

No. 550

Supreme Court of Illinois

Alfred Shannon

vs.

Charles F. Toomer

(379)  7

Now at the Circuit Court held at Edwardsville, within and for the County of Madison, and Second Judicial Circuit of the State of Illinois, of the Term of August, Anno Domini One thousand Eight hundred, and thirty Six

Before

The Honorable Sidney Bress, presiding Judge of said Second Judicial Circuit, in the State aforesaid

Be it remembered that on the 25th day of January, in the year of our Lord one thousand Eight hundred and thirty Six, was filed with the Clerk of said Court, a certain precept as follows

Madison Circuit Court

Charles H. Toomer

vs

Alfred Shannon

Assumpsit Dam 1145.67 1/2

The Clerk of the Madison Circuit, will please issue a summons in the above, entitled suit, directed to the Sheriff of Madison County

William Martin atty for Deft

On the day and year last aforesaid, a certain summons was issued by the Clerk of said Court, as follows

State of Illinois

Madison County

Sh
The people of the State of Illinois

2/
Writ

To the Sheriff of Madison County, Gentl^g:
We command you that you summon Alfred
Shannon to be and appear, before the Circuit
Court of Madison County, on the first day
of the next term, to be holden at the Court
House in the Town of Edwardsville, on the
second monday, in the month of February
next, to answer the petition of Charles J. Toomer
filed to secure lien on Real Estate, in a plea of
assumpsit, Damages \$1145. 07, and have you
then there this writ.

Witness the Honorable Sidney
Prest Judge of our said Court at Edward-
ville, this 23rd day of January A.D. 1836
Seal William C. Starr Clerk

Which said summons the said Sheriff returned
with his return thereon endorsed, as follows

Executed by reading the within sums, to the de-
fendant on the 26th day of January A.D. 1836
J. G. Lofton Shff M.C.
By J. R. Willson Deft Shff

On the day and year last aforesaid was
filed with the Clerk of said Court, a certain
Petition, as follows

State of Illinois, Madison Circuit
Court, of February Term A.D. 1836
Charles J. Toomer
vs
Alfred Shannon
Petition to secure a
lien on Real Estate

Petition
to secure
lien -

and a building erected thereon, by Alfred Shannon
Assumpit, Damages \$1145.00 - To the Honorable
Sidney Busey ^{Chief} ~~Presiding~~ Judge of the Madison
County Circuit. The Petition of Charles F. Farmer
of the Town of Alton, ^{in the} County of Madison, and
State of Illinois, Respectfully sheweth that
Alfred Shannon of the Town, County and State
aforesaid, between the first day of March
and the fifteenth day of November in the
year A.D. 1835, was the owner or proprietor
of the following described piece, or parcel
of Land lying and being in the County, and
State aforesaid, described and bounded
as follows to wit: lying in the South west quarter
of section No 12 in Township Number 5 North
Range Number 10 west of the third principal
meridian being at a stake or point Eighteen
Rods South of the North line of said quarter
section, and forty one Rods six inches East
of the west line of said quarter section, run-
ning East parallel, with the North line of
said quarter section, thirty six Rods, thence south
parallel, with the west line thereof, Eighteen Rods
thence west parallel with the first named
line of this Survey, thirty six Rods, thence north
to the place of beginning Eighteen Rods, containing
Four acres and Eight Rods of Land. That
between the first day of January, and fifteenth
day of November ^{A.D. 1835}, the said Alfred
Shannon erected a dwelling house on the said
premises, and further your Petitioner sheweth
that at the special instance, and request
of the said Alfred Shannon, your petitioner

furnished for the Erection of ^{the} said dwelling House
labours as ^a Carpenter and Joiner, and otherwise
that the amount of labour so furnished by
your Petitioner, on the said the said dwelling
at the special intance and request of the said
Shannon, amounts in all to one thousand
one hundred and forty five dollars, and fifty

No special seven cents p. 1145. by
Contract That there was no special
Contract, as to the terms of payment for the said
labour, nor as to the price which should be paid
therefor, but that the said Alfred Shannon
undertook and promised to pay your
petitioner, so much as he reasonably
deserved, to have for furnishing said labour
and that the price for the labour so furnished
was to be paid when the labour was returned
upon said dwelling House aforesaid.
Your petitioner shews that his demand
is in the form of an open account against
the said Shannon. That your petitioner
desires by filing this his ~~Bill~~ petition to secure
to himself the benefit of the lien given to him
as a mechanic by the Statute in such case
made and provided. Therefore your petitioner
prays that he may have Judgment for his
said debt or damages, and the costs of
suit against the said Alfred Shannon
to be made as the Law directs, according
to the Statute in such case made, and
provided, and your petitioner as in duty
Bound will ever pray
Dated January 25th 1836
William Martin
att. for Charles J. Formes

