

No. 11963

Supreme Court of Illinois

Walker.

vs.

Welch, et al.

71641  7

To Davies
J. J. ell. Walker
by
Orin Welch et al.
185

1852

11963

Refused

State of Illinois
fourteenth Judicial Circuit
Jo Daviess County

Placed in the Circuit Court
before and held within and for the County of
Jo Daviess aforesaid on the fourth Monday in
the Month of August to wit the 25th day of
August A.D. 1851 before the Hon Benjamin R
Sheldon presiding Judge of the said fourteenth
Judicial Circuit in said State,
C. E. Sanders Sheriff, Wm W. Bradley Clerk.

Oscar Welch & George McCully	}	Plaintiffs
partners under the name & firm of Welch & McCully		attachment in Assumpsit
vs Daniel J. M. Walker		Defendant

Be it remembered that hereupon
to wit on the fourteenth day of August A.D. 1851
the Plaintiffs aforesaid ~~have~~ filed in the Office
of the Clerk of the Circuit Court of Jo Daviess
County aforesaid their affidavits which affi-
davit is in the words and figures following
to wit:

State of Illinois
Jo Daviess County

On this day, personally
appeared before the undersigned Clerk of the
Circuit Court in and for ^{the} ~~Jo Daviess~~ County and
State aforesaid alone mentioned Oscar Welch
of the firm of Welch and McCully who being

duly sworn according to Law declares that Daniel J McWalter is jointly indebted to Bee Welch and George McCully partners under the name and firm of Welch & McCully in a sum exceeding twenty dollars to wit in the sum of two hundred and Eighty four dollars and Ninety three Cents and interest thereon which indebtedness occurred on account of a promissory note made by the said Daniel J McWalter to the said Welch & McCully as partners aforesaid and which the following is a copy of the said promissory note made by the said Daniel J McWalter as aforesaid

450.31

450.31 Given Nov 15th 1850

Seven months after date I promise
to pay to order of Welch & McCondy, Four hundred
and fifty ⁰⁰ dollars for value received at
the office of James Carter & Co Galena Ill.

Synd S J M Wacker

on which promissory Note then now remains due and unpaid the Said Sum of two hundred and Eighty four dollars and ninety three cents and interest as above Stated. And this affiant further States as he is informed & verily believes that the Said Samuel J^r Walker has departed from this State with the intention of having his effects removed from this State to the injury of the Said Welch & McCully, And this affiant prays the Said Clerk of the Said Circuit Court to issue a writ of attachment ~~on the~~ ^{on the} ~~on the~~ ^{on the} demanded herein above Stated against the lands tenements goods

Chattel rights credits money and effects of
the said Daniel J M Walker of even, kind
or so much thereof as will be sufficient to
Satisfy the Claim sworn to with interest
and costs of suit in whose hands or possession
the same may be found according to the
Statute in such case made & provided
Sworn & Subscribed } Oseu Welch
before me this 14th Aug^r 1851 }
Wm W R. a. l. c. l. c. }

Oseu Welch & George McCully }
partners under the name & } In assumption
firm of Welch & McCully, } damages \$400.
vs }
Daniel J M Walker }
Enclosed filed 14th Aug^r 1851
Wm W R. a. l. c. l. c.

and afterwards to wit "on the same day
to wit on the 14th August a d 1851 the said
Plaintiffs filed in the said Court a Bill
Bond in the words and figures following to
wit

Know all men by these presents that we
Oseu Welch George McCully and Geo C Strother
are held and firmly bound unto Daniel
J M Walker in the penal sum of five hun-
-dred & seventy dollars to the payment of which
well and truly to be made we bind ourselves
our and each of our heirs executors and

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administered jointly and severally, firmly
by these presents; sealed with our seal, and
dated this 14th day of August A.D. 1851

