

No. 12255

Supreme Court of Illinois

Rose.

vs.

Buckland.

Pleas before the Hon^{le} Edmund Seland Judge
of the ninth judicial Circuit of the State of Illinois, at
the October Term of Said Court, begun and held in and
for the County of Bureau, at the Court House in Said
County, on Tuesday the third day of October in the
Year of Our Lord One Thousand Eight Hundred and
fifty four.

Present Hon^{le} Edmund S. Seland Judge

Edmund W. Fisher Clerk

Samuel Smith Sheriff

George Rose

October 5th 1854.

vs

Bill for Injunction

Thomas Buckland

David Clough Mary Clough

Amos Whittemore David Stevens

This day the Complainant comes by word
his Solicitor, and files his bill of Complaint herein in the
words and figures following to wit.

State of Illinois

Bureau County and Circuit Court thereof

Of the October Term A.D. 1854.
To the Hon^{le} & Snd Judge of the 9th Judicial Circuit
Complaining Sheweth unto your Honor, Your Orator
George Rose, of Said County, That on or about the 25th
day of November A.D. 1840, One Amos Whittemore was a
Resident of the State of New Hampshire, and David Clough
and Mary Clough were also residents of Said State of New-
Hampshire. Your Orator also Shows that David Clough
the father of the Said David and of the Said Mary,

Had been a private in the 2th Regiment of United States Infantry and was under the laws of the United States entitled to receive from the United States, One hundred & sixty acres of Bounty Land. Said Daniel Clough, was supposed at the time first aforesaid to be dead, but the place of his death and the circumstances of the same were at the time unknown. So that the said Mary Clough & David Clough were unable to produce such evidence of the death of said Daniel Clough (of whom they were the sole heirs at law) as would entitle them to receive a warrant for the bounty land to which their father was entitled as aforesaid, and to which they became entitled as heirs of their father.

Your Orator further shows to Your Honor that on the said 25th day of November A.D. 1840, an agreement was made by and between said David Clough and said Amos Whittemore, by which the said David Clough sold to said Whittemore all his the said Daniels right title & interest in and to the bounty land to be obtained by or on account of the services of the said Daniel Clough for the sum of seventy five dollars, which was then and there paid to him by the said Whittemore, and said David Clough then & there executed and delivered to said Amos Whittemore a receipt of which the following is in substance a copy. Nov 25th 1840.

This day received of Amos Whittemore one horse of the value of Sixty dollars. One Saddle. Value five dollars. One bridle Value One dollar fifty cents. One hat Value two dollars and board when sick Six dollars & fifty cents.

making in all Seventy five dollars & have decided that
my title to all bounty lands which shall be obtained
for the services of my late father Daniel Clough, said
Whittemore is to add the description of the land when it
is known. Signed Daniel Clough.

and also on the same day said Daniel Clough
executed and delivered to said Amos Whittemore a deed
of conveyance of all his the said Daniel Clough's right title
and interest in all bounty lands obtained for the services of
said Daniel Clough. a copy of which said deed, is hereto
annexed marked B. and made a part of this Bill.

And your Orator charges that said deed was intended
to convey to said Whittemore all the right title & interest
of the said Daniel Clough in the bounty land which
should be obtained for the services of said Daniel Clough
no land having then been obtained and a blank having
been left for the description of the land which should
be obtained, and the words "to be" or words of similar
import were omitted ^{by mistake} to be inserted in said deed before
the words "obtained by or for the services of my late father."

And your Orator further shews that about the same
time an agreement was made by and between the
said Mary Clough, and the said Amos Whittemore, whereby
said Whittemore agreed with said Mary, that he would
be at the trouble and expense of ascertaining the facts in
relation to the death of said Daniel Clough, if the same
could be found out, and of getting such proof thereof as
should be necessary, to obtain a warrant for said Bounty

land, and if said Warrant was obtained to locate the same, and it was then and there further agreed between them that if said Whittemore should succeed in obtaining said land, he should sell the same and after deducting from the price thereof the amount of the actual Cash expenses of the said Whittemore in obtaining the same, and the portion of the purchase money to be received for the said Mary's portion of said land, should be equally divided between said Mary and said Amos Whittemore. The Portion to be received by said Whittemore to be a compensation to said Whittemore for his services in investigating the matter obtaining the necessary proofs & in locating & selling said land.