On the day and year last aforesaid, was
filed ^{by} said Clerk, a certain declaration, as follows

Declaration Madison Circuit Court of the Term of February
filed in the in the year of our Lord Eighteen hundred
same Cause and thirty six Madison County of Charles T. James
with Petition, by William Martin his attorney complains of Alfred
Shannon being in custody of D. for that whereas
the said Alfred Shannon on the 10th day
of December in the year of our Lord one
Thousand Eight hundred, and thirty five
at Alton in said County of Madison, was
indebted to the said plaintiff in the sum
of Eleven hundred and fifty dollars, lawfull
money, for ^{the} work and labour ~~done~~ and
diligence, and attendance of ^{the} said plaintiff
by the said plaintiff, before that time, done
performed and bestowed, in and about
the business of said defendant, and
for the said defendant, and at his
special instance and request, and also
in the further sum of Twelve hundred
Dollars of like lawfull money, for
divers goods, wares and merchandise
and lumber and other materials, and
also labour for the erection of dwelling
House, by the said plaintiff, before that
time sold and delivered, and done
to and for the said defendant, and at his
like special instance, and request, And
being so indebted, he the said defendant
in consideration thereof, afterwards
to wit: on the day and year, and at the

the place aforesaid, undertook and then and there faithfully promised the said well and truly, to pay him the said sums of money in the County mentioned, when he the said defendant should be thereunto afterwards requested Nevertheless the said defendant although often requested & hath not yet paid the said several sums of money or any or either of them or any part thereof, to the said plaintiff but to pay the same hath hitherto wholly neglected and refused, and still doth neglect, and refuse to the damage of said plaintiff of twelve hundred dollars, and therefore he brings suit &c

William Martin for plff

On the day and year last aforesaid, a certain account was filed with the Clerk of said Court as follows—

Alfred Shannon

To Charles. F. Turner D^y

1835	To 91 Sqr 40 feet of framing 1 st fl	\$13 ⁰⁰
"	" 32 " 50 " weatherboarding	18 ⁵⁰
"	" 17 " Sheling and Shingling 2 nd	42 ⁵⁰
"	" 114 feet of double Corner Boards 10/-	11 ⁴⁰
"	" 48 " " Barge Boards Moulded 10/-	4 ⁸⁰
"	" 18 Single Do 5/-	90
"	" 270 feet of Boy & Cornish Superfitties	108 ⁰⁰
"	" 618 light window frames \$350	216 ⁰⁰
"	" 14 " 15 Do Do 300	42 ⁰⁰
"	" 17 pr Clinth Blocks 40/-	6 ⁸⁰

"	"	"36 ft." Road Do	25/-	4.23
"	"	"36 ft." 2nd strips		1.44
"	"	18.50 18 feet of brick laid floor	350	6.49
"	"	7. 6 panel Doors single worked	450	3.50
"	"	11 Do Do double worked thick	600	5.00
"	"	8 Cellar windows with Bars	2/-	20.00
"	"	1 Cellar Door		3.00
"	"	6 Fine Borders	50/-	3.00
"	"	17 Carpet Strips	2/3	6.37 1/2
"	"	3. 18 lights of sash	10	3.80
"	"	1 Front Door and frame		45.00
"	"	2 Mantle Pieces	#10	20.00
"	"	1 Do Dining Room		8.00
"	"	3 Do plain	#3.	15.00
"	"	1 Back Porch		40.00
"	"	209 feet of plain Base	6/-	12.54
"	"	98 " " " of closets	7/-	6.86
"	"	95 " " Closet Shutter	6/-	5.70
"	"	99 " subbase to windows	16 1/2	15.63
"	"	22 Brackets to windows	16/-	3.52
"	"	37 feet of base to Dining Room	14/-	7.98
"	"	77 feet of Grounds for Dining Room	14/-	2.28
"	"	499 " " Architraves	8/-	39.92
"	"	6 Closet frames	#150	9.00
"	"	96 feet Jam Casing & moulders for closets	6/-	5.76
Carried forward				#227.57 1/2
Am't Bro't forth				#227.57 1/2
1835	To	99 feet plain Saus	8/-	7.32
"	"	336 pilasters	14/-	45.64
"	"	326 " Grounds	6/-	19.56
"	"	158 " Surbed Base work	16/-	22.28
"	"	" " " Grounds	4/-	6.32
"	"	48 " 6 In Base Cor joins	20/-	9.70

