

12039

No. _____

Supreme Court of Illinois

Brown, Imp.

vs.

^{H O}
Trackmorton

Copy of David Copton April
Term 1846

United States of America
State of Illinois Kendall County ³³

Pleas before the Hon
John Dean Catoe one of the Justices
of the Supreme Court of the State of
Illinois and presiding Judge of
the ninth Judicial Circuit in
said State at a Circuit Court
begun and held in and for said
County of Kendall at Osage in said
Circuit and County on the thirteenth
day of April A.D. 1846 the same being
the second Monday of April in the
year of our Lord one thousand eight
hundred and forty six and of the
Independence of the United States
the seventy first

Present

Hon John Dean Catoe judge as before

Benjamin H. Medley State Atty

James S. Cornell Sheriff

Attest A. R. Smith clk

Copy of Ordus in the following

Mathew O. Throckmorton

^{us} Joseph
John Wheeler & thus this day it is ordered
motion that an attachment

issue against Allen Smith for a Contempt
of Court for not attending as a witness
in said suit

Copy of Caption of Record August
Term AD 1846

United States of America vs
State of Illinois Kendall County Aug 24th AD 1846
Pleas before the Hon

John Dean Cator one of the Justices of the Supreme
Court of the State of Illinois and presiding
Judge of the ninth judicial Circuit Court
said State at a circuit Court begun and
held in and for said County of Kendall
at Osage in said Circuit Court on
the twenty fourth day of August AD 1846
the same being the fourth Monday of August
AD 1846 and of the Independence of the
United States the seventh second

Present

Hon John Dean Cator Judge as aforesaid

Benjamin H. Hildy States attorney

Alfred A. Smith clk

Mathew O. Throckmorton

Giespass

John Wheeler Wm Adellston

Harmon Brown John Griswold This day comes the Plea

by Joyd his attorney and files his
affidavit and moves the Court for
a continuance herein for reasons therein
stated which motion is resisted by
defendants atty and the Court being
fully advised in the premises

It is ordered that this cause be
continued until the next term of this
Court at the costs of the plaintiff
And it is further ordered that the
defendants have and recover of the
plaintiff all their costs and charges
about this continuance herein expended &
that they have execution therefor

Copy of Caption Order to Record
Kendall Circuit Court April Term AD 1847
United States of America State of Illinois
Kendall County 3

Pleas before the Hon John Dean
Caton one of the Justices of the Supreme Court of
the State of Illinois and presiding judge of
the ninth Judicial Circuit Court in said
State at a Circuit Court begun and
held at Osneko in said County on the
12th day of April in the Year of our Lord
one thousand eight hundred and forty seven
and of the Independence of the United States the

Seventy second

Present

Hon John Dean Cator judge as aforesaid

Burton C Cook State atty

James S Cornell Shff paid county

Attest A B Smith Clerk

Copy of Judgement Order
in said suit

Mathew O Throckmorton

vs
John Wheeler Hiram Brown

William Hedges John J Griswold

Thos pass

This day comes the Plaintiff
by Boyd and Dickie his attorneys and the
defendants by J W Helme their attorney
and Issue being joined it is ordered that
a Jury come and therefore came into court
the following named persons as a Jury
to wit Warren Groat Lewis B Judson
Isaac H Steward Robert M Thompson George
J Smith Thomas Philips John Merytt
Miles Hills Isaac Peter Lanister Walker
Charley Avery & Benjamin Rickerson
who being duly empannelled and sworn
and truly to try the issue joined and having
heard the testimony arguments of counsel

and Charge of the Judge retired with an
Officer to Consider of their verdict
and afterwards returned into Court with
the following verdict we the jury find one
of the defendants Hiram Brown guilty
in manner and form as he stands
charged in the plaintiffs declaration
mentioned and also the plaintiff damns
at twelve dollars and also we find
William Hedlston John I Griswold and
John Wheeler have and recover all their
costs and charges about their defence in
this behalf expended and that they have
Execution therefor

And thereupon came
the defendants Hiram Brown by Helmer
his attorney and moves the Court
for a new trial herein

copy of order
Matthew O Throckmorton

vs

Griswold

Hiram Brown unpleaded
with John I Griswold
Wm Hedlston & John Wheeler

This day it is
ordered by the Court

that the Motion for a new trial be
overruled & thereupon it is ordered and
considered by the Court that the said

plaintiff have and recover of the said defendant
Hiram Brown the sum of twelve dollars
the verdict of the jury heretofore given
in this case and all his costs and charges
about the prosecution of this suit in
this behalf expended and that he have
execution thereon.

