

12891

No. _____

Supreme Court of Illinois

Shannon

vs.

Steamboat Clairon

State of Illinois. Let. In the Supreme Court
West. Power & Co. v. Third Grand division

Plaintiff in error

vs. Defendant

John Shannon

Defendant

Even & Grace County

I do hereby certify myself
Sincerely for costs in the above entitled cause. And ac-
knowledge myself bound to pay or cause to be paid all
costs that may accrue in this action. either to the
opposite party or to any of the officers of this Court in
pursuance of the Laws of this State —

Dated this 16th Day of August A.D. 1886

John W. Smith

Know all men by these Presents, that Mr. George R. West, Benj. P. Powers and Saml. S. Spaulding, Partners under the firm name and style of West & Co. of the County of Dubuque and State of Iowa, as Principals and John D. Simmons, of the County of Jo. Davis and State of Illinois, as Surety, are held and firmly bound unto John Shannon, in the full sum of Seven hundred dollars, lawful money of the United States for the payment of which well and truly to be made, we bind ourselves, our heirs, Executors and Administrators, jointly, severally, firmly by these Presents. Witness our hands and Seals this 18th Day of August AD 1856.

The Condition of the above obligation is such that whereas the said John Shannon did on the 27th Day of May AD 1856, in the Circuit Court in & for the County of Carroll and State of Illinois, receive a Judgment against the Steamboat Clarion for the sum of Five hundred dollars ^{and costs of suit} And whereas said George R. West, Benjamin P. Powers and Samuel S. Spaulding, the owners of said Steamboat Clarion, have prayed a writ of Error and Supersedeas from the third Grand Division of the Supreme Court of the State of Illinois for the suspension and reversal of said Judgment, now if the said George R. West Benjamin P. Powers and Samuel S. Spaulding, Partners as aforesaid, shall duly prosecute said writ of Error and pay or cause to be paid such Judgment, Cost Interest, and Damages, as the said Supreme Court shall adjudge, against said Steamboat Clarion, in this behalf, in case said Judgment is affirmed, then this obligation is to be void, otherwise to remain in full force and virtue.

In presence of
Jas W. Swift

Geo. R. West
Benj. P. Powers
Saml. S. Spaulding
J. D. Simmons

Seal
Seal
Seal
Seal

West Town Co, Owners
of Steamship Columbia
vs Depts in sum

John Shannon
Depts in sum

Bond

Filed Aug. 21, 1856
L. Leland
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 Carroll 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 Carroll county, before the Judge thereof, between ~~Stamboat~~ John Shannon

plaintiff, and The Steamboat Clarion

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

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

WITNESS,

the Hon. Walter B. Scates Chief Justice
SAMUEL H. TREAT

of our said Court, and the Seal thereof, at Ottawa, this 21st day of August
 in the Year of Our Lord One Thousand Eight Hundred and Fifty-six

L. Leland
 Clerk of the Supreme Court.
R. J. B. Rice Deputy

Steamboat Clarion
vs
John Shannon
Writ of Error

This Writ of Error is
to operate as a su-
persedeas & as such
is to be obeyed by
all concerned.

L. Seland

Clerk

By J. B. Rice
Deputy

Filed August

21, 1856

L. Seland
Clerk

State of Illinois
Sixth Judicial Circuit }
Carroll County } Set.

Be it remembered
That the following proceedings were
had in the Circuit Court in and
for the Said County of Carroll, the Hon
John M. Drury presiding, in the case
of John Shannon against the Steam
Boat Clarion To wit:

On the 30th day of October A.D. 1855 upon
the Docket Entry Book of said Court in
said cause appears the following Entry
to wit:

Miller & Amos John Shannon

Steam Boat Clarion } Attachment
Oct 30. 1855

Also on said 30th day of October A.D. 1855 upon
the files of said Court appears the following
Affidavit:

State of Illinois
Carroll County } ss.

John Shannon being sworn says
that the Steam Boat Clarion navigating the
Mississippi River one of the navigable waters
of the State of Illinois is indebted to the said
John Shannon in the sum of three hundred and

Twenty dollars for service, labor, work & skill, before
this time done rendered and performed on said
Steam Boat Clarion as pilot of said Steam
Boat and for extra service as pilot on said
boat, which labor, work, service and skill
were performed, done and rendered for said
Boat at the request of Patrick Moran Master
of said Boat and Joel A. Daniels, Supercargo
of the same, and that said sum is now due
and owing to the said John Shannon.

Sworn to and subscribed

before me this 25th day of
October A. D. 1855.

