

No. 13346

Supreme Court of Illinois

Bourland

vs.

Sickles et al

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 17.

Burland
vs.

Seales

13346

1861.

Bowland }

²⁴
Scribbled }

} I have sic for to shift
} Marshall County to next
} Term

Apr 23. 1839

W B Purple
off atty.

17/5/51

Bourcoul }
Silly }

Principe
for deifica

Filed Apr. 23. 1859.
L. Island Clerk.

SUPREME COURT.

APRIL TERM, 1859.

BENJAMIN L. T. BOURLAND, *Plff. in Error*
vs
WILLIAM SICKLES and
EDWARD SICKLES, *Defts. in Error*

Record.
pages 1-3.

On the 30th of September, A. D. 1852, the Plaintiff contracted to sell the Defendants the North-East Quarter of Section Twenty-Nine (29) in Township Twelve, (12) North, Range Eight (8) East in Marshall County, Illinois, and to make a Quit Claim Deed for the same, upon the payment of the sum of \$200.00,—as follows: \$50.00 on the 1st of January, 1853, and \$50.00 on the 1st day of January, A. D. 1854, 1855 and 1856, with interest. The contract contained the following conditions relating to the execution of the deed:

Record,
page 14.

On the 13th day of March, 1858, and before the commencement of the suit, the plaintiff tendered the defendants a deed for the land of the character, and containing the covenants in the contract mentioned, and demanded the purchase money and interest due by the terms of the contract.

Defendants refused to accept the deed or pay the money.

The declaration sets out the contract, and avers the tender of the deed, and demand of the money as before stated.

The defendants demurred to the declaration; the Court sustained the demurrer, and the plaintiffs abiding by the decision of the Court on the demurrer, judgment was rendered for the defendant.

Record.
pages 1-4 & 11.

The only Error assigned is, the decision of the Court on the Demurrer to the declaration.

N. H. PURPLE,
Plaintiff's Attorney.

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17
Bondman

vs

Sickles & al
Alonzo

Filed April 19. 1859
L. Leland
Clerk

STATE OF ILLINOIS,
SUPREME COURT,

The People of the State of Illinois,

To the Sheriff of the County of

Marshall

Greeting:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the Circuit Court of Peoria County, before the Judge thereof, between Benjamin L. L. Bourland ~

plaintiff, and William Sickles and Edward Sickles ~

defendant. s. it is said that manifest error hath intervened, to the injury of the said plaintiff

as we are informed by his complaints the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said William Sickles and Edward Sickles ~

that they ~ be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if they ~ shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said William Sickles and Edward Sickles

notice, together with this writ.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 26th day of March in the Year of Our Lord One Thousand Eight Hundred and Sixty One -

L. Leland

Clerk of the Supreme Court.

J. W. Rice Deputy

I have served the within writ by reading the same to the within named William Sickles and Edward Sickles on this 2^d day of April A.D. 1861

Sheriff's fees
 Service — 1.00
 mileage 1.40
 Return 1.00
 Sheriff's fees paid by Plaintiff \$2.50

R. S. Hester Sheriff Marshall Co.

17th St. Marshall

Benjamin D. S. Burnland

No. 18.

William Sickles et al

SCIRE FACIAS.

FILED April 16 A. D. 1861

J. S. Scales Clerk

N. H. Purpelle Attorney

Last day of service April 8th 1861

APRIL TERM, 1859.

Record,
pages 1-3.

Record,
page 3.

“And the said party of the first part, further covenants and agrees with the said party of the second part, that upon the faithful performance by the party of the second part of their undertaking in this behalf, and of the payment of principal and interest of the sum above mentioned, in the manner specified, he, the said party of the first part, shall and will, without delay, well and faithfully execute, acknowledge, and deliver in person or by attorney duly authorized, to the party of the second part, their heirs or assigns, a deed of conveyance of all their right, title and interest of the party of the first part of, in, and to the above described premises, with their appurtenances, with covenants of warranty against any act or thing done or suffered by the party of the first part.”

Record,
page 14.

On the 13th day of March, 1858, and before the commencement of the suit, the plaintiff tendered the defendants a deed for the land of the character, and containing the covenants in the contract mentioned, and demanded the purchase money and interest due by the terms of the contract.

