

12438

No. _____

Supreme Court of Illinois

Booth

vs.

Cook

71641  7

151-50

Booth

Alman

151

12438

1858

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Refused

Pleas before the Circuit Court of Marshall County in the State
of Illinois at a term thereof begun and held at the Court
House in the City of Lacon in said County on the first
Monday the same being the fourth day of May in the
year of our Lord one thousand eight hundred and fifty
seven present Hon M Patton judge of the 23rd Judicial
Circuit of the State of Illinois presiding, George W Stepp
States attorney for said Judicial Circuit
H L Crane Sheriff of said County and
James Wescott clerk of said Court

Be it remembered that on the fifth day of May A.D. 1857, the same
being one of the days of the Term aforesaid and the Court being then
Judicially sitting a declaration in Ejectment was filed in said
Court in words and figures as follows to wit:

"State of Illinois }
Marshall County } Circuit Court thereof

Declaration in
Ejectment

To the May Term A.D. 1857

Jonathan Boothe the plaintiff in this suit by Bangs & Shaw
his attorneys. Complains of John Cook the Defendant in this suit
in a plea of Trespass and Ejectment. for that whereas heretofore,
to wit: on the twenty eighth day of February in the year of our
Lord One Thousand Eight Hundred and fifty seven, at and within
the County of Marshall, in the State of Illinois the said plaintiff
was possessed as of his own demesne in fee simple of a certain
lot of ground to wit: the East half of the North West quarter
of section twenty six (26) in township thirty North, in range
two (2) West of the third principal Meridian in the County of

Marshall and state of Illinois. And the said plaintiff being then and there so possessed of the said premises, the said defendant thereafterwords to wit: on the day and year last aforesaid entered unto the said demised premises, and from the time last aforesaid unlawfully withheld and does now unlawfully withhold from the said plaintiff the possession of the said premises to the damage of the said plaintiff the sum of One Thousand Dollars and therefore he brings suit &c "

" Bangs & Shaw attys for Plaintiff."

" To John Cook

Sir! You are hereby notified that the above declaration with a copy of which you are now hereby served and to which copy this notice is subjoined, will be filed in the circuit court for the county of Marshall and state of Illinois on Monday the first day of the May term thereof A.D. 1857 and that upon filing the same a rule will be entered requiring you to appear and plead to the said declaration, within twenty days after the entry of the said rule, and that if you neglect so to appear and plead, a judgment by default will be entered against you and the plaintiff will recover possession of the premises described in the said declaration."

Dated February 28. A.D. 1857

Bangs & Shaw

attys for Plffs

Upon which declaration appears the following endorsements.

"I have this day served the within Notice upon the within named John Cook by reading the same to him the said Cook and also delivering a true copy thereof, Dated this 12th day of March A.D. 1857."

"Serving 25cts Mileage 30 — 55

J. C. Gore, Const."

Affidavit
of Service

"State of Illinois

Marshall County

ss

Circuit Court

May Term 1857

"Jonathan Booth

vs

John Cook

Ejectment

John C. Gore being duly sworn saith that he did on the 12 day of March 1857 personally serve on the defendant in the above entitled cause (which defendant is the actual occupant of the premises for which this action is brought) with a true copy of the declaration hereto attached and also with a true copy of the notice in writing to the said declaration subjoined and likewise hereunto subscribed & sworn to before me the 4th day of May 1857. James Mercott, clerk

"John C. Gore"

And afterwards to wit: on the ninth day of May A.D. 1857, the same being one of the days of the Term last aforesaid and the Court being now judicially sitting a Rule was entered of Record in words and figures as follows to wit:

Rule to Plead

"Jonathan Booth

vs

John Cook"

Ejectment

"This day came the plaintiff by Richmond his attorney and on his motion it is ordered by Court that the defendant plead herein in

twenty Days."

Plea

Jonathan Booth

vs

John Cook

} And now comes the defendant
by Purple & Ramsey his attorneys
and defends the wrong & injury complained of by said
plaintiff and says that he is not guilty of unlawfully withholding
the premises claimed by the plaintiff as alledged in his
said declaration and of this he puts himself on the Country

Purple & Ramsey

May 9th 1857

his attys

Endorsed on said plea "Filed May 9th 1857, James Mescott, clerk"

Pleas before the Circuit Court of Marshall County
in the State of Illinois at a Term thereof begun and
held at the Court House in the City of Lacon on the first
Monday in October AD 1857 present Hon^{ble} M Ballou
Judge of the 23rd Judicial Circuit of the State of
Illinois presiding George W Stipp State attorney
for said Judicial Circuit H S Craue Sheriff of said
County & James Mescott clerk of said Court.

