

Plead before the Honorable John Reynolds one of the Justices of the State of Illinois at a Circuit Court (in Chancery sitting) holden at Belleville within and for the County of St. Clair at the Court house there on the second Monday of November of the year of our Lord Eighteen hundred Twenty and of the Independence of the United States of America the forty fifth —

Be it remembered that on the sixth day of September A. D. Eighteen hundred and fifteen that John Pimm did out his original writ of Ejectment and Subpoena ag^t James Waine Davidson & Guy Bryan & William Morrison by the name style and description of Bryan & Morrison, which writ is in the words and figures following to wit.

Illinois Territory See The United States of America,

To James Waine Davidson, Guy Bryan & William Morrison, Their Counsellors, Attornies Solicitors & Agents. Greeting

Whereas John Pimm by his Petition to the Honorable Jesse B. Thomas Judge of the first Circuit of the Illinois Territory sitting, as a Court of Chancery hath represented in the manner following, to wit, that sometime in the month of July in the year of our Lord Eighteen hundred and Eight your orator contracted with a certain James Waine Davidson to purchase of him four hundred acres of land in the American bottom near to the plantation of Colonel Bond in the County of St. Clair, which tract of land the said James (who your orator prays may be made a defendant to his bill of Complaint) claimed in right of his wife Polly Davidson as heir at law to Peter Zipp deceased that the said James agreed that he together with his wife would make and execute to your orator and his heirs for ever a title to the said land which should vote in him and his heirs as complete and ample a right and title as the said Peter Zipp had to the said land at the time of his decease in consideration whereof your orator agreed to pay to the said James Eight hundred dollars in the manner following, to wit, in the first place your orator was to pay what money he could conveniently spare at the time a deed of conveyance should be made to him for the said land, in the second place, he was to pay two hundred and twenty dollars for which the said land was then mortgaged to one George Lunceford, the remainder of the said Eight hundred dollars he was to pay on the first day of January in the year Eighteen hundred and Eleven, that a time and place was agreed upon for your orator and the said James and his wife to meet and complete the said Contract, that they did meet accordingly at the house of one Michael Miller in the said County, the said James bringing with him Jane Everett late widow of the said Peter Zipp deceased who claimed one third part of the said land, that the said James with Polly his wife together with the said Jane Everett as heirs at law to the said Peter Zipp deceased did make

execute

I execute and deliver to your Orator a deed of Conveyance for the said tract of land, (which deed your Orator prays may be taken as part of this his bill of complaint) That your orator who was entirely ignorant of what would be a good and sufficient conveyance in law to the said tract of land and believing that the said James, Polly and Jane had full power and lawful authority to sell and convey the same in manner before said, and that the said deed completely vested the fee simple of the said land in your orator as completely and amply as the said Peter Zipp could have done (in his life time) did on the day the said deed was executed pay to the said James three hundred and twelve Dollars part of the sum of eight hundred Dollars as aforesaid, and in a few days afterwards did pay fifty eight Dollars part of the said mortgage money that at the time of making the said deed it was agreed by and between the said James and the said Jane and assented to by your orator. That your orator should give his note to the said Jane for one third part of the said eight hundred Dollars in consideration of joining in the said deed of conveyance as heir at law to the said Peter Zipp (deceased) as aforesaid, that on the third day of August in the year eighteen hundred and eight, your orator did give to the said Jane Execute his note for two hundred and sixty six Dollars which through mistake was made payable on the first day of January eighteen hundred and ten instead of eighteen hundred and eleven, the time agreed upon as aforesaid that sometime afterwards your Orator was informed and verily believes that the said Polly Davidson was sole heir to the said Peter Zipp deceased and at the time of making and executing the said deed was under the age of twenty one year, that the said Jane was not an heir of the said Peter but was only entitled to one third part of said land during her life as widow and executrix of the said Peter Zipp deceased and further that the said land is unimproved and never had been in the possession of your Orator. Your Orator further states that since the said Polly had arrived at the age of twenty one year he has frequently applied to the said James and the said Polly to join in making him a deed of conveyance for the said land, who utterly refused to comply unless your orator would agree to pay them five hundred and fifty Dollars, including that part of the mortgage money which is unpaid, to which your Orator would not consent.

