

12176

No. _____

Supreme Court of Illinois

Reed, et al

vs.

^m
Kemp

71641  7

66
J. G. Reed et al.
vs
E. D. Kemp

1855

12176

On page 16 — begins the record of
the proceedings of the Court at the
Oct Term 1853 — and following
that head as such — is found
Oct 15. 1853

1st - Atkinson filed his amended
answer (page 17) and continues to page
27 of the record —

The record then proceeds
without stating ~~any~~ the date again
"Now comes" Reed and "files his crop
bill" and that is set out and runs
to page 32 —

On that page (32) the record
~~further recites~~ without further stating
the date — ~~the record~~ proceeds

Now comes Atkinson & files his
crop bill and that is set out & runs
to page 37 — —

On that page is the Caption of
proceedings of Jan Term 1854 —
& then follows without further ~~repetition~~
repetition of date the whole of the proceedings
of that term — As we understand the
record — The caption on the 16th page
covers all the proceedings to the end of
page 37 —

Than on page 68 - Oct 13 - 1854 - title

Kemp

vs

Reed, Atkinson & Mining Co -

Now come dependants by their solicitors and on motion plaintiff is ruled to file his answer to said dependants bill filed herein in 20 days - And it is further ordered that dependants file their replication to said answer in four days there after -

Now we say that altho this order speaks only of one bill & one answer it must be taken to embrace both bills & answers thereto - for the reason - that there was no cross bill filed jointly by the dependants to answer - nor was there any answer to which a joint replication was to be filed - It is mere the Clerks blundering manner & not noticing the difference between separate bills by the dependants - and a joint bill by them

At all events I would be glad to know how Counsel discover that that rule related to Reed's bill and not to Atkinson's & bill - The allegation that they are alike is not correct -

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5. Motion for leave to file supplemental bill
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33. Cross Bill of Charles Atkinson
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78. Certificate of Clerk
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109. " " David C. Stevens —
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118. Agreement between Reed & Atkinson —
121. Affidavit of John Howard —
122. Agreement of Peters that above affidavit may be read in evidence
122. ~~Deed~~ Deed from Reed & wife to Atkinson
123. Deed from Atkinson & wife to Sheffield & Co —
129. Agreement between Peters et al & Grant & et al. in regard to reading affidavits &c
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John G. Reed

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Edward S. Kemp

Index to Reed

(1)

State of Illinois Bureau County ss.

Edward D Hempf } Bureau Circuit Court

vs

January Term A.D. 1853

John G Reed }

Bill in Chancery for Specific
Performance.

Be it Remembered that Edward D Hempf
Complainant in the above Entitled Cause came by
Milton J. Peters his Solicitor on the date following to
wit. December 23^d A.D. 1852. and filed his Specific
for Subpoena in Chancery against John G Reed respondent
in this Cause in the words and figures following to wit.
State of Illinois Bureau County ss.

Edward D Hempf }

Circuit Court January Term 1853

vs

Bill in Chancery for

John G Reed }

Specific performance

The clerk will please issue a summons
in Chancery corresponding with the above

Dec 22^d 1852

Milton J Peters

Filed Dec 23 1852 }

Sol for Complt

I W Olds Depty clk }

On The Same date To wit December 23
1852 Summons in Chancery Issued against John G. Reed. in the
words and figures following to wit.

State of Illinois }

The People of the State of Illinois

Bureau County }

To the Sheriff of Bureau County Greeting

We Command you to Summon John G. Reed
if he shall be found in your County, to be and appear

before our Circuit Court for said County, on the first day of the next Term thereof, to be held in the Town of Princeton, on the second Monday of January next, to answer to a certain Bill of Complaint filed in our said Circuit Court on the Chancery Side thereof against him by Edward W. Hoemp, and further to do and Receive whatever our said Court shall then and there Consider in that behalf and this You shall in no wise omit. Hereof fail not and make due return of this writ with an endorsement of the manner in which you execute the same.

Witness Edward W. Fisher clerk of our said Court, and the Seal thereof at Princeton
This 23 day of December in the year of our Lord
One thousand Eight hundred and fifty Two

Edward W. Fisher Clerk

By J. H. Olds Deputy

Copy of Sheriffs Return on the back of said Summons
Served the within writ by leaving a certified copy with a
person at his Residence over the age of ten Years on the
30th day of December A.D. 1852 on the within John G. Reed,

Serving	50
17 miles	85
Return	<u>16</u>
	\$ 1.45

Osburn Smith Sheriff

By J. T. Thomson Deputy

On the 23^d day of December A.D. 1852 the
complainant Edward W. Hoemp by Morton J. Peters his
Solicitor comes and files his bill in this Cause in the
words and figures following to wit.

State of Illinois	≡	Circuit Court
Bureau County	≡	January Term 1853.

(9)

To the Hon^{ble} Edwin S. Seland Circuit Judge of
The 9th Judicial Circuit in Chancery Sitting.

Your Orator Edward W. Hemp. of the County aforesaid
Represents unto your honor. that John G Reed, of the same
place. (Whom your prays may be made party
defendant to this Bill) had before the 12th July A.D.
1851 entered at the United States Land office at Denver
Mo. The premises hereinafter mentioned, and that said
defendant being desirous of selling the same to your Orator
Entered into a written Memorandum or agreement for the
Sale of the same to your Orator. for the Consideration therein
mentioned. Which was paid to said Defendant by your
Orator which said instrument is as follows.

Know all men by these presents that J. G. Reed, for
and in consideration of the sum of Sixty five dollars, to
me in hand paid by Ed. W. Hemp. I do bind myself my
heirs and administrators by these presents unto Edward
W. Hemp his heirs or assigns or administrators in the
penal sum of five Hundred Dollars. to make and
deliver unto said Hemp a good & sufficient deed of
the East half of the South West Quarter of Section Twenty
four Township 16 North & East in Bureau County Ills.
as soon as the deed can be obtained from the general
Land office as witness my hand this 12th July 12th
of J. G. Reed 1851

Signed

"J. G. Reed"

and your Orator Represents unto your honor that the
patent or deed for said premises. could long since have

been obtained from the General Land Office, and was in fact so obtained, and the Said Deft. was seized in fee simple of Said premises and has been so for a long time past.

But the Said Defendant has always and does still neglect and Refuse to Comply with his Said agreement, and refuses to make your orator a deed for the premises as above Stipulated, although often Requested to do so by your Orator.

also your Orator Represents unto your Honor, That on the 20th day of December A.D. 1852. your Orator by his agent, attempted to serve a written notice or demand on the Said Deft for a deed for the premises. Yet the Said Defendant then and there Refused to receive the Same or make a deed, also your Orator by his attorney at the County aforesaid, on the 22^d day of December A.D. 1852, again demanded a deed for the premises, which the Said Defendant then and there Refused to make as he had agreed as aforesaid.

all of which is contrary to Equity and good Conscience. Your Orator Therefore asks that process in Chancery be issued to Said Defendant and that he may be required to answer the matters aforesaid but not under Oath. The Same being expressly waived by your Orator, and that on final hearing Said Defendant may be decreed to perform his said agreement, and that Said Defendant may be decreed to convey unto your Orator all his right title and claim in Said premises with General covenants of warranty, and to Grant unto your Orator such other and further relief as Equity and good Conscience may require and your petitioner will ever pray &c.

Milton J. Peters

Sol for Compt.

(5)
Filed before the Honorable Edwin S. Leland

2

Judge of the Ninth Judicial Circuit of the Circuit Court
of the State of Illinois. at the January Term of Said Circuit
Court. in and for the County of Bureau begun and held
at the Court House in Princeton on Monday the tenth
day of January in the Year of our Lord One Thousand
Eight Hundred and fifty three

Present Hon^{ble} Edwin S. Leland Judge

January 12th 1853

Edward D. Kemp

vs

Bill

John G. Reed and
Charles Atkinson

Now Comes the Complainant by Peter
his Solicitor and enters his motion for leave to file
a Supplemental bill herein

January 14 1853

Edward D. Kemp

vs

John G. Reed and
Charles Atkinson

Now Come the parties aforesaid by their
Solicitors aforesaid and the Court considers that said Complain-
ant's motion be sustained and that he have leave to amend
his said bill on payment of the Costs of the Continuance
of this Cause

(6)

On the 15th day of January A.D. 1853 the Complainant
E. W. Hemp By M. T. Peters his Solicitor filed his amended
Bill herein in the words and figures following To wit.

State of Illinois Circuit Court
Bureau County January Term 1853

To the Hon^{ble} Edwin S. Leland Circuit Judge
of the 9th Judicial Circuit in Chancery Sitting.

Your Orator Edward W. Hemp of the County aforesaid
would respectfully represent unto your honor that (John
A. Reed, of the same place (whom your Orator prays
may be made party defendant to this bill) had
previous to the 12th July A.D. 1851. entered at the United
States Land office at Wisconsin the premises herein
after mentioned, and that said Defendant being
desirous of selling the same to your Orator, entered into a
written Memorandum or agreement, for the sale of the
same to your Orator for the consideration therein mentioned
which was then and there paid to said Defendant
by your Orator, and which instrument is as follows viz.
"Know all men by these presents that I for and in Consider
ation of the sum of Sixty five dollars to me in hand paid
by E. W. Hemp. I do bind myself my heirs and administrators
by these presents unto Edward W. Hemp, his heirs or assigns
or administrators in the penal sum of five hundred dollars
to make and deliver unto said Hemp, a good & sufficient
deed of the East half of the South west Quarter of Section
Twenty four Township 16 North 6 East in Bureau County
Ills as soon as the deed can be obtained from the

(7)
General Land Office, as Witness my hand This 12th July
1851 Signed "J. G. Reed"

J. G. Reed

And Your Orator represents unto you know that the patent or deed for said premises could long since have been Obtained from the General Land Office and was in fact long since so Obtained, and the said Defendant was long since seized in fee Simple of said premises & had received the Deed aforesaid. Yet the said defendant always has and does still neglect and refuse to comply with his said agreement, and has refused and still refuses to make your Orator a deed for the premises as above stipulated although often Requested so to do by your Orator, also your Orator further Represents that on the 20th day of December AD 1852, he by his agent attempted to serve a written notice or demand on said defendant for a deed for said premises. Yet the said defendant then and there refused to receive the same or make a deed. Also your Orator by his attorney on the 22^d day of December 1852 at the County aforesaid again demanded a deed for the premises which the said Defendant then and there refused to make as he had agreed as aforesaid, all of which is contrary to Equity and good Conscience. Your Orator further Represents that the aforesaid agreement was duly Recorded in the Recorders Office of Bureau County aforesaid on the 7th day of July 1852, and that afterwards on or about the 23^d day of July 1852 the said defendant conveyed the above premises to one Charles Atkinson of

of Rock Island Co Ills. (whom Your Orator prays may also be made party defendant to this bill) and the deed or conveyance aforesaid was duly Recorded in the recorder's office in Bureau County Ills on or about the 8th day of October 1852. Your Orator expressly charges that said Atkinson had notice of Your Orators Equitable right aforesaid, at and before the time of said Conveyance. Your Orator therefore asks that process in chancery be issued to said defendants and that they may be required to answer the matters aforesaid. but your Orator expressly waives the answer of said Reed being under Oath. and that in final hearing the said Defendant Reed be decreed Specifically to perform his said agreement. and that the said Conveyance to said Atkinson. be cancelled and annulled. and he be divested of title to said premises and that said defendants may be decreed to convey unto Your Orator all their right title interest and claim to the premises aforesaid in law or equity. with covenants of Warranty. and to Grant Your Orator such other and further relief as Equity may require &c.

Filed Jan'y 15th 1853
Ed. W. Fisher
clerk

Milton J. Peters
atty for Plff.

And afterward to wit on the 15th day of March 1852 the Complainant by Mr J. Peters his solicitor filed his Precipe herein in the words and figures following.

Edward W. Kemp

Bill in
Chancery

John G. Reed & Chas Atkinson

Issue a Summons in the above cause to Chas Atkinson
alone Reed having been previously served

March 15th 1853

Melton T. Peters atty for Jeff

Filed March 15th 1853

Ed. Mc Fisher CLK

And on the Same date to wit
March 15th 1853 Summons Issued to Defendant
Atkinson in the words and figures following to wit.
State of Illinois } The People of The State of Illinois
Bureau County } To the Sheriff of Bureau County Greeting.

We Command you to Summon Charles Atkinson
if he shall be found in your County to be and appear
before our Circuit Court for said County on the first
day of the next term thereof to be held in the Town of
Pinceton on the fourth Monday of March Inst. to answer
to a certain bill of Complaint filed in our said
Circuit Court on the Chancery Side thereof against him
by Edward W. Kemp. and further to do and receive
whatsoever our said Court shall then and there consider
in that behalf. and this you shall you shall in no wise
omit. hereof fail not. and make due return of this
with an endorsement of the manner in which you execute
the same.

Ed

Witness Edwin Mc Fisher Clerk of our
said Court and the Seal thereof at Princeton
this 15th day of March in the Year of our
Lord one thousand Eight Hundred and
fifty three Ed. Mc Fisher

CLK

(10)

Copy of Sheriffs Return on the foregoing writ
I have executed the within writ by delivering a true and
certified copy of the same to within named Charles Atkinson
This 15th day of March A.D. 1853

Osmyn Smith Sheriff

Bureau County

17 mls to 85-
service 00
return 10
1.45

Pleas before The Hon^{ble} Edwin S. Leland Judge
of the ninth judicial circuit of the State of Illinois. at the
March Term of said Court in and for the County of Bureau
begun and held at the Court House in Princeton in said
County on Monday the Twenty Eighth day of March in the
Year of our Lord one thousand eight hundred and fifty three
in Chancery sitting Present E. S. Leland Judge

E. M. Fisher Clerk

Osmyn Smith Sheriff.

Wednesday March 30 1853

Edward S. Hemp

vs

Bill

John G. Reed and Charles Atkinson

Now Comes the Complainant by Peters his Solicitor
and on his motion it is considered by the Court that said
defendants be Ruled to file their answer to said Com-
plainants bill filed herein by Saturday noon

Saturday April 2^d 1853

This day the said Respondent Charles Atkinson comes
by Wickey his Solicitor and files his answer to said complain-
ants bill in the words and figures following to wit.

State of Illinois

(11)

Bureau County & Circuit Court thereof at The March

Term thereof A.D. 1853.

Edward D. Hemp

vs

Bill in Chancery.

John G. Reed & Charles Atkinson

The Separate answer of Charles Atkinson one of said defendants to the amended bill of Complaint filed in said Cause by said Complainant. The said Charles Atkinson saving and reserving all benefit of Exception to the manifold errors and insufficiencies of Bill of Complaint, for answer thereto or to so much thereof as he is advised is material to be answered unto, answering saith — That it is true as Respondent is informed and believes that John G. Reed his Co defendant did enter the land mentioned in said bill previous to the 12th day of July A.D. 1851, as stated in said Bill. — Respondent further answering denies that his Co defendant The said John G. Reed, entered into the written agreement or memorandum for the sale of said land to said Complainant as stated and set out in said Bill. This Respondent further answering says that he is informed and believes and therefore admits that the said John G. Reed had before the filing of said bill of Complaint received a patent for said lands from the United States Government, and had prior to the filing of said Bill been seized in fee of said land —

And Respondent further answering admits that the

Said defendant John G. Reed did on or about the 23rd day of July AD 1852. Convey Said lands to this Respondent as charged in said Bill. and that the said Conveyance was Recorded as charged in said Bill. —

And this Respondent further answering denies that he had notice of said Complainants pretended Equitable rights to said lands. before the time of said conveyance by said John G. Reed to Respondent. and Respondent denies that said Complainant had any such Equitable rights as charged in said Bill.

Respondent Charges that long before the time of said conveyance from the said John G. Reed to Respondent. and long before the time that memorandum or agreement of Complainants was placed upon record as stated in said Bill and when there was no record of any memorandum or agreement in relation to the Sale of said land by said Reed to said Complainant. To wit on or about the first day of June AD 1852 Respondent purchased from the said John G. Reed a large number of tracts of land and among them the tract of land described in Complainants bill and that he paid the said John G. Reed a large portion of the purchase money on said lands that is to say about the sum of dollars and promised to pay him the balance of said purchase money on the day of July AD 1852 and on the said purchase. the said John G. Reed Executed and delivered to Respondent a title Bond or bond for a deed for said lands. Conditioned for the conveyance of said lands to this

Respondent by Said Deed upon certain terms therein mentioned. which Said title bond was dated executed and delivered to this Respondent by the Said Deed, on or about the first day of June AD 1852. a copy of which bond will be hereafter filed and marked "A." and which when so filed respondent asks may be taken and deemed a part of this answer. — and this Respondent alleges that he made the Said purchase from the Said Deed and paid Said money and took Said Bond in good faith without any notice either actual or constructive of the pretended Equity of Said Complainant in the premises and that he afterwards about the day of the date of Said Deed of Conveyance paid to the Said Deed the balance of the purchase money on Said tracts of land, and received from Said Deed the Conveyance thereof aforesaid, in good faith and without notice either actual or constructive of Said Complainant's pretended Equity in the premises

And Respondent denies that any matter or thing in Said Bill alleged, which is not admitted in this answer, is true — and having answered fully prays to be discharged with his reasonable costs, &c.

Wickey & Wallace

Charles Atkinson

Sols for Respondent

Filed April 2^d 1853

Ed. M. Fisher clk

This day the said Respondent John G. Reed comes by Wickey his Solicitor and files his answer to Said Complainant's bill in the words and figures following to wit.

State of Illinois Bureau County, and Circuit Court
 Shuey at The March Term AD 1853.

Edward H. Hemp

vs

Bill in Chancery.

John G. Reed and

Charles A. Pinson

Answer of John G. Reed defendant to
 the amended bill of Complaint of said Complainant
 Edward H. Hemp filed in the above entitled Cause -

The said John G. Reed, not waiving any of the
 uncertainties - imperfections and errors of the aforesaid
 bill of Complaint, for answer to so much of said
 bill of Complaint, as he is advised that he is bound to
 answer - answering Says - that it is not true as alleged
 in said bill that he entered into the written agreement
 as set out in said bill - that it is true that there
 was a negotiation between said Hemp and this
 Respondent about the sale and purchase of a parcel
 of land - but said Respondent charges and alleges that
 afterwards the said Complainant willfully and unlaw-
 fully and fraudulently - altered a memorandum of said
 agreement - made at that time by interlining (without
 the consent of this Respondent) the words "J. G. Reed"
 in the body of said memorandum - and Respondent
 charges that said memorandum - of agreement was
 thereby made void Respondent denies that said Hemp
 ever paid him for said land as he has alleged in
 said Bill of Complaint. - that it is true that

(15)

Sometime in July 1852 Said Respondent did convey to said Charles Atkinson said land in said Bill of Complaint described Respondent further answering says - that Sometime about the first of June AD 1852. This Respondent sold said land to said Charles Atkinson - and Received from said Atkinson a part of the purchase money and gave said Atkinson a bond for a deed for the same and afterwards conveyed the same in pursuance of said sale and bond - Respondent further answering denies that any matter or thing in said bill of Complaint not herein admitted, is true and having answered fully respondents prays to be discharged with his reasonable costs.

John G. Reed

Wickey and Wallace
of Counsel for Said Respondent
Filed April 2^d 1853 Ed. McFisher

OK

On the 5th day of April AD 1853 Came the complaint against Edward H. Kemp by Mr. J. Peters his solicitor and files his Replication to the answers of the said defendant herein in the words and figures following to wit, Edward H. Kemp -

Mr.	Bill in Chancery
John G. Reed &	
Charles Atkinson	

The Replication of Edward H. Kemp to the answers of the said defendant - This Replicant saving and Reserving to himself all and all manner of

Saturday October 18-1853

5

Edward W. Kemp

vs

Bill

John G Reed and
Charles Atkinson

Now comes the said Defendant Charles Atkinson by Wickey his Solicitor and files amended answer herein in the words and figures following To wit.

State of Maine, Bureau County & Circuit Court thereof

October Term 1853. In Chancery.

The amended answer of Charles Atkinson to the bill of Complaint of Edward W Kemp exhibited in said Court against John G Reed, and said Respondent the said Respondent answering says that he has been informed and believes it to be true that John G Reed did enter the land mentioned in said bill of Complaint previous to the 12th day of July A.D 1851. as stated in said bill of Complaint and that Respondent has been informed and believes it to be true that said John G. Reed did enter into a written agreement with Complainant about that time touching the land aforesaid. but whether the same is correctly set out in said bill of Complaint. respondent does not know and cannot answer but calls for proof— Respondent admits that said John G Reed has since obtained a patent granting said land to him from the United States government. — Respondent has been informed and admits that said Reed Refuses to Convey said land to Complainant. — Respondent denies that said Reed

or memorandum was filed for Record on the 7th day of July AD 1852, as alleged in said Bill of Complaint.

Respondent further answering says that it is true that on or about the 23^d day of July AD 1852, said John G Reed conveyed said land to this Respondent by deed, and that said deed from said Reed to this Respondent was duly recorded in the records office on or about the 8th day of October AD 1852 - Respondent further answering says, that on or about the 24th day of May AD 1852, and long before the time of receiving said deed by Respondent from said Reed - this Respondent purchased from said John G Reed a large quantity of land (including the land mentioned in complainant's bill for the agreed price of Ten Thousand Dollars - to be paid according to the terms of a certain title bond (a copy of which is hereto attached and marked A) and made a part of this answer and received from said John G. Reed the said title Bond - for a valuable consideration - That afterwards and about the 13th day of July AD 1852, Respondent paid to said John G Reed the sum of One Hundred Dollars - and took from said Reed a receipt for said money, and a stipulation in writing enclosed on the back of said Bond, and signed by said Reed - That said Reed would extend the time for the payment of the remaining balance of Thirty two Hundred and thirty three dollars ten days from and after the sixty days (mentioned in said bond) if such extension should be wanted by said respondent - and afterwards

when said deed from said Reed to Respondent was executed - Respondent paid to said Reed the residue of Thirty Three Hundred and thirty three dollars (being the payment to be made in sixty days as set forth in said bond marked A.) and executed to said John G Reed - five several promissory notes for the balance of said agreed price of \$10,000.00 - in instalments according to the tenor of said bond marked A. and hereto attached -

Respondent further answering says that at the time of receiving said from said Reed, he was wholly ignorant of the existence of any agreement between said Complainant and said Reed touching said land, and had no notice thereof on the contrary says that he made said purchase in good faith - and without the slightest suspicion that complainant had any claim whatsoever to any interest either legal or Equitable - Further answering he says that at the time he received said title bond from said John G. Reed - there was no record in the Records office of Bureau County of any memorandum or bond or agreement in relation to the sale or conveyance of said land mentioned in said Bill of Complaint, by said John G Reed to Complainant, and Respondent never heard of the existence of any such agreement, until long after the payment of said thirty three hundred and thirty three dollars by Respondent to said Reed, as above set forth and Respondent thinks sometime in December A.D. 1852, and affiant was then informed that it was only a security for a loan of a small amount of money by complainant

to said John G Reed - and this Respondent further answering says that he is informed and so charges the fact to be that said agreement in writing between said John G Reed and said Edward W Kemp was intended by the parties as a security for the payment of said sum of sixty five dollars which sum was far below the value of the property at the time - Respondent further answering says that sometime about the first day of January 1853 he sold to the Sheffield Mining and Transportation Company a Company incorporated under the laws of the State of Illinois the lands described in the deed a copy of which is hereto attached and marked C - and by said deed Respondent conveyed said land mentioned in Complainant's bill to said Company for a valuable consideration - Respondent as to other matters mentioned in said bill and not herein above answered unto Respondent says he has no knowledge or information and therefore leaves the Complainant to prove the same as he shall ^{be} advised and having answered fully Respondent prays to be dismissed with his Reasonable costs.

Charles Atkinson

State of Illinois

Bureau County

I Erasmus W Smith a Notary Public
in and for Bureau County do Certify
that that on the 13th day of October A.D. 1853 Charles Atkinson
defendant, in the foregoing answer being by me duly
sworn did on oath say that so much of the foregoing
answer as purports to be of his own knowledge is true

(21)

and so much as he states from the information
of Others he believes to be true.

L.S.

My Testimony whereof I have hereto
set my hand and affixed my seal
notarial this 13th Oct 1853.

