

13992

No. _____

Supreme Court of Illinois

Williams

vs.

Clayton

71641  7

The following motion for a rehearing, was
filed: Robert R Williams
vs
Clayton & others

Motion for a rehearing

And the said Robert R Williams sets
down the following causes for a rehearing to wit
1st the deed offered in evidence was made by the sheriff of
Adams County in pursuance of a sale made by him under
a writ of Habeas in favour of Wesley Williams against Peter
Hoyes who as appeared by the bill in chancery excluded from
the jury as evidence was the owner of the estate in the said
declaration mentioned and held a bond for a deed to the same
at the time of the said sheriffs sale and that Wheelock held
the same by deed from the County Commissioners of said
County made in pursuance of an agreement of said
bond by the said Hoyes to said Wheelock which agree-
ment was made after the said sale all which appe-
ars by the said bill

2nd The decree offered in evidence and excluded by the court
annulled and set aside the deeds under which the lessors of
the plaintiff below, ^{claimed} and was relied on not so much to show
title in the defendant as to destroy & defeat the title
set up by the plaintiff the rule being that whatever retards
the evidence or title of the plaintiff is admissible in evidence
This view of the case seems to have been overlooked by the court
as no opinion is expressed as to the effect of the decree upon
the lessors titles

3rd The court takes no notice of a certificate of purchase
made by the sheriff in pursuance of a sale made by him
under a special fieri facias issued in pursuance of said
decree which was offered in evidence & rejected by the court

Williams atty
for plffs

Robert R Williams
vs
George Clayton Fortson

Filed Feb 25, 1839
J. M. Duncan

Supreme Court of the State of Illinois
December Term of 1826

Robert R Williams, plff in error }
vs }
John Doe Ex Dem { Defs in error }
Mason & Hatch Et. Al }
Appeal from Adams
Circuit Court

And the said Robert R Williams comes and says that in the judgment in proceedings of the said Court there is manifest error in this Court 1st Court erred in giving judgment for the said plaintiffs below

2nd The Court erred in allowing the said deed of the said plaintiffs to be read as evidence to the jury
3rd The Court erred in excluding the said decree from the jury

4th The Court erred in not allowing the said bill & papers & receipts in the said chancery suit to be read as evidence to the jury

5th The Court erred in not admitting the said Deft in the Court below to read as evidence his said deed & certificate of purchase and in refusing to allow his proof that the said plaintiffs dect were void for actual and intentional fraud

There is averance in the declaration in this that in its commencement it is against Richard Roe & in its conclusion it is against Robert R Williams

7th The verdict is defective in this that it is in favour of Felix Scribner & Deakem for all which errors the said Robert R Williams prays that the said judgment may be reversed annulled and set aside &c

Robert R Williams

Joinder in Error

Browning for Defts

A. Williams, J. J. Logan, and E. J. Baker,
for the appellant.

O. H. Browning and J. H. Ralston, for the
Appellee.

I Mr with Walter, delivered the
 opinion of the court:

$$\begin{array}{r} 160 \\ 2 \\ \hline 1320 \\ 1.60 \end{array}$$

$$\begin{array}{r} 160 \\ 2 \\ \hline 480 \\ 600 \end{array}$$

Given Dec 14 1831
 of Mr. Duncan

Robert H. Williams
 or J. A. Evans
 John son Boston Mass
 to the said et al

South keep Lot 3
 Block 5. Town Durin
 Patents for the N.W.
 2. 1. 2. 7. 2 8 2
 9 10. 4. 10. 11.
 13. July 1832 - state P.
 deed from Co. Comrs
 for Lot 3 B. 5. with
 other lots, to 220
 Wheelock apiece of
 Lincoln Rose - see
 acts authorizing town
 commissioners to convey
 Wheelock keep to Clayton
 for Lot 3, Nos B.
 from Clayton & wife to
 Dech. Scribner & Bendin
 of 1/2 L. 3. B. 5.
 first proposed -
 defendt -
 decree.
 Execution - 11/11/32
 is out on the said
 nor does it relate
 to the interest of
 Wheelock under the
 decree
 Official Seal

Williams

Doe of dem
Cleyton & et. al

vs
Mr. from Adams Circuit Court

This was an action of Ejectment to recover the South half of Lot 208 in Block no 5, in the Town of Quincy. The declaration contained two devises, one from George Cleyton, and one from Mason C. Fitch, Harvey Scribner, and Henry Ranken Remondin.

The Plaintiff in the Circuit Court, during the progress of the trial, offered to give in evidence a Patent from the United States for the Land on which the ^{part of} Lot in question is laid out, to the County of Adams; next a deed from the County Commissioners of Adams County for the same Lot, to E. L. B. Wheelock assignee of Jeremiah Rose, duly acknowledged and Recorded; next a deed from Wheelock and his wife, duly executed and Recorded, to George Cleyton, and from Cleyton & his wife to Fitch, Scribner and Remondin. The Deeds of the Plaintiff which was objected to by the Defendant but the deeds & Patent were admitted as evidence. The possession of the premises by Williams at the commencement of the suit was also proven.

The defendant on the trial offered in evidence
a decree obtained in an action in Chancery
in the Circuit Court of Adams County in
November 1834, in which Archibald Williams
administrator of one Brady deceased, was
complainant, and Peter Hynes, E. L. D.
Wheelock, George Clayton, P. G. Mosby
Marion & Ditch, Harvey Scribner, and
Henry Ranken were defendants, by which,
among other things, the conveyances from
Wheelock to Clayton, and from Clayton to
Ditch, Scribner and Ranken, for the half
Lot described in the plaintiff's declaration, were
declared fraudulent and void, and were
set aside, and rescinded and cancelled, and
the premises decreed to be sold under a
Special execution against Wheelock as
the trustee of one Peter Hynes, to satisfy the
Judgments in the complainant's bill of
Complaint set forth. The defendant then
offered to produce in evidence, the Special
execution for the sale of the Lot, A. B. &
Block five named in the decree in the cause
in chancery with the endorsements, Certificates
of the Sheriff of the County of Adams, that
the Lot in question had been duly sold

to the Defendant Williams, and that he would be entitled to a deed, after the period for redemption had expired; and also a deed for the premises, executed by the said Sheriff by virtue of a writ of fieri facias issued on the 6th day of October, 1832, in a Judgment, obtained by one Wesley Williams, against one Peter Hynes, for the sum of Sixty two Dollars, and Sixty two Cents, to Robert Williams, the defendant reciting that the period of redemption had expired, duly acknowledged, and certified. This evidence the Circuit Court excluded.

The Plaintiff then moved to exclude the decree from the Jury which had been previously offered & read in evidence, which was done. The defendant here closed his evidence, but subsequently applied to the Court to admit in evidence a bill in chancery filed in the Circuit Court of Adams County, on the 22^d Nov, 1823, by Archibald Williams against said Wheelock and others, being the Bill on which the decree which had been excluded from the Jury was founded. The Circuit Court rejected the Bill, and the cause being submitted to the Jury, a verdict was rendered against the defendant, with nominal costs.

damages. To Reverse the Judgment on this verdict, a writ of error has been prosecuted, and it is now assigned for error. 1. That the Court erred in allowing the deed offered by the Lesors of the plaintiff to be read in evidence,

2. In excluding the decree from the Jury, and not permitting the deed made to the defendant by the Sheriff, under the execution against Hayes, in favor of ~~William~~ Williams to be read in evidence.

3. In not admitting the bill in Chancery, to be read in evidence.

In considering the grounds relied on as errors in this cause, the only question, which we conceive, can arise out of the facts aduced in evidence, on the part of the Lesors of the plaintiff, is, as to the mode of Execution, and Character of the deed, from the County Commissioners of Adams County, to Wheelock.

There can be no doubt, that at the time of the Execution of the deed to Wheelock, the Commissioners could not legally convey the Real Estate of which

(1)
Acts of
1835 #46

Gale's Stat
156:

The County of Adams was prepared, and had not the "Act, concerning conveyances by County Commissioners" approved 7th of January 1835, been passed, the deed would have been void, and inoperative.

