

No. 14551 $\frac{1}{2}$

Supreme Court of Illinois

Telfer

vs.

Hoskins

28
STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division

No. 92

Talfer
vs

Haskins

1863

14551

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM THEREOF, A. D. 1863.

ALEXANDER TELFER,

vs.

FRANCIS HOSKINS,
COLSON HEISKELL,
JAMES F. HEISKELL, AND
THOMAS J. YOUNG, Copartners
under the firm of
HOSKINS, HEISKELL & Co.

Error to Grundy.

BRIEF AND POINTS OF DEFENDANTS IN ERROR.

This was a judgment in an action of trespass on the case upon promises in favor of the defendants in error, rendered at the March Term of the County Court of Grundy County. The plaintiff in error has filed the record of the case in the Court below, up to, and including the entry of judgment, and no more. The full record of the case is filed by the defendants, from which it appears:

17 On the 20th May, 1858, execution issued, by virtue of which the
18 Sheriff levied on two different tracts of land, one of which tracts was sold
16 on the 24th August, 1858, for \$100, and the other was sold on the 28th
August, 1858, for \$100, which execution was returned by the Sheriff on
the 8th September, 1858.

20 On December 11th, 1858, alias execution issued, under which a levy
23 was made on certain personal property, and also on certain real estate.
24 The real estate was sold on the 19th April, 1859, for \$155. On the 21st
28 April, 1859, the levy on the personal property was discharged by the
defendant paying \$177.98, and on the same day the defendant paid the
further sum of \$150, and also \$37.48, costs; and on the 7th October,
25 1859, he paid the further sum of \$50 in full satisfaction of said execu-
26 tion, and it was returned satisfied on the 15th October, 1859. More
than fifteen months have elapsed since the sales of real estate under
these executions were made.

The defendants in error here show the following, among other causes why the judgment of the Court below should be affirmed:

The Præcipe, Writ and Declaration, are part of the record of the case, *Rowan vs. Bowles et ux.*, 25 Ill. 113. These are regular in form and

contain a correct description of the parties, and of the cause of action. The defendant was duly summoned, as appears by the Sheriff's return. The parties appeared at the Term to which the writ was made returnable. The Court had jurisdiction of the parties and of the subject matter; and the judgment of the Court was properly and regularly rendered.

The caption to the Clerk's entries in his record book forms no part of the record of the case, but is merely an abbreviated title of the cause, placed there for convenience.

The statement of the Clerk, in his record book, in the entry of judgment referring to "the said plaintiff" must be taken and deemed to be the plaintiff's mentioned and set out in the declaration and writ.

There is no variance between the words "the 1st December, 1857," and the words "the 1st day of December, 1857," that being a form of date in common use and well understood, and a variance between the note described in the declaration, and that offered in evidence, cannot be a cause for reversing the judgment, as the note might have been offered in support of the common counts. *Gilmore et al. vs. Nowland*, 26 Ill. 200.

An error in the assessment of damages by the clerk, whereby a judgment for \$3.50 too much was rendered, should have been taken advantage of in the court below. The proper remedy is to apply to the court below to correct the error. *Clemson et al. vs. State Bank of Ill.*, 1 Scam. 46.

Nearly five years, viz: nineteen terms of the court below, have elapsed since the rendition of judgment; the sales made by the Sheriff on the first execution; the levy on personal property by the Sheriff on alias execution; the payment made by the defendant Telfer to discharge said levy, and the other payments made by said defendant, all show very clearly that he had actual knowledge of the amount of said judgment, and he must be presumed to have known and had notice of any error in the judgment, and to have waived all objections thereto. He should have availed himself of the first reasonable moment to correct any such error. *Ryder vs. Twiss*, 3 Scam. 5; and *Austin vs. Low et al.*, decided at April Term, 1862, of this court.

The use of the word plaintiff instead of plaintiffs in the judgment is a misprision of the Clerk which may be corrected in the court below or in this court, if sufficient appears on the record by which it can be corrected.

The defendant Telfer having on the 7th day of October, 1859, voluntarily made a payment of \$50 in full satisfaction of the judgment debt, is estopped from questioning the validity of that judgment.

D. F. CAMERON,
Attorney for Defendants in Error.

28 92

Self as Hoskins

Depts. Brief

Filed May 1st 1863
Leland M

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM THEREOF, A. D. 1863.

ALEXANDER TELFER

vs.

FRANCIS HOSKINS, COLSON
HEISKELL, JAS. F. HEISKELL
and THOMAS J. YOUNG, Co-part-
ners under the firm of Hoskins, Heis-
kell & Co.

POINTS AND AUTHORITIES OF PLAINTIFF IN ERROR.

I. Francis Hoskins, Colson Heiskell, Jas. F. Heiskell and Thos. J. Young, as copartners under the firm of Hoskins, Heiskell & Co., commenced their suit and filed declaration against Telfer in County Court; but in all the subsequent proceedings in that Court "*Hoskins, Heiskell & Co.*" appear as plaintiffs without the names of the persons composing the firm.

A firm can not sue by its copartnership name alone.

Collyr. on Part. p. 634, and cases cited in note.

And certainly there is as much reason why the names of the parties should appear in the judgment record as that they should appear in the writ and declaration.

II. The note described in the declaration is payable on the *first day* of Dec. 1857. The one in evidence reads "*on the first December, 1857, after date,*" &c. In either case, the word "*on*" must be construed in the sense of *during* or *within*. The note declared on is therefore legally payable *during* or *within* the *first day* of December. The one offered in evidence is payable *during* or *within* the *month* of December. Consequently there is a fatal variance. The figures "1857" in the note are merely surplusage. "The "*first December after date*" must necessarily be Dec. 1857.

III. The record shows that the only claim was on one note; that there was default, and the Clerk assessed the damages at \$3.50 more than the note could possibly amount to, principal and interest. This, of course, was error.

24 Ills. 49.

IV. The record shows that the judgment was in favor of the plaintiff. Does not show which plaintiff, nor why it was not in favor of all the plaintiffs.

It is argued that the title of the cause in the record book forms no part of the record of the case. That as it is mere matter of convenience, an abbreviated title is sufficient.

Our answer is this - Under our practice in keeping ~~the~~ record of cases, it must appear in every order or entry in the record book either by the Caption, or in the body of record, who are the parties to the suit. otherwise the record would present inexplicable confusion and jargon. And the judgment roll of any one case could never be collected together - Now as the names of the plaintiffs to this judgment nowhere appear in the record book we think it a fatal defect.

It is also contended that because nearly five years have elapsed since the judgment was rendered that the errors are cured by lapse of time - This argument would have had some point if five years had fully passed before suing out the writ of error - Undoubtedly, if we had been in the position of the defendants in error desirous of sustaining the judgment, and had applied to the Court below to correct it, that application would have been made under the authorities cited rather late after nineteen terms of Court had passed. But we are

not in that position, And as the Statute allows five years to bring error, we suppose it matters little whether the writ be sued out the first year or the fifth -

The debtors in error have filed what they call a Supplemental record, which shows that executions have been issued, land levied on and sold, and money collected - And it is insisted that Delfer must have had notice of the amount of the judgement and is now estopped from taking advantage of any error -

In the first place we contend that this additional record has no business in the case - Errors were assigned on the record filed by us, & then was a joinder - The next day debtors filed the additional record subject to objections - It is the judgement of the Court below that is now to be passed upon (See R. S. of 1845 P 143 § 7) and not the executions shown by the additional record -

Some stress is laid on the fact of a voluntary payment of a part of the executions by Delfer, and it is insisted that this estops him &c - No authority is cited to sustain so strange a position - But the returns on the executions show that lands were sold by the Sheriff and that there was a levy on personal property and that Delfer paid \$177.98 in consideration of which the levy on the personal property was discharged by consent of plaintiffs in execution.

