No. 14766

Supreme Court of Illinois

Cameron

---

vs.

Savage et al

71641 7

STATE OF ILLINOIS.

SUPREME COURT,

THIRD GRAND DIVISION.

No. 34

J. W. Middleton & Co., Stationers, 196 Lake St.

1866

324 - III

IN THE

SUPREME COURT OF THE STATE OF ILLINOIS,

For the Third Grand Division,

APRIL TERM, A. D. 1865.

ROBERT CAMERON
vs.
GEORGE W. SAVAGE,
AND ROB'T FLETCHER.
} ERROR TO WARREN.

POINTS FOR DEFENDANTS IN ERROR.

This was a creditor's Bill filed by plaintiff in error in the Court below to subject certain lands of defendant, Savage, to execution sued out on certain judgments of Cameron against Fletcher.

The substance of the allegations of the Bill are, that Cameron had obtained judgments against Fletcher on which executions had been returned unsatisfied, and that Savage held title to certain lands (SE¼ 1, 9, 2,) which really belonged to Fletcher; that defendants were in collusion, etc., to defraud creditors, and Savage held the land in trust for Fletcher.

Also that Savage had held personal property of Fletcher the same way, had sold the same and held the proceeds for the use of Fletcher.

The answers deny all these allegations, and set up that Fletcher never owned the lands at all, but that one Russell Parsons of the State of New York, (who was father of Mrs. Fletcher,) held an Auditor's deed of the land on sale for taxes of 1835, and that Fletcher was simply tenant at will of Parsons.

Filed Apr. 18. 1865.
S. Strand Clk.

That Savage bought the land in 1855 for taxes of 1854, and subsequently got Sheriff's deed therefor.

That in 1861, Savage purchased the interest of all the heirs of Russell Parsons except Mrs. Fletcher, in this quarter and eleven others, all tax titles, for $300.

That one Scroggs held the patent title, and that Savage bought that and paid $200 for it in March, 1861.

That all these payments were made with money of Savage.

That he never got any of the property of Fletcher except one horse for which he allowed Fletcher $125 and credited amount on a judgment he held against Fletcher.

The cause was heard at October Term, 1863, and Bill was dismissed without prejudice at complainants costs, and this plaintiff says was error.

The first point made by the plaintiff in error is that "the allegations of the Bill are insufficient," and he seems to assume that the Bill was dismissed for that reason.

But the Decree Record pages 259 and 260 recites that the cause was heard upon the Bill, Answers, Replications and proof, and it appearing to the Court that the evidence failed to sustain the allegations of the Bill, the Bill was dismissed, etc.

Inasmuch as this question does not arise in this case, I shall not discuss it.

The second point made is, that the answers of defendants will convince any *unbiased* mind of the fraud and collusion of defendants.

I am content to rest the case upon Bill and Answer, if that will suit plaintiffs in error, though I prefer that the Court should get their knowledge of what the answer sets up, from the Abstracts rather than from the Brief of plaintiffs.

I have given above a brief statement of the answers which will I think be sustained by the record.

The third point made is, that the Court did'nt order defendants to produce certain papers.

The answers to this is, that all the papers were produced and read in evidence but one, and as to that one, Savage made affidavit that he had not got it and did'nt know where it was.

The fourth point made is, that the Court erred in not allowing payment of taxes by Fletcher to be proven by Collector's Books, and he cites *Davis* v. *Early*, 13 Ill. 201, which refers to Collector's receipt.

The proof was incompetent to show anything more than the mere fact of payment.

The memorandums on the Collector's books as to who taxes were paid by are not required by law to be made, and therefore are not evidence.

The real and only point in the case is, as to whether the proof sustained the allegations of the Bill.

His Honor, Judge Lawrence, who heard the case below, decided that they did not, and we think the record fully sustains the decree.

First—The proof wholly fails to show that Fletcher ever had any interest in the land except as tenant at will.

But it does show affirmatively, that on the 9th day of Feb'y, 1855, Russell Parsons got Auditor's deed for the land. Abstract page 18.

That in April and May, 1861, the heirs of Parsons (except Mrs. Fletcher) conveyed to Savage this tract and others for $480.

Deposition of Scroggs, Abstract page 6, shows that he had the patent title and sold to Savage for $200.

See also Abstract page 17, deed from Scroggs to Savage. Abstract page 18 shows all tax deed to Savage, Jan. 17, 1860, for tax of 1854.

The legal title then was never in Fletcher, nor had he any interest in it.

Second—The proof wholly fails to show that Parsons or Fletcher ever held for Savage. As to Parsons, there is no proof whatever, except the statement of Fletcher, that his claim to the land was in right of his wife. See deposition of Williams, Abstract pages 11 and 12. See also deposition of Hays, Record page 137, answer to Int. 4, not in Abstract. See also deposition of Swinney, Abstract page 13.

As to Savage, the affirmative proof is, that he paid $200 of his own money to Scroggs for the patent title, and that Fletcher was then trying to prevent Scroggs from selling to Savage. See deposition of Scroggs, Abstract page 6 ; also of Lafferty, Abstract page 12.

The proof further shows that he paid the Parsons' heirs with his own money. See deposition of Hubbard, Abstract page 12, which shows that he bought three drafts of $100 each and something less than $100 in gold. (The consideration in the deeds is $480.

Fletcher also undertook to prevent this purchase. See deposition of Swinney, Abstract page 13.

Savage also paid his own money for the tax purchase of 1855. See deposition of Swinney, Abstract page 13.

The whole proof in the case also shows that the relations between Savage and Fletcher were anything but amicable, and I fail to find anything tending to sustain the allegations of the Bill.

Savage has been and is in possession under his puschases, and that too in direct and open opposition to Fletcher.

The only pretence that Savage did'nt own the whole absolutely is, that on one or two occasions he spoke of deeding a portion of the land to Mrs. Fletcher or her children.

Probably this was because he had'nt bought Mrs. Fletcher's interest (if she had any) as heir of Russell Parsons, who owned the tax title, and of course her separate interest could not be subjected to the payment of her husband's debts.

If this were a case where the testimony was about equally balanced, this Court would not reverse the finding of the Chancellor.

'Tis only in cases where the weight of evidence is manifestly against the finding that this Court will interfere.

GLOVER, COOK & CAMPBELL.

STATE OF ILLINOIS,
SUPREME COURT. } ss. The People of the State of Illinois,

To the Sheriff of Warren County, GREETING:

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of Warren County, before the Judge thereof, between Robert Cameron

plaintiff, and George W. Savage & Robert Gleteher

defendants, it is said that manifest error hath intervened, to the injury of the said plaintiff

as we are informed by his complaint the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said George W Savage and Robert Gletcher

that they be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April A. D. 1865, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said George W Savage and Robert Gletcher

notice, together with this writ.

Witness, The Hon. Pinkney H. Walker, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 20th day of December in the year of our Lord One Thousand Eight Hundred and Sixty-four

L. Leland

Clerk of the Supreme Court.

by J. B. Rice Deputy

I have served the within writ by reading the same to the within named Nancie Gidge
W. Savage and Robert Hatcher
This 16th day of February 1865
D. Turnbull Sheriff of
Warren County Illinois

34

Cameron
Hodder
No. vs.
Craig
Scoggel & 7

SCIRE FACIAS.

Filed March 20 A. D. 1865

J. M. Lusten Clerk.

Filed April 11. 1865
L. Delano Clerk
Sheriffs fee
Services 1,00
1,00
30 miles 1 0
2,10
Return
Post Fee 3 cts
from Pltfs 8 cts
D. Turnbull Sheriff

State of Illinois } Warren Circuit Court
Warren County } October Term A D 1863

Robert Cameron
&
George W. Savage &
Robert Fletcher } In Chancery

To said defendants
& their attorneys: take notice that
on the 16th day of September A.D. 1863
at 10 O.C. A.M. I shall appear before
the Clerk of said Circuit Court at his
office in Monmouth in said County
of Warren for the purpose of suing out
a commission to take the Deposition
of Marcus Parsons, Russel Parsons, Enos
C. Sheldon, residents of the State of New York
upon the following interrog-
atories, when & where you can file
cross interogatories if you choose,—
with the intent of reading said
depositions upon the trial of said
cause.

Robert Cameron by
Sept 6th 1863 A. G. Kirkpatrick
Comps Sol.

State of Illinois } Warren Circuit Court
Warren County } October Term A.D. 1863

Robert Cameron
&
George W. Savage &
Robert Fletcher } In Chancery

To said defendants & their attorneys take notice that on the 16th day of September A.D. 1863 at 10 O.C. A.M. I shall appear before the Clerk of said Circuit Court at his office in Monmouth in said County of Warren for the purpose of suing out a commission to take the Deposition of Marcus Parsons, Russel Parsons, Enos C. Sheldon residents of the State of New York upon the following interrogatories, when & where you can file cross interogatories if you choose, with the intent of reading said depositions upon the trial of said cause.

Sept 6th 1863 Robert Cameron by A. G. Kirkpatrick Comps Sol.

Intersogatories to be propounded to each of said witnesses on behalf of said complainant.

1 What is your name age residence and occupation

2

2 Are you acquainted with the the parties defendants to this suit? If yea how long have you been acquainted with them & each of them.

3 Did you or not together with others sell & convey to George W. Savage any lands in the state of Illinois? If yea, state what the consideration of such sale was state the description of the lands the time of the conveyance where & when said savage paid you for such lands and all about such sale,

4 If the consideration of the sale of all of said lands was three hundred dollars or any other sums, state what proportion of such sum the separate

consideration of S.E. 1 T N 2 W. in Warren County Illinois, being the land in controversy, vocs!

5 State any other facts you may know of benefit to either of the parties to this suit in regard to the subject matter of the controversy, in answer to this interrogatory.

We acknowledge the receipt of copies of the foregoing notice & interrogatories this 15 th day of Sept 1883

Stevens & Kidder.
Sols for Defts.

Cameron

&

Savage et al

Cross Interrogatories to be propounded to each of said Witnesses on the part of said Defendant George W Lovejoy:

Cross Int 1st. State how and in what way did George W Lovejoy pay or the interest and title to the lands he bought of you If paid in Gold State what amount, if part in Drafts on New York State what amount, and also to whom said Drafts were acquired and to whose order were the same originally made payable?

Cross Int. 2nd. Did you or not receive payment from said George W Lovejoy, and with full knowledge that said Lovejoy was ~~buying~~ buying said title of you for himself?

Cross Int. 3d. Look at the Despatch hereto attached Marked, "A" and State if you ever saw or received the same; and if so, State when, or when, and from whom You received the same, State also Whether George W. Lovejoy was then at Syracuse, State of New York, at the time You received, and if so for what purpose was he there; Attach Exhibit "A" and Make the same apart of your Deposition;

Cross Int. 4th. Look at the paper hereto attached Marked Exhibit "B" and who wrote the same if you know, to whom the same was written and to whom the same was sent or addressed and how sent, whether by Mail, and State whether the same is your Offer to said Geo. W Lovejoy to ~~purchase~~

Brothers will convey our interest to the 12 quarter sections for three hundred dollars as Mr Osborn best will that will include the lot in Warren Co of course- it is very difficult to get the Heirs here to agree on any thing- there is now a Man down here from West side of Illinois that has been to some of the Heirs & made them an offer for our interest in the 12 lots- which is little more than the offer to Him but as there is at present an action pending in Court its no use then for that Man should hear this offer previous to consulting to any Sale to the one Man who wants to purchase the lands- write me soon & oblige Yours

Marcus Persons

Exhibit - B -

Exhibit "A"

No. 1.

NEW YORK, ALBANY & BUFFALO TELEGRAPH CO.

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; and while this Company will, as heretofore, use every precaution to insure correctness, it will not be responsible for mistakes or delays in the transmission or delivery of repeated messages beyond an amount exceeding five hundred times the amount paid for sending the message; nor will it be responsible for mistakes or delays in the transmission of unrepeated messages from whatever cause they may arise, nor for delays arising from interruptions in the workings 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.

JAMES D. REID, Sup't, Utica, N. Y. T. R. WALKER, President.

To Marcus Persons
Gyphouse

By Telegraph, from Monmouth
April 15 1861. Rec'd M.

Dont deed lot in
Warren County to Savage - Tell
Russell will send names

Robt Fletcher

13. 31-3-4 PM

to sell to him said land and whether damages
are paid him and attach the same
to make it a part of your Deposition

34 111
Cameron
vs
Peters & Lowery

Cross Bill, &
Answer

Filed Nov 9th 1863
Bradford Clerk

Filed Dec 16th 1863
Mary Caperton Clerk

State of Illinois }
Warren County } ss.

In Compliance with an order of the Supreme Court of the State of Illinois requesting Me to transmit for the inspection of the Hon Judges of said Supreme Court, the following papers and Documents to wit:

"The part of the letter purporting to "have been written by Marcus Persons & attached to the "Cross interrogatories filed by Defendant Savage & "attached to a Commission directed to H. O. Ebersbo "to take the deposition of said Marcus Persons & others "together with said interrogatories, Commission & return "of Ebersbo thereto, also a piece of paper presented to "the Court as the Record will show in Connection with "said Savages affidavit which he stated was a part "of said letter".

I herewith transmit the said "part of "the letter purporting to have been written by Marcus "Persons & attached to the Cross interrogatories filed by "Defendant Savage and attached to a Commission "directed to H O Ebersbo to take the deposition of "said Marcus Persons & others together with said "interrogatories, Commission & return of Ebersbo "thereto."

And I certify that after diligent Search, aided and assisted by the former Clerk of the Circuit Court of said Warren County, I cannot find the "Piece of Paper presented to the Court as the Record

"will show in connection with said Savages affidavit
"which he stated was a part of said letter." And
I further certify that the same is not amongst the
files of this Court and is lost or stolen And therefore
I am unable to comply with the order of the
said Supreme Court in that respect.

In testimony whereof I have hereunto
set my hand and the Seal of the said
Circuit Court at Monmouth this 14th
day of April AD 1865

Thos M Lester Clerk
By Jo Fontelloth
D Sty

Clks fees $1.00

I Henry O Chesebro of Canandaigua in the County of Ontario & State of New York, the Commissioner within named, hereby Certify that soon after the receipt of the said Commission I saw Marcus Persons one of the witnesses named therein and arranged with him to come to my office in Canandaigua on the following day which was the first day of October last, for the purpose of being examined as a witness and answering the interrogatories annexed. That on the said first of October I was at said office for that purpose and said Persons did not appear as he had promised and I have not seen said Persons since that time. That soon after and about two weeks after the time last named I sent to the residence of said Persons which is twelve miles from Canandaigua to have him subpoenaed to attend as a witness as aforesaid. and heard from his family that he had gone to the State of Michigan, and that he would be absent three or four weeks, and I have since seen one of the members of his family at Canandaigua and been informed by him & believe that said Persons will not return to the State of New York until after the 10th of November instant,

In witness whereof I set my hand & Seal this 14th day of November 1863

H O Chesebro
Commissioner

CIRCUIT COURT DEDIMUS.—Sold by Culver, Page & Hoyne, Stationers, 128 & 130 Lake Street, Chicago.

STATE OF ILLINOIS. } SS.
Warren **County,**

The People of the State of Illinois: To N. D. Chesebro of the State of New York as Special Commissioner

Greeting:

WHEREAS it has been represented to us that Marcus Persons, Russel Persons and Enos C Sheldon

are material witnesses in a certain cause now depending in our Circuit Court in and for the County of Warren aforesaid, between Robert Cameron Complainant

~~Plaintiff~~ and George N Savage and Robert Fletcher

Defendants, and that the said witnesses reside ~~at~~ in the State of New York aforesaid, without the said State of Illinois, and that their personal attendance cannot be procured at the trial of the said cause: Now know ye that we, in confidence of your prudence and fidelity, have appointed you, special Commissioner to examine the said witnesses, and do therefore authorize and require you to cause the said witnesses to come before you at such time and place as you may therefor designate and appoint, and diligently to examine the said witnesses, on the oath or affirmation of the said witnesses by you first duly in that behalf administered, and faithfully to take the deposition of the said witnesses upon all interrogatories inclosed with or attached to these presents, both on the part of the said Complt ~~Plaint~~ ~~iff~~ applicant and of the said Defendant and none others; and the same when thus taken, together with this Commission and the said Interrogatories, to certify into our said Circuit Court with the least possible delay.

WITNESS Wm Lafferty Clerk of said Court, and the seal thereof, at Monmouth in said County, this 16th day of September A. D. 1863

Wm Lafferty Clerk.

DEDIMUS.

Circuit Court

vs.

Filed in Circuit Court, this _____ day of _____ A. D, 186

Clerk.

INSTRUCTIONS

As to the mode of taking, certifying and returning Depositions according to the Statute Laws of Illinois.

I. CAPTION TO THE DEPOSITION.

"THE DEPOSITION of _____ of the County of _____ and State (or Territory) of _____ a witness of lawful age, produced, sworn and examined, upon his corporal oath, on the _____ day of _____ in the year of our Lord one thousand eight hundred and fifty _____ at the office (or house) of _____ in the town (or city) of _____ in the County of _____ and State (or Territory) aforesaid, by me _____ a commissioner (or "by us," if more than one commissioner, inserting all the names of the commissioners), duly appointed by a DEDIMUS POTESTATEM or COMMISSION issued out of the Clerk's Office of the Circuit Court of _____ County, in the State of Illinois, bearing TESTE in the name of _____, Esq., Clerk of the said Circuit Court, with the seal of the said Court affixed thereto, and to me (or "us," if more than one), directed as such Commissioner (or "Commissioners") for the examination of the said _____ a witness in a certain suit, and matter in controversy, now pending and undetermined in the said Circuit Court, wherein _____ is ~~plaintiff~~ complainant, and _____ is defendant, in behalf of the said _____ as well upon the cross interrogatories of the _____ as on the interrogatories of the _____ which were attached to, or inclosed with the said COMMISSION, and upon none others. The said _____ being first duly sworn by me (or "by _____ one of the said Commissioners," if more than one) as a witness in the said cause, previous to the commencement of his examination, to testify the truth as well on the part of the ~~plaintiff~~ complainant as the defendant, in relation to the matters in controversy between the said plaintiff and defendant so far as he should be interrogated, testified and deposed as follows:"

"Interrogatory First;" (here insert the first interrogatory).

"Answer to first interrogatory," (here insert the answer), and so on successively in the order in which the interrogatories may be propounded and answered. Then follow "Cross interrogatories and answers thereto, by the witness on the part of the defendant," (or plaintiff as the case may be). (Here again write down the interrogatories and answers successively in the order aforesaid).

After the deposition is taken, the interrogatories and answers should be read over to the witness, and if he assents to the truth of the answers as written down, the witness will then sign his name at the bottom of the deposition, and swear to truth of it befor the commissioner (or before one of the commissioners, if more than one). This oath is in addition to the preliminary oath, which is administered previous to the commencement of his examination.

The COMMISSIONER should then certify as to the time, place and manner of taking the deposition, as follows:

I, _____ of the County of _____ and State (or Territory) of _____ a Commissioner duly appointed to take the deposition of the said _____ a witness, whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said _____ as a witness in the said suit between the said _____ ~~plaintiff~~ complainant, and the said _____ defendant, he was duly sworn by me as such Commissioner (or "by _____ one of said Commissioners," if more than one), to testify the truth in relation to the matters in controversy between the said _____ plaintiff, and the said _____ defendant, so far as he should be interrogated concerning the same: that the said deposition was taken at my office (or "at the house of _____") in the city (or "town") of _____ in the County of _____ and State (or "Territory") of _____ on the _____ day of _____ A. D., 185 : and that after said deposition was taken by me (or "us") as aforesaid, the interrogatories and answers thereto, as written down, were read over to the said witness; and that thereupon the same was signed and sworn to by the said deponent _____ before me, (or "us,") the oath being administered by _____ one of the said Commissioners, (where there are more than one as such Commissioner at the place, and on the day and year last aforesaid.

(Signed) _____ *Commissioner.*

[The foregoing certificate of the commission should be at the foot, or bottom of the deposition, immediately following the signature of the witness.]

The Commissioner should then fold up the deposition as thus taken and certified, together with the commission and interrogatories, and all exhibits [if any] produced on the examination, properly marked or lettered, as "exhibit A," "exhibit B," &c., and enclose the whole in a suitable wrapper or envelope, and then seal up the same securely with three seals, writing his name transversely across the middle seal; or if two commissioners they will each write their name, one on each of the outside seals; or if three commissioners, then each one will write his name across one of the seals in the manner aforesaid. The Commissioner [or Commissioners] will also endorse the names of the parties to the suit, transversely across one end of the package thus sealed up, according to the proper title of the suit, and direct the same to the proper address of the Clerk who may issue the commission, and transmit the same by mail to the proper Postoffice. Neither of the parties to the suit, or their attorneys or agents, or any person at all interested in the event of the suit, are permitted by law to dictate, write or draw up any part of the deposition required to be taken as aforesaid.

N. B It is important to the validity of the deposition, that these requirements and instructions should be strictly attended to.

P. S. One caption will answer for the depositions of several witnesses, where they are all taken at the same time and place, to be read as evidence in the same suit, by so modifying the form here given, as to make it applicable to the number of witnesses to be examined—as for instance, at the commencement say:

"The depositions of A. B., C. D. and E. F., of the County of _____ and State of _____ witnesses of lawful age, produced, sworn and examined on their respective corporal oaths," &c., and then in the latter part of the caption say: "The said A. B., C. D. and E. F., being first duly sworn by me as witnesses in the said cause," &c. Then, at the commencement of each deposition, say: "Interrogatories propounded to the said A. B., a witness produced and sworn as aforesaid, on the part of the said _____ and his answers thereto, as follows:"

"Interrogatory First." (Here insert the first interrogatory).

"Answer to first interrogatory." (Here insert the answer).

And so on successively with all the interrogatories to be propounded to that witness. Then insert the cross-interrogatories as before directed. The deposition should then be read over to the witness, and signed and sworn to by him before the next witness is examined. Then proceed with the second and third witnesses in like manner to the end. One certificate as to the time, place and manner of taking such depositions, and that each one was signed and sworn to by such witnesses, respectively, will be sufficient, provided due care be taken to insert the names of ALL the witnesses, and the certificate in other respects be in conformity with the form given in the first instance.

Great care should always be taken to attach such depositions firmly together by means of tape or ribbon, and using wax, wafers, or eyelets when necessary.

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM, 1865, AT OTTAWA.

ROBERT CAMERON
vs.
GEORGE W. SAVAGE and ROBERT FLETCHER. } *Error to Warren.*

ABSTRACT.

1857, on or about May 12th, 1857, they sold to Robert Fletcher by an article of agreement or bond for a deed; the consideration was to be $700.

Int. 5. Where was that sale made, and who was in possession of the land at the time, and how much of that consideration was paid by Fletcher?

Ans. I think the contract was made at his own house on said land; we received a carriage of him for which we allowed him a credit of $200.

60 *Int.* 6. Was there anything said by you or Fletcher at the time of making said contract with Fletcher in regard to a tax title or a tax sale? If yea, state all that was said between you with regard to the matter.

Ans. Yes, we told him there was a tax sale made in 1855 and unless he purchased our title we should redeem from that sale; he said he did not want that sale redeemed from; the reasons he did not give. He then agreed to purchase.

Int. 7. State whether or not said land was deeded to Fletcher, and whether or not it was conveyed to George W. Savage at some time thereafter?

This testimony does not affect Savage

Ans. It was not deeded to Fletcher; we made him a tender of a deed according to our agreement with him; he refused to comply with his part of the agreement; the tender was made in 1858, on the day of the Douglas and Lincoln debate at Galesburg; when he refused to accept, we served a summons on him the same day; got judgment against him on the first payment due, $250 and interest, by default; was unable to collect the judgment. J. C. Scroggs and wife deeded the land to George W. Savage, on or about the 13th day of March 1861, in consideration of $200 paid by Savage.

Int. 8. State whether or not that conveyance was made to said Savage in Galesburg, and whether or not said Fletcher was not in Galesburg on the same day, and at the same time of such conveyance to Savage?

Ans. The deed was made in Galesburg; Savage and Fletcher were both in Galesburg at the time Scroggs made the sale to Savage; I was not present and knew nothing of the sale until after it was made.

No cross examination.

Deposition of JOSEPH C. SCROGGS:

69 *Int.* 3. Did you or not, at any time sell, to Robert Fletcher the SE 1 9N 2W, in Warren county Illinois? If you did, state when and where said sale took place; the price and terms of such sale; how much was

paid by said Fletcher, and whether or not you conveyed the land to Fletcher.

Ans. I sold to Robert Fletcher SE 1 9N 2W, Warren county Illinois, in 1857, for $700, and entered into a contract to convey, but did not make a deed; received a carriage from him at $200 at the time of sale; afterwards sued him on his contract, but could not recover; then declared the contract forfeited; sale took place in the house of Fletcher on said land.

Int. 4. Did you or not, at any time convey said land to George W. Savage? If yes, state when and where said conveyance was made; and if made in Galesburg; state whether said Fletcher was in Galesburg on the same day and at the same time of that conveyance to said Savage.

70 *Ans.* In 1861, I sold SE 1, 9 N 2 W, in Warren county Illinois, to Savage for $200 at my office in Galesburg. After making the sale I was told Mr. Fletcher was in Galesburg to protest against said sale, but I did not meet him.

Int. 5. State fully all that Savage said to you on said day of said conveyance to him by you, both before and at the time of said conveyance, and all you said to him.

Ans. To the best of my recollection, Mr. Savage told me that he had a tax title on said land, and wished to buy patent title to enable him to sell the land. I cannot now recollect what I may have said to Savage; I had an idea then that Savage was buying for the benefit of Fletcher, but cannot remember what made me think so.

There was a cross examination, but nothing additional of importance was elicited. *

76 Deposition of JESSE RIGGS:

I knew the land in controversy for over 20 years and owned lands adjoining that; the land was worth $20 per acre; that Robert Fletcher occupied the land or a portion; a portion being timber and a part priarie; he cultivated a part and exercised acts of ownership over the whole; in 1860, Savage rented the land to James Clayton; in Clayton's lease part of the house was reserved for Fletcher, who held it till August or September 1861; Fletcher cultivated part and cut timber and sold it off the
78 timber part; there were cross fences between Fletcher and myself, and he helped to keep them up; these were on the east and north sides; there was a suit of forcible entry and detainer before David C Riggs between Clayton plaintiff, and Fletcher defendant, which was dismissed; afterwards I saw Fletcher's goods lying in the west yard of the dwelling

house, in August or September 1861, soon after the suit before Riggs; Fletcher left the land and went to Cameron, in the spring of 1860, and
30 returned in spring of 1861, and remained on the land till August or September 1861. About the 4th of March, 1861, Fletcher came to me with a letter purporting to have been written by Savage, signed by Fletcer to Marcus Parsons, of the State of New York, requesting Mr. Parsons to sell this same tract of land to Savage as a friend of his; the whole contents of the letter I do not recollect. Fletcher then told me that Savage had deceived him, that Savage had written the letter and that he Fletcher had signed it without reading it. I advised him not to send that letter, if such were the facts, if he did not wish Savage to get a title to the land. I also advised him to write the facts in the case to Parsons. The next day he showed me a letter to Parsons, the purport of which was that Savage was an imposter or had aimed to deceive him, and asking said Parsons not to give him a title. In the same conversation, Fletcher spoke of another letter which Savage had taken out of the Post Office directed to Fletcher, which Fletcher said he could never get to see. Savage and I had a conversation about the same letter after that, and Savage said Fletcher told a lie, if he ever took any letter out it was as an attorney for Fletcher, which he had a right to do. I saw a great deal of Savage's writing both before and since Fletcher presented said letter written by Savage to me. I had seen him write before that, and I believe the whole of the writing except the signature was Savage's. The amount of the letter
82 was that Savage was Fletcher's friend, and for him, Parsons, to deed to Savage. This letter Fletcher told me he had never sent. Fletcher was married, as I see from the record, in March 1850, and took possession of the land the same spring. Fletcher said that Mrs. Savage told him Savage had got a letter out of the Post Office for him, but Savage would never show it to him. Savage said that if he had ever taken Fletcher's letter out of the Post Office, it was a business letter which he had a right to take. When Savage told me it was a lie as to taking out Fletcher's letter from Post Office, I told him there was no use denying it for Mrs. Savage had told Fletcher that he had done so. He then made the statement as to its being a business letter, and he as attorney had a right to take it out.

84 Savage told me in our conversation that he would deed to Mrs. Fletcher's heirs the ½ of SW 19, 9 N 1 W, but he never would give anything to that old curse, meaning Fletcher. In another conversation after that he told me he had deeded said land to her heirs.

In regard to the quarter in controversy, he told me that if Fletcher behaved like a man he would have given him a home then, but he had acted the thief and he never could give him anything, for it was like

throwing it away. Fletcher occupied and improved SW 19, 9 N 1 W, and claimed to own it.

In the spring of 1861, Fletcher cultivated a small portion of the land in controversy, and there was considerable contention between him and Clayton, which should cultivate the land; they both planted a part of the same ground. Fletcher occupied the building till August or September.

On cross-examination the witness stated that he heard a man apply to Fletcher to rent the land early in March 1860. Fletcher said he would rent the place; they agreed upon terms; then Fletcher took me to one side and told me that he had not the right to rent the place; that Savage had the right, but that Savage would do whatever was right about it, and that he would draw up a skeleton of an agreement and give it to James Clayton who was applying to rent, and Clayton could take it up and Savage would draw up an article. Clayton then told me to go up with him to see Savage. The reason Fletcher said he had not a right to rent, was that Robert Cameron had a judgment against him and would take the rent if he rented it himself. When the skeleton of Fletcher was presented to Savage he read the paper and replied that Fletcher had no right to that land, and that he never made any such cut-throat leases; that he would lease it in his own way and draw up an article between him and Clayton; each party took a copy.

About the first of March 1861, I went down to Clayton's on SE 1, 9 N
88 2 W. Fletcher was there with his goods, and told me he got disappointed in getting possession of S W 19, 9 N 1 W; they had kicked him out of doors, and that he had come to Clayton's to stay a day or two until he could find some place to go to, and he wanted to get the
91 place back again. Savage lives 2½ miles north of Monmouth. Savage
93 told me in our conversation that he had employed Fletcher to help him get the title from the heirs of Russell Parsons, but the d—d old rascal had got mad and turned against him and was now trying to defeat him.

94 I told Savage that Fletcher showed me a letter to Parsons, telling him not to sell the land to Savage; that he took Savage to be his friend, but had found out that he was trying to cheat him out of what he had. Savage replied that he was a d—d old liar, that he had tried to befriend him in every way; and had bought the land for taxes at the request of Swinny, as Swinny told him he was an old friend and an Englishman, and that all he wanted was his money back. He waited a year or two and could not get anything; then he got Fletcher to sign the certificate of purchase to him; then he said the d—d old rascal had lied about it and tried to make the people believe he was trying to swindle the heirs.

At the time Savage made the lease to Clayton, Savage told him he could have the whole of the house, but Clayton insisted upon making the lease as agreed upon with Fletcher; that he had agreed with Fletcher that he should have the north room to keep his goods in.

No Change in the bill that Savage was atty

96 On re-examination the witness stated that Fletcher told him, at the time he took him to one side, that Savage was his attorney, and did all his business, and if Savage rented the land in his own name he would get the rent, but if rented in the name of himself Cameron would get it.

89 DAVID C. RIGGS testified that Robert Fletcher paid the taxes on S E 1, 9, 2 to him as collector for 1855, on the 17th day of January, 1856.

x not correct he only deed was assigned to him & he usually marked the name of the person paying & different but not always —

A. S. GILBERT testified that the taxes were paid to him as collector for the year 1857, last of April or first of May, 1858, and that it was marked paid by Robert Fletcher. It was usual to mark it in the name of the person paying, but this was sometimes not done. x

100 DRAPER BABCOCK, who was treasurer of Warren county, testified that the land was sold at the tax sale in June, 1862. On the 23d day of June it was put up and 1 acre sold to George W. Savage. He requested me to put it up again. I did so on the 26th day of June, and it was bid down to 1 acre again. The reason Savage asked me to put it up again was to get more land. After that he never complied with his bid. He pomised to do so two or three times, but after some months refused to do so, stating that he had paid money enough out for those heirs. I advanced the money, but Savage never took up the certificate.

This answers for 19, 1.

102 FRANCES J. FLETHER, aged 14 years, daughter of defendant, did not seem to know the obligations of an oath, but its obligations were explained to her, and she then testified: I did not come because Almon 104 Kidder came to my father's house and left word for us not to come. I am the oldest of my father's children. Savage never gave me any deed for any land, and I never paid him any money for any land.

Deposition of JOHN J. GLENN:

No change in the bill that Savage was atty

106 George W. Savage is an attorney. He told me he had license and he practiced. He told me he had made application for examination before the board at Springfield, but that board would not pass him.

Deposition of JAMES CLAYTON:

110 I reside on the land in controversy, and have since March, 1860, except from March till September, 1861. Fletcher said, when he went to rent it, that he wanted $225 in money or 900 bushels corn for the rent, said his interest was at Cameron and he wanted to leave the place and

rent it before he left, and I was to pay either in money or corn, at my option; the agreement was made with Fletcher before he said anything about Savage having anything to do with it. Fletcher reserved the north room in the house, and half of the apples. He then requested me to go to Savage, as he could not draw the writings or rent the land. I came to Savage and told him what had transpired, and we executed the lease which is attached, marked "Exhibit A." Fletcher got most of the apples, but Savage took some. I asked Savage whether Fletcher should have any of the corn in the fall, and he told me to let him have some. Fletcher got some, I don't recollect how much. The balance I paid Savage. I carried Fletcher's goods forcibly out of doors, and laid them in the yard, about 2d or 3d day of September, 1861. When I rented the land there was a log house on it, two cribs and a stable, 60 to 65 acres under fence and cultivation, and an apple orchard bearing. The balance of the quarter is in timber. Before I put Fletcher out he claimed a right there somehow, that his children had a right there by their mother, and that Savage was attempting to defraud them or him by buying the titles.

Record Says "He did not request me, he told me I would have to go to Savage as he couldnt rent it" 112

This word "forcibly" not in record

118

See — Cross Int 3 — + answer page 115 — also answer to X Int — No. 8 — page 117 —

The cross examination elicited nothing new.

Deposition of E. C. Lewis:

120 Savage has had a shingle up for ten years, with "G. W. Savage, Attorney at Law," upon it, and I have heard him plead law. Have known SE 1, 9 N, 2 W, since 1840. Robert Bay occupied it at that time. There was a log house and 60 acres enclosed on it, the balance timber. Hunn came in after Bay, after him another, whose name I don't recollect, then Fletcher went into possession. It has been occupied continually ever since I knew it. Fletcher went on about 1850. In 1857 it was worth $20 per acre, and has been of that value ever

122 since. There was 100 acres of good timber on it. Savage answer told me that he was attorney for Fletcher ~~about the land, or the timber on the land,~~ about four or five years ago; told me that Mrs. Fletcher had come to him, and that she was more of a man than Fletcher. Savage appeared in that conversation to have a great deal of sympathy for the children; talked to me about buying the land and deeding half of it to those children, to make them a home.

not in the record

Savage did not buy until 1861

124 In the winter of 1857 and 1858 there was an arbitration between Williams and Fletcher about the rent of the land, well digging, cutting timber, &c. Williams had an account against Fletcher for cutting timber for him off the land. Savage acted as attorney at the time for Fletcher. He claimed no title that I know of at that time to the land. Savage claimed, on behalf of Fletcher, rent, as due him for the occupation of said land, at the trial. Williams had occupied the land. Savage claimed that Williams had charged too much ($1 per tree) for cutting the timber for Fletcher. At the time Fletcher was in possession of the land

128 last, he made continual complaints against Savage and the way he had used him. He said, also, that Savage had taken his letters out of the post office without authority. He said Savage was trying to cheat him out of everything.

On cross-examination nothing new was elicited.

Deposition of HENRY M. LEWIS:

I have known the land twenty-four years, and it is and has been since
132 1857 worth $20 per acre. In 1856 Fletcher had six yoke of oxen, a span of horses and wagon. I don't remember particularly about his other property. The cattle were worth $60, on an average, per yoke; horses and wagon probably about $200, and harness worth $20. He had some cows, probably worth $20 per cow. Calves were worth then $6. He had two breaking plows, when I knew them worth $30. Yearling colts were worth in 1857 $30. Bulls and steers were worth from $10 to $30. Corn plows were worth $4 to $8.

I have heard Savage speak of doing business as attorney for Fletcher.
134 Soon after Savage bought the land I met him on the street, and he spoke of his buying the land. He stated, if any of the neighbors would make up the amount he had paid for it, he would deed it to Fletcher's children. He told me what the amount was; I think probably from 3 to $500. There were remarks made to the effect that there were charges that Savage had cheated Fletcher, but who spoke of it first I don't recollect. Then he stated what he would do for the children, provided the neighbors would pay him what he had paid for it.

not Evelleen Fletcher stated to me that Savage had robbed him and robbed his children.

On cross-examination nothing new was elicited. except that Cameron the Pltff in Error got all of the personal property & also sec. 19- on Executions vs Fletcher—

Deposition of ALFRED HAYS:

"* Ans to Int 4. Fletcher didnt Claim to own the land himself, but held it through his Children or wife Some way"

In 1857 Williams was in possession of part of the land, and Fletcher the balance. I understood Williams was tenant of Fletcher from Williams.* It was worth $20 per acre in 1857, '58 and '59. I heard Savage say something about conveying the land to Fletcher's children, but cannot positively state what he did say.

