


No. 2469

Supreme Court of Illinois

David A. Smith Admr. of Jerome McKee

vs.

Holloway Vansycle W. et al

(379)  7

Pleas before the Hon. D. Meade Woodson  
Judge of the first judicial Circuit of  
the State of Illinois, at a Circuit  
Court (sitting in Chancery) begun  
and held at the Court house in  
Waukegan County of Scott and State  
aforesaid on Monday the 8th day  
of October A.D. 1855

Present, The Hon. D. M. Woodson Judge  
Thomas R. Roberts Sheriff  
John Masser Clerk.

David A. Smith Administrator  
of Jerome McKee dec'd and  
Jerome McKee junr. by his next  
friend David A. Smith complainants  
vs In Chancery

Halloway W. Vausyckel, John  
Lee, John Abbott and  
Murray McCormel defendants

Be it remembered that heretofore to  
wit: on the 12th day of February A.D. 1853 the said com-  
plainants filed their Bill of Complaint in the above  
entitled cause, which is in the words & figures following  
to wit: —

"State of Illinois Sec.

To the Judge of the first judicial Circuit of  
said State sitting in Chancery for the County of Scott:

The Bill of Complaint of David A. Smith  
Administrator of all and singular the goods and  
chattels rights and credits of Jerome McKee dec'd and  
Jerome McKee junr. Minor without guardian who  
sues by his next friend the said David A. Smith  
Complainants:

vs In Chancery.

Murray McCormel Halloway W. Vausyckel  
John Lee & John Abbott defendants. —

Your orators would show unto your honor that the said Jesse McKee departed this life intestate in the County of Hamilton State of Ohio in April 1849; That at the time of his death not by descent or devise, but as a purchaser for valuable consideration (but whether so or not your orators say is immaterial to the ends & purposes of this then bill) seized in fee of the following seven items of real estate situate lying and being in the said County of Scott to wit: - 1st. The undivided half of the East half of the North East quarter of Section Twelve (12) Township Fifteen (15) North Range fourteen (14) West after deduction of a portion of the same covered by a burying ground: - 2nd. The undivided half of the West half of the North West fractional quarter of Section Seven (7) in Township Fifteen (15) North Range Thirteen (13) West excepting ten (10) acres out of the North West corner of the same: - 3rd. Seventy three (73) feet from north to south off of the South side and extending the entire length from East to West of Lot Two (2) Block Thirteen (13) in the Town of Naples: - 4th. Twenty<sup>(20)</sup> feet on Illinois river fraction in front of South half of Lot No. one (1) Block Thirteen (13) in same Town. - 5th. Forty (40) feet on Illinois river fraction in front of North half of Lot five (5) Block Nine (9) in same Town. 6th: Lot Nine (9) Block Thirteen in the same Town & 7th. The West half of the North East quarter of Section Twenty four (24) in Township Fifteen (15) North Range fourteen (14) West; -

That the defendants McCormel & Vausyehel in July 1849 on a groundless and unjust claim against the estate of said deceased as claiming through the estate of Jesse McKee deceased, filed a bill against William McKee Isabel (alias Isabella) McKee and Samuel McKee as heirs at law

of the said Jerome McKee dec<sup>d</sup>, and as such, at the next following September Term of this Honorable Court, obtained a decree by default for the sale of all and singular the aforesaid items of real estate, when in fact and in truth your orator Jerome McKee Junr. as a posthumous child of the said deceased & the said Saluda born 15th November 1849 at the time of obtaining said decree is and was to be regarded as the sole heir at law of said deceased, and as born in the lifetime of said deceased, — That pursuant to said decree said items of real estate on the 19th of November 1849 were sold and all bought by the said McConnell except the 6th which was bought by the said Abbott.

3 That the said McConnell bought the said 7th item for ten dollars (\$10.00) and has since sold the same to the said John Lee for some \$300. to \$400. & he is in possession of the same by himself or tenant, & the other six items of real estate in separate & several parcels that your orators cannot specify are in possession of the same other defendants in this case by themselves or tenants; —

That on the 19th day of July 1852 your orators David A. Smith was appointed by the order of the <sup>County</sup> Court aforesaid County of Scott Administrator of all and singular the goods & chattels rights and credits of said Jerome McKee dec<sup>d</sup> and as such administrator on due notice at the December Term 1852 of said Court obtained an order for the sale of said real estate or so much thereof as may be necessary for the payment of the debts of the estate of said dec<sup>d</sup> a duly certified copy of which order your said orator will produce and prove on the hearing of this cause: Your orators hope and believe that there will be a surplus of said real estate to the use of your orator Jerome as heir at law as aforesaid, after the satisfaction of the purposes of aforesaid order & winding up

administration of Estate of said deceased. - That it  
will not be safe for or just to the rights of your orators  
to execute said order of sale while the defendants  
named in the caption of this Bill are adversely in  
possession of said real estate, & so groundlessly and  
unjustly claiming title to the same as aforesaid, -

That if sold under said such circumstances your  
orators fear that said real estate will sell for  
little or nothing, - That as for as the said de-  
fendants any or either of them may have any  
claims of any nature or kind against the estate  
of the said Jesse M<sup>r</sup> McKeel deceased - as the same may  
be transmitted by law to the hands of your orators  
or either of them - it has long long since been  
barred by the lapse of time under the statutes  
of limitation and non claims.

4 The premises considered, & for as much as  
your orators are remediless in the same at and  
by the strict rules of the common law, they pray your  
Honor for the Peoples most gracious writ of subpoena  
ad respondendum against the defendants named  
in the caption of this Bill to be directed to &c. com-  
mencing &c. - and that they appear at the next  
Term of this Honorable Court to be holden on  
&c. at &c. and answer in the premises fully  
truly and unequivocally, not under oath which  
is warranted as the statute provides. - May it please  
your Honor to decree a sale of the aforesaid real  
estate pursuant to aforesaid order, and that any  
right title claim or interest of the said defendants  
any or either of them of in and to said real estate  
or any portion of the same be utterly vacated and for  
nothing held as against any sale your orator David  
A. Smith may make pursuant to &c. as aforesaid  
or as to the rights of your orator Jesse M<sup>r</sup> McKeel, - J

that said defendants or any one claiming under them or either of them surrender possession of said real estate on sale of &c as aforesaid - or to your orator Jerome McKee as for as said real estate may not be sold - Or to grant your orators such other and further relief as they or either of them may be entitled to in the premises and as in duty bound they will ever pray &c.

David A. Smith as administrator of &c  
as aforesaid as solicitor and as pro  
curator in law of the said Jerome McKee

I David A. Smith as procurator in law of  
Jerome McKee minor complainant in the foregoing bill  
of complaint acknowledge myself bound for all costs  
that may accrue and legally devolve upon said minor  
and the said minor being a non-resident I do hereby  
enter myself security for costs in this cause & acknowl-  
edge myself bound to pay or cause to be paid all costs  
which may accrue in the foregoing action either to  
the opposite parties or any of the officers of this court  
in pursuance of the laws of this state - Dated at  
Jacksonville this 4th day of February 1853.

David A. Smith.

The following is a true copy of the answer  
of John Lee filed in the above cause on  
the 5th April 1853, viz:

David A. Smith who sues as administrator of the estate  
of Jerome McKee deceased and Jerome McKee who sues  
as heir at law of said McKee deceased by bill in chancery  
of in the Circuit Court of Scott County State of Illinois  
against Murray McConnell John Abbott Holloway W.  
Hansy and John Lee - April Term 1853

And now here comes the said defendant  
John Lee and for answer to said Bill answering for  
himself and no other says that he bought the west  
half of the North East quarter of Section Twenty

four in Township Fifteen North in Range fourteen (14) West containing eighty acres more or less of Ellumay McConnell the same was a piece of a wild land totally <sup>un</sup>improved. He bought the same in good faith believing he was getting a good title to the same: That he went into possession of said land and is now in possession and has made valuable and lasting improvement thereon which he claims to be paid for if his title should turn out not to be good.

Said Lee further answering says, that on the 13th of July 1849 M. McConnell of H. W. Vausyckel filed a Bill in Chancery in the Scott County Circuit Court where said lands were situated against the estate of Jesse McKee deceased and made William McKee executor of said estate a party defendant, and made the heirs at law of Jesse McKee deceased so far as said heirs were known in the State of Illinois, also parties defendants; and process was regularly served upon said W<sup>m</sup> McKee Executor by the Sheriff of Scott County and the other defendants were legally served by publication, — The object of said Bill being to recover a debt due from the said Jesse McKee deceased to the said McConnell & Vausyckel, and to be permitted to establish said debt and to sell those lands to pay said debt or to procure the payment of from said Estate by said Executor or by the sale of other property of the estate, — and in this suit (over the parties and the subject matter of which the said Circuit Court had full control power and jurisdiction,) such proceedings were had as that at the September Term 1849 a decree was rendered in said cause that all the lands mentioned in said Bill filed as aforesaid by the said McConnell & Vausyckel of which the tract now owned by this defendant was and is one was decreed to be sold to pay the debt then found due to said McConnell and Vausyckel and therein decreed to be paid out of said estate of Jesse McKee deceased; and under said

decreed and order of said cause said land was sold by the Master in Chancery in said cause to the person mentioned as the purchaser thereof in the Bill in this cause filed; and the said McConnell being the purchaser of the land now owned by this defendant, and having procured a deed for the same sold it to this defendant as above herein set forth.

Said defendant further answering says that said decree and orders of said case and all the other proceedings in said cause are and were at the commencement of this suit in full force not vacated in in anyway set aside, and he here refers to the same as evidence in said cause, and as a full complete bar to this suit.

Said defendant further answering says that said debt was due from the estate of Jesse McKee to said McConnell & Hensyckel as evidenced by the decree for the same, and said lands belonged to said Jesse McKee in his life time and was a part of his estate at and after his death, and was bound for the payment of his debts they being in the hand of his said executor for that purpose.

Said defendant further says, that the said Jesse McKee deceased made a will a certified copy of which will be found in the files of the said case of McConnell & Hensyckel against W<sup>m</sup> McKee executor above recited, and which copy is here referred to as evidence in this cause; and by which will it is provided among other things that his estate was first to be applied to the payment of his debts, and after the debts were paid if any thing was left it should be equally divided between the widow of said Jesse McKee and this Jerome McKee - Said Will provides that said William McKee should be the executor of said estate, by mistake called administrator, and should have possession of the whole estate with power to sell lands & personal property to pay debts &c. - Said executor took immediate poss-



cession of said estate lands personal property & choses  
in action, and settled the debts all except this debt  
belonging to McCormel & Vausykel, and when they  
filed their Bill aforesaid, said land was still in  
the hands of said executor; and said Jerome McKee  
was never in possession of said land but the same at  
the time of the sale under said decree remained  
in the possession of said executor, and he surrendered  
the same to the purchasers; and that part of said  
Bill alleging that said Jerome McKee did seize  
of said land is not true as he never had possession  
or was seized thereof, neither could he own or be  
seized thereof as against the creditors of Jesse McKee dec'd.

