

12873

No. _____

Supreme Court of Illinois

~~Putnam~~
NAM

vs.

Lamb, et al

174

Virgil Lamb et al.
vs

Reuben Pertracum

174

12873

1859

The People of the State of Illinois

By the Grace of God free and
Independent

To All to Whom these Presents Shall come

Greeting !!!

Know Ye. That we having caused to be inspected the Records and
proceedings now remaining in the Office of our Clerk of our Circuit
Court in and for our said Hankakee County Do find certain Records
and proceedings in the words and figures following (To Wit)

"United States of America

"State of Illinois } ss.

"Hankakee County }

"Pleas before the Honorable Charles R Starr
Judge of the Twentieth Judicial Circuit of
the State of Illinois at the September Term of the Hankakee County Cir-
cuit Court Began and held at the Court House in the Town of Han-
kakee City in said County on the first Monday of September the
same being the Seventh day of said Month of September in the year
of our Lord One thousand eight hundred and Fifty Seven and of the
year of the Independence of the United States of America the Eighty Second

"Present Hon. Charles R Starr Judge of the 20th Judicial Circuit

"Simoon Dinit States Attorney of 20th Judicial Circuit

"Francis Sequin Sheriff of Hankakee County

"Philip Worcester Clerk of Hankakee County Circuit Court"

And Hereofore -

To Wit, On the First day of August in the year of our Lord one thousand
Eight hundred and Fifty seven. Reuben Putnam by his attorney Thomas
P Bonfield did file in the Office of our Clerk of our said Court his certain
Pracipe in the words and figures following (To Wit)

"State of Illinois }

"Hankakee County }

"Reuben Putnam

vs

"Virgil Lamb Robert Ranney

"Christopher H Knott

"Hankakee County Circuit Court of the

"September Term a d 1857

"Trespass on the Case upon Promises

"Damages \$500.00

"Issue a Summons against the said Defen-
dants in the above entitled cause returnable

"according to Law to answer the said Plaintiff of a Plea of Trespass on-

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"September Term a d 1857

"Trespass on the Case upon Promises

"Damages \$500.00

"Issue a Summons against the said Defen-
dants in the above entitled cause returnable

"according to Law to answer the said Plaintiff of a Plea of Trespass on-

the case upon promises Damages Five Hundred Dollars
" To Philip Worcester Clerk }
" Circuit Court August 1857 } " Thomas P Bonfield

and afterwards to wit, on the same day
and year last aforesaid the said Clerk did in accordance with the
request contained in the foregoing recited Process did issue a
certain Summons in the words and figures following (To wit)

" State of Illinois }
" Kankakee County } ss.

" The People of the State of Illinois to the Sheriff of said County

" Greeting

" We command You that You Summon Virgil Lamb
" Robert Ranney + Christopher H Knott if they be found in your County per-
" sonally to be and appear before the Circuit Court of the said Kankakee
" County on the First Monday of September 1857. To answer Reuben
" Putnam of a plea of Trespass on the case upon promises to the
" damage of him the said Plaintiff Five Hundred Dollars as is said
" have you then and then this Wit



" Witness Philip Worcester Clerk of the said Court
" the seal thereof hereto affixed in said Kankakee
" County this 1st day of August A.D. 1857.

" Philip Worcester Clerk
" per M Goring Deputy

and on the Back of said Wit was the following endorsement (to wit)
" Served this Wit by reading to the within named Defendants this 15th day of
" August 1857

" T. Sequin Shff

" By J. A. Hynes Deput

And afterwards (To wit, On the Twenty Eighth day of August in the year of
the Lord one thousand eight hundred and Fifty Seven the said Plaintiff
by T. P. Bonfield his attorney did file in the office of the Clerk of the
said Court his certain declaration in the words and figures following (To wit)
" State of Illinois }
" Kankakee County } ss
" Kankakee County Circuit Court
" of the September Term A.D. 1857
" Reuben Putnam

Plaintiff in this suit by J. P. Bonfield his Attorney complains of Virgil
Lamb Robert Ranney and Christopher McKnott Defendants of aspen
of Ingham as the case upon Promises. For that Whereas the said Defen
dants heretofore To Wit, On the Twenty third day of February in the
year of Our Lord One thousand eight hundred and Fifty Six at
Kankakee City To Wit at said County of Kankakee made their certain
Promissory Note in writing bearing date the day and year aforesaid and
then and there delivered the same to one Case Madley in and by
which said Note said Defendants by the name style and description of
Virgil Lamb Robert Ranney & C^o McKnott promised to pay to Case Madley
or Order in nine months after the date thereof the sum of Four Hundred
Dollars for value Received and the said Case Madley to whom or to whose
Order said Note was Payable. afterwards To Wit, on the day and year aforesaid
at Kankakee City that is to say at the County of Kankakee aforesaid endorsed
said Note mentioned to be paid to said Plaintiff. and then and there delivered
said Note so endorsed to the said Plaintiff by means whereof. and by force
of the Statute in such case made and provided the said Defendants became
liable to pay said Plaintiff said sum of money mentioned in said Note and
being so liable in consideration thereof then and there undertook and promised
to pay the same to the said Plaintiff. according to the tenor and effect of the said
Note and of the endorsement aforesaid. To Wit at the Place aforesaid
And Whereas also the said Defendant afterwards To Wit, on the Nineteenth
day of July in the year of Our Lord One thousand eight hundred and Fifty
Seven To Wit, at said County became and were indebted unto the Plaintiff
in a large sum of money To Wit, Five Hundred Dollars for money before
that time lent and advanced to said defendants by said Plaintiff at Defendants
request. and also in the like sum for money before that time paid laid out
and expended for the said Defendants by the said Plaintiff at the special
request of said Defendants. and in the like sum. for money before that
time had and received by said Defendants to and for the use of said
Plaintiff and also in the like sum for Goods wares and merchandise before
that time sold and delivered by said Plaintiff to said Defendants at their
like special instances and request and also in the like sum for the labor care
and diligence of said Plaintiff before that time done and performed by said
Plaintiff for said Defendants and at the like instance and request of said
Defendants and also in the like sum then and there found to be due and

"and owing to said Plaintiff on an account stated between them. and
 "being so indebted said Defendants in consideration thereof then and there
 "undertook and promised to pay said Plaintiff said several sums of money
 "above mentioned when thereunto afterwards requested
 "Yet the said Defendants not regarding their said promises and undertakings
 "but continuing &c although often requested so to do have not paid said
 "Plaintiff either of said sums of money above mentioned or any part thereof
 "but so to do have hitherto wholly neglected and refused and still do neg-
 "lect and refuse to the damage of said Plaintiff of Five Hundred Dollars
 "dollars and therefore he brings this suit &c

P P Bonfield Plaintiff's Attorney-

"Copy of note or account sued upon"

"\$400.00

"Kankakee City February 22nd 1856

"Nine Months from date we promise to pay Cash Money or Order
 "Four Hundred Dollars for value received

(Signed)

"Virgil Lamb,

"Robert Ranney"

"C W Knott "

"Indorsed

"Without recourse on me (signed) Case Madley.

