No. 14748

Supreme Court of Illinois

Waldron

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vs.

Gridley

71641 7

STATE OF ILLINOIS,

SUPREME COURT,

THIRD GRAND DIVISION.

No. 195

Blakely & Co., Stationers, 126 Lake St.

Supreme Court of Illinois.

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1864.

AARON W. WALDRON
vs.
ASHAHEL GRIDLEY. } APPEAL FROM McLEAN.

The bill alleges that complainant purchased the lands at administrator's sale, Sept. 24th, 1857, and that before his deed was recorded, the lien of a judgment of Walker *vs.* Vandeventer attached to the lands. Date of judgment, April, 1856; amount, $1,99.80. Execution May 1st, 1856. Land levied on and sold to Walker. After such sale to Walker, it was agreed between Vandeventer and Gridley that Gridley should pay off and discharge the incumbrance on the land, that is, release the land from sale of Walker; and that as security for so doing Vandeventer confessed a judgment in favor of said Gridley, at the ——— term of McLean Circuit Court, for the sum of $———, and gave other security to Gridley.

That Gridley did purchase the certificates of sale from Walker, which was in Equity a redemption for and on behalf of Vandeventer.

Answer under oath required.

The answer denies that he made an arrangement with Vandeventer that he, Gridley, was to pay off and discharge said incumbrance, created by said sale of Walker, and as security for so doing that Vandeventer confessed a judgment in his favor, as alleged, and gave him other security as charged.

Filed May 11. 1864

But states the contract to be, that at the June Term, 1857, of McLean Co. Circuit Court, Vandeventer confessed a judgment to him for about $5,000; that the judgment was confessed at the instance of Vandeventer, and for his convenience, and was without consideration, and was intended to be used solely for the purpose of enabling Gridley to redeem as judgment creditor, and that the judgment was not to stand as security for the money to be advanced to redeem the lands or for any other purpose, except as above stated. Vandeventer was, when the judgment was rendered, largely indebted to defendant.

That by the agreement between them, Vandeventer was to furnish defendants with the money necessary to redeem, and that he never did furnish any money.

That on the 17th day of August, 1857, and after the time had expired for Vandeventer or complainants to redeem said land, defendant purchased from Walker the two certificates, with his own money, and for his own use. Amount paid, $1,361.63.

The Court will perceive that the question here is not whether Gridley redeemed this land in such a manner that the redemption would ensure to the benefit of complainant upon their repaying to Gridley the redemption money, but the simple question is, does the evidence show such a contract between Vandeventer and Gridley as would make the purchase of these certificates enure to the benefit of Vandeventer or those claiming under him, without their refunding to Gridley the sum paid by him.

I wish to present the question in two aspects. Of course the rights of the grantors against Gridley would be no other or greater than the rights of Vandeventer himself. It will not be contended that if the contract was as the sworn answer alleges, that it, to-wit: That Gridley agreed to purchase for Vandeventer with money to be furnished by Vandeventer. Then, if Vandeventer did not furnish the money he can not claim that the purchase of the certificates by Gridley could enure to his benefit

until he had furnished or refunded to Gridley the money paid for the certificates. If, then, the proof on this point does not overcome the sworn answer, there is an end of the case.

The first witness, R. E. Williams, heard Gridley say he was then ready to reedeem, if Walker would take currency. There was considerable difference between the value of gold and currency.

Now, all this means is this: Gridley had agreed to redeem the land, as judgment creditor, with money to be furnished by Vandeventer; but if he could save the difference between gold and currency, he was willing to advance the currency.

Walker's testimony shows that when Gridley purchased the certificates, he represented that he was purchasing for the benefit of Vandeventer, and so also the testimony of Burr.

The Court will see, that while this may prove that Gridley intended that Vandeventer should have the benefit of the purchase of the certificates, it does not not prove or tend to prove the point in question, whether Gridley agreed to advance the money necessary to redeem and rely only upon the judgment confessed in his favor for his to get his money back, nor does it prove or tend to prove that Vandeventer did not agree to furnish the money to Gridley with which to redeem. How far it comes from proving this fact against the sworn answer of Gridley. But Vandeventer's testimony settles the matter. He swears that he asked Gridley how he could get an extension of time for the redemption of the land. He told me by making a judgment creditor. Vandeventer swears, that expected to furnish the money to Gridley to redeem the lands, and if I did not furnish him the money in time to redeem I expected him to furnish the money himself, and that I would pay him it back to him with interest.

I did not furnish Gridley with any money to redeem the land in controversy.

The sole object in the judgment to Gridley was to give Gridley the right as a judgment creditor to redeem.

Hence we say, that the allegation made in the bill and denied in the answer, that Gridley, in consideration of the judgment confessed to him, agreed to redeem the land for Vandeventer, without Vandeventer's advancing the money for that purpose, is not proven.

There is no allegation or proof that Vandeventer was solvent or that the judgment confessed against him is good security for anything.

But, so take the most favorable construction that can be imagined for complainant, would an agreement by Gridley to redeem for Vandeventer without any stipulation as to the time the money should be paid by Vandeventer, authorize Vandeventer, or those claiming under him, to compel Gridley to cancel his certificates of purchase or transfer them to Vandeventer without being repaid the money which he had paid for them.

He who seeks Equity must do Equity. It don't appear either that the judgment confessed by Vandeventer is worth one dollar, or that Vandeventer or his heirs had in any way excused themselves from redeeming from the Woodward sale.

There is no averment in the bill that Gridley has been tendered back the money paid by him for the certificates; that Vandeventer or complainant has ever offered to pay it or expressed any readiness or willingness to do so. Complainant claims that Gridley must deed the land to him and look to Vandeventer for his money—not that if complainant pays Gridley his advances he will be any worse off than if Gridley had not purchased the certificates, but if he succeed in this bill he will have transferred from himself to Gridley the loss caused by his delay to record his deed. It is strange that a claim so inequitable should be found at all in a Court of Equity. It is not strange that having been found there, it should have been summarily dismissed, as this bill was on the hearing.

B. C. COOK,
For Appellee.

WALDEN
vs
GRIDLEY.

APPEAL FROM McLEAN.

Brief for Defendant.

Gridley's representation, that he was to redeem the land for Vandeventer was not a fraud upon Walden.

1st. Because it was not made until after the twelve months for V. or his grantees to redeem in had expired: the complainant had no rights after the twelve months which could be injured, he was not a judgment creditor but was a grantee of the judgment debtor and his interest in the land ceased, if he let the twelve months allowed him by law to elapse without redeeming, and he now desires to avert the effect of this negligence by showing that his remote grantor Vandeventer had made arrangement to pay Gridley the money and let Gridley redeem for him. No one pretends that Vandeventer paid G. this money.

2d. Because Gridley himself was deceived by Vandeventer into making these statements. When V. confessed the judgment he promised to furnish Gridley the money to redeem this land with. Gridley made the statement that he was doing it for V.'s benefit, because he believed V. would furnish the money within fifteen months, but while Gridley said this he deceived no one, because his acts showed that he would not, and did not pay the money on these certificates, unless they were assigned to him. In fact and in law it was a purchase, and Gridley succeeded to all of Walker's rights in the land. If any one could complain of this, it was Walker, yet he could not set his assignment aside on account of Gridley's acts. Vandeventer failing to furnish the money as he had agreed, cannot pretend that Gridley was bound to redeem for him. Then Gridley had a right to buy the certificate of Walker, he doen so with his own money, and Vandeventer still failing to pay the money within fifteen months, all equities ceased. Gridley denies under oath that he redeemed the land, or that Vandeventer furnished the money, but he bought it.

The complainant in this case does not pretend in his bill, that he or Strain or Vandeventer knew of the purchase by Gridley until after the fifteen months' redemption had expired, nor that they redeemed or attempted to redeem the land from Walker's sale by tendering their money as by law required, nor do they pretend that they were prevented from making such tender by the fraudulent acts of Gridley. Suppose that G. had said and done nothing. the complt. or Strain, or Williams, his Adm'r, would have [redacted] right to redeem from Walker's sale any time in twelve months after the day of sale, [redacted] and ten per cent. interest to the sheriff or Walker, by their neglect they let the time expire. Gridley done nothing to injure this right while it existed. He only bought the right of Walker afterwards.