Said defendant Lee for further answering says,  
that all that part of complainants Bill filed herein  
alleging that said Jerome McKee dec'd held all  
or any of those lands by purchase or in any other  
manner except as legate of Jesse McKee dec'd  
is untrue and said complainants are put upon proof  
of his title to the same — Said defendant most  
positively denies that he ever paid one dollar or any  
sum for said lands except through the estate  
of Jesse McKee dec'd and through the means furnished  
him by this executor W. McKee (who was his father)  
out of the estate of Jesse McKee dec'd.

Said defendant Lee further answering, says,  
that this suit of McCormel & Vausykel under which  
said lands were sold was a mere personal action  
against the estate of Jesse McKee dec'd by said ex-  
ecutor for the collection of a debt; and the only party  
defendant necessary to said suit was said executor  
the same being to apply the property of said estate  
in the hands of said executor to pay said debt  
and the heirs or legates of said Jesse McKee were  
not necessary parties, and the said Jerome McKee if he had

been living or his heirs he being dead were not necessary parties to that suit; and so the said defendant Lee is advised to say and now here insists that whether there was such a person then in being as this pretended post-humous child Jesse McKee Junior he was not a necessary party to said suit of ~~the~~ McCormick & Vausykel against the estate of Jesse McKee deceased, and that said defendant here is bound by said decree against the executor of the estate of Jesse McKee through and under which he claims to all intents and purposes as he would have been if made a party to said suit.

Said defendant Lee further answering says, that when said suit was brought and when said sale was made the existence of such a person as this McKee complainant was not known either to the parties to said suit or to the purchasers of said land and this 9 defendant never heard of such a person until the commencement of this suit.

Said defendant denies that there was at the commencement of said suit under which said land was sold any such person born or living as this said pretended Jesse McKee Jr. or was ~~at the~~ there at the time of said decree or said sale or now. Said defendant further answering says that before the commencement of said suit this same William McKee executor performed said complainants, in said Bill McCormick, Vausykel & others that all the debts of said estate of Jesse McKee deceased were paid but this debt due them, and that these lands belonged to the estate of <sup>said</sup> Jesse McKee deceased and advised them if they wanted them pay they would have to see the estate and sell these lands, to pay the debt and he did not object to their doing so, and went unto one of the complainants, to the Clerk's office, and was then served with process in said cause.

Said See further answering says that said  
W<sup>m</sup> McKee being the father of said Jerome McKee  
decd and with a full knowledge as is believed of  
the true situation of his own family informed this  
said defendant and the said McCormell & Hays  
and others at the time said suit was brought that  
his son Jerome McKee had died without child or  
children, and that there was not then child or chil-  
dren living belonging to or kin to said Jerome McKee.

Said See further answering says, that this suit  
should be dismissed, because he says and nowhere  
avows that at the commencement thereof there lived  
and now lives a person then called Isabel (also Sa-  
bella) McKee who if any such person exist is the  
mother of this posthumous child and the widow  
of said Jerome McKee deceased and if the allega-  
tions of the Bill are true that said Jerome McKee  
at his death was the owner and lawfully seized of  
10 the lands in controversy. The said Sabella is enti-  
tled to dower in said lands and she is directly in-  
terested in the same and therefore is a necessary party  
to this suit, and should have been made a party, and  
because she was not said defendant he asks that  
this said suit be dismissed.

Said defendant See further answering, says,  
that this suit should be dismissed upon the ground  
of multifariousness both as to parties and subject-  
matter of the Bill & the prayer thereof.

The said Smith as administrator is improperly  
joined with the heir at law. The Bill has two  
objects adverse in their nature and incompatible to  
be united in one and the same suit.

Said Bill alleges that said land is to be  
sold to pay the debts of Jerome McKee; but does  
not show that a proper and sufficient order of a

Court acting with authority to do so has made any such order; and said defendant now denies that any such order was ever made.

Said Bill prays that the title to said lands be <sup>vacated</sup> ~~sprung~~ and that the present occupants surrender possession thereof to the said James McKee or to the purchasers, and at the same time deem and, that they surrender possession and all the title be settled before the same is sold. -

Said Administrator has no authority by law to file this Bill to settle the title to this land, he as administrator has no interest in the land or power to toll sue for or about the same, and cannot join with the owners of the land in a suit for the same for any purpose, and therefore this suit should be dismissed for said multifariousness, misjoinder of persons and claims. -

And now fully answering he here denies every allegation not heretofore denied and deems and proof of every allegation of said Bill - he denies especially that said Smith is the rightful administrator of said estate of James McKee deceased. He is not a creditor of said estate and as such had no right to take out letters of Administration. He denies that said order of sale was legally & properly made - he insists and will shew to this Court that said letters were obtained by fraud, and that this whole proceeding is founded in fraud and got up by said Smith and said Wm McKee to defraud others and benefit themselves.

The said He here refers to the proceeding before the Probate Court granting said letters and making said order, and here makes them upons of this answer. He here insists for himself and all his co-defendants that all of said proceedings are illegal and void, and every claim here set

up against the estate of Jerome McKee except the claim for fees is a fraud and not one of them is due but was got up for the fraudulent purposes of this suit. Said Lee further says that he owns said tract of land through another chain of title, and he denies his right to the same from another source totally unconnected with the right claimed through the estate of McKee which this defendant will show to be a good title to said land at the trial of this case. - yet he does not abandon his right under the estate of Jesse McKee deceased but as against these complaints insists upon the same. - and now having fully answered said Bill he prays to be discharged hereof with his costs and charges herein.

John Lee def.

12 The following are copies of all the proceedings before the Court of Probate County Court referred to as a part of this answer

John Lee def.

State of Illinois Morgan County set.

This day appeared before the undersigned clerk of the Circuit Court of said county William McKee who made oath in due form of law that his son Jerome McKee departed this life intestate in April 1869 he being a resident of the State of Ohio, and that at the time of his death said Jerome was indebted to David St. Smith of said County of Morgan for professional services to the amount of thirty dollars (\$30.00) subject to a credit of seven dollars 36 cents (\$7.36) and that said Jerome has effect, Town and real estate in the County of Scott State of Illinois - that said Jerome left a widow Sabella McKee and only child Jerome McKee now residents

of the state of Ohio, the said child having been born  
 15th Sept 1849 - Affiant further states that his said  
 son at the time of his death was also owner of ten  
 (10) acres <sup>of land</sup> in Pike County Giggsville - Affiant wishes  
 the county court of Scott State of Illinois to ap-  
 point said David A. Smith Administrator of all re-  
 of said Jerome McKee and the whole of the afore-  
 said real estate being worth some \$1200.

William McKee

(Sd)

Sworn to & subscribed before me at my  
 office in Jacksonville and attested under  
 my hand and seal of office at my office  
 in Jacksonville this 16th day July 1852

Charles Hardin

State of Illinois Scott County Sch.

13

This day David A. Smith of the county  
 of Morgan said State made oath in due form of  
 law that he is informed and verily believes that one  
 Jerome McKee late of Hamilton County State of  
 Ohio departed this life intestate in said county  
 and being a resident of the same on or about the  
 11th day of April 1849; that at the time of his death  
 said dec'd. was indebted to affiant for professional  
 services to the amount of thirty dollars (\$30.00)  
 subject to a credit of seven dollars 36 cents (\$7.36)  
 and that said dec'd. at the time of his death  
 was bona fide owner of real estate in said county  
 of Scott and in Pike County state of Illinois, (but  
 mostly in the County of Scott) to the value of  
 some Twelve hundred dollars (\$1200.00) - Affiant  
 asks to appointed Administrator of said dec'd; that  
 his said ask be allowed, and refers to an affidavit  
 made by William McKee father of said dec'd before  
 Charles Hardin Clerk of the Circuit Court of said  
 County of Morgan on the 16th July 1852

David A. Smith.

Sworn to & subscribed before me the undersigned  
Clerk of the County Court of the said county of Scott  
this 19th day of July 1852. W<sup>m</sup> Leighton Clerk  
Cty. Ct. Scott.

At a County Court for Probate business begun  
and held at the Court house in the Town of Winchester  
County of Scott and State of Illinois on Monday  
the second day of August Anno Domini one  
thousand eight hundred & fifty two

Present

Hon. John Lewis County Judge

Wm. Leighton Clerk

William Leighton Clerk.

In the matter of the approval of  
the granting and issuing Letters of Administration  
upon the estate of Jerome McKee deceased.

14 Letters of Administration upon said estate  
having been issued on the 19th day of July 1852 by  
the Clerk of this Court to David A. Smith of Morgan  
County upon the Petition of said Smith filed on  
said day; and now on this day the cause coming  
up for the approval of this Court, and said Petition  
being examined, it appears from the same that the  
said Petitioner is a creditor of said deceased, and  
it further appearing that said Petitioner has executed  
a good, sufficient bond for the faithful performance  
of his duty as such Administrator: It is therefore  
ordered by the Court that the granting & issuing of the  
Letters of Administration to the said David A. Smith  
upon the estate of the said Jerome McKee dec'd by  
the Clerk of this Court as aforesaid be and the  
same is hereby approved.

At a County Court (for Probate business)  
begun and held at the Court house in the Town of

Winchester County of Scott and state of Illinois on Monday  
the 20th day of September Anno Domini one thousand  
eight hundred & fifty two

Present

Hon. John Masses County Judge

Attest Daniel Avery Sheriff

William Slighton Clerk.

In the matter of the adjustment of <sup>the</sup> claims  
against the estate of Jerome McKee deceased.

It appearing that due and legal notice has  
been given by the Administrator of said estate, David  
A. Smith, fixing upon this for the day for settling and ad-  
justing the claims against said estate; and it further  
appearing that the following claims have been duly  
authenticated, and no one hath appeared to make ob-  
jection, the allowing of the same; and it appearing to the

15 Court that said claims are just: It is therefore ~~ordered~~  
that the same be allowed in their respective classes  
to wit: J. H. Ellis Printer's fees 2nd class \$2.25<sup>cts</sup>  
D. A. Smith a/c 4th class 27.64  
Clark Co. Court fees 2nd class 2.90  
William McKee note 4th class \$132.66

At a county Court (for Probate business) begun  
and held at the Court house in the Town of Win-  
chester county of Scott and state of Illinois on  
Monday the Twentieth day of December Anno Dom-  
ini one thousand eight hundred & fifty two.

Present

Attest Thomas H. Salyer Sheriff Hon. John Masses County Judge

William Slighton Clerk.

David A. Smith Adm. &c

vs

Jerome McKee Jan.?

} Petition to sell real Estate.

