

13120

No. _____

Supreme Court of Illinois

Snapp

vs.

^{EI}
~~P~~ierce et al

71641  7

A B S T R A C T

In Supreme Court, 3d Grand Division of Ill.

ROBERT M. SNAPP,
GEORGE W. MORRIS,
HORATIO MORRIS,
Plaintiffs in Error,

vs.

ABIRAM PEIRCE, and
HANS PATTEN,
Defendants in Error.

Error to Warren.

Page 7 This was an action of ejectment, commenced at the April Term of Warren Circuit Court, A. D. 1854, by defendants in error against plaintiffs in error, to recover the north-west quarter of section 14, township 8 north, in range 1 west, and declaration filed in usual form, to which the defendants below filed a plea of general issue.

11 The case was tried at the April term, 1855, before the Judge, the
5 jury in the cause having been discharged by agreement of parties, and judgment for the plaintiffs below.

The Bill of Exceptions shows the following facts :

13 The defendants below admitted possession of the premises in the controversy at time of commencement of this suit.

Plaintiffs then introduced in evidence a Patent from United States to James Atcherson, dated December 15, 1817, for said land.

14 Clement Peirce testified that he had been agent for Abiram Peirce since 1836; that he bought the land of Hans Patten

January 15, 1836, and sold it to Abiram Peirce in October, 1836; that he received from Patten no title papers, but only a bond for a deed, which he delivered to Abiram Peirce in Oct., 1836, and gave him no other papers or transfer; that since then he has had in his possession, as agent of Abiram Peirce, the Patent, a Deed from Samuel A. Morse to Hans Patten, and a deed from Hans Patten to Abiram Peirce, which were all the title papers he ever had, which deed he received from Amos Peirce.

Witness never had possession of the deed from the patentee, and he believed Abiram Peirce never had it; was not in witness' power to produce it, and he believed it was not in power of plaintiff to produce it. Plaintiffs offered to prove what Patten said as to the deed at the time he sold to witness, which was objected to by defendants, and the objection overruled, to which ruling the defendants excepted, which evidence was, that Patten told witness when
 15 he bought the land that he never had the deed from Atcherson to Morse, and did not know where it was; that it was lost or mislaid, and that he would either produce the deed or a copy from the Records; that he has not yet produced the deed, and gave him a writing to that effect, which was produced and identified, and offered in evidence, and objected to by defendants, and objection overruled, and excepted to by defendants, which paper was read in evidence.

The plaintiffs then offered in evidence a certified copy of a deed from said Atcherson to said Morse for this land, which was objected to, and the objection sustained.

16 Plaintiffs then offered in evidence a deed from Samuel A. Morse
 19 to Hans Patten, dated Dec. 7, 1835, conveying this and other tracts of land, which was objected to because the words South-west in
 24 describing the second tract of land, had evidently been altered from the words South-east, and because there had been an erasure of something, and the word *William Kelley* written after describing the second tract, which objection was overruled, and the deed read in evidence, and the defendants excepted.

Plaintiffs recalled Clement Peirce, who testified (subject to the objections of defendants) that he procured a bond from Hans Patten for this land, and transferred it to Abiram Peirce in writing, by endorsement on said bond; has never seen the bond since, and does not know, except from information, what became of it; that

he has made search for it ; that he went to Patten's house, five miles from Quincy, and searched among his papers, in January, 1854, but did not find it. Patten had gone to California ; that he knows it is not in the power, province, or control of plaintiffs to produce it ; that in February, 1854, witness wrote to Patten in California, and did not get it. Patten answered his letter, which letter was produced and identified, and offered in evidence. Objected to by defendants ; objection overruled and excepted to by defendants, in which letter he states that he "recollects making a bond for a deed for the lot mentioned in your letter, but cannot fix the date in my mind ; that about the time you mention, Oct., 1836, Abiram Peirce came to me with the bond assigned by you, the date of the assignment not recollected, and that I took up the bond and made
26 him a deed ; that I kept the bond a considerable length of time, but before leaving Illinois destroyed them. I recollect the assignment distinctly. Any use you can make of my testimony will be cheerfully rendered, and all the assistance I can give you in any way is at your service ; use my name in any way that may be by you desirable.

27 Amos Peirce testified that he recollects the bond, that he had possession of it a day or two after it was assigned by Clement Peirce ; that witness went with Abiram to Quincy ; that Abiram gave the bond and money sufficient to complete the purchase to witness, who gave the bond and money to Patten, and took a deed for the land ; the bond had an assignment on it ; did not know what became of the bond or the assignment : witness identified the deed from Hans Patten to Abiram Peirce, and that the deed was made in discharge of the bond.

Plaintiffs then read in evidence the copy of the bond from Hans
28 Patten to Clement Peirce, dated January 15, 1836, together with the entry book of the Circuit Court Clerk of Warren County, showing the record of said bond, April 4, 1836. Consideration expressed, \$320 ; \$80 cash, and three notes of \$80 each. Plaintiffs then offered to prove the contents of the assignment on said bond by parol,
31 which was objected to, and the objection sustained.

Plaintiffs then read in evidence, deed from Hans Patten to Abiram Peirce, dated Oct. 11, 1836, and the Entry Book, showing that the deed was recorded in Warren County, May 8, 1837.

35 Plaintiffs then read in evidence a mortgage of said land, given by
 37 Hans Patten to Samuel A. Morse, dated April 21, 1836, recorded in
 Warren County, Dec. 30, 1836. Foreclosure of said mortgage in
 the Adams Circuit Court, wherein Samuel A. Morse was complain-
 ant and Hans Patten, William Patten, Anthony Cannon, Madison
 Hendricks, E. Haskins, Abraham Cooley, Peter Cox, Clement
 Peirce, John Miller, Robert Tillson, John Hodges, and the unknown
 38 heirs of David Kipp, were defendants. Bill filed February 13, 1844.
 61 Decree of sale, April Term, 1844. Report of sale by the Master,
 64 July 25, 1844, to William H. Ralston. Report of Master approved
 73 Oct. 7, 1844. Deed from Master to said Ralston, on said sale, July
 74 29, 1844.

78 Plaintiffs read in evidence a Bond from said Ralston to defendants,
 dated Sept. 20, 1852, for the conveyance of said land, upon pay-
 ment of the purchase money, a part of the same being acknowledged.
 80 Plaintiffs offered in evidence the testimony of Clement Peirce and
 Amos Peirce with reference to the sale of the premises by Clement
 to Abiram, the delivery of the bond of Patten to Clement on the
 sale to Abiram, the payment of the balance due to Patten, and the
 delivery of the bond by the agent of Abiram to Patten, and the ex-
 ecution and delivery of the deed of Patten to Abiram, in discharge
 of the bond before executed to the witness Clement, as stated by the
 witness Clement and Amos, in laying the foundation for secondary
 proof, as testimony in chief, to which the defendants objected, which
 objection was overruled, and the evidence admitted, and defendants
 excepted to the ruling of the Court.

81 This was all the evidence, and the Court found for the plaintiffs
 below.

Defendants moved for a new trial, upon the following reasons:

1st. The finding of the Court is against law.

2d. The finding of the Court is against evidence.

3d. The Court admitted improper evidence.

4th. The Court excluded proper evidence.

5th. The judgment of the Court should have been for the defend-
 ants.

ASSIGNMENT OF ERRORS.

1st. The Court below erred in rendering judgment for the defend-
 ants in error.

[5]

- 2d. The finding of the Court below was against law.
- 3d. The finding of the Court below was against the evidence.
- 4th. The Court below admitted improper evidence on part of plaintiffs below.
- 5th. The Court erred in refusing to grant a new trial in said cause.
- 6th. And for divers other errors apparent on said record.

MANNING & MERRIMAN,

Attorneys for Plaintiffs in Error.

44-21

Snaph et al
vs.

Pierce et al

Abstract-

Filed Apr. 18. 1860

S. Leland
Clerk

BRIEF OF PLAINTIFF'S ATTORNEYS.

In the Supreme Court of Ill., 3d Grand Division.

ROBERT M. SNAPP,
GEORGE W. MORRIS,
HORATIO MORRIS,
vs.
ABIRAM PEIRCE, and
HANS PATTEN.

} In Ejectment.
Error to Warren.

This was an action brought by defendants in error against plaintiffs in error, to recover the north-west quarter of section 14, township 8 north, in range 1 west.

Plaintiffs below showed title from the Government of the United States in James Atcherson, by patent, dated December 15th, 1817, but failed to show a connected chain of title from said Atcherson to plaintiffs.

They then introduced preliminary testimony to lay the foundation for the introduction of a copy of a bond for a deed from Hans Patten to Clement Peirce, dated Jan. 15th, 1836, and recorded in Warren county, April 4th, 1836, which copy of said bond was admitted in evidence.

Plaintiffs below then offered to prove by parol the assignment of said bond from said Clement Peirce to Abiram Peirce: which evidence was excluded.

They then introduced a deed from Hans Patten to Abiram Peirce dated Oct. 11th, 1836, and recorded May 8th, 1837.

This was all the proof of title in plaintiffs below.

They then endeavored to show that the claim of defendants below was acquired through Samuel A. Morse, who, they claimed, was a subsequent purchaser, with notice of the sale of said land from Patten to Clement Peirce.

For this purpose they introduced a mortgage from Hans Patten to said Morse dated April 21st, 1836, recorded Dec. 30th, 1836; a record of the foreclosure of said mortgage showing a sale of said land by the Master in Chaucery to William Ralston:—a deed from the Master to Ralston dated July 29th, 1844, and a bond for a deed from Ralston to defendants dated September 20th, 1852.

Defendants below admitted possession of the land at the time of the commencement of the suit.

These were all the facts proven; whereupon the Court rendered judgment for the plaintiffs below.

The decision of the Court is erroneous for the following reasons:

- 1 The title acquired under the mortgage is the elder legal title. The deed from Patten to Peirce was recorded May 8th, 1837, whereas the mortgage from Patten to Morse was recorded December 30th, 1836. This point has been repeatedly decided by this Court, the leading case being *Teas vs. Doyle*, 4 Scam. 202.

The bond from Patten to Clement Peirce was no legal title.—Whatever rights the holder of the bond might have in a Court of equity upon proof being made of the execution of the conditions of the bond, it cannot avail him anything in a Court of law against the holder of the legal title.

In an action of ejectment an equitable title cannot be set up against a legal title.

Smith vs. Allen, 1 Blackford 22.

Jackson EX DEM Smith, vs. Peirce, 2 Johnson 221.

Jackson EX DEM Whitbeck vs. Deyo, 3 Johnson 442.

A Court of equity could not declare the mortgage, and the title acquired under it void, but could only compel a conveyance of the legal title thus held, to the holder of the bond. The purchaser with notice of the existence of the bond, stands in the place of the maker of the bond; and in this case no one can deny that at the time of the execution of the mortgage to Morse, the legal title to the land, so far as this suit is concerned, was in Hans Patten, subject to the equities of Clement Peirce. The purchaser at Master's sale therefore acquired the legal title.

But supposing the recording of a bond for a deed sufficient notice to subsequent purchasers so as to vest the legal title in the holder of the bond upon the execution of the deed, it could not be of any avail in the present action, because the plaintiffs below failed to connect themselves with the bond by proof of its assignment. The bond was made to Clement Peirce, and the deed was made to Abiram Peirce.

2. There is no proof that defendants below were in possession of the premises under the title acquired under the mortgage. In the absence of proof of absolute title in plaintiffs below, this proof was necessary.

The plaintiffs below proved a paramount title to the land in James Atcherson, and there was no proof that the defendants were in possession under the title of plaintiffs. So far as the record shows, the defendants may have been in possession under the paramount title, shown in Atcherson.

3. The judgment is in favor of both the plaintiffs below, when the proof shows no shadow of title in Hans Patten.

1 Public Statute, p. 507, chapter 36, section 24.

If Patten at any time had title to the land he had conveyed it

[4]

before the commencement of the suit. He first mortgages to Morse, and afterwards conveys to Abiram Peirce. If either of the plaintiffs was entitled to judgment it was Abiram Peirce.— The Court could not render judgment in favor of a party having no title at all.

MANNING & MERRIMAN,
For plaintiffs in error.

Drupp u Purie

Puffs Brief

Filed Apr 20, 1862

Leland

Clerk

[4]

Robert M Snapp
George W Morris
Donatus Morris
Plffs in Error

Error to
Worcester

Abraham Perie
Hans Potte
Aftersworn

And now come the said
plaintiffs in Error and assign
the following errors, and say
there is manifest error in
this record, and that the
judgment below ought to be
reversed -

1st The Court below erred in rendering
judgment for the defendants
in Error

2 The finding of the Court below
was against the Law -

3 The finding of the Court below
was against the Evidence

4 The Court below ~~permitted~~ ^{admitted}
improper evidence on part of
the plaintiffs below

5 The Court erred in refusing to grant
a new trial in said case

6 and for doing other wrong
appears in said record

Manning & Munn
for plffs in Error

And the said Defendants in Error
come by their attorneys and say there is no
such error as above alleged in the proceeding
of which the foregoing is a record & this &c.

Gandy & Fidd

Defts attorneys

1
Pleas before the Hon. Wegekin
Mc Read Judge of the tenth
Judicial Circuit of the State
of Illinois, At a Circuit Court
began and held at the Court house
in Moonmont, within and for
the County of Warren and
State of Illinois, on the tenth
day of April, in the year of our
Lord one thousand Eight hundred
and fifty four, It being the
second Monday in the month
of April aforesaid, and of the
independance of the United States
the Seventy Ninth.

Present Now, Mc Read Judge

William L. Gandy State Atty

Charles L. Amstutz Sheriff

William Billings Clerk

And afterwards on the 12th day of April
A.D. 1854 the following (among other things)
proceedings were had in said Court to-wit,

Abraham Pierce &
Wm. Patten

vs

Robert M. Snapp
George M. Morris &
Wm. A. Morris

Defendants

This day came the plaintiffs by their attorney and filed their declaration and notice herein, and the notice having been proven to the satisfaction of the Court. Whereupon it is ordered by the Court, that the said defendants be ruled to plead within twenty days, and if they neglect so to appear and plead, a judgment by default will be entered against them, and the plaintiffs will recover possession of the premises described in said plaintiffs declaration, and it is further ordered by the Court, that this cause be continued until the next term of this Court.

