State of Illinois }
Henry County } ss. Pleas before the Hon, John H Howe Judge of the 6th Judicial Circuit, At a Special Term of the Circuit Court begun and holden at the Court House in Cambridge in said county on Monday the Sixteenth day of April in the year of our Lord one thousand eight hundred and Sixty being the third Monday of said month

Present Hon, John H Howe Judge
Thomas Wiley Jr Clerk
Purnel H Smith Sheriff

And now he that on the 16th day of April A D 1860 the plaintiffs in the following entitled cause filed in said court their Bond for costs in said cause in the words and figures following to wit

State of Illinois } Circuit Court
Henry County } ss Special April Term A D 1860

William H Hayes
Richard H Hopkins &
Richard Hilliard
vs
William B Bernard } Ejectment, We hereby enter ourselves as security in said cause and acknowledge ourselves bound to pay or cause to be paid all costs which may accrue in the said cause either to the opposite party or to the officers of court in accordance with laws of this state

Dated April 16th 1860, Geo W Shaw
W Sanford

Approved by me this 16th day of April 1860
T Wiley Jr Clerk
By W L Dalrymple Dep

Afterwards to wit at the term aforesaid and the 11th day of May 1860 the said plaintiffs by their attys filed in said court their Declaration Notice and return and proof of Service in said cause in the words and figures following to wit

State of Illinois } Of the April (Special) Term A.D. 1860
Henry County } ss of the Circuit Court of said County

William H. Hays Richard H. Hopkins & Richard Hilliard plaintiffs in this suit by Sanford & Shaw their attorneys complain of William B Bernard defendant herein of a plea of Ejectment For that Whereas the said plaintiffs heretofore to wit on the first day of January A.D. 1860 at the County of Henry & State of Illinois were possessed of that certain tract of land with the appurtenances situate in said county and described as the West half of the North East Quarter of Section No One (1) in Township No Seventeen (17) North of Range No Two (2) East of the Fourth Principal Meridian which said premises the said plaintiffs claim in fee And the said plaintiffs being so possessed thereof the said defendant afterwards to wit on the day and year aforesaid at the county aforesaid entered into said premises and ejected the said plaintiffs therefrom and unlawfully withholds from the said plaintiffs the possession thereof To the damage of the said plaintiffs of two thousand dollars & therefore they bring their suit &c

Sanford & Shaw
attys for Pltffs

To Mr William B Bernard

You are hereby notified that the declaration with a copy whereof you are now herewith served & to which copy this notice is subjoined will be filed on the Eleventh

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day of May instant of the present (Special) Term of the Circuit Court for the County of Henry in the State of Illinois That upon filing the same a rule will be entered requiring you to appear & plead to said declaration within twenty days after the entry of such rule And that if you neglect so to appear and plead a judgment by default will be entered against you and the said plaintiff will recover possession of the premises described in said declaration

Dated the Seventeenth day of April AD 1860

Yours &c

Sanford & Shaw attys for Pltff

I have served the within writ by delivering a true copy of the same to Wm B Bernard personally this 7th day of May 1860

P H. Smiff Henry co Ills
by J H Dresser Dep'y

State of Illinois }
Henry County } ss J H Dresser Dep'y Sheriff being first duly sworn says that he served a copy of the foregoing declaration & notice upon William B Bernard the defendant therein named by delivering the same to him in person on the seventh day of May instant (AD 1860) and that at the time of such service the said defendant was in possession of the premises described in said declaration

J H Dresser

Subscribed & sworn to this 8th day of May AD 1860 before me Wm Smith J. P.

And afterwards to wit on the day and year last aforesaid to wit on the 11th day of May 1860 the said defendant by his attys entered his appearance and agreement to plead in said cause in words and figures following to wit,

State of Illinois } Circuit Court
Henry County } ss Special April Term 1860

William H Hayes stat
vs
William B Bernard } Ejectment

The Defendant in said cause hereby enters an appearance in said cause and agrees to plead within twenty days May 11th 1860

Buckles & Carpenter
Attys for Defr

William H Hayes stat
vs
William B Bernard } Ejectment

No order having been made herein It is considered by the Court as continued to the next Term

And afterwards to wit on the day of the said defendant by his atty filed his plea in said cause in the words and figures following to wit

State of Illinois } Circuit Court of said County
County of Henry } Of the October Term AD 1860

William B Bernard
vs
William H Hayes
Richard H Hopkins
Richard Hilliard } Ejectment.

And the said defendant by his attorneys Buckles & Carpenter comes and defends when &c and says that he is not guilty of

unlawfully withholding the possession of the premises in the said plaintiffs declaration mentioned or any part thereof in manner & form as therein is alleged against him & of this he puts himself upon the country &c

Buckles & Carpenter Attys
for the Deft

In which said Issue Joined
as follows:

And the said Plaintiffs as to the plea of the above defendant by him above pleaded and whereof he hath put himself upon the country do the like, Sanford & Shaw

Attys of Pltffs

And afterwards to wit at the October Term 1860 of said court and on the 29th day of October 1860 the following proceedings were had in said cause to wit

William H. Hayes
Richard H. Hopkins
Richard Williard
vs
William B Bernard

Ejectment

At this day came the plaintiffs in this cause by Sanford & Shaw and Wilkinson & Pleasants their attorneys and the defendant by Buckles & Carpenter his attorneys And on plaintiffs motion leave is given to supply declaration lost from the files, Motion by defendant for leave for George Bernard to defend this suit in his own name, Motion withdrawn, and leave given to file copy of lost pleadings

And afterwards to wit at the term last aforesaid and on the 30th day of October 1860 the following proceedings were had, in said cause to wit

At this day this cause being again called for a hearing and comes the said defendant by his attys and enters his motion for a continuance and also

file affidavit herein in support of said motion, And the court having the heard the motion and reasons therefor And being duly fully advised in the premises, Overrules the motion And thereupon On Motion of defendant leave is given to file additional pleas instanter, Additional pleas filed and demurrer entered thereto by plaintiffs And demurrer sustained, And on Motion of defendant leave is given to amend instanter

And afterwards to wit at the term last aforesaid and on the 31st day of October 1860 the said defendant by his atty files in said cause his amended plea in words & figures following to wit

"And the said defendant for a further & amended plea in this behalf by leave &c comes and defends &c and says that he was not in possession of the premises described in the said plaintiffs declaration at the time of the commencement of this said suit and of this the said defendant puts himself upon the country &c

