

12192

No. _____

Supreme Court of Illinois

Bourland

vs.

Morrison, et al

Be it remembered, that heretofore, to wit, on the ninth day of August in the year of our Lord one thousand eight hundred and forty nine, there was filed in the office of the clerk of the circuit court in and for Peoria County in the State of Illinois a Bill of complaint in the words and figures following, to wit,

Bill

To the Hon. Theophilus L. Dickey judge of the 9th Judicial circuit of the state of Illinois and presiding judge of the circuit court of Peoria county in chancery setting

Your orator Benjamin

L. F. Bourland humbly sheweth unto your honor that on the second day of May A.D. 1826 the county of Peoria was possessed of a certain tract of land situate in said county known as the North East fractional quarter of section nine in township eight North Range Eight east of the fourth principal Meridian, upon which said tract of land the seat of justice of said county had before that time and then was, and afterwards continued to be located agreeably to law; that on the day aforesaid the county commissioners court of said county being desirous of laying out a town on said land to be called the town of Peoria did at a special term of said court held in said county on the day and year aforesaid pass an order of said court and cause the same to be entered of record in the records of said court in substance as follows to wit: Ordered that the town of Peoria be surveyed that the streets all run parallel with the river, the front street shall remain the same width it now is, and all the other streets shall be one hundred feet wide that the blocks remain the same size they now are, each full lot to be seventy two feet front and one hundred and eighty feet deep, that each full block shall contain ten lots and that William Holland be authorised to employ suitable persons to complete the same under his superintendence as it appears of record now remaining in said court a copy of which

order is herewith filed as an exhibit and marked (A).

On the same day to wit the 2nd day of May A.D. 1826 at a special term of said Court then held in said county the said county Commissioners court made an order of said Court in substance as follows to wit: Ordered that the clerk of this Court be authorised to advertise a sale of lots in the town of Peoria on the 10th day of July next and that the terms of sale be as follows ten per cent cash the residue in six twelve & eighteen months, which last mentioned order yet remains of record in said court as appears by the record of said court and a copy the last mentioned order is herewith filed as an exhibit and is marked (B)

Your orator further sheweth unto your honor that in pursuance of the order of said court first above mentioned the said William Holland by virtue of power in him vested by said order did employ one William S Hamilton as a suitable person to resurvey said town of Peoria and the said William S Hamilton in virtue thereof did before the 10th day of July A.D. 1826 resurvey under the superintendence of said William Holland said town of Peoria as in the said order the same was to be resurveyed. By means whereof the said county of Peoria became and there was indebted to said William S Hamilton in the sum of fifty eight dollars & seventy five cents for his services in making said resurvey and the said county being so indebted promised to pay him said sum of money.

Your orator further sheweth unto your honor, that at a special term of said court held on the eighth day of July A.D. 1826 in said county said court passed an order of said court which is in substance as follows: Ordered that the following be the terms of sale of lots in the town of Peoria at the sale on the 10th day of July A.D. 1826 to wit purchasers to pay ten per cent down and the balance in three equal payments at six twelve and eighteen months and give notes - purchasers who do not comply with the above conditions will make themselves liable for the ten per cent on such lot or lots

as they bid off as a forfeiture without any claim on the lot or lots
county orders will be received for any part or the whole of the purchase
money. No title will be given until the terms of sale are complied
with and the patent received, which last mentioned order yet re-
mains of record in said county commissioners court a copy of which
order is herewith filed as an exhibit and is marked (C)

And your orator further sheweth that the said William
S. Hamilton and the said county commissioners court on the 10th
day of July A.D. 1826 agreed that said Hamilton should have two
lots in said town of Peoria for his services in resurveying said town
as above set forth, which agreement the said county commissioners ^{court}
at a special term thereof held in said county on the 12th day of
July A.D. 1826 caused to be entered on the records of said court
and said entry is in substance as follows No 67 Ordered that
the treasurer pay William S. Hamilton fifty eight Dollars & seventy
five cents for surveying the town of Peoria for which he has agreed
to take two town lots, which last mentioned order yet remains of
record in said court as it appears of record and a copy of which
last mentioned order is herewith filed as an exhibit and is mark-
ed (D)

And your orator further sheweth unto your honor
that at a special term of said county commissioners court held
in said county on the 12th day of July A.D. 1826 the said court
caused to be entered on their records a list of the lots in the town
of Peoria sold at the public sale on the 10th day of the same month
of July & subsequent days; by which entry so made of record it
appears that amongst others the said William S. Hamilton did
purchase at said sale lots eight & nine in Block one in said
town for the sum of fifty eight Dollars and seventy five cents
And your orator avers that in point of fact the said William
S. Hamilton did bid off the said two lots at said sale for the
sum of fifty eight Dollars & seventy five cents in payment for
that sum which said county owed him as aforesaid, and that

the orders of court and entries on the record aforesaid sufficiently show that fact and are notice thereof to all subsequent purchasers. Your orator also shows that since the said town of Peoria was laid out as aforesaid the same has been incorporated as a city by an act of the legislature and is now called the city of Peoria.

Your orator further sheweth that the said county commissioners have never made a deed or deeds for the said lots eight and nine in block one aforesaid to said Hamilton or your orator but on the contrary thereof did on or about the second day of May A.D. 1832 sell the same lots to one George Morton for the sum of two hundred Dollars although the said lots were at that time worth the sum of one thousand Dollars. And the said county commissioners of Peoria county having received a patent for said fractional quarter section of land from the United States did on the seventh day of March A.D. 1835 make a deed of conveyance in fee simple to the said George Morton for the said two lots eight and nine in Block one, at which last mentioned day the said two lots were worth fifteen hundred Dollars.

Your orator further sheweth that before said deed was made to wit on the 2nd day of December A.D. 1833 the sale of said lots aforesaid to the said George Morton was rescinded by said county commissioners court as appears by their order of record in said court a copy of which is herewith filed as an exhibit & mark (E) and the order of said court last aforesaid was rescinded by an order of said court entered of record on the 4th day of June A.D. 1834 as it appears of record a copy of which last mentioned order is herewith filed as an exhibit and is marked (F) at which last mentioned day the said lots were worth fifteen hundred Dollars. And your orator makes all of the said records orders and entries above mentioned and set forth as filed herewith by way of exhibits a part of this his bill of complaint.

And your orator further shows that the said William S. Hamilton never demanded a deed from the said county commissioners for the said lots that such demand after their sale and conveyance to said Morton aforesaid would have been wholly unavailing and useless for the reason that they could not have made him any title to said lots after their said conveyance to said Morton.