Copy of Order made on
Saturday April 18 1847
Attest O Throckmorton

vs
Hiram Brown complains
with John J. Griswold and
John Wheeler & William Heddeson This day came
before the said defendants by Helmbach's
attorney and prays an appeal to the
Supreme Court of this State which is granted
by the defendants entering into bond with
Marcus Steward as security in the sum
of seventy five dollars within forty days
from the rising of this Court.
State of Illinois
Kendall County

J. A. B. Smith Clerk of
the Circuit Court in and for said County
do hereby certify that the above writing
contains a true and proper statement
of the facts.

of all the papers and Records now
on file in my office had in Kendall
County Circuit Court in the above
entitled Cause

In testimony whereof I have
hereunto set my hand &
Seal this 3^d day of
February A.D. 1848
A. B. Smith clk

Matthew O Throckmorton } Trispart
 } Damages \$200.
 John Wheeler } A B Smith Clerk of the
 John S. Griswold } Kendall Circuit Court please
 Hiram Brown } give summons in the above entitled
 William Haddleton } case and deliver the same to
 the sheriff of Kendall County &
 Wm P Boyd Esq atty

Jan, 29 1846

State of Illinois } The People of the State of Illinois to the
 Kendall County } Sheriff of said County greeting

We command you that you summon John Wheeler
 John S. Griswold Hiram Brown William Haddleton if they shall
 be found in your County personally to be and appear before
 the Circuit Court of said County on the first day of the
 next term thereof to be holden at the Court house in Oswego
 on the second Monday of April next to answer unto Matthew
 O Throckmorton in a plea of Trispart. to the damage of the
 plaintiff as he says in the sum of Two hundred dollars and have
 you then their this writ with an endorsement thereon in what manner
 you executed the same. Witness A B Smith Clerk of said Court and the
 seal thereof at Oswego in said County this 29th day of
 January in the year of our Lord one thousand eight hundred
 and forty six A. B. Smith Clerk
 (Endorsed on the back)

Executed by reading this summons to Haddleton this 7th day
 of Feb'y 1846 to J. Wheeler J. S. Griswold 12 March - Executed by reading
 this summons to Hiram Brown this 24th day of March 1846

Service 2.00

Mileage 1.50

Returning sum 12

La S Hornell Shff \$3.62

State of Illinois } Kendall Circuit Court for April Term 1846
 Kendall County }

22039-5

Matthew O Throckmorton plaintiff in this suit by
 Dodge, Boyd & Dickey his attorneys complains of John Wheeler
 William Haddleton John S. Griswold and Hiram Brown

defendants in this suit being summoned &c of a plea of trespass for that the said defendants on the 22^d day of April (1844) Eighteen hundred and forty four at the County of Kendall aforesaid with force and arms &c seized took and carried away the rails, stakes and boards of the said plaintiff, to wit: one thousand rails, one thousand stakes and one thousand feet of oak boards of great value to wit of the value of fifty dollars and converted and disposed thereof to their own use and other wrongs and injuries to the said plaintiff then and then did against the peace of the people of the State of Illinois Whereupon the plaintiff says, he is injured and damaged in the sum of two hundred dollars and therefore he brings his suit.

