

12567

No. _____

Supreme Court of Illinois

Brackett

vs.

Gum^Aore

71641  7

14 7 28
Samb. Gumare
no

Jas. Brackett stats.

1858

9

12567

1858

United States of America
State of Illinois &

Pleas before the Hon. Isaac
G. Wilson Judge of the Nineteenth Judicial Circuit in the
State of Illinois, at a Term of DeKalb County Circuit Court
begun and held at the Court House in Sycamore in said
County on Tuesday the 4th day of April in the year of
our Lord one thousand eight hundred and fifty four and
of the Independence of the United States the Eighty eighth

Present the Hon. Isaac G. Wilson Judge
Joseph F. Eliason Sheriff
By William J. Dutton Deputy
Attest. James W. Jennings Clerk.

Be it Remembered that Whereas heretofore to wit: on
the 5th day of April A.D. 1854 the same being one of the
days of the said DeKalb County Circuit Court of the
April Term A.D. 1854 the following among other proceed-
ings were had, and entered of Record in the words
and figures following to wit:

James Bracket. Horatio
Arnold & William Arnold

38

Samuel Gumare } Attachment

This day came the Plaintiffs
by Fordham and Hunt their Attorneys, and satisfactory
proof having been made, that due Notice of the pendency
of this suit had been published according to law:

It is therefore ordered by the Court that the Defendants
be called, - and the Defendant being thus solemnly
called, came not nor any one for him, but made de-
fault, which by order of Court is entered of Record:

And it appearing to the Court that this suit was
instituted upon an Instrument in Writing for the pay-
ment of money only, It is ordered by the Court that the
Clerk assess the Damages, and the Clerk having sub-
sequently Reported as due from the Defendant the
sum of two hundred and seven Dollars and sixty four cents:

It is therefore considered by the Court that the Plaintiffs
have and recover of the Defendant two hundred and seven
Dollars and sixty four Cents, and their Costs of suit
herein expended, and have Special execution to sell the
lands, levied upon which are described by the Sheriff
in his Return upon the Attachment, as the East half
of the South East quarter of Section Twenty, Also the East
half of the North East quarter of Section Twenty, Town-
ship Forty Two North, Range four East of the 3^d Prin-
cipal Meridian

And afterwards to wit: on the 5th day of April
A.D. 1854. the same being one of the days of the said
Court of the April Term A.D. 1854 aforesaid. the following
among other proceedings were had. and Entered of Record
in the words and figures following to wit:

James Brackett, Orator
Amice & William Amice

38

v^s

Attachment

Samuel Sumner

This day comes C. J. Dutcher
enters his appearance, and motion in arrest of judgment
in this cause.

And afterwards to wit: on the 7th day of
April A.D. 1854. the same being one of the days of said
Term of Court aforesaid among other the following pro-
ceedings were had. and Entered of Record in words
and figures following to wit:

James Brackett, Orator
Amice & William Amice

1216

38.

v^s

Attachment.

Samuel Sumner

This day came the Defen-
dant by Dutcher his Attorney, and moves the Court to
set aside the default return of the Defendant, -
and hereupon the Defendant moves the Court to quash
which is granted

the affidavits writ and Bond; whereupon come the Plaintiffs, and enter their Cross Motion to amend, which motion is allowed on payment of the cost from time of filing affidavits up to the present time.

It is therefore considered by the Court that the Defendant and have and recover of the Plaintiffs his costs herein to be taxed as allowed and have Execution therefor.

And afterwards to wit: on the 16th day of October A.D. 1854 the same being one of the days of the said Court of the October Term thereof A.D. 1854, the following among other proceedings were had and entered of Record in the books and figures following to wit:

James Brachett. Notario
Arcene & William Arcene

Attachment.