This Act has declared that such conveyance, made in good faith, before the passage of the Act shall be valid, and as operative, as if the Commissioners had been duly authorized to execute them, at the time of the execution of the same. It has further provided for the execution of deeds for the conveyance of real estate owned by Counties for the future.

The character of the deed is perhaps more equivocal, and admits of some doubt as to its force and effect. We cannot see the Commissioners are named as the grantors in the deed personally, though described as Commissioners. The Patent from the U.S. conveys the land to the County of Adams, by such name, and it is necessarily truly vested in such name. It would certainly have been more regular, and appropriate to have made the County of Adams the grantors in the deed. To Wheelock & brother

County Commissioners by their names,
altho' they are described as such
Commissioners in the deed.

The Act declaring that the
conveyance heretofore executed by the
Commissioners, shall be valid, might
be supposed to be confined to the signing
of the deed of conveyance. Yet when
the object and spirit of the Law is
considered, it will be recollected, that
it was the intention of its framers
to confirm & render valid all such
defective conveyances, whether for
want of power to execute them, ~~or~~
on account of ^{or on account of} ~~the~~ the character of the deed, and
the mode of execution.

In the case before us, the deed
also recites that the conveyance is made
for and on behalf of the County, and we
are therefore, when the causes which
doubtless produced the act, are considered,
led to the conclusion that the deed is
sufficient to convey the title to the Estate
granted. The Circuit Court, we
conceive, decided in effect, if not in

made, correctly, in excluding the decree from
the Jury, after the defendant had failed
to produce a deed, in conformity to the
sale made, under the special writ
of fieri facias. It will be perceived
that the deed recites a sale, on an
Execution, made in an entirely different
cause, between different parties, in an
action at Law, and therefore, there
could be no relevancy between a
title acquired under the fieri facias
set out in the deed, and the one offered
in evidence under the decree. The
point can admit of no doubt. The
objection, that, as the decree was evidence
conducing to prove the issue, it should
have been left to the Jury to act on,
is inconclusive. The practia of excluding
evidence, after it has been received, where
some one important link in the chain,
necessary to establish the right claimed,
is wanting, seems to have been adopted
in many of the Courts of the Western States
as an equivalent, for instructing the Jury
that for want of such proof, the party has
not made out the point sought to

to be established, and that therefore they must disregard the other portions of evidence with reference to that point and know it not proven, which latter mode is ~~more~~ preferable, being more consistent with the regular mode of proceeding; but because this course was not taken, and as the result, had it been done, would have been the same, it cannot be a sufficient reason for disturbing the Judgment. The defendant has suffered no injury from the course adopted.

The exclusion of the Bill in chancery was correct. It related directly to the excluded decree, and was the Bill on which that decree was founded.

The minor causes referred to, of defects in the declaration and verdicts have not been considered objectionable. They are entirely cured by the Statute of Jeofails.

The Judgment of the Circuit Court is affirmed with costs.

^{Thompson}
P. P. Williams ^{Admiral}

Doc of dem }
Clayton et al }

Opinion
Judt. aff.
Smith

Filed Feb. 21. 1839
J. M. Duncan

2

Copied

State of Illinois }
County of Adams } set-

} Pleas before the Honorable
Richard M. Young, At a Circuit Court begun
and held at the Courthouse in Quincy, in and for the
County of Adams, and State of Illinois on Tuesday
the 12th day of April in the year of our Lord one
thousand eight hundred and thirty-six

Present-

The Honorable Richard M. Young,
Judge of the Fifth Judicial
Circuit of said State :

John Doe & dem George Clayton }
Mason C. Fitch Harry Scribner }
and Henry Rankin Plaintiffs } An Ejectment.
vs }
Richard Roe }

} Be it re-
-membered, that heretofore, to wit, on the twenty-
eighth day of March, in the year of our Lord
one thousand eight hundred and thirty-six
the plaintiffs by their Attorney filed in court
their declaration in Ejectment in the words
and figures following, to wit:

State of Illinois, } Adams Circuit Court.
Adams County } April term 1836

} Richard Roe or Robert R
Williams was attached to answer John Doe
of a plea wherefore he the said Richard
Roe or Robert R. Williams with force and

arons, at and within the County of Adams,
aforesaid, on the first day of October 1834, en-
tered into a messuage and dwelling house, out-
house and stable, & garden with their appurtenan-
ces, the same being situate on, and embracing
all the following tract of land (to wit) the south
half of Lot No. three (3) in Block No. five (5) in
the town of Quincy, in said County of Adams
and State of Illinois with the right tenements,
and appurtenances to the said tract of land be-
longing which George Clayton had demise'd to the
said John Doe, for a term which is not yet ex-
pired and ejected him from his said farm

And also wherefore the said Richard Roe, or
Robert R. Williams, with force and arons, at and
within the County aforesaid on the day and year
aforesaid, entered into another messuage, dwelling
house, out house, stable and garden, with their ap-
purtenances, the same being situate on and em-
bracing all the following tract of land (to wit)
being the south half of Lot No. three (3) in Block
No. five, in said town of Quincy, in the County
of Adams and State of Illinois, with the right
tenements, and appurtenances unto the said
south half of Lot three in Block five be-
longing, which Mason G. Fitch, Harvey Scrib-
ner & Henry Renekin had demise'd to the said
John Doe for a term which is not yet expired
and ejected him from his said last mentioned
farm. And ^{also} wherefore the said Richard Roe
or Robert R. Williams, with force and arons,
at and within the County of Adams aforesaid

on the day and year aforesaid entered into another
messuage, dwelling house, out house stable, & garden
with their appurtenances, the same being situate
on, and embracing all the following tract of land
(to wit) being the South half of Lot No three (3) in Block
No five (5) in the town of Quincy, in the said county
of Adams and state of Illinois, with all the rights
and tenements into the said South half of Lot three in
Block five, belonging which Thomas C. King &
William L. King had devised to the said John
Doe, - for a term which is not yet expired, and
ejected him from his said last mentioned farm,
and other wrongs to the said John Doe, then and
there did to the great damage of him the said
John Doe, and against the peace and dignity
of the people of the state of Illinois.

And thereupon the said John Doe, by
Ralston his attorney complains that whereas
the said George Clayton, on the first day of
October in the year 1834, in the County aforesaid,
had devised to the said John Doe with the
said tenements, with the appurtenances first
above mentioned to have and to hold the
same to the said John Doe and his assigns
from the 1st day of October AD 1834. aforesaid,
for and during and unto the full end and term
of five years from thence next ensuing, and
fully to be complete and ended, and whereas
the said Masden C. Finch Harvey Scribner,
and Henry Renckin on the said 1st day of Oc-
tober, 1834 aforesaid, at the County aforesaid,
had devised to the said John Doe, the said

with the appurtenances
tenements, secondly above mentioned to have and
to hold the same to the said John Doe and his
assigns from the ^{said} 1st day of October 1834. afore-
said, for and during, and unto the full end and
term of five years from thence next ensuing and
fully to be complete and ended. And also that
whereas the said Thomas G. King and William
L. King on the said first day of October 1834.
aforesaid, at the county aforesaid, had demised
to the said John Doe the said tenements with
the appurtenances thirdly above mentioned, to have
and to hold the same to the said John Doe and
his assigns from the said 1st day of October
1834 aforesaid, for and during, and unto the
full end and term of five years, from thence
next ensuing and fully to be complete and end-
ed, by virtue of which said several demises the
said John Doe entered into the said several ten-
ements, first, secondly, and thirdly above mentioned
with the appurtenances, and became and was pos-
sessed thereof for the said several terms so to him
thereof respectively granted as aforesaid.

And the said John Doe being so thereof pos-
sessed, the said Richard Roe or Robert R. Mil-
lams afterwards to wit, on the 1st day of October
1834 aforesaid, in the county aforesaid, with
force and arms entered into the said tenements with
the appurtenances first, secondly and thirdly
above mentioned to which the said John Doe was
so interested, in manner and for the several
terms aforesaid, which are not yet expired and
ejected the said John Doe from his said several

several farons, and other wrongs to the said John Doe then and there did to the great damage of the said John Doe, and against the peace and dignity of the people of the state of Illinois, wherefore the said John Doe saith that he is injured, and hath sustained damage to the value of three hundred dollars, and therefore he brings his suit

Wm. Ralston Atty.
For Plff.