"	"	40 " Corner Buedz	6/-	2.40
"	"	18 " Surban to window	10/-	1.80
"	"	10 pannels under window	15/-	15.00
"	"	priming and Glazing 38 Sash	4/-	12.00
"	"	Cutting ^{Map} and Glazing front Sash		2.00
"	"	1 Sher Case complete		60.00
"	"	priming 22 Doors and window frames	30/-	6.00
"	"	" 8 Cellar windows with pane	16/-	1.38
"	"	Boring 6 hearths	50/-	3.00
"	"	18 feet of Rubbed cane	6/-	1.08
				<u>£145.67 1/2</u>

On the 10th day of February. Anno Domini 1836, was filed with the clerk of said Court a certain plea, as follows—

Thomas
 Vs.
 Shannors

And the said defendant Comes and defends the same and injury when V^e and says
Plea of that he did not undertake and promise in
General manner and form, as the said plaintiff hath
issue to the above thereof complained against him—
Declaration and this he is ready to verify, and puts him-
 self upon the Country

J. M. Krum for def^t
 And the plaintiff Voth the like V^e
 Martin and Sedgwick
 attys for plffs

On the 12th day of February Anno Domini 1836 a certain demurrer was filed by the clerk of said Court, as follows—

James
vs
Shannon and the said defendant by
his attorney comes and defends
the wrong and injury, wherein
Demurver and says that he is not bound, in Law to answer
the petition of the said plaintiff, and of this he
prays Judgment &c
Davis and Knapp Defts atty

On the day and year last, aforesaid, was
filed with the Clerk of said Court, a certain
answer, as follows

Charles J. Toomer
vs
Alfred Shannon and the said Alfred
Shannon, saving
and reserving, all

Answer
to Plffs
Petition and all manner of Exceptions to the petition
of said plaintiff for answer thereto, says
that he is not the owner and proprietor of
the said tract of Land, in the said petition
mentioned, nor was he the owner and proprietor
of said tract of Land on the fifteenth day of
November 1835, as is alleged in said
Petition, nor has he been at any time since
the owner or proprietor of said tract of
Land set forth, in said Petition. The said
Alfred Shannon admits that said Toomer
undertook, and promised to erect, and com-
plete, a certain dwelling House, in Atton
but the said Shannon denies that he was
to pay therefor, the said sum mentioned
in the petition of the said plaintiff, and the

said Shammorn, denies that the said sum mentioned in the said plaintiff's, is due to the said plaintiff, or that any part thereof has yet become due, because the work and labour of the said plaintiff, as described, and set forth, in ^{his} said Petition is not ^{yet} completed, nor has the ~~said~~ defendant accepted the said work and labour, and this defendant avers, that if a fair settlement could be had, with the said plaintiff, that this defendant, would not be indebted to the said plaintiff but a small amount if any thing, and this defendant charges, that if he is indebted to the said plaintiff in any sum it is not yet due and that whatever balance ~~may~~ he ^{may} owe to the said plaintiff is not due until the work and labour commenced by the said plaintiff about said dwelling House, is fully completed, and this defendant says that he is ready, and willing to pay all that he may be owing to the said plaintiff, whenever the work of said House shall be fully completed, and this defendant denies that the said sum of money mentioned, in the said plaintiff's Petition, became due on the said fifteenth day of November 1835

Davis and Krum deposed

Afterwards, to wit on the 2nd day of April in the ~~year~~ year last, aforesaid a certain plea was filed by the Clerk of said Court, as follows,

Alfred Shannon

^{advs} Charles F. Hooper ^{and the said} defendant by
his attorney comes
and defends the wrong and injury when ^{made}
and that he did not undertake and promise
in manner and form as the said plaintiff
hath above thereof alleged against
him, and of this he puts himself upon the
Country— And for further plea in this behalf

Then of the said defendant says / acts, now, because
Sett-off he says that the said plaintiff before and
to Plff. at the time of the Commencement of this
Declaratory suit aforesaid, was and still is indebted
to this defendant in a large sum of money,
to wit for Goods wares, and merchandise
sold and delivered to the said plaintiff
and for work and labour, care diligence and
attendance of the said defendant, by him the
said defendant, and his agents, and servants
done, performed and bestowed in and a-
bout the business of the said Plff. and
at the special instance and request of the said
plaintiff, to wit, as per Bill marked
A and B. herewith filed, and made a
part of this plea. Which said several sums
of money so due and owing from the
said Plff. to the said defendant, he the said
defendant is ready and willing, and hereby
offers to set off against the claim of the
said plaintiff and this the said deft
is ready to verify ^{vs}

David B. Krum depts atty

On the day and year last a certain account marked A and B was filed by the Clerk of said Court as follows

