

No. 8735

# Supreme Court of Illinois

Charles Grimes

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vs.

Wm. Williams



Pleas had in the Circuit Court of Clay  
County, Illinois at the September Term A.D. 1858  
the Honorable Justice Garland Presiding.

William Williams }  
vs } Appeal  
Charles Grimes }

Now at this day comes  
the Parties by their attorneys & this Cause is submitted  
for trial by the Court without the intervention of a jury,  
whereupon after evidence heard the Court not being  
sufficiently advised took time &c

William Williams }  
vs } Appeal  
Charles Grimes }

Now at this day comes the  
Parties by their attorneys & the Court being sufficiently  
advised in the premises what Judgment to render  
it is considered by the Court that the Judgment of  
the Justice of the peace be reversed & that the Plain-  
tiff herein have Judgment for twenty nine & 50/100  
dollars. It is therefore considered & adjudged by the Court  
that the Plaintiff herein have Judgment against the  
said defendant for the said sum of twenty nine & 50/100  
Dollars his debt & his costs in this behalf expended as  
well before the Justice of the peace as in this Court  
& thereof have execution &c

Whereupon the defendant presented his bill of excep-  
tions to the Court which were allowed, signed & recorded  
& made a part of the record of said Court.



Transcript  
from  
Clay Circuit  
Court

Charles Grimes, app<sup>l</sup>  
clant  
v  
Wm Williams ap<sup>p</sup>  
pelle

Error to Clays  
v " "

Constable, Attorney.



Bill of exceptions

State of Illinois Clay County  
Clay Circuit Court  
September Term 1855

William Williams }  
vs }  
Charles Grimes }

Appeal

1855

the September term 1855. Be it remembered that at  
the September Term A. D. 1855 of the said  
Court on Tuesday being the second day of the said  
term this cause which was a suit for a conveyance  
improvement came on for trial before the Judge of  
the Court Hearlan presiding, without the intervention  
of a jury. Whereupon the plaintiff, proved by William  
Smith that sometime in the month of October last  
he went to William Williams, with the defendant  
that he had told defendant, who wanted to enter some  
land having an improvement upon it which he co-  
uld buy, that Williams had such improvement for  
sale, that Williams and Grimes, accompanied by witnesses,  
went on to the improvement in question that Williams  
showed defendant a stake, which he said was in the center  
of the eighty acres, on which the improvement was, on the line be-  
tween it and the land of John Dittler, which lay on the  
East of said eighty, that Williams showed defendant  
about eighteen acres of an improvement broken and fenced  
and having on it a well walled, a pole stable without a  
roof & a cabin of ordinary character, without doors or win-  
dows that he told him that it was supposed that the int-  
ory of the yard, an adjoining or near the West took ab-  
out an acre & a half to two acres of the improvement, but  
it would not exceed two acres. That thereupon defendant  
agreed with Williams to give him fifty dollars for the



Com growing on improvement and if he would take his money & go to the land office & enter that eighty acres in his name, he would give him two hundred dollars for this improvement; that he was too old and not able to make an improvement and he wanted this tract of land because of its having that improvement on it; Witness states that defendant got the Corn, which was a separate contract, and about two or three acres of the improvement with the stable, cabins & well on it, that he also got the fencing, Williams got the having hauled it on to his eighty after the entry. Plaintiff proved by witness that defendant paid plaintiff one hundred and one dollars and fifty cents on the improvement. That Williams took the money of defendant, went to the land office at Vandalia and entered the eighty acres of land he represented as embracing the improvement of Bryant. By Woodson Bryant plaintiff proved that in the month of December last the defendant in Indiana gave him one hundred and forty nine dollars & requested him to bring it here & if he saw William Williams to hand it over to him, but if not there to hand it to his son Stephen Grimes, that he brought it here but not seeing Williams, he handed it over to Stephen Grimes - here Plaintiff rests his case.

The defendant then proved by Stephen Grimes that on the evening of the same day when his father and Smith went to Williams, he went up to Williams house with his father, and there heard a conversation between them about this improvement in which Williams told his father, the defendant, that he would insure that Bryant's improvement would not take more than two acres, that this was after the contract was made. That he stepped the land and found that it would take about fifteen acres, that he never paid the money to Williams, received of Bryant as that fact.



