

14052

No. _____

Supreme Court of Illinois

Phillips

vs.

Smith

I give as Witness my hand in presence of
not. p. q. r.

And on the 8th day of November 1824. The following Power of Attorney
is endorsed ~~therein~~ is in the words and figures (signed)

November 8th 1824. This well certify that I empower and authorize
Stephen Hoar to act, as my lawful agent, to conduct the law
suit, with John B. Good against, and on an attachment, and to
take care of my money and to do as tho myself was there or
the best way and manner in the said suit may think best.

Chauncy Smith,

State of Illinois
Franklin County

E. J. Hubbard Clerk to the Court holden

for the Franklin Court. appeared as certify that this and the
foregoing and page contain a true and complete transcript
of a certain ~~plea~~ plea in said Court, wherein
Chauncy Smith, is plaintiff and Peter Phelps, Jacob Phelps and
John Adams are defendants, as the same now remain, in my office

In Testimony whereof I have hereunto subscribed
my name and affixed the seal of said Court.
at Frankfort. this 18th day of April 1828
and of our Independence the 52^d.

E. J. Hubbard
Jared Davis 1828

The Transcript 75
Certificate & Seal 50
1825

1405
Philipps
B
Franklin
Court

This instrument made and entered into this 24th day of March Eighteen Hundred Twenty, four between Peter Phillips on the one part, of Franklin County, and lots of Thomas and Chauncey Smith, of the before mentioned State of the other part, Witnesseth

The said Peter Phillips on the first part, doth covenant and bargain to lease or, let, Assign of Land for and year from the first day of April next, and a good free possession of the ground to Chauncey Smith, of the other part. The piece of land that is before mentioned is when the said Chauncey Smith's Nursery of Apple Trees now stand, the land is to be occupied by the said Chauncey Smith for the purpose of a Nursery for one year and from the first day of April next. The said Smith is to have the full possession from the date hereof, without the intermeddles of any person,

The condition of this agreement is that the said Chauncey Smith, is to deliver to the said Peter Phillips ten quarts of Wheat monthly from the first day of August following, for use of the above mentioned piece of Land

We the subscribers do hereby bind ourselves and our heirs or Executors and Administrators to each other for the fulfillment of the above obligations as Witness our hands and seals.

Peter Phillips (Signature)

P.S. The within bounden Chauncey Smith, further covenants to remove the Nursery by the time or as specified and year from the 1st day of April next.

Chauncey Smith (Signature)

John Plaster.

Upon which is the following agreement, to be legal, but, have the appearance of fraud, with a view of a fraud (to wit) For Value Received I assign as my right, title claim interest & demand to theophiles lived, as Witness my hand this 6th day of May 1824. of the within contents.

Chauncey Smith

Abraham Irwin

November 18th 1824. For Value Received I hereby assign as my right, title claim interest & demands to the within ^{to} Richard