And Your Orator further Shows that thereupon said Amos Whittemore commenced search and enquiry to ascertain the facts and circumstances, and was engaged for several Weeks in such investigation and that said Whittemore did ascertain that said Daniel Clough, died in the Year 1814 in a military hospital, no record of his death having been kept. That said Whittemore obtained the proof of the death of said Daniel Clough, and that said Mary Clough and David Clough, were his sole heirs at law to be made to the War Department, of the government of the United States, and thereupon a land warrant was issued for the bounty land to which the said Mary Clough & David Clough, were entitled as heirs of said Daniel Clough, that while said proofs were being made and before said land warrant, was issued, to wit on the 12th day of July AD 1843, The said Mary Clough,

Executed and delivered to Said Amos Whittlemore a power of attorney under her seal by which she authorized and empowered the Said Whittlemore to receive the Said Land Warrant from the War Department of the United States, to locate the Same and to transfer the Land and to do all other things concerning said Bounty lands. A copy of which power of attorney is hereto annexed marked (B) and made a part of this bill.

Your Orator further Shows that Said Whittlemore did receive the Land Warrant aforesaid, and afterwards located the Same upon the North West quarter of Section Thirty two in Township No Sixteen North of Range No Seven east of the 4th principal Meridian, and afterwards to wit on the 21st day of July AD 1845 a patent in due form of Law was Issued by the Government of the United States, to Said Mary Blough and David Blough for the Said tract of Land, which patent was delivered to Said Amos Whittlemore, a copy of which is hereto annexed marked (C) and made part of this bill. Said Amos Whittlemore on the 21st day of May AD 1846 sold to David Stevens, the North East Quarter of the North West quarter of Section No Thirty two (32) in Township No Sixteen (16) North of Range Seven East of the 4th principal Meridian, and the Said Amos Whittlemore and Whittable his wife on that day Executed and delivered to Said Stephens a warranty deed for Said Land a copy of which deed is hereto annexed marked (D) and made a part of this Bill -

Your Orator further Shows to your honor that

when said Whittemore sold said land to said Stevens he sold the interest in the same which belonged to said Mary Clough as her attorney. by virtue of the power of attorney aforesaid, and it was then and there the intention of said Whittemore and said Stevens that the interest of said Mary Clough should be conveyed to said Stevens as well as the interest of the other owners of said land and that the said Whittemore believed when he executed said deed to said Stevens that said power of attorney from said Mary Clough to him authorized him to make conveyance of said land in his own name, & that said deed conveyed the title of said Mary Clough and said Amos Whittemore as agent for said Mary Clough then & there received from said Stevens the payment for that portion of said land owned by her, which sum was received by said Whittemore for said Mary Clough -

And your Orator further shows that the full purchase money to wit the sum of Eighty dollars was fully paid by said Stevens to said Whittemore at the time said Whittemore and wife conveyed or attempted to convey said last mentioned tract of land to said Stevens - and that immediately upon the execution and delivery of said deed said Stevens took the possession of the forty acres of land mentioned in said deed, and continued in such possession until he conveyed the same to your Orator as hereinafter mentioned.