Be it remembered that on the Sixteenth day of October
in the year of Our Lord one thousand eight hundred
fifty seven the same being one of the days of the
Term last aforesaid and the Court being then
judicially sitting further proceedings were had in
the cause of Jonathan Booth against John Cook
and entered of Record to wit;

Jonathan Booth } Ejectment

Trial

vs
John Cooke } This day came the parties
the plaintiff by S. L. Richmond his

counsel and the defendant by
Ramsey & Pratt his counsel and issue being joined
herein a jury came to try the same to wit: E. A.
Whipple, Joseph Mill, Hiram Fazel, Isaac Black,
Nathaniel Black, James Reed, D. de Roberton, James F.
Callan, Ira Morris, Stephen Merritt, Samuel Calvert
& George Swartz twelve good and lawful men who were
duly empannelled and sworn a true verdict to render
according to the evidence and after hearing the evidence
adduced the argument of counsel and the instruction
of the Court retire to consider of their verdict and
upon deliberation return into Court and say "We
the jury find the issue joined in favor of the plain-
tiff and assess his damages at one cent. We further
find that the plaintiff is entitled to an estate in fee
Simple to the premises described in the plaintiffs
declaration. Whereupon comes the defendant by his
counsel and enters a motion for a new trial herein,
And the Court being fully advised in the premises
is of the opinion that said Motion be overruled;
Whereupon comes the defendant by his counsel and
enters a motion in arrest of judgment, and the Court being fully
advised in the premises is of the opinion that said Motion
in arrest of judgment herein be overruled. It is
therefore considered by the Court that the said

Verdict

Judgment

Jonathan Booth recovers of the said John Cook the possession of the premises described in the plaintiffs declaration to wit: the East half of the North West quarter of Section twenty six (26) in Township thirty North in Range two West of the third principal meridian in the County of Marshall and State of Illinois and that he have a writ of restitution directed to the Sheriff of Marshall County to execute commanding him to remove the said John Cook from and off said premises and to deliver the possession thereof to the said Jonathan Booth: And it is further ~~considered~~ considered that the said Jonathan Booth recover of the said John Cook his damages assessed as aforesaid together with his costs in this behalf expended and it is ordered that execution issue therefor, And now again comes the defendant by his counsel and prays an appeal to the Supreme Court of this State which appeal is allowed upon condition that the said defendant file a Bond in the sum of One hundred dollars with William B Green as Security in thirty days

And on the same day and year last aforesaid
a Bill of Exceptions has filed in said cause
in said Court to wit:

Bill of
Exceptions

Jonathan Cook } In the Circuit Court of Marshale
vs } County - October Term A.D.
John Cook. } 1857 - Ejicment -

Be it Remembered that on the trial of
this cause the plaintiff to maintain the issues herein
on his part, offered in evidence the following Certificate
of the Register of the Land Office at Springfield
Illinois (after proving the execution of said Certifi-
cate by the oath of S. L. Richmond who testified he
was present and saw said Register sign the same)

"Land Office at Springfield, Illinois
February 1st 1856

I, John Connelly, Sen Register of the Land Office
at Springfield Illinois do hereby Certify that Ze-
zekiah Lyon, Josiah L. James and John H. Harris
of Tazewell County and State of Illinois did on
the twelfth day of January Eighteen Hundred and
thirty six (1836) purchase of the General Government
at the Land Office at Springfield Illinois,

The East half of the North West quarter of Section Twenty Six (26) in Township Thirty North of Range Two (2) West of the third Principal meridian containing eighty (80) Acres, and that said Land at the time of said Purchase was within the District of lands subject to sale at Springfield Illinois and rendered subject to sale by law, all of which appears of Record in my office

Given under my hand, the day and year first above written.

John Connelly, ^{Agent} Register of
the United States Land Office
at Springfield Illinois "

In the reading of which said Certificate in evidence the Defendant by his Counsel then and there objected but the Court overruled said objection and permitted said Certificate to be read in evidence, To which said ruling of the Court in permitting said Certificate to be read in evidence and in overruling Defendants said objection the Defendant by his Counsel then and there excepted.

The Plaintiff then read to the Court the following affidavit

" State of Illinois, }
Marshall County, }

Jonathan Dorth

vs
John Cook

Exhibit

Jonathan Dorth the plaintiff above named after being duly sworn on oath saith that the original deed of conveyance made by Joseph L. James and Amelia James his wife and John H. Harris & Catherine Harris his wife and Hezekiah Lyon to Cephas Mills dated on the 3^d day of January A.D. 1837 for the following described land to wit; the East half of the North West quarter of section twenty six in Township Thirty North of Range two West of the third principal meridian in the County of Marshall and State of Illinois is not in his power possession or control.

