

13432

No. _____

Supreme Court of Illinois

Lloyd

vs.

Higbee

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STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

118
No. 118.

Lloyd

Lydia
1861

13432

Adrian

IN THE SUPREME COURT OF THE STATE OF ILLINOIS.

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1861.

RICHARD LLOYD,	}	ERROR TO WARREN.
v.		
AMASA E. HIGBEE.		

ARGUMENT AND BRIEF OF DEFENDANT IN ERROR.

BY GEORGE F. HARDING.

I. This is not a bill for discovery. The aid of a Court of Equity is invoked to decree the cancellation of a conveyance obtained by fraud, and bills in equity are maintained in such cases everywhere.

Bean v. Smith, 2 Mason, 252.

Tappan v. Evans, 11 N.H., 325.

Kennedy et al. v. Northrup, 15 Ill., 148.

Truett v. Wainwright, 4 Gil., 418.

Lowry v. Orr et al., 1 Gil., 85.

Rogers v. Brent, 5 Gil., 584.

Jamieson v. Beaubien, 3 Scam., 113.

II. The bill charges that Richard Lloyd obtained from the plaintiff's grantor a conveyance by fraud of a perfect title to a tract of land situated in Warren county, Illinois. The manner of the fraud is detailed. In substance that Lloyd induced said grantor Higbee, an old soldier in the war of 1812, residing in Cincinnati, Ohio, to execute a deed to him, representing that it described and conveyed an old military claim, incumbered with taxes, of small value, lying in McDonough county, of which Higbee knew nothing, but which Lloyd assured him he owned, and which he had sold Lloyd for forty dollars, on his assurance that it was all it was worth.

Lloyd draws the deed describing the land by numbers as west of the Fourth Meridian, but not the county in which it is situated. The land really described in the deed Higbee had owned with a perfect title for twenty years, all taxes paid, worth \$1,000; for which Higbee paid \$230, and for which he asked \$800. The bill charges that Higbee executed the deed believing it was the old military claim; that Lloyd knew it was not, but was the lot in Warren county, and fraudulently deceived

Higbee in relation to it. The bill also sets out that said Higbee told Lloyd that he owned the lot in Warren county, and asked \$800 for it, and Lloyd said that he would go and see it and make him an offer for it; and that this occurred in the same conversation in which Lloyd bought the old military claim and at the same interview when said deed was executed.

It would be difficult to conceive a more gross fraud. The *allegations* in the bill are certainly sufficient.

III. The proof comes up to the allegations in the Bill. Old man Higbee and his son James agree in their account of the interview with Lloyd in which the deed was made.

Higbee swears that he never did sell to Lloyd the land described in the deed, and never did convey it to him knowingly. (Page 4 Abstract.) Higbee did not have with him the description of his land in Warren county during Lloyd's visit. (Page 4 Abstract.) Indeed, Higbee was not even guilty of the least negligence in the matter, since how could he suppose that Lloyd would put in the deed the lot in Warren county which in the same interview he asked him \$800 for, and which Lloyd said he would go and see? The whole business was done in a hurry while Higbee was just starting on a journey. (See page 3 Abstract.) Although Higbee took down the numbers of the land which Lloyd had described without giving the county, he did not know that the description of his Warren county land was the same, and when he did thought the description might be applicable to the military claim in McDonough county, which Lloyd assured him he owned. (See his testimony, bottom third and top of fourth page of the Abstract.)

IV. Lloyd *did know* that the land described in the deed was situated in Warren county, when he represented that it was situated in McDonough county.

He says in his answer that he never proposed to buy nor Higbee to sell any other lot; and claims to be the owner of the lot in Warren county under the deed; within four days after getting the deed it is recorded in Warren county. He must have learned Higbee's title and whereabouts from an examination of the Records. If so he also knew that it was not an old military claim, but was perfect, and was not incumbered with taxes. Is not this sufficient proof to warrant the Court in believing his statements were false to his knowledge? But the *false thing we charge* is not the representations in regard to the old military claim; these we hold are true, and the claim, as he asserted, exists; but it is *inserting a false description in the deed* and procuring the signature of the Complainant's grantor by asserting that the description was that of the old military land-claim he had bought. In the Record of Amasa Higbee's testimony the Court will see what should appear in the Abstract, that *when he signed the deed Lloyd told him the description in it was that of the old mil-*

itary claim in McDonough county he had sold Lloyd. Now that this statement was false to *Lloyd's knowledge*, sufficient proof exists in his answer, where he boldly asserts that he bought this land and now claims it. The complainant could not be expected to prove that which the defendant admits; Lloyd placed his defence on the broad ground that *he got the very lot he bought—not, as his counsel now suggest, that the mistake was mutual.*

It is absurd to suppose that this land-speculator did not know where this land was situated, and all about it; of this he was conscious and had not the audacity to feign ignorance. Besides, if he knew the description of the old military claim and the situation of the title, even to the sales for taxes, as he is proved to have asserted, it is quite unnecessary to prove that it was not by mistake he took a deed for a perfect title in another county.

V. But it is quite immaterial whether Lloyd was or was not mistaken when he got the deed, and did or did not believe his own statements. His grantor, Amasa Higbee, swears that he relied upon them and was deceived by them. It is a fraud in either case.

Lockridge v. Foster et al., 4 Scam., 573.

There was here sufficient evidence to show the design to deceive in the fact among others of the unusual description of the land, omitting the county—and an object is shown in obtaining a perfect title to 160 acres of land for which the price asked is \$800, at the price of an old military claim incumbered with taxes.

VI. Mere negligence or carelessness on the part of Lloyd's grantor may have rendered it easy to deceive him, but gave Lloyd no right to do so. What occasion had Higbee to examine a map for the county in which the land was situated about which he knew nothing, and when he was not furnished with the numbers till the deed was drawn and the transaction closed? Could he dream that Lloyd was cheating him out of the land for which he asked \$800, under the pretence of getting an old military claim worth \$40?

While it is true that there can be no fraud concerning things within the knowledge of the party defrauded, or as to which he has adequate means of knowledge; yet the phrase "means of knowledge" is a very vague expression, and the true meaning of the law is that the means of knowledge must be *adequate as a security against fraud—sufficient in view of the circumstances of the particular case.*

9 Mees. & Welsby, 54.

The existence of the means of knowledge will not affect the party when he is induced to forego inquiry by the stratagem or devices of the defrauding party.

Comyn on Cont., 38.

Had not *Higbee* the right to rely on the assertions and statements of *Lloyd*? Does it lie with *Lloyd* or his counsel to assert that he should have treated him as a scoundrel and disregarded his statements?

VII. The general principle that where contracts are voidable at the election of the party defrauded through fraudulent representations, the parties must be put substantially in statu quo, has no application to a case like this. Every authority cited in plaintiff's Brief only sustains this proposition.

The complainant does not seek to avoid the contract made between the parties; but to have a deed, not made in pursuance, but in fraud of that contract, declared void and cancelled. The deed drawn, which was to be the conduit to pass to *Lloyd* the *McDonough* lot, is to be set aside, leaving *Lloyd* at liberty to enforce his contract for the lot which he bought.

Our right to avoid this deed does not depend upon the *cancellation of the contract in which the forty dollars was paid*. Of this contract we do not complain, but ask that it shall stand. It is the *defendant's own fraudulent act* that has so far deprived him of the *coveted old military claim* in *McDonough county*. *He can not take advantage of his own wrong*.

It is in proof by *Lloyd's reiterated assurances and statements*, that *Amasa Higbee*, complainant's grantor, *owns an old military claim in McDonough county*, much incumbered with taxes; that a fair price for this claim is forty dollars, and that he agreed to give and *Higbee* agreed to sell said claim for forty dollars.

It would indeed be extraordinary if a court of equity should permit the author of this glaring fraud to avoid his own contract. He should be allowed to have the claim, and to *have nothing else*, and in the event that he does not want it, should be allowed to take, *if he so elects, nothing*. *If this land-shark is entangled in the meshes of his own knavish plot, is it the business of Courts of Justice to release or relieve him?*

Let him look to the party with whom he made the contract for the performance of it. This has never been refused him.

VIII. At the worst this court would only correct the decree and order the complainant to repay *Lloyd* before he should reconvey the land, or cancel the deed.

Where the contract is voidable at the election of the party defrauded, it has been held enough that the property be returned at the *trial*. Here the sum paid was in money, and could have been tendered at the hearing, or full justice have been done by the *provision therefor in the decree*.

Thurston v. Blanchard, 22 Pick., 18.

Ayres v. Hewett, 19 Maine, 287.

IX. But this is a case of *actual fraud*, and in such cases the rule that he who asks equity must do equity has no application, and is in vain

urged in favor of the fraudulent vendee. He who has done iniquity has no equity.

There is no instance, says Chief Justice Kent, to be met with, of any reimbursement, or indemnity afforded by a Court of Chancery to a particeps criminis in a case of positive fraud.

Sands et al. v. Codwine et al., 4 Johns, 598.

No right can be deduced from an act founded in actual fraud.

Riddle v. Murphy et al., 7 Serg. & R., 256.

A covinous conveyance is no conveyance.

Roberts on Fraud. Conv., 596.

So also says Lord Coke, 3 Rep., 78.

If, then, the title of the defendant is utterly void, on what principle is he entitled to a return of his money?

Gilbert v. Hoffman, 2 Watts, 67.

The policy of the law, as a punishment to the fraudulent vendee, gives to the vendor a title to the money, which is not repugnant to, but *consistent with his title to the land*. Higbee had the right to receive the money, and the law so adjudged it, as a *just punishment for covin and fraud*. *A fraudulent vendee gains no title to the land by the sale, whilst, at the same time, the vendor gains a good title to the purchase money.*

Sewell v. Jones, 1 Watts & Serg., 138.

