

8781

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

# Supreme Court of Illinois

Meredith Hawkins

---

vs.

Thomas Hunt, et al,

---



In the Supreme Court

Harrison

Hunt & others

3 Enroute Supreme

1. The Court <sup>below</sup> in sustaining  
Demurrer to Bill & dismissing  
Bill absolutely & without leave to amend

H. J. Jackson for

plaintiff in error

2 The Court below erred in  
dismissing Bill for want of  
equity in the case, it being a  
general Demurrer

3 The Court below erred  
in sustaining a general  
Demurrer to Comp. Bill  
& dismissing cause

Ground in Error  
Breach of Allegato  
for debts

H. J. Jackson for plaintiff  
in error



At a Circuit Court begun & held  
at the Court House in Mt. Vernon, County of Jefferson & State  
of Illinois - At the September Term A.D. 1852, before the Hon  
S. S. Marshall Presiding Judge of the 12<sup>th</sup> Judicial Circuit  
of the State of Illinois

Be it remembered that heretofore (to wit) on the 28<sup>th</sup> day  
of August A.D. 1852, <sup>Abraham</sup> <sup>Heapkins</sup> <sup>of</sup> <sup>Jefferson</sup> <sup>County</sup> <sup>Illinois</sup> <sup>Plaintiff</sup>  
came by Richard S. Nelson, his Solicitor  
and filed in the Clerk's Office of the Jefferson Circuit Court,  
on the Chancery side thereof - his Bill, which of course  
is - which is in words & figures, as follows, viz -

State of Illinois }  
Jefferson County } Jefferson Circuit - Sep-  
tember Term, A.D. 1852.

into the Honorable  
Samuel S. Marshall Presiding Judge of  
the Jefferson Circuit in Chancery Court  
your orator Meredith Heap-  
kins respectfully sheweth to your  
Honor that some time in the month of  
April, A.D. 1852 one Crawford Leamon  
who owned an improvement upon a tract of  
land situated in Jefferson County - contain-  
ing eighty-acres, it being Congress land, and  
one Thomas Hunt - who with your orator &  
the said Court <sup>are</sup> all residents of the County of  
Jefferson, did by the consent & agreement  
of the said Court by a Land Warrant  
upon the said eighty-acre tract of land, upon



which the said Comor had said improvements  
as proposed upon the terms following, that is to  
say, that said Hunt- was to lay his said  
vourant- upon the said Comor's improvements  
& the said Comor was to swap or exchange  
them for a certain forty acre tract of land  
situated in Jefferson County <sup>app.</sup> described  
as follows, that is to say, S. E. q<sup>r</sup>. of 20 q<sup>r</sup>.  
Section 27. T- 2. R. 3 East containing forty  
acres, and the said Hunt- was also to have  
an improvement on Congreg lands adjoining  
the said forty-acre tract of land also  
belonging to said Comor in addition to  
said forty-acres of deeded land which was  
owned by said Comor in fee simple and  
a certain Bond or writing, obligatorily  
was thereupon made & entered into-between  
the said Comor & the said Hunt- by which  
said Instrument- they were mutually bound  
to each other, as your orator has been in-  
formed & believes to convey to each other  
in fee the forty acre tract of land and  
improvements for the said eighty acre  
tract of land, according to the premises  
 herein before laid down & specified & the said  
Instrument- was thereupon handed to one  
Gairney J. Preston, to hold for them, and  
according to the terms of the said Instrument  
the said conveyance to be made to the said Hunt-  
by the said Comor & by ~~the~~ <sup>the</sup> said Comor to the  
said Hunt- as soon as said Hunt- could  
make a deed to the eighty acre tract of  
land upon which he either had laid or



was to lay his said warrants in accordance  
with existing acts of Congress and which —  
could not then be done immediately under  
the law as it then stood — and the said  
Hunt did also thereupon take possession of  
the forty acres of land & the said improve-  
ments, and said Common took possession of  
the said eighty acre tract of land, & have  
since then respectively <sup>fully</sup> occupied & improved  
the said tracts of land according to their  
said agreement of purchase. Your orator fur-  
ther shews ~~to~~ <sup>in</sup> honor that at the time the  
said Hunt & Common made said ex-  
change or swap, and executed the said writ-  
ting as aforesaid, the said Hunt was con-  
siderably involved in debt & amongst others  
owed your orator \$24.26. or thereabouts and  
one Joel F. Watson about \$16, or so besides  
a debt of \$10, to one Wilkerson — and  
other debts besides to a large amount, and  
such being the situation & condition of the  
said Hunt as regards his aforesaid real estate  
and indebtedness to your orator & others,

the, the said Hunt was in the act of removing  
in a sly way from the County of Jefferson afo-  
said & was actually at a considerable distance  
on the highway road from his dwelling, when  
your orator & one Joel F. Watson took out  
process against the said Hunt for their  
respective demands & your orator & one  
Asa B. Watson, a Constable of said Cou-  
ty pursued him, that the said Asa

B. Watson & your orator on overtaking  
did not arrest him nor serve the process upon him but the  
said Hunt did then & there propose



after some altercation between your orator  
& him. & that the said John D Watson  
respecting the time security & manner  
of his the said Hunt's leaving home in  
debt - as aforesaid, and your orator and  
the said Joel getting afraid and seeing  
out the process aforesaid, at last propos-  
ed to your orator to buy his said said  
forty acre tract of land and the said  
improvements on Congreg lands purchased  
by him of said Common as aforesaid and  
did offer & propose to take therefor the  
sum of \$ 125- to be paid in manner fol-  
lowing, that is to say, the said Hunt offered  
to sell & convey your orator the said forty  
acre tract of land & improvements - on  
Congreg lands in consideration of your  
orator paying off & discharging the debt  
due by him to Joel D Watson as aforesaid  
amounting to \$ 16. or so & also the  
debt due by him to your orator \$ 24. 26.  
together with costs of costs of both suits  
amounting to \$ 43. 91 & paying off a debt  
due by him the said Hunt to the said  
Watson \$ 10. in the aggregate & also  
giving him the said Hunt his own  
your orator's promissory note for the  
balance of the said sum of \$ 125- after  
deducting the aforesaid claims, payable  
at Christmas following, which would be  
about \$ 71. some odd cents, and which  
said last mentioned note might also  
be discharged by your orator by taking