"Virgil Lamb Robert Ranney & Christopher W Knott

"Or to Reuben Putnam

"To money lent & advanced	\$ 500.00
"to money paid laid out & expended	500.00
"to money had & received to plaintiff	500.00
"to Goods Wares & Merchandise sold & delivered	500.00
"to Care and diligence	500.00
"to account stated	500.00

And afterwards to wit,

on the Seventh day of January in the year of Our Lord One thousand
 eight hundred and Fifty eight it being One of the regular days of the
 December Term of said Court for said year AD 1857. And the said
 Court being then duly Organized and sitting in open Court for the
 transaction of business. the following proceedings were had and entered
 of Record by the said Court in the words and figures following
 (To Wit)

" 94 25
 " Reuben Putnam
 " Virgil Lamb Robert Ranney
 " Christopher W. Knott

"Trespass on the case"
 "on Promises"

"This day injunction in Chancery allowed
 on part of Defts staying further proceedings on the part of Plff
 until further order of Court"

And afterwards (To Wit) On
 the Seventeenth day of April in the year of Our Lord One thousand
 eight hundred and Fifty eight The said Defendants by Paddock
 and Morse did file in the Office of Our Clerk of Our said Clerk their
 certain Plea in answer to Plaintiffs Declaration in the words and
 figures following (To Wit)

" State of Illinois
 " Waukegan County } ss.

Waukegan County Circuit Court of the
 April Term A.D. 1858

" Reuben Putnam
 " vs.
 " Virgil Lamb Robert Ranney
 " Christopher W. Knott

"Trespass on the case
 "Upon Promises"

"And the said Defendants by Paddock &
 Morse their attorney come and say that they did not undertake
 in manner and form as the said Plaintiff hath alleged and complained
 and of this the said Defendants put themselves upon the Country

"Paddock & Morse

"Defts Atty

And afterward (To Wit) on the day and year last aforesaid it being
 one of the Regular days of the April Term of said Court for said
 year A.D. 1858 and the said Court being then duly organized and
 sitting as aforesaid the following proceedings were had and entered
 of Record by the said Court in the words and figures following
 (To Wit)

" 28 25.
 " Reuben Putnam
 " vs.
 " Virgil Lamb Robert Ranney
 " Christopher W. Knott

"Trespass on the case
 on promises

And now at this day on motion of said
 Defendants by Paddock & Morse their

"attorneys it is ordered by the Court that this cause be and it is continued
"at said Defendants costs and that they do have leave to file additional
"pleas herein to said ~~said~~ Plaintiffs Declaration in this cause by the
"first^{part} of June next
"It is Thereupon considered by the Court that said Plaintiff do recover of
"said Defendants his costs and charges of this Present Term by him
"about his suit in this behalf expended and that he do have execution
"therefor."

And afterwards (To wit) On the Twelfth day of October it being one of the regular days of the October Special Term of said Court for said year ad 1858 and the said Court being then duly organized and sitting as aforesaid The said C. M. Knott in his own proper person as well as by Lake & Mack and Padden & Moore his attorneys did file in the office of the said Clerk his certain ^{affidavit} Plea in answer to said Plaintiff. which was in the words and figures following (To wit)

"The State of Illinois }
"Kankakee County. } G.S.

"Circuit Court of October
Term AD 1858

„Reuben Putnam“

25.
" Christopher W. Knote
" Robert Ramsey & Virgil Samb }

"Robert Ramsey & Virgil Sand) And the said O'Kneels makes each and
" Says that the above entitled case is brought
" On a Promissory Note given by the Defts to One case Madley for 40
" Acres of Land and the said Madley represented to said Defts that he
" Was the owner of said Land and that he had never given any Deed
" Conveying said Land away to any one and made an affidavit
" delivered the same to the defts stating that he had never conveyed
" said Land away which said affidavit was taken to the Danville
" Land Office in the State of Illinois for the purpose of procuring a Patent
" for said land He also stated that he had lost the Government
" Duplicates for said Land and on said affidavit these Defts obtained
" from said Government a Patent for said Land. This affidavit further
" says that one John W. Bacon brought an Ejectment suit in the
" District Court of the United States for the Northern District of Illinois

" against these Defts. And in June A D 1858 the said Court decided
" said case on the merits and against these Defts it appearing to the
" said Court that said Hadley had conveyed said Land to one
" Young several years ago before he conveyed to these Defts
" which said conveyance had been lost and the said John W. Bacon
" claimed and held his title to said Land through and from the
" said case Hadley all of which was well known to said Hadley at
" the time he conveyed the same to these Defts. But notwithstanding
" these facts he conveyed said lands to these Defts + obtained said note
" from these defts therefor with intent to cheat and defraud said Defts
" out of the amount of said note This affiant further says that said
" note was indorsed to the said Plaintiff after it became due for the
" Price of One Hundred + Fifty Dollars with an agreement to pay
" Fifty Dollars more in case he collected said note and this affiant
" had informed said Plaintiff of the failure of ^{the} consideration of said note
" before he bought it and cautioned him against the purchase thereof
" This affiant further says that about the time + soon after the commen-
" cement of this suit Robert Ranney one of the Defts went to Danville
" Land Office to get said affiant or a copy thereof but that it could
" not be found that afterwards said Ranney went to Springfield where
" said Office had been moved for said affiant or a copy + it could not
" be found + that it was supposed by the Officers thereof that it had
" been sent to Washington City to the General Land Office and that
" in February A D 1858 this affiant went to Washington to obtain
" said affiant but after diligent search in said Land Office it could
" not be found + since the Spring term of this Court this affiant has
" sent to Springfield three different times for said affiant once by
" O. A. Lake and by James M. Perry and once by Rodney Ashley +
" has been unable to obtain it But the Officers think it is misplaced in
" some package other than it should be and that that is the reason it
" cannot be found + that some day in their examination of said papers
" they can find said affiant + as soon as it can be found they will
" send it to these defts And this affiant further says that said affiant
" is material testimony in the defence of said cause + without which they
" cannot safely proceed to the trial thereof + they hope + expect to be able
" to procure it by the next term of this Court and that this affiant is

" not made for delay merely but the purposes of Justice
 " Subscribed & sworn to "C. W. Knott
 " before me this 12 day of
 " Oct 1858
 " P. H. Worcester Clerk
 " By W. M. Woolley Deft

And afterwards (To wit) On the day and
 year last aforesaid & being one of the regular days of the ^{October Special} ~~December~~ Term
 of said Court for said year. A.D. 1858 and the said Court being then duly
 organized and sitting as aforesaid the following proceedings were had
 and entered of Record by the said Court in the words and figures fol-
 lowing (To wit)

" Reuben Putnam

" vs
 " Virgil Lamb, Robert Ramsey
 " & Christopher W. Knott

} In trespass on the case upon Promises.

" And now at this day come
 " said Defendants by Sate & Mack Paddock
 " & Moore their attorney and enter their motion verified by affidavit
 " that this cause be continued Thereupon comes said Plaintiff by J. P.
 " Bonfield his attorney and after hearing the arguments of Counsel
 " upon said motion and the Court being fully advised in the premises it
 " is ordered that said motion for a new trial be and it is overruled And
 " on motion of said Plaintiff it is ordered that the trial of this cause be
 " and it is set for next Thursday morning at eight o'clock

And afterwards (To wit)

On the Fourteenth day of October of the year last aforesaid the said
 defendants by their said attorneys did file in the office of our clerk of
 our said Court their certain Pleas in answer to said Plaintiff's Declaration
 which was in the words and figures following (To wit)

" The State of Illinois }
 " Kankakee County ss
 " Christopher W. Knott

" Kankakee County, Circuit Court
 " of Oct Term A.D. 1858

" Robert Ramsey & Virgil Lamb
 " vs
 " Reuben Putnam

} " And the said Defendant comes and defends
 " and says that he did not

"assume and promise in manner and form as the said Plaintiff hath
declared against them and of this they put themselves upon the country
and the said Reuben Putnam doth the like &c.
And for a further Plea in this behalf said Defendants come and
defend the wrong and injury &c and say that the note in the ^{plea} declara-
tion mentioned was given by debt for about Forty acres of Land situate
in the city & county of Waukegan described as follows To wit,

The East

Tract of The North East Quarter of Section Six Township Thirty
North of Range Thirteen West of the Second Principal Meridian