A			
Mr Charles J. Toomes			
1835	To Alfred Trainor		Dr
Mar 30	To 9 th sugar		4.00
" 21	" Ant. Goods for Ault		2.50
" "	" 1 pr morocco shoes	1 ⁵	
" "	" 1 " half Skin shoes	2.13 ¹ / ₂	3.87
" "	" Cash		15.00
" 25	" 5 th nails 10		.50
" 26	" 1/2 " Tobacco 37 ¹ / ₂		19
" 27	" 1 Bucket		37 ¹ / ₂
" "	" 2 th nails 10		21
" "	" 5 " 6 th Do 10		50
" 28	" Cash		10.00
" "	" 2 th moulded candles 17		3.4
" 30	" 1/2 qd paper		13
" 31	" 1/2 th Tobacco 12 ¹ / ₂		
" "	" 1 " Coffee Pot for Ault	31	
" "	" 1 " Tea pr Son	100	1.42
Apr 1	" 2 3/4 " Coffee pr Cooper	50	
" "	" 1/2 " Tea 125	63	1.13
" "	" 1 " Sugar		1
" 2	" 1/2 " Imp Tea pr Ault		63
" 3	" 1 pr child's shoes pr Cooper		30
" 4	" 1 " fine shoes pr Ault		1.50
" "	" 7 yds Calico 37 ¹ / ₂	262 ¹ / ₂	
" "	" 12 lb Butter 12 ¹ / ₂	10	27 ¹ / ₂
" "	" Cash		8.00
" "	" 1/2 th Tobacco 37 ¹ / ₂		19
" 8	" 1 pr Spectacles		63

"	9	"	7 yds Calico	37 1/2	262 1/2	
"	"	"	2 " Do	28	56	
"	"	"	2 " Do	25	50	
"	"	"	1 yd. figd mull	63 1/2	62 1/2	
"	"	"	1 pr Ladies Boots		230	6.81
"	10	"	Cash pr Cooper			23
"	13	"	Am't Goods and Cash pr Cotton			7 1/2 5
"	15	"	Cash pr ault		250	
"	"	"	1 pr fine shoes		2.10	
"	"	"	4 1/2 lb Sugar pr Cooper		50	
"	"	"	1 sett plates		38	
"	"	"	1 1/2 yd striped Cotton		56 1/2	5.94
Am't Brought over						473.89
April 16	"	"	1/2 lb Tobacco	37 1/2	19	
"	"	"	100 " Flour	2 1/2	2.50	
"	"	"	9 " Sugar		1.00	3.94
"	17	"	Cash		2.50	
"	"	"	1 Pitcher pr ault		31	
"	"	"	1 " Tobacco		13	
"	"	"	1/2 " Do pr Cooper		13	3.07
"	18	"	1 Gall molasses			50
"	20	"	Cash pr Cooper			17.10
"	"	"	Sugar Bort and 3 spans pr ault			1.00
"	21	"	Cash pr Ault			13.00
"	"	"	1 Tub 62 3 Deep dishes		50	1.13
"	22	"	1 " Nails pr Green		10	
"	"	"	5 1/2 " Coffee		1	
"	"	"	1 PK Salt		19	1.29
"	23	"	1 " Nails pr Cooper			10
"	"	"	Tobacco pr self			19
"	25	"	1/2 " Tobacco pr Cooper			19
"	"	"	Cash pr Cooper			9.72
"	"	"	2 " Candles			30

" 27 "	1 yd Calico		38
" 28 "	2 Hand saw files		35
" " "	9 " Sugar 1/4 1 " Tea 1/4		2.00
" 29 "	2 Brinson hams		75
May 1 "	1 Gall molasses	63	
" " "	2 pr Butch Knives	25	
" " "	2 Doz Screws 8	16	1.04
" " "	4 " 1/2 " Tobacco		19
" " "	1 Iron Square		38
" " "	8 " 1 Palm Leaf Hat		25
" " "	12 " Cash		6.00
" " "	9 " Sugar		1.00
" " "	14 " 1 pr Shoes 1/2 1/3 " Tobacco 19		1.19
" " "	18 " 4 Hand saw files		50
" " "	19 " 1 Gall molasses		63
" " "	23 " 5 1/2 " Coffee		1.00
" " "	" " Fish		25
" " "	" " Cash		10.00

\$152.15

\$152.15

Armt Brod up			
May 26 To	9 th Sugar		1.00
" 29 "	Cash pr Cran		10.00
June 1 "	1/2 " Tobacco		19
" 5 "	Sugar 1/4 1 Butter Print 39		1.37
" 8 "	1 " Nails 10 c 5 fish 25		35
" 12 "	1 Compass bar		37
" 13 "	10 Oz Tobacco 37 1/2		213
" 15 "	9 " Sugar		1.00
" 16 "	Cash pr Cooper		15.00
" 17 "	1/2 Ants as assumed		4.10
" 19 "	9 " Sugar		1.00
" " "	4 " Butter		50
" 20 "	4 fish		23