Samuel Gurnare

This day came the Plaintiffs by Jordanham and Hunt their Attorneys, and satisfactory proof having been made herebefore that due Notice of the pendency of this suit had been published according to Law: It is ordered by the Court that the Defendant be called, and the Defendant being three times solemnly called, came not nor any one for him, but made default, which by order of the Court is entered of Record. And it appearing to the Court that this suit was instituted upon certain Instruments in writing, for the

payment of money only. It is ordered that the Clerk
assess the damages, and the Clerk having subsequently
Reported as due from the Defendant the sum of two hundred
and thirteen Dollars and twenty cents: It is therefore
concluded by the Court that the Plaintiffs have and
recover of the Defendant the sum of two hundred and
thirteen dollars and twenty cents, and their costs of
suit herein expended, and have Specific Execution to
sell the lands herein upon which are described by the
Sheriff in his return upon the Attachment as the East
half of the South East quarter of Section twenty - Also the
East half of the North East quarter of Section twenty
in Township forty two North, Range four East of the
Third Principal Meridian.

The following is a copy of the affidavit filed
in the above and foregoing cause.

William Fortham being duly sworn says that
Samuel Guman is indebted to Brackett, & Co
H Co by note and due bill, on the note for the sum
one hundred and thirty dollars, and forty one cents
dated Nov. 15th 1850, with interest after three months
on the due bill for the sum of forty three dollars
and seventy five cents & interest - dated Aug. 7th 1851
amounting to about the sum of two hundred dollars
as appears by said notes in affiant's possession.

And that said Samuel Eumare is not a resident
of this State, as this affiant ^{has been} informed and verily believes
Subscribed and Sworn to before
me this 18th day of June A.D. 1853 W. Jordanham
Jas W Percup Clerk } Atty for Pliffs
Filed June 18. 1853. Jas W Percup Clerk

Following is a copy of the Bond.

Know all men by these presents that we, William
Jordanham Attorney for James Brackett, Horatio Aoville
& William Aoville, under the name & style of Brackett
Aoville & Co. as Principals, and Wm J. Hunt as security
are held and firmly bound unto Samuel Eumare
in the Penal sum of four hundred dollars for the
payment of which well and truly to be made, we
bind ourselves, our heirs, executors, administrators
and assigns firmly by these presents.

Witness our hands and Seals this 18 day of
June A.D. 1853.

The Condition of this Obligation is
such that whereas the above bounden William
Jordanham (as Attorney of Brackett Aoville & Co.) hath on
the day of the date hereof prayed an attachment out of
the Circuit Court of DeKalb County, at the suit of James
Brackett, Horatio Aoville & William Aoville, under
the name and style of Brackett, Aoville & Co. against
the estate of the above named Samuel Eumare

for the sum of two hundred Dollars, and the same being
about to be sued out of said Court, returnable on the
day of October next to the Term of the Court then to
be holden. Now if the said William Fordham (as
aforesaid) shall prosecute his suit with effect, or in
case of failure therein, shall well and truly pay and
satisfy the said Samuel Gurnee all costs in said
suit, and such damages as shall be awarded
against the said William Fordham, his heirs &c-
cutors, or administrators in any suit, or suits
which may hereafter be brought for wrongfully suing
out said attachment. - Then the above obligation
to be void, otherwise to remain in full force and
effect.

For Brackett, Horatio & Co. - W^m Fordham *Exhib*
W^m J. Hunt *Exhib*

Filed June 18, 1853, for D. B. Corning Clerk.

Copy of Security for costs - & of Receipt for this.

State of Illinois. DeKalb County Circuit Court
Oct. Term A.D. 1853.

James Brackett, Horatio
Horace William Horace

vs

Samuel Gurnee

I do hereby enter myself
security for cost in this cause. And acknowledge

Myself bound to pay or cause to be paid, all costs which
may accrue in this action, either to the opposite party
or to any of the officers of this Court, in pursuance of
the law of this State.

Dated this 18th day of June A.D. 1853.

William Fordham

James Brackett, Horatio
Aronce, William Aronce

DeKalb County Circuit Court
Oct. Term A.D. 1853

^{vs}
Samuel Gurnau

The Clerk of said Court will
issue an attachment against said Samuel Gurnau
returnable at the next term of this Court for the
sum of two hundred dollars.

W^m Fordham

Atty for Pltff

Filed June 18, 1853. Jas^{es} B. Jennings Clerk

(Copy of the Writ of Attachment)

State of Illinois

DeKalb County

The People of the State of Illinois to
the Sheriff of said County, Greeting.