If there was anything voluntary in the payment it was under the horrid kind of pressure by the process of the law -

W. Robert Lloyd
Atty for Plffs in error

28 92

A. Telfer

US

Horkins et al -

Bruf argument
of Plff in error

Filed May 6, 1863

L. L. Lane
Clerk

Supreme Court - Third Division
April Term 1863.

Alexander Telfer

vs

Francis Hoskins. Colson Hiskell.
James F Hiskell & Thomas J Young.
Co-partners under the firm of
Hoskins Hiskell & Co

Error to Grunby -

State of Illinois Will County

Charles W Weeks of said

County being duly sworn says that the above
named defendants Francis Hoskins. Colson
Hiskell. James F Hiskell & Thomas
J. Young are non residents of the State
of Illinois, but reside in the City of
Philadelphia in the State of Pennsylvania, as
this affiant is informed & believes

Sworn & subscribed to
before me this 2^d day

of January A.D. 1863

Francis Goodspeed
Notary Public

Charles Weeks

28 Telfer 92
²⁵
Hoskins & Co

Affidavit of non residence

Filed Jan. 8th 1883
L. Leland
Clerk

Grundy County Records
Copy of Record

Osthaus Weiskull & Co
28
Alexander Telfer

2 The People of the State of Illinois
By the Grace of God, Free & Independent

To all to whom these presents may come Greeting

Know ye
that we having caused to be inspected, the Records
and Proceedings now remaining in the office of
our clerk of our County Court in and for our County
of Grundy do find therein certain papers and
records in words and figures following that
is to say

Be it remembered that on the 18th
day of February in the year of our Lord one
thousand Eight hundred and fifty eight came
B. M. Atterton and filed a Grievance in the words
figures following to wit

" State of Illinois

" County of ~~Clark~~ Grundy } ss

" Grundy Circuit County Court

" March Term Term AD 1858

" Francis Watkins Colson Weiskell

" James D. Weiskell & Thomas Young

" Copartners under the firm of

" Watkins Weiskell & Co

"

" Alexander Selfer

"

Creepers on the case
upon promises

The Clerk of said Court will

21
" issue a Summons in the above cause, directed to
" the Sheriff of Grundy County, in a plea of Trespass
" on the case upon Promises returnable at the March
" Term Term of said Court AD 1858 to the damage
" of the Plaintiff of Seven Hundred dollars
" (Morris 18 Feb. 1858
" To Perry W. Armstrong Esq. Clerk P. M. Altherton
" Sfy Attor"

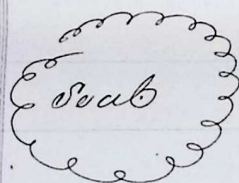
And afterwards on the same day last before mentioned
the clerk of our said Court issued a summons in
the words & figures following to wit

" State of Illinois }
" Grundy County }

" The People of the State of Illinois to the
" Sheriff of said County - Greeting:

" We command you that you summon Alexander Telfer
" if he shall be found in your County, personally to be
" and appear before the County Court of said Grundy
" County, on the first day of the next Term thereof,
" to be holden at the Court House in Morris in said
" Grundy County, on the first Monday of March 1858
" to answer unto Francis Hestons Colson Wiestell &
" Thomas J. Young of the firm of Hestons Wiestell & Co
" in a plea of Trespass on the case upon Promises
" to the damage of the said Plaintiff as they say in

3
" the sum of Seven Hundred dollars
" And have you then and there this writ with an
" endorsement thereon, in what manner you shall have
" executed the same.



" Witness P. A. Armstrong Clerk of our
" said Court, and the seal thereof at
" Morris aforesaid, this Eighteenth day
" of February AD 1858
" Jerry A. Armstrong Clerk"

And on the back of the same are now the words
and figures following to wit

" County Court Summons
" G. Docket No 64 Page
" Grundy County Court
" Hoskins Hickill & Co

"
" AS
" Alexander Seifer

" State of Illinois }
" County }

" I have duly served the within by reading the
" same to the within named Alexander Seifer this 18th day
" of Feb 1858 as I was therein commanded A. B. Wallace Sheriff
" Fee Service 50 Mileage 10 Return 10-70
" Filed in County Court this 18th day of Feb 1858 P. A. Armstrong Clk
" Attorney

4
And afterwards to wit on the 19th dy of February AD
One thousand Eight hundred and fifty Eight
there was filed by said B M Atherton in the office
of the Clerk of said Court a Declaration in the
words and Figures following to wit

" In the County Court of Grundy County

" Of the March Term AD 1858

" State of Illinois

" County of Cook Grundy }
"

" Francis Woshins Colson Weiskell James

" S. Weiskell and Thomas J Young copartners under the

" firm of Woshins Weiskell & Co Plaintiffs in this

" suit by B M Atherton their Attorney, complain of

" Alexander Telfer Defendant who is summoned & of

" a Plea of trespass on the case on Promises: For that

" whereas the said Defendant heretofore, to wit: on the

" twentieth day of October in the year of our Lord one

" thousand Eight hundred and fifty five at Morris

" to wit, at said County made his certain Promissory

" Note in writing bearing date the day and year

" aforesaid, and then and there delivered the same to

" Thomas & LeRoy in and by which said Note said

" Defendant by the name, style and description of Alexander

" Telfer Promised to pay the order of the said Thomas

" LeRoy on the first day of December AD 1858 (which

" was now elapsed) the sum of Five hundred Dollars

" with interest at six per cent at the banking office of.

5
" C. & W. H. C. Gould in Morris Ill. for value received
" And the said Hannan & Le Roy to whom or to whose
" order said Note was payable, afterwards, to wit,
" on the day and year aforesaid, at Morris in the
" said County of Grundy endorsed said Note in
" writing, by which said endorsement the said
" Hannan & Le Roy then and there ordered and appoint-
" ed the said sum of money in said Note mentioned
" to be paid to said Plaintiffs and then and
" there delivered said Note so endorsed to the said
" Plaintiffs

" By means whereof, and by force of the statute in
" such case made and provided, the said Defendant
" became liable to pay said Plaintiff said sum of
" money mentioned in said Note, and being \$0
" liable, in consideration thereof, then and there under
" took and promised to pay the same to the said
" Plaintiff according to the tenor and effects of the
" said Note, and of the endorsement aforesaid, to wit,
" at the place aforesaid.