Erasmus W Smith Notary Public
Sheffield Bureau County Ills -

Exhibit A-

This agreement made and entered into this
Twenty fourth day of May A.D. 1852. by and between John
G Reed of Bureau County Ills. of the first part - and
Charles Atkinson of Rock Island Co Ills - of the second
part. - Witnesseth that I John G Reed of the first
part doth hereby agree to sell the following described
parcels of land to sd Charles Atkinson or his assigns
described as follows to wit. The West 1/2 of the South west
1/4 of Sec Eighteen in Township Sixteen North Range
Seven East. also the South East Quarter of the South East
Quarter of Section Thirteen Township Sixteen North Range
Six East. also the West half of the North East Quarter
of Section Nineteen in Township Sixteen North
Range Seven East. also the North West Quarter of
Section Nineteen Township Sixteen North Range Seven
East also the North West Quarter of the South west
Quarter of Section Nineteen in Township Sixteen
North Range Seven East also the East half of the
North East Quarter of Section Twenty four in Township

Sixteen North Range Six East. Also The North Sixty
 acres of the East half of the South East Quarter of
 Section Twenty four in Township Sixteen North
 Range Six East. Also the East half of the South West
 Quarter of Sec Twenty four Township Sixteen North Range
 Six East. Also the East half of the North West Quarter
 of Section Twenty four Township Sixteen North Range
 Six East. Also the undivided half of all the Coal
 in the South Twenty acres of the East half of the North
 East Quarter of Section Twenty four in Township Sixteen
 North Range Six East - Also the west half of the
 North East Quarter of Section Twenty four in Township
 Sixteen North Range Six East of the fourth principal
 meridian for the sum of Ten Thousand Dollars -
 The Condition of this agreement are such that if the said
 Charles Atkinson his heirs or assigns shall pay me my
 heirs or assigns within sixty days from this date
 the sum of thirty three Hundred and thirty three
 Dollars and then enter into agreement to pay me the
 further sum of Sixteen Hundred and Sixty five Dollars
 with interest within one year from that date, and the
 sum of Twelve hundred and fifty dollars within Two
 Years from that date with interest - and the further
 sum of Twelve hundred and fifty dollars with interest
 in three Years - and the further sum of Twelve
 Hundred and fifty Dollars with interest within four
 Years - and the further sum of Twelve Hundred and
 fifty Dollars with interest within five years

Then and in that case I bind myself my heirs
and assigns to make Seal and execute and deliver
to Said Atkinson his heirs or assigns a good and
Sufficient Warranty deed of Conveyance to Said
lands with the release of Deceit upon the part of the
first party and Conditioned that ^{wife of the} said premises are free
from all incumbrance except and Conditioned that the
deed of the West half of the South East Quarter of Sec-
tion Twenty four Township Sixteen North Range Six
East shall not be a Warranty deed but only such a
deed as I obtained for the same premises.

This agreement is Conditioned that all the obligations
shall draw annual interest which shall be paid
yearly & provided if any tract of land herein named
is not correctly described it shall be rectified in the
bond hereafter to be given. the words "John G Reed of the
first part doth hereby" were interlined before signing
and also the words "of the South West Quarter"

In witness whereunto I have set my
hand and Seal the day and year above written
Witness John Howland John G. Reed Seal

Endorsed on the back

Know all men by these presents that I the within
named John G. Reed, have this day Received of Charles
Atkinson the Sum of one Hundred Dollars. to apply
on the payment of the Thirtythree hundred and thirtythree
dollars & do agree with Said Atkinson to extend the time
for the payment of the Remaining balance of thirty two

hundred & thirty three dollars ten days from and after
the expiration of the sixty days within named - if the
same is wanted by said Atkinson or his assigns - witnesses
my hand at Coal Creek Bureau County -

July 13 1852.

John G. Reed (Seal)

(Exhibit C)

This Indenture made this first day of January in the
Year of Our Lord One thousand Eight Hundred and
fifty three, between Charles Atkinson and Anne Eliza
Atkinson his wife of the County of Rock Island and State
of Illinois part of the first part, and the Sheffield
Mining and Transportation Company of the County of Bureau
and State of Illinois part of the second part.

Witnesseth that the said part of the first part for and
in consideration of the sum of Twelve thousand five hundred
and fifty nine $\frac{50}{100}$ Dollars paid by the party of the
second part - the Receipt whereof is hereby acknowledged
as by these presents - Remise, Release, and forever Quitclaim
unto the said party of the second part their heirs and
assigns - Certain tracts or parcels of land situated in
the County of Bureau and State of Illinois - and described
as follows To wit. - As being the East half of the North
West The East half of the South West Quarter. The North
East Quarter and The South East Quarter all of Section
Number Twenty four in Township Sixteen (16) North
of Range Six East of the 4th P. M. also the South East
Quarter of the South East Quarter of Section thirteen
(13) Same Township and Range. also the North East

East (25)

acres of the North ^{East} Quarter of the North East Quarter 7
of Section Twenty five (25) Same Township and Range
Also the west half of the North East Quarter. The North
west Quarter. The South West Quarter. the West half
of the South East Quarter. The west half of the East
half of the South East quarter all of Section Nineteen
Township Sixteen (16) North of Range Seven (7) East
of the 4th P.M. also the west half of the South west
Quarter of Section Eighteen (18) Same Township and
Range.

To have and to hold The Same Together with
all and singular the the hereditaments and
appurtenances thereunto belonging or in any wise apper-
taining - and all the Estate, Right, title, Interest, and
Claims whatsoever of the Said parties of the first part
either in Law or Equity - to the only proper use benefit and
 behoof of the Said parties of the Second part - Their heirs
and assigns forever - And the Said parties of the
first part for themselves and their heirs Executors and
administrators - doth hereby Covenant and agree to and
with the Said part of the Second part their heirs and
assigns that he will warrant and forever defend
the aforesaid premises to be free and clear of all Claims
or Claims of any and every person or persons claiming
or to Claim by through or under them, and none others

In witness whereof the Said parties of the first
part have hereunto set their hands and Seals - the
day and year first above written Signed Sealed and
delivered in presence of } Charles A. Brinson (Seal)
Joseph Jackson } Anna Eliza Atkinson (Seal)

State of Illinois }
 Rock Island County } M. J. Joseph Jackson a
 Justice of the Peace in and for said County in the State
 aforesaid do hereby Certify that Charles Atkinson
 & Ann Eliza his wife personally known to me as the
 same persons whose names appear subscribed to the
 foregoing deed - appeared before me this day in person
 and acknowledged that they signed Sealed and deliver-
 ed the said instrument of writing as their free and
 voluntary act for the uses and purposes therein set forth
 and said Ann Eliza wife of the said Charles Atkinson
 having been by me examined Separate and apart
 and out of the hearing of her said husband and the
 contents and meaning of the said instrument of writing
 having been by me fully made known and explain-
 ed to her - acknowledged that she had freely and
 voluntarily executed the same - and relinquished her
 dower to the lands and tenements therein mentioned
 without compulsion of her said husband and that
 she does not wish to retract the same -

Given under my hand and Seal this fifth
 day of February A.D. 1853.

Joseph Jackson (Seal)
 Justice of the Peace

State of Illinois }
 Rock Island County } W. This is to certify that Joseph
 Jackson was duly Elected qualified and Commission-
 ed a Justice of the Peace in and for said County

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and was acting as such at the date of the within
acknowledgment - and the Signature purporting to be
his is genuine - all of which appears of Record in
my office - and credit is due to all his official acts

Witness Joseph Conet Clerk of the County
Court of said County with the Seal of my



Office hereto affixed at Rock Island this
5th day of January AD 1853.

Filed October 15th 1853

Joseph Conet Clerk

E. M. Fisher Clerk

John G. Reed

vs Crop Bill

Edward W. Hemp

Now Comes The said Complainant
by Hickey and Wallace his Solicitors, and files
his Bill of Complaint herein in the words and
figures following To wit:

To the Honorable Edwin S. Seland Judge
of the Bureau County Circuit Court in the State of
Illinois Sitting as Chancellor -

The Crop Bill of John G. Reed against
Edward W. Hemp.

Your Orator John G. Reed of said County com-
plaining sheweth unto your honor that sometime prior
to the 12th day of July AD 1851. Your Orator was
desirous of entering at the United States Land Office
at Dixon Illinois a quantity of Government land
and not having ready money to enter all that he

desired to enter he applied to said Edward O'Kemp to loan him and advance money enough to purchase the half of a land warrant for one hundred and sixty acres - which said Kemp declined doing - but offered to lend your Orator the sum of sixty five dollars to assist him in the purchase of such a land warrant - which offer your Orator accepted - and with the money so loaned to him ^{by said Kemp} together with a like amount of his own money your Orator purchased a land warrant for one hundred and sixty acres of land, and located the same upon a tract of land embracing the East half of the South West Quarter of Section twenty four in Township Sixteen North of Range Six East in said Bureau County whereby your Orator purchased said tract above described from the government of the United States -

Your Orator further shows that sometime after said purchase and prior to the said 12th day of July AD 1851. said Kemp applied to your Orator for payment of said sum of sixty five dollars - and your Orator then offered to convey to said Kemp the tract of land above described in satisfaction of said debt, and said Kemp then refused to accept said tract of land in payment for said sum of sixty five dollars - Your Orator further shows that afterwards on or about the 12th day of July AD 1851. said Kemp again applied to your Orator to give him some security for said sixty five dollars - and at the

request of the said Keemp your Orator Executed & the written agreement mentioned in said Keemps Original and amended bills filed in this Cause against your Orator and Charles Atkinson but Your Orator avers that it was not intended at the time said written agreement was made - either by your Orator or said Keemp that there was a purchase and sale of said tract of land, but that said written agreement was given by your Orator and Received by said Keemp merely as a security for said sum of Sixty five dollars to Owning by your Orator to said Keemp as aforesaid and for no other purpose whatever -

Your Orator further Shows that after wards on or about the 23^d day of May AD 1852. he sold said tract of land together with several other tracts of land to the said Charles Atkinson for the agreed price of Ten Thousand Dollars - a small portion of which said last mentioned sum the said Atkinson paid to your Orator on the day last aforesaid, and thereupon your Orator executed and delivered to said Atkinson a writing a copy of which is attached to said Atkinsons sworn answer in this Cause - whereby your Orator bound himself to Convey said tract of land above described with the other tracts sold as aforesaid upon the payment to your Orator within sixty days from the date last aforesaid of the sum of Three Thousand Three Hundred

and Thirty three dollars by the Said Atkinson and the Said Atkinson securing to your Orator the payment of the balance of Said Sum of Ten Thousand dollars - Your Orator further Shows that afterwards on the 13th day of July AD 1852. Said Atkinson paid to your Orator the Sum of one hundred dollars and Your Orator on that day by a writing endorsed on Said Bond acknowledged the receipt of Said One hundred dollars and agreed to extend the time for the payment of the residue of Said Thirty three hundred and thirty three dollars. Ten days beyond the Expiration of Said Sixty days in case Said Atkinson should want such Extension - your Orator further Shows that on the 22^d day of July AD 1852 and within the Said Sixty days the Said Atkinson paid to your Orator the balance of Said Sum of Thirty three hundred and thirty three dollars. and Executed to your Orator his (the Said Atkinson's) notes for the balance of Said purchase money. and thereupon Your Orator on the day last aforesaid Executed to Said Atkinson a deed with covenants of Warranty conveying to Said Atkinson in fee the Land above described - Together with the other facts so said to him as aforesaid - Your Orator further Shows that at the ^{of the sale of said lands to Said Atkinson and at the time} time of Executing the conveyance thereof your Orator did not inform Said Atkinson of the existence of the writing given by your Orator to Said Kemp as aforesaid. Your Orator at that time regarding the

same as he always had regarded it as a mere security and as only an incumbrance on said tract by way of mortgage. and intending at some early and convenient time to pay off and discharge the same by paying to said Hemp the said sum of sixty five dollars and interest - Your Orator further ^{shows} that he never knew until long after he had sold and conveyed said lands to said Atkinson. that said Hemp regard said writing which your Orator had given said Hemp as aforesaid, in any other light than as a security for said Debt of sixty five dollars aforesaid - Your Orator further shows that afterwards on or about the day of the 18th he tendered to said Hemp the full amount of said debt of sixty five dollars with interest thereon from the said 13th day of July A.D. 1851 up to the date of said tender - that said Hemp refused to receive the amount so tendered - but demanded from your Orator a conveyance of said land. and upon your Orator refusing to execute such conveyance, said Hemp filed a his bill in Chancery in this Cause setting out said writing and praying for a decree of this Court. requiring Your Orator to convey said land to said Hemp to which said bill your Orator has answered -

Your Orator therefore inasmuch as he is remediless in the premises at law and can only have adequate relief in Chancery. prays that said Edward D. Hemp

may be made party defendant to this your Orators
 Scrop bill - That he be required by Rule of this
 Court to answer Specifically and particularly all
 the allegations of this Scrop bill upon his Corporal
 Oath - and That upon a final hearing of this Cause
 That the Said writing set out in Said Hemp Original
 and amended bills in this Cause may be
 decreed to be a mortgage, and That That your
 Orator may be allowed to Redeem Therefrom as from
 a mortgage - and such other and further relief
 as to Equity and good Conscience appertain, and
 to your honor may seem meet - Your Orator
 brings here into Court the amount of Said Debt of sixty
 five dollars and interest Thereon, and offers to pay
 the Said debt and interest, as your Orator avers
 was the intention and understanding of himself
 and Said Hemp at the time Said writing was executed

Filed October 15, 1853

John G. Reed

To Mr Fisher Clerk

by Wickey and Wallace
 his Solicitors

Charles Atkinson

vs

Scrop bill

Edward W Hemp and

John G Reed

Now Comes the Said Complaint set by
 Wickey & Wallace his Solicitors and files his bill herein
 in the words and figures following to wit:

Bureau County To The Honorable Edwin S. Deland
Judge of the Circuit Court of said County
In Chancery Sitting.

The Crofs bill of Charles Atkinson
against Edward D. Kemp and
John G. Reed—

Your orator Charles Atkinson complaining shows
unto your honor that on or about the 24th day of May
A.D. 1852. he purchased from John G. Reed a large quantity
of land including the East half of the South West Quarter
of Section Twenty four in Township Sixteen North of Range
Six East in said County for for the agreed price of ten
thousand dollars—a small portion of which sum
your orator on the day last aforesaid paid to said
John G. Reed, as earnest money on said purchase
and took from said Reed a title Bond for a
conveyance of said lands by said John G. Reed, to
your orator—upon the payment by your orator to
said Reed of the sum of thirty three hundred and
thirty three dollars within sixty days from the
date aforesaid a copy of which title Bond is attached
to your orators sworn answer in file in this cause—and
to which your orator for greater certainty begs leave
to Refer—Your orator further shows that afterward
on or about the 22^d day of July A.D. 1852—and
within the said sixty days he paid to said John G.
Reed the said sum of thirty three hundred and

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thirty three dollars - and executed and delivered to Said John G. Reed Securities for the balance of Said purchase money which were satisfactory to Said Reed - and thereupon on the day last aforesaid the Said Reed conveyed Said lands in fee - by deed duly executed and acknowledged by Said Reed to Your Orator -

And Your Orator avers that at the time he made Said purchase from Said Reed as aforesaid he had no knowledge whatever that Said Reed had ever executed any such writing as is set out in Said Kemps Original & amended bills in this Cause, or any writing or agreement whatever touching Said land - nor did Your Orator know or suspect at the time he made Said purchase from Said Reed or at the time he received Said conveyance from Said Reed, that Said Edward K. Kemp had or pretended to have any claim on Said tract of land either by way of mortgage or otherwise - but Your Orator at the time he purchased Said land, and at the time he received Said conveyance thereof believed that Said ^{Reed} was seized in fee thereof and that the same was ^{Reed} free and clear of all incumbrance - and Your Orator made Such purchase and received Said conveyance in good faith for a valuable consideration and without any notice of the pretended equities of Said Kemp, as set forth in his Original and amended bills herein -

Your Orator further Shows that he never had any knowledge or notice of the writing set out in said Hamps Original and amended bill herein until sometime in the month of December A.D. 1852 and that he was then for the first time informed, that some such writing as that set forth in said Original and amended bills was in existence - but he was then informed and now believes that if any such writing as that set forth in Hamps Original and amended bills ever was executed the same was intended by the parties thereto as a mere security for a debt then owing by said John O Reed to said Hamps and that the same was never intended by said Hamps and Reed to be an evidence of the purchase and sale of said land therein mentioned and your Orator insists that in any event the title he acquired by said Conveyance from said Reed is in no wise to be affected by said writing set out in said Hamps bill herein -

Your Orator further Shows that since the date of said Conveyance from said Reed to him and before and before he had any notice or knowledge of said Hamps pretended claim to said land he had made valuable improvements thereon and now is in possession of said land either by himself or those claiming under him -

Your Orator further Shows that the said Hamps pretending to regard said writing set out in his said

bill as an agreement for the Sale of Said Land by Said Reed to Said Hemp has filed his bill herein setting out Said writing and praying for a decree of this Court requiring John Orator and the said Reed to Convey Said Land to Said Hemp and that the Said Conveyance to John Orator by Said Reed may be Cancelled and annulled.

John Orator further shews that by Reason of the premises a cloud rests upon John Orators title to Said tract of Land - and that in Equity he is entitled to have the same removed by the decree of this honorable Court. Inasmuch therefore as John Orator is Remediless in the premises at Law and can only have adequate relief in a Court of Chancery he prays that the said John B. Reed and Edward K. Hemp may be made parties defendant to this John Orators Cross bill - that they and each of them be required to answer the same without oath which is hereby expressly waived - and that on a final hearing of this Cause that John Orators title to Said tract of Land may be quashed by the decree of this Court, and that the apparent cloud upon John Orators title to Said Land may be removed by Said Decree and that the writing set forth in Said Hems Original and amended bills herein may so far as the same affects the title of John Orator, be Cancelled and annulled, and that in the event of your honors deeming Said writing to be a mortgage upon Said

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land and a lien upon the same as against your
 Orators title thereto, that the said John G. Reed
 may be required by said Decree to pay the same
 within some short day to be fixed by said Decree
 and thus discharge said lien - And in the event
 said writing is deemed by your honor to be a lien
 upon said Orators title by way of mortgage and
 if the said John G. Reed fails to pay and discharge the
 same, your Orator hereby offers to pay and discharge
 the same and prays that he may by said decree
 be allowed so to do - and your Orator prays for
 such other and further Relief as to your honor
 may seem meet and to Equity & good conscience
 appertain &c.

Charles Atkinson

by Hickey & Wallace

his solicitors

Shew before the Honorable Edwin S. Leland
 Judge of the Ninth Judicial Circuit of the Circuit Court
 of the State of Illinois at the January Term of said
 Circuit Court held at the Court House in Princeton in
 Monday the Ninth day of January in the Year of Our
 Lord One thousand Eight hundred and fifty four

Present Edwin S. Leland Judge

Edward M. Fisher Clerk

Osmyrn Smith Sheriff

Edward M. Fisher

Bill

January 11th 1854

John G. Reed & Charles Atkinson } Now comes the said Defendant Charles Atkinson
 by Hickey his solicitor and moves the Court to let this Cause for hearing
 on bill & answer, and the Complaint out by Peter his solicitor return
 his Cross motion to strike the amended answer of Atkinson from the
 files

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January 12 1854

Edweneel D Hemp

vs

Bill

John G Reed and
Charles Atkinson

Now comes the complainant
by Peters his solicitor and the defendant Charles
Atkinson by Bickey his solicitor and the court being fully
advised in the premises considers that said defendants
motion to set this cause for hearing be overruled - It
is also considered by the court that said complainants
motion to strike amended answer of Atkinson from the
files be overruled - on motion of solicitor said com-
plainant has leave to reply to said defendants amended
answer by the opening of the court to morrow morning

January 13th 1854

Edweneel D Hemp

vs

Bill

John G Reed &
Charles Atkinson

Now comes the said complainant by
Peters his solicitor and files his replication to said
defendants answer in the words and figures following
to wit.

January Term 1854

Circuit Court Bureau County Ills.

Edweneel D Hemp

vs

Bill in Chancery

John G. Reed &
Charles Atkinson

The Replication ^[39] of Edward W. Hooper to the
amended answer of Charles Atkinson one of the
above defendants - This Repliant saying and
reserving to himself all and all manner of advantage
of Exception to the manifest insufficiencies of the said
answer for Replication Thereto saith - that he will
aver and prove his said bill to be true certain
and sufficient in the law to be answered unto -
and that the said answer of the said Defendant
Atkinson is uncertain untrue and insufficient
to be Replied unto by this Repliant, without this that
any other matter or thing whatsoever in said answer
contained material or effectual in the law to be Replied
Confessed or avoided traversed or denied is true all
which matters and things this Repliant is and will
be ready to aver and prove as this Honorable Court
shall direct and prays as in and by his said bill he
hath already prayed -

Filed June 13 1854

E. W. Hooper Clerk

Milton T. Peters

Sol for Complainant.

Sanuary 17th 1854.

Edward W. Hooper

vs

Bill

John G. Reed and

Charles Atkinson

Now Comes the said Complainant
by Peter his Solicitor and on his motion said Complainant
has leave to amend his bill of Complaint herein -

Edward D. Hemp

vs

Bill in Chancery

John G Reed Plaintiff

Sheffield Mining &

Transportation Company

Be it Remembered that on the 16th day of February AD 1854, Came the Complaint out by M. T. Peters his Solicitor and filed his amended bill of Complaint herein in the words and figures following to wit.

State of Illinois } ss.

Bureau County }

To the Honble Edwin S. Seland Judge of the 9th Judicial Circuit in Chancery Sitting -

Your Orator Edward D. Hemp - of the County aforesaid humbly complaining sheweth unto your honor that on the 23^d day of December AD 1852 he filed a bill in Chancery in the Circuit Court of Said County against John G Reed also of the Same County (whom Your Orator prays may be made a defendant to this bill) for the Specific Conveyance to him of the East 1/2 of the South West quarter of Section 24 - in Township 16 North of Range 6 East in the County aforesaid - as Said Reed had agreed by the instrument executed by him herein after set out in this Bill - that process was duly issued and served upon Said Reed returnable to the 2^d Monday in January AD 1853 of the Said Circuit Court that at Said term your Orator having previously

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ascertained (but after the commencement of the said
suit against Reed) that Reed had before the commence-
ment of the suit against him conveyed the premises to
one Charles Atkinson of Rock Island County Illinois
(whom your orator prays may be made a party defend-
ant to this bill) obtained leave of said Court to amend
his bill and make said Atkinson a party to the suit -
which your orator did by filing an amended bill
against said Reed and Atkinson on the 15th January 1853
in said Circuit Court and by suing out process against
said Atkinson on the 15th March 1853 returnable to the
4th Monday in March Inst^l which was duly served upon
said Atkinson - that at said March Term both Reed
and Atkinson filed answers to the amended bill
of your orator denying the Equity of the bill to which
answers your orator filed a general Replication that
in their said answers both Reed and Atkinson stated
the conveyance from Reed to Atkinson but neither
mentioned or ever alluded to any other conveyance
of the premises - but at that term Atkinson obtained
of said Court leave to file an amended answer but
said amended answer was not filed during the next
vacation but both parties proceeded to take deposi-
tions in the cause without regard to the permission to
file an amended answer - at the October Term 1853 of
said Court Atkinson notwithstanding that both parties
had proceeded to take depositions and had paid no
attention to the permission to file an amended answer

answer without the knowledge of the complainant or his
 counsel and without obtaining the permission of said
 Court filed an amended answer under oath stating that
 he was not the owner of the premises - but that on
 the 1st day of January 1853 he had conveyed the prem-
 ises to the "Sheffield Mining & Transportation Company
 a company incorporated under the laws of the State
 of Illinois" whom your orator prays may be made a party
 defendant to this bill which conveyance was entirely
 unknown to your orator and that said conveyance was
 not filed for record in the records office of said County
 until the 14th February A.D. 1853 and after the filing of
 your orators said amended bill. Your orator further
 states that he did not discover that an amended answer
 had been filed until at the January Term 1854. of said
 circuit Court when your orator by leave of said Court
 filed a general Replication to said amended answer
 of Atkinson: and your orator also obtained permission
 of said Court at that time generally to amend his bill
 and make said Sheffield Mining & Transportation Company
 a party to this suit and for which purpose this bill is
 filed. Your orator would further respectfully represent
 unto your honor that the defendant Reed had previous-
 ly to the 12th July 1851 entered at the United States land
 office at Dixon Illinois the premises before described
 and that said Reed being desirous of selling or contracting
 the same to your orator according to an agreement made
 between your orator and him before his entry of the

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of the land, entered into a written Memorandum or agreement for the Sale or transfer of the same to your Orator for the Consideration therein mentioned which had been duly Received by Said Reed of your Orator before the land was entered - it being the purchase money of the land which was furnished by your Orator to Said Reed, although for the mutual Convenience of the parties the title was taken in Reeds name. but the land was understood and considered by both parties to be Kamps which instrument is as follows To wit.

