

12366

No. _____

Supreme Court of Illinois

Johnson

vs.

Bright

58
Ch. M. Johnson
Harian Bright

58

12366

1854

State of Illinois
Fourteenth Judicial Circuit } In Stephenson Co. Circuit Court
Stephenson County

Pleas before the Hon^{ble} Benjamin
R. Sheldon presiding Judge - of the fourteenth Judicial
Circuit of said State at a term of the Circuit Court, begun
and held at the Court house in Freeport in said Judicial Circuit
and in the County and State aforesaid on Monday the 4th day
of April A.D. 1853.

Present the Hon^{ble} Benjamin R. Sheldon
Judge. George Reitzell Sheriff
Joseph B. Smith Clerk

Amos F. Culver & Hiram Bright }
for the use of Hiram Bright }
vs. } Action of Covenant
Abraham M. Johnson

Be it remembered that at this same
Term of said Circuit Court to wit: on the 2^d day of March A.D.
1853. Hiram Bright appeared and filed in the said Circuit
Court his proceipe in the said suit of Amos F. Culver & Hiram
Bright for the use of Hiram Bright against Abraham M. Johnson
in the words and figures following to wit:

Amos F. Culver

State of Illinois } In the Circuit Court of Stephenson County
Stephenson County } in the fourteenth Judicial District, of the
April Term A.D. 1853.

Amos F. Culver & Hiram Bright }
for the use of Hiram Bright }
vs. } Action of Covenant Dam. \$400.
Abraham M. Johnson

The Clerk of the Circuit Court will please issue
a summons in the above entitled cause returnable according to Law.
To J. B. Smith Clerk, Yours &c.
March 2^d, 1853. Hiram Bright

Endorsed " Amos I Culver et al vs A M Johnson, - Jure,
for summons - Filed March 2^d 1853 J. B. Smith Clerk
H. Bright Plff Atty.

And on the same day to wit: on the said 2^d day of March
A.D. 1853 there issued out of said Circuit Court a summons
directed to the Sheriff of Stephenson County to execute in the
words and figures following to wit:

State of Illinois } The People of the State of Illinois
Stephenson County } Sec. To the Sheriff of said County Greeting.

We command you that you summon Abraham
M Johnson if he 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 the Town of Freeport, in ^{the} said County, on the first Monday
in the month of April next, to answer unto Amos I Culver
and Hiram Bright for the use of Hiram Bright, in an action
of Covenant, to the damage of the said Plaintiff as they say
in the sum of four hundred dollars, and have you then and
there, this writ, with an endorsement thereon in what manner
you shall have executed the same.



Witness Joseph B Smith, Clerk of our
said Circuit Court, and the seal of said Court
at his office in said County this 2^d day of
March A.D. 1853,

Joseph B Smith Clerk
Said summons has the following endorsement to wit:
Culver & Bright vs Abraham M Johnson. Sum.
Executed the within by reading the within to the within named
Abraham M Johnson, March 4th A.D. 1853.

Geo. Reitzel Sheriff.

per Wm Glover Deputy.

Wait - 50

mileage - 15

Return 10
75

And afterwards to wit: on the 21st day of March A.D. 1853,
the said plaintiffs by Hiram Bright attorney filed in the said
Circuit Court his Declaration in the said cause which decl-
aration is in the words and figures following to wit:

State of Illinois
Stephenson County } In the Circuit Court of Stephenson County
of the April Term A.D. 1853.
Amos T Culver & Hiram Bright
for the use of Hiram Bright }
vs } Fourteenth Judicial District
Abraham M Johnson } State of Illinois

Amos T Culver and Hiram Bright
Plaintiffs in this suit who sue for the use of Hiram Bright by
Hiram Bright their attorney, Complain of Abraham M Johnson
Defendant (being duly summoned), in a plea of a breach of covenant,

For that whereas heretofore to wit on the 20th day of January
A.D. 1851- at Freeport in the County of Stephenson and State of Illinois,
by a certain article of agreement, then and there made, concluded
and agreed upon, to the said plaintiffs by the said Defendant, which
said article of agreement, sealed with the seal of the said Defendant-
The said Plaintiff now brings here into Court, the date whereof is the
same day and year aforesaid, and in which the said Defendant agreed
and covenanted to pay to the said Plaintiffs as his attorneys (for
prosecuting and recovering the undivided seven thirty second parts
of Lots, one, two, three, four, five, six, seven, eight, nine
and ten in Block Number Fifty Six (56) in the Town of Freeport,)
a contingent fee equal in value to one half of the value of said
property, or one half of the property itself at their election, provided
they should recover the same as a compensation for their services
as attorneys in prosecuting said suit - And for the due perfor-
mance and satisfaction of said agreement, the said Defendant by
himself did covenant and agree with the said plaintiffs well and
truly to perform all the covenants therein mentioned and to pay to
the said plaintiffs the share as in said agreement mentioned

and expected to be paid by the defendant as by the said agreement will more fully appear. And although the said Plaintiffs hath well and truly performed and fulfilled all and singular the Covenants and agreements in the said agreements mentioned on their part, ^{in behalf} to be done and performed.

The said Plaintiffs yet protesting in fact says, that after the making of the said article of agreement, and whilst the said plaintiffs exercised and carried on the business of Attornies and Counsellors at Law: to wit. on the said twentieth day of January A.D. 1851 at Freeport in the County of Stephenson and State of Illinois, the said defendant signed and sealed said agreement, and employed said plaintiffs Attornies as therein mentioned, which said agreement the said plaintiffs fulfilled on their part, and recovered for the said defendant, the sum of Six hundred and fifty Six Dollars and twenty-five cents or upwards, but that the said defendant has made default in paying to the said plaintiffs the equal and the undivided one half of Six hundred and fifty Six Dollars and twenty-five cents the sum so recovered as aforesaid and did not duly account to the said plaintiffs for the one half of the sum so recovered as aforesaid, contrary to the force form and effect of the said article of agreement whereby the said defendant became liable to pay the said plaintiffs the sum of three hundred and twenty eight Dollars, and twelve and a half cents. for such default. Yet the said Defendant hath not yet paid to the said plaintiffs, the said Plaintiffs sum of three hundred and twenty eight Dollars and twelve and a half cents or any part thereof according to the form and effect of the said article of agreement but hath hitherto wholly neglected and refused, and still doth neglect and refuse so to do, contrary to the said articles of agreement, and the said Covenant of the said defendant by him in that behalf made as aforesaid to wit. at Stephenson County and State aforesaid; and so the said plaintiffs saith, That he the said defendant hath not

kept within them the covenants so made between them as
aforesaid but hath broken the same, and to keep the same
with the said plaintiffs, the said defendants hath hitherto wholly
refused, and still doth refuse to the damage of the said Plaintiffs
of four hundred dollars and therefore he sues &c.

Hiram Bright

Atty. for Plffs.

(Copy of the agreement sued on),

This is to certify that I have this day emp-
loyed Amos H Culver and Hiram Bright to prosecute for
me and in my name an action of Ejectment for the recovery
of the undivided seven thirty seconds of Lots. one, two, three,
four, five, six, seven, eight, nine and ten in Block fifty-
six in the Town of Freeport, now I hereby agree to pay to the
said Culver and Bright a contingent fee equal in value to one
half of the value of said property or one half of the property itself
at their election. Provided they shall recover the same, as
a compensation for their services as Attorneys in prosecuting
said suit, but in case they should not recover the same
I am not to pay them any thing for said services,

In witness whereof I have hereunto set my hand and
affixed my seal this 20th day of January A.D. 1851.
Done in the presence of } A. M. Johnson Seal
Henry Dubbert }

Which Declaration has the following endorsement to wit:
Amos H Culver & Hiram Bright for the use of Hiram
Bright as A. M. Johnson. Narr.
Filed March 21. 1853. Joseph B Smith Clerk
Re Bright Plff Atty.

And afterwards to wit: On the 8th day of April A.D. 1853.
upon the records of the proceedings of said Circuit Court for
the April Term A.D. 1853 - appears the following entry to wit:

Amos H Culver & Hiram Bright
for the use of Hiram Bright

as
Abraham M Johnson

} Covenant

On motion of the said defendant
by Goodhue his Attorney - It is ordered by the Court
that the said defendant have leave to file his plea to
plaintiffs declaration *instantly*.

And afterwards to wit: On the 9th day of April A.D. 1853 the
defendant in said suit by his Attorney appeared & filed in
said Court a Demurrer to said plaintiffs declaration,
The said said Demurrer is in the words and figures following
to wit:

"In the Cir. Court of S. Co. April 9. 1853

Abraham M Johnson

ads

Amos H Culver & Hiram Bright
for the use of Hiram Bright

} Covenant

And the said defendant by
Goodhue his Atty comes & defends the wrong & injury
when he and says that the said plaintiffs declaration is
defective informal & insufficient, and by the Law of the
land he is not bound to answer the same wherefore he prays
judgment and that he be discharged, with his reasonable
costs & charges

T. H. Goodhue

Defts. Atty.

Endorsed" Filed April 9th 1853 - J. B. Smith Clk.

And on the same day to wit: on the 9th day of April A.D. 1853 appe-
ared the defendant by his Attorney & filed in said Court an affidavit
in the words and figures following to wit:

Amos F Culver &
Hiram Bright for the use
of Hiram Bright

Abraham M Johnson

State of Illinois

Stephenson County

In Circuit Court of Stephenson
County, April Term 1853
Covenant

W.S. Goodhue being duly sworn says that
Amos F Culver one of the above named plaintiffs, died about three
months ago in California as this deponent has been informed
and verily believes.

Subscribed & Sworn before.

me this day of April 1853

Julius Smith J.P.

W.S. Goodhue

Endorsed" Filed April 9th. 1853 J.B. Smith Clerk

And upon the records of said Circuit Court for the Term of April
A.D. 1853 there appears the following entry to wit:

Amos F Culver & Hiram Bright

vs

Abraham M Johnson

Covenant

And now at this day come Hiram Bright
one of the plaintiffs in this cause & suggests to the Court the death of
Amos F Culver & asks that this his suggestion may be entered of record
in this cause, which is done;

"And afterwards to wit: on the 12th day of April A.D. 1853 at the
said April Term of said Circuit Court in the records of the proceedings
thereof is the following entry to wit:

Amos F Culver & Hiram Bright
for the use of Hiram Bright

Abraham M Johnson

Covenant

Now at this time come on to be heard the defen-
dants demurres to the plaintiffs declaration. and after hearing the
arguments of Counsel. It is ordered by the Court. that said —

Demurres be overruled. and on motion of said Defendant leave is granted him by the Court to withdraw his demurres and plead to said declaration by tomorrow morning,

And afterwards to wit: on the 13th day of April A.D. 1853. the defendant in said suit by his Attorneys appeared & filed in said Court his Pleas - The Pleas filed as aforesaid are in the words and figures following to wit:

State of Illinois

Stephenson County

In the Circuit Court of the said County
of the April Term A.D. 1853.