To One

Lease Hadley who represented to debt that ^{he} was the owner thereof but
the debt in fact say that he had no title whatever to said Land
but procured said note through & by said fraudulent representations
the debt say that the consideration for which said note was given as
above stated wholly failed, of all of which the Plff had notice before the
transfer of said note to him & this they are ready to verify wherefore
they pray Judgment if the said Plff ought further to have and main-
tain his aforesaid action against them

C. A. State Defendant Atty

3^d Plea

And for a further Plea in this behalf said debt come and defend the
wrong & injury &c and say that the said note described in the Plffs
declaration was obtained and that the Plaintiff caused and procured
the said Defendants to enter into the said agreement and give said
note and to promise as in the said declaration alleged and the debt
were induced to enter into and make the said note and promise through
and by means of fraud overt and misrepresentations of this Plaintiff
others in collusion with him and this they are ready to verify wherefore
they pray Judgment if the said Plff ought to have or maintain his
aforesaid action against them

4th Plea

And for a further Plea in this Behalf the said debt come & defend &c
and say that said Plff ought not to have or maintain his aforesaid
action thereof against them because they say the note in the decla-
ration mentioned was given by debt To One Cure Hadley and
endorsed to the Plff after it became due that said note was given to
said Hadley for Forty acres of Land, Described as follows To wit,

" The East Fraction of the North East Quarter of Section Six Township
 " Thirty North of Range Thirteen West of the Second Principal Meridian
 " And that said Wadley represented to Defts that he was the owner of
 " said Land and by said misrepresentations induced said Deft to give said
 " note and the Defts in fact say that said Wadley was not the owner
 " of said Land nor had he any title or interest therein so they say
 " that the consideration for which said note was given has wholly failed
 " and this they are ready to verify Whereupon they pray Judgment
 " if the said Plaintiff his action aforesaid ought to have or maintain
 " against them

" Lake & Mack

" Defts Attys

And afterwards, to wit, On the Fifteenth day of the year last aforesaid
 said the said Defendants by their said attorneys did file in the office
 of our said Clerk their certain amended Plea in answer to said Plaintiff's
 Declaration which was in the words and figures following To wit

" The State of Illinois }
 " Hancock County }

" Circuit Court October Special Term 1858

" Christopher McKnott
 " Robert Ramsey & ^{Reuben Peetnam} ~~Attys~~ ^{Attys}

" all
 " Reuben Peetnam }

3^d Plea amended "

" And the said Defts ~~want~~ come and defend
 " the wrong & injury &c and for a further plea in this behalf say that
 " the said Plaintiff ought not to have or maintain his aforesaid action
 " thereof against them because they say that the note in the Declaration
 " mentioned was given by the Defendants to one Cass Wadley & endorsed
 " to the Plaintiff after it became due and that said note was given by the
 " to said Wadley for Forty acres of Land described as follows To wit

" The East Fraction
 " of the North East Quarter of Section Six Township Thirty North of Range
 " Thirteen West of the Second Principal Meridian.

" And that said Wadley
 " Represented to defts that he was the owner of said Land & by said
 " representations induced said Deft to give said note and Deft in fact

" say that said Hadley had no title to said land whither so they
 " say that said Hadley through and by said false & fraudulent
 " representations obtained said note and that said note was obtained
 " and the depts induced to give said note by & through said false &
 " fraudulent representations as aforesaid and this they are ready
 " to verify Wherefore they pray Judgement if the said Plaintiff ought
 " to have or maintain his aforesaid action thereof against them
 " Lake & Paddock

And heretofore (To wit) On the Fourteenth day of October in the year of
 Our Lord One thousand eight hundred and Fifty eight it being one of
 the Regular days of the October Special Term of said Court for said year
 AD 1858 and the said Court being then duly Organized and Sitting in
 open Court for the transaction of business. The following proceedings were
 had and entered of Record by the said Court in the words and figures
 following To wit,

" Reuben Putnam

10

"

vs

" Virgil Saml Robert Hannay & Christopher McKnott

} "Trespas on the case on promises

"And now

"at this day comes said Plaintiff by P. P.

"Bonfield his attorney and the said Defendants also come by Paddock & Moore
 "and Lake & Mack their attorney and by the agreement of said parties
 "it is ordered by the Court that the trial of this cause be and it is set down
 "for 30 morrow morning at coming in of Court.

And afterwards To wit, on the
 Fifteenth day of October in the year last aforesaid the said Plaintiff by
 P. P. Bonfield his attorney did file in the office of the Clerk of the said
 Court his certain Replication ~~is entered~~ to said Defendants Reas One
 second Third and Fourth pleas above recited. Which was in the words
 and figures following To wit,

" State of Illinois

" Kankakee County

" Reuben Putnam

"

vs

" Christopher McKnott

" Robert Hannay Virgil Saml

Kankakee County Circuit Court of the October
 Special Term. AD 1858.

} "Trespas on the case upon promises

"and the said

"Plaintiff comes and to the Plea secondly above

"pleaded by the said Defendants, says Precludi now because he says that
"the consideration for which said note was given has not wholly failed and
"this the Plaintiff prays may be inquired into by the Country and the said
"Defendants doth the like

Thomas P Bonfield

Plffs attorney

"And the said Plaintiff to the Plea of the said Defendants fourthly above
"pleaded & precludi now because he says that the consideration for which
"said note was given has not wholly failed and this the Plaintiff prays
"may be inquired into by the Country.

Thos P Bonfield

"And the said Plaintiff to the Plea of the Defendants thirdly above pleaded
"says precludi now because he says that the said note in said Dec
"laration mentioned was not obtained through fraud and circumvention
"and this the Plaintiff prays may be inquired into by the Country -

Thos P Bonfield

Plffs atty

"And afterwards (Or Wit, On the Fifteenth day of October in the year of our
"Lord One thousand eight hundred and fifty eight it also being one of
"the Regular days of said October Special Term of said Court for said year
"AD 1858 And the said Court being then duly organized and sitting in
"open Court for the transaction of Business. The following proceedings were
"had and entered of Record by the said Court in the words and figures
"following To Wit,

"Peuben Putnam

10

"vs
"Higil Saml Robert Ranney

"Christopher W Knott

Insupass on the case on Promises

"And now at

"this day comes the said Plaintiff by T. P.

"Bonfield his Attorney and the said defen-

"dant also come by Luke + Mack Paddock + Moore their Attorneys. and

"now comes on to be heard the arguments of counsel upon said Plaintiffs de-

"murer to said defendant pleas to said declaration and after hearing the argum-

"of counsel thereon and the Court being fully advised in the premises it is

"ordered that said demurer be and it is over ruled as to said Second and

"fourth Pleas and that said special demurer to said Third Pleas be and it is

„sustained thereto and it is further ordered that said defendant do have leave
 „to amend their said third Plea. And by the agreement of said parties it is
 „ordered by the Court that this ~~case~~ do now proceed to trial. and that a
 „Jury do now come for that purpose Thereupon come the Jurors of
 „a Jury of good and careful men (so wit)
 „Henry Jacobus = R. Gilkinson = Amzi Halcomb = A. S. Baldwin
 „Seymour Allen = Abel Shipman = Seander Sibley = George W. Byrne
 „Symon B. Flint = Jesse Creamer = Ira S. Halstead & George S. Sweet
 „Who being duly empaneled and sworn to well and truly try the issue herein
 „joined between the Parties to this suit and a true verdict give according
 „to the evidence. after hearing the evidence adduced the arguments of
 „Counsel and receiving the instructions of the Court. retire in charge of an
 „officer to consider of their Verdict. And said Jury returning into open Court
 „for verdict say we the Jurors find the issues herein joined for the said Plain-
 „tiff and assess his damages to the sum of Four Hundred & Forty Four
 „Dollars Thereupon said Defendants by their said attorneys enter
 „their motion for a *retrials* in this cause (The demurrer referred to in
 the foregoing order has been lost or mislaid by the attorney in said case)