But now it is, may it please your Honor that notwithstanding the said James agreed with your Orator to make or cause to be made to him a good and indisputable title to the said tract of land whereby the legal title should be vested in your orator in as complete and ample a manner as the said Peter could have done in his life time. And although the said Polly was under the age of twenty one year at the time of executing the said deed, and the said Jane was not one of the heirs as in the said deed expressed. Yet the said Jane (who is now dead) did on the nineteenth day of July in the year eighteen hundred and ten assign the said note to Joseph Hogan who did on the thirteenth day of January in the year eighteen hundred and eleven assign the same to Guy Bryan and William Morrison by the name Style and Description of Bryan & Morrison (who your orator prays may also be made dependants to this

(Bill)

Bill) and notwithstanding your Orator informed William Atcherson (before the last mentioned assignment) who acted as the Clerk and agent of the said Bryan & Morrison (and who purchased the said note for them), that he your orator would not pay the amount of the said note, it having been obtained from him in a fraudulent manner in this bill set forth as aforesaid Nevertheless the said Atcherson as Clerk and Agent of aforesaid did purchase the said note for the said Bryan & Morrison on which said note they did commence a suit against your Orator and in the General Court holden in Cahokia in September in the year Eighteen hundred and thirteen Your Orator confessed judgment for the amount of said note together with interest and costs with a reservation of Equity not being able to make defence in the said suit according to the strict rules of the common law which Judgment had not yet been Carried into Execution but your Orator is fearful that he will unless prevented by the interposition of this Honorable Court all of which actings and doings are contrary to Equity and good Conscience and tend to the manifest injury and Oppression of Your Orator." And prays a writ of Injunction and Subpoena in this behalf. And whereas the said Judge hath decreed that an Injunction issue upon the Complainant's entering into bond with Nicholas Jarrott his security as the Law directs, which said bond hath been filed in my Office. You are therefore strictly enjoined and commanded severally and each of you at your peril, to desist out from taking out Execution against the said John Perrin on the Judgment aforesaid. And you are further commanded, that all excuses set apart you personally appear before the Circuit Court in Chancery sitting to be held at Belleville for and within the said County of St. Clair on the second Monday of October next to answer in Chancery the Complaint of said John Perrin against you in the said Court exhibited Hereof fail not as you will answer the contrary at your Peril

Witness John Kay Clerk of our said Court at Belleville this tenth Day of September in the year of our Lord One thousand Eight hundred and fifteen and of our Independence the fortieth and for want of an official Seal hath put his private Seal.
 John Kay C. C. C. S. C.

Handwritten initials

at the end of which original Bill, in the following affidavit of the Complainant & the Judge's decree, to wit.

Illinois Territory, to wit, Personally appeared before me William Sprigg one of the Judges of the Territory of Illinois the within named John Perrin who being duly sworn deponeth and saith that the facts contained in the within and foregoing Bill so far as they depend upon his own Knowledge are true and so far as depends upon the information of others he believes to be true —
 John Perrin son

Sworn and subscribed before me Aug^r 8. 1815
 Wm Sprigg

Illinois Territory to wit, An Injunction is allowed in the within Case upon the Complainant's entering into Bond (with Nicholas Jarrott Esq^r his security) conditioned as the Law directs.
 J. B. Thomas

The Clerk of the Circuit Court of St. Clair County

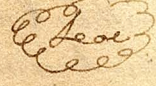
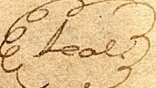
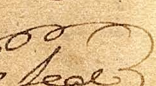
23 Aug. 1815

and thereupon on the Back of the aforesaid writ, the Sheriff has made the following return to wit, I have executed this writ as within Commanded and left the Copy of Bill with James W. Davidson Reuben Anderson Esq for John Kay's Shff.
 (Copy)