In the matter of the Petition of David A. Smith



Administrator of the Estate of Jerome M<sup>c</sup> Kee deceased  
for sale of real Estate; on this 20th day of December  
1852 the Petitioner filed his Petition for sale of the  
following real estate to wit: the undivided half of  
the East half of the North East quarter of section  
Twelve (12) Township Fifteen (15) North Range four-  
teen (14) West after the deduction of a portion of  
the same covered by a burying ground - the undi-  
vided half of the West half of the North West  
fractional quarter of section Seven (7) Township  
Fifteen (15) North of Range Thirteen (13) West  
excepting ten (10) acres out of the North West corner  
of the same - Seventy three feet front North to  
South off of the South side and extending the en-  
tire length from East to West of lot Two (2) Block  
Thirteen (13) in the Town of Naples - Lot nine  
(9) Block Thirteen (13) in the Town of Naples  
Twenty (20) feet on the Illinois river front in  
front of South half of lot one (1) Block Thirteen  
16 (13) in the Town of Naples - Forty (40) feet on Illinois  
river front in front of North half of lot Two  
(5) Block Nine (9) in Naples - and the West  
half of the North East quarter of section Twenty  
four (24) in Township Fifteen (15) North Range four-  
teen (14) West all in Scott County, - and Lot  
one (1) commencing at the North East corner  
of the East half of the South West quarter of sec-  
tion eleven (11) in Township Four (4) South Range  
three (3) West running West Eighty (80) rods South  
Twenty (20) rods, East Eighty (80) rods and North  
Twenty (20) rods to the place of beginning in Pike  
County - or so much thereof as may be nec-  
essary to pay the debts of said deceased - The  
Petitioner also filed a certificate of the publisher  
of the Western Unionist, the nearest newspaper

With an annexed copy of the advertisement of this application that said advertisement was published for three successive weeks the first publication having been made on the 22<sup>nd</sup> day of October 1852 - It appearing to the satisfaction of the Court that Jerome McKee junior is the sole heir at law of said deceased and is an infant without Guardian by order of Court J. C. Bowen is hereby appointed Guardian ad litem of said infant - said Guardian ad litem being in open Court accepted said trust and filed an answer for his said ward, - And said matter coming on now to be finally heard, and it appearing to the satisfaction of the Court that said deceased did seized of said real estate that the debts and claims accrued against the  
 17 Estate of said deceased amount to the sum of Eleven hundred & forty five dollars 30 cents (\$1145.30cts) besides costs of administration, & that the Petitioner has no personal estate in his hands to be administered for the payment of the same the Court hereby orders and decrees that said Petitioner advertise sell & convey so much of the aforesaid real estate as will satisfy and pay the debts of the Estate of said deceased and the costs of administration, pursuant to the provisions of sections 104, 105, & 106, of the 109<sup>th</sup> Chapter of the Revised Code of 1845 - entitled Wills; and this matter is continued for the report of said Petitioner.

The following is a copy of the  
~~cross~~ Plea of Munday McCormick  
 filed in said cause April 5<sup>th</sup>  
 1853, Court:

The Separate Plea of Murray McConnell to a Bill in Chancery filed against him in Circuit Court of Scott County in the State of Illinois by David A. Smith Administrator of Jerome McKee deceased and by Jerome McKee junior and against Holloway W. Vausykel John Lee and John Abbott

18 The said McConnell for plea to said bill in Chancery says that said complainant ought not to have and maintain this action against him, but ought to be barred &c because he says said McConnell says that heretofore to wit; on the thirteenth day of July 1849 this said McConnell and one Holloway W. Vausykel filed their Bill in Chancery in this Honorable Court against William McKee who was the executor of the estate of Jesse McKee then deceased to which estate the property mentioned in this Bill now filed and in this suit in controversy belonged and through and under which estate and under the will of said Jesse McKee the said Jerome McKee deceased and this complainant James McKee; said supposed heir of said Jesse died, held & now claims said property in this suit in controversy; and also against Isabella McKee widow & heiress of Samuel McKee brother & heir of said Jesse McKee deceased said Jesse McKee deceased; and to which suit all of said persons were made parties and duly served with process, the said executor by actual service and the other parties by publication according to law, and in which suit in Chancery the same rights to the same property, and the same claims in every particular were involved as is now here in this present suit are sought to be again tried and put in issue; and the rights and claims of said Jerome McKee deceased of whom said Smith is administrator and who was the ancestor of the said complainant Jerome McKee jun., and under whom he claims was in that suit involved and decided - and in said suit

in Chancery, the following proceedings were had - ss.

Copy of Bill

Murray McCormick J. Halloway W. Vausychel  
vs

In Chancery.

William McKee Salina McKee & Samuel McKee

Murray McCormick J. Halloway W. Vausychel humbly  
represent to the Circuit Court of the County of Scott & State of  
Illinois sitting as a court of chancery and say that on the 7th  
day of September 1837 Jesse McKee now dead and pretending to  
be the owner and to have a right to the following described  
piece of land now situated in said County, to-wit: being  
twenty feet front on the Illinois river opposite to the south  
side of lot Five in Block Nine in the Town of Naples running  
from front on Water Street in said Town to the Illinois river  
and on said day the said McKee for the sum of four hundred  
and fifty dollars to him paid by Murray McCormick  
19 Joseph M. Ormsbee & Halloway W. Vausychel sold and by  
Deed conveyed said lot of land to said McCormick Orms-  
bee & Vausychel and gave to them a Warranty deed  
the words of which covenant are as follows, to-wit:

"And the said Jesse McKee for himself and his heirs  
doth hereby contract covenant and agree to & with the said  
McCormick Ormsbee & Vausychel jointly & with each of  
them severally & with their heirs and assigns, & with each  
of their heirs and assigns severally that he has good  
right & lawful title to sell and convey said lot of  
land and that he is well seized thereof by a good and  
indefeasible title in fee simple, and that the same  
is free from all incumbrance or dispute whatsoever  
and that the said title to said lot of land he the said  
McKee well warrant & forever defend (the same) a-  
gainst all claims whatsoever."

Said deed was duly & properly acknowledged by  
said McKee & his wife duly acknowledged delivered  
and recorded, is now ready to be shown to this  
Honorable Court and is here referred to as a part of

this bill and evidence herein and proved to be read as such.

On the 24<sup>th</sup> day of July 1839 the said Joseph W. Orm<sup>r</sup>bee sold all his right to said lot of land to the said Mc-Camuel & Housykel and made executed & delivered to them a deed therefor which deed is here ready to be exhibited and is referred to as evidence herein - they said Mc-Camuel Orm<sup>r</sup>bee & Housykel being the owner of the right so purchased of the said McKee and by that description referred to in 3<sup>d</sup> deed.

Afterwards to wit: on the 5<sup>th</sup> day of December 1837 he the said McKee in like manner pretending to be the owner of a certain other twenty feet of land situated immediately north of the tract last herein described and immediately adjoining thereto and at the same time being or pretending to be the owner of several other tracts and lots of land; to wit: the south half of Lot 5 in block No 6 - the south half of lot 8 in Block No 6 - a part of lot 2 in block thirteen all in the town of Naples the last mentioned piece of land being 40 feet front on Water Street & running east to the alley the same width commencing 7 feet south of the N.W. corner of said lot (also the 20 feet above described) also the following lot of land to wit: fifty two & one half feet on the Illinois river in front of lots one & two in Block (13) thirteen in said town of Naples - also forty feet in front of lot 4 in block twenty in said town of Naples and on said day said Jesse McKee for the sum of five thousand dollars to him in hand paid by Mark W. Delahay sold & by deed conveyed all aforesaid several tracts of land to Mark W. Delahay which and was duly signed sealed & delivered by the said McKee a certified copy of which from the record is here referred to as evidence herein, and for greater certainty as to the description of the

tracts of land conveyed & for the reason that the original of said deed is out of the power of the complainants, and they believe that the same is lost, wherefore they offer said copy as evidence as provided by law. — Your complainants further say that in said purchase by said Delahay of said McKee the said Twenty feet of land situated north of the tract just above mentioned was estimated at one hundred and fifty dollars, and without reference to said estimate said Twenty feet of land made in value more than that proportion of said five thousand dollars given for the whole. — Your complainants further say that in said deed from <sup>said</sup> Jesse McKee to said Delahay there is a covenant of Warranty in the words following, to wit;

"And the said Jesse McKee and Jane his wife do hereby covenant and agree to warrant & defend the aforesaid premises unto the said party of the second part his heirs and assigns against the claim or claims of all and every person whatsoever do & will warrant & defend by these presents."

After the said Jesse McKee had sold said lots of land and made said deed to said Delahay as above stated, he the said Mark W. Delahay made executed and delivered to one Jacob Mize a mortgage upon said lot of land together with several other tracts to secure the payment of certain notes or claims which claims together with said mortgage the said Mize sold and assigned to said McCornell & Nausyehel who in their name & the name of said Mize filed a Bill in Chancery in the Scott Circuit Court to foreclose said mortgage and the right of redemption against said Delahay and such proceeding in said suit were had as at the October Term of said Court in the year 1841 a decree of foreclosure was had against said Delahay, and said land decreed to be sold; and W. K. Kiepp was appointed commissioner to sell

the same, and on the 27<sup>th</sup> day of January 1842 said Knapp sold said land as directed by said decree of foreclosure, and the said Murray McCormel and Holloway W. Vausykel became the purchasers thereof, and on said day the said Knapp by deed duly executed and delivered conveyed said land to wit: said Twenty feet of ground in front of lot 5 in block 9 in Naples sold by McKee to Delahay to said McCormel & Vausykel; said deed and said decree and the record of said suit in chancery is here referred to as evidence in this cause. -

22 Your complainants now show and aver, that at the time of the making of said deed with said covenants of Warranty by said Jesse McKee to the said McCormel & Vausykel for the twenty feet of land first herein above mentioned; and at the time of the making of the said deed with said covenants of Warranty by the said Jesse McKee to the said Delahay or at any time before the said Jesse McKee had no right whatever to said two tracts of land, and he the said McKee then & there received at the dates aforesaid deeds six (6000) hundred dollars for those two tracts of land without any right whatever therefor. (\$450. for one tract, & \$150 for the other tract.)

And the said McCormel & Vausykel further aver that said land at the time said McKee sold the same belonged to Charles Collins and to no other person, and in 1848 the said Charles Collins asserted his right thereto, and said land never having been in the possession of said McKee but it being a vacant and unimproved and unoccupied tract of land no actual eviction could occur against said complainants otherwise than in this - the said Collins exercising said right as owner of said

land sold and by and conveyed the same to Murray  
McConnell who is now the owner thereof having re-  
ceived from the said Sellers a conveyance thereof  
has taken possession thereof and thereby ousted and  
evicted said complainants.

Wherefore the said complainants say that the cove-  
nants aforesaid have been and are broken & forfeited and  
as they the said complainants by means of the several  
conveyances aforesaid have all the rights under said  
covenants they being covenants that follow the land  
and appertain to all subsequent purchasers, To wit: the  
covenants of seizin and good title and general warranty  
of title and being so entitled they have a right to demand  
and have out of the estate of said Jesse McKee the sum so  
paid for said land and the interest thereon from the  
date of the said deeds to the rendition of the decree here-  
inbefore prayed.

23

Your Petitioners now say that in the month of De-  
cember 1838 the said Jesse McKee died leaving a large  
amount of real and personal estate, and leaving a will,  
a copy of which duly certified is here attached and  
made a part of this Bill and prayed to be read as evi-  
dence. By this will the said McKee deceased appointed  
William McKee his executor. By said will it is  
provided that certain personal property be sold  
and certain debts be collected and all applied  
to the payment of the debts due from said Jesse  
McKee; and if the proceeds of said property, and  
the sums so to be collected shall not be enough  
to pay said debts of said Jesse McKee it is then  
provided that said executor shall sell so much  
of the real estate of which the said Jesse did sign  
to pay all his just debts.

