

No. 14682

Supreme Court of Illinois

Russell

vs.

Ramsey.

STATE OF ILLINOIS,
SUPREME COURT,
THIRD GRAND DIVISION.

No. 244

J. W. Moulton & Co., Stationers, 196 Lake St.

Russell
vs
Ramsey
Plaintiff

38
Appellee

IN THE

Supreme Court of the State of Illinois.

THIRD GRAND DIVISION,

○ April Term, 1864.

CORNELIA RUSSELL,

Appellant.

v.

GEORGE F. RUMSEY,

JULIAN S. RUMSEY,

Appellees.

No. 244.

POINTS AND AUTHORITIES FOR APPELLEES.

THE facts of this case (and about which, as we understand it, there is no dispute) are as follows :

John B. F. Russell, the husband of the petitioner (now deceased,) was in his lifetime, seized of Lot 1, Block 2, original Town of Chicago, which he subdivided into nine lots, numbered respectively, sub lots 1, 2, 3, 4, 5, 6, 7, 8, 9.

During the years A. D. 1835, and 1836, he sold all these lots, and conveyed the same at different dates by deeds, pur-

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porting upon their face to have been executed and acknowledged by himself and by his wife, the petitioner.

Russell and wife, by a subsequent deed, acknowledged by him June 28, 1851, and by his wife March 8, 1852, quit claimed sub-lots 1, 2, 3, 4, 5, 6, 7 and 8, of his said subdivision of Lot 1, in Block 2, to John S. Wright, who was then in possession of said sub lots—a copy of which deed is filed with the submission in this case.

Wright at that time was, and for more than ten years had been the owner of, and in possession of lots 1, 2, 3, and 4, holding by deed and by direct chain of title, derived from the said Russell. We believe that there is no dispute that at the times of the delivery of the quit claim, Wright was the owner in fee of these lots.

Sub lots, 5, 6, and 7, had been sold and conveyed by Russell in February, 1836, to James Anson Dunn, and William Stewart—his wife joining in the deed of conveyance.

Dunn and Stewart sold said lots in June 1836, to said John S. Wright; gave him a bond to execute a deed in twelve months from that date. Wright paid for the lots and entered into possession.

Wright was still in possession when the quit claim, from Russell and wife to him, was executed and delivered.

He sold said sub lots 1, 2, 3, 4, 5, 6 and 7 to the defendants, in October, A. D. 1852, who now own and occupy the same.

Under these circumstances, we claim that the petitioner has no right of dower in any of these sub lots.

Because, if she, at that time, had an inchoate right of dower in the said lots, she released it, by joining with her husband in, and executing and acknowledging the quit claim deed to John S. Wright, he being at that time in possession of, and the owner of all of them.

It is claimed by the petitioner, that the acknowledgment of this deed is so informal as to defeat its obvious intention, which was to release her dower.

That she executed the deed; that it is in form sufficient, and that she went before an officer duly authorized by law to take and certify to her acknowledgment and release, is not denied. She only claims, as we understand it, that the certificate of the Notary, taking her acknowledgment annexed to the deed, is not sufficient to bar her dower. It is as follows :

“ STATE OF ILLINOIS, } ss.
“ COOK COUNTY. }

“ I, Edward Wright, a Notary Public,
“ in and for the said county, in the State aforesaid, do
“ hereby certify, that John B. F. Russell, who is personally
“ known to me as the same person whose name is sub-
“ scribed to the above instrument of writing, appeared be-
“ fore me this day in person and acknowledged that he
“ signed, sealed and delivered the said instrument of
“ writing, as his free and voluntary act, for the uses and
“ purposes therein set forth.

“ Given under my hand and seal, this twenty-eighth day
“ of June, A. D. 1851.

“ EDWARD WRIGHT,
[SEAL.] “ *Notary Public.*”

“ STATE OF ILLINOIS, } ss.
“ COOK COUNTY. }

“ I, Edward Wright, a Notary Public,
“ in and for said county, in the State aforesaid, do hereby

"certify, that Cornelia Russell, who is to me personally
 "known to be the same person who executed the within
 "deed, personally appeared before me this day, and having
 "been by me examined, separate and apart, and out of the
 "hearing of her husband (the within mentioned John B.
 "F. Russell) and the contents and meaning of the within
 "deed having been by me fully explained and made known
 "to her, acknowledged that she had executed the same
 "freely and voluntarily and without compulsion of her
 "said husband.

"Given under my hand and notarial seal, this eighth
 "day of March, A. D. 1852.

"EDWARD WRIGHT,
 "Notary Public."

[SEAL.]

The notary certifies :

That she was personally known to him.

That she personally came before him.

That she was examined separate and apart
and out of hearing of her husband.

That the contents and meaning of the deed
were fully made known and explained to her.

And that she executed the same freely and
voluntarily, and without compulsion of her hus-
band.

Hughes et al. v. Lane, 11 Ills. 123, and cases
cited.

This was the second deed executed by the petitioner, for
 the purpose of releasing her dower to these lots, and it will
 hardly be contended, as a matter of fact, that she did not
 know what she was doing. Her present position does not
 commend itself to equity.

We do not certainly know for what reason, other than an alleged informality in the acknowledgment of the quit claim deed to Wright, the petitioner, claims dower. But we understand she insists that under the authority of

Blair v. Harrison, 11 Ill. 384, and

Summers v. Bebb, 13 Ill. 483,

she could only release her right of dower by uniting it with the fee, and that Wright had no fee in lots 5, 6, 7. This reason seems to have no pertinency as to lots 1, 2, 3 and 4.

As appears by the submission, Wright bought the lots, June 24, A. D. 1836, took a bond for a deed in twelve months, entered into possession, and was in possession under this bond, as owner, at the time of the delivery of the quit claim, in A. D. 1852.

He had then owned these lots, and been in the actual possession of them over sixteen years.

The only question really decided in *Blair v. Harrison*, and *Summers v. Bebb*, is, that the wife cannot transfer her inchoate right of dower, so as to vest it in a stranger, that she may release it, but this release must be to the "owner of the fee."

Wright was seized of an equitable estate of inheritance in these lots; he had open, undisputed, actual possession of the freehold, claiming as owner under an absolute sale, the purchase money all being paid. There is no pretense, that during all this sixteen years, there was any adverse interest. His was an actual seizin, a *pedis possessio*. Dunn and Stewart had only a naked legal title, which they held in trust for Wright, his heirs or grantees.

A fee simple is simply and purely, *absolute ownership*,

An estate of freehold (*liberum tenementum*) is defined by Britton, "*the possession of the soil by a freeman.*"

Blackstone's Comm., book 2, chap. 7, p. 104.

And a mere executory agreement to sell and convey land need not contain the word heirs, in order to convey, in equity, a fee.

Deflaunce v. Brooks, 8 W. & S., 67.

Blackstone's Comm., book 2, chap. 7, p. 110, note 2.

In this case, the fee was sold, and paid for, and the purchaser is in possession. His possession was notice to all the world. He owned the fee, though he had no recorded deed.

The purchaser of land, from the time of entering into an effectual contract for the purchase, is deemed owner, and his estate descends, and is devisable.

Cogswell v. Cogswell, 2 Edwards. 231.

