

No. **12207**

Supreme Court of Illinois

People, ex. rel.

vs.

Stevens

71641  7

#1
People's. 14. vol

J. P. Stevens

1 R D 1

17207

Cost. Taxed
1855

1855

The People of the State of
Illinois ex. rel. Peter Button

vs
Isaac P. Stevens -

} Application to strike Attorney's name from
the Roll.

On motion of the
Relator by Van H. Higgins his Counsel it is ordered
by the Court that Isaac P. Stevens an Attorney and
Counsellor at law in & for the State of Illinois show cause
by Monday morning the third day of July next why
his name should not be stricken from the Roll of
attorneys & counsellors at law in & for said State
of Illinois - and it is further ordered that a copy
of the foregoing order & also a copy of the grounds
of complaint & charges exhibited against the said
Isaac P. Stevens shall be served upon him at least
two days before the said third day of July A.D. 1854.

State of Illinois } In the Supreme Court
of the Third Grand Division
of Illinois

The People of the State of Illinois
vs the Relation of Peter Button vs Isaac
P. Stevens an Attorney & Counsellor at Law

And the said Peter Button being
first duly sworn upon his oath deposes and
says That one Isaac P. Stevens of the City of
Galena County of Jo Daviess and State of
Illinois is an Attorney and Counsellor at
Law in and for the State of Illinois & as such
has been practicing for several years at said
City of Galena. And that some time in the
year 1850 between the first day of January
and the latter part of the month of March
A.D. 1850 this affiant placed in the hands of
said Stevens a claim for collection against
one Fuller Hamham amounting with the
interest at the time it was collected to about
one hundred & eighty dollars, said claim
was a bond or articles of agreement signed
by this affiant & said Hamham and was in
the words and figures following, to wit:

Galena Sept 29th 1849

" Articles of Agreement made and entered
" into this 29th day of September A.D. 1849
" between Peter Button of the City of Galena of the
" first part and Fuller Hamham of Adams
" Precinct of the second part Witnesseth that the
" said party of the first part for and in consideration

" of the covenants hereinafter mentioned does agree
" to rent the place with the lime kilns and lots thereon
" situated on Leone River $\frac{1}{2}$ below Gear's Landing for the
" term of one year with the privilege of three if wanted -
" possession to be given during the winter of 1850 in
" season for the next summer's business at
" burning lime

" In consideration of the above agreement
" the said party of the second part does agree to
" pay the sum of thirty dollars per year in three
" different payments - ten dollars the first day
" of April August and December during his
" possession and that he will pay all taxes on the
" same that shall be assessed from time to time,
" Also to pay two hundred and seventy five
" barrels of lime per year to be delivered to the orders
" of said Button in quantities as called for And
" further, the said party of the second part
" does covenant and agree that he will not alter
" or destroy any thing that will violate the lease
" of Buckhead & Pierce to the said party of the
" first part nor suffer the same to be done, by
" others without the consent of the Buttons being
" first obtained

" In witness whereof we have
" hereunto ^{fixed} our hands and
" seals day and date first
" above written

Peter Button *PS*
Jesse Hamham *JS*

" Witness

" Crastus Hamham
" John Walters

The original articles of Agreement affiant can

This affiant further says that on or about the 2nd. day of October A.D. 1852 this affiant again addressed a letter to said Stevens requesting him to pay over the money so collected by him for this affiant and that said Stevens in reply addressed to this affiant a letter of which the following is a true copy,

"Galena Oct 6th 1852

Mr Peter Bulton

Dear Sir

By Mr Higgins I received your note of the 2nd inst - in reply to which I would say that I have heretofore on two occasions fully written you upon the matter since which time there has been no steps taken whatever. Please write me fully upon the matter and what you think I had better do

I am Sir

Very truly

Yours &c

J. P. Stevens"

The original letter now in the possession of this affiant he is ready to produce as this Hon.