But there is another view of this case which we think fatal to complainant. Granting him all he claims, that Gridley's conduct has been fraudulent, still Gridley has a right to the money he paid to redeem this land, and interest. No tender was made of this in the bill nor at the hearing, so that the case now stands in this court upon a very different footing than if complt. had tendered or offered to Gridley, at any time before the hearing, the amount Gridley had paid Walker for it. In any event, Gridley has a lein upon this land for the amount of money he paid Walker for it. This was never paid him or offered him by any one.

For these reasons we say the bill was rightfully dismissed without prejudice.

To the plaintiff's first point we say, the record does not show that Gridley agreed to redeem only upon the contingency that Vandeventer furnished him the money to redeem with. V. failed in this, and we say farther, that the pl'ff concedes his whole case in that part of his argument (3d page) in which he admits that as against Vandeventer Gridley had the right to hold a part of the lands. There is no evidence of how many tracts were sold, or how or when redeemed, and what is said about Gridley having other land as his security goes for naught.

No fraud was perpetrated on Vendeventer, because he knew Gridley was not to redeem unless V. furnished him the money, and V. says he did not do that.

No fraud was perpetrated upon Walker. He was not compelled to assign to Gridley, and his assignment of the certificate was an act of his own volition.

No fraud can be or is claimed on the part of Walden, Strain or Williams, because they had legal notice of the judgment and sale of Walker's, and slept upon their rights, failed to redeem within the twelve months, and knew nothing of Gridley's statements until after the time for redemption had expired. They were not misled by Gridley, but saw fit to rely upon the covenants in their deeds, rather than pay Walker or the sheriff the money necessary to redeem.

The complainant, by his own neglect, suffered the time to expire in which he could have redeemed and saved all his rights, and he now asks that Gridley's purchase and Gridley's title be adjudged to his benefit, without paying or tendering one cent for all the money Gridley has paid. If this is equity we misunderstand the facts and law.

MOORE & GREENE,
for Defendant.

195 21

A. W. Walden

vs

A. Bridley

Defts Bill

Filed May 2. 1861

S Slaughter

WALDEN
vs
GRIDLEY.

APPEAL FROM McLEAN.

Brief for Defendant.

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1st. Because it was not made until after the twelve months for V. or his grantees to redeem in had expired: the complainant had no rights after the twelve months which could be injured, he was not a judgment creditor but was a grantee of the judgment debtor and his interest in the land ceased, if he let the twelve months allowed him by law to elapse without redeeming, and he now desires to avert the effect of this negligence by showing that his remote grantor Vandeventer had made arrangement to pay Gridley the money and let Gridley redeem for him. No one pretends that Vandeventer paid G. this money.

2d. Because Gridley himself was deceived by Vandeventer into making these statements. When V. confessed the judgment he promised to furnish Gridley the money to redeem this land with. Gridley made the statement that he was doing it for V.'s benefit, because he believed V. would furnish the money within fifteen months, but while Gridley said this he deceived no one, because his acts showed that he would not, and did not pay the money on these certificates, unless they were assigned to him. In fact and in law it was a purchase, and Gridley succeeded to all of Walker's rights in the land. If any one could complain of this, it was Walker, yet he could not set his assignment aside on account of Gridley's acts. Vandeventer failing to furnish the money as he had agreed, can not pretend that Gridley was bound to redeem for him. Then Gridley had a right to buy the certificate of Walker, he doen so with his own money, and Vandeventer still failing to pay the money within fifteen months, all equities ceased. Gridley denies under oath that he redeemed the land, or that Vandeventer furnished the money, but he bought it.

The complainant in this case does not pretend in his bill, that he or Strain or Vandeventer knew of the purchase by Gridley until after the fifteen months' redemption had expired, nor that they redeemed or attempted to redeem the land from Walker's sale by tendering their money as by law required, nor do they pretend that they were prevented from making such tender by the fraudulent acts of Gridley. Suppose that G. had said and done nothing. the complt. or Strain, or Williams, his Adm'r, would have had the right to redeem from Walker's sale any time in twelve months after the day of sale, by paying the amount and ten per cent. interest to the sheriff or Walker, by their neglect they let this expire. Gridley done nothing to injure this right while it existed. He only bought the right of Walker afterwards.

But there is another view of this case which we think fatal to complainant. Granting him all he claims, that Gridley's conduct has been fraudulent, still Gridley has a right to the money he paid to redeem this land, and interest. No tender was made of this in the bill nor at the hearing, so that the case now stands in this court upon a very different footing than if complt. had tendered or offered to Gridley, at any time before the hearing, the amount Gridley had paid Walker for it. In any event, Gridley has a lein upon this land for the amount of money he paid Walker for it. This was never paid him or offered him by any one.

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No fraud can be or is claimed on the part of Walden, Strain or Williams, because they had legal notice of the judgment and sale of Walker's, and slept upon their rights, failed to redeem within the twelve months, and knew nothing of Gridley's statements until after the time for redemption had expired. They were not misled by Gridley, but saw fit to rely upon the covenants in their deeds, rather than pay Walker or the sheriff the money necessary to redeem.

The complainant, by his own neglect, suffered the time to expire in which he could have redeemed and saved all his rights, and he now asks that Gridley's purchase and Gridley's title be adjudged to his benefit, without paying or tendering one cent for all the money Gridley has paid. If this is equity we misunderstand the facts and law.

MOORE & GREENE,
for Defendant.

195 21

A. N. Malden

vs

A. Bridley

Defts Bill

Filed 11 May D. 1841

L. Schmeltz

STATE OF ILLINOIS,
Supreme Court, Third Grand Division.

OTTAWA, APRIL TERM, 1864.

AARON W. WALDEN,
—vs.—
ASAHEL GRIDLEY.
} *Appeal from the Circuit Court of McLean County.*

BRIEF FOR PLAINTIFFS IN ERROR.

The Abstract shows this case very fully.

This is a Bill filed to perpetually enjoin an action of ejectment brought upon a Sheriff's Deed, and to have the Deed cancelled as to the land in the Bill, on the ground that the sale by the Sheriff, upon which the Deed was made, had been redeemed from, and therefore the Deed in equity was void.

There is really no law involved in the case, and it is merely a question of fact, whether the land was redeemed from the Sheriff's sale or not. The Court, on the hearing, dismissed the Bill, we contend, erroneously. We contend that the decree should have been for the complainant below, appellant here, and that the decree should have been, under the evidence, in accordance with the prayer of the bill.

We then make this point:

POINT FIRST.

The decree should have been for the complainant (appellant,) and in accordance with the prayer of the bill.

The abstract gives the entire substance of the evidence.

Vandeventer owned a large amount of land in McLean County, (or had owned it,) some of which he had conveyed, and some of which he still owned; but his vendees of the parts conveyed had not had their titles placed upon record. A judgment was obtained against Vandeventer, and he appearing, by the records, to be the owner of all this land, it was all levied on and sold, Walker, the judgment creditor, becoming the purchaser.

Afterwards, Vandeventer and Gridley (appellee) enter into an arrangement by which Gridley is to redeem this land from Walker's sale, for Vandeventer. To give Gridley authority and further time to redeem, Vandeventer confesses a judgment in favor of Gridley for $5,000, without any consideration whatever, except to enable Gridley to redeem this land from this sale as a judgment creditor. Afterwards Gridley pays Walker the money, and takes from him, in form, an assignment of the two certificates of purchase, that Walker had taken, on the sale of the Vandeventer lands. And the question is, in paying this money to Walker, was Gridley acting for Vandeventer, and in fact redeeming land from Walker's sale, or was he acting for himself, as a stranger purchasing for his own benefit. The Walker certificates and this is a question of fact to be settled by an examination of the evidence. Gridley, in his answer, admits that he took this judgment against Vandeventer for sole purpose of enabling him, as a judgment creditor, to redeem from the Walker sale; admits that he had said he was going to redeem for Vandeventer; admits that he had so told Strain's administrator, (through whom appellant claims the land,) and others that he was going to redeem—but says, in the answer, that Vandeventer was to furnish him the money to redeem with, and that he did not do so; and that he, Gridley, did not redeem, but purchased the certificates. There are four witnesses—three for complainant and one for defendant—all of whom agree

perfectly. I conceive there is not the shadow of contradiction between any of the witnesses, and they all prove the bill fully, and show that the land was redeemed.