Deposition of JAMES F. WILLIAMS:

138 Was on Fletcher's farm. He hired me to cut cord wood and haul in saw logs one winter. I cut from two to four hundred saw logs and drew them to Long's saw mill, and from two to four hundred cords of wood.

that was before Savage bought it

Robert Fletcher was in possession and claimed the land as his home, that he got it through his wife. Fletcher paid me for cutting the timber. We had a trial about it, and Savage acted as Fletcher's attorney. Savage did not set up any claim whatever to the land; he just acted as Fletcher's attorney.

On cross-examination, witness stated that he worked in the timber the winter after Buchanan's election, and the trial was one year after between Fletcher and himself.

Deposition of F. H. HUDMAN:

Acted as deputy county clerk in 1862 for Warren county. I had a little controversy, at the tax sales of 1862, with George W. Savage, with regard to how a tax certificate should be issued. He desired that I should make it different from what the law required and what was right. I do not remember what that difference was; but I made it right, and placed it, with the others, in the hands of the collector.

Testimony of Defendants.

Deposition of B. T. O. HUBBARD, banker:

148 Savage bought three drafts on New York for $100 each. He also bought some gold, less than $100. He told me at the time for what purpose he wanted the drafts; it was either to purchase some lands or settle some claims on lands in which Fletcher or Cameron were interested. He so stated. I drew the inference from a letter he showed me, also. This he showed me for the purpose of drawing drafts, payable as near as possible to the place where the said letter was written and mailed.

Robert Fletcher had no money deposited with us at that time.

Deposition of WM. LAFERTY:

150 Clerk of circuit court of Warren county, and had been since 1856. Stewart or Scroggs gave me authority to sell the land in controversy. They claimed patent title. The deed to them was recorded 18 Sept. 1858. Savage applied to me in the winter of 1861; said he had a tax title on the land; said he would go up to Galesburg and buy it; thought he could buy it for less than $400 from them, which I asked him. Savage
152 returned from Galesburg, and told me he had purchased the title for $200, and handed me Scroggs' deed to be recorded.

154 On cross-examination this witness stated, that Savage had acted as an

attorney in the circuit court for Fletcher, in suits which he had with Cameron and others.

Deposition of E. S. SWINNEY:

At the time of the sales for taxes of 1854, I called the attention of Savage to the land, stating that it belonged to a brother Englishman, that it was an improved farm and that he had better buy it for him.—
On the 10th day of February, 1857, Savage and Fletcher met in my
156 office. Savage asked him for the amount of the purchase money, Savage having the certificate of purchase in his possessession in name of Fletcher, Savage having paid the money. Fletcher refused to pay, stating att he time, that he had no title to the land. Savage then asked Fletcher to assign the certificate of purchase to him, which he did in my presence, and at the same time Fletcher being in possession as he said of the land, Savage served a notice on him, stating when the time for redemption would expire. Fletcher replied that he had nothing to do with the land, that it was the place of the guardian of the children to redeem the land.
158 Fletcher was at my house in April, 1861, and inquired of me if I knew where Savage was, I told him he had gone to New York to buy some land. He wanted to know if he was going to buy the place he lived on, I told him that quarter was on the list. Fletcher told me that he would send a dispatch to New York forbidding the sale of the land to Savage, and left my house for the depot, to telegraph. He stated at the time he had written a letter prohibiting the same. Savage showed me one or more letters written by some person, name not now recollected, from the State of New York, informing Savage that he could have the land by taking all in the list, can't tell now when I saw said letters.

Cross Interrogatories.—Savage did keep his office at one time in my office, but I don't recollect whether it was at the time of said conversation or not.

Int. 8. Were you called upon to witness what was done at the time?

A. I think I wrote the assignment on the back of the certificate at the request of Savage in presence of Fletcher and saw him sign the same. I have no recollection of dating back the assignment of the certificate. I think I was in when Savage and Fletcher came in the office.
162 Don't recollect whether they came in together or not. My attention was called to the certificate soon after they came in. The statements were made in my presence and hearing, and I do not think I was called to witness. I have seen Savage and Fletcher in conversation together on business in my office at the time he occupied a part of my office. I think Fletcher greatly relied on Savage at the time as an attorney and as a

friend. I state the time of said conversation solely from the date of the notice. I did not examine the notice at the time to see whether it was dated correctly or not. Savage did claim some land at a tax sale for Fletcher.

175 By a bill of exceptions, it appears that before the cause was called for trial, the complainant appeared and entered his motion for the production of the following papers and documents:

1. The contract made between Mowrer, Stewart & Co. and Robert Fletcher, as testified to by witnesses Stewart and Scroggs in their depositions.

2. The residue and remainder of the letter marked "Exhibit B," and attached to cross interrogatories to be propounded to Marcus Parsons and others, and attached to the same, and commission to H. C. Cheesebro and which were returned by him with his certificate, which were as follows, to wit: This was a commission sued out by commplainant with interogatories attached, to take the deposition of Marcus Parsons and Enos C. Sheldon, residents of New York. Savage attached cross interogatories and with them a mutilated part of a letter as follows, marked exhibit "B":

"or we will convey our interest to the 12 quarter seetions for $300 as you offered last fall; that will include the lot in Warren county. Of course it is very difficult to get the heirs here to agree on anything. There is now a man down here from your state of Illinois, that has been to some of the heirs, and made them an offer for our interest in the 12 lots which is better than the offer to you, but as there is at present an action pending in court, it is no more than just that you should have this offer previous to any sale to the one man who wants to purchase the lands. Write me soon and oblige yours, MARCUS PARSONS."

The commissioner to whom the commission was directed, returned the commission with the certificate attached, that he saw Parsons, one
182 of the witnesses, and arranged with him to come to his office in Canandaigua on the following day, 1st October, for the purpose of being examined as a witness. That he was at his office at the day, but Parsons did not appear; that he sent to the residence of Parsons, 12 miles from Canandaigua, to have him subpoenied a witness aforesaid, and learned from his family that he had gone to the state of Michigan, and therefore returned the commission not executed.

3. The letter written by Savage addressed to Marcus Parsons to be signed by Robert Fletcher and testified to by Jesse Riggs. It was admitted by defendant's attorney that defendant's had notice in writing by more than ten days before the commencement of this term of court to

produce said documents and each of them. The court therefore ordered defendant to produce said first document. In regard to the second document, Savage made an affidavit and filed the same, that he had made diligent search several times for letters and parts of letters received from Marcus Parsons in reference to the purchase of lands that this defendant bought of Marcus Parsons and others of the state of New York, as the heirs of Russell Parsons, and that he had not been able to find any more than is already before the court, and he verily believes they are lost; that the reason he attached said part of said letter to said cross-interrogatories was, for the purpose of proving that said letter was directed to this defendant. Savage presented another piece of paper with the affidavit which he said was another part of said letter. (This part seems to have been *lost*—it is not in the record.)

Complainant contended that the affidavit did not answer the charge
186 of mutilation by design, but the court decided that he would not order the production of the residue of the letter, and the court also made the same decision as to said letter third above mentioned, to each of which decisions complainant excepted.

188 The complainant also introduced in evidence upon the hearing, as appears from the certificate of the court, a judgment in favor of Robert Cameron vs. Robert Fletcher recovered in the Warren Circuit Court at the October term, 1859, for the sum of $1,724,25 and costs, together with the note upon which judgment was obtained, dated April 30th, 1857, for $1,500 with interest, upon which two executions, as introduced in evidence, had been issued and returned *nulla bona.*

A chattle mortgage dated 11th February, 1858, and recorded 4th March, 1858, from Fletcher to Savage to secure the payment of a note for $1,200, payable one year after date.

196 Mortgaged property: 4 yoke oxen, 3 cows, 1 bull, 3 spring calves, 1 mare, 1 spring mare colt, 2 breaking plows, 2 two-horse wagons, 2 mules three years old, 1 horse, 2 ploughs, 1 double-set of harness, 1 iron safe, 2 sleighs.

A second note and judgment in Warren Circuit Court in favor of
200 Cameron vs. Fletcher, and two executions with a return *nulla bona.* Note dated April 30, 1837, for $1,500 by Fletcher to Cameron, payable 1st Jan. 1860. Judgment recovered 17th Nov. 1860, for $1,819 and costs.

Also a third judgment in the U. S. Circuit Court in favor of Cameron vs. Fletcher, at the May term, 1858, for $1,118,47, and costs $36,45; an
208 execution thereon; sale of 60 acres of land to Cameron for $500, but wholly unsatisfied as to balance. Marshal's fees, $48,20.

The complainant then called B. MORFORD.

210 He was justice of the peace, and succeeded David C. Riggs, whose book, as justice, was in his possession, and the book and papers offered in evidence were a part of the books and papers transferred to him as successor of Riggs. Record and papers offered in evidence show that,
214 on the 6th day of May 1861, James Clayton made his complaint against Fletcher for a forcible detainer of said land. May 13th, the suit was dismissed, at the motion of defendants, at plaintiffs' cost. for want of sufficient notice —

PHILIP DARR also testified, that the taxes on the land were paid to him, as collector, in January or February 1856.

215 A notice was served on defendants to produce tax receipts for the land for the years 1850 to 1857 inclusive, but they ~~refused~~ failed to produce the same. The complainant then produced in court the collector's books for a number of years, in order to prove payment of taxes on the land by Robert Fletcher, but, at the instance of defendant, the court refused to allow the same, and ruled the last column out, against the objections of complainant. The following is a sample of the collector's books:

LANDS LISTED FOR TAXATION IN THE YEAR 1856.

In whose name Listed.	Subdivisi'n of Sec.	Section.	Town.	Range	Acres.	Value.	State & Co. tax	Road tax.	Town tax.	Total tax.	Remarks by whom paid.
Ephraim Smith.	NE NW SW.	1	9 N.	2 W.	10	150	1.47	30	06	1.83	Feb. 6, E Smith.
Robert Fletcher.	SE.	1	"	"	160	1600	15 68	3.20	64	19.52	Feb. 1', Rb't Fletcher
Asa Copps.	Und W½ NE	2	"	"	22.51		2.20	45	07	2.74	Asa Copps, Apr. 8,'57.

An offer was made for the years 1850 to 1858 inclusive, and the same rulings made. The taxes for 1858 for the first time appear to be paid by Savage.

Affidavit, which Savage filed, for the purpose of obtaining his tax deed, in the county clerk's office, together with the notice and acknowledgment of service by Fletcher, Feb. 10, 1857. The affidavit shows that the assignment was made by Fletcher to Savage Jan. 1, 1857.

221 GEORGE E. ARMSLY testified, that a year or two ago a man was driving a horse along by the depot, where witness and Robert Fletcher were standing. Fletcher said there was a horse he left with Savage, to be returned when called for by him; afterwards Savage sold the horse without any authority, and had swindled him. Fletcher used other harsh language as to Savage.

The complainant then offered in evidence the contract of Stewart, Mowrer & Co. with Fletcher, and which had been produced by defendants under the order of the court.

The contract is an ordinary article of agreement, dated May 12, 1857,
122 for the land. The consideration is at first stated to be $700, but to be paid as follows: One carriage, to be delivered at Galesburg, at $160, within twenty days, and $40 on or before 1st day of Oct. 1857, $250 on or before the first day of January 1859, with interest at six per cent., upon which a quit claim deed is to be delivered; Fletcher conveying the patent title and warranty, and defending against any other patent title; Fletcher to give his promissory notes for the above mentioned sums.

125 The defendants also, at the hearing, called B. T. O. HUBBARD, who was presented with the part of the letter attached to the cross-interrogatories, to be put to Parsonsby defendants, and the witness, having read the same, stated that he had seen that letter before; when he saw it, it was whole; Savage, one of the defendants, showed it to him on the occasion of his going to New York. The defendants then proposed to have the witness testify as to what was said at the time, to which complainant objected, because the conversation was in connection with the letter, and defendants should not be allowed to present a part of the same to the witness mutilated as it was, and then ask what was said in
126 regard to the whole letter. The court then interrogated the witness, who said that the conversation was about and in connection with the letter, and at that time it was not mutilated. The court then refused to allow the witness to testify as to said conversation, unless defendants produced the whole, which was not done, and defendants excepted.

EPHRAIM SWINNY was callad by defendants and said, he did not mean to say that the assignment of the certificate, notice and acceptance by Fletcher, and affidavit for a deed were all made at the same time.

The defendant offered a judgment in the Warren circuit court, dated March 7, 1860, for $771.12, by default, in favor of Savage *vs.* Fletcher, and execution issued thereon, dated July 13, 1860, levied on six acres of corn, three acres of potatoes, also a prairie plow on farm near Berwick, occupied by James Clayton; then an entry, "The property above levied on not found. This judgment is entitled to a credit for one bay mare, at one hundred and twenty-five dollars. May 31, 1860." "Received the above of sheriff. Geo. W. Savage." "I return this execution, by order of plaintiff, this April 13th, 1861. Seth Smith, ex-sheriff."

130 2, C. Deed from Scroggs and wife to Savage, dated April 13, 1861.
for S E ¼ Sec. 1. Town 9. Range 2.

Tax deed from Smith, sheriff of Warren county, to George W. Savage. Dated Jany 17th 1860 - for taxes of 1854 sold in May 1855.

Tax deed of Stapp, state auditor, dated Feb. 9, 1835, to Russell Parsons. for S E/4 Sec. 1. Town 9. Range 2 W

236 Deed from George N. Short and wife, and Marcus Parsons and wife, to Savage, dated May 19, 1861. for S E/4 1-9-2 & Eleven other quarter sections - $180-

Deed from Russell Parsons and wife, and Enos C. Sheldon and wife to Savage, dated April 18th, 1861. All conveying the land in controversy, and the last two conveying 11 other quarter sections in Illinois. Consideration $300

The tax receipts for 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, all paid by Russell Parsons, except the two last paid by Mrs. R. Parsons.

Tax receipt dated July 8, 1859 for taxes of 1858 paid by Savage, same for 1859, 1860 1861 and 1862.

The defendant also offered in evidence what purported to be a declaration and notice in ejectment, to July term 1860, of U. S. Circuit Court, in favor of David J. Mowrer vs. James Clayton.

254 This was all the evidence in the case.

259 On the 18 day of Nov. 1863, the case was heard and taken under advisement, to be decided in vacation, but was not decided till next March term, when a decree was rendered dismissing the bill, but without prejudice however.

ASSIGNMENT OF ERRORS.

1. The court erred in refusing to order defendants to produce documents in their possession to be read in evidence.

2. The court erred in refusing proper testimony on part of plaintiff in error.

3. The court erred in allowing improper evidence on part of defendants.

Cameron

34 • 34-11

Savage

abstract

Copy for

Dft in Error

34 Cameron v Savage et al } Supreme Court 1865

I have not seen the points of defendants but I am told by their attorney that they rely principally on the ground that Fletcher never owned any title to the land that Parsons purchased the tax title & held it until it was sold to Savage.

My simple reply to this is so far as the Parsons title is concerned (and as to the other title I desire to say nothing further than I have said in my brief) that the inference of the whole testimony is that Fletcher must have purchased it & had it under his control, although he pretended that it belonged to his children. But this pretense was merely a ruse for the purpose of preventing Cameron "from getting it."

Besides this is not a proceeding against his children. If they have any rights in the land the courts

will protect them in it. The question in this case is whether savage shall enjoy the fruits of his conquest or savages ~~rights~~ with the property thus obtained subject to the judgments of Commissioners April 14 65

A. G. Kirkpatrick
P. adj.

34 Cannon
v
Savage

Reply

34-111

Filed Sept. 14, 1864
L. Leland
Clk.

No 1

1

Be it remembered that on the 24th day of February ad 1863 a Bill in Chancery was filed in the Circuit Court of Warren County Illinois, which is in the words and figures following, to wit:-

State of Illinois } Warren County Circuit Court
Warren County } ss of the March Term ad 1863.

To the Judge of said Court, in Chancery Sitting:

Robert Cameron of the State of Indiana bring this his bill against Robert Fletcher & George W. Savage of Warren County & State of Illinois and therefore your Orator complains and says, that heretofore, to wit: in the Term of October in the year of Our Lord one thousand eight hundred and sixty in said Circuit Court by the consideration and judgment of said Court your Orator recovered against Robert Fletcher one of the Defendants in this suit, the sum of Eighteen hundred & nineteen dollars & twenty cents for damage which he had sustained as well by reason of the non performance by the said Defendant Fletcher of certain promises & undertakings then lately made by said Fletcher to said Complainant as for the costs and charges of your Orator by him about his said suit in that behalf Expended, which were adjudged to Your Orator in and by said Court whereof the said Fletcher was convicted;

as by the records of the said judgment in the office of the Clerk of said Court reference being ~~had~~ thereto had, and to which, for greater certainty, your Orator pray leave to refer, will more fully and at large appear.

And your Orator further shows unto Your Honor, that the said judgment so recovered in manner aforesaid, remaining in full force and effect, and the said damages aforesaid unpaid and unsatisfied Your Orator on or about the 24th day of November in the year of our Lord one thousand Eight hundred and Sixty for the purpose of obtaining satisfaction of said judgment, sued and prosecuted out of said Court a writ of the people, called a fieri facias, directed to the Sheriff of Warren County, that being the County in which said Defendant resided at the time of the issuing of said writ; by which said writ the said Sheriff was commanded, that, of the goods, chattels, lands and tenements of said Robert Fletcher Defendant in your County, you cause to be made the sum of Eighteen hundred & nineteen Dollars & twenty cents damages which your Orator in said Circuit Court recovered against the said Defendant Robert Fletcher and the further sum of Nine dollars & forty cents which were adjudged to your Orator

for his costs & charges in that behalf expended whereof said defendant Fletcher stands convicted as appears from Records, and that he should have the money at the Clerks office of said Court, at Monmouth in said County, in ninety days from the date thereof, to satisfy the judgment so recovered by your Orator as aforesaid: And that he should have then and there that writ.

And your Orator further shows unto your Honor, that the said writ of Fieri Facias, before the delivery thereof to the said Sheriff, was duly endorsed, and was afterwards, and on or about the 24th day of November in the year of our Lord one thousand Eight hundred and sixty delivered to the said Sheriff to be Executed in due form of law.

And your Orator further shows unto your Honor, that the said Sheriff of said County aforesaid, on the 23d day of February in the year of our Lord one thousand Eight hundred and sixty one returned on the said writ to him in that behalf directed and delivered, as aforesaid, that he could not in his County find any property of the within named Robt. Fletcher to levy on and make that debt & costs & he thereupon returned that Ex. this 23d day of February AD 1861 as by the said writ of Fieri Facias and the directions, and the returns of

the said Sheriff indorsed thereon as aforesaid, now on file in the office of the Clerk of the said Court, will more fully appear; and to which, or a copy thereof your Orator prays leave to refer.

And your Orator further shows unto your Honor, that the said judgment still remains in full force and effect, not reversed or satisfied or otherwise vacated; and that the said Robert Fletcher has not paid the same to your Orator, but has hitherto wholly neglected and refused so to do.

And your Orator further shows unto your Honor, that there is now actually and Equitably due by your Orator upon the aforesaid judgment, the sum of Eighteen hundred & nineteen dollars & twenty cents together with the interest thereon from the 17th day of November one thousand Eight hundred and Sixty over and above all claims of said Defendant by way of Set off, or otherwise,

And your Orator further shows unto your Honor, that on or about the first day of August and before that time, in the year of Our Lord one thousand Eight hundred and Sixty the said Defendant Fletcher was engaged in the mercantile & farming business at the County of Warren and that your Orator is informed and believes that in the course of the said mercantile business of

the said Defendant Fletcher divers persons became indebted to him to a large amount, and that the said Defendant last named, at the time of filing this your Orators bill of complaint has debts due to him and for which he hold divers securities and evidences to a large amount and has divers goods, wares and merchandize, and other articles of personal property which belong to him or in which he is in some way or manner beneficially interested; and that he has equitable interests and things in actions of some nature or kind, which might and ought to be applied to the payment of your Orator said judgment against the said Defendant Fletcher

And your Orator also charges that the said Defendant Fletcher is the owner of or in some way or manner beneficially interested in some real Estate, in this or some other State: or some chattels real of some name or kind; or some contract or agreement relating to real Estate; or the rents, issues and profits of some real Estate; and also that the said Defendant Fletcher is the owner of, or in some way beneficially interested in the stock of some Company, incorporated or unincorporated, or in the profits of some Company or Copartnership: and also that he has in his possession, at the time of the filing

of this your Orator bill of complaint, some money in coin or bank bills; or that he has money deposited in some bank or elsewhere, to his credit; or that he has money, or securities for the payment of money, held by some other person, in trust or otherwise for his benefit.

And if said Defendant Fletcher made any sale, assignment or transfer of his property or effects, or any part thereof, your Orator expressly charges that he believes such sale, assignment or transfer is merely colorable, and made with a view of protecting the property or effects of said Defendant Fletcher so assigned, and placing the same beyond the reach of your Orators said judgment and enabling the said Defendant Fletcher to control and enjoy the same, and the avails thereof; or to hinder and delay your Orator in the collection of his debt now in judgment as aforesaid; And that so it would appear, if the said Defendant Fletcher would state and set forth when and to whom such sale, transfer or assignment was made, and what was the amount in value of the property or effects so sold, assigned or transferred, and what were the terms upon which such sale, transfer or assignment was made, and what disposition has been made of the property

or effects so sold, assigned or transferred, and in whose possession the same now is, or what has been done with the avails thereof. And your Orator claim a full and complete discovery of all such property, effects and things in action, belonging to the said Defendant Fletcher and of all trusts whereby any property, debts or effects are held for the use or benefit of the said Defendant last named, and of every sale, assignment or transfer which the said Defendant last named has made of his property debts or other effects, and of the person or persons to whom such sale, assignment or transfer has been made; the amount and value of the property, debts or other effects so sold, assigned or transferred; and the trusts and other conditions upon which such sale, assignment or transfer was made, and all the facts and circumstances relating thereto; and particularly what is the situation of the property, debts or other effects sold, assigned or transferred, at the time of filing this your Orator bill of complaint.

And your Orator further shows unto your Honor that he has reason to believe, and does believe, that the said Defendant last named has property and other equitable interest, things in action or effects of the value of

more than one hundred dollars, exclusive of all prior first claims thereon, and which your Orator has been unable to reach by execution on said judgment, against the said Defendant last named; and that this your Orator's bill of complaint is not exhibited by collusion with the said Defendants, or with any other person or for the purpose of protecting the property or effects of said Defendant Fletcher against the claims of other creditors; but for the sole purpose of compelling payment and satisfaction of the judgment so, as aforesaid, recovered by your Orator against the said Defendant.

And your Orator further shows that said Fletcher on or about the first day of August AD 1859 was & had been in the possession of the South East quarter of Section one in Township Nine North of Range two West of the fourth principal Meridian in Warren County Illinois for more than ten years then past, and had been & was the owner thereof, although the legal title thereof was in a certain person by the name of Russell Parsons or some other person who was a relation of said Fletcher, and that the title was not in Fletcher because said Fletcher intended thereby to defraud his creditors, and that sometime about the year 1861 the said

Parsons or his heirs pretended to convey said land to said Savage who was then acting in collusion with said Fletcher for the purpose of defrauding his creditors and that such conveyance was made for the purpose of defrauding the creditors of said Fletcher and that the same is held in trust by the said Savage for & in behalf of said Fletcher & for his use

And Your Orator further shows that in the year 1859 or 1860 or about that time the said Fletcher for the purpose of defraud-ing his creditors, transferred to said Savage all of his personal property consisting of horses, cows, cattle, hogs, wagons & harness & other property & effects, and that said Savage has secreted the same until he was ~~able~~ enabled to sell the same when he sold the same & used the proceeds thereof in & for his own use, and that said Savage has been continually colluding & conspiring with said Fletcher in order to defraud Your Orator & for the purpose in addition to said facts has obtained several judgments in this Court & elsewhere to a large amount, which judgments were founded on no consider-ation whatever but made & confessed for the purpose of defrauding Your Orator in the premises.

and your Orator well hoped that the said Defendant Fletcher would have paid to your Orator the amount due him on said judgment or would have applied for that purpose any property, money, debts, or other equitable interest or things in action belonging to him or in which he is in any way interested as in equity and good conscience he ought to have done

But now so it is, may it please your Honor, that the said Defendants combining and confederating together and with divers other persons, to your Orator unknown, but whose names when discovered he prays may be inserted herein, with proper and apt words to charge them; and contriving how to injure and defraud your Orator in the premises, neglect or refuse to pay the amount so due to your Orator on his said judgment, or to apply for that purpose any property, money debts, or other equitable interests or things in action belonging to the said Defendant Fletcher and for reason whereof the said Defendant set up a variety of unfounded pretenses. All which actings, doings neglects and pretenses, are contrary to equity and good conscience, and tend to the manifest

wrong and injury of your Orator in the premises, for tender consideration thereof, and for as much as your Orator is remediless in the premises, at and by the direct and strict rules of the Common Law, and cannot have adequate relief, save in a Court of Equity where matters of this and a similar nature are properly cognizable and relievable, To the end, therefore, that the said Defendants may if they can show why your Orator should not have the relief hereby prayed, and may according to the best and utmost of their several and respective Knowledge, remembrance, information and belief, full, true, direct and perfect answer make to all and singular the matters and things hereinbefore stated and charged, and particularly to each of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written he required to answer; the necessity for such answers being under oath is hereby expressly waived however that is to say, that the said Defendants may fully set forth and discover, according to the best of their Knowledge, remembrance, information and belief, the nature and situation, amount and value of all the property, interests and effects of the said Defendant Fletcher including all things in action of whatever nature or kind, with all the particulars relating thereto, and

that they may answer and state, whether, at the time of filing this your Orators bill of Complaint the said Defendant Fletcher not debts due to him to a considerable amount; and if so that they may state particularly the amount of such debts respectively and from whom the same are due, and what security is held therefor; and also that they may state which and what amount of said debts are good and collectable; and what amount bad or doubtfull and whether at the time of filing this your Orators bill of Complaint he has not some property real or personal, in law or equity belonging to him or held in trust for him or in which he has some beneficial interest of some Kind or description and if so, that he may state and set forth a full true and particular account thereof and the nature and value of his interest therein; and that he may also state whether he has not money of some Kind in his possession or under his control, or deposited to his credit or for his use, or in some way or manner held for his use and benefit; and if so that they may state and set forth particularly the amount thereof, and how and by whom the same is held; and that they may also state whether he has any other equitable interest or thing in action, or other means belonging to him or in which he is in any way interested,

whereby he could pay any part of the amount so as aforsaid due to your Orator upon his said Judgment against the said Defendant Fletcher

And if the said Defendant last named has made any sale, assignment or transfer of his property and effects, or any part thereof, that then the said Defendant may state and set forth each for himself, jointly or separately, generally but not in items, what property or effects have been so sold, assigned or transferred, and the value thereof, and particularly when and to whom, and for what purpose, and upon what terms and conditions such sale assignment or transfer was made, and what has been done under such sale assignment or transfer and what has been done with the property or effects so sold, assigned or transferred and the avails thereof. And that the said Defendant may specially state or set forth each for himself jointly or separately how said Fletcher claimed said real property when in possession thereof & what his title thereto was & what claim he has & had to the same and what title said Savage has to the same & from whom & in what manner & at what time he so obtained ~~said~~ such title & how much the consideration for such title was & in what manner & at what time & to whom

& when paid and also that said Savage may give copies of all conveyances to him & all claims which he may have in the said land and all contracts made with said Fletcher in regard to the same and whether or not at one time said Fletcher did not transfer possession of said land to said Savage & what the consideration of such transfer was, when paid & how paid whether in money or property & what. Said Defendant will also state where the parties reside from whom said Savage pretends to have purchased said Lands & whether they are any relation or kin to said Fletcher said Defendant, and also state what the consideration of said judgments & all the judgments obtained by said Savage against said Fletcher was whether money labor or property & what the labor, property, money, labor consisted of, state the amount of all the judgments so obtained both in this Court & elsewhere & when said labor, property or money was made or delivered & to whom & in what manner State whether or not said Fletcher did not transfer to said Savage a horse & other property at one time & what the consideration of such transfer was whether money or property & when paid, state the value & description of all

property & effects transferred at any time by said Fletcher to said Savage, And that the said Defendants or some of them, may be decreed to pay your Orator the amount so as aforesaid due to him for principal and interest on his said judgment, together with your Orators costs and charges in this behalf sustained; And may be decreed to apply for that purpose any money or property, real or personal, in Law or equity, debts, chose in action or equitable interests interests belonging to said Defendant Fletcher or held in trust for him, or in which he is in any way or manner beneficially interested; and that the said Defendants may be enjoined and restrained from selling, assigning transferring, delivering, negotiating, discharging, receiving, collecting, incumbering, or in any way or manner disposing of, or intermeddling with any debts or demands due to said Fletcher or any bills, bonds, notes, drafts, checks, book accounts, Mortgages, judgments, or other debts due to him whether in his possession, or held by some other person in trust for him or to his use or benefit; and also from selling, assigning, transferring, or in any manner incumbering or disposing of, or intermeddling with, any money in coin bank bills, drafts or checks belonging to him

whether in his possession or held by any person in trust for his use or benefit, or any stocks or interest in any private or incorporated company, or any property, real or personal, things in action, or chattels real held by him or by any other person for him, or in which he has any interest whatever except when such trust has been created by, or the funds so held in trust has proceeded from some person other than the said Defendant Robert Fletcher

And that the said Defendant last named may also be in like manner prohibited from making any assignment of his property, and from confessing any judgment for the purpose of giving preference to any other creditor over your Orator and from doing any other act to enable other creditors to obtain his property.

And that a receiver may be appointed, according to the course of practice in this Court, and with the usual powers of receivers in like cases, of all the property, Equitable interests, things in action and effects of the said Defendant Fletcher

And that your Orator may have such further or such other relief in the premises as the nature of his case shall require, and as shall be agreeable to Equity and good Conscience,

May it please Your Honor to grant unto your Orator the Peoples writ of Injunction issuing out of and under the seal of this Honorable Court, to be directed to the said Defendants and to their Counselors, Attorneys Solicitors, Trustees and Agents, therein and thereby commanding and strictly injoining the said Defendants and the persons before mentioned, in manner aforesaid

And may it please your Honor to grant unto your Orator the Peoples Writ of Summons issuing out of and under the seal of this Honorable Court, to be directed to the said Defendants therein and thereby commanding them and each of them on a certain day and under a certain penalty, to be therein inserted, that they personally be and appear before the Judge of said Court at the Court Room in Mammoth Bar and there to answer all and singular the premises, and to Stand to and abide by and perform such order and decree therein as to your Honor shall seem agreeable to Equity and good conscience. And Your Orator will ever pray, etc.

by A.G. Kirkpatrick Sol

Robert Cameron

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I hereby enter myself security for costs in the above & foregoing case – acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action either to the officers of this Court or to the opposite party in pursuance of Law Feb 24 1862

A L Kirkpatrick

Approved by me this 24th day of July 1863 Wm Lafferty Clk

"Filed July 24th 1863 Wm Lafferty Clk"

State of Illinois Warren County Sct.

The People of the State of Illinois, to the Sheriff of Warren County, Greeting:

We command you to Summon Robert Fletcher & George W Savage if to be found in your County, personally to be and appear before the Circuit Court of Warren 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 March next to answer a bill of Complaint, filed in our said Circuit Court on the Chancery side thereof, against them by Robert Cameron And have you there and there this writ, and make return thereon in what manner you execute the same

(U.S. Stamp 50 cts)

Witness, Wm Lafferty Clerk of our said Circuit Court and the seal thereof, at Monmouth this 24th day of February in the year of our Lord one thousand eight hundred and sixty three

Wm Lafferty Clerk

I did on the 4th day of March AD 1863 Serve the within Summons by reading the same and delivering a copy to the within named Geo. W Savage & by delivering a copy of the same to the daughter of Robert Shelton at his usual place of Residence & I certify that the said daughter is above the age of ten years

D. C. Riggs Sheriff

"Filed March 14" 1863 Wm Lafferty Clerk"

State of Illinois County of Warren ss

Circuit Court to March Term as 1863

Robert Fletcher & George W Savage
ats In Chancery
Robert Cameron

And now comes the said Robert Fletcher one of the Defendants to the Bill of Complaint filed herein and for answer thereunto saith that he admits that at the October term of said Court 1860 the said Complainant recovered judgment against him for the amount as stated in said Bill: that the same remains in full force and effect and unsatisfied as charged: that Execution issued thereon as charged in said Bill and was returned as therein stated: that the amount stated in said bill, of said judgment is still due as charged together with the interest thereon: the Defendant denies that on the 1st August 1860 he was engaged in the Mercantile business but on the contrary he admits that he was solely engaged in the business of farming: he denies that any person or persons are or were indebted to him at the time of the filing of said bill or now: he denies that he has any goods, wares, merchandize or other articles of personal property in his possession or in which he is in any way beneficially interested: he denies that he has any Equitable things

in action of any nature or kind which may be liable or ought to be liable to the satisfaction of said judgment as charged in said bill; he denies that he is the owner of or in any way or manner beneficially interested in any real Estate in this or any other State or of any chattels real of any name or kind or of any agreement or contract relating to the same nor to any rents, issues, or profits from any real Estate in this State or elsewhere or of any chattels real, nor is he in any way beneficially interested in the stocks of any Company incorporated or unincorporated or in the profits thereof; that at the time of the filing of said bill he denies that he had any money in coin or bank bills or on deposite elsewhere or any securities for the payment of money, held by any other person in trust or otherwise for his use or otherwise

The said Defendant further answering utterly denies that he has made any assignment or sale of any of his property real, personal or mixed or of any effects of whatsoever nature or kind to any person or persons with the view of protecting the same or any part thereof from the judgment of said Complainant or of any Execution issued thereunder nor to hinder or delay the said Complainant in the collection of his said judgment.

And the said Defendant further answering says that he has made no sale, transfer or assignment

of his personal effects to any person or persons as stated & charged in said bill; that he may from time to time have sold & disposed of some articles of little value, the products of his farming, for the use & benefit of his family & for their support, but to whom what amount and what he cannot state because he does not now recollect.

He further states in answer that since said judgment was so obtained against him and for a long time previous thereto, he had but little personal effects of any kind & what he had which were liable to execution, were seized and sold by said Complainant on executions issued on prior and other judgments against him except as herein after stated and set forth

Further answering the deft denies that he had at the time of the filing of said bill or now has property or Equitable things in action or effects of the value of more than one hundred dollars exclusive of prior first claims thereon.

Further answering he admits that on the 1st day of August 1859 he was in possession of the South East quarter of Section One (1) in Township Nine (9) North of Range Two (2) West of the 4th principal Meridian in Warren County Illinois & had been for about ten years prior to that time but he denies that he was the owner thereof or had any real interest therein; but on the contrary

he avers the fact to be that his wife now deceased who was a daughter of the said Russell Parsons and one of his heirs at law of her father; that her said father died in the year 1839 having a tax title derived from the Auditors Sale of 1833 for the nonpayment of taxes, to said land and that the sole and only possession of said premises that this Defendant ever had to said Land or claimed whatever or any interest therein was solely derived from the right which he supposed his said wife had in the same and as a tenant of the other heirs at law of the said Russell Parsons, He further answers & says that he never had a deed contract or any other written instrument from any person or persons to or relating to said Land or any interest therein and that he always held the same & used & occupied it as a tenant and not otherwise

He further answering utterly denies that he ever intended to defraud his creditors or that he ever entered into or combined with George W. Savage or any other person or persons to defraud his creditors in any way whatsoever

This Defendant further answering says that he is informed and believes it to be true that the said George W Savage did buy and procure a conveyance from the heirs of Russell Parsons (except the heirs of the wife of this [illegible] Respondent) to the said land sometime about the year 1861 but this

respondent utterly denies that the said Savage in said purchase acted in any manner whatsoever for ~~&~~ on behalf of this defendant or in any way in collusion with him, but on the contrary he avers the truth to be that he acted contrary to the wishes of this respondent in said purchase and that this respondent used all his endeavors by letters and dispatches, to prevent the said heirs from selling the same to said Savage. He utterly denies the charge that said land was so bought for the purpose of defrauding the creditors of this respondent or that the same is held or ever was held by any one in trust or otherwise for this respondent or for his use,

He further avers the fact to be that if said Savage bought said title as he is charged, he did so voluntarily, with his own money and holds the same for his own use, benefit & behoof without any trust or reservation for the benefit of this respondent;

Further answering he admits that about the time charged in said bill of complaint, he did make, execute and deliver to said Savage a Chattel Mortgage for the property as in said bill stated; but he utterly denies that it was really done to defraud his creditors or to delay or hinder his creditors but that the sole ~~&~~ and only object had in view were first to

to secure the said Savage a large sum of money then due the said Savage for money advanced by him for the benefit of this respondent, for professional services and for other matters which he does not now remember and the amount of which was not then certainly known or ascertained by settlement And also for the purpose of preventing the Complainant who then had other judgments against him, from levying on & selling at a ruinous sacrifice, the said property so mortgaged; that from his prior knowledge of the Complainant he was satisfied that the Complainant was pursuing him with his Executions with remorseless vigor, determined to sell and sacrifice all the property of this Defendant and leave him without the means of supporting a large family of helpless children; that said Mortgage was so Executed with the further view of disposing of the same as this respondent could at fair prices and applying the same to the payment of his honest debts & for no other purpose whatsoever.