Your complainants are now advised to say  
and are informed that the proceeds of all said  
personal property & said collections have been



appropriated to the payment of other debts than the one herein sought to be recovered, and that there is now in the hands and possession of the said executor belonging to said estate the following described real estate, to wit:

24 The equal and undivided one half of the East half of the North East quarter of section Twelve in Township fifteen North in Range fourteen West (except a small portion of said tract included in a graveyard) also, the equal and undivided one half of the West half of the West half of the North West fraction quarter of section seven, in Township fifteen North in Range fourteen West (except ten acres out of the N.W. corner of said half quarter section of land); also the West half of the North East quarter of section Twentyfour in Township fifteen North in Range fourteen West - also a piece of land in the Town of Naples being twenty (20) feet front on the Illinois river and on water street in front of lot one in block thirteen in said Town with a stone house upon it: also Lot nine in Block thirteen in Naples; also seventy three feet front on water street on the south side of lot two in Block thirteen in the town of Naples running through East and West the length of said lot of the same width upon which is a dwelling house: also a piece of land fronting on the Illinois river & water street in Naples forty feet in width and ~~one~~ in front of the North half of lot five in block nine in Naples: also ten (10) acres of land in Pike County description not known, all of which as herein before stated are in the possession of said executor.

Your orators further represent that by said will it is provided that after the payment of all just debts the rest and residue of the estate should be divided between Jane McKee wife of said Jesse, and George McKee his nephew. - That Jane McKee widow

of said deed and married Hugh L. Sutherland and she the said Jane and her husband Sutherland have relinquished and by quit claim deed conveyed to the said Jesse McKee all their interest in said property and estate by means thereof they are not interested therein and are not a necessary party to this suit.

Since the making of said deed said by Sutherland wife to said Jesse McKee he the said Jesse has departed this life leaving Isabel McKee his widow but leaving no children. He left no mother living but he left a brother Samuel McKee, and his father the said Executor William McKee his heirs all of whom are residing in the State of Ohio, except the said father and are all necessary parties to this suit, and it is prayed that they may be so made parties hereto.

25 Your complainants now pray that said defendants may answer this Bill not under oath but fully, and that the said William McKee as Executor and defendant answer the following special interrogatories to wit:

1st. Is the said Estate of the said Jesse McKee the owner of the property herein before set forth as such and if so especially described the tract of ten acres situated in Pike County Illinois.

2nd Has or has not the said Sutherland wife retained all claim to said property as above stated to the said Jesse.

3rd Is not Jesse dead and is not Isabel McKee his widow and Samuel McKee his brother and the said William his father the only heirs at law of said Jesse McKee.

4th. State whether the debts of said estate of Jesse McKee and that have come to his knowledge are not all paid except this now here sought to be recovered.

5th. State expressly what title if any you know

of or have been able to discover was in said Jesse McKee  
for the two twenty five tracts of land sold by said McKee  
to said McConnell Ormslee & Hensykel and to said  
Delahay at the time said deeds were made; and if  
said McKee had a title state the particulars thereof and  
acquire the same from William S. Hamelton, who  
was the Patentee of said land.

Your orators do now say that they are remedied  
in a court of law and they are necessarily forced to  
come into this court of equity to obtain a discovery  
from the said Executor as to the true state of the ac-  
counts between the estate of Jesse McKee and his  
creditors and heirs and said Executors, and as to  
who are the owners of said estate, and more es-  
pecially to discover what property or estate belongs  
to the estate of said Jesse McKee decedent out  
of which these complainants have a right to de-  
mand payments or paid demands, and to discover  
the title of said Jesse McKee decedent to said lots  
of land first herein mentioned the title of which  
was guaranteed by the said Jesse McKee as above  
stated.

Wherefore your orators pray that upon the  
final hearing of this cause a decree may be rendered  
against the said defendants for the sums paid for said  
lots of land for which said Jesse McKee had no good  
right as aforesaid, and for the interest therein, and  
that the <sup>said</sup> property of said estate and all other property  
hereafter to be discovered if any shall be discovered  
and if it shall be necessary to pay said sums so sought  
to be recovered be decreed to be sold and said debt  
be paid as aforesaid; and said complainant be  
paid as a part of this Bill an account of said claims  
and interest.

Your orators further pray that after the rendition

of said decedent the Master in Chancery of this Court may be authorized to sell so much of said estate hereinbefore set forth (all of which is in the County of Scott of said) as will be necessary to pay the sum decreed and costs and to convey the same to the purchasers by good and lawful deeds of conveyance.

Your orators pray all such other & further relief as to justice and equity belongs and his case may when heard require, and as in duty bound will pray.

Murray M'Connell &  
Halloway W. Vausyckel  
M. M'Connell Solicitor.

Murray M'Connell &  
Halloway W. Vausyckel  
vs  
Samuel McKee  
McKee & Isabel McKee

In Chancery  
Scott County  
State of Illinois.

27

Personally came Murray M'Connell and made oath that Samuel McKee and Isabel McKee two of the defendants in the above entitled cause are non residents of the State of Illinois and reside in the State of Ohio, wherefore he asks a summons in Chancery to the County of Scott, and that the expediency of this suit be published as in such cases by law is provided.

Sworn to and subscribed before  
me this 13 day of July A.D. 1849  
E. B. Kirby Clerk

M. M'Connell.

Account referred to in the foregoing Bill.  
Estate of Jesse McKee decedent  
To Murray M'Connell & Halloway W. Vausyckel  
for amount paid by M'Connell Ormsbee & Vausyckel  
on the 7th day of September 1837 for twenty  
feet of land bought of said McKee } \$150.00  
Interest to 7th Sept. 1849 being twelve years

at six percent per annum

324.00

An account paid by Delaney for 20 feet of  
 land to said McKee on the 5th of Dec 1847 as  
 per said herein referred to Complainants only claim } 150.00  
 Interest to 7th Sept. 1849 being 11 years and about  
 9 months } 100.73

\$ 1024.73

McCornel & Vausyckel cons.  
 Copy of the deed from Ormsbee & wife  
 to McCornel and Vausyckel referred  
 to in the Bill as evidence and made  
 a part of said Bill

Now all men to whom these pres-  
 ents may come that Joseph W. Ormsbee and Mary  
 J. his wife for and in consideration of the sum  
 of three thousand dollars to the said Joseph in  
 hand paid have this day and do by these presents  
 grant bargain and sell unto Murray McCornel  
 & Attorney W. Vausyckel and to their heirs & assigns  
 forever all their right title claim and interests  
 and property in and to the lots lands houses and  
 all real estate belonging to the firm of McCornel  
 Ormsbee & Co or to the said Ormsbee that he in  
 any way owns in connection with the said McCornel  
 & Vausyckel or either of them.

In testimony whereof the said Ormsbee & wife  
 have hereunto set their hands and seals this 24th day  
 of July 1839.

Signed sealed in  
 presence of me this 24th  
 July 1839 M. Eckelbamer

Joseph W. Ormsbee (Seal)  
 Mary J. Ormsbee (Seal)

State of Illinois } Personally come Joseph W.  
 Geo to County of } Ormsbee & Mary J. Ormsbee

his wife before me the undersigned an acting Justice of the Peace within and for said county who are to me personally known to be the identical persons who and in whose names the foregoing Deed of Conveyance was made executed and delivered and they then & there each of them acknowledged the said deed to be their voluntary acts and deeds for the uses and purposes in said deed contained, and the said wife being by me made acquainted with the nature content, & effect of said deed being examined by me separate and apart from her said husband when she acknowledged the said deed to be her free act and that she relinquished her right of dower in the lands and tenements in said deed mentioned without any compulsion from her said husband. At my own hand & seal at Naples in said county this 24th day of July 1839

M. Eckelbamer J. P. Seal

Copy of Deed from Jesse McKee  
and Jane his wife to McConnell Ormsby  
and Hansyckel referees and made a  
part of the Bill

This Deed made this twenty seventh day of September in the year of our Lord 1837 by Jesse McKee & Jane McKee his wife of the County of Morgan & State of Illinois, Witnesses that the said McKee & wife for and in consideration of the sum of four hundred and fifty dollars to the said McKee in hand paid by Murray McConnell Joseph M. Ormsby & Halloway Hansyckel all of the County aforesaid has this day and does by these presents grant bargain sell and convey to the said McConnell Ormsby & Hansyckel and to their heirs and assigns forever and to each of their heirs and assigns all and every part of the following described tract of land in the town of Naples in the County aforesaid and bounded as follows, to wit: beginning on the West side of Water Street in said town

immediately opposite to the South West corner of Lot  
number Six in block number nine in said town of Naples  
from thence North with the West line of said Street twenty  
feet from thence to the Secois river from thence down  
said river to a point opposite the place of beginning from  
thence East to the place of beginning. — That is to say  
the said McKee & wife grants, bargains & sells to the said  
McCormick and to his heirs and assigns forever the equal  
and undivided one half of said lot of land, and to the  
said Joseph W. Ormsbee and to his heirs and assigns  
forever the equal & undivided one fourth of said lot  
of land, and to the said Jousyehel and to his heirs  
and assigns forever the other equal & undivided one  
fourth of said lot of land.

30 Each and all of said persons to have & to hold  
the said lot of land and the appurtenances thereto  
belonging according to their several rights & intents  
aforesaid — the possession whereof is hereby deliv-  
ered to the said purchasers & to their heirs & assigns  
forever.

And the said Jesse McKee for himself & his heirs  
doth hereby contract covenant and agree to and with  
the said McCormick Ormsbee & Jousyehel jointly and  
with each of them severally and with their heirs & assigns  
and with ~~them~~ each of their heirs and assigns sever-  
ally that he has good right and lawful title to sell &  
convey said lot of land and that he is well seized  
thereof by a good and indefeasible title in fee simple  
and that the same is free from any incumbrance  
or dispute whatever, and that the said title to said  
lot of land in the said McKee will warrant and  
forever defend the same against all claims whatever.

In testimony whereof the said Jesse McKee and  
Jane McKee his wife have hereunto set their  
hands and seals the day and year first above

written.

Jesse McKee (Seal)  
Jane McKee (Seal)

Witness

John Edvine  
John D. Snider.

State of Illinois Morgan County ss.

Personally came Jesse McKee & Jane McKee his wife (both of whom are personally known to me to be the identical persons who and in whose name the foregoing deed is executed before me the undersigned an acting Justice of the Peace within and for said county and each of them acknowledged the foregoing deed (made by them to M McCormick J. M. Onuskie & H. W. Kausyckel for twenty five front of land opposite to Block No nine in Naples in said county) to be their free act & deed for the uses & purposes in said Deed mentioned. -

3) And the said Jane McKee wife of the said Jesse McKee being by me made acquainted with the contents nature and effect of said deed, and being by me examined separate and apart from her said husband as to her willingness to execute said deed at which time she the said Jane acknowledged that she executed said deed & relinquished her right of dower in and to the land in said deed mentioned fully & of her own will and without any compulsion or coercion from her said husband, or otherwise. -

In testimony whereof I have hereunto set my hand & seal this twenty seventh day of September 1837

John D. Snider J. P. (Seal)

Exhibits & evidence referred to & made part of the Bill.

The last Will and testament of Jesse McKee.

