

12600

No. _____

Supreme Court of Illinois

McIntire

vs.

Browner et al

71641  7

State of Illinois }
Winnebago County } In the Winnebago County Circuit
Court of February Term 1857.

Isaac H. Bronner
Sickel Bronner
Rinhard Bronner

Or
John McIntire

vs
Upmposit

Demand 485.33

I do hereby acknowledge myself as security for all costs that may accrue in the above cause and acknowledge myself bound to pay either to the other party or to any of the Officers of this Court in pursuance of the Statute in such case made or provided.

Wm Miller Jr

The Clerk will issue a summons in the above cause returnable to the next term of the Court: Damage \$485.33.

Wm Miller Jr

atty for Affs.

Endorsed "Filed February 3. 1857.

W B Derrick Clerk

STATE OF ILLINOIS,

Hennepago COOK COUNTY,

ss.

The Cook County Circuit Court

February

Term, 1857

Isaac H Bronner Sick Bronner Bernhard Bronner Plaintiff

Complain of

John McIntyre of being summoned to answer the said Plaintiff

of a plea of Trespass

on the case upon promises: For that whereas the said defendant heretofore, to wit: on the twenty fourth day of January in the year of our Lord one thousand eight hundred and fifty sevenat Rockford to wit: at the County of Cook and State of Illinois, made hiscertain note in writing, commonly called a promissory note, bearing date a certain day and year therein mentioned, to wit: the day and year last aforesaid, and then and there delivered the said note to The PlaintiffBy which said note the said defendant then and there promised to pay to the Plaintiffunder the name and style of Bronner Brothers the sum of four hundred and eighty five dollars & thirty three cents one day after date for value received which period hath now elapsed

BY REASON WHEREOF, and by force of the statute in such case made and provided, the said defendant became liable to pay to the said plaintiff the said sum of money in the said note specified, according to the tenor and effect of the said note; and being so liable, the said defendant in consideration thereof, afterwards, to wit, on the same day and year, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff well and truly to pay to the said plaintiff the said sum of money in the said note specified, according to the tenor and effect of the said note. AND WHEREAS ALSO, the said defendant on the twenty fourth day of January in the year of our Lord one thousand eight hundred and fifty seven at

indebted to the said plaintiff in the sum of four hundred dollars of lawful money of the United States of America, for divers goods, wares and merchandises, by the said plaintiff before that time sold and delivered to the said defendant and at the special instance and request of the said defendant and being so indebted to the said plaintiff the said defendant in consideration thereof, afterwards, to wit, on the same day and year and at the place aforesaid, undertook and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money last mentioned, when the said defendant should be thereunto afterwards requested. AND WHEREAS ALSO, the said defendant afterwards, to wit, on the same day and year, and at the place aforesaid, in consideration that the said plaintiff had before that time, at the like special instance and request of the said defendant sold and delivered to the said defendant divers other goods, wares and merchandises of the said plaintiff the said defendant then and there undertook and faithfully promised the said plaintiff that the said defendant would well and truly pay to the said plaintiff so much money as the last aforesaid goods, wares and merchandises, at the time of the sale and delivery thereof, were reasonably worth, when the said defendant should be thereunto afterwards requested; and the said plaintiff aver that the said goods, wares and merchandises last mentioned, at the time of the sale and delivery thereof, were reasonably worth the further sum of

four hundred dollars of like lawful money aforesaid, to wit, at the place aforesaid, whereof the said defendant afterwards, on the same day and year, and at the place aforesaid, had notice. AND WHEREAS ALSO, the said defendant afterwards, to wit, on the twenty fourth day of January in the year of our Lord one thousand eight hundred and fifty seven at the place aforesaid was

indebted to the said plaintiff in the sum of four hundred dollars of lawful money of the United States of America, for money before that time lent and advanced by the said plaintiff to the said defendant and at the special instance and request of the said defendant AND for other money by the said plaintiff before that time paid, laid out and expended for the said defendant and at the like request of the said defendant AND for other money by the said defendant before that time had and received to and for the use of the said plaintiff AND being so indebted, the said defendant in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money in this count mentioned, when the said defendant should be thereunto afterwards requested. AND

whereas, also, the said defendant afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, accounted together with the said plaintiff of and concerning divers other sums of money before that time due and owing from the said defendant to the said plaintiff and then and there being in arrear and unpaid, and upon such accounting, the said defendant then and there found to be in arrear, and indebted to the said plaintiff in the further sum of four hundred dollars, of like lawful money as aforesaid. AND being so found

in arrear and indebted to the said plaintiff the said defendant in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money last mentioned, when the said defendant should be thereunto afterwards requested.

