

thrown to Harvey Wilton as stated in his deposition herein to secure  
notes amounting to over \$4000 In December 1868 William G. Conkling  
obtained a decree of the Sangamon Circuit Court in Illinois in an action  
against said Taylor, Mr. Humphreys representatives & others for a sale of  
said land to pay \$2657<sup>24</sup> of this mortgage debt and interest besides  
costs. And in November 1869 a Decree ~~was~~ in the same court  
for the foreclosure of the same Mortgage Harvey Wilton for the use of  
William A. Allen obtained judgment of said Court for a sale of said  
land to pay \$1725<sup>00</sup> more of said Mortgage debt on the same land  
besides costs. These defendants being then in possession of said farm  
in order to prevent sales and a sacrifice thereof under said decree  
and judgment and to prevent it from becoming a judgment to be adjudged  
to belong to proceed their friend Dr. John W. Scott to pay to the respective  
creditors the amounts of said decree and judgment and obtain transfers  
thereof Accordingly on or about the 25<sup>th</sup> of January 1869 he paid Conkling  
\$2865<sup>00</sup> the amount of said decree including interest and costs and  
on about the 31<sup>st</sup> of December 1869 he paid Allen \$1640<sup>00</sup> the  
amount of his judgment including interest and costs and caused  
them both to be duly assigned to him and the transfers to be duly  
filed and entered in the Clerk's office of said Court as will appear  
from the clerk's Certificate thereof filed herewith as part of this pleading.  
Said decree and judgment constitute liens on said land and are  
held by said.



Woodford Circuit Court  
David C. Humphreys Executor Plaintiff.  
vs  
Amended Answer & Cross Pts of Dey & others  
D. C. Humphreys Legatee & Defendants

The defendant Mary B. Dey, late Mary B.  
Humphreys, and Anthony Dey, her husband state that since the  
last judgment herein they have intermarried, and said Anthony  
was made a party to this cause in the Court of appeals. She joins  
with her as a party defendant to this suit, and by way of  
amendment to her answers to the original and cross petitions herein  
they state that that in or about the month of February, 1864 the  
said David C. Humphreys as surety, paid the debt to Wm. B. Reese  
of Knoxville in Tennessee mentioned in the Codicil to his will  
on which he was surety for his son Samuel. The debt with its interest  
amounted at that time to about \$10,000 which he paid in full.  
He is entitled to credit therefor against the Estate of his said son  
and these defendants submit it to the court to decide whether  
the credit for this payment which was made after the execution  
of his will and Codicil should go to increase the balance against  
Samuel P. Humphreys Estate which was bequeathed to his sons or  
should go as unrequited assets to compensate the disappointed  
devisees.

They state that in his County Court settlement as Executor  
D. C. Humphreys charged himself with \$4009<sup>27</sup> September 1<sup>st</sup> 1858  
as amount in his hands as agent of his son and they charge that  
this amount indeed is and was almost entirely made up of the  
balance of \$3868<sup>27</sup> appearing in his Ledger as due his said son  
which refused to in Mrs. Margaret A. Humphreys Cross petition and  
This latter sum being included in the other should not be again  
charged against him in the settlement of his Executorial accounts.  
They charge that David C. Humphreys when he received from  
W. J. Lott the conveyance of the Kankakee land paid him  
\$114<sup>25</sup> August 15 1863 which was the balance of purchase  
money due him by Samuel P. Humphreys thereof and they rely  
that the devise Mrs. Margaret A. Humphreys must pay that sum  
to his estate in redemption of that land.  
They charge that said D. C. Humphreys paid large amounts  
besides those charged in his books against said Samuel & those  
charged in his ~~Exec~~ Executorial account in the extinguishment of  
liens on the Illiopolis & Taylor farms and they claim that under  
the decision of the Court of appeals Mrs. Margaret A. Humphreys  
must repay those amounts paid on the Illiopolis farm and her  
half of the Taylor farm in redemption of them respectively to go  
to the indemnity of the disappointed devisees.  
They charge that said D. C. Humphreys in his life time  
considering the Illiopolis farm as equally his own with the 30 acres

of his own timber land connected therewith took from the  
latter tract 5328 fencing posts worth \$532<sup>80</sup> and used them  
in fencing the said Illiopolis farm now adjudged to belong to  
Mrs. Margaret A. Humphreys and that the managers of said estate have  
since in the same way taken from said timber land 1332 posts  
worth \$1332<sup>00</sup> and 3150 rails worth \$157<sup>50</sup> and used them in the  
necessary fencing upon said farm all of which has gone to the ~~farm~~  
improvement thereof. They also took 120 cords of wood worth \$210 and  
used it in carrying on said farm. By all of which expenditure of wood  
and timber the said 30 acre tract which belongs to Mrs. Day  
under said devise both have deteriorated in value while the Illiopolis  
farm of Mrs. Humphreys has been permanently improved.  
They claim that the value of the timber aforesaid furnished by  
D. C. Humphreys in his life time and which is chargeable against the  
owner of Illiopolis in the way of improvements should go to the indemnity  
of these defendants for the deterioration of the other tract and if that  
cannot be allowed that she is at any rate chargeable to them for  
the value of the timber and wood furnished off their tract for the  
use of Illiopolis since the death of D. C. Humphreys and that the timber  
furnished therefrom before along with other expenditures in improving  
and carrying on that farm should be set off against sums chargeable  
to his estate.

These defendants for the estate state that before the transfer of the  
Illiopolis farm to D. C. Humphreys J. L. Taylor had made a mortgage