

14094

No. _____

Supreme Court of Illinois

John Scott et al

vs.

Wilson A. For^{CUM}~~man~~ et al

John C. Scott
John R. Baker
Elias W. Davidson
John P. Aerton

vs

Wilson A. Forecum &
James Richardson

Cumberland Circuit
Court April Term
A.D. 1857

Before Justin
Warlan Sole Judge of the Cumberland
Circuit Court held within and
for said County on the twentieth
day of April A.D. 1857.

Be it Remembered
that heretofore to-wit, on the 8th day
of January in the year of our
Lord one thousand eight hundred
and fifty seven, came the Complain-
ants by their Atty and filed in
the clerks office of said court a
bill in chancery which is in the
following words and figures to-wit
To The Hon. Justin Warlan
Sole Judge of the Cumberland Circuit
Court of the April Term A.D.
1857. Your orators John C. Scott,
John R. Baker, Elias W. Davidson &
John P. Aerton, Merchants in comp-
any jointly negotiating business
under the name style of Scott, Baker
& Co, would respectfully represent
that heretofore to-wit.

on eleventh day of October A.D. 1833
one Wilson A Foreman by his deed
of that date duly executed & deliv-
ered, sold and conveyed to one Philip
Welshimer the following descri-
bed pieces or parcels of land situate
lying and being in the County of
Cumberland, & State described as fol-
lows to-wit The South West quarter of
the South West quarter, The South
East quarter of the South West quarter
of Section Number twelve (12) and
The North East quarter of the North
West quarter and the East half of
the West half of the North West
quarter of Section number thir-
teen (13) all in Township Number
Ten (10) North of Range Number
Eight (8) East which said deed
of conveyance is subject to the
following special condition to-wit:
That if the said Wilson A Foreman
shall pay or cause to be paid two
certain notes of hand bearing
even date herewith, one calling
for five hundred dollars payable
on or before the 25th day of Decem-
ber A.D. 1833. also one note payable
on or before the 25th day of December
A.D. 1834 both payable to Welshimer
& Nisewanger then this obligation
shall be null and void otherwise

State of Illinois } Cumberland County
Cumberland County } Circuit Court April
Term, 1857.

Bill in chancery to Foreclose Mortgage
John C. Scott, John R. Baker, Elias W
Davidson and John P. Aerton, vs
Wilson A. Foreman and James Rich-
ardson. The dependants in this
cause will take notice that the
said John C. Scott, John R. Baker
Elias W Davidson and John P. Aerton
have filed their Bill of Complaint
in the Clerk's office of the above
entitled cause, and summons
having been issued, and also
an affidavit having been filed,
that you, the said Wilson A
Foreman do not reside in this
State; Now unless you the said
dependant shall personally be
and appear before the said court
at the above stated term on the
on the first day of said Term

at the Court house in Greenup
and State of Illinois on the
first day of April next then
and there to answer plead or
demur to the allegations con-
tained in said Complainants
Bill, the matters and things
therein contained will be taken
as confessed against you, and
a decree entered in accordance
with the prayer thereof,

H. P. Tappan, Clerk
H. B. Beckus, Dep't
Mark Weather, Brewer,
Solicitor

n 24-6 W.

This is to certify that the advert-
isement hereto attached - Bill
in Chancery to Foreclose Mortgage,
John C. Scott Ad vs Wilson &
Foreman and James Richardson
Cumberland Circuit Court,
was published six consecutive
weeks, commencing January,
24th 1857, in the Eastern Illinoisian
a weekly newspaper published
in Marshall and having a
general circulation in Clark
County Illinois, S. S. Whitehead
Printers Dec 8, 10 } Publisher
Marshall Ill, March 26' 1857

on The Twenty fourth day of
April 1857 The following
order was entered in the books
and figures following to-wit