Walker testifies that he met Gridley on the street, and that Gridley told him he would then redeem these Vandeventer lands from his sale, if he, Walker would take currency instead of gold, that he, Walker consented to do so, that they went together to the Clerk's office, where Burr calculated the amount due Walker, and Gridley paid him the money, and Walker assigned the certificates to Gridley, Gridley at the same time assuring Walker that he was doing it solely for the benefit of Vandeventer.

Burr swears, that Gridley told him, several times, that he, Gridley, was going to redeem this land, from Walker's sale, for Vandeventer, and only very recently before the payment of the money to Walker; that Walker and Gridley came together to the Clerk's office, and asked him to compute the amount due to Walker on the certificates, which he, Burr did; that Gridley then told him, Burr, to write an assignment on the certificates, which he did, and give them to Walker to sign; that Walker told Gridley that he thought he was redeeming the land—if he was going to take a deed to it he should not have them—if any one took a deed he, Walker, might as well take it as any one else—and thereupon Gridley assured Walker that what he was doing, he was doing solely for the benefit of Vandeventer, and upon this assurance Walker signed the assignments on the certificates.—Burr was so confident that it was a redemption, that shortly afterwards, when Strain's administrator sold the land in the bill described, he, Burr, attended the sale and made a bid, but, as he says, it went beyond his figures This shows, beyond question, in what light Burr understood the transaction between Gridley and Walker. Burr is a very shrewd man—this may not appear directly from the record, but it does appear that he was in the Clerk's office, and Gridley went to him to get him, Burr, to transact the business between him and Walker. Strain's administrator swears, that not long before Walker got his money, he met Gridley on the street, and Gridley told him that he was then ready to redeem from the Walker's sale, if Walker would take currency; then told Gridley that Walker was at the time absent, but would be back in a few days, when he could tell him—which Gridley requested him to do. Shortly afterwards Walker returned, and he told him what Gridley said.

Gridley made a witness of Vandeventer. He does not contradict any of complainant's witnesses, but confirms them. He gives the agreement between him and Gridley, upon which the $5,000 judgment by confession was taken by Gridley against him, (see abstract.) Gridley was to hold this judgment to be enabled by it to redeem as a judgment creditor if necessary. Vandeventer states it is true that he was to furnish Gridley the money if he could, and that he expected to do so, but did not furnish Gridley any money, for the purpose of redeeming, before Gridley got the certificates—but states, that if he did not furnish the money, he expected Gridley was to advance it for him, and he, Vandeventer, was to pay Gridley interest on his advances for this purpose, and Gridley was to hold his, Vandeventer's land as a security for the payment of the money.

Vandeventer states expressly if Gridley did anything in the premises he expected him to do, whatever he did as his, Vandeventer's agent, that he, Vandeventer did not expect Gridley to purchase the certificates; states expressly, in his cross examination, that Gridley was to redeem the land before the time of redemption would expire, and that if he, Vandeventer, failed to furnish the money, and Gridley advanced it, he was to pay him back, with interest, and he expected Gridley to hold his land as a security. (See Vandeventer's evidence in the abstract.)

This is the substance of all the evidence—it all corresponds, and all the witnesses corroborate each other so far as they can—each swearing to facts entirely consistent with the theory that Gridley was redeeming the land for Vanderventer, in his transaction with Walker; and the testimony of each and every witness is wholly irreconcileable with the theory that Gridley was purchasing the certificates on his own account.

If it be enquired why Gridley took an assignment instead of a certificate of redemption, that is answered by saying, there was, as will be seen on examining the certificates of purchase of Walker, that he had sold a large amount of land. Much of this had not been sold by Vandeventer, in fact the record does not disclose that any of it had been sold by him, except the land to Strain involved in this controversy—120 acres—and Gridley had a right to take the certificates, and as against Vandeventer, to hold all the land embraced in the certificates that had not been sold by Vandeventer; and a right to take a deed to such parcels as had not been sold by Vandeventer; and to hold the deed in the nature of a mortgage security against Vandeventer, for the money advanced by Gridley to redeem the whole.

This is a perfectly satisfactory explanation of the fact, that at the time of the transaction of Gridley with Walker, he, not having received the money from Vandeventer, might want an assignment of the certificates, and yet he, as he said to Walker at the time, acting solely for the benefit of Vandeventer,

I have, on the printed abstract, detailed the evidence more fully than on this brief, not deeming it necessary to twice print the entire evidence.

The whole evidence agreeing with itself, and perfectly sustaining the bill, must prevail—and the decree should be in accordance with the bill and evidence.

The answer itself does not put really in issue the bill. Gridley says he purchased the certificates with his own money. Even if that be so, he was loaning it to Vandeventer, as he had agreed to do by the evidence of Vandeventer—his own witness—and had as a security for the loan, his five thousand dollar judgment, against Vandeventer. (See on abstract the agreement with Vandeventer, which shows that this judgment was a security for the redemption money,) and also the lands yet owned by Vandeventer. The agreement shows by implication that Vandeventer still owned part of the lands.

It seems to me, that no unprejudiced mind can look at this Record without at once, and irresistibly, coming to the conclusion that Gridley in paying Walker the money was acting as agent for Vandeventer, and was advancing the money by way of a loan to Vandeventer, relying upon his judgment and the lands unsold by Vandeventer for repayment, with ten per cent. interest, as Vandeventer says he was to pay him for any advance he might make by way of redeeming this land. All of Gridley's declarations, repeatedly made and to different persons interested in the matter, before the fact, and his declarations at the time, are entirely inconsistent with any other theory. If at the time he got the certificate, he was secretly intending to get the land, although protesting to the contrary (as is proved by both Walker and Burr,) he was intending to practice a fraud both upon Walker, Vandeventer, and others who had purchased of Vandeventer, a court will not permit him to practice such a fraud, but will hold him to his declarations made at the time. He is, in fact, after this statement at the time to Walker, estopped in equity and good conscience, to deny the truth of what he then stated; to-wit: that he was acting for Vandeventer. Without that statement he would not have obtained the certificates, and if he was making a false statement with intent to perpetrate a fraud, a court of equity will not permit him to reap the fruits of his falsehood, by enabling him to retain the land.

A court of equity regards that as done which ought to have been done,

therefore it will regard this land as redeemed from the Walker sale, and say that Gridley in paying Walker the money was making a loan to Vandeventer, and he must look to him for its repayment. I do not deem it necessary to extend this argument further. All we desire is for the court to consider the evidence in the Record, which, as I have before stated, is fully abstracted.

Upon the whole case, I feel confident the decree should be reversed, and either the cause remanded to the court below, with instructions to render a decree in accordance with the prayer of the bill, or, if consistent with the practice of this court, that such a decree be rendered here.

R. E. WILLIAMS,
For Appellant.

No 198 21

Aaron W Hayden

vs

Asahel Greeley

Brief for Appellant

Filed August 27, 1864

L. Leland
Clerk

State of Illinois
Supreme court
3d Grand Division
Alton April term 1864

Aaron N Kellogg
vs
Ezekiel Spilly } Appeal from the Macon Co court.

In this cause the Appellant assigns the following Errors on the Record.

1st. The court Erred to the prejudice of Appellant in Entering a Decree dismissing the Bill.

2nd. The court Erred to the prejudice of the Appellant in not rendering a Decree, respecting the Injunction.

3rd The court Erred to the prejudice of the Appellant, in not rendering a Decree in accordance with the prayer of the bill,

For these Errors the Decree should be reversed.

R. E. Wilkins
Counsel for Appellant

And the said defendant in Error by C H Moore his atty Comes and says there is no Error in this record C H Moore

Pleas continued and held at the Court house in Bloomington in the County of McLean in the Eighth Judicial Circuit of the State of Illinois before the Honorable Circuit Court of said County, in a certain cause therein pending wherein Aaron W. Walden was Complainant and Asahel Bridley was Defendant=

State of Illinois } ss
McLean County }

Be it remembred that heretofore. to wit. on the 27th day of November A. D., 1857. came Aaron W. Walden by his attorneys and filed in the office of the Clerk of the Circuit Court of said County his Bill of Complaint in words & figures as follows. to wit.

