

8416

No. _____

Supreme Court of Illinois

Wm. H. Brents

vs.

Jonathan Brown

71641  7

State of Illinois
Hardin County 388.

Please before the Hon William H Parrish
Judge of the 3^d Judicial Circuit Court in the State of
Illinois And presiding in the County of Hardin,
at the Courthouse in Elizabethtown the 11th day of
March in the year 1856.

Jonathan Brown Plaintiff,
vs Scirafaccus to finance Mortgage,
William H. Brents Defendant.

Be it remembered that on the 26th day February
in the year 1856. the following Scirafaccus issued from
the clerk's office of the Hardin Circuit Court, to wit,
"State of Illinois
Hardin County 388.

The people of the State of Illinois to William
H. Brents Sheriff in and for said County, Greeting,
Whereas heretofore on the 22^d day
of October in the year A D 1851 William
H. Brents made his certain deed of Mortgage
to Jonathan Brown which deed of Mo-
rtgage is the words and figures following
to wit Whereas William H. Brents stands
justly indebted to Jonathan Brown in the just
and full sum of one hundred and sixty five
dollars for which the said Brents has executed
his promissory Note bearing date herewith And
the said William H. Brents being willing to sec-
ure the said Jonathan Brown in the payment
of the same executes this Mortgage

Now therefore this Indenture made
and ~~executed~~ into this the 22^d day of October
in the year 1851 between the said William
H. Brents of the County of Hardin and State of

Illinois of the one part and Jonathan Brown
of the County and State aforesaid of the other
part Witnesseth That the Said William W
Brents for and in Consideration of the premises
as and the further Sum of one dollar to
him in hand paid the Receipt whereof he doth
hereby acknowledge hath given granted bar-
gained and sold and by these presents doth
give grant bargain ~~and~~ sell unto the said
Jonathan Brown the following described tract
or parcel of Land Situate lying and being in
the County of Hardin and State of Illinois
to wit) the $\frac{1}{4}$ of portion which was once
the undivided interest of William Bar-
ker John W Barker Eliza M^cAdoo begi-
ning on the West Side of Fractional Section
thirteen Township N^o. 12 South of Range
number nine East at the point on the
Ohio River where the ^{west} boundary of said
Fractional Strike the same thence up said
River with the meanders thereof to a
Spring in the Branch of said River thence
from the center of said Spring in a direct
line to the north boundary of said fraction-
al Section of such a course as will include
two hundred & fifty acres of Land in the
Western or lower Side of said Fractional
Section except fifty acres or thereabouts
laying above the Main Road deeded to
Samuel M Orr To Have and to hold
together with all and singular the
improvements and appertenuances therunto
belonging or in anywise appertaining to
the only proper use benefit and behoof

of him the said Jonathan Brown his
heirs executors Administrators and assigns
powers and the said William H Brents
doth hereby covenant to and with the said
Jonathan Brown his heirs executors &c
to warrant and defend the title to the
premises hereby conveyed against the claim
or claims of all and every other person
or persons whomsoever However upon
the following conditions that if the said
William H Brents shall well and truly
pay or cause to be paid said sum of one
hundred and sixty five dollars on the 22nd
day of October 1852 according to the terms
and conditions of said promise any note and
shall well and truly save and keep the
said Jonathan Brown harmless from
the payment of all cost and charges which
may accrue by reason of the executing this
Mortgage then this obligation to be void

~~Else~~ To remain in full force and virtue
In Testimony whereof the said William
H Brents hath herunto set his hand and affixed
his seal the day and year first above written

W H Brents (Seal)

Which said deed of Mortgage made and
~~delivered~~ as aforesaid was duly acknowledged
by the said William H Brents (alias W H
Brents according to Law and recorded in the
Clerks office of the Hardin Circuit Court in the
State of Illinois in D&D Books (D) Pages 156
and 7 The said promissory note is in the
 foregoing Mortgage is in the following words
and figures (to wit

\$105.00.