Abraham M Johnson

vs

Amos F Culver & Hiram Bright
for the of Hiram Bright

Covenant

And the said Defendant by Goodhue & Farwell his attorneys, comes and defends the wrongs and injuries when &c and says actio non, because he says that the said Plaintiffs did not render their joint services as Attorneys & Counsellors at Law as stipulated and set forth in the said Plaintiffs Declaration, and that the said Plaintiffs did not keep and observe any part of their said agreement with the said defendant upon which the said Covenant on the part of the said defendant in the said Plaintiffs declaration mentioned was based, and of this the said Defendant puts himself upon the Country And the said Plaintiffs doth the like.

Goodhue & Farwell

Deft. attorneys

Hc Bright Plff atty

And for a further plea in the behalf of the said Defendant by Goodhue & Farwell his Attorneys says actio non, because he says that the said Plaintiffs before and at the time of the commencement of this suit were and still are indebted to the said Defendant in a large sum of money to wit: the sum of Two hundred Dollars money had and

Received and for promissory Notes sold and delivered to wit: at the County aforesaid, which said sum of money, so due and owing from the said plaintiffs to the said Defendant exceeds the damages sustained by the said plaintiffs, on account of the said supposed breach of the said Covenant of the said defendant as above assigned, and out of which said sum of money so due and owing from the said plaintiffs to the said defendant as aforesaid, he the said defendant is ready and willing, and hereby offers to set off and allow to the said plaintiffs so much as will be sufficient to satisfy the damages by them sustained on occasion of the said supposed breach of the Covenant above complained of and prays judgment for the balance in accordance with the Statute in such cases made and provided.

And of this he puts himself upon the Country,

Goodhue & Harwell

Attys for Deft.

And the said Plaintiffs doth the like

Wm Bright Plffs. Atty.

Endorsed "Culver & Bright vs A. M. Johnson, Pleas.

Filed April 13th 1853 J. B. Smith Clerk

And afterwards to wit: at the said April Term of said Court to wit: on the 15th day of April A.D. 1853. in the records of the proceedings thereof is the following entry to wit:

Amos F Culver & Hiram Bright vs of &c

vs

Covenant

Abraham M Johnson

On motion and affidavit of the said defendant - It is ordered by the Court that this cause be continued at the costs of the said defendant to the next Term of this Court. It is further ordered by the Court that the said plaintiffs have and recover of the defendant their costs by them about their suit at the present term of this Court, in that behalf expended and that Execution be issued for the same.

And afterwards to wit: On the 15th day of September to wit:
at the September Term ^{A.D. 1853} of said Circuit Court in the records
of the proceedings thereof is the following order to wit:

Amos H Culver & Hiram Bright
for the use of Hiram Bright }
as } Covenant
Abraham M Johnson }

The death of Amos H Culver having
been suggested to the Court at the last term thereof by Hiram
Bright Esq. it is therefore ordered by the Court that this
suit proceed in the in the name of the said plaintiff
Hiram Bright for the use of Hiram Bright - which
Order is excepted to by Defendants Counsel,

And on the same day to wit: on the 15th day of September A.D.
1853 on the records of said Court appears the following to wit:

Hiram Bright for the use of
Hiram Bright }
as } Covenant
Abraham M Johnson }

And now at this day come the said parties
and their attorneys and upon issue joined thereupon came a jury
of twelve good and lawful men to wit: Thomas Eastgate
Zachariah Albright, Lotte Kingsbury, Frederick Baker, John
B Johnston, Walter S Bunge, Robert Foster, Fayette Goddard
William Lloyd, A A Babcock, Conrad Rayhorn, Celestia Marsh
who were severally duly elected tried and sworn, and after hearing
the evidence and arguments of counsel retire to consider of
their verdict - By agreement of parties it is ordered by the Court
that the jurors when they shall have agreed on their verdict
are to seal the same and present it to the Court tomorrow
morning,

And afterwards to wit: on the 16th day of September A.D. 1853
upon the records of said Court for said Term is the following entry
to wit:-

Hiram Bright for the use of Hiram Bright,
 vs
 Abraham M Johnson } Covenant

And now again at this day come the said parties and their Attorneys & the jury yesterday empaneled to try this cause also come, and present to the Court their sealed verdict as follows to wit: We the jury find the issue for the plaintiff and assess his damages at thirty three dollars. Whereupon the defendant moves the Court for a new trial of this cause and also in arrest of judgment.

And afterwards to wit: on the 24th day of September A.D. 1853 upon the records of said Court for said term there appears the following entry to wit:

Hiram Bright for the use of Hiram Bright,
 vs
 Abraham M Johnson } Covenant

And now at this day come the said defendant by his Attorney, and withdraws his motion for a new trial of this cause and the Court after hearing the arguments of counsel on the defendants motion for an arrest of judgment ordered that said motion be sustained. It is further ordered by the Court that a new trial of this cause be had, and it is also ordered that the said plaintiff have leave to amend his declaration herein - and that this cause be continued to the next term of this Court.

And afterwards to wit: on the 29th day of October A.D. 1853 the said Defendant appeared and filed in said Circuit Court his amended Declaration which said declaration is in the words & figures following to wit:

Stephenson County Cir. Court
 James H Culver & Hiram Bright
 for the use of Bright
 vs
 Abraham M Johnson } Leave having been obtained

by the Plaintiff to amend their declaration in this cause, the same is amended as follows to wit:

See Page 3

Strike out all after the words "plea of breach of covenant" in the introduction and insert the following that is to say, For that whereas heretofore writ on the 20th day of January A.D. 1851 at the said County by a certain article of agreement then and there made Sealed with the seal of the said Defendant, the said Plaintiff now being here into Court the date whereof is the same day and year aforesaid, the said defendant employed the said Plaintiff they then and there being Attorneys and Counsellors at Law, to prosecute for him and in his name, an action of Ejectment for the recovery of the undivided seven thirty seconds part of Lots, one, two three, four, five, six, seven, eight, nine and ten in in Block fifty six in the Town of Greysport and then & there in said article of agreement, covenanted and agreed to pay the said Plaintiff as a compensation for their services a contingent fee equal to one half of the value of said property or one half the property it self, at the Election of the said Plaintiff, provided they recovered the interest of the said defendant in and to the said lots or parcels of land, and in case they failed to recover the same they were to have nothing for their services, as by the said article of agreement reference being had thereto, will more fully and at large appear. By virtue and in consideration of the aforesaid covenant in the said article of agreement contained the said Plaintiff afterwards to wit: on the 8th day of September A.D. 1851 at the said County of Stephenson commenced and prosecuted as the attorneys of the said defendant actions of Ejectment in the Circuit Court of Stephenson County after having been put to great pains cost and trouble in searching for and ascertaining the title to said land against

John R Brewster, Frederick J Lichtenburger, Horace Tarbox,
John Coates, A Tarbox, John and Matthias Hettlinger,
Kyle Stephenson and Hollis Jewell, to recover the possession
of the said Land, they claiming said Land adversely to the
said defendant. And the said plaintiffs here aver that they
prosecuted said actions of Ejectment as aforesaid and filed decl-
arations against the persons above named, and were ready and willing
to prosecute said actions to final judgment and to a recovery
of the said lots or parcels of land, and do, and perform on their
part all and singular the obligations and duties they were to do,
and perform in and by said article of agreement. But the said
defendant afterwards to wit: on the thirteenth day of Decem-
ber A.D. 1857 - at the said County of Stephenson settled with
the said John R Brewster, Hollis Jewell, Frederick J
Lichtenburger, Horace Tarbox, John Coates, A Tarbox,
Kyles Stephenson and John & Matthias Hettlinger of
and concerning the title and interest of the said defendant
in and to the said lots or parcels of land, and the said defendant
then and there, in consideration of the said settlement dis-
continued said suits, and the said plaintiffs, by reason thereof
were then and there prevented from prosecuting said suits to
final judgment, and to a recovery of said Lots or parcels of
Land. And although the said plaintiffs, were then and
there ready and willing to do and perform on their part all
and singular the obligation and duties, required of them in
and by the said article of agreement, and were ready and willing
to prosecute said suits to final judgments and to a recovery
of the said lots or parcels of Land. Yet the said plaintiffs
in fact say that the said defendant has not kept and performed
on his part all the covenants in said article of agreement conta-
ined, and by him to be kept and performed; and has not paid to
the said plaintiffs said contingent fee equal to one half the
value of said property, although the said plaintiffs elected to
take the same of which the said Defendant had not and

has not paid the said plaintiffs one half of said property
to the damage of the ^{said} Plaintiffs of four hundred dollars
and therefore they bring suit &c;

Heiram Bright in
Propria Persona

Endorsed" Steph. Co Cir Court,

Amos H Culver & Hiram Bright vs Abraham M
Johnson, Amended Declaration

Filed October 29th 1853. Joseph B Smith Clerk

And afterwards to wit: On the 15th day of November AD 1853 at the
November Term of said Circuit Court, the said defendant appeared
by Goodhue his Attorney & filed in said Court a Demurrer to
said plaintiffs Declaration - the said demurrer is in the words
following to wit:

Stephenson County Cir Court

Amos H Culver & Hiram Bright

Nov. Term

A. D. 1853.

A. M. Johnson

And the said defendant by Farwell & Goodhue
comes and defends the wrong and injury when &c and says that
the said plaintiffs declaration is insufficient in law and that
and that the said defendant is not bound by the Law of the land
to answer the same and therefore prays Judgment & that Goodhue
and Farwell said plaintiffs prays Oyer of Defendants attorney
the said agreement mentioned in said declaration

J. H. Goodhue

Endorsed" Filed Nov. 15th 1853. J. B. Smith Clerk

And on the same day to wit: on the 15th day of November AD 1853
upon the records of said Court for said Term there appears the
following entry to wit:

Hiram Bright for the use of Hiram Bright
 as
 Abraham M Johnson. } Covenant

And now at this time come on to be heard the demurres of the said defendant to the said plaintiffs declaration, and the Court after hearing the arguments of counsel, order that said demurres be overruled, and on motion of the said defendant leave is granted him by the Court to withdraw his demurres and plead

And afterwards to wit: on the 16th day of November A.D. 1853 upon the records of said Court for said Term is the following entry to wit:

Hiram Bright on of &
 as
 Abraham M Johnson } Covenant

And now at this day come the said defendant by his Attornies and files his pleas to plaintiffs Declaration:

"The said pleas are in the words and figures following to wit:

State of Illinois
 Stephenson County } In the Circuit Court of Stephenson County
 of the November Term 1853.

Abraham M Johnson

as
 Amos H Culver & Hiram Bright
 for the use of Hiram Bright }

And the said Defendant by Goodhue & Farwell his Atty comes and defends the wrongs and injury when he says actis non because he says that the said plaintiffs did not render their joint services as Attorneys & Counsellors at Law as stipulated and set forth in the said Plaintiffs Declaration, and that the said plaintiffs did not keep and observe any part and every part of their said agreement with the said defendant upon which the said Covenant on the part of the said Defendant in the said plaintiffs declaration mentioned was based, and of this the said defendant puts himself upon the

Country -

Farwell & Goodhue

Defts. attys.