Dodge Boyd & Dickey Plffs Atty,

Kendall Circuit Court

John S. Griswold
compleased with
John Wheeler

William H. Adleston

Hiram Brown

ads

Matthew Shockmon

} And the said John S. Griswold by Helme
his attorney comes and defends the force and
injury where &c and says, that he is not guilty
of the said supposed trespass above said to his
charge or any or either of them or any part
thereof in manner and form as the said plaintiff

both above thereof complained against and of this he puts himself upon
the Country &c Helme atty

And for a further plea in this behalf the said defendant
saith &c &c because he says, that the said rails, stakes, & boards
in the said declaration mentioned now are and at the time when &c
were the rails, stakes & boards of the said Hiram Brown wherefore the
said John S. Griswold as the servant of the said Hiram Brown and by
his command and at his request at the said time when &c at said county
seized took and carried away the said rails, boards and stakes and
converted them as he lawfully might for the cause aforesaid, which is
the same supposed trespass in the said declaration mentioned, and
this he is ready to verify Whereupon he prays judgment &c Helme atty

William Heddleston } Kendall's Cir Court
impleaded with }
John Wheeler } And the said William Heddleston by Helme
John L. Griswold } his attorney comes & depends the fore saying above
Hiram Brown } and says, that he is not guilty of the said supposed
acts } trespasses above laid to his charge or any or either
Matthew Shookmorton } of them or any part thereof in manner or form
as the said plaintiff has above thereof complained
against him & of this he puts himself upon the Country Helme atty

And for a further plea in this behalf the said defendant saith & avers
now because he says that the said rails, stakes and boards in the said
declaration mentioned now are and at the said time when & were
the rails, stakes & boards of the said Hiram Brown when for the said John
Wheeler as the servant of the said Hiram Brown and by his command
and at his request at the said time when & at the County of said said
took and carried away the said rails, boards, & stakes & converted them
as he lawfully might for the cause aforesaid which is the same
supposed trespass in the declaration mentioned, and this he is ready
to verify when for he prays judgment &c Helme atty

John Wheeler } Kendall's Circuit Court
impleaded with }
William Heddleston } And the said defendant John Wheeler by
John L. Griswold } Helme his attorney comes & depends the fore saying
Hiram Brown } who & says he is not guilty of the said supposed
acts } trespasses above laid to his charge or any or either
Matthew Shookmorton } of them or any part thereof in manner or form as
the said plaintiff hath above thereof complained
against him & of this he puts himself upon the County Helme atty

And for a further plea in this behalf the said defendant saith & avers
now because he says that the said rails, stakes & boards
in the said plaintiff's declaration mentioned now are and at the said time when & were
the rails, stakes & boards of the said Hiram Brown when for the said John Wheeler
as the servant of the said Hiram Brown & by his command & at his request
at the said time when & in the said County of Kendall said took
and carried away the said rails, boards & stakes & converted them as he lawfully
might for the cause aforesaid, which are the same supposed trespasses in the declaration
mentioned & this he is ready to verify when for he prays judgment &c
Helme atty

Hiram Brown ^{impeached with} John Wheeler
William Haddleston
John S. Griswold
all
Kendall Circuit Court
And the said defendant Hiram Brown by Helme
his attorney comes & defends the free & injury when he
and says that he is not guilty of the said supposed trespasses
alors laid to his charge or any or either of them
or any part thereof in manner & form as the
said plaintiff both above thenof complained
against him so of this he puts himself upon the country &c Helme atty

And for a further plea in this behalf the said defendant
saith actio non because he says that the said rails, stakes, and
boards, in the said plaintiffs declaration mentioned now are and at
the said time when he won the rails, stakes, & boards, by the said
Hiram Brown the said defendant wherefore at the said time when he
at the county of said he seized, took & carried away the said
rails, boards & stakes in the said declaration mentioned and converted
them so being his property to his own use as he lawfully might
for the cause of said which are the same supposed trespasses
in the said plaintiffs declaration mentioned & this he is ready
to verify whereon he prays judgment &c Helme atty

Matthew Throckmorton
4
John S. Griswold
John Wheeler
William Haddleston
Hiram Brown
Kendall Cir Court April Term 1846
And the said plaintiff for replication
to each of the pleas of said several defendants
which allege that the said rails, stakes, & boards,
at the time when he of said won the
property of said Hiram Brown says that
the said rails, stakes, & boards, at the
time of said mentioned in said declaration were not the
property of the said Hiram Brown & that said defendants committed
said trespasses of their own wrong and without the cause alleged
in said pleas severally & this he prays may be enquired of
by the Country &c Boyce & Dickey for Plaintiff