Pleas before the Hon Robert
 Mc Head, Judge of the tenth
 judicial circuit of the State of
 Illinois. At a Circuit Court
 began and held at the Court house
 in McDonough, within and for
 the County of Warren, and State
 of Illinois, on the third Monday
 in the month of October
 in the year of our Lord one
 thousand eight hundred and
 fifty four, being the sixteenth day of said
 month aforesaid

Present Hon R Mc Head Judge

William L Gandy state atty

Charles L Amstutz Sheriff

William Billings clerk

And afterwards, on the 21st day of October 1854
 among other things, the followings was had in
 said Court, to wit,

Abiram Pierce &
 Hans Patten

by
 Robert Mc Snapp
 George W Morris &
 Horatio Morris

Ejectment

~~Crossing on~~ — By agreement of parties herein
 it is ordered by the Court, that this cause do

4 Continued till the next term of this Court.

Plaid before the Hon Joseph M
Mead Judge of the tenth Judicial
Circuit of the State of Illinois.
At a Circuit Court began and held
at the Court house in Woomouth
within and the County of Warren
and State of Illinois, on the second
Monday in the month of April
in the year of our Lord one thousand
Eight hundred and fifty five, it being
the ninth day of said month.

Present Hon W M Mead Judge

William L Lundy, State attorney

James McCoy Sheriff

William Billings Clerk

And afterwards to wit, on the 11th day of
April 1855, among other things, the following
proceedings were had in said Court. to wit

Abiram Pierce &
Horns Patten

by
Robert M Snapp
George M Morris &
Horatio Morris

Ejectment

5

This day Came the parties and their attorneys and issue being joined for trial put themselves upon the Country. Thereupon Came a Jury. wit. George Gibson, J F Haley, Washington Ray, Abielon Carr, John B Cox, William Reed, Nathan C Martin, Samuel D Perkins, Thomas J Permunton, David Thomas and George C Adcock who being elected tried and sworn, after hearing part of the Evidence were permitted to separate and required to meet the Court at 8 o'clock tomorrow morning

And afterwards on the 12th day of April 1835 among other proceedings had in said Court the following record was made. to wit.

Abiram Pierce &
Ward Patten

vs

Robert M Snapp
George W Morris &
Horatio Morris

Ejectment

And now again came the said parties, and their attorneys, the Jury herein empanelled by agreement, was discharged, and this cause submitted to the Court, and the Evidence and argument of Counsel having been heard, the Court finds the issues for the plaintiff, and assess their damage at the sum of one Cent, And that the defendants are guilty of unlawfully with holding from the said plaintiffs the possession of the premises described in the plaintiffs declaration. to wit. the North West quarter of Section fourteen, in township eight north, Range

6 One West, And doth further find. That the said plaintiffs are seized of an Estate in fee simple in said premises, Whereupon it is ordered adjudged, and considered by the Court, that the plaintiffs have and recover the possession of said premises of and from the said defendants and that they have their writ of possession therefor. And that they also have and recover of and from the said defendants the sum of one cent, the amount of their damages, together with their costs by them in this cause expended and may have Execution therefor -

And afterwards on the 14th day of April 1855 among other things, the following record was made in said Court to wit

Abiram Pierce &
Noahs Patten

Robert M Snapp
George W Morris &
Horatio Morris

Defendants

This day came the defendants by their Counsel, and moves the Court, for a new trial, which motion is overruled by the Court

7 And afterwards on the 14th day of April A D 1855. the following record was made in said Court, in the above entitled Cause to-wit

Abiram Pierce &
Hans Patten

Robert Mc Snapp
George W Morris &
Horatio Morris

Ejectment

This day again came the defendants, and pray an appeal to the Supreme Court. It is therefore ordered by the Court that the said defendants be permitted to appeal this suit upon filing a sufficient bond with security within thirty days from date, to be approved by the Clerk

The following is a true copy of notice and declaration filed in the above case, on the 11th day of April A D 1855

"State of Illinois, County of Warren
Circuit Court. April term A D 1854

Robert Mc Snapp, George W Morris, and Horatio Morris defendants were summoned to answer unto Abiram Pierce and Hans Patten Plaintiffs of a plea of trespass and Ejectment

For that, whereas, heretofore, to-wit on the first day of February A D 1853, at and within the County of Warren and State of Illinois, aforesaid, the said plaintiff Abiram Pierce, was possessed as of his own demise in fee simple of a certain

8

tract of land situate in the County and State
aforesaid and described as the north west
quarter of section numbered fourteen, in
Township numbered eight north of the base
line, of range one west of the fourth principal
Meridian, and the said Abiram Pierce being
then and there so possessed of the said premises
they the said defendants, afterwards, to wit, on
the day and year aforesaid, there, entered
into the possession of the premises aforesaid
and from the time last mentioned has unlawfully
withheld, and doth now unlawfully withhold
from the said plaintiff Abiram Pierce the
possession of the premises aforesaid, to his
damage one cent.

And for that also whereas heretofore to wit
on the day and year last mentioned at and
within the County and State aforesaid, the
said plaintiff, Hans Patten, was possessed
as of his own demure in fee simple of the
tract of land before described, and being
then and there so possessed, they the said defend-
ants, afterwards, to wit, on the day and year
aforesaid, there, enters, into the possession
of the said premises and from the time last
aforesaid has unlawfully withheld from the
and doth now unlawfully withhold from
the said plaintiff, Hans Patten, the possession
of the premises aforesaid, to his damage one
cent, and therefore the said plaintiff brings
this suit, by

Goudy & Beardsley Attys atty

9 To Robert M Snapp, George W Morris, and
Noratio Morris,
Gent;

You are hereby
notified, that the declaration with a copy
of which you are now herewith served, and
to which copy this notice is subjoined, will
be filed on the first day of the April term
A D 1854, (or as soon thereafter as cause can be
heard) of the Circuit Court, for the County of
Warren and State of Illinois, that upon filing
the same, a rule will be entered requiring you
to appear and plead to said declaration
within twenty days from the date of such
rule, and if you neglect so to appear and
plead, a judgment by default will be
entered against you, and the plaintiff
will recover possession of the premises
specified in said declaration,
dated this 22nd day of October A D 185-3,

Goudy & Beardsly Pettr's attys

I Joseph being duly sworn according to
law, deposes and says, that he served the
foregoing declaration and the notice thereto
subjoined on the nineteenth day of November
A D 185-3, on Robert M Snapp, on the twentieth
day of November A D 185-3, on George W Morris
and on the third day of December A D 185-3
on Noratio Morris, who are the defendants
named in said declaration, and who are
claiming title to the premises in said declaration

described & which are unoccupied by any person
by delivering to each of said defendants, in
said County of Warren, a true copy of said
declaration & notice.

Subscribed & sworn to
Before me this 20th
day of December
A D 1853.

Wm Bellings Clerk

J Hooper Depty Shff

Abiram Pierce &
Hans Patten

by

Robert M Snappetal

Warren Circuit Court
April term A D 1854
Exemption

I do hereby Enter myself
Security for Costs in this Cause and acknow-
ledge myself bound to pay, or cause to be
paid, all costs which may accrue in this
action, either to the opposite party or to any
of the officers of this Court, in pursuance of the
Laws of this State.

Dated this 22nd day of October A D 1853.

George Watson

11

The following is a true copy of the plea
filed in this case, on the 4th day May 1854

Abiram Pierce &
Hans Patten

vs
Robert M. Snapp
George McMorris &
Decorative Morris

Effectment

And the said defendants
for plea to the said first and second counts
of the plaintiffs declaration filed herein
come and say, that they are not guilty
of unlawfully withholding possession of the
said premises described in the said first
and second counts, of said declaration
as in said first and second counts alleged
and of this they put themselves upon the country
&c

Meaning Davidson
attys for defts

13 And afterwards on the 18th day of April.
A D 1855 - the following bill of exceptions was
filed in this case, and signed by the Judge
which is in the words and figures following to wit

" State of Illinois } ss } Warren Circuit Court
Warren County } } April term A D 1855

Ashram Pierce &
Hans Patten

Robert M Snapp
George Walborn &
Horatio Morris

Defendant

Be it remembered that
on the trial of said cause, at the said Term
of said Court, the defendants admitted
that they were in possession of the premises
described in the declaration in said cause
at the time of the commencement of said
suit -

The Plaintiffs then to sustain the
issue in said cause introduced as evidence
a Patent from the United States to James
Atcherson bearing date December 15 - A D
1817 - granting the said premises - which
was read without objection.

The ^{case} Plaintiffs then called, as a witness
Elemeent Pierce, who testified that he had
been the agent of Ashram Pierce, since 1836;
that he bought the premises in controversy
of Hans Patten, January 1st 1836; and
sold them in October 1836; to Ashram
Pierce, that at the time of his purchase

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he did not get any title papers, but only a bond for a deed, which he delivered to Abiram Pierce in October 1836; at the time of his sale to him, and gave him no other papers or transfer. That since that time, he has had in his possession as the agent of Abiram Pierce, the patent, a deed from Samuel A. Moore, to Noah Patten, and a deed from Noah Patten, to Abiram Pierce that these were all the title papers relating to said premises, which he ever had, that he never had an original from Atcherson to Samuel A. Moore, that he received the title deeds above mentioned from Amos Pierce in October 1836;

That witness never had possession of the original deed from from the patentee and that Abiram Pierce, never had possession of it to his knowledge, that he did not then (now) know whose possession it is in, or whose it has been in since Abiram Pierce's purchase. It was not in the power of the witness to produce it, nor did he believe it was in the power of the plaintiffs to produce it. The plaintiffs offered to prove what Patten said as to the deeds at the time when he sold to the witness, which was objected to by the defendants, and the objection overruled, to which the defendants then and there excepted. The witness then stated that Patten told him when he bought the land, that he never had the deed from Atcherson, to Moore, and did not know where it was, that it was lost.

15 on Milad, and that he would either procure the deed or a copy from the records and that he has never yet procured the deed Amos Pierce, who testified that, he delivered the deed above mentioned as having been in the possession of Clement Pierce, to him said Clement; that he obtained them from Patten, but did not get any deed from Atcherson to Meorse; that Patten gave him witness a writing, that he said Patten would procure the deed from Atcherson, to Meorse; which writing was produced identified by the witness and offered in evidence by the plaintiffs, which was objected by the defendants, which objection was overruled - to which ruling of the court the defendants then and there excepted and said writing was read as evidence in the words and figures following:

"I have transferred the A M of Sec 14 T S N, R 1 M, to Abiram Pierce, and not having the deed from the patentee to Samuel A Meorse in my possession, I hereby obligate myself to procure it or a copy from the recorder's office of Pike County in this state and send to him by mail or otherwise as opportunity may offer."

"Oct 12th 1836,

Heans Patten

"The said plaintiffs then offered in evidence a certified copy of a deed from said Atcherson to said

86 Morse, in the words and figures following:

"Know all men by these presents, that I James Atchison of Jonesborough in the County of Washington and Commonwealth in consideration of the sum of forty dollars to me paid, by Samuel A Morse of Machias in the County and Commonwealth aforesaid, the receipt whereof I do hereby acknowledge, have sold remised released and forever quit claimed, & do by these presents, sell, remise, release and forever quit claim unto the said Samuel A Morse, his heirs and assigns, forever a certain lot or tract of land, containing one hundred and sixty acres, being the north west quarter of section fourteen, of township Eight North in range, one West, in the tract appropriated by acts of Congress, for military bounties in the Territory of Illinois, to have and to hold, the said quarter section of land together with all the privileges and appurtenances thereunto belonging, to him the said Samuel A Morse, his heirs and assigns forever,

Signed sealed
& delivered in
the presence of
us
Geo S Smith
Stephen S Bowles

In witness whereof I have
hereunto set my hand and
seal this twenty eighth
day of February, in the year
of our lord one thousand
eight hundred and eighteen,

"James Atchison," *JB*

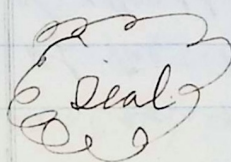
17

Washington ss } Meachias, February 20. 1818.

Then the above named James Atkinson acknowledged the above instrument to be his free act and deed before me

Geo S Smith Justice Peace

Commonwealth of Massachusetts, Washington ss, I Josiah Hoar Clerk of the County of Washington, do Certify that George S Smith Esqr before whom the within deed appears to have been acknowledged, was at the taking thereof and is a Justice of the peace in said County, acting under the authority of the said Commonwealth and that the signature to the certificate of said acknowledgement is true

 Seal

In witness whereof I have
I have set my hand and
affixed the seal of the
County Court, this twentieth
day of May A D 1819

State of Illinois } ss
Madison County }

I Wm J Brown Clerk of the Circuit Court, and by Law Recorder within and for the County and State aforesaid do Certify, that the foregoing is a true and correct copy of a deed of record in my office in Book A Page 329
In testimony whereof I have

habeunto signed my name, and affixed the
 Seal of said Court at
 Edwardsville this 4th
 day of April A D 1853

{ Seal }

Wm J Brown Clerk

Commonwealth of Massachusetts,
 Suffolk ss.

I Geo L Wilde Clerk of the Su-
 preme Judicial Court, within and for
 said County of Suffolk, said Court, being
 a Court of Record, under and by virtue
 of the laws of the said Commonwealth
 of Massachusetts, do hereby certify that the
 deed of which the foregoing is a copy
 from James Atchison to Samuel & Morse
 bearing date the twenty eighth day of
 February, in the year of our Lord one
 thousand eight hundred and eighteen
 and the Execution of which was ack-
 nowledged by James Atchison before George
 S Smith Justice of the Peace, was and is
 executed and proved in Conformity with
 the laws of the said Commonwealth
 of Massachusetts in force at the time of
 the Execution and proof thereof,

In witness whereof I have hereunto
 subscribed my name and affixed
 the Seal of said Court, this
 twenty second day of September
 A D. Eighteen hundred and fifty
 three (3)

{ Seal }

Geo L Wilde Clerk

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To the reading of which copy the said defendants objected - the Court sustained the objections, and the plaintiffs then and there excepted to the opinion of the Court, sustaining such objections.

The plaintiffs then offered in evidence a deed from Samuel A. Moore, and wife, to Hens Patten, in the words and figures following

"Know all men by these presents, that I Samuel A. Moore of Meachias in the State of Maine, Esquire, for and in consideration of the sum of Eighteen hundred dollars, to me paid by Hens Patten of Quincy in the County of Adams & State of Illinois, Esq., the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell & convey unto the said Hens Patten, his heirs & assigns a certain lot of land containing one hundred & sixty acres, more or less, being the North West quarter of Section twenty two, of township thirteen South, in range one West, in the tract appropriated by acts of Congress for military bounties, in the Territory of Illinois, as set forth in the original Patent by the President of the United States to James Elliot, dated December 15, 1817.

