

To. 13160

Supreme Court of Illinois

Worden et al

vs.

William

71641  7

STATE OF ILLINOIS,

SUPREME COURT,

Third Grand Division.

1880

No. 222.

Warden
vs

Williams

CATON LINES.

Illinois and Mississippi Telegraph Company.

IN CONNECTION WITH ALL OTHER LINES IN THE
UNITED STATES AND CANADAS.

TERMS AND CONDITIONS ON WHICH MESSAGES ARE RECEIVED BY THIS COMPANY FOR TRANSMISSION:

The public are notified, that, in order to guard against mistakes in the transmission of messages, every message of importance ought to be repeated, by being sent back from the station at which it is to be received to the station from which it is originally sent. Half the usual price for transmission will be charged for repeating the message. This Company will not be responsible for mistakes or delays in the transmission or delivery of unreported messages, from whatever cause they may arise; nor will it be responsible for damages arising from mistakes or delays in the transmission or delivery of a repeated message, beyond an amount exceeding two hundred times the amount paid for sending the message; nor will it be responsible for delays arising from interruptions in the working of its Telegraphs, nor for any mistake or omission of any other Company over whose lines a message is to be sent to reach the place of destination. All messages will hereafter be received by this Company for transmission, subject to the above conditions.

J. D. CATON, Pres't, Ottawa, Ill.

Ottawa 16 1860
By Telegraph from Chicago May 16 1860
To T L Dickey
Submit Warden B
Williams for us on printed
argument
Gouldy & Waite

9

200
Wardon et al
vs
Williams

Authority for
Submitting case
~~for~~ appellants
plaintiffs in
error.

Filed May 16, 1868
L. Leland
Clerk

Be it remembered that hntofore to wit: On the 4th day of December A.D. 1856, a Bill to Correct Deed was filed in the Office of the Clerk of the Circuit Court of Harris County Illinois, which in the words and figures following to wit:

→ Copy of Bill →

State of Illinois

Harris County } To the Honorable Judge of the Circuit

Court of said County in Chancery: sitting

Humbly Complaining sheweth to your Honor your Orator Archibald Williams that hntofore to wit:

On the 9th day of March 1818, James Monroe President of the United States by letters patent of that date in pursuance of the acts of Congress appropriating & granting land to the late army of the United States passed on & since the 6th day of May 1812 did grant to one Robert Searles his heirs & assigns forever the South West quarter of section thirty three in Township Eight North of Range Two West of the fourth Principal Meridian, A copy of which letters patent marked "Exhibit A" is herewith filed & made part of this bill.

Afterwards to wit: On the 29th day of June 1818 the said Robert Searles by deed of that date duly executed by himself & Jane his wife did convey the said land to Thomas Tompkins & Samuel Tompkins their heirs and assigns forever & then delivered the said Patent & Deed to the said Thomas & Samuel Tompkins. Said deed was on the 27th day of

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April 1820 duly proven by Daniel D Tompkins
one of the subscribing witnesses thereto before
Thomas Strong one of the Commissioners of the
County of Westchester & State of New York but was
not recorded in the proper Recorder's Office in
this State until the 28th day of June 1855. A copy of
which deed together with the certificates of proof
& of record endorsed thereon is herewith filed mar-
-ked "Exhibit B" & made part of this bill.

Afterwards to wit: On the 1st day of April 1820 the
said Thomas & Samuel Tompkins by their deed of
that date did convey to one William Odell his heirs
& assigns forever the said tract of land by the de-
-scription of "All the south West quarter of section Thir-
-ty three of Township Eight North in Range 2 West
in the Illinois Territory containing one Hundred
& fifty acres" omitting by mistake or accident to state
that it was the fourth principal Meridian, which
deed was duly acknowledged before the said Thomas
Strong on the 24th day of April 1820 & delivered to
the said Odell together with the aforesaid deed &
patent but the said last mentioned deed was not
recorded in the proper Recorder's office until the
20th day of October 1855. A copy of which last me-
-tioned deed together with the certificates of
acknowledgment & of record endorsed thereon is
herewith filed marked "Exhibit C" & made a
part of this bill.

Afterwards to wit: On the 10th day of July 1822 the

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said deed together with Hannah his wife by their deed of that date conveyed the said land by the description last aforesaid, omitting through mistake or accident to state that it was of the fourth principal Meridian to one Genl Philip Van Courtlandt his heirs & assigns which deed was duly acknowledged & together with the aforesaid patent & deeds delivered to the said Van Courtlandt on the day of its date and was duly recorded in the recorder's office of the said County of Nassau on the 20th day of October 1855. a copy of which together with the certificates of acknowledgment & of record endorsed thereon marked "Exhibit D" is herewith filed & made part of this bill.

Afterwards to wit: On the 7th day of June 1823 the said Van Courtlandt by his deed of that date conveyed to one John H. Johnson his heirs & assigns forever the said land by the description last aforesaid omitting through mistake or by accident to state that it was of the fourth principal meridian which deed together with the aforesaid patent & deed was on the day of its date delivered to the said Johnson & was on the 9th day of June 1823 duly proved & recorded in the recorder's office last aforesaid on the 20th day of October 1855 a copy of which deed together with the certificates of proof & of record marked "Exhibit E" is herewith filed & made part of this bill.

Afterwards to wit: On the 3^d day of September

1826 the said Johnson by his deed of that date conveyed to one Stephen Bronson his heirs & assigns forever the said land by the same description & with the same omission through mistake or by accident last aforesaid, which last mentioned deed was duly acknowledged on the day of its date & together with the aforesaid patent & deed delivered to the said Bronson & was on the 20th day of October 1855 duly recorded in the recorder's office last aforesaid, a copy of which deed with the Certificate of acknowledgment & of record marked "Exhibit F" is herewith filed & made part of this bill.

Afterwards to wit: On the 16th day of December 1826 the said Bronson under the style & description of Stephen S. Bronson by his deed of that date conveyed to one Ezekiel Miner his heirs & assigns forever the said land by the description & with the omission through mistake or by accident last aforesaid & then delivered said deed to the said Miner, a copy of which deed with the Certificate of proof endorsed thereon marked "Exhibit G" is herewith filed & made part of this bill.

Afterwards to wit: On the 23rd day of April 1838 the said Miner with Nancy his wife by their deed of that date conveyed the said land to one P. O. Wilson, his heirs & assigns & delivered said deed with the aforesaid deeds & patent to said Wilson, a copy of which deed with the Certificate

of acknowledgment endorsed thereon marked "Exhibit H" is herewith filed & made part of this bill.

