No. 8481

Supreme Court of Illinois

Wm. M.Wilson et al

vs.

Jacob Geisler

71641 7

Pleas begun and held at the Court House in the town of Olney within and for the county of Richland and State of Illinois at the May Term of the Richland Circuit court AD 1857 — Before the Honorable Justice Harlan Judge of the 4th Judicial circuit of the State of Illinois —

Jacob Geisler
vs
William M. Wilson &
James L. Lewis

In Chancery

Be it remembered that heretofore to wit on the 7th day of March 1857 the Plaintiff by J. M. Wilson his solicitor filed in the Clerks office of the Richland Circuit court his Bill in Chancery herein which is in the words and figures following to wit —

"Richland County Circuit Court of the May Term thereof 1857 To the Honorable Justice Harlan sole Judge of the said court in Chancery Sitting Humbly complaining Sheweth unto your Honor Your Petitioner Jacob Geisler that on or about the 7th day of February AD 1856

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he bargained by deed of warranty conveyed and sold to William M. Wilson and James L. Lewis the following described real estate to wit; A certain lot of ground in the town of Olney described as follows commencing at the South West corner of Lot No. 6 in Lilley's addition to the town of Olney, thence, North along the West line of Lot No. Six and the West line of lot No. 7 the distance of 180 feet thence West 54 feet thence South 130 feet to the North West corner of John Banks Lot thence East along the North line to the North East corner of said Lot thence South to the South east corner of said Lot of Bank's thence East 33 feet to the place of beginning on which said lot is a large and valuable Store House the said Wilson & Lewis executed & delivered to your Orator their two promissory notes one for the sum of $800.00 with interest from date due the 1st of August 1856. and the other note for the sum of $950.00 with interest from the 21st day of February AD 1856 due the 21st February 1857 – both notes bearing date the said 7th of February making jointly the sum of $1750. Seventeen hundred and fifty dollars being the consideration for said House and lot and to secure the payment of which the said Wilson & Lewis executed to your Orator on the day and date of same sale their certain deed of Mortgage

whereby they did grant bargain and convey unto your Orator in consideration of the said sum of $1750.00 the said described premises which said deed of Mortgage was however upon the following condition that is to say that if the said Wm M. Wilson and James S. Lewis their heirs & executors should pay or cause to be paid to the said Jacob Geisler the said promissory notes & the sums of money therein specified together with the interest from date when they the said notes & interest become due then and in that case the said deed of Mortgage and all things therein contained shall be void & non effect which said Mortgage and said notes are herewith to the court shewn Exhibit A. and prayed to be made a part of this your Orators Bill and submitted for the examination of this Honorable court — Your Orator further sheweth unto your Honor that the said deed of Mortgage was duly signed and acknowledged by the said Wilson and Lewis and entered on the proper records on or about the date of the execution thereof — But now may it please your Honor notwithstanding the time has long passed when the said notes & Mortgages become due and payable and notwithstanding the promises of the said Wilson & Lewis to pay said notes when due they the said Wilson & Lewis have hitherto

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wholly neglected to pay the said sum of money or any part thereof & still neglect & refuse to pay the same or any part but the said debt also interest thereon accrued from date remains wholly due and unpaid your Orator further shews your Honor that the House and Lot is his only and sole a sleeper security for said debt and interest that the said Wilson and Lewis have run off after swindling all who would trust them that they deceived your Orator by making false pretenses of ability to pay therefor in consideration of the premises ~~that Orator~~ your Orator to resort to this your Honors court of Equity without delay for a foreclosure of the said mortgage in satisfaction of said debt your Orator therefor prays that the said Wm. M. Wilson and James L. Lewis be made parties defendants hereto and duly summoned to answer this bill & that they be compelled to make full true and perfect answer to the matters and things herein alleged against them and in default thereof that this bill be taken as confessed against them It is further prayed that after a final hearing of this cause your Honor will grant order and decree that the said debt & interest due your Orator by the said Wilson be fully paid and satisfied by a short day and in default thereof that the said conditions in the said deed of mortgage be

declared forfeited and the same be declared and made absolute and all the title right interest and equity of the said Wilson and Lewis be forever barred and forfeited and your Orators title thereto be made complete absolute and unincumbered and in case your Honor shall deem such specific foreclosure improper or unwise then and in that event it is prayed that your Honor will order and decree that the said House and Lot shall be sold and disposed of at public sale by a commissioner to be appointed in accordance with the provisions of the Statute in such case made and provided and that the proceeds of such sale be applied to the satisfaction of your Orators debt sinterest and the cost of this proceeding and your Orator would further pray your Honor to grant a Summons &c and that upon a final hearing of this cause your Honor would grant such other and further relief in the premises as may be just and equitable and your Orator will ever pray &c —