Also, one other lot of land, being the South West quarter of Section thirty six, of township eight South, in range three West, in said military tract, as more fully set forth in the original Patent by the President of the

United States to William Kelley, dated December 15, 1817

Also, one other lot of land being the north west quarter of Section Eleven of township Five South, in range Three West, in the said tract, originally Patented to Freeman French, by the President, of the United States, dated April 23, 1818,

Also, one other lot of land, being the North West quarter of Section thirty five, of township one South, in range seven West, in said military tract, in Illinois and Patented by the President, of the United States to Parker Sanburn, dated April 20 1818,

Also, one other lot of land, being the North West quarter of Section fourteen of township Eight North, in range one West in said tract, & originally Patented to James Atcherson, dated December 15, 1817

Also, one other lot of land, being the North East quarter of Section fourteen, of township Eight North, in range one West, in said tract, originally Patented to Moses Wheaton, dated December 15 1817,

Also, one other lot of land, being the North East quarter of Section twenty four of township twelve North, in range two West, in said tract, & originally Patented to Josiah David, dated October 14, 1817

Also, one other tract lot of land Being the North East quarter of Section thirty three, of township nine North, in range four East, in said military tract

and originally Patented to Henry Holmes, dated December 15, 1817.

Also, one other lot of land, Being the South East quarter of Section twenty one of Township twelve North, in Range 1st East in said tract, and originally Patented to Henry Warman, dated December 12, 1817

To have & to hold the above granted premises, with the privileges & appurtenances thereto belonging, to him the said Heirs Patten, his heirs & assigns, to his & their use and behoof forever, and I the said Samuel A Morse, for myself & my heirs Executors and administrators do covenant with the said Patten, his heirs & assigns that I am lawfully seized in fee, of the above granted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said Heirs Patten, as aforesaid, and that I will and my heirs Executors and administrators shall warrant and defend the same to the said Heirs Patten, his heirs and assigns forever against the lawful claims and demands of all persons.

In witness whereof, I the said Samuel A Morse, & I Abigail wife of the said Morse, in token of relinquishment of dower in & to the above granted premises have herunto set our hands & seals this twentieth day of December in the year, Eighteen hundred & thirty five

Signed Sealed &
delivered in presence of

S A Morse *Sub*
Abigail Morse *Sub*

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Albert G Lane
Robt W Foster

State of Maine
Washington County ss

December 12th 1835-

Then the above named
Samuel A Moore, & Abigail Moore, do
acknowledge the foregoing instrument by
them subscribed, to be their free act and
deed, Before me.

Albert G Lane Justice of
the Peace

State of Maine, Washington County, ss
I Aaron L Raymond Clerk of all
the Judicial Courts within & for the County
& State aforesaid, do hereby certify, that
Albert G Lane is a Justice of the peace within
& for said County of Washington, duly
commissioned & qualified according to law
and that his signature above written is
genuine. In testimony whereof, I have
hereunto set my hand and
affixed the seal of the Sup.
Jud Court, this fourteenth
day of December, in the year
of our lord, eighteen hundred
& thirty five.

A L Raymond Clerk as
aforesaid

Seal
of
the
Sup.
Jud
Court

23

State of Maine } SS
 Washington County }

I Albert G Lane, clerk
 of the Supreme Judicial Court, within and for
 the County of Washington. and State of Maine
 it being a Court of record, under and by virtue
 of the laws of said State of Maine; do hereby
 certify, that the foregoing & attached deed, from
 Samuel A. Morse, & Abigail Morse; to Hans Patten
 bearing date the seventh day of December
 in the year of our Lord, one thousand eight
 hundred and thirty five; and the execution
 of which was acknowledged by Samuel A.
 Morse, & Abigail Morse, before Albert G Lane
 a Justice of the peace, was and is executed
 and proved in conformity with the laws
 of said State of Maine in force at the time
 of the execution and proof thereof, and I
 further certify, that Albert G Lane, whose
 signature appears to the foregoing and attached
 certificate of acknowledgment, dated December
 12th 1835:- was on that day, at the time
 of taking the said acknowledgment, a
 Justice of the peace, duly commissioned
 and qualified to take the acknowledgments
 of deeds within and for the County aforesaid;
 and the signature purporting to be his, is
 genuine. And that the foregoing and
 attached deed is made, signed, sealed,
 witnessed and acknowledged in conformity
 with the laws of the State of Maine, as they
 then existed & now exist.

In witness whereof I hereunto
 subscribe my name and affix

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Sept

the Seal of our supreme Judicial
Court, at the office of said Court
in said County this 3rd day of
October A D 1853

Albert G. Lane Clerk,

To the reading of which said defendants
objected, because the words "South West",
in describing the second tract of land in said
deed had evidently been altered from the
words "South East", & because there had
been an Erasure of something, and the words
"William Kelly", written after describing the
same second tract of land, which objection
the Court overruled, and admitted said deed.
And the defendants then and there Excepted.

The plaintiffs then again called
Element Pierce, as a witness who testified
(subject to the objections of defendants)
that he procured a bond for the said
premises of Hans Patten, and delivered it to
Abiram Pierce, and transferred said
bond to said Abiram Pierce in writing by
Endorsement on said bond, has never seen
said bond since it was so transferred, and
does not know except from information
what became of it, that he has made
search for said bond, that he went as
agent of Abiram Pierce, to Patten's house
about five miles from Quincy, in January
1854, and searched among Patten's papers
which were given him by Patten's family
and did not find the bond.

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Patten was gone to California, did not find the bond, that he knew it is not in the power, possession, or control of the plaintiffs to produce, that witness wrote to Patten to California for the bond, in February 1854, and did not get it, that Patten answered his letter. Here the letter was produced & identified by the witness & the letter of Patten was then offered in evidence. It was objected to by defendants, the objection was overruled, and the defendants then and there excepted to the opinion of the Court, whereupon said letter was read in the words and figures following —

"Bernicia May 30th 1854.

"Mr Clement Pierce."

Dear Sir

Yours of March 29th is duly recd. I notice the unfortunate situation in which you are placed by my injudicious act. Some persons apply the epithet Criminal to it, but I do not choose to do so — Misfortunes that I was unable to control produced the disastrous result, the laws and the rules of commerce were more in fault than myself. I feel no compunctions of conscience on the subject. It was but one of the consequences that grew out of a wrong system. The American people have many things to learn yet in regard to government

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and law, In reference to the subject to which
you refer, I have to say, that I recollect
making a bond for a deed to the lot of
land mentioned in your letter, but can
not fix the date in my mind, that
about the time you mention Oct 36
Mr Abiram Pierce came to me with the
bond assigned by you, the date of the
assignment not recollect ed, and that I
took up the bond and made him a
deed, and that I kept the said bond
for a considerable length of time, but
before leaving Illinois, supposing, they
would be of no further use I
destroyed them, I recollect the assignment
distinctly, any use you can make of my
testimony, will be cheerfully rendered
and all the assistance I can give you
in any way is at your service - use
my name in any way that may be
by you desirable - Respectfully,

"No Porter."

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Amos Pierce called and sworn, testified that he recollects the bond, that he had possession of it a day or two, after it was assigned by Clement Pierce, that he went from Warren County to Quincy with Abiram Pierce, who hunted Patten up, and having an opportunity to get away on a boat, Abiram gave me the bond, and the balance of money due for the land, that he went to Patten's house, about five miles from Quincy and completed the business for Abiram, that the bond had an assignment on it - that he (witness) took it and delivered it to Patten - that witness acting for Abiram Pierce, gave Patten the money left with him for that purpose, for the land and the bond, and took a deed from Patten, to Abiram Pierce. - The execution of the deed from Patten to Abiram Pierce, was proved by the witness, and the witness said, he did not know what had become of the bond, or the assignment on it. The witness identified the deed received from Patten, when he delivered up the bond, as the deed from Noah Patten and wife to Abiram Pierce offered in evidence hereafter, and stated that his name was to the deed as a subscribing witness, and that the deed was made in discharge of the bond.

The plaintiffs then offered in evidence the copy of the bond from Noah Patten, to Clement Pierce, dated 15th day of January

1836, together with the Entry book from the office of the Circuit Clerk of Warren County, Illinois, showing the record of said bond, on the 4th day of April 1836, which copy of the bond is in the words & figures, to wit:

No 629

"Know all men by these presents, that I Hans Patten, of Adams County, in the State of Illinois, for and in consideration of the sum of three hundred and twenty dollars, have this day bargained and sold unto Clement Pierce of Warren County, in the state aforesaid, all the following described tract of land, to wit, the north west quarter of Section fourteen, in township eight north, of range one west, of the fourth principal Meridian, and lying in the County of Warren aforesaid. Now provided the said Pierce shall well and truly pay or cause to be paid without defalcation the sum of two hundred and forty dollars, due on three several notes, bearing even date with this instrument and the interest due thereon according to the stipulations thereof, then and at the time the full amount of two hundred and forty dollars and the interest shall be paid to me at my house in said County of Adams I the said Hans Patten, bind myself my heirs Executors or administrators, to make execute seal and deliver unto him the said Pierce, his heirs Executors or administrators, or assigns, a good and sufficient deed

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of conveyance for said above described and its appurtenances.

Provided said sum of money shall not be paid, according to the stipulations in said notes expressed, then and in such case the above obligation shall be and forever remain void in law and equity.

Sealed and delivered this 15th day of Jan. 1836.

Wm Patten Seal

State of Illinois }
County of Adams } Oct }

Be it remembered that on the 15th day of January 1836, personally appeared before me William Laughlin a Justice of the peace, within and for the County, and State aforesaid Wm Patten, who is personally known to me to be the same whose name is signed to the within instrument of writing, and acknowledged the same to be his act and deed for the purposes therein expressed.

Given under my hand the day and year above written.

Wm Laughlin JB

State of Illinois }
County of Adams } Oct }

I Henry W. Snow Clerk of the County Commissioners Court in and for the County of Adams, and State of Illinois, do hereby Certify, that William Laughlin Esq., whose name is

subscribed to the foregoing certificate
was at the time the same was made
an acting Justice of the peace, in and for
the County and State aforesaid, duly com-
missioned and qualified, and that on such
full faith and Credit are and ought of
right to be given to all his official acts.

In testimony whereof I have hereunto
set my hand and affixed the seal
of the County Commissioners,
County of said County, at my
office in Quincy, this 10th day
of February A D 1836.

And of the independence of the United
States, the sixtieth "

W H Snow Clerk

Which copy and Entry book were read in evidence without objection.

And the plaintiffs offered to prove the contents of the assignment on said bond by parol which was on the objections of the defendants excluded by the Court to which decision of the Court, in excluding such parol evidence, the plaintiffs then and there excepted,

The plaintiff then offered in evidence, the deed from Hoans Patten, and wife, to Shiram Pierce, dated 11th day of October 1836, (which had been before proved and identified by the witness Amos Pierce) Together with the Entry book of the Clerk of the Circuit Court, of Warren County, Illinois, showing the record of said deed on the 8th day of May 1837, which deed is in the words and figures following, to-wit:

"Know all men by these presents, that I Hoans Patten, of the County of Adams and State of Illinois, for and in consideration of the sum of three hundred and twenty dollars to me in hand paid by Shiram Pierce of Bradford County and State of Pennsylvania the receipt whereof I do hereby acknowledge do hereby give, grant, bargain, sell and convey and by these presents, have given, granted, bargained, sold and conveyed, to the said Shiram Pierce, one certain parcel or tract of land, lying in the County of Warren, and the

9th of Illinois aforesaid, to-wit: the north west quarter of Section fourteen 14 in township Eight north, and range one west, of the fourth principal Meridian originally Patented by the president of the United States to James Atcheson and by him conveyed to Samuel A Morse, and by him transferred to me, containing one hundred and sixty acres, more or less I have and to hold, to the said Abiram Pierce, his heirs and assigns, the said bargain and sold premises, together with all and singular the rights, privileges and appurtenances therunto belonging, or in anywise appertaining forever — And the said Hans Patten, moreover covenants, with the Abiram Pierce that he will warrant and forever defend the said tract or parcel of land to the said Abiram Pierce his heirs and assigns against himself his heirs or assigns and all lawful claims and demands of all persons whatsoever,

In testimony whereof, we the said Hans Patten, and Sarah Ann wife of said Patten, in token of our relinquishment to above in said premises, have hereunto set our hands and seals, this Eleventh day of October 1836.

Test
Amos Pierce

Hans Patten Seal
Sally A Patten Seal

State of Illinois }
 Warren County } Oct

Be it remembered that on this 12th day October, one thousand Eight hundred and thirty six, personally came before the undersigned a Justice of the peace, in and for the County aforesaid, Wm Patten, and Sarah Ann his wife, both of whom are personally known to me to be the same whose signatures are attached to the within deed, and acknowledged that they signed the same for the purposes therein expressed.

The said wife being first examined apart from her said husband, touching her, (this line obliterated in deed clerk) it freely and voluntarily and without any undue influence of her husband,

Given under my hand and seal the day and year first above written

David Brown J P *(Signature)*

State of Illinois }
 County of Adams } Oct

I Henry W. Snow, clerk of the County Commissioners Court, in and for the County of Adams, and State of Illinois do hereby certify, that David Brown, Esq. whose name is subscribed to the foregoing Certificate, was at the time the same was made an acting Justice of the peace, in and for the County and State aforesaid, duly commissioned and qualified; and that as such

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full faith and credit are and ought a right
to be given to all his official acts,

In testimony whereof I have
hereunto set my hand, and affixed the
Seal of the County Commissioners Court
of said County, at my office in
Quincy this twenty ninth
day of April A D 1837,
and of the independence of
the United States the 61st

Seal

Henry W. Snow Clerk

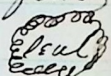
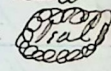
Which deed and Entry of record
were read in evidence without
Objection

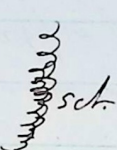
The Plaintiff then read in evidence a mortgage from Heans Patten to Samuel A. Morse without objection, in the words & figures following to wit.