And afterwards

do wit, on the Thirty First day of December in the year of our Lord one
 thousand eight hundred and Fifty Eight ^{also} being one of the Regular
 Days of the December Term of said Court for said year 1858 and the
 said Court being then duly Organized and sitting as aforesaid the following
 proceedings were had and entered of Record by the said Court in the words
 and figures following, To wit,
 „Reuben Putnam
 „vs.
 „Virgil Lamb Robert Canney
 „& Christopher McKnott } Trespass on the case upon promises
 „And now
 „at this day comes the said Plaintiff by
 „P. P. P. his attorney and the said De-
 „fendant also come by Paddock Moore & Saks & Mack their attorney and
 „after hearing the arguments of Counsel upon said Defendants motion for a
 „new trial heretofore at the last October special Term of this Court entered
 „herein. and the Court being fully advised in the premises it is ordered that
 said motion be and it is overruled Thereupon said Defendants by their said
 Attorneys. except to the opinion and ruling of this Court in overruling their

said motion for a new trial herein Whereupon it is Ordered by the Court
"that said Plaintiff do have Judgement against said Defendants for
his Damages in this Cause on said Verdict heretofore at a former term
of this Court given herein To the sum of Four Hundred & Forty Four Dollars
as aforesaid

"It is Thereupon considered by the Court that said Plaintiff do
recover of said Defendants his damages aforesaid on said verdict to
the sum of Four Hundred & Forty Four Dollars together with his
costs and Charges by him about his suit in this behalf expended
and that he do have execution therefor. Thereupon said Defendants
by their said Attorneys enter their Prayer of Appeal from the Judgements
of this Court in this cause to the Supreme Court of this State Where-
upon it is ordered by the Court that such appeal be and it is granted
upon said Defendants filing an appeal Bond in this cause in the sum
of One Thousand Dollars with Aquilla C. Corzill & George W. Byrnes
as Sureties within Thirty Days. and that said Defendants do file
their Bill of exceptions herein in the same time"

And afterwards to wit,

On the Sixth day of January in the year of Our Lord One Thousand
eight hundred and Fifty nine The said Defendants by their said attor-
neys did file in open Court their certain appeal Bond. Which was in
the words and figures following To wit -

"Know all men by these Presents

"That we Mirgil Lamb Robert Ramsey

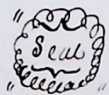
"Christopher McKnott as principal and Aquilla C. Corzill & George W. Byrnes
as Surety are held and firmly bound unto Reuben Putnam in the
sum of One Thousand Dollars good and lawful money of
the United States of ~~America~~ for the payment of which well and truly
to be made. We jointly and severally bind ourselves and heirs executors
and administrators - Sealed with our seals and Dated this Sixth
day of January AD 1859.

"The condition of the above obligation is such
that Whereas the above named Reuben Putnam at the October
Special Term AD 1858 of the Kaukaee County Circuit Court obtained
a Verdict in a certain Cause then then pending against the

„ above bounden Virgil Lamb Robert Ranney & Christopher W Knott
 „ for the sum of Four Hundred & Forty Four Dollars. And whereas
 „ thereupon the said Virgil Lamb Robert Ranney & Christopher W Knott
 „ then and there entered their motion for a new trial in said cause. And
 „ whereas afterwards (to wit) at the December Term of said Court for said
 „ year ad 1858 the said Court upon the motion of Reuben Putnam made
 „ an Order in said cause that said motion for a new trial be and it is
 „ overruled - and a Judgement entered on said Verdict for said sum of
 „ Four Hundred & Forty Four Dollars and costs. And Whereas the said
 „ Virgil Lamb Robert Ranney & Christopher W Knott then and there entered
 „ their Prayers of Appeal from the Judgement of said Court in said cause
 „ To the Supreme Court of the State of Illinois. And Whereas the said
 „ Circuit Court then and there granted such appeal. And The said Virgil
 „ Lamb Robert Ranney & Christopher W Knott are about to take such
 „ Appeal

„ Now Therefore if the above bounden Virgil Lamb Robert Ranney
 „ & Christopher W Knott shall pay or cause to be paid the said Jud-
 „ gment and all costs interests and damages if the said Judgement be
 „ affirmed by the said Supreme Court. and also shall prosecute their
 „ said appeal with effect - Then and in that case this obligation to be
 „ due & void otherwise to be and remain in full force and effect

“A. C. Worrell”



“Virgil Lamb”

“C. W. Knott”

“Geo W. Byrnes”

“Seal”

“Seal”

“Seal”

and

„ afterwards (to wit) on the Sixth day of January the year last aforesaid
 „ it being one of the regular days of said December Term for said Court for said year
 „ ad 1858 and the said Court being then duly organized and sitting as aforesaid
 „ the following proceedings were had and entered of record by the said Court in the
 „ words and figures following To wit -

“Reuben Putnam

“ 25.

“Virgil Lamb Robert Ranney & Christopher W Knott

} Trespass on the Case upon Promises
 „ And now

„ at this day comes said Defendants by
 „ their attorney aforesaid and file their appeal Bonds in this cause Which Ap-
 „ peal by Order of Court is approved in Form and Security

and afterwards (To Wit) On the Fifth day of February in the year of Our Lord One Thousand Eight hundred and Fifty nine The said Defendants by their said attorneys did file in the office of the Clerk of our said Court their certain Bill of Exceptions in the Words and Figures following (To Wit).

" The State of Illinois }
 " Kankakee County } ss
 " October Special Term A.D. 1858
 " Reuben Putnam)

" Virgil Sam's Robert Kanny & Christopher Knott }
2's

Be it Remembered that on the
Trial of this cause at the October Special Term a 1858 the said
Reuben Putnam to maintain the issue on his part gave in evidence to the
Jury a Promissory Note for Four Hundred Dollars to Case Wadley and
endorsed to the Plaintiff due nine months from date and dated February
22-1856 signed by all the Defendants and rested his case the Defendants
to maintain the issue on their part introduced the following Witnesses
gave the following testimony to the Jury. To wit,

John W. Paddock.

"He was the Attorney who transacted the business between said parties at the
"time said Note was given. That Case Wadley stated that he never had given a
"Deed of said land to any person previous to that time. That he had lost
"the Duplicate which entitled him to a Patent. That there had been some
"papers made between him and one Several years
"before but that it was not a Deed and that he and the said
"Young got into some difficulty in relation to their accounts and deal and
"that they never finished the business. That he had never sold or contracted any
"to or made any papers in relation thereto of said Land except to the said
"Young as before stated. Witness further said that said Case Wadley made
"an affidavit of the loss of said Duplicate and that he had never deeded
"said Land away to any person, which said affidavit had been sent to
"the Land Office at Danville and a Patent issued to Defendant for said
"Land on the same and afterwards the said affidavit could not be found
"and ^{parole} ~~personal~~ evidence of the contents of said affidavit was allowed on said

