

13209

No. _____

Supreme Court of Illinois

Brush

vs.

Godfrey

STATE OF ILLINOIS,
SUPREME COURT.
Third Grand Division.

No. 89.

Gudfrey
vs

Bush

STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1860.

ROBERT K. BRUSH, *et al.*, }
vs. } *Error to Kankakee.*
WILLIAM GODFREY. }

Page of Rec.

THIS was a confession of judgment, by virtue of a power of attorney, upon a note for \$310, executed by Brush and Ingraham to Godfrey, dated Nov. 30, 1857, payable ninety days after date, with interest at 10 per cent.

2 The power of attorney filed, recites that the owners are justly indebted to Godfrey, upon a note for \$310, bearing even date, due ninety days from date, *with interest*. The *rate* of interest is not stated.

The power of attorney authorizes John W. Paddock, or any attorney of any Court of Record, to appear before any Court of Record, either in term time or vacation, at any time after the *date*, *at the option of said John W. Paddock*, waive service of process and confess, &c.

3 The following affidavit appears in the record, but there is no other evidence that it was ever filed in said Court.

STATE OF ILLINOIS, }
Kankakee County, } ss Alfred S. Perry, being first duly sworn,
says he knows the handwriting of Robert K. Brush and George H. Ingraham, the makers of the above note and power of attorney, and that their signatures thereto attached are genuine. A. C. PERRY.

4 Narr. in usual form, upon a note for \$310, due ninety days, with *ten per cent. interest*. Damages claimed, \$310.

Cognovit, confessing judgment for \$346.28, signed by H. Loring, defendant's attorney.

5 Judgment for \$346.28 and costs.

6

Errors Assigned.

1. The declaration is not sufficient.
- 2 and 3. The judgment was for a greater sum than that claimed in narr.
4. The warrant of attorney only authorized a confession of judgment at the option of John W. Paddock, and he did not confess it.
5. Judgment for too much.
6. Judgment should have been for plaintiff.
7. The execution of power of attorney was not proven.

POINTS.

The note upon which judgment was confessed was not the same described in the warrant of attorney. One drew 10 per cent. interest and the other six.

2. No proof was given of the execution of the power of attorney.
3. Judgment upon that power of attorney could only be confessed at the option of John W. Paddock. Record does not show that he agreed to it.
4. The judgment was for a greater amount than is claimed in the declaration.