And the said Plff. doth the like

W. Bright Plffs atty.

Endorsed "Pleas" Filed Nov 16th 1853 Joseph B Smith Clerk

State of Illinois

Stephenson County

In the Circuit Court of the said
County, of the November Term AD 1853

Abraham M Johnson

ads

Amos H Culver & Hiram Bright
for the use of Hiram Bright

} Covenant

And the said Defendant by Farwell
& Goodhue his attorneys comes & defends the wrong and injuries
shown &c and says actio non, because he says that the said
plaintiffs, did not render their joint services as Attorneys and
Counsellors at Law as stipulated and set forth in the said plan-
tiffs declaration & that the said plaintiffs did not keep and obse-
rve any part of their said agreement with the said Defendant
upon which the said Covenant on the part of the said defen-
dant in the said plaintiffs declaration mentioned was
based. And of this the said defendant puts himself upon
the Country -

Goodhue & Farwell

Defts attys

And the said Plff doth the like

W. Bright Plffs atty.

And for a further plea in the behalf of the said defendant
by Goodhue & Farwell his Attorneys says, actio non because
he says that the said plaintiffs before and at the time of the
commencement of this suit were and still are indebted to
the said defendant in a large sum of money to wit: the
sum of two hundred dollars money had and received and
for promissory notes sold and delivered to wit: at the County
aforesaid, which said sum of money so due and owing

from the said plaintiffs to the said defendants exceeds the damages sustained by the said plaintiffs on account of the supposed breach of said covenant of the said defendant as above assigned, and out of which said sum of money so due and owing from the said plaintiffs to the said defendants as aforesaid, he the said defendant is ready and willing and hereby offers to set off & allow to the said plaintiffs so much as will be sufficient to satisfy the damages by them sustained on occasion of the said supposed breach of the covenant above complained of and prays judgment for the balance in accordance with the Statute in such cases made and provided - And of this he puts himself upon the country

Goodhue & Garwell

Attys for Defs.

And the said Plff doth the like

He Bright Plffs Atty.

Endorsed" Pleas" Filed Nov. 16th. 1853 J. B. Smith Clerk

And afterwards to wit: on the 18th day of November A.D. 1853, yet of the November term of said Circuit Court - the said defendant Attorney J. H. Goodhue filed in said Court his affidavit - said affidavit is in the words and figures following to wit:

State of Illinois } In the Stephenson County Circuit Court
Stephenson County } of the November Term A.D. 1853

Hiram Bright for the use of Hiram Bright,

Abraham M Johnson

State of Illinois

Stephenson County }

Thomas H Goodhue being duly sworn
deposes and says that he is one of the counsel
for the Deft. in the above entitled cause, that the said Deft. has a
good and substantial defence in the above entitled cause as this deponent
verily believes - This deponent further says that the said Deft.
about 3 weeks ago left this place on business and that this deponent
has received several letters from him, the first dated in Canada & the
last dated in Boston Massachusetts which this deponent received

on the 17th day of November instant in which said letter the said
Deft. states that he is sick in the City of Boston Massachusetts
and is unable to be present at this term of this ^{said} Court to give directions
to his Counsel in relation to the trial of said suit. This deponent
further says that the said Johnson has in his possession a certain
paper or receipt as this deponent is informed & believes which
will be important testimony on the trial of this cause. This
deponent further says that when the said Johnson left this
place he informed this deponent that he would return in about
ten days, and that he left his papers at Silver Creek in this County
with one Henry Dubert & also executed a power of Attorney to
Philip Fowler of said County authorizing him to transact all his business,
that search has been made by the said Henry Dubert among the
papers of said Johnson for the receipt and other papers necessary
to be offered in evidence in this cause & that the same cannot
be found as this deponent is informed by the said Dubert & verily
believes. And this deponent further says that he cannot safely
proceed to the trial of this cause without the presence of the said
Johnson or the papers above alluded to - And further this depo-
nent says not.

Subscribed & sworn to before
me this 18th day of November

AD 1853 - Joseph B Smith Clerk

T. H. Goodhue

Endorsed" Filed Nov. 18th 1853 Joseph B Smith Clerk

And on the same day to wit: on the 18th day of November AD
1853 - upon the records of said Court for said term appears the
following entry to wit:

Hiram Bright for the use of Hiram Bright

as
Abraham M Johnson

Covenant

And now at this day comes Thomas H
Goodhue defendants Attorney and moves the Court by affidavit
for a continuance of this cause - which said motion is overruled

by the Court. And now come the said parties and their attorneys
and the issue being joined, thereupon come a jury of twelve good
and lawful men to wit: ^{David Graham} John B. Johnson, F. L. Gatliff, Daniel Burrill
Ira B. Job, Stephen Seely, S. E. M. Carnafix, Jacob McAulry, Lewis
Gibler, John Kryder, Elin Hawes and George Patten, who were severally
duly elected tried and sworn, and after hearing some of the evidence
the Court adjourned to 8 1/2 O'Clock tomorrow morning.

And on the next succeeding day to wit: On the 19th day of November
A.D. 1853. upon the records of said Court for said Term is the following
entry to wit:

Hiram Bright for the use of Hiram Bright
vs
Abraham M. Johnson } Covenant

And now at this day come again the said
parties and their Attornies. and the Jury yesterday sworn and empaneled
to try this cause also come, and the trial of this cause is resumed
and the Jury after hearing all the evidence, and the arguments of Counsel
retire to consider of their Verdict. and after a short absence return
into Court and present their Verdict, which is as follows to wit:
We the Jury find the issue for the plaintiff and assess his Damages
to seventy nine dollars. whereupon the said defendant by Goodhue
his attorney moves the Court for a new trial of this cause & also in
arrest of judgment.

And on the same day to wit: On the 19th day of November A.D. 1853
upon the records of said Court for said Term is the following entry
to wit:

Hiram Bright for the use of Hiram Bright
vs
Abraham M. Johnson } Covenant

And now at this day come on to be heard
the motion of the said defendant by his attorney for a new trial of
this cause and also in arrest of judgment. and the Court after hearing
the arguments of Counsel and being fully advised upon the said

motions, overrules the said several motions, to which ruling of the Court the defendant by his Attorney excepts, and prays that this his exception may be allowed and made part of the record herein, which is done. And thereupon it is considered and adjudged by the Court that the said plaintiff have and recover of the said defendant the sum of seventy nine dollars so ascertained by the jury together with his costs by him about his suit in this behalf expended and that he have Execution for the same. And thereupon the said Defendant prays an Appeal to the Supreme Court, which Appeal is granted by the Court upon condition that the said defendant file an Appeal Bond within thirty days conditioned according to law in the sum of Two hundred and fifty dollars, with said defendant as principal and Henry Dubut as Security in said Bond.

And afterwards to wit: On the said 19th day of November A.D. 1853 the said Defendant by his attorneys filed in said Court his Bill of exceptions, which said Bill of exceptions is in the words and figure, following to wit:

State of Illinois —
Amos Hulver and
Hiram Bright for the use
of Hiram Bright
vs
Abraham M Johnson

In the Circuit Court of Stephenson
County - of the November
Term 1853 - Before Hon.
B. R. Sheldon presiding Judge
of said Court. Covenant

Be it remembered that previous to the trial of this cause an affidavit was filed for a continuance & the motion denied a copy of which affidavit is hereby made part of the record & that on the trial of this cause the plaintiffs in this suit to maintain the issues on their part which are as follows (see pages 3 to 17) in this Record, introduced Charles Clark as a witness, and after being

sworn, testified among other things that he knew the parties in this suit, that he knew the Plaintiffs as practicing attorneys and counsellors in partnership in the County of Stephenson. That they dissolved said partnership some time in the Spring of Eighteen hundred and fifty one at which time the said Culver left for California and has not since returned. Said witness was asked by Plaintiffs Attorney what conversation he had with said Culver previous to his leaving and after said dissolution in relation to the partnership accounts and the agreement upon which this suit is brought, which question was objected to by defendants Counsel & objection overruled by the Court, and the opinion of the Court excepted to by defendants Counsel & the exception allowed, whereupon the said witness answered that he had a conversation with the said Culver in the presence of said Bright in which the said Culver told him that he, said Culver, had transferred all the partnership ^{effects &} accounts to said Bright and that he could settle business with Bright. The Plaintiffs to further prove the issues on their part called George Purinton who after being sworn, testified that he knew the parties in the suit, that the said Culver left this place sometime in the Spring of Eighteen hundred and fifty one, and has not since returned, that some time in the fall after the September Term of said Court the said Johnson after he had settled the several Ejectment suits hereinafter named with the respective defendants in Ejectment employed witness to draw the Deeds to the respective parties & take their notes for the amounts they were to pay and that he made out some of the Deeds for the Lots in question & took notes, but whether the notes had been paid he was unable to state. He then stated that said Johnson told him that at the time he so employed him that the said Bright was to have one half of the moneys the several defendants agreed to pay by the settlements & he was so informed by both Johnson and Bright, which said statement was objected to on the ground that the Plaintiffs had declared on a written contract alone and could not prove a subsequent contract

between Johnson & Bright. Which objection was overruled by the Court and the testimony was allowed to go to the jury, and exception taken, which is hereby allowed by the Court, said witness then testified that notes were taken payable to said Johnson from some of the defendants but what amount he was unable to state, but that the whole amount to be paid by the settlement for Johnsons interest in the property in question, was between six and seven hundred dollars -

The plaintiff then offered to read in evidence several Quit Claim Deeds from defendant and wife to Horace Farbox and the other defendants in the Ejectment suits, which said Deeds were in the words and figures following, to wit;

"Know all men by these presents, that we Abraham M Johnson and Harriet M his wife of the County of Stephenson and State of Illinois in consideration of one hundred and sixty five dollars paid by Horace Farbox of the same place, the receipt whereof is hereby acknowledged, have remised, released, and forever quit-claimed, and do for themselves and their heirs, by these presents, remise, release, and for ever quit-claim unto the said Horace Farbox his heirs and assigns all their interest in and to Lots Numbered one and Ten 1 & 10, in Block Numbered Fifty six in the Town of Freeport in said County To have and to hold the above mentioned premises, with all the privileges and appurtenances thereunto belonging to him the said Horace Farbox his heirs and assigns forever. In witness whereof we the said Abraham M Johnson and Harriet M his wife have hereunto set their hands, and seals, this tenth day of December A.D. 1857.

Signed, sealed and delivered
in presence of

A. M. Johnson *Great Seal*
Harriet M Johnson *Great Seal*

State of Illinois

Stephenson County P. J. George Purinton County Judge of said County, do certify that Abraham M Johnson whose signature appears to the foregoing deed, and who is personally known to me to be the real person who subscribed and executed the same, did ack=

knowledge the same to be his free act and deed, for the uses and purposes therein mentioned, and the said Harriet M Johnson personally known to me to be the wife of the said Abraham M Johnson and as the person who subscribed said Deed, as such having been by me made acquainted with the contents and meaning of said instrument, separate and apart from her husband acknowledged that she had executed the same and relinquished her dower to the lands and tenements therein mentioned voluntarily and freely without compulsion of her husband.

Given under my hand & seal this tenth day of December 1857—

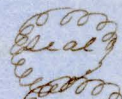
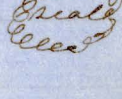
George Purinton 
County Judge

Said Deed has the following endorsement to wit:

State of Illinois

Stephenson County } Office of the Clerk of the Circuit Court,
Recorded December 20th 1857 at 4 O'clock P.M. in Liber II of Deeds
Page 398. John A. Clark, Clk Jan L. W. Guiteau Depy.