is counsel for the defendant in this cause was employed to assist in making affidavits and claim deed.
" Trial = ~~Care Wadley~~ = that the affiant before referred to was read said case making before he swore to it, that Witness
" case Wadley = " That some time in the year 1855 Ranney came to him
" and wanted to buy his title to the 40 acres of Land comprising the Bacon
" addition and told Witness that he (Witness) owned the Land. That Witness
" told him as well as the other defendants that he had sold the Land to
" Young and gave Young a bond or contract for a Deed, and that he did
" not know whether he had ever deeded it or not But that if he did he
" deeded it to Sowe and not to Young that he was very sure he had never
" deeded it to Young but was not sure that he had never deeded it at all but
" if he did it was to Sowe. That Witness agreed to sell defendants his right in
" the Property for Six Hundred Dollars of which the note was paid that
" he would make them a Quit Claim Deed to the Property. That they asked
" him to give them a Warranty Deed, that he told them he would not that
" he might have deeded it already. That he would only make a Quit Claim
" Deed and that they must take it at their own risk. That Witness and his
" wife executed a Quit Claim Deed of the Property to defendants that defendants
" wanted him to come down to Hankakee to their Lawyer to have the papers
" made out and went down to Mr Paddock. That Witness was pretty high as
" he had drank a good deal with Ranney and Lamb before and when at
" Hankakee. That Knott told me it was necessary to have an affidavit that
" the duplicate was lost, that they wanted to get the Patent for the Land out
" of the Land Office, and it was necessary to have an affidavit of the loss
" of the instrument that they got Paddock to draw up such an ^{affidavit} ~~oath~~
" that Paddock read or pretended to read it to me before my swearing to it
" and that I am positive that I did not state in it anything about my not
" having sold it. that if there was anything in it about my never having
" deeded the Land away it was not read to me and I knew nothing of it
" Philip Worcester

" Who testified that he knew of Care Wadley deeding the aforesaid Land to
" said Peter Sowe about the year 1818 and that he Worcester
" drew up the Deed for the conveyance thereof that the said Care Wadley
" had sold the said Land to said Young some time before and that said Young
" had sold said Land to said Peter Sowe and that Sowe, Young, Wadley
" had agreed that the Deed should be made from Wadley to Sowe as
" as to save the execution of one Deed * * That he is Clerk of the Circuit Court
" and upon close examination that the defendant Lamb had come into his

" Office and asked him to examine the Records of the Recorder's Office to see
 " whether Wadley had ever deeded away the land in controversy, that he
 " and Knott and Ranney were about trading for Wadley's title and
 " that he was just going up to Wadley to make the ^{transfer} Purchase ^{they had heard that}
 " that there was a Sink wanting in Bacon's title and that ^{was} a con-
 " veyance from Wadley to any person, that the title still seemed to be in
 " Wadley That Witness thereupon told said Lamb that Wadley had deeded
 " the land to Peter Lowe many years ago. That he had made out the
 " Deed and ^{had} lent the money for them and that Wadley had no more
 " interest in the Land than he had. That Witness was a Justice of the
 " Peace at that time of making that Deed that Wadley had sold the
 " Land to Young and gave him a Bond for a Deed and not being
 " able to meet his payment Lowe had advanced the money for Young
 " and took the from Wadley to himself as security. That Witness was of
 " Opinion that the Property in Question was worth at from Twenty Two
 " Thousand Dollars to Fifty Thousand Dollars at that time it was
 " laid off into Town Lots and more or less covered with Houses
 " Transcript of Record of the case of Henry Bacon vs Wm Knott Virgil Lamb
 " Robert Ranney in the District Court of the United States of the Northern
 " District of Illinois of Ejectment here offered by Defendants and read
 " in Evidence, Piff excepting to the giving it Evidence (Do Wit)

" United States of America }
 " Northern District of Illinois } ss.

" Pleasⁱⁿ of the Circuit Court of the United States
 " of America for the Northern District of Illinois held at the City of Chicago
 " in said Northern District of Illinois before the Hon Thomas Trounmond
 " Judge of the District Court of the United States for the District aforesaid and
 " (in the absence Pro Tem of the Hon John McLean one of the Justices of the
 " Supreme Court of the United States) sole Judge of said Circuit Court on
 " Wednesday ~~the~~ the second day of June in the may Term of said
 " Court in the year of Our Lord One thousand eight hundred and Fifty
 " eight And of Our Independence the Eighty Second year

" John M Bacon
 " vs
 " Robert Ranney Virgil Lamb & Wm Knott

} In Ejectment

" Be it Remembered that-

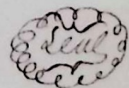
heretofore, To Wit, On the Sixth day of March in the year of Our Lords
One thousand eight hundred and fifty Six. Came John W. Bacon
by Messrs Higgins Beckwith & Strother his Attorney and filed in open
Court their certain Declaration against said Defendants in the Plea
aforesaid together with a notice to said Defendants and affidavit of
service of said notice upon said Defendants, and at the same time
filed his bond for costs in said entitled cause which said Bonds
for costs Declaration Notice and affidavit are in the words and
figures following To Wit.

United States of America } S.S.
Northern District of Illinois }

Circuit Court of December Term A.D. 1858

Know all men by these presents that I Corydon Beckwith of the County
of Cook and Northern District of Illinois am held and firmly bound unto
Robert Ranney Virgil Lamb & C. W. Knott or to the Officers of the Circuit Court
of the United States for the Northern District of Illinois in the sum of
Five Hundred Dollars to be paid to said Robert Ranney Virgil Lamb
& C. W. Knott or to the said Officers aforesaid, their certain Attorney heirs
executors administrators or assigns or successors in office. In which
payment well and truly to be made I do bind myself my heirs executors
and administrators and every of them jointly severally and firmly
by these presents. Witness my hand and Seal the 6th day of March in
the year of Our Lord One thousand eight hundred and Fifty Six
The condition of the above obligation is such that whereas John W. Bacon
has this day, To Wit, at the date of the above written instituted a Suit in
the said Circuit Court of the United States for the Northern District of
Illinois against Robert Ranney Virgil Lamb & C. W. Knott. Now if the said
John W. Bacon his heirs executors or administrators shall well & truly
discharge all costs that may accrue and be adjudged against him
the said Plaintiff in the prosecution of said Suit or shall well and truly dis-
charge all costs that may accrue in his behalf if judgement shall pass
against him the said Defendant and the costs fail to be collected of
said Defendants or all costs which may have accrued in failure of the
prosecution of said Suit to effect. Then this obligation to be void otherwise
of full force and effect

Corydon Beckwith



"(Enclosed)

"Filed this 6th day of March A.D. 1856

"Wm H. Bradley Clerk

"United States of America }
"Northern District of Illinois } S.S.

"Of the December Term A.D. 1855
"John W. Bacon a citizen of the State of Massachusetts by Higgins Beck
"with & Strothers his Attorney complains of Robert Ranney Virgil Lamb
" & to Mr. Knott citizens of the Northern District of Illinois in a Plea of
"Trespass and Ejectment. For that whereas the said Plaintiff on the
"fourth day of March A.D. One thousand eight hundred and Fifty Six
"in said State of Illinois was possessed of a certain Tract or parcel of Land
"with the appurtenances Situate in the County of Waukegan in the State
"and Northern District of Illinois and described as follows to wit

"The East
"Fraction of the North East Quarter of Section Six Township Thirtieth
"North of Range Thirteen West of the Second Principal Meridian

"Which said
"premises exceed in value the sum of Five Hundred Dollars which said
"premises the Plaintiff claims in fee. And he the said Plaintiff being so
"possessed thereof the said Defendants afterwards to wit on the same day &
"year last aforesaid entered into the said premises and ejected the said
"Plaintiff therefrom and from the time last aforesaid have unlawfully
"withheld and do now unlawfully withhold from the said Plaintiff the possession
"thereof to the damage of the said Plaintiff the sum of One Dollar Dollars
"and therefore he brings Suit &c

"Higgins Beckwith & Strothers

"Attorney for Plaintiff

"To Robert Ranney Virgil Lamb & to Mr. Knott You are hereby ^{notified} ~~commanded~~
"that the declaration with a copy whereof you are herewith served and to
"which copy this notice is subjoined will be filed in the Circuit Court of the
"United States for the Northern District of Illinois on the Sixth day of March
"A.D. 1856 One of the days of the Present Term of said Court now in session at
"the City of Chicago in the said District and State of Illinois and that upon
"filing the same a rule will be entered requiring you to appear and plead

to the said Declaration within Twenty Days after the entry of such Rule
and that if you neglect to appear and plead a judgement by default
will be entered against you and Plaintiff will recover possession of the
premises specified in the said Declaration

Dated this Fourth day of March A.D. 1856

Yours &c

Higgins Beckwith & Strother

Attorneys for Plaintiff

United States of America }
Northern District of Illinois } S.S.