Your Orator further shows to your honor that after

the Conveyance from said Whittemore to said Stevens
to wit on the 21st day of May AD 1846 said David Stevens
and Hannah M. his wife for the Consideration of the
Sum of One hundred and Eighty dollars to them in
hand paid at the time executed and delivered to your
Orator a Warranty deed of Conveyance for the same forty
acres of land above described and mentioned in the deed
from Amos Whittemore & wife to said Stevens together
with two acres of Woodland - Your Orator then & there
paid the Consideration money for said land in full
and entered into the Exclusive actual possession of said
land, and has continued in such Exclusive actual
possession from thence hitherto, and that after he took
such possession of said land, and before the 3^d day of July
AD 1852. Your Orator Enclosed the whole of the said forty
acres with a good fence, and broke about seven Eighths
of the same which he put in Cultivation (the remainder
being used by Your Orator as a meadow) and built
a good dwelling house on said land & Stables the whole
value of which improvements about the Sum of Eight
Hundred dollars, and the value of said forty acres is now
about the Sum of One Thousand dollars - And Your
Orator Charges that his possession of said land as
aforesaid has been ever since the said 21st day of May
AD 1846. notice to all the world of his rights legal
and Equitable therein - Your Orator makes a copy of the
deed from said Stevens to him hereto attached marked
(C) a part of this bill.

Said Deed from Amos Whittemore & wife to David Stevens
was duly filed for Record in the Records Office of
Said Bureau County on the 22^d day of June AD 1846
& duly Recorded, & Said Deed from David Stevens to your
Orator was filed for Record in the records office of Said
County on the 28th day of September AD 1846 & duly recorded
in Said Records, and that he has paid all the Taxes
assessed on Said tract being the Taxes for more than seven
Years - And Your Orator Shows that the deed from Said
David Clough to Said Amos Whittemore a copy of which
is hereto annexed marked Exhibit (A) was filed for
Record in the records office of Said Bureau County
Illinois in which Said land lies on the 18th day of July 1854
and was duly recorded in the records of Said County -
And the power of attorney from Said Mary Clough
to Said Amos Whittemore, was duly filed for
Record in the Records Office of Said Bureau County
on the 1st day of September AD 1852, & duly Recorded
in the records of Said County -

And Your Orator further Shows to your honor
that some time in the Year of Our Lord 1852 and after
the first day of July of that Year One Paul Monell,
continuing and intending to injure and defraud Your Orator
and combining and confederating with the Said David
Clough & the Said Mary Clough, fraudulently procured the
Said David Clough and Mary Clough, to execute
and deliver to him the Said Paul Monell, their several
deeds by which they severally, quit claimed to Said Monell,

The Said North West quarter of Said Section Thirty Two.

The Said deed from Said Mary Clough, to Said Paul Monell purports on its face to bear date on the 22^d day of July AD 1852, & to have been executed for the Consideration of Twelve dollars, and the Said deed from Said David Clough to Said Paul Monell purports on its face to have been executed on the 3^d day of July AD 1852, & to have been executed for the Consideration of Twelve dollars - Said Deeds were filed for record in the recorder's Office of Said Bureau County, on the 18 day of August AD 1852, and at the time Said David Clough and Mary Clough, quit claimed Said land to Said Monell for \$24. The same was worth about thirty five hundred dollars - And your Orator Charges that Said Conveyances were taken with full notice of all the interest of your Orator in Said land, both legal and Equitable - And your Orator further shows that by Quit Claim deed which purports to bear date on the 31st day of July AD 1852, Said Paul Monell conveyed his interest in the Said North West Quarter of Said Section Thirty Two to George C. Bester, the consideration recited in Said deed, being the sum of One hundred and seventy five dollars, and that the Said George C. Bester by a quit Claim deed which on its face bears date on the 25th of February AD 1854 conveyed his interest in Said land to one Thomas A. Buckland, and that Said deed recites a consideration on its face of Six Hundred dollars, and that Said deed from Said Monell, to Said Bester was filed for record in the recorder's office of Said County,

on the 2^d day of September AD 1852, and the deed from
said Bester to said Buckland on the 27th day of July AD 1854