Know all men by these presents that I Heans Patten of the County of Adams in the State of Illinois in consideration of the sum of fifteen hundred dollars to me in hand paid by Samuel A. Morse of the town of Machias in the State of Maine the receipt whereof is hereby acknowledged have given, granted, bargained and sold and by these presents do give grant bargain and sell to the said Morse the following described tracts or lots of Land lying in the tract of land appropriated by Congress for Military Bounties to wit. The North East quarter of section fourteen and the North West quarter of the same section in township eight north and range one West of the fourth principal meridian - The North East quarter of section twenty four in township twelve North of range two West - The North West quarter of section thirty five in township thirteen North and range three West - The NE quarter of section twenty two in township seven North and range six West - The South East quarter of section twenty one in township twelve north and range six East - The NE quarter of section thirty three in township nine North and range four East - The North West quarter of section thirty five in township one South and range seven West - The South West and the South East quarter of section thirty six in township eight South and range three West - The North West quarter of section twenty two in township thirteen South and range one West - The North West quarter of section eleven in township five South and range three West - and the North East quarter of section twenty three township fifty three North range seventeen West in the tract appropriated by acts of Congress in the Territory of Missouri North - To Have and to Hold the said Morse his heirs and assigns forever the said tracts or parcels of land, together with all

and singular the rights, privileges and appurtenances, thereunto belonging or in anywise appertaining - The foregoing deed is however made for each purpose as herein after set forth. To wit: Said Patten has this day purchased of said Morse the lots of lands therein named for the sum of eight hundred dollars. Two hundred dollars being in hand paid to the said Morse by the said Patten as also eight several notes executed by said Patten payable to said Morse of said two hundred dollars each payable on the first day of June 1836, 1837, 1838, 1839, 1840, 1841, 1842, and 1843 respectively and bearing interest from the first day of June 1836 as will (more) fully appear by reference to said notes. Now the Object of this deed is to secure the payment of the said sum of money and interest which in case said Patten pay or cause to be paid according to the stipulations thereof this deed is to be null and void other wise to remain in full force and effect.

In testimony whereof the said Hans Patten and Sally Ann his wife hereby relinquishing her right to dower have hereunto set their hands and seals this twenty first day of April 1836

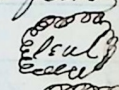
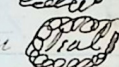
Hans. Patten 
Sally Ann. Patten 

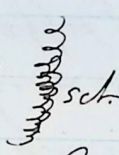
State of Illinois 
County of Adams

Be it remembered that on this 23^d day of April 1836 personally appeared before me a Justice of the Peace in and for the County aforesaid the within named Hans Patten and Sally Ann his wife both of whom are personally known to me to be the same, whose names are signed to the within deed and acknowledged the same to be their act and deed for the purposes therein expressed, the said wife being first examined apart from her said husband touching the contents of the same said

and singular the rights privileges and appurtenances, thereunto belonging or in anywise appertaining - The foregoing deed is however made for each purpose as herein after set forth, to wit: Said Patten has this day purchased of said Morse the lots of lands therein named for the sum of eight hundred dollars, two hundred dollars being in hand paid to the said Morse by the said Patten as also eight several notes executed by said Patten payable to said Morse of said two hundred dollars each payable on the first day of June 1836, 1837, 1838, 1839, 1840, 1841, 1842, and 1843 respectively and bearing interest from the first day of June 1836 as will (more) fully appear by reference to said notes. Now the Object of this deed is to secure the payment of the said sum of money and interest which in case said Patten pay or cause to be paid according to the stipulations thereof this deed is to be null and void other wise to remain in full force and effect.

In testimony whereof the said Hans Patten and Sally Ann his wife hereby relinquishing her right to do so have hereunto set their hands and seals this twenty first day of April 1836

Hans. Patten 
Sally Ann. Patten 

State of Illinois 
County of Adams

Be it remembered that on this 23^d day of April 1836 personally appeared before me a Justice of the Peace in and for the County aforesaid the within named Hans Patten and Sally Ann his wife both of whom are personally known to me to be the same, whose names are signed to the within deed and acknowledged the same to be their act and deed for the purposes therein expressed, the said wife being first examined apart from her said husband touching the contents of the same said

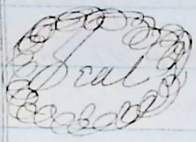
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she did it freely and voluntarily and without any undue influence of her said husband. Given under my hand and seal the day and year above written.

David Brown. J.P.

State of Illinois }
Adams County } 3rd Sect.

I Nicholas Wren Clerk of the County Commissioners Court in and for said County do hereby certify that David Brown Esq whose name appears to the foregoing Certificate was on the day of the date thereof an acting Justice of the Peace in and for said County duly Elected, Commissioned and Qualified as appears to me of record and that his official acts as such are entitled to full faith and credit.



In Testimony Whereof I have hereunto set my hand and affixed the Seal of said Court at Quincy this 12th day of February in the year of our Lord one thousand eight hundred and forty four.

Nichas. Wren Clk C.C.C. A.C.

The plaintiffs then read in evidence without objection a Record of the foreclosure of said Mortgage in the words and figures following.

State of Illinois }
County of Adams } 3rd Sect.

Came before the Honorable Jesse B. Thomas At a Circuit Court sitting as a Court of Chancery holden at the Court House in Quincy in and for the County of Adams in the State of Illinois on Thursday the Third day of October in the year of our Lord one thousand eight hundred and forty four.

Present the Honorable Sepe B. Thomas, one of the Justices
of the Supreme Court of the State of Illinois, Assigned for
judicial purposes to the fifth judicial Circuit of
said State and presiding Judge of the Adams Circuit
Court.

Samuel A. Morse

Complainant

vs. ³

Hans Patten. William Patten. Anthony Cannon. Madison Hendricks.
E. Haskins. Abraham Crooley. Peter East. Charles Pierce John Miller
Robert Tillson. John Hughes, and the unknown heirs of David Hieb
Deceased ³ Defendants.

Be it remembered that here before
to wit on the thirteenth day of February in the year of our
Lord one thousand eight hundred and forty four, the
said Complainant by his solicitor filed in the said Cir-
cuit Court on the Chancery side thereof his bill of Com-
plaint against the said defendants in the words and
figures following to wit:

To the Honorable Judge of the fifth
Judicial Circuit Court within and for ~~that~~ the County
of Adams and State of Illinois in Chancery sitting of
the April Term AD 1844. Humble complainant
therein unto your Honor your Orator Samuel A Morse
of Machias in the State of Maine represents that Hans
Patten late of the County of Adams and State of Illinois
whom your Orator prays may be made defendant
to this his bill of Complaint, being seized or pretending
to be seized in fee simple of certain tracts or lots of
lands lying in the track of land appropriated by Congress
for Military purposes. to wit:

The North East quarter of Section four teen and the North
West quarter of the same section in township eight north
and range One West of the fourth principal meridian

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The North East quarter of Section twenty four in township
 twelve north of range two west. The North West quarter of
 Section thirty five in township thirteen north and range
 three west. The North East quarter of Section twenty two in
 township seven north and range six west. The South East
 quarter of Section twenty one in township twelve north
 and range six East. The North East quarter of Section
 thirty three in township nine north and range four East.
 The North West quarter of Section thirty five in township
 one South and range seven west. The South West and the
 South East quarters of Section thirty six in township eight
 South and range three west. The North West quarter of
 Section twenty two in township thirteen South and range
 one West. The North West quarter of Section Eleven in
 township five South and range three west, and the North
 East quarter of Section twenty three township fifty three
 North, range twenty west. in the tract appropriated
 by Acts of Congress. in the Territory of Missouri North
 And said Heans Pattern being in want of a large sum
 of Money did on or about the twenty first day of
 April in the year of our Lord one thousand eight
 hundred and thirty six apply to your orator to lend
 him the sum of fifteen hundred dollars to be secured
 by a Mortgage upon the afore said described premises
 that your orator did loan to the said Heans Pattern the
 said sum of fifteen hundred dollars and thereupon the
 said Heans Pattern and Sally Ann his wife (said Sally
 Ann having since that time departed this life) to secure
 the payment of the same with lawful interest thereon
 from and after the first day of June A.D. 1836 by their
 deed of Mortgage duly executed and dated on the
 twenty first day of April 1836 and duly acknowledged
 according to law on the twenty third day of April ^{A.D.} 1836
 which said deed of Mortgage together with the certificate

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of Acknowledgement thereon was afterwards duly recorded in the office of the recorder of Adams County Illinois on the eighth day of June AD 1836 of Mercer County Illinois on the fifteenth day of August AD 1836 of Putnam County Illinois on the 10th day of October AD 1836 of Yernest County Illinois on the twenty sixth day of November AD 1836 of Warren County Illinois on the thirtieth day of December AD 1836 of Hancock County Illinois on the fifth day May AD 1837 of Pike County Illinois on the twenty seventh day of July AD 1837 of Calhoun County Illinois on the twenty third day of August AD 1837. Conveyed the same premises to your orator in fee simple subject nevertheless to a condition of defeasance on the payment of the said sum of Sixteen hundred dollars with lawful interest thereon from and after the first day of June 1836 in payments of two hundred dollars with interest as aforesaid on the first day of every June after the execution of said Mortgage until the first day of June AD 1848 at which time the last payments as aforesaid fell due, all of which matters and things will more fully and at large appear reference being had to a copy of said Mortgage and certificates of Acknowledgement thereon and of the recorder's certificate of recording the same in the several Counties as aforesaid and of the certificates of the Clerk of the County Commissioners Court for Adams County Illinois under the seal of said Court here with filed marked "Exhibit A" and previously made a part of this bill. Your Orator further reports that at the time of the aforesaid loan the said Hans Patten executed and delivered to your orator his eight certain promissory notes for two hundred dollars each with lawful interest thereon from and after the first day of June AD 1836 and your orator charges that by mistake said notes were dated the tenth day of May AD 1836 whereby he promised to pay to said Morse or order

M

41. the amount of one of said promissory notes with interest as
aforesaid on the first day of every June after the execution
thereof until the first day of June A.D. 1843 at which time
the last of said promissory notes fell due and payable
as will more fully and at large appear reference being
had to a copy of list of said promissory notes, (being the
same promissory notes described in said mortgage) being
herewith filed and marked "Exhibit B" and prayed to be
made a part of this bill. Your orator further represents
and sheweth unto your Honor that the said North East
quarter of Section fourteen and the North West quarter
of the same Section in Township Eight North and Range
One West of the fourth principal meridian and the North
East quarter of Section twenty four in township twelve North
of Range two West. Mortgaged as aforesaid and situated
lying and being in the County of Warren and State of
Illinois, and that the said North West quarter of Section
thirty five in township thirteen North and Range three
West Mortgaged as aforesaid is situated lying and being
in the County of Mercer and State of Illinois. And that
the said North East quarter of Section twenty two in town-
ship seven North and Range first West. Mortgaged as aforesaid
is situated lying and being in the County of Hancock
and State of Illinois. And that the said South East qua-
rter of Section twenty one in township twelve North and
Range first East Mortgaged as aforesaid, is situated lying
and being in the County of Stark and State of Illinois
And that the said North East quarter of Section thirty
three in township nine North and Range four East Mortgaged
as aforesaid, is situated lying and being in the County of
Franklin and State of Illinois, and that the said North
West quarter of Section thirty five in township one South
and Range seven West Mortgaged as aforesaid is situated
lying and being in the County of Adams and State of

Illinois. And that the said South West and the said South East quarters of section thirty first in Township eight South and range three west, and the North West quarter of section twenty two in Township thirteen South and range one west.

Mortgaged as aforesaid and situated lying and being in the County of Calhoun and State of Illinois. And that the said North West quarter of section eleven in Township five South and range three west. Mortgaged as aforesaid is situated lying and being in the County of Pike and State of Illinois. And your orator represents that the premises as above described are the same premises which were

intended to be mortgaged by said Mortgage. And your orator further represents that after the execution and delivery of said Mortgage as aforesaid said Heams Patten combining and confederating to and with one William Patten of the County of Adams and State of Illinois, whom your orator prays may be made defendant to this bill of Complaint conveyed to said William Patten the said North West quarter of section thirty five in Township thirteen North of range three west in Mercer County Illinois and the said South East quarter of section thirty first in Township eight South of range three West in Calhoun County and State of Illinois being parts of the premises mortgaged as aforesaid. Your orator further sheweth that said William Patten was fully acquainted with the premises and well knew of the existence of said Mortgage upon the said premises before and at the time of his said purchase from said Heams Patten, thereby intending to injure and aggrieve your orator in the premises and to defraud him of his principal and interests therein due as aforesaid upon said mortgage, as herein before mentioned sometimes gives out and pretends that he occupied a full complete and indefeasible title of in and to the said premises in his own right by virtue of his said purchase from

43

Heans Patten. Your Orator further represents that said William Patten after his said purchase from said Heans Patten conveyed the said North West quarter of Section thirty five in Township Thirteen North of range three West in Mercer County Illinois to one Anthony Cannon whom your orator prays may be made defendant to this his bill of Complaint. Your Orator sheweth that said Anthony Cannon was fully acquainted with the premises and knows of the existence of said Mortgage upon the said premises before and at the time of his said purchase from said William Patten thereby intending to injure and aggrieve your Orator in the premises and to defraud him of his principal and interest money due as aforesaid upon said Mortgage as herein before mentioned. Some times goes out and pretends that he acquired a full complete and indefensible title of in and to the said premises and owns the same in his own right by virtue of his said purchase from said William Patten. And your Orator further represents that after the execution and delivery of said Mortgage as aforesaid said Heans Patten combining and confederating to and with one Madison Hornclicks whom your Orator prays may be made defendant to this his bill of Complaint. Conveyed to said Madison Hornclicks the North half of the said North West quarter of Section Eleven in Township five South of range three West in Pike County and State of Illinois, being part of the premises mortgaged as aforesaid. Your Orator further sheweth that the said Madison Hornclicks was fully acquainted with the premises and well knows of the existence of said Mortgage upon said premises before and at the time of his said purchase from said Heans Patten thereby intending to injure and aggrieve your orator in the premises and to defraud him of his principal and interest money due as aforesaid on said Mortgage as herein before

144 mentioned, sometimes gives out and pretends that he ac-
-quired a full compleat and indefeasible title of in and
to the said premises in his own right by virtue of his said
purchase from said Heans Patten. And your orator
further sheweth that said Madison Hornriches after
his said purchase from said Heans Patten conveyed
the said North half of the North West quarter of section
eleven in township five north of range three west in Pike
County Illinois to one David Heller who has since that
time departed this life, and your orator prays that
the heirs and legal representatives of the said David
Heller who are unknown to your orator, may be made
defendants to this his bill of Complaint. Your Orator
further sheweth that the said David Heller was fully
acquainted with the premises and well knew of the sit-
-uation of said Mortgage upon the said premises before and
at the time of his said purchase from said Madison Hor-
-ndriches thereby intending to injure and aggrieve your
orator in the premises and to deprive him of his princi-
-pal and interest money's due as aforesaid upon said
Mortgage, as herein before mentioned, sometimes gave out
and pretended in his life time that he acquired a full
compleat and indefeasible title of in and to the said prem-
-ises and owned the same in his own right by virtue of his
said purchase from said Madison Hornriches. And
your orator further represents that after the execution and
delivery of said Mortgage as aforesaid said Heans Patten
Combining and Conspiring to and with one E. Hoastkins
whom your orator prays may be made defendants to this
his bill of Complaint. Conveyed to said Hoastkins the said
North East quarter of section thirty three in township nine
north of range four east in the County of Tipton and State
of Illinois being part of the premises mortgaged as aforesaid
Your orator further sheweth that the said Hoastkins was

