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No. _____

Supreme Court of Illinois

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Bowham

vs.

Dement et al

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STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 171.

Barham
vs

Barrett

1861

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IN THE SUPREME COURT, STATE OF ILLINOIS,
Third Grand Division, April Term, A. D. 1861.

OLOFF JOHNSON et al. }
vs. } Appeal from Peoria.
JAMES F. BONHAM, }

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In this case the substantial facts are these: On the 11th day of November, A. D. 1851, James F. Bonham purchased of John Dement (who sold for John Dement, Charles Dement and Amos C. Stedman, partners under the style of Dements & Stedman) the tracts of land in controversy. Articles of agreement were executed between John Dement and Bonham setting forth the contract of purchase. A part of the purchase money was paid down. The remainder was to be paid on the 16th day of October, A. D. 1852, which remainder was \$200. Upon which the land was to be conveyed to Bonham. Time was made of the essence of the contract by the agreement. The agreement contained this further stipulation: "And in case of failure of the said party of the second part to make either of the payments or perform any of the covenants on his part the party of the first part shall have the right to declare this contract forfeited and determined, and to reenter and take possession of said premises and to have and retain all payments that shall have been made upon said contract."

Stedman's
Dep. 36-7.

Firkin's
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We contend that the word sent by Dements & Stedman to Bonham amounted in equity to an extension of time for the performance on the part of Bonham, though this was by parol, and the contract under seal.

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Courts in equity do not always insist upon performance at the day.

2 Storys Eq. Juris. § 776-7.

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Here are the very strongest reasons to induce a court of equity to interpose and relieve against a forfeiture. The assent of Dements & Stedman to the extension of time—the falsehood of Johnson & Olson by their agent by which they obtained their deed—the promptness with which Bonham proffered the payment. There is no reasonable doubt that this deed was obtained by fraud, and that the whole transaction was an unrighteous transaction to cheat Bonham out of the land, and we appeal to a court of conscience to determine whether this shall be sanctioned and sustained.

Even after a forfeiture, a party by suing upon a contract waives the forfeiture and reaffirms the contract.

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VS.

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JOHN OLESON, NILS. HADEAN, alias NELSON ADEAN, AND THE
"BISHOP HILL COLONY," APPELLANTS.

APPEAL FROM PEORIA.

Abstract, Points and Brief.

p. 5—18.

Bonham, the complainant, filed his bill against the defendants in the Henry Circuit Court, stating that on and before the 11th November, 1851, the Dements and Steadman were partners at Dixon, Lee county, Illinois, in the purchase and sale of real estate; that on that day they owned the southwest fractional quarter and the south half of the northwest fractional quarter of sec. 19, in township 14 north, 4 east, in Henry county. That on the same day he purchased of John Dement, one of said firm, the land before described, by contract in writing, as follows:

p. 6—7.

"Articles of agreement, made this eleventh day of November, in the year of our Lord one thousand eight hundred and fifty-one, between John Dement, of Lee county, Illinois, of the first part, and James F. Bonham, of Henry county, Illinois, of the second part, witnesseth, that if the said party of the second part shall first make the payment and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the party of the second part, in fee simple, clear of all incumbrances whatever, by good and sufficient warrantee deed, subject to any valid pre-emption right, the following lot, piece or parcel of ground, viz: the southwest fractional quarter and the south half of the northwest fractional quarter of section nineteen, in township fourteen north, range four east, containing one hundred and fifty-three acres and fifty-eight hundredths, be the same more or less. And the said party of the second part hereby covenants and agrees to pay the said party of the first part, without further delay than is herein specified, as the time of payment is hereby mutually agreed to form an essential part of this contract, the sum of two hundred and twenty-five dollars, in manner following: twenty-five dollars cash in hand paid, and the remaining two hundred dollars payable on or before the sixteenth day of October next in the promissory note of said Bonham given this day, and to pay all taxes, assessment or impositions that may be legally levied or imposed on said lot; and in case of failure of the said party of the second part to make either of the payments or perform any of the covenants on his part, the party of the first part shall have the right to declare this contract forfeited and determined, and to re-enter and take possession of said premises; and to have and retain all payments that shall have been made upon said contract.

pp. 6—7—8.

It is mutually agreed that all the covenants and agreements herein contained

shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

JOHN DEMENT,
JAMES F. BONHAM.

p. 5—18.

That Bonham lived sixty-five miles from Dixon, and it was inconvenient for him to pay the \$200 on the precise day it was due; he therefore employed Amos Hartley and George Firkins to represent the same to Dement, and to try and get an extension for a few days. That they went to Dement & Stedman and got them to agree that they would extend the payment for a few days, and that Dement & Stedman told them to tell Bonham that he need not be uneasy, that they would not take the advantage of any one. Whereupon he delayed to make the payment for five days after it was due. That there was a certain Company, under the name of the "*Swedish Colony of Bishop Hill*," doing business through Trustees, who were, on the 21st October, 1852, Olof Johnson and John Olson. That Nils Hadean was their agent to buy lands. That they sent him to represent to Dements & Stedman that Bonham had abandoned the intention of fulfilling his contract, and that if they would convey to the said Trustees it would be all right so far as Bonham was concerned.

p. 5—18.

That Hadean went to Stedman & Dements and made said representations falsely and fraudulently, and thereby induced Stedman, who held the legal title, to convey the land to said Johnson and Olson, Trustees as aforesaid.

That he, complainant, sent Simeon Collison to Dement & Stedman with the money on the 21st October, 1852, to pay the sum due on his contract; that he [Collison] tendered the money and demanded a deed, which was refused, the land having a few hours previous been conveyed to the said Trustees.

Always since then complainant has been ready and willing to pay.

On the 30th Oct., 1852, complainant again applied for a conveyance of the land, which was refused; but Dements & Stedman gave him a written certificate, as follows:

p. 14.

"We certify that Nelson Adean, agent of Oloff Johnson & Co., came to us soon after a certain contract was run out that we gave to James F. Bonham for a certain piece of land in Henry county, Illinois, and represented that said Bonham did not intend to fulfill said contract, and that if we would let them, the said Johnson & Co., have a deed of said land it would be all right; and, supposing it to be so, we deeded the land to them Oct. 21, 1852—some five days after Mr. Bonham's contract expired. The same day, after the deed was executed, Mr. Bonham sent money to fulfill said contract.

Dixon, Oct. 30, 1852.

DEMENTS & STEDMAN.

That the "*Bishop Hill Colony*" has since been incorporated, and the title to the land thus acquired has vested in said corporation. Said corporation had no-

tice of matters before stated. That said corporation, and all others claiming under Stedman & Dements, hold as trustees of complainant, and subject to his rights. Complainant has often applied to Johnson & Olson, Dements & Stedman, &c., for conveyance, which they have refused to make.

Prayer, for conveyance, &c.

Answer under oath waived.

John Dement, The defendants in their several answers admit the making of the original contract with Bonham; that Dements & Stedman were partners in Buying and selling land as charged; that the land in controversy was purchased in the name of Stedman, and that he conveyed the same to Johnson & Olson, as trustees, on the 21st Oct., 1852; that the purchase was made through their agent, Hadean, and that he had notice of the prior contract with Bonham.

p. 19—23.
Hadean.
Johnson.
Olson *et al.*
p. 24—31.
Stedman &
C. Dement.
p. 32—35

They deny that Dements or Stedman agreed, verbally or otherwise, to extend the contract; that Hadean made any false or fraudulent representations to them to induce them to convey to Johnson and Olson, and all the other material matters charged in the bill—insisting that Bonham's contract was forfeited, and that they purchased in good faith, paying a consideration of three hundred dollars; and denying all fraud, combination, &c.

Complainants filed a replication.

COMPLAINANT'S EVIDENCE.

AMOS HARTLEY states that Bonham sent by him up to Dixon to tell Dement & Stedman that he could not be up; that Stedman opened the books and said there was \$200 due from complainant to them on the 16th day of October, 1852. Did not say what it was for. I told them for Bonham that Bonham could not be up as he expected, to pay them the money on the land. Stedman said that they never took any advantage in these cases. The conversation was on the 15th October, 1852. Bonham did not name any particular piece of land.

p. 36—37.

SIMEON L. COLLINSON relates a conversation between himself and Bonham, then states: Mr. Bonham wanted me to take up to them \$200 that was due at that time. I did take up to him on the 22d October, 1852, the \$200, and told Mr. Stedman the Mr. Bonham had sent up to him \$200 that was due on some land. He then said he had sold or let the land to Hadean at Bishop Hill, and said Hadean came to him with a long face, and told him that said Bonham did not want the land, and he therefore sold the same to him, the said Hadean; this was on the 22nd day of October, A. D. 1852, and I told him the said Amos Stedman at that time that I had the money in my pocket to pay him.

p. 37—38.

The money was to be paid for a certain piece of land: not stated what piece.

AMOS C. STEDMAN states the firm of Dements & Stedman was doing business in purchasing and selling real estate on the 11th of November, 1851. Purchases and sales made sometimes in name of one, and sometimes in the name of another. On the 11th of November, 1851, the firm owned the S. W. Frac. $\frac{1}{4}$ and the S. $\frac{1}{2}$ of the N. W. Frac. $\frac{1}{4}$, 19; 14 N., 4 E., containing 153.58 acres in Henry County, Illinois. Land was entered in my name, but owned by the firm.

I deeded the land to Johnson & Olson on the 21st of October, 1852, as trustees. There had been a prior contract of sale of said lands to complainants. Nils Hadean acted as agent for Johnson & Olson in making the purchase. Hadean had knowledge of the prior sale to Bonham; my impression is he spoke with me about it sometime before the said sale, I cannot say how long; do not know that Johnson or Olson had any such knowledge. The impression which I got from Hadean in conversation was that we should never hear from Bonham again relative to his agreement for the lands. I wrote such a certificate as is contained in complainants bill. The one set out is a true copy as near as I can recollect.

There was no written or parol contract with complainant about the land at the time of the conveyance to Johnson & Olson to my knowledge. The contract with complainants had expired, and the lands became forfeited. No contract to extend the time of payment had ever been made, to my knowledge, with complainant, or any agent of his. I was not induced to sell the land by reason of any statements made by Hadean to my recollection.

Neither Bonham nor any other person to my recollection ever applied to me, or any of the members of our firm for an extension of the time of the payment of the money due on his contract. The statements in my answer in relation to the sale to Johnson & Olson are true to the best of my knowledge and belief. I can not recollect anything farther of Hadean's statements to me than is contained in the certificate aforesaid.

JOHN DEMENT states: Some person, I do not know who, purchased the land after Bonham's contract had expired. I am confident he knew of Bonham's contract. The contract had expired; none of the firm to my knowledge ever agreed to extend the time of payment. Bonham did not comply with his contract, and according to my understanding forfeited the lands. I think the person purchasing the land got his knowledge of Bonham's contract by inquiries at our office, perhaps three or four months after the contract was made.

CHARLES DEMENT states: I negotiated the contract for the sale of the land to Bonham. It was signed by John Dement.

There was no alteration or extension of time given to complainant upon his contract of purchase to my knowledge. Extensions or alterations of contracts, if made, were made in writing on the back of the contract.

GEORGE FIRKINS states: I was passing Bonham's about the 13th of October, 1852, on my way to the Dixon land office; Bonham wanted us to take a message

to Dement & Stedman that there was money due from him to them, and as soon as he found his horses he would be up with the money and pay them in a few days; gave the message to Mr. Stedman on the evening of the 14th of Oct. 1852. On the morning of the 15th John Dement and Stedman were both in the office, and we then gave them the same notice.

Mr. Dement then looked at some papers, and said it was due to-morrow, the 16th, and said tell Mr. Bonham not to be uneasy about the matter, as they were not particular about such matters for a few days. They both said they would not take any advantage of him for a few days delay. They told me to tell Mr. Bonham so. I saw the papers they were looking at, and upon which they said the money was due. I supposed from their appearance they were land contracts.

Exhibits.

Note, p. 57.
Deed to Ha-
dean.
p. 57—58.

This, together with the exhibits mentioned in complainants bill, was all the evidence in the case.

DECREE:

p. 61—64. That complainant pay into court for the use of Johnson & Olson, trustees, \$294.20, being principal and interest due on the contract with Dements & Stedman. That Johnson & Olson be deemed as trustees holding the legal title for complainant. That Olson & Johnson convey to complainant the land in controversy. That the contract between Dement and complainant be specifically performed, and that Johnson and Olson pay the costs.

ERRORS ASSIGNED:

1st.—In rendering the decree in favor of complainant, and against defendants below.

2nd.—In not dismissing the complainants bill.

POINTS AND AUTHORITIES:

1st.—The contract between Dement and Bonham of 11th of November, 1851, was forfeited by the non-payment of the money on the 16th October, 1852: time being made material and of the essence of the contract.

2nd Stories Equity, Sec. 776—780, and authorities cited.

2nd.—There was no agreement to extend the time of the performance by Bonham on the part of Dements & Stedman.

3rd.—A parol agreement such as is set up in the bill, or attempted to be proved, would not bind the parties.

4th.—The contract was rescinded by the sale to Johnson & Olson.

5th.—Admitting that Stedman & Dement told Firkins all that is pretended, still, this is no contract of extension of time by them, especially as it is not shown that Bonham was advised of the same, or in any manner acted upon it.

6th.—Neither Johnson nor Olson, nor their agent, were guilty of any fraud or misrepresentation by which the conveyance was procured to them.

7th.—Dements and Stedman had a clear legal right to treat Bonham's contract as forfeited, and to sell the land to another; and, having done so, the reasons or motives by which they were influenced to exert this right are wholly immaterial.

N. H. PURPLE, *Defendants Solicitor.*

James F. Borkman's Appeal
vs
John Dement Charles
Dement & Co. appellants
Abstract - Points & Brief

proved, would not bind the parties.
3d. — A brief statement such as is set up in the bill, or anticipated to be

Filed April 16, 1861

W. H. B. Clarke
Clerk

that Borkman was advised of the nature of the case and was not misled upon it.
Still, this is no contract of extension of time, especially as it is not shown
3d. — Admitting that Borkman was not misled upon it, that is pretended.

4th — The contract was made by the sale to John on 2d of March.

5th — The contract was made by the sale to John on 2d of March, not then made, nor made of any kind or

as foreclosed, and to sell the land to another, and having done so, the reasons of
6th — Dement and Borkman had a clear legal right to treat Borkman's contract

N. H. B. CLARKE, Deponent & Signer.

IN THE SUPREME COURT OF THE STATE OF ILLINOIS.

Of the Ottawa April Term, 1861.

JAMES F. BONHAM, APPELLEE,

VS.

JOHN DEMENT, CHARLES DEMENT, AMOS C. STEDMAN, LUCINA STEDMAN, OLOF JOHNSON,
JOHN OLESON, NILS. HADEAN, alias NELSON ADEAN, AND THE
"BISHOP HILL COLONY," APPELLANTS.

APPEAL FROM PEORIA.