" Know all men by these presents that I for and in Consideration of the Sum of sixty five dollars to me in hand paid by E. K. Kamp. I do bind myself my heirs and administrators by these presents unto Edward K. Kamp, his heirs or assigns or administrators in the penal Sum of five Hundred dollars to make and deliver unto Said Kamp a good and sufficient deed of the East half of the South West quarter of Section Twenty four Township 16 North 6 East in Bureau County Ills - as soon as the deed can be obtained from the general land office in witness my hand this 12th July of 1851. " J. G. Reed "

" J. M. Reed

And your Orator further Represents unto your Honor that the Patent or deed from Said premises could long before the Commencement of this Suit from the General Land office and was in fact so obtained by Reed, against Reed had been obtained, before the institution of the Suit against him - and he Reed was seized in fee of the premises - Yet Said Reed

notwithstanding he had the title as aforesaid
 refused to comply with his said contract - as also
 the understanding and also the understanding
 and agreement of your Orator & him before the land
 was entered - and refused to convey the premises to
 Your Orator and has ever since so Refused. notwith-
 standing Your Orator has always been anxious & will-
 ing to receive such conveyance and in fact demanded
 the same of him before the institution of the Suit
 against him - all of which actings and doings are
 contrary to Equity and good Conscience Your Orator
 further represents unto your honor that the aforesaid
 written agreement was duly filed for Record in the
 Records Office of said County upon the 9th July 1852
 and duly Recorded therein - and that afterwards on or
 about the 23^d July 1852 the said Reed conveyed said
 premises with many others to said Atkinson, and the
 deed for the same was duly filed for Record on the 2^d
 November 1852 & Atkinson conveyed by deed of Quit
 Claim the same lands that he purchased of Reed to
 the said Sheffield Company on the 1st day of January
 A.D. 1853. Your Orator further States that he is informed
 that said Sheffield Co & Atkinson claim that said
 Atkinson entered into a written agreement with said
 Reed for the conveyance of said premises with others
 on or about the 24th May 1852 but if such was the fact
 (of the truth of which your Orator is not fully advised)
 Yet your Orator was entirely ignorant of the same

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and never heard of the same until after the commence-
ment of this suit against Atkinson - and said agree-
ment if made at the time above stated could not
affect your Orators rights for the reason that the
same was never filed for Record or Recorded in the
proper Records office while Reeds agreement with
Your Orator was - at the time stated above, and the
Recd of said agreement substantially correspond
with the original as here exhibited, the only variations
being that the Recd omits the word "dollars" after the
words Sixty five. and the words "I G Reed" in the
body of the instrument - near the top and "12" after
the word July at the bottom of the instrument appear
in the Recd of the instrument while they do not appear
in the Original, they having been since the recording
of the same struck out - being unauthorized inter-
lineations in the said Original - Your Orator further
charges that said Atkinson before his purchase of
Reed, and the Sheffield Mining + Transportation
Company before their purchase of Atkinson, had
notice of your Orators equitable Rights to said premises,
and also before anything was paid upon Reeds said
agreement with Atkinson - Your Orators said agree-
ment or memorandum from Reed was duly Recorded
as the law Requires. Your Orator^{therefore} asks that process
in Chancery be issued against said Sheffield Mining
+ Transportation Company, and that they may be
sequestered but not under oath (the same being

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Expressly waived to answer the allegations of this bill, and that said Reed and Atkinson may be Required but not under oath (the same being expressly hereby waived) to answer the matters herein herein changed by way of Supplement, and that your Orator may have such and the same relief against said Sheffield Company as is prayed in the Original & amended bills against Reed and Atkinson, and also have the benefit of the said Suit and proceedings against said Sheffield Company the same as he could have against Reed & Atkinson, and that the Conveyances aforesaid on final hearing be decreed to be cancelled, set aside and annulled, and they be divested of title to the said premises, and that said Sheffield Company be decreed to convey unto your Orator all their Right title and interest in the premises aforesaid, as well that Reed be decreed to specifically ^{perform} his said agreement as here exhibited, as well as the understanding and arrangement before the entry of the premises, by conveying to your Orator said premises, with full covenants of warranty, and grant to your Orator such other and further relief as Equity may Require &c.

Filed February 16 1854 } Milton T Peters
E. M. Fisher Clerk } Sal for Compl.

On the same date to wit 16th day of February A.D. 1854. The Complainant E. M. Hemp by Peters his Solicitor filed his precept for process in the words and figures following To wit.

State of Illinois } 27 Circuit Court
Bureau County } March Term 1854

Edward S. Kemp

vs

Bill in Chancery

John C. Reed, Charles Atkinson

+ Sheffield Mining & Transportation

Company

The Clerk will please issue process in
Chancery in the above cause against the Sheffield
Mining & Transportation Company Milton J. Peters
Filed February 16 1854 } Sol for Compl.
E. M. Fisher Clerk }

On the same date To wit Feby 16 1854
Said Clerk issued the following process herein in
the words and figures following To wit.

State of Illinois }

Bureau County }

The People of the State of Illinois

To the Sheriff of Bureau County Greeting.

We Command you to summon the Sheffield
Mining & Transportation Company if they shall be found
in said County. to be and appear before our Circuit
Court for said County, on the first day of the next
term thereof, to be held in the Town of Princeton
on the fourth Monday of March next. To answer
to a certain bill of Complaint filed in our said Cir-
cuit Court, on the Chancery Side thereof against them
by Edward S. Kemp, and further to do and

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receive whatever our said Court shall then and there consider in that behalf, and this they shall in no wise omit. The said fees not, and make due return of this writ, with an endorsement of the manner in which you execute the same.

S.S.

Witness Edward M. Fisher Clerk of our said Court, and the Seal thereof, at Princeton this 16 day of February in the year of our Lord One Thousand Eight hundred and fifty four.

Edward M. Fisher Clerk.

I Executed the within by delivering a true copy of the within to S. B. Sampson, March 8, A.D. 1854.

Osmy Smith Sheriff

By E. Chamberlain Deputy.

On the 28th day of February A.D. 1854 came Charles Atkinson by James Grant his solicitor and files his Separate answer to Complainants 2^d amended bill of Complaint herein in the words and figures following to wit.

State of Illinois

Bureau County

3^d St. Circuit Court March Term 1854

The Separate answer of Charles Atkinson impleaded with John G. Reed, and the Sheffield Mining and Transportation Company - Defendant, at the suit of Edward H. Kempf - Complainant.

This defendant now and at all times hereafter

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reserving to himself, all manner of Exception to the merits
and uncertainties of said bill; for answer to so much
thereof as he is advised. That it is material for him to
answer Says:-

That it is true that the Complainant filed his Original
Bill against John G Reed. That he amended said bill
and made this defendant a party thereto, and required
him to answer his amended bill under Oath.

This defendant Says. That he has filed an amended
answer under Oath to said amended bill. This defendant
Says there are no new facts in the present bill relating
to himself, and having filed his last answer under
Oath, as his perfect defence to said Bill. He refers to
the same now on file in this Court, and makes it part
and parcel of this answer, and this defendant insists
that the Complainant having commenced his proceedings
against this defendant, by requiring his answer under
Oath, cannot now change his proceedings, and dispense
with an answer under Oath: and this defendant declines
to make any further or other answers, until ordered by this
Court.

Charles Atkinson

James Grant Solr

State of Illinois

Bureau County

3rd On this 28th day of February A.D. 1854,

before me a Clerk of the Circuit Court in and for the County and

State of aforesaid, Came Charles Atkinson, to me personally known

and made Oath that the facts stated in the foregoing answer are
true according to the best of his knowledge and belief

L.S.

Witness my hand and official seal
the day and year first above written

Edward M. Fisher

Clerk

On the 3^d day of March A.D. 1854 came the
Complainant Edward M. Heamp by Peter his Solicitor
and files his Replication to the Defendant Charles
Atkinson's Answer herein in the words and figures
following To-wit:

Edward M. Heamp

vs

John G. Reed Charles Atkinson
+ Sheffield Mining &

Transportation Company

vs

Bureau County

Circuit Court.

The Replication of Edward M. Heamp the
Complainant to the Separate answer of Charles Atkinson
to the amended bill of the Complainant — This Repliant
Saying and Reserving to himself all and all manner
of advantage of Exception to the manifest insufficiency
of the Said Answer, for Replication Thereunto Saith
that he will aver and prove his Said bill to be
true certain and sufficient in law to be answered
unto, and that the Said answer of the Said Defendant
is uncertain, untrue and insufficient to be Replied
unto by this Repliant without this, that any other
matter or thing whatsoever in Said answer Contained
material in the law to be Replied unto, Confessed
or avowed traversed or denied is true, all which

matters and things. Then Defendant W. and will
 be ready to answer and prove as this Honorable Court
 shall direct and pray as in and by his said bill
 he hath already prayed Milton J. Peters
 Filed March 3, 1854 Sol for complainant
 Ellis Fisher Clerk

I read before the Hon^{ble} Edmund S. Leland
 Judge of the Circuit Court of the Ninth Judicial Circuit
 of the State of Illinois, at the March Term of said
 Court begun and held at the Court house in Princeton
 in and in and for the County of Bureau and State
 of Illinois on Monday the Twenty Seventh day of March
 in the Year of our Lord One Thousand Eight Hundred
 and Fifty four. Present Hon^{ble} Ed. S. Leland Judge

E. M. Fisher Clerk

O. Smith Sheriff

Edward H. Kemp

vs

Bill

John C. Reed Charles

Atkinson & Sheffield

Mining & Transportation

Company

I now comes the defendant Charles Atkinson
 by Grant, his Solicitor and moves the Court to reject the
 deposition of Edward Kemp as to said Atkinson

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March 28th 1854

Edward W. Keamp

vs

Bill

John G. Reed Charles Atkinson &

Sheffield Mining & Transportation

Company

Now Comes the said Complainant Edward W. Keamp, by M. T. Peters his Solicitor, and on his motion it is considered by the Court, that a Rule be Taken against the Defendant John G. Reed to answer to the Complainant's bill of Complaint herein, by Friday Morning next.

Edward W. Keamp

vs

Bill

John G. Reed Charles Atkinson &

Sheffield Mining & Transportation

Company

Now Comes the Sheffield Mining & Transportation Company by their Solicitor James Grant, and files their separate answer, to the Complainant's bill of Complaint herein, in the words and figures following To wit.

State of Illinois In the Circuit Court of Bureau
County at the March Term AD 1854
Bureau County

The Separate answer of the Sheffield Mining and Transportation Company, now pleaded with Charles Atkinson and John G. Reed, Defendants, at the

Suit of Edward D Hemp Complainant.

The said Sheffield Mining and Transportation Company, reserving to themselves all manner of Exception to the divers Errors and uncertainties of said Bill, for answer thereto Say, That it is True that on the 23^d day of December AD 1852 the Complainant filed his bill of Complaint against John G Reed, as set forth in said Bill, for the Specific Conveyance of a tract of Land in said County, and that before the Commencement of said Suit, said Reed had Conveyed the property, for which the Suit was Brought to Charles Atkinson - It is also true as stated in said Bill, that the bill was amended, and Charles Atkinson made a party to the Suit, and served with process as stated in said bill. It is also true that Reed and Atkinson may have filed answers at the March Term of said Circuit Court, in the year Eighteen hundred and fifty three - but these Defendants Say that without further detail, they Refer to the Records of said Cause or Causes against Reed and Atkinson - as to what were the proceedings in Court -

These defendants Say that it is True that John G Reed and the Plaintiff have at various times during the progress of this Cause taken Depositions, but it is not true that Charles Atkinson has taken any evidence in the Cause - or that any has been taken by his authority -

The Defendants not having any knowledge of the proceedings in Court, in the former proceedings against Reed, or Reed and Atkinson, again Refer to the Record for the facts. But the Defendants State that

Charles Atkinson, did file an amended answer to said Kemp's Bill of Complaint, in pursuance of leave of the Court, and that said answer is true -

And further answering these defendants say, that it is true, that before the 12th day of July A.D. 1881 (Eighteen hundred and fifty one) John G Reed Entered at the Land office at Dixon Illinois, the East half of the South west quarter of Section Twenty four, in Township Sixteen, North, of Range Six East of the fourth principal Meridian - But it is not true that said Reed was desirous of selling the same to said Edward H Kemp, or that the money was furnished by Kemp, for the land to be entered for him, or that the title was taken in Reed's name for the benefit of Kemp, or that the land was understood and considered by both parties to be for the benefit of Kemp.

And further answering these defendants say that the instrument of writing set forth in the last bill against Reed, Atkinson, and these defendants does not appear to be the same instrument, in which the original suit was brought - And further answering these defendants say, that there is no legal, and valid instrument of writing between said Reed and said Kemp, whatever, in relation to said land - And for further answer these defendants say, that they know nothing of the instrument of writing between Reed and Kemp, referred to in the original bill against Reed, or in the bill against Reed and Atkinson.

or in the present bill: and they pray that the Plaintiff may be required to prove any agreement which he may have referred to in any of said Bills—

And these Defendants also say, that they have no knowledge that Reed has obtained a patent or deed for said land from the land office: and they pray that said Plaintiff may be required to prove the same— And they further say that they have no knowledge that Reed has refused to comply with his agreement with said Plaintiff, and they pray that he may be required to prove the same— And these defendants deny that any legal and valid agreement, between said John G. Reed and the Plaintiff, was filed or recorded, or was recorded in the Records Office of Bureau County on the seventh day of July A.D. 1852. And they also deny further, that any agreement between Reed and Kemp was ever recorded according to law. And these defendants say that a certain agreement between said Reed and the Plaintiff, which they suppose to be the agreement referred to, is invalid and void: That said Kemp, after an agreement was signed by said Reed, made the following alterations in the same: first, placing the word "I, John G. Reed" in the fore part of the instrument: second, by altering the word "three" after the word "sixty" and making it "five" so as to read "sixty five" dollars instead of "sixty three" dollars: third, by striking out "12" or "13" after July and placing "12" before July in the latter part of the instrument: fourth, by new impressions with different ink, in words in the instrument

and particularly the words "I Mc Reed" and "I. G. Reed" these alterations are in differently shaded ink from that in which the Original Instrument is written or the names of the witnesses and obligors. - and were made after the instrument was executed -

And these defendants further answering say that any agreement between John G. Reed and the Plaintiff in relation to said tract of land - though the same may have been on its face a bond for a title, was intended only as security for a debt. That Reed borrowed money of the Plaintiff to locate land, and gave the instrument, which he did give, as security for a debt, and not to convey the property in fee simple. -

And these defendants further answer, that on or about the 24th day of May A.D. 1852. (Eighteen hundred and fifty two) Charles Atkinson having caused the Records of Bureau County to be searched by Hor Ballou, an attorney of this Court, and finding no incumbrance on the property, made a contract with John G. Reed, who had a legal title and possession of the premises, for a bonafide valuable consideration to purchase the tract of land in dispute with several others: that the consideration was about Ten Thousand Dollars, which was large at the time, and more than many People supposed the property to be worth: That said contract was in writing, and a copy thereof or the original has been filed in some of the proceedings of this Cause, to which these defendants refer, and pray that the

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Same may be made a part of this answer. —

And said Atkinson had no notice of any agreement between Reed and Kemp either at the time or on the 28th of July AD 1852. (Eighteen hundred and fifty two) or in fact in full conveyance the property to these defendants, and the said Atkinson, on or about the 28th day of July AD 1852, Eighteen hundred and fifty two without any knowledge of any agreement between Reed and Kemp, in good faith, paid up all the purchase money required by said agreement. To wit about Three Thousand Three Hundred and thirty three dollars, having paid a part before — and gave his negotiable notes, and a mortgage for the balance — the whole purchase money amounting to Ten thousand Dollars — and took a deed for the whole premises purchased — a copy of which is on file in this Cause & to which the Defendants refer. — And these defendants allege that said Tract of land in dispute contains Eighty (80) Acres more or less. — and that the price agreed between said Reed and Atkinson, to be paid for the same, was at the rate of twelve dollars per. acre, or Thereabouts: and further, that the purchase money aforesaid, paid at the delivery of the said deed as aforesaid, far exceeded the price of said land: and the defendants insist that in equity, so much of the purchase money aforesaid, as amounted to the price thereof, ought to apply to the payment of this tract — And the defendants further answer that since this Suit was brought, Reed and Atkinson have agreed to apply said purchase money in payment of this land in dispute as aforesaid —

And these defendants, answering, further say.

that at the time said deed from Reed to Atkinson was given. Said Atkinson took immediate possession of the premises, and has retained possession ever since until he conveyed the tract aforesaid to these defendants.

And before Atkinson had any knowledge of any agreement between said Reed and Kemp, and before he was served with any process in this cause to wit, on the first day of January A.D. 1883 (Eighteen hundred and fifty three) by deed which is referred to in his answer aforesaid, and a copy of which has been filed in Court among the papers in this cause, and to which these defendants refer - for the consideration of Ten Thousand Dollars, which was in good faith paid to him by these defendants, conveyed the lands above referred to, to these defendants - And these defendants, ever since the conveyance of said lands to them as aforesaid have been, and are now in the full possession of the premises in controversy, - and took immediate possession thereof, at the time the deed from Atkinson to them was delivered - And these defendants answer further, that said Atkinson's equitable contract with Reed for the purchase of said land - made before any agreement between Reed and Kemp was recorded - and a deed made, and purchase money paid, in pursuance thereof, when said Atkinson and these defendants were entirely ignorant of the agreement aforesaid - could not be affected by the recording of any instrument between Reed and Kemp, which was not

a deed in Fee - nor could it be affected by recording any paper between Reed and Keamp in violation of law - And these defendants further say, That Said Instrument between Reed and Keamp, was not Recorded, as it was first written - nor as it was afterwards altered by Said Keamp. - And it is true that the interlineations of Said Instrument, and the alterations thereof - both as admitted by Said Complainant's bill, and those heretofore set forth - were unauthorized, and did invalidate the instrument referred in the bill - And these defendants deny, that Said Atkinson or themselves had any notice of any agreement between Said Reed and the Complainant aforesaid and particularly of the Instrument set up in the bill as aforesaid - before the Contract for the purchase of Said Land from Reed by Said Atkinson was made on the 24th of May A.D. 1852. (Eighteen hundred and fifty two) or before the Deed from Reed to Atkinson was made in pursuance of that Contract, and the purchase money paid, and possession given, in pursuance of that Contract, on the 23^d day of July A.D. 1852. (Eighteen hundred and fifty two) or before the making of the deed from Atkinson to these defendants, and the paying of the purchase money, and the giving possession as aforesaid, on the first of January A.D. 1853 (Eighteen hundred and fifty three)

And for further answer these Defendants say that, Said Charles Atkinson and these defendants purchased Said property of Said Reed, and with it divers other tracts

of land in the neighborhood, amounting in all before this suit was brought - to some eighteen hundred acres. Supposing there might be Coal mines under most of the lands, there being Coal under a part thereof - That since they have bought them, they have employed geologists and practical miners to examine the property and search for coal, and have been successful in finding it.

That they have already expended twenty five thousand dollars in improvements and the purchase of the property - and have enhanced the value not only of this tract of land in dispute, but also of all the adjoining property of said Hemp - in a very great degree - That they have procured a Depot of the Rock Island Rail Road to be placed on a part of their said property, and it would be grossly unjust that the conveyance aforesaid should be set aside, and the property conveyed to Hemp -

The Defendants having answered all the allegations of said Complainants bill, pray that they may be hence dismissed with their Costs &c.

In testimony of this their answer the defendants have caused the same to be signed by their president and Secretary, and the Seal of the said Corporation to be hereunto affixed on this the 20th day of March A.D. 1854.

Attest
 Chas Atkinson
 Secretary

Cheneger Cook
 President Sheffield Mining &
 Transportation Com'ry.

Filed March 28

1854. W. M. Fisher (W)

Edward H Kemp (61)

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vs Bill
John G. Reed Charles
Atkinson & Sheffield
Mining & Transportation

Company Now Comes the Complainant Edward
H Kemp. by Peters his Solicitor and files his Replication
to the answer of Sheffield Mining and Transportation
Company. in the words and figures following to wit.

The Replication of Edward H Kemp the Complainant
to the Separate answer of the Sheffield Mining and
Transportation Company. to the amended bill of Com-
plaint This Repliant Saving and reserving to himself
all and all manner of advantage of Exception to
the manifold insufficiencies of the said answer. for
Replication thereunto. Saith. that he will aver and prove
his said bill to be true. Certain and Sufficient in law.
to be answered unto. and that the said answer of the said
Sheffield Company is uncertain untrue and insufficient
to be replied unto. by this Repliant. without this. that that
any other matter or thing whatsoever in said answer
contained. material or effectual in the law to be replied
unto. Confessed or avowed Traversed or denied is true.
all which matters and things this Repliant is. and will
be ready to aver and prove. as this Honorable Court shall
direct. and prays as in and out by his said bill he
hath already prayed.

Filed March 28. 1854
E H Kemp

Milton T. Peters
Sole for Complainant

Edward D Heimp

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April 8 1854.

vs

Bill

John G. Reed Charles Atkinson

& Mining Transportation Company

Now Comes John G Reed one of the defendants herein by Vickrey and Wallace his Solicitors and files his answer to Complainant's 2^d amended bill of Complaint herein, in the words and figures following To wit:

Bureau County Circuit Court, March term 1854

In Chancery

The Separate answer of John G Reed to the Second amended bill of Complaint filed against him together with Charles Atkinson and the Sheffield Mining and Transportation Company, by Edward D Heimp Complainant.

This Respondent, saving and reserving to himself all and all benefit of Exception to the manifold errors uncertainties and insufficiencies of said Second amended bill of Complaint, for answer thereto or to so much thereof as he is advised is material to be answered by this respondent, answering says - That as to so much of said bill as narrates the proceedings in Court in this Cause prior to the filing of said bill on the 16th day of February AD 1854, this Respondent Refers to the records and papers on file in said Cause, and denies all allegations of said bill in that behalf which add to or take from the record - This Respondent admits that previous to the 12th day of July 1851 he did enter at the land

office at Dixon Illinois the East half of the South west quarter of Section 24 T 16 N. R. 6 E. but this respondent denies that he made or entered into a written or verbal contract for the Sale and transfer of the same to said Complainant — He also denies that Complainant furnished the money to Enter the land for Complainants benefit — he also denies that the title to said land was taken in Respondents name for their convenience, and he denies that the land was understood and considered by the parties to be Complainants — Respondent also denies that the instrument set forth in said bill dated on the 12th day of July 1857. was executed by this defendant and Respondent says that he once made an agreement with Complainant to secure the payment of a Debt of Sixty Three dollars, and though the instrument may have been in the form of a title bond, it was intended by the parties thereto as a security for said debt, which debt Respondent afterwards tendered to Complainant with interest in specie, and which Complainant refused to receive — said debt accrued from and was for money borrowed of said Complainant by this Respondent, shortly before the making of said Entry, and after making said Entry this Respondent being desirous of paying said debt, and not having the money, desired said Complainant to take said land in satisfaction of said debt — at first he utterly declined afterwards he said he thought he would take it, but did not positively agree to accept it — afterwards

Said Hemp absolutely declined taking said land as a purchase. but it was agreed between this Respondent and said Hemp, that he should have security on said tract for said debt, and accordingly said Hemp drew up a memorandum for that purpose which this Respondent signed. And this Respondent further answering says that the instrument in writing set out in said bill, and alleged to be a contract between Respondent and Hemp was altered by said Hemp in the following particulars after it was signed by Respondent and without the knowledge or "Consent of Respondent" viz. first, the words "I John G Reed" were inserted in the fourth part of the instrument. Secondly - the word "Three" after "Sixty" and before "dollars" was written over and altered so as to read "five" making "Sixty five dollars" instead of "Sixty three dollars" - Thirdly, the figures "12th" were erased after and put before "July", and the words "July" "I McReed", and "J. G. Reed", were traced with darker ink than that in which they were originally written, and Respondent insists that these alterations render said instrument null and void. - And further answering Respondent denies that said instrument referred to in said bill was either acknowledged or proved or duly recorded in the recorder's office on the Seventh day of July 1852, or on any other day.

Respondent further answering says that on the 24th day of May 1852, as well he might, he made a contract with Charles Atkinson (which is referred to in said

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Atkinsons answer filed in this cause October 15. 1852 and a copy of it attached thereto) and the original whereof when produced respondent prays may be taken as part of this answer) whereby Respondent sold to Said Atkinson Said Tract of land with several others for ten thousand dollars to be paid in sixty days as follows Thirty Three hundred and thirty three dollars in Cash Sixteen hundred and sixty seven dollars in a note at twelve months with six per cent interest, and the balance in four other notes payable in two, three four and five years with six per cent interest, payable yearly, and on the 13th day of July 1852 Said Atkinson paid respondent one hundred dollars of the thirty three hundred and thirty three dollars, and this Respondent endorsed on said agreement an extension of ten days of the time when the balance was to be paid if Said Atkinson wanted such extension.

