

8486

No. _____

Supreme Court of Illinois

Enoch Moore, et al,

vs.

Trustees of School

71641  7

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Pleas had before the Hon. Justice
Harlan, judge of the Circuit Court in
and for the fourth judicial Circuit,
including the county of Clay, at a cir-
cuit court began and held at the
court house in Louisville in the
county of Clay and State of Illinois,
on the fourth Monday of March A. D. 1855,
be it remembered that on the 1st day of
June A. D. 1854, a suit was commen-
ced, on the Chancery side of the circuit court
in and for said County, wherein the
Trustees of schools of Township Three
north Range Eight in the county & State
aforesaid, were Complainants, and
Enoch Moore School Commissioner of
said County and John S. Taylor were
Defendants, the proceedings whereof, and
the papers filed therein, and the papers
read in evidence in said cause, the
following, in words & figures, are true
and correct copies, viz:

Bill

State of Illinois }
Clay County } P.

To the Honorable Jus-
tice Harlan, judge of
the 4th judicial Circuit, in the State of
Illinois, at the May Term of A. D. 1854 of the
Circuit Court in and for the county of Clay,
In Chancery sitting:

Humbly ~~Complaining~~ representing shew-
eth unto your Honor, your Orators, the

2.
Trustees of Schools in Township Three
North of Range Eight East, That the whole
of the sixteenth or school section in said town-
ship remains ~~undisposed~~ undisposed of except as
hereinafter set forth, and belongs to the said
Township, for the purposes of the original grant
of the sixteenth section to the States, That said
section, without the preliminary steps having been taken
& contrary to law, was offered for sale in the year
A. D. 1837, as your orators are informed, but only
the South West quarter of the South West quarter
of said section sixteen was finally disposed of
and conveyed out of the original grantees. Your
orators show that the lands in said section were
appraised at little more than one dollar
per acre, average, which will appear from re-
turns on file in the office of the school Commis-
sioner of the said County of Clay to which refer-
ence is had for greater certainty and the purposes
of this bill. Your orators show that the circumstan-
ces affecting said lands continued about the
same, until the year 1852, or 1853, when the lo-
cation through said 16th section, and commen-
cing construction of the Ohio & Mississippi
Rail Road enhanced the value of said lands,
and the same are now worth from seven to
fifteen dollars per acre, and have so
been estimated, for at least the year last
past. Your orators show that such change in
things having occurred as affecting the value of said
land, and the interest of the inhabitants of Township
Three North of Range Eight East, as aforesaid,

in connection with this Schools in November A.D.
1853. S. S. Hopkins, then School Commissioner
of Lelay County, and agent for the inhabitants
of said Township Thru in the management of
said lands, in pursuance of a petition of the in-
habitants duly executed and presented to him,
directed your orators to have a survey & reapprais-
ment of the said ~~lands~~ sixteenth sections in
said Township Thru North, except the quarter
quarter which had been sold as aforesaid.

Your orators show that from time to time
they endeavored to carry out said directions
but owing to their inability to procure a sur-
veyor the resurveying and the reappraisement
were unavoidably deferred. Your orators show
that pending this state of things, and without
any notice whatever to your orators, a certain
John S. Taylor of the County of Wayne, ap-
plied to the, one Enoch Moore, School Com-
missioner to buy said lands, at the valua-
tion or appraisement price of 1837. That said
School Commissioner, at first declined to
sell, but through the intimidations, persua-
sions, and importunities of the said Taylor, after
a treaty of some two weeks as your orators
are informed said School Commissioner sold
said lands to wit: all of section sixteen in Township
Thru North Range Eight East, except the
south West quarter of the South West quarter
of said section, to the said John S.
Taylor at and for the aggregate sum of
Eight hundred and thirty-seven Dollars, the
said Taylor executing his note for the purchase money
& giving a mortgage on said lands to se-

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even the payment of the same, when in fact
said lands were worth, and could have been
sold at public vendor for from five to six
thousand dollars, your orators shew that
said lands were finely & heavily timbered
and embraced one of the best mill sites, in
southern Illinois. Wherefore your orators charge
that said sale to the said John S. Taylor by
the said School Commissioner is illegal, fraud-
ulent and void, as to the inhabitants of Town-
ship Three north of aforesaid, and that the same
should be annulled set aside and voided
in every part, for reason of the fraudulent and
collusory conduct of the said School Com-
missioner, and the said Taylor, the great
and deplorable loss must be sustained in
the fund held by your orators in trust for pur-
poses of education, for the Inhabitants of said
Township Three north. Your orators shew that
said unlawful sale to Taylor was in the month
of February last, since which time, no convenient
opportunity has existed for presenting this wrong
of your orators to your honor. Your orators
further shew unto your honor that since
the sale to the said John S. Taylor as aforesaid
persons connected with the construction of
the Mississippi & Atlantic Rail Road,
have as your orators are informed and
believe under the authority and permis-
sion of the said Taylor entered on said
school lands and cut therefrom, from five
hundred to one thousand timber Trees thus
materially injuring said lands, and are still
engaged in so doing. That this act, viewing

the case as your orator do is a trespass, on the rights of the Inhabitants of said Township Three north, but even if your ~~orator~~ honor should adjudge said sale valid, is against right and equity, inasmuch as the timber so cut down is removed from the land, and consequently, the security to the said Inhabitants as furnished by the mortgage aforesaid, for the purchase money aforesaid is being constantly & greatly lessened in value - all of which is against equity & good conscience.

Now therefore in consideration of the premises, and to the end that the said Enoch Moore School Commissioner of Clay County, and John S. Taylor of Wayne County Illinois may be made parties, ^{defendants} to this ~~bill~~ your orator bill of complaint and that they may severally answer the same touching said matters in said bill set forth fully & particularly, but the right to have the answers under oath is expressly waived, and that pending the hearing of this cause a writ of injunction may issue, directed to the said John S. Taylor, and all persons acting by through and under him enjoining and restraining them from further cutting or removing away on any pretext whatever from the said premises to wit: all of section sixteen in Township Three North of Range Eight East except the south West quarter of the South West quarter of section sixteen aforesaid

any trees or timber whatsoever until further order of this court. - That on the final hearing of this bill your honor may order and adjudge and decree that the said injunctive be made perpetual - and that the said sale from the said Crook Moore School Commission as aforesaid to the said John S. Taylor, may be declared fraudulent, illegal and void in whole and in part, and that the title to the said premises may be decreed to be in your orators for the use of said inhabitants of Township Three North, and the same quieted from any doubts or prejudices arising from said fraudulent and illegal sale or contract for sale. and that your honor may grant all other and further relief in the premises which to right and equity may belong re.

May it please your honor to grant to your orators the Peoples writ of summons and injunction directed to the said Crook Moore School Commission and John S. Taylor and all others acting by through and under him re, directed to the Sheriffs of Clay County ~~and~~ Wayne County for service a writ for said John S. Taylor going to the County of Wayne as aforesaid, returnable according to law re.

And as in duty bound your orators will ever pray re.

Trustees of Schools, Town
3 North of Range 8 East,
by Constable atty re.

State of Illinois }
Clay County }
Daniel Westfall one
of the Trustees of Schools
in Township 3 North of Range Eight East,
being sworn says that the matters and
things set forth in the above bill are true
as he is informed or verily believes.
Sworn & subscribed in } Daniel Westfall
open court this 31st day
of May A. D. 1854.
J. P. Hargate, Clerk

State of Illinois }
Clay County }
The Clerk of the
Clay Circuit, ^{County} will
upon injunction in accordance with the
prayer of the within Bill, direct to John
C. Taylor and all ~~other~~ persons acting
through or under him, enjoining & restrain-
ing them under penalty &c. from cutting
down or further removal any trees or timber
from said section sixteen in Township
3 North of Range 8 East, except the S W
quarter of the S W quarter of said section,
not claimed by complainants, as also
summons requiring him to appear &c.
J. Harlan judge
of said Court,

On the back of said bill are the follow-
ing indorsements, viz:
Clay Circuit Court,
May Term A. D. 1854.
Trustees of Schools in Town 3 North

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of Range & East vs. Enoch Moore
School Commissioner, & John S. Taylor;
"Bill to cancel sale & for injunction
&c"

"Filed June 2^d. 1854.

J. P. Hungate Clerk"

"Constable & Prestow"

Writ of State of Illinois ss.
Injunction Clay County ss. The People of the State of Illinois
vs. John S. Taylor and all others acting by, through
or under him. Whereas the trustees of schools in
Township three North of Range Eight East have
exhibited their bill on the Chancery side of our cir-
cuit Court in and for said County setting forth
among other things that they are interested as trus-
tees as aforesaid for the use of the inhabitants of
said Township 3 North in all of the sixteenth section
in Township three North of Range Eight East except
the South West quarter of the South West quarter of
Section sixteen heretofore sold and conveyed, and
that a certain John S. Taylor without right or au-
thority & contrary to the Law by himself & others
acting by permission & direction have entered unlaw-
fully upon said premises & have cut & removed
from five hundred to a thousand trees from said prem-
ises and are still engaged in so doing. Now therefore
we command and enjoin you, the said John S.
Taylor and all others acting through him in like
manner offending from further interfering with
said described lands and particularly from cutting
down or removing from said premises any
trees standing or growing thereon or any timber
now found thereon until further order by our
said circuit Court in the premises under penalty
and further we command you the said John S.
Taylor to be and appear before our said circuit
Court on the first day of the next term thereof
to be holden at Louisville in the County of Clay on
the fourth Monday in the month of September next

them & their to answer unto the trustees of schools in
Township three North of Range 8 East touching the
matters & things complained of & exhibited against
him impleaded with one Ervork Moore by a certain
bill on the chancery side of our said court and
this you shall in no wise omit

Michap. Jackson P. Hingate clerk of
our said court & Seal of office at Louisville
Ky. the 1st June 1854.

