

12775

No. \_\_\_\_\_

# Supreme Court of Illinois

Hadlock

---

vs.

Hadlock

---

185

Willard Hadlock  
vs  
Summit Hadlock

12775

1859



Samuel Hadlock } Appellee }  
vs }  
Willard Hadlock } Appellant }

In Supreme Court April  
Term A.D. 1859.

And Now Counsel the Appellant & say  
that in the records and proceedings and in  
the rendition of the Judgment aforesaid  
there is Error in this to wit -

- 1<sup>st</sup> The Circuit Court Erred in admitting  
improper Evidence offered by Appellee and  
in rejecting proper Evidence offered by Appellant
2. The Court Erred in Entering any Judgment  
upon the finding or verdict of the Jury  
the Verdict not finding what Estate Appellee  
had in the premises
3. Said Court Erred in Entering Judgment  
for damages & Costs only - without rendering  
any Judgment for the possession
4. The Court Erred in giving Appellee, 3<sup>d</sup> 4<sup>th</sup> & 5<sup>th</sup>  
instructions - and in refusing the instruction  
asked by the Appellant



5. The Court Erred in Overruling Appellants Motion for a new trial, The Verdict being against law and Evidence

For this and other Erors apponnts in the said Record the Appellant prays that the said Judgment may be reversed set aside and for nothing returned

J. W. Phipps

January 27, 1839. Atty for Appellant

And now comes the said defendant by Weid his attorney says that in the record & proceedings aforesaid and in the judgment aforesaid no such errors have intervened are above complained of & that he prays may be required of by the Court By J. M. Weid his attorney



Filed Sept 24<sup>th</sup> 1856

State of Illinois }  
County of Woodford }

In the Circuit Court for said County  
Of the September Term A.D. 1856

Samuel Hadlock  
Versus  
Willard Hadlock } Ejectment

Samuel Hadlock  
the Plaintiff in this suit by Manning  
Herriman his attorneys complains  
of the Defendant in this suit, of a  
plea. Wherefore he the said Defendant  
with force and arms, &c. entered  
into the following described prem-  
ises:

For that heretofore, to wit. on the  
first day of September, in the year  
of our Lord one thousand eight  
hundred and fifty six, the said  
Plaintiff was possessed of certain  
premises situated in the County  
of Woodford in the State of Illinois  
and described as follows, to wit:  
Beginning at the North east corner  
of Section Twenty two in Township  
N<sup>o</sup> Twenty eight, North of Range N<sup>o</sup> three  
West of the third principal Meridian;  
thence West with the Section line  
to the middle of Richland Creek,  
thence up said Creek to the mouth  
of Dry Run, thence up said Run



to the section line, thence North along  
said line to the place of Beginning.  
Also the South half of the East half of  
the South-west quarter of Section No  
Fourteen in Township No Twenty eight  
North of Range three, west of the 3<sup>d</sup>  
principal Meridian - Also the lot  
beginning at the North west Corner  
of Section Twenty three in Township  
Twenty eight, North of Range three,  
West of the 3<sup>d</sup> principal Meridian,  
thence running South, along the  
Section line to Dry Run, thence  
up the Creek to the east line of said  
Eighty, thence North, along line of  
said Eighty, to the Section line, thence  
west to the place of beginning.  
and bring so possessed thereof,  
the said Defendant afterwards  
to wit, on the second day of  
September in the Year of our Lord  
One thousand eight Hundred  
and fifty six, entered into such  
premises, and that he unlawfully  
withholds from the said Plaintiff  
the possession thereof; and the  
said Plaintiff avers that he claims  
title to said premises in fee.  
Whereof said Plaintiff says that he is  
injured, and has sustained dama-  
ges to a large amount, to wit:  
Five Hundred Dollars, and there-  
fore he sues, &c Manning & Merriman  
Attorneys for Plaintiff



Filed Sept 24<sup>th</sup> 1856

To Willard Hadlock

Defendant in this suit

Take Notice

1. That on the first day of the next Term of the Circuit Court within and for the County of Woodford aforesaid, to wit: at the Court House in Metamora in said County and State, on the 4th Monday of September in the Year of our Lord one thousand eight hundred and fifty six, or as soon thereafter as Counsel can be heard, a declaration, of which the foregoing is a Copy, will be filed in said Court.

2. That upon filing the same a rule will be entered requiring you, such Defendant, to appear and plead to such declaration, within twenty days after the entry of such rule.

3. 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 said declaration.

Dated at Peoria this 3<sup>rd</sup> day of September A.D. 1856

Manning Merriman  
Attorneys for Plaintiff



Page 11

Be it remembered that on the 11th day of May A.D. 1857 a Transcript from the Records of the Circuit Court of Woodford County Illinois and other papers in a suit wherein Samuel C. Hadlock is Plaintiff and Willard Hadlock defendant, were in the Clerk's office of the Circuit Court of Pezwell County Illinois in words and figures following to wit:

"Proceedings at a term of the Circuit Court begun and held at the Court house in Metamoras in and for the County of Woodford in the State of Illinois on the 4th Monday in the month of September in the year of our Lord one thousand eight hundred and fifty six at the twenty second day of the month.

"Present the Honorable David Davis Judge of the Circuit Judicial Circuit in and for the State of Illinois, R. C. Milburn Prosecuting Attorney Pro Tem. George Ray Sheriff and Peter Doty Clerk Court and now at this day Willard Hadlock the 24th the following proceedings were had to wit:

"Samuel Hadlock  
Willard Hadlock      Defendant  
and now at this day came the Plaintiff by his attorney and asked a rule on the defendant to plead in today and this cause is continued



pg 2. " And now again at the March term  
" of the Circuit Court held at above place  
" the Honorable James M. Hammett Judge  
" of the 21 Judicial Circuit of the State of Illinois  
" State Attorney Polk, and Wm. H. Smith  
" & the City Clerk

" Took April 2<sup>nd</sup> 1884 the following  
" proceedings were had to wit:

" Samuel Hadlock

" Melvin Hadlock <sup>vs</sup> Defendant

" And now on this day came  
" the Plaintiff by Wm. H. Smith & his attorney  
" as well as the defendant by Polk & Smith  
" his attorneys on motions of Defendants  
" attorney that the depositions on file be  
" suppressed. It is ordered by the Court  
" that all depositions not taken in accor-  
" dance with the Statute be and the  
" same are hereby ~~repealed~~ suppressed  
" On motion further that the depositions  
" of David Hadlock be suppressed which  
" Motion is sustained. And now this  
" Cause comes on further to be  
" heard and as the affidavits of Melvin  
" Hadlock the venue in this cause  
" is changed to Tazewell County  
" State of Illinois &  
" Woodford County - J. P. Smith City Clerk  
" of the Circuit Court for said County do certify  
" the foregoing to be a correct transcript  
" of the record in this cause and that  
" the following papers were submitted.