89

Brink vs Godfrey

~~~~~  
Abstract

Filed Apr. 23<sup>rd</sup> 1861

Lorenzo Leland  
(Clerk)

State of Illinois Supreme Court  
Third Grand Division  
Robert H. Bush

Pliff in error

William Godfrey defendant

And now comes the plaintiff in error  
and demurs to the plea of defendant  
in error file herein and says that  
he ought not to be precluded from  
presenting his writ of error here-  
in on account of any thing in said  
plea contained & that he is not  
bound by law to answer said  
plea and this he is ready to verify  
wherefore he prays Judgment

B. C. Cook

for pliff in error

And now comes the said defendant  
in error & says that the said plea  
is sufficient in law

R. H. Munn  
for deft in Error



89  
Brock and Woodbury  
Summer to June

Filed April 23. 1881  
L. Deland  
Clerk

Deer and Moose

State of Illinois, Supreme Court,  
Small Cause Division,  
No. 89 April Term 1861.

William Godfrey

Defendant in Error

vs

Robert H. Bush

Plaintiff in Error

Error to

Kankakee

And the said William

Godfrey by R. M. Murray his Attorney comes  
and says that, the said Plaintiff ought not  
further to prosecute his said writ of Error  
because he says; that on the 15<sup>th</sup> day of July 1858.  
the said Robert H. Bush Exhibited his Bill  
of Complaint in Chancery against this  
defendant before the Hon. J. C. Norton then  
the Judge of the Eleventh Judicial Circuit  
of said State, and Exercising Chancery  
Jurisdiction for the County of Kankakee in  
said State, for the purpose of Enjoining  
this defendant from further proceeding  
on, and by virtue of the Judgment in  
regard to which said Plaintiff have as afore-  
said assigned the said Errors, that the said  
Judge acting and Exercising, as aforesaid,  
Chancery Jurisdiction in the premises.



on the said 15<sup>th</sup> day of July 1858. granted an order in writing for said. Injunction, and that on the 20<sup>th</sup> day of July 1858. the said Robert K Brush, Rodney Ashby & Alonzo Willack Executed and filed in the Clerk Office of said Kaukaue County, a Bond Conditioned as the Law requires, and in compliance with said Order in the penal sum of Six hundred dollars, and that on said 20<sup>th</sup> day of July 1858. the Clerk of the Circuit Court of said Kaukaue County, issued a writ of injunction, under his hand, and Seal of Office restraining, and enjoining the said Defendant from further proceeding in the premises, until the adjudication of the said proceedings in Chancery, and until the further order of said Court, and the said injunction Bill of Complaint remained pending and undetermined in said Court until the September Term 1858. at which said Term said Cause came on to be heard on the Bill answers of the parties, and the said Court upon the hearing thereof, made a decree, dissolving said injunction, and dismissed said Bill of Complaint, at the Costs of said Plaintiffs in Error. (a Copy of said Record, proceeding



and Decease, is herewith Exhibited) all of which he the said defendant is ready to verify, <sup>which</sup> ~~also~~ appears by the said Records of the said Circuit Court of the said County of Kankakee, whereby the said Error, so as aforesaid assigned by the said Plaintiff in Error, have been, won, and are released, wherefore this defendant prays Judgment if the said Robert L. Bush the plaintiff in Error, ought further to prosecute, or maintain his said writ of Error aforesaid against him the said William Goodrey, &c.

R. M. Murray  
Atty for Deft  
in Error.



No. 89

Wm Godfrey.

Stgls in Error

at

R K Bush

Stgls in Error.

\_\_\_\_\_

Plea

Filed April 17, 1861

L. Heland

Clk

See 3<sup>d</sup> Sec. 210

prop. app?

STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1860.

ROBERT K. BRUSH, *et al.*, }  
vs. } *Error to Kankakee.*  
WILLIAM GODFREY. }

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4. The judgment was for a greater amount than is claimed in the declaration.

Bush. vs. Godfrey

Abstract

Filed Apr. 28<sup>th</sup> 1861

Lorenz Island  
(Clerk)



STATE OF ILLINOIS, }  
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of Kankakee Greeting:

Because, In the record and proceedings, as also in the rendition of the judgments of a plea which was in the Circuit Court of Kankakee County, before the Judge thereof, between William Godfrey

plaintiff, and Robert K. Brink and George H. Lingham

defendants, it is said manifest error hath intervened, to the injury of the aforesaid Robert K. Brink

as we are informed by his complaints 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 judgments thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the pleas 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. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 9<sup>th</sup> day of October in the Year of Our Lord One Thousand Eight Hundred and Sixty.....

L. Leland

Clerk of the Supreme Court.

by J. B. Rie Deputy



Robert A. Brush

vs. *in plaided &c*

No. 323

vs.

*George* William Godfrey

## WRIT OF ERROR.

This Writ of Error is made a  
Supersedeas, and as such is to be  
obeyed by all concerned.

to

L. Leland

Clerk.

by J. B. Her

FILED

October 9

A. D. 1860

L. Leland

Clerk.



State of Illinois  
Sasalle County

Robert H. Bush being duly sworn  
saith on oath that he is personally acquainted  
with Christopher M. Knott that and with  
his pecuniary circumstances, that said  
Knott is in the opinion of witness is worth  
fifty thousand dollars said Knott lives  
in Randolph County Ill. and his  
property consists mostly in real estate  
in said County

R. H. Bush

Subscribed & sworn to  
before me this 1<sup>st</sup> day of  
May 1860.

N. E. Hollister  
Judge &c

89

~~393~~

Brush

Goodbye

Tell May 14, 1860  
Edmund  
Clark



State of Illinois. Supreme Court,  
No 89 Third Grand Division  
April Term 1861.

Robert H. Brink, Et al. }  
Plffs in Error } Error to  
vs }  
William Godfrey }  
Def't in Error }

Robert H. Murray one of the Attorneys  
of this Court, being duly sworn Maketh  
oath, he was, and is the Attorney of the  
defendant in Error in this case, in the  
Circuit Court of "Hankook County; and  
that the ad damnum, of the Declaration  
in the Court below, is for the sum of "Four  
Hundred dollars, and not Three  
Hundred dollars, as the copy filed in  
this Court shows, and that the Transcript  
of record herewith presented is of the  
identical suit between the same parties  
as that heretofore filed in this Court,  
and not other or different, and he  
therefore prays leave to file said record  
now presented, in this Court.

Subscribed and sworn to }  
before me this 17<sup>th</sup> day of } R. H. Murray  
April 1861. & signed att'd }  
by J. D. Rice Deputy }

No 89

Raf Bush.

Pliff in Error

15

Wm Godfrey

Leight in Error

Affidavit for  
Leave to file records.

Filed Oct. 7. 1861

L. Leland  
Clk.







That the diminution consists in this. That <sup>in</sup> the Record upon the files contains the ad damnum of the Declaration set out is three Hundred Dollars whereas it should be the sum of four Hundred. But by a comparison of the two records the Court will observe that the Declaration set out in the proffered Record has attached to it what purports to be a Cognovit or plea whereas the Record on the files contains nothing of the kind -

The proffered Record therefore is not a true record upon the showing of Deft -

Even if it did not affirmatively appear that the proffered Record was incorrect this Court would not assume it to be perfect but would send it's writ to the Court below where both parties could be heard before a Tribunal

The suggestions made upon this subject in No. 77. are in point here -

Geo. B. Campbell



89

Brush

Godfrey

Suggestions by  
Pltff in opposition  
to motion to  
Suppress Record

Godfrey } Supreme Court 3<sup>d</sup> Grand  
at } Session April Term 1861.  
Bush E. et al } Error & Kentucky

Suggestions against the allowance  
of the motion, of the Plff in Error  
made & filed this 19<sup>th</sup> day of April 1861,  
founded on the Affidavit of R K Bush.

State of Illinois }  
LaSalle County } H. Robert Murray, being first  
duly sworn, says on oath, that he was  
the Attorney of William Godfrey, who  
drafted, signed, & filed, in the Clerk's  
office of the Circuit Court of Kentucky  
County, on the 12<sup>th</sup> day of April 1858.  
The declaration referred to in said  
Bushes Affidavit; and that the amount  
claimed and inserted by this affiant  
in said declaration, as the Plaintiff's  
damages, at and before said  
declaration was filed with said  
Clerk; was, Four Hundred dollars;  
and that no attention has been  
made, by any person ~~since~~ of said  
declaration. Since the same was



filed in said Clerk's office nor  
since the Judgment was rendered  
by the Court in the case;

And that on the ~~12<sup>th</sup>~~<sup>22<sup>d</sup></sup> of April 1858 this  
affiant filed in the office of said  
Clerk his Process for an Execution  
to issue on said Judgment; and the  
Clerk on said day issued an Execution  
which was placed in the hands of  
the Sheriff of said County, and by  
him levied on 4 head of Horse  
as the property of said Brush on the  
12<sup>th</sup> day of May following, and on the  
15<sup>th</sup> day of July 1858. said Brush presented  
his Bill for an injunction to the Hon  
J. C. Norton Judge, & obtained an order  
for an injunction; that on 20<sup>th</sup> day of  
July 1858. said Brush filed his said  
Bill of Complaint with the Clerk  
of said Circuit Court, & caused his  
order of injunction to issue; in which Bill  
of Complaint, is stated as one of  
his causes of Complaint, that the  
Damages claimed in the said Decla-  
-ration, was Three Hundred & Dollars



filed in said Clerk's office nor  
since the Judgment was rendered  
by the Court in the case;

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Clerk his Process for an Execution  
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which was placed in the hands of  
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his Bill for an injunction to the Hon  
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order of injunction to issue; in which Bill  
of Complaint, is stated as one of  
his causes of Complaint, that the  
Damages claimed in the said Decla-  
-ration, was Three Hundred & Dollars



and no more; (See Page 4. of Record  
filed, with Plea; in this Cause in this  
Court) and, other Causes stated in  
said Bill of Complaint; being the  
same as those assigned for Error  
on the record in this Cause; See Page  
22. of said of said Record in the answer  
of William Godpy to said Bill of Complaint  
See Page 34 & 35. of said Record filed  
with Plea;

See Page 52. of said Record, that by  
the Judgment, and Decree of  
the Circuit Court of Kentucky  
County; the Judgment at Law in  
this Cause was by said Decree  
to be in full force;

And further that all Questions  
in relation to the Declaration  
set out in this record, was  
fully and fairly considered  
and adjudicated upon, and  
determined by said Decree,  
which adjudication & Decree  
now remains in full force  
and Virtue; And further that  
at the hearing of said Bill of  
Declaration. Since no answer was



Complaint & injunction, the said  
Robert H. Bush. presented  
and read to the Court, an Affidavit,  
in substance the same as  
the one heretofore filed, in relation to  
the alleged alteration of said  
Declaration; which said affidavit  
was duly considered by the Court  
before making the said decree;

Subscribed & sworn to } R. H. Murray,  
before me this 19<sup>th</sup> day  
of April 1861.

L. Island Clerk.

- 1<sup>st</sup> Because, the subject matter in said  
Affidavit stated has been fully adjudicated  
upon in a suit in Chancery, see 3<sup>d</sup> term R. 210
- 2<sup>d</sup> Because, it would be a perfect denial  
of Justice to delay the hearing of this  
Cause for another year;
- 3<sup>d</sup> Because, If this Court has any doubts  
about the word from in the Declaration  
I can procure the affidavit of H. Loring, the  
attorney who filed the original & saw  
the word from entered in the  
book.

No. 89

Goodman  
att

Bush

Suggestion, against  
the allowance of the  
affidavit, filed  
April 19<sup>th</sup> 1861.

Filed April 19, 1861.  
L. Island

Atty. Gen.  
Sept 1861  
2-11-61



Robert K. Brush et al  
vs  
William Godfrey

error to Kankakee

State of Illinois  
Sasale County Is

Geo. B. Campbell being

first duly sworn says on oath that  
the Affidavit of Robert K. Brush here  
with filed was received by him by  
the noon train on the 18th of April 1861  
after the order allowing an addi-  
tional transcript to be filed in  
said Cause had been entered  
where he is ~~kind of~~ Counsel  
for Plaintiff in Error in said  
Cause

Geo. B. Campbell

And now comes the said Plff in  
Error by Campbell their atty &  
enter their motion herein to set  
aside the order heretofore en-  
tered allowing the Defendants  
in Error to file a second trans-  
cript in lieu of the one originally  
filed in said Cause and to  
award a writ of Certiorari to  
the Court below to certify

This affidavit not sworn  
to.

a full, perfect & true record  
in said Cause and return  
the same to this Court -

W.B. Campbell  
of Counsel for  
Pltffs in Error.



Robert K Brush &

George H. Ingham - Plaintiff in Error }

vs

William Cadfry Defendant in Error }

State of Illinois Cook County ss. } Robert K Brush  
being first duly sworn upon his oath says  
he is one of the Plaintiffs in error in the above  
entitled suit now pending in the Supreme  
Court of the State of Illinois. That at the  
April Term A.D. 1858. of the Kaukaue County  
Circuit Court held at Kaukaue City in  
said County of Kaukaue, William  
Cadfry obtained <sup>in said court</sup> a judgment by Confe-  
sion (on a judgment note) against this officer  
(Robert K Brush) and George H. Ingham  
for the sum of three hundred and forty  
six Dollars and                      Cents or there abouts  
on which said judgment an execution  
was issued and delivered to the Sheriff of  
said Kaukaue County. About two Mon-  
ths after the said judgment was obtained  
and while the execution issued as aforesaid  
was in the hands of the said Sheriff, this officer



had occasion to examine the records of said  
judgment and the papers filed in said cause  
and ~~upon the examination of the same~~<sup>where</sup>  
he observed that the Damages laid in the  
Conclusion of the Declaration filed in  
said Cause was Three hundred Dollars  
and no more and then and particularly  
observed that the Damages so mentioned  
~~expressed in~~ said Declaration was much less than  
the amount of the Judgment rendered  
in said Cause against the said Defendants.

And affiant further says that at the  
time of the examination ~~as of~~ said the  
amount of the Damage expressed in the  
Conclusion of said Declaration, was "Three  
hundred Dollars" and no alteration or  
omission of this part of said Decl-  
aration had been made <sup>at that time</sup>. But affiant  
says that since the examination of the  
records of said Judgment & papers filed  
in said Cause. Some person (unknown to  
this affiant has changed the said Decl-  
aration in this particular, intending (affiant  
thinks) to make the Damage therein expressed  
~~read~~ Four hundred Dollars in stead of Three  
hundred Dollars as it plainly did  
when affiant examined the records of  
said Judgment as above mentioned

And affiant further says that



while the Transcript of the record of said  
Judgment was being made out. (upon  
which Transcript of the Record the writ of  
Error in the above entitled Cause was  
issued) at the office of the Clerk of the  
said Circuit Court. Phillip Worcester  
who was then ~~Clerk~~ of said Court. was  
asked by his Deputy Clerk  
what in his opinion was the amount  
of the Damage mentioned in the Decla-  
-ration of said Declaration. The said  
Worcester upon examination of said  
Declaration then told the said Deputy  
that the Damages in said Declaration  
were laid at Three hundred Dollars  
and it was copied into ~~the~~ Transcript  
and Certified to by said Deputy.

And affiant further says, that  
the said Phillip Worcester <sup>(since the issuing of said writ of Error)</sup> has purch-  
-ased said Judgment of William Ladby  
the Plaintiff therein and is now the owner  
of the same.

Robert K. Brusk

Subscribed and sworn to  
before me this <sup>17<sup>th</sup></sup> ~~14<sup>th</sup>~~ day of  
April A.D. 1861,

J. L. Milkers  
Justice of the peace



89-

Robert H Brush  
et al  
vs

William Godfrey  
affidavits &  
motion  
on

Filed Apr 19/1861  
S. Leland  
Clerk



# The People of the State of Illinois.

God Free and Independent.

By the Grace of

Greeting !!!

To all to whom these presents shall come

Know Ye That we having caused to be inspected the Records and proceedings of our Circuit Court in and for our County of Kankakee. do find now remaining in the office of our Clerk of our said Court certain Records and proceedings in the words and figures following To Wit:

" United States of America

" State of Illinois SS:

" Kankakee County

" I was before the Honorable Charles R. Starr Judge of the

" Twentieth Judicial Circuit of the State of Illinois at a

" Regular Term began and held at the Court House in Kankakee

" City on the first Monday of April the same being the fifth day

" of said month of April in the year of our Lord one thousand eight

" hundred and fifty eight. and of the Independence of the

" United States the Eighty Second.

" Present the Hon Charles R. Starr Judge as aforesaid

" Simon de Witt State Attorney of the 20 Judicial Circuit

" Francis Desquis Sheriff of Kankakee County

" Philip Worcester Clerk of Kankakee Co Circuit Court

And afterwards

To Wit, on the Twelfth day of April in the year A.D. 1858.

William Godfrey did by R. N. Murray his Attorney file

with the Clerk of our said Court in open Court, a certain

Note Warrant of Attorney declaration and Cognovit in

the words and figures following To Wit,

(Note and warrant of attorney)

" \$10.

" Nov 20<sup>th</sup> 1857

" ninety days after date for value received & promise to pay

" to Wm Godfrey or order at Kankakee City Ill Three



"hundred & ten dollars with interest at ten per cent per  
"annum being for borrowed money."

"R. K. Burt"

"Geo. H. Engham"

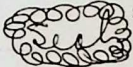
"Know all men by these presents That whereas I the Sub-  
"scribe am justly indebted unto Wm Godfrey upon a  
"certain promissory note bearing even date herewith for  
"the sum of Three hundred & ten dollars made payable to the  
"said Wm Godfrey or order and due ninety days after  
"the date thereof with interest."

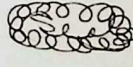
"Now therefore In Consideration of the premises and of the  
"sum of one dollar to me in hand paid the Receipt whereof is  
"hereby acknowledged I do hereby make constitute and  
"appoint John W. Laddock or any Attorney of any Court  
"of Record to be my true and lawful Attorney - irrevocably for me  
"and in my name place and stead to enter my appearance -  
"before any Justice of the Peace or in any Court of Record in any  
"of the States or Territories of the United States or Elsewhere either  
"in term or vacation at any time from and after the date  
"hereof at the option of the said John W. Laddock to waive  
"service of Process and Confess a Judgment in favor of  
"said Wm Godfrey or his Assigns or legal representatives  
"upon the said note for the above sum - or for as much as appears  
"to be due according to the tenor and effect of said note with interest  
"thereon at the rate aforesaid together with Attorneys fees of Twenty five  
"dollars - And my said Attorney is also authorized in my behalf  
"to file a Cognovit for the amount that may be so due with  
"an agreement therein that no writ of Error or appeal shall  
"be prosecuted - nor any Bill in equity filed to interfere in any  
"manner with the operation of any Judgment that may be  
"entered by virtue hereof - and also to release all errors that  
"may intervene in the entering upon of the said Judgment or  
"issuing execution immediately thereon. Hereby ratifying  
"and confirming all that my said Attorney may do by virtue hereof



" Witness my hand and seal at Kankakee City this Thirtieth  
" day of November A. D. 1857."

" In Presence of -"

" R. K. Bush 

" Geo. H. Lughans 

" State of Illinois

" Kankakee County JSS = " Alfred S. Perry being duly sworn

" says he knows the hand writing of

" Robert K. Bush & George H. Lughans the makers of the above

" note & Power of Attorney - and that the Signatures thereof

" attached are Genuine -

" A. S. Perry

" Subscribed & sworn to before me

" this 12<sup>th</sup> day of April 1858 Ada Bartlett L.P.B. =



STATE OF ILLINOIS, } ss. Circuit Court, *of the April*  
KANKAKEE COUNTY, } Term, A. D. 1858.

*William Godfrey*  
Plaintiff in this suit, by *R. N. Murray*, his attorney, come S and complain S of

*Robert K. Bush and George H. Ingham*  
Defendant S in this suit of a plea of trespass on the case on promises: For, that whereas, the said defendant S heretofore to wit: on the *thirtieth* day of *November* A. D. 1857, at *Kankakee* in the County of *Kankakee*

in said State, to wit: at *Kankakee City* in the county of Kankakee, aforesaid, made *their* certain Promisory Note, in writing, by *them* subscribed, bearing date the day and year last aforesaid, and then and there delivered the same to said Plaintiff, and thereby then and there promised the said Plaintiff *under the name style and description of R. K. Bush & G. H. Ingham*

to pay, *him* *ninety days* after date thereof, the sum of

*three hundred and ten* Dollars, and *Cents*, with interest at ten per cent per annum which period has now elapsed

But although the said Note hath become due, and the said Defendant S have been requested to pay the same to said Plaintiff, They have refused so to do, and still refuse to wit: at *Kankakee City in the County and State of Illinois* aforesaid, to the damage of said Plaintiff of *three hundred* Dollars, and *Cents*; and therefore he bring suit, &c.

*R. N. Murray*  
Plaintiff's Attorney.

STATE OF ILLINOIS, } ss. Circuit Court, *of the April*  
KANKAKEE COUNTY, } Term, A. D. 1858.

*Robert K. Bush & George H. Ingham*

ads.

Cognovit.

*William Godfrey*

AND the said *Robert K. Bush & George H. Ingham* Defendant S, in the above entitled suit, by *Harison Loring* *their* attorney, come and defend the wrong and injury, when, &c., and waive service of process, and say that he cannot deny the action of the said Plaintiff, nor but that *they*, the Defendant S, did undertake and promise, in manner and form as the said Plaintiff hath thereof above complained against *them*, nor but that the said Plaintiff has sustained damages on occasion of the non-performance of the several promises and undertakings in the said declaration mentioned, including the sum of *twenty five* Dollars, for *his* reasonable attorney's fees for entering up this judgment, over and above *the* other costs and charges by *him* about *his* suit in this behalf expended, to the sum of *three hundred & forty six* Dollars and *twenty eight* Cents; and the said Defendant S further agree that no writ of error or appeal shall be prosecuted on the judgment entered by virtue hereof, nor any bill of equity filed to interfere in any manner with the operation of said judgment, and that *they* hereby release all errors that may intervene in entering up the same.

*H. Loring*  
Defendant's Attorney.



Copy of note ended on

Nov 30<sup>th</sup> 1858.

\$310.

Twenty days after date for value received  
I promise to pay to Wm Godfrey or order at  
Hankakee City Ill. Three hundred & Ten dollars  
with interest at ten percent per annum - being  
for borrowed money.

Proved

R. K. Buech  
Geo. H. Ingraham

~~NAR AND COGNOVIT~~

And you last aforesaid the same being one of the regular days  
of the April Term of said Court for said year A.D. 1858. and the  
said Court being then duly organized and sitting in open Court  
for the transaction of business the foregoing proceedings were had  
and entered of Record by the said Court Clerk,

~~Proved~~ A.D. 1858.

~~Proved~~ A.D. 1858.



" William Godfrey  
" 204. vs Crokovit

" Robert K. Bruch & George H. Duhamel

" And now at this day

" Comes the said Plaintiff by R. K.

" Murray his Attorney and files his declaration against the said  
" defendants in this Cause. And the Court being fully advised in  
" the premises it is ordered that said defendants do file their  
" plea herein to said plaintiffs declaration in this cause  
" instant. Whereupon Comes H. Loring Attorney for said defendants  
" and file their plea in this Cause. And also their warrant of  
" attorney verified by affidavit. And there the said defen-  
" dants by their Attorney aforesaid acknowledge that they did  
" undertake and promise in manner and form as the said plain-  
" tiff hath thereof complained against them in his said declaration in  
" this Cause. And Confess that said plaintiff has sustained damages  
" against them by reason of the non performance of the same to  
" the sum of Three hundred and forty six dollars and Twenty eight  
" Cents. Whereupon it is ordered by the Court that said plaintiff do have  
" judgment against the said defendants for his damages aforesaid

" It is thereupon considered by  
" the Court that said Plaintiff do recover of said defendants his  
" damages aforesaid Confessed to the sum of Three hundred and  
" forty six dollars and Twenty eight Cents together with his costs  