Jackson et al. v. Summerville, 13 Penna., 370.

“There is no difference between a deed forged, and one procured by falsehood and covin: one is punished as a crime, and in the other the party is only deprived of his ill-gotten gains.”

Jackson et al. v. Summerville, *id.*, 369.

In this case the complainant has the legal and equitable title. He does not ask or seek the return of any property or valuable thing from defendant—merely that the false thing shall be cancelled and the cloud removed from his title. In this regard there is a wide distinction from all those cases cited by plaintiff where suit was brought for the return of some piece of property or its value.

X. Amasa Higbee did no act of confirmation. He never dealt with the property obtained for this land, for the good reason that he *never got any thing for it*. The money was contracted to be paid and was paid in pursuance of a contract for another lot.

“But it is sufficient on this head to say, that no lapse of time, nor any act of confirmation, can restore and make vital a *contract dead on account*

of actual fraud. A new contract for additional consideration may be made; but the old one is forever gone. *Once a cheat, the thing so remains.*

Duncan v. McCullough, 4 S. & R., 485.

Chamberlain v. McLurg, 3 W. & S., 36.

Coke Littleton, 2146.

Jackson et al. v. Summerville, id., 370.

There was no delay after the knowledge of the fraud came to complainant. Nor does it appear that Amasa Higbee, Lloyd's grantor, knew the fact before his sale and conveyance to complainant. He discovered the identity of the description as to the numbers in five or six weeks after the deed was made to Lloyd, but then thought it also applicable to the lot in fact sold in McDonough county, and never learned better till informed by Williamson, of whom he bought; but the time when he received this information is not stated. (See Abstract, bottom 3d and top of 4th page.)

XI. The complainant in this case seeks to have it judicially declared that this deed is void and to have it cancelled. It is a cloud upon his title, and he has a right to have it removed.

The bill could not be maintained in the *name of his grantor*, who has parted with his title, and who can not be injured by the Lloyd deed — that deed being as dead as if forged, the title passed to complainant. No authority is cited by plaintiff in which the right of a party is questioned to remove a cloud on his title on the ground that the act complained of occurred before the complainant became the owner of the land. Such a doctrine would be in many, if not in most, cases, a denial of justice. In Gilbert v. Hoffman, 2 Watts, 67, the party complaining was the devisee, and his right was sustained. So, also, in Riddle v. Murphy, 7 Serg. & R., 256, where the complaining parties were the heirs. In the case in 2 Paige, ch. R., 390, Livingston v. Peru Iron Co., the plaintiff was the grantee, and relief was refused him only on the ground that the fraudulent vendee was in possession when plaintiff got his deed, and so he took no rights to the land by it under the New York statute.

XII. It is too late to object to the testimony of Amasa Higbee on the ground that he was not *competent by reason of interest*, either from the *covenants in his deed or otherwise.*

The defendant should have made a direct application in the Circuit Court to exclude the deposition, so that if sustained, the complainant might have made the witness competent by release, or proved the facts by another witness.

Webb et al. v. Alton Marine & Fire Ins. Co., 5 Gil., 225.

XIII. The testimony of James Higbee alone is sufficient to warrant

the decree. He proves every material fact stated in the Bill, and corroborates at all points the testimony of his father.

The answer claims the purchase of the land, and admits the payment of but forty dollars. The title is shown to be perfect and taxes all paid. It appears also that Higbee bought it for \$230, and told Lloyd that he would not sell it for less than \$800. The answer says it was not worth any thing like \$1000 nor the half of it.

Now, if the land was of little value, incumbered, or if Higbee did not give the price stated for the lot, Lloyd could easily have proved the truth. He could thus have exposed the perjured witnesses, and the plot to swindle him. When the case was heard in Monmouth, the Court-House must have been full of witnesses who could have proved the value of the land. The truth is, the complainant did prove the value in direct terms by oral testimony, which is not in the record; and it is fortunate for him that this omission is cured by the evidence of value in the depositions.

XIV. Again, there is no evidence to justify the insinuation, or assertion of defendant's counsel, that the land was conveyed to complainant *for the purpose* of making his father a witness.

The deed to him bears date within six months after Lloyd's deed; the sale was made to him, as his father testifies, in 1854 or 1855. (Page 3 Abstract, 3d line from bottom.) Now, it is not in proof *when* his father first knew of the fraud of Lloyd, and the Court can not presume that the conveyance was made for Higbee's benefit or on his account, *to discredit a witness*. Nor does this objection go to the competency, but only to the credibility of the witness. This is of small consequence where the case is substantially made out by other testimony.

XV. The covin and fraud used by Lloyd to induce Higbee to execute this deed is well matched by the argument of his counsel. The burthen of this argument is, that every man who has owned land twenty years and paid taxes (although in this case a non-resident, five hundred miles distant, and paying by his agent), who does not know the numbers of his land, is "*unworthy of belief*", and of course it follows any man may swindle him with impunity. This is in effect to say that the weak and the ignorant are the natural prey of the strong and intelligent. It is the ancient rule that "might makes right"—

"That he may take who has the power,
And he may keep who can."

In the eye of elevated morals the act of Lloyd in inducing by fraud and covin this old man to make a deed for one tract of land when he thought he was conveying another, is no better than forgery. The devilish ingenuity of this plea, that the weakness of his victim gave him the right to plunder him, is only worthy of a highwayman, and of the bold

brain that plotted, executed, and now when exposed, impudently defends his villainy.

It is now nearly five years since this decree was made setting aside this deed for fraud. During all this time Lloyd never moves till he deems it probable that the vigilance of his non-resident opponent is asleep; sues out a writ of error to this term, and has publication made. It is by the merest accident that his scheme is discovered, and the case found on the Docket of the Supreme Court. It may be that ere this the witnesses to his fraud are gone, and if the reversal of this decree could be obtained, it may be that this villainy may yet be successful. A Court of Chancery ought not in such a case to be restrained from doing full justice; the decree made below was only a just vindication of the dignity and purity of the law and the public justice of the country. This Court will not, on the pitiful ground that the knave has been wronged in losing his forty dollars, *deliberately invested in this fraud*, reverse a decree so eminently just. To return Lloyd his money would be against good policy; for it would act as an encouragement to unfair dealing. A man might in that case gain, but he could not lose by his frauds. If he succeeded, he would reap the fruits of his knavery; but if detected he would be entitled to a return of his money. It would not become a Court of Equity to take a single step to save a party harmless, detected in a fraud. By his fraud, Lloyd *forfeited* all right to the money paid; and deserves in addition to be pilloried before the public gaze and branded as a cheat.

GEO. F. HARDING,
Attorney for the Defendant in Error.

N. C. NASON, LAW PRINTER,
FULTON STREET, COR. WASHINGTON,
PEORIA, ILLINOIS.

(18-45)

Richard Lloyd

vs

Anosa E. Hyman

Argument & Left in Error

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

Richard Lloyd. P'tf in Error
vz

AMASA E. HIGBEE, Defendant in error, }
~~RICHARD LLOYD, Plaintiff in error.~~ } Error from Warren.

A B S T R A C T .

Amasa E. Higbee, who was complainant below, filed his bill in the circuit court of Warren county May 9th, 1856, alleging as follows, to wit:

1 That he is the legal owner in fee simple of the northeast quarter of section fifteen (15), township eight (8) north, range three (3) west of the fourth principal meridian, situate in Warren county, by chain of conveyances from the United States as follows: 1st, a patent to Resin Newell; 2d, a deed from Resin Newell to Stephen Wheeler & S. F. Hunt; 3d, a deed from S. F. Hunt to Stephen Wheeler;
2 4th, a deed from Stephen Wheeler to George Williamson; 5th, a deed from George Williamson to Amasa Higbee; 6th, a deed from Amasa Higbee to Amasa E. Higbee, said complainant; all of which deeds were recorded in said Warren county except the said deed to the said complainant, a copy of which deed was filed and made a part of said bill, as exhibit A thereof, dated March 16th, 1856.

That on the 20th day of August, 1855, Richard Lloyd, defendant in said bill, obtained a quit-claim deed of said land from Amasa Higbee, complainant's grantor, by fraud and circumvention, to wit: That said defendant called at the office of
2 Amasa Higbee in the city of Cincinnati, state of Ohio, and represented that he, Amasa Higbee, had an old military claim in the state of Illinois, somewhere in
3 McDonough county, and desired to purchase said claim; that said Amasa Higbee remarked that he had no knowledge of any such claim, but that he owned 160 acres of land in Warren county and would sell the same for \$800. Said defendant remarked that said Higbee did have such a claim in McDonough county, and offered
4 him \$40 for it, which offer was accepted and the parties went before the proper officer to execute the conveyance. That said defendant drew up the deed, and that
5 said Higbee signed, acknowledged and delivered said deed without examining the contents thereof, believing it to be some military claim in the county of McDonough, whereas it was, in fact, a deed to said Higbee's land in the county of War-

ren, of which the said defendant well knew, and knowingly and fraudulently deceived the said Higbee in relation thereto.

6 That said complainant is in actual possession of said land,

6 That said defendant has been frequently requested to reconvey said land to said Amasa Higbee and to complainant but has refused so to do.

6 That the said Amasa Higbee has offered to said defendant repeatedly before the commencement of this suit, to repay to him the said forty dollars, and to convey to said Lloyd the said old military claim in McDonough county, upon said Lloyd's canceling said deed to him, or upon said Lloyd reconveying said land to said Amasa Higbee.

That said land at the time of the conveyance to Lloyd was worth one thousand dollars.

7 Prays that said deed to Lloyd be decreed to be given up to complainant to be cancelled, &c.

ABSTRACT OF DEFENDANT'S ANSWER, FILED SEPTEMBER 11TH, 1856.