The condition of this obligation is such that
whereas the above named Ose Welch and
George McCully partners under the name &
firm of Welch & McCully have on the day
of the date hereof prayed an attachment
at the suit of themselves against the estate
of the above named Daniel J. Macomber
for the sum of two hundred & eighty four
dollars and ninety three cents and interest
and the same being about to be paid out
returnable on the 14th Monday of August
inst to the term of the Circuit Court then to
be holden Now if the said Ose Welch
and George McCully partners do shall
procure their suit with effect or in case
of failure therein shall well and truly pay
and satisfy the said Daniel J. Macomber
all such Cts in said suit and such
damages as shall be awarded against
the said Ose Welch & George McCully partners
or their heirs executors or administrators
in any suit or suits that may hereafter
be brought for wrongfully serving out the
said attachment then the above obligation
to be void otherwise to remain in full force
and effect

taken & acknowledged before
me this 14th Augt 1851
Wm H. Bradley, Clerk

Welch & McCully (S)
Ose Welch (S)
George C. Strother (S)

Endorsed filed 14th Aug^t 1851
Wm W Bradley cl^k

And afterwards to wit on the same day
to wit on the 14th day of August A.D. 1851
then issued out of the said Clerk's office
of said Court a writ of attachment which
said writ is in the words & figures follow-
ing to wit "

State of Illinois }
In said County } p

The People of the
State of Illinois to the Sheriff of said County,
Greeting: Whereas Ose Melch & George
Mc Cully partners under the name & firm
of Melch & McCully plaintiffs have complain-
ed on oath to the Clerk of our said County
Court for the County aforesaid that Ose Melch &
Mc Cully defendant is justly indebted unto
the said plaintiffs to the amount of two hun-
dred & eighty four dollars and ninety three cents
and also that the said defendant has departed
from this State with the intention of having
his Effects removed from this State and the
said Ose Melch & George McCully partners &
plaintiffs having given bond and security
according to the directions of the act in such
Case made and provided We therefore com-
mand you that you attach so much of the
Estate real or personal of the said defendant
to be found in your County as shall be ap-

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value sufficient to satisfy the said debt
and costs according to the said 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 the 1st District Court Circuit Court to be holden
in and for the County aforesaid at Duluth
in said County on the fourth Monday of
August inst; so as to compel the said
Defendant to appear and answer the
Complaint of the said Oser Welch & George
Wheeler Partners & Plaintiffs, and that
you also summon Lewis Morton W. Lamborn
Thos Duds & E O Egnor as Garnishers to be
and appear before the said Court on the
said 4th Monday of August inst thereat
there to answer what may be objected against
him when and where you shall make known
to said Court how you have executed this writ.
And hence you show show this writ. Witness
My W. Bradley Clerk of the said Court and
the Seal thereof at Duluth this 14th day of
August a d 1851

(Seal) W. W. Bradley Clerk

which said writ was returned by said Sheriff
into the said Clerk's office with the following
Endorsement thereon to wit:

I have this 14th day of August a d 1851
by virtue of the above attached writ removed
on the following described personal property
taken as the property of Daniel J. W. Weller

to wit 4 Ploughs, 9 pair tongs, 2 Hammers
2 Schitches 2 punches, 2 Set Hammers, 1 chisel
2 Sledges, 4 punches, 3 Eye wedges, 2 Cold
Chisels 5 Heading tools, 1 Iron Square, 1 pair
Punches, 1 punching Block, 3 punches 2
Braces & pieces Patterns 1 auger 5 auger bits
4 Files and lot small tools 3 planes 1 draw
Shave 1 Hand axe 1 Chopping axe 3 Saws
1 Square 1 Gauge 1 Amvil 1 Hardy, 1 Belcon
1 vice 1 Set Screw plate and taps 3 Hammers
4 Ranges 1 Boiler 9 pair Castings 6 Castings
4 18" Spur Stub & unfinished ploughs and
trimmings 2 Plain Ploughs and Trimmings
3 20" Iron 3 Casting 4 50" Scrap Stub 11 2 Plough
Handles 22 Plough Beams 2 Hand Screws
1 Horse power Belt & Pulleys 1 Large Grind Stone
Lot Plum Barnes 14 Oak Plank 35" long 1
Smiths vice 1 Stub 5 Set Dice 7 Taps 1 Range
1 Screw Plate 2 Set Dice 6 Taps 1 Screw Plate
1 Set Dice 2 Taps 1 Screw plate 2 Set Dice
11 Taps 1 Range 1 Brace & drill 4 Patterns
4 Hammers 1 Sledge Sanders 2 pair pinches
8 pair tongs 6 Heading tools 1 Cold Chisel 1
Hammer 10 Pinches 2 Eye Wedges 2 Gauges
1 Chisel 2 Hardies and Back Horn 1 pair
Calipers 1 pair Compies 1 Brau + Bit 1 Grind
stone Shaft & 2 Ratches 1 pair tongs Shoring
Box and Contents 1 Prop 1 Amvil 1 Smiths Belcon
1 Board Staddle 1 Bearon 2 tables 1 Looking glass
1 Clock 2 Bedsteads 1 Parlor 1 Kitchen Stone
1 Kitchen Cupboard 6 Common Chairs and