Know all men by these presents, that we, Abraham M Johnson and Harriet M his wife of the County of Stephenson and State of Illinois, in consideration of Forty three & 75/100 dollars paid by Archibald Farbox of the same place, the receipt whereof is hereby acknowledged, have remised, released, and forever quit-claimed, and do for themselves and their heirs, by these presents, remise, release, and for ever quit claim unto the said Archibald Farbox his heirs and assigns, seven thirty second 732 part of Lot Eight 8, in Block fifty six (56), in the Town of Freeport in said County. To have and to hold the above mentioned premises, with all the privileges and appurtenances thereunto belonging, to him the said Archibald Farbox his heirs and assigns forever, in witness whereof, we the said Abraham M Johnson & Harriet M Johnson have herunto set our hands, and seals, this twentieth day of December A.D. 1857—
Signed, sealed and delivered.
in presence of

A. M. Johnson 
Harriet M Johnson 

State of Illinois
Stephenson County } I, George Purinton County Judge of
said County, do certify that Abraham M Johnson whose signature
appears to the foregoing Deed, and who is personally known to me
to be the real person who subscribed and executed the same,
did acknowledge the same to be his free act and deed for the use
and purposes therein mentioned. And the said Harriet M
Johnson personally known to me to be the wife of the said Abraham
M Johnson, and as the person who subscribed said Deed as such
having been by me made acquainted with the contents and
meaning of said instrument of writing, separate and apart
from her husband, acknowledged that she had executed the same
and relinquished her dower to the lands and tenements therein
mentioned voluntarily, freely, and without compulsion
of her husband.

Given under my hand and private seal this 20th day of December
A.D. 1851-

George Purinton ^{Seal}
County Judge

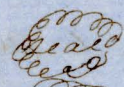
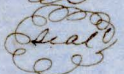
Said Deed has the following endorsement to wit

State of Illinois
Stephenson County } Office of the Clerk of the Circuit Court.
Recorded December 27th AD 1851 at 3 1/2 O'clock P.M. in Liber
II, Page 408 & 9 of Deeds
John A Clark Clerk.
per L. W. Guiteau Depy.

Know all men by these presents, that we Abraham M Johnson
and Harriet M his wife of the County of Stephenson and
State of Illinois, in consideration of one hundred and sixty four
dollars paid by John K Brewster of the same place the receipt
whereof is hereby acknowledged, have remised, released, and forever
quit-claimed, and do for themselves and their heirs, by these presents
remit, release, and forever quit claim unto the said John
K Brewster his heirs and assigns, seven thirty second parts of
Lots Numbered five and six (5 & 6), in Block numbered fifty-

lot 4, 56, in the Town of Freeport in said County, To have and to hold
the above mentioned premises, with all the privileges and appurtenances
thereunto belonging, to him the said John K Brewster his heirs and
assigns forever. In witness whereof we the said Abraham M Johnson
and Harriet M Johnson have hereunto set our hands, and seals, this
Twentieth day of December A.D. 1851,

Signed, sealed and delivered
in presence of George Purinton }

A M. Johnson 
Harriet M Johnson 

State of Illinois

Stephenson County } I, George Purinton County Judge of said County,
do certify that Abraham M Johnson whose signature appears to the foregoing
deed, and who is personally known to me to be the real person who sub-
scribed and executed the same, did acknowledge the same to be his free
act and deed for the uses and purposes therein mentioned, and the said
Harriet M Johnson personally known to me to be the wife of the said
Abraham M Johnson and as the person who subscribed said Deed, as
such, having been by me made acquainted with the contents and
meaning of said instrument of writing, separate and apart from
her said husband, acknowledged that she had executed the same
and relinquished her dower to the lands and tenements therein men-
tioned voluntarily freely and without compulsion of her
husband. Given under my hand and private seal this
20th day of December A.D. 1851— George Purinton 
County Judge

said Deed has the following endorsement to wit:

State of Illinois

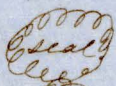
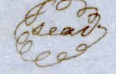
Stephenson County } Office of the Clerk of Circuit Court
Recorded Decr 29th A.D. 1851. at 3 O'Clock P.M. in Lib. II
of Deeds, Pages 413, John A. Clark Clerk

Know all men by these presents that we Abraham M Johnson and
Harriet M Johnson of the County of Stephenson and State of Illinois
in consideration of one hundred and nine & ⁶²/₁₀₀ Dollars paid by Mathias

Hettinger and John M Hettinger of the same place, the receipt whereof is hereby acknowledged, have remise, released and forever quit-claimed and do for themselves and their heirs by these presents, remise, release and forever Quit-claim unto the said Matthias Hettinger and John M. Hettinger their heirs and assigns, all their interest in and to the following described piece or pieces of land to wit: Seven thirty second parts of Lots number four and seven (4 & 7), in Block number fifty-six in the Town of Troupport in said County reference to the recorded plat of said Town for a more particular description may be had - To have and to hold the above mentioned premises with all the privileges and appurtenances therunto belonging to them the said Matthias M Hettinger and John M Hettinger their heirs and assigns forever.

In witness whereof we the said Abraham M Johnson and Harriet M Johnson have hereunto set their hands, and seals, this thirtieth, 30, day of March A.D. 1852

signed, sealed and delivered  in presence of

Abraham M. Johnson 
Harriet M Johnson 

State of Illinois
Stephenson County B. J. Erasmus Torrey Justice of the peace of said County, do certify that Abraham M Johnson whose signature appears to the foregoing deed, and who is personally known to me to be the real person who subscribed and executed the same, did acknowledge the same to be his free act and deed, for the uses and purposes therein mentioned, and the said Harriet M Johnson known to me as the wife of the said Abraham M Johnson who being by me examined separate and apart from her said husband, and the contents being explained, acknowledged she executed the same freely without compulsion of her said husband and relinquishing her right to dower in the same - Given under my hand and seal at Silver Creek this 30th day of March 1852.

E. Torrey  Justice of Peace
Recorded April 15th 1852 at 10 O'clock A.M. John A. Clark clerk
per L. W. Guitman Deputy

Conveying all the lots in the agreement mentioned, except Lots two & three, which the counsel for the defendant excepted, which said exception the Court overruled, and allowed the same to be read and they were then read in evidence to which ruling of the Court, the defendant by his counsel excepts & said exception is allowed. The plaintiffs counsel offered in the closing argument to read the consideration expressed in said deeds in question to prove the amount of money received by defendant for the sale of the property in question & also the value of the property to which the defendants Counsel Excepted which exception was overruled by the Court and the same was read to the jury, to which ruling of the Court the Counsel for the Defendant excepted and same is allowed. The defendant then called John Coates, to sustain the issues on his part who after being sworn testified that he knew the plaintiffs Culver & Bright as Attorneys & Counsellors at Law as partners - that he was one of the defendants in an Ejectment suit commenced by said Johnson against him that the same was settled but that he never paid anything to Johnson, but gave his note for \$43. to Peninton & received his Deed from Johnson, That Culver one of the Plaintiffs on this suit left this County for California in the Spring of Eighteen hundred and fifty one, and has not since returned. The Defendant then called James Rock who after being sworn, testified that he knew the parties in this suit that he is a Brother in law of the said Culver, that said Culver in May Eighteen hundred & fifty one left the County of Stephenson for California with his family and has not since returned and is now dead. That he knows that the said Culver & Bright were partners as attorneys in the winter & Spring of Eighteen hundred & fifty one, and that the said Johnson, Executed a quit Claim Deed to one William Waters a friend of said Culver of all his interest in said Block number fifty six and that the same was left with the plaintiffs in this suit. The defendant then offered and read in evidence the said Deed from Johnson and wife to the said Waters which was read in evidence to the jury, said Deed

is in the words and figures as following to wit:

This Indenture, made this twenty-first day of January in the year of our Lord one thousand Eight hundred and fifty one, between Abraham M Johnson and Harriet M his wife of the County of Stephenson and State of Illinois of the first part, and William Watters, of the County of Jo Daviess and State of Illinois of the second part; Witnesseth, that the said parties of the first part for and in consideration of Five hundred dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged, therefrom. Have, remised, released, sold, conveyed, and confirmed Unto claimed, and by then presents does remise, release, sell, convey and quit claim unto the said party of the second part, his heirs and assigns forever, all the right title ^{interest} claim and demand which the said parties of the first part have in and to the following described Lot piece or parcel of Land to wit: Situated lying and being in The Town of Freeport in the County of Stephenson and State of Illinois, and known and designated as the undivided one half of Seven thirty second parts of Block number Fifty Six (56) - For a more full description of which reference had to the recorded plat of said Town -

To have and to hold the same, together with all singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right, title interest and claim whatever of the said parties of the first part, Either in Law or equity to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever.

In Witness whereof the said parties of the first part have hereunto set their hands, and seals the day and year first above written, signed sealed & delivered
in presence of William Bright & Julius Smith }
A M Johnson
Harriet M Johnson

Great
Seal
Great
Seal

State of Illinois
Stephenson County } I, Julius Smith a Justice of the peace in and
for said County in the State aforesaid, do hereby Certify, that A. M.
Johnson personally known to me to be the same person whose name
is subscribed to the foregoing instrument of writing, appeared
before me this day in person and acknowledged that he signed
sealed, and delivered said instrument of writing as his free and
voluntary act for the uses and purposes therein set forth. And
the said Harriet M. Johnson wife of the said A. M. Johnson
having been by me examined separate and apart and out of
hearing of her said husband, and the contents and meaning of
the said instrument of writing having been by me made
known to her, she acknowledged that she had freely and volun-
tarily executed the same, and relinquished her dower to the
Lands and tenements therein mentioned, without fear or com-
pulsion of her said husband. and that she does not wish to
retract the same -

Given under my hand and seal this first day of February A. D. 1851

Julius Smith J. P. *Seal*

Recorded October 21st 1852 at 11 O'Clock A. M.

John A. Clark Clerk

per L. W. Guiteau Deputy

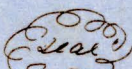
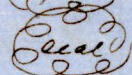
Defendants then offered and read in evidence a Deed from said
Watters & wife to said Hiram Bright. as follows to-wit:

"This Indenture made this Twenty first day of October in
the year of our Lord one thousand Eight hundred and fifty
two between William Watters and Lucinda Watters his wife
of the County of Jo Daviess in the State of Illinois of the first part.
Hiram Bright of the County of Stephenson and State of Illinois
of the second part: Witnesseth that the said parties of the first part
for and in consideration of six hundred and fifty dollars, to
them in hand paid by the said parties of second part, the receipt

whereof is hereby acknowledged. And the said party of the second part, for ever released and discharged therefrom, have remised released, sold, conveyed and quit claimed, and by these presents does remise release sell convey and quit claim unto the said party of the second part, his heirs and assigns forever, all the right, title interest claim and demand, which the said party of the first part has in and to following described Lot piece or parcel of Land to wit: situate lying and being in the Town of Freeport in the County of Stephenson and State of Illinois and known and described designated as the undivided one half of seven thirty second parts of Block number fifty six (56). For a more full description of which reference may be had to the recorded plat of said Town. To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining; and all the estate, right, title, interest and claim whatever, of the said party of the first part, either in Law or equity, to the only proper use benefit and behoof of the said party of the second part, his heirs and assigns forever.

