No. 8582

Supreme Court of Illinois

Jonathan Hill, for use

vs.

Dorothea Nicol et al

71641 7

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State of Illinois } Pleas and proceedings had in
St Clair County } the Circuit Court in and for
the County of St Clair & State of Illinois

Be it remembered that on the 9th day of April 1857
the following Bill was filed to wit:

State of Illinois } ss Of the April Term of the
St. Clair County } Circuit Court of said County
A.D. 1857.

To the Hon.

Judge of the 24th Judicial Circuit Court in said State of which said State of which said County of St Clair forms a part in Chancery sitting

Humbly Complaining sheweth unto your Honor Your Orator Jonathan S. Hill (who sues for the use of Samuel B. Whiteside) that on the 4th day of May A.D. 1855 he sold & conveyed to George Henry Nicol the following described land situate in said County to wit: The North East quarter of Section No 29 in Township One South of Range No 6 West Containing One hundred & sixty acres, And also the South East quarter of the South East quarter of Section No 29 in Township No 1 South of Range No 6 West of the 3rd Principal Meridian containing forty acres and making in the aggregate two hundred acres for the sum of Three thousand one hundred dollars payable in installments. Fifteen hundred ~~to be~~ paid within five months from that date & sixteen hundred dollars within

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Eight months from that date. Your Orator states that the said Nicol thereupon in order to secure the payment of said sums of purchase money as aforesaid he executed and delivered to your Orator, two Bonds or writings obligatory of that date, one of which was given in the sum of fifteen hundred dollars & payable five months after the date thereof. & the other in the sum of fifteen hundred dollars and payable eight months from that date. And your Orator further states that to further secure the payment of said note given for the purchase money of said land as aforesaid the said George Henry Nicol executed and delivered to your Orator a certain indenture of Mortgage of that date by which he Granted, Bargained, sold, conveyed & confirmed unto your Orator & to his heirs and assigns forever the said lands. To have & to hold the same with all the privileges & thereunto belonging unto your Orator his heirs and assigns forever & thereby expressly waiving & relinquishing all benefit of an act entitled "an act to exempt Homesteads from sale on execution" approved February 11, 1851. Your Orator states that the said Mortgage deed was & is subject to the following conditions to wit: That if the said Nicol should well & truly pay or cause to be paid to your Orator his heirs or assigns the just & full sum

of three thousand and one hundred dollars according to the tenor & effect of two certain promissory notes of even date with said mortgage given by the said George Henry Nicol & payable one in five months, the other in eight months from the date of said mortgage & notes then said mortgage was to be void otherwise in force. Your Orator states that the said promissory notes referred to in said Mortgage were under seal and are the same first above described in this Bill as Bonds or writings obligatory. Your Orator refers to the original Mortgage deed filed herewith marked "Exhibit A" and made a part of this Bill of Complaint also the said $1600,00 note or writing obligatory which has a credit of four hundred dollars on the back thereof indorsed in the german language Your Orator states that the said fifteen hundred dollar note or Bond has been paid with the exception of twenty one dollars & that the said Whiteside to whom he sold the same gave up said note to Henry Nicol the Adm^r of said George Henry Nicol (who has died since executing said Mortgage & notes) with the understanding that twenty one dollars is yet to be paid, He states that a copy of said note or Bond for $1500,00 as aforesaid is filed herewith (the same being written from memory) and that the original $1600,00 note is filed herewith marked "Exhibit B"

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& made a part of this Bill of Complaint. Your Orator states that neither of said Notes has been paid any further than as above stated & that a large Amount of Money still remains due and unpaid on the same together with said Mortgages. Your Orator states that on the day of A.D. 1856 after the death of the said George Henry Nicol he sold & delivered the said Notes & Mortgage to Samuel B. Whiteside of said County without assigning the same & that this suit is now brought for the use of said Whiteside. Your Orator states that the said George Henry Nicol left the following heirs at Law to wit: Dorothea Nicol his widow, & Henry Nicol, Lewis Nicol, Martin Nicol & Catharine Nicol his children. Your Orator states that all of the said children of said decedent & also the said widow reside in St Clair County aforesaid & that the said Henry Nicol is the Administrator of the Estate of said dec^d father. Wherefore in consideration of the premises and as your Orator can only have adequate relief in a court of Equity where matters of this kind are properly cognizable & relievable, Your Orator prays that summons may issue against the said Dorothea Nicol Henry Nicol Admr. & heir Lewis Nicol, Martin Nicol & Catharine Nicol (the last two of whom are minors & for whom your Orator asks the Appointment of a guardian ad litem) all of whom are made defts. to this Bill of Complaint requiring them to be and appear at the next term of said Court & full true & perfect answer make to all