" and charges by him about his suit in this behalf expended and  
" that he do have execution therefor."

State of Illinois

Hankook County ss I Philip Worcester Clerk of the Circuit Court in and  
for said County in the State aforesaid. do hereby certify  
the above and foregoing to be a full true and perfect transcript of the  
recd. of the proceedings of the Hankook County Circuit Court in a  
certain Cause lately pending in said Court wherein William Godfrey  
was plaintiff and Robert K. Bruch and George H. Duhamel were  
defendants. as appears from the records and files of said Court  
now remaining in my said Office.

Attest my hand and the seal of our said Court



hereto affixed at office in Worcester City in  
the County and State aforesaid this 9<sup>th</sup> day of April  
A.D. 1860.

Worcester Clerk  
By A.M. Woolley dep

And the said Robert H. Bush, now comes  
and says, that in the record, and proceedings aforesaid, there  
is error in this to wit,

I. That the declaration aforesaid, and the matters  
therein contained, are not sufficient in law to maintain said  
action.

II. That said declaration ~~lays~~ says the damages at Three  
Hundred Dollars, while judgment was rendered for \$346<sup>28</sup>/<sub>100</sub> -

III. That the said William Godfrey, recovered judgment  
for Three Hundred and Forty Six Dollars and Twenty Eight cents  
against said defendants, when he only claimed in his  
said declaration the sum of Three Hundred Dollars  
for his damages.

IV. That said warrant of Attorney provides that  
service of process, and confession of judgment should  
only be made at the option of John W. Paddock, and ~~does~~  
~~not show~~ said record does not show, that the waiving of  
the service of process, and confessing of said judgment  
was at the option of said Paddock.

V. That said judgment includes attorneys fees of  
Twenty five dollars.

VI. That said writ was given in favor of said plaintiff, when by the  
laws of the land it should not have been given in favor of  
said plaintiff.

Wherefore the said Robert H. Bush, prays that  
a writ of error and ~~superseas~~ may issue, and that said judgment  
may be reversed, and that he may be restored to all things he  
may have lost by reason thereof.

By P. P. Corfield,  
Clerk in error His Atty.

Filed for record  
1860

89  
Re- filed May 12, 1860  
L. deland Clerk.

373  
William Godfrey,  
vs

Robert H. Bush & George A. Brigham



Know all Men by these Presents, That <sup>He</sup> Robert K. Brush

\_\_\_\_\_ as principal, and Christopher  
W. Knott \_\_\_\_\_ as security, are held and firmly bound  
unto William Godfrey \_\_\_\_\_

in the penal sum of five hundred (\$500) dollars \_\_\_\_\_  
good and lawful money of the United States, for the payment of which, well and truly  
to be made, ~~the said~~ we \_\_\_\_\_

\_\_\_\_\_ bind ourselves our heirs, executors and administrators,  
jointly, severally and firmly by these Presents.

Witness, our hands and seals \_\_\_\_\_

this Eighth day of October A. D. 1860

The Condition of the above Obligation is such, That, whereas the above named  
William Godfrey \_\_\_\_\_

did, at the April Term of the Circuit \_\_\_\_\_ Court,  
\_\_\_\_\_ held in and for the County of Kan Raker in the  
State of Illinois, A. D. 1858 recover a judgment against the above bounden Robert  
K. Brush and George H. Lingham \_\_\_\_\_

\_\_\_\_\_ for the sum of three hundred  
and forty six dollars and twenty eight cents and costs  
of suit \_\_\_\_\_ to reverse which said judgment, the  
said Robert K. Brush \_\_\_\_\_

has sued out a Writ of Error from the Supreme Court, within and for the Third  
Grand Division of said State, which Writ of Error is made a Supersedeas. Now if the  
said Robert K. Brush \_\_\_\_\_

shall duly prosecute said Writ of Error, and pay, or cause to be paid, the amount of said  
judgment, and all judgments, costs, interest and damages which the said Supreme Court  
shall adjudge against him \_\_\_\_\_

\_\_\_\_\_ and abide the order and judgment of said Su-  
preme Court in this behalf, then this obligation is to be void, otherwise to remain in full  
force and effect.

Robert K. Brush

C. W. Knott

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]



89

No.

SUPREME COURT,

THIRD GRAND DIVISION.

Robert H. Brush

vs.

William Godfrey

SUPERSEDEAS BOND.

Filed October 9 1860

L. Leland Clerk.



The People of the State of Illinois  
By the Grace of God  
Free and Independent

To all to whom these presents  
shall come greeting

Know Be That we having caused  
to be inspected the records and proceedings now  
remaining in the office of our Clerk of our  
S<sup>aid</sup> Circuit Court in and for our County  
of Franklee Do find certain Records and proceed-  
ings in the words and figures following To Wit

Monday April 5<sup>th</sup> 1858

Franklee County Circuit Court  
April Term A D 1858

United States of America

State of Illinois

Franklee County

Pleas before the  
Honorable Charles R Starr Judge of the Twentieth  
Judicial Circuit of the State of Illinois at  
a regular Term began and held at the Court  
House in Franklee City on the first Monday  
of April the same being the fifth day of said  
month of April in the year of our Lord one  
thousand eight hundred and fifty eight and  
of the Independence of the United States the  
Eighty second

Present

The Hon Charles R Starr Judge as aforesaid  
Simon (Vern) State Attorney of the 20<sup>th</sup> Judicial Circuit



Francis Sequin Sheriff of Hankatee County  
Philip Worcester Clerk of Hankatee Circuit Court

and afterwards to wit on the twelfth  
day of April A D 1858 comes William Godfrey by R N Murray  
his Attorney and files in the office of our clerk of our  
Circuit Court a certain promissory Note and warrant of  
Attorney in the words and figures following to wit:

\$310

Nov 30<sup>th</sup> 1857

Ninety days after date for value received I  
promise to pay to Wm Godfrey or order at Hankatee  
City All Three hundred & Ten Dollars with interest  
at ten per cent per Annum being for borrowed money

R N Brush

Geo H Ingkham

Know all men by these presents that whereas I the  
subscriber and justly indebted unto Wm Godfrey upon  
a certain promissory Note bearing even date herewith  
for the sum of Three hundred & ten Dollars made  
payable to the said Wm Godfrey or order and due  
Ninety days after the date thereof with interest  
Now Therefore in consideration of the premises and  
of the sum of One Dollar to me in hand paid the  
receipt whereof is hereby acknowledged I do hereby  
make constitute and appoint John W Paddock  
or any Attorney of any Court of record to be my true  
and lawful Attorney irrevocably for me and in my  
name place and stead to enter my appearance before



any Justice of the Peace or in any court of record in  
any of the States or Territories of the United States or  
elsewhere either in term or vacation at any time  
from and after the date hereof at the option of the  
said John W Paddock to receive service of process  
and confess a judgment in favor of said Wm Godfrey  
or his assigns or legal representatives upon the said  
note for the above sum or for as much as  
appears to be due according to the tenor and effect  
of said note with interest thereon at the rate  
aforesaid together with attorneys fees of twenty  
five Dollars And my said Attorney is also author-  
ized in my behalf to file a cognovit for the  
amount that may be so due with an agreement  
therein that no writ of error or appeal shall be  
prosecuted nor any bill in equity filed to interfere  
in any manner with the operation of any  
Judgment that may be entered by virtue hereof  
and also to release all errors that may intervene  
in the entering upon of the said Judgment  
or issuing execution immediately thereon

Hereby ratifying and confirming all that my  
said Attorney may do by virtue hereof

Witness my hand and seal at Kennebunk City  
this Thirtieth day of November A D 1887

In presence of 3

R R Brush *attorney*  
Geo H Ingham *attorney*

And also at the same time the said Plaintiff  
by his said Attorney files the affidavit of J B Perry



proving the execution of the said note and warrant  
of Attorney in the words and figures following to wit,  
State of Illinois  
Franklin County. Alfred S Perry being duly sworn  
says he knows the handwriting of Robert R Brush  
& George H Ingham the makers of the above note  
& power of Attorney and that the signatures thereunto  
attached are genuine

A S Perry

Subscribed & sworn to  
before me this 12<sup>th</sup> day of  
April 1858

Ara Bartlett J.P.

On the back of which said paper is endorsed the  
following To wit  
on the note "William Godfrey" and the following  
also appears to wit "Filed April 12/58  
P Worcester Clerk"

and afterwards to wit on the day and year  
last aforesaid the said Plaintiff by his said  
Attorney files his certain declaration in the words  
and figures following To wit

For and against  
State of Illinois  
Franklin County. Circuit Court of the  
April Term A.D. 1858

William Godfrey Plaintiff in this  
suit by R N Murray his Attorney comes



and complains of Robert R Brush and George  
H Ingham Defendants in this suit of a plea of  
Trespass on the case on promises for that whereas  
the said defendants heretofore to wit on the  
Thirtieth (30) day of November A D 1857 at Hankakee  
in the County of Hankakee in said State to wit  
at Hankakee City in the County of Hankakee  
aforesaid made their certain promissory Note  
in Writing by them subscribed bearing date the  
day and year last aforesaid and then and there  
delivered the same to said Plaintiff and thereby  
then and there promised the said Plaintiff under  
the name title and description of R R Brush  
Geo H Ingham to pay him ninety days after  
date thereof the sum of Three hundred and  
Ten Dollars with interest at Ten per cent per  
annum which period has now elapsed

But although the said Note hath become due  
and the said Defendants have been requested  
to pay the same to said Plaintiff they have  
refused so to do and still refuse to wit at  
Hankakee City in the County and State aforesaid  
to the damage of said Plaintiff of Four  
Hundred Dollars and therefore he brings  
suit &c

R A Murray  
Plaintiff's attorney

State of Illinois  
Hankakee County vs Circuit Court of the  
April Term A D 1858



Robert R Brush  
& George H Ingham  
ads } Cognovit  
William Godfrey }

And the said Robert R Brush & George H Ingham Defendants in the above entitled suit by Harrison Loring their attorney comes and defends the wrong and injury when &c and receive service of process and say that he cannot deny the action of the said Plaintiff nor but that they the Defendants did undertake and promise in manner and form as the said Plaintiff hath thereof <sup>above</sup> complained against them nor but that the said Plaintiff has sustained damages on occasion of the non performance of the several promises and undertakings in the said declaration mentioned including the sum of Twenty five Dollars for his reasonable attorneys fees for entering up this judgment over and above the ~~costs~~ other costs and charges by him about his suit in this behalf expended to the sum of Three hundred & Forty Six Dollars and twenty eight cents and the said Defendants further agree that no writ of error or appeal shall be prosecuted on the judgment entered by virtue hereof nor any bill of equity filed to interfere in any manner with the operation of said judgment and that they hereby release all errors that may intervene in entering up the same H Loring Defendants attorney



on the back of which is endorsed the following  
to wit:

Copy of note sued on  
\$ 310. Nov 30<sup>th</sup> 1858

Ninety days after date for value received I  
promise to pay to Wm Godfrey or order at Franklins  
City Ills Three hundred & Ten Dollars with interest  
at ten percent per annum being for borrowed  
Money "R R Brush"

Signed

Geo H Ingham

and the following also appears to be endorsed  
to wit "204 "Nag and Cognovit"

"William Godfrey vs Robert R Brush & George H Ingham"

"Filed April 12/58 P Worcester Clerk"

"R S Murray Plffs Atty" "H Loring Defts Atty"  
afterwards to wit on the twelfth day of April

in the year last aforesaid it being one of the regular  
days of said April Term of said Court for said  
year AD 1858 aforesaid and the said Court being  
then duly organized as aforesaid the following  
proceedings were had and entered of Record by  
the said Court in the words and figures following  
to wit:

204 William Godfrey }  
vs } Cognovit  
Robert R Brush &

George H Ingham } And now at this day comes  
the said Plaintiff by R S Murray his Atty and



files his declaration against the said Defendants in  
this cause And the Court being fully advised in the  
premises It is ordered that said Defendants do file  
their plea herein to said Plaintiffs declaration in  
this cause instantly There<sup>upon</sup> comes H Loring Attorney  
for said Defendants and file their plea in this  
cause and also their warrant of Attorney verified by  
affidavit and they the said Defendants by their  
Attorney aforesaid acknowledge that they did undertake  
and promise in manner and form as the said Plaintiff  
hath thereof complained against them in his said  
declaration in this cause and confess that said Plaintiff  
has sustained damages against them by reason  
of the non performance of the same to the sum of  
Three hundred and forty six dollars and twenty eight  
cents Thereupon it is ordered by the Court that  
said Plaintiff do have judgment against the  
said Defendants for his damages aforesaid

It is thereupon considered by the Court that said  
Plaintiff do recover of said Defendants his damages  
aforesaid confessed to the sum of Three hundred  
and forty six dollars and twenty eight cents  
together with his costs and charges by him about  
his suit in this behalf expended and that he  
do have execution therefor



State of Illinois }  
Franklin County }

I Elon Curtis Clerk  
of the Circuit Court in and for the said  
County do hereby certify the above and  
foregoing to be a full true and perfect  
transcript of the records of the proceedings  
of the circuit court of said County in  
a certain cause lately depending in said  
court wherein William Godfrey was  
Plaintiff and Robert L. Brush and  
George W. Ingham were defendants as  
appears from the records and files of said  
circuit court now in my said Office  
attest my hand and the Seal  
of our said Court hereunto  
affixed at Franklin City in  
said County this 15<sup>th</sup> day of  
April A.D. 1861

Elon Curtis Clerk



No. 89

Wm Godfrey

R<sup>d</sup> L. Bush  
& Geo & Leijhann

Long Record

Filed April 18, 1861  
L. Island  
Ch.



STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1860.

ROBERT K. BRUSH, *et al.*, }  
vs. } *Error to Kankakee.*  
WILLIAM GODFREY.

*Page of Rec.*

THIS was a confession of judgment, by virtue of a power of attorney, upon a note for \$310, executed by Brush and Ingraham to Godfrey, dated Nov. 30, 1857, payable ninety days after date, with interest at 10 per cent.

- 2 The power of attorney filed, recites that the owners are justly indebted to Godfrey, upon a note for \$310, bearing even date, due ninety days from date, *with interest*. The *rate* of interest is not stated.

The power of attorney authorizes John W. Paddock, or any attorney of any Court of Record, to appear before any Court of Record, either in term time or vacation, at any time after the *date*, *at the option of said John W. Paddock*, waive service of process and confess, &c.

- 3 The following affidavit appears in the record, but there is no other evidence that it was ever filed in said Court.

STATE OF ILLINOIS, }  
Kankakee County, } ss Alfred S. Perry, being first duly sworn,  
says he knows the handwriting of Robert K. Brush and George H. Ingraham, the makers of the above note and power of attorney, and that their signatures thereto attached are genuine. A. C. PERRY.

- 4 Narr. in usual form, upon a note for \$310, due ninety days, with *ten per cent. interest*. Damages claimed, \$310.

Cognovit, confessing judgment for \$346.28, signed by H. Loring, defendant's attorney.

- 5 Judgment for \$346.28 and costs.

6

*Errors Assigned.*

1. The declaration is not sufficient.
- 2 and 3. The judgment was for a greater sum than that claimed in narr.
4. The warrant of attorney only authorized a confession of judgment at the option of John W. Paddock, and he did not confess it.
5. Judgment for too much.
6. Judgment should have been for plaintiff.
7. The execution of power of attorney was not proven.



## POINTS.

The note upon which judgment was confessed was not the same described in the warrant of attorney. One drew 10 per cent. interest and the other six.

2. No proof was given of the execution of the power of attorney.

3. Judgment upon that power of attorney could only be confessed at the option of John W. Paddock. Record does not show that he agreed to it.

4. The judgment was for a greater amount than is claimed in the declaration.



393 89

Shaw  
by  
G. S. Perry

Superior  
California - Bonds  
in \$500



STATE OF ILLINOIS, SUPREME COURT,  
THIRD GRAND DIVISION,  
APRIL TERM, 1860.

ROBERT K. BRUSH, *et al.*, }  
vs. } *Error to Kankakee.*  
WILLIAM GODFREY. }

Page of Rec.

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The power of attorney authorizes John W. Paddock, or any attorney of any Court of Record, to appear before any Court of Record, either in term time or vacation, at any time after the *date*, *at the option of said John W. Paddock*, waive service of process and confess, &c.

- 3 The following affidavit appears in the record, but there is no other evidence that it was ever filed in said Court.

STATE OF ILLINOIS, }  
Kankakee County, } ss Alfred S. Perry, being first duly sworn,  
says he knows the handwriting of Robert K. Brush and George H. Ingraham, the makers of the above note and power of attorney, and that their signatures thereto attached are genuine. A. C. PERRY.

- 4 Narr. in usual form, upon a note for \$310, due ninety days, with *ten per cent. interest*. Damages claimed, \$310.

Cognovit, confessing judgment for \$346.28, signed by H. Loring, defendant's attorney.

- 5 Judgment for \$346.28 and costs.

6

*Errors Assigned.*

1. The declaration is not sufficient.
- 2 and 3. The judgment was for a greater sum than that claimed in narr.
4. The warrant of attorney only authorized a confession of judgment at the option of John W. Paddock, and he did not confess it.
5. Judgment for too much.
6. Judgment should have been for plaintiff.
7. The execution of power of attorney was not proven.



## POINTS.

The note upon which judgment was confessed was not the same described in the warrant of attorney. One drew 10 per cent, interest and the other six.

2. No proof was given of the execution of the power of attorney.
3. Judgment upon that power of attorney could only be confessed at the option of John W. Paddock. Record does not show that he agreed to it.
4. The judgment was for a greater amount than is claimed in the declaration.



Brink v Godfrey

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Abstract

Filed April 23. 1861

L. Leland  
Clerk



STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1860.

ROBERT K. BRUSH, *et al.*, }  
vs. } *Error to Kankakee.*  
WILLIAM GODFREY. }

*Page of Rec.*

THIS was a confession of judgment, by virtue of a power of attorney, upon a note for \$310, executed by Brush and Ingraham to Godfrey, dated Nov. 30, 1857, payable ninety days after date, with interest at 10 per cent.

- 2 The power of attorney filed, recites that the owners are justly indebted to Godfrey, upon a note for \$310, bearing even date, due ninety days from date, *with interest*. The *rate* of interest is not stated.

The power of attorney authorizes John W. Paddock, or any attorney of any Court of Record, to appear before any Court of Record, either in term time or vacation, at any time after the *date*, at the *option* of said John W. Paddock, waive service of process and confess, &c.

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STATE OF ILLINOIS, }  
Kankakee County, } ss Alfred S. Perry, being first duly sworn,  
says he knows the handwriting of Robert K. Brush and George H. Ingraham, the makers of the above note and power of attorney, and that their signatures thereto attached are genuine. A. C. PERRY.

- 4 Narr. in usual form, upon a note for \$310, due ninety days, with *ten per cent. interest*. Damages claimed, \$310.

Cognovit, confessing judgment for \$346.28, signed by H. Loring, defendant's attorney.

- 5 Judgment for \$346.28 and costs.

6

*Errors Assigned.*

1. The declaration is not sufficient.
- 2 and 3. The judgment was for a greater sum than that claimed in narr.
4. The warrant of attorney only authorized a confession of judgment at the option of John W. Paddeck, and he did not confess it.
5. Judgment for too much.
6. Judgment should have been for plaintiff.
7. The execution of power of attorney was not proven.



## POINTS.

The note upon which judgment was confessed was not the same described in the warrant of attorney. One drew 10 per cent, interest and the other six.

2. No proof was given of the execution of the power of attorney.
3. Judgment upon that power of attorney could only be confessed at the option of John W. Paddock. Record does not show that he agreed to it.
4. The judgment was for a greater amount than is claimed in the declaration.



<sup>89</sup>  
Brush

0 ~~#62~~

Godfrey

abstracts

Filed Apr. 2<sup>nd</sup> 1861

Louisa Leland

Clerk



STATE OF ILLINOIS, SUPREME COURT,  
THIRD GRAND DIVISION,  
APRIL TERM, 1860.

ROBERT K. BRUSH, *et al.*, }  
*vs.* } *Error to Kankakee.*  
WILLIAM GODFREY. }

*Page of Rec.*

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The power of attorney authorizes John W. Paddock, or any attorney of any Court of Record, to appear before any Court of Record, either in term time or vacation, at any time after the *date*, *at the option of said John W. Paddock*, waive service of process and confess, &c.

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STATE OF ILLINOIS, }  
Kankakee County, } ss Alfred S. Perry, being first duly sworn,  
says he knows the handwriting of Robert K. Brush and George H. Ingraham, the makers of the above note and power of attorney, and that their signatures thereto attached are genuine. A. C. PERRY.

- 4 Narr. in usual form, upon a note for \$310, due ninety days, with *ten per cent. interest*. Damages claimed, \$310.

Cognovit, confessing judgment for \$346.28, signed by H. Loring, defendant's attorney.

- 5 Judgment for \$346.28 and costs.

6 *Errors Assigned.*

1. The declaration is not sufficient.
- 2 and 3. The judgment was for a greater sum than that claimed in narr.
4. The warrant of attorney only authorized a confession of judgment at the option of John W. Paddock, and he did not confess it.
5. Judgment for too much.
6. Judgment should have been for plaintiff.
7. The execution of power of attorney was not proven.



## POINTS.

The note upon which judgment was confessed was not the same described in the warrant of attorney. One drew 10 per cent, interest and the other six.

2. No proof was given of the execution of the power of attorney.

3. Judgment upon that power of attorney could only be confessed at the option of John W. Paddock. Record does not show that he agreed to it.

4. The judgment was for a greater amount than is claimed in the declaration.



Brush vs Godfrey

Abstract

Filed Apr. 23<sup>rd</sup> 1861

James Ireland  
Clerk



STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1860.

ROBERT K. BRUSH, *et al.*, }  
vs. } *Error to Kankakee.*  
WILLIAM GODFREY. }

Page of Rec.

This was a confession of judgment, by virtue of a power of attorney, upon a note for \$310, executed by Brush and Ingraham to Godfrey, dated Nov. 30, 1857, payable ninety days after date, with interest at 10 per cent.

- 2 The power of attorney filed, recites that the owners are justly indebted to Godfrey, upon a note for \$310, bearing even date, due ninety days from date, *with interest*. The *rate* of interest is not stated.

The power of attorney authorizes John W. Paddock, or any attorney of any Court of Record, to appear before any Court of Record, either in term time or vacation, at any time after the *date*, at the *option of said John W. Paddock*, waive service of process and confess, &c.

- 3 The following affidavit appears in the record, but there is no other evidence that it was ever filed in said Court.

STATE OF ILLINOIS, }  
Kankakee County, } ss Alfred S. Perry, being first duly sworn, says he knows the handwriting of Robert K. Brush and George H. Ingraham, the makers of the above note and power of attorney, and that their signatures thereto attached are genuine. A. C. PERRY.

- 4 Narr. in usual form, upon a note for \$310, due ninety days, with *ten per cent. interest*. Damages claimed, \$310.

Cognovit, confessing judgment for \$346.28, signed by H. Loring, defendant's attorney.

- 5 Judgment for \$346.28 and costs.

6 *Errors Assigned.*

1. The declaration is not sufficient.
- 2 and 3. The judgment was for a greater sum than that claimed in narr.
4. The warrant of attorney only authorized a confession of judgment at the option of John W. Paddock, and he did not confess it.
5. Judgment for too much.
6. Judgment should have been for plaintiff.
7. The execution of power of attorney was not proven.



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Brush vs Godfrey  
~~~~~