And your Orator Charges that both said Bester and said
Buckland, had notice of the rights of your Orator in the
premises at the time they received said deeds respectively,
and that as he is advised & believes that the deed from
said Bester to said Buckland was not for the considera-
tion of said sum of five hundred dollars, but was made
upon a merely nominal if any consideration, and that
both of said conveyances were in fraud of the rights of
your Orator, And your Orator Shows that said Thomas
A Buckland, falsely pretending that he is the owner of said
forty acres of land conveyed by said Stevens to your Orator
and intending to defraud, and agrieve your Orator, heretofore
to wit at the March Term AD 1854, of this Court, commenced
an action of Ejectment against your Orator to recover
the forty acres of land last aforesaid from your Orator,

All of which doings and doings are against Equity
and good Conscience. And your Orator Charges that
said Whittemore at the time he executed and delivered
the deed aforesaid from himself and wife to said
David Stevens, was in Equity the owner of an undivided
half of said land, and was the authorized agent duly
empowered to sell and transfer the remainder thereof
which belonged in law to said Mary Kellogg, and that
said Whittemore did sell and agree to convey to said
Stevens the title of said Whittemore and also of said
Mary Kellogg, to said land, and received a valuable

Consideration therefor he received for the said Mary Blough
the pay for her portion of said land, in as much therefore
as your Orator is in danger of sustaining injury, and is
Remediless except in Equity where matters of this sort are
properly cognisable and releivable Your Orator prays that
said David Blough Mary Blough Thomas A Buckland
and Amos Whittemore and David Stevens, may be
made parties defendant to this bill, and summoned to
answer the same. And that said Buckland answer
fully and particularly what sum he paid to said Bester
for said land, & at what time & manner the payment was
made or agreed to be made, and whether at the time
he received the said Conveyance from said Bester
he had not heard that Your Orator or said Amos Whittemore
claimed to have some interest in said land.

And that upon the final hearing of this Cause said
Thomas A Buckland, be restrained and enjoined, from
further prosecuting his said Suit, in Ejectment against
Your Orator, and that upon the final hearing of this
Cause that the title of said Thomas A Buckland -
demise from said David Blough & Mary Blough said
Morse & Bester as aforesaid be decreed to be absolutely
null and void as against the title of your Orator, and
that said David Blough & Mary Blough, be decreed
to convey the forty acres of land purchased by Your
Orator from said Stevens to your Orator by quit claim
deed, or for such other or further relief as to Equity
shall appertain

Russell & Cook
Solicitors

State of Illinois

Bureau County

George Rose

Being duly sworn I do say that the matters and things in the above bill stated & set forth are true in substance & in fact, so far as relates to his purchase of the forty acres of land from said Thomas Therman mentioned, the terms of said purchase, the payment of the purchase money, & his possession of & improvements on said land & as to the facts stated in his information & belief & all the facts stated in said bill affiant says they are true according to his best knowledge information & belief -

George ^{his} Rose
mark

Subscribed & sworn to before me

this 5th day of Oct 1854

E. M. Fisher Clerk

By J. W. Ode Notary

State of Illinois

Bureau County

Amos Whitemore being duly sworn

I do say that the statements in the foregoing bill are true in substance & in fact.

Subscribed & sworn to before me

this 11th day of October A.D. 1854

E. M. Fisher Clerk

Amos Whitemore

Exhibit (A)

This deed made this twenty fifth day of November Eighteen Hundred and forty. Witnesseth that I David Blough of Meredith Newham, of the County of Belknap, State of New Hampshire, in consideration of seventy five dollars to me paid by Amos Whitemore of Salisbury,

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German. County of Meredith State of New Hampshire The
receipt of which is hereby acknowledged, do by these presents
renew release and forever quit claim to the Said Amos Whittemore
his heirs and assigns forever - all that certain tract of land
situate lying and being in the County of _____ and State
of Illinois and known as the _____ quarter of Section
_____ in Township _____ of Range _____
meaning to convey all my right title and interest in all
bounty lands obtained by or for the services of my late father
David Clough. To have and to hold the aforesaid
premises with the appurtenances thereunto belonging to
the Said Amos Whittemore his heirs and assigns forever.
the Said David Clough hereby Covenanting that he will
warrant and defend the title to the aforesaid premises
to the Said Amos Whittemore his heirs and assigns forever,
against all persons claiming under or through him, but
against the claims of none others.

