

No. 3015

Supreme Court of Illinois

B.Mathison

vs.

Thomas ~~Rickey~~ Richey

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Pleas held before the Hon. William A. Scamming
Judge of the third Judicial Circuit in the
State of Illinois, of which the County of Massac
composes a part.

On the 10th of March was filed in the Circuit
Court Clerk's Office in and for Massac County
in the State of Illinois. The Cost Bond in
the words and figures following To Wit

Brookholt Mathison } Circuit Court of Massac
 } County June Term 1852
Thomas Richey } a claim of covenant, to
 } damage of plaintiff in
 } the sum of one thousand
 } Dollars

I hereby enter myself security for costs in this
cause, and acknowledge myself bound to
pay ~~as and to be paid~~ all costs which shall
accrue to the opposite party, or any of the
Officers of the Court, in pursuance of the
Laws of this State. date & this 4th day of March 1852

Winslow Fletcher Trial

Declaration of the Term of
 Massac County in the ~~Massac~~ Circuit
 Court of Massac County
 A.D. 1852 Ill

Thomas Richey late of said County, yeoman
 was summoned to answer Mrs. Abigail Math-
 erson of a Breach of Covenant &c. and there
 upon the said Plaintiff by J. Jack his attorney
 complains: for that whereas heretofore to wit
 on the first day of March A.D. 1851 at the
 County of Massac aforesaid, by a certain in-
 denture then and there made between the
 said plaintiff by his agent George L. Stophlet
 of the one part, and the said Thomas Richey
 of the other part, under hand and seal of the
 respective parties as aforesaid, which Indenture
 here brings into Court, the date whereof is
 the day and year aforesaid, by which Indenture
 the said plaintiff, as aforesaid did demise &
 lease & to farm and other uses let the following
 described lands & tenements from the
 1st day of March 1851 to the first day of March
 1852 being for the Term of one year - to wit -
 all the open and improved or former land
 in and upon the tract or tracts of land

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Kraron as the Hillerman property and
situate in the county of Massac and State
of Illinois together with all and singular
the improvements. Houses buildings and
Instruments in the Town of Hillerman
with the appurtenances thereto belonging
except the right of ~~cutting~~ cutting
timber and hauling the same away
which by the terms of said lease was re-
served to said plff. he the said defendant
yielding and paying the sum of one
hundred Dollars rental for the said Term
to be paid as follows to wit fifteen dollars
on the first Day of May 1851 and the sum
of Eighty five dollars on the first Day of
March 1852 making the annual Rack
Rent of one hundred dollars for the
said dismissed Term - and he the
said Defendant and the said Thomas
Rickey thereby for his heirs Executors and
administrators and assigns. Covenant from
in and to & with the said plff his heirs
Executors administrators and assigns
that he the said Thomas Rickey his heirs

and Alligero should and would well and truly pay or cause to be paid to the said plaintiff his heirs and assigns the said Rental for the term as aforesaid and also that he said Richey would neither do nor suffer to be done any work or destruction of the demised premises during said term, but that he said Defendant would deliver or cause to be delivered up to plaintiff his agent or assigns, at the expiration of the term aforesaid, the demised premises in like good order and condition as was the same at the time he said Defendant entered into possession thereof under and by virtue of said Indenture, as by the said Indenture reference being thereunto had. (amongst other things) the same well more fully appear and at large appear. By virtue of which deed the said Thomas Richey did after the date thereof, as aforesaid enter into and upon the demised premises to wit on the second day of March A.D. 1852, and become and was possessed of the said premises for and during the term as aforesaid heretofore.

And although the said plff. hath always from
 the time of making the said Indenture hitherto
 to well and truly performed, fulfilled and
 kept all the covenants in said Indenture on
 his part, to be done performed and fulfilled
 according to the tenor and Effect of & true
 meaning of said Indenture to wit at the
 County aforesaid. Yet protesting that the
 said Thomas Richey hath performed kept
 and fulfilled the covenants and uncer-
 takings on his part, and behalf to be kept
 & fulfilled in said Indenture, according
 to the Tenor & Effect and true meaning
 thereof, the said Plff. saith that after the
 King of said Indenture & during the
 term therein granted, the said deft in
 violation of his Express Covenants in
 said Indenture, did cut down and
 destroy, & suffer to be cut down and
 destroyed fifty large timber trees on
 said premises of the Value of thirty dollars
 contrary to said Covenants in said Inden-
 ture contained, and destroyed and
 suffered to be destroyed after the making
 the Indenture a large quantity of fencing
 see

and Rails To wit five thousand Rails,
of the value of fifty dollars. and p[er] further
saith that said Deft. did not at the Ex-
piration of the demised Term as of a-
said deliver up the premises in like
good order and condition as when
said Deft. rec'd the same under said
lease, nor has he said Deft. yielded
up the possession of the premises at the
End of said Term in any condition
or manner but still continues to
hold and occupy the same. The p[er] further
saith that said Deft. has not
taken care of the tenements and pre-
mises lease according to his covenants
but on the contrary has committed
or suffered great Waste to be committed
on the premises since the making of said
Indenture and before the End of the time
to wit. said Deft. has burned down one
Ware house of the value of three hundred
Dollars one Stone Range of the value of
Two hundred Dollars, four dwelling