Page 3, 1 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,  
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34,  
35, 36, 37, 38, 39 & 40 are all the papers on  
file. In Testimony whereof I have hereunto  
set my hand and affixed the Seal  
of said Court at New Haven this 30th day  
of May 1834  
Peter W. Clark

Samuel Wadlock In the Circuit  
Court of Woodford  
Willard Wadlock - County of Woodford  
The Petition of Willard Wadlock, the defendant  
saying this truth respectfully represents, that  
he prays he may not receive a fair and  
impartial trial in the County of Woodford  
in which this action is pending for  
the reason that the inhabitants of the  
County of Woodford are prejudiced against  
affairs the defendant so that the  
cannot receive a fair and impar-  
tial trial in said County of  
Woodford. Defendant further states  
that he did not know of the existence  
of such prejudice until since the  
commencement of this term of  
the Court, and within ten days  
last past from Petitioner therefore  
prays a change of venue in this  
cause to some County where the  
cause above complained of shall  
not be so prejudicial.  
Willard Wadlock



Page 4 "State of Illinois, William Wallack  
"Puna County, Thirty seven days  
"that the defendant continued  
"in the foregoing petition are true in substance  
"and in fact and further  
"with Subscribed return to the  
"me 3<sup>d</sup> April 83 of Peter Doly Clerk

Plea, Samuel Wallack of the Circuit Court  
"of Woodford County  
"William Wallack, Defendant  
"And now comes the said  
"Defendant and says that he is not  
"guilty of unlawfully withholding possession  
"of the premises in said Declaration  
"described in manner & form as therein  
"stated and that he puts himself upon  
"the Country. Al.  
"Philip Bratto for  
"Defendant

"Pleads a Term of the Circuit Court  
"begun and held at the Court House in  
"Puna in and for the County of  
"Taylor and State of Illinois on  
"the second Monday of the month  
"of October ~~next~~ in the year of our  
"Lord one thousand eight hundred  
"and fifty seven before the Honorable  
"James Warrick Judge of the Circuit  
"Court of the State of Illinois  
"with  
"But it remembers that on the



14th day of October AD 1834 a motion  
to suppress deposition & was heard  
in the words and figures following  
to wit:

"Wallock & Gresham

" " } Thoswell & Co Circuit Court  
" Wallock } Oct 3rd 1834

" Reft move, the Court to suppress the  
" deposition of David Wallock for the reasons  
" following: to wit:

" 1st Said deposition was not taken before  
" an officer by law authorized, to  
" take depositions

" 2d It does not appear that the depo-  
" nent was sworn in the manner  
" required by law

" 3d It is apparent from the face of the  
" deposition, that the deposition is  
" incorrect in the result of this said

" 4th Occurs no cause for taking this  
" deposition was made to appear  
" or does now appear

" 5th Re cause it does not appear  
" in what but this deposition was  
" taken and intended to be read

" Re cause it is otherwise informal  
" and insufficient

" Fuller for Plaintiff

and now afterwards to wit on the day and  
year last aforesaid, an affidavit



Page 6 for cash was paid in the words  
and figures following To wit,

"State of Illinois - October 1834

"Sagwell County - Circuit Court

"Madlock -

"<sup>17</sup> - An Exemption.

"Madlock -

"Willard Madlock the defendant

"in this cause being duly sworn on oath

"says that since the commencement

"of this suit the Plaintiff has sold

"his real estate in this State and con-

"veyed the same that he has lately sold

"his personal effects - as affiant is in-

"formed and believes and that he is

"informed and verily believes that the

"Plaintiff between now and the next

"term of this Court he intends to appear

"with his property from this State - Affiant

"therefore says that he the said Plaintiff

"is so indebted in his affairs as to render

"him the officer of the Court and the

"witnesses who attend in the cause

"with respect to their legal demands

"Affiant further says that he has

"good reasons to believe and does

"believe all the foregoing statements

"to be true in substance and in

"fact and further faith not

"Subscribed and sworn Willard Madlock

"before me this 14th day Oct 1834 James C. Sprague Clerk.



Page 4 and now afterwards. Arrived at a term of  
the Circuit of said Fagwell County  
held as last aforesaid Present the  
Hon James Wainwright Judge of  
the 2<sup>d</sup> Judicial Circuit Douglas  
Fullerton State Attorney Chapman  
Millisimus Sheriff and Merrill  
Young Clerk the following proceeding  
were had in said Cause to wit:

" Wednesday Oct 14. 1835.  
" Samuel Hadlock  
" " } Effectment same for  
" Willard Hadlock } Woodford

" And now on this day came  
" as well the said Plaintiff by his attorney Wain  
" right as the said defendant by his attorney  
" Fuller & Jones who enter their motions to suppress  
" the depositing of Willard Hadlock taken on  
" behalf of the Plaintiff, and the Plaintiff took  
" leave to attend the show, and the Court having  
" heard argument of counsel thereon, and being  
" fully advised in the premises is of opinion that  
" said motion to suppress be sustained, and  
" now the said defendant enter his motion for  
" a rule on Plaintiff to file security for costs  
" And the Court being fully advised in the premises  
" is of opinion that said motion be denied  
" Whereupon by agreement this cause is  
" passed till tomorrow -

" Thursday October 15. 1835  
" Samuel Hadlock  
" " } Effectment  
" Willard Hadlock }



Page

Friday October 16 1888

Σ Ejektment

And you again came

And now afterwards I wish at a time of



Page 9. The following proceedings were had  
in said cause to wit:

Thursday April 8th 1858

" Samuel Wallock

" M } Exemption  
" Melan Wallock }

" This day came the Parties by their  
" attorneys and the Plaintiff moved the Court  
" to continue this cause from <sup>day</sup> today which  
" Motion is sustained. It is further ordered  
" that the defendant pay judgment against  
" Plaintiff for all costs from this morning  
" until the trial of the cause and that  
" the entire issue therefor

" Friday April 9. 1858

" Samuel Wallock

" M } Exemption  
" Melan Wallock }

" And now again came the  
" parties by their attorneys, whereupon came a  
" jury of twelve good and lawful men to wit:  
" Gideon Boyle, A. Chambers, David Pitters  
" David F. Lacey, H. W. Thomas, Austin Harding  
" George Tebb, John Kain, Wm. M. Jones  
" Benjamin Isaac, P. Springer, Lucius Case,  
" duly elected, met and sworn, who having  
" heard the allegations and proofs of the  
" parties were discharged from the consideration  
" of their verdict until tomorrow

Saturday April 10 1858



Samuel Wallock }  
 " Willard Wallock } Esquire

" And now again the jury  
 in this cause, and having heard of  
 " argument of counsel for Verdict say  
 " We the jury find the Defendant guilty of  
 " withholding the Premiums as the Declaration  
 " mentions, and that the Plaintiff is the  
 " owner thereof, and assess his damages  
 " at one cent. And now after Verdict and  
 " before judgment the Defendant entered his  
 " Motion for a new trial - which the Court  
 " overruled. It is therefore ordered and adjudge  
 " by the Court, that the Plaintiff recover of  
 " the said Defendant the damages assessed  
 " and the costs and charges by him done  
 " his suit expended, and that execution  
 " issue therefor. Whereupon the Defendant  
 " prayed an Appeal. It is therefore ordered  
 " that Defendant file his appeal bond in 30  
 " days with Benjamin Wallock and Abner  
 " Munnell as his Securities.

And now afterwards to wit: on the 13th  
 day of April AD 1838 the Defendant  
 filed his Appeal bond in the word and  
 figure following: to wit:

" Know all men by these presents that  
 " We Willard Wallock, as principal,  
 " and Abner Munnell, and Benjamin Wallock



Page 11, William Crank and William Hunter as  
"directors all of Woodford County, State of  
"Illinois, we held and firmly bound unto  
"Samuel Madlock of said County and State  
"in the sum of one thousand dollars,  
"lawful money of the United States, for the  
"payment whereof to said Samuel Madlock  
"his heirs & assigns, well and lawfully made,  
"we hereby bind ourselves jointly and severally,  
"by these presents with our hand and seal,  
"this 10th day of Novr.