Circuit Court of the United States for said District

John W. Bacon

vs.

Robert Ranney Virgil

Lamb and W. Knott

Henry Bacon being duly sworn says that on
the fifth day of March A.D. 1856 he personally served true copies of the
foregoing Declaration and the notice thereto attached on Robert Ranney
Virgil Lamb and W. Knott the above named Defendants by handing
the same to them and leaving the same with each of them and that
he knew the persons so served to be the persons named as Defendants
in said Declaration

Subscribed and sworn to

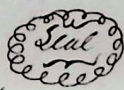
Henry Bacon

before me this 5th day of
March A.D. 1856

Philip Worcester

Clerk of Circuit Court of

Waukegan County



Northern District of Illinois

Circuit Court of the United States for said District

John W. Bacon

vs.

Robert Ranney Et al

Henry Bacon being duly sworn says that the
Premises in the foregoing declaration described are not actually occupied
by the said Defendants in said Declaration named and Defendant says he

" served a copy of the within declaration and notice on Defendants in
" said Declaration named by leaving the same at their respective
" Residences in said Northern District of Illinois directed to them and each
" of them Within White Person of the age of Twenty years and upwards staying
" at such Residence as aforesaid and of the Family of said Defendants
" Respectfully

" Subscribed & Sworn before

" me this Day of March a D 1856

" (Endorsed)

" Filed March 6th 1856

" Wm H Bradley Clerk

" And on the same

" day to wit the Sixth day of March in the year last aforesaid in the
" adjourned May Term of said Court. the following proceedings
" were had in said entitled cause & Entered of Record to wit;

" John W. Bacon

" ^{v. b.}

" Robert. Ranney

" Virgil Lamb and

" Wm W. Webb

} Ejectment

" Now at this day came the Plaintiff by his
" Attorney and files his declaration in Ejectment
" against the said Defendants together with a notice thereto attached
" and also an affidavit of due service of a true copy of said Declaration
" and notice upon each of the Defendants and on Motion of the Plaintiff
" by his Attorney it is Ordered by the Court that the cause be docketed
" and that the Defendants be ruled to plead thereto within twenty
" days or that their defaults be entered.

" And afterwards to wit on the
" Fifteenth day of March in the year last aforesaid came the said
" Defendants by Messrs Blackwell Thomas and Roberts and
" filed their Plea in the above entitled cause which said plea is in
" the words and figures following (To Wit)

John W Bacon } In the United States Circuit Court
 vs } for the Northern District of Illinois
 Robert Ramsey Virgil Lamb
 & Christopher W Knott

And now come the said Defendants
 by Blackwell Thomas & Roberts their attorneys and say that the
 said Plaintiff ought not to have or maintain his aforesaid action
 thereof against them because they say ^{that} they are not guilty of unlawfully
 withholding the possession of the said premises in the said Dec
 laration mentioned from the said Plaintiff in manner and form
 as the said Plaintiff hath done in his said Declaration alleged
 and of this they put themselves upon the Country &c

Blackwell Thomas & Roberts

pro se!

(Endorsed)

Filed March 15th 1856

Wm H Bradley Clerk.

And afterwards Do Mr. Clin the 17th of May in the year last aforesaid
 in the adjourned May Term of said Court the following further proceedings
 were had in said cause, and entered of Record Do Mr.

John W Bacon }
 vs }
 Robert Ramsey Virgil
 Lamb & C W Knott } Agreement

By Agreement of the Parties by their attorneys
 a Day is named and this cause is submitted
 to the Court for Trial ^{and is set down for trial} on Tuesday of week after next the 27th instant

And
 afterwards Do Mr. Clin the Twenty Eighth day of May in the year last
 aforesaid of the adjourned May Term of said Court the following further
 proceedings were had in said entitled cause and entered of Record
 Do Mr.

John W Bacon }
 vs } In Dismissal
 Robert Ramsey Virgil
 Lamb & C W Knott

Now come the Plaintiff by his Attorney
 and this cause having been heretofore Do Mr.

"On the 17th day of May instant by agreement of the Parties by
"their attorney set down for Trial to the Court and a Jury waived
"Now in pursuance of said agreement the cause is called for trial
"by the Plaintiff by his attorney and issue having been joined upon
"the plea of the Defendants heretofore filed by their attorney of not
"Guilty the Court after hearing the evidence on the part of the
"Plaintiff after inspection of the Papers and due deliberation finds
"the Defendants Guilty of unlawfully withholding from the
"possession of the Plaintiff the Land and premises described in his declaration
"To Wit.

"The East Fraction of the North East Quarter of Section Six Township
"Thirty North of Range Thirteen West of the Second Principal Meridian
"in the County of Waukesha and State of Illinois

"The Court also finds the
"Estate established in the Plaintiffs on the Trial to be an Estate in fee
"simple and assess the Damages of the Plaintiff at One Cent. It is
"thereupon considered and adjudged by the Court that the Plaintiff
"have and recover of and from the Defendants possession of the Land
"and premises above described according to the force form and effect
"of his said Recovery and that he have a Writ of possession ^{therefor} and that
"he also have and Recover of the said Defendants the said sum of
"One Cent Damages as aforesaid assessed together with his costs by him
"about his suit in this behalf expended amounting to the sum of
"Seventy Seven Dollars and Fifty Five Cents and that he have Execution
"therefor

"and afterwards To Wit: On the Twenty Ninth day of May in the
"Year and Term last aforesaid the following further proceeding were
"had in said Entitled cause and entered of Record To Wit

"John W Bacon

"^{r.s.}

"Robert Ranney Virgil

"Lamb & W. Note

} Objectment

"The Defendants by their
"attorney come and move the Court to set
"aside the Judgement yesterday entered herein and to grant them
"a new Trial—

" And afterwards To wit, on the thirty first day of May in the year
" and Term of said Court last aforesaid. the following further
" proceedings were had in said entitled cause and entered of Record To wit.

" John W Bacon

vs

" Robert Ranney Virgil

" Lamb & Co W Knott

Exemption

Now comes the Plaintiff

by his Attorney and the Defendants

" by their attorney not having filed any motion or Reasons for
" a renewal of this cause neither the Defendant or any one for
" them appearing. it is ordered by the Court on Motion of the Plaintiff
" by his attorney that the Motion of the Defendants heretofore en-
" tered by their attorney for a renewal of this cause be overruled

" And

" afterwards To wit, on the 25th day of July in the year last aforesaid in
" the July Term of said Court the following further proceedings were
" had in said entitled cause and entered of Record To wit,

" John W Bacon

vs

" Robert Ranney Virgil

" Lamb & Co W Knott

Exemption

The Defendants by

this attorney come and move the
Court that the Judgment rendered

" against the Defendants herein on the 28th day of May 1856 be set
" aside and vacated and for a renewal of the cause and it appearing
" satisfactorily to the Court that all the taxed costs herein have been
" paid and satisfied by the Defendants it is thereupon considered by the
" Court that said Judgment be vacated & set aside and for nothing
" held that the cause be Redocketed and a new trial of the same had

" And

" afterwards To wit, on the 16th Day of February 1858 of the Dec
" Term ad 1857 the following further proceedings were had in said
" entitled cause and entered of Record To wit.