up lifting or paying off claims or other  
debts due by him the said Hunt to the  
amount of the said balance of \$ 71 some  
odd cents as aforesaid & your orator  
did say it please your Honor there &  
there <sup>under</sup> to his the said Hunt - <sup>sition</sup> ~~progr~~  
and did there & there settle & satisfy  
the said claims of the said Lord G.  
Watson & the satisfaction of the said  
Hunt - & the said Asa B. Watson Con-  
stable did return the said the said  
process so sued out by your orator  
& the said Lord G. Watson in full of  
debt and cost, & your orator did re-  
ceive & deliver to him the said Hunt  
his note for the said sum of \$ 71 some  
odd cents & did also agree to settle  
& pay off the said debt due by the said  
Hunt to the said Wilkinson so soon  
as he got back to Mount Vernon, which  
he has since then and immediately on his  
arriving home paid or settled to the  
<sup>satis</sup>  
~~the~~ satisfaction of the said Wilkinson, by  
his agent - Albion Taylor as can be  
made appear, & that the said Hunt  
did there & there in the presence of Asa  
B. Watson & divers other persons who  
were called upon to witness the trans-  
action or bargain aforesaid, verbally  
in consideration of the premises sell &  
convey to your orator the said forty  
acre tract of land & the said improve-  
ments on Congreg lands & did there &  
there express himself perfectly satisfied &



and declared that he gave your orator  
full possession of the aforesaid forty acre  
tract of land and appurtenances and all  
the rents & crops in fact every thing due or to  
become due by way of rent upon the place  
at that time worth about \$20, and fur-  
ther told your orator to take possession  
thereof as well as of the said improvement  
forthwith as he the said Hunt could  
not & would <sup>not</sup> then go back. I did also  
call upon the said Watson Constable  
as aforesaid to witness that he the said  
Hunt gave him possession of the said  
premises & he the said Hunt further  
stated ~~as~~ that as soon as he came  
back to Jefferson County, which would  
be at the <sup>next</sup> Circuit Court in Jefferson  
County - aforesaid, he the said Hunt would  
make him, your orator a regular deed  
of conveyance in fee to the aforesaid tract  
of land so sold by him to your orator  
by verbal bargain as aforesaid, & further  
~~that~~ directed your orator to call upon  
one Albert Conger who was living on  
the said forty acre tract of land, for  
the duplicate or certificate of entry  
of said land which was in his the  
said Hunt's trunk in the possession  
of Conger & also to call upon F. J.  
Benton Esq. who held the said Bond  
or writing between the said Hunt &  
the said Conger, and get it, & your  
orator did accordingly obtain the said



duplicate, but - Mr. Prescott excused him-  
self from producing & giving up the said  
Deed to your orator at that time on the  
score of not being able to find it - but some  
weeks afterwards told your orator that he  
had left it - with one Tanner for safe-  
keeping, your orator further sheweth  
unto your honor that he did accordingly  
on arriving home amongst other  
things take possession of the said forty  
acre tract of land and improvements  
on Congers land and did <sup>not</sup> notify Al-  
bert Conger and one Sarah Ball who  
were in possession of the premises last  
aforesaid either as tenants of the said  
Hunt - or occupied the same under him  
in some way - of the said purchase by him  
of the said forty acre tract of land &  
improvements as aforesaid, & until the  
said Hunt returned, without let  
molestation or hindrance of any kind  
or ever did occupy papers, enjoy & exercise  
in as full and ample a manner as he could exercise  
over the same for the same <sup>time</sup> ~~with~~  
actually residing on the premises  
of all of which matters and things herein  
before alleged, the said Crawford  
Comor here in before me mentioned  
was fully apprised or at least - so  
far notified as to fully apprise him  
of your orator's purchase of said forty-  
acre tract of land & improvements, & his  
having taken possession thereof by virtue  
of said bargain & sale so verbally made  
by & between him & the said Hunt - as



can be ~~made~~ made appear before the  
said Hunt - came back to Jefferson  
County - as herein after mentioned &  
fraudulently attempted, as herein after  
mentioned to defeat & wrong your  
orator in his said purchase and to  
oust him & eject him from the possession  
of the said forty acre tract of land &  
improvements, & to evade making him  
a deed according to his said agree-  
ment, so verbally by him made as aforesaid.

That the said note so  
executed by your orator for the balance  
was payable on or before the 25<sup>th</sup> day  
of December next - & your orator is  
ready & willing whenever the same is  
due, or soon thereafter to pay the same on  
debts or claims on the said Hunt - ~~due~~  
due by him, or in means that this ~~the~~  
Honorable Court should declare to be  
just & equitable to the full amount -  
Thereof, and he has in truth & fact -  
on his part - not only performed the  
aforesaid contract in all things on his  
part - to be done & performed, but  
has in truth & in fact - paid & sat-  
isfied the whole of the consideration  
money according to the true intent and  
meaning & effect - of the said verbal bar-  
gain so made between him & the said ~~Hunt~~  
and <sup>actually</sup> ~~did~~ take possession of the premises  
~~pursuant to the contract~~ <sup>embraced</sup>  
in said verbal purchase as  
before mentioned, pursuant to said



contract, & is still in possession of <sup>the</sup> ~~the~~ <sup>same</sup> ~~same~~ <sup>things</sup> ~~things~~ <sup>charges</sup> ~~charges~~ that the performance by him of the consideration by said verbal bargain & sale in manner aforesaid, and the doing & performing by him of all things on his part to be done & performed substantially and so far as he was able or could do, the whole of the consideration <sup>therein</sup> being in a point of law as well as <sup>in fact</sup> paid off discharged & satisfied according to the spirit & effect of <sup>the</sup> said agreement, did in equity & good conscience entitle him to a deed of conveyance in fee simple from the said Hunt - on his return as you said to Jefferson County - in the spring following ~~the~~ <sup>the</sup> date thereof, and does now ~~entitle~~ <sup>entitle</sup> him to a deed of conveyance for the said forty-acre tract of land with the appurtenances, from the said Hunt - as he respectfully submits

But - so it is my duty - please your Honor, that the said Hunt wholly unmindful of the premises, supposing ~~supposing~~ <sup>supposing</sup> that he could by art & subterfuge evade & violate with impunity - his aforesaid contract of bargain & sale so made by him as aforesaid, in manner following has attempted to cheat, defraud & outmanage your orator in the premises, that is to say, the said Comor and the said Hunt - did fraudulently take the said