46- fully acquainted with the premises and well knows of the existence of said Mortgage upon said premises before and at the time of his said purchase from said Hean's Patten thereby intending to injure and aggrieve your orator in the premises and to deprive him of said principal and interest money's due as afore said upon said Mortgage as herein before mentioned. Sometimes gives out and pretends that he acquired a full complete and indefeasible title of in and to the said premises in his own right and claims to own the same by virtue of his said purchase from said Hean's Patten. And your orator further represents that after the execution and delivery of said Mortgage as afore said said Hean's Patten combining and confederating to and with one Abraham Corley whom your orator prays may be made defendant to this his bill of Complaint. Converged to said Abraham Corley the said South East quarter of Section twenty one in township twelve North of range Six East in the County of Stark and State of Illinois. being part of the premises mortgaged as afore said. Your Orator further sheweth that the said Abraham Corley was fully acquainted with the premises and well knows of the existence of said Mortgage upon said premises before and at the time of his said purchase from said Hean's Patten thereby intending to injure and aggrieve your orator in the premises and to deprive him of his principal and interest money's due as afore said upon said Mortgage as herein before mentioned. Sometimes gives out and pretends that he acquired a full complete and indefeasible title of in and to the said premises and claims to own the same in his own right by virtue of his said purchase from said Hean's Patten. And your orator further represents that after the execution and delivery of said Mortgage as afore said said Hean's Patten combining and confederating to and with one Peter Cox whom your orator prays may be made defendant to this his bill of Complaint. Conceive

to said Peter lost the said North East quarter of section
fourteen in township eight north of range one west in Macon
County Illinois being part of the premises mortgaged as afore-
said. Your orator further sheweth that said Peter lost was
fully acquainted with the premises and well knew of the
existence of said Mortgage upon the said premises before
and at the time of his said purchase from said Heavis Patten
thereby intending to injure and aggrieve your orator in the
premises and to defraud him of his said principal and
interests & money's due as aforesaid upon said Mortgage
as herein before mentioned. Sometimes giving out and pre-
tends that he acquired a full complete and indefeasible
title of in and to the said premises and claims to own the
same in his own right by virtue of his said purchase from
said Heavis Patten. And your orator further represents that
after the execution and delivery of said mortgage as afore-
said, said Heavis Patten combining and confederating
to and with one Clement B. Pierce whom your orator
knows may be made defendant to this his bill of com-
plaint conveyed to said Clement B. Pierce the said North
West quarter of section fourteen in township eight
north of range one west in Macon County and State
of Illinois being part of the premises mortgaged as afore-
said. Your orator further sheweth that the said Clement
Pierce was fully acquainted with the premises and well
knew of the existence of said Mortgage upon the said
premises before and at the time of his said purchase from
said Heavis Patten thereby intending to injure and
aggrieve your orator in the premises and to defraud
him of his principal and interests & money's due as afore-
said upon said Mortgage as herein before mentioned. Some-
times gives out and pretends that he acquired a
full complete and indefeasible title of in and to the said pre-
mises and claims to own the same in his own right by virtue

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47 of his said purchase from said Heavis Patten. And your orator further represents that after the execution and delivery of said Mortgage as aforesaid, said Heavis Patten combining and confederating to and with one John Miller whom your orator prays may be made defendant to this his bill of Complaint conveyed to said John Miller the said North East quarter of Section twenty four in township twelve north of range two west in Warren County and State of Illinois being part of the premises mortgaged as aforesaid. Your orator further sheweth that the said John Miller was fully acquainted with the premises and well knowing of the existence of said Mortgage upon the said premises before and at the time of his said purchase from said Heavis Patten thereby intending to injure and aggrieve your orator in the premises and to defraud him of his principal and interest money's due as aforesaid upon said Mortgage as herein before mentioned. Sometimes gives out and pretends that he has acquired a full complete and indefeasible title of in and to the said premises and claims to own the same in his own right by virtue of his said purchase from said Heavis Patten. And your orator further represents that after the execution and delivery of said Mortgage as aforesaid, said Heavis Patten combining and confederating to and with one Robt. Tillson of Adams County Illinois whom your orator prays may be made defendant to this his bill of Complaint conveyed to said Robert Tillson the said North West quarter of Section thirty five in township one South of range seven west in the County of Adams and State of Illinois and the South West quarter of Section thirty six in township eight South of range three west and the North West quarter of Section twenty two in township thirteen South of range one west in the County of Calhoun and State of Illinois being part of the premises mortgaged as aforesaid Your

orator further sheweth that the said Robert B. Tillson
 was full of acquaintance with the premises and well known
 of the existence of said Mortgage upon the said premises
 before and at the time of his said purchase from said
 Heais Patten, thereby intending to injure and aggrieve
 your orator in the premises and to defraud him
 of his principal and interest money's due as aforesaid
 upon said Mortgage as hereinbefore mentioned. Sometimes
 gives out and pretends that he acquired a full
 complete and indefeasible title of in and to the said
 premises in his own right by virtue of his said purchase
 from said Heais Patten. And your orator further
 represents that the said Robert B. Tillson after his said
 purchase from said Heais Patten, conveyed the said North
 West quarter of section thirty five in Township one South of Range
 seven West in the County of Adams and State of Illinois to one
 John Hughes of Adams County Illinois whom your orator prays
 may be made defendant to this his bill of Complaint. Your
 orator further sheweth that the said John Hughes was fully
 acquainted with the premises and well known of the existence
 of said Mortgage upon the said premises, before and at the
 time of his said purchase from said Robt. Tillson, thereby
 intending to injure and aggrieve your orator in the premises
 and to defraud him of his principal and interest money's due
 as aforesaid upon said Mortgage as hereinbefore mentioned.
 Sometimes gives out and pretends that he acquired a full
 complete and indefeasible title of in and to the said premises
 and owns the same in his own right by virtue of said purchase
 from said Robert B. Tillson. Your orator further represents that
 neither the said sum of sixteen hundred dollars and interest
 thereon as aforesaid nor any part thereof was paid to your
 orator at the time limited in that behalf, whereby the legal estate
 in the mortgaged premises hereinbefore mentioned became
 vested in your orator, redeemable nevertheless in Equity

49 on the payment of the principal and interest due and to
become due thereon, that the said sum of sixteen hundred
dollars principal and a large amount of interest thereon
being due, he applied to the said Heavis Patten and
requested him to pay the same to your orator which
he has hitherto wholly neglected and refused to do,
all of which actings and doings of the said Heavis Patten
and his confederates are contrary to Equity and good con-
science, and tend to the manifest wrong injury and oppres-
sion of your orator. In tender consideration whereof and for
as much as your orator has not a complete and safe remedy
in the premises at and by the strict rules of the Common Law,
and to the end therefore, that the said Heavis Patten and his
said confederates may upon their several and respective oaths
full turn and proper answer make to all and singular
the said premises as fully and particularly as if the same were
here again repeated and they should particularly interrogated
according to the best of their respective knowledge, information
and belief and that the said defendant's may be decreed
to pay to your orator the said principal sum of sixteen hundred
- said dollars herein before mentioned and all the interest
Money^{thereon} due and to grow due thereon together with all your
orator's Costs and Charges in this behalf sustained, by a Sheriff
deem to be appointed by this Honorable Court and in default
thereof that the said defendant to and all persons claiming or to
claim under them may be forever barred and foreclosed
of and from all Equity of redemption and claim of
and to the said Mortgage's premises and every part
and parcel thereof with the appurtenances and that as to
and singular the said North East quarter of section
fourteen and, the North West quarter of the same section
in Township Eight North and Range one West and the
North East quarter of section twenty four in Township
nine North and Range two West situated and lying

in the County of Warren and State of Illinois, and the
 said North West quarter of section thirty five in town-
 ship thirteen North and range three West situated and ly-
 ing in the County of Mercer and State of Illinois and the
 said North East quarter of section twenty two in township
 seven North and range six West situated and lying in
 the County of Hancock and State of Illinois, And the said
 South East quarter of section twenty one in township
 North and range six East situated and lying in the Co-
 nty of Stark and State of Illinois, And the said South
 North East quarter of section thirty three in township
 nine North and range four East situated and lying in
 the County of York and State of Illinois, and the said
 North West quarter of section thirty five in township
 South and range seven West situated and lying in the
 County of Adams and State of Illinois and the said South
 West and the South East quarters of section thirty six
 township eight South and range three West, and the
 North West quarter of section twenty two in township
 ten South and range one West situated and lying
 in the County of Calhoun and State of Illinois, and the
 North West quarter of section eleven in township
 South and range three West situated and lying in the
 County of Pike and State of Illinois, may by order
 and decree of this Honorable Court be sold by the Master
 in Chancery of this Honorable Court, and that the said
 Master in Chancery execute to the purchaser or purchas-
 ers thereof Deed or Deeds of Conveyance for the same and out
 of the money arising from the sale thereof, your orator
 may be paid the full amount of the principal sum
 of sixteen hundred dollars herein before mentioned
 and so due to your orator as aforesaid upon said
 Mortgage and all the interest due, and to grow due
 hereon together with all your orators costs and charges

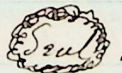
in this behalf sustained. Your petitioner therefore prays that the States may be gracious with of Subpoena may issue against the said defendants that they may be compelled to answer all and singular the premises that an account may be taken of what is due to your orator for his principal and interest upon said Mortgage. And that your orator may have such other and further relief in the premises as Equity and good conscience may require and as in duty bound will ever pray &c

Saml. A. Morse. } By Richardson & Palston
His Solicitors.

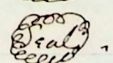
Which said Exhibit A in the said bill mentioned and referred to is in the words and figures following to-wit:
Know all men by these presents that I Heas Patten of the County of Adams in the State of Illinois in consideration of the sum of sixteen hundred dollars to me in hand paid by Samuel A. Morse of the town of Machias in the State of Maine the receipt whereof is hereby acknowledged have given granted bargained and sold and by these presents do give grant bargain and sell to the said Morse the following described tracts or lots of land lying in the tracts of land appropriated by Congress for Military Bounties to-wit: The North East quarter of Section fourteen and the North West quarter of the same section in Township eight North and range one West of the fourth principal meridian. The North East quarter of section twenty four in township twelve North of range two West. The North West quarter of section thirty five in township thirteen North and range three West. The NE quarter of section twenty two in township seven North and range six West. The South East quarter of section twenty one in township twelve North and range six East. The NE quarter of section thirty three in township nine North and range four East. The North West quarter of section thirty five in township one South and range seven

mesh. The South West and the South East quarters of Section
 thirty six in township Eight South and range three west.
 The North West quarter of section twenty two in township
 thirteen South and range one west. The North West quarter
 of section eleven in township five. South and range three
 west and the North East quarter of section twenty three
 township fifty three North, range seven west west in the
 tract appropriated by Acts of Congress in the territory of
 Missouri North. To have and to hold to the said Morse his
 heirs and assigns forever the said tracts or parcels of
 land, together with all and singular the right to mill-
 -dages and appurtenances thereto belonging or in any
 wise appertaining. The foregoing deed is now ever made
 for such purposes as are herein after set forth. To wit
 Said Patten has this day purchased of said Morse the
 lots of land therein named for the sum of eighteen hundred
 dollars. Two hundred dollars being in hand paid to the
 said Morse by ^{the} said Patten, as also eight several notes &c
 -cted by said Patten payable to said Morse of two hundred
 dollars each payable on the first day of ~~June~~ ^{June} 1836. 1837
 1838. 1839. 1840. 1841. 1842, and 1843, respectively and
 bearing interest from the first day of June 1836 as will more
 fully appear by reference to said notes, Now the object of this
 deed is to secure the payment of said sum of money and interest
 which in case said Patten pay or cause to be paid according to
 the stipulations thereof this deed is to be null and void.
 otherwise to remain in full force and effect. In Testimony Where-
 of the said Heas Patten and Sally. Ann. his wife hereby volun-
 -tarily giving her right to do so. have here unto set their hands and
 seals this twenty first day of April 1836

Heas Patten



Sally. Ann. Patten



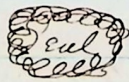
State of Illinois County of Adams Sch. Be it remembered
 that on this twenty third day of April 1836 personally

appeared before me a Justice of the Peace in and for the County aforesaid the within named Hean's Patten and Sall Ann his wife, both of whom, are personally known to me to be the same whose names are signed to the within deed and acknowledged the same to be their act and deed for the purposes therein expressed. The said wife being first examined apart from her said husband touching the contents of the same, said she did it freely and voluntarily and without any undue influence of her said husband Given under my hand and seal the day and year above written.

David. Brown, J.P. State of Ill.

State of Illinois. Adams County Sec.

I Nicholas Mear Clerk of the County Commissioners Court in and for said County do hereby certify that David Brown Esq whose name appears to the foregoing Certificate was on the day of the date thereof an acting Justice of the Peace in and for said County duly elected, commissioned and qualified as appears to me of record and that his official acts as such are entitled to full faith and credit. In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Quincy this 12th day of February in the year of our Lord



one thousand eight hundred and forty four.

Nichols Mear, Clerk Adams County Ill.

State of Illinois Adams County Recorder's Office.

Quincy June 8th 1836

I do hereby certify that the foregoing Mortgage Deed and certificate was this day recorded in this office in Book A of Mortgages on pages 22 & 23.

Charles W. Billington Recorder

Fees \$1.40

State of Illinois Morgan County. Recorder's Office. New Boston. August 15th 1836. I hereby certify that the within

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deed and certificate are duly recorded in said Office
Book B on page 62 and Number 110.

Wm. D. Dunsy, Recorder. Fee \$1.40

State of Illinois Putnam County, Recorder's Office

I hereby certify that the within mortgage deed and
certificate of Acknowledgement are duly recorded in said
Office in Books 4 Pages 467 468 & 469 this 10th day of
Feb 1836

M. P. McAllister Recorder Fee \$1.40

State of Illinois Hunt County, p. Recorder's Office

Marion Nov 26th 1836

I hereby certify that the within Deed and certificate are
duly recorded in Vol 2 pages 296 & 97 in said Office.