Afterwards to wit: On the 18th day of September 1858 the said Wilson by deed of that date intended to convey to one Darlington J. Stewart the said land but by mistake it is in said deed carefully described as West Quarter of section thirty three of Township Eight North in range two west in Warren County State of Illinois. The said Wilson then delivered the said deed with the said Patent & aforesaid deeds to the said Stewart, a copy of which deed with the Certificate endorsed thereon marked "Exhibit I" is herewith filed & made part of this bill.

Afterwards to wit: On the 5th day of June 1854 the said Stewart with Augusta A. his wife by their deed of that date conveyed said land to one David Thomas, a copy of which deed with the Certificate endorsed thereon marked "Exhibit K" is herewith filed & made part of this bill.

Afterwards to wit: On the 11th day of September 1856 said Thomas with Elizabeth L. his wife by their deed of that date conveyed the said land to your orator. A copy of which deed with the Certificate endorsed thereon marked "Exhibit L" is herewith filed & made part of this bill.

Your orator further sheweth that all & each of the

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said grantors respectively sold & intended by their said deeds to convey the tract of land first above mentioned that all of said deeds were executed out of this State & in the States of New York & Ohio that such grantor when he sold & conveyed as aforesaid delivered to his grantee the said Patent & prior deeds as the monuments of title to the land sold & conveyed or intended to be conveyed & that the omissions & imperfections in the description of said land resulted from the want of local information as to the correct mode of describing lands in this State.

Your Orator further sheweth unto your Honor that on the 4th day of May 1857, the said Robert Searles departed this life intestate leaving surviving him Jane Searles his widow & Henry M. Searles William Searles, Alfred Searles, Esther A. Searles (who is now married to one Thomas B. Curry)

Hannah Seaman, John Searles & Edmund Searles his Children & only Children & heirs at law, Your Orator further sheweth that the said Robert Searles never during his lifetime & after his said Conveyance to said Thomas & Samuel Longfellow claimed or pretended to have any title or interest or estate in or to said land, nor did his said widow & children after his death claim or pretend to have any title, estate or interest therein but now so it may please your Honor. One James Lombard who had previously ascertained

by examining the record of deeds in the Recorder's office of the said County of Warren that the said deed from the said Robert Searles to the said Thomas Tompkins & Samuel Tompkins was not recorded, searched out his said heirs & widow & on the 1st & 14th days of September 1854 with full knowledge & information that the said Robert Searles had in his lifetime conveyed the said land to the said Thomas & Samuel Tompkins as hereinbefore stated, procured from the said Widow & children for a nominal consideration two quit claim deeds one dated September 1st 1854 & the other dated September 14th 1854 releasing & quit claiming the said land to said James Lombard his heirs & assigns forever. Copies of which deeds marked respectively "Exhibits M & N" are herewith filed & made part of this bill.

Your Orator further sheweth that the said Lombard having procured the two last mentioned deeds in the manner & with the knowledge & information hereinbefore stated did on the 12th day of 1854 for the purpose of cheating & defrauding the rightful owners of said land caused the same to be recorded in the recorder's office of the said County of Warren.

Afterwards and after the said deed from Robert Searles to Thomas & Samuel Tompkins had been duly recorded in the recorder's office of the

said County to wit: On the 20th day of October 1855, the said James Lombard conveyed the said land to George H. Harding & Ezekiah M. Mead who at & before the time of the said conveyance or at & before the payment of the purchase money thenfor had actual notice or information of the said Conveyance by the said Robert Searles to the said Thomas & Samuel Tompkins or if they had not such actual notice of said Conveyance yet your Orator charges that they had by the recording thereof constructive notice thereof,

Afterwards to wit: On the 2^d day of December 1855 the said Harding & Mead conveyed the said land to C & A Worden who on the 2^d day of February 1856 conveyed the West half of the South half thereof to Albert Worden who on the same day conveyed portions thereof to John L. Worden & Curtis Worden,

Your Orator charges that each of the said Wordens at the time of their respective purchase had actual notice of the said Conveyance to the said Thomas & Samuel Tompkins or if they had not actual notice thereof yet they had constructive notice thereof by the recording of the said deed as aforesaid,

Your Orator further sheweth that the said Thomas Tompkins & William Odell are now both dead & that their heirs as well as their

names are to your orator unknown,

Your orator further sheweth that the said omi-
-ious & imperfect descriptions of said land in
the said several deeds through which he your
orator claims the same as well as the said
Conveyances from the said widow & heirs at
law of the said Robert Searles deceased to
the said James Lombard are clouds upon
his title to said land & hinder him in the full
& perfect enjoyment & use of said land

In order then for that the said omipious imper-
-fections & mistakes in said deeds may be suppli-
-ed & corrected & that the said deeds to the said
Lombards may be set aside, annulled & forna-
-ught held & inasmuch as your orator is remi-
-diled by the strict rules of the common law & is
only relievable in a Court of Chancery where
matters of fraud, accident & mistake are prop-
-erly Cognizable & relievable. In tender consider-
-ation of the premises &c Your orator pray
that the said Jane Searles, Henry M. Searles
William Searles, Alfred Searles, Esther A. Curry
& Thomas B. Curry her husband, Hannah Seaman
John Searles, & Edmund Searles widow & heirs
at law of the said Robert Searles deceased
the said Samuel Tompkins & the unknown hei-
-rs of the said Thomas Tompkins deceased
the unknown heirs of the said William Adell
deceased the said Philip Van Courtlandt the

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said John H. Johnson the said Stephen Brownson
the said Ezekiel Miner the said P. D. Wilson
the said Darlington J. Stewart, the said David
Thomas, James Lombard, George F. Harding,
Ezekiah M. Ward, C. A. Worden, Albert Worden
John I. Worden & Curtis Worden he made de-
-pendants to this his bill of Complaint & that
they be required full, true & perfect answers
to make to the same and all the allegations
therein contained not however under oath
that being hereby expressly waived, And
that upon a final hearing of this case the
said several omissions, imperfections, errors &
mistakes in the said deeds by & through which
your orator claims title to said land may be
supplied, corrected & reformed in such manner
-er as to your Honor may seem meet & fit &
that the said deeds from the said widow &
heirs at law of the said Robert Searles may
be set aside, annulled & for naught held &
& for such other & further relief as is consistent
with the rules Chancery & it may please your
Honor to grant & your orator as in duty bound
will ever pray &c

Archibald Williams

State of Illinois }
Adams County }

Archibald Williams being
first duly sworn deposes & says that the

defendants in the foregoing bill. James Searles,
 Henry M. Searles, William Searles, Alfred Searles,
 Esther A. Curry, Thomas B. Curry, Hannah
 Seaman, John Searles, Edmund Searles, the
 unknown heirs of Thomas Tompkins deceased
 Samuel Tompkins, the unknown heirs of
 William Odell deceased, Philip Van Courtlandt
 John C. Johnson, Stephen Bronson, Ezekiel Mc-
 sur R. D. Wilson, Harlington J. Stewart, David
 Thomas & James Lombard do not reside
 within this State -

subscribed & sworn to Archibald Williams
 before me this 4th day of
 Decr 1856. W^m Billings CLK

The Clerk will please issue process in the
 foregoing case against all the defendants
 to the sheriffs of Warren & Peoria & make
 publication against the above named non-
 resident defendants.