Bound or writing out of the hands of the  
said Tanner & destroy the same before  
your orator could find out - where it  
was, & further more he the said Comor  
by some Strategem or other get into  
of the dwelling house in which said Comor  
resided or dwell - on the said  
forty-acre tract of land against your  
orator's consent - by means whereof they  
the said Hunt & Comor believed your  
orator's rights in the premises would  
be thereby annihilated & destroyed, and  
the truth is the said Comor igno-  
rant & enticed as he is in the  
acts of fraud Cheating and low cunning  
has been so far misled by the said  
Hunt, that he is actually in spite  
of your orator and the notice and  
warning by him given to the said  
Comor not to do so, living in the  
said dwelling house in which the  
said Comor did <sup>live</sup> and your orator  
thus frequently demanded a deed  
of the said Hunt since the re-  
turn of the said Hunt in the Spring  
as aforesaid, yet he, the said Hunt  
wholly refuses to make him a deed  
according to his said contract all  
of which } is contrary to equity & good  
faith as } your orator charges &  
contends, & your orator further  
charges that the said Hunt &  
Comor & the said Albert Comor



for the said debt and at his re-  
quest, or receipted for to him as  
aforesaid & his besides get your  
orators note for the balance, which  
he threatens to trade & transfer  
before it becomes due to some  
bonafide apene without notice  
he the said Hunt being at the same  
time notoriously insolvent and for as  
much as he is without security - save  
in this Honorable Court - where frauds  
of this nature are peculiarly cognizable  
and releuable & when suits of -  
specific performance of contracts are  
alone catentained - he there fore prays  
the aid thereof, and so there reads  
that the said Crawford Comor  
Thomas Hunt - and Albert Comor  
may be made defts to this Bill &  
may answer the same without  
bring down your oath, buty & praply  
having this oath & that upon  
proof of the material allegation  
of this Bill, your Honor may be  
pleased to order and decree the  
said Hunt - specifically to perform his  
said contract of bargain & sale  
& that the said Comor may be like-  
wise by deere thereof be ordered & compelled <sup>to join</sup>  
with the said Hunt - in making a  
conveyance of the said forty acre  
tract of land to your orator



your orator's former tenant in point  
of law have fraudulently with divers  
other persons unknown to your  
orator collected together for  
the purpose of defrauding your  
orator in the premises, and  
endeavouring to make it appear  
by the fraudulent destruction  
of said writing as aforesaid  
that the said contract of bargain  
and sale was at an end &  
that your orator was out of  
possession of the forty <sup>acre</sup> tract of  
land, & that said Common in  
possession as your orator believes  
and carrying out fully their reful-  
rious designs, <sup>of</sup> the said Common has  
since the said purchase by your  
orator claimed the said improve-  
ment on Congress land & the said  
Agent has as your orator believes  
truly sworn that the said im-  
provement ~~to~~ bargain for & purchased  
by your orator belongs to the said  
Common, and so may it please  
your Honor, by means of the pre-  
misses your orator is not only  
endangered of being cheated & defraud-  
ed out of <sup>his</sup> said land so purchased  
and paid for by him as aforesaid  
but unless relieved in the premises  
by this Honorable Court ~~thus~~ <sup>actually</sup> lost the



or make a deed of conveyance  
to the said Hunt according to the  
requests of said writing oblig-  
ation <sup>or deed of conveyance</sup> your orator or  
in case they refuse to comply  
with the decision of this Honorable  
Court some suitable person as Commissioner ordered  
to convey the same by proper  
deed of conveyance to your orator  
in <sup>their place & stead and</sup> that your orator be <sup>justified</sup> in  
the possession of the said forty acre  
tract of land & improvements there-  
with sold to your orator as <sup>deed</sup> <sup>written</sup>  
bearing hereof the said Hunt be enjoined  
from selling or assigning your or-  
ator's said tract for \$75 or thereabouts  
and further that the said Hunt or  
Common or either of them <sup>in payment</sup> until a  
hearing as <sup>before said</sup> <sup>particulars</sup> <sup>of the rents as before said</sup> your orator  
further prays that a writ of <sup>supra</sup>  
in Chancery may issue  
Commanding the said depts to ap-  
pear and answer this Bill & to  
do & perform what shall be decreed  
this Honorable Court may make in the  
premises & for such other & further  
relief in the premises as your Honor  
may seem meet & for so doing he will  
ever pray as in duty bound  
Richd S. Nelson

for Couplet -



State of Illinois }  
Jefferson County }

This Affidavit made with  
Hawkins being duly sworn accor-  
ding to law deposes & says that  
the matters & things in the fore-  
going Bill contained are  
true to the best of his knowl-  
edge & belief & so far as he  
has heard from others, he believes  
he believes to be true & further  
he says wh sworn to & sub-  
scribed before me this 28<sup>th</sup> day of  
September A. D. 1832

Upon which said Bill in chasing the  
following file mark was enclosed

Filed August 28<sup>th</sup> 1832

John W. Bunker

Att

for J. B. Tucker & Co.

Upon the filing of which said Bill  
a <sup>word of</sup> ~~summons~~ ~~in the words & figures~~  
~~following to wit~~ was issued from  
the clerks office of the Jefferson  
Circuit Court in the words & fig-  
ures following to wit:

The people  
of the State of Illinois

To the Sheriff  
of Jefferson County - greeting, we com-  
mand you that you summon Thomas  
Hunt, Crawford Connor & Albert



Couger if he shall be found in your  
County - to be & appear before the  
Judge of our Circuit-Court - in &  
for the County of Jefferson & State  
of Illinois on the first-day of  
the next term thereof, to be com-  
menced & holden at the Court-  
House in the town of Mount Vernon  
in said County on the Third Mon-  
day of September next - to answer  
unto Meredith Hawkins in a Bill  
in Chancery - as he says and you  
the this to show this writ - Witness  
John Milbanks Clerk of said Court -  
at his office in Mount Vernon  
this 28<sup>th</sup> day of August - in the year  
of our Lord one thousand eight-  
hundred & fifty two - And the  
Seal of said Court - Affixed

John Milbanks  
Clerk

D. J. B. Jamieson

Upon the aforesaid writ of Summons appeared  
the the following return in the words &  
figures following to wit -

Recited by de-  
ceiving a true copy of the writ to  
Thomas Hunt - & leaving a true copy  
with a white-person over ten years of  
age - at the residence of Crawford Cou-  
per & Albert-Couger after telling the  
its-contents, Sept- the 7<sup>th</sup> 1852

John D. Sallieff Sheriff  
per W. M. Charles J. S.



