

11995

No. _____

Supreme Court of Illinois

Coates.

vs.

Woodworth.

71641  7

Stephenson.

John Coates -
vs.
John C. Woodworth.

1852
11995
Prepared

State of Illinois
Stephenson County
Nineteenth Judicial Circuit 3

Pleas before the Hon.
Benjamin R. Sheldon presiding judge of the Nineteenth
(late the sixth) Judicial Circuit of said State at a special
term of the Circuit Court begun and held at the
Court house in Freeport in said Judicial Circuit
in the County & State aforesaid on Monday the
22^d day of October in the year of our Lord one
thousand eight hundred and forty nine

Present the Hon Benjamin R. Sheldon, Judge
Frederick A. Shively Sheriff
John A. Clark clerk.

Be it remembered that at this same
term of said Circuit Court to wit: on the 15th day
of October A.D. 1849 the complainant by his solicitor
filed his Bill in the said Circuit Court in the case
of John C. Woodworth against John Coates, which
said Bill is in the words and figures following to wit:

"State of Illinois 2p. In the Stephenson County
Stephenson County 2p. Circuit Court on the Chancery
side thereof of the October Special
Term A.D. 1849

To the Honorable Benjamin R. Sheldon
presiding Judge of the sixth Judicial Circuit
of said State in Chancery sitting

Your Orator
John C. Woodworth of said County humbly
complaining sheweth unto your honor that
in the fall of the year of our Lord One thousand
eight hundred and forty seven he being

indebted to one Horace Fairbrother of said County in the sum of ninety three Dollars and that for the purpose of better securing the payment of the said sum to the said Fairbrother together with the interest thereon your orator by a good and sufficient warranty deed made and executed by your orator and Rebecca Jane Woodworth his wife and dated the twelfth day of November in the year of our Lord one thousand eight hundred and forty seven conveyed to the said Fairbrother in fee simple the south west quarter of the North West quarter of section eleven in Township Twenty six of Range seven East of the fourth principal meridian except the west quarter of said tract of land as which deed appears upon the Records in the Records office in said County to which your orator begs leave to refer and make a part of this his bill

Your orator further sheweth unto your honor that the time he made and executed the deed aforesaid of said land to said Fairbrother your orator took a Bond from said Fairbrother to your orator conditioned that he said Fairbrother would in the spring of the year of our Lord one thousand eight hundred and forty eight when your orator should pay or come to be paid to said Fairbrother the sum of one hundred Dollars as herein before specified while said Bond your orator here sheweth unto your honor has been lost or mislaid and is now impossible to be found

Your orator further sheweth unto your honor that some time in the spring of the year

of and for one thousand eight hundred and
fifty eight for the purpose of obtaining money
to redeem said land from said Jarboe your
Orator made application to one John Coates
of said County the Defendant in this suit for
a loan of one hundred dollars the aggregate
sum to be paid as herein before men-
tioned by your Orator to said Jarboe for the
redemption of said land as by the parties stip-
ulated and agreed in said bond and that
said Coates ~~constituted~~ consented to loan or advance
to your Orator the said sum of money until some
time in the summer of the said last mentioned
year on the condition that your Orator should
sometime in the month of May or June of
said last mentioned year pay or cause to be
paid to him said Coates the sum of One hun-
dred thirty five dollars and by him said
Coates taking either from your Orator or from
the said Jarboe a good and sufficient deed
for the said land for the better securing
the payment of the said one hundred and
thirty five dollars by your Orator to the said
Coates as above specified and that your
Orator then obtained, borrowed or loaned
from the said Coates the said sum of one
hundred dollars for the purpose of redeeming
the said land from the said Jarboe according
to the terms of the bond herein before mentioned
the said Coates at the time to save the expense
of two separate deeds for said land one from
said Jarboe to your Orator and one from
your Orator to said Coates taking a deed

in fee simple for said land disint from said
Tabor to him said Coates which said
deed was dated the tenth day of March in
the year of our Lord one thousand eight
hundred and forty eight and was duly
made and recited by the said George
Tabor and Mary Tabor his wife as by
reference to the records in the Recorder's office
in said County will more fully appear, to
which your Orator beg leave to refer to and
make a part of this his bill

And your
Orator further sheweth unto your honor
that at the time your orator borrowed the
said sum of One hundred dollars from
said Coates it was expressly stipulated and
agreed by and between your Orator and the
said John Coates that if your Orator should
fail to pay or cause to be paid to the said
Coates the said sum of One hundred
and thirty five dollars some time in the
month of May or June of the said last
mentioned year as herein before mentioned
that then in the case of said failure said
Coates should sell said land for what
he might be able and should convey said
land to the purchaser or purchasers thereof
by a good and sufficient deed or deeds and
after said said sale and in the request of
your Orator should refund or pay over to
your Orator the surplus or whatever amount
he said Coates might sell the said land for
after deducting therefrom the said sum of

of one hundred and thirty five dollars

And your Orator further sheweth unto your honor that at the time herein before mentioned when your Orator borrowed or obtained by way of loan from the said Coates the said sum of one hundred dollars it was expressly stipulated and agreed by and between your Orator and said Coates that if your Orator should pay or cause to be paid to the said Coates the said sum of one hundred and thirty five dollars sometime in the month of May or June of said last mentioned year as above mentioned that then on the payment of the said last mentioned sum of money so specified to said Coates that he said Coates should convey or cause to be conveyed by a good and sufficient deed in fee simple the said land to your Orator

And your Orator further sheweth unto your honor that on the twenty eighth day of September in the year of our Lord one thousand eight hundred and forty eight your Orator having failed to pay or cause to be paid to said Coates the said sum of one hundred and thirty five dollars as herein ^{before} specified said Coates for the consideration of three hundred dollars to him in hand paid sold and conveyed by a good and sufficient deed in fee simple the said land to Augustus Lamprecht, Charles Lamprecht, Robert Lamprecht, Maximilian Lamprecht, Charles Lamprecht, and Bernard Watterzicher as will more fully appear by reference to the

records in the Recorder Office in said County
which your Orator begs leave to refer to and make
a part of this his Bill

And your Orator further sheweth
unto your Honor that by himself and his agents as well
personally as otherwise he has oftentimes applied
to the said John Coates to pay over to your Orator
or his order the surplus or the amount of part
of the said three hundred dollars which the said
Coates has received for said land on said sale thereof
which might remain after deducting therefrom
the said sum of one hundred and thirty five
dollars herein above mentioned — And your
Orator well hoped that no dispute would have
arisen touching the paying over to your Orator by
the said Coates the surplus or part of the said sum
which the said Coates sold the said land for, which
should remain after deducting therefrom the
said one hundred and thirty five dollars as
herein before mentioned, but that the said Coates
would have complied with the request of your
said Orator and have paid to your Orator the
said amount which ^{might} remain from the con-
sideration received by said Coates on the sale
of said land after deducting therefrom the said
one hundred and thirty five dollars as in
conscience and equity he ought to have done

But now so it is may it please your Honor
that the said John Coates combining and
confederating with divers persons at present
unknown to your Orator whose names when
discovered your Orator prays he may be

at liberty to insert herein with apt words to
change them as parties defendants hereto
and contriving how to wrong and injure your
orator in the premises he the said John Coates
absolutely refuses to comply with such requests
of your orator and to pay to your orator the said
sum which might remain after deducting
from the consideration which the said Coates
received for the sale of said land the said sum
of one hundred and thirty five dollars, and
he sometimes pretends that your Orator is not
justly entitled to any part of the consideration
for which he the said Coates sold the said land
^{as} and hereinbefore mentioned after deducting
therefrom the said sum of one hundred and
thirty five dollars, and at other times he
alleges and pretends that after the failure
of your Orator to pay him said Coates the
said sum of one hundred and thirty five
dollars in the month of May or June in the
year of our Lord one thousand eight hundred
and forty eight as herein before specified all right
or claim of your Orator to any part of the
consideration which he said Coates might
obtain for said land on the sale thereof
has been forfeited, whereas your Orator charges
the contrary thereof to be the truth and that
said Coates sometime in the month of
August thereafter of the said last mentioned
year in conversation with one Frederick
Baker of said County stated to said Baker
that he Coates would sell said land and
pay over to your Orator the consideration which

he might obtain thereon on the sale of said land
after deducting therefrom and retaining to himself
the sum of one hundred and thirty five dollars,
all which actings doings and pretences are
contrary to equity and good conscience and
tends to the manifested ^{injury} wrong and
oppression of your orator in the premises.