Defendants refused to accept the deed or pay the money.

The declaration sets out the contract, and avers the tender of the deed, and demand of the money as before stated.

The defendants demurred to the declaration; the Court sustained the demurrer, and the plaintiffs abiding by the decision of the Court on the demurrer, judgment was rendered for the defendant.

Record.
pages 1-4 & 11.

The only Error assigned is, the decision of the Court on the Demurrer to the declaration.

N. H. PURPLE,
Plaintiff's Attorney.

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17-6
Benjamin L. J. Bouland
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vs
William Sieble et al

Abstract

Filed April 19, 1889

L. Leland
Clerk

STATE OF ILLINOIS, }
SUPREME COURT, ss.

The People of the State of Illinois,

To the Sheriff of the County of

Bureau

Greeting:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the Circuit Court of Peoria County, before the Judge thereof, between Benjamin L. T. Bourland

plaintiff, and William Sickles and Edward Sickles

defendants, it is said that manifest error hath intervened, to the injury of the said plaintiff

as we are informed by his complaints the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said William Sickles and Edward Sickles

that they be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said William Sickles and Edward Sickles

notice, together with this writ.

Witness, The Hon. John D. Eaton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 11th day of March in the Year of Our Lord One Thousand Eight Hundred and Sixty

L. Leland

Clerk of the Supreme Court.

J. D. Rice Deputy

Returned April 16th 1860 the within named
defendants not found in my county
D E Norton Sheriff the County
By S H Bristell
deputy

\$7 17

Benjamin & T. Howland

No.

William Scobles & Sons

SCIRE FACIAS.

FILED

April 16th A. D. 1860

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Clerk.

Retn

all



STATE OF ILLINOIS,
SUPREME COURT,

The People of the State of Illinois,

To the Sheriff of the County of

Stark

Greeting:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the Circuit Court of Peoria County, before the Judge thereof, between Benjamin L. J. Bourland

plaintiff, and William Sickles and Edward Sickles

defendant &c.; it is said that manifest error hath intervened, to the injury of the said plaintiff

as we are informed by his complaints the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said William Sickles and Edward Sickles

that they be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if they shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said William Sickles and Edward Sickles

notice, together with this writ.

Witness, The Hon. John D. Paton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 26th day of March in the Year of Our Lord One Thousand Eight Hundred and Sixty One.

L. Leand

Clerk of the Supreme Court.
J. P. Rice Deputy

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Benjamin L. S. Bounland

No. 37

PS.

William Sickles et al

SCIRE FACIAS.

FILED

April 26

A. D. 1861

L. Leland

Clerk.

Last day of Service
April 6th 1861
Nath. Purple Plff's atty

STATE OF ILLINOIS, } ss. The People of the State of Illinois,
SUPREME COURT,

To the Sheriff of the County of

Peoria Bureau

Greeting :

Because, In the record and proceedings, and also in the rendition of the judgment
of a plea which was in the *Circuit* Court of *Peoria*
County, before the Judge thereof, between *Benjamin L. Bourland*

plaintiff, and *William Sickles and Edward Sickles*

defendants, it is said that manifest error hath intervened, to the injury of the said
plaintiff

as we are informed by *his* complaint, the record
and proceedings of which said judgment we have caused to be brought into our Su-
preme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct
the errors in the same, in due form and manner, according to law; Therefore, We
Command You, That by good and lawful men of your County, you give notice to the said
William Sickles and Edward Sickles

that *they* be and appear before the Justices of our said Supreme Court, at the next
term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the
third Monday in April ~~next~~ ^{AD. 1859} to hear the records and proceedings aforesaid, and
the errors assigned, if *they* shall see fit; and further to do and receive what said
Court shall order in this behalf; and have you then there the names of those by whom
you shall give the said *William Sickles and Edward Sickles*
notice, together with this writ.

Witness, The Hon. JOHN D. CATON, Chief Justice
of our said Court, and the Seal thereof, at Ottawa,
this *Sixth* day of *April* in the
Year of Our Lord One Thousand Eight Hundred
and Fifty-nine.