It may still, perhaps, be claimed by the petitioner under the language of the court in *Blair v. Harrison*, that the quit claim deed is inoperative and void as to Mrs. Russell, because at the time the same was executed, her husband had no title in the lands.

But it is perhaps enough for the present, to say, that the Supreme Court of this State, in the case of

Osborn & Osborn v. Hoſine, 19 Ill. 124,

treat this question as not yet decided.

The uniform practice of the profession in this State since the passage of the statute has been otherwise; and as is remarked in *Osborn v. Hoſine*, if she cannot so release her

right of dower by joining with her husband, he not having the fee, it is inalienable under such circumstances.

And it does not follow that Russell, at the time of the execution of the quit claim of 1852, has no title or interest in the lands because he had once before conveyed them. The deed imports an interest in him.

We see no force in the argument of the petitioner's counsel, that by reason of the acknowledgment of Russell being of an earlier date than that of his wife, the quit claim became essentially two deeds, and therefore void as to the petitioner. As this deed was made (if as is contended by her, her husband had no estate in the land) only for the purpose of releasing her dower, the inference should be that it was not delivered until she executed it. There was no record of the deed, and there is no evidence of its delivery till after the date of her acknowledgment, and we do not see that this position is sustained by the authorities cited in support of it.

SCAMMON, McCAGG & FULLER,
Solicitors for Defendants.

CHICAGO, April 27, 1864.

SUPREME COURT.

APRIL TERM, 1864.

CORNELIA RUSSELL, }
vs. } *Appeal from Cook.*
GEO. F. RUMSEY, et al., }

Points and Brief for Complainant.

The general proposition is that she did not, by said deed, relinquish her dower.

I.

Complainant does not, in the acknowledgment, of said deed purport to relinquish her dower.

Scates' Comp. page 961—2, and
Purple Stat., ch. 24, sec. 15 and 21,
contain the same and only statutory provisions in force at
the time for releasing dower.

After stating that the officer should acquaint the wife with the contents of the deed, the statute proceeds: "And shall examine her separate and apart from her husband, whether she executed the same, and relinquished her dower to the lands and tenements therein mentioned, voluntarily, freely, and without compulsion of her said husband; and if she acknowledge that she executed the same, and relinquishes her dower in the lands and tenements therein mentioned, voluntarily and freely, and without the compulsion of her husband," such officer shall grant certificate, &c.

The words "relinquishes her dower" are not only substantial, but evidently of the main and essential requisites of such acknowledgment. They are made too prominent and emphatic to be overlooked or ignored. They are the only words that call the attention of the wife to the only interest or right she has in the land. They are the words which are qualified by the following emphatic sentence: "Voluntarily, freely, and without compulsion of her said husband."

In *Owen vs. Robbins*, 19 Ill., 554, the certificate failed to state that the contents were made known, or that the wife relinquished her right of dower. The Court say, "Both of these should appear in the certificate of acknowledgment." Held insufficient.

In *Murriner vs. Saunders*, 5 Gilm. 125, the Court say in reference to an acknowledgment of *feme covert*: "Without such acknowledgment the deed was absolutely void, and had no more validity than a piece of white paper. * * * The certificate of acknowledgment of a deed from a *feme covert* to convey her own lands is as much an essential part of the execution of the deed as her seal or signature, and without it the law presumes that it was obtained by fraud or coercion."

Mason vs. Brock, 12 Ill., 276: "A married woman can only be divested of her real estate in the mode prescribed by statute. The certificate of acknowledgment is an essential part of the due execution of the deed, by which the real estate of a *feme covert* is to be transferred, and unless it is in substantial compliance with the statute, no title passes."

Moulton vs. Hurd, 20 Ill., 143: "If (deed) is not acknowledged in accordance with the statute, no estate passes. The statute must be complied with, and if it is not, the deed is left as at common law, absolutely void."

See also, *Lane vs. Souland*, 15 Ill., 124.

In *Gave vs. Cothier*, 23 Ill., 639, the Court say: "We think both on principle and under the provisions of our statute respecting dower, a widow cannot be divested of the right, nor can it be destroyed any way save by the act of the *feme covert*, and that act done according to the forms and require-

"ments of positive law. * * We cannot intend anything
 "in favor of it (the acknowledgment) or supply words that
 "are wanting, or change personal pronouns from male to female.
 " * * That statutory form must be substantially complied
 "with, and must control."

See *Hughes vs. Lane*, 11 Ill., 134.

In *Lane vs. Dolick*, 6 McLean 200, the Court say in reference
 "to the statute of Illinois: "Our law is different from the law
 "of many of the States in requiring the certificate to set forth
 "the particular facts which must concur to make the title
 "valid."

Thus much from our own reports. The following among
 many others, will indicate the spirit of the courts in other States,
 on this general question.

In *O'Farrell vs. Simplot*, 4 Green (Iowa) 164—5, the precise
 question is decided. On a statute very similar to ours, the
 Court say: "Not only the facts that the contents of the
 "deed were made known to the wife, and that she thereupon
 "relinquished her dower to the real estate described, are essen-
 "tial, but it is equally important that those facts be recorded in
 "the certificate," &c.

"Every ceremony, however formal, which has the least ten-
 "dency to interpose the protection of law * * * ought to
 "be adhered to substantially and literally."

Burges v. Wilson, et al., 2 Deveroux, (Law) 306.

"Inasmuch as this mode of conveyance by privy examina-
 "tion of *feme covert* was introduced by statute in the place of
 "one much more solemn and better calculated to protect her
 "rights, viz: fine and recovery, great strictness must be
 "required in enforcing the observance of the forms prescribed
 "by the statute."

Perry v. Calhoun, 8 Humph., 551.

See *Boykin v. Rain*, 28 Ala., 332.

"Whether a deed has been properly executed by a *feme*
 "*covert*, so as to pass her title, must be proved by the record
 "when compared with the requirements of the statute, because
 "it is matter of record, and that *only* which the law has
 "made effectual to pass her title."

Burrett v. Shackelford, 6 J. J. Marsh. 532.

"The policy of the law should be as far as possible to nar-
 "row rather than widen the field of this (marital) controlling
 "influence."

Watson v. Mercer, 6 Serg. & R., 48.

She may pass her estate by deed executed and acknowledged in the mode designated by the statute and in no other way. But she is bound by no covenant in the deed. She is not estopped by an express warranty—as to her it is void.—She is estopped by no averment or recital in the deed. They cannot be offered in evidence against her.

Hopper v. Demarest, 1 Zab. 541.

She can make no contract to bind her, except in the manner provided by law. The provisions of the statute must be strictly pursued."

Barret v. Tewksbury, 9 Cal., 15.

See Martin v. Dwelly, 6 Wend., 9.

In *Dewey v. Compan*, 4 Gibbs, 567, the Court say: "The deed of a *feme covert* being void at common law, is a nullity unless acknowledged in strict compliance with the statute. *
 " * Courts have repeatedly held that the statute in regard to conveyances by married women must be strictly complied with and that they will not *control* or *explain away* the statute."

See 1st Washburn, Real Prop., 202.

II.

The complainant did not join her husband in the said quit claim deed. This is required by said sections 15 and 21 of the statute.