Mr. Robert R. Williams

Sir I am informed that you are in possession of, ~~and~~^{or} claim title to the premises in this declaration of ejectment mentioned, or to some part thereof, and I being sued in this action as a casual Ejector only, and having no claim or title to the same do advise you to appear at the next April term of our Adams County Circuit Court, to be begun and holden at the Court house in the town of Quincy on the 11th day of April next, by some Attorney of that Court, and then and there by rule of the same Court, to cause yourself to be made defendant in my stead, otherwise I shall suffer Judgment therein to be entered against me by default, and you will be turned out of possession

Dated this 28th day of March A.D. 1836
Yours &c.

Richard Roe.

And Be It Remembered, that afterwards, to wit, on the fifteenth day of April, in the year of our

one thousand eight hundred and thirty-six

John Doe Esq. and George Clayton

Mason G. Fitch, Harvey Scribner and

Henry Rankin Plaintiffs

vs

Richard Roe Defendant

in Ejectment

This day came the parties by their attorneys, whereupon it is ordered by the consent of both parties and their attorneys that Robert R. Williams be made defendant in the place of the now defendant Richard Roe, and shall immediately appear to the plaintiffs action and shall receive a declaration in a plea of trespass in ejectment of the tenements in question, and shall immediately plead thereto "Not Guilty" and upon the trial of the issue, shall confess lease entry and ouster, and insist upon his title only, and if upon a trial of the issue the said Robert R. Williams, do not confess lease, entry, and ouster, and by reason thereof the plaintiff cannot prosecute this writ, then the taxation of costs upon such non prods shall cease and the said Robert R. Williams shall pay such costs to the plaintiffs, as by our said court here shall be taxed and adjudged for such his default in non performance of this rule, and the judgment shall be entered against the said Richard Roe, now the casual ejector by default. And it is further ordered that if upon the trial of the said issue a verdict shall be given for the defendant, or if the said plaintiffs shall not ~~execute~~^{prose} their ^{writ} upon any other cause, then for the not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay costs if the plaintiffs themselves do not pay it.

And be it remembered that afterwards, to wit, on the
twentieth day of April, in the year last aforesaid
John Doe & dem George Clayton
and others
vs
Robert R. Williams
John Ejectment

This day came
the parties by their attorneys, and the plaintiff filed
his amended declaration, to which the defendant
pleaded "not guilty" and by agreement the cause is
continued. Which amended declaration is in
the words and figures following to wit:-

State of Illinois
Adams County Circuit Court April Term 1834
Richard Roe was attached to
answer John Doe of a plea wherefore he, the said Rich-
ard Roe, with force and arms and within the County of
Adams aforesaid, on the 1st day of October 1834 entered into
a messuage and dwelling house out house and stable and
garden, with their appurtenances, the same being situate
on, and embracing all the following tract of land, to wit
the south half of lot No three, in Block No five, in the
town of Quincy, in the ^{said} County of Adams, and State of Illi-
nois, with the rights, tenements, and appurtenances to
the same belonging, which George Clayton had demised
to the said John Doe for a term which is not yet ex-
pired, and ejected him from his said farm, and also
wherefore the said Richard Roe, with force and arms,
at and within the County of Adams aforesaid, on the day
and year aforesaid entered into another messuage, dwell-
ing house, out house, stable and garden, with their ap-

purtenances the same being situate on and em-
bracing all the following tract of land to wit:
the south half of Lot Number three in Block
number five in the town of Quincy in the
said County of Adams, and State of Illi-
nois with the rights tenements and ap-

possessions unto the same belonging, which Mason
H. Fitch Harvey Scribner and Henry Renkin had
demised to the said John Doe for a term which is
not yet expired, and ejected them from their said former
last mentioned. And also wherefore the said Rich-
ard Roe, with force and arms, at and within the
County of Adams aforesaid, on the day and year
aforesaid entered into another messuage, dwelling
house, out house, stable and garden, with their
appurtenances, the same being situate on, and
embracing all the following described tract of
land to wit, the south half of lot No. three in
Block No five, in the town of Quincy, in the
said County of Adams and State of Illinois with
all the rights tenements, and appurtenances
unto the same belonging which Thomas C
King and William L King had demised
to the said John Doe for a term which
is not yet expired, and ejected him from
his said last mentioned farm, and other
things to the said John Doe then and
there did to the great damage of him the
said John Doe and against the peace
and dignity of the people of the State of
Illinois.

And thereupon the said John Doe
by Ralston his attorney complaining, that
whereas the said George Clayton on the
first day of October ^{in the year} 1834 aforesaid, in the
County aforesaid had demised to the said John Doe
the said tenements, with the appurtenances first
above described, to have and to hold the same

to the said John Doe and his assigns, from the first day of October 1834 aforesaid during and until the full end and term of five years from thence next ensuing and fully to be completed and ended, and also that whereas the said Mason G Fitch Harvey Scribner and Henry Rankin, on the first day of October 1834 aforesaid, at the County aforesaid, had demised to the said John Doe the said tenements with the appurtenances secondly above mentioned, to have and to hold the same to the said John Doe and his assigns from the said first day of October 1834, for and during and until the full end and term of five years from thence next ensuing and fully to be completed and ended. And also that whereas the said Thomas G King and William L King on the said first day of October 1834 aforesaid, at the County aforesaid, had demised to the said John Doe the said tenements with the appurtenances thirdly above described, to have and to hold the same to the said John Doe and his assigns from the said first day of October 1834 aforesaid, for and during and until the full end and term of five years thence next ensuing and fully to be completed and ended, by virtue of which said several demises the said John Doe entered into the said several tenements first secondly and thirdly above described, with the appurtenances, and became and was possessed thereof, for the said several terms do to him thereof respectively granted as aforesaid. And the said John Doe being ^{the} ~~the~~ possessed of the said Robert R. Williams, afterwards, to wit on the

first day of October 1834. aforesaid in the county of aforesaid
with force and arms, entered into the said tenement
with the appearances first, second and thirdly above
mentioned to which the said John Doe was so in-
terested in manner and for the several terms aforesaid
which are not yet expired, and ejected him the said
John Doe from his said several farms and other
mongs to the said John Doe then and there did
to the great damage of the said John Doe and
against the peace and dignity of the people of the
State of Illinois, wherefore the said John Doe
saith that he is injured, and hath sustained da-
mage to the amount of three hundred dollars.

W. Ralston Atty

And afterwards, to wit for: ^{off}
And afterwards to wit, at a Circuit Court
begun and held at the Court house in Sim-
ey in and for said county and state on
the Twelfth day of September in the year
last aforesaid, to wit on the twentieth day
of said month of September

John Doe of dem George Claytor and others
 to wit Mason C Fitch Harvey Scribner
 and Henry Penick Plaintiffs
 vs
 Robert R. Williams Defendant

John Ejection
 and now

At this day came again the parties by their Attornies, and
 issue having been joined to try the same, came the Jur-
 vors of a Jury, to wit John Terry, Henry S. Payne,
 Lawrence Hadley Thomas Hargrave James Dunn
 Joseph Brown Hosea Collins Willard Keyes,
 Stephen C Payne Rial Brandall Edward Warner
 and Ebenezer Rand, who being elected tried and
 sworn well and truly to try the issue joined, upon
 their oaths do say: "We the jury empannelled to try a
 case between George Claytor and others plaintiffs
 and Robert R. Williams Defendant, do find that
 Fitch Scribner and Penick were entitled to pos-
 session of the premises at the time of the commencement
 of this declaration, to wit, on the first day of October 1834
 and find the defendant Robert R. Williams guilty of
 trespass and ejection charged ^{in the plaintiff's declaration}, and added the plain-
 tiffs damages at one cent." It is therefore considered
 by the court that the said plaintiffs recover of the said
 defendant, Robert R. Williams, their term yet to come, of,
 in, and to, the said tenements in the said tenements in
 the plaintiffs declaration mentioned, to wit: the
 South half of Lot Number three, in Block Number
 five, in the town of Quincy in the county of Adams
 and State of Illinois, with the appurtenances

verdict
 made

and the said damages assessed by the said
jury in favor of said, and also their costs
and charges by them on this behalf expended.