In Witness whereof the said party of the first part has hereunto, ^{sub} his hands and seals, the day and year first above written.

Signed sealed and delivered
in presence of
Julius Smith

William Waters 
Lucinda Waters 

State of Illinois
Stephenson County } I, Julius Smith a Justice of the peace
in and for said County in the State aforesaid, do hereby certify
that William Waters & Lucinda Waters personally known
to me as the same persons whose names are subscribed
to the foregoing instrument of writing, appeared before

me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing; as their free and voluntary act for the uses and purposes therein set forth.

And the said Lucinda Waters wife of the said William Waters, having been by me examined separate and apart, and out of hearing of her said husband, and the contents and meaning of the said instrument of writing having been by me made known to her, she acknowledged that she had freely and voluntarily executed the same, and relinquished her dower to the Lands and Tenements therein mentioned, without fear or compulsion of her said husband, and that she does not wish to retract the same.

Given under my hand and seal this Twenty first day of October A.D. 1852.

Julius Smith J. P. *(Seal)*

Recorded October 31st 1852 at 11 O'Clock A.M.

John A. Clark Clerk

per S. W. Guitman depy

Defendant then called J. Wilson Shaffer who after being sworn testified that he was present when John R. Brewster one of the defendants in one of the ejectment suits in question paid the said Hiram Bright the sum of about one hundred and forty five dollars it being the greater portion which he agreed to pay in settlement of the suit brought against him for a portion of the Land in question, that the whole amount which the said Brewster was to pay was \$160 odd dollars, that a Book account of Brewster against Johnson was deducted from it & Bright received the balance, this was some time in Eighteen hundred and fifty two, the testimony then closed, and the defendant after arguments of counsel asked the Court to charge the jury as follows. The defendants counsel ask the Court to charge the jury as follows to wit: that unless the plaintiff prove that

they rendered their joint professional services in manner and form as stipulated in the agreement declared upon and were not prevented from doing so. by said defendant they must find for the defendant -

2^d. If the jury shall believe from the evidence that the plaintiff Culver abandoned the business of the said defendant before the completion of the same without the consent of the said defendant they shall find for the defendant

3^d. That if the jury shall believe from the evidence that the plaintiffs or either of them abandoned the business of the defendant before the completion of the same agreeable to the stipulations of the writing declared upon, the plaintiffs cannot recover on a subsequent promise on the part of the defendant to pay Plff. Bright, all of which were given.

The Plaintiff also asks the following instructions. If the jury find from the testimony that Bright & Culver were employed by the defendant to prosecute the suits as partners, and that Culver one of the plaintiffs ceased to act and cooperate with Bright in the prosecution of the suits, Bright as the partner was responsible for the prosecution of the suits as contracted for with Johnson, which were also given. After due deliberation the jury returned with a written verdict as follows. "We the jury find for Plff. and assess the damages. Seventy nine dollars" after which and upon the rendition of said verdict the jury at request of defendant the jury were polled and the verdict confirmed. whereupon the counsel for defendant moved for a new trial and in arrest of judgment, on which motion the following points were filed -

In Circuit Court Stephenson County Nov. Term 1853
Amos H. Culver & Hiram Bright
for the use of Hiram Bright } Covenant
" } Mo. in arrest & for a
Abraham M. Johnson } new trial
Defendant asks for a new trial

1st The Verdict is against the law and evidence and especially against the instructions of the Court.

2^d The plaintiffs did not show by any evidence in the case, that the plaintiffs performed their part of the covenants ^{or agreement} upon which this suit was brought, nor did they show that the defendant had by any act of his deprived them from so doing, but on the contrary the said plaintiffs shewed by their own witnesses that they had failed to perform their part of the contract sued upon.

On motion in arrest

1st The Declaration purports to be brought in the 14th Judicial District of the State of Illinois

2^d The declaration charges only one suit to have been commenced,

3^d The declaration is otherwise defective and insufficient,

4th The Verdict is defective and informal

Harwell & Goodhue Defts Attys

"That the Court erred in not ruling out that part of the testimony of George Purinton that tended to show a subsequent promise to pay to Plff Bright,

"That the Court erred in allowing the Plff to shew by Deeds from defendant to other persons of the land in question, the amount expressed in said Deeds as consideration money paid to Deft. it being calculated to mislead the Jury,

Goodhue & Harwell
endorsed" Filed Nov. 19th 1853 Joseph B Smith clerk)

Which ^{said} Last two motions were overruled by the Court, and the opinion of the Court excepted to by defendants Counsel and the same exceptions are allowed, —

The plaintiff introduced in evidence to show the services of Culver & Bright the declaration, & papers in the several Ejectment suits instituted in favor of Johnson for the recovery of the lots mentioned in the agreement; the records of the Court pertaining thereto, & also the orders of dismissal of the suits, which were as follows to wit:—

State of Illinois } Stephenson County Circuit, ^{County} in the Sixth
 Stephenson County } Judicial Circuit of the State of
 Illinois } Mich, Term A.D. 1857.

Abraham M Johnson

John R Brewster

Abraham M Johnson Plaintiff
 in this cause by Culver and Bright his Attorneys. Com-
 plains of John R Brewster Defendant in this suit being
 in Autodry &c.

For that whereas the said Plaintiff on the
 first day of January in the year of our Lord one thousand
 Eight hundred and Forty seven at the County aforesaid
 was possessed as the owner in fee of the equal and the
 undivided Seven thirty second, $\frac{7}{32}$, parts of certain tr-
 acts pieces parcels or Lots of Land with the appurten-
 ances situate lying and being in the Town of Freeport
 County of Stephenson and State of Illinois, and
 known and described as follows to wit:— The undivided
 Seven thirty seconds part of Block Number Fifty Six
 in the said Town of Freeport as the same now reman-
 ins of record in the recorder's office of the said County
 of Stephenson together with all and singular the Ten-
 ements, Hereditaments and appurtenances therunto
 belonging, and he the said Plaintiff being so posse-
 ssed, thereof the said defendant afterwards to wit:
 on the second day of January in the year of our
 Lord one thousand Eight hundred and forty seven
 at the County aforesaid entered into onto the said,
 premises and ejected the said Plaintiff therefrom, and
 that the said defendant still unlawfully withhold
 from the said Plaintiff the possession thereof to the
 Damages of the said Plaintiff of five hundred dollars
 wherefore he brings his suit &c.

by Culver & Bright his Atty's.

To the above named Defendants

Sir,

You will please take notice that a declaration of which the above and foregoing is a true copy and to which copy this notice is subjoined will be filed in the office of the Clerk of the ^{Stephenson County} Circuit Court in the State of Illinois on the 24th day of March A.D. 1857 which will be the first day of the March term of said Court or as soon thereafter as counsel can be heard. That upon filing the same a rule will be entered requiring you to appear and plead to the said declaration within twenty days after the entry of said rule and if you neglect to appear and plead, a judgment by default will be entered against you, and the said plaintiff will recover possession of the premises specified in said Declaration - Dated at Keokuk this 15th day of February A.D. 1857

Culver & Bright

Attys for Plff

To John R Brewster
State of Illinois

Stephenson County } I, Henry Smith being first duly sworn according to Law doth depose and say, that I served a true copy of the above and foregoing notice & declaration upon John R Brewster the ~~15th~~ 17th day of February A.D. 1857 by handing it to him in person.

Sworn to and subscribed before me the 12 day of April A.D. 1857

H. Smith Const.

Escd

Henry Bright

Notary Public

Endorsed "Narr" Filed Sept. 8th, 1857, John A Clark - Clerk

^{County} Stephenson Circuit Court

John R Brewster

vs

Abraham M Johnson

} Ejectment

and the said John R Brewster, defendant

in this suit by Robertson, Holland & Wright, his Attorneys, comes and defends the force and injury, when &c, and says that he is not guilty of unlawfully withholding the premises claimed by the said Abraham M Johnson Plaintiff as alleged in the declaration of the said Plaintiff and of this he puts the defendant, puts himself upon the Country &c.

Robertson Holland Wright &c
Deft Attys

Endorsed "Plea" Filed Sept 25, 1857

John A Clark Clerk

Stephenson County Circuit Court in the 6th
Judicial Circuit of the State of Illinois of
March Term A.D. 1857-

Abraham M Johnson

vs
Horace Jarboe

} Stephenson County to wit:
Abraham M Johnson

Plaintiff in this cause by Culver and Bright his attorneys complains of Horace Jarboe Defendant in this suit being in custody &c.

For that whereas the said Plaintiff on the first day of January in the year of our Lord one thousand Eight hundred and forty seven at the County aforesaid was possessed as the owner in fee of the equal ^{and} undivided seven thirty seconds $\frac{7}{32}$, parts of certain tracts, pieces parcels or lots of Land with the appurtenances, situate lying and being in the Town of Freeport County of Stephenson State of Illinois and known and described as follows to wit: The undivided seven thirty seconds part of Lot Block No. fifty-six in the said Town of Freeport as the same now remains of Record in ^{the records} office of the said County of Stephenson together with all and singular the tenements hereditaments and appurtenances therunto belonging and he the said Plaintiff being so possessed thereof the said defendant afterwards to wit on the second day of January in the year of our

Lord one thousand Eight hundred and forty-seven at the County
aforesaid entered into the said premises and ejected the said plaintiff
therefrom, and that the said defendant, state unlawfully withholds
from the said plaintiffs the premises thereof to the damage of the said
plaintiff of five hundred dollars, wherefore he brings his suit &c
by Culver & Bright
his Attornies

To the above named Defendant

Sir:

You will please take notice
that a Declaration of which the above and foregoing is a true
copy and to which copy this notice is subjoined will be filed in
the office of the Clerk of the Stephenson County Circuit Court in the
State of Illinois on the 24th day of March A.D. 1851 - which will be
the first day of the March Term of said Court or as soon thereafter
as counsel can be heard - That upon filing the same a rule will
be entered requiring you to appear and plead to the said declaration
within twenty days after the entry of said Rule, and if you neglect
so to appear and plead a Judgment by default will be entered against
you and the said plaintiff will recover possession of the premises specified
in said declaration.