Wilson & Preston } Jacob Geisler

Copy of Notes

On the first day of August one thousand eight hundred and fifty six

we jointly promise to pay unto Jacob Geisler the sum of eight hundred dollars for value received with interest at the rate of six per cent per annum said interest to be paid when this note becomes due in witness whereof we set our hands this 7th day Feby 1856

Wm M. Wilson (Seal)
James L. Lewis (Seal)

Note

$950.

On the twenty first day of February one thousand and eight hundred and fifty seven we jointly promise to pay unto Jacob Geisler the sum of Nine hundred and fifty dollars value received with interest at the rate of six per cent per annum in witness whereof we set our hands and seals this 7th day of February 1856, to commence bearing interest on the 21st day of this month

William M. Wilson (Seal)
James L. Lewis (Seal)

Copy of Affidavit

State of Illinois } ss
Richland County }

Of the May term of the Richland Circuit court

AD 1857

Jacob Geisler
vs
Wm M. Wilson &
James L. Lewis } In Chancery

John M. Wilson being duly sworn deposeth and says that the said defendants are non residents of this State as he is informed and believes and further saith not

John M. Wilson

Subscribed and sworn to before me this 4th day of March 1857
M. B. Snyder Clerk

Copy of Notice

State of Illinois } ss
Richland County }

Of the May Term of the Richland County circuit court 1857

Jacob Geisler
vs
Wm M. Wilson &
James L. Lewis } In Chancery

The said Wm M. Wilson & James L. Lewis will take notice that the said complainant has filed his bill

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against them in said court on the Chancery side thereof praying &c - And oath having also been made of the non residence of said William M. Wilson & James L. Lewis unless you the above named defendants be and appear before said court on the first day of the next term thereof to be holden at the court House in Olney on the Second monday in the Month of May next and plead answer or demur to said bill the same will be taken as confessed as against said complainants and a decree entered accordingly.-

March 7th 57 - 36 - 4T M. B. Snyder Clerk

Wilson & Preston Sol'rs

And afterwards to wit at the may term of the said Richland circuit court AD 1857 the following proceedings were had and decree and order was made to wit:-

Jacob Geisler
vs
William M. Wilson &
James L. Lewis

In Chancery

Now at this day comes the complainant by John M. Wilson his solicitor and it being proven to the court that the notice of the pendancy of this suit a copy of which is herewith filed has been given by publication in the Olney weekly Republican a newspaper of general circulation published in Olney in said county of Richland & State of Illinois for four successive weeks commencing more than sixty days before the term of this court and the said defendants being severally three times solemnly called come not but make default whereupon it is ordered and decreed

by the court that the matters and things in complainants amended Bill said amendment being by leave of the court, be taken for confessed against defendants & this cause coming on to be heard upon Bill exhibits & proofs, and the court finding upon inspection of said bill and exhibits and the proofs adduced that said complainant did sell a certain lot of ground in the town of Cluey aforesaid described as follows commencing at the South West corner of Lot No (6) Six in Lilly's addition to the town of Cluey thence North along the West line of Lots No's Six and Seven North 180 feet thence West 54 feet thence South 130 feet to the North West corner of John Banks's Lot thence East (33) thirty three feet to the place of beginning with the tenements and appurtenances thereunto belonging to the said defendants taking their writing obligatory for the purchase money as alledged in said bill that the whole of said purchase money principal and interest is due on said mortgage security in said bill set forth represented by defendants that said security is inadequate being a frame building and greatly exposed to fire and that said defendants have left the county ~~[illegible]~~ under suspicious circumstances and are not likely to return wherefore it is ordered by the court that an account be taken by the Clerk to ascertain how much money principal and interest is due from defendants to complainant on the security of the said mortgaged premises to wit; to the lands herein described as conveyed by complainants to defendants & that he report & the Clerk having taken said account & reported the amount of principal & interest due on the security aforesaid to be one thousand eight hundred and eighty three dollars and twenty five cents