Copy of Deed of Conveyance

This Indenture made this thirtieth day of July in the year of our Lord one thousand eight hundred and Eight between James Waine Davidson and Polly his wife and Jenny Ewert late widow of Peter Repp deceased, sole heirs at law of the said deceased, all of Mountain Township of Blair County in the Indiana Territory of the one part and John Perrin Senior of Cabot's Township of the County and Territory aforesaid Witnesseth that the said James W Davidson & Polly his wife and the said Jenny for and in Consideration of the sum of eight hundred dollar lawful Currency of the United States to them in hand paid by the said John Perrin Sr at or before the enclosing and delivery of these presents the receipt whereof they do hereby acknowledge, Have and each of them hath granted bargained and sold aliened, enfeoffed, and confirmed, and by these presents do and each of them doth grant bargain and sell alien, enfeoff and confirm unto the said John Perrin Sr his heirs and assigns for ever, all that certain tract or quantity of land being lying and situate in Eagle Township, in the aforesaid County & Territory containing four hundred acres, being an Improvement right granted by an act of congress and confirmed to the said Peter Repp deceased by Governor A. H. Blair, bounded in the manner following to wit, beginning at a Stake S. forty five W. One hundred and twenty perches to a Stake, thence S. forty five E. Sixty perches to a Stake, thence S. forty five W. two hundred & fifty one perches to a Stake, thence N. forty five W. two hundred perches to a mulberry tree, thence N. forty five E. three hundred & sixty one perches to a Stake Together with all rights members and Appurtenances to the said tract or quantity of four hundred acres of land, above described belonging or in any way appertaining thereto, And the and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Claim Property Possession, and Demand whatsoever either at Law or in Equity or otherwise now or hereafter of them the said James W Davidson & Polly his wife & the said Jenny and to the said tract of land above described and premises and every part and parcel thereof with the Appurtenances To Have and To Hold, the said tract tract or quantity of four hundred acres of land and premises and every part and parcel thereof with the Appurtenances to the said John Perrin Sr his heirs and assigns to the only proper use and behoof of him the said John Perrin Sr his heirs and assigns for ever and the said James W Davidson & Polly his wife and the said Jenny for themselves and for each and every of their heirs Executors and Administrators do hereby covenant promise and agree to and with the said John Perrin Sr his heirs and assigns by these presents that the said James W Davidson & Polly his wife and the said Jenny and each and every of their heirs & assigns all and singular the said tract or parcel of land within described and its Appurtenances to the said John Perrin Sr his heirs and assigns for ever against themselves the said James W Davidson and Polly his wife & the said Jenny Ewert and their and each and every of their heirs and assigns and against all and every other person or persons claiming or to claim whomsoever do and shall warrant and forever defend by these presents In witness whereof the said parties have hereunto set their hands and seals at Mountain Township aforesaid on the day and year first above written.

Signed sealed & deliv
in presence of
John Perrin Junr
John Whiten de

James W Davidson 
mark of
P
Polly Davidson 
mark of
F
Jenny Ewert 

Mountain 2 August 1808 Then received of the within named John Pemin N. the
said sum of Eight hundred Dollars being the full Consideration money within mentioned to be paid
to us; we say received by us.

Witnesses
John Pemin Jun.
John White side

James W Davidson
made of
Polly Davidson
made of
Jonny Evett

Indiana Territory Starbuck County

See

Be it remembered that on the second day of August 1808 person
-ally came and appeared before me the subscriber a Justice of the Peace for said County, the
within named James W Davidson & Polly his wife and Jonny Evett who acknowledged the within
Conveyance to be their and each of their voluntary act and deed and as such desired the same
might be recorded, the said Polly wife of the said James W Davidson being first separately and
examined from her said husband freely and voluntarily consented thereto without any
Coercion or Compulsion. In testimony whereof I have hereunto set my hand and seal the day and

Recorded in Book B pages 449 following,
the 14th Feb'y 1809.

Wm White side Seal

John Hay Recorder

At which day, came the said Complainant by his Counsel, and on his motion it is
ordered that the defendants file their answer to this the Complainant's bill with the
Clerk of this Court on or before the first day of February next or the next day taken
for a holiday on motion of the Complainant by his Counsel, a decree is
awarded to him to take depositions before any Justice of the Peace in the Territory and
that this cause be continued to the next term. At which day to wit, on the second Monday
of June Eighteen hundred and sixteen came the said Complainant by his Counsel and
on his motion the defendants are ruled to file answers thirty days before next term
and leave is granted either parties to take depositions before any single Justice of the Peace
on giving legal notice of time and place, to which day the cause is continued. At which
day to wit, on the second Monday of October of the year last aforesaid, on motion of
Plaintiff's Counsel the defendant J. W. Davidson is ruled to file answer by the 1st of February
next and leave is granted to either parties to take depositions before any single Justice of the Peace
on giving legal notice of time and place and that the cause be continued to the next term.
At which day to wit on the second Monday of July of the year Eighteen hundred & seventeen this
Cause was continued to the next term. At which day to wit, on the second Monday of
November of the year last aforesaid, the cause is continued to the next term. At which day
to wit, on the fourth Monday of March of the year Eighteen hundred & Eighteen, came the said
Complainant by E. H. Kane his Counsel, and on his motion it is ordered that the bill be
taken pro confesso against J. W. Davidson and thereupon on motion of William Mason
the defendant's attorney the order yesterday is set aside; Judgment to be made by consent
and leave to amend Bill, and copy of the Amended Bill to be served on said J. W.
Davidson and William Mason or their attorney by 3 Monday of April next, the said
defendants to wit, William Mason & James W Davidson to file answers by next term to
the Amended bill, by consent the Counsel of Guy Bryan shall be permitted to file
his answer without oath by denying any knowledge of the transaction. which Amended
Bill is in the words following being added to the Bill; "and the Complainant also prays