And be it remembered that after coming
to trial, on the twenty-first day of September
in the year of our Lord one thousand eight hun-
dred and thirty-six

John Doe et al vs
George Clayton, Madison C. Fitch,
Harvey Scribner, and Henry
Wentkin Plaintiffs,

vs
Robert R. Williams Defendant

Judgment

This day came
the defendant, and on tendering his bill of excep-
tions, prayed an appeal to the Supreme Court,
whereupon it was ordered that an appeal be
allowed the said defendant to the Supreme
Court of the State of Illinois, on condition that
he do, within ten days from this date enter into
bond in the sum of two hundred dollars,
with Archibald Williams as his security
conditioned according to laws which
said bill of exceptions is in the words
and figures following to wit

John Doe Et Al vs
George Clayton Et Al,
vs
Robert R. Williams

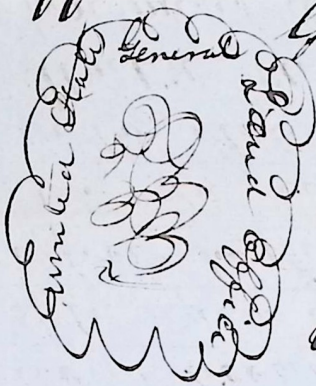
Be it remembered that on
the trial of the above cause the plaintiff gave
in evidence the following patent:—

Certificate
No 1708

The United States of America
Do all to whom these presents shall come Greeting
Under the provisions of the act of Congress
approved on the 26th day of May 1824 en-
titled "an act granting to the counties of pa-
rishes in each state and territory in which the
public lands are situated the right of
pre-emption to quarter sections of land for
seats of justice within the same" there
has been deposited in the General Land Office of the
United States a certificate of the Register of the Land Office
at Edwardsville whereby it appears that full payment
has been made by the county of Adams in the state of
Illinois according to the provisions of the act of Congress
of the 24th of April 1820 entitled an act making fur-
ther provision for the sale of the public lands
for the North West quarter of section two in
Township two, South, of Range nine West of
the fourth principal Meridian line, in the dis-
trict of lands subject to sale at Edwardsville
Illinois, containing One hundred and sixty
acres, according to the official plat of the survey
of the said lands, returned to the General Land
Office by the Surveyor General, which said tract
has been purchased by the said county of Adams
in the state aforesaid. Now Know Ye, that the
United States of America, in consideration of the
promises and in conformity with the several acts
of Congress, in such case made and provided, have
given and granted, and by these presents Do give and
grant, unto the said county of Adams, in the state
aforesaid, and to its ~~successors~~ and assigns for

the said tract above described To Have and to
Hold the same together with all the rights preve-
nued, immunities and appurtenances of whatsoever
nature thereunto belonging unto the said county of
Adams, in the state aforesaid, and to its
successors, and assigns for

ever. In Testimony whereof Andrew Jackson President of the United States of America have caused these Letters to be made patent and the seal of the General Land Office to be hereunto affixed.



Given under my hand, at the City of Washington, the thirteenth day of February, in the year of Our Lord One thousand eight hundred and thirty two and of the Independence of the United States the fifty seventh
Andrew Jackson

By the President

Clayton Hayward

Commissioner of the
General Land Office

Recorded vol. 4. Page 248. E

And afterwards ^{offered} the following Deeds as evidence to wit:

Know all men by these presents that we Mead Patten James M. Seehorn and John Riddle, County Commissioners of Adams County, State of Illinois on behalf of said County of Adams, for, and in consideration of the sum of Twenty four ⁽²⁴⁾ dollars heretofore paid into the treasury of said County of Adams, the receipt of which is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed, unto C. L. R. Wheelock assignee of Abneriah Rose and by these presents do as County Commissioners, and on behalf of said County of Adams, grant, bargain sell release

Convey and confirm unto the said E. L. R. Wheelock assignee as aforesaid, and to his heirs and assigns forever, the following lots of ground, lying, and being situate in the town of Luncy, in said county of Adams, and described upon the plot of said town as Lot Number Three (3) in Block Number Five (5) - and the north half of Lot Number Two (2) in Block Number Five (5) To have and to hold the above described Lots of ground, with the privileges, hereditaments and appurtenances to the same belonging or in any wise appertaining, to him, the said E. L. R. Wheelock assignee as aforesaid and to his heirs and assigns forever; and we do as County Commissioners as aforesaid for ourselves and our successors in office covenant and agree to and with the said E. L. R. Wheelock assignee as aforesaid, his heirs and assigns, the title to the above described lots of ground, to him and them to warrant and forever defend against the lawful claim or claims of every person or persons whatsoever.

In testimony whereof we, as County Commissioners as aforesaid have herunto set our hands and private seals this Third day of June A.D. 1833

Wm. P. Allen *(Seal)*
 James M. Dehon *(Seal)*
 John Riddle *(Seal)*

State of Illinois }
 Adams County } set

Be it remembered that on this third day of June A.D. 1833, personally

Came before the subscriber Clerk of the Circuit Court of said County Hans Patton James M Peckhorn and John Riddle known to me to be the persons who signed the foregoing deed of conveyance and acknowledged that they had executed the same for the purposes therein mentioned.



In testimony whereof I have hereunto set my name and affixed the seal of said Court at Quincy the day the day and year above written.

Henry H Snow Clerk

State of Illinois)
County of Adams)
Henry H Snow Clerk
of the County Commissioners
of said County of Adams do hereby
certify that the foregoing deed was duly made executed and delivered by the said County Commissioners Court, on the day and date thereof.



In testimony whereof I the Clerk of said County Commissioners Court have hereunto set my name and affixed the seal of said Court at its office in Quincy on the third day of June 1833

H H Snow Clerk

State of Illinois)
Adams County)
Recorder's Office

I hereby certify that the foregoing deed and acknowledgments have been duly recorded in said office at Quincy in Book

B. pages 361. & 362. this 20th day of August 1833
W. H. New Recorder

This Indenture made and concluded this Twentieth day of August in the year eighteen hundred and thirty-three between E. L. R. Wheelock and his wife Wheelock of the county of Adams & State of Illinois of the first part and George Claytor of the second part, Witnesseth that the said party of the first part for and in consideration of the sum of three hundred and thirty dollars to them in hand paid the receipt whereof is hereby acknowledged, have given, granted, bargained and sold, and by these presents do give, grant, bargain and sell, unto the said George Claytor, his heirs and assigns, forever all the following described tract of land, to wit: lot Number three (3) in Block Number five (5) and the north half of lot Number two (2) in Block Number five (5) in the town of Quincy, in the said County of Adams and State of Illinois, to have and to hold, unto the said Claytor his heirs and assigns forever together with all and singular the rights, privileges, and hereditaments to the same belonging, and the said party for themselves, their heirs, executors and administrators covenant and agree with the said George Claytor his heirs and assigns, that they the said party of the first part, are, at the sealing of these presents, seized in fee simple absolute of the above described premises, and that

they have full power and lawful authority to sell
and convey the same in manner aforesaid. The said
party of the first part do by these presents further co-
venant and agree with the said party of the second part
^{the said party of the first part, the title to the above described premises unto}
his heirs and assigns, that they, the said party of the se-
cond part, his heirs and assigns will warrant and
for ever defend against the lawful claim or claims,
demand or demands, of all and every person whatsoever.

In testimony whereof the said party of the first
part have herunto set their names and seals, this
day and date above written

In presence of
J. W. Whitney
J. H. Ralston

E. L. R. Wheelock
Mary Wheelock

State of Illinois
Adams County

I James H. Ralston one
of the Justices of the peace
within and for said County do hereby certify that
on this twenty-first day of August, in the year of our
Lord one thousand eight hundred and thirty-three per-
sonally appeared before ^{me} the above named E. L. R.
Wheelock and Mary Wheelock his wife, who are
both personally known to me to be the same
persons who executed the aforesaid deed who
then and there acknowledged that they executed
the same freely and voluntarily for the uses and
purposes therein named, the said Mary being
first examined separate and apart from
her said husband and after the contents and
legal effects of said deed were fully explain-
ed, and made known to her she declared that
she executed the same upon her part with-
out any threats or persecutions of her said hus-

band, and that she hereby freely and voluntarily
relinquishes her right to dower in and to
the premises by this deed conveyed.