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($1883.25/100) thereupon it is finally ordered and adjudged & decreed by the court that the said defendants do within Sixty days from the date hereof pay to said complainants the said sum of $1883.25/100 being the amount principal & interest due him on the security aforesaid as reported by the Clerk together with the costs of this suit and in default of their so doing that said defendants and all persons claiming by through or under them be forever barred from all equity of Redemption in and to the said described premises and that the title thereon revert to the said complainant Jacob Geisler in fee forever free from all demands in law as equity of said defendants or any one claiming by through or under them It is further ordered and decreed that said defendants deliver to said complainant all papers and evidences of title in their possession pertaining to said premises in their or either of their hands & that the Sheriff of said county on failure of said payment within said presented term put the plaintiff in possession of said premises

State of Illinois }
Richland County } S

I Morris B. Snyder Clerk of the Circuit Court of said county do hereby certify the above and foregoing paper writings to be a full true & perfect transcript of all the papers orders and proceedings had in said court in the above entitled cause as appears from the files and records of our said court

In testimony whereof I have

hereunto subscribed my name and affixed the seal of said court at Olney this 22nd day of July AD 1857

M. B. Snyder Clerk

Of Norb Term 1857. Supreme Court,
Mt Vernon Ills.

Clerk The said Wilson & Lewis, Plffs in Error by Hope and Mitchell their Counsel, come and say that there is manifest error in the foregoing Record, and hereby assign the following causes, to wit,

1st. The Decree is wholly unsustained by evidence The pretended Mortgage called Exhibit A. never was filed in the Cause or shown to the Court, nor was there any evidence that any such Mortgage was existed.

2d The notes (described) being the only evidence before the Court, so far as disclosed by the Record the Bill should have been dismissed for want of Proof.

3d. If there were any other evidence exhibit before the Court, they should have been preserved ~~other~~ and appeared in the Record in some form, & the ~~Decree~~ Record is erroneous for want thereof.

4. It is also erroneous in decreeing a strict foreclosure of the pretended Mortgage, & in barring the Equity of redemption.

[8481-4]

5th The Original Bill was amended and changed but it does not appear what that change was nor when it was made, & is therefore erroneous –

6th The computation of the debt & interest by the Clerk was error, it should have been by the Chancellor himself or by a Master in Chancery or special Commissioner.

7th It is also erroneous in decreeing a return of the title papers and of possession, there being no prayer for such relief in the Bill –

And the same is otherwise full of error, and ought to be reversed, all of which said pltffs in Error are ready to verify as this Court may direct –

Hayward & Caldwell
Attys for Pltffs in Error

Lowndes in error
Nelson & Johnson for defts in error

Filed 20th August 1857
Wm Johnston Clk
By Saml Reese – $5.00
" Advance 2.00
$7.00

Received
Costs $2.25

STATE OF ILLINOIS, } ss. 1st Grand Division at Mt Vernon
SUPREME COURT.

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Sheriff of Richland **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 Richland County, before the judge thereof, between Jacob Geisler, Pltff — and William M. Wilson and James L. Lewis ——

defendant, it is said that manifest error hath intervened to the injury of said William M. Wilson and James L. Lewis — 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 Jacob Geisler

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

Witness, the Hon. ~~Samuel H. Treat~~ Walter B Scates, Chief Justice of our said Court, and the seal thereof, at Mount Vernon, this twentieth day of August in the year of our Lord, one thousand eight hundred and fifty-seven.

Noah Johnston
Clerk of Supreme Court.

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State of Illinois
Richland County } ss.

I have served the within writ by reading the same to the within named Jacob Snider, this 29th day of August A.D. 1857

Witness my hand, James H. Parker
Sheriff of Richland County
Ills

William M. Pleasants
Clerk of Court
by J. Scritter
Deputy Clerk

Services	50
Returns	10
	60
Postage	3
	63

26

Ottawa Ills. Aug 14th 1857.

Noah Johnson Esqr

Dear Sir.