And afterward, to wit: on the 25<sup>th</sup> day of Sep-  
tember 1852, a demurrer was filed by the  
said Thomas Hunt in the words and fig-  
ures following, to wit:

September Term of the ~~Supreme~~  
in Jefferson Circuit -  
Court - A. D. 1852

Thomas Hunt &  
Crawford Connor }  
                  as } Bill in Chancery  
Meredith Haiskins }

Thomas Hunt & the  
said depts by Brough & Wengate their  
attys come & survey & verify all  
and all ~~means~~ manner of exceptions  
& for answers to said Bill of Complaint  
say that the matters & things in Com-  
plaints - Bill of Complaint - as  
there is set - for the are not sufficient  
in law to entitle said Plaintiff to  
a decree against him, and that



By law said defendant is not  
bound further to answer & this  
they are ready to verify & said  
defts pray to be hence discharged  
with their costs

Baugh & Wingate  
for defts

Upon which said return of the  
said Thomas Hunt - the following  
file made was endorsed

Filed Sept 25<sup>th</sup> 1852

John Volbantes  
Att

And afterward to wit on the day &  
year aforesaid the following return  
of Crawford Connor was filed  
in the words & figures following to wit

September Term of the  
Jefferson Circuit  
Court - A.D. 1852

Crawford Connor  
Thomas Hunt -

vs

Meredith Hawkins

And the said  
deft Crawford Connor <sup>Comps</sup> + by  
Baugh & Wingate - his attys  
Dunlap & Volving H for answer  
As Complainants - bill herein filed  
& says that - the matters & things  
herein contained as herein set forth



I charged are not-sufficient-in  
law to entitle complainant  
to a decree, against him &  
that by the law of the land he  
is not-bound further to ans-  
wer & thus he is ready to sue-  
by wherefore he prays judgment  
and his costs

Bungh + Vongate

Sol for deft

Upon which said decree of the said  
Crawford Comor the following file  
marks was indorsed

September 23<sup>rd</sup> 1832

John Wolstantes

clerk

The following decree of ~~the~~ the Court  
at London appears of record without  
file marks being indorsed thereon  
to wit;

Crawford Comor Et al

vs

Mudith Hawkins

Of the September Term  
of the Superior Cu-  
rent Court AD. 1832

And the said  
deft Comor pleaded  
his atys for himself coors and  
depts of and not conferring  
any or all of the allegations in  
said complaint; Bill continued  
says that they are not-sufficient  
in law to entitle the said



Copy - to filing

B. F. Vinquist  
for dist -

3 - Orders of Court ——— when all  
of record in this case



Meredith Hawkins  
vs.  
Thomas Hunt et al

Bill in Chancery

And on that day came the Complainant herein by R. S. Nelson his solicitor, and also come the Defendants by D. Paugh <sup>R. G. Wingate</sup> their solicitor, and the said Defendants file their Demurre to said Complainants Bill. Whereupon the Court, having heard the Arguments of Counsel, for and against said Demurre, and being well advised in the premises, finds the law to be with said Defts. It is therefore ordered & adjudged by the Court that said Demurre be and is hereby sustained — It is further ordered, & adjudged by the Court, that said Complainant have leave to amend his bill herein &c

Meredith Hawkins  
vs.  
Thomas Hunt et al

Bill in Chancery

Now again come the Complainant herein by R. S. Nelson his solicitor, & files his Amended Bill — And also again come the Defendants by D. Paugh <sup>R. G. Wingate</sup> their solicitor, and file their Demurre, to said Complainants Amended bill; Wherefore the Court having <sup>heard</sup> Arguments of Counsel, for and against said Demurre, and being well advised in the premises, finds the Law, to be with said Defendants. Therefore it is ordered & adjudged by the Court, that said Demurre be, and the same is hereby sustained. It is further ordered & adjudged by the Court, that said Complainants Bill, be <sup>dismissed</sup> ~~dismissed~~, for want of Equity &c — And the Court further orders & adjudges that the Defts recover of said Complainant their Costs & Charges expended in & about this suit &c



State of Illinois  
County of Jefferson

I John Wilbanks Clerk of the Circuit  
Court in and for the County & State aforesaid, do hereby certify, that the  
foregoing record is, a true & perfect copy, of the record, ~~present~~ and  
passed filed in my office, and of the proceedings had, <sup>in order of Court made</sup> in the Cause  
between Meredith Hawkins et Complainant and Thomas Hunt  
an defendants,

In testimony whereof I John Wilbanks Clerk  
of the Court aforesaid have hereunto affixed  
my hand and the Seal of said Court, this  
28<sup>th</sup> day of October A.D. 1852

John Wilbanks Clerk  
By J. B. Lammie J.C.



Meredith Hawkins  
vs.  
Thomas Hunt, et al

Filed the 30<sup>th</sup> day of Oct. 1852

A. D. Huston, Clerk

1878

Original entry, original  
not recorded, prepared  
C.P.



State of Illinois }  
Supreme Court }  
Southern Division }  
30th

The People of the State of Illinois  
to the Sheriff of Franklin County Greeting:

Because in the record and proceedings, & also in the conditions of the judgment in a suit which was lately in the Circuit Court of Franklin County, before the Judge thereof between Silas W. Berry plaintiff and Meredith Hawkins defendant of a plea of trespass as the case manifest error hath intervened as it is said to the great injury of the said Meredith Hawkins as by his complaint we are informed; a transcript of the record and proceedings of which said judgment, we have caused to be brought into our Supreme Court for the Southern Division of the State of Illinois, before the justices thereof, to correct the error in the same, if any there be, in due form & manner according to law:

We therefore command you to summon the said Silas W. Berry to be and appear before the justices of our Supreme Court at the next term thereof to be commenced & holden in Mount Vernon on the first Monday in the month of December next, to hear the record and proceedings and errors assigned, if he shall see fit, and to show cause, if any he can why the said judgment shall not be reversed for the causes aforesaid; and further to do and receive what said Court shall judge in this behalf. And have you then there this writ, and make returns thereof in what manner you execute the same.

Witness the Honorable William Wilson  
Chief Justice of our Supreme Court & the  
Seal of the Circuit Court of Jefferson County  
at Mt Vernon this 30th day of October  
A D 1848

J. H. Ridgway Ck. C. J.  
& S. of Ck. S. C.



Silas N Berry not found in  
this county November 13<sup>th</sup> 1848

Thomas J Mansfield

Sherriff J C Morris

By S. H. Powell, D. P.