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Hundred of the Value of four hundred
Dollars. The Plaintiff avers that said Leff
has not been careful of any part of the
Demised premises, but one general system
of Destruction and Waste has marked
his whole time since he Leff Unit
at aforesaid into possession under said
Indenture of the demised premises
and that said premises are in conse-
quence of said Waste and Destruction
greatly damaged and reduced in Val-
ue. He further avers that Leff has not
kept his Covenants in regard to the
payments of the Rent of Unit of Eighty
five Dollars, due by Terms of Indenture
at aforesaid on the first Day of March
1852, but the same remains unpaid and
undischarged, by said Leff his Cov-
enants in said Indenture contained
by him in that behalf made at aforesaid
to Unit at the County of said. And
so the Plaintiff in fact, saith that
the said Thomas Riskey although often
Requested so to do hath not kept
the said Covenants so by him made

But hath broken the same and to
keep the same with the said plaintiff
hath hitherto wholy neglected and
refused to the payment of the said
Plaintiff in the sum of one thousand
and no hundred & therefor he bring suit
in

L. Laek atty for you

John Lee & Rich: Rice Esqy 4th March 1812

[Signature]

Copy of the summons in this cause

State of Illinois }
Massac County } Set

The People of the

State of Illinois to the Sheriff of said
County Greeting: We command you
that you summon Thomas Richey
if he shall be found in your County
that he do and appear before the Circuit
Court ~~Court~~ for said County on
the first day of the next Term thereof
to be holden at the Court House in
Metropolis city on the first Monday
in the month of June next

then and there to answer Prull's plea
Mortgage of a plea of Covenant to
his damage \$1000. (one thousand
Dollars, at he saith, and have you
then and there this writ with an
attachment thereon as to the manner
you execute the same

[Handwritten initials]

Witness I am D. Hicks
Clerk of said Court &
the Judicial Seal thereof
this 10th of March 1852

Jos. D. Hicks clk

Sheriff's Return on Summons

As I am Commanded I have by
Reading the within to Thomas Richey
on the 12th of March 1852

Service	—	50
Miles boat	50	50
Return		10
		<hr/>
		\$1.10

Wm. O. Burrows Sheriff

Copy of the Instrument filed in this cause and
 referred to in Plaintiffs Declaration, filed Oct
 13th 1852. To wit

This Instrument made, entered into and agreed
 upon this the first day of March AD 1851 by
 & between Lorenzo Low Stopplest Agent and
 Attorney to and for Brockholst Mathison
 party of the first part, and Thomas Richey
 of the County of Massac and State of Illinois
 party of the second part Witnesseth that
 the said party of the first part, as well
 in consideration of the sum of one dollar
 to him in hand paid at and before
 the executing & delivery of these presents by
 the said party of the second part, as of the
 Rents covenants and agreements herein
 after recited and contained on the part &
 behalf of the said party of the second part
 his Executors Administrators and assigns
 to be paid kept and performed, both
 devised granted lease and let & by
 these presents doth devise grant lease &
 let All and singular the following de-
 scribed tract or tracts of land situate ly-
 ing and being in the County and State

aforesaid To wit All the open and im-
 proved or farm land in or upon the tract
 of land known and designated as the
 Hillman Property, together with all and
 singular the Houses and buildings sit-
 uate lying and being within the Town of
 Hillman or on the above describe tract
 of land, Contiguous to and surrounding
 said Town of Hillman together with all
 and singular the appurtenances to the same
 belonging Except the timber trees that now
 grow & be or may hereafter grow and be up-
 on the said Dennis premises together
 with free liberty of ingress egress & Regress
 to the said party of the first part, his
 agents heirs & Assigns to cut and cor-
 ry away the same. To have and to hold
 the same all and singular the ^{said} premises
 above mentioned together with the ap-
 purtenances, Except the timber trees
 as above Excepted, unto the said party
 of the Second part, his Executors, admin-
 istrators & Assigns, from the day of the
 date hereof, for and during the term of

one year thence and immediately next
 ensuing, fully & completely to End's
 yielding and paying therefor the an-
 nual Rack Rent of one hundred Dollars
 in the manner, or manners, way or ways
 and form or forms, and at one or about
 before the time or times herein after
 specified & set forth, to wit, the sum
 of fifteen Dollars to be paid at one or before
 the first day of May AD 1851, and the sum
 of Eighty five Dollars to be paid at one
 or before the first day of March AD 1852
 making the aggregate ~~sum~~ annual
 Rack Rent of one hundred Dollars to
 be paid in manner aforesaid to the
 said party of the first part his Executors
 Administrators and assigns, and the
 said party of the second part for him-
 self his Executors Administrators and
 Assigns doth Covenant to and with
 the said party of the first part his
 heirs and Assigns in manner fol-
 lowing, that is to say that he the said