Buckles & Carpenter
Attorneys for Defr

And the said Plaintiff do the like

Jno Sanford & Shaw
Attys of Plffs

And afterwards to wit at the term of the court last aforesaid and on the 1st day of Nov 1860 the following proceedings were had in said cause to wit

William McKeever
Richard McHopkins
Richard Hilliard
vs
William B Bernard

Ejectment

At this day came the parties

herein by their attorneys herein as aforesaid and join issue It is therefor ordered by the court that a jury be called to hear and decide the issues herein and thereupon comes the jurors of a jury of good and lawful men to wit, B Brown, G W Daily Geo W Lane John Boyd A Negus Evan Whalen J H Bush John Seymour A A Lee Ira Bigelow H H Brooks Michael Taylor who were duly elected chosen and sworn to well and truly try this cause and a true verdict render according to the evidence and the jury having heard the evidence the arguments of the counsel and all things to be adduced herein, And on the 2d day of November comes the said jurors aforesaid and return into court their verdict in words and figures following to wit. "We the jury in this case find the defendant not Guilty" which is received by the court and ordered to be filed and entered of record in this cause It is therefor ordered and adjudged by the court that the defendant have and recover of the plaintiffs the amount of his costs in this behalf expended and that he have execution therefor against the said plaintiffs

And afterwards to wit at the term of said court last aforesaid and on the 3d day of November 1860 the following proceedings were had in said cause. to wit

William H Heaps
Richard H Hopkins
Richard Miller } Ejectment
vs
William B Bernard

At this day came the parties by their attorneys and the said plaintiffs by their attorneys now show to the court that they have this day fully paid and satisfied all the costs in this cause and they thereupon enter their motion to be dismissed this suit to vacate the judgment and set aside the

verdict heretofore entered herein at the present term and to award a new trial herein and the court having heard the said motion and the costs having been fully paid. The court in pursuance of the Statute in such case provided doth order & adjudge that the verdict and judgment herein be set aside and vacated and that a new trial be and is hereby awarded and that said cause be again entered upon the Docket of this court

J H Howe, Judge &c

State of Illinois } Henry County Circuit Court
Henry County } March Term AD 1861

Pleas had before the Honorable John H Howe Judge of the Circuit Court of Henry county begun and holden at the Court House in Cambridge in the County of Henry and State of Illinois on the fourth day of March in the year of our Lord one thousand eight hundred and sixty one being the first Monday of said Month

Present Honorable John H Howe Judge
Amos Gould Clerk
Adam K Kinney Sheriff

and afterwards to wit and at the term of said court last aforesaid and on the 14th day of March AD 1861 the following proceeding were had in the said aforementioned cause to wit

William H Hayes
Richard H Hopkins
Richard Hailland } Ejectment
vs
William B Bernard

At this day comes the said plaintiffs by Sanford & Shaw their attys and the defendant by Buckner & Carpenter his attys and this cause now coming on to be heard and issues being

joined It is Ordered that a Jury be called and thereupon came the jurors of a jury of good and lawful men to wit Norman Sharp Ed Mensted W W Cole John C Morse A Taylor R Baldwin A Arnold Wm Thomas Geo Beers S D Barnett Peter Shackle and W G Kemps who were duly elected chosen and sworn to well and truly try the issues joined herein and a true verdict to render according to the evidence And the jury having heard the evidence the arguments of the counsel and all things to be addduced herein return into court their verdict in words and figures following to wit "We the jury find the Defendant Not Guilty" — Norman Which is received by the Court and ordered to be placed upon the record!

And afterwards to wit at the term last aforesaid and on the 16th day of March 1861 the following proceedings were had in said cause to wit

"And now this cause being again called there comes the said plaintiffs by their attys as aforesaid and enter motion for a new trial"

And afterwards to wit and at the term aforesaid and on the 29th day of March A D 1861 the following proceedings were had in said cause to wit

"At this day this cause being again called and upon the hearing of the motion for a new trial and the reasons there for and the court being now fully advised in the premises It is ordered that the same be overruled and judgment be rendered upon the verdict Whereupon It is ordered and adjudged by the court that the said defendant have and recover of the said plaintiffs his costs in this behalf expended and that execution

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William H. Hayes
Richard H. Hopkins &
Richard Hulliard Surviving
partners of Richard Hulliard Deceased
vs
James Bernard & William Bernard
late partners doing business under
the name and Style of
Bernard & Brothers

Assumpsit

Be it remembered that on the 25th day of December 1857 at the term of the court aforesaid the plaintiffs by W Sanford their attorney came and in open court filed a certain Power of attorney whereby defendants empowered Jno O Wilkinson as their attorney in fact to confess a judgment against them herein which said power of attorney is as follows to wit

Whereas we James Bernard and William Bernard of the County of Henry and State of Illinois late partners in trade under the name and firm of Bernard and Brother are justly indebted to William H. Hayes Richard H. Hopkins and Richard Hulliard surviving partners of Richard Hulliard deceased all of the City of New York late partners in trade doing business under the name and firm of Hulliard Hayes Hopkins & co for the several amounts appearing due upon three promissory notes made by us by our said firm name and signature of Bernard and Brother as follows to wit; one for Seven Hundred sixty three $\frac{21}{100}$ dollars ($763 $\frac{21}{100}$) dated March 22nd 1856 upon the back of which appears the following credits to wit Aug 10/57 $314 $\frac{42}{100}$ Also Nov 4/57 Pd on acct J D Philbrick $12,00 making in all three hundred and twenty six $\frac{42}{100}$ dollars ($326 $\frac{42}{100}$) paid on said note which said note is made payable to the order of the said Hulliard Hayes Hopkins & co nine months after date at No 14 Cortlandt Street

Also two other notes made by us aforesaid each for the sum of Three hundred and two 25/100 Dollars ($302\frac{25}{100}$) payable respectively six and nine months after date to the order of said Hilliard Hayes Hopkins & Co at the place aforesaid Now therefore Know all men by these presents that we the said James Bernard and William B Bernard do make constitute and appoint Ira O Wilkinson or any other attorney at law of the state of Illinois irrevocably for us & be our true & lawful attorney and we hereby authorize & and empower our said attorney to appear in any court of record in the state of Illinois either in term time or vacation and waive the issuing and service of process the filing of a declaration and giving security for costs and confess a judgment against us and in favor of said William H Hayes Richard H Hopkins and Richard Hilliard surviving partners of said Richard Hilliard deceased for such sum of money as may appear to be due upon said promissory notes with interest upon each after maturity and ten dollars attorneys fees Hereby releasing all errors & ratifying and confirming all that our said attorney may do in the premises Witness our hands & seals this 5th day of December A.D. 1857

Witness

William B Bernard (Seal)

James Bernard (Seal)

James Bernard being first duly sworn according to law on his said oath saith that the within Power of Attorney was executed by the within named William B Bernard in his presence for the purposes therein expressed and that said affiant hath also executed the same for the like purpose

Sworn & subscribed before me
On this 24th day of Dec 1857
W Sanford N.P.