Filed Decr 4th 1856 Archibald Williams
 Billings CLK

- Copy of Summons -

State of Illinois }
 Warren County } The People of the State of Illinois,
 To the Sheriff of said County: Greeting;
 We command you to summon P. D. Wilson, Har-
 lington J. Stewart, David Thomas & James Lombard

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 Monmouth
on the third Monday in the month of September
1857. to answer a bill of Complaint filed in our
said Circuit Court on the Chancery side thereof
against them by Archibald Williams. And have
you then and then this writ and make return
thereon in what manner you execute the same.
Witness My Safety Clerk of our said Circuit Court
and the seal thereof at Monmouth this 9th day
of April in the year of our Lord one thousand
Eight hundred and fifty seven
(Seal) Wm Safety Clerk

On the back of the foregoing Summons appears
the following return to wit:

I cannot in my
County find the within named P. D. Wilson
Darlington J. Stewart, David Thomas & James
Lombard.

Filed Aug 26. 1857. }
Wm Safety Clerk }

C. M. Mills.
Sheriff Warren Co. Ill.

Copy of Summons
State of Illinois }
Warren County } et The People of the State of Illinois
To the Sheriff of said County in return

We command you to summon C. A. Worden Albert Worden, John J. Worden & Curtis Worden 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 Monmouth on the third Monday in the month of September 1857. to answer a bill of Complaint filed in our said Circuit Court, on the Chancery side thereof against them by Archibald Williams, And have you then and then this writ and make return thereon in what manner you execute the same,
 Witness My Safety Clerk of our said Circuit Court and the seal thereof at Monmouth this 9th day of April in the year of our Lord one Thousand eight hundred and fifty seven
 (Seal) Wm Safety Clerk.

On the back of the foregoing summons appears the following returns to wit:

I have served the within summons by delivering a copy to the within named Albert Worden, John J. Worden & Curtis Worden.

C. M. Mills Sheriff Warren Co. Ill.

I cannot in my County find the within named C. A. Worden.

Filed Aug 26, 1857
 Wm Safety Clerk

C. M. Mills Sheriff Warren Co. Ill.

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Copy of Summons

State of Illinois }
Harris County } Let. The People of the State of Illinois

To the Sheriff of said County... Greeting:
We command you to summon George F. Harding 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 Mammouth on the third
Monday in the month of September 1857, to answer
a bill of Complaint filed in our said Circuit Court
on the Chancery side thereof against him & others
by Archibald Williams. And have you then
and then this writ, and make return thereon
in what manner you execute the same.
Witness My Safety Clerk of our said Circuit Court
and the seal thereof at Mammouth this 11th day
of July in the year of our Lord one thousand
eight hundred and fifty seven.

(Seal)

My Safety Clerk.

On the back of the foregoing summons appears
the following return to wit:

I have served the
within summons by delivering a copy to the within
named G. F. Harding

July 15th 1857.

C. M. Mills Sheriff Harris Co. Ill.

Filed Aug 11, 1857.

By A. B. Eilenberger Dep.

My Safety Clerk

- Copy of Summons -

State of Illinois

Hannu County

vs The People of the State of Illinois

To the Sheriff of said County greeting
 We command you to summon Jane Searles, Henry
 M. Searles, William Searles, Alfred Searles Either A
 Curry, Thomas B. Curry, Hannah Seaman, John Searles
 Edmund Searles widow and heirs at law of Robert
 Searles deceased 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 Monmouth on the third monday in
 the month of September AD 1857. to answer a bill
 of Complaint filed in our said Circuit Court
 on the Chancery side thereof against them by
 Archibald Williams, And have you then and
 then this writ and make return thereon in what
 manner you execute the same.

Witness My Safety Clerk of our said Circuit Court
 and the seal thereof at Monmouth this 9th day
 of April in the year of our Lord one thousand
 eight hundred and fifty seven.

(Seal)

My Safety Clerk

On the back of the foregoing Summons appears the
 following return to wit:

I Cannot in my County
 find the within named persons who are def-
 endants in this case

Shirley Aug 26, 1857

C. M. M. Sheriff Hannu Co. Ill

State of Illinois } - Copy of Summons -
Harrison County } Let The People of the State of Illinois
To the Sheriff of said County your Duties

We command you to summon Samuel Tousekins
Philip Van Courtlandt, John H. Johnson, Stephen
Johnson & Ezekiel Miner if to be found in your
County personally to be and appear before the Cir-
cuit Court of said County on the first day of the
next term thereof to be holden at the Court House
in Mounds on the third Monday in the month
of September 1857. to answer a bill of Complaint
filed in our said Circuit Court on the Chan-
side thereof against them by Archibald Williams
And have you then and then this writ and
make return thereon in what manner you
execute the same.

Witness My Safety Clerk of our said Circuit
Court and the Seal thereof at Mounds this
9th day of April in the year of our Lord one
thousand eight hundred and fifty seven.
(Seal) Wm Safety Clerk

On the back of the foregoing Summons appears
the following return to wit:

I cannot in my
County find the within named defendants,
Filed Aug 26, 1857. } C. M. Mills Sheriff Harrison Co. Ill.
Wm Safety Clerk }

- Copy of Agreement -

Archibald Williams

vs

H. M. Mad George F. Harding et al

{ Bill in Chancery in the
Circuit Court of the County

of Warren & State of Illinois

The said Harding & Mad
hereby agree that we will at the next term of
said Court enter our appearance in this case
And we further agree so far as we are concerned
that the said Complainant may in the mean-
time proceed to take depositions in the said case
in the same manner & with the same effect as
if we had been regularly served with process
therein -

July 9, 1857.

Mad & Harding

Filed July 22, 1857

Wm. Laferty CLK

State of Illinois = Copy of Publication -

Warren County } ss In the Circuit Court Sept Term
AD 1857.

