

No. 8738

Supreme Court of Illinois

Nathan Dike, et al

vs.

James McVey

71641  7

Deeds and proceedings had and held in the
Richland Circuit Court and finally determined at the
May Special Term thereof 1854, in the case of

James M'Vey,

vs

Nathan Dyke Bill in Chancery

Jane Dyke &

Thomas Nettleton

In suit:

On the 8th day of September 1853 the Complainant
filed in said Court the following Bill of Complaint
to wit:

State of Illinois

County of Richland } ss.

To the Honorable Justice Hailan
Judge of the fourth Judicial Circuit
in the State of Illinois, comprising
the said County of Richland at
the September Term 1853, of
said County.

In Chancery setting.

Humbly complaining sheweth unto your Honor
your Petitioner James M'Vey of the County of Richland
and State of Illinois - that heretofore, to wit, on the
20th day of December in the year of our Lord one
thousand eight hundred and fifty one, your Petitioner
purchaser of one Nathan Dyke then of the County of
Richland and State of Illinois, a certain parcel of
ground viz: - the South half of the South Half of
the North West quarter of section, numbered ^{33, 34} Ten East,
intending to embrace and meaning all of that
parcel of ground viz: - commencing at the South East

corner of the North West quarter of said section
before named and Township and Range aforesaid, and
running 140 rods North and thence 160 rods West and
thence 40 rods South and thence 160 rods to the place
of Beginning, containing forty acres, lying and being
in the County of Richland and State of Illinois - in
consideration of which your Orator agreed to pay to the
said Nathan Dike, the sum of fifty dollars.

And your Orator would further show
unto your Honour, that the said Nathan Dike at the
time of the said agreement between the said parties at
the time and place aforesaid did make execute and
deliver to your Orator his certain instrument in writing
respecting the said sale and purchase conditions on the
payment by your Orator to the said Dike the said sum
of fifty dollars that the said Nathan Dike would
make to your Orator a good and sufficient ~~and~~ con-
veying the said premises described in the said instrument
of writing which is now herewith filed and made a
part of this Bill being designated as "Exhibit A,"
Your Orator would further represent that he is the
Grand son of the said Nathan Dike, and that the
said Nathan as such Grand Parent did at divers times
as well as other citizens and neighbours, that he
intended that your Orator should have and possess the
premises in question, and that he intended to give
your Orator a fair and easy opportunity to pay for it if
he did not conclude to give the same to your Orator
altogether which said conversation was prior to the ^{said}
said purchase of the said premises to your Orator by
the said Nathan Dike -

Your Orator would further show that that the said
Nathan Dike sickened and died on or about the

3^d day of January A.D. 1859, sises of the said described lands, leaving unsatisfied said instrument in writing which has then and there been filed for record and recorded in the Recorder Office of Richland County; - that the said Nathan Dike died leaving a widow Jane Dike and Nathan V Dike son and only heir at law of the said Nathan Dike deceased, and that before and after the said Nathan V Dike became the administrator of the said Nathan Dike's estate, your Orator acquainted the said heirs &c, of the said agreement between your Orator and the deceased when they refused to render to him satisfaction on the subject, notwithstanding your Orator's willingness, to comply with his part of the said agreement, and yet the said Nathan V Dike, Administrator &c, and Jane Dike widow &c, with notice and knowledge of the before mentioned facts, and circumstances in order to wrong your Orator, have pretending by conveyance by their Deed to one Thomas Kettleton of Richland County, and State of Illinois, the Sth & 3th Wth of the NW quarter of sec 33, T 4 N R 10 East 30 acres, being a part of the same parcel granted described in the said instrument in writing.

Your Orator further charges that the said Thomas Kettleton did connive with the said Nathan V Dike to wrong your Orator, and that the said Kettleton in order to wrong your Orator out of his just and equitable rights, and to possess himself of the said real estate did advise and urge the said Nathan V Dike to dispose of a part if not all of the said land.

Your Orator would further show that before filing of his said Bill ago since the said Nathan V Dike became the Administrator of the estate of the

said Nathan Dike deceased, that he to avoid the
trouble and expense of litigation called upon the said
Nathan V. Dike, Administrator of said estate and
demanded a compliance of the said agreement,
proffering to fully comply with his part of the said
agreement, and offering the said Nathan V. Dike in
lawful money the said sum of the agreement speci-
fied with a surrender and annul of the said
agreement, and whilst your Orator was then and
before ready and willing to comply with his part
of the said agreement, he is still and is now ready
to comply with his part of the said agreement
as aforesaid and your Orator hopes that such
his request would have been complied with.

