

12114

No. _____

Supreme Court of Illinois

Campbell.

vs.

Carter.

State of Illinois -

Supreme Court - June Term 1853 -

James Campbell - impleaded &c

James Carter } Appeal from the Cir
 } Court of Lo Davie's co.

And now comes the said James Campbell - by T. L. Dickey his attorney - and says that there is manifest error in the proceedings and decree aforesaid and that the same ought to be reversed set aside and for naught held - and more particularly says that - the Court erred

1st ~~et~~ In making decree - with^{out} having Abel G. Farwell made a party -

2nd In making decree aforesaid with-
out service of process - on Thomas

Clark., Reuben W. Brush & Henry W. Miller
3rd It was error to deny to Campbell the
right to redeem from the Farwell Mortgage

4th It was error to declare said Mortgage
vital and of force - when it had been
paid - discharged - satisfied - merged & its
lien had expired

5. The Court erred in rendering decree
for costs

6th The decree is erroneous for uncertainty
T. L. Dickey atty for
appellant -

State of Illinois
Fourteenth Judicial Circuit

Jo Daviess County

Pleas commenced in
the Jo Daviess County Court of said Jo Daviess County on the Chancery side thereof began and held on the second Monday of November A.D. 1848 before Hon. Hugh P. Key Presiding Judge of said Court and afterwards to wit in January A.D. 1850 transferred by operation of law to the Circuit Court for said Jo Daviess County before the Hon Benjamin R. Sheldon Presiding Judge

James Carter Complainant

vs

James Campbell Reuben
W. Brush, Abraham Hathaway
Thomas Clark & Henry W. Miller

Defendants

and Uri Manley, R. H. Rigley & John Calhoun Trustees

Be it remembered that heretofore to wit on the 3^d day of November A.D. 1848 the said Complainant James Carter by his solicitor filed in the Clerk's Office of said Jo Daviess County Court his Bill in Chancery against the said Defendants which said Bill together with the amended bill of said Complainant filed in said Cause on the 5th day of February A.D. 1852 in the Clerk's Office of the Circuit Court for said Jo Daviess County are in the words and figures following to wit

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State of Illinois } In County Court Page 2
In Daviess County } To The November Term
AD 1848

To the Hon Hugh T Dickey judge of the said
Court sitting as a Chancellor

The Bill of Complaint of your Orator James
Carter of said County of Daviess

Your Orator gives this honorable Court to
understand that on or about the 29th day of
April AD 1841 one Reuben W Brush formerly of
the said County of Daviess but presently of the
County of Carroll, Illinois was indebted to one Abel G Far-
well of St Louis Missouri in the sum of Two Thousand
Three hundred seventy eight Dollars and four cents
and being at that time unable to discharge the sa-
id indebtedness the said Farwell made application
to the said Brush to secure the payment of the said
sum of \$2378.04 And your Orator would further state
that the said Brush on the said 29th day of April
AD 1841 was the owner and proprietor in fee simple
unincumbered of Lot forty five (45) on Bench Street
in Galena In Daviess County Illinois and
proposed to give the said Farwell security for the
payment of ^{the afove} said sum of money on the said Lot
forty five by way of mortgage. And the said Farwell
thereupon accepted the proposition so made acco-
rdingly the said Brush immediately executed to
the said Farwell a mortgage on the said Lot for-
ty five which mortgage was duly acknowledged and
recorded on the 29th day of April AD 1841 and a
copy of which said mortgage is herewith annexed ma-
rked A and prayed to be taken as a part of this Bill
of complaint as if fully inserted herein and your

Orator further gives the Court to understand that the said sum of money not being paid in the manner stipulated in the said Mortgage the same became forfeited in law and the said Farwell in order to foreclose the said Mortgage according to the Statute in such case made and provided sued out a writ scire facias to the October term of the Circuit Court of St. Davie County aforesaid A.D. 1842 and ~~such~~ proceedings were thereupon had in the said Court that judgment was rendered on the said Mortgage of foreclosure on the 24th day of November A.D. 1842 it being yet of the October term for the sum of \$2104.17 that being the principal and interest due on the said mortgage at that time and a special writ of fieri facias was awarded by the said Court to sell the said Lot forty five which issued accordingly on the 30th day of November A.D. 1842 and upon which the Sheriff of said County of St. Davie made a levy and advertised the sale of the lot so levied on to wit the lot aforesaid No 45 but said lot was not sold for the reason hereinafter mentioned. And your Orator would further state that the said Farwell believing that the said mortgaged property would not be sufficient to pay the debt due from the said Brush to him also brought suit to the same October Term of the said Circuit Court on the notes mentioned in said Mortgage and such proceedings were thereupon had in the said Court that on the 24 of November A.D. 1842 it being yet of the October Term the said Farwell recovered judgment against the said Brush for the sum of \$2104.17 and cost of suit and a writ of fieri facias issued on said last named

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judgment on the 7th day of December A D 1842 but though the said Farwell hoped to find some property of the said Brush upon which a levy could be made, yet none could be discovered and on the 7th day of March A D 1843 the Sheriff returned this last execution "Not Satisfied" No property found" and your Orator states that the said Brush had no property known to said Farwell or his Attorney to satisfy the said last named judgment other than the property mortgaged as aforesaid And your Orator further gives the Court to understand that after the said Special writ of fieri facias was issued, levy made and property advertised to be sold by the Sheriff the said Brush proposed to the said Farwell (through his Attorney) that he did not wish to have the expense of a sale but would make an absolute deed of the said lot so mortgaged transferring the equity of Redemption to the said Farwell and represented that he had no other property to pay the debt with but Lot forty five before mentioned and therefore that said Farwell should take the said property and release him from his indebtedness which was agreed to by the said Farwell (he not knowing at the time of the existence of judgments hereinafter mentioned against said Brush) and therefore the said Brush and Wife executed to the said Farwell an absolute deed of the said Lot forty five which Deed was duly acknowledged and Recorded and a copy of which deed and acknowledgment and Certificate of Record is herewith annexed marked B and prayed to be taken as part of this bill of Complaint and your Orator states that there was no other or different consideration for said deed than the indebtedness of said

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Bursh to said Farwell than that-mentioned in said Mortgage and that shortly after the date of said Deed in pursuance of said agreement the two several judgments of the said Circuit-Court were entered "Satisfied" by the sale of Real Estate" which real estate was the said Lot No. forty five so mortgaged as aforesaid and no other

All of which proceedings and matters now remain of Record in the said Circuit-Court- and to which if it shall become necessary your orator would refer

And your orator would further state that shortly after the execution of the Deed of April 18th 1843 last-mentioned the said Farwell took possession of the said Lot No. 45 to wit on or about the 1st day of May A.D. 1843 and has himself or his tenants or grantees been ever since in the sole undisturbed and notorious actual possession of the said Lot- No. forty five

And your orator further shows that-while the said Farwell was thus in possession of the said Lot 45 with the title and Chain aforesaid your orator purchased the said lot of the said Farwell for the sum of \$1711.33 on the 29th day of June A.D. 1846 and on that day the said Farwell and Wife executed a deed to your orator of said Lot- which deed is duly acknowledged and recorded and a copy of which is herunto annexed marked "C" and prayed to be taken as a part of this bill of complaint and ever since that-time last named your orator has been by his tenants and by payment of Rent in the undisturbed and exclusive possession of said Lot forty five And your orator further shows that the said Mortgage of 29th April A.D. 1841 acknowledged and

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recorded as aforesaid has never been discharged
 or satisfied in any other manner than as has
 been already stated in this bill of Complaint
 And satisfaction or other discharge has never
 been entered on the said mortgage in Records
 of the Recorders office of Jo Daviess County
 And your Orator further States that on the 17th
 day of June AD 1842 in said Circuit Court
 the President Directors and Company of the State
 Bank of Illinois recovered a judgment against
 one ^{vs} Thomas Clark, the said Reuben W Brush and
 one Abraham Hathaway for the sum of \$436.42 and
 costs of suit which being unsatisfied on the 2nd
 day of February AD 1848 a pluries writ of fieri facias
 was issued on said judgment and a levy was
 made by the Sheriff on said lot 45 and all the
 right of said Brush was sold under said execu-
 tion in and to said lot and one James Campbell
 was the purchaser thereof at the sum of \$575.36 being
 the full amount of said judgment interest and
 costs And your Orator further States the said
 James Campbell has been for several years past
 the Agent of the State Bank of Illinois duly authorized
 to bind said Bank in all business affairs connect-
 ed with the winding up of the Galena branch and
 was so at the time said execution was issued
 and after levy and sale as aforesaid And wh-
 ether the said James Campbell made said purchase
 on his own individual account or on account
 of said Bank is to your Orator unknown
 But your Orator is informed and believes and
 so charges the fact, to be that there was no money
 paid on the said judgment execution or sale
 by the said Campbell except the costs though the

Execution is returned satisfied by the Sheriff
 And your Orator States that he is informed
 and believes it to be true and so charges that all
 the facts stated in this bill were well known to
 the said Campbell at the time of the issuing
 of said execution, levy, and sale as aforesaid

And your Orator further states that the said
 Hathaway at the time of said execution issuing
 levy and sale had property sufficient to satisfy
 said judgment and costs bound by said judg-
 ment and by the judgment next hereinafter men-
 tioned and out of which the said President Directors
 and Company could have obtained satisfaction
 and which fact was at the time aforesaid well
 known to the said Campbell agent of the said Bank
 And your Orator further States that on the 26th
 day of October A.D. 1842 in the said Circuit Co-
 urt the said President Directors and Company of
 the State Bank of Illinois recovered a judgment ag-
 ainst the said Brush and one Henry W. Miller for
 the sum of \$104.50 and cost of suit and the same
 being unsatisfied on the 2nd day of February A.D.
 1848 an alias fieri facias was issued on the said
 judgment and a levy was made on said Lot
 45 and all the right of said Brush to said
 Lot was sold on the 16th day of May A.D. 1848
 and the said James Campbell became the
 purchaser thereof at the sum of One Dollar and
 whether the said James Campbell made such pur-
 chase on his own account or as agent of the said
 Bank is to your Orator unknown

And your Orator further representing shows that
 prior to the said sale under either of said judgments
 of said

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President Directors and Company against said
Brush Clark & Hathaway and said Brush and
Miller to wit on the day of AD 184
the said James Campbell as agent of said Presi-
dent Directors and Company caused Executions
to be issued on said judgments to wit Writ
of fieri facias and the same to be levied on a
certain lot in the City of Galena to wit Lot Number
four (4) in Block Number ten (10) on the East side
Ferre River as the property of said Brush which
said lot was liable to seizure levy & sale under judg-
ments and said judgment a full undisputed
lien upon said lot and that the same was of
great value to wit of the value of Ten Thousand
Dollars far more than was necessary to satisfy
both of said judgments interests and costs to
said President Directors & Company - And
that said Campbell as the Agent of said Presi-
dent Directors and Company had not levied his
said executions or either of them upon said
Lot Number fortyfive (45) well knowing the claim
in Equity and good conscience of your Creator
in and to the same but had caused levies to be
made on said Lot Number fourth in said Block
Number ten (10) well knowing the same liable
to the payment of said judgments and that the same
was of more than five times the worth or amount of
said judgments And with intent on the part of
said Campbell as Agent as aforesaid to cause
said property to bring at Sheriffs sale on said
judgments the full amounts thereof with interest
& cost or to bid the same in & become the purchaser
thereof ~~with interest~~ on the part & behalf of said Presi-
dent Directors & Company at the amount of said

Judgments interests and Costs and so to
Satisfy said judgments

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And your Orator further representing Shows
that after the rendition of said judgments so
as aforesaid in favour of said President Direc-
tors and Company and before the said levies on
said Lot Number four (4) in said Block Number
ten (10) the said Bunch in whom was the fee simple
absolute of said Lot Number four (4) on the

day of AD 184 Conveyed the same
to one Mrs Sedlie and the said James C-
ampbell then and there combining and confeder-
ating with one John J Cruikshank the son-in-
law of said Mrs Sedlie and Madison J Joh-
nson Esqr her lawyer in that behalf ^{jointly} with intent to
virtually abandon said levies upon said Lot Number
four (4) in Block Number Ten (10) and not to attempt
to make the amount of said judgments or either
of them out of said Lot Number four (4) and with in-
tent fraudulently to permit said Lot to be struck
off and sold at the Sheriff's sale under said exe-
cutions issued on said judgments. At a
mere Nominal sum and so to relieve said Lot
Number four (4) from the operation of said judgments
to and with intent to have a levy and sell under
said judgments of said Lot Number forty five (45) and
to defraud injure, oppress, and harass, your Orator
said Campbell as the Agent of said Bank well
knowing the designs and intentions of said
Johnson and Cruikshank or of said Johnson in that
behalf sold and assigned to said Johnson either
for his own use or for the benefit of Mrs Sedlie, the
said judgments and gave said Johnson full
power and control of said judgments and the

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executions - And the said Johnson then and there with intent to injure defraud and oppress your Orator and others upon whose land said judgments operated as liens and with no desire or wish to realize the amount of his said judgments so assigned to him as aforesaid but with a Mala fide intent continued to sell the said Lot Number four (4) for the mere nominal sum of five Dollars under said executions and levies as aforesaid and that the same was struck off to

all of which your Orator charges is fraudulent and collusive as against him and to his great injury and oppression - and all of the intentions and designs of said Johnson in that behalf were then and there known to said Campbell and of the same he had long prior thereto notice And your Orator further representing unto your Honor shows that after said fraudulent & collusive disposition as aforesaid of said levies upon said Lot Number four (4) as aforesaid the said Johnson having an assignment of the said judgments as aforesaid and control of the executions issued upon the same directed the Sheriff of said County to levy said executions on said Lot Number forty five (45) and upon several other lots in said County of the Jo Davie the latter as the property of said Heathaway, but said Campbell at the time of the sale and assignment of said judgments to said Johnson had no idea or expectation that said Johnson would levy on said lots of said Heathaway or that had been conveyed away by said Heathaway but which were subject to the lien of said judgment but said Campbell

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wholly expected hoped and believed that said Johnson would levy and sell under said judgments & executions said Lot Number forty five (45) and throw all the loss injury and incumbrances upon your orator so as aforesaid owning and possessing said Lot Number forty five (45) and said Campbell fearing that said Johnson would by his said levy and a sale of said lots other than said Lot Number forty five (45) realize the whole of said judgment or a large part thereof and that the same would not be wholly made out of said Lot Number forty five (45) and well knowing all the acts and doings of said Johnson in relation to said Lot Number four (4) in Block Number ten (10) on the east side of Pierre River repurchased and took a reassignment to himself from said Johnson of said judgments and paid said Johnson out of his own funds for the same and the said Campbell then and there knowing the premises and as a part of the agreement of reassignment and purchase agreed to & with the said Johnson to release and exempt from the operation of said judgments said Lot Number four so claimed as aforesaid by said Mrs Ledlie and also divers other lots in said City of Galena subject to sale under said judgments & executions but ⁱⁿ which said Johnson claimed an interest and said Campbell after said reassignment to and repurchase by him of said judgments well knowing all the actings & doings of said Johnson as aforesaid procured said Lot Number forty five to be sold under said levies so directed by said Johnson to the great wrong injury and oppression of your orator and in fraud of his rights & contrary to equity and good conscience

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And your Orator further representing shows that
that he is informed & believes that said Johnson
on said assignments of said judgments to him paid
as a consideration for the same to said Campbell
the amount of said judgments interests
& costs in the notes and bills of said Bank
which said notes & bills though received by said
President Directors and Company at par were
^{really} worth, and bought and sold in the market
at a very low sum to wit twenty five cents upon
the dollar and that said Campbell accounted
to said Bank for the same in the same way
and on the assignment to said Campbell
the repayment to Johnson was in the same
depreciated funds

All of which said judgments executions levies
sales and Certificates of purchase now remain
of Record in the said Circuit Court and re-
corders office of St. David and to which if it should
all become necessary your Orator would refer
And your Orator further states that in pursu-
ance of law Certificates of purchase have been
given to the said Campbell, and the said Ca-
mpbell insists upon holding the said Lot 45
subject to ^{the right of} redemption according to law by the
payment of the amount of the bids at said sales
with the interest thereon all of which is contrary
to Equity and good Conscience

And your Orator prays that the said James
Campbell, Thomas Clark, Reuben W. Brush, Hen-
ry W. Miller, and Abraham Hathaway may be made
defendants to this Bill of Complaint

And your Orator further states that the Cha-
rter of the said Bank has been Repealed and that

by the act of March 1st 1847 it had till the 1st day of November A.D. 1848. to wind up and close its business and in case its affairs were not closed by that day the governor was to appoint ^{Trustees} ~~Trustees~~ to take charge of the assets of said Bank and wind up its affairs, and your Orator is informed and believes that John Calhoun Wm Manley and M^{rs} Ridgley have been appointed by the Governor such Trustees and have taken upon them the said trust and pray that they may be made defendants. In consideration of all which said several premisses and for as much as your Orator is remedied herein by the strict rule of the common law and can only have relief in a Court of Equity where matters of this kind are properly cognizable To the end therefore that the said several defendants may upon their several and respective Corporal oaths full true, direct and perfect answers make to all and singular the matters and things in this bill of complaint stated and charged as fully and particularly as if the same were hereinafter repeated and they thereunto distinctly interrogated and that not only as to the best of their knowledge and remembrance but also as to the best of their several and respective information hearsay and belief and particularly that the said James Campbell and Abraham Mathaway would each state more especially whether they did not know had heard, been informed, and believed at the time of the issuing of the several executions of the 2nd of February, A.D. 1848 and of the levy and sale thereon as aforesaid that the said Brush was indebted to the said Furwell as stated in this Bill on the 29th day of April A.D. 1841. &c. whether that

the said Brush gave the said Mortgage referred to? Whether that the same was recorded? Whether that the said Mortgage was foreclosed in the manner hereinafter stated? Whether that the only satisfaction ever received on said Mortgage or on either of the judgments of the Circuit Court of November 24th 1842 was the transfer by the absolute deed before mentioned from Brush to Farwell of April 18, 1843? Whether that the real Estate mentioned on the record of said Circuit Court as having satisfied said judgments of November 24th 1842 was said Lot 45? Whether the said Brush had any other property than said Lot 45, bound by said judgments of June 17th and October 26th 1842, and if so why said other property was not levied on and sold? Whether that the said Hathaway had property bound by the said judgment of June 17th 1842 and if so what property, and where situate and why was said property not levied on and sold? Whether that the said judgments of November 24th 1842 against said Brush were the same indebtedness the one in the Mortgage and the other in the note described in the Mortgage? Whether that the said Farwell took possession of said Lot Number 45 on or about the 1st day of May 1843 and by himself his tenants and grantees had been in the sole and exclusive possession of said Lot? Whether that your Orator had purchased the said Lot of the said Farwell in manner stated in this Bill? Whether that the said deed of 29th of June A.D. 1846 from said Farwell to your Orator was recorded & the clauses therein mentioned? Whether that your Orator by himself or his tenants was in possession of the said Lot 45? Whether that satisfaction had

had never been entered in the Records Office of So. Davis on said mortgage? Whether that the judgments were recovered by the said Bank executions issued and property sold as stated in this Bill? Whether that the said James Campbell became the purchaser of said Lot 45 at said sale and took a certificate of purchase as stated in this bill of Complaint? And whether that the said Campbell was the Agent of said Bank and if so how, in what manner and to what extent and when? And that the said James Campbell would state whether he purchased said Lot 45 at said sale on his own account or as agent of ^{the} said Bank and whether he paid any thing more on the said judgment of the 17th of June A.D. 1842 than the costs and if so what amount when and to whom?

