

12372

No. \_\_\_\_\_

# Supreme Court of Illinois

Smith, Imp.

---

vs.

Reynolds.

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71641  7



State of Illinois  
Sixth Judicial Circuit, &c.  
Carroll County

Be it remembered that  
heretofore to wit to the September  
Term of the Circuit Court of Carroll  
County and State aforesaid in the year of  
1857 on the Chancery side of said Court  
the Hon. Jas. C. Wilkinson presiding the  
following Summons in Chancery was  
issued in the case Henry Reynolds  
against Henry Smith, Lucinda Smith  
and Samples M. Jurney, to wit:

State of Illinois }  
Carroll County } ss The people of the State of  
Illinois To the Sheriff of said  
County Greeting: We command you to  
summon Henry Smith and Lucinda  
Smith and Samples M. Jurney if to be  
found in your County personally to be  
and appear before the Judge of our Circuit  
Court to be holden in and for the said  
County and State at the Court House in Mt.  
Carroll on the 22<sup>nd</sup> day of the present month  
of September 1857 to answer the matters and  
things contained in a certain bill in Chancery  
exhibited against them by Henry Reynolds  
in our said Court on the Chancery side thereof;  
and further to do and receive whatever the said  
Court may then and there consider in this behalf  
And this they shall in no wise omit.  
And have you then and there this writ.  
Witness J. P. Emmert Clerk  
of our said Court and the



Seal of the same at Mount Carroll  
this 10th day of September  
E.L. } A.D. 1857  
J.P. Emmert, Clerk

which summons is endorsed as follows.  
"Served the within writ on the within  
named Henry Smith and Lucinda  
Smith by giving each a certified copy of  
the within Sept 12<sup>th</sup> 1857. Rollin Wheeler Sheriff  
the within named S.W. Jurney not found  
in our County Sept 1857  
Rollin Wheeler Sheriff."

Also at the time of issuing the summons  
aforesaid the following writ was issued  
to the Sheriff of Ogle County, Illinois  
to wit:

State of Illinois)  
Carroll County )ss.

The People of the State of  
Illinois To the Sheriff of Ogle County,  
greeting: We command you to summon  
Samuel W. Jurney, if to be found in  
your County in your County personally  
to be and appear before the Judge of our Circuit  
Court to be holden at the Court House in  
Mount Carroll on the 22<sup>nd</sup> day of the present  
month of September 1857 to answer the matters  
and things contained in a certain bill in Chancery,  
exhibited against him by Henry Reynolds,  
in our said Court, on the Chancery side thereof,



of Illinois.

Your Orator Henry Reynolds of the County of Carroll and State of Illinois humbly complaining sheweth unto your Honor that the said defendants Henry Smith and Sample N. Journey the said Smith being then & now a resident of said County and said Journey then being a resident of said County combining and confederating together to cheat and defraud your Orator in the premises, by the said Sample & Journey at and within said County of Carroll did on or about the Eleventh day of June One thousand Eight hundred and fifty with the knowledge & consent of S. Smith make with your Orator a certain verbal agreement as follows to wit: Your Orator was to and did pay then to said Journey fifty dollars for which said Journey gave his receipt a copy of which is hereto attached and marked Letter "A" which your Orator prays be taken as part of this bill and within a short time next thereafter (not exceeding four months) to pay the further sum of Six hundred dollars upon the payment of which said sum of Six hundred dollars by the said Journey agreed to take and receive from your Orator your Orators promissory note for one hundred Dollars, payable within One Year from the said Eleventh day of June 1850 making in all the sum of Seven hundred & fifty dollars and at the time of the said payment of the said sum of Six hundred dollars to procure and deliver to your Orator from the said Henry Smith and his Wife a good and sufficient Warranty Deed in law in fee simple with

Amended Bill



against incumbrances duly executed and  
acknowledged by said Smith for the following  
lots pieces or parcels of land situated in said  
County of Carroll and known and described as  
follows to wit, <sup>amendment comes in here</sup> the East half of the South West  
quarter of Section Number nine, the East half  
of the North West quarter of said Section number  
nine; and the equal undivided one half of the  
South East quarter of Block number five, situated  
in the South East quarter of Section number  
Sixteen as the <sup>said</sup> last mentioned lot No. five  
is platted and recorded in the Recorder's office  
of said <sup>Carroll</sup> County, all of said land lying and  
being in the township number twenty three  
North Range number Seven East of the  
fourth principal Meridian, the said lot  
number five being a timbered lot the  
amount of which said land and lot together  
Comprised and amounted to one hundred  
and sixty five acres.

And your Orator further avers  
that within the time agreed upon as  
first above set forth for the payment of  
the said sum of Six hundred Dollars, your  
Orator not only paid upon said contract  
for said land to said Jurney and said  
Smith with the express direction request  
and consent of both said Smith & Jurney  
before sufficient title to said <sup>land</sup> took actual  
possession of said land soon after the making  
said contract with said Jurney to wit, <sup>upon or about</sup> June 11<sup>th</sup> 1850  
and cultivated and raised thereon a crop of grain  
consisting of Oats, Corn, Wheat and held possession

X.  
here insert  
amendment

+  
here insert  
amendment  
2 no



Amended Bill - And that afterwards to wit  
on the first day of July A.D. 1850 the said  
Complainant and the said Jurney did agree  
upon the said Complainant taking the East half  
of the said South East quarter of said Block  
number five in said Section Sixteen instead  
of the undivided half of the said South East  
quarter of said Block number five of all of which  
the said Henry Smith was cognizant and that  
the said description in the said answer is correct  
as the contract was finally made & consumma-  
ted as aforesaid.

Amended by agreement of parties on  
the 13<sup>th</sup> October A.D. 1852

in name of the Crown of the



of said land until obliged to relinquish  
the same by the acts of the <sup>sd</sup> Smith

And your Orator further  
avows that some time prior to the agreement  
as herein first above mentioned to wit June  
11<sup>th</sup> 1850, that the said Journey & Smith made  
an agreement by which it was agreed between  
them that said Journey was to sell and convey  
to said Smith certain houses and lots in the  
Town of Elizabeth County, of Joe Davis  
Illinois in consideration of which said  
agreement he the said Smith was to sell  
and convey the land heretofore described  
to said Journey the said land so agreed  
to be conveyed to said Journey being the  
same which said Journey agreed to convey  
to your Orator as aforesaid.

And your Orator further avers &  
charges it to be true that prior to the said  
11<sup>th</sup> day of June 1850, he the said Smith  
wrongfully and unjustly combining and  
confederating with the said Journey to  
cheat and defraud your Orator in the  
premises he <sup>sd</sup> Smith in the presence and hearing  
of him the said Journey stated to your Orator  
that said land so contracted for by your  
Orator was free and clear of all incumbrances  
except a mortgage of two hundred & twenty five  
dollar which mortgage the said Smith then  
agreed if your Orator purchased or made  
a contract with said Journey for he said Smith



would pay cancel & discharge, and also said  
Smith then stated & agreed that he would  
fully carry out and perform and convey said  
land in strict pursuance of and with any  
agreement which your Orator might make  
with said Journey relative to said land or  
any part or portion of it, whereas in  
truth and in fact he the said Smith at  
that time last aforesaid well knowing  
the premises but combining and confeder-  
ating with the said Journey by false and  
fraudulent representations intending to  
deceive and defraud your Orator in the  
premises had some time prior to said  
11<sup>th</sup> day of June 1858 Executed a Mortgage  
upon the said land so agreed to be conveyed  
to your Orator for a large sum of to wit  
for about the sum of three thousand dollars  
to one Van H. Higgins, which said Mortgage  
was at the time of the making said false  
and fraudulent representations by him  
the said Smith in full force and unpaid  
and unsatisfied of Record and was at  
said time duly recorded in the Recorder's office  
in and for said Carroll County and a lien  
and incumbrance upon said land so  
contracted for your Orator all of which he  
the said Smith well knew but of all of  
which your Orator was ignorant and had  
no knowledge but was deceived therein  
by the said false and fraudulent <sup>representations</sup> of said Smith  
so made as last aforesaid. And your Orator  
further avers that said land is now valuable



and in the belief of your Orator it is worth at this time about two thousand Dollars

And your Orator further avers that said Jurney left this State about one year since and has not returned and is now a resident of California and has no property real or personal within the limits of this State to the knowledge or belief of your Orator.

And your Orator further avers that he has never procured or received said deed for said land so contracted for with said Jurney, although your Orator has often requested the same and has fully and in all respects complied with his said agreement relative to said land and your Orator has notwithstanding the payment of the aforesaid sum of money no title thereto.

In tender consideration whereof and forasmuch as your Orator has no remedy except in a Court of Equity where matters of this ~~kind~~ sort are properly cognizable and returnable to the end thereof that the said defendants herein and each of them may be summoned by this Honorable Court upon their respective corporal Oaths full true and perfect answers to make to each and all of the allegations, matters, statements and things herein contained as fully and particularly as though the same were here repeated and they and each of them particularly interrogated thereto and particularly that They and each of them answer



and set forth whether any such contract or agreement was made with <sup>by</sup> your Orator with the journey, or the purchase of said land and if so a description of the same as is herein before alledged setting forth particularly all you or each of you know relative thereto, and whether or not the said payments were made by your Orator upon said contract for the sale of said land to your Orator or what payments to whom when and where were the respective amounts of the same whether said receipts were given by said S. M. Journey and Henry Smith as herein above set forth and whether said Order upon said Herts was given by your Orator and was paid as herein alledged, whether said contract was made or what contract between said S. M. Journey and Henry Smith in relation to the Exchange of Real Estate between them as is alledged or what Real Estate was so exchanged and upon what terms and conditions and whether said representations were made by said H. Smith on or about the said Eleventh day of June 1850 or any other time and what the same were in relation to said land so contracted for by your Orator being unincumbered except by said two hundred and twenty five Dollars Mortgage whether said Smith on the said 11<sup>th</sup> day of June and before or after and if so at what time represented to your Orator that he was the owner in fee simple or had the right to convey said Land



20 Contracted for by your orator and what  
representations and when were the same  
made by said Smith relative to the right  
of said Journey to make said contract with  
your orator whether the said Smith received  
of your orator the said sum of four hundred  
dollars and agreed as herein set forth to  
make to your orator a good and sufficient  
deed for said land, whether said note  
of \$400 was executed by your orator as is  
alleged and said \$400 tendered to said  
Smith, whether said Smith ever executed  
and delivered to your orator the said  
deed for said land and whether the possession  
of said land or any part was had by your  
orator & when had & how long by your  
orator and any crops and what crops were  
raised thereon by your orator after said  
Eleventh day of June, and that said Smith  
may answer, set forth and disclose how much  
there is lawfully due upon said mortgage to  
said Higgins of principal & interests and that  
he said Smith may by the decree of this  
Honorable Court be decreed at his own  
proper costs to make execute acknowledge and  
deliver to your orator a good and sufficient  
Warranted deed in fee simple of all encumbran-  
ces to the said land so contracted for by your  
orator with said Journey on or about the said  
11<sup>th</sup> day of June with such sum therein  
recited as a consideration as to your orator  
here. Honor shall seem meet, <sup>or &c</sup> or that the said



den inest  
agreement  
32

Smith and Jurney or either of them by decree of this  
Honorable Court at the option and election of your  
Orator be decreed to pay unto your Orator  
the said sum of Seven hundred and fifty  
Dollars with all interest costs and damages  
accruing thereon by reason the said fraudu-  
lent & false representation of said Smith  
and his failure to convey said land to your  
Orator alledged herein and that your Honor  
may make such further Order or decree in the  
premises as to your Honor shall seem  
meet and shall be agreeable to Equity  
and good conscience and your Orator as  
in duty bound will ever pray

W. J. Miller +  
E. Southwick Solr. for  
Compt<sup>r</sup>

Copy of receipt signed by said S. M. Jurney  
referred to in the foregoing bill of complaint  
as being marked letter A, to wit:

"A"  
\$50.00 Rec<sup>d</sup> of Edward Reynolds Fifty Dollars  
to apply on a certain contract made for 165  
One hundred and sixty five acres of Land  
which is understood by the parties this  
June 11<sup>th</sup> / 50  
(Signed) S. M. Jurney  
"B"

Copy of order referred to in the foregoing bill  
drawn by said Henry Reynolds upon Saml<sup>e</sup>  
Hert as being mark letter B. —  
Mr Saml. Hert, Sir, Please pay to S. M.  
Jurney or order Two hundred dollars and



the same shall be applied on a certain  
note now in my possession and by so  
doing you will confer a favor on  
Elk Horn Grove Ill.

June 23<sup>rd</sup> 1850 } Signed Henry Reynolds  
Copy of Endorsement on the  
back of said order to wit: - "the within  
Excepted and paid to S. M. Jurney June  
23<sup>rd</sup> 1850 Brookville, Ogle Co. Ill."

Signed Samuel Herb  
per Daniel Herb.

Copy of receipt signed by the said Defendant  
H. Smith refers to in the foregoing bill for  
Hrs marked letter "C" to wit:

Rec<sup>d</sup>. of Henry Reynolds Four hundred  
Dollars which is to apply on a certain pur-  
chase of Land by said Reynolds of S. M.  
Jurney which I agree to see is arranged  
according to a certain agreement made  
between said parties.

July 7<sup>th</sup> 1850 Signed H. Smith  
Copy of said Note referred to in said bill  
of complaint marked letter "D" to wit:  
~~400~~ On or before the twenty third day of  
August next for value received I promise  
to pay S. M. Jurney or bearer forty Dollars  
with ten per cent interest from date.

Elk Horn Grove Ill. Aug 23<sup>rd</sup> 1850

(Signed and curant) Henry Reynolds

which said bill as originally filed and  
amended bill as refiled is endorsed as



follows: to wit:

"Henry Reynolds;

"Henry Smith & Wife

"& S. M. Journey

} Bill in Chancery

"Filed September 10<sup>th</sup> 1851"

"J. P. Emmert Clerk"

"Refiled January 30<sup>th</sup> 1852"

"J. P. Emmert Clerk"

also at the September Term 1851 of said Circuit Court on the 22<sup>d</sup> day of said month of September there appear upon the records of said Court the following Entry to wit:

86 Henry Reynolds

" Henry Smith

Lucinda Smith &

Samuel M. Journey

} Refiled in Chancery

And now at this time it is ruled by the Court that the Defendants in this Suit plead by Wednesday Morning.

Afterwards to wit on the 24<sup>th</sup> September 1851 came the Defendants and filed the following of Record to wit:

Separate Demurrers of Henry & Lucinda Smith.



Henry Smith  
 Lucinda Smith  
 S. M. Jurney  
 at  
 Henry Reynolds

In Chancery—  
 In the Circuit Court  
 of Carroll & Ill., To the  
 Sept Term A.D. 1857

The separate demurrer of  
 Henry Smith, to the Bill of Henry Reynolds:  
 The said  
 Henry Smith comes and demurs to the said  
 bill and says that the said Reynolds has not  
 presented such a case as entitles him to relief  
 in Equity, wherefore the said Smith prays  
 judgment whether he shall be compelled  
 to make any other or further answer thereto,  
 and that he may be hence dismissed with  
 his costs.

W. Weigley  
 Solr. for Sft Smith

Henry Smith  
 Lucinda Smith  
 S. M. Jurney

In Chancery  
 In the Circuit Court of Carroll  
 County, Ill. To the Sept Term A.D. 1857

The separate Demurrer of Lucinda  
 Smith to the bill of Henry Reynolds: The  
 said Lucinda Smith, in her own proper person  
 comes and demurs to the said bill, and says that  
 that the said Reynolds has not presented such  
 a case as entitles him to relief, in equity; wherefore  
 the said Lucinda Smith prays judgment whether  
 she shall be compelled to make any other  
 or further answer thereto; and that she may  
 be hence dismissed with her costs.