Filed Apr. 23rd 1861

Lucius Deland
(Clerk)

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THIRD GRAND DIVISION,
APRIL TERM, 1860.

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Brush vs Godfrey

Abstract

Filed Apr. 23rd 1861

L. Leland-Clark

STATE OF ILLINOIS, SUPREME COURT,
THIRD GRAND DIVISION,
APRIL TERM, 1860.

ROBERT K. BRUSH, *et al.*, }
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4. The judgment was for a greater amount than is claimed in the declaration.

Bush. v. Goupier

Abstract

Bush et al
vs
Boafny } Error to Hankaker

The said Plaintiff in
error now come by Campbell their
att^y and enter their motion here
to set aside the order allowing transcripts to be filed &
in for a writ of Certiorari to the
said Cause to correct the
record now upon file in said Cause
Wm Campbell
of Counsel for Plff

Suggestions in favor of the al-
lowance of said motion
The Affidavit conclusively shows
that the ~~now~~ papers on file in the
court below have been mutilated
by some person unknown, and
that the record now filed does
not truly set forth the declara-
tion as the same was when filed,
and when said judgment was
obtained and for two months
afterward - In view of this
fact I think justice requires that
the case should be sent back to
the Court below with a mandate
to that court directed to make up

a full & true record of the proceedings as they were had at the time judgment was rendered & to correct its records if it shall appear to the Court below that the same have been misstated.

From the affidavit of Laice Bush herewith filed ~~for~~ it seems to be certain that some great rascality has been attempted to be accomplished, and that a full & searching investigation of the matter should be had, and if the case is sent back to the Circuit Court, such investigation will be had.

I would further state that if the Court have any doubt as to the facts set forth in the affidavit of Laice ~~Bush~~ Bush that time be allowed Laice Plaintiff in error to file the affidavit of the Deputy Clerk referred to in the affidavit of Laice Bush.