George. Newman

State of Illinois Warren County Recorder's Office
"Monmouth Dec 30th 1836"

I do hereby certify that the
foregoing Deed and certificate of Acknowledgement is duly
recorded in said Office in Vol 3rd at Page 179 and Number
1098.

Daniel. McNeil Sr, Recorder.

State of Illinois

Heacock County Recorder's Office May 5th 1837.

I hereby certify that the foregoing deed and
acknowledgement was this day recorded in this office in
Book 6 page 361.

Wesley Williams Recorder.

By M. McQuade Deputy, Fee \$1.40

State of Illinois, Pike County.

Recorder's Office Pittsfield July 2nd 1837

I hereby certify that the within and annexed deed of Mar-
-riage are duly recorded in said office in volume Eleven and
pages 154, 55, & 56.

John. S. Tumbough Recorder.

Fee \$1.75



State of Illinois Calhoun County - Recorder's Office -

I hereby certify
that the annexed deed & acknowledgements by Noah Pattus
and wife to Samuel A. Morse. are duly recorded in said
office in Book B of Conveyances at pages 198 & 199 at
Gilead this 23^d day of August A.D. 1837

M. Hays, Recorder. \$1.68 $\frac{3}{4}$

Which said exhibit B in the said Complaints bill mentioned
and referred to is in the words and figures following to-wit,

Quincy Adams Co Illinois May 10th 1836, \$200.
On the first day of June 1838 I promise to pay Samuel A.
Morse or order. Two hundred dollars with annual interest
from 1st June 1836 and payable annually at the Atlas
Bank in Boston Map^r value recd. Noah Pattus.

Dolls 200 \$ Quincy Adams Co Ills May 10th 1836
On the first day of June 1839 I promise to pay Samuel A.
Morse. or order Two hundred dollars with annual interest
from 1st June 1836 and payable annually at the Atlas Bank
in Boston Map^r. Value recd. Noah Pattus.

Quincy Adams County Ills May 10th 1836, Dolls. 200 \$.
On the first day of June 1840 I promise to pay Samuel A
Morse. or order. Two hundred dollars with annual interest
from 1st June 1836 and payable annually at the Atlas
Bank in Boston Map^r - Value recd. Noah Pattus.

Quincy Adams County Ills May 10th 1836 Dolls 200 \$.
On the first day of June 1841 I promise to pay Samuel A
Morse. or order. Two hundred dollars with annual interest
from the 1st June 1836 and payable annually at the Atlas
Bank in Boston Map^r - Value received. Noah Pattus.

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Yours Father.

Wm. Patterson.

Complains au b

Samuel A. Mosso.

vs 3 In Chancery.

Havis Patten William Patten. Anthony Camm.
 Madison. Hendricks & Hawkins Abraham Corley.
 Peter. Levi Clemens Pierce John Miller.
 Robert. Tice. John Hedges and the unknown.
 heirs of David Tice deceased) --

Dependence on

I do hereby enter myself guaranty for costs in this
cause, and acknowledge myself bound to pay or cause to be
paid, all costs which may accrue in this action either
to the opposite party or to any of the officers of this Court
in pursuance of the laws of this State. Dated this thirteenth
day of February AD 1844. Amos H. Ratson.

Am. H. Bateman.

State of Illinois Adams County Feb 3

William H. Patterson

being duly sworn according to law depose and said that Anthony Cannon Madison Hendricks & Hastings Abraham Croley, Peter Cort, Clement B Pierce, John Miller and the unknown heirs of David Erkr. deceased defendant

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in the above bill upon due inquiry cannot be found
 in said state, further deposits with not
 Subscribed and sworn to before 3rd M^{rs}. H. Ralston.
 me this 13th day of February AD 1844
 C. M. Woods Clerk By J. M. Barb Deputy

And afterwards
 to wit on the eighteenth day of March in the year of our
 Lord one thousand eight hundred and forty four
 the Sheriff of the said County of Adams returned into
 the said Circuit Court a summons issued in this cause
 which with the said Sheriff returns thereon endorsed
 is in the words and figures following to wit.
 State of Illinois Adams County. Feb.

The People of the State
 of Illinois. To the Sheriff of said County. Greeting We
 Command you to summon Heirs Patten, William
 Patten, Anthony Cannon Madison Hendricks, & Heas-
 -kins, Abraham, Leoley, Peter, West, Clemens & Pierce, John
 Miller, Robert Tillson, John. Hughes and the unknown
 Heirs of David Weber. accused if to be found in your
 County: personally to be and appear before the Circuit
 Court of said County on the first day of the next Term
 thereof to be holden at the Court House in Quincy on the
 third Monday in the month of April next, to answer to
 a certain bill of Complaint filed in our said Circuit Court
 on the Chancery side thereof against them by Samuel A. Morse
 And have you then these this writ and make return there-
 on in what manner you see fit to the same. Witness C. M. Woods
 Clerk of our said Circuit Court at Quincy this thirteenth
 day of February in the year of our Lord one thousand
 eight hundred and forty four.
 C. M. Woods Clerk By James M. Barb Deputy

[Endorsements] I have served the within summons by deliver

sending a copy of the same to the within named Robert Tillson on the 16th day of February AD 1844 and to Henry Patten & William Patten on the 6th day of March AD 1844 also to John Hughes on the 6th day of March AD 1844.

Now the said Sheriff A.C. Ills. for B.S. Merriam D.S. I cannot in my County find the within named Anthony Common. Madison. Hindricks. & Hastings. Abraham. Cooley. Peter. Cort. Clemon H. Pierce or John Miller.

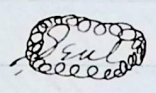
Now the said Sheriff A.C. Ills. for B.S. Merriam D.S. And after reads to wit on the fifteenth day of April in the year of our Lord one thousand eight hundred and forty four, the said Complainant by his solicitors filed in the said Circuit Court his notice of the pendency of the suit and the certificate of the publication thereof in the words and figures following, to wit:

State of Illinois County of Adams & set

All the Adams Circuit Court. To the April Term AD 1844. Samuel. A. Morse complainant vs Henry Patten. William Patten. Anthony Common. Madison Hindricks. & Hastings. Abraham Cooley. Peter Cort. Clemon H. Pierce. John Miller. Robert Tillson. John Hughes. and the unknown heirs of David Wehr deceased. defendants. Notice is hereby given that a suit in Chancery is now pending in the Circuit Court within and for the County of Adams and State of Illinois. wherein the said Samuel. A. Morse is Complainant and Henry Patten. William Patten. Anthony Common. Madison Hindricks. & Hastings. Abraham Cooley. Peter Cort. Clemon H. Pierce. John Miller. Robert Tillson. John Hughes. and the unknown heirs of David Wehr. deceased are defendants the summons in said cause, is returnable before the Circuit Court of said County on the first day of the next term thereof to be holden at the Court House in Quincy.

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In said County on the third Monday in the month of April next, that the said suit is pending before the said Circuit Court on the Chancery side thereof and in favor of said Complainant and against said Defendants.



Witness C. M. Woods Clerk of our said Circuit Court and seal thereof, this thirtieth day of February AD 1844. C. M. Woods Clerk.

By James M. Beebe deputy
"Richardson & Watson" Solrs for
Compt.

The undersigned, Printers and Publishers of the Quincy Herald a weekly Newspaper printed in the City of Quincy County of Adams and State of Illinois hereby certifies that the annexed advertisement was duly published in said Newspaper once in each week for 4 weeks successively, the first publication whereof was in the number dated on the thirtieth day of February AD 1844 and the last in the number dated on the fifteenth day of March AD 1844. Mitchell & Co. Printers &c. And afterwards to wit on the said fifteenth day of April in the year of our Lord one thousand eight hundred and forty four, an order is entered on the records of the said Circuit Court in the words following, Samuel A Morse Complainant vs. Moses Patten, William Patten, Anthony Cannon, Madison Wendricks, E Hastings, Abraham Correy, Peter West, Cleman B Pierce, John Miller, Robert Lillson, John Houghton and the unknown heirs of David Tabor deceased Defendants. Now comes the said Complainant by his Solicitors and files herein his certificate of publication and on his motion a rule is granted upon the said defendants to plead answer or demurr. to the bill of the said complainant herein filed by the meeting of the Court on Thursday morning next.

And afterwards to wit on the eighteenth day of April in the year of our Lord one thousand eight hundred and forty

State of Illinois, Adams County 3^d
Circuit Court, April term 1844 3

April 18th 1844

And afterwards took B on the same day and gave
 her a few words. An order is entered on the records of
 the said Circuit Court in the words following to wit
 Samuel L. & Maria Campbellan to H. H. Lewis Putnam.

four an order is entered on the records of the said Circuit Court in the words following, viz. Samuel A. Morse Complainant vs. Lewis Patten, William Patten, Anthony Cannon, Madison Hornbriks, E. Hastings, Abraham Cooley, Peter Cost, Cleman B. Pierce, John Miller, Robert L. Tillson, John Hughes, and the unknown heirs of David Yeoh deceased defendants. Now comes the said Complainant by his solicitors and on his motion it is ordered that D.B. Bush Esq. be appointed Guardian ad litem of the infant heirs herein and the said D.B. Bush being presents in Court accepts said appointment. And afterwards, to-wit on the same day and year last aforesaid the said Guardian ad litem, filed in the said Circuit Court his answer to the said bill in the words & figures following, to-wit.

State of Illinois, Adams County 3^d

Circuit Court April term 1844 3

I Daniel B. Bush Guardian "ad litem" to the unknown heirs of David Yeoh deceased having examined the within & foregoing bill have no objections to a decree as prayed for in said bill

April 18th 1844

Daniel B. Bush Guardian
"ad litem"

And afterwards to-wit on the same day and year last aforesaid, an order is entered on the records of the said Circuit Court in the words following to-wit Samuel A. Morse Complainant vs. Lewis Patten, William Patten, Anthony Cannon, Madison Hornbriks, E. Hastings, Abraham Cooley, Peter Cost, Cleman B. Pierce, John Miller, Robert L. Tillson, John Hughes, and the unknown heirs of David Yeoh deceased Defendants. On Mortgage. Now comes the said D.B. Bush Guardian ad litem of the infant heirs herein and files

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his answer to the bill of the said Complainant, filed
herein. And afterwards took on the same day and gave
as to aforesaid, all interlocutory decree in this cause
is entered on the records of the said Circuit Court in the
words and figures following, to wit.

State of Illinois, County of Adams & of the April Term of the
said Adams Circuit Court AD 1844.

Samuel A. Morse vs. Heavis Patten, William Patten, Anthony
Common, Madison Hendricks, E. Hastings, Abraham Leoley,
Peter Cort, Cleman B. Pierce, John Miller, Robert
Tillson, John Hughes, and the unknown heirs of David
Hehr deceased. On Mortgage.

Now on this day this cause
came on to be heard on the bill exhibits A & B and answer
of defendant ad litem for the unknown heirs of David Hehr
deceased filed herein and the said Heavis Patten William
Patten, Anthony Common, Madison Hendricks, E. Hastings,
Abraham Leoley, Peter Cort, Cleman B. Pierce, John Miller,
Robert Tillson and John Hughes at though three times
solemnly called, came out, but ^{without} ~~without~~ ^{answer} ~~answer~~ ^{defence} and filed
no answer herein as by order of this Court they were
required to do. Whereupon it is ordered by the Court
that the bill of the said Plaintiff be taken as confessed
against the said Heavis Patten, William Patten, Anthony
Common, Madison Hendricks, E. Hastings, Abraham Leoley,
Peter Cort, Cleman B. Pierce, John Miller, Robert Tillson
and John Hughes. And the Court having duly con-
sidered the said bill, exhibits and answer of the de-
fendant ad litem, therein filed and being fully satisfied
in the premises doth order and decree that the said
Plaintiff do recover of the said defendants the sum
of Nine hundred and three dollars and forty three
cents being the amount of principal and interest
remaining unpaid upon said Mortgage up to this date.

and that the said defendants to be required to pay and satisfy said sum of money together with legal interest thereon from this date till paid within sixty days from this date by paying the same to the Master in Chancery of said County and in default thereof that the Equity of redemption of the said defendants in the lands specified in said bill filed in this cause be forever barred and foreclosed. Said lands are described as follows to-wit: The North East quarter of Section fourteen and the North West quarter of Section fourteen in Township Eight North of range one West of the fourth principal meridian. And the North East quarter of Section twenty four in Township twelve north of range two West of the fourth principal meridian, in the County of Macon and State of Illinois. And the North West quarter of Section thirty five in Township thirteen north of range three West of the fourth principal meridian in the County of Macon and State of Illinois. And the North East quarter of Section twenty two in Township seven north of range six West of the fourth principal meridian in the County of Hancock and State of Illinois. And the South East quarter of Section twenty one in Township twelve north of range six East of the fourth principal meridian in the County of Stark and State of Illinois. And the North East quarter of Section thirty three in Township nine north of range four East of the fourth principal meridian in the County of Knox and State of Illinois. And the North West quarter of Section thirty five in Township one south of range seven West of the fourth principal meridian in the County of Adams and State of Illinois. And the South West quarter of Section thirty six and the South East quarter of Section thirty six in Township eight South of range three West of the fourth principal meridian

And the North West quarter of Section twenty two in township thirteen North and range one West of the fourth Principal Meridian in the County of Calhoun and State of Illinois. And the North West quarter of Section Eleven in Township five South of range three West of the fourth Principal Meridian in the County of Pike and State of Illinois. That the said sale be made by the Master in Chancery of said County at the front door of the Court House in said County to the highest and best bidder for Cash in hand & having given public notice of said sale by the publication of an advertisement setting forth the names of the parties description of the premises, the time, terms and place of said sale in some Newspaper printed in said County four weeks successively before the day of said sale. That said sale be made at public Auction between the hours of nine o'clock in the morning and six o'clock in the afternoon of the same day, and upon such sale the Master in Chancery shall execute to the purchaser or purchasers of said land such conveyance as the law directs, and finally that the said Master in Chancery make report of his doings herein at the next regular term of this Court until which time this cause is continued.

April 18th 1844.