15 Respondent says that he has no knowledge that the complainant is seized of the legal title in fee simple in and to the said tract of land, except what is disclosed in complainant's bill, and requires proof, &c.

16 Respondent alleges that he has the legal title in fee simple to the same, and that so late as the 19th of June 1856, the said land was not occupied or in the possession of any other person than himself, nor has he any knowledge of any other person since taking possession of the same.

16 Respondent admits the conveyances as alleged in complainant's bill down to and including the conveyance to Amasa Higbee, but as to the conveyance from said Higbee to complainant he has no knowledge except as disclosed by said bill.

17 Respondent further says that Amasa Higbee conveyed said land to him on the 20th of August, 1855, which deed was duly recorded in the recorder's office of Warren county on the 24th day of August, 1855, (a copy of which deed was filed with said answer, marked exhibit A); and he denies that said deed was obtained from said Amasa Higbee by fraud or circumvention on his part.

19 That he never proposed to buy of the said Higbee any other than the said land in the said deed described, and that said Higbee never proposed to sell respondent any other than the land described; that he never represented to said Higbee that said land was located in McDonough county, and denies that said Higbee made said deed believing it was an old military claim in McDonough county. That said Higbee examined and read said deed before executing it.

21 Respondent denies that he has ever been requested by Amasa Higbee or said complainant to reconvey said land.

That said land was not worth anything like one-half of one thousand dollars.

21 Further says that he did not know anything of the value of the land when he purchased it; that until recently land in that township was far less valuable than in the adjoining townships

Respondent denies that said Amasa Higbee ever offered to repay said forty dollars and convey to respondent said old military claim in McDonough county, but avers that said Higbee never informed him that he was dissatisfied with the sale of said quarter.

22 Denies all fraud and circumvention in said bill alleged.

23 To which answer the complainant, on the 17th of September, 1856, filed his replication.

24 At the September term of said circuit court this case was referred to the Master in Chancery to take evidence and report at the next term.

DEPOSITIONS OF AMASA HIGBEE AND JAMES B. HIGBEE, OF CINCINNATI, OHIO, WITNESSES
ON THE PART OF THE COMPLAINANT.

AMASA HIGBEE testified as follows, to wit:—I never knew defendant until August, 1855, when he came to my office and introduced himself to me. The plaintiff, Amasa E. Higbee, is my son. I first saw Mr. Lloyd in my office in Cincinnati, Ohio, on or about the 20th of August, 1855; found him in the office when I went in; told me he was from Illinois; asked me if I had an old military claim in Illinois; I replied if I had I knew nothing about it; he said I had one of 160 acres; I asked him where it was located; he told me in McDonough county, Illinois; I asked him what it was worth; told me taxes had not been paid on it and could not afford to give more than 40 dollars, for it would be some trouble to get it straightened up; I told him I thought he could afford to give me something more. I remarked that I had a 160 acres in Warren county, about 12 miles from Monmouth, which I would like to sell; asked me what it was worth; I told him I would not take less than eight hundred dollars. I told him I was in a hurry as I wanted to leave the city. He remarked that he would see me again about the Warren county land that I wanted \$800 for. I stepped out of office for two or three minutes and then returned; conversation resumed about the military claim in McDonough county, and I consented to take forty dollars for it. We then went to Esq. Baldrige's office, where Mr. Lloyd drew up a deed which he asked me to sign. He furnished the description in the deed from a memorandum book which he had in his pocket. I signed the deed, which was a quit-claim deed, and he paid me forty dollars. I copied in my memorandum book the description which Lloyd had inserted in the deed. This is all of the conversation we had, and the only conversation I ever had with him. The description which I copied in my book at that time is as follows, viz: Northeast quarter of section fifteen, town 2 north, range 3, which he said was the description of the tract in McDonough county which I had a military claim to. I kept no other copy of the deed or any part of it. I have owned the land in Warren county about twenty years; bought it of George T. Williamson, of Cincinnati; paid him for it \$230; have furnished money to agents of mine in Illinois to pay the taxes, and have the receipts up to 1854 or 1855, in which year I sold the land to the plaintiff. Four or five weeks after the transaction with Lloyd, upon examining my papers, I for the first time discovered that the land conveyed by me to Lloyd was the same in description as my Warren county land. I even then thought

37 the description might be applicable to land in McDonough county, and did not know any better until I talked with Mr. Williamson, of whom I bought the Warren county land. I never did sell to Lloyd my Warren county land and never intended to sell it to him and never did convey it to him knowingly. I was induced the more readily to believe that possibly I might have some military claim in Illinois as I was a soldier in 1812, and as a Mr. Anderson had before that time intimated that in Illinois such a tract had been set apart to me and wanted to know what I would take for it. I paid no attention to what he told me, but as Lloyd afterwards called I began to think perhaps I might have such a claim.

38 *Cross Examination.*—I never sold Lloyd my land in Warren county. He had a memorandum book which had my name in it, as he said, but I did not examine the book. When he drew the deed he made the description in the deed from the book. I read nothing at all in the book. I have before stated all the conversation between Lloyd and myself. When Lloyd said he could not afford to give more than forty dollars, I have no recollection of taking a memorandum book from my pocket. I did go out of my office for two or three minutes; when I returned I told him I believed I would take his offer for the military claim. Lloyd said he could not afford to give me more than forty dollars for my military claim, as he called it, in McDonough county; I told him I thought he could give more. He never offered me anything for my \$800 tract in Warren county. I told Lloyd that Esq. Baldrige was convenient to the office and we would go there to have the deed acknowledged, to which he consented. After Lloyd wrote the deed I did read it and copied the description into my memorandum book. I copied the description into my memorandum book, but had no other description of land in it; did not have with me during Lloyd's visit the description of my Warren county land, and did not compare the Lloyd deed with my Warren county land description until afterwards, as I before stated. I have never offered Lloyd forty dollars to reconvey to me said land; I never knew what place in Illinois to find him even if I had wanted to. I have not offered to convey to Lloyd the claim in McDonough county; not had an opportunity of so doing, not knowing where he lived. I never notified or advised Lloyd that I was dissatisfied with the sale of said N. E. 15, 8 N., 3 W.; never knew where a notice would reach him. If I owned any land in McDonough county I did not know it; he assured me that I did. I never, to my knowledge, owned any land in McDonough county.

43 JAMES B. HIGBEE testifies as follows, to wit:—The complainant is my father. The only time I ever saw Lloyd was in August, 1855, at my father's office. Richard Lloyd, as he called himself, asked my father in my presence if he knew he had an old military claim in the State of Illinois; father replied that if he had he knew nothing about it; father asked where it was located; Lloyd told him it was somewhere in McDonough county; father asked him what it was worth; Lloyd said that the taxes had never been paid up, was much incumbered, and thought that forty dollars was a fair price—was as much as he would give. Pause in conversation. Father told Lloyd he had 160 acres in Warren county which he wanted to sell; replied to Lloyd that it was about twelve miles from Monmouth; Lloyd asked

45- the price; father said he held it at \$800; Lloyd said he was going that way soon and would enquire what land was worth in that neighborhood. I then went out of the office; immediately after father came out and said to me he believed he would take forty dollars for the military claim, as he knew nothing about it and thought it more trouble than the land was worth to hunt it up. Father then went into the office, and in a moment or two saw Lloyd and father going up the street together. 45- Last I ever saw of Lloyd. On that day father was preparing to start for Pennsylvania, and gave me forty dollars to deposit, saying it was the money he got for the claim.

The foregoing is all the testimony in said cause.

48- At the March term of said Warren county circuit court, to wit, on the 25th day of March, 1857, the court, Honorable John S. Thompson presiding, the following proceedings were had:

49- It being shown to the court by the exhibits and depositions on file that the allegations in complainant's bill are fully proved, it is therefore ordered, adjudged and decreed that the deed made by Amasa Higbee to Richard Lloyd, dated August 20th, 1855, conveying to him N. E. 15, 8 N., 3 W. of the 4th principal meridian, be set aside and for nought held. That said defendant deliver up to clerk of said court said deed within 30 days to be cancelled, and that said defendant deliver to said clerk, for said complainant, within 30 days, a conveyance in fee of said tract of land to him; and in default thereof, said clerk to make such deed to complainant as special commissioner, conveying all the interest of said defendant to said land, and that the costs of the case be paid by said defendant, &c.

118 — 45 —

Richard Lloyd
vs
Amasa & Heibee

Abstract

1
Pleas before the Honorable John
S. Thompson Judge of the tenth Judicial Circuit
of the State of Illinois. At a Circuit Court
began and held at the Court House in the
City of Marmouth within and for the County
of Warren and State of Illinois On the third
Monday in the month of September. In the
year of our Lord One thousand eight hundred
and fifty six

Present Hon John S. Thompson Judge
A. M. Craig States Atty
William Billings Clerk
James McCoy Sheriff
Amasa E. Higbee }
As } Chancery
Richard Lloyd }

To the Honorable John S.
Thompson Judge of the tenth Judicial Circuit
Court in the State of Illinois

Humbly complaining sheweth unto your
honor. Your Orator Amasa E. Higbee of
Cincinnati in the State of Ohio. That your
Orator is Seised of the legal title in fee simple
in and to the following tract of land situate
in Warren County Illinois to Wit. The North
East quarter of Section Fifteen (15) in Township
Eight (8) North in Range Three (3) West of the
fourth principal Meridian. That he desires

Page 2

his title to said tract of land by a chain of conveyances from the United States Government as follows to wit,

1st a deed by the United States Resin Newell being the Patent conveying said land to said Newell, 2^d A deed from Resin Newell to Stephen Wheeler & S. F. Hunt conveying said land, 3^d A deed from S. F. Hunt to Stephen Wheeler conveying said land, 4th A deed from Stephen Wheeler to George Williamson conveying said land, 5th A deed from George Williamson to Amasa Higbee, 6th A deed from Amasa Higbee to your Orator. All said deeds conveying said land in fee to the grantees respectively, and thereby vesting in your Orator the title in fee simple to the said land,

Your Complainant Shows that the said deeds are all of Record on the records of deeds in Warren County Illinois in the Clerk's office save & except the deed from Amasa Higbee to your Orator, a copy of which your Orator files herewith & prays may be made a part of this Bill as Exhibit A thereof. Your Orator further States that one Richard Lloyd whom your Orator prays may be made a defendant to this Bill claims to own said land in fee under and by virtue of a certain deed dated August 20th 1855 made by Amasa Higbee your Orator's Grantor conveying

Said land to said Sloyd a copy of which last mentioned deed marked Exhibit B. is filed herewith & your Orator prays that it may be regarded as a part of this Bill.