Abstract, Points and Brief.

p. 5—18. Bonham, the complainant, filed his bill against the defendants in the Henry Circuit Court, stating that on and before the 11th November, 1851, the Dements and Steadman were partners at Dixon, Lee county, Illinois, in the purchase and sale of real estate; that on that day they owned the southwest fractional quarter and the south half of the northwest fractional quarter of sec. 19, in township 14 north, 4 east, in Henry county. That on the same day he purchased of John Dement, one of said firm, the land before described, by contract in writing, as follows:

p. 6—7. "Articles of agreement, made this eleventh day of November, in the year of our Lord one thousand eight hundred and fifty-one, between John Dement, of Lee county, Illinois, of the first part, and James F. Bonham, of Henry county, Illinois, of the second part, witnesseth, that if the said party of the second part shall first make the payment and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the party of the second part, in fee simple, clear of all incumbrances whatever, by good and sufficient warrantee deed, subject to any valid pre-emption right, the following lot, piece or parcel of ground, viz: the southwest fractional quarter and the south half of the northwest fractional quarter of section nineteen, in township fourteen north, range four east, containing one hundred and fifty-three acres and fifty-eight hundredths, be the same more or less. And the said party of the second part hereby covenants and agrees to pay the said party of the first part, without further delay than is herein specified, as the time of payment is hereby mutually agreed to form an essential part of this contract, the sum of two hundred and twenty-five dollars, in manner following: twenty-five dollars cash in hand paid, and the remaining two hundred dollars payable on or before the sixteenth day of October next in the promissory note of said Bonham given this day, and to pay all taxes, assessment or impositions that may be legally levied or imposed on said lot; and in case of failure of the said party of the second part to make either of the payments or perform any of the covenants on his part, the party of the first part shall have the right to declare this contract forfeited and determined, and to re-enter and take possession of said premises, and to have and retain all payments that shall have been made upon said contract.

pp. 6—7—8.

It is mutually agreed that all the covenants and agreements herein contained

shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

JOHN DEMENT,
JAMES F. BONHAM.

p. 5—18.

That Bonham lived sixty-five miles from Dixon, and it was inconvenient for him to pay the \$200 on the precise day it was due; he therefore employed Amos Hartley and George Firkins to represent the same to Dement, and to try and get an extension for a few days. That they went to Dement & Stedman and got them to agree that they would extend the payment for a few days, and that Dement & Stedman told them to tell Bonham that he need not be uneasy, that they would not take the advantage of any one. Whereupon he delayed to make the payment for five days after it was due. That there was a certain Company, under the name of the "*Swedish Colony of Bishop Hill*," doing business through Trustees, who were, on the 21st October, 1852, Olof Johnson and John Olson. That Nils Hadean was their agent to buy lands. That they sent him to represent to Dements & Stedman that Bonham had abandoned the intention of fulfilling his contract, and that if they would convey to the said Trustees it would be all right so far as Bonham was concerned.

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Dixon, Oct. 30, 1852.

DEMENTS & STEDMAN.

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p. 19—23.
Hadean.
Johnson.
Olson *et al.*
p. 24—31.
Stedman &
C. Dement.
p. 32—35

They deny that Dements or Stedman agreed, verbally or otherwise, to extend the contract; that Hadean made any false or fraudulent representations to them to induce them to convey to Johnson and Olson, and all the other material matters charged in the bill—insisting that Bonham's contract was forfeited, and that they purchased in good faith, paying a consideration of three hundred dollars; and denying all fraud, combination, &c.

Complainants filed a replication.

COMPLAINANT'S EVIDENCE.

AMOS HARTLEY states that Bonham sent by him up to Dixon to tell Dement & Stedman that he could not be up; that Stedman opened the books and said there was \$200 due from complainant to them on the 16th day of October, 1852. Did not say what it was for. I told them for Bonham that Bonham could not be up as he expected, to pay them the money on the land. Stedman said that they never took any advantage in these cases. The conversation was on the 15th October, 1852. Bonham did not name any particular piece of land.

p. 36—37.

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p. 37—38.

The money was to be paid for a certain piece of land: not stated what piece.

AMOS C. STEDMAN states the firm of Dements & Stedman was doing business in purchasing and selling real estate on the 11th of November, 1851. Purchases and sales made sometimes in name of one, and sometimes in the name of another.

p. 41—46. On the 11th of November, 1851, the firm owned the S. W. Frac. $\frac{1}{4}$ and the S. $\frac{1}{2}$ of the N. W. Frac. $\frac{1}{4}$, 19; 14 N., 4 E., containing 153.58 acres in Henry County, Illinois. Land was entered in my name, but owned by the firm.

I deeded the land to Johnson & Olson on the 21st of October, 1852, as trustees. There had been a prior contract of sale of said lands to complainants. Nils Hadean acted as agent for Johnson & Olson in making the purchase. Hadean had knowledge of the prior sale to Bonham; my impression is he spoke with me about it sometime before the said sale, I cannot say how long; do not know that Johnson or Olson had any such knowledge. The impression which I got from Hadean in conversation was that we should never hear from Bonham again relative to his agreement for the lands. I wrote such a certificate as is contained in complainants bill. The one set out is a true copy as near as I can recollect.

p. 41—46.

There was no written or parol contract with complainant about the land at the time of the conveyance to Johnson & Olson to my knowledge. The contract with complainants had expired, and the lands became forfeited. No contract to extend the time of payment had ever been made, to my knowledge, with complainant, or any agent of his. I was not induced to sell the land by reason of any statements made by Hadean to my recollection.

Neither Bonham nor any other person to my recollection ever applied to me, or any of the members of our firm for an extension of the time of the payment of the money due on his contract. The statements in my answer in relation to the sale to Johnson & Olson are true to the best of my knowledge and belief. I can not recollect anything farther of Hadean's statements to me than is contained in the certificate aforesaid.

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p. 47—50.

CHARLES DEMENT states: I negotiated the contract for the sale of the land to Bonham. It was signed by John Dement.

There was no alteration or extension of time given to complainant upon his contract of purchase to my knowledge. Extensions or alterations of contracts, if made, were made in writing on the back of the contract.

p. 50—51.

GEORGE FIRKINS states: I was passing Bonham's about the 13th of October, 1852, on my way to the Dixon land office; Bonham wanted us to take a message

p. 54—56.

to Dement & Stedman that there was money due from him to them, and as soon as he found his horses he would be up with the money and pay them in a few days; gave the message to Mr. Stedman on the evening of the 14th of Oct. 1852. On the morning of the 15th John Dement and Stedman were both in the office, and we then gave them the same notice.

Mr. Dement then looked at some papers, and said it was due to-morrow, the 16th, and said tell Mr. Bonham not to be uneasy about the matter, as they were not particular about such matters for a few days. They both said they would not take any advantage of him for a few days delay. They told me to tell Mr. Bonham so. I saw the papers they were looking at, and upon which they said the money was due. I supposed from their appearance they were land contracts.

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This, together with the exhibits mentioned in complainants bill, was all the evidence in the case.

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That complainant pay into court for the use of Johnson & Olson, trustees, \$294.20, being principal and interest due on the contract with Dements & Stedman. That Johnson & Olson be deemed as trustees holding the legal title for complainant. That Olson & Johnson convey to complainant the land in controversy. That the contract between Dement and complainant be specifically performed, and that Johnson and Olson pay the costs.

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4th.—The contract was rescinded by the sale to Johnson & Olson.

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N. H. PURPLE, *Defendants Solicitor.*

Johnston Bonham appellee
vs

John Dement
Charles Dement & als
appellants —

Abstract Points vs
Bonham —

Filed April 16, 1861

A. A. Howard
Clerk

IN THE SUPREME COURT OF THE STATE OF ILLINOIS.

Of the Ottawa April Term, 1861.

JAMES F. BONHAM, APPELLEE,

JOHN DEMENT, CHARLES DEMENT, AMOS C. STEDMAN, LUCINA STEDMAN, OLOF JOHNSON,
JOHN OLESON, NILS. HADEAN, alias NELSON ADEAN, AND THE
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APPEAL FROM PEORIA.

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pp. 6—7—8.

It is mutually agreed that all the covenants and agreements herein contained

shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

JOHN DEMENT,
JAMES F. BONHAM.

p. 5—18.

That Bonham lived sixty-five miles from Dixon, and it was inconvenient for him to pay the \$200 on the precise day it was due; he therefore employed Amos Hartley and George Firkins to represent the same to Dement, and to try and get an extension for a few days. That they went to Dement & Stedman and got them to agree that they would extend the payment for a few days, and that Dement & Stedman told them to tell Bonham that he need not be uneasy, that they would not take the advantage of any one. Whereupon he delayed to make the payment for five days after it was due. That there was a certain Company, under the name of the "*Swedish Colony of Bishop Hill*," doing business through Trustees, who were, on the 21st October, 1852, Olof Johnson and John Olson. That Nils Hadean was their agent to buy lands. That they sent him to represent to Dements & Stedman that Bonham had abandoned the intention of fulfilling his contract, and that if they would convey to the said Trustees it would be all right so far as Bonham was concerned.

p. 5—18.

That Hadean went to Stedman & Dements and made said representations falsely and fraudulently, and thereby induced Stedman, who held the legal title, to convey the land to said Johnson and Olson, Trustees as aforesaid.

That he, complainant, sent Simeon Collison to Dement & Stedman with the money on the 21st October, 1852, to pay the sum due on his contract; that he [Collison] tendered the money and demanded a deed, which was refused, the land having a few hours previous been conveyed to the said Trustees.

Always since then complainant has been ready and willing to pay.

On the 30th Oct., 1852, complainant again applied for a conveyance of the land, which was refused; but Dements & Stedman gave him a written certificate, as follows:

p. 14.

"We certify that Nelson Adean, agent of Oloff Johnson & Co., came to us soon after a certain contract was run out that we gave to James F. Bonham for a certain piece of land in Henry county, Illinois, and represented that said Bonham did not intend to fulfill said contract, and that if we would let them, the said Johnson & Co., have a deed of said land it would be all right; and, supposing it to be so, we deeded the land to them Oct. 21, 1852—some five days after Mr. Bonham's contract expired. The same day, after the deed was executed, Mr. Bonham sent money to fulfill said contract.

Dixon, Oct. 30, 1852.

DEMENTS & STEDMAN.

That the "*Bishop Hill Colony*" has since been incorporated, and the title to the land thus acquired has vested in said corporation. Said corporation had no-

tice of matters before stated. That said corporation, and all others claiming under Stedman & Dements, hold as trustees of complainant, and subject to his rights. Complainant has often applied to Johnson & Olson, Dements & Stedman, &c., for conveyance, which they have refused to make.

Prayer, for conveyance, &c.

Answer under oath waived.

John Dement, The defendants in their several answers admit the making of the original contract with Bonham; that Dements & Stedman were partners in Buying and selling land as charged; that the land in controversy was purchased in the name of Stedman, and that he conveyed the same to Johnson & Olson, as trustees, on the 21st Oct., 1852; that the purchase was made through their agent, Hadean, and that he had notice of the prior contract with Bonham.

p. 19—23.
Hadean.
Johnson.
Olson *et al.*
p. 24—31.
Stedman &
C. Dement.
p. 32—35

They deny that Dements or Stedman agreed, verbally or otherwise, to extend the contract; that Hadean made any false or fraudulent representations to them to induce them to convey to Johnson and Olson, and all the other material matters charged in the bill—insisting that Bonham's contract was forfeited, and that they purchased in good faith, paying a consideration of three hundred dollars; and denying all fraud, combination, &c.

Complainants filed a replication.

COMPLAINANT'S EVIDENCE.

AMOS HARTLEY states that Bonham sent by him up to Dixon to tell Dement & Stedman that he could not be up; that Stedman opened the books and said there was \$200 due from complainant to them on the 16th day of October, 1852. Did not say what it was for. I told them for Bonham that Bonham could not be up as he expected, to pay them the money on the land. Stedman said that they never took any advantage in these cases. The conversation was on the 15th October, 1852. Bonham did not name any particular piece of land.

p. 36—37.

SIMEON L. COLLINSON relates a conversation between himself and Bonham, then states: Mr. Bonham wanted me to take up to them \$200 that was due at that time. I did take up to him on the 22d October, 1852, the \$200, and told Mr. Stedman the Mr. Bonham had sent up to him \$200 that was due on some land. He then said he had sold or let the land to Hadean at Bishop Hill, and said Hadean came to him with a long face, and told him that said Bonham did not want the land, and he therefore sold the same to him, the said Hadean; this was on the 22nd day of October, A. D. 1852, and I told him the said Amos Stedman at that time that I had the money in my pocket to pay him.

p. 37—38.

The money was to be paid for a certain piece of land: not stated what piece.

AMOS C. STEDMAN states the firm of Dements & Stedman was doing business in purchasing and selling real estate on the 11th of November, 1851. Purchases and sales made sometimes in name of one, and sometimes in the name of another. On the 11th of November, 1851, the firm owned the S. W. Frac. $\frac{1}{4}$ and the S. $\frac{1}{2}$ of the N. W. Frac. $\frac{1}{4}$, 19; 14 N., $\frac{1}{4}$ E., containing 153.58 acres in Henry County, Illinois. Land was entered in my name, but owned by the firm.

I deeded the land to Johnson & Olson on the 21st of October, 1852, as trustees. There had been a prior contract of sale of said lands to complainants. Nils Hadean acted as agent for Johnson & Olson in making the purchase. Hadean had knowledge of the prior sale to Bonham; my impression is he spoke with me about it sometime before the said sale, I cannot say how long; do not know that Johnson or Olson had any such knowledge. The impression which I got from Hadean in conversation was that we should never hear from Bonham again relative to his agreement for the lands. I wrote such a certificate as is contained in complainants bill. The one set out is a true copy as near as I can collect.

There was no written or parol contract with complainant about the land at the time of the conveyance to Johnson & Olson to my knowledge. The contract with complainants had expired, and the lands became forfeited. No contract to extend the time of payment had ever been made, to my knowledge, with complainant, or any agent of his. I was not induced to sell the land by reason of any statements made by Hadean to my recollection.

Neither Bonham nor any other person to my recollection ever applied to me, or any of the members of our firm for an extension of the time of the payment of the money due on his contract. The statements in my answer in relation to the sale to Johnson & Olson are true to the best of my knowledge and belief. I can not recollect anything farther of Hadean's statements to me than is contained in the certificate aforesaid.

JOHN DEMENT states: Some person, I do not know who, purchased the land after Bonham's contract had expired. I am confident he knew of Bonham's contract. The contract had expired; none of the firm to my knowledge ever agreed to extend the time of payment. Bonham did not comply with his contract, and according to my understanding forfeited the lands. I think the person purchasing the land got his knowledge of Bonham's contract by inquiries at our office, perhaps three or four months after the contract was made.

CHARLES DEMENT states: I negotiated the contract for the sale of the land to Bonham. It was signed by John Dement.

There was no alteration or extension of time given to complainant upon his contract of purchase to my knowledge. Extensions or alterations of contracts, if made, were made in writing on the back of the contract.

GEORGE FIRKINS states: I was passing Bonham's about the 13th of October, 1852, on my way to the Dixon land office; Bonham wanted us to take a message

to Dement & Stedman that there was money due from him to them, and as soon as he found his horses he would be up with the money and pay them in a few days; gave the message to Mr. Stedman on the evening of the 14th of Oct. 1852. On the morning of the 15th John Dement and Stedman were both in the office, and we then gave them the same notice.

Mr. Dement then looked at some papers, and said it was due to-morrow, the 16th, and said tell Mr. Bonham not to be uneasy about the matter, as they were not particular about such matters for a few days. They both said they would not take any advantage of him for a few days delay. They told me to tell Mr. Bonham so. I saw the papers they were looking at, and upon which they said the money was due. I supposed from their appearance they were land contracts.

Exhibits.

Note, p. 57.
Deed to Ha-
dean.
p. 57—58.

This, together with the exhibits mentioned in complainants bill, was all the evidence in the case.

DECREE:

p. 61—64. That complainant pay into court for the use of Johnson & Olson, trustees, \$294.20, being principal and interest due on the contract with Dements & Stedman. That Johnson & Olson be deemed as trustees holding the legal title for complainant. That Olson & Johnson convey to complainant the land in controversy. That the contract between Dement and complainant be specifically performed, and that Johnson and Olson pay the costs.

ERRORS ASSIGNED:

1st.—In rendering the decree in favor of complainant, and against defendants below.

2nd.—In not dismissing the complainants bill.