S. B. Thomas.

And afterwards to wit on the twenty ninth day of July in the year of our Lord one thousand eight hundred and forty four, the said Master in Chancery filed in the said Circuit Court a report of his proceedings under the foregoing decree, in the words and figures following viz. I Calvin A. Warner Master in Chancery in and for the County of Adams & State of Illinois report here to the Court that in pursuance of a decree pronounced at the last April term of the Adams Circuit Court in ^{the} ~~an~~ suit to fore close Mortgage wherein Samuel A. Morse is complainant and

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Patten. Williams. Patten. Anthony. Cannon. Madison. Herit.
 Hicks. E. Hastings. Abrahams. Croley. Peter Cost. Clemons & Piers.
 John. Milley. Robert L. Zilborn. John. Hughes and the
 unknown heirs of David Tahr. Decreed. All defendants?
 I did on the twenty eighth day of ^{July last} ^{in the record in said cause} ^{advertis}
 the sale of the premises described, ^{by said decree} ⁱⁿ
~~in~~ in manner as directed by said decree said sale to
 be made at the front door of the Court House in said Ad-
 ams County on the twenty fifth day of July A.D. 1844,
 at public auction to the highest and best bidder for Cash
 in hand & since said publication was made in the "Union Herald"
 a public weekly newspaper published in the City of Quincy
 in the County of Adams & State of Illinois & was regularly
 published in said paper once in each week to the said day
 of sale a period of four weeks a copy of which said publication
 with the certificate of the publisher thereto is herewith filed
 numbered "A" & made a part of this report. I further report that
 on the day and at the time and place of sale described in
 said decree and advertisement and default being made
 in the payment of the money I offered the said premises for
 sale as required by said decree. offering each tract sep-
 arately and William. H. Ratston then and there became
 the purchaser of the North East quarter of section fourteen in
 township eight north of range one west of the fourth principal
 meridian in the County of Hannu and State of Illinois, at
 and for the sum of one hundred dollars that being the high-
 est and best price bid therefor, said Ratston also
 became the purchaser of the North West quarter of section
 fourteen in township eight north of range one west of the
 fourth principal meridian in the County of Hannu and State
 of Illinois, at and for the sum of one hundred dollars that
 being the highest and best bid therefor. Said Ratston also
 became the purchaser of the North East quarter of section
 twenty four in township twelve north of range two west of

fourth principal Meridian in the County of Hannu in the State of Illinois at and for the sum of one hundred dollars that being the highest and best bid therefor. Said Ralston also became the purchaser of the North West quarter of Section thirty five in Township thirteen North of range three west of the fourth principal Meridian in the County of Mercer and State of Illinois, for the sum of twenty dollars that being the highest and best price bid therefor. Said Ralston also became the purchaser of the North East quarter of Section twenty two in Township seven North of range six west of the fourth principal Meridian in the County of Hancock and State of Illinois at and for the sum of twenty dollars that being the highest and best bid therefor. Said Ralston also became the purchaser of the South East quarter of Section twenty one in Township twelve North of range six East of the fourth principal Meridian in the County of Clark and State of Illinois, at and for the sum of one hundred dollars that being the highest and best bid therefor. Said Ralston also became the purchaser of the North East quarter of Section thirty three in Township nine North of range four East of the fourth principal Meridian in the County of Knox and State of Illinois at and for the sum of twenty dollars that being the highest and best bid therefor. Said Ralston also became the purchaser of the North West quarter of Section thirty five in Township one South of Range seven west of the fourth principal Meridian in the County of Adams and State of Illinois, at and for the sum of one hundred dollars that being the highest and best bid therefor. Said Ralston also became the purchaser of the South West quarter of Section thirty six in Township eight South of range three west of the fourth principal Meridian in the County of Calhoun and State of Illinois at and for the sum of twenty dollars, that being the highest and best bid therefor. Said Ralston also became the purchaser

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of the South East quarter of Section thirty Six in Township eight South of Range three west of the fourth principal Meridian in the County of Calhoun and State of Illinois at and for the sum of fifty dollars that being the highest and best bid therefor. Said Patston also became the purchaser of the North West quarter of Section twenty two in Township thirteen South of Range one west of the fourth principal Meridian in the County of Calhoun and State of Illinois at ^{and for} the sum of fifty dollars, that being the highest and best bid therefor. Said Patston also became the purchaser of the North West quarter of Section eleven in Township five South of Range three west of the fourth principal Meridian in the County of Pike and State of Illinois at and for the sum of two hundred and fifty dollars that being the highest and best bid therefor. And I have this day executed acknowledged and delivered to said William H. Patston a deed of Conveyance for all the above described lands conveying all the rights title and interests of the said defendants in and to said premises to him the said William H. Patston his heirs and assigns forever. A copy of said deed being herewith filed marked Exhibit "D" & made a part of this report, all of which is herewith submitted for approval of this Court. The Statement of my acts herein is as follows - Amount of sale of the lands \$930.00

Am paid to M. Woods. Court costs:	25-
My Commission on Sale	38.25-
Advertisement of Sale	8.37
My Charge for this report & Deed	10.00
Am paid Complainant	848.38,
	<u>\$930.00</u>

I also herewith annex Exhibit "B" the Clerk's receipts for the costs also Exhibit "C" showing the payment by one to the Complainant, all of which is here submitted for approval

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of the Court. July 29th 1844.

L. A. Warner Master in Chy
Which said Exhibit "A" in the said report mentioned and
referred to is in the words and figures following to-wit
State of Illinois. County of Adams sp. Of the April term
of the Adams. Circuit Court AD 1844.

Samuel A. Morse. vs. Harris Patten. William Patten
Anthony Cannon Madison. Hendricks. E. H. Hasbans. Abra-
ham. Corby. Peter. Cort. Almont. Pierce. John Miller
Robert. Tillson. John. Hughes and the unknown heirs of
David Neher Decedent - On Mortgage. By virtue of
a decretal order of the Circuit Court begun and held in and
for the County of Adams in the State of Illinois pronounced
in the above entitled cause on the eighteenth day of April
AD 1844 the undersigned. Master in Chancery for said Co-
-unity in pursuance of said decree will appear at pose to
sale at public auction to the highest and best bidder for
Cash in hand, at the front door of the Court House in the
City of Quincy in said County on the 25th day of July AD
1844. between the hours of nine o'clock and and six o'clock
P.M. of the same day, the mortgaged premises described
as follows, to-wit The North East quarter of Section four ten
and the North West quarter of the same section, in town-
-ship eight north of range one west of the fourth principal
meridian, and the North East quarter of Section twenty four
in township twelve north of range two west of the fourth prin-
-cipal meridian in the County of Macon and State of Illinois
and the North West quarter of Section thirty five in town-
-ship thirteen north of range three west of the fourth prin-
-cipal meridian in the County of Mercer and State of Illinois
And the North East quarter of Section twenty two in township
seven north of range six west of the fourth principal meridian
in the County of Hancock and State of Illinois, And the North
East quarter of section twenty one in Township twelve north of

range sit East of the fourth principal meridian in the County of Stuek and State of Illinois. and the North East quarter of Section thirty three in Township nine North of Range four East of the fourth principal meridian in the County of Ernst and State of Illinois, and the North West quarter of Section thirty five in Township one South of range seven West of the fourth principal meridian in the County of Adams and State of Illinois. And the South West quarter and the South East quarter of Section thirty sit in Township eight South of range three West of the fourth principal meridian and the North West quarter of Section twenty two in Township thirteen South and range one West of the fourth principal meridian in the County of Calhoun and State of Illinois, And the North West quarter of Section eleven in Township five South of range three West of the fourth principal meridian in the County of Pike and State of Illinois. And upon such sale I shall execute to the purchaser or purchasers of said land such conveyance as the law directs.

June 28th 1844. C. A. Warner
Master in Chancery for Adams

The Undersigned Printers and Publishers of the Quincy Herald a weekly Newspaper printed in the City of Quincy County of Adams and State of Illinois. hereby certify that the annexed advertisement was duly published in said Newspaper once in each week for four weeks successively, the first publication whereof was in the number dated on the twenty eighth day of June AD 1844 and the last in the number dated on the twenty eighth day of July AD 1844.

Mitchell & Co.

Printers fees \$8.37

Which said article "B" in the said Master's report mentioned and referred to is in the words and figures following to-wit:
"Paid of C. A. Warner twenty five dollars in full of the estimated costs in the Circuit Court in the above cause."

July 29th 1844 ³/₄ C. M. Novels clerk

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Which said Exhibit "C" in the said Master's report mentioned and referred to is in the words and figures following to wit: Recd of Calvin A. Warner "Master in Chancery" Eight hundred and forty eight dollars & thirty eight cents proceeds of sale in the foregoing case.

July 29th 1844. Wm. H. Walston Solicitor for Samuel A. Moore

And which said Exhibit "D" in the said Master's report mentioned and referred to is in the words and figures following to wit: To all persons to whom these presents may come I Calvin A. Warner Master in Chancery in and for the County of Adams and State of Illinois send Greeting. Whereas at a term of the Circuit Court holden in and for the County of Adams and State of Illinois on the third Monday in April Eighteen hundred and forty four, the presiding Judge of the said Court by a decree pronounced in a certain suit in Chancery then pending in said Court to foreclose mortgage wherein Samuel A. Moore was Complainant and Lewis Patten, William Patten, Anthony Cannon, Medison Hornumaker, Ephraim Abraham, George Peter, George Blum, Pierce, John Miller Robert Tillson, John Hughes and the Unknown heirs of David Heber Decedent were defendants, directed to the Master in Chancery to sell the premises herein after described, at Public Auction between the hours of nine o'clock in the morning and six o'clock in the afternoon of the same day, to the highest and best bidder for Cash in hand at the front door of the Court House in said County, having given public notice of said sale by the publication of an advertisement, setting forth the names of the parties description of the premises, the time terms, and place of said sale in some Newspaper printed in said County four weeks successively before the day of said sale and upon such sale the Master in Chancery shall execute to the purchaser or purchasers of said land.

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 hereinafter described such conveyance as the law directs
 And whereas having given public notice of the time
 and place and terms of said sale and of the descri-
 ptions of the premises in manner required by said
 decree. I did on the ~~twenty~~ fifth day of July Eighteen
 hundred and forty four in pursuance of said decree
 and notice offer the said premises hereinafter described
 at public Auction at the front door of the Court
 House in said Adams County, to the highest and best bid-
 der every tract separately for cash in hand and at
 the time and place of said sale. I struck off and sold
 the said premises and all the right title and interest of
 the said defendants in and to the same, to William H. Ral-
 ston of the County of Adams and State of Illinois, for the
 sum of nine hundred and thirty dollars, which was the
 highest and best bid therefor. Now therefore I Calvin
 A. Mann, Master in Chancery, in and for the County of Adams
 and State of Illinois, in pursuance and by virtue of the said
 decree, and sale, and in my said Official capacity and
 not otherwise for and in consideration of nine hundred and
 thirty dollars, to one in hand paid by the said William H.
 Ralston, the receipt whereof is here by acknowledged do
 hereby give grant bargain sell and convey unto the said
 William H. Ralston his heirs and assigns all the right
 title interest claim and demand of Hiram Patten, William
 Patten, Anthony Cannon Madison Hendricks & Heaster
 Abraham Cooley, Peter Cox, Benjamin Pierce John Miller
 Robert Wilson, John Heaphs, and the Unknown heirs of
 David Ralston Deceased, of in and to all the following descri-
 bed real estate, to wit: The North East quarter of Section four
 and the North West quarter of the same section in Township
 Eight North of range one west of the fourth principal Meri-
 dian, and the North East quarter of Section twenty four in
 Township twelve north of range two west of the fourth principal

71 Meridian in the County of Warren and State of Illinois. And the North West quarter of Section thirty five in Township thirteen north of range three west of the fourth principal meridian in the County of Mercer and State of Illinois. And the North East quarter of Section twenty two in Township seven north of range six west of the fourth principal meridian in the County of Hancock and State of Illinois. And the South East quarter of Section twenty one in Township twelve north of range six east of the fourth principal meridian in the County of Stark and State of Illinois. And the North East quarter of Section thirty three in Township nine north of range four east of the fourth principal meridian in the County of Tipton and State of Illinois. And the North West quarter of Section thirty five in Township one south of range seven west of the fourth principal meridian in the County of Adams and State of Illinois. And the South West quarter and the South East quarter of Section thirty eight in Township eight south of range three west of the fourth principal meridian. And the North West quarter of Section twenty two in Township thirteen south of range one west of the fourth principal meridian in the County of Calhoun and State of Illinois. And the North West quarter of Section eleven in Township five south of range three west of the fourth principal meridian in the County of Pike and State of Illinois, To have and to hold the said premises and the interest and title of the said Heavis, Patten, William, Patten, Anthony C. Mann, Madison H. Perkins, E. Hoastkins, Abraham, Corley, Peter East, Coleman & Pierce, John Miller, Robert, Zilison, John Hughes and the unknown heirs of David Neher deceased, in and to the same to the only use and benefit of the said William H. Patten his heirs and assigns forever. In witness whereof I the said Master in Chancery have hereunto set my hand and seal this twenty ninth day of July AD 1844. Calvin A. Mann ^{Seal} Master in Chancery in and for the County of Adams & State of Illinois.

Le. M. Woods Mitniff } State of Illinois }
 of the Execution of this Deed } County of Adams } Sec.

I. Le. M.

Woods Clerk of the Circuit Court within and for the
 said County do here by certifying that on this twenty ninth
 day of July in the year of our Lord one thousand eight
 hundred and forty four. Caline A Warner Esq Master
 in for the County of Adams and State of Illinois person
 ally known to me to be the identical person who
 executed and whose name is subscribed to the foregoing
 deed as having executed the same, came before me and
 acknowledged the same to be his voluntary act and
 deed for the purposes therein expressed. In testimony
 whereof I have hereunto set my hand and affixed the
 Seal of the said Circuit Court at my office
 at Quincy the day and year above written
 L. M. Woods. Clerk.

And afterwards to wit on the twenty third day of Septe
 -ber in the year of our Lord one thousand eight hundred
 and forty four, an order is entered on the records of
 the said Circuit Court in the words following to wit:
 Samuel A Morse. Complainant vs Hezekiah Patten, William
 Patten, Anthony Leamon, Madison Knudricks, Elias Knis
 Abraham, Cooley, Peter Leary, Edmund Pierce, John Miller,
 Robert Lillson, John Keyes and the unknown heirs of
 Daniel Hezekiah Deceased, Defendants - Now comes the said
 Complainant by his Solicitors and on his Motion leave
 given to amend the decree rendered herein at the April
 Term Anno Domini eight hundred and forty four
 of this Court.