Lucinda Smith



which said Demurrers are endorsed as  
follows: to wit:

Henry Reynolds vs Henry Seth et al.  
In Chancery.

Separate Demurrers of H. & Lucinda Smith.  
Filed September 24<sup>th</sup> 1857  
J. P. Emmert Clerk.

And afterwards to wit: on the 27<sup>th</sup> day  
of September 1857 at the September  
Term aforesaid upon the Records of  
said Court appears the following Entry to wit:

Henry Reynolds

Henry Smith, Lucinda  
Smith & Samples W. Jurney

} Petition in Chancery

And now at this time  
the Court sustains the Demurred of Lucinda  
Smith, also of Henry Smith. Whereupon  
on motion of Complainant, leave is granted  
him, to amend his bill, by striking out  
name of Lucinda Smith & otherwise as  
he may be advised; on motion of  
complainant's Attorney it is ruled by the  
Court that Defendants plead in 60 days  
from service of notice of <sup>their</sup> filing of amended  
bill. It is now Ordered by the Court  
That Samples W. Jurney be called, and  
he being three times called, but came  
not, whereupon it is ordered by the Court  
that Judgment by Default be entered  
against him. It is further Ordered that this



cause be continued as to Henry & Lucinda Smith at said Complainant's cost. Whereupon it is considered by the Court that said Complainant pay all the costs of continuance in and about this suit expended and that Execution issue therefor. &c —

And afterwards to wit: on the 12th day of April 1852 at the April Term, upon the Records of said Court appears the following Entry to wit:

|                  |                        |
|------------------|------------------------|
| Henry Reynolds   | } Petition in Chancery |
| " "              |                        |
| Henry Smith,     |                        |
| Lucinda Smith &  |                        |
| Samuel M. Jurney | }                      |

And now at this day on motion it is ordered by the Court that the Order of last term, entering the default of Samuel M. Jurney, be vacated and on said motion leave is granted to said Complainant to amend service of summons as per publication against said Samuel M. Jurney, and thereupon the Complainant files his amended bill and on his motion it is ordered by the Court that the defendants answer as per stipulations of parties filed and it is further ordered that this cause be continued generally to the next term of this Court.







the said verbal agreement in said bill of complaint alleged or any agreement whatever, and deny that this defendant & said journey or this Defendant & any other person combined or confederated to injure & defraud the said complainant or any other person of or concerning any of the matters & things in said bill alleged, - and expressly deny that said alleged verbal agreement on or about the said Eleventh day of June A.D. 1850 or at any other time was made with the knowledge & consent of this Defendant or that this Defendant has any knowledge or information of it, except in the manner & time hereinafter alleged -

2 And this Defendant further answers expressly avers and admits that long prior to the said Eleventh day of June A.D. 1850, and upon the 30<sup>th</sup> day of January A.D. 1850 & from that time up until the filing of this answer that this defendant was & has been the owner in fee simple of the tracts & parcels of land in the said bill described, and also other tracts lying contiguous thereto, to wit: The West half of Section nine (9) and the South East quarter of Block Number five (5) in Section number Sixteen (16) in Township number Twenty three (23) North of Range number Seven (7) East of the fourth principal Meridian & situate in said County of Carroll - which said



description includes & Embraces the land  
in said bill described

3 And this Defendant further  
answering admits that sometime prior  
to the 11<sup>th</sup> day of June A.D. 1850, this Defendant  
and said Jurney made an agreement by  
which said Jurney covenanted & agreed to  
Convey to this Defendant certain Lots  
with all the improvements thereon situate  
in the Town of Elizabetts County of Goddard  
& State of Illinois and that in consideration  
thereof this Defendant was to convey to said  
Jurney the land and premises therein, last  
above described, a copy of which said agree-  
ment by & between this Defendant and  
said Jurney is herunto annexed (Marked  
A and) expressly referred to and made a part  
of this answer as if herein fully & at large  
set forth - And that said agreement is the  
only one made and entered into by &  
between this Defendant & said Jurney  
and that said Agreement was duly recorded  
in the Recorder's office in the County of  
Goddard in Book E of Deeds on page  
463.

4 And this Defendant further answering  
Expressly denies, and avers it to be entirely  
untrue, that this Defendant, prior to said  
11 June 1850 or at any other time, combining  
& confederating with said Jurney to cheat  
& defraud said Complainant; stated in the  
presence <sup>or hearing</sup> of said Complainant that said land  
above described or any of them was free & clear



from all incumbrances except a Mortgage  
of two hundred and twenty five dollars,  
or that this Defendant made any agreement  
to cancel and discharge any Mortgage other  
than is contained in said agreement as  
as aforesaid made & entered into between  
this Defendant and said Jurney, but this  
Defendant has at all times been ready  
& willing to make a deed for said land  
in said agreement specified and described  
upon the terms conditions & stipulations  
in said agreement contained - and  
Expressly denies & avers to be untrue that  
this Defendant at any time stated that  
he would carry out or perform or convey  
said land in said Bill described or any of  
them in strict pursuance of any agree-  
ment which said agreement Complainant  
might make with said Jurney, relative to  
said land or any of them, but that this  
defendant at all times to said Jurney & said  
Reynolds, insisted on all his rights & all the  
stipulations & conditions in said agreement  
the copy of which is herewith annexed  
Marked "A." - True it is that this Defendant  
always asserted himself to be the owner  
in fee simple of said land & this defendant  
avers the same to be true.

5 This Defendant further answering  
admits it to be true that sometime prior to  
the 11<sup>th</sup> day of June A.D. 1850, to wit, on the day  
of A.D. this Defendant Executed



A Mortgage upon divers tracts of land amounting in all to about Six Hundred Acres & worth about the sum of Five thousand Dollars, to Saml. Higgins Esq. to secure the payment to the latter of about three thousand Dollars (to be paid in Three Equal payments, the first of which became due in or about the month of July 1850 and was shortly afterwards paid & liquidated.) and that said Mortgage was in full force & unpaid in whole or part on the 11<sup>th</sup> June 1850 and that the same was duly recorded in the Recorder's Office in the County of Carroll & State of Illinois as will more fully & at large appear reference being thereunto had for more certainty and this Defendant admits that said Mortgage included the Land in said Bill described & was a lien & incumbrance thereon, but this Defendant Expressly denies any and all fraud in the said Bill alleged of and concerning said Mortgage and denies any suppression of the facts concerning the same or any false or fraudulent representations or concealments of the ~~stat~~ facts concerning the same, but this defendant Expressly called the attention of said Complainant to the incumbrances upon the land and inquired of him if he knew the same was so incumbered about the 23<sup>rd</sup> day of June 1850 & this Defendant always believed that said Reynolds knew the



exact situation of the said land - from that time if not prior thereto.

6 And this Defendant admits that said land in said Bill described are valuable, but in the judgment & opinion of this defendant they are not worth two thousand, but this Defendant would estimate the same at about one thousand dollars, and believes the same would not bring more on sale.

7 And this Defendant further answering says that prior to or at the time of the agreement or arrangement between said Reynolds & said Jurney (whatever the same was & of which this Defendant has no personal knowledge) concerning the purchase of any of the lands contained in said Article of agreement hereunto attached marked "A" this defendant had no knowledge or information whatever of any intention on the part of said contracting parties, to make any contract relating to the same, but some four or five days afterwards (probably a week or may be as much as ten days after) this Defendant was informed by some neighbor or person, not now remembered that said Jurney & Complainant had made a trade for the two Eighty Acre tracts in said bill described, or entered into some contract concerning the same, but this Defendant did not then learn from his said informant



or any other person at that time the terms & conditions of said agreement or arrangement between said Jurney & said Complainant, this defendant supposing & believing the same to be based upon the fulfilment by said Jurney of the stipulations & conditions in said agreement marked A & hereto annexed, contained, and that that was the first time this Defendant had any knowledge or information relating to any contract or arrangement between said Reynolds & said Jurney of or concerning the said land or any of them.

8 And this defendant further answering says that he had no knowledge of the receipt bearing date June 11<sup>th</sup> 1850 signed S. M. Jurney, a copy of which is annexed to the Complainant's bill & has now no recollection of any information of or concerning the same except from after conversating of the parties & except as informed by said bill of the Complainant, & this defendant has no recollection of having at any time seen said receipt.

9 And this Defendant further answering says that on or about the 23<sup>rd</sup> June 1850 (and at a time when this Defendant learnt from said Complainant that said Complainant had very shortly before then given an order to said Jurney on said Samuel Herb) this Defendant for the first time, had a conversation with said Complainant concerning the agreement between the



Called & said Journey, - that this defendant  
did not make any previous statements  
to said Complainant or any previous  
representations to him of & concerning  
said lands or any of them so contracted  
for by said Journey but that on or about  
said 23<sup>rd</sup> day of June 1850 said Reynolds  
for the first time informed this Defendant  
in general terms of an agreement he had  
made with said Journey but did not  
enter into the particulars & details, but  
mentioned the price as about seven hundred  
Dollars, stated that said Journey informed  
said Complainant that, this Defendant  
would make him a deed for the lands  
right off & that this defendant then and  
there fully explained to said Complainant  
the nature & conditions of the  
agreement between this defendant  
& said Journey, being the agreement a  
copy of which is herewith attached and  
informed & represented to said Complainant  
that the property of said Journey in said  
agreement mentioned situate in said  
Town of Elizabeth County of Jo Davies  
& State of Illinois was ~~incumbered~~  
by a judgment against said Journey for  
favor of Alexander Young for a large sum  
of money & that said lots in Elizabeth had been  
sold on an Execution issued on said Judgment  
and would have to be redeemed by said Journey



Before he could deed to this defendant -  
and that until this defendant received the  
said deed of said Elizabeth Lots according to  
said agreement that this Defendant would  
make a deed neither to said Jurney nor  
to any one else at his request & this Defendant  
then & there stated to said Complainant  
that said Jurney had never mentioned to  
this defendant any contract of sale between  
said Complainant & said Jurney (which  
this Defendant avers to have been true)  
and that until this Defendant received said  
Deed from said Jurney for said Elizabeth  
Lots, this defendant would do nothing  
towards conveying or parting with the  
title to said lands in said Carroll County.  
And that this defendant never at any time after-  
wards made to said Complainant any  
representations or statements differing from  
the statements & representations last  
aforesaid and never at any time agreed  
to waive the performance of the conditions  
precedent in said agreement between  
this defendant and said Jurney on the  
part & behalf of said Jurney to be done  
& performed, before this Defendant could  
be called on to execute to said Jurney  
or any one at his request a deed for  
all or any of said lands in said agree-  
ment described, as situate in said County  
of Carroll but this defendant expressed that  
he has always felt a willingness to execute  
deed to said Jurney or any one else at request



of said Journey, according to the terms & stipulations of said agreement & whenever the same was fulfilled by said Journey.

10 And this Defendant further answering expressly denies & states to be untrue, that on or about the 7<sup>th</sup> day of July 1858, that this defendant combined & confederated with said Journey to cheat or defraud said Complainant in the premises & for that purpose met at the house of said Complainant, as is in said Bill of Complaint falsely in that behalf alleged. True it is that this Defendant said Journey and said Complainant on or about said 7<sup>th</sup> day of July 1858 met at the house of said Complainant for a few minutes the said Journey & this Defendant being then passengers on their way to the City of Galena in said County of Jo Daviess, in the Stage & alighted from the Stage at the house of said Complainant for a few minutes - that a few days prior to said interview at the house of said complainant he & said Journey both informed this Defendant, that said Complainant had agreed to let said Journey have four hundred dollars more on their agreement concerning the land and that said Journey was to apply the same to the redemption of the Elizabeth Lots from said sale on said Judgment so as aforesaid rendered.



in favor of said Alexander Young, & that  
said parties were desirous of having  
this Defendant, take the same to Galena  
(learning that this defendant then intended  
to go to the City of Galena on the business)  
& this Defendant promised as an accommo-  
-dation to the parties to see that said money  
was applied, according to the agreement &  
understanding of said Reynolds & Turney,  
and that when the said Complainant &  
said Turney & this Defendant met at  
the said house of said Reynolds, it  
was in pursuance of said previous  
& for the purpose of having said four  
hundred Dollars carried to Galena  
& paid said Young, on the redemption  
of said Lots said Turney assuring  
said Complainant & this Defendant  
that he had other moneys which together  
with said four hundred dollars would  
fully redeem said Elizabeth Lots & enable  
this Defendant & said Turney to consummate  
said Exchange of lands - and this defendant  
expressly denies that it was then & there agreed  
that this Defendant wished to raise some money  
or that this Defendant or said Turney in the  
presence or hearing of this defendant requested  
said Complainant to pay to this Defendant  
the said sum of four hundred dollars or  
any other sum to be applied as so much  
further payment on said Contract between  
said Turney and said Complainant - and  
expressly denies that this defendant or said



said Jurney to the knowledge of this Defendant made any assurance pledge or agreement to & with said Complainant that if said Complainant would pay or advance to this Complainant said four hundred Dollars upon said Contract for said land that this Defendant within few days next thereafter make, execute, acknowledge or deliver to said Complainant a good & sufficient Warranty Deed in fee simple, or any Deed whatever conveying said lands or any of them to said Complainant, either with or without relinquishment of dower by the Wife of this Defendant - or that the Complainant made such advancement of four hundred Dollars upon or relying upon any such promises or undertakings of this Defendant either separately or jointly made with said Jurney. True it is that said Complainant at said interview at his house on said 7th day July 1850 paid & advanced to said Jurney the sum of four hundred Dollars upon said contract or agreement between said Jurney and said Complainant & that this Defendant took the charge & custody of the same at the request of the said parties made a few days prior thereto as hereinbefore set forth and for the purposes there alleged & with the sole intent of accommodating said parties & seeing that said money should be applied as part redemption of said



Elizabeth Lots at the request of both of said parties - And true it is said Surney then being present wrote a receipt a copy of which is annexed to said Complainant's Bill and the same was signed by this defendant, but this defendant expressly denies that by said receipt he agreed to fulfil & carry out the said contract so as in the said Bill alleged to have been made by & between said Complainant and said Surney relative to said land, or any other agreement except the agreement & understanding so as aforesaid alleged to have been made a few days prior to said seventh of July, and this defendant expressly avers that said four hundred dollars was a payment of that sum by said Reynolds on the purchase made by said Reynolds of said Surney; and this defendant at the time of the payment of said four hundred dollars, in pursuance of said previous understanding agreed to see it arranged in part redemption of said Elizabeth Lots, according to the agreement made between said Surney & said Reynolds to that effect & that this defendant only took the charge of the same for the accommodation of the parties & to see that it was so applied in part redemption of said Elizabeth Lots from said Alexander Young.