And your orator further shows that afterwards on the 1st day of March A.D. 1837 the said George Morton by his deed duly executed conveyed ~~conveyed~~ the whole of the said lot No eight in Block No one to William Morrison then of St Louis Missouri; and on the 15th day of March A.D. 1836 the said Morton by his deed duly executed conveyed an equal undivided half of said lot No nine in Block No one to Joseph C. Lavielle. And on the 15 day of March A.D. 1836 the said Lavielle & Morton & Margaret the wife of said Morton by their deed duly executed conveyed said undivided half of lot nine to Andrew Miller & Stephen Greggs. And on the 8th day of March A.D. 1836 the said Morton & wife by their deed duly executed conveyed an equal undivided half of said lot No nine to Peter W. Livingston and Aaron Corey.

And on the 29th day of March A.D. 1838 the said Aaron Corey by deed duly executed conveyed an undivided fourth part of said lot nine to Alfred Cowles in trust for Amelia Brown, Ebenezer Kimball, Henry Swatzer, William Swatzer James Leeds & Co and Cory Warback & Co - your orator is ignorant of the names of the other partners of said firms, but when discovered he prays that they may be made parties to this bill. And on the 19th day of September A.D. 1839 the said Peter W. Livingston by his deed duly executed mortgaged an undivided fourth part of said lot nine to Stephen Greggs for for four hundred and twenty two Dollars three cents & interest. And on the 4th day of September A.D. 1838 the said Peter W. Livingston by deed duly executed mortgaged an undivided one fourth part

of said lot nine to Henry Wood for the sum of six hundred Dollars. And also on the 4th day of June A.D. 1841 the said Andrew Miller & Rebecca his wife by deed duly executed mortgaged and undivided one fourth part of said lot nine to one Samuel Wade for the sum of \$711.59.

And your orator avers that none of the said deeds are in his power to produce; the defendants who may be in possession of said deeds or any of them are hereby notified to produce the same or your orator will on the trial of this cause read copies of said deeds as of record in the recorder's office of Peoria county.

And your orator further sheweth, that on the thirtieth day of April A.D. 1849 the said William S. Hamilton by deed duly executed conveyed to your orator all his right and title to said lots eight & nine in block one in the town now city of Peoria whereby your orator has become possessed of and entitled to all the rights legal or equitable of the said Hamilton to said lots as against any of the persons or parties herein before mentioned a copy of deed is herewith filed & made (G) as an exhibit.

And your orator charges that some or all of the persons above named hold the said lots or some part of them in trust for him he having the oldest equitable title and they being subsequent purchasers with notice of his equity and that they have failed to make a deed or deeds either to the said Hamilton or to your orator for said lots or any part thereof as in equity & good conscience they ought to do; and also the said county of Peoria has failed to pay to said Hamilton or to your orator either the value of said lots at the time they were sold by said County commissioners to said Morton or the value of said lots at the time at the time said county commissioners conveyed said lots to said Morton by deed as aforesaid or the value of said lots at this time; nor have they ever paid or repaid said Hamilton or your orator any thing on account of the sale of said lots.

to him said Hamilton. All which actings and doings are contrary to equity and good conscience, wherefore your orator prays that the said William Morrison, Andrew Miller, Stephen Griggs, Peter W. Livingston, Aaron Corey, Alfred Cowles, Amelia Brown, Ebenezer Kimball, Henry Swatzen, William Swatzen, James Seidman & Co, Corey Harback & Co Henry Wood & the County of Peoria, William S. Hamilton may be made defendants to this his bill of complaint, that process of subpoena may be issued directed &c and that said defendants may be compelled to answer this his bill of complaint tho. not on oath, which is hereby waived in as full complete and satisfactory a manner as if all the matters herein before set forth, were now repeated again by way of interrogatory.

That the said defendants Morrison Miller Griggs Livingston Corey Cowles & Wood may severally be decreed to convey to your orator all their right and title to said lots or either of them as above set forth, that the trusts aforesaid in the deed to Alfred Cowles may be annulled and set aside and if such specific relief as is above prayed or any other consistent with equity and good conscience cannot be granted as against said defendants last named your orator then prays that the said County of Peoria may be compelled to pay him the full value of the said lots in money. And your orator prays for such other and further relief in the premises as may be according to equity and good conscience and as in duty bound your orator will ever pray &c.

Thomas Ford complt Solicitor. Benj. L. F. Bowland complt.

Attached to the first page of said Bill of complaint is an amendment thereto which is in the words and figures following, to wit,

Benjamin L. Bourland
vs.
William Morrison & others

Amendment to bill filed July 9 1855
To be inserted after this

James Galt, clerk

The said County of Peoria having acquired title and right to the same by prescription under and by virtue of a certain Act of Congress entitled "An act granting to the counties or parishes of each state and territory of the United States in which the public lands are situated the right of Preemption to quarter sections of land for seats of Justice within the same,"

Approved May 26 1824

And having previous to that time located and established thereon the County Seat of Peoria County.

The defendants in said cause admit that the statements in the above amendment are true

Manning & Merriman
Sols for defts

And on the same ninth day of August A.D. 1849 there was filed in said clerk's office a precept in the words and figures following, to wit,

precept =

State of Illinois } Circuit Court
Peoria County } Oct Term 1849

Benjamin L. T. Bourland } In Chancery
vs.

William Morrison, Andrew Miller, Stephen Griggs
Peter W. Livingston Andrew Corey, Alfred Cowles,
Amelia Brown, Ebenezer Kimball, Henry Swatzer, William
Swatzer James Leeds Junr & Co, Corey Warback & Co,

Henry Wood; the County of Peoria and William S. Hamilton)

The clerk will please issue a subpoena in chancery for all the above named defendants directed to the Shff. of Peoria County. ^{for Alfred Cowles directed to Cook County a subpoena against} Also a subpoena against Andrew Miller directed to the coroner of Madison County and also a subpoena for Stephen Griggs Peter W. Livingston Andrew Corey Amelia Brown Ebenezer Kimball Henry Swatzer, ^{William Swatzer} James Leeds Junr & Co, Corey Harback & Co and Henry Wood directed to the Sheriff Madison County

Thomas Ford solicitor
for Complainant.

Thereupon the clerk of said Court issued a summons to the Sheriff of said Peoria County, which with the return of said Sheriff, thereon endorsed is as follows, to wit,

Summons to Peoria:

The People of the State of Illinois

To the Sheriff of Peoria County, greeting

We command you to summon William Morrison, Andrew Miller, Stephen Griggs, Peter W. Livingston, Andrew Corey, Alfred Cowles, Amelia Brown, Ebenezer Kimball, Henry Swatzer, William Swatzer, James Leeds junr & Co., Corey Harback & Co, Henry Wood, The County of Peoria and William S. Hamilton, 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 Peoria within and for the said County of Peoria on the third Monday of October next then and there, in our said court to answer the matters and things contained in a certain Bill of complaint exhibited against them in our said court on the chancery side thereof by Benjamin L. T. Bowland 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. *(Seal)* Witness, Jacob Gale, Clerk of our said Court and the seal thereof at Peoria this ninth day of August in the year of our Lord one thousand eight hundred and forty nine.