L. Leland
Clerk of the Supreme Court
J. B. Rice Deputy

The within named defendants not found in my
County - April 23 1859

D. C. Boston Sheriff
Jas. & Whitgelley



Bourlons
vs 155
William Sackles and
Edward Sackles

Sci Jac

Ret 15

Filed Apr. 26. 1859.
L. Seland clk.

Page 1

Be it Remembered that heretofore to wit: on the twenty sixth day of May in the Year of our Lord one thousand eight hundred and fifty eight there was filed in the office of the Clerk of the Circuit Court in and for the County of Peoria in the State of Illinois a Declaration and precept in the words and figures following to wit:

Declaration

" Circuit Court Peoria County
November Term A.D. 1858

State of Illinois

Peoria County

Benjamin L. J. Bourland the Plaintiff
vs. William Sickle and Edward Sickle the defendant in this suit of a plea that the said defendants render unto the plaintiff the sum of two hundred dollars which they owe to and unjustly detain from him - For that whereas heretofore to wit on the 30th day of September A.D. 1852, to wit: at the County of Peoria aforesaid the said plaintiff and defendants made and entered into a certain Agreement in writing under their hands and Seals (and now to the Court shown) which said Agreement or Covenant in writing sealed with the Seals of said plaintiff and of said defendants was and is dated the said 30th day of September A.D. 1852 and is substantially in the words and figures following, to wit: Articles of Agreement Made and Concluded the thirtieth day of September in the year one thousand eight hundred & fifty two Between Benjamin L. J. Bourland of the City and County of Peoria and State of Illinois party of the first part and William and Edward Sickle of the County of Marshall State of Illinois parties of the second part, Witnesseth, that the party of the first part, at the

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request of the party of the second part, and in consideration of the Money to be paid, and the Covenants as herein expressed to be performed by the party of the second part (the prompt performance of which payments and Covenants being a condition precedent and time being the essence of said Condition,) hereby agree to sell to the said party of the second part, all that certain tract of land, situate in the County of Marshall in the State of Illinois, known and described as the North East quarter of Section number twenty nine (29) in Township number Twelve (12) North of the base line of range number Eight (8) East of the fourth principal meridian, containing one hundred and sixty acres more or less with the Privileges and appurtenances thereto belonging.

And the said party of the second part, in consideration of the Premises, hereby agrees to pay the said party of the first part his or their ^{executors} Administrators or assigns, at the office of Phelps & Bondland in the City of Peoria two hundred dollars as follows, viz: Fifty dollars on the first day of January 1853 and fifty dollars on the first day of January in each of the years 1854 1855 and 1856 with interest at the rate of six per cent. per annum, from the date hereof, to be paid Annually, on the first day of January in each year, on the whole sum from time to time remaining unpaid. And also that he will well and faithfully, in due season, pay or cause to be paid, all taxes and assessments, ordinary and extraordinary for any purpose whatever, levied or assessed upon the said premises or appurtenances, or any part thereof, subsequent to the year 1851. But in case the said party of the second part fail to pay any or all such taxes or assessments, upon said

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promises or appurtenances, or any part thereof, whenever and as soon as the same shall become due or payable, and the party of the first part shall pay from time to time, or at any time, any or all such taxes or assessments, or cause the same to be paid, the amount of any and all such payments so made by the party of the first part shall immediately thereupon become an additional consideration and payment to be made by the party of the second part hereunto, for the premises herein agreed to be conveyed.

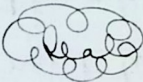
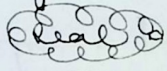
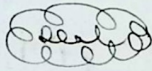
And the said party of the first part, further covenants and agrees with the said party of the second part, that upon the faithful performance by the party of the second part of their undertaking in this behalf, and of the payment of principal and interest of the sum above mentioned, in the manner specified, he, the said party of the first part, shall and will without delay, well and faithfully execute, acknowledged, and deliver in person, or by attorney duly authorized, to the party of the second part, their heirs or assigns, a deed of conveyance of all the right, title and interest of the party of the first part, of, in and to the above described premises, with their appurtenances, with covenants of warranty against any act or thing done or suffered by the party of the first part.