And that your honor the premises considered would set aside the said sale and compel the plaintiffs in said executions issued on the 2nd of February 1848 to have this judgment satisfied out of other property of ^{the} said Brush if any he had bound by said judgments or execution or out of the said Hathaway's property if any he had bound by the said judgments of June 17th 1842 let the said mortgage stand to protect your orators title to quit his title to ^{the} said Lot 45 and grant such other and further or different relief as the nature of the case made by his Bill of Complaint may seem to require or as may be according to Equity and good Conscience.

And that the peoples writ ^{of Summons} may issue according to the statute in such cases made and provided to be directed to the said defendants and

James Campbell Reuben W^m Brush ~~and~~
 Abraham Hathaway Thomas Clark and Henry
 W^m Miller Commanding them personally to be
 and appear before this honorable Court at a
 certain day and under a certain penalty
 then and there to answer all and singular
 the premises and to stand to and abide such
 order and decree therein as shall seem agreeable
 to Equity and good conscience And your Orator
 will ever pray &c

Drummond for
 Plaintiff

James Carter

Exhibit Mark B

Reuben W^m Brush & Wife } This Indenture made and
 Do 3 Deed } entered into this Eighteenth
 Abel G Farwell } day of April in the year of
 our Lord one thousand Eight hundred and
 Forty three between Reuben W^m Brush and Sarah
 his wife of the County of Jo Davie and State of Illin-
 ois of the first part and Abel G Farwell of the County
 of St Louis and State of Missouri of the second part
 Witnesseth that the said Reuben W^m Brush and
 Sarah his wife of the first part for and in
 consideration of twenty one hundred and fifty
 Dollars in hand paid by the said party of Second
 part the receipt whereof is hereby acknowledged
 have granted bargained and sold and by these
 presents do grant bargain sell convey and con-
 firm unto the said party of the second part his
 heirs and assigns forever the following described
 piece or parcel of land situate lying and being in
 the County of Jo Davie and State of Illinois and
 known and designated on the plat of the Town

of Galena as Lot No. forty five (45) fronting fifty feet on Bench Street and running westwardly two hundred seventeen and $\frac{2}{3}$ feet containing 25. of an acre be the same more or less and being the same premises lately owned and occupied by the party of the first part, and being the same premises mortgaged to the said party of the second part by the said Reuben W. Brush by deed bearing date April 29th A.D. 1841 together with all and singular the appurtenances thereto belonging or in any wise appertaining To have and to hold the above described premises unto the said party of the second part his heirs and assigns forever and the said party of the first part the aforesaid tract or parcel of land and premises unto the said party of the second part his heirs and assigns against the claim or claims of all and every person whatever do and will warrant and forever defend by these presents In witness whereof the said party of the first part have hereunto set their hands and ~~affixed~~ affixed their seals the day and year first above written Signed sealed and delivered in
 Presence of Reuben W. Brush
 Sarah Brush

State of Illinois
 In Davis County
 I William H. Bradley Clerk of the Circuit Court in and for said County do certify that Reuben W. Brush and Sarah his wife whose signatures appear to the foregoing deed of conveyance and who are personally known to me to be the identical persons who (presented) the same this day appeared before me and acknowledged that they had signed sealed and delivered the same as their free act and deed for the uses and

purposes therein expressed, And Sarah Brush wife of the said Reuben W Brush having been by me made acquainted with the contents of said deed and being by me examined separate and apart from her said husband acknowledged that she had executed the same and relinquished her dower to the land and tenements therein conveyed voluntarily, freely, and without the compulsion of her said husband

In witness whereof I have herunto set my hand and affixed my seal at my office in Galena this Eighteenth day of April A D 1843

Attest William H Bradley Clerk

Recorded this Twenty first day of April A D 1843
at 1/2 past 10 O'clock A M

Jeremiah Pitts Recorder

State of Illinois
In Davis County, I Cyrus Aldrich Recorder in and for said County do hereby certify that the foregoing is a correct copy as appears of record in my office

Attest Cyrus Aldrich Recorder

Exhibit mark A

Know all men by these presents that I Reuben W Brush of Galena County of So Davis and State of Illinois in consideration of the sum of Twenty five hundred Dollars (\$2500) lawful money paid to me by Abel ^{St Louis} Farrall of St Louis County and State of Missouri the receipt whereof I do hereby acknowledge do hereby give grant bargain sell and convey unto the said Abel G Farrall his heirs and assigns forever the following described

lot or parcel of ground lying and being in the
Town of Galena aforesaid designated on the
plat of said Town as Lot No. forty five (45) front-
ing fifty feet on Bench Street and running Wes-
twardly two hundred seventeen and $\frac{2}{3}$ feet containing
25 of an acre, the same more or less. To have
and To hold the said granted and bargained
premises with all the privileges appurtenances
and improvements thereof to the said Abel G
Farwell his heirs and assigns to him and their use
and behoof forever. And I the said Reuben W
Brush for myself my heirs executors and admin-
istrators do covenant to and with the said Abel
G Farwell his heirs and assigns that I am lawfully
seized in fee of the premises that they are free of all
incumbrances that I have a good right to sell
and convey the same to the said Abel G Farwell
to hold as aforesaid and that I will warrant and
defend the same to the said Abel G Farwell his
heirs and assigns forever against the lawful claims
of all persons Provided nevertheless that if I the
said Reuben W Brush my heir executors or
administrators shall well and truly pay to
the said Abel G Farwell his heirs executors or ad-
ministrators or assigns the just and full value of a
twenty three hundred seventy eight Dollars and
four cents (\$2378.04) in three several payments as
follows viz One note payable on the first day
of August next (being in the year 1845) for seven hun-
dred ninety two and $\frac{68}{100}$ Dollars (\$792.68; One note
payable on the first day of November next (being in
the same year as above) for seven hundred ninety two
and $\frac{68}{100}$ Dollars (\$792.68) and one note for seven hun-
dred ninety two $\frac{68}{100}$ Dollars (\$792.68) payable on the first

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day of February in the year 1842 all of which are bearing even date with these presents and given by me the said Brush to the said Abel A. Farwell then this deed shall be void and of no effect - otherwise to remain in full force and virtue in law
In Testimony whereof I have hereunto set my hand and seal to the foregoing instrument this twenty ninth day of April A.D. 1841

In presence of
Montroville Green
R R Brush
Reuben W. Brush

State of Illinois }
In Daviess County } This day came before me the subscriber an acting Justice of the Peace in and for said County the above subscriber Reuben W. Brush who is personally known to me to be the person whose signature appears to the foregoing Deed of mortgage and acknowledged that he signed the same as executing the foregoing Mortgage deed as his free and voluntary act and deed for the purposes therein mentioned Given under my hand and seal this twenty ninth day of April A.D. 1841
Elijah Charles J.P. Seal

Recorded this Twenty ninth day of April A.D. 1841
at Four O'clock P.M. Jeremiah Bettis Recorder

State of Illinois }
In Daviess County } I, Jeremiah Bettis Recorder in and for said County do Certify that the foregoing Mortgage deed and Certificate are true and copies from the Records of this office on Book E pages 386 and 387
Attest Jeremiah Bettis Recorder

This indenture made this twenty ninth day of June A D 1846 between Abel G Parwell and Susan W his wife of the County of Suffolk and State of Massachusetts of the first part and James Carter of the County of Jo Daviess and State of Illinois of the second part witnesseth that the said party of the first part for and in consideration of the sum of seventeen hundred Eleven $\frac{33}{100}$ Dollars to them paid by the party of the second part the receipt of which is hereby acknowledged do hereby grant bargain sell remiss release and forever quitclaim unto the said James Carter and to his heirs and assigns forever all the right title and interest both at Law and in Equity and as well in possession as in expectancy of the said party of the first part in and to the following described premises to wit that Lot of Land situated in Galena Jo Daviess County Illinois and known and designated on the plat of the town of Galena as Lot Number forty five (45) fronting fifty (50) feet on Bench Street and running Westwardly two hundred seventeen and two thirds feet ($217\frac{2}{3}$ feet) containing '28 of an acre be the same more or less being the same premises mortgaged to the said Abel G Parwell by Reuben W Brush by deed of Mortgage dated April 29th A D 1841 Recorded in the Records Office of Jo Daviess County in Book E, page 386 and 387 which Mortgage was foreclosed in the Jo Daviess Circuit Court at the October term thereof A D 1842 judgment obtained thereon and Execution issued and levy made in the said Lot forty five but which was not sold for the reason that

the said Reuben W Brush and Wife on the 18th day of April A.D. 1843 relinquished whatever of legal or equitable right they had in the said Lot by an absolute deed of that date to the said Abel G Farwell which said last mentioned deed is recorded in the Records Office of So Davis County in Book I page 359 all of which will more fully appear by reference to the before mentioned records of the said Circuit Court now remaining on file

To have and to Hold the above described Lot with all the privileges and Appurtenances thereunto belonging unto the said James Carter his heirs and assigns forever and the said Abel G and Susan W Farwell the aforesaid promises unto the said James Carter against the right or title of any one claiming by or through them or either of them will forever warrant and defend

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

Signed Sealed and Delivered Signed Abel G Farwell
in presence of Susan W Farwell
Henny A Farwell
Clara M Bartlett

State of Massachusetts
County of Suffolk

And City of Boston

I the undersigned a Notary Public of said State County and City and Commissioner of Deeds for the State of Illinois do hereby Certify that Abel G Farwell and Susan W wife of the said Abel whose signatures appear to the foregoing deed are personally

known to me to be the persons described in and who executed the same, and acknowledged that they had executed the same voluntarily and freely for the purposes therein expressed.

And Susan W wife of the said Abel having been by me made acquainted with the contents of the said Deed and the same fully made known and explained to her and being examined separate and apart from her said husband by me, acknowledged that the above instrument was her act and deed and that she executed the same voluntarily, freely, and without the compulsion of her said husband, and did not wish to retract and that she relinquished her dower to the premises therein conveyed.



In Witness Whereof I have hereunto set my name and affixed my notarial seal this twenty ninth day of June A.D. 1846

(Signed) John P. Bigelow
Notary Public

{ & Commissioner
of Deeds for the State of Illinois
duly Appointed

State of Illinois }
In Davis County } Records office Galena July 28th
1846 I Jeremiah Bettis Recorder in and for said County do certify that the foregoing deed of Conveyance and Certificate of Acknowledgment are recorded in Book II page 20 and 21

(Signed) Attest Jeremiah Bettis, Recorder

Endorsed

Filed 3^d November 1846

Geo. M. Mitchell Clerk

And also Amended Bill Filed 5th February 1852
W^m B Bradley Clerk
By E^l R. R. Deputy

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And on the same day of the filing of the said original Bill, to wit on the third day of November A^d 1848 a writ of summons issued out of the Clerk's office of said Court to the Defendants in said entitled proceeding which said writ together with the return of the Sheriff thereon is in the words and figures following to wit

(Summons)

State of Illinois

To Davies County

The People of the State of Illinois to the Sheriff of the County of Jo Daviess, Greeting

We Command you to Summons James Campbell Reuben W. Brush, Abraham Hathaway Thomas Clark and Henry W. Miller to appear before the Jo Daviess County Court at the Court House in Galena at the next term to be holden at Galena on the 2nd Monday of November instant to Answer James Carter in a Bill in Chancery and have you then there this writ

Seal

Witness the Hon^{ble} Hugh J. Dickey Judge of said Court at Galena Illinois this 3rd day of Nov 1848

Attest Geo^l W. Mitchell Clerk

Executed the within by leaving copy with the within named James Campbell and Ab^l Hathaway this 3rd day of November 1848 and leaving copy with the within named Henry W. Miller's wife this 3rd day of November 1848 by Rob^t Starr Deputy Sheriff the within named Reuben W. Brush and Th^os. Clark not found within my County.

W. B. Pierce Sheriff

And afterwards to wit, on the 11th day of May in May term A.D. 1848 of said So. Davis County Court in the record of the proceedings thereof in said cause is the following entry, to wit,

James Carter

vs

James Campbell

Reuben W. Brush

Abraham Hathaway

& Henry W. Miller

Bill in Chancery

On motion of the complainants solicitors the defendant, are ruled by the court to plead answer or demur by tomorrow morning.

And afterwards to wit, on the 14th day of May in said May term A.D. 1848 of said Court the said defendant Campbell, Hathaway and the said Manly Ridgely and Calhoun by their Solicitor filed in open Court with the clerk thereof their demurrer is in the words and figures following to wit

James Carter

vs

James Campbell

et al.

In So. Davis County Court

So. Davis County,

Illinois In Chancery

The demurrer of

James Campbell Abraham Hathaway and Wm Manly M. Ridgely John Calhoun Trustees of said State Bank of Illinois part of the defendants in the above cause to the bill of said Complainant. These defendants by protestation not confessing or acknowledging all or any of the matters & things in the said Complainant's Bill to be true in such manner and form as the same are therein set forth and alledged doth demur thereto and for cause of demurrer show that the said Complainant hath not in and by his said bill made or stated such a case as doth or ought to entitle him to any such discovery

or relief as is thereby sought and prayed for from
or against those defendants wherefore these defendants
demand the judgment of this honorable Court whether
they shall be compelled to make any further or other an-
swer to the said bill or any of the matters and things there-
in contained and pray to be hence dismissed with
their reasonable costs in this behalf sustained

J M Douglas

Sol for defendants

Campbell & Hathaway

Uri Manley, John Calhoun, & A. B. Ridge

Trustees of said State Bank of Illinois

Endorsed

Filed May 15th 1849

Geo M. Mitchell Clerk

And afterwards to wit on the 11th day of January
in January Special term A.D. 1850 of said Jo Daviess
County Court in the record of the proceedings thereof
in said cause in the following entry to wit

James Carter et al

vs

Bill in Chancery

James Campbell

Reuben W. Bink

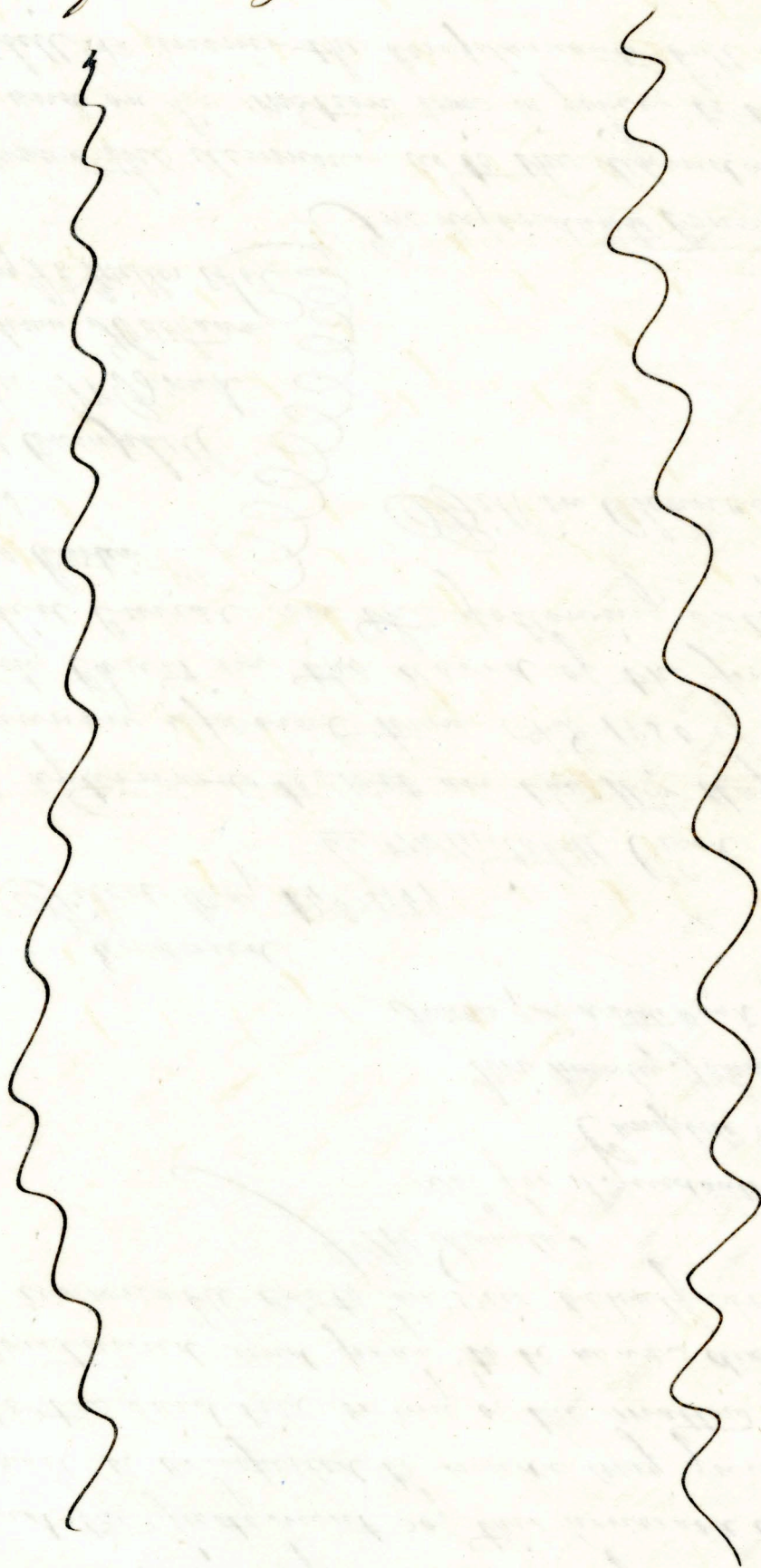
Abraham Hathaway

Henry W. Miller et al

The defendants counsel comes and
withdraws the demurrer as to the defendant James Cam-
pbell and on his motion time is given to the defendant James
Campbell to answer the complainants bill by tomorrow
morning

And afterwards to wit on the same day to wit on the
11th day of January A.D. 1850 the said defendant Campbell
by his solicitor filed in said Jo Daviess County Court

Page his Answer to the said Complainants Bill which said
27 Answer together with the Amendments subsequently made
& filed thereto by leave of Court are in the words and
figures following to Wit



James Carter Complainant
vs
James Campbell et al Defs In the Superior County
Court Special January
Term A D 1850

In Chancery

The separate answer of James
Campbell to the Bill of Complaint exhibited
against him in this Hon Court by James Carter
the Complainant

This defendant now and at all
times hereafter saving and reserving to him-
self all manner of exceptions to and advant-
ages which can or may be had or taken to
the many errors uncertainties and other
imperfections in the said complainant's
bill of Complaint contained For Answer ther-
eto or so much and such parts thereof as this
defendant is advised is, or are material or nec-
essary for him to make answer unto, answering

is saith that it may be true for any thing the defendant knows to the contrary. That the said Reuben W. Brush formerly of Jo Daviess County Illinois was indebted to the said A. G. Farwell as is alleged in the bill of complaint and at the time therein stated, in manner and form as stated. But this defendant was and is an entire stranger to all and every such matter and cannot form any belief concerning the same.