In tender consideration whereof and foras-
much as your orator is entirely remediless
in the premises by the strict rules of the common
law and can only have relief in a court of
chancery where fraud and matters of this nature
are properly cognizable - is the end therefore
that the said John Coates and his confederates
when discovered may full, true, direct and
perfect answers make, your orator waiving the
necessity of such answers being made on the
oath of the said defendant or his confederates, to
all and singular the matters herein before
stated and charged as fully as if the same
were herein after repeated and he and they
thereunto distinctly interrogated and that not
only as to the best of their respective knowledge
and remembrance but also as the best of their
several and respective knowledge information
and belief and more especially that the said
John Coates may answer and set forth whether
your orator did not in the spring of the year
of our Lord one thousand eight hundred
and fifty eight, apply to him said Coates for
the loan of one hundred dollars or if not
that what amount did he apply for and

for what purpose did your orator wish to obtain
said amount of money, was it to redeem a
certain tract of land in said County of Stephenson
from one Horace Fairbrox of said County, did he said
Coates, at that or at any other time in the Spring
of said last mentioned year advance for your
orator the said sum of One hundred Dollars
or what sum did he advance, to whom was
said sum of money or any and what part
of said sum paid, was said sum or any part of it
paid to one Horace Fairbrox and what part of said
sum was so paid to said Fairbrox, whether or not
did your orator agree to pay to him said Coates
the sum of one hundred and thirty five Dollars
or what sum did your orator agree to pay to him
said Coates in consideration of the said loan
of one hundred Dollars sometime in the month
of May or June then next after said loan was
effuted and what time in the Spring of ^{the} said
last mentioned year was the said loan effuted
and what was the time agreed by and between
said parties at the time of effuting said loan,
that your orator should pay to him said
Coates the money so loaned or then agreed
upon by said parties to be paid to said Coates
by your orator and whether or not at the time
he said Coates advanced said sum of money
he received from said Fairbrox and Mary Fairbrox
his wife a Deed in fee simple for the South West
quarter of the North West quarter of Section eleven
of Township twenty six of Range seven East
of the fourth principal Meridian except the West
quarter of the said tract of land.

And whether at the time your Orator borrowed
from him said Coates in the spring of the said
year of our Lord one thousand eight hundred
and forty eight the said sum of one hundred
dollars it was not expressly stipulated and
agreed by and between your Orator and
him said Coates that if your Orator should
pay or cause to be paid to him said Coates
the sum of one hundred and thirty five dollars
or what sum, sometime in the month of May
or June in said last mentioned year that on
the payment of such sum at the time specified
to him said Coates that he said Coates should
convey or cause to be conveyed by a good and
sufficient deed in fee simple to your Orator
the said tract of land. And whether it was
not the intention of your Orator and of him
said Coates at the time he said Coates ad-
vanced said one hundred dollars or what
sum he did then so advance for your Orator
that he said Coates should hold said land
for the better securing the payment by your
Orator to him said Coates of the sum so loaned
by him said Coates to your Orator until some
specified time in the summer of the said last
mentioned year and what was such specified
time and whether or not at the time said
deed was made to him said Coates by said Furber
it was expressly stipulated and agreed by
and between your Orator and the said Coates
that if your Orator should fail to pay or cause
to be paid to him said Coates the sum agreed

to be paid to him said Coates in consideration
of him advancing said one hundred dollars
by way of a loan to your orator at the time
or in the manner so agreed by and between the
said parties that then ^{the} said Coates should sell
or dispose of said land and pay over to your
orator the balance which should remain
from the consideration obtained for the said
land on the sale thereof after deducting therefrom
the sum of one hundred and thirty five dollars
or whatever sum should be agreed upon by
the parties to be paid by your orator to him
said Coates in consideration of him said
Coates loaning to your orator the said sum
of one hundred dollars and whether or not
in the month of September of said last mentioned
year he said Coates sold and conveyed in fee
simple the said land to Augustus Samprecht
Robert Samprecht, Maximilian Samprecht,
Charles A. Samprecht and Bernard Wallerzicker
for the consideration of three hundred dollars
and whether he said Coates at any time since
said last mentioned sale of said land has
paid or caused to be paid to your orator any or if
any what part of the consideration money so received
on the said sale of said land and that the said
defendant John Coates may come to a just
and fair account with your orator in the
premises and that he may pay or cause to
be paid to your orator the balance of the
consideration of the three hundred dollars received
by him on the sale of said land after deducting
therefrom the said sum of one hundred and

thirty five dollars and that your orator may have such other and further relief in the premises as the nature of this case shall require and as to your honor shall seem meet, may it please your honor to grant unto your orator the most gracious writ of subpoena of the State of Illinois to be directed to the said John Coates and the rest of the confederates when discovered thereby commanding him and every of them at a certain day and under a certain pain therein to be specified personally to be and appear before your honor in this Honorable Court and then and then to answer all and singular the premises and to stand to perform and abide such order and decree therein as to your honor shall seem meet and as shall seem agreeable to equity and good conscience and your orator will ever pray

Mees & Hawley }
 Solicitors for Compt. }

John L. Woodworth

which said Bill of complaints is endorsed as follows:
 "John L. Woodworth vs. John Coates (12),
 filed Oct. 12. 1849
 John A. Clark clk."

And on the same day to wit: on the said 12th day of October A.D. 1849 there issued out of the said Circuit Court a subpoena in accordance with the prayer contained in the said Bill of complaints in the words and figures following to wit:

"State of Illinois
 Stephenson County }
 The People of the State of Illinois

In the Sheriff of said County, Meeting:
 We command you that you summon John Coates
 if he shall be found in your County, personally to
 be and appear before the Circuit Court of said
 County, on the first day of the next term thereof
 to be holden at the Court house, in the town of
 Freeport, in the said County, on the 4th ^{in the year of the} Monday of
 October next to answer unto John C. Woodworth
 on a certain bill in Chancery filed in the said
 Court on the Chancery side thereof against him
 and have you then and there this writ, with an
 endorsement thereon in what manner you shall
 have executed the same

Clear
 C

Witness: John A. Clark, Clerk of our
 said Court, and the seal thereof,
 at his office, in said County, this 12th
 day of October A.D. 1849
 John A. Clark per
 C. A. Clark dep. Clerk

which said subpoena is endorsed as follows to wit:
 "Executed the within by reading the same to the within
 named John Coates Oct 12. 1849. and handing
 copy

Advice 50
 Mileage 6
 Ret. 12⁰⁰ 48⁰⁰

J. A. Steady Pff.
 W. P. C. Shaffer deputy

And afterwards to wit: at the said October Special
 Term of said Court there appears upon the records of said
 Court the following order to wit:

"12th John C. Woodworth
 " John Coates } in chancery

And now at this day comes the defendant by
his solicitor and files his demurrer to complainant
Bill -

the which said demurrer filed as aforesaid is in
the end of figures following to wit:

In the Stephenon County Circuit
Court on the chancery side thereof
at the October Special Term AD 1849

The Demurrer of John Coates defendant
to the Bill of Complaints of John C. Woodworth
complainant

This defendant by protestation
not confessing or acknowledging all or any
of the matters and things in the said Bill of
Complaints to be true in such manner and
form as the same are therein and thereby
set forth and alleged, doth demur in law to the
said Bill and for cause of demurrer sheweth
that the subject of the suit as by the said complain-
ant in his said Bill of complaints set forth
is not within the jurisdiction of a Court of equity -
that the plaintiff has no interest in the subject
or title to institute a suit concerning it, that the
Plaintiff has no right to the relief he prays.
~~whereupon~~ wherefore and for divers other good causes
of demurrer appearing in the said Bill of
complaints this defendant doth demur to
the said Bill and to all the matters and things
therein contained and pray the judgment
of this Honorable Court whether he shall be

compelled to make any other or further answers
to the said Bill and he humbly prays to be
hence dismissed with his reasonable costs in this
behalf contained

Turner & Turner

Attys for Def

which said demurrer is endorsed as follows to wit:

"John Coates and John Letwoodworth - Demurrer (12 ch
filed Nov. 5. 1849

John A. Clark clk

and afterwards to wit: on the 11th day of November A.D.
1849 at the sit of the said October Special Term of said Circuit
Court, upon the record of said Court for said Term there
appears the following order to wit:

12 ch. John Letwoodworth
" " } In chancery
John Coates

And now at this day come on to be
heard the demurrer of the Defendant to Complainant's
bill, which after argument of counsel is overruled
by the Court, And thereupon on motion of the Complainant
by his solicitor it is ordered by the Court that Defendant
plead or answer within thirty days from the
rising of this Court.