Provided always, and these presents are upon the express condition, that in case of the failure of the said party of the second part, their heirs, executors, administrators and assigns, in the performance of all or either of the covenants and promises on their part to be performed, the said party of the first part, or his legal representatives, shall have the right to declare this contract void, and thereupon to recover by distress, upon the premises, or otherwise, all the interest which shall have accrued upon this contract, as

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rent for use and occupation of said premises, and to take immediate possession thereof; to regard the person or persons, in possession, on such termination of the contract, as tenant or tenants holding over without permission, (if that should be necessary to regain the prompt possession of the premises,) and to recover all damages, sustained by such holding over without permission, or by means of any waste committed or suffered on the premises by destruction of timber or otherwise. In witness whereof the party of the first part by his attorney and the party of the second part, in their own proper person have hereunto respectively set their hands and seals, on the day and year first above written

Sealed and delivered
in presence of —

Benj. L. J. Bourland 
by Wm R. Phelps his attorney
Wm Lickles 
Edward Lickles 

And the Plaintiff avers that at all times since the making and sealing of said Agreement in writing he has been ready and willing and has offered to perform his part of said agreement well and faithfully by executing Acknowledging and tendering to said defendant a deed for the land in said Contract described according to the terms and conditions of said contract - to wit or the County of Peoria aforesaid

Yet the said defendants although often requested to do have not paid the said sum of two hundred dollars according to the terms and conditions of said Contract in writing or any part thereof

By Reason whereof an action hath accrued to the plaintiff to demand and receive of and from the said defendant said sum of two hundred dollars part and parcel of the said sum above demanded

5
Let though often requested to do the defendants have not paid
said sum of two hundred dollars nor any ~~part~~ part thereof - to the
damage of plaintiff of two hundred dollars and therefore he sues vs.

Purple & Pratt

Plffs Atty's "

Precipe for
Summons

" Benjamin L. J. Bowland }

vs
William Sickle

Edward Sickle

Circuit Court November Term

A.D. 1858 - Debt 200

Damages 200

Issue Summons to ~~Marshall~~ Marshall

County & oblige

Purple & Pratt,

Plffs attys."

Copy of instrument filed on is
set out in the declaration

Purple & Pratt

Plffs Atty's

And on the same day, to wit: on the twenty sixth day of May in
the Year of our Lord one thousand eight hundred and fifty eight
there was issued out of the office of the clerk of said court under the seal
thereof in said cause a Summons in the words and figures following
to wit:

Summons

" The People of the State of Illinois

To the Sheriff of Marshall County, Greeting:

We Command You to summon William Sickle Edward
Sickle if they may be found in your county, to appear before our
Circuit Court on the first day of the term thereof, to be held at Bond,

②

within and for the said County of Peoria, on the 3^d Monday of November next, then and there in our said Court, to answer unto Benjamin L. T. Bowland of a plea that they render unto him the sum of two hundred dollars which they owe and unjustly detain from him to his damage two hundred dollars as he says and make return of this writ with an endorsement of the time and manner of serving the same on or before the first day of the term of the said Court to be held as aforesaid.

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Witness Enoch P. Sloan, clerk of our said Court, and the Seal thereof, at Peoria, this 26th day of May in the Year of our Lord one thousand eight hundred and fifty eight,
Enoch P. Sloan, clerk,"

[Endorsed]

"I have served this writ by reading the same to the within named William and Edward Pickles Sept 25th 1858
H. L. Crane, Sheriff
of Marshall County, Illinois."

And on the same day, to wit: on the sixteenth day of November A.D. 1858 there was filed in the office of the clerk of said Court in said Cause the following demurrer in the words and figures following to wit:

"Benjamin L. T. Bowland
vs
William Pickles & Edward Pickles } In the Peoria C. C.
Nov. 5. 1858

And now comes the said defendants by their attorney & for plea say that the said declaration & the matters therein are insufficient in law for the plaintiff to have & maintain

his aforesaid action against him & this he is ready to verify, Wherefore
he prays judgment &c.

By Wead his atty."