And this defendant further answering says that it may be true for anything this defendant knows to the contrary. That the said Farwell made application to the said Brush to secure the payment of the indebtedness as in the said bill is stated and alleged. But this defendant was and is an utter stranger thereto and cannot form any belief concerning the same except the inference he derives from the statements of complainant and from such a mortgage having been proceeded upon by a decree to judgment in the Circuit Court and satisfied as appears by the record of the Circuit Court in and for Jo Daviess County, and which was satisfied and discharged and so entered of record on the Record and proceedings of the Circuit Court at the time of the Levy hereinafter stated to wit on the 2nd day of February A.D. 1848.

And this defendant further answering saith that he admits it to be true That the said Brush was on the 29th day of April A.D. 1841 the owner in fee simple unincumbered of Lot No. forty five (45) on Bench Street in the City of Galena County of Jo Daviess and State of Illinois.

And that he mortgaged the same to the said Farwell as stated in said Bill of Complaint
And that the said Mortgage was recorded on the 29th day of April A.D. 1841 in the office of the Recorder of Jo Daviess County Illinois as stated in the Complainants Bill of Complaint

c. And this Defendant further answering Admits that the said Farwell instituted proceedings to foreclose said Mortgage and that a judgment on Scire facias was rendered on the 24th day of November A.D. 1842 in the Jo Daviess Circuit Court as in said Bill alleged

And the defendant further answering, says it may be true that a special writ of Scire facias issued on said judgment and that a levy was made on said lot No. forty five 45 and that said lot was not sold for the reasons mentioned and stated in Complainants Bill of Complaint but the defendant is an utter stranger to all and every such matter and cannot form any belief concerning the same - save from the matters and things which appear of Record and is in this answer admitted

And this defendant further answering Admits that said Farwell recovered a judgment against said Brush on the notes given by said Brush for the said sum of money in the said Bill of Complaint mentioned at the October term of said Circuit Court

And this defendant further answering saith that it may be true for anything this defendant knows to the contrary that a writ of Scire Facias issued

on said last mentioned judgment on the 7th day of December A.D. 1842 and that the same was returned on the 7th day of March A.D. 1843 and that no property was found. But this Defendant is an utter stranger to Farwells transactions in this case and cannot tell what he hoped to find. But presumes he hoped to find some property upon which he could Levy as stated in Complainants Bill and defendant believes that judgment-Creditors generally hope to find property to satisfy their claims

And the defendant further answering says that he knew nothing and knows nothing at this time or at the time of the Levy and sale of Lot No forty five (45) except by Complainants Bill of Complaint about any proposal of ^{the} said ^{the} Parwell to the said Parwell or to his Attorneys about saving the expenses of a sale or about any other arrangement between them in relation to Lot No. forty five (45) aforesaid except the matters and things which appear of Record in the Records of the So Davis County Circuit Court and of the Records in the office of the Recorder of said County by which Records the said Mortgage appears to have been paid and Satisfied the same having been foreclosed and afterwards paid off cancelled and Satisfied as appears of Record reference being thereunto had for a more full and perfect description of the entry on the records of the said Circuit Court of the Satisfaction of said Mortgage and judgment thereon and except as hereinafter stated viz so many years ago - and long before James Carter the Complainant became the purchaser of the said

Lot. Henry L Brush a relation of the said Reuben
 Dr Brush came to this defendant and stated that
 his father-in-law Mr Bradley had purchased or had
 talked of purchasing said Lot No. forty five (45) and
 wished this defendant to promise him that this defen-
 dant would not levy on said lot under the judgments
 held by the Bank against Reuben Dr Brush, which
 this defendant declined doing. This defendant be-
 lieves that he did not know before that time that
 said Lot No. forty five (45) was subject to the ^{judgments} judgments. This defendant has been informed and believes
 and so states the fact to be that several persons who
 wished to purchase said Lot from James Carter the
 Complainant herein declined doing so on account of
 the incumbrances thereon to wit the said judgments
 in favour of the ^{said} State Bank of Illinois

And this defendant further answering says
 that he is advised and believes that as a Judgment
 Creditor he as the agent of the said State Bank of Illinois
 had a right of Redemption in the said premises and that
 as the said Complainant or that the said Farwell
 had no power legal or otherwise to defeat that
 right of redemption by taking a deed from the said
 Brush and wife and whether said deed was taken
 fraudulently or not this defendant insists on all his
 legal rights

And this defendant further answering
 admits that a deed was made by the said Brush
 and wife to the said Farwell sometime in the year
 A D 1843 and that the same was duly recorded in
 the Records office of Jo Daviess County Illinois. But
 this defendant denies that he had any knowledge of the
 consideration thereof or that he knew anything con-
 cerning the consideration of the deed last aforesaid

until the filing of Complainants bill herein or that he knew anything about the satisfaction of the judgment of foreclosure or that the same was not paid And that all his knowledge about the same was derived from the public.

Records of So Davieps County aforesaid except as herein stated. From which Records there appears to have been recovered Two Judgments for the same sum of \$ 2104.17 cents Each by the same Plaintiff and against the same defendant at the same Term of the Court. One Judgment on notes for that Amount with interest and the other Judgment of Foreclosure of a mortgage given to secure the same as appears by the Record. Both Judgments appear to be satisfied by the sale of Real Estate. This defendant did not know which Judgment the Real Estate had been sold on. If either or whether they had been satisfied by sale of Real Estate at private sale nor did he deem it material, the entry was satisfied by sale of Real Estate entered on the Records of the Court By Plaintiffs Attorney

And this defendant further answering admits that it appears by the Records of So Davieps County that said Farwell & Wife conveyed the said premises aforesaid to the complainants some time in the year AD 1846 But it also appears by the same Records that the property conveyed to wit said Lot No. forty five /45/ was subject to incumbrance To wit The judgments in favour of the said State Bank of Illinois named in Complainants Bill of Complaint And that Although the said Farwell and his grantees were in the possession of said Lot - yet they were entitled to the possession thereof until after the sale of said lot on the said judgments And until the time for redemption should expire To wit until fifteen months after the sale of said lot to satisfy said incumbrance This defendant has been informed and believes that

One Henry L Brush either in his own name or in the name of some third person purchased the said lot number forty five (45) from the said Farwell and took therefor a title Bond conditioned to convey the said Lot to the said Brush by the said Farwell when the said Brush should pay the money therein specified and that afterwards being in straitened circumstances and being indebted to the said James Carter the Complainant for previous advances assigned the said Title Bond to the said Carter as collateral security for the payment of the said indebtedness and that afterwards the said Carter procured a Quia Claum deed therefor from the said Farwell and wife in his own name; And this defendant further answering says he knows not and hath not been informed save by the Complainant's Bill in what manner or for what consideration the said judgment was satisfied. and further says he did not know that it was material or necessary that satisfaction should be entered on the records of the Records office when the mortgage was foreclosed and the judgment thereon entered satisfied This defendant had innocently supposed that a mortgage was a mere security for a debt and that when a decree was made or a judgment rendered it was in effect an order that the mortgaged property be sold to satisfy that debt and that when the decree or judgment was satisfied and paid the mortgage itself was satisfied and paid. and this defendant further answering admits, that on the 17th day of June A.D. 1842 in the said Circuit Court the President Directors and Company of the State Bank of Illinois recovered a judgment in the said Circuit Court against the said Thomas Clark Reuben W Brush and Abraham Pathaway for the said sum of \$436.42^{cents} and cost of suit and that the same was unsatisfied as alleged in said Bill of Complaint and that on the 2nd day of Feby. A.D. 1848 a writ of fieri facias was issued thereon directed to the Sheriff of said Davis County to execute and that a levy was made by said Sheriff on said lot aforesaid and all the right title and interest of the said Brush to said Lot was sold under said execution and this

defendant became and was the purchaser thereof at the sum of \$576.36 cents being the full amount of said judgment, as in said Bill stated and this defendant purchased the same in good faith and for the consideration aforesaid believing that the judgment was a lien on the said lot aforesaid and that the said lot was bound therefor. And this defendant answering admits that he has acted as Agent for the said State Bank of Illinois for several years as stated in Complainants Bill and that he was so acting at the time said execution ^{issued} and at the time of the levy and sale thereof as aforesaid. But this defendant states that he purchased said Lot No forty five (45) on his own account and with his own funds and that he accounted to ^{the} said Bank for the said judgment. The reason for purchasing the said lot on the private account of this defendant was principally as follows. Sometime in the year AD 1848 this defendant caused executions to be issued on said judgments and to be levied upon a lot as the property of said Bronck which was bound by the said judgments situated on the East side of Ferre River Galena this defendant believes to be Lot four (4) in Block ten (10) which said lot had been conveyed by Bronck when he was considered solvent; and soon after said judgments had been obtained to one Mrs Ledlie Keer, Son-in-law Mr Cruikshank representing to this defendant the hardship of selling the property of Mrs Ledlie bought by her in good faith and on which valuable improvements had been made offered conjointly with Mr Johnson Esq her lawyer to purchase the judgment and as agent of the Bank I sold to Mr Johnson the judgments aforesaid He Johnson paying me the money therefor when this defendant assigned to him the judgments and this defendant received the pay and accounted to the Bank for the same. Mr Johnson then bid off the lot No 4 levied on for a nominal sum Five Dollars this defendant believes. When Mr Johnson was having an assignment ^{of the judgment} and control of the

Executions directed the Sheriff to Levy on Lot No forty five (45) and upon several other Lots as the property of Hathaway which had been conveyed away by said Hathaway to bona fide purchasers. As the defendant is informed and believes. This defendant had no idea or expectation that said Johnson would Levy on the Lots conveyed away by said Hathaway. And was contrary to a promise made by this defendant to said Hathaway. This defendant deemed it to be his duty to obtain a release of said Hathaway's property from the said Levy which he could not do except by purchasing back the judgments which he accordingly did and paid said Johnson out of his own funds for the same. The defendant says that the said Hathaway was a mere security for said indebtedness in all these debts to said Bank. And that some time in the year A.D. 1843 this defendant as agent of the said Bank had levied upon and sold the said Hathaway's farm in Sangamon County Illinois and obliged him to pay as surety for said Brush the sum of \$1000.00 and that this defendant then assured said Hathaway that he would not levy on his property again for any thing due the Bank where he was surety, and that he would if possible make the money out of said Brush. After this defendant purchased back the judgments he sold under the Levy directed by said Johnson Lot No forty five (45) as stated in the complainant's Bill and paid the costs to the Sheriff. When the defendant purchased back the judgments from Johnson as aforesaid. The Johnson obliged the defendant to release and exempt from the operation of said judgment Mrs Sedlie's Lot and two or three other Lots which he claimed an interest in and

which I did not know until then were ever bound by said judgments This defendant further says that Miller one of the judgment debtors was a Bankrupt and that neither Miller, nor Thomas Clark had any property subject to said judgments within the knowledge of this defendant and said Brush had no other property subject to said judgment except said Lot No forty five (45) known to this defendant unless it might have been the Lots which said Johnson required this defendant to release as aforesaid and which Lots were then owned by Bona fide purchasers

And this defendant further answering, denies that that the facts stated in Complainants Bill were known to him except the matter of Record then and now remaining of Record in the Public Records of Idaham County By which Records the judgments were a Lien on said Lot No forty five (45) and the oldest incumbrance thereon known to this defendant

And this defendant further answering denies that said Clark Brush and Hathaway had, nor had either of them any property at the time of the levy and sale of said Lot No forty five (45) or said execution known to this defendant except property which had been previously conveyed away by them and which was in the hands of bona fide purchasers But this defendant states that said Hathaway was a mere surety, and believed it his duty and right to make the amount of the judgments aforesaid out of the property belonging to the Grantees of said Brush rather than out of the property of the Grantees of said Hathaway as he had already obliged the said Hathaway to pay one thousand Dollars as surety for said Brush

by selling his farm as aforesaid

This Defendant further answering admits That on the 26th day of October A.D. 1842 the said President Directors and Company of the State Bank of Illinois recovered a judgment as stated in said Complainants Bill for the sum of \$104.52 cents and Costs and that the same was unsatisfied and on the 2nd day of Feb. A.D. 1848 an Alias Fieri Facias issued on said judgment and that a levy was made on said lot aforesaid and that the same was sold as in said bill stated and that this Defendant became the purchaser thereof as stated in said Bill But that he purchased the same on his own account and for his own use and benefit and with his own funds and that he purchased the same in good faith for the cause aforesaid and that he has accounted for the same to the said State Bank of Illinois aforesaid

And the defendant answering admits that certificate of purchase was given by said Sheriff on the date thereof and since then after the time ^{for} Redemption had passed and he was entitled to a deed on said certificate aforesaid The Sheriff of said De Davis County has made executed and acknowledged and delivered a deed to said lot which said Deed is Recorded in the Records Office of said De Davis County and that he did insist on holding said as charged in Complainants bill and the same not having been redeemed according to law He does now insist on holding the same as he lawfully may do as he is advised which said Sheriff deed aforesaid is dated the 17th day of August A.D. 1849 and ready to be produced in Court if necessary and the said Defendant

says that more than seven years have elapsed since the rendition of said judgment and that the same has ceased to be a Lien on the property of said defendants in said Judgment ~~ditto~~ and that said Judgment ~~ditto~~ will be lost if said Levy and Sale be set aside And this defendant further answering denies all and all manner of unlawful combinations and confederacy wherewith he is by said Bill charged without this that there is any other matter cause or thing in the said complainants Bill of complaint contained material or necessary for this defendant to make answer unto ^{and} not herein or hereby well and sufficiently answered confessed traversed and avoided or denied is true to the knowledge or belief of this defendant. All which matters and things this defendant is ready and willing to prove over and maintain as this Hon Court shall order and direct and humbly prays to be dismissed with his reasonable cost and charges in this behalf most wrongfully sustained as in duty bound &c

State of Illinois }
Do David County } Personally appeared before me the
above ~~mentioned~~ named James Campbell and
after being by me duly sworn according to Law Statute
that the above and foregoing answer by him subscribed
is true as stated of his own knowledge and those matters
and things stated on information and belief he believes to be true

Sworn and Subscribed
before me this 17th day of Jan'y 1850
Geo W Mitchell, Clerk

James Campbell

Endorsed

Filed 11th Jan'y 1850

Geo. W. Mitchell
Clerk

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James Carter et al } In Chancery Circuit
vs } Court In Davis County
James Campbell et al } Illinois

James Campbell one of the defendants in the above entitled cause now and at all times hereafter saving and reserving unto himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and imperfections in the said Complainant's said bill of complaint contained for answer to the exceptions taken by said Complainant and allowed by court to defendants answer already filed this defendant answering says

As to the first exception by said Complainant to the answer of this defendant filed that this defendant does not know and has not been informed and has no belief that any consideration passed to Farwell for the deed of Brush and wife dated April 18th of 1843 either in Real Estate being Lot forty five or other property and this defendant does not understand the bill of said Complainant^{ant} to charge that any consideration passed to said Farwell as the consideration of said deed This defendant understands said Bill to charge (so far as it contains any charges as to the consideration of said deed) that the consideration of said deed and for which the same was given was taken by Brush and wife and that said bill

charges that the consideration of said deed was
inditedness by said Burch to said Farwell about which
said inditedness charged in said Bill of complaint as
the consideration for said deed. This defendant has
no knowledge and has no information further or
other than that derived from said bill of complaint
and from the Records of the Recorders office of said
St Davids County Illinois and from the records of
the Circuit Court of said County which said Records
show the existence of a Mortgage as charged in said
Bill and shows the existence of two judgments as
stated in said Complainants bill

And as to the second exception of said Complainants
this defendant answering says that he has no know-
ledge or information except from said Complainants
bill, as to whether said Farwell was ever in possession
of said Lot Number forty five either by himself or by ten-
ants under him. And this defendant further answering
says that sometime in the year A D 1847 or A D 1848 as
near as this defendant can recollect he was informed
that said James Carter claimed said Lot Number
forty five and that he was offering to sell it and some-
time in the year A D 1847 or A D 1848 this defendant
was informed that said James Carter had a tenant
in possession of said Lot and this defendant Adm-
its that said James Carter by his tenants has
been in possession of said Lot during the year A D
1847 and from that time up to the present time
and before A D 1847 said James ^{Farwell} ~~Chapman~~ may have
been in possession of said Lot but if so such posses-
sion was not known to this defendant and he has
no information of it except what he derives from the
said bill of complaint and this defendant has no
belief as to the possession of said lot and premises

further than as stated in his answer and as
stated above

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And as to third exception of said complainant to said defendant's answer this defendant answering says that he has no knowledge or information except from said Bill as to whether said Farwell was in possession of said Lot number forty five either with or without the title and claim on same at the time when said Farwell sold to said Carter and has no belief as to that matter further than has been already stated in his answer already filed. And this defendant has no knowledge information or belief as to the sale of said Farwell to said James Carter of said Lot forty five further than he has stated in his said answer already on file in this cause and as stated herein.

And as to the fourth exception of said complainant to this defendant's answer this defendant answering says that satisfaction was entered as stated in said defendant's answer already filed upon the records of the Circuit Court of said Jo County but this defendant has been able to find no entry of the satisfaction of said Mortgage of Brush to Farwell upon the Records of the Recorder or register of said Jo Davis County and this defendant admits that satisfaction of said Mortgage of Brush to Farwell has never been entered upon the Records of the Recorder or Register of said ^{Jo Davis} County but satisfaction of the judgments mentioned in said complainant's bill of complaint was entered as stated in said defendant's answer upon the Records of the Clerk of the Circuit Court of said County.