The said quit claim deed bears date June 25, 1851, and purports to be "signed, sealed and *delivered* in presence of Edward Wright, as to J. B. F. Russell. The acknowledgment of said J. B. F. Russell was June 28, 1851. At this date then the deed had been executed and *delivered* by said J. B. F. Russell, and the conveyance was perfected as to him. The deed never afterwards went back into his hands. There can be but one delivery of the same deed. 2 Washburn, 577. At this time the fair inference is, that it was not even signed by the wife. But this matters not, inasmuch as it was not acknowledged by her until March 8th, 1852. While it was the husband's deed on the 25th, or at least on the 28th of June, 1851, it was not hers until nearly a year later, to wit: Mch. 8, 1852. They were essentially two separate deeds. See *Marriner v. Saunders*, 5 Gilm. 125—above cited.

The deed of a *feme covert* "is not binding upon her until acknowledged, and her subsequent acknowledgment does not relate back to the time of the acknowledgment of the deed" (by her husband.)

Jackson ex den. *Stevens v. Stevens*, 16 John, 110.

Jackson ex den. *Carson v. Cairrey*, 20 John, 301.

Doe ex den. *Dr. Peyster v. Howland*, 8 Cowen, 277.

It will not be claimed that a *feme covert* could release her dower by her separate deed. Yet the above amounts to at least no more than that.

Osborn v. Horine, 19 Ill., 124.

III.

By the first clause of said section 21 of the statute, a married woman may release her dower "by joining such husband in the deed or conveyance for the conveying of such lands and tenements," &c. But in said quit claim the said husband, J. B. F. Russell conveyed no lands or tenements. He had at the time no title to, or interest whatever in the said premises. As appears by the statement of facts, he had conveyed the same as early as 1836, and consequently no dower interest could pass in or by a deed which conveyed no title as to him. This position seems fully sustained by the case of

Blain v. Harrison, 11 Ill., 387,

where the Court say: "By this statute, dower is not barred "in the lands and tenements described in the deed, but in such "only as are conveyed by such deed. If the deed is void or "becomes inoperative as to the husband or conveys no *lands or "tenements for want of title in him*, then it is not allowed to "operate, so as to bar the right of dower in the wife. Such is "the unquestionable rule of law." By the concluding clause also of said section 21, it would seem the legislature took special pains thus to limit the effect of the deed so acknowledged. It is as follows: "Which (acknowledgment) being "recorded together with the deed, duly executed by the husband, according to law, shall be sufficient to discharge and bar "the claim of such woman to dower in the lands and tenements "conveyed by such deed or conveyance."

IV.

At the time of the purported acknowledgment of said quit claim to said Wright, the fee to said lots 5, 6 and 7 was not in the said Wright. (See statement of facts.) It was impossible, therefore, for her to release her dower right in these lots to him.

In *Blain v. Harrison*, 11 Ill., 386—7, Court say: "From the "very nature of the right, a wife cannot dispose of her claim "for dower so as to separate it from the principal estate. The "policy of the law forbids it. * * it would lead to intolerable embarrassments in the conveyance of estates."

So in *Summers v. Ball*, 13 Ill., 484: "She may release it to "the owner of the fee, but cannot transfer it to a stranger."

7
V.

J. S. PAGE, Sol'r Compl't.

244

38

Russell

as

Rensay

Points & Buys for
appellants

Filed Aug. 1864

J. L. Llewellyn

Supreme Court of Illinois
Third Grand Division

April Term 1864

Cornelia Russell, appellant	}	No 244
v		
George F. Runney		
Julian S. Runney, appellee	}	

Reply of Complainant

is not, strictly speaking, a present right, or title, or interest or claim or demand. In *Blain v. Harmon* 11 Ill 385 This Court, per Justice Caton say "it is a mere intangible, inchoate contingent expectancy, and even in a widow until it is assigned it is no estate in the land" ++

To the same effect is the case of *Moore v. The Mayor* 20 4 Selden 113 when the Court term it a "possibility" and say such a possibility "may be released" but it is not it is believed the subject of grant or assignment nor is it in any sense an interest in real estate.

Washington says in Vol 1st page 201 "And ordinarily Courts do not extend her release by construction beyond its strict legal effect"

In *Hall v. Savage* 4 Mass 274 Judge Story says "The rule of law appears to me plain that the wife cannot release her dower except there be apt words to express such intention. Doubtful words ought never to be construed to have such an effect"

In *Punk v. Dorr* 14 Ill 209

111 The defendants introduce the said quit claim deed, and claim by it, to defeat our dower. The attesting clause, ^{in that deed} states that it was delivered as to J.B.F. Russell in the presence of the witnesses. The Certificate of the Notary, also, states that said Rus-

will acknowledge that he "signed, sealed and delivered" the same on "this day" and bears date 28th June 1851. We submit that it therefore does appear, conclusively, that the deed was delivered at that date by said, J. B. T. Russell. Complainant's Acknowledgment was 8th March 1852. We claim that these facts make it, if anything, the separate deed of the wife - that the acknowledgment ^{as well as the signing} ~~was~~ by her was without the assent of her husband, and that the case is within the purview of

Osborn & Osborn v Hosier 19 M. 124

IV We do not apprehend that the decision of this case will turn upon the question as to where the fee is in said lots 5, 6 & 7 & we shall not therefore pursue the discussion in that respect. We submit however, upon the facts as agreed, that the defendants, as against the Complainant have only the equitable right to have the fee there to, but as yet the fee is not in them, nor was it in Wright at the time of the execution of the quit claims & consequently the deed could not be released to him

J. S. Page
John Compt.

Statute of Feb 24 1870 - Laws of Penn p 99

"Be it enacted, That where any husband & wife shall hereafter incline to dispose of, and convey the estate of the wife, or her right of, in, or to, any lands, tenements, or hereditaments, whatsoever, it shall and may be lawful to, and for, the said husband and wife, to make seal, deliver, and execute, any grant bargain and sale lease, release, proffment, deed conveyance or assuise in law whatsoever, for the lands tenements and hereditaments intended to be by them passed and conveyed, and after such execution, to appear before one of the judges of the Supreme Court, or before any justice of the County Court of Common Pleas, of, and for, the County where such lands tenements or hereditaments shall lie and to acknowledge said deed or conveyance; which judge or justice shall, and he is hereby authorized and enjoined to, take such acknowledgment, in doing whereof he shall examine the wife separate and apart from her husband, and shall read or otherwise make known the full contents of such deed or conveyance, to the said wife, and if, upon such separate examination, she shall declare that she did voluntarily, and of her own free will and accord, seal, and, as her act and deed, deliver ^{the} said deed, or conveyance, without any coercion, or compulsion of her said husband, every such deed or conveyance shall be, and the same is hereby declared, to be, good and valid in law to all intents and purposes as if the said wife had been sole, and not covert at the time of such sealing and delivery, any law usage and custom to the contrary in any wise notwithstanding"

"A"

Act of April 3rd 1826 as quoted in the case
of Jane & Stoolzyfoos 16 Serg & R. 35

"That no grant, bargain, sale, feoffment, deed of conveyance lease, release, or other assurance of ^{any} lands Tenements ^{and} hereditaments whatsoever, heretofore bona fide made and executed, by husband and wife, and acknowledged by them before some judge, justice of the peace or other officer authorized by law ^{within} this state or an officer in one of the United States, to take such acknowledgments as aforesaid, before the 1st day of September next, shall be deemed held or adjudged invalid, or defective or insufficient in law, or avoided or prejudicial, by reason of any informality or omission in setting forth the particulars of the acknowledgment made before such officer as aforesaid in the certificate thereof; but all, and every, such grant, bargain, sale, feoffment, and deed of conveyance, lease, release, or other assurance, so made, executed and acknowledged as aforesaid, shall be as good, valid and effectual in law for transferring, passing, and conveying the estate, right, title, and interest, of such husband and wife, of, in, and to, the lands, tenements and hereditaments mentioned in the ~~same~~ act some, as if all the requisites and particulars of such acknowledgment mentioned in the act to which this is supplementary, were particularly set forth in the certificate thereof, or appeared upon the face of the same."