And afterwards to wit on the third
 day of October in the year of our Lord one thousand eight
 hundred and forty four. An order is entered on the records
 of this said Circuit Court in the words following to wit -

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Samuel. A Morse Complainant vs. Heais Patten
 William. Patten. Anthony Cannon. Madison Hendricks
 Ephraim. Abraham Corby. Peter Cort Edmund Pierce
 John Miller Robert Tillson John Hughes and the
 Unknown heirs of David Kehr Deceased. Defendants
 Now comes the said Complainant by his Solicitor and
 on his motion the Court having examined the report of the
 Master in Chancery filed herein on the twenty ninth day
 of July in the year of our Lord one thousand eight hun-
 dred and forty four, and being satisfied therefrom that
 the said Master in his proceedings herein has observed the
 former decree herein rendered, and the rules of law and of
 this Court, it is ordered that the said report be approved
 and confirmed, and spread on the records of this cause
 as a part thereof. And now on this third day of October
 in the year of our Lord one thousand eight hundred and
 forty four a final decree in this cause is entered on the
 records of the said Circuit Court in the words and fig-
 ures following, to wit.

State of Illinois County of Adams - ss.
 Of the September Term of the said Adams Circuit Court
 A.D. 1844. Samuel. A Morse Complainant

vs. Bill to foreclose Mortgage &c.

Heais Patten. William Patten. Anthony Cannon Mad-
 ison Hendricks. Ephraim. Abraham Corby. Peter Cort
 Edmund Pierce. John Miller. Robert Tillson. John
 Hughes and the Unknown heirs of David Kehr Deceased
 Defendants. And now on this day this cause coming on
 to be heard on the report of the Master in Chancery of said
 Adams County filed herein since the last term of this Court
 and the Court having examined the said report and no
 exceptions having been taken thereto and the Court being
 now sufficiently advised in the premises doth order and
 decree that the said report be approved and spread

out upon the records of this Court as a part of the record of this cause. And the Court doth further order and decree that William H. Ralston the purchaser of the premises described in the record in this cause at the sale mentioned in the report be fully seized and invested with all the title and interests of the said defendants in and to said premises according to the tenor & effect of the deed mentioned in the said Master's report and the parties are hence dismissed without day.

Feb 3^d 1844.

J. B. Thomas.

State of Illinois 3 Feb
Adams County 3 Feb

I. C. M. Woods Clerk of the Circuit Court within and for said County do hereby certify that the foregoing is a full and correct transcript of the proceedings had in the said Circuit Court in the cause therein mentioned as appears from the records thereof remaining in my office. In testimony whereof I have hereunto set my hand and affixed the seal of the said Circuit Court at my Office in Quincy this 3rd day of April in the year 1853.



C. M. Woods Clerk

The Plaintiff then read in evidence without objection a deed from the Master in Chancery of Adams County conveying said premises to Wm. H. Ralston in the words and figures following.

To all persons to whom these presents may come. I. Calvin A. Tanner Master in Chancery in and for the County of Adams and State of Illinois send greeting.

Whereas at a term of the Circuit Court holden in and

75 for the County of Adams and State of Illinois on the third Monday in April Eighteen Hundred and forty four the presiding Judge of the said Court by a decree pronounced in a certain suit in Chancery then pending in said Court to fore close Mortgage. Wherin Samuel A. Morse was Complainant and Lewis Patten, William Patten, Anthony Garrison Madison Hornedicks, E. Hawkins, Abraham Corley Peter Cort, Cleman B. Pierce, John Miller, Robert Tillson, John Hughes and the unknown heirs of Daniel Yehr deceased were defendants directed to the Master in Chancery to sell the premises herein after described at public Auction between the hours of nine O'Clock in the morning and six O'Clock in the afternoon of the same day to the highest and best bidder for Cash in hand at the front door of the Court House in said County having given public notice of said sale by the publication of an advertisement setting forth the names of the parties descriptions of the premises, the time, terms and place of said sale in some news-paper printed in said County four weeks successive before the day of said sale. And upon such sale the Master in Chancery shall execute to the purchaser or purchasers of said land hereinafter described such conveyance as the law directs.

And Whereas having given public notice of the time and place and terms of said sale and of the description of the premises in manner required by the said decree. I did on the twenty fifth day of July, Eighteen Hundred and forty four in pursuance of said decree and Notice offer the said premises hereinafter described at public Auction at the front door of the Court House in said Adams County to the highest and best bidder every tract separately for cash in hand.

and at the time and place of said sale I struck off and sold the said premises and all the rights title and interests of the said defendants in and to the same to William H. Ralston of the County of Adams and State of Illinois for the sum of nine hundred and thirty dollars which was the highest and best bid therefor.

Now, therefore I Calvin A. Warner Master in Chancery in and for the County of Adams and State of Illinois in pursuance and by virtue of the said decree and Sale and in my said official capacity ^{and} not otherwise for and in consideration of nine hundred and thirty dollars to me in hand paid by the said William H. Ralston, the receipt whereof is hereby acknowledged do hereby give grant bargain sell and convey unto the said William H. Ralston his heirs and assigns all the rights title interests claim and demand of Noah Patton, William Patton, Anthony of Aurora Madison, No such etes. E. Haskins Abraham Cooley, Peter Leost, Clemon B. Pierce, John Miller, Robert L. Tillson, John Kenner and the unknown heirs of David. Their demands of in and to all the following described real Estate, to wit: The North East quarter of Section fourteen and the North West quarter of the same Section in Township Eight North of Range one West of the fourth principal Meridian. And the North East quarter of Section twenty four in Township Twelve North of Range two West of the fourth principal Meridian in the County of Adams and State of Illinois. And the North West quarter of Section thirty five in Township thirteen North of Range three West of the fourth principal Meridian in the County of Mercer and State of Illinois. And the North East quarter of Section twenty two in Township seven North of Range

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sit West of the fourth Principal Meridian in
 the County of Hancock and State of Illinois
 And the South East quarter of Section Twenty one
 in Township twelve North of range East of
 the fourth Principal Meridian in the County of
 Clark and State of Illinois. And the North East
 quarter of Section thirty three in Township nine
 North of range four East of the fourth principal
 meridian in the County of Grant and State of Illinois
 And the North West quarter of Section thirty five in
 Township one South of range seven West of the fourth prin-
 cipal Meridian in the County of Adams and State of Ill-
 inois. And the South West quarter and the South East
 quarter of Section thirty six in Township eight South
 of range three West of the fourth principal Meridian
 And the North West quarter of Section twenty two in
 Township thirteen South of range one West of the fourth
 principal Meridian in the County of Calhoun and State
 of Illinois. And the North West quarter of Section Eleven
 in Township five South of range three West of the fourth
 principal Meridian in the County of Pike and State of Illinois
 To have and to hold the said premises and the interests
 and title of the said Heirs, Patten, William Patten Anthony
 Cannon, Madison McDonald & Heirs. Abraham Cook
 Peter Cox. Abraham B. Pierce. John Miller. Robert L. Lillan
 John. Hughes and the unknown Heirs of David Yeher dec-
 eased, in and to the same, to the only use and benefit
 of the said William H. Patten. his heirs and assigns forever
 Be Witness Whereof I the said Master in Chancery have
 hereunto set my hand and seal this twenty ninth day of
 July A.D. 1844
 Calvin A. Hauer Seal
 All Writs Whereof I the said Master in Chancery have
 hereunto set my hand and seal this twenty ninth day of
 July A.D. 1844
 Master in Chancery in and for
 the County of Adams & State of Illinois.

State of Illinois }
County of Adams } Secy

J. W. M. Woods Clerk of the Circuit
Court within and for the said County

do hereby certify that on this twenty
ninth day of July in the year of our Lord one thousand
Eight hundred and forty four, Calvin A. Mann Esq
Master in Chancery in and for the County of Adams and
State of Illinois personally known to me to be the identical
person who executed, and whose name is subscribed to
the foregoing deed as having executed the same came
before me and acknowledged the same to be his vol
untary act and deed for the purposes therein expressed
In testimony whereof I have hereunto set my hand and



affixed the Seal of the said Circuit Court at
my office at Quincy the day and year above
written
J. W. M. Woods, Clerk

The Plaintiff then read in evidence without objection
abund from said Platton to the defendants in the
words and figures following.

I know all men by their persons
that J. W. M. Platton of the County of Hancock and State of
Illinois, for the Consideration therein after mentioned
this day bargained and sold unto Horatio Morris George
Morris & R. M. Snapp of the County of Warren and State of
Illinois the following described premises, to wit, The North
West quarter of Section No Fourteen (14) in Township 25
18) of Range One 11 West in Warren County and State of Illinois
Said Horatio Morris, George Morris & R. M. Snapp in Consider
ation of the agreement on the part of said J. W. M. Platton at
mentioned do hereby promise and agree to pay to said
Platton the sum of eight hundred dollars in manner fol
lowing, viz, three hundred dollars in hand paid, two hundred
and fifty dollars (to be paid) one year after the date of
of said said premises intended from date, and two hundred

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and fifty dollars (to be paid) Two years after the date
 run of with six per cent interest from date. And for
 said last two payments said H. Morris, G. W. Morris &
 R. M. Snapp have executed to said Palston their two
 promissory notes for Two hundred and fifty dollars
 each with interest as aforesaid and payable in the man-
 -ner aforesaid. Now upon the full payment of the pur-
 -chase money aforesaid, punctually as the same shall
 become due and payable, Then said Palston agrees
 to make execute and deliver to said H. Morris, G. W.
 Morris & R. M. Snapp a deed of Conveyance to and
 for said premises, with covenants of general Warrant-
 -ment on the 20th day of September A.D. 1854.

It is further understood and agreed by and between
 said parties that said H. Morris, G. W. Morris, & R. M. Snapp
 have the privilege and are hereby authorized to enter
 upon and take possession of said premises and to
 use and enjoy the same until default be made
 by said H. Morris, G. W. Morris, & R. M. Snapp in the perfor-
 -mance on their part of this agreement and contract.

In Witness Whereof we the said parties have hereunto set
 our hands and seals this the 20th day of September A.D. 1854.

Attest as to Wm. H. Palston.

"Wm. Billings"

3
 William

Wm. H. Palston

G. W. Morris

R. M. Snapp.

Horatio Morris.

Seal

Seal

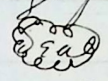
Seal

Seal

State of Illinois 3
 Warren County 3

Be it remembered that on this
 thirteenth day of April in the year
 of our Lord one thousand eight hundred and fifty three
 Wm. H. Palston personally known to the undersigned
 Justice of the Peace within and for the said County to be
 the identical persons who executed and whose names

is subscribed to the annexed and foregoing instrument in writing as having executed the same, came before me and acknowledged the same to be his voluntary act and deed for the purposes therein expressed. Given under my hand and seal this ^{the} 20th day and year above written.

Erory. Linn by Judge of the
County Court 
St Office Justice of the Peace

The within named W. H. Ralston further agrees to defend in the Circuit or Supreme Courts any suits which shall contest the title to the within described premises to be commenced against said purchaser.

Witness my hand & seal this 20th day of Sep^r 1852

W. H. Ralston. 

The Plaintiff offered in evidence the testimony of Elman B. Pierce and Amos Pierce with reference to the sale of the premises by Elman B. Pierce to Abiram Pierce the delivery of the bond of Patten to Elman B. Pierce on the sale to Abiram Pierce, the payment of the balance due to Patten & the delivery of the Bond by the agent of Abiram Pierce to Patten & the execution & delivery of the deed of Hiram Patten & wife to Abiram Pierce, in discharge of the bond before executed to the witness Elman B. Pierce as stated by the witnesses Elman B. & Amos Pierce in laying the foundation for secondary proof, as testimony in chief, where the defendants waived the recalling of the witnesses for that purpose, and agreed that it might be considered as evidence in chief, subject to the objections of the defendants as to its competency and relevancy to the matter in issue, and therefore the defendants objected to the introduction of

such testimony, but the Court overruled the objection and admitted the evidence, to which decision the defendants by their Counsel then and there excepted which was all the evidence in the case.

The jury being discharged by the agreement of the parties, and the said Cause being by agreement submitted to the Judge of said Court, the said Judge found in issue in favor of the plaintiffs and rendered judgment accordingly.

The defendants then moved for a new trial for the following reasons.

- 1 The finding of the Court is against law
- 2 The finding of the Court is against the evidence.
- 3 The Court admitted improper evidence.
- 4 The Court excluded proper evidence
- 5 The judgment of the Court should have been for the defendants.

Which motion was overruled by the Court and the defendants then and there excepted to the opinion of the Court.

And forasmuch as the matters aforesaid do not appear of record in said Cause, said defendants have made this their bill of exceptions and prayed the Judge of said Court to sign and seal the same according to the statute in such case made and

provided. And it is Done.
"H. M. Ward" Esq.

And afterwards on the eighth day of May AD 1855
the defendants filed a bond, which is in the word
and figures following.

Know all men by these Presents that we Robert M. Snapp
George N. Morris & Horatio Morris as Principal & Paytor
A. Vaughan as security are well and firmly bound unto
Abram Pierce and Harris Patten in the penal sum
of Two hundred dollars to the payment of which we bind
ourselves our heirs &c firmly by these presents read
with our oaths and dated this 8th day of May AD 1855

The condition of the above obligation is such that
whereas the said Abram Pierce and Harris Patten did
on the 14th day of April AD 1855 receive a Judgment
the Circuit Court of Wauna County in the State of Illinois
for the sum of One Club & Costs of suit as also for the prop-
riety of the Premises in the Pleadings in this cause directed
against the above defendants Robert M. Snapp George Morris
& Horatio Morris, from which said judgment the said
Snapp George N & Horatio Morris have law prayed and
obtained an appeal to the Supreme Court of said State
Now if the said Snapp & Morris & Morris shall duly prosecute
their said appeal with effect and shall ~~recover~~ pay
the amount of the judgment Costs interest and
damages rendered and to be rendered against them
in case the said Judgment shall be affirmed in
the said Supreme Court then the above obligation
to be void otherwise to remain in full force and effect
Taken and Entered into
before me, and approved
at my office in Monmouth
this 8th day of May AD 1855.
Wm. Bellings. Clerk

R. M. Snapp
George N. Morris
H. Morris
Paytor. A. Vaughan

State of Illinois

Warren County }

I William Billings Clerk of
the Circuit Court, in and for said County
do hereby Certify, that the foregoing pages
contain a full true and perfect copy
of all the Judgements, orders and proceedings
had and entered in the Cause wherein
Abiram Pierce and Hens Patten are plaintiffs
and Robert Mc Snapp, George W Moomis
and Horatio Moomis are defendants,
and also, of all the papers filed in said
case, as fully and completely made
as the same appears of records, and
on file in my office

In witness whereof I have hereunto
set my hand and Seal of said
Court, at the City of Moon
month this 23rd day of May
A D 1855-

Wm Billings Clerk

Robert M. Snapp et al
vs
Abram Pierce et al
260 44

Transcript

Filed May 10, 1856.

L. Leland Clerk

Re filed April 21, 1859

L. Leland
Clerk