James Bernard

And thereupon on the same 25th day of the month of December aforesaid the said Ira O Wilkinson attorney in fact aforesaid being then in court and consenting to serve as such attorney in fact then & there in open court filed his cognovit as the attorney of the defendants which is as follows to wit

State of Illinois } ss
Rock Island County }

Rock Island County Circuit Court of December Term AD 1857

James Bernard &
William Bernard
late partners in trade under the
firm name of Bernard & Brother
vs
William McKeyes Richard McKeephris
& Richard Hallard Surviving partners
of Richard Hallard deceased

Assumpsit

Cognovit

And the said James Bernard and William Bernard the defendants above named by Ira O Wilkinson their attorney in fact comes and defends the wrong and injury when &c and say that they cannot deny the action aforesaid of the plaintiffs nor that but the said defendants did undertake and promise in manner and form as the said plaintiffs above have declared against them nor but that the said plaintiffs have sustained damages by reason of the non performance of the said several promises and undertakings aforesaid to the amount of Eleven Hundred and ten 50/100 dollars and ten dollars for atty fees making $1120 50/100 dollars besides the costs and charges by the said plaintiffs in this suit expended & incurred to be taxed And the said defendants consent to immediate execution to be issued on the Judgment

herein rendered and release all errors in these proceedings

Ira O Wilkinson

Attorney of Defendants

Copy of Notes

$ 763 4/100 New York March 22 1836

Nine Months after date we the Subscribers of Geneseo County of Henry State of Illinois promise to pay to the order of Hulliard Hayes Hopkins & co Seven hundred sixty three 4/100 dollars at No 14 Cortlandt Street Value received

Bernard & Bro

Endorsed, "Aug 10/37 $214.42

" Chart Nov 4/37 pd on a/c to J D Philbrick $112,00

$302 25/100 New York Sept 16 1836

Six months after date we the Subscribers of Geneseo County of Henry State of Illinois promise to pay to the order of Hulliard Hayes Hopkins & co Three hundred and two 25/100 dollars at No 14 Cortlandt St Value received

Bernard & Bro

$302 25 New York Sept 16 1836

Nine months after date we the Subscribers of Geneseo County of Henry State of Illinois promise to pay to the order of Hulliard Hayes Hopkins & co Three hundred and two 25 dollars at No 14 Cortlandt St Value received

Bernard & Bro

And afterwards to wit on the 29th day of Dec 1837 and at the same term of the Court aforesaid the following proceedings was had to wit

William H Hayes Richard H Hopkins and Richard Hulliard Surviving partners of Richard Hulliard Dec'd late of Hulliard Hayes Hopkins & co

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vs

James Bernard & William Bernard
Partners &c Bernard & Brother

} Confession

This day came the plaintiffs by their attorney and the defendants by Ira O Wilkinson their attorney in fact and filed his power of attorney whereby defendants waived service of process and released all errors that may intervene in entering judgment herein or issuing execution thereon and empowered their said attorney in fact to confess a judgment herein against them whereupon the said attorney in fact did confess judgment against the defendants for the sum of Eleven Hundred & twenty dollars and fifty eight cents It is therefore ordered by the court that plaintiffs have and recover of defendants the said sum of Eleven hundred and twenty dollars and fifty eight cents together with the costs and that they have execution therefor

And afterwards to wit on the 13th day of January 1838 there was issued out of the court aforesaid a certain writ of Fieri Facias execution in the above entitled cause which is as follows to wit

State of Illinois
Rock Island County } ss The People of the State of Illinois
To the Sheriff of Henry County Greeting!

We Command you that of the goods and Chattels of James Bernard and William B Bernard partners &c firm of Bernard & Bro in your county you make or cause to be made the sum of Eleven Hundred and twenty dollars and fifty eight cents which on the twenty ninth day of December 1837 William McKeyes Richard H Hopkins and Richard Hilliard surviving partners of Richard Hilliard deceased recovered in the Circuit Court of said County against the said James Bernard

and William B Bernard with legal interest thereon from said date until paid and also the further sum of three dollars & forty cents which were adjudged to the said plaintiffs for their costs and charges in that behalf expended whereof the said defendants stand convicted as appears to us of record and that you have that sum of money and interest and costs at the clerks office of our said court at Rock Island within ninety days from the date hereof and have you then and there this writ, Witness Quincy Clerk of our said court and the seal thereof affixed this 13th day of January in the year of our Lord one thousand eight hundred and fifty eight

Quincy McNeil Clerk

Accompanying said writ and issued therewith was the following bill of costs to wit

Hedland Keays & Hopkins vs Bernard & Brother } Rock Island Circuit Court December Term 1857

Plaintiffs costs

Clerks fees Docketing suit 10 Ent Plffs appearance 5 attorney do 10 filing papers 10 affidavit 10 Motion & Docket 20 Motion sustained 20 Order do 20 Judgment 25 Docketing 25 Satisfaction 15 Order for execution 20 Execution 40 Docketing 10 Sheriffs return 10 filing 5 Bill of costs 30 Certificate & seal 85 copy 20 $3.40

Defendants costs

Clerks fees Defendants appearance 5 attorneys do 10 attorney in court 20 Warnt Service 20 Release errors 20 Bill costs 30 certificate & seal 85 copy 20

Pay to Plaintiffs attorney

Quincy McNeil Clerk

And afterwards to wit on the 26th day of March 1858 J H Dresser then Sheriff of Henry County returned

the said writ and for bill into the clerks office of the court aforesaid with his endorsement of service thereon which is as follows

This writ came into my hands at 11½ O, Oclock A M January 14 1838

J H Dresser Sheriff
Henry Co Illinois

By virtue of the writ and accompanying fee bill I have levied upon the following described property as the property of the defendants to wit the W½ N E¼ Sec 1. 17. 2 – 80 acres Sold the above described property the 19th day of March A D 1838 at public auction for Eleven Hundred and sixty eight & 69/100 dollars to the plaintiffs in this execution which amt satisfies the within judgment and interest together with all the costs