And the said defendants do the like J. W. Helme Jfts atty

Matthew J. Throckmorton } In Circuit Court of Kendall
 } county
Hiram Brown }
John Wheeler } Mrs. Papp
John J. Griswold }
William Hadden }
 }

Be it remembered that on the trial of the above case John Boyd was called and sworn on the part of the plaintiff and testified that during the winters of 1843 and 1844 the plaintiff made six hundred rails on the north west quarter of section number thirty five in township number thirty seven north of range number six East of the third principal meridian. That the said rails according to the best impression of the witness were made from timber cut on the same land during the same winter and were the property of the plaintiff and worth twelve dollars. The plaintiff further proved by John Boyd and other witnesses that the defendants took away the said rails afterwards, to wit, along in March or April of 1844. The witnesses further testified that Hiram Brown one of the above named defendants resided on the said described premises at the time of the cutting of said timber and making of said rails and had resided on the same from the first of April 1843 and continued to reside on the same up to the present time and had built a house on the same in which he had resided from the ^{said} first day of April 1843 up to the present time.

And the defendants in the ^{said} case then offered in their defence a certain instrument in writing having first duly proved that Wm. M. Jackson Register of the land office at Chicago signed the certificate to the same which said instrument and certificate was in words and figures following to wit: "I, Hiram Brown, a citizen of the United States, over twenty one years of age have since the first day of June A.D. 1840

to wit on the first day of April 1843 settled & improved
the N.W. quarter of section number 35 in township number
37 of range number 6 in the district of land subject to
sale at the land office at Chicago Illinois and containing
one hundred and sixty acres which land has been success
subject to private entry since the passage of the act
of 4th September 1841 but prior to my settlement thereon
and I do hereby declare my intention to claim the
said tract of land as a presumption right under the
provisions of said act of 4th Sept 1841. Given under
my hand this 23^d day of June AD 1843
In presence of A.M. Mayill Hiram Brown

I Hiram Brown claiming the right of presumption
under the provisions of the Act of Congress entitled An Act
to appropriate the proceeds of the sales of the public lands
and to grant presumption rights Approved Sept 4,
1841 to the north west quarter of section number
thirty five of township number thirty seven north of
Range number six east of the third principal
meridian subject to sale at the Land office at
Chicago Illinois, do solemnly swear that I have
never had the benefit of any right of presumption
under this act; that I am not the owner of three
hundred and twenty acres of land in any state or
territory of the United States nor have I settled on and
improved the said land to sell the same on speculation
but in good faith to appropriate it to my own exclusive
use or benefit; that I have not directly or indirectly
made any agreement or contract in any way or manner
with any person or persons whatsoever by which the title which
I may acquire from the government of the United States should
inure in whole or in part to the benefit of any person except myself
nor did I quit or abandon my residence on my own land
to reside on the above described land. Hiram Brown
I John H. Kingie Register of the land office at Chicago

Illinois do hereby certify that the above affidavit was
taken and subscribed before me this twelfth day of April
Anno Domini 1844 John H. Kingie Reg^r

United States Landoffice Chicago Illinois
February 9th AD 1847

I William M. Lockson Register of the Landoffice
at Chicago Illinois do hereby certify that the foregoing
declaratory statement and affidavit of Hiram Brown
are true and correct copies of the original papers
filed by said Hiram Brown in this office

Wm M Lockson Register

To the introduction of which evidence the plaintiff by
his counsel objected and the Court sustained the
objection, deciding that the said certificate was immaterial
to the opinion of the Court sustaining the said objection
the plaintiff the defendants by their counsel excepted and
prayed the Court to sign this bill of exceptions

And the said defendants in their further defence
offered a certain instrument in writing having first duly
proved the same, in words and figures following

U. S. Land office Chicago Ills
9 February 1847

I William M. Lockson Register of the Land office at
Chicago Illinois do hereby certify that on the twelfth day
of April AD 1844 Hiram Brown of Kendall County State
of Illinois purchased from the United States according
to law and as appears from the records of this office the
north west quarter of section number thirty five (35) in
township number thirty seven (37) north of range number six
(6) east of the third principal meridian and containing
one hundred and sixty acres according to the United States
surveys for which he has paid at the rate of one dollar
and twenty five cents per acre Wm M Lockson Register

To which evidence the plaintiff by his counsel objected
and the Court sustained the objection. To the opinion of

the Court sustaining the said objection of the plaintiff
the defendants by their counsel excepted and prayed
the Court to sign this bill of exceptions.