and singular the allegations herein contained & that upon a hearing of this Cause your Honor would ascertain the amount due & unpaid upon said Bond & Mortgage & under a decree requiring the defts to pay the amount so found to be due & owing thereon by an early day & that if default be made therein that the said lands be sold by the Master in Chy or some special Comr to be appointed by the Court for that purpose & the monies accruing from such sale to be applied to the extinguishment of the amt so found due & owing. And Your Orator prays for such other & further relief as the Nature of his case requires & as in duty bound he will ever pray &c.

Jonathan S. Hill (who sues for the use of Samuel B Whiteside) Compltt. By Baker & Leach his Solrs.

Copy of $1500,00 notes above referred to

$1500

Five months after date I promise to pay to Jonathan S. Hill or bearer the sum of Fifteen hundred dollars for value received of him as witness my hand and seal this 4th day of May A.D. 1855.

George Jennings Nicol (Seal)

[$1400] Eight months after date I promise to pay to Jonathan S Hill or bearer the sum of Sixteen hundred dollars for value received of him as witness my hand and seal this 4th day of May A.D. 1855

George Jennings Nicol (Seal)

On which is the following endorsements to wit: Jan 12th Jan[illegible] Bryant[illegible] if Jonathan S Hill is in fund not Dollar by[illegible] in the within note

"Exhibit B"

[illegible]

Copy of Mortgage

This deed, made and entered into this fourth day of May A.D. Eighteen Hundred and Fifty five between George Henry Nicol of the County of St Clair and State of Illinois, of the first part, and Jonathan S. Hill of the County of St Clair and State of Illinois, of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of Three thousand and one hundred dollars, the receipt of which is hereby acknowledged, have granted bargained and sold, and by these presents do grant Bargain and sell, convey and confirm unto the said party of the second part his heirs and assigns, forever all them certain lots tracts or parcels of land, lying and being in the County of St Clair and State of Illinois, and described as follows Towit: the North East quarter of Section twenty Nine (29) in Township One South of Range Six (6) West containing One hundred and Sixty acres and also the South East quarter of the South East quarter of section twenty nine (29) in township One South of Range Six (6) West forty acres. Containing in all two hundred acres.

To have and to Hold the said Lots Tracts or parcels of Land, together with all the privileges and appurtenances thereunto belonging

unto the said party of the second part, and to their heirs and assigns forever.

And the said party of the first part by these presents expressly waive and relinquish all benefit of an act entitled: "An act to exempt Homesteads from sale on execution", approved February 11, 1851.

Provided, However, that if the said party of the first part shall well and truly pay or cause to be paid to the said party of the second part his heirs or assigns the just and full sum of Three thousand and one hundred dollars according to the tenor and effect of two certain promissory notes of even date herewith given by the said George Henry Nicol and payable one in five months the other in Eight months from date; then this Deed and also said Notes to be null and void, otherwise to remain in full force and effect. In testimony whereof, the said party of the first part hereunto set his name and seal the day and year first above written. George Henry Nicol (Seal)

State of Illinois }
St. Clair County } Set.

I James H. Knight one of the justices of the peace within and for the said County

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of St. Clair and State of Illinois, hereby certify that George Henry Nicol whose name is signed to the foregoing instrument of writing as having executed the same is personally known to be the real person who executed the same, and that he appeared before and acknowledged the said instrument to be his act and deed for the purposes therein mentioned In Testimony whereof, I have hereunto signed my name this fourth day of May A. D. one thousand eight hundred and fifty five

James H Knight (seal)
Justice of the peace

And on the same day the following summon was issued to wit:

State of Illinois
County of St. Clair } Set.