Cumberland County Circuit Court
April Term 1857

Scott Baker & Co
vs
Wilson A Forecum &
James Richardson

} Foreclosure of
Mortgage

And now at
this day comes the said com-
plainants by Starkweather &
Brewer their solicitors and
it appearing to the satisfaction
of the Court here that said
defendants had been duly noti-
fied of the pendency of this
suit, therefore on motion
of said complainants solic-
itors the said defendants were
three times solemnly called
and came not but made
default. Wherefore it is ordered
and decreed by the Court now
here that the allegations cont-
ained in said complainants
bill herein be taken for con-
fessed. And now this cause coming
on to be heard on bill and

exhibits filed herein and it
fully appearing to the court
that said defendant Wilson
A. Hoover executed said
mortgage deed and the said
note filed and made exhib-
it herein set forth in said
bill of complaint and the
court having ascertained the
sum equitably due said com-
plainant in the premises
and find the said amount
due to said complainant
to be the sum of five hundred
& thirty nine dollars and
seventy three cents wherefore
it is ordered and decreed by the
court now here that the said
defendant pay to said complain-
ant the said sum of \$539.⁷³
within twenty days from the
rendering of this decree together
with the costs of this suit and
in default of such payment
it is further ordered and decreed
that the said lands described
in said mortgage situate lying
and being in the County of
Cumberland and State of
Illinois to wit-

The South West quarter of the
South West quarter & the South
East quarter of the South West
quarter of Section Number
Twelve (12) And the North East
quarter of the North West quarter
And the East half of the West
half of the North West quarter
of Section Number Thirteen (13)
all in Township Number Ten
(10) North of Range Number Eight
(8) East be sold at public vendue
at the door of the Court House in
Prairie City in said County of
Cumberland and State of Illinois
for cash in hand, giving four
weeks notice of said sale by
posting up written notices in
4 of the most public places in
said county, and that thereby
the Equity of Redemption of said
defendants in said lands be fore-
ver barred and foreclosed, and
it is further ordered and decreed
that Keiram B. Decius be and
is hereby appointed Special Master
to carry this decree into effect
and that he make report of
his doings in the premises
to the next term of this Court
to which time this cause stands
Continued &c

September Term 1857

Now at this being
the sixth day of said Term
comes the Master in Chancery
and makes his Report of his
acts and doings herein which
is in words and figures as follows
to-wit;

John C. Scott,
John R. Baker
Elias W. Davidson
John D. Norton

State of Illinois
Cumberland County

Cumberland County
Circuit Court

vs
Wilson A. Foxcum
James Richardson
September Term
A.D. 1857

So the Hon Justice
Warlan Sale, Judge of the Cumberland
County Circuit Court, The Undersigned
Master in Chancery of said County
would respectfully report that
in accordance with and by virtue
of an order and decree made in
above case at the April Term

A.D. 1857, the said dependents hav-
ing failed to pay the sum of money
decreed to be paid by them to
said plaintiffs, according to
said decree, I did on the 27th day
of June A.D. 1857 having first
given due and legal notice

Brown

to be & remain in full force and
virtue. And your orators aver that
said last mentioned note was
given for the sum of five hundred
dollars payable to Philip Welshimer
& Charles Wisewanger then merchants
in company doing business under
the name style and firm of
Welshimer & Wisewanger and that
the said Welshimer & Wisewanger
had a joint interest in said
mortgage and note & that the am-
ount of said ~~last~~ last mentioned
note was omitted in said mortgage
by mistake. Your orators would
further represent that heretofore
to wit on the 13th day of May
A.D. 1854 by their assignment in
writing on the back of said mortg-
age deed & the said last mentioned
note the said Welshimer & Wisewanger
transferred their interest in said
deed & last mentioned note to
your orators. Which said deed
& last mentioned note together
with said indorsements on each
are herewith filed made part of
this your orators bill of Complaint
and for the convenience said deed
is marked Exhibit A and said
last mentioned note Exhibit B.