Jacob Gale, Clerk

Return - State of Illinois } Served the within writ by delivering a
County of Peoria } copy of the same to the said William S
Hamilton and William Mitchell, clerk of the County Commission-
ers Court of Peoria County Oct. 3^d 1849 the other defendants not
to be found in my county. William Conipher Shiff. P. C.

And said Clerk also issued a summons in said cause to the Sheriff of Madison County, which with his return ~~as thereon~~ endorsed is as follows, to wit:

Summons to Madison

The People of the State of Illinois

To the Sheriff of Madison County Greeting
We command you to summon Stephen Griggs, Peter W. Livingston,
Andrew Cory, Amelia Brown, Ebenezer Kimball, Henry Swatzer,
William Swatzer, James Leeds junr. & Co, Corey Harback & Co
and Henry Wood, if they may be found in your County, to
appear before our Circuit Court on the first day of the term
thereof, ^{within and for the said County of Peoria} to be held at Peoria, on the third Monday of October
next, there and there, in our said Court to answer the matters
and things contained in a certain bill of complaint exhibited
against them and Alfred Crookes, Andrew Miller, William
Morrison and William S. Hamilton and the county of Peoria
in our said Court on the chancery side thereof by Benjamin
L. T. Bourland - 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. *(Seal)* Witness, Jacob Gale, Clerk of

our said Court and the seal thereof at Peoria this ninth day
of August in the year of our Lord one thousand eight hundred
and forty nine Jacob Gale Clerk

[Endorsed]

return - I have duly executed this writ by reading and giving Henry
C. Swatzer one of the within named defendants a true
copy of the same as I am within commanded.

Andrew Miller Shff of Madison County Ills.

By C. A. Murray Deputy

The other within named Defendts. are no residents of my County
and not to be found. A. Miller Shff. By C. A. Murray Dpt.

And said Clerk issued a summons in said cause to the Coroner
of Madison County which with his return as thereon endorsed
is as follows, to wit:

Summons to Coroner -

The People of the State of Illinois

To the Coroner of Madison County, Greeting

We command you to summon Andrew Miller if he may be
found in your County, to appear before our Circuit Court on
the first day of the term thereof, to be held at Peoria, within
and for the said County of Peoria, on the third Monday of
October next, then and there in our said Court to answer the
matters and things contained in a certain bill of complaint
exhibited against him and William Morrison, Stephen Griggs,
Peter W. Livingston, Andrew Corey, Amelia Brown, Ebenezer
Kimball, Henry Swatzer, William Swatzer, Alfred Cowles, James
Leeds junr. & Co. Carey Horback & Co, Henry Wood, the County
of Peoria and William S. Hamilton in our said Court on the
Chancery side thereof, by Benjamin L. T. Bourland, 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.

Deal Witness Jacob Gale, Clerk of our said Court and he seal
thereof at Peoria this ninth day of August in the year of our
Lord one thousand eight hundred and forty nine

Jacob Gale Clerk

[Endorsed]

return =

I have executed this writ by delivering a true copy thereof to
Andrew Miller on the 20th day of August 1849. The other
defendants not found in my county. William Gillo
Coroner Madison County Ills.

And said clerk issued a summons in said cause to the Sheriff
of Cook County, which with his return as thereon endorsed
is as follows, to wit,

Summons to Cook-

The People of the State of Illinois

To the Sheriff of Cook County Greeting.

We command you to summon Alfred Croles if he may
be found in your County, to appear before our Circuit Court
on the first day of the term thereof to be held at Peoria within
and for the said County of Peoria, on the third Monday of
October next, then and there in our said Court to answer the
matters and things contained in a certain Bill of complaint
exhibited against him and William Morrison, Andrew Miller,
Stephen Briggs, Peter W. Livingston, Andrew Corey, Amelia
Brown, Ebenezer Kimball, Henry Swatzer, William Swatzer,
James Leeds junr. & Co, Corey Harback & Co, Henry Wood, The
County of Peoria and William S. Hamilton in our said court
on the Chancery side thereof by Benjamin L. F. Bourland, 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.

Seal Witness Jacob Gale, Clerk of our said Court and the seal thereof at Peoria, this ninth day of August in the year of our Lord one thousand eight hundred and forty nine

Jacob Gale Clerk

[Endorse]

return-

Cook County fs. I, Isaac Cook Sheriff of said County do hereby certify & return, that I have executed the within summons by reading same to the deft. Alfred Cowles & at the same time delivering to him a true copy thereof on the 14th August 1849. Chicago Aug. 31. 1849 I. Cook Shff.

J. W. Pendry Depty.

And on the same ninth day of August A.D. 1849 there was filed in said cause an affidavit which is in the words and figures following, to wit:

afft of non-res.

State of Illinois } fs Circuit Court
Peoria County } Oct. Term 1849

Benj. L. T. Bourland vs. } In Chancery
William Morrison et al }

Thomas Ford solicitor for said Complainant being duly sworn on his oath says, that William Morrison & William A. Hamilton who are defendants to the foregoing bill are non residents of the state of Illinois, as he the said Ford has been credibly informed and verily believes.

Thomas Ford

Subscribed & sworn to before me at Peoria this 9th day of August A.D. 1849 Jacob Gale Clerk

And afterwards there was filed in said cause a certificate of the publication of an advertisement of the pendancy of this suit, which is in the words and figures following to wit:

advertisement -

State of Illinois } In the Circuit Court, October Term
Peoria County } A.D. 1849. Benjamin L.T. Bourland,
complainant vs. William Morrison, Andrew Miller, Stephen
Griggs, Peter W. Livingston, Andrew Corey, Alfred Cowles,
Annelia Brown, Ebenezer Kimball, Henry Swatzer, William
Swatzer, James Lusk Jr. & Co, Corey Harback & Co, Henry
Wood, the County of Peoria and William S. Hamilton.

Notice is hereby given to the said William Morrison and
William S. Hamilton, that a suit is now pending in the
Circuit Court in and for Peoria County in the State of Illinois
on the Chancery side thereof in favor of the above named com-
plainant and against the above named defendants, that
summons therein has been duly issued returnable to the
next term of said Court, to be held at the Court house in
the city of Peoria in said County on the third Monday of
October next. Now unless you the said William Morrison
and William S. Hamilton shall appear before the said
Court on the first day of the next term thereof to be held
as aforesaid, and plead answer or demurr to said complain-
ant's bill the matters and things therein contained will
be taken for confessed against you, and a decree entered by
said Court according to the prayer thereof. Dated at Peoria
this ninth day of August A.D. 1849. Jacob Gale Clerk
Thomas Ford Solr. for Complt.

attached certificate.