The people of the State of Illinois
To the Sheriff of St. Clair County-Greeting:
We command you to summon, Dorothea Nicol widow and Henry Nicol Adm. Louis Nicol Martin Nicol and Catharine Nicol, if they can be found in your County, to be and appear in the St. Clair Circuit Court on the first day of the next term thereof, to be holden at the Court House in the City of Belleville, in said county, on the 3d Monday of April Inst. , then and there in said Court in Chancery sitting to answer the Bill of

Complaint exhibited against them by Jonathan S Hill for the use of Samuel B. Whiteside to foreclose Mortgage. And not fail under what the law directs. And this writ you shall have at our said Court with your return endorsed thereon

Witness, William S. Thomas Clerk of the said Circuit Court and the seal thereof affixed at office this ninth day of April A. D. One thousand Eight hundred and fifty-seven

{L. S.} Wm S. Thomas Clk

To which summon the following return is endorsed to wit.

I. G. C. Hart Shff. of St. Clair County Illinois do hereby deputise B. M. Nelson to serve the within Summons April 9th 1857

G. C. Hart Shff St. C. C.

Also endorsed as follows to wit:

Served by reading to and delivering a true Copy of the within summon to Henry Nicol within named and delivering to him for each of the other named defendants viz. Dorothea Nicol, Lewis Nicol and Martin Nicol a true copy of said summons at their usual place and abode informing the said Henry Nicol of the contents thereof and he being a white person of the family above the age of ten years on the 10th day of April 1857

G. C. Hart Shff. St. C. C.
by
B. M. Nelson deputy.

And afterwards the following answer to said Bill was filed to wit:

Jonathan P. Hall, use
of S. B. Whiteside
vs
Henry Nicol & others

Bill to foreclose

The answer of Henry Nicol

This respondent reserving unto himself all exceptions to the many and manifest errors, irregularities insufficiencies and imperfections apparent in Complainants' bill, in answer thereto or to so much thereof as he is advised to be material for him to answer unto, says: that true it is, that his father George Henry Nicol in his lifetime, since deceased, purchased of the said Hall a quantity of land lying and situated in the said County of St. Clair, containing in all 200 acres correctly described in said bill of Complaint, this deponent admits, that part only of the purchase money was paid cash, and that the balance was secured to be paid as stated in said bill. This respondent admits, that a credit of four hundred dollars, for so much money paid on it, has been endorsed on the bond for $1600 and that the bond for $1500 is fully paid and discharged. ~~he den~~

This respondent admits, it to be true, that the said George Henry Nicol departed this life since the execution of the said bonds and mortgage

and that this respondent is one of his heirs at law and administrator of the said deceased, and that the other defendants are his widow and heirs at law

This respondent admits notice of the transfer of the said bonds and mortgage by said Hill to the said Whiteside and alleges, that since the said transfer and after the said note had become due and before the filing of said Bill of Complaint this respondent had a mutual understanding with said Whiteside by which this respondent agreed and promised to pay to said Whiteside interest on the amount of $1200 yet due and unpaid on the said $1600 bond, at the rate of ten per Cent per annum; and the said Whiteside in consideration thereof promised and agreed to forbear and give time to this respondent for the payment thereof untill fall, that is to say until the first day of October next and that this understanding and agreement is still in force; and this respondent further answering says, in making the said agreement with the said Whiteside he acted as well in the name & on behalf and at the instance and request of the other adult Defendants to the said Bill as on behalf of himself

And this respondent having fully answered moves the Court to be discharged with his proper costs

Henry Nicol

Kleiner and Engelmann

for Deft. Nicol

Sworn to, this twenty eight day of April A. D. One thousand eight hundred and fifty seven before me

P. Th. Trantwein

(L. S.)

Notary Public

And the following exceptions to said answer were filed to wit:

Hill for Whiteside
vs
Nichol } Complainants in said cause except to the answer of said deft. and assigns for cause of exception that the understanding & agreement set up by said defendant as is stated in said answer is not sufficient in law, to operate as a stay or interruption of said cause but that said agreement if any such existed is void in law

T. Baker
for Com.

And afterward to wit: at the April Term A D 1857 of said Court the following proceedings were had to wit:

Jonathan S Hill for the use of
Samuel B Whiteside
vs
Dorothea Nicol widow
Henry Nicol Louis Nicol
Martin Nicol Catharine Nicol