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also summoned as Garnish Thomas Deeds, on
the 18th Day of August a d 1851 and also William
Lawhorn. and E O Eymar as Garnish, on the
19th Day of August a d 1851 the above named
Lewis Norton not found

Shuffles } C E Sanders Shuff
Executing writ 50^c } and also summoned said
Taking Inventory 2.00 Daniel J M Walker
Removing Property 2.00 C E Sanders Shuff

Pd for watching 10.50

do for removing 50

do Drayage 3.75

do one box 20

As to Brown Shuckles 2.50

Midday & Returning 15

Delivering Post of

tools to Sam W. M. 1.00

\$ 23.10 Sept 16th 1851

And afterwards to wit on the 15th Day of August
a d 1851 the said Plaintiffs by their attorneys
filed in the Office of the said clerk of the
said Circuit Court a declaration against
the said Defendant which declaration
is in the words and figures following to wit
State of Illinois } In to said County
In said County } p Circuit Court August
term a d 1851

Ora Welch and Gen } Attachment
McLenny partners under }
the name & firm of }
Welch & Mc Cully } In Assumpsit

vs
Daniel J. M Walker

Osw Melch and George
McCully, partners under the name
and firm of Melch & McCully Plaintiffs
Complains of Daniel J. M Walker
defendant in a plea of Assumpsit for
that whereas the said defendant on the
fifteenth day of November one thousand
Eight hundred and fifty at Galena in
the County and State above mentioned
made his promissory note in writing
and delivered and delivered the same
to the said Plaintiffs, and thereby promised
to pay to order of the said plaintiffs the
sum of four hundred and fifty dollars
and thirty one cents in seven months
after the date thereof which period
has now elapsed and the said defendant
then and there in consideration of the
promise promised to pay the amount of
the said note to the said plaintiffs according
to the tenor and effects thereof, And also
for that whereas the said defendant on the
eighteenth day of June one thousand eight
hundred, and fifty one at Galena in the
County and State above mentioned was
indebted to the said Plaintiffs in the sum
of three hundred dollars for the price
and value of goods then and there
bought and sold by the Plaintiffs
to the defendant at his request And

in the sum of three hundred dollars
for the price and value of work then
and there done and materials for the
same provided by the Plaintiffs for the de-
fendant at his request, And in the sum
of three hundred dollars for money then
and there lent by the Plaintiffs to the
defendant at his request, and in the
sum of three hundred dollars for money
then and there paid by the Plaintiffs
for the use of the defendant at his re-
quest, And in the sum of three hundred
dollars for money then and there received
by the defendant for the use of the
Plaintiffs, And in the sum of three
hundred dollars for money found to
be due from the Defendant to the
Plaintiffs on an account then and
there stated between them, And whereas
the Defendant afterwards on the
Eighteenth day of June A.D. one thousand
Eight hundred and fifty one in Consider-
ation of the promises then and there
promised to pay the last mentioned sum
or sums of money to the Plaintiffs on request
But he hath disregarded his promises
and hath not paid the said
several sums of money nor either
of them, nor any part thereof to
the damage of the Plaintiffs. Four
hundred dollars and thereupon the
bill was sent to - By B. B. Howard Atty
Endorsed filed 15th Aug 1851