Respondent further answering says that on the 23^d day of July 1852 or thereabouts this Respondent complied with and fulfilled his agreement with Said Atkinson of the 24th of May preceding, and gave him a deed of said land including the tract in dispute, which deed was duly executed by Respondent, and acknowledged according to law, and filed for record in the records office of said County on the 2^d day of November AD 1852 and received of Said Atkinson the Sum of thirty two hundred and thirty three dollars in Cash, and

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negotiable notes secured by a deed of trust on the property for the balance of the debt, according to the terms of said contract with said Atkinson — ^{Respondent} And admits that said Atkinson conveyed said lands to said Sheffield Mining & Transportation Company as stated in said second amended bill —

And respondent says that the alterations in said instrument mentioned in said bill and admitted by said bill, and also those referred to in this answer, were unauthorized by this respondent, and were made fraudulently by said Complainant after the execution thereof by Respondent — And respondent denies that said Atkinson or said Sheffield Mining and Transportation Company had any notice of any contract between complainant and this respondent in reference to said land —

Respondent further answering denies any and all of the allegations of said second amended bill, which are not already herein admitted to be true — and insists that the same shall be proven, and having fully answered he prays to be hence discharged with his reasonable costs &c. John G. Reed

Filed April 8 1884

by Hickey & Wallace

Edw. Fisher, Clerk

his Solicitors

Edward H Kemp (67)

vs Bill
John G Reed Charles
Atkinson and
Sheffield Mining &
Transportation Company

Now Comes the Complainant
Edward H Kemp by Peters his Solicitor, and files his
Replication to the defendant John G. Reed's answer herein.
in the words and figures following To wit:

The Replication of Edward H Kemp complainant
to the Separate answer of John G. Reed, one of the above defen-
dants to the last bill of Complaint - This replicant having and
reserving to himself all, and all manner of advantage
of exceptions to the manifold insufficiencies of the said
answer, for Replication thereunto saith, that he will
aver and prove his said bill to be true certain and
sufficient in the law to be answered unto, and that
the said answer of the said defendant, is uncertain
untrue and insufficient to be replied unto by this replicant
without this. That any other matter or thing, whatsoever
in the said answer contained, material or effectual in
the law to be replied unto, Confessed and avoided,
Traversed or denied is true, all which matters and
things this replicant is and will be ready to aver and
prove, as this honorable Court shall direct, and prays as in
and by his said bill he hath already prayed -

Filed April 8. 1854 }
E. H. Fisher Clk }

Milton J. Peters

Sol for complainant.

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Shew before The Hon^{ble} Edwin S. Leland Judge
of the Circuit Court of the Ninth Judicial Circuit of the
State of Illinois at the October Term of Said Court, begun
and held in and for the County of Bureau at the Court
House in Said County on Tuesday the Third day of October
in the Year of Our Lord one Thousand Eight Hundred
and fifty four

Present Hon^{ble} Edwin S. Leland Judge

Edmund Mc Fisher Clerk

Samuel Smith Sheriff

Friday October 13 1854

Edmund W. Kemp

vs

Rich

John G. Reed, Charles Atkinson

& Sheffield Mining & Transportation Co.

Now Come the defendants by ^{their}
Solicitor, and on motion of Said Solicitor, a rule is taken on
Said Plaintiff to file his answer to Said defendants Cross
bill filed herein by twenty days from this date, and
on motion of Complainants Solicitor it is further considered
by the Court that Said defendants file their replication
to Said Complainants answer in four days thereafter

On the 24th day of October 1854. the Complainant
by Peter his Solicitor filed his answer to defendants Cross bill
which Said answer is in the words and figures following
To wit:—

To The Honorable Judge of the Ninth Judicial Circuit
County of Bureau and State of Illinois, in Chancery Sitting—

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This Respondent now and all times hereafter, saving and reserving to himself all manner of benefit, and advantage of exception to the many errors and inefficiencies in said Reed's Land Cross Bill contained, for answer therunto, or unto so much and to such parts thereof as this Respondent is advised is material for him to make answers unto - answering Says - That he admits as alleged in said Cross bill, that said Reed on some day prior to the 12th day of July, A.D. 1851. applied to this Respondent to join with him the said Reed and advance money sufficient to purchase one half of a land warrant for one hundred and sixty acres - for the purpose of laying said land warrant on the Quarter Section of which the tract in Controversy is a part and parcel. but the said Kemp positively denies that he declined according to such proposition, but on the contrary Says that he accepted such offer, and in pursuance of the arrangement there made, the said Reed and Kemp went to the land office at Wisconsin and purchased a land warrant for one hundred and sixty acres of land, and located the same on the South west Quarter of Section Twenty four in Township Sixteen North of Range Six East of the fourth principal meridian - that they paid for such warrant the sum of one hundred and thirty dollars - one half which the said Reed paid, and the balance sixty five dollars by the said Kemp. And the said Kemp further answering, Says that had had in view for several months prior to such purchase - the purchase of the East half of said quarter Section, and also an adjoining eighty acre lot, from the United States Government -

and had been saving money for that purpose, with which the said was acquainted - The said Hemp further answering says, that at the time of the purchase aforesaid it was the express understanding between said Reed and Hemp that the tract of land so purchased was to belong, and did belong one half to the said Reed, and one half to the said Hemp, having been purchased with that expectation, by their joint funds as aforesaid -

And the said Hemp further answering says, that he positively denies ever offering to loan the said Reed the said sum of sixty five dollars, or any other sum for the purpose mentioned in said cross bill or other purpose whatever - And further answering he positively denies that he the said Hemp at any time ever regarded the portion of the purchase money which he paid as aforesaid, as a loan to the said Reed - and that all the circumstances connected with the transaction go to rebut any such idea, and that the said sixty five dollars was never paid or advanced to Reed by the said Hemp, never went into the hands of said Reed, but that the said Hemp paid the said sum of 65\$ to Charles Dement, the person of whom they purchased the land warrant of as aforesaid. -

And the said Hemp further answering says, that he positively denies that he ever applied or that any person for him applied at any time to the said Reed, for the payment of the said sum of sixty five dollars, or any part thereof, or that the said ^{Reed} ever offered to convey to the said Hemp the tract of land described in said cross bill, as alleged in said cross bill, and that he the said Hemp ever refused to accept a conveyance

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from Reed. for Said tract of land as also alleged in Said
Cross bill. - And the Said Kemp further answering Says.
that he positively denies ever applying at any time to Said
Reed for some security for the payment of Said Sixty five
dollars as alleged in Said Cross bill - but Says that on
or about the 12th day of July 1851. he the Said Kemp
appeared to the Said Reed to give him the Said Kemp a bond
for and to the East half of the quarter section above described
according to their previous verbal arrangement. and thereupon
he presented to the Said Reed. the instrument of writing set forth
in the Said Kemps 2d amended bill in this cause filed, which
instrument the Said Reed then and there signed and delivered
to the Said Kemp. - And the Said Kemp further answering
Says. that he positively denies that Said instrument was accepted
by the Said Kemp as a security for the payment of the Said sum
of Sixty five dollars and that the Said Reed ever regarded
it in such light, and the Said Kemp Says he accepted Said
instrument from the Said Reed for just what it on its face
purports to be, and that the Said Reed. could have had no
other view of it, and the Said Kemp further answering Says,
that if the Said Reed had been indebted to him for such
sum he the Said Kemp would not have asked any security
whatsoever for its payment, because he Says he believes the
Said Reed was at that time worth several thousand dollars
and that if he had asked Real Estate security or any security
at all he would have taken a mortgage -

And the Said Kemp further answering Says. that as
regards the Sale of Said tract of land as well as other

facts by the said Reed to one Atkinson, and the consideration therefor and by Atkinson to the Sheffield Mining & Transportation Company and the consideration therefor, he knows nothing except what he has learned from the papers on file in this cause. And the said Hemp further answering says, that he would not have loaned the said sixty five dollars, or any other sum to the said Reed to draw only six per cent interest when he could have used was intending to use the money to much greater advantage, that he was intending to enter land with said sixty five dollars to visit the land mentioned in said cross bill, which said Reed well knew by the rise of which in value the said Hemp would realize far more than by loaning the said sum to Reed or any other person. And the said Hemp further answering says if he had regarded said instrument of writing as a security for the payment of money, he would have had the same recorded long before he died and that he did not get said instrument recorded until advised to do so by counsel and until about the time he heard that the said Reed was about to sell said land.

And said Hemp further answering says that he cannot say what said Reed told said Atkinson in regard to said instrument, or whether he mentioned the same, but said Hemp does say that said Reed could not have regarded said instrument as he now pretends to, in the light of a mere incumbrance on the land therein mentioned, which he could remove at his pleasure as alleged in said cross bill. And the said Hemp further answering says he believes the said Reed would now prefer to consider said

instrument as an encumbrance or security, because it would be to his interest to have it so deemed to be, inasmuch as the land therein mentioned has very much increased in value, and is worth much more than the sum of sixty five dollars and interest and further believes that if said land had not so risen in value, said Reed would have been perfectly willing to have conveyed the same to the said Hemp, in accordance with the verbal arrangement aforesaid, and in accordance with the said instrument of writing, and the said Hemp says that all matters and things in said cross bill contained which is not answered unto by said Hemp, this Respondent denies, and the said Hemp having now fully answered the said cross bill of the said Reed, prays hence to be dismissed with his costs in this behalf expended.

Edward H Hemp

State of Illinois

Bureau County ^{ss.}

I J. B. Thompson Clerk of the County Court within and for ^{the} said County and State aforesaid do hereby certify, that on this 21st day of October A.D. 1854, appeared before me Edward H Hemp, whose name appears to the foregoing answer, and being by me duly sworn on Oath Says, that so much of the foregoing answer as purports to be of his own knowledge, is true and so as the same is from his information or otherwise he believes to be true — In witness whereof I have hereunto set my hand & the Seal of said Court this 21st day of October 1854,

J. B. Thompson



Filed October 24 1854 }
to Mr Fisher CLK }

Clerk

(74)

On the 27th day of October A.D. 1854 Came John G Reed
by Wickey & Wallace his Solicitors and filed his Replication
to the Answer of Edward W Hemp filed herein, in the
words and figures following To wit.

State of Illinois In the Circuit
Bureau County, Ill. In. Chancery
Edward W. Hemp

John G. Reed et al

The Replication of John G Reed. to
the answer of the said Edward W Hemp. to the Cross bill
of the said John G Reed.

This Replicant ^{and Reserving} saving to himself all and
all manner of advantage of advantage of Exception
to the manifold insufficiencies of the said answer for
Replication thereunto saith that he will aver and prove
his said bill to be true, certain and sufficient in the
law to be answered unto, and that the said answer of the
said Edward W Hemp is uncertain, untrue, and insuffi-
cient to be replied unto by this replicant without this, that
any other matter or thing whatsoever in the said answer
contained material or effectual in the law to be replied
unto, Confessed and avowed, traversed or denied is true,
all which matters and things This Replicant is, and will be
ready to, ^{aver and} prove as this Honorable Court shall direct, and
prays, as in and by his said Bill he hath already prayed

Filed October 27 1854

John G. Reed

Edw Fisher

by his Solicitors Wickey & Wallace

[75-]

Pleas before the Honorable Edwin S. Seland Judge
of the Ninth Judicial Circuit of the State of Illinois, at the
January term of the Circuit Court begun and held at the Court
House in Princeton within and for the County of Bureau
on Tuesday the Ninth day of January in the Year of Our
Lord One Thousand Eight hundred and fifty five
In Chancery Sitting Present Hon.^{ble} Edwin S. Seland Judge
Edward M. Fisher Clerk
Stephen G. Paddock Sheriff

Edward W. Hemp

vs

John A. Reed and

Charles Atkinson & al.

Be it Remembered that Complainant
moves to set this Cause down for hearing upon bill answers
Replications and proofs — to which Defendants object —
thereupon the Court sustains said motion and orders the
same to be heard — thereupon after the reading of the
proofs on file — by the agreement of the parties — it is
ordered that this Cause be taken under advisement
by the Court — the same to be argued before his
Honors at Chambers in vacation —

Filed before the Hon^{ble} Edwin S. Deland judge
of the Ninth judicial Circuit, of the Circuit Court
of the State of Illinois, at a term of said Circuit
Court, within and for the County of Bureau, begun
and held at the Court House in Princeton in said
County on Tuesday the Twenty Seventh day of
March in the Year of Our Lord One Thousand Nine
Hundred and fifty five. In Chancery setting -

Present Hon^{ble} Edwin S. Deland judge

Edward M. Fisher Clerk

A. G. Paddock Sheriff

Edward H. Hemp

vs

John H. Reed Charles Atkinson
& Sheffield & Mining Transportation
Company

Bill in

Chancery

I Edwin S. Deland judge of
the 9th judicial Circuit in the State of Illinois, do hereby
Certify, that the following was all the testimony produced
upon the hearing of the above cause vis. Certified copy
of the Recd Marked A. Depositions of George Paddock
John Shank, & Parmelia Shank. Marked B. Deposition
of Henry T. Noble. Marked C. Depositions of Jasper Hemp
& Edwin S. Humphrey. Marked D. Deposition of James
Mc Reed. Marked E. Depositions of Peter Thompson
& Fitchue Cummings Marked F. Depositions of David
C. Stevens & Edward H. Hemp. Marked G. Deposition of
George M. Stone. Marked H. agreement between Reed &

Atkinson Marked J. Deed from Reed + wife to Atkinson
 Marked J. Deed from Atkinson to Sheffield Mining +
 Transportation Company. Marked K. agreement between Peters
 for Camp + Grant + Whitaker for Atkinson + Sheffield Co.
 Marked L. affidavit of Brama Marked M. Edward M.
 Fisher was sworn in open court, and testified orally on the
 hearing that he was acquainted with the defendant
 John G. Reed. That he had seen him write three or
 four times, and upon the signature purporting to be
 that of said J. G. Reed to the Bond, from said Reed to
 complainant Marked H. being shown to him, said the
 preponderance of his mind was, that the signature was
 in the hand writing of said Reed. Joseph S. Taylor
 also testified orally that he was the Solicitor in this case
 for the defendant Reed only, and acted only for him in
 taking the depositions in this case. The said Bond was also
 read in evidence - The Clerk in making up the Record
 for the Supreme Court, will incorporate all the above
 in the same - done in open Court. C. S. Seland Seal

Filed April 7 1855
 C. M. Fisher clk

Judge &c.

Certified Copy of Record marked A.

Grantor	Grantee	Date of	Time of filing	NO	Description	Instrument
J. G. Reed	C. H. Camp	July 12, 1851	1852, July 9, 3 PM	1335	3/4 Sec. 24, T. 6. 6	Bond

335- Therefore all men by these presents That I S. G. Reed. for and in
 Consideration of the Sum of Sixty five to me in hand paid by
 E. W. Hemp. I do bind myself my heirs and administrators by
 these presents unto Edward W. Hemp his heirs or assigns or
 administrators in the penal Sum of Five Hundred Dollars
 to make and deliver unto Said Hemp a good & sufficient
 Deed of the East half of the South West quarter of Section
 Twenty four Township 16 North 6 East in Boone County
 Mo. as soon as the Deed can be Obtained from the general
 Land Office. In witness my hand this 2nd July 12
 of 1851. S. G. Reed.

State of Missouri

Boone County Mo. I Edward M. Fisher Clerk of the
 Circuit and Ex officio Recorder in and
 for Said County do hereby certify that the above is a true
 copy of the entry and filing of the above bond from S. G. Reed
 to E. W. Hemp. as made in the hand writing of Justin H. Olds.
 the then acting Recorder of Said County, at the date of such
 filing & entry, that the same is entered in Entry Book No 4.
 of the Boone Records in the manner as above described. except
 the heading which is not used on the page that said entry is made
 on, but is used in the hand writing of Justin H. Olds. as a heading
 on other pages preceeding in the same book - & the page upon
 which this entry is made is ruled to correspond with the
 heading & the practice of the Recorder has been not to extend
 these headings upon each page, but said previous
 headings are considered to be extended to each page.

I further certify that the foregoing is a true copy of the Record of the paper marked (A.) & used in evidence in a Cause now pending & undetermined in The Bureau Circuit Court. wherein Edward M. Fisher, is Complainant, and John G. Reed & Charles Atkinson are Respondents, as Recorded in Book C. of mortgages. page 296. I further certify that on the back of the Original Bond there is a Certificate in the hand writing of the said Justin H. Olds, as I verily believe, in the words and figures following to wit. The foregoing instrument was filed for Record July 9th 1852. and duly Recorded in Book C. of mortgages, page 296.

J. H. Olds Recorder

Given under my hand and the Seal of said Court at Princeton in said County, this 28th day of September.

4th 1853. Edward M. Fisher

Clerk & Recorder



Grantor	Grantee	Date of	Time of filing	No	Description	Instrument
John G. Reed	Chas Atkinson	July 22, 1852	12:30	6294	SE 1/4 13. 8 1/2 NW 1/4 14. 8 1/2 NW 1/4 15.	
					SW 1/4 14. NW 1/4 15. SE 1/4 16.	
					16. A C E.	

State of Illinois

Bureau County, Ill.

I Edward M. Fisher Clerk of the Circuit Court and ex officio Recorder of said County

do hereby certify that the above is a true copy of the entry & filing of the above deed in relation to the tracts above set forth as entered & filed for record in entry Book No. 4. of the Bureau Records, except the heading which is not used on this page or

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which said entry is made but is used on previous pages of the same book in the hand writing of Justin H. Olds, as I verily believe who was at the date of said filing, Clerk of the Circuit & ex officio Recorder of said County. I further certify that the two foregoing entries of the land from Reed to Hoemp & the W. Reed from Reed to Atkinson are the only entries of the E. 1/2, S.W. 24. 16. G. as appears of Record in my office in which John G. Reed is a party.

L S

Given under my hand and the Seal of
said Court at Princeton this 28th day of
September A.D. 1853. Edward M. Fisher
Clerk & Recorder

Depositions of George Paddock John Shank
& Pamela Shank marked B.

The depositions of George Paddock, John Shank & Pamela Shank, witnesses produced, sworn and examined before Edward M. Fisher, Clerk of the Circuit Court in and for the County of Bureau and State of Illinois on the 18th day of July A.D. 1854, at said Clerk's office in the Court House in Princeton, in said County, in pursuance of the attached notice, to be read as evidence on the trial of a certain Suit in Chancery, now pending and undetermined in the said Bureau Circuit Court, wherein Edward W. Hoemp, is complainant, and John G. Reed, Charles Atkinson, and The Sheffield Mining and Transportation Company, are Respondents, on the part and behalf of the said Complainant,

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The said George Paddock, John Shanks & Pamela Shanks, being first duly sworn according to law deposited and said, in answer to the several interrogatories propounded on the part of the said complainant, as follows viz. Peters & Fenwell attending as Counsel for Camp^E S. S. Taylor atty appearing for J. G. Reed.

Deposition of George Paddock

- Int 1 Have you acted as deputy Recorder in the Recorders office of Bureau County Illinois-
- Ans I have.
- Int 2 Are you acquainted with the Recd Books kept in said office
- Ans I am acquainted with those which have been made up to the time of my leaving the office-
- Int 3 Who was the acting Recorder of said County during the Year 1852 up to Dec 1st 1852.
- Ans J. H. Olds.
- Int 4 Are you acquainted with his hand writing
- Ans I am.
- Int 5 Look at the Index Books kept in said Recorders office and Read all the entries of Bonds deeds & Other instruments of writing affecting the title made by defendants, which have been filed for Recd in said office, on the E & W. Sec 24. 16 N 6 East 4th T. 10. and State in what books you found said Entries, & where were said Books, and who had the custody of them, & give an exact copy of all said Entries.
- and I found said Entries in the Entry Book No 4. said Book

Objected to by Defs Counsel

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was in The Recorder's Office of Bureau County, and was in the Custody of Said Recorder. The witness here produced 2 exhibits marked A. & B. as having been made by him as an exact copy of said Entries

Grantor	Grantee	Date of Instrument	Time of filing
John G. Reed.	E. D. Kemp	July 12. 1851	July 9. 1852 3 P.M.

Number 1335 - Description of property Conveyed
E 1/2 SW 24. 16. 6.

Kind of Instrument - Bond.

This is Exhibit "A." & Referred to by the witness George Paddock.

Grantor	Grantee	Date	Time of filing
John G. Reed	Chas. Atkinson	July 22. 1852.	Nov 2. 1852 1 P.M.

Number

6294 Description of property Conveyed
SE 1/4 SE 13. E 1/2 NE 24. E 1/2 NW 24. E 1/2 SW 24. N 60 a
E 1/2 SE 24 all 16 N 66. NW 18 NW 19
NW 19 NW SW 19 = 16 N 7 E
also 1/2 of Coal in S 20 a E 1/2 SE 24. NW 26
24. 16. 6

Kind of Instrument N. Deed.

This is Exhibit "B" and Referred to by the witness George Paddock.

Int 6 Look at the Books of Records in Land Office and State whether you can find any other instruments of writing touching the title to said Real Estate made by said Reed. Recorded during the year 1852 or previous

Ans Upon looking at the Books. I cannot find any such other conveyances. George S. Paddock

Deposition of John Shank

Int 1 What is your name, age, and Residence

Ans My name is John Shank. I am Fifty Two years of age. I reside in Bureau County. Conced.

Int 2 Are you acquainted with the parties to this suit.

Ans Yes Sir.

Int 3 What if any thing did Reed, ^{one of the defendants} tell you, about entering the land in regard to which this suit was instituted.

Ans He said they put the money together and entered the land. Mr Reed. told me he gave Mr Kemp. a bond for 80 acres the half of it. & James Reed signed it. he also stated that he had calculated to give Mr Kemp a deed. for that land. Kemp signed his. Reeds. name to the bond. where he ought not to. Reed. told me that he signed his name in the Bond himself. then after they got out with one another he swore he shouldnt have the land. to the further extent of the law. and if he got it, it should cost him the worth of the land. Reed said Magill. got in the land office at Dixon before them. and laid a warrant on the same land. Reed said he scared Magill. out of it.

and McGill. laid his warrant on another piece. So Mr Reed. & Mr Hemp. laid their warrant on the piece that McGill. had first. That is all but the money part. That, I Couldn't tell for certain. it was Sixty or Sixty five Dollars that Hemp. put in.

Int 4 What did Reed Say in Regard to the Deed or patent being Issued in his Reed. name. if anything.

Ans He said he got the land in his own name. & then gave Mr Hemp. a bond for a deed for his half of it.

Int 5 What did Reed tell you if anything about executing the bond or agreement, upon which this Suit is brought

Ans The Conversation there was. the bond that he gave Mr Hemp. for the deed, was that he should have a deed for it. he should have his Rights. That is about all I can recollect.

Int 6 Did Reed admit or deny. That he had Executed a bond to Hemp. for that Piece of Land in Controversy.

Ans He told me he had given a bond for that piece of land: and signed it.

Int 7 What did Reed Say about his lawing with Hemp.

Ans He said after he had given the Bond, and had got to be bad friends. he said he shouldn't have the land. he would put him to the furthest extent of the law, and it should cost him all it was worth if he got it.

Int 8 Are You acquainted with James Mc Reed, or J. Mc. Reed.

Ans I was. what little time he was there. and done considerable of work for him before he went to Oregon.

Int 9 When did said James Mc Reed. leave for Oregon.

Ans He left in Eighteen Hundred & fifty one or Two. I am not -

Certain. he left two years ago. last Spring.

Int 10 Have You seen him, or heard of his being in this State since

Ans No Sir.

Int 11 Are you acquainted with the hand writing of Saul James McReed

Ans Yes Sir I know it when I see it.

Int 12 Have you seen any correspondence purporting to come from the Saul James McReed, if so. State in whose possession was the same, and where did it purport to come from

Ans I saw a letter, Green Reed had it, & Read it in my presence, from Lane County I think, not certain - Oregon Territory -

Int 13 Is that the Signature of James McReed, marked A. Signed to that agreement, as a witness -

Ans Here the witness pointed to the name of S. Mc. Reed, & the name of S. G. Reed, & said Either ~~the~~ one or the other was his signature but couldnt be certain which, he hadent his Spects & couldent see very well.

Crop Examination

Int 1 Who was present when this conversation took place & when did it so take place.

Ans It took place in my shop, my wife was present. It is more than I can tell what time it was. Shortly after they came from Union, a week or two -

Int 2 Is this the only conversation that you had with Reed, on the subject.

Ans No Sir, it was half a dozen times he told it in the house and in the shop both.

Int 3 When were the half dozen times.

Ans It was along in a few weeks a month or so that, That Conversation was.

Int 4 Qs you mean in a few weeks after the first Conversation

Ans Yes Sir.

Int 5 What Connection are you to the Plaintiff

Ans I am a brother in law.

Int 6 Who were present when this Conversation was had a half dozen times.

Ans My wife was present twice. That I am certain of. There might have been some one present. the other times. but I don't Recollect that there was.

Int 7 Was Charles Atkinson ever present. at any of said Conversations.

Ans No Sir.

Int 8 Did you ever see James Mc Reed write.

Ans I never see him write but I see the writing he had done.

Int 9 How do you know he wrote it.

Ans I don't know. I saw a letter that they said he wrote. I saw other writing that I supposed was his writing -

Int 10 Did you ever Read that letter -

Ans Green Reed Read it in my presence of me and my wife and I took the letter and looked at it all over.

Int Did you ever see him write or see any writing that he admitted to be his -

Ans No not particular. I see his writing. it all corresponded together. let write it who would.