He further answers and says that notwithstanding said Mortage, all said property was levied on and sold by said Complainant on Executions issued on judgments in his favor rendered prior to the judgments described in said Bill, & that not any of said property remains or were ever in the hands of said Savage or the proceeds thereof.

He utterly denies that said Savage has secreted the same or sold the same or that he has been

colluding with this respondent to defraud said Complainant

He further answers & admits that said Savage obtained a judgment against him in the Circuit Court of Warren County in the year 1860 at the Spring Term for about $750.00 & costs upon a promissory note executed by this respondent to said Savage but he denies that said note was without consideration, on the contrary he avers the fact to be that said note was given for a good & valuable consideration in money advanced & professional service &c rendered by said Savage to this respondent; that the judgment last stated is the only judgment said Savage has against this respondent and he denies that it was rendered or confessed for defrauding the Complainant or any other person

Your Respondent further says that he would be glad to pay & satisfy said Complainants judgment, but so it is, the said Complainant has by means of several judgments & Executions against him, Executed and sold all his real and personal estate at a great and ruinous sacrifice and stripped him of everything so that he is totally unable to pay anything thereon.

This respondent further answering says that he has already stated as fully as he can the title & Manner in which he holds said land, he cannot state how or by what title the said Savage holds the same further

thin he has stated nor shew, of whom & for what price he bought the same further than as already stated nor, of any other fact connected therewith, because he does not know,

Further answering he says that there never was any contract verbal or written between him & the said Savage in regard to said lands of any nature or kind. Further than that after said Savage had obtained a tax title in 1860 he believes, he took a written lease thereof from said Savage, but how it was, how long it was to run, its terms or conditions he cannot now say because he does not remember & the same is not in his possession power or control.

He admits that he left said premises & while he was so gone said Savage took the possession of said premises & still holds the same,

He further answers & says that the heirs of said Persons of whom the said Savage bought said lands as he is informed ~~and~~ live in & about Ontario County in the State of New York.

He further admits that he did transfer to said Savage a horse or mare as charged; but it was credited on said judgment so recovered by said Savage against him. He denies that he transferred any other property to said Savage than as hereinbefore stated

And now having fully answered all the allegations in said Bill, he prays that he may be hence dismissed with his reasonable costs & charges in

this behalf most wrongfully sustained

Robert Fletcher

"Filed Mch 25th 1863

Wm Lafferty Clerk"

State of Illinois County of Warren ss

Circuit Court to March Term 1863

George W. Savage & Robert Fletcher
ads In Chancery
Robert Cameron Complt } The separate answer of said respondent George W. Savage, to the Bill of Complaint filed herein against him and the said Fletcher by the said Robert Cameron Complainant or to so much of said Bill as he is advised it is material for him to answer and in answer thereunto the said respondent says that he is informed & believes it to be true that the complainant obtained the judgment in said Bill described for the amount, at the time & against said Fletcher as stated; that execution issued thereon as charged and was returned as charged and that the said judgment remains unsatisfied

Further answering he says that he does not know that the said Fletcher has property or choses in action of any kind either in his own possession or in the possession of any person or persons liable to Execution or any real Estate or Chattels real in his own name or

29 in the name of any other person or persons for his use, benefit or otherwise, but supposes the fact to be that nearly all the property, real personal or mixed of which the said Fletcher was the owner, was long since seized and sold under executions issued under judgments in favor of the said Complainant, prior to the rendition of the judgment in said Bill stated.

Further answering this respondent denies that the said Fletcher was in the possession of the said South East quarter of Section One in Township Nine North Range Two West in Warren County, Illinois, for more than ten years, but on the contrary avers the fact to be that he was in possession of the same not more than Seven or Eight Years. He utterly denies that the said Fletcher had been or was ~~not~~ the owner thereof either legally or equitably & if he ever claimed to be the owner legally or equitably, such claim was false & unfounded, but on the contrary he alledges the fact to be that he the said Fletcher was only a tenant at will and never had any further right or interest therein than as here in and hereafter stated.

In answer to the charge in said Bill that the legal title to the said land was in one Russell Persons or some other person who was a relation of said Fletcher and that the title was not in said Fletcher because the said Fletcher intended

duely to defraud his creditors & that some time about the year 1861 the said Parsons or his heirs pretended to convey said land to this respondent who was then acting in collusion with said Fletcher for the purpose of defrauding his said Fletcher's creditors & that such conveyance was made for the purpose of defrauding the creditors of said Fletcher & that the same is held by this respondent for & on behalf of said Fletcher & for his use. This respondent says that the legal title to said land was not in Russell Persons or his heirs; but on the contrary that the said Russell Persons in his life time, held only a tax title thereto derived from the Auditor's sale of 1833 for the non-payment of taxes thereon & that the deed from said Auditor to said Persons grantor under said sale was dated in 1838: that said Persons never paid taxes thereon for seven consecutive years after the year 1839; that the wife of the said Fletcher was a daughter of the said Persons and that Fletcher was permitted to occupy said Land without any written lease, contract or grant whatsoever, as his tenant at will; that said Fletcher so occupied, so claimed and in fact had no further or other use occupancy or claim thereto

This respondent further answering says

that the said Fletcher was in the year 1858 & 1859 honestly and justly indebted to him & is yet so honestly & justly indebted to him, in a large amount of money, to wit: between seven & Eight hundred Dollars for moneys advanced, for professional services, interest &c,: that said Fletcher became insolvent & was deprived of a large amount of real and personal ~~property~~ Estate, by said Complainant under executions levied thereon & issued on judgments rendered prior to the one discribed in Complainants bill and that he knows of no way by which the same can be satisfied: but he utterly denies any collusion direct or indirect between this Respondent & said Fletcher by which this Respondent was to hold any real or personal property for the benefit of said Fletcher or to hold any such property or chaus in action for him for the purpose of defrauding any of his creditors or otherwise: that he has nothing in his hands now nor did he ever have any thing in his hands belonging to said Fletcher or in which he had any legal or equitable interest

Further answering he says that at the sale of lands for taxes in the year 1855, this respondent was present: that said tract of land was offered for sale for the non-payment of the taxes due thereon: that at the suggestion of the Clerk who informed him that it belonged to Fletcher

he bought the same and took the certificate in the name of the said Fletcher: that he did so as an act of kindness alone and not under any arrangement with Fletcher or any other person than as stated herein: that he advanced his own money in payment of said certificate supposing that if said Fletcher was the owner (this respondent then having no knowledge on the subject) he would take the certificate and refund to him his money so advanced: that about one year thereafter this respondent advised said Fletcher of said purchase and requested him to take said certificate and refund the amount of money he had paid therefor, to which the said Fletcher replied that he did not own said land and never did and refused to pay your respondent anything therefor: that afterwards he made a like request of said Fletcher, which he again refused stating that the holder of the Patent title to said land lived in Galesburg & that it would do him no good as the patent title holder would oust him any ~~law~~ way.

This respondent then, in order to get his money back or to get a deed under said sale requested the said Fletcher to assign the said certificate to him, which he did, for the sole and only purpose stated. He also answers that at the time he bought said land he did

not know until the said clerk informed him, that said Fletcher lived on said land.

This respondent further answering says that said land was not redumed from said sale; that in 1860 he procured a Sheriffs deed therefor after giving due notice of the same as the Constitution & laws require (a copy of which deed is hereto appended marked A and made a part of this his answer) He utterly denies that said Fletcher had any knowledge of his said purchase or in any way afterwards assented to it; but on the contrary always utterly refused to refund the said Money or to have anything to do with said certificate.

Answering further he says that some years ago (how long he does not know) the said Russell Parsons died leaving sit heirs at Law to whom the said tax title & others discended; that whatever title said Russell held, after his decease was in his heirs; that sometime in the year 1861 your respondent purchased the interest of all of said heirs in said land except the wife of said Fletcher (who before them had departed this life leaving several Children) & in some Eleven other lots of land in the West, held by similar titles and not regarded by them as valuable. for the sum of Three Hundred Dollars that he paid his own Money therefor and he utterly denies that he

bought the same at Fletchers request, for him or in collusion with him for the purpose of defrauding, delaying or hindering the creditors of said Fletcher or that there is or was any understanding express or implied between him and said Fletcher or any one for him that the same or any part thereof was so bought or to be held in any manner for the benefit in whole or in part for said Fletcher or for any other person or persons than himself. On the contrary he charges the truth to be that said Fletcher endeavored by letter and dispatch, to prevent the said heirs from selling the same to your respondent. Further answering he says that he obtained deeds of conveyance from said heirs (a copy of which are hereunto attached Marked Exhibit B)

Further answering this respondent says that when he obtained the tax deed to said land as hereinbefore stated, one L. B. Scroggs of Galesburg Illinois held the patent title to said land and was threatening to bring an action of Ejectment against said Fletcher who was then in possession of said land to recover the possession thereof; that this respondent was anxious to get the possession himself under his tax deed, so that he could better defend said threatened suit or make some more favorable compromise thereof; that he went to said Fletcher and told him

that he would be ejected in all probability from said premises by the holder of the patent title, as he had no title under which he could defend, to to which said Fletcher assented and thereupon proposed & agreed with this respondent to take a lease from him and become his tenant, so that this respondent could better defend or compromise; that said Fletcher thereupon become his tenant & took a written lease from this respondent for one year which said lease is not now in his possession, power or control & cannot give a copy thereof

This respondent further answering says that after he had taken such lease and obtained the possession of said land, he compromised the threatened Ejectment suit and purchased the title held by said Scroggs, being the patent title derived from the Government of the U.S. to the Patentee & from him through mesne conveyances to this respondent (the deed to this respondent is copied & marked Exhibit D. & made a part hereof. the other mesne conveyances he has not in his possession & cannot give copies) So that now this respondent holds to said land the top title of 1860 Sale of 1855. the title derived from the said Persons heirs and the Patent title

Your respondent further answering says that he paid the consideration of the purchase of said Patent title out of his own monies and that he bought the same for his own use, benefit & behoof

and not otherwise; that he bought the same at his own solicitation & not at the solicitation of said Fletcher or of any person for him. That he bought the same without reservation, secret trust, trust or otherwise, but for his own sole & exclusive use

He further says and avers the fact to be that he expected to sell the same to some person or persons who might be disposed to buy and that when the deed (Exhibit D.) was made he suggested that the consideration in the deed be named six hundred dollars, instead of two hundred ~~dollars~~ the actual consideration paid to which the grantor assented. He avers that that was done solely and only to enable this respondent to sell the same to a better advantage and nearer its true value

Your respondent further answering denies that in any of the transactions herein stated, he was acting in any manner with said Fletcher or any one for him, to delay, defraud or hinder any of the creditors of said Fletcher; but on the contrary he asserts the fact to be that every purchase of title to said land so made by this respondent, was made in direct opposition to the wishes of the said Fletcher and that instead of acting in collusion with him, he acted in opposition to him & his wishes, so far as he knew. & this further denies that the said land or any part thereof is held in trust for the use of said Fletcher.

Your respondent further answering says that the said land in law and Equity is his: that he has the possession thereof & has had since the said lease was executed: that he has the legal and Equitable title thereof, without liens, reservations, trusts or contingencies and bought the same in good faith in fact and law & Equity.

Further answering he says that during the year 1859 or 60 the said Fletcher did Execute to him a chattel Mortgage of all his personal property consisting of the property in said Bill described, to secure an indebtedness due from said Fletcher to this respondent. But this respondent avers the fact to be that he never had possession of any of said Mortgaged property and never held, sold or disposed of any of it; that he never secreted or caused the same to be done nor any part thereof; never had the proceeds thereof nor any part for his own use or otherwise: but on the contrary he avers the fact to be that he never had the possession of any of said property under said Chattel Mortgage nor did he ever receive any of the proceeds of the same, but that the possession thereof remained with said Fletcher and that at the time said Mortgage was given, the said Complainant or some other creditor of said Fletcher, had executions on some judgments against said Fletcher, then in the hands of the Sheriff of Warren County, or in the hands of the

United States Marshall for this District which was a lein thereon prior to said Chattel Mortgage and under & by virtue of which the said property was levied on & sold to satisfy the same, so that this respondent never received the possession of said property, nor one cent of the proceeds thereof.

Further answering this respondent says that when said Mortgage was executed to him, it was done at said Fletchers request; that said Fletcher was then owing to this respondent a large sum of money as hereinbefore stated; but at the time no settlement had been made between them and neither this respondent or said Fletcher knew the amount then due to this respondent; that said Mortgage was given to secure the sum of twelve hundred dollars, which they supposed might be about the amount due; but this respondent admits that afterwards when they came to settle, they found but about seven hundred and fifty dollars due this respondent; that upon said settlement the said Fletcher executed to your respondent his note for said amount last stated and said Mortgage & note were surrendered to said Fletcher. He further avers the fact to be that said note was not given for money loaned & advanced for hay sold by the said Fletcher belonging to this respondent

& for professional services & interest: but as to the amount of each particular he cannot certainly answer but he believes that he advanced about $450. in cash for the use & benefit of said Fletcher: that the hay so sold amounted to about $180.00/100 & that the remainder was for professional services & interest on the money so advanced.

He denies that he has been colluding & conspiring at any time with said Fletcher in order to defraud said complainant or any other creditor and he utterly denies that he has any judgment against said Fletcher except the one obtained at the Spring term of this Court 1860 and avers that that judgment was obtained upon the note executed as aforesaid upon final settlement between this respondent & said Fletcher & he further alleges that said judgment was obtained at said term by the consent of A.G. Kirkpatrick then & now acting as the Attorney of the said Complainant

He further avers that the said judgment was obtained upon a good & bona fide note with a good & sufficient consideration in Law & Equity & was not in any manner tainted with fraud either against said Complainant or against any other creditor of said Fletcher

Further answering he says that no consideration was given by this respondent to said Fletcher

to induce him to become the tenant of this respondent further than as herein stated.

He further says that the parties from whom he purchased the title derived from the Auditors Sale of 1833 reside in the County of Ontario State of New York & that they are brothers & sisters of said Fletcher's wife (now deceased) but in no other manner are they connected with said Fletcher. Further answering he admits that said Fletcher did transfer to him a horse or mare, but no other property, that said mare was worth about $100. but that he credited the said Fletcher on his said judgment at the Spring Term 1860 against said Fletcher in the sum of One Hundred and twenty five dollars therefor & that said Fletcher never transferred any other property to this respondent further than herein stated.

And now having fully answered all the allegations in Complainants Bill to be answered by him, he prays that he may be hence dismissed with his reasonable costs & charges in this behalf most wrongfully & unjustly by him sustained &c

George W. Savage

By Burroughs, Strain & Thompson

Sols for Defts

(A)

Know all men by these presents That whereas at the May Term 1855 of the County ~~Court~~ Court of Warren County a Judgt was obtained in said Court in favor of the State of Illinois against the following discribed tract of land Situated in the said County of Warren & State of Illinois 160 acres South East qr of section One (1) in Township nine North of Range two West of the fourth Principal Meridian in Warren County & State of Ills for the sum of Eleven Dollars & eleven cts being the amount of Tax interest & costs assessed upon said tract of land for the Year 1854 And whereas on the 14th day of May 1855 Jas W Butler Treasurer of the County aforesaid by virtue of precept issued out of the County Court of the County aforesaid dated the 12th day of May A.D 1855 and to the Treasurer of said County directed did expose to public sale at the door of the Court House in the County aforesaid in conformity with all the requisitions of the Statutes in such cases made & provided the tract of land above described for the satisfaction of the Judgt so rendered as aforesaid, and whereas at the time & place aforesaid Robert Fletcher of the County of Warren and State of Ills. having offered to pay the aforesaid sum of

Eleven Dollars & eleven cents for the tract of land above described which was the last quantity bid for the said tract of land was stricken off to him at the price and whereas Robert Fletcher on the 1st Day of January A.D 1857 did assign all his right title & interest to said Certificate of Purchase unto George W. Savage Now therefore I Seth Smith Sheriff of Warren County for & in Consideration of the said Sum of Eleven Dollars & eleven cents to the Treasurer of said County as aforesaid in hand paid by the said Robert Fletcher at the time of the of the aforesaid Sale and by virtue of the Statutes in such cases made & provided have granted, bargained & Sold and by these presents grant, bargain & Sell unto the said George W. Savage his heirs and assigns the above described tract of land this viz: 160 acres South East qr of section One in Township Nine North of Range two West of the 4th principal Meridian in Warren County & State aforesaid, To have & to hold unto him the said George W. Savage his heirs & assigns forever subject however to all the rights of Redemption provided by law.

In Witness whereof I. Seth Smith Sheriff as aforesaid by virtue of the authority

aforesaid have hereunto subscribed my name & affixed my seal this 17th day of January ad 1860

Seth Smith Sheriff of Warren County Ills.

State of Illinois
Warren County } I certify that on the 25th day of January in the year of our Lord one thousand Eight hundred & Sixty personally appeared before me Wm Lafferty Clerk of the Circuit of said County aforesaid Seth Smith Sheriff of the County of Warren who is personally known to me the said Clerk to be the identical person whose name is subscribed to the foregoing deed as having Executed the same and acknowledged that he executed said deed for use and purpose therein mentioned

In testimony thereof I have hereunto subscribed my name & affixed the seal of said Court the Day above written

Seal

Wm Lafferty Clerk

B

This indenture made this 17th day of April in the year of Our Lord one thousand Eight hundred & Sixty one between George N. Short and Sarah his wife Marcus Persons & Sally and his wife of the Town of Ulandaster County of Ontario State of New York of the 1st part & George W Savage of Warren County of the State of Ills. of the second part Witnesseth that the said party of the first

part in consideration of the sum of One hundred & eighty dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged hath bargained sold remised & Quit Claimed and by these presents do bargain sell remise and Quit claim unto the said party of the second part and to his heirs and assigns forever all those several lots or parcels of land situated in the State of Illinois and described as gr Sections of Land by certain numbers and figures on the section maps of said State of Ills there being twelve gr Sections & to contain 160 acres each & are described according to the ____ as being in the Military Bounty tract and designated as follows to wit: S W of 9. 14 N. 6 E. N W. of 18. 11 N. 4 E S W. of 9 14 N. 6 E. S W of 4. 7 N 1 W. S W of 1. 5 S. 3 W. N E of 8. 4 N. 2 W. S W 21. 15 N. 7 E. S E 26. 7 N 2 W. N E of 22. 15. 2 W. S E 9. 9 N 2 W. N E 19. 12 N. 8 E. N E of 11. 13. 6 W. said twelve tracts of land formerly belonging to Russell Persons now deceased and the said Sarah Short and Marcus Persons being heirs at law & next of kin to said Russell Persons & hereby convey by Quit Claim all their interest to said above tracts of Land and the said Geo. N. Short & wife & Marcus Persons & wife also convey the

Sixth or Share in said described Lands it being the right & interest conveyed together jointly by Esther M. Edson one of the heirs of Russell Persons aforesaid deceased Hiram Edson her husband by Quit Claim Deed bearing date May 15, 1849. Together with all and singular the hereditaments and appurtenances thereunto belonging or in any way appertaining and the reversions and remainders rents issues & profits thereof and all the Estate right title interest claim and demand whatsoever of the said party of the first part either in Law or Equity of in and to the above bargained premises with the said hereditaments and appurtenances, To have and to hold the said twelve quarter Sections or their interest as heirs to Russell Persons to the said party of the second part his heirs & assigns to the sole and only proper benefit and behoof of the said party of the second part his heirs and assigns forever

In witness whereof the party of the first part hath hereunto set their hands & Seals the day & year first above written

Geo N. Short (Seal)
Sarah Short (Seal)
Marcus Persons (Seal)
Sally Ann Person (Seal)

State of New York }
Ontario County } ss On this 19th day of April in the year one thousand eight hundred and sixty one before the Subscriber personally appeared George W. Short and Sarah his wife to me known to be the same persons described in and who executed the within instrument and acknowledged that they executed the same and the said Sarah Short on a private examination separate and apart from her said husband acknowledged that she executed the same freely without any compulsion of her said husband

Marcus Persons
Notary Public in & for
Said County

State of New York }
Ontario County } ss On this 19th day of April in the year of our Lord Eighteen hundred & Sixty one before me the subscriber personally appeared Marcus Persons and Sally Ann Persons his wife to me known to be the same persons described in and who executed the within instrument who severally acknowledged that they executed the same And the said Sally Ann Persons on a private examination by me apart from her said husband acknowledged that she executed the same freely & without any fear or compulsion of her said husband

Hiram Rockefeller

Justice of the Peace in and
for said County

State of New York }
Ontario County } ss.
Clerks Office } I, Elnathan W. Simmons
Clerk of said County and also
Clerk of all Courts of Records thereof do hereby
certify that Hiram Rockefeller whose name
is subscribed to the certificate of the proof
acknowledgement of the annexed instrument
was at the date of said certificate, a justice
of the Peace and in & for said County and duly
authorized to take the same, that I am well
acquainted with his handwriting and verily
believe the signature to the said certificate
of proof or acknowledgment to be genuine
And I further certify that said instrument
is executed & proved or acknowledged accord
ing to the Laws of this State.

In witness whereof I have hereunto set
my hand & affixed the seal of said
County and said County this 30th day
of August AD 1861

E W. Simmons Clerk

State of New York }
Ontario County } I Elnathan W Simmons
County Clerks Office } Clerk of said County and also
Clerk of all Courts of Records
thereof do hereby certify that Chas E. Emery

whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument was at the date of said certificate a Notary Public in & for said County and duly authorized to take the same that I am well acquainted with his handwriting and verily believe the signature to the said certificate of Proof or acknowledgment to be genuine and I further certify that said instrument is Executed and proved or acknowledged according to the laws of this State.

In witness whereof I have hereunto set my hand and affixed the seal of said County and said Court this 30th day of August AD 1861 E W. Simmons Clerk

State of New York
Ontario County } ss. I Elnathan W.
Clerks Office } Simmons Clerk of said County also Clerk of all Courts of Record thereof do certify that Walter Monks whose name name this subscribed to the certificate of the proof or acknowledgment of the annexed instrument was at the date of said certificate a Justice of the Peace in & for said County and duly authorized to take the same that I am well acquainted with his handwriting and verily believe ~~this~~

the signature to the certificate of proof or acknowledgement to be genuine and I further certify that said instrument is executed and proved or acknowledged according to the laws of this State

In witness whereof I have hereunto set my hand & affixed the seal of said County and said Court this 30th day of August AD 1861 E. W. Simmons Clerk

All of said Deed are all duly recorded in the records office in this County to-wit the County of Warren & State of Ills together with all the certificate X 11

D

This indenture made the 13th day of March in the year of Our Lord One thousand Eight Hundred & Sixty one between Joseph B Scroggs & Lizzie is wife of Galesburg Illinois of the first part and George W. Savage of Warren County & State of Illinois of the second part witnesseth that party of the first part in consideration of the sum of Six Hundred dollars lawful Money of the United States of America to them in hand paid by the party of the second part the receipt is hereby acknowledged hath remised released conveyed and Quit claimed & by these presents do remise release convey & Quit claim unto the said party of the second part and to his

heirs and assigns forever all the estate right title interest claim and demand which the said party of the first part have in & to a certain tract or parcel of land situate lying & being in the County of Warren and State of Ills known & described as follows viz the South East qr of Section One in Township Nine North of Range two West of the 4th principal Meridian together with all and singular the hereditaments, rights, privileges and appurtenances thereunto belonging or anywise appertaining, To have & to hold the said premises as above described unto the said party of the second part his heirs & assigns forever

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

Joseph C. Scroggs (Seal)
Lizzie Scroggs (Seal)

State of Illinois
County of Knox } ss.
City of Galesburg

I Josiah Grant Notary Public for said City in & for said County & for the State aforesaid do hereby certify that Joseph C. Scroggs & Lizzie Scroggs his wife who are personally known to me as the same persons whose names are subscribed to the above instrument

as having executed the same appeared before me this day in person & acknowledged that they signed sealed & delivered the said instrument of writing as their free and voluntary act for the use & purposes therein set forth: and Elizia Scroggs wife of said Joseph E Scroggs having been by me made acquainted with the contents of said deed and being by me examined seperate & apart from her said husband, acknowledged that she had executed the same and had relinquished her dower to the premises therein conveyed voluntarily freely and without compulsion of her said husband and do not wish to retract

Given under my hand & Notarial seal this 13th day of March in the year of Our Lord One thousand Eight hundred and Sixty one

Josias Grant, Notary Public
Galesburg Illinois

Copy of deed from
Russell & Margaret Persons his wife }
& Enos C. & Ruth Persons his wife }

This indenture made this eighteenth day of April in the Year of Our Lord one thousand Eight hundred and Sixty one between Russell Persons and Margaret his wife of Hopewell Ontario County New York and Enos C. Sheldon of Canandaigua in said County and Ruth his wife of the first part and George W. Savage of Warren County in the State of Illinois of the second

part. Witnesseth that the said party of the first part in consideration of the sum of three hundred Dollars to them in hand paid by the party of the second part the receipt where of is hereby confessed & acknowledged, have bargained sold remised and Quit claimed and by these presents do Bargain sell remise and Quit claim unto the said party of the second part and to his heirs and assigns forever all that certain tract or parcel of Land to wit: Twelve quarter sections of One hundred and Sixty acres each be the same more or less, lying and being in that part of the State of Illinois known as the Military Tract and discribed in the survey of said tract as follows,

160 acres NE¼ of 22 18. 2 W. 160 acres S½ of 1. 53. 3 W
160 " SE¼ of 11. 18. 6 W. 160 " S½ of 17. 7 N. 1 W
160 " NE¼ of 8 4 N. 2 W. 160 " SE of 26. 7 N. 2 W
160 " SE¼ of 1. 9 N. 2 W. 160 " N½ of 19. 14 N. 6 E
160 " S½ of 9. 14 N. 6 E. 160 " S½ of 21. 15 N. 7 E
160 " NE of 19. 12 N. 8 E and 160 " N½ of 8. 11 N. 4 E

being the same premises conveyed by Jesse Townsend and wife to Theophilus Williams by deed dated 6th of June 1833 and by the said Williams conveyed to Russell Parsons late of Manchester Ontario County New York deceased and it is hereby intended to convey the interest of Russell Parsons and Ruth Sheldon parties of the first part in the said premises

as heir at law of the said Deceased Together with all and Singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest claim and demand whatsoever of the said party of the first part either in Law or Equity of in and to the above bargained premises with the said hereditaments and appurtenances. To have and to hold the said premises and every part thereof to the said party of the second part his heirs & assigns to the sole and only proper benefit and behoof of the said party of the second part his heirs & assigns forever.

In testimony Whereof the parties of the first part have hereunto set their hands and Seals the day and year above written

Russell Persons [Seal]
Margaret A Persons [Seal]
Enos B. Sheldon [Seal]
Ruth Sheldon [Seal]

State of New York }
Ontario County } ss: On this Eighteenth day of April in the Year One thousand eight hundred and Sixty one before me the subscriber personally appeared Enos B Sheldon and Ruth Sheldon his wife to me

known to be the same persons described in and who executed the within instrumnt and acknowledged severally that they executed the same and the said wife Ruth Sheldon on a private examination by me apart from her said husband acknowledged that she executed the same freely and without any fear or compulsion of her said husband.

Chas E. Emery
Notary Public

State of New York }
Ontario County } ss. On the Eighteenth day of April in the Year One thousand Eight hundred and Sixty one before me the Subscriber personally appeared Russell Persons and Margaret A Persons his wife to me known to be the same persons described in and who executed the within instrument who severally acknowledged that they executed the same And the said wife Margaret A Persons on a private examination by me apart from her said husband acknowledged that she executed the same freely and without any fear or compulsion of ~~her~~ said husband

Walter Markes
Justice of the Peace in & for
Ontario County

"Filed Mch 25th 1863
Wm Lafferty Clerk"

State of Illinois } Circuit Court
Warren County } March Term AD 1863

Robert Cameron
vs
Robert Fletcher &
George W. Savage } In Chancery

This Replication of Robert Cameron Complainant to the answer of Robert Fletcher defendant

This Replicant saving and reserving unto himself all and all manner of advantage of Exception to the manifold insufficiencies of said answer for replication thereunto saith that he will aver and prove his said bill to be true certain & sufficient in the law to be answered unto and that the said answer of the said defendant is uncertain untrue and insufficient to be replied unto by this replicant Without this that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto confessed or avoided traversed, or denied is true All which matters and things this Replicant is and will be ready to aver and prove as this honorable Court shall direct and humbly prays as in and by his said bill he hath already prayed

Robert Cameron
by A.G. Kirkpatrick P. Sol.

Filed March 27 " 1863
Wm Lafferty Clk

56

State of Illinois } Warren Circuit Court
Warren County } March Term AD 1863

Robert Cameron
vs
Robert Fletcher &
George W Savage } In Chancery

The Replication of Robert Cameron Complainant to the answer of George W Savage one of the Defendants in above entitled cause. This Repliant saving and reserving unto himself all and all manner of advantage of Exception to the manifold insufficiencies of said answer for Replication thereunto saith that he will aver and prove his said bill to be true certain and sufficient in the law to be answered unto and that said answer of said Defendant is uncertain untrue and insufficient to be replied unto by this repliant. Without this that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto confessed or avoided traversed or denied is true all which Matters and things this Repliant is and will be ready to aver and prove as this honorable Court shall direct and humbly prays as in and by his said bill he hath already prayed. Robert Cameron
by A. G. Kirkpatrick Sr. P. Sol.

"Filed March 27th 1863 W. Lafferty Clk"

State of Illinois } Warren Circuit Court
Warren County } October Term ad 1863

Robert Cameron
vs
George W Savage &
Robert Hitchin } In Chancery

To said defendants and their attorneys, Take notice that I will proceed & take the deposition of Joseph C Scroggs John C Stewart & others residents of Knox County Illinois before W D Cooke a Justice of the Peace in & for Knox County & State of Illinois or some other officer authorized by Law to take the same at the office of George C. Sanderson attorney at Law in the City of Galesburg in said County of Knox on the 24th day of September ad 1863 at the hour of 10 o.c. A.M. & be adjourned or continued until said depositions can be taken and completed when & where you can cross examine if you choose

Sept 5th 1863

Robert Cameron
by A.S. Kirkpatrick Sol

We acknowledge the receipt of a copy of the foregoing notice this 5th day of Sept 1863

Strain & Kidder
Sols for Defts

58

Robert Cameron
vs
George W Savage &
Robert Fletcher

Warren County Circuit Court

In Chancery

Depositions of John C. Stewart of Galesburg County of Knox & State of Illinois a witness aged about 41 years produced sworn and examined in a certain cause now depending in the Warren County Circuit Court wherein Robert Cameron is Plaintiff and George W. Savage and Robert Fletcher are Defendants on the part and behalf of the said Plaintiff under & by virtue of the attached Notice

And the said Witness John C Stewart having been by me Asa A. Matteson a Notary Public in & for the city of Galesburg County of Knox & State of Illinois first cautioned & sworn to testify the truth the whole truth & nothing but the truth in the Matter above named, testified as follows -

Int 1 What is your name - age - Residence & occupation

Ans. My name is John C. Stewart - My age is forty one - I reside at Galesburg Ills - am claim agent

Int 2 Are you acquainted with the Defendants to this suit if yea, how long have you been acquainted with them

Ans. I am. I have known Fletcher about six years. and have known Geo W. Savage about two years & a half

Int 3 Were you or not in the year 1857 & since that time engaged in connection with others in the business of buying & selling land; if yea state with whom you were connected in such business

Ans. I was. With David J Mowrer, Joseph L. Scroggs & others

Int 4. Did you at any time claim to own South East Quarter of Section One (1) in Township Nine (9) North of Range two (2) West in Warren County Illinois? if yea State whether or not at any time in the year 1857. You sold the same? to whom? at what price?

Ans. Stewart Mowrer & Scroggs owned the Patent title to said land - the title stood in J. L. Scroggs as a matter of convenience - in the year 1857 - On or about May 12/1857 they sold to Robert Fletcher by an article of agreement or bond for a Deed; the consideration was to be seven hundred dollars.

Int 5. Where was that sale made & who was in possession of the land at that time How much of that Consideration was paid by Fletcher.

Ans. I think the contract was made at his own house on said land, Fletcher was residing on the land - we received a carriage of him

for which we allowed him a credit of two hundred dollars

Int 6. Was there anything said by you or Fletcher at the time of making said Contract with Fletcher in regard to a Tax title or a Tax Sale? If yea, State all that was said between you with regard to that Matter?

Ans Yes. we told him there was a Tax Sale made in 1855 & unless he purchased our title we should redeem from that Sale he said he did not want that Sale redeemed from - the reasons he did not give - he then agreed to purchase

Int 7 State whether or not said Land was deeded to said Fletcher & whether or not it was not conveyed to Geo. W Savage at some time thereafter

Ans. It was not Deeded to Fletcher, we made him a tender of a deed according to our agreement with him - he refused to comply with his part of the agreement - the tender was made in 1858 On the day of the Douglass & Lincoln debate in Galesburg - when he refused to accept. we served a Summons on him the same day, Got judgment against him on the first payment due of $250 & interest - by default. was unable to collect the judgment. F. C. Scroggs & wife deeded the lands to George W. Savage on or about the 13th day of March 1861. in

consideration of two hundred dollars paid by Savage

Int 8 State whether or not that conveyance was made to said Savage in Galesburg & whether or not said Fletcher was not in Galesburg on the same day & at the same time of such conveyance to Savage –

Ans. The Deed was made in Galesburg – Savage and Fletcher were both in Galesburg at the time Scroggs made the sale to Savage I was not present and knew nothing of the sale until after it was made –

Int 9 Where is Mr Scroggs now?

Ans. He is Clerk or asst paymaster to Maj McAlister in U.S. Army in the Department of Mo. Head Quarters at St Louis.

Int 10 Where did Savage & Fletcher reside at the time of said conveyance to Savage

Ans. Savage resided near Monmouth, Fletcher in Cameron Warren County Ills.

Jno C. Stewart

State of Illinois
Knox County } ss I, Asa A. Matteson a Notary Public in & for the City of Galesburg in said County do certify that the foregoing deposition was taken by me at the time and place mentioned in the annexed notice; that the said Witness was first duly sworn and that after said deposition was

written, it was carefully read to said witness & he thereupon signed the same

Witness my hand and Notarial Seal this 24th day of September AD 1863

(L S) (U S Stamp 5 cts)

Asa A Matteson
Notary Public

Filed Oct. 26th 1863
Wm Lafferty Clk

State of Illinois } Warren Circuit Court
Warren County } October Term AD 1863

Robert Cameron
vs
Robert Fletcher & George W. Savage } In Chancery

To said Defendants & their Attorneys: Take notice that on the 5th day of October AD 1863 at 10 oc. A M. I shall appear before the clerk of said Warren County Circuit Court at his Office in Monmouth for the purpose of suing out a commission to take the deposition of Joseph L Scroggs formerly of Knox Co. Illinois but who is in the Military Service of the United States or connected therewith & when last heard from was Stationed & resided in the State of Missouri as a witness for said Complainant upon the following interrogatories

whn & whre you can file cross interrogatories
if you chase Robert Cameron
Sept 25th 1863 by A.S. Kirkpatrick
his atty.

Interrogatories to be propounded to
said Joseph C. Scroggs on the part of the
Complainant

1 What is your name age residence &
occupation & whre did you reside from the
year 1857 to 1861 inclusive

2 Are you or not acquainted with the Defend-
-ants to this Suit? if aye, how long have you
been acquainted with them?

3 Did you or not at any time sell to Robert
Fletcher the SE qr of Sec. 1. in Township 9
North of Range 2 West in Warren County
Illinois? If yea, State whn & whre such
sale took place the price & terms of each
sale how much was paid by said Fletch
-er & whether or not you conveyed the land
to Fletcher.

4 Did you or not at any time convey said
Land to George W. Savage? if yea, State whn
& whre such conveyance was made? & if
made in Galesburg, State whether said
Fletcher was in Galesburg on the same day
& at the same time of the conveyance to said

Savage

5 State fully all that said Savage said to you on said day of said conveyance to him by you both before & at the time of said conveyance & all that you said to him.

6 Did said Savage or did he ~~did~~ not at the time of said Sale or at some time before that time State to you that the conveyance of said land was being made to him for the purpose of protecting said land from the creditors of said Robert Fletcher & keeping the same for the benefit of said Fletcher's wife & children or words to that effect, or words which in substance gave you to understand that such was the reason of the conveyance to said Savage? If yea or nay State precisely what said Savage did say in regard to this matter

We acknowledge the receipt of a copy of the foregoing notice & interrogatories this 25th Day of Sept AD 1863

Strain & Kidder

Sols for Defendant

Geo. W. Savage.

"Filed Sept 26th 1863 Wm Lafferty Clk"

Cross interrogatories to be propounded to said Witness

Joseph L Scroggs on the part of said Defendants
George W. Savage.

Cross Int 1st Did or did not said George W Savage at the time he purchased said land South East quarter 1. 9 N. 2 W. And at the time of the conversation of which you are interrogated by direct Examination State to you as a reason for buying your title to the said land that he (Savage) owned the tax title he wished to buy your patent title and avoid a lawsuit and also protect his title thereto, also State if you had or had not caused a Notice of the Commencement of a suit against said land previous to said Savage buying your said title.