} Bill to foreclose Mortgage

On the first Tuesday comes Henry Nicol one of the Defendants by Koerner & Engelmann his attorneys and files his motion to continue this cause to the next term for want of service on some of the Defendants: Also comes the Complainant by his Solicitor and enters his Cross motion for leave to the Sheriff to amend the return of Service endorsed on the Subpoena; And the Court overrules the motion to continue and allows the Cross motion to amend and the amendment is made accordingly instanter
On the first Wednesday on motion of Complainant a rule is granted by the Court on the Defendants to answer the said Bill by next Saturday morning nine O'clock And on the first Saturday on motion of Henry Nicol one of the Defendants the time to answer is extended until the Second Wednesday of the term On the Second Monday the said Defendant Henry Nicol files his answer under oath in words and figures following &c And on the Second Tuesday the Complainant moves the Court for leave to amend his said Bill and leave being granted the amendment is made by correcting the discription of one of the

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tracts of land therein described and by dismissing the Claim of $21.00 Charged as remaining due and unpaid on the fifteen hundred dollar note mentioned in said Bill; And on motion of the Complainant the Defendants are ruled to answer the amended Bill by Wednesday at 2 O'Clock P.M
And the said Henry Nicol amends his answer within the rule by erasing those parts of his answer which were responsive to the misdiscription of the land and to the Claim for $21.00 as set out and Charged in the original Bill
On the second Thursday on motion of the Complainant R F Wingate Esq is by the Court appointed guardian ad litem to the minor Defendants and the said guardian files an answer on behalf of said minors in words following &c The Complainant files his exceptions to the said Henry Nicols answer to the amended bill in words &c; and the exceptions are argued and are sustained by the Court And on motion leave is given to said Henry to amend his answer which he doth instanter by adding at the Conclusion the words "And this respondent further answering says that in making the said agreement with the said Whiteside he acted as well in the name and on the behalf and at the instance and request of the other adult Defendants to the said Bill as on behalf of himself
The Complainant thereupon again files his exceptions to said answer as amended And on the third Wednesday

the exceptions are argued and are sustained by the Court and this Cause is set for hearing on the third Friday of the term

On the third Friday the said Defendant having failed further to amend his said answer the said Bill is taken as confessed against all the said Defendants and is refered with the exhibits thereto to William S Thomas Esq as Special Master in Chancery to compute the amount due thereon

On the same day the Special Master reports that he has made a computation and that there is due and unpaid upon the Mortgage in the said Bill refered to on principal and interest the sum of $1297 $\frac{49}{100}$ and the Defendant Henry Nicol files his exceptions to said Master's report in words following &c these exceptions however are overruled by the Court and the report of the Master is approved

It is therefore ordered adjudged and decreed by the Court that the said Defendants pay within thirty days to the said Complainant the said sum of $1297 $\frac{49}{100}$ together with the costs of this suit and that in default thereof they be forever bared and foreclosed of all right title interest and estate of in and to the said Mortgaged premises to wit: The North East quarter of Section twentynine (29) in Township One South of Range Six (6) West containing one hundred and sixty acres; And also the South East quarter of the South East quarter of Section twenty nine (29) in Township One South of Range Six West

forty acres containing in all twohundred acres; and that the said premises be sold by the Master in Chancery at public auction to the highest bidder for ready money at the door of the Court house in the City of Belleville; public notice of the time place and terms of sale together with a description of the premises to be sold having first been given by publication in some newspaper printed in the County of St Clair for four weeks successively previous to the sale; and after the sale upon receipt of the purchase money the Master to pay first the costs and charges attending the sale and those of this suit and then to the said Complainant the said sum of $1297 $\frac{49}{100}$ and the interest thereon at the rate of six per cent per annum and the overplus if any to the said Defendants; and also to make execute and deliver to the purchaser or purchasers at the sale a Certificate in writing describing the premises purchased and the sum paid therefor and the time when such purchaser or purchasers will be entitled to a deed for the premises unles the same be redeemed according to law; and to file a duplicate of said certificate in the office of the Recorder of this County within ten days after the sale; and if the said premises shall not be redeemed within fifteen months after the sale the Master shall make execute and deliver to the legal holder of said certif-icate a good and sufficient deed for the premises

thereby conveying to and vesting in the grantee named in said deed all the right title interest and estate of the said Defendants in the said premises Ordered that the Master report to the Court his proceedings under this decree and that this cause be continued

And now on motion of the Deft an appeal is allowed to him on his filing a bond within thirty days with security to be approved by the Clerk

And on the 25th day of May 1857 the following Appeal bond is filed to wit:

"Know all men by these presents that we Henry Nicol George Glanig & Theodore Engelmann are held and firmly bound unto Jonathan S Hill for the use of Samuel B Whiteside in the sum of Twenty six hundred dollars well and truly to be paid by ourselves our heirs executors or administrators Witness our names and seals this 25th day of May AD 1857.