And this defendant further answering shows that said Alexander Young, at the April Term A.D. 1848.



of the Jo Daviess County Court in and for  
the County of Jo Daviess & State of Illinois  
to wit on the 7<sup>th</sup> April 1848, recovered a judgment  
against said Sample M. Jurney for the sum  
of Seven Hundred and ninety dollars and  
Seventy Eight cents & costs of suit, and that  
upon the 6<sup>th</sup> Day of January 1849 an  
alias writ of fieri facias was issued upon  
said Judgment & by the Sheriff of said  
Jo Daviess County levied upon said  
lands & tenements in said agreement  
between this defendant & said Jurney,  
described as situate in said Town of  
Elizabeth, to wit Lots numbered Six  
(6) and Eleven (11), twelve (12) & thirteen (13)  
in Block Number Eight (8) and Lot  
numbered two (2) and three (3) in Block  
numbered Seventeen - and that afterwards  
to wit on the 10<sup>th</sup> of July A.D. 1849, by virtue  
of a writ of Venditionis Exponas issued  
on the 19<sup>th</sup> Day of June 1849, the Sheriff  
of said County of Jo Daviess did sell said  
lots herein before last described, to wit all  
of said Lots in Elizabeth to said Alexander  
Young as the highest & best bidder for the  
sum of Eight hundred and ninety one  
dollars & forty six cents & that a certificate  
of purchase according to law was issued  
thereon. - And further that the same was  
not redeemed by said Sample M. Jurney  
or any other person and that afterwards  
to wit upon the 15<sup>th</sup> November 1850 Marshall



B. Pierce Sheriff of said County of Tolaria  
duly executed acknowledged & delivered in  
his said capacity as such Sheriff, to said  
Alexander Young according to the Statute  
in such case made and provided a deed  
for all of said Lots in said town of Elizabeth  
herinbefore described, & by virtue of the  
judgment, writ, levy, Sale &c herinafter  
set forth.

And this Defendant further  
avows that having entire confidence in  
the honesty and integrity of said Jurney,  
& believing it to be <sup>his</sup> honest intention to imme-  
diately redeem the said Elizabeth lots from  
sale as aforesaid, and believing that said  
Jurney had with said four hundred dollars  
so received from said Reynolds, sufficient  
to redeem the same, this Defendant passed  
over into the possession of said Jurney the  
said four hundred, with the purpose &  
Expectation that the same would be  
applied to the redemption of said  
Elizabeth Lots, and that said Jurney  
frequently represented & avowed that he had  
with said four hundred dollars ample  
means to effect a full redemption of  
said Lots.

And this Defendant further answering  
says very shortly after the arrival of this  
defendant & said Jurney in said City of  
Salina, or on the next morning, the said  
Jurney and said Young came into the  
Hotel where this Defendant & said Jurney



has taken lodgings, said Jurney paid to said Young & said Young carried away from said Hotel a large sum of money and that this Defendant having entire confidence in said Jurney (orily believed) that said Jurney had paid to said Young not only said four hundred dollars so as aforesaid received from said complainant, but also the entire amount of funds necessary to effect a full & complete redemption of said Elizabeth Lots, but this Defendant did not count the money or pay such attention as to learn the exact facts, as he has since been informed & believing transpired. - And that this Defendant so believed until a short time after the return of this Defendant to his home in said Carroll County when this defendant was informed by said Jurney that the latter had paid said Young five hundred dollars and that said Young was in no hurry for the balance of the said purchase & had agreed to wait for the balance - But this defendant has since been informed and so on his information avers the fact to be that said Jurney did not at that time in said Galena offer or tender to said Young the entire amount of said redemption money on said Elizabeth Lots, but only a portion of <sup>the</sup> said money and that said Young expressly refused to receive



a portion of said moneys on account of redemption without the whole and that said Jurney then agreed to pay to said Young as a deposit a large sum of money to wit: three hundred and twenty dollars and said Young agreed that if the balance of the sum ~~if~~ necessary to effect a full redemption should be paid before said Young was entitled to a deed, that said Jurney should have the privilege of redeeming and that upon that agreement & understanding between said Young & said Jurney, said Jurney paid over to said Young at said Hotel aforesaid the sum of three hundred twenty dollars which as before avowed this defendant believed to be the full amount of the redemption money, and continued so to believe until informed to the contrary a few days afterwards by said Jurney in said Carroll County this defendant having having left said Galena & arrived at his home first

And this Defendant further answering says true it is that on or about the 23<sup>rd</sup> August A.D. 1850 the said Complainant made his promissory note in writing a copy of which this Defendant believes to be annexed to said Complainant's bill marked "D" but this Defendant denies expressly that the same was made at the request of this defendant either separately or jointly with said Jurney, or that the



Same was delivered either absolutely to this Defendant or said Jurney or otherwise than is hereinbelow set forth & in that behalf alleged - And this Defendant shows that at the time of the making of said note the said Jurney in presence & hearing of both said Reynolds & this Defendant asserted that he would have the arrangement with said Young for the complete redemption of said Elizabeth lots completed in a few days & it was then so believed by said Complainant & this Defendant, and that a settlement and adjustment was then made between said Jurney & said Complainant & from this Defendant's present recollection & belief, the various items in said bill specified which said Reynolds had paid on said agreement between said Reynolds & said Jurney, were taken into the account and the said note was drawn & signed by said Complainant as the amount that would be due from said Complainant to said Jurney on their agreement before then made as aforesaid. And at that time, the lands were particularly specified & determined upon, there having been until then, as this Defendant was informed & verily believed a five acre tract of timber not selected or particularly designated - the said lands so selected & then agreed upon by the parties Reynolds & Jurney as the lands that said Complainant had contracted for with said Jurney being described as follows



to wit: The East half of the North West Quarter and the East half of the South West Quarter of Section number nine (9) in Township Twenty three (23) North, Range Number Seven (7) East of the fourth principle Meridian - also the East half of the South East quarter of Block number five (5) in said Section Number Sixteen (16) in the Township & Range last aforesaid - the said last named tract being erroneously described in said Bill as the Equal undivided half of said Block number five (5) and this defendant never owned in said Block number (5) five anything more than the South East quarter of said Block, the said South East quarter being a ten acre tract of timber land, being the same mentioned & described in said agreement between this defendant & said Jurney, the copy of which is herewith annexed - And the description of said Lands to be conveyed to said Reynolds as herein above correctly given, were then & there written & filled into a Blank printed deed - and said Jurney in the presence & hearing of said Complainant handed this defendant the said promissory note of said Complainant, which this defendant at first declined receiving, but said Jurney then stated in the presence and hearing of said Complainant who acquiesced in



the same that they desired this defendant to keep the said note with said deed until the arrangement with said Young should be completed & the Elizabeth lots fully redeemed, & said defendant took charge of said note and unexecuted, or blank deed, for said purpose alone & to have the same ready for delivery on the delivery to this defendant by said Jurney of the deed for said Elizabeth lots according to the spirit & true intent of said agreement the copy of which is annexed, and this defendant further avers that he & his wife did subscribe & acknowledge the said deed a few days thereafter & retained the same ready for delivery to said Reynolds on the consummation of said redemption & the fulfilment of said agreement by said Jurney in behalf of said Elizabeth lots on his part to be done & performed.

And this defendant further avers that not long after the happening of the matters and things last aforesaid, said Jurney in the month of September left his home in said Carroll County, leaving there on a farm then occupied by him, his wife and seven children, a pair of farm-horses, & wagon, cows & pigs general farming utensils & grain & other matters & things pertaining to a farm, but this defendant had at that time no knowledge, information, suspicion or belief, that said Jurney had gone off with the intention of not returning and this defendant verily believes that none of the neighbors of said Jurney had heard or suspected any intention on his part to desert his home or abscond.



and this defendant further avers that to his best recollection it was sometime in the month of October 1850 when this defendant was first informed that said Jurney had absconded & gone to California & that said Jurney has never since returned, and this defendant has no knowledge or information <sup>if any</sup> of said Jurney's property real or personal within the limits of this State, except the undivided half of blocks No. thirty two (32) thirty nine (39) & forty four (44) in the town of Saranna County of Carroll Illinois and the south east quarter section of section twenty nine (29) town twenty four (24) Range six east in said Carroll county Illinois all of which is encumbered by mortgage, as the defendant believes

And this defendant further answering says that he truly believes it to be true that said note a copy of which is annexed to said Bill marked **D** is in the possession of said Complainant and avers that the same was "taken up" by said Complainant from this Defendant, in manner herein below specified & in no other way or manner - to wit, that after it was ascertained or believed that said Jurney had absconded without intention to return said Reynolds applied to this defendant, and requested a return to him of said note which had been, so as aforesaid deposited with defendant, aversing that he had got nothing for it & a delivery to him would save the trouble of an advertisement, cautioning persons against purchasing it, & that he would always contest its payment, and that this Defendant then and there believing that the



conditions on which said note had been deposited with him would never be fulfilled & that said Jurney had left without any intention to return, delivered & handed over to said Complainant, the said note for forty dollars, and that in this way & in no other, the said Complainant "took up" the said note & at no time previous the said "taking up" did said Complainant pay or offer to pay to this Defendant the amount of or any part of said note - and that very shortly or immediately after the said "taking up" of said note as above described, this Defendant destroyed the said deed by him & wife subscribed & acknowledged ready for delivery on said redemption & execution of a deed as aforesaid by said Jurney to this Defendant.

And this Defendant expressly denies that at the time of the execution & delivery of said note as aforesaid that this Defendant averred, that he would, within a short time make execute & deliver the said deed to said Complainant for the land aforesaid - True it is that this Defendant expected to deliver the said deed within a few days, but only on the event of the redemption of said Elizabeth lots & the performance by said Jurney according to agreement of his part of said contract and that this defendant & said Complainant always dealt & spoke together upon that understanding and that this Defendant at no time waived his rights under said agreement with said Jurney & never spoke or acted inconsistent



with his rights herein, and has always refused to execute a deed for any part or portion of said lands so as aforesaid situate in said Carroll County, except on the terms, conditions & stipulations contained in said agreement herunto attached marked "A". And that said Journey never did redeem the said lots in Elizabeth or any of them or any part & never did execute, or tender or offer to execute or tender any deed for the same to this Defendant, and never claimed or demanded of this Defendant a right to a deed for said lands in said County of Carroll, except on said terms and stipulations last aforesaid -

And this Defendant avers that he has no recollection that said Complainant tendered to this Defendant, the said sum of forty dollars the amount of said note, at any time in the fall of the year 1850 - but this Defendant admits that about six months after the "taking up" of said note as hereinbefore set forth, and not long before the Bill in this cause was originally filed, and after the Complainant had taken legal advice, as this defendant verily believes, the said Complainant offered to pay this Defendant said balance of forty dollars, which this defendant declined accepting as it was not due this Defendant, & no contract existed between this Defendant & said Complainant relative to a conveyance of said lands in said County of Carroll -



And this Defendant further answering admits, on information, received from said Complainant & said Jurney that said Complainant complied on his part with the agreement made between said Jurney and said Complainant, or was ever ready & willing so to do, but this Defendant expressly denies that there was any agreement whatever made between said Complainant & this Defendant either severally or jointly with said Jurney relative to said conveyance of said lands in Carroll County or any agreement with this Defendant & said Jurney except what is contained in said agreement a copy being hereto annexed, this Defendant however expressing his readiness at all times to make said conveyance either to said Jurney or any one else at his request, but only on the terms & conditions in said agreement contained

And this Defendant, by protestation not confessing or admitting said alleged agreement between this defendant & said Complainant or this Defendant & said Jurney & said Complainant or any and all the said alleged agreements in said Bill of complaint alleged of and concerning the conveyance of any or all the said tract of land in said Bill described, by this Defendant to said Complainant further answering saith that by an act of the General Assembly of the State of Illinois instituted "frands and perjuries" approved March 3<sup>rd</sup> 1845 it is amongst other things enacted, that no action shall be brought whereby to charge any



person upon any agreement made upon consideration of marriage or upon any contract for the sale of lands tenements hereditaments or any interest in or concerning them, for a longer term than one year, unless the promise or agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some other person thereto by him lawfully authorized. And this defendant insists upon the said Statute and claims the same benefit as if he had pleaded the same.

And this Defendant further answering says, that in pursuance of said agreement of the 30<sup>th</sup> day of January A.D. 1850 the said Journey took the possession and use of said East half of said West half of said Section number nine (9) & held the same as follows to-wit. - prior to the date of said agreement one Samuel Flanagan had rented a piece of land of this Defendant a portion of it extending into said East half of said West half of said Section number nine (9) and had the fall prior to said agreement done fall ploughing thereon for Spring wheat & that by an arrangement between said Journey & Flanagan as this defendant is informed & believes the said Flanagan put in the said wheat and oats in the Spring and said Journey the corn crop, amounting to about five or six acres - that when the said wheat & oats were harvested the said Complainant as this Defendant is informed & believes claimed the one third after said crop



of wheat & Oats and the same was yielded to him by said Jurney & Flanagan but that said Jurney refused to permit said Complainant to have any of said Corn as this defendant is informed & believes - and that said Jurney harvested for his own use said Crop of Corn -

And further that in said fall said Complainant sowed that portion of said ground upon which said corn was grown, in and among the stalks thereof, with wheat

And this defendant admits that said Complainant was obliged to relinquish the possession & use of said portion of said land in the manner hereinbelow set forth - that after said Complainant became satisfied that said Jurney would never return, & that said agreement between said Jurney ~~would~~ and this defendant would never be fulfilled on the part of said Jurney, said Complainant claimed the right to go on & raise & harvest the said wheat so as aforesaid sowed amongst said corn stalks and this defendant claimed that if said Complainant did so this defendant would be entitled to rent, whereupon said Reynolds agreed that if this defendant would pay him for his labour in putting in said wheat he would give up the said possession claim & use, & said defendant did pay said Complainant for said labor & said Complainant relinquished said land & crop to this defendant & this defendant has ever since & now possession & control of said land, but said crop of wheat



so sowed by said Complainant was not worth harvesting & was never harvested, and this defendant denies that said Complainant ever had the possession & use or ever cultivated or raised a crop on said lands or any part thereof other than is herein above set forth.

And this Defendant further answering says that, he is informed & believes & on said information charges the fact to be that said sum of Three Hundred & Twenty dollars so as aforesaid deposited by said Jurney with said Young as part of said redemption money as hereinabove set forth, remained in possession of said Young until about the 12<sup>th</sup> day of October A.D. 1850 when the same was paid out by said Young to the order of said Jurney to some person to this Defendant unknown. Said Jurney having sold to said person unknown his draft for said Three Hundred & Twenty dollars on said Young.

And this Defendant expressly avers that no part or portion of any money ever paid by said Reynolds to the said Jurney on the agreement between them was ever used by said Jurney or this Defendant for the use or benefit of this defendant.

And this Defendant further answering expressly desires that this Defendant at any time combined or confederated with said Jurney or any other person to injure or defraud said Complainant in the premises or any of them.



and expressly denies that this Defendant was cognizant of and well knew at the making of said agreement between said Complainant, and said Jurney in relation to said lands at the time said contract was made or of all the payments acts, and doings of said Jurney, or of any of the acts ~~and~~ doings of said Jurney or of any of the payments except as herein above set forth & shown — and expressly denies that this defendant at sundry times or at any time, the more effectually to deceive or defraud said Complainant, sanctioned or approved of all or any of said ~~Jurney~~ payments or said acts & doings of said Jurney, or at sundry times after or at any time before or at the time of making said contract between said Jurney and said Complainant that this Defendant informed said Complainant that each and all or any of said payments made to said Jurney towards the payment of said land were the same as though made to this Defendant or any language of like import or meaning — and expressly denies that this Defendant at any time promised or agreed to fulfil or carry out any agreement made by said Complainant with said Jurney relative to said lands or any of them, — and this Defendant expressly denies that he at any time promised or agreed with said Complainant to make, execute, or deliver a good and sufficient conveyance or any conveyance whatever in pursuance of any agreement that said Complainant might make



with said Jurney relative to said lands or any of them. — And this Defendant here again refers to the said act of the general assembly of the State of Illinois intituled "Grand Juror" & Perjuries & approved on said 3<sup>rd</sup> day of March 1845 heretofore recited in part, and insists upon the said Statute and claims the same benefit of it, as if he had pleaded the same.