And afterwards to wit: on the 10th day of December
A.D. 1849, the said Defendant filed in said Circuit Court
his answer to Complainant's Bill which is in the words
& figures following to wit:

"State of Illinois,
Stephenson County, 3^d In the Circuit Court of said County

of the March Term A.D. 1858

In chancery

The answer of John Leate Defendant
to this Bill of complaint of John L.
Woodworth Complainant

This defendant now and at all times hereafter
saves and reserves to himself all rights of exception
to the said Bill of complaint for answer thereto; and
that it may be true that in the fall of the year of
our Lord one thousand eight hundred and forty
seven he the said Complainant, by a good and
sufficient deed of conveyance executed by the said
Complainant and Rebecca Jane Woodworth
his wife and dated as in the said Bill is set forth
did convey to one Horan Furber in fee simple,
the South West quarter of the North West quarter of
Section Eleven in Township Twenty Six North of
Range Seven East of the fourth principal Meridian
excepting the West quarter of said land, but whether
at the time of the executing of the said deed or in
the fall of the year of our Lord one thousand eight
hundred and forty seven he the said Complainant
was indebted to the said Horan Furber in the sum
of ninety three dollars or in any other sum
or whether for the better securing of the payment
of the said sum to the said Horan Furber together
with the interest thereon the said Complainant
executed the said deed, as in this said bill in that
behalf alleges, or whether the said Complainant,
at the time he made and executed the deed
aforesaid of the said land to the said Furber,
took a bond from the said Furber to the said
Complainant as in the said Bill set forth
or any other bond conditioned as in the said bill set forth

or upon any condition, this defendant being an entire stranger to the several matters aforesaid cannot set forth, but leaves the said complainant to seek proof thereof as he shall be advised to produce

This defendant further answering says that the said complainant did not in the spring of the year of our Lord one thousand eight hundred and forty eight, nor at any other time make application to this defendant for a loan of one hundred dollars nor of any other sum for the purpose of redeeming from said Horan Trucox the said land in his said bill described or for any other purpose, and this defendant did not then or at any other time consent to loan or advance to the said complainant the said sum of money or any sum of money until some time in the summer of the said last mentioned year, or for any other term or time on condition as in the said Bill alleged or upon any other condition; and that the said complainant did not then or at any other time, obtain, borrow, or loan from this defendant the said sum of one hundred dollars or in the said bill alleged nor any other sum for the purpose of redeeming the said land from the said Trucox or for any other purpose. And this defendant further answering with and sheweth unto your Honor that on or about the tenth day of March in the year of our Lord one thousand eight hundred and forty eight this defendant purchased of one Horan Trucox of said County the South West quarter of the North West quarter of Section numbered eleven in Township

number twenty six North of Range seven East
of the fourth principal Meridian in Stephenson
County aforesaid. and took from the said Moran
Tabor a good and sufficient deed of the said
land containing full covenants both of seizin
and of warranty and executed by the said Moran
Tabor and Mary Tabor and ~~Mary Tabor~~ his
wife to this defendant and for which this defendant
paid to the said Moran Tabor at the time of
receiving the said deed a valuable consideration
in money, the precise amount of which this
defendant cannot now remember but about
one hundred dollars, and the supposed value
of the said tract of land at that time, which
said deed is now on record in the office of the Recorder
of the said County of Stephenson and to which
this defendant begs leave here to refer and make
a part of this his answer

And this defendant further answering
says that sometime in the month of May
in the said last mentioned year, John C.
Woodworth the Complainant in this suit
came to this defendant and asked this defendant
what was the least sum for which this defendant
would sell and convey to the said Complainant
the said tract of land above described and this
defendant told the said Complainant that
for the sum of One hundred and thirty five
dollars to be paid on or before the first day of
July then next to ensue, this defendant would
sell and convey the said tract of land above described
but neither at that time nor at any other time

did the said complainant pay or offer to pay to this defendant, the said sum of one hundred and thirty five dollars or any other sum of money as an equivalent or purchase money for the said tract of land

And this defendant further answering says that after the first day of July in the year last aforesaid, and sometime in the month of July or August of the same year John W. Woodworth the complainant in this suit came again to this defendant and asked to know the least sum that this defendant would then take in cash for the said tract of land above described, and this defendant then replied to the said complainant that for the sum of one hundred and sixty dollars this defendant would then sell and convey the land aforesaid, which sum of money the said complainant then said he was willing to pay and would pay for the said land but the said complainant did not then nor has he ever paid or offered to pay to this defendant the said sum of one hundred and sixty dollars nor any part thereof.

And this defendant further answering says that in month of September in the said last mentioned year this defendant sold and conveyed in fee simple the said tract of land above described to Augustus Lamprecht, Robert Lamprecht, Maximilian Lamprecht, Charles A. Lamprecht and Bernard Wallerzick for the consideration of the sum of one hundred and seventy five dollars, but that this defendant did not receive for the said land the sum of three

hundred dollars, as in the said Bill by the said
Complainants in that behalf is charged; and
that this defendant has not paid or caused
to be paid to the said Complainants any part
of the consideration of the sale of the said land
And that the said Complainants has not
by himself or otherwise requested this defendant
so to do. And that this defendant did not
in the month of August in said last mentioned
year in conversation with one Frederick Baker
state to said Baker that this defendant would
sell the said land and pay over to the said
Complainants the consideration which he
might receive for the said land, deducting there-
from the sum of one hundred and thirty five
dollars, as in the said Bill is alleged, nor
otherwise than as in this his answer it is stated

And this defendant denies all and all
manner of unlawful combination and
conspiracy wherein he is by the said Bill
charged without this that there is any other
matter, cause or thing in the said Complainant
said Bill of complaint contained material
for this or necessary for this defendant to make
answer unto and not herein and hereby
well and sufficiently answered, confessed
traversed and avoided or denied is true
to the knowledge or belief of this defendant

All which matters and things this defendant
is ready and willing to aver maintain and
prove as this honorable Court shall direct,
and humbly prays to be hence dismissed

with his reasonable costs and charges in this
behalf most expensively expended
Turner & Turner } John Coates.
for defendants } 3

which said answer is endorsed as follows.
"In chancery, John Coates ad John Woodward vs the
Answer — Filed December 10th A.D. 1849
John A. Clark Clk.

and afterwards to wit: on the 23^d February A.D. 1850.
the said complainant by his solicitor filed in the
said Circuit Court his replication to defendant answer
herein which replication is in the words and figures
following to wit:

"State of Illinois }
Stephenson County }
} On the chancery side of the
} Stephenson County Circuit of the
} March Term A.D. 1850

John Woodward, }
" }
John Coates } Replication of said plaintiff
} 3

This replicant saving and reserving
to himself all and all manner of advantage
of exception which may be had and taken
to the manifold errors uncertainties and
insufficiencies of the answer of the said defendant
for replication thereto saith that he doth
and will aver, maintain and prove his
said Bill to be true certain and sufficient
in the law to be answered unto by the said
defendant, and that the answer of the said
defendant is very uncertain, evasive

and insufficient in the law to be replied
unto by this repliant, without that that
any other matter or thing in the said answer
contained material or effectual in the law
to be replied unto and not herein and hereby
well and sufficiently replied unto confessed
or avoided, traversed or denied is true: all which
matters and things this repliant is ready
to aver, prove maintain and prove as this
honorable Court shall direct and humbly
prays as in and by his said Bill he hath already
prayed

John C. Woodworth

which said Repliation is endorsed as follows to wit:
"John C. Woodworth vs John Coate - Repliation to
defendants answer - filed Feby. 23. 1850.

Wm A. Clark Clerk.

And afterward to wit: on the 27th day of March A.D.
1850, the said defendant filed in the said Circuit
Court his affidavit + motion for rule to compel
Complainant to file security for costs in this cause
which affidavit + motion are in the words and
following to wit:

"State of Illinois
Stephenson County
In Chancery.