Rufus G. Bailey Clerk of
the County Court

B. Volney Shannon Deputy Clerk

John Shannon

Which Affidavit is Endorsed as follows. To wit:
Filed Oct 30th 1855 J. P. Emmert CLK By
B. P. Shirk, Dept CLK

Also upon said 30th day of October 1855 upon
the files of said Court in said cause appears
an Attachment Bond of which the following
is a copy, To wit:

Know all men by these presents that we John
Shannon and Thomas Shannon are held
and firmly ^{bound} unto the people of the State of

of Illinois for the use of the owners of the
Steam Boat Clarion in the penal sum of
Six hundred and forty dollars to be levied of
our goods and Chattels Land and tenements if default
be made in the following conditions

The condition of this obligation is such that whereas
John Shannon has on the day of ~~the~~ the date hereof
prayed an Attachment out of the Circuit Court
of Carroll County at the suit of the said John
Shannon against the Steam Boat Clarion
for the sum of three hundred and Twenty
Dollars and the same being about to be sued out
returnable on the first day of the next term of said
Court. Now if the said John Shannon shall
prosecute his suit with effect or in case of failure
therein shall well and truly pay and satisfy
the owners of said Steam Boat all such costs and
damages as shall be awarded against said
John Shannon his heirs, executors and adminis-
trators in any suit or suits which may hereafter
be brought for wrongfully suing out said
Attachment then this obligation to be void
otherwise to remain in full force and effect
Witness our hands and seals this 25th day of
October A.D. 1855 -

John Shannon
Thomas Shannon

Which Cond is endorsed as follows to wit:

Filed Oct 30th 1855. J. P. Emmert CLK
Deputy

also upon said 30th day of October A.D. 1855
a writ of Attachment was issued in said
Cause, of which the following is a copy to wit:

State of Illinois }
Carroll County } sct.

The People of the State of Illinois
To the Sheriff of Carroll County, Greeting:
Whereas John Shannon has complained
on oath before R. G. Bailey CLK By V.
Armour Deputy clerk of the County Court
of Carroll County, that the Steam Boat Clarion
navigating the Mississippi River one of the navi-
-gable waters of the State of Illinois is justly
indebted to the said John Shannon to the
amount of
Three hundred and twenty dollars for
service, labor, skill & for extra service as
pilot of said Steamboat Clarion and
the said John Shannon having given
bond and security according to the direction
of the act in such case made and provided:
We therefore command you, that you attach
said Steamboat Clarion, her Engine &
Machinery & furniture if to be found in
your County, as shall be of value sufficient
to satisfy the said debts and costs, according

5

to the complaint: and such Estate so attached
in your hands to secure, or so to provide,
that the same may be liable to further
proceedings thereupon, according to law,
at a Court to be holden at Mr. Carroll
in the County of Carroll upon the fourth
Monday of May next, so as to compel the said
Steam Boat Clarion to appear and answer
the complaint of the said John Shannon
and that you also summon — as garnished
— to be and appear before the said Court
on the said — day of — next thereafter
then to answer what may be objected against
— when and where you shall make
known to the said Court how you have
Executed this Writ: And save you then
and there this Writ:

L. S. Witness J. P. Emmert Clerk of the
Circuit Court of Carroll County
Illinois and the Seal of said Court
at Mt. Carroll this 30th day of October
A. D. 1855 —

Attest J. P. Emmert Clerk
By B. P. Shirk Dep't Clerk

Which said Attachment is Endorsed as
follows. —

Served the within Attachment by Attaching

the within named Steam Boat Clarion this
1th day of Nov 1855 Serving Attachment
50, 11 miles ~~travel~~ 55, returning 10 = \$1.15
S. S. Dunn Sheriff.

And afterwards, To wit: On the 15th day
of May 1856, in said cause was filed a
declaration, of which the following is a
copy, to wit:

Of the Carroll County Circuit Court of the May
Term A. D. 1856.

John Shannon by Miller & Amour his
Attorneys complains of the Steam Boat
Clarion navigating the Mississippi
River one of the navigable waters of the
State of Illinois for that whereas the
said Steam Boat Clarion heretofore,
to wit: On the 30th day of October A. D. 1855
at Carroll County Illinois, was indebted to
the said Plaintiff in the sum of Eight hundred
dollars for that whereas on or about the 21st day
of June in the year of our Lord one thousand
Eight hundred and fifty five one Joel A. Daniels
then and there one of the owners & the agent of
the owners and Supercargo of said Steam Boat
in consideration that the plaintiff at the request
of ^{the} said Daniels as agent and Supercargo as