"The condition of the above obligation  
"is such that whereas on the day of the  
"date hereof a judgment has been rendered  
"in the Circuit Court of "Sagwell County,  
"of said State, against said William Madlock,  
"in and a claim of Expectant, brought by  
"said Samuel Madlock against said  
"William Madlock, from which said  
"Judgment said William Madlock has  
"on the day above aforesaid prayed an  
"appeal to the Supreme Court of the  
"State of Illinois, holden at Ottawa  
"in said State, which has been allowed  
"by the Court, now if the said William Madlock  
"shall pay the amount of said judgment  
"interest costs and damages in case said  
"Judgment shall be affirmed, and shall  
"also duly prosecute said Appeal, then  
"this obligation shall be void, otherwise  
"he and his heirs, assigns full force and effect  
"shall have in law.  
"Witness our hand and seal this 10th day of Novr.  
"1877.  
"William Crank Jas. H. Buer Wendell  
"Benjamin Madlock Geo. W. Crank  
"Wm. Hunter



Page 12, And now heretofore writ on the 10th day  
of April A.D. 1838. The defendant filed his  
motions and reasons for new trial, viz  
the words and figures following: to wit:

" "Hadlock

" "Exemption

" "Hadlock vs Circuit Court Hazwells

April 2, 1838

" And now after verdict before jury

" comes the defendant & moves that a

" new trial be granted him for reasons

" following

" 1<sup>st</sup> Because the verdict is against the law

" and evidence

" 2<sup>nd</sup> Because the Court gave improper

" instructions to the jury

" 3<sup>rd</sup> Because the Court refused proper

" instructions to the jury

" Purse H. Fuller

" Atty for Melt.

And now afterwards writ on the 15th  
day of November viz the year of our  
Lord one thousand eight hundred and  
thirty eight the Defendant filed his  
Bill of Exceptions viz the words and  
figures following: to wit:

" Samuel Hadlock

" "Willard

" "Hadlock vs County

" "We it remembered that on this

" In the Circuit  
Court of Hazwells



Page 13: this day this cause came on to be  
"heard upon the evidence of the case  
"and a jury being empaneled. The  
"Plaintiff to maintain the issue in  
"said case offered in evidence a deed  
"from David Wallack to Samuel Medlock  
"for the land in controversy dated  
"January 26 1836 filed for Records August  
"25 1834 which was objected to by the  
"defendant the said deed was admitted  
"in evidence and the defendant counsel  
"there and then accepted  
"The Plaintiff then offered in  
"evidence three certificates of purchase  
"signed by the Register of the Land  
"Office at Springfield Illinois  
"which said certificates of purchase  
"are as follows not on file.

Land Office at Springfield Illinois

November 2<sup>d</sup> 1835

Pre. 1834. } Received from David Hadlock of  
No 13.444 } Tazewell County, Illinois, the sum  
of One Hundred Dollars --- cents bring in  
full payment for the W. 1/2 of the N. W. quarter  
of Section No 23 in Township No 28. North  
of Range No 3 West of the third principal  
Meridian, Containing eighty acres and  
--- hundredths of an acre, at the rate of  
\$125 per acre  
\$100.

John Taylor. Receiver.



Page 14

Land Office at Springfield, Ill.  
Sept 19 — 1838

N<sup>o</sup> 19253.

Received from David Hadlock  
of Tazewell County, Illinois, the sum  
of One Hundred dollars — cents  
being in full payment for the E<sup>1</sup>/<sub>2</sub> of the  
S. W. quarter of Section N<sup>o</sup> 14 in  
Township N<sup>o</sup> 28. North of Range N<sup>o</sup> 3  
West of the third principal Meridian,  
containing Eighty acres and —  
hundredths of an acre, at the rate of  
\$1.25 per acre.  
\$100.

John Taylor  
Receiver



Page 15 " Plaintiff then called Benjamin  
" Young who testified that he  
" knew the land described in the  
" deed from Wm. H. Hadlock  
" to the Plaintiff - that said Wm.  
" was living on the premises 15 or 16 years  
" ago did not know how long he continued  
" in possession. Several years ago that  
" he was in possession of a part of the NE  
" 22 28 N. 3. West known as the White  
" track as described in the deeds that he  
" with his kind one one portion of the track  
" in 1849 that Wm. was then in possession  
" farming the land and claiming to be  
" the owner that he supposed he relinquish  
" ed the possession in 1850 or 1851 and  
" William Hadlock then moved on the  
" land. I did not understand that in  
" the first place he went on as a tenant  
" Defendant is now in possession and  
" has been for the last two or three years  
" or since 1850 or 1851 claiming to be  
" the owner of the land.

Were the Plaintiff rested

" Defendant then offered in evidence  
" a deed from Wm. H. Hadlock to  
" William Hadlock dated February  
" 11, 1850. & recorded February 12, 1852  
" which is as follows not on file

Will this be in full with the  
Records filed for Records



This Indenture made the fourth day of February one thousand eight hundred and fifty. Between David Hadlock and Elizabeth Hadlock of the County of Woodford and State of Illinois, of the one part and Willard Hadlock of the County and State aforesaid of the other part, Witnesseth, that the said party of the first part, for and in consideration of the sum of Five Hundred Dollars, lawful money of the United States to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant Bargain, Sell, ~~and~~ Convey and Confirm unto the said Willard Hadlock, his heirs and assigns forever, all and singular the following described lots, tracts or parcels of Land to wit:

Beginning at the North East Corner of Section Twenty two in Township N<sup>o</sup> Twenty eight North of Range N<sup>o</sup> three west of the third principal Meridian. Thence West with the section line to the middle of Richland Creek. Thence up said Creek to the mouth of Dry Run. Thence up said Run to the section line. Thence North along said line to the place of beginning, we suppose to be Twenty seven acres more or less.

Also the South half of the East half of the South west quarter of Section N<sup>o</sup> fourteen in Township N<sup>o</sup> Twenty eight, North of Range three West of the third principal Meridian.



~~the above named~~ <sup>white</sup> ~~lot~~ <sup>lot</sup> ~~beginning at the North West corner of~~ <sup>the</sup> ~~Section Twenty three in Township twenty~~ <sup>lot</sup> ~~eight North of Range three West of the~~ <sup>lot</sup> ~~third principal Meridian, Beginning~~ <sup>lot</sup> ~~at the Section Corner. Running South~~ <sup>lot</sup> ~~along the Section line to Dry Run, Thence~~ <sup>lot</sup> ~~up the Creek to the East line of said~~ <sup>lot</sup> ~~Eighty Thence North along said line~~ <sup>lot</sup> ~~to the Section line, Thence West to the place~~ <sup>lot</sup> ~~of Beginning. Containing twenty acres~~ <sup>lot</sup> ~~more or less. Together with all and~~ <sup>lot</sup> ~~Singular, the hereditaments and~~ <sup>lot</sup> ~~appurtenances thereunto belonging,~~ <sup>lot</sup> ~~or any wise appertaining;~~ <sup>lot</sup>

Containing Forty acres. Also the lot  
Beginning at the North West corner of  
Section Twenty three in Township twenty  
eight, North of Range three West of the  
third principal Meridian, Beginning  
at the Section Corner. Running South  
along the Section line to Dry Run, Thence  
up the Creek to the East line of said  
Eighty Thence North along said line  
to the Section line, Thence West to the place  
of Beginning. Containing twenty acres  
more or less. Together with all and  
Singular, the hereditaments and  
appurtenances thereunto belonging,  
or any wise appertaining;  
We have and to hold the above described  
premises, unto the said Willard Hadlock  
his heirs and assigns forever.