Enclosed I send you the Record Abstract, & cash Bond in case of Wilson & Lewis vs Gates and $7. for fees. You will please issue summons to the Defendant Gates directed to this County. We have concluded not to ask a supersedeas. Please acknowledge the rect of the enclosed & oblige yours truly

A. McCall

[84814]

No 26

Wilson & Lewis
by
Geisler

Prosper

Phila 30th August
1857 –
N Schmitz CM

Alex Johnson Esq

WRIT OF ERROR.

STATE OF ILLINOIS } SS. THE PEOPLE OF THE STATE OF ILLINOIS;
SUPREME COURT,

To the Clerk of the Circuit Court for the county of Richland 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 Richland county, before the Judge thereof, between

Jacob Geisler

plaintiff, and William M. Nelson and James L. Lewis

defendant 5 it is said manifest error hath intervened, to the injury of the aforesaid William M. Nelson and James L. Lewis

as we are informed by the 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 first Tuesday after the second Monday in 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:

Witness, the Hon. WALTER B. SCATES Chief Justice of our said court, and the seal thereof, at Mount Vernon this twentieth day of August in the year of Our Lord One Thousand Eight Hundred and Fifty-seven.

Noah Johnston
Clerk Supreme Court.

[8481-9]

No 26

William M. Wilson &
James L. Lewis
vs } Writ of Error
Jacob Geiler

Issued and filed
7th August 1857
N. Johnston Clk

William McWilson
James L. Lewis, Plffs in Error
vs
Jacob Geisler, Deft in Error

Supreme Court, Mobile
1857, Mt Vernon Ills
Error to Richland

We do enter Ourselves Security for Costs in this cause & acknowledge Ourselves bound to pay in case to be paid, all costs that may accrue in this action either to the opposite party or to any of the Officers of this Court, in pursuancy the Laws of this State

Date this day of August 1857

N. Hayward

Mitchell

Approved 20. August 1857. N. Johnston Clk

No 26
Wilson & Lewis
vs
Gustler

Cost Bond.

Filed 20. August 1857
A. Johnston Clk

State of Illinois---Supreme Court,

MT. VERNON, NOVEMBER TERM, 1857.

WILLIAM M. WILSON, and JAMES L. LEWIS, Plaintiffs in Error
VS.
JACOB GEISLER, Defendant in Error.

Error to Richland,

1 This was a Bill filed by Geisler; March 7th 1857, to foreclose a Mortgage, and decree rendered at May Term 1857, by default.

1 2 The Bill set forth that on the 7th of February 1856 Geisler sold and conveyed to Wilson & Lewis, a Lot in Olney, upon which was situated a large and valuable Store House, for the consideration of $1750 for which they executed to Geisler two notes, one for $800, the other for $950, the first due August 1st 1856, the second due February 21st 1857, and also a mortgage on said premises to secure the payment of said notes, &c.

3 The Bill also states that the "said mortgage and notes are herewith to the Court shown, exhibit A, and prayed to be made part of the Bill, and submitted to the examination of the Court." that the said Wilson & Lewis did not pay said notes when due, and that they had run off, after deceiving the said Geisler by false pretences of their ability to

4 pay for the said House and Lot.

5 It prays that Wilson & Lewis be made parties defendant and required to answer, and in default of answer that the same be taken for confessed, that a decree for the amount of debt, interest and costs be entered and if not paid by an early day the "condition in the said mortgage Deed be declared forfeited, and the same be declared and made absolute, and all the title, right interest and equity, of the said Wilson & Lewis be forever barred and forfeited, and your Orator's title thereto be made complete, absolute and unencumbered," and that in case such specific foreclosure should be deemed unwise, then it is prayed the said House and Lot be sold, also a prayer for special commissioner, and such further relief as may be just

7 There was an affidavit of the non-residence of Wilson & Lewis and publication of notice, and in default of appearance of said Wilson & Lewis decree is rendered pro confesso,

6 The only other paper on file, or appearing in the Cause, and the only written evidence offered, or before the Court, was the two notes described in the Bill.

The decree contains the following:

9 1st The Def'ts (Wilson & Lewis,) being called, and not appearing, it was "decreed that the matters and things in complainants amended Bill, said amendment being by leave of the Court, be taken for confessed against them.