In the Circuit Court of Stephenson
County at the March Term A.D. 1850

Between John C. Woodworth Complainant

and

John Coate - Defendant

The said defendant John Coate maketh oath
and saith that this deponent is informed and

Verily believes that the said complainant
is unable to pay the costs of this suit in case
the same should be decreed against him -
that he does not own or possess property
out of which the same can be made by law,
and that the officers of this court are endangered
of losing their costs in this cause unless the
said plaintiff be ordered to give security for
the payment of the same
from to and subscribed by John Coates
this 27th March 1852 before
me John A. Clark cll. }
John Coates

And now the said defendant comes and here
moves the court for a rule upon the said plaintiff
to file security for costs in this cause
John Coates.

which affidavit is endorsed as follows viz:

"Chancey, Woodruff vs. Coates aff -

Filed Mar 27, 1852

John A. Clark cll.

And afterwards to wit: on the said 27th day of
March A.D. 1852, at the March term of said Circuit
Court then appears upon the record of said Court
for said term the following order to wit:

7th John Woodruff }
John Coates } In chancery.

Now at this day came the said
defendant and files his motion for rule
to compel complainant to file security
for costs in this cause - and the same

being made - It is ordered by the Court that the said Complainant file security for costs by Friday morning at the opening of Court or show cause why not

And afterwards to wit: on the 28th day of March A.D. 1850 at the opening of the said March Term of said Circuit Court there appears upon the Record of said Court the following order to wit:

John L. Woodworth }
John Coate } In chancery

Now at this time comes the Complainant and files security for costs in this suit

and the Bond for costs filed as aforesaid is in the words of figures following to wit:

John L. Woodworth }
John Coate } In chancery
Stephen W. Co. Esq. Sec. Court

March Term 1850

I do hereby enter myself security for costs in this cause and acknowledge myself bound to pay or cause to be paid all costs which have accrued or which may accrue in this action either to the opposite party or to any of the officers of this Court in pursuance of the laws of this State - Dated this twenty seventh day of March A.D. 1850

In presence of }
J. W. Bradley }
the

John L. Woodworth
Att. Rice

the above security approved by me Clerk of the
Circuit Court of said County this 27th day of
March A.D. 1850

John A. Clark Clerk
and the same is endorsed as follows:
In re Woodnorth vs John Coates - Security given -
Filed March 28. 1850
John A. Clark Clerk.

And afterwards to wit: at the November term
of the said Circuit Court on the 15th day of
November A.D. 1851 upon the Records of said
Court for the said term there appears the following
entry to wit:

John C. Woodnorth,
vs
John Coates } In chancery

And now at this day come the
parties and their solicitors and the said
cause came on upon final hearing upon the
Bill, answer Repliation & proofs herein, and
the Court after hearing the evidence, and arguments
of counsel take time to consider of the same

And afterwards to wit: at the April term of the
said Circuit Court for the said County there
appears upon the Records of said Court for said
term the following order or decree to wit:

2^d John C. Woodnorth,
vs
John Coates } In chancery

this cause having ^{been} brought to hearing

at the last November term of this Court and
the pleadings and proofs having been read
and Messrs. Sweet ^{and} Brasley as Counsel for the
Complainant and Mr. Thomas J. Brown
of Counsel for the Defendant having been
heard at the said last November Term, and
the Court having duly considered the said
pleadings, proofs, and arguments, and it
appearing to this Court that in the fall of the
year of our Lord 1847 the Complainant, to
secure a debt of ninety nine dollars and
fifty six cents due from him to one Horace
Furbur by himself and Rebecca Jane Woodworth
his wife made and delivered to said Furbur
a deed for the South West quarter of the North
West quarter of section eleven in Township Twenty
six North of Range seven East of the fourth
principal Meridian in Stephenson County Illinois
except the West quarter of said tract of land
leaving thirty acres of land so conveyed by
Complainant's wife to said Furbur to secure
the said debt, the said Complainant and the
said Furbur on the twelfth day of November
A.D. 1847 executing an agreement in writing
between said parties that on the payment
by said Complainant of said debt to said
Furbur on or before the twelfth day of March
A.D. 1848 that the said Furbur should convey
said thirty acres of land to said Complainant
that in the Spring of the year 1848 about the
time the said debt became due the com-
plainant made application to and obtained

the money from said defendant to pay said debt the said Fairbairn & his wife on the payment of said debt according to understanding between said Complainant, said defendant & said Fairbairn executing and delivering a deed for said thirty acres of land debts to said defendant to secure the payment of said money with interest as agreed upon from said Complainant to said defendant, that said Complainant was to pay said sum with interest thereon to make the same amount to one hundred and thirty five dollars to said defendant in the month of May or June A.D. 1848. That said Complainant failing to pay to said defendant the said sum of one hundred and thirty five dollars in said month of May or June A.D. 1848 it was then agreed between said Complainant and defendant that said defendant should sell said thirty acres of land and retaining to himself the sum of One hundred and thirty five dollars, that the said defendant should pay over to said Complainant the balance of the proceeds that said land might sell for, that in the month of September A.D. 1848. said defendant sold said thirty acres of land to Augustus Lamprecht, Robert Lamprecht, Maximilian Lamprecht, Charles Lamprecht and Bernard Wasserzicker for three hundred dollars in hand paid to said defendant and that said defendant has not paid to said Complainant the balance of the said three hundred dollars

which he sold said land for, after deducting therefrom the said sum of one hundred and thirty five dollars — It is thereupon adjudged ordered and decreed and this Court in virtue of the power therein vested doth order, adjudge and decree that the said defendant do pay to the said complainant the sum of one hundred and sixty five dollars, the same being the balance which remains after deducting the said one hundred and thirty five dollars from the said three hundred dollars. and it is further ordered and decreed that the said defendant do pay to the said complainant the costs of this to be taxed and that the said complainant have execution against the said defendant for the collection of the said sum of one hundred and sixty five dollars and the said costs to be taxed in this suit —

It all and every of the said order and decrees the said defendant by his solicitor accepts and prays his bill of exceptions may be signed sealed and made part of the Record herein — which is done —

And the said defendant prays an appeal to the Supreme Court, which is granted by the Court upon condition that said defendant enter into bonds to said complainant in the sum of five hundred dollars with James N. Barber as security within thirty days from the rising of this Court conditioned according to law

And afterwards to wit: on the 23^d day of April A.D.
1852 as yet of the said April Term of said Court
the said defendant by his solicitor presented his Bill
of reception to the judge of said Circuit Court which was
signed, sealed, ^{& filed} and made part of the Record herein
the said Bill of reception is in the words & figures follow-
ing to wit:

" In the Stephenson County Circuit
Court Nov. Term 1854.

John Coates

vs

John C. Woodworth

} In chancery.
}

Be it remembered that on the
fifteenth day of November A.D. ¹⁸⁵⁴ this suit coming on
to be heard upon Bill, answers and replications the
plaintiff to sustain his said Bill of complaint
offered in evidence the depositions of Horace Furbox,
Frederick Baker, Charles Rosensteel and John W.
Hulbert heretofore filed in this Court which depo-
sitions are in the words and figures following
to wit:

" To John Coates or Thomas J. Snow his atty,
his

Please take notice that on Thursday the
eighteenth day of July A.D. 1850 between the hours
of nine A.M. and nine P.M. of that day, I
shall by myself or attorney appear before John
A. Clark Esq. Master in Chancery for the Circuit
Court of Stephenson ^{County} in the State of Illinois at his office
in Keokuk in said County to take the depositions of
Frederick Baker, Charles Rosensteel, and Horace
Furbox to be used as testimony on the trial of a
certain suit in chancery now pending and

quatermined in the said Stephenson County
Circuit Court wherein I am complainant
and you are defendant when and where
you can appear and cross examine said witnesses
if you see proper

July 6. 1850.

Yours

John Woodworth by
Saml. Brawley his atty.

State of Illinois }
Stephenson County }
I, Francis W. S. Brawley being
first duly sworn depose and
say that on the sixth day of July A.D. 1850 he
served the within notice by handing a copy
thereof to the within named Thomas J. Turner
& further saith not
I W. S. Brawley
sworn to & subscribed before me,
Clerk of the Circuit Court of
said County this 8th day of
July A.D. 1850

John A. Clark clk.

John Woodworth vs. John Coates no. to deposition
Filed July 6th /50 John A. Clark clk. Cir. Co. Steph. County
Ill.

State of Illinois }
Stephenson County }
In the Stephenson County Circuit
Court in the Chancery side thing
of the August Term A.D. 1850

John Woodworth,

John Coates }
} In the above named parties to this
suit hereby agree that the depositions of Frederick
Baker, Horan Farbox and Charles Rosensteel

and John S. Hurlbut on the part of complainant
in said cause may be taken on Tuesday the twenty
third day of July A.D. 1850 between the hours of
nine A.M. and nine P.M. of that day before the
said John A. Clark Master in Chancery of the
said Circuit Court at his office in Freeport in
said County

Witness our hands and seals this eighteenth
day of July A.D. 1850

Smith & Brawley at
attys. for Compl^t.