J H Dresser Sheriff
Henry County Ill

And on the back of the said execution were the following endorsements No 1885 Decem 1837

Holland Hayes & Hopkins

vs

James Bernard & William Bernard

Judgment Dec 29. 1837

This writ dated January 13 1838

Returned April 11, 1838

Damages	$ 1120.58
Plaintiffs costs	3.40
Defs Costs	1.60
Interest March 19/38	16 10
Total	$1141.68

Sheriffs Fees

Levy $2.31 Miles travel 1.80 advertising 3.50 Commission on 1141.68 20.17 Certificate of Record 50 Certificate of Purchase 50 Return 10 Total 27.01

J H Dresser Sheriff Henry Co

Pays costs & Plaintiffs Attorney McNeil

State of Illinois
Rock Island County } I Quincy McNeil Clerk of the Circuit Court in & for said county do hereby certify that the above is a true and complete record of all the proceedings in the above entitled cause embracing the power of attorney cognovit notes judgment execution and return thereon
Witness my hand and the seal of said court this 15th day of October 1860
Quincy McNeil Clerk

2 The Plaintiffs next offered and read in evidence the following certificate of Justus F Dresser then Sheriff of said Henry county of the levy by him of a writ of execution upon the land in question viz

State of Illinois
Henry County } Ss I Justus F Dresser Sheriff of Henry County do hereby certify that by virtue of a certain writ of Execution to me directed from the Circuit Court of Rock Island county in favor of William H Hayes H Hopkins and Richard Hilliard surviving partners of Richard Hilliard deceased and against James Bernard & William B Bernard Dated the 13th day of January Eighteen hundred and fifty eight I did on the nineteenth day of January Eighteen Hundred and fifty eight levy on the following real estate to wit the West half of the North East Quarter of Section One(1) in Township Seventeen (17) N Range two (2) East of the fourth principal meridian in Henry Co Ill
J F Dresser Sheriff

3d The said plaintiffs also at the same time and in connection therewith read in evidence the indorsement of the back of said certificate of the filing thereof in the Clerks office of said Henry County to wit "Filed June 19/58 — page 33"

19 and also from the book of records of said Clerks office wherein such certificates are recorded the record of said certificate which record is in the words following viz, State of Illinois

Henry County } ss I Justus H Dresser Sheriff of Henry county do hereby certify that by virtue of a certain writ of execution to me directed from the Circuit Court of Rock Island county in favor of William M Hayes M M Hopkins and Richard Hilliard surviving partners of Richard Hilliard deceased and against James Bernard and William B Bernard dated the 18th day of January Eighteen hundred and fifty eight I did on the nineteenth day of January Eighteen hundred and fifty eight levy on the following real estate to wit The West half of the North East quarter of Section one (1) in Township Seventeen (17) N Range Two (2) East of the 4th Principal meridian in Henry co Ill

J H Dresser
Sheriff

Filed Jany 19 / 58 — Page 33

4 The said Plaintiffs then introduced and read in evidence a deed from Purnell M Smith Sheriff of Henry county Illinois to the plaintiffs for the land in question with the certificate attached to said deed and the indorsement on said deed written and which are in the words and figures following to wit

Know all men by these presents that Whereas William M Hayes Richard M Hopkins and Richard Hilliard surviving partners of Richard Hilliard deceased did at the December Term of the Circuit Court in and for the county of Rock Island and State of Illinois recover a judgment against James Bernard & William B Bernard partners under the name and Style of Bernard & Bro for the sum of Eleven hundred & twenty & 50/100 dollars

with legal interest from the date of said judgment namely from the twenty ninth day of December AD Eighteen Hundred and fifty seven until the payment of the said judgment and also the costs of suit upon which judgment an execution was issued dated on the thirteenth day of January AD Eighteen Hundred & fifty eight and directed to the Sheriff of the county of Henry in the state of Illinois and by virtue of the said execution the said Sheriff did levy upon the lands hereinafter described and the same were struck off and sold to the said William H. Hayes Richard H. Hopkins and Richard Hilliard Surviving partners of Richard Hilliard deceased they being in their united capacity the best bidder therefor and the time and place of said sale having been duly advertised according to law Now therefore I Purnell H. Swift Sheriff of said county of Henry in consideration of the sum of Eleven Hundred and sixty eight and 69/100 dollars by the said Hilliard Hayes & Hopkins at the said sale & not on the nineteenth day of march AD Eighteen hundred & fifty eight as Sheriff of the county of Henry & State of Illinois bid and of the premises aforesaid have granted bargained & sold & by these presents do grant bargain & sell unto the said William H. Hayes Richard H. Hopkins and Richard Hilliard their heirs and assigns the following described premises situated in the county of Henry & State of Illinois and known as follows viz The West half of the North East quarter of Section No one (1) in Township No Seventeen (17) North of Range No Two (2) East of the fourth (4th) principal meridian together with all and singular the tenements and hereditaments thereunto belonging or in anywise appertaining To have and to hold the said described premises with their appurtenances to the

said William H. Hayes Richard H. Hopkins and Richard Hilliard their heirs and assigns forever, Witness my hand & seal this 11th day of November A.D. Eighteen Hundred & fifty nine

Purnel H. Swiff (L.S.)
Sheriff of Henry Co Ill

State of Illinois }
Henry County } ss I Thomas Wiley Clerk of the circuit Court of the county of Henry & State of Illinois aforesaid do certify that on the Eleventh day of November in the year of our Lord Eighteen Hundred & fifty nine personally appeared before me Purnell H. Swiff of the county of Henry aforesaid who is personally known to me to be the identical person whose name is subscribed to the foregoing deed as having executed the same and acknowledged that he had voluntarily executed the same for the uses and purposes therein mentioned In testimony whereof I have hereunto subscribed my name and affixed the seal of the said court the day & year above written

T. Wiley Clerk

State of Illinois }
Henry County } ss I Thomas Wiley Clerk of the circuit court and ex officio Recorder in and for said county do hereby certify that the instrument in writing was this day filed for record in my office and duly recorded in Vol 47 at page 260 of Henry county Records Witness my hand & seal of office at Cambridge this first day of February A.D. 1860

Thomas Wiley Clerk & Ex officio Recorder by J. A. Nye Deputy

The said plaintiffs further to maintain the said issue on their

just introduced as a witness Jonathan Allen who being duly sworn testified as follows, I am acquainted with the defendant and with the premises described in the plaintiffs declaration herein The defendant William B Bernard resides upon said premises and has resided there something more than a year past He moved there I think a year ago last January He had lived there before that time but had gone to Geneseo to live and then moved back He was off the premises about a year I think He first went on to the place four or five years ago The land is cultivated and has a house & other permanent improvements on it