Dated at Freeport this 15th day of February A.D. 1851 -

Culver & Bright Atty for Plff

To Horace Tarbox Esqr -

State of Illinois
Stephenson County } I, Henry Smith being first duly sworn
according to law, doth depose and say - that I served a true copy of the
foregoing declaration and notice upon Horace Tarbox the 17th day
of February A.D. 1851 - by handing it to him in person -
Sworn to and subscribed before me } H. Smith Court
this 12th day of April A.D. 1851



William Bright
Notary Public

Endorsed" Filed Sept. 8th 1851 John A. Clark Clerk

Stephenson County Circuit Court

Horace Tarbox
 vs
 Abraham M Johnson } Ejectment

And the said Horace Tarbox, defendant in this suit, by Robertson, Holland, and Wright his Attorneys come and defends the force and injury when &c and says that he is not guilty of unlawfully withholding the premises claimed by the said Abraham M Johnson Plaintiff, as alleged in the declaration of the said Plaintiff, and of this he puts himself upon the country &c

Robertson, Holland & Wright et al
 Deft. Attys

Endorsed" Filed Sept. 25th 1851

John A Clark Clerk

State of Illinois } In the Circuit Court of Stephenson
 Stephenson County } County of the 6th Judicial Circuit
 in the State of Illinois of March
 Term 1851-

3 Abraham M Johnson
 vs
 Archibald Tarbox }

Abraham M Johnson. Plaintiff in this cause by Culver and Bright his Attorneys complains of Archibald Tarbox Defendant in this suit, being in custody &c. For that whereas the said Plaintiff on the first day of January in the year of our Lord one thousand Eight hundred and forty seven at the County aforesaid was possessed as the owner in fee of the equal and the undivided seven thirty seconds ($\frac{7}{32}$) part of certain Tracts, pieces, parcels or lots of land with the appurtenances situate lying and being in the Town of Freeport, County of Stephenson

and State of Illinois and known and described as follows to wit:
The undivided seven thirty second part of Block number
Fifty six in the said Town of Freeport as the same now remains
on record in the Recorder's office of the said County of Stephenson
Togeth with all and singular the Tenements hereditaments
and appurtenances thereunto belonging, and he the said plaintiff
being so possessed, thereof the said Defendant afterwards to wit:
on the second day of January in the year of our Lord one th-
ousand Eight hundred and forty seven at the County aforesaid
entered into the said premises and Ejected the said Plaintiff
therefrom and that the said defendant still unlawfully with-
holds from the said plaintiff the possession thereof to the dam-
age of the said plaintiff of five hundred dollars, wherefore
he brings his suit &c.

beg

Culver & Bright
his Attornies

To the above named Defendant,

Sir:

You will please
take notice that a declaration of which the above and
foregoing is a true copy, and to which copy this notice is
subjoined will be filed in the office of the Clerk of the Steph-
enson County Circuit Court in the State of Illinois on the
24th day of March A.D. 1851 - which will be the first day of the
March Term of said Court or as soon thereafter as Counsel
can be heard, That upon filing the same a rule will be
entered requiring you to appear and plead to the said de-
claration within twenty days after the entering of said rule
and if you neglect so to appear and plead a judgment by
default will be entered against you, and the said plaintiff
will recover possession of the premises specified in the said
Declaration.

Dated at Freeport this 18th day of February A.D. 1851 -

To Archibald Tarboz,

Culver & Bright Attys
for Plff

State of Illinois
Stephenson County } I Henry Smith being first duly
sworn according to law doth depose
and say that I served a copy of the foregoing declaration &
notice upon Archibald Tarbox this 18th day of February
A.D. 1851 by handing it to him in person
Sworn to and subscribed before } H. Smith Court
me this 12th day of April A.D. }
1851. Hiram Bright }
Notary Public }
Endorsed "Narr" Filed Sept. 8th 1851, John A. Clark Clerk

Archibald Tarbox
vs
Abraham M. Johnson } Stephenson County Cir. Court
Ejectment

And the said Archibald Tarbox
Defendant in this suit by Robertson Holland & Wight, his
attornies comes and defends the force and injury when &c
and says that he is not guilty of unlawfully withholding
the premises claimed by the said Abraham M. Johnson,
Plaintiff, as alleged in the declaration of the said Plaintiff
and of this he, the defendant puts himself upon the
Country &c

Robertson, Holland, Wight et al
Defendants Attys
Endorsed "Plea" Filed Sept. 25th 1851 John A. Clark Clerk

4 State of Illinois } In the Circuit Court of Stephenson
Stephenson County } County of the 6th Judicial Circuit
in the State of Illinois.
Abraham M. Johnson } March Term A.D. 1851
vs }
Kyle Stephenson } Abraham M. Johnson Plain-
tiff in this cause by Culver and Bright his Attornies

Complains of Kyle Stephenson defendant in this suit
being in custody &c.

For that whereas the said plaintiff on
the first day of January in the year of our Lord one thousand
Eight hundred and forty seven at the County aforesaid was
possessed as the owner in fee of the Equal and the undivided
seven thirty seconds, $\frac{7}{32}$, parts of certain tracts pieces, parcels
or lots of Land with the appurtenances situate lying and being
in the town of Freeport County of Stephenson and State of
Illinois and known and described as follows to wit: The
undivided seven thirty second parts of Block Number fifty-
six in the said Town of Freeport, as the same now remains
of Record in the Recorders office of the said County of Steph-
enson, together with all and singular the tenements, her-
editaments and appurtenances thereunto belonging, and
he the said plaintiff being ^{so} possessed thereof, the said defendant
afterwards to wit: on the second day of January in the year
of our Lord one thousand Eight hundred and forty seven
at the County aforesaid entered into the said premises, and
Ejected the said plaintiff therefrom and that the said defen-
dant still unlawfully withholds from the said plaintiff
the possession thereof to the damage of the said plaintiff
of five hundred dollars, wherefore he brings his suit &c.

by Culver & Bright his Attys

To the above named Defendant

Sir,

You will please take
notice that a Declaration of which the above and foregoing
is a true copy, and to which copy this notice is subjoined
will be filed in the office of the Clerk of the Stephenson
County Circuit Court in the State of Illinois on the 24th
day of March A.D. 1851 which will be the first day of the March
Term of said Court or as soon thereafter as counsel can be

heard. That upon filing the same a rule will be entered, requiring you to appear and plead to the said Declaration, within twenty days after the entry of said Rule, and if you neglect so to appear and plead, a judgment by default will be entered against you and the said plaintiff will recover possession of the premises specified in said Declaration.

Dated at Snyport this 18th day of February A.D. 1851.

Culver & Bright

To Kyle Stephenson,

Atty for Plff

State of Illinois

Stephenson County

I, Henry Smith being first duly sworn according to law doth depose and say that I served a true copy of the foregoing Declaration & notice on Kyle Stephenson this 19th day of February A.D. 1851 by leaving it at his place of residence sworn and subscribed to before me this 12th day of April A.D. 1851 - Hiram Bright

Edw Notary Public

H. Smith Court

Endowed "Narr" Filed Sept 8th 1851 - John A. Clark Clerk

Kyle Stephenson

ads

Abraham M. Johnson

Stephenson County Circuit Court
Ejectment

And the said Kyle Stephenson defendant in this suit by Robertson, Holland & Wright his attorneys, comes and defends the force and injury when &c, and says that he is not guilty of unlawfully withholding the premises claimed by the said Abraham M. Johnson plaintiff, as alleged in the declaration of the said plaintiff and of this he the defendant puts himself upon the Country &c
Robertson, Holland & Wright Deft Atty

Endorsed "Plea" Filed Sept. 25th 1851 John A. Clark Clerk

5 State of Illinois } In the Circuit Court of Stephenson
Stephenson County } County of the 6th Judicial Circuit in the
State of Illinois of March Term AD 1851

Abraham M. Johnson

"
Hollis Jewell

} Abraham M. Johnson Plaintiff
in this cause by Culver & Bright his
Attorneys, complains of Hollis Jewell
Defendant in this suit being in custody &c.

For that whereas the said Plaintiff on the first day of January in the year of our Lord one thousand Eight hundred and forty seven at the County aforesaid was possessed as the owner in fee of the equal and the undivided seven thirty seconds ($\frac{7}{32}$) parts of certain Tracts, pieces, parcels or lots of Land with the appurtenances, situated lying and being in the Town of Freeport County of Stephenson and State of Illinois and known and described as follows to wit: The undivided seven thirty second part of Block Number Fifty six in the said Town of Freeport, as the same now remains on Record in the Records Office of the said County of Stephenson together with all and singular the Tenements Hereditaments and appurtenances thereunto belonging and he the said Plaintiff being so possessed thereof the said Defendant afterwards to wit: on the second day of January in the year of our Lord one thousand Eight hundred and forty seven at the County aforesaid entered into the said premises, and Ejected the said Plaintiff therefrom and that the said defendant still unlawfully with-holds from the the said Plaintiff the possession thereof to the damage of the said Plaintiff of five hundred dollars wherefore he brings his suit &c.

by

Culver and Bright
his Atty

To the above named defendant,
Sir,

You will please
take notice that a Declaration of which the above and
foregoing is a true copy and to which copy this notice
is subjoined will be filed in the office of the Clerk of the
Stephenson County Circuit Court in the State of
Illinois ^{A.D. 1851 which will be the first day of the March Term of said Court} on the 24th day of March
or as soon thereafter as counsel can be heard. That
upon filing the same a Rule will be entered requiring
you to appear and plead to the said declaration within
twenty days after the entry of said Rule and if you
neglect so to appear and plead, a judgment by default
will be entered against you and the said plaintiff will
recover possession of the premises specified in said
Declaration - Dated at Freeport this 15th day of February
A.D. 1851

Culver & Bright
Atty for Plff

To Hollis Jewell

State of Illinois } I, Henry Smith being first duly
Stephenson County } sworn according to law, doth
depose and say that I served a true copy of the fore-
going notice and Declaration upon Hollis Jewell
the 17th day of February A.D. 1851, by handing it to
him in person -

Sworn to and Subscribed before me this 12th day of April A.D.
1851 - Henry Bright
 Notary Public } H. Smith Const.

Endorsed "Navi" Filed Sept. 8th 1851 -

John A. Clark Clerk

Hollis Jewell
vs
Abraham M Johnson

Stephenson County Circuit Court
Ejectment

And the said Hollis Jewell defendant in this suit by Robertson, Holland & Wight his Attorneys, comes and defends the force and injury when &c. and says that he is not guilty of unlawfully withholding the premises claimed by the said Abraham M Johnson Plaintiff, as alleged in the declaration of the said Plaintiff and of this he puts himself upon the Country &c.

Robertson, Holland & Wight et al
Defts Attys.

Endowed" Pla" Filed Sept. 25. 1851

John A Clark Clerk

State of Illinois
Stephenson County

In the Circuit Court of said County of the 6th Judicial Circuit of the State of Illinois of March Term A.D. 1851.

Abraham M Johnson

vs
Frederick J Lichtenberger

Abraham M Johnson Plaintiff in this cause by Culver and Bright his Attornies complains of Frederick J Lichtenberger Defendant in this suit being in Custody &c. For that whereas the said Plaintiff on the first day of January in the year of our Lord one thousand Eight hundred and forty seven at the County aforesaid was possessed as the owner in fee of the equal and the undivided seven thirty second parts of certain tracts pieces, parcels or Lots of land with the appurtenances thereto belonging and he the said Plaintiff situated lying and being in the Town of Freeport, County of Stephenson and State of —

Illinois and known and described as follows to wit:
The undivided seven thirty second parts of Block Number fifty six in the said Town of Freeport as the same now remains on record in the Records office of the said County of Stephenson together with all and singular the tenements hereditaments, and appurtenances thereunto belonging, and the said plaintiff being so possessed thereof the said Defendant afterwards to wit: on the second day of January in the year of our Lord one thousand Eight hundred and forty-seven at the County aforesaid entered into the said premises and Ejected the said Plaintiff therefrom and that the said defendant still unlawfully withholds from the said plaintiff the possession thereof, to the damage of the said Plaintiff of five hundred dollars, wherefore he brings his suit &c.

by Culver & Bright
his Attorneys

To the above named Defendant

Sir,

You will please take notice that a Declaration of which the above and foregoing is a true copy and to which copy this notice is subjoined will be filed in the office of the Clerk of the Stephenson County Circuit Court in the State of Illinois on the 24th day of March A.D. 1851- which will be the first day of the March term of said Court or as soon thereafter as counsel can be heard, that upon filing the same a rule will be entered requiring you to appear and plead to the said Declaration within twenty days after the entry of said Rule, and if you neglect so to appear and plead, a judgment by default will be entered against you, and the said plaintiff will recover possession of the premises specified in said Declaration.