And this defendant as to the fifth exception of said Complainant to said defendant's answer states that on the judgments and executions under which ~~the~~ purchase of said Lot number forty five he has paid to the president Directors & Company of the State Bank of Illinois or to the trustees of said State Bank the sum of Four hundred and ninety five Dollars in State Bank paper and that he has paid in money the costs upon said judgments which cost amounts in all according to the present recollection of this defendant to the sum of thirty dollars at ~~the~~ time of said defendant's purchase State Bank paper was received by said State Bank at par in payment of indebtedness and judgments in favor of said State Bank and said sum above mentioned was received by said State Bank in full payment of the bids made by this defendant on said judgments.

As to the sixth exception of said Complainant to the answer of this defendant this defendant answering states that he had no knowledge at the time of the issuing of said executions and the sale of said Lot number forty five of any property then owned by said Hathaway and does not now know and has not at this time any information of property owned by said Hathaway at the time of the sale of said Lot number forty five as stated in said Bill of Complaint by said State Bank this defendant has been informed and believes that there was property which has once belonged to said Hathaway subject to said judgments of said State Bank which had been conveyed to purchasers in good faith as stated by said defendant in his answer. And this defendant further answering

States that upon the second day of February, A.D. 1848 at the time when the executions of that date were issued and the levy under said executions made this defendant had been informed and did believe that said mortgage had been made by R W Brush to said Farwell and that a judgment had been obtained thereon as stated in said complainants bill and this defendant had been informed and did believe that another judgment had been obtained by said Farwell against said Brush as stated in said Bill and this defendant had no further or other information or belief of any indebtedness of said Brush to said Farwell and this he learned from the records of the circuit court of said So. Davis County from which Records he was also informed that said judgments had been entered satisfied. This defendant had been informed before the second day of February A.D. 1848 that said mortgage had been given by said Brush to said Farwell which information was derived from said Records last above referred to and this defendant believes and admits that said mortgage was so given. This defendant admits that said mortgage was recorded and this defendant admits that said mortgage was foreclosed by scire facias and a judgment was obtained thereon in the circuit court of said So. Davis County at the time and as stated in said Bill of complaint and that a levy was made under an execution issued upon said judgment upon said lot number forty five as appears of Record on the records of said circuit court this defendant does not know what was received by said Farwell in satisfaction of said judgments or either of them whether it was only the deed of Brush and wife or not, this defendant

does not know what was received by said Fawell in satisfaction of said judgments or either of them whether it was only the deed of Brush and wife or not this defendant does not know, this defendant has been informed by said Complainants bill and was notified by said complainant at the time of the commencement of this suit that said satisfaction had been entered only in consideration of said deed but of the correctness of this information this defendant has no knowledge and can form no belief. And this defendant has no knowledge information or belief of or respecting the satisfaction of said judgments or either of them or the payments made upon them or either of them further than stated by him in this answer and in his answer already on file in this cause. And this defendant has no knowledge information or belief as to whether said lot forty five was the real estate mentioned in said entry of satisfaction upon said judgments herein above mentioned further than is above stated and stated also in his answer already on file in this cause. This defendant also states that he has no knowledge information or belief of said Brush having any other property bound by said judgment of said president directors and company of said State Bank of Illinois except as already stated by this defendant. And this defendant has already stated why said property belonging to Mrs. Ledlie was not sold. This defendant has already stated all he knew of the property of said Hathaway bound by said judgment and the reason why said property was not sold and he has no information or belief as to that matter further than as already stated. Whether the judgments in favour of said

Farwell of November 24-1842 against said Brush were for the same indebtedness specified in said mortgage this defendant does not know but this defendant believes and admits that the judgment obtained by Scirea facias upon said mortgage was for the same indebtedness mentioned in said mortgage and as to the other judgment against said Brush in favour of said Farwell this defendant has been informed since the commencement of this suit that said judgment was rendered for the same indebtedness mentioned in said mortgage but this defendant has no knowledge as to the origin of said indebtedness and knows nothing about it further than what he has learned from said Complainant's Bill and from the records of said Circuit Court this defendant has no knowledge of said Farwell ever being in possession of said lot number fortyfive further than as stated in this answer and in the answer already on file in this cause this defendant has already stated in his answer on file in this cause and in this answer all the knowledge information and belief which he has of the purchase of said lot number forty five by said complainant of said Farwell of the deed of said Farwell to said complainant, this defendant has been informed that it was recorded, but cannot state when he first was informed of said ^{contents of said} deed.

This defendant further answering states that said judgments in favour of said President directors & Company were rendered against said Brush and others as already stated by this defendant and as stated in said bill of complaint and within the period of one year from the time of the rendition of said

Judgments & Executions were issued upon each of them as this defendant has been informed and believes and so states and this defendant also states that executions were again issued upon said judgments as stated in said bill and said lot forty five was sold under said executions as stated by this defendant. This defendant further states that he has been agent of said State Bank since A.D. 1841 and it was his business as Agent: to make collections of debts due to said Bank and in other matters to act under the officers of said Bank and to compromise settle and close up all unsettled business in the Galena agency of said State Bank was a part of his duties as such agent and this defendant further states that he did purchase said lot forty five upon his own account & pay therefor as already stated in this answer. All of which matters and things this defendant is ready to maintain as the Hon Court shall direct and this defendant having fully answered the exceptions of said Complainant to the answer of this defendant heretofore filed in this cause prays to be dismissed with his reasonable costs &c.

James Campbell

State of Illinois }
 Jo Daroup County } Personally appeared before me the
 above named James Campbell and being duly
 sworn according to law states that the matter
 contained in the foregoing answer to exceptions
 by him subscribed which are stated upon the know-
 ledge of said defendant are true and the matter
 stated upon information and belief he believes to be
 true
 Wm H Bradley Clerk of the Circuit Court

Endorsed

Filed July 3^d 1856

Wm H Bradley Clerk

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James Carter

vs

James Campbell

In Chancery Court

of De Witt County

James Campbell one of the defend-

ants in the above entitled cause answers to the amendments to the original Bill of Complaint which amendments are to be inserted on the seventh page ^{of the Bill} between the second and third line from the top as follows

He admits that as agent of the State Bank of Illinois he did cause executions to be issued on said judgments against Brush Clark & Hathaway and Brush and Miller and the same to be levied on Lot Number Four in Block ten on the East side of Peere River, that said Lot was liable to said judgments & that said Lot was of sufficient value to satisfy said judgments but that for the reasons assigned by him in his first answer to Complainant's bill he did not sell said Lot ^{in Block No Ten} No four on the East side of Peere River

That as the agent of the Bank he had not levied upon said Lot Number Forty five but that it was levied upon by M. J. Johnson as the attorney of Mrs Ledlie or John J. Crinkshank after said Defendant had assigned said judgments to said Johnson that the reason why he did not levy upon said Lot No 45 was not because he knew the claim in Equity of the complainant to said Lot No 45 to be superior to that of the claim of Mrs Ledlie to Lot No 4 in Block 10 East side of Peere River for he denies knowing or believing any such thing but because he knew that said Lot No 4 in Block 10 East side of Peere River was subject to said judgments & because he had not investigated the matter in regard to said Lot

No 45 though as stated by him in his first answer to the Bill Henry L Brush before said Lot No 45 was conveyed to said Complainant Applied to said defendant as agent of said State Bank to release said Lot No 45 from the operation of said judgments and further that one or more persons who were negotiating for the purchase of said Lot No 45 from said Complainant declined doing so on account of the existence of said judgments as a lien on said Lot

The defendant wholly and absolutely denies that before the levies on said Lot No 4 Block 10 & side of Terre River he combined or confederated with John Crickshank's Madison Y Johnson or with any other person with intent to abandon said levies upon Lot No 4 Block 10 or with the intention not to make the amount of said judgments or either of them out of said Lot but that after for the reasons given in defendant's first answer to this Bill of Complaint he assigned said judgments to said Johnson, he learned that said Johnson had levied upon lots as the property of Abraham Hathaway one of the securities of Brush on one of the notes on which these judgments were obtained which was in contravention of a promise made by defendant to Hathaway for the reasons in this first defendant's first answer stated. Altho said defendant believes that all of the lots of said Hathaway which were levied upon by direction of M. Y Johnson had been conveyed away by him to bona fide purchasers and that to permit the lots of said Hathaway which were levied on along with Lot No 45-Brush from being sold and to keep his promise good to said Hathaway he had said judgments reassigned to him - that said Johnson having control of the judgments obliged said defendant to release Lot No 4 Block 10 & of Terre River from the operation of said judgments that said Lot No 4 having been

Page 50) levied on it was necessary legally that it should be bid off for some amount and that said Johnson did bid it off for the sum of Five Dollars. This defendant admits that at the time he assigned said judgments to Johnson he had no idea that said Johnson intended levying on any lots that had been the property of Abraham Hathaway that he did not know that there were any lots of said Hathaway that had not been sold to bona fide purchasers which were subject to said judgments. He denies that there was any collusion between him and Johnson, to work loss or injury to said Carter or in any way to harass or defraud him. That he was indifferent what property he made the amount of the judgments from. That in taking a reassignment of said judgments from Johnson he was obliged before he could get them back to release lot No 4 Block 10 from their operation and also other lots enumerated by said Johnson which said defendant did not know at the time were bound by said judgments nor does he now know it but is informed and believes that they were not bound by them.

The defendant further answers and admits that when as Agent of the State Bank he assigned said judgments to Johnson the consideration given for them so far as the judgments and interest went was in the paper of the State Bank of Illinois or its equivalent but that when they were reassigned to him the same funds were returned to Johnson. That at the time of the assignment the paper of the State Bank of Illinois was depreciated that it was selling at from sixty six to seventy cents on the dollar.

State of Illinois
Sangamon County

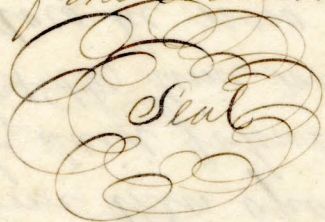
Personally appeared before
me the above named James Campbell and after
being by me duly sworn according to law he
states that the above and foregoing answer by him
subscribed is true, as stated of his own knowledge
& those matters & things stated on information and
belief he believes to be true

James Campbell

Subscribed and sworn to before me this
15th day of March 1852

Given under my hand and Seal of Office as Clerk
of the Circuit Court of said County and State

Benjamin Talbot Clerk



Endorsed

Filed April 30th 1852

Wm. H. Bradley, Clerk



And afterwards to wit on the 12th day of January in
said January special term of said said David's Coun-
ty Court A.D. 1850 in the record of the proceedings
thereof in said cause is the following entry, to wit,
James Carter

vs

James Campbell Reubin & Bill in Chancery
W. Brush Abraham Hathaway
and Henry W. Miller et al

Now came on to be heard
and the demurrer of the defendants Reuben W. Brush

Abraham Mathaway, Henry W. Miller, John Culhane, Uri Manly and R. M. Ridgely trustees as heretofore filed by their solicitor to the Complainants Bill which after argument is overruled by the Court and the defendants by their Council say they will abide by the Demurrer and except to the opinion of the Court

And afterwards to wit on the 22nd day of March in March term of the Circuit Court of Jefferson County Illinois the said Complainant by his solicitor filed in open Court with the Clerk thereof his exceptions to the answer of the defendant Campbell on file which said exceptions are in the words and figures following to wit

In Chancery }
Between } James Carter Complainant
And James Campbell et al Defendant
Exceptions taken to the answer of James Campbell one of the above named defendants to the Bill of Complaint ^{of James Carter} against the said James Campbell et al
1st Exception for that the said Campbell hath not answered to the best of his knowledge, information and belief whether the real Estate which was taken by Farwell as the Consideration for the deed of Brush and wife dated April 18th 1843 was Lot No 45 as charged in the Bill
2nd the defendant does not answer to the best of his knowledge & belief whether said Farwell took possession of said lot on or about the first of March 1843 by himself tenants or grantees and that he so continued in possession as charged in said complainants Bill
3rd The defendant does not answer to the best of his knowledge and belief that while Farwell was in

possession with the title and claim in him he sold to complainant neither does he answer as to sale of Jarwell to Carter as the said complainant hath charged in his Bill

5th The defendant does not answer to the best of his knowledge and belief whether satisfaction was ever entered of record in the records office when the complainants bill expressly charges that satisfaction never was entered of record in said Records office

6th The said Campbell hath not answered to the best of his knowledge and belief whether he the said defendant paid any money on ^{the} Judgmt. and execution under which he purchased when said complainants expressly charges that he did not pay any money except the costs.

7th The said Campbell does not answer to the best of his knowledge and belief whether at the time of said execution, issuing, levy and sale ^{the} said ~~Highway~~ ^{Highway} had property sufficient to satisfy said Judgmt. As the said complainant hath charged in his bill and also that he does not answer the special matter in said Bill. In all which particulars the said complainant excepts against the said defendants answer as imperfect evasive irrelevant and insufficient and therefore prays that the said defendant may put in a better and further answer thereto

Campbell
Sole for Compt.

Endorsed

Filed 22nd March 1850

W H Bradley Clerk

Page 54- And afterwards to wit on the 23^d day of March in
said March term A.D. 1850 of said Circuit Court in the
record of the proceedings thereof in said cause is the
following entry to wit

James Carter

vs

James Campbell Reuben } Bill in Chancery
W^m Brush Abraham Hathaway }
Henry W^m Miller et al }

Now came on to be heard
the exceptions of the complainants heretofore filed by
his solicitor to the answer of the Defendants James Cam-
pbell filed herein which after argument are sustained
by the Court and the said defendant is ruled to file
an amended answer within thirty days from this date

And afterwards to wit on the 4th day of June as yet
of the May term A.D. 1850 of said Circuit Court in
the record of the proceedings thereof in said cause
is the following entry to wit

James Carter

vs

James Campbell Reuben } Bill in Chancery
W^m Brush Abraham Hathaway }
Henry W^m Miller et al }

On motion of the
Defendant James Campbell
by his solicitor further time is extended by the
Court for the said Defendant to file his amended an-
swer to wit Thirty days from the adjournment of
the present term of this Court

And afterwards to wit on the 29th of August A.D.
1851. The said Complainant by his solicitor filed
in the Clerk's Office of said Circuit Court his replica-
^{as amended} tion which is in the words and figures following to wit

James Carter vs In Chancery
James Campbell et al

The replication of James Carter Complainant to the answers of James Campbell Deft

This replicant saving and reserving to himself all and all manner of Advantage or exception which may be had and taken to the manifold errors uncertainties and insufficiencies of the answers of the said defendant for replication thereunto saith that he doth and will aver maintain and prove his said bill original and amended to be true certain and sufficient in the law to be answered unto by the said deft and that the answers are very uncertain evasive and insufficient in the law to be replied unto by the replicant without that that any other matter or thing in the said answers contained material ~~and~~ ^{real} effect ~~in~~ in the law to be replied unto and herein and hereby well and sufficiently replied unto confessed or avoided traversed or denied is true all which matters and things the replicant is ready to aver maintain and prove as this honorable court shall direct And humbly prays as in and by his ^{said} original & amended bill he hath already prayed

Wm Wilson Campbell
Compt Solr

Endorsed
Filed ^{as amended} December 13th 1852
Wm H Bradley Clerk

And afterwards to wit on the 2nd day of January AD 1852 as yet of the November term AD 1851 of said

of said Circuit Court in the record of the proceedings thereof in said cause is the following ^{entry} to wit

James Carter

vs

James Campbell Reuben
Wm Bush Abraham Hathaway
Henry W Miller et al

Bill in Chancery

The complainant by his solicitor moves the court for leave to withdraw the general replication filed herein and for leave to amend the Bill which motion is sustained by the court and leave granted to amend by incorporating new matter embraced in the answer and the Defendants by their Council asks leave to withdraw the answer which leave is refused by the court to which decision of the court the Defendants by their Council except

The motion filed by the complainants solicitor and referred to in said last cited order is in the words and figures following to wit

State of Illinois ss Davis County ss

James Carter

vs

Circuit Court Nov Term

vs

James Campbell

vs

1851

The said complainant comes and moves the court for leave to withdraw the general replication filed herein and for leave to amend the Bill by inserting in the same various matters in the said answer contained and so that matters in the said answer may be more fully presented to the court, By Hays & Wilson Sol for Complainants

Endorsed

Filed 2nd Jan 1852 J. H. Bradley Clerk

And afterwards to wit on the same day to wit,
the 2nd day of January A.D. 1852 as yet of the November
term of said Circuit Court A.D. 1851 in the record of
the proceedings thereof in said cause is the follow-
ing entry to wit

James Carter
vs
James Campbell Ruben W. Bill in Chancery
Brush Abraham Hathaway
Henry W. Miller et al

On motion of the defend-
ants solicitor the complainants are ruled by the court
to file their amended Bill within thirty days from the
rising of this court and the defendants have leave
to answer said amended bill thirty days after being
served with notice of the filing of said amended bill

And afterwards to wit on the 22nd day of March in Ma-
rch term of the said Circuit Court in the record of the
proceedings thereof in said cause is the following
entry to wit

James Carter
vs
James Campbell Ruben W. Bill in Chancery
Brush Abraham Hathaway
Henry W. Miller et al

On motion of the defend-
ant James Campbell by his attorney the rule for him
to answer the complainants amended bill is extended
and leave is granted him to file his answer within thirty
days from this date

And afterwards to wit on the 13th 14th & 15th days of December respectively as yet of the November term A.D. 1852 of said Circuit Court in the record of the proceedings thereof in said cause is the following entry to wit

of the 13th
James Carter

vs

James Campbell Reuben W. Brush } Bill in Chancery
Abraham Hathaway Henry W. Miller }

Thomas Clark et al } Now at this day comes the complainant and the defendant James Campbell by their respective solicitors and this cause coming on to be heard upon the bill of the complainant the answer of the said defendant Campbell exhibits and evidence and after the introduction of a part of the proofs and evidence the further hearing of the case is postponed until tomorrow morning of the 14th

James Carter

vs

James Campbell Reuben W. Brush } Bill in Chancery
Abraham Hathaway Henry W. Miller }
& Thomas Clark et al }

Now at this day came again the said complaint and the said defendant James Campbell by their respective solicitors and after hearing further evidence and a part of the arguments of counsel ^{and} the further argument by counsel is postponed until tomorrow morning by the Court

of the 15th

James Carter

vs

James Campbell Reuben W Bush

Abraham Hathaway Thomas Clark

& Henry W Miller et al

Bill in Chancery

Now at this day

came the complainant

and the said defendant

Campbell by their respective solicitors and the Court
after hearing the concluding arguments of Council
takes the same under advisement.