POINTS AND AUTHORITIES:

1st.—The contract between Dement and Bonham of 11th of November, 1851, was forfeited by the non-payment of the money on the 16th October, 1852: time being made material and of the essence of the contract.

2nd Stories Equity, Sec. 776—780, and authorities cited.

2nd.—There was no agreement to extend the time of the performance by Bonham on the part of Dements & Stedman.

3rd.—A parol agreement such as is set up in the bill, or attempted to be proved, would not bind the parties.

4th.—The contract was rescinded by the sale to Johnson & Olson.

5th.—Admitting that Stedman & Dement told Firkins all that is pretended, still, this is no contract of extension of time by them, especially as it is not shown that Bonham was advised of the same, or in any manner acted upon it.

6th.—Neither Johnson nor Olson, nor their agent, were guilty of any fraud or misrepresentation by which the conveyance was procured to them.

7th.—Dements and Stedman had a clear legal right to treat Bonham's contract as forfeited, and to sell the land to another; and, having done so, the reasons or motives by which they were influenced to exert this right are wholly immaterial.

N. H. PURPLE, *Defendants Solicitor.*

1717 Bonham
James
appeals
vs
John Dement
Charles Dement & als
appellants

Abstract Points &
Brief

Filed April 16. 1861
L. Leland
Clerk

1717 Bonham James vs John Dement Charles Dement & als appellants

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IN THE SUPREME COURT OF THE STATE OF ILLINOIS.

Of the Ottawa April Term, 1861.

JAMES F. BONHAM, APPELLEE,

vs.

JOHN DEMENT, CHARLES DEMENT, AMOS C. STEDMAN, LUCINA STEDMAN, OLOF JOHNSON,
JOHN OLESON, NILS. HADEAN, alias NELSON ADEAN, AND THE
"BISHOP HILL COLONY," APPELLANTS.

APPEAL FROM PEORIA.

Abstract, Points and Brief.

p. 5—18.

Bonham, the complainant, filed his bill against the defendants in the Henry Circuit Court, stating that on and before the 11th November, 1851, the Dements and Steadman were partners at Dixon, Lee county, Illinois, in the purchase and sale of real estate; that on that day they owned the southwest fractional quarter and the south half of the northwest fractional quarter of sec. 19, in township 14 north, 4 east, in Henry county. That on the same day he purchased of John Dement, one of said firm, the land before described, by contract in writing, as follows:

p. 6—7.

"Articles of agreement, made this eleventh day of November, in the year of our Lord one thousand eight hundred and fifty-one, between John Dement, of Lee county, Illinois, of the first part, and James F. Bonham, of Henry county, Illinois, of the second part, witnesseth, that if the said party of the second part shall first make the payment and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the party of the second part, in fee simple, clear of all incumbrances whatever, by good and sufficient warrantee deed, subject to any valid pre-emption right, the following lot, piece or parcel of ground, viz: the southwest fractional quarter and the south half of the northwest fractional quarter of section nineteen, in township fourteen north, range four east, containing one hundred and fifty-three acres and fifty-eight hundredths, be the same more or less. And the said party of the second part hereby covenants and agrees to pay the said party of the first part, without further delay than is herein specified, as the time of payment is hereby mutually agreed to form an essential part of this contract, the sum of two hundred and twenty-five dollars, in manner following: twenty-five dollars cash in hand paid, and the remaining two hundred dollars payable on or before the sixteenth day of October next in the promissory note of said Bonham given this day, and to pay all taxes, assessment or impositions that may be legally levied or imposed on said lot; and in case of failure of the said party of the second part to make either of the payments or perform any of the covenants on his part, the party of the first part shall have the right to declare this contract forfeited and determined, and to re-enter and take possession of said premises, and to have and retain all payments that shall have been made upon said contract.

pp. 6—7—8.

It is mutually agreed that all the covenants and agreements herein contained

shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

JOHN DEMENT,
JAMES F. BONHAM.

p. 5—18.

That Bonham lived sixty-five miles from Dixon, and it was inconvenient for him to pay the \$200 on the precise day it was due; he therefore employed Amos Hartley and George Firkins to represent the same to Dement, and to try and get an extension for a few days. That they went to Dement & Stedman and got them to agree that they would extend the payment for a few days, and that Dement & Stedman told them to tell Bonham that he need not be uneasy, that they would not take the advantage of any one. Whereupon he delayed to make the payment for five days after it was due. That there was a certain Company, under the name of the "*Swedish Colony of Bishop Hill*," doing business through Trustees, who were, on the 21st October, 1852, Olof Johnson and John Olson. That Nils Hadean was their agent to buy lands. That they sent him to represent to Dements & Stedman that Bonham had abandoned the intention of fulfilling his contract, and that if they would convey to the said Trustees it would be all right so far as Bonham was concerned.

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That Hadean went to Stedman & Dements and made said representations falsely and fraudulently, and thereby induced Stedman, who held the legal title, to convey the land to said Johnson and Olson, Trustees as aforesaid.

That he, complainant, sent Simeon Collison to Dement & Stedman with the money on the 21st October, 1852, to pay the sum due on his contract; that he [Collison] tendered the money and demanded a deed, which was refused, the land having a few hours previous been conveyed to the said Trustees.

Always since then complainant has been ready and willing to pay.

On the 30th Oct., 1852, complainant again applied for a conveyance of the land, which was refused; but Dements & Stedman gave him a written certificate, as follows:

p. 14.

"We certify that Nelson Adean, agent of Oloff Johnson & Co., came to us soon after a certain contract was run out that we gave to James F. Bonham for a certain piece of land in Henry county, Illinois, and represented that said Bonham did not intend to fulfill said contract, and that if we would let them, the said Johnson & Co., have a deed of said land it would be all right; and, supposing it to be so, we deeded the land to them Oct. 21, 1852—some five days after Mr. Bonham's contract expired. The same day, after the deed was executed, Mr. Bonham sent money to fulfill said contract.

Dixon, Oct. 30, 1852.

DEMENTS & STEDMAN.

That the "*Bishop Hill Colony*" has since been incorporated, and the title to the land thus acquired has vested in said corporation. Said corporation had no-

tice of matters before stated. That said corporation, and all others claiming under Stedman & Dements, hold as trustees of complainant, and subject to his rights. Complainant has often applied to Johnson & Olson, Dements & Stedman, &c., for conveyance, which they have refused to make.

Prayer, for conveyance, &c.

Answer *under oath* waived.

John Dement, The defendants in their several answers admit the making of the original contract with Bonham; that Dements & Stedman were partners in Buying and selling land as charged; that the land in controversy was purchased in the name of Stedman, and that he conveyed the same to Johnson & Olson, as trustees, on the 21st Oct., 1852; that the purchase was made through their agent, Hadean, and that he had notice of the prior contract with Bonham.

p. 19—23.
Hadean.
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Olson *et al.*
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C. Dement.
p. 32—35

They deny that Dements or Stedman agreed, verbally or otherwise, to extend the contract; that Hadean made any false or fraudulent representations to them to induce them to convey to Johnson and Olson, and all the other material matters charged in the bill—insisting that Bonham's contract was forfeited, and that they purchased in good faith, paying a consideration of three hundred dollars; and denying all fraud, combination, &c.

Complainants filed a replication.

COMPLAINANT'S EVIDENCE.

AMOS HARTLEY states that Bonham sent by him up to Dixon to tell Dement & Stedman that he could not be up; that Stedman opened the books and said there was \$200 due from complainant to them on the 16th day of October, 1852. Did not say what it was for. I told them for Bonham that Bonham could not be up as he expected, to pay them the money on the land. Stedman said that they never took any advantage in these cases. The conversation was on the 15th October, 1852. Bonham did not name any particular piece of land.

p. 36—37.

SIMEON L. COLLINSON relates a conversation between himself and Bonham, then states: Mr. Bonham wanted me to take up to them \$200 that was due at that time. I did take up to him on the 22d October, 1852, the \$200, and told Mr. Stedman the Mr. Bonham had sent up to him \$200 that was due on some land. He then said he had sold or let the land to Hadean at Bishop Hill, and said Hadean came to him with a long face, and told him that said Bonham did not want the land, and he therefore sold the same to him, the said Hadean; this was on the 22nd day of October, A. D. 1852, and I told him the said Amos Stedman at that time that I had the money in my pocket to pay him.

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The money was to be paid for a certain piece of land: not stated what piece.

AMOS C. STEDMAN states the firm of Dements & Stedman was doing business in purchasing and selling real estate on the 11th of November, 1851. Purchases and sales made sometimes in name of one, and sometimes in the name of another. On the 11th of November, 1851, the firm owned the S. W. Frac. $\frac{1}{4}$ and the S. $\frac{1}{2}$ of the N. W. Frac. $\frac{1}{4}$, 19; 14 N., 4 E., containing 153.58 acres in Henry County, Illinois. Land was entered in my name, but owned by the firm.

p. 41—46.

I deeded the land to Johnson & Olson on the 21st of October, 1852, as trustees. There had been a prior contract of sale of said lands to complainants. Nils Hadean acted as agent for Johnson & Olson in making the purchase. Hadean had knowledge of the prior sale to Bonham; my impression is he spoke with me about it sometime before the said sale, I cannot say how long; do not know that Johnson or Olson had any such knowledge. The impression which I got from Hadean in conversation was that we should never hear from Bonham again relative to his agreement for the lands. I wrote such a certificate as is contained in complainants bill. The one set out is a true copy as near as I can recollect.

p. 41—46.

There was no written or parol contract with complainant about the land at the time of the conveyance to Johnson & Olson to my knowledge. The contract with complainants had expired, and the lands became forfeited. No contract to extend the time of payment had ever been made, to my knowledge, with complainant, or any agent of his. I was not induced to sell the land by reason of any statements made by Hadean to my recollection.

Neither Bonham nor any other person to my recollection ever applied to me, or any of the members of our firm for an extension of the time of the payment of the money due on his contract. The statements in my answer in relation to the sale to Johnson & Olson are true to the best of my knowledge and belief. I can not recollect anything farther of Hadean's statements to me than is contained in the certificate aforesaid.

p. 47—50.

JOHN DEMENT states: Some person, I do not know who, purchased the land after Bonham's contract had expired. I am confident he knew of Bonham's contract. The contract had expired; none of the firm to my knowledge ever agreed to extend the time of payment. Bonham did not comply with his contract, and according to my understanding forfeited the lands. I think the person purchasing the land got his knowledge of Bonham's contract by inquiries at our office, perhaps three or four months after the contract was made.

p. 50—51.

CHARLES DEMENT states: I negotiated the contract for the sale of the land to Bonham. It was signed by John Dement.

There was no alteration or extension of time given to complainant upon his contract of purchase to my knowledge. Extensions or alterations of contracts, if made, were made in writing on the back of the contract.

p. 54—56.

GEORGE FIRKINS states: I was passing Bonham's about the 13th of October, 1852, on my way to the Dixon land office; Bonham wanted us to take a message

to Dement & Stedman that there was money due from him to them, and as soon as he found his horses he would be up with the money and pay them in a few days; gave the message to Mr. Stedman on the evening of the 14th of Oct. 1852. On the morning of the 15th John Dement and Stedman were both in the office, and we then gave them the same notice.

Mr. Dement then looked at some papers, and said it was due to-morrow, the 16th, and said tell Mr. Bonham not to be uneasy about the matter, as they were not particular about such matters for a few days. They both said they would not take any advantage of him for a few days delay. They told me to tell Mr. Bonham so. I saw the papers they were looking at, and upon which they said the money was due. I supposed from their appearance they were land contracts.

Exhibits.

Note, p. 57.
Deed to Ha-
dean.
p. 57—58.

This, together with the exhibits mentioned in complainants bill, was all the evidence in the case.

D E C R E E:

p. 61—64. That complainant pay into court for the use of Johnson & Olson, trustees, \$294.20, being principal and interest due on the contract with Dements & Stedman. That Johnson & Olson be deemed as trustees holding the legal title for complainant. That Olson & Johnson convey to complainant the land in controversy. That the contract between Dement and complainant be specifically performed, and that Johnson and Olson pay the costs.

ERRORS ASSIGNED:

1st.—In rendering the decree in favor of complainant, and against defendants below.

2nd.—In not dismissing the complainants bill.

POINTS AND AUTHORITIES:

1st.—The contract between Dement and Bonham of 11th of November, 1851, was forfeited by the non-payment of the money on the 16th October, 1852: time being made material and of the essence of the contract.

2nd Stories Equity, Sec. 776—780, and authorities cited.

2nd.—There was no agreement to extend the time of the performance by Bonham on the part of Dements & Stedman.

3rd.—A parol agreement such as is set up in the bill, or attempted to be proved, would not bind the parties.

4th.—The contract was rescinded by the sale to Johnson & Olson.

5th.—Admitting that Stedman & Dement told Firkins all that is pretended, still, this is no contract of extension of time by them, especially as it is not shown that Bonham was advised of the same, or in any manner acted upon it.

6th.—Neither Johnson nor Olson, nor their agent, were guilty of any fraud or misrepresentation by which the conveyance was procured to them.

7th.—Dements and Stedman had a clear legal right to treat Bonham's contract as forfeited, and to sell the land to another; and, having done so, the reasons or motives by which they were influenced to exert this right are wholly immaterial.

N. H. PURPLE, *Defendants Solicitor.*

James H. Bouhau }
ad

John Vincent & others }

Properly Entitled on the
Docket - "Oloff Johnson Esq

vs

James H. Bouhau }

Appeal from Poria

Argument for Appellants

It may be, that the Conduct of the agent of the Appellants in the purchase of the land in controversy in this suit may be liable to censure, as not being in strict accordance with those principles of honorable and fair dealing which are often preached and seldom practiced.

It is true that he did know that the land had been contracted to Bouhau. He knew also that the time for the payment of the money upon his contract had expired - and that by its terms the contract was forfeited or might become so, at the option of the Defendant, Vincent & Steadman.

Fastidious Ideas of honor might have induced some persons not to have interfered to purchase the property unless they were satisfied that the Original Contractor had in fact abandoned his Contract

Although there is no Evidence to that Effect yet for the purpose of this argument I shall take it for granted that Hadrian when he purchased may have supposed that Bouhau still wished to take and pay for the land.

Concerning this, then, how stands the case? Is the Complainant in this case Entitled to the decree which the Circuit Court gave him?

What are the facts?

Bouhau had Contracted to purchase the land he had paid \$25.00 and agreed to pay \$200. more at a Specified time - Time was made material and of the Essence of the Contract - If he did not pay promptly the Vendor has the Right to treat the Contract as forfeited. They did so treat^{it} the act of Sale was

declaration of the forfeiture; the Com-
plainants agent saw the Contract and
knew that upon its face it was for-
feited - Upon this knowledge he did or
he had a legal Right ~~to~~ do - Bought it
and paid for it. The purchase was in law
"bona fide" - If there was any parol Con-
tract between Rudord & Bouhow to ex-
tend the Original time of Payment on
Bouhow Contract, Hadian did not
know it - And if Hadian did Repre-
sent to Devents & Stedman that Bouhow
did not want the land, such Represen-
tation did not induce them to declare
Bouhow Contract forfeited and to
sell the land to Appellants

The foregoing Statements are fully
Sustained by the Record -

But in truth and in fact there
was not even a parol agreement to ex-
tend the time of Payment to Bouhow.

Hartley & Hirkins State, that Devent
Said and told them to tell Bouhow not
to be uneasy, that they would take no
advantage of him for a few days -

John Devent, Charles Devent and

Shew all these State that there was
no agreement made to extend the time
of payment to Bonham; and that the
Contract with him was forfeited and at
an End when they sold to Appellants.

Then as to this Extension by Parol
the Witnessed Stand three in our favor to
two against us - all being Equally credible
and having Equal Means of Knowledge, the
Majority must Control - So that the fact
asserted is not Sustained by proof.