Archibald Williams

vs

George F. Harding, Jane Searles, Henry M. Searles,
William Searles, Alfred Searles, Esther A. Curry, Thomas
B. Curry, Hannah Seaman, John Searles, Edmund
Searles, widow and heirs at law of Robt Searles, deceased
Samuel Tompkins the unknown heirs of Thomas Tompkins
deceased the unknown heirs of Wm Odell deceased Philip
Van Curblandt, John H. Johnson Stephen Morrison

Ezekiel Minor, P.D. Wilson, Darlington Jr
Stewart, David Thomas, James Lombard, Beza-
ekiah M. Wood, C.A. Worden, Albert Worden
John S. Worden and Curtis Worden

Affidavit having been filed in the office of
the Clerk of the Circuit Court that the following
named respondents in the above entitled case to wit
Lane Searles, Henry M. Searles, William Searles, Alfred
Searles, Esther A. Curry, Thomas B. Curry, Hannah
Seaman, John Searles, Edward Searles, the unknown
heirs of Thomas Tompkins deceased, Samuel Tompkins,
the unknown heirs of William Odell deceased,
Philip Van Courtlandt, John H. Johnson, Stephen
Bronson, Ezekiel Minor, P.D. Wilson, Darlington
Jr Stewart, David Thomas and James Lombard
do not reside within this State. Notice is therefor
hereby given to you the said last above mentioned
defendants that the above bill is now pending in
said Court and that a summons in Chancery
has been issued thereon against you returnable
on the first day of the next term thereof to be holden
at the Court House in Warrmouth in said County
on the 3^d Monday of September A.D. 1857, and
unless you then and there appear and plead
answer or demur to the said bill the same will
be taken as confessed against you and a decree
entered according to the prayer of said petition -
Paine Whifflete
Sole for Complainant
Warrmouth April 9, 1857.

Wm. Safety Clerk

23446

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- Printed Certificate -

J. C. K. Smith publisher of the Mammouth Atlas a public Newspaper, published in the town of Mammouth Warren County in the State of Illinois do hereby certify that the annexed notice was printed and published in said Newspaper for four weeks successively by the first publication of said notice bearing date the 17th day of April and the last the 8th day of May A.D. 1857.

Printers Fees \$4.50

C. K. Smith

Filed Oct 5. 1857

Safety clk

By Billings Deputy

- Copy Answer of H. M. Mead Esq -
State of Illinois

Warren County vs in the Warren Circuit Court
Term A.D. 1858.

Archibald Williams

vs

George F. Harding & others

The separate answer of H. M. Mead to a Bill in Chancery filed against him & others in said Court by Archibald Williams. This defendant for answer to said Bill says that he admits that on the 9th day of March 1815 a Patent issued as is set forth in said Bill to Robert Searles for the SW 33, 8 N. 34, 4th principal Meridian. This respondent denies that on the 29th day of June

1818 the said Robert Searles deduced said tract of land to Thomas Truskins as is set forth in said Bill, or at any other time. He denies that said deed was duly proven on the 24th day of April 1820 as is set forth in said Bill by Daniel B. Tompkins one of the subscribing witnesses thereto, and that said deed was recorded on the 23^d June 1855 as is set forth in said Bill.

This respondent denies that Thomas & Samuel Truskins deduced said land to William Odell as is set forth in said Bill, or that said deed as set forth was intended to convey the above tract of land but on the contrary he alleges that no such deed ever was made & if made did not embrace or intend to embrace the tract aforesaid, and he denies that any mistake was ever made in said deed.

He denies that Odell conveyed to Philip Van Courtlandt as is set forth in said Bill.

He denies that Van Courtlandt deduced to John H. Johnson - that said Johnson conveyed to Stephen Bronson - that said Bronson conveyed to Ezekiel Miner - that Miner deduced to E. P. Wilson - and that said Wilson conveyed or intended to convey to Washington J. Stewart as is set forth in said Bill - This respondent also denies that any mistake was made in the deed last mentioned from Wilson to Stewart or that said Wilson

intended to convey above described tract of land. This respondent also denies that said Stewart conveyed to David Thomas or that said Thomas conveyed the above described tract of land to the said Complainant as is set forth in said Bill.

This respondent denies that all of said grantors respectively sold and intended by their said deeds to convey the tract of land aforesaid, and he also denies that said deeds were executed out of this State & in the States of New York & Ohio & that each grantor when he sold & conveyed as is alleged in said Bill delivered to his grantor the Patent and prior Deeds and that the omisions & imperfections supposed to exist in said deeds are not from want of local information, but said deeds are & were designed to convey the land therein described.

That your respondent has no knowledge information or belief as to the deceased of the said Robert Searles, nor as to how many Children or their names, he left behind him, nor as to the intermarriage of either of them & therefore he insists that all these things shall be proved

This respondent has no knowledge information or belief as to whether the said Robert Searles or his widow or Children claimed to have any interest in said land after the conveyance to said Thomas & Samuel Tompkins except that

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this respondent is informed & believes the fact to be that said Children did claim the same and did sell the same for a valuable consideration to James Lombard, being after the Conveyance aforesaid.

This respondent has no knowledge information or belief as to how said Lombard obtained obtained information that said Deed from Searles to said Thomas and Samuel Tompkins was not recorded but he presumes that said Lombard searched the Record of Deeds & finding no Conveyance on record from Searles went to his heirs and purchased said land without any knowledge of any prior Conveyance, and this respondent does not know & has no knowledge information or belief as to whether said Lombard had any knowledge of such prior Conveyance.

This respondent further answering says that he admits that said James Lombard did about the time named in said bill purchase said tract of land of the heirs of said Searles and obtained deeds from them conveying the same in fee simple to him the said Lombard as set forth in said bill, which said deeds were duly recorded in the Recorder's office of Warren County aforesaid on the 12th day of September A.D. 1854, but whether the said Lombard had them recorded for the purpose of cheating & defrauding the rightful

owner of said Land or not this respondent has no knowledge or belief whatever.

This respondent further answering says that on the 18th day of October AD 1854 this respondent and George F. Harding having examined the records of Warren County and finding no conveyance of said tract of land from Robert Searles the Patentee and having no knowledge information or belief that the same had ever been conveyed by said Searles, but believing the real title to be in the said James Lombard and one Levi F. Stearns to be the actual true & bonafide owners of said tract of land, did on that day purchase the same of them for the sum of Six Hundred Dollars and received from them an agreement of that date to convey the same upon payment of the purchase money (a copy of which agreement if the same can be found this respondent prays to annex as a part of his answer,) that within fifteen days from the purchase of said tract of land as aforesaid this respondent and the said George F. Harding paid to the said James F. Lombard and Levi F. Stearns one half the purchase money for the same being \$300- and on the 18th of October AD 1855 they paid the balance of said purchase money to said Lombard & Stearns.

