No. 2975

Supreme Court of Illinois

John Sanders

vs.

Charles Sanders et al

(379) 7

Of the August Term of the
Marion Circuit Court for 1859

John Sanders
vs.
Charles Sanders
John A Sanders &
Enos Copple & Wife

Bill for Specific performance

Gentlemen Adm of Robert Sanders dec'd To the Hon R. K. S. Melvery Late Judge of the Joint Judicial Circuit in the State of Illinois in Chancery Sitting humbly complaining Shewth unto Your Hon Your Orator John Sanders that John Copple late of the County of Jefferson and State of Illinois was Seized in his lifetime and died Seized of the following described real estate to wit: N½ North half of the North West Quarter of Section Seventeen and a Strip off of the South Side of the South west Quarter of Section eight containing forty acres also the North West Quarter of the North East Quarter of Section Seventeen and the South half of the North west Quarter of Section Sixteen all in Township One (1) South of Range two (2) East of the 3d Pth in the Said County of Jefferson and State of Illinois - That the Said Copple Leaving Eleven heirs at Law among

[2770-1]

whom was Nancy Sanders formerly
Nancy Copper daughter of the said John
Copper died, that the Lands aforesaid descended
to the Legal heirs of the said Copper free
from incumbrance, that the said Nancy
Copper while sole had a bastard child
called and known by the name of Enos
Copper that the said boy is still a minor
under the age of twenty one years and
has no Guardian to the knowledge of your
Orator: that after the birth of the said
Enos the said Nancy intermarried
with one Robert Sanders and out of
which marriage Charles Sanders and
John A Sanders were born and are
now living and Minor heirs at Law
of the said Nancy & Robert Sanders and
the said Enos being a Minor heir at
Law of the said Nancy Sanders and
that during the lifetime and coverture
of the said Robert & Nancy. Your
Orator purchased and bought of the
said Robert & Nancy H.
undivided one eleventh of the above
described Lands the same being the
heirship interest of the said Nancy
in the Lands aforesaid of her said father
that at the time of said purchase your
Orator stipulated and agreed to pay to the

Said Robert and Nancy the sum of
two hundred dollars for their interest in the
said Lands and gave order charges that
he paid to the said Nancy at the date of said
purchase the sum of sixty dollars bond in
the 19 Sept 1847 and executed and delivered
to the said Robert his promissory note for
the sum of one hundred and forty dollars
payable on the first day of March 1848
and that two hundred dollars was the price
to be paid for said interest of the said
Nancy in the said Lands - that at the
time of buying of the said Nancy and
Robert Gove order bought the undivided
interests also of Eli Copper Phillip
Copper, William Lord William Copper
Oliver Gorman Jacob Copper Miles Saun-
ders heirs & the husbands of the heirs of the
said John Copper dead and took a joint
bond for a deed of their several interests in
said Lands the said Robert Husband of
the said Nancy also signing said bond
all of said parties binding themselves &
make a deed to Gove order for the said
Lands that it was not deem necessary
proper for the wives of the said obligors
to join in said bond for a deed nor
did they do so but Gove order charges

that the contract of sale was made by the wives & husbands jointly and in the case now before your honor the said Nancy Acord actually took and received the said sum of sixty dollars in part payment for the said interest in said land, that your orator at the date of said sale took possession of said lands and has by himself or tenants kept and maintained the possession of said lands from the time of purchase as aforesaid and does now hold and occupy the same and has made many & valuable improvements thereon since said purchase and that all the other parties to said bond have made deed to their said several interest to your orator and that but for the death of the said Robert and Nancy your orator would have received a deed from them for their said interest in said lands upon the payment of the said note of $100 which said note is now in the hands of Virgil Gribb

After the death of the said Robert Acord said bond is filed herewith and asked to be treated as a part of this your orator's bill of complaint. Your orator charges that he was ready and

willing on the first day of March eighteen hundred and fifty eight the date of the maturity of said Note and willing to pay the same upon the delivery of a deed to said Land but that the said Nancy died before the 10th day of December eighteen hundred and fifty seven and the said Robert died October 29th 1858 there being no person at the maturity of said Note empowered to make execute and deliver a deed as aforesaid to you after he has paid or refused to make payment of said Note to the address of the said Robert there never having been Letters of Administration taken out on the estate of the said Nancy or that on Fugit G Mott have been duly appointed and is now in the process of the Administration of the estate of the said Robert Sanders deceased, that the said Robert & Nancy both died in the said County of Monroe and that the said Administrator of the estate of the said Robert now resides and is settling the estate of the said Robert in Morgan County Illinois that the said Monroe heirs at law of the said Nancy are also residing in the said County of Monroe for whom you order pays the appointment

of a Guardian ad litem & This hon
Court for the purposes of this Bill
In consideration of the premises and
as your Orator has no adequate
relief in a Court of Law to the end
therefore that the said defendants be
made parties hereto and the said Minors
& Guardian and the said Adam in person
be required full true and direct answer
make to all the matters & things set
forth in this your Orators bill and that
upon a final hearing of the allegations
herein contained and upon the payment
to the Master in Chancery of the said
Sum of one hundred and forty dollars
reserved in said promissory note with
legal interest thereon from the first day
of March eighteen hundred and fifty
eight till paid and that upon such
payment the said Adam be decreed to
deliver said note to the Master in chancery
and be upon the payment of said principal
sum & interest to be decreed to deliver the
same to your Orator and make execute
and deliver to your Orator a deed of and
to the said interest in the said Lands
passing all the right title and interest
to your Orator and that the money to

be paid as the Collateral are on said Land to the said Mortgagee of him retained & paid over to some person who may be appointed as the Guardian of said Children and will pray him grant such other and further relief in the premises as to Justice appertains and as to your Honor shall seem meet and will pray the grant the people's writ of Summons to issue out of Chancery directed to the Sheriff of Marion County commanding him to summons the said Charles Landers, John A Landers Enos Coppie and Virgil Gribble Adm of Robert Landers dec'd to be and appear before this Honr court on the first day of the next term thereof to be holden at the Court house in Salem on the third monday in Sept 1829 and not depart without leave & but abide the order of the Court in the premises and do in all things touching over pray &c