And Even if it were proved that Agree-
ment made the Statement testified to by
these two Witnessed - It is not Shown
by any Evidence, that Such Statement
was Ever in any Manner Communi-
cated to Bonham - or that he in any
respect Relied upon the Same.

This fact is not to be presumed - If
at all Material it must be proved.
Until this clearly appears, there can be
no pretence that any fraud was practiced
on him. Until this is made Manifest
the Case stands precisely in the position
that it would have done, if no Communi-

cation had never been made to Dement & Stedman upon the subject.

It is idle to assert that Bonhom was defrauded by statements and declarations of Dement, of which so far as this Record shows he never had the slightest intimation

And what Effectually puts an End to every pretence that he was defrauded thus, is this - That Bonhom could not possibly have relied upon any such statement by Dement; ~~is~~ that if he ever was informed of it, such information must have come to his knowledge too late to permit him, on account thereof, to omit the payment of the Money when due by the Contract. The information could not have reached him in time for him to have made the payment on the 16th Oct 1852, when the money became due. It was on the 15th at Six o'clock, and as alleged in Complainants bill; Sixty five miles from where Bonhom lived, that the word was sent to Bonhom. It was after business hours in the morning when the alleged conversation occurred

The Messenger could not, in any ordinary or probable Mode of travel have Reached Bonhom on the 15th Or 16th in time for Bonhom to have gone to Sipow to complete his Contract by paying the money on the 16th

There were no Rail Roads there in those days.

It was not this alleged Conversation then, which induced him not to make his payment according to his Contract - Because he never knew of it until it was too late for him to pay at the time stipulated by the Contract.

He could not rely upon, or be in the least prejudiced or defrauded by a Statement of which he had no knowledge until the time had elapsed when it would have been impossible for him to have performed his Contract; if Strict performance had been demanded.

But as I have before stated, no such Contract or Conversation had been proved, the weight of Evidence being against it.

But admitting the Existence of Such a Contract, the Same would have been entirely gratuitous without Consideration and Void.

That Such a Contract as a Contract could not be enforced is too palpable for argument. The Money is about to become due, and without any thing being paid or agreed to be paid by the Appellee, without any benefit derived to the Appellants, or injury to be sustained by the Appellee, Sement says "I will take no advantage of you for a few days," — This is no Contract in law. It has no binding force or Obligation.

It is Simply trusting to a man's honor, and word, and done with a full knowledge that there is no legal obligation under which it could be enforced.

The Party who thus hazards his property, has no legal or Equitable right to complain if he is disappointed and not realized. He is Criminally negligent of his own Rights and interests and Remedies if damaged or injured.

through his own inexcusable credulity.

Again while it is probable from the Evidence that Hadden expressed the Opinion to Deemits & Steelman, that Bouhous did not want, or probably would not pay for the land - Yet it is entirely clear from the Evidence of all three of them, that these Statements had no Effect on them by way of inducement to them to Sell to Appellants - It is manifest that the inducement to them to forfeit Bouhous Contract and Sell to Hadden was the additional price of One hundred dollars over and above the first Contract, which was paid upon the last Sale -

The Sale last made was an open and Notorious act of Rescission & forfeiture of the Contract Made with Bouhous

Whatever may be Said or thought of the Moral honesty of the transaction (admitting that all the Appellee contends for is proved); it cannot be denied that the Deemits and Steelman had a

Clear legal Right to treat Bonham's Contract as forfeited, and to sell the land to the Appellants

This they have done ~~the~~ the Reasons or motives which influenced them to Exercise this Right are wholly immaterial, and the Appellee has no Right to inquire into them.

When Bonham had placed himself in a position where his Contract was liable to be forfeited, and the Right to declare the forfeiture had accrued to Clements & Hedman, it matters not upon what Consideration or on account of what Representation they were induced to Exercise the Right— They could do it without a Reason, and were not obliged to give one— And when they say Bonham says to them, you would not have done it, but for the fraudulent Statements and Representations of Hedman; they have a Right to Reply— "How do you know we would not,"? What Right have you to question our act or conduct in this Respect; Your Rights were already gone by your negligence and inattention— We have chosen our own Course, We are not depounded— You have lost nothing, and have no Right to complain

upon or made to us.

There is no peculiar hardship in the case, Bonkore told it is true, \$25.00 paid by him at the making of the Contract - But this was the Contract and he had no just cause of Complaint - But principles and fixed Rules of decision are not to be warped to fit a particular case, however much, advanced to it may operate to the injury of a party in the particular case - Nor is a Court of Equity instituted for the sole regulation of the moral conduct of the Citizens, or the Enforcement of Rules specially applicable to Codes of Honor. To do Justice and Right to all by the same Rule and under the same Circumstances, the Rules in Equity as well as in law ^{and must be,} inflexible

There is no legal foundation for the Verdict entered by the Circuit Court, and the same ought to be ~~reversed~~ Reversed and the Complainant's bill dismissed

April 17th 1861.

J. H. P.
For Appellants

Cliff Johnson 3 appts
Wotton (171-5)
Jesse F. Bourne 1 appt

Argument
M. Pyle

Filed Apr. 30 - 1861

L. Deland
Clerk

Page
1.

Pleas before the Circuit Court within and for the County of Peoria in the State of Illinois on the twenty first day of August in the year of our Lord One thousand eight hundred and sixty. The Honorable Elihu N. Powell Judge of the sixteenth judicial Circuit of the State of Illinois presiding, to wit:

State of Illinois
Peoria County }²¹ Be it Remembered that heretofore to wit on the seventeenth day of November in the year of our Lord One thousand eight hundred and fifty five there was filed in the office of the Clerk of the Circuit Court within & for the County of Peoria in the State of Illinois a transcript from the Clerk of the Circuit Court of the County of Henry in the State of Illinois, which with the papers therewith filed is in the words and figures following to wit:

Pleas before the Hon. Ira O. Wilkinson Judge of the Sixth Judicial Circuit Court at a term of the Circuit

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Court held at the Court house in Cambridge in the County of Henry and State of Illinois on the first Monday in the Month of May A.D. 1853. Present. Hon. Ira C. Wilkin- son Judge, Mathew B. Potter, Sheriff & Wm H. Brainard Clerk.

And afterwards to wit on the fourth day of said term the following proceedings were had to wit:

James F. Bonham

vs

Olof Johnson et al

} Bill

At this day came the plaintiff in this cause by Julius Meanning his attorney and the Defendants in this cause not having been duly summoned on motion it is ordered by the Court that this cause be continued to the next term of this Court and that alias Summons issue to the Sheriff of Lee County against said defendants returnable to the next term of this Court.

And afterwards to wit at the Oct. Term of said Court in the year 1853 on the fourth day of said term and on the 26th day of said month the following proceedings were had to wit:

James F. Bonham

vs

Olof Johnson et al

} Bill continued

At this day came the parties herein by their attorneys, Miles S. Henry enters the appearance of John and Charles Dement and

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Amos C. Steedman and on his motion and by agreement of parties their answer is to be filed by the first day of the next term of this Court; On motion of complainant leave is given him to take the depositions of said depts. John & Charles Dement and Amos C. Steedman. On motion it is ordered by the Court that this cause be continued to the next term of this Court.

And afterwards to wit at the May term of said Court in the year 1854 on the first day of said term the following proceedings were had to wit:

James B. Bonham

vs

Olof Johnson et als

} Bill continued

At this day came the defendants and filed their answer herin and the plaintiff came and filed his replication thereto and on motion of the parties herin it is ordered by the Court that this cause be continued to the next term of this Court.

And afterwards to wit at the Oct. term 1854 on the third day of said term ~~1854~~ on the third day of said term the following proceedings were had to wit:

James B. Bonham

vs

Olof Johnson et als

} Bill continued.

At this day came the parties herin and by agreement it is ordered by the Court that

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this cause be continued to the next term of this Court.

And afterwards to wit, at the April term in the year 1855 on the 4th day of said term the following proceedings were had to wit:

James F. Bonham

vs

Olof Johnson et als

} Bill continued

At this day came the parties and by Agreement it is ordered by the Court that this cause be continued to the next term of this Court.

And afterwards to wit at the September term of said Court in the year 1855 on the 4th day of said term the following proceedings were had to wit:

James F. Bonham

vs

Olof Johnson et als

} Bill continued

At this day came the parties herein and the judge of the Court having been engaged as counsel in said cause, by the agreement of parties, It is ordered by the Court that the venue be and is hereby changed to Peoria County in the 16th Judicial Circuit in the said State of Illinois.

Clerks fees \$20.36

Sherriffs " 11.00

Postage to Peoria 60 of which 47 cents was paid by J. Gale

State of Illinois
 Henry County { I Wm H. Brainard, Clerk of the Circuit
 Court do hereby certify that the foregoing is a true and correct
 copy of the record of the above cause and that the accom-
 panying papers numbered from 1 to 19 inclusive are all of
 the papers in said cause on file in my office. Witness my
 hand and seal of Court at Cambridge this
 9th day of November 1855
 Wm H. Brainard, Clerk
 by Wm L. Dalrymple Dep.

There was also filed with the transcript in said cause the
 following bill in Chancery in the words and figures following
 to wit:

"To the Honorable the Judge of the sixth Judicial Circuit
 of the State of Illinois in Chancery sitting in the Circuit
 Court in and for the County of Henry and State of Illinois
 Humbly complaining sheweth unto your honor your
 orator James T. Bonham that heretofore that is before and
 on the eleventh day of November A.D. 1851 John Dement
 Charles Dement and Amos C. Stedman were in partnership
 at Dixon in the County of Lee and State of Illinois and
 doing business together in the purchase and sale of real
 estate and that the said purchases of real estate were some-
 times made in the name of one of said partners and some-
 times in the name of other of said partners but that
 such purchases were made with the partnership funds

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of the said copartnership and for the joint benefit of the members of said firm, which firm was known and designated by the style and firm name of Dement & Hedman

And your orator shows that on the said eleventh day of November A.D. 1851 the said partnership owned certain tracts of land or were about to purchase certain tracts of land lying and being situate in the County of Henry and State of Illinois known and described as the South west fractional quarter and the south half of the north west fractional quarter of section nineteen in township fourteen north range four east containing one hundred and fifty three acres and fifty eight hundredths of an acre more or less. And your orator shows that the different members of said firm had full authority to enter into contracts for the sale of any of the real estate in equity belonging to said firm either in their respective individual names ^{or in the name} of said firm.

And your orator shows that on the said eleventh day of November A.D. 1851 your orator purchased of said firm by a contract made in writing with the said John Dement all the said lands, which said contract in writing is in substance as follows.

" Articles of agreement made this eleventh day of November in the year of our Lord One thousand eight hundred and fifty one between John Dement of Lee County Illinois of the first part and James F. Bonham of Henry County Illinois of the second part witnesseth that, the said party of the second part shall first make the payments and

perform the covenants hereinafter mentioned on his part to be made and performed the said party of the first part hereby covenants and agrees to convey and assure to the part of the second part in fee simple, clear of all incumbrances whatever by a good and sufficient warranty deed subject to any valid pre-emption right the following lot piece or parcel of ground viz: The South west fractional quarter and the South half of the North West fractional quarter of section nineteen in township fourteen north range four east containing one hundred and fifty three acres and fifty eight hundredths be the same more or less.

And the said party of the second part hereby covenants and agrees to pay the said party of the first part without further delay than is herein specified as the time of payment is hereby mutually agreed to perform an essential part of this contract, the sum of two hundred and twenty five dollars in manner following: twenty five dollars cash in hand paid and the remainder two hundred dollars payable on or before the sixteenth day of October next in the promissory note of said Bonham given this day.

And to pay all taxes, assessment or impositions that may be legally levied or imposed upon said lot; and in case of the failure of the said party of the second part to make either of the payments or perform any of the covenants on his part the party of the first part shall have the right to declare this contract forfeited and determined and to reenter and take possession of said premises and to have and retain all payments that shall have been made

upon said contract. It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs executors administrators and assigns of the respective parties. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written

John Dement *Seal*

James T. Bonham *Seal*

And your Orator shows that he was at the time of the execution of the said contract and from thence hitherto hath been a resident of the County of Henry in the State of Illinois, that your orator resides a long distance that is the distance of Sixty five miles from Dixon aforesaid, and that the last payment specified in said written contract was by the effect thereof to be paid at Dixon aforesaid,

And your Orator shows that it was ascertained by your orator that it would be extremely inconvenient if not impossible for your orator to make payment of the said sum of two hundred dollars at Dixon aforesaid on the precise day when the same became due and payable and therefore your orator employed and authorized Amos Hartley and George Perkins to act as your orator's agents jointly or severally and to represent to the said Dements & Hedman that your orator could not conveniently make said payment as aforesaid on the said sixteenth day of October A.D. 1852 when the same fell due and that your orator could and would make such payment in a few days after the said sixteenth day of October if the said Dements

9 & Stedman would agree with your orator to an extension of time for such payment for a few days aforesaid. And thereupon the said Heatley & Perkins before said last mentioned payment fell due that is on the 11th day of October A.D. 1852 on behalf of your orator went to the said Dements & Stedman and made the representations aforesaid and then and there requested of the said Dements & Stedman that they should extend the time of the payment of said two hundred dollars for a few days, and thereupon the said Dements & Stedman agreed with your orator through his said agents that they would extend such time of payment for a few days after the expiration of said time of payment and requested your orator's said agents to say to your orator that your orator need not make himself uneasy that they the said Dements & Stedman would not take the advantage of of any one. And thereupon your orator relying upon said last mentioned agreement and statement made by said Dements & Stedman did not pay the said sum of two hundred dollars on the day when the same became due and payable but delayed to make such payments for the space of five days thereafter.

And your orator shows that then and before and from thence hitherto there was a company associated together owning their property together and commonly known as the Swedish colony at Bishop's Hill which company then did business at and within the said County of Henry, and that the principal business of said

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Company was done by certain persons and in the name of certain persons known and distinguished as "Trustees of the Swedish Colony of Bishop's Hill" Henry County Illinois and your orator shows that on and before the 21st day of October A.D. 1852 the said trustees were Olof Johnson and John Olson; and your orator shows that on the said 21st day of October A.D. 1852 one Nelson A. Haden otherwise called Nils Haden was the agent of the said trustees and by them authorized and entrusted to make the purchase of said estate in the name of said trustees and further that said trustees authorized the said Haden to purchase of the said Dements & Hedman the said lands above described and secretly furnished the said Haden with money and sent the said Haden covertly to the said Dements & Hedman to make a purchase of said lands, notwithstanding the said Johnson, Olson and Haden all well knew of your orator's contract of purchase as aforesaid, and the said Johnson and Olson expressly authorized said Haden for the purpose of purchasing said land and to defraud your orator in that behalf to represent to said Dements & Hedman that your orator had abandoned and given up the intention of fulfilling his, your orator's contract of purchase aforesaid, and that if said Dements & Hedman would convey or cause to be conveyed said lands to the said trustees that it would be all right so far as your orator was concerned.

And thereupon the said Haden agent as aforesaid went to the said Dements & Hedman as

~~affairs~~ ~~not~~ to the said Dements & Hedman and
represented to them on the 21st day of October A.D. 1852
that your orator did not intend to fulfill his said contract
above set forth and if said Dements & Hedman would let
them the Company aforesaid of whom said Hadean was one
have the said lands and convey them to the said trustees it
would be all right and ~~was~~ not at all contrary to the wishes
of your orator. And the said Dements & Hedman supposing
and believing that the representations aforesaid of the said
Hadean were true and relying upon them improperly and
illegally agreed with said Johnson & Olson acting through
the said Hadean on behalf of said Company to sell and
convey said lands to the said trustees; And your orator
shows that all and singular the representations of said trustees
through their said agent were utterly false and fraudulent
that your orator not only intended but was prepared on
the said 21st day of October to pay said Dements & Hed-
man the full amount then due thereon.