" John W Bacon

vs

" Robert Ranney Virgil

" Lamb and Co W Knott

Exemption

Now comes the defendant

Robert Ranney by Messrs Blackwell

Thomas and Robert his Attorney and withdraws his appearance
appearance herein and he being now three times solemnly called
comes not but makes default. It is thereupon considered by the
Court that his default be entered and now comes the Plaintiff
and also the Defendants Virgil Samb & Christopher W Knott
by their respective attorneys and upon issue joined by agreement
they waive the intervention of a Jury and for trial put themselves
upon the Court and after hearing the Evidence on the part of
the Plaintiffs the hour of adjournment having arrived the further
trial of this cause is postponed until 20 Morrow morning =
" And do

" on 14th February the following further proceedings were had and
entered of Record

" John W. Bacon	}	Exemption
" 25.		
" Robert Ranney Virgil		
" Samb & C W Knott	}	Now come again the parties by their respective attorneys and after hearing further evidence it is
" Robert Ranney Virgil		
" Samb & C W Knott		ordered by the Court that the further trial of this cause be postponed
		until the first Monday of April next with leave to either party to
		introduce additional Testimony

" And on the 6th April 1858 the
following further proceedings were had and entered of Record.

" John W. Bacon	}	Exemption
" 25.		
" Robert Ranney Virgil		
" Samb and C W Knott	}	Now comes the Plaintiff and now comes also the Defendants Virgil Samb & C W Knott by their respective attorneys and after hearing the Evidence in this cause. It is ordered by the Court that the arguments of Counsel be postponed to a future day
" Robert Ranney Virgil		
" Samb and C W Knott		

" And afterwards 20th Mit On the second
day of June in the year 1858 the the adjourned May Term 1858 of said Court
the following further Proceedings was had in said Court and
Entered of Record. 20th Mit

" John W. Bacon)

" 28.)

" Robert Ranney Virgil)

" Lamb Christopher W. Knott)

Verdict

The Court having fully con- sidered and being now fully ad- vised upon the issue joined upon the Plea of the Defendants Virgil Lamb Christopher W. Knott heretofore submitted herein finds the said Defendants guilty of Unlawfully ^{and premises} withholding from the possession of the Plaintiff the Real Estate de- scribed in the Plaintiffs Declaration. It is

"The East Fraction of the North East Quarter of Section Six Township Thirty North of Range Thirteen West of the Second Principal Meridian in the County of Hancock in the State and Northern District of Illinois

"The Court also finds the Estate established in the Plaintiff upon the trial to be an estate in fee simple and assess his damages at one cent. And the Default of the Defendant Robert Ranney having been heretofore entered herein whereby the said Defendant remains wholly undefended against the Plaintiff wherefore the Plaintiff ought to have and Recover of the said Defendant possession of the said described Real Estate ⁱⁿ premises. It is thereupon considered and adjudged by the Court that the Plaintiff have and recover of the Defendants possession of the said described Real Estate and premises according to the face form and effect of his said Recovery and that he have a writ of possession therefor and that he have and also recover of the said Defendants the said sum of One cent his damages as aforesaid together with his costs by him about his suit in this behalf expended amounting to the sum of One Hundred and Eight Dollars and Sixteen cents and that he have execution therefor.

"Northern District of Illinois. S.S."

"I William A. Bradley Clerk of the Circuit Court of the United States for said Northern District of Illinois do hereby certify the foregoing transcript to be a correct Copy from the Record of all the proceedings which have been had in said Court in said Cause of John W. Bacon against

"Robert Ranney" other



"In Testimony Whereof I hereunto set my hand and
"affix the Seal of said Court at my Office in Chicago
"in said Northern District of Illinois this Thirtieth
"day of October in the year of Our Lord One thousand
"Eight Hundred Fifty Eight & of Our Independence the
"Eighty Third

"Wm H Bradley Clerk

"Deed offered in Evidence So With =

"This Indenture made this Twenty Second day of February in the
"year of Our Lord One thousand eight hundred and fifty Six Between
"Lease Wadley and Mariah Wadley his wife of Arama in the County
"of Hankakee and State of Illinois parties of the first part Robert Ranney
"Virgil Lamb & Christopher Whitnall of same County and State of Illinois
"parties of the second part Witnesseth that the said parties of the first
"part for and in consideration of Five Hundred Dollars to them in hand
"paid by the said parties of the second part the receipt whereof is hereby ac-
"knowledgeed and the said parties of the second part forever released and
"discharged therefrom have remised released sold conveyed and
"quit claimed and by these presents do remise release sell convey and
"quit claim unto the said parties of the second part their heirs and assigns
"forever all the right title interest claim and demand which the said party
"of the first part have in and to the following described lot piece or parcel
"of land situate in Hankakee City County of Hankakee and State of
"Illinois Being

"The East Fraction of the North East Quarter of Section
"Six (6) Township Number Thirty (30) Range Thirtieth (30) West of the
"Second Principal Meridian containing forty seven acres & ³⁰/₁₀₀ acres more or less.

"So.

"Have & To Hold the same together with all and singular the appurtenances
"and privileges thereunto belonging or in anywise thereunto appertaining
"all the estate right title interest and claim whatever of the said parties
"of the first part either in Law or Equity to the only proper use
"benefit and behoof of the said parties of the second part their heirs and assigns

" One Witness Whereof the said grantee of the first part hereunto set their
" hands and seal the day and year first above written

" Signed Sealed and Delivered }

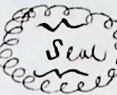
Lease Hadley



" In presence of }

Chas R. Starr

Maria Hadley



" State of Illinois }

" Hankakee County }

ss I Philip Worcester Clerk of the Circuit Court in and

" for said County in the State aforesaid do hereby

" Certify that Lease Hadley personally known to me as the same person

" whose name is subscribed to the foregoing instrument of writing appeared before

" me this day in person and acknowledged that he signed sealed and

" delivered the said instrument of writing as his free and voluntary act for

" the uses and purposes therein set forth,

" And the said Mariah Hadley wife of the said Lease Hadley having been

" by me examined separate and apart and out of hearing of her said

" husband, and the contents and meaning of the said instrument of

" writing having been by me made known to her acknowledged that

" she had fully and voluntarily executed the same and relinquished

" her dower to the Lands and tenements therein mentioned without

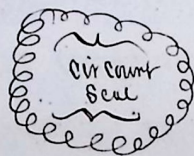
" compulsion of her said husband and that she does not wish to retract

" the same

Given under my hand and seal of Court
this 3^d day of March 1856

Philip Worcester

Clerk



Filed "Deed."

"No 4.036"

" State of Illinois }

" Hankakee County }

" This instrument was,

" filed for Record on the 3^d day,

" of March A.D. 1856 at the hour,

" of 4.0 clock P.M. and duly "

" Recorded in Book Number 9 "

" of Deeds pages 254 & 258 "

" Philip Worcester "

" Paid of - "

" Record "

Also Peter Lowe

Who testified that Case Wadley had deeded the land
to him about the year 1818 that he bought it of Mr Young
and to save expense the deed by agreement was made directly to him
from Wadley and that the deed had been lost

Also Charles R Starr

^{wisely} about the time spoken of by the witness Paddock came in company with
others came to his office to acknowledge a Quit Claim Deed for the
conveyance of the land in question and to swear to an affidavit as
to the loss of an instrument usually called a Duplicate for said
lands and that sworn said Wadley to said affidavit and took
the acknowledgement of said Quit Claim Deed and made a
Memorandum of the same in a Book kept by him for that purpose
where he usually a memorandum of such things when done
by him. He thinks he read the affidavit & thinks he read the affidavit
it in the hearing of Case Wadley and don't remember as it contained
any statement as to Wadley's never having conveyed said land
to any other person except the defendants it might have contained
such statements but he thinks it did not and the depts rested their
case. And the Plaintiffs further to maintain the issue on their part
introduced the said Case Wadley who testified