Your Orator further shows that said deed was obtained by fraud & circumvention on the part of the said Defendant Sloyd from the said Amasa Higbee. Your Orator shows that on or about the 20th August A.D. 1858. the said Richard Sloyd called at the office of the said Amasa Higbee in the City of Cincinnati in the State of Ohio and asked for the said Amasa Higbee of one James B Higbee son of said Amasa Higbee taking out a Book from his pocket from which he read said name & certain other Memoranda. Said Sloyd said he wanted to see said Amasa Higbee about an old Military Claim in the State of Illinois. upon being informed by the said James B. Higbee that he knew nothing about it & that his father would be in the office in a few minutes. Said Sloyd waited in said office for said Amasa Higbee. And when the said Amasa came into the office which he did in less than half an hour. the said Sloyd the Defendant asked said Amasa if he knew that he had an old Military Claim in the State of Illinois. To which question the said Amasa replied that if he had he knew nothing about it.

(B) And then said Amasa inquired of said Sloya in what part of Illinois said land was located to which question the said Sloya replied that the land was located somewhere in McDonough County Illinois. The said Amasa then asked said Sloya what said land was worth to which Sloya replied that the taxes had never been paid up & it was much incumbered and that he thought (\$40.00) forty dollars was a fair price for it and that that sum was as much as he would pay for it. The said Amasa Higbee then told said Sloya that he had One hundred & Sixty acres of land in Warren County Illinois (meaning the land above described in this Bill as located in Warren County) that he wanted to sell and that it was situated about twelve miles south of Marmouth. To Sloya's question what he said Amasa asked for the said land said Amasa replied that he held it at Eight hundred dollars. Sloya then said that he was going out that way soon and would make some inquiries about what land was worth in that neighborhood. After some further conversation about the value of the old Military Claim in McDonough County the said Amasa Higbee sold the said claim to said Sloya knowing as he stated to Sloya nothing whatever about it but being willing to give him a quit claim deed for it if that would

be of any service to him said Lloyd. The said
 Higbee and Lloyd then went to the office of
 Baldridge in said City where said Lloyd made
 out a quit Claim and a copy of which is mark-
 ed Exhibit B. and filed here with which said
 (2) And Lloyd said then & there was for the Old Mil-
 itary land claim in McDonough County Illinois
 and which said And was not read nor examined
 by said Amasa Higbee who trusting in the
 representations of said Lloyd not suspicious of
 any fraud & believing that he was conveying some
 old Military land claim in McDonough County
 then & there made executed acknowledged & delivered
 said And to said Lloyd. Your Complainant
 here charges and states that the said Lloyd did
 fraudulently draw up said And and procure
 said Higbee to sign the same well knowing that
 (7) the said land therein described was situated in Warren
 County Illinois and was not situated in McDonough
 County Illinois with the intent & for the purpose of
 defrauding said Higbee of the said tract of land
 therein described. Your Complainant here shows
 that the said Amasa Higbee made said And
 without any knowledge that said And conveyed
 said tract of land in Warren County but fully
 believing & supposing that the said And conveyed
 to said Lloyd only the old Military land claim
 in McDonough County Illinois that said And

6

was thus obtained by fraud & Circumvention & is & ought to be declared null and void,

Your Complainant further shows that he is in actual possession of the said Tract of land described in said Dec. That he has no other mode of obtaining redress than that he now seeks the aid of a Court of Chancery to cancel the aforesaid Dec. to said Lloyd

(9) Your Complainant further states unto your Honor that the said Lloyd the Defendant although often requested to reconvey said Tract of land to the said Amasa Higbee & to your Orator has altogether declined & refused so to do,

(14) Your Complainant further states that the said Dec. actually conveyed said land situate in Warren County. That said Amasa Higbee did not sell said land to said Lloyd That said land was at said time of said sale very valuable & was worth One Thousand Dollars and that all this the said Defendant well knew.

(1) Your Complainant further states that the said A. Higbee has offered to the said Defendant repeatedly & before the Commencement of this suit to repay to him the said Forty dollars, and to convey to the said Lloyd the said Old Military Claim in McDonough County, upon said Lloyd's cancelling said Dec. to him or upon said Lloyd's reconveying said land to said Amasa Higbee

7
Your Complainant therefore prays that the said
Richard Lloyd may answer the premises (and your
complainant hereby expressly waives the oath of
the said Defendant to his answer hereto) & That
a subpoena may issue to the Sheriff of Marshall
County Illinois summoning said Lloyd

Your Complainant prays that the said deed
dated August 20th 1855 from said Amasa Higbee
to said Richard Lloyd the Defendant may be
declared to be delinquent up to your Orator to be
cancelled and that your Orator may have such
other & further relief as to your Orator shall
seem meet. And your Orator will ever pray &c

Amasa E. Higbee
by George F. Harding his Solicitor

State of Illinois } Warren Circuit Court
Warren County } September Term AD 1856

Amasa E. Higbee }

vs

Richard Lloyd }

I do hereby enter myself
security for costs in this case and acknowl-
-edge myself bound to pay or cause to be paid
all costs which may accrue in this case either
to the opposite party or to any of the officers of
this court in pursuance of the laws of this State

May 9th 1856

George F. Harding

Filed May 9th 1856 Wm Billings Clerk

Copy of Summons
 State of Illinois }
 Warren County } Sec The People of the State of
 Illinois to the Sheriff of Marshall County
 Greeting,

We Command you to Summon Richard
 Lloyd if to be found in your County personally
 to be and appear before the Circuit Court of
 said County on the first day of the next
 term thereof to be holden at the Court house
 in Moomouth on the Third Monday in the
 month of September next to answer a Bill
 of Complaint filed in our said Circuit
 Court on the Chancery side thereof against
 him by Amasa E. Higbee. And have you
 then and there this writ and make return
 thereon in what manner you execute the same

Witness Wm Billings Clerk of our said
 Circuit Court and the Seal thereof at
 Moomouth this 19th day of May in the
 year of our Lord One thousand eight
 hundred and fifty six

Wm Billings Clerk

On the back is the following return made by the
 Sheriff of Marshall County
 I have served the within Summons by delivering
 a copy to the within named Richard Lloyd

3
9
this the 4th day of June A.D. 1856

Abram Gardner Sheriff
Marshall Co, Ill

Filed June 9th 1856 Wm Billings clk

Copy of Aced Exhibit A,

This Indenture made this 20th day of August in the year of our Lord One Thousand eight hundred and fifty five Witnesseth that Amasa Higbee of the City of Cincinnati of the County of Hamilton and State of Ohio party of the first part for and in Consideration of the sum of One Dollar dollar paid by Richard Lloyd of the City of Henry of the County of Marshall and State of Illinois party of the second part the receipt of which is hereby acknowledged. Doth hereby alien release, remise, and Quit claim unto the said party of the second part and unto his heirs and assigns forever, all his right and title and interest in and unto a certain tract of land situated lying and being in the Military Tract of the State of Illinois and known and described as follows, being the South East quarter of Section Fifteen in Township Eight North of Range three West of the fourth principal Meridian

(A. E. 15. T. 8 N. R. 3 W)

To have and to hold the said premises together with all the appurtenances thereto belonging

10

or in anywise appertaining to the only proper use
benefit and behoof of said party of the second
part his heirs and assigns forever. In Witness
Whereof the said Grantor has hereunto set his
hand and seal the day and year first above
written

Signed sealed and

Amasa Higbee *LS*

delivered in presence of

State of Ohio } ss

Hamilton County }

I J. R. Baldridge Notary
Public in and for said County Do hereby cer-
tify that Amasa Higbee personally known to
me as the same person whose name is subscribed
to the within and appeared before me this day
in person and acknowledged that he signed
sealed and delivered the said instrument of
writing as his free and voluntary act and deed
for the uses and purposes therein set forth

Given under my hand and official
Seal this twentieth day of August AD 1858

J. R. Baldridge Notary Public
LS

80 14 504

State of Illinois } Recorder office

Warrick County }

I William Billings

LS clerk of the Circuit Court in and for the County
of Warrick and in the State of Illinois and ex officio
recorder of Deeds in said County. Do hereby
certify that the annexed deed was filed for

Record in my office on the 24th day of August
AD 1855 and has been duly recorded with
the accompanying Certificate in Vol 24 Page
395 & 396 in said Records office

In Witness whereof, I have hereunto
set my hand and affixed the seal of said
Circuit Court at my office in Mount Pleasant this
24th day of August AD 1855

William Billings Clerk
And Ex officio Recorder

And on the back is the following:

Copy
Exhibit "A";