One Year after date I promise to
pay Jonathan Brown the sum of One hun
dred and Sixty five for value ~~Received~~
of him Witness My hand Seal this 22nd
day of October A D 1851

W. H. Brents Esq
with the following endorsement thereon Received on
the within Note Fifteen dollars and drawing
Interest on the balance at the rate of 10 per
cent untill paid and the said Jonathan Brown
is wait for for the bal untill the 22nd day
of October 1853 This January 11th 1853

And Whereas it has been complained
to us by the said Jonathan Brown that
the said William H Brents (alias W. H. Brents)
has hereto fore wholly neglected and refused to
pay the said sum of Money and the interest
thereon as specified in said Mortgage deed
and that the same remains due and unpaid —
and we being willing that whatever is right
in the premises Just and Equitable in the
premises shall be done do hereby command
that you make known to the said
William H Brents by good and Lawfull
Men of your Bailliwaik that he be and
appear on the first day of the next Term
our Circuit Court of Hardin at the Court
house in Elizabethtown on the second Mow
day in the Month of March next 1856.
To Show cause if any he can or has why he
against should not be rendered against
him for said sum of Money as may be
due by said Mortgage with the cost

of this Scier facias and why said mort
gaged premises should not be sold to
satisfy the same and have you then
and there this writ

Witness James M^d Tartan
Clerk of our said Court and the
Judicial Seal thereof at Elizabeth
Town this 26 day of February
A D 1856

J^d M^d Tartan CLK

on which is the following Return (Return)
State of Illinois
Hardin County

I John W. Ralph Deputy
Sheriff of Hardin County Illinois do hereby
certify that I served the within Scier
facias on the writ in named William W. Brents
by reading the same to him and also by
leaving a copy of the same with him
on the 27th day of February A D 1856

W. W. Sykes Sheriff &c
By John W. Ralph Cpy

Whereas William W. Brents stands justly
indebted to Jonathan Brown in the
just and full sum of One hundred & sixty
five dollars for which the said Brents hath
his promissory note bearing date herewith
And the said William W. Brents being wil
ling to serve the said Jonathan Brown in
the payment of the same executes this mortgage

Now Therefore This Indenture Made and entered into this the 22^d day of October in the year 1851 between William H Brents of the County of Hardin and State of Illinois of the One part and Jonathan Brown of the County and State aforesaid of the other part Witnesseth That the Said William H Brents for and in consideration of the sum and the further sum of one dollar to him in hand paid the receipt whereof he doth hereby acknowledge hath given granted bargained and sold and by these presents doth give grant bargain and sell unto the Said Jonathan Brown the following described tract or parcel of land situated ly in and being in the County of Hardin and State of Illinois (To wit The $\frac{1}{2}$ portion which was once of the undivided interest of William Barker John W Barker Elisha McAdoo beginning on the West Side of Fractional Section Thirteen Township number 12 South Range number nine East at the point on the Ohio River where the West Boundary of Said Fractional Section strikes the same thence up said River with the meanders thereof to a Spring in the banks of said River thence from the center of said Spring in a direct line to the North Boundary of said Fractional Section of such a course as will include one hundred and fifty acres of land in the Western or lower Side of said Fractional Section except fifty acres or thereabouts lying above the main Road due to Samuel M Orr To Have and to Hold together with all and singular the improvements and appertinances

Thereunto belonging or in any wise appertain-
ing to the only proper use benefit and behoof
of him the said Jonathan Brown his heirs ex-
ecutors administrators and assigns forever
And the said William H Brents doth hereby
Covenant to and with the said Jonathan Brown
his heirs executors &c to warrant and defend the
title to the premises hereby conveyed against the
claim or claims of him self his heirs executors
administrators and assigns and against the claim
or claims of all and every other person or persons
whomsoever