And the said party of the first part, their  
heirs, executors and administrators, the  
aforesaid premises unto the said  
party of the second part, their heirs and  
assigns, against the lawful claim or  
claims of the said party of the first  
part, or of any other person or persons  
whomever, do and will warrant  
and forever Defend by these presents.



+ effects after the old man's death

The Plaintiff then called  
 "Benjamin Springer who testified  
 "as follows. I wrote the deed from  
 "Wanile to Willard, part of it was  
 "written at my house, it was ac-  
 "knowledged at Wani's Wadlock's. He  
 "then resided on the premises. I made  
 "the deed at the old man Wani's  
 "request Willard was there where  
 "it was acknowledged. The deed  
 "as I understood it was to be kept  
 "in the possession of the old man  
 "until his death. I understood this  
 "from the parties. When the deed  
 "was acknowledged I handed it  
 "to Willard and he handed it  
 "I believe to the old man who  
 "thinks to it and put it in his  
 "trunk. That was the last I ever  
 "saw of it until I saw it this  
 "morning. As I understood it  
 "the old man was dividing his  
 "lands between his children and  
 "he gave him this as his Willard's  
 "portion of his real estate. to take.  
 "There was some conversation  
 "which I don't remember. I don't



In Witness whereof the said party of the  
first part hath hereunto set their hands  
and seals the day and year first  
above written

Signed Sealed and delivered  
in presence of

Benjamin Younger

David <sup>his</sup> X Hadlock Seal

Elizabeth <sup>mark</sup> X Hadlock Seal

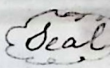
State of Illinois }  
Woodford County } ss

Before me Benjamin  
Younger a Justice of the Peace of the  
County aforesaid, personally came  
David Hadlock and Elizabeth Hadlock  
his wife, the within named Grantors, who  
are personally known to me as the persons  
described in the within Deed of Con-  
veyance, and acknowledged the signing  
and sealing thereof to be their voluntary  
act and deed for the uses and purposes  
therein expressed. And the said Elizabeth  
Hadlock, wife of David, being examined  
separate and apart from her said  
husband, and the contents of the  
within deed of conveyance being



and fully made known to her, upon  
such separate examination, declared  
that she did voluntarily sign, seal and  
acknowledge the same, and that she is  
still satisfied therewith, and relinquish-  
ed her dower in said premises.

Witness my hand and seal the fourth day  
of February one thousand eight hun-  
dred and fifty.

Benjamin Younger   
Justice of the Peace

Entered this 12<sup>th</sup> day of February AD  
1852 and duly Recorded in Book C.  
Page 376. & 77

J. J. Croft clerk  
& Ex-officio Recorder

No 25



Page 19

" Now that there was at the time  
" the deed was made something  
" said about Willard's Supporting  
" the old man & his wife. The  
" Orchard was returned to the old  
" man as long as he chose to use  
" it at the time the deed was made  
" Willard was living about a half  
" mile off he moved on to the place  
" in a few days after. There was  
" but one house on the premises  
" [There was no consideration paid  
" at the time the deed was made]  
" The deed in six packets was given  
" to send an exception better  
" by defendant at the time the same  
" was offered -

" At the time the deed was  
" made there was an agreement  
" that Willard was to Support  
" the old man

" The Plaintiff then called  
" James Edwards who testified  
" as follows. I live in Marshall  
" County. Something over two  
" years ago I think I had  
" a conversation with the  
" defendant at his house. My  
" wife was present. Willard  
" Wallock the defendant said  
" the deed from Ward to him  
" was made out and put in



"Mr. Edwards wife of James  
" Edwards testified substantially  
" to the same facts as her husband  
" Both stated that they were  
" on a visit to the Defendants  
" home at the time.

" Philip Henry  
" I called by Quinby  
" testified as follows about two  
" years since. William Chadlock  
" the defendant told me that while



Page 21

"the old man Willard was sick  
"at Squamlets with the Erysipelas  
"he had taken the dumb horse  
"his <sup>Wife</sup> nurse and got it landed.

"Mr Wemy wife of Philip Wemy  
"testified Substantially to the  
"same facts as her husband.

"Wm Plunkett against Wm.

"The defendant there called Respon  
"Wullocke who testified as  
"follows:

"Some time after the 12th day  
"of February A.D. 1857. The precise  
"time I do not remember. Wm  
"Wullocke told me that he had  
"given Willard up the deed for  
"the land and that he had  
"got it recorded. That Willard  
"the old gentleman was  
"sick at Squamlets with the  
"Erysipelas, but that he was  
"sick at Willard with that  
"disease in March 1857.

"Abner Myndell William Brunk  
"Jesse <sup>My</sup> Wm Thomas Pritchard  
"William Wemy called by  
"Defendant testified Substantially

x That he supposed the old man would die  
which was the reason he took it.



"to the same admissions made  
 "at various times, by David  
 "Wadlock as those testified  
 "to by Benjamin Wadlock  
 "and all of which was said  
 "to have been made after  
 "the deed was recalled and  
 "also that the old man  
 "David never was sick  
 "at Samuel Wadlock's but  
 "was sick at Millard's with  
 "Carpenter's, viz March 1852  
 "Francis Sweet's trial sheet  
 "also called by the Defendants  
 "states that some time in the  
 "fall of 1852, or Spring of 1853  
 "they were at the place in  
 "controversy where the old  
 "man David was killed  
 "and the old boy living  
 "still and called on the  
 "old man for some hedge  
 "plants or trees which were  
 "growing on the premises  
 "that the old man David  
 "told them he had nothing  
 "to do with them, he had  
 "given up the place to  
 "Millard, and they must  
 "apply to him which



Page 23

" They did do.

" All the evidence of the admission  
" of Daniel Wadlock was objected  
" to by the Plaintiff, and was  
" admitted by the Court only so  
" far as the same were made  
" while he was in possession  
" of the <sup>or living upon</sup> land.

" The Defendant then offered  
" his Evidence the deposition of  
" Wagner to which the  
" Plaintiff objected upon the ground  
" that the same had been suppressed  
" and also specially upon the  
" ground that the 1st & 2d crop  
" Interrogatories were leading and  
" the answers improper and  
" irrelevant.

" The Court overruled the  
" objections, and admitted the  
" evidence and Plaintiff's motion  
" for Disposition is as follows.

et alice " Samuel Wadlock } State of Ohio  
" m } Woodford Circuit  
" Melan Wadlock } Court  
" April Term A.D. 1857  
" Take notice that on the fifth day of  
" March A.D. 1857 between the hours  
" of 10 o'clock AM & 5 o'clock PM



Page 20 of the same day continuing from  
"day today, if necessary, at the  
"office of James Marshall an  
"Justice of the Peace in Lacrosse Marshall  
"to sit before him or some other  
"person duly qualified to take depo-  
"sitions. We shall proceed to take the  
"depositions of James Wagner and  
"Henry Wagner and Solomon Swards  
"to be read as evidence on behalf of above  
"named plaintiff, on the hearing of the  
"above entitled cause, when and  
"where you can appear and cross  
"examine if you deem proper  
"So Willards  
"Wadlock atty. Mammie Mammie  
"July 12th 1884 Attorneys for Plaintiff

"State of Illinois  
"Marshall County Ex Parte August 16  
"Samuel Wadlock Maxwell J.  
"Willards Wadlock  
"Court of Woodford County to the April  
"term AD 1884  
"Depositions of Solomon Swards  
"and James Wagner of the County  
"of Marshall in the State of Illinois  
"witnesses produced twoore.