To the Hon. David Davis Judge of the McLean County Circuit Court of Illinois. In Chancery sitting.

Humbly complaining. Shows unto your Honor. your Orator. Aaron W. Walden of McLean County Illinois that heretofore. to wit. on the 24th day of September 1857. one Robert E. William. as Administrator of the Estate of A. A. Strain. in pursuance of an order of the County Court of McLean County aforesaid sold at public sale to Orator. who was the highest bidder therefor. the following described lands. to wit.

The N½ of S.W¼ of Section 17. Township 24. N. R. 3. E

" S.W¼ of S.E¼ . " " " " " "

and conveyed the same to Orator by Deed. which deed is regularly recorded in the Recorders office of McLean County Illinois That Orator bid for said lands a fair round price. and secured the payment as required by said Order of Court. and that the

title to said lands came to said Strain in his life time from one James Vandeventer. Orator further shows unto your Honor that on the 18th day of November 1857. one Asahel Gridley obtained from Joseph H. Moore Esq. then Sheriff of McLean County aforesaid a deed to said tracts of land above described and others by virtue of a sale made under execution as herein after more fully explained - That at the September Term. A.D. 1858. of the McLean County Circuit Court aforesaid - said Asahel Gridley commenced an action of Ejectment against Orator to recover possession of said tracts of land above described. and as Orator is advised and believes the said Gridley in a Court of law will be entitled to recover possession of the same. he having an apparent strong legal title - Orator therefore shows unto your Honor as grounds why the title of said Gridley should not be sustained, the following facts. which are stated from information and belief - viz - That at the April Term. 1856. one James C. Walker recovered judgment against one James Vandeventer for the sum of $1990.80. That at the time said Judgment became a lien upon the real estate of said Vandeventer. he was of record the apparent owner and holder of the legal title to said lands above described. and said judgment became a lien thereon - That on the first day of May 1856 an execution issued upon said judgment and was levied upon the lands above described with other tracts. and the same after being advertised was sold. and bought in by said James C. Walker. and the Sheriff making said sale issued a Certificate of purchase to said James C. Walker - That the conveyance by said Vandeventer to said L.L. Strain deceased was made and delivered before the rendition of said Judgment - but said Strain neglected to have the same recorded until after

said judgment became a lien - That after said sale to said Walker the said Gridley and Vanderventer got together, and in-
-asmuch as said Vanderventer had in fact parted with his interest to nearly all of the lands sold under said execution. there was an arrangement made between said Gridley and said Vanderventer. by which said Gridley was to pay off and discharge the incumbrance created by said sale of Walkers aforesaid. and thus protect the bona-
-fide grantees of said Vanderventer. and as a security for so doing. said Vanderventer confessed a judgment in favor of said Gridley at the — term of said McLean Circuit Court for the sum of $ ——— and gave other security to said Gridley. - That said Gridley proclaimed frankly and openly for a while after said arrangement was made that he was going to pay off said sale to Walker and redeem the lands sold. and that he was to do this for Vanderventer - That he told this to said Robert E. Williams. administrator aforesaid. and to divers other persons interested in said lands sold - as orator is informed. and thus induced all of said parties to rest easy. and sleep upon their rights. and to fail to redeem from said sale - by reason whereof. the full term allowed for redeeming lands from sale on executions expired, — without said Robert E. Williams as administrator. or orator making any effort to redeem same from said sale - And in the meantime said Gridley in pursuance of said arrangement with said Vanderventer, paid said Walker the amount of his certificate of purchase on said lands and instead of taking a certificate of redemption. as was his duty to do. obtained from said Walker an assignment of said certificate to him. and as assignee of said certificate of purchase after the time for re-
-demption expired, the said Gridley obtained the deed aforesaid from said Sheriff Morse. when in truth and in fact as orator be-
-lieves the money given to said Walker was in payment of said certificate

of purchase. and in equity discharged the lands described in said Certificate from the sale and the incumbrance created thereby. And Orator charges that said Gridley in taking said assignment of said Certificate. and a Deed to said lands acted in bad faith to said Vandeventer and the numerous parties interested in said land as grantee of said Vandeventer - and that said Gridley holds the title to said lands in trust for the grantee of said Vandeventer. and that the actions of said Gridley in the premises should not be sustained so as to allow him to divest Orator of the title to said lands acquired through said sale by said Williams as Administrator aforesaid - Inasmuch therefore. as Orator has no adequate remedy at Common Law. he prays your Honor to take cognizance of his case. That said Gridley be made a Defendant hereto. and that Process may issue against him. and that he be required to answer all and singular the allegations of this Bill. and the interrogatories hereto annexed. upon his Corporal oath. That said suit at law to recover possession of said land be enjoined. and that upon a final hearing hereof said injunction may be made perpetual. and for such other and general relief as the necessity of the case may require. And as in duty bound Orator will ever pray &c.

Swett & Orme. Attys A. W. Walden.

State of Illinois } ss
McLean County } Aaron W. Walden being first duly sworn. says and swears that the matters and things stated in the foregoing Bill of his own knowledge are true. and those things stated upon information and belief he believes to be true. and further saith not.

Subscribed & Sworn to before me A. W. Walden
Nov. 27th 1858. Wm McCullough. Clerk
pr. H. Burr. Dpty.

Interrogatories referred to in foregoing Bill.

Int. 1st. Did not James Vandeventer make an arrangement with you, in his name to pay off the judgment and sale in favor of James L. Walker, referred to in the Bill? or any other arrangement for the same purpose? and did you not agree with said Vandeventer to do so?

Int. 2d. What arrangement was made between you & Vandeventer for the payment of said Walker judgment, or redemption of the lands under the sale made on said judgment? State fully the same.

Int. 3d. Did you not agree to pay off said Judgment or redeem from said sale above mentioned in the name, and for the benefit of (or otherwise) the said James Vandeventer and his grantee.

Int. 4th. Did you not know that L. L. Stair now deceased held a deed for the lands described in the Bill at the time you took an assignment of said Certificate of purchase from said Walker?

Int. 5th. Were you acting in pursuance of said arrangement with Vandeventer when you took an assignment of said Certificate of purchase from said Walker?

Int. 6th. Did not said James Vandeventer agree & declare in your favor to a large amount to protect and cover any advances you should make in paying off said judgment of Walker or redeeming from said Sale? and in taking said

Judgment did you not agree to pay off said Judgment or reclaim from said sale? Answer fully the date and amount of said judgment in your favor against said Vandeventer, and if not given for the purpose above specified, state why and for what it was given - and what indebtedness existed from him to you at the date of said Judgment.

Int. 7th. Did not Vandeventer give you some other securities besides said Judgment in your favor, as a means of covering advances you might make to redeem said lands? If so, state fully what such securities are -

Attached to said Bill of Complaint was an order for an Injunction in words and figures as follows, to wit.

Order for Injunction. Let an injunction issue in accordance with prayer of foregoing Bill - on Complts. executing Bond with security to be approved by Clerk of Circuit Court in sum of $200. conditioned to pay all damages sustained by reason of wrongful issuing of said Injunction.
Nov. 27th. 1858 D. Davis, Judge.

And thereupon on said 27th day of November A. D. 1858 came said Complainant and filed an Injunction Bond in this cause, which Bond was in words and figures as follows, to wit.

Injunction Bond. Know all men by these presents that we Aaron V. Walden and John Rouse of the County of McLean and State of Illinois are holden and firmly bound unto Asahel Bradley in the penal sum of Two Hundred Dollars lawful money, for the payment

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of which well and truly to be made we do hereby bind ourselves our heirs. executors and administrators. jointly. severally and firmly by these presents. Sealed with our seals and dated this 27th day of November. A. D. 1858.

The condition of the above obligation is such. that whereas the above bounden Aaron V. Walden has prayed for and obtained a writ of Injunction from the Judge of the Circuit Court of said County. restraining and enjoining the said Asahel Bridley from prosecuting in the Circuit Court of said County a suit in Ejectment to recover possession of the N½ SW¼ and SW¼ SE¼ of Sec. 17- Town 24. North range 3 East. until the Circuit Court of said County should make other order to the contary-

Now if the said Aaron V. Walden shall pay or cause to be paid to the said Asahel Bridley all such damages as he may sustain by reason of the issuing of said Injunction. and also such costs and damages as may be awarded against said Complainant by the Court in case the said Injunction herein granted shall be dissolved. then this obligation shall be void. otherwise to be and remain in full force and effect in law and equity-

Approved by me this 27th day of November 1858.