John Landers per
Silas L Hogan & Co
Sol

John Landers
vs
Charles Landers & al

Bill for Specific performance

I do hereby enter myself
security for all costs that may
accrue in the above entitled cause and
acknowledge myself bound to pay the
same to the officers of the Court or to the
opposite party according to law
this 24th June 1829 Silas L Hogan (Seal)

L 9705-43

John Landers
vs
Charles Landers
John A Landers
Enos Cossler &
Virgil Gubb Admr
of Robert Landers dec'd

Bill for Specific
performance

Mr Clerk You
will please issue
the usual process
in this case returnable
to the August Term after
Morgan Circuit Court
for A D 1859
Direct Service & Copy
of Summons

Bryan & Schaffer
Solrs for
Compt

Filed July 1st 1859
A H Eagan Clk
By D O Chance Dft

SUMMONS.

Blanks of all kinds for Sale at the "Advocate" Printing Office, Salem, Ill.

State of Illinois, } SS. { The People of the State of Illinois to the Sheriff of said County,
COUNTY OF MARION. } GREETING:

WE COMMAND YOU TO SUMMON Charles Sanders, John A. Sanders, Enos Copple and Virgil Grubb admr

If to be found in your County, to appear before the Circuit Court of Marion County, on the first day of the next Term thereof, to be holden at the Court House, in SALEM, on the third Monday in the month of August next, to answer John Sanders in his Bill for Specific performance

and hereof make due return to our said Court as the Law directs.

WITNESS, H. W. Eagan, Clerk of our said Court, and the Official Seal thereof at Salem this 1st day of July A. D. 1859.

H. W. Eagan Clerk.
By J. C. Chance Dep'y

[2975-5]

No

August Term 1859

John Sanders

vs

Chas Sanders et al

Sum Aug 8/59

Summons

Serv on 9 mo
N. Coppie

serve by copy

Served by reading to Charles Sanders
John A. Sanders & Mrs Coppie & leaving at Grabb's
Geo. F. Ler
Serving copy
Milwaukee

$2 00
3 00
60
Serv 1.60
6.40
Rec 5.00
1.40

Fee & Mills Sheriff
By J. Jennings Deputy

John Sanders
vs
Charles Sanders
John A Sanders &
Enos Copple et al

August term 1859
Bill for Specific performance

The answer of P. P. H. Smith Gn.l ad litem for Charles & John A Sanders & Enos Copple Minor defts in the above cause for answer says, That he has carefully examined the bill & contract of sale filed in said cause that the Mother of said Minor being now the owner of said land or interest in said bill containing, and aside from the allegations in said bill, there is nothing to show that she ever contracted or sold her said interest If the allegations in said bill contained be true, he knows of no reason to urge, why the prayer of said Complt. should not be granted, But as s.d Gn.l ad litem is unadvised as to the truth of said allegations, he asks that said Complt. be held to strict proof of the same, And if the same should prove to be true, he then knows of no other reason to urge, but would ask that the interest of said minors interest be protected And having fully answered, he prays ~~that s.d~~ to be hence discharged with his costs &c

P. P. H. Smith Gn.l ad litem
for Minor Defts,

[3975-6]

342

Charles Sanders Pltff

ads

John Sanders

Answer of
Guardn ad litem

Fee $5 pd

Know all men by these presents that we Eli Copple sr Philip Copple Jacob Copple William Snow Olivr Garron Miles Sanders William Copple Robert Sanders

are held and firmly bound unto John Sanders of the State of Indiana in the sum of four thousand dollars to be paid to the said John Sanders his Executors Administrators or assigns to which Payment well and truly be made we bind ourselves our heirs Executors Administrators and each of them firmly by these presents sealed with our seals dated this 19th day of Sept 1859

The condition of the above obligation is such that if the above bound Eli Copple Philip Copple Jacob Copple William Snow Oliver Garron Miles Sanders William Copple and Robert Sanders their Executors Administrators do well and truly Make or cause to be made a good and lawfull deed unto the above named John Sanders their Right Title to the North ½ half of So. W. qr of sect seventeen containing 80 acres and strip of the south side of the southwest (¼) qr of sect 8 containing 40 acres & the So. W. (¼) qr of the So. E. (¼) qr of sect 17 containing 40 acres.

and the South (1/2) half of the S. W. (1/4) qr
of Sect. 16 containg 80 acres all in the Town
one South of Range two East in the county
of Jefferson and State of Illinois on or before
the first day of March 1858 then this obligation
shall be null & void otherwise to remane
in full force and virtue

Signed sealed and delivered
in the presents of
W. N. Sinclair

Eli Copple sen
Philip Copple
William Snow
William Copple
Oliver Gower
Jacob Copple sr
Robert Sanders
Mills Sanders

John Sanders
vs
Sanders et al
Bill in Chancery
for Specific Performance

Filed July 30th 1859
H McGaw Clk
By J O Chance
Depy

[2975-8]

John Sanders

vs

Charles Sanders et al

No 342.

2975

Chancery July 1st 1839.