W. D. Bradley clk

And afterwards to wit on the 25th day of August A.D. 1851 at the August Term A.D. 1851 of said Circuit Court in the record of said Court in said Corner is the following entry to wit

Asse Melch & George McCully }
 vs } Attachment
 Daniel J. M. Walker

The Defendant by his attorney files his motion to quash the writ therein, and dismiss this suit.

"The Motion is in the words and figures following to wit"

State of Illinois } Attachment
 to Daviess County } In Circuit Court
 of said County to
 August Term 1837

S. J. M. Mulker

at
Welch & McCully!

This said Defendant
by Stevens his attorney, comes and moves
the Court to quash the writ of
Attachment issued in this Cause
and dismiss the suit for the reason
that there is no sufficient affidavit
in said Cause, and for other
good and sufficient reasons

appearing upon the face of the papers
in this Cause &c and prays Judgment
J. P. Stevens

Atty for Deft

Enclosed filed 25th August 1857

W. H. Bradley clerk

And afterwards to Wit on the 1st
day of September A.D. 1857 as yet
of the August Term A.D. 1857 of
said Court in the record of said Court
in said Cause is the following entry
to Wit:

Per Welch & George McCully } Attachment
vs
D. J. M. Walker

Now came on to be heard
the motion of the defendant heretofore filed
by his attorney to dismiss this suit and the
Plaintiffs filed a cross motion for leave to file
a sufficient affidavit which motion is
sustained by the Court and leave is granted
them by the Court to file a sufficient affi-
davit by to morrow morning

And afterwards to Wit on the 2nd
day of September A.D. 1857 as yet of the
August Term A.D. 1857 of said Court in
the records of said Court in said
Cause is the following entry
to Wit:

Ora Welch & George W. Cully, }
as } attachment
Daniel J. M. Walker }

The Plaintiff by their
attorney comes and files their amended
affidavit.

"The amended affidavit is in the words
and figures following to wit"

State of Illinois

Jo Daviess County } 3

This day personally app-
eared before the undersigned Clerk of the Circuit
Court in and for the County and State aforesaid
Ora Welch a partner in the firm of Welch &
W. Cully of Galena Illinois, who on the four-
teenth day of August A.D. 1851 issued out of the
Circuit Court in and for said County and State
a writ of foreign attachment against the
estate of Daniel J. M. Walker which said
writ is in favor of said Ora Welch & George W.
Cully partners in trade under the name
and style of Welch & W. Cully and against
said Daniel J. M. Walker in attachment
is now pending and undetermined in the
Circuit Court of Jo Daviess County State of
Illinois and the said Ora Welch being first
duly sworn deposes and says that the said
Daniel J. M. Walker was first indebted to
said Ora Welch and George W. Cully, partners
as aforesaid under the name & style of
Welch & W. Cully on said 14th day of August

a d 1851 when said writ of attachment was issued in the sum of two thousand and eighty four dollars and ninety three cents and interest thereon by a certain promissory note made by said Daniel J McWalter and payable to the order of said Welch & Webb, for the sum of four thousand and fifty dollars & $\frac{3}{100}$ which said note is dated Galena Nov. 15th 1850 and payable seven months after date thereof at the office of Jas Carter & Co Galena Ill and that on said 14th day of August a d 1851 before and at the time of the issuing of said attachment the said Daniel J McWalter was removing and about to remove his property from the State of Illinois to the injury of said Welch & Webb, and to the manifest ~~damages~~ danger of their losing their aforesaid debt whereupon they secured a writ of foreign attachment on aforesaid sum & subscribed