Whereas William Fordham Attorney for James Brackett,
et. Horatio Aronce, & William Aronce, of the County
of DeKalb, State of Illinois, hath complained

on oath to James B. Jennings, Clerk of the Circuit
Court of DeKalb County, that Samuel Gurnare is
justly indebted to James Brackett, Horatio Avenue
& William Avenue in the sum of two hundred
dollars. And the said James Brackett, Horatio
Avenue, & Wm Avenue having ^{given} bond and security ac-
cording to the act in such case made and provid-
ed. We therefore, Command you, that you attach
so much of the real estate, real or personal of the said
Samuel Gurnare to be found in your County, as shall
be of 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 thereon
on according to law, at a Circuit Court to be holden at
Sycamore, within and for the County of DeKalb, on the seven-
teenth day of October next: so as to compel the said
Samuel Gurnare to appear and answer the com-
plaint of the said James Brackett, Horatio Avenue &
William Avenue; when and where you shall make known
to the said Court how you have executed this writ.

And have you then and there this writ.

L. S. Witness J^d B. Jennings, Clerk of our said
Court, and the Seal thereof at Sycamore
this eighteenth day of June, in the year
of our Lord one thousand eight hundred
and fifty three
J^d B. Jennings Clerk

(Copy of Officer's Return on Writ)

This 18th day
of June 1853. I found on the East 1/2 of S.E. 1/4 of Sec 20.
Also the East 1/2 of the N.E. 1/4 of Sec 20. Township 42
N. R. 4. East of the 3^d P. M.

Fees Sec 50
Ret 10
Certificate 50
\$1.10

J. J. Givens Sheriff
By W. P. Dutton Deputy

Folio July 13 1853. Jas. L. Jennings Clerk

(Copy of the Notice of Publication)

State of Illinois.

DeKalb Co Circuit Court

October Term 1853

James Brackets, Horatio
Avenue & William Avenue

vs

Samuel Gurnan

Attachment

Public Notice is hereby
given to the said Samuel Gurnan that a Writ
of Attachment, issued out of the office of the Clerk of
the Circuit Court of the County of DeKalb, dated the
18th day of June A.D. 1853, at the suit of James Brackets,
Horatio Avenue, and William Avenue for the sum of
two hundred dollars directed to the Sheriff of said
County, which said writ has been returned, executed

Now, therefore, unless you, the said Samuel Gurnan
shall personally 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 Sycamore in Said
County on the 17th day of October next, give sufficient
Bail, and plead the said Plaintiffs Action judgment
will be entered against you in favor of the said James
Brackett, Horatio Horner, and William Horner
and so much of the property attached as may be
sufficient to satisfy the said judgment and costs
will be sold to satisfy the same.

Dated at Sycamore this 13th day of July 1853.

James W. Barnard Clerk

(Copy of Publishers Certificate attached to above notice)

This is to Certify that the annexed notice was
Published four successive weeks in the Kane County
Democrat, a weekly Newspaper, published at
St Charles, in Kane County, and State of Illinois
commencing on the 20th day of July and ending on
the 17th day of August A.D. 1853. Dated A.D. 1853
I do so \$4.00

J. S. Jones Publisher

Per C. Pettisworth

Dated April 6th 1854, James W. Barnard Clerk

(Copy of the Declaration)

State of Illinois vs DeKalb County Circuit Court
James Brackett, Horatio Horner & William Horner
vs Samuel Gurnare & James Pitt
October Term A.D. 1853

And the said James Brackett, Horatio Averill
& William Averill (Late Partners under the name of the
Firm of Brackett, Averill & Co) by William Jordan their
Attorney complains of Samuel Gaman. For that
whereas the said Defendant heretofore to wit, on the 18th
day of November A.D. 1850. at Buffalo. (that is to
say at Sycamore in the County of DeKalb. and State of
Illinois) made his certain promissory note in writing
bearing date the day and year aforesaid, and thereby
then and there promised to pay three months after
the date thereof to the order of Wright, Brackett and
Averill the sum of one thousand and thirty four dollars
for Value Received at the Merchants Bank Buffalo.
And then and there delivered the said promissory
note to the said Wright, Brackett, and Averill -