party of the second part, his Executors
 & administrators and assignes shall well
 and truly pay or cause to be paid
 unto the said party of the first part, his
 heirs and Assignes the annual Rack
 Rent reserved at the time or times, the
 manner or manners, way or ways form
 or forms above specified and set forth
 & also that he the said party of the second
 part his Executors Administrators &
 Assignes shall not nor shall not during
 the term by these presents, Granted, do
 prevent or suffer any waste or destruction
 about the premises but shall take care
 and deliver the same to the said party
 of the first part his heirs and Assignes
 at the Expiration of said devised term
 in like good order and well condition
 as he received the same and the said
 party of the first part, his heirs and as-
 signes doth consent to & with the said
 party of the second part his Executors
 Administrators and Assignes shall have
 full and free enjoyment without let
 interruption or hindrance of the

above described premises with the ap-
 purtenances Except as above Excepted during
 the above described term against the claim
 or claims of any person or persons under
 the said party of the first part his heirs
 & Assigns In Witness Whereof the parties
 to these presents have hereunto set their
 hands and affixed their seals the day
 and year first above written

Thomas Richey *Seal*
 J. D. Stophlet *Seal*

And be it further remembered that
 at a circuit Court began and held at
 the Court House in Metropolis City in
 and for the County of Madison and State
 of Illinois, on the second Monday (11th
 day) of October A.D. 1852, in pursuance
 of law the Hon^{ble} W. A. Lawrence pre-
 siding, the following was duly
 entered of record as among the Ju-
 dicial proceedings of said Court
 To wit

Orckholt Mathison }
 Thomas Richey } Coverture

On affidavit of the plaintiff in this
 suit is continued until the next Term
 of this Court at his Costs. It is therefore
 considered by the Court that the Plaintiff
 Recover against the plff his Costs by him
 in this behalf Expended & cause continued
 Copy of Summons in this Cause
 To wit

Thomas Richey } of the Supreme Law
 Ats } of the Massachusetts
 Bro. K holdt Matheson } Circuit Court 1852

And the said defendant
 carries by his attorney and defends the
 wrong and injury done &c and a Copy
 Copy of the said supposed Declaration
 and it is Read to him &c here in Court
 and says that the said Declaration in
 and the matters therein contained in
 manner and form as the same
 are above stated and set forth are
 not sufficient in law for the said
 plaintiff to have or maintain his
 aforesaid Action thereof against

the said defendant and he the said
defendant is not bound by law
to answer the same. and this he is
ready to verify wherefore he prays
Judgment &c

Perish Allen & Logan
atty pro Deft

and the said defendant shows to
the Court the following Causes of
Defiance

- 1st Because the declaration is not en-
titled of any Term.
- 2 The amount of Debt is not correctly
set forth in said declaration
- 3rd The plaintiff is not entitled to sue
upon the Instrument in Covenant

And at a circuit Court Court
begun and held at the Court
house in Metropolis City, in and for
the County of Middlesex on the
first Monday (6th Day) of June 1853
in pursuance of law, the Hon.
William A. Garrison presiding the
following order was duly entered

of Record as among the Judicial proceedings of said Court. To wit
 Brockhelt Mathison

as } Government
 Thomas Richey } Judgment on
 Defendant

Tuesday June 7th 1853

And now on this day upon
 the calling of this Cause it is Ordered by
 the Court that the Defendant be ruled
 to plead by 2 O'clock of this day

And afterwards To wit on the fifth
 day of the last mentioned Term of the
 said Circuit Court, it being the 10th
 day of June A.D. 1853 the following
 Order was duly Entered of Record
 among the Judicial proceedings of
 said Court To wit

Brockhelt Mathison }
 as } Government
 Thomas Richey } Judgment on
 Defendant

The Defendant to the Declaration
 herein was, by the Court sustained

It is therefore considered by the Court
that the Defendant Recover against the
plaintiff his Costs by him in this behalf
Expended, on Demand

State of Illinois }
Mapas County } SA

I, James Elliott Clerk of the
Circuit Court in and for the County of
Mapas & State of Illinois do hereby Certify
that the 18 foregoing pages, written,
contain a full and complete man-
script of the Record and proceedings
in the action on Covenant lately
decided in said Court wherein
Baro Abelist Mathison was plaintiff
and Thomas Richey was Defendant
as fully and completely as the same
appears of Record and on file as of Record
in my said Office

In Witness Whereof I have to
set my hand and the seal
of said Circuit Court this
13th Day of August A.D. 1853
James Elliott Clerk

B. Maffin

J. P. Smith

Mathews

By

Beckey

3015

B Mathewson
of
J. Richey }
}

Affidavit of
non residence
of Richey Dept.