Wm. McCullough Clerk
pr. E. Burr. Dpty

A. V. Walden (Seal)
John House (Seal)

And thereupon there issued out of said Court a writ of Injunction in words and figures as follows. to wit.

State of Illinois } ss
McLean County } The People of the State of Illinois.

To Asahel Bridley send - Greeting -

Whereas Aaron W. Walden has lately exhibited his Bill of Complaint to the Judge of the Circuit Court in and for the County aforesaid. wherein among other things it is alledged that you do unjustly prosecute the said Aaron W. Walden at law in a certain suit in Ejectment to gain possession of the N½ SW¼ of Section 17. Township 24 North of range 3 East. and S½ SE¼ of same section. We therefore in consideration of the premises as more fully set forth in said Complainants Bill. do hereby command and enjoin you. that you do absolutely and entirely desist from prosecuting said suit at law until you shall appear and fully answer said Bill. and said Circuit Court shall make further order to the contrary.

To the Sheriff of said County to execute.

Witness. Wm. McCullough Clerk of said Circuit Court and the seal thereof hereto affixed. this 27th day of November. 1858.

Seal

Wm. McCullough. Clk.
pr. H. Burr. Dpty.

Which writ of Injunction was by the Sheriff of said County returned into said Court endorsed as follows. to wit.

Shffs. Return

Executed this writ by delivering a true copy of the same to the within named Asahel Bridley. Nov. 29th 1858.

Fee S. & E. 00 Copy &c. mileage 5 1.15

W. P. Withers. Shff.

And also on said 27th day of November A.D. 1858. there issued out of said Court a writ of Summons in words and figures as

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follows. to wit.

Summons

State of Illinois } ss
Mc Lean County } The People of the State of Illinois.
To the Sheriff of said County Greeting

We command you to Summon Asahel Gridley if to be found in your County personally to be and appear before the Circuit Court of said County on the first day of the next term thereof to be holden at the Court house in Bloomington on the second monday in the month of December next. to answer to a certain Bill of Complaint filed in our said Circuit Court in the Chancery side thereof against him by Aaron W. Walden for Injunction and relief- and further to do and receive what shall then and there by our said Court be adjudged against them. And this they are in no wise to omit. And have you then and there this writ. and make return thereon in what manner you execute the same.

Witness Wm. Mc Cullough. Clerk of said Circuit Court and the seal thereof hereto affixed. at Bloomington this 27th day of November in the year of our Lord One Thousand Eight Hundred and fifty eight.

Seal

Wm. Mc Cullough. Clerk.
pr Chs Burr. Dpsty.

Which Summons was by the Sheriff of said County returned into said Court endorsed as follows.

Sheriffs return. Executed the within writ by a true copy to the within Asahel Gridley this Nov. 29th. 1858. Fees. S. & R. 60. Copy 50 mileage 5 $1.15.

W. P. Walker. Sheff.

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And thereupon afterwards at the regular December Term of said Court. to wit. on the 13th day of December. A. D. 1858 the following order was made in this cause as appears of record to wit.

Order of Court

Aaron W. Walden
vs
Asahel Gridley
Bill for Injunction.

This day comes the Complainant by his attorney. and on his motion said Defendant is by the Court ruled to answer the Bill of Complaint filed herein within ninety days from this date. and this cause is continued.

And thereupon by a general order of continuance entered at the close of each Term this cause was continued by said Court from Term to Term until the December Term. 1859. and at said December Term. to wit. on the 1st day of February A. D. 1860. further order was made in this cause as appears of record. to wit.

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Order of Court.

Aaron W. Walden
vs
Asahel Gridley
Bill for Injunction

And now at this day on motion of said Defendant by his attorneys. leave is granted him by the Court to file herein his answer to said Complainants Bill. upon the payment of all the costs of this suit.

And thereupon on said 1st day of February A. D. 1860. came said Defendant and filed his answer to said Complainants

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Bill. which answer was in words and figures as follows. to wit.

Aaron W. Walder
vs
Asahel Gridley

In the McLean Circuit Court. State of Illinois. In Chancery.

Answer

The answer of Asahel Gridley sole Defendant to the Bill of Complaint filed against him in the above entitled cause.

Said Defendant saving and reserving all just right of exception to said Complainants Bill of Complaint, answering says— That he is informed and believes, and therefore admits it to be true as in said Bill stated that Robert E. Williams as administrator of the Estate of D. L. Strain, sold to said Complainant the land in said Bill described to wit. The S.W. qr of S.E. qr Sec. 17. Township 24. N.R. 3. E. and the S.W. qr of the S.E. qr. Sec. 17. Township 24 N. R. 3. E. and conveyed the same to said Complainant, and that said Complainants deed was recorded as in said Bill stated. That he said Defendant is further informed, and believes that said Complainant bid for said land a fair round price, and secured the payments as required, and that said Strain in his life time, derived his title to said land from said James Vandeventer. Said Defendant further admits that it is true that on the 18th day of November 1857- he said Defendant obtained a Deed for said lands with other lands from Joseph H. Moore Then Sheriff of McLean County- by virtue of a sale made under execution- Said Defendant further admits it to be true as in said Bill stated that he has commenced an action of Ejectment in this Court at the Common Law side thereof against said Complainant to

recover the possession of said land & that said action of Ejectment is still pending & undetermined. Said Defendant further admits it to be true as in said Bill stated. (as he is informed and believes) that James C. Walker recovered a judgment at the April Term A.D. 1856. against said James Vandeventer for the sum of $1990.80. and that said judgment became a lien upon said land. That execution issued upon said Judgment on the 1st day of May 1856. and was levied upon said land with other lands. and the same after being duly advertised were sold by the Sheriff & bought in by said James C. Walker on the 14th day of July 1856. That said lands in said Bill described were bid off by said Walker on that day for the sum of Four Hundred and Sixty Dollars. and that said Sheriff issued a Certificate of said purchase to said James C. Walker, Said Defendant is informed and believes. and therefore admits it to be true that said Vandeventer had conveyed said land to said Stair-deceased before said Judgment was rendered. and that said Stair had neglected to have said Deed recorded until after said judgment was rendered, But Respondent denies that said Walker had any notice whatever of said Conveyance to said Stair until long after said judgment became a lien upon said land. Said Defendant further answering says. That it is not true that he. said Defendant and said James Vandeventer after said sale or at any other time. and made an arrangement together that said Defendant was to pay off and discharge said incumbrance created by said sale of Walker- and as security for so doing that said Vandeventer confessed a Judgment in favor of said Defendant at the ___ Term of said McLean Circuit Court and gave to the Defendant other security- But said Defendant states and charges that in truth and in

fact, that before that time, and up to the present time said Vandeventer has been largely indebted to said Defendant. That at the June term 1857 of said McLean Circuit Court, said Vandeventer confessed a Judgment to Defendant for the sum of about the sum of $5000, (the exact sum not remembered) That said Judgment was confessed at the instance of said Vandeventer, and for his convenience, and was without consideration and was intended to be used solely for the purpose of enabling said Defendant to redeem said lands from said sale of Walker, he said Vandeventer agreeing to furnish to said Defendant the money with which to redeem said lands as a Judgment creditor. That at the time said Judgment was confessed said Vandeventer was, and still is indebted to said Defendant, and that said Judgment was not intended as a security for money to be advanced to redeem said lands, or for any other purpose except as above stated, to enable said Respondent to redeem as a Judgment creditor with money that should be and was to be furnished by said Vandeventer. That said Vandeventer failed and neglected to furnish said Defendant with any money whatever, either to pay his indebtedness to Defendant or to enable Defendant to redeem said lands from said sale to Walker. Said Defendant further answering says, That he relied upon said Vandeventer furnishing said money to redeem said lands inasmuch as the transaction was solely for his interest, and frankly did say to Robert E. Williams, and perhaps to other persons, that he, said Defendant intended to redeem said land for said Vandeventer. But said Respondent expressly & emphatically denies that he had any design to induce the said Williams as administrator or any other person to sleep upon their rights and

the time of redemption had expired. And inasmuch as said Vandeventer did not furnish Defendant with the money. said land was not redeemed by said Defendant-