Filed Sept 11th 1856

Copy of Exhibit B

B 24 P 395 This Indenture made this 20th day of August in
14504 year of our Lord One thousand eight hundred and fifty five
Witnesseth that Amasa Higley of the City of Cincinnati of
the County of Hamilton and State of Ohio party of the first
part for and in consideration of the sum of One Dollar paid
by Richard Lloyd of the City of Henry of the County of
Marshall and State of Illinois party of the second part
the receipt of which is hereby acknowledged doth hereby
alien, releas, remise, and quit claim unto the said party
of the second part and unto his heirs and assigns for
ever all his rights and title and interest in and unto
a certain tract of land situate lying and being in
the Military tract of the State of Illinois and known

and described as being the North East quarter of Section fifteen in Township Eight North of Range three West of the fourth principal Meridian (C & E 15. T 8 N. R 3 W) Co. have and to hold the said premises together with all the appurtenances thereto, belonging or in anywise appertaining to the only proper use benefit and behoof of said party of the second part his heirs and assigns forever. In Witness Whereof the said Grantor has hereunto set his hand and seal the day and year first above written

Signed sealed and delivered } Amasa Higbee (S)
in presence of

State of Ohio }
Hamilton County } I J. R. Baldridge Notary
Public in and for said County do hereby Certify
that Amasa Higbee personally known to me as the
same person whose name is subscribed to the within
Deed appeared before me this day in person and acknow-
ledged that he signed sealed and delivered the
said Instrument of Writing as his free and voluntary
act and deed for the uses and purposes therein
set forth. Given under my hand and official
seal this twentieth day of August A.D. 1855

J. R. Baldridge (Seal)
Notary Public

State of Illinois }
 Warren County } I William Billings
 Clerk of the Circuit Court, and by law Recorder
 of said County Do hereby certify that the above
 and foregoing deed is a full and true copy of
 the record of the same, as fully and completely
 as the same appears of record in my office
 in Vol 24 on pages 395 & 396

ES

In testimony whereof I have hereto
 set my hand and affixed the seal of
 said Court at the City of Mounmouth
 this 9th day of May A.D. 1856

Wm Billings Clk

On the back of the above is the following
 Exhibit B.

per 1,00

A true copy

Copy of deed from Amasa Higbee to Amasa E. Higbee
 Know all men that Amasa Higbee of Ham-
 ilton County and State of Ohio in consideration
 of Two hundred dollars to him in hand paid by
 Amasa E. Higbee of the same place the receipt
 whereof is hereby acknowledged do hereby bargain
 sell and convey to the said Amasa E. Higbee
 his heirs and assigns Forever the following real
 estate to wit. All the North East quarter of section
 fifteen of Town Eight North and range three
 West, situate in the State of Illinois, in the tract

appropriated to Military Counties, and patented
 to Resin Sewell, And all the estate Title and
 interest of the said Amasa Higbee either in law
 or in equity of in and to the said premises, Togeth-
 er with all the privileges and appurtenances to
 the same belonging, To have and to hold the
 same to the only proper use of the said Amasa
 E. Higbee his heirs and assigns forever, And
 the said Amasa Higbee for himself his heirs
 executors and administrators do hereby Covenant
 with the said Amasa E Higbee his heirs and
 assigns that the Title so conveyed is clear free
 and unincumbered by any act of the said
 Amasa Higbee, In Witness whereof the
 said Amasa Higbee has hereunto set his hand
 and seal this sixteenth day of March in the
 year Eighteen hundred and fifty six

Signed sealed acknowledged
 and delivered in presence of us

Wilson A Brown
 Patrick Callahan

Amasa Higbee

State of Ohio
 Hamilton County

Be it remembered that on
 this twenty third day of May in the year of our
 Lord One thousand eight hundred and fifty six
 before me the subscriber a Notary Public in
 and for said County personally came Amasa

Highlee to me well known the grantor in the above deed and acknowledged the signing and sealing thereof to be his voluntary act and deed for the uses and purposes therein mentioned

ES
CS
CC

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal of office at Cincinnati on the day and year last aforesaid

Wilson A Brown Notary Public

Filed May 16th 1856

Wm Billings Clk

Copy of Answer

The answer of Richard Lloyd Defendant to the Bill of Complaint of Amasa & Highlee Complainants in the Hann Circuit Court at the September Term thereof A.D. 1856

This respondent saving and reserving to himself now and at all times hereafter all and all manner of benefit and advantage of exception that can or may be had or taken to the many errors uncertainties and insufficiencies in the said Bill of Complaint contained for answer thereto or unto so much thereof as this respondent is advised it is in any wise material or necessary for him to make answer unto answering says that he has no knowledge that Amasa & Highlee complainants is seignor of the legal title in fee simple in and to the North East

quarter of section fifteen (15) in Township Eight North and range the West of the fourth principal Meridian except what is disclosed in Complainant's Bill and require proof of the same and this Respondent alleges the truth to be that he this Respondent has the legal title in fee simple to the same and that so late as the 19th June 1856 the said quarter was not occupied or in the possession of any other person than this Respondent nor has he any knowledge of any person since taking possession of the same.

This Respondent further answering admits the title to said quarter of land comes from the United States to Resin Newell, from Newell to Wheeler & Hunt, from Hunt to Wheeler, from Wheeler to Williamson, from Williamson to Amasa Higbee as stated by Complainant but whether the said Amasa Higbee ever deeded to Complainant this Respondent has no knowledge except as disclosed by Complainant's Bill. This respondent further states that the said Amasa Higbee conveyed the aforesaid quarter of land to this respondent on the 20th of August 1855 which deed of conveyance vested in this respondent the title to the aforesaid quarter of land in fee simple which said deed was duly acknowledged before a Notary Public of the City of Cincinnati the same day and was duly recorded in the recorder's office of Warren County Illinois on the twenty fourth day of August AD 1855 a copy of which is herewith filed and which this respondent prays may be taken as

part of this his answer. Marked Exhibit, A.

This respondent further answering says it is true as stated in Complainants Bill that this respondent claims to own said land in fee simple under and by virtue of a certain deed dated August 20th 1853 made by Amasa Higbee to this respondent.

This respondent denies that said deed from Amasa Higbee to this respondent was obtained by fraud and circumvention on the part of this respondent.

This respondent further answering admits that on the 20th of August 1853 he called at the office of the said Amasa Higbee in the City of Cincinnati as stated in Complainants Bill and took out a small memorandum book from his pocket from which he read the name of Amasa Higbee and stated that he wanted to see said Higbee about a Military land claim in the State of Illinois.

Admits that the person of whom he inquired stated that he knew nothing about it but that his father would be in the office in a few minutes. Admits that he ~~staid~~ ^{stood} in the office until the said Amasa Higbee came in. Admits that he asked the said Amasa Higbee if he had an old Military land claim in the state of Illinois to which question the said Amasa Higbee replied as well as this respondent remembers that he had. This respondent then told him he was buying up such claims and would buy his if he would sell it at what he was willing to pay for it. Higbee replied that he was just about to start either up

or down the River (Which I do not recollect) for lumber
 and had no time to attend to it. This respondent
 replied that if he (Higbee) was disposed to accept his
 offer it would require but a few moments to fix it
 as it was then but about 9 o'clock in the Morning
 and he (Higbee) was to go on the Boat at 12 o'clock
 as he said. Higbee then asked this respondent what
 he would give. This respondent told him he would
 give forty dollars for a quit claim deed. Higbee
 replied that was not worth talking about as it was
 worth more money (Which I do not recollect) This respon-
 dent then told him that forty dollars was all he
 would give and if he choose to accept it this res-
 pondent would go with him to any office in the City
 he might name and fix it. Higbee then said if that
 was all this respondent would give he (this respondent)
 might have it and remarked if we did any thing
 it must be done at once. This respondent then told
 Higbee to fix on or name a place to have the deed
 executed and Higbee then said we will go, and
 then lead this respondent to the office of J. B. Baldridge
 a Notary Public near the Planter House in said
 city of Cincinnati where this respondent filled
 up a quit claim deed and handed it to him the
 said Higbee, who took it and read it and at the
 same time took out a small book from his pocket
 as if to examine something and after such examin-
 ation then signed acknowledged and delivered

19
said deed to this respondent and this respondent then paid the said Higbee forty dollars the price agreed upon which is as high or higher than is frequently paid for such claims.

This respondent further answering denies positively that he ever stated to said Amasa Higbee that said land was located in McDonough County, Illinois but respondent states and avers the truth to be that he injured of the said Amasa if he owned or had any claim to the North East quarter of Section fifteen in Township Eight north Range three West as this respondent had a small book with him at the time with the said Amasa Higbee name against said quarter of land as the owner and against no other quarter nor did this respondent know that said Higbee had any claim to any other quarter in Illinois nor does he yet know that said Higbee had any other claim to land in Illinois, which said book this respondent will produce on the trial of this cause. This respondent has no knowledge of the said Higbee asking this respondent where said land was located and this respondent positively denies that he told said Higbee that the land lay in McDonough County and this respondent states that upon his asking the said Higbee what he would take for a quit claim deed for said quarter the said Higbee immediately took a small book out of his pocket and after looking at it asked

this respondent what he would give for it to which this respondent replied that he believed it had been sold for taxes and that he would give him forty dollars for it which sum was as much as he would give for it this respondent at that time had never seen said quarter of land but the Township in which this land was situate he knew was sparsely settled and that this and an adjoining Township was said to embrace a great portion of low flat land. This respondent further answering denies that he ever stated to said Higbee what said quarter section of land was worth as this respondent himself did not know having never seen the land.

This respondent further answering denies that he fraudulently drew up said deed and procured the said Amasa Higbee to sign it for the purpose of defrauding him that he represented to said Higbee that said quarter was located in McDonough County but stated the fact to be that said Higbee examined and read the deed before executing it and that the only quarter of land this respondent proposed to purchase of said Higbee and the only quarter said Higbee agreed or pretended to sell to this respondent was the North East fifteen Eighths North Three West above mentioned and this respondent does not believe that said Higbee ever had any claim in McDonough County, and denies that he had.