And the said Wright, Brackett and Averill to
whom, or to whose order the payment of the said sum
of money in the said promissory note specified was
to be made, after the making of the said promissory note
before the payment of the said sum of money therein
specified became due indorsed the said promissory

by which said indorsement they the said Wright
Brackett & Averill then and there ordered and appoint-
ed the said sum of money in the said promissory note
specified to be paid to the said Plaintiffs. - and
then and there delivered the said promissory note so
indorsed as aforesaid, to the said Plaintiffs, by means
whereof, and by force of the Statute in such case made

and provided the said Defendant, then and there became liable to pay to the said Plaintiffs, ~~the said~~ sum of money in the said promissory Note specified according to the tenor and effect thereof -

And also for that the said Defendant made two certain other Due Bills in writing, on the 9th day of August A.D. 1857, at Rochester, (that is to say at Syracuse in the County & State aforesaid, bearing date the day and year aforesaid, and then and there acknowledged to be due the said Plaintiffs, or bearer, the sum of forty three ^{two} dollars & no more, at the date thereof, to be paid in Dollars, at the rate of fourteen Shillings per dozen, with a certain condition thereto annexed viz "that said Dollars were to be shipped from ~~Michigan~~ the week following the date of said Due Bill, and said Dollars to be of the same quality as those previously sold to said Plaintiffs the preceding month - And then and there delivered the said Due Bill to the said Plaintiffs by means whereof and by force of the Statute in such case made and provided, the said Defendant, then and there in manner aforesaid, became liable to pay to the said Plaintiff the said sum of money in said Due Bill specified according to the tenor and effect thereof - And being so liable, the said Defendant in consideration thereof afterwards to wit at the several times mentioned in said promissory Notes & Due Bill, at the places aforesaid undertook, and then and there

faithfully promised the said Plaintiffs to pay them the said several sums of money in the said Promissory Note and due Discharge, according to the tenor and effect thereof.

Yet the same to pay in manner aforesaid, the said Defendants hath wholly refused, altho. often requested, and still doth refuse. Whereupon the said Plaintiffs say they are injured and have sustained damage to the amount of three hundred dollars, and thereupon they bring suit &c

Wm. Forham City for Plffs

Copy of Notes

\$130 ⁴⁰/₁₀₀

Buffalo Nov. 15th 1850

Three Months after date I promise to pay to the order of Wright, Brackett & Arnold one hundred & thirty ⁴⁰/₁₀₀ Dollars for value received, at the Hollister Bank Buffalo.

(Signed) Sam^l Guernsey

Endorsement on above note -

Pay to Brackett Arnold & Co.

Wright Brackett & Arnold, Buffalo

\$43.75

Rochester Aug 7th 1851

Due Brackett Arnold & Co. or bearer forty three ⁷⁵/₁₀₀ Dollars for value rec^d payable in Rooms at 14/- per doz. to be shipped from Menam next week same quality of Room as sold us last month / 25 doz /

(Signed) Sam^l Guernsey

Filed Oct. 7. 1853. J. W. Jennings Clerk

(Copy of Amended affidavit.)

State of Illinois

DeKalb County

DeKalb County Circuit Court
October Term A.D. 1854

William Jonathan Attorney for James Brackett
Noratio Avenue & William Avenue (Late Partners un-
der the name and style of Brackett Avenue & Co.) being
duly sworn saith that Samuel Guman is indebted
to said James Brackett, Noratio Avenue & William Avenue
in a sum exceeding twenty dollars, to wit, in the sum of
about two hundred dollars, as appears by a Note and
Due Bill on in this cause, said Note being for
the sum of one hundred and thirty dollars and forty one
cents, was dated Nov. 15th 1850, and payable three months
after date, and bears interest after it becomes due -
said Due Bill being for the sum of forty three dollars
and seventy five cents, was dated Aug^t. 9th 1851, and
bears interest from date - And he further says that
said Samuel Guman is not a resident of this State