J. P. Hingate clerk

On the back of which are the following endorsements
& c. Clay Circuit Court. Trustees of Schools
T3 N. R. 8 East vs John S. Taylor & others. Writ
of injunction. Sheriff pro se serving writ 50 Ret
10-60 June the 1st 1854. J. B. Walker Sheriff of
Clay Co Illinois

June the 1st 1854, I have served the within writ by
reading to John S. Taylor this writ & delivering to him
a copy of the same this 1st day of June 1854.

J. B. Walker Sheriff of
Clay Co Ills

Summons State of Illinois & c

Clay County & c The People of the state of Illinois
to the Sheriff of said County, Greeting: We command
you that you summon Ervork Moore, school com-
missioner in and for the county of Clay in the state
of Illinois, impleaded with one John S. Taylor
if he shall be found in your county, personally to be
and appear before the circuit court, on the first day
of the next term thereof, to be holden at the Court
house in Louisville, on the fourth Monday in the
month of September next to answer the trustees

of Schools in Town & North of Range & East in
the matters & things contained in their bill filed
filed in our said Court on the Chancery side
thereof on the first day of June 1854 to cancel
sale &c. And have you then and there this writ,
and make return thereon in what manner you
execute the same.

G S S
W

Wmup Jackson P. Mungate Clerk
of our said Court Court at Louisville
this 30th day of June in the year of our
Lord one thousand eight hundred and
fifty four. J. P. Mungate Clerk
Circuit Court

Upon the back of which are the following
indorsements &c. September Term 1856. Trustees
of Schools in T. B. N. R. & East vs Enock Moore
School Commissioner & John Taylor.

serve

I have served the within writ on Enock Moore by
copy and by reading the same to him this the
22nd day of August 1854. S. B. Malher Sheff
of Clay Co Ills

Sheriff fees for serw 50, 2 miles travel 10. Oct 10
70. S. B. Malher Sheff

September Term 1854
Trustees T. B. N. R. & East

Enock Moore School Commissioner
and John L. Taylor } In Chancery

Order

Now on this fourth day
of the term come the defendants by their attorneys
and file a Demurrer to complainants bill, and
there being no further proceedings had herein
It is ordered by the Court that this cause be
Continued &c.

State of Illinois Clay County Circuit Court ss:
September Term 1854

John L. Taylor
Clark Moore
vs.

In Chancery

Quites of 23 N & E 3

These defendants by protesta-
tion not confessing all or any of the matters and things
in the said Complainants bill contained to be true
in such manner and form to the same are therein set
forth and alledged, do demur to the said bill and for
causes of Demurr show that the said Complainants
have not, by their said bill, made such a case as
entitles them in a Court of Equity to any discovery
from these defendants respectively or either of them
or any relief against them, as to the matters conta-
ined in the said bill or any of such matters; and
that any discovery, which can be made by these
defendants or either of them touching the matters com-
plained of in the said bill or any of them cannot
be of any avail to the said Complainants for any of
the said purposes for which a discovery is sought again-
st these defendants by the said bill nor entitle the
said Complainants to any relief in this Court tou-
ching any of the matters therein complained of
Wherefore for divers other good & causes of demurr
appearing in the said bill, these defendants do
demur thereto, and they pray the judgments of
this honorable Court, whether they shall be comp-
elled to make any further or other answer to the
said bill and they humbly pray to be dismissed
from hence with their reasonable costs in this be-
half sustained

Edwin Beecher for
Defendants

Upon the back of which is the following &c
Gayler & Moore vs Trustees of S. N. R. & E. Demurrer
to Bill. Filed September the 28th 1854

J. P. Hingate clerk
March Term 1855 Clay Circuit Court
Trustees of S. N. R. & East

vs } In Chancery
Crock Moore & Co }
& John S. Gayler }

order Now on this fourth day
of the term come the Defendants and upon their
motion leave is granted them to withdraw their
Demurrer, and the Court thereupon requires the
defendants to answer Complainant's bill, and
the said defendants in compliance with the
rule of the Court, come and by their attorneys
and make separate answers according to the
matter and things contained in Compla-
inant's bill, and this cause coming on to be
heard by the Court upon bill, answers & replic-
ation and after evidence heard, the Court be-
ing not sufficiently advised took time &c.

answer The separate answer of John S. Gayler to the
bill of Complainant exhibited against him &
Crock Moore in the Circuit Court of Clay County
Illinois at its September term 1854 by the
Trustees of S. N. R. & E. the said defendant saying
& answering for answer says that true it is the whole
of section 16 in S. N. R. & of Range Eight E in said
county of Clay was in 1837 offered for sale at pub-
lic sale by the then school Commissioners of

2496-27

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said county, but denies that the preliminary steps had not been taken or said sale was contrary to law. He avers that said sale was in strict conformity to law, admits that only the South West quarter of the South West quarter of said section was sold at said sale. Respondent denies that said lands were appraised to but little more than \$1. per acre. Some of said lands having been appraised at \$3.00 per acre. Respondent admits that the proposed construction of the Ohio & Mississippi Rail Road might have and probably did to some extent enhance the value of said lands but insists that at no time within one year before the filing of said complaints have said lands been worth from seven to fifteen dollars, that at the time of the purchase of said lands wherein after mentioned by this respondent there were other lands adjoining which were subject to entry at the government price of one dollar & twenty five cents per acre, equal in quality to that purchased by this respondent in said section 16. That within three months preceding his said purchase he did so enter 160 acres adjoining said section. Respondent denies that any petition was ever presented to the said L. S. Grippins for a reappraisalment of said section sixteen, or that any such directions were ever given and insists, ^{that if} they were it was without authority of law and void, denies that said complainants were prevented from causing said lands to be reappraised as set forth in said bill or in any other manner. Respondent admits that he applied to said Enock Moore to purchase said lands at the appraisement value. Denies any intentions, persuasions

or importunities and avers that said Moore only declined accepting his offer until satisfied of respondents right to purchase said land, admits that he purchased said lands at and for the sum of \$837. That he paid to said School Commissioner the full amount of said purchase money and borrowed part thereof by giving a mortgage on that and other lands to secure the repayment thereof. Denies that said lands were worth or could have been sold at that time for five thousand Dollars. Respondent denies that said lands embraced a good mill site. He further claims that said lands were subject to annual overflows from the Little Malach river, being frequently covered with water in some places to the depth of ten feet. That the most of the lands adjoining were denominated swamp lands, and are but little if any superior in value to them. Respondent denies all fraud and collusion whatever; insists that his said purchase were in strict compliance with the law relating thereto and were legal and valid. Denies that any persons were cutting timber by virtue of license from this defendant and says ^{that} if they are, that on account of the additional security included in said mortgage the security to complainant is ample. Respondent further says that since the purchase of said land he has received from the governor of this state patents for all of said lands so bought by him except the South West quarter of the South East quarter of said Section, and claims that he is now the legal and Equitable owner thereof. And as to all other matters in complainants bill contained not expressly admitted this respondent denies and claims that full proof he made thereof and having answered fully prays to be

discharged hence wth this reasonable extⁿ &c

John L. Taylor

On the back of which are the following
endorsements &c

Trustees of G. B. N. R. & C.

vs.

John L. Taylor Et al

Answer of Deft

Filed March 29th 1855

J. P. Mungate Clerk

The separate answer of Enoch Moore to the
answer Bill of Complaint exhibited against him and
John C. Taylor the circuit court of Clay County Illi-
nois at its September Term 1854, by the Trustees of
Schools of Township 3 N. W. R. & E.

This Respondent serving and answering re:
for answer says That all of section 16 in said
Township was in 1837 offered for public sale,
by the school. He has no knowledge personally as
to the compliance with the various requirements of
the statutes relating to the sale of school lands
before offering them for sale, but is informed
and believes that said lands had been legally
appraised and offered for sale. Admits at
that sale only one tract was sold. Says
that instead of said lands only having been
appraised at \$1 per acre, they were appraised
considerably above that price, & a part of them
of ~~some~~ as high as \$3.00 per acre. Admits
that the proposed construction of said Rail
Road might have enhanced the value of said
lands, but to nothing near the amount claimed
in said Complainant's Bill. That for many
years after the appraisement of said lands,
and up to the time of the purchase by said
Taylor, there were other lands in the immediate
vicinity, thereof of equal value, which might
have been bought at \$1.25 per acre. Respondent
denies all knowledge of any petition being pre-
sented to said Hopkins for a re appraisement
of said lands. Insists that said School Commission
had no right to cause said lands to be revalued,

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and whatever he may have done therein, of which respondent knows nothing, were void. Admits that said Taylor applied to him to purchase said lands, that at the time said application was made, not being satisfied in relation thereto he delayed completing the sale, until he had fully satisfied him, as to his duty in the premises, when he sold said lands to said John C. Taylor, for the price set forth in Complainant's Bill.

Respondent denies all intimidations, persecutions or imputations - denies all fraud or collusion - but says that whatever he has done in selling said lands has been done in good faith, and without any intention whatever, of defrauding or wronging any one. Denies that said lands were worth at the time of said sale, \$5. per acre, and that they could have been sold for that price. Denies that there was a valuable mill site thereon. Respondent further says that most of said lands are subject to annual overflow from the Little Wabash River, thereby rendering them of much less value. That in some places they are frequently covered with water to the depth of two feet. Respondent further says, that since of said lands the governor of this state has executed and delivered to said Taylor, patents to said lands, except the South West ^{East} quarter of the South ~~West~~ ^{and as to} quarter of said section. ~~Admits~~ all other matters and things in Complainant's bill contained not expressly admitted this respondent all knowledge of and claims, that full proof may be made thereof, and having answered fully, prays to be discharged hence &c.