Int 11 Did you not swear on a former examination in this case that you were not acquainted with J. S. Reeds. hand writing -

his Reeds name on it without his being present. he said he took it down to Mr Kinney, & Kinney told him to carry it back, or send it back to Kemp. It made no matter. Mr Reed had wrote his name at the bottom of it. he said that his Cousin, J. M. Reed, told him, that was the right way to do Business, to give a bond. One or the other of them might be taken off, and then there might be a difficulty, at another time he met Mr Kemp, a little piece above our house they stood and talked some time. then Reed came down to the house, & I spoke to him & said you & Mr Kemp has had a long talk, he said they had, talked their affairs over, & said Kemp needent be afraid, he would do what was right, and give him his part of the land. that they had entered together, he didnt want but one 80. that is all I remember at present.

Int 4. Did you understand from Reed where this land was situated & how much of it that he Reed, was to convey to Kemp.

Ans. He did. But I cant remember where it was. Reed said that Kemps 80. would join the land he got away from old Mr Humphries. I think that he said it laid between Reeds old farm, and the Humphries land. I dont know exactly, he said they were to have 80 acres a piece of the land they entered together.

Int 5. How near do you reside to Mr Kemp, & Mr Reed, & how long have you resided there.

Ans I Reside from 3 to 3 1/2 miles from Mr Hemp. I presume 5 miles from Mr Reed. I have resided where I now live. Since the 7th of last November.

Int 6 Have you ever known or heard of Hemp & Reed having entered any other land. or having any controversy about any other land. that Hemp claimed of Reed. except the land land in controversy in this suit.

Ans - I have never heard on any only this one piece -

Int 7 What if anything did Reed tell you about his executing the bond or agreement. on which this suit was brought.

Ans He said he gave him a bond for a deed & Hemp went & wrote his Reed's name. where he had no business to.

Int 8 Did you or did you not ask Mr Reed if he had not signed the bond. in that said conversation -

Ans Yes Sir. I asked Mr Reed if he didn't sign his name to it. he said he had at the bottom of it. But Hemp put his name at the top when he was not present.

Int 9 In this conversation about the land. what land did you understand that the bond referred to.

Ans To the land that him and Mr Hemp. had went to the land office. and laid the warrant in.

Int 10 Did you ever hear Reed say. how much money Hemp. had given toward the purchase of the land.

Ans No Sir. I don't think I ever heard him say.

Int 11 What did you hear Reed say about his leaving with Hemp.

Ans He said he would leave him to the extent of the law.

Cross Examination

Int 1 What connexion are you to Mr Hemp.

Ans Hemp. is my brother in law by marriage. he married my sister.

Int 2 State when these various conversations, with Reed, of which you have testified to, took place, and who were present.

Ans I couldnt tell exactly. it was two years ago. One time was when him & Mauder, had their trouble. One time that he talked, Matilda Skinner was present. Mr Atkinson. never was present.

Int 3 Have you testified the same way now. That you did before

Ans I knew in a good many things. I dont know that I have word for word.

Int 4 Did you testify before in your former Examination anything about the conversation between Reed, and Hemp, near your house, or what Reed, told you of Hinneys Opinion.

Ans I think I did about Mr Hinneys Opinion. I dont know that I did, about Reed & Hamps, conversation near the house.

Int 5 When did that conversation between Reed & Hemp, near your house take place.

Ans. I think think it was last of August 1852.

Int 6 Do you know when Reed, made the deed of this land to Atkinson.

Ans. No Sir I dont.

Int 7 Do you know whether there was any difficulty between Reed, & Hemp, about it until after he made the deed to Atkinson.

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Ans. I don't know whether they were in law or not, but I know there was a good deal of talk & scolding -.

Int 8 Madam, did you not in your previous examination, in speaking of the bond that Reed took to Quincy, say that Reed, to push Kemp, to the extent of the law, for using his name and that he was going to take the land down to Quincy, for that purpose, and that you asked a few days afterwards if he could do any thing with Mr Kemp, about it, & that Reed, said in reply, that Quincy told him to take it back to Kemp. You don't know which.

Ans. I didn't say, that he said, he took it to Mr Quincy to push him, he took it to see what could be done I think.

Int 9 What Commission are you to John Shunk.

Ans. He is my husband, & I am his wife.

Int 10 How there been any unkind feeling between your family and Reed.

Ans. There hasent been any on my part. I don't know what there has been on his.

Int 11 How there been any neighborhood between your family & Reed for one or two years past, & is there any now.

Ans. We have not neighbored any for a year & a half or two years. we live too far apart.

Int 12. objected Are there not other causes.

Ans. Not that I know of. I have nothing against them on my part. I don't know what they have.

Int 13 When did you inform Kemp first what you would swear to in this cause.

Ans. I think it is about a year ago. ^{her} Fervelia x Shunk
mark

State of Illinois

Bureau County

Edward M. Fisher Clerk of the
Circuit Court, in and for said County, in
the State aforesaid, do hereby certify that the foregoing
depositions of George Paddock, John Shank, & Pamelia
Shank, was sworn to and signed by the deponents before me
and in my presence, and that the said Depositions were
taken by me, on the 17th day of July 1854, at my office in
the Court House in Princeton, between the hours of 4 o'clock
A.M. & 5 o'clock P.M. of said day.

In testimony whereof I have hereunto set my
hand and the Seal of said Court at Princeton,
in said County this 17th day of July A.D. 1854.

Edward M. Fisher Ck.

Deposition of H. J. Noble, marked C.

State of Illinois

Lee County

Edward B. Hamp

vs.

John G. Reed

Charles Atkins &

Sheffield Mining &

Transportation Company

In the Circuit Court of
Bureau County, Illinois

The deposition of Henry J. Noble of the
County of Lee, and State of Illinois, a witness produced
sworn, and examined on the part of the Complainant
in the above entitled cause, before me Isaac S. Boardman

Clerk of the Circuit Court, in and for the County of Lee, and State of Illinois on the 7th day of October A.D. 1854. (The Taking of which deposition was adjourned from day today on account of the Sickness of the witness, from the 25th day of Sept. 1854) to be Read in evidence on the trial of the above Entitled Cause, in said Court.

Messrs Peters & Farnell for Compt.

Henry J Noble, being first by me duly sworn according to law, in answer to the Several Interrogatories herein after following doth depose and say.

Int 1st What is Your age, Occupation and residence.

and My age is twenty five Years. my Occupation is that of a Land agent. I reside at Dixon Lee County Illinois.

Int 2 Have you been employed in the United States Land office at Dixon Illinois. If so when, and how long.

answer I have been so employed. Was employed there from 1851. to April 1853.

Int 3 How the Patent or deed, from the United States, to the E/2 of the NW 1/4 of Sec 24, Township 16 North of Range 6 East of the 4th P.M. arrived at the Land office at Dixon Ills for the patentee John G. Reed?

answer It has arrived.

Int 4th When was said deed, or patent received, and how do you know it has been so Received, and all you know about it.

answer Witness Cannot give the date of its Receipt: but it came to the Land Office with the letter of The Commissioner of the General Land office bearing date December 26th 1854, which letter was acknowledged by The Register at this place.

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under date of Jan'y 17th 1852. The patent must have been Received between the two dates aforesaid.

Inty 8th

State what you know of any thing. about one Thomas McGill. having applied to enter this tract. before and on the same day it was entered by John G Reed. & State what the record shows on that subject. and also whether the record shows That McGill. entered any other piece on the same day.

Answer

Witness knows nothing of McGill's applying at any time to enter this tract. - The Record shows nothing on the subject Thomas McGill entered the W¹/₂ of the N.W. ¹/₄ of Sec 24 Town 16. R. 6. E. on the same day That Reed. Entered. the E¹/₂ of the SW ¹/₄ of Sec. 24. Town & Range aforesaid. which was under date of January 27th 1854. as appears of Record in said Land Office Henry T. Noble
State of Illinois }

Lee County } H. I. Isaac S Boardman Clerk of the
Circuit Court for the County of Lee. and State
of Illinois. do hereby certify that the foregoing deposition
of Henry T. Noble. was sworn to and signed before me
by the said deponent. and that said deposition was
taken by me at my office in Union in said County
and State. on the Seventh day of October A.D. 1854.
between the hours of 9 O'clock A.M. and 9 O'clock
P.M. of said day. the taking of which deposition had
been adjourned from day to day from the 25th day of
September 1854. on account of the inability of the witnesses
to attend in accordance with the two Exhibits marked "A" & "B".

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+ "B" hereto attached. That I wrote down the said
interrogatories together with the answers of the witnesses thereto
in the order in which they were proposed and answered.

In witness whereof I have hereto set my
hand and affixed the seal of said Court.
at Dixon this seventh day of October A.D.
1854. J. S. Boardman Clerk

Depositions of Jasper Hemp & E. S. Humphrey.

Marked "A".

The depositions of Jasper Hemp and Edwin
S. Humphrey, of the County of Boone and State of Illinois
witnesses produced and sworn, and examined before
Edward M. Fisher, Clerk of the Circuit Court of Boone
County, in the State of Illinois, on the 1st day of Septem-
ber A.D. 1854, at the Court House in Princeton in said
County, in pursuance of the notice hereto attached, to be
read as evidence in the trial of a certain suit in Chan-
cery, now pending and undetermined in said Circuit
Court wherein Edward S. Hemp is complainant, and John
S. Reid Charles Atkinson and the Sheffield Mining &
Transportation Company are respondents, on the part and
behalf of the said complainant. The said Jasper Hemp
& Edwin S. Humphrey being first duly sworn, according
to law, depose and swear in answer to the several
interrogatories propounded on the part of the said complainant
as follows To wit.

Deposition of Jasper Hemp.

Int 1st

What is your name, age & place of Residence.

Ans My name is Jasper Hemp. Ill. be 19 years of age this 25th of next August. I reside in Bureau Co. Ill. Mineral Township.

Int 2

to serve

Did you ever attempt a written notice on the defendant Reed. if so. what was the notice. and when was it. and what did he do. and what did you do.

Ans Yes Sir. here the witness was shown Exhibit marked (B) in his former deposition and says that it is the notice he attempted to serve on Reed. It was sometime in the winter of 1853. dont know what month. Two or 3 days after the date of it. he didnt do anything. as I know of particular. I took out that notice that was in my pocket. I said to him. here is a paper that father sent to you. He told me to go home with my paper. I went home with it.

Int 3. Did Reed ask you what that paper was about.

Ans No Sir he did not.

Int 4. Had Reed known you and your father before this.

Ans Yes Sir.

Int 5. Who Requested to take that paper to Reed.

Ans Father.

Int 6. State what you know if anything. about Reed and your father entering the land in controversy.

Ans I know nothing more than what I have heard them say.

Int 7. What did you hear Reed say about the time they entered the land.

Ans It has been so long I cant remember.

Int 8 Did you ever hear of their entering more than one piece of land together in Boone County.

Ans I dont Remember as I did.

Int 9 Did you ever hear or know of their having a controversy about more than one piece of land. in Boone County.

Ans I dont Remember as I do.

Int 10 Did you ever know or hear of there ever being more than one bond. or agreement. between your father and Reed.

Ans No Sir I never heard of but one.

Int 11 Did you ever know or hear of there being any controversy between your father and Reed. concerning lands. except the one involved in this Suit.

Ans No Sir I dont know as I ever did.

Jooper S. Kemp.

Deposition of Edwin S. Humphrey.

Int 1 What is your name, age, and place of Residence.

Ans My name is Edwin S. Humphrey. my age is 45. I Reside in the Town of Mineral. in Boone County. The same Township in which this land is in. that is in controversy.

Int 2 Are You acquainted with the tract of land. that is in controversy in this Suit.

Ans The tract of land that I suppose to be in controversy. is the East half of Sw. qr Sec 24. 16. 6.

Int 3 What is the Character, Quality, and Situation of this tract of land.

Ans It would be call'd Rolling prairie land. I should judge it is situated about a mile Southwest of Sheffield.

from The Character of The Country around about. and the
situation of that lot. I should judge there was Coal on the
most of it. They have dug coal within a quarter of a
mile from it.

But 4. If Kemp possessed the undisputable fee simple title to this
tract of land what could he probably sell it for.

Ans I should think he should not have any trouble to get
\$1200. for it & perhaps \$1500. and may be more. I
shouldnt think strange if he could get more.

Edwin S. Humphrey.

State of Illinois }
Bureau County } ss

I Edward M. Fisher Clerk of the Circuit
Court in and for said County. do hereby
Certify. that the foregoing depositions of Jasper Kemp. and
Edwin S. Humphrey. were sworn to and signed by the depon-
-ents. before me and in my presence. and that the said
depositions was taken by me on the first day of September
A.D. 1854. at my Office. in the Court House in Princeton
in said County of Bureau. between the hours of nine o'clock
A.M. and Sunset of said day.

S. S.

Given under my hand and the seal of said
Court at Princeton in said County. this first
day of September A.D. 1854.

Edward M. Fisher *clerk*

Deposition of James M. Reed Marked Co.

Territory of Oregon Linn Co. ss.

Deposition of James M. Reed produced sworn and
examined by me John Linn a Justice of the Peace

for Lin Co. in the suit of E. D. Hemp versus John G. Reed, and Charles Atkinson, of Bureau County, State of Illinois the Twenty Second (22) day of Nov A.D. 1853 at my office in Albany. The said James M. Reed, being forty three years of age last July, being produced sworn and examined on the part of the defendant. Deposeth as follows.

Int 1st What is your name, age, occupation and place of Residence?

Ans James M. Reed, Forty Three last July, Farming, Albany Precinct, Lin Co. Oregon Territory

Int 2^d Are acquainted with the parties, and how long have you known each of them.

Ans I am acquainted with E. D. Hemp and John G. Reed, but I am not acquainted with Chas Atkinson. I was acquainted with Hemp, Six or seven months. I have always known Reed, from his boy hood.

Int 3^d Are you or are you not the same James M. Reed who subscribed as subscribing witness - a certain bond or writing - between John G. Reed and Edward D. Hemp touching the East half of the South West quarter of Section twenty four, in Bureau County.

Ans I signed a certain writing as witness between Reed and Hemp, in the Summer of 1851, but do not Recollect to the number of the Section, but think it was in or near Section Twenty four.

But 4th Did you ever Sign ¹⁰⁰ as Subscribing witness any other agreement between Said Kemp and Reed, about land, if so. State when and where, and what land - such other Contract related to -

Ans I never Signed any other Contract between them.
But 5- At the time of Signing Said Contract, what was said if any thing, between Said John G Reed, and Said Edward K Kemp - as to whether it was intended by the parties as a Contract of purchase - or was intended only as a Security to Kemp, for the payment to him by Reed, of money before that time advanced or lent to Reed, by Kemp - State fully all that you know about it, and all that was said by Kemp - on the Subject, at that time, or any other time, or by any one else in Kemps presence, and if spoken by some one else in Kemps presence - State what reply if any Said Kemp made on the Subject.

Ans At the time the writing was Signed between them there was something said, but do not Recollect what it was. There was something said that he Kemp, wanted it freed in case of either ones death - that is all I can Recollect of hearing said between them, after that time I never heard anything said between them about it I never heard it spoken of by any one else in Kemps presence, after that time, at another time Kemp said to me alone that he did not know but he had better take my evidence, as he did not

Know but what they would have trouble in settling their business - I never heard what the contract was at the time, and do not know what the money was intended for

But B

Did you at the time say anything about the bond, or contract, not being of force - or not being right, and state particularly, if you recollect the points in which you considered it ought to be altered, and what was the wording of the bond, or agreement when you signed the same, and particularly whether John G. Reeds name was written in the body of the bond or not, and whether Kemp did not give his word to Reed, in relation to said agreement and to what effect.

and

I did. I said to Kemp that I did not consider it a good bond, because there was no person bound - That Reeds name was not in the bond, where it should be, do not recollect any other points about the bond, do not recollect anything about the wording of the bond, only that it was similar to other bonds, I do not think Reeds name was in the body of the bond at all. There was something said about the agreement but do not recollect what it was, it appeared to be satisfactory to the parties, but know not what the agreement was -

James M Reed

I John Commer, Justice of the Peace for Clin Co Oregon Territory, do Certify that James M Reed,

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sworn by me to testify the truth. the whole
truth. and nothing but the truth. and that the
deposition by him Subscribed. was reduced to
writing by me and taken this twenty second
day of Nov Ad 1853 as first mentioned.

John Conner Seal

It is private Seal for want of a public as
justice of the peace for Lin Co Albany Precinct
Oregon Territory.

Depositions of Peter Thompson and
Fitchue Cummings. Marked "F"
The depositions of Peter Thompson, Fitchue
Cummings Witnesses produced sworn and exam-
ined. before Edward M. Fisher. Clerk of the Circuit
Court. in and for the County of Boone, and State of
Illinois on the 12th day of September Ad 1853. at
said Circuit Clerk's office in the Court House in
Princeton, in said County and State. in pursuance
of the notice hereto attached bearing date August 27th
Ad 1853. to be read as evidence. on the trial of a
certain suit now pending and undetermined in the
said Boone Circuit Court. on the Chancery side thereof
wherein Edward H. Kemp. is Complainant, and
John G. Reed. and Charles Atkinson are defendants.
on the part and behalf of the said Complainant.
The said Peter Thompson & Fitchue Cummings.
being first duly sworn according to law & depose that

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and faith in answer to the several interrogatories propounded on the part of the said Complainant, as follows.

Deposition of Peter Thompson

Int 1st What is Your name, age, and place of Residence.

Ans My name is Peter Thompson. I am aged Forty Two Years, my Residence is in the Town of Mineral, in Bureau County Illinois.

Int 2 Are you acquainted with Edward W Kemp, John G. Reed, & Charles Atkinson, parties to this Suit, if Yes. State how long you have known them severally.

Ans I have been acquainted with Edward W Kemp & John G Reed, about Eight Years, I am not acquainted with Charles Atkinson.

Int 3 Look on the paper writing marked "A" & State what Reed the Defendant, told you about having signed said instrument -

Ans Reed never told me anything about this writing. we went to Kemps. Reed & myself, & Reed, asked Kemp, for a copy of it. Kemp said he would give him a copy. Reed said he wanted him to do it then Kemp, was in the field at that time. Kemp was Raking Oats, & Raked a little while, & Reed told him a second time, he wanted a copy then. they then went to the House (Kemps) House. together. They went into the house, & Kemp went to show him a copy, the next thing I saw, Reed with the instrument marked "A" in his hand.

Just before this I heard Reed say. HEMP I did not think you would do that. That you had fazed there. Then Reed gave the instrument marked "A" to me. Then Reed, walked back toward HEMP in the Room. Then back to me, and took the writing and came to me again, + gave me the writing + told me to keep it.

Int 4. Where about in, in the instrument did Reed point, when he said HEMP had fazed there.

Ans When he brought the writing to me, he put his finger on the top of the writing to the left side where S. G. Reed was written.

Int 5 Did not Reed in that conversation admit, that he had signed his name at the bottom of the instrument.

Ans There was nothing said about the bottom. HEMP said didn't you sign something. Reed said if he did, that interlining wasent in, or he didnt sign it with that in.

Int 6 What did Reed the Defendant, ever state to you about having got the deed, or Patent, for the land in Controversy between him and HEMP.

Ans He said, that I could tell HEMP, that he had got that deed now, and that he could go ahead.

Int 7 At what time was this.

Ans I dont know what time it was. It was about a year ago or not so long.

Exrops Interrogatories Interrogatories on the part of the Defendants.

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Int 1st You dont mean to say do you, that Reed over told
You that he had signed the instrument mentioned in
Your examination in Chief. —

Ans Hee never did, only what he said at Kemps, not as I
mind of.

Int 2 Did not Reed ask Kemp, if he Kemp, had not
dated it again.

Ans I dont Remember about his asking him that, about dating
it, but he asked him what what he put it there for,
that interlining. Kemp said that Reed said that his
name ought to be above.

Int 3 Did not Reed say in the first instance, that the bond,
was of no account, and that it wanted his name in
the free part of the bond, and the date at the bottom
to make it good.

Ans Hee did not at Kemps, there that day.

Int 4 Did not Reed say in the presence of Kemp, that he
Kemp, had altered the bond, + if so what did Kemp
say.

Ans I dont Remember any thing of that.

Int 5 Did Reed ask Kemp on that occasion, why he had
altered the bond, and if so, what was Kemps reply,

Ans I dont mind Reeds saying any thing about the bond,
only what he said about what he wrote that Interlining,
for Kemp said. Reed said, his name ought to have been
above.

Int 6 What Reply did Reed make to that.

Ans Hee said I didnt tell you to put it there.

Additional on the part of Complainant.

Int 1 Did not Reed in that same conversation say to Hemp that he would make him a deed, for this land, if he Hemp. would make Humphris a deed.

Ans After we started out to go home Reed told him if he would now let the old man Humphris have his I don't mind whether it was land or deed, he would let him have that other.

Int 2 What did you understand Reed to Refer to, when he said he would let Hemp have that other.

Ans That there piece of land that the land was for, Peter Thompson.

Deposition of Fitchue Cummings.

Int 1 What is your name age and place of Residence.

Int 2 Are you acquainted with Edward H Hemp, John G. Reed, and Charles Atkinson, parties to this Suit if so, how long have you been so acquainted with them.

Ans to 1st My name is Fitchue Cummings, am aged thirty three years my Residence is in the Town of Concord in Bureau County Illinois

Ans to 2d I have been acquainted with Reed since I was a small boy, I have been acquainted with Hemp, I should think perhaps nine or ten years. I am not much acquainted with Mr Atkinson, I have seen him passing occasionally since last fall, about a year since.

Int 3 Are you acquainted with the hand writing of the defendant John G. Reed.

Ans Well I Couldn't Say that I was very much -
Int 4 Have you ever Seen the defendant Reed write his
name

Ans I do not know that I ever did.

Int 5 Did you ever See Reed Execute any writing at all.

Ans I have Saw him writing.

Int 6 Look on the paper Marked B. and State whether
in your Opinion, the Signature S. G. Reed. is the
writing of the defendant Reed.

Ans I don't know what Conclusions I should Come to without
it was to infer from writings that I had Seen, that
I Supposed was his assignment, that might look
similar or some thing like that.

Int 7 Have you ever heard the defendant Reed Say, that
he had given Kemp a bond, or agreement for a
piece of land.

Ans I do not know that I ever did.

Cross examination on the part of the Defendant.

Int 1 Are you Sufficiently acquainted with the Signature
of Reed, to give an Opinion that would be worth
any thing.

Ans That might depend whether I make up my
Opinion from Seeing the assignment, or him sign his
name.

Int 2 Did you ever See him write, and if so, how often.

Ans That is more than I could tell, perhaps 5 or six times.

Int 3 Could you tell his writing without his Signature
to it, or without any knowledge that he had written
it.

[2171-55]

Ans I do not know that I could. F. Cummings -

Mittan J. Peters Esqr attended on the part of the Complainant, and Joseph S Taylor Esqr attended on the part of the Defendants.

State of Illinois }
 Bureau County ss. } I Edward M Fisher Clerk of the
 Circuit Court, in and for Said County, in the State
 of aforesaid, do hereby Certify, that the above depositions
 of Peter Thompson + Fitchue Cummings, were sworn
 to and signed by the deponents, before me and in my
 presence, and that the said Depositions were taken by
 me on the 12th day of September, A.D. 1853, at my
 Office in the Court House in Princeton, in Said County,
 of Bureau, between the hours of Ten O'clock in the
 forenoon, and Seven O'clock in the evening of said
 day. I further Certify that John Heavens, and Verian
 Humphries was subpoenaed as per Shffs return, but
 did not attend said Examinations, Justin H. Olds.
 Returned not found.

Given under my hand and the Seal of said
 Court at Princeton, in Said County, this
 12th day of September A.D. 1853.

E M Fisher Clerk

Depositions of Edward H. Camp + David
 C. Stevens Marked "G."

The depositions of Edward H. Camp, and
 David C. Stevens of the County of Bureau and
 State of Illinois. Witnesses produced sworn and,

examined before Edward M. Fisher Clerk of the Circuit Court, in and for the County of Bureau and State of Illinois, on the Tenth Day of December A.D. 1853. at the Court House in Princeton in said County in pursuance of the attached notice, to be read as evidence on the Trial of a certain Suit, in Chancery now pending and undetermined in the Circuit Court of said Bureau County. wherein Edward D. Hemp is Complainant, and John S. Reed & Charles Atkinson are Respondents. on the part and behalf of the said Respondents, The said Edward D. Hemp & David O. Stevens being first duly sworn, according to law, deposed and said in answer to the several interrogatories propounded to them on the part of the said Respondents as follows. Viz:

I. J. Taylor attending Counsel for Respond^{ts} & M. T. Peters
By J. Porter Jr. for Compt^r.

Deposition of David O. Stevens.

Int 1st Are you acquainted with the Complainant and the Respondents whose names are in the Caption of this Deposition.

Ans I am.

Int 2 How long have you known the Complainant.