That he affiant has never to his best knowledge or belief seen said deed and has never had the possession thereof and that he affiant has no knowledge of the whereabouts of the same

Jonathan Dorth
Subscribed & Sworn to before

me this 9th day of May A.D. 1857

James Prescott, Clerk, "

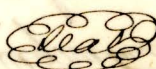
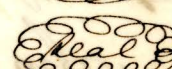
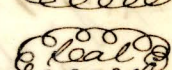
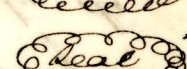
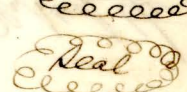
The Plaintiff then offered the following certified copy from the Records of Marshall County of a deed in evidence &c.

This Indenture made & entered into this third day
of January 1837 between Josiah L. James & Amelia
his wife and John H. Harris & Catharine his wife of the
County of Tazewell, State of Illinois and Hezekiah
Lyon of New York City, County & State of the first
part, and Cephas Shields of New York City of the
second part, witnesses, that the said party of the
first part, for & in consideration of the sum of Nine
hundred dollars in hand by the said party of the
second part, the receipt whereof is hereby acknowl-
edged, have granted, bargained & sold, and by
these presents do grant, bargain & sell unto the said
party of the second part, their heirs & assigns, a
certain tract or parcel of land situate, lying & being
in the County of Putnam, State of Illinois, known &
designated as follows, to wit: The South East $\frac{1}{4}$
Section twenty five, and the North West $\frac{1}{4}$ Section
thirty six, and the South East $\frac{1}{4}$ Section thirty six
Township 30 North Range 1 West of the third principal
Meridian. And the South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of
Section 23, and the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ of
Section twenty six, township thirty North Range Two
West of the third principal Meridian, containing
six hundred & forty acres, be the same more or less
Town lots Nos 5, 12, 17 and 24 in Block 27 and
5, 12, 17 & 24 in Block 28, Lot Nos 4 & 16 in
Block 1 & 4 & 16 in Block 2, lot 5 & 17 in Block
31 and 3 and 17 in Block 32 each being 30 feet

front and rear, and one hundred and eighty five feet
in leg length, be the same more or less in the Town of
Lyons, Putnam County & State of Illinois, being laid
out on the West half of the South East quarter and
the East half of the South West quarter Section twenty eight,
Township thirty North Range One West of the third principal
Meridian, To have and to hold the ~~fore~~ said tract or parcel of
land together with all and singular the privileges and
appurtenances thereunto belonging or in any wise appertaining
to the only proper use & benefit of them the said party of the
second part, their heirs and assigns forever, and the said
party of the first part, do covenant to and with the said
party, that they will forever warrant and defend the
said tract of land from the claim of them the said
party of the first part, their heirs and assigns,
Subject nevertheless, to the covenants contained in
certain Articles of Agreement, dated 5 October 1835,
made & executed by the parties to these presents, together
with others therein named in relation to lands of which
the above described form a part.

In Witness whereof, the said party of the first part
have hereunto set their hands & seal the day & year
first above written

Sealed & delivered in
presence of (Monia Franklin
as to H. Lyon

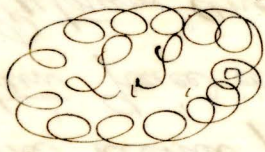
Josiah L. James 
Amelia James 
John H. Harris 
Catherine Harris 
Hezekiah Lyon 

State of Illinois, ss. I, J. W. Morris Clerk of the
Jasper County, ss. I, J. W. Morris Clerk of the
County Commissioners Court in & for said County, do
Certify that Josiah L. James & Amelia his wife &
John H. Harris and Catharine his wife whose signatures
appear to the foregoing deed of Conveyance, who are
personally known to me to be the identical person
who signed the same, this day appeared before me
and they acknowledged that they had signed,
sealed & delivered the same as their free act &
deed for the uses & purposes therein expressed,
And the said Amelia James & Catharine Harris being
by me examined separate and apart from their said
Husbands and the contents hereof being made known to them,
acknowledged that they had executed the same freely
& voluntarily, without any threats or coercion from their
Husbands, that they relinquished all right of dower
to the lands & tenements therein conveyed

Given under my hand and Seal of Commissioners
Court, at Tremont, this 21st day of February A.D. 1837,
J. W. Morris, Clerk

City & County of New York, ss. I certify that on this
twelfth day of October A.D. 1841 before me Thomas
Franklin a Notary Public in & for the State of New York,
duly Commissioned &c personally appeared Herziah
Lyon to me known to be one of the parties described, in
& who executed the within Conveyance and duly exe-
cuted & acknowledged the same as his act and deed

In Testimony Whereof, I have hereunto subscribed my name & affixed my Seal of office, the day & year in this Certificate above written



Morris Franklin
Notary Public.