Your Orators would further represent that the said said last mentioned note is wholly due and unpaid although the time for payment has long since elapsed and that said Forum utterly neglects and refuses to pay said sum of money in said last mentioned promissory note although often requested so to do. Your Orators therefore pray that the said Forum and also our James Richardson (who claims some interest in said land, but of what character your orators are not advised) may be made parties dependants to this your orators bill of Complaint, that the proper process may issue and said dependants be required to appear and answer fully hereto, but the oath of said dependants to their said answers is expressly waived, and on the final hearing your orators pray that said Mortgage deed may be reformed by inserting the said sum of five hundred dollars for which said last mentioned note was given, that then the sum due your orators thereon may be ascertained

That said defendants be Required to pay your orators the said sum so ascertained to be due by a short day to be fixed by your Honor and in default of such payment that said premises be sold to raise the money to pay off said indebtedness and that said defendants equity of Redemption in said lands be forever foreclosed. And that said defendants be decreed to pay the costs of this proceeding And that a Special Commissioner be appointed to carry this decree into execution. And your orators as in duty bound will ever pray
Se - - Scott Baker & Co By
Markweather & Brewer their
Solicitors

Exhibit

A

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand eight hundred and fifty three Between Wilson A Forecum of the County of Putnam and State of Indiana of the one part, and P. Welshimer of the County of Cumberland and State of Illinois of the other part. Witnesseth, That the said Wilson A Forecum for and in consideration of the sum of

One thousand dollars current
money of the United States to him
in hand paid at or before the
execution or delivery of these
presents, the receipt whereof is
hereby acknowledged have gran-
ted, bargained and sold, and by
these presents, doth grant, barg-
ain and sell, unto the said
Philip Welshimer and unto his
heirs and assigns, the following
described Real Estate, lying and
being in the County of Cumber-
land and State of Illinois known
and designated as follows, to-wit
The S. Wqr of the S. Wqr. the Sqr.
of the S. Wqr of section Number
twelve (12), and the N. Eqr. of the
N. Wqr. and the East half of the
West half of the N. Wqr. of section
Number thirteen (13) All in Township
Number Ten (10), North of Range Num-
ber Eight (8), East containing one
hundred and sixty acres be the
same more or less, and all
the estate, right, title, claim, interest
and fee of him the said
Wilson A Horcross of in and
to the same, To have and to
hold the said land and prem-
ises with all the appurtenances
unto the said Philip Welshimer

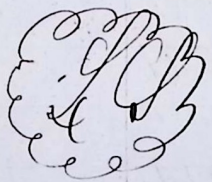
and to his and heirs only proper
use and behoof forever. and
the said Wilson & Foreman, does
covenant, and agree with the
said Philip Welshimer and with
his heirs and assigns, that he
will and his heirs executors
and administrators shall forever
warrant and defend the said land,
with all the appurtenances, unto
the said Philip Welshimer and
to his heirs and assigns, against
the claims of all persons lawfully
claiming title to the same; Rendered
however, upon this express con-
dition, that if the said Wilson
& Foreman shall pay or cause
to be paid two certain notes of
hand bearing even date here
with one calling for five hun-
dred dollars payable on or
before the 25th day of December
1853 also one note payable on
or before the 25th day of December
AD 1854 both payable to Welshimer
& Nisewanger then this obligation
shall be null & void otherwise to
be and remain in full force
& virtue in Law. In Testimony whereof
the said Wilson & Foreman has
herewith set his hand and
seal, the day and date above

Written, Signed and sealed in
presence of }
A. H. Basworth } Wilson A. Foreman

State of Illinois
County of Cumberland, Set

W. A. H. Basworth
Clerk of the County Court in
and for said County, do hereby
certify that the above named
Wilson A. Foreman who is
personally known to me to be
the person whose name is
subscribed to the foregoing
Mortgage or deed of conveyance
as having executed the same
this day in his proper person
came before me and acknow-
ledged that he signed sealed
and delivered the same for the
uses and purposes therein men-
tioned. In Testimony whereof I

have herewith set my hand
and official seal at Greenup
this 11th day of October 1853



W. A. H. Basworth Clk

For Value Received We assign all
our right title and interest to the within

assignment Mortgage to Scott Baker & Co of the city
and back of Philad,
of Mont May 12th 1854 Welshimer & Nisewanger

Exhibit \$500.00 Greenup Vlls Oct 11th 1853
B. On or before the twenty fifth day
of December in the year 1854
I promise to pay Welshimer &
Nisewanger or bearer the sum of
five hundred dollars for value
Received Wilson & Foreman

on back
of note
is full
owing
asset

We assign the within note for
value Recd., to Scott Baker & Co
May 11th /54 Phil. Pa