NEVERTHELESS, the said defendant (although often requested, &c., to wit, on the day when the said note became due and payable, according to the tenor and effect thereof, and oftentimes since, to wit, at the place aforesaid,) has not yet paid the said several sums of money above mentioned, or any or either of them, or any part thereof, to the said plaintiff but to pay the same or any part thereof to the said plaintiff the said defendant has hitherto altogether refused, and still do refuse, to the damage of the said plaintiff of four hundred eighty five dollars, and therefore the said plaintiff bring suit, &c.

Amalgam
Plays atty.

Copy of note declared on

Rockford Jan'y 24. 1837

One day after date I promise to pay Brommer & Brother
Four hundred and eighty five dollars and $\frac{33}{100}$ for value
received

John McIntyre

Endorsed "Filed July 3. 1837,

Mr B Derrick

Clerk

STATE OF ILLINOIS, } ss.

WINNEBAGO COUNTY,

The People of the State of Illinois to the Sheriff of said _____ County—GREETING:

WE COMMAND YOU that you summon _____

John M. Intyre

if he shall be found in your County, personally to be and appear before the Circuit Court of said Winnebago County, on the first day of the next term thereof, to be holden at the Court House in the City of Rockford in said Winnebago County, on the first Monday of *February* _____ A. D. 1857 to answer unto *Imac N*

Pronner Dick Pronner Belmhard Pronner

in a plea of _____

Defendant

to the damage of the said Plaintiff, as he says in the sum of _____ Dollars.

Four hundred eighty five ⁰⁰/₁₀₀

And have you then and there this Writ, with an endorsement thereon in what manner you shall have executed the same.

WITNESS, MORRIS B. DERRICK, Clerk of said Court, and the Seal thereof, at his Office in the City of Rockford, in said Winnebago County, this _____ day of _____ A. D. 1857.

*Third**February**L. S.**Morris B. Derrick**Clerk.*

G. Docket No. Page.

Winnebago Circuit Court.

Isaac H. Fronner

John M. Antyrow

SUMMONS.

**STATE OF ILLINOIS, }
WINNEBAGO COUNTY. }**

July 3 1887

I duly served the within by reading the
same to the within named *John M.*

Antyrow

as I am therein commanded.

S. I. Church Sheriff
M. J. Wright Deputy

Sheriff.

Fees—Service,

50

Mileage,

5

Return,

10

65

O. Miller Jr.

Attorney.

as July 3, 1887
M. B. Donnell Clerk

And have you then and there this Writ with an endorsement thereon in what manner you shall have executed the
Dollars
to the damage of the said Plaintiff, as he says in the sum of *Twenty Dollars*
and the balance of two hundred and eighty and no/100 Dollars, in and to the said Plaintiff, in and to the said
City of Rockford, in said Winnebago County, the
WITNESSES, MORRIS B. DENNIS, Clerk of said Court, and the said Sheriff, at his Office in
City of Rockford, this 3rd day of July, 1887.

STATE OF ILLINOIS, } ss.
WINNEBAGO COUNTY,

IN CIRCUIT COURT,

Term, 1857

\$

1187²⁸

In the matter of

Francis Brenner & Co.

No.

144

Against

John M. Boyle

This action having been brought upon an instrument of writing, to wit: one promissory note

for the payment of money only, and the damages of the plaintiff resting in computation, and the Court having referred the same to the Clerk to assess and report said damages, and the Clerk having computed and assessed the same in pursuance of the order of the Court, reports to said Court that the amount thereof is \$ 1187²⁸/100

M. B. Derrick

Clerk.

Winnebago Circuit Court.

Isaac Bronner's ac

v. 1

John McIntyre

\$1187.²⁹/₁₀₀

Computation and Report by Clerk of
Plaintiff's Damages.

FILED, and approved by the Court, this
11th day of July
A. D. 1857

M. B. Denicke)

Clerk of Circuit Court.

Insurance of the order of the Court, reports to said Court that the amount thereof is \$1187.²⁹/₁₀₀...
the same to the Clerk to assess and report said damages, and the Clerk having computed and assessed the same to
for the payment of money only, and the damages of the plaintiff, resulting in compensation, and the Court having referred

Clk.

Rockford Jan 24. 1837.

One day after date I promise to pay. Bronner & Brothers,
Four hundred eighty five dollars and ³³/₁₀₀ dollars for
Value Received

John M. Intyre.