9 2nd. "And the cause coming on to be heard on Bill, exhibits and proofs, and the Court finding upon inspection of said Bill and exhibits and the proofs, adduced that said complainants did sell a certain House & Lot of ground in Olney taking their writing obligatory for the purchase money as alleged in said Bill that the whole of said purchase money, principal and interest is due on said mortgage security, that said security is inadequate being a frame building and greatly exposed to fire, that defendants have left the county under suspicious circumstances and not likely to return."

10 "Wherefore it is ordered by the court that an account be taken by the clerk to ascertain how much money is due, &c, and the clerk having taken and reported the amount to be $1883,25, therefore it is finally ordered and adjudged and decreed that the defendents do within 60 days from the date hereof pay to the said complainant the said sum of 1883;25 being the amount principal and interest due him on the security aforesaid, as reported by the clerk, together with costs of this suit, and in default of their so doing, that said defendants, and all persons claiming by through or under them, be forever barred from equity of redemption in, and to said premises, and that the title thereto revert to the said complainant in fee, forever.

It was also further ordered that the said defendant [pltiff in error] "redeliver to said plaintiff, all papers and evidences of title and that the sheriff of said county on failure of said payment within said presented term put the plaintiff [Geisler] in possession of said premises."

The plaintiffs in Error; assign the following causes.

1st. The insufficiency of the evidence and the absence of the mortgage.
2nd. The absence of all proof except the two notes.
3d. The decreeing and strict foreclosure, and barring the Equity of redemption.
4th. The decreeing a surrender of the title papers.
5th In directing the sheriff to put complainant in possession.
6th The ~~mutilation~~ or change of the origional bill. without showing what change
7th In rendering the decree for complainant and in not dismissing the cause for want of proof.

1

The Defendants below were non residents - they were not served with personal notice and did not appear; the decree therefore should have been rendered only upon proper and sufficient proof.

Constructive notice under our Statute by publication, while it gives jurisdiction of the cause, does not dispense with the necessary evidence: the mere absence of non-resident Defendants, not served with personal notice will not justify a decree based upon the presumption that they have confessed the Bill.

1 Daniel Chan Pr P 577.
Pendleton vs Evans 4 Wash C.C. R 391

2 The Bill is filed for foreclosure of Mortgage, and the Statute having provided for the manner of sale and redemption of Mortgaged premises, the Mortgagee is not entitled to a strict foreclosure without showing in his Bill the necessary and sufficient causes for such relief. In this respect the Complainants Bill is wholly defective.

[8481-12]

It does not charge that the security

is inadequate, but merely that it is slender. Nor is there any argument that the Defendants had not other property sufficient for any balance left after selling the House & Lot.
Adams Equity 683—
Wiswes vs Hunt 1 Pd. 261

3. The Complainant must rely upon the case stated in his Bill—.
1 Daniel Chan Pr. P. 377—
Story Equity P § 28—257
Mitford Pleading 45. note 47—

4— If the Decree pro confesso shall be regarded as proper in this case, without further proof, still the Defendants below are not concluded beyond the material matters stated in the Bill—

5. The Exhibits and proofs should have been presented and contained in the record— The absence the Mortgage cannot be supplied upon any presumption of law arising under a decree pro confesso— It is part of the Bill and should be on file and remaining record

The oral testimony of the witnesses if any should also have been presented
White vs Morrison 11 Ills 365
Ward vs Owen 12 " 283

6. The record contains the Original Bill — the decree shows the Bill was amended and a pro confesso taken on the amended Bill, but when the amendment was made, or in what it consisted is not shown; and the record is in that respect uncertain ambiguous, and should be reversed — Adams Equity 957-8
Strys Equity P. 886 —
1 Daniel Chan P & P 454-458 —

7 The account should have been referred to the Master in Chancery & not to the Clerk — Adams Equity 819-820

8 The order directing the surrender of the title papers was not prayed for and was improper
and the order for possession is uncertain, ambiguous and improper

A. Kickell
Atty for Appellant

[8481-13]

Wilson & Lewis

vs

Gillet

Error to Richland

Abstract & Brief

Clarion

Abstract of Record.