Given under my hand and seal this day
and date above written

J. H. Ralston

State of Illinois

Adams County

Recorders office

I hereby certify that the forego-
ing deed and acknowledgment have been duly re-
corded in said office at Quincy in book 13:
page 362, 363, this 21st day of August A.D.
1833

Henry H. Snow Recorder

~~This indenture~~ made and concluded this fif-
teenth day of June in the year of our Lord one thou-
sand eight hundred and thirty four between

This indenture, made and concluded this fifth
day of October eighteen hundred and thirty three be-
tween George Claytor of the County of Adams, and
State of Illinois of the first part and Mason &
Fitch and Harvey Scribner and Henry Kenekin
of the town of New Albany in the State of Indiana
of the second part Witnesseth that the said party of
the first part for and in consideration of the sum of one
hundred and seventy-five dollars, lawful money of the
United States the receipt whereof is hereby acknow-
ledged, hath given granted, bargained & sold and by these
presents doth give, grant bargain & sell, unto the said
party of the second part their heirs and assigns all the fol-
lowing described tracts of land To wit The South half of
Lot No three (3) in Block No five (5) and the South half

of the North half of Lot No. two (2) in block No. five in town of Quincy, in the said county of Adams and state of Illinois together with all and singular the rights, privileges and appurtenances to the same belonging or in anywise appertaining: To have and to hold unto the said party of the second part, their heirs heirs, and assigns forever as a good and absolute title in fee simple.

In Testimony whereof the said George Claytor and Sally Claytor his wife have hereunto set their names and affixed their seals at Quincy, the day and date above written

Sealed and delivered
in presence of us

George Claytor
Sally Claytor

State of Illinois
Adams County

personally appeared before the undersigned one of the Justices of the Peace within and for said county George Claytor and his wife Sally Claytor. by the said justice personally known to be the same persons who executed the foregoing deed of conveyance and acknowledged that they freely & voluntarily executed the same for the purposes named therein. The said Sally was by the said justice examined separate and apart from her said husband, and after the contents and legal effects of said deed were fully explained and made known to her by said Justice she truly declared that she executed the same voluntarily for the purposes named therein, without the compulsion of her said husband. Given under my hand and seal at Quincy this fifth day of Octo^r 1833

J. H. Ralston

State of Illinois }
Adams County }
Recorder's office }
}

I hereby certify that the within
in deed and acknowledgment
have been duly recorded in said office at Quincy
in Book B. page 420 this 3rd day of October A.D.
1833
Henry H. Snow
Recorder

To which the defendant objected but the court over-
ruled the objection, and permitted the deeds to be
read as evidence to the jury. Earl Pierce was
then called and sworn as a witness on the part of
the plaintiff, and said that Robert R. Williams
resided on, and was in possession of the premises
mentioned in the declaration, at the time of the service
thereof. This being all the evidence on the part of the
plaintiff. The defendant then offered to read as evi-
dence the following decree

State of Illinois }
County of Adams }
} doct. Pleas before the Honora-
ble Richard M. Young at a special
chancery term of the Circuit Court in and for the County
of Adams and State of Illinois held at the Court house
in Quincy (agreeably to an order of said Court made
on the twenty-third day of August last) on the 17th
day of November in the year of our Lord one
thousand eight hundred and thirty-four.

Present. The Hon. Richard M. Young Judge of
the fifth Judicial Circuit of
the State of Illinois
November 21st 1834

November 21st 1834

Archibald Williams administrator
of Richard Broady deceased, Complainant
vs,

Peter Heynes E. L. R. Wheelock George
Clayton R. G. Ormsby, Mason & Fitch
Harvey Scribner & Henry Kenkin

John
Chancery

This day came again the
Complainant and the cause coming to a hearing
upon the bill of Complainant ^{and the ~~affidavit~~ ~~filed~~} filed there with and
it appearing to the satisfaction of the court that
notice of the pendency of this suit had been given
according to law in the Illinois Advocate and State
Register, a public newspaper printed in this state
for four weeks successively the first of which
said publications of notice was made on the
28th day of December 1833 and the last on the
18th day of January 1834, and the said Defend-
ants having been three times solemnly called
and not appearing to enter their appearance
and answer the Complainant's bill as di-
rected in said publication of notice on mo-
tion of the said Complainant it is now ordered
by the court that the said bill, and the mat-
ters therein alleged be taken as confessed
against the said Defendants, and it is
further ordered and decided by the court that
the conveyance made by E. L. R. Wheelock
to George Clayton for Lot Number three and
the North half of Lot Number two in Block
Number five, in the town of Quincy, being the
same lots and premises in the Complain-

ants bill mentioned which said convey-
ance was made on the ~~four~~ ^{twentieth} day of
August 1833 and also a conveyance made
by the said defendant George Clayton to R.
G. Crosby on the 2^d day of September 1833
for the north half of the said lot No three
Block Number five being part of the land
and premises in the said complainant's bill
mentioned and also the north half of the said
north half of lot Number two in the same
block in the same bill mentioned and also
a conveyance made by the said George Clay-
ton to Mason & Fitch Harvey Scribner, and
Henry Penkin on the 3rd day of October 1833, for
the south half of lot Number three in block
Number five and the south half of the said
north half of lot Number two in the same
block situated in the town of Quincy, all being
the same lots, parts of lots and premises in the said
complainant's bill mentioned, be rescinded
and the conveyance aforesaid from the said Whe-
lock to the said Clayton from the said
Clayton to the said Crosby and from
the said Clayton to the said Fitch Scrib-
ner and Penkin be set aside and held for-
naught as being fraudulent and void, and
it is further ordered and decreed that a special
execution ^{against E. L. W. Wheelock, as trustee of Peter Haynes,} issue to the Sheriff of Adams County re-
quiring ^{the said Sheriff} him to sell the said lot and half lot
and premises in the complainant's bill
mentioned for the satisfaction of the judg-
ment and costs in the said complainant's
bill mentioned: and it is further ordered

cause to make the sum of two hundred and sixty nine dol-
lars and fifty two cents debt which Archibald Will-
iams, administrator of the estate of Richard Broady, de-
ceased, on the twenty-first day of November A D 1834
in our Circuit Court for Adams county aforesaid,
on the Chancery side thereof, recovered against E.
L. R. Wheelock as trustee of Peter Ayres, and also
the further sum of Ten Dollars and Eighty one and
a fourth cents costs of suit of which the said E. L. R.
Wheelock, as trustee of Peter Ayres, was duly con-
victed, as appears to us of record. And have you
those moneys at the Clerks office of our said Cir-
cuit Court in Quincy, within ninety days from the
date hereof to render unto the said Archibald Will-
iams, administrator as aforesaid, his debt and
costs aforesaid, and have you then here this
Writ.

Witness, Honorable Richard M Young
Judge of our said Circuit Court at
Quincy this 26th day of May A D
1835
Henry A Snow Clerk

On which said Execution the following words
and figures were endorsed to wit:

The within execution came to hand for
collection the 28th day of May hour of nine o-
clock A.M. in the year A D 1835

of E. L. R. Pierce Sheriff A. C. C.
By virtue of the within writ of execution to me
directed I have levied the same on town Lot Three
and the North Half of Lot Two in Block Five
situated in the old town of Quincy, as within am
commanded
E. L. R. Pierce Sheriff A. C. C.