Court may direct which letter is also in the proper hand writing of said Isaac P. Stevens

This affiant further states on his oath that he caused several other verbal demands to be made for said money upon the said Stevens by the said James Keeler and by John W. Campbell Esq - and that he was willing that said Stevens should retain his reasonable fees out of the same as well as

his expenses and that his said agents so advised & informed said Stevens. Affiant further says that his said agents were duly authorized to receive said money and to make said allowance of said reasonable fees and expenses - but that the said Stevens refused to pay over said money pretending at first that he had not collected the money and afterwards that he had compromised the said claim for a trifle - and when pressed for the money with the charge that he had collected ~~\$~~180 \$ said he had other fees against this affiant and then and there ^{neglected} neglected to pay over said money so collected after deducting his reasonable fees and expenses, contrary to law and his duty as an attorney of the courts of this state.

This affiant further says that he caused an action at law to be brought to recover the said money so collected by said Stevens & that upon the trial of the same which took place in so Daries County at the May term A.D. 1854 of the Circuit Court of said County, this affiant having proved the collection of said money by said Stevens & the demand made upon him for the same rested his case. And thereupon the said Stevens introduced as a defence to said action and read in evidence on the trial thereof between this affiant and said Stevens so commenced as aforesaid, a bill of sale of which the following is a true copy

produce to the Court here having procured the same from said Hamman

This affiant further states upon his oath that the said bond or articles of agreement remained in the hands of said Stevens for collection, and that the same was, during all the time that said Stevens had possession of the same, the property of this affiant, that he never sold or assigned nor in any manner authorized any person whatever to sell or assign the said claim or demand to said Isaac P. Stevens

Affiant further says that he never did sell or assign said claim to Isaac P. Stevens, nor in any manner whatever transfer the same to him - but that the said bond or articles of agreement and the said claim of this affiant against said Fuller Hamman and the money collected on the same except the fees due for collecting the same was and is the proper money of this affiant

This affiant further says that he removed from the City of Galena about the tenth or eleventh day of March A.D. 1854 - and that he did not return to Jo Davies County until the month of May A.D. 1854. But this affiant further says that he wrote several letters to said Isaac P. Stevens requesting him to ~~pay~~ collect and pay over said money to this affiant, and also requested him (said Stevens) to pay said money over to one James Keiler of Galena the agent of this affiant

This affiant further says that the said Stevens collected of said Hamman on the

30th day of July A.D. 1851 in full of said articles of agreement the sum of one hundred and eighty dollars which said L. Hamham paid voluntarily without suit or legal proceeding except that in the spring of 1850 before Hamham went to California said Stevens talked about getting out a writ of Habeas which Judge Sheldon Affiant understood refused to allow because Hamham's family and property remained in Illinois

This affiant further says that after said money was collected by said Stevens he addressed him another letter and that he received from said Stevens in reply a letter of which the following is a copy

"Galena Oct 19th/51

Mr P Button

Dear Sir

Your letter reached here in my absence - It has just been read and I hasten to return you an answer.

I have been out to St's once - he has returned from California, He says that he has learned that you let out the place to Starr before the year was up - Is this so - If such be the case you cannot recover from him - Write me at once about this matter & tell me what to do

Respectfully yours &c

J. P. Stevens "

The original of which this affiant has ready to produce to this Honorable Court in the proper hand writing of said Stevens

"For fees & for moneys due J. P. Stevens I hereby
sell to him my demand against L. Farn-
ham now in said Stevens hands for collec-
tion

April 5th 1851

P. Button"

the original of which this affiant has in his
possession ready to produce as this Hon Court
shall direct. The body of said bill of sale
is in the hand writing of the said Stevens
but the signature this affiant believes
to be his and that the said assignment
was written over the signature to one of
this affiant's letters addressed to said Stevens.
Affiant further says that by reason of said
bill of sale said Stevens on said trial obtained
a verdict in his favor. This affiant further
says that the said bill of sale is a forgery &
that he never executed the same nor
authorized any one to do it for him - and
that he never sold said claim to said
Stevens nor in any manner transferred,
assigned, or disposed of said claim or
demand to said Stevens - and that said
bill of sale is a forgery - and that the moneys
collected by said Stevens from said Farnham
belonged to this affiant and not to said Stevens,
who had no right to retain any part of the
same except for his fees and expenses in
collecting the same. This affiant therefore
applies and asks for a rule upon the said
Jesse P. Stevens to show cause, at any
time to be fixed by this Honorable Court,
why his name should not be stricken from
the Roll of attorneys in and for the State