I, Washington Cockle, printer and publisher of the Peoria
Democratic Press, a newspaper printed and published in
Peoria, Peoria County, Illinois, hereby certify, that the annexed
advertisement has been published four weeks successively
in the paper aforesaid, the date of the first publication of
said advertisement being fifteenth August 1849 and of the
fourth being Sept 5th 1849. Given under my hand and

and this twentieth day of October 1849. Washington Cockle.

And afterwards on the twenty seventh day of February A.D. 1852, there was filed in said cause an affidavit in the words and figures following, to wit.

2nd afft of non-res.

State of Illinois } Circuit Court Peoria County
Peoria County } March term A.D. 1852.

Benjamin L.T. Bourland vs. William Morrison et al.

This day came before me the undersigned clerk of said Court the above named Benjamin L.T. Bourland, who being duly sworn says Stephen Griggs, Peter W. Livingston, Aaron Corey Amelia Brown, Ebenezer Kimball, William Swatzer James Leeds Junior & Co, Corey Harback & Co & Henry Wood he verily believes to be non residents of the State of Illinois for on due inquiry they cannot be found and further saith not

Ben. L.T. Bourland

Subscribed & sworn to before me this 27th day of Feby
A.D. 1852

Jacob Gale clerk

Proceedings in Chancery before the Circuit Court begun and held in the city of Peoria in and for the County of Peoria in the State of Illinois on the second Monday of May in the year of our Lord one thousand eight hundred and fifty three it being the ninth day of said month. Present the Honourable Onslow Peters, Judge of the sixteenth Judicial Circuit in the State of Illinois to wit.

Wednesday May 11th A.D. 1853

Benjamin L.T. Bourland vs. William Morrison and others

For conveyance of land &c.

On motion of the Complainant by N. H. Purple his solicitor
It is ordered that the defendants answer the Complainants
Bill by a week from next Monday morning.

And afterwards the said County of Peoria, William Morrison, George
Morton and Stephen Griggs filed their separate answers to said Bill
of Complaint, which are respectively in the words & figures following to wit,

Answer of County
of Peoria }

Benjamin L. T. Bourland vs. } Peoria Circuit Court
The County of Peoria and others } In Chancery

The separate answer of the County of Peoria to said Bill
of complaint of said Bourland complainant.

Said respondent saving and reserving to itself all & all
manner of exception that can or may be had or taken to
the many errors uncertainties & imperfections in said bill
contained for answer thereto or unto so much or such parts
thereof as respondent is advised is or are material to be
answered unto answering says. That said County was
possessed of said quarter section of land and upon which
the seat of Justice of said County had been located as al-
leged and that the various orders referred to in said Bill
and in relation to the laying out of said quarter section
into lots and the sale of said lots eight & nine in block
No. One in said town now city of Peoria are herewith
filed and made part of this answer and marked Exhibit
No 1 & said Exhibit being a duly certified copy of such
orders and proceedings of said County Commissioners
Court and of the whole proceedings in relation to or
that have a bearing on the sale of said lots either to
said Hamilton or said Morton

Respondent denies that there was any specific agreement
between said Court & said Hamilton as to those lots No eight

& nine than appears in said exhibit. and insists that said Hamilton should in some manner have complied with the terms of the sale thereof to him and taken a Bond for a deed or some instrument of writing as evidence of such sale which was not done and at the time of the sale and conveyance of said lots to said Morton said County had no notice of any valid sale of those specific lots to said Hamilton or that he claimed any right thereto by virtue of such purchase - he not in any manner complied with the terms of sale, presented any certificate or order to the treasury or in any other manner completed the sale. And respondent denies that it appears of record in said Court that said Hamilton received the said lots for the sum due him from said County & manner & form as alleged. Although he might so have designed perhaps (of this respondent has no information) but such design was never made known to said County Commissioners Court in any manner whatever. Respondent denies that the said lots at the time of the said sale to said Morton or at the various times alleged in said Bill were of the value alleged in said Bill and insists that said Morton paid the then full value of the lots at the time of his said purchase. Respondent says that the said Hamilton or complainant if he had any right to the said lots, it as well as all claim to said \$58.75 is barred by lapse of time, more than twenty years having elapsed since the said alleged sale to him and the accruing of said claim. Respondent knows nothing of the pretended sale or conveyance by said Hamilton to said Complainant. Respondent insists that said debt from said County to said Hamilton if any exists or ever did exist is not assignable and Complainant has no right to sue therefor in his own name and that no decree can be rendered.

against said County therefor. Respondent further insists that said Bill is insufficient in law and prays that it may have the same benefit of this defense as if respondent had demurred to said Bill. And now having fully answered respondent prays to be hence dismissed with its costs & charges. H. C. & A. S. Merriam
Sol^r for The County of Peoria

Answer of
William Morrison

Benjamin S. T. Bourland vs. } Peoria County Circuit Court
William Morrison, the County } March term 1850
of Peoria & al } In Chancery

The separate answer of William Morrison one of said defendants to the Bill of Complaint of said Bourland complainant. This Respondent saving & reserving to himself all and all manner of benefit & advantage that can or may be had or taken to the many errors uncertainties and imperfections in said Bill contained for answer thereto or unto so much or such parts thereof as respondent is or are advised is or are material or necessary for him to make answer unto, answering says.

That he knows nothing except from the statements in said Bill in relation to the various orders of the County Commissioners Court, and as the alleged copy said to be filed is not filed he can neither admit nor deny the same, and calls for the proof. And respondent denies that said Hamilton was employed to or did resurvey said town of Peoria under the direction of said Holland as alleged, and respondent denies any knowledge of any indebtedness to said Hamilton as alleged, and respondent has no knowledge of any agreement on the part of the County of Peoria to allow William S. Hamilton two lots as alleged for his resurveying the town of Peoria, and denies that said agreement anywhere appears of record in the said County Commissioners Court or was

ever made, and respondent denies that it appears or was entered
 of record in said Court that said lots in said Bill described
 were sold at the time and in manner and form alleged in
 said bill to said William S. Hamilton. Respondent denies
 that so far as he has any knowledge the said William S.
 Hamilton did "in point of fact bid off the said two lots
 at said sale for the sum of \$58.75 in payment for that
 sum which the said County owed him" as alleged and calls
 for proof. And respondent positively denies that the orders
 of the Court and entries on the record as alleged in said bill
 sufficiently show that fact or any such agreement or that
 they are notice thereof to any subsequent purchasers.
 And respondent denies notice of any of the matters in said
 Bill alleged except the said sale to said Morton and from
 him to respondent. Respondent admits that the said
 town has been incorporated & is now the city of Peoria and
 that the County Commissioners of said County never made
 a deed of said lots eight & nine in Block No. one (1) to said
 Hamilton or complainant and that the said County Com-
 missioners did sell the same lots to George Morton as al-
 leged on or about the 2nd day of May A.D. 1832 for sum
 of two hundred dollars and he received a bond for a deed there-
 for a copy of which is herewith filed marked "A", and made
 part of this answer which bond also includes several other
 lots, and denies that said lots then were worth \$1000 or more
 than said Morton paid therefor. And respondent admits
 that the said County received a patent from the United
 States on the day of A.D. 183 and on
 the 7th day of March A.D. 1835 conveyed the same to said
 George Morton as alleged. Respondent further answering
 says that he knows nothing about the pretended order of
 said County Commissioners Court rescinding said sale
 to said Morton except from hearsay, but says if so, the