But so it is may it please your Honour, that
the said Nathan V. Dike Administrator &c, Jane
Dike, Thomas Nettleton combining and confederating
with each other refuse to comply with your Orator
request. That the non performance of the said
Contract and sale made by the said Nathan Dike
deceased on the part of the said Nathan V. Dike
Administrator &c is a gross fraud upon the rights
of your Orator and against sound equity and
that the said Nathan V. Dike, Jane Dike and
Thomas Nettleton should be required by decree of
this Court at their proper costs to execute to your
Orator a deed to the said tract of land purchased
by your Orator as aforesaid.

Now therefore, and to the end that
the said Nathan V. Dike Admin^r &c, Jane Dike and
Thomas Nettleton may be made parties defendant
to this your Orator's Bill of Complaint now here exhib-
ited against them. — And that they may

annex severally the matters and things set forth herein, fully and particularly (their several Oaths in support of their said annex being hereby expressly waived) and on the final hearing of this Bill your Honour may order and adjudge and finally decree that the said Nathan & Luke Adm^r &c, Jane Dike and Thomas Melton specifically execute and perform to your Orator the said Contract of sale according to the true effect and force thereof and that the said parties defendants execute and deliver to your Orator within a short time to be fixed by your Honour a good and sufficient deed in fee for the said tract to wit: the South half of the South half of the North West quarter of section 33 T4 N. R 10 East, and that they may pay all costs attendant upon and incidental to this Your Orator's suit in this behalf, and that your Honour may grant all other and further relief in the premises that to your Honour seems meet, and consonant with Equity growing out of the Premises. &c. — and as in duty bound will ever obey &c.

James M'Vey

Complainant

Crossett & Preston }
Sols }
}

The following is a copy of Exhibit marked "A" referred to in Complainant's Bill
Know all men by these presents that I Nathan Dike of the County of Richland and State of Illinois am held and firmly bound unto James M'Vey in the penal sum of one hundred dollars lawful

money for the payment of which well and truly
to be made I find myself my heirs, executors and
Administrators, jointly and firmly by this present,
as witness, my hand and seal the 20th day of December 1851

The condition of the above obligation is such
that whereas the said James M^e Vay has this day
bought of the above bounden Nathan Dike one tract
of land, known as the South half of the South half
of the North West q^r. of sec. 33, in Township 4 North
of Range 10 East, containing 40 acres, lying in
the County and State aforesaid, for which the said
James M^e Vay hereby binds himself to pay to the
said Nathan Dike the sum of \$50, or before the
term of five years from this date.

Now if the said Nathan Dike shall make or cause
to be made a good warrantee deed in and to the
above ~~named~~ premises to the said James M^e Vay, upon
the payment of the above amount according to the
tenors hereof, then this obligation to be void otherwise
to remain in full force and virtue.

Nathan Dike Jr.

which said Bond was marked filed and recorded
in the back thereof in the words and figures to wit:

"Filed for record the 20th day of December 1851, M.B.
Snyder Clk." "Recorded the 24th day of December 1851
M.B. Snyder Clk."

Herewith to wit at the City of New York September
Term of the Richmond County Circuit Court, the following
proceedings were had and held, in said Court to wit:
James M^e Vay, }
vs } Bill in Chancery
Nathan Dike et al } Now at this day comes the

complainant by his solicitor and on motion it is
ordered that the said defendant answer herein by
Wednesday.

And afterwards to wit on the _____ day of
said term, the said Nathan V. Dike filed in said
Court the following answer to wit:—

James M^c Coy. }
vs } In Chancery
Nathan V Dike }
et. als. }

Nathan V. Dike one of the
defendants herein for answer to so much of com-
plainant's Bill as he is advised it is material to
answer, answering saith; that he is the Heir at
Law of Nathan Dike deceased and administrator
on the estate of said decedent. That this respon-
dent together with Jane Dike his mother did make
and execute a deed to Thomas Nettleton for one
half of the land set forth in complainant's Bill
known as the South 1/2 of the South West 1/4 of the
NW 1/4 of sect. 33 T 4 N. R. 10 East being so acres
That at the time of executing said deed this
respondent knew that said complainant preten-
ded to hold a bond or agreement purporting to have
been entered into by this respondent's father Nathan
Dike and on the 30th day of Decr. 1851. by
which agreement, ^{complainant} claimed that s^r Nathan Sr.
had agreed to make complainant a deed to
the land in complainant's Bill mentioned.
Respondent denies that said conveyance to Net-
leton was made by respondent for the purpose of