Said Defendant further answering says. that on the 17th day of August 1857 and after the time had expired for said Vandeventer or said Williams as Administrator of said Estate to redeem said land. he. said Defendant purchased of said Walker for the sum of Thirteen Hundred and Sixty and 63/100 Dollars. with his own funds and for his own use and benefit. the Certificate of Purchase so executed to him by said Sheriff. which Certificate of purchase was then and there by said Walker duly assigned to said Defendant. And upon said Certificate of purchase after the expiration of fifteen months had expired from the date of said sale received from said Sheriff a Deed for said land. said Defendant further denies that said money so paid to Walker was intended to operate as a redemption of said lands. but charges that the same was intended and in fact was used. and intended to be used in the purchase of said Certificate- that the funds used were the funds of said Defendant and said Vandeventer had no interest whatever in the same. Said Defendant further denies that he acted in bad faith to said Vandeventer or to any other persons interested in said land. and charges the truth to be that said Robert E. Williams as administrator had no funds in his hands as such. with which to redeem said land from said sale. and that he has no equitable right. nor said Complainant has no equitable right to complain that this Defendant purchased said Certificate instead of redeeming said land for said Vandeventer. Now therefore this Defendant having fully answered said Complainants Bill

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of Complaint. prays that he may be hence dismissed & that said Injunction granted herein may be dissolved.

Subscribed & Sworn to before me Dec. 20th. 1859.

A. Gridley.

Wm McCullough. Clerk
By L. Burr. Dpty

and thereupon. afterwards. to wit. on the 19th day of November a. D. 1860. came said Complainant by his attorney and filed his Replication to said answer. which Replication was in words and figures as follows. to wit.

Replication. 1

The Replication of Aaron W. Walden to the answer of Asahel Gridley to the Bill of Complaint. exhibited by this Repliant in the McLean Circuit Court of Illinois.

This Repliant saving &c for Replication to said answer says that the same is uncertain. erroneous and untrue. and that this Repliant will aver and maintain and prove his said Bill to be true in such manner as this Honorable Court shall direct.

Scott & Orme, for Complt.

And thereupon this cause was continued by said Court from term to term until the December term a. D. 1863. and at said December term. to wit. on the 31st day of December. a. D. 1863. this cause came on for hearing

Present. Hon. John M. Scott. Presiding Judge.
Edward R. Roe. Clerk.
Norval Dixon. Sheriff.

And finial Decree was rendered herein by said Court as

appears of record in words and figures as follows. to wit.

Aaron W. Walden
vs
Asahel Gridley
Bill for Injunction & Relief

And now at this day comes the said complainant by Williams. Bris & Birch his attorneys. and also comes said Defendant by Wm. H. Hanna his attorney. and this cause now coming on for final hearing - is submitted to the Court upon the Bill and answer thereto and Replication to said answer. Exhibits on file. Depositions. and testimony taken in open Court. and the Court having heard the proofs and arguments of Counsel. and being now fully advised in the premises. doth find that there is no equity in complainants Bill. It is thereupon ordered and decreed by the Court here that the Injunction herein-before granted and allowed be dissolved and that said complainants bill be dismissed. without prejudice, and that said complainant pay the costs of this proceeding. and that execution issue therefor. And now said complainant by his attorney prays an appeal to the Supreme Court of this State. and the same is granted upon his giving bond conditioned as the law directs in the sum of Two Hundred Dollars with Robt E. Williams as security.

And thereupon afterwards. at said December Term of said Court. to wit. on the 2d day of January A.D. 1864. came said complainant by his attorney and filed herein a Certificate of the evidence introduced upon the hearing of this cause. which Certificate was in words and figures as follows. to wit.

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State of Illinois
McLean Circuit Court
Jason W. Walden
vs
Asahel Gridley

December Term. 1863.

In Chancery. For Relief.

Evidence.

This cause was tried upon the Bill Answer and Replication. and the following evidence introduced by the Complainant.

Testimony of Williams.

1st. Testimony of R. S. Williams. taken in open Court. as follows.

The time of the conversation I cant give. It was. I am pretty certain between the 12th and 15th month after the sale of this land under the Walker execution. I had the following conversation with A. Gridley - I met Col. Gridley in the street & he stopped me, It was at a time when there was several per cent difference between gold and currency. Gridley remarked to me - if you will take currency I will now redeem. or I am now ready to redeem. (I am not certain which expression) the Vandeventer Lands. or the Walker Judgment. (I am not certain which expression) but think it was "the Vandeventer Lands", I was at this time a partner of Walkers but had nothing to do with this Vandeventer Judgment, Walker was at that time I think in Missouri, I replied to what he said, that I had not any thing personally to do with the Vandeventer Judgment, consequently I could not tell him whether his proposal would be accepted or not. but that Mr. Walker would be at home shortly & I would tell him of the proposition & I presumed he would accept it - He requested me to tell Mr. Walker & I did tell him. I told Walker what he. Gridley. told me. I was administrator of the Estate of J. L. Strain at this time - I had no money of the Estate in my hands & made no effort to get any. and the reason I made

no effort to get the money. was. that I had learned from source, and all the time understood that the land was all redeemed - The Estate was insolvent. nor could I get any money from that source. except the land - Everything else outside of the land & homestead would not pay the widows allowance. I would have raised the money myself - calculating to reimburse myself out of the land when it was sold - The land was valuable and sold for $2400 ±.

Admissions. (2) It is admitted by the parties to this suit that Stain had a deed from Vandeventer to the land. older than Walkers Judgment. but it was unrecorded until after the Judgment became a lien, and that Gridley's deed from the Sheriff covers all the land in the Walker Certificate on the sale under the Walker Judgment.

Deposition of Walker 3d Deposition of James O. Walker. as follows=

Question - Do you know the parties to this suit?.

Answer — I do.

Question - Did you obtain a judgment against one James Vandeventer. in McLean Circuit Court of 2nd term. & proceed to execution and sell certain lands thereunder & take a certificate of purchase therefor. and if yes. what did you do with said Certificate?

Answer-

I did obtain a Judgment against James Vandeventer for upwards of $1800. I think at the April Term 1856 of said Court, and under the Execution issued on said Judgment. land was sold & I became the purchaser. and received from the Sheriff a Certificate or perhaps two Certificates of purchase & transferred them to Defendant.

Question=

When was it you transferred said Certificates of purchase to said Defendant. and upon whose request was it done? and

19 did said Defendant at that time tell you what he wanted said Certificates of Purchase for, and why and for whom he bought them? if yes. Tell all he said in that connection.

Answer=

The time of my transfer of said Certificates was after the expiration of twelve months from the sale, and before the expiration of the fifteen months - I do not recollect the exact date - but refer to the transfer as probably showing the exact date. I made the transfer at the instance and request of Defendant - The Defendant said that he wanted the transfer of the Certificates, or wanted to redeem the land for the benefit of Lama Vandeventer, for whom, I understood from him, he was acting as attorney or agent. He spoke to me several times about the matter between the time of the expiration of the twelve months from the sale, and the time of the transfer - and said in those conversations that he intended to redeem the land from my execution sales, and that he had a Judgment against Vandeventer to extend the time of redemption three months longer, and meeting me on the street the day or day before the date of the transfer told me he would then redeem the land if I would take currency instead of gold - I told him I would do so, and we went together to the Clerks office to get the amount and have the matter fixed up - Col. Bradley requested Mr. Burr to make the calculation of interest, which was done, and then requested him to write the transfer on the record and on the Certificates, for me to sign, while doing which, Mr. Burr asked him what would become of the Tenders of Vandeventer, for the lands covered by the Certificates - Col. Bradley said that what he was doing was for their benefit and for the benefit of Vandeventer, and that the transfer was a mere matter of form. This may not have been his precise

language. but it was the substance if not his exact words.

Question.

Was this conversation just stated. between you and the Defendant at the Clerks office. in the presence of any one else? If yes who was it?

Answer.

My recollection is. that Mr. Hudson Bunn. was present during all the time of the conversation between Defendant & me at the Clerks office. and I think Wm. McCullough was present part. if not all the time, I do not remember that any person else was present.