" And the said Plfs aver that they were ready on
" said first day of December AD 1855 as well as on
" the fourth day of the same month at the said
" Banking office of C. & W. H. C. Gould in Morris Ill
" to receive the contents of said note according to the
" tenor and effect thereof but that neither the said
" Defendant nor the said C. & W. H. C. Gould or any
" other person did or would pay the same nor have

6
" either the said Defendant or any other person since
" that time paid the contents of said note or any
" part thereof to the Plffs

" And whereas, also, the said Defendant, afterwards
" to-wit- on the first day of February in the year of our
" Lord One thousand eight hundred and fifty-eight
" to-wit, at said County, became and was indebted
" unto the Plaintiff in a large sum of money to-wit
" the sum of several hundred dollars for money before
" that time lent and advanced to said Defendant
" by said Plaintiff at said Defendant's request;
" and also in the like sum, for money before that
" time paid, laid out and expended for said Defend-
" ant by the said Plaintiff at the like special request
" of said Defendant; and in the like sum for money
" before that time had and received by said Defendant
" to and for the use of said Plaintiff; and also
" in the like sum, for goods, wares and merchandise,
" before that time sold and delivered by said
" Plaintiff to said Defendant; at the like special
" instance and request; and also in the like sum
" for the labor, care and diligence of said Plaintiff
" before that time done and performed by said Plai-
" tiffs for said Defendant; and at the like instance
" and request of said Defendant; and also in
" the like sum, then and there found to be due and
" owing to said Plaintiff on an account stated

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" between them; and being so indebted said Defendant
" and in consideration thereof, then and there under-
" took and promised to pay said Plaintiffs said
" several sums of money above mentioned, when
" thereunto afterwards requested

" But the said Defendant, not regarding his
" said promises and undertakings, but contriving
" &c., although often requested so to do, was not paid
" said Plaintiff either of said sums of money above
" mentioned, or any part thereof, but so to do has
" hitherto wholly neglected and refused, and still
" do neglect and refuse, to the damage of said
" Plaintiffs of several hundred dollars, and therefore
" they bring this suit &c

" J. M. Altherton

" Plaintiffs Attorneys

" Copy of Instrument and account sued on
" \$500

Worris Ill Oct 20 1855

" On the 1st December 1857 after date I promise to pay to
" the order of Emma & LeRoy Five hundred Dollars at
" the Banking office of C. W. & C. B. Gould in Morris Ill value
" received with interest at six per cent

" Alexander Selfer

" Indorsed " Emma & LeRoy "

" Alex^r Selfer

" To Hoskins Hiskell & Co Dr

" The money lent and advanced

\$ 500

" To money paid, laid out, and expended	\$ 700
" To money had and received to and for the use of said Plaintiff	\$ 700
" To goods, wares and merchandise sold and delivered	\$ 700
" To labor and services	\$ 700
" To balance due on account stated	\$ 700

And afterwards to wit on the 4th day of March A.D. 1858
it being one of the regular days of the March Term of
said Court for said year and the Court being then judi-
cially sitting for the adjudication of business the following
among other proceedings were had and entered of records
by said Court in words & figures to wit

" State of Illinois }
" Grundy County } ss

" Thus Readings Motions Orders
" Judgments and decrees had held made ordered
" and decreed in and before the Grundy County Court
" at the March Term thereof begun and held at the
" Court House in Morris on the first Monday in March
" and being on the first day of said Month in the
" Year of our Lord one thousand Eight Hundred and
" fifty Eight and of the Independence of the United
" States the Eighty Second

" Present H. K. Colquhoun Grundy County Judge
" Mayo O. Wallace Sheriff
" Perry A. Armstrong County Clerk

111
" No 257 In the matter of
" Shoshino Skeiskell & Co
" vs } Affirmative
" Alexander Delfer }

" This day come the said Plaintiffs by
" B. M. Altherton his Attorney and the said Defendant-
" being three times solemnly called, come not nor comes any
" one for him but he makes default herein, It is therefore
" considered and ordered by the Court that said
" Plaintiff have judgment by default against the said
" Defendant for their damages herein

" And it appearing to the Court that this suit is
" brought upon one instrument of writing for the payment
" of money only and that the damages of said Plaintiff
" in this case rest in computation, it is thereupon ordered
" by the Court that the clerk assess compute and report
" the said damages Whereupon the clerk proceeded to
" make the assessment and computation aforesaid, and
" reported to the Court the sum of (\$574.50) Five Hundred
" Seventy Four ⁵⁰/₁₀₀ Dollars as the amount of the Plaintiff
" damages herein, which assessment and computation
" upon examination by the Court, appearing to be just
" and correct, is by the Court approved and allowed
" It is therefore considered and ordered by the Court
" that the said Plaintiff have and recover of the said
" Defendant the said sum of (\$574.50) Five Hundred Seventy
" Four ⁵⁰/₁₀₀ Dollars being the amount of the damages assessed and
" computed as aforesaid, together with their costs and charges

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" having expended and that they have execution therefor
" against the said Defendant"

The following is a true copy in words and figures of
the note offered in evidence and now on file among the
papers of said cause viz

" \$500

Memphis October 20 1855

" On the 1st December 1857 after date I promise to pay to
" the order of Hanna & Le Roy Five Hundred ~~no~~ Dollars
" at the Banking office of C. R. & Co. in Memphis
" value received with interest at six per cent

" Alexander Selzer "

And the following are the words endorsed on the back of said note
" Hanna & Le Roy "

State of Illinois

Grundy County

I Samuel B. Thomas Clerk of the County Court
of said Grundy County & State of Illinois
do hereby certify that the above and foregoing is a full
true and perfect copy of the records of the proceedings
had in said Grundy County Court in the cause therein
entitled and I do further certify that the foregoing
are full, true, & perfect copies of the Process Summons
declaration and note & endorsement thereon as filed in said
Cause & now remaining in my said office

In testimony whereof I have hereunto set my hand and
affixed the seal of said Court at Memphis in said
County this 25th day of October AD 1862

Samuel B. Thomas
Clk of Co Court

The said Alexander Telfer brings this Cause to this Court by writ of error and assigns the following errors—

1st The praecipe, writ and declaration are in a case wherein Francis Hoskins, Colson Hirstell, James H. Hirstell and Thomas J. Young Copartners under the firm of Hoskins, Hirstell & Co are plaintiffs against Alexander Telfer defendant, and the default and judgment, and in fact all the record ^{of the Co Court} are in a case wherein Hoskins, Hirstell & Co are plaintiffs without naming the persons who compose the firm ~~of~~ ^{against} Alexander Telfer defendant

2^d There is a variance between the note declared on and the one offered in evidence, in this— the declaration states the note was payable on the first day of December 1857— and the note reads payable "on the 1st December 1857 after date" &c this is matter of essential description & must be strictly proved—

3^d The declaration and record show that the claim was on one

note, upon which the Clerk assessed
the damages and judgement was
rendered in the Sum of \$574.50
The amount of the note declared
on, including interest, at the date
of judgement was 571. ~~dollars only~~
Hence the judgement is \$3.50 too much.

4th The record shows that the
judgement is in favor of the plaintiff
does not show which one - It
should have been in favor of the
plaintiffs, if at all -

5th The record and proceedings
in said case are otherwise
uncertain, informal & insufficient

McRobert, & Goode & Peck
Attorneys for Telfer

And now come the said defendants in
error by D & C Cameron their attorneys saying that
in the rendition of said judgement and
in the ^{proceedings} record, ~~there is~~ there is no error

D & C Cameron

attorneys for defendants in error

Filed April 22nd 1863.

L. Leland
Clerk

28 Copy Record ⁹²

Hoskins Hiskell & Co
78

Alexander Selford

Gentry Co Court

Filed Jan 8th 1883
L. Leland
Clerk

Dec 1/3 100

Supreme Court—Third Division.

APRIL TERM, 1863.