And this Defendant expressly denies all and all manner of unlawful combination and confederacy wherewith he is by the said bill charged without this that there is any other matter or thing in the said complainants bill of Complaint contained, material or necessary for this Defendant to make answer unto and not herein and truly well and sufficient answered, confessed, traversed and avoided or denied, is true to the knowledge or belief of this Defendant. — all which matters & things this Defendant is ready and willing to aver maintain and prove as this Honorable Court shall direct and prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained

Wegly &  
Hogel Wilson  
Sol. for Edw  
Smith

Amman

G. O. Smith.



State of Illinois Carroll County

I. Henry Smith being duly sworn depose and say that all the several matters and things which are stated in the foregoing answer as from the information of others I believe to be true and all the several other matters & things, therein set forth are true in substance and in fact—

H. Smith

Sworn to & subscribed  
before me this 9<sup>th</sup> day  
of June AD 1852

J. P. Emmert Clerk

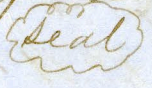
Exhibit Marked in answer "A"

This agreement made and entered into this 30<sup>th</sup> day of January AD 1850 between Samuel M. Gurney of the first part and Henry Smith of the second part Witnesseth, That said Gurney for and in Consideration of the covenants herein after mentioned of said Smith covenants and agrees to convey to said Smith by deed of general warranty, with relinquishment of dower clear of all incumbrances whatsoever the following described land & premises to wit— Lots two (2) and three (3) in Block seventeen (17) and lots (6) Eleven (11) Twelve (12) and thirteen (13) in Block eight (8) in the Town of Elizabeth in Goddard County Illinois, with the improvement all and singular thereon, said Smith on his part agrees and binds himself upon said Gurney making title as aforesaid



to convey to said Gurney making title as aforesaid to convey to said Gurney by deed of general warranty with relinquishment of dower, clear of all incumbrances the following described land and premises to wit: The west half of section (9) containing three hundred and twenty acres and the south east quarter of Block No. five (5) in section no. sixteen (16) situated in Township Twenty three (23) north of range no seven (7) East in Carroll County Illinois. It is mutually agreed between the parties to this agreement, that each one shall take possession of the property intended to be conveyed to him, and use and control the same for the separate benefit from the date of this article just as fully as if the conveyances were made excepting that neither shall commit waste. And it is <sup>the conveyances shall be made on or before</sup> further agreed that the first day of June next, it is further agreed on the part of said Smith that at the making of said conveyances he will procure from W. Wiegley a note of said Gurney to said Wiegley for two hundred dollars and delivered up the same to be cancelled.

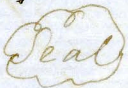
In testimony whereof the parties have hereunto set their hands and seals the day & year first above written

/Signed/ S. M. Gurney   
H. Smith 



State of Illinois }  
Jadavus County } 3

Be it remembered that on this 30<sup>th</sup> day of January A.D. 1850 before me Davis Robison a Justice of the Peace in & for said County, appeared Samuel M. Jurney and Henry Smith, who are personally known to be the identical persons described in the foregoing articles of agreement and severally acknowledged the same to be their act and deed for the purposes therein mentioned, Given under my hand & seal the day & year first above written.

Signed Davis Robison J.P. 

which said answer is endorsed as follows to wit:

No - Circuit Court Carroll County  
In Chancery -

Henry Smith Et al ad Henry Reynolds  
Several answer of Henry Smith to Bill  
of Complaint.

Filed June 9<sup>th</sup> 1852

J.P. Emmert Clerk

W. Weigley Hoge & Wilson Sol<sup>s</sup> for  
Defdr Smith

Now follows the copy of the Executions  
referred to in the foregoing Answer to wit



Execution first

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

We Command you,

That of the goods, chattles, lands and  
and tenements of Sample M. Jounry you cause  
to be made the sum of Seven hundred and  
Ninety dollars and Seventy eight Cents, dam-  
ages & Nine dollars and twelve  $\frac{1}{2}$  cents, costs,  
which Alexander Young lately recovered  
against him in the Jo Daviess County Court,  
as appears of records; and this you are not to  
omit under the penalty of what the law  
prescribes. And have those moneys at the  
Clerk's office of said Court, at Galena within  
ninety days from the date hereof, and also  
this writ

LS

Witness, the Hon. Hugh J. Dickey,  
Judge of said Court, at Galena,  
this 24<sup>th</sup> day of April. A.D. 1848  
Attest: Geo. W. Mitchell Clerk.

The Sheriff will collect interest on the above  
from 7<sup>th</sup> April 1848

Geo. W. Mitchell Clerk.

Which execution is endorsed as follows to wit:

To. To. Jo. Daviess County Court, Ill.  
Alex Young Sample M Jounry  
To. To. Execution



This writ calls for \$                      Sept. \$790.78 Dam-  
ages. \$9.12½ Cost. Defendants fee Bill  
\$799.90½ Total Amount, \$

Judgement, 7<sup>th</sup> April 1848. This writ  
issued 24 April 1848. Return day 18

Sheriff's fees. Serving Execution \$ .50  
Advertising property, \$ .25 Miles travel,  
Commission on \$                      Certificate of purchase. 25  
Returning Execution, \$ .12 Total amount. \$4  
Sheriff J. D. Co. Ill.

Hoge & Wilson

Received this Execution for collection, this  
24<sup>th</sup> day of April in the year of our Lord  
one thousand eight hundred and forty eight  
at the hour of 4. O. Clock P. M.

W. P. Millard Sheriff J. D. Co. Ill.  
Ret<sup>d</sup> this 23<sup>rd</sup> of July 1848 property Seized  
upon, and not Sold, by order of Plaintiff  
W. P. Millard Shff.

Wm H Bradley Oct 8<sup>th</sup> 1852

Seized upon all the right title, and  
interest, of the within named Sample M.  
Journey, in and to the following described  
Real Estate lying and being in the County  
of St. David, & State of Illinois, to wit:  
Lots, numbered two (2) & three (3) in Block  
number Seventeen (17). Lots numbered Six  
(6) Eleven (11), twelve (12) & thirteen (13) in  
Block number eight (8) on main Street, in  
the Town of Elizabeth, on the S. E. qr. of Sec.  
24. T. 27. N. R. 2 east of the 4<sup>th</sup> P. M. this 27<sup>th</sup>  
of April 1848. W. P. Millard Sheriff.



An Copy of Fee Bill accompanying  
the foregoing Execution.

Alexander Young } April Term S. Davis C.C. 1848  
Sample M. Journey } Costs as Defendant  
Bill of Costs  
Clerks fees

|                                              |           |
|----------------------------------------------|-----------|
| Eng appen of Plff and atty                   | 25        |
| Docketing Suit 1 term & fy Sam               | 18 3/4    |
| Fily Plff for & ipz & py Sums                | 62 1/2    |
| Eng Sufant of Suf                            | 25        |
| Eng won to accep & assuring damages          | 50        |
| Eng & Sockety judge & Eng Salsp <sup>m</sup> | 75        |
| Eng won for & ipz & py fi fa                 | 81 1/4    |
| Docky Sam & Eng Shffs Retn                   | 25        |
| Matty & Eng of Eng and<br>Certificate & Seal | 87 1/2    |
| Shffs for Executing & Eng Sums               | 4.50      |
|                                              | 4.62 1/2  |
|                                              | 9.12 1/2  |
| Issuing & fily al- as S. Sam 31 1/4          |           |
| Docky Sam & Eng Shff Retn 25                 |           |
| Matty & Eng Bill of Cost 37 1/2              | 1.18 3/4  |
|                                              | 10.31 1/4 |
| Engt py out of Amertion appen 31 1/4         |           |
| Docky Sam & Eng Shffs Retn 25                |           |
| Matty & Eng Bill al cost & copy 37 1/2       | 1.18 3/4  |
|                                              | 11.50     |
| Shffs for En lvy on alms Execution           | 1.81 1/4  |
|                                              | 13.31 1/4 |
| Pa Price off.                                | 1.81      |
|                                              | 11.50     |



State of Illinois, }  
County of Jo. Daviess } ss.

I hereby certify, that the foregoing is a correct copy from my Fee Book, of the Costs & Charges taxed against the Plaintiff in the foregoing Case, and included in an Execution of this date, and which the Sheriff of Jo. Daviess County is hereby directed to collect of the Defendant and also of the Costs and Charges taxed against the said defendant, which the said is hereby directed to collect of

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Galena, this 19<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and forty 9

Attest: Geo. M. Mitchell Clerk

Execution Second.

State of Illinois, }  
Jo. Daviess County, }

The People of the State of Illinois to the Sheriff of Jo. Daviess - Greeting

We Command you, again, that of the goods, Chattels, lands and tenements of Sample M. Young you cause to be made of the sum of Seven Hundred & Ninety dollars and seventy eight cents Damages & ten dollars and thirty one & Cents, costs, which Alexander Young lately recovered against him in the Jo. Daviess County Court, as appears of record; And this you are not to omit under the penalty of what the law prescribes. And have the money



at the Clerk's office of said Court, at Galena,  
within ninety days from the date hereof, and also  
this writ. Witness, The Hon. Hugh S. Dickey,  
Judge of said Court, at Galena, this 1<sup>st</sup> day of  
Jan'y A.D. 1849

Attest Geo. W. Mitchell Clerk.  
The Sheriff will collect interest on the above  
from 7<sup>th</sup> April 1848

Geo. W. Mitchell Clerk.  
Which Execution is endorsed as follows to wit:  
No. alias Fi. Fa.  
to Daviess County Court, Ill.  
Alexander Young vs Sample M. Jurney  
Fi. Fa. Execution.

This writ calls for \$ Debt, \$790.78 Dam-  
ages. \$10.31 1/4 Costs. Defendants fee Bills,  
Total amount, \$801.09 1/4

Judgment, 7<sup>th</sup> April 1848. This writ issued,  
1<sup>st</sup> Jan'y 1849 Return day 5<sup>th</sup> Apr. 1849.  
Sheriff's fees.

Serving Execution \$ .50 Advertising prop-  
erty, \$ 25. 15 miles travel & .93 3/4. Returning ex-  
ecution, \$ .12 1/2 Total Amount, \$1.81 1/4  
Sheriff J. D. Co. Ill.

Hoge & Wilson.

Received this Execution for collection, this 8<sup>th</sup>  
day of January in the year of our Lord one Thous-  
and eight hundred and forty-nine at the hour  
of 12 o'clock A.M.

W. B. Purce Sheriff J. D. Co. Ill.  
I have levied upon the following described Real  
estate to wit, All the right title and interest of  
Sample M. Jurney in and to Lots numbered



two & three in Block No. Seventeen, Lots numbered  
Six, Eleven, twelve & thirteen in Block No. Eight  
in town of Elizabeth all on the South East quarter  
of section 24 in Town 27 north Range 2 East of  
4<sup>th</sup> Pl Mer.

Also the undivided half of a Piece of land  
on the South East quarter of section No. twenty  
seven in Township No (27) twenty seven north  
Range two East of 4<sup>th</sup> Pl Mer. Commencing  
at the South East corner of said quarter section  
thence west  $18\frac{30}{100}$  Chains to post fence on a line  
Hugblitt & Co lot thence with line of said lot north  
 $26\frac{1}{2}$  degrees east  $7\frac{55}{100}$  Chains to line of Fullers lot  
thence South  $61\frac{1}{2}$  degrees East 14.06 Chains, thence  
South  $80\frac{1}{4}\frac{1}{2}$  degrees East 2.65 Chains, to place of  
beginning containing  $5\frac{65}{100}$  Acres more or less.

Also the undivided half of lot of land on the  
North East quarter of Section number twenty  
Six, Township & Range the same as above, Com-  
mencing at the North East corner of said section  
thence west  $18\frac{30}{100}$  Chains to post fence, thence  
with line of said fence South  $26\frac{1}{2}$  degrees west 3.48  
Chains, thence South  $17\frac{1}{2}$  degrees west 17.80 Chains  
thence East 25.30 Chains to section line thence  
North 20.00 Chains to place of beginning. Containing  
 $44\frac{1}{100}$  more or less acres all situated in Jackson  
County Illinois this the 8<sup>th</sup> day of January A.D. 1848  
with all the appurtenances thereto belonging.

Wm. B. Pierce Sheriff

Returned the within Fi. Fa. Not Satisfied the prop-  
erty advertised not sold for want of bidders this 5<sup>th</sup> day  
of April 1849

Wm. B. Pierce Sheriff

Wm. M. Brady Oct 8<sup>th</sup> 1852



Notice of Sheriff Sale under the foregoing  
Execution — Sheriff Sale

By virtue of an execution to me directed from the office of the Jo Davis County Court of Jo Davis County and State of Illinois, in favor of the following named person Alexander Young and against the following named Defendant Sample M. Jurney, I have levied upon the following described Real Estate to wit: All the right title and interest of Sample M. Jurney in and to lots, numbered two and three (2) & (3) in Block numbered Seventeen (17) Lots numbered six (6) Eleven, twelve & thirteen in Block numbered eight (8) in the town of Elizabeth all on the South east quarter of Section numbered (24) twenty four in Township (27) North Range (2) East of the 4<sup>th</sup> Pl. Mer. Also the undivided half of a piece of land on the South east quarter of Section numbered twenty three (23) in Township numbered twenty seven (27) north Range 2 east of the 4<sup>th</sup> Pl. Mer. Commencing at the South East corner of said quarter Section, thence west  $18\frac{30}{100}$  chains to pasture fence on a line with Hugglett & Co.  $7\frac{55}{100}$  chains to line of Fullers lots, thence South  $(80\frac{1}{2})$  degrees east 2.15 chains to place of beginning Containing  $5\frac{85}{100}$  acres more or less, also the undivided half of a lot of land on the north east quarter of Section, numbered twenty six (26) Township and range the same as above commencing at the North east corner of said Section, thence west  $18\frac{30}{100}$  chains to pasture fence, then with line of said fence south  $(26\frac{1}{2})$  degrees west 3.48 chains



thence South  $(17\frac{1}{2})$  degrees west 17.80 chains, thence  
East 25.30 chains to section line, thence north  
20.00 chains to place of beginning, containing  
 $44\frac{1}{100}$  acres more or less, all situated in Jo Daviess  
County and state of Illinois, which I shall offer  
at Public Sale (with all the appurtenances thereto  
belonging) on the 3<sup>rd</sup> day of February next at  
the Court House door in the City of Galena to the  
highest, and best bidder for ready money. The  
sale to be at the hour of 2 O'clock P. M. on  
said day

W. B. Pierce Sheriff

Galena Ill Jan 4<sup>th</sup> 1849

The above sale is post-  
poned until the 24<sup>th</sup> Inst. at same hour and  
place

Feb 3<sup>rd</sup> /49 W. B. Pierce Sheriff.