244 38
Supreme Court
April 1864

Cornelia Russell
Appellant

vs
Geo. F. Rumsey et al
appellatus

Reply of Complainants

Filed May 10, 1864.
L. Keland
Clerk.

J. S. Page
Solicitor

UNITED STATES OF AMERICA,
STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the _____ day of _____ in the year of our Lord One Thousand Eight Hundred and Sixty _____ and of the Independence of the United States of America the Eighty _____

Present, The Honorable John W. Nelson Chief Justice of the }
Superior Court of Chicago. }

Wm H. Higgins }
Joseph E. Gary } Judges.

Joseph Snow Prosecuting Attorney.

David J. Hammond Sheriff of Cook County.

Attest, Thomas B. Carter Clerk.

Be it remembered that heretofore to-wit,
on the Twenty seventh day of March in the
year of our Lord one Thousand Eight Hundred
and Sixty Three, Cornelia Russell, by Rachel
Page as Agent, her Solicitor filed in the Clerk's
Office of the said Superior Court of Chicago her
Return Bond for Cash, and Petition for Dower
which are in Words and figures following to-wit.

Cornelia Russell

George H. Ramsey et al

} Superior Court
of Chicago,
Petition for Dower

I do hereby enter
myself security for Cash in this cause and ac-
knowledge myself bound to pay or cause to be paid

all costs which may accrue, in this action, against
the opposite party or to any of the officers of this
Court in pursuance of the Laws of this state.

H. L. Ruelter

Dated this 27th day
of March, A. D. 1863.

2
1
State of Illinois
Cook County.

700 To the Hon. the Judges of the
Superior Court of Chicago in
Chancery sitting

3
The Petition of Cornelia Russell now of Chicago
in said County of Cook. respectfully represents
unto your Honor.

That on or about the first day
of January A.D. 1832. she was lawfully married
to John B. Russell with whom she cohabited
as his wife until about the third day of January
12. 1861 at which said last mentioned time the said
J. B. Russell departed this life at Chicago in
said County. intestate leaving your petitioner
his widow and one child Cornelia O. Russell
now aged about thirteen years

And your petitioner further represents that
during her time with your petitioner the said
John B. Russell was seized as an estate
of inheritance and in fee simple of the following
real estate situated in the City of Chicago in
said County to wit Lot one in Block one of
the original town of Chicago

And your petitioner further states, upon information
and belief, that George H. Ramsay and
Julian J. Ramsay are now in possession of
said Real Estate and seized in fee thereof

subject. to your petitioners right of power and the
day claim and demand title thereto immediately
from and through the said John B. Russell

Your petitioners further aver that she has never
carried released, discharged, or in any manner
relinquished her right of power in said real estate
and premises but that she is now entitled to her
reasonable down thereon to one third part
thereof for and during her natural life

Your petitioners further aver that heretofore
not on or about the fifth day of November A.D.
1861 she caused a demand to be made upon
the said George A. Rumsey and Julian S.
Rumsey who were then in possession of said
premises for an assignment of her said down in
the said premises but no answer was made and since
heretofore has been and still is neglected and re-
fused

And your petitioners pray that the said George
A. Rumsey and Julian S. Rumsey may be made
parties defendants hereto and that process issue
against them requiring each and every of them
to be and appear before said Court on a
day therein named and full answer and per-
fect answer make (without oath the same
being hereby waived) to all and singular the
matters and things herein contained as fully and

5 particularly as of the same time herein after
repeated and he thence distinctly interrogated
and that an account may be taken of the re-
nts and profits of said premises which have
accrued since the aforesaid demand ~~and which~~
~~have~~ ^{or might have been} ~~accrued~~ since the aforesaid ~~demand~~
and which have or might have been re-
ceived by the said George H. and Julian P.
Rumsay and that one third part thereof may
be paid her together with the damages that
may have accrued and that one third part of
said premises may be assigned and set out
to her for her dower and that she be decreed to
hold the same for her life or in case the said
premises be not susceptible of a division without
great injury that then the yearly value
of the premises dower therein may be ascer-
tained and assessed and that said defendants
George H. and Julian P. Rumsay be compelled
by decree of this Honorable Court to pay such
yearly value to your petitioner as and for her
said dower according to the statute in such
case made, and provided and that your peti-
tioner may have such other and further relief as
to equity may appertain and your petitioner will
ever pray.

Connelia Russell

Another Page of File
of Connelia

And afterwards took on the sixth day of June
in the year aforesaid, the same being one of the
days of the June Term of said Court. the following
among other proceedings were had, and entered of
Record in said Court to-wit:

Leonelia Russell.

vs.
George H. Ramsey and
William C. Ramsey

} Petitioner

This day come said de-
fendants by McEagg, & Fuller their solicitors
and on their motion it is ordered that time for
said defendants to file their answer, herein be
and is hereby extended ten days,

And afterwards took on the fifteenth day of
the month and year aforesaid, the said
George H. & William C. Ramsey by their
McEagg, & Fuller their solicitors filed in the
said Clerk's office of said Court their written
answer, which is in words and figures follow-
ing to-wit,

Superior Court of Chicago

In Chancery sitting.

The first and several
and answer of George H. Ramsey and William
C. Ramsey defendants to the Petition of Leonelia
Russell, Petitioner filed in this Court against

said defendants.

7 These defendants now and at all times hereafter saving and reserving to themselves all manner of benefit and advantage of Exception to the many errors and insufficiencies in the petitioners said petition contained for answer therunto, or unto so much or such parts thereof as these defendants are advised or materials for them to make answer unto they answer and say that they have no knowledge or belief save such as is derived from said petition when if ever said petitioner was married to said John B. Russell nor for how long a time she cohabited with him and cannot either admit nor deny the allegations of said petitioner in her said petition in that behalf contained but leave her to such proof of the same as she shall be advised or materials for her to make.

They admit that said John B. Russell is reported to have died at Chicago about the time stated in said petition but they say they have no personal knowledge of the truth or falsity of such report and cannot admit or deny the allegations in that behalf in said petition contained.

They say they have no definite knowledge information or belief respecting the children of said Russell if he had any.