Bacon's Abridgment Curtiss v.
256 Dauphin
of Counsel for
Plff in error

89- Bush
vs
Gooding

Suggestions in
favor of motion
for Antisocial

Filed Apr 17, 1861
J. Leland
Clerk

The People of the State of Illinois

By the grace of God free and
Independent

To all whom these presents shall come
Greeting: Know ye that we having caused
to be inspected the Records and proceedings now
remaining in the office of our clerk of our
Circuit Court in and for our County of Ham-
bake do find certain Records and Proceedings
in the words and figures following to wit:

United States of America

State of Illinois }
Hambake County } 1888

Now before the
Honorable Charles R. Starrs Judge of the District
Judicial Circuit and presiding Judge of the Ham-
bake County Circuit Court in the State of Illinois,
at a special Term of said Court begun and held
at the Court house in Hambake City in the County
and State aforesaid on the second Monday (the same
being the Eleventh day) of October in the year of
Our Lord one thousand Eight hundred and
Eighty eight and of the year of the Independence
of the United States the Eighty Third.

Present Hon Charles R. Starrs Judge of 20th Judicial Circuit
And Berrett State Atty for 21st Judicial Circuit and
James S. Squire Sheriff of Hambake County
John Worcester Clerk of the Circuit Court of Hambake County

2

And ~~therefore~~ to this on the 20th day
 of July A.D. 1858 Robert R. Brink by J. P. Brinkfield
 his attorney filed with the clerk of said Circuit
 Court his certain Bill of Complaint and prays
 in the words of prayer following to this

3
Copy of Bill

3
State of Illinois ss.

Rankake County Rankake County Circuit Court of
The September Term A.D. 1858. To The Honorable Charles R
Starr Judge of the 20th Judicial Circuit of the State
of Illinois. And Presiding Judge of said Court in
Chancery sitting. Your Orator Robert H. Brush
of said County respectfully presents unto Your honor
that on the 30th day of November. A.D. 1857. Your Orator
and one George H. Unsham (whom Your Orator prays
May be made a party defendant to this Bill) Executed
and delivered, their Note for three hundred and five
dollars, and payable in Ninety days after the date
thereof, with interest at the rate of Ten per cent ~~per~~
~~cent~~ per Annum and payable to William Godfrey
(whom Your Orator prays May be made a party defen
dant to this Bill) or order. And Your Orator and
the said Unsham also Executed a Warrant of Attorney
Empowering John W. Paddock, or any Attorney of any
Court of Record, to appear in any Court of Record
in any of the States or Territories of the United States
or America at any time from and after the date
thereof, at the option of said Paddock, and enter their
Appearance and waive the service of process and
confess a Judgment upon said Note for the Amount
of the same together with costs and an attorney fee
of Twenty five dollars, a copy of which Note and
Warrant of Attorney are Marked Schedule A. And are hereto
attached and made a part of this Bill.

Your Orator further represents unto Your Honor that by virtue of said Warrant of Attorney Judgment could only be rendered at the option and choice of Paddock, and at the option and choice of no other person or persons whomsoever.

Your Orator further represents, unto Your Honor that on 12 day of April A.D. 1858, at a term of the Banka he County Circuit Court of the April Term A.D. 1858 the said Godfrey filed a Declaration in said Court by his Attorney upon said Note claiming damages thereon in the sum of Three hundred dollars, and no more, and one Harrison Loring one of the Attorneys of said Court entered the appearance of Your Orator and the said George Vaughan in said Cause, and filed a Cognovit as attorney for Your Orator, and the said Vaughan, and thereby waived the service of process in said Cause, and confessed a Judgment in favor of said Godfrey and against Your Orator and the said Vaughan upon said Note, for the sum of Three hundred and forty six dollars and Twenty Eight cents, including an attorneys fee of Twenty five dollars, for entering up said Judgment, a copy of which Declaration and Cognovit are herewith attached and marked Schedule B, and are made a part of this Bill. Your Orator further represents unto Your Honor that the said Harrison Loring had no Authority from Your Orator and the said George H. Vaughan -

5

nor either of them to enter their appearance and waive for them the service
 of process and confess Judgment as aforesaid nor was the said Soring
 employed by them in any way to attend to said suit for them or to appear
 for them in any way, unless said warrant of attorney shall be deemed
 such authority and employment Your orator further represents unto your
 honor that the said John W Paddock did not enter the appearance of your orator
 and ^{the} said Ingham in said Circuit Court in said cause nor did the said
 Paddock as attorney aforesaid or in any other capacity waive the issuing
 of process nor consent to or elect the said Court for the confessing of said
 Judgment nor was it at the said Paddock's option or choice that process
 was waived as aforesaid and Judgment confessed as aforesaid and
 that the confessing of said Judgment was contrary to the terms of
 said warrant of attorney Your orator further represents that he has
 been advised by counsel and therefore believes that he has a good
 defence to said suit that the said note was endorsed before said
 suit was brought to some person or person whose name is ~~un-~~
~~known~~ to your orator But your orator prays that such person
 if discovered may be made a party defendant to this Bill
 and his name may be inserted herein and that said endorse-
 ment still remained upon said note at the time of said Judg-
 ment and it is still endorsed and that the legal title to said note
 was not vested in said Godfrey when he recovered said Judgment
 as appears by an inspection of said note Your orator further repre-
 sents unto your honor that the sum of two hundred and seventy five dollars
 was all the money that your orator received upon said note and that the
 balance of the amount of said note was usury and unlawful interest for
 the use and forbearance of said money for a period of ninety days from
 the date of said note - Your orator further represents unto your Honor

that he has been advised by his counsel and therefore believes that
he does not legally owe the said Godfrey the amount of said note
or any part thereof at the time said Judgment was confessed the
same being indorsed and assigned as aforesaid Your orator further
represents ~~that~~ into your Honor that the said Godfrey on or about the 20th
day of April last caused an execution to be issued upon said Judgment
for the amount thereof and placed the same in the hands of the
Sheriff of said County and that the said execution has been levied upon
a large amount of personal property more than sufficient to satisfy
the same as your orator believes Your orator further represents
into your Honor that on the 20th day of May A.D. 1858 your
orator made an application into your Honor to
issue a certificate that there was probable cause
to stay further proceedings until the further
order of the court upon a motion to set aside
said Judgment and that your Honor issued
a certificate in conformity to section forty six
of the Eighty third Chapter of the Statutes of 1845 of
said State and that a copy of the same was
delivered

7.
7
~~was delivered~~ to said Sheriff on the 9th inst.
and that the said Godfrey at the same time
had due Notice of said Motion. Yet Francis
Sequin Sheriff of said County (whom your
Orator prays may be made a party defendant
to this Bill) by his Deputy refuses to stay
further proceedings upon said Execution and
insists and asserts that he as Sheriff will sell
the said personal property on the County's second
instant if the said Execution shall not be paid
by your Orator or Dugham. And the said
Sheriff has said property advertised for sale
at that time, as your Orator has been informed
and verily believes. Your Orator therefore
prays that a summons may issue against the
said George H Dugham, William Godfrey and
Francis Sequin Sheriff as aforesaid and that
they may be compelled to answer all and singular
the premises. And that a writ of injunction
may issue restraining the said Sheriff
and the said Godfrey or either of them or their
Attorneys, agents or Deputies from any further
proceedings upon said Execution or upon said
Judgment at Law ^{until the further order of the court} upon the Motion aforesaid
and that your Honor will grant your Orator such
other and further relief as Equity and good
conscience may require, R R Bunch

State of Illinois 1858

Haukahu County Robert R Brush being duly sworn deposes and saith that the Matters and things stated in the foregoing bill, as upon information or belief, he believe to be true and all the several other Matters and things, are true in substance and in fact. R. R. Brush

Sworn to and subscribed

Before me this the 14th day of
July A.D. 1858. Philip Wauken Clerk
By J. P. Bonfield Deft

Copy of Note Nov 30th 1858

\$310. Ninety days after date for Value received
I promise to pay to W^m Godfrey or order at Haukahu
City Three Hundred and Ten dollars with
interest at ten per cent per annum being
for borrowed money. (Signed) R R Brush
Geo H Ingham
Indorsed. William Godfrey

9
Copy of Power of Attorney

9.

Know all Men by these presents, That Whereas, I, the subscriber, am lawfully indebted unto W.^m Godfrey upon a certain promissory Note, bearing even date herewith, for the sum of Three hundred and Ten Dollars, made payable to the said W.^m Godfrey or order and due in Ninety days after the date thereof, with interest. Now therefore in consideration of the promises, and of the sum of one dollar to me in hand paid, the receipt whereof is hereby acknowledged, I do hereby Make constitute and appoint, John W. Paddock or any attorney of any Court of Record, to be my true and lawful Attorney, irrevocable, for me and in my Name place and stead to enter my Appearance before any Justice of the peace, or in any Court of Record in any of the States or Territories of the United States or elsewhere either in Term or Vacation, at any ^{time} from and after the date hereof, at the Option of the said John W. Paddock, to waive service of process and confess a Judgment in favor of said W.^m Godfrey or his assigns or legal Representatives upon the said Note for the above sum, or for as much as appears to be due according to the Tenor and Effect of said Note with Interest thereon at the rate aforesaid. Together with attorney's fees of Twenty five dollars and my

11 Narr + Cognort

State of Illinois, ss. Circuit Court of the April Term A.D. 1858
Kankakee County } William Goelpry, Plaintiff in this suit by R. N.
Murray, his Attorney, comes and complains of Robert H. Brush and
George H. Ingham, Defendant in this suit of a plea of trespass
on the case on promises. For that whereas, the said defendant
here to fore to wit, on the ~~thirtieth~~ Thirtieth (30) day of November A.D. 1857
at Kankakee in the County of Kankakee in said State to wit
at Kankakee City, in the County of Kankakee aforesaid,
Made their certain promissory Note, in writing by them sub-
scribed, bearing date the day and Year last aforesaid, and
then and there delivered the same to said Plaintiff, and
thereby then and there promised the said Plaintiff under
the Name and description of R. H. Brush & Geo H. Ingham
to pay him in Ninety days after date thereof, the sum of Three
hundred and Ten dollars, and - cents with interest
at ten per cent per annum, which period has now elapsed
But although the said Note hath become due, and the
said Defendant has been requested to pay the same to
said Plaintiff, he has refused so to do, and still refuses
to wit at Kankakee City in the County and State aforesaid
to the damage of said Plaintiff Three hundred
dollars and - cents and therefore he brings suit &c.

The following appears
indorsed on back of
Narr + Cognort
Bill of Complaint
Filed July 20. 1858
P. M. Brewster Clerk
By R. N. Murray, Plaintiff's Attorney
Mr. Clerk
Upon a summons
against the above named
Defendants returned
according to law
Thomas R. Campbell
Sol for Compt.
Recd of R. H. Brush
\$3. as cts. fees

State of Illinois } ss. Circuit Court of the April
 Rankin County } Term A.D. 1888

Robert H. Brush & J.

George H. Ingham

ads } Cognovit

William Goelpry } And the said Robert H. Brush
 & George H. Ingham } Defendant in the above entitled suit
 by Hamish Loring his attorney, comes and defends the
 wrong, and injury, when it is and waives service of process
 and says that he cannot deny the action of the said Plaintiff
 nor but that they the Defendants, did undertake and promise
 in Mann and form as the said Plaintiff hath there above
 complained against them. Nor but that the said Plaintiff
 has sustained damages on occasion of the non performance
 of the several promises and undertakings, in the said declaration
 mentioned, including the sum of twenty five dollars for his rea-
 sonable attorney fees, for entering up this judgment over and
 above, his other costs and charges by him about his suit in
 this behalf expended, to the sum of three hundred and forty
 six dollars, and twenty eight cents. And the said Defendants
 further agree that no writ of Error or appeal shall be
 presented on the judgment entered by virtue hereof
 nor any bill of Equity filed to interfere in any manner
 with the operation of said judgment and that they
 hereby release all errors that may intervene in entering
 up the same

H. Loring
 Defendants Attorney

13

our clerk.

Issue a summons against the above
named defendant returnable according to Law
Thomas P. Buzfield Solger Const
and on the back of which Bill is the following endorse-
ment.

Let an Examinaton issue according to the payⁿ
of the Bill upon Complainant filing Bond in
the sum of Six hundred Dollars with security
to be approved by the clerk of the Circuit Court
of Kent Alle County
Dated July 15, 1858

J. O. Norton
Judge of the 1st Judicial
Circuit Ills

Filed July 20, 1858

Wm. M. Clerk
By A. M. Woolley, Dep't

And heretofore so that on the 20th day
of July, A.D. 1858 the clerk of said Circuit
Court did issue a summons in accordance
with said precept which is in the words and
figures following to wit:

Copy of Summons

15

State of Illinois & ss

Haukake County The People of the State of Illinois
to the Sheriff of said County Greeting.

We command You that You Summon
William Godfrey, George H Ingham & Francis
Sequin if they shall be found in Your County
personally to be and appear before the Circuit Court
of said County on the first day of the Next Term
thereof to be holden at the Court House in
Haukake City in said County on the first
Monday of September Next, to answer unto
Robert R. Bush in his certain Bill of com-
plaint lately filed in the said Court on the
Chancery side thereof. And have You then and
then this writ with an Endorsement thereon in
what manner You shall have Executed the same.