Alexander Telfer,	}	Error to Grundy.
VS.		
Francis Hoskins, Colsin Heiskell, James F. Heiskell and Thomas J. Young, Co-partners under the firm of Hoskins, Heiskell & Co.		

Record

2 On the 18th day of February, 1858, a summons was issued out of the County Court of Grundy County, wherein the above named defendants were named plaintiffs and the said Alexander Telfer was defendant, returnable at the then next March Term of said Court, and directed to the Sheriff of said Grundy County to execute, which
3 was on the same day returned, served by said Sheriff. And on the
4 19th day of February, 1858 a declaration was filed in said cause counting on a note dated October 20th, 1855, for 500 dollars payable to Hanna & LeRoy on the first of December 1857 with interest at six per cent. at the Banking Office of C. H. & H. C. Goold
5 in Morris, Ill., with an allegation of an endorsement to the plaintiffs on the day of making—also the common counts and breach—
6 also copies of note and indorsement attached as follows :

9 The following are the only entries upon the records of said Court in said cause :

" Hoskins, Heiskell & Co.,	} Assumpsit \$700 Judgement for \$574,50,
<i>vs.</i> " Alexander Telfer,	

" This 4th day of this term come the plaintiffs by B. M. Atherton their attorney, as well as the defendant by Harris & Turner, his attorneys, and the said defendant by his said attorneys withdrew plea and demurrer by them filed. Motion is made by the plaintiff's said attorneys for leave to amend their declaration herein, which being considered, is granted by the Court and amended declaration is duly filed and default taken."

See Default Record "A" Page 19."

The following are the enteries in default record "A" refered to :

" United States of America,
" State of Illinois,
" County of Grundy.

" At a regular term of the County Court of said County of Grundy, began and holden at the Court House in Morris, in said county of Grundy on Monday the first day of March in the year of our Lord, one thousand, Eight Hundred and Fifty-Eight, being the first Monday of said month.

" Present the Honorable Colquham Grant, Co. Judge,

" P. A. Armstrong, Co. Clerk and

" A. C. D. Wallace, Sheriff,

" Attest P. A. Armstrong, Clerk.

10 No 257. In the matter of

Hoskins, Heiskell & Co.,	} Assumpsit.
<i>vs.</i> Alexander Telfer,	

" This day come the said plaintiffs by B. M. Atherton, his attorney, and the said defendant being three times solemnly called, come not, nor comes any one for him, but he makes default here.

“in. It is therefore considered and ordered by the Court, that
 “said plaintiffs have judgement by default against the said defend-
 “ant for their damages herein.

“And it appearing to the Court that this suit is brought upon
 “one instrument of writing for the payment of money only, and
 “that the damages of said plaintiff in this case rest in computation.
 “It is thereupon ordered by the Court, that the Clerk assess, com-
 “pute and report the said damages. Whereupon the Clerk made
 “the assessment and computation aforesaid and reported to the
 “Court the sum of (\$574,50) Five Hundred Seventy-four Dollars
 “and fifty cents, as the amount of plaintiff damages herein, which
 “assessment and computation upon examination by the Court, ap-
 “pearing to be just and correct, is by the Court approved and al-
 “lowed.

“It is therefore considered and ordered by the Court, that the
 “said plaintiff have and recover of the said defendant the said sum
 “of (\$574,50) Five Hundred Seventy-four $\frac{50}{100}$ dollars, being the
 “amount of damages assessed and computed as aforesaid, together
 11 “with their costs and charges herein expended and that they have
 “execution therefor against the said defendant.”

The following is a true copy of the note on file in said cause :—

“\$500.

Morris, Ill., October 20, 1855.

“On the 1st December, 1857, after date, I promise to pay to the
 “order of Hanna & LeRoy, Five hundred $\frac{100}{100}$ dollars at the Banking
 “Office of C. H. & H. C. Goold in Morris, Ill's, value received,
 “with interest at six per cent.

“Alexander Telfer.”

The following are the words on the back thereof :—

“Hanna & LeRoy.”

Alexander Telfer brings the case to this Court by writ of error
 and assigns the following errors :—

1st. The precept, writ and declaration are in a case wherein Francis Hoskins, Colson Heiskell, James F. Heiskell and Thomas J Young, copartners under the firm of Hoskins, Heiskell & Co., are plaintiffs—against Alexander Telfer defendant, and the default and judgment, and in fact all the record are in a case wherein Hoskins, Heiskell & Co are plaintiffs, without naming the persons who compose the firm, against Alexander Telfer, defendant.

2nd. There is a variance between the note declared on and the one offered in evidence, in this—declaration states the note was payable on the first day of December, 1857, and the note reads payable “on the 1st December 1857, after date, &c. This is matter of essential description and must be strictly proved.

3rd. The declaration and record show that the claim was one note, upon which the Clerk assessed the damages and judgment was rendered in the sum of \$574,50. The amount of the note declared on, including interest at the date of judgment was \$571 only. Hence the judgment is \$3,50 too much.

4th. The record shows that the judgment is in favor of the *plaintiff*—does not show which one—and should have been in favor of the *plaintiffs*.

5th. The record and proceedings in said cause are otherwise uncertain, informal and insufficient.

McROBERTS & GOODSPEED,
Attorneys for Telfer.

92

Selfe
vs

Hoskins et al

Abstract

Filed May. 8. 1863
J. Leland M

The People of the State of Illinois
By the Grace of God Free and Independent
To all to whom these
Presents may come Greeting
Know ye that we having
caused to be inspected the Records and Proceedings
now remaining in the office of our clerk of our County
Court in and for our County of Grundy do find therein
certain Papers and records in words and Figures
following to wit -

Be it remembered that on the
18th day of February in the year of our Lord one thousand
eight hundred & fifty eight came B. M. Altherton
and filed a Grievance in the words and Figures follow-
ing to wit

1 " State of Illinois }
" County of Grundy } ss Grundy Circuit County Court
March Term Term AD 1858

" Francis McKinnis Nelson Weiskell }
" James D. Weiskell & Thomas J. Young }
" Copartners under the firm of }
" McKinnis Weiskell & Co }
" vs }
" Alexander Selzer }

Trespass on the case
upon Promises

" The Clerk of said Court
" will issue a Summons in the above cause, directed to
" the Sheriff of Grundy County, in a plea of trespass

2
" on the case upon Promises returnable at the March
" Term Term of said Court AD 1858 to the damage of
" the Plaintiff of Seven Hundred Dollars
" To Perry A Armstrong Esq Clerk Plaintiffs attorney
" Chicago Morris 18 Feb 1858
" B M Atherton Plf atty

And on the back of said Praecipe is the following words
and figures to wit

" G. D. No —
" Grundy County Court March Term AD 1858
" Washins Wicksell & Co
" ^{vs} Alexander Telfer
" Praecipe
" Filed this 18th day of February 1858 Armstrong Clerk
" Atherton Plaintiffs attorney

2

And afterwards on the same day last before mentioned
the Clerk of our said Court issued a summons in
the words and figures following to wit

" State of Illinois
" Grundy County } ss

" The People of the State of Illinois to the
" Sheriff of said County Greeting:

" We command you, that you summon Alexander
" Telfer if he shall be found in your County, personally
" to be and appear before the County Court of said
" Grundy County, on the first day of the next Term

3
" thereof to be holden at the Court House in Morris
" in said Grundy County, on the first Monday of March
" 1858 to answer unto Francis Wankers Colson Heiskill
" & Thomas J. Young of the firm of Wankers Heiskill & Co
" in a plea of trespass on the case upon promises
" to the damage of the said Plaintiff as they say
" in the sum of Seven Hundred Dollars.
" And leave you then and there this writ with our en-
" dorsement thereon, in what manner you shall have
" executed the same.