Cross Examined — George Bernard a son of the defendant also lived on the place at the time of the commencement of this suit and before he went to Geneseo to live His wife recently died and since then he may have been at the farm most of the time but I have no knowledge that such is the case If he has gone from Geneseo to the farm it must have been within a few weeks. The land was bought by William. B and James Bernard of Squire Hooper

This was all the evidence in chief introduced by the plaintiffs and they here closed their case

The Defendant then introduced the following evidence

1st A copy of the certificate of purchase from J H Dresser Sheriff to the plaintiffs for the land in question which is in the words and figures following to wit

I J H Dresser Sheriff of the county of Henry & State of Illinois do certify that by virtue of a writ of execution dated the 13th day of January A D 1838 to me directed from the Circuit Court of the county of Rock Island and State of Illinois issued upon a certain judgment rendered by the said court at the Dec Term A D 1837 in favor

of Wm H Keays. H Hopkins and Richard Hilliard surviving partners of R Hilliard deceased and against Wm B Bernard and James Bernard I did on the 19th day of March AD 1838 expose to public sale in the town of Geneseo Ill certain tract or lot of land lying being & situate in the county & State aforesaid & viz The West half of the North East quarter of Section No one (1) in Township No Seventeen (17) North of Range No Two (2) East of the 4th principal meridian And that the said Hilliard Keays and Hopkins pffs bid the sum of Eleven Hundred and sixty eight dollars and sixty nine cents therefor which being the highest & best bid the tract or lot of land was struck off to them the said Hilliard Keays and Hopkins pffs and that the said Hilliard Keays & Hopkins will be entitled to a deed for the premises so sold to them on the 19th day of June AD 1839 unless the same be redeemed according to law Given under my hand this 28th day of March AD 1838 Justus H Dresser

Sheriff Henry Co Ill

To the introduction of which the said plaintiffs by their counsel objected but the objections were overruled by the court and the same was by the permission of the court read in evidence by the defendant to the jury to which ruling and decision of the court in overruling the plaintiffs objections to the said copy of said certificate of purchase and allowing the same to be used in evidence as aforesaid the said plaintiffs at the said time & place of making the said rulings & decisions by their counsel excepted

The said defendant then offered in evidence a deed from James & Millicin Bernard to George Bernard dated November 26 1837 for the land in question and which is in the words & figures following to wit:

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This Indenture made this twenty sixth day of November in the year of our Lord one thousand eight hundred and fifty seven between James Bernard and Wm B Bernard and Phebe L Bernard his wife of the county of Henry & State of Illinois parties of the first part and George Bernard party of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of Twenty Hundred dollars paid by the said party of the second part the receipt of which is hereby acknowledged do by these presents grant bargain and sell unto the said party of the second part his heirs and assigns the following described tract or parcel of land situated in the county of Henry & State of Illinois known and described as follows to wit Being the West half of the North East Quarter of Section one(1) Town 17 N Range 2 E 4th P M Together with all and singular the appurtenances thereunto belonging or in anywise appertaining To have and to hold the said premises as above described with the appurtenances unto the said party of the second part his heirs & assigns forever And the said parties of the first part for themselves and their heirs executors and administrators do hereby covenant & and with the said party of the second part his heirs and assigns that they are well seized of the premises above conveyed as of a good and indefeasible title in fee simple and have good right to sell & convey the same in manner & form as aforesaid that they are free from all incumbrances and that the above bargained premises in the quiet & peaceable possession of the said party of the second part his heirs or assigns against the claims of all persons whomsoever they will warrant and forever defend In testimony whereof the said parties of the first part have hereunto set their hands & seals the day & year first above written

James Bernard (Seal)

William B Bernard
Phebe Le Bernard

State of Illinois }
Henry County } ss On this twenty sixth day of November 1837 personally appeared before me an acting justice of the peace in & for said county James Bernard and William B Bernard to me personally known to be the persons whose names are subscribed to the above deed as having executed the same and acknowledged that they had freely executed the uses & purposes therein expressed And Phebe Le Bernard wife of the said William B Bernard to me personally known to be the person whose name is subscribed to the same deed also appeared before me and was by me made acquainted with the contents of the same and examined separate and apart from her said husband whether she executed the said deed and relinquished her dower to the lands and tenements therein mentioned voluntarily freely & without compulsion of her said husband and acknowledged that she had executed the same and relinquished her dower in the lands and tenements therein mentioned voluntarily & freely & without the compulsion of her said husband Given under my hand & seal the day & year aforesaid

A K Kenney JP

On which deed was the following indorsement

State of Illinois }
Henry County } ss I Thomas Miley Jr Clerk of the Circuit Court of said county & Ex officio Recorder do hereby certify that the within deed was filed in said office for record on the 3d day of Feb AD 1838 at 10 o'clock PM & that the same was this day duly recorded in Book 34 of Deeds at page 171 In testimony whereof I have hereunto set my name & affixed the seal of said court at Cambridge in said county on this 3d day of Feb AD 1838

Seal

T. Miley Jr
Clerk

To the introduction of which said deed the said plaintiffs by their counsel then & there objected but the court overruled the said objection and permitted said deed to be read in evidence to the jury to which said decision of the said court in overruling the said objections and allowing the said deed to be read in evidence the said plaintiffs then & there at the time excepted

The said Defendant then introduced as a witness Daniel Bernard who being duly sworn testified as follows - I am acquainted with the premises in question, they are cultivated and have a house upon them On the first of October 1860 they were occupied by myself I rented of George Bernard, I had then occupied them as a tenant from January first 1860 The premises were occupied the previous year by George B Copley as tenant of George Bernard In the season of 1858 George Bernard occupied & farmed the place himself, In the winter of 1857—8 the place was occupied by William B Bernard the defendant— George also lived there but moved away in the Spring of 1858