Subscribed and sworn to
before me this 16th day
of October A.D. 1854

J^m Jonathan

J. W. Jennings Clerk

Filed Oct. 16. 1854. J. W. Jennings Clerk

Copy of American Bond

Know all men by these presents, that we William
Fordham, Attorney for James Brackett, Horatio Avenell
& William Avenell (Late Partners under the name
and style of Brackett Avenell & Co) and William J.
Hunt, both of Spearman, DeKalb County Illinois, are
held and firmly bound unto Samuel Gurnee in
the Penal sum of four hundred dollars, for the
payment of which, well and truly to be made, we
bind ourselves, our heirs executors and administrators
firmly by these presents

Witness our hands and seals this sixteenth
day of October A.D. 1854.

The condition of the
above obligation is such that whereas the aforesaid
James Brackett, Horatio Avenell & William Avenell
have on the eighteenth day of June A.D. 1853 prayed
an attachment out of the Circuit Court of said
County, at their suit against the estate of the above
named ~~Samuel~~ Gurnee for the sum of two
hundred dollars, and the same having been sued
out of said Court returnable on the seventeenth day
of October then next to the Term of Court which
was then to be holden. Now if the said James
Brackett, Horatio Avenell & William Avenell shall
prosecute their suit with effect, or in case of failure
therein shall well and truly pay and satisfy the

Said Samuel Gurnee, all such costs in said
suit and such damages as shall be awarded, against
the said James Brackett, Horatio Avenue & William
Avenue their heirs, executors, and administrators
in any suit or suits, which may hereafter be brought
for wrongfully suing out the said Attachment
than the above obligation to be void; otherwise to
remain in full force and effect.

Wm. Jordanham

Wm. J. Hunt

Filed Oct. 16, 1852, J. St. & Evening's Clerk.

Copy of Amended Declaration

James Brackett, Horatio Avenue, & William
Avenue (Late Partners under the name and style of
Brackett Avenue & Co.) Plaintiffs by William Jordanham
their Attorney, complain of Samuel Gurnee, Def-
endant:

For that whereas the said Defendant, ^{hereafter} to wit
on the fifteenth day of November A.D. 1850 at Buffalo
(that is to say at Syracuse, De Kalb County, Illinois)
made his certain promissory note in writing bearing
date a certain day and year therein mentioned, to
wit the day and year aforesaid, and thereby then and
there promised to pay three months after the date there-
of, to the order of Messrs. Brackett and Avenue the
sum of one hundred and thirty dollars, and forty

one cent for value received at the Holliston Bank Buf-
falo, and then and there delivered the said promissory
note to the said Wright, Brackett & Avenel. And the
said Wright, Brackett & Avenel to whom over the pay-
ment of the said sum of money in the said promissory
note specified was to be made, after the making of
the said promissory note before the payment of the said
sum of money therein specified to wit on the day and
year aforesaid, at the place aforesaid indorsed the
said promissory note by which said indorsement they
the said Wright, Brackett & Avenel, then and there
ordered and appointed the said sum of money in
said promissory note specified to be paid to the said
Plaintiffs - and then and there delivered the said
promissory note so indorsed as aforesaid, to the
said Plaintiffs, by means whereof, and by force of
the Statute in such case made and provided, the
said Defendants then and there became liable to
pay to the said Plaintiffs the said sum of money
in the said promissory note specified, according to
the tenor and effect thereof; and being so liable he
the said Defendants, in consideration thereof, af-
terwards, to wit, on the day and year, and at the
place aforesaid, undertook, and then and there
faithfully promised the said Plaintiffs to pay them
the said sum of money, in the said promissory note
specified according to the tenor and effect thereof.
And also for that whereas the said Defendants hunt-