May 29th A. D. 1835. This day I advertised the sale
of the within named Lot and half Lot to be sold
the 20th day of June in the year A D 1835

June 20th 1835 this day I offered the within named Lands or town lots to the highest bidder, and Robert R. Williams was the highest and best bidder for the said town lots at one hundred dollars, and they were struck off to him for \$100.00 and I this day ^{have} made to him a certificate therefor June 20th 1835

E. R. L. Pierce Sheriff
Adams County Ill

Sheriff's Fees

To Leasing this Execution 30
 " Advertising Sale 25
 " Same, Appraisers 15
 " Same 18²/₄

Making a certificate of sale 25⁰
 a Commission on sale of \$100.00
 6.93²/₄

E. R. L. Pierce Sheriff A. G. Ill

State of Illinois }
 Adams County } det. J. Earl Pierce Sheriff of said county do
 hereby certify that by virtue of a writ of special
 fieri facias directed from the Clerk's office of the Circuit Court I
 did, on the 29th day of May AD 1835 advertise in three of the most
 public places in Adams County Lot 3, and the N¹/₂ of Lot 2 in Block
 five situated in the town of Quincy, and did, on the 20th day of
 June AD 1835 expose to public sale a certain tract or por-
 cel of land as above named, (to wit) Lot number three, and the
 North half of Lot Number two situate and lying in the said
 town of Quincy, and that Robert R. Williams bid the
 sum of one hundred dollars therefor which being the highest
 and best bid for the said tract or parcel of land was,
 struck off to him the said Robert R. Williams
 and that the said Robert R. Williams will be entitled
 to a deed for the said premises so sold to him on the
 20th day of September 1836, unless the same be redeemed ac-
 cording to law

Given under my hand and seal this 20th day of June
 1835 E. R. L. Pierce Sheriff A. G. Ill

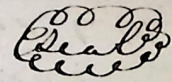
Signed Duplicate

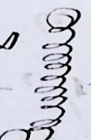
This Indenture, made and entered into
the seventeenth day of June in the year of
our Lord one thousand eight hundred and
thirty-four by and between Earl Peirce Sher-
riff of the County of Adams, in the State of
Illinois, of the one part and Robert E
Williams of the town of Quincy, and the county and
and state aforesaid of the other part. Witnesseth
Whereas that one, Wesley Williams, on the
sixth day of October, in the year of our Lord
One thousand eight hundred and thirty-two
prosecuted out of the Circuit Court of the County
of Hancock a certain writ fieri facias,
tested on the day last aforesaid and directed to the
said party of the first part commanding him
as Sheriff of said County of Adams, to levy
and make of the goods and chattels, lands and
tenements of one Peter Hynes, the sum of sixty-two dol-
lars and sixty ~~two~~ cents debt and the further sum of three
dollars and thirty one and a $\frac{1}{4}$ cents costs of suit by virtue
of the aforesaid execution the aforesaid party of the first
part as Sheriff, and on other wise, did, on the fifteenth
day of December in the year of our Lord one thousand eight
hundred and thirty two did publicly expose to
sale in compliance to the statute in such case made
and provided, Lot Number Two, Three and Four
in Block Number Four and Lot Number
Three and North half of two in Block number five,
situated and being in the town of Quincy, in the County
and state aforesaid, which said Town lots was struck
off to the said Robert Williams, the party of the se-
cond part, he being the highest and best bidder
for the sum of twenty-eight dollars for the same.

This Indenture, made and entered into
the seventeenth day of June in the year of
our Lord one thousand eight hundred and
thirty-four by and between Earl Peirce Sher-
riff of the County of Adams, in the State of
Illinois, of the one part and Robert ~~E~~
Williams of the town of Quincy, and the county and
and state aforesaid of the other part. Witnesseth
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One thousand eight hundred and thirty-two
prosecuted out of the Circuit Court of the County
of Hancock a certain writ fieri facias,
tested on the day last aforesaid and directed to the
said party of the first part commanding him
as Sheriff of said County of Adams, to levy
and make of the goods and chattels, lands and
tenements of one Peter Hynes, the sum of sixty-two dol-
lars and sixty ~~two~~ cents debt and the further sum of three
dollars and thirty one and a $\frac{1}{4}$ cents costs of suit by virtue
of the aforesaid execution the aforesaid party of the first
part as Sheriff, and on other oise, did, on the fifteenth
day of December in the year of our Lord one thousand eight
hundred and thirty two did publicly expose to
sale in compliance to the statute in such case made
and provided, Lot Number Two, Three and Four
in Block Number Four and Lot Number
Three and North half of two in Block number five,
situated and being in the town of Quincy, in the County
and state aforesaid, which said Town lots was struck
off to the said Robert Williams, the party of the se-
cond part, he being the highest and best bidder
for the sum of twenty-eight dollars for the same.

And whereas more than fifteen months have elapsed since the day and of the sale of the town lots aforesaid, and the same has not been redeemed according to law, either by the said Peter Hyoed, the defendant, his heirs executors administrators or guaranties or any judgment creditor. Now therefore the said party of the first part, as sheriff aforesaid, and not otherwise, doth hereby grant, bargain, sell, and convey unto the said party of the second part the aforesaid town lots and all the right title, interest, claim, and demand that the said Peter Hyoed had in the same and him the said party of the second part his heirs forever to have and to hold the aforesaid town lots and all the right title, interest claim or demand that the said Peter Hyoed had in the same or all other claiming by through or under him

In testimony whereof the said party of the first part doth heretofore set his hand and seal as sheriff the day and year first above written

EARL PEIRCE Sheriff A. C. Ill. 

State of Illinois
Adams County  do. I Henry H Snow Clerk of the Circuit Court of said County do hereby certify that the above named Earl Peirce, Sheriff, of said County personally came before me and acknowledged that he executed the foregoing instrument for the uses and purposes therein mentioned

Given under my hand and the seal of of the said Court at Quincy this 18th day of June 1834

H. H. Snow Clerk

All of which were excluded by the court. The defendant then closed the evidence on his part, and the Plaintiff called Earl Pierce, and offered to prove that the plaintiff Hlaytor had redeemed said land from a sale made under the said decree which was not allowed by the court. The plaintiff then moved the court to exclude the said decree from the Jury as evidence, which was accordingly done. The defendant then offered in evidence the following bill, summons, affidavit, certificate and Notice

State of Illinois } To the Honorable Richard M. Young
 Adams County } Judge of the Circuit Court of the said
 county, now in Chancery sitting;—

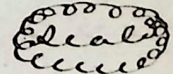
A Williams
 admr of
 Richard Broady
 decd
 vs
 Earl Hlaytor
 Chancery
 Peter Hlymer Stue

Filed Nov. 23
 1833

Assembly complaining sheweth unto your honor, your orator Archibald Williams, administrator of Richard Broady deceased; that the county Commissioners of the said County of Adams on or about the 13th day of December AD 1825 Sold lots two and three in block five in the town of Quincy in the aforesaid County to Jeremiah Rose, and executed their bond as such Commissioners to the said Jeremiah Rose, binding themselves and their successors in office to make a good and sufficient deed of conveyance for said lots to the said Jeremiah Rose as soon as the said county should obtain a patent from the United States for the land upon which the said town was situated, and the said Jeremiah should pay for the said lots; and on the 20th day of October 1826 the said Jeremiah bargained and sold the said Lot No. three and the North half of said Lot No. two, unto Ira Pierce, and executed his bond to the said Ira for the conveyance thereof which bond was in the words and figures or to the purport and effect following (to wit) Know all men by these presents, that I Jeremiah Rose of the County of Adams and state of Illinois, am held and firmly bound

unto Ira Pierce his heirs and assigns, in the sum of,
two hundred dollars gold and lawful money of the
United States, for which payment well and truly to be
made I bind myself, my heirs executors and admin-
istrators jointly and severally fir only by these present
Dated this twentieth day of October one thousand eight
hundred and twenty six and to which I have hereunto set
my hand and affixed my seal

The condition of the above obligation is such
that whereas the said Jeroniah Rose has this day sold
unto Ira Pierce a certain town lot numbered three and
the north half of lot number two in Block number
five in the town of Quincy County of Adams and
State of Illinois for which the said Pierce has given
to the said Rose his two promissory notes to wit
one for five dollars and seventy-five cents, ~~payable~~
~~on the thirteenth day of June 1827~~ to be paid on the
thirteenth day of December next and one other note
for five dollars and seventy-five cents, payable on the
thirteenth day of June 1827 Now therefore if the said Rose
shall make or cause to be made unto Ira Pierce his heirs executors
administrators or assigns a good and sufficient general warranty
deed to the above described lot and half lot so soon as the
County Commissioners shall receive a patent from our general
government, and also the above described notes of hand
be paid by the said Pierce, then the above obligation to be
void, else to remain in full force and virtue in law
Witness