aforesaid, had then and there agreed to enter into the service of said Steam Boat as pilot thereof, the said Daniels as owner, supercargo, & agent as aforesaid agreed on the part of the said Steam Boat to and with the said Plaintiff to pay the said Plaintiff at the rate of Two Hundred Dollars per month, for each and every month the said Plaintiff should serve said Steam Boat as Pilot of the same, and the Plaintiff avers that in pursuance of said contract he entered into the service of said Steam Boat as pilot as aforesaid and continued to serve said Boat as Pilot thereof until the 13th day of October 1855 at which time said Steam Boat at Canal County aforesaid discharged said Plaintiff from further service, and afterwards to wit: on the day and year last aforesaid the said Steam Boat in consideration of the promises respectively promised to pay the said Plaintiff the said sum of money upon request, and the said Plaintiff says that the said Steam Boat nor any one on her behalf, although often requested hath not paid said two hundred Dollars per month or any part thereof, but to pay the same hath hitherto wholly neglected & refused and still doth neglect and refuse to the damage

of the said Plaintiff of Eight Hundred dollars
and also for that whereas the said Steam Boat
afterwards to wit on the day and year first
aforesaid at Carroll County aforesaid was
indebted to the said Plaintiff in the further sum
of Eight hundred dollars, for that whereas be-
fore to wit on the 31st day of June A.D. 1855
one Joel A. Daniels then and there one of the
owners of said Steam Boat and Supercargo of the
same in consideration that the Plaintiff
had then and there agreed with the said Daniels
to enter into the service of the said Steam Boat
Clarion a Pilot thereof the said Daniels
agreed on his part and on the part of the
said Steam Boat, to and with the said
Plaintiff to pay the said Plaintiff at the
rate of Two Hundred dollars per month
for each and every month and part of month
the said Plaintiff would so serve said Steam
Boat as Pilot thereof and the Plaintiff avers
that in pursuance of said agreement he
entered into the service of said Steam Boat
as pilot thereof and continued to serve said
said Boat as Pilot thereof until over about
the 13th day of October A.D. 1855-

And also for that whereas afterwards to wit
on the day and year first aforesaid at Carroll
County aforesaid the Steam Boat aforesaid

Copy of Account Seeded on
Steamer Port Clarence

To John Shaccum	Dr
To Sam Munk wages as Pilot	\$800.
To Wm Odabro Pilot of Ind Steamer Port	800.
To Acc't found due on Account Steamer	600

was indebted to said plaintiff in the further sum of Eight hundred dollars for the work, labor care, diligence & skill of the said plaintiff before that time done, performed and bestowed upon said boat in navigating, steering and directing the course of said boat as pilot thereof, for a long space of time to wit for the space of four months at the request of one Joel A. Daniels one of the owners of said Steam Boat and supercargo thereof and of one Patrick Moran then and there the Master of said Boat, and in the sum of six hundred dollars for money found due said plaintiff from said Steam Boat on an account due between said plaintiff and said Steam Boat on the day and year first aforesaid yet the said Steam Boat nor any one in her behalf hath not paid the said plaintiff the said sums of money nor any part thereof but to pay the same or any part thereof hath wholly neglected and refused and doth still neglected & refused to the plaintiffs damage of Eight hundred dollars & therefore he sues &c —

Miller & Announ
Plff Attorneys

Which said Declaration is endorsed as follows
Filed May 15th 1886. J. P. Emmers Clerk Bay B.

P. Shirk Depty.

And afterwards To wit On the 27th day of May
A.D. 1856 at the May Term of said Circuit
Court upon the records of said Court appears
the following Entry to wit:

John Shannon

⁴
Steam Boat Clarion } Attachment

And now at this time came
the plaintiff by his attorney and on his motion
it is ordered by the Court that the Steam Boat
Clarion be called and the same being three
times called by the Sheriff and not appearing
it is ordered by the Court that Judgment by
default be entered and that a writ of enquiry
be awarded for the assessment of damages.
And now here (the said writ having been
Executed) came the following good and
lawful men to assess said damages, to
wit: John Roland, Thomas Kinney, George
Eisenbeis, James Lancker, Sumner Downing,
Aaron Buffman, Ferdinand Ruppel, Samuel
Stouffer, L. S. Benjamin, John Fuller,
J. P. White, and James Green, who being duly
elected, tried, sworn and affirmed to well and
truly assess said damages, after having

P. Shirk Depty.

And afterwards To wit On the 27th day of May
A.D. 1856 at the May Term of said Circuit
Court upon the records of said Court appears
the following Entry to wit:

John Shannon

⁴
Steam Boat Clarion } Attachment

And now at this time came
the plaintiff by his attorney and on his motion
it is ordered by the Court that the Steam Boat
Clarion be called and the same being three
times called by the Sheriff and not appearing
it is ordered by the Court that Judgment by
default be entered and that a writ of enquiry
be awarded for the assessment of damages.
And now here (the said writ having been
Executed) came the following good and
lawful men to assess said damages, to
wit: John Roland, Thomas Kinney, George
Eisenbeis, James Lancker, Sumner Downing,
Aaron Buffman, Ferdinand Ruppel, Samuel
Stouffer, L. S. Benjamin, John Fuller,
J. P. White, and James Green, who being duly
elected, tried, sworn and affirmed to well and
truly assess said damages, after having

heard the evidence returned a verdict of damages
in favor of said plaintiff and against said defendant
for the sum of five hundred dollars. Whereupon it is
considered and adjudged by the Court that the
said plaintiff have and recover of said Defendant
the aforesaid sum of five hundred dollars, so as
aforesaid assessed, together with his costs and
charges in this behalf by him expended,
and that he have ^{a special} Execution ~~thereof~~ for the
Sale of the property attached, to satisfy the
same.

State of Illinois
Carroll County J^{es} S. J. P. Emmert Clerk
of the Circuit Court in and
for said County do certify that the foregoing
is a correct transcript of all the proceedings
in said Court in the case of John Shannon
against Steam Boat Clarion up to and
including the rendition of Judgment as
appears by the records of said Court
also a complete copy of all papers ^{filed} in said
Cause, ~~and also a copy of the papers~~ ^{in said Circuit Court} ~~and also a copy of the papers~~ ^{filed} ~~and also a copy of the papers~~ ^{filed}

Witness my hand and the Seal
of said Court at Mt. Carroll
this 13th day of August A.D. 1856
J. P. Emmert Clerk



heard the evidence returned a verdict of damages
in favor of said plaintiff and against said defendant
for the sum of five hundred dollars. Whereupon it is
considered and adjudged by the Court that the
said plaintiff have and recover of said Defendant
the aforesaid sum of five hundred dollars, so as
aforesaid assessed, together with his costs and
charges in this behalf by him expended,
and that he have ^{a special} Execution ~~thereof~~ for the
Sale of the property attached, to satisfy the
same.

State of Illinois
Carroll County J^{es} S. J. P. Emmert Clerk
of the Circuit Court in and
for said County do certify that the foregoing
is a correct transcript of all the proceedings
in said Court in the case of John Shannon
against Steam Boat Clarion up to and
including the rendition of Judgment as
appears by the records of said Court
also a complete copy of all papers ^{filed} in said
Cause, ~~and also a copy of the papers~~ ^{in said Circuit Court} ~~and also a copy of the papers~~ ^{filed} ~~and also a copy of the papers~~ ^{filed}

Witness my hand and the Seal
of said Court at Mt. Carroll
this 13th day of August A.D. 1856
J. P. Emmert Clerk



John Shannon

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Steam Boat Clarion

Exemplification of Record



Per for Transcript p. 50

Stewart & Oliver }
 " Affidavit } Error to Council County.
 John Shannon }
 Defendant }

And now comes the said Plaintiff in error by Wm. H. & Son, Attorneys. And says that in the Record and proceedings, and in the Reciting of Judgment in said Court, in said Circuit Court, there is manifest error in this Court;

1st Said Court erred in granting said writ of Attachment, the Affidavit showing no good Cause for an attachment against said Stewart, And no Bond being here filed according to the requirements of the Law -

2^d Said Court erred in holding Jurisdiction of said Court for reasons apparent upon the face of the Papers -

3^d Said Court erred in entering Judgment by default against said Stewart, without publication or other legal notice to the persons thereof

4th Said Court erred in rendering a writ of Inquiry to assess Damages against said Stewart.

5th Said Court erred in rendering Judgment upon the finding of said Jury -

6th Said Court erred in rendering a Judgment against said Stewart & in favor of said Debt in sum for a larger amount than was sworn to in the Affidavit for an attachment in said Court - Said Judgment being by default & other being no appearance for said Stewart or the persons thereof in said Circuit Court.

7th Said Court erred in rendering

Any judgment in favor of said debt in sum. in said case
8th said Court ruled in according
an execution on said judgment for the sum of the
said Steam boat.

9th said Court ruled in other respects
& for other reasons apparent upon said Record
Wigley & Terratt
Attys for Plff in sum

Let a supersedeas issue upon the owners
of the Steam Boat Clarion the Plff in error
entering into bond as required in the penal
sum of seven hundred dollars with George
R. Wellsville or John D. Simmons, or Harris
P. Selmerburgh sureties
J. D. Catron

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Steam Boat Clarion

John Simmons

Transcript of Record

Filed Aug. 16. 1856

L. Leland
Clerk