Thos. J. Jones at atty. for Def^t.

"No. Woodnorth & John Coates - agreement.

Filed July 19th/50. John A. Clark Clerk C. C. Steph.
County Ill."

"The deposition of Horace Jacob Charles Rosensteel
and Frederick Baker and John Hurlbut of the
County of Stephenson and State of Illinois, witnesses
produced sworn and examined before John A.
Clark Master in Chancery in and for the County
of Stephenson and State of Illinois on the 23rd
Day of July A.D. 1850 in pursuance of a notice
and stipulation hereto annexed to be read as
evidence on the trial of a certain writ in Chancery
now pending and undetermined in the Circuit
Court in and for said County wherein John Co.
Woodnorth is complainant and John Coates
is defendant, on the part and behalf of the
said complainant - The said Horace
Jacob being first duly sworn, according to
law, deposed and saith in answer to the
several interrogatories following on the part

of the said complainant as follows to wit:

Quest. 1. Do you know the parties the complainant and Defendant in the title of these interrogatories named, or either or whole of them, and how long have you known them respectively?

Ans. I know them - have known them John Coates four or five years and have known John Woodworth nearly nine years.

Quest. 2. What knowledge, if any, have you of John Woodworth and Rebecca Jane Woodworth his wife executing a deed to yourself of a tract of land in this County - describe the land - state the consideration for the execution of the deed - whether or not you gave to Woodworth a paper or papers at the time of the execution of the deed and what that paper was?

Ans. - They gave a deed, I have forgotten the number of acres, I think thirty - I don't know the number of it, it is timber land - I think it was somewhere between ninety and one hundred dollars - I gave him a bond for a deed, but what the length of time was I could not say I have forgotten that -

Quest. 3. What was the consideration for the execution of the deed by Woodworth to you -

Ans. It was near a hundred dollars it may have been a little short of that sum a few dollars less -

Quest. 4. At the time of the execution of the deed by Woodworth to you was there any paper executed by you to Woodworth? if so what paper

ans. I gave him a bond for a deed

Quest. 5. A deed for what?

ans. I think it was for thirty acres of timber

Quest. 6. Was it or not the same land that Woodworth deeded to you?

ans. It was the same land

Quest. 7. Was or not the consideration of the deed from Woodworth to you money loaned by you to Woodworth:
Haven^{his} + Jacob^{and}

ans. It was for money due

Quest. 8. What has become of the bond that you gave to Woodworth for a deed of the land?

ans. I don't know certain where it is - I cannot say

Quest. 9. Has it been delivered to you?

ans. When I first spoke it was the deed I think - I cannot say whether I have had the bond or not

Quest. 10. Has the bond been cancelled by you, between you and Woodworth?

Ans. I think it has - I think it was cancelled.

Quest 11. When cancelled and settled was it or not delivered to you?

Ans. I think it was

Quest 12. What has you done with it?

Ans. I either have it or it has been destroyed

Quest 13. Do you know where Woodworth got the means to pay you the amount expressed as the consideration in the deed from Woodworth to you?

Ans. I don't know as he had it at all

Quest 14. Is the paper you call a bond from you to Woodworth put on record in the Records office of Stephenson County?

Ans. I think it was

Quest 15. Is the paper hereto attached marked A a copy of the Bond mentioned by you in your previous answer?

Ans. It bears the description

Quest 16. To the best of your recollection, knowledge and belief, is it a copy of the paper called by you a bond in your previous answer?

Ans. I should think it is

Quest 17. Is the land mentioned in the paper marked A hereto attached, the same land that Woodworth deeded to you?

Ans. Yes he deeded no other land - so it must be that -

Quest 18. At what time was the article of agreement or bond between you and Woodworth cancelled?

Ans. I think it was in March '48 - I think it was

Quest 19. How was the article of agreement or bond between you and Woodworth cancelled?

Morae^{1/2} & Fairbairn
made

Ans. I gave a deed and got my money

Quest 20. How came Woodworth to give you the article of agreement?

Ans. It was agreed on

Quest 21. By whom and between whom was it agreed on at the time that he did give you the article of agreement?

Ans. It was agreed on by himself and me

Quest 22. Was there any other person present

at the time mentioned in your last answer - if yes, who?

ans. I don't know that there was any one,

Quest. 23. Was there any other person present when the article of agreement was given up to you to be cancelled? if yes, who

ans. I think it was probably Mr. Clark and perhaps Cyrus Sneyd - there may have been other persons but I don't recollect who

Quest 24. Was the article of agreement given up to you at the same time that you received the money mentioned in the article of agreement hereto attached marked A?

ans. I think I received the money in Mr. Turner's office and I think that the article of agreement was given up in the Recorder's office

Quest 25. - when and where was the agreement made that Woodruff should give up to you the article of agreement - what was the consideration for that agreement - state all the particulars of the agreement & who was present when the agreement was made

ans. Mr. Woodruff met me in the Street or store or some place and says to me that he knows where I can get the money for

the land. that is the same time - whether it was
the same day or a few days before - he told me
I could go up to Mr. Coates, Traders Office and
could get the money for the land - I went up
there Mr. Coates paid me the money something
like a hundred dollars and I give him a
warrantee deed, then I think we went from there
to the Clerks office - I don't know that there was
any body present at the time the agreement was
made between him & me

Quest 26. Who authorised you to give Coates a
deed for the land?

ans. I think Mr. Woodworth.

Quest 27. Did Coates understand that Woodworth
authorised you to give him a deed?

ans. Not when we was together - Woraw^{high} ~~made~~ ^{made}

Quest 28. Have you any means of knowing
that Coates understood that Woodworth au-
thorised you to make him (Coates) a deed?

ans. I can't say anything more about that
than Woodworth told me to go up there & get
my money - Mr. Coates never said any thing
about it

Quest 29. Who made the bargain with Coates
for the money - Did you or did Woodworth?

Ans. I made no bargain with Coates. I went up there & Mr. Coates counted me out the money for the land - I thought it was all it was worth & took it -

Quest. 30. Do you know who did make the bargain with Coates for the money you received of him

Ans. I know as I said before that Woodworth told me to go up there and get my money. I do not know who made the bargain.

Quest. 31. Who drew the deed of the land from you to Coates.

Ans. I rather think it was Coates or some one in the office.

Quest. 32. Was it drawn ready for your signature at the time you went into Surveys Office by Woodworth's request?

Ans. It was either done or soon done - I was not there but a few minutes.

Quest. 33. Was the deed from Woodworth & his wife to you recorded? if yes, when was it recorded?

Ans. I left the deed for record in the Clerk's Office in this locality.

Quest 34. Do you mean the Clerk in the Records
Office?

Ans. Records Office -

Quest. 35. Was the deed from you to Coates
for the same land Rented

Ans. I don't know.

Quest 36. How much money did you receive from
Coates at the time you made Coates a deed for
the land

Ans. About one hundred dollars. I don't recollect
a little less - I don't recollect the ^{ex}act sum

Quest 37. Did you prior to making the deed
or at the time of making the deed to Coates,
have any bargain, conversation or arrangement
with Coates in relation to making him a deed
for the land - if yes - state what it was?

Ans. When I went into the office I can't say whether
Coates or Woodworth said my money was ready.

I had no bargain with him any other than that
one or the other of them told me my money was
ready.

Horace ^{his} Fairbroth
^{made}

Quest 38. Had you prior to making the deed ever
had any conversation with Coates about making
the deed -

ans. Nothing about making the deed

Quest. 39. Had you prior to making the deed had any conversation with Coates about paying you the money

ans. not that I recollect of

Quest 40. Do you know what arrangements there was between Coates & Mrs. Smith in reference to the money and the deed - if you state your knowledge of the arrangement.

ans. I don't know their bargain at all

Quest 41. Do you know of any other matter or thing that you would tend to the benefit of the complainant - if you state the same as fully as if you had been particularly interrogated -

ans. I don't think of any thing now

Recap interrogations propounded by the defendant

Quest 1. What was the land worth that you conveyed to M. Coates, when you conveyed it?

ans. I didn't consider it worth over one hundred dollars.