That at the time of said purchase this respondent and the said Harding executed their promissory notes for the purchase money and paid the

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same as aforesaid when they became due. That at no time, either when they purchased of Lombard and Stearns nor when they paid the purchase money for said tract of land, had this respondent any notice whatever that said Robert Searles had conveyed said tract of land to the said Tompkins or any one else. Nor would this respondent ever have purchased said tract of land if he had known or suspected that it had been conveyed by Searles in his life time, and he never heard of any such conveyance until long after the 20th October 1855

This respondent further answering says that he is informed and believes the fact to be that the deed from James Lombard to this respondent & the said Harding was actually recorded before the deed from Searles to Thomas & Samuel Tompkins was recorded, but whether that be the fact or not this respondent avers that said tract of land was deeded by said James Lombard (in pursuance of the agreement aforesaid) to this respondent & ^{probably intended to be & was deeded to instead of to} H. M. Ward on the day of October 1855 and that up to that time & long after this had no knowledge of the prior conveyance from Searles to Tompkins.

That said deed from Lombard was recorded on the 20th day of October 1855 & before the deed from Searles was recorded as this respondent is informed & believes,

This respondent further says that on the 31st day of October AD 1854, he & the said George F. Harding sold said tract of land to Curtis and Albert Norden for the sum of Six Hundred and forty dollars payable \$305, on the first day of Jan'y 1855 & \$335-payable on the first day of January 1856 & on that day they executed to them an agreement which is hereto attached and which this respondent prays may be taken as a part of his answer;

That said Nordens paid said sums of money when they became due or about that time, and that when they purchased said land and paid said money, so far as this respondent is advised they had no knowledge of the prior Conveyance from Searles to the Tompkins

This respondent denies all notice of the deed from Searles to Tompkins until long after the same was recorded, and he asserts that he bought & paid for said land in good faith believing he was obtaining a legal & equitable title, that at the time he paid for said land and received the same from Lombard he had no knowledge of the prior deed made by Searles as aforesaid nor had he any knowledge thereof for a long time after it was recorded.

This respondent further says that he is informed & believes that the said Nordens immediately after they purchased said tract of land of this

(26)
respondent and the said George F. Harding
took possession of & occupied the same by making
visible open & exclusive improvements known
and ploughing & collecting the same, and
that they were in such visible & open possession
at the time of the recording of the deed
from Searles to Tompkins.

This respondent has no knowledge information
or belief as to the decease of the said Thomas
Tompkins and William Odell, or whether the Com-
plainant knows their heirs or names, but he pre-
sumes that by reasonable search & enquiry he
could ascertain both these facts, and that it
is his duty to ascertain who they are & when
they reside and make them parties to this Bill
before any decree is had herein.

This respondent denies that any of the deeds
or claims set forth in Complainant's bill are
clouds upon this title. but on the contrary he
asserts, that he this respondent is a bonafide
purchaser of said tract of land for a valuable
consideration, without any notice of a prior
conveyance, and that therefore he ought to hold
said land freed & discharged from all claim
or lien either at law or in equity of the said
Complainant. And now having fully answered
this respondent prays to be discharged hence
with his reasonable costs.

A. M. Mead
" "

- Copy of Article of Agreement -

Made and concluded the 31 day of October in the year of our Lord one thousand eight hundred and fifty 4. Between G. F. Harding & H. M. Mead of the first part and C. Worden & Albert Worden of the second part. Witnesseth that the party of the first part at the request of the party of the second part and in consideration of the money to be paid and the covenants as herein expressed to be performed by the party of the second part (the prompt performance of which payments and covenants being a condition precedent and time being the essence of said condition) hereby agrees to sell to the said party of the second part the south west quarter of section thirty three township eight north range two west situate in Warren County Illinois with the privileges and appurtenances thereto belonging And the said party of the second part in consideration of the premises hereby agrees to pay the said party of the first part his or their executors administrators or assigns at Harding & Quinby Office Mammouth as follows viz: Ten Hundred & five Dollars January 1, 1855 and Ten Hundred & thirty five Dollars January 1, 1856. And also that he will well and faithfully in due season pay or cause to be paid all taxes and assessments ordinary and extraordinary for any purpose whatever levied or assessed upon the said premises or appurtenances or any part thereof subsequent to the year 1853. But

(20)

in case the said party of the second part fail to pay any or all such taxes and assessments upon the said premises or appurtenances or any part thereof whenever and as soon as the same shall become due and payable and the party of the first part shall pay from time to time or at any time any or all such taxes or assessments or cause the same to be paid the amount of any and all such payments so made by the party of the first part shall immediately thereupon become an additional Consideration and payment to be made to the party of the second part hereunto for the premises herein agreed to be conveyed. And the said party of the first part further covenants and agrees with the said party of the second part that upon the faithful performance by the said party of the second part of their undertaking in this behalf and of the payment of principal and interest of the sum above mentioned in the manner specified the said party of the first part shall and will without delay well and faithfully execute acknowledge and deliver in person or by attorney duly authorized to the party of the second part their heirs or assigns a deed of Conveyance of all the right title and interest of the party of the first part of in and to the above described premises with their appurtenances with covenants of Warranty against all patent titles, Provided Always and these presents are upon this express Condition that in case of the failure of the said

party of the second part their heirs executors, administrators and assigns in the performance of all or either of the covenants and promises on their part to be performed the said party of the first part or their legal representatives shall have the right to declare this Contract void and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this Contract as rent for the use and occupation of said premises and to take immediate possession thereof to regard the person or persons in possession on such termination of the Contract as tenant or tenants holding over without permission (if that should be necessary to regain the prompt possession of the premises) and to recover all damages sustained by such holding over without permission by means of any waste committed or suffered on the premises by destruction of timber or otherwise. In Witness Whereof the party of the first part and the party of the second part in their own proper person have hereunto respectively set their hands and seals on the day and year first above written.

signed sealed and delivered }
in presence of }

G. F. Harding (SS)

H. M. Ward (SS)

by their agent

By A. C. Harding (SS)

Curtis Worden (SS)

Albert Worden (SS)

On the back of the foregoing Agreement appear
the following endorsements to wit:

Received on this Contract the sum due thereon
in full up to January 1st 1855, being \$225.89
interest having been calculated up to this date
on the Collateral notes given as appears by this
instrument April 6th 1855. Notes to be given up to
Messrs Worden. Dated this 13th August 1855.

G. F. Harding

Rec^d on this Article \$100.12. in cash and taken note
as collateral security for remainder of first pay-
ment by note for \$213- due 1st May 1855 and if
not then paid to draw interest at 20 p^{er} cent per ann-
uum April 6th 1855.

G. F. Harding

The above is the new act between us

C & A. Worden

Monmouth Decr 31. 1855.