2 State what amount of money said Savage paid you for your title to said land, whether two hundred dollars was the amount paid, and State why the Sum of Six hundred dollars was the sum or consideration mentioned in the deed of the said land by you given to George W Savage; also State whether or not said George W Savage suggested to you to put in said deed as the consideration thereof the Sum of Six hundred dollars, instead of the sum of two hundred dollars the actual consideration for the purchase the latter to enable him to sell said land - or words to that effect. State what said Savage said - Also State how said Savage paid you for said land. whether by Check on a Bank; if so on what Bank was the check drawn

by whom was it drawn, and whose name was thereto signed

3d. State whether or not William Lafferty was your agent at Monmouth Warren County Illinois to sell said land. also State whether or not at the time said Savage purchased said land of you and at the time of the conversation of which you are interrogated by direct examination said George W Savage did or did not State to you that he had been trying to purchase said land of your agent William Lafferty and State whether or not said Savage did not inform You then and there that one of the reasons, why he could not buy said land of said Wm Lafferty was because of a deficiency of a certain deed in your chain of title from Lucinda Nicks to Amos M. Johnson - State what was said. all that was said - when and where the conversation took place

"Filed Oct 26th 1863 Wm Lafferty Clk"

State of Illinois }
Warren County } ss

The People of the State of Illinois: To J. C. Topping of Saint Louis Missouri as Special Commissioner, Whereas it has been represented to us that Joseph C. Scroggs is a material Witness in a certain cause now depending in our Circuit Court in and for the County of Warren aforesaid between Robert Cameron Complainant and Robert

Fletcher and George W. Savage Defendants; and that the said witness resides in the State of Missouri aforesaid without the State of Illinois and that his personal attendance cannot be procured at the trial of the said Cause; Now Know ye that we, in confidence of your prudence and fidelity, have appointed you Commissioner to examine the said witness, and do therefore authorize and require you to cause the said witness to come before you at such time and place as you may therefor designate and appoint, and diligently to examine the said Witness, on the oath or affirmation of the said witness by you first duly in that behalf administered, and faithfully to take the deposition of the said witness upon all interrogatories indorsed with or attached to these presents; both on the part of the said Plaintiff and of the said Defendant and none others; And the same when thus taken, together with this Commission and the said interrogatories, to certify into our said Circuit Court with the least possible delay.

Witness Wm Lafferty Clerk of said Court, And the seal thereof, at Monmouth in said County this 5th day of October AD 1863

Wm Lafferty Clerk

The Deposition of Joseph L. Scroggs of the County of St Louis and State of Missouri a witness of lawful age produced sworn & Examined upon his corporal oath on the twelfth day of October in the year of Our Lord one thousand Eight hundred & Sixty three at the office of L.L. Topping in the City of St Louis in the County of St Louis and State aforesaid by me L.L. Topping a Commissioner duly appointed by a Dedimus Potestatem or Commission issued out of the Clerks Office of the Circuit Court of Warren County in the State of Illinois. bearing teste in the name of Wm Lafferty Clerk of the said Circuit Court with the seal of said Court affixed thereto, wherein Robert Cameron is Plaintiff & Robert Fletcher & George W Savage are Defendants in behalf of said Plaintiff as well upon the Cross-interrogatories of the Defendants as on the interrogatories of the Plaintiff which were attached to or inclosed with the said Commission and upon none others. The said Joseph L. Scroggs being first duly sworn by me L.L. Topping Commissioner as a witness in the said Cause previous to the Commencement of his examination to testify the truth as well on the part of the Plaintiff as the Defendant in relation to the matters in controversy between the said Plaintiff and defendant so far as he should be interrogated testified

& deposed as follows -

Interrogatory 1st What is your name age residence & occupation & where did you reside from the years 1857 to 1861 inclusive

Answer to 1st Interrogatory. Joseph B Scroggs, thirty three, Galesburg Ills, Clerk Galesburg Ills.

Interrogatory 2nd Are you or not acquainted with the Defendants to this suit; if so how long have you been acquainted with them;

Answer to 2d Interrogatory, I am About six years with Fletcher and 4 years with Savage.

Interrogatory 3d Did you or not at any time sell to Robert Fletcher the SE qr of Sec 1. in Township 9 North of Range 2 West in Warren County Illinois; If you did State where & when such sale took place the price & terms of such sale how much was paid by said Fletcher and whether or not you conveyed the land to Fletcher.

Answer to 3d Interrogatory, I sold to Robert Fletcher S E 1/4 Sec 1. Township 9. North Range 2 West in Warren Co Ills. in 1857. for $700 (Seven hundred) and entered into a contract to convey - but did not make deed - Received a carriage from him at $200 (Two hundred) at the time of the sale, afterwards paid him on his Contract but could not recover - then declared the Contract forfeited - Sale took place in the House of Fletcher on the above discribed land

Interrogatory 4th Did you or not at any time convey said

land to George W Savage? if yes. State where & when said conveyance was made? and if made in Galesburg State whether said Fletcher was in Galesburg on the same day and at the same time of that conveyance to said Savage.

Answer to 4th Interrogatory. On 1861 I sold SE 1/4 Sec 1. Town 9. North Range 2 West to Geo W. Savage for $200. two hundred at my office in Galesburg Ills. after making the sale I was told Mr. Fletcher was in Galesburg to protest against said sale but I did not meet him.

Interrogatory 5th State fully all that said Savage said to you on said day of said conveyance to him by you both before & at the time of such conveyance and all you said to him.

Answer to 5th Interrogatory. To the best of my recollection Mr Savage that he had a log title on said land and wished to pay Patent title to enable him to sell the land. I cannot now remember what I may have said to Savage. I had an idea then that Savage was buying for the benefit of Fletcher, but cannot remember what made me think so

Interrogatory 6th Did said Savage or did he not at the time of said sale or at some time before that time State to you, that the conveyance of said land was being made to him for the purpose of protecting said land from the creditors of said

Robert Fletcher & keeping the same for the benefit of said Fletchers wife and Children or words to that effect. or words which in substance gave you to understand that such was the reason of the conveyance to said Savage: if yes or nay state precisely what said Savage did say in regard to this matter.

Answer to 6th Interrogatory. To the best of my recollection I never had any conversation with Mr Savage about this lands except on the day I conveyed to him.

Cross Interrogatories

Cross Interrog 1. Did or did not Geo. W. Savage at the time he purchased said land South East qr of Sec 1. in Township 9 North of Range 2 West and at the time of the conversation of which you are interrogated by direct examination State to you as a reason for buying your title to the said Land that he (Savage) owned the tax title and wished to buy your patent title and avoid a law suit and also perfect his title thereto. Also State if you had or had not caused a notice of the commencement of a suit against said land previous to said Savage's buying your said title

Answer to 1st Cross Interg. Mr Savage did state to me when he purchased said land that he had a tax title and wished to perfect his title, we served a notice of Ejectment on the occupant of said land. before I conveyed said land to Savage or had

over thought of selling to him.

Cross Inty 2d State what amount of money said Savage paid you for said land, whether $200. was the amt paid and State why the sum of $600. was the price or consideration mentioned in the Deed of said land by you given to Geo. W. Savage, also State whether or not said Geo. W. Savage suggested to you to put in said Deed as the consideration thereof the sum of $600. instead of the sum of $200. the actual consideration for the purpose the better to enable him to sell said land or words to that effect. State what said Savage said also State how said Savage paid you for said land. whether by check on a bank if so on what Bank was the check drawn. by whom was it drawn. and whose name ~~was~~ was true to signed

Answer to 2d Cross Inty. The consideration paid by said Savage for said land was ($200). Two hundred dollars. he asked me to write in the Deed $600. Six hundred dollars as a consideration so that he could sell said land to a better advantage it being a Quit claim Deed. I did not hesitate to do so. Savage paid me by a check or Draft on some firm in Monmouth Ills. but cannot remember the name.

Cross Inty 3d State whether or not Wm Lafferty was your agent at Monmouth Warren Co Illinois to sell

said land. also state whether or not at the time said Savage purchased said land of you and at the time of the conversation of which you are interrogated by direct Examination Said Geo. W. Savage did or did not state to you that he had been trying to purchase said land of your Agent Wm Lafferty and that whether or not said Savage did not inform you then and there that one of the reasons why he could not buy said land of said Wm Lafferty was because of a deficiency of a certain deed in your chain of title from Lucinda Hicks & Amos M Johnson. State what was said, all that was said, when and where the conversation took place

Answer to 6th Cross Inty. I do not remember of Wm Lafferty of Monmouth ever being my agent to sell said land or of any conversation with Mr. Savage about Mr Lafferty in connection with the transaction

Joseph C. Scroggs

I L.C. Topping of the County of St Louis State of Missouri a Commissioner duly appointed to take the Deposition of the said Joseph C. Scroggs a witness, whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the Examination of the said Joseph C. Scroggs as a witness in the said Suit between the said Robert Cameron plaintiff, and the said Robert Fletcher and Jo.

W. Savage Defendants he was duly sworn by me as such Commissioner to testify the truth in relation to the matter in controversy between the said Robert Cameron, Plaintiff and the said Robert Fletcher and Geo. W. Savage defendants, so far as he should be interrogated concerning the same: that the said deposition was taken at my office in the City of Saint Louis in the County of St Louis and State of Missouri on the 12th day of October A D 1863 and that after said deposition was taken by me as aforesaid, the interrogatories and answers thereto as written down, were read over to the said witness; and that thereupon the same was signed and sworn to by deponent Joseph L. Scroggs before me, the oath being administered by me L. C. Tossing Commissioner at the place and on the day and year last aforesaid

L. C. Tossing
Commissioner

Filed Oct 26. 1863
Wm Safferty Clk

State of Illinois } Warren Circuit Court
Warren County } October Term A D 1863

Robert Cameron
vs
Robert Fletcher &
George W. Savage } In Chancery

To said Defendants & their

Attorneys: Take notice that on the 19th day of October AD 1863 at 10. Oc. AM. at the office of A.G. Kirkpatrick Attorney at Law in the City of Monmouth in Warren County Illinois I shall proceed to take the depositions of Jesse Riggs Robert Fletcher, Frances S. Fletcher & others

Said depositions to be taken before A. A Rankin Esq a justice of the Peace for said County or some other officer authorized by law to take the same at said time & place & if not finished on said day to be continued till & Completed, when & where you can & may Examine

A.G. Kirkpatrick
Sol for Complt

Oct 6. 1863

We acknowledge the receipt of the foregoing notice by copy this 7th day of October 1863

Strain & Ridder
Defts Attys

But we protest against the examination of said defendant Robert Fletcher

S & R Defts Attys

State of Illinois }ss
Warren County }

The deposition of Jesse Riggs Draper Babcock, John J. Glenn, David La Riggs Francis J Fletcher, Amon E. Gilbert of the County of Warren and State of Illinois being Witnesses of lawful age, produced sworn and Examined upon their Corporal oaths on the 19th day of October AD 1863 at the Office of A.G.

Kirkpatrick in the City of Monmouth Warren County and State aforesaid by me Nathaniel A Rankin a Justice of the Peace in and for ~~said~~ the County and State aforesaid in pursuance of the notice hereto attached for the examination of the said Jesse Riggs Dozier Babcock, David C Riggs John J. Glenn, Francis J. Fletcher, Amon S. Gilbert witness in a certain suit and matter in controversy now pending and undetermined in the Circuit Court of Warren County State of Illinois wherein Robert Cameron is Complainant and Robert Fletcher and George W. Savage are defendants in Chancery.

Jesse Riggs being first duly sworn testifies as follows in behalf of said Complainant.

Interrogatory First. Are you acquainted with the South East quarter of Section One Township Nine North in range two West in Warren County Illinois? If so how long have you been acquainted with the same, Whether or not you have land adjoining the same?. Objected to

Answer I am acquainted with the land described above, have been for some twenty years or more I have lands adjoining said quarter

Interrogatory Second What is the value of said lands?

Answer I consider said lands worth twenty dollars per acre.

Objected to

Interrogatory Third State whether or not Robert Fletcher ever resided on said land? if yea state when he went on said land and how long he remained in the occupancy of said land or any part thereof Objected to.

Answer He has occupied said land or a portion of it a part of said quarter being timber and part prairie, he cultivated a part and I think exercised ownership over the whole I cant recollect when he went on to said land I think though that he went into possession of said Quarter of land sometime between the years 1850 and 1855 my recollection will not admit of stating a definite date or year but by examining some records that I can give the certain date and left the said land in the year 1860 he then removed to Cameron, in 1860 Savage rented the said land to James Clayton, in Savages lease given to James Clayton the North room in the house on said premises was excepted to store some plunder in. I think he obtained possession of said room until August or September 1861

Interrogatory Fourth. State What acts of ownership Fletcher exercised over said land and what he did when he resided on the same? Objected to

Answer. He cultivated the part that was in cultivation by himself and hands, he cut timber and sold it off of the timbered part.

Interrogatory 5th. State whether or not said Fletcher while he was in possession attended to the adjustment of the boundary lines of said quarter with others whose lands were adjoining the same?

Objected to.

Answer. I cant state any farther than as to the line between Mr Fletcher and myself. there was a rail fence between him and me and he helped to keep it up. there were two division fences between us & he helped to keep both up. being a part of the East side and a part of the North of said qr.

Interrogatory 6th State whether or not when said Fletcher left said land in August or September 1861 he did so peaceably or not?

Objected to

Answer. He left said land first some time in March 1860, came back on to it about March 1st 1861 and remained until August or September 1861 he then left there again, I will state how he left said land from hearsay — I understood that James Clayton put his goods out of the house and took possession of the house, I knew they had a suit about that, the suit was commenced before James Tucker who not being at home it was moved before Esqr Pratt and Judgment was rendered against Fletcher for the costs.

Interrogatory 7th Was there not a suit before David C. Riggs between said Clayton as Plaintiff and Fletcher as Defendant for forcible entry & detainer or forcible detainer, if so State whether you were present or not when that case was determined

Objected to because it is leading

Answer. There was. and I was present.

Interrogatory 8th State whether the determination of said ~~said~~ suit of Forcible Entry and detainer or detainer, before David C. Riggs was determined before or after said Fletcher left said premises? the second time - "Objected to"

Answer. Fletcher's Attorney claimed a nonsuit on the grounds of insufficiency of the notice which was sustained ~~and~~ said suit was before Fletcher left the second time

Interrogatory 9th State whether or not you saw said Fletcher's goods and household furniture at any time after they had been put out of said house, on the said premises if yea. State where they were and when that was. "Objected to"

Answer. I did see the goods, lying in the West Yard of the dwelling House, I think it was some time in the month August or September 1861

Interrogatory 10th Was that before or after said trial before said Riggs? "Objected to"

Answer. It was after.

Interrogatory 11. State whether or not you have ever heard George W. Savage say anything in regard to a certain letter or letters which said Fletcher claimed that he had improperly taken out of the Post Office if yea. State all that was said at the time by said ~~Geo~~ Savage and the person he was talking to, about that matter, and when and where the same took place

"Objected to"

Answer. I have; About the 4th day of March 1861 Mr Fletcher came to me with a letter purporting to have been written by Mr Savage signed by Mr Fletcher, to Marcus Persons of the State of New York, requesting Mr Persons to sell this same tract of land to Mr. Savage, as a friend of his, the whole contents of the letter I do not recollect, Mr Fletcher then told me at the same time that Mr Savage had deceived him, that Mr Savage had written the letter and that he "Fletcher" had signed it, without reading it, and I. advised him not to send that letter, if such were the facts if he did not wish Savage to get a title to the land, I also advised him to write the facts in the case to Persons - the next day he showed me a letter that he had written to Persons, the purport of which was that Savage was an impostor or had aimed to deceive him, and asking said

Persons not to give him a title. In the same
conversation Fletcher spoke of another letter,
which Savage had taken out of the Post Office
in Monmouth directed to Fletcher, which
Fletcher said he could never get to see.
Savage and I had a conversation about
the same letter after that, and Savage said
Fletcher told him, if he ever took any letter
out it was as an attorney for Fletcher which
he had a right to do!

Interrogatory 12th. Were you acquainted with the hand
writing of George ~~H Harding~~ W. Savage at
the time said Fletcher presented said letter
to you purporting to have been written by
George W Savage

"Objected to"

Answer I have seen a great deal of Savage's
writing before and since

Interrogatory 13. Had you ever seen him write before
said time when said Fletcher presented
said letter to you

Answer I had.

Interrogatory 14th State whose handwriting the whole
of that letter was, except the signature?

"Objected to"

Answer I believe it to be Savages I saw Sat-
isfied it was Savage's

Interrogatory 15. State the contents of the same as near as
you remember the same "Objected to"

Answer. I cant State the contents in full, it was a long letter, but the amount of it was. that Savage was Fletchers friends and for him, Persons to duds to Savage, this letter Fletcher told me he never sent

Adjourned till two oclk P M.

Two oclk P M Examination of Jesse Riggs resumed.

Interrogatory 16. Have you now refreshed your memory as to the time said Fletcher first went on said Land if so. State as near as you can the time? "Objected to"

Answer. By a reference to the records I see that he was married 24th March 1850. and to the best of my recollection took possession the same Spring.

Interrogatory 17. What was said letter, so charged with being taken out of the Post Office by Savage written in regard to? "Objected to"

Answer. I do not know.

Interrogatory 18. What did Fletcher say it was written about.

"Objected to"

Answer. Fletcher told me that Mrs. Savage told him that such a letter had been received but, that Savage would not show it

Interrogatory 19. State fully all the conversation you had with said Savage about said letter, all that you said, and all that he said, State it in

the order in which it took place

"Objected to"

Answer. I dont really think I can, in the conversation alluded to above about those letters, I told Savage that Fletcher said he "Savage" had taken his letter out of the Post Office at Monmouth. Mr Savage said it was a lie, that he was Fletchers attorney and if he had ever taken any letter out of the Office it was a business letter which he had a right to take.

Interrogatory 20. Between the time Savage, in said conversation, said it was a lie and his subsequent Statement, that if he had taken any of Fletchers letters out of the Post Office they were business letters and he had a right to take them out because they were business letters and he "Savage" was his Attorney: did you or not say to Savage that there was no use in him denying it that his wife had told Fletcher that he had done so?

"Objected to"

Answer. There was such a conversation between me and Mr Savage. Mr Savage Stated his wife knew nothing about his official business but that his private business she knew something about. I believe this Statement was made after the remark that it was a lie.

Interrogatory 21. How long has Savage resided in this County. "Objected to"

Answer I think I have known him as a resident of this County about 20 years.

Interrog 22. State whether or not you ever saw him at Robert Fletchers residence prior to or in the year 1855? "Objected to"

Answer Not to my recollection.

Interrogatory 23. State whether or not you ever heard said Savage say anything about conveying said land, or any other land to the children of the said Fletcher if yea, State all that he said about that matter?

"Objected to"

Answer There has been several conversations between Fletcher & myself and Savage and myself — I recollect in one conversation he Savage told me he would deed to Mrs Fletcher's heirs, the one half of the South West of Nine Ten Nine North One West, but that he ~~[illegible]~~ would never give anything to that old Curse meaning Fletcher in another conversation after that he told me he had deeded the said land to her heirs, in regard to this quarter on South East of One Nine. two. he told me that if Fletcher had behaved himself like a man, he would have given him a home there, but that he had acted the theif, and he never would give him anything, for it was like throwing it away

Interrogatory 24 State whether or not said Fletcher was

at any time either by himself or tenants in the possession of the South West of Nine ten, Nine, One, and if so. how long was he in possession of the same? "Objected to"

Answer. Mr Fletcher was in possession by tenants but how long I cannot now recollect. he improved it & rented it to Williams & then to Hays, and then to Baker. I do not know who Baker occupied under. I cant say, but I know that Williams & Hays occupied under Fletcher.

25. Did Fletcher claim to own said land when he was improving it and when he had it in possession by tenant or not

"Objected to"

Answer. He did.

26. In the Spring and Summer of 1861 during the season that Fletcher was in possession the South East of One, Nine North, Two West. State whether he cultivated or attempted to cultivate the same or any portion thereof. if yes. State what he did and what other acts of ownership he exercised on said land at said time?

"Objected to"

Answer. He cultivated a small portion of that farm in 1861, there was considerable contention between him and Clayton which should cultivate the said land, they both planted a part of the same ground. He Fletcher occupied the building until August or September. I know of no other

acts of Ownership exercised by him.

Cross Interrogatories by Defendants

Cross Interrogatory 1. Have you or not ever seen Robert Fletcher cut timber on other lands than the South East Quarter of Section One, Nine North, Two West if so. State when and where it was?

"Objected to"

Answer. I have no recollection of ever seeing him cut timber anywhere else.

2. When said Fletcher removed from said lands in the Spring of 1860 did he or not go of his own accord and without compulsion?

Answer. I know of no compulsion.

Cross Int. No. Three. Do you or not know of any parties applying to said Fletcher in the Spring of 1860 to lease said lands of him and did you or not hear any conversation between Robt Fletcher and such parties in regard to the renting said lands and in what capacity he Fletcher was acting, if so. State what said Fletcher said and who were the parties applying to rent said lands? "Objected to" because it is bad in form and substance.

Answer. I did hear an man apply to Fletcher to rent that land early in March 1860. Mr Fletcher said he would rent the place they agreed upon terms, then Mr Fletcher took me to one side, and told me that I had not the right to rent the place

that Mr Savage had the right, but that Mr. Savage would do whatever he said about it and that he would draw up a Skeleton of the Agreement and give it to Mr. James Clayton the party who was applying to rent, and he Clayton could bring it up and Savage would draw up an article, Clayton then wished me to come up with him to see Savage, and in said conversation he told me the reason he had not a right to rent, was that Robert Cameron had a Judgement against him and would take the rent if he rented it himself

Cross Interrogatory 4. Did you or not come to Monmouth with Clayton and others to see Mr. Savage

"Objected to"

Answer. I came up with James Clayton and Orville Kay - & brought the Skeleton, shewed it to Mr. Savage he read the paper and replied that Fletcher had no right to that land and that he never made any such cut throat leases that he would lease it in his own way drew up an article between him and Clayton.

Cross Int 5. State whether or not said Savage did or not then lease said land to said Clayton.

"Objected to"

Answer. He did. - each party taking copy of the lease (that is Savage & Clayton)

Cross Int 6. What record do you refer to in answer to

16th Interrogatory?

Answer. I refer to the County Clerks records of licenses & when they were returned.

Cross Int 7. Did you or not have anything to do in making out said records?

Answer. I did not.

Cross Int 8. Have you ever seen said records & licence referred to before to-day?

Answer. I have not.

Cross Int 9. State is not your knowledge of the time of the said Marriage and the time of said Fletcher's taking possession of said lands derived from the date of said record alone?

Answer. The time of said Marriage is derived from the record alone, and the time of his taking possession of said lands is derived from the time of Marriage.

Cross Int 10 State if you know how said Fletcher got into possession in the Spring of 1861 of the said South East of One. Nine. two?

Answer. I dont know anything about that except what Mr Fletcher told me.

Int 11. What did Fletcher say? about taking possession of said lands and when was it the conversation took place. State all that was said.

Answer. It was on or about the first day of March 1861 he was passing through my lot, he told me he was going to take possession of the South.

West qr. of Section, Nine, one. Leaving them his household goods with him, On the Sunday following I went down to Claytons on South East Q. One. Nine. two. Mr Fletcher was there with his goods and told me got disappointed in getting possession of the first piece of land discribed above, they Kicked him out of doors. And that he had come there to Claytons to stay a day or two until he could find some place to go to - I asked him why he did not go back to Cameron, he replied that he had leased his property in Cameron and did not know what to do, that he was going to see Mr. Jackson. that he had understood he had rented the place where he then was of Savage and he wished to get the place of him

Cross Int 12. Who was then in possession of South West of Section, Nine North One West at that time or who did Fletcher say was in possession of it and who Kicked him out?

"Objected to"

Answer. Alonzo Baker was said to be in possession and he Baker Kicked him out -

Int by 13 What tenant did he say Baker was?

"Objected to"

Answer. I dont recollect how he "said Baker" came into possession or whether he told me in this conversation, or not, but in some conversation he told me that he (Fletcher) leased to Hays and

that Hays betrayed him and leased to Baker for Cameron

Cross Int 14. State if you know what improvement said Fletcher had made on the South West of Nineteen Nine North, One West, and where he got the timber to make the same and when the improvement was made

Answer The whole quarter was in Cultivation, there was a small house on it, he got a portion of the timber off the South East of One, Nine, two, I dont recollect the date when said improvement was made

Cross Int 15. How much did said improvements increase the value of said Lands?

Answer I think it was increased at least one thousand dollars.

Int 16 Who is in possession of said land now?

Answer. Robert Fletcher.

Cross Int 17 Whose tenant is he?

Answer I dont Know.

Cross Int 18. Have you heard Mr. Fletcher say whose tenant he is. if so State what he said.

"Objected to"

Answer. I never heard Mr. Fletcher say.

Cross Int 19 Have you heard Mr. Kirkpatrick say whose tenant Mr. Fletcher was if so. State what he said.

"Objected to"

Answer. I never did hear him say anything about it.

Crop Int 20. State whether or not you have had any conversation with Robert Fletcher, about the sale of said lands by Robert Cameron from Mr Fletcher if so State what he said.

Objected to

Answer. I have heard Mr. Fletcher say that this land was sold on an Execution in favor of Robert Cameron and all his personal property also and that he was still thirteen or fourteen hundred dollars behind with Cameron, and that Cameron and Savage were trying to rob him of the other lands = that all the lands he had bought of Cameron, he Cameron had had sold on Execution

Crop Int 21. State what the South West quarter of Section 19. Nine North, One West is worth at this time.

Objected to

Answer. I should think it worth from eighteen to twenty dollars per acre.

Crop Int 22. In the conversation referred to in your Answer to the Eleventh interrogatory, did or did Fletcher say that he had sent a letter to New York to advise Wascus Persons and others not to sell the South East qr. of Sct. One 9. two West to George W. Savage, if so State what he said

(Above question withdrawn by Con answer)

Crop Int 23. State where the said letter written by Mr. Savage and Signed by Mr. Fletcher and shown you as referred to in your answer to the 11th Interrogatory was written and where Mr Savage

lived at that time?

Answer. I dont recollect where it was written Mr. Savage lived two Miles and a half North of Monmouth.

Cross Int. 24 Where did Mr. Fletcher live at that time? and is he Fletcher not a good English Scholar?

Answer. At the date the letter was written he lived in Canron, but at the time he exhibited the letter to me he lived in the house with Clayton, as to his scholarship, I only Know that he reads and writes well

Cross Int 25. What did Mr. Fletcher say in reference to sending the letter written by him to Marcus Person in regard to the sale of said land to the said Savage, which you refer to, in your answer to the Eleventh interrogatory about sending the same to Marcus Persons

"Objected To"

Answer. He told me he was going to send it, and afterwards told me he had sent it.

Adjourned to 9 Oclk A.M. 20th inst.

Salem 20th 1863. 9 oclk A.M.

Court met pursuant to adjournment and Examination of Jesse Riggs Continued by Cross Interrogatories by Defendants.

Interrogatory 26th Do you or not Know that an Ejectment suit was commenced by the owners of the Patent title of the South East quarter Sect one Nine

91

North two West, against the tenant of George W Savage if so, State what you know about it? "Objected to"

Answer All I Know about that is that Clayton shewed me a notice, for him to leave the premises, it was a common Ejectment notice as well as I recollect but by whom signed I do not recollect

Interrogatory 27th State whether or not at the time of any of the conversations between you and Mr Savage referred to by you in your direct Examination, Mr. Savage told you that he employed Robert Fletcher to assist him in procuring the top title from the heirs of Russell Persons the better to enable him to defeat the Patent title, Smith. If so State what he said and when it was? "Objected to"

Answer Mr. Savage and me had a conversation on that subject but, whether it was in any of those referred to I do not recollect. I now recollect that the conversation referred to took place, at the time of the conversation referred to in the answer to the Eleventh interrogatory, in this conversation Savage told me that he had employed Fletcher to help him get the title, and that the damned old Rascal, had got mad and turned against him, and was now trying to defeat him, with much other conversation that has passed

out of my memory without Something to refresh my memory.

Cross Interrogatory 28. Did you not at the time of said Conversation tell Mr Savage that Robert Fletcher had sent a letter to Marcus Persons to prevent Persons from selling said land to Savage if so? State what you told him?

"Objected to"

Answer I told Mr. Savage that Fletcher Shewed me a letter that he Fletcher had written to Mr. Persons, telling Persons not to sell the land to Savage that he had took Savage to be his friend but had found out that he was trying to cheat him out of what he had.

Cross Interrogatory 29. What was Savage's reply?

Answer Savage replied that he was a damned old liar, that he had tried to befriend him every way he could that he had bought that Land in for the taxes at the request of Swinney as Swinney told him he was an old friend and an Englishman, and that all he wanted was his money back, and he waited a year or two and could not get anything, then he got Fletcher to sign the Certificate of purchase to him, then he said the damned old rascal had lied about it, and tried to make the people believe that he was trying to swindle the heirs

Cross Interrogatory 30. Was Mr Savage angry at the time

the said Statement above referred to was
Made? "Objected to"

Answer I should think from his manner of expression that he was rather out of humour.

Cross Interrogatory 31. At the time of the conversation, between Mr Clayton and Mr. Savage in Monmouth in regard to the leasing of said land to Clayton, referred to in your Answer to the Fourth Cross interrogatory: What did Mr Savage say in regard to the clause that Fletcher had inserted into the Skeleton of the lease made by Fletcher, reserving to Fletcher the right to occupy, one room of the house to keep his traps in? "Objected to"

Answer. He told Clayton that he could have the whole premises if he wished it, that Fletcher had no right there. Clayton insisted that it should be put into the lease, that he Clayton had agreed that Fletcher should have the North room to keep some goods in, that was left there, such as pitch forks, hay knives, drawing Knives, old Stoves & a lot of other old Furniture, that I cant remember.

Direct Examination resumed by Plaintiff

Interrogatory 1. At the time Fletcher took you to one side, after Fletcher and Clayton had agreed on the terms of the lease, as mentioned in your Answer to Cross Interrogatory No. three, what

did Fletcher first say to you?

"Objected to"

Answer. The first thing he said to me was that he could not lease that land that you would have to come to Savage, that Savage was his Attorny, and done all his business, then after that he told me the reason he could not rent the place was. that Cameron had a judgment against him, and if he rented the place Cameron would get the rent but if it was rented in Savage's name he could not get the rent.

Interrogatory 2nd Was this or not all a part of the same conversation, and did it not all take place at said time, when Fletcher took you to one side?

Answer. It was in the same conversation and at the time he took me to one side

Jesse Riggs

David C. Riggs being first duly sworn deposes and says as follows. By Plaintiff

Int 1. State whether or not, you were at any time collector of taxes in Township Nine North in Two West in Warren County Illinois if you State when you were such Collector

"Objected to"

Answer I was collector in the year 1855 in said Township

State of Illinois }
Warren County } ss

Robert Cameron

vs
Robert Fletcher & George W. Savage } Chancery

The said Defendants come and protest, befor the commencement thereof against the takeing the depasition of David b Riggs, because they have had no notice that the same was to be taken until said Riggs was called for examination, the name of David b Riggs not appearing in any notice served on them. Oct. 21. 1863.

Strain & Ridder
Defts Attys

State of Illinois }
Warren County }

Robert Cameron
vs
Robert Fletcher &
George W Savage } And said Defendants come and protest against the takeing of the Depasition of Amos Gilbert because they have had no notice that said depasition was to be taken, until said witness was called. Protest made befor the commencement of takeing the same

Strain & Ridder
Oct 20 1863
Defts attys

Said defendants come and protest against the takeing the Depasition of John J. Glenn because they had no notice that the said depasition was to be taken until said Witness was called to testify
Oct 21. 1863 Strain & Ridder Defts attys

Int 2nd State whether or not the taxes for the year 1855 on the South East quarter of Section One, Township Nine North in Range Two West in Warren County Illinois were paid to you as such collector? if yea, State who paid you such taxes, and the time of such payment? "Objected to"

Answer. It was paid to me, and paid by Robert Fletcher, on the 17th day of January 1856

David C. Riggs

Amon S Gillett being first duly sworn deposes and says. By Complainants

Int 1. Were you at any time Treasurer of Warren County Illinois, or not, if yea, State when you were such Treasurer? "Objected to"

Answer. I was. I entered first on the duties of that office about the first of December 1857. and continued to act as such Treasurer about two years.

Int 2nd State whether or not the taxes for the year 1857 on the South East quarter of Section One in Township Nine North Range Two West in Warren County Illinois, were paid to you as such Treasurer. if yea, State who paid such taxes and the date of the payment, as nearly as you remember "Objected to"

Answer. I have no recollection as to that particular piece of land, but I examined the books this Morning and they show that the tax due on that land in 1858 were paid to me, being the

assesment of the year 1857, I dont recollect who paid the taxes, It was put down in Robert Fletchers name, and it is usual that if not paid by the person in whose name it was entered that the name of the person paying the same is entered on the book but this is not always done, the books indicate that the land was Advertised in April 2nd 1858. I cant say when the tax was paid, but should think about the last of April or first of May 1858 but cant say anything positive as to that

A.S. Gilbert

Adjourned until half past One Oclk P.M.

Two Oclk P.M. Court met pursuant to adjournment and resumed the Examination

State of Illinois }
Warren County } .

Robert Cameron
vs
Robert Fletcher &
George W Savage } said Defendants come and protest against taking of the Deposition of Draper Babcock because they have had no notice that his deposition was to be taken until he is called on to testify this day, protest filed at the Commencement of taking his Deposition

October 20 1863

Strain & Kidder
Defts Attys

Dr Asher Babcock after being duly Sworn deposes and Says. By Complainant.

Interrogatory 1. Were you not Treasurer of Warren County in the year 1862? "Objected to"

Answer I was.

Interrogatory 2nd State whether or not you as such Treasurer at any time in 1862 Sold the South West of Nine Town Nine North, One West in Warren County Illinois for Taxes, at a Sale of land for Taxes? if you State to whom you sold the same, when you sold the same, and the amount of land sold for such Taxes? "Objected to"

Answer I did sell one acre of said quarter to George W. Savage, Said Sale was on the 23d and 26th of June 1862, said Sale was made on the 26th of June 1862, it was put up the second time, by request, on the 26th of June 1862 and Sold as above Stated

Interrogatory No. 3 To whom was it sold on the 23rd day of June 1862? "Objected to"

Answer. George W. Savage.

Interrogatory 4. How much of said land was sold to George W. Savage on the 23rd day of June 1862

Answer. One Acre

Interrogatory 5th At whose request did you put it up for Sale a second time? "Objected to"

Answer At Savages request

Int 6 What was the object in putting it up a second

time? "Objected to"

Ans I suppose to get more land, or to bid it off for more acres than one.

Int 7. How many acres did he get the second time?

Answer. One Acre.

Int 8. What was the amount of the taxes for which it was bid off. "Objected to"

Answer. It was fifteen dollars & forty cents

Int 9. State whether or not said Savage ever complied with said sale, and paid you said Mony? taking his certificate upon said Sale

"Objected to"

Answer. He never has. he promised to do so ~~or~~ two or three accasions, and some months after refused to do so. he told me once that Mr. Reed would attend to it. or ask me if he had not. at another time he said he had paid out mony enough for those heirs. he should not pay it.

Interrogatory 10. Who do you mean by Mr Reed and said heirs and who was Mr. Reed acting for. "Objected to"

Answer. I supposse he meant Philo E Reed. I do not know who he meant by the heirs. I dont Know who Mr Reed was acting for.

Int 11 If you have either of said certificates of Sale, you will produce the same and State whether it is the certificate on the sale above refered to the same to be marked Exhibit "A" and attached to your Deposition

"Objected to"

Answer. I have the certificate made out by the Clerk which I prefer not to give up. That I had advanced the money for this certificate, relying on getting the money for it. but had not done so

Cross Interrogatory By Defendants

No 1 Was the ~~State~~ said land sold for taxes at the tax sale, the next year 1863 for the tax of 1862? if so who was the purchaser. "Objected to"

Answer. I think it was. It was bid off by Mr. Kirkpatrick, but I dont Know whether in his own name or not. Draper Babcock.

20 Minutes to 3. Oclk P M

Motion made by Complainants Counsel for an adjournment to four Oclk P. M.

Which Motion was resisted by the Defendants Counsel. Motion to adjourn Sustained.

4 Oclk P. M. Court met pursuant to adjournment.

Francis I Fletcher after being duly sworn deposes and says. By ~~Complainants~~ Defendants

Interrogatory One. How old are you?

Answer. I am fourteen years old

Int Two. What is the obligation of an oath?

Answer I do not

Int Three. What are persons required to do. when making Statements under oath

Answer. I could not tell you that.

Interrogatory Four. Are persons punished for telling the truth

Answer. No sir.

Interrogatory Five. Are persons punished for not telling the truth

Answer I could not tell that.

~~Int No 1.~~ Examination by Complainants ~~Counsel~~ resumed

Int No 1. Whose daughter are you?

Answer. Robert Fletcher

Int. 2. Which is the oldest child he has living.

"Objected to"

Answer. I am

Int 3. Dont you know, that if you dont tell the truth in this Examination you will be punished for it.

"Objected to"

Answer. I cant answer that

Complainants Attorney asked the Court to explain to the witness the obligation of an oath.

"Objected to"

The Court stated to the witness that, the obligations of an oath, subjected the witness to punishment in this life by the laws of the land & punishment in a future state, by living unhappy and miserable if they should state anything that is not true while under oath.

Interrog 4. State whether or not George W. Savage ever gave you any deeds for lands.

"Objected to"

Answer He had not.

Int 5. Did you ever pay him any money for any lands?