defrauding said complainant as charged in
bill of ^{1st} complainant. Respondent ~~and~~ ^{has} ~~alleges~~
alleges that said lands were entered by said
Nathan his father with a land certificate issued
by and under an act of Congress to said Nathan
Dike ^{by} for services rendered ^{by} him as a soldier in
the war of 1812 and that by ^{an} act of Congress
said Nathan Dike ^{is} could not sell said lands
nor could he enter into any contract or agreement
for the sale of any lands entered under said act
of Congress prior to the issuing of the Patent by
the General Government for said Lands.

This respondent insists that said supposed agree-
ment is null and ~~absolutely~~ void. That exhibit
A herewith marked as part of complainant's bill
was entered into for the sale of lands entered by
the said Nathan Dike ^{is} with a land warrant which
had issued to said Nathan for services rendered by
him as aforesaid, and that said pretended sale
or agreement to sell to complainant (set up in
^{1st} exhibit A.) was entered into if entered into
at all before a Patent had been issued by the
General Government to the said Nathan ^{for} said
lands and that it is therefore absolutely void.
Respondent denies that complainant ^{is} ^{valid son of} Nathan
Dike Jr.

This respondent further answer-
ing says that the pretended agreement (set forth
in exhibit A.) was fraudulently obtained by com-
plainant from ^{1st} Nathan Dike ^{is} at a time when
said Nathan Dike Jr. was so much intoxicated
that he did not know or comprehend what he was
doing and that said complainant knowing that
said Nathan Dike Jr. (at the time when it is pretended

by Com^{rs} that s^r Dike signed & exhibit A) was intricated and wholly incapable of transacting business fraudulently and compels Procureur said Nathan J^r to sign said exhibit A, without any consideration whatever.

Respondent states that said lands in exhibit A, are worth and at the time of said pretended sale were worth much more than the purchase money which complainant pretends he was to pay for the same Respondent ~~prays~~ ^{prays} that having fully answered he may be discharged with his costs and that your Honor grant such further relief in the premises as to Equity and good conscience shall require and as in duty bound respondent will ever pray &c.

Nathan V. Dike.

Afterwards to wit on said day of said Term the said Thomas Willeton files the following answer to wit.

James M. Veaz.

vs
Thomas Willeton et. als

Thomas Willeton one of the defend^{rs} to Complainant's Bill for answer to so much of Complainant's Bill as he is advised for material failure to answer, avouching saith: that he purchased of Nathaniel Dike and Jane Dike a part of the lands in Complainant's Bill mentioned: that he knows nothing of the sale of s^r lands by Nathan Dike to Complainant except from reports. That he purchased said land in good faith and with no

view or intention to defraud or injure Complainant, as charged in Complainant's Bill. Defendant fully answers asks to be discharged with costs.

Thos. Williston.

Afterwards to wit on the said day of said Term the following Replication was filed by said Complainant to wit.

In the Probate Circuit Court
September Term 1853. —

In Chancery

The Replication of James Mevey to the Complainant to the several answers of Nathan V. Deke James Deke and Thomas Williston Defendants. This repliant saving and reserving to himself all benefit of exception to the many errors and uncertainties in said answers complained for application to so much thereof as he is advised as is necessary to be replied unto, says that he is ready to aver and prove his said bill and the matters and things therein set forth to be true, certain and sufficient in Law to be answered unto and that the said answers of the said defendants and the matters and things alleged and therein set forth, are untrue uncertain and insufficient in Law to be replied unto, without this that there is any other matter or thing in said answers containing material or necessary to be confessed traversed excused or denied that is true wherefore that the said Complainant being now ready here to

~~prove~~
prove all such matters and things as this
Honorable Court may direct, the said Complainant
prays as in his said Bill he has heretofore
prayed.

James M^d Fay
Complainant

Constable & Preston
Shs.

Afterwards to wit on the day of said Term
of said Circuit Court the following order was made
to wit.

James Mc Fay

vs.

Mathew & Dickie chas.

} Chancery

Continued.