Jeroniah Rose 

Asa Tyler

Peter Bourcay

And on the first day of March 1827 the said Ira
Pierce sold the said lot and half lot to Earl
Pierce and transferred the same to the said Earl
by an endorsement written on the back of the deed

recited bond which endorsement was in the words
and figures or to the purport following (viz) For Value
Received I assign the within bond to Earl Pierce
with all the benefit and emoluments thereunto
belonging as witness my hand and seal
Quincy March 1st 1827

And on the 7th day of March 1831 the said
Earl Pierce sold the said ^{lot and} half lot to the said
Richard Broady and transferred or assigned the
same to the said Richard by the following en-
dorsement on the back of the said last men-
tioned bond (to wit) For Value Received I assign
~~set over~~ transfer set over to Richard Broady
his heirs and assigns all my right title inter-
est claim and demand of in and to the within
in bond and lots of ground therein contain-
ed. Witness my hand and seal the 7th day of
March 1831
Witness
Earl Pierce

Henry A. Brown

And on the 26th day of March 1832 the said
Richard Broady sold the said lot No
three and half of lot No two to Peter Hyman
for the sum of two hundred and forty dollars for
which sum the said Peter executed his two
several ^{promissory} notes or deeds to the said Richard
for the sum of ^{one} hundred and twenty dol-
lars each payable sometime in the year last
aforesaid and the said Richard then trans-
ferred said last mentioned lot and half lot
to the said Peter by an endorsement upon the
back of the aforesaid recited Bond which

endorsement was in the words and figures or to the
purpose and effect following (to wit) For Val
we Received & assign transfer and set over to
Peter Hayes, his heirs and assigns all my right-
interest title claim and demand of in and to the
land and lots of ground therein contained

Witness my hand and Seal this 26th day of March 1832
Witness
Richard X Broady Seal
A. Brickell

And your orator further sheweth to your honor that after
the two last mentioned notes became due the said Rich-
ard commenced suit on them against the said Peter in
the Circuit Court of the said County of Adams; That
the said Richard did sometime in the latter part of
the year 1832 or early in the year of 1833 before said
suit was prosecuted to judgment that the adminis-
tration of the estate of the said Richard was on the 29th
day of May A D 1833 duly committed to your orator
by Henry A Snow Judge of Probate for the said
County of Adams and that the said suit was at
the May term of 1833 of the said Circuit Court
revised or renewed against the said Peter in the
name of your orator as administrator as aforesaid and
that on the trial of the said suit at the November
Special term of 1833 of the said Circuit Court, your
orator as administrator as aforesaid recovered
judgment upon said notes or deeds against the
said Peter for the sum of two hundred and forty
dollars debt, and eighteen dollars and ninety six cent
damages together with his costs of suit. And your ora-
tor further sheweth that the said Peter and one E-
L. R. Wheelock fraudulently combined and conspired
together to defraud and cheat the said Richard or his said

administrator out of said debt, and in order to prevent the
~~Collection~~ of the said debt, the said Peter trans-
ferred the said last mentioned bond to the said
Whulock by the following endorsement on the
back of the said bond (to wit) I assign the
within to E. L. R. Whulock for value Received this
26th day of March 1833 Peter Hyman

And then, on the day last aforesaid by reason of the
said fraudulent assignment, procured the said
County Commissioners to execute a deed of con-
veyance for the said lot and half lot for
which said notes or deeds were given by the said Peter
to the said Richard) to the said E. L. R. Whulock

And your orator charges that the said E. L. R.
Peter made the said assignment to the said E. L. R. Whulock at the time the said
Whulock at the time the said Commissioners ex-
ecuted the said Deed to the said E. L. R. Whul-
lock for the said lot and half lot, or at the
time of the payment of the purchase money, for the same if
he has ^{actually} ~~really~~ paid such purchase money, well knew, or had been
informed or had received some intimation or had some ^{belief or} reason to
suspect that the said Peter had not paid the said price for the
said lot and half lot either to the said Richard in his lifetime
or to his said administrator since his death, or to any person
for them or either of them. And your orator further charges
that the said E. L. R. Whulock and the said Peter Hyman,
have since contracted for the sale of the said lot and
half lot, to one George Claytor, at an advanced price
and that the said E. L. R. has actually conveyed the said
lot and half lot, or entered into an agreement to convey the
same to the said Claytor or to some other person or
persons by his order or to his use or in trust for
him, and your orator charges that the said George

Clayton at the time he entered into the said contract for the purchase of the aforesaid lot and half lot or at the time of the conveyance thereof to him if the same have been conveyed to him, or at the time of the payment of the purchase money for the same, if he has actually paid such purchase money, will know, or had been informed or had received some intimation or had some reason to believe or suspect that the said assignment by the said Peter to the said E. L. R. was voluntary and fraudulent, and intended only to prevent the said premises being taken in execution for the satisfaction of the said debt; and also that the said Peter had not paid the said price of the said lot and the said half lot either to the said Richard during his life or to his said administrators since his death or to any other person for them or either of them, and the said E. L. R. and George or the agent or agents, employed by them in the said purchases or contracts had at some one of the times aforesaid some knowledge or intimation of the several circumstances aforesaid respecting the said premises which had passed between the said Richard and the said Peter or their solicitors, or the agent, or attorney employed by him and agent or attorney further charges

And your Orator further charges that the said George Clayton or the agent or attorney employed by him at some or one of the times aforesaid had some knowledge or intimation of the several circumstances aforesaid respecting the aforesaid premises, which had passed between the said Richard and the said Peter or their solicitors, and also which had passed between the said Peter and the said E. L. R. or their solicitors; And your Orator further charges that James H. Kall-

tion was in fact the attorney employed in the contract or sale by the said E. L. R. to the said George as well on the part of the said E. L. R. as of the said George. And your orator charges that if in fact the said George has paid the purchase money for the said premises, or any part thereof to the said E. L. R. the said George had had or taken some indemnity from the said E. L. R. or some other person in respect to such payment or of such purchase.

And your orator further charges that the said George Claytor with a view more effectually to prevent the collection of the said debt, and to defraud his own creditors out of their just debt, did on the 2nd day of September 1833 execute a deed to R. G. Cronsty for the north half of the said lot No. three in Block No. five in the aforesaid town of Quincy, and the north half of the said north half of lot No. two, in the ^{block and} same town, and your orator charges that the said George done this without the consent, privity, or knowledge of the said R. Cronsty, who resides in the state of Kentucky, or if the said Cronsty knew of, or consented to the said conveyance by the said George to him the said Cronsty he the said Cronsty gave no consideration for said conveyance, but holds the same in trust for, or to the use of the said George or if the said R. G. Cronsty gave any consideration for the said conveyance to him he had at the time of the payment thereof some knowledge or intimation of the several circumstances aforesaid respecting the said premises, which had passed between the said Richard and the said Peter and ^{between the said Peter and} the said E. L. R. and between the said E. L. R. and the said George.

And your orator charges that the said George Claytor with the like fraudulent intent as aforesaid did, on the fifth day of October 1833, execute another deed for the south half of the said lot No. three in Block No. five in the said

town of Quincy, and the south half of the said north half of lot No. two in the same block and town to Mason C. Fitch Harvey Scribner and Henry Rankin, and your orator charged that the said Mason C. Fitch Harvey Scribner, and Henry Rankin reside in the state of Indiana, and that they had no privity in, or knowledge of the said conveyance from the said Glaytor to them the last mentioned grantees, or if they had such knowledge and privity they paid no consideration for the said conveyance, but only hold the premises thereby conveyed in trust for the said Glaytor or for his use and benefit

And your orator further charges that all the said several circumstances and transactions aforesaid respecting the said premises, which had passed between the said Peter Hayes, and the said E. L. R. Wheelock and between the said E. L. R. Wheelock and the said George Glaytor, and between the said George Glaytor and the said R. G. Ormsby and between the said George Glaytor and Mason C. Fitch Harvey Scribner, and Henry Rankin, took place, transpired and happened during the pendency of this suit

Your orator further charges that before he obtained said judgment against the said Peter Hayes, he the said Peter had absconded and run away from this state to parts unknown to your orator; that the said Peter disposed of, and carried with him all of his property, so that your orator is unable to collect said judgment or any part thereof from the said Peter

