Friday, November the 8th 1872

Present

The Hon. Geo. Palmer, Judge

John St. Hartley
against
E. B. Magee, Dolly Neale, John J. Kinder, Surviving Partner of Kinder & Magee, E. B. Magee, Joseph H. Barton and James Pardee

Plaintiff

In Chancery

Defendants

This cause came on this day to be heard upon the Bill taken for Confessed as to the Defendants E. B. Magee, Dolly Neale, J. St. Barton & J. J. Kinder, Bailee, in whom proof has been duly sworn and they, being called, failing to appear, answer or demur, the answer of J. J. Pardee, with general exceptions thereto, the testimony filed with the bill and answer, the examinations of witnesses and was argued by Counsel, on consideration thereof, the Court is of opinion that the Plaintiff John St. Hartley is entitled to a specific execution of the Contract made with him by the said E. B. Magee & Dolly Neale mentioned and set forth in the proceedings bearing date on the 8th day of January 1871; The Court is of the further opinion that the Defendant J. J. Kinder was a purchaser of the land of Neale for two hundred acres, on the proceedings mentioned with notice of the previous purchase thereof by the said Plaintiff, and the Court is of the further opinion that the number of the four forty, four hundred acres Conveyed by the Deed of E. B. Magee and Dolly Neale to E. B. Magee and entered by J. J. Kinder bearing date the 24th day of February 1868, and mentioned in the proceedings, in lieu of, seems to the said J. St. Hartley the payment of the debt in the Bill E. B. Magee mentioned, is more than sufficient to pay and satisfy the said debt, and it appearing to the Court that the Plaintiff paid to E. B. Magee and Dolly Neale on the 4th day of January 1871, on the date of purchase, three hundred dollars, which left still due on the said purchase, the sum of three hundred and forty five dollars.

And it further appearing that the said Plaintiff has been deprived of the benefit of the information of the said Land by the entry and purchase of the said J. J. Pardee to said Land, the Court doth adjudge, Order and decree, that the Defendant J. J. Pardee, do execute with general warranty, to the said Plaintiff John St. Hartley, a Deed conveying the said Tract of four hundred acres of land, upon the said John St. Hartley paying to the said J. J. Pardee, the said Three Hundred & forty five dollars, and the said John St. Hartley to the said J. J. Pardee, the sum of three hundred & forty five dollars, with the interest thereon at the rate of six per cent per annum from the 4th day of January 1871, until the day of the delivery of the said deed, to be secured by the said J. J. Pardee to the said Plaintiff, and that the said J. J. Pardee pay the expense of the drawing and executing the said deed. The Court doth further adjudge, order and decree, that J. J. Pardee deliver the immediate possession of the said tract of land, free of all claims of the Plaintiff.

And the Court doth further decree, that the Plaintiff recover of the Defendants E. B. Magee and Dolly Neale, his Costs in this suit in the behalf expended.