" Witness J. W. Armstrong Clerk of our said
" County, and the seal thereof at Morris afore-
" said this Eighteenth day of February AD 1858
" Perry W. Armstrong Clerk

and on the back of the said summons are now the
words and figures following to wit

3 " County Court Summons

" G. Docket No 69 Page

" Grundy County Court

" Wankers Heiskill & Co

" Alexander Telfer

" State of Illinois

" County } I have duly served the within by

" reading the same to the within named Alexander Telfer

" this 18th day of Feb'y 1858 as I am therein commanded

" A. D. Wallace Sheriff

" Fee Service 50 Mileage 10 Return 10 - 70.

" Filed in County Court this 18th day of Feb'y 1858

" P. W. Armstrong Clerk

" Atherton Attorney

And on the said 18th day of February 1858 the following
Security for costs was filed to-wit

" Hoskins Nichell & Co, In the ^{County} County Court March T 1858

" Alexander Scler }

" I do hereby enter myself security for

" costs in this cause and acknowledge myself bound to

" pay or cause and acknowledge myself bound to pay or

" cause to be paid all costs which may accrue in this

" action either to the opposite Party or to any of the officers

" of this Court in pursuance of the laws of this State

" Dated this 18th day of Feb'y 1858 B. M. Atherton

On the back of the same is the following words & figures

" Sec. for costs

" Filed Feb'y 18/58 Armstrong Clk

And afterwards to-wit on the 19th day of February
AD 1858 there was filed by B. M. Atherton in the office
of the Clerk of said Court a Declaration in the words
and figures following to-wit

" In the County Court of Grundy County

" of the March Term AD 1858

" State of Illinois

" County of Cook Grundy } ss. Francis Hoskins & John Nichell

11 James A. Wickell and Thomas J. Young copartners
11 under the firm of Hoskins Wickell & Co Plaintiffs in this
11 suit by B. M. Allerton their Attorney, complain of Alexan-
11 der Selfer Defendant who is summoned to answer a plea of
11 trespass on the case as Promises: For that whereas the
11 said Defendant heretofore, to-wit: on the twentieth day
11 of October in the year of our Lord one thousand eight
11 hundred and fifty five at Morris Town at said County
11 of Cook made his certain Promissory Note in writing, bearing
11 date the day and year aforesaid, and then and there
11 delivered the same to Hanna & Leroy in and by which
11 said Note said Defendant by the name, style and
11 description of Alexander Selfer Promised to pay the order
11 of the said Hanna & Leroy on the first day of December
11 AD 1857 (which was now elapsed) the sum of Five
11 Hundred Dollars - with Interest at six per cent at the
11 banking office of C. N. & H. C. Gould in Morris Ills for
11 value received, And the said Hanna & Leroy to
11 whom or to whose order said Note was payable, after-
11 wards, to-wit: on the day and year aforesaid, at Morris
11 in the said County of Grundy that is to say, at the County
11 of Cook aforesaid endorsed said Note in writing, by
11 which said endorsement the said Hanna & Leroy
11 then and there ordered and appointed the said sum
11 of money in said Note mentioned to be paid to said
11 Plaintiffs and then and there delivered said Note,
11 so indorsed, to the said Plaintiffs
11 By means whereof and by force of the statute in such

1 1 1 1 1
" case made and provided, the said Defendant
" became liable to pay said Plaintiff said sum of
" money mentioned in said Note, and being so liable
" in consideration thereof, then and there undertook and
" promised to pay the same to the said Plaintiff
" according to the tenor and effect of the said Note
" and of the indorsement aforesaid, to wit at the place
" aforesaid and the Plfs aver that they were ready
" on said first day of December AD 1855 as well as on
" the fourth day of the same month at the said Banking
" office of CH and Mc Guld in Morris Ill to receive
" the contents of said note according to the tenor and
" effect thereof but that neither the said Defendant
" nor the said H C & H Gould or any other person did
" or would pay the same, nor have either the said
" Defendant or any other person since that time paid
" the contents of said note or any part thereof to the
" Plfs

6 " And whereas, also, the said Defendant afterwards
" to wit on the first day of February in the year of our
" Lord one thousand eight hundred and fifty eight
" to wit, at said County, became and was indebted
" unto the Plaintiff in a large sum of money, to wit
" the sum of seven hundred dollars, for money
" before that time lent and advanced to said Defendant
" by said Plaintiff at said Defendants request;
" and also in the like sum, for money before that
" time paid, paid out and expended for said Defendant.

by the said Plaintiffs, at the like special request of
said Defendant; and in the like sum for money
before that time had and received by said Defendant
to and for the use of said Plaintiffs; and also in
the like sum, for goods, wares and merchandise,
before that time sold and delivered by said
Plaintiffs to said Defendant at the like special
instance and request; and also in the like sum for
the labor, care and diligence of said Plaintiff before
that time done and performed by said Plaintiffs
for said Defendant, and at the like instance
and request of said Defendant; and also in the
like sum, then and there found to be due and owing
to the said Plaintiffs on an account stated between
them; and being so indebted said Defendant in
consideration thereof then and there undertook and
promised to pay said Plaintiffs said several sums
of money above mentioned, when thereunto afterwards
requested. Yet the said Defendant, not regarding
his said promises and undertakings, but contriving
tho' although often requested so to do has not paid
said Plaintiff either of said sums of money above
mentioned, or any part thereof but so to do have
hitherto wholly neglected and refused, and still
do neglect and refuse, to the damage of said Plaintiff
of seven hundred dollars, and therefore they bring
this suit &c

B. M. Atherton

Plaintiffs Attorneys

8
" Copy of Instrument and account paid on.

" \$500.

Morris Ill October 20 1855

" On the 1st December 1857 after date, I promise to pay to
" the order of Hanna & Le Roy Five Hundred Dollars
" at the Banking office of C. N. & W. C. Gold in Morris Ill
" value received with Interest at six per cent.

"

Alexander Telfer

" Indorsed "Hanna & Le Roy"

" Alex^r Telfer

" To Haskins Weiskell & Co Dr

" To money lent and advanced \$700

" To money paid, laid out, and expended \$700

" To money had and received to and for the use
" of said Plaintiff \$700

" To goods ware and merchandise sold and delivered \$700

" To labor and services \$700

" To balance due on account stated \$700

8 On the back of said Declaration are the following
words and figures to wit

" Haskins Weiskell & Co

" Alexander Telfer

" Dorr

" Filed this Nineteenth day of February 1858

" J. A. Armstrong Clerk

" B. W. Atherton

" Plaintiff's Attorney

9
And afterwards to wit on the fourth day of March
AD 1858 it being one of the regular days of the March Term
of said Court for said year and the Court then judicial
- by sitting for the adjudication of business, the following
among other proceedings were had and entered
of record by said Court in words and figures to wit

" Grand County Court March Term AD 1858

" Monday March 1 1858

" State of Illinois

" Grand County

" I has Reading Motions orders

" judgments and decrees had been made ordered

" and decrees in and before the Grand County Court

" at the March Term thereof begun and held at the

" Court House in Morris on the first Monday in March

" and being on the first day of said Month in the

9 " year of Our Lord One thousand Eight hundred

" and Fifty Eight and of the Independence of the

" United States the Eighty second

Frank Now Colquhams Grant County Judge

" Angelo Wallace Sheriff

" Perry W Armstrong County Clerk

" Thomas Biskett Esq

" Assumpsit \$700.