Ans Some Ten Years.

Int 3 State whether you ever had any conversation with the Complainant in Reference to the Bond sued on by the Complainant in this Suit, & If so, State whether the

Complainant. Said any thing in that conversation, on the subject of said bond being altered, & if so, what did he say.

Ans I have had a conversation with him about the bond, he said he altered the bond, because it didn't read right.

Suit 4 State whether he said any thing in that conversation about his having had authority from the defendant John G. Reed, to alter said Bond.

Ans he said nothing.

Suit 5 State whether in that conversation, the Complainant said any thing in regard to the manner in which he had altered the bond, & if so, what did he say he did.

Ans He said he had inserted the name of J. G. Reed, or John G. Reed. I can't be certain which, he showed me the bond where he had put it in.

Suit 6 Did he or not tell you in that conversation that he had altered the bond in any other place.

{This Question was Objected to, by Coun. to Counsel.

Ans I have no recollection of his telling me any such thing.

Suit 7 When and where was this conversation had of which you speak.

Ans It was had in my own house, it was in the winter season. I can't tell whether it was the fore part of last winter or the winter before, that it was before this suit was commenced.

Cross examination on the part of Coun. to.

- Int 1 At the time of the conversation alluded to did the complainant present the bond to you for your inspection.
- Ans He took it out of his pocket and showed it to me. I only examined one part of it. where it reads know all men by these presents, for and in consideration, & I saw the interlining at the time
- Int 2 Where was it interlined.
- Ans J. G. Reed, or John G Reed.
- Int 3 In what part of the bond was the interlineation made.
- Ans It was interlined ~~over~~ the words "in consideration" I believe. They are between the 3^d & 4th lines from the top, not positive.
- Int 4 Was that the only interlineation on the bond.
- Ans I have no recollection of his saying any thing of any other.
- Int 5 Do you mean to state that the bond was altered, or only interlined at the place you have mentioned, as you above stated.
- Ans I mean to say that the words "J. G. Reed" or "John G. Reed" was interlined.
- Int 6 Do you know when this suit was brought.
- Ans I do not.
- Int 7 Do you know whether the conversation above alluded to, was before or after this suit was commenced.
- Ans I had heard nothing of the suit at that time. I know nothing about it.

D. C. Stevens

Deposition of Edward D. Kemp.

Int 1st Are you the Complainant in the Suit named in the Captions of these depositions?

Ans. Yes Sir.

Int 2 State whether you ever made any alteration, or alteration in the Bond sued on by you in this suit, & if so, State when and what alteration did you make in Said Bond.

Ans On the evening it was signed by Mr Reed, and the notress, I then placed a Carrott, after I got home, and inserted J. G. Reed, between the lines near the top at the left hand, at the same time in the same bond, was made by Mr Reed, the Signor, in figures "The 12th day" I also inserted "12th day" making it plainer the same date. I made none other alterations but what is stated.

Int 3 State whether you did not put in Said Bond, the pronoun I, Occurring on the first line of Said Bond, after the time you went home of which you speak.

Ans I did not.

Int 4 When was the Said pronoun I, written in Said Bond.

Ans It was written at my house before I went to Reeds to get the bond signed.

Int 5 State whether the Said pronoun "I" was written by you at the same time that the balance of Said Bond was written.

Ans It was.

Int 6 Who wrote Said Bond?

Ans I wrote it.

Int 7 Was the said Proclaim "I" written with the same pen, and with the same ink, and at the same time that the balance of said Bond was written.

Ans It was.

Int 8 May you not be mistaken in your last answer.

Ans I am not.

Int 9 Can it be possible that you may be mistaken in regard to said answer to interrogatory eight.

Ans No Sir.

Int 10 What object or motive induced you to alter said bond, as you have stated.

Ans I perceived that the same sense was embraced before or after the intercession.

Int 11 That don't answer my Question. State what object or motive induced you to alter said bond, as you have stated.

Ans I didn't conceive any motive, nor didn't consider it an alteration. I considered ^{it embraced} in the sense of the body of the instrument.

Int 12 Do you mean to swear that the alteration made by you in said bond, was made without any motive.

Ans I don't know as I had any motive.

Int 13 Then if you had no motive in altering said Bond, how do you account for the fact that you made the alteration in said bond as you have stated.

Ans I never conceived that I did alter it in its sense and meaning.

Int 14
Objected

If you had no motive in writing the name of S. G. Reed in Said Bond. How do you account for your act in writing the same in Said Bond.

Ans I perceived by Mr Reeds Signing the bond, that his name was naturally embraced into the place of the insertion.

Int 15
Objected

Do you mean to say, that the reason stated by you in your last answer, was the reason of your putting the name of S. G. Reed, in Said Bond.

Ans I conceived in my mind that it was there before in essence.

Int 16
Objected

Then why did you put it there.

Ans To speak in letters what I perceived to be spoken in meaning in the Bond.

Int 17
Objected

Will you believe at the time you attened Said Bond, that Said Bond was as good, without the alteration made by you as it was with it.

Ans I didnt consider that the alteration or insertion either improved or repaired it.

Int 18
Objected

Then why did you make it.

Ans From the impression that it was the implied meaning of the bond.

Int 19
Objected

Do you mean to swear that you wrote the name of S. G. Reed, at the top of the bond, and the figures 1200 at the bottom of the bond without any intention of making Said Bond better, than it was before the interlineations were written.

Ans Without making it any better in substance than it was before.

Cross examination on the part of the Complainant

Int 1 Where was that bond executed or signed.

Ans At Mr Reels House.

Int 2 Who was present as a witness.

Ans James M Reed.

Int 3 Did J. G. Reed. make any objections to signing the bond at the time of its execution

Ans Not any.

Int 4 objected Did J. G. Reed. acknowledge that bond to be the contract as agreed upon. between you and him.
Ans He did.

Int 5 Was that pronoun "I." written on the first line of the bond. mentioned in your examination in Chief. written by you at the time the balance was written.

Ans It was.

Int 6 Why does it appear written with different ink.

Ans I. Cant tell why. unless it has been blotted over with the other parties.

Int 7 Do you feel under any restraint in answering the questions propounded by the Counsel in your examination in Chief. of this deposition.

Ans I do.

Int 8 objected Why

Ans by Reason of urgent threats

Int 9 objected When were these threats made.

Ans I. Cant tell the time exactly. at different times though. and places.

Int 10 objected Were there any threats made during the taking of this deposition

Ans There were a number of them both by the Defendant Reed & his attorney.

Int 11 Objected Did you receive any personal abuse from any person during the taking of this Deposition

Ans I did.

Int 12 Objected Who abused you

Ans J. G. Reed.

Int 13 Objected In what manner

Ans Swearing that he would beat me, and by picking up a club, chair, & Pitcher, & several things.

Int 14 Objected Did he attempt to strike you

Ans He did, & was held off by Summencing Company.

Int 15 Objected Why did he thus abuse you.

Ans I presume because the truth didn't suit him.

Co. W. Hemp.

State of Illinois.

Bureau County ss } I Edward M. Fisher, Clerk of the

Circuit Court in and for said County in the State aforesaid, do hereby certify that the above deposition of David C. Stevens and Edward W. Hemp was sworn to and signed by the deponents, before me and in my presence, and that the said depositions were taken by me on the 10th day of December AD 1853, at my office, in the Court House in said County of Bureau, between the hours of eleven o'clock A.M. and six o'clock P.M. of said day.



Given under my hand and the Seal of said Court This 11th day of Dec AD. 1853.

Edward M. Fisher
Clerk

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The Deposition of George W Stone, witness
 produced sworn and examined before and at the office of
 Edward M Fisher Clerk of the Circuit Court, in and for
 the County of Bureau and State of Illinois - on the
 27th day of September AD 1853. at said Edward M Fisher
 office in the Court House in Princeton, in said County
 and State, in pursuance of the Notice hereto attached
 bearing date September 14th 1853. to be read as evidence
 on the trial of a certain Suit, now pending and
 undetermined, in the said Bureau Circuit Court
 on the Chancery side thereof. wherein Edward D Camp
 is Complainant, and John G Reed, and Charles
 Atkinson are defendants, on the part and behalf of
 the said Complainant. The said George W. Stone,
 being first duly sworn according to law deponee and
 saith, in answer to the several interrogatories propounded
 on the part of the said Complainant, as follows viz
 Milton J Peters attending Counsel for Camp
 Joseph J Taylor attending Counsel for Defs -

Int 1st Do you know or have you known James M Reed, or
 J. M. Reed.

Ans I knew a man by that name about February or
 March 1852. I purchased some land of him.

Int 2 Do you know where said Reed went after said purchase
 Ans. After I made the purchase in the very last of March
 I was at his house and let him have some boards to
 fix his wagon. he said he was going to Oregon

That was the last time that I have seen him.

Int 3.

Have you heard of his being in the County or State since. (This Question was objected to by The Deft's Counsel. S. S. Taylor)

Ans

I have not.

Int 4

Are you acquainted with the handwriting of Said Reed.

Ans

I am not.

George W Stone.

State of Illinois

Bureau County Ill.

I, Edward M. Fisher Clerk of the Circuit Court in and for said

County in the State aforesaid do hereby certify that the above depositions of George W. Stone was sworn to and signed by the deponent before me and in my presence and that the said deposition was taken by me on the 27th day of September AD 1853. at my office in the Court House in Princeton in said County of Bureau between the hours of nine o'clock in the morning and nine o'clock in the evening of said day. Given under my hand and the seal of

S. S.

Said Court at Princeton in said County

this 27th day of September 1853.

Edward M. Fisher

Clerk

Agreement between Reed & Atkinson marked A.

This agreement made and entered into this twenty-fourth day of May AD 1852. by and between John G. Reed of Bureau Co. Ill. of the first part and Charles Atkinson of Rock Island Co. Ill. of the second

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part Witnesseth that I John G Reed of the first
part doth hereby agree to sell the following described
parcels of land to Ed Charles Atkinson or his assigns
described as follows to wit. The West $\frac{1}{2}$ of the South
West $\frac{1}{4}$ of Sec Eighteen in Township Sixteen North
Range Seven East. Also the South East Quarter of
the South East quarter of Section Thirteen Township
Sixteen North Range Six East.

Also the West half of the North East Quarter of Section
nineteen in Township Sixteen North Range Seven East.

Also the North West Quarter of Section Nineteen
Township Sixteen North Range Seven East.

Also the North West Quarter of the South West
Quarter of Section Nineteen in Township Sixteen
North Range Seven East.

Also the East half of the North East Quarter of
Section Twenty four in Township Sixteen North of Range
Six East - Also the North Sixty acres of the East
half of the South East Quarter of Section Twenty four
in Township Sixteen North Range Six East.

Also the East half of the South West Quarter of Sec-
tion Twenty four. Township Sixteen North Range Six
East. - Also the East half of the North West Quar-
ter of Section Twenty four Township Sixteen North
Six East.

Also the undivided half of all the Coal on the South
Twenty acres of the East half of the South East Quarter
of Section twenty four in Township Sixteen North
Range Six East.

Also the west half of the North East Quarter of Section Twenty four in Township Sixteen North Range Six East of the fourth principal meridian, for the Sum of Ten Thousand dollars - The Condition of this agreement are such that if the said Charles Atkinson, his heirs or assigns shall pay me my heirs or assigns within sixty days from this date the Sum of Thirty Three Hundred and thirty three dollars, and then enter into agreement to pay me the further Sum of sixteen Hundred and sixty seven dollars with interest, within one year from that date - and the Sum of Twelve Hundred and fifty dollars, within Two years from that date with interest, and the further Sum of of Twelve Hundred and fifty dollars with interest in three years, and the further Sum of Twelve hundred and fifty dollars with interest within four years, and the further Sum of Twelve Hundred and fifty dollars with interest within five years - Then and in that case I bind myself my heirs and assigns to make seal execute and deliver to said Atkinson his heirs and or assigns a good and sufficient warranty deed, of Conveyance to said lands with the release of bonds on the part of the wife of the first part, and Conditioned that said premises are free from all incumbrances except, and Conditioned that the deed of the west half of the North east quarter of Section Twenty four, Township Sixteen North Range Six East shall not be a warranty deed, but only such a deed as I obtained for the same premises.

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This agreement is conditioned that all the obligations shall draw annual interest, which shall be paid yearly and provided if any tract of land herein named is not correctly described, it shall be rectified, in the bond hereafter to be given. — The words "John G Reed of the first part doth hereby" were interlined before signing, and also the words "of the South East Quarter" In witness whereof I have set my hand and Seal the day and Year above written.

John G Reed (Seal)

Witness John Howard

State of Illinois }
Bureau County }
} before me Wm Fisher Clerk of the Cir-

cuit Court in and for Said County. This day personally appeared John Howard, whose name appears subscribed as a witness to the attached instrument of writing, and who being first duly sworn States on oath that he was present at the Execution of Said instrument by Said John G. Reed, & that the Said John G. Reed, subscribed Said Instrument in the presence of this Affiant, and that Said Affiant subscribed his name thereto as a witness to the Execution & delivery of Said instrument, at the Request of the Said John G. Reed. Said Affiant also states that Said Instrument was delivered by Said John G. Reed, to Charles Atkinson (named in Said Instrument) on the day of the Execution thereof, and that the Same was Executed on the day of the date thereof.

Subscribed and Sworn to before me Wm Fisher Clerk this 13th day of Jan'y A.D. 1854
By J. H. Aldis Deputy

John Howard

I agree that the within affidavit may be read as evidence of the facts stated in said affidavit on the trial of the Suit in Chancery now pending in the Circuit Court of Bureau Co. Ill. wherein Edmund W. Hoemp is Compt. & John G. Reed & Charles Atkinson are defendants
 Dated 13th 1884.

Milton J. Peters
 atty for Compt.

Deed from Reed & wife to Atkinson marked 60.

This Indenture made this Twenty Second day of July in the Year of Our Lord one thousand eight hundred and fifty two. Between John J. Reed, and Elizabeth Reed his wife of the County of Bureau and State of Illinois of the first part, and Charles Atkinson of Moline in Rock Island County 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 Ten thousand dollars, in hand paid by the said party of the Second part, the Receipt whereof is hereby acknowledged, and the said party of the Second part, forever released and discharged therefrom, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents doth grant, bargain, sell, remise, release, alien and confirm, unto the said party of the Second part, and to his heirs and assigns forever, all of the following described premises, Situate, lying and being in the County of Bureau and State of Illinois, viz —
 The South East quarter of the South East quarter

of Section Thirteen Township Sixteen North Range Six East
 of 4th Principal Meridian. The East half of the North East
 quarter of Section Twenty four Same Township. The East half
 of the North West Quarter of Section Twenty four. Same
 Township. The East half of the South West quarter of Section
 Twenty four Same Township. The North Sixty acres of the
 east half of the South East quarter of Section Twenty four
 Same Township. The West half of the South West Quarter of
 Section Eighteen Township Sixteen North Range Seven East
 of 4th Principal Meridian. The West half of the North East
 Quarter of Section Nineteen last named Township. The
 North West Quarter of Section Nineteen last named
 Township - and the North West Quarter of the South
 West quarter of Section Nineteen last named Township.
 Also the undivided half of all the Coal in the South
 Twenty acres of the East half of the South East quarter
 of Section Twenty four. Township Sixteen North Range
 Six East of the 4th P.M. Together with the Rights and sub-
 jects to the liabilities of the first party as to Coal by agree-
 ments with Eli and Caleb Moore. also all the title
 the first party has or has had in and to the West half
 of the North East Quarter of Section Twenty four Township
 Sixteen North Range Six East of the 4th P.M. and as to the
 last named tract the warranty herein following is to apply only
 as to incumbrances by or under the party of the first part.
 and not as a general Warranty for the land described
 tract. Together with all and singular the hereditaments
 and appurtenances thereunto belonging belonging -

or in anywise appertaining and the reversion and reversions
 Remainder and Remainders. Rents Issues and profits thereof
 and all the estate Right title interest claim or demand
 whatsoever of the said party of the first part. Either in
 law or equity of in and to the above bargained premises
 with the Hereditaments and appurtenances. To have and
 to hold the said premises, above bargained and described
 with the appurtenances. unto the said party of the second
 part his heirs and assigns forever. And the said John G.
 Reed and Elizabeth Reed for their heirs executors and
 administrators doth covenant bargain and agree to and
 with the said party of the second part his heirs and
 assigns. that at the time of the executing and delivery of
 these presents the said John G. Reed and Elizabeth
 Reed. are well seized of the premises above conveyed
 as of a good. sure perfect absolute and indefeasible
 state of inheritance in the law in fee simple and have
 good Right full power and lawful authority to grant
 bargain. sell and convey the same in manner and form
 aforesaid. and that the same are free and clear of all
 former and other grants. bargains. sales. liens. judgments
 taxes. assessments and incumbrances of what kind or nature
 soever. and the above bargained premises. in the quiet
 and peaceable possession of the said party of the second
 part his heirs and assigns against all and every person
 or persons lawfully claiming or to claim the whole or any
 part thereof. Shall and will warrant and forever defend
 In witness whereof the said party of the first part

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herein to set their hand and seal. the day and year
first above written. } John G. Reed (Seal)
Sealed and delivered in } Elizabeth ^{her} Reed (Seal)
presence of Shalom Breimand } _{mark}

State of Illinois }

County St. } I Shalom Breimand Justice of the Peace
in and for said County, in the State aforesaid, do hereby
certify that John G. Reed and Elizabeth Reed his wife
are personally known to me as the same persons whose
names are subscribed to the annexed deed, appeared
before me this day in person and acknowledged that
they signed sealed and delivered the said instrument
of writing as their free and voluntary act, for the uses
and purposes therein set forth. And the said Elizabeth
Reed, wife of the said John G. Reed, having been by me
examined separate and apart, and out of the hearing of
her husband, and the contents and meaning of the said
instrument of writing, having been by me fully made
known and explained to her, acknowledged that she
had freely and voluntarily executed the same and
relinquished her dower to the lands and tenements therein
mentioned without compulsion of her said husband
and that she does not wish to retract the same.

Given under my hand and seal this Twenty third
day of July A.D. 1852. Shalom Breimand J. P.

Deed from Atkinson & wife To Sheffield
Mining & Transportation Co. Marked "H"

This Indenture made this first day of January in the Year of Our Lord one thousand Eight hundred and fifty three. Between Leander Atkinson and Ann Eliza Atkinson his wife of the County of Rock Island and State of Illinois. part of the first part. and the Sheffield Mining and Transportation Company, of the County of Bureau and State of Illinois. part of the second part. Witnesseth that the said part of the first part for and in consideration of the Sum of Twelve thousand five hundred & fifty nine $\frac{50}{100}$ Dollars. paid by the said party of the second part. the receipt whereof is hereby acknowledged. do by these presents Remise, release, and forever quit claim unto the said party of the second part. Their heirs and assigns certain tracts or parcel of land, situated in the County of Bureau and State of Illinois, and described as follows to wit. as being the east half of the north west quarter The East half of the South west quarter the North East quarter, and the South East quarter, all of Section number Twenty four in Township Sixteen (16) north of Range Six East of the 4th P.M. Also the South East quarter of the South East quarter of Section Thirteen (13) Same Township and Range. also the North Ten acres. of the North East quarter of the North East quarter of Section Twenty five (25) Same Township and Range. also the west half of the north East quarter. The North west quarter. The South west quarter. The west half of the East half of the South East quarter, all of Section nineteen Township Sixteen (16) north of Range Seven (7). East of the 4th P.M. also the

West half of the South west quarter of Section Eighteen
 (18) Same Township and Range — To have and to hold
 the Same. Together with all and singular the hereditaments
 and appurtenances thereunto belonging, or in any wise
 appertaining, and all the estate Right title interest
 and Claim whatsoever of the Said parties of the first
 part. Either in Law or equity. To the Only proper use
 benefit and behoof of the Said parties of the Second part
 Their heirs and assigns forever. And the Said parties
 of the first part for themselves and their heirs, Executors and
 administrators doth hereby Covenant and agree to and
 with the Said part of the Second part Their heirs and
 assigns, that he will warrant and forever defend the
 aforesaid premises to be free and Clear of all claim
 or Claims of any and every person or persons claiming or
 to Claim by Through or under them, and none other.

In witness whereof, the Said parties of the first part has
 hereunto set Their hands and Seals the day and year
 first above written

Signed Sealed and delivered

in presence of Joseph Sackman

Charles Atkinson (Seal)

Ann Eliza Atkinson (Seal)

State of Illinois

Rock Island County

I, Joseph Sackman a Justice
 of the Peace in and for Said County in the State aforesaid
 do hereby Certify that Charles Atkinson and Ann Eliza
 his wife personally Known to me as the same persons
 whose names appear Subscribed to the foregoing deed
 appeared before me this day in person, and acknowledged

that they Signed Sealed and delivered The Said instrument of writing as their free and voluntary act. for the uses and purposes therein set forth. And Said Ann Eliza wife of the Said Charles Atkinson having been by me examined separate and apart and out of the hearing of her husband and the Contents and meaning of the Said instrument of writing having been by me fully made known and explained to her, acknowledged that she had freely and voluntarily executed the same, and Retingued her dower to the lands and Tenements therein mentioned without Compulsion of her Said husband, and that she does not wish to retract the same. Given under my hand and Seal this fifth day of February AD 1853.

Joseph Sackman (Seal)
Justice of the Peace.

State of Illinois }
Rock Island County } ss. This is to Certify that Joseph Sackman was duly Elected qualified and Commissioned a Justice of the Peace in and for Said County, and was acting as such at the date of the within acknowledgment, and the signature purporting to be his is genuine all of which appears of Record in my office, and Credit is due all his official acts.

(L.S.)

Witness Jos. Covert Clerk of the County Court of Said County with the Seal of my office here to affixed at Rock Island this 5th day of January AD 1853
Jos. Covert Clerk.

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Agreement by Peters for Camp. & Grant & Whitaker
for Atkinson & Sheffield Mining & Transportation Co marked "L."

In the Bureau Circuit Court.
October Term of 1854.

Edward W. Camp
vs
John G. Reed &
Charles Atkinson & others

In Equity.

It is agreed in this cause
as follows. — 1st That the affidavit of Ballou.
may be read as evidence.
2nd That the affidavits of Simon Keimig & Shalom
Brainard. may be read as evidence —
3rd That immediately after the conveyance
from Reed to Atkinson. that Atkinson took actual
possession of a part of the property. claiming the whole
and caused all of the tracts of land which he purchased
of Reed. to be surveyed out and the corners marked
by the County Surveyor of Bureau County —
4th That when Atkinson sold to the Sheffield Mining
& Transportation Company - he gave to them the possession
which he held of the property.

Milton J. Peters
atty for Camp & T.
Whitaker & Grant for
Atkinson & Shff Me & T Co

Affidavit of Shalor Brainard Marked "M".
Bureau Circuit Court.

October Term 1854.

Edwened to Hamp
as Bill in Equity.
John G. Reed +
Charles Atkinson + Others

Shalor Brainard being duly sworn. deposes that he was the justice of the Peace who took the acknowledgment of the parties to the deed from John G. Reed + Wife. to Charles Atkinson dated July 22 + acknowledged July 23 1852. the deed was delivered on the 23 of July the date of its acknowledgment - On that day I was at the House of John G. Reed. in company with Simon Winney Esqr. Atkinson was there and the parties interested were both present I G Reed was sick. Atkinson had previously paid Reed. as he + Reed said. One hundred dollars on the contract. the balance of the purchase money required by the previous contract of the parties. was paid on the 23 of July 1852. Mr Winney and I counted the money and saw it paid over to Reed. and the deed delivered to Atkinson. The money was all paid in gold. and I remember I was a little bothered to count some Sovereigns which were in it. It was a large sum of money. and I can with safety say that it was thirty two hundred and thirty three

Hallans

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Shelor Breinard

Subscribed and sworn to
before me this 10th day of
October 1884 E. M. Fisher
Clerk

For copy of Bond sued on.
See next after decree

E. M. F.

Copy of Decree

April 7th 1885.

Edw. M. Hemp

vs

Bill in Chancery.