This respondent further answering denies that said Higbee made said deed to this respondent believing it was an

old Military land claim in McDonough County or any other land than the identical land described in said deed. Denies that it was obtained by fraud and Circumvention.

This respondent further answering says that he does not know except as disclosed in Complainants Bill that Complainant is in actual possession of said quarter of land but this respondent states that he does know that so late as the 19th of June 1856 said Complainant was not in possession and if he has taken possession since that time it is without the knowledge of this respondent and wrongfully.

This respondent further answering says it is not true that he has ever been requested by the said Amasa Higbee or Complainant to reconvey said tract of land to said Higbee or to Complainant. This respondent denies that he has declined and refused but says he has never been requested. This respondent further answering denies that said quarter section of land was worth one thousand dollars or any thing like one half that amount and this respondent avers the truth to be that he this respondent did not know anything about its value at the time he purchased it. and he would further state that real estate in that neighbourhood where this land lies has greatly increased in value since he purchased it that for several years and until recently land in this Township and the adjoining Township has not been in as much demand and was not considered near

as valuable as in other Townships in Hanen County

This respondent further answering positively denies that said Amasa Higbee repeatedly or ever offered to this respondent before the commencement of this suit to repay to this respondent the said forty dollars and convey to this respondent said old Military Claim in McDonough County upon this respondents cancelling said deed to him or upon this respondents reconveying said land to said Amasa Higbee but on the contrary this respondent avers the truth to be that the said Amasa Higbee has never informell this respondent that he was dissatisfied with the sale of said quarters

And this respondent denies all manner of fraud and Circumvention charged in Complainant's ^{said} bill of Complaint against this respondent in obtaining the said deed from the said Amasa Higbee all of which matters and things this respondent is ready to aver maintain and prove as this Honorable Court shall award, And now having fully answered humbly prays to be dismissed with his reasonable costs and charges on this behalf wrongfully sustained

Richard Lloyd

On the back of said answer is the following
Amasa Higbee

vs

Richard Lloyd

Answer

Filed Sept 11th 1856 Wm Billings clk

Copy of Replication

State of Illinois } Warren Circuit Court
 Warren County } September Term A.D. 1856

Amasa E. Higbee

vs.

Richard Lloyd

} On Chancery

The replication of Amasa E. Higbee complainant
 to the answer of Richard Lloyd defendant.

This replicant saving & reserving to himself all
 & all manner of advantage of exception which may
 be had & taken to the manifold errors uncertainties
 & insufficiencies of the answer of said defendant
 for replication thereto saith that he doth and will
 aver maintain and prove his said Bill to be true
 certain and sufficient in law. in the law to be
 answered unto by the said defendant and that the
 answer is very uncertain evasive and insufficient
 in the law to be replied unto by the replicant with-
 out that that any other matter or thing in the said
 answer contained material or effectual in the law
 to be replied unto Confessed or avoided traversed
 or denied is true all which matters and things
 this replicant is ready to aver maintain and prove
 as this Court shall direct & humbly prays as in
 and by this said bill he hath already prayed

C. F. Harding, Comp. Sol

On the back

Filed Sept 17. 1856 Billings clk

State of Illinois } Warren Circuit Court
 Warren County } September term A.D. 1886

Amasa & Higbee }
 vs } Chancery
 Richard Lloyd }

And now at this time this cause
 coming on to be heard, it is ordered by the Court
 that this case be referred to Ivory Quincy as
 a Special Master (The Master in Chancery being
 of counsel in this case) to take evidence in
 the case and report the same and his conclusions
 thereon to this Court at the next term and that
 this case be continued until the next term
 of this Court

John S. Thompson

On the back is the following
 Ref to master & Court

Filed Sept 17, 86 Billings clk

25

Copy of Affidavit
 State of Illinois }
 Warren County }

Amasa E Higbee } Compr
 vs } In Chancery
 Richard Lloyd } Defs

George F Harding being duly
 deposes and says that he is Attorney for ^{the} Complainant
 that he is informed and believes that
 Amasa Higbee and James B Higbee are Material
 Witnesses for him said Complainant in this case
 that they reside in Cincinnati in the State of Ohio
 that their testimony can only be obtained under
 process of the Court by deposition & therefore he
 prays a commission may issue to take the depos-
 ition of said Witnesses.

Sworn to & subscribed

before me this 19th Sept

A.D. 1856. Elisha Ayres, J.P. }

George F. Harding

(Copy of Notice)

State of Illinois } Warren Circuit Court
 Warren County } September Term A.D. 1856

Amasa E. Higbee } Complainant

vs

Richard Lloyd } In Chancery
 Defendants

For James C Madden Attorney for the Defendants

Sir. Take notice that I will on the third day of October in the year of our Lord One thousand eight hundred and fifty six (Oct 3^d 1856) at at the hour of ten O'clock of said day sue out of the office of the Clerk of the Circuit Court of Macon County in the City of Monmouth in the State of Illinois a Commission directed to J. R. Baldridge Commissioner or any other Judge or Justice of the peace residing in the City of Cincinnati and State of Ohio requiring him to take the deposition of Amasa Higbee and James B Higbee witnesses on the part of the Complainant in the above case residing in said City of Cincinnati in the State of Ohio. upon the following interrogatories and such other Interrogatories as may be attached to such Commission. When and where you may attend and file Cross Interrogatories if you choose

Amasa E. Higbee
by his Attorney George F. Harding

Interrogatories to be propounded to Amasa Higbee and James B Higbee witnesses for the Complainant in the above case on the part of the Complainant

Interrogatory 1. Do you know the parties to this suit or either of them; if yes. State which of them and how long you have known them

27

Interrogatory 2^d. Did you or not at any time see the said defendant Richard Lloyd in the City of Cincinnati in the State of Ohio: if age state when, under what circumstances, whether or not you had any conversation with said Lloyd, and if you had state what such conversation was, fully and in detail, and in the language used therein, as nearly as you may be able to remember the same.

Interrogatory 3^d. Did you or did you not sign a deed conveying land to said defendant, if age. State when you did so, what land you conveyed by said deed, and set forth a copy of the same.

Interrogatory 4th. How long have you owned the land described in said deed, when did you buy it, and what did you pay for it, and who has since paid taxes upon it?

Interrogatory 5th. When did you first learn what land you had conveyed to the defendant? did you ever sell the land described therein to him or agree to convey the same to him, or did you ever convey the same to him knowing ly?

Interrogatory 6th. State any other matter or thing which may be of advantage to the complainant in regard to this case.

Received a copy of the foregoing notice & interrogatories
Sept 22^d 1856
J. C. Madden
Atty for Deft

Amasa E. Higbee } Sept Term A D 1856 of
 vs } the Hann County
 Richard Lloyd } Circuit Court

Cross Interrogatories to be propounded to Amasa Higbee witness in the above cause,

1. When Mr Lloyd the Defendant called on you to purchase the tract of land in Illinois which you afterwards sold to him, did he or did he not show you a Memorandum Book with your name in it, & set opposite to the N.E. 13, 8 & 13 7/8. 1/4 of a State all that took place at that time and all the conversation you had with Mr Lloyd the Defendant at that time in regard to the purchase from you of the said tract of land.
- 2 When Mr Lloyd the Defendant offered you forty dollars for said tract of land, did or did you not say that said tract of land was worth more, or ought to be worth more money than said
- 3 When the Defendant Mr Lloyd said to you in answer to your question, that he would give but forty dollars for the said land, did you or did you not take a Memorandum Book from your pocket, and examine the same, and after being absent a short time, return again and

inform Mr Lloyd that you would take the forty dollars? If aye. State all fully.

4th Did^{you} or did you not select of your own account J. R. Baldridge as the person who should acknowledge the deed which you gave to Mr Lloyd the Defendant conveying to him said A & E 15. 8 A. 3 M. &

3rd. After the deed which you executed to Mr Lloyd the Defendant conveying to him said A & E 15. 8 A. 3 M. was filled out by Mr Lloyd in J. R. Baldridge's office. did you, or did you not take said deed and read and examine it before signing the same? Answer fully

6th. At the time you was examining and reading the deed which you executed to said Defendant conveying to him said A & E 15. 8 A. 3 M. and before signing said deed. did you or did you not take a Memorandum Book from one of your pockets. and examine & compare the same with said deed? Answer fully.

7th. Have you or have you not ever offered to refund. or to restore to said Lloyd the \$40. paid by him to you for said A & E 15. 8 A. 3 M. & if aye. State when and where and how the offer was made?

8th Have you or have you not ever offered to convey to said Lloyd the land claim in Mc Donough County Illinois in Sec 34 instead of the said N E 15. 8 & 37. $\frac{3}{4}$ if any State when, when, and in what manner said offer was made,

9th Did you or did you not ever notify or advise said Lloyd at any time that you were dissatisfied with the sale of said N E 15. 8 & 37. $\frac{3}{4}$ if any State when, when, and in what manner?

10th Did you or did you not own any lands in Mc Donough County in the State of Illinois at the time you made and executed said deed to said Defendant conveying to him said N E 15. 8 & 37. $\frac{3}{4}$ Answer fully.