" Alexander Selfer } Judge for \$574.50.

" This 11th day of this term comes

" the Plaintiffs herein by B. M. Atterton their Attorney

11 as well as the defendant by Harris & Turner his attorneys
11 and the said defendant by his said attorneys with-
11 draw pleas & demurrers by them filed, Motion is made
11 by the Plaintiffs said Attorney for leave to amend
11 their declaration herein which being duly considered
11 is granted by the Court and amended declaration
11 is duly filed and default taken
11 See Default Record "A" page 19.

The following in words & figures are the entries on
default Record "C" referred to viz

11 In the Grundy County Court March Term A.D. 1858
11 United States of America
11 State of Illinois } ss
11 County of Grundy

10 11 At a regular Term of the County
11 Court of said County of Grundy begun and holden at the
11 Court House in Moins in said County of Grundy on Monday
11 the first day of March in the year of our Lord One thousand
11 Eight hundred and Fifty Eight being the first Monday of
11 said Month

11 Present Hon. Colquhoun Grant Co. Judge

11 J. W. Armstrong Co. Clerk

11 And H. D. Wallace Sheriff

11 Attest

11 J. W. Armstrong
11 Clerk

11 No 257 In the matter of

" Hoskins Hiskell & Co

" vs
" Alexander Telfer

Assumpsit

" This day come the said
" Plaintiffs by C. W. Atchison his Attorney and the
" said Defendant being three times solemnly called, come
" not nor comes any one for him but he makes default
" herein. It is therefore considered and ordered by
" the Court that said Plaintiff have judgment by default
" against the said Defendant for their damages herein.
" And it appearing to the Court that this suit is brought
" upon one instrument of writing for the payment of
" money only and that the damages of said Plaintiff
" in this case rest in computation, it is therefore
" ordered by the Court that the Clerk assess, compute

11 ~~11~~ and report the said damages. (Whereupon the Clerk
" proceeded to make the assessment and computation
" aforesaid and reported to the Court
" the sum of (\$74.50) Two Hundred Seventy Four ⁵⁰/₁₀₀ Dollars
" as the amount of the Plaintiff damages herein, which
" assessment and computation upon examination by
" the Court appearing to be just and correct, is by the
" Court approved and allowed.

" It is therefore considered and ordered
" by the Court that the said Plaintiff have and
" recover of the said Defendant the said sum of
" (\$74.50) Two Hundred Seventy Four ⁵⁰/₁₀₀ Dollars, being

" the amount of the damages assessed and computed
 " as aforesaid, together with their costs and charges
 " herein expended and that they have execution
 " therefor against the said Defendant

The following is a true copy in words & figures of
 the Note offered in evidence & now on file among
 the papers of said cause viz

" \$500 Morris Ill October 20 1855
 " On the 1st December 1857 after date I promise to
 " Pay to the Order of Hanna & LeRoy Five hundred two
 " Dollars at the Banking office of C. H. & H. C. L. Gold in Morris
 " Ill Value received with interest at six per cent
 " \$507.50 Dec 1/4 1857 Alexander Selford

*
 12 And the following are the words endorsed on the
 back of said Note viz
 "Hanna & LeRoy"

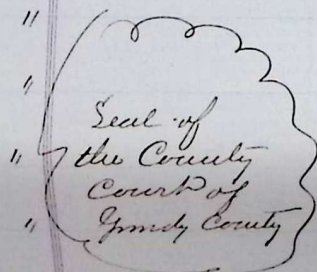
And afterwards on the 20th day of May AD 1858
 there was issued out of said court an execution
 and Subpoena in the words and figures following to wit
 " State of Illinois }
 " Grundy County } ss
 " The People of the State of Illinois, to the
 " Sheriff of said Grundy County Greeting
 " We command you

" That of the goods and chattels, lands and tenements
 " of Alexander Telfer Defendant in your County, you cause
 " to be made the sum of Five Hundred Seventy Four
 " Dollars and Fifty cents which Hoskins Hustell & Co
 " Plaintiffs lately in the County Court of said Gentry County
 " at a Term thereof begun and held at Morris in said
 " Gentry County on the first Monday of March A.D. 1858
 " recovered against the Defendant and which by the
 " said Court was adjudged to the said Plaintiff for
 " their damage.

" And also in the further sum of Seven dollars and
 " Ninety five cents which were adjudged to the said
 " Plaintiff for costs and charges in that behalf ex-
 " -pended, whereof the said Defendant do stand con-
 " -victed as appears to us on Record:

" And have you these moneys ready to render to the said
 " Plaintiff for their debt and costs aforesaid, and
 " make return of this writ with an endorsement thereon
 " in what manner you shall have executed the
 " same in ninety days from the date hereof

" Witness P. W. Armstrong Clerk of
 " said Court: and the seal thereof
 " at Morris in said County this 20th day
 " of May A.D. 1858
 " P. W. Armstrong
 " Clerk



11 Whole No 257 Term No 257 Ex No 257

11 Fee Book A Page 197

11 State of Illinois Grundy County March Term 1858

11 In the matter of }
11 Huskins Heskell & Co } Fee Bill

11 vs } Plaintiffs Cts 795

11 Alexander Telfer }

11 Mich 1858 Court fees docket 10 lib fines 5 Bonds for costs 15	2.35
11 Sums & lib 40 app & atty 15 lib do & claims 10	65
11 Ws for rule to plead 20 Ord of course 20 Ent course 20	60
11 Ws for judgt in default of plea 20 Ord to call deft 20	40
11 Ord for cts to assess dam 20 Appraising & report 20	40
11 Ord of judgt 20 Enting judgt 25 doc 10 Ord of Ex 20	75
11 Ex & lib 45 doc 10 Sr 10 Satisfac 15 lib fine for Ex 5	85
11 Bill cts 30 Copy 20 Shffs fees on Sums 70	120
11 doc & lib fine 15 Certif & seal 35 Sr 10 Satisfac 15	75
	7.95

124 I P W Armstrong Clerk of the Grundy County Court do hereby
11 certify that the above and foregoing is a true copy from
11 my Fee Book of piffs costs in the above entitled suit
11 {
11 { Deed } Witnesses my hand and seal of said Court
11 { P W Armstrong Clerk

11 State of Illinois }
11 Grundy County } ss

11 The People of the State of Illinois to the
11 Sheriff of said Grundy County greeting
11 (We command you that the the above or
11 within Fee Bill, amounting to Dollars and cents

You cause to be levied of the goods and chattels, lands and tenements of Alexander Telfer in your county according to the statute in such case made and provided, and make return of this writ within thirty days, as the law directs, with an endorsement hereon, in what manner you shall have executed the same

Witness P. W. Armstrong clerk of the said County Court and the seal thereof, at his office in Morris in said County, this 20th day of May AD 1858

P. W. Armstrong Clerk

Wick 1858	App & atty 15	fil Plea 5	Order overruling do 20	40
	Writ to withdraw Plea 20	Order granting same 20		40
	Bill costs 30	Copy 20	dec & fil Ju bill 15	certif & seal 35
	8 & 10	Satisfac 15		100
				25
				2.05