The above sale is postponed until  
the 5<sup>th</sup> day of April next at same hour and  
place

Feb 3<sup>rd</sup> /49 W. B. Pierce Sheriff

and afterwards to wit on the 8<sup>th</sup>  
day of October 1852 came the complai-  
-nant and filed his replication to  
Defendants Answer and which is in  
the words and figures following to wit:



Henry Reynolds } In Chancery  
vs } In the Carroll County Circuit Court  
Heming, Smith & } of the October term A.D. 1852  
Samuel M. Gurney }

And the said Henry Reynolds  
Comes and says that the matters and things as  
set forth in his said Bill of Complaint are true  
in substance and in matter of fact except as to  
the description of the land in said Bill men-  
tioned as Block numbered five which this  
Complainant admits is erroneously described in  
said bill and avers that the true and correct  
description of said land in Block Number five  
is the undivided half of the south east quarter of  
Block number five in said Section number  
Sixteen in said Township number Twenty three  
north of Range number Seventy (7) east of the  
fourth principal meridian situated in said  
Carroll County as said Block is platted and  
recorded in the recording office of said County  
of Carroll containing ten acres of land and  
that the matters, statements, and things set  
forth in the answer of the said Henry Smith  
are untrue and this he is ready to make  
appear as by this Honorable Court shall be directed

Riggins & Southwick  
his Solrs

Which replication is endorsed as follows to wit.  
No. 1 Henry Reynolds vs Henry Smith et al.  
Replication Filed October 8<sup>th</sup> 1852

J. P. Emmert  
Clerk  
Attu



And after to wit: on the 15<sup>th</sup> day of October  
was filed the following Replication.

Henry Reynolds } for the Carroll Circuit Court  
vs } of the September Term  
Henry Smith & } A.D. 1852 In Chancery.  
Samuel M. Jurney }

And the said Henry Reynolds  
comes and says that the matters and things  
set forth in his said Bill of Complaint are  
true in substance and in matters of fact,  
and that the matters and things set forth in  
the answer of the said Henry Smith containing  
therein are untrue and this he is ready to  
make appear, as by the Hon. Court he shall  
be directed.

By Southernick & Higgins  
His Solicitors

Higgins & Southernick  
Of Counsel —

Which Replication is endorsed as follows to wit:  
No. 1 Reynolds & Smith Replication to an-  
swer  
Filed Oct 15<sup>th</sup> 1852  
J. P. Emmert Clerk,  
Clerk

And before the filing of the aforesaid Rep-  
lication the following stipulations between the  
parties was filed to wit, on the 13<sup>th</sup> day of  
October 1852 —

Reynolds vs Smith et. al. { In Chancery  
Carroll Circuit  
Court A.D. 1852  
Oct. Term

Memorandum of Stipulations in the above  
Cause, 1<sup>st</sup> Special Replication withdrawn from file.



2<sup>d</sup> General Replication filed at the present term without exception, or advantage 3<sup>d</sup> Cause to be tried this term upon Bill, answer and replication & Testimony Bill and answer may be amended relative to the description of the Land ~~in Block~~ & any formal amendments or clerical mistakes may be amended & all formal exceptions to Depositions waived

Higgins & Southwick  
& Miller & Henry for  
Compts

S. M. Wilson for Smith

Which stipulations are endorsed as follows to wit:

1 Chancery Reynolds vs Smith  
et. al - Memo Stipulations  
Filed October 13<sup>th</sup> 1852

J. P. Emmert Clk

And also upon the day of the filing of the said stipulations was filed the following Depositions to wit:

To Henry Reynolds.

State of Illinois Carroll County, p.

|                      |   |                                      |
|----------------------|---|--------------------------------------|
| Henry Reynolds       | } | Circuit Court In Chancery<br>Sitting |
| vs                   |   |                                      |
| Henry Smith<br>et al |   |                                      |

The Complainant in the above entitled cause will take notice that the Depositions of Alexander Young and others



resident of the County of Jo Davie and State  
of Illinois will be taken on the part of the  
Defendant Smith at the office of William C  
Bostwick Esq in the City of Galena County last  
aforesaid, before competent authority on Friday  
the 8<sup>th</sup> day of October A.D. 1852 between the  
hours of nine in the morning and six of  
the evening of said day with a continuance  
if necessary from day to day until all be Com-  
pleted. You can then and there attend and  
cross examine if you see proper.

Wegley & Wilson  
for Henry Smith

Henry Reynolds  
vs

Henry Smith et al

Notice to take Depositions  
Friday Oct. 8<sup>th</sup> 1852.

Served on the said  
Reynolds by delivering him a true Copy  
this 23<sup>rd</sup> day of September A.D. 1852.

A C Willson Const.  
Carroll Co.

Served the within writ by presenting to  
Henry Reynolds Sept. 23<sup>rd</sup> A.D. 1852 A C Willson

Wm C. Bostwick Esq.

Pleas in the Jo Davie County Court at the  
April Term thereof A.D. 1848 to wit on Friday  
the 7<sup>th</sup> day of April 1848.

Alexander Young }  
vs }  
Samuel M. Journey }



"A" Exhibit offered to by Young in his deposition

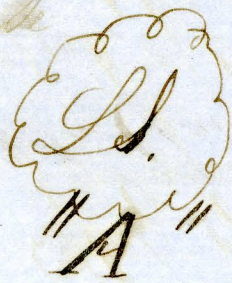
Now at this day came the Plaintiff by his attorney, and the defendant being three times solemnly called came not but made default. It is thereupon considered by the Court that the Plaintiff have and recover of the defendant his damages, but as those damages are not certainly known and it appearing to the Court that this action was founded upon a promissory note for the payment of money only, It is ordered by the Court that the clerk assess the same, and the clerk having reported the same at the sum of seven hundred and ninety dollars and seventy eight cents which report is approved by the Court. It is thereupon considered by the Court that the Plaintiff have and recover of the defendant the said sum of seven hundred and ninety dollars and seventy eight cents so as aforesaid assessed by the clerk together with his costs in this behalf expended and that Executed issue therefore.

State of Illinois }  
Jo Daviess County }

I William H. Bradley  
Clerk of the Circuit Court in and for said  
County do certify that the above "entry" is a  
true and correct copy and transcript of a  
Judgement obtained by Alexander Young -  
against Samuel M. Furring in the



To Daviess County Court at the April term  
thereof A.D. 1848 as appears of Record in  
my office Book B. page 4 of said County  
Court now in my custody, Witness my hand  
Seal of said Circuit Court at my  
office in Galena this 8<sup>th</sup> day  
of October A.D. 1852  
Attest William H. Bradley Clerk,



State of Illinois }  
To Daviess County } set

I Marshall B. Peice  
Sheriff of the County and State aforesaid do  
hereby certify that by virtue of a writ of  
Venditioni Exponas Execution in favor of Alex-  
ander Young and against the lands and  
tenements hereafter described of Sample M  
Jurney, of the County and State aforesaid to  
me directed from the office of the clerk of the  
To Daviess County Court of said County I did on  
the 10<sup>th</sup> day of July A.D. 1849, expose to Public  
Sale, the following described lots and prem-  
ises, situated lying and being in the town  
of Elizabeth, situated on the South east quar-  
ter of Section twenty four Township Twenty  
seven north Range two east of the 4<sup>th</sup> PL  
mer in said County & State aforesaid to wit.

All the right title and interest of said Sample  
M. Jurney in & to lot No. (6) six in Block no (8)  
eight known as the late Marshall House (now  
Constitution) and that Alexander Young

B Exhibit referred to by Young in his deposition  
W. H. Bradley C. P.



bid for the said lot & premises the sum of Three Hundred & fifty dollars (\$350.) which being the highest and best bid for said lot & premises was struck off to him the said Alexander Young.

Also lot no. (11) Eleven in Block no. (8) eight and that Alexander Young bid for said lot the sum of five dollars (\$5) which being the highest & best bid was struck off to him the said Alexander Young.

Also lot no. (12) twelve in Block no. (8) eight and that Alexander Young bid for said lot the sum of fifteen dollars (\$15) which being the highest and best bid for said lot was struck off to him the said Alexander Young.

Also lot no. (13) thirteen in Block no. (8) eight and that Alexander Young bid for said lot & premises the sum of Five dollars (\$5) which being the highest and best bid for said lot & premises was struck off to him the said Alexander Young.

Also lot no. (2) two in Block no. (17) Seventeen Known as the Wiley House & lot, and that Alexander Young bid for said lot & premises the sum of Two Hundred & Sixty Six  $\frac{46}{100}$  dollars (\$266  $\frac{46}{100}$ ) which being the highest and best bid for said lot was struck off to him the said Alexander Young.

Also lot no. (3) three in Block no. (17) seventeen Known as the Hull House & lot, and that Alexander Young bid for the said lot & premises the sum of two Hundred and fifty dollars (\$250) which being the highest and best bid for said lot & premises was struck off to him the said Alexander Young. and that



the said Alexander Young will be entitled to a deed or deeds of said lots, so sold to him on the 10<sup>th</sup> day of October A.D. 1850 unless the same shall be redeemed according to law.

Given under my hand and seal at my office in Galena this 10<sup>th</sup> day of July A.D. 1849

Wm. B. Pierce (Seal) Sheriff  
of Jo Daviess County Illinois

|        |        |          |          |
|--------|--------|----------|----------|
| Lot 6. | Blk 8. | \$350.-  |          |
| 11     | "      | "        | 5.-      |
| 12     | "      | "        | 15.-     |
| 13     | "      | "        | 5.-      |
| 2      | "      | 17 266.- | 46       |
| 3      | "      | 17 250.- | \$891.46 |

Deed given by on the within by me this 13<sup>th</sup> day of November A.D. 1850 to Alexander Young

Wm. B. Pierce Sheriff.

Alexander Young & William D. Bradley  
Deposition of, witness, produced, sworn and Examined, before William C. Postwick, at his office in the City of Galena, County of Jo Daviess, and State of Illinois, on the 8<sup>th</sup> day of October 1853 between the hours of 9 O'clock in the morning and six of the evening (said Postwick being a Justice of the Peace, in and for said County) to be used as evidence in a certain cause now pending in the Circuit Court.



in and for ~~said~~ the County of Carroll, in Said State of Illinois on the Chancery side thereof, wherein Henry Reynolds, is Plaintiff and Henry Smith et al are defendants, on the part of defendant Smith,

S. M. Wilson Esq. was present and propounded the interrogation on behalf of said Smith, and Van H. Higgin Esq. was present during the examination of said Young and during a part of the examination of said Wm H Bradley. but propounded no cross interrogations to either witness -

Alexander Young being first duly sworn says in answer to Interrogatory 1<sup>st</sup>

Are you acquainted with the parties in this case, Plaintiff and defendants, if yes how long have you known them, or either of them -

Answer, I do not know that I am acquainted with Henry Reynolds, the Plaintiff. I am acquainted with Henry Smith and Sample M. Journey the defendant and have known them since about the year 1836 or 1837

Ques 2. Are you the person, named as Alexander Young in a certain judgment rendered at the April Term 1848 of the 40 David County Court, in which Alexander Young is named as Plaintiff and Sample M Journey as defendant. Look on the transcript herewith presented, and annex the same to your answer.



Answer. I am the same Alexander Young named in this transcript now here shown to me, and annex same to my answer and mark it "A" to be taken as part of my deposition.

Ques 3. Look upon the Certificate of purchase here shown to you, and state whether the same is one of the original, and whether you are the person named in the same, as Alexander Young, and if yea, annex the same to your answer.

Answer. I have looked upon said certificate of purchase now here shown to me, and the same is the identical one which I had in my possession, given to me by the Sheriff, or perhaps by Mr. Bradley, the Clerk whom I had authorized to act for me, in the matter in the purchase of the lots, under the Sheriff's sale, I am the same person named in said certificate as Alexander Young, and I annex the same to my answer hereto, and mark it "B"

Ques 4<sup>th</sup> Have you in your possession, the Sheriff's deed for the lots sold under said judgment, if yea, mark and identify the same.

Answer. I have the deed of the Sheriff for said lots, sold under said judgment, and have marked my name upon it, thus "Alex. Young" the date of said deed is 13<sup>th</sup> November 1850. and signed by Mr. B. P. Price, Sheriff of Jo Daviess County Illinois - and I have delivered the said deed to S. M. Wilson Esq. one of the attorney in this case, to be used as evidence in said case, and then returned to me

Ques 5. Was any money, on account of said lots, in said deed and certificate mentioned, ever paid to you, by said Young Journey, if yea, state all the facts concerning



the same, fully, and in detail.

Answer On the day before the last day of redemption, for Journey, or on the last day of redemption, said Journey was in Galena, and said to me that he would pay me a part of the money for the purpose of redeeming said lots, which had been purchased for me, at Sheriff's Sale, on said judgment against him. I told him that I would not receive any part on account of the redemption unless he paid the whole, as I thought it might give some advantage against me, in settling the balance. Journey then told me to come over to the City Hotel, kept by Howe & Rablin and he asked me to take what money he had with him, I told him that I would take it, and hold it in my possession for him, until he could see some man who had come from California from where he expected to get the balance of the money, on that evening or the next day. This conversation occurred in the street, and we went, then, over to said City Hotel and he then gave me three hundred & twenty dollars, with the understanding that I kept it in my possession for him, unless he got the balance, that was coming to me, in redemption of the property, and if he did not get the full amount, I was to return to him, this three hundred and twenty dollars.

Said Smith was not present at the conversation in the street - but he was in the City Hotel, when said money was paid to me I think but did not to my knowledge know anything about the conversation which had taken place between me and Journey. I saw Journey several times within a few days afterward, and asked him if he had got the money to redeem this property.



He told me that he had not got it from the California man, and that he had gone to New York, and he could not get the money from him. He then told me he would see Hughtlett or Cranford, or both; and try to get it from them. He then told me, that he could not get the money, but said to hold on for a while, for a day or so. Journey then left Salena, and the first I heard of him was by a telegraphic dispatch which I received from him, from Chicago, requesting me to remit this \$320. to him, which I refused to do, saying by telegraph I think <sup>that</sup> I would pay it in receipt of his written order, and not otherwise, on or about the 12 October 1850 Mr C. W. Turner, presented to me, an order, or draft, a copy of which is <sup>now</sup> annexed and marked "C" the original of which is delivered to S. M. Wilson Esq. - said draft or order being drawn by said Journey on me, payable to G. Kimball Esq. or order, dated October 7 1850 for the sum of \$320 at which time I requested Mr Turner to write an order to J. A. Carter H. on the back of said order to pay the amount, which order to Carter H. I signed, <sup>and</sup> the amount was paid by said Carter H. and the order returned to me, and the amount charged to me by Carter H. - this being all the money that was paid to me by Journey, or placed in my possession by him, for any purpose, I feel confident that this is the signature of said Journey, in the original draft or order, I have frequently seen Journey write, and am well acquainted with his hand writing and was confident, at the time I paid it, that it was his signature.



Said Turner was then a clerk in the employ of  
H. Cornith H. in Galena.

Ques. 6 Did you ever take the control and possession of  
said lots in Elizabeth, if Gea. when & what have  
become of the same.

Answer Shortly after I received a deed from the Sheriff  
for the property. I sent <sup>written</sup> notice to the tenants no-  
tifying them, that the property belonged to me,  
and that they must not pay any rent to any one  
except to me, from and after a certain day, I don't  
recollect when. Since which time I have sold it to  
Haggerty & Brown. I went out to Chicago Elizabeth  
after I had sent said notices to the tenants, and  
made an agreement with some of them to continue  
in the houses - they agreeing to pay the rent to me  
or my order; and there was a woman in one of  
them, whose husband had gone to California -  
and she told me her husband would pay me  
what rent was coming to me. Since which I have  
not seen her; but gave said Haggerty & Brown,  
an order to collect all the rents that were due to  
me; as I sold the property to them with the un-  
derstanding that they were to have all the rents  
then due to me, from the time I was entitled to  
possession

Alex<sup>r</sup>. Young

State of Illinois }  
Jo Daviess County }

I the undersigned Justice of the  
Peace, in and for said County, do certify that the  
foregoing deposition of Alexander Young, was taken  
before me, at the time and place, mentioned



in the caption thereof, that said witness was first  
duly sworn; and that said deposition was carefully  
read to said witness and signed by him, and that  
he was then again, finally, sworn thereto. D

Witness my hand, this 8 day of October  
1852

W. C. Bastwick J.P.

Exhibit (Copy) referred to by a Young  
W. C. B.