They say so far as they are at present advised

they understand and therefore admit that said John B. Russell was in his life time seized in fee simple of Sub Lot. one (1) Trs (2) Trs (3) Trs (4) Trs (5) Trs (6) and Trs (7) of Lot one (1) in Block Trs (2) of the original Town of Chicago and that these defendants are in possession of these lots, and claim title to the same. Immediately through the said John B. Russell

These defendants further answering deny the statements in said petition contained that said petitioner has never released or discharged her right of dower in said premises, and say that if she did ever ~~at~~ at any time have any right of dower in said premises or any part of the same, which they neither admit nor deny, but leave her to prove she has fully released and discharged the same in the manner provided in and by the laws of Illinois for a married woman to release her right of dower in and to lands and tenements, whereof her husband during coverture was seized or possessed.

And they say that by deed dated the sixteenth and by them duly and according to law acknowledged the seventeenth day of February in the year of our Lord one thousand eight hundred and thirty six the said John B. Russell and his wife did convey said Sub Lot one (1) to one Richard Clybourn under or through whom these defend-

and hold the title to said Lot.

9 And they say that by deed dated, the fifth and duly and according to law, by them acknowledged, the seventh day of August, in the year of our Lord, one thousand Eight hundred and thirty five the said John B. Russell, and his wife did convey said Sub. Lot, No (2) and also (3) to William Jones, Byron King and Henry B. Clapp under or through whom, these defendants hold the title to said Lot.

And they say that by deed dated the 4th & Eighth and duly and according to law, by & them acknowledged, the Eighth day of August, in the year of our Lord one thousand Eight hundred and thirty five the said John B. Russell and his wife did convey said ^{Sub} Lot four (4) to one John H. Prizie under or through whom these defendants hold the title to said Lot.

And they say that by deed dated the fifth and duly and according to law, by them acknowledged, the sixth day of February in year of our Lord one thousand Eight hundred and thirty six the said John B. Russell and his wife did convey said Sub Lot No (5) and (6) and also (7) to James Snow Dunn, and William Stewart, under or through whom these defendants, hold the title to said Lot.

as by the said several deeds or the records of the same, when produced and to which for greater Certainty these defendants have leave to refer. men

more fully and at large appear.

And these defendants further answering say that
 afterwards, by deed dated, the twenty fifth day of June
 in the year of our Lord one thousand Eight hundred
 and fifty one executed by the said John B. Russell
 and by the said petitioner then described as his wife
 and acknowledged by the said John B. Russell
 in due form of law on the twenty Eighth day of the
 same month of June and by the said petitioner,
 in like due form of law on the Eighth day of May
 in the year of our Lord one thousand Eight-hun-
 dred and fifty two for the consideration expressed in
 said deed of one dollar the said John B. Rus-
 sell, together with the said petitioner released, sold
 and quit claimed unto one John S. Thight who
 then was the owner of and had title to said Lot,
 and through and under whom the defendants claim
 title to said property all their right title interest
 claim and demand in and to said Lot, and each
 of them as by this deed ready to be produced and
 proved as this Court shall direct and more fully
 and at large appear.

And these defendants say, that in and to you
 and by his execution of the same and acknowledge-
 ment thereof said petitioner conveyed, released, dis-
 charged, and relinquished any and all, dower and
 right of dower, mehoats, or returns of any that
 she the said petitioner might or could have had in

said lots and each of the same, and they, said
defendants, deny, that the said petitioner, or in
any manner, entitled to a dower therein or in any
part of, or in any one of the said lots.

These defendants further answering deny
that on or about the fifth day of November, in the
year of our Lord one thousand Eight Hundred and
sixty one, or at any other time the said petitioner
caused a demand to be made upon them or
either of them, for any assignment of dower in
said property or premises.

They say that some
time in the fall of that year, a person claiming
to represent an agent or atty. said petitioner -
but whose name these defendants have forgotten
and cannot now recall but who did not give
to them any evidence of his right in any way to
represent said petitioner and who, doing under
flood was not a resident of Chicago but had come
to the city for the purpose of seeing in what pro-
perty of any said petitioner might exist, a
dower right and with that intent remained in
Chicago for some weeks, called on these defendants
and said that said petitioner had or might
have a dower right in some or all of said sub-
lots in said petition decised that these defendants
much surprised at such pretence and knowing
that said petitioner if she had previously had
a dower right estate in said sub lots had

by said deed of the twenty fifth day of June in
 the year of our Lord one thousand Eight hundred
 and fifty one intended to fully and entirely settle
 and discharge the same and to fully and
 entirely quiet and set at rest any question or
 doubt of any existed in reference thereto, re-
 fused said person to ^{meet} said ^{me} and fuller their
 solicitors. And they say that no demand or
 pretence of demand was made upon them, for an
 assignment of any debt of said petitioners and
 as they are advised and believe no such demand
 was made on or to their said solicitors but on the
 contrary thereof said person as they are also
 advised by their said solicitors seemed quite
 undecided as to the donor right of said petitioners
 and left Chicago to confer with said petitioners who
 was not then in Chicago but as these defendants,
 a collector was stated by said person to be re-
 siding in the City of Washington in the District
 of Columbia

And these defendants deny that they
 ever refused to assign or get off, to said petitioners
 answer in said sub lib or any of them, and
 these defendants further answering say that at
 the times of the Execution and delivery hereunto
 of said deed hereinbefore referred to dated
 the 25th day of June in the year of our Lord
 one thousand Eight hundred and fifty one,

the said John D. Thight by himself and by him-
self and others, holding under him was in pos-
sion of said ^{sub}lot and each of them same.

And these defendants again denying
that said petitioner has any dower ~~right~~ &
estate or right of dower in said sub-lot or
any one of them and denying all neglect and
refusal in or about said petitioner said pre-
tended claim of dower in said sub-lot and
admitting that they are as on the fifth day
of November in the year of our Lord one thousand
Eight hundred and Fifty one, were in possession of
said sub-lot, and each of them

And these defendants deny each and every
allegation in said petition contained not herein
and hereby well and sufficiently answered, contro-
verted, or avoided traversed or denied

All which matters and things these defendants
are ready to aver maintain and prove as this
honorable Court shall deem and humbly to
be once dismissed with their reasonable costs
and charges in that behalf most wrongfully
sustained

J. C. McLaughlin Fuller.
Sols. for Deft.

J. H. Fuller of Counsel,

Julian S. Ramsey
George H. Ramsey
By J. C. McLaughlin Fuller
and Sols.

And afterwards took on the Twenty Eighth
 day of November, in the year of aforesaid, the
 said Petitioner and Defendants, by their respec-
 tive solicitors, filed in the Clerk's Office of
 said Court, a certain "Submission of Facts"
 which in words and figures following said:

State of Illinois }
Cook County. }

Superior Court of Chicago

Cornelia Russell.

vs.
George F. Ramsey et al

Bill for Damrs.

The above entitled cause, a bill
submitted to the Court for trial
upon the following statement of
facts agreed upon by the said
parties.