Dated at Freeport this 15th day of February A.D. 1851

Culver & Bright

Atty for Plff

To Frederick J Lichtenberger

State of Illinois

Stephenson County } J. Henry Smith being first duly
sworn according to law doth depose and say that I served a
true copy of the foregoing Declaration and notice upon Freder-
ick J Lichtenberger by handing it to him in person on the 17th
day of February A.D. 1851.

Sworn to & subscribed before me
this 12th day of April A.D. 1851

Quam Bright Notary Public

Seal

Endorsed "Affid" Filed Sept. 8th 1851. John A Clark Clerk

Frederick J Lichtenberger

vs

Abraham M Johnson

Stephenson County Circuit Court

Ejectment

And the said Frederick J Lichtenberger
defendant in this suit by Robertson, Holland & Wright, his attorneys
comes & defends the force and injury when he and says that he is
not guilty of unlawfully withholding the premises claimed by
the said Abraham M Johnson, plaintiff, as alleged in the
declaration of the said Plaintiff and of this he, the defendant,
puts himself upon the country &c.

Robertson, Holland Wright et al

Defts Atty

Endorsed "Plea" Filed Sept. 25th 1851. John A Clark Clerk

State of Illinois

Stephenson County

In the Circuit Court of Stephenson County
of the 6th Judicial Circuit in the State of
Illinois of March Term A.D. 1851-

7 Abraham M Johnson

vs
John Hettinger &
Mathias Hettinger

Abraham M Johnson Plaintiff
in this cause by Culver & Bright
his Attorneys Complains of John
Hettinger and Mathias Hettinger - Defendants, ^{in this suit} being in
Custody &c. —

For that whereas the said Plaintiff on the first
day of January in the year of our Lord one thousand Eight
hundred and forty seven at the County aforesaid was possessed
as the owner in fee of the equal and ^{the} undivided seven thirty
seconds ($\frac{7}{32}$), parts of certain, tracts, pieces, parcels or lots of
Land, with the appurtenances situate lying and being in the
Town of Freeport, County of Stephenson and State of
Illinois, and known and described as follows to wit: The
undivided seven thirty second part of Block Number
fifty six in the said Town of Freeport, as the same now
remains on Record in the Records office of the said County
of Stephenson together with all and singular the tenements
hereditaments, and appurtenances, thereunto belonging, and
he the said Plaintiff being so possessed thereof the said defen-
dants afterwards to wit: on the second day of January
in the year of our Lord one thousand Eight hundred and
forty seven at the County aforesaid entered in to the said
premises, and Ejected the said Plaintiff therefrom and
that the said defendants still unlawfully withholds from
the said Plaintiff the possession thereof to the damage of
the said Plaintiff of five hundred dollars, wherefore he brings
his suit &c.

By Culver & Bright
his Attorneys

To the above named Defendants.

Gents,

You will please take

Notice that a declaration of which the above and foregoing is a true copy and to which copy this notice is subjoined will be filed in the office of the Clerk of the Stephenson County Circuit Court in the State of Illinois on the 24th day of March A.D. 1851 which will be the first day of the March Term of said Court or as soon thereafter as counsel can be heard. That upon filing the same a Rule will be entered requiring you to appear and plead to the said Declaration within twenty days after the entry of said Rule and if you neglect so to appear and plead a judgment by default will be entered against you and the said plaintiff will recover possession of the premises specified in said Declaration.

Dated at Freeport this 15th day February A.D. 1851

Culver & Bright

To John Hettinger &
 Matthias Hettinger }

Atty for Plff

State of Illinois }
Stephenson County } I Henry Smith being duly sworn according
to law do depose and say that I served a true copy of the foregoing Declaration and notice upon Matthias Hettinger the 17th day of February A.D. 1851. by handing it to him in person
Subscribed & sworn to before this } H. Smith Court
12th day of April A.D. 1851.
Eseal Hiram Bright Notary Public }

Endorsed "Narr" Filed Sept. 8th 1851. John A. Clark Clerk

Matthias Hettinger } Stephenson County Circuit Court
ads } Ejectment
Abraham M. Johnson } And the said Matthias Hettinger
Defendant in this suit by Robertson
Holland & Wright his attorneys, comes & defends the force and
injury when &c and says that he is not guilty of unlawfully

withholding the premises claimed by the said Abraham M. Johnson Plaintiff, as alleged in the declaration of the said plaintiff and of this he, the defendant puts himself upon the Country &c.

Robertson, Holland, Wright et al
Defts, attys

Endorsed Plea Filed Sept 25. 1851

John A. Clark Clerk

State of Illinois
Stephenson County

In the Circuit Court of Stephenson County of the 6th Judicial Circuit in the State of Illinois of March Term A.D. 1851-

Abraham M. Johnson,

John Coates

Abraham M. Johnson Plaintiff
in this Cause by Culver & Bright
his Attorneys complains of
John Coates Defendant in this suit being in Custody &c.

For that whereas the said Plaintiff on the first day of January in the year of our Lord one thousand eight hundred and forty seven at the County aforesaid was possessed as the owner in fee of the equal and the undivided seven thirty seconds $\frac{7}{32}$, parts of certain tracts pieces parcels, or lots of Land with the appurtenances, situate lying and being in the Town of Freeport County of Stephenson and State of Illinois, known and described as follows to wit: The undivided seven thirty seconds part of Block Number fifty six in the said Town of Freeport as the same now remains on Record in the Recorder's Office of the said County of Stephenson, together with all and singular the Tenements, hereditaments and appurtenances thereunto belonging and he the said Plaintiff being so possessed thereof the said defendant afterwards to wit on the second day of January in the year of our Lord

One thousand Eight hundred and forty seven, at the County aforesaid entered into the said premises and Ejected the said Plaintiff therefrom and that the said Defendant still unlawfully withholds from the said Plaintiff the possession thereof to the damage of the said Plaintiff of Five hundred dollars - wherefore he brings his suit &c,

By Culver & Bright
his Attorneys

To the above named Defendant
Sir,

You will please take Notice that a declaration of which the above and foregoing is a true copy and to which copy this notice is Subjoined will be filed in the Office of the Clerk of the Stephenson County Circuit Court in the State of Illinois on the 24th day of March A.D. 1851 which will be the first day of the March Term of said Court or as soon thereafter as counsel can be heard, That upon filing the same a Rule will be entered requiring you to appear and plead to the said Declaration within twenty days after the entry of said Rule and if you neglect so to appear and plead a Judgment by Default will be entered against you and the said Plaintiff will recover possession of the premises specified in said declaration -

Dated at Freeport this 15th day of February A.D. 1851 -

Culver & Bright

To John Coates

Atty for Plff

State of Illinois } I Henry Smith being first duly
Stephenson County } Sworn according to law doth depose
and say that I saw a true copy of the foregoing Declaration
and notice upon John Coates by handing it to him in
person the 17th day of February A.D. 1851 } H. Smith Court.
Sworn to and subscribed before me this 12th }
day of April A.D. 1851

Seal

William Bright Notary Public

Endowed "Narr" Filed Sept. 8th. 1851.

John A Clark Clerk

John Coates

ads

Abraham M Johnson

Stephenson County Circuit Court
Ejectment

And the said John Coates Defendant in this suit by Robertson Holland & Wright his attorneys, comes and defends the force and injury when he and says that he is not guilty of unlawfully withholding the premises claimed by the said Abraham M Johnson Plaintiff as alleged in the declaration of the said Plaintiff and of this he the Defendant puts himself upon the country &c.

Robertson Holland; Wright et al
Deft. Attys

Endowed "Plea"

Filed Sept. 25th 1851 - John A Clark Clerk

"And afterwards to wit: on the 8th day of September AD 1851 - at the September of said Circuit Court, upon the records of said Court for said Term is the following entry to wit: Abraham M Johnson

218

John K Brewster

In Ejectment

And now at this day come Abraham M Johnson by Bright his Attorney and files his declaration and notice in this cause. It is therefore ordered by the Court that said cause be entered upon the Docket and that said defendant plead to said declaration within twenty days

Abraham M Johnson

220

Horace Farbox

In Ejectment

And now at this day comes Abraham M Johnson by Bright his Attorney and files his declaration and notice in this cause - It is thereupon ordered by the Court that said Cause be entered upon the Docket and that the defendant plead to said Declaration within twenty days -

217 Abraham M Johnson }
" " } In Ejectment
Archibald Tarbox }

And now at this day comes the said Abraham M Johnson by Bright his Attorney and files his declaration and notice in said Cause - It is thereupon ordered by the Court that said suit be entered upon the docket and that said defendant plead to said declaration within twenty days -

216 Abraham M Johnson }
" " } In Ejectment
Kyle Stephenson }

And now at this day come the said Abraham M Johnson by Bright his Attorney and files his declaration and notice in this cause - and it is thereupon ordered by the Court that said cause be entered upon the Docket and that said defendant plead to said action within twenty days

213 Abraham M Johnson }
" " } In Ejectment
Hollis Jewell }

Now at this day comes the said Plaintiff by Bright his Attorney and files his declaration and notice in this cause - It is thereupon ordered by the Court that said Cause be docketed and that the defendant plead to said declaration within twenty days.

Abraham M Johnson

as } In Ejectment
Frederick J Lichtenberger

And now at this day comes the said Abraham M Johnson by Bright his Attorney and files his declaration and notice herein - whereupon it is Ordered by the Court that said Cause be entered upon the Docket and that said defendant plead to said Declaration within twenty days -

Abraham M Johnson

as } In Ejectment
John Hettlinger and Matthias Hettlinger

Now at this day comes the said Abraham M Johnson by Bright his Attorney and files his declaration and notice in this Cause - It is therefore Ordered by the Court that said Cause be entered upon the Docket of this Court and that the defendants plead to said declaration within twenty days -

Abraham M Johnson

as } In Ejectment
John Coates

Now at this day comes the said Abraham M Johnson by Bright his Attorney and files his declaration and notice herein - It is thereupon Ordered by the Court that said Cause be entered upon the Docket and that said defendant plead to said action within twenty days -

And afterwards to wit: On the 14th day of April A.D. 1852 - at the April Term of said Circuit Court in the record of the proceedings thereof appears the following entry to wit:

Abraham M Johnson }
 " } Ejectment
 Archibald Farboy }

By agreement of parties, It is ordered by the Court that this suit be dismissed the said plaintiff to pay one ninth of the costs in this cause and the defendant Eight ninths of the costs as per stipulation on file - It is thereupon considered and ordered that Execution issue against each party for the costs in proportion as aforesaid.