Attest Witness Philip Worcester
Clerk of our said Court and the Seal thereof at
office in Haukake City, this 20th day of July
A.D. 1858

Seal By A. M. Woolley Deft

The following Endorsements appear on the back of Summons
Robert R. Bush } Summons to Sept Term 1858

as } State of Illinois & ss
William J. Godfrey Tal } Haukake County } Sherby Except
Carrier on this writ this 21st day of July 1858. F. S. Sequin Sheriff
I have duly served this writ by reading & leaving copies with the
within named defendants this 22nd day of July 1858. F. S. Sequin Sheriff
Service \$1.00 Mileage \$10.00 Return 16 By J. D. Bryens Deft
\$2.10

16.

And heretofore 20th Feb, on the
20th day of July 1858 ^{the was filed with} the clerk of said
circuit court doct issue an injunction in
~~accordance~~ in injunction Bond in the enrol
and gives following 20th Feb.

15

Know all men by these presents that we Robert H. Brush

17. Rodney Ashby & George W. Mack are held and
firmly bound unto William J. Godfrey, George &
Lyncham and Francis Legum Sheriff of Kankakee
County Illinois, in the penal sum of six hundred
dollars to the payment of which we jointly and severally
bind ourselves our heirs, Executors and administrators firmly
by these presents. Sealed with our seals and dated
this the nineteenth day of July A.D. 1838,

The condition of the above bond is such, that
whereas the above named Robert H. Brush has obtained
the allowance of an injunction from Luke O. Norton
Judge of the 11th Judicial Circuit of said State, & stay
all further proceedings at Law, upon a certain Judg-
ment obtained in the Circuit Court of said Kankakee
County, Illinois, at the April Term of said Court in the
year 1838. by the said William J. Godfrey, and against
the said Robert H. Brush and George & Lyncham
for the sum of Three Hundred and Forty six dollars & Twenty Eight
cents damages and Four dollars & Eighty cents costs,
untill the matter thereon can be heard in Equity, Now if
the said Robert H. Brush shall pay all money and
costs due, or to become due from him to the said
William J. Godfrey, in the said action at Law, and also
all such costs and damages as shall be awarded
against the complainant Robert H. Brush, in case the
injunction shall be dissolved, then this obligation
shall be void, otherwise to be & remain in full force
approved this 20th day of July 1838.
Promoters Clerk (Signed) Robert H. Brush (Seal)
By A. W. Weller, Esq. Rodney Ashby, Esq.
G. W. Mack Esq.

Copy of Register 16th 19th

Attest etc. Bank

to

George W. Chapman, William

J. H. H. & Son, Legist

Cheney &

Bones

Attest appearance by me
this 20th day of July 1858.

Alvord & Co. Clerk

My Subscribing

Leaves

And thereupon heretofore to this on the 20th day of July 1858 the clerk of said circuit court did issue an injunction in accordance with said order which is in the words and figures following to wit:

Copy of Writ of Injunction

19

State of Illinois 1885

Kankakee County The People of the State of Illinois
To William J. Goldsby, George H. Ingham and Francis
Sequin, Complainants Whereas Robert B. Boush
has filed in the Office ~~in the office~~ of the Clerk of the
Circuit Court of our County of Kankakee, his certain
Bill of Complaint, on the Chancery side of said Court
against you the said William J. Goldsby, George H. Ingham
and Francis Sequin, praying among other things for
our writ of Injunction Enjoining and restraining
you the said William J. Goldsby, George H. Ingham, and
Francis Sequin, your and each of your Attorneys, Agents
and Deputies in certain matters in said Bill of Complaint
set forth. And Whereas the Honorable Jesse C. Norton
Judge of the Eleventh Judicial Circuit in the State of
Illinois hath Endorsed upon the complainants Bill
of Complaint aforesaid filed, as aforesaid, an order
Commanding our Clerk of our Circuit Court in and
for our said County of Kankakee to Issue a Writ
of Injunction according to the prayer of said Complain-
ants, said Bill of Complaint upon certain conditions
which have been complied with.

Now Therefore we Command you the said William
J. Goldsby, George H. Ingham, and Francis Sequin
and each and every of you, and ^{your} each and every
of your Attorneys, Agents or Deputies to wholly
desist, abstain and refrain from any further
proceedings in relation to a certain -

Copy of Writ of Injunction

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State of Illinois 1885

Kankakee County The People of the State of Illinois
To William J. Goldsby, George H. Ingham and Francis
Sequin, Complainants Whereas Robert B. Boush
has filed in the Office ~~in the office~~ of the Clerk of the
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Judge of the Eleventh Judicial Circuit in the State of
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of Complaint aforesaid filed, as aforesaid, an order
Commanding our Clerk of our Circuit Court in and
for our said County of Kankakee to Issue a Writ
of Injunction according to the prayer of said Complain-
ants, said Bill of Complaint upon certain conditions
which have been complied with.

Now Therefore we Command you the said William
J. Goldsby, George H. Ingham, and Francis Sequin
and each and every of you, and ^{your} each and every
of your Attorneys, Agents or Deputies to wholly
desist, abstain and refrain from any further
proceedings in relation to a certain -

Judgment obtained at the last April Term of
said Hancock County Circuit Court in favor
(20) of William J Godfrey, and against Robert H Brush
and George H. Ingham, for the sum of Three
hundred and forty six dollars and Twenty
Eight cents and from selling any property
by virtue of a certain Execution dated April
26th 1858 issued on said Judgment and from
collecting or attempting to collect the whole or
any part of said Judgment or of the Execution
issued thereon of the goods and Chattels, Lands
and Tenements of said Robert H Brush, untill
the other and further order of this Court shall
be made in the premises. hereby fail Not under
the penalty of the law.

Witness Philip Worcester Clerk of our said
Court Circuit Court in and for our said County
and the seal of our said Court here affixed
at office in Hancock City in said County and
State of ~~Maine~~ This 20th day of July A.D. 1858
P. Worcester Clerk

By A. M. Woolley Deft

The following Endorsement appears on the back of said Writ
of Impignation. I hereby Except Surin on this writ this
This 21st day of July 1858 J. Dequin Sheriff

By J. Byrnes Deft

I have duly served this writ by making and leaving copies
with the within named defendants This 22^d day of July 1858
J. Dequin Sheriff
By J. Byrnes Deft

Surin	100
2 Copies	100
Mil	10
Ret	10
	220

And therefore 2d That: on the
 26th day of July A.D. 1858 The defendants
 William Godfrey by R. H. Murray his
 21. attorney did file with the clerk of our said
 circuit his answer which is in the words
 and figures following To Wit:

In the Honorable the Lodge of the Seneca
County Circuit Court In Chancery Sitting.

The Sumner Hildbrand Godfrey
one of the defendants to the Bill of Complaint of
Robert K Bunch

2/ This defendant ever and at all times
hereafter saving to himself all and all manner
of benefit or advantage of exception or otherwise
that can or may be had or taken to the many errors
uncertainties and imperfections in the said Bill of
Complaint for causes thereof or to so much thereof
as this defendant is advised it is material or necessa-
ry for him to make answer to, answering and
that he admits that on the 30th day of November
A.D. 1857 that the complainant and one George H
Ingham (as surety for the said complainant) executed
and delivered their note for Three Hundred and
Ten dollars with interest at 10 percent per annum
and payable in ninety days after the date thereof
to this defendant or order as charged in said Bill
and at the same time the complainant and the
said George H Ingham executed & delivered
to this defendant a Warrant of Attorney ad
charged and responds in said Complaint and in
Bill of Complaint. And as to that part of said
Complaints Bill of Complaint where it is
alleged that by virtue of said Warrant of Attorney
Judgment could only be rendered at the option or
choice of Baddock and at the option and choice of

22

Attached and marked B

no other person or persons whomsoever - this dependent William Godfrey upon information and belief denies each and every part thereof. And this dependent further answering says that he admits that on the 12th of April 1858 that by his attorney R. S. Murray he did file a declaration and cognovit in said court upon said note as charged in said Bill of Complaint claiming damages therein in the sum of Four hundred Dollars as he is informed ^{the sum is attached and marked A} by his said attorney affidavit thereto & truly believes to be true and not in the sum of three hundred Dollars as charged & set forth in said Bill of Complaint (a copy of which declaration & cognovit are hereto attached & marked "C"). And this dependent further answering says that he admits that one Harrison Loring by virtue of said Warrant of Attorney did enter the appearance of said Complainant and the said George H. Ingraham & waived service of process & entered a Judgment in favor of this dependent as charged & set forth in said Complainant's said Bill. And this dependent further answering says that he admits that the said Harrison Loring has no authority from the said Complainant & the said George H. Ingraham to enter their appearance and waive for them the service of process and enter a Judgment as aforesaid otherwise than by virtue of said Warrant of Attorney as aforesaid. And this dependent further answering says that he admits that the said John

23.

It Paddock did not enter the appearance of the
 said Complainant & the said George H. Ingham in
 said East Court in this cause nor did the said
 Paddock as attorney as aforesaid nor in any other
 capacity waive the issuing of process nor consent
 to or elect the said Court for the entering of said
 Judgment nor was it at the said Paddock's
 option or choice that the process was waived as
 aforesaid & Judgment entered as aforesaid
 And as to that part of the said complaint
 Bill of Complaint wherein it is alleged that
 the entering of said Judgment was contrary
 to the terms of said Contract of Attorney, this
 defendant upon information and belief denies each
 and every part thereof. And this defendant further
 answering says that he denies that the said Com-
 plainant has a good defense to said Note or any
 defense other than the usury claimed as a part of
 the consideration for said Note which this depen-
 dent is ready and willing to deduct as claimed
 by the Complainant and has offered so to do &
 directed the Sheriff to collect the execution
 up the usury claimed by the Complainant
 And as to that part of the said ^{complaint} Bill wherein
 it is alleged that this defendant was not the
 legal owner of the said Note and that the legal
 title to the said Note was not vested in this
 defendant when he reversed said Judgment
 this defendant denies each and every part thereof

24.

But this dependent admits that he placed his name
 on the back of said note some time about the 1st
 of February 1858 and left said note at the
 Bonding House of Asa Perry Esq. Bank where he
 as a matter of course to keep the said complement
 but did not sell or contract to sell said note
 or endorse said note to any person or persons
 or in any other manner to dispose of my property
 or title to said note and let it remain there
 until about the 20th of March 1858 at which
 time he directed his attorney R. D. Murray to call
 at said Bank and get said note and proceed
 to collect the same and my said attorney got
 the note as directed and called repeatedly on the
 said Complainant as my attorney for payment
 of said note and as often got from the said
 Complainant's Near promises to pay the note in a
 few days and between the said 20th day of
 March and the said 12th day of April 1858
 the said Complainant called on this dependent
 at different times to get the time of payment
 extended a few days until he could go to
 Chicago & elsewhere to raise the money to pay
 said note & this dependent and this dependent
 extended the time as requested by said
 Complainant several times in order if
 possible to obtain payment of said note
 without making the Complainant the out of
 suit. And this dependent further mentioning

25. Says that he admits as charged in said Bill of Complaint that the sum of Two Hundred and Seventy five dollars was all the money that this dependent loaned to the said complainant but this ~~xxxxxx~~ ^{dependent} loaned this money to the complainant on or about the 11th day of August A.D. 1857 and took said complainant's note for the \$275 so loaned with 10 percent interest and payable in 30 days after date and after the expiration of said 30 days this dependent repeatedly called on said complainant for payment of said note and finally in the month of November 1857 after said note had been overdue two months offered a note of said complainant the sum of Two Hundred and Seventy Five dollars in full satisfaction of said note & for the said sum of \$275, so loaned as aforesaid but said complainant, replied to this offer that he wished a little longer time and would make this dependent full satisfaction for all delays in the payment of the said money, and the dependent then offered to give said complainant this same day of payment if he would give him security for the payment of said money and in the course of 4 or 5 days the complainant came and delivered to the dependent the note and warrant of atty. Leppert on said complainant's said Bill in exchange

for said complainant said note for \$275
 & he then accrued interest on the same saying
 & this dependent as he handed him the said
 note & Warrant of Attorney that he had made
 said note \$35 larger than his own note as a
 remuneration for the delay and disappoint-
 ments this dependent had suffered by the non
 payment of said complainant's said note: but
 there was not any agreement between this
 dependent and the complainant as to the rate
 of interest: that the complainant should pay
 for the extension of payment or was there any
 agreement about the \$35 being put into said
 note nor did this dependent know that thirty
 five dollars or any other amount was to be
 added by the said complainant & the amount
 loaned until said complainant came to
 make the exchange of note & take up his said
 note by leaving with this dependent the said
 note & Warrant of Attorney as aforesaid
 and this formed the only consideration for
 which the note was given save the agreement
 and as to that part of the said complainant's Be-
 of Complaint wherein it is alleged "that he has
 been advised by his counsel and then pretends
 that he did not legally owe the said Goldrey
 the amount of said note or any part thereof at
 the time said Judgment was entered this

2/.