Chicago Oct. 7 1850

\$320

Please pay to C. Kimball Esq or order  
Three Hundred Twenty <sup>25</sup>/<sub>100</sub> dollars, for value  
received, and charge to the account of -

To  
Alex Young Esq &  
Calend Ill. Co  
/ "C" /

Oct 10 1850

Your Obedient Servant  
J. M. Jurney

Messrs J. A. Carter & Co. will please pay  
the within draft &

Alex Young  
Rec Payment October 12/50  
W. Corwith &  
By J. R. Perkins

G. Kimball  
Pay W. Corwith & Co or order  
J. D. Bunch &  
per A. Gilbert.



William A Bradley being first  
duly sworn, deposes, and says, in answer to -  
Interrogation 1<sup>st</sup> Will you look upon the transcript annex-  
ed to the deposition of Alexander Young, and of a  
judgment rendered in the case of Alexander Young  
against Sample Journey, and whether you are the  
person named as Clerk in the Certificate there to  
whether you are now the Clerk of said Circuit Court  
and how long you have been such,

Answer, I have looked upon said transcript, and am  
the person named in the certificate as W<sup>m</sup> A Bradley.  
I am now the Clerk of the said Circuit Court, and  
have been such Clerk for about twelve years past.

Question 2<sup>d</sup> Who has the present custody and possession of  
the records files and papers of the late Jo Daviess County  
Court, and how long have they been in such cus-  
tody, and from whom obtained,

Answer I have the custody of said records files and  
papers, and they have been in my custody ever  
since January 1850, and I received them from  
Geo. W Mitchell late Clerk of said County Court, as  
all of the papers records and files of that Court

Ques. 3<sup>d</sup> Can you produce from your custody any or all  
of the writs issued upon said judgment, of Young  
against Journey, if yea, give the date of the same,  
and sign upon the back thereof, your name with  
the present date

Answer I am unable to find but two writs of the three, which  
were issued from said Court, on said judgment; and  
here produce & deliver to J M Wilson Esq, two writs of  
fieri facias, the first one of which is dated 24<sup>th</sup>  
day of April 1849, and upon each of which I have  
written my name, and the present date



thus "W<sup>m</sup> H Bradley Oct 8<sup>th</sup> 1852." The third writ of venditioni exponas which was issued, as appears by the execution docket June 19 1849, on said judgment. I, after diligent search, am unable to find in my office, I concluded on this morning, a diligent and careful examination for the same, and have been unable to find it. I have no recollection of ever having seen said writ and have no knowledge, as to where the same now is.

Ques 3<sup>rd</sup> Have you in your possession the execution docket of said York County Court if yea. will you produce the same, and state whether there are any entries on the same concerning said writ of venditioni exponas, if yea. will you furnish a copy of the same. — State in whose hand writing the said original entries are made, and who was the Clerk of said York County Court at the time of said entry.

Answer I have the execution docket of said Court in my possession, and find an entry upon the same in the hand writing of Geo M Mitchell who was then Clerk of that Court, and which entry is in the words and figures following to wit:

| (Date)             | (Parties Names)   | (Date and Amt judgment.)       |
|--------------------|-------------------|--------------------------------|
| 1849               |                   |                                |
| June 19            | Alexander Young   | Judgt 7 <sup>th</sup> apl 1849 |
| Special venditioni | vs                | in defendant                   |
| Exponas            | Simple In Journey | Damages 790.78                 |
|                    |                   | & Costs 11.50                  |
| To whom declined   | (Sheriffs return) |                                |

The Shff

Returned the within venditioni exponas Execution satisfied by selling all the within



described property to Alex Young Plaintiff & gave  
him certificate of purchase for same, this 10 day of  
July 1849

W B. Peice Shff

I am well acquainted with the hand writing  
of said Mitchell and have frequently seen him write,  
and am confident that said entries are all of them  
in the hand writing of said Mitchell.

Ques 4 Look upon the Certificate annexed to the depo-  
sition of Alexander Young and state what you  
know of sale of the property therein named and  
of purchase in the name of said Young.

Answer, I look upon said certificate, and answer that  
I attended said sale, at the request of said Young,  
and brdd off for Mr Young all of the property and  
real estate described in this certificate of purchase  
William A Bradley

State of Illinois  
Jo Daviess County

I the undersigned Justice of  
the peace, in and for said County, do Certify that  
the foregoing deposition of William A Bradley  
was taken by me, at the place, and between the  
hours mentioned in the Caption thereof, to wit, in  
the 8 day of October 1852 at the office of the under-  
signed in Galena in said County, between the hours  
of 9 a m. and 6 P m, that said witness was first  
duly sworn, that his examination was by me read-  
ed to writing and carefully read by me, to said  
witness and signed by him; and that he was  
then again finally sworn thereto—



Witness my hand this 8<sup>th</sup> day  
of October 1852. W<sup>m</sup> C Postwick J.P.  
Commis<sup>n</sup> fees \$5.00

Paid by debt Smith

W C Postwick  
J.P.

And also the following deposition of D. J. Herb.  
to wit:

Deposition of Daniel Herb taken in pursuance  
of the foregoing notice before me Miles J Landan a  
Justice of the Peace in and for the County of Carroll  
and State of Illinois to be used as evidence in the  
case Henry Reynolds vs Henry Smith Et al In Chan-  
cery Pending in the Carroll County Court State of  
Illinois This Sixth day of Oct A.D. 1852 at 2. O  
Clock P.M.

Daniel Herb being first duly sworn  
deposes and Says as follows 1<sup>st</sup> Interrogatory are  
you acquainted with the parties in the above suit  
and if so how long have you known them

Answer. I have known them about six years, Second  
Interrogatory have you ever paid to the order of  
Henry Reynolds Money to S. M. Jurney and if so  
when and how much - Answer I have and the  
following is a true Copy of said Order {letter B  
Mr Samuel Herb

Sir please pay to  
S. M. Jurney or order Two hundred dollars and the same  
shall be applied on a certain note now in my possession



And by so doing you will confer a favour on Yours  
Elkhorn Grove Ill 3  
June 23<sup>d</sup> 1850 Henry Reynolds

the following I endorsed on the back, the within  
Excepted and paid to S<sup>m</sup> Young June 23<sup>d</sup> 1850  
Brookville Cole Co. Ill Samuel Herb per Daniel Herb  
Interrogatory 3<sup>d</sup> did you understand what or when said  
money was to be applied and if so state when and what  
purpose. Answer I did that said money was received  
in part payment of a certain piece of land purcha-  
sed by the said Reynolds from the said Young  
Subscribed and sworn  
to before me this 6<sup>th</sup> day  
of Oct a. d. 1852 D. J. Herb

State of Illinois }  
Carroll County }

I Miles Z Landen a justice of the  
peace in and for said County and State do Certify that  
the above was subscribed and sworn to before me  
this 6 day of Oct a. d. 1852 at 2 O. Clock, P. M. at  
my office in Elkhorn grove Carroll County Ill

Justs }  
Fees 50 cts. }

Miles Z Landen

Justice of the Peace

Which Deposition is endorsed as follows to wit:  
Reynolds vs Smith  
et al Deposition  
of Herb

Filed October 13 1852

J. P. Emmert



And also the Deposition of Ransom Wilson & unt.

State of Illinois  
Carroll County

As, Before Leonard Goff, a Justice of the peace in and for said County, at his office in Mt. Carroll in said County & State, on the 23<sup>rd</sup> day of April A.D. 1852, between the hours of nine o'clock in the forenoon and six o'clock in the afternoon of said day -

The deposition of Ransom Wilson of the County of Carroll and State of Illinois, a witness produced, sworn and examined before the said Leonard Goff J.P. at the time and place aforesaid in pursuance of a notice herunto annexed, dated Mount Carroll April 12<sup>th</sup> 1852, to be read in evidence upon the trial of a cause now pending and undetermined in the Circuit Court of said Carroll County, on the Chancery side thereof - entitled)

Henry Reynolds

vs

Henry Smith &

Samuel M. Gurney

In Chancery - Action &c

Ransom Wilson being first <sup>advised</sup> sworn according to law deposeth and saith in answer to the several interrogations on the part of the said plaintiff as follows to wit,

Question 1<sup>st</sup> What is your name, age, and where do you reside - and where did you reside in the Spring and Summer of the year A.D. 1850

Answer Ransom Wilson, I am thirty four years of age - in Carroll County, at Elkhorn Grove I now reside and did so in the Spring and Summer of 1850.



Question 2<sup>d</sup> Do you know the parties Complainant, and defendants in the title of the interrogatory named - or either, or which of them - and how long have you known them -  
Answer - I know all of them - I have known Henry Reynolds since the Spring of 1850 - I have known Henry Smith about ten years & Sample M. Jurney about the same length of time -

Question 3<sup>d</sup> Are you or not acquainted with the east half of the west half of section no (9) nine in Township no thirty three north of Range N<sup>o</sup> Seven East of the fourth principal Meridian? If yea, how long have you been acquainted, then with, and in what County & State is the same situated,

Answer - Yes, I have been acquainted with it since the fall of 1849 - it lies in Carroll County & State of Illinois -

Question 4<sup>th</sup> Were you at anytime - and when present at any and what conversation between the said Complainant and defendant respecting the said Complainant purchasing of the said defendants the said piece or parcel of Land - if yea how did such conversation arise and what passed between the said defendants and Complainants respecting such purchase, and what did the said defendants say in relation to the sale of said land to the said Complainants?

Answer - Yes I was present with the said parties in the summer of 1850 - Smith, Jurney and myself went to Reynolds house - about the 1<sup>st</sup> of July - the conversation was that Reynolds had bought the land above referred to of Jurney - and Jurney wanted to get \$400 a payment that was then due on the land but Reynolds would not pay it until Smith would give a receipt because the title was in Smith - Smith did give a receipt,



drawn up by Jurney, and the four hundred dollars was counted out and paid over to Smith.

Question 5<sup>th</sup> In the Conversation last referred to by you - was it stated by the parties what amount had previously been paid by said Reynolds on said land - State if you know what was the consideration paid by said Reynolds for said land?

Answer - the parties said that two hundred dollars had been paid - previous to that time - Seven hundred dollars was the amount that Reynolds was to give as a consideration for the said land as I understood by the parties at that time.

Question 6<sup>th</sup> Do you or not know whether the said Complainant Reynolds entered upon and enjoyed any or all of said described lands - If yes, when and for how long a time.

Answer - In the fall of 1850 the said Complainant Reynolds sowed some fall wheat on said land, and further he knows not about the possession.

Question 7<sup>th</sup> did you ever hear the said defendants or either of them say that said Complainant had purchased said land prior to the payment of the four hundred dollars spoken of by you.

Answer I have heard Quincy that he had sold the lands to Reynolds, and Smith was to make a deed to Reynolds - when he Jurney paid up the mortgage or incumbrance on the Elizabeth town property - I do not know as I ever did hear Smith say that the land had been sold, prior to the said time of payment of \$400.00

Question 8<sup>th</sup> State if you heard said defendant Smith say anything after his receipt of the said \$400. about his being



obliged to make a deed of said lands to said Reynolds? and if yes, what, and when and where.  
answer, No.

Question 9<sup>th</sup> what was the object of said defendants in going to said Reynolds House - at the time spoken of by you.

Answer They were going to Galena and stopped there to get the four hundred dollars above referred to.

Question 10<sup>th</sup> What was the object of said defendants and yourself in going to Galena at time last referred to.

Answer - we went to pay up the incumbrance on the said Elizabeth town property - that is to say, Jurney & myself.

Question 11<sup>th</sup> was the \$400, received of said Reynolds by said Smith to be applied to the payment of the incumbrance on the Elizabeth town property?

Answer - I believe it was the understanding at that time between the parties, that the said four hundred dollars was to be applied for that purpose.

Question 12<sup>th</sup> do you know any other matter or things that may tend to the benefit of the plaintiff in this Cause.

Answer I don't think of any thing.

Ransom Wilson,  
I do hereby certify that the above deposition of Ransom Wilson was sworn to and signed by the deponent before me, and in my presence, and that the same was taken by me, on the 23<sup>d</sup> day of April A.D. 1852 at my office in the town of Mount Carroll, Carroll County Illinois between the hours of nine o'clock in the morning and 6 O'clock in the evening of said day Given under my hand & seal this 23<sup>d</sup> April 1852

Leonard Goff (Seal)  
Justice of the Peace.



Henry Reynolds } In Chancery - Action  
vs } pending in the Carroll County  
Henry Smith & } Circuit Court April 12<sup>th</sup> 1852  
Sample M. Jurney }

To the above named defendants  
Henry Smith & Sample M. Jurney - you will please  
take notice that upon the twenty third day of  
April A.D. 1852 at the office of Leonard Gop (a Justice  
of the Peace) at Mount Carroll Carroll County Illinois  
between the hours of nine o'clock in the forenoon and  
six o'clock in the afternoon of said day I shall proceed  
to take the depositions of William H. Smith a resi-  
dent of the County of Marathon State of said Carroll  
County which said depositions are to be read in  
evidence upon the trial of the above entitled cause  
as evidence on the part of the above Complainant  
at which place you may appear if you choose and  
put cross interrogations to said witness.

Dated Mount Carroll } Henry Reynolds  
April 12<sup>th</sup> 1852 } by Wm. J. Miller &  
E. Southwick  
Sols. for Complainant

William J. Miller being duly sworn on oath  
says that he delivered to the within named Henry  
Smith a true copy of the within notice on the 13<sup>th</sup>  
day of April A.D. 1852 Wm. J. Miller

Sworn to & subscribed }  
before me this 23<sup>rd</sup> day of }  
April A.D. 1852 }  
Leonard Gop J.P.



which said Depositions are Endorsed as follows  
to wit:

Henry Reynolds.

Henry Smith &

Samuel M. Jurney

} Notice to take depositions  
to keep.