By William Bryant he proved that in the month of September last he entered the eighty adjoining the tract entered by Williams for Grimes - that this was done before the sale of Williams improvement to Grimes - That on his way from the land office Williams met him & in a conversation told him that his entry took one half if not two thirds of his improvement - That in frequent conversations with Williams, Williams told him that the eighty he entered would take a great part of the improvement at least half (but he Williams did not think it would take so much - That his entry took about fifteen acres of Williams improvement,

By William G. Spence, defendant proved that he heard Williams say to Grimes next morning after the time referred to by Smith, that the entry of Bryant might take two acres of the improvement but he would insure it not to take more than two & a half acres -

By Wesley Wood defendant proved that he had measured said improvement, that only a narrow strip seventy nine rods long and three rods wide in the middle of a triangular strip & contained about three acres, was on the eighty entered by Williams for Grimes - That the Cabin, Stable & well were on this strip & he saw the rails lying scattered along on the eighty which he supposed were removed upon around the improvement on Bryant's land - that he made doors & windows for the Cabin for Grimes - that the whole improvement he got on his eighty would not exceed one hundred dollars in value and probably over it worth more than seventy five dollars - This was all the evidence in the case, Plaintiff claimed a balance due him of \$79.50 on his improvement, and defendant claimed that the contract was void for reason of the fraudulent representations of plaintiff -



Whereupon the Court not being advised to the time  
And afterwards on Thursday being the fourth day  
of said term the Court being then advised rendered judg-  
ment against the said defendant and in favor of  
said Plaintiff for the sum of twenty nine dollars &  
fifty cents. To the rendition of which judgment the  
defendant by his counsel excepts & asks that this his  
bill of exceptions may be allowed, which is done &  
the same made a part of the record.

J. Harlan

State of Illinois } S.S.

Clay County }

H. Jackson P. Hingate Clerk  
of the Circuit Court of said County

do Certify that the foregoing is a correct copy of the  
proceedings in the case to which they appertain.

Given under my hand & seal of office  
at Louisville this 22<sup>d</sup> day of  
November A. D. 1853

H. Jackson P. Hingate Clerk  
HJ

State of Illinois }  
1<sup>st</sup> Grand Supreme  
Court Division }

Supreme Court.  
November Term A. D. 1853

And now comes the  
said Charles Priney, Plaintiff in Error  
herein by Constable his attorney, and says  
that in the foregoing proceedings in the Clay



Circuit Court, in the ~~said~~ cause, manifest error has intervened to his prejudice, and assigns as specifications thereof,

1<sup>st</sup>.

That the said Circuit Court erred in treating the contract proven as made between Guines and Williams, for the purchase of the pretended improvement of Williams by Guines, as valid & binding in law, when by the law of the land such contract should have been adjudged void for reason of the fraudulent representations and conduct of the said Williams, and the said Guines released from any liability thereunder.

2<sup>nd</sup>

The Court below erred in reversing the judgment of the justice of the peace and rendering judgment against the said Guines and in favor of the said Williams for the sum of twenty nine dollars & fifty cents, as the balance due from Guines to the said Williams, under the said contract for the said pretended improvement, when by the law of the land the Court should have affirmed the judgment of the justice of the Peace against the said Williams for Ninety Nine dollars and a half, money paid by the said Guines to the said Williams for the pretended Congress improvement, before the fraud of the said Williams was ascertained, and the said Guines apprized of his misrepresentation touching the location of the improvement which he intended to and supposed he had purchased of him.



3  
The court below erred in reversing the judgment of the justice of the Peace, and rendering a judgment against Grimes, & for William, when by the law of the land, under the circumstances, proven, it should have affirmed such judgment, and rendered a judgment for Grimes & against William.

The existence of all which said errors, as also of other, in said proceedings apparent, the said Grimes, Plaintiff in Error as aforesaid, is ready to satisfy by the record. Wherefore he prays that the said record may be inspected by this court, and the said errors by the judgment thereof, corrected in due form of law, as to right may appertain; and that the said plaintiff in Error, may by such judgment, be restored to all his rights in the premises, which have been denied to him, and which by reason of the errors aforesaid, he has lost &c.

Constable, Attorney  
for Defendant in Error.