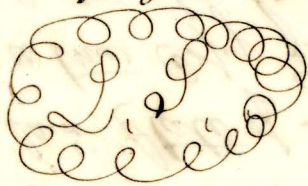
State of New York, 3^d.
City & County of New York, } I, Nathaniel Jarvis Clerk of the
City & County of New York and also Clerk of the Court of
Common Pleas for the said City & County, do hereby certify,
that Morris Franklin whose name is subscribed to the cer-
tificate of the Proof or Acknowledgement of the annexed
instrument, and thereon written, was, at the time of taking
such Proof, or Acknowledgement, a Public Notary in & for
the State of New York, dwelling in the said City, Com-
missioned & sworn, and further that I am well acquain-
ted with the handwriting of such Notary and verily
believe that the signature to the said Certificate of Proof
or Acknowledgement is genuine. In Testimony Whereof,
I have hereunto set my hand and affixed the
Seal of the said Court & County, the 18th day of November, 1844



Nathl Jarvis, Clerk

State of Illinois 3^d.
County of Marshall } I, John Nesatt Clerk of the
Circuit Court and ex officio Recorder of said County in
said State of Illinois do hereby certify that the foregoing is
a true Copy from the Records of a deed and the certifi-
cates thereto as the same appear of Record in Book K

on Pages 370, 371 & 372 in the Records office



Witness my Hand & the Seal of said Court
at the City of Lacon this 5th day of October
A.D. 1857 James Mescott clk
Recorder

In the reading of which said certified copy of said deed in evidence the Defendant by his Counsel then and there objected, but the Court overruled said objection and permitted said certified copy to be read in evidence to which ruling of the Court in admitting such copy to be read in evidence and in overruling said objection the Defendant then and there excepted.

The Plaintiff then offered in evidence the following deed

" This Indenture made the twenty ninth day of March Eighteen Hundred and forty one between Cephas Mills of the Town of Putnam, Bernin County and Francis Mills ^{and Joseph T. Martin of the same place of the second part} his wife of the first part, witnesseseth, that the parties of the first part for and in consideration of two hundred & twenty dollars to them in hand paid by the party of the second part, the receipt whereof is hereby confessed, have granted, bargained, sold and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the party of the second part his heirs and assigns all that certain piece or parcel of land situate in the County of Putnam and State of Illinois known as the South half of the North East quarter of Section twenty, ^{three, and the east half of the north west quarter of Section twenty six in Township thirty North Range two West of the third principal}

Meridian, being in the Town of Lyons in said County and both tracts being in same Town Range. Together with all and singular the Hereditaments, appurtenances & privileges thereto belonging and appertaining, and all the estate, interest, right, title, claim and demand of the parties of the first part therein and thereto. To have and to hold the said Premises & appurtenances unto the party of the second part his his heirs and assigns to his & their own use, and benefit forever. And the parties of the first part for themselves their heirs, executors & administrators ~~do~~^{do} covenant and agree to & with the party of the second part his heirs and assigns that at the time of conveying & delivery of these presents they are well seized of said Premises as of a sure & absolute estate of inheritance in the law in fee simple and that the above bargained Premises in the quiet & peaceable possession of the party of the second part his heirs and assigns against all & every person or persons lawfully claiming or to claim the same will warrant and forever by these presents defend. In witness whereof, the parties of the first part have hereto set their hands and seals the day & year above written.

In the presence of

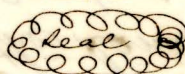
Cyrus Dana,

E. Lyman Mills

State of Michigan

Genesee County ss. On this 29th day of March 1871, before

Cyrus Mills 

Francis Mills 

Executed on 15th & 16th lines

The (same) Cephas Mills and Frances Mills known to me to be the same persons described in and who executed the within deed and acknowledged the execution thereof as their act and deed, And the said Frances Mills being by me duly examined separate & apart from her husband acknowledged that she executed the same of her own free will without the fear or compulsion of her said husband

Cyrus Dana Notary Public
Berrien Co. Mich.

No Seal
State of Michigan, 3^d.
County of Berrien, 3 I, Hongo Bennett Clerk of the
County of Berrien, aforesaid, and of the Circuit Court of said
County, do certify that Cyrus Dana who executed the
Certificate of Acknowledgment to which this is annexed,
was at the date of said Certificate an acting Notary
Public in and for said County of Berrien duly elected
and as such Notary Public duly authorized and
empowered by the laws of the State of Michigan to take
such acknowledgment and that I am acquainted with
the Signature of the said Cyrus Dana and believe
that the Signature attached to the said Certificate is
the genuine signature of the said Cyrus Dana



In Testimony Whereof I Hereto subscribe my
Name and affix the Seal of said Court this
6th day of April A.D. 1871.