of Illinois

For a second Cause of Striking the name of said Isaac P. Stevens from the Roll of attorneys in & for the State of Illinois. This relator states that he has been informed and believes and so Charges the fact to be and now here avers his readiness to produce the writings to establish the truth thereof as this Honorable Court shall direct.

That heretofore to wit some time in the month of January A.D. 1834 or thereabouts that said Isaac P. Stevens as an ~~acting~~ Attorney at law attended before certain Justices of the Peace in Jo Daviess County to wit; Henry C. Park & George Mc Mitchell Esqrs and during an examination of certain persons, who had been arrested for the crime of Counterfeiting and when then and there detained & being & being examined by said Justices for the crime of Counterfeiting or passing counterfeit money with which crime the said persons had been charged under oath and had been arrested by warrants issued by said Justices or one of them or one of them And that the said Isaac P. Stevens appeared as the attorney for said persons charged with said crime of passing counterfeit money and as such attorney asked to see said counterfeit money which said Justices then had & which was

Counterfeit & had been feloniously passed
as such by said persons - Whereupon the
said Justices having permitted the said
Stevens to see said Counterfeit bills and
to take the same in his hands; he the
said Stevens refused to return the same
to the said Justices and kept the same
against the wishes & remonstrances of said
Justices, leaving the Court room occupied
by said Justices & taking with him the
said Counterfeit money in order to
prevent and obstruct the course of justice
& to take away the evidence of the guilt of
said persons & as to prevent them being
recognized to answer the offence with
which they were charged before the said
Justices

And this affiant further says that
the grand Jury of said Jo Davies County,
found an indictment against said Stevens
for said offence which the said Stevens
procured to be quashed because the said
offence was not indictable as a crime,
Therefore this affiant applies for and
asks for a rule upon the said Isaac P.
Stevens to show cause, at a time to be
fixed by this Honorable Court why his
name should not be stricken from the
Roll of Attorneys in and for the State of
Illinois

Subscribed & sworn
to before me this 10th
day of June A.D. 1854

Peter Button

J. H. Stewart Notary Public for the City
& Chicago

State of Illinois P.

J. Lorenzo Seland Clerk of the Supreme Court of said State, - 3^d Grand Division, do hereby certify that the foregoing is a true & correct copy of the order of said Supreme Court entered of record on the 14th day of June A.D. 1854, & also of the Petition filed, in the case of The People of the State of Illinois ex. rel. Peter Button vs Isaac P. Stevens as the same appear of record & on file in my office.

In witness whereof I have hereunto set my hand & affixed the seal of said Court, at Ottawa, this 14th day of June A.D. 1854.

L. Seland Clerk.

State of Illinois }
Jas. A. Davis County }
Jas. A. Davis

Wm. Keighen Sheriff of said County of J. A. Davis and State of Illinois appeared before me and after being duly sworn did depose & say that he did on the 20th day of June A.D. 1854. Deliver to Isaac P. Stevens, a true and correct copy of the order of the Supreme Court Third Grand Division in & for said State of Illinois entered of record on the 14th day of June A.D. 1854. Together with the petition filed in the case of the People of the State of Illinois ex. rel. Peter Button vs the said Isaac P. Stevens as appears from the foregoing certified copy of the same the same being a full copy of the foregoing transcript & certificate. Wm. Keighen Sheriff of J. A. Davis County before Jas. A. Davis J. A. Davis

me this 20th day of June
 Ad 1854 as witness my
 hand to the Seal of the Court
 Court of said Jr Court Co. Ill
 Attest My Hand & Seal
 Clerk