And your orator shows that before and at the
time of the said agreement ^{made} by said Dements & Hedman
with said trustees through said Hadean the said Johnson
Olson & Hadean had full notice of your orators said con-
tract of purchase and well knew that your orator intended
to and was able to complete his said purchase under the
said contract of your orator.

And your orator shows that
on the said 21st day of October A.D. 1852 the said
Dements & Hedman, being deceived by the said false and

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fraudulent representations made by said Hadean as aforesaid and the legal title to said lands then being in the said Amos C. Stedman one of the said partners aforesaid, he the said Stedman together with Lucina Stedman his wife in pursuance of the said fraudulent agreement so obtained to be made by said Hadean by his and her deed of date the 21st day of October A.D. 1852 in consideration of three hundred dollars, granted bargained sold and conveyed the said lands to the said Olof Johnson & John Olson Trustees of the Swedish Colony of Bishop Hill, Henry County Illinois, and delivered the said deed to the said Hadean as agent as aforesaid a copy of which deed duly certified by the Recorder of said Henry County is herewith filed marked X and made a part of this bill for the purpose of evidence and reference.

+

And your Orator shows that your orator relying upon the agreement of the said Dements and Stedman to extend the time of payment of said two hundred dollars and their statement that your orator need not be uneasy, and that they would not take the advantage of any one afterwards employed one Simon Collison and furnished him with sufficient money to pay off the amount due on your orators said contract and sent him as your orators agent, to Dixon aforesaid with directions to pay off the amount due on your orators said contract and obtain and accept in the name and on behalf of your orator a deed from said Dements & Stedman conveying to your orator the said lands.

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And your orator shows that the said Collison on the same 21st day of October A.D. 1852 arrived in Dixon aforesaid and had in his possession of your orator's money more than sufficient money to pay off the demand of said Dements & Hedman against your ^{orator on your behalf} orator's said contract of purchase; and the said Collison, as your orator's agent and in your orator's name then and there offered to pay said Dements & Hedman the said sum of due them from your orator and expressly tendered payment of such sum to them and demanded in your orator's name a conveyance of said lands according to the terms of your orator's said contract of purchase, but the said Dements & Hedman refused either to accept said payment and also to execute a conveyance of said lands to your orator and gave as a reason therefor that they had on the same day and only a few hours previous caused the said lands to be conveyed to the said trustees as aforesaid.

And your orator shows that he was on the said 21st day of October and from thence hitherto hath been and still is ready able and willing to pay to said Dements & Hedman the said sum of two hundred dollars, and now hereby offers to pay them the said sum with interest thereon up to the time of said offer and tender or to pay the same to whosoever your Honorable Court shall adjudge the same to belong.

And your orator shows that that afterwards that is on the 30th day of October

19, 1852 he your orator again applied to the said
 Dements & Stedman to convey said lands to your orator
 notwithstanding said conveyance to said Johnson & Olson
 as trustees as aforesaid and the said Dements & Stedman
 represented to your orator that although the said Johnson
 & Olson through the agency of said Adair (alias Hadrian)
 had fraudulently obtained said last mentioned conveyance
 yet that they said Dements and Stedman were unwilling
 to execute or procure to be executed to your orator a conveyance
 of said lands as they were unwilling to execute two con-
 veyances of the said tracts of land, but that they were willing
 to admit your orators right in equity to said lands, and
 that they in no wise intended to abridge your orators right
 in the premises and thereupon the said Dements & Stedman
 executed to your orator a certificate in the words and figures
 following

" We certify that Nelson Adair agent of Olof
 Johnson & Co. came to us soon after a certain contract run out
 that we gave to ~~James~~ Jas. F. Barnham for a certain piece
 of land in Henry County Illinois & represented that said
 Barnham did not intend to fulfill said contract & that
 if we would let them the said Johnson & Co have a deed of
 said land it would be all right and supposing it to be so
 we deeded the land to them Oct. 21st 1852 some five days
 after Mr. Barnham contract expired, the same day after the
 deed was executed Mr. Barnham sent money to fulfill said
 contract. Dixon Oct. 30th 1852.

Dements & Stedman"

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And your orator shows that the contract mentioned in said certificate is the same contract between your orator and said John Dement above set forth, and that the deed mentioned in said certificate is the same deed a copy of which is hereto attached marked K, and that the representations of said Alean mentioned in said certificate are a portion of the fraudulent and false representations before in this bill set forth; and that by "Olof Johnson & Co" in said certificate is meant and intended the said trustees Alean and others interested or supposed to be interested in the purchase of said lands described in said deed as the Swedish colony at Bishop's Hill.

And your orator shows that since the execution of said deed all the said persons known and described in said deed by the title of the Swedish colony at Bishop's have been incorporated by a certain act of the Legislature of the State of Illinois and that the corporate name of said company is "Bishop's Hill colony"

And your orator shows that all the title in equity to said lands acquired (if any) by virtue of said deed from said Stedman & his wife to the said trustees, which was vested in any person or persons under the general description of the Swedish colony at Bishop's Hill has now become vested absolutely in the said corporation by the name and style aforesaid and with full notice of all and singular the matters above stated and set forth.

And so your orator shows that by virtue

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of said deed from the said Amos C. Stedman and his said wife the said Johnson and Olson and all those for whose use or benefit the said Johnson & Olson took the said conveyance, which use and benefit is now vested in the said Corporation, took the said lands and any interest they might by said last mentioned deed have acquired in said land only as trustees to your orator and subject and subservient to all of your orator's said rights in the said lands.

And your orator shows that he has frequently in a friendly manner applied to the said Dements and Stedman and Johnson and Olson and the said corporation to have the said title to said land upon your orator's paying the said sum and interest due as the residue of the purchase money thereof from your orator to the said Dements and Stedman.

But now so it is that the said Johnson & Olson and the said corporation utterly refuse to comply with such reasonable request; and the said Dements and Stedman refuse to receive said sum and interest or to convey said lands to your orator except upon the cancellation of said deed from said Stedman and his wife to said Johnson and Olson; and the said John Dement Charles Dement Amos C. Dement Amos C. Stedman Lucina Stedman Olof Johnson John Olson Nils Hadlean (alias Nelson Idean) and the said Corporation combining and confederating together, utterly deny your orator's rights in the premises and pretend that your orator has no equitable rights in the premises.

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All of which is contrary to equity and good conscience; And forasmuch as your orator can only obtain adequate relief in the premises in a Court of equity where such matters are properly cognizable and relievable.

To it and therefore that the said John Dement - Charles Dement Amos C. Steedman Lucina Steedman Olof Johnson John Olsson Nils Hladman (alias Nelson Hladman) and the said "Bishop Hill Colony" may be made parties defendant hereto and required full true and perfect answer to make to the matters aforesaid and that as fully and particularly as if the same were here again repeated, and they and each of them particularly interrogated thereto - And your orator hereby expressly waives the oath of each and every of said defendants to their several answers hereto - And that upon a final hearing of this bill the said Olof Johnson and John Olsson may be decreed to convey to your orator the said lands upon your orator's paying to said Dement & Steedman whatever sum may be found due them of principal and interest of the purchase money of said land or depositing the same for their use under the order of your Honorable Court; and in default of said Johnson & Olsson conveying said land, a Commissioner be appointed to execute such deed in their names and in either case that such deed when executed be good in law and equity to convey to your orator all the right title and interest of said Johnson and Olsson and said corporation and the right title

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and interest of all persons acquired by said deed from said deed from said Steadman and his wife and that your orator may have such other and further relief as unto your Honor shall seem meet and as shall accord with equity and good conscience).

May it please your Honor that a summons in chancery issue out of the Circuit Court of Henry County aforesaid against said defendants, returnable to the next term thereof in due form of law, summoning them to answer the matters aforesaid and to abide the decree of your Honor in the premises & your orator will pray &c

Julius Manning Sol^r for complt.
(Endorsed)

"Filed in the clerk's office April 14th 1853

W^m H. Brainard, Clerk"

(Answer of John Dement)

Answer of
John Dement.

" State of Illinois	{	Of the Henry County Circuit Court
Henry County		A D. 1854 - In chancery
James T. Bonhom	{	
vs		
John Dement et al		

The separate answer of John Dement one of the defendants to the bill of complaint saving and reserving unto himself all benefit and advantage of exception which can or may be had or taken to the many errors and insufficiencies and other imperfections in said complaints

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said bill of complaint contained, for answer thereto says.

That it is true that in November A.D. 1851 this defendant and Charles Dement and Amos E. Hedman were partners in the purchase and sale of real estate and that said purchases were made sometimes in the name of one and sometimes in the name of the others of the said firm, and that the name of said firm was Dement & Hedman, and that on or about the eleventh day of November A.D. 1851 the said firm owned the South west fractional quarter and the south half of the north west fractional quarter of section nineteen in Township No. fourteen north range four east in Henry County County & State of Illinois, but that said tract of land did not contain one hundred and sixty acres, but that the same did contain one hundred and fifty three acres and fifty eight hundredths of an ~~of~~ acre as appears by the maps or plats of said lands in the land office of the United States at Dixon County of Lee and State of Illinois.

And this defendant further answering admits that each and every of said firm had power and authority to contract for the sale of the real estate purchased by said firm and owned by them in the name of the firm or of either of said firm. And that said James P. Bonham on or about the eleventh day of November A.D. 1851, bargained and contracted with said firm by an agreement in writing with this defendant for the sale and conveyance of said lands above described, by the terms of which agreement, this defendant

agreed to and with the said complainant that on his making the payments and performing the covenants in said agreement, said forth and at the time specified in said agreement (and that the time of the payments mentioned in said agreement was by the terms of said agreement to form an essential part of said contract) this defendant was to make and execute to said complainant a deed of said lands as set forth in said bill complaint, and that this defendant admits said Bonhorn is a resident of said County of Henry and that the payments in said contract mentioned were to be made at Dixon. And this defendant further states that that said complainant did not make the last payment on said contract for the sum of two hundred dollars when the same was by the terms of said agreement to be paid to this defendant or either of the members of said firm, but that said complainant failed to pay said not pay on or before the sixteenth day of October A.D. 1852 the said sum of two hundred dollars & thereby and forfeited his right to a conveyance of said lands under and by virtue of said agreement.

And this defendant further answering says that he does not know and cannot state that George Perkins and Amos Corty or either of them were authorized to act for said complainant, and that they represented to this defendant or to another of said firm that said complainant could not conveniently pay said sum of two hundred dollars on the said sixteenth day of October 1852 when the same fell due by the terms of said agreement but that he would pay the same in a

9/ few days, if said firm would agree to extend said contract & that said firm did agree with said Hartley & Perkins agents of said complainant, that they would extend the time of the payment of said sum of two hundred dollars for a few days after said term when the same would fall due by the terms of said agreement, and that thereupon said Bonham delayed the payment of said sum at said time. But this defendant avers and so states that he has no knowledge of any such extension of time or agreement by the said firm or either of them to extend the time of the payment of the said sum of two hundred dollars beyond the time mentioned in said agreement & that he has no recollection of any application being made by said complainant or any person on his behalf to extend said time of payment in said agreement mentioned of said sum of two hundred dollars or any part thereof, nor does he believe that any such agreement was made by any of the members of said firm of Dement & Stedman - That this defendant had no knowledge of and never made or consented to any such agreement or arrangement or to any alteration or extension of the original contract.

And this defendant further answering says, that from his own knowledge he does not know & cannot state what representations Nelson Headean made to his partners Charles Dement & Amos C. Stedman or either of them in relation to the said complainant having given up all intention to fulfill said

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contract & that if the Dements & Co would convey the said lands to the trustees of the Swedish colony of Bishop's Hill all would be right.

But this defendant avers and so states that no such representations were made to this defendant by said Haden or any other person at the time in said bill set forth or at any other time to the recollection of this defendant but that the said firm believing said contract made with said Bonham was forfeited by the default of said Bonham as aforesaid & that he had no claim upon the said land, the same was sold and conveyed on the said 21st day of October A.D. 1852 by said James L. Stedmon as stated in said bill to the trustees of the Swedish colony at Bishop's Hill.

And said defendant does not know and cannot state that on the said 21st day of October A.D. 1852 that said Bonham by himself or his agent made a tender of the said sum of two hundred dollars as stated in said complaint bill set forth.

And that the defendant does not know and cannot state, what writing if any, the other members of the said firm gave the said Bonham in relation to the sale and conveyance of said lands to said trustees of the said colony at Bishop's Hill.

And this defendant denies all and all manner of unlawful combination and confederacy without this that there is any matter, cause or thing in said complaint and said bill of complaint contained material or necessary

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for this defendant to make answer unto and not herein
and hereby well and sufficiently answered and confessed.
traversed or denied or avoided and sufficiently answered
is true to the knowledge or belief of this defendant all
which matters and things this defendant is ready and
willing to aver maintain and prove as this Honorable
Court shall direct and humbly prays to be hence dismissed
with his reasonable costs and charges in this behalf most
wrongfully sustained

John Dement.

State of Illinois

Lee County

{ John Dement whose name is subscribed
to the foregoing answer being duly sworn on his oath says
that the said answer was read to him and that he knows
the contents thereof, and that the matters & things therein
stated from his own knowledge are true in substance
and in fact as therein stated & those matters therein that
are stated from information & belief he believes to be true.

John Dement

Subscribed and sworn to before me this 29th day of April
1854. Witness my hand and the seal of the Lee
County Circuit Court at Dixon Illinois
J. L. Boardman, Clerk
(Endorsed)

"Filed May 1, 1854

Wm. H. Brainard Clerk"

And afterwards on the 17th November 1855 there was filed in the
Clerk's office of Peoria Co. Circuit Court the following answer to wit:

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Answer of Olof Johnson
& also

(Answer of Nils Hadean Olof Johnson John Oleson & others)

"State of Illinois
Henry County } Circuit Court

On the Chancery side thereof

The answer of Nils Hadean Olof Johnson John Oleson and the "Bishop Hill Colony" by said Olof Johnson & John Oleson Trustees, to the bill of complaint of James F. Bonham.

These defendants now and at all times hereafter saving and reserving unto themselves all benefit and advantage of exception which can or may be had or taken to the many errors uncertainties & other imperfections in the said complainants said bill of complaint contained for answer therunto or unto so much and such parts thereof as these defendants are advised is or are material or necessary for them to make answer unto these defendants answering say that it is not true as charged in said bill that John Dement Charles Dement & Amos L. Hedman were partners in the purchase & sale of real estate in the County of Lee & State of Illinois.

Defendants further answering say that it is not true that the said partners on the eleventh day of November A.D. 1851 or on any other day or time owned or were about to purchase certain tracts of land lying and being in the County of Henry & known and described as the south west fractional quarter, and the south half of the north west ~~quarter~~ fractional quarter of section nineteen in Township fourteen North of range 4 East but your defendants admit that on or about the time above mentioned

25 Amos C. Stedman was the owner of said tract of land

Defendants further answering say that it is not true that said complainant purchased of said firm on the eleventh day of November A. D. 1851 the said above described tracts of land but admit that he made the contract as set forth in said bill with John Dement but deny that said John Dement owned the same or had any right to sell the same.

Defendants further answering admit that complainant resides in the County of Henry and at the distance of sixty five miles from Dixon, but deny that the last payment specified in said contract was, by the effect thereof to be paid in Dixon aforesaid.