Welshimer & Nisewanger
Pay to order Scott Baker
& Co
Welshimer & Nisewanger
May 15th /55 Recd thirty Dals

John W Scott
John R Baker
Elias W Davidsan
John P. Derton } Cumberland Circuit
Court April Term
AD 1857

Wilson & Foreman } I do hereby enter
Janus Richardson } myself security
for costs in this cause and ack
nowledge myself bound to pay or cause to
be paid all costs which may accrue in
this action either to the ^{opposing party or to myself} ~~opponents~~ of
this Court in pursuance of the laws of
this state dated this the 8th day of
January A.D. 1857 Thomas Brewer
Band for cost Filed Jan 8th 1857
H. B. Beeins Def

State of Illinois }
Cumberland County }

Cumberland Circuit
April Term 1857

John W Scott
John R Baker
Elias W Davidsons
John D Sutton

vs
Wilson A Foreman }
James Richardson }

Thomas Brewer
after being duly sworn deposes
and saith that one of the
defendants in the above entitled
cause is not a resident of this
state as he is informed and
verily believes and further this
deponent saith not
Subscribed and

sworn to before me } Thomas Brewer
this 8th day of January }
A.D. 1857

S. D. Lopsy Clerk
By H. B. Deems
Deft

Affidavit

Filed Jan 8th
A.D. 1857

S. D. Lopsy Clerk
By H. B. Deems

Scott Baker & Co. } Cumberland County
Wilson A Governor } Circuit Court
of April Term
A.D. 1857

In Chancery to possess ^{most}
The Undersigned Master in Chancery
beg leave to report to this Honourable
Court that in pursuance of a
decree entered in the above cause
at the above Term of said Court
the twenty days Equity have
fully expired, I did on the 27th
day of June A.D. 1857 sell the
S.W¹/₄ of S.W¹/₄ and S.E¹/₄ of S.W¹/₄
of Section twelve ⁽¹²⁾ and the N.E¹/₄
of N.W¹/₄ & East $\frac{1}{2}$ of W $\frac{1}{2}$ of the
N.W¹/₄ of Section No. 13, all in
Township No. 10, North of Range
No. 8 East for the sum of
five hundred dollars & sixty
six dollars to John T. Scott
this being the highest and
best bid I could obtain for said
lands I first offered each of
said separate and could get
no bidder for either of them
and then offered all together
and sold for said sum all of
which is respectfully submitted
H. B. Deems,
Master in Chancery

To a deed in fifteen months
from date of sale, if not red-
eemed according to law all of
which is respectfully submitted

Wm. B. Beech
Master in Chancery & Special
Commissioner

The above Report being examined
and approved by the court, and ordered
to be received and entered of
Record,

Scott Baker & Co } Cumberland Circuit
by } Court April Term
Wilson A. Foreman } 1858

*Original filed in
the office of the Clerk of the Court.*

At the above Term of
Court the following order was
made in words as follows;

Ordered that this
Cause stands continued for
further Report.

Scott Baker & Co } Cumberland
by } Circuit Court
Wilson A. Foreman } September Term 1858

At the September Term of
this court the following order was made

(Copy Fee Bill)

Scott Baker & Co vs Wilson & Foreman

Filing 4 paper	20		
doct Suit twice	20		
appearan 10, Band for cert 10	35		
affidit 10, final decree 80	20		
copy, 80 All damages 20.	90		
Ex doct cost bill to	100		
Satisfact 15 Certificate 20	90		
copy of notices for Publication 30	50	4	55
Printers fee Paid	8. 10	8	10
Clerks fee Paid above		\$12,	65
No. B Decius Master fee		12,	00

Clerks for Transcript
To Supreme Court 5, 30

State of Illinois
Cumberland County }
I Stephen D. Lofsey
Clerk of the Circuit Court in and for said
County, do hereby certify that the foregoing
is a full, true, correct and complete Trans-
cript, copied from the Book, Records and papers
on file, in the proceedings of said cause
in the Cumberland Circuit Court.
As appears to us of Record.