In tender consideration of the premises and inasmuch as your orator is without relief by the rules of common law and is only relievable in a court of equity, where matters of fraud, hardship &c. are properly cognizable ~~in a court of equity~~ and relievable. To the end therefore he prays that the said Peter Hayes, E. L. R. Wheelock, George Glaytor, R. G. Ormsby, Mason C. Fitch Harvey Scribner and Henry Rankin

and Robert R. Williams, may be ^{made} defendants to this bill and that each one of them may make true and perfect answers to all and singular the allegations herein alleged and set forth in as full and ample a manner as if the same were again repeated and set forth after the manner of interrogatories. And your orator prays your honor that on a final hearing of this cause your orator may obtain a decree setting aside all of the said conveyances by the said E. L. R. Whelock and the said George Blaytor of the said Lot No. three in Block No. five in the said Town of Quincy, and the said north half of Lot No. two in the same Block and town and ordering and directing the same to be conveyed to your orator for the satisfaction of the said judgment or that the same be sold for the satisfaction of the said judgment. Or that your orator may obtain a decree against the said defendants or as many of them as it shall seem to your honor are in equity bound, for the payment of the said judgment against the said Peter and in favor of your orator; and if your orator has mistaken his remedy your honor may grant such other and further relief, ^{to your orator} as may be agreeable to equity and good conscience and it may please your honor to grant. And your orator will be.

Archibald Williams
 Adm^r of Rich^d Broady decd

Robert R. Williams
 Compt^r Solicitor

Your orator further sheweth that on or about the 15th day of Dec. A. D. 1832 the Sheriff of the said county of Adams by virtue of an execution to him directed, issued by the Justice of the Peace's Court of the County of Adams, State of Massachusetts from a judgment of said Court in favor of ~~Robert R. Williams~~ Wesley Williams and against the said Peter Hayes, for the sum of sixty dollars or thereabout, sold the said premises for the sum of ~~five~~

A Williams
 adm^r of
 R. Broady decd
 ex^r Chancery
 Peter Hayes
 et al
 vs
 Wesley Williams
 et al
 Bill
 Filed Nov.
 19th 1834
 H. N. Snow
 att^r

at public sale to the highest bidder and that Robert R. Williams became the purchaser at said

R. Williams at the time of his aforesaid purchase had knowledge of or was fully apprised that the aforesaid purchase money was unpaid

Archibald Williams adm^r of R Broady dec^d vs J. Chisney Peter Hayes George Clayton et al
Spae

Apr term 1834

State of Illinois }
Adams County }

The People of the State of Illinois }
Do the Sheriff of Adams County Greeting

We command you that you summon George Clayton, if he be found in your county to be and appear before our Judge of our Circuit Court for the county of Adams at the next term then of to be holden at Quincy in the County of aforesaid on the first day of April next to answer unto Archibald Williams Administrator of Richard Broady deceased of and concerning his bill in Chancery, filed in our said Court against said George Clayton and Peter Hayes R. G. Coombs, Masah Fitch Harvey Senoner and Henry Renkin - And have you then and there this writ

Witness the Hon. Richard M. Young Judge of our said Court at Quincy this 23^d day of November in the year of our Lord one thousand eight hundred and thirty-four

Henry A Snow Clerk

By virtue of the within ~~summons~~ I have summoned the within on George Clayton to appear at the time and place as he is commanded and I am required
Served April 1st 1834
Service 30^o

E. A. L. Pierce Sheriff
A. C. Ill.

Return $\frac{12\frac{1}{2}}{6\frac{1}{2}}$

Archibald Williams }
adm^r of Richard Broady dec^d } Compt^d

Peter Hayes C. L. R. Whelock

George Clayton R. G. Cronely
Mason G. Fitch Harvey Serivner Defts
and Henry Renkin

Archibald William
being duly sworn deposes, and says that Peter
Haynes, one of the above defendants, has absconded
and gone out of this state and the said R. G. Cronely
Mason G. Fitch Harvey Serivner and Henry
Renkin reside out of this state

Archibald William
sworn and subscribed to
before me this 23^d day of
November 1833

Henry H. Snow, Clerk
I, The undersigned do hereby certify that the an-
nued printed advertisement has been duly pub-
lished for four weeks successively, once in each
week, in the Illinois Advocate, a public news
paper printed in the state of Illinois com-
mencing with the paper dated the 28th day
of December 1833, and ending with the paper
dated the 18th day of January 1834.

John B. Sawyer
Printer & Publisher of said Paper.

State of Illinois } Circuit Court
Adams County ss } April term 1834.

Archibald William administrator
of Richard Wooddy, deceased
against - Complainant

Peter Haynes E. L. N. Whulock, George Clayton
R. G. Cronely Mason G. Fitch Harvey Serivner
and Henry Renkin Defendants

The complainant having filed with the clerk of

This court satisfied proof that the said defendants are not all residents of this state: therefore the said defendants will take notice that a summons has issued against them and in favor of the said complainant, returnable before said circuit court sitting as a court of chancery on the first day of April next, at the Court House in Quincy, in the county and state aforesaid at a term of said court, then and there to be holden

In testimony whereof I Henry H Snow clerk of said court have hereunto set my hand at my office in Quincy this 23^d day of November A D 1833.

3664]

Henry H Snow clerk

being the papers in the suit in which the said decree was made. The court said it had a discretion to allow new evidence at that stage of the proceedings, and he thought it would be right to allow the evidence if the evidence itself was pertinent to the issue, but as it was not proper evidence it was not allowed. Defendant then offered to prove that the said deeds which were set aside by said decree were void for actual and intention fraud but the court would not permit the evidence because it was not pertinent to the issue. To all of which opinions of the court in allowing the said deeds to be read as evidence, and in excluding and not allowing the said evidence of the defendant the said defendant excepts, and prays that this his bill of exceptions be signed, sealed, and made a part of the record

Exceptions allowed. Richard M. Young ^{Esq}
Circuit Judge of the
Fifth Judicial Circuit of
the State of Illinois,

And be it remembered that afterwards, to wit, on the
twenty-third day of September in the year last above
written ^(to wit April 1836) the said Defendant Robert R. Williams
filed in the office of the Clerk of the Circuit Court
of the aforesaid County and State his appeal bond in
the Circuit Court of the State of Illinois in
figures following to wit: Know all
unto that we Robert R. Williams and one
the County of Adams and State of Illinois
firmly bound unto Mason & Fitch
Henekin of the County of Adams
in the penal sum of two hundred
of the United States, for the payment
to be made we bind ourselves
administrators, jointly several
presents Witness our hands and seals
in Quincy this twenty third day of September
The condition of the above obligation is such, that
whereas Mason & Fitch Harvey Denison and Henry Ren
wick, did, on the twentieth day of September in the
year of our Lord one thousand eight hundred and thirty
six, in the Circuit Court, in and for the County of Adams
and State of Illinois recover a judgment against
the above bounden Robert R. Williams, for the sum
of one cent damages and costs of suit;

from which said judgment of the said Circuit Court
the said Robert R. Williams has prayed for and
obtained an appeal to the Supreme Court of said State
Now if the said Robert R. Williams shall duly prose
cute his said appeal with effect and shall moreover
pay the amount of the Judgment, costs, interest and

damages rendered, and to be rendered against him
in case the said judgment shall be affirmed in the
said Supreme Court then the above obligation to
be void, other wise to remain in full force and
virtue

Robert R. Williams
Archibald Williams

Taken and entered into
before me at my office in
Deerfield, Ohio 23rd day of
September A.D. 1836

Henry H. Snow Clerk
By C. M. Wood, Deputy

State of Illinois }
County of Adams } Sec-

I Henry H. Snow Clerk
of the Circuit Court in and for said County
and State do hereby certify that the
contains a true perfect
record of the declaration
proceedings had in the
mentioned as the said
the records and files of

In testimony
have hereunto
and affixed
the said
my office in
24th day

Adams County
Robert R. Williams
vs
Alexander Gray
Clayton et al.

45
31-

Filed Dec 21st
1836. M. D. Stewart

Judgment
affirmed
Dec 21st
1836

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