I P. W. Armstrong Clerk of the County Court of Grundy County do certify that the within is a true copy from my fee Book of Plaintiffs costs Given under my hand and the seal of said Court

P. W. Armstrong Clerk

On the back of said Execution there is endorsed the following words and figures to wit

" Fee Bill and Execution

" Grundy County Court

" Sub Book A Page 197

" Whole No 287 Ji Fa No 287

16 " Hoskins Huskell & Co

vs

" Alexander Telfer

" Debt

\$ 574 50

" Damage

" Costs Plaintiff

9 7 95

" Defendant

2 05

" Total amount

\$ 584 50

" Judgment March 4 1858

" This writ issued May 20 1858

" Return day August 20 1858

" Collect interest at Six per cent per annum from

" above mentioned date of judgment

" Received this execution this 22 day of May AD 1858 at

" 3 o'clock and 40 minutes PM A. C. Wallace Sheriff

" Sheriff's fee

~~15~~

" Serving Execution

50 c

16

" Advertising Property

25

" Miles travel

" Commission on \$ -

" Returning Execution

10

" Certificate of Purchase

25

" Filed in the County Court and approved by me this

" 8 day of Sept AD 1858 Armstrong clerk

" B. W. Atherton attorney

Attached to the said Execution appear the words
and figures following to wit

" State of Illinois

" Grundy County } By virtue of the within Execution I
 " have levied on this twentieth day of March A.D. 1858 on

" the following described Land situate in Grundy
 " County aforesaid viz the South west quarter of the north
 " west quarter of section twelve (12) Township thirty three
 " (33) North of Range Eight (8) East of the third Principal Meridian

" And afterwards to wit on the fifth day of August
 " in the same year last aforesaid I further levied on
 " the undivided two thirds ($\frac{2}{3}$) of the west half of the South
 " west quarter of section thirty five (35) in Township thirty
 " four (34) North of Range seven (7) East of the third

" Principal Meridian

" And afterwards to wit on twenty fourth day of August in
 " the year of our Lord 1858 I proceeded between the hours of
 " nine in the morning and the setting of the sun of said
 " day to wit at two O'clock P.M. at the North door of the Court
 " house in Morris in said County to sell said South
 " west quarter of the north west quarter of section twelve (12)
 " in Township thirty three (33) North of Range Eight (8) East
 " of the third Principal Meridian in pursuance of public
 " notice thereof previously advertised by putting up
 " the same in printed and written form in three of
 " the most public places in said County to wit one
 " at the Court house one at the post office and one
 " at Goulds Corner in the City of Morris in said
 " County and having caused a similar notice to be
 " published for three successive weeks once in each

" week in the "Gentry County Herald" a newspaper
 " printed in said county and then and there sold
 " the same to Booz W. Atherton by public auction at
 " and for the sum of One Hundred dollars, that being
 " the highest and best bid offered therefor
 " And afterwards to wit on the twenty eight day of
 " August in the year last aforesaid I proceeded between
 " the hours of nine in the morning and the setting of
 " the sun of said day to wit at the hour of two o'clock in
 " the afternoon at the north door of the court house in
 " Morris in said Gentry County to sell said undivided
 " two third of the West half of the Southwest quarter of section
 " thirty five (35) Township thirty four (34) north of Range Seven (7)
 " East of the third Principal Meridian in pursuance of
 " notice in writing and in print given and advertised
 " for the space of twenty days previously by putting up the
 " same at three of the most public places in said
 " Gentry County to wit one at the Court House in the
 " City of Morris in said County on at the post office in
 " said Morris and one at Judge's Corner in said Morris
 " and having caused a similar notice to
 " be published for three successive weeks once in each week
 " in the "Gentry County Herald" a newspaper printed in
 " said County and then and there sold the same to
 " Booz W. Atherton by public auction at and for the
 " the sum of One hundred dollars the same being the
 " highest and best bid offered therefor

" M. O. Wallace Sheriff by W. A. Wood Deputy

- " Rec^d 28 Aug 1858 of Shff One hundred seventy seven Dollars
 " Eighty seven cents Proceeds of sale of land after deducting
 " costs taxed by Shff B W Atherton Plf Att
 " 998 - Costs of Court
 " 1215 Shffs Costs on Ex
 " 2213 Rec^d of B. W Atherton Plf Att, Post proceeds of sale of 2213
 " Al Wallace Shff
 " By H. W Wood Deft

And afterwards on the 11th day of December 1858 there was filed in the office of the Clerk of said Court a Precept in the words and figures to wit

" Hoskins Nishels & Co
 " vs Gentry County Court
 " Alexth Selfer Clerk ipus Alias Ex for Balance
 " 11 Dec 1858 B. W. Atherton Plf Att

On the back of the said Precept are the words and figures following to wit

" Filed Dec 11/58 P W Armstrong Ck"

And afterwards to wit on the 11th day of December 1858 there was issued out of said Court an Alias Execution and Ju Bill in the words and figures following to wit

" State of Illinois
 " Gentry County

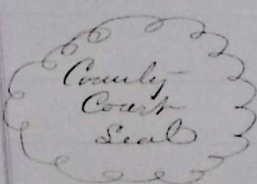
The People of the State of Illinois to the

" Sheriff of said Grundy County Greeting

" We command you as of late we did That of
 " the goods and chattels, bonds and tenements of
 " Alexander Selfor Defendant in your County, you
 " cause to be made the sum of Two Hundred and
 " seventy Four Dollars and fifty cents, which Hoskins
 " Shiskels & Co Plaintiffs lately in the County Court of
 " said Grundy County, at a term thereof begun and
 " held at Morris in said Grundy County, on the
 " First Monday of March AD 1858 recovered against
 " the said Defendant and which by the said Court
 " was adjudged to the said Plaintiff for their damages
 " Less Two Hundred Dollars for sale Real Estate Aug
 " 28 AD 1858

#7
20
" And also, the further sum of Nine Dollars and
 " seventy five cents, which were adjudged to the said
 " Plaintiffs for costs and charges in that behalf
 " expended, whereof the said Defendant does stand
 " convicted as appears to us of Records: And have
 " you these moneys ready to be render to the said
 " Plaintiff for their debt and costs aforesaid, and
 " make return of this writ with our endorsement thereon
 " in what manner you shall have executed the
 " same, in ninety days from the date hereof

" Witness our Hand and the seal thereof at Morris in
 " said County this Eleventh day of December AD 1858
 " J W Armstrong Clerk