Oscar Welch
before me this 2nd September

1851 W^m H Bradley, Clerk

Endorsed filed 2nd Sept 1851
W^m H Bradley, clk

and afterwards to Wit on the 4th day of September a d 1851 as yet of the August term a d 1851 of said Court, in the record of said Court in said Cause is the following entry to Wit

Oscar Welch & George Webb,

vs

Daniel J McWalter

} attachment

The Plaintiffs by their attorney
having filed their amended affidavit the
Motion heretofore filed by the defendant by
his attorney to dismiss this suit is overruled
by the Court

and afterwards to wit on the same day to
wit on the 4th day of September a D 1851
as yet of the August term a D 1851 of said
Court in the records of said Court in said
Cause is the following Entry to wit

Oliver Welch & George McCully,
vs
Daniel J McWalter } attachment

The defendant by his
attorney comes and files his Plea in abatement
"The Plea in abatement is in the words
and figures following to wit"

Daniel J McWalter } on attachment
ads } In the Circuit Court of
Oliver Welch & McCully, } Adams County, to the
August term 1851

And the said defendant Walter by
his attorney J P Stevens comes and says that at
the time of serving out said attachment herein
and at the time of making said affidavit & filing
the same in the said defendant says he was
not removing from the State of Illinois - nor was
he removing his property from said State of
Illinois to the injury of said Plaintiffs in this
suit - but he the said defendant was before

by the Defendant by his attorney

"The Motion is in the words and figures following to Wit"

Wilek & Mc Leally	{	In & damp Circuit
vs		Cont Nov term a d
Daniel J Mc Walker		1857 attachment

And the Refs by their Atty
move the Court to strike the Plea of Abate-
ment filed by the said Daniel J Mc Walker
in this case from the files because it is not
properly verified

Higgins & Trotter
for Refs

Endorsed filed 25th Nov 1857

Wm W Prusky cl B

and afterwards to Wit "on the 15th Day of
December a d 1857 as Jet of the November
term a d 1857 of said Court in the record of
said Court in said Cause is the following
entry to Wit

Oscar Wilek & George McFally	{	attachment
vs		
Daniel J Mc Walker		

Now came on to be heard
the Motion of the Plaintiffs heretofore filed
by their attorney to strike from the files the
Defendants Plea in abatement heretofore
filed in this case which motion after argument
by Counsel is taken under advisement by
the Court

18. and afterwards to Wit on the 18th December
a d 1851 as Just of the Assize term 1851 of
Said Court in the record of Said Court in
Said Cause is the following entry to Wit "

Ore Melch & George McCully,
 m
 Samuel J Mc Mackay } attachment

The Court having fully considered and being fully advised upon the Motion of the Plaintiffs heretofore filed by their attorney to strike from the files the Plea in abatement of the Defendant overrules the Motion to which ruling & decision of the Court the Plaintiffs by their attorney accepts

and afterwards to wit on the same day
to wit the Receipts on the 18th day of
December a d 1851 The Plaintiff by their attorney
files their demand to the Plea in Abatement
of the Defendant - Said demand being
in the words and figures following to wit^s

Wells & McCully } attachment in p
 m } damp Circuit Court
Daniel J. M. Walker } Nov term 1883

And the said Ose Melch &
Guzp Melch, partners under style of Melch &
Melch, say that for any thing by the said
Samuel J. M. Walker in his plea alleged
the ^{will} ~~same~~ affairs are ought not to be quashed

because they say that the said plea in manner
and form as above pleaded and the matters there-
in contained are not sufficient in law
to quash the writ aforesaid and that the
said Welch & McCully are not bound by the
law of the land to answer the same, and that
they are ready to verify whereupon they pray
judgment that the writ aforesaid may be
adjudged good and that the said Daniel
J. MacKer may answer over to And
for cause of demurrer the said Orr Welch
and George McCully shew unto the Court here
the following to Wit:

1st Said Plea is double in stating that said
Defendant was not removing from the State of
Illinois - and that he was not removing
his property from said State of Illinois to
the injury of said Welch & McCully and
that said Defendant was at time of suing
out said attachment a resident of the State
of Illinois -