In testimony whereof the Said David Clough has here-
unto set his hand and Seal the day and Year above
written. Signed David Clough S.S.

Done in presence of
Benjamin Pittman
The Witness.

State of New Hampshire I, George Pittman S.S.
County of _____ Justice of the Peace of the
County aforesaid do Certify the
above named David Clough who is known to me to be the
person described in, and who signed and sealed the same

did this day acknowledge that he executed the said Surveys
for the use and purposes therein mentioned —

Given under my hand and Seal at Salisbury this
Twenty fifth day of November in the Year of our Lord one
Thousand Eight Hundred and forty

Signed Benjⁿ Pettengill 2^d (Seal)

Exhibit B.

Know all men by these presents that I Mary Clough
of Meredith in the County of Belknap and State of New
Hampshire do hereby constitute and appoint Amos
Whittemore of Salisbury in the County of Merrimack and
State of New Hampshire my true and lawful attorney
for me and in my name to receive of the War
Department of the United States, a warrant or warrants
for bounty land for the Services of my late father Daniel
Clough who was a Soldier in the Revolutionary War, and
also in the last war with England, and died in the
Service July 1814. And also to locate and transfer said
Bounty land and do all other things concerning said
bounty lands — Witness my hand and Seal this twelfth
day of July in the Year of our Lord one Thousand Eight
Hundred and forty Three — Signed Mary Clough (Sd)
Signed Sealed and delivered
in presence of us.

Joseph Neal Jr.

Wesley Foss

Exhibit 4

United States of America To all to whom these presents shall come Greeting.

Know Ye that in pursuance of the acts of Congress appropriating and granting land to the late army of the United States passed on and since the sixth day of May 1812 Mary Clough and David Clough the Children and only heirs at law of Daniel Clough Decd who was a private in the Company commanded by Captain Hawkins 4th Reg-
No Infantry - having deposited in the General Land Office a Warrant in their favor numbered 27277. There is therefore granted by the United States unto the Said Mary Clough and David Clough, the Children and only heirs at law of Daniel Clough Deceased - the North West quarter of Section thirty two, in Township sixteen North of Range 7 East of the 4th principal Meridian in the district of lands Subject to Sale at Wisconsin Illinois. Containing One hundred and Sixty acres - according to the official plat of the Survey of the Said land to the general Land Office by the Surveyor general. Which Said Tract has been located in Satisfaction of the above mentioned Warrant, in pursuance of the act of Congress approved 27th July 1842 to have and to hold the Said quarter Section of land with the appurtenances thereof unto the Said Mary Clough - and David Clough, and to their heirs and assigns forever, as tenants in Common and not as joint tenants.

In testimony whereof James K Polk, 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 Twenty first day of July in the Year of Our
Lord One thousand Eight hundred and forty five and of the
independence of the United States the Seventieth -

By the President

James M. Polk

(S.S.)

By S. Knox Walker Secy

S. H. Laughlin Recorder of the General Land office

Receivd Vol 1 page 146.

Exhibit No.

This Indenture made this Twenty first day of May in
the Year of Our Lord One thousand Eight hundred and
forty Six, between Amos Whittemore & Marietta his
Wife of the County of Boone and State of Illinois of the
first part, and David Stevens of the Same County
and State aforesaid of the Second part, Witnesseth
that the Said parties of the first part for and in con-
sideration of the Sum of Eighty Dollars lawful money
of the United States, paid by the Said party of the Second
part the Receipt whereof of which is hereby acknowledged,
doth by these presents Grant, Bargain and Sell unto
the Said party of the Second part his heirs and assigns
a certain tract or parcel of Land Situated in the County
of Boone and State of Illinois, and known and described
as follows to wit. being the North East quarter of the North
west quarter of Section No Thirty two 32 in Township
No Eleven (11) North Range Seven East -