Quest. 2. How much less than one hundred dollars

Q. Did Leotes pay you.

A. It might have been a half a dollar or a dollar. I don't recollect.

Q. 3. Was Woodruff present when you received the money and made the deed?

A. He was.

Q. 4. Did Woodruff understand that you were making a deed to Leotes?

A. He did.

Re examined by complainant
Q. How far is the land that has been spoken of by you in your previous answers situated from the town of Deepport, & in what direction?

A. About three miles & a half South West.

Q. Was it at the time of your making the deed to Leotes' prairie or timber land?

A. It was called timber land.

W. H. Furbot
S. W. D.

Q. Do you or not know that the same land since your deed to Leotes has been sold for three hundred dollars?

A. I don't know any more than I have

heard it was - I have not heard it from Coates.

Ques. In your answer to the first cross interrogatory do you mean to be understood that it is now your opinion that the land conveyed by you to Coates was not worth more than one hundred dollars at that time or that it was then your opinion

ans. It was then my opinion that it was not worth more than one hundred dollars

Ques. What is your present opinion of its value at that time?

ans. I have no reason to alter my opinion - it has been sold for more I have heard - but that don't make it worth any more to me

Ques. In your answer to the 20th interrogatory you say "it was agreed on" what do you mean to be understood by the term was agreed on - what was agreed on - State particularly the agreement

ans. W. Woodworth met me in the Street told me I could go into Coates' office and get my money. -

Ques. Was there any thing said about giving up the article of agreement.

Ans. I don't recollect the words that was said,
but we went out and into the Clerk's office and
it was given up.

Quest. What was the relation between you
and Woodruff at that time, friendly or
unfriendly?

Ans. Unfriendly. Cross examination resumed.

Quest. Was there any unfriendly feeling between
you except what had grown out of the matters
connected with this contract?

Ans. None on my part.

Horace ^{his} Tarbox
made

The said Frederick Baker being first duly sworn
according to law deponent and said in answer
to the several interrogatories following on the
part of the said Complainant as follows.

Quest 1. Do you know the parties Complainant
and Defendants in this suit - if yes - how long
have you known them respectively?

Ans. I know them - I have known Woodruff
about eleven years and Coates I think about
three — J. Baker

Quest 2. What is your name, age and residence

ans. My name is Frederick Baker - I am thirty years old next November according to the record - my residence is Keepat -

Quest 3. Do you now know, and did you ⁱⁿ the month of March 1848 know, a tract of land conveyed by Woodworth to Tarbox and by Tarbox to Coates the defendant.

ans. I know where the land is, I don't know the number of it. -

Quest 4. Have you any knowledge of the means and the manner that Coates came into possession of that land - state all the particulars

ans. I have it from the parties themselves - Coates told me that he redeemed the land from W. Tarbox for Woodworth and he told me that Woodworth was to have some time in the month of June to redeem it from him - about the time that the land should be redeemed I went to W. Coates & asked him how the matter stood, he told me that the redemption had passed, that Woodworth had told him to sell the land and take his pay - he said the amount that he claimed on the land was one hundred and thirty five three or thirty five dollars, he said then that he would sell the land if Woodworth didn't raise the money and pay.

himself for his trouble and the rest of what he sold it for he would give to Woodworth - he said that Wood had no claims upon him, but it was his right and he should have it - that was about all the conversation except that I wanted to trade for the land -

Quest. 5. At what time was this conversation and how came you to have the conversation with Mr. Coates -

Ans. I think it was in the latter part of June or forepart of July 1848 - I wanted to get the land myself

Quest. 6. Had you been negotiating with Woodworth about the land before this conversation

Ans. I had.

Quest. 7. At the time of the conversation with Coates did you inform him that you had been negotiating with Woodworth about the land

Ans. I did

Quest. 8. Did you tell Coates what you had offered Woodworth & what did you tell him about it

Ans. I think I told him what I had offered him - I told him I had a piece of grain over
T. Ballou

Smith phin that I could sell by getting this timber to go with it., that I could afford to give Woodworth about one hundred and eighty five dollars for the timber.

Ques 9. What did Mr. Coates say to that

ans. He said the timber was worth more than that money and he said furthermore that it could be sold for more before the summer was out. And he said the land might as well stay where it was in his hands, as to be sold for less than what it was worth - I then asked him if it was worth while for me to say try any more to get the timber - I think his reply was that he thought not - I think that ended the conversation.

Ques 10 Did you learn from Coates how much money he had actually paid to Furber to redeem the land?

ans. I could not say that I did from Coates or not.

Ques 11. Did you understand from Coates whether or not a bond was given or agreed to be given between Coates and Woodworth, to Woodworth for the redemption of the land.

ans. I understood Coates to say that there was no writings between them at that time.

Quest 12. Do you know whether or not Coates sold that land, if yes, when did he sell it, & what did he get for it & to whom did he sell it—

Ans. I dont know only by information

Quest 13 In your answer to the 4th interrogatory you say that Coates told you that Woodworth had told him to sell the land—state all the particulars about what Coates told you upon that subject

Ans. He told me that Woodworth asked three hundred dollars for the timber—he told me that he would sell it for so much as he could and that Woodworth was to have all over one hundred & thirty three or thirty five dollars & paying him for his trouble

Quest 14 State how it was that you came to have the conversation that you have detailed with Mr. Coates

Ans. I told Mr. Coates that Mr. Woodworth was a poor man & it would be a hard case to have his land forfeit for what was on it and he had better have one hundred and eighty five dollars than to have it forfeit the way it was—he remarked then that he knew Mr. Woodworth should not lose his land—then this conversation took place between ^{that I have} me & him, stated—
J. Barker

Quest 15. Do you know any other matter or thing that would tend to the benefit or advantage of the complainant in this suit - if you state the same as fully as though you had been particularly interrogated?

Ans. I don't think of anything now.

Recap interrogations propounded by the Defendant

Quest. 1. Was Woodworth present at the conversations with Coates to which you allude in your direct examination

Ans. No. I never saw them together talking about the land - nor heard them talk about it together -

Quest. 2. Did not Coates in the conversation you allude to, say that he had agreed to sell the land to Woodworth in June 1848 for one hundred and thirty five dollars

Ans. I heard him say that Woodworth was to redeem the land at one hundred and thirty three or thirty five dollars. I didn't hear him say anything about selling the land to him -

Quest. 3. State again as near as you can recollect precisely all the words which Coates uttered on that occasion in relation to the

subject

ans. Coates said that the redemption time was up - then this conversation came in - say I it is a hard case for Woodworth to lose his land, he is a poor man, that I could sell the land so as to give Woodworth one hundred and eighty five dollars for the land - that Woodworth had requested him to sell the land and to pay him, and he said he would do it and Woodworth was to have all over one hundred and thirty three or thirty five dollars paying him for his trouble - he said that Woodworth had no claim on him for any thing at that time, but that it was his right and he should have it - that I believe was the substance of the conversation

Quest 4. Did your failure at that time to get the land in question prevent you then selling the prairie that you speak of in your direct examination

ans. The man did not want the prairie unless he had timber

Quest 5. How much did you expect to make on the sale of the prairie and timber if you had succeeded in getting the timber from Coates

ans. I expected to sell it for what it was worth I was to have six hundred dollars for the prairie and timber together - I paid one dollar and a quarter for an for the prairie

J. Baker

Ques. 6. How much prairie did you contemplate selling with the timber

ans. One hundred and sixty acres.

Ques. 7. Did not Coates in the coronation you allude to in your deict examination state that Woodworth had no claims against him but he would give him all he could sell the land for over one hundred and thirty three or thirty five dollars?

ans. Yes.

Deict examination resumed

Ques. Why did Coates say that Woodworth had no claims on him?

ans. We said that the time for redeeming the land had run out, was expired or something to that amount.

Ques. Have you sold the prairie or any portion of it since, if yes, what did you get for it?

ans. I have sold one eighty - I got two hundred and fifty dollars for it.

Ques. Did you sell it without timber?

ans. Yes.

J. Baker

The said Charles Rosenthal being first duly sworn according to Law deposed and said in answer to the several interrogatories following on the part of the said Complainant as follows.

Quest 1. What is your name, age, and where do you reside?

Ans. Charles H. Rosenthal is my name - my age is twenty nine years. I reside in Freeport

Quest 2. Do you then know the parties the Complainant and defendant in this suit, if yes, how long have you known them respectively?

Ans. Yes I know them - I have known them Mr. Woodworth about five years I think, I don't recollect exactly - and Mr. Coates about three years.