The following is a list of the names of the
 members of the Court of said Jr Court Co. Ill
 who were present at the trial of the case of
 the People vs. the State of Illinois
 on the 20th day of June 1854
 The names of the members of the Court
 who were present at the trial of the case of
 the People vs. the State of Illinois
 on the 20th day of June 1854
 The names of the members of the Court
 who were present at the trial of the case of
 the People vs. the State of Illinois
 on the 20th day of June 1854

7
The People of Delaware
Peter Bullock

vs

Isaac P. Stevens

Motion for rule to
show cause why
attorney's name should
not be stricken from
the Roll -

Copy of Aff

Filed June 22^d 1854
S. Leland Clk.

Filed June 14th 1854
S. Leland Clk.

Stiffs fees

Ex. & Ret. \$ 60

affidavit 10

Copy 2.50

\$ 7.20

In Supreme Court

The People upon the Relation of Peter Button vs <u>Isaac P. Stevens</u>	} } } } }	Motion for Rule to Shew Cause &c.
--	-----------------------	---

Isaac P. Stevens. The Defendant above named being duly sworn Says that the Material Statements made by the Relator in this case so far as the same impute to this affiant the Commission of any crime or any improper motives in relation to the accusations made against him in his Character as an Attorney of this Court; are untrue; and that he is not guilty of either of the charges made against him in said affidavit, and he believes if time for that purpose is allowed him he can satisfy this Court, that this prosecution against him by the Relator is malicious and unfounded. This affiant further states that he has Reason to believe and does believe from the manner in which the Relator has already Sworn in this proceeding, that he is prepared to swear to almost any State of facts that he thus would be likely to produce affiant's conviction either here or in the Circuit Court of Joe Davis County where a prosecution is pending against affiant for having forged the assignment in said Relator's affidavit mentioned, he therefore deems it impudent (under advice of Counsel) at this time to disclose fully the grounds of his defence to this proceeding, because the same may

under the circumstances before & hereinafter stated
prejudice his rights in this proceeding and also
in the trial of the criminal prosecution pending
against him in Said County of Doe Davis

Affiant further states that a suit is
still pending against him the Circuit Court of
Doe Davis County in favor of the Relator Peter
Button for the Recovery of the money which
Said Button alleged this affiant collected
for, and refused to pay over to him the
Said Button. That upon a former trial of
Said Cause in Said Doe Davis Circuit
Court a verdict was rendered in affiant's
favor in Said Cause, That a motion was
made for a new trial in Said Cause - one
ground of which Said Motion was the
alleged forgery of the assignment before
referred to; that this affiant then assented
to the verdict being set aside and a new
trial granted in Said Cause & the Court
now stands for hearing at the next Term
of the Circuit Court of Doe Davis County
at which time he confidently believes
that a trial upon the merits of the whole
question will judicially determine that
he is not guilty of the charge of refus-
ing to pay over money collected by him
and belonging to the Relator.

and this affiant further
states that a prosecution is pending against
him in the Said Circuit Court of Doe

David County for having forged the assignment
in the Relators affidavit mentioned - That
a Complaint was made against him for said
forgery at the same term of the Court when
the Civil Suit before mentioned was tried
& that he, then, without demanding any in-
vestigation voluntarily entered into a Recog-
nizance to appear at the next Circuit
Court to answer the said Complaint &
he expects and believes that the Court will
(if the prosecutor appears) be tried at the
next Term of the said Joe Davis Circuit
Court & that he will be acquitted of
the said Charge; and he is advised by
counsel and believes that his rights & interests
may be seriously prejudiced upon the trial
of said Criminal Cause, if this proceeding
is tried and adjudicated at the present term
of this Court and before the trial of said
Cause.

Affiant further states that he is ad-
vised by counsel and believes, that if the
Verdicts in said Civil & Criminal proceedings
shall be found and returned in his favor
that he would have the right, (whether the
Court would or would not be conclusive
upon the questions), to use the Verdicts thus
found as Evidence, to say the least
tending to show that he is not guilty
of, & ought not to be stricken from the
Roll of Attorneys on account of, either of the
said alleged offences.