Afterwards, to wit at the May Special Term
of the said Michigan Circuit Court the following
proceedings & decree were had & made to wit:

James M. Daugh

v.s.

Nathan Dike Adm^r of
Nathan Dike dec^d - Jane

Dike widow of said decedent
& Thomas Nettleton

Now on this day the said complainant by Constable & Pustor his attorneys and the said Nathan D. Dike and Thomas Nettleton having filed several answers to complainant's bill, and the said complainant having replied thereto and the said Jane Dike failing to answer and making default therefore this cause is set down for hearing upon the bill answer replication & proofs having been taken for confessed as against the said Jane Dike, and this cause now coming on for a final hearing, it is proven to the Court that Nathan Dike executed and delivered the said bond in complainant's bill mentioned, and that the same was duly recorded on the direction of said Nathan among the land records of Richland County on the day of its execution, to wit on the 20th day of December 1851. That said Nathan Dike departed this life a few ^{months} ~~days~~ after the execution and delivery of said bond, that he was heard frequently before his death and before he obtained the soldiers warrant with which this land was entered, to speak, declare his intention if he got the warrant to let the complainant who was his wife's heirson, have forty acres of the land and give him an easy time to pay for it, that he was capable of transacting business when he executed ^{the} said bond and was not drunk, that the sale of the land to Nettleton of which twenty acres of that described in the bond was part, was after the death of the said Nathan and long after the recording of the bond aforesaid and that the said complainant and Thomas

The said sum of fifty dollars the consideration in
the bond mentioned to the said Nathan T. Dike ad-
ministrators, and demanded his debt before the
commencement of this suit and has followed up
said tender by paying the said sum of fifty dollars
now here into Court, and the said Nathan T. Dike
having offered in evidence the Patent issued by the
government of the United States to the said defendants
father for said land bearing date the first day of April
1852, showing that said land was granted for
military services rendered by the said Nathan
Dike and for which reason said defendant insists
that the bargain and sale of the same to the plaintiff
was null and void, being before the issue of said
Patent and contrary to the acts of Congress on that
subject which objection is considered by the Court as
insufficient. It is therefore finally ~~advised~~ con-
sidered adjudged and decreed by the said Court
that said defendants Nathan T. Dike and Thomas
Kellerton within ten days from the date hereof execute
and deliver to the said James M. Baigh, good and
sufficient deeds in fee simple for so much of the
said tract described in said bond of Nathan Dike
deceased as they were severally seized of at the
time of the filing of this bill that is to say, that
the said Nathan T. Dike execute and deliver to the
said James M. Baigh his deed for the South half
of the South East quarter of the North West quarter
of thirty three in Township four North of Range ten
East being twenty acres more or less, and that the
said Thomas Kellerton execute and deliver to the
said James M. Baigh a like deed for the South
half of the South West quarter ^{of the North West quarter} in said section

thirty three in same Township and Range all
situate in Kendall County and State of Illinois
and in default of them, so doing within said time
that Jacob Hoffman be and is hereby appointed
Special Master in Chancery to execute and deliver
unto the said James McVaigh a good and suf-
ficient deed in fees simple under this decree for
the lands in said Bond and bill mentioned
to wit the South half of the ^{of the South} West quarter of
section thirty three in Township four North of Range
ten East, in said County of Kendall and State
of Illinois, and containing forty acs more or less,
and that the title of the said James McVaigh under
said conveyance be forever thereafter held valid in
law as against the said Nathan & Dike and
Thomas Nettleton and all persons claiming by,
through or under them. It is further ordered
and decreed that the said defendants pay
all costs of this proceeding, ^{including} a fee of two dollars
and fifty cents to the said Special Master in case
of the execution of a deed as herein provided by
law.

The following is a copy of the Patent offered in evidence
by said Nathan & Dike and referred to in the above
Decree - to wit:

The United States of America to all
to whom these presents shall come greeting, Whereas
in pursuance of the act of Congress approved September
28th 1851 entitled "An act granting bounty land to
certain officers and soldiers who have been engaged
in the military service of the United States". Grant

No 15725. for 80 acres issued in favour of Nathan
Dike Junior Private in Captains Kuro and Angerson
in Angersoll's Companies New York Militia for Services
Mar of 1812 has been returned to the General Land Office
with evidence that the same has been duly located
upon the South Half of the North West Quarter of
Section thirty three in Township four North of Range
ten East in the district of lands subject to sale at
Palestine Illinois containing eighty acres according to the
official Plat of the survey of the said Land returned
to the General Land Office Now therefore that
therefore granted by the United States unto the
said Nathan Dike Junior the tract of land above described
to have and to hold the same tract of land with the
appurtenances thereof unto the said Nathan Dike Junior
and to his heirs and assigns forever.