Filed October 13<sup>th</sup> 1852

J. P. Emmert Clerk

Justice Gop Fees Sub<sup>d</sup> 18<sup>th</sup> take  
deposition &c ————— 125

\$1.25

and afterwards to wit, on the 15<sup>th</sup> Day  
of October 1852 at the October Term  
of said year upon the records of said  
Court appears the following Entry  
to wit:

Henry Reynolds

Henry Smith,

Lucinda Smith &

Samuel M. Jurney

} Petition in Chancery

And now at this  
time came the parties by their Attornies  
and joined issue, the trial of which is  
by agreement of parties submitted to  
the Court, and the Court having heard  
the Evidence on the part of the Complai-  
-nant as well as on the part of the  
defendants, deferred giving his decision  
to some time after this term of the Court.



and afterwards to wit: on the 11<sup>th</sup>  
day of October A.D. 1853 at the  
October Term of said year upon  
the Records of said Court appears  
the following Decree to wit:

|                   |                                       |
|-------------------|---------------------------------------|
| Henry Reynolds    | } Bill for<br>Specific<br>Performance |
| Henry Smith,      |                                       |
| Lucinda Smith &   |                                       |
| Samuel M. Journey |                                       |

And now at  
this time came on to be heard the  
above entitled cause, upon amended  
Bill and answer, replication, testimony,  
depositions and exhibits and the  
argument of counsel, and the Court  
being satisfied from the testimony  
and exhibits in the cause of the truth  
of the matter contained in the said  
Complainant's Bill of complaint, and  
the Court being fully advised in the  
premises after due deliberation doth  
order adjudge and decree by virtue  
of the power vested in said Court  
that the said Complainant do pay, to  
the said Defendant Henry Smith the  
sum of forty four dollars, that being  
the amount of the unpaid purchase money  
due on the land in the said Complainant's  
bill of complaint, described according  
to the terms and conditions of the agree-  
ment made between said Complainant



and said Sample M. Jurney, the balance of said purchase money, having been paid according to the terms of the agreement made between said Complainant & Sample M. Jurney and accepted by said Jurney on account of the same, and that said money be paid four months from the date of this decree and that upon the payment of the said sum of money to the said defendant Smith or upon depositing said amount with the clerk of this Court, for the use, and to the order of said defendant Smith, - that he the said Defendant Henry Smith do execute and acknowledge in due form of law, a good and sufficient Warranty Deed in the simple conveying all the right, title and interest of him the said Henry Smith of in and to the lands described in said Complainant's amended bill of Complaint, to wit: The East half of the South West quarter of Section No Nine (9) and the East half of the North West quarter of section number Nine (9) and the East half of the South East quarter of Block Numbered Five (5) in Section Number Sixteen (16) as the said last mentioned lot Number Five (5) is platted and Recorded in the Recorders office in Carroll County State of Illinois, all of said land being in Township Number twenty three (23) North of Range number Seventeen (17) East of the fourth Principal Meridian in said Carroll County making in all one hundred and Sixty five (165) acres, and that said deed be executed and delivered to said Complainant within thirty days from the



time the said Complainant shall pay to said defendant Smith as aforesaid the said sum of Forty four dollars, conveyance to be approved by the master in chancery of this court, and that in default of the execution of such conveyance by the said defendant Henry Smith within the thirty days from the payment of said sum of money by said Complainant to said Defendant as herein before required that then and in that case Rufus G. Bailey is hereby appointed a Special Commissioner to execute a deed to said Complainant of said lands for said Henry Smith and in his name and as his act and deed and to deliver the said conveyance to said Complainant, and the said Henry Smith is hereby directed to surrender the possession of said lands so far as he may be in the possession of the same to the said Complainant so soon as the said Complainant shall obtain a deed for the same, under or by virtue of this decree. And it is further ordered, adjudged and decreed that the said defendants Henry Smith and Samuel M. Surney pay the costs of this proceeding and that in default thereof, that an execution issue therefor as in ordinary case of judgments at law.

State of Illinois  
Carroll County, Yes J. J. P. Emmert  
Clerk of the Circuit  
Court in and for said County do  
certify that the foregoing is a true



Copy of demurrers, Summons, Bill  
in Chancery as amended, Replications,  
Answer to Bill, Stipulations,  
Executions & *exhibits*, Notice of Sheriff  
Sale and Depositions on file  
in my office and all the Entries  
upon the Records of my office  
in the case of Henry Reynolds  
against Henry Smith, Lucinda  
Smith and Samples W. Turney  
in an action upon a Bill for  
specific performance, and I do  
further certify that the final  
decree aforesaid, entered as aforesaid  
upon the 11<sup>th</sup> day of October 1853 is  
a correct copy of the decree given  
to me to enter upon the Records  
by the Complainant's Attorney and  
which decree as handed to me by  
said Attorney was without the  
signature of the Hon J. W. C. Wilkinson  
the presiding Judge of this Judicial  
Circuit at the time the same was  
entered upon the Records.

Witness J. P. Emmert Clerk  
of said Court and the Seal  
thereof at Mount Carroll  
this 9<sup>th</sup> day of May A.D.  
1854 J. P. Emmert Clerk

Clerk's fees for making record for Supreme Court paid  
by defendant Smith, \$25.00.



Henry Reynolds

vs

Henry Smith

Lucinda Smith

& Samples in Journey

Exemplification  
of Record





Henry Smith ~~vs~~ Plff in Error - }  
Henry Reynolds = Deft in Error - }

In Supreme Court of the State  
of Illinois 3<sup>d</sup> Term Disising - to the  
June term of said Court ~~of~~ D. 1854 -

And the said Plaintiff in Error <sup>H. Smith</sup> by  
J. Patterson & W. Whigley Come and assign  
the following Causes of Error =

- 1<sup>st</sup> The Court Erred in rendering a decree  
against Complain<sup>t</sup> W. Journey when he  
was not before the Court -
- 2<sup>d</sup> The Court Erred in rendering any decree  
against said Smith -
- 3<sup>d</sup> The Court Erred in not rendering a  
decree against Complainant - and in  
favor of said Smith -
- 4<sup>th</sup> The Court Erred in rendering such  
a decree as it did -
- 5<sup>th</sup> The Court Erred in not dismissing the  
said Bill of Comp. as to said Henry Smith
- 6<sup>th</sup> And for Divers other manifest Errors  
appearing upon the Record and in  
the proceedings of said Circuit Court in  
the above cause - as by the ~~proceed.~~ appear

C. F. Stevens And  
W. Whigley Sol<sup>r</sup>  
for said Smith

And said defendants say, there  
is no Error - Hoping the Hon<sup>ble</sup> Justices  
Dependunt



22  
Henry Emery  
of  
Henry Reynolds  
Read & errors

7  
Feb. May 30 1854  
S. L. Laidley, C.R.



Carroll Co. Cir Ct. October Term 1852  
Henry Reynolds

Henry M. Smith } Bill to enforce  
Samuel M. Jurney } specific performance  
of contract for  
conveyance of land. Higgins & Henry  
for Complt J. M. Wilson for defts.  
Heard by the court on Bill Answer  
& replication & upon the testimony  
offered by the parties.

Testimony for Complainant

1. William Reynolds. Am acquainted with both the defts & has known them for 6 or 7 years. Complt is his father. Knows there was a contract between Complt & Samuel M. Jurney for a piece of land to wit five acres on the School Section - Equal & undivided SE  $\frac{1}{4}$  Block 5 Sec 16 - 160 Acres E  $\frac{1}{2}$  N  $\frac{1}{2}$  Sec 9 - all in Twp 23 N R 7 E. Complt was to have land for \$750 which was to be paid as follows 650 down, & 100 in note payable in one year with int. Jurney was to make deed right off. This contract was made in the fore part of June 1850 - This Witnes was called on by one of the parties to witness the bargain - The Witnes was working for S. M. Jurney at the time. Complt was to have possession of the land &  $\frac{1}{3}$  of the crops then growing thereon, except the Corn. Shortly after the bargain was made Complt went on the land & fixed up the fence, & also got  $\frac{1}{3}$  of the crops of



wheat & oats growing at the time of the contract. Complt also plowed the land & sowed wheat - Dont recollect that Complt did any thing further. The Wheat was plowed in in latter part of August 1850. - Cattle began to get in & the fences were fixed up to keep them out - this not far from a month after the making of contract. The Land situate from a half to a mile from residence of deft Smith on the road leading from Smiths house to the Store & Post Office. The lands & the country thereabouts is level & open - a very small portion of the land could be seen from S. - Wit occasionally saw Smith going to P.O. & along the road. Wit left a short time after the Wheat was sowed & went East & dont know how long afterwards the Complt occupied the land. During the time Wit was there, he went over with his Father (the Complt) across the lands. Complt went frequently upon the lands to see to them. Dont know who had possession of land when I came back from the East. There was a house put on the lands in my absence & a family living in it. At time above contract was made 50¢ was paid by Complt to S. M. Jurney for the purpose of binding the bargain. Jurney



2. he had not got a title for the lands, but the title was coming from Henry Smith sometime in July 1850 Smith & Jurney the depts. Ransom Wilson & witness went together in Stage Coach to Compt's residence. Jurney called on Compt for money to which Compt replied he didn't like to let him have it, because the deed was coming from Mr Smith. Mr Smith said he would receive the money. Compt then appeared willing and Mr Jurney then set down & wrote a receipt which Smith took and signed. The receipt presented (marked E & C) is the one that was signed & is Jurney's handwriting. Has seen J. write & know his handwriting. The amt p<sup>d</sup> by Compt at that time is 400\$, which was rec<sup>d</sup> by dept Smith. Witness never read the receipt till now. The objection made by dept to paying the money to Jurney was that the deed was coming from Smith he was willing unwilling to pay Jurney any more money until he got the deed. Smith sd he would take the money, & did so, counted it over & put it in his pocket. Before starting away Smith said he would see that he (Compt) had a deed - This was at the same time the receipt was signed. The objection by Compt to paying money to Jurney was before the receipt was signed.



At this time there was present in the house  
of Compt, the Compt, the Defts Jurney  
& Smith, Ransom Wilson and Witnep.  
Dont recollect whether Ransom Wilson  
was present all the time or not.  
Mr Smith said he was about going  
to Galena & calculated to be gone  
about four days & when he got back  
Compt should have the deed. The  
parties stoped at Compt's house only  
a few minutes, & while the stage was  
stopping there.

Knows of another payment to Jurney,  
of 22 \$ Witnep was owing Mr Hurd &  
Hurd was owing witnep's father & Jurney  
was owing the witnep, & the amt was  
arranged by Jurney charging Wit with  
the amt. & crediting the amt to Witnep's  
father. Mr Jurney was also to allow  
on this contract the price for cutting  
76 Acres of grain at 50 cts per acre  
(\$38.) and this amt was allowed by  
Jurney on this contract in a settlement  
between the parties, so Jurney told  
Witnep - Knows of no farther pay-  
ments. Witnep is in his twenty fifth  
year of age.

Cross-examined by S.M. Wilson Esq  
Defts counsel.

Witnep went to live at Jurney's the  
last of March or first of April 1850.



x left election day - Thinks it was in Sept. but  
dont recollect I was in the fall abt time  
of picking corn Jurney lived about two miles  
East from Compelt and the land miles  
East of Jurneys. Wit went down to his  
Fathers, sometimes once in a week & sometimes  
once in 3 weeks, Wit was working on the  
farm at Jurneys. His business of attending  
Jurneys farm called him over this land  
sometimes every day & sometimes once in a  
week. In June & July wit worked for  
Jurney in cultivating the same inclosed  
with this land, & the corn was on this land  
When Wit went down to his fathers, he  
dont recollect that he ever went with  
him to this land.

At the time of the contract the corn was  
not very large and was worked some  
before & some after. In July, Compelt, went  
to work in fixing up the fences on the land  
this was the first that witness saw of Compelt  
taking any care of the place.

By the agreement between Jurney & Compelt  
the Compelt was to have  $\frac{1}{3}$  of the grain  
to be deliv<sup>d</sup> in the shock - Mr Hlanigan  
was to cut the grain, Hlanigan was  
cropping a portion of Jurneys farm on  
the share at the time of the contract  
Jurney was to get one third of the grain  
of Hlanigan & that third was transferred  
by Jurney over to Compelt. Along in



the month of June. Flanagan, the Compt & Witness were all on or about the place. Don't know that Flanagan knew of the bargain. Witness told Flanagan of the contract shortly after it was made and told him that Compt had both the farm & was to have a share of the grain. never heard any conversation between Compt & Flanagan or of Flanagan's new grazing Compt as his landlord until harvest; they then separated the grain.

Witness was at work upon the corn in keeping out the weeds &c mostly in June & July, there was a garden beyond the place which they also worked - common rail fence around the place - no house upon it.

Nothing said as to whether the meeting at Compt's was by a previous appointment - understood that the stage was to stop there - but don't know that any one said what for. Jarney & Witness got in first at Jarney's house. Smith & Wilson got in at Smith's house, the stage was going on to Galena & Wilson, Jarney & Smith went on from Compt's house to Galena. Witness stayed at his father's. The conversation about the money &c was first spoken by Jarney - Witness relates the conversation just as he understood it, gives the words of the persons as near as he can recollect - Don't say I give every word, they may have said more on that subject but I have stated as I understood it.



The matter is kept in mind more by the fact, that he was called as a witness in the first instance - Has talked of the matter some with his father - Will live in Wisconsin, been at his fathers about 3 weeks, his father wrote him to come down or he would have to take his deposition - Has had questions asked him as to what he recollected, but has held no conference with other witnesses as to what each could testify to. When witness & his father was coming from Dixon & while there heard his father talk about a deposition & had a paper but witness dont know what they said or what they ~~had~~ paper they had - Had a conversation with Mr Higgins to day in which witness was asked what he knew & he told him what he has here stated. Higgins & Mr. father had some conversation but dont know what was said. At the interview between the parties nothing was said as to what was to be done with the 400<sup>00</sup> - Smith & Jurney were going to Galena on business & were coming back in a few days, knowing the numbers of the land, from the fact Jurney described at the time the bargain was made by its numbers, & witness also owned land adjoining it, & lived some time



near by it. Cant give the numbers of the tract on which his father resides as it is in a different township. Witnep afterwards took down the description as he heard there might be a "fuss" as Jurney had gone away.

Re-examination by Saml. H. Higgins for Compt.  
For the purpose of fixing up the fence, his father got rails from about the place & also cut small trees from the edge of the grove on the place. It was rumored that Jurney had left before Witnep went away, and that Smith was not willing to give a deed.

2. Silas Kellogg - Knows the Compt. by deeds & has known them five years - Was at Mr Smiths abt time may be a little before Jurney left, thinks in August 1850 - he was speaking of the trade between Jurney & Reynolds. Says I to Smith Mr Reynolds will slip up in getting his land from Jurney, will he not. Smith said Reynolds had refused to pay Jurney any more money & had paid over \$400 to him (\$5) and that he agreed that the deed should be forthcoming, when Jurney took up the Mortgage. - didnt say what Mortgage. Smith s: Jurney started to go and take



it up & went as far as Mt Carroll and came back, and that was the last he (J) had done about it. This was all that was said at that time that I recollect - never heard Smith say any thing about it before the above conversation.

Mr Reynolds wanted W<sup>m</sup> to go to Smith & see if he would settle it on fair terms, W<sup>m</sup> went to him last fall abt a year ago now - Smith s<sup>d</sup> he was willing to settle it on fair terms, & asked him what were fair terms & he said he hardly knew. Reynolds told me to tell Smith if he would give him the land that he had bargained for of Juney, that he (R) would give \$ the \$0 a that he (R) now lives on, Smith s<sup>d</sup> he would think of it & see if Mrs Stone would like to go there to live. She was then living on the tract now in dispute. There was something said about what Reynolds wanted to prove by Mitche<sup>s</sup> & witnes<sup>s</sup> told him just what he has said here - & Smith s<sup>d</sup> he had never denied that. This is all I recollect of -

Don't know any thing about Reynolds' possession of the land except from hearsay I never saw Reynolds working there. Was seen Hannigan working there. Heard Hannigan say in summer of 1857 that Reynolds was to have  $\frac{1}{3}$  of the grain with the place.



Crop Examined by S.M. Wilson  
Mr Smith didn't say what property the  
Mortg<sup>e</sup> was upon. Smith might have  
used the term the term "incumbrance" but  
thinks he said "Mortgage" Don't recollect  
that I said any thing about property  
in Elizabeth, or of a judgment. Didn't  
describe the property or who it was to - at  
first conversation with Smith was in a  
neighborly way, didn't think of ever being  
a witness in the case & nothing to impress  
it particularly on the mind. Didn't  
say where I was to go, to take up  
the mortgage, but said he went as  
far as Mr Carroll & went back -  
Mrs Stone said Mr Smith was going  
to let her have 80 Acres of land  
there. Mr. Smith drew the house  
on there about a year ago last June,  
& an addition was put up abt same  
time.