Prays that said Davidson maybe compelled to refund the money he has received as aforesaid
and pay the amount of the note given to Mrs. Everett together with the Interest & Damages which, in
Consequence he ought to receive & cancel all the obligations & notes aforesaid. And thereupon
the Cause is Continued to the next term. At which day to wit on the fourth Monday of the month
of November of the year last aforesaid, and thereupon at the request of the Bar all suits pending
in this Court are Continued to the next term. At which day to wit on the second Monday of
June Eighteen hundred and Nineteen, Came the said Complainant by his Counsel, and thereupon
it is ordered that the Defendants answer the Bill within ten days and the Clerk to give a copy
thereof to D. Blackwell and that the Def: Guy Bryan be permitted to answer without oath
as to his denying any knowledge of the transaction, and it is further ordered that depositions
may be taken on giving legal notice &c. and the Cause be continued to next term.
At which day to wit, on the second Monday of November of the year last aforesaid. Came the
said Complainant by his Counsel. And thereupon it is ordered that the Injunction be dissolved
and leave to amend and rule to answer before next term, Bryan & Morrison to answer
without oath, to which day the Cause is Continued. At which day to wit on the second Monday
of June Eighteen hundred and Twenty, this Cause among others was continued generally, except
to the next term. At which day to wit, on the second Monday of November of the year last
aforesaid Came the said parties by their Counsel, and the answer of Morrison filed in office before
the term is in the words following to wit: The several answers of Guy Bryan & Morrison one of the
Defendants to the Bill of Complainant of John Perrin Complainant. This said Defendant now
and at all times hereafter saving and reserving to himself all and all manner of benefit and
advantage of exception to the manifold Errors, uncertainties and imperfections of and in the said
Complainant's said Bill of Complaint, for answer thereto, this Defendant solemnly swears
that he was the sole acting partner in the said Illinois Territory of the firm of Guy Bryan
& William Morrison known, Called & doing business under the name & style of Bryan and
Morrison at the time and times in the said Bill set forth, the said Guy Bryan living and
residing in the City of Philadelphia in the State of Pennsylvania that this Defendant transacted
and all the business of said in the Illinois Territory as aforesaid, or cause it to be done, as well
the transaction to which the Complainant's Bill of Complaint refers, as others, and that the said
Guy Bryan hath therefore not any knowledge touching the said transactions except where he might
have obtained of the General Matters of said firm through this Defendant This Defendant further
swears that he hath no knowledge of nor was he any way concerned in the proposed contract between the
said John Perrin the Complainant and Lemuel Waine Davidson nor of the purchase of the tract of land
nor how nor under whom it was claimed nor how much was to be paid therefor, nor how to be
paid nor when, nor for what Cause, or what Contract, nor for what Consideration the said
Complainant made his said note to Jane Everett or order, nor how much the said Com-
plainant was to give for said tract of land; nor whether Polly Davidson was the sole heir of
Peter Zipp deceased nor whether she was then under the age of twenty one years This Defendant
admits it to be true that the said John Perrin did on the third day of August in the year one
thousand Eight hundred and Eight make & execute and deliver unto Jane Everett (whom your
cretors is informed therefore admits to be true is now dead) his certain promissory note of
hand of that date, payable to the said Jane Everett or order for the sum of two hundred and sixty
six dollars in specie, for value received and payable on or before the first day of January
one thousand Eight hundred and ten, which said note this Defendant is advised, then was and
now is what is called a negotiable note, under the laws of the then Indiana Territory, then
in