Pg 25, and examined before James W. Maguire  
" a Justice of the Peace in and for the  
" County and State aforesaid, on the 5th  
" day of March A.D. 1837, at the office  
" of said Justice in said County, by  
" virtue of a notice duly issued and  
" served as the law has in such  
" cases made and provided and  
" directed for the examination  
" of the said Solomon Truitt  
" and James W. Maguire who are  
" a suit now depending in the  
" Circuit Court of Woodford County  
" of said wherein Samuel Mullock  
" is plaintiff and William Woodcock  
" defendant,

" The Deposition of James Maguire  
" as stated in the above captioned  
" produced, examined and shown as  
" aforesaid on the 14th day of March  
" the said examinations having been  
" continued from day to day since  
" the fifth day of March until the  
" 14th day of March as aforesaid  
" as set forth in the notice hereto  
" attached and as the law has  
" in such cases provided, and  
" before James W. Maguire the  
" aforesaid Justice of the Peace on  
" the day of said in the year A.D.  
" 1837



Interrogatory 1<sup>st</sup>. Are you acquainted with the Parties  
to this Suit  
Answer to 1<sup>st</sup> Int. I have been and am yet

Interrogatory 2<sup>nd</sup>. Where do you reside  
Answer to 2<sup>nd</sup> Int. I reside at Crow Creek in Marshall  
County Illinois

Interrogatory 3<sup>rd</sup>. How long have you  
been acquainted with the  
Parties to this Suit

Answer to 3<sup>rd</sup> Int. I think about twenty years  
Int. 4<sup>th</sup>. Where did the Plaintiff and Defendant reside  
at the time you first became  
acquainted with them.

Answer to 4<sup>th</sup> Int. When they reside at the present time  
they reside at Crow Creek in Marshall  
County Illinois

Int 5<sup>th</sup>. Was the defendant now occupy the  
house which was formerly occupied  
by his Father Daniel Madlock

Answer to 5<sup>th</sup> Int. No he is not  
Int 6<sup>th</sup>. Are you acquainted  
with Daniel Madlock

Answer to 6<sup>th</sup> Int. Yes  
Int 7<sup>th</sup>. Do you know what is the age  
of Daniel Madlock

Answer to 7<sup>th</sup> Int. To the best of my knowledge  
he is between twenty five and  
Eighty Years of age



Page 29

- Q. Oct 8. Were you acquainted with the wife  
of Wm. Madlock?  
A. Yes to wit. I was acquainted with  
her in her lifetime.
- Interrogatory 9. How long has she been  
dead?  
A. Yes. to 9. Oct. Nearly three years.
- Interrogatory 10. Do you know where she  
died?  
A. Yes to 10. Oct. She died at the residence  
of Benjamin Madlock in Woodford  
County.
- Q. Oct 11. Where had she and Wm. Madlock  
been residing immediately  
previous to her death?  
A. Yes to 11. Oct. Wm. at Joseph Muller's  
in Woodford County. & had been  
residing there some four or five years  
according to best of my recollection.
- Interrogatory 12. When they went to Joseph  
Muller's to stay during the time  
before stated where <sup>died</sup> they go from?  
A. Yes to 12. Oct. They went from Willard Madlock's  
the old homestead.
- Interrogatory 13. Do you know why they left  
the old homestead?  
A. Yes to 13. Oct. Nothing further than that they  
took no time to go and stay awhile  
with their daughter.



Interrogatory 14- Do you know whether or not David  
 " Wallack and Willard Wallack  
 " had any difficulty previous to  
 " the time of his leaving the place.  
 Ans to 14 Int.

I do not know of their having any  
 difficulty  
 Interrogatory 15- Do you know whether or not Willard  
 " Wallack agreed to ~~stay~~ keep David  
 " Wallack and his wife during their  
 " lifetime previous to the time they  
 " left there.

Ans to 15 Int. My understanding was that he  
 " was to keep them so long as they  
 " saw proper to live with them.

Interrogatory 16 Do you know how long they remained  
 " with Willard Wallack.

Ans to 16 Int. I cannot say how long.

Interrogatory 17 About what time was it you left  
 " Marshall County Ill. and went to  
 " Pekin Ill. to reside.

Ans to 17 Int. To the best of my recollection it  
 " was in the winter of 1844.

Interrogatory 18 Is it not the fact that at the  
 " time that you went to Pekin that  
 " Willard Wallack resided with  
 " his father David Wallack.

Ans to 18 Int. To the best of my knowledge  
 " he was.



- "Interrogatory 19" At the time you returned from Perkins  
 " was Willard Willard "Wadlock" still  
 " living with his father David "Wadlock"  
 " Q. to 19<sup>th</sup> int. To the best of my knowledge he remained  
 " at the same place he did when  
 " I left.  
 " Interrogatory 20. State whether or not Willard  
 " "Wadlock" rented the farm of of his  
 " father David "Wadlock"  
 " Q. to 20<sup>th</sup> int. On the Spring I returned from  
 " Perkins I helped Willard "Wadlock"  
 " deliver a share of corn into his father's  
 " crib as rent.  
 " Interrogatory 21. Do you know anything of a deed  
 " of Conveyance that was said  
 " to have been made from David  
 " "Wadlock" to Willard "Wadlock"  
 " conveying the home farm from him to  
 " Willard "Wadlock"  
 " Q. to 21<sup>st</sup> int. I do know  
 " something about such a deed  
 " from the conversation of the  
 " parties.  
 " Q. to 22<sup>nd</sup> int. Do you know who drew this deed  
 " Q. to 22<sup>nd</sup> int. I understood from the  
 " parties that Benjamin Younger  
 " Esqr drew the deed.



Interrogatory 23<sup>rd</sup>. How long since you knew of this deed? Spoke of since your answer to the last interrogatory

Ans to Int 23<sup>rd</sup>

To the best of my recollection it is four years ago the past winter

Interrogatory 24<sup>th</sup>

What was the consideration set forth in that deed?

Ans to Int 24<sup>th</sup>

The consideration was that Willard Wallock was to take care of David Wallock and his wife so long as they saw properly to remain with him and pay the taxes on said lands

Interrogatory 25<sup>th</sup>

If as to or not the fact that so long as the old gentleman paid the taxes on said lands that Willard Wallock was to pay rent for the same

Ans to 25<sup>th</sup> int

It was

Int 26<sup>th</sup>

How long did the old gentleman David Wallock remain with Willard Wallock?

Ans to 26<sup>th</sup> int

Between nine & eleven months

Interrogatory 27<sup>th</sup>

Do you or not know whether Willard Wallock refused to keep his father David Wallock?