11th Did you ever own any lands in Mc Donough County in the State of Illinois. Answer fully

31
(Copy of Commission)

State of Illinois } ss
Hansen County }

The People of the State of Illinois to J. B.
Baldridge Cincinnati Ohio. Know you
that trusting to your fidelity and Circumspection
we do hereby authorize and require of you to
cause to come before you at such time and
place as you may designate Amasa Higbee
& James B Higbee witnesses on the part of
the Complainant in a certain matter of Conti-
-roversy now depending in our Circuit Court of
Hansen County Illinois in which Amasa E Higbee
is Complainant and Richard Lloyd is Defendant
and then and there diligently examine the said
Witnesses upon their Corporal Oaths touching
the said Controversy, upon all and singular
the Interrogatories hereto attached as well on
part of the Complainant as the Defendant
that you reduce to writing each of the said
Interrogatories in the order in which they are
propounded; together with the answering of
said Witnesses and certify the same to our said
Court. under your hand & seal returny also this writ
Witness my self Clerk of our said Circuit
Court at Monmouth this thirteenth day of
December 1856 and the seal thereof hereto
affixed
J. B. Safety Clerk

Ed

Depositions of Witnesses taken on the 17th day of February A.D. 1857 between the hours of 10 o'clock A.M. and five o'clock P.M. of said day at the office of J.R. Baldridge in the City of Cincinnati in the State of Ohio before J.R. Baldridge a Justice of the peace in and for said County of Hamilton and State of Ohio and upon the inclosed interrogatories and by virtue of the enclosed Commission to be read in evidence in a certain suit now pending in the Circuit Court of Warren County in the City of Mount Vernon in the State of Illinois described in said Commission and Interrogatories wherein Amasa E. Higbee is Complainant and Richard Lloyd is Defendant.

Deposition of Amasa Higbee.

The said Amasa Higbee being first duly sworn doth depose and say in answer to the several Interrogatories as follows to Wit,

Ques 1 Do you know the parties to this suit or either of them, if yes. State which of them and how long you have known them.

Answer 1 I never knew Mr. Lloyd the Defendant until August 1855 when he came to my office and introduced himself to me. The Plaintiff Amasa E. Higbee is my son

Indy B, Did you or not at any time see the said defendant Richard Lloyd in the City of Cincinnati in the State of Ohio, if yes State when, under what circumstances, whether or not you had any conversation with said Lloyd, and if you had, State what such conversation was fully and in detail and in the language used therein, as nearly as you may be able to remember the same.

Answer B As I stated above, the first and only time I ever saw Mr Lloyd was in August 1855 at my office in Cincinnati Ohio. The circumstances under which I saw him were these. I went into my office on or about the 20th of August 1855. I think in the forenoon and found a man sitting there, with round or hump shoulders, about forty years old I suppose, who called himself Lloyd he told me he was from Illinois after telling me his name, he asked me if I had an old Military claim in Illinois. I told him if I had I knew nothing about it, he then told me I had one of 160 acres. Then I asked him where it was located. He told me it was in McDonough County in Illinois, I then asked him what it was worth, he told me the taxes had not been paid upon it, and he could not afford to give me more than forty dollars, for he said it would be some trouble to get it

straightened up. I told him I thought he could afford to give me something more. There was then a pause in the conversation when I remarked to Mr Lloyd that I had a hundred and sixty acres of land in the County of Warren State of Illinois about twelve miles from Mounmouth the County Seat which I would like to sell. He then asked me what it was worth, I told him the least I would take for it was Eight hundred dollars. I then told him I was in a hurry as I wanted to leave the City that day, he answered he was also about leaving town. He then remarked that he would see me again about the Warren County land. That I asked him Eight hundred dollars for. I then stepped out of my office door for two or three minutes and then returned. When I returned the conversation was resumed about the Military Claim he said I had in Mc Donough County. And I told him I believed I would take his offer for the Mc Donough County Land Claim namely forty dollars. We then both went immediately up to Esquire Baldridge's office on third Street where Mr Lloyd drew up a deed which he asked me to sign. He furnished the descriptions in the deed from a Memorandum Book which he had in his pocket. I signed the Deed which was a quit Claim Deed, and he paid me the forty dollars at the Justice office.

35

I took from my pocket a little Memorandum Book, and wrote in it a copy of the description that Lloyd had inserted in the deed. This is all of the conversation we had, and all that was said or done by us, and it is the only conversation I ever had with Lloyd,

Interrogatory 3^d, Did you or did you not sign a deed conveying land to said defendant, if any. State when you did so, what land you conveyed by said deed, and set forth a copy of the same.

Answer 3^d I signed a deed as I said above. I did so at the office of the Justice as I above stated. The description of the land conveyed was inserted by Lloyd from a Memorandum Book which he had with him. I copied the description which he put into the deed into my Memorandum Book. I have got that Memorandum Book now with me, and that description is as follows, viz. North East quarter of Section fifteen Town 8 North Range 3^d— This description he said was the description of the tract in McDonough County, which he said I had a Military claim to. I kept no other copy of the deed or any part of it.

Interrogatory 4th. How long have you owned the land described in the said deed. When did you buy it, and

36

what did you pay for it, And who has since paid taxes upon it.

Answer 4th I have owned the tract in Warren County Illinois in the neighbourhood of twenty years. I bought it of George J Williamson of Cincinnati. I paid him for it Two hundred and thirty dollars. I have furnished the money to agents of mine in Illinois to pay the taxes, and I have the Receipts for the taxes up to the year 1854 or 1855 in which year I sold the land to the Plaintiff.

Interrogatory 5th When did you first learn what land you had conveyed to the Defendant, Did you ever sell the land described therein to him, or agree to convey the same to him, or did you ever convey the same to him knowingly?

Answer 5th Just after the transaction with Lloyd being next morning I started to Pennsylvania where I remained about five weeks. When I got home upon examining my papers, I for the first time discovered that the land conveyed by me to Lloyd was the same in description as my Warren County land. I even then thought that the description although it was the same as my Warren County land might be applicable to land in McDonough County and did not know any better till I.

37

Talked with Mr Williamson of whom I bought the Warren County land. I never did sell to Lloyd my Warren County land. nor did I ever intend to sell it to him. And never did convey it to him knowingly,

Interrogatory 6th State any other matter or thing which may be of advantage to the Plaintiff in regard to this case,

Answer 6th I am Sixty two years old. I have lived in Cincinnati since 1826. I have followed in Cincinnati the lumber business about twenty years. was engaged in that business when Lloyd called on me. I was induced the more readily to believe that possibly I might have some Military claim in Illinois. As I was a Soldier in the War of 1812 and as a Mr Anderson hat two or three weeks before intimated that in Illinois such a tract had been set apart to me. and wanted to know what I would take for it. but I did not pay any attention to what Anderson told me. But as Lloyd afterwards called. I began to think perhaps I might have such a claim.

Cross examination of Amasa Higbee in the above stated cause

Q^{ty} 1 When Mr Lloyd the Defendant called on you to purchase the tract of land in Illinois which

you afterwards sold to him did he or did he not show you a Memorandum Book with your name in it and set opposite to it the N.E. 1/8 & N. 3/4 & 1/2 of a Sec. State all that took place at that time and all the conversation you had with Mr Lloyd, the defendant at that time in regard to the purchase from you of the said tract of land.

Answer 1st Mr Lloyd did not call on me to purchase the tract in Illinois which I have since discovered, was described in my deed to him. I never sold him my land in Warren County. He pulled out of his pocket a Memorandum Book, that had my name in it as he said but I did not examine the book. I do not know what description he had in the Book except that when the deed was drawn by him he made the description in the deed from the Book. I read nothing at all in the Book. I have stated in answer to the second direct Interrogatory all the conversation had by Lloyd and myself. and all that was done by us. and I make that statement my answer to the last clause of the above question,

Interp 2^d When Mr Lloyd the defendant said to you in answer to your question "that he would give but forty dollars for the said land, did you or did you not take a Memorandum Book

39

from your pocket. And examine the same, and after absent a short time return again, and inform Mr Lloyd that you would take the forty dollars, if agreed. State all fully;

Answer 2 When Mr Lloyd said he could not afford to give me more than forty dollars, I have no recollection of taking a Memorandum Book from my pocket and I do not think I did. I am right sure I did not, but I did as I have stated "go out of my office for two or three minutes. When I returned and the conversation was resumed about the Military claim. I told him I believed I would take his offer for it.

Interrogatory 3 When Mr Lloyd the defendant offered you forty dollars for said tract of land did or did you not say that said tract of land was worth more or ought to be worth more money than that sum

Answer 3. Mr Lloyd said he could not afford to give me more than forty dollars for my Military Claim as he called it in McDonough County. I told him I thought he could give something more, he never offered me anything for my 800⁰⁰ tract in Hannen County.

Interrogatory 4 Did you or did you not select of your own

40

accord J. B. Baldridge as the person who should acknowledge the deed which you gave to Mr Lloyd the defendant conveying to him said A & E 15. 8 A 3 N. 1

Answer 4th After I told Lloyd that I believed I would take the forty dollars for the Military track he said we would have to go before a Notary Public, or some officer and have a quit claim deed acknowledged. I told him Esq. Baldridge on 3d Street was as convenient to the office as any one, and we would go there, to which he consented.

Interrogatory 5th After the deed which you executed to Mr Lloyd the defendant conveying to him said A & E 15. 8 A 3 N was filled out by Mr Lloyd in J B Baldridge office did you or did you not take said deed, and read, and examine it before signing the same. I answer fully

Answer 5th After Mr Lloyd wrote the deed which was a very short one, and which he said was as good a one as he wanted, I did ~~not~~ read it and I copied the description in it into my little Memorandum Book.

Interrogatory 6th At the time you was examining and reading the deed which you executed to said defendant conveying to him said A & E 15. 8 A 3 N. and

41

before signing said deed did you or did you not take a Memorandum Book from one of your pockets and examine and compare the same with said deed? Answer fully.

Answer Qth Before signing the deed or just afterwards I do not recollect which. I copied the description into my Memorandum Book; but I had no other description or descriptions of land in my Memorandum Book nor did I have at any time with me during Sloyds visit, or at the Justices office the description of my Warren County land. And I did not compare the Sloyd deed with my Warren County land description till I returned from Pennsylvania, as I above said.