Rec^d of Harding & Mead title papers and deed
to us for the land within mentioned in full
Compliance with said Contract on the part of
said G. F. Harding & H. M. Mead

Filed May 26. 1858 }
The Safety Clerk }

Albert W and
Curtis Worden

Copy of Answer of
- G. F. Harding -

State of Illinois }
 Hann County } Hann Circuit Court September
 Term A.D. 1858.

Archibald Williams }

vs.

George F. Harding et al }

The separate answer of Geo-
 =rge F. Harding to a Bill in Chancery filed aga-
 =inst him & others in said Court by Archibald
 Williams.

The said respondent for answer to said
 Bill of Complaint says that he has read & examined
 carefully the separate answer of H. M. Wad one of
 said defendants, and he now adopts the said
 answer of said Wad filed in this case in every
 particular as the answer of your respondent to
 said Complainants bill. Your respondent for him-
 =self denies every allegation made in said bill which
 is denied by said Wad and asserts & avers that he
 never had any knowledge information or notice of
 the title or claim to said land of Complainant
 or of those under whom he claims until the filing
 of said Complainants bill. And now having fully
 answered said Complainants bill. Your respond-
 =ent prays to be hence discharged with his costs.

Filed May 26, 1858 }
 Wm. Lafayette Clark }

George F. Harding

(32)
- Copy of Answers of Messrs Worden -
State of Illinois }
Warren County } Warren Circuit Court September
Term A.D. 1858

Archibald Williams
vs

H. M. Mad et al

The answer of Curtis Worden,
Albert Worden & John L. Worden to the bill of Com-
plaint of Archibald Williams.

The said defendants
for answer to said Complainant's bill say that they
have seen & carefully examined the answer of said
H. M. Mad filed in this case, and they now desire to
adopt and do adopt the same as their answer to said
bill. For themselves they deny all the allegations in
said Complainant's bill denied by said Mad and
assert that they had no knowledge, notice, information,
or belief that said Complainant or any of them
under whom he claims saw said Patented of said land
had any claim or title thereto before the commencement
of this suit. Having fully answered they pray to be
hence discharged with reasonable costs.

Filed May 26, 1858 }
Wm. Safford clk }

Curtis Worden
John L. Worden
Albert Worden
By G. H. Harding their Solr

(33)

- Copy of Replication -

The replication of Archibald Williams Complainant
to the answer of A. M. Ward, George H. Harding, Albert
Warden, John I. Warden & Curtis Warden,

This replicant saving & reserving to himself all & all
manner of advantage of exception to the manifold
insufficiencies of the said answers, for replication
thereunto saith that he will aver & prove his said bill
true certain & sufficient in the law to be answered unto.
And that the said answers of the said defendants
are uncertain, untrue & insufficient to be replied
unto by this replicant, without this, that any other
matter or thing whatsoever in the said answers
contained material or effectual in the law to be rep-
lied unto confessed & avoided, traversed or denied, is
true, all which matters & things this replicant is & will
be ready to maintain & prove as this Honorable Court
shall direct and pray as in & by his said bill he
hath already prayed

Filed Sept 22, 1858
Wm. S. Sargent clk

Archibald Williams

- Copy of Decree Pro Confesso -

Archibald Williams

vs

Jane Seawles et al

} Bill in Chancery

Now on this 25th day of Sep-
tember 1858 comes the said Complainant & it

appearing to the satisfaction of the Court that the defendants were duly notified of the pendency of this suit by service of process on the resident defendants & by advertisement duly published as to the non-resident defendants & the defendants Jane Searles, Henry M. Searles, William Searles, Alfred Searles, Esther A. Curry & Thomas B. Curry, Hannah Sieman, John Searles, Edmund Searles, Samuel Lynpkins, The unknown heirs of Thomas Lynpkins The unknown heirs of William Odell, Philip Van-Comtlandt, John H. Johnson, Stephen Bronson Ezekiel Miner, P. D. Wilson, Darlington J. Stewart, David Thomas & James Lombard being then times solemnly called come not but make default, It is therefore ordered by the Court that the said bill of Complaint & the matters & things therein contained be taken & considered as confessed against the said defendants, And it is further ordered by the Court that this case be referred to James G. Maddox Master in Chancery of this Court & that he examine the same & take proof & make his report to this Court.

Filed Sept 25 1858. }

Wm. Safety Clerk }

John S. Thompson

→ Copy of Master's Report

State of Illinois }

Warren County }

September Term AD 1858,
of the Warren Circuit Court

(357)
Archibald Williams

VS

Jane Searles et al

I, James G. Madden Master
in Chancery of Warren County to whom said Cause
was referred to take testimony asks leave to report
as follows to wit: I have examined the original
patent and deeds and certificates endorsed thereon
of which Exhibits A, B, C, D, E, F, G, H I & L purport
to be copies and find that said Exhibits are true cop-
ies of said Patent & deeds & certificates thereon endorsed
& that said deeds were duly executed & recorded as
stated in said bill of Complaint, I further find
that the said deed from said P. D. Wilson to D. J.
Stewart conveying the West of Section thirty three of
Township Eight North in Range two west in Warren
County & State of Illinois &c was intended to convey
the South West quarter of said section and that
the imperfect description in said deed was the
mistake of the draftsman thereof.

I further find from the evidence that before and at
the time of the execution of the said Conveyance by
the heirs at Law of the said Robert Searles to the
said James Lombard, The agent of the said
Lombard who procured said Conveyance had
full knowledge of the execution of the said deed
by the said Robert Searles to Samuel Josephkin
and Thomas Josephkin from whom said Com-
plainant derives title

(36)
I further find from the evidence that the deed
from Robert Sears, and Jane Sears, his
wife was filed for record in the Office of the
Circuit Clerk and Ex-Officio Recorder of Hannu
County on the 23^d day of June A.D. 1855 which was
before the execution of the deed from James
Lombard to the defendants Mad & Harding. The
deed from said Lombard to said Mad & Harding
for said land being dated on the 18th day of
October A.D. 1855.

I further find from the evidence that the said
tract of land S.W. 33, & N. 2W. is worth from twenty
five hundred dollars to three thousand dollars
without improvement. All which is respectfully
submitted

James G. Maddees
Master in Chancery W.C.

Masters Fees \$5.00
Filed Oct 1st 1858
Wm. Looferty CLK 3/

~~Copy of Agreement between the parties~~
State of Illinois }
County of Hannu } Circuit Court October Term A.D. 1859.