Cross Interrogatory.

Did Gridley ever say any thing to you about redeeming the land before the 12 months expired from the date of the sale.

Answer.

I do not recollect that he ever did. I dont think that he did.

Deposition of Hudson Bunn

4th. Deposition of Hudson Bunn. as follows.

Sometime in the Summer of 1857. I held a Certificate of purchase on some land owned by A. J. Hesdrick. One day that Summer I met Asahel Gridley. and he asked me about the Certificate and said- "I intend to redeem that and the Vandeventer land before the time runs out". He told me he had taken a Judgment against Vandeventer for $600.- to get 15 months to redeem if necessary, I afterwards went to the McLean County Bank and asked Gridley how soon he could pay me the money, as I was in want of it. He said he should have money in a few days & then he should take up my Certificate and Walkers,

A few days afterwards. Gridley and Walker came to the Circuit Clerks office. and Gridley asked me to compute the amount due

on Walkers Certificates. which he held on Vandeventer land. I did so and gave him the amount. At his request I then wrote an assignment on each of the two Certificates. and another assignment on the record of each & handed them to Walker to sign. Walker hesitated. and said he understood the land was redeemed. and if he (Gridley) intended to take a deed. he (Walker) might as well keep the Certificate. and take a deed. as any body - Gridley said he was doing this entirely for Vandeventers benefit. and he did not want the land. Walker then signed the assignments. Afterwards. when the land was sold by Stains Administrator I attended the sale and bid on the land. but it went higher than I wanted to pay.

The following evidence was introduced by the Defendant.

Deposition of James Vandeventer

Interog- 1st.

Are you acquainted with the parties to this suit. and if so. how long have you known them.

Answer.

I am not personally acquainted with the Complainant. I am not certain that I ever saw him. I have been personally acquainted with the Defendant. Mr. Gridley. for about twenty seven years.

Interog - 2d.

State what arangements you made with the Defendant Gridley about redeeming certain lands. and what lands. from a sale made on an Execution in favor of James C. Walker.

Answer.

In July A. D. 1856. J. C. Walker held a Judgment against me in the Circuit Court of McLean County Ills. that he had

execution issued and levied on certain lands in said county and among other lands levied on. I believe there was some land in Township 24. N. R. 3. E. - I saw M. Gridley in May 1857. and I asked M. Gridley how I could make an arrangement by which I could get an extension of time to redeem the lands that Walker had sold on the execution that I have just referred to. He told me I could get time by making a Judgment Creditor and suggested that I execute a note to him. which I did for Five Thousand Dollars and I took from him an instrument which reads as follows.

"James Vanderventers note to me for Five Thousand Dollars dated May 9th. 1857. will be fully satisfied by his paying to me Twenty One Hundred Dollars to redeem his McLean County lands which have been sold at Sheriff sale in said County."

"Witness my hand and seal this 11th May 1857."

"P. Gridley"

There are no definite arrangements entered into between M. Gridley and myself in regard to his redeeming the land, any further than what is set forth in this agreement. But I expected M. Gridley to redeem the land as a Judgment creditor for my benefit - and at the time Gridley and I made this arrangement I expected to furnish him the money to redeem the land, and if I did not furnish the money in time to redeem I expected him to advance the money himself and that I would pay it back to him with interest - if he done anything with it this is what I expected him to do - I did not know anything about Gridley purchasing the Sheriffs Certificate from M. Walker until some time after he had purchased it - and for some time after the time of redemption had passed. I expected that whatever M. Gridley did in the matter he was

do as a matter of accommodation to me.

Interog- 3rd

Was you or not at the time of the confession of said Judg-ment indebted to said Defendant Gridley. and if so. what amount.

Answr.

At that time I think I was indebted to Gridley & Co., to what amount I do not recollect. and they had notes of mine in their possession as collateral security for the amount that I owed them, but this indebtedness had no connection with the Judgment that Gridley holds against me.

Interog- 4th.

What amount of money if any did you furnish said Defendant Gridley, with which to redeem said land.?

Answr.

I did not furnish Gridley any money to redeem the land in controversy particularly- That is I did not furnish him money before the time of Redemption expired to redeem the land in controversy or any other land. but since the time of redemption expired, I and others have paid Gridley some considerable amount of money, which was paid him on the Walker Judgment but no part of the money as I know of has been paid for the purpose of redeeming the land in controversy. but has been paid for the purpose of redeeming other lands. and when paid, I understand Quit claim deeds were executed by Mr. Gridley to the parties who paid,

Interog- 5th.

State generally and particularly any other matter or thing you may know about this cause that would be of advantage to the parties thereto.

Answer.

I would further state that the sole object of the Judgment by confession, was to give Gridley the rights of a Judgment Creditor so he would have three months longer to redeem, and for the benefit of all parties concerned.

Cross Interog- 1st.

Did not Gridley agree with you to redeem all the lands sold at Sheriffs sale on an execution in favor of one James C. Walker, and against you, at what time was he to redeem?

Answer.

Gridley was to redeem the lands as a Judgment Creditor, but there was no time fixed, but was to redeem them before the time would expire fixed by law,

Cross Interog- 2d.

Upon what terms with you did Gridley agree to redeem your lands sold on the execution in favor of Walker and against you. State fully all the conditions and terms of the agreement.

Answer.

The terms were, that I was to furnish the money to Gridley to redeem the lands with, but if he failed to get the money ready before the time of redemption expired, and Gridley furnished it himself, that I would pay him back the amount advanced by him with interest, and I expected Gridley to hold the lands that I owned then (in McLean Co.) until he received his money.

Cross Interog- 3d.

If in answer to the 2d direct interogatory, you say that an arrangement was made between you and Gridley, was the arrangement reduced to writing, or was it merely verbal? If in writing, please attach the writing, or a true copy of it to

Deposition. if in your possession. and if not in your pos-
-session. state where it (the writing) is.

Answr-

The only writing between Stidley and myself I have g
in my answr to the 2d direct interrogatory.

Cross Interrog- 4th.

When was said arrangement. (if any) made. and where.
and who was present?

Answr.

It was made in the City of Bloomington. McLean. Co.
Illinois. and was made in May. 1857. I do not think there
was any person present- if any person. it was J. D. Hickijse.

Cross Interrog- 5th.

Where did you reside at the time of making said arrange-
-ment. and where did you remove your residence from McLean
County Illinois?

Answr.

At the time of making the arrangement I resided in Bar-
-ton. Lucas Co. Iowa. and I removed from McLean County
Illinois on the 8th day of April 1856.

Cross Interrog. 6th.

Did you ever confess a Judgment in the McLean Count.
Circuit Court of Illinois. against yourself and in favor of
Stidley for about $5000.- If yea. State what was the con-
-sideration of said Judgment and what arrangement was made
between you and Stidley about confessing said Judgment.
and what particular object you and Stidley had in obtaining
said Judgment to be entered?

Answr.

I did confess a Judgment in said Circuit Court for $500. against myself and in favor of Bridley - The only consideration and object, was to make him a Judgment Creditor in order to have the benefit of the law giving Judgment Creditors three months longer to redeem lands sold on execution.

Cross Interog- 7th.

Is it not true that Bridley did agree to redeem the lands named in the 2nd Cross interrogatory, so as to relieve them of the incumbrance of the Walker sale?

Answer-

Bridley was to redeem the lands as a Judgment Creditor if he did any thing in the matter, and receive the benefit accruing to a Judgment creditor, I did not expect Bridley to purchase the Sheriffs Certificate of Walker,

Cross Interog. 8th.

Did you not make the arrangement for Bridley to redeem said lands from Walkers sale for your benefit and the benefit of the persons to whom you had sold the lands?

Answer.

I did make the arrangement with Bridley for my benefit and for the benefit of those to whom I had sold land.

Cross Interog. 9th.

If you were to pay any money to Bridley to re-imburse him for the redemption money he laid out, when were you to pay him, and how and did you ever pay him any- and if so, when and how much?

Answer.

I was to pay him money, and was to pay him before the time of redemption expired, if I could, and if did not and

he advanced the money to redeem the lands. I was to pay him as soon as I could - I did pay him as stated in my answer to direct interrogatory 4th.