"Objected to"

Answer. No Sir.

Interrogatory 6. Why did you not come when you were subpoenaed?

"Objected"

Answer. I dont know. I had no way to come.

Interrog 7. Was that man Almon Ridder at your Fathers house last Saturday? "Objected to"

Answer Yes. he was.

Interrogatory 8. Did he or not at that time request your Father and you not to come? "Objected to"

Answer Yes Sir, he left word for us not to come.

Int 9. How old is your next oldest brother or Sister?

Answer. Jim, going on Eleven

Int 10 What is her name?

Answer Louisa Roberter Fletcher.

Interrogatory. State the names and ages of the rest of your Brothers and Sisters.

Answer Joseph Augustus Fletcher aged Eight or Nine years, Sarah Parsons, Fletcher, aged four & five years old there is four of us, and a half Sister who lives in Berwick She dont live with us.

Crop Interrogatory. By Defendants.

Crop Interrogatory No. One. When Almon Ridder was at your fathers house on Saturday was your father at home

Answer He was not.

Crop Interrog 2 Were you there at that time?

Answer Yes Sir.

Cross Interrogatory 3. Did Almon Kidder say anything to you about coming here?

Answer I believe he did not say anything to me that I can think of, he was talking to Mr. Roe.

Cross Interrogatory 4. Did he tell Mr. Roe for you not to come.

Answer. He did not say anything to me, I was not in the house when he was talking to Mr. Roe.

Cross Interrogatory 5. Did you hear Almon Kidder say anything to Mr Roe about you or your father not coming?

Answer No Sir

her
Francis + J. Fletcher
mark

Adjourned to ten Oclk A.M. 20th inst

John J. Glenn after being duly sworn deposes and says as follows, by Complainants

1 State whether or not George H. Savage is an attorny at Law? "Objected to"

Answer He is I believe, I understand he has a license, and I know he practices law, he has told me he was admitted to practice law in this State

2 How and where did he say he was admitted?

"Objected to"

Answer. He told me that he went over to Iowa & was admitted there and by an application on the certificate he got there, he was admitted to practice in this State

3 State whether or not he said anything about having been refused license as an attorny in this State before he went to Iowa to get license? If so State what he said about the Matter.

"Objected to"

Answer. He told me he made application for examination before the board of Examiners at Springfield and that the board would not pass him.

Cross Interrogatory by Defendants

Cross Int 1. Who is present acting for the Complainant in taking this your deposition? "~~Objected to~~".

Answer. A.G. Kirkpatrick

Cross Interrogatory 3rd. Who proposed the the first, second and third interrogatories? "Objected to"

Answer. A.G. Kirkpatrick

Cross Int 4th. Have or not the same interrogatories a few minutes since, been asked of you by said Kirkpatrick in your deposition in the case of Read & Kirkpatrick as Savage & Triplett? "Objected to"

Answer. They have

Cross Int 5th. Did or did not the said A.G. Kirkpatrick say a few minutes ago, that the object in asking the said interrogatories, in your deposition just taken in the case of Read & Kirkpatrick against Savage & Triplett, was for the purpose of getting the said facts into the Supreme Court. State what he said? "Objected to"

Answer. He said that the record might go to the Supreme Court, and he wanted ~~this~~ facts in - or might as well have these facts in -

Direct examination resumed.

Interrogatory 1. Who has acted as the attorney of said Defendants in taking this deposition?

Answer

Almon Kidder

John J. Glenn.

Adjourned until 9 oclk A.M. tomorrow to take the depasition of Robert Fletcher against whom an attachment has been issued

Nine Oclk A.M. 22nd Oct 1863

Court met pursuant to adjournment Robert Fletcher not present and the Constable reports that he could not find him & subpoenas for said Witnesses and an attachment for said Fletcher hereto attached.

All of which is objected to by the Counsel for the Defence

State of Illinois
Warren County } ss I Nathaniel A Rankin a Justice of the Peace in and for said County do certify that the annexed and foregoing depositions were taken by me at the office of A.G. Kirkpatrick in the City of Monmouth County of Warren and State aforesaid, commencing on the 19th day of October AD 1863 at nine oclk A.M. and continued as set forth in said depositions in the presence of the parties by their respective Attorneys. to wit A.G. Kirkpatrick Esq for Complainant and George W. Savage and Almon Kidder for the defendants pursuant to the annexed and foregoing notice. That said witnesses were each first duly sworn to

testify the truth the whole truth and nothing but the truth in the matter in controversy, in the suit named in the caption thereof, that said depositions were by me carefully written out in the presence of each Witness respectively and carefully read over by them & by them subscribed and sworn to before me in the presence of the Attorneys at the time and place named therein. In witness whereof I have hereunto set my hand and Seal this 22nd day of October A.D. 1863. Nathaniel A Rankin, Seal J.P.

"Filed Oct 26th 1863 Wm Lafferty Clk"

State of Illinois } Warren Circuit Court
Warren County } October Term A D 1863

Robert Cameron
as
George W. Savage &
Robert Fletcher } In Chancery

To said Defendants & their Attorneys: Take notice that I will proceed to take the depositions of Robert Fletcher, Francis A Fletcher, Louisa R. Fletcher Jesse Clayton, James Clayton, William Clayton, Elizabeth C Lewis, A M Lewis, Alfred Hays Truman Eldridge & others before John Porter a Justice of the Peace in & for said County of

No. 3.

Warren at his office in the Court House in Monmouth in said County of Warren on the 28th day of September A D 1863 at the hour of 10 o.c. A.M. to be adjourned or continued until said depositions can be taken & completed, when & where you can cross examine Robert Cameron

Sept 5th 1863 by A.G. Kirkpatrick Sol

State of Illinois }
Warren County } A.G. Kirkpatrick after being first duly sworn deposes & says that he served a copy of this notice on Strain & Kidder Attorneys for said defts more than ten days before said 28th day of September 1863 by giving them a copy

A.G. Kirkpatrick

Subscribed & Sworn to before me
this 22nd day of October 1863
John Foster J.P.

Robert Cameron
vs
George W. Savage &
Robert Fletcher

In Chancery

Depositions taken before me at my office in the Court House in Monmouth, Warren County Illinois pursuant to the foregoing notice in the presence of the parties by their Attorneys to wit: A.G. Kirkpatrick Esq for Complainant & Geo W. Savage & Almon Kidder Esqrs for Defendants. To be read in evidence on the part of the Complainant on the trial of said cause in the Circuit Court of Warren County Illinois

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Deposition of James Clayton of lawful age who being first duly sworn deposes and says as follows.

Int 1st What is your name age occupation & place of residence?

Answer My name is James Clayton My age is 36. years my occupation a farmer & I reside Rockville Township Warren County Illinois

Int 2nd Do you or not reside on the South East quarter of Section One (1) in Township Nine (9) North of Range two (2) West in Warren County Ills. and if so how long have you resided thereon

Ans. I do reside on said quarter and have since the Month of March 1860 except from March till September 1861

Int 3d Who resided on said quarter immediately before you went on the same?

Answer Robert Fletcher.

Int 4th What arrangements if any did you make with said Fletcher in regard to said land before you went on the same

Answer Well I went to Fletcher to rent the place and he told me the conditions I could have it on, When I thought we were ready to draw writings I proposed to him to do so, and he then told me I would have to come to Mr. Geo. W. Savage that he could not rent it, he did not give me any reasons why he could not rent it

Int 5th State all that was said and done by both you

Objected to

& Fletcher at the time in regard to renting said land

Ans. I could not tell all that was said by us but can tell what the contract was between us. Fletcher when I went to rent it said he wanted to lease the place & he wanted two hundred & twenty five Dollars in money for the rent of it that year or Nine hundred bushels of Corn he said his interest was in Cameron & he wanted to leave the place & rent it before he left. and I was to pay either in Money or corn at my option

Int 6th Was ~~you~~ there any agreement between you & Fletcher to one or two rooms on said land and the apples in the orchard other than you have stated. If there was, State the agreement made at that time

Objected to

Answer He wanted to reserve the North Room a log house for ~~the~~ to keep Staff in which he did not wish to remove & I agreed to let him leave the Staff in it— he was to have half the apples from the orchard I also used the room above referred to.

Int 7. State whether or not this agreement was made between you before he told you that you must draw writings with Mr. Savage, or said anything about Savage having anything to do with the leasing of the land

Answer The Agreement was all made with Mr. Fletcher before anything was said about Savage having anything to do with it.

Int 8. Did he or not thin request you to go to Savage and have the writings drawn with him?

Ans. He did not request me, he told me I would have to go Savage – he could not write it or draw the writings – I think he said he could not write it as near as I now recollect.

Int 9 State whether or not you went to Savage and stated to him what had taken place between you & Fletcher or not

Ans I came to Mr. Savage & told him what had been transacted between Fletcher & me and brought a note to Mr. Savage from Fletcher & also a lease

Int 10th did you or not then execute a lease with Mr. Savage And is that lease in your possession & if so produce it

Answer I did execute a lease with Mr. Savage and it is in my possession. (Witness here produced paper Marked "Exhibit A" hereto attached)

Int 11th Who got the apples reserved in the lease marked "Exhibit A"

Answer Mr. Fletcher & Mr. Savage both got apples. on said lease, Mr Fletcher took away the most of them.

Int 12. State whether or not said Fletcher got any of rent corn off of said land Mentioned in said lease during said year & if so under whose instructions

Ans. I asked Mr Savage if Fletcher should have any of the corn in the fall & he told me to let him

have some, Mr. Fletcher got some I dont recollect how much he got.

Int 13 How long did Fletcher keep his Stuff on said premises.

Ans. I dont recollect how long, but over a year.

Int 14 State whether or not you did not at one time forcibly and against Fletchers will carry his Stuff out on the Public highway or elsewhere off said land & if so State when it was.

Answer. No. I never carried it on the highway or off said land.

Int 15th Where did you carry it to & when?

Ans. I carried it out of doors & laid it in the Yard not far from the house. It was about two years ago on the 2d or third of September.

Int 16th State whether or not you have paid the rents of said land except as above stated to said Savage

Answer I have paid said rents except as above Stated to said Savage all but fifteen dollars on last years rent which I still owe. this years rent is not due—

Int 17 State whether or not the lease executed & Marked "Exhibit A" contains the agreement just as it was made between Fletcher & you

Answer I think it does mostly

Int 18 State what improvements were on said land when you rented it

Ans. There was a house two log rooms & a Shed two log cribs with a shed between for a Stable, another log crib. about 60 or 65 acres in Cultivation about twenty five under fence

an apple orchard in bearing. I dont Know how many Trees.

Int 19 State the Situation of the balance of the quarter and if Timbered State what Kind of timber?

Answer The most of the balance of the quarter not in Cultivation is timber mostly young timber with some large timber through it & the most of the West side is large Timber

Int 20 State whether or not you were acquainted with Mr Savage or he acquainted with you before the time you went to him at the time the lease was Executed?

Ans I Knew him at sight but was not personally acquainted before that time.

Int 21st Is this the third or fourth year you have been on said land

Answer. This is the fourth year.

Cross Examined

Int 1st How was it that you first went to Fletcher to rent that place (objected to because it is immaterial & not proper subject for Cross Examination)

Answr. Because I wanted to rent a place. I first went to Alpheus Lewis the Guardian of Mrs. Fletchers children. He told me he could do nothing with it as there was no Title of record in Mrs. Fletcher's name or that of her children (Answer objected to because it is hearsay)

Int 2nd What more did Alpheus Lewis the Guardian say?

(Objected to because it is hearsay testimony)

Answer Mr Lewis said Mr. Savage had a bad title on it and there was a land Speculator at Galesburg had a Patent on it

Int 3d State what Savage said to you when you told him what had taken place between you & Fletcher in regard to leasing said land

(Objected to because Complainant did not ask any questions about what Savage said)

Answer I cannot recollect it all. he said he had leased it to Mr Fletcher and Mr Fletcher wanted to lease it and he had instructed him if he found a man down there wanting to lease it to send him up to him, and when Mr Fletcher sent up the lease he said he did not want any such lease he called it a cut throat lease & threw it aside & wrote one, he then told me I could have all the house Mr. Fletcher had no right to keep any part of the house I told him that was a matter between Mr. Fletcher & Myself, he told me at the same time that he had a fair title on it

Int 4 State if it was not by your request that the lease was drawn for the two South rooms of the house as set forth in said lease (Objected to because it is leading and not a proper subject for Cross Examination)

Answer It was - I told Mr Savage that was an agreement between Mr Fletcher & myself.

Int 5 State whether or not Savage did not tell you

at the time you enquired of him whether Fletcher could have corn that for the sake of the children he could take corn or apples - State fully what he did say at the time - (objected to because it is leading and because it is not proper on Cross Examination inasmuch as Complainant asked no questions as to what Savage said)

Answer Fletcher wanted corn & before I let him have any I went to see Savage about it. Mr. Savage told me to let Mr. Fletcher have corn & apples that he would let him have them to keep the children from suffering. That is about all I recollect, it was a good while ago and I did not charge my memory particularly with it.

Int 6. State why it was you had occasion to put Fletchers Staff out of the house - And under whose advice did you act in so doing?

"Objected to generally"

Ans. The reason I put them out of the house because Fletcher came there on Saturday the 2nd day of March 1861 and wanted to stay over till Monday morning, & he did not go on Monday & he stayed there through the Spring & Summer - he was to stay there till Monday & Mr. Savage called on me for the possession of the house after that & Mr. Fletcher would not go out, but stayed there till the 3d of September I think it was when I threw his things out. I cannot say under whose advice I

acted in throwing them out positively

Int 7 State under whose authority Fletcher went into said house in March 1861. "Objected to"

Answer. Under mine, I gave him leave on Saturday to go in till Monday & he agreed to go out at that time

Int 8. State whether Fletcher did or did not tell you that he ~~heard~~ had no title or interest in said land and say that said title & interest to said land was in said Savage

(Objected to because it is leading because it is not directed to the time when Complainant asked for the statements of said Fletcher)

Answer He told me at the time I had notice of a suit commenced by the men at Galesburg that he had nothing to do with the land that the title was in Savage & for me to take or send the notice to Savage - That he had nothing to do with it to take or send the notice to Savage

Int 9th State at what time this conversation took place "Objected to"

Answer I could not tell the month or day but it was in 1860 I think it was in July or August of said year

Recross-examined -

Int 1st Why did Fletcher refuse to leave the premises before you put his things out of the house

"Objected to"

Answ. I dont know as I could tell, he said a great many things - I think he carried the idea

that he or his Children had a right to the place But carried no such idea till after he came back & refused to leave / the latter part of the Answer objected to by Complainant because it is not responsive to the question)

2d State whether or not said Fletcher while he was in possession in 1861 did claim the right to the possession of said Land And that said Savage was attempting to defraud him out of said Land

Objected to

Ans He claimed a right there but it would take a Lawyer to tell what his right was. he claimed somehow that his children had a right there by their Mother & that Savage was attempting to defraud them or him by buying the titles

The Defendant here proposes to re cross examine the witness & Complainants Counsel objects

1st State whether Fletcher ever claimed any interest in said land after you put his things out of the house

Objected to

Answer Yes before I put them out he claimed an interest somehow

James Clayton

"Exhibit A"

This agreement made this 12th day of March 186 between George W. Savage and James Clayton both of the County of Warren & State of Ills., I George W Savage have entered into said James Clayton a

certain farm Known as the South East quarter of Section one, Nine North, in Range two West in the aforesaid County & State for the use of said farm the said Clayton agrees to pay Nine hundred ~~Dollars~~ bushels of Merchantable Corn to be Delivered in the Crib or Pens on the farm by the ~~said~~ 1st day of January 1861 or two hundred & Twenty five Dollars payable on or before the 1st day of March 1861 given a note for the same said Clayton is to have the use of the two south Rooms of the dwelling house & half of the fruit on said farm also fire wood taken out of the dead wood but he is not to cut any green timber he agrees to keep up the fences Keep the premises in good order & to keep open the water ditches so that the water will run off he is not underlett any of said house but he may if he wishes let part of the land to one who would work the land in good manner & also the said Clayton in good husbandlike Manner.

George W. Savage
James Clayton

Deposition of Eb Lewis a resident of Warren County Illinois who being duly sworn did depose & say as follows —

Int 1st What is your name Age Occupation & place of residence How long have you resided where you now reside & how long have you been acquainted with the parties to this suit.

Ans. My name is Eb. Lewis, age 64 years, a Farmer

120 I reside on Section 20. in Township Nine (9) North of Range (1) one West in Warren County Illinois & I have resided thereon since 1840. And I have known the parties defendant for the last ten years am not acequainted with the Complaindants.

Int 2nd State whether said Savage has been following any profession during said time & if so State what. (Objected to)

Ans. The first I ever become acequainted with Savage he had a shingle put up "G.W. Savage Attorney at Law" I have heard him plead Law.

Int 3d Are you acequainted with the SE quarter of Section one in Township Nine North of Range 2 West in Warren County Illinois & if so State how long you have known it, its situation & improvements thereon & who has occupied the same if you know (Objected to)

Answer I used to be better acquainted with it than now have not passed it over it lately I knew it. since 1840. when I first knew it it had a pretty fair log house on it about 60 acres inclosed & cultivated the balance in timber Robert Bay occupied it at that time since him by a Mr. Hunn I forget his first name after him Mrs Hunn went out and I forget who went on next, then Fletcher went on he went out & I forget who went on next. the

much I know anything about it Fletcher was on again - the last three years it has been occupied by James Clayton.

Int 4th State whether or not so far as you know these parties have occupied the land & resided on the same one after another continually ever since you first knew it.

(Objected to)

Answer They have

Int 5th When did Fletcher go on first

Answer I cannot remember the time I would think it was about 1850 but am not certain.

Int 6th What was the value of said land in 1859 State whether there was any timber on it at that time & if so What kind of timber

Answer I would think it was worth at that time ($20.) twenty dollars per acre, there was timber on about one hundred acres oak walnut and hickory of medium quality better than a great deal of the timber & not so good as the best at that time, there was a great many large White oak trees.

Int 7 What was the value of said land in 1859 1860 & 1861

Answer Well if I recollect right land was a little better in 1859 & 1860 than in 1861 It was worth on an average during that time $20. dollars (I think) per acre

Int 8th What is it worth now?

Answer. It is worth that now if the timber has not been cut off. I have not been over it lately

Int 9. State whether or not you have ever heard George W. Savage say that he was the attorney of Robert Fletcher in regard to said land. If yea, State when that conversation was had and all that was said about the matter at the time.

Answer. I dont think I ever heard him say he was his attorney for that land. He said he was Fletcher in some way and done business for him or his wife Mr. Savage told me that Mrs Fletcher had come to him while he was doing business for them & that she was more of a man to attend to business than Fletcher or some like that. That he told me he was attorney to buy the land or not I cannot tell he was attorney to attend to the timber or something connected with the land I think he told me, I had conversations at various times with Mr. Savage - the one refered to was about 4 years ago it may be 5 years ago

Int 10 State whether or not you ever heard said Savage say anything about taking out letters addressed to said Fletcher from the Post Office. If yea State all that Savage said about that matter and when the Statement was made

Answer There was once a conversation between Savage & me about a letter that was taken out of the Post Office – Fletcher accused him of taking it out. I think Fletcher had told me & I brought it up I think I did – I cannot remember that the conversation was Mr. Savage told that he was doing business for Fletcher at that time, I cant say whether he said he had taken it or that he had not taken it – he was accused of it – That was the time Mr. Savage spoke of the woman being the better man. I think it was 4 or 5 years ago.

Int 11th State whether or not in that conversation said Savage did not say that he had a right to take Fletchers letters out of the Post Office in regard to this land because he was his attorny. (Objected to)

Answer. Well in the conversation there was something said about his being attorny or doing business for them Fletcher & his wife my recollection is not good enough to answer that very correct I have not thought of it for a good while & cannot give the language – In the conversation Mr Savage appeared to have a great deal of sympathy for the small Children or rather the Munn Children. talked to me about buying the quarter & deeding the half of it to those children to make them a home

The Amm children were Mrs. Fletchers children by a former Marriage (Answer Objected to as not responsive to the the question by Defendants)

Int 12th Was you charged Savage with having taken out Fletchers Letters in regard to this land from the P.O. did he deny having done so if Say, State whether or not he did not talk of his sympathy for Mrs Fletchers children as an excuse for so doing

(Objected to)

Ans. I dont think he talked of his sympathy for these children as an excuse for doing it - I dont think either that he denied it. I dont remember the conversation.

Int 13 State whether or not he did not claim as an excuse for having taken said letter out of the Post Office that he had been Fletchers attorney

Answer. I cannot remember - There was talk of his being attorney or doing business for him

Int 14 Were you or not at any time an arbitrator for for the purpose of trying a question as to the cutting of timber on said lands. If so State who the parties were & when the trial took place

Answer The question was not as to cutting timber but come up on a trial settlement between Williams & Fletcher, The trial was for rent & will digging and nuts &c, It was about

5 years ago last winter as well as I recollect Williams & Fletcher were the parties to the suit Geo. W. Savage & Wm F. Gurgo the attorneys & Squire Crissy the Justice.

Int 15th Was there any controversy at the trial between the parties as to the price of cutting timber on said land & if so state what the controversy was and all about it fully – (Objected to because of irrelevancy)

Answer There was an account brought in by Williams for cutting and hauling wood off said land, Williams had charged one dollar per tree for cutting down timber trees for Fletcher

Int 29th Motion on part of Complainant's Counsel to continue the taking of these Depositions till one week from today on account of the death of a member of the family of Complainants Counsel, Objected to by Defendants Counsel Objection overruled & matter continued for one week till the 6th day September 1863 at 10. o. clock A M

Robert Cameron
vs
Robert Fletcher &
George W. Savage } Chancery

October 6 1863. And Defendants Attorneys appear and enter their protest against taking the Depositions of any more Witnesses subpoenaed to attend on the 28th day of September AD 1863 in pursuance to notice to take

the same on the day and year last aforesaid for the reason that the Complainants Attorneys upon and did procure an unlawful continuance of the Examination of said said Witnesses and Taken of said Depositions to wit from the 29th day of September AD 1863 to the 6th day of October AD 1863

Strain & Kidder
Solon Burroughs
George W. Savage
Dfts Attys

October 6th 1863 Examination of E C Lewis a witness in above entitled cause resumed at my office at the Court House in the City of Monmouth pursuant to continuance above Dated

Int 16th Who acted as the attorney for Fletcher at that trial between Fletcher & Williams

Answer Geo. W. Savage

Int 17th Did he Savage claim any right or title to said land at that time

Answer None that I Know of.

Int 18th Who did he Savage claim was the owner of that land during said trial

Answer During the trial the suit was claimed to be due to Fletcher there was nothing said about the title as I remember

Int 19 State whether or not Williams had leased or

occupied said land as tenant of Fletcher & whether said Savage as attorney for Fletcher did not claim that rent was due to Fletcher from Williams, as such tenant? (objected to altering question by complainants counsel after it was read to witness and answered by him)

Question as amended read to witness who answered as follows —

Ans Williams had rented the SW. 19. 9-1 to Hawkins & Peterson I think. Fletcher claimed rent from Williams, Savage as attorney did claim on said trial that rent was due to Fletcher from Williams for said land, Williams occupied the SE 1. 9. 2. himself —

Int 20 Who employed Williams to cut the timber & what did Savage claim in regard to that matter

Ans: I dont Know anything about who employed him he Williams brought in an account for cutting it, Savage claimed as attorney for Fletcher that Williams claimed too much for cutting the timber

Int 21 Had you any conversation with Fletcher at the time he was last in possession of said land in regard to Savage and the manner in which he treated him in regard to said land. If so State all that he said about that matter at the time (objected to because Fletcher's Statements are not evidence against Savage)

Answer. I had conversation with Fletcher when he was last in possession of said land in regard

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to Savage but I cannot state what the conversation was, but it was a continual complaint of Savage and the way he had used him, I took no interest in his conversation and always got away from him as soon as I could

Int 22 State whether or not said Fletcher at that time did not say that Savage took his letters out of the Post Office in regard to said land without authority (objected to because Fletchers statements are not evidence against Savage)

Ans He did

Int 23d State whether or not said Fletcher at that time did not state that said Savage being his attorney in regard to said land had taken advantage of him on account of such relation & defrauded & cheated him out of the land thereby (Objected to for some reasons)

Ans I dont think there was anything said about his being attorney, he said he was trying to cheat him out of everything.

Cross Examined by Defendants Counsel

Int 1st On answer to interrogatory No 9. State if Savage did or did not as attorney for said Fletcher say that said Fletcher talked about so many things that he Savage could not understand what his case was & that Mr. Fletcher was the better man to explain what the case was or words to that effect

Ans I cannot remember of his saying anything about Fletcher talking about so many things He said Mrs Fletcher had come to him to do business & that she was more of a business man than Fletcher

Int 2 State what Mrs Mr. Fletcher resided at the time of the conversation mentioned in your answer to the 9. 10. & 11th interrogatories

Ans. In Cameron Warren County Illinois.

Int 3d Did you ever know him to live in Monmouth and what Post Office did he charge Savage ~~Savage~~ to have taken the letter from

Ans. I never knew him to live in Monmouth He charged that Savage took the letter from the P. O. at Monmouth.

Int 4 State was or was not the arbitration referred to by you in your examination in chief on account of suits for the South West of 19. 9- N. 1 West & for well diggings & other work performed on said place and a final settlement of all notes & accounts between said Fletcher & Williams & was not said Savage Attorney for said Fletcher in said cause

Ans. There was notes for suit on said quarter mentioned. I think it referred to both places that one & to the one mentioned in the examination in chief the SE qr 1. 9. 2. the timber referred to was on the South East of Section one (1) 9. 2. & well diggings done on S W. of 9. 9. 1.

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It was a final settlement between the parties and Geo. W. Savage was attorney for said Fletcher.

Int 5. State whether or not there was any question as to title in said Settlement before said Arbitrators

Ans There was a question as to title to a good many things

Int 6th State whether or not there was any question arose in the said arbitration as to title of any party to the South East qr of Section One (1) 9 St. 2 West. upon which they the arbitrators were to make their award.

Answer The award was made as to all accounts between them & Fletcher claimed to own the property on the land but nothing said as to title to the land. I dont know what constitutes title to land.

Int 7 State when this arbitration & Settlement was

Answer, I think about four years ago last winter from three to five years ago last winter -

Int 8 On Answer to interrogatory No 21. You say you had a conversation with Fletcher when he was last in possession of the land State when that was.

Answer I cannot remember to State anything correctly as to the time. There has been so many little conversations all of the same tenor

Int 9 State whether the conversation refered to occured before or after Mr Clayton went on the land

refered to.

Ans. Both before & after

Int 10. Was the conversation refered to in your answer to interrogatory No 21. before or after Clayton went on the land.

Answer The conversations have been so frequent I think it has been both before & since

E.L. Lewis

Henry W. Lewis a witness in said cause being duly sworn did depose & say as follows to wit:

Int 1st How long have you been acquainted with the defendants in this suit. How long have you been acquainted with the South East of I. 9 N. 2 West in Warren County Illinois

Answer Have ~~you~~ known Mr. Fletcher dft some 18 years. Mr. Savage probably 12 years. Have known said land for 24 years

Int 2 What was the value of said land from 1857 to 1859, and what is it worth now

Answer It, I would think was probably $20 an acre in 1857 & 1859 and is worth about that yet.

Int 3d State whether or not you were acquainted with what personal property said Fletcher had in his possession in the years 1856-57 & 58 & if so describe the same as near as you can remember it?

Int 4. I dont believe I could testify very correctly either in 1856 or the year before he had 6 yoke of cattle & a Span of Bay horses his other

property I dont recollect very much about. he has had the bay horses since then - the cattle I dont recollect about he had a wagon when he had the horses

Int 5 What was the average value of said cattle per yoke & the value of said horses & wagon (Objected to)

Answer I would think the cattle were worth $60 per yoke on an average, the horses & wagon I think were worth from $175. to $200 probably about $200.

Int 6th Did he have any harness & if so what was the value

Answer He had harness worth probably twenty dollars

Int 7. Did he have any bulls cows & calves & if so what was their value

Answer He did have cows but I could not discribe them or tell what they were worth

Int. 8 What was the average value of cows in 1857 & 1858. (Objected to)

Answer Probably from 18 to 20 dollars

Int 9. What was the value of calves during that time

Answer I sold some in 1857 & think it was for $6 per head

Int 10 State whether or not he had any breaking plows & if so what was the value of the same

Answer He had two, probably cost $30. for the two and were when I knew them worth probably from $30. to 35 dollars

Int 11 State whether he had a Brown calf & the value of the same

Answer I dont recollect of his having one

Int 12 What were yearling calfs worth in 1857 (Objected to)

Answer Probably 30 or 35 dollars

Int 13 What were bulls & Steers each worth per head at that time (Objected to)

Answer I dont believe I could come very near it Probably from $10 to $30

Int 14 State whether Fletcher had any corn plows during said time & the worth of the same

Answer I dont think I could answer that.

Int 15 What was the average price of corn plows during that time (Objected to)

Answer From 4 to 8 Dollars.

Int 16 Have you ever heard Geo. W. Savage say anything about being the attorny for Fletcher if so State the time of such Statement & all that he said about said Matter (objected because it is leading

Answer I have heard him speak of doing business for Fletcher in the capacity of attorny & I saw him act as attorny in the arbitration case agreed to but I could not state the time nor the remarks that were made correctly

Int 17 State whether or not you have ever heard Geo. W Savage say anything about conveying said land to said Fletcher or his children If so State the time of such conversation & all that

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was said about such matter (Objected to)

Answer Soon after Mr Savage bought the land I met him here on the street and he spoke of his buying the land he stated if any of the neighbors would make up the amount he had paid for it he would deed it to Fletcher's children. He told me what the amount was I think probably from three to five hundred dollars the amount I have forgotten there was more words passed but I cannot state what it was.

Int 18 Was there anything said in that conversation in regard to charges that Savage had cheated Fletcher. if so state what was said & by whom (Objected to by Defendants Counsel)

Answer There was remarks made to that effect between him & me I dont recollect who first spoke of it, He then said what he would do for the children provided the neighbors would pay him what he had paid for it.

Int 19 Did you or not hear Mr Fletcher when he was last in possession of said land say anything in regard to Mr Savage treatment of him, if so state all he said about the matter at that time (Objected to)

Answer I could not recollect any particular time I heard him speak at least two or three times, He stated that Mr. Savage had robbed him & robbed

his children I have several times heard Mr. Fletcher speak of it I cannot recollect the particulars only in a few instances

Cross Examined by Defts Counsel

Int 1 State if you know what became of the Oxen and the other property mentioned in answer to the 4, 5, 6 & 7. Interrogatories

Answer I do not know what became of them, the horses & wagon he owned awhile after that the oxen & cattle I dont know what he did with them—

Int 2 Do you or not know whether Robert Cameron levied an Execution on the property or any portion of it, if so what part & have you or not heard Mr Fletcher say anything about an Execution in favor of Robert. Cameron the Complainant against said Fletcher or any other Execution at the time of the conversation refered to in your answer to the 19th Interrogatory (Objected to)

Answer I have heard Mr Fletcher speak of Mr Camerons having an Execution against him I think I have heard him say the horses were levied on & he called for his oxen off, he said some more but I cannot recollect the particulars, he drove one of the horses afterwards the other I dont know what became of it, and I dont know that it was Mr Camerons Execution there was other Executions against him I heard him speak of.

Int 3d State the time of the arbitration or settlement referred to by you in your direct Examination

Answer I think it was about five years ago last winter.

Int 4 Have you or not heard Mr. Fletcher say that Robert Cameron the Complainant had levied an execution on all his property at Cameron or any where in the County of Warren or on the South West of 19. 9. 1. in any conversation referred to by you in your direct Examination. If so State what he said & when it was (Objected to)

Answer I could not say the time but I have heard him say that Cameron had levied on the S/W of 19.9.1 I have heard him speak of his personal property but could not tell what he did say

H M Lewis

Alfred Hays being called & Sworn did depose & say as follows —

Int 1st Were you ever in possession of the South West of 19. 9. 1. & if so whether as owner or tenant & if as tenant whose tenant (Objected to)

Answer I was in possession of it as tenant of Robert Fletcher

Int 2nd Who was in possession of the South East of 1. 9. 2. in 1857

Answer. I think Peter Williams was in possession of a part of it at that time & Robert Fletcher was in possession of the other part of it.

Int 3d State whether Williams was in as tenant of Fletcher

137 or not. (Objected to)

Answer I supposs he was I so understood it from Williams

Int 4 Did said Fletcher claim to own said tracts of land at that time (Objected to)

Ans. Well I could not say that he claimed to own the title in himself. I dont think he even told me that he did it was through the Children Someway – or his wife –

Int 5th When was that

Answer In 1857.

Int 6 What was the value of said SE of Section 1. 9. 2. in 1857, 1858 & 1859.

Answer It was worth about $20. per acre

Int 7 State whether you have ever heard Savage say anything about conveying said lands or a part thereof to the Children of said Fletcher & if so State all he said about that matter at the time (Objected to)

Answer I think I did hear him say something about it but cannot state positively what he did say. I think he said he would deed a part of the South West of 19. 9. 1. to the Children

Int 8 Why did he say he would deed it to them

Answer I cannot state why it was or what brought it the conversation out

Alfred Hayes

Deposition of James F Williams after being duly sworn did depose and say as follows

Here the Defendants Counsel protested against the taking of the evidence of said witness for the reason that his name does not appear in the notice served on them

Int 1 Were you ever on the S E 1. in Township Nine North of Range 2 West in Warren County Illinois as tenant or otherwise & if as tenant in base tenant were you

Answer I have been on Robert Fletchers farm in there I dont know the numbers - he hired me to cut cord wood & haul some saw logs one winter I cut from two to four hundred saw logs & drawed them in to Johns Songs saw mill I cut from two to four hundred cords of wood somewhere along there

Int 2 Who was in possession of this land at that time, State whether the man in possession claimed to be the owner.

Answer Robert Fletcher was in possession and claimed the land as his home, that he got it through his wife

Int 3 Was the timber cut on this land

Answer It was cut on what he called his farm

Int 4 Who paid you for cutting this timber

Answer Robert Fletcher

Int 5 State whether or not you had a trial with Fletcher in regard to cutting this timber & if so who was Fletchers attorney.

Ans I had a trial & Mr Savage was Fletchers attorney

Int 6 State whether or not said Savage set up any claim to said land at that time?

Answer He did not set up any claim whatever – he just acted as Fletcher's attorney

Cross Examined

Int 1 State ~~whether~~ when this trial referred to by you took place

Answer I cannot tell whether it was one year or two years after Buchanan's Election – It was one year I think it was one or two years after I worked in the timber – I worked in the timber the winter after Buchanan's Election

Int 2 What year was it you worked in the timber

Answer In the winter of 1856 & 1857

Int 3d Who were the parties to the suit referred to

Answer. Myself & Robert Fletcher

Int 4 What were the differences between the parties & what was determined in the suit. State whether or not there was any question of title to the SE of 1. 9. 2. determined in said Suit or any suits in controversy for the 1. 9. 2.

Answer. The difference was I had rented a piece from him over there three or four miles from this I cut the timber on, I was to pay $400. I think for a years rent and there was a good deal coming to me for the work on this timber & I wanted to offset it on the rent of the other farm & he would not do it & sued me, then there was another thing we was to did a well on the farm I rented & he was to pay by the day for it & it cost me –

before we got it finished & he was not for paying anything. Nothing mentioned about title in the suit to either of them that I know of Fletcher claimed both of them at the time & there was nothing said about title that I know of. There was no suits about the price I worked on the first winter in controversy in the suit.

Int 5 Did you or not understand that the title to the SE 1. 9. 2. that Fletcher claimed come to him through his wife & the Hamm children

(Objected to)

Answer. Well sir I heard other people Alpheus Lewis or some man say so but I dont know as I ever heard Robert Fletcher

Int 6 State whether or not that Alpheus Lewis was the Guardian of the Hamm children

(Objected to)

Answer. I could not tell whether he was or not I have heard some such talk Still I dont know.

Int 7 Was there or not any suits in controversy in said suit above refered to in the South East of 1. 9. 2.

Answer There was no suits in controversy on the timber price, the suits was on the South price

James F. his X Williams
mark

Robert Cameron
vs
George W Savage et

In Warren County
Circuit Court
In Chancery

Robert Fletcher } In October Term AD 1863

State of Illinois Warren County ss. I John Porter a justice of the peace in and for said County do certify that the annexed & foregoing depositions were taken by me at the time & place mentioned in the caption thereof To wit: at my office in the Court House in the City of Monmouth Warren County Illinois, 10, Oclock A.M. commencing on the 28th day of September AD 1863 and continued from day to day as therein Stated pursuant to the annexed & foregoing notice in the presence of the parties by their respective attorneys A.G. Kirkpatrick Esq for Complainant & George W. Savage & Almon Kidder Esqs for Defendants that said Witnesses were first duly sworn according to law to testify the truth the whole truth & nothing but the truth in the matter in controversy in the suit named in the caption hereof that the Depositions aforesaid were reduced to writing by me in their presence and carefully read over to each respectively and by them respectively signed and again sworn to before me in the presence of the parties by their said attorneys.

In witness whereof I have hereunto set my hand & seal this 23d Day of October AD 1863

John Porter [Seal]

"Filed Oct 27th 1863. W. Lafferty Clk" J.P.