In testimony whereof I Millard Fillmore President
of the United States of America have caused these letters
to be made Patent and the seal of the General Land
Office to be hereunto affixed.

Given under my hand
at the City of Washington the First day of April
in the year of our Lord one thousand eight hundred and
fifty two and of the Independence of the United States
the Seventy sixth.

By the President - Millard Fillmore

By M. P. Fillmore Secy -

E. S. Wray Recorder of the General Land Office

State of Illinois }
Richland County }

I, M. B. Snyder Clerk of the
Circuit Court in and for the County of Richland
and State of Illinois do hereby certify the foregoing
is a true copy of the proceedings had in said cause
in the said Circuit Court, and of the Papers therein filed.

In testimony whereof I have
hereunto set my hand and
affixed the seal of said Court
this Seventh day of July
the 1854.

M. B. Snyder Clerk

It is agreed by the parties in this case that the
case shall be tried on the above record in the Supreme Court at
Old Vernon at the next Term, & service of process on McNight for that
purpose is waived, and that in said trial the questions to be
determined is the legality of the bargain made by Nathan
Lyke the decedent for the sale of his land before the issue of
his patent, it being contended by defendants that said
sale was illegal and void, that defendants are in no way bound
by it, and that the decree of the Court is therefore erroneous.

Charles H. Constable
for defendant in error
A. H. [unclear]
for Plffs

No 44
Transcript

~~J. McVey~~

at
N. Dyke et al

~~J. McVey~~
Error to Richland

Chp for copy 3.60
words \$3.60
Cut & Seal 35

3.95

Filed 23. Nov. 1854.

F. D. Preston Clk

By A. Schuster D.C.
" "

err. to Richland

General Land Office

August 26th 1854.

Sir,

Your letter of the 19th Inst. requesting an exemplification of the Certificate of location made with Bounty Land Warrant No. 15,725 for 80. Acres. issued under Act of Sept. 1850. in the name of Nathan Dike, Jr. has been received, and for the purposes mentioned in your letter you will please find a Copy thereof enclosed.

Very Respectfully
Wm. G. T. S. T.
John Wilson
Commissioner

N. D. Dike, Esq.
Olney,
Illinois

J. McVey

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N. V. Dyke &
Thos. Mott

GENERAL LAND OFFICE,

August 26th 1854.

I, *John Wilson*, _____ Commissioner of the
General Land Office, do hereby certify, that the annexed *Copy* is

a true and literal exemplification of the Certificate of
location made with Military Bounty Land Warrant
No. 15725, for 80. Acres. issued under Act of Sept. 1850.

In testimony whereof, I have herewith subscribed
my name, and caused the
Seal of this Office to be af-
fixed, at the City of Wash-
ington, on the day and year
above written.

John Wilson

Commissioner of the General Land Office.

N. V. Dike Secy. admr.
of Estate of *N. Dike, decd.*

Olney

Illinois

(Copy)

MILITARY BOUNTY LAND ACT OF 28 SEPTEMBER, 1850.

Land Warrant, }
No. 15,725.



} Register and Receiver's
No. 420.

Land Office, Palestine Illinois, 18th Oct. 1851.

WE HEREBY CERTIFY, That the attached Military Bounty Land Warrant, No. 15,725, was on this day received at this office, from Nathan A. Aike of Richland county, State of Illinois.

J. M. McLean Register.
Jesse K. Lubois Receiver.

I, Nathan A. Aike of

Illinois, of Richland county, State of North West hereby apply to locate and do locate the South half quarter

of Section No. 33 in Township No. 4 North of Range No. 10 East in the District of Lands subject to sale at the Land Office at Palestine Illinois containing 80 acres, in satisfaction of the attached Warrant numbered 15,735, issued under the act of 28 September, 1850. Witness my hand this 18th day of October A. D. 18 51.

Attest :

J. M. McLean Register. } Nathan A. Aike of
Jesse K. Lubois Receiver. }

I request the Patent to be sent to Olney Richland County, Illinois

Land Office, Palestine Illinois 18th Oct. 18 51.