I D Eaton *(Seal)*

(Copy of Appeal Bond).

I know all men by their Presents that we Hiram
Brown and Marcus Steward of the County of Ken-
necott in the State of Illinois are held and firmly
bound unto Matthew O Throckmorton in the
penal sum of Seventy Dollars to be paid to the
said Matthew O Throckmorton his Executors
Administrators or assigns. To the which pay-
ment well and truly to be made we bind
ourselves our heirs Executors & Administra-
tors jointly severally & firmly by their Presents
Sealed with our Seals dated the 27th April 1847

Whereas the said Matthew O. Throckmorton did on the
13th day of April of the April Term of the Kennebec
County Circuit Court in said State of Illinois receive a judgment
against the above named Hiram Brown in said Circuit Court
for the sum of twelve dollars besides costs in an action of
Trespass - from which said judgment the said Hiram Brown
at the time of rendering the same prayed an appeal to the
Supreme Court of said State and the same was granted
and allowed by said Circuit Court, and the said Marcus Steward
was approved as security for the said Hiram Brown and
approved by the said Circuit Court. Now therefore the
condition of the above obligation is such that if the above named
Hiram Brown shall duly prosecute his said appeal & shall pay the said judgment & all costs
interest & damages in case said judgment shall be affirmed in said Supreme Court then
the above obligation to be void otherwise to remain in full force & virtue

Sealed & delivered in presence of
A B Smith

Hiram Brown *(Seal)*
Marcus Steward *(Seal)*

Upon the filing of a bond in the penalty of Seventy dollars
in the manner with the condition required in cases
of appeal, according to the Statute in such case
made and provided, duly executed by Hiram
Brown the within named defendant, as principal
and Marcus Stewart, his surety, let the
 writ of Error issuing therein be made a super-
seas.

J. J. Thomas
Associate Jus. Sup. Ct.
State of Minn.

Assignment of Errors.

1. The Court below erred in rejecting as ev-
idence the said papers certified by the
Register of the Land office showing the
claim of pre-emption by the Plff. in Error
to said land.
2. The Court erred in rejecting as evidence
the said certificate of purchase.

D. L. Briggs, for Plff. in Error.

June 15th 1850 - And now comes defendant
and says there is no such error in said record as
plaintiff in error has alleged above.

J. L. Dickey for deft. in error.

15
Supreme Court

Nisan Brown
imp^t &c

ms 3-8-11

W. C. Macomber

Recd

Filed April 24 1848

R. B. Stone

Filed May 19. 1849.
S. H. and Clerk.

Recd \$5.00
R. B. S.

State of Illinois, Sec.

WRIT OF ERROR.—FREE TRADER, OTTAWA.

The people of the State of Illinois,

To the Clerk of the circuit court for the county of *Kendall*—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 *Kendall* — county, before the Judge thereof, between *Matthew O'Shaughnessy* —

plaintiff and *William Brown & others*

defendants, it is said manifest error hath intervened to the injury of the aforesaid *Brown*

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 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 of 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. *Samuel A. Treat*
Chief Justice of our said Court, and the
seal thereof at Ottawa, this *29th* day of
May — in the year of our Lord
one thousand eight hundred and forty-*nine*.

Strland

Clerk of the Supreme Court.

15th
Arian Brown in pld. ex.

Matthew O'Shaughnessy

Writ of Error

To June Term 1849.

This writ of error is made
a Supplicatus & is to be obays
accordingly - Meland Ckr.

Filed May 29. 1849.
Meland Ckr.