The complainant is the widow of John B. F.
Russell late of Chicago in said County, deceased
to whom she was married in the year A.P. 1833.
The said J. B. F. Russell died intestate at
said Chicago on or about the third day of
January A.P. 1860. During said lifetime said
John B. F. Russell was seized in fee simple
of the lot or parcels of land described in said
Bill of Complaint. The defendants are in pos-
session of said premises and claim title thereto through
the said John B. F. Russell. The defendants
own and hold the title to said Lot in fee sim-
ple through the said John B. F. Russell and
immediately from John Q. Wright and wife
under two deeds dated respectively October 10,
1858. Copies of which are hereto annexed marked

respectively 'A' & 'B'

At the time of the execution of these deeds and from the first day of January. A.D. 1852, said decedent's defendants occupied all of said lot. as tenants of said Wright under a lease from him a copy of which is hereto annexed marked "C"

Lots one two three, and four. were conveyed to John P. Wright in May 1851. by deed from John St. Knize's and wife who derived title through said J. B. Russell. and Wright continued the owner of, and had possession of, these lots from that date up to the date of his conveyance in Oct. 1852. to Defendants

Lots five six and seven were sold to said John P. Wright by James Anson Dunn. and William Stuart June 24. A.D. 1836. and a bond given to execute a deed in three months from that date. Wright paid for the land, and entered into possession

Dunn and Stewart derived title to said lands from said J. B. Russell by deed dated Feb. May 5th 1836. purporting to be executed by him self and wife which or a copy of which may be filed herewith if thought necessary.

Wright was in possession of said lots five (5) six (6) and seven (7) under that Bond at the time of the Execution and delivery of the quit

claim deed, by Russell, and wife to him of the lots
in controversy, bring the deed a copy of which is hereto
is hereto, attached marked "D" and the originals
of which is to be produced on the hearing of this
cause.

The defendant claims that said complain-
ant released her claim or right of dower in said
premises by reason of the execution of said joint claim
deed

If the Court should be of opinion that by
virtue of said instrument of writing the said
complainant has relinquished her ^{right} dower in
said premises then said Bill of Complaint
is to be dismissed otherwise said Complain-
ant is to have her decree for dower therein or
in each of said Lots if any wherein she
has not in the opinion of the Court relinquished
her dower.

November 27. 1863.

Rucker. Page & Little
Sols for Compt.

Sammon McLeage, Fuller
for Deft.

Exhibit
"A."

18

This Indenture made this Twenty ninth day
of October in the year of our Lord one thousand &
Eight hundred and Eighty Nine. Between John
P. Wright of the City of Chicago County of Cook
and State of Illinois and Catharine B.
his wife of the first part. and George W. Dole
George H. Ramsey. and William J. Ramsey. of
the same place of the second part.

Witnesseth, that the said party of the first part.
for and in consideration of the sum of Four &
thousand four hundred and twenty Eight Dollars.
well paid by the said party of the second
part the receipt whereof is hereby acknow-
ledged. and the said party of the second part. for
ever released and discharged, and from here
granted bargained sold. remised released aliened
and confirmed and by these presents do grant bar-
gain sell remise release alien and confirm unto
the said party of the second part. and to
their heirs and assigns for ever. all of the following
described premises. Situate lying and being in
the County of Cook. and State of Illinois known
as Sub lot four (4) four (5) six (6) and seven
(7) in Precinct Subdivision of Lot number
one (1) in Block no (21) of the original Survey
Chicago being the Subdivision authorized by
the Trustees of the Illinois and Michigan
Canal subject to the conditions of a certain
mortgage to the City of Chicago for the sum of

fifteen hundred dollars. (\$1500.) and also to the
 condition of a certain other mortgage, to John H.
 Smith, dated the 14th day of May. A.D. 1852, re-
 corded in the Recorder's office of Cook County
 in Book (encl.) of mortgages, page 509, on the 26th
 day of June, 1851, which said mortgage, are
 assumed to be paid by said party of the second
 part and which they hereby agree to assume
 and discharge in full. Together with all and
 singular the hereditaments and appurtenances, &
 thereto belonging or in anywise appertaining
 and the revenues and rents remaining and
 remainders rents issues and profits thereof and
 all the estate, right title interest claim or de-
 mand whatsoever of the said party of the
 first part, either in law or equity of record and
 to the above bargained premises into the here-
 ditaments and appurtenances to have, and
 to hold. the said premises above bargained and
 devised into the appurtenances unto the
 said party of the second part their heirs and
 assigns forever. And the said John H. Smith,
 for himself his heirs Executors and administra-
 tors, doth covenant bargain and agree to and
 with the said party of the second part their
 heirs and assigns that at the time of the ex-
 cepting and delivery of these presents the said
 John H. and Catherine B. Smith are well

seized of the premises above conveyed as of a good
 sure, perfect absolute, and indefeasible state
 of inheritance in the law in fee simple and
 have good right full power, and lawful authority
 to grant bargain sell. and convey the same, in
 manner. and form. aforesaid and that the
 same are free and clear of all former and
 other grants bargains sales liens judgments.
 taxes assessments and incumbrances of what
 kind or nature soever. and the above bargained
 premises in the quiet and peaceable possession
 of the said party of the second part then &
 him and assigns against all and every
 person or persons lawfully claiming or to
 claim the whole, or any part thereof, shall
 and well warrant, and for ever defend,

And Witness Whereof the said party of the first
 part. have hereunto set their hands and seals
 the day and year first above written

Sealed and delivered

in presence of

sig

sig

J. S. Wright Seal
 C. B. Wright Seal

Nicholas & Clapp

State of Union }
 Cook's County }

I Edward Wright a Notary
 Public in and for the said

County. do hereby certify that
 John S. Wright and Catherine B. Wright were
 personally known to me as the same persons

whose names are subscribed to the instrument, appeared before me this day in person and acknowledged, that they signed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

And the said Catherine B. wife of the said John P. Mott having been by me examined separate and apart, and out of the hearing of her husband and the contents and meaning of the said instrument of writing having been by me fully made known, and explained to her acknowledged that she had fully and voluntarily executed the same, and relinquished her dower to the lands and tenements therein mentioned, without compulsion of her said husband and that she does not wish to retract the same.

Given under my hand and seal this twentieth day of October A.D. 1852

L. P.

Signed

Edward Mott
Notary Public

Exhibit
B.

22

This Indenture made this Twenty ninth day of
October in the year of our Lord one thousand
Eight Hundred and fifty two Between John F.
Wright of the City of Chicago County of Cook,
and State of Illinois and Catherine B. his wife
party of the first part. and George W. Cole, George
H. Rumsey, and William F. Rumsey, of the same
place. of the second part.

Witnesseth that the said party of the first part.
for and in consideration of the sum of Five
thousand four hundred and seventy two dollars
lawful money of the United States, of America to them
in hand paid by the said party of the second part
at or before the making and delivery of these pre-
sents the receipt whereof is hereby acknowledged &
have aliened remised released conveyed, and Con-
firmed and by these presents do alien remise release
convey, and confirm unto the said party of the
second part, and to his heirs and assigns forever.