John G. Reed

Charles Atkinson &

Sheffield Mining &

Transportation Company

This day came the parties by their
Solicitors. and thereupon this Cause came on to be heard
upon the Original bill against Reed. The amended
Bill against Reed & Atkinson & the answers & replications
thereto. The cross bill of Reed vs Hemp. & the answer
thereto. and Replication thereto. the 2^d amended bill
vs Reed. Atkinson & the Sheffield Mining & Transpor-
tation Company. and the answers & Replications thereto.
Together with the exhibits and testimony. and was argued
by Counsel. On Consideration whereof the Court do find
that the Equity of the Case is with the Complainant.
and that Atkinson. and the Sheffield Mining &
Transportation Company. were not bonafide purchasers
without notice. but purchased with notice. and were

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not bonafide purchasers. It is therefore ordered adjudged
& decreed, that the Said Sheffield Mining & Transportation
Company, within Ten days next after the adjournment
of this Court, make execute & deliver to the Complainant
a good & Sufficient deed of Conveyance conveying the
Said East half of the South West Quarter of Section Twenty
four Township Sixteen North, Range Six East, of the
Fourth Principal Meridian, to the Complainant and in
default thereof, that Charles S. Helsey, he and he
hereby is appointed a Commissioner to execute & deliver
to the Said Complainant a conveyance of Said premises
& of all the interest which the Said John G. Reed had
on the twelfth day of July in the Year of our Lord, one
Thousand Eight hundred & fifty one, in & to Said premises
— all the present right title & Interest of Said defend-
ants or either of them, or of those claiming under them,
or either of them by conveyance made pending this suit—
And it is ordered adjudged & decreed that Said
conveyance when so made shall vest in the complain-
ant, the right title & interest aforesaid of all the defend-
ants, & those claiming under them— It is further ordered
adjudged & decreed that the Complainant have &
Recover of the Said John G. Reed, his Costs and Charges
by him in & about the prosecution of his suit expended
& that he have execution therefor

April 6 1855

Filed April 7 1855

J. R. Olds Clerk

Copy of Bond Sued on marked "A." ¹³³

Honore All men by these presents that I
~~for and in~~ in consideration of the some
 of Sixty five dollars to me in hand
 paid by E. W Kemp I do bind
 myself my heirs and administrators by these
 presents on to Edward W Kemp
 his heirs or assigns or administrators
 in the penal some of five hundred
 dollars to make and deliver unto
 said Kemp a good & sufficient Deed
 of the East half of the South West
 quarter of Section twenty four Town
 Ship 16 North 6 East in Benron
 Countey Ills as soon as the Deed
 can be obtained from the ginerall land
 office In Witness my hand this ^{12th} July ¹⁸⁵¹
 of 1 m need 1851 J. G. Reed

On the back of Said Instrument are the following
 Enclosures To wit.

The foregoing instrument was filed for Record July 9th 1851
 and duly Recorded in Book C of Mortgages page 286

J. H. Allen
 Recorder

"A." This is the instrument
 marked "B" and which was
 Referred to in the depositions
 by the witness Edward M. Fisher

Clark

Edward H Kemp

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vs

Bill

John G. Reed

Charles Atkinson &

Sheffield Mining &

Transportation Company

Now Comes the Defendants aforesaid
by their Solicitors aforesaid, and prays an appeal herein
to the Supreme Court, which is allowed by the Court, on
condition that the said Defendants file appeal bond herein
in the penal sum of Two Hundred Dollars, with
William H. Donaldson as Security within Thirty days
from and after the adjournment of this Court.

Copy of Appeal Bond

Know all men by these presents that we John G. Reed
& The Sheffield Mining and Transportation Company, and
William H. Donaldson, of the County of Bureau, and State of
Illinois, are held and firmly bound unto Edward H. Kemp,
also of the Same County and State, 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 adminis-
trators, jointly, severally and firmly by these presents -
Witness Our hands and seals this 17th day of April
A.D. 1855.

The Condition of the above Obligation is
such that whereas the said Edward H. Kemp, did

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on the 7th day of April A.D. 1855. in the Circuit Court
in and for the County and State aforesaid. recover
a decree against the above named Sheffield Mining
and Transportation Company. Requiring them to convey
to the said Edward H. Kemp, the East half of the
South West quarter of Section No Twenty four, in
Township Number sixteen North of Range No Six East,
in Bureau County Illinois within ten days from the
time of the rendition of said Decree, and in default
thereof that Charles S. Helsley be appointed a Commissioner
to execute and deliver to the said Edward H. Kemp
a conveyance of said premises, and of all the interest which
the said John G. Reed had on the 12th day of July in the
year A.D. 1851. in and to said premises and that such
conveyance so made should vest in the said Edward H.
Kemp, the Right title and interest aforesaid of the said
John G. Reed. The Sheffield Mining & Transportation Company
& Charles Atkinson who was impleaded with the said
John G. Reed & the Sheffield Mining and Transportation
company defendants in the suit of the said Edward H. Kemp
complainant, in said Court, and that the said Edward
H. Kemp recover of the said John G. Reed, his costs
expended in said suit taxed at \$
from which said Decree of the said Circuit Court, the
said John G. Reed, and the Sheffield Mining and
Transportation Company, have prayed for and obtained
an appeal to the Supreme Court of said State. -

Now if the said John G. Reed, and the Sheffield

mining and Transportation Company, shall duly prosecute their said appeal with effect and shall moreover pay the amount of the Judgment or decree for costs, Rendered and to be Rendered against them or either of them, in case said decree shall be affirmed in the said Supreme Court, then the above obligation to be void, Otherwise to remain in full force and effect - In Testimony whereof the said The Sheffield Mining and Transportation Company have caused their Seal to be hereunto affixed, and this Bond to be signed by their Secretary, and The said John G Reed & William H Donaldson, have also hereunto affixed their hands & Seals the date above written



John G. Reed (Seal)
 A. Ruthven
 Secy.

Filed April 18th 1855
 E. M. Fisher Clerk

Sheffield Mining & Transportation Co
 William H Donaldson (Seal)

State of Illinois 137
Princeton County Ill.

I Edward M. Fisher
Clerk of the Circuit Court in and for said
County in the State of Illinois do hereby certify
that the foregoing is a full and complete copy
of the Record in the foregoing Entitled Cause
as of Record & on file in my office—

In Witness Whereof I hereunto
Subscribe my name, and affix the
Seal of said Court at Princeton in
said County this 23^d day of May
A.D. 1855 E. M. Fisher
Clerk

Clerks Fee

Transcript of Record 32.85-

Copy & Seal $\frac{35}{\$33.20}$

John G. Reed

Charles Atkinson &
the Sheffield Mining &
transportation company

vs

Edward D. Kemp

Appeal from Bureau

And now come the said
appellants by James Grant & Dickey &
Wallace their counsel, and say that
there is manifest error in the record of
the proceedings and decree aforesaid,
and said appellants assign for error the
following:-

- 1st The court below erred in setting the
cause down for hearing before said
Kemp had answered the cross bill
filed in the cause by Charles Atkinson
one of said appellants -
- 2nd The court erred in permitting the deposition
of said Kemp to be read in evidence on the
hearing against said Atkinson & said
Sheffield company -
- 3rd The original and amended bills of
Kemp are not sufficient to warrant the
court in granting the relief prayed for
in said bills -
- 4th The court erred in decreeing that the
equity of the case was with Kemp -

- 5th The court erred in decreeing that Atkinson & the Sheffield company were not bona fide purchasers -
- 6th The court erred in admitting said written agreement from Reed to Kemp in evidence in the case -
- 7th The court erred in making the decree aforesaid in manner & form aforesaid -
- 8th The court erred in not dismissing said bill on the hearing -
- 9th The allegations and prayers of Kemps original & amended bills did not authorize the decree made by the court below -
- 10th The proofs & allegations in the case did not warrant the court below in making said decree -

Wherefore for these and other errors apparent upon the face of the record the said appellants pray that said decree may be reversed & said Kemps original and amended bills be dismissed & that the prayers of said Reed's & Atkinson's cross bills may be granted by this court -

James Grant & Dickey & Wallace
of counsel for appellants -

and the said appellee comes &
says that in the record and decree
aforesaid, there is no error
as above alleged, wherefore
he prays that said decree
may be in all things affirmed

Milton Peters &
R. C. Cook
attys for Kemp

John G. Reed
Jr. es

Edward H. Knappe
Appeal from Bureau

Filed June 9, 1855
A. Keland Clerk

66
Needle
Remps

Fris July 11. 1855

The book. containing the
Contract on which the first
travelt

Book

Joanman

The foregoing instrument
was filed for record
July 9th 1832 and duly
recorded in Book 6
of Mortgages page
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J. F. O'Leary
Recorder

(A)

This is the instrument marked
A. and which was referred
to in the depositions by the
witness. Edward M. Fisher
clerk

January 1847 then
 Edward Boardman commen-
 ced boarding with me
 Absent in Janu
 Absent in Febru
 Absent in March to inde
 antown 4 days to dixon
 3 days then sick 4 days
 the above settled & paid

March 26th 1851 of
 borrowed ten bushels of
 Spring wheat of E D Kemp
 for which I am to pay
 said Kemp ten bushels
 of fall wheat after har-
 est - Edward Boardman

for

P Riley	J	1 1/2 75
E Campbell		1/4 25
L Bever	Paid	3/4 31
C Townsend		1/2 25
John Ewison		1/2 25
L Shank		1 50
C Moor		1 50
C Townsend		2 25
Jas Smith		1/4 12 1/2
C Townsend		1/4 12 1/2
D Bever		1 50
P Riley		1 50
D Bever		2 2/4 25
E Campbell		1/4

E Campbell	²⁰	G	1 1/2	75
In Bever	paid	2 1/2	125	
Do	paid	1/2	25	
Far Bever		1 1/2	75	
Eli Moore		2		
P Riley		1	50	
Am Moss	paid		50	
Townsend & Read	paid		50	
Townsend		1/2	25	
D Bever		1/2	25	
G Squires	paid	1	50	
C Townsend		1	50	
G Squire	paid	1	50	
A Bever		1/2	25	
In Bever		1/2	25	
Bald & Hodgkins		1/2	25	

November 7th 1818

Sold money			
to Bates Brandard	P7.	70	
to Wm M Mason	P 6.	60	
to E Moor	P 10.	100	
to E Sawyer	7	70	
to Mr Simpkins	8	80	
to Col Shew	6 1/4	63	
to J Zink	4	40	
to J Fowl	17	170	
Jos Stevens	17	170	

to
Lus Sterens

45	eds sheeting	2 80
3	do Lindsey	90
3	do Jains	7 20
1	pair Boots	2 00
2	pair shoes	2 25
2	plain bits	1 10
1	groos tacks	15
1	gallon Mollas	40

Joseph Dow Dr
to Minerva Kemp ^{Deer} 22nd 1857
for 7 weeks work \$7.00

Bot of Convers &c
under shirt & drawers
J. Minerva Kemp Comm^{3rd}
work for Jos Dow 2nd
time - November 2nd 1851
Started to school at bil
-boney Grove December
22nd 1851

Joseph Dow Credit
November 2nd 1851
for a balance of Cash 2.61
for one book history. 62¹/₂
for one Speller 12¹/₂
for one Rethemeter .20
for pens & ink
one pair of shoes 1.12¹/₂

April 18 1852 then had
worked for E. I. Hump days
before this time on
farm at several things

18th	did not work	8
20	worked at chopping	1
21	chopped	1
22	set hedge plants	1
23	plowed	1
24	plowed	1
25	Sunday	=
26	plowed	1
27	Chopped	1
28	plowed	1
29	did not work	=
May	the first plowed	1
11	plowed	1

20	harrowed	1
21	plant corn	1
22	did not work	
24	Sunday	
	total days	31 1/2

2	sunday	
3	plowed	1
4	went to princeton	
5	plowed	$\frac{1}{2}$
6	dragged	1
7	plowed	1
8	plowed	1
9	sunday	
10	plowed	1
11	dragged	1
12	hauling	1
13	hauling $\frac{1}{2}$	$\frac{1}{2}$
14	hauling	$\frac{1}{2}$
15	harrowed	
16	sunday	
17	harrowed	1
18	hauled	1
19	harrowed	1

Reed. & Atkinson — vs Kemp —

Atkinson's positions —

1st The ~~the~~ execution of the agreement read in evidence is not proved —

It has a subscribing witness on its face and before you are permitted to prove the hand writing of ~~Maker~~ by other evidence you must prove the hand writing of the Subscribing witness — No attempt to prove the genuineness of "J. M. Reed" signature —

No proof of the genuineness of J. G. Reed signature — except by parol proof of Fisher and he does not profess to know his hand writing — It is alleged that Reed when he challenged Kemp for altering his contract admitted that he had signed it — to these two answers — first there is no proof identically tying this paper as the one then exhibited & Second — Execution of a writing can not be proved by parol admissions

2nd — The ~~instrument produced~~ 2nd Amendment bill proposes to set out the instrument in habeas and the one produced — varies in many respects (page 43 Record) — In 1st line "there presents" instead of "theas presents" —
3rd line "Lixty" instead of "sixty"
5 line "Thea" instead of "there"
6 line "presents" instead of "presents"

- 7 line - "assigns" instead of "apigns"
 8 line - "some" instead of "sum"
 13 line - "Bureau" instead of "Bureau"
 14 line - "Country" instead of "County"
 + "deede" "deede"
 16 "this ^{12th} July" "this 12th July"
 16 "this 12th July" of J. M. Reed 1851 instead of
 "this 12th July of 1851"
 "J. M. Reed"

(here page 5 3rd on page 5th
 Insert this at X on page 10)
 There is no proof that ~~this instrument~~
~~in evidence was ever recorded - & to~~
~~not question but that the proof shows~~
~~that an instrument was recorded~~

The only proof relied on by Kemp is
 first - the Certificate on the next page
 in the book produced - To this we answer
 that the genuineness of the signature J. H. H. is
 no where proven - 2nd It does not
 purport to be from the records of Bureau
 County - & 3rd - The Certificate of Judge
 Leland (Pages 76 & 77) shows that that cer-
 tificate was not read in evidence at the
 hearing -

The next proof of recording relied on
 is the Certified Copy of a record beginning
 on page 77 - certified by E. M. Fisher -

To this we answer that it does

not purport to be the same instrument
in this -

1st. It contains the words "J. G. Reed"
near the head of the ~~bond~~ instrument
- which is not in the this paper -

2nd It does not contain the word "dollars"
which is in this instrument

3rd It does contain the figures "12" after
the word "July" near the end - which
"12" is not in this paper -

4th It does not contain the words
"L. M. Reed" - which is in the lower
line of this instrument - nor does the
~~recorded~~ instrument recorded have a
subscribing witness - - - - -

5th The copy of the instrument recorded differs
from the one produced in divers literal
points - such as "heirs" for "heirs" &c &c

This Certificate ^{of recorder Fisher} given 28th
day of Sept - 1853 - pretends to certify that
the ~~copy~~ he gives is not only a copy of the
record - but that the original has on its
back a certificate in the hand writing
of Alds such as appears on this signed

We deny that the Recorder's Certifi-
cate is made evidence by the statute in
any case except where the original is not
acceptable - & the instrument was duly acknow-
ledged - Especially do we deny his authority

to certify to the hand writing of J. H. Olds

Next is the testimony of Paddock touching the ~~copy of the record~~ — Condition of the record — The complainants first ask him to examine the "index books" and he gives two papers "A" & "B" from the entry book — which are mere ~~abstracts~~ ~~abstracts~~ ~~which the Supreme Court~~ ~~is~~ or descriptions of instruments filed for record —

He then examined the Record books he says "I cannot find any other instruments touching the title of said land — made by Reed" which was recorded in 1852 or previous"

He does not swear to this copy of the record on page 78 record

The only proof that an instrument of any kind between Kemp & Reed was ever recorded — is the Certified copy of the record marked "A" and that certificate is not competent to prove it — and if proved it is not this instrument

~~4th~~
3rd
Conceding however for the argument
that ^{to} the instrument produced ~~is~~
on trial & read in evidence
That its execution is well proved
& that it may be read to support the
copy set out in 2^d amended bill
and that it was duly recorded
on 9th July 1852 -

Atkinson contends ~~formally~~ ^{that} that
~~a specific performance of this ought~~
~~not to be enforced~~ this original paper ought
not to have been received in evidence
Because

1st It was altered fraudulently
by Kemp and in his hands is void -

He confesses that he without authority inter-
lined the words "J. G. Reed" in the body
and a date near the bottom of the
paper - And assuming for the present
that this does not alter the legal effect or
sense of the paper - we say it was done
for some motive - it was done secretly
and the fact that the bond is equivocal
apparently on its face without those words
shows a probable motive for their insertion
And under these circumstances the Chan-
cellor should assume that it was done
fraudulently - unless it is shown affirma-
tively - how he came to make the alteration

And that he did it innocently - This is not done - On the Contrary the unexplained marks of stealthy dishonesty stand out all over the paper -

What means the unexplained tracing in darker ink - the name of the Maker - the name of the subscribing witness - and the date July - and the alteration of "three" to "five" -

It ought not to have been read 2^{dly} because - the alteration confessed was material - It rendered unequivocal - what before was "equivocal" viz - That "I. G. Reed" was the maker of the instrument & not I. M. Reed -

The name "I. M. Reed" altho in fact a subscribing witness - is not in the place usual for the name of the ~~witness~~ - Subscribing witness

3^{dly} Again - we say that - when it stands confessed that the Complainant has made unauthorized alterations in the paper - and it is palpable ~~that~~ ~~he has in fact~~ from an inspection of the paper that the same pen that put in the name "I. G. Reed" in the

body of the paper - also made other alterations not confessed - viz the "I" at right hand of first line and the tracing in blacker ink the paler letters in "July" - "J. M. Reed" and "J. G. Reed" at the bottom - I when also it stands confessed that a portion of the alterations were stricken out by Complainant - (or some one whose motives he understood for he assigns a reason why it was done) without the privity of the maker - And when it is apparent that the "12th" just before the word "July" is in a handwriting different from every other on the the paper - And that the word "sixty three" was at some time altered - to "sixty five" - That this instrument ought not to have been received by the Court until these apparent erasures and alterations were explained and proven affirmatively to have been innocent and honest - -

8th page
4th
11-
(4#)

Atkinson's next position is that even
if this paper shall have been regarded
as executed by Reed - well described
in the bill and ~~noted~~ ^{prima facie} worthy of
faith & unaffected by its alterations
Atkinson next says - That as against
him it should be taken on the
hearing of this cause - That the
same was originally made for a
security merely for a small sum
of money - and is yet subject to redem-
ption - and that these alterations
were made and that fraudulently
- because he has so changed in
his Crop bill - filed after he had
fully answered the Complainant's
bill & remaining unanswered to
this day by Complainant -

At all events it was erroneous for
for the cause to be set down for hearing
over ~~that~~ defendant's objections
while that bill remained unanswered

5th

Atkinson further trusts - that in any event he is not to be affected by any alleged equity of Kemp vs Reed because he was and is a subsequent bona fide purchaser without notice" - He bought of Reed May 24 1852 - this & other lands at \$10,000 -

In July 1852 he paid \$ 3,333 dollars thereof - in two parts one 13th July & the other on the 23^d day of July & received a deed ^{and gave negotiable note & security for balance} And in November 1852 he put his deed on record - And never heard of this agreement with Kemp until in December 1852 & then heard it was a security of mortgage for a small amount of money - (See his sworn answer page 19) -

No evidence is offered of any actual notice of Complainant's alleged equity till the Service of process in this Cause in Spring 1853. It then leaves the question of notice wholly dependant upon our recording laws -

71

(~~Here insert 6thly on pages 2, 3 & 4~~)
There is no proof that any instrument
from Reed to Kemp touching this land
was ever recorded - much less that
the ^{original} instrument ^{is} in evidence
in this was ever recorded -

(Here the printer will insert 6thly on
pages 2, 3 & 4)

7th
"

Atkinson next insists that ^{the statute} ~~this makes~~
~~the record~~ ^{does not make} of such an instru-
ment as this ^{constructive} ~~is not~~ notice
~~by the statute~~ ^{is not} constructive
notice - R. Statutes - Title Convey-
ances - page 105 - Sec 16 - provides that
before an instrument "shall be entitled
to record" it must be acknowledged
or proved in some one of the ways
therein specified - Sec - 22nd fixes
the place of recording - Sec 23
provides that such instrument, shall
take effect as to subsequent purchasers
^{without notice} from the time of filing for record and
not before - & as to such subsequent pur-
chasers without notice - all such instruments
shall be deemed void until filed for record
Sec 28th Provides that ~~such~~ instruments
shall be notice ~~to~~ from the time of their

being filed for record - though not
acknowledged or proved according
to law - This section has reference
only to such deeds & instruments as are
acknowledged or proved in some
way - ~~but~~ and makes them good
though such acknowledgment or proof
were not according to law -

This is made more clear by reading
the ~~next~~ rest of the sentence - ~~but~~
~~the wherein shall not be read in evidence~~
~~unless ~~proven~~ proved so as to supply~~
it is provided that before being read in
evidence the execution of such instru-
ment must be proved alimble
so as to supply the defects of
such acknowledgements -

In other words this section cures
the defects of acknowledgements - which
are not "according to law" but
was not intended ^{to supply the want of acknowledgment} ~~to~~ give any force
to a mere paper unsanctioned by
any attempt to show its authenticity

To convey that idea the words
"according to law" in the 28th Sec
ought to be stricken out and the words
"at all" inserted in their stead - and
the word "defects" should be changed to
the word "want"

If Atkinson is correct in either of the positions - (That this identical instrument is not shown to have been recorded at all - ~~And~~ That the instrument is not such as are provided for in the 28 section of the recording act - Then he stands beyond all question upon "the exalted position" of a subsequent purchaser without notice - and must be protected from the operation of this alleged Contract -

~~8th~~
8th
11

On the principal of the decision of Doyle vs Leas ~~3 Gilman~~
4th Scammon - where it is said that "as between the grantee and third persons - without notice the purchase may be said not to be complete till the title paper is left for record" - Kearns purchase was as against Atkinson not complete until he ~~put~~^{deposited} left the same for record - but before that ^{occurred} he had notice of Atkinson's purchase - Notice stands in lieu of record - And Atkinson's purchase having been made - &

notice of it being brought home to Kemp
as to Kemp Atkinson's purchase was
complete - and Kemp's yet was
~~was~~ not complete - So that
Atkinson had then priority -
that is after Kemp heard of his purchase
and before Kemp recorded -

Kemp's act of recording ~~being done~~
~~after notice~~ ~~in bad faith (that is with notice)~~ puts
him in no better situation (even if
his bond were regularly acknowledged)
~~than if it~~ than he was before because
the act is in bad faith -

Atkinson is permitted thus innocently
to proceed - and pay \$3,233, & take the
legal title without notice for the
act of recording (as against him) being
a necessary part of the purchase
can have no more effect ~~than~~ any
other material part of the purchase
if done after notice - ~~for no~~
~~party is allowed~~ - nor can it be
constructive notice if done in bad faith

As against Atkinson Mr Kemp's purchase
was not complete (by the doctrine of
that case until his paper was recorded)
When Atkinson bought then Kemp was
not a purchaser & could not be till he
recorded - before that he had notice so that
he never was a purchaser without notice

9th

Atkinson insists - That even if the other points are all held against him that he stands protected by the recording laws - & the provisions of sec 23 - Page 108 R. S. -

That his purchase of the 24th of May 1852 by bond - made in good faith - and for a valuable consideration - was good not only as against Kemp but as against all the rest of the world except creditors and subsequent purchasers without notice and by that we mean subsequent to the time of Atkinsons purchase - We insist that in no sense is the recording of a title paper a part of the purchase.

The error of the reasoning in that case of Doyle vs Leas 4 Scam. 202 - consists in inserting in the statute the phrase "third persons" instead of the words of the act - "creditors & purchasers subsequent purchasers without notice" -

This is wrong - the expression of the one is the exclusion of the other - and when the legislature said that such instruments shall be void as against creditors & subsequent purchasers - It means

every rule of sound construction
That ~~Such~~ instruments are void only
as to such persons - and leaves them
valid as to all other persons - whether
parties to the instrument - prior pur-
chasers - ~~or prior owners~~. By what
rule the Court hold that the expression
of "Creditors & subsequent purchasers
without notice" excludes the parties
to the instrument but not a prior
purchaser who has neglected to record
his deed we cannot perceive -

To say that as to third persons - the
title does not pass until the deed is left
for record will not do - Suppose A
owns wild land - He deeds the same
to B - B. does not record his deed

C takes possession of the land without
title - B. brings ejectment against C.
On trial proves title in A. and then
offers his unrecorded deed from A
to himself - C says no - ~~That~~
~~deed is good~~ between the parties - ~~but~~
to the deed the transaction is complete
but "as between the grantee" (B) and
"third persons" (that embraces C) ~~the~~ the
"purchase may be said to be complete
"not to be complete"

Your deed is very good in a suit against A - but I says C occupy the exalted position of a "third person" and your deed as against me paper No title - with ^{out} record or notice to me and I had no notice of this deed until since you brought your suit - and therefore as against me you have acquired no title until I had notice of your deed - You cannot however

B might with great force say Sir - recording my deed would have done you no good - you are not injured by that neglect - and can not complain of it - Besides the Statute does not impair the force of my deed except as to Creditors and subsequent purchasers and you Sir are neither a creditor or subsequent purchaser -

What is the object of ~~record~~ record - Its whole purpose is notice to the world - and accordingly Courts of equity have ever held that notice actual is equivalent to record

Now the reason of the provision shows the soundness of the position

Why does the law require this notice or record - plainly that men may not proceed to purchase the property in ignorance of the fact of the former purchase - and innocently pay out money yet gain no rights - accordingly the effect of the law is limited to creditors & subsequent purchasers

Take this very case Atkinson ~~if we can~~ says Mr Kemp if you had recorded your contract - before the 24th May when I bought I would have been protected from making this purchase - If you prevail I suffer by your negligence - Well but says Mr Kemp you are no better - you have not recorded your ~~deed~~ bond - Atkinson replies how have you been injured thereby - If I had recorded my bond on 24th of May - it could have done you no good for you had already bought & fully paid for the land as you say - My neglect has not cost you a farthing & you have no right to complain of it.