Cross Examined — I am not a married man, During the time I have lived on the place Wm B Bernard and his family lived there also, Wm B Bernard the defendant is my father, We all lived together, We boarded me as much as I boarded him, Am now under twenty one years of age, My father moved on to the place the last time a year ago the 24th day of last January. Had previously lived at Geneseo and before going there had lived on this same farm We lived in Geneseo a month or two over a year, George Bernard was on the place from the Spring to the Fall of 1858 We went there in March and left the same fall We went from Geneseo there and went back to Geneseo again, Wm B Bernard lived there at the farm when George

came there and continued to live there while George stayed
While at the farm George helped cultivate the crops the wheat
was sent to Chicago I helped haul it to Geneseo & saw it
shipped George went to Chicago and came back with the
money Dont know what except from what he said Father
George & I as also the hired hands all worked on the place
I got my living out of the crops and the rest dont so
I rented a part of the land last year to Mr Duncan He
paid me one third of the wheat that he raised, Part of this
wheat was sold, I used some of the money it brought to
buy a pair of boots Another part of this wheat was kept and
used on the place for seed And the rest used by the family
to live on There four acres of wheat I got a wagon for
some of the wheat, The wagon is now used on the place
The proceeds went in part to Wm Bernard but mostly to my
self They boarded me
Re examined, Father was living on the place during the summer
of 1858 I have done business for myself since ~~Febru~~ January
1st 1860 George paid the hands who worked on the place during
summer of 1858, Dont know of any way George had to get
money when he went to Chicago except from the wheat I
furnished means for Wm Bernard to live on the farm and
he boarded me

The defendant next introduced as a witness James Ber-
nard who being duly sworn testified

I am one of the defendants in the execution issued from
Rock Island county against Wm B Bernard & James
Bernard & in favor of the plaintiffs in this case Mr Sanford
had the notes on which Rock Island Co judgment was given
for collection and presented them, I proposed to give him a
power of attorney to confess judgment in order to save
costs, I mentioned to him about that time that I had
made George a deed of some of my land and had sold

other land to Mr Merriman this was before judgment was obtained in Rock Island County I think that it was about the time the power of attorney was given to Mr Sanford that I told him these things It might have been a few days before, George Bernard has released me from all liability on my covenants of warranty in the deed to him (The witness then presented a deed of release from George Bernard to himself)

Cross examined — I was a member of the firm of Bernard and Brother Wm B Bernard was the other member of said firm, We commenced business in Geneseo in June 1833 Had been in other business together for thirty years before that time We had formed it together We went in 55 into the Dry Goods business in Geneseo Have done business with the plaintiffs firm They are merchants in the city of New York, Dont know them personally Did business with them through a person of my acquaintance The firm of Bernard & Bro ceased to do business at Geneseo about March 1st 1837 I gave Mr Sanford the power of attorney some time in the fall of 1837 I informed him of our inability Had had other conversation with him on the subject, Mr Sanford talked of suing us in the United States court and as I was not able to pay the notes I wanted to have as little cost made as possible I told Sanford I had conveyed some land to Merriman & this land & George Bernard to pay debts; Dont know whether I stated to him that the indebtedness to George Bernard was for his services as clerk, I presume however that I did for it was for that in part I have resided in this county about twenty five years, Wm B Bernard is my brother and George Bernard his son, They came here about the same time I did, We have generally done business together, We lived together and never kept any particular accounts between us

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(Plaintiffs here made the witness their own witness & continued the examination)

The consideration of the Notes to the plaintiffs on which judgment was rendered was for goods bought by us of them in the fall of 1836 I think, The goods had been sold by us at the time of my conversations with Mr Sanford above stated Part of them were sold at Geneseo and the residue were sold at Auction in February 1837 We let a house in Rock Island have them to auction for us there Those set to Rock Island were worth four or five hundred dollars and were attached there by other of our creditors The business of our firm was very unsuccessful At winding up the losses proved greater than the profits In November 1837 the indebtedness of the firm was as much as Seven thousand dollars and possibly more, think the indebtedness amounted to that much at last after the sale of the goods, Brother & I were not individually indebted to any considerable amount, We had outstanding in notes and accounts from 500 to 2000 dollars We owned at that time about 220 acres of land Of this land 160 was the N E ¼ Sec 1 T 17 N of R 2 E 4th PM and 47 a or 48 a in Township 18 of Range 2 E of 4th PM Of the first tract the East half was conveyed to Merriman the West half to George The deeds were made about the same time, Merriman had a demand against us of about $1800 in satisfaction of which the land was conveyed George held our note for $2000 in satisfaction of which the West half was conveyed This note was made not long before the deed to George think about ten days before, think it was after Mr Philbrick was there, The note was for service and Money Dont remember exactly what amount of money think it was $200 or $250. This money got worked in gradually, Might have been worked in in small amounts We sometimes furnished us money in

small Amounts when a sum of money was to be made up George kept his own account No account was kept with him on our books When any of us got goods from the store they were charged to the person who got them When Brother or I got them they were charged to Bernard & Bro when George got them they were charged to him

George came in with us when we commenced business and acted as our clerk about two years keeping books and doing other things I do not recollect any particular sum of money furnished by George at any particular time I dont remember whether when George advanced money it was credited to him on the books, Franck Curtis and Edward Feloth were also there as our clerks Wm B Bernard was not in the store I did very little in the store George did more than I did We generally kept two persons George & our clerk there When he came in with us George had had very little experience in business He had never sold goods before We made no bargain with him about the amount of wages which he was to receive when he came in with us nor before the note was given I do not remember what we calculated the value of his services to be when the note was given Cannot recollect with certainty the amount of any item included in the note

While George was with us he was an unmarried man and boarded at the Genesee House at $2 ½ per week I paid his board He paid some of his board himself I do not know whether all of it is paid He did not purchase a great deal of clothing from the store He got clothing from the store charged on the books, George had money of his own He worked at bricklaying during the fall two years before we went into business in Geneseo, worked on the farm with us Know of his making some money out side of farm

Store Dont know amount He always had money I dont know whether he had a claim when he came to the store He sometimes speculated in horses a little, Dont know whether he made anything by these means, Dont know the amount of account against him in the store, think $50 would cover it There was no arrangement made when George came in save that he should go in and assist Previous to that time George has worked on the farm or at his trade, Our debt to Merriman & Bro became due in the fall of 1857 It consisted of money borrowed at 25 per cent I do not know whether more than one half of our accounts were good We gave them to a creditor in Boston to apply proceeds on his own and other creditors debts I dont know how much he realized Dont know where these accounts now are The Boston man told me he would leave them with Ainsworth I dont know whether he did so George collected what money he could for us and applied it to the payment of our debts I know of his paying one debt, We failed in business

After making the deeds to Merriman & George we had no property left, Formerly we owned other lands which we traded for goods on going into business, In November 57 no other creditors had been pressing us save the plaintiffs At that time George collected what he could and paid it upon their notes, Some other creditors applied and we made the arrangement before spoken of George had charge of the books at that time Felch had charge of them at one time. From March to November 1857 we were engaged in no business save winding up George and myself did all of the work the most of it