2nd That said Plea improperly concludes
to the Country

3rd It improperly prays judgment

4th It is improperly verified

And for other & sufficient reason appar-
ant on the face of said Plea

Higgins & Shafter
for Peps

Entered filed 18th Dec 1851

J. W. Grady, Clerk

And afterwards to wit on the 19th day of December a D1851 as yet of the Nov term a D1851 of said Court in the records of said Court in said cause is the following entry to wit:

Oscar Welch & George McCully
vs
Daniel J Mc Walker } attachment

Now came on to be heard the Demurrer of the Plaintiffs heretofore filed by their attorneys to the Defendants plea in abatement which after argument by Counsel is sustained by the Court to which decision of the Court the Defendant by his attorney excepts - and the Defendant is ruled to answer over by the Court, and the Defendant by his attorney comes and files his Demurrer to the Plaintiffs declaration

Said Demurrer is in the words & figures following to wit:

D J Mc Walker } In and out Court of
vs } In Dumps County for the
Welch & McCully } Nov term a D1851

And the said Defendant Walker by Stevens his atty comes and Demurs to the said Plffs declaration to each & every count thereof generally and also specially And says that neither of the Counts in said declaration of the said Plaintiffs is sufficient in Law &c and prays Judgment

J P Stevens atty for deft

And for Special Cause of Demurrer to Said first Count of Said declaration Craves oyer of the note upon which Suit is brought & it is set out & deft Demurs & Shows to the Court the following to Wit:

1st The first Count of Said declaration alleges that the Said Deft promised to pay to the order of Said Plffs, but does not aver that they ever ordered or appointed Said payment to be made to any person or persons whatever.

2nd The first Count of Said declaration does not allege any time or date at which the Said supposed promises of the Said Deft were made Nor does it allege or show that any thing was due at the time of Suit brought.

3rd The allegations of Said ~~Count~~ first Count are vague - uncertain and Contradictory in this that it first alleges that the supposed promises were payable upon the order of Said Plffs & then alleges that said supposed promises were to Said Plffs directly.

4th Said first Count of Said declaration is argumentative & States only evidence.

And for Special Cause of Demurrer to Said Second Count States and Shows 1st That Said Count does not State or show any thing due to Said Plffs at the time of Suit brought.

2nd Said Count does not allege or state

Now came on to be heard the
demurrer of the defendant Huntford filed to the
declaration of the Plaintiffs which after argu-
ment by counsel is overruled by the Court
to which decision of the Court the defendant
by attorney & cpts

and afterwards to wit on the 20th December
a D 1857 on yet of the Nov term a D 1857 of said
Court in the records of said Court in said cause
is the following entry to wit

Oscar Welch & George W. Bentley
vs
Daniel J. M. Walker } attachment

Now at this day came the parties
by their attorneys and the defendant ^{by his attorney} failing
to make further answer herein and electing to abide
by his demurrer, and it appearing to the Court
that this action is founded upon a promissory
Note for the payment of Money only - whereupon
all and singular the promises being seen heard
and by the Court now fully understood, and
mature deliberation being thereupon had and
because it is suggested and proved & manifestly
appears to the Court here that the said Plaintiffs
have sustained damages on occasion of the not
performing the promises and undertakings
on the part of the defendant in this behalf
to the amount of two hundred & ninety three
dollars and forty seven cents besides his costs and

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Charges herein & It is thereupon Considered by
the Court that the Plaintiffs have & recover of
the Defendant the Said Sum of two hundred
and Ninety three dollars and forty Seven cents
So as aforesaid found to be due by the Court
together with their costs by them about this
^{suit} in this behalf expended and that a Special
Execution issue therefor against the property
attached and the defendant by his attorney
prays an appeal to the Supreme Court which
is granted by the Court Conditioned that the
Said Defendant enter into bond in the sum
of Six Thousand dollars with Seth Partridge
as security within ten days from the rising
of the Court