That William McKee will administer to my estate and do as here in directed, - that he shall <sup>sell</sup> and dispose of the stock of goods now on hand to the best advantage the same as I would have done myself during my life and whatever is policy to do in order to pay the demand



against said stock of goods. After paying all just debts against my estate my will is that the residue be divided Equally between my wife Jane & my nephew James McKee, and if the above mentioned stocks of goods need out standing debts after collected in shall not be sufficient to settle all just demands against my estate it is my wish that my administrator shall sell such of my real estate as he shall think most advantageous in order to pay such demands; it is my wish that the demand held by my brother William shall be paid first and Drim Cobbs second - the pony belonging to my estate I also bequeath to James & the sow horse Peter I bequeath to my wife - likewise all the household & kitchen furniture -

J. McKee.

Witness  
Charles Kinney  
James McCartney



32

State of Illinois Morgan County  
Court of Probate Justice of the Peace

Be it remembered that before me Matthew Stacy Probate Justice of the Peace within & for said county at my office in Jacksonvillle on the 10th day of December<sup>ad.</sup> 1838 personally appeared Charles Kinney & James McCartney the subscribing witnesses to the foregoing last will and testament of Jesse McKee deceased and upon being duly sworn by me say that they were present as witnesses and did see the said Jesse McKee sign his name to the instrument now produced & shown to them the said deponents purporting to be the last will and testament of said deceased, that the said will was executed and signed by the said testator on or about the 4th day of December AD 1836 that the said subscription was made in the presence of said deponents, and that said testator at the same time

declared the instrument so subscribed by him to be his last will and testament; whereupon the said deponents say that they signed their names as witnesses at the end thereof in the presence of & at the request of said testator; and that the said testator at the time of signing & publishing said last will & testament was of full age of sound mind and memory and not under any constraint and was in all respects competent to devise both real & personal estate.

Subscribed & sworn to before me this the 10<sup>th</sup> day of December A.D. 1838  
Mat. Stacy  
Probate Justice of the Peace  
James McCortney  
Charles Kennedy

State of Illinois Morgan County }  
Court of Probate Justice of the Peace }  
33.

I do solemnly swear

that this writing contains the true last will & testament of the within named Jesse McKee deceased so far as I know or believe, and that I will well and truly execute the same by paying first the debts and then the legacies mentioned therein so far as his goods & chattels will thereunto extend and the law charge me and that I will make a true and perfect inventory of all such goods and chattels rights & credits as may come to my hands or knowledge to the estate of the said deceased, and render a fair and just account of my executorship when thereunto required by law to the best of my knowledge and abilities so help me God.

(Signed) William McKee.

Subscribed & sworn to before me this the 14<sup>th</sup> day of December A.D. 1838  
Mat Stacy  
Probate Justice of the Peace

State of Illinois Morgan County }  
Court of Probate Justice of the Peace }

Matthew Stacy Probate Justice within & for said  
County do hereby certify that the foregoing pages contain  
a full true and complete copy of the last will & testament  
of Jesse McKee deceased as the same appears of record  
in the Court of Probate in said county of Morgan in  
Book A of wills on pages 49 & 50 and kept by the Probate  
Justice of said county.

Seal

In testimony whereof I have hereunto sub-  
scribed my name & affixed my seal of  
office at Jacksonville in said county this  
19th day of June 1849 Mat. Stacy  
Probate Justice.

The following is a copy of the deed from Jesse McKee  
wife to Mark W. Delahay referred to in Bill as evi-  
dence and made a part of said Bill.

34 This Indenture made and entered into  
this 5th day of December in the year of our Lord one thousand  
eight hundred & thirty seven between Jesse McKee & Jane  
his wife of the County of Morgan and State of Illinois  
of the first part and Mark W. Delahay of the County  
of Morgan and State of Illinois of the second part  
Witnesseth that the said Jesse McKee and Jane his wife  
the parties of the first part for and in consideration of  
the sum of Five thousand dollars in hand paid the  
receipt whereof is hereby acknowledged do hereby grant  
convey and confirm unto the said party of  
the second part his heirs and assigns forever the fol-  
lowing described lots or parcels of land situated  
lying and being in the town of Naples in the County  
of Morgan and State of Illinois and known and des-  
ignated as follows, to wit: as being the south half of  
lot (5) five in Block Six (6); also the south half of lot  
(8) Eight in Block (6) Six; also so much of lot (2) two  
in block (13) thirteen and described as follows,

commencing seventy four feet south of the North West corner of Lot (2) two in Block (13) thirteenth and running southward on Water Street forty feet, thence Eastwardly one hundred and sixty feet to an alley, thence southwardly by forty feet, thence one hundred and sixty feet Westwardly to the place of beginning; also so much of fractional lot of ground lying immediately in front of the North half of the South half of lot (5) five in block (9) nine in the town of Naples County and State aforesaid, commencing twenty feet north opposite from the South West corner of lot (5) five in block (9) nine & lying between Water Street and the Illinois river at low water mark in said town of Naples, and running northwardly on the West side of Water Street twenty feet thence Westwardly to the Illinois river at low water mark thence Southwardly twenty feet thence Eastwardly to the place of beginning; also so much of a fractional lot of ground lying between Water Street and the Illinois river & lying immediately in front of lots (1) one and (2) two in block (13) thirteenth & commencing opposite and sixty seven and a half feet south from the North West corner of lot (1) one in block (13) thirteenth & running South fifty two feet and one half on Water Street Southwardly, thence Westwardly to the Illinois river at low water mark, thence northwardly fifty two feet and one half, thence Eastwardly to the place of beginning, also so much of a fractional lot of ground as lies on the West side of Water Street in the town of Naples, County and State aforesaid as lies immediately opposite of the North half of lot four in block twenty, and commencing immediately opposite the North West corner of lot four in block twenty & running Westwardly to the Illinois river at low water mark thence Southwardly forty feet thence Eastwardly to Water Street thence northwardly forty feet to the place of beginning;

Together with all and singular the appurtenances thereto belonging or in anywise appertaining To have and to hold the above described premises unto

the said party of the second part his heirs and assigns  
forever; and the said Jesse McKee and Jane his wife  
do hereby covenant to warrant and defend the aforesaid  
premises unto the said party of the second part his heirs  
and assigns against the claim or claims of all & every  
person whomsoever do and will covenant and forever de-  
fend by these presents. In witness whereof the said  
parties of — have hereunto set their names & affixed  
their seals the day and year first above written.

Signed sealed & delivered  
in presence of  
J. W. Holloway E. B. Hubbard  
Jas. D. Snider

Jesse McKee (sub)  
Jane McKee (sub)

36  
State of Illinois }  
Morgan County }  
I, John D. Snider an acting Justice  
of the Peace within & for said county do hereby certifi-  
fy that Jesse McKee & Jane his wife whose signatures  
appear to the foregoing deed of conveyance and who  
are personally known to me to be the identical persons  
who signed the same this day appeared before me and  
have acknowledged that they had signed sealed and  
delivered the same as their free act and deed for the  
use and purposes therein expressed.

And Jane McKee wife of the said Jesse McKee having  
been by me made acquainted with the contents of  
said deed and being by me examined separately &  
apart from her husband acknowledged that she had  
executed the same and relinquished her dower to  
the premises therein conveyed voluntarily fully  
and without compulsion of her said husband.

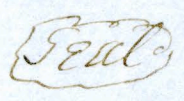
Given under my hand and seal this  
Sixth day of December in the year of our  
Lord one thousand eight hundred & thirty seven.

(Recorded Feb 7th 1838)

Jas D Snider J.P. (sub)

State of Illinois

Morgan County, I. Charles Hardin Clerk of the Morgan Circuit Court and Recorder ex officio of Deeds said County do hereby certify that the foregoing pages contain a true and perfect copy of a Deed made by Jesse McKee and Jane McKee his wife to Mark W. Delabay and recorded in my office in Book P. of Deeds pages 335 & 336 & numbered 6955.



In testimony whereof I have hereunto set my hand and affixed the seal of the recorder's office at Jacksonvill this the 19th day of June A.D. 1849. Charles Hardin Recorder ex officio.

The following is a copy of notice & Publishers certificate.

In the Circuit Court of Scott County Illinois 1849  
Murray McConnell & Holloway W. Vausykel  
vs & In Chancery

37 Wm McKee Isabella McKee & Samuel McKee

The defendants Isabella McKee & Samuel McKee are hereby notified that the complainants in this cause have filed their Bill of complaint in the Circuit Court of Scott County Illinois on the Chancery side thereof against the above named defendants, and a Summons has been issued thereon returnable to the September Term A.D. 1849 aforesaid Court - Not unless you shall be and appear before said court on the first day of said Term to be holden on the fourth Monday of September next and plead answer or demand to said bill the same will be taken as confessed and the prayer thereof granted July 18th 1849

M. McConnell Solr.

E. B. Kirby Clerk.

Jacksonville Sept. 17 1849

This is to certify that the appended Chancery notice in Scott Co. Cir. Court by M. McConnell & H. W. Vausykel vs. Wm McKee & others has been printed in the "Morgan Journal" a weekly newspaper published in Jackson-

Douville Ill. four successive weeks the first publication  
being on the 21<sup>st</sup> day of July, and the last on the 11<sup>th</sup> day  
of August A.D. 1849.

Wm. C. Sweet

Printed for \$3.50

Publisher &c.

Rec<sup>d</sup> Payment of M<sup>r</sup> McConnell

W<sup>m</sup> C. Sweet.

The following is a copy of the summons.

State of Illinois )  
Scott County )  
To the Sheriff of Scott County, Greeting;

38 We command you to summon William McKee  
Samuel McKee & Isabella McKee if they can be found  
in your county to be and appear before the judge of  
our Circuit Court to be holden at Winchester within and  
for the county of Scott on the fourth Monday of Sep-  
tember next to answer unto a bill filed and exhibited  
on the Chancery side of our said Court by Murray  
McConnell & Holloway W. Kingsgate complainants; and  
of this writ make legal service and due return  
at the time and place aforesaid.

Seal?

Witness Eliot B. Kirby clerk of our said  
Court in Winchester this 13<sup>th</sup> day of July 1849  
the seal of said Court being hereunto affixed  
E. B. Kirby Clerk.

On the back of which summons was  
endorsed the following:

"I have served the within writ by reading the same  
to the within named William McKee and by delivery  
a true copy of said writ to said William McKee  
this 13<sup>th</sup> day of July 1849

J. H. Flynn Sheriff S. C. Ills."

also

"I have cannot find the within named Samuel  
McKee & Isabella McKee this 13<sup>th</sup> day of September A.D. 1849 in  
Scott County.

J. H. Flynn Sheriff S. C. Ills."

The following is a copy of decree. -

Murray M<sup>c</sup>Connell &

Keelovay W. Kearsychild

vs

William M<sup>c</sup>Keel Samuel

M<sup>c</sup>Keel & Isabella M<sup>c</sup>Keel

In Chancery

39 This day came the said complainants and it appearing to the court that the defendant Samuel M<sup>c</sup>Keel & Isabella M<sup>c</sup>Keel were non-residents of the state of Illinois at the commencement of this suit, and that process had been issued herein against them and returned not served, because they could not be found in this Scott County; and it further appearing that process had been duly served upon the defendant William M<sup>c</sup>Keel, and that the said non-resident defendants had been duly notified of the pendency of this suit by a publication in the Morgan journal a public newspaper published in Morgan County, State of Illinois (it being the nearest newspaper published to the place of holding this court, and there being no newspaper published in this county) the first of which publication was more than sixty days before the first day of the present Term of this court and that the same was published for four successive weeks, and contained all the statute in such case required, and the said defendants W<sup>m</sup> M<sup>c</sup>Keel Samuel M<sup>c</sup>Keel & Isabella M<sup>c</sup>Keel being three times publicly called came not to answer the bill filed herein but therein failed and made default, wherefore the said bill is taken for confessed against said defendants.