The condition of this obligation is such that whereas in the Circuit Court within & for the County of St Clair and State of Illinois at the April term thereof AD 1857. in a certain cause then pending in said Court in Chancery between Jonathan S Hill Sueing for the use of Saml B Whiteside Complainant and Dorothea Nicol, Henry Nicol, Louis Nicol, Martin Nicol and Catharine Nicol Defts the said

Complainant obtained a decree against the said Defendants for $1297.49 & costs of suit from which decree said Defts took an appeal to the Supreme Court Now if the said Defendants shall duly prosecute the said appeal and shall well & truly pay the decree appealed from together with costs interest & damages in case the said decree shall be affirmed then this obligation shall be null and void in default thereof in full force & effect

Approved by me
May 25. 1857.
Wm S Thomas Clk

Henry Nicol Seal
Theod Engelmann Seal
Georg Glanig Seal

State of Illinois
St Clair County } I the undersigned Clerk of the Circuit Court in and for said County of St Clair hereby Certify the foregoing to be a true and Correct Copy of the Bill the Mortgage the Summons together with the endorsements thereon the answer the exceptions to answer the proceedings and decree of the Court and the appeal bond as the same are of record and on file in my office

Witness my name and the Seal of said Court hereto affixed at office this 6th day of November 1858

Wm S Thomas Clk

Dorothea Nicol et al.
vs
Jonathan S. Hill who sues for the use of Samuel B Whiteside

Bill to foreclose Mortgage.

April Term of the Circuit Court of St Clair County Illinois A.D. 1857.

The Answer of Martin Nicol and Catharine Nicol minor defendants in the above styled cause by R. F. Wingate their guardian ad litem appointed by order of this Honorable Court.

This respondent as such guardian ad litem for the said Martin and Catharine Nicol for answer to the said Complts bill says, that he adopts the Answer of the other defendants herein as filed in said cause and says that as he is informed the said Answer and the matters and things as therein stated and alledged are true and he prays that the said Answer may be taken and considered as his answer for the said Minors to the said Complts bill herein filed and believing that this is a sufficient answer to said Complts bill prays to be hence dismissed with his proper costs & charges in this behalf most unjustly expended & he will ever pray as in duty bound &c. R. F. Wingate.

Jonathan S. Hill for the use of Samuel B. Whiteside
vs
Dorothea Nicol et al.

Bill to foreclose Mortgage

The Undersigned appointed by the Court as special master to compute the amount due on said Mortgage finds upon computation as follows viz:

One Note for $1600.00 due Jany 4th 1856	$1600.00
Int to 12 Jany 1856	2.13
	1602 13
~~Jany 12th 1856 Payment~~	
Jany 12 1856 Payment — of	400.00
	1202 13
Int from 12th Jany 1856 to 8 May 1857 on $1202.13	95.36
	$1297 49

All of which is Respectfully submitted May 8th 1857
Wm L. Thomas, Special Master

Hill for Whiteside
vs
Nichol

And the said Complainant excepts to the last amendment of the answer in said cause and says it is not sufficient
J. Baker
for Com

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Bill for the use of S. B. Whiteside
vs
Henry Nicol & others
} In Chancery.

The said defendant - Henry Nicol excepts to the Report of assessment for the reason, that interest is allowed on the debt secured by said Mortgage after maturity, while the Mortgage doth not call for interest and the Complainant doth not in his Bill claim interest.

Koerner & Engelman
for Nicol.