Re examined by Defendant We were in business together about two years We traded some of our land for our stock of goods, When speaking of the total amount of our

liabilities I included the amount due Merriman & George Bernard George kept an account of such sums as he advanced He may have advanced $250 possibly more or less might be $300 cant recollect There is no account of it on our books He sold a mare at one time for $300 Felch kept our books at first, George afterwards, George had the principal charge of the establishment, I did not know our condition until the fall of 1857 That season was one of our worst seasons for business There was no particular agreement when George went in There was no settlement with him until the giving of the $2000 note in November /57 The amount of money we owed him was figured up when we made the note I dont know how much it was, part of the consideration of the note was for his services and part for building a house We had a settlement and the note was given on settlement George put up the walls of a brick house for us I think he did some other work for us but am not certain There were no unreasonable charges I think $2000 was a fair compensation Knew at the time of making the deed that I could not pay my debts Told Merriman so Told Merriman & George that they should be preferred George continued to assist us after Spring and until fall when note was made His work after the Spring was as laborious as formerly but I did not after Spring pay his board He put up the Wall of Berry's house the fall before, He had some money, He speculated some in horses I dont know how he succeeded I sometimes thought he might have done better I have the books & accounts at home & if I knew the questions would be asked could have brought them & given the particulars

Cross Examined by Pfff — The Brick house of which I spoke when I said that George put up the

wall of a brick house for us was on the land which we traded for goods when we went into business This was two years before we went into business It might have been more might have been less I think the house was standing there nine years ago Dont remember the amount allowed George for this item of work I think the work was worth from $150 to $200 I think George was 21 when he did this work The note to George was signed in my office by my brother and myself Mr Ireland an attorney went with George to his father to get his signature, George made out an account I had kept no account Think George was allowed $600 a year for his service including board & clothing Think his services were worth that amount.

The defendant here closed his case and the Plaintiffs called Alfred Perry who being duly sworn testified as follows

I have been engaged in selling Goods in Geneseo since 1830 During 55 56 & 57, We employed clerks paid one $200 per year and board one $150 and board one very experienced clerk $600 He paid his own board I am acquainted with George Bernard but do not know how attentive he was as a clerk to his business He kept a fast horse and spent some time in exercising it Have seen him exercising it in business hours Services of clerks vary very materially

Cross Examined — He had the horse before they closed up business I dont remember whether he owned it afterwards

The Plaintiffs then called Holmes Sleight who being duly sworn testified as follows

I resided at Geneseo during the years 55 56 & 57 and was during that time a

merchant there, During that time we employed a clerk During the first year when he was inexperienced we paid him eight dollars a month and boarded him next year $125 and boarded him next year $500 and he boarded himself He was an excellent clerk Am acquainted with George Bernard used while he was clerk to see him out considerable but dont know but he was out collecting or for some business purpose

Cross Examined — Only know as to Clerks hire what I paid myself Book keepers are worth more than Salesman

The Plaintiffs then produced Justus T Dresser who being duly sworn testified as follows

I was Sheriff of Henry county during 57 & most of 58 I levied the execution from Rock Island county on the premises in controversy The Execution was sent to me by mail by the Clerk of Rock Island County and I levied it upon the premises without receiving any instructions to that effect from any person

The plaintiffs here closed their case

Which said evidence was all the evidence presented to the jury in the said cause

Whereupon the Plaintiffs asked & obtained from the said court the following instruction in writing

Hopkins Hayes & Hilliard
vs
Wm B Bernard

The Plaintiffs ask the court to instruct the jury as to the law of this case as follows

1st If the plaintiffs had title to the land in question at

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the time of the commencement of this suit and were entitled to the possession thereof and the defendant was in the possession thereof the jury will find a verdict for the plaintiff

2 The legal effect of the record of the suit judgment execution levy and sale and the Sheriffs deed is to convey to the plaintiffs all the title to the land in question held or owned by the defendants in such judgment at the date of the levy not only as against the defendants but also as against any person holding a deed executed prior to but unrecorded at the date of the levy unless such prior unrecorded deed was made upon a good and valuable consideration in good faith and without any intent of the parties thereto to hinder or delay creditors of the grantors and that plaintiffs had notice thereof before the levy of the execution

3 Although the jury believe that Wm B and James Bernard conveyed the land in question to George Bernard before the levy of plaintiffs execution yet if while such deed remained unrecorded the plaintiffs execution was levied upon the same land and that by virtue thereof the same was sold and conveyed to the plaintiffs such deed relates back as a lien to the date of the levy of the execution and conveys to the plaintiffs the title to the land, even as against George Bernard unless he purchased the same in good faith and without intent to hinder and delay creditors of the Grantors and paid a good and valuable consideration therefor and that the plaintiffs at the time of the levy had knowledge of such conveyance

4 The burden of proving that plaintiffs had notice of the deed of conveyance from William B and James Bernard to George Bernard is upon the defendant

and such notice to be good must be proved to have been given to the plaintiffs or to some one whose duty it was to communicate it to the plaintiffs

5 Although the deed from William B & James Bernard to George Bernard may have been without any actual intent to defraud or delay creditors yet unless George paid a good & valuable consideration for the land such deed does not convey the title to him as against the rights of creditors And the burden of proving the sufficiency of such consideration is devolved by the law upon the defendant

6 If at the time of the execution of the deed from William B Bernard & James Bernard to George Bernard Wm B Bernard & James Bernard were insolvent and the plaintiffs or any other persons creditors of said Wm B & James were pressing them for payment and under such circumstances & to avoid or postpone the claims of such creditors the deed was made to George with a knowledge of the circumstances on his part the said deed is as to such creditors fraudulent & void

7 Although fraud is not presumeable without any proof to support it it may be and is most frequently shown by circumstances — And in this case the relationship of of the parties in the deed to George Bernard the inadequacy of the consideration paid for the land therein described the pressure of debts upon the grantors for payment, their recent failure in business all (if proved herein) are proper to be considered by the jury as tending to prove the deed to George fraudulent as to the rights of Creditors

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And the said defendant on his part asked and obtained of the said court the following instructions