fore to wit, on the 9th day of August, ~~at~~ at
Rochester (that is to say at Syracuse, DeKalb
County Illinois) made his certain other promissory
note, or Due Bill, in writing bearing date the day and
year aforesaid, and thereby then and there acknowledged
to be due to the said Plaintiffs or bearer the sum of
Forty three dollars and seventy five Cents for value
received, payable in Brooms at ^{the rate of} fourteen Shillings per
dozen - said Brooms to be shipped ^{at} from Medina the
next week after the date of said Due Bill - said
Brooms to be of the same quality as those previously
sold to said Plaintiffs the Month preceding the date
thereof, and then and there delivered the said Due Bill
to the said Plaintiffs by means whereof, and by force
of the Statute in such case made and provided, the
said Defendant then and there became liable to pay
the said Plaintiffs the said sum in said Due Bill
specified according to the tenor and effect thereof
and being so liable he the said Defendant in consid-
eration thereof, afterwards, to wit, on the day and year
and at the place last aforesaid undertook, and then
and there faithfully promised the said Plaintiffs
to pay them the said sum in the said Due Bill specified ^{according to the tenor and effect thereof}

Yet the said Defendant not regarding his said several
promises and undertakings hath not yet paid the said
several sums of money or either of them, or any part thereof, or
the said Brooms to the said Plaintiffs in manner afore-
said, although often requested so to do but said

Defendant. to pay the same to said Plaintiffs hath hitherto wholly neglected and refused, and still doth neglect and refuse - To the damage of the said Plaintiffs of two hundred dollars and therefore they bring suit.

Jm Forham
Plffs Atty

Copy of Note

\$130⁴⁰/₁₀₀

Buffalo Nov. 15th 1850

Three Months after date I promise to pay
to the order of Wright, Brackett & Co. one hundred
and thirty 4⁰⁰/₁₀₀ Dollars for value rec^d at the Holliston
Bank Buffalo. (Signed) Samuel Luman
(Endorsement)

Pay to Brackett & Co.

(Signed) Wright, Brackett & Co. Buffalo

Copy of Due Bill

\$43.75

Rochester Aug. 9. 1851

Due Brackett & Co. or bearer forty
three 7⁵⁰/₁₀₀ dollars for value rec^d payable in Brooms
at 14/- per doz. to be ship^d from Medina next week.
Same quality of Brooms as sold us last month (25. doz)

(Signed) Samuel Luman

Folio Sept. 31. 1854. p. 84 & 85

Copy of Paper filed by Dr. B. Counsel on his motion
for arrest of judgment.

James Brackett, Horatio
Avenell & William Avenell

vs

Samuel Gurnee

Deft. Moves in arrest of
judgment herein herein for the reasons following, to wit:
That the affidavit on which writ issued does not
show that H. Foreham was agent or attorney for the
Plaintiffs

That said affidavit does not set forth the
Plaintiffs demand according to the Statute.

That said affidavit does not show any indebtedness
from the Defendant to the Plaintiffs in the suit.

That said affidavit does not show that Defendant
was a non-Resident of this State at the time the same
was made, but is only sworn on information & belief

That the writ issued in this Cause is not author-
ized by the affidavit on file, which shows if anything
an indebtedness from Deft. to Brackett, Avenell & Co.
& not to James Brackett, Horatio Avenell & William
Avenell, without any avowment of Partnership, & for
other insufficiencies.

That there is not a good & sufficient Bond on file
herein as is required by law

That the Amount Claimed in Writ is two hundred
dollars, and the Amount of Damages Claimed in the Dec-
laration is the sum of three hundred Dollars

That the Paper called by Plffs Atty a Due Bill

Offend in evidence is not a negotiable instrument

That an endorsement made on said Due Bill has been erased & not credited in the judgment.

That said Bond is made & signed by Frothingham as attorney without any authority for executing said Bond.

That said authority should have been filed herein.

That said Bond purports to be made by James Brackett, Horatio Averill, & William Averill under the name & style of Brackett, Averill & Co. by William Frothingham Attorney as Principal, and not by Plffs in this suit.

That Default was taken without any proof of personal service of said suit on the Defendant, or Proof of Publication of a Notice to appear & plead herein as is required by law.

That said Bond is made by different parties, and in a different case from those contained in the Writ issued herein.

That said Notes are not correctly set forth & described in Plffs Declaration.

That there is a variation between the Declaration & Writ in this cause.

That Plffs did not file a copy of the note or Due Bill with their Declaration in this cause as required by Law which were offered as evidence in this cause, & other exceptions apparent on the face of the papers. By C. F. Dutcher, Atty for Deft.