And afterwards to Wit on the 23rd day of
December A D 1857 as pt of the ~~December~~
November term of Said Court the Defendant
by his attorney Comes and files his appeal Bond
in the words and figures following to Wit

Know all men by these presents that we
Samuel J M Walker and Seth Partridge of
the County of Warrump and State of Illinois
are held and firmly bound unto Orr Welch and
George Wobully partners under the name and
firm of Welch & Wobully also of the Same
County and State in the penal Sum of
Six Thousand 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

soverally and jointly by these presents sealed
with our seals and dated at Galena this
twenty third day of December A.D. 1851. The
condition of the above obligation is such that
whereas the above named Orr, Welch & George
McCully partners under the name and firm
of Welch & McCully did on the 20th
day of December A.D. 1851 in the Circuit Court
in and for the County of Jo Dairies aforesaid
recover a judgment against the above
bound Daniel J. M. Walker for the sum of two
hundred and twenty three dollars and forty seven
cents damages, and also for the sum of one
hundred forty five dollars & sixty cents costs from
which said judgment of the said Circuit Court
the said Daniel J. M. Walker has prayed for and
obtained an appeal to the Supreme Court of
said State, Now if the said Daniel J. M. Walker
shall duly prosecute his said appeal with effect
and shall moreover pay the amount of the judg-
ment costs interest and damages rendered and
to be rendered against him in case the said
judgment shall be affirmed in the said
Supreme Court then the above obligation to be
void otherwise to remain in full force and virtue
Given and Entered in to before

Me at my office in Galena this } D. J. M. Walker (seal)
23rd day of December A.D. 1851 } Attn Partndp (seal)
Wm D Bradley clk }

Enclosed filed 23rd Dec 1851

Wm D Bradley clk

State of Illinois
Jocelyn County

I William A. Bradley
Clerk of the Circuit Court in and for said
County, do hereby certify that the foregoing trans-
cript is a true full and perfect copy from
the record and files of my office of all the
proceedings which have been had in said
Circuit Court in the foregoing case of
Wheeler & McCully against Daniel J. Mc Walker
into the caption of the copy of the note sued on
In testimony whereof I have
written with my hand and
affixed the seal of said County
at my office in Galena in
said County this 9th day of
June A.D. 1852

Attest William A. Bradley Clerk

For this Record \$7⁰⁰, paid
by appellant W. A. Bradley Clerk

Wheeler & McCully vs. Daniel J. Mc Walker } In Supreme
Court at the
June term 1852.

And the said appellant Walker
comes assigns the following
Errors in the above case viz

1st The Circuit Court erred in
sustaining the Demurrer of of the
plaintiffs to the Defendants Plea
in abatement.

2^d The Court Erred in overruling the
defendants Demurrers to Plaintiffs
Declaration

3^d The Court Erred in rendering and
giving judgment for the Plaintiffs.
when judgment ought & should have
been rendered & given for the defendant.

4th The Court Erred in diverse other rulings
& overrulings in the proceedings
of said cause as the same are
shown and made manifest upon
the record.

J. P. Stevens - } Attys for Appellant
W. J. Johnson }

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Lo David

Daniel J. Cl. Walker

vs

Orce Welch et al.

~~of M. Walker~~

on

Grand Juror &

appt. of Enos -

Filed June 14. 1852.
L. Leland Clk.

27000

\$7.00

Daniel J. M. Walker

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Case Welch et al

In the Supreme Court
Of the State of New York
Appeal from Tisdale's Co.

And now at this time comes the said
Case Welch & George McCully by Higgins & Strother
their attorneys and say that there is no error
either in the records and proceedings aforesaid
or in giving the judgment aforesaid and they
pray that the court may proceed to examine
as well the records & proceedings aforesaid
as the matters aforesaid assigned for
error & that the judgment aforesaid
in favor aforesaid given may
be in all things affirmed &c

Higgins & Strother

Attys for Depts.

in Error

Daniel F. M. Walker
H-3
Melan McCully

founder or tutor

Filed July 8th 1852.
S. Leland Clk.
By P. H. Leland Depy.