Enoch Moore

on the back of the foregoing answer of Enoch
Moon, are the following endorsements, viz;

"Trustees T. S. W. R. & E.

vs.

Enoch Moon et al."

"Answer of Deft."

"Filed March 29th 1855,

J. P. Hargate clerk."

Clay Circuit Court

March Term A.D. 1855.

The Replication of The Trustees of Schools
in Township Three North of Range Eight East,
complainants, to the several answers of
Enoch Moon and John S. Taylor
defendants, in a certain suit in Chan-
cery, now pending in said court, wherein
said repliants are complainants and
said Moon as School Commissioner of
Clay County & said Taylor are defendant
as aforesaid.

The said complainants for
replication to said answers, and each
of them says that the same are
untrue, uncertain, & inconsistent, and
that there is nothing in them or either of
them contained, to which said complainants
should now here thereto reply unto,
and further the said complainants bill
and the matters and things therein
contained, and set forth, are true

as the said complainants are ready to maintain & prove as this honorable court shall direct. Without this v.c. Therefore complainants pray as in the their said bill they have heretofore prayed v.c.

Trustees of Schools, T. S. N. R. & East

complainants

Constable & Ficklin

Solicitors v.c.

on the back of the foregoing replication are the following endorsements viz;

"Clay Circuit Court

March Term A. D. 1855"

"Trustees, T. S. N. R. & East

vs.

Crook Moore,

School Com. v.c.

& John L. Taylor."

"General Replication to defendants answers v.c."

"Constable & Ficklin"

March Term 1856

Trustees T. S. N. R. & East

vs

Crook Moore School Commissioners

and John L. Taylor

Now at this day

It is ordered by the court that this cause be continued v.c.

September Term 1856.

Trustees of Schools in
Township 3. North of Range
8 East,

vs.

Crook Moore School Com-
missioner of Clay County, Illinois
and John S. Taylor.

Bill to set aside
Sale of Lands &c.

Now at this day again come the parties to this suit by their Attornies, and this cause having been heard at the ^{March} ~~last~~ ^{April} term of this court, on bill, answers, replication and written and oral testimony, and the said court having found upon said trial the following facts to exist as alleged in complainants' bill, that is to say - That the sixteenth section, in said Township number eight, set apart for School purposes, under the law of the United States in such case made and provided, after having been partially surveyed and then platted according to the ^{and appraised by law then provided,} minor subdivisions, was offered for sale under the laws then existing, ^{of our Lord} sometime, in the year 1837, but that only the South West quarter of the South West quarter of said section was sold and conveyed, the residue remaining vested in the inhabitants of said township, or the State of Illinois for their use, for school purposes - That at the time of said survey and the appraisement of said lands under the law with a view to sale, they were appraised at various prices ranging between one dollar ^{& twenty five cents} and three dollars ^{per acre} ~~and fifty cents~~ - that at that time the country around and in said county of Clay was sparsely settled, and a large quantity of public lands in said vicinity was open for sale

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at the price of one dollar & twenty five cents, as provided
by law of the United States, and that but little improvement
had been made in the country - ^{which was principally in a state of nature -} That in the year 1832
and subsequently the Ohio & Mississippi Rail Road
was located through and near the centre of said
section and the country had settled and im-
proved to a marked extent - That said lands
became greatly enhanced in value being tim-
bered heavily & having a good mill-site thereon near
the river "the Little Wash" which ran through ^{said} and
divided ^{said} section, and were then worth from two
dollars and a half to fifteen dollars per acre
the greater part thereof being ^{proven to be of the greater} value. - That
at this time Luther S. Hopkins was school commis-
sioner for Clay County, and the inhabitants
of said Township ^{petitioned} petitioned him to have
a re-survey and re-appraisalment of said lands
which he ^{directed} ~~ordered~~ them to ^{have} ~~make~~ - that steps
were taken towards such re-survey, but owing
to repeated disappointments in procuring a com-
petent surveyor the same was deferred - That short-
ly after such direction, ^{at the election of the 10th 1853} said Hopkins
was succeeded in his office of School Commission-
er by Enoch Moore one of these defendants - That
said Enoch Moore was aware of the condition
of said lands, and of their great value being
only some seven or eight miles therefrom -
That shortly after the said Enoch Moore came into
said office, his said co-defendant John L. Taylor
^{who was fully apprized of the situation of said lands} ~~the survey~~ ^{appraisalment} ~~of said~~
^{applied to him to become the purchaser of the}
whole of said section sixteen remaining un-
sold, at the appraisalment of 1837 - That upon
said application said Moore refused to sell said
lands, but upon being threatened with a proce-
dure by the said Taylor for neglect of duty as an
officer if he did not do so, and after repeated argu-
ments by said Taylor that he was compelled by the

land to sell no more, and after continued
importunity on the part of the said Taylor
the ~~agreement~~ ^{agreement} between them for some days
said Enoch Moore sold and conveyed ~~and~~ ^{caused said land to be}
~~land~~ to the said John S. Taylor at and for
the sum of Eight hundred and thirty seven
dollars for the entire tract, being Six hun-
dred acres more or less, taking his note for the
purchase money payable one year after date
and mortgage security on the lands sold and
conveyed and on another tract of land owned
by said Taylor in the vicinity. That at said time
said school lands so sold were worth from twen-
ty eight hundred to thirty five hundred dollars
or variously estimated by witnesses, were heavily tim-
bered and ably located for farming, ~~and~~ timber
and milling purposes. That during the treaty for
purchase the said Enoch Moore did not consult
the plaintiffs or the agents for the inhabitants of said
Township ~~of~~ ⁱⁿ any portion of such inhabi-
tants; which facts being all the evidence before
said court, and the said court at that time not
being sufficiently advised what decree to render
with reference to the same in this case, having
taken time; and the said court being now, on the
fourth day of this the September Term A.D. 1856
of this court, satisfactorily advised what decree
to render herein, It is therefore now here finally
considered, ordered and decreed by the court, that
the said sale of Section sixteen in Township ~~of~~
north of Range eight east, except the south west
quarter of the south west quarter of said section, here-
tofore made by Enoch Moore School Commission-
er of Clay County, Illinois, to John S. Taylor, and the
~~conveyances~~ ^{conveyances} thereof in pursuance of said sale,
are illegal and fraudulent as to the said En-

habitants of Township Three North of Range eight east,
 and that said sale and conveyance be henceforth de-
 clared and taken to be void and not binding in law
 or in equity upon the said Inhabitants of said Town-
 ship three North of Range eight east; It is further or-
 dered adjudged and decreed by the court that the deed
 of conveyance, ^{resulting from the said sale} from the said Bush Moore School
 Commissioners of Clay County, be and the same
 is hereby cancelled and annulled, and the re-
 cord thereof ^{declared} invalid & of no effect, now or here-
 after, in law or equity, or affecting the title to
 said part of said section so conveyed as aforesaid;
 It is further ordered, adjudged, and decreed by the
 court, that the said Bush Moore School Com-
 missioners of Clay County aforesaid, shall and do
 upon demand deliver up to the said John L.
 Taylor, ~~and~~ his said note executed for
 the purchase money of said lands, and the se-
 curities taken from him for the payment
 thereof; and that said note, mortgages and
 securities be declared cancelled annulled
 and avoided forever, and that said Bush
 Moore School Commissioners or aforesaid repay
 to the said John L. Taylor any money by him re-
 ceived as interest on said purchase money
 if any such he has received - And it is fur-
 ther ordered and decreed by the court that the ti-
 tle to said lands so sold and conveyed, be deemed
 and taken as having ^{vested} ~~rested~~ and remained in the origi-
 nal parties to the grant under which the same vested
 as fully and completely as if no such conveyance had
 been made, ^{and} free from the claim of the said John L.
 Taylor or any person claiming by through or under
 him by virtue of the said sale and conveyance

by and in pursuance of the contract of Enoch Moore School Commissioner of Clay County Illinois as aforesaid and that said defendant to pay the costs of this proceeding to be taxed as by law provided &c

And Now on this day come the defendants by their attorney and take exceptions to the decree of the court herein rendered, and ask leave to file their bill of such exceptions during vacation of court, which by the court is allowed

Trustees J. S. R. & E. S.

vs.

Enoch Moore &
John S. Taylor

The said defendants by their counsel hereby specially except to the decree and opinion of the court in this cause, as to the evidence of the witnesses as set forth in said decree.

1st The said defendants object to the said decree because the testimony of the witnesses as detailed by them upon the trial is not preserved, or set forth in said decree.

2nd The defendants respectfully submit that the conclusions and opinions of the court as to the matters established by said witnesses, are not justified by the statements of said witnesses, as would fully appear if the same

were fully set in said decree, or preserved in depositions.