Sherriff Court 1848

Sherriff Mansfield

in J. H. Berry

Sherriff J. Berry

Sherriff J. Berry 1848

1

8787



Harshman 3 The Bill should have  
Hunt et al 3 been amended for  
want of equity.

And the payment of the purchase  
money, nor the Vendor taking possession  
of land under a parol contract  
of sale, or such part performance  
as will take the contract out of  
the statute of frauds in Mo.

Dean vs Valle, 2 Mo R 126  
(U.S. Dept papers 75. Sec 863)

Payment of the purchase money is  
not such part performance of  
a parol contract for the sale of  
land, as will take it out of the  
statute of frauds.

Johnson vs Glancy 4 Blackf 94  
(U.S. Dept papers 75. Sec 864)

And when the Vendor is in possession  
at the time of his purchase, is his  
continuing in possession of the premises  
afterwards sufficient to  
save him Sec 845

But if the Vendor takes and continues  
possession of the premises under the  
contract, and especially if he  
makes valuable improvements upon  
them, this will be sufficient to  
take the statute

Johnson vs Glancy 4 Blackf 94  
Tobbs vs Packer 1 do 58  
Moreland vs Sawant 4 " 383  
Thomson vs Henry 2 Scam 218  
Sec 866

In Ohio delivery of possession of land  
is considered as part performance  
and sufficient to take a case out



out of the statute of frauds, when  
its effect is not controlled by the  
facts. *Waggoner v. Speck* 3 *Hamm* 294

But the payment of the purchase  
money on a contract for the sale  
of land is not sufficient to  
take the case out of the statute  
of frauds.

*Giles v. Kellin* 6 *Hamm* 483  
*Pollard v. Kinn* 6 " 528

In Michigan the delivery of possession  
under an agreement is an act  
of part performance.

*Wood v. Tomp* *Walker* Ch. 501  
(*U. S. Digest* 576 *See* 869)

A taking of possession by a purchaser  
of land must in  
order to take a case out of the  
statute of frauds, be such as  
would make the purchase a  
trespass in the absence of the  
contract.

*Smith v. Smith* 1 *Rich.* Ch. 130  
~~*Hamm*~~ (*U. S. Digest* 575 *See* 847)

In South Carolina payment of  
the purchase money alone is not  
sufficient part performance of  
a contract for the sale of land,  
to take it out of the statute of frauds.  
*Smith v. Smith* 1 *Rich.* Ch. 118  
(*U. S. Digest* 575 *See* 848)



But payment of the purchase money  
under a special contract for the  
sale of land, remaining in  
possession, when such possession  
would with the purchase a  
trustee is such a part perfor-  
mance as will take the case out  
of the Statute of frauds,  
Smith vs Smith 1 Rich Ch 130  
N G Digest 575. See 849

H H H

Exclusive possession is an unde-  
spinnable ingredient in a case  
for specific performance of a  
special contract for the sale of  
land

Harlet vs Harlet 4 Watts 464  
Gouche vs Martin 9 " 106

Payment by a tenant not  
sufficient to give an vendor  
1 Val case page 143  
~~and holds having case see supra 40-41-42-43~~  
Payment of part or even all the  
purchase money is not such  
part performance as will take  
a special contract for the sale  
of land out of the Statute of  
frauds. Gouche vs Martin,  
1 Val 144 to 150  
Gouche vs Martin 9 Watts, R 109



The entry of satisfaction on a  
Mortgage has no great effect  
Godeke's v. Bunting 12 Bl. 109

But though entry into possession with  
the Vendor's consent by a purchaser  
who acquires possession by part performance  
is part performance yet con-  
tinuance in possession by a tenant  
who acquires possession by part performance  
of the premises at the time of the  
Contract will not be considered as  
part performance

Saw Library 40. pages 524 & 5  
and authorities there cited

Possession taken by the Vendor's lessee  
is the Vendor's possession and will  
be part performance

3 Bl. 441, 442, 54, 63  
And if the land is in the possession  
of a tenant at the time of the  
sale, and the Vendor agrees  
that the rent shall be paid  
to the Vendor, and the tenant  
allows to the Vendor, that is  
sufficient delivery of possession  
according to Williams, v. S. & S. & S.  
& Bl. 441, 442, 54, 63



Meradeth Hawkins } Error to  
or }  
Thomas Hunt et al } Jefferson

The bill should have been dismissed  
- for uncertainty  
Bill for specific performance  
of a parol contract for the  
sale of lands

1. Bill should have been dismissed  
for want of Equity,

Exclusive possession is an indispens-  
- able ingredient in a case for  
specific performance of a  
parol contract for the sale  
of lands see 6 Watts R 467  
Wrench v Martin 9 do 109  
Sugden on Vind. 1 Val  
top page 142

Possession by tenant not  
sufficient &  
Sugden on Vind. 1 Val  
top page 143

Payment of part, or even all  
the purchase money is not such  
part performance as will take a  
parol contract for the sale of  
lands out of the statute  
Sugden on Vind. 1 Val 144 to 145  
9 Watts R. 109

The story of satisfaction has no  
great effect - 9 Watts 109



2<sup>nd</sup> The bill should have been amended for uncertainty

1 It avers that complainant to actual possession and occupied by order of Hunt, and then immediately acknowledges that never had actual possession, but that one Corryer had actual possession and summons to Comyn who still holds.

Again he says he actually paid off and discharged the note given to Hunt for about £70.

And then acknowledges that he had not paid it, and offers to do so

Danels Ch Pl at 1 Vol 421

422 & 423

Stoups Eq Pl. Dec 244 to 257

Remember the paper made to raise the question

1 Danels Ch Pl 425

Stoups Eq Pl. Dec 249 a

Again the notice to Comyn is uncertain

uncertainty may be reached by general averment

Danels Ch Pl. 1 Vol 656

3

The contract between Hunt & Comyn near void under the act of Corryer



Cosmum & Hunt only having con-  
tracted to exchange lands had  
a right to record said Contract

Matter of substance may be  
reached by general demurrer  
Storys 1st Pl Sec 455.

On sustaining a general demurrer  
the Cause is out of Court  
Barlow Ch Pr 111

The bill charges that Cosmum  
fraudulently got permission  
but shows no facts to  
establish the fraud.