All those certain lot. piece. or parcels of land.
to witt. as cont. lot. one (1) lot (2) lot (3) in &
Russell's sub-division of lot one (1) in Block. lot (2)
of the original map of Chicago as laid out by the
Commissioners of the Illinois and Michigan Canal
the same being & lying upon North Water Street
out. by the Canal Commissioners and on or near
Dearborn Street. Also all the right title and interest
which the said party of the first part have in and to
the land lying said lot one (1) lot (2) lot (3)

Kingie

and also lot (41) from adjoining them to the West, which lies between said four lots and the center of the Channel of the Chicago River together with the Leases of the wharfing privileges so called, in front of said lots, executed by the Trustees of the Town of Chicago for some hundred, and more or less years, to said John & Elizabeth & others

Together with all, and singular the tenements, hereditaments and appurtenances therunto belonging or in any way or appertaining and all the reversions and reversions remainders and remainders rents issues and profits & duties, and also all the estate right title interest property, possession claim and demand whatsoever, as well by law as in equity of the said party of the first part in or to the above described premises and every part: and parcel thereof with the appurtenances to have, and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part: their heirs and assigns forever.

And the said John & Elizabeth for himself his heirs Executors and administrators, doth hereby Covenant, promise and agree to and with the said party of the second part, their heirs and assigns that he has not made, done committed Executed or suffered any act, or act doing or doing whatsoever, whereby, or by means whereof, the above mentioned and described premises or any part or parcel thereof, now are, or at

any time hereafter shall, or may, be impeached or
alleged, or encumbered, in any manner, or way what-
soever, except as to a certain Mortgage executed by him
and wife to John & Mary, date the 14th day of
May, 1857, & Recorded in the Records office of
Cook County, in Book Gen of Mortgages page
569, which mortgage is assumed and to be fulfilled
by said parties, of the second part.

And Witness Whereof the said party of the first part
have hereunto set their hands and seals the day and
year first above written

Signed and delivered in presence of	}	Sig	J. J. Wright	Wid
		Sig	C. B. Wright	Wid

State of Illinois
County of Cook

I Edward Wright a Notary
Public in and for said County.

in the State aforesaid do hereby certify that John S.
Wright and Catherine B. Wright personally known
to me as the persons whose names are subscribed
to the annexed Deed appeared before me this day
in person, and acknowledged that they signed &
sealed, and delivered the said instrument of writing
as their free, and voluntary act for the use and
purpose therein set forth And the said Catherine B.
wife of the said John S. Wright having been by me
examined separately, and apart and out of hearing
of her husband and the contents and meaning of
the said instrument of writing having been by me

made known. and fully explained to her. she acknowledged that she had freely, and voluntarily executed the same. and relinquished her dower to the said. and covenants therein mentioned without compulsion of her husband, and that she does not now retract the same.

Given under my hand and Notarial seal. this
Thirteenth day of October. A.D. 1852.

Signed Edward Hughes Notary Public

[L P]

Exhibit "C"

26

This Indenture, made this tenth day of December in the year of our Lord one thousand Eight Hundred and fifty one. Between John O. Wright of the City of Chicago Comby. of Cook and State of Illinois of the first part and George W. Dole Julian S. Rumsey, and Geo. F. Rumsey of the same place of the second part.

Witnesseth that the said party of the first part for and in consideration of the covenants and agreements hereafter mentioned to be kept and performed by the said party of the second part their executor, administrators and assigns hath devised and leased to the said party of the second part all three premises situate lying and being in Chicago in the County of Cook and State of Illinois and known and described as follows to wit

Lot (1) (2) (3) (4) (5) (6) and (7) of Lot one (1) Block No (2) original Town of Chicago being Eighty four on the north by one hundred and eighty feet deep on Dearborn Street. To Have and to hold the said above described premises unto the appearance unto the said party of the second part their executor administrators and assigns from the first day of January in the year of our Lord one thousand Eight Hundred and fifty two for and during and until the first day of January A.D. eighteen hundred and fifty seven to be u-

newed hereafter for the further term of five years
 at the option of the party of the second part in ac-
 cordance with the provisions endorsed on the back
 hereof. And the said party of the second part in
 consideration of the leasing of the premises aforesaid
 by said party of the ~~second~~^{first} part to the said party of
 the second part do covenant and agree with the said
 party of the first part in his executor, administrator
 and assigns to pay the said party of the first part
 as rent for said demised premises the sum of (\$750)
 seven hundred and fifty dollars per annum for the
 first second and third year (\$900) nine hun-
 dred dollars for the fourth year and (\$975)
 nine hundred and seventy five dollars for the
 fifth year payable semi annually on the fif-
 teenth days of June and October in each year
 and also that they will pay the ordinary taxes
 that may be laid on said premises during this
 lease but not any extraordinary taxes or special
 assessments. And the said party of the second
 part further covenants with the said party of
 the ~~second~~^{first} part that at the expiration of the time
 in this lease mentioned or at any earlier termina-
 tion of this lease if any he will yield up the
 said demised premises to the said party of the first
 part in as good condition as when the same were
 letted upon by the said party of the second part
 less by fire or inevitable accident and ordinary

near excepted.

28
It is further agreed that if planting or burning
in Dearborn street, or side tracks be ordered, by
the Common Council taxable upon the above
demised property, the party of the second part shall
pay for the same, and the amount or amounts so
paid shall be deducted from the three years rent-
sum annually, after such amounts have been &
paid provided the lease extends so far, and if
not, then said amount or amounts, may be
deduced from the last years rent in same manner.

It is expressly understood, and agreed, by
and between the parties aforesaid that if the
rent, above reserved, or any part thereof shall
be behind or unpaid ten days after the day
of payment, wherein the same ought to be
paid as aforesaid or of default shall be made
by said party of the second part, their executor ad-
ministrator or assigns in the keeping or perform-
ing any of the covenants herein contained to be
kept, by the said party of the second part their
Executor administrator or assigns it shall or
may be lawful for the said party of the first
part his heirs executor, administrator agent, at-
torney or assigns at his or their election to enter
said term ended and into the said demised
premises or any part thereof either with or
without process of law, to re-enter and the said
party of the second part or any other person or

sons occupying in and upon the same, be peacefully
 removed and put out, using such force as
 may be necessary in so doing and the said sur-
 mises again to be opened, and enjoyed, as in the
 first and former estate and to distain for any
 rent that may be due thereon upon any pro-
 perty belonging to the said party of the second
 part, whether the same be exempt from execution
 and debts by law or not and the said party
 of the second part in that case hereby agree to
 waive all legal rights which they may have
 to hold or retain any such property under
 any exemption law now in force in this state
 or in any other way. meaning and intending
 hereby to give to the said party of the first part
 in their executor administrators or assigns a
 valid and just lien upon any and all
 the goods chattels or other property belonging
 to the said parties of the second part as security
 for the payment of said rent in manner afore-
 said any thing herein before contained to the
 contrary notwithstanding And if at any time
 said term shall be ended, at such election of said
 party of the first part, his executor administra-
 tor and assigns as aforesaid or in any other
 way the said party of the second part their
 Executor administrators and assigns do hereby
 covenant and agree to surrender and deliver

up said above described premises and property,
 peaceably to said party of the first part, his
 heirs, executors, administrators and assigns, im-
 mediately upon the determination of said term
 as aforesaid and if they remain in possession of
 the same thirty days after notice of such de-
 fault, or after the termination of this lease, in any
 of the ways above named they shall be deemed
 guilty of a forcible detainer of said premises under
 the statute and shall be subject to all the
 conditions and provisions above named and to
 eviction and removal with or without process
 of law as above stated

Reference to the full understanding of this lease
 and further conditions being had to documents
 on the back hereof

In Testimony whereof the said parties have hereunto
 set their hands and seals the day and year first
 above written.