A & B -
Again suppose two parties ^{with an} recorded deeds from the same grantor A holds the prior deed - Neither knows any thing about the other's deed - If A had

13
recorded his deed A. would not have
bought - but if B. had recorded it
could have done A. no good for
he had already bought - Nor can
A's recording now do B any good
& yet the legislature are guilty of the
supreme folly of saying it shall
be determined by a mere accident
of first getting to Recorder's office
when one has suffered by the others
neglect - and the other has not ~~suffered~~
~~by him~~ In such case as notice
is as good as recording - the first
of the parties who happened to hear
of the existence of the others deed
would be the unfortunate victim
who had received knowledge which
could now do him no good but
by which his neighbors deed that
was worthless against him has
been rendered valid -

One thought more - The act
had required deeds to be recorded
and by the doctrine of Doyle vs Leas
therefore as to third persons the
~~title~~ would not pass till it
was recorded = If as to all
persons except the parties - the trans-
action was incomplete - on account
of the 22nd Section - ~~It followed~~
~~that It followed that when recorded~~
~~the title did pass - and of course~~
~~was good as against subsequent~~
~~purchasers - and~~ then it was
void as to all persons other than parties
and it was a work of super-eroga-
tion to say it should be void
as against subsequent purchasers
for they were already protected

The court says "subsequent" means
subsequent to the time of recording
and not subsequent to the date of the
deed -

A gets ~~the~~ deed ~~is made~~ the first of May -

B. gets another deed of the land 1st June
A. records on first of July -

C. takes a deed 1st of August -
~~Now if his deed is good is made good only~~
~~as to the purchasers~~

Now if the word Subsequent applies only to C's deed as that is the only one subsequent to the record It follows - that B is cut off by the 22nd Section because as to 3rd persons - the transaction was incomplete And C would have been cut off by the same principle without the 23 Section -

Then the 23 Section only repeats a part of what was provided in Sec 22 - and does not make it a whit stronger -

This is neither good law nor good grammar - The palpable meaning is the 22nd Section is intended to prescribe the place of recording -

And the 23 to define the penalty for not recording and that was that ~~you~~ ^{every purchaser not recording} must run the risk of being ^{postponed} by every one who for want of your recording shall without notice ~~buy~~ - Not occupying the exalted position of subsequent purchaser - But the position of an innocent man - whom the Courts should protect from the consequence of anything

negligence - Even on the principle
of mutual negligence - before a
party is debarred from complain-
ing of another's negligence by which
he has been injured, - on account
of his own negligence - His negligence
must have contributed to do some
body some harm -

Many refinements had been
interwoven into the term bona
fide before our statute was passed
and Courts differed as to what
~~it was~~ a bona fide purchaser
was - Our statute to avoid
this uncertainty - avoid the
use of the term and says
Simply "Subsequent purchase
without notice" - and under
our statute all ^{such} are to be regarded
as bona fide - who are not guilty
of actual fraud - Atkinson
then was a bona fide purchaser
Decisions of other States on the
subject of priority have no
bearing for the reason that that
turns on the terms of our own
statute - J. L. Dickey, W. H. L. Wallace
~~Dickey & Wallace~~
for Appellants -

Reed et al

vs Appellate Bureau
Hemp

Prints by -

Dickens & Wallace

for appellants

I desire to answer the statement of the
Council ~~record~~, attached to the record of
council as follows

The Record does not show what time the
cross bill of Atkinson was filed. It is
true on page 17 it is stated that Atkinson's
answer was filed Oct 15th but what of
that it does not appear to have been
a day in term, so that the next entry
would be presumed to be of the same
day non constat, that there may not have
intervened 6 months between the filing
of the answer & bill,

The entry on page 68 is as follows

Now come the defendants & their solicitor
a rule is taken on said plaintiff to file his
answer to said defendants cross bill filed
within forty days from this date, and
on motion of complainants solicitor it
is further considered by the court that
said defendants file their replication
to said complainant answer in four
days

This means Kemp's cross bill is shown
by the fact that all parties so treated it if
it was Atkinson's bill, why was not a
motion made to take the bill for con-
fession, all parties understood it was Kemp's
bill

Why let the rule expire & two terms
of the court intervene if their construction
is correct after this rule expires without

asking their bill to be taken for confessed

They were served process on us to answer
their cross bill

They must have sworn to their cross bill
to delay the suit, See 1 Maddock Chancery
practice

As to the question whether this bond was on
file before Reed's cross bill was filed
so that Reed had had an opportunity
of examining it.

The court will see by the endorsement
of the clerk of the Circuit court on the
second leaf of the little book that the
book was attached to the deposition of wit-
nesses which were filed before the cross
bill,
B. C. Cook

Area as Kemp
Statement of the
Shoring of the river
in relation to the
grass like
growth for Kemp

[Faint, illegible handwriting throughout the page, likely bleed-through from the reverse side. The text is mirrored and difficult to decipher.]

John G Reid et al

vs
Edward D. Kemp appeal from Bureau

The Bill sets up that Reid one of the defendants and the complainant together entered the SW $\frac{1}{4}$ 24-16-6. 40th with a land warrant, each one furnishing one half the money to purchase the warrant to make the entry. With the arrangement that Kemp was to have the E $\frac{1}{2}$ and Reid the west $\frac{1}{2}$ of the quarter. That the title was taken in the name of Reid alone. That afterwards on the 12th July AD 1851 Reid gave Kemp a written contract to convey to him his portion. So soon as the deed should be obtained from the general land office reciting the consideration to be \$65 - that afterwards, and before the filing of the bill Reid had received the deed, but refused to convey. Reid & Kemp's contract was filed for record on the 9th July 1852 on the 23rd July same year. Reid conveyed this with numerous other tracts to Atkinson for \$10000-. Atkinson's deed was filed for record the last Oct 1852. That afterwards in the month of January 1853. Atkinson conveyed to the Sheffield Co. the bill is sustained by the testimony fully - Defendants in the Court below insist - 1st The bond was a mortgage to secure the \$65 - but there is no proof of that but on the contrary it is disproved by the testimony of James M Reid depts own entries

2^d That Kemp altered the instrument whereby it was intimated, but the alterations ^{set up} ~~are~~ immaterial, unless the alteration from \$63- to \$65- is material, and that ~~was~~ immaterial because the amount of the consideration was of no consequence, but it is evident that no such alteration was made, because it was never set up until after the Sheffield Co. were made parties, although Reid had filed one answer, and A. Krinsen two before, and Reid had before stated in his cross bill that Kemp had furnished him with \$65- & further Reid in all his allegations with Kemp & in his examination & cross examination of witnesses, Kemp among others, never attempted to prove it or set it up in any way.

That immaterial alterations although by the party claiming under it will not vitiate & these alterations were immaterial See 1 Greenleaf on Ev Sec 567-8) 10 Cowen 192-7 Cowen 484- 2 Starkie Ev Sec 254 & 5- 5 Gil 252- 1 Keil 490 - 6 Mass 521st

3^d That this instrument was never recorded, but I insist that if the alterations ^{are} ~~are~~ immaterial, then the recording of immaterial words will not injure the whole instrument being recorded, and although the recorder omitted the word dollars after ^{it makes no difference} sixty five, because the recording takes effect from the filing for record & not the actual recording 1 Gil 578 & 9

4th That Kemp's contract was never legally filed for record, & that they were bona fide

purchasers without notice, because there was
no acknowledged grant or proving of the instrument.
but I insist - that the Revised Stat page 109 Sec 28.
makes instruments of writing relating to realty
notice to Subsequent Creditors and purchasers from
the time of filing for record. although not acknowledged
at all. that any other construction would confer
no effect on the Statute. that the law requires no
acknowledgment or proving, and the law would
only confirm informal acknowledgments, which
are good already, if they are right in substance
as Sec 1 Gil 116. 160 - and none others could be
intended, because defective or void acknowledgments
are no acknowledgments 11 Ills 321.
& again if this was so in regards to deeds & other
instruments for the conveyance of lands. it is
not so in regard to written contracts not purporting
to convey but only agreements to convey. Rev Stat
page 105. Sec 16. page 108. Sec 22. 109 - Sec 28 -
Laws of 1847 page 37. Sec 1 -
and besides ~~that~~ ^{with} they set-up even if it was properly
recorded, that the above Statute does not cover
this case because ~~they~~ ^{they} ~~were~~ ^{were} not Subsequent
purchasers, but the Supreme Court have
decided that they ~~are~~ ^{are}, and that his ^{contract}
being first in date & first on record, will
take precedence of theirs. 4 Scam 252. 389.
15 Ills 155 - but even if their decisions were incorrect
Rev Stat page 109. Sec 28, Provides that after the filing for
record the instrument shall be notice to Subsequent purchasers
& creditors. what kind of purchasers does the
Statute mean? bona fide purchasers. was Atkinson
a bona fide purchaser on the 9th July 1852? he was
not because he had never paid one dollar upon his
purchase

John G. Reid
 2. D. Kemp
 Milton & P. P.
 prints & authorities
 for Appellee

The price \$100 - on the 13th July 1852 & \$333 3/4 m.
 on 23rd July 1852 when he got - but dead) which
 is to be decided in 4 days 390 - 4 Page 221. 20
 John 637 - he did not - therefore become a bona fide
 partner until the 13th July 1852 2300 - even if
 part payment of the purchase money constituted
 a bona fide partner. which it does not. The
 whole must be paid. 3 Price Williams 304 -
 2. Attorney 630. 1 John 630. 5. Little 71 - 10 Price 179
 1. Realty 91 - then Attorney & the Attorney Co
 did not become bona fide partners when
 first was commenced as agent - then for
 any one third of the purchase money was paid
 & there is now due Reid from them \$2600 -
 & therefore even if the receiving of Reid's contract
 was made & no notice. bringing of Reid's agent
 Attorney & the Attorney Co. was notice to
 them of Reid's rights; which notice was
 in time - the Attorney Co. are not bona fide
 partners from that date, because there is no evidence
 that they have paid anything when they should have
 paid to them. yet still the necessary with the deed should
 be not ordered against Reid, but only between them
 & Reid. 12 New York Vol 248 - 20 Alabama 563
 13 U.S. Supp 175: 20 123 25 Maine 505 -

The following points of law arise
in the case

1st. The instrument on which
Kemp claims has been altered in a
material part, and is void.

The general rule, that a material
alteration of an instrument will
render it null and void is laid down
in 1st Greenleaf's Evidence § 564 to 566

We do not pretend that all the alterations
are material: the words J. G. Reed, inserted: the
change of 12. before by, from after; and the deep
shading of 6. M. Reed J. G. Reed may not be material
but the alteration of three to five is material.
Now Kemp admits a part of these altera-
tions to be made after the execution.

This admission is fatal to him: for all the
alterations are of the same colored ink.
The body of the instrument is in one ink
dark. The words 6. M. Reed J. G. Reed
is very pale ink: as if the instrument was
written at one place & signed at another.
All the alterations are in darker ink
than the body of the instrument, just as
ink would become by being exposed to the
air in an inkstand for some days.

It is admitted that part of these alterations
were made after signing: in the absence
of any explanation they are all made after
execution see Greenleaf § 564

The alteration of three to five is appa-
rent to the naked eye; though a magnifying

glass makes it stand out boldly.

As the alteration was to a larger not a
less sum the law presumes it to be
fraudulently made. 1 Greenleaf 564.

2. The next point, we make is that
Atkinson, having acquired an equitable
title on the 24 May 1852, without notice
of Kemps prior equity of July 12 1857.

has a right to perfect his equity, by
acquiring the legal title, even if he
was chargeable with the notice of Kemps
equity, when he obtained the legal
title.

"A purchaser is a person who acquires
an estate in lands by his own act or agree-
ment: a person, who comes to an estate
in any other manner than by voluntary

or *Widdells Land* 842

4 Kent 374

"A purchase in the ordinary accepta-
tion of the term is the transmission of
property from one person to another, by
their voluntary act and agreement, upon
a valuable consideration

4 Kent 440

The leading case on this point, that where
the equities are equal the first holder
of the legal title will not be disturbed
in his possession, is

Dupont v. Newnorth, Reports 1. Term 112

cited, 2nd ed. Leading Cases in Equity 336 35
up page

A purchaser bona fide, without notice of any defect in his title, may lawfully buy in a statute or mortgage, or any other incumbrance and of he can defend himself at law by any such incumbrance bought in, his adversary shall never be aided in a court of equity: for equity will not disarm a purchaser but assist him.

In such cases, the question is not whether the consideration be adequate, but whether it be valuable: for if it be such a consideration as will make the defendant a purchaser within the Statute of 12 Eliz., and buy him within the protection of that law, he ought not to be impeached in equity.

That Attkin is such a purchaser see 4 Kent 462 to 468.

Bapett v Horworth, was commented on and approved, in *Jerveld v Saunders*. 2 Ves. 458 where the ~~case~~

"Where the equities of both parties are equal, there is no reason, why the purchaser of the legal title should be deprived of the advantage he may obtain by his superior diligence."

Widdowson v Alcock 2 Anson 552
cited 2 Con. Eng. Chan 548.

see also *Hunt v Moorman* 2 Curtis 17.

"Against a purchaser for a valuable consideration this Court gives no assistance"

[2176-92] *Walwyn v Lee* 9 Ves. 24 cited
2 Huthershead's Cases (end. 3) 4 Reg. 970

same doctrine *McCluckey v Jones*, 2 *Jones & Salton* 374.

"But I apprehend, the defence of a purchaser for value without notice is as strong as well against the legal as the equitable estate."

2 *L. & E.* 42. *See then*

"He is protected in equity, though he may be turned out the next hour at law"

Mowen v Evans, 1 *Jones & Salton* 264 cited
2 *L. & E.* 43

"A purchaser without notice from one who has fraudulently purchased is not affected by the fraud. *Brinsford v Pabner* 1 *Jones & Salton* 212

"To obstruct one sort of agent to interfere between conflicting incumbrances of equal sorts, that where a junior one has acquired the advantage by procuring the legal estate that it will not interfere to prevent ^{any purchase} of an outstanding legal mortgage or mortgage binding the fee, though paid, and there are cases where the deed of such terms were actually taken & yet permitted to be cured by the parties."

Synch v Utica Ins. Co. 18 *Wendell* 288
see *Thompson v South, Marston*, 2 *A.R. Marsh* 380
in point.

A purchaser who has notice buying of one who has no notice is protected.

Barber v Briggs 6 *Paige* 329

It has been held in this country on a great number of occasions, that a bona fide purchase for value is a good defense, not only against all prior equities, but all adverse proceedings in equity."

2 Leach's Cases in Equity 30 & Cases

~~Other~~

A receipt of a mortgage of \$3600, & note for \$300. is notice only for the 300.

Beckman v Herod 18 John R 445

"There can be little doubt, that the purchaser of an equity may protect himself, by obtaining the conveyance of the legal estate, notwithstanding notice of the prior equity before he obtains the legal title."

Campbell v Mackenridge & others 8 Black 471
That case and the present are as much alike as two cases can well be. ^{10 Mass 347}
see also Halstead v Bank Kentucky, 4 J. J. 654

Payment in bills or notes of third persons, on the part of one negotiable note is a sufficient payment of consideration

Perote v Palmer 7 Cowen 268

Jackson v Windsor 9 Cowen 13

The defendants have an equal right to the protection of a court of equity, as the plaintiffs, and the rule in such cases is, in ~~equally~~ ^{equal} form ~~medium~~ ^{medium} est conditio personarum, and where the equities are equal between two persons who are equally innocent and equally diligent, and upon this ground courts of

credit constantly refuse to interfere, for
relief or discovery, against a bona fide purchaser
of the legal title, for a valuable consideration, without
notice of the adverse title, if he chooses to avail
himself of this defence at the proper time
and in the proper mode
And it extends its protection equally, if the
purchase is originally of an equitable title
without notice, and the party afterwards
with notice buys in a prior legal title, in
order to support his equitable title

3. The next point, which we make is
that the Contract between Reed & Kemp
never was recorded so as to make it notice
It was never acknowledged & was never recorded
among the Book of mortgages.

The Revised Statutes page 105. sec 16

deeds &c before they are admitted to record
must be acknowledged & -

Page 109 sec. 28. deeds &c shall be
deemed ^{notice} from the time of being filed & though
not acknowledged or proven according to law,
but shall not be read in evidence, unless their genuineness
is proved &c so as to supply the defects of
such acknowledgment or proof

This section only makes them notice, if defect-
ively acknowledged, but it does not admit
them to record without some acknowledgment

The act of 1847: The act Feb 1857 page 122

" Feb 1853 page all contain

provisions in relation to defective ack-

Knowledge.

"No presumption of notice arises from recording a deed, unless it is recorded by law and that authority is strictly pursued."

La vere & La vere 2 Leading Cases Equ 127 City.

12 Medley & Marshall 262
7 Howard 745
"Where the recording a deed is not legally requisite, it will not have the effect of notice when recorded."

2 Lead. Cases Equ, 127, citing

James v. May, 2 Cowen 246, Lewis v. Baird 3 McLean 56. 2 Cowen 296.

"and the result is the same where the deed is not properly acknowledged or executed to be recorded."

Shultz v. Moore 11 McLean 324. Heith v. Furber 2 Birney 40. May v. Smith 3

Birney 362. Hodgson v. Butts 3 Cranch 140

Halstead v. Bank Kentucky 4 1 J. Marshall 554

"It is essential that the record should be in the proper place and office."

2 Leading Cases Equ. 128,
City 4 Wheaton 464. Carter v. Wiles,
Deane v. Bell 4 Henry 113

14. ~~If the parties have not applied the payment of 1833 to this tract it is competent for this Court to do so~~

"The repetition of an unacknowledged deed gives it no additional validity"

or effect. This not even implied
notice of the deed."

Choleau v Jones 11 F. & L. 321.
the principle is not cited in the marginal
notes.

This instrument, even if acknowl-
edged was recorded in the wrong book,

4. This competent and the duty of
this Court to apply the payment
of \$3333.00 to the London disbursements
if the parties have not done it

2 Wentworth 329.

"Where neither party appropriates
payment, the law will apply it accord-
ing to its own view of the intrinsic
merits of the case."

Whitaker Thwaites
for
E. H. Knapp & Son.

Manning

LaSalle & Simmons

5 Clifton 516-

66
Kump

Recd. Atkinson
Jals

Argument for
Atkinson talo

Supreme Court.
June Term 1835.

John S Reed.

Charles H. Kinsman &
Sheffield & Company

vs
Edward Kemp

Appellants

Appellee.

Amicus Curiae.

We ask the attention of the Court
to the following points of law, without
stating the facts, with which the Court
has been made familiar by the
argument of other gentlemen.

1st. The instrument sued upon has
been altered in a material ^{point}; The sum
to be paid is altered from three to five, a
material alteration. The plaintiff below
concedes part of the alterations, which are
immaterial, such as J. S. Reed, 12, &c.

The Court, by looking carefully at the original
paper, will observe, that the words J. S. Reed,
12; the ^{shading in the} signatures J. S. Reed, &c. Reed, at
the bottom (~~are all~~ which originally are in
black ink) and the alteration of three to
five are all in darker ink, than the
body of the instrument.

part of these alterations are admitted,
that have been made: "the instrument is
covered with suspicion", and there is no
proof of the alterations before execution
see 1 Greenleaf 564 to 569. and
notes:

"The rule is well settled in England and
many Courts of this Circuit, that it
is incumbent on the party offering
in evidence an instrument, which
appears to have been altered, to explain
such alteration, and in the absence of all
evidence, either from the appearance
of the instrument itself or otherwise
to show when the alteration was made
it must be presumed to have been subse-
quent to the execution and delivery".

Walters & Short 5 C. & L. 282

We do not suppose the Court below
permitted Kemp's evidence to be read,
as it was taken before the bill against
Sheffield Company was filed and
without notice to Atkinson's attor-
ney: If read, it was improperly done
or Counsel on the other side admitted
to one of us, it was not proper evidence.

Of course a change of sum from £1000
to £100 is a material alteration.

1 Greenleaf. 564, 565, last clause,

2. Kemp purchased his equitable title on the 12 July 1851, which he did not put on record or attempt to put on record until 9 July 1852 On the 24 May 52, Atkinson having first examined the record purchased an equitable title and on the 23 July, without any actual notice perfected his equity by deed.

Where the equities are equal the person who first gets the legal title will be protected in equity,

v Atch 2 Vicars, 532

Whether the purchaser has the legal estate or only an equitable interest, he may by way of defence avail himself of the character of a purchaser without notice.

Rever v Evans 1 Jones & Latimer 264

A purchaser with notice from one who has no notice may protect himself under the first purchaser.

Thompson v Platt 1 Johns R 212

Gyresh v Utica Postea 18 Ves 255

There can be little doubt that the purchaser of a ~~first~~ ^{an} equity may protect himself by obtaining a conveyance to himself of the legal

estate, where there is no breach of trust,
~~not~~ notwithstanding notice of a prior
equity given before notice, but after
purchase.

" A person, who purchases, ~~without~~
notice of prior an equitable title
without notice of a prior equity, and
afterwards with notice buys in a legal
title to support his equitable one,
will be protected.

Campbell v Mackenzie 47, 1

This is a very strong case in our
favor, ~~and~~ on the facts, and we
invite particular attention to it.

3. The strongest point in our favor is
that Kemps Contract with Reed
was never recorded so as to make it
constructive notice.

It is not pretended, that on the
proofs, Atkinson or the Sheffield Com-
pany had actual notice: but that
the putting of Kemps Contract on
the record is constructive notice.

Kemps Contract is dated Aug 12, 1857
is in an old account book, was
never acknowledged, and is not

upon the records among bonds
and mortgages on the 9 July 1852.
At Krum's Contract of purchase
was made 24 May, & his deed 23 July
1853.

By the law of this State, Code, page
105. sec 16: Records on instruments, pertaining
for the conveyance of real estate or any interest
therein, whereby the rights of any person may be
affected, before they shall be entitled to record
shall be ~~executed~~ and acknowledged
sec 28, 109, which is relied on by the appellee,
provides, that deeds, mortgages and other
instruments of writing relating to real estate
shall be deemed, from the time of being filed
for record, notice to subsequent purchasers
and creditors, though not acknowledged or
proven according to law, but the same
shall not be read in evidence, unless their
execution be proved, in the manner required
by the rules of evidence applicable to such
writings, so as to supply the defects of form
defective acknowledgments.

We construe these two sections to mean,
that a deed without some acknowledgment
is not admissible to record
at all; but if it has a defective
acknowledgment it is not a

This contract was not only put
 on record without any acknowlege-
 ment, but it was recorded in the
 wrong place: it was recorded among
 bonds and mortgages: It could
 only be notice of a mortgage.

" The doctrine as to the registration
 " of deeds, being constructive notice
 " to all subsequent purchasers, is
 " not to be understood of all deeds
 " and conveyances, which may be de
 " facts registered, but of such only
 " as are authorized and required to be
 " registered, and are duly registered
 " in compliance with law. If they are
 " not authorized or required to be registered
 " or the register itself is not in compli-
 " ance with law, the act of registration
 " is treated as a mere nullity, and
 " the subsequent purchase is affected
 " only by such actual notice, as would
 " amount to fraud."

1 Story, Juris. Jurisdiction § 404

Willard v. Roberts 1 North, &c. 383.

James v. Clough 6 Conn. 246

Hodges v. Butts, 3 Grant 140

Commonwealth v. Butts, 6 Bullw. 171.

Butts v. Moore 1 McLean 521

Hester v Hester 2 Quincy 40.
 Hing v Smith 3 " 362.
 Hupley v Freeman, 5 Steward Porter, 215
 Carter v Champion 8 Connecticut 528.
 Sumner v Rhodes 14 " 135-
 Galt v Sobell 10 Yipes 146
 Leant. v Moulton 17 Maine 418.
 Hulstead v Bank Ky 4 Jellum, 534.

The reputation of an unacknowledged
 deed gives it no additional validity
 or effect. It is not even implied
 notice.

Chuteau v Jewer, 11 Illinois 321,
 Burr v Brada, 2 Carter 442

4. The decision of the court was
 erroneous as to Atkinson, even if it
 were good against Reed: the court
 should have decreed, Reed to refund
 Atkinson his purchase money,
 paid, as a court of equity, disposing of
~~the whole of a case~~, there there was no
 case bill.

Whitaker & Grant
 Attorneys for
 Atkinson &
 Sheffield Company

Supreme Court,

Reed vs

Kemp.

Argument for
St. Edmund Phelps
& Co.

Edw. L. M. Thwait