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State of Illinois } Warren Circuit Court
Warren County } October Term AD 1863

Robert Cameron
vs
Robert Fletcher & } In Chancery
George W. Savage

To said Defendants & their Attorneys, Take notice that on the 2d day of November AD 1863 at the hour of 9. Oc. A.M. at the office of A.G. Kirkpatrick attorney at law in the City of Monmouth in Warren County Illinois, I shall proceed to take the Deposition of F.A. Hardman, Phil Sp Darr & others

said Depositions to be taken before A.A. Rankin Esq a Justice of the peace for said County or some other officer authorized by law to take the same at said time & place & if not finished on said day to be continued till completed, When & where you can & ops Examine

Oct 22 1863 Robert Cameron
by A.G. Kirkpatrick his atty

Nov 22 1863 We acknowledge service of the above notice this day Strain & Ridder Defts atty

State of Illinois } ss
Warren County }

Robert Cameron } In Chancery
vs
Robert Fletcher & } In Circuit Court of

Geo. W Savage } Warren County Illinois

Deposition of Francis A Herdman a witness in above entitled cause taken before John Porter a Justice of the Peace in and for the County of Warren & State of Illinois at the office of A.G. Kirkpatrick Esq on the 2d day of November AD 1863

Int 1st What was your business in 1862

Answer I was acting deputy County Clerk for the County of Warren State of Illinois

Int 3d What occurred at the time of the Tax sales if anything between yourself & George W. Savage in regard to such Tax sales & the certificates issued thereunder

Answer I remember of having had a little controversy with Mr. Geo. W. Savage, with regard to how a certain certificate should be issued, He desired that I should make it different from what I thought was right, and I refused to do so. He wanted it different from what I thought the law required I dont remember now what that difference was but I made it as I thought right and placed it with the others in the hands of the Collector

Int 3d State whether or not that was in regard to a tract of land upon which A.G. Kirkpatrick as attorney for others and said Savage had been bidding against each other at said Tax sale

Answer I could not say certainly that it was but my

impression is that it was. I issued mar 3 ov certificates of purchase made at that sale several of them to Geo. W. Savage, and I could not state positively as to which certificate this controversy had reference to

W. A. Herdman

I. W A Herdman do solemnly swear that I have travelled from Chicago Cook County Illinois to this place 184 miles for the purpose of having above deposition taken at the instance of the complainant and attended two days for said purpose

November 2nd 1863

W A Herdman

Subscribed & Sworn to before me this 2nd day of November 1863

John Porter J.P.

Travel going & returning 368 miles
accounting 20 Miles 1 day at 1.00 $ 18.40
two days $1.00 each 2.00
$22.40

Received the above fee in full November 2nd 1863 of Complainant

W A Herdman

State of Illinois Warren County ss

I John Porter a justice of the Peace in and for said County do certify that the annexed foregoing Deposition of W A Herdman was taken by me at the time & place mentioned in the notice hereto attached to wit: at the office of A.G. Kirkpatrick Esq in the City of Monmouth Warren County Illinois on the 2nd day of November

AD 1863 commencing at 9 oclock A.M. of said Day that the said Witness was first duly sworn according to law to testify the ~~Truth~~ the whole Truth & nothing but the Truth in the Matter in Controversy in said Suit that the Deposition was by me reduced to writing in the presence of said witness & carefully read over to him & by him again sworn & subscribed before me

In Witness whereof I have hereunto set my hand & Seal this 2nd day of November AD 1863

John Porter J.P. Seal

"Filed Nov. 2" 1863 Wm Lafferty Clk"

State of Illinois } Warren County Circuit Court
Warren County } October Term AD 1863

Robert Cameron
vs
Robert Fletcher & George W. Savage } In Chancery

To said complainant and his attorneys: Take notice that on the 14 day of October AD 1863 at 10 Oclock A.M at the office of Strain & Ridder attorneys at Law in the City of Monmouth in Warren County Illinois we shall proceed to take the depositions of John Porter, William Lafferty, Ephraim S. Swinney and Benjamin F. Hubbard and others with the intention of reading the same on the trial of said cause

Said Depasitions to be taken before Nathaniel A Rankin a Justice of the Peace or some other officer authorized by law to take the same at said time & place and if not finished on said day to be continued from day to day till completed. When and where you can attend and coop Examine if you see fit

Oct. 2, 1863

Strain & Ridder
Attys for Savage.

I acknowledge service of the above notice this 2d day of October AD 1863

A. J. Kirkpatrick
Attorney for Complainant

State of Illinois
Warren County } ss

Depasitions of Benjamin L. O. Hubbard, William Lofty, Ephraim S. Swinny, witnesses produced sworn and Examined before me Nathaniel A Rankin a Justice of the Peace in and for the County of Warren and State of Illinois on the 14th 15th & 16th days of October 1863 pursuant to notice, at the office of Strain & Ridder in the City of Monmouth in the County of Warren aforesaid and between the hours of Nine Oclk A.M. and six Oclk P.M. of said days, to be read in evidence on the trial of a certain cause pending in the Warren County Circuit Court in the said State of Illinois at the October Term 1863

thereof. Wherein Robert Cameron is Plaintiff and Robert Fletcher and George W. Savage are Defendants on the part of the Defendants and Taken in pursuance of the notice hereto attached.

Benjamin F. C. Hubbard of lawful age being duly sworn deposes as follows. By Defendants

Interrogty 1st What is your name, age, occupation & residence?

Answer. My name is Benjamin F. C. Hubbard. I am 30 years old, my residence is Monmouth, my occupation that of a grain dealer.

Interr 2nd Are you acquainted with the parties to this suit?

Answer. I am acquainted with Mr. Savage, have only seen Mr. Fletcher

Interrogty 3rd State what was your business in the Spring of 1861

Answer. I was engaged in the business of Banking.

Interrogty 4. State whether or not George W. Savage deposited any money with you, in April 1861 if yea, State what amount if any he drew out on the 15th of April 1861 (This interrogatory objected to by Counsel for Plaintiff)

Answer. He kept a bank account with us and had a balance of near five hundred Dollars, from the first to the 13th of April 1861 on which day he drew out nearly all of said balance

Interrogatory. 5th State whether or not, he bought any gold or Drafts on New York. if yea, State to whom the same were charged, State the amount of Gold and the amount of Drafts and on whom the Drafts were Drawn

(Objected to)

Answer. He bought three Drafts on New York on the firm of Woodruff & co for one hundred dollars each. he also bought some gold, I cannot State the amount precisely but it was less than one hundred dollars

Interrty 6th State whether or not at the time said Savage bought the said Drafts, you examined any letter at the request of Mr. Savage, which letter he showed you; if yea; State for what purpose you examined the letter (Question objected to because it is lead in form and substance)

Answer He showed me the letter from some party in New York when he applied for the Drafts, I do not know for what purpose, I Examined said letter, he wished me to know for what purpose he was going to New York State.

Interrty 7 State whether or not you examined the said letter for the purpose of Drawing Drafts payable as near as possible to the place where the said letter was written and Mailed (objected to)

Answer. He told me where he was going, and showed me the letter to give me an idea where he wanted to use the money we had no funds nearer than New York city & I advised him to take Drafts on that place.

Interrogatory 8 State what Savage was going to do with the Drafts purchased: (Question Objected to)

Answer. He told me at the time for what purpose he wanted them, but I cannot state definitely - but it was either

to purchase some lands or settle some claims on lands, in which Fletcher or Cameron were interested, he so stated: and I drew the inference from the letter also

Interrogatory 9. State whether or not Robert Fletcher had any money deposited with you at that time (objected to because it is bad in form and substance)

Answer. He did not.

Cross Interrogatories none

B. F. O Stubbard

William Lafferty of lawful age being duly sworn deposes and says. By Defendants—

Interrogatory 1. What is your name, age and residence & occupation?

Answer. My name is William Lafferty, my age is 44. residence is Monmouth, my occupation is Clerk of the Warren County Circuit Court.

Interrogatory 2. State how long you have been Clerk

Answer. Since December 1856 & to the present time.

Inter 3. Are you acquainted with the parties to this suit?

Answer. I am acquainted with them all

Interrogatory 4. State whether or not you were the Agent of Stewart & Scroggs of Galesburg Knox County for the sale of South East quarter of Section One, Township Nine North, Range Two West of the 4th principal Meridian, in Warren County, Illinois— (Objected to because it is bad in form and substance)

Answer. Mr. Stewart or Scroggs, Can't tell which gave me authority to sell the said piece of land.

Interrogatory 5. State if you know what title Stewart & Scroggs or either of them had to said land "Objected to"

Answer The title they had purported to be the patent title

Interg 6 Who is Recorder of Warren County

Answer By virtue of my office of Circuit Clerk I am Recorder

Interg 7 State whether or not, said patent title of Stewart and Scroggs is recorded in the recorders office in Warren County? if so, when was it recorded?

"Objected to"

Ans. I cannot state from Memory, but ~~from~~ kindly examining the records that it was recorded 18th Sept 1858.

Interrogatory 8. State if you know, whether or not the owner of said patent title commenced an action of Ejectment in the United States Circuit Court, for the recovery of the said land, against the Amount of Mr. Savage?

"Objected to"

Answer. Either Mr. Stewart or Ms Scroggs told me that a Suit had been commenced and Mr. Savage also showed me a copy of the Declaration and notice

Interrogatory 9. State whether or not George W. Savage applied to you to purchase said title, if so, State when it was, and all about the transaction you had with George W. Savage in regard to said land

(Objected to)

Answer. I think it was in the winter of 1861. I informed Mr. Savage, that I was agent for the sale of said land, and the price fixed was four hundred Dollar

Mr Savage said he had a tax title on the land and would go up to Galesburg and see Stewart and Scroggs, and thought he could buy the patent for less money.

Interrogatory 11th Did you or did you not as the agent of Stewart and Scraggs examine the records of Warren County in regard to their title to said land, and State if there was any defect in the deeds, and if so, which one (Objected to)

Answer. At the time I offered to sell this land. I examined the title, with Mr. Savage, and we discovered, at the time what we thought to be a defect in the deed from Lucinda Sicks to Amos M. Johnson

Interrogatory 12. State if you know at whose request Mr. Savage went to Galesburg to see said Stewart & Scroggs in regard to said land, and whether or not, at your request, after the discovery of the said supposed defect in said deed, and what, if anything was said at that time about said Savage going to Galesburg to see said Stewart and Scroggs: (Objected to)

Answer I dont remember all the conversation between Mr Savage and myself at that time, but told him during the conversation that he had better go up to Galesburg and see Stewart and Scroggs, that I was not authorized to sell the land for less than four hundred dollars. I believe that is all that I remember of our conversation

Interrogatory 13. State whether or not said Giorge W Savage, did or did not give you a tax deed to said land to be recorded? if so State when it was (Objected to)

Answer. Mr. Savage filed a Tax deed in my office for record, on the first day of February 1860.

Int 14. Did you or not on said George W. Savage on his return from Galesburg, if so what was said by him about the purchase of said land & when was it? and did he or not leave with you for record, a deed conveying said title of said Stewart & Scroggs to him?

"Objected to"

Answer. On the 13th of March 1861, I saw George W. Savage who informed me that he had just returned from Galesburg, and at the same time he handed me a deed for record, from J.C. Scroggs and wife to said Savage for said land, he also informed me that he gave two hundred dollars for the title.

Interry 15 State whether or not you have at any time taken acknowledgments of Tax deeds, made by the Sheriff of Warren County to George W. Savage? if so, State the time, that the said lands therein described were sold and the date of such deeds

"Objected to"

Answer. I have taken the acknowledgments of several Sheriffs Tax Deeds, one dated February 16th 1860 and the sale was on the 14th May 1855, the acknowledgment was taken on the 23d day of February 1860 and one deed dated 17th January 1860, the sale was 14th May 1855. and the acknowledgment was taken on the 25th day of January 1860, Another deed dated 16th February 1860, the land was sold on the

11th day of May 1857. & acknowledged before me the 23 day of February 1860. another deed dated 16th February 1860. land sold for taxes on the 12th of May 1856 the acknowledgemnt before me 23d day of February 1860 - another deed dated 16th February 1860. land sold for taxes on the 12th May 1856. & acknowledged before me on the 23rd day of February 1860 -

Interrogatory 16. State if you know, the time that Robert Cameron. sold to Robert Fletcher the Cameron property being part of the East half of the North East qr. of Section five in Township ten North One West and how much Fletcher paid and what property was Mortgaged to secure the purchase Money "Objected to"

Answer. On the 30th April 1857. Cameron sold to Fletcher sixty six acres. part of the North East quarter of Section five in Township ten North One West. I cannot tell what Fletcher paid except by Examining the records. and on the same day Fletcher gave a Mortgage to Cameron to secure twenty five hundred and fifty four dollars. on the same land and lots One & two in Block five, and lots two & three Block Seven in Cameron's addition to Cameronville, and on the same Cameron made a deed to Fletcher. for lots one two five and six in Block five & one & six in Block six and lots one two three and six in Block Seven & lot one in Block ten & lot

one three four five & Six in Block Eight, lots one two and three in Block Nine, lots one two and three in Block Eleven in Cameron's addition to Cameronville, on the same day Fletcher gave Cameron a Mortgage to secure the paymnt of fifteen hundred dollars on the South West of Section Nine North One West.

Cross Interrogatories

Interrogy 1. State whether what you state in your answer to Interrogatory No 6. was not obtained from the records in your office to day or not?

Answer. I did not obtain it from the records To-day-but did on yesterday, do not know anything about it except what the records show.

2 State whether George W. Savage has or not been acting as an attorney and Counsellor at law in said Circuit Court since you have been Clerk? "Objected To"

Answer. He has

No 3 State whether or not he has acted therein as an attorney and counsellor at law for said Fletcher in suits which he had against said Cameron and others. "Objected To"

Answer He has

Wm Lafferty

Ephraim L Swinney of lawful age being duly sworn deposes and says as follows. By Defendants

Int 1 What is your name, age residence?

Answer. My name is Ephraim S. Swinney. My age is 47 years, my residence is Monmouth.

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

Answer I am.

Int 3 What was your occupation in the year 1855—

Ans I was Clerk of the Warren County Court.

Int 4 How long were you County Clerk & when Elected?

Ans Eight Years. was elected in November 1853

5. State when and where the delinquent tax lands of Warren County were sold for taxes for the year 1854

"Objected To"

Answer. In the month of May in 1855, at the Court House in Monmouth

Int 6. State whether or not the South East qr. of Section One 9 North Two West was sold for taxes of 1854 that year? "Objected to"

Answer It was.

Int 7. To whom was it sold, State the circumstances under which it was sold and all the facts about the sale thereof? "Objected To"

Answer. On the day of sale I called the attention of Mr Savage, stating at the time that said land belonged to a brother Englishman, and that it was an improved farm, and that he had better buy it in for him, which he did.

Int 8. State whether or not said Savage made any bid on said land until requested, by you as aforesaid to bid

Answer. I think not.

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Int 9. State whether you did or did not afterwards, see said George W. Savage and Robert Fletcher, and hear a conversation between them in regard to said sale of said land, if so State when and where it was, and all that was said about sale of said land; "Objected to"

Answer You will have to wait a few minutes on me until I go to the Court House; I cant tell without examining the records to refresh my memory — On the 10th day of February 1857 Mr. Savage and Robert Fletcher met in my office Mr. Savage asked him for the amount of the purchase money, he Savage having the certificate of purchase in his possession, in the name of said Fletcher, Savage having paid the money. Mr. Fletcher refused to pay, stating at the time, that he had no title to the land, Mr. Savage then asked Fletcher to assign the Certificate of purchase to him which he did in my presence and at the same time he Fletcher being in possession as he said of said land, Mr. Savage served a notice on him, stating the time when the redemption would expire, and Mr. Fletcher accepted service of said notice

Int 10 State who was the guardian of the the Penn Children at the time of the above conversation? "Objected to"

Answer. Alpheus Lewis was guardian of Ellen A. and Mary E. Hunn, appointed the 6th day of May 1850

Int 11 Was there or not anything said in conversation above referred to, by said Fletcher, that said guardian should redeem said land or purchase said certificate, if so, State all that was said at that time

"Objected To"

Answer Mr Fletcher replied to Mr. Savage that he had nothing to do with the matter, and it was the place of the Guardian to redeem the land

Int 12. State whether or not while you held your Office of County clerk the said guardian "Alpheus Lewis" enquired of the County Court in relation as to his duty as guardian to redeem said lands, if so what was the direction of the Court?

"Objected To"

Answer. On the 5th day of February 1856 Alpheus Lewis as the guardian of the heirs aforesaid, made a partial Settlement of his account, and at the time knowing said land had been sold for Taxes enquired of the Judge if should redeem the same, the Judge told him there was no title in the heirs and if he redeemed it he could not allow him a credit for the money paid and he did not redeem the same—

Int 13 State whether or not you had any conversation with Robert Fletcher in Monmouth in April 1861 or about that time, if so State what Mr. Fletcher's business with you was and State all that was said about said Savage going to the State of New York

to purchase said land, if anything was said about the purchase of the same. "Objected to"

Answer. Mr Fletcher was at my house in April 1861 and enquired of me if I Knew where Savage was. I told him he had gone to York State to buy some lands. he wanted to Know of me, if he was going to buy the place he lived on, I told him that quarter was on the list.

Int 14 State if you Know what quarter of land Mr Fletcher lived on at that time?

Ans. I do not.

Int 15 State whether or not anything was said by Mr. Fletcher at the time of the Conversation referred to about sending on a despatch or letters to stop or prevent said Savage, from purchasing said lands? "Objected to"

Answer. Mr. Fletcher told me that he would send a dispatch to the State of New York forbidding the sale of said land to Savage, and left my house for the depot, to Telegraph, he stated at the time that he had wrote a letter forbidding the same.

Int. 16 State whether or not, said George W. Savage ever Shewed you any letters, in regard to said land, from the State of New York, if so State when it was. to whom the same were directed or addressed and by whom they were written? "Objected to"

Answer I saw one or more letters concerning said lands written by some person name not now recollected, from the

State of New York informing said Savage that he could have the land by taking all in the list- Cant now tell the date when I saw said letters.

Int 17 State if you can recollect, whether or not said letters or any of them were written by Marcus Parsons

"Objected to"

Answer. I donat think I can recollect.

Int 18 State whether or nat you have ever taken acknowledgments of any tax deeds from the Sheriff of Warren County to George W. Savage, if so, State the date of the sale of the land, and the date of the sale of the land and the date of the acknowledgment of the deed? "Objected to"

Answer. I do nat recollect taking the acknowledgment of any deed, on the 14th day of May 1855, the South East of one Nine North Two West, was sold for Taxes. I do nat Know when the same was deeded At this Stage of the proceedings, Mr Savage handed to the witness Mr Swinney a paper marked Exhibit "A" remarking as he did so that it was merely for the purpose of refreshing his memory in regard to the subject Matter of Interrogatory No 18. and that said paper did nat contain anything relevant to the subject matter under investigation, Counsel for Complainant urged that said paper should be attached to the Deposition, which motion was Instained by the Court, and said paper is hereto attached and marked Exhibit "A"

Cross Interrogatory

No 1. In answering Interrogatory No 18. Exhibit A. hereto attached was handed to you & State who handed it to you? "Objected to"

Answer It was handed to me by Mr. Savage.

Int 2 Did you examine it when you were answering said question?

Answer I did

3 State whether Complainants Counsel then insisted on having it attached to your deposition, and whether or not Defendant Savage took said Exhibit and put it in his pocket, and said that we could not have it, and refused to give it up until the Court repeatedly decided that he must deliver it up to be attached? "Objected to"

Answer Complainants Counsel did insist on having it attached Mr Savage did take said exhibit, but did not put it in his pocket, said we could not have it and refused to give it up until the Court repeatedly decided that he must give it up to be attached

Int 4 When Interrogatory 7. was first read over to you to be answered, you made certain Statements which were not put put down in answer to that interrogatory please repeat those Statements just as you made them at that time in answer to this Interrogatory. "Objected to"

Ans. At the time of the Sale referred to in my answer to said interrogatory No 7 there were several bidders

for said land, and at my request, they relinquished their claims, to Mr. Savage, for Mr Fletcher, previous to said relinquishment, the said land was laid down to a small quantity

5 In your Answer to the 7th interrogatory you make use of the words brother Englishman, who do you mean by those words, State whether said Savage and Fletcher are both Englishmen by birth? "Objected to"

Answer I meant Robert Fletcher, he and Savage are Englishmen by birth

6 Was the office referred to by you in your answer to the 9th interrogatory occupied and used at that time by said Savage as an office as attorney at Law or not? "Objected to"

Answer. I do not know, cannot recollect. He did keep his office at one time in my office, the precise time I cannot recollect.

Int 7. Was any person present except Savage Fletcher and yourself at said time in your Office referred to in your Answer to the 9th interrogatory? "Objected to"

Answer. I dont recollect that there was.

8 Were you called upon, to witness what was done at said time?

Answer I think I wrote the assignment on the back of the certificate, at the request of Mr. Savage in the presence of Mr. Fletcher and saw him sign the same in

9. Why did you date back the date of the assignment of the certificate until the first day of January 1857. & at whose request "Objected to"

Answer. I have no recollection of dating it back

10. At what time did you write the body of said assignment on said certificate & at what time did said Fletcher sign the same? "Objected to"

Answer I do not think I can tell the time

11 At the time of your said meeting which you refer to in your answer to the 9th interrogatory State how you met, whether you were in said office before the others were or not? "Objected to"

Answer. I was in my office when Savage & Fletcher came in

12 Did Savage and Fletcher come in together?

Answer. I do not recollect

13 What did they come in for?

Answer. I cannot tell, my attention was first called to the assignment of the certificate of purchase—

14 How long was that after they came in?

Answer. Not very long.

15. Were the Statements made which you have testified to, in your answer to to the 9th interrogatory, made before you as a witness or not, and for that purpose? "Objected to"

Answer. The Statements were made in my presence and hearing and I do not think I was called to witness

16 State whether you have ever seen Mr. Fletcher consult Savage in regard to Fletcher's business

if so State when and where

Answer, I have seen them in conversation together in regard to business in my office at the Court House, at the time Mr Savage occupied a part of my office.

17 State whether or not, said Fletcher appeared to rely greatly upon said Savage at that time as an attorny and as a friend? "Objected to"

Answer I think he did.

18 Did you ever see or hear Fletcher consult Savage in regard to Fletchers lawbusiness with Robert Cameron?

"Objected to"

Answer Not that I recollect of.

19 How long did Savage use your office as his law Office? "Objected to"

Ans. I cant tell that, he paid no rent & no time was kept, but I think about one year

20 State whether or not said Savage's Sign as an attorny at law was not on your office door a much longer time than one year? "Objected to"

Answer His Sign was on my office door I think was removed before he left, but how long it was there I do not Know.

Adjourned to two oclk P M for Dinner

Two oclk P. M. Parties met and the business procuded with.

Int 21 How long did said conversation refered to by you in your answer to the 9th interrogatory, take place before said Savage made his affidavit before you for the purpose of suing out a Writ

dwd on said lands? "Objected to"

Answer I do not Know

Int 22 When did said conversation take place? State that fact from your own knowledge & recollection?

"Objected to"

Answer. The conversation, between Savage & Fletcher was in my office on the 10th day of February 1857

Int 23 How do you know it was at that time?

Ans. I saw Mr. Savage, with the notice and hand a copy to Mr. Fletcher on the back of which notice he accepted Service

Int 24 Do you know that from recollection or not? as to the date or have you merely examined the notice filed in the County Clerk's office for that purpose

Answer. I recollect the transaction but as for dates, I know not except by reference to papers on file in the County Clerks Office

25 What papers are these?

Answer. A notice to the person in whose name the South East of One Nine North Two West, was assessed for taxation in the year 1854, with the following indorsed on the back thereof "I accept the service of the within notice this 4th July 10th 1857 Signed Robert Fletcher in my presence, and an affidavit of George W. Savage made before me as Clerk that he had served a notice on Robert Fletcher. that he as assignee had become the purchaser of One hundred and Sixty acres of land

above described viz South East qr of Sect One
Nine North two West

Int 26 Did you read over and Examine said notice at the
time it was served by Savage on Fletcher together
with the acceptance of service on the back thereof
if yea, for what purpose did you examine the
same and at whose request? "Objected to"

Answer I have no recollection of Examining the notice
I saw Mr Fletcher Sign his name on the back of
said notice and was not requested by any one to
witness the same

27 State whether you Examined and read over the
letters and words and figures to which said Fletcher
had subscribed his name, on the back of said
notice, if yea. State at whose request you did so and
for what purpose? "Objected to"

Ans. I have no recollection of reading the notice, and
I do not think any one called my attention to the
contents thereof. My memory will not justify stating
whether I did or did not. I cant recollect.

28. State whether or not you examined the date of said
notice on the date of the acceptance thereof
to know whether they were dated on the day they were
written and served. If yea. State who handed you
the same for that purpose? "Objected to"

Ans I did not examine them. I know not whether they
were served on the day they were written or not.

29 Would you state from your own recollection,
independant of said notice and the acceptance of

Service thereof, the dates of which you did not examine at the time, that said service and conversation was so long ago as the 10th day of February 1857?

Answer I could not.

30 Is it not your best recollection that said conversation took place since the 10th day of February 1857? "Objected to"

Answer It did not.

31 At what time did said conversation take place, according to your best recollection, independant of said notice and the acceptance thereof?

Answer. I have no way of knowing only by reference to the papers on file in the office of the County Clerk

32 What papers are these?

Answer. A notice to Robert Fletcher that he Savage had purchased the South East of One, Nine North, Two West for the taxes of 1854, and the time of redemption will expire on the 14th day of May 1857. also an affidavit subscribed by said Savage made before me as Clerk of the facts contained in said notice.

33 Then your information as to time is derived solely from said notice signed by Savage and the affidavit made before you by Savage? State whether this is so or not? "Objected to"

Answer. These papers on file are the only evidence I have as to date of service on Mr. Fletcher. and the affidavit

for dud

34 In your answer to the last Cross interrogatory you speak of papers on file, State what those papers are and whether you mean any other papers than said notice signed by George W. Savage and said Affidavit made by George W. Savage which is attached to said notice?

Answer. A notice to Robert Fletcher signed by Geo. W Savage dated the 10th day of February 1857, with an assignment on the back previously referred to with an affidavit made by Geo. W. Savage before me as Clerk that he had served said notice on Robert Fletcher

35 Do you remember that George W. Savage attended Tax sales since 1855, and set up a claim at such tax sales to other lands belonging to said Fletcher, if so State all that occured at the time? "Objected to"

Answer. Mr Savage attended all sales while I was Clerk as for him claiming the right to bid on that or any other land for Mr. Fletcher I have no recollection.

36 Do you or not remember that at one time said Savage set up a claim for said Fletcher to the South West of Nineteen, Nine one to which Robert Cameron, the Complainant also set up a claim? "Objected to"

Answer, I have no distinct recollection as to the quarter of land mentioned.

37 Have you any recollection as to any quarter

of land? "Objected to"

Answer. Nat as to any particular quarter lent do Know that Mr. Savage and Mr. Kirkpatrick bid against each other on lands offred for sale for taxes

38 Who was Kirkpatrick acting for? "Objected to"

Answer I do nat Know lent heard him say he was for Robert Cameron.

39 Was that Statemnt made at the time?

"Objected to"

Ans It was made in the presence of the parties during the time that the lands were offred for ~~taxes~~

40 Who was said Savage acting for at that time?

"Objected to"

Ans. I do nat Know.

41 Did he nat claim some land for Robert Fletcher at such Tax sale? "Objected to"

Ans I think he did

42 Where was that?

Ans. I do nat Know without reference to the sale records

43 Did Kirkpatrick claim the same land for Cameron? "Objected to"

Ans. Kirkpatrick claimed lands for Cameron lent I do nat whether it was the land mentioned above

44 Did Kirkpatrick claim the same land for Cameron that Savage claimed for Fletcher?

"Objected to"

Ans. I think he did

45 What is the object in setting up a claim

at a Tax sale? "Objected to"

Ans. The object is to suspect title and prevent others from bidding when the owner or agent cries Claim and Taxes such bids are always suspected

46 Have you now refreshed your memory by Examining the records and if so State what you know about the South West ¼ Nine Ten Nine ~~North~~ One being sold for Taxes?

Ans On the 26th day of September 1859 the South West of 19. Nine North one West was offered for sale for Taxes for the sum of Twenty Eight dollars and Seven cents, and the name of G W. Savage appears on the Skeleton of the Sale, as the purchaser written on an erasure with the ~~on~~ mark opposite his name as having taken out the certificate of purchase his name is not in my hand writing.

47 Did you Keep said Skeleton of said Sale, and did you write the name which appears to have been erased before that of Savage was inserted?

"Objected to"

Ans I did Keep the Skeleton of the Sale, and I think I wrote ~~the~~ Some other persons name on the list where George W. Savage's name now appears

48 Was said Sale of said quarter the sale at which the controversy took place, between Kirkpatrick and Savage, and above testified to by you?

"Objected to"

Ans. I do not Know.

Re Examination Assumed.

As 1 Was the Skeleton of the sale above referred to, Kept by you at the sale?

Answer. It was.

2nd In whose hand writing is the name of Geo. W Savage written on the erasure above referred to?

Ans. I do not Know.

3rd Are there not numerous erasures of names and other names re-written in their stead on the said Skeleton? "Objected to"

Ans. I find but one name written on an erasure in 1859.

4th State whether or not it was not a practice in your office where the purchaser did not take certificate after sale, to let other persons take certificates without a formal sale & enter their names, instead of the first purchaser after erasing the name of the first purchaser, State what the practice was? "Objected to"

Ans It was

5 Whose name appears on the records of Tax Sale or list of lands Sold for Taxes, in the Month of September And October 1859, as the purchaser of said lands and in whose hand writing is the name recorded? "Objected to"

Answer. In the name of George W. Savage as the purchaser written by P. G. Harbaugh my Deputy.

6 Has the records been erased?

Ans It has not.

7 How soon after the sale was the record made up?

Ans Not before January 1860

Re-Cross Examination resumed

1 Do the records simply consist from said skeleton of the sale or not

Ans. It is

Ephraim S. Swinney

State of Illinois }ss
Warren County }

I Nathaniel A Rankin a Justice of the Peace in and for the County of Warren and State of Illinois do hereby certify that the foregoing Depositions of Benjamin L.C. Hubbard, William Losey and Ephraim S Swinney were taken before me at the time and place and in the cause in the caption here to specified

That the attorneys for each of the parties were present that prior to taking the said depositions, the said witnesses were duly sworn by me to testify the truth the whole truth and nothing but the truth in relation to the matter in controversy, between the parties, so far as they should be interrogated that their said depositions were reduced to writing by me in the presence of said Witnesses and read over by me to them and signed and sworn to by them before me at the office of Strain & Kidder aforesaid, on the days and between the hours aforesaid.

In testimony whereof I have hereunto set my hand and seal at the Office of the said Strain & Ridder in the said City of Monmouth in the County of Warren and State of Illinois this 16th day of October A D 1863

Nathaniel A Rankin Seal
Justice of the Peace

"Exhibit A"

Know all men by these presents: That whereas at the June Term 1856 of the County Court of Warren County, a judgment was obtained in said Court, in favor of the State of Illinois, against the following described tract of land situated in the said County of Warren and State of Illinois viz Lot one in Block One in Cameronville in Warren County State of Illinois for the sum of —— Dollars and Eighty cents, being the amount of taxes interest and costs, assessed upon said tract of land for the year 1855 and whereas, on the 9th day of June AD 1856. Robert S. Thompson Treasurer of the County aforesaid, by virtue of a precept issued out of the County Court of the County aforesaid, dated the 7th day of June AD 1856, and to the Treasurer of said County directed, did expose to public sale, at the door of the Court House, in the County aforesaid, in conformity with all the requisitions of the Statute in such case made and provided, the tract of

land above described, for the Satisfaction of the Judgment & ordered as aforesaid: and Whereas, at the time and place aforesaid Porter Phelps of the County of Warren and State of Illinois having offered to pay the aforesaid sum of — Dollars and Eighty cents, for all of the tract of land above described, which was the least quantity bid for, the said tract of Land was stricken off to him at that price.

Now Therefore: I, David Swimbell Sheriff of Warren County, for and in consideration of the said Sum of — Dollars and Eighty cents, to the Treasurer of said County as aforesaid in hand paid by the said Porter Phelps at the time of the aforesaid Sale, and by virtue of the Statute in such case made and provided, have Granted, Bargained and Sold, and by these presents do Grant Bargain and Sell, unto the George W Savage assigns of Porter Phelps his heirs and assigns the above described tract of Land, Viz: Lot one in Block One in Cameronville in Warren County Illinois.

To have and to hold, unto him the said George W Savage his heirs and assigns forever: Subject however, to all the rights of redemption provided by law.

In Witness Whereof, I, David Swimbell Sheriff as aforesaid, by virtue of the authority aforesaid have hereunto subscribed my name, and affixed

My seal this 26th day of August AD 1861

David Turnbull

Sheriff of Warren County Illinois

State of Illinois }
Warren County } ss. I, Ephraim S. Swinney Clerk of the County Court of said County, hereby certify that on the 26th day of August in the year of our Lord, one thousand eight hundred and Sixty-one personally appeared before me David Turnbull Sheriff of said County of Warren, who is personally known to me the said Clerk to be the identicle person whose name is subscribed to the foregoing deed as having executed the same, and acknowledged that he executed the said deed for the uses and purposes therein mentioned

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of said Court the day above written.

Ephraim S. Swinney Co. Clk

By Jno. E Alexander Deputy

"Filed Nov 6" 1863. W. Lafferty clerk."

((No. 1))

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State of Illinois } Warren Circuit Court
Warren County } October Term A.D. 1863

Robert Cameron
vs
Robert Fletcher &
George St Savage } In Chancery

Be it remembered that before said cause was tried at said Term of said Court, said complainant appeared and entered his motion for the production of the following papers and documents to wit

1 The contract made between Mowrer Stewart & Co and Robert Fletcher and testified to by witnesses, Stewart and ~~W~~ Scroggs in their depositions

2 The residue and remainder of the letter marked "exhibit B" and attached to cross interrogatories to be propounded to Marcus Persons and others and attached to the same and commission to H. C. Chesebro & which were returned by him with his certificate all of which were as follows to wit,

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State of Illinois } Warren Circuit Court
Warren County } October Term A.D. 1863

Robert Cameron
vs
George W. Savage & } In Chancery
Robert Sletcher

To said defendants & their attorneys: take notice that on the 16th day of September A.D. 1863 at 10 o'clock A.M. I shall appear before the Clerk of said Circuit Court at his office in Monmouth in said County of Warren for the purpose of suing out a commission to take the deposition of Marcus Persons Enos C. Sheldon residents of the state of New York upon the following interrogatories, when & where you can file cross interrogatories if you choose - with the intent of reading said depositions upon the trial of said cause

Sept 5th 1863

Robert Cameron by
A. G. Kirkpatrick
Comps Sol.

Interrogatories to be propounded to each of said witnesses on behalf of said complainant.

1 What is your name age residence and occupation?

2 Are you aquainted with the parties defendants to this suit? If yea, how long have you been acquainted with them & each of them?

3 Did you or not together with others sell & convey to George W. Savage any lands in the State of Illinois? If yea, state what the consideration of such sale was, state the description of the lands the time of the Conveyance, where and when said Savage paid you for such lands, and all about such sale.

4 If the consideration of such sale of all of said lands was three hundred dollars or any other sum, state what proportion of such sum, the seperate consideration of S. E. 1. 9 N. 2 W. in Warren County Illinois being the land in controversy was?

5 State any other facts you may know of benefit to either of the parties to this suit in regard to the subject matter of the Controversy in answer to this interrogatory.

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We acknowledge the receipt of copies of the foregoing notice & interrogatories this 6th day of Sept 1863

Strain & Kidder
Sols for defts.

Cross interrogatories to be propounded to each of said Witnesses, on the part of said Defendant George W. Savage:

Cross Int 1st State how and in what way did George W. Savage pay for the interest and title to the lands he bought of you. If paid in gold state what amount. If part in Drafts on New York State what amount and also to whom said Drafts were assigned, and to whose order were the same arriginally made payable?

Cross Int 2nd Did you or not receive payment from said George W. Savage and with full knowledge that said Savage was buying said title of you for himself?

Cross Int 3d look at the Dispatch hereto attached marked "A" and state if you ever saw or received the same; And if so State when or where and from whom you

received the same: State also whether George W. Savage was then at Gypsum, State of New York, at the time you received ~~the same~~: and if so for what purpose was he there. Attach Exhibit "A" and make the same a part of this your deposition

Cross Qnt 4th. Look at the paper hereto attached marked Exhibit "B", and who wrote the same if you know, to whom the same was written and to whom the same was sent, or delivered and how sent whether by mail, and state whether the same is your offer to said George W. Savage to sell to him said land, and whether Savage accepted the same: and attach the same to make it a part of your Deposition

Exhibit "A"

No 1. New York, Albany & Buffalo Telegraph Co.