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Together with all and singular the hereditaments and appurtenances therein to 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, to his heirs and assigns forever and the said parties of the first part for themselves and their heirs Executors and administrators doth hereby Covenant to and with the said party of the second part his heirs and assigns that they will well seized of the premises above conveyed as of a good and indefeasible Estate in fee simple and have good Right to sell and convey the same in manner and form as aforesaid. That they are free from all incumbrance, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs or assigns against the Claim of all persons whomsoever. They will forever warrant and defend. In testimony whereof the said parties of the first part hath hereunto set their hands and seals the day and year first above written
Signed Sealed and delivered in Amd Whitman (Seal)
presence of Morris Spalding - Makitable Whitman (Seal)

Exhibit C.

This Indenture made this Twenty first day of May in the Year of Our Lord One thousand Eight Hundred and forty Six. between David Stevens & Hannah M. his wife of the County of Boone and State of Illinois. of the first part. and George Rose, of the County and State aforesaid of the Second part. Witnesseth - That the said

parties of the first part for and in Consideration of the
Sum of One hundred and Eighty dollars lawful money of
the United States. paid by the Said party of the second
part the receipt of which is hereby acknowledged. doth
by these presents Grant Bargain and Sell unto the Said
party of the second part his heirs and assigns. Two Certain
tracts or parcels of land situated in the County of Bureau
and State of Illinois. and known and described as follows
To wit. being North East Quarter of the North West quarter
of Section No Thirty Two (32) in Township No Sixteen (16) North
Range Seven & East Reserving a East Road or pass way
on the South side of said lot. also another lot. piece or parcel
of land described as follows Commencing seven (7) rods East
of the North West corner of the North East quarter of Section
No Thirty Three (33) Township No Sixteen (16) North Range
No Seven (7) East of the fourth principal meridian. Thence
South to the Edge of the Prairie. Thence West Two & half $2\frac{1}{2}$
Rods Thence North One hundred and Twenty Three (123) rods
Thence East Two & a half $2\frac{1}{2}$ Rods containing two acres

Together with all and singular the hereditaments
and appurtenances Thereunto belonging. or in anywise apper-
taining to have and to hold the Said premises as above
described with the appurtenances unto the Said party of the
second part his heirs and assigns forever - and the Said
parties of the first part for themselves and their heirs execu-
tors and administrators doth hereby Covenant to 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 estate in fee Simple, and
have good Right to Sell and Convey the Same in manner and
form as aforesaid, that they are free from all incumbrances
and that the above bargained premises in the quiet and peaceable
possession of the Said party of the Second part his heirs or assigns
against the Claim of all persons whomsoever they will forever
warrant and defend. In Testimony whereof the Said parties
of the first part have hereunto set their hands and seals the
day and Year first above written. David Stevens (Seal)
Signed Sealed and delivered. Hannah M. Stevens (Seal)
in presence of Morris Spaulding.

James Cavell.

And thereupon the Complainant by his Said Solicitor
moves for an injunction herein, and the Court being fully
advised in the premises considers that Said defendants be
enjoined according to the prayer of Said bill.

Afterwards to wit on the 23^d day of October AD 1854
the Complainant came by Wendall & Cook his Solicitors and
files his affidavit & preceps herein in the words and figures
following to wit:

State of Illinois
Bureau County

George Rose

vs

Buckland Et al

In the Bureau Circuit Court
for Said County in vacation
of the October Term 1854.

In Chancery.

Wm Wendall being duly sworn deposes
and says that David Clough and Mary Clough were of the

defendants in said Cause reside out of the State of Illinois
So that process cannot be served on them in this Cause
Subscribed and sworn to before Milo Kendall
me this 23^d day of

October AD 1854

E M Fisher Clerk

Clerk will please issue Summons against
all the depts in said Cause & direct to Shff of Bureau returned
at next Term and Cause publication to be made as to
David Blough & Mary Blough.