Quest 3. Do you know the tract of land out of which the controversy in this suit has grown?

Ans. I think I do.

Quest 4. Did you know it when in possession of Mr. Coates?

Ans. Yes.

Quest 5. Do you know whether or not Mr. Coates has sold the land, if yes to whom did he sell it

Charles H. Rosenthal
when did he sell it, and what did he get for it

Ans. Mr. Coates sold the land to Augustus Lam-
precht, Robert Lamprecht, Max Lamprecht &
Charles Lamprecht and Bernard Passerzich
I cannot say the day but it was in the month
of September 1848. - I made the bargain for them
he got one hundred & eighty dollars in State
Bank of Ohio money, and he got a Land
Warrant which is called one hundred
and twenty dollars, so that he got the amount
of three hundred dollars.

Deut. 6. Do you know of any other matter
or thing that may tend to the benefit of
the complainant in this suit - if yes state
the same as fully as if you had been particularly
interrogated

Ans. I dont know any thing particular
about it any further

Cross Interrogatory by the Defendant

Deut. 1. Was the contract of sale from Mr. Coates
to the men you speak of reduced to writing

Ans. There was writings given - I saw the deed
and counted out the money myself - I saw
no writings but the deed - I saw it after it was
signed

Deut. 2. Did you see the Land Warrant delivered
to Mr. Coates?

Ans. I did

Direct examination resumed

Quest. Was the money and the land Warrant delivered to Coates at the same time of the execution of the said and delivery of the deed?

Ans. Yes. —

Charles H. Potential —

The said John S. Hulbert being first duly sworn according to law deposedeth and saith in answer to the several interrogatories following on the part of the said Complainant as follows:

Quest 1. What is your name, age and where do you reside

Ans. John S. Hulbert - in December next I will be twenty years old - I reside in Freeport

Quest. 2. Do you know the parties Complainant and defendant in this suit - if yes, how long have you known them respectively

Ans. Yes - I have known them about three years.

Quest. 3. Was you in Mr. Turner's Law office in March 1848

John S. Hulbert

Ans. Yes

Quest. 4. Was Mr. Coates there also?

Ans. Yes.

Quest. 5. Have you any knowledge of Mr. Coates and Mr. Woodworth making an arrangement for the redeeming of land ~~of~~ that was in the hands of Mr. Farbox - if yes, what knowledge have you -

Ans. Yes - well, all that I know about it is Mr. Coates was to advance a certain amount of money for Mr. Woodworth to redeem some land which Mr. Farbox had a deed of from Mr. Woodworth - the amount of money advanced I don't know, the exact amount - Mr. Farbox was to or did make Mr. Coates a deed for the land - and Mr. Coates was to make Mr. Woodworth a deed for the land if he should redeem it within a certain time

Quest. 6. In this arrangement was Mr. Coates to give Mr. Woodworth a bond?

Ans. I could not say positively as to that

Quest. 7. What is your best recollection upon the subject -

Ans. It has been so long since the transaction that I have no recollection about the bond

Quest. 8. Was the sum of money that Coates paid for the redemption of the land from Farbox

over or under one hundred dollars?

Ans. To the best of my knowledge it was under one hundred dollars.

Quest 9. About what time was the arrangement spoken of made between Mr. Woodworth and Mr. Coates.

Ans. I believe in March 1848

Quest. 10 Do you know whether Mr. Coates had prepared a bond for Mr. Woodworth for this land, and left it in the office unsigned

Ans. To the best of my knowledge he had - I would not be positive - I think I heard Mr. Coates say that he had a bond ready for Mr. Woodworth - but I would not be positive upon that point.

Quest 11 Do you know any other matter or thing which may tend to the benefit or advantage of the complainants in this cause - if yes state the same as fully as if you had been thereunto particularly interrogated

Ans. No. I believe not

John J. Hulbert

Copy interrogatories propounded by the defendant

Quest 1. Is your recollection any way distinct in regard to all that transpired

between Messrs Coates, & Woodworth at the time
you allude to in your deed examination

Ans. No - at the time the parties were in the
office Mr. Farber, Mr. Woodworth, & Mr. Coates
I was in another part of the room part of the
time

Quest 2. State if Mr. Turner's office was divided
at that time into two rooms by a board partition -
if yes, were you in the same room with the
parties when they made the contract

Ans. The office was at that time divided
into two rooms by a partition but there was
a door in the partition - part of the time I
was in the same room and part of the
time in the other - I was alone in the
vacant room most of the time

Quest 3. Can you now state from the imper-
fect manner in which you heard the conversa-
tion, what the contract was when concluded
between the parties

Ans. Mr. Coates paid to Mr. Farber for Mr. Woodworth
a certain sum of money for which he gave
Mr. Coates a deed for a certain tract of land
east South West of this - which land Mr. Woodworth
was to redeem within a certain time from
Mr. Coates.

Quest. 4 State whether at that time there was

any thing said between Woodworth & Coates concerning a bond?

Ans. No - not at that time, but afterwards. I heard Mr. Coates say something I believe about the Bond -

Quest 5. How long after the bargain was concluded between the parties before you heard any mention made concerning a Bond

Ans. I don't know what time it was

Quest. 6. State whether you ever heard Mr. Woodworth & Coates converse together concerning a bond

Ans. No - not to my knowledge

Quest. 7. How often have you heard Mr. Coates speak of giving a bond to Woodworth -

Ans. Not more than once that I recollect.

Quest. 8. Did not Mr. Coates at that time say that Woodworth would not take a Bond - that all he wanted was to keep Jacobus from getting the land

John S. Hulbert

Ans. Not that I recollect - I might have heard Mr. Coates say something to that effect but paid no attention to it

Quest 9. Was there any thing said by Woodworth at the time the bargain was made that he did not care who got the land so Justice did not get it - or to that effect.

Ans. No.

Quest 10. How long were the parties together in Justice's office making the bargain?

Ans. About one half hour - ~~the three~~ that was the time the three were there - at the time the money was paid -

Quest 11. State whether or not there were Blank bonds for the conveyance of Real estate in Justice's office at that time?

Ans. I cannot say whether there was or not but I know that either before or after the bargain was made I got several quires of Blank bonds for the office.

Quest 12. State particularly if you know what the bargain was between Woodworth & Coates, whether it was, that Coates would sell Woodworth the land for a given sum at a certain time or not.

Ans. There was a bargain between them to that effect that is, that W. Woodworth was to redeem the land within a certain time - I took that to be the bargain from what I heard them say from the part of the office where I was.

Direct examination resumed

Ques. Did W. Coates loan Woodworth the money to redeem the land from Furber and took ^{take} the land in security to be redeemed at a certain time

Ans. I supposed that he loaned the money to W. Woodworth, but he paid the money to W. Furber and took the deed from W. Furber

Ques. Why did he take the deed from Furber?

Ans. he took the deed from ^{Mr.} Furber - I cannot tell why he took the deed from Furber.

Ques. Was it or not to save the trouble of making a deed from Furber to Woodworth & from Woodworth to Coates that it was taken directly to Coates from Furber

Ans. Whether to save trouble or not I do not know - but I know the deed was made directly from Furber to Coates - I heard nothing said at the time about saving trouble

John J. Hulbert.

Ques. Do you recollect whether or not Woodworth & Coates had made their arrangement for the borrowing the money before Furber came up to the office

Ans. I do not know whether they did or not.

Cross examination resumed

Ques. Did you hear any thing said between the parties during the conversation about borrowing or lending money—

Ans. - No- there was nothing said about borrowing or loaning money - not to my knowledge

Ques. If there had been any thing said concerning the deed from Furber being taken to save trouble or expense would you not have heard it:

Ans. Perhaps I might + perhaps not

Ques. Did Woodruff give Coates a note or any other acknowledgement for money loaned at that time


Ans. Not to my knowledge

John G. Hulbert.