"	24	"	pr Grants Arant		7.19
"	25	"	5 1/2" Coffee 100 Alk Thread		1.13
"	30	"	1/2" Tobacco		19
July 1	"	3 yds	white Flannel	75	2.35
"	"	1 pr	Shoes		1.62
"	3	"	Grants Arant		16.61
"	6	"	1 Bush meal		75
"	8	"	mansfield All		9.00
"	9	"	9" Sugar		1.00
"	11	"	1/2" Tobacco		19
"	13	"	1 Gall molasses		75
"	14	"	1" V. H. Tea 1 1/2 12" salt	36	1.36
"	18	"	1/2" Ginger 13 1/2 Oj chicks	122	1.37 1/2
"	21	"	1/2" Tobacco		19
"	22	"	3 1/2 yds Beans	162 1/2	568
"	"	"	1 1/4 " Cotton	25	
"	"	"	Thread and Buttons	13	6.86
"	23	"	3" Soap		38
"	"	"	1/2" Tobacco		19
"	24	"	9" Sugar 14 Candles	25	1.23
"	29	"	1 Silk Hdkf		88
"	30	"	Cash pr order		1.50
"	31	"	Cutting Round Packet		25
Aug 1	"	1	Ladies Dress Hdkf		1.50
"	3	"	9" Sugar 14 5 1/2" Coffee 1 1/2		2.00
			Amty Broty Arant		244.15
Aug 5	"	30	1/2" Tobacco		19
"	8	"	Candles		25
"	"	1	Silk Hdkf pr Heath		1.00
"	13	"	1 rest 1/2. 1 pr 1/2 pr 1.50. 1 pr 1/2		3.50
"	14	"	1 Chin Silk		86
"	15	"	Cash paid Heath pr Arant		3.50
"	"	"	Amty Goods pr Green		10.00
"	17	"	9" Sugar 1/2 Thread 6		1.06

" 19 "	1/2 "	Tobacco	19
" 20 & 27 "	Candles 25	1 Gall whiskey 75	1.00
" 28 "	Salt and paper		3 1/2
" 29 "	1 Pad Lock 25	1/2 " Tobacco	44
Sept 2 "	58 Robinett 2 yds frosting & Check for Mr. Singly		99
" " "	1 Gall whiskey		75
" " "	8 sheets Sand paper		25
" 5 "	Sugar and Coffee		2.00
" 12 "	1 Bunch Cotton 10 1/2	350 350	3.50
" " "	1 1/2 " Candles 25	1/2 " Tobacco 19	44
" " "	1 Shirt for Green		1.00
" 14 "	8 " Sugar		1.00
Oct 9 "	Cash		25.00
" " "	Amt. Mason Candles bill by 3 1/4	3	42.31
" " "	days work 125		
" " "	Smoothings and mouldings in 6 panel Doors		5.00
" " "	Cash		15.00
Nov 3 "	Cash		5.00
" 16 "	Cash		40.00
Dec 18 "	Amt assumed for Morrison		13.71
			<u>\$431.63</u>

(P)

Mr. Chas. F. Forman

To Alfred Shannon

To amt Sundries as per Bill Rendered \$536.81
 From Oct 19, 1834 To Dec 18, 1835 C.F.F.
 Attn 6th Feby 1836.

On the day and year last, aforesaid
 a certain Demand was filed, by the clerk
 of said Court, as follows

Charles T. Jones

vs
Alfred Shannon

and the said plaintiff
as to the said first
plea of the said defendant

by him first above pleaded, saith that the same
Special and the matters therein contained in manner
Demurrer and form, as the same are ^{above} ~~are~~ pleaded, and
as 1st plea ~~are~~ forth are not sufficient in Law to bar
of Dept. or preclude him the said plaintiff from ^{thereof} having
or maintaining his aforesaid action
against the said defendant, and that
he the said plaintiff is not bound by Law
to answer the same, and thus he the said plain-
tiff is ready to verify. Wherefore by reason
of the insufficiency of the said plea in this
behalf the said plaintiff prays Judgment
and his damages ~~as~~ by reason of the non-
performance of the said ^{several} promises and under-
takings in the said declaration mentioned
to be adjudged to him, and the said plaintiff
according to the form of the Statute in
such case made and provided, States
and shews, to the Court here, The following
causes of demurrer to the said first plea
Causes of of the said defendant that is to say
Demurrer That the said first mentioned plea in
a signed manner and form as the same is
above pleaded, amounts to the General
issue and tends to great and unnecessary
prolixity of pleading, And also that the said
defendant hath not concluded his said
plea by putting himself upon the Country
that the defendant has not by his plea

traversed or denied, or attempted to put
in issue any matter of fact alleged
by the plaintiff, but has introduced
and attempted to put in issue, matters
of fact not alleged nor necessary
to be alleged, in the plaintiff's declaration
and that the said plea is in other respects
uncertain informal and insufficient
Vc
P