in force, to wit, then in the County of Saint Clair aforesaid. This Defendant further saith, that from the note aforesaid, it appears, and he therefore admits it to be true, that the said note, then after to wit, on the nineteenth day of June in the year one thousand Eight hundred and nine, the said Jane Everett to whom and to whose order the said note was then made payable, did assign to one Joseph Hogan the said note of hand. That the said Joseph Hogan afterwards, to wit, on the thirteenth day of January in the year one thousand eight hundred and ten, for value received of Bryan & Morrison by an assignment of that date ^{under} ~~made~~ his hand, on the back of said note, assigned the said note (to wit, that of appearing to have been paid by said John Perrin) to said Bryan & Morrison. This Defendant denies that he knew at that time or at any other time that said note was originally obtained from said John Perrin fraudulently or that such information was given to him, or to William Atcherson who then acted as Clerk of Bryan & Morrison at Cahokia - nor if at any time before the said note was assigned to said Bryan & Morrison. That the said Bryan & Morrison are innocent purchasers, and no party to the fraud charged in said Bill. And this Defendant is advised that if there had been fraud between the said original Payee Jane Everett, and James Wayne Davidson practiced upon said John Perrin (which this Defendant doth in no way admit) yet that such fraud in cases of this kind in notes negotiable, cannot by law effect the interest or operate to the injury of innocent purchasers, no way concerned in said fraud, purchasing for a valuable consideration and without notice of such fraud. This Defendant doth admit, that Bryan & Morrison brought suit on said note against the said John Perrin, in the General Court for the County of St. Clair and Illinois Territory and that such proceedings were had thereon that Judgment was rendered in their favor at the September term one thousand eight hundred and thirteen for the sum of three hundred and ten dollars & sixty six cents, and that they would have proceeded to collect the same by execution, had not the injunction of one of the Judges of this Honorable Court restrained them therefrom. Without that that any other matter nothing in the said Complainant's said Bill of Complaint contained material or effectual in the law for this Defendant to make answer unto and is not herein or hereby traversed or denied confessed or avoided, in true.

All which matters and things this Defendant is ready to aver, maintain and prove as this Honorable Court shall direct and humbly prays here to be dismissed with his reasonable costs by him in this behalf most wrongfully sustained.

Attempted for safe
Bryan & Morrison

William Morrison being duly sworn on his oath, saith that the matters of fact contained in the foregoing three pages, as ^{stated} from his own knowledge are true and those stated from the information of others he believes are true.
 Wm Morrison.

Sworn to and subscribed before me
at Kaskaskia August 14. 1816.

Wm Bennett J.P.

(Invocation 25 Aug. 1817 was filed the following demurrer). to wit:
The demurrer of James W. Davidson & Guy Bryan two of the Defendants to the Bill of Complaint of John Perrin Complainant. The said Defendants by Protestation not confessing nor acknowledging all or any of the matters and things in and by the said Bill set forth and complained of to be true in manner and form as the same are therein and thereby set forth and alleged saith he is advised by his Counsel that there is no matter or thing in the said bill contained good and sufficient in law to call these Defendants in question in this Honorable Court for the same but that there is good cause of demurrer thereto and therefore these Defendants doth

demur

8) Demur, thereto and for cause of Demur these defendants say that the Complainant's said Bill (in case the allegations therein contained were true which these defendants in no sort admit) contains not any matter of Equity whereon His Court can ground any decree or give the Complainant any relief or assistance as against these defendants wherefore and for divers other errors and imperfections in the said Bill appearing these defendants do demur in law thereto and humbly demand the Judgment of this Honorable Court whether they shall be compelled to put in any further or other answer, to the said Bill and humbly pray to be hence dismissed with their reasonable Costs in this behalf wrongfully sustained. *Item means attorney for defendants*