However upon the following condition that if
the said William H Brents shall well and truly
pay or cause to be paid said sum of one
thousand and sixty five on the 22nd day of October
1852 according to the terms and conditions of
said promissory and shall well and truly save and
keep the said Jonathan Brown from the pay-
ment of all cost and damages which may accrue
by reason of the executing of this mortgage then
this obligation to be void else to remain in full
force and virtue

In Witness Whereof the said William
H Brents hath herunto set his hand and affixed
his seal the day and year first above written
W. H. Brents Seal

State of Illinois, 2nd Dist
Warren County, 2nd Dist

Before me the undersigned
County Judge in and for said County this
day ~~personally~~ appeared William H Brents
personally known to me to be the real

person who subscribed the foregoing
deed of Mortgage and acknowledged the same
to be his free act for the purposes therein
mentioned Given under my hand and seal

this 22nd day of October A D 1850
Hugh McNamee, Co. W. C.

\$165 00

One year after date I promise to
pay Jonathan Brown the sum of one hundred
and sixty five for Value rec^d of him

Witness my hand and seal this 22nd day of
October A D 1851

W H Brents (L.S.)

on the back of which was the following endorse-
ment (Rowit)

Rec^d of the within note fifteen
dollars and drawing interest on the balance
at the rate of 10 per cent untill paid and the
S^r Brown is to wait for the bal untill the 22nd
of Oct 1853 This January 11th 1853

W H Brents

Afterwards, to wit, On the Day of in the year
185 ~~that~~ At a circuit held in and for said County
the following Order was made, to wit,

"Jonathan Brown v. Plaintiff

v. S. Scrafacis to foreclose Mortgage

William H Brents v. Defendants

Now on this day came
the plaintiff by Macklin his attorney
and the defendant being three times
Solennly Called came not but made
default Therefore IT is ordered by
the Court that the Clerk find the
debt and assess the damages and report

the Clerk finds the debt \$165.00
Interest \$56.85 aggregate \$221.85

Therefore It is considered by the
Court that the plaintiff Receiver —
from the said Defendants the sum
of Two hundred and Twenty dollars and
Eighty five cents together with his
reasonable cost in that behalf exp
ended and that he have a Special
fifa Execution to Sell the said Mort
gaged premises described as follows
to wit) 9th portion which was once
the undivided Interest of William Barker
Elisha M. & due beginning at the W. Side
of Fractional Section B Corner 12 S of Range
9 East at the point on the Ohio River
where W. boundary of said Fractional Sec
tion strikes the same thence up said
River with the Meanders ~~thereof~~ of the
River to a Spring in the bank of said river
thence from the center of said Spring in
a direct line to the North boundary line
of said Fractional Section of such a course
as will include 250 Acres of land in
the Western or lower Side of said Fracti
on Section except 50 Acres or thereabouts
lying above Main Road divided To S. M.
Cor 86

State of Illinois
Hardin County, 355

I James M. Garland Clerk of
the County Circuit Court within and for Said
County, Certify that the foregoing Newspaper
Contains a full true and perfect transcript
of the Cause therein specified, as full
and perfect as the same remains of record
in my Office,

Given Under my hand and
Seal of Office, at Elizabethton
the 28th October 1859.

W^m Garland clk

William H. Brewster. - Plaintiff in Error

vs.

Johnathan Brown - deft. in Error.

The said plaintiff by James M. Warren
his attorney Comes and says, the record and
proceedings aforesaid, and also the rendition
of the judgment aforesaid, there is
manifest error in this, to wit,

- 1st The Decree aforesaid and the matters
therein contained are not sufficient
in law,
- 2^d The Court erred in entering judgment
for more than the Decree aforesaid claims
- 3^d The Court erred in entering judgment
generally instead of specially,
- 4th The Court erred in rendering a
general judgment
- 5th The Court erred in not entering
judgment to sell the mortgaged premises.

William H. Brewster

Dr.

Jonathan Brown
Record,



Filed November 3rd 1857.