William W. Wilson & James L. Lewis, Plffs in Error
vs
Jacob Geisler Deft in Error
} Error to Richland —

This was a Bill in Chancery to foreclose Mortgage ~~The Bill~~ in Richland C.C. May Term 1857, before Hon. I Harlan Judge —

Page of Record —

1. The Bill sets forth, that on the 7th Feb 1856
2. the Deft, Geisler, sold and conveyed to Wilson & Lewis, the plffs, a certain lot in Olney, (on Main street) upon which was situate a large and valuable Store House, for the Consideration of $1750. — That plffs executed to Deft therefor, ~~the~~ two notes, one for $800, with interest &c & the other for $950, with interest &c, the first due Ary 1st 1856, & the 2d due 21st Feb, 1857, — That plffs also executed a
3 Mortgage on the said Farm & Lot, to secure the payment of said notes & interest when due, The Bill also states, "which said Mortgage & said Notes are herewith to the Court shown, Exhibit A, and prayed to be made part of the Bill & submitted to the examination of the Court"

[8481-14]

4 That Pipps did not pay said notes when due, and that they had run off, after deceiving the Deft. by false pretences of their ability to pay for said Home & Lot.

The Bill then prays that Wilson & ~~Pipps~~ Lewis be made parties dfts. & required to answer & in default of answer that the Bill be taken for confessed; — That a decree for the amount of the Debt, interest & cost be entered & if not paid by an early day the "conditions in the said Mortgage deed be declared forfeited — and the same be declared and made absolute and all the title right interest and equity of the said Wilson & Lewis be forever barred and forfeited, and your Orators title thereto be made complete, absolute, and unencumbered."

5 And that in case such specific foreclosure should be deemed unwise then ~~and that~~ it is prayed the said Home & Lot be sold &c.

There is also a prayer for special Commissioner & such further relief as may be just &c.

6, The Record next contains copies of the
7. notes, also an affidavit showing the
8 non residence of pltffs, and a copy of the
" published notice to pltffs.

" The Decree rendered at the May Term 1857
" contains the following matters—
" 1st, The published notice being proved &
" Defts (pltffs in Error) being called, & not appear-
" ing, it is "decreed that the matters
" and things in complainants amended Bill
9 said amendment being by leave of the
" Court, be taken for confessed against
" said Defts," (Pltffs in Error)
" 2d "and the cause coming on to be heard on
" Bill, exhibits & proofs, and the Court finding
" upon inspection of said Bill and exhibits &
" the proofs, adduced, that said complain-
" ants did sell a certain House & Lot of ground
" in the Town of Olney (giving description) to
" said Defts (Pltffs in Error) taking their writing
" obligatory for the purchase money as
" alleged in said Bill, that the whole of
" said purchase money, principal & interest is
" due on said Mortgaged security, that said
" security is inadequate being a frame

building & greatly depend to pay, that Defts.
10— have left the County under suspicious cir-
cumstances & not likely to return,
"Therefore it is ordered by the Court, that
an account be taken by the Clerk to ascertain
how much money" per is due &c.
"And the Clerk having taken said account
& reported the amount" &c. to be $1883.25/100
"Therefore it is finally ordered and adjudge
and decreed that the defendants within
sixty days from the date hereof pay to said
complainant the said sum of $1883.25/100 being
the amount principal & interest due him
on the security aforesaid, as reported by the Clerk,
together with the costs of this suit, and in
default thereof so doing that said Defts
& all persons, claiming by through, or under
them, be forever barred from all Equity of redemp-
tion in & to said premises, & that the title
thereto revest to the said complainant in
fee forever"—
"It is further ordered that said Defts.
(Plffs in Error) deliver to said Plff (Deft
in Error) all papers & evidences of title" &c
"and that the said Sheriff of said County on
failure of said payment within said prescribed
time put the plaintiff (Gaston) in possession
of said premises"

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Haywood & Ketchell
Attys for Wilson & Lewis

[8481]

Wilson & Lewis
vs
Jacob Geiler

Abstract of
Record

Filed 10th Oct. 185[illegible]
J. Johnstadt

No 26

Nov. 1857

William M. Wilson &
James L. Lewis
vs
Jacob Geisler

Error to Richland

8481

Affirmed