said order had no connexion with the pretended claim of said Hamilton nor was the same in consequence of any transaction with said Hamilton, but upon a supposition that the said Bond held by said Morton was forfeited for some default in him which the said County Commissioners Court afterwards found out not to be the case and said order rescinded and said sale affirmed as alleged in said bill. Respondent denies that at the time of the execution of said deed to said Morton that said lots were worth \$1500, or the title thereof or that they were worth any such sum at any time alleged in said Bill.

Respondent insists that said Hamilton should long since or his assignee have taken steps to have perfected their title to said lots, if he had any, and before said Morton sold the same to innocent purchasers and before the same were conveyed to said Morton and not thus long have lain by and suffering others to be injured by his negligence and his pretended claim is barred by lapse of time.

Respondent does not know nor can he admit or deny that said Hamilton never called for a deed of said lots and supposes he abandoned all claim to them but denies that the County Commissioners could not make a deed to said Hamilton previous to giving deed to said Morton if said Hamilton had a right thereto.

Respondent admits that on the 1st day of March A.D. 1837 said Morton conveyed to respondent said lot No. eight and a copy of which deed is hereto attached and made part hereof. Respondent knows nothing of any of the other conveyances mentioned in said Bill nor of the said pretended conveyance of said Hamilton to complainant, and of these matters requires proof.

Respondent denies that he holds the legal title to any part of said lots for said complainant, or that complainant has the eldest equity or any equitable title whatever to said lots as against the said purchasers and particularly respondent

nor whether the County of Georgia ever paid said Hamilton the value of said lots or their \$58.75 and of all these matters requires proof.

and denies all notice of any such equity or any transaction whatever between said Hamilton and said County of Peoria concerning said lots. Respondent further states that at all sales made by the said County of lots in said town they gave to the purchasers a bond for a deed upon the fulfilment of the terms of sale, and the law had established a recorder's office for such Documents to be recorded in and nothing appeared on said record of any sale to said Hamilton of said lot No eight, and that at the time stated in said Bill said County was not possessed of said tract of land as therein alleged. And respondent further says that the matters and things stated and set forth in said Bill are insufficient in law and respondent was not bound, ^{in law to answer the same} and prays that he may have the same benefit of this defense as if he had demurred thereto. And now having fully answered prays to be hence dismissed with his costs and charges.

Wm Morrison

per H. O. A. S. Merriman his solr.

* Respondent admits that said County was possessed of said fractional quarter section, that the County Commissioners laid out said town of Peoria as alleged in said bill.

Answer of
George Morton

Benjamin L. T. Bourland vs. } Peoria Circuit Court
George Morton impleaded with } In Chancery
Wm Morrison & al }

The separate answer of George Morton to said Bill of complaint of Benjamin L. T. Bourland, Complainant.

This respondent saving & reserving to himself all and all manner of exception that can or may be had or taken to the many errors & uncertainties in said bill contained for answer thereto or unto so much or such parts thereof as respondent is advised is or are material or necessary for him to make

answer unto answering says. That he admits the allegations in said Bill that the County of Peoria was possessed of said quarter section of land, located the County seat thereon and laid said quarter section out & located the town of Peoria thereon, that said town was legally laid out and that the same is now the city of Peoria, that the same was patented to the County Commissioners of said County of Peoria. that the County Commissioners sold said lots eight & nine to respondent on the 2nd day of May 1832 for the sum of \$200. And gave respondent a bond for a deed a copy of which is herewith filed marked 'A. and the same made part hereof & the original will be produced on the hearing of this cause and that respondent conveyed said lot No. eight to said William Morrison, and one undivided half of said lot No. Nine to Joseph C. Saville and that said Saville & respondent with their wives conveyed an undivided half of said Lot No. Nine to Andrew Miller & Stephen Griggs and that respondent & his wife conveyed an undivided half of said Lot No. nine to Peter W. Livingston & Andrew Carey all of which admissions are of the allegations as alleged in said Bill. As to the other of said alleged conveyances respondent has no knowledge & calls for proof. And respondent says that the said several deeds executed by him contain the usual covenants of warranty of title in him. Respondent says further that he has no knowledge of the County Commissioners ^{County} of said County authorizing William Holland to resurvey the town of Peoria or that he did employ said Hamilton to resurvey said town or that said Hamilton did resurvey the same or that the County became indebted to said Hamilton therefor in the sum of \$58.75 or of the various orders of said County Commissioners referred to in said Bill, or that at a sale of lots in said town said Hamilton bid off the said lots eight & nine in Block One for such indebtedness to him or of any agreement

between said Hamilton & said County Commissioners Court in relation to said lots and of all these matters requires proof

Respondent denies that at the time of his said purchase of said lots or at the time he received the said deed therefor he had any notice actual or constructive that said Hamilton had purchased said lots from said County Commissioners or of any of the matters charged & alleged in said Bill in relation to said pretended sale to said Hamilton. And respondent denies that any sale of said lots was ever made to said Hamilton as alleged, and avers that he never received any Bond or other memorandum in writing signed by said County Commissioners or any person by them thereunto lawfully authorized or that said Hamilton made any payment therefor or in any manner complied with the terms of such sale; and this respondent denies that said Hamilton acquired any right or title legal or equitable to said lots or either of them or any part thereof as alleged in said Bill. Respondent further denies that at the time he contracted for the purchase of said lots the same were worth the sum of one thousand Dollars or at that time the same were worth over the sum of \$200- or on the 4th day of March A.D. 1835 said lots were worth \$1500- Respondent admits that said County Commissioners Court on the 2nd day of December A.D. 1833 did make an order rescinding said sale to respondent, but of this proceeding respondent had no previous notice nor was he present at the doing thereof, and he humbly conceives that said Court could not set aside their own contracts with other persons and more particularly without giving the other party some notice, and he alleges that said attempted rescission was absolutely null & void. Respondent further states that the pretended reason that said rescission of said Contract was attempted to be made was on account of a delay beyond the time of payment fixed in said Bond of some

portion of the purchase money therein referred to and it had no reference whatever to the said alleged sale of said lots to said Hamilton. But said Court upon seeing that said contract or bond contained no forfeiture rescinded the said Order of rescission which last Order bears date June 24, 1834 & referred to in said Bill. And respondent denies that at this time said lots were worth \$1500- Respondant admits that said Hamilton never demanded a deed for said lots & never had any right to one - and he denies that said County never paid to said Hamilton the said supposed indebtedness, or failed to pay the same to said Hamilton or complainant. And respondent insists as a further defence to said complainants Bill that more than twenty years had elapsed since the making said supposed arrangements or sale to & with said Hamilton & that by the statutes & laws of this state said complainant is barred of all right to the relief prayed for in said Bill. All parts of said Bill not above specifically answered this respondent denies & calls for the proof thereof. And now having fully answered prays to be hence dismissed with his costs & charges. George Morton
By H. O. & A. S. Merriam his Solrs.