In presence of
 the words "first" and
 two lines above under being
 erased and the words
 ten days after inserted in
 place of "on" before signing

J. S. Wright	<u>Real</u>
Geo W Dole	<u>ES</u>
J. S. Rumsey	<u>ES</u>
Geo. J. Rumsey	<u>ES</u>

Copy "D"

31

This Indenture made the twelfth day of June
in the year of our Lord one thousand eight hun-
dred and fifty one. Between John. B. Russell
and Cornelia his wife of the City of Chicago
County of Cook. and State of Illinois of the
first part. and John P. Wright of the same
place of the second part.

Witnesseth That the said parties of the first part
for and in consideration of ten dollars to them in hand
paid by the said party of the second part (the
receipt whereof is hereby acknowledged, and the
said party of the second part for ever released and
discharged therefrom, have remised released
sold. Conveyed and quit claimed and by
these presents do remise release, sell. Convey
and quit claim unto the said party of the
second part his heirs and assigns for ever all
the right title interest claim and demand
which the said party of the first part have in
and to the following described lot. piece or parcel
of Land. to wit Lot, one. (1) Two. (2) Three (3) four
(4) Five (5) Six (6) Seven (7) Eight (8) of Russell's
subdivision of Lot one (1) in Block Two (2) of the
Original Town of Chicago

To have and to hold the same together with
all and singular the appurtenances and privileges
therunto belonging or in anywise therunto apper-
taining and all the estate right title interest and

claim whatsoever, of the said part. of the first
part. either in law. or equity to the said proper.
use. benefit and behoof of the said party of the
second part. his heirs and assigns for ever.

In Witness Whereof the said parties of the
first part. hereunto set their hands and seals the
day. and year first above Written
Signed Sealed and delivered } J. B. Russell. Read
in presence of } Cornelia Russell Read
Edward Thight as to
J. B. Russell

State of Illinois }
Cook County }
I, Edward Thight a Notary
Public in and for the said
County in the State of Illinois do hereby certify
that John B. Russell, who is personally known to
me, as the same person, whose name is subscribed
to the above instrument of writing appeared before me
this day in person and acknowledged that he
signed, sealed, and delivered the said instrument
of writing as his free and voluntary act for the
uses and purposes therein expressed.

Given under my hands and seal. this

Twenty Eighth day of June A.D. 1851.

Edward Thight
Notary Public

(Seal)

State of Simon
Cook County p.

I Edward Thylt a Notary
Public in and for said County
in the state of aforesaid do hereby certify that Conelia
Russell who is to me personally known to be the
same person who executed the Within Deed, &
personally appeared before me this day and having
been by me examined separately and apart and
out of the hearing of her husband. (the within
mentioned John B. A Russell) and the contents
and meaning of the Within deed having been
by me fully explained and made known to her.
acknowledged that she had executed the same
freely and voluntarily and without compulsion
her husband.

Given under my hand and Notarial Seal
this Eighth day of March A.D. 1852

Edward Thylt

Notary Public

Seal

And afterwards took on the Fifth day of April
in the year of our Lord one thousand Eight hun-
dred and Fifty Four, the same being one of the
days of the April Term of said Court, the follow-
ing among other proceedings were had, and en-
tered of record in said Court book.

Cornelia Russell

vs.
George A. Rumsey et al

In Chancery

This cause came

on to be heard upon the Bill answered, affidavits and
an agreed statement of facts and exhibits &
trusts attached and the Court having heard the
proofs and allegations of the parties and the ar-
gument of Counsel and being now fully advised
in the premises it is hereby pro forma or-
dered and decreed that the Bill of Complaint
in this case be dismissed at the cost of said
Complainant, and thereupon the said Complain-
ant excepts and prays an appeal from the
decree and Judgment of this Court to the Supreme
Court of the State of Illinois which is granted
on condition that said Complainant make and
execute her appeal bond in the penal sum of
two hundred and fifty Dollars with Joel S.
Page as surety. Conditioned as the Law directs and
hereupon said Complainant files her said
Bond as above required which is approved by
the Court

And afterwards writ on the day and year aforesaid the said
 Cornelia Russell filed in the Clerk's Office of said Court her appeal
 bond which is in words and figures following to wit:
 Know all men by these presents that Mrs. Cornelia Russell of
 J. Page of the County of Cook and State of Illinois are here by
 family bond unto George F. Rumsey and Julia F. Rumsey each of
 the same County & State in the penal sum of five hundred and fifty
 Dollars lawful money of the United States for the payment of which we
 and truly to be made we bind ourselves our heirs executors and administrators
 jointly severally and firmly by these presents Under our hands and
 seals this fifth day of April A.D. 1864. The condition of the above
 obligation is such that whereas the said George F. Rumsey and
 Julia F. Rumsey did on the said fifth day of March A.D.
 1864 in the Superior Court of Chicago in and for the County of Cook
 and State of said and of the March term thereof A.D. 1864 re-
 ceive a judgment against the above bondmen against the
 above bondmen Cornelia Russell for the sum of

Dollars and cents. And the cost of suit from which
 said judgment of said Superior Court of Chicago the said Cornelia
 Russell has prayed for and obtained an appeal to the Supreme
 Court of said State. Now Therefore if the said Cornelia
 Russell shall duly prosecute her said appeal with effect and
 more over pay the amount of the judgment for costs rendered
 to be rendered against her in the said judgment shall be
 assigned in said Supreme Court then the above obligation
 to be void otherwise to remain in full force and Virtue

Cornelia Russell
 by J. S. Page her attorney in fact. *[Signature]*
 Orel. J. Page. *[Signature]*

State of Illinois
Cook County

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I Thomas B Carter Clerk
of the Superior Court of Chicago within and for
the County and State aforesaid do hereby cer-
tify the above and foregoing to be a true per-
fect and complete transcript of all the papers
on file in my office together with all the
orders made and entered of record in said Court
in a certain cause lately pending in said
Court on the Chancery side thereof wherein
Cornelia Russell was Complainant or Petitioner
and George F Ramsey and William F Ramsey
were defendants.

In Witness whereof I have hereunto
set my hand and affixed the
Seal of said Court at the City
of Chicago in said County and
State the day of April A.D. 1864.

Thomas B Carter

Clerk



State of Illinois }
Third Grand Division }

Supreme Court
April Term 10, 1864

Cornelia Russell
Appellant

George J. Rumsey et al
Appellus

Assignment of
Errors

And now comes the said Appellant
and says that in the record and pro-
ceedings aforesaid there is manifest
error in this to wit: The Court
erred in dismissing the Bill of Com-
plaint, and in not rendering a
decree for dower, wherefore she
prays that the order dismissing the
bill be reversed &c

By Rucker Page & Fitch
her Solicitors

Filed in error
Leammur McLaugh & Fuller
For Appellus

27 38
Cornelia Russell

Geo. T. Russell & Co

Russell

Filed April 21, 1861
L. Leland
Clerk

Nov. 10. 55 paid
Wheat & Co.