Hongo Bennett
Clerk B.C.

State of Michigan
Benzie County. J. J. William J. Merrill Clerk of the
Circuit Court in and for the County aforesaid the same Court
being a Court of Record do hereby certify that Cyrus Dana
whose name is subscribed to the foregoing certificate of acknowl-
edgement was on the day of the date of said certificate an
acting Notary Public in and for said County (as appears
of Record in my office) and as such duly authorized
and empowered to take the acknowledgment of deeds
and other instruments in writing and that such deed
(being the foregoing deed) is executed and acknowledged
in conformity with the laws of this State. In testimony
whereof I have herunto set my hand and affixed the
Seal of the said Court at Benzie in said County, this
 twelfth day of May A.D. 1857.
William J. Merrill Clerk "

In the admission of which said deed in evidence the de-
fendant then and there objected but the Court overruled
said objection and permitted said deed to be read to the
jury - to which ~~reading~~ ^{ruling} of the Court in overruling said ob-
jection and admitting said deed the defendant then and
there excepted

The Plaintiff then offered in evidence the following
deed -

" This Indenture made the fifteenth day of March
in the Year of our Lord one thousand eight hundred and
fifty four, 1854. Between Joseph P. Martin of the City of
Philadelphia and Rachel L. his wife of the one part and
Montgomery Chambers of the same place Doct^r of Medicine
of the other part, witnesseth, that the said Joseph P. Martin
and Rachel L. his wife for and in consideration of the sum
of Two thousand dollars lawful money of the United
States of America, unto them well and truly paid by the said
Montgomery Chambers at and before the sealing and
delivery of these presents, the receipt whereof is hereby ac-
knowledged, have granted, bargained, sold, aliened,
enfeoffed, released and confirmed, and by these presents
do grant, bargain, sell, alien, enfeoff, release and con-
firm unto the said Montgomery Chambers his heirs
and assigns, all that piece or parcel of land situate in
the County of Putnam and State of Illinois known as the
South half of the North East quarter of section twenty three
and the East half of the North West quarter of section
Twenty six Township Thirty North Range Six West of
the third Principal Meridian being in the Town of
Lyons in the said County and both tracts being in
same township and Range. (Being the same tract or
parcel of land which Cephas Mills and Frances
his wife by indenture bearing date the twenty ninth
day of March A.D. 1844 and intended to be recorded
granted, and conveyed unto the said Joseph P. Martin
in fee.) Together with all and singular the improvements, woods,

Ways, Waters, Water courses, rights, liberties, privileges, hereditaments and appurtenances (whatsoever thereto belonging) or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of them the said Joseph P. Martin and Rachel L. his wife in law, equity, or otherwise howsoever, of in and to the same and every part thereof, To have and To hold the said tract or piece of land above described, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances unto the said Montgomery Chambers his heirs and assigns, to and for the only use proper use and behoof of the said Montgomery Chambers his heirs and assigns forever. And the said Joseph P. Martin for himself his heirs, executors and administrators, doth by these presents, covenant, grant and agree to and with the said Montgomery Chambers his heirs and assigns, that he the said Joseph P. Martin and his heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Montgomery Chambers his heirs and assigns, against him the said Joseph P. Martin and his heirs, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof shall and will warrant and forever defend. In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written, J. P. Martin
Rachel L. Martin

Sealed and delivered in the presence of us
Henry Palmer, Henry Plunket.

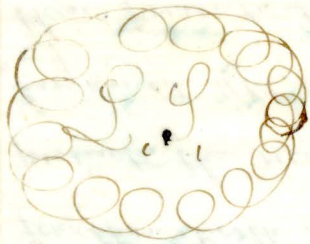
Received the day of the date of the above indenture, of the
above named Montgomery Chambers the sum of two thousand
dollars being the full consideration money above mentioned

Witness at signing
Henry Palmer
Henry Plunket

J. P. Martin

State of Pennsylvania, ss.
City of Philadelphia, ss. The fifth fifteenth day of
March A.D. 1854, before me the undersigned in the City and
County aforesaid before me Henry Palmer a Commissioner
residing in said City duly appointed & commissioned by the
Governor of State of Illinois to take the acknowledgment and
proof of the execution of deeds and other instruments of
writing under seal to be used or recorded in the State of Illinois,
personally appeared Joseph P. Martin and Rachel L. his
wife to me known to be the individuals named in and who
executed the foregoing Conveyance and severally acknowl-
edged that they executed the same, and the said Rachel L.
on an examination separate and apart from her husband
having had the contents thereof fully made known to her
by me, acknowledged that she executed the same and
relinquished her dower to the lands and tenements therein
mentioned voluntarily freely and without any compulsion
of her husband, Witness my hand and seal the day and year
aforesaid.
Henry Palmer
Commissioner for the State of Illinois in the City of Philad^a.