Filed April 6.th 1854. J. W. Bovey, Clerk.

Copy of the Note paid & the endorsement thereon

\$131 ⁴¹/₁₀₀

Buffalo Nov. 15th 1858

Three months after date I promise to
pay to the order of Wright Brackett & Son
one hundred & thirty four Dollars for value rec'd at
the Holliston Bank Buffalo.

Sam^l Gurnee

Endorsement.

Pay Brackett & Son

Wright Brackett & Son

Buffalo

Protetion Feb. 18. 1857.

D. B. D. N. B.

Filed April 5. 1854. J. St. Bernard Clerk

Copy of the due & due

\$43.75

Rochester Aug. 9. 1857

Due Brackett & Son or bearer
Forty three & 75/100 Dollars for value rec'd payable in
Sworms at 14/- per doz to be ship'd per Medina
next week - same quality of Sworms as sold us
last month. [25 doz]

Sam^l Gurnee

(Endorsement & erasure)

~~Filed Nov 24 1852. Nov~~

Dollars \$3.

Filed April 4. 1854. J. St. Bernard Clerk.

Copy of Execution.

State of Illinois

DeKalb County of the People of the State of Illinois to the
Sheriff of said County. Greeting.

We command you that of the following Lands and
Tenements to wit the East half of the S E 1/4 & the E 1/2
of the N E 1/4 of Sec 20. in Township 4 2. North, R. 12 E 4
East of the 3^d P.M. of Samuel Gurnan Defendants, in
your County, you cause to be made the sum of two
hundred & thirteen Dollars, and twenty cents, which
James Brackett, Horatio Averill & William Averill, Late
Partners under the name & Style of Brackett Averill & Co
Plaintiffs lately in the Circuit Court of said County, at a
Term thereof begun and held at Sycamore in said County
on the Sixteenth day of October inst. Recovered against
the said Defendants, and which by the said Court was
adjudged to the said Plaintiffs for their Damages.

And also the further sum of eight Dollars and ninety
five cents, which were adjudged to the said Plaintiffs
for their costs and charges, in that behalf expended
whereof the said Defendant was convicted as appears
to us of Record. And have you these Moneys ready to
pay to the said Plaintiff for his Damages, and costs
aforesaid, and make return of this writ with an
endorsement thereon, in what manner you shall
have executed the same in thirty days from the
date hereof.

L. S.

Witness J. H. Jennings Clerk of our said

Court and the Seal thereof, at Sycamore in
said County this ~~twenty~~ eighth day of
October A.D. 1854

James W. Perovich Clerk
(Emerson) Sheriff will collect interest from Oct 15, 1854
Officers return Emerson on F. J. A.

By virtue of this
writ the within described Land to wit: The east half
of the South East quarter & the East half of the
South West quarter of Section twenty in Township
forty one North Range four East was advertised for
sale on the Sixth day of January A.D. 1855. and the
same were sold on the thirtieth day of January A.D. 1855.
to William Graham for the sum of two hundred & thirty five
dollars he being the highest & best bidder therefor.

J. J. Givens Lot Sheriff
By W. P. Dutton Deputy

Sold Jan. 31, 1855. J. W. Perovich Clerk.

Copy of costs as returned in Fee Book.
James W. Perovich et al Oct. Term 1854

vs

Attachment

Samuel Givens } Plaintiffs cost.

App't atty 15; doc writ 10 tab am Bond 40; Not. Put 40; off't fees 10 1.45

5 fil: 25; sub cap 20; ora cltr ap'd am 20; ap'd am 20 sub qua 25 1.10

doc qua 10; ora ex 20; ex & fil 40; doc ex 10; B.C. 30; Cop 20 1.70

Make Comput Rec 75. St & not 25

Printer's fee \$4.00

1.45
1.10
1.70
1.00
\$4.95

State of Illinois

DeKalb County

I, James W. Bennett, Clerk of
the DeKalb County Circuit Court in the State
aforesaid do hereby certify that the above and
foregoing is a full, true & perfect transcript of
the proceedings had in the case of James Bruckner
et al, vs. Samuel Gummi as the same appear
of Record - and of all papers pertaining to said
cause on file in my office

Witness my hand and the Seal of said
Court at Sycamore this Seventh day
of May A.D. 1858.