The Defendants, also except to the said decree for errors of law, as well as said errors of fact,

Titchitt for
Deft.

on the back of the foregoing exceptions is the following endorsement viz:

"Filed, September 25th, 1856.
J. P. Hingate Clerk"

State of Illinois Clay County

To Francis B Thompson - School
Commissioner and Agent for the inhabitants
of the County of Clay

The subscribers being white
male inhabitants of the age of twenty-one
years and legal voters of the Township of Law
known and designated on the plot of the Survey
of the lands belonging to the United States
as Township No Three in the district of
lands offered for sale at Pandalia lying in
the County of Clay, Being desirous to sell
and dispose of Section No Sixteen in the
said Township, granted by the United States
to the State of Illinois for the use of the inha-
bitants of the Township for the use of
Schools do hereby request that the said
Section be sold according to the law of
the State of Illinois Authorising a sale
thereof

In testimony whereof we hereunto
severally sign our names this 17th day
of October One thousand eight hundred
and thirty-seven

Francis Apperson

C. A. Parks

James Bush

William L. Huff

Seth Covens

John McCawley

John Ocheltree

Arthur McCawley

Levi Postwick

F. B. Thompson

David Boyer

Calvin Ridgway

Dugal Campbell

George Pharis

James Setheo

John Johnson

Benet W. Rosely

Allen Walston

David Sweeney

L. L. Alexander

Richard Pearce

James S. Wickersham

James Ocheltree

State of Illinois }
Clay County } 88

William S. Duff and Seth Evans
being severally sworn state that the persons
whos names appended to the foregoing ^{petition} are
each Male White inhabitants over twenty
one years of age and legal voters of Township
number three of Range number eight
East in the County of Clay as they verily
believe that each of the said persons signed
the said petition publicly and freely after
the contents thereof was made known and
explained to them in the presence of the
Deponents that the Deponents are Citizens
and legal voters of the Township aforesaid
and they verily believe that there are not
more than twenty eight White Male
Inhabitants and legal voters of the Township
above named

Seth Evans

William S. Duff

The aforesaid affidavit was subscribed
and sworn to before me, this 4th October
1838

J. B. Thompson J. D.

State of Illinois }
 Clay County } 4

We John O'Connell David W. Huff
 and John Ridgway Trustees of the School
 lands lying in the Congressional Township
 known and designated as Township No
 three Range number Eight East within
 the County of Clay being informed that
 the Subscribers of said Township are
 desirous to sell the school lands
 therein have proceeded to subdivide
 the same into tracts or lots and to
 value the same according to the true
 value thereof. The Map hereunto annexed
 is a correct Map of all the school lands
 within the Township. Also of the several
 tracts or lots into which the school lands
 have been subdivided. We propose that
 the said lands be sold in lots as marked
 and numbered on the Map -




All the lots in the North half
 of the 16th Section contain 38^{5/8} of Acres, All
 on the South 1/2 contain 39 Acres, and
 are bounded as described on the accompa-
 ning Map

31	Mr Value	lot Number	1	ac.	at	1.25	not sold
	"	"	"	"	2	1.25	not sold
	"	"	"	"	3	1.25 =	1.25
	"	"	"	"	4	1.25 -	1.25
	"	"	"	"	5	1.50 -	1.25
	"	"	"	"	6	1.25	not sold
	"	"	"	"	7	1.25	not sold
	"	"	"	"	8	1.25	not sold
	"	"	"	"	9	1.25	not sold
	"	"	"	"	10	1.25 -	1.25
	"	"	"	"	11	1.50 -	1.50
	"	"	"	"	12	1.25 -	1.25
	"	"	"	"	13	3.00	3.62 1/2

"	"	"	"	14	300 - 300
"	"	"	"	15	200 - 200
"	"	"	"	16	125 - Not sold

Given under our hands.

And seals. This 31 Decr 1837

John Chelton 
 David Duff 
 Galat Bridgway 

N

	a	b	c	d
rods 4	4	125	4	
77	4.25	3	2	1
B	Elm	Elm	not set	not set
rods 4	1.25	not set		
77	5	6	7	8
W 6			not set	not set
rods 4	4	4	not set	not set
80	125	150	125	9
	12	11	10	
d	Elm	Bursh	Bursh	Redg
rods 4	McCaully	500	100	100
80	13	14	15	16
E	362 1/2	6	not set	not set
	78 rods	78"	78"	78"

The South 1/2 of the 16 Section
in each lot - Contains 39 acres
The North 1/2 Contains in each
lot - 38 1/2 acres

- (1) 2. W Oaks 14 S N 60 W 26 links
- 7. 8 Ash 5 S S 1 1/2 E 15
- (2) 3 Sasaprop 8 S S 13 W 6 Original Section Corner
- 6 7 Hickory 12 S N 3 1/2 W 31 Black 6 S N 61 W 14 links
- 13 4 W Oaks 18 S N 33 E 59 Black 3 S N 37 1/2 E 34
- 5 6 do 6 S N 1/2 E 125 Black 16 S S 65 1/4 W 26
- 15 6 Walnut 14 S N 6 W 32 W Oaks 24 S S 75 1/2 E 20
- 11 12 Elm 14 S S 13 E 16 Black 36 S N 21 E 25
- 16 7 Hickory 12 S S 8 E 10 Hickory 12 S S 75 1/2 W 14
- 11 10 W Oaks 30 S N 83 E 39 Black 2 S West 1
- 17 8 ----- } a Mound S 70 E 12
- 10 9 Hickory 3 S particular corner b Original 1/2 mile corner
- 10 9 Black 30 S S 86 W 2 Pin Oak 14 S 82 1/2 E 18
- 15 16 Box do 24 S S 24 1/2 E 50 c Hickory 14 S N 42 1/2 W 38
- 11 10 Black 20 S S 83 1/2 W 19 d Original Section Corner
- 14 15 Elm 14 S N 75 E 28
- 11 12 Hickory 12 S N 51 1/2 W 12
- 13 14 do 6 S S 70 E 8

Given under my hand this

31st day of Dec 1837

Eli. Everett N. C. S. C. of Clay
(116)

35
See p 13

20
 Poll Book for Town Three
 North-Range Eight East
 of the 3^d principal Meridian
 in Clay County Ills

Names of Voters
 Seth Evans 1
 John Grooms 2
 John P Coats 3
 Edmund Jones 4
 Austin McCauley 5
 B. W. Mosby 6
 Joseph Harlow 7
 James Sether 8
 David Boyard 9
 W. A. Crittenden 10
 Noah Travers 11
 Martin Helong 12
 Francis Apperson 13
 George Pharis 14
 John Chelton 15
 Robert Mosby 16
 Sherwood Harlow 17
 John W. Pharis 18
 Wm Schortley 19
 James Hoque 20

for temporary
 not-qualified




Trustees Names

	Francis Apperson	Wm Schortley	James M Hoque	Burns W Mosby	John Chelton	David Boyard
Seth Evans	1	1	1	1	1	
Noah Travers	2	2	2	2	2	
George Pharis	3	3	3	3	3	
Call Bridgway	4	4	4	4	4	
B. W. Mosby	5	5	5	5	5	1
Austin McCauley	6	6	6	5	6	
Joseph Harlow	7	7	7	6	7	
Edmund Jones	8	8	8	7		
James Sether	9	9	9	8	8	
Francis Apperson	10	10	9	9	2	

37
 28786-197
 Seth Evans
 Noah Travers
 George Pharis
 Call Bridgway
 B. W. Mosby
 Austin McCauley
 Joseph Harlow
 Edmund Jones
 James Sether
 Francis Apperson

William D. Bretton	10	11	11	10	3
John Cheltrie	11	12	12	10	4
James M. Hogue	12	13		11	5

At an Election held in
 Meyersville on the 13th day of April 1839 for
 Incorporating the third Congressional
 Township in Range Eight in the County
 of Clay and State of Missouri we do Certify
 that William Schooley Francis Apperson
 James M. Hogue John Cheltrie and Ben
 W. Mosely is duly Elected Trustees of said
 Township. Given under our
 hands & seals this 13th April 1839

Caleb Ridgway 
 John Cheltrie 
 David Duff 
 Trustees

To the School Commissioner of
 Clay County - to incorporate Township
 No 3 Range 8 East. And for the
 election of Trustees for said
 Township

June 9th 1833

To the Hon

S. S. Hopkins, School-Commissioner of Clay County - Ohs

We the undersigned petitioners pray you to bring speedily to sale according to law All that part of the Section Sixteen which remains unsold in Township No Three North and Range Eight East of the third principal meridian and we your petitioners will ever pray &c

A. H. Duff
Samuel Westfall
Jas R. Boothell
Blasbuel Foster
Wah Travis
J. V. Baynell
Wm B. Wilson
Josep. Cracher
Thomas Westfall
Robert E. Duff
J. B. Johnson
H. J. McCauley
J. D. Peakey
A. Jones
Wm. T. Tibleson
Wm. H. Hance
James Travis
Lueds T. Travis
Benjamin Donnellan
Clark Permillian
William Shoover
Henry Hinerman
Barnet W. Masely

Robert Shepherd
J. S. Hudson
A. M. Jarrell
Jeremiah Moore
James Permillian
Seth Evans
Susel Hand
Oliver Handley
Michael Hurst
A. Moore
John Henderson
J. R. Pitner
J. M. Armstrong
Wm. H. Bardin
David Greets
J. Ginn
John McCauley
S. Pharis
George Pharis
John Stever
John A. Walston

State of Illinois }
Clay County - } 88

We the undersigned Citizens
of Township Three North of Range Eight East
in Clay County Illinois do hereby Certify
that the names signed to the foregoing
petition were signed in our presence
after the true meaning thereof
was explained to them, and there are
sixty four inhabitants over the age
of twenty one years in said township
Done & S^d 1853

Subd

Abner Westfall
Meshack Hurst

Subscribed and sworn to before me this
19th 1853

L. S. Hopkins J. P.

Ordered that as the undersigned Trustees
of Schools in Township Three North Range
Eight East of the Third Principal Meridian
in the County of Clay State of Illinois
~~do hereby vacate the former valuation
of so much of the settlement section as remains
unsold in said township.~~