United States of America, State of Illinois - ss.
I, Alexander Starnes, Secretary of State of the said State
of Illinois, do hereby certify that Henry Palmer before whom
the acknowledgment of the foregoing instrument was taken, is
now, and was at the time of taking thereof, a Commissioner
of said State, in and for the County of Philadelphia in the
State of Pennsylvania duly authorized and empowered
by law to take the same; that I have compared the sig-
nature to the foregoing certificate and the impression of
his seal thereto attached, with the signature of said
Commissioner and the impression of his seal deposited
in my office, and verily believe the same to be genuine.
In Testimony whereof, I have hereunto set
my hand and affixed the Great Seal
of State, at Springfield this 21st day of
July A.D., 1854.



Alexander Starnes Secretary of State

Subscribed on said Deed "Filed in Marshall County, Illinois August 3, 1854 at 3 O'clock P.M. and
duly recorded in Book P page 545 August 5, 1854. G. L. Fort clerk & Recorder"

In the reading of which said deed in evidence the defendant
then and there objected but the Court overruled said ob-
jection and admitted said deed in evidence to which
ruling of the Court in overruling said objection and
permitting said deed to be read in evidence the de-
fendant then and there excepted.

The Plaintiff then offered in evidence the following
deed

"This Indenture made the sixteenth day of February
in the Year of our Lord one thousand eight hundred
and fifty five ⁽¹⁸⁵⁵⁾ between Montgomery Chambers of the
City of Philadelphia and State of Pennsylvania M.D.
and Eliza D. his wife of the one part and Jonathan
Booth of Christiana in the County of Lancaster and
State of Pennsylvania aforesaid Merchant of the other
part, witnesseth, that the said Montgomery Chambers
and Eliza D. his wife for and in consideration of the
sum of Two thousand Dollars lawful money of the United
States of America, unto them well and truly paid by the said
Jonathan Booth at and before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged, Have granted,
bargained, sold, aliened, enfeoffed, released and confirmed, and by
these presents Do grant, bargain, sell, alien, enfeoff, release and
confirm unto the said Jonathan Booth his Heirs and Assigns

All that piece or parcel of land Situate in the County of Putnam
and State of Illinois Known as the South half of the North East
quarter of Section Twenty three and the East half of the North
West quarter of Section Twenty six Township Thirty North Range
two West of the third principal Meridian being in the Town of
Lyons in the said County and both Tracts being in same Town
and Range Being the same Tracts or parcel of land which Cephas
Mills and Frances his wife by Indenture bearing date the Twenty
ninth day of March A.D. 1841, and intended to be recorded granted
and conveyed unto the said Joseph P. Martin in fee, and the
same Tract or piece of Land which Joseph P. Martin and

Rachel L. his wife by Indenture bearing date the Fifteenth day of March Anno Domini One thousand eight hundred and fifty four Recorded in Marshall County State of Illinois in Book P page 545. granted and conveyed unto the said, Montgomery Chambers in fee, as by the said recited Indentures it will more fully appear. Together with all and singular the buildings Improvements Woods, Ways, Waters, Watercourses Rights, Liberties, Privileges Hereditaments and Appurtenances whatsoever thereunto belonging or in anywise appertaining, and the Reversions and Remainders, Rents Issues and Profits thereof; and all the estate, right, title, interest, property claim, and demand whatsoever of them the said Montgomery Chambers and Ediza L. his wife in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof. To Have and to Hold the said Tracts or pieces of land above described. Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances unto the said Jonathan Booth his Heirs and Assigns, to and for the only proper use and behoof of the said Jonathan Booth his Heirs and Assigns for ever. And the said Montgomery Chambers for himself, his Heirs, Executors and Administrators, doth by these presents, covenant, grant, and agree to and with the said Jonathan Booth his Heirs and Assigns, that he the said Montgomery Chambers his Heirs, all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Jonathan Booth his Heirs and Assigns, against him the said Montgomery Chambers and his Heirs, and against all and every other Person or Persons whomsoever lawfully claiming or to claim the same, or any

part thereof by from or under him them or any of them
Shall and Will Warrant and for ever defend In witness
whereof, the said parties to these presents have hereunto inter-
changeably set their hands and seals, Dated the day and year
first above written

sealed and delivered in the
presence of us

Montgomery Chambers *MC*
Ediza D. Chambers *ES*

Henry Plunket

Henry Palmer

Received the day of the date of the above Indenture of the above
named Jonathan Booth The sum of Two thousand Dollars being
the consideration money above mentioned in full