And afterwards to wit on the 20th day of Decem-
ber as yet of the November term A D 1852 of said Cir-
cuit Court in the record of the proceedings ^{thereof} in
said Cause is the following entry to wit

James Carter

vs

James Campbell Reuben W Bush

Abraham Hathaway Henry W Miller

Thomas Clark & John Calkoun

Uri Manley & A H Ridgley Trustees

of the State Bank of Illinois

Bill in Chancery

This cause having

come to be heard on Bill and

Amended Bill on Answers and on Amended answers re-
plications exhibits record and oral testimony and the
said defendants Reuben W Bush Abraham Hathaway
Henry W Miller Thomas Clark & John Calkoun Uri
Manley and A H Ridgley Trustees ~~and~~ having her-
etofore elected to abide by their answer and the Court
after argument having fully considered and

being fully advised doth order adjudge and decree
that that portion of the prayer of the said comp-
laintant's Bill that seeks to set aside the said sale
by said Sheriff to said James Campbell of said Lot
number forty five (45) on Bench Street in said City of Galena
and to compel the plaintiffs in said executions is-
sued on the 2nd of February 1848, to have their judgm-
ents satisfied out of other property of said Brush
or out of the said Hathaway's property except as to
Lot Number Thirteen (13) below referred to to be denied
& the said Bill as to the same to be dismissed, and
the court doth further order and decree that the sa-
id Mortgage executed by said Brush to said Fowler
mentioned in said Bill & amended Bill & a copy
of which is annexed to said Bill as an exhibit,
shall stand to protect the title of said Carter in
said Lot number forty five (45) and shall be held and
decree to exist & remain in full force for the pro-
tection and security of the said legal title, in ^{said} James Ca-
rter and that said Lot Number Thirteen, 13 on Gratiot
and Branch Street in the said City of Galena be sold,
and the proceeds applied in satisfaction of the amounts
of said sales under said judgments, in favor of the
State Bank of Illinois referred to in the Bill and evidence
and that R. H. McClellan Master in Chancery be appoint-
ed to make said sale of said Lot Number Thirteen (13) and
to make report of his proceedings to the next term of
this Court and it is further ordered by the court that
the complainant have and recover of the defendants

his costs herein and that
he have execution therefor to which decrees and
decisions of the said Court the said Complainant and
the said defendant James Campbell by their respective
solicitors except and the said Complainant &
the said defendant Campbell by their respective
solicitors pray an Appeal to the Supreme Court
which is granted to the Complainant conditioned
that he enter into bond in the sum of Two hundred
Dollars with Alexander Young as his security w-
ithin sixty days from this date and an appeal is
granted to the said defendant Campbell condi-
tioned that he enter into bond in the sum of two
hundred dollars conditioned according to law
with Thomas Foster as his security within sixty days
from this date

On the trial of said cause the following exceptions
were made and allowed as follows, to wit?

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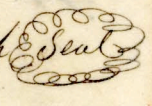
James Carter } In the Circuit Court
vs } Nov Term 1852
Jas Campbell et al } In Chancery

Be it remembered that on this the
13th day of Decr 1852 the above entitled cause came
on to be heard on the Bill original and amended the
Answers original and amended exhibits and oral &
written evidence the Compt to maintain the issue in-
roduced and read the Mortgage from Brush to Farwell
29 Apl 1841 as follows viz

Reuben W Brush } I know all men by these presents that
To } Mortgage } I Reuben W Brush of Galena County
Abel G Farwell } of Jo Davies and State of Illinois in
consideration of the sum of Twenty five hundred do-
llars (\$2500) lawful money paid to me by Abel G Farwell
of Saint Louis, Saint Louis County, and State of Missouri
the receipt whereof I do hereby acknowledge do hereby
give grant bargain sell and convey unto the said
Abel G Farwell his heirs and assigns forever the foll-
owing described lot or parcel of land lying and being
in the town of Galena aforesaid designated on the
plat of said town as lot No. forty five (45) fronting fifty
feet on Bench Street and running Westwardly two hundre
d seventeen and $\frac{2}{3}$ feet containing 125 of an Acre the same
more or less To have and to hold the said granted and

bargained premises with all the privileges appurtenances and improvements thereof to the said Abel G Farwell his heirs and assigns to his and their use and behoof forever. And ^{the said} Reuben W Brush for myself my heirs executors and Administrators do covenant to and with the said Abel G Farwell his heirs and assigns that I am lawfully seized in fee of the premises that they are free ~~from~~ of all incumbrances, that I have a good right to sell and convey the same to the said Abel G Farwell to hold as aforesaid. And that I will warrant and defend the same to the said Abel G Farwell his heirs and assigns forever against the lawful claims of all persons: Provided nevertheless that if I the said Reuben W Brush my heirs executors or Administrators shall well and truly pay to the said Abel G Farwell his heirs executors or Administrators or assigns the just and full sum of Twenty three hundred seventy eight Dollars and four Cents (\$2378.04) in three several payments as follows viz one note payable on the first day of August next (being in the year 1841) for seven hundred ninety two and ⁶/₁₀₀ Dollars (\$792.68) one note payable on the first day of November next (being in the same year as above) for seven hundred ninety two and ⁶/₁₀₀ Dollars (\$792.68) and one note for seven hundred ninety two and ⁶/₁₀₀ Dollars (\$792.68) payable on the first day of February in the year 1842 all of which are bearing even date with these presents and given by me the said Brush to the said Abel G Farwell then this deed shall be void and of no effect - otherwise to remain in full force and virtue in law

In Testimony whereof I have herunto set my hand and Seal to the foregoing instrument this twenty ninth day of April A.D. 1841
In presence of
Montreville Green R. R. Brush

Reuben W Brush 

State of Illinois
In DuPage County

This day came before the subscriber an acting Justice of the Peace in and for the said County the above subscribed Reuben W. Brush who is personally known to me to be the person whose signature appears to the foregoing Deed of Mortgage and acknowledged that he signed the same as executing the foregoing mortgage deed as his free and voluntary act and deed for the purposes therein mentioned. Given under my hand and seal this twenty ninth day of April A.D. 1841

Elijah Charles J.P. Seal

Recorded this twenty ninth day of April A.D. 1841 at
Four O'clock P.M.

Jeremiah Pettis, Recorder

1 The Compt further introduced and read as evidence
Two Indgt. Cir. Court in Record BK. A page 326-7
Assumpsit & Ser. Ca. 24 Nov 1842. as follows viz
Abel & Farwell

vs
Reuben W. Brush

Seisin Precious on Mortgage
Now at this day came the parties
by their Attorneys and upon issue
joined by agreement they waive the intervention of
a jury and for trial put themselves upon the Court
and the Court after hearing the evidence after inspec-
tion of the papers and due deliberation find their
verdict for the Plaintiff and assess the damages of the
plaintiff at the sum of Twenty One hundred and
four Dollars and Seventeen Cents being the amount
of the principal and interest due on the said
Mortgage it is thereupon considered by the Court that
the plaintiff have and recover of the Defendant the
said sum of twenty One hundred and four Dollars
and seventeen cents his damages as aforesaid

Assessed together with his cost by him about his suit
in this behalf expended and it is further ordered
by the court that the premises in said mortgage
mentioned be sold for the satisfaction of this
judgment and that a special writ fieri facias
be awarded for that purpose

Abel G. Farnwell }
vs } Case

Reuben W. Brush } Now at this day came the
parties by their attorneys and
upon issue joined by agreement they waive the
intervention of a jury and for trial put them-
selves upon the court And the court after hearing
the evidence after inspection of the papers and
due deliberation finds the issue for the Plaintiff
and assesses his damages at the sum of twenty one
hundred and four Dollars and seventeen cents
It is therefore considered by the court that the
plaintiff have and recover of the defendant the sa-
id sum of Twenty one hundred and four dollars
and seventeen cents so as aforesaid assessed to-
gether with his cost by him about his suit in this beh-
alf expended and that he have execution therefor

2 Also the papers in both ~~the~~ above cases as follows
to wit Declaration, Bond for Costs, & process
filed as follows to wit

State of Illinois }
So Davis County } Set
pl. court

Circuit Court
October term 1842

Abel G. Farnwell ^{the plaintiff} complains of Reuben
W. Brush the defendant in a plea of trespass on the case

in promise

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For that Whereas the said defendant
heretofore to wit on the 29th day of April in the year
of our Lord One thousand Eight hundred and forty one
at said County made his certain promissory note
in writing bearing date a day and year therein men-
tioned to wit the day and year aforesaid and thereby
then and there promised to pay on the first day of November
next after the date thereof to the order of said plaintiff
the sum of seven hundred ninety two and $\frac{8}{10}$ Dollars wit-
hout defalcation or discount for value received and
there and there delivered said promissory note to the
said plaintiff By means whereof and by force of the
Statute in such cases made and provided the said
defendant then and there became liable to pay to the
said plaintiff the said sum of money in the said
promissory note specified according to the tenor
and effect of the said promissory note and being
so liable the said defendant in consideration
thereof afterwards to wit on the day and year afores-
aid at said County aforesaid undertook and then
and there faithfully promised the said plaintiff
to pay him the said sum of money in the said prom-
issory note specified according to the tenor and
effect thereof

2nd count And whereas also the said defendant after-
wards to wit on the 10th day of October in the year of our
Lord One thousand Eight hundred and forty two at
said County aforesaid was indebted to the said pl-
aintiff in the further sum of \$3000:- lawful money
of the United States for the work and labor care and dil-
gence of the said plaintiff by the said plaintiff be-
fore that time done and performed and bestowed
in and about the business of the said defendant

And at his special instance and request and also for divers materials and other necessary things by the said plaintiff before that time formed and provided and used and applied in and about that work and labor for the said defendant and at his ^{like} special instance and request - and also in the further sum of \$ 3000- of like ^{lawful} money for divers goods and wares and merchandise by the said plaintiff before that time sold and delivered to the said defendant and at his like special instance and request and also in the further sum of \$ 3000- of like lawful money for money by the said plaintiff before that time lent and advanced to & paid, laid out and expended for the said defendant and at his like special instance and request and also in the further sum of \$ 3000- of like lawful money for other money by the said defendant before that time had and received to and for the use of the said plaintiff. And also for that the said defendant accounted with the said plaintiff of and concerning divers other sums of money from the said defendant to the said plaintiff before that time due and owing, and then in arrears and unpaid and upon such accounting the said defendant was then and there found to be in arrears and indebted to the said plaintiff in the further sum of \$ 3000- of like lawful money and being so indebted the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at said County aforesaid undertook and then and promised the said plaintiff to pay him the said several sums of money in this Court mentioned when he the said defendant should be thereunto afterwards requested

Page
68

Brush And yet the said defendant not regarding his said several promises and undertakings has not yet paid the said several sums of money or any or either of them or any part thereof to the said plaintiff although often requested so to do but the said defendant to pay him the same has hitherto wholly neglected and refused and still does neglect and refuse to the damage of said plaintiff of \$ 3000: and therefore he sues &c
Drummond for plff

Copies of the notes issued on
Galena April 29th 1841 On the first day of November next for value received I promise to pay to the order of Abel & Farwell seven hundred ninety two and $\frac{68}{100}$ Dollars without defalcation or discount
792 $\frac{68}{100}$ Dollars R.W. Brush

Galena April 29th 1841 on the first day of February next for value received I promise to pay to the order of Abel & Farwell seven hundred ninety two and $\frac{68}{100}$ Dollars without defalcation or discount
792 $\frac{68}{100}$ Dollars R.W. Brush

Galena April 29th 1841 on the first day of August next for value received I promise to pay to the order of Abel & Farwell seven hundred ninety two and $\frac{68}{100}$ Dollars without defalcation or discount
792 $\frac{68}{100}$ Dollars R.W. Brush

Bond For Costs
State of Illinois }
In Daviess County & Circuit } Set
Abel & Farwell } Plaintiff }
vs }
R.W. Brush } Defendant }

In the Circuit Court October term 1842
In all compact

112114-367

I do hereby enter myself security 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 at Galena this 14th day of October A.D. 1842

Henry Corwith J.P.

Approved Wm Bradley Clerk of said Circuit Court

Endorsed

Filed October 14 1842

Wm Bradley Clerk

Wherein the summons issued thereon together with the
return of the Sheriff thereon is in the words and fig-
ures following to wit

State of Illinois }
Jo Daviess County } Jct

The people of the State of Illinois
To the Sheriff of the County of Jo Daviess Greeting
We Command you to summons Remben W Brush
to appear before the Circuit Court of Jo Daviess County
at the next term to be holden at Galena on the 4th
Monday of October Instant, to answer Abel G Ferrell
in a plea of Trespass on the Case upon promises Dam-
ages Three Thousand dollars and have you then and
there this Writ

Witness Wm Bradley Clerk of the Circuit
Court of Jo Daviess County at Galena Illinois
this 14th day of October A.D. 1842
Attest Wm Bradley Clerk



Served the within summons on Reuben W. Brush by reading same this 14th day of Oct-
ober A.D. 1842 A Young Shff & W. B. McMillan Dpy Shff

70 The plea of the defendant is in the words and
figures following to wit
State of Illinois }
In Davis County } Set In Circuit Court October term
A.D. 1842

Reuben W. Brush }
a. D. }
Abel G. Farwell } And the said defendant comes
& defends the wrong and injury, When &c
& says that he did not promise and assume
in manner and form as plaintiff hath decla-
red against him And of this said defendant
prats himself upon the country &c
And the plff likewise Hempstead for Dft
Drummond for plff

Endorsed
Filed Nov 23^d 1842
W. H. Bradley Clerk

The papers in the foreclosure of the said Mortgage
of Sci. facias are as follows to wit
Bond for Costs and Precepts

Abel G. Farwell }
vs } Sci. facias to foreclose Mortgage
Reuben W. Brush }
W. H. B. } Same the writ &c
blk } Drummond for plff

Bond for Costs
State of Illinois }
In Davis County } Set In the Circuit Court Oct term A.D. 1842

71
Abel G. Farwell Plaintiff }
as } in Scire facias to foreclose
Reuben W. Bush defendant } Mortgage

I do hereby enter myself security 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 at Galena this 14th day of October A.D. 1842

Henry Conwith *H. C.*

Approved Wm. H. Bradley Clerk of said Circuit Court

Endorsed
Filed Oct 19th 1842

Wm. H. Bradley Clerk

The writ of Scire facias and return thereon
State of Illinois }
St. Davids County } ^{set} The People of the State of Illinois
To the Sheriff of the County of St. Davids Greeting
Whereas it has been represented to us on the part of Abel G.
Farwell that Reuben W. Bush did on the 29th day of
April A.D. 1841 make sign ^{seal} and deliver to the said Abel
G. Farwell a certain Mortgage in Writing under the hand
and seal of the said Reuben W. Bush in due form of
law on the following described Real Estate to wit a
lot of ground lying and being in the town of Galena
County of St. Davids and State of Illinois and design-
ated on the plat of said town as Lot No. forty five
[45] fronting fifty feet on Bench Street and running we-
stwardly two hundred Seventeen and $\frac{2}{3}$ feet containing
25 of an acre the same more or less To have and to
hold the said granted and bargained premises with all

the privileges appurtenances and improvements there-
of to the said Abel G Farwell his heirs and assigns
to his and their use and behoof forever For the purpose
of securing the said Abel G Farwell in the payment
of the just and full sum of Twenty three hundred seventy
eight Dollars and four cents in three several payments he
follows viz one note payable on the first day of August A.D
1841 for Seven hundred ninety two and $\frac{68}{100}$ Dollars One note
payable on the first day of November A.D 1841 for Seven
hundred ninety two and $\frac{68}{100}$ Dollars and one note for
Seven hundred ninety two $\frac{68}{100}$ Dollars payable on the
first day of February in the year A.D 1842 all of which notes
are bearing even date with the said Mortgage as in and
by the said Mortgage is expressed ~~which said Mortgage is~~
~~expressed~~ which said Mortgage is duly executed and
recorded in the Recorder's Office of said Jo Daviess County
and the said sum of money thereby secured to be paid
have become due and remain unpaid

We therefore command you to summon Reuben W
Brush if he shall be found in your County person-
ally to be and appear before the Circuit Court of
said County of Jo Daviess on the first day of the next
term thereof to be holden at the Court house in Galena
on the fourth Monday in the month of October instant
to show cause if any he has why judgment should
not be rendered against him in favour of the said
Abel G Farwell for the said sum of money in the
said Mortgage mentioned together with damages
and costs herein And the said mortgaged premises
be sold to satisfy the same And have you then and then
this writ and make return thereon in what manner you execute
the same

CLERK
Clerk

Witness Myself, Bradley Clerk of the
Circuit Court of Jo Daviess County Illinois at Galena this 14th
day of October A.D 1842 Attest William H Bradley Clerk

Served the within Ser Ju on Reuben W Bush
by Reading done this 14th day October A D 1842
A. Young Shff
By W P Willard Dpy Shff

The plea of the defendant
State of Illinois

In Daviess County } Set in Circuit Court
Reuben W Bush } October Term 1842

vs

Abel G Farwell } And said defendant by
Hempstead his Attorney comes and defends the
wrong and injury when sc & says that the said
supposed Mortgage deed sued on is not his deed &
of this he puts himself upon the country &c

And the plaintiff
Drummond for plff

C S Hempstead for Plff

Endorsed

Filed Nov 23 of 1842

Wm H Bradley Clerk

Also the special fi fa levy advertisement & return
of sheriff on said fi fa as follows to wit

State of Illinois

County of Daviess } Set

The People of the State of Illinois

To the Sheriff of the County of Daviess Greeting
We Command you

That of the following described lands and tenement of Reuben
W Bush to wit the lot or parcel of ground lying and
being in Town (now City) of Galena designated on the plat
of said Town as lot No Forty five (45) fronting fifty feet
on Bench Street and running westwardly Two hundred
seventeen and $\frac{2}{3}$ feet containing 25 of an Acre the same more

or less You are to be made the sum of Twenty one hundred and four Dollars and Seventeen cents damages and Eight Dollars and Sixty Eight cents costs which Abel G Farwell lately recovered against him in the Circuit Court of said County as appears of Record and this you are not to omit under the penalty of what the law prescribes. And have those moneys at the Clerks office of said Court at Galena within ninety days from the date hereof and also this Writ



Witness William H. Bradley clerk of the Circuit Court of St Davids County Illinois at Galena this 30th day of November A.D. 1842

Attest Wm H. Bradley Clerk

The Sheriff will collect interest on the above from Nov 24 A.D. 1842

Wm Bradley Clerk

Received this Execution for Collection this first day of December in the year of Our Lord one thousand eight hundred and forty two at the hour of half past four O'clock P.M.