Given under hands this 13th day
of March A. D. 1854

A. H. Hoff }
Abner Westfall } Trustees
Meshack Hurst }

Doc A Matteson, Governor of the State
of Illinois, To All Whom these presents
may come greeting, Whereas it appears
from a return made to the Auditor by
Ezech Moor School Commissioner and
Agent for the inhabitants of Clay County
that in pursuance of the several acts of the
General Assembly of the State of Illinois Authorizing
the Sale of Section Number Sixteen or such
land as may be granted in lieu thereof for
the use of Schools, the said Commissioner
did on the Eleventh (11) day of February Eighteen
hundred and fifty four, sell to John S Taylor
a certain lot of land lying in the County aforesaid,
being part of Section Number Sixteen
(16) granted by the United States to the State of
Illinois, for the use of the inhabitants of ^{township} "Number
Three (3) North of Range Eight (8) East of the
Third principal Meridian, for the use
of Schools known and designated on the
map of the said Section, as made by the Trustees
of School lands within the said township as
Lot Number One (1) Being the North East Quarter
of the North East Quarter, Lot Number Two (2)
Being the North West Quarter of the ^{North} East Quarter
Lot Number Three (3) Being the North East Quarter
of the North West Quarter, and Lot Number four
(4) Being the North West Quarter of the North West
Quarter of the Section Sixteen Township and Range
aforesaid, containing One hundred and fifty five
²⁴/₁₀₀ (155 ²⁴/₁₀₀) Acres by Survey, and that the said John
S Taylor has paid to the School Commissioner
One hundred and ninety four (194) Dollars for
said lot of land the price for which the same
lots

In Consideration whereof the
State of Illinois does grant, bargain sell and
convey to the said John F Taylor the lot of
land aforesaid with the appurtenances thereof

To have and to hold the
same unto the said John F Taylor and to
his heirs and assigns forever in fee
simple as a sure perfect and absolute
estate

In testimony whereof I have
caused these letters patent to be made
patent and the seal of the State to be
hereunto affixed. Given under my hand
at Springfield this Twenty seventh (27) day
of November in the year of our Lord one
thousand Eight hundred and fifty four

J A Matteson

By the Governor

Alexander Starnes Secretary of State

Countersigned

Tho H Campbell

Auditor of public Accounts

Soel A Mattison Governor of the State
of Illinois, To all whom these presents
shall come greeting, Whereas it appears
from the return made to the Auditor of
public Accounts, by Enoch Moor School
Commissioner and Agent for the inhabitants
of Clay County that in pursuance of the
several Acts of the general Assembly of the
State of Illinois, Authorising the Sale of
Sections number sixteen or such land as
may be granted in lieu thereof for the use
of Schools, The said Commissioner did on the
Eleventh (11) day of February, eighteen hundred
and fifty four sell to John S Taylor a
Certain lot of land lying in the County afores-
aid, being part of Section number sixteen
(16) granted by the United States to the State
of Illinois, for the use of the inhabitants of
Township number Three (3) North Range
number Eight (8) East of the Third (3) Principi-
al meridian for the use of Schools known
and designated on the map of the said section
as made by the Trustees of school lands
within the said township as Lot number
five (5) being the South West Quarter of the
North West Quarter Lot number six (6)
being the South East Quarter of the North
West Quarter, Lot number seven (7) being
the South West Quarter of the North East Quarter
Lot number eight (8) being the South East
Quarter of the North East Quarter and Lot
number nine (9) being the North East Quarter
of the South East Quarter in Section sixteen
Township and Range aforesaid containing one
hundred and ninety four and twenty four hundredths

(194²⁴/₁₀₀) Acres by survey. And that the said John L Taylor has paid to the School Commissioner Two hundred and forty two ²⁵/₁₀₀ (242²⁵/₁₀₀) Dollars for said lot of land, the price for which the same sold

In consideration whereof the State of Illinois does grant, bargain, sell and convey to the said John L Taylor the lot of land aforesaid with the appurtenances thereof

To have and to hold the same unto the said John L Taylor. And to his heirs and assigns for ever in fee simple as a sure perfect and Absolute Estate

In testimony whereof I have this day caused these letters to be made patent and the seal of the State to be hereunto affixed

Given under my hand at Springfield this Twenty-Seventh (27) day of November in the year of our Lord one thousand eight hundred and fifty four.

D. A. Matteson

By the Governor

Alexander Starne, Secretary of State

Countersigned

Thos H Campbell

Auditor of public Accounts

Doct A Matteson Governor of the State of
Illinois, To All to whom these presents shall
Come Greeting Whereas it appears from
a return made to the Auditor of public Acco-
unts by Enosh Moor School Commissioner
and Agent for the inhabitants of Clay
County; that in pursuance of the several
Acts of the General Assembly of the State of
Illinois, Authorising the sale of Sections
number sixteen or such lands as may be
granted in lieu thereof for the use of Schools
the said Commissioner did on the Eleventh
(11) day of February, eighteen hundred and fifty
four sell to John S Taylor, a certain lot
of land lying in the County aforesaid being
part of Section number sixteen (16) granted
by the United States to the State of Illinois for
the use of the inhabitants of Township number
three (3) North of Range Eight (8) East of the Third
(3) principal meridian for the use
of Schools known and designated on the map
of the said Section as made by the Trustees of
Schools laid within the said Township as
Lot Number ten (10) being the North West
Quarter of the South-East-Quarter of Lot
Number Eleven (11) being the North-East-
Quarter of the South-West-Quarter Lot
Number Twelve (12) being the North West Quarter
of the South West Quarter, Lot Number fourteen
(14) being the South East Quarter of the South
West-Quarter and Lot Number sixteen (16)
being the South East-Quarter of the South-
East-Quarter of Section Township and Range
aforesaid containing one hundred and twenty five
(125) Acres by Survey. And that the said

John & Taylor had paid to the School Commission^{ers} ²⁵⁻⁴⁵
-sioner Three hundred and twenty one ⁷⁵
(321) ⁷⁵ dollars for said lot of land the price
for which the same lots

In Consideration Whereof the State
of Illinois does grant, bargain sell and
Convey to the said John & Taylor the lot of
land aforesaid with the Appurtenances thereof

To have and to hold the same
unto the said John & Taylor and to his
heirs and assigns forever in fee simple
as a sure, perfect, and absolute estate

In testimony Whereof I have caused
these letters ^{to be made} patent to and the seal of the State
to be hereunto affixed, Given under my
hand at Springfield, this twenty seventh (27) day
of November: In the Year of our Lord one thousand
and eight hundred fifty four

J. A. Matteson

By the Governor

Alexander Starnes Secretary of State

Countersigned

Thos. H. Campbell

Accts. Genl. of Public Accounts

Ordered that we the undersigned Trustees
of School in Township Three North Range
Eight East of the Third Principal Meridian
in the County of Clay and State of Illinois
do hereby vacate the former allocation
of so much of the sixteenth section as
remains unsold in said Township
Given under our hands
this 13th day of March A.D. 1854

N. H. Huff
Saml Westfall } Trustees
Michael Hurst }

Be it remembered that the foregoing
several plats, papers, & including the
petitions, surveys, plats, affidavits, orders
deeds &c. as above set forth are true
copies of ^{the} original ~~was~~ which were
read and considered in evidence
in the trial of this cause, and which
upon motion of the defendants is
hereby made part of the record
in this cause, ~~Witness the Judge of said~~
~~Court~~ The above papers and records were
all the evidence in the cause except the
oral ~~and~~ testimony of witnesses. Witness
The Judge of said Court.

J. Harlan (Seal)

State of Illinois § 39

Clay County } J. Jackson P. Hingate Clerk
of the Circuit Court in and for the county and state aforesaid, do hereby certify that the foregoing transcript contains a full and correct copy of all the papers filed in this cause and also of the orders of court made therein as appear from the files and records of my office

Witness my hand and seal of said Court at Louisville this October 31st

Charters fee \$12.00

1856

J. P. Hingate Clerk

Encls. (Mone &

Shaw S. Laylor, Pff in Err

10

The Trustees of L. S. R. & C. Co.

Err to Clay County

And now come the Sft. Encls. Mone & Shaw S. Laylor (Pff in Err) and say to the Court that there is in the foregoing Record manifest error, and now have assigned the following causes viz—

1st— There is no equity in Complainant's Bill & the same should have been dismissed for that reason

2^d— The Decree is contrary to law, and the evidence in the cause.

3^d— The testimony of the witnesses is not preserved either in the Decree or in any other form, wherefore it is impossible for the Court now to know ^{what} their testimony was and

4" you may see as the foregoing decree should be reversed -
In that the said record is otherwise full of errors,
and ought to be reversed. *Attendant to*

The debts in error say in malto est
erratum, *Wm. W. Underwood*
Solicitor for debts in error. *for Wm. Underwood*

1032

Quack Moore School Comrs
v. John S. Taylor

Trustees of N. A. East

Transcript from
Clay Circuit Court
at Weston

Clarks fee \$12.00

John Underwood 10.1857

A. S. Underwood Clerk

Paid \$2.00

This Oct 20. 1857. Received \$5.00
and on each \$2.00 from

State of Illinois---Supreme Court,

MT. VERNON, NOVEMBER TERM, 1857.

ENOCH MOORE, & JOHN L TAYLOR, Plaintiffs in Error,
vs.

The School Trustees of T. 3 N., R. 8 E., Defendants in Error.
Error to Clay—

THE Defendants in Error, filed their Bill in the Clay Circuit Court, June 1st, 1854, praying to annul sale of certain lands in sec. 16, sold by Moore, as School commissioner, to John L. Taylor, in February, 1854, and praying for injunction to restrain Taylor from waste.

The Plaintiffs in Error, answered severally; and the cause was heard at March Term, 1855, and a decree for Defendants in Error, as prayed, at September Term, 1856. The Plaintiffs here, prosecute a writ of error, to reverse that Decree.

The following matters appear in the Bill:

In 1837, all of Sec. 16, T. 3 N., R. 8 E., was offered for sale, without the preliminary steps having been taken, and contrary to law; but only the sw. qr. of sw. qr., was then sold—that the tracts were appraised at little over \$1 per acre—that the lands thus remained till 1852, or 1853, when they became greatly enhanced in value, by the location and work, upon the O. & M. Railroad, which crossed them—and that, at the filing of the Bill, the lands were worth from \$7 to \$15 per acre. That in November, 1853, L. S. Hopkins, School com., in pursuance of a petition for that purpose, directed the trustees to have a re-survey, and re-appraisal of said land, who failed to do so for want of a Surveyor, &c.