State of Illinois,
Stephenson County 3^d

I John A. Clark Master in Chancery in and for the said County do hereby certify that the foregoing depositions of Horan Furber, Frederick Baker, Charles A. Rosenstiel, and John G. Hulbert are sworn to and signed by the deponents before me and in my presence; and that the said depositions were taken by me on the 23^d and 24th days of July A.D. 1850 at my office in Keokuk in the said County of Stephenson between the hours of nine o'clock A.M. and six o'clock in the evening of each day

Witness my hand and seal this 24th day of July A.D. 1850

John A. Clark 
Master in Chancery

Bill of costs on this deposition

Master in Chancery for taking & certifying deposition

59 folios 10¢. — \$ 5.90

Issuing 1 subp. 33 \$ 1.25

Shuff T. A. Shuff for exp. subp. 1 subp. 1.00

Witness fees. Frederick Baker 1 day .50

Moran Farbox 2 " 1.00

Charles W. Rorumbat 2 " 1.00

John H. Culbert 1 " .50 3.00

\$ 10.25

(Copy)

Articles of Agreement made this twelfth day of
November in the year of our Lord one thousand
eight hundred and forty seven Between Morae
Farbox of the town of Keokuk County of Stephenson
and State of Illinois of the first part and John C.
Woodworth of the same place of the second part wit-
nisseth that if the party of the second part shall
first make the payments and perform the covenants
hereinafter mentioned on his part to be made and
performed, the said party of the first part hereby cov-
enants and agrees to convey and assure to the party
of the second part in fee simple clear of all incumbrances
whatsoever by a good and sufficient deed the following
lot piece or parcel of land ground viz: the South West
quarter of the North West quarter of section ^{number} eleven
(11), in Township number twenty six North of
Range number seven East of the fourth principal
meridian containing forty acres, saving and
excepting from the same the West quarter of the
said tract containing ten acres heretofore conveyed
to Nathan Sheets by John C. Woodworth wife by

Upon the margin of the record of the foregoing article of agreement is the following writ:

Worsh. Justice having complied in all things with the covenants and agreements contained in the article of agreement recited on this & the preceding page, I do by these presents release and discharge him from the same

Freeport March 10. 1848.

John L. Woodworth Deed

State of Illinois,
Stephenson County, Ill.

I John A. Clark clerk of the Circuit Court and ex officio Recorder in and for the said County do hereby certify that the foregoing article of agreement is truly copied from the Record in my office as the same appear in Book A. of Mortgages pages 232. & 233.

John A. Clark

In witness whereof I have hereunto set my hand and the seal of the said Court at Freeport this 23^d day of July A.D. 1838

Attest John A. Clark clerk

Endorsed as follows: "Article of agreement A" opened by order of Court. John A. Clark clk."

Upon the reading of the said deposition the Plaintiff rested his case and said he had no further more testimony whereupon the Court took time

And at the April term of said Stephenson County Circuit Court to wit: on the 23^d day of April in the year of our Lord one thousand eight hundred and fifty two again the said parties appeared and the Court being fully advised in the premises Order and decree that the said defendant pay

to the said Plaintiff the sum of one hundred and sixty five Dollars and the costs of this suit to which order ruling and decree of the Court the said defendants except and pray that this his Bill of exceptions be signed & sealed by the Court and it is done - The following certificate signed and sealed by the judge of this Court is made part of the Bill of exceptions herein -

John Woodworth,

John Coates } In Chancery
 } Stephenson County Circuit Court.

I do hereby certify that on the hearing of the above entitled cause before me the Book of Records from the Recorder's Office of said County of Stephenson containing the record of the deed from Horan Tarbox to John Coates referred to in the answer of said Coates and made part of his answer was produced by the Recorder of said County & exhibited in evidence from which record it appeared that the whole of the South West quarter of the North West quarter of Section Eleven in Township Twenty six North of Range Seven East of the fourth principal Meridian was not conveyed by said deed to said Coates by said Tarbox but there was excepted from said tract in said conveyance the West quarter of said tract containing ten acres - on asking the description of it the same as that of the land named in said answer as conveyed by the complainant & his wife to Horan Tarbox

signed sealed & made a part of the record
Benj. R. Sheldon
Circuit Judge et.

Signed & sealed

Benj. R. Sheldon

whole said Bill of exceptions is endorsed
"Filed April 23. 1852

John A. Clark ctk."

And afterwards to wit: the said defendant by his
Attorney appeared on the 19th day of May A.D. 1852
and filed in the said Circuit Court an appeal
Bond in the said cause — which said Bond is in the
words & figures following to wit:

"Know all men by these presents that we John
Coates and James W. Barber of the County of
Stephenson and State of Illinois are held and
firmly bound unto John Woodworth of the
same County and State in the penal sum of
five hundred Dollars current money of
the United States, for the payment of which unto
and truly to be made we bind ourselves our heirs
executors and administrators jointly, severally
and firmly by these presents — Witness our
hands and seals this thirteenth day of May
A.D. 1852.—

The condition of the above obligation is such
that whereas, the said John Woodworth did on
the twenty third day of April A.D. 1852, in the
Circuit Court in and for the County and State
aforesaid, receive a judgment against the
above bounden John Coates for the sum of
one hundred and sixty five dollars together
with the costs of trial, from which said judgment
of the said Circuit Court the said John Coates
has prayed for and obtained an appeal
to the Supreme Court of said State — Now

if the said John Coates shall duly prosecute
his said appeal with effect and shall moreover
pay the amount of the judgment, costs, interest
and damages, rendered and to be rendered
against him, in case judgment shall be
affirmed in the said Supreme Court, then the
above obligation to be void, otherwise to remain
in full force and virtue

Taken and entered into, John Coates *Deid*
before me at my office in } By ~~Thomas~~ J. Turner
Keopot this 19th day of May } his atty. in fact *Deid*
A.D. 1852 } James W. Barber *Deid*
John A. Clark *clerk*

where said Bond is set endorsed as follows.

"John L. Woodworth vs John Coates - Appeal Bond
Filed May 19. 1852 John A. Clark *clerk*"

State of Illinois }
Stephenson County } 34

I John A. Clark *clerk* of the Circuit
Court in and for the said County do hereby certify
that the foregoing is a full and complete record
in & of the case of John L. Woodworth against John
Coates - In Chancery as the same appears upon the
original and files in my office

In witness whereof I have hereunto
set my hand and affixed the seal
of said Court at Keopot this 20th day
June A.D. 1852

Attest John A. Clark *clerk*.

John Woodworth for the Stephenson County Circuit Court
 3 Bill of costs
 John Coates 3 Plaintiffs costs
 July. Bill 6 1/4 hrs. 45¢ Book. Sub 13¢
 Book. 5 hrs. 50 appearance 25¢
 July. 9 papers 45¢ 2 subp's 70¢ \$1.15
 Bond for costs 10. 1 aff. of cert 10 Mo. for aut. 25 45
 Cert. file of security for aut 20 Subj. 3 int. 15 Cert. return for term 20 55
 Cert. Decree 75 Cert. hosp. 25. Matk. Cert. Bill cost 30 cert. sub 30 1.65 \$5.30

John A. Clark Master in Chancery for take. exp. 6.25
 J. A. Strickly Sheriff for sheriff for exp. subg. term. 480
 " " for exp. subg. 3 subp's 2.40
 Nitrop. fee. J. Baker 1 day - 14 Jumbo 6 days 3.50
 " let Rose. trial 2 days - J. A. Clark 1 day 1.50 14.35
 \$19.63

Same 2
 3 Defendants costs
 Same 3 Cert. appearance & sub. 25. July. 6 papers. 30. 550
 1 aff. 10. Cert. Dec. 25. Cert. order return. Dec. 25 60
 Order for aut. 25. Cert. mo. for rule for security 20. 45
 Cert. order for Comp. to file security for cost. 20
 Cert. reception 20. Mo. for appeal 20. Order grant. Dec. 30 60
 July appeal Bond to sub. Court. 50 ^{Bill of costs 20} cert. 20. 1.00
 \$3.40
 Matk. complete Record \$14.40 certificate & seal 35 14.95
 \$18.35

State of Illinois,
 Stephenson County. I, John A. Clark clerk of the Circuit Court in and
 for the said County do hereby certify the above to be a true
 copy from my fee Book of the Costs & charges taxed against
 the complainant in the above entitled cause & also of the
 costs taxed against the defendant including the cost of the
 annexed transcript as the same appears in my office.
 In witness whereof I have hereunto set my hand & the seal
 of said Court this 25. day of Nov. 1882. John A. Clark Clerk

State of Illinois
Supreme Court

And now comes the said John Coats
and says that in the record & proceedings afor-
said there is manifest error in this writ
that

1st The court erred in rendering a decree for
complainant.

2^d The court erred in not dismissing the
complaints here

3^d The court erred in annulling the decree
aforesaid in manner & form aforesaid
He prays that for these errors said decree be
reversed

James C. Coon

atty for appellant

Stephens
John C. Hammond

John Coates

Record

Filed August 30th 1852.

Richard M.
By J. R. Adams
atty