Alfred Young Sheriff D.C. Ill

Returned this 28th day of Feb'y 1843 not satisfied by order of plaintiffs Atty giving orders not to sell the property levied upon

Alfred Young Sheriff

Sheriff Sale

By virtue of an Execution to me directed from the office of the Circuit Court of St Davids County and State of Illinois in favour of the following named person Abel G Farwell, and against the following named defendant Reuben W Bausch, I have levied upon the following described property to wit The Lot or parcel of Ground lying and being in the town (now city) of Galena designated on the plat of said Town as Lot

No forty five (45) fronting fifty feet on Bench Street and running Westwardly Two hundred seventeen and $\frac{2}{3}$ feet containing 25 of an acre the same more or less Which I shall offer at Public Auction on the 5th of January 1843 at the Court-house door in the town of Galena to the highest and best bidder for ready money the sale to be between the hours of one o'clock P.M. and the setting of the sun on said day Galena December 8th A.D. 1842

Thos. Young Sheriff

Also the Execution on the aforesaid Judgt. return of Sheriff &c as follows to wit

State of Illinois } set
In Daviess County }

The People of the State of Illinois
To the Sheriff of the County of Daviess Greeting
We command you

That of the goods chattels Lands & Tenements of Reuben W. Brush, you cause to be made the Sum of Twenty One Hundred & Four Dollars and Seventeen cents Damages and Eight Dollars and forty three cents costs which Abel G. Farwell lately recovered against him in the Circuit Court of said County as appears of Record and this you are not to omit under the penalty of what the law prescribes. And have those moneys at the Clerks office of said Court at Galena within ninety days from the date hereof and also this writ Witness William H. Bradley Clerk of the Circuit Court of Daviess County Illinois at Galena this 7th day of December A.D. 1842



Attest William H. Bradley Clerk

By P. W. Smoker Deputy

William H. Bradley Clerk
By P. W. Smoker Deputy

This Sheriff will collect interest on the above from November 24th A.D. 1842

Received this Execution for Collection this Ninth day of December in the year of our Lord One thousand eight hundred and forty two at the house of A. O. Clock
P.M.
Messrs Young & Sheriff D. Co. D.W.

Returned this 7th day of March 1843 not Satisfied
No property found
Messrs Young & Sheriff

Also Deed from Brush and Wife to Furwell 18th April 1843 Recorded 21st April 1843 Acknowledged 18th April 1843 as follows to wit

Reuben W. Brush & Wife } This Indenture made and entered
To } Deed } into this eighteenth day of April
Abel C. Furwell } in the year of our Lord one thousand
Eight hundred and forty three between Reuben W. Brush
and Sarah his wife of the County of So. Davis and State
of Illinois of the first part and Abel C. Furwell of the County
of Saint Louis and State of Missouri of the second part
witnesseth that the said Reuben W. Brush and Sarah his
wife of the first part for and in consideration of twenty one
hundred and fifty dollars in hand paid by the said party
of the second part the receipt whereof is hereby acknowledged
have granted bargained, and sold and by these presents
do grant bargain sell convey and confirm unto the said
party of the second part his heirs and assigns forever the
following described piece or parcel of land Situate
lying and being in the County of So. Davis and State
of Illinois and known and designated on the plat
of the Town of Galena as Lot No. forty five (45) fronting fifty
feet on Bench Street and running Westwardly two hundred
seventeen and $\frac{2}{3}$ feet containing .25 of an acre be the same
more or less and being the same premises lately owned and
occupied by the party of the first part and being the same

premises mortgaged to the said party of the second part
 by the said Reuben W. Brush ^{signed} bearing date April 24th
 A.D. 1841 together with all and singular the appurten-
 ances thereto belonging or in wise appertaining To have and
 to hold the above described premises unto the said party
 of the second part his heirs and assigns forever And
 the said party of the first, the aforesaid tract or parcel
 of land and premises unto the said party of the second
 part his heirs and assigns against the claim or claims
 of all and every person whatsoever do and will warrant
 and forever defend by these presents

In Witness Whereof the said party of the first ^{part} have hereunto
 set their hands and affixed their seals the day and
 year first above written

Signed Sealed and delivered in presence of Reuben W. Brush ^{part}
 Sarah Brush ^{part}

State of Illinois

In Daviess County

I, J. William H. Bradley Clerk of the Cir-
 cuit Court in and for said County
 do certify that Reuben W. Brush and Sarah his wife
 whose signatures appear to the foregoing deed of convey-
 ance and who are personally known to me to be the
 identical persons who the same this day appeared before
 me and acknowledged that they had signed sealed
 and delivered the same as their free act and deed
 for the uses and purposes therein expressed And Sarah
 Brush Wife of the said Reuben W. Brush having been by
 me made acquainted with the contents of said deed
 and being by me examined separate and apart from
 her said husband acknowledged that she had
 executed the same and relinquished her dower to the
 land and tenements therein conveyed voluntarily fully
 and without ^{the} compulsion of her said husband

In Witness Whereof I have hereunto set my
 hand

name and affixed my seal at my office in Galena
this Eighteenth day of April A.D. 1843

Edw

Wm. H. Chadley Clerk

Recorded this Twenty first day of April A.D. 1843 at
12 past 10 o'clock A.M. Jeremiah B. B. Recorder

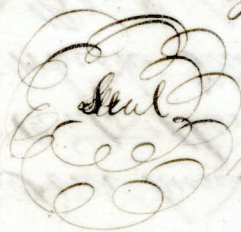
Also a deed from Farwell and wife to James Carter
dated 29 June 1846 & Recorded 28 July 1846 as follows
to wit

Abel & Farwell & wife } This Indenture made this twenty ninth
To $\frac{3}{2}$ Deed } day of June A.D. 1846 between Abel & Farwell
James Carter } and Susan Whis Wife of the County of Suff-
olk and State of Massachusetts of the first part and James
Carter of the County of Jo Daviess and State of Illinois of the
second part Witnesseth that the said party of the first
part for and in consideration of the sum of Seventeen hun-
dred Eleven $\frac{33}{100}$ Dollars to them paid by the party of the second
part the receipt whereof is hereby acknowledged do hereby
grant bargain sell remise release and forever quit
claim unto the said James Carter and to his heirs
and assigns forever all the right title and interest
both at law and in Equity and as well in possession
as in expectancy of the said party of the first part in
and to the following described premises to wit that
lot of land situate in Galena Jo Daviess County Illinois
and known and designated on the plat of the Town of
Galena as Lot numbered forty five (45) fronting fifty (50)
feet on Bench Street and running Westwardly two hundred
Seventeen and two thirds feet ($217\frac{2}{3}$) containing .25 of an
acre be the same more or less being the same premises
Mortgaged to the said Abel & Farwell by Reuben W. Bush
by deed of Mortgage dated April 29th A.D. 1841 Recorded in
the Records Office of Jo Daviess County in Book E pages

386 and 387 which Mortgage was foreclosed in the Jo Daviess Circuit Court at the October term thereof AD 1842 Judgment obtained thereon and execution issued and levy made on the said lot forty five but which was not sold for the reason that the said Reuben W. Brush and wife on the 15th day of April AD 1843 relinquished whatever of legal or equitable right they had in ^{the} said lot by an Absolute deed of that date to the said Abel C. Farwell which said last mentioned deed is Recorded in the Records Office of Jo Daviess County in Book E. page 359 all of which will more fully appear by reference to the before mentioned Records of the said Circuit Court now remaining on file to have and to hold the above described lot with all the privileges and appurtenances thereunto belonging unto the said James Carter his heirs and assigns forever And the said Abel C. Farwell and Susan W. Farwell the aforesaid premises unto the said James Carter against the right or title of any one claiming by or through them or either of them will forever warrant and defend In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written Signed

Signed Sealed and delivered in presence of
 Abel C. Farwell Seal
 Henry C. Farwell Clara A. Bartlett Seal
 Susan W. Farwell Seal
 State of Massachusetts } the undersigned a Notary
 County of Suffolk } Public of said County and City and
 and City of Boston } Commissioner of Deeds for the State
 of Illinois do hereby certify that Abel C. Farwell and
 Susan W. wife of the said Abel whose signatures
 appear to the foregoing deed and who are personally
 known to me to be the identical persons described in and

Who executed the same and acknowledged that they had executed the same voluntarily and freely for the purposes therein expressed. And Susan W wife of the said Abel having been by me made acquainted with the contents of the said deed and the same fully made known and explained to her and being explained to her and being examined separately and apart from her said husband by me acknowledged that the above instrument was her act and deed and that she executed the same voluntarily fully and without the compulsion of her said husband and did not wish to retract ~~the same~~ and that she relinquished her dower to the premises therein conveyed



In Witness Whereof I have hereunto set my name and affixed my Notarial Seal this twenty eighth day of June A D 1846

John P. Bigelow Notary Public & Commissioner of Deeds for the State of Illinois
duly appointed

Recorded this twenty eighth day of July A D 1846 at 1/4 past 12 o'clock P M
Jeremiah Bettis Recorder
Also a correct copy of Judgment Docket in said two cases as follows viz

Abel C. Farnell vs Reuben W. Bush	Judgment rendered Nov 29 th 1842 vs Debt for Twenty one hundred & four Dollars and Seventeen cents & costs	This judgment satisfied by sale of Real Estate to plaintiff Edmund Att'y of Plff. The defendant having transferred to plaintiff the mortgaged premises &c
---	---	--

Abel C. Pinwell

vs

Reuben W. Bush

Judgment rendered Nov 29th 1842 vs Debt for

Twenty One hundred & four Dollars and

Seventeen Cents and Costs

This judgment satisfied by sale

of Real Estate to plff

The defendant having transferred
to plaintiff the Mazygal premises
I recommend
atty of plff

Also alias fieri facias of 9th of August A.D. 1845 on the Bank Judg-
ment vs Bush and Hathaway and Clark together with the
return levying and advertisement of the Sheriff in the word
and figures following to wit

State of Illinois

County of Jo Daviess } set

The people of the State of Illinois

To the Sheriff of the County of Jo Daviess - Greeting

We command you again That of the goods Chattels lands
and tenements of Thomas Clark Reuben W. Bush and
Abraham Hathaway you cause to be made the sum of
Four hundred and thirty six Dollars and forty two
Cents Damages and Ten Dollars and Sixty Cents cost
which The President Directors and Company of the State
Bank of Illinois lately recovered against them in the
Circuit Court of said County as appears of record and
this you are not to omit under the penalty of what the
law prescribes and have those moneys at the Clerks
office of said Court at Galena within ninety days from
the date hereof and also this writ



Witness William H. Bradley Clerk of the Circuit
Court of Jo Daviess County Illinois at Galena this
9th day of August A.D. 1845

Attest W. H. Bradley Clerk

By W. C. Postwick deputy

The Sheriff will collect interest on the above from June 1st
A.D. 1842

W. H. Bradley Clerk

By W. C. Postwick deputy

Received this execution for collections this ninth day of Augt in the year of ^{our} Lord One Thousand Eight hundred and forty five at the hour of $\frac{1}{2}$ past 11 o'clock A M W P Millard Sheriff J. D. Co, Ill

Levied upon all the right title & interest which Reuben W. Brush had on the 17th of June 1842 in and to the following described Real Estate to wit Lots Numbered Ten (10) Eleven (11) Fourteen (14) and fifteen (15) in Block number sixty five (65) in Townsends alteration of lots Numbered One (1), two (2), three (3) four (4) & five (5) in Block Number sixty two (62) on the west side of Terre River in the City of Galena which will more fully appear by reference to the plat of said alteration as recorded in the Office of the recorder of Said Davis County in Book 9 page 352 and fronting one hundred feet on Hill and the same on Bridge St and extended the whole distance through between said Hill and Bridge Streets this 9th day of August 1845 - D W P Millard Sheriff

Made on the within Indgt Fifty Dollars by selling Real Estate to Plaintiffs Attorney this Sep 16th 1845
Ret'd Nov 7th 1845 not satisfied.

W. P. Millard, Sheriff

(Sheriff's advertisement) Sheriff Sale

By virtue of an execution to me directed from the Office of the Circuit Court of Said Davis County and State of Illinois in favour of the President Directors and Company of the State Bank of Illinois and against the following named defendants: Thos. Clark, Reuben W. Brush and Abner Hathaway. I have levied upon the following

described property to wit all the right title and interest that Reuben W. Brush had on the 17th day of June 1842 in and to Lots numbered Ten (10) Eleven (11) Fourteen (14) and Fifteen (15) in Block number Sixty five (65) in Commencement of lots numbered one (1) two (2) three (3) four (4) & five (5) in Block number Sixty two (62) on the west side of Peere River in the City of Galena which will more fully appear by reference to the plat of said alteration as recorded in the office of the Recorder of Jo Daviess County in Book 9 p 352 and fronting one hundred feet on the hill and the same on the Ridge St. and extending the whole distance through between said Hill & Ridge Sts. Which I shall offer at Public Auction on the 30th day of August inst at the Court house door in the town of Galena to the highest and best bidder for ready money. The sale to be between the hours of 9 O'clock A M and the setting of the sun on said day.

Galena August 9th A D 1845 W. J. Willard Sheriff
Postponement

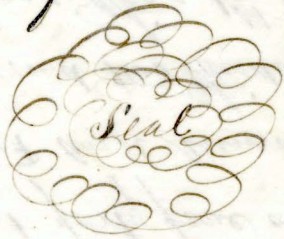
The above sale is postponed until the 6th of Sept W. J. Willard Sheriff
Postponement

The above sale is postponed until the 10th of Sept W. J. Willard Sheriff.
Also the Plurim Fi Fa of 2nd of February A D 1848 in said last entitled case with the levies, return & c thereon which are in the words and figures following to wit

State of Illinois }
County of Jo Daviess } set

The People of the State of Illinois
To the Sheriff of the County of Jo Daviess Greeting

We Command you as we have oftentimes heretofore com-
manded you that of the goods Chattels lands and tenements
of Thomas Clark Reuben W. Brush and Abraham Hathaway
you cause to be made the sum of Four hundred and
thirty Six dollars and forty ^{two} Cents Damages and ten
Dollars and Eighty Seven Cents Costs which the
President Directors and Company of the State Bank
of Illinois lately recovered against them in the Circuit
Court of said County as appears of record and this you
are not to omit under the penalty of what the Law
prescribes and hand those moneys at the Clerks office
of said Court at Galena within thirty days from the date
hereof and also this writ



Witness William H. Bradley Clerk of Circuit Court
of Jo Daviess County Illinois at Galena this
2nd day of February A.D. 1848

Attest, Wm. H. Bradley, Clerk

The Sheriff will collect interest on the above from June 17 A.D. 1842

Wm. H. Bradley, Clerk

The Sheriff will allow credit on the above judgment of fifty dollars ^{Nov 1845} of Wm. H. Bradley, Clerk.
Received this execution for collection this fifth
day of February in the year of our Lord One thousand eight
hundred and forty eight at the hour of two O'clock P.M.

W. P. Millard, Sheriff, J.D. 1848

Served upon all the right title and interest of R. W. Brush
in and to Lot Number four (4) in Block Number ten (10) on East
side of Pierre River in the City of Galena This 8th day of Feb. 1848

W. P. Millard Sheriff

The property levied upon on this Execution and on one from the same Court in favour of Said Plaintiff And against R.W. Brush & H.W. Miller was offered for sale this 30th March 1848 and struck off to Margaret Ledlie for the sum of five Dollars \$5.00

W.P. Millard Sheriff

Levied upon all the right title and interest of Abram Hawthaway in & to Lots Number thirteen (13) between Gratiot and Bench Streets fifty feet (50) front on Gratiot Street running East to Bench Street also Lot seventeen (17) in Block twenty eight (28) Lot two (2) & five (5) in Block forty (40) and Lot one (1) & three (3) in Block forty one (41) and Lot three (3) in Block forty two (42) and Lot fifty eight (58) on the Prairie also all the right title and interest of R.W. Brush in and to Lot forty five on Bench Street fifty feet front on Bench Street and running back two hundred and seventeen feet and two thirds ($217\frac{2}{3}$) deep and lying all being in the City of Galena this 1st day of April 1848

W.P. Millard Sheriff

Returned this Fi Fa Execution satisfied by selling Lot Number Forty five (45) on Bench Street in Galena to Jas. Campbell for Five hundred & seventy five $36\frac{1}{100}$ Dollars this 16th day of May 1848. W.P. Millard Sheriff

(Sheriff's Advertisement)

Sheriff's Sale

By virtue of two executions to me directed from the Office of the Circuit Court of St. Joseph County and State of Illinois in favor of the following named person:

The President Directors and Company of the State Bank of Illinois one against the following named defendants Ruben W. Brush & Henry W. Miller the other

* The above sale is postponed until the 30 day of March 1845 W. P. Millard Sheriff

Against Thomas Clark R. W. Brush and Abraham Hathaway. I have levied upon the following described property to wit, all the right title and interest of Reuben W. Brush in and to Lot number four (4) in Block Number Ten (10) on the East side of Gore River in the City of Calumet which I shall offer at Public Auction on the 29th day of February at the Court house door in the City of Calumet ^{to the highest and best bidder for Ready Money} the sale to be at the hour of 3 O'clock P. M. on said day Calumet Feb 29th A.D. 1845 W. P. Millard Sheriff

* Also the following judgments in said Circuit Court in favour of the State Bank and of June 17th A.D. 1842 against Thomas Clark Reuben W. Brush and Abraham Hathaway and the other against Reuben W. Brush and Henry W. Miller which said judgments are in the words and figures following to wit

The President Directors and Company of the State Bank of Illinois

vs
Thomas Clark Reuben W. Brush and the Plaintiffs
and Abraham Hathaway by their Attorney and
the defendants being three times solemnly called came not but made default. It is thereupon considered by the Court that the plaintiffs have and recover of the defendants their Damages but as those Damages are not certainly known and it appearing to the Court that this action was founded on a certain promissory note of hand for the payment of money only it

is ordered by the Court that the Clerk assess the same, the Clerk having reported the same at the sum of Four hundred and thirty six dollars and forty two cents which report is approved by the Court. It is therefore considered by the Court that the plaintiffs have and recover of the defendants, the said sum of Four hundred and thirty six dollars, and forty two cents so as aforesaid assessed, together with their costs, by them about their suit in this behalf expended and that they have execution therefor.

