

8794

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

# Supreme Court of Illinois

Elizabeth Pensoneau, et al,

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vs.

Wm. Bleakley, et al

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State of Illinois  
County of St. Clair

Be it remembered that in the Circuit Court within and for the County of St. Clair and State of Illinois at the September term thereof A.D. 1850 in a certain cause then pending in said Court in Chancery between Elisabeth Penzoneau and others heirs at law of Laurent Penzoneau dec'd. Complainants, and William Bleakly, John Bleakly, Nicholas Charles Radiger & Julia Radiger his wife Defendants a decree was made by said Court in words and figures following, to wit:

On the first Saturday of the term came the parties by their respective solicitors and the Complainants except to so much of the Masters Report as allows the said Defendants for the price received for timber, which said exception is overruled by the Court. And the Defendants having refused to ratify the sale made by John Hays agent to William A. Beard and by Beard to Hays for the South half of Sect. in Township one North of Range nine West, containing ~~to~~ 320 acres lying in the said County of St. Clair, and the Court being satisfied by the evidence of the truth of the allegations in the answers of said Defendants: It is thereupon finally ordered, adjudged and decreed, that the said Deed from Hays agent to William A. Beard for said land dated June 20<sup>th</sup> A. D. 1817, and the Deed from William A. Beard to said John Hays dated January 9<sup>th</sup> A. D. 1818. be deemed and held for naught both at law and in equity. And the Master in Chancery having reported, that on the 16<sup>th</sup> day of July last there was justly due to the Complainants out of said land the sum of five hundred and ninety four Dollars &

ninety Cents and the Court allows interest on the same up to this date leaving the amount now due Six hundred Dollars & eighty four Cents: It is further ordered & decreed, that unless the said Defendants pay the said sum of six hundred Dollars & eighty four Cents with interest at six per Cent from this date to the Master in Chancery for the use of said Complainants & the costs herein after mentioned within sixty days: the said Master upon giving twenty days previous notice describing with reasonable certainty the time, place and terms of sale in four of the most public places of said County, sell to the highest & best bidder for cash the said premises and make a deed to the said purchaser or purchasers for the same, transferring to said purchaser or purchasers the right, title and interest of all the parties in this Suit to the premises, & upon such selling that the Master pay the costs of this Suit & of the execution suit mentioned in said bill, and the amount due said Complainants & the remainder to the Defendants, and that he report to this Court his proceedings in the premises at the next term.

The Complainants here pray an appeal which is allowed to them, conditioned that the said Elisabeth Penouneau, one of the Complainants, enter into bond to the Defendants in the sum of five hundred Dollars with David W. Hopkins as security within thirty days from this day, conditioned according to law.

The Complainants thereupon on the tenth day of September A. D. 1850. file their bond in words and figures following, to wit:

Know all men by these presents, that we Elisabeth Penouneau & David W. Hopkins of the County of St. Clair and State of Illinois are

held and firmly bound unto William Bleakly, John Bleakly, Nicholas Charles Radiger & Julia Radiger his wife in the penal sum of five hundred Dollars, for the payment of we jointly and severally bind themselves, our heirs, executors and administrators firmly by these presents. Witness our hands and seals this seventh day of September A. D. 1850.

The Condition of the above obligation is such, that whereas the above bounden Elisabeth Pensonneau did on the seventh day of September A. D. 1850 pray for and obtain an appeal to the Supreme Court of the State of Illinois at St. Louis from the decision of the Circuit Court in and for the County of St. Clair and State of Illinois made at the September term thereof A. D. 1850 in a certain Cause therein pending wherein Elisabeth Pensonneau widow & others were Complainants, and William Bleakly, John Bleakly, Nicholas Charles Radiger & Julia Radiger his wife were Defendants: Now if the said Elisabeth Pensonneau shall prosecute her said appeal with effect, and shall moreover pay the amount of the judgment, Costs, interest and damages rendered and to be rendered against her in case the judgment of the said Circuit Court shall be affirmed by the said Supreme Court, then the above obligation to be void, otherwise to remain in full force and virtue.

Elisabeth <sup>her W</sup> Pensonneau  
D. W. Hopkins

I Theodore Engelmann Clerk of the Circuit Court within & for the County of St. Clair & State of Illinois hereby certify, the foregoing to be a correct & complete Copy of the decree in the within named Cause, together with the order of the Court allowing

an appeal and of the appeal bond filed accordingly as the same  
appear of Record and on file in my office.

In testimony whereof I have hereunto  
signed my name and affixed the seal of  
Said Court this eighth day of November  
A. D. 1850  
Thev. Congelmaris

Elizabeth Anderson  
vs  
app'ts

William Buckley &  
others.

Filed the 13<sup>th</sup> day  
of November A. D.  
1850 J. A. Custard  
Clerk

Paid 1.00  
cash 0.55  
= \$ 1.55.

State of Illinois, }  
SUPREME COURT. } ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of *St. Clair* GREETING:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *St. Clair* county, before the Judge thereof, between *Elizabeth Penseman, & Charles Penseman* widow & heir at Law of *Lorent Penseman* deceased

plaintiffs and *William Bleakley,*  
*John Bleakley, Nicholas C. Bleakley,*  
*Rudiger & Julia Rudiger*

defendant it is said manifest error hath intervened to the injury of the aforesaid *Elizabeth Penseman and others* as we are informed by *their* complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly without delay send to our Justices of our Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at *Springfield* in the county of *Liangamon*, on the *2<sup>d</sup> Monday* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Witness, the Hon. *Samuel H. Treat* Chief Justice of the Supreme Court, and the seal thereof, at *Spring-*

*Vernon* field, this *15<sup>th</sup>* day of *March* in the year of our Lord, one thousand eight hundred and *fifty one*

*Pinney D. Preston*  
Clerk of the Supreme Court.

In this cause in the Supreme court the Respondents  
 Geo W. Bleakley & others agree to enter their appearance at  
 the next Term 1851. of said Supreme Court, waiving notice  
 by publication March 17<sup>th</sup> 1851. Jas L. D. Morrison  
 Atty for Respondents

I acknowledge service of this writ this 17<sup>th</sup> March  
 1851 — J. B. House Master  
 in Chancery

Supreme Court.

Elizabeth Sumner  
 et al — Plaintiff in error

vs.  
 Wm. Bleakley  
 et al — Defendant in error,

Writ of error,

8794

Filed 14 March  
 A. D. 1851

Timothy D. Butler  
 Clerk

State of Missouri  
 Supreme Court  
 The within writ of error is to stand  
 as a supersedeas, and as such as to stop  
 by all concerned  
 Given under my hand this  
 the 14<sup>th</sup> day of March Anno Domini  
 1851. at St. Louis, Mo.