Proceedings at a term of the Circuit Court begun and held at the
Court House in the City and County of Peoria, State of Illinois, on the
third Monday in the Month of November in the year of our Lord
One thousand eight hundred and fifty eight, it being the fifteenth
day of said month, Present. - E. N. Powell Judge of the six-
teenth Judicial Circuit in said State, Francis W. Smith Sheriff
and Enoch P. Sloan, Clerk, to wit:

Friday November 26th A. D. 1858

Benjamin L. Bourland

by

William Sickle

Edward Sickle

This day came the parties to this suit by their
respective attorneys, and this cause came on to be heard on defendants
demurer to plaintiffs declaration, and the Court not being fully
advised ^{in the premises}, took time to Consider.

This day came the parties to this suit by their
respective attorneys and the Court now having fully considered
the defendants demurer to plaintiffs declaration and being fully ad-
vised in the premises, is of opinion that said demurer is insufficient
in law to bar plaintiffs action. Therefore it is considered that the
said plaintiffs action shall not be barred by any thing in said demurer
contained. Rule on defendant to plead by Tuesday morning next.

8 And afterwards to wit: on the thirtieth day of November A.D. 1858 there was filed in the office of the clerk of said court in said cause the following the pleas of the defendant in the words and figures following, to wit:

Benjamin L. J. Bondland

vs
William Sickle &
Edward Sickle

In the Circuit Court of
Peoria County
Nov. 30, 1858.

1. And now come the said defendants and for plea say that the said plaintiff did not tender to them a deed for the land in said contract described according to the terms & conditions of said contract at the County of Peoria aforesaid as alleged in his declaration aforesaid & this he prays may be enquired of by the country
by Mead his atty.

2. And for further plea the said defendants come & say that the said plaintiff from having & maintaining his aforesaid action against them ought to be barred because they say that the said plaintiff at the time when said contract was made had no title title whatever to the land described in his aforesaid contract or agreement, nor has he since acquired any title thereto & this he is ready to verify &c.

By Mead his atty."

And afterwards to wit: on the thirty first day of November A.D. 1858 there was filed in the office of the clerk of said court in said cause the demurror of the plaintiff to the pleas of the defendant numbered 1 & 2 in the words & figures following, to wit:

9
"And the said plaintiff says that the said defendants pleas numbered 1 & 2. are not sufficient in law to preclude the said plaintiff from maintaining his action against the defendants, this he is ready to verify Wherefore he prays Judgment &c.

N. H. Purple
Plffs Atty."

Proceedings at a term of the Circuit Court began and held at the Court House in the City and County of Peoria, State of Illinois, on the third Monday in the ~~month~~ Month of November in the Year of our Lord one thousand eight hundred and fifty eight, it being the fifteenth day of said month.

Present, C. N. Powell Judge of the sixteenth judicial circuit in said State, Francis W. Smith, Sheriff and Enoch P. Sloan, clerk, to wit:

Wednesday December 1st A. D. 1858

Benjamin L. J. Bowland

vs

Debt.

William Sickle

Edward Sickle

This day this cause came on to be heard on demurrer of plaintiff to defendants 1st and 2nd pleas to declaration, and the Court having heard the argument of counsel and not being satisfied in the premises takes time to consider

10 Tuesday December 7th A.D. 1858
Benjamin L. J. Bondland

vs
William Pickles
Edward Pickles

Debt.

This day this cause again came on to be heard on plaintiff's demurrer to defendant's 1st and 2nd pleas, and the Court now being fully advised in the premises, do overrule said demurrer. Therefore it is considered that said 1st and 2^d pleas of defendant are sufficient in law to preclude the said plaintiff from maintaining his action against said defendants. And hereupon on motion of said defendant the said demurrer of said plaintiff is extended back to the declaration of the plaintiff, and the sufficiency of said declaration considered thereupon, and hereupon it is considered by the Court that the said declaration is insufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendant — and hereupon on motion of said plaintiff therefor leave is granted to him to amend his said declaration, which being done on motion of said defendant therefor, leave is granted him to file additional pleas to said declaration.

And on the same day to wit: on the seventh day of December A.D. 1858 there was filed in the office of the clerk of said Court in said cause an Amended declaration which is in the words and figures following, to wit:

Benj.^m L. J. Dowland

vs

Wm Lickles &
Edward Lickles

In C. Court Peoria Co.