Chief of the Supreme Court.

one thousand eight hundred and forty -

and thereof at Ottawa, this 29th day of

Chief Justice of our said Court, and the

WITNESS, the Hon. James A. McLean

page to law.

we may cause to be done therein, to correct the error, what of right ought to be done accord-

before our Justices elsewhere at Ottawa, in the county of Le Galle, on the 29th day of

with all things touching the same, for your seal, so that we may have the same

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

commanded that it be done, and that the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

and to one of the Justices of the Supreme Court, to be kept in the County of the Plaintiff

Brown }
vs }
Thackmorton }

Bill of exceptions does not give
all the evidence -

1st No want of proof on behalf of the
plaintiff can therefore be alleged - but it
will be presumed -

2nd If the evidence of John Boyd does
not show a right in the plaintiff to recover
the court will ~~presume~~ presume that
the plaintiff did not recover on that
proof but ~~for~~ for other trespasses not
named in the bill of exceptions -

No exception to the introduction of Boyd's
evidence - nor to any ruling of the
Court in relation thereto -

The case can only be reversed on the
ground that Boyd's evidence showed
prima facie a right on the part of
plaintiff below to recover - and that
the evidence offered by defendant was
competent to rebut the same: for
if Boyd's evidence showed no such
right - then it was unnecessary to
rebut the same - and this Court will
presume that the Circuit Court so
ruled on the trial -

3rd If Boyd's evidence made a prima facie
case for the plaintiff below - then we
insist that ~~that~~ the right of a pre-emption
is not a right of property - It can at fur-
-thest only be a right to occupy what
he really does occupy - and a right to
purchase within a year &c - this would
not affect the right of pl^{tf} below

4th

- In any event the evidence was incompetent - because it does not tend to show that Brown was a pre-emptor in any sense

1st Because the Certificate of the Register does not show that any such right was adjudged or recognized by the land officers -

2nd Because it does not appear when the several papers were filed in the Register's office - all this may have been after the making of the rails and after the taking of the same by Brown -

3rd By the dates it appears - that the settlement was made 1st April 1843

Declaration dated 23rd June 1843 (time of filing not shown)

Affidavit of facts dated 12th Apr 1844 -

The rails made by Throckmorton winter of 1843 - 1844 - & taken by Brown in March or April 1844 - The declaration of intention was not filed within 30 days after settlement - Affidavit was not made until more than one year after settlement

Purchase was not made within one year nor does it purport to be as a pre-emptor

J. L. Dickey

Wm H L. Wallace

Auth. 5th U. S. Laws 2848

Wheeler vs Shrewsbury 2nd Secum 283

(12038-12)

Brown

vs
Throckmorton

Brief of deft in
error

11. 26. 36. 37

Hiram Brown

vs Supreme Court

Matthew O Shrockmorton

Here Seize Facies to the Sheriff of
Cook County returnable according
to law and the rules of court, ~~with~~

L. Deland Esq Clerk

M. Wendell

Attorney at Law

Arrian Brown
vs
Matthew Ochocka

Punip

Filed May 29. 1849.
Holland Ch.

Know all men by these presents
that we Hiram Brown and Marcus
Steward of the County of Kendall
in the State of Illinois are held and firmly
bound unto Matthew O Throckmorton in the
penal sum of seventy dollars to be paid
to the said Matthew O Throckmorton his executors
administrators or assign to which payment
well and truly to be made we bind ourselves
our heirs Executors and administrators jointly, severally,
and firmly by these presents Sealed with our seals
dated the twenty-fifth day of January AD 1848

Whereas the said Matthew O Throckmorton died
on the thirteenth day of April of the April Term of
Kendall County Circuit Court AD 1847, in the State
of Illinois receive a judgment against the above bounden
Hiram Brown in said Circuit Court for the sum of
twelve dollars besides costs in an action of
Trespass which said cause the said Hiram Brown
is about to remove to the Supreme Court of said State
by writ of Error. Now therefore the condition of the
above obligation is such that if the above bounden Hiram
Brown shall duly prosecute his said writ of Error and
shall pay the said judgment and all costs interest and
damages in case said judgment shall be affirmed
in said Supreme Court then the above obligation to be
void otherwise to be in full force and virtue

Signed Sealed in presence of
S W Randall

Hiram Brown

Marcus Steward

Supreme Court

Hiram Brown
impld

vs

W. O. Throckmorton

Bond

Filed April 24 1848
R R Stone

Filed May 19. 1849
Keland Clark.

No. ~~1~~ 6
Hiram Brown impleaded
vs
Matthew C. Throckmorton

1850

12039

Prepared

W^m