Said defendants further answering say that they do not know & cannot state on information ~~and~~ belief as to the great inconvenience or impossibility of said complainant making payment of the said sum of two hundred dollars at Dixon aforesaid on the day when the same became due and payable, and further state that they do not know, but deny that said complainant employed & authorized Amos Hartley and George Perkins to act as his agents and to make the representations to Dements & Stedman as set forth in said bill and deny that said Hartley & Perkins made the representations as therein charged, and deny that said Dements & Stedman extended the time of payment as set forth in said complainant's bill.

Defendants further answering admit that there was & still is such a company of persons residing in

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Henry County known as the Swedish Colony at Bishop Hill and that the business was done in the name of certain persons known and distinguished as trustees of the Swedish Colony of Bishop Hill, and that on the 21st day of October A.D. 1852 two of said defendants to wit: Olof Johnson & John Olson were trustees.

Said defendants Olof Johnson & John Olson further answering admit that on the 21st day of October A.D. 1852 Nils Hadean was the agent of them as trustees as aforesaid and was by them authorized to make purchases of real estate and further admit that they authorized the said Hadean to purchase the said above described ^{of land} tract, at Dixon, provided the same was for sale and could be legally purchased, and admit that they ~~purchased~~ furnished him with money, but not secretly, and sent the said Hadean to Dixon but not covertly, to make said purchase. And said defendants Johnson Olson & Hadean deny that they knew of a contract of purchase existing between said complainant & said Dements & Stedman.

Said defendants Johnson & Olson further answering say it is not true as charged in said bill that they expressly authorized said Hadean for the purpose of purchasing said land & to defraud said complainant to represent to Dements & Stedman, that said complainant had abandoned and given up the intention of fulfilling his contract of purchase, and that if said Dements & Stedman would convey or cause to be conveyed said lands to the said trustees that it would be all right.

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so far as said complainant was concerned, but charges the truth to be that they authorized & instructed the said Hadean to purchase said lands if the same were for sale and could be legally purchased.

Said Defendant Nils Hadean further answering says it is not true as charged in said bill, that on the 21st day of October A.D. 1852 or at any other day or time he went to Dement & Stedman and represented to them that said complainant did not intend to fulfil his contract of purchase and that if they would let them (the said company) have the said lands & convey them to the said trustees it would be all right, and not contrary to the wishes of complainant, but said defendant charges the truth to be that he applied to said Stedman for the purchases of said lands, that Stedman informed him that the said lands were for sale, that the contract of purchase with said Bonham had expired, that said Bonham had forfeited all claims to the land under the contract, and that ^{for} the said Hadean wished or would purchase them that he Stedman would convey them to the said trustees. That the defendant Hadean then agreed with said Stedman to pay him the sum of three hundred dollars for said lands, and the said Stedman with his wife then and there conveyed to said trustees the said land by deed dated the 21st day of October A.D. 1852 and delivered the said deed to said Hadean as the agent of said trustees, and the said Hadean as such agent as aforesaid then and there paid the said

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Stedman the said sum of three hundred dollars as the full consideration money for said lands.

And the said defendants Headcan, Johnson & Olson further answering say: It is not true that they had full notice of said complainants said contract of purchase, and deny that they knew that said complainant intended to & was able to complete his said purchase.

Said defendants further answering say that true it is, the said Stedman with his wife conveyed the said lands to said Olef Johnson & John Olson, trustees as aforesaid on the 21st day of October A.D. 1852, but deny that he so conveyed as a member of the firm of Dements & Stedman, but as sole owner and in his own right, and say it is not true that said conveyance was made or caused to be made by the false or fraudulent representations of said defendant Headcan.

Said defendants further answering say that they have no knowledge information and or belief as to said complainants relying on the agreement of Dements & Stedman as to extending the time of payment & have no knowledge information or belief as to said complainants having employed one Lincoln Collison & having furnished him with money sufficient to pay off the amount due on said complainants contract & having sent him to Dixon for the purposes as set forth in said bill.

Said defendants further answering deny that said Collison as the agent of said

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complainant arrived in Dixon on the 21st day of October A.D. 1852 and offered to pay said Dement & Hedman the sum due them from complainant & deny that he tendered payment of such sum to them and deny that he in the name of said complainant demanded a conveyance of said lands.

Said defendants further answering deny that said complainant on the 21st day of October & from thence hitherto has been & still is able ready & willing to pay the said Dement & Hedman the said sum of two hundred dollars.

Said defendants further answering deny that on the 30th day of October A.D. 1852 the said complainant again applied to Dement & Hedman to convey said lands to said complainant, and further say that they have no knowledge or information as to the representations made by said Dement and Hedman to said complainant, but protest that if they did make such representations as set forth in said bill that the same are untrue, and deny that said Dement & Hedman admitted that said complainant had any right in equity to said lands.

Said defendants further answering say that they have no knowledge or information in relation to the certificate of Dement & Hedman (aside from the bill) as set forth in said bill, but say that if the same was given as therein set forth the said defendant Hedman denies that the representations therein contained purporting to have been made by him are true.

Said defendants further answering deny that the contract referred to in said certificate is the same contract between complainant and John Dement and deny that the deed referred to in said certificate is the same deed referred to in said bill & a copy whereof purports to be attached, & deny that the representations set forth in said certificate as purporting to have been made by Hadean were a portion of the alleged false and fraudulent representations previously set forth in said bill and deny that by Olof Johnson & Co in said certificate is meant the said trustees Hadean & others interested or supposed to be interested in the purchase of said lands described in said deed as the Swedish Colony at Bishop Hill.

Said defendants further answering say that true it is, that all the persons known and described in said deed by the title of the Swedish Colony at Bishop Hill have become incorporated, by an act of the Legislature of the State of Illinois and that the corporate name of said Company is Bishop Hill Colony.

Said defendants further answering admit that all the title to said lands acquired by said deed from Stedman & wife to said trustees has become vested absolutely in said corporation but deny that said corporation or the members thereof had any notice of the matters stated and set forth in said complainant's bill of complaint.

Said defendants further answering deny that said Johnson & Olson and all those for whose use or

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benefit the said Johnson & Olson took the said conveyance
took the same as trustees to said complainant, and subject
to said complainant's rights in the lands as they deny
^{that} he has any rights in and to the same.

And these defendants
deny all and all manner of unlawful combination and
confederacy wherewith they are by the said bill charged,
without this that there is any other matter cause or thing
in the said complainant's said bill of complaint contained
material or necessary for these defendants to make answer
unto and not herein and hereby ~~made~~ ^{well} and sufficiently
answered confessed traversed and avoided or denied is true
to the knowledge or belief of these defendants; all which
matters & things these defendants are ready & willing to aver
maintain & prove as this Honorable Court shall direct
and humbly pray to be hence dismissed with their reasonable
costs & charges in this behalf most wrongfully sustained

Amos A. Drury
Sols. for Defts

Nils Hedeen

Olof Johnson

John Ols Son

The Bishop Hill Colony
by Olof Johnson & John Ols Son
trustees

(Answer of Amos b. Stedman & Charles Dement)

Answer of
Amos b. Stedman
& Charles Dement

" State of Illinois, May Term of the Henry County
Henry County } Circuit Court A.D. 1854

James P. Bonham

vs

John Dement et al

In Chancery

The joint and several answers of Amos C. Hedman & Charles Dement two of the defendants to the bill of complaint, saving and reserving to themselves all benefit and advantage of exceptions which can or may be had or taken to the many errors and insufficiencies and other imperfections in said complainant's said bill of complaint contained for answer thereto says.

That is true, that said defendants Amos C. Hedman & Charles Dement were in partnership in the buying and selling of land as stated in said bill of complaint set forth and that said firm owned the lands described in said bill but deny that said tract contained 160 acres of land, but on the contrary aver the same is fractional & contains but 153 acres and $\frac{58}{100}$ and admits that said complainant on the 11th day of November A.D. 1851 made an agreement in writing for the purchase of said lands with said firm of Dements & Hedman for a the sum of two hundred and twenty five dollars as stated in said bill but these defendants aver and so state that the time of the payment of said sums of money in said contract specified to be paid by said complainant were by the terms of said contract made a material and essential part of the same as will appear by reference to the same. And these defendants admit it to be true that said complainant failed to

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pay the sum of two hundred dollars to the said defendants or either of the members of said firm at the time mentioned in said contract to wit on the 16 day of October A D 1852 but these defendants aver and so state that the said complainant failed to comply with the covenants and agreements on his part in said contract contained and that the same was forfeited by the neglect of said complainant. And these defendants further answering deny that any extension in writing or by parol was made with said Bonham or with any persons on his behalf or his agents to extend the time of payment of said sum of 200 \$ in said contract specified or in any manner alter or change the written terms of the same as therein specified by these defendants or by any or all of the members of said firm; that the said firm was not in the practice of making extensions or altering the terms of their contracts in writing for the sale of lands by parol-agreements. That when any change or alteration or extension were made, they were made in writing and entered upon the back of such contracts. And these defendants have no recollection whatever of having made any agreement as members of said firm or otherwise with Hartley & Perkins as the agents of said complainant to alter or change said contract as in said bill set forth but deny that the same is true as therein stated, or that any such agreement or understanding was had by the said firm with said complainant or his agents.

And these defendants further answering admits that on the 21st day of October A D 1852 these defendants

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conveyed the said lands to the said trustees of the Swedish colony of Bishops Hill - But said defendants deny that said land was conveyed to the said colony in consequence or by reason of any representations that were made to said firm by the said Nelson Haden or any other person, that the said complainant did not intend to comply with his contract or that he had given up all intention of purchasing the same, on the contrary these defendants aver & so state that said lands were sold to said Trustees in good faith & because these defendants knew that the said contract with Bonham had been forfeited and that he had no right or interest in the same or any claim to a conveyance from the said firm of Gement & Hedman or either of them.

And these defendants further answering admit that the said Amos L. Hedman made and executed a deed to said trustees as stated in said bill.

And these defendants admit that after said sale or conveyance the said Bonham by his agent tendered or offered to pay the said sum of two hundred dollars as stated in said bill, and that said Bonham applied to said firm on or about the 30 day of October 1852 for said land & that said defendants refused to convey the said land to said Bonham, and that at said time one of these defendants the said Amos L. Hedman did give the said complainant some statement in writing in relation to the making of said deed, that at said time the said Bonham, was complaining that a deed was given as aforesaid.

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And these defendants further answering ~~say~~ deny
all and all manner of unlawful combination and confederacy
without this that there is any matter cause or thing in said
complainant's said bill of complaint contained, material or
necessary for these defendants to make answer unto & not herein
and hereby full and sufficiently answered and confessed
traversed or avoided or denied is true to the knowledge or
belief of these defendants, all which matters and things these
defendant are ready to & willing to aver maintain & prove
as this Honorable Court shall direct. And humbly pray
to be hence dismissed with their reasonable costs and charges
in this behalf most wrongfully sustained &c

Chas. Dement
A. C. Steedman

State of Illinois

Lee County } Charles Dement and Amos C. Steedman
whose names are subscribed to the foregoing answer have
been severally sworn according to law depose and say that
said answer was read to each of them & that they know the
contents thereof and that the matters and things therein that
are stated to be of their own knowledge are true in substance
and in fact and those matters and things which are stated
upon information and belief they believe to be true.

Chas. Dement
A. C. Steedman

Subscribed and sworn to before me by the said Charles Dement
and Amos C. Steedman this 29th day of April A.D. 1854. Witness my
hand and seal of Court
J. S. Boardman Clerk
Lee Circuit Court

(Endorsed)
"Filed May 1, 1854
W. H. Brainard Clerk"

Also on the same day there was filed with the papers in said cause in the Clerk's office of the Circuit Court of Poria County the replication following to wit:

replication
"State of Illinois
Henry County } Henry Circuit Court, May term 19, 1854.
James P. Bonham comp.

Olaf Johnson & others Defts }

The replication of the complainant to the answers of the defendant filed herein for replication thereto saving & reserving to himself all & all manner of exception to the many errors uncertainties & other imperfections in said several answers says that the matters & things set forth in said answers are not true & the matters & things contained in complainant's bill are true & that he will aver & prove the same as this Honorable Court shall direct & prays as by his said bill he hath before prayed.

Manning & Douglass
Sols. for compl.

(Endorsed)
"Filed May 1, 1854
W. H. Brainard Clerk"

Depositions of
Amos Hartley &
Simeon Collinson

(Depositions of Amos Hartley & Simeon Collinson)

" State of Illinois }
County of Knox } The depositions of Amos Hartley and
Simeon L. Collinson taken before William M. Gowan a Justice
of the peace in and for said County and State at his office
in Knoxville in said County and State on the 28th day of
April A.D. 1854 to be read in evidence on the hearing of a
certain cause in Chancery now pending in the Circuit Court
in and for the County of Henry in said State, wherein James
F. Bonham is complainant and John Dement and others
are defendants; in pursuance of the hereto attached notice

Present at the time of the taking of such
depositions Manning & Douglass for the complainants,
Harman G. Reynolds Solicitor for Hadeen Johnson, the
Swedish Colony of Bishops Hill and their codefendants.

The said Amos Hartley being duly sworn to
testify the truth the whole truth and nothing but the
truth so far as he should be interrogated as to the matters
in controversy in said cause in answer to the following
interrogatories testified as follows.

Interrogatory 1. Are you acquainted with the parties
to this suit James F. Bonham complainant and
Oleff Johnson, Nels Hadeen John Dement, Charles Gaunt
and Amos Steedman and the Swedish Colony at

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Bishops Will the defendants herein?

Ans. I cannot say that I am acquainted with them, I have had business with them and may and may not know them when I see them

Int. 2 State whether you ever did any business with the firm of said Dement & Stedman for complainant

Ans. All the business I done for them was verbally on an errand, said Bonham sent by me up to Dixon to tell Dement & Stedman that he could not be up and Stedman opened the books and told me that there was two hundred dollars due from said complainant to them on the 16th day of October 1852 but did not say what it was for, I told them for Bonham that Bonham could not be up as he expected to pay them the money on the land. Stedman said that they never ^{took} any advantage in these cases this conversation was on the 15 of October 1852.

Cross Examination

Int. 1. Do you know what land Bonham referred to

Ans. He did not name any particular piece

Amos Hartley

And Simon L. Robinson being duly sworn to testify the truth the whole truth and nothing but the truth testifies as follows.

Int. 1 Do you know the parties complainant & defendants in this suit

Ans. I know the complainant - Mr. Bonham and have seen Mr. Stedman and done some business with him,

I also know Mr. Johnston & Hadean.

Int 2.

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State whether you ever did any business with the said Steadman at the request of James F. Bonham the complainant - if so when and where and what was it.

Ans.

Well Mr. Bonham came down to my house and said he had been over to Mr. Hartleys to learn what Mr. Dement & Steadman said in regard to the land and did not find him at home, I told him that I had seen Mr. Hartley and that Mr. Dement and Steadman told him that they should not take any advantages of the failure of the moneys not being paid at the time it was due. I told him that the money was due on the 16th of October, he stated that he thought it was not due until the 26th - Mr. Bonham wanted me to take up to them \$200. that was due at that time and I did take up to him on the 22nd of Octob. 1852 the \$200. and told Mr. Steadman that Mr. Bonham had sent up to him \$200. that was due on some lands, He then said that he had sold or let the land to Hadean at Bishop Hill, and said that Hadean came to him with a long face and told him that said Bonham did not want the land and therefore sold the same to him the said Hadean, this was on the 22nd day of October 1852 and I told him the said Amos Steadman at that time that I had the money in my pocket to pay him.

(The counsel for the defendants excepts to the foregoing answer generally)

Int. 3

Of what firm, if any was the said Steadman to whom you offered to pay said money, a member, and at what place.

Ans.

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Int. H.

Ans.

I think the firm was Dements & Hedman at Dixon Illinois

For what was said money offered to be paid.

It was to be paid for a certain piece of land, didn't state what.