3. Lewis Reynolds. I'm acquainted with  
defts & has been for 6 or 7 years.  
Complt is my father. Knows the  
land in controversy. Wheat & oat were  
raised on the land in 1850 - Saml. Hangan  
had the care of it - Saw my Father fixing  
up the fences on it, & helped him do it,  
in 1850; Thinks the whole field abt 30 acres,  
fixed fences around two sides of it, - the field  
takes in the land in controversy, and a part



of Smiths not in dispute. Cant say how much land is in cultivation in the field. Saw my father help thrash the wheat that was raised on the land but the threshing was not on the land. He took  $\frac{1}{3}$  of the grain. He cut saplings on the land to patch the fence, never saw him putting in the wheat crop afterwards. was not there. Has been on the land with his father to see about the fences —

obj. & defn. Has seen his father start towards the land & say he was going to see as to the timber, & has seen him return & heard him state that Ayres had been taking timber — Heard Smith say to father "You may as well go and take the grain, for no one has a better right to it than you have." Smith attended to the grain on this land this was in Sept 1850. Father got one third of the grain and Flanigan two thirds — Flanigan hauled his part off. Father settled with Flanigan for stacking the grain. Flanigan was to deliver it in shock & father p<sup>d</sup>. him to stack it.

Crop Examined by S. M. Wilson Esq  
p.d. nothing

4. Henry Hunter Am acquainted with the parties & has been for several years — knows the Land in controversy understood it to be the same on which



Flanagan worked. - The value of two 80 a  
tracts of land there, is from 6 to 8 \$ per  
Acre - 5 Acres of Timber of the School section  
(if an average tract) is worth \$10 per acre.

Exp examined by S. M. Wilson Esq. p'd - nothing -

5. Miles & Landow. Knows, & has known  
the parties for several years. - Knows the  
land the Compt claims to be in dispute  
& referred to by the other witnesses, never  
heard Defts say any thing about it.  
The land is the E 1/2 & W 1/4 Sec 9. & E 1/2 of SW 1/4  
Sec 9 T23 N R 7 East. Value of land in  
that neighborhood variously estimat-  
ed, A little timber of young growth  
on part of it - estimates the value of the  
land at 7 \$ per acre. The timber  
lot, he knows nothing abt its value.  
Some of the land in the grove worth 30 \$ per  
acre & other of it not worth 5 \$ per acre.  
Don't know what this 5 acre tract worth.  
Abt 1<sup>st</sup> Sept 1857 Compt Reynolds  
offered to pay Smith 44 \$ and witnes  
tendered the money \$40 & odd dolls thinks  
44 \$. to Deft for Compt and Compt  
then demanded the deed of S for the  
land in controversy. It was made for  
the purpose of obtaining the deed - the  
deed presented is the one Compt wants  
Smith to execute. Smith refused to



Execute the deed; and said he never agreed to make him a deed, or that he didnt agree to execute such a deed as that presented - witness dont recollect which. Dont recollect what reason Smith assigned for not making the deed, S said the land was described wrong in the deed offered by Reynolds for him to sign - R then asked him (S) to make him another deed - Smith didnt say that he had made any agreement to execute a deed. The words used by S. were "that he had never agreed to make any such deed"

Reynolds afterwards demanded of a deed of S. - Witness went with Reynolds to Smiths to take the acknowledgement of the deed - & to make the tender - The amt tendered was the amt of note & interest whatever that amt was - thinking it abt  $44^{\frac{20}{100}}$  \$ - Smith refused to take the money. S? that Reynolds did not owe him anything -

No cross examination

6 John Fozdick. - Has known the parties for 6 or 8 years. Knows the land described by the witnesses as in dispute. It is worth 10 \$ per acre in his opinion - Dont know the value of the timber tract.



During the time was away, the first time (in the fall of 1850) Wit had a conversation with Smith & told him it was the general impression that Jurney had left. He s<sup>d</sup>. Mr. Jurney hadn't left, but would be back again. And that when he left again he would not say whether he would ever come back. That was the substance of all that passed between us - wit was coming past Smith's one evening abt time Jurney was absent first time - Heard Smith say he had a deed made over and acknowledged all ready for Reynolds. Were speaking about the land Reynolds had bought of Mr Jurney. ~~During the time~~

Crop Examined by S. M. Wilson Esq for deft.

The conversation between wit & Smith was a neighborly one - nothing particular to impress it on the mind - no dispute ~~abt~~ between the parties abt the land at that time that witnes. was aware of.

7. Blank deed from Smith & wife to Henry Reynolds of date 4<sup>th</sup> Sep<sup>r</sup> 1851  
referred to by Landon, in evidence also
8. note of Reynolds to Jurney dated Aug 23. 1850 with figures of Landon on back



as to amt due.

9. Receipt for 50 ¢ of Smith, signed by Jummy, date June 11/50 to apply on land.
10. Order drawn by Reynolds on Saml. Herb in favor of Jummy for 200 ¢ date June 23/50 accepted by Herb & p<sup>d</sup> to Jummy, as per deposition of Herb.
11. Receipt of Henry Smith to Reynolds July 7, 1850. for 400 ¢, to apply on the land. bot. by R of J and which Smith agrees to convey according to the agreement between Reynolds & Jummy.
12. Daniel Herb - Deposition as to payment of order of 400 ¢ above numbered 10 - & that it was to be in part payment on the contract for the land.
13. Ransom Wilson. Deposition.
14. Originals of Exhibits referred to.

Testimony for Defendant.

1. Jesse Rapp. Acted as Deputy Sheriff in 1850 in Carroll Co. Executed an attach-



ment for 500 \$ in considerable amt  
of personal property of Jurney amount-  
ing in value to abt 600 \$. The writ  
shown to witness is the one he executed  
the return thereon is in his handwriting  
& the property attached is described therein.  
The property was found on the farm  
Jurney had left. His wife & children  
were there at the time of the levy & the  
attachment.

2. The writ of attachment and return attended  
to by the above witness.
3. David Hardy. The wheat crop of 1850 on  
the place in dispute put in by Reynolds  
on the corn was never harvested, as witness  
knows of. Thinks he would have known  
it it had ever been harvested, as the  
field would have presented a different  
appearance & not had so many weeds  
Rode by the place frequently. never  
examined the wheat to see if it was  
good. Help build the Cabin for  
Smith. Thinks the crop was not  
harvested for reason that it had  
failed.
4. Deposition of Alexander Young, &  
containing therein transcript of Subst.



in Joe Davis Co. in Ct. and certif  
of purchase.

5. Wm H. Bradley - Deposition on file.

6. Deed from Sheriff of Lo Davis Co. to Alexander  
Young, for the Elizabeth property.

7. Si. Ho. and alias Si. Ho.

8. The order of Survey on Young, a copy  
of which is attached to deposition  
of Young.

The foregoing is a minute of the  
testimony in the above case.  
Era C. Wilkinson

State of Illinois  
Cass County

J. J. P. Emmert  
Clerk of the Circuit Court in and  
for said County do certify that  
the foregoing is a true and correct  
copy of the minute of testimony



and certificate of the Honl. Sec  
O. Wilkinson in the case of  
Henry Reynolds v Henry Smith  
Et al. on file in my office

Witness my hand and  
the seal of said Court  
at Mt. Carroll this 10<sup>th</sup>  
day of July A.D. 1854  
S. P. Emmert Clerk



Henry Regnold

<sup>no</sup>  
Henry Smith & Co.

---

July 12, 1854  
Leland Ck.



STATE OF ILLINOIS,

Supreme Court,

ss.

The People of the State of Illinois,

To the Sheriff of the County of Carroll — Greeting:

**BECAUSE** in the record and proceedings, and also in the rendition of the <sup>diene</sup> judgment of a plea which was in the circuit court of Carroll county, before the Judge thereof, between Henry Reynolds complainant, and  
Henry Smith, Lucinda Smith & Saml. M. Jurney defendants —

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

Henry Smith

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

Henry Reynolds

that he 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 Second Monday in June next, to hear the records and proceedings aforesaid, and the errors assigned, if he 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 Henry Reynolds —  
notice, together with this writ.

WITNESS, the Hon. **Samuel H. Treat**, Ch. of Justice of our said Court, and the Seal thereof, at Ottawa, this 30<sup>th</sup> day of May in the Year of Our Lord One Thousand Eight Hundred and Fifty-four.

L. Leland Clerk of the Supreme Court. Do  
By P. K. Leland Depy. Clk.



Henry Smith implor  
 vs.  
 Henry Reynolds  
 Seire facias.

Received June 13th  
 to take to serve  
 Charles Bennett  
 Sheriff

Filed June 17. 1854  
 L. Uland Clerk.

RECEIVED JUN 17 1854

RECEIVED JUN 17 1854



STATE OF ILLINOIS,

Supreme Court,

ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the county of *Carroll* Greeting:

**BECAUSE** in the record and proceedings, as also in the rendition of the judgment <sup>decree</sup> of a plea which was in the circuit court of *Carroll* county, before the Judge thereof, between *Henry Reynolds Complainant*

plaintiff, and *Henry Smith, Lucinda Smith & Samuel M. Turney*

defendants, it is said manifest error hath intervened, to the injury of the aforesaid *Henry Smith*

as we are informed by *his* complaint, and we being willing that error, should be corrected if any there be in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint, aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the *Monday in June* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law;

WITNESS, the Hon. **SAMUEL H. TREAT**, Chief Justice  
of our said Court, and the Seal thereof, at Ottawa, this *30<sup>th</sup>* day of *May*  
in the Year of Our Lord One Thousand Eight Hundred and Fifty-*four*.

*L. Leland* Clerk of the Supreme Court.  
*By P. K. Leland Supt. Clk.*



Henry Smith m. p. l. d. re.  
vs.

Henry Reynolds

Unit-of error

Filed May 30<sup>th</sup> 1834.

S. Leland Ch,

By F. K. Leland Secy.



Salina May 26th 1854

Clerk Supreme Court

Enclosed please  
find a Record which ~~file~~  
please file and issue a  
process to the Deft in Ex-  
to the Sheriff of Carroll  
County to be served by  
him upon the said Deft.

No Supersedeas is asked  
for in this case.

The fee of \$5. I will  
make all right with you  
when I come down which  
will be early in the term.

I am Dear Sir

Truly yours &c  
J. P. Stevens



Henry Reynolds } Hall of Illinois  
#4 }  
Henry Smith et al } Supreme Court  
3<sup>d</sup> General Division  
Dvor to Carroll - Co

Wm H. Higgins being duly sworn  
says that he believes that the Clerk  
of the said Carroll County Circuit Court  
has not sent up a complete record  
of the proceedings in the above cause

That all of the oral testimony taken  
in said cause has been omitted  
& affiant believes that the said  
oral testimony was properly certified  
by the Judge so as to make the same  
a part of the record; but affiant can  
not state positively that the same  
was done although he has seen the  
record since it was tried & affiant's  
best recollection is that the Judge  
did properly certify said testimony  
so as to make the same a part of the  
record - & further affiant says not  
sworn to & subscribed Wm H. Higgins

before this 2<sup>nd</sup> day of June  
A.D. 1854 - L. Leland Clk.  
By P. H. Leland Depy



32.  
Henry Reynolds  
vs.  
Henry Smith et al  
Affidavit

Filed June 27<sup>th</sup> 1884.  
L. Leland Clk.  
By P. K. Leland atty.



State of Illinois

Henry Reynolds

vs

Henry Smith & Sample McJurey -

} Supreme Court  
3d Circuit Division  
Carroll County

The defendant in  
Error by Higgins comes & suggests & alleges  
a diminution of the record filed in this  
cause in this Court. That in the record &  
proceedings of this Court below a certified  
in this Court the Clerk has not inserted  
the testimony of several of the witnesses who  
were orally sworn in this Court below  
& whose testimony was duly preserved  
by the proper certificate of the Judge  
so that the same is part of the Records  
of said Court. Wherefore the defendant  
in Error prays that a certiorari may issue  
to the Clerk of the Circuit Court of Carroll  
County from this Hon Court for the  
purpose of sending up said testimony  
& supplying the deficiencies in said record.

Higgins & Shott  
Attys for Dept in  
Error -



Henry Reynolds  
H. R.

Henry Smith Beland

---

Motion for Certiorari

---

Filed June 27. 1854.  
L. Seland. CLK.



State of Illinois  
Henry Smith et al vs In Supreme Court  
35 Grand Division  
Henry Reynolds vs Appeal from Carroll

It is hereby agreed by the parties to  
the above entitled cause that the  
matter in controversy in this suit  
has been settled and that this  
appeal may be dismissed at the  
costs of said appellants Henry  
Smith et al

Henry Smith.

By W. Wiegley, his Atty.

Henry Reynolds

June 21 1855



Supreme<sup>10</sup> Court

Regard 10  
ad

Am. St.

Agreement to demand

Filed for 43-1855  
L. Leland  
Ch



State of Illinois, ss.

Supreme Court, Third Grand Division, at Ottawa:

The People of the State of Illinois,

To the Clerk of the Circuit Court of *Carroll* County, GREETING:

WHEREAS, in a certain plea between *Henry Reynolds* Complainant  
& *Henry Smith, Lucinda Smith* plaintiff ~~and~~ *Samuel M. Furney*  
defendants, lately depending in the Circuit Court  
of said county, wherein judgment <sup>diene</sup> was rendered for the said complainant  
and against the said ~~dependants~~  
and the said *Henry Smith* having ~~sent out~~ <sup>sent out</sup> a writ of error to ~~review~~ the judgment  
of said Court, rendered against him as aforesaid, to the Supreme Court, held at  
Ottawa, on the *2<sup>d</sup> Monday of June instant* and in pursuance of the said  
*Writ of error* a transcript of the record and the proceedings in the plea afore-  
said was transmitted. And, also, whereas it hath been suggested, on the part of said *Henry*  
*Reynolds* ~~Henry Smith~~ that the said record has been diminished, inasmuch as

"in the record & proceedings of the Court below  
as certified to this Court, the Clerk has not  
inserted the testimony of ~~several~~ of the witnesses  
who were orally sworn in the Court below &  
whose testimony was duly preserved by the  
proper certificate of the Judge so that the same  
is part of the record of said Court" ~~the same~~  
and the same

hath not been sent up; and forasmuch as the said Supreme Court are not satisfied that  
there is a sufficient record sent in the plea aforesaid, but in the record there is a diminu-  
tion: YOU ARE, THEREFORE, HEREBY COMMANDED, that, without delay,  
the said *testimony* therein you cause to be transmitted to the Supreme Court, ~~to be~~  
~~held at Ottawa, on the~~ *now sitting at Ottawa in said State*  
~~next~~, without any diminution or addition whatsoever, to the end that speedy justice may  
be done in the premises. according to law; whereof you are in no wise to fail; and send  
you then there this writ.

WITNESS, the Hon. SAMUEL H. TREAT, Chief Justice of  
said Court, and the seal thereof, at Ottawa, this *28<sup>th</sup>*  
day of *June* in the year of our Lord one thou-  
sand eight hundred and fifty- *four*.

*S. Leland* Clerk of the Supreme Court.  
*By P. K. Leland* Deputy Clerk.



Henry Smith implor  
vs.

Henry Reynolds

Certiorari -

Filed July 12. 1854.  
Leland Clk.



~~32. 10~~

Henry Smith impld, &c.

vs.

Henry Reynolds.

1854

32

1237

1854