James W. Bennett Clerk

Frs. Transcript 60 fol. 100

6.11

Certificates 1858

85 6.85

~~#~~ ~~76~~ ~~28~~ 9
Land. Gunware

James Brackett Stats.
Record

Filed June 12. 1855.
L. Seland Clerk

STATE OF ILLINOIS,

Supreme Court,

ss.

The People of the State of Illinois,

To the Sheriff of the County of *De Kalb* ——— Greeting:

BECAUSE in the record and proceedings, and also in the rendition of the judgment of a plea which was in the circuit court of *De Kalb* ——— county, before the Judge thereof, between *James Bracket, Horatio Averill & William Averill* Plaintiffs and *Samuel Gumare*

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

as we are informed by *his* complaint, the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the state of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said *James Bracket, Horatio Averill & William Averill* ———

that *They* be and appear before the Justices of our said Supreme Court, at the next term of said court, to be holden at Ottawa, in said state, on the *Second* Monday in *June* next, to hear the records and proceedings aforesaid, and the errors assigned, if ——— shall see fit; and further to do and receive what said court shall order in this behalf; and have you then there the names of those by whom you shall give the said *Bracket & Averills* ———

notice, together with this writ.

Walter B. Seates
WITNESS, the Hon. ~~Samuel H. Treat~~, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *28th* day of *May* in the Year of Our Lord One Thousand Eight Hundred and Fifty-*six*

L. Leland
Clerk of the Supreme Court. *Do*
By *J. B. Rice* Deputy

William Phelps
Shuff of Beale Co

[illegible]

State of the City of New York, County of New York, ss. I, the undersigned, a Justice of the Peace for said County, do hereby certify that the within and foregoing is a true and correct copy of the original of the same, as the same appears from the records of said City.

Samuel Johnson
 14 Do
 James Buchanan
 John Adams

Filed June 21, 1856
J. Adams
Clerk

There is no other copy of this manuscript.

concordia paxque in christo regnet.

BEFORE me this 20th day of December 1900, the within and foregoing instrument of writing was presented to me by the said [Name], and acknowledged by him to be his free and voluntary act and deed, and that he executed the same for the purposes and consideration therein expressed.

State of Illinois. In the Supreme
Court. His Grand Division -
Samuel Guernsey }
vs Aff in Error } Error to DeKalb County
Brackett & al }
Dys in Error }

Samuel Guernsey, by first
day sum according to law. depose and
says, that he is the Plaintiff in Error in
the abn entitled Case, which is now
pending and undetermined in said Supreme
Court of the State of Illinois - And that all
the Defendants in Error in said suit are
non residents of the State of Illinois. And
reside in the State of New York. And further
saith not.

Subscribed & sworn to before me, this 17th Day of November
AD 1856. As Witness my hand
and Notarial Seal. at Chicago
Cook, County Illinois. the Day & year
aforesaid

John Dorsey the
Notary Public

James G. Gurnee
vs. Affair

Brackett vs.
Defendant

Affidavit of Jurisdiction
of Defendants

Filed Dec. 21 1854
L. Leland
Clerk



State of Illinois

Supreme Court

Third Grand Division, at Ottawa,

Samuel Luman
Plaintiff in error
vs

James Brackett
Horatio Averill &
William Averill

} See Jo to the De Kalb
County Circuit Court.

Whereas, the said parties to
the above entitled suit now pending in the
Supreme Court of the State of Illinois at Ottawa
in said State have settled and determined the
said controversy among themselves and desire
that the same be finally disposed of.

Now therefore it is hereby stipulated & agreed
by & between the said parties that the judgment
rendered in this cause in the De Kalb County
Circuit Court in favor of the said Brackett
Averill & Averill be affirmed, and that
judgment to that effect be entered in this
Court, & c.

Chicago December 1st 1857.

Sam^l Luman
James Brackett
Horatio Averill
William Averill
for Brackett & c.

Sam^l Gurnoe

vs
James Brackett et al
Stipulation

Filed April 20. 1858
L. Leland
Clk.