The Plaintiff further to
maintain the issue on his part produced Case Wadley who testified
that said note was give to him for the aforesaid lands and that
he sold to said Defendants the same. His title thereto being a doubtful
title that he did not know what kind of Papers he had given to
Young or Lowe. but he thought they had been some kind of a
paper made about said lands to Young but he and Young had
some difficulty about their accounts at that time and whether it
was give to Young or not he did not know. But he had understood
that whatever was had been lost he further said he did not know
of making such an affidavit as described by Witness John W Paddock
that he did make an affidavit to the loss of the Duplicate and if
those other statements were in the affidavit that they were not read to him and
should not have made such affidavit had he known and been read to him

Plaintiff in this suit by J. P. Bonfield his Attorney complains of Virgil
Lamb Robert Ranney and Christopher McKnott Defendants of assault
of Trespass on the case upon Promises. For that Whereas the said Defen
dants heretofore To Wit, On the Twenty third day of February in the
year of Our Lord One thousand eight hundred and Fifty Six at
Kankakee City To Wit, at said County of Kankakee made their certain
Promissory Note in writing bearing date the day and year aforesaid and
then and there delivered the same to one Cass Wadley in and by
which said Note said Defendants by the name style and description of
Virgil Lamb Robert Ranney & C^o McKnott promised to pay to Cass Wadley
or Order in nine months after the date thereof the sum of Four Hundred
Dollars for value Received and the said Cass Wadley to whom or to whose
Order said Note was Payable afterwards To Wit, on the day and year aforesaid
at Kankakee City that is to say at the County of Kankakee aforesaid endorsed
said Note mentioned to be paid to said Plaintiff, and then and there delivered
said Note so endorsed to the said Plaintiff By means whereof, and by force
of the Statute in such case made and provided the said Defendants became
liable to pay said Plaintiff said sum of money mentioned in said Note and
being so liable in consideration thereof, then and there undertook and promised
to pay the same to the said Plaintiff, according to the tenor and effect of the said
Note and of the endorsement aforesaid. To Wit, at the Place aforesaid
And Whereas also, the said Defendant afterwards To Wit, on the Twentieth
day of July in the year of Our Lord One thousand eight hundred and Fifty
Seven To Wit, at said County became and were indebted unto the Plaintiff
in a large sum of money To Wit, Five Hundred Dollars for money before
that time lent and advanced to said Defendants by said Plaintiff at Defendants
request, and also in the like sum for money before that time paid laid out
and expended for the said Defendants by the said Plaintiff at the special
request of said Defendants, and in the like sum for money before that
time had and received by said Defendants to and for the use of said
Plaintiff and also in the like sum for Goods wares and Merchandise before
that time sold and delivered by said Plaintiff to said Defendants at their
like special instance and request, and also in the like sum for the Labor care
and diligence of said Plaintiff before that time done and performed by said
Plaintiff for said Defendants and at the like instance and request of said
Defendants and also in the like sum then and there found to be due and

and that he did not know of it. He was pretty badly intoxicated
that day but he did not know of swearing to any such statements
also Mrs. Hadley his wife said she was at Mr. Paddocks Office at
the time her husband made the Quit Claim to Knott Lamb & Ranney
and that she did not hear any affidavit read as to her husband
never having heard said Sand away nor did she hear any
thing of the kind talked of she further said she was not there at the
time but that she heard some of the papers read and whether all or
not she does not know. After the giving of which Evidence both parties
rested the case and at the Request of the Plaintiff Counsel the Court
gave the following instruction to the Jury to wit.

If the Jury do not find
from the Evidence that Case Hadley represented to the defendants that
he was the owner of the lands in question then the Law is for the Plaintiff
If the Jury do not find from the Evidence that Hadley knowingly re-
presented to the said defendants that he was the owner of the lands in
question then the Law is for the Plaintiff. If the Jury find from the Evidence
that defendants were told and had notice that Hadley had deeded the
Sands away then the Law is for the Plaintiff. That if the Jury find
from the Evidence that the Defendants were told and had notice
purchased a doubtful title knowing that the title was doubtful then
the defendants are stopped from pleading a failure of consideration to the
action brought by the Plaintiff for the recovery of the State given for that
title. If the Jury believe from the Evidence that at the time of the
execution of the Quit Claim Deed introduced in Evidence the lands
mentioned in the Deed was worth Seventy Five thousand Dollars and
and that the Defendants believed such to be the value of the Land and that
the Consideration paid for the lands was only Five or Six thousand
Dollars then the Jury have a right to take into consideration the fact
of the difference of the value of the lands and the price paid in deter-
mining whether or not the Defendant knew that they were taking a doubtful
title and if they knew they were taking a doubtful title to the lands
then the Law is for the Plaintiff Putnam =

If the Jury believe from the Evidence that the first second third or fourth pleas
have been sustained then the Law is for the defendants. The giving of this
instruction was thereupon excepted to by Plaintiff.

given

'2

" If the Jury believe from the Evidence that Wadley represented to Defts that
" he had never conveyed away said premises and gave a quit claim Deed
" to Defts for them and if they also believe from the evidence that said
" Wadley had conveyed said premises to Young or Love or any one else
" before that time then the law is for the Defendants. The giving
" of this instruction was thereupon excepted to by Plff.

'3

" Given "

" If the Jury believe from the Evidence that the note in the Declaration
" mentioned in the pleadings in this cause was obtained from Deft by or
" through false and fraudulent representations the law is for the Defts
" the giving of this instruction was thereupon excepted to by Plff.
" The following instructions were thereupon given upon the part of the Defts
" at the request of the Defts

'4

" Given "

" If the Jury believe from the evidence that the note described in the Dec
" laration was given for about 40 acres of Land to lease Wadley and
" that Wadley represented to said Defts at the time of the giving of said
" Note that he had a title to said Land & made a quit claim Deed of
" said Land to Deft and that said Wadley had no title whatever then
" the law is for the Defts. which was thereupon excepted to by the Plff.

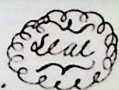
'5

" Given "

" If lease Wadley had given had given a contract or Bond for the
" conveyance of said Land to Young or Love previous to the conveyance
" by quit claim Deed to Defts still the legal title would have been in
" Wadley unless he had transferred the Land office Duplicate or made
" a Deed conveying it away. The giving of which instruction was
" excepted to by Plaintiff.

" To the giving of which instructions on the part of
" the Plaintiff the Deft by his Counsel excepted and prayed that this
" his Bill of Exceptions might be allowed in that behalf which is
" done accordingly by.

" C R Starr



" Judge of the 20th Judicial Circuit
" of the State of Illinois

State of Illinois
Kankakee County, I ss. I Philip Worcester Clerk of the Circuit
Court in for said County in the State of Illinois
do hereby certify the above and foregoing to be a full true and
Correct Transcript of the Record of the proceedings of this Court in said
Cause lately pending in our said Court. wherein Stephen Putnam
was plaintiff and Virgil Lamb, Robert Lamm, & Christopher W. Smith
were defendants as appears from the Records and files of said Court.
In Attestation Whereof I have hereunto set my hand and affixed the seal
of our said Court at Office in Kankakee City in the County and State
of Illinois. this 1st Day of March A. D. 1859.

P. Worcester Clerk
By H. H. Kooling Deputy

Ex 21.

174

Virgil Lamb et al
vs

Reuben Putnam

Transcript of
Record.

Filed April 15, 1859
L. Leland
Clerk.



No 174

V Lumb et al

vs

R Putnam

Motion
for damages

Filed 14th May 59