And the court having heard the evidence on the part of the complainant which fully proved the truth of all the material allegations of said bill whereupon it was ordered and decreed by the court that the complainants recover of said defendants (the said W<sup>m</sup> M<sup>c</sup>Keel as executor of Jesse M<sup>c</sup>Keel deceased & his est law of said Jerome M<sup>c</sup>Keel deceased



and the other defendants heirs at law of the said Jesse McKee (and) the sum of One thousand and twenty four dollars & seventy three cents, and the property in the complainant's bill mentioned (and no other) or so much thereof as may be necessary be sold to pay the same which property is described as follows, and is to be sold in the order following to wit:

1st. The equal and undivided one half of the East half of the North East quarter of section twelve in township fifteen North of Range fourteen West except a small portion of said tract now enclosed by a fence in a grave yard.

2nd The equal and undivided one half of the West half of the North West fractional quarter of section seven in township fifteen North in range fourteen West except ten acres out of the North West corner of said half quarter section of land.

40 3rd A piece of land fronting on the Illinois river and water street in Naples in said county forty feet in width and in front of the North half of lot five in block nine in said town of Naples.

4th. A piece of land fronting on the Illinois river and water street in the town of Naples & county of said twenty feet wide on said street and river in front of the South half of lot one in block thirteen in said town and on which stood a stone house at the death of <sup>said</sup> Jesse McKee, and to the year 1849, when the same was thrown down by a steam boat on said river.

5th. Lot two in block thirteen in Naples whereon stands a dwelling house except seven feet off of the North side of said lot.

6th. Lot nine in said block thirteen in the town of Naples, in said county of Scott and state of Illinois.

7th. The West half of the North East quarter of section twenty four in township fifteen North in range

containing eighty acres or thereabouts.

It is further ordered and decreed that the cost of this suit shall be paid out of the proceeds of the sales of the property aforesaid, and said defendants or either of them shall not be personally liable or subject to pay any part or portion of the same sum of money decreed to be paid as aforesaid, except out of the property aforesaid or other property hereafter to be discovered that belongs to the estate of said Jesse McKee deceased, or did belong to the said Jesse McKee deceased in his life time, be the same in whatever county of the State of Illinois when discovered.

It is further ordered that the Master in Chancery of this Court sell said real estate at the door of the Court house in the town of Winchester after having advertised the same twenty days in three of the most public places in said county, and that he make deeds of conveyance thereof to the purchasers and report to this Court the manner in which he has executed this decree.

It is further ordered that the purchasers have immediate possession of said property after purchase and conveyance as aforesaid and be vested with all the rights of Jesse McKee deceased.

The following is a copy of the report.

Murray McConnell &  
Halloway W. Mansyokel

vs.

Miriam McKee Isabella  
McKee & Samuel McKee

In Chancery.

Joseph H. Berry Master in Chancery of the Scott County Circuit Court makes this his report in the above entitled cause, to wit:

In pursuance of the decree rendered at the September term of the said Court in said cause

he the said Master in Chancery advertised the several lots and tracts of land in said decree mentioned in three of the most public places in said county of Scott to be sold at the courthouse door in Winchester in said county on the 19th day of November 1819 and on said day at said place in pursuance of said advertisements he the said Berry proceeded to sell the said several lots and parcels of land each separately by the description and in the order in which they are set out in said decree and the tracts were sold to the following named persons for the sums following to wit:

1st The tract first in said decree named was sold to Murray M'Connell for the sum of four hundred dollars.

2nd The tract secondly in said decree mentioned was sold to Murray M'Connell for the sum of fifty dollars,

3rd - The tract thirdly in said decree mentioned was sold to Murray M'Connell for the sum of fifty dollars,

4th The tract fourthly in said decree mentioned was sold to Murray M'Connell for the sum of two hundred dollars

5th The tract fifthly in said decree mentioned was sold to Murray M'Connell for three hundred dollars.

6th The tract sixthly in said decree mentioned was sold to John Abbott for the sum of fifty five dollars.

7th The tract seventhly in said decree mentioned was sold to Murray M'Connell for the sum of ten dollars:

And the said M'Connell of New York having received from the said M'Connell the several sums of money for the several tracts of land to said M'Connell sold, and the said Abbott having paid to me the said sum of fifty dollars for the lot to him sold I proceeded to convey to each of said purchasers by deed in fee simple the said lots of land by them so severally purchased.

With the money paid to me as aforesaid

I paid the cost of said suit amounting to the sum of \$11,52 1/2 - I retained for my fees the sum agreed upon by the said complainants & myself to wit - the sum of \$15.00 And the residue of said fifty five dollars I paid to the said complainants.

The interest and principal a paid sum of money decreed to be paid in said cause amounted on the day of sale to \$1053.25; and the total amount of said sale was, after paying costs \$1065.00, leaving a surplus of 21 1/2 cents after paying decem and costs.

All of which is respectfully submitted

Joseph H. Berry Master in Chancery.

43 which report being submitted and duly considered by the court the same is approved and was entered of record in said cause, - It is further ordered in pursuance of said decree in this cause that the said purchasers have immediate possession of said several tracts of land so to them sold and the rents and profits thereof from the day of said sale

The following is a copy of the advertisement of the real estate ordered to be sold in the foregoing decree.

### Sale of Real Estate.

In obedience to a decree rendered at the September Term of the Circuit Court at St. Louis of Seate County Illinois the undersigned will sell at public sale to the highest bidder for cash in hand at the door of the court house in Winchester in said county on the 19th day of November next between the hours of 9 o'clock A.M. & 5 o'clock P.M. of that day the following real estate situate in said county, to wit:

The equal undivided half of the East half of the North East quarter of section 12 Township 15-

North of Range 14 West except a small portion of  
said tract now included by a fence in a grave-yard.

The equal and undivided one half of the West  
half of the North West fractional quarter of section  
7 Township 15 North Range 13 West except ten acres  
out of the North West corner of said half quarter section of land.

A piece of land fronting on the Illinois river and  
Water Street in Naples forty feet in width and in front  
of the North half of lot 5 in block 9 in said town of Naples.

A piece of land fronting on the Illinois river and  
Water Street in the town of Naples twenty feet wide on said  
Street and river in front of the South half of lot one  
in block thirteen in said town and on which stood  
a store house at the death of Jesse McKee and to the  
year 1849 when the same was thrown down by a  
Steam Boat on said river.

44 Lot 2 in Block 13 in Naples whereon stands a  
dwelling house except seven feet off of the North and  
Side of said lot - Lot 9 in Block 13 in the town  
of Naples - The West half of the North East quar-  
ter of section 24 in Township 15 North Range 14  
West containing 80 acres or thereabouts

Said property will be sold without redemption  
and the purchaser or purchasers will be entitled  
to the immediate possession of the same - said  
property sold at the suit of Murray McConnell  
vs. following W. Vausykel against William McKee  
Mabel McKee and Samuel McKee

October 25<sup>th</sup> 1849

Joseph H. Perry  
Master in Chancery Scott Co. Mo.

- and the said McConnell now avers that in said suit  
such proceedings were had as that all the rights interests  
and claims to all and each parcel of property in this  
Bill mentioned, and all the rights in this bill attempted

to be set up, and again litigated were then decided and a decree was then in said suit in this court rendered; that all of said property now here claimed was liable to be sold and should be sold to pay the debts of the said Jesse McKee dec'd in the place & stead of passing to the said Jesse McKee the legate under will and all of said property in this present bill mentioned was sold under said decree, all of which will more fully appear by reference to the record and proceeding of said suit now remaining of record in said court.

And the said McCornell now avers that said decree and sales were at the commencement of this suit and still are in full force and effect not reversed annulled or in any manner vacated; all of which said McCornell is ready to verify & prove by the record &c, wherefore said McCornell says the said complainants are and of right ought to be barred from presenting  
45 this their said suit &c.

Murray McCornell."

The following is a copy of complete  
Replication filed in said cause on the  
14th Oct. 1854 to the foregoing answer and  
Plea, viz: —

In the Circuit Court of Seate County State of Illinois  
October Term 1854

David A. Smith Adm. of the estate of Jesse McKee dec'd  
Jesse McKee Jr. infant without guardian who  
lives by the said David A. Smith his next friend, com-  
plainants,

vs. by the Chancery

Holladay W. Kausgabel John Lee John Abbott  
and Murray McCornell defendants

For replication of ~~defendants~~ complainants  
by leave of court to answer of John Lee and plea of  
Murray McCornell two of the defendants in this case

Complainants say that said answer and plea averally are untrue evasive and insufficient, and that the bill of complainants is true, and they will prove it so.

David A. Smith coun of HC. as above  
for himself & solicitor of James McKee jr.  
Huckeste October 14th 1854 "

The following is a true copy of the  
demurrer of Cept. Vausyckel filed in said  
cause 8th April 1853, viz: -

"David A. Smith Administrator of James McKee deceased  
and James McKee junior;

vs & In Chancery

Murray McConnell Holloway W. Vausyckel

John Lee and John Abbott.

Of the Scott County Circuit Court of the April  
term of said court in the year 1853

46 The said Holloway W. Vausyckel one of the de-  
fendants in the foregoing cause comes in proper person  
and says that the said complainants for anything that  
appears in the bill in chancery filed herein ought not  
to have and maintain this action said bill and the  
things therein contained being insufficient to enable  
said complainants to have and maintain this suit,  
and the said Vausyckel now here sets down the fol-  
lowing causes of demurrer, -

1st. Said Administrator has no power to join with  
the heir at law in a petition to sell the lands of the heir;  
or has the administrator any power to file a bill in  
chancery against any person touching the title to  
land belonging to the heir at law or to the estate.

2nd. - The only power the administrator has over the land  
of the intestate estate of which he is administrator is  
the right under the statute to pray the court to sell them  
to pay debts, and he has no power to file this bill for

the objects prayed

3<sup>rd</sup> - It appears by said bill that all of said lands have been sold by decree in chancery against the estate and the heirs of the said decedent of which this complainant is administrator and which decree is in full force and effect not reversed or set aside; and this bill, and the prayers thereof, are in direct opposition to the rights under said decree.

4<sup>th</sup> - If the heir at law has "good title" to said land as alleged in this bill and affirmed in the order of the county court there set forth then the administrator has no power over the land except to obey said order and sell said right. He has no power to file a bill either with or without the heir to settle or quit the title to said land.

5<sup>th</sup> - It appears by said bill that the decedent was a non-resident before and at the time of his death - It does not appear that the Probate Court had any power to appoint  
47 Smith administrator but could only grant letters to the public administrator.

6<sup>th</sup> - This court has no power under this bill in the name of the administrator and heir to grant the prayer of the bill or to go into an examination of the title to the lands. - Because of all of which, and because of other defects appearing upon the face of the bill this defendant prays said bill be dismissed -

Halloway W. Vausyehel

Friend in common - D. A. Smith Adm. & C.  
James McKee Jun. by his next  
friend & solicitor D. A. Smith.