WE HEREBY CERTIFY, That the above location is correct, being in accordance with law and instructions.

Jesse K. Lubois Receiver.
J. M. McLean Register.

McVey }
 Dike & McVey }

Treat C. f. the act granting bounty land to certain officers and soldiers who have been engaged in the military service of the United States", approved the 28th of September 1850, declares that a party entitled to the benefit of its provisions, "shall receive a certificate or warrant from the Department of the Interior for the quantity of land to which he may be entitled, and which may be located by the warrantee or his heirs at law, at any land office of the United States, in one body and in conformity to the legal subdivisions of the public lands, upon any of the public lands in such district subject to private entry." It further declares, "that all sales, mortgages, letters of attorney, or other instruments of writing, going to affect the title or claim to any warrant or certificate issued, or to be issued, or any land granted, or to be granted, under the provisions of this act, made or executed prior to the issue, shall be null and void to all intents and purposes whatever; nor shall such certificate or warrant, or the land obtained thereby, be in any-wise affected by, or charged with, or subject to, the payment of any debt or claim incurred by such officer or soldier, prior to the issuing of the patent."

A warrant for eighty acres of land was issued in favor of Nathan Dike under the provisions of this act; and on the 18th of September, 1851, he located the same on a tract of land situated in the Palestine land district, surrendering the warrant to the land officers,

and receiving from them a certificate of entry. On the 20th of December, 1851, to James McVey, conditioned for the conveyance of ~~the~~ forty acres of ^{the} land, on the payment of \$50 within five years; and the bond was recorded the same day. He departed this life on the 3^d of January, 1852, leaving Jane Sike, his widow, and W S Sike his son, his only heirs at law. The latter became administrator of his estate. The widow and son conveyed to Thomas Nettleton twenty acres of the land embraced in the bond to McVey. A patent for the eighty acres of land was issued in the name of Nathan Sike, on the 1st of April, 1853. On the 8th of September, 1853, McVey filed a bill in Chancery against Jane Sike, W S Sike and ~~Nettleton~~ Nettleton, praying for a conveyance of the forty acres of land. He previously tendered \$50 to W S Sike in payment of the land; and he brought the same into Court. W S Sike by his answer insisted that the sale of the land to McVey was absolutely void under the provisions of the act of Congress; and Nettleton insisted that he purchased the twenty acres in good faith, and without any notice of the prior sale to McVey. On this state of case, the Court required the defendants to convey the forty acres of land to the complainant.

It is manifest from a bare inspection of the act of Congress, that it does not invalidate the contract between Sike and McVey. The act embraces two kinds of cases. 1. It voids all contracts respecting a warrant, or the land upon which it may be located, made anterior

to the issuing of the warrant. The warrant is issued directly to the parties entitled to the benefits of the act, without any reference to his prior contracts with other persons. His legal rights are not in the least affected by any previous sale or transfer. The act makes void all such contracts. The contract in question is not obnoxious to this provision. It was made after the issuing and location of the warrant. The land was then as much the property of Pike, and as much the subject matter of disposition by him, as if he had acquired it by ordinary entry. He had surrendered the warrant and accepted the land in satisfaction. The United States had aliened the lands, and received the warrant in full payment. A patent had only to issue to invest Pike with the complete legal title. 2. The act provides that the land upon which a warrant is located, shall not be subject ~~to~~ to the payment of debts contracted by the warrantee before the ~~payment~~ patent issues. This provision is evidently intended for his benefit, and may be waived by him. It forbids a forced sale of the property on account of any liability incurred by him before the emanation of the patent. And in case of his death prior to the issuing of the patent, it may be that the land would pass to his legal representatives discharged from the payments of his debts - But this provision does not restrain him from disposing of the land. It leaves him at perfect liberty to alien, incumber or devise the same. Pike having solemnly sold the land to McVey, the sale is binding on his heirs. It is also binding on Kettleston for the bond was registered long before he purchased from the heirs. He had implied notice of the sale to McVey, and therefore cannot claim protection as an innocent purchaser - The decree must be affirmed -

Decree affirmed.

Like & McVey

Opium -

Treat

No 44

November 1852

Nathan Dike et al

vs

James McVey

Error to Richland

Opinion by

Jacob C. J.

Decree Affirmed

8738

No 44

Nathan Dike et al

vs

James McVey.

Error to Richland

Opinion by

Jacob C. J.

Decree Affirmed