He only took possession  
of his own land

The bill prays an injunction of  
but is not sworn to. See Halloway  
Ch Pl. 3 vol 1834 note 1



Hawkins  
in  
Hunt et al

Baugh  
for acquiescence



Meredith Hawkins plaintiff in error

Hunt Comor & Cousar defendants in error  
error to Jefferson

The Compt<sup>l</sup> filed his Bill against the def<sup>s</sup> alleging  
that he purchased a tract of land of def<sup>t</sup> Hunt  
verbally & paid the Consideration Money  
agreed upon according to Contract to s<sup>d</sup> Hunt  
that s<sup>d</sup> Hunt thereupon in presence of witnesses  
told him to take possession & to get Cleys hint  
of entry of land from Cousar his tenant which  
he did. That Hunt <sup>held</sup> a Bond or writing obli-  
gatory from one Cousar for s<sup>d</sup> land which he had  
exchanged with s<sup>d</sup> Cousar for a tract s<sup>d</sup> Hunt  
& that Hunt had taken possession of the  
land sold <sup>to him by Cousar as agent &</sup>  
made valuable improvements on it, & when  
he sold the s<sup>d</sup> land to Compt<sup>l</sup> agreed to make  
him a deed to it in the Spring following <sup>to wit</sup>  
at the Jefferson Circuit Court A. D. 1852  
that Compt<sup>l</sup> took possession of land under  
the Contract with Hunt & satisfied tenants  
in possession. but that s<sup>d</sup> Hunt & Cousar  
in Cousar being <sup>fully</sup> the owners of the prop-  
erty <sup>afterwards</sup> destroyed the s<sup>d</sup> writing, which by the  
agreement made with s<sup>d</sup> Hunt was to be  
handed over to Compt<sup>l</sup> & s<sup>d</sup> Cousar then  
by collusion with def<sup>t</sup> Cousar got into possession  
of the premises <sup>& claims to hold possession to Compt<sup>l</sup> claimant</sup> & Charles  
Cousar with notice to Hunt & with forced  
Compt<sup>l</sup> further states that Hunt is  
insolvent & that he holds a note upon  
from Compt<sup>l</sup> for \$70 more or less & threatens  
to assign the same before the same be any  
duly <sup>to some bona fide assignee without notice</sup> ~~paid~~ <sup>the 2<sup>d</sup> of the month</sup>  
Hunt refuses to convey as the deed has been demanded.



springs for a specific performance Was to Hunt  
and that Counsel be compelled to join in  
conveyance or make good himself, ~~directly~~ to  
Hunt, or to comply or in case of their default  
that a Commissioner be appointed to do so  
for them & also pay for an injunction to  
Counsel

To their Bill there was a several  
discovery for want of equity, which was  
sustained by the Court & suit dismissed  
by the Circuit Court. for want of equity

His Honor for the plaintiff used

1<sup>st</sup> The contract between Hunt &  
~~Counsel~~ Hawkins is binding in equity upon  
Hunt the consideration being performed by  
~~Hunt~~ Hawkins according to contract  
& he having taken possession under the  
contract & obtained the duplicate. This is  
part performance & that is sufficient to take the case  
out of the Statute. 3 Sill 140, 157. Thornton Heirs vs Hunt  
219, 220 ~~1<sup>st</sup> 2<sup>nd</sup>~~ Scammon 219, 220. 4<sup>th</sup> Selman 583, 600

2<sup>nd</sup> There was a certain equity upon the contract  
both sides of the contract is within the statute  
appears so far as the land is concerned  
Hawkins is not admitted by the plaintiff in any way  
but he has not yet to have been  
dismissed, ~~absolutely~~ ~~dismissed~~  
but in equity see 3<sup>rd</sup> Biny 129, Freeman  
55, 68 Stewart vs Stewart 3 Watts 253, 255  
White equity cases 521, 522, 523 - 8 Watts & Har  
5500.

3<sup>rd</sup> Hawkins is ~~entitled~~ entitled to some kind  
of relief upon the Bill, even he was  
not entitled to all the relief sought  
for there has certainly been a fraud practiced on  
him & that is the gist of relief in cases of this kind  
274, 284 1<sup>st</sup> Geten Chas. Cases ib 130, 150



3<sup>rd</sup> Depositor of title papers is so far binding in equity as to create a lien upon the land of Depositor & with payment of purchase money & possession ought & certainly to take the case out of the Statute White Leadig Case top page 525. & Cases there cited

4<sup>th</sup> Conner had notice & is chargeable with the fraud of Hunt altho he be not guilty of any fraud himself in fact - & so is Conner the other debt, and a General Demurrer for want of equity ought not to have been sustained & Bill absolutely dismissed.

5<sup>th</sup> Hawkins ought not under the circumstances to have a lien upon the land for his advances at all events & some kind of indemnity against for the loss by Hunt assigning his note. & the inference must be that the deposit was delivered by way of security for his money until the debt was paid by Hunt  
Sawyer 9-12 - 2 Hillman & Co  
White Leadig 2<sup>nd</sup> - Conner 617

W. M. M. for plaintiff  
in error



Hawkins

"

B

Hunt Fall

stephens  
& points

Rehon for pleff. in una  
O



10th Supreme Court

3<sup>d</sup> Grand Division Mt

Vernon Tappan Co Mo

Samuel Hankins plaintiff

vs  
Philip Vinzard &

David M. Hoge

defendants

} left in error

and the plea by the  
his objection comes to the  
Judgment and decree of the Court  
County 1842 by being as a Court  
of Chancery and in the matter  
Henry H. Hoge says that the Judgment  
and decree of the Court is erroneous  
in this

1<sup>st</sup> In sustaining the Answer  
filed by the Defendant in error  
to the bill filed by the Complainant  
in this Cause ~~against~~ the plaintiff  
error, against the defendant <sup>in</sup> error  
in the Court below

2<sup>nd</sup> The 2<sup>d</sup> Circuit Court erred in  
dismissing this Bill filed by the  
Complainant in the Court below

3<sup>d</sup> The 3<sup>d</sup> Circuit Court erred in sustaining  
the Answer absolutely and dismissing  
this Bill without giving the plaintiff  
leave to amend if necessary for him  
to do.