Ans to Int 27<sup>th</sup>

I never heard Willard Wallock refuse to keep his father David Wallock. We might have refused to do



Page 31 but not to my knowledge  
 " Interrogatory 28. In what year was the last  
 " rent paid to Daniel Wedlock  
 " by Willard Wedlock  
 " Ans to 28. int. To the best of my knowledge  
 " it is four years since  
 " Interrogatory 29. How many  
 " years since Daniel Wedlock  
 " employed you to cut some saw log  
 " for him on the Waine Place  
 " Ans to 29. int. It has been four years since  
 " to best of my recollections  
 " Int 30. State if you can who paid you  
 " for cutting those log. Daniel Wedlock  
 " Ans to 30. int. Daniel Wedlock  
 " paid me for cutting said log. said  
 " logs were cut on the Waine Place  
 " Int 31. Do you know anything about Willard  
 " Wedlock getting this deed before  
 " spoken of recorded?  
 " Ans to Int 31. I was present at one time  
 " when he Willard Wedlock  
 " started to Metamora as he said  
 " to get the said deed recorded.  
 " Int 32. How long since this transaction  
 " took place  
 " Ans to 32. int. It has been four years  
 " since to the best of my recollection  
 " Int 33. State what conversations  
 " took place at the time you  
 " started to get the deed recorded



Ans to 33<sup>rd</sup> int. I told him to be careful  
or he would burn his fingers  
I told him that there might  
be another deed and as he  
mounted his horse he said  
he thought there was not  
any danger.

Chit 34. What did he say  
when he returned from Math  
Moral. We said that he had  
made a sure thing of it. that  
there was not any other deed  
on record.

Chit 35- When was the first  
complaint made by David  
Wadlock as regards to the own-  
ership of the deed or the ownership  
of Paul Morris farm.

Ans to Chit 35. The first complaint  
disatisfaction that I know of was  
about three years ago.

Chit 36. State who & conversation  
took place between David Wadlock  
& Samuel Wadlock when Samuel  
Wadlock went to your house after  
David Wadlock to take his  
horse with him.

Ans to 36<sup>th</sup> Int. David Wadlock refused  
to go. he said he had Paul Williams  
Wadlock & Benjamin Wadlock  
both to take care of him and



Page 33 and that he would suffer himself  
to become a County Charge before  
he would impose on him.  
" Cross Interrogatories by Willard  
" Wallocks de ft.

" Cross Interrogatory 1<sup>st</sup>. Do you recollect  
the time my Father left to go to  
" Samuel Wallock? of his taking  
the deed before I spoke of  
" out of his trunk and giving  
it to me.

" Ans to cross int 1. I saw him hand Willard  
Wallocks a paper and he said  
" to him here Willard take this  
" it may possibly get lost.  
" Willard Wallocks took the paper  
" and said to his wife, here wife  
" take this deed and take care of  
it.

" Cross Int 2<sup>d</sup>. Did you understand, at that  
time that the paper I spoke  
" of was a deed for the home  
" farm.

" Ans to cross int 2<sup>d</sup>. I understood it to  
be a deed but did not know  
" what land was conveyed by  
" it. Wm Wallock told Willard  
" to take the paper and as he pleased  
" with it.

" Cross Interrogatories by Samuel  
Wallock Plaintiff



Cross Q<sup>y</sup> 1<sup>st</sup>. Do you know whether or not  
 " Daniel Wallock can read  
 " or write

Ans to Cross Q<sup>y</sup> 1. To the best of my  
 " knowledge he cannot.  
 " Cross Q<sup>y</sup> 2<sup>nd</sup>.

" State whether or not  
 " Daniel Wallock <sup>Solicited</sup> this  
 " paper above spoken of out of the  
 " trunk "for spoke of in your  
 " answer to the first Cross  
 " Interrogatories

Ans to 2<sup>nd</sup> cross Q<sup>y</sup>. We did without the  
 " assistance of any one and also  
 " a note which he had against  
 " William Crane

Cross Q<sup>y</sup> 3<sup>rd</sup>. State what he did  
 " with the trunk and the balance  
 " of the papers

Ans to 3<sup>rd</sup> Q<sup>y</sup>. A few days afterwards  
 " I understood that William  
 " Wallock took the old gentleman's  
 " and his trunks to Samuel  
 " Wallock

Cross Q<sup>y</sup> 4. State whether or not William  
 " Wallock had the same  
 " access to that trunk that  
 " the old man had

Ans to Cross Q<sup>y</sup> 4<sup>th</sup>. The trunk  
 " was in the same room  
 " that William Wallock resided



Page 35 inc. and I suppose he could have  
" had access to it if he wished  
" so to do.  
" James <sup>his</sup> Wagener  
" mark

" Title of Winn's of the  
" Marshall County of the  
" Subscribes in justice of the said  
" County as aforesaid do hereby certify  
" that the above depositions were  
" taken by me as stated in the  
" Captions above and at the time and  
" place as aforesaid and as provided  
" in the notice attached hereto;  
" that the said Witnesses were first  
" duly sworn and that the said  
" depositions were carefully read  
" to the witnesses and signed  
" by them. Witness this 18th day  
" of March A.D. 1834  
" James W. McMillen J. C. True

" Were the Defendant again  
" restated. The Plaintiff then  
" called Daniel Hadlock who  
" testified that he had never  
" told Benjamin Hadlock nor  
" any other person that he had  
" delivered the deeds from him  
" to Willard to said Willard Had-  
" lock.  
" This was all the evidence



Page 36. The Plaintiff requested the Court  
to instruct the Jury as follows.

"Samuel Wallock } Off. Instruc-

"Willard Wallock } <sup>ing</sup> <sub>tion</sub> If the evidence

"Shows that the defendant and  
the Plaintiff both claim the

"lands in controversy from

"David Wallock as the common

"source of title. neither party is

"permitted to dispute that

"David Wallock had a perfect

"title.

2<sup>d</sup> "A deed although unexecuted &  
acknowledged passes no title  
to the land until the deed is  
delivered. A deed takes  
effect only from delivery.

3<sup>d</sup> "A delivery of a deed is a  
free and voluntary act  
of the grantor. and cannot  
be made so as to be binding  
without his knowledge and  
consent. unless a wrongful  
taking of the same has been  
afterwards freely ratified &  
consented to by the grantor.

4<sup>th</sup> "If the jury believe the deed



Page 34 "Was taken from the possession  
" of Slaves & wrongfully  
" made against his will & placed  
" upon records the Jury cannot  
" infer a ratification of the Wad-  
" lock from the mere delay of Manila  
" Wadlock to prosecute for such  
" wrongful act unless the delay  
" is so long as to bar the Pff by  
" the Statute of Limitation.

Here " To constitute a ratification  
" in such case it is necessary  
" to show a free and positive  
" acknowledgment by Manila  
" Wadlock that he had ratified  
" and confirmed the decision  
" Orcho acts as his part, as are  
" equivalent to an express consent

Orcho " If the Jury believe from  
" the evidence that the slave  
" was never delivered  
" or its delivery never ratified  
" by Manila Wadlock then  
" Orcho does not pass  
" the land to which said  
" Instructions as given the Wapen-  
" dant by his counsel there and  
" there Objections & exceptions



Page 38 The Defendant there requests the Court to instruct the Jury as follows

" Samuel Wallack & Co. Plaintiffs  
" William Wallack & Co. Defendants

The Defendant requests the Court to instruct the Jury

1st That the Plaintiff in this suit has shown no legal title to any portion of the North East Quarter of Sec. 22, Twp. 28, N. Township Twenty Eight (28) N. of Range Three (3) West of the third Principal Meridian, and that as to that portion of the land described in the declaration, which constituted a portion of said Quarter Section, the Jury will find for the Defendant.