dependent claims each and every part thereof
 And the said defendant further answering says
 that he admits that on or about the 20th day of
 April last he caused an execution to be issued
 upon said Judgment for the amount thereof, and
 placed it in the hands of the Sheriff of said
 County and that the said execution has been
 levied upon a large amount of personal prop-
 -erty and that on the 20th day of May 1858 the
 said complainant made an application
 unto your honor setting forth the aforesaid
 facts and prayed your honor to issue a cer-
 -tificate that there was probable cause to stay
 further proceedings until the further order
 of the Court upon a motion to set aside
 said Judgment and that your honor issued
 a certificate in conformity to Section Forty six
 of the 18 chapter of the Statutes of 1845 of said
 State (a copy of which application and
 certificate of your honor & the remitter of this
 dependent are herewith attached & marked "B"
 as a part of this dependent answer) and that
 a copy of the same was delivered to said Sheriff
 on the 9th instant and that the said Godfrey
 (meaning this defendant) at the same time had
 due notice of said certificate and that the
 Sheriff has had said personal property
 advertised for sale on the 20th second instant
 And as to that part of the said complainant's Bill

28

of complaint wherein it is alleged that this dependent had ~~the~~ notice of a writ being made by the complainant to set aside or quash said execution or that James Leguin Sheriff of said County by his deputy refused to obey the order & certificate of your honor made on the said application as aforesaid this dependent denies each and every part thereof

And this dependent further answering says that on the 10th day of July 1858 in compliance with said certificate & order made as aforesaid by your honor he entered a remittitur of \$5.00 of Record in the cause as directed by said order and directed the Sheriff to observe the order in the collection of the ^{said} execution and notified the attorney for the complainant of the compliance with the order and the directions of the Sheriff

And this dependent denies all and all manner of unlawful combinations & confederacy notwithstanding he is by the said Bill charged without this that there is any other matter concerning in the said complainant's said Bill of complaint contained material or necessary for this dependent to make answers to and not herein and hereby well and sufficiently answered, conferred traversed and avowed ordered is true to the knowledge or belief of this dependent, all which matters and things this dependent is

29.

ready and willing to answer, maintain and prove
as this honorable Court shall direct and pray
to be hence dismissed with his reasonable costs
and charges in this behalf most wrongfully
sustained

R. St. Murray

William Godfrey

Sol for Deft

State of Illinois

Kankakee County

I William Godfrey being
duly sworn depose and say that all the several
matters and things which are set forth in
the foregoing answer as from the information
of others I believe to be true and that all the
several other matters and things therein set forth
are true in substance and in fact

Sworn to and Subscribed

William Godfrey

before me this 26th day of July. 1854

Philip Worcester Clerk

"6"

310.

Nov 30, 1854

Thirty days after date for value received I
promise to pay to Wm Godfrey or order at
Kankakee Ill. One Thousand and Ten
dollars with interest at Ten percent per annum
being for borrowed money

Signed

R. H. Bush.

Geo. H. Lyman

Witness all even by these presents. That whereas I
the subscriber am justly indebted unto Wm Godfrey

upon a certain promissory note bearing even date
 herewith for the sum of Three Hundred & Ten
 dollars made payable to the said J^m Godfrey
 or order and due ninety days after the date
 thereof with interest, for therefore in consideration
 of the premises, and of the sum of One dollar to
 me in hand paid the receipt whereof is here by
 acknowledged I do hereby make constitute and
 appoint John W Paddock or my attorney of
 any Court of Record to be my true and lawful
 attorney inevitably for me and in my name place
 and stead to enter my appearance before any
 Justice of the peace or any Court of Record in
 term time or in vacation in the State of Illinois
 or in any of States or Territories of the United States
 or elsewhere at any time from and after the
 date hereof at the option of the said John W
 Paddock to move the service of process and
 compel a Judgment in favor of the said J^m
 Godfrey or his assigns or legal representatives
 upon the said Note for the above sum or for
 as much as appears to be due according to the
 tenor and effect of the said Note with interest
 thereon at the rate aforesaid to the day of the entry
 of said Judgment, together with all costs, and
 the further sum of Twenty Five Dollars Attorney fee
 And my said attorney is also authorized, in my
 behalf to file a cognovit for the amount that

31.

may be due with an agreement therein that
no writ of error or appeal shall be prosecuted
nor any bill in equity filed to interfere in any
manner with the operation of said Judgment
and also to release all claims that may intervene
in the entering up of said Judgment concerning
the execution immediately thereon. Witness my
hand and seal at Kankakee City this thirtieth
day of November 1854

In presence of

(Signed) R. K. Bush 
 Geo. H. Ingham 

State of Illinois vs

Kankakee County vs Alfred S. Perry Clerk duly
sworn & says that he knows the hand writing
of Robert K. Bush & George H. Ingham the
makers of the above note & former attorney and
that the signature thereto attached are genuine
Subscribed & sworn to before me (Signed) A. S. Perry
this 12th day of April 1858

(Signed) John Bantlett Sr

Filed April 12th 1858

(Signed) Worcester West

State of Illinois vs Circuit Court of the County
Kankakee County vs Term 1858

William Godfrey Plaintiff in
this suit by R. H. Murray his attorney comes
and complains of Robert K. Bush and
George H. Ingham defendants in this suit
of a plea of this paper on the case on promises

33.

And the said Robert K Bush & George H. Ingham defendants in the above entitled suit by Harrison Goring their attorney comes and defends the wrong and injury whereof, and waives service of process, and says that he cannot deny the action of the said Plaintiff, nor that ^{that} they the defendants, did deliberate and promise in manner and form as the said Plaintiff hath thereof above complained against them nor but that the said Plaintiff has sustained damages on occasion of the non performance of the several promises and undertakings in the said declaration mentioned, including the sum of Twenty Five dollars, for his reasonable Attorney fees for entering up this Judgment over and above the other costs and charges by him about this suit in this behalf expended to sum of Three hundred and Forty Six Dollars and Twenty Eight cents, and the said defendant further agree that no writ of error or appeal shall be prosecuted on the Judgment entered by virtue hereof, nor any Bill of Equity filed to interfere in any manner with the operation of said Judgment, and that they hereby release all errors that may intervene in entering up the same

(Signed) H. Goring
Defendants attorney

Copy of docto filed in
870

Nov 31st 1858

34,

Seventy days after date for Value Received
I promise to pay to Wm Godfrey or order at
Kankakee City Ills Three Hundred & Ten dollars
with interest at Ten percent per annum being
for loaned money

Robert R Bush
Geo W Ingham

Filed April 12th 1858

Worcester Clerk

"A"

State of Illinois vs of April Term 1858
Kankakee County

William Godfrey
vs
Robert R. Bush &
George W Ingham

Tresp of on the case
on promises

Robert H Murray after being
sworn doth depose and say that he was the attorney
of the Plaintiff in the above entitled cause who
deposited and filed with the clerk of said Court
on the 12th day of April 1858 (being one of the
days of the April Term of said Court) the declaration
in the above entitled cause and that the amount
claimed and inserted by this affiant in said
declaration as the Plaintiff damages was Four
Hundred Dollars This affiant further says that
when he first drafted the declaration he inserted
the sum of Three Hundred Dollars as the Plaintiff

35.

damages but by an examination of the Note found that the Plaintiff was entitled to much larger amount of damages and changed the word three to the word Four before filing said declaration with the clerk

Subscribed & sworn to before R. A. Murray
me this 26 day of July. AD 1858
Philip Worcester. Clerk

"B"

State of Illinois vs
Kankakee County In the Honorable Charles R
Starrs Judge of the 20th Judicial Circuit of
the State of Illinois

Your applicant Robert R Bush
of said County respectfully represents unto your
Honor that your applicant and one George H
Ingham executed a note to one Wm Godfrey
on the 10th day of November AD 1857 for three
hundred and ten dollars and payable in
thirty days after the date thereof with interest
at ten percent and also executed a Warrant
of Attorney (a copy of which Warrant of Attorney
& note is hereto attached and marked schedule "A"
and is made a part of this application)
Empowering John W Paddock or any attorney
of any Court of Record as your applicants and
the said George H Ingham Attorney appeared
in any Court of Record in any of the States or

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Territories of the United States of America at the
 option of the said John W Paddock to whom
 of power and competent judgment upon said note
 but your applicant avers that judgment by
 comparison thereon upon said note only could
 be rendered by the consent and choice of said
 John W Paddock and at the option or choice of
 no other person, your applicant further repre-
 sents unto your honor that on the 12th day of
 April A.D 1858 the said William Godfrey
 filed a declaration in the Circuit Court of said
 County upon said note and also filed a plea
 or cognovit signed by H Loring as attorney
 for your applicant and the said George H
 Ingraham and conferred a judgment upon
 said note in favor of said Godfrey for the
 sum of \$346 ²⁵/₁₀₀ + costs of suit including our
 attorneys fees of \$25.00 a copy of which ^{per} is
 herewith attached and marked schedule "B"
 and is made a part of this application, your
 applicant further charges that the said John
 W Paddock did not consent to the conferring of
 said judgment, as your applicant has been
 informed and verily believes, And that the said
 H Loring in transacting the service of power and
 conferring judgment for your applicant and
 the said George H Ingraham upon said note
 & by virtue of said warrant of Attorney did not

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37.

do so by the option or choice of the said John
 W Paddock and that the execution of the said
 Judgment was contrary to the terms & power of
 said Warrant of Attorney aforesaid. Your
 applicant further represents that before said Judg-
 -ment was rendered the said Godfrey had
 endorsed and assigned said Note & the said
 Note was at the time of conveying said Judg-
 -ment the endorsed and assigned and that
 your applicant has been advised and informed
 by this counsel that the said Godfrey was not
 & is not the legal owner of it. Your applicant
 further represents that he has a demand to a
 portion of said Note and that there is the sum
 of Thirty Five Dollars of usury & unlawful
 interest in said Note which was for the use and
 forbearance of the sum of \$275, from the 11th day
 of August 1857 until or about the 2^d day
 of March 1858 to gether with 10 percent
 interest in addition thereto, an execution has
 issued upon said Judgment and is now in
 the hands of the Sheriff of said County, and
 that your applicant has allowed the said
 Sheriff to make a Levy upon personal property
 sufficient to secure said Judgment if the
 same should not be reversed & has given a
 forthcoming Bond for the same and that
 your applicant intends to make a motion at
 the next term of our Circuit Court to set aside

38.

36

said Judgment and therefore prays that your honor
will cause your certificate that there is probable
cause for staying further proceedings until the
further order of said Court upon said motion
your applicant further represents that although
said Judgment was rendered during the April
Term of said Court that your applicant had
no knowledge or notice of it until a week
or ten days ago

State of Illinois)
Hamilton County)

(Signed) R R Bush

Robert R Bush being duly sworn
deposes and says that he has heard the foregoing
application read and the same is true in
substance and in fact, excepting the matter
and things therein set forth upon information
and belief and them I believe to be true
sworn and subscribed before (Signed) R R Bush
on this the 20th day of May 1854

Philip Worcester Clerk

I hereby certify that there is probable cause for
sitting aside the Judgment in the case of
Godfrey vs Bush & Ingham described in the
foregoing petition on the Ground of a want of said
Judgment being for unlawful interest and
do hereby order that all further proceedings
be stayed - This order to be vacated on Plaintiff's

39.

entering remittance of the said money at
interest of 35, described in the petition. Given
under my hand this 7 day of June 1858

(Signed) Charles Storer

Judge of the 20th Judicial
Circuit of the State of Illinois

State of Illinois }
Hamilton County }

William Godfrey }
v } Cognate
Robert K. Bush }
George H. Ingham }

I William Godfrey the
Plaintiff in this cause in compliance with
the above order do hereby enter a remittance of
said Thirty Two Dollars on the Judgment
in this cause being the sum claimed as owing
in the foregoing Petition

Dated this 10 day of July 1858 (Signed) William Godfrey

Filed July 19th 1858

P Worcester Clerk

By A. M. Moody Dep

Filed July 26 1858

P Worcester Clerk

~~40~~ 40
 developed

And a ~~copy~~ 20 hit on the 28th
 day of July A.D. 1858 The said depend Francis
 Legum did file with the clerk of said Circuit
 Court the answer and disclaimer in the words
 and figures following to wit:

Kaukukulele Court.
of the Sept Term 1858.

Francis Sevin Thiff
of Kaukukulele Ill.
Et. al. dds

Robert K. Brink

Bill of Complaint &
Injunction

To the Honorable, the
Judge of the Kaukukulele Court
In Chancery sitting.