And thereupon also in vacation last on 2^d July 1819. the following Demur was filed; to wit: The Joint Demur of Guy Bryan & William Morrison two of the defendants to the Bill of Complaint of John Primrose Junr. The said defendants by Petitions not confessing nor acknowledging all or any of the matters set forth in the Complainant's said Bill of Complaint to be true in such sort manner and form as the same are therein and thereby set forth and alleged, for answer to the said Complainant's Bill of Complaint these defendants do demur in law and for cause of demur say that it appears of the Plaintiff's own showing in his said Bill of Complaint that the said Jane Ewert sold to said Complainant one more than her right of dower to the six four hundred acres of land that is one third part then of during her natural life and in this manner and with this prospect of a title to said lands as devised from her he contracted with said Jane and with no other view or prospect, did he contract with her ^{for} said lands wherefore and for as much as the said Complainant's said Bill of Complaint doth not contain (as these defendants are advised) any matter of Equity sufficient to establish any right or demand against these defendants or either of them nor to draw them in issue in this Honorable Court touching the matters ^{complained} of in said Complainant's said Bill of Complaint and also for many other Errors and imperfections in the Complainant's said Bill of Complaint contained these defendants do demur in law thereto and humbly crave the Judgment of this Honorable Court whether they ought to make answer to the said Bill of Complaint and humbly pray to be hence dismissed with their Costs in this behalf wrongfully sustained. *Item means attorney for defendants. 2 H. P. 412.*

And thereupon the said last aforesaid defendants come and file the said last aforesaid Demur in vacation before the last aforesaid term of November last aforesaid held on the 29th Sept 1820) demur. And the said Complainant hath filed the following Depositions, to wit: *Alena Territory, Kalamazoo County* In pursuance of a *cedimus potestatem* issued from the Circuit Court of the County of Kalamazoo aforesaid and Territory aforesaid dated the twentieth day of May instant directed to John Kay, a Justice of the Peace for and within the said County, to take the deposition of Nancy Biggs in a Suit now pending in the said Circuit Court in Chancery wherein John Primrose is Plaintiff and James W Davidson and Guy Bryan & William Morrison Merchants &c are Defendants on the part of the said Plaintiff. I John Kay a Justice of the Peace aforesaid have proceeded to take the following Deposition at the town of Belle Isle at the Clerk's office on Thursday the 21st instant between the hours of 9 O'clock in the forenoon and five in the afternoon to be read in Evidence at said Circuit Court in the aforesaid Suit now pending between the said parties according to the annexed notice. Nancy Biggs being duly sworn on the Holy Evangelists of Almighty God on her oath declared as she follows, to the following questions to wit.

- Q. Do you know the wife of James W Davidson one of the aforesaid Defendants?
A. Yes.
Q. What is her Christian name?
A. Mary I believe, but she goes by the name of Polly.
Q. What age is she at present do you know?

A. I first knew her when she was about 6 months old and that was about Christmas 1792
at the beginning of January of the year 1793 and I believe she will be twenty six by July or August
next.

Do you or do you ^{not} know the situation of widow Everett who married Thomas Jordan before she died

A I cannot tell
I want to be subscribed
before me at Belleville
this 21st May 1818 at 12
o'clock forenoon
John Kay

mark of
Nancy Biggs

Illinois Territory, St. Clair County, Ind. In pursuance of a dedimus Potestatem issued from the
Circuit Court of the County of St. Clair dated the fifth day of June instant one thousand eight hundred
and sixteen directed to any Justice of the Peace of Monroe County to take the depositions of
John Scott and John McDowell in a suit now pending in the said Circuit Court wherein John
Perrin is plaintiff and James W. Davidson and Bryan and Morrison defendants on the part of
the said plaintiff. I Alexander Jameson a Justice of the Peace for and within the County of Monroe
Aforesaid have proceeded to take the following depositions at my own home in Eagle Township on
the fifteenth day of June of this instant between the hours of noon in the forenoon and two o'clock
in the afternoon to be read in Evidence at said Circuit Court in the Aforesaid suit now pending
between the said parties according to the annexed notice. John Scott being duly sworn,
on the Holy Evangelist of Almighty God, in his Oath deposes and says that some time in
the year Eighteen hundred and Eight, more or less, that he seen an advertisement on the door of
Joseph Menegle in Cahokia signed by John Perrin, for warning all persons from trading for a
note given by Perrin to Jane Everett the mother of James W. Davidson

The amount of the note not recollects and this deponent saith not.

John McDowell being duly sworn on the Holy Evangelist of Almighty God on his oath
deposes and says that some time in the year Eighteen hundred & Eight, more or less, that he
saw an advertisement on the door of Joseph Menegle in Cahokia signed by John Perrin
for warning all persons from trading for a note given by Perrin to Jane Everett the mother
in law of James W. Davidson as the said Perrin considered the note was fraudulently
obtained. — and this deponent saith not.