Martin, and, Sedgwick attys for Plff

On the day and year last aforesaid
was filed with the Clerk of said Court,
a certain notice, as follows

A Shannon

vs
C. F. Toomes

To the plaintiff in the
above entitled Cause

You will please to be
notice notice that on the trial of the above entitled
of Bell, off Cause. I shall offer in evidence under
the plea of set off the aunts of the Bills mar-
ked A. and B. now on file with said plea
A. Shannon by Davis and Krum his attys

On the 29th day of April in the year last
aforesaid, was filed with said Clerk a certain
pages as follows—

Charles F Toomes

vs
Alfred Shannon

and the said plaintiff
by his attorney, Toomes
and says precludes now

because he says that by reason of any thing contained
in the ^{said} answer of the said defendant, Alfred
to Deft^s, Shannon, to the petition of the said plaintiff, that
answer he the said plaintiff ought not to be debarred
of to Petition from having and maintaining his said action
against the said plaintiff according to the prayer
of said petition, because he says ^{that} the matters and
things contained in the said ~~answer~~ answer
of the said defendant are not true in matter
manner and form, as set forth in the said
defendants answer

William Martin atty for plaintiff

On the day and year last aforesaid, was filed
with the Clerk of said Court, a certain copy of a
notice, as follows -

State of Illinois
Madison Circuit Court April Term A.D. 1836
Charles J. Toomer vs

Notice to produce
Alfred Shannon, Petitioner to secure a lien
for \$1145.67 To Alfred Shannon. You will
please take notice that you are hereby required
to produce on the trial of the above ^{entitled} cause
a certain deed of conveyance executed to
you and in your possession, made by Charles
W. Hunter of Alton, Madison County and
State of Illinois, conveying to you a certain
piece or parcel of Land lying and being in
the south west quarter of section No. Twelve
in Township No. five north of Range No. Ten
West of the third principal meridian. The
boundary beginning at a point Eighteen Rods

South of the North line, and forty five Rods six
 inches East of the west line of said quarter ^{section}
 and running East parallel with the ^{North} ~~west~~
 thirty six rods, thence south parallel with the west line of said quarter ^{section}
 line of said quarter section, Eighteen Rods

Thence west parallel with the first named
 line thirty six Rods. Thence north to the place
 of beginning Eighteen Rods. Containing four
 acres and eight Rods of Land. which deed
 of conveyance embraces the premises described
 in the said declaration and petition. filed
 in the above cause, and which is necessary
 to be used as evidence in said cause, to estab-
 lish some of the material facts set forth
 in plaintiffs Petition, or declaration

Yours V^l Charles J. Towner
 April 20th 1836 By William Martin his attorney

On the 8th day of August, in the year last
 aforesaid, was filed by the Clerk of said
 Court, a certain Replication as follows:-

August Term of the Madison County
 Circuit Court, A.D. 1836

Charles J. Towner

vs
 Alfred Shannon

This Replicant, saving
 and reserving to himself

Self all and all manner
 of Exceptions to the manifold insufficiencies
 of the said answer of the above named
 to Deft^d defendant, Alfred Shannon, to the Petition
 Answer or complaint of the above named Charles
 to Petition J. Towner, and for Replication thereof, saith
 that he will aver and prove his said

Petition to be true, certain and sufficient
in Law to be answered unto, and that
the said answer of the said defendant
is uncertain, untrue, and insufficient
to be replied unto by this Plaintiff without
that that any other matter or thing, whatever
in the said answer, contained material or
effectual in the Law to be replied unto, confessed
or avoided, traversed or denied, are true all
which matters and things. This ~~petition~~ ^{petition} is and will
be ready to prove, as this Honorable Court
shall direct, and humbly prays, as in and
by his said petition, he hath already prayed
(William Martin Solicitor for Plaintiff)

On the 10th day of August, in the year last
aforesaid, was filed by said Clerk, a certain
affidavit, as follows—