The following is a copy of a stipulation  
filed in said case 6 April 1855, viz:

" In the matter of D. A. Smith administrator of James  
McKee decedent, and as next friend of James McKee  
Junior son of said decedent; against Murray McCombe  
Halloway W. Vausyehel John Lee & John Abbott. In



Chancery in the Scott County Circuit Court — The following facts are agreed upon, —

Jesse McKee was the owner of the property, in controversy; at his death he willed said property to Jerome McKee, after providing that his debts were to be first paid, W<sup>m</sup> McKee was appointed executor of Jesse McKee deceased and he went into possession of his father's estate both real and personal. This property remained in his possession until after the death of Jerome McKee which happened in the month of April 1849. This Jerome McKee left a widow but no children at the time of his death, but left one brother surviving him.

In July 1849, suit was brought against the executor of Jesse McKee deceased in the Scott County Circuit Court, to which suit this brother and the widow of Jerome McKee then deceased were made parties. This was a suit in Chancery to recover a debt against the estate of Jesse McKee deceased, and to subject this property in controversy to the payment of said debt. — The executor of Jesse McKee was regularly served with process, & the other defendants being non-residents, were regularly brought in by publication. At the September Term 1849 of the Scott County Circuit Court the bill in said cause was taken for confessed, and proof was made of the claims against the estate of Jesse McKee deceased, and a decree was regularly entered for the demand claimed against said estate, and said property ordered to be sold. This decree is in full force and effect at this time — Under said decree the Master in Chancery of Scott County on the 19th day of November 1849 sold said land, and the different defendants herein bought different parts of said property. On the 14th day of November 1849 this Jerome McKee Junior was born in the State of Ohio and within legal time after the death

of his father Jerome McKee deceased; and this child now brings this suit and claims said property as the sole heir at law of said Jerome McKee deceased, and seeks to disregard the said decree and sale. - It is admitted that Smith as Administrator obtained the order of sale in the County of Scott as alleged in his bill. This cause is submitted to his Honor to be finally decided on the pleadings in the cause and on the foregoing state of facts, in vacation, as of this Term. Winchester April 6th 1855.

David A. Smith for himself & as next friend of Jerome McKee jr. & M. McCornel for himself and Solicitor for the other parts. - "

The following is a copy of the address referred to in the hereinafter copied decree, viz: -

49<sup>th</sup> Not in

1st. Sutherland & wife to Jerome McKee  
 This deed executed this 1st day of January A.D. 1848 by Hugh S. Sutherland and his wife Jane of the town of Perry in the county of Pike & state of Illinois parties of the first part; and Jerome McKee of the town of Rossville county of Butler and state of Ohio party of the second part, Witnesseth, that Jesse McKee late of the town of Naples & chief of the county of Morgan state of Illinois departed this life testate on or about the 5th day of December 1838 devising & bequeathing his estate real and personal as by the terms and provisions of his last will & testament to the said Jane Sutherland (late relict of said deceased) and to the said Jerome McKee - which said last will & testament was on or about the 12th day of December 1838 duly proved in the office of, and before the Probate Justice of the Peace of said county by William McKee as executor of the same - that said last will and testament has been duly recorded in said County - & is referred to as

pertaining to these presents - That the said William McKe  
and James M Lee of date have made a quit claim deed  
to certain real estate in the County of Des Moines & State  
of Iowa to the said Jane Sutphin - That mutual releases  
have of date been executed by & between the said  
William McLee & the said parties of the first part - And  
that the said party of the second part has paid in hand  
to the said parties of the first part the sum of two dollars  
(\$2.00) herein consideration of the premises the said  
parties of the first part bargain sell convey assign  
transfer set over & quit claim to the said party of the  
second part; So have and to hold him his heirs & assigns forever  
all the right title & interest of the said parties of the first  
part or either of them at law or in equity of in & to the estate  
of said deceased real personal or mixed or choses in ac-  
tion - in possession remainder or expectancy - the title to  
which was in the said deceased at the time of his death  
or which may have accrued in any way to his said ex-  
50 ecutor since the death of said testator - said real estate  
situate lying & being in the said State of Illinois, known  
designated & described as follows to wit:

On the county of Pike - Lot No. Eight (8) in Block No  
Eight (8) in the town of Pittsfield - with the exception of a piece  
out of the North East corner of said lot Twenty Six (26) feet  
in width north & south & Eighty (80) feet long from East to  
West - Ten acres (10) of land conveyed by William Watson  
& wife to the said deceased on the 28th of February 1838 the  
deed being of record in said county in volume twelve pages  
346, 347 & 348 is hereby referred to for a description of said land -  
Thirty (30) acres more or less of the South East quarter of  
the South West quarter of section eleven (11) in Township  
Four (4) South of Range Three (3) West of the 4th. P.M.  
being all of the South East quarter of the South West quarter  
of section eleven (11) aforesaid, except ten (10) acres bound-  
ed as follows - beginning at the North East corner of

said quarter quarter section running thence south twenty (20) rods - west eighty (80) rods more or less to the west line of said quarter quarter section thence north twenty (20) rods to the north west corner of said quarter quarter section & thence east to the place of beginning - & Lot No one (1) commencing at the south east corner of the east half of the south west quarter of section eleven (11) in Township Four (4) south of Range Three (3) West of the 4th P.M. running west eighty (80) rods - south twenty (20) rods east eighty (80) rods, & thence north twenty (20) rods to the place of beginning;

57  
In the county of Scott - the undivided half of the east half of the north east quarter of section twelve (12) in Township Fifteen (15) North Range Fourteen (14) West of the 3rd P.M. and the whole of the two following tracts of land the west half of the north east quarter of section twenty four (24) in the last aforesaid township and Range - & the south east quarter of the south west quarter of section nineteen (19) in Township Fifteen (15) North Range Thirteen (13) West of the 3rd P.M. & the following lot and parts of lots in Naples the Town of Naples town; Lot No nine (9) Block No Thirteen (13) the north half of lot No three (3) in block No thirteen (13) six (6) inches off of the south side of lot No two (2) in block No thirteen (13) running back the length of the front building on lot No three (3) in block No thirteen (13) - thirty three and a half feet (33 1/2) off of the south side of lot No. two (2) in block No. thirteen (13) - and twenty feet in width of ground lying between Water Street & the Illinois river, and immediately in front of the south half of lot No one (1) in block No thirteen (13) commencing 4 1/2 feet seven and a half feet south of the south west corner of Water & Morrow Streets and running south twenty (20) feet - said twenty (20) feet of ground being in front of said line of twenty feet (20) & between Water Street & the Illinois river on which is situated a frame stone house at present occupied by Royal Moore & Co.

and in the said County of Morgan, the undivided one fourth (1/4th) of the East half of the North West quarter of section Ten (10) and the North East quarter of the South West quarter of section (10) in Township Fifteen North of Range Twelve (12) West of the 3rd P.M. And for more particular description of the real estate herein conveyed or intended to be conveyed, and to supply any omission or correct any mistake that may be made in this conveyance reference is had & made to the title papers recorded and unrecorded of said deed and this <sup>said</sup> executor.

In testimony whereof we hereunto set our hands & seals date first above & the words "party of the second part" underlined on first page before execution of this.

Signed sealed & delivered } Hugh L. Sutphin (Seal)  
in presence of Nathan } Jane Sutphin (Seal)  
Razzy J. K. Cleaveland }

52 State of Illinois }  
Pike County } et. This day appeared before the undersigned a Justice of the Peace in & for said County Hugh L. Sutphin his wife Jane Sutphin well known to me to be the identical persons named in & who executed the foregoing deed and acknowledged the execution of the same on the day of its date for the uses & purposes therein expressed, — And the said Jane Sutphin having been examined by me separate and apart from her said husband and made fully acquainted with the contents & legal effect of said deed acknowledged that she executed the same voluntarily & freely without any fear threats or compulsion of her said husband nor for the purpose of relinquishing her dower of in and to the estate mentioned in said deed — but for the purpose of conveying all her right title and interest of in and to the same, and that she does not wish to retract

Given under my hand & seal this first day of January ad  
1848 J. K. Cleaveland J. S. Cook

State of Illinois } I John J. Colcord Clerk of the County  
 County of Pike } ss. do hereby certify that John K. Cleveland whose signature in his  
 own proper hand writing with which I am familiar  
 appears to the foregoing and attached certificate was  
 at the time of signing the same Justice of the Peace  
 of January 20<sup>th</sup> 1848 an acting Justice of the Peace  
 duly elected qualified and commissioned, and that  
 as such full faith and credit should be given to all  
 his official acts, and that the act so done & certified  
 by him is in accordance with the laws of the state  
 of Illinois. Given under my hand & seal of said  
 County at my office in Pittsfield this twenty  
 second day of October Anno Domini 1852  
 John J. Colcord Clerk

53  
 Wm M  
 2<sup>nd</sup> Deed from Wm McKee Exr &c to Jerome McKee.  
 " Thomas Jesse McKee late of the town of Naples  
 and then of the county of Morgan and state of Illinois  
 departed this life testate on or about the 5<sup>th</sup> day of Dec-  
 ember 1838 by his last will and testament devising  
 and bequeathing his estate real & personal after the  
 payment of his debts to Jane Sutphin late relict of  
 said deceased, and the undersigned Jerome McKee  
 which said last will and testament was on or about the  
 12<sup>th</sup> day of December 1838 duly proven in the office of  
 and before the Probate Justice of the Peace of said County  
 by William McKee as executor of the same, and has  
 been duly recorded in said County, and is referred to  
 as pertaining to these presents - and whereas also on  
 the day of the date of these presents the said Jane  
 Sutphin and her husband by a quit claim deed have  
 conveyed to the undersigned Jerome McKee all their  
 right title and interest either at law or in equity  
 of in and to the estate of said deceased real and  
 personal or mixed or choses in action - which

deed contains a full description of said real estate and is referred to as pertaining to these presents - and whereas also on a full and final settlement of date by & between the parties to these presents it is ascertained that there is a balance due to the undersigned William McKee as executor as aforesaid amounting to the sum of twenty four hundred dollars (\$2400.00) for the payment of which the undersigned Jerome McKee has executed to the undersigned William McKee in his personal right his bond at one days date.

Now in consideration of the premises the said William McKee bargains sells conveys & signifies transfers sets over and quit claims to the said Jerome McKee To have and to hold to him his heirs and assigns forever all the right title and interest of him the said William McKee as executor as aforesaid either at law or in equity of in and to the estate of said deceased real personal or mixed or choses in action in possession remainder or expectancy, the title to which was in said deceased at the time of his death or which may have accrued in any way to him the said William McKee as executor as aforesaid since the death of said testator - said real estate is situated in the counties of Pike, Scott, and Morgan in said state of Illinois and for a more particular description of which reference is had and made to the said quit claim deed of &c as aforesaid - and to the title papers recorded or unrecorded of the said deceased and the said executor.