S. L. Collinson

State of Illinois

Knob County

I, William McGowan a Justice of the peace in and for said County and State do hereby certify that the foregoing deposition of Amos Hartley and Simeon S. Collinson was taken before me at my office in Knoxville in the said County and State on the 28th day of April A.D. 1854, that the same was ~~read~~ reduced to writing by me and sworn to before me by the said Amos Hartley and Simeon S. Collinson and signed by the said Amos Hartley and Simeon S. Collinson in my presence at the time and place last aforesaid. Given under my hand and seal this 28th day of April A.D. 1854

William McGowan, J.P. Seal

State of Illinois

County of Henry

Henry Circuit Court May term.
A.D. 1854

James F. Bonham complainant

vs

John Dement & others defendants

In Chancery

Take notice that the depositions of George Pickin and Amos Hartley & such

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other witnesses as may then and there be produced, will be taken before William McGowan Esq. one of the Justices of the peace in and for the County of Knox and State of Illinois at his office in Knoxville in said County of Knox on the 28th day of April A.D. 1854 commencing at the hour of 10 o'clock A.M. of that day & continuing ~~the~~ until the same is completed; said depositions will be taken with the intent that the same shall be certified into this Court and used as evidence on the part of the complainant on the trial of this cause, affidavit having been filed.

Julius Manning
Sol. for complainant

Knox & Drury
Solrs. for Defts.

State of Illinois

Rock Island County } ss George W. Pleasant of the City and
County of Rock Island and State of Illinois being duly sworn
says that he served a true copy of the above notice on Knox
& Drury the Solrs. for the defts. in the above cause on the
thirteenth day of April A.D. 1854 by leaving the same in their
office in said City of Rock Island no person being therein at
the time to receive it and said Knox & Drury being both
absent from said City as deponent was informed and
believed.

Geo. W. Pleasant

Sworn & subscribed before me A. M. Loop, Clerk of the County
Court of said County this thirteenth day of April A.D. 1854
Deaf Witness my hand and seal of said Court

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at Rock Island this 13th day of April A.D. 1854.
 A. M. Loop, Clerk "

(Endorsed)

" Filed May 2, 1854

Wm H. Brainard, Clerk "

There were also filed with the transcript in said cause the following depositions.

Deposition of
Charles Dement
John Dement
Amos C. Stedman

" State of Illinois

Lee County } " The depositions of Amos C. Stedman
 Charles Dement & John Dement, taken before David Meltz, County
 Judge of said County at his office in Dixon in said County on
 the 5th day of June A.D. 1854 to be read in evidence on the
 hearing of a certain cause in chancery now pending in the
 Henry County Circuit Court in said State wherein James F.
 Bonham is complainant and John Dement and others are
 defendants, in pursuance of the stipulation filed in said
 cause relating thereto.

Present at the time of the taking of
 said depositions H. B. Stillman for the complainant and
 M. S. Henry for defendants.

Amos C. Stedman being duly
 sworn to testify the truth the whole truth and nothing
 but the truth so far as he should be interrogated as to the
 matters in controversy in said cause in answer to the
 following interrogatories testified as follows.

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1st Interrogatory: Are you acquainted with the parties to this suit, James F. Bonham complainant and Olof Johnson Niles Hedeau John Dement Charles Dement Amos C. Hedman and the Swedish Colony of Bishops Hill the defendants herein

Ans. I am acquainted with them all, more or less.

2nd Int. Were or were not John Dement Charles Dement & Amos C. Hedman partners in the town of Dixon and doing business together in the sale and purchase of real estate on or about the eleventh day of Nov. A D. 1851

Ans. They were

3rd Interrogation. Was or was not the purchases and sales of real estate made in the name sometimes of one & sometimes of another of the of said partners and if so were the sales and purchases so made for the joint-benefit of the said firm and with the funds of said partnership?

Ans. They were.

4th. What was the name and style of said firm.

Ans. Dements & Hedman

5th Interrogatory. On the eleventh day of Nov. 1851 who owned the following described land to wit: the South west fractional quarter and the south half of the north west fractional quarter of section nineteen in township fourteen north range 4 east containing 153 acres and $\frac{58}{100}$ of an acre in the County of Henry and State of Illinois.

Ans. 43 The land was entered in my name but was owned by the firm of Dements & Hedman and sold by me for the benefit of said firm.

6th Interrogatory. On the sale of real estate by the said firm of Dements & Hedman where were the payments of the purchase money usually required to be made.

Answer. At Dixon.

7th Interrogatory. Did you sell the piece of land above referred to and if so to whom and at what time.

Answer. I deeded the lands referred on the twenty first day of October 1852 to Oloff Johnson and John Olson trustees of the Sweeds Colony of Bishops Hill of Henry County Ills.

8th Interrogatory Prior to the said sale had there been any contract of sale of said lands to Bonham by Dements & Hedman

Ans. There was.

9th Int. Did Johnson & Olson as trustees aforesaid make the purchase of said lands by themselves or by an agent? And if by an agent who was such agent?

Ans. They made the contract by agent Niles Hadean

10 Int. Had Hadean or Johnson or Olson any knowledge of the existence of the prior agreement for the sale and purchase of said land between Dements & Hedman & complainant at or before the said sale to them and if they had such knowledge at what time did they first obtain such knowledge.

Ans. Hadean had such knowledge at the of the sale to him as said agent. - My impression that he spoke with

me about it sometime before the said sale but I cannot say how long - I do not know that the others had any such knowledge.

11th Interrogatory. What statements did Hadean make to you at the time of the sale to him as agent-aforesaid relative to Bonham's readiness and intention to fulfill his agreement for the purchase of said lands.

Ans. The impression which I got from his conversation was that we should never hear from Bonham again relative to his agreement for the lands.

12th. What is your recollection of having written such a certificate as is mentioned in the plaintiffs bill of complaint.

Ans. I recollect of having written such a certificate and of which the certificate set out in said bill is a true copy as near as I can recollect.

13th Was the said sale of land a transaction of the firm, was you acting for said firm.

Ans. I was so acting.

(Cross Examination)

14th In. At the time you deeded and sold the land described in the 5 Interrogatory of complainant who owned said land

Ans. Demento & Stedman

15th Was there at the time of said sale and conveyance by said firm or by you on the part of said firm to said trustees of said Swedish colony any contract either in writing or by parol existing between said firm of Demento & Stedman and said complainant for the sale and conveyance of said land.

Ans. None to my knowledge.

45 Had the contract mentioned in said complainant's bill with said complainant and the said firm of Damento & Hedman for the sale and conveyance of the said lands expired & become forfeited previous to the sale of the same to Miles Hadean as the agent of said Swedish Colony.

Ans. The contract had expired & the lands were forfeited.

17th Was there any agreement or understanding either in writing or by parol made by said firm of Damento & Hedman or by either of the members of said firm with the complainant or with any person or persons in his behalf to extend or give him time for the performance of the contract for the sale of said lands beyond the time specified in said written contract.

Ans. There was none to my knowledge.

18th Int. Were you or the said firm of Damento and Hedman induced to sell said lands to said Swedish Colony by reason of any statements made by Miles Hadean of the inability of Bonham to purchase said lands or by any statements which were made in relation to said Bonham.

Ans. I have no recollection of any other inducements than the desire to sell the land.

19th Int. Did Bonham the said complainant or any person in his behalf before or at the time of the expiration of said written contract apply to you or to either of the members of said firm to extend the time for the payment of the money in said contract mentioned.

Ans.
20th Int.
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Not to my recollection or knowledge.

Are the statements in relation to the sale and conveyance of said land to said Swedish Colony and in relation to the contracts with said Bonham by said firm of Dement & Hedman as stated & set forth in your answer to said complainant's bill true as therein stated and set forth.

Ans. They are according to the best of my knowledge & belief.

21st Int. Were there any representations made by Niles Hoadean to you at the time referred to in your answer to Interrogatory No. 18 in your cross examination and if so what - state fully what they were.

Ans. I can not recollect any thing further than is contained in the certificate mentioned in complainant's bill and before referred to.

A. C. Hedman

Each and every of the questions and answers put to the witnesses in the above depositions were in their examination in chief excepted to by depts counsel.

And each and every of the questions and answers put in the cross examination were excepted to by said compts solicitors.

John Dement being duly sworn to testify to the truth the whole truth and nothing but the truth so far as he should be interrogated as to the matters in controversy in said cause in answer to the following interrogatories testified as follows.

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1st. Int. Are you acquainted with the parties to this suit, plaintiff and defendants,

Ans. I am somewhat acquainted with Bonham and Johnson and with the Dements & Stedman and know of the Swedish colony by reputation only.

2d. Were or were not John Dement - Charles Dement & Amos C. Stedman partners in the purchase and sale of real estate in Dixon on the eleventh day of Nov. 1851.

Ans. They were.

3rd. On the 11th day of Nov. 1851, who were the owners of the following described land to wit: The south west fractional quarter and the south half of the north west fractional quarter of section 19 in township 104 north range 4 east containing 153 acres and $58/100$ of an acre in the County of Henry and State of Illinois.

Ans. Dements & Stedman were the real owners.

4th Int. Do you know of any person having bought the land above described soon after the expiration of the time for the payment of the purchase money under the written contract between Dement & Stedman & the complainant.

Ans. I know of some person having bought the lands at that time but do not know who.

5th Int. Do you know, whether the person who made such purchase had any knowledge of the existence of the contract between Dements & Stedman and complainant for the sale of the land by the former to the latter.

Ans. I am confident that he had a knowledge of the existence of such a contract having been made between us.

6th Interrog. What was the firm name of John Dement, Charles Dement
48 & Amos B. Stedman.

Ans. Dements & Stedman

7th Interrog. Do you understand the contract referred to in the 4th
interrogatory as existing between Dements & Stedman and
the complainant to be the contract for the sale of the lands
described above to the complainant executed on the eleventh
day of Nov. 1851 and signed John Dement & James F.
Bonham and set out in the plaintiffs bill of complaint?

Ans. I do.

8th Interrog. Where and to whom was the purchase money mentioned
in said contract to be paid and for whose benefit was the
said purchase money to be paid.

Ans. It was to be paid at our office in Dixon and for the benefit
of Dements & Stedman.

Cross examination

When the lands were purchased as stated in your answer
to the fourth interrogatory of complainant - had the contract
referred to with Bonham expired, and if said contract had
expired, did the said firm of Dements & Stedman or any ^{or either}
^{of them agree with Bonham or any} person for him to extend the time for the performance of said
contract or the payment of said sum of two hundred dollars
beyond the time specified in said contract.

Ans. The contract had expired, there was no extension of the
time for said performance or payment by the firm or by any
member of the firm to my knowledge

Did the complainant comply with the
said terms of said contract for the purchase of said land or

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did he forfeit it

Ans.

He did not comply with the terms of the contract and according to my understanding of the terms of said contract he forfeited the lands.

When the time for the performance of contracts were extended by the firm, how was it done by parol or in writing, and what was the rule and understanding among the members of said firm as to the extending the time for the performance of such contracts as made with complainants.

Ans. So far as we had a rule it was to make new papers and resell the land but in practice we had extended the time by a note on the back of the original contract in writing

Can you state how the person who purchased the land referred to came to the knowledge that there was a contract with Bonham and when he came to that knowledge.

Ans.

He got his information by inquiries at our office (Gement & Steadman) I think not long after the execution of the contract with Bonham - might have three or four months after.

Would you swear that an extension of time for the payment in contracts for the sale of lands by said firm was never extended by parol by the members of the firm or either of them

Ans. No. I could not swear that no such thing had been done.

Have you any recollection of assurances having been given by any member of said firm at any time to persons holding agreements against the said firm for the purchase of lands, that if the payments were not made at the precise time specified in said contract, the lands should not be forfeited and the said assurances being by payroll.

Ans.

My recollection is that there has been special cases where we have given verbal assurances to that effect.

Question and answer excepted to by defendants

Solicitor

John Dement.

Charles Dement being duly sworn to testify the truth the whole truth and nothing but the truth so far as he should be interrogated as to the matters in controversy in said cause in answer to the following interrogatories testified as follows.

1st. Inty. Are you acquainted with the parties in this suit complainant and defendants.

Ans. Olof Johnson I have known partially - the Swedish colony I know by reputation only, Bonham I have seen once, Hadean I do not know, - with the others I am acquainted.

2nd Who were the owners of the following described lands on the 11th day of Nov. 1851 to wit: the south west fractional quarter and the south half of the north west fractional quarter of section 19 in township 14 north range 4 east containing 153 acres and $\frac{58}{100}$ of an acre in the County of Henry and State of Illinois.

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Ans. Dement & Hedman were the owners

3rd Interrog. Who made the contract for the sale of the said lands to complainant, bearing date the eleventh day of Nov. 1851 signed by John Dement and James P. Bonham and for whose benefit was the said contract made.

Ans. I negotiated the bargain with complainant and for the benefit of Dement & Hedman. The agreement was signed by John Dement.

4th Interrog.

Cross Examination

Was there any alteration or extension of time given by said firm of Dement & Hedman or by any member of said firm of the contract mentioned in complainant's 3rd interrogatory and referred to in your answer to the same.

Ans. Not to my knowledge.

When extension of time was given by said firm upon such contracts, how was such extension given by payroll or in writing.

Ans. In writing on the back of the contract invariably
Question and answer excepted to by complainant's Solicitor

Chas. Dement

State of Illinois }
Lee County } ss I, David Melty County judge of said
County do certify that the foregoing & depositions of John
Dement, ^{Charles Dement} and James B. Hedman was taken before me at my
office in Dixon in said County on the 5th day of June

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1854 that the same was reduced to writing and sworn to before me by the said John Dement Charles Dement & Amos C. Stedman and signed by the said John Dement, Charles Dement & Amos C. Stedman in my presence at the time and place last aforesaid.

Given under my hand and seal this 5th day of June A D 1854

David Welty Judge
of the County Court - Lee Co. Ill. "

(Endorsed)

"Filed Oct. 24, 1854

W. H. Brainard, Clerk)"

There was also filed with the papers in said cause the deposition of George Perkins as follows to wit:

Deposition of
George Perkins.

" State of Illinois
Henry County } Henry Circuit Court October term A.D. 1854
James H. Bonham complainant
v
John Dement & others defendants } In chancery

You will take notice that the deposition of George Perkins will be taken before some Justice of the Peace of the County of Knox in said State at the office of Manning & Douglass in the City of Knoxville in said State on the 7th day of September next commencing at 10 o'clock A.M. & that said deposition will be certified into this Court & read by the complainant on

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the hearing of the above entitled cause
 To M. S. Henry
 Sol. for defts
 Manning & Douglass
 Sol. for complainant

I do hereby accept service of the above notice for the defts
 Dement & Hedman Aug 18th 1854

M. S. Henry
 Atty for Dement & Hedman

State of Illinois
 Henry County } Henry Circuit Court October term A.D. 1854
 James R. Bonham Complainant
 ✓ } In Chancery
 John Dement & others defendants

You will please take
 notice that the deposition of George Pickin will be taken
 before some justice of the peace of the County of Knox in said
 State at the office of Manning & Douglass in the City of
 Knoxville in said State on the 7th day of September next
 commencing at 10 o'clock A.M. & that said deposition will
 be certified into this Court & read by the complainant on the
 hearing of the above entitled cause

To Knox & Drury }
 Sol. for Defts }
 Manning & Douglass
 Sol. for complainant

State of Illinois
 Rock Island County } I, Robert Wilkinson being duly
 sworn doth depose & say he served upon Knox & Drury a
 true copy of the above notice on Monday the 14th day of
 August 1854 by handing the same to Joseph Knox Esq.
 Robert Wilkinson

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Sworn to before me Frazer Wilson clerk in & for said County & State this 14th day of August 1854. In testimony whereof I hereto set my hand & seal of office.