If the verdict should be found against affiant in the criminal prosecution he supposes of course that he could make no further defence to this proceeding

Affiant further states that he has witnesses which he deems material for his defence in this proceeding, whose testimony or attendance he can not procure at the present term of this Court. One of them Isaac C. Role whose former residence was at Salina Mo, is now in California and is expected to return during the ensuing fall — One named — Smith and one named — Robinson whose Christian names affiant cannot now remember and one named R. R. Menzer, all of whom reside in Walworth County Wisconsin, and whose testimony or attendance he has not had reasonable time to procure at this term.

These witnesses as before stated are as he is advised and believes material and necessary to his defence in this proceeding — but he is advised by counsel & believes the same to be true, that for the reasons herein before stated it might prejudice his rights and interests in this & in the criminal prosecution aforesaid against him if he were to disclose at this time the particular facts which he expects to prove by said witnesses and further so the not.

Subscribed & sworn to
before me this 11th day of
July A.D. 1854
L. Leland Clerk
By P. K. Leland Depy. Clk.

J. P. Leland

Selund, B.

S. Selund

Chas. Lippin court?

Tell back to enter Plea
if not of city in the case
of ^{the} people. & on complaint
of Peter Butler vs J. P. Stevens
summon to I will be down
Thursday next. A sick child
prevented my being there today

J. P. Stevens.

The People's }
Is }
Isaac P. Stearns }

B. C. Clevon states on oath that
he this morning receive a telegraphic
dispatch from Isaac Stearns stating
^{dated Galena July 3rd 1854}
that said Stearns was necessarily detained
at home by the sickness of one of his
children and that he would be here
tomorrow, and that applicant believes
that the fact so stated is true. The dispatch
^{is hereto annexed}

Subscribed & sworn to }
before me July 5. 1854. }
L. Leland Clk.

B. C. Clevon

7
Proph ⁷ Stevens
afford. of B. C. Cook

Filed July 5. 1854.
Leland Clk.

State of Illinois } In the Supreme Court
of the Third Grand Division
of Illinois

The People of the State of
Illinois on the relation of Peter Fulton vs
Isaac J. Stevens an Attorney & Counsellor
at Law

And the said Peter Fulton
being first duly sworn upon his oath deposes
and says, That one Isaac J. Stevens of the
City of Galena County of Jo Daviess and
State of Illinois is an Attorney and Counsellor
at Law in and for the State of Illinois &
as such has been practicing for several years
at said City of Galena. And that some time
in the year 1850 between the first day of January
and the latter part of the month of March A.
D. 1850, this affair placed in the hands of
said Stevens a claim for collection against one
Huller Hamham amounting with the interest
at the time it was collected to about one hundred
& eighty dollars. Said claim was a bond or
article of agreement signed by this affiant &
said Hamham and was in the words and
figures following, to wit:

"Galena Sept 29th 1849

"Articles of Agreement made and entered into this
" 29th day Aug of September A.D. 1849 between
" Peter Fulton of the City of Galena of the first
" part and Huller Hamham of Towns Township
" of the second part. Witnesseth That the said
" party of the first part for and in consideration

" of the covenants hereinafter mentioned does agree
to rent the place with the lime kiln and
" both thereto belonging situated on Fern River
1/2 below Gear's Landing for the term of one
year with the privilege of three if wanted -
prosecution to be given during the winter of
1850 in season for the next summer's business
at burning lime.

In consideration of the above
agreement the said party of the second part
" does agree to pay the sum of thirty dollars
per year in three different payments - ten
dollars the first days of April August and
" December during his prosecution and that he
will pay all taxes on the same that shall
be assessed from time to time. Also to pay two
hundred and seventy five barrels of lime per
" year to be delivered to the order of the said Galtton
in quantities as called for and further, the
said party of the second part does covenant
and agree that he will not alter or destroy any
" thing that will violate the lease of Richman
& Pierce to the said party of the first
part nor suffer the same to be done by others
" without the consent of the Galtton being first
obtained.