To Marcus Persons } By Telegraph, from Monmouth
Gypsum } April 16 1861 Recd —— M

Dont deed lot in Warren County to Savage. Tell Russell will send names

Robt. Fletcher

or me will convey our interest to the 12 quarter sections for three hundred dollars as yan offered last fall, that will include the lot in Warren County of course it is very dificult to get the heirs here to agree ~~to convey~~ on any thing. there is now a man down here from yanr State of Illinois, that has been to some of the heirs and made them an offer for our interest in the 12 lots, which is better than ~~yours~~ the offer to you, but as there is at present an action pending in Court it is no more than just that yan should have this offer previous to consenting to any sale to the one man who wants to purchase the lands, write me soon & oblige Yanrs

Marcus Persons

Exhibit "B"

State of Illinois }
Warren County } ss

The people of the State of Illinois:
To H. C. Chesebro of the State of New York
as Special Commissioner Greeting:
Whereas it has been represented to us

that Marcus Persons, Russel Persons and Enos C. Sheldon are material witnesses in a certain cause now depending in our Circuit Court in and for the County of Warren aforesaid between Robert Cameron Complainant and George W. Savage and Robert Silvester Defendants and that the said witnesses reside in the State of New York aforesaid, without the said State of Illinois and that their personal attendance cannot be procured at the trial of the said cause Now know ye that we in confidence of your prudence and fidelity have appointed you special Commissioner to examine the said witnesses ~~on the oath or affirmation~~ and do therefore authorize ~~you~~ and require you to cause the said witnesses to come before you at such time and place as you may therefore designate and appoint, and diligently examine the said witnesses on the oath or affirmation of the said witnesses upon all interrogatories inclosed with or attached to these presents both on the part of the said Complainant and of the said Defendant and none others and the same when thus taken, together with this Commission and the said interrogato-

pies to certify into our said Court with the least possible delay

Witness Wm Lafferty Clerk of said Court and the seal thereof at Monmouth in said County this 16th day of September A.D. 1863 Wm Lafferty Clerk

Warren Circuit Court Seal

I Henry C. Cheesebro of Canandaigua in the County of Ontario & State of New York the Commissioner within named hereby certify that soon after the receipt of the said commission I saw Marcus Persons one of the Witnesses named therein and arranged with him to come to my office in Canandaigua on the following day which was the first day of October last for the purpose of being examined as a witness and answering the interrogatories annexed that on the said first day of October, I was at said office for that purpose, and said Persons did not appear as he had promised and I have not seen said Persons since that time That soon after and about two weeks after the time last named, I sent to the residence of said Persons which is twelve miles from Canandaigua to have

him subpoenad to attend as a witness as aforesaid and learned from his family that he had gone to the State of Michigan and that he would be absent three or four weeks and I have since seen one of the members of his family at Canandaugua and been informed by him and believe that said persons will not return to the state of New-York until after the 10th of November instant

In witness whereof I set my hand & Seal this 4th day of November 1863

H. C. Cheesebro (L.S.)
Commissioner &c

Filed Sept 16th 1863
Wm Saffrty Clerk

3 The letter written by George W. Savage addressed To Marcus Persons to be signed by Robert ~~Persons~~ Fletcher and testified to by Jesse Riggs in his deposition

On regard to the first document complainant proved that said contracts was in the possession of Robert Fletcher and it was admitted that each of the defendants had notice in writing more than 10 days before the commencement of this Term of Court to produce said documents & each of them. The Court therefore ordered defendant to produce said first document.

In regard to the record, complainant contended that said letter had been mutilated by said defendant Savage and was really written to Fletcher and had been taken out of the P.O. by Savage, & read portions of the depositions of Jesse Riggs & Lewis in regard to a letter which Fletcher had contended Savage took out of the P.O. defendant thereupon filed the following affidavit,

R. Cameron
vs
Savage & Fletcher } D. George W Savage having been duly sworn, deposeth & says, that he has made diligent search several times for letters & parts of letters received from Marcus Persons in reference to the purchase of lands that this defendant bought of said Marcus Persons and others of the State of New York as the heirs of Russel Person and that he has not been able to find any more than is already before the Court, and he verily believes they are lost and the reason that the said defendant put the questions in the interrogatories put to the witness

referred to in said deposition was for the purpose of proving that said letter was written for and directed to this defts as the pltfs part of said letter could not be found by him

Sworn & Subscribed to before me this 10 day of Nov 1863

Wm Safferty Clerk

Filed Nov. 10. 1863
Wm Safferty Clerk

Rev stamp 5 cents

And presented another peice of paper which he said was another part of said letter which is as follows to wit

Complamant contended that the affidavit did not answer the charge of mutilation by design, but the court decided that he would not order the production of the residue of the letter, and the court also made the same decision as to said letter third above mentioned to each of which decisions complainant then & there excepted

And as the same did not appear of record the same is reduced to writing and certified as a part of the record herein under the seal & hand of the Court C B Lawrence (seal)

Filed Nov 25th 1863

Wm Lafferty Clerk

State of Illinois } Warren Circuit Court
Warren County } October Term A.D. 1863.

Robert Cameron
vs
Robert Fletcher & } In Chancery
George W. Savage

Be it remembered that upon the trial of said cause the following oral testimony records & papers were introduced and given in evidence to the court by complainant (in

addition to his depositions). to wit;

William Laferty a witness being duly sworn and who testified that he was Clerk of the Circuit Court of Warren County Illinois & Keeper of the records & that the papers & records as hereinafter set forth were a part of the papers & records of his said office the same papers & records being those exhibited & produced by him and which are as follows: to wit

1 Judgement of Cameron Complaint against Fletcher defendant also the note on file upon which judgement was rendered also two several executions indorsements and Sheriffs return thereon issued upon the same Judgement and all of which are as follows to wit

$1500. Monmouth Warren County Illinois
April 30th 1857

On or before the first day of January A D 1859 I promise to pay Robert Cameron or order the sum of Fifteen hundred dollars with interest at six per cent from date value received Robert Fletcher

No 215 In the matter of

Robert Cameron
vs
Robert Sletcher
} Assumpsit

This day came the said plaintiff by Kirkpatrick his attorney and the said defendant being three times solemnly called come not nor comes any one for him to defend this suit but he makes default herein It is therefore considered and ordered by the Court that said plaintiff have judgement by default against the said defendant for his damages herein. ~~It is therefore considered~~ And it appearing to the Court that this suit is brought upon an instrument of writing for the payment of money only and that the damages of said plaintiff rest in computation it is thereupon ordered by the Court that the Clerk assess compute and report the said damages, Whereupon the Clerk proceeded to make the assessment and computation aforesaid, and reported to the Court the sum of ($1724.25) One Thousand seven hundred and twenty four ~~dollars~~ 25/100 Dollars as the amount of the Plaintiff damages herein which assess-

ment and computation upon examination by the Court appearing to be just & correct is by the Court approved and allowed.

It is therefore considered and ordered by the Court that the said plaintiff have and recover of the said ~~Plaintiff~~ defendant the said sum of ($1.724.25) One thousand Seven hundred and twenty four 25/100 Dollars, being the amount of the damages assessed and computed as aforesaid together with his costs and charges herein expended and that he have execution therefor against the said defendant

State of Illinois }
Warren County } ss

The People of the State of Illinois
To the Sheriff of said County greeting:
We Command you, That of the goods and chattels lands and tenements of Robert Fletcher Defendant in your County you cause to be made the sum of One thousand Seven hundred and Twenty four & 25/100 Dollars, which lately in the Circuit Court of said Warren County at a Term thereof begun and held at Monmouth in said Warren County on the fourth

Monday of October A.D. 1859 on the 27th day of said month said Plaintiff recovered against the said Defendant and which by the said Court was adjudged to the said plaintiff for damages
And also the further sum of Six & 49/100 Dollars which were adjudged to the said plaintiff for costs and charges in that behalf expended, whereof the said Defendant doth stand convicted as appears to us on record.
And have you these moneys ready to render to the said plaintiff for damages and costs aforesaid and make return of this writ with an endorsement thereon in what manner you shall have executed the same, in ninety days from the date hereof

(L.S.)

Witness William Lafferty Clerk of the said Court and the seal thereof at Monmouth in said County this 22d day of Nov. A.D. 1859.

Wm Lafferty Clerk

State of Illinois } ss
Warren County }

By virtue of the within and foregoing execution and process

(No. 5-)

I have levied on the South West Quarter of section Nineteen in Township nine North of range one West of the Fourth Principal Meridian in Warren County State of Illinois this day December 16th 1859. Taken as the property of Robert F. Fletcher. Seth Smith

Sheriff.

I Seth Smith Sheriff of Warren County Illinois do certify that after advertising the above described land according to law I offered the same for sale at the front door of the Court House in the City of Monmouth Warren County Illinois on the 9th day of January A.D. 1860 at the hour of 2 O'clock P.M. of said day and that the same was struck off to Robert Cameron he being the highest & best bidder therefor for the sum of four hundred & eighty two & 3/100 dollars that being the amount of redemption money paid me by the said Robert Cameron on the 19th day of December A.D. 1859 to redeem said land from a sale of the same made by the Master in Chancery for Warren County Illinois to Arthur A Smith on the 18th day of December A.D. 1858. in favor of J. L. Usher assignee of W.B. Pendleton vs Robert F. Fletcher and the interest an

said redemption money from said 17th day of December A.D. 1859 to said 9th day of January A.D. 1860, and there being no other bid for said land I have this day executed and delivered a deed for said premises to said Robert Cameron according to the Statute in such case made and provided

Dated January 9th 1860

Seth Smith Sheriff of Warren County Illinois

Filed March 14 A.D. 1860

William Lafferty clerk

State of Illinois }
Warren County } ss

The People of the State of Illinois
To the Sheriff of said County Greeting
We again Command You, That of the Goods & Chattels, lands and Tenements of Robert Fletcher, Defendant in your County, you cause to be made the sum of Seventeen hundred & twenty four & 25/100 Dollars Which Robert Cameron lately in the Circuit Court of said Warren County at a Term thereof begun and held at Monmouth in said Warren County

at a Term thereof begun and held at Monmouth in said County on the Fourth Monday of October A.D. 1862 on the 27th day of said month said Plaintiff recovered against the said Defendant, and which by the said Court was adjudged to the said Plaintiff for damages. And also the further sum of Seven & 60/100 Dollars which were adjudged to the said Plaintiff, for costs & charges in that behalf expended, whereof the said defendand doth stand convicted as appears to us on record And have you these moneys ready to render to the said Plaintiff for damages and costs aforesaid, and make return of this writ, with an endorsement thereon in what manner you shall have executed the same in Ninety days from the date hereof

Witness William Lafferty Clerk of the said Court and the the Seal thereof at Monmouth in said County this 24th day of February A.D 1863

Wm Lafferty Clerk

I cannot in my County find property belonging to the within named Defendant on which to levy and make

this Execution I therefore return the same not satisfied this 25th day of May A.D. 1863 David C. Riggs Sheriff

Filed June 6th A.D. 1863
Wm Lafferty Clerk

State of Illinois }
Warren County } ss The People of the State of Illinois: To the Sheriff of said County Greeting.

We again command you: That of the goods and Chattels lands and Tenements of Robert Fletcher Defendant in your County, You Cause to be made the sum of Seventeen hundred and twenty four & 25/100 Dollars which Robert Cameron lately in the Circuit Court of said Warren County at a Term thereof begun and held at Monmouth in said Warren County on the fourth monday of October AD 1859 on the 24th day of said Month said Plaintiff recovered against the said defendant and which by the said Court was adjudged to the said Plaintiff for damages, And also the further sum

And also the further sum of Eight $8\frac{80}{100}$ dollars which were adjudged to the said Plaintiff for costs and charges in that behalf expended & additional costs whereof the said defendant doth stand convicted as appears to me on record.

And have you these moneys ready to render to the said Plaintiff for damages and costs aforesaid and make return of this Writ with an endorsement thereon in what manner you shall have executed the same in ninty days from the date ~~thereof~~ hereof

Witness William Lafferty, Clerk of the said Court and the Seal thereof at Monmouth in said County this 25 day of November A.D. 1863

Wm Lafferty Clerk

Filed April 11th 1864
Wm Lafferty Clerk

State of Illinois
Warren County } ss I cannot in my County find Property belonging belonging to the within named Robert Sletcher on which to levy and make this Execution & therefore return the same not satisfied this 11th day of April A.D. 1864.

David C. Riggs Sheriff by John C Alexander

1962 A chattel mortgage recorded in Vol 1st Page 606. A.D. 1858 from Robert Fletcher. To George W Savage and which is as follows.

State of Illinois }
Warren County } ss

Know all men by these presents that I Robert Fletcher of the County of Warren in the State of Illinois of the first Part for and in consideration of Twelve hundred dollars to me in hand paid by Geo W Savage of the same County and State of the second part the receipt whereof is hereby acknowledged do hereby grant bargain and sell unto the said party of the second part his heirs and assigns the following goods and chattels to wit One Yoke of Red Oxen 6 years. formly owned by A. Lewis, One Yoke of black Steers eight years old one of said steers was formerly owned by M Lewis the other by D. Long One Yoke of Steers Red with black Streaks called Brindle 6 years. A Lewis One red Cow three years Old raised by Fletcher. One line backed red Cow six years old raised by

G. Ray. one red steer three years
Old ~~raised by the said Fletcher~~
formerly owned by A Lewis. One
brindle Cow formerly owned by G
Ray. ~~One Red Steer three years old~~
Eight years old One roan bull three
years old. Three Spring Calves, two
of them red and one white. The
Bull and one of the red and the white
calf raised by Fletcher. The other red
one raised by C.W. Raydston One brown
mare 8 years old one bay horse ten
years old, One Spring Mare brown
colt 2 Prairie breaking Ploughs 2 two
horse wagons two black 3 years old
mules one two horse plough one
corn plough, one double set of
harness brass mounted and one old
double set of harness, One Iron safe
& two sleighs. To have and to hold
all and singular the said goods
and chattels unto the said party of
the second part his heirs and as-
signs forever, and the said party of
the first part for his heirs executors
& ~~assigns~~ administrators do the here
by covenant to and with the said
party of the second part and his assigns
that he is lawfully possessed of the said

goods and chattels as his own property, that the same are free from all encumbrances, and that he will warrant and defend the same to him the said party of the second part and his assigns against the lawful claims and demands of all persons

Provided Nevertheless that if the said party of the first part his heirs executors and administrators shall well and truly pay to the said party of the second part his heirs executors administrators or assigns for the redemption of the above bargained Goods and Chattels the just and full sum of twelve Hundred dollars on or before the 11th day of February next with interest according to the tenor of and effect of a certain promissary note, given by the said party of the first part to the said party of the second part bearing even date herewith then this Mortgage to be void otherwise to remain in full force and virtue And provided further that until default be made by the said party of the first part in the performance of the condition aforesaid it shall and may be lawfully for him to re-

(No 1)

tain the possession of the said goods and Chattels and to use and enjoy the same but if the same or any part thereof shall be taken on execution attached or claimed by any other person or persons at any time before payment or if the said party of the first part shall attempt to sell the same without the authority and permission of the said party of the second part in writing expressed then it shall and may be lawful for the said party of the second part or his assignes to take immediate and full possession of the whole of said goods and Chattels to his and their own uses

In witness whereof the said party of the first part has hereunto set his hand and seal this 11th day of February 1858

Robert Fletcher [Seal]

State of Illinois }
Warren County } ss. This Mortgage was acknowledged before me by Robert Fletcher this twelfth day of February 1858

Thomas B. Cross Justice of the Peace
Warren County

Recorded March 4th 1858 at 8 Oclock P M.

100 3 A second judgement note and ~~three~~ two executions endarsements and Sheriffs return in the Warren Circuit Court as follows to wit

$1600 Monmouth Illinois April 20 1857
On or before the first day of January A.D. 1860 I promise to pay Robert Cameron or order the sum of Fifteen hundred dollars with interest at six per cent ~~per annum~~ from date value received Robert Fletcher
Filed Nov 17 1860 Wm. Lafferty Clk.

1 134 Robert Cameron
vs
Robert Fletcher } Assumpsit

This day again this cause coming on to a hearing and it appearing to the court that the said defendant had failed to file his affidavit for a continuance herein it is therefore ordered by the Court that the motion be overruled. Thereupon come the parties and issue being joined for trial they put themselves upon the Country Thereupon came a jury to wit James Morgan A. Claycomb F.B. Weakley Elisha Ky

D. S. Parry S. Brooks Draper Babcock
Theodore Cornell Samuel Douglass
C. A. Lucas James Herbut Smith Shepher
who being elected tried and Sworn to well
and truly try the issue joined herein and
after hearing the evidence and argument of
Counsel retired to consider of their verdict
and returned into court and upon their
oaths do say we the Jury find for the
plaintiff and assess his damages at
the sum of Eighteen hundred and Nineteen
dollars and twenty cents Thereupon
came the said defendant and enters his
motion in arrest of Judgement herein
and after hearing the same it is ordered
by the Court that the motion be overruled
Therefore it is considered by the Court
that the said Plaintiff have and recover
of and from the said Defendant the Sum of
Eighteen hundred and nineteen dollars
and twenty cents being the amount so
found ~~due~~ by the Jury aforesaid to-
gether with his costs by him in this
suit ~~expended~~ laid out and expen-
ded, and may have execution therefor

State of Illinois
Warren County } The People of the State of Illinois:
To the Sheriff of said County Greeting:
We command you: That of the goods & Chattels lands and tenements of Robert Fletcher Defendant in your County you cause to be made the sum of eighteen hundred and nineteen & 29/100 dollars which lately in the Circuit Court of said Warren County at a Term thereof begun and held at Monmouth in said Warren County on the fourth Monday of October A.D. 1860 on the 17th day of Nov. 1860 said Plaintiff recovered against said Defendant and which by said Court was adjudged to the said Plaintiff for damages And also the further sum of Nine & 49/100 Dollars which were adjudged to the said Plaintiff for costs and charges in that behalf expended, whereof the said defendant doth stand convicted as appears to us on record
And have you these moneys ready to render to the said Plaintiff for damages and costs aforesaid and make return of this writ, With an endorsement thereon in what manner you

(No. 8.)

shall have executed the same in ninety days from the date hereof
Witness William Lafferty Clerk of said Court and the seal thereof at Monmouth in said County this 24th day of Nov. A.D. 1860
Wm Lafferty Clerk

I cannot in my County find any property of the within named Robert Fletcher to levy on and make this debt and cost I therefore return this Ex this 23rd day of February A.D. 1861
David Turnbull Sheriff

Filed Feby 28th A.D. 1861
Wm Lafferty Clerk

State of Illinois
Warren County } The People of the State of Illinois
To the Sheriff of said County, Greeting:
We command you as we have before commanded you, That of the goods and chattels lands and tenements, of Robert Fletcher Defendant in your County, you cause to be made the sum of Eighteen hundred and nineteen & 2/100 Dollars which Robert Cameron, lately in the circuit Court of said Warren County at the Term thereof begun and held at Monmouth in said

Warren County on the fourth Monday of October AD 1860 on the 14th day of November 1861 said Plaintiff recovered against the said defendant and which by the said Court was adjudged to the said Plaintiff for Damages. And also the further sum of Eleven & 5/100 Dollars which were adjudged to the said Plaintiff for costs and charges in that behalf expended, whereof the said defendant doth stand convicted as appears to me on record

and have you the said money ready to render to the said plaintiff for damages and costs aforesaid and make return of this writ with an endorsement thereon in what manner you shall have executed the same in ninety days from the date hereof.

Witness William Goforth Clerk of said Court and the seal thereof at Monmouth in said County this 16th day of May A.D. 1861

Wm Goforth Clerk

I cannot in my county find any property of the within named Robert F. Fletcher whereon to levy and make this debt & costs & therefore return the same not satisfied August 19th 1861 David Turnbull Sheriff.

Filed Aug 19th A D 1861 Wm Lafferty Clerk

All of which were read in evidence without objection, defendants admitting that they had had notice to produce the original of said Chattel Mortgage with the note therein mentioned, in writing more than ten days before commencement of said term of Court.

The complainant then offered in evidence the following certified copy of a Judgement in favor of Robert Cameron vs Robert Fletcher obtained in the United States Circuit Court for the Northern District of Illinois together with executions issued thereon Marshalls return & indorsements thereon as follows

Circuit Court of the United States for the Northern District of Illinois at Chicago in said district on Friday the seventh day of May in the adjourned May Term A D 1858.

Present the Hon Thomas Drummond Judge

Robert Cameron
vs
Robert Fletcher
} assumpsit

Now comes the Plaintiff by Messrs William Grenshaw and Wilson

his attorneys and it appearing to the Court that the defendant has been regularly served with process and he being now ruled to plead instanter and failing to plead or answer to said rule and the said Defendant being now three times solemnly called comes not but makes default It is thereupon considered by the Court that his default be entered and that the Plaintiff have and recover of the Defendant his damages but as those damages are not certainly known, and it appearing to the Court that this action is instituted upon a certain promissary note of hand for the payment of money only, it is ordered that it be referred to the Clerk to assess the damages thereon and the Clerk having assessed said damages at the sum of Eleven hundred and Eighteen dollars and forty seven cents, and reported the same to the Court which being approved. It is thereupon considered and adjudged by the Court that the Plaintiff have and recover of the defendant the said sum of Eleven hundred and Eighteen dollars and forty seven cents his damages as aforesaid together with his costs by him in and about his suit

in this behalf expended amounting to the sum of thirty-six dollars and forty-five cents and that he have execution therefor.

United States of America
Northern District of Illinois ss

The United States of America;
To the Marshall of the Northern District of Illinois, Greeting. We command you; That of the goods and chattels lands and tenements of Robert Fletcher defendant, in your district you cause to be made Eleven hundred fifty four dollars and ninety-two cents, which Robert Cameron Plaintiff, lately in our Circuit Court of the United States for the Northern District of Illinois before the Judges thereof at Chicago in the district aforesaid recovered against said defendant for damages which said plaintiff had sustained as well by occasion of the non-performance of certain promises and undertakings as for his costs and charges by him about his suit in this behalf expended, whereof said defendant is convicted, as appears to us of record, And have you that money at the Clerks

Office of our said Court in Ninety days from the date hereof to render to the said plaintiff for his damages aforesaid and this writ;

Witness the Hon Roger B. Taney Chief Justice of the Supreme Court of the United States of America, at Chicago aforesaid this twenty ninth day of May in the year of our Lord One thousand eight Hundred and fifty eight and of our independence the 82d year

(Seal)

Wm H Bradly Clerk

Came to hand June 8th 1858 at 4 P.M.

Jas W. Davidson U.S. Marshall

By H.M. Matthews Dpty.

By Virtue of this Execution I did on the 16th day of June 1858 levy upon the following described Real Estate to wit; sixty (60) acres of the East half of the North East Quarter of Section five (5) Township 16 North of Range one (1) West of the 4th Principal Meridian lying in the County of Warren & State of Illinois and after giving due notice as required by Law the same was on the 8th September 1858 by D.D. Randall one of the deputy Marshalls of this district sold at Public sale to Robert Cameron

Plaintiff in this suit for five hundred dollars that being the highest and best bid therefor. This execution is therefore returned satisfied as to the sum of five hundred dollars but wholly unsatisfied as to the remainder of the Judgments and costs

Jas. H. Davidson U S Marshall

By H. M. Mathews Dpty

Marshalls fees $ 48.20

Filed Oct 15th A.D. 1859 Wm H Bradley Clerk

Northern District of Illinois

I William H Bradley Clerk of the Circuit Court of the United States for said District hereby certify the foregoing to be a true and correct copy of the Judgement rendered in said court and entered of record on the seventh day of may in the adjourned May Term A.D. 1858 of said court in the case wherein Robert Cameron is Plaintiff and Robert Fletcher is Defendant and also of the execution issued thereon said Judgement with the endorsements and Marshalls return on said execution as the same remains of record in my custody

In Testimony whereof I have hereto set my hand and affixed the Seal of said Court at my office in Chicago in said District this 7th day of October A.D. 1863 & of our Independence the Eighty eighth year

L S
Stamp 5 cts

Wm H Bradly Clerk

which was read in evidence without objection.

The Complainant then called Benjamin Harford a witness who testified that he was a Justice of the peace of Roseville Township Warren County Illinois having been elected successor of David C. Riggs. that said Riggs transferred his books as Justice & papers to affiant that the book produced ~~to affiant~~ was the record & Docket of said Riggs as a Justice so transferred as aforesaid and the papers and record hereinafter offered in evidence were a part of the record and papers aforesaid.

The Complainant then read in evidence from said Justice Docket as follows

State of Illinois }
Warren County } The complaint and

information of James Clayton of Warren County & State of Illinois, who being duly sworn upon his oath gives David C. Riggs a justice of the peace of said County of Warren to understand and be informed that on the 2d day of March A.D. 1861 he did let Robert Fletcher of the County aforesaid enter into the following described premises as the tenant of this complainant being then and there in the lawful and peaceful possession of the same to wit, a certain house situated in the South east quarter of section one in Township Nine North of Range two West in said Warren County and State of Illinois being the same house now occupied by said Robert Fletcher and ~~this complainant~~ by the terms of the agreement between said Robert Fletcher and this complainant in regard to said Tenancy said Robert Fletcher was to occupy said house for two days from & after said 2d day of March and at the end of said time was to give up & surrender the possession of the same to this complainant and that after the termination of said time for which said house was let to said Robert Fletcher he the said Robert Fletcher

wilfully and without force held and and continues in possession of the ~~plaint~~ complainant notwithstanding demand has been made in writing by this complainant upon the said Robert Fletcher to quit and deliver up possession thereof to this complainant, And this complainant further states that he is now lawfully entitled to the possession of the said house, and therefore prays that said Robert Fletcher may be summoned to answer to this complaint

James Clayton

Subscribed and Sworn to
this 6th day of May 1861
David C Riggs J. P.

State of Illinois }
Warren County } The People of the State of Illinois: To the Sheriff or any constable of said county: Whereas complaint has been made before me David C. Riggs Esq a Justice of the Peace of said County of Warren that on the 2d day of March A.D. 1861 James Clayton of said County of Warren entered into the following described premises as the tenant of said James Clayton

~~of said County of Warren did let Robert Fletcher~~ he being then and there in the lawful and peaceable possession of the same to wit a certain house situated on the South East quarter of section one in Township nine North in Range two West in said County of Warren being the same house now occupied by said Robert Fletcher and that by the terms of the agreement between said Robert Fletcher and said James Clayton in regard to said tenancy said Robert Fletcher was to occupy said house for two days from and after said 2d day of March and at the end of said time was to give up and surrender the possession of the same to said James Clayton and that after the termination of said time for which said house was let to said Robert Fletcher he the said Robert Fletcher wilfully and without force held over and still continues in possession of the same without permission of said James Clayton notwithstanding demand has been made in writing by the said James Clayton upon the said Robert Fletcher to quit and deliver up possession thereof to said James Clayton and that said James

Clayton is now Lawfully entitled to the possession of said house
We therefore command you to summon the said Robert Fletcher to appear before the said David C Riggs J.P. aforesaid at his office in Roseville in said County of Warren on the 13th day of May inst at 10 O.C. A.M. of said day to answer said complaint and have you then and there this precept.
Given under my hand & seal this 6th day of May A.D. 1861

David C. Riggs (Seal)

Served by leaving a copy of the within at the place of abode of Robert Fletcher May 8th 1861

R. W. Jones. Const.

Fees 40 cts

James Clayton
vs
Robert Fletcher } May 6th 1861

Suit brought for forcible entry & detainer on the on the affidavit of James Clayton and Summons issued to Const Jones to serve Returnable May 13th inst at 10 o'clock A.M. Summons returned indorsed served by leaving a copy at the place of residence of the

said Robert Fletcher May 18th 1861
the parties apeared and the defendant
by his Counsel moved to dismiss for the
insufficiency of the notice which motion
was sustained and the suit dismissed
at the plaintiffs cost, taxed at one dol-
lar and forty cents

David C Riggs J. P.

And the witness testified that the foregoing
Complaint and Warrant was the Complaint
and warrant in said cause

The Complamant then called Philip
Darr who testified that he was collector
for Township Nine North of Range 2
West in Warren County Illinois for the taxes
of the year 1866 that Robert Fletcher paid
taxes on the South East Quarter of Sec-
tion one (1) in that Township to him
as collecter for that year in January
or February 1866. The defendants admit-
ted that they had been served with no-
tice in writing to produce the tax
receipts for said land for the years
1850 1851 1852 1853 1855 1856 & 1864 more
than ten days before this Term of Court
to be used by Complainant on the trial
of this cause and were now requested

to produce the same by complain and
that defendant failed to do so.
The de

The ~~defendant~~ complainant then called
William J Thompson as a witness who
testified that he was the clerk of the County
court of Warren County and Keeper of the
records of that court That the papers
and records hereinafter introduced
were a part of the records of that court
the Complainant then introduced in
evidence the following records being
the same brought in by witness and
testified to by him, to wit.

1 Collectors book for the taxes of year 1858
as follows to wit

Patentee	Present Owner	Acres	T N R W	Value per acre	Total Val.	State	Co.	R.R.	2	Jurs	Schl.	Sld	Total	
Nicholas Reynolds		40	SE SW	1	4	160	56	32	32	32	3	2	157	10 SW SE SW by J B Smith 10 a pt SE SW R Jewell 88
Lewis Wagner		160	S.E.	1	4	640	224	128	128	128	12	6	626	A. D. paid by alphens Lewis
John Murphy	R. Murphy Admr	161 66	NE	2	6	~~968~~ 966	338	194	194	194	19	10	950	E Smith

The defendant objected to the reading of last
column so far as the same intended to show
who paid taxes on ~~the land~~ said land and
the same was ruled out by the court
against objections of complainant the resi-
due of record was read in evidence

2 Collectors book for the taxes of the year 1851 as follows.

Lands Listed for Taxes in Year 1851

Patentee	Present owner	No acres	Description	value per acre	total val.	State tax	Co. tax	Rd tax	2 mill tax	Dues tax	Schl tax	B. & tax	total tax	
N. Berry heirs	George Schuster	6 ~~20~~	N½ SW SW¼	5	30	11	9	3	6	.01			30	Suf pd by A. G. Pierce
Lewis Wagner	Robert Fletcher	160	SE¼	4	640	224	152	64	128	.21		13	6.42	pd Receipt had
John Murphy	R Murphy Admr	160 1/100	NE	2	6	952	339	194	194	194	19	10	9.50	E Smith

The same objections were made as before and the same ruling by the court and the same portions read in evidence as before

3 Collectors Book for the taxes of the year 1852 as follows to wit

Lands listed for Taxes in Year 1852

Patentee ~~H Berry~~	Present owner	No acres	Description	val per acre	total val	State tax	Co. tax	Rd tax	Schl tax	total			
N Berry heirs	E. Smith	10	NE. NW. SW¼	6	60	36	24	6		66			Pd Jan 15 E Smith
Lewis Waggoner	Robert Fletcher	160	SE¼	5	800	4.88	3.20	80		888			R. Fletcher
John Murphy	Asa Capps	22 51/100	Part W½ NE¼	3	68	41	27	.07		75			Pd Feb 24 Asa Capps

The same objections were made as before and the same ruling and the same portion read in evidence

4 Collectors book for taxes of each of the years 1853 1854 1855 1856 & 1857 as follows

Lands listed for taxation in year 1853

In whose name	Sub division of Sec	Sec	Town	Range	acres	Val $	State & Co tax	Rd tax	Total tax	Remarks by whom paid
Ephraim Smith	NE NW SW	1	9N	2W	10	80	.72	8	80	E Smith Apl 12
Robert Fletcher	SE.	1	"	"	160	1120	10.08	1.12	11.20	(R)
Asa Capps	Mid pt W½ NE	2	"	"	22½	135	122	13	135	A Capps Feb 4

Lands Listed for Taxation in the year 1854

In whose name	Sub division of Sec	Sec	Town	Range	Acres	Value	State & Co tax	Road tax	School tax	Town tax	Total tax	Remarks by whom paid
Ephraim Smith	NE. NW. SW.	1	9N	2W	10	80	63	8		4	75	Ephraim Smith Feb 14th 55
Robert Fletcher	SE	1	"	"	160	1120	888	1.12		56	1056	S
Asa Capps	Mid Pt W½ NE	2	"	"	22½	135	106	11		7	1,24	Asa Capps Feb 2d 1855

Lands Listed for Taxation 1855

In whose name listed	sub-division of Sec.	Sec.	Town	Range	Acres	Value	State & County tax	Road tax	School tax	Town tax	Total tax	Remarks By whom paid &c
Philip Darr	SW NW SW¼	1	9N	2W	~~160~~ 10	~~1600~~ 100	~~14.88~~ 98	10		8	1,06	P Darr Feb 15 1856
								4		~~.48~~	~~15.36~~	~~Robert Fletcher Jan 1 1856~~
Robert Fletcher	SE.	1	"	"	160	1600	14.88	4		.48	15.36	Robert Fletcher Feb 15 1856
Sarah Ray	Lot 4 E½ NE	2	"	"	11.58	170	1.58	17		.5	180	Sarah Ray Jun 17 1856

Lands listed for Taxation in the year 1856

In whose name listed	Sub division of Sec	Sec	Town	Range	Acres	Value	State & Co. tax	Road tax	Town tax	Tax	Total Tax	Remarks by whom paid &c
Ephraim Smith	NE NW SW	1	9N	2W	10	150	1,47	30	.06		1,83	Feb 6th E Smith
Robt Fletcher	SE	1	"	"	160	1400	15.68	3,20	.64		19.52	Feb 11th Robt Fletcher
Asa Capps	Mid pt W½ NE	2	"	"	22.50	225	2.20	45	.09		2,74	at Asa Capps Apl 8/57

Lands listed for Taxation in the year 1854

In whose name listed	Sub division of Sec	Sec	Town	Range	Acres	Value	State & County Tax	Special Road Tax	Town tax	Road Tax	Total Tax	Remarks by whom Paid
E. Smith	N.E. N.W. S.W.	1	Et	2W	10	114	1.03	.12	.05	pd	1.20	paid by E Smith
Robert S Fletcher	S.E.	1	"	"	160	2038	17.53	2.04	.81	3.20	23.58	a R. S. Fletcher pd
Asa Capps	16 pt W½ N E	2	"	"	22 50/100	262	2.30	.26	.10	45	311	a R Sold

To which and each of which the same of sections were made as before and the same rulings and the same parts read in evidence

5 Collectors Book for the year 1858 as follows except as to payment of Taxes to wit

Lands listed for Taxation in the Year 1858

In whose name listed	Sub division of Sec	Sec	Town	Range	Acres	Value	State & Co Tax	Road tax	Town tax	Total Tax	Remarks by whom paid & C.
			Et	2W							
E Smith	N.E. N.W. S.W.	1	"	"	10	114	1.14	24	.05	1.46	paid E. Smith
Robert S Fletcher	S.E.	1	"	"	160	2038	20.38	4.08	.82	25.28	paid by G.W. Savage
Asa Capps	16 Pt W½ N.E.	2	"	"	22 50/100	262	2.62	.40	.09	311	Asa Capps paid

which was read in evidence

6 Affidavit & notice attached & acknowledgment of service therein by Robert S Fletcher made by George W Savage as follows to wit

State of Illinois
Warren County } ss

George W. Savage assignee of Robert S Fletcher being duly sworn says that on the 10th day of February A.D. 1854 he served a notice on Robert S Fletcher of which the following is a copy

"To Robert Fletcher: Sir you will please take notice that you did on the 4th day of May A.D. 1855 purchase at the tax sale held in the Court house in the City of Monmouth County of Warren and State of Illinois a certain tract of land for the taxes & cost due said County & State for the year A.D 1854 to wit 160 acres, One hundred and sixty acres S.E.1 9N. 2W and that on the 1st day of January A.D. 1854, for value received you assigned said certificate to the undersigned and that the time for redemption will expire immediately after the expiration of the term of two years from the date of the said sale and I shall be entitled to a deed unless the said land be redeemed according to law Monmouth February 10th 1855.

George W. Savage.

(On the back as follows)

I accept service of the within notice this February 10th 1855. Robert Fletcher"

The said Robert Fletcher being in possession of the said land and to whom said land was listed at the date of said sale & notice to wit 160 acres South East Quarter of Section 1 in Township (9) nine North of Range two (2) west in Warren County Illinois George W Savage

Subscribed & Sworn to before me this 2d
day of Jan 1860 E S Downey Clerk
E S D
all of which the witness testified were
a part of the records of his office

The complainant then called George E
Ormsby who testified that a year or two
ago a man was driving a horse along
by the depot in Monmouth where witness
and Robert Fletcher was standing. Fletcher
said there was a horse I left with
George W Savage to be returned when
called for by me afterwards Savage
sold the horse without any authority
Savage has swindled me Fletcher used
other harsh language as to Savage

The Complainant then offered in evidence
the following contract which had been
produced under the order of the Court
by defendants to wit
Article of Agreement made and entered
into this 12th day of May A.D. 1854 between
Stewart Mower & Co. of Galesburg Illinois
of the first part & Robert Fletcher of Warren
Co Illinois of the second part Witnesseth
That the said parties of the first part have
this day sold to the said party of the second

part and to his heirs and assigns the patent title to a certain piece or parcel of land lying and situate in said County of Warren and known and described as the South East Quarter of section No. one (1) in Township no nine (9) North and range ~~one~~ two West of the fourth principal Meridian for the sum of seven hundred dollars to be paid as follows to wit, One carriage to be delivered at Galesburg aforesaid at one hundred and sixty dollars the same to be delivered within twenty days from date of these presents Forty dollars on or before the first day of October A.D. 1864. Two hundred and fifty dollars on or before the first day of January A.D. 1869 with interest upon said sum ~~of~~ at the rate of six per cent per annum and upon the delivery of a quit claim deed by the said party of the first part conveying said patent title clear and straight by the records warranting and defending against any other patent title said second party is to give his promissary notes for the above mentioned sums as aforesaid

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written

Stewart Morrer & Co [L.S.]
Robert Fletcher [L.S.]