Interrogatory 7th Have you, or have you not, ever offered to restore or refund to said Sloyd the forty dollars paid by him to you for said A & B. 8 et 3rd if age state, when & where, and how the offer was made.

Answer 7th I have never offered Sloyd forty dollars to convey to me the land described in my deed to him. I never knew what place in Illinois to find him even if I had wanted to.

Interrogatory 8, Have you or have you not ever offered to convey to said Sloyd the said claim in McDonough

County Illinois in lieu or instead of the said
 A & B. 8 A. 3 M. 9 if aged. State when, where, & in what
 manner said offer was made.

Answer 8 I have not offered to convey to Lloyd the claim
 in McDonough County, which he said I had in
 lieu or instead of the land described in the
 deed. I have never had an opportunity of so
 doing not knowing where he lived.

Interrogatory 9. Did you or did you not, ever notify or advise
 said Lloyd at any time that you were dissa-
 tisfied with the sale of said A & B. 8 A. 3 M. 9
 if aged. State when, where, and in what manner

Answer 9th I never have. I never knew where a notice
 would reach him.

Interrogatory 10, Did you or did you not own any lands in
 McDonough County in the State of Illinois at
 the time you made and executed said deed to
 said Defendant. Conveying to him said A & B.
 8 A. 3 M. 9 Answer fully.

Answer 10 If I did I did not know it. He though.
 assured me I did. and wanted to buy.

Interrogatory 11th Did you ever own any lands in McDonough

43

County in the State of Illinois? Answer fully?

Answer 11th Never to my knowledge and further this
deponent saith not

Amasa Higbee

Deposition of James B Higbee. Who being
first duly sworn by me doth depose and say
in answer to the several Interrogatories as follows
to Wit

Interrogatory 1 Do you know the parties to this suit, or either
of them, if yea state which of them, and how long
you have known them

Answer 1st The Complainant is my father. the only time
I ever saw Lloyd the defendant was in August
1885. at my fathers office.

Int 2^d Did you or did you not at any time see the said
defendant, Richard Lloyd in the City of Cincin-
nati in the State of Ohio: if aye state when
under what circumstances whether or not you
had any conversation with said Lloyd and if
you had state what such conversation was
fully and in detail and in the language used
therein as near as you may be able to remember
the same.

44

Answer D A man calling himself Richard Lloyd called at my father's office in Cincinnati Ohio in August 1888. I was then staying in the office. He pulled out a Memorandum and told me he wanted to see Amasa Higbee about an old Military claim in the state of Illinois. I told him I knew nothing about it, but that my father would be in soon. He waited for him and when my father came back Mr Lloyd asked him in my presence if he knew that he had an old Military claim in the state of Illinois. My Father replied that if he had he knew nothing about it. My father asked him in what part of Illinois it was located Mr Lloyd told him it was somewhere in McDonough County. Father asked him what it was worth Lloyd said that the taxes had never been paid up and it was much incumbered and that he thought that forty dollars was a fair price for it. He said that was as much as he would give for it. There was a pause in the conversation here and my father told Lloyd that he had one hundred and sixty acres of land in Warren County Illinois which he wanted to sell. Mr Lloyd asked him in what part of Warren County it was situated. Father told him he thought it was about twelve miles from Mounmouth Mr Lloyd asked him what price he asked for it. Father told him

45

he held it at Eight hundred dollars Mr Lloyd said he was going out that way soon, and would make some inquiries about what land was worth in that neighbourhood. At this point I went out of the office. Almost immediately after Father came out and said to me he believed he would take the forty dollars for the Military claim, as he knew nothing about it, and he thought it would be more trouble than the land was worth to hunt it up. He then went into the office, and in a moment or two I saw Lloyd and Father going up street together, this is the last I ever saw of Lloyd.

Interrogatory 3^d Did you or did you not sign a deed conveying land to said defendant, if any. State when you did so, what land you conveyed by said deed and set forth a copy of the same.

Answer 3 I did not

Interrogatory 4 How long have you owned the land described in said deed, when did you buy it what did you pay for it, and who has since paid taxes upon it?

Answer 4th I never owned it

46

Inty 5. When did you first learn what land you had conveyed to the Defendant? did you ever sell the land described therein to him or agree to convey the same to him, or did you ever convey the same to him knowingly?

Answer 5th This question is not for me to answer as I had nothing to do in conveying the land spoken of.

Inty 6 State any other matter or thing which may be of advantage to the Complainant in reference to this case

Answer 6th On the above mentioned Father was preparing to start to Pennsylvania and gave me forty dollars to deposit saying it was the money he got for the claim, and further this deponent saith not

J. B. Higbee

The State of Ohio Hamilton County } ss
I J B Baldrige a Justice of the peace in & for said County & State duly commissioned & sworn do hereby certify that the said Witnesses Amasa Higbee & James B Higbee prior to taking of said depositions as above set forth & subscribed by them and on the said 17th day of Feb^y AD 1857 were by me duly sworn to testify the truth the whole truth & nothing but the truth, in relation to the matter in controversy in the suit mentioned in the caption

47

to these Depositions and in the enclosed Commission
so far as they might be interrogated in relation thereto
& that the said Depositions, were on the 17th day of Feb'y
AD 1857 at my office in said County & State taken and
reduced to writing by me & subscribed and sworn to by
said Witnesses in my presence, Given under my
hand & seal this 17th day of Feb'y AD 1857

J. R. Baldridge Esq
Justice of the Peace

The State of Ohio } ss
Hamilton County } I Thomas Spooner Clerk of
the Court of Common Pleas within and for said
County of Hamilton do hereby certify that J. R.
Baldridge Esq before whom the foregoing Deposi-
tions was taken was at the time of taking such
Depositions and still is an acting Justice of the
peace in and for said County, duly commissioned
and qualified and by law duly authorized to take
Depositions and other instruments of Writing and
that his signature is genuine.

In Testimony Whereof I the Clerk aforesaid
have herunto set my hand and affixed
the seal of the said Court at Cincinnati
in said County this 18th day of February 1857

Thos Spooner Clerk

Court of Common Pleas Hamilton
County Ohio

48

Pleas before the Honorable John S. Thompson
-son Judge of the tenth Judicial Circuit of the
State of Illinois. At a circuit court began and
held at the Court House in Mornmouth within
and for the County of Warren and State of Illinois
on the third Monday in the Month of March In
the year of our Lord One Thousand eight hun-
dred and fifty seven. It being the Sixteenth
day of said Month

Present Hon John S. Thompson Judge
James H. Stewart States Atty
William Sapety Clerk
Charles M. McIlw Sheriff

Amasa E. Higbee }
vs } Chancery
Richard Lloyd }

And afterwards to wit on the 23rd
day of March 1857 the following decree was made
and filed in the above entitled cause

State of Illinois } Warren Circuit Court
Warren County } March Term AD 1857
Amasa E. Higbee.

vs
Richard Lloyd

and now at this Term of Court this
case coming to be heard and the defendant appea-
-ring by his Counsel, and the Court being

sufficiently advised in the premises and is being
 shown to the Court by the Exhibits and depositions
 on file that the allegations in Complainant's
 Bill are fully proved, it is therefore by this
 Court ordered adjudged and decreed, that the
 deed made by Amasa Higbee to Richard Lloyd
 dated August 20th A.D. 1855 conveying to him
 S.E. 15th & S.W. 1/4 of the 4th principal Meridian
 having been obtained by said Lloyd said
 Defendant by fraud and Circumvention be set
 aside and for naught held. And the said Lloyd
 said Defendant is hereby Commanded to deliver up
 said deed to the clerk of this Court within thirty
 days that the same may be cancelled and destroy-
 ed by said clerk and that said Lloyd be Comm-
 -anded to deliver to said clerk for said Complainant
 a conveyance in fee of said tract of land to him
 and that in default of his so doing within
 30 days that the clerk of this Court Wm. Safety
 make such deed to said Complainant as Special
 Commissioner conveying to him all the interest
 of said Defendant in said land. The Court
 doth further order that the costs of this case be
 paid by the said Lloyd Defendant hereto, and
 that the papers in this case be spread upon the
 Chancery record. John S. Thompson

Filed March 25th 1857 Wm. Safety, clerk

50

State of Illinois }
Warren County } I William Lafayette Clark of
the Circuit Court for said County Do hereby
Certify that the foregoing is true copies of all the
papers in the foregoing case now on file in my office
In testimony whereof I have hereunto set my
hand and affixed the seal of said Court at
my office in the City of Monmouth this 1st day
of September A.D. 1857
Wm Lafayette Clark

Richard Lloyd } In the Supreme Court of
 the State of Illinois
 Amasa E Higbee } Third Grand Session
 April Term A.D. 1861

Error to Warner

And now comes the said Richard Lloyd
 by H M Mead his Attorney says that in
 the record & proceedings aforesaid and in
 the Decree aforesaid manifest error hath
 intervened to his injury in this

1st The Court erred in rendering a Decree
 setting aside the plain ^{top} deed from
 Amasa Higbee

2 The Court erred in not dismissing the
~~plaint~~ Complainants Bill

3 The Court erred in in permitting the
 Deposition of Amasa Higbee to be read
 in evidence

4. The Court erred in not rendering
 a decree for the defendant below
 for which reasons the said plaintiff
 error prays that said Decree may be
 reversed set aside & for naught held

By H M Mead
 his Solicitor

In ~~Mull~~ Est Erratum

Recd. Harding for ~~affidavit~~

118

Amasa Higbee

as { Chancery
Richard Lloyd

Copy of Papers

Filed December 5 1860

L. Leland

clerk

fee 13.00

30
1860
Dec 5
L. Leland
clerk