In witness whereof we have
" hereunto fixed our hands and
seals day and date first
above written

Peter Galtton (Sd)
Fuller Fairbank (Sd)

Witness

Charles Fairbank
John Walter

The original articles of agreement affiant can produce to the Court here having procured the same from said Farnham.

This affiant further states upon his oath that the said bond or articles of agreement remained in the hands of said Stevens for collection, and that the same was, during all the time that said Stevens had the possession of the same, the property of this affiant, & that he never sold assigned nor in any manner authorized any person whatever to sell or assign the said claim or demand to said Isaac J. Stevens.

Affiant further says that he never did sell or assign said claim to Isaac J. Stevens, nor in any manner whatever transfer the same to him - but that the said bond or articles of agreement and the said claim of this affiant against said Fuller Farnham and the money collected on the same except the fees due for collecting the same was and is the proper money of this affiant.

This affiant further says that he removed from the City of Galena about the tenth or eleventh day of March A.D. 1851 - and that he did not return to Jo Davis County until the month of May A.D. 1854. But this affiant further says that he wrote several letters to said Isaac J. Stevens requesting him to collect and pay over said money to this affiant, and also requested him (said Stevens) to pay said money,

over to me James Keeler of Galena the agent
of this affair

This affiant further says that
the said Stevens collected ^{from} said Fairbank on
the 30th day of July A.D. 1851 in full of
said article of agreement the sum of one
hundred & eighty dollars which said F.
Fairbank paid voluntarily without suit or
legal proceeding except that in the Spring
of 1850 before Fairbank went to California
said Stevens talked about getting out a
writ of Habeas Corpus which Judge Sheldon
Affiant understood refused to allow because
Fairbank's family and property remained
in Illinois

This affiant further says that
after said money was collected by said Stevens
he addressed him another letter and that
he received from said Stevens in reply a letter
of which the following is a copy

" Galena Oct. 19th/51

Mr J. Fulton

Dear Sir

Your letter reached here in
my absence. It has just been read - and I have
to return you an answer. I have been out to F's
once - he has returned from California. He says
that he has learned that you let out the place to
Blair before the year was up - Is this so - If such
be the case you cannot recover from him - Write me
at once about this matter & tell me what to do

Respectfully Yours &c
J. P. Stevens "

The original of which this affiant has ready to produce to this Honorable Court in the proper hand writing of said Stevens.

This affiant further says that on or about the 2nd day of October A.D. 1852 this affiant again addressed a letter to said Stevens requesting him to pay over the money so collected by him for this affiant and that said Stevens in reply addressed to this affiant a letter of which the following is a true copy.

"Galena Oct 6th 1852
Mr Peter Fulton

Dear Sir

By Mr Higgins
I received your note of the 2nd inst - in reply to which I would say that I have heretofore on two occasions fully written you upon the matter since which time there has been no steps taken whatever. Please write me fully upon the matter and what you think I had better do.
I am Sir

Very truly

Yours &c
I. P. Stevens

The original letter now in the possession of this affiant he is ready to produce as this Hon. Court may direct which letter is also in the proper hand writing of said Isaac P. Stevens.

This affiant further states on his oath that he caused several other verbal demands to be made for said money upon the

said Stevens by the said James Keeler and by John W. Campbell Esq - and that he was willing that the said Stevens should retain his reasonable fees out of the same as well as his expenses and that his said agents so advised & informed said Stevens. Affiant further says that his said agents were duly authorized to receive said money and to make said allowance of said reasonable fees and expenses - but that the said Stevens refused to pay over said money pretending at first that he had not collected the money and afterwards that he had compromised the said claim for a trifle - and when pressed for the money with the charge that he had collected \$1815 said he had other fees against this affiant and then and there refused and neglected to pay over said money so collected after deducting his reasonable fees and expenses contrary to law and his duty as an attorney of the courts of this State.