Endorsed "Filed Feb 18/57

M B Derrick

AKJ"

United States of America
State of Illinois Hennepago S.D. Pleas before the Hon
Benjamin R Sheldon Judge of the Fourteenth Judicial Circuit
of the State of Illinois at a term of the Hennepago County
Circuit Court begun and held at the Court house in Rock
ford in said County of Hennepago on the Sixteenth day of
February in the year of our Lord one thousand eight hundred
fifty seven:

Present Hon Ben R Sheldon Judge
W D Meacham States Attorney
Samuel L Church Sheriff

Attest M R Darrick Clerk

Isaac H Bronner

Sickler Bronner

Reinhard Bronner

Upumferit

John M Intyre

Now comes the plaintiff by W
Miller Jr their Attorney & the defend
Ant hung three times solemnly called come not nor any
one for him but made default: It is therefore ordered that
the Plaintiff have judgment by default against the Defend
Ant for their damages herein sit appearing to the Court that
this action is brought on an instrument of writing for the
payment of money only & that the damages rest in compen
sation: It is ordered that the Clerk assess the same
And he having assessed & reported to the Court the sum
of Four hundred eighty seven dollars and twenty eight
Cents damages which compensation is approved by the

Court: It is therefore ordered & considered by the Court
that the said Plaintiff have recovery of the said Defendant
the sum of \$487.28 as aforesaid as also his Costs
& Charges herein expended and that they have execution
thereof:-

State of Illinois
Hannibag County Circuit Clerk's Office of B. J. Morris B. Derrick
Clerk of the Circuit Court of said County do hereby certify the
foregoing to be ^{a true & correct} copies from ^{of the} the ~~file~~ records in the
suit entitled ^{do} in this Office

Witness my hand & the seal of said Court
at the City of Rockford this Sixth day
of August 1837.

M B Derrick Clerk
By M Penney
Dep. Clerk

Free
\$12.57

Supreme Court of the
State of Illinois

John McIntyre

Plff in Error

vs

Isaac H Bromber

Siddie Bromber

Bernhard Bromber

Defts in Error

And the said Plaintiff in error by Right &
Ogden his attorneys come and say that in
the record and proceedings in the above cause
and in the judgment therein in the Court below
to wit in the Circuit Court of Winnebago County
there is manifest error, and that in consequence of
such error, the judgment of the Defendants in error
is erroneous & vicious in this

1st Because in and by said record it appears that the
said judgment was rendered in the Court below
for the Defendant in Error for the sum of Four hun-
dred and eighty-seven dollars and twenty-eight
cents damages, while in and by the said decla-
-ration of the Defendants in Error in this cause they only
claimed judgment damages to the amount of
Four hundred and eighty-five dollars and thirty-three
cents

2nd Because the Defendants in Error recovered against
the Plaintiff in Error in the Court below a greater
amount of money than they claimed to recover

in their declarations

3^d Because the security for costs filed by the defendants in Error in the Court below is not sufficient nor such as the statute requires.

4th Because judgment was given in the Court below for the defendants in Error, which it ought to have been given for the Plaintiffs in Error, in all which respects the said judgment of the defendants in Error is vicious & erroneous and ought to be reversed.

Wm. D. Ogden Attorney
for Plaintiffs in Error

The Clerk of the Supreme Court will make the writ of Error in this case operate as a Supersedeas, upon plaintiffs filing bond in \$1000 with Edward A. Kitchel as surety - conditioned according to law. Augst 14th 1857.

Walter B. Scates Ch. J.

John McIntire
By 76
Leue H. Browner, Clerk
Browner & Bernhard
Browner
Transcript of Record

Filed August 21st 1857
D. Leland
Clerk

Know all men by these presents that we John Mc
Intyre & Edward H Ritchie of the City of Rockford
in the County of Winnebago and State of Illinois are
held and firmly bound unto Isaac H Brommer
Sickel Brommer & Bernhard Brommer of Sagadahoc
in the State of New York in the sum of One thousand
dollars lawful money of the United States to be paid
to the said Isaac H Brommer Sickel Brommer & Bernhard
Brommer their certain Attorney, executor, admin-
istrator or assigns; for which payment well and truly
to be made we bind ourselves our heirs executors
and administrators jointly & severally firmly by these
presents. Sealed with our seals and dated the 7th
day of August A.D. 1837 -

The condition of this obligation is such that whereas
the above named Isaac H Brommer Sickel Brommer
& Bernhard Brommer at the last February Term of
the Circuit Court of Winnebago County in the State
of Illinois did recover against the above bounden
John Mc Intyre a judgment for the sum of Four
hundred & eighty-seven dollars and twenty eight cents
besides costs of suit. And whereas the above bounden
John Mc Intyre has sued out a Writ of Error from the
Supreme Court of the State of Illinois upon said
judgment; which said Writ of Error has by an order
of the Honorable John D Catlin one of the Justices of
said Supreme Court been made a supersedeas