The President Directors and Company
of the State Bank of Illinois

vs
Reuben W. Brush

Henry W. Miller

Assumpsit
Now at this day
I name the Plaintiff
by his Attorney and

The defendant Reuben W. Brush having heretofore made default and the defendant Henry W. Miller being three times solemnly called came not but made default. It is therefore considered by the Court that the plaintiff have and recover of the defendants his damages but as these damages are not certainly known and it appearing to the Court that this action was founded on a promissory note of hand for the payment of money only. It is ordered by the Court that the Clerk assess the same. The Clerk having reported the same at the sum of One hundred and

four Dollars and fifty cents which report is approved by the Court it is thereupon considered by the Court that the Plaintiff have and recover of the defendant the said Sum of One hundred and four Dollars and fifty cents so as aforesaid assessed together with his costs by him about his suit in this behalf expended and that he have execution ^{there} for the same.

Also the Alias Execution issued on the said judgment against Brush & Miller July 2nd 1848 with the Leg. Return & thereon endorsed in the words and figures following to wit:

State of Illinois }
County of St. Clair } Set
To the Sheriff of the County of St. Clair, greeting
We Command you as we have before Commanded you that of the goods Chattels lands and tenements of Reuben W. Brush and Henry W. Miller you cause to be made the sum of ^{one} hundred and four Dollars and fifty cents damages and nine Dollars and fifty six cents cost which the president Directors & Company of the State Bank of Illinois lately recovered against them in the Circuit Court of said County as appears of Record and this you are not to omit under the penalty of what the law prescribes And have those moneys at the Clerks

Office of said Court at Galena within ninety days
from the date hereof and also this writ

Witness William H Bradley Clerk of
the Circuit Court of Adair County Illinois
at Galena this 2nd day of February AD 1848
I shut W^m H Bradley Clerk
The Sheriff will collect interest on the above from
Oct 26 AD 1842 W^m H Bradley Clerk

Received this execution for collection this fifth
day of February in the year of our Lord One Thousand
Eight hundred and forty eight at the hour of 2 O'clock
P M W. P. Millard Sheriff
J. D. Co Illinois

Levied upon all the right title and interest of Ren-
den W Brush in and to Lot number Four
in Block number ten 104 on the east side of Peore
River in the City of Galena this 8th of Febry 1848
W. P. Millard Sheriff

The property levied upon on this execution and
on one from the same Court in favour of the same
ptps & against Thos Clark R W Brush & A Hathaway
was offered for sale this 30th day of March 1848 and
struck off to Margaret Leduc for the sum of
Five Dollars W. P. Millard Sheriff

A further levy on same execution as follows to wit

Levied upon all the right title and interest of Reuben W Brush in and to Lot number forty-five (45) on Bench Street fifty (50) feet front running back two hundred & seventeen and two thirds feet (217 $\frac{2}{3}$) to Prospect Street in the City of Galena this first day of April 1848

W. P. Willard Sheriff

Made on this One Dollar this 16th day of May 1848 by selling Lot No forty five on Bench St in Galena to J. A. Campbell Returned this not satisfied

W. P. Willard Sheriff

The following advertisement of Sheriff was returned by the Sheriff accompanying the said execution against Clark Brush and Hathaway as follows to wit
Sheriff's Sale

By virtue of two executions to me directed from the office of the Circuit Court of Jo Daviess County and State of Illinois in favour of the following named persons The President Directors and Company of the State Bank of Illinois and against the following named defendants Abraham Hathaway Reuben Brush & Thomas Clark I have levied upon the following described property to wit All the right title and interest of Wm Hathaway in and to Lots Number thirteen (13) between Gratiot & Bench Street fifty feet (50) front on Gratiot Street running East to Bench Street also Lot seventeen (17) in Block Twenty Eight (28). Lots two (2) & five (5) in Block forty (40) and Lots one (1) & three (3) in Block forty One (41) and Lots two (2)

in Block forty two (42) and lot fifty eight (58) on the
 Prairie also all the right title & interest of R. W.
 Brush in and to Lot forty five (45) on Bench Street
 fifty feet (50) front on Bench Street and running
 back two hundred & seventeen feet & two thirds (217 $\frac{2}{3}$)
 deep all lying and being in the City of Galena
 Which I shall offer at Public Auction on the 24th
 of April at the Court House door in the City of Galena
 to the highest and best bidder for ready money the
 sale to be at the hour of 3 o'clock P M on the said
 day, Galena April the 3^d A D 1848

W. P. Millard Sheriff

The above sale is postponed until the 9th of May

W. P. Millard Shff

The above sale is postponed until the 16th of May

W. P. Millard Shff

The compt then produced and examined Thos
 Drummond who testified that he drew the bill
 of Complaint herein and was the Atty of Farwell in
 the original proceedings and that Farwell came
 here in 1841 to obtain security for a debt he held
 against Brush and that Brush gave the notes
 and Mortgage offered in Evidence on Lot No 45
 the debt was over two thousand dollars the Mor-
 tgage and notes was placed in witness hand for
 collection in 1842 He instituted two suits, one in
 Assumpsit and the other by Sci Fa to fore close the Mort-
 gage. Judgments were recovered in both cases on

The same day and for the same cause of action, the notes being the same The debt was three promissory notes - Executions was issued on these Judgments and a levy was made on the Special Fi Fa and property advertised for sale. After the property was so advertised Mr Brush came to witness and proposed to relinquish lot No 45 for the debt to save expense as it was all he had giving as a reason, it was all he had & would save great expenses and costs in selling I accepted the proposition as Mrs Brush was not a party to the mortgage and Mr Brush proposed they should both join in the deed to Farnwell which I drew and they executed the same to Farnwell.

The entry of satisfaction on the Judgt Docket was made by me a portion of the entry only was made by me about the time the deed was made by Brush and wife Subsequently I made this addition "The debt having transferred to the plaintiff the mortgaged premises" "I Dd"

The release of the mortgaged premises by Brush and wife was all the satisfaction had for the Judgments and there was no entry of satisfaction any place else & none on the margin of the record. ^{by mortgage} The addition on the Judgt Docket was made before the year 1848 before any proceedings were had. There was no release given to Brush, Brush ^{gave p. deed.} which is in evidence releasing his Equity

of Redemption It was simply to take Brush's Equity
 of Redemption that this deed was given. Brush
 held the property at the time of the Execution of the
 deed by Brush and wife to Farwell and then returned
 to Farwell and Farwell and his grantee and tenants
 have been in possession ever since. The lot was
 never sold on Farwell's Special Order on the Seis. In
 Judge all proceedings were suspended on his Brush &
 wife making the deed to Farwell. Witness thinks
 the satisfaction on the docket was entered about
 the time of making the deed by Brush and wife.
 The addition was made some considerable
 time after. Can't say how long. Witness made the
 addition because the manner of the entry was
 subject to some misconstruction and there had
 been some talk about it. Witness thinks he has
 Brush's notes yet as it was his usual practice
 to keep them. It was understood when the deed was
 made by Brush & wife, this was a satisfaction &
 discharge of his debt against Brush. The witness
 had the executions issued and returned as app-
 ears on them. The Court then introduced as
 evidence two original executions of the date July 13th
 AD 1842 and the other of Dec 23rd 1842 Both in favour of
 the Bank one of them against Thomas Clark Reuben W
 Brush and Amos Hathaway and the other against Re-
 uben W Brush & Henry W Miller which are in the
 words and figures following to wit
 State of Illinois }
 County of Tazewell }

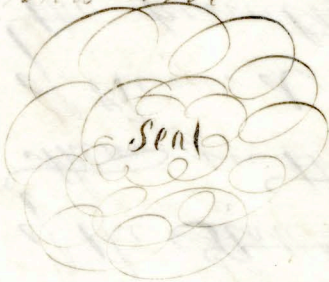
The People of the State of Illinois
 To the Sheriff of the County of St. Clair Greeting
 We Command you That of the goods chattels lands
 and tenements of Thomas Clark Reuben W. Brush
 and Abraham Hathaway you cause to be made the
 sum of Four hundred and thirty six dollars and forty
 two cents damages and Eight Dollars and thirty one
 cents costs which The President Directors and Company
 of the State Bank of Illinois lately recovered against
 them in the Circuit Court of said County as appears
 of Record and this you are ^{not} to omit ~~not~~ under
 the penalty of what the law prescribes And have
 those moneys at the Clerks office of said Court at
 Galena within twenty days from the date hereof and
 also this writ.

Witness William W. Bradley Clerk of the Circuit
 Court of St. Clair Illinois at Galena this 13th
 day of July AD 1842, Attest Wm W. Bradley Clerk
 The Sheriff will collect interest on the above from June 17th AD 1842

Wm W. Bradley Clerk
 Received this Execution for Collection this
 fourteenth day of July in the year of our Lord One tho-
 usand Eight Hundred and forty-two at the hour of
 9 o'clock Am.

A. Young Sheriff St. Clair
 By W. E. Willard Esq. Shff
 Returned this 11th day Oct 1842 not satisfied by plaintiff
 City. Giving orders to wait until further Orders
 Alex^r Young Shff

State of Illinois }
 County of St. David } set
 To the Sheriff of the County of St. David Greeting
 We Command You that of the goods, ^{chattels} lands and tenements
 of Reuben W. Bush and Henry W. Miller you cause
 to be made the sum of One Hundred & Four Dollars
 and fifty cents damages and Eight Dollars and
 seventy five cents costs which the President Directors
 & Company of the State Bank of Illinois lately recovered
 against them in the Circuit Court of said County
 as appears of Record and that you are not to Court
 under the Penalty of what the Law prescribes and have
 those moneys at the Clerk's office of said Court at Salina
 within ninety days from the date hereof and also
 this writ



Witness William H. Bradley Clerk of the Illinois
 Court of St. David County Illinois at Salina this 28th
 day of December A.D. 1842

Attest Wm H. Bradley Clerk By

J. W. Smoker Deputy

The Sheriff will collect interest on the above from Oct 26 A.D. 1842

William H. Bradley Clerk

By J. W. Smoker Deputy

Received this Execution for collection this 26th day
 of December in the year of our Lord One thousand Eight hundred
 and forty two at the hour of 1/4 after 2 O'clock

Alex. Young Sheriff, S. D. Co. Ill.

96
Returned this 23^d day of March 1843 not
Satisfied no property found.

Alex^r Young Shiff

The Complainant then introduced evidence and
it was admitted that Lot four in Block 10 East
Feve River was entered by W^m Bennett from the
Government and by him and wife conveyed to
C^R Bennett on the 10th Nov 1838 and conveyed by
C^R Bennett & wife to John Demint on the 30th Sept
1839 and conveyed by Demint to R. W. Brush on
the 11th Oct A.D. 1841 for consideration of \$600, and
by Brush and wife conveyed to Margaret Ledlie
on the 4th Nov 1842 Acknowledged on the 15th Nov 1842
and Recorded 25 Jan 1843 It was also admitted
that Lot 13 Gratiot and Branch Street was entered
by Abraham Hathaway from the Government
And also admitted that Lot 17 B 28 and Lots 245
B 40 & Lots 143 B 41 & Lot 3 B 42 and Lot 58 on the
Prairie were entered by Hathaway and by him conveyed
to Eads and Gorman by deed Acknowledged dated
& Recorded on the 2^d July 1844 It is also Admitted
that lots including lot 13 are worth \$1050, and that lot
13 alone is worth \$250.00 It is also Admitted Crui-
kshank is the son-in-law of Mrs Ledlie and Johnson
was her Atty This being all the evidence of the Comp^t

The deft introduced and read the Judgt^s vs Brush
Hathaway v Black Ad^r Bank for \$436,- 17 June 1842 as follows

to wit

The President Directors & Company
of the State Bank of Illinois

vs

J. Cass

Now at this day came
Thomas Clark Reuben W Bush the plaintiffs by their
And Abraham Hathaway J. Murray and the Defendants
being three times solemnly called came not but
made default It is thereupon considered by the
court that that the plaintiffs have and recover of
the defendants their damages but as those damages
are not certainly known and it appearing to the
court that this action was founded on a certain
promissory note of hand for the payment of money
only It is ordered by the court that the clerk assess
the same The clerk having reported the same at the
sum of four hundred and thirty six Dollars and
forty two cents which report is approved by the
court It is thereupon considered by the court that
the plaintiffs have and recover of the defendants the
said sum of Four hundred and thirty six Dollars and
forty two cents &c. as aforesaid assessed together with
their costs by them about their suit in this behalf
expended and that they have execution therefor

Also the judge vs Bush & Miller & Co Bank 26 Oct 1844
for \$104 $\frac{5}{16}$ as follows viz

The President Directors and Company
of the State Bank of Illinois

assumpsit

Reuben W Bush
Henry W Miller

Now at the day came the

Plaintiff by his Attorney and the Defendant Reuben W. Brush having heretofore made default and the defendant Henry W. Miller being three times solemnly called came not but made default it is thereupon considered by the Court that the Plaintiff have and recover of the defendant his damages. But as these damages are not certainly known and it appearing to the Court that this action was founded on a promissory note of hand for the payment of money only It is ordered by the Court that the Clerk assess the same. The Clerk having reported the same at the sum of One hundred and four Dollars and fifty cents which report is approved by the Court. It is thereupon considered by the Court that the plaintiff have and recover of the defendant the said sum of One hundred and four Dollars and fifty cents so as aforesaid assessed together with the costs by him about his suit in this behalf expended and that he have execution therefor.

The notes on which the above named judgments in favour of the Bank were rendered were introduced in evidence which are as follows to wit

\$405.

Galena November 2nd 1841

Four months after date we the subscribers the first as principal the others as sureties promise to pay to the president, Directors and Company of the State Bank of Illinois. At their Office of Discount and Deposit in Galena Four hundred and five ⁰⁰ Dollars without deduction or discount for value received

signed

Thomas Clark
R W Brush
A Hathaway

(99) \$100.

Galena September 28th 1841

Four months after date let the subscribers the first as principal the others as Surety promise to pay to the President Directors and Company of the State Bank of Illinois at their Office of Discount and deposit in Galena One hundred ¹⁰⁰ Dollars without deduction or discount for value received

(Signed) Henry W Miller

R W Brush

It is admitted from the 'indition' of these Indgt^s that Miller and Clark were insolvent and Bankrupts. Messrs H Bradley was then sworn who testified that he was the Clerk of the Court, that he had frequently issued executions against Brush since the date of said Judgt^s and they had been returned. Nothing could be made. Says he thinks Brush was insolvent from the date of the Judgt^s. The def^t then read as evidence the Deed of trust by Hathaway to Barrick 30 March 1847 viz

Abraham Hathaway

To $\frac{3}{4}$ Deed of Trust } This Indenture made And entered into this Thirtieth day of March in the year of our Lord One Thousand Eight hundred and forty seven between Abraham Hathaway of the County of Jo Daviess and State of Illinois of the first part and James Barrick of the County of Jo Daviess and State of Illinois of the second part Witnesseth that the said Abraham Hathaway for and in consideration of the special

100
trust and confidence reposed in the said James Barrick
and of the covenants hereinafter mentioned and the
sum of Five Dollars to the said Abraham Hathaway
paid by the said James Barrick the receipt whereof
is hereby acknowledged has granted bargained
sold and conveyed and by these presents do
grant bargain sell and convey unto the said
James Barrick all the right title and interest wh-
ich the said Abraham Hathaway has or which he may
hereafter have in and to the following described pie-
ce and parcel of Land, to wit. Lot Number Thirteen (13)
between Gratiot and Branch Streets in the City of
Galena County of Jo Daviess and State of Illinois fronting
fifty (50) feet on Gratiot Street and running Eastwardly
to Branch Street One hundred and ninety six feet, the sa-
me more or less To have and to hold the above described
premises together with all and singular the improve-
ments, rights, privileges and appurtenances thereunto
in any wise belonging unto the said James Barrick
his heirs and assigns forever on trust for the use &
purposes hereinafter declared and no other

Now know ye that whereas the said Abraham Ha-
thaway stands and is indebted to James Russell of
Galena Illinois in the sum of two hundred and twelve
(212) dollars by note bearing date the thirtieth day of
March One thousand Eight hundred and forty seven
at one year with interest at six per cent per annum
the payment of which well and truly to be made by
the said ^{Abraham} Hathaway in lawful money of the United States
to the said James Russell at the time specified in said
note Now in default of payment so to be made as
aforesaid the said Abraham Hathaway hereby authorizes &
empowers the said James Barrick his executors

or Administrators to enter upon and take possession of said premises above described and to dispose of the same at public sale after giving thirty days notice of such sale in the nearest newspaper to the highest bidder for ready money and to apply the proceeds of said sale to the payment of said note above mentioned and should there be any surplus after paying said note and all costs and expenses attending or arising from said sale to pay the same to the said Abraham Hathaway and the said James Barwick his executors or Administrators upon making sale as aforesaid is hereby authorized and empowered in trust of selling to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds therefor conveying all the right of the said Abraham Hathaway in as full and ample a manner as the said Abraham Hathaway might or could do. But should the said Abraham Hathaway pay and satisfy the said note to the said James Russell or his assigns according to the tenor thereof then this deed of trust is to be void and of no effect otherwise to remain in full force and virtue. In Witness whereof I have hereunto set my hand and seal the day and year first above written.

Signed sealed and delivered

A. Hathaway 

in presence of the bond thirtieth written over and assented by me signing

Wm C Bostwick

State of Illinois } I William C Bostwick a Justice
of said County } of the peace in and for said County
do certify that Abraham Hathaway whose signature appears
to the foregoing deed of trust and who is personally known to
me to be the identical person who signed the same this
day appeared before me and acknowledged

Examine Illinois February 10th 1848. I hereby acknowledge payment and satisfaction in full of the note mentioned
and described in the above deed of trust which payment I understand said deed of trust and bond of said
James Barwick my hand James Barwick & Director

for or effect whatever
Wm C Bostwick

that he had signed sealed and delivered the same as his free act and deed for the uses and purposes therein expressed In Witness whereof I have hereunto set my name and affixed my seal at Galena this second day of April A.D. 1847

Wm C Postwick J.P. Seal

Recorded this sixth day of April A.D. 1847 at Eleven O'clock A.M.