This affiant further says that he caused an action at law to be brought against to recover the said money so collected by said Stevens & that upon the trial of the same which took place in Jo Daviess County at the May Term A.D. 1854 of the Circuit Court of said County. This affiant having proved the collection of said money by said Stevens & the demand made upon him for the same rested his case. And thereupon the said

Stevens introduced, as a defence to said action and read in evidence on the trial thereof between this affiant and said Stevens so commenced as aforesaid, a bill of sale of which the following is a true copy

"For fees & for moneys due J. P. Stevens I hereby sell to him my Demand against J. Garbham now in said Stevens hands for collection.

April 5th 1851

J. Fulton

the original of which this affiant has in his possession ready to produce as this Hon Court shall direct. The body of said bill of sale is in the hand writing of the said Stevens but the signature this affiant believes to be his and that the said signature aforesaid was written over the signature to one of this affiant's letters addressed to said Stevens. Affiant further says that by reason of said bill of sale said Stevens on said trial obtained a verdict in his favor. This affiant further says that the said bill of sale is a forgery & that he never executed the same nor authorized any one to do so for him - and that he never sold said claim to said Stevens nor in any manner transferred, assigned, or disposed of said claim or demand to said Stevens - and that said bill of sale is a forgery - and that the moneys collected by said Stevens from said Garbham, belonged to this affiant and not to said Stevens, who had no right

to retain any part of the same except for his fees and expenses in collecting the same. This affiant therefore applies and asks for a rule upon the said Isaac P. Stevens to show cause, at a time to be fixed by this Honorable Court, why his name should not be stricken from the Roll of Attorneys in and for the State of Illinois.

For a second cause of striking the name of said Isaac P. Stevens from the Roll of Attorneys in & for the State of Illinois. This relator states that he has been informed and believes and so charges the facts to be and now here and his readiness to produce the witnesses to establish the truth thereof as this Honorable Court shall direct.

That he therefore to wit some time in the month of January A. D. 1854, or thereabouts that said Isaac P. Stevens as an attorney at law attended before the certain Justices of the Peace in Jefferson County to wit Henry C. Park & George M. Mitchell Esqs and during an examination of certain persons who had been arrested for the crime of counterfeiting and when then and there detained & being & being examined by said Justices for the crime of counterfeiting & counterfeiting or passing counterfeit money with which crime the said persons had been charged under oath and had been arrested by warrants

issued by said Justices or one of them or
any of them And that the said Isaac P.
Stevens appeared as the attorney for said
persons charged with said crime of passing
counterfeit money and as such attorney
asked to see said counterfeit money
which said Justices then had & which was
counterfeit & had been feloniously passed as
such by said persons. Whereupon the said
Justices having permitted the said Stevens
to see said counterfeit bills and to take
the same in his hands; he the said Stevens
refused to return the same to the said Justices
and kept the same against the wish &
circumstances of said Justices leaving
the Court room occupied by said Justices &
taking with him the said counterfeit
money in order to prevent & obstruct the
course of justice & to take away the evidence
of the guilt of said persons & as to prevent
them being required to answer the offence with
which they were charged before the said Justices

And this affidavit further says
that the Grand Jury of said Co. Genl.
County found an indictment against said
Stevens for said offence which the said
Stevens procured to be quashed because
the said offence was not indictable as
a crime. Wherefore this affidavit applies
for and asks for a rule upon the said
Isaac P. Stevens to show cause, at a time
to be fixed by this Honorable Court why his name
should not be stricken from the Roll of Attorneys

in and for the State of Illinois -

Subscribed & sworn
to before me this 10th
day of June A.D. 1882

}

Peter Button

Wm. H. Stewart
Notary Public for
the City of Chicago



The People & relations
Peter Bullen —
JP {
Isaac P. Stevens —

Motion for Rule
to show cause why
attorney name should
not be stricken from
the Roll —

Filed June 14, 1854.
L. Deland Clk.