State of Illinois
Madison County

ss. Alfred Shannon

being duly sworn deposes

Affidavit and saith, that A. W. Cheneworth is a material
witness for the defendant, in this cause
and, without whose testimony the defendant
cannot safely proceed to the trial of this
cause. ^{that} and this deponent is entitled to
an off set of upwards of seven hundred
dollars, as per Bill on file, and that said
Cheneworth is the only witness to prove the
same, that said Cheneworth is and has
been for the two weeks unwell and confined
to the house the most of the time, that said

Cheneworth told this deponent that he would attend this day if able to ride, and that this deponent procured a seat in a close carriage ^{and the carriage has arrived without delay and Cheneworth} for said Cheneworth, that a subpoena has been regularly issued for said Cheneworth, but the officer did not serve the same, in consequence of the illness of said Cheneworth, and this deponent further saith that said Cheneworth informed this deponent he would attend notwithstanding the officer had not served him if able to ride to Edwardsville, and this deponent further saith, that the presence of said Cheneworth he expects and believes can be produced by the next term of this Court, and that said Cheneworth is a resident of the Town of Altam, County and State aforesaid.

Sworn to in Open Court Alfred Shannon
 Will. C. Starr Clerk

Now at the Term first herein before named. On Wednesday the 10th day of August A.D. 1836 before the Judge aforesaid—

Charles T. Tormer

vs
 Alfred Shannon

Petition to secure a
 lien on Real Estate and
 a building erected thereon
 for Alfred Shannon. And now at this day
 came the parties by their attorneys, and the said
 above cause having been set down for hearing
 by the Court, on the petition, answer, and repli-
 cation, filed in said cause, the Court, after

Having the allegations and proofs presented to the
said Court by the said plaintiff and defendant
concerning the matters in issue, in said Cause
have and do hereby, adjudge, order and decree
that the said plaintiff recover of and from the
said defendant the sum of seven hundred and
four Dollars and four Cents. Considered by the
Court to be due to the said plaintiff from the said
defendant, and hereby assessed by the Court to-
gether with his costs and charges, by him about his
suit in this behalf expended, and it is further
ordered, adjudged, and decreed, that said
Judgment for seven hundred and four dollars
and four Cents, damages and costs aforesaid
be and the same is by the Court hereby considered
and adjudged to be a special lien on the premises
described in and set forth in the said petition
of the plaintiff, and the appurtenances thereunto
belonging, and that on application of the said
plaintiff, a special Execution, shall issue on the
said Judgment for seven hundred and
four dollars and four Cents - damages and
costs as aforesaid, to be lien of the premises mentioned
in said petition of the plaintiff, or so much thereof,
as will be sufficient, to satisfy the said
plaintiff his said damages aforesaid, together
with his costs, and charges, by him about
his said suit, in this behalf expended

The Same
vs
The Same

And now at this day
Came the defendant by
Davis and Krumm his attys

and moved the Court for an arrest of Judgment, for reasons on file. The Court after hearing argument of Counsel upon the motion for an arrest of Judgment and being sufficiently advised &c. Annulled the same.

Which said motion, is as follows

Alfred Shannon
 add
 Charles F. Toomer

And the said defendant by his attorney comes and moves, the Court to arrest the Judgment herein upon the Ground that it appears from the plaintiffs petition herein, that this Suit is brought upon an open account for labour furnished upon a dwelling House and that no contract was made by said parties &c. —

Paris. and Thomas
 for Deft

Moved at the Term first herein before named on Saturday the 13th day of August A.D. 1836 before the Judge aforesaid —

Charles F. Toomer
 Petition to secure a lien on
 Alfred Shannon
 Real Estate &c

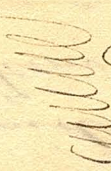
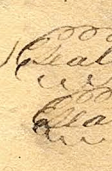
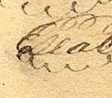
On a motion made at a former day of the term of this Court, by the defendant by his Counsel praying an appeal. It is ordered by the Court that an

appeal, be granted herein upon the defendant entering into Bond in the sum of one thousand dollars, with George J. M. Davis, ^{his} Security, in Ten days from this date, Conditioned, as the Law directs.

On the 19th day of August, in the year last aforesaid, was filed with the Clerk of said Court, a certain Bond as follows.