Answer of 3
Stephen Griggs

Benjamin S. T. Bourland vs } Peoria Circuit Court
Stephen Griggs, impleaded with } In Chancery
Wm Morrison & al }

The separate answer of Stephen Griggs to said bill of complaint of B. S. T. Bourland Complainant.

This respondent saving and reserving to himself all and all manner of exception that can or may be had or taken to the many errors & uncertainties in in said bill contained for answer thereto or unto so much or such parts thereof as this respondent is advised is or are material or necessary for him

to make answer unto answering says. That he has no knowledge of the various orders or proceedings of the County Commissioners Court of Peoria County as alleged in said Bill and calls for proof thereof & each of them. And he admits the said sale of said lots to George Morton, the execution of the deed to him by the County Commissioners of said County, the patent of said quarter section of land to the County Commissioners of said County the platting &c of the town of Peoria, the sale of said lot by said Morton and the said conveyances mentioned in said Bill except the said conveyance from said Hamilton to complainant of which he has no information & calls for proof. Respondent denies that the said County became indebted to said Hamilton as alleged in said Bill or that the said Hamilton purchased said lots in said bill mentioned for such supposed indebtedness or that any sale of said lots was made by said County commissioners to said Hamilton or that said Hamilton has not been fully paid. And respondent further denies that at the time of his purchase of a portion of said lot No nine he had any notice of said sale or the matters alleged in said Bill or that any of said defendants had any such notice actual or constructive and of all these matters requires proof. Respondent also insists that by the statutes of the State of Illinois said complainant is barred of & from all relief even if the allegations in said bill are true more than twenty years having elapsed since said alleged sale by said Hamilton. And now having fully answered respondent prays to be hence dismissed with his costs & charges. H. O. & A. S. Merriman
Sols for S. Griggs.

And afterwards on the thirtieth day of May A.D. 183-3 the Complainant files in said case his replication to said answers which is in the words and figures following, to wit

Replication = Benjamin L.T. Bourland vs } In Circuit Court, Peoria County
William Morrison & others } In Chancery
The Replication of the Complainant to the answers of William Morrison, Stephen Briggs, County of Peoria & George Morton filed in this cause. Said complainant says that he will aver and maintain his said bill to be true certain & sufficient in all respects & that the said answers of the said defendants are untrue uncertain and insufficient to be replied unto by this complainant &c. wherefore he prays as in and by his original bill he has prayed &c. N. H. Purple Compts Solicitor

And at the same May Term of said Court A.D. 1853, the following further proceedings were had in said cause, to wit.

Monday May 30th A.D. 1853

Decree pro confesso

Benjamin L.T. Bourland vs. }
William Morrison & others } For conveyance of land
This day this cause came on to be heard upon the motion of Complainant that his said bill be taken for confessed against the said defendants who have not filed their answers in this cause, and it appearing to the Court that Andrew Miller, Peter W. Livingston, Aaron Corey, Alfred Cowles, Amelia Brown, Ebenezer Kimball, Henry Swatzer, William Swatzer, James Leeds Jr & Co, Corey Harback & Co, Henry Wood, William S. Hamilton, have filed no answers in said cause but have therein made default. It is ordered, adjudged and decreed, that as to the said several defendants so defaulted, the said complainants bill be taken as confessed.

Proceedings in chancery before the Circuit Court begun and held 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 five it being the fifth day of said month - Present the Honorable Onslow Peters, Judge of the sixteenth Judicial Circuit in the State of Illinois, to wit,

Monday, March 5th A.D. 1855

Benjamin L. J. Bondland

vs

for conveyance of land to,

William Morrison, Andrew Miller, Stephen Briggs,

Peter W. Livingston, Andrew Corey, Alfred Bowles,

Amelia Brown, Ebenezer Kimball, Henry Swatzer,

William Swatzer, James Leeds Jun. & Co,

Corey, Harback & Co, Henry Wood, The County of Peoria,

and William S. Hamilton.

hearing & decree:

And now on this day this cause came on to a hearing upon the Bill, answer, Replications, exhibits and proofs submitted by the Complainant, and after argument of counsel, the Court being fully advised in the premises does hereby order, adjudge and decree that the prayer of complainant in his said Bill be refused, and it is further ordered and decreed, that the said Complainant's Bill of Complaint be and the same is hereby dismissed and that the defendants recover of said Complainant their costs by them expended herein and that they have execution therefor. The Complainant prayed an appeal to the Supreme Court, which is allowed on his filing bond in the Clerk's office in thirty days, in the penal sum of two hundred dollars, payable & conditioned according to law.

And afterwards in the sixth day of March in the year of the Lord 1855, there was filed a Bill of Exceptions in said cause, which is in the words and figures following to wit,

Bill of exceptions

Benjamin S.T. Burland

vs

William Morrison, Andrew Miller

Stephen Griggs, Peter W. Livingston

Aron Carey, Alfred Cowles

Amelia Brown, Ebenezer Kimball

Henry Swatzer, William Swatzer

James Leeds Jun. & Co, Harbach & Co

Henry Wood, the County of Peoria

William S. Hamilton

In Chancery

Be it remembered that upon the hearing of this cause, the complainant offered and read in evidence the following documents papers records and deeds to wit: 1st An Order for a resurvey of the town of Peoria made by the County Commissioners Court of Peoria County on the 2nd day of May A.D. 1826 which said order is as follows:

Be it remembered that at a special term of the County Commissioners Court held in and for the County of Peoria and State of Illinois on the 2nd day of May A.D. 1826. Present

William Holland

Joseph Smith &

Nathan Dillon

County Commissioners of said Peoria County the following Order was made and duly entered of record in the Record Book of the said Court to wit: "Ordered that the town of Peoria be resurveyed and that the streets all be run parallel with the river, the front street shall remain the same width as it now is and all the other streets 100 feet wide and that the blocks remain the same size as they now are, each full lot to be seventy two feet front and 180 feet deep and that each full Block

contain ten lots and that William Holland be authorized to employ suitable persons to complete the same under his superintendence.