(No 18)

and inasmuch as said testimony and proof was offered upon trial and does not appear of record the same is now reduced to writing and certified as a part of the record herein under the hand and seal of the Court

C. B. Lawrence (Seal)

Filed Nov 25th 1863

Wm Lafferty Clerk

State of Illinois } Warren Circuit Court
Warren County } October Term AD 1863

Robert Cameron
vs
George W Savage &
Robert Fletcher

Be it remembered that upon the trial and hearing of said cause the Defendants offered the following evidence orally to the Court —

1 The Defendants called B.T.C Hubbard as a witness who being duly sworn was presented with the part of the letter attached to the Cross interrogatories to be put to — Persons by Defendants and the witness having read the same which is as follows to wit:—

"or we will convey our interest to the 12 quarter sections for three hundred dollars as you offered last fall that will include the lot in Warren Co of Course - It is very difficult to get the heirs here to agree on anything - there is now a man down here from your State of Illinois that has been to some of the heirs & made them an offer for our ~~title~~ interest in the 12 lots which is better than the offer to you - but as there is at ~~action~~ ~~pending~~ present an action pending in Court its no more than just that you should have the offer previous to consenting to any sale to the one man who wants to purchase the lands write

me soon & oblige Yours

Marcus Persons"

Stated that he had seen that letter before, when he saw it it was whole - that George W Savage one of the Defendants Showed it to him on one occasion about April 1861 when Savage was about going to New York - the Defendants then proposed to have the witness testify as to what was said by Savage at the time, to which Complainant objected because the conversation was in connection with the letter and Defendants should not be allowed to present the part of the same to the Witness mutilated as it was and then ask what was said in regard to the whole letter

The Court thereon interrogated the witness and the Witness said that the conversation was about and in connection with the letter and that at that time it was not mutilated

The Court thereupon refused to allow the Witness to testify as to said conversation unless Defendants produced the whole which was not done and Defendants Excepted.

2. The Defendants then Called Ephraim S. Swinney who being duly sworn said that to correct his Statements in his Answers to the Coops interrogatories No. from 21 to 36 in his Deposition taken in this cause, that he did not mean to be

understood as saying that the assignment of certificate therein mentioned and the notice and acceptance of service by Fletcher, and affidavit for deed by Savage were all made and Executed at the same time but that these papers some of them were before him at different times and at one time these papers were all before him at one time to wit: at the time the affidavit for deed was made -

3 The Defendants then offered in Evidence the following Judgment of March T. 1860 for $771.12 and interest, and Execution issued on the same

George W Savage
vs
Robert Fletcher
} Ad Damnpsit

This day came the said Plaintiff by George W. Savage his attorney and the said Defendant being three times solemnly called, come not nor comes any one for him to defend this suit but he makes default herein. It is therefore considered and ordered by the Court that said Plaintiff have judgment by default against the said Defendant for his damages herein -

And it appearing to the Court that this suit was brought upon an instrument of writing for the payment of money only and that the damages of said Plaintiff in this case rests in computation, it is therefore ordered by the Court that the Clerk assess, compute and report the said damages. Whereupon the Clerk proceeded to make the assessment and computation

aforesaid, and reported to the Court the sum of ($771.12) Seven hundred & Seventy one & 12/100 Dollars as the amount of the Plaintiff damages herein which assessment and computation upon examination by the Court, appearing to be just and correct, is by the Court approved and allowed.

It is therefore considered ~~by~~ and ordered by the Court that the said Plaintiff have and recover of the said Defendant the said sum of (771.12) Seven hundred and Seventy one & 12/100 Dollars being the amount of the damages assessed and computed as aforesaid, together with his costs and charges herein expended, and that he have execution therefor against said Defendant.

State of Illinois
Warren County } ss. The People of the State of Illinois
To the Sheriff of said County. Greeting:

We command you, That of the goods and chattels, lands and tenements of Robert Fletcher Defendant in your County, you cause to be made the sum of Seven hundred & Seventy one & 12/100 Dollars, which George W. Savage lately in the Circuit Court of said Warren County, at a Term thereof begun and held at Monmouth in said Warren County, on the third Monday of March AD 1860 on the 20th day of said Month said Plaintiff recovered against the said Defendant and which

by the said Court was adjudged to the said Plaintiff for damages. And also the further sum of Five & 80/100 Dollars which were adjudged to the said Plaintiff for costs and charges in that behalf expended, whereof the said Defendant doth Stands convicted as appears to us of on Record. And have you these moneys ready to render to the said Plaintiff for damages and costs aforesaid, and make return of this Writ with an endorsement thereon in what manner you shall have executed the same, in ninety days from the date thereof.

Witness William Lafferty Clerk of the said Court, and the Seal thereof at Monmouth in said County, this 13th day of July AD 1860

Wm Lafferty Clerk

"Received this Execution this 13th day of July AD 1860. at 6 Oclock and 15 Minutes P M

Seth Smith Sheriff
By Jas A Smith Deputy"

State of Illinois } ss
Warren County }

By virtue of the within and foregoing Execution and process I have levied on about six (6) acres of corn more or less & three (3) acres of potatoes being the entire crop of the Defendant, said crop is on the Old Cameron farm in the Town of Cameron, also one prairie plow now near Berwick on the farm occupied by James Clayton. Taken as the property

of Robert Fletcher this 13th day of July AD 1860
Seth Smith Sheriff of W. C.
By Jas A Smith Deputy
"the property above levied on and sold"
"This judgment is entitled to a credit for one bay mare at one hundred & twenty five Dollars May 31st 1860."
"Rec'd the above of Sheriff Geo. W. Savage"
"I return this Execution by order of the Plaintiff this day April 13th 1861
Seth Smith Ex Sheriff"
"Filed April 13th AD 1861 Wm Lafferty Clerk"

4 Deed from J. C. Scroggs & wife to Geo. W. Savage dated March 13. 1861 which is as follows—

"This Indenture made this thirteenth day of March in the year of Our Lord one thousand Eight hundred and Sixty one Between Joseph C. Scroggs and Lizzie his wife of Galesburg Illinois of the first part and George W. Savage of Warren County and State of Illinois of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of Six Hundred Dollars lawful Money of the United States of America to them in hand paid by the party of the second part the receipt of which is hereby acknowledged have Remised, Released, Conveyed and Quit Claimed and by these presents, do Remise Release ~~and~~ Convey and Quit claim, unto the said party of the second

part. and to his heirs and assigns forever all the Estate right title interest, claim and demand which the said party of the first part have in and to a certain tract or parcel of Land Situate lying and being in the County of Warren and State of Illinois, Known and described as follows. viz: The South East quarter of Section One (1) in Township Nine (9) North of Range two (2) West of the fourth Principal Meridian Together with all and singular, the hereditaments rights, privileges and appurtenances thereto belonging or in any wise appertaining, To have and to hold the said premises as above described, unto the said party of the second part his heirs and assigns forever

In Testimony Whereof, the said parties of the first part have hereunto set their hands and Seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Joseph C. Scroggs [L.S.]
Lizzie Scroggs [L.S.]

State of Illinois } ss
County of Knox }
City of Galesburg }

I, Josias Grant a Notary Public for said City ~~in and~~ for said City in and for said County, and for the State aforesaid Do hereby certify, that Joseph C. Scroggs and Lizzie Scroggs his wife who are personally known to me as the same persons whose name are subscribed to the above instrument, as having

executed the same, appeared before me this day in person, and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth

And Lizzie Scroggs wife of the said Joseph C. Scroggs having been by me made acquainted with the contents of said deed, and being by me examined separate and apart from her said husband; acknowledged that she had executed the same, and had relinquished her dower to the premises therein conveyed, voluntarily, freely and without any compulsion of her said husband, and do not wish to retract.

Given under my hand and Notarial Seal this thirteenth day of March in the Year of Our Lord One Thousand Eight Hundred and Sixty-one

Josias Grant
Notary Public

No. 24596

State of Illinois } Circuit Clerk's Office
Warren County }

I William Lafferty Clerk of the Circuit Court in and for the County of Warren and State of Illinois, and Ex officio Recorder of Deeds in said County do hereby certify, that the annexed instrument of writing was filed for record in my office on the 13th day of March AD 1861

at 1. oclock P. M. and has been duly recorded with the accompanying Certificate in Vol. 33 of Deeds on page 463

In Witness Whereof, I have hereunto set my hand and the seal of said Court at Monmouth, the day and year above written

Wm Lusby Clerk and Ex Officio Recorder
By L O Fourtellotte Deputy

1 Sheriffs Deed from Seth Smith to Geo W. Savage dated Jany 17. 1860

Know all men by these presents. That Whereas at the May term 1855 of the County Court of Warren County a judgment was obtained in said Court, in favor of the State of Illinois and against the following described Tract of Land Situated in the said County of Warren and State of Illinois, viz. 160 acres South East qr. of Section One (1) in Township Nine (9) North of Range Two (2) West of the fourth Principal Meridian in Warren County and State aforesaid for the sum of Eleven dollars and Eleven cents being the amount of Taxes, interest and costs, assessed upon said Tract of Land for the year 1854: And Whereas, on the 14th day of May AD 1855, Jas. W Butler Treasurer of the County aforesaid by virtue of Sale aforesaid issued out of the County Court of the County aforesaid, dated the 12th day of May AD 1855 and to the Treasurer of said

County directed, did expose to public sale, at the door of the Court House, in the County aforesaid in conformity with all the requisitions of the Statute in such case made and provided, the tract of Land above described, for the satisfaction of the judgment so ordered as aforesaid: And Whereas at the time and place aforesaid, Robert Fletcher of the County of Warren and State of Illinois having offered to pay the aforesaid sum of Eleven Dollars and Eleven cents, for the tract of Land above described which was the least quantity bid for, the said tract of Land was stricken off to him at that price. And Whereas Robert Fletcher on the first day of January AD 1857, did assign all his right title & interest in said certificate of Purchase unto George W. Savage.

Now Therefore I Seth Smith Sheriff of Warren County for and in consideration of the said sum of Eleven dollars and Eleven cents to the Treasurer of said County as aforesaid, in hand paid by the said Robert Fletcher at the time of the aforesaid sale, and by virtue of the Statute in such case made and provided have Granted Bargained and Sold, and by these presents do Grant Bargain and Sell unto the said George W. Savage his heirs and assigns the above described tract of Land

viz: 160 acres South East qr. of Section One (1) in Township nine (9) North of Range two (2) West of the fourth Principal Meridian in Warren County and State aforesaid. To have and to hold unto him the said George W Savage his heirs and assigns forever: subject however, to all the rights of redumption provided by Laws

In Witness Whereof I Seth Smith Sheriff as aforesaid by virtue of the authority aforesaid, have hereunto subscribed my name and affixed my seal this 17th day of January AD 1869

Seth Smith (L.S.)

Sheriff of Warren County Illinois

State of Illinois }
Warren County } ss

I certify that on the 25th day of January in the year of our Lord, One Thousand Eight Hundred and Sixty personally appeared before me Wm Lafferty Clerk of the Circuit Court of said County aforesaid Seth Smith Sheriff of said County of Warren who is personally known to me, the said Clerk, to be the identical person whose name is subscribed to the foregoing deed, as having Executed the same, and acknowledged that he executed said deed for the uses and purposes therein mentioned

(L.S.)

In Testimony whereof, I have hereunto subscribed my name and affixed the

of said Court the day above written -
Wm Lafferty Clerk

No 22967
State of Illinois }
Warren County } Circuit Clerks office

I William Lafferty, Clerk of the Circuit Court in and for the County of Warren and State of Illinois, and Ex Officio Recorder of Deeds in said County, do hereby certify that the annexed Instrument of Writing was filed for record in my office on the 1st day of February AD 1860 at 10 oclock A.M. and has been duly recorded with the accompanying Certificates in Vol. 32 of Deeds on page 549.

L S

I witness whereof I have hereunto set my hand and the seal of said Court, at Monmouth, the day and year above written
Wm Lafferty Clerk and Ex Officio Recorder
by J O Fowlerton Deputy

8 Deed from James I B Stapp State Auditor dated Feby 9. 1835 to Russell Persons.

The Auditor of Public Accounts of the State of Illinois. To all to whom these presents shall come Greeting: Know ye. That whereas. I did on the 11th day of January AD 1833 at the Town of Vandalia, in conformity with the requisitions of the several acts in such cases made and provided, expose to Public sale a certain tract of land lying the South East

quarter of Section One, Township Nine North in Range Two West of the 4th Principal Meridian, for the sum of Two Dollars and Sixty two Cents, being the amount of Tax for the year 1832 with Interests and Costs Chargeable on said Tract of Land; And whereas, at the time and place aforesaid A Townsend offered to pay the aforesaid sum of Money for the whole of the said Tract of Land which was the least quantity bid for, and the said A Townsend has paid the sum of Two Dollars and Sixty two Cents, into the Treasury of the State: I have Granted, Bargained and Sold, and by these presents, as Auditor of the aforesaid State Do Grant, Bargain and Sell the whole of South East quarter of Section One in Township Nine North in Range two West of the 4th Principal Meridian, to Russell Pirsons Asignee of A Townsend his heirs and assigns: To have and to hold, said Tract of Land to the said Russell Pirsons and his heirs forever; Subject however to all the rights of redemption provided by Law.

In Testimony of which, the said Auditor, has hereunto subscribed his name and affixed his Seal this 9th day of February 1835. James T. B. Stephens Auditor

No. 25177

State of Illinois }
Warren County } Circuit Clerks Office

I. William Lafurty Clerk of the Circuit Court in and for the County of Warren and State of Illinois, and Ex Officio Recorder of Deeds in said County, Do hereby certify, that the annexed Instrument of Writing was filed for record in my office on the 5th day of Sept AD 1861 at 10 Oclock A.M. And has been duly recorded with the accompanying Certificate in Vol. 34 of Deeds on page 137

In witness whereof, I have hereunto set my hand and the seal of said Court at Monmouth the day and year above written

W Lafurty Clerk and Ex Officio Recorder
By P. O. Courtlettotte Deputy

10 Deed from George N Short & wife & Marcus Persons & wife to Geo. W. Savage Dated May 19th 1861

This Indenture, Made this Sixteenth day of April in the year of our Lord One thousand Eight hundred and Sixty one between George N. Short and Sarah his wife, Marcus Persons and Sally Ann his wife of the Town of Manchester, County of Ontario & State of New York of the first part and George W. Savage of Warren County of the State of Illinois of the second part. Witnesseth, That the said party of the first part, in consideration of the sum of One hundred and Eighty dollars each to them in hand paid by the said party of

the second part, the receipt whereof is hereby confessed and acknowledged, hath bargained Sold remised, and Quit Claimed; and by these presents do bargain sell remise and quit Claim unto the said party of the Second part and to his heirs and assigns forever all those several lots or parcels of Land Situate in the State of Illinois Known and Described as quarter Sections of Land by certain Numbers and figures on the Sectional Map of said State of Illinois and there being twelve quarter Sections and to contain One hundred and sixty acres each and are described according to the survey as being in the Military Bounty Tract and designated as follows to wit:

W W 9.	14 N.	6 E.	N W 8	11 N.	4 E
S W 9.	14	6 E	S W 17	7 N	1 W
S W 1.	5 S.	3 W.	N E 8	4 N.	2 W
S W 21.	15 N	7 E.	S E 26.	7 N	2 W
N E 22	1 S.	2 W	S E 1	9 N	2 W
N E 19	12 N	8 E	N E 11	1 S.	6 W

Said twelve quarter Sections of land formerly belonging to Russell Persons now deceased and the said Sarah Short & Marcus Persons being heirs at Law & next of Kin to said Russell Persons & hereby convey by Quit Claim all their interest being the one sixth each as their being sig heirs to said above described lands and the said George W. Short & wife & said Marcus Persons & wife also conveys the other sixth or Shares

said discribed lands it being the right & interest conveyed to them jointly by Esther M Edson One of the Heirs of Russell Persons aforesaid dec'd & Hiram Edson her husband by Quit Claim Deed bearing date May 15th 1849. Together with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appurtaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof and all the Estate right title interest claim and demand whatsoever, of the said party of the first part, either in Law or Equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances. To have and to hold the said twelve quarter sections or their interest as heirs to Russell Persons to the said party of the second part his heirs and assigns to the sole and only proper benefit and ~~benefit~~ behoof of the said party of the second part his heirs and assigns forever

In witness whereof the party of the first part hath hereunto set their hands and seals the day and year first above written

Sealed and Delivered in presence of

Geo N. Short L.S.
Sarah Short L.S.
Marcus Persons L.S.
Sally Ann Persons L.S.

State of New York }
Ontario County } ss

On this 19th day of April in the year One thousand

Eight hundred and Sixty one before me the subscriber personally appeared George W Short and Sarah his wife to me Known to be the same persons described in, and who executed the within instrument, and acknowledged that they executed the same. and the said Sarah Short on a private Examination separate & apart from her said husband acknowledged that she Executed the same freely without any fear or Compulsion of her said husband

Marcus Persons
Notary Public in & for said County

State of New York
Ontario County ss On this Nineteenth day of April in the year One thousand Eight hundred and Sixty one before me the subscriber personally appeared Marcus Persons and Sally Ann Persons his wife to me Known to be the same persons described in, and who executed the within instrument who severally acknowledged that they had Executed the same: And the said Sally Ann Persons on a private Examination by me ~~separate~~ apart from her said husband acknowledged that she Executed the same freely and without any fear or Compulsion of her said husband

Hiram Rockefeller
Justice of the Peace in & for
Said County

State of New York
Ontario County Clerks Office ss

I Elnathan W. Simmons, Clerk of said County, and also Clerk of all Courts of Record thereof, Do hereby certify that Hiram Rockefeller whose name is Subscribed to the certificate of the proof or acknowledgment of the annexed instrument was at the date of said certificate a Justice of the Peace in and for said County, and duly authorized to take the same: that I am well acquainted with his handwriting, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine: And I further certify that said Instrument is Executed and proved or acknowledged according to the Laws of this State

In witness whereof, I have hereunto set my hand and affixed the seal of said County and said Courts this 30th day of August AD 1861

E W Simmons Clerk

State of New York }
Ontario County Clerks office } ss I Elnathan W. Simmons Clerk of said County, and also Clerk of all courts of Record thereof Do hereby certify that Marcus Persons whose name is Subscribed to the certificate of the proof or acknowledgement of the annexed instrument, was at the date of said certificate a Notary Public in and for said County and duly authorized to take the same: that I am well acquainted with his handwriting, and verily believe the Signature to the said certificate of proof

or acknowledgement to be genuine: and I further certify that said instrument is executed and proved or acknowledged according to the laws of this State

In Witness Whereof. I have hereunto set my hand and affixed the seal of said County and said Courts, this 30th day of August AD 1861.

E W Simmons Clerk

No 25043

State of Illinois }
Warren County } Circuit Clerk's Office

I. William Lafferty, Clerk of the Circuit Court in and for the County of Warren and State of Illinois and Ex Officio Recorder of Deeds in said County Do hereby certify that the annexed instrument of Writing was filed for record in my office on the 19th day of July AD 1861 at 10 oclock A.M. and has been duly recorded with the accompanying Certificates in Vol. 34. of Deeds on page 90

In Witness Whereof. I have hereunto set my hand and the seal of said Court at Monmouth, the day and year above written

W Lafferty Clerk and Ex officio Recorder
By T. A Fowlkkotte Deputy

11 Deed from Russell Persons & wife & Enos C. Sheldon & wife to George W Savage dated April 18th 1861

This Indenture made this Eighteenth day of April in the year of our Lord One thousand Eight hundred and Sixty one between Russell Persons and Margaret A. his wife of Hopewell Ontario County New York and Enos C. Sheldon of Canandaigua in said County and Ruth his wife of the first part, and George W Savage of Warren County in the State of Illinois of the second part

Witnesseth, That the said party of the first part in Consideration of the sum of ($300.00) Three hundred Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged have bargained sold remised and quit Claimed and by these presents do bargain sell remise and quit Claim unto the said party of the second part and to his heirs and assigns forever All that certain tract or parcel of Land to wit. Twelve quarter sections of One hundred and Sixty acres each be the same more or less lying and being in that part of the State of Illinois known as the Military Tract and described in the survey of said Tract as follows

160 acres NE 22 18. 2W. — 160 acres SW 1. 5S. 3W
160 acres SE 11 18. 6W — 160 acres SW 17 7N 1W
160 acres NE 8 4N. 2W — 160 acres SE 26 7N 2W
160 acres SE 1 9N 2W — 160 acres NW 9. 14N 6E
160 acres SW 9 14N 6E — 160 acres SW 21. 15N 7E
160 acres NE 19 12N 8E. and 160 acres NW 8. 11N 4E

being the same premises conveyed by Jesse Townsend to Russell Parsons late of Manchester Ontario County New York deceased and it is hereby intended to convey the interests of Russell Parsons and Ruth Sheldon parties of the first part in the said premises as heirs at law of the said deceased Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversions and reversions remainder and remainders, rents, issues, and profits thereof and all the Estate right title interest claim and demand whatsoever of the said party of the first part either in Law or Equity of, in and to the above bargained premises, with the hereditaments and appurtenances, To have and to hold the said premises every part thereof to the said party of the second part his heirs and assigns, to the sole and only proper benefit and behoof of the said party of the second part his heirs and assigns forever.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written

Sealed and delivered in presence of

Chas E Emery as to Sheldon & wife
H Metcalf do do

Walter Marks } as to Parsons
George R Emery } & wife

Russell Parsons L.S.
Margaret A Parsons L.S.
Enos B Sheldon L.S.
Ruth Sheldon L.S.

State of New York }
Ontario County } ss On this Eighteenth day of
April in the year One
Thousand Eight Hundred and Sixty one before me
the subscriber, personally appeared Enos C.
Sheldon and Ruth Sheldon his wife to me
known to be the same persons described in
and who executed the within instrument and
acknowledged severally that they executed the
same. And the said wife Ruth Sheldon on a
private examination by me apart from her
said husband acknowledged that she Executed
the same freely and without any fear or compulsion
of her said husband Chas. E Emery
Notary Public of said County

State of New York }
Ontario County } ss On this Eighteenth day
of April in the Year One
Thousand Eight Hundred and Sixty one before
me, the subscriber, personally appeared Russell
Persons and Margaret A. Persons his wife to me
known to be the same persons described in
and who Executed the within instrument who
severally acknowledged that they executed the
same: And the said wife Margaret A Persons
on a private examination by me apart from
her said Husband, acknowledged that she
executed the same freely, and without any
fear or compulsion of her said husband.

Walter Wanks
Justice of the Peace for Ontario County

State of New York }ss
Ontario County Clerks Office }

I. Elnathan W. Simmons, Clerk of said County and also Clerk of all courts of Record thereof Do hereby Certify that Chas E Emery whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument was at the date of said certificate a Notary Public in and for said County, and duly authorized to take the same: that I am well acquainted with his handwriting, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine: And I further certify that said instrument is executed and proved or acknowledged according to the laws of this State.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said County and said Courts this 30th day of August AD 1861 E. W. Simmons Clerk

State of New York }ss
Ontario County Clerks Office }

I. Elnathan W. Simmons Clerk of said County and also Clerk of all Courts of Record thereof, Do hereby certify that Walter

Marks whose name is subscribed to the certificate of the proof or acknowledgement of the annexed instrument was at the date of said certificate a Justice of the Peace in and for said County, and duly authorized to take the same: that I am well acquainted with his handwriting, and verily believe the signature to the said certificate of proof or acknowledgement to be genuine; And I further certify that said Instrument is executed and proved or acknowledged according to the laws of this State

In Witness Whereof, I have hereunto set my hand and affixed the seal of said County and said Courts, this 30th day of August A.D. 1861

E W Simmons Clerk

No. 25042

State of Illinois }
Warren County } Circuit Clerks office

I William Lafferty Clerk of the Circuit Court in and for the County of Warren and State of Illinois and Ex Officio Recorder of Deeds in said County Do hereby certify, that the annexed instrument of Writing was filed for record in my office on the 19th day of July A.D. 1861 at 10 oclock A.M. and has been duly recorded with the accompanying Certificate, in Vol. 34. of Deeds on page 88.

In Witness Whereof I have hereunto set my hand and the seal of said Court at

Monmouth, the day and year above written

W Lafferty Clerk and Ex officio Recorder

by L O Courtellotte Deputy

12 Defendants then offered the following tax receipts to wit

State of Illinois } Clerks Office County Commissioners
Warren county } Court, Monmouth December 17 1838

Received of Russell Persons the sum of Two dollars and 97 cents being the amount of Tax interest and cost due the State of Illinois, and for Tax and cost due the County of Warren on the following tracts of land for the year set forth

Acres	½ or ¼ Section	Township	Range	Year	State Tax, Int. and Cost	Road Tax	Total
123	SE 1.	9 N.	2 W.	1838	123. 2.05½	91½	2.97
				Elijah	Davidson	Clerk	

State of Illinois } Collectors office
Warren County } Nov 15th 1839

Received of Russell Persons the sum of Three Dollars and Sixty cents being in full for State and County Tax on the following land, for the year set forth

Acres	Description	Year	Value	Rate	State	County	Total
160	SE 1. 9 N. 2 W.	1839	720	½ pct		.	3.60

Asa F. M. Butler Col. W. C. Ill

State of Illinois }
Warren County } Collectors office March 1. 1841

Received of Russell Persons Four dollars and 80 cents, in full of State and County Tax due on the following described tracts of land for the year

250

1840, as below set forth.

Acres	Description	Yrs. Tax due	Value	Rate per ct	Tax
160	SE 1. 9 N. 2 W.	1840	960	1/2	4.80

Asa H. Butler Col.

State of Illinois }
Warren County } Collectors Office Monmouth. May 17. 1842

Received of Russell Persons Six Five dollars and 82 cents, in full of State County and Road Tax, due on the following described tracts of land, for the year 1841, as below set forth

Acr's	Description	Yrs Tax	Value	Rate P. ct	Tax St. & Co.	Road	Total
160	SE 1. 9 N. 2 W.	1841	960	1/2	4.86	.96	5.82

M. H. S Berry Col. W. C. Ills

State of Illinois }
Warren County } Collectors office, Monmouth June 24. 1843

Received of R. Persons Two Dollars and Ninety Eight cents, in full for State, County, and Road Tax due on the following described Tracts of land for the year 1842 as below set forth.

Acres	Description	Year's Tax	Value	Rate per cent	Tax State & Co	Road	Total
160	SE 1. 9 N. 2 W.	1842	640	"	"	"	2.98

Truman D Allen Collector

State of Illinois }
Warren County } Collectors office Monmouth, March 29th 1844

Received of Russell Persons Three Dollars and Twenty cents, in full for State, County, and Road Tax due on the following described Tracts of lands. for the year 1843. as below set forth.

Acres	Description	Years Tax	Value	Rate per cent	Tax State & Co	Road	Total
160	SE 1. 9 N. 2 W.	1843	640	50	—	—	3.20

John Brown. Collector

State of Illinois
Warren County } Collectors office. Monmouth Jany 8 1845

Received of Mrs R Parsons Two Dallars and 80 cents in full of State and County tax, due on the following described Tracts of lands, for the year 1844 as below set forth

Acres	Description	Year	Value	Rate	Tax
160	SE 1. 9 N. 2 W.	1844	560	50	280

John Brown Collector

State of Illinois
Warren County } Collectors Office Monmouth 6 June 1846

Received of Mrs R. Person Three Dallars and 84 cents in full of State, County, Road, and School tax due on the following described Tracts of Land for the year 1845 as below set forth:

Acres	Description	Years Tax	Value	Tax
160	SE 1. 9 N. 2 W.	1845	640	3.84

John Brown Collector

Collectors office. Monmouth July 8th 1859

Received of George W Savage the sum of Forty two Dallars and four ten cents being the amount of Tax and costs due the State of Illinois and County of Warren, on the following tracts of land for the year 1858.

Acres	Description	Valuation	Tax and Cost
1	W pt. Lot 3. S W. 17. 9 N 3 W.	300.	3.68
5	" 2 W/2 N E 23. 12 N. 1 W.	19	.40
35	Mid pt W ex S/2 NW. 1 9 N. 1 W.	753	11.67
5	Lot 4 of Lot 7. SE 13 10 N. 1 W	41	1.11
160	SE 1. 9 N. 2 W	2038	25.28 / 42.14

A.S. Gilbert Collector

Collectors Office Monmouth April 14. 1860
Received from Geo W. Savage the sum of Twenty (20) Dollars and Nine (.09) Cents being the amount of Tax and Cost due the State of Illinois and County of Warren on the following tract of land, for the year 1859.

Acres	Description	Section	Township	Range	Valuation	Tax & Cost
160	SE	1	9 N	2 W.	1152.	20.09

D Babcock Treas & Collector No 6.

Collectors Office Monmouth June 8 1861
Received from George W. Savage the sum of twenty two (22) Dollars and Ninety Eight (98) Cents being the amount of Tax and cost due the State of Illinois and County of Warren, for State, County, School, Road and Special purposes, on the following tract or lot of land for the year 1860

Acres	Description	Section	Township	Range	Valuation	Tax and Cost
160	SE	1	9 N	2 W.	1152	18.75
40	SE NW	30	10 N	2 W	164	4.23 / #22.98

Dasur Babcock Treasurer and County Collector

Collectors Office, Rasville Jan. 28th 1862
Received of George W. Savage the sum of fifteen

dollars and fifty one cents, being the amount of tax and costs due the State of Illinois and Warren County on the following track of Lands for the year 1861

Acres	Description	Valuation	State & Co. Tax	Town Tax	School Tax	Road and Bridge Tax	Road Tax	R.R. Tax	Total Tax
160	SE 1. 9 W. 2 W.	1120.	896	56	179	230	67	123	$15.51

Philip Darr Collector

Treasurers office Monmouth March 27 1863
Received of Geo. W. Savage the Sum of Sixteen (16) Dollars and 95 Cents being the amount of tax and cost due the State of Illinois and County of Warren, for State, County, and Township purposes, on the following real Estate, for the year 1862

Acres	Description	Section	Township	Range	Valuation	Tax and Cost
160	SE	1	9 N	2 W.	960	$16.95

D Babcock Treasurer and Ex officio Collector

13 The Defendants then offered in Evidence the Declaration and Notice in Ejectment as follows Viz:
United States of America,
Northern District of Illinois } ss

United States Circuit Court,
July Term AD 1860

David S Mercer who is a citizen of the State of Pensylvania by E W. Hazard his Attorney, Complains of James Clayton who is a citizen of the State of Illinois in a plea of trespass and Ejectment: For that whereas, heretofore, to wit: on the first day of July in the year Eighteen Hundred and Sixty (AD 1860) at and within the

County of Warren and State of Illinois, the plaintiff was possessed of his own demesne, in fee simple of a certain tract or parcel of land, with the appurtenances, situate in the County of Warren in the State of Illinois, and described as follows, to wit: The South East quarter of Section One (1) in Township Nine North and Range Two (2) West of the fourth (4th) Principal Meridian which said premises exceed in value the sum of five hundred dollars, and which the said plaintiff claims, in fee simple. And the said Plaintiff being so possessed thereof, the said Defendant afterwards to wit: on the same day and year last aforesaid, entered into the said premises and ejected the said Plaintiff therefrom, and from the time last aforesaid has unlawfully withheld and does now unlawfully withhold from the said Plaintiff the possession thereof, to the damage of the said Plaintiff of the sum of Five Hundred Dollars, and therefore he brings Suit, etc. E W Hazard Atty for Plaintiff

To James Clayton

The above named Defendant:

You are hereby notified that the Declaration, with a copy of which you are now herewith served, and to which this notice is attached will be filed in the Circuit Court of the United States for the Northern District of Illinois, on the 10th day of September AD 1860, and that

upon filing the same a rule will be entered requiring you to appear and plead to the said Declaration within twenty days after the entry of said rule: and that if you neglect so to appear and plead, a judgment by default will be entered against you, and the Plaintiff will recover possession of the premises specified in said declaration.

Dated this 1st day of August AD 1860.

E. W. Hazard Atty for Plaintiff

To the introduction of which Complainant objected, but the Court admitted the evidence to be considered by the Court in connection with the other Evidence in the case and to have such weight as the Court might think it entitled to in deciding the case

The foregoing, together with the Depositions on file of said defendants, & the cross interrogatories in Complainants Deposition, and the Complainants Evidence, Depositions & oral Evidence already certified and filed was all the Evidence in the case

And inasmuch as the foregoing was given orally before the Court the same is now reduced to writing & certified by the Court as a part of the Record herein under his hand

C. B. Lawrence Seal

"Filed April 16th 1864

Wm Lapsley Clk"

State of Illinois
Warren County } ss

Pleas before the Honorable Charles B Lawrence Judge of the tenth Judicial Circuit of the State of Illinois, in Chancery sitting in and for the County of Warren and State of Illinois, At a Circuit Court began and held at the Court House in Monmouth on Monday the 16th day of March in the year of our Lord one Thousand eight hundred and Sixty three,

Present Hon Charles B Lawrence Judge
James N Stewart States attorney
David C Riggs Sheriff
Wm Lafferty Clerk

Robert Cameron
vs
Robert Fletcher & George W Savage } Creditors bill

And afterwards to Wit, on the 24 day of March A D 1863, the following order was entered upon the records of our said Court which is as follows to Wit

Robert Cameron
vs
Robert Fletcher & George W Savage } Creditors Bill

This day came the

defendants by their Attorney and withdraws his demurrer filed herein. And leave is given to the said defendants to answer herein by tomorrow morning

And afterwards to Wit: on the 27th day of March AD 1863 the following order was entered upon the records of our said Court which is as follows to wit:

Robert Cameron
Vs
Robert Fletcher & George B Savage } Credetors bill

Ordered by the Court that this cause be continued until the next term of this Court

And afterwards to Wit. on the 10th day of November AD 1863 at the regular October term of said Court began and held on the 26th day of October AD 1863 an order was entered upon the records of our said Court which is as follows to Wit

Robert Cameron
Vs
Robert Fletcher & George B Savage } Credetors Bill

This day came the Plaintiff by his Attorney and on his motion the defendant is ruled to produce letters and Contract

And afterwards to Wit on the 18th day of November AD 1863 the following order was entered upon the records of said Court which is as follows to Wit!

Robert Cameron
vs
Robert Fletcher & George W Savage } Credetors bill

This day again this Cause coming on to be heard on the Bill Answer Replication and proofs. And after hearing the same the Court takes the same under advisement and to decide the same in Vacation and decree to be entered as of this term. with leave to either party to file Certificate of Evidence in Sixty days after notice of decree,

And afterwards to Wit. at the regular March term of the Piatt County Circuit Court the following decree was made and entered of record in the foregoing Cause which is as follows to Wit!

State of Illinois } In Circuit Court
Piatt County } March Term AD 1864

Robert Cameron
vs
Robert Fletcher & George W Savage } Credetors Bill

And now at this term of this Court this Cause Coming on to be heard on the bill answer in said Cause & Replication

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of Complaint and the proofs of the said Complainant and the said defendants, And the Court having heard all the Evidence and the arguments of Counsel for said Complainant and said defendants at the October Term AD 1863 and the Court having taken the same under advisement, And it appearing to the Court that the Evidence offered on the part of said Complainant fails to sustain and maintain the allegations in said Complainants bill. It is therefore ordered and decreed by the Court that said Cause and said Complainants bill be dismissed at the Costs of the said Complainant without prejudice however and that said defendants have and recover of said Complainant all their Cost in this behalf expended and have execution therefor, And that the parties hereto have Sixty days from this date to prepare and file Exceptions and Certificates of Evidence

Dated March 23d AD 1864

C B Laiorence

Filed March 28th 1864

Wm Lafferty Clerk

State of Illinois }
Warren County }

I Wm Lafferty Clerk of the Circuit Court in and for said County in the State aforesaid do hereby certify that the above and foregoing is a true copy of the record and proceedings in the foregoing case as fully as the same appears from the files and records now in my office

In Testimony whereof I have hereunto set my hand and affixed the seal of our said Circuit Court at my office in Monmouth this 18th day of April AD 1864

Wm Lafferty Clerk

#254 hgf

Fees $5.00

Paid by Complainant

Robert Cameron
v
George W. Savage &
Robert Fletcher

Supreme Court
of Illinois
April Term A.D. 1864

Error to Warren

And now comes said Robert Cameron plaintiff in error in said cause and says that in the proceedings decision judgment & decree of the said Circuit Court aforesaid in said record & cause there is manifest error & injustice which he assigns the following to wit

1 The court erred in refusing to allow defendants to produce documents in their possession & read in evidence.

2 The court erred in refusing proper testimony on part of plaintiff in Error

3 The court erred in allowing

improper evidence on part of defendants

4 The court erred in entering a decree dismissing the bill

5 The court erred in not rendering a decree in favor of ~~complt~~ plaintiff in error according to the prayer of the Bill & ~~for~~ subjecting the land described in the bill to the order to satisfy his judgment ~~& decree~~ also against Savage for the amount of personal [illegible] land covered [illegible] to sell & for the costs of said land & said Savage ~~against the said~~ said Plaintiff in error thereby ~~that said decree shall be reversed~~ that said decree shall be a final decree in this court according to ~~equity & good~~ the prayer of the bill in said cause & equity & good conscience

A. G. Kirkpatrick
for Plaintiff in Error

And Defts in Error by their Atty say there is no such Error

Glenn Cook & Campbell

Filed Apl. 20. 1864.

Leland

Clk.