Archibald Williams

vs

Jane Sears & others

in Chancery

Whereas there appears to be no
dispute for confession; and reference now among
the papers on file and no report of the evidence
on the part of the defendants to show for the purpose

-Copy of ¹⁸⁷¹ Deed Final -
Archibald Williams
CPS

James Searles, Henry M. Searles, William Searles,
Alfred Searles, Esther A. Curry & Thomas B. Curry,
her husband, Hannah Seaman, John Searles
& Edmund Searles widow & heirs at law of Robert
Searles deceased. Samuel Tompkins the unknown
heirs of Thomas Tompkins deceased the unknown
heirs of William Odell deceased, Philip Van Court-
landt, John M. Johnson, Stephen Bronson, Ezekiel
Miner, P.H. Wilson, Darlington J. Stewart, David
Thomas, James Lombard, George F. Harding
Ezekiah M. Ward, C.A. Worden, John I. Worden &
Curtis Worden,

This cause having been heard on the bill &
exhibits of the Complainant, the answers thereto
of the defendants, Ezekiah M. Ward, George
F. Harding, Albert Worden, John I. Worden &
Curtis Worden, the replication thereto, the Master's
Report & the depositions & proofs taken in the case.
And it appearing to the satisfaction of the Court
that the said tract of land in the said bill
mentioned was duly conveyed by the United
States to the said Robert Searles & by him to the
said Thomas Tompkins & Samuel Tompkins
& by them to the said William Odell & by him
to the said Philip Van Courtlandt & by him to
the said John M. Johnson & by him to the said
Stephen Bronson & by him to the said P.H. Wilson

(1001)
by him to the said Darlington J. Stewart & by him to
the said David Thomas & by him to the said Comp-
-licant at the times & in the manner mentioned
in the said bill. And it further appearing to
the satisfaction of the Court that the said James
Lombard at & before the times when the said heirs
of the said Robert Searles conveyed the said tract
of land to him had full knowledge of the said
Conveyance by the said Robert Searles deceased
to the said Thomas Tompkins & Samuel Tompkins
& that the said last mentioned deed was duly rec-
-orded in the recorder's office of the County of Warren
& State of Illinois before the said Conveyance from
the said Lombard to the said Ward & Harding.
And it further appearing to the satisfaction of the
Court that the said deed from the said R.D. Wilson
to the said Darlington J. Stewart was intended to con-
-vey the said tract of land & that the error in the
description of said land was the mistake of the
draftsman thereof.

It is thenfor ordered & decreed by the Court that
the said deeds from the widow & children of the
said Robert Searles deceased to the said James
Lombard be set aside & for naught held.

It is further ordered & decreed by the Court that
for the purpose of correcting the error in the des-
-cription of the land in the said deed from the
said R.D. Wilson to the said Darlington J. Stewart

the said R.D. Wilson convey the said tract of land to the said Complainant in fee simple by a good & sufficient quit Claim deed within one month from this time & if he fails to do so then it is ordered & decreed by the Court that the Master in Chancery of this Court make & execute & deliver to the said Complainant a deed conveying all the right title, claim, interest & estate of the said R.D. Wilson of us for to the said tract of land. -

It is further ordered & decreed by the Court that the said Complainant have & recover of & from the said defendant James Lombard his costs about his suit in this behalf expended & that he have execution therefor.

And it is further ordered by the Court that that the Clerk make a full & perfect record of the proceedings in this cause and that the Complainant pay the costs of making such complete record

April 8. 1859.

John S. Thompson.

Filed April 9th 1859
Wm. Safety CLK

(240)
- Copy of Agreement between -
- the parties -

State of Illinois }
County of Warren } ss Circuit Court October Term
A. D. 1859.

Archibald Williams }
vs } In Chancery
Jane Searles & others }

Whereas there appears to be
no decree pro con-
fesso and reference
now among the papers
on file, and no report
of the evidence on the
part of the defendants,
Now for the purpose

of supplying such deficiencies.

It is now agreed that the Complainant may take and file a decr pro confesso against all the defendants served and who have not answered and of reference to the Master in Chancery to take and report the evidence with his Conclusions thereon now as of and for the September Term A.D. 1858, and that no exceptions shall be taken or error assigned because of such taking & filing the decr nunc pro tunc.

And it is further agreed that the defendants answering upon the trial of the Cause at the final hearing prove the following facts to wit:

1st That the deeds from the widow and heirs of Robert Searles to James Lombard were recorded in September 1854 in Warren County.

2^d That the defendants Mad & Harding purchased the land described in the bill, of James Lombard on the 18th day of October 1854 for Six Hundred Dollars & received from the said Lombard a written agreement to convey the land ^{by a quit claim deed without Covenants} upon the payment of the purchase money and Mad & Harding executed & delivered their promissory notes for \$300 each, one payable ^{with} on fifteen day after 18th October 1854 & \$300, on 18th October 1855. to the said Lombard.

3^d That the said Mad & Harding had no actual knowledge of a conveyance by Robert Searles, wife to Thomas & Samuel Tompkins until after the 1st January 1856 & no other notice before that time.

except such notice as the law makes. The filing of a deed for record

4th That James Lombard conveyed the land to Mead & Harding on 18th October 1855 by deed of that date in pursuance of the prior contract between them & that said deed was recorded December 31, 1855.

5th That on 31st October 1854 Mead & Harding sold the land to Curtis & Albert Worden for six hundred & forty dollars and executed a written contract of the parties & which is attached to the answer of defendant Mead, that the payment of \$305. thereon was made before 23^d June 1855 & the remainder after that time & before 26th December 1855.

6th That Mead & Harding conveyed the land in pursuance of their contract to Curtis & Albert Worden 26th December ad 1855. which was recorded 31st December 1855.

7th That the said Wordens had actual possession of said land in the fall of 1854 when they purchased of Mead & Harding under tax title & retained it until after the commencement of this suit when they sold & conveyed the land & delivered possession thereof to Samuel Perkins.

This argument is to have no other effect than is hereinbefore specified in this suit and is not to prevent either party from availing

himself or themselves of any & all other valid
objections or assigning error upon & for any
other matter & prosecuting a writ of error from
the final decree heretofore rendered or any
decree hereafter rendered

Filed Nov 16th 1859

Wm Laferty Clerk

Archibald Williams
Gundy Waite Attorney
for Deft & Laskins

State of Illinois
Hansen County

I William Laferty Clerk
of the Circuit Court in and for said
County Do Certify. that the foregoing are true
and perfect copies of Bill, Summons & return
Certificate of Publication, Answers of Defendants
Replications, Decree Proconfesso, Masters report
final Decree & Agreement of Parties in the
case of A Williams vs Jane Learies et al
as fully as the same appears from the
files & Records of my office.