The Plaintiff by leave of court amends his declaration in this cause and avers that on the 13th day of March A.D. 1858 and before the Commencement of this suit at the county of Peoria aforesaid he offered and tendered to the defendants a deed in due form of law according to the terms and conditions of said contract, which said deed was so offered and tendered before the Commencement of this suit, and the said plaintiffs bring now into court here the deed aforesaid & tenders and offers to deliver the same to the said defendants

N. H. Purple."

Proceedings at a term of the Circuit Court begun and held at the Court house in the City and County of Peoria, State of Illinois, on the third Monday in the Month of November in the Year of our Lord one thousand eight hundred and fifty eight, it being the fifteenth day of said month. Present E. M. Powell Judge of the sixteenth judicial Circuit in said State, Francis W. Smith Sheriff and Enoch P. Sloan, clerk, to wit:

Saturday December 11th A. D. 1858

Benjamin L. J. Dowland

vs

Debt.

William Lickles &
Edward Lickles

On Motion this cause is continued with leave to defendant to file additional pleas.

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And afterwards, to wit: on the eleventh day of March A. D. 1859
there was filed in the office of the clerk of said court in said cause
the demurrer of the defendants to the Amended declaration of the
Plaintiff in the words and figures following, to wit:

" B. L. J. Bondland

vs

William Lickles &

Edward Lickles

In the Peoria Circuit Court
March 5, 1859

And now Come the said defendants by
Mead their attorney and defends the wrong and injury where to,
and for plea to the amended declaration filed herein, say actio
non, because they say that the matters and things therein alleged
are insufficient in law for the said plaintiff to have and maintain
his aforesaid action against them and this they are ready to
verify, Wherefore they pray judgment &c

By Mead their attorney

And for Special Cause of demurrer the said defendants set forth
the following,

1st Said Amended declaration does not set forth or show
any cause of action whatever against said defendants.

2. If intended as an amendment it does not show where or
how the amendment is to be placed at the beginning middle or
end of said declaration

3, It is on a separate piece of paper disconnected with the
original Declaration and forms no part of it, nor is any place
named, where it is to be inserted in said original declaration.

4. It does not set forth or show the kind of deed which
was tendered to the defendant

5. The contents of the deed tendered are not set forth
 For which & other reasons apparent
 on the declaration defendants say said amended declaration
 is insufficient

By Read their atty."

Proceedings at a term of the circuit court began and held at the
 Court house in the City of Peoria, in and for the County of Peoria in the State of Illinois,
 on the first Monday of March in the year of our Lord one thousand eight hundred
 and fifty nine, it being the seventh day of said month. Present the Honorable
 Elisha H. Powell, judge of the 16th judicial circuit in the State of Illinois,
 John Bryner, Sheriff and Enoch P. Sloan, clerk, to wit:

Monday March 14th A.D. 1859

Benjamin L. J. Bowland

vs

Debt.

William Sickles &
 Edward Sickles,

This day this cause came on to be heard on the
 demurrer of the defendant to the plaintiffs amended declaration, and
 was argued by counsel, and the court being fully advised in the premises,
 are of opinion that the matters contained in the said amended declaration
 are not sufficient in law for the said plaintiff to maintain his said
 action against the said defendants, whereupon it is considered that
 the said demurrer be and the same is hereby sustained; and thereupon
 the said plaintiff abided by the decision of the court on said demurrer. Therefore it
 is considered that the said William Sickles and Edward Sickles have and recover of the
 said Benjamin L. J. Bowland their costs and charges by them about their defense
 in this behalf expended and that they have execution therefor.

14 And afterwards on the fifteenth day of March in the year of our Lord one thousand eight hundred and fifty nine there was filed in the office of the clerk of said ~~cause~~ court in said cause a deed in the words and figures following, to wit:

"This Indenture Made this twenty seventh day of February in the year of our Lord one thousand eight hundred and fifty eight Between Benjamin L. S. Bowland of the City and County of Peoria and State of Illinois and Julia P. his wife parties of the first part William Suckles and Edward Suckles of Marshall County in the State of Illinois parties of the second part, witnesses, that the said parties of the first part for and in consideration of the sum of two hundred dollars, lawful money of the United States of America, to them in hand paid by the said parties of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, have aliened, remised, released, conveyed and confirmed, and by these presents do alien, remise, release, convey and confirm, unto the said parties of the second part; and to their heirs and assigns forever. All that certain tract, piece or parcel of land, situate, lying and being in the County of Marshall and State of Illinois; Known and described as follows, to wit: The North East quarter of Section Twenty Nine (29) in Township Twelve (12) North of Range Eight (8) East of the fourth principal meridian containing one hundred and sixty acres more or less. Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining, and the reversion and reversions,

5
Remains and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, dower, right of dower, property, possession, claims and demand whatsoever as well in law as in equity, of the said parties of the first part, of, in and to the above described premises, and every part and parcel thereof with the appurtenances: To have and to hold all and singular the above mentioned and described premises, and every part and parcel thereof with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said Benjamin L. J. Bowland for himself and for his heirs, executors or administrators, doth hereby Covenant, promise and agree, to and with the said parties of the second part, their heirs and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing or things, whatsoever, whereby, or by means whereof, the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or encumbered, in any manner or way whatsoever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

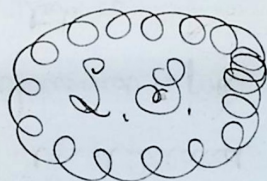
Signed, Read and
delivered in presence of,

B. L. J. Bowland
Julia P. Bowland

State of Illinois

City & County of Peoria. On this first day of March A.D. 1858 before me Henry S. Young a Notary Public, in and for said City came Benjamin L. J. Bowland and Julia P. Bowland who to me are well known to be the same persons described in and who executed the within and foregoing deed of conveyance and severally acknowledged the same to be their act and deed for the uses and purposes therein set forth. And Julia P. wife of said Benjamin L. J. Bowland on an examination by me separate and

10 Apart from her said husband and the true intent and meaning of the within deed being by me explained and fully made known declared that she had executed said deed and relinquished her dower to the lands and tenements therein mentioned freely, voluntarily and without fear or compulsion of her said husband and does not wish to retract.



In witness whereof, I have hereunto set my hand and seal Notarial the day and year last aforesaid
Henry G. Young
Notary Public. //

"B. L. J. Bowland }

vs
M^{rs} Pickles and }

In the Peoria Circuit Court

March 5, 1859

It is agreed by the parties in this suit that Charles Stone tendered the within deed to William Pickles about the 10th day of March A.D. 1858 at the request of Plaintiff, and demanded of him the money on his contract, but did not have the contract with him. That said Pickles declined paying.

H. H. Mead for debt
B. L. J. Bowland. "

And afterwards, to wit: on the sixteenth day of March in the year of our Lord one thousand eight hundred and fifty nine there was filed in the Office of the Clerk of said Court in said Cause a Bill of Exceptions in the words following, to wit:

17
Benjamin L. J. Bowland

vs
William Pickles &
Edward Pickles

Debt

In the Circuit Court of Peoria County.

Be it remembered that that on this day this cause came on to be heard upon the demur to the plaintiffs amended declaration and the Court (now here being fully advised in the premises doth order and adjudge that the said demur be sustained and the said plaintiff then and there abide by ^{the decision of the court on the} demur and requested the court to seal this bill of exceptions which is done.

E. N. Powell Seal

State of Illinois
County of Peoria

I, Enoch P. Sloan clerk of the circuit court in and for the county of Peoria in the State of Illinois do hereby certify that the foregoing is a true and correct Transcript from the records and files of my office in a certain cause entitled Benjamin L. J. Bowland against William Pickles and Edward Pickles

In witness whereof, I hereto set my hand and affix the seal of said court at office this twenty third day of March A.D. 1859. Enoch P. Sloan, clerk

And now Court the Plaintiff in Error
and say that in the record and
proceedings and in the rendition of
the Judgment in this cause there is
Error in this to wit

Said Circuit Court Error in sus-
taining the Demurrer to the Plaintiff's
Declaration in said cause

Wherefore the pray that said Judg-
ment may be reversed &c

R. C. Supt
Att'y
&c.

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17 Boinleuth }
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Pierlis - }

Records

Filed April 6 1859
L. Leland
Clerk