Complainant then read in evidence the several other orders contained in the paper hereto attached & marked "A No 1," on the back, which said several orders are as follows to wit:

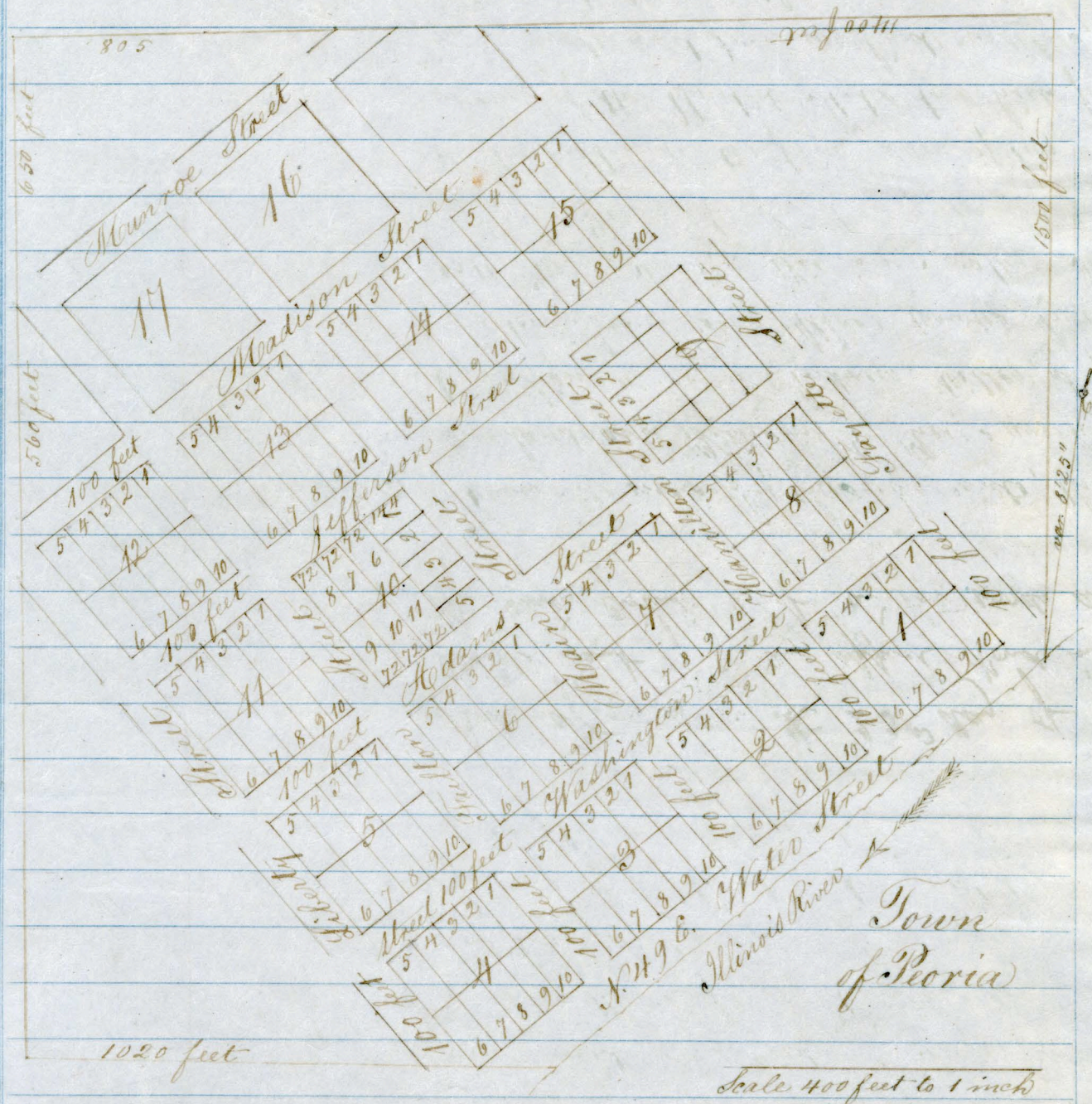
Also on the day aforesaid the following order was made and duly entered of record to wit: "Ordered that the Clerk of this Court be authorized to advertize a sale of lots in the town of Peoria on the tenth day of July next and that the terms of sale be as follows to wit: ten per cent cash, the residue in six twelve and eighteen months credit." And afterwards to wit on the eighth day of July in the year aforesaid at a special term of the said Court, Present same County Commissioners ^{as} before the following order was made by the said Court and duly entered of record in the record Book of the same to wit: "Ordered that the following be the terms of sale of lots in the town of Peoria at the sale on the 10th day of July 1826. to wit: Purchasers to pay 10 per cent down and the balance in three equal payments at six twelve and eighteen months and give notes. Purchasers who do not comply with the above conditions make themselves responsible for the ten per cent on such lot or lots as they bid off as a forfeiture without any claim on the lot or lots. County orders will be received for any part or the whole of the purchase money. No title will be given until the terms of sale be complied with and the patent received."

And afterwards to wit on the 12th day of July in the year aforesaid the said County Commissioners at a special term made the following orders which were duly entered of record to wit: "Ordered that the treasurer pay William S. Hamilton the sum of fifty eight Dollars $75/100$ for his services in full for surveying the town of Peoria, for which he has agreed to receive two town lots." The following are the names of the

Present John Coyle, C. S. Jones and J. W. Caldwell County Commissioners the following order was passed by the said Court and the same duly entered upon the records to wit: "Ordered that the order of this Court, passed at the last December term forbidding the treasurer to receive the pay on George Morton's notes be hereby rescinded and that the said payment be received."

The Complainant then gave in evidence the Town Plat of the town of Peoria acknowledged July 10th A.D. 1826 and the certificates thereto attached which said plat and certificates are as follows:

Town of Peoria on N. E. quarter of Section 9. Town 8 North Range
8 East of 4th Principal Meridian

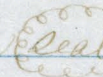


Water street 110 feet, all the other streets 100 feet, Lots 72 front 130 of deep
except 10 lots facing N. & S. on Public Square each 72 feet front 144 deep.

I certify that I have admeasured laid out and surveyed the town of Peoria as described in the above plat. July 10th 1826
Peoria County } William S. Hamilton Surveyor.
State of Illinois }
Personally appeared William Holland
Joseph Smith & Nathan Dillon County Commissioners in
and for said County before me John Dixon Justice of the peace
for said County and acknowledged that they have had laid off
the town of Peoria as described on the within plat for and in
behalf of the County of Peoria. Witness my hand & seal
this tenth day of July 1826 John Dixon J. P.