A. Johnston atty

Disposed by Warner - \$5.00

And the said Plaintiff prays that the Judge
may decree, in the same manner,
affidavit as the record and free and up
for the said Plaintiff, and
all by the said for nothing &c.
for the same atty for
Plaintiff in error.

No 35

1859.

Wm H. Prentiss

my

Jonathan Brown

Ernest Harder

84/6

Dismissed for want of
prosecution

See Record Book "B" - Page 89 -
Courtier on Page 376 -
[8416-12]

35—

Paid—

to

Drum

Reaper

Filed November 3, 1857—

St. John's old
4

Office of James M. Warren,

Attorney & Counsellor-at-Law and Collecting Agent,

ELIZABETHTOWN, ILL., 28th Oct 1859

Cltg Supreme Court.
Mt Vernon

Dear Sir.

Enclosed please
find Recd. Prints in Brown,
and 45. please forward the
list immediately, directed to me.

Yours Truly

James M. Warren

State of Illinois,
SUPREME COURT,
First Grand Division.

} ss

The People of the State of Illinois,

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

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of Hardin county, before the Judge thereof between

Jonathan Brown plaintiff and

William H. Mearns defendant it is said manifest error hath intervened to the injury of the aforesaid William H. Mearns as we are informed by his complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly without delay send to our Justices of our Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at **Mount Vernon**, in the County of Jefferson, on the fifteenth day of this month ~~that~~, 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. Catron Chief Justice of the Supreme Court and the seal thereof, at MOUNT VERNON, this thirteenth day of November in the year of our Lord one thousand eight hundred and fifty nine

Noah Johnston
Clerk of the Supreme Court.



SUPREME COURT.
First Grand Division.

William H. Meely

Plaintiff in Error,

VS.

Solomon M. Brown

Defendant in Error.

WRIT OF ERROR.

Submitted & FILED. Nov. 3, 1859.

A. Johnston cly

State of Illinois,
Supreme Court,
First Grand Division.

1853

William H. Proust-

vs. Error t. Hardin
 Brotham Brown

} November Term
 } Supreme Court
 } 3^d Grand Division
 } Illinois.

I do hereby enter myself guaranty
 for cost in the above entitled Cause,
 and acknowledge myself bound to pay
 or cause to be paid all cost which
 may accrue in said action either
 to the opposite party or any of the
 Officers of this Court pursuant to the
 laws of this State. Dated the 28th
 October 1853. J. H. H. Wiley

W. H. Brants.

n.

Jonathan Brown,

Pont

Filia Nov. 3^a 1859.

N. Johnston cly

State of Illinois,
SUPREME COURT,
First Grand Division.

} SS

The People of the State of Illinois,
To the Sheriff of Hardin County.

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of Hardin county, before the Judge thereof between

Johnathan Brown plaintiff and

William H. Bents defendants it is said that manifest error hath intervened to the injury of said William H. Bents as we are informed by his complaint, the record and proceedings of which said judgment, we have caused to be brought into our Supreme Court of the State of Illinois, at Mount Vernon, before the justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said Johnathan Brown

that he be and appear before the justices of our said Supreme Court; at the next term of said Court, to be holden at **Mount Vernon**, in said State, on the first Tuesday after the second Monday in this month ~~November next~~, to hear the records and proceedings aforesaid, and the errors assigned, if he shall think fit; and further to do and receive what the said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Johnathan Brown notice together with this writ.

WITNESS, the Hon. John D. Catron Chief Justice of the Supreme Court and the seal thereof, at MOUNT VERNON, this thir day of November in the year of our Lord one thousand eight hundred and fifty nine

Abrah. Johnston

Clerk of the Supreme Court.

SUPREME COURT.
First Grand Division.

William & Minto

Plaintiff in Error,

VS.

Johnathan Moore

Defendant in Error.

Returning writ 10

J. S. Woodward

Shiff

SCIRE FACIAS.

FILED.

*if have not been able to get service on this
writ for reason of its not-conforming to hand
in time November 15-17 1859 J. S. Woodward
Shiff H. C. M.*