Cross Interog. 10th.

How many conversations have you had with Smiley about the matter you are now interrogated - since December. 1857.

Answer - None.

Cross Interog. 11th.

How many letters have you received from Smiley on the matter you are now interrogated about. since December 1857. and have you those letters about you?

Answer.

I have received only one. and that one I have about me.

Cross Interog. 12th.

Has any person objecting or believing to represent Mr Smiley. talked with you concerning the matter you are now interrogated about - either before or since the commencement of taking your deposition?

Answer.

I have conversed with no one on this matter either before or since the commencement of taking my deposition. except Mr. Benjamin.

Cross Interog - 13th.

Has not Smiley. by his own conversations and letters. and the conversations and statements of his agents. to and with you. endeavored to refresh your recollection about the arrangement between you and him in reference to redeeming the lands sold as aforesaid.

Answer.

I have never conversed with M. Bridley since July 1858. on any subject. and I have conversed with no one relative to M. Bridley except M. Benjamin to day. and I do not think that any thing he has said. has refreshed my memory in relation to the agreement between Bridley and myself.

Defendant then introduced two Certificates of Purchase and the assignments thereon. as follows.

State of Illinois
McLean County } I John J. Price Sheriff of said County do hereby certify that on the 14th day of July A.D. 1856. I did expose to sale at public vendue at the Court house in the City of Bloomington in said County and State aforesaid. and did then sell to James C. Walker. who was the highest and last bidder therefor. the following tracts or lot of land. situate in the County and State aforesaid. known and designated as follows. to wit- 20 acres off of the East side of the North East quarter of Section 32. Town 22. R 4. East. to James C. Walker for the sum of 20 Dollars. Also 80 acres the South half of the South West quarter of Section 17. Town 24. R. 3. East to James C. Walker for the sum of 80 Dollars. Also the South half of Lot 2 in the north west quarter of Section 31. Town 22. R. 4. East to James C. Walker for 85 Dollars. Also the West half of the South East quarter of Section 33. Town 22. N. R. 5. East to James C. Walker for the sum of 85 Dollars. Also the South West of the north East quarter of Section 7. Town 21. N. R. 4 East. to James C. Walker for the sum of 160 Dollars. Also the West quarter of the South East quarter of Section 17. Town 24. N. R. 3. East to James C. Walker for the sum of 160 Dollars. Also the West half of the South East quarter of Section 7. Town

21. N. R. 4. East to James C. Walker for the sum of 160 Dollars. Also the north half of lot 2 in the South west quarter of Section 18. Town 22. N. R. 5. East to James C. Walker for the sum of 160 Dollars. Also the west half of the North East quarter of Section 1. Town 21. N. R. 4. East to James C. Walker for the sum of 160 Dollars. Also lot 1. in the North West quarter of Section 1. Town 21. N. R. 4. East. to James C. Walker for the sum of 177 63/100 Dollars. Also Lots 11 and 12 in Block 1. in Evans Addition to Bloomington to James C. Walker for the sum of 5 Dollars. Also Lot 5 in Block 16 in Leroy to James C. Walker for the sum of 75 Dollars. making in all the sum of Fifteen Hundred and forty seven Dollars and Sixty three cents $1547 63/100 which said tract or lot of land was by me levied and sold as the property of James Vandeventer by virtue of an execution issued out of the McLean Circuit Court upon a Judgment of record in said Court attained at the April Term. A. D. 1856. in favor of James C. Walker for the sum of Nineteen Hundred and Ninety Dollars and Eighty cents. and costs of suit. and against James Vandeventer. which execution was issued on the first day of May A. D. 1856. And I further certify that James C. Walker the purchaser will be entitled to a conveyance in fee of the land sold as aforesaid at the expiration of fifteen months from the day of sale if said land be not then redeemed. Witness my hand and seal this 14th day of July in the year of our Lord One Thousand Eight Hundred and fifty six.

L. L. Price. Sheriff of McLean Co.
By Jno. M. Scarritt. Dep'ty.

State of Illinois } ss
McLean County }

For value received I hereby assign this

Certificate of Purchase to Asahel Shidley. Aug. 17th. 1857.

Witness my hand and Seal.

J. C. Walker. [L.S.]

State of Illinois }
McLean County } I. J. J. Price. Sheriff of said County do hereby certify That on the 21st day of June 1856. I did expose to Sale at Public vendue at the Court house in Bloomington in said County and State aforesaid. and did then sell to James C. Walker who was the highest and best bidder therefor. the following tract or lot of land situate in the County and State aforesaid known and designated as follows to wit= The East half of the North West quarter of Section Twenty five (25) Town Twenty two (22) North of Range four (4) East for the sum of three hundred and Seven dollars and Eighty five cents. which said tract or lot of land was by me duly sold as Sheriff of said County Vandevanter by virtue of an Execution issued out of the McLean Circuit Court upon a Judgment of record in said Court obtained at the April Term thereof 1856. in favor of James C. Walker for the sum of Two hundred and ninety four Dollars and costs of suit. and against James Vandevanter. which execution was issued on the 15th day of May. 1856. And I further certify that James C. Walker the purchaser will be entitled to a conveyance in fee of the land sold as aforesaid at the expiration of fifteen months from the day of sale if said land be not then redeemed.

Witness my hand and seal this 21st day of June in the year of Our Lord One Thousand Eight Hundred and fifty six.

J. J. Price Sheriff McLean County

By Jno. T. Lawmon. Dept.

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State of Illinois } ss
McLean County }

For value received I hereby assign this Certificate of Purchase to Isaiah Sidley. Aug. 17th. 1857.

J. C. Walker [L.S.]

This was all the evidence in the case. and I give this as my Certificate of the evidence upon which the case was tried for the purpose of sending it to the Supreme Court.
In Testimony whereof I have hereunto set my hand and Seal this 2d day of January 1863.

John M. Scott. [Seal]
Judge &c.

And thereafter. to wit. at said Decmbr Term of said Court. to wit. on the 7th day of January. A.D. 1864. came said Complainant and filed herein his Appeal Bond. in words and figures as follows. to wit.

Know all men by these presents. that we Aaron V. Walker & Robert E. Williams of the County of McLean and State of Illinois are held and firmly bound unto Isaiah Sidley in the penal sum of Six Hundred Dollars for the payment of which well and truly to be made we and each of us bind ourselves our heirs. executors and administrators. jointly and severally and by these presents - sealed with our seals and dated at Bloomington this 7th day of January A.D. 1864. Anno Domini One Thousand Eight Hundred and Sixty four.=

The condition of the above obligation is such. that whereas the above named Isaiah Sidley did on the 21st day of

One Thousand Eight Hundred and sixty four. at the
the Circuit Court then being holden within and for the
County of McLean and State of Illinois obtain a Decree
against the above named Aaron V. Walden, for cost of
Suit. and dismissing the Bill of said Aaron V. Walden.
from which Decree the said Aaron V. Walden has prayed for
and obtained an appeal to the Supreme Court of said State.
Now if the said Aaron V. Walden shall duly prosecute
said appeal. and shall moreover pay the amount of the
Judgment. costs. interest and Damages rendered and to be
rendered against him the said Aaron V. Walden in case the
said Decree shall be affirmed in the said Supreme Court. then
the above obligation to be null and void. otherwise to remain in
full force and virtue.

Taken and entered into before } A. V. Walden (Seal)
me and approved this 5th day } E. E. Dillon (Seal)
of January A. D. 1864. in Open
Court. John R. Scott. Judge &c

State of Illinois }
McLean County } ss I. Edward R. Roe. Clerk of the Circuit Court
in and for said County. do hereby certify that the foregoing is a true
and complete Transcript of the record and files of my office pert-
-aining to a certain cause wherein Aaron V. Walden is Complainant
and Asahel Dilley is Defendant.

In testimony whereof I have hereunto set my hand
and seal of office this 5th day of March A.D. 1864

Edward R. Roe. Clerk

By Truman Bunn. Dep.

195 21

Aaron W. Walden
appellant.

vs

Asahel Sidley.
appellee

Record.

Filed Apl. 20, 1864
L. Leland
Clk.

Fees for this Record. $8.00
Paid by R. E. Williams
Att'y for Appellant

E. K. Kerr Clk
by L. Leland Dep.