Given under my hand & seal this 15th day of June 1818

Alex^r Jameson JP. (Seal)

Illinois Territory St. Clair County, Ind. In pursuance of a dedimus Potestatem issued from the Circuit
Court of the County of St. Clair in the Illinois Territory dated the 24th of June 1818 directed to any
Justice of the Peace in and for the County Aforesaid to take the deposition of
such persons as may be brought forward in a suit now pending in the said Circuit Court wherein
John Perrin is plaintiff & James W. Davidson & Bryan & Morrison defendants on the
part of said Plaintiff. I Quince Bryant a Justice of the Peace for and within the County of
Monroe in the Illinois Territory Aforesaid have proceeded to take the following depositions at my
office in on the 11th day of July between hours of 9 & 6 of the O'clock to be read in Evidence at said
Circuit Court in the Aforesaid now pending, between the parties Aforesaid according to the annexed
notice. Michael Heller being duly sworn on the Holy Evangelist of Almighty God

on his Oath saith that a certain note that was given by John Perrin then to Jane Everett was
given by the consent of James W. Davidson in part payment of a certain tract of land that the
said Perrin purchased of the said Davidson & this deponent further saith that
Shinnell being duly sworn on the Holy Evangelist of Almighty God on his oath saith that he knew
Jane Jordan formerly Jane Everett to be in dishonoring Circumstances before at all the time of
her

10/
 the death in respect of property of any soul, and that she was even destitute of a Comfortable
 substance & further this deponent saith not. John Perrin Junr. being
 duly sworn on the Holy Evangelist of Almighty God on his oath saith that a certain note that was
 given by John Perrin sent to Jane Everett was given by the Consent of James W. Davidson
 in full payment of a certain tract of land that the said Perrin had purchased of the said Davidson
 & further this deponent saith not.

Given under my hand and seal this 11th July 1818

Guy Bryan
 Justice of the peace

Seal

And thereupon the Demurrer in this case being withdrawn
 and the separate answer of William Morrison being filed and by consent the same answering
 considered the answer of Guy Bryan also, It is considered ordered and decreed by the Court
 that the injunction heretofore granted in the cause and dissolved be reinstated and made perpetual
 and each and every note in the Complainant's Bill of complaint be null and void as being obtained
 fraudulently and without consideration. And it appearing to the Court that since the dissolution
 of the injunction the plaintiff at Law proceeded to collect upon the judgment at law by Execution
 the sum of four hundred & ninety two dollars & sixty nine cents, it is ordered adjudged and decreed
 that the said Perrin do recover from the said Guy Bryan & Wm. Morrison the sum of four hundred
 and ninety two dollars and sixty nine cents together with his costs about his trial in Chancery
 expended and that he have Execution for the same. And thereupon the said Defendants by their
 said Counsel pray that they may appeal from the Judgment of the Court here do as aforesaid
 rendered on their giving bond and security according to the Statute in such case made and pro-
 vided within thirty days and thereupon the said Defendants Guy Bryan & Wm. Morrison
 tender here to the Court James Tuomy as their security whom the Court accepts and which
 Bond is filed

Amount of costs of Complainant \$125.84
 do of Defendants — 3819 \$40,177/2

State of Illinois, I John Hay clerk of the Circuit Court of the said County of St. Clair, do
 St. Clair County, hereby certify, that the foregoing ten pages, contain a true transcript of the papers and
 Proceedings of the aforesaid suit of John Perrin Complainant against James W
 Davidson and Guy Bryan & Wm. Morrison Merchants, &c —

In Testimony whereof I have hereunto set my hand and seal
 of said Court at Belleville this tenth day of October A. D.
 Eighteen hundred & twenty one and of the Independence of the
 United States, of America the forty sixth.