That Taylor applied to Enoch Moore, School com., in February 1854, to purchase said lands at the appraisal of 1837, that Moore at first declined to sell, but afterwards through the intimidations and importunities of Taylor, and after a treaty of some two weeks, Moore sold him the lands, for the sum of \$837, taking note, mortgage &c., when said lands, in fact, were worth, and would have sold, at public sale, for from \$5,000 to \$6,000. Bill prays that the sale be annulled, and set aside as illegal, fraudulent and void—also for injunction to restrain Taylor from cutting timber, &c.

Taylor answers—and admits that in 1837, the lands had been appraised, and offered for sale, denies that the proceedings therein were illegal, and avers they were according to law—admits that the location of the O. & M. Railroad, may have enhanced the value of the lands, but denies that the lands were worth the values claimed in the Bill—that most of said land was swampy, subject to annual overflows; and at the time of his purchase, there were government lands of equal value, adjoining, subject to entry at \$1,25 per acre. Denies that any petition was presented to Hopkins for re-appraisal, and that any such directions were given, as charged in the Bill—denies all persuasions or importunities, but admits that Moore declined at first, to sell him the land, until satisfied, from examination, that Taylor was entitled to purchase—denies all fraud and collusion, and claims to be the legal and rightful owner of said land, and shows deeds for the same, from Joel A. Matteson, governor of the State—denies all matters not expressly admitted.

Moore answers—admits the sale, and maintains it was lawful and right. Denies all knowledge of any petition being presented to Hopkins, for re-appraisal of said land—admits that he delayed completing the sale to Taylor, until he had fully investigated the matter, and satisfied himself that it was his duty to do so. Denies all fraud or collusion, and denies all intimidations, importunities and persuasions, and avers that all he did, was in good faith. Denies all matters not expressly admitted.

A general Replication to answers—and cause continued till March Term, 1855, when cause was heard upon Bill, answers, replication and evidence, and the court not being sufficiently advised, took time &c. At September term, 1856, a decree was rendered, which sets forth, that, at the March term, 1855, the cause was heard, on Bill, answers, replications and written and oral testimony, and that the court found the following facts, to wit:

1st, That said Sec. 16, having been partially surveyed and platted, according to the minor subdivisions, and appraised as the laws provided, was offered for sale, in 1837, under the law then existing, and that only the sw. qr. of the sw. qr., was sold.

2nd, That at the time of the survey and appraisal, under the laws, they were appraised at various prices, from \$1,25 to \$3,00 per acre. 3rd, at that time, the country was sparsely settled, and a large amount of public lands were subject to entry at \$1,25 per acre.

4th, That in 1852, and subsequently, the O. & M. Railroad was located through said sec.—that the country had settled and improved to a marked extent—and the lands became greatly enhanced in value, being heavily timbered, and having a good mill site, and were worth from \$2.50, to \$15 per acre.

5th, That Luther S. Thompkins, at this time, was School commissioner, and the inhabitants of said township, petitioned him to have a re-survey, and re-appraisal of said land, which he directed them to have made. 6th, That steps were taken towards such end, but owing to disappointment, was deferred. 7th, That shortly after such directions for re-surveying, Hopkins was succeeded as School commissioner, by Moore. 8th, That Moore was aware of the condition of the land, and of its great value, living only 7 or 8 miles therefrom. 9th, That

23 shortly after Moore came into office, Taylor, who was fully apprised of the situation of said land, survey and appraisal, as aforesaid, applied to purchase said land. 10th, That Moore refused to sell said land; but upon being threatened with a prosecution, by Taylor, for neglect of duty, as an officer, and after repeated arguments of said Taylor, that he was compelled by law, to sell to him, and that, after continued importunity by Taylor, Moore sold him the land for \$837, and caused it to be conveyed to him, taking note and mortgage. 11th, That at the time of such sale, the land was worth from \$2,800 to \$3,500. 12th, That during the treaty for purchase, Moore did not consult the plaintiffs, or the agents for the inhabitants nor any portion of the inhabitants; which were all the evidence before said court.

24 The decree then orders that the sale, by Moore, and the conveyances of said land to Taylor, are illegal and fraudulent, as to the inhabitants of said Township, No. 3 N., R. 8 E., and the same be taken to be void, &c.,—that the Deeds be cancelled and annulled—and the record thereof, be declared invalid—that the notes and mortgage, given by Taylor, be surrendered, &c.

25 The Defendants, (Plaintiffs in Error) specially excepted to the decree, and among others assigned, the reason that the testimony of the witnesses, was not preserved in writing, and that the conclusions of the court, as set forth in the decree, were not warranted by the statements of the witnesses.

Exhibits and Proofs.

27 1st, The Petition of 23 voters of the Township, bearing date, Oct. 17, 1837, to F. B. Thompson, School commissioner of Clay county praying for a sale of said 16th Section, according to law.

28 2nd, An Affidavit by Evans & Duff, to the said Petition.

31 3rd, The appraisal and valuation of said land, December 31st, 1837, by three Trustees, giving No. of acres, and valuation of each tract.

32 4th, The plat of survey, giving all the corners &c., Dec. 31, 1837, by Eli Everett, D. C. S. C. C.

35 5th, Poll Book of the election of Trustees, April 13th, 1839.

37 6th, A Petition, signed by 44 persons, dated June 9th, 1853, directed to L. S. Hopkins, praying him to bring, speedily to sale, according to law, all the unsold land in that section; and affidavit by Westfall & Hurst, stating that the Petitioners signed, in their presence, &c., and that there were 64 inhabitants, over 21 years of age, in said Township.

41 7th, The Deeds of Joel A. Matteson, governor of Illinois, to Taylor.

42 8th, An order, bearing date, the 13th day of March, 1854, by Duff, Westfall & Hurst, Trustees of Schools, T. 3 N., R. 8 E., vacating the former valuation of so much of the 16th Section, as remained unsold.

45 There was no other evidence offered or heard in the cause, except that of witnesses.

50 The plaintiffs in error, assign the following grounds of error—for which they say the same should be reversed, &c.:

1st, The want of equity in the Bill.

2nd, The insufficiency of the evidence to sustain the decree.

3rd, The omission to preserve the oral testimony, in proper form, to be examined and considered by this court

4th, The granting relief to the complainants.

5th, The insufficiency, of the decree being contrary to law.

1st.

The Complainants Bill shows no cause for equitable interference.

The title to the School Lands, Sec 16, was in "the State of Illinois", in trust for the use of the inhabitants of the Township, and the complainants in this case had no legal or equitable interest in the land. The Trustees are a corporate body, created by Statute, with certain specific powers and duties, none of which give them any ^{such} control over the unsold lands in Sec 16. ~~except as authorized~~ as to entitle them to maintain this action.

The 16th section is a charitable estate, vested in the State in trust for the inhabitants of the Township, the School Commissioner is an Agent appointed and authorized by law to sell, and if in the sale or management of it any wrong, or abuse of the trust has occurred the parties interested must make the complaint either the State, ~~or the~~ as Trustees, or the Inhabitants as Certain Free Trusts, ~~or both through the Attorney for the State~~ ~~proper officer of the State~~

The Trustees as a corporate body have no such rights or interest—
Statute of 1849—

Story Equity P 6-7-8-58-78-90-279

2 Story Equity Jurisdiction 596-7

Putford Equity P, 22

1 Decree Chancery P & P 241-

" " " " 7-8-13-14-172-174

Atty Genl as Mayor of Bristol & Madon R 319-

" " as Vicar 1 Russel R 226

" " " Governor of Foundling Hospital, 2^d Story

for 42 & notes 50 & 51-

Trustees & Certificates Trusts must be made parties 249

Bradley as Case 3 & Case 5 85,

2^d

The Bill does not with sufficient certainty charge that the preliminary steps taken to sell the lands in 1837 (had been illegal) nor in what way the ~~sale or appra~~ the appraisement & offer to sell were contrary to law, and so far as it is based upon a ~~pretended~~ illegality in such appraisement it is wholly uncertain and insufficient and no relief could be granted upon that ground. McKay v Bisset 14 Cl. & F. 505.

Story Equity P- 226-28, 1254.

Putford's Pleading 45- note ~ 47-

3^d

The apparent object of the Bill is to seek to relief upon the ground of fraud, but there are no sufficient averments of

found to justify the decree on that
ground — *Elston vs. Blanford* 2 D. Can. 420
Hony et al vs. Holcom Ch. 11 Ill. — 665.

4" All the material averments as against
the plaintiffs in error, are denied in their
answers, and there is no evidence
in the record sustaining the disputed
matters.

The testimony of the witnesses if intended
to be relied on in support of the decree
should have been presented in the
Record, and in the absence of it the
Court will not here presume the
facts alleged in the Bill and not otherwise
established to have been proven by the
witnesses —

White vs. Morrison 11 Ill. 365 =

Boyd vs. Owen 12 " 283

5. Even if the matters set forth in the
Decree are to be regarded as proven still
they are insufficient to sustain the
decree —

see 30-2-39-

12 Ill-98-

1 Trustees have the right to sue-

2^d The act of 1849 - repeated former case
& new appraisement cannot sell-

Moore & Taylor

vs

Trustees of B. & O. R.R.

Emory Clay

Abraham & Birney

affirm

Reversed for error

STATE OF ILLINOIS
SUPREME COURT,

} SS.

THE PEOPLE OF THE STATE OF ILLINOIS;

WRIT OF ERROR.