The answer of Francis Sevin Thiff
of Kaukukulele, Ill. one of the defendants
to the Bill of Complaint of Robert K. Brink,

This defendant now and at all
times hereafter saving to himself all and all
manner of benefit, or advantage of Exception
or otherwise that can, or may be had, or taken
to the many Errors uncertainties and imperfections
in the said Bill contained, for answer thereto,
or to so much thereof as this defendant is
advised it is material, or necessary for him
to make answer thereto, answering with that
he has been informed, and truly believes
to be true & therefore admits that the
Complaint's personal property has been
Seized upon, by James Pynes Seftly Thiff
acting under this defendant, by virtue
of an Execution in favor of one William
Godfrey (one of the defendants in this Bill)
and against the Complaint & one George
H. Latham, and advertised for sale
as charged in said Bill of Complaint,
and that upon application made by
the said Complaint to His Honor, Judge

Starr, issued an order bearing date the 7th day of June 1858. Staying all further proceedings until the further order of the Court, a copy of which order, was served on ~~deputy~~ Sheriff Wiggins on the 10 day of July, 1858, as was also a copy of the return entered by the Plaintiff in the Execution in compliance with the order of said Judge;

And as to that part of the Complaint said Bill, that charges, and alleges, that this defendant by his Deputy as aforesaid refused to obey the said order of his Honor Judge Starr; and sell the property seized upon unless said Execution was paid, this defendant upon information and belief denies each and every part thereof;

And this defendant further answering saith he does not know, nor can he set forth as to his belief, or otherwise whether the other matters and things charged and set forth in the said Complaint said Bill of Complaint are true, or otherwise;

And this defendant further answering saith that he never had or claimed, or pretended to have, nor has he now, nor does he claim, or pretend to have, any right, title, or interest of, in or to the said Judgment, or in and to the money due thereon, or any part thereof; and this defendant disclaims

1 40 1 1

all right and title of, in or to the same, and
every part thereof;

#3, And this defendant denies all unlawful
Combinations and Confederacy, in the said
Bill charged, without that any other matter
or thing material, or necessary, for this defen-
-dant to make answer unto, and not
hesitate and hereby well or sufficiently an-
-swer unto, Confessed, or avoided, Traversed,
or denied as true, to the Knowledge, or belief
of this defendant, all which matters and
things this defendant is ready to aver main-
-tain and prove, as this Honorable Court shall
direct, and humbly prays to be herein dismis-
-sed, with his reasonable costs and charges
in this behalf most wrongfully sustained;

R. H. Murray Solicitor
for Defendant,

State of Illinois }

Kankakee County }

J. L. Sequin

I Francis Sequin being duly
sworn doth depose and say that

I have heard the above answer subscribed by me,
read, and know the contents thereof, and that
the same is true of my own Knowledge, Except
as to those matters & things which are therein
stated to be on information & belief, and as
to those matters & things I believe them to be
true in substance and in fact.

Sworn to and subscribed
before me this 28th day of
July A.D. 1838.

J. L. Sequin

Ada Bartlett, J. P.

167

Kankakee les les les
of the Sept Jan 1838.

R G Bush
11

Grant Seymour

Et al

Answer &
Fiscian

Filed July 28, 1838.

Placed to help
By A. M. Woolley
Sept

And Kankakee les les les on the clay and

174.

174

And heretofore to wit: on the day
 and year last aforesaid the said defendant
 George H. Ingham filed with the clerk of our
 said circuit court his answer and dis-
 -claimer in the words and figures following
 To wit:

44

46. ⁴⁶ warrant of Attorney, authorised John W Paddock
two others, to waive service of process & confess
a Judgment, in accordance with said warrant,
or left it optional with him, when & where & by
whom, a Judgment might be Confessed,
but it was the intention of this defendant
to Execute the usual warrant of Attorney,
and none other. And this defendant further
answering saith he does not know, nor can
he set forth, as to his belief or otherwise, whether
the other matters and things charged in the
said Complainant's said Bill of Complaint, are
true or not. And this defendant further
answering says, that he never had or claimed,
or pretended to have ^{to have} any right, title, or
interest, of in or to the said Note, or Judgment, or
in and to the money, due thereon, or any part
thereof. And this defendant disclaims, all
right and title of, in or to the same, and every
part thereof. And this defendant denies
all unlawful combinations and confederacy
in the said Bill charged, without that any
other matter, or thing material or necessary
for this defendant to make, answer unto, and
not having, or hereby well, or sufficiently
answered unto, Confessed, or avoided,
Inavised, or denied, is true, to the knowledge
or belief of this defendant, all which
matters and things this defendant

47. is ready to aver maintain, and prove as
 this Honorable Court shall direct, and
 humbly pray to be hence dismissed, with
 his reasonable costs and charges in
 this behalf most wrongfully sustained;

R. B. Munn, Solicitor
 for defendants

Geo H Lingham

State of Illinois }
 Hancock County } I George H Lingham being
 duly sworn depose and say
 that, I have heard the above answer subscribed
 by me read, and know the contents thereof,
 and that the same is true of my own knowledge
 Except as to those matters & things which
 are therein stated to be on information
 & belief, and as to those matters & things
 I believe them to be true, in substance and
 in fact.

Geo H Lingham

Sworn to and subscribed }
 before me this 26th day of }
 July A.D. 1858. }
 W. S. Waite, J.P. }
 in and for said County.

Thank you for the
of the Sept Jan 1858,

Rick Smith
to

George H. Latham
William Godfrey
to at

Audon &
Seiselman.

Filed July 28th/58

P. Worcester

clerk

48.

And afterwards 2d Wit: on the
11th day of October AD 1858 and the said
dependents By R N Murray his then atty
files their motion to dissolve injunction
heretofore issued in this cause which is in the
words and figures following 2d Wit:

State of Illinois }
 Hancock County } In Chancery setting,

William Godsey, Et al, }
 all } Bill & Injunction
 R. K. Bush }

49 And comes the said
 defendants by R. M. Munn, their Attorney,
 and moves, that ~~the~~ the Injunction issued
 in this action be dissolved, with costs
 & Damages, And for such other or further
 order as the Court may grant,

R. M. Munn
 defendant
 Atty.

Godfrey Et al
at

Brink
in in

Motion to dissolve
Injunction

Filia Oct 11, 1858,

P Worcester
Clark

51

And afterwards to wit: On the 14th day of October A.D. 1858 It being one of the regular days of the October Special Term for the said year A.D. 1858 and the said Court being then duly organized and sitting in open Court for the transaction of business the following proceedings were had and entered of Record by the said Court in the words and figures following to wit:

Robert R. Brush

vs

William S. Godfrey

Bill

George A. Longman and

James S. Seguin

And now at this day comes the said defendants by R. S. Murray their solicitor and their motion to dissolve the injunction in this cause

Robert R. Brush

vs

And afterwards to wit: On the 15th day of October A.D. 1858 It also being one of the regular days of the October Special Term of said Court for the said year A.D. 1858. and the said Court being then duly organized and sitting in open Court for the transaction of business the following proceedings were had and entered of Record by said Court in the words and figures following to wit:

Robert R. Brush

William Godfrey
George H. Ingham and
Samuel S. Seguin

Bill & Injunction

And now at this day comes
the said Complainant by J. P. Bonfield and
H. H. MacK his Solicitors and the defendants
also come by R. H. Murray their Solicitor
and after hearing the arguments of counsel
upon said defendants motion, Heretofore entered
herein to dissolve the Injunction in this cause
and the Court being fully advised on the
premises it is ordered adjudged and decreed
that the Injunction pending in this cause be
and it is dissolved and this came dissolved and
it is further ordered that the Judgment at Law
be and it is declared to be in full force for
the full amount thereof except the sum of
Thirty Five Dollars. And it is also further ordered
by the Court that said Complainant do pay
the costs of this proceeding together with ten per
cent damages on the Judgment at Law for the
detention thereof. Whereupon said Complainant by
his said Solicitors excepts to the opinion and
the ruling of the Court in sustaining said Motion
to dissolve and enters his prayer of appeal from the
Judgment of this Court in this cause to the Supreme

53.

Court of this State whereupon it is ordered by the Court that such appeal be and it is granted upon condition that said complainant file an appeal Bond in this cause with security to be approved by the Clerk and also his Bill of Exceptions in five days

And afterwards do Wit:
On the 19th day of October A.D. 1858 the said Complainant did file an appeal Bond in said cause with the Clerk of said Court which is in the words and figures following do Wit:

54. Know all men by these Presents that we Robert H. Bush
as Principal and George H. Luyham as surety, are
held and firmly bound unto William J. Godfrey
in the penal sum of Seven Hundred and fifty dollars
for the payment of which well and truly to be made
we jointly and severally bind ourselves, our heirs, Execu-
tors & administrators, Seals with our seals and dated
this the 19th day of October A.D. 1858.

The Condition of the above obligation is such that
whereas the above named William J. Godfrey, at the
April Term, A.D. 1858, of the Kankakee County Circuit
recovered a Judgment against the above bounden
Robert H. Bush, and George H. Luyham, for the sum
of Three Hundred and forty Six dollars damages,
and Costs of suit, And whereas said Godfrey
remitted thirty five dollars of said Judgment,
And whereas afterwards and before the October
Special Term of said Court, the above bounden
Bush filed his bill of Complaint in said Court
in the Chancery Side thereof, against said Godfrey
Luyham and one Francis Legier, and caused an
injunction to issue against ~~the~~ said Godfrey
and Legier from collecting said Judgment,
and whereas at the said October Special Term of
said Circuit Court, the said Court upon the suggestion
and Motion of the said Godfrey, dissolved said
injunction and dismissed said Bill of Com-
plaint, and awarded ten per cent upon the
Judgment as damages, and whereas the

Said Bush. then and there prayed for an appeal to the Supreme Court of the State of Illinois. And whereas the said Circuit Court granted such appeal, and said Bush is about to take such appeal, now therefore if the above bonded Robert K Bush shall pay or cause to be paid the said Judgment & decree, and all costs interest and damages, if the said decree be affirmed by said Supreme Court, and also shall prosecute the said appeal with effect, then this obligation to be void otherwise to be & remain in full force and effect.

approved by me at my
office this the 19th day of
October A.D. 1838.

Robert K Bush (S)
Geo H Lusk (S)

Worcester clk
By A M Woolley depty

Robert K Bush
vs
William J Woolsey
Appeal Bond,

Filed Oct 19th A.D. 1838.

Worcester clk

By A M Woolley depty

State of Illinois } Circuit Court of the October Special
 Kankakee County } W. Term Ad 1858.

Robert H. Brink, In Chancery,

vs

William I. Godfrey
 George H. Luskant
 Francis Legum

} Be it remembered that the
 } said defendant William I.
 } Godfrey, Moved the said Court,
 } at the said Term, to dissolve the

(56)

injunction and dismiss the Bill of Complaint
 in the above entitled cause, whereupon the Court
 sustained said Motion, and dismissed said
 Bill of Complaint, and dissolved said
 injunction, and thereupon the said Complaint
 Excepted to the same, and prayed that this
 Bill of Exceptions in that behalf might
 be allowed, which is accordingly done,
 and upon his motion the same is ordered
 to be made a part of the record in this
 case.

Chas R. Stair Jud
 Judge of the 20th Judicial Circuit
 of the State of Illinois

167
Robert R. Bush

vs

William J. Holby, Esq.

Bills of Exceptions

Filed Oct 20th 1838.

R. Worcester, Clerk

By A. M. Woolly, Sept

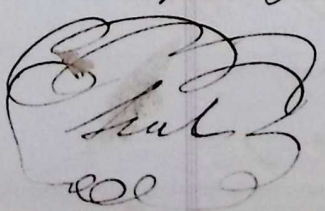
And afterwards to wit: on the
 20th day of October A.D. 1858 the said
 Complainant filed in the office of the
 Clerk of said Court a Bill of Exceptions
 which is in the words and figures following
 to wit:

And afterwards 20th Feb: on the
 16th day of May A.D. 1859 there was filed
 in the office of the Clerk of our said Court
 a Process issued by the Supreme Court of
 this State in the words and figures following
 20th Feb:

State of Illinois } The people of the State of Illinois
Supreme Court } of the County of Kankakee
 To the Circuit Court.

58,

Whereas A certain Plea, which was before the
 Circuit Court of Kankakee County, between
 Robert K Brush Plaintiff, and William
 Godfrey, George H Luskam and Francis
 Sevin defendants, the Judgment of
 said Circuit Court was rendered in favor
 of the said defendants, and against the
 said Plaintiff, And the said Plaintiff
 having moved an appeal to the Supreme
 Court, which was granted by the said Circuit
 Court on his entering into bond according to
 Law, and it having been certified to the
 said Supreme Court that the said
 Plaintiff did enter into bond according
 to Law and the said Plaintiff, having
 failed to prosecute his said appeal
 according to the Conditions of the said Bond
 and the rules of the said Supreme Court, and the
 said Supreme Court having dismissed said
 Appeal; We therefore Command you, and
 Every of you that you proceed with Effect
 according to Law, to final Execution of the
 Judgment of the said Circuit Court against
 the said Robert K Brush, notwithstanding
 the said appeal;



Witness the Hon John S Catron
 Chief Justice of the Supreme
 Court, and the Seal thereof

59.

at Ottawa this 12th day of May
in the year of our Lord One Thousand
Eight hundred and fifty nine

L. Leland,

Clerk of the Supreme Court.

By J. B. Rice Deputy.

Robert H. Bush

vs

William Woolley

vs

Proceedings

Filed May 16 1859

Procedural

By A. W. Woolley

State of Illinois
Kankakee County }
(60) J. Elon Curtis Clerk of the Circuit Court
in and for the said County do hereby
certify the above and foregoing to be a full
true and perfect transcript of the Record of
the proceedings of the Circuit Court of said
County in a certain cause lately pending
in said Court wherein Robert H. Brush
was Complainant and William Godfrey
George H. Ingham and Francis Sequin were
Defendants as appears from the Records and
files of said Court now in my said office
Attest my hand and the seal
of our said Court hereunto
affixed at Kankakee City in
said County this April 13. 1861
Elon Curtis Clerk
By J B Welch Deputy