John Hay



102

Supreme Court

Guy Bryan &
Wm Morrison

John Davidson

And now at this term that is to say at the December term 1822 of the said Supreme Court with the said Bryan & Morrison say that in the record proceedings aforesaid also in giving the judgement of record there is manifest error in this that said judgement was rendered against the said Bryan & Morrison in favor of the said John Davidson whereby the laws of the land said judgement ought to have been rendered for the said Bryan & Morrison and against the said John Davidson. The error is in that the said Bryan & Morrison were liable for the said Davidson for a defect of title in land conveyed to him by said Davidson. There is error also in this that the injunction being once dissolved and the plffs permitted to proceed with their judgement at law what the money could not be decreed to refund it. The decree is also erroneous as it regards the plffs but should have been against the said Davidson to refund the purchase money for land to which his title was defective. H. Starr for plffs

No decree against Davidson

The decree is also erroneous because said Bryan and Morrison could not be liable for the said Davidson for a defect of title in land conveyed to him by said Davidson. There is error also in this that the injunction being once dissolved and the plffs permitted to proceed with their judgement at law what the money could not be decreed to refund it.

No equity against Morrison & Bryan after payment of the money

The decree is also erroneous as it regards the plffs but should have been against the said Davidson to refund the purchase money for land to which his title was defective. H. Starr for plffs

and the said appellee says there is no error in the said record proceedings as assigned by the appellant

E. K. Starr for Appellee

Primer of Epigraphy
Darius the Great

per Bryan & Wm
Mason & W. Dandson

John Prim

filed Dec 29th 1821
J. M. Dandson
clerk
Lu

16

1821

22

108/15547

The People of the State of Illinois To John Hay Esq
 Clerk of ^{the} Circuit Court of St. Clair County Greeting
 Whereas in a certain plea Between John Primm Plaintiff
 & Guy Bryard & William Morrison & James Wain Davidson
 lately depending in the Circuit Court of said County
 of St. Clair Wherin Judgement was rendered for the said
 John Primm and against the said Guy Bryard William
 Morrison and James Wain Davidson and the ^{said} Guy Bryard
 William Morrison and James Wain Davidson did appeal
 from the Judgement of said Court rendered against him
 as aforesaid to the Supreme Court held at Vandalia on
 the second Monday of Decr 1821 and in pursuance of the
 appeal a transcript of the record and the proceedings in
 the plea aforesaid was transmitted And also whereas
 it hath been suggested on the part of the said John Primm
 that the said record has been committed in as
 much as the appeal bond hath not been sent up and
 for as much as the said Supreme Court are not satis-
 fied that there is a sufficient record sent in the plea
 aforesaid but in the record there is a diminution you
 are therefore hereby Commanided that without delay
 the said Bond thers you cause to be transmitted to
 the said Supreme Court to be held at Vandalia
 on the second Monday of Decr 1822 without any
 diminution or addition whatsoever to the end
 that speedy Justice may be done in the premises
 according to law wherof you are in noised to fail
 and send you then and there this Wit Witness
 James McDunearo Clerk of Supreme Court of
 the State of Illinois this 28th day of January
 1822 and his private seal

20

20

James McDunearo
 Clerk

3a

The Answer of John Hay Clerk of the Circuit Court of St. Clair
County, I do hereby transmit the bond within mentioned
annexed to this writ as I am within Comanded

John Hay

to the same Court
Guy Bryan &
Wm Morrison P
James Warden
as
John Prim
to St. Clair Co. C.

(16)

Know all men by these Presents that I Wil-
liam Morrison as principal and Samuel Turvey
as Surety are held and firmly bound unto John
Primm in the Penal Sum of One thousand
Dollars to be Paid to the said John Primm his
executors administrators or assigns to which
payment well and truly to be made we bind
ourselves each of our heirs executors and ad-
ministrators firmly by these presents sealed with
our seals and dated this fourth day of December
in the year of our Lord One thousand eight hun-
dred and Twenty. Whereas the above named
John Primm in a court of Chancery held at
Belleville in the County of St. Clair on the second
Monday of November before his honor John
Reynolds, obtained a final Decree for
and costs of Suit against
the said Wm. Morrison and one Guy Bryan from
which decree the said Morrison and Bryan have
duly appealed to the Supreme Court of the State
of Illinois: now the condition of this obligation
is such that if the said Morrison and Bryan shall
and do duly prosecute the said appeal to a final
hearing and decision in the said Supreme Court
then this obligation to be void otherwise

to remain and be in full force and effect-

Wm. Morrison
Seal

James Turney
Seal

Wm. Morrison
in Care of
Prison



30000
300

300^o

Morrison & Caravan

as
Prin

Complainant does not ask for a
decree against President & Morrison

Decree against B. & M. only

Blackston 2 v 423

Is there fraud in the bill.

does not pertain ^{equity} equity after the note
is paid

Marshall 1.457