Cooke & Kendall salrs. for
Compt.

On The Same date to wit 23^d day of October AD 1854
process issued herein in the words and figures following to wit.
State of Illinois

Bureau County The People of the State of Illinois

To the Sheriff of Bureau County Greeting.

We command You to Summons David Blough, Mary Blough,
Thomas A Buckland Amos Whittemore & David Stevens
if they shall be found in Your County, to be and appear before
Our Circuit Court for said County, on the first day of the
next Term thereof, to be held in the Town of Princeton
on the second Monday of January next, to answer to a
certain bill of Complaint filed in our said Circuit Court
on the Chancery Side thereof against them by George Rose,
and further to do and receive whatever our said Court
shall then and there consider in that behalf, and this
You shall in no wise omit, Hereof fail not, and make

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due return of this writ with an endorsement of the manner
in which you execute the same.

S S.

Witness Edward M Fisher Clerk of our said
Court and the Seal Thereof at Princeton this 23^d
day of October in the Year of Our Lord One
thousand Eight hundred and fifty four

Edward M Fisher

Clerk

I have Executed the within writ by delivering a true
copy thereof to each of the within named Amos Whittemore
+ David Stevens this 25th day of October A.D. 1854.

The within named David Clough, Mary Clough +
Thomas A Buckland not found in my County -.

Osmyrn Smith Sheriff

Bureau Co Ills

Pleas before the Honorable Edwin S. Leland Judge
of the Ninth Judicial Circuit of the State of Illinois, at the
January Term of the Circuit Court, begun and held at the Court
House in Princeton, within and for the County of Bureau on
Tuesday the ninth day of January in the Year of Our Lord
One thousand Eight hundred and fifty five.

In Chancery Sitting.

Present Hon. Edwin S. Leland Judge

Edward M Fisher Clerk

Stephen G. Paddock Sheriff

George Rose

vs

Bill in Chancery & Injunction.

Thomas A Buckland & al.

Now Comes Thomas A Buckland.
by Peters & Farwell his Solicitors and files his demurrer to
the said Complainants bill of Complaint herein. in the words
and figures following To wit.

The demurrer of Thomas A Buckland
one of the defendants to the bill of Complaint of Complaint.

This defendant. by protestation not confessing or acknowledg-
ing all or any of the matters or things in and by the said
bill set forth. and complained of. to be true in manner
and form as the same are therein set forth and alledged
saith that there is no matter or thing in said Bill contain-
ed. good and sufficient in law to call this defendant
in question in this Honorable Court for the same. but that
there is good cause of demurrer thereto. and therefore this
defendant saith that the said Complainants bill in case
the allegations therein contained were true. which this defend-
doth in no sort admit. Contains not any matter of Equity.
Wherein this Court can grant any decree or give the complain-
ant any Relief or assistance as against this defendant -
wherefore and for divers other errors and imperfections in said
bill contained this defendant doth demur in law thereto.
and humbly demands the judgment of this ^{Honorable} Court. whether
he shall be compelled to put in any other or further answer
to the said bill and humbly prays to be hence dismissed
with his reasonable costs in this behalf most

unsuccessfully sustained

Peters + Forwell

Sals for Buckland

January 13th 1855-

George Rose

vs

Bill for Injunction

David Clough Mary Clough

Thomas A Buckland Amos Whittamore

+ David Stevens.