In testimony whereof I have hereunto
set my hand and affixed the Seal
of said Circuit Court at my office
in Monmouth this 8th day of February
AD 1860

Wm Laferty Clerk

Archibald Williams
vs
Jane Searles et al

Exhibit B.

This Indenture made the twenty ninth day of June in the year of our Lord One thousand Eight Hundred & Eighteen. Between Robert Searly & Jane his wife of Tacktown County of Westchester & State of New York of the first part & Thomas Tompkins & Samuel Tompkins of the same town County & State aforesaid of the second part. Witnesseth that the said party of the first part for & in consideration of the sum of Forty Dollars lawful money of the United States of America to them in hand paid at & before the sealing & delivery of these presents by the receipt whereof is hereby acknowledged and the said party of the second part of the second part therefrom acquitted and discharged hath granted bargained & sold aliened released conveyed & conveyed & by these presents do grant bargain & sell, alien release convey & convey unto the said party of the second part in their actual possession now being & to their heirs & assigns forever. All that Quarter Section thirty three of Township Eight North in Range two West in the tract by the acts of Congress for Military Bounties in the Territory of Illinois containing One Hundred and sixty acres it being land given to the said Robert Searly for his services in the late war of the United States, Together with all & singular the messuages, buildings, privileges, profits, hindrances, appurtenances to the same belonging or in anywise appertaining and the provision & provisions, remainder & remainders, rents issues & profits thereof & also all the estate right title interest property claim & demand whatsoever of the said party of the first part of in or to the same, So

Have and To Hold all and singular the said piece or parcel
of land premises with the appurtenances unto the said
party of the second part their heirs & assigns & to their only
use & behoof forever & the said Robert Seales & Jane his
wife do hereby for them their heirs executors & administrators
Covenant promise & agree to & with the said party of the
second part their heirs & assigns as follows to wit: That
the said Robert Seales & Jane his wife at the time of the
executing and delivery of these presents was lawfully &
rightfully seized in their own right of a good sure & in-
defeasible state of inheritance in fee simple of wit & to
the said premises with the appurtenances & had good right
lawful power & authority to grant bargain & sell alien
release, enfeoff & convey the same unto the said party of the
second part their heirs & assigns, to them & their only use &
behoof in manner & form as above written, and also
that the said premises with the appurtenances now
are free & clear of & from all judgments, Mortgages, ex-
ecutions & other incumbrances whatsoever hitherto had
obtained or issued and also that the said party of the
second part shall & may at all times hereafter quietly
& peaceably have hold & enjoy the same premises with
the appurtenances without the let suit or molestation
of person or persons claiming or to claim the same
and the said Robert Seales, Jane his wife & their
heirs executors & administrators the said premises with
the appurtenances unto the said party of the second part
their heirs & assigns shall well warrant & forever defend
by these presents. In Witness Whereof the said parties to

these presents have interchangeably set their hands & seals
the day & year just above written,
signed sealed and delivered in } Robert ^{his} Serles (seal)
presence of Daniel B. Thompson } ^{mark}
Mary Ryder } Jane Sals (seal)

Be It Remembered that on this twenty 2^d. day of April
one thousand Eight hundred & twenty that Daniel B. Thompson
came personally before me Thomas Strong One
of the Commissioners of the County of Westchester & State of
New York to me known & was duly sworn, saith he saw
Robert Serles sign ~~and~~ the within deed & heard him
acknowledge that he signed the same for the use & purposes
therein contained & at the same time signed his name as
a Witness & saw Mary Ryder sign her name as one of the
subscribing witnesses at the same time & I have perused
the same & finding no material mistake or interlineation
except the words Congress interlined before signed, I
allow the same to be recorded.

Thomas Strong Com. &c.

N^o 14219

State of Illinois, Warren County Recorder Office.

I William Belling, Clerk of the Circuit Court in & for the
County of Warren in the State of Illinois & Ex-officio Recorder
of Deeds in said County do hereby certify that the annexed
deed was filed for record in my office on the 23^d day of
June AD 1850 & has been duly recorded with the accompany-
ing certificate in Vol 24 Page 200 &c in said Recorder Office.
In Witness Whereof I have hereunto set my hand & affixed the seal of said
Circuit Court at my office in Mount Pleasant this 23^d

day of June AD 1855.

Wm Billings
Clerk & Ex officio Recorder.

(Seal)

Filed Dec 5, 1856

Wm Laferty clk

State of Illinois

Warrin County I Wm Laferty Clerk of the circuit
court in and for said County do certify that
that the foregoing is a true and perfect copy of
a Deed from Robert Seares & Wife To Thomas
& Samuel Tompkins as fully as the same
appears from the files and records of my office
In Testimony whereof I have hereunto set
my hand and affixed the seal of our
said Circuit Court at my office in
Mannouth this 8th day of February AD 1866
Wm Laferty clk

Exhibit B
Robert Seares & wife
And 3
Wm & Samuel Tompkins

Supreme Court April Term 1861
Albert Warden & al }
imply &c. }
vs } Error to Warden
Archibald Williams }

And now comes the said Albert Warden, Curtis Warden, John J. Warden, Hezekiah M. Mead and George F. Hardy impleaded with Jane Searles & others as aforesaid and say that manifest error hath intervened in the proceedings whereof the foregoing is a record and the assign the following,
1. The Circuit Court erred in rendering a decree setting aside the deed from the Heirs of Searles to Lombard,

2. The Circuit Court erred in this, that it failed to render a decree in favor of the Plaintiffs in Error, or some of them, as they might severally be entitled, for the money paid before the filing of the deed from Robert Searles to Samuel & Thomas Comptons, for record.

3. The Circuit Court ought to have dismissed the Bill.

4. The proceedings are otherwise informal and erroneous.

Wherefore they pray judgment that the decree be reversed and the Bill dismissed or ~~the~~ such other decree be rendered as may be equitable, or the Cause remanded for further proceedings &c.

Gandy & Waite

Attys for Offs in Error

And the said Albert Warden & Curtis Warden impleaded &c. assign the following separate errors, to-wit,

1. That the Circuit Court ought to have taken an account of the improvements made by them before notice and rendered a decree therefor.

2. The Circuit Court ought to have rendered a decree for the payment of the purchase money paid by them for the land either against the defendant in Error or Mead & Harding.

Wherefore &c.

Gandy & Waite
Their attys.

Albert Norden et al
vs

Archibald Williams

And the said defendant comes to
& says that no such error hath intervened in the said
Record & proceedings foresaid as the said plaintiffs
have alleged &c

Archibald Williams

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Albert Worden & al
vs 3 Ensort Warren
Archibald William

Filed April 18. 1860
G. Leland
Clerk

Gondy & Warr
attys for C^{ts} in Gen