To the refusal of the Court to give said Instructions the Defendant there and there accepts.

The Jury found a verdict for the Plaintiff for the sum of \$1000.00 and costs the Defendant.

Refused

\* To the Jury find the Plaintiff guilty of the crime of murder and the Court to sentence him to death.



Page 39, enters a motion for a new trial  
"which said Motion and the  
"Reasons therefor are as  
"follows: to wit:  
"See page 12 of  
"this Transcript,

"The Court overrules  
"said Motion and the Defendant  
"there and there exceptions, and  
"requests the Court to seal  
"this bill of Exceptions which  
"is done

James Harriott Esq

State of Illinois of I Mend. C. Young Clerk  
of the Circuit Court within and for said  
County do hereby certify that the foregoing  
is a true perfect and complete copy  
of the Record of the Proceedings  
had in the cause herein named  
and all the papers, records  
on file in my office

In Witness Whereof I have  
hereunto set my hand  
and the Seal of said Court  
This 24th day of December  
A.D. 1858.

Mend. C. Young Clerk



<sup>185</sup>  
Saml Wadlock  
m  
Willard Wadlock

Transcript of  
Records —  
Vaughan of Wm

Filed April 12, 1881  
Leland  
Clark



# STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1859.

WILLARD HADLOCK vs. SAMUEL HADLOCK.

POINTS AND AUTHORITIES—BY H. M. WEAD, FOR DEFENDANT IN ERROR.

1. Both parties claim title through *David Hadlock*. They were therefore *estopped* from denying his title.

*Love vs. Gates*, 4 Dev. and Batt. (N. C.) 363.

The deed from David Hadlock to Samuel Hadlock is not set forth. No objection can be sustained to that.

2. The verdict is all right. It finds that plaintiff is the *owner*. The word "*owner*" means a title in fee simple.

*Jarrott vs. Vaughn*, 2 Gilman 132.

*Mirkport et ux. vs. Hankler*, 19 Ill. 48.

3. The judgment should have been that the plaintiff should recover possession of the premises described in his declaration. But this omission does not injure the plaintiff in error, and he cannot complain.

*Bailey vs. Campbell*, 1 Scam. 47, 131, 301.

*Schlecker vs. Risley*, 3 Scam. 486.

*Manchester vs. McKee*, 4 Gil. 511.

This Court, however, should enter the proper judgment for the recovery of the land. *Rev Lewis 1845, Page 420, sec 49*

4. The real question in this case in the Court below was, whether the deed from David Hadlock to Willard Hadlock had *ever been delivered or not*. It was proven that it was deposited in the old man's trunk, and while he was absent *Willard Hadlock stole it from the trunk*, and put it on record. The verdict of the jury was right, and it ought not to be disturbed.

*Archdale vs. Moore et al.*, 19 Ill. 565.

*Morgan vs. Ryerson*, 20 Ill. 343.

5. The consideration of a deed may always be enquired into.

6. The 4th and 5th instructions were correct, and are undoubted law.



185 405  
Hadlock or Hadlock  
Depts Brief

185 405  
Hadlock or Hadlock  
Depts Brief

Refused



# STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1859.

SAMUEL HADLOCK, Appellee, vs. WILLARD HADLOCK, Appellant.

EJECTMENT.

## ABSTRACT OF THE RECORD.

Record.

In 1856 Samuel Hadlock commenced this suit in the Circuit Court of Woodford county, for certain tracts of land, described in the declaration. On the application of appellant, the venue in the cause was changed to Tazewell county, where, at the April Term, A. D. 1858, the same was tried  
10 by jury, and a verdict and judgment rendered in favor of appellee; from  
10, 11 which defendant—appellant—appealed to this Court.

The verdict finds the “defendant guilty of withholding the premises in the plaintiff’s declaration mentioned, and that the plaintiff is the owner thereof, and assesses his damages at one cent;” and the judgment is, “It is therefore ordered and adjudged by the Court, that the plaintiff recover  
10 of the said defendant the damages aforesaid, and the costs and charges by him about his suit expended, and that execution issue therefor.”

## BILL OF EXCEPTIONS.

Plaintiff offered a deed from David Hadlock to him, dated January  
13 16, 1856—recorded August 25, 1857—for the land in controversy.

The defendant objected to said deed—but it was admitted, and defendant excepted.

The plaintiff next offered two certificates, which are as follows:

“Pre., 1834.

13, 14

LAND OFFICE AT SPRINGFIELD, ILLINOIS,

No. 13,444.

November 2, 1835.

Received from David Hadlock, of Tazewell county, Illinois, the sum of one hundred dollars ——— cents, being in full payment for the W 1-2 of the NW quarter of section No. 23, in township No. 28 north, of range No. 3, west of the third principal meridian, containing eighty acres and ——— hundredths of an acre, at the rate of \$1.25 per acre.

\$100.

JOHN TAYLOR, Receiver.”

“No. 19,253.

LAND OFFICE AT SPRINGFIELD, ILL.,

Sept. 19, 1838.

Received from David Hadlock, of Tazewell County, Illinois, the sum of one hundred dollars ——— cents, being in full payment for the E 1-2 of the SW quarter of Section No. 14, in township No. 28 north, of Range No. 3, west of the third principal meridian, containing Eighty acres and ——— hundredths of an acre, at the rate of \$1.25 per acre.

\$100.

JOHN TAYLOR, Receiver.



Record. *Benjamin Tounger*, plaintiff's witness, testified that he knew the premises; that David Hadlock was living on them 15 or 16 years ago; was in possession several years; don't know how long; that he, David, was in possession in 1849—claiming to be owner; supposed he remained in possession till 1850 or 1851; Willard then moved on the land, and is now in possession; did not understand he went on as a tenant; has been there since 1850 or 1851, claiming to be the owner of the land.

Plaintiff rested.

15, 16 Defendant then gave in evidence a deed from David Hadlock to him, for the same premises, dated February 4, 1850, and recorded February 12, 1852. This deed was read without objection, and conveys the same land described in the plaintiff's declaration.

Here the defendant rested.

The plaintiff then called *Benjamin Tounger*, who testified as follows: I wrote the deed from *David* to *Willard Hadlock*; he then resided on the premises; made the deed at David's request; Willard was there when it was acknowledged; understood it was to be kept in old man's possession until his death; understood so from the parties when the deed was acknowledged; I handed it to *Willard*, and he handed it, I believe, to the old man, who, I think, took and put it in his trunk; that was the last I ever saw of it until I saw it here this morning; as I understood it, the old man was dividing his land between his children, and gave Willard this as his portion.

Don't remember any thing being said about Willard's supporting the old man and his wife; the orchard was reserved to the old man as long as he chose to use it.

(There was no consideration paid at the time the deed was made.) The evidence in parenthesis was objected to, and exception taken. There was no agreement at the time the deed was made that *Willard* should support the old man.

*James Edwards*—called by plaintiff—stated, something over two years since I had a conversation with defendant, at his house; my wife was present; *Willard* said the deed from David to him was made out and put in the old man's trunk; the old man went up to *Samuel Hadlock's* and was then taken sick with erysipelas, and that while he was sick, he, Willard, took the deed out of the trunk and got it recorded; told the old man he had given Benjamin Hadlock all his property to support him, and that he should go there for his maintenance, that he would not support him any longer; that the old man was sick at Samuel's, and he supposed he would die.