Hayes etal
vs
Wm B Bernard } Ejectment

Defendants Instructions

1st In this case the Plaintiffs must recover on the strength of their own title and not on the weakness of the defendants title And it is competent for the defendant to show an outstanding title in George Bernard in order to defeat the plaintiffs title And if the jury believe from the evidence that at the time of the commencement of this suit George Bernard was the owner of the land in controversy and that the defendant was in the peaceable and lawful possession of the land and that the plaintiffs never were in the prior possession of said land then it is not necessary for the defendant to connect himself with George Bernards title and the jury will find for the defendant

2d Under the registry laws notice of a prior unrecorded conveyance is as effectual as the registry of the deed — and if a party has knowledge of a prior unrecorded bona fide conveyance when he makes a purchase he cannot protect himself against such conveyance

3d A party is as effectually bound by knowledge of the contents of a prior unrecorded deed as he is by its registration, and whatever is sufficient to put him on inquiry as to the rights of others is considered legal notice to him of those rights He is chargeable with knowledge of such facts as might be ascertained by the exercise of ordinary diligence and understanding

4th If the jury believe from the evidence that prior to any

judgment obtained against James & William B Bernard by the plaintiffs George Bernard had a bona fide deed of said premises and that said plaintiffs had notice prior to said judgment of such deed to George Bernard then the jury will find for the defendant and notice to the attorney of the plaintiffs in the recovery of the judgment is as effectual as notice to the plaintiffs in person

5th Fraud cannot be presumed the deed from William B and James Bernard to George Bernard for the land in question must be taken as bona fide and honest until the plaintiffs prove the contrary

6th If the jury believe from the evidence that in the fall of 1857 James & Wm B Bernard were in failing circumstances & unable to pay their debts and that they were indebted to George Bernard they had the right to prefer him as their creditor and pay him in full although they might not have means remaining enough to pay the balance of their debts and such preference would not be fraudulent and if Bernard & Bro conveyed their land to George Bernard in good faith in payment of his debt such transaction will be supported in Law

7th Inadequacy of price is not sufficient to avoid a deed nor is it alone any evidence of fraud except as against their creditors

8th Fraud can in no case be inferred by the jury but must be proved and in the case in order to avoid the deed to George Bernard the plaintiffs must prove that the transaction between him & James & Wm B Bernard was fraudulent and that George Bernard was a party to the fraud, George Bernard cannot in this case be prejudiced by any fraud that James & Wm B Bernard may have

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been guilty of undue & improper conduct to the satisfaction of the jury that George Bernard was a party to such fraud

9th In this case if the jury believe from the evidence that William B & James Bernard conveyed the land in controversy to George Bernard in satisfaction of a debt which they owed him for money & services for which debt they had previously given him their note such conveyance will not be set aside & held fraudulent simply because they may have paid or allowed him a higher price for his services than was customary in the town of Geneseo if such allowance was in fact just and reasonable for such services

10th If William B Bernard at the time of the commencement of this suit was residing on the land in controversy by the possession of Daniel Bernard and Daniel Bernard had rented it from George Bernard then so far as this is concerned the defendant can avail himself of whatever title George Bernard had to the land

11th The evidence of James Bernard as to what George Bernard gave for the land is evidence out side of the Deed as to what the consideration was

To the giving of each and every one of which said instructions the said Plaintiffs by their counsel then & there excepted

And the jury in the said cause having brought in their verdict for the defendant the Plaintiffs filed the following motion in writing for a new trial

Stephen Hungs & Holland vs Wm B Bernard } Henry Co Cir Ct March Term 1861 Ejectment

The Plaintiffs move the court for a new trial herein for the following reasons

1 That the verdict is contrary to the law the evidence and the instructions of the court

2 The court erred in refusing proper instructions asked for by the plaintiff

3 The court erred in giving instructions on the part of the defendant

4 The Verdict is irregular defective and erroneous generally

Wilkinson & Pleasant
W Sanford & Geo W Shaw
Attys for Pltffs

Which said motion was overruled and the said Plaintiffs by their counsel then & there excepted to the said rulings and decisions of the said court and prayed the said court to sign and seal this their Bill of Exceptions Which is done in open court

J H Moore
Judge &c

Geneseo Jan 16 1862

The undersigned attorneys in said cause agree upon the above bill of exceptions and waive all questions as to the time of filing the same

Sanford & Shaw
Buckbee & Carpenter

State of Illinois
Henry County } I J Amos Gould Clerk of Circuit Court in and for said county do hereby certify that the foregoing is a true full and complete transcript of the proceedings and record in the said entitled cause as appears from the records in my office

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Witness Amos Gould Clerk of said Circuit Court and the seal thereof at Cambridge this 26th day of February in the year of our Lord One thousand eight hundred and sixty three



Amos Gould Clerk
By W L Dalrymple Deputy Clerk

State of Illinois
Third Grand Division } ss

Supreme Court,
April Term AD 1864.

William H Hays
Richard H Hopkins &
Richard Holland

vs

William B Bernard

Error to Henry

Assignment of
Errors.

The said Plaintiffs come & say that in the record and proceedings aforesaid, and in giving the judgment aforesaid the Circuit Court of the County of Henry & State of Illinois aforesaid Erred

In admitting improper evidence.

In permitting the defendant to assert the outstanding title of a third person in bar of the plaintiffs' claim.

In giving improper instructions to the jury on the part of the defendant.

In rendering judgment upon a verdict contrary to the ~~law~~ evidence in the cause and the instructions of the court.

In overruling the plaintiffs motion for a new trial.

And said plaintiffs say that the judgment aforesaid for the errors aforesaid, and for other errors in the said record and proceedings being may be reversed annulled and altogether holden for naught, and that they may be restored

to all things which they have lost by reason of the said judgment.

Geo. M. Shands
Atty for Plffs in Error.

State of Illinois
Third Grand Division } ss.

In Supreme Court
To April Term A.D. 1864.

William B. Bernard
ats.
William A. Hayes
Richard A. Hopkins &
Richard Hilliard } joinder in Error.

And the said William B. Bernard defendant in Error now comes and says, that there is no Error, either in the record and proceedings aforesaid or in giving judgement aforesaid, in manner & form as above assigned: and therefore he prays that the said judgement may be affirmed, and that his costs may be adjudged to him. &c.

By Carpenter & Dunham
Attorneys for Defendant in Error.

William A. Hayes
Richard A. Hopkins
& Richard Hilliard
vs.
William B. Bernard

Assignment & Joinder in
Error.

Supreme Court
April Term 1864

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Wm H Hayes
Richard H Hopkins
Richard Hilliard

vs

William R Bernard

Error from Henry

Transcript of Record

Filed March 25. 1863

D Delaney Clk.