Witness at signing)

MC Chambers

Henry Plunket {

Henry Palmer }

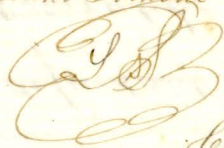
State of Pennsylvania

City and County of Philadelphia ³ ss

Be it remembered that on this sixteenth day of February in the year
of our Lord, One thousand eight hundred and Fifty five, in the City
and County aforesaid before me, Henry Palmer a commissioner residing
in said City and County aforesaid duly appointed and commissioned
by the governor of the State of Illinois to take the acknowledgment and
proof of the execution of deeds and other instruments in writing under
seal, to be used or recorded in said State of Illinois, personally appeared
Montgomery Chambers and Ediza D. his wife, who are personally known
to me to be the persons whose names are subscribed to the above deed
as having executed the same and acknowledged that they had executed
the same for the uses and purposes therein expressed and the said

Edya D. wife of the said Montgomery Chambers, being of lawful age, and having been by me, seprate and apart from her said husband examined and the contents of the said deed, fully made known and explained to her, acknowledged that she had executed the same, and relinquished her dower to the lands and tenements therein mentioned voluntarily freely and without compulsion of her said husband. In Witness whereof I have hereunto set my hand and affixed my Official seal as commissioner of the said state of Illinois at my Office, in the City and County of Philadelphia, and state aforesaid this Sixteenth day of February

Anno Domini 1855



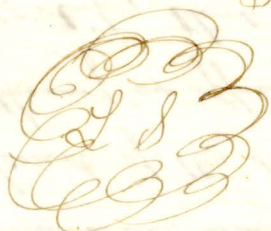
Henry Palmer

Commission for State of Illinois for the County of Phil^a

United States of America. State of Illinois -- ss.

I, Alexander Starne, Secretary of State of the said State of Illinois, do hereby certify that Henry Palmer before whom the acknowledgment of the foregoing instrument was taken, is now, and was at the time of taking thereof, a commissioner of said state, in and for the City of Philadelphia in the state of Pennsylvania duly authorized and empowered by law to take the same; that I have compared the signature to the foregoing certificate, and the impression of his seal thereto attached, with the signature of said commissioner, and the impression of his seal deposited in my office, and verily believed the same to be genuine

In Testimony Whereof, I have hereunto set my



hand and affixed the Great Seal of
State, at Springfield, this 31st day of
January AD 1856

Alexander Starne, Secretary of State

State of Illinois }
Marshall County } SS. J. G. L. Fort, clerk of the Circuit
Court of the said County of Marshall and by virtue
thereof ex officio Recorder of said County; do hereby
certify that the instrument of writing hereto attached
and which purports to have been executed by Mont-
gomery Chambers & wife to Jonathan Booth was
filed in said office for Record on the 21st day of
June A.D. 1855 at 10 o'clock A.M. and that the
same was this day duly Recorded in Book A
at pages 532 & 533.

 In testimony Whereof I have hereunto set
my name, and affixed the seal of said Court
at the City of Sacow in said County on
this 14th day of July A.D. 1855. J. G. L. Fort clerk

To the reading of which said deed in evidence the
defendant then and there objected but the Court
overruled said objection and permitted said deed
to be read in evidence to which ruling of the
Court in overruling said objection and admitting
said deed in evidence the defendant then and
there excepted,

The Plaintiff here rested his case

The defendant then offered in evidence the
following judgment for Taxes

State of Illinois } Circuit Court
Marshall County } Set To the March Term A.D. 1847

Whereas the collector of said County returned to the Circuit Court of the said County on the tenth day of March A.D. 1847. the following Tracts & parts of tracts of Land as having been assessed for Taxes by the assessor of said County of Marshall for the year A.D. 1846 and that the taxes thereon remained due & unpaid on the day of the date of the said Collectors return and that the respective owner or owners have no goods & Chattels within his County on which the said Collector can levy for the taxes Interests & Costs due & unpaid on the following described Lands (to wit,

(Here follows a list of Lands in which, the tract described in the plaintiffs declaration does not appear. clerk)

And Whereas due notice has been given of the intended application for a judgment against said lands and no owner has appeared to make defence or show cause why judgment should not be entered against the said lands for the taxes interest & costs due & unpaid thereon for the year or years herein set forth. Therefore it is considered by the Court that judgment be & is hereby entered against the aforesaid tract or tracts of land & parts of tracts in the name of the State of Illinois for

the sum of annexed to each tract or parcel of
of Land being the amount of taxes interest & costs
due severally therein And it is ordered by
the Court that the said several tracts of land
or so much thereof as shall be sufficient of
each of them to satisfy the amount of taxes
interest & costs annexed to them severally be sold
as the law directs.

to the admission of which
said Judgment the plaintiff objected and the
Court sustained said objection and excluded
said Judgment - to which ruling of the Court
the defendant then and there excepted.