" Whole No 257 Term No Ex No 256

" Fee Book W Page 197

" State of Illinois Gmndy County March Term AD 185

" In the matter of

" Hoskins Huickell & Co } County Court

" vs } Just Bill

" Alexander Selfer } Plaintiffs Comrs

" Mar ch 1858 Court fee 29 doc suit 10 fil gmc 5 bond & fil 15 2.30

" Sumo & fil 45 app & atty 15 fil doc & copy claim 10 70

" Mo for rule to plead 20 Ord of comr 20 Ent sumo 20 60

" Mo for default 20 Ord to call defendant 20 Ord to assess 20 60

" A ppet & rept 20 Ord of judge 20 Entry do 25 65

" doc judge 10 Ord of Ex 20 Ex & fil 45 doc 10 85

" Sr 10 Satisfac 15 Bill costs 30 Copy 20 75

" doc & fil fee bill 15 Certif & seal 35 Sr 10 Satisfac 15 75

" Sheriff's fee on sumo fil gmc for Ex 5 75

" Mar 11 1858 Fil gmc for alias Ex 5 Ex & fil 45 50

" doc 10 Sr 10 Satisfac 15 Copy bill costs 20 55

" doc & fil alias fee bill 15 Certif & seal 35 50

" Sr 10 Satisfac 15 25

" 9.75

" I P W Armstrong Clerk of the Gmndy County Court, do

" hereby certify that the above and foregoing is a

" true copy from my fee Book of filiffs costs in the

" above entitled suit

" Witness my hand and the

" seal of said Court

" S W. Armstrong Clerk

" Defendants Costs in the foregoing entitled Matter
 " 1858 March Term

" March 1858 Appr & Atty 15 Feb Jplew 5 Ord overruling 20 40
 " Mo for leave to withdraw Jplew 20 Ord of 20 40
 " Bill costs 30 Copy 20 doc of lib Juries 15 Certif 35 100
 " Ex 10 Satisfac 15 25
 " Dec 11 1858 Copy Bill Costs 20 Certif & Seals 35 55
 " doc of lib alias 15 Ex 10 Satisfac 15 50
 " 5.10

" I P. W. Armstrong Clerk of the County Court of Grundy
 " County do certify that the above is a true copy from
 " my Book of Debt Costs
 " Given under my hand and the seal of said Court
 " P. W. Armstrong Clerk

" State of Illinois } ss
 " Grundy County }

" The People of the State of Illinois, to the
 " Sheriff of said Grundy County Greeting
 " We command you that if the above or within said Bill
 " amounting to three dollars and ten cents, shall not
 " be paid within thirty days after being by you demanded
 " you cause the same to be levied of the goods and
 " chattels, lands and tenements of Alexander Seifer
 " in your County according to the statute in such case
 " made and provided and make return of
 " this writ, within ninety days, as the law directs,
 " with an endorsement hereon, in what manner

22

Witness P. O. Armstrong Clerk of said
Court and the seal thereof at Morris in said
County this Eleventh day of December A.D. 1858

J W Armstrong Clerk

" Received this execution this 13 day of December AD 1858 at 10
" o'clock and minutes AM. J R Webber Sheriff

State of Illinois

Grundy County }^{ss} By virtue of the writs and going
execution and process I have levied on One Steam
Engine and Boilers now on the premises of the within
named defendant one mile east of Union the 14th Day
of January AD 1859 as I am lawfully commanded
21 April 1859 left Gray one hundred twenty seven⁹⁵
in consideration of which the above levy with a part of
Plfs is discharged J R Stebbins Sheriff

Prof C Webber Esq

23 " Also all of the following described property to-wit
 " being the undivided half of the same commencing
 " at a point four & $\frac{4}{100}$ chains East of the North West
 " corner of the west half of the North West quarter of
 " section No Two (2) in Township No Thirty three (33)
 " North of Range ^{no} Seven (7) East of 3^d P.M. Running thence
 " East Nine & $\frac{5}{100}$ chains Thence South Eleven " chains
 " to the centre of the Illinois & Michigan Canal thence
 " in a South westerly direction along the
 " centre of said Canal to a point twenty one (21)

" chains South of the Place of beginning Thence
 " North twenty one (21) chains to the Place of beginning
 " containing 15 & 7/100 Acres (more or less)

" J. R. Webber Sheriff
 " In Pursuance of a legal notice I did offer at for
 " sale at the Door of the Court in Morris the above
 " described real estate I was struck off to Chas. W.
 " Haskell by his Attorney B. M. Atherton for the
 " sum of one hundred & fifty dollars it being the
 " highest and bid therefor this the 19 day of April
 " 1859 J. R. Webber Sheriff

Attached to the said Execution are the words
 and Figures following to wit

" Received of Alexander Telfer one hundred & fifty
 " dollars part of Damages together with twelve dollars
 23 " thirty five costs of court and fifteen dollars thirteen
 24 " cents in full of my fees to this day 21 April 1859

" J. R. Webber Sheriff
 " 21 Apr 1858. Rec^d of J. R. Webber Sheriff one hundred
 " fifty dollars part of damages and nine dollars
 " ninety eight cents for court costs advanced by me
 " to Shiff Wallace on sale of Land 28 Aug 1858

B. M. Atherton Attorney for Horatio Haskell & Co
 " Rec^d 7 Oct 1859 of J. R. Webber fifty dollars on Ex^t Horatio
 " Haskell & Co v Telfer

B. M. Atherton atty for R. P. P.

" Hoskins Huskell & Co

" v

" Alex Telfer

} Ex from Circuit Court

} Ginnely Co

Recd of J R Webber Shff

" Fifty dollars to apply on Ex in this case 23 Aug 1859

B M Atcherson Ry att

" Received Fifty dollars in full of the within execution

" this the 7 day of October 1859 J R Webber Shff

The following words and figures are endorsed on said execution.

Alias Execution

" Ginnely County Court Fee Book A Page 197 To & No 257

" Hoskins Huskell & Co

" Alexander Telfer

24

" Less \$200⁰⁰ Interest

32.31

25

" Cnts Plaintiffs

9 75

" Defendant

3 10

" Debt

574 50

" Total amount

587.35

" Judgment March 2

1858

" This writ issued Dec 11

1858

" Return day March 11

1859

Sheriffs Fees

" Executions

100

" Advertising Property

325

" Miles travel

10

" Commission on \$

928

Returning Execution	10	
Certificate of Purchase two	50	
File " "	50	
Advised	50	15.13

Filed in the County Court and approved me this 15 day
of Oct. 22 1859
B. W. Arthurton plff atty

State of Illinois
Grundy County ss

I Samuel B. Thomas Clerk of the County
Court within and for said County and State do hereby
certify that the above and foregoing is a full true &
perfect copy of the records of the proceedings had
in said Grundy County Court in the cause therein entitled

26 And I do further certify that the foregoing are
full true and perfect copies of the Precip's Sum-
-mons, Declaration Note & endorsements thereon, Execu-
-tion's & the Bills & Endorsements thereon - filed in said
cause & now remaining in my said office



Witness my hand and the seal
of said Court at Morris in said
County and State this 15 day April 1863
Samuel B. Thomas Clk

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Sheriff of the County of

Cook

Greeting:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the Circuit Court of Cook - County, before the Judge thereof, between Philip H. Keohane

plaintiff, and The Michigan Central Rail Road Company garnisher of Joseph W. Lighton

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

as we are informed by the complaints of said defendant the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said Philip H. Keohane

that he be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if he shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Philip H. Keohane

notice, together with this writ.

Witness, The Hon. John D. Caton, Chief Justice of our said Court; and the Seal thereof, at Ottawa, this 25th day of March in the Year of Our Lord One Thousand Eight Hundred and Sixty one

L. Deland

Clerk of the Supreme Court.

J. B. Rice Deputy

92
~~54~~ 54 27
The Michigan Central

Rail Road Company

No.

vs.

Philip H. Keohane

7

SCIRE FACIAS.

FILED

Apr. 24

A. D. 1862

L.eland Gleck.

the within sum
of pounds & not pence
in my counts the 4th
day of May 1861

retire 10
A. L. Henry Sherrill
By Wm. F. Lee & Co. atty