To the Clerk of the Circuit Court for the county of

Clay

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

Clay

county, before the Judge thereof, between

The Trustees of Township Number Three (3) North of Range Number Eight - (8) East in Clay County

plaintiff's, and *Enoch Mann School Commissioner of said County of Clay, and John L Taylor*

defendant's it is said manifest error hath intervened, to the injury of the aforesaid

Enoch Mann

and John L Taylor

as we are informed by *this*

complaint, and we being willing that error, should be corrected if any there be, 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 the 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

Mount Vernon, in the county of Jefferson, on the *1st Tuesday after the 2^d Monday of November* 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:

John D. Catlin

Witness, the Hon. ~~WALTER B. SCATES~~ Chief Justice of our said court, and the seal thereof, at Mount Vernon this

twelfth day of *October*

in the year of Our Lord One Thousand Eight Hundred and Fifty. *Seven.*

North Sherman

Clerk Supreme Court,

32
Enoch Moore
School Commissioner
of Clay County, and
John L Taylor

as } Mts of ems

Trustees of T. B. Auth
of Range 8 East

Issued & filed 9th of
October 1857.

A. Johnston Clerk
H

State of Illinois---Supreme Court,

MT. VERNON, NOVEMBER TERM, 1857.

ENOCH MOORE, & JOHN L. TAYLOR, Plaintiffs in Error,
vs.

The School Trustees of T. 3 N., R. 8 E., Defendants in Error.

Error to Clay—

THE Defendants in Error, filed their Bill in the Clay Circuit Court, June 1st, 1854, praying to annul sale of certain lands in sec. 16, sold by Moore, as School commissioner, to John L. Taylor, in February, 1854, and praying for injunction to restrain Taylor from waste.

The Plaintiffs in Error, answered severally; and the cause was heard at March Term, 1855, and a decree for Defendants in Error, as prayed, at September Term, 1856. The Plaintiffs here, prosecute a writ of error, to reverse that Decree.

The following matters appear in the Bill:

1
2
3
In 1837, all of Sec. 16, T. 3 N., R. 8 E., was offered for sale, without the preliminary steps having been taken, and contrary to law; but only the sw. qr. of sw. qr., was then sold—that the tracts were appraised at little over \$1 per acre—that the lands thus remained till 1852, or 1853, when they became greatly enhanced in value, by the location and work, upon the O. & M. Railroad, which crossed them—and that, at the filing of the Bill, the lands were worth from \$7 to \$15 per acre. That in November, 1853, L. S. Hopkins, School com., in pursuance of a petition for that purpose, directed the trustees to have a re-survey, and re-appraisal of said land, who failed to do so for want of a Surveyor, &c.

3
4
5
6
That Taylor applied to Enoch Moore, School com., in February 1854, to purchase said lands at the appraisal of 1837, that Moore at first declined to sell, but afterwards through the intimidations and importunities of Taylor, and after a treaty of some two weeks, Moore sold him the lands, for the sum of \$837, taking note, mortgage &c. when said lands, in fact, were worth, and would have sold, at public sale, for from \$5,000 to \$6,000. Bill prays that the sale be annulled, and set aside as illegal, fraudulent and void—also for injunction to restrain Taylor from cutting timber, &c.

13
14
15
Taylor answers—and admits that in 1837, the lands had been appraised, and offered for sale, denies that the proceedings therein were illegal, and avers they were according to law—admits that the location of the O. & M. Railroad, may have enhanced the value of the lands, but denies that the lands were worth the values claimed in the Bill—that most of said land was swampy, subject to annual overflows; and at the time of his purchase, there were government lands of equal value, adjoining, subject to entry at \$1,25 per acre. Denies that any petition was presented to Hopkins for re-appraisal, and that any such directions were given, as charged in the Bill—denies all persuasions or importunities, but admits that Moore declined at first, to sell him the land, until satisfied, from examination, that Taylor was entitled to purchase—denies all fraud and collusion, and claims to be the legal and rightful owner of said land, and shows deeds for the same, from Joel A. Matteson, governor of the State—denies all matters not expressly admitted.

17
18
Moore answers—admits the sale, and maintains it was lawful and right. Denies all knowledge of any petition being presented to Hopkins, for re-appraisal of said land—admits that he delayed completing the sale to Taylor, until he had fully investigated the matter, and satisfied himself that it was his duty to do so. Denies all fraud or collusion, and denies all intimidations, importunities and persuasions, and avers that all he did, was in good faith. Denies all matters not expressly admitted.

21
A general Replication to answers—and cause continued till March Term, 1855, when cause was heard upon Bill, answers, replication and evidence, and the court not being sufficiently advised, took time &c. At September term, 1856, a decree was rendered, which sets forth, that, at the March term, 1855, the cause was heard, on Bill, answers, replications and written and oral testimony, and that the court found the following facts, to wit:

22
1st, That said Sec. 16, having been partially surveyed and platted, according to the minor subdivisions, and appraised as the laws provided, was offered for sale, in 1837, under the law then existing, and that only the sw. qr. of the sw. qr., was sold.

2nd, That at the time of the survey and appraisal, under the laws, they were appraised at various prices, from \$1,25 to \$3,00 per acre. 3rd, at that time, the country was sparsely settled, and a large amount of public lands were subject to entry at \$1,25 per acre.

4th, That in 1852, and subsequently, the O. & M. Railroad was located through said sec.—that the country had settled and improved to a marked extent—and the lands became greatly enhanced in value, being heavily timbered, and having a good mill site, and were worth from \$2.50, to \$15 per acre.

5th, That Luther S. Thompkins, at this time, was School commissioner, and the inhabitants of said township, petitioned him to have a re-survey, and re-appraisal of said land, which he directed them to have made. 6th, That steps were taken towards such end, but owing to disappointment, was deferred. 7th, That shortly after such directions for re-surveying, Hopkins was succeeded as School commissioner, by Moore. 8th, That Moore was aware of the condition of the land, and of its great value, living only 7 or 8 miles therefrom. 9th, That

23 shortly after Moore came into office, Taylor, who was fully apprised of the situation of said land, survey and appraisal, as aforesaid, applied to purchase said land. 10th, That Moore refused to sell said land; but upon being threatened with a prosecution, by Taylor, for neglect of duty, as an officer, and after repeated arguments of said Taylor, that he was compelled by law, to sell to him, and that, after continued importunity by Taylor, Moore sold him the land for \$837, and caused it to be conveyed to him, taking note and mortgage. 11th, That at the time of such sale, the land was worth from \$2,800 to \$3,500. 12th, That during the treaty for purchase, Moore did not consult the plaintiffs, or the agents for the inhabitants nor any portion of the inhabitants; which were all the evidence before said court.

24 The decree then orders that the sale, by Moore, and the conveyances of said land to Taylor, are illegal and fraudulent, as to the inhabitants of said Township, No. 3 N., R. 8 E., and the same be taken to be void, &c.,—that the Deeds be cancelled and annulled—and the record thereof, be declared invalid—that the notes and mortgage, given by Taylor, be surrendered, &c.

25 The Defendants, (Plaintiffs in Error) specially excepted to the decree, and among others assigned, the reason that the testimony of the witnesses, was not preserved in writing, and that the conclusions of the court, as set forth in the decree, were not warranted by the statements of the witnesses.

Exhibits and Proofs.

27 1st, The Petition of 23 voters of the Township, bearing date, Oct. 17. 1837, to F. B. Thompson, School commissioner of Clay county praying for a sale of said 16th Section, according to law.

28 2nd, An Affidavit by Evans & Duff, to the said Petition.

31 3rd, The appraisal and valuation of said land, December 31st, 1837, by three Trustees, giving No. of acres, and valuation of each tract.

32 4th, The plat of survey, giving all the corners &c., Dec. 31, 1837, by Eli Everett, D. C. S. C. C.

35 5th, Poll Book of the election of Trustees, April 13th, 1839.

37 6th, A Petition, signed by 44 persons, dated June 9th, 1853, directed to L. S. Hopkins, praying him to bring, speedily to sale, according to law, all the unsold land in that section; and affidavit by Westfall & Hurst, stating that the Petitioners signed, in their presence, &c., and that there were 64 inhabitants, over 21 years of age, in said Township.

42 7th, The Deeds of Joel A. Matteson, governor of Illinois, to Taylor.

45 8th, An order, bearing date, the 13th day of March, 1854, by Duff, Westfall & Hurst, Trustees of Schools, T. 3 N., R. 8 E., vacating the former valuation of so much of the 16th Section, as remained unsold.

57 There was no other evidence offered or heard in the cause, except that of witnesses.

59 The plaintiffs in error, assign the following grounds of error—for which they say the same should be reversed, &c.:

1st, The want of equity in the Bill.

2nd, The insufficiency of the evidence to sustain the decree.

3rd, The omission to preserve the oral testimony, in proper form, to be examined and considered by this court.

4th, The granting relief to the complainants.

5th, The insufficiency, of the decree being contrary to law.

A. Mitchell

"TIMES" PRINT, OLNEY, ILLS.

for Pliffs in Error

3 Nov 485

Oct 1849 p 159-230 24089

Portus
Oct 1849 160 Dec 30 Dec 2-39-

Dec 24

13 Dec 28, 3 Wood Mi 100

Oct 1849 Dec 99-89
- 12 Dec 98-

17 Dec 112.

~~Downy~~
11 Dec 365-

Purple
Mittford Pl 22-
2 Wry p 1190 1191
" Equil Pl 8-50
3 Dec 485

Moore & Layton

10

Trustees S. M. B. & C.

From to Clay

Abstract

For B. H. H.