State of Illinois - Ottawa County
The People & relation } In the Supreme Court at Ottawa
2d Butten }
24 }
Isaac P. Stevens } from Term Nov 1854 -

The said defendant Stevens will be required to answer on oath the following interrogatories -

First, at what date did you buy the claim against Aaron Burr from Butten & how much did you pay him for the same & was it in money or in services or if both what amount of each?

Second - did you take the bill of sale at the time of the purchase or afterwards and did Butten make the same to you personally or did he send it to you in a letter? - How was it delivered to you through the Post Office? or by the hand of a third person & if so whom? or was it delivered to you personally & if so who was present? -

Third - State how you came to write the two letters addressed to Butten copies of which are set out in the relation of this matter - Why did you pretend therein that the money was not collected? & Why did you ask Butten what you should do? -

Fourth - State whether the facts in regard to your conduct before Justices Mitchell & Lawls are not correctly set forth & if not state wherein they are not & what the facts were - State whether the indictment against you was not quashed for the reasons stated in said relation -

If you received the Bill of sale aforesaid through the Post office where was the letter mailed in which the Bill of sale came enclosed to you? -

Fifth - Did you said Stevens tell J. M. Campbell that you had a claim against Button & that there was about seven or eight dollars coming to Button - and to settle the matter you would pay him twenty five dollars -

Sixth - State the date at which you bought the said claim & demand against Hornham

Did you pay for the same at that time or afterwards & if afterwards at what time - & what part was money & what part was services? - How long was it before you obtained the Bill of sale? Was the Bill of sale written by you at the time it was signed or at another time - Did Button sign the Bill of sale after it was written, by you, or was it signed before? What word is written & partly erased in the Bill of sale; over which, the word demand is written - Why was that word erased or partly erased? & was that word under the word "demand" erased before you wrote the Bill of sale or afterwards - State when it was made & by you used such a piece of paper? Did Button sign the paper at the time you wrote it with the same pen & ink? -

Hipping & Shotham

Atty for Relator.

The People & rel.
Peter Button
H }
Isaac P. Stevens -

Interrogatories to be
answered by said
J. P. Stevens -

The People on }
Relution of P. Bullen }
vs. }
Isaac P. Stevens } In Supreme Court of
the State of Illinois -
At Ottawa -

N. H. Purple Esq.

Dear Sir:

Not knowing what
steps may be taken in the above matter
and the health of my family being such
that I can not leave home - I deem it
proper to write you -

The Criminal Case here is still pend-
ing; and I am advised by my Council, and
also myself believe that no steps in the
way of a defence can be taken by me in
the above cause without serious prejudice
to me in the ~~case~~ Criminal case which
is still untied as above stated. Therefore
in view of the above I have come to the
determination to allow, and ask that
my name may be stricken from the
Roll of Attorneys for the State of Illinois.

For with suspicions of such a character
made against me I have no wish to
practice Law & I could -

These are my deliberate views and wishes
in the above case standing as I at present
do - And you are hereby authorized by me
to present this to the Supreme Court, for
the above specified purpose - and to
be filed if necessary -

I am Sir truly &c.

Galena July 9th 1855 }

I. P. Stevens -

1
People vs Stevens
Stipulation

Filed July 18. 1854.
L. Kelms Clerk.

The People of the State
of Illinois upon the
Relation of Peter Buttore

nd
Isaac P. Stevens.

In the Supreme
Court

Purs to Show Cause why
the Defendant should not be stricken
from the Roll of Attorneys of this Court

And now Cometh the Said de-
fendant and for answer to the
Several Charges & accusations made
against him in the affidavit filed
in the above entitled proceeding says
that he is not guilty of any all
or either of the Charges or accusations
made & preferred against him in this
proceeding - he respectfully Submits his
Case to the Consideration of the Court
and Prays to be dismissed with his
Costs &c.

Johnson Phelps Moore
for Deft.

People ex R. Button
by
J. P. Stevens

Answer of
Slit

Filed July 11th 1854.
L. Leland Clk.
By P. K. Leland sup.