*Mrs. Edwards*—wife of James—testified to the same facts, and both stated they were on a visit at Willard Hadlock's at the time.

20, 21 *Philip Denny*, called by plaintiff, stated: about 2 years since Willard Hadlock told me that while the old man was sick at *Samuel's* with erysipelas, he had taken the deed from his trunk and got it recorded.

*Mrs. Denny*, plaintiff's witness, testified the same as her husband. Plaintiff rested.



Record. *Benjamin Hadlock*, called by defendant, testified: Some time after  
21 the 12 February, 1852, David Hadlock told me that he had given Willard up the deed for the land, and that he had got it recorded; that David, the old man, never was sick at *Samuel's* with erysipelas, but that he was sick at Willard's with that disease in March, 1852.

*Abner Mundell, William Crank, Tilton Howard, Thomas Pritchett,*  
and *William Dunn*, called by defendant, testified substantially to the  
21, 22 same admissions, made at various times by David Hadlock, as those testified to by Benjamin Hadlock—and all of which was said to have been made after the deed was recorded; and also that the old man, David, never was sick at *Samuel Hadlock's*, but was sick at Willard's with erysipelas in March, 1852.

*Francis Sweet* and *Abial Sweet*, called by defendant, testified: That  
22 while Willard and the old man were both living on the land in controversy, they went to the old man for some hedge plants; he told them he had given up the farm to WILLARD, and had nothing to do with them; they then applied to Willard.

27, 34 The defendant next read the deposition of *James Wagner*, taken by plaintiff.

In this deposition the witness states that he was at the house of Willard and David about 1852; that he saw David take the deed out of the  
33 trunk and give it to Willard, and tell him to take it and do as he pleased with it. At this time Willard and the old man were living on the land together. At the time of taking the deposition, witness thought the old man between seventy-five and eighty years old.

*David Hadlock*, called by plaintiff, testified that he had never told Benjamin Hadlock, nor any other person, that he had delivered the deed from him to Willard—to said Willard Hadlock.  
35

This was all the evidence.

The 4th instruction asked by plaintiff, and given by the Court, is as follows:

"If the jury believe the deed was taken from the possession of David Hadlock wrongfully and against his will, and placed upon record, the jury cannot infer a ratification of the deed from the mere delay of David Hadlock to prosecute for such wrongful act, unless the delay is so long as to bar the plaintiff by the statute of limitations."

36-7 "5th. To constitute a ratification in such case, it is necessary to show a full, free and positive acknowledgement by David Hadlock that he had ratified and confirmed the deed, or such acts on his part as are equivalent to an express consent."

Exceptions were taken to these instructions.



#### ERRORS ASSIGNED.

1. Admitting improper and rejecting proper evidence.
2. Entering judgment upon the verdict of the jury, the verdict not finding what estate appellee had in the premises.
3. Entering judgment for damages and costs only, without rendering any judgment for the possession.
4. In giving appellee's 4th and 5th instructions, and refusing instruction asked by appellant.
5. In overruling appellant's motion for a new trial, the verdict being against law and the evidence.

N. H. PURPLE,  
*Appellant's Attorney.*

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#### POINTS AND AUTHORITIES.

1. The verdict must specify the estate of the plaintiff.  
Purple's Stat., p. 507, § 24, 7th Division.
2. The judgment is a nullity, being for damages and costs only and not for the land.  
Purple's Stat., 507, § 27.
3. The 4th and 5th instructions of the plaintiff below are not law.
4. The verdict is clearly against the evidence.

5. The court improperly admitted evidence that no consideration was paid at the time the deed was signed and acknowledged.

*N. H. Purple*



185-50  
Milled Haddock  
Summit Haddock

Abstracts  
and  
Briefs

Filed April 22, 1839  
L. Leland  
Clerk



# STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1859.

WILLARD HADLOCK vs. SAMUEL HADLOCK.

POINTS AND AUTHORITIES—BY H. M. WEAD, FOR DEFENDANT IN ERROR.

1. Both parties claim title through *David Hadlock*. They were therefore *estopped* from denying his title.

*Love vs. Gates*, 4 Dev. and Batt. (N. C.) 363.

The deed from David Hadlock to Samuel Hadlock is not set forth. No objection can be sustained to that.

2. The verdict is all right. It finds that plaintiff is the *owner*. The word "*owner*" means a title in fee simple.

*Jarrott vs. Vaughn*, 2 Gilman 132.

*Minkport et ux. vs. Hankler*, 19 Ill. 48.

3. The judgment should have been that the plaintiff should recover possession of the premises described in his declaration. But this omission does not injure the plaintiff in error, and he cannot complain.

*Bailey vs. Campbell*, 1 Scam. 47, 131, 301.

*Schlecker vs. Risley*, 3 Scam. 486.

*Manchester vs. McKee*, 4 Gil. 511.

This Court, however, should enter the proper judgment for the recovery of the land. *Per Lawr 1845 Page 470, see 49,*

4. The real question in this case in the Court below was, whether the deed from David Hadlock to Willard Hadlock had *ever been delivered or not*. It was proven that it was deposited in the old man's trunk, and while he was absent *Willard Hadlock stole it from the trunk*, and put it on record. The verdict of the jury was right, and it ought not to be disturbed.

*Archdale vs. Moore et al.*, 19 Ill. 565.

*Morgan vs. Ryerson*, 20 Ill. 343.

5. The consideration of a deed may always be enquired into.

6. The 4th and 5th instructions were correct, and are undoubted law.



185-50 6  
Hadlock is Hadlock  
Keftz Brief



Samuel Hadlock  
Appellee

vs  
Willard Hadlock  
Appellant

Supreme Court  
3d Division  
April Term 1889

Argument for Appellee

This was an action of Ejectment for several parcels of land lying in the County of Woodford - Each party claims by virtue of a deed from the original owner David Hadlock And although some questions were made in relation to the proof of Appellee's <sup>grantor's</sup> title during the progress of the case They clearly can amount to nothing when the case shows that the def. as well as the plaintiff both rely upon the same Common source of title The title being then admitted to have been in David Hadlock it only remains as a question of fact to decide whether the deed to Willard Hadlock which is first in time of date & recording was ever in fact delivered to him by the grantor It cannot be seriously contended but that a deed in order to vest title in the grantee must be delivered voluntarily by the grantor and that such delivery is as essential as the seal or any other indispensable provision



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This case then presents but one question & that a mere question of fact. The evidence is voluminous & although I will not deny there is somewhat of a conflict in it still it seems to me that the evidence strongly preponderates on the side of the plaintiff in the action below. But however this may be the Court by reading the Record can not but see that there is evidence & a good deal of it from which the jury might find that the deed to Willard Hadlock had never been delivered. The jury having so found I suppose is concluded and even if the Court should think it was decided against the weight of evidence they will not disturb it for they were not there to observe the witnesses & determine the weight which should be attached to their testimony.

Again it is said that the verdict as well as judgment are irregular. This has been in my opinion sufficiently answered on the printed brief of my colleague Mr. Wood.

A L. Garrison  
for appellee



1855 50

Willard Hadlock

by  
Sam. C. Hadlock

Arg. for gift in favor

Davison

Filed May 4, 1859  
L. Leland  
Elk

7/24  
9-1/2  
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