Jeremiah Betts Recorder

Also Sheriffs Certificates to Campbell of 16th of May 1848 as follows, to wit

State of Illinois }
 Jo Daviess County } I William P Willard Sheriff of the County and State
 aforesaid do hereby certify that by virtue of ^{order of} ~~the~~ Court in favor of the President Directors and Company of the State Bank of Illinois and against the goods chattels lands and tenements of Reuben W. Brush and Henry W. Miller of the County and State aforesaid to me directed from the office of the clerk of the Circuit Court of said County I did on the 16th day of May A.D. 1848 expose to public sale the following described lot and premises situated lying and being in the Galena County and State aforesaid to wit. All the right title and interest of Reuben W. Brush in and to Lot number Forty five (45) on Bench Street fifty feet (50) front running back Two hundred and seventeen & two thirds (217 $\frac{2}{3}$) feet to prospect street And that James Campbell bid for the said lot and premises the sum of One Dollar which being the highest and best bid for said lot was struck off to him the said Jas. Campbell and that the said James Campbell will be entitled to a deed of said lot so sold to him on the 16th day of August A.D. 1849 unless the same shall be redeemed according to law Given under my hand and seal at my office in Galena this 16 day of May A.D. 1848

W P Willard

Sheriff Jo Daviess County Ills

State of Illinois }
 Jo Daviess County } I William P Willard Sheriff of the
 County and State aforesaid do hereby certify that by virtue of a writ of Execution in favour
 of The President Directors and Company of the State Bank of Illinois and against the goods
 Chattels lands and tenements of Thomas Clark Reuben W Brush and Abraham Hathaway
 of the County and State aforesaid to me directed from the office of the clerk of the Circuit
 Court of said County I did on the 16th day of May A.D. 1848 expose to public sale the following
 described lot and premises situated lying and being in Galena County and State aforesaid to
 wit All the right title and interest of Reuben W Brush in and to Lot number
 forty five (45) on Bench Street fifty (50) feet front running back two hundred and seventeen
 and two thirds ($217\frac{2}{3}$) feet to prospect Street And that James Campbell bid for
 the said lot and premises the sum of Five hundred and seventy five $\frac{36}{100}$ Dollars which
 being the highest and best bid for said lot was struck off to him the said
 James Campbell and that the said J. Campbell will be entitled to a deed of said
 lot as sold to him on the 16th day of August A.D. 1849 unless the same shall be redeemed acc-
 ording to law Given under my hand and seal at my office in Galena this 16th day of May 1848

Wm P Willard
 Sheriff of Jo Daviess Co Ill

Also Sheriffs deed to Campbell of 17th of August 1849
 as follows, to Wit

M B Pierce Sheriff } Whereas the President Directors
 To } Deed } & Company of the State Bank of
 James Campbell } Illinois did at the June term
 of A.D. 1842 of the Circuit Court for the County of
 Jo Daviess & State of Illinois recover a judgment ag-
 ainst Thomas Clark Reuben W Brush & Abraham
 Hathaway for the sum of Four hundred and thirty
 six $\frac{42}{100}$ Dollars and costs of suit upon which judg-
 ment and Execution (pluribus) was issued dated
 on the 2nd day of February A.D. 1848 directed to the
 Sheriff of said County to Execute and by virtue
 of said execution the ^{said} Sheriff levied upon the lan-
 ds hereinafter described also the President Directors

& Company of the State Bank of Illinois did at the
 October term of AD 1842 of the Circuit Court for the
 County of Jo Daviess & State of Illinois receive a judg-
 ment against Reuben W. Brush & Henry W. Mi-
 ller for the sum of One hundred and four ⁵⁰/₁₀₀ Dollars
 costs of suit upon which judgment and execution
 alias was issued dated on the 2nd day of February
 AD 1848 to execute and by virtue of said exe-
 cution the said Sheriff levied upon the Lands
 hereinafter described and the same were struck
 off and sold to James Campbell he being the highest
 and best bidder therefor and the time and place of
 the sale thereof having been duly advertised according
 to law Now therefore Know all by this deed that I
 Marshall Pierce Sheriff of said County of Jo Daviess
 and State of Illinois in consideration of the premises
 have granted bargained and sold and do hereby con-
 vey to the said James Campbell his heirs and assigns
 the following described tract of land to wit
 all the right title and interest of said Reuben W.
 Brush in and to Lot Number Forty five on Bench
 Street fronting on said Bench Street fifty feet and
 running back two hundred and seventeen ²/₃ feet
 to Prospect ^{street} together with all the appurtenances thereto
 belonging situated lying and being in the city of
 Galena County and State aforesaid to have and to
 hold the said described premises with all the appur-
 tenances thereto belonging to the said James Campbell
 his heirs and assigns forever Witness my hand
 and Seal this seventeenth day of August in the year
 of Our Lord one thousand Eight hundred and forty nine
 at my office in Galena

M. P. Pierce Sheriff of Jo Daviess Co. Ill. Seal
 [Signature]

State of Illinois }
 Jo Duwarp County } I William H Bradley Clerk of
 the Circuit Court in and for said County do certify
 that Marshall B Pierce who is personally known to me
 to be the identical person whose name appears to
 the foregoing deed of conveyance appeared before me
 this day in person and acknowledged that he had
 executed the same freely and voluntarily & for the uses
 and purposes therein expressed

In testimony whereof I hereunto set my
 seal & name and the seal of said Court at my office
 in Galena this 17th August 1849

Attest Wm H Bradley's Clerk
 Recorded August 17 A.D. 1849 at 10 o'clock P.M.
 Wm H. Bradley Clerk Circuit Court
 By W. Lady, Deputy

Also the judgment of Bank vs Brush & Hathaway
 with the papers and executions appertaining
 to said case, of the 1st of July A.D. 1844 all of which
 judgment & papers are in the words as figures follo-
 wing to wit

The President directors and Company }
 of the State Bank of Illinois } Case
 vs }
 Reuben W. Brush & Abraham Hathaway } plaintiffs by their
 Attorney and the defendants being three times soli-
 mly called came not but made default & it
 is thereupon considered by the Court on motion of the
 plaintiffs by their Attorney that the plaintiffs have and
 recover of the defendant their damages but, those da-
 mages are not certainly known and it appearing to
 the Court that this action is founded upon a promissory
 note for the payment of money only it is ordered

It is ordered by the court that the Clerk assess the same
 And the Clerk having reported the sum of one thousand
 and thirty eight Dollars and ninety eight cents
 which report is approved by the court. It is thereup-
 on considered by the court that the plaintiffs have
 and recover of the defendants the said sum of
 One Thousand and thirty eight Dollars and ninety
 eight cents so as aforesaid reported by the Clerk
 together with their costs by them about their suit
 in this behalf expended and that they ^{have} execution
 therefor

State of Illinois }
 In and for }
 St. Charles County } Set

In the Circuit Court
 To June Term 1844

1st Court The President Directors and Company of the
 State Bank of Illinois as plaintiffs in this suit by the
 their Attorney complain of Reuben W. Brush & Abraham
 Hathaway defendants in a plea of trespass on the case
 upon promises. For that whereas the said defend-
 ants heretofore to wit on the 9th day of August in the year
 of our Lord one thousand eight hundred and forty two at
 the County and State aforesaid made their certain promissory note in
 writing bearing date a day and year therein mentioned to wit the day
 and year aforesaid and thereby then and there promised to pay
 four months after the date thereof to the President Directors and
 Company of the State Bank of Illinois at their office of discount and
 deposit Nine hundred and fifty Dollars without defalcation or disco-
 unt for value received and then and there delivered said promissory
 note to the said plaintiffs By means whereof and by force of the Sta-
 tute in such case made and provided the said defendants then

Declaration

and then became liable to pay to the said plaintiffs the said sum
 of money in the said promissory note specified according
 to the tenor, and effect of the said promissory note and be-
 ing so liable the said defendants in consideration there-
 of afterwards to wit on the day and year aforesaid
 at the County and State aforesaid undertook and
 then and there faithfully promised the said plaintiff
 to pay them the said sum of money in the said prom-
 -issory note specified according to the tenor and effe-
 ct thereof, 2nd Count, and whereas also the said de-
 fendants afterwards, to wit, on the first day of July
 in the year of our Lord one thousand eight hundred
 and forty three, at the County and State aforesaid were
 indebted to the said plaintiffs in the further sum of \$950,
 lawful money of the United States, for money by the
 said plaintiffs before that time lent and advanced to,
 and paid, laid out and expended for the said defend-
 ants and at their like special instance and request,
 and also in the further sum of \$950, of like lawful mo-
 ney for other money by the said defendants before that
 time had and received, to and for the use of the said
 plaintiff and also for that the said defendants ac-
 counted with the said plaintiff of and concerning
 divers other sums of money from the said defendants to the
 said plaintiffs before that time due and owing and then ⁱⁿ arrears &
 unpaid and upon such accounting the said defendants were then
 and there found to be in arrears and indebted to the said plain-
 tiffs in the further sum of \$950 of like lawful money and being
 so indebted the said defendants in consideration

thereof Afterwards to wit on the day and year last aforesaid at the County and State aforesaid undertook and then and then promised the said plaintiffs to pay them the said several sums of money in this Court mentioned when they the said defendants should be thereunto afterwards requested.

Breach and yet the said defendant not regarding his several promises and undertakings not as yet paid the ^{said} several sums of money or any or either of them or any part thereof to the said plaintiff although often requested so to do but the said defendants to pay them the same have hitherto wholly neglected and refused and still do neglect and refuse to the damage of said plaintiffs of \$1500, and therefore they sue &c
J M Douglass Atty for Plaintiffs

Copy of the notes sued on
\$950, Galena August 9th 1842. Four months after date we the subscribers the first as principal and the other as security promise to pay to the President Directors and Company of the State Bank of Illinois at their office of discount and deposits in Galena Nine hundred and fifty Dollars for value received without deduction or discount.
Signed R W Brush
A Hawthornay

The President Directors
and Company of the State
Bank of Illinois
vs

Plaintiffs on the case upon
promises Amount \$1500

Reuben W Brush
and Abraham Hawthornay

To the ^{clerk of the} Clerk of St David County Illinois
Let a summons issue in the
above entitled cause returnable to the
June term A D 1844 of said Court

Endorsed

Filed May 31st 1844

W H Bradley Clerk
By Wm B. Botwinck Lifer

State of Illinois }
 Jo Daviess County } Set
 The People of the State of Illinois
 To the Sheriff of Jo Daviess County Greeting

We command you to summon Reuben W. Brush & Abraham Hathaway to appear before the Circuit Court of Jo Daviess County at the next term to be holden at Galena on the 2nd Monday of June next to answer the President Directors & Company of the State Bank of Illinois in a plea of Trespass on the Case upon promises damages of five hundred dollars and have you then and there this writ.

Seal

Witness Wm H Bradley Clerk of the Circuit Court of Jo Daviess County at Galena Illinois this 31st day of May A.D. 1844

Attest Wm H Bradley Clerk
 for Wm C Postwick Deputy

Return

Served the within Summons this 31st day of May A.D. 1844 by reading the same to the within named Reuben W. Brush and Abraham Hathaway.

A. Young Sheriff

By W. P. Willard Deputy Sheriff

Execution

State of Illinois }
 County of Jo Daviess } Set
 The People of the State of Illinois
 To the Sheriff of the County of Jo Daviess Greeting
 We command you, That of the goods Chattels Lands and tenements of Reuben W. Brush & Abraham Hathaway you cause to be made the sum of One thousand and thirty eight dollars and ninety Eight cents, damages and six dollars and sixty Eight cents costs which the President Directors & Company of State Bank Illinois lately recovered against them in the Circuit Court of said County as appears of record and this you are to

to omit under the penalty of what the law prescribes
And have these moneys at the Clerk's Office of said
Court at Calene within ninety days from the date he-
reof and also this writ

(Signature)

Witness William A. Bradley Clerk of the Circuit
Court of Jo Daviess County Illinois at Calene this
10th day of July A.D. 1844

Attest W. A. Bradley Clerk

By Wm. Bostwick Depy Clerk

The Sheriff will collect interest on the above from July 1st
A.D. 1844

W. A. Bradley, Clerk

By Wm. Bostwick depy

Received this Execution for collection this 1st day
of July in the year of Our Lord One thousand eight
hundred and forty four at the hour of 9 O'clock A.M.

A. Young Sheriff J. D. R.

By W. A. Bradley Depy

Returned this 8th day of Oct 1844 not satisfied
by order of Plaintiff's Attorney

Alex Young Sheriff

State of Illinois

County of Jo. Daviess

To The People of the State of Illinois

To the Sheriff of the County of Sangamon Greeting

We Command you

That of the goods chattels lands and ten-
ements of Reuben W. Bush and Abraham Hathaway you
cause to be made the sum of One thousand and thirty eight
dollars and ninety eight cents damages and Eight dollars
and forty three cents costs which the President, Directors
& Company of the State Bank of Illinois lately recovered
against them in the Circuit Court of Jo Daviess County as
appears of record, and this you are not to omit under
the penalty of what the law prescribes and have these

moneys at the Clerks Office of said Court at Galena
within ninety days from the date hereof and also this writ

(Circular stamp)
Clerk of the Circuit Court of Jo Davis County Illinois at Galena this
11th day of September A.D. 1844
Attest W. H. Bradley, Clerk

Witness William H. Bradley Clerk of the Circuit
Court of Jo Davis County Illinois at Galena this
11th day of September A.D. 1844
Attest W. H. Bradley, Clerk

for Wm. C. Bestwick depy

The Sheriff will collect interest on the above from July 1st,
A.D. 1844

W. H. Bradley, Clerk

for Wm. C. Bestwick depy

Received this execution for collection this 16th day of Sep-
tember in the year of our Lord One thousand eight hundred &
forty four at the hour of Nine O'clock in the Morning

Wm. Harvey Sheriff of Sangamon Co Ill

for Charles Arnold D

Levy made this 16th day of September 1844 on the following
described Real Estate as the property of Abraham Hathaway, to wit.

The E¹/₂ NW¹/₄ of Section 19 Town 17 N R 4 West containing 80 acres

" NW¹/₂ NE¹/₄ do 19 S 17 N R 4 West do 80 do

" NW¹/₂ NE¹/₄ do 20 S 17 N R 4 West do 80 do

" NW¹/₂ NW¹/₄ do 20 S 17 N R 4 West do 80 do

" E¹/₂ NW¹/₄ do 20 S 17 N R 4 West do 80 do

Dated at my office in Springfield Sang County Ill Wm. Harvey Sheriff of Sang Co

this 16th day of September 1844, Attest 3 By Charles Arnold, D. C.

State of Illinois

Sangamon County Springfield Oct 7th 1844. Offered the land
levied upon to satisfy this execution at Sheriff's sale at
my office door and the same was struck off to Joseph B &
Jacob, L. Loan \$1405.00 - 1055.78 of which was in Bank Certificates
\$349.22 in Cash the amount of debt interest and cost \$1106.31¹/₂
Balance \$298.²³/₄ in my hand subject to the defendant Hathaway
demand the exm is receipted by the Bank for debt & interest & \$8.43 cost

W. Harvey Sheriff Ill

(112)

Oct 8th 1844 Received on this Execution One
thousand fifty five Dollars $\frac{44}{100}$ the amount of debt & Interest
also eight Dollars $\frac{44}{100}$ costs

Certificate \$1055.93
Cash 8.43 3/4
\$1064.21 3/4

Wm Ridgely Cashier

(Sheriff advertisements)

Sheriff's Sale

By virtue of an Execution to me directed from the
Clerk of the Circuit Court of St. Davis County I shall offer
at Public Sale at my office in Springfield on the
7th day of October next 1844 between the hours of 9 o'clock A.M.
and Sunset of the said day the following described Real

Estate The E¹/₂ NW¹/₄ of section 19 T 17 R 4 West containing 80 acres

" W¹/₂ NE¹/₄ do 19 T 17 R 4 West do 80 do

" W¹/₂ NE¹/₄ do 20 T 17 R 4 West do 80 do

" W¹/₂ NW¹/₄ do 20 T 17 R 4 West do 80 do

" E¹/₂ NW¹/₄ do 20 T 17 R 4 West do 80 do

Levied on as the property of Abraham Hathaway to
satisfy said Execution in favour of the President
Directors and Company of the State Bank of Illinois
Springfield, ^{Illinois} September 16th 1844

Wm Harvey Sheriff St

By Charles Arnold D.S.

This to^{be} a certificate of the evidence for the benefit of
both parties Given under my hand & Seal

Benj R Sheldon Seal

Endorsed Filed Dec 20th 1852
~~And afterwards to wit on the 13 day of~~ Wm R Bradley Clerk

And afterwards to wit on the 13th day of January
A.D. 1853 the said defendant Campbell filed in the
Clerks Office of said Court a certain Writing ob-
ligatory Commonly called an appeal Bond which
is in the words and figures following to wit

I know all men by these presents that we James Campbell and Thomas Foster the former of Sangamon & the latter of Jo Davieps County Illinois are held and firmly bound unto James Carter also of Jo Davieps County Illinois in the penal sum of Two hundred dollars current money of the United States for the payment of which well and truly to be made we bind ourselves our heirs executors and Administrators jointly severally and firmly by these presents witness our hands and seals this twelfth day of January A.D. 1853

The condition of the above obligation is such that whereas the said James Carter did on the 20th day of December A.D. 1852 in the Circuit Court for said Jo Davieps County, obtained among other matters a decree against the above bounden ^{James Campbell}, impleaded with Reuben W. Bush, Abram H. Hathaway, Henry W. Waller, Thos. Black, John Calhoun, Wm. Manley & M. Ridgely Smetas - for the sum of Twelve Dollars and sixty three cents costs from which said decree of the said Circuit Court the said James Campbell has prayed for and obtained an Appeal to the Supreme Court of said State Now if the said James Campbell shall duly prosecute his said appeal with effect and shall moreover pay the amount of the judgment costs interest and damages rendered and to be rendered against him in case the said judgment or decree shall be affirmed in the said Supreme Court then the above obligation to be void otherwise to remain in full force and virtue

Taken and entered into
before me this 13^d day of
January A.D. 1853
Wm. C. Bradley Clerk

James Campbell
Th. Foster



Endorsed Filed June 13th 1853

Wm H Bradley Clerk

State of Illinois

County of Carroll

I William H Bradley
Clerk of the Circuit Court in and for said
County, do hereby certify that the foregoing
transcript contains a true full and correct
copy from the record & files of my office of
all the proceedings which were had in said
Circuit Court in the aforesaid Case of James
Cartel Complainant against the said James
Campbell, Reuben W Bush, Abraham Watts-
away, Henry W Miller, and Wm Manley
H H Ridgely & John Calhoun Trustees & def-
endants, as the same now remain in my
Office.

In testimony whereof I have
hereunto set my hand and affixed
the Seal of said Court at my

Office in Galena in said County,
this 27th day of May AD 1853

Attest William H Bradley Clerk

Fee for This Record

34890 words

\$34.89

Cutback Seal

38

\$35.24

24

James Campbell

vs

James Baxter

Receit

51

12114

Filed June 13. 1853.
F. Veland Esq.

James

1853