The possession of the premises was admitted
by the Deft

This was all the evidence in the cause
At the request of the plaintiff the Court gave
the following instructions to the jury

If the jury find for the plaintiff their verdict
should be in the following form - We the jury
find the issues joined for the plaintiff and
assess his damages at one cent. We further find
that the plaintiff is entitled to an estate in fee
simple to the premises described in plaintiff
declaration.

To the giving of which said instructions
the defendant then and there objected and excepted

The jury then returned the following verdict
We the jury find the issues joined for the plaintiff
and assess his damages at one cent

We further find that the plaintiff is entitled
to an estate in fee simple to the premises
described in plaintiff's Declaration.

The defendant then moved the Court for
a new trial and in arrest of judgment both
which said motions the Court overruled and
entered judgment upon the finding of the jury
to which said several rulings of the Court
in overruling said motions for new trial and
in arrest of judgment and in entering judgment
upon the finding of the jury the Defendant
then and there at the time excepted and prays
that this his bill of exceptions may be signed
and sealed which is *done*⁴

⁴ M Ballou *Esq*

Judge 23^d Judicial Circuit Ill^{ts}

And afterwards to wit on the Eleventh day of November in
the year of Our Lord one thousand eight hundred and fifty-
seven a Bond was filed in said cause which bond
is in words and figures as follows to wit:

Appeal. Know all men by these presents that we John
Bond leock and William B Green are held and firmly

bound unto Jonathan Booth in the penal sum
of Two Hundred dollars for the payment of
which well and truly to be made we & each of
us bind ourselves our heirs Executors and administrators
firmly by this presents Signed Sealed and dated
at Lacon this day of October A.D. 1857

The condition of the above bond is such that
Whereas at the October Term A.D. 1857, of the Circuit
Court of Marshall County Illinois in a certain suit
in Ejectment in which Jonathan Booth was Plaintiff
& John Cook was defendant a judgment was
rendered against the defendant and the said defendant
has prayed an appeal to the Supreme Court of the
State now if the said John Cook shall well and
truly and without delay prosecute his appeal with
effect and shall pay or satisfy whatever judgment
and costs that may be rendered against him upon
the trial or dismissal of said Appeal then this bond
to be null and void otherwise to be and remain in
full force & effect.

Signed & sealed in presence
of

John X Cook 
William B Green 

State of Illinois }
Marshall County } ss I, James Wescott clerk of the Circuit
Court in and for the County and
State aforesaid do hereby certify that the foregoing transcript

is a true and perfect copy of the proceedings had and the papers on file in the cause of Jonathan Booth against John Cook as the same appears of Record in said Court.

Clerks Fees

Record 7.20

Appell 35
7.55

In testimony whereof I have herewith set my name and affixed the seal of said Court at Lacon in said County this third day of April A.D. 1858

James Mescott clerk

And now Counsel the Appellant and says that in the Records & proceedings and in the rendition of the Judgment aforesaid there is manifest Error in that Court.

Said Court Ends

1.

The Court Ends in admitting the deed from Joseph P Lewis to Cephal Mills dated Jan'y 3. 1837. in Evidence

2. In admitting the deed from Cephal Mills to Joseph P Martin in Evidence

3. In rendering Judgment for the Appellee in the Circuit Court

For these and other Errors he prays that said Judgment may be set aside and reversed. A. D. Myrtle app'ts atty.

And now comes the said defendant
 by Richardson & Wend his attorneys to
 say that there is no such error in
 the record and proceedings afore
 said & in the judgment aforesaid
 as is alleged above, wherefore
 he prays said judgment may
 be affirmed

By Wend & Richardson
 his Attornies



Filed April 20, 1858.
 J. Deland
 Clerk

151
 Booth }
 Cook }
 Records
 16

John Brown
vs
Jonathan Booth

As to affidavit of copy of deed
Purples Statutes P 159, Sec 25
Newcom vs Lister 13, All 180
5 Gilman 125 11 All 402
6, Binney 228,

As to Certificate of acknowledgment
Hunt vs Mrs Courtney 18, All 129
Statutes 1855 P 156 - 167

Purples Statutes P 156, Sec 16
" 162 Sec 45

151 = 507
John Crow

or

Jonathan Bostk

Brief