This day came the Complainant by his
Solicitor and it appearing to the Court that David Clough,
and Mary Clough had received due notice of the pendency
of this Suit by Publication in the Princeton Post, a Weekly
newspaper published at Princeton for four successive weeks
the first of which was more than sixty days prior to the first
day of the present term of this Court, and also that process had
been issued against said Cloughs, and returned "not found"
and they being solemnly called to come in to Court to plead
answer or demur to said bill, come not, but made default.
It is therefore considered that said bill be taken for
confessed as to them, and the said Thomas A Buckland
having come and entered his appearance and filed a general
demur to Complainants bill. The Cause came on for hearing
on said demur, and it appearing to the Court that there is
no equity in said Bill, said demur is sustained,
and the Complainant declining to amend his bill

It is Ordered and Decreed That Said Bill be dismissed
and the Injunction dissolved. and that the Said Complain-
-ant pay the Costs of this Suit - and Complainant by his
Solicitor prays an appeal herein in^{to} the Supreme Court - which
is allowed by the Court - on Condition that Cyrus Sweet
file an appeal bond herein in the penal Sum of One hundred
dollars, within thirty days from and after the adjournment of
this Court.

Copy of Appeal Bond

Know all men by these presents that we Cyrus Sweet
of The County of Bureau and State of Illinois
am held and firmly bound unto David Clough, Mary
Clough, Thomas A Buckland, Amos Whittlemore and
David Stevens in the penal Sum of One Hundred dollars
Current Money of the United States for the payment of which
well and truly to be made I bind myself my heirs
Executors and administrators firmly by these presents. Witness
my hand and Seal this tenth day of January AD 1855.

The Condition of the above obligation is such that whereas
the said Thomas A Buckland impleaded with said David
Clough, Mary Clough, Amos Whittlemore and David Stevens
did on the Tenth day of January AD 1855, in the Circuit Court
in and for the County and State aforesaid recover a certain
order and decree in Chancery dismissing a certain bill in
Chancery then pending in said Court wherein George Ross
is Complainant and said David Clough, Mary Clough
Thomas A Buckland, Amos Whittlemore and David Stevens
are defendants, from which said order and decree of said

Circuit Court. The said George Rose has prayed for and
obtained an appeal to the Supreme Court of the said State.

None of the said George Rose shall prosecute his said
appeal with effect and shall moreover pay the amount
of the ^{Judgment} Costs interest and damages rendered or to be rendered
against him in the said order and decree shall be affirmed
in the said Supreme Court. Then the above obligation to
be void otherwise to remain in full force and virtue.

Cyrus Sweet (Seal)

State of Illinois }
Bureau County W. } I Edward M Fisher Clerk of the
Circuit Court in and for said County
in the State aforesaid. do hereby Certify the foregoing Transcript
to be truly and fully copied from the Record & papers on
file in the above Entitled Cause.

In testimony whereof I have hereunto subscribed
my name and affixed the Seal of said
Court at Princeton in said County this 2^d
day of June A.D. 1855.

Edward M Fisher Clerk

Clerks fees

Copy Record	5.98
Cfft & Seal	35
	<u>6.33</u>
postage	18
	<u>\$6.51</u>

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George Rose
Thos. A. Buckland
Record

Filed June 14. 1855.
L. Seland Clk.

George Rase

Thomas A Buckland } Appeal from Reversal
impleaded &c

And now comes the said appellant & says that in the record and proceedings aforesaid and in the rendition of the Judgment aforesaid there is manifest error in this writ

1st The Court erred in sustaining the demurrer to the complainants bill.

2nd The Court erred in dismissing the complainants bill

3rd The Court erred in rendering the Judgment aforesaid in manner & form aforesaid

For which errors & others in said record Manifest he prays that said Judgment be reversed

Glover Hook

att'y for appellant

and now comes the the said defendant in error ^{impleaded &c} and says there is no error in the record and proceedings aforesaid, and in the rendition of the Judgment, as the said ^{aforesaid} plaintiff in error alleges. Wherefore the defendant in error prays that the said Judgment and decree may be affirmed &c

Milton J. Peters
att'y for T. A. Buckland

Georg Rose
vs
Thomas A Buckland
Assignment of errors

Filed June 30. 1855.
S. Ireland Clk.

13 November 477

Pleasant Point

~~45~~
George Rose
Thos. A. Buckland

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1856

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