The said Jerome McKee hereby constitutes and appoints the said William McKee his attorney in fact for him and in his name and to his use and benefit to sell and convey on such terms as to him the said William McKee may seem meet and proper the said <sup>or to lease or to farm let the same or any portion of the same</sup> real estate or any portion of the same, and to sue for collect receive sell or compound as to him the said

William McKee may seem best and most expedient Party  
of the outstanding claims or demands due to him as  
Executor as aforesaid - he faithfully & fully to apply  
any monies that may come into his hands from the  
premises to the payment of said bond and the in-  
terest thereon to accrue until the principal and in-  
terest be fully paid and extinguished if the proceeds in  
the premises be sufficiently productive - if not as  
far as the same will go. - Any surplus monies in the  
premises to be paid by the said William McKee his  
Executors or administrators to the said Jerome McKee  
or assigns - The said William McKee covenants and  
agrees to & with the said Jerome McKee his executors  
administrators or assigns to render to him or them  
from time to time as they may be need or as he or  
they may require full just and true accounts of his  
actings and doings in the premises - he the said William  
53- McKee to make no charge for any personal service  
he may render in the premises - but he is to be re-  
imbursed any monies that he may expend in his at-  
tention to the premises by reason of any fees of coun-  
sel or officers of court, or making conveyances of said  
property.

In testimony whereof we hereunto set our hands &  
Seals this 1st day of January A.D. 1848

William McKee (sd)  
Jerome McKee (sd)

State of Illinois /  
Morgan County /  
This day appeared before the un-  
dersigned Clerk of the County Commrs. Court within  
and for said County William McKee & Jerome McKee  
and known to me to be the identical persons named  
in and who executed the foregoing and attached deed  
power of attorney and agreement, and acknowledged  
the execution of the same on the day of its date  
for the uses and purposes therein expressed.



(S.S.) Intestimony whereof I have set my hand and  
affix the Seal of said Court at Jacksonville  
this 5th day of January @ 1848.  
J. Heslep Clk."

Not in  
56  
Deed from M. McCormel wife to James McKee.  
" Know all men to whom these presents may  
come that Murray McCormel and Mary his wife for  
in consideration of the sum of one dollar to said  
McCormel in hand paid have this day & do by  
these presents sell remise release & foreve quit claim  
unto James McKee and to his heirs and assigns foreve  
all their right title claim and interests in and to the  
Equal undivided one half of the East half of  
the North East quarter of section twelve in township  
fifteen North of Range fourteen West, called the  
Atelusion farm - This deed is intended to convey  
all the interest in said tract of land purchased  
by Charles Collins of Jesse McKee on the 22nd of  
day of Oct. 1838 but excluding any interest that  
said Collins that day purchased of Solomon Beach

Intestimony whereof the said McCormel & wife  
have hereunto set their hands & seals this 31st day of  
July in the year 1848. M. McCormel (S.S.)  
(S.S.)

State of Illinois  
Morgan County J<sup>r</sup> Joseph Heslep Clk of the  
County Corrus. Court of said County of Morgan  
do certify that Murray McCormel whose signature  
appears subscribed to the foregoing deed of conveyance  
and who is personally known to me to be the identical  
person described in and who executed the same  
this day personally appeared before me, and acknowl-  
edged that he had signed & executed the same as his  
free and voluntary act and deed for the uses & purposes

therein expressed.

In testimony whereof I have set my hand and affix the seal of said court at Jacksonville this 31st day of July 1848  
J. Hestep clk.

4th Dec from McConnell & wife and Tracy & wife to Jerome McKee. —

" This deed made and entered into this 31st day of July 1848 by Munday McConnell and May his wife of the County of Morgan and State of Illinois, and Holloway St. Vaughel and Jane his wife of the County of Scott and State of Illinois of the first part; & Jerome McKee of the second part. Witnesses, that the said parties of the first part for and in consideration of the sum of one hundred & fifty dollars to them in hand paid by the said Jerome McKee have this day and do by these presents grant bargain & sell to the said McKee and to his heirs and assigns forever all and every part of the following described tract or lot of land situated in the town of Staples in the County of Scott in the State of Illinois and being part of lot number two in block number thirteen in said town and bounded as follows, to wit: beginning seven feet south of the south west corner of said lot, from thence running southerly on the line of said lot forty feet, thence easterly on a line parallel with the lines of said lot to the east end of said lot to an alley, thence northerly forty feet, thence westerly on a similar parallel line to the place of beginning. Together with all the rights and privileges to said land belonging and the said parties of the first part for themselves and their heirs do hereby contract and agree to & with the said McKee and his heirs and assigns forever that the title to said lot of land they will warrant and forever defend.

In testimony whereof the said parties of the

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just part have hereto set their hands & seals this day  
and your just herein above written.

M. McConnell (Seal)

Mary McConnell (Seal)

Halloway W. Vausyckel (Seal)

Jane L. Vausyckel (Seal)

State of Illinois }  
Morgan County }  
I Joseph Heslep Clerk of the County  
Commissioners Court within & for said County do certify  
that Mummy McConnell whose signature appears subscribed  
to the foregoing deed of conveyance and who is personally  
known to me to be the identical person described in and who  
executed the same this day personally appeared before me  
and acknowledged that he had signed and executed the  
same as his free and voluntary act and deed for the  
uses and purposes therein expressed.

(L.S.) In testimony whereof I hereto set my hand  
and affix the seal of said court at Jack-  
sonville this 31<sup>st</sup> day of July A.D. 1848

J. Heslep CLK

58  
State of Illinois }  
Morgan County }  
I personally appeared before the un-  
dersigned J. Heslep Clerk of the County Comm. Court  
within & for said County of Morgan Mary McConnell  
wife of the aforesaid Mummy McConnell and being by me ex-  
amined separate and apart from her said husband, &  
the contents of the aforesaid deed by explained to her  
acknowledged that she had signed and executed the  
same as her free and voluntary act and deed for  
the uses and purposes therein expressed, and that she  
done so without persuasion or compulsion of her said  
husband and do not wish to retract the same.

(L.S.) In testimony whereof I hereto set my hand & affix  
the seal of said court at Jacksonville this 23<sup>rd</sup> day  
of August A.D. 1848 J. Heslep CLK.

State of Illinois. This day appeared before the undersigned  
Scott County J<sup>ps</sup>. a justice of the Peace in & for said County  
Halloway W. Vausyehel and Jane L. Vausyehel his wife well  
known to me to be the identical persons named in and  
who executed the foregoing deed & acknowledged the exe-  
cution of the same for the uses and purposes therein ex-  
posed. — And the said Jane L. Vausyehel having  
been examined by me separate and apart from her said  
husband and made fully acquainted with the con-  
tents and legal effects of said deed as she avowed  
that she executed the same voluntarily & freely without  
any force threats or compulsion of her said husband  
and not for the purpose of relinquishing her own  
of in and to the Estate mentioned in said deed, but  
for the purpose of conveying all her right title and  
interest of in and to the same, and that she does not  
wish to retract. —

59 Given under my hand & seal this fifth day of  
August A.D. 1848. John Linkins J<sup>s</sup>. (Seal)

The following is a copy of the final  
decre herein, viz: —

"David A. Smith Administrator of Jerome McKee sen  
dec<sup>d</sup> & Jerome McKee jun<sup>r</sup> by his next friend David  
A. Smith, complainants. —

vs by In Chancery.

Halloway W. Vausyehel John Lee  
John Abbott & Murray McConnell, defendants,

On this 9th day of October 1855 came the  
complainants Smith in propria person as administra-  
tor and next friend of dec<sup>d</sup>. as aforesaid, and the defen-  
dants by their solicitor M. McConnell — At the last  
Term of this Court this cause was submitted to the  
Court for final hearing on the bid answer of  
John Lee, application thereto, & answer of Halloway  
W. Vausyehel, Plea of Murray McConnell, & dec<sup>d</sup>.

of a copy of the stipulation filed on the 6th of April 1855  
and the cause taken under advisement, - and  
the Court being now sufficiently advised of and  
concerning the premises doth order to adjudge & decree  
that the bill in this case be dismissed, but with-  
out prejudice as to complainant James McKee  
and that the defendants recover their costs by  
them expended in this cause of the said com-  
plainant, - From which decree appeal was prayed  
to the next Term of the Supreme Court on bond of  
David A. Smith only in the penalty of \$100.00. condi-  
tioned as to the conditions - and which mode of appeal  
was consented to by the solicitor of the defendants which  
bond was forthwith executed. "

The following is a copy of the appeal  
bond in said cause, viz: -

60. " Know all men by these presents that I David A.  
Smith of the County of Morgan and State of Illinois  
am held and firmly bound unto Holloway W. Van-  
syckel John Lee John Abbott J. Murray McComel  
in the penal sum of one hundred dollars for the  
payment of which well & truly to be made I bind  
myself my heirs executors and administrators  
firmly by these presents. Sealed with my seal &  
dated at Winchester this 9th day of October Anno  
Domini one thousand eight hundred & fifty five.

The condition of the above obligation is such  
that whereas on the 9th day of October 1855 the obligor  
in this bond recovered a decree against the said David  
A. Smith as administrator of James McKee sen-  
ior & next friend of James McKee jun. before  
the Judge of the Circuit Court within and for the  
County of Scott State of Illinois in a suit brought  
by the said David A. Smith as administrator & next

found affe as a found against the said obliges  
in this bond for cost of suit from which decree the  
said David A. Smith as Administrator & next friend of  
ye as a found has appeared to the Supreme Court  
of said State 2nd Grand Division at the next Term  
of the same that may be holden on ye - Now if  
to said David A. Smith as adm. & next fri  
as a found shall pay & satisfy what sum there  
has been or may be rendered in the premises then  
this obligation to be void otherwise to remain in full  
force & effect.

David A. Smith (S)

Taken & entered into before me at my  
office this 9th day of October 1855  
John M. Clark.

61. State of Illinois }  
Scott County } I John M. Clark of the Circuit  
Court of said county, do certify that the foregoing  
pages contain a true perfect & complete copies  
of the original Bill, Answer, Plea and amendments ther  
to, replication to answer and plea, stipulations filed  
in the cause and found as filed them, so far  
as the same remains of record and on file in  
my said office.

Witness my hand and the seal  
of said Court here attached at my  
office in Vincennes this 24th day  
of November A.D. 1855.

John M. Clark.

Clubs for \$18.60

From the Supreme Court of the State of Illi-  
nois. 2nd Grand Division December Term 1855.

David A. Smith adm. of David M. T. &  
Jeram M. T. June, by his next friend said Smith Appellants

vs } In Chancery Appeal from Scotch  
Attorney McLeannan, Ballanay W. Vansyckel  
John Lee & John Abbott Appellants

And now come the said Appellants severally,  
& assign the following errors in the Record & pro-  
ceedings aforesaid

1st That the Court below dismissed the  
Bill of appellants:

2nd That the Court below did not grant  
the relief prayed for specifically in said Bill.

3rd. That the Court below did not decree  
that the Appellants respectively should pay  
the rents & profits of items of property by them  
occupied & allow for any permanent & valuable  
improvements by them made, wherefore the  
D & Smith solicitors for  
appellants.

D. A. Smith the executor  
of the & become etc -  
The same by his  
next friend  
vs } Appeal, Scotch,  
W. McLeannan  
W. W. Vansyckel  
John Lee & John  
Abbott

W. W. Vansyckel

John Lee & John Abbott

W. W. Vansyckel

John Lee & John Abbott

John Lee & John Abbott