State of Illinois } I the undersigned Clerk of the Circuit Court of said County of
St Clair County } St Clair hereby Certify the foregoing to be a true Copy of the answer of the guardian ad litem of the last filed exceptions of Compt to Deft's amended answer the Computation of Special Master and of the exceptions to said Computation as the same are on file my office

Given under my hand & the Seal of said Court hereto affixed at office this 6th day of Nov: 1858

Wm S Thomas Clk

Jonathan Stell for use
Saml B. Whiteside
vs
Dorothea Nicol et al

Copy

Filed Nov. 11. 1858.
A. Schreiner Clk

16 Apr. 58. Paid $5.00

Discharged with 5 per cent
Damages for delay —
See Record 13th Vol. 66
" Judgment Book " 360

Dorothy Nicol
et. al.
vs
Jonathan Hill
for use of
Samuel B Whiteside

Appeal from St-Clair

And now this day comes the said Appellee by T. Lucas his solr. and moves the Court for a dismissal of said Appeal and for an assessment of damages under the Statute; for the reason that an authenticated copy of the record of the decree appealed from was not filed, or lodged in the office of the clerk of this Court within the time required by law.

T. Lucas Solr.
for Appellee

[8582-11]

Dorothy Sick
et. al.
vs
Jonathan S. Hill
for use of
Samuel B. Whitaker

Motion for
Remittal of
Appeal ~~to~~ from
Assessment of
Damages

Filed Nov. 17. 1859.
A. Johnston Clk

Jonathan S. Hill for the use
of Samuel B. Whiteside
vs
Henry Nicol et. al.

In this Case the Bond was filed & the Record should have been taken up at the last Term of the S. Court & filed by the 3rd day of the Term.

The Defts having failed to do so Under the following authorities we are entitled to have the appeal dismissed & be allowed 5 to ten per cent damages which you will please have done

See Rev. Stat. '45 Page 421 Sec. 57.

& 11th Ill. Rep. P. 487.

Also Beebe vs Boyer. 1 Breese App. 20
Rogers vs Tilford. Breese App 21
Officers 4 Gil. R. 141
Vance vs Schuyler et. al. 4th Scam. R 286
Foinik vs Phelps 4th Scam. " 581

The doctrine in these cases is that the Record must be filed within the first three days of the term, or leave given within these days for further time to file.

And for failure to file or obtain such leave within three days as aforesaid it is imperative on the S. Court on Motion of appellee to dismiss the appeal & allow not less than 5 per cent Damages, & may allow ten as in this case they ought to do. As this is a case where the appeal was prayed simply for delay we insist upon our legal rights

(over)

J. Lusk & J. Baker for appellee

[0582-13]

If you should fail in the above you may make motion to dismiss be cause Bond was not approved by the Court as the law requires but by the clerk The Court however can not fail to dismiss for the reasons first assigned

Quick & Baker Atty
for Appellee.

14 ~~57~~

1279-119
63.97.45

Jonathan S. Hill for
the use of
Samuel B. Whiteside
vs
Dorothea Nicol et al.

Record & motion
to dismiss

Filed Nov. 11. 1858.
S. Johnston Clk

Central Grove Ills.
Feb. 10th 1860.

A. Johnson Esq.

Dear Sir

Your favor of the 2nd inst is before me. You will please issue the Proceeds in the case of Nicol as Trustee for use of Whiteside to include the 5 pr ct. damages abandoning the price of the record if necessary. As that is a question of costs, it seems to me it might stand over & let the Proceeds include the other costs & interest & the 5 pr ct damages.

At all events issue so that Whiteside may get his 5 pr. ct. & judgment & interest. Yours Truly

Thomas Quick

[8582-14]

Ex. issued 13. July 60

Dorothea Nicol
Martin Nicol
Catharine Nicol
Henry Nicol
vs
Jonathan Hill
for use of
Samuel B Whitsides

} Appellants

} Appeal from St Clair

} Appellee

The Clerk of Supreme Court for 1st Grand Division will please file the enclosed record and docket the above suit

Oblig

Underwoods
Attys for appellees.

[8582-15]

14 ~~19~~

Neal et al

vs

Hill et al

Praecipe

Filed Nov. 11. 1858.

A. Johnston Clk

No 14

1859.

Dorothy Nicol et al
vs
Hill for use of
Whiteside

Appeal from St Clair -

8582

Dismissed with 5 per cent for
Delay -

See Record Book "B" Page 66 -
" Fee - Book " 360

Proceedings received 15 Dec, 59 -
Neither Ex. for Damages & costs -
Leave Motions pending as to
Costs of Record - over

July 13, 1860 - Mr Smith
Orders process for damages
& costs - Leaving out the
Cost of Circuit Court
Record - which - an
Execution is this day
issued to Jeff St Clair -

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