Evidence
to record

Richard W. Fulton

Clay, Mo October 5th 1857

A Johnson Esq

Dear Sir -

Enclosed I return you
the Record in care of Moore & Eagles 10 Trustees
of L. S. M. S. C. Clay County - upon which I wish
you to send ~~them~~ to the Sheriff of Clay County
at Louisville - a summons against the Trustees
of L. S. M. S. C. of said County - Please send
without delay - I enclose you \$7 which of
presume will be sufficient advance fees -

You will also oblige me if you
will send me ~~me~~ copies of the printed libel
in my cases whenever you get them
printed - if you have this done say ten days
before court - I should like to see them -

Yours truly
A. Mitchell

Memo Taylor

my

Written 13 A. R. 82

Will October 10. 1857

N. Johnston Ok

14. 1. 1857

1857

1857

STATE OF ILLINOIS, } ss. *1st Grand Division.*
SUPREME COURT. }

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 *the Trustees of Township No. Three North of Range No Eight East in the County of Clay - Plaintiffs; Anna Enoch Moore - School Commissioner of said County, and John L. Taylor*

defendant; it is said that manifest error hath intervened to the injury of said *Anna Enoch Moore and John L Taylor* as we are informed by *this* 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 *Trustees of said Township No Three North of Range No Eight East - in the said County of Clay*

that *they* 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 *first Sunday after the* Second Monday in November next, to hear the records and proceedings aforesaid, and the errors assigned, if *they* 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 *Trustees* notice, together with this writ.

John D. Eaton

Witness, the Hon. ~~Simeon H. Tracy~~, Chief Justice of our said Court, and the seal thereof, at Mount Vernon, this *truth* day of *October* in the year of our Lord, one thousand eight hundred and fifty-*seven*.

Noah Johnston
Clerk of Supreme Court.

I have served the within
 writ on the Trustees of
 T. B. N. & East by reading
 the same to said Trustees
 W. D. L. M. Carley &
 Maria Bissindor
 Mr B. Wilson not found this
 26th day of October 4th
 1857
 Henry P. Hill, shiff
 By A. L. Grand, Esq

Enoch Moore
 School Commissioner
 of Clay County - and
 John L. Taylor

vs } sic fa

Trustees of T. B. North
 of Range 8 East

Shiffs fee
 Irving Sumner 100
 May 21 100
 Nelson 100
 \$3.18



Abstract

Trustees of T. 3 N. R. 8 E.

Clay Circuit Court

vs
Enoch Moore &

John S. Taylor

Bill filed and injunction granted

June 1st 1854.

The Bill charges that in 1837, all of Section No 16 was offered for sale without the preliminary ^{steps having} ~~steps~~ been taken, and contrary to law; but only the S W 1/4 of the S W 1/4 was then sold. That it was appraised at but little over \$1. per acre and the lands thus remained till 1852 or 1853, when they were greatly enhanced in value by the location and work upon the O & M. R. R. which crossed the land; and that at the filing of the Bill, the lands were worth from \$7. to \$16. per acre. That in Nov 1853, L. S. Hopkins School Commissioner in pursuance of a Petition for that purpose directed the said Trustees to have a resurvey and reappraisement of said land, but being unable to get a surveyor the Trustees failed to get a resurvey.

That John S. Taylor applied to Enoch Moore School Commissioner &c to buy said lands at the appraisement of 1837 - that Moore at first declined to sell, but afterwards through the intimidations, persuasions and importunities of the said Taylor, and after a treaty of some two weeks in Feb 1854, Moore sold him the lands for the aggregate sum of \$837. he giving note & mortgage - when said lands in fact, were worth, and would have sold at public sale from \$5 to \$6,000. The Bill therefore prays that the said sale may be annulled and set aside as illegal fraudulent and void. The Bill also charges that Taylor was causing timber to be cut and prays an injunction restraining &c.

The Defts answer separately. Taylor by his

answer admits that in 1837, the said lands had been appraised and offered for sale, but denies that proceedings for that purpose were illegal. and avers that they were according to Law that the location and construction of the O. M. R. R. might have enhanced their value, but that at no time within the year before filing said Bill were the lands worth from \$7. to \$15 per acre that at the time of the said sale there were government lands of equal quality and value adjoining subject to entry at \$1.25 per acre; that most of said land, and subject was swamp land and subject to annual overflow - some parts ten feet deep. He denies that any Petition was presented to Hopkins for reappraisement, or that any such dictations were ever given as charged in the Bill: Denies all persuasions or importunities, but admits that Moore declined at first to sell him the land, until satisfied from examination that he was entitled to purchase. Denies all fraud and collusion and claims to be the rightful owner of the land, and shows that he has received deeds for the same from the Governor of the State. Denies the cutting of timber, or that anyone has license from him to cut. Denies all other matters not expressly admitted.

Moore by his answer, admits the sale, and claims it was lawful and right - Admits that the O. M. R. R. might have enhanced the value of said land, but denies that they were worth anything like the value stated in the Bill; denies all knowledge that any Petition was presented Hopkins for reappraisement said land; Admits that at first he delayed completing the sale to Taylor, until he had fully investigated the matter, and satisfied himself that it was his duty in the premises. Moore denies all intimidations, importunities or persuasions - denies all fraud or collusion, and says that all that was done in selling

said land was in good faith - says the land was subject to overflow, - denies all other matter not expressly admitted.

A general Replication to the answers was filed, and Cause continued until March Term 1855 - when the cause was heard upon Bill, answers, replications and evidence, and the Court not being sufficiently advised took time &c

At September Term 1856, a Decree was rendered for Plaintiffs. The Decree sets forth, that at March Term 1855, ~~that~~ the cause was heard on Bill, answers, replications and written and oral testimony - that the Court found the following facts, to exist as alleged in the Bill. 1st that the said 16th Section having been partially surveyed and plat-
ted according to the minor subdivisions and appraised as the laws provided, was offered for sale in 1837, under the laws then existing; and that only the S.W. 1/4 of the S.W. 1/4 was sold.

2^d that at the time of said Survey and appraisement under the laws, they were appraised at various prices from \$1.25 to \$3.00 per acre. 3^d that at that time the County was sparsely settled, and a large amount of public lands were subject to entry at \$1.25 per acre.

4th that in 1852, and subsequently, the O & M. R. R. was located through said Section, and that the County had settled and improved to a marked extent, and that lands became greatly enhanced in value being timbered heavily and having a good mill site, and were worth from \$2.50 to \$15. per acre, the greater part thereof being value proven to be of the greater. 5th that Luther S. Hopkins at this time was School Commissioner, and the inhabitants of said Township petitioned him to have a re-survey and re-appraisement of said land, which he directed them to have made. 6th that steps were taken towards such end, but owing to disappointment was was

desired. 7th that shortly after such direction for re-
surveying, Hopkins was succeeded as Commission-
er by Moore. 8. That Moore was aware of the condition
of the land, and of its great value, lying only some seven
or eight miles therefrom. 9. That shortly after Moore
came into office, Taylor "who was fully apprised of the
situation of said land, survey and appraisement
as aforesaid," applied to purchase said land. 10. That
Moore refused to sell said land, but upon being threatened
with a prosecution by Taylor for neglect of duty as an
Officer, and after repeated arguments of said Taylor
that he was compelled by law to sell to him, and
that after continued importunity by said Taylor,
for \$839. and caused it to be conveyed to him.
Moore sold him the land. 11. That Moore took Tay-
lor's note and mortgage and mortgage on said land, as also
on another tract of land in the neighborhood as security
etc. 12. That at the time said land was sold, it was
worth from \$2,800, to \$3,500 as variously estimated, that
they were eligibly located, for farming, timber and Milling
purposes. 13. That during the treaty for purchase, Moore did
not consult the Plaintiffs - or the agents for the inhab-
itants, nor any portion of the inhabitants. 14. Which facts
were all the evidence before said Court.

The decree then orders that the sale of said lands
by Moore to Taylor and the conveyance thereof to
him, are illegal and fraudulent as to the inhabitants
of said Township, N^o 3 N. R. & E, and that the same be
taken to be void and of no effect upon the inhabitants
of said Township. It is also ordered and decreed, that
the deeds for said land to Taylor be cancelled, annulled
and the Record thereof declared invalid. Also that
Moore deliver up to Taylor, his said Notes and Securities

and that he repay to him the amount of money paid down, and interest on the same.

To the Decree the Defts specially excepted and among others assign the reason, that the testimony of the witnesses is not preserved in writing, and that the conclusion of the Court as set forth in the Decree are not warranted by the statements of the witnesses.

The following constitutes all the evidence in the case except the oral testimony of witnesses which is not preserved in any form.

1st The Petition of 23 voters of the Township bearing date, 17th October 1837, to J. B. Thompson School Commissioner of Delag County praying for a sale of said 16th Section according to law.

2^d, And Affidavit by Evans and Shuff to the said Petition, dated Oct 4, 1837.

3^d The Appraisement and valuation of said land by O'Cheltee, Shuff and Ridgeway, Trustees, dated, Dec 31, 1837 - giving the n^o of acres and valuation of each tract of Land.

4th The plat of survey, giving all the corners &c, dated Dec 31st 1837 by Eli Everett, D. C. S. C.

5 - Poll Book of an election of Trustees, dated April 13, 1839.

6 - A Petition signed by 44 persons, dated June 9th 1837, directed to S. S. Hopkins praying him to bring speedily to sale, according to law all the unsold land in said Section - and Affidavit by Westfall and Hurst two citizens stating that the Petitioners signed in their presence after the true meaning was explained; and that there are 64 inhabitants over 21 years of age in said Township.

7. The Seal of J. W. Madison Governor of Illinois,
to Taylor for said land.

8. An order bearing date the 13th March 1854 by Messrs.
Westfall and Hunt, Trustees of Schools T. S. N. R. & E.
vacating the former valuation of so much of
the 16th Section as remained unsold.

32
Moore & Taylor

19
Justice 13th 1850

Errata to Clay

Abstract

Filed Oct. 10. 1857.

A. Johnston clk.

No 32

Nov 1857

Enoch Moore School
Com: Clay Co - and
John L. Taylor

by

Trusted J. S. R. & E.
Clay County -

Com to Clay

8486

Affirmed