and fourthly and lastly the said  
Chippin was assigned as a several  
ground of error that the Just<sup>s</sup>  
Thomson rendered is erroneous  
in this that the Just<sup>s</sup> & decree  
of the said Court so rendered as aforesaid  
in the above styled Cause was rendered  
in favor of the debtors in error, whereas  
it ought to have been for the plaintiff  
in error, and that the said plaintiff  
was ought to have been allowed  
to redeem the premises in <sup>the said</sup> Bill  
described as thence proposed for  
& the said Debtors or one of them ought  
to have ordered to pay the costs  
and for other matters  
of error in the said record appearing  
the plaintiff in error by his attorney  
aforesaid saith that the said Just<sup>s</sup>  
decree of the said Circuit Court in  
above styled Cause so rendered in  
favor of the debtors in error ought to be  
reversed and set aside & in setting  
aside the

R. M. Johnson Solicitor  
for plaintiff in error



Pleas held in the Perry  
Circuit Court before the Hon  
Wm H Underwood Judge of the  
Second Judicial Circuit of the  
State of Illinois of which County  
of Perry forms a part

Be it Remembered that hereofore  
D wit on the 25<sup>th</sup> day of September  
in the year of our Lord one thousand  
and eight hundred and eighty one  
& fifty one Samuel Hawkins made  
& filed in the Clerk's office of the Perry  
Circuit Court the following Bill in  
Chancery



State of Illinois

In the Circuit Court in & for the  
County of Perry October Term 1848

To the Honorable  
William H. Underwood Judge of the Circuit  
Court of Perry County State of Illinois

Humbly Complaining sheweth unto your honor  
your orator Samuel Hawkins of the County of  
Perry and State of Illinois that on the 25<sup>th</sup> day of  
January A.D. 1849 he was served in full in  
his own right of and in the following described  
tract a parcel of Land situate in said County and  
~~known~~<sup>bounded</sup> as follows to wit. beginning at the north <sup>west</sup> corner  
of Section Eighteen in Township five south of Range  
one west thence south eighty poles thence  
East ninety six Poles thence north forty eight  
degrees East forty four Poles thence north forty six  
degrees East Eighty one Poles at the section line  
running East from East to West thence west one  
hundred & ninety poles to the beginning containing  
in all seventy one acres and eighty rods of Land  
a part of which to wit sixty five acres thereof is  
contained & included within the said north west  
quarter of Section Eighteen in Township five south  
Range one West and that before that time to wit  
on the day of A.D. 1848 Philip Viney  
-and of Pope County State of Illinois has secured  
a Judgment against your orator in the  
Circuit Court in and for the County of Frank  
lin in said State for the sum of \$ besides  
the cost of said suit as by a copy of said Judgment  
~~herewith~~<sup>herewith</sup> exhibited will more fully appear and that  
affidavits on the 19<sup>th</sup> day of October A.D. 1848  
the said Philip Viney and said out & cause to be  
issued from the Clerk's office of the said Circuit



Court of Franklin County a writ or Execution  
commonly called a fieri facias on  
the said judgment which was placed in the hands  
of David Mc Hoge then being Sheriff of said County  
of Perry to execute and that afterwards on the day  
and year first aforesaid the said David Mc Hoge  
being Sheriff as aforesaid by virtue of the said writ  
& do satisfy the same sold the whole of the said north  
west quarter of Section eighteen in township five South  
Range one west in Mapes including the sixty five acres  
thereof contained within the said tracts & corners  
and belonging to your Orator as aforesaid at public  
auction to the highest bidder at which said public  
sale the said north west quarter of Section eighteen  
in Township five south of Range one west including  
the said sixty five acres of Land herein above  
mentioned was struck off & sold to the said Philip  
Vineyard plaintiff in said Execution for the price  
and of sixty five dollars all of which will more fully  
& at large appear by references to said writ of fieri  
facias a copy of which is herewith annexed & prayer  
to be taken as part of this bill

And your Orator further saith <sup>that</sup> he being the  
judgment debtor in the said Execution mentioned  
afterwards that is to say on the 24<sup>th</sup> day of January  
1830 at the County of Perry aforesaid and before  
the expiration of twelve months from the day of said  
sale in order to redeem the said sixty five acres  
of Land herein above mentioned tendered &  
offered to the said David Mc Hoge Sheriff as  
aforesaid who sold the same for the use and  
benefit of the said Vineyard the purchaser thereof  
at said sale the sum of \$ twenty one dollars  
& fifty cents for the redemption of the same



Being the amount given or bid by the said  
Vineyard he being the Plaintiff in said execution  
together with interest thereon at the <sup>rate</sup> of ten per centum  
from the time of such sale and then and then requested  
him to accept the same and the said Hawkins  
saith that the said sum of \$ twenty one dollars & fifty  
cents so by him tendered to the said Hoge Sheriff  
as a full said was the full amount given or bid by  
the said Vineyard for the said sixty five acres of  
Land together with interest thereon at the rate of  
ten per centum per annum from the time of such sale  
to the day on which the said tender was made  
to wit the day and year last aforesaid and yet the  
said Defendants wholly deny the right of redemption  
of the said sixty five acres of Land to him the said  
Samuel Hawkins and continue to hold him out  
of possession ~~of~~ of the same pretending that he has  
no right to redeem the said sixty five acres of Land  
unless he will also at the same time redeem the  
whole of the said north west quarter of section eight  
in <sup>the</sup> Township five South range one West and your  
Orator expressly states that he never had any  
time owned or had any title whatever to  
the said quarter section of Land or any part thereof  
except such part & portion thereof as is contained  
& included within the metes & bounds aforesaid  
and that the residue of <sup>the</sup> said quarter section of Land  
at the time of said sale belonged to and still does belong  
to one Samuel Benson of said County in full right  
whereupon your orator brings this suit & prays  
your honor to consider his case in Equity & that upon  
his <sup>producing</sup> ~~presenting~~ & lodging in court (which he hereby offers  
to do) all such bills of money as your honor shall find  
to be due to the said Vineyard from your Orator on



+ account of said sale of the said entry and cause of  
Lana<sup>he</sup> may be returned to the title & possession  
of the same and may also have General relief  
may it please your Honor

H. B. Jones Solicitor for  
Samuel Hawkins

which said Bill was filed in the Perry Circuit  
Court on the 25<sup>th</sup> day of September 1831  
Lewis Hammack

Samuel Hawkins

Philip Maynard  
David McHenry

Bill in Chancery in  
the Perry Circuit  
Court October term 1831

Issued a subpoena in Chancery in the cause  
directed to the Sheriff of Perry County & also a  
like subpoena to the Sheriff of Pope County  
returnable said term August 21 1831