Sial

Le

L

J. Morris & Derrick, Clerks of

Clerk

Seventh day of August AD 1827

Wm. H. L. Herrick

Clerk

Leland
Clark

Black

Empire Bond

John McCutcheon

By
Lieut. H. Brown & others

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,
TO THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF *Winnebago* GREETING:

BECAUSE, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *Winnebago* County, before the Judge thereof, between *Isaac H. Browner, Dickel Browner and Bernhard Browner.*

plaintiff; and

John McEntire

defendant it is said manifest error hath intervened, to the injury of the aforesaid

John McEntire

as we are informed by *his* complaint, and we being willing that error should be corrected if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaintiff aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid, at *Ottawa*, in the County of *La Salle*, on the *first Tuesday after the third Monday in April* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

WITNESS, The Hon. WALTER B. SCATES, Chief Justice of our said Court, and the Seal thereof, at *Ottawa*, this *21st* day of *August* in the Year of Our Lord One Thousand Eight Hundred and Fifty-*Seven*

S. Leland

Clerk of the Supreme Court.

by *J. B. Rice* Deputy

by order of the
Court of the Supreme Court



John McDutire
vs
Isaac H. Bronner & others
Writ of error

This writ of error is to
operate as a ~~supercedas~~
and as such is to be
obeyed by all concerned

S. Leland
by J. B. Rice ^{clerk}

Filed August 21st 1857
S. Leland
clerk

the judge thereof, between Isaac H. Bronner, Plaintiff, and John McDutire, Defendant, in the Circuit Court of the County of Cook, before the said judge, in the record and proceedings, as also in the rendition of the judgment and decree of the said Circuit Court, for the County of Cook, in the case of Isaac H. Bronner vs. John McDutire, in the County of Cook, State of Illinois.

Rockford (Ill), Aug 7th 1857

J. B. Rice Esq
Ottawa Ill. ?

Dear Sir

Please find enclosed a receipt in a case he is well as Bond upon which we wish to have a writ of error and supersedeas allowed. I wish you would present the papers to Judge Lator, and ask him to allow the supersedeas and if he allows, if files the papers and forward me the scifa with a certificate that a depositions has been allowed. We wish this matter disposed of with as much promptness as possible as the Pys in error is in jail and would like to get out. We had a bond along that there may be no delay the duty in the bond I know, he is in Bond a duty, we could get on a bond of that amt is a broker here and I should no doubt he is worth \$2000. I had you also him with the \$5 which is equal the paid on ap of fees. You will oblige me by giving your earliest attention to this matter.

Truly yours

Wm H Wright

STATE OF ILLINOIS,
SUPREME COURT,

ss. The People of the State of Illinois,

TO THE SHERIFF OF THE COUNTY OF

Winnebago

GREETING:

BECAUSE, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of *Winnebago* county, before the Judge thereof, between *Isaac H. Brouner, Sickel Brouner and Bernhard Brouner* plaintiffs and *John McIntire*

defendant, it is said that manifest error hath intervened, to the injury of the said

John McIntire

as we are informed by *his* complaint, the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; THEREFORE, WE COMMAND YOU, that by good and lawful men of your county, you give notice to the said *Isaac H. Brouner, Sickel Brouner and Bernhard Brouner*

they be and appear before the Justices of our said Supreme Court, at the next of said Court, to be holden at Ottawa, in said State, on the ~~first~~ *first Tuesday* after the ~~Monday~~ *Monday* *April* next, to hear the records and proceedings aforesaid, and the errors assigned, if *they* shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said *Isaac H. Brouner, Sickel Brouner and Bernhard Brouner* notice, together with this writ.

WITNESS, The Hon. WALTER B. SCATES, Chief Justice of our said Court, and the Seal thereof at Ottawa, this *21st* day of *August* in the Year of Our Lord One Thousand Eight Hundred and Fiftv-Seven.

S. Leland

Clerk of the Supreme Court.

by J. B. Rice Deputy

John W. Luntre

vs

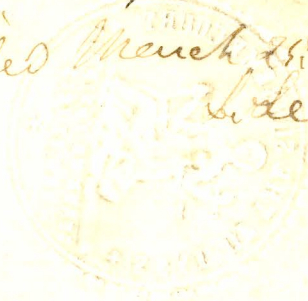
Isaac H. Browner, Sickel
Browner & Bernhard Browner

Seire facias

Served the within
Writ by Reading the
Same to Green Miller Jr
Atty for Isaac H Browner
Sickel Browner & Bernhard
Browner this 13 day of
February 1858

Saml Chycho
Sheriff
of Winnebago Co

Filed March 25 1858
Wineland
Clerk



John W. White
vs 76,
Isaac H. Bronner & others

1858

76

12600

1858