Complainant then read in evidence a deed from William S.
Hamilton to the Complainant Benjamin S. T. Bourland dated
the 30th day of April 1849, which said deed is as follows:
This Indenture, made the thirtieth day of April in the year
one thousand eight hundred and forty nine between William S.
Hamilton of the County of La Fayette and State of Wisconsin
party of the first part and Benjamin S. T. Bourland of the
City and County of Peoria and State of Illinois party of the second
part Witnesseth, that the said party of the first part for and in
consideration of the sum of one dollar, lawful money of the United
States of America to him in hand paid by the said party of the
second part at or before the en sealing and delivery of these presents,
the receipt whereof is hereby acknowledged hath aliened, remised
released, conveyed and confirmed; and by these presents doth alien
 remise, release convey and confirm, unto the said party of the
second part and to his heirs and assigns forever, All those
certain lots pieces or parcels of land situate lying and being in
the city of Peoria and State of Illinois known and designated
as lots numbered eight (8) and Nine (9) in block number one
(1) of the original town now City of Peoria. Together with all
and singular the tenements hereditaments and appurtenances
thereunto belonging, or in any wise appertaining; and the reversion
and reversions, remainder and remainders rents issues and

profits thereof, and also ^{all} the estate right title interest, property, possession claim and demands whatever, as well in law as in equity, of the said party of the first part of, in or to the above described premises, and every part and parcel thereof, with the appurtenances: To Have and to Hold to all and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said William S. Hamilton for himself, his heirs executors and administrators doth hereby covenant promise and agree to and with the said party of the second part his 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 incumbered in any manner or way whatsoever, excepting the payment of taxes and the neglect to procure from the county of Peoria a deed for the premises when purchased. In witness whereof the said party of the first part hath hereunto set his hand and seal, the day and year first above written. *William S. Hamilton* 
 Sealed and delivered in presence of
 Jonas S. Marvin, Saml G. Bugh

State of Wisconsin Personally appeared before me
 County of La Fayette J. Sam. G. Bugh Clerk of the Circuit
 Court in and for the County of La Fayette in the State aforesaid
 the within named William S. Hamilton to me known
 to be the identical person who executed the within deed of
 conveyance and acknowledged to me that he executed the same
 for the uses and purposes therein expressed  In testimony
 whereof I have hereunto signed my name and affixed the
 Seal of our said Court this 10th day of May 1849 at my
 office in Shullsburgh. Attest Sam. G. Bugh Clerk
 Cir. Court La. Co. Wis.

The cause was submitted to the Court upon bill, answers replication & evidence & exhibits, and the Court having heard the cause made and entered a decree in favor of the Defendant, dismissing the complainants bill & the complainants counsel, then and there at the time of making said Decree excepted to the opinion of the Court and requested the Court to seal this bill of exceptions which is done. Enslow Peters Seal

And afterwards on the 23rd day of March A.D. 1855, the Complainant filed an appeal Bond in the office of the Clerk of said Circuit Court in the words and figures following, to wit,

Appeal Bond = Know all men by these presents, that we Benjamin L. T. Bourland and William R. Phelps are held and firmly bound unto William Morrison, Andrew Miller, Stephen Griggs, Peter W. Livingston, Aaron Corey, Alfred Cowles, Amelia Brown, Ebenezer Kimball, Henry Swatzer, William Swatzer, James Leeds Jun. & Co. Harbach & Co, Henry Wood, the County of Peoria, William S. Hamilton in the penal sum of two hundred Dollars lawful money of the United States, to which payment well and truly to be made and done we bind ourselves, our heirs executors and administrators jointly and severally by these presents. Witness our hands and seals this seventh day of March A.D. 1855. The condition of this obligation is such that whereas on the 5th day of March A.D. 1855 in a certain suit in Chancery then pending in the Circuit Court of Peoria County, wherein the above bound Benjamin L. T. Bourland was complainant and the said William Morrison, Andrew Miller, Stephen Griggs, Peter W. Livingston, Aaron Corey, Alfred Cowles, Amelia Brown, Ebenezer Kimball, Henry Swatzer, William Swatzer, James Leeds Jun. & Co. Harbrook & Co, Henry Wood, the County of Peoria & William S. Hamilton were defendants, a decree was made and entered by said Court in said cause dismissing the said

Complainant's bill, from which decree of the said Court the said Benjamin L. F. Bourland then and there prayed an appeal to the Supreme Court of the State of Illinois which has been allowed by the said Court. Now if the said Benjamin L. F. Bourland shall duly prosecute his appeal hereinafter and shall pay and satisfy and conform to and abide by any judgment interest costs damages or decree which has been or shall hereafter be rendered in said suit or which may have heretofore been entered, rendered or accrued in this action, and shall pay all costs interest and damages in case the said decree of the Circuit Court shall be affirmed in the Supreme Court, then this obligation shall be void, otherwise to remain in full force and virtue.

Ben. L. F. Bourland (Seal)
Wm. R. Phelps (Seal)

State of Illinois
Peoria County I, Jacob Gale 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 full and correct transcript from the Records of said Circuit Court of the proceedings in a certain cause therein on the Chancery side thereof in which Benjamin L. F. Bourland is Complainant and William Morrison, Andrew Miller, Stephen Griggs, Peter W. Livingston, Andrew Corey, Alfred Bowles, Amelia Brown, Ebenezer Kimball, Henry Swatzer, William Swatzer, James Leeds jun & co. Corey Harback & co, Henry Wood, The County of Peoria and William S. Hamilton are defendants, as the same remains of Record and on file in my office - In witness whereof I hereto set my hand and affix the seal of said Circuit Court at my office in Peoria this first day of June A.D. 1855 -
Jacob Gale, Clerk.

clerk's fees: for transcript, certificate & seal
\$13.00 - Received payment
of Benjamin L. Y. Bowland
Jacob Gode, clerk.

And now come the said appellants and
say that in the Records and proceedings
and in the rendition of the decree aforesaid
there is Error in this (to wit)

1st Said circuit Court ends in dismissing
the Complainants Bill -

2. The Court ends in not rendering a decree
in favor of Complainant for a conveyance
of the land or lots

3. The Court ends in not rendering a decree
in favor of Complainant for the value of the
lots at the time they were sold to Complainant
or at the time they were sold or conveyed to
Monahan or at the time of the filing of the
bill, with interest

For these & other Errors in said Record
and decree aforesaid he prays that the
Same may be reversed annulled set aside
and wholly for nothing esteemed.

July 10th 1855.

W. C. Pryor
Appellants Solicitor

And the said defendants come

into Court here and say there are
no such errors in said record as
above alleged: nor any or either of
them - wherefore they pray that the
said decree of the Circuit Court
may be affirmed
Wm. Manning & Merriam
for defts

Benjamin L. T. Bourland
by
William Clonison stats.

Recd

Filed June 8. 1855.
L. Leland CLK.

Brig: L. J. Bourne

65

William Clonison state

85 1/2

12/92

1855