To the Clerk of the Perry  
Circuit Court Winchester

H. B. Jones Solicitor  
for Hawkins

Filed August 21<sup>st</sup> 1831

Lewis Hammack

Samuel Hawkins

Philip Maynard  
David McHenry

Perry County Circuit Court

I do hereby enter myself  
security for cost in this cause and acknowl-  
edge they self bound to pay or cause to be paid  
all cost which may accrue in this action  
either to the opposite party or to any of the officers  
of this Court in pursuance of the Law  
of this State Acted this 15<sup>th</sup> day of August  
1831

John R. Caldwell

Filed September 16<sup>th</sup> 1831

Lewis Hammack



James Bruce in the name of the People following to wit

State of Illinois & The People of the State of Illinois  
Perry County To the Sheriff of Perry County Greeting  
We command you that you summon Philip  
Wineyard & David Mc Hoge if they shall be  
found in your County to be and appear before  
the Judge of our Circuit Court in and for the  
County of Perry on the first day of the  
next Term thereof to be commenced and holden  
at the Court house in the town of Pinckney  
ville in said County on the first Monday of  
October next to answer unto the matters  
& things contained in a certain bill in chan-  
cery Exhibited against by Samuel Hawkins  
and further do & receive whatever the said  
Court may shall consider in that behalf  
and have you there and there this writ

Lewis Lewis Hammack Clerk of our  
said ~~Circuit~~ Court at his office in  
Pinckneyville this 10th day of October  
in the year of our Lord one thousand  
Eight hundred and fifty one and  
the seal of said Court affixed

Lewis Hammack Clerk

Executed by Copy to D Mc Hoge etc 17  
1837 P Wineyard not found

Swearing 50  
12 Nates 60  
Return 10

Filed Oct 14 1837 J. W. Frye Sheriff  
Lewis Hammack Clerk



Such afterwards to wit at a Circuit Court  
began and held at the Court House in the  
town of Prichardville in and for said  
County of Perry on <sup>the first</sup> Monday of October  
in the year of our Lord one thousand  
eight hundred and fifty one A.D. 1851  
The Underwood ~~Plaintiff~~ ~~of the same Judicial~~  
~~Circuit~~ Presiding the Counsel for the said  
filed then submitted which is in words and  
figures following to wit

Samuel Hawkins } In Chancery  
Philip Vineyard } In the First Circuit  
David McGeary } Court October term  
A.D. 1837

The Demurrer of Philip Vineyard and  
Samuel Hawkins David McGeary to Bill  
of Complaint of Samuel Hawkins  
Complainant

These Defendants by protestation not con-  
fessing or acknowledging all or any of the  
matters and things in said Complainant's bill  
certained to be true in such manner and  
form as the same are therein and thereby  
set forth and alleged do demur to the said  
bill and for cause of demurrer show that the said  
Complainant has not by his said bill made  
such a case as entitles him in a Court  
of Equity to relief from these Defendants  
respectively or either of them as to the matters  
certained in <sup>the</sup> said bill or any of such  
matters and for cause of demurrer seek  
that it appear by the said Complainant's own  
showing by his said bill of Complainant



That the said Complainant is not Entitled  
 to the relief prayed by his said Bill against  
 these Defendants Wherefore and for as well  
 other good causes of Demurrer appearing  
 in the said bill of Complaint these Defendants  
 do demur to the said bill and to all the  
 matters and things therein contained and  
 pray that Judgment of this Honorable  
 Court whether they shall be compelled  
 to make any further or other answer  
 to the said bill and they humbly pray to be  
 here dismissed with their reasonable costs  
 in this behalf sustained

Allen & Edwards  
 for Defendants  
 Silas Petotew J<sup>r</sup> Oct 18 1807  
 Lewis Hammack  
 C.M.

And afterwards did writ on the 7th day of October  
 A.D. 1807 at said Circuit Court the Court finally  
 setting the following Order was entered of Record  
 & writ

Samuel Hawkins }  
 vs } Bill in Chancery  
 Philip Viniana & }  
 David McGeog } And now at this day  
 comes Philip Viniana & David  
 McGeog by their attorneys  
 Allen & Edwards

as well as the said Complainant by Jones his  
 Solicitor thereupon the said bill by the attorneys  
 demurs to the said complainants bill which demur  
 ur is sustained & It is therefore ordered by the Court  
 that said complainants bill be dismissed thereupon  
 the said Complainant prays an appeal to the superi-  
 or Court of this State which appeal which said appeal  
 is allowed by the said Complainant giving bond in 5000 dollars  
 with John R. Hawkins as his security &c



Know all men by these presents that we Samuel Hawkins & John R. Hawkins of the County of Perry & State of Illinois are held and firmly bound unto Philip Vereyana ~~of the County of Perry~~ & David McHogg of the County of Perry State of Illinois in the Penal sum of fifty dollars Lawful money of the United States which payment well and truly to be made we our heirs our heirs Executors and administrators jointly severally and firmly by these presents with our hands and seals this 1st day of November A.D. 1837. The Conditions of the above obligation is such that whereas the above bounden Samuel Hawkins filed his certain bill in Chancery against Philip Vereyana & David McHogg at the October term A.D. 1837 of the Perry Circuit Court which said Bill was Summed to & Demurr sustained & bill dismissed whereupon the said Samuel Hawkins has taken an appeal to the Supreme Court of this State Now if the said Samuel Hawkins shall well and truly prosecute his said appeal & pay all cost that shall be adjudged against him then & this obligation shall be null & void otherwise to remain in full force and virtue in Law taken and approved by Samuel Hawkins Seal  
 me this 1st day of November John R. Hawkins Seal  
 A.D. 1837

Lewis Hammack

Filed November 1st A.D. 1837

Lewis Hammack

Clerk Jus  
 Sheriff of Perry Co

\$ 6.30  
 120  
 6.30

OK



State of Illinois, J. O. Lewis Hammock  
Deputy County Clerk of the Circuit Court within and  
for the County of Perry and State of Illinois do hereby certify  
that the above & foregoing is a true and correct copy of the  
Proceedings in the above entitled cause & also copy of  
all of the papers belonging to said cause on file in  
my office

In testimony whereof I have hereunto  
set my hand & affixed the seal of  
said Circuit Court at my office  
in Pineknayville this 15th  
day of June AD 1832

Lewis Hammock  
Clerk

2300-6-20

Haslam

Bill to act

Wingard

+ Hope

He also with permission

has to change of page 2

and to examine page 2

to the above cause

Return to the

in books

File 2 1/2  
1832