A. M. Johnson } Circuit Court of Stephenson County
 " } Ejectment - Apt. Term 1852
 Archibald Farboy }

It is hereby stipulated & agreed by and between the said parties that said suit is to be dismissed, Plff. paying one ninth of the costs & Deft. paying eight ninths of the costs
 December 27, 1851.

in presence of Geo. Swinton }

Archibald Farboy

A M Johnson

Endorsed" Filed Apt. 14, 1852

John A Clark Clerk

Abraham M Johnson }
 " } Ejectment
 Horace Farboy }

By agreement of parties - It is ordered by the Court that this suit be dismissed the said plaintiff ^{to pay} one ninth of the costs and the said Defendant Eight ninths of the costs as per stipulation on file - It is thereupon ordered by the Court that Execution issue against the said parties for the costs in proportion

Abraham M Johnson } Circuit Court of Stephenson County
 " } In Ejectment April Term 1852
 Horace Farboy }

It is hereby stipulated and agreed by and between the parties to said suit, that said suit is to be dismissed, the Plaintiff to pay one ninth of the cost and the defendant Eight ninths of the costs.

December 13th 1851

In presence of Geo. Furinton

Endowed" Filed Apr. 14. 1852

A M Johnson
Horace ^{his} Taylor
mark

John A Clark Clerk

And afterwards to wit: On the 16th day of April A.D. 1852 yet of the April Term of said Court, upon the record of the proceedings thereof appears the following entries to wit:

Abraham M Johnson

52

Hollis Jewell

Ejectment

On motion of the Plaintiff by his Attorney it is ordered by the Court that this suit be dismissed at the costs of the said Plaintiff. It is thereupon considered by the Court that the said defendant have and recover of the said Plaintiff his costs by him about his suit in this behalf expended and that he have execution for the same

Abraham M Johnson

53

Frederick J Lichtenberger

Ejectment

On motion of the plaintiff and and by agreement of parties by their Attorneys - it is ordered by the Court that this suit be dismissed - that said plaintiff one ninth of the cost - and the said defendant Eight ninths of the costs - It is thereupon considered and ordered by the Court that Execution issue against each party for the costs in the proportion as aforesaid

Abraham M Johnson

58

John Hettinger & Matthias Hettinger

Ejectment

On motion of the Plaintiff and by agreement of parties. It is ordered by the Court that this suit be dismissed the said plaintiff to pay one ninth of the costs and the said Defendants Eight ninth of the costs - It is thereupon considered and ordered by the Court that Execution issue against each party for the costs in the proportion as aforesaid

Abraham M Johnson

54

John Coates

Ejectment

By agreement of parties and on motion of the Plaintiff by his Attorney it is ordered by the Court that this suit be dismissed the said plaintiff paying one ninth part of the costs. and the defendant Eight ninth parts of the same - It is ordered by the Court that Execution issue against each party for the costs in the proportion as aforesaid

Abraham M Johnson

57

John R Brewster

Ejectment

By agreement of parties it is ordered by the Court that this suit be dismissed - the said Plaintiff paying one ninth of the costs, and the said defendant Eight ninths as by their agreement it is agreed - It is thereupon considered and adjudged by the Court that Execution issue against each party for the costs in the proportion as above

Abraham M Johnson

55

Kyle Stephenson

Ejectment

By agreement of parties it is ordered

by the Court that this suit be dismissed the said Plaintiff paying one ninth of the costs and the said defendant Eight ninths - It is thereupon ordered by the Court that Execution issue against each party for the costs in the proportion as aforesaid)

The Plaintiff also introduced in evidence the agreement declar^{ed} on between Culver and Bright & Johnson which was as follows to wit:

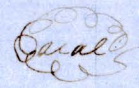
" This is to Certify that I have this day employed Amos A Culver & Hiram Bright to prosecute for me and in my name an action of ejectment for the recovery of the undivided seven thirty seconds of lots one two three, four, five, six, seven, eight, nine and ten in Block fifty six in the Town of Freeport, now I hereby agree to pay to the said Culver and Bright a contingent fee equal in value to one half of the value of said property or one half of the property it self at their election, Provided they shall recover the same as a compensation for their services, as Attornies in prosecuting said suit, but in case they should not recover the same I am not to pay them any thing for said services.

In witness whereof I have hereunto set my hand and affixed my seal this 20th day of January A.D. 1851-

Done in presence of }
Henry Dubbert }

A. M. Johnson 

Which said Bill of Exceptions is signed

Benj R Sheldon 

Endorsed"

Amos A Culver et al vs Abraham M Johnson,
Bill of Exceptions - Filed November 19, 1853
Joseph B Smith Clerk

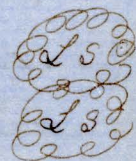
And afterwards to wit on the 17th day of December A.D. 1853. the said Defendant filed in said Court his Appeal Bond in the words and figures following to wit:

Know all men by these presents. That we Abraham M. Johnson and Henry Dubbert of the County of Stephenson & State of Illinois are held and firmly bound unto Hiram Bright of the same place in the penal sum of Two hundred and fifty dollars current money of the United States for the payment of which well and truly to be made, we bind our selves our heirs executors, administrators and assigns jointly severally and firmly by these presents.

Witness our hands & seals this 15th day of December A.D. 1853

The Condition of the above obligation is such, that whereas the said Hiram Bright impleaded with one Amos A. Culver for the use of said Bright, did on the nineteenth day of November A.D. 1853 in the Circuit Court in and for the County and State aforesaid, recover a Judgment against the above bounden, Abraham M. Johnson for the sum of seventy nine dollars Debt and fifty five dollars & eighty five cents Costs, from which said Judgment of the Circuit Court the said Abraham M. Johnson has prayed for and obtained an appeal to the Supreme Court of said State. Now if the said Abraham M. Johnson shall duly prosecute his said appeal with effect and shall pay the amount of the said Judgment, Costs, interest & damages rendered & to be rendered against him in case the said Judgment shall be affirmed in the said Supreme Court, then the above obligation to be void, otherwise to remain in full force and virtue.

A. M. Johnson
Henry Dubbert



Taken & entered into before me
at my office in Freeport this 17th
day of December A.D. 1853

Joseph B Smith Clerk
of Circuit Court of said County.

Said

State of Illinois
Stephenson County

I Joseph B Smith Clerk of the
Circuit Court in and for said County do hereby
Certify that the foregoing is a full & complete Record
of and in the case of Hiram Bright for the use of
Hiram Bright against Abraham M Johnson as
the same appears upon the Books and files in my
office

In witness whereof I have hereunto
set my hand and affixed the seal
of said Court at Freeport this 20th
day of May A.D. 1854.

Joseph B Smith Clerk

Hiram Bright for the use of Hiram Bright } In Cr. Court Nov. Term 1853

" } Covenant
 Abraham M. Johnson } Bill of Plffs Costs
 Docket suit 3 Terms 30^c Issuing Summs. 35^c 65
 Cnty app. & atty 15^c Issuing 6 Subpoenas 2,10 2.25
 Cnty. order for suit to proceed in H. Bright use of H. Bright 20
 Fily 5 papers 25^c Cally & Seveg. Jury 15^c 40
 Swg 4 wit 20^c Cnty. agree. & order to seal Verdict 20^c 40
 recog & entry Verdict 10^c Cnty app. atty Nov Term. 10^c 20
 8 wit off. 80^c Cnty order for leave to am? Deet. 20^c 1.00
 Cally & swg. Jury 15^c Aug. 3 wit 15^c 30
 recog & Cnty. Verdict 10^c Cnty Judgt 25^c Cnty sat. 15^c 50
 Cally & fily 45^c Docket & 10^c Cnty Shffs retn. 10^c 65
 Making & Cnty Bill Costs 30

\$6.85

Shff Geo. Reitzel Exg. & retg. Summons .75
 " " " " 6 Subpat. 6.20
 " " Summoning Jury Sept. Term .50
 " " " " Nov. " 50

\$7.95

County Jury fee \$3. Docket fee \$1.25 Sept. Term 4.25
 " " November Term " 3.00

\$7.25

Witnesses - Horace Farbot 16 days 8.00
 William Welch 10 " 5.00
 Geo. Purinton 12 " 6.00
 M. Hettlinger 1 " 50

\$19.50

\$41.55

Hiram Bright for the use of Hiram Bright In Cir. Court Nov. Term 1853

"

Covenant

Abraham M Johnson } Bill of Costs

Enty app & atty 15[¢] Aug 4 wit 20[¢] 35

& Filg 10 papers 50[¢] Aug 8 Subpoenas 2.80 3.30

Enty. mo. for A. Trial 20[¢] Enty order surty mo. in arr. 20[¢] 40

Enty order for A. Trial 20[¢] Order for continuance 20[¢] 40

Enty app. atty. Nov 9 10[¢] Enty. demur 20[¢] 30

Enty order overruly. dems. 20[¢] Order for leave to withdraw dems 20. 40

Enty plea 20[¢] Enty mo & aff for continuance 20[¢] 40

Enty. order overruly. do 20[¢] Aug 3 wit 15[¢] 35

Enty mo for new trial 20[¢] & mo. in arr. of Inqst. 20[¢] 40

Enty. Order overruly ans. for new trial & in arr of Inqst 20

Enty Exception to rule 20[¢] Enty prayer for appeal 20[¢] 40

Enty order granting. do 20[¢] Order for sety in Bond 20[¢] 40

make & Enty. Bill Costs 30

\$ 7.80

Shff. Geo. Reitzel Exg & retg 7 Subpoenas 6.40

" " Returning 1 " 10

\$ 6.50

\$ 14.30

State of Illinois
Stephenson County

I, Joseph B Smith Clerk of the Circuit Court in and for said County do hereby Certify that the foregoing is a true copy from my fee Book of the Costs and charges taxed against the defendant in the above entitled cause as the same appears of Record in my office. —

In witness whereof I have hereunto set my hand and the seal of the said Circuit Court at Freeport this 20th day of May A D 1854

Joseph B Smith Clerk

Bright
Johnson

A. M. Johnson
to
Hiram Bright
Reverend

Filed June 13. 1854.
S. Ireland Cth.

Supreme Court State of Illinois
Third Grand Division

Abraham M. Johnson }
vs } Appeal from Stephenson
Hiram Bright for the }
use of Hiram Bright }

And now comes the said
Abraham M. Johnson appellant by Thomas
A. Turner his attorney and says there is error
in said Record judgement and proceedings
and that said judgement ought to be reversed
and for special points of error he assigns
the following

- 1st There is no replication to the second plea of the
said defendant below
- 2nd The Court erred in overruling the motions of
the defendant below for a continuance
- 3rd The Court erred in permitting improper
testimony to go to the jury in behalf of
the plaintiff below
- 4th The Court erred in overruling defendant's
motion for an arrest of judgement
- 5th The Court erred in overruling defendant's
motion for a new trial
- 6th The Court erred in rendering judgement against
defendant below
- Thos A. Turner
Att'y for appellant

7 The Court erred in giving the instructions asked for
by the plaintiffs

Thos J. Inman

at St. Louis Mo.

58
Wm. Johnson

vs

Wm. Bryant

Assignment of Errors

Filed June 14. 1854.
Island Co. Mo.

In the Supreme Court.

Niram Bright

vs

Abraham M. Johnson.

Appeal from Stephenson.

And the said Niram Bright, by Francis Barrage his attorney, comes, and says that there is no error in the said record, judgment and proceedings. Wherefore he prays judgment, &c.

Francis Barrage,

Att'y for Def't in error.

Supreme Court,

Nirano Bright
etc.

Archam M. Johnson.

finder in error

Filed July 12, 1854,
S. Ireland C.D.

Barnes