Seal

Frazer Wilson clerk of the
Circuit Court for said
Rock Island County Ills.

State of Illinois

Knox County

{ The deposition of George Perkins taken before me the undersigned a Justice of the peace in & for the said County & State at the office of Manning & Douglass in the City of Knoxville in said County and State on the 7th day of September A.D. 1854 commencing at 10 o'clock A.M. in pursuance of order & by virtue of the notices hereto attached to be read in evidence in a certain cause now pending & undetermined in the Circuit Court in & for the County of Henry & State of Illinois, wherein James P. Bonham is complainant & John Dement & others are defendants.

The said George Perkins being first duly sworn to testify the truth, the whole truth and nothing but the truth in regard to the matter in controversy between the said parties so far as he should be interrogated in relation thereto in answer to the following interrogatories testified as follows.
Interrogatory 1st: Do you know the parties to this suit.
Answer. I know all the defendants but Charles Dement.

Interrogatory 2. Did you at any time do any business with Dement & Steedman of Dixon Illinois defendants in this suit, for James P. Bonham the complainant, if yea, what business.

and when was the same done.

55 Answer. I was passing Mr. Bonham the complainants on or about the 13th of October 1852, on my way to the land office at Dijon. Mr. Bonham wanted us to take a message to Dements & Steadman at Dijon, that there was money due Dements & Steadman and that as soon as he found his horses he would be up with the money and pay them in a few days, and we did this message to Mr. Steadman on the evening of the 14th of October 1852 and on the morning of the 15th John Dement & Steadman were both in their office and we there gave them the same notice. Mr. Dement then looked at some papers and said, that is due to morrow, the 16th, and after looking over the papers, he says, tell Mr. Bonham not to be uneasy about the matter, as they were not particular about such matters for a few days, they both said they would not take any advantage of him for a few days delay, they told me to tell Mr. Bonham so.

Interrogatory 3. Did you at the time aforesaid, at the request of Mr. Bonham state to said Dements & Steadman the reason Mr. Bonham could not be there on the day the money fell due, if so what was the reason assigned.

Answer. The reason he assigned was that his horses were strayed away and that he would like to find them.

Interrogatory 4. Did you see the papers upon which the money was due in the hands of said Dements, if so, to what did the contract relate.

Answer. I saw papers that they were looking at and upon which they observed, that the money was due to morrow, I supposed from

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the appearance of the papers they were a land contracts.

Cross Interrogatory 1. Are you sure it was on the 13th that you passed Mr. Bonham's house on your way to Dixon.

Answer. I think it was on the 13th.

Cross Interrogatory 2. Do you know that the paper referred to in the hands of Dements were land papers.

Answer. I cannot swear positively that they were, I did not read or hear a word of them to my knowledge.

Cross Interrogatory 3. When Mr. Dement told you, to tell Mr. Bonham to give himself no uneasiness in the matter as we are not particular for a few days, did you know anything of the character of the matter referred to (the above question excepted to)

Answer. Nothing more than I have already said.

Cross Interrogatory 4. When Mr. Bonham told you that he was owing Messrs. Dements & Steadman money, did Mr. Bonham tell you what he was owing the money for.

Answer. It was on a contract for corn land, he bought, he said.
George Perkins

State of Illinois
Knox County } ss I William M^c Gowan a Justice of the
peace in and for said County and State do hereby certify
that the foregoing deposition of George Perkins was taken
before me, at the office of Manning & Douglass in the City
of Knoxville in said County and State on the 7th day of
September A.D. 1854, that the same was reduced to writing
by me and sworn to before me by the said George Perkins
and signed by the said George Perkins in my presence at

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the time and place last aforesaid and that the said defendants by Reynolds & Sanford attorneys were in attendance at the time and place aforesaid. Given under my hand and seal this 7th day of September A.D. 1854.

William M. Gowan J.P. *Wm. Gowan*

(Endorsed)

"Filed Oct. 24, 1854"

W. H. Brainard, Clerk"

(Note mentioned in Bill & Contract)
" \$ 200.

On or before the sixteenth day of October next I promise to pay to J. & C. Dement or order two hundred dollars for value received this 11th day of November 1851
James R. Bonham"

Exhibit A referred to

"This Indenture made the 21st day of October in the year of our Lord one thousand eight hundred and fifty two between Amos C. Stedman and Lucina his wife of Lee County and State of Illinois of the first part and Olof Johnson & John Olson trustees of the Swedish Colony of Bishop's Hill, Henry County, Illinois of the second part witnesseth that the said party of the first part in consideration of three hundred dollars to them duly paid before the delivery hereof have granted bargained sold and by these presents do grant bargain sell and convey to the said party of the second part

their successors and assigns forever all the following described premises situate lying and being in the County of Henry and State of Illinois to wit: The South west fractional quarter and the south half of the north west fractional quarter of section nineteen in Township fourteen north of range four east containing $153\frac{58}{100}$ acres more or less with the appurtenances and all the estate title and interest of the said party of the first part therein and the said party of the first part do hereby warrant and defend the above bargained premises in the quiet and peaceable possession of the said party of the second part their successors and assigns forever, and that they are free from all incumbrance whatsoever. In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written.

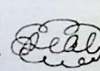
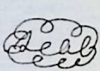
Signed sealed and delivered
in presence of

A. C. Steedman

Nils Hedeen

State of Illinois

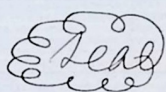
Lee County

Amos C. Steedman 
Lucina Steedman 

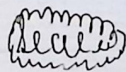
I, Jas. J. Chat. Dement, Notary Public in and for the said County, in the State aforesaid do hereby certify that Amos C. Steedman and Lucina his wife personally known to me as the persons whose names are subscribed to the foregoing warrantee deed appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth. And the said Lucina Steedman wife of the said Amos C. Steedman having been

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by me examined separate and apart and out of hearing of
 hearing of her husband and the contents and meaning of the
 said instrument of writing having been by me made known
 and fully explained to her acknowledged that she had
 freely and voluntarily executed the same and relinquished
 her dower to the lands and tenements therein mentioned
 without compulsion of her said husband and that she does
 not wish to retract the same. Given under my hand and
 seal this 21st day of October A.D. 1852

Chas Dement 
 Notary Public

State of Illinois }
 Henry County } ^{ss} I hereby certify that the within in-
 strument is a true and correct copy of the deed from
 Amos C. Steedman & wife to Olof Johnson and John Olson
 as recorded in my office. Given under my hand and private
 seal this 7th day of Feby 1853.



Wm H. Brainard, Clerk

By Daniel Bonar Dep.

(Endorsed)

" Filed April 14th 1853 "

Proceedings in Chancery before the Circuit Court at a
 term thereof began and held at the Court house in the City
 of Peoria in and for the 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 seven
 it being the sixteenth day of said month. Present, the

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Honorable Elihu N. Powell, Judge of the 16th Judicial Circuit of the State of Illinois, Francis W. Smith Sheriff and Enoch P. Sloan Clerk to wit:

Tuesday December 29th 1857

James T. Bonham

vs

Oloff Johnson & als

} Venue from Henry Co.

By agreement of parties this cause is continued to the next term of this Court.

Proceedings in Chancery before the Circuit Court at a term thereof began and held at the Court-house in the City of Peoria in and for the County of Peoria and State of Illinois on the second Monday of the month of May (it being the tenth day of said month) in the year of our Lord one thousand eight hundred and fifty eight. The Honorable Elihu N. Powell, Judge of the sixteenth Judicial Circuit of the State of Illinois presiding to wit:

Tuesday May 18th 1858

James T. Bonham

vs

Oloff Johnson & als

} Venue from Henry

It is ordered that this cause be continued to the next term of this Court.

Proceedings in Chancery before the Circuit Court at a term thereof began and held at a Court-house in the City and County of Peoria in the State of Illinois on the first Monday

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in the month of March in the year of our Lord one thousand eight hundred and sixty, it being the fifth day of said month. Present the Honorable Elihu N. Powell Judge of the 16th Judicial Circuit in the State of Illinois, John Bryner Sheriff and Enoch P. Sloan Clerk to wit:

Tuesday March 27th A.D. 1860
John F. Bonham

vs
Oloff Johnson & al

venue from Henry

On motion this cause is continued on the former order of this Court.

Proceedings in Chancery before the Circuit Court, at a Special term thereof began and held at the Court house in the City and County of Peoria in the State of Illinois on the third Monday in the month of August in the year of our Lord One thousand eight hundred and sixty it being the twentieth day of said month. Present the Honorable Elihu N. Powell, Judge of the sixteenth Judicial Circuit in said State, John Bryner Sheriff and Enoch P. Sloan Clerk to wit:

Tuesday August 21st A.D. 1860

James F. Bonham

vs

venue from Henry

John Dement Charles Dement
Amos C. Hedman & Lucin Hedman
Oloff Johnson John Olson, Nils Hadcan
(alias Nelson Adcan) &
The Bishop Hill Colony

And now this cause

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coming on to be heard upon the bill answers exhibits and evidence in said cause and the Court being now sufficiently advised of and concerning the merits thereof and the Court finding that there is now due on the said contract of purchase between the said complainant, and the said John Dement of principal and interest the sum of two hundred and ninety four dollars and twenty cents, and the Court further finding that the title to the real estate in said bill described and which was agreed to be conveyed by said contract has been conveyed to Oloff Johnson and John Olson trustees of the Swedish Colony of Bishop's Hill by deed executed by Amos C. Stedman and Lucina his wife. It is now ordered, adjudged and decreed, that the said contract executed by John Dement to the said complainant should be specifically performed by conveying to the said complainant the title to said real estate which was then owned by John Dement, Charles Dement and Amos C. Stedman, the legal title thereto then being in Amos C. Stedman for their use and benefit. It is further ordered, adjudged and decreed that the said conveyance of the said legal title of said real estate executed by said Amos C. Stedman and Lucina his wife to said Oloff Johnson and John Olson shall enure to the benefit of said complainant, and that the said Oloff Johnson and John Olson be held to be and they are hereby declared to be under and by virtue of said deed, trustees for the use and benefit of the said complainant for the purpose of the specific performance of the said contract between the said John Dement and the said complainant.

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And it appearing to the Court, that all the right, in said real estate which was at the time of making said contract in said John Dement, Charles Dement and Amos C. Hedman is now at law vested in said Johnson and Olson, it is ordered by the Court that the said complainant pay to the clerk of this Court for use and benefit of said Oloff Johnson and John Olson in the capacity in which they are described as grantees in the said deed to them from said Amos C. Hedman and Lucina his wife the said sum of two hundred and ninety four dollars and twenty cents; and it now appearing that said sum has been paid to the said clerk by said complainant accordingly. It is now further ordered adjudged and decreed that the said Oloff Johnson and John Olson execute and deliver to the said complainant within thirty days after the date hereof a deed of quit claim conveying all the right title and interest of the said Oloff Johnson and John Olson of in and to the said real estate to wit: The North West fractional quarter of section numbered thirty one and the south half of the south west fractional quarter of section thirty in township, ^{numbered} fourteen north, range numbered four east of the fourth principal meridian, containing one hundred and fifty six $\frac{33}{100}$ acres more or less, to the said complainant; and in default thereof Henry B. Hopkins, Master in Chancery of this Court is hereby appointed a Commissioner to execute and deliver such deed and make such conveyance for and on behalf of the said Oloff Johnson and John Olson, which deed of said Commissioner when executed shall convey and vest in said complainant the right, title and interest

of said Oloff Johnson and John Olson as fully and effectually as if executed by them in person, and which deed of conveyance to said complainant whether executed by said Oloff Johnson and John Olson or said Commissioner shall forever preclude the said Bishop Hill Colony and all persons whomsoever from claiming or having any interest in said real estate under and by virtue of said deed from Amos L. Stedman and Lucinda his wife to the said Oloff Johnson and John Olson.

It is further ordered adjudged and decreed that the said Oloff Johnson, John Olson and Nils Hadean pay the costs of this suit and in default thereof that execution issue as on a judgment at law for the collection thereof.

Whereupon the defendants ^{Oloff Johnson, John Olson & Nils Hadean} by their attorney prayed the Court for an appeal to the Supreme Court of this State, which is allowed on their filing giving bond in the sum of five hundred dollars payable to said complainant with Norman H. Purple as security and filing said bond with the clerk of this Court in thirty days.

And afterwards to wit on the 8th day of September A.D. 1860 the defendants filed in the Clerk's office of said Court their appeal bond in the above cause which is in the words and figures following to wit:

Appeal Bond

"Know all men by these presents that we Oloff Johnson, John Olson and Nils Hadean as principals and Wheeler B. Sweet, George Farr & Norman H. Purple as securities are held and firmly bound to James P. Bonham in the sum

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 of five hundred dollars, lawful money of the United States to which payment well and truly to be made and done, we do bind ourselves, our heirs, executors and administrators, and each of them jointly and severally to the said James P. Bonham, his heirs, executors administrators and assigns jointly and severally by these presents; witness our hands and seals this 27th day of August A.D. 1866.

The condition of this obligation is this, Whereas in a certain suit in Chancery pending in the Circuit Court of the County of Peoria Illinois in which the said James P. Bonham is complainant and Oloff Johnson, John Olson, Nils Hadeen, John Dement, Charles Dement, Amos Stedman, Lucina Stedman and the Bishop Hill Colony are defendants; a decree was, on the 21st day of August A.D. 1866 rendered in said cause by said Court against the said defendants, pursuant to the prayer of the complainant's bill filed in said cause, as by the record and proceedings in said cause will fully appear, from which said decree the said Oloff Johnson, John Olson and Nils Hadeen have prayed an appeal to the Supreme Court of the State of Illinois which has been allowed by the said Circuit Court.

Now if the said Oloff Johnson, John Olson and Nils Hadeen shall duly prosecute their appeal in said Supreme Court and shall pay all such costs interest and damages as the said ~~Thomas~~ James P. Bonham may sustain or be entitled to recover and all other costs of said appeal and shall in all things comply with and perform

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the decree aforesaid in case the same shall be affirmed in said Supreme Court, then this bond shall be void otherwise in force.

Olof Johnson 
 John Olson 
 Nelson Hegden 
 Wheeler B. Sweet 
 Geo. Farr 
 N. H. Purple 

State of Illinois
 Peoria County } I Enoch P. Sloan, Clerk of the
 Circuit Court within and for the County of Peoria in the
 State of Illinois do hereby certify that the foregoing is a full
 and correct transcript of the papers filed and of the
 proceedings had in our said Court in a certain cause wherein
 James B. Bonham is complainant and Olof Johnson &
 others are defendants as the same remain on file and of
 Record in my office

Given under my hand and the
 seal of said Court at my
 office in Peoria this 26th day
 of September 1860
 Enoch P. Sloan, Clerk

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And Now Come the Defendants the Appellants above named and say that in the Record and proceedings and in the Rendition of the decree aforesaid there is manifest Error in this to wit

1st. The Circuit Court Ends in Rendering a decree in favor of the Complainant and against Defendants in the Court below and in not rendering a decree in favor of said defendants

2nd. The Court Ends in not Rendering a decree dismissing the Complainant's bill

For these and other manifest Errors Appellants pray that said decree may be reversed set aside & wholly for nothing Estimated

J. P. Murphy

Appellants Solicitor

And the said James F. Bondan by his attorney comes and says that in the record and proceedings of the said Circuit Court there are no such errors as above alleged nor

any error either of them. Wherefore the
said Bonham by his attorney prays the court
here that the said judgment and decree of
the said Circuit Court may in all
things be affirmed.

Measuring & Shoring
Atty, for defendant

171-56
Olaf Johansen et al,
vs

James F. Bonham

Record & Assgt. of Errors

Filed April, ^{of the} 1881

L. Leland
Clerk