Wm Nelson

Wm Nelson for defendant in error



STATE OF ILLINOIS, }  
SUPREME COURT. } ss.

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Sheriff of *Clay* County,

Because in the record and proceedings, and also in the rendition of the judgment, of a plea which was in the Circuit Court of *Clay* County, before the judge thereof, between *William Williams* Plaintiff and *Charles Grimes* defendant,

it is said that manifest error hath intervened to the injury of said *Charles Grimes*

as we are informed by *his* complaint, the record and proceedings of which said judgment, we have caused to be brought into our Supreme Court of the State of Illinois, at Mt. Vernon, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said *William Williams*

that *he* be and appear before the Justices of our said Supreme Court, on the first day of the next term of said Court, to be holden at Mount Vernon, in said State, on the Second Monday in November next, to hear the records and proceedings aforesaid, and the errors assigned, if *he* shall think fit; and further to do and receive what the said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said *Charles defendant* notice, together with this writ.

Witness, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Mount Vernon, this *28th* day of *July* in the year of our Lord, one thousand eight hundred and fifty-*four*

*F. D. Pustar* Clerk of Supreme Court.  
by *D. P. Bayha*



It has this day served the within Summons by  
giving notice to William Williams, Witnesses as required  
in the within writ in presence of Samuel  
Baldwin & John Adams, on August the 18th  
1854  
W. B. Walker Sheriff  
County of Clay Georgia

Grimes  
vs  
Williamson

Subpoena

Sheriff's fees  
Serving Summons  
Milage 10 miles 50  
Returning 10  

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\$1.10  
W. B. Walker  
Sheriff

This writ is returned on a  
return made on it as directed is to  
be stayed by all Comers  
J. D. Smith  
by J. D. Smith



# Charles Guines v William Williams

Williams received judgement against Guines in the Circuit Court, for twenty nine dollars & fifty cents, as a balance due for an improvement on the public land sold by defendant to plaintiff.

Before the sale the parties went upon the land, where defendant showed plaintiff, who appears not to have been a resident of that neighbourhood at the time, a stake which he represented as being in the center of an eighty acre tract of public land, and also an improvement, which he represented to be upon the tract, consisting of a field of about eighteen acres, fenced & broke, a pole stable, without roof, an ordinary cabin without doors or windows, and a well walled up. He further represented that about an acre & a half or two acres of the field was upon the land of a Mr Bryant lying adjoining on the west. From this examination, and upon these representations, Guines agreed to give Williams fifty dollars for the corn growing on the field, and two hundred dollars for the improvement, if Williams would take Guines's money and go to the land office, & purchase the land for him of the Government, to this Williams assented. Guines paid him for the corn, one hundred and one dollar & fifty cents on the improvement, and gave him the money to purchase the land of the United States. This Williams did soon after, and after that hauled the rails of that part of the improvement lying off the eighty, on to it. The proof further shows that about fifteen acres of this improvement was on Bryant's land, and that Guines got only about three acres including the house, stable and well.

The adjoining land of Bryant was purchased by him some time before this sale of the improvement. He states that as he returned home from purchasing his land, he met Williams, who stated to him that his



Bryant's land would take half to three fourths of the improvement. This is not reconcilable with good faith and fair dealing with Grimes.

Having this knowledge of the lines, and that more than three fourths of the improvement lay upon the land of another, it was his duty to disclose the fact to Grimes, who was seeking for improved public land. He has availed himself of a fraudulent representation to enhance the value of what he did own, by fixing a price upon it which included the value of fifteen acres of Bryant's land. The finding and judgment of the Court we think erroneous, because of this fraud - and would without it, be erroneous on the proof showing a failure of the consideration. The highest estimate, fixed by the witnesses upon that part of the improvement which Grimes got, was one hundred dollars, and varying down to seventy five.

But at the highest sum, it is shown to have been overpaid - and the judgment cannot be sustained on this, if it were the only ground of defense.

Judgment reversed.



Charles Guines v. Mr. Williams

Opinion by  
Scates J.

Copied



No 4

November 1854

Charles Grimes

v

William Williams

Error to Clay

Opinion by  
Scates J.

8735

Judgment reversed

~~8735~~

No 4

Charles Grimes

v

William Williams

Error to Clay

Opinion by  
Scates J.

Judgment reversed