Know all men by these presents that we Alfred Shannon, as principal and George J. M. Davis as Surety, are held and firmly bound unto Charles F. Turner, in the sum of one thousand dollars, Good and lawful money of the United States, to which payment well and truly to be made we bind our heirs, Executors, and administrators firmly by these presents, sealed with our seals and dated this 13th day of August, in the ^{year of our Lord} one thousand eight hundred and thirty six. The condition of this ~~above~~ obligation is such that whereas, the said Turner did at the present August Term of the Madison Circuit Court, recover a Judgment against the said ~~Alfred~~ Shannon upon a petition filed to enforce a lien upon certain Real Estate therein named, and whereas said Shannon has prayed an appeal from said Circuit Court to the Supreme Court of Judicature, in and for the State of Illinois Now if the said Shannon, shall well and truly pay, and satisfy, the Judgment Recovered against

him in said Circuit Court together, with all costs
interest & damages, in case the Judgment shall
be affirmed, by said Supreme Court and
shall also prosecute said appeal without
delay, then the above obligation to be void. Other-
wise to remain, in full force and virtue. In
Testimony whereof, we have hereunto set our
hands and seals the day and year above
written

In presence of  Alfred Shannon 
Will Carr  Bro. J. M. Davis 

State of Illinois 
Madison County  Secy

J. William E. Starr Clerk of the
Circuit Court, in and for the County of Madison
and State aforesaid, do hereby certify that
the foregoing ~~14~~ pages contain a full, true
and perfect transcript of the Record, pro-
cess and proceedings of the plaint aforesaid
as fully and completely, as the same remain
of Record in said Court

In Testimony whereof, I have
hereunto set my hand and affixed
the seal of said County at Edwardsville
this 30th day November A.D. 1839

William E. Starr Clerk

Transcript of Record

Madison Circuit Court

~~Charles H. Jones~~

~~vs.~~

Alfred Shannon

vs.
Chas. F. Toomer

41

Filed Dec 14, 1836

J. Mr. Duran

Affirmed by agreement
June Term 1837

5600 nd 12 1/2 a 13 1/2 79.50
to fronts and seal 50

716.00

550

State of Illinois
Superior Court of the same Term thereof in the
Year of Our Lord 1837

Alfred Shauman Plaintiff in Error

George W. Quigley Administrator of
Charles F. Doomer Defendant in Error

And now at this day comes
George W. Quigley Administrator of Charles F. Doomer
deceased by William Martin his Attorney and suggests
the death of the said Charles F. Doomer and moves this
Court to be made defendant in the above cause

William Martin Atty for
Geo. W. Quigley Administrator

reciprocate the same -

Yours Truly

Wm Martin

1 Rich
617
2 486

PAID

To Levi Davis

and

Wm. Medalia

~~Wm. Medalia~~

Fayette County

Illinois



State of Illinois
Supreme Court of the June Term thereof
in the Year of Our Lord 1837 -

Alfred Shannon. Plaintiff in Error

vs

George M. Quigley Administrator of
Charles F. Toomer Defendant in Error

It is hereby agreed by the
parties in the above entitled cause that ~~judgment~~ thereon
shall be affirmed for the sum of Five Hundred and
seventy six Dollars and fifty three Cents; and that Execution
thereon shall be stayed until the First day of December in
the Year Eighteen hundred and Thirty Seven and that the
Costs of said suit shall be paid by the Plaintiff in Error -

Dated June the 5th 1837

Alfred Shannon

George Quigley Administrator
Administrator of Charles F.
Toomer deceased

William Martin Attorney of
George Quigley Administrator
of Charles F. Toomer deceased
J. M. Munn Atty for
A. Shannon Plaintiff in Error

J. Shannon
vs agreement
The adm^r of Charles
H. Zouner

Judgment

Filed July 17
1837 J. Duncan

State of Illinois &c.

Alfred Shannon

vs

Charles C. Coomer

In Supreme Court of
December Term A.D. 1836

Appeal from Madison

And now at this day Comes
the said appellant by his Counsel & says that in the
Judgment of the Court below as appears from the
Record of proceedings, there is manifest Error in this -
1st ~~The Court Erred~~ in ~~not~~ ^{not} ~~entertaining~~ ^{entertaining} jurisdiction of the Cause.

2^d In overruling the Demurrer of the Defendant
to the Plff's Petition -

3^d In rendering Judgment in the Cause for the Plff,
without adjudicating the issue joined, upon
the Plff's Declaration -

4th In rendering Judgment for the Plff,
there being two distinct actions entitled in
the same Case

5th The ~~Erred~~ Court Erred in ~~refusing~~ ^{refusing} the same -
- as yet rendering Judgment for the Plff, without
the intervention of a Jury - and

6th That the Court gave Judgment for the appellee,
whereas by the Law of the land, Judgment should have been given
for the appellant - For which said Errors & others in the
Judgment aforesaid, as appears from the Record &
proceedings aforesaid the appellant prays that said
Judgment, may be annulled, reversed & wholly
held for nought, &c -

J. M. Krum of Counsel
for appellant.

Mr Supreme Court
Asfred Shannon

vs

Charles H. Vornet

Applicant of Error

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Filed Dec^r 14 1886
J. W. Dutton

550