

No. 12736

Supreme Court of Illinois

Myers

vs.

De Graff et al

71641  7

~~13~~ 13
H. De Graff et al.
George W. M. M. M.

13

127346

1856

(Copy)

Of Papers and proceedings lately had before
the Champagne Circuit Court at the May Term
1854, wherein George H. Myers is Plaintiff and
Joseph J. Brown is Defendant. On Stockman
(Copy of Aff'd.)

Be it remembered that on the 10th day of February
1854 before the undersigned J. K. Webb Clerk of
the Circuit Court in and for the County of Champagne
and State of Illinois, personally came Geo. H. Myers
who being by me first duly sworn is deposed and says
upon his oath that Joseph J. Brown is justly indebted
to him in the sum of \$180. according to the tenor of
a promissory note made on the 19th January 1854
by said Brown to said Defendant and on the 10th
February 1854, and an account in the sum of \$180. for one
Horn sold and delivered to him by his request and
that said Joseph J. Brown is about to depart from
the State with the intention of having his affairs
removed from this State to the injury of this affi-
dant as he is informed & verily believes and farther
says not.

Sworn & Subscribed before George H. Myers
on the 11th day of February 1854
J. K. Webb Clerk, Champagne
(Circuit Court)

(Copy of Bond)

Know all men by these presents that we George H.
Myers and Michael J. Brown of the County of Cham-
pagne and State of Illinois are held and jointly bound
to Joseph J. Brown in the sum of Twenty hundred
Dollars current money of the United States for the
payment of which well and truly to be made and
done we bind ourselves our heirs & executors and

administrators jointly severally & firmly. Sealed
with our seals & dated this 17th day of February 1854

The condition of the above obligation is such that
whereas the above boundest George W. Myers has
on the date hereof prayed an attachment out of
the Circuit Court of Champaign County Illi-
nois at the suit of said George W. Myers against
the estate of the above named Joseph P. Brown for the sum
of ~~Three hundred and~~ ^{thirty} dollars and the same
being about to be sued out of said Court returnable on
the first day of the next Term of the Circuit Court
of said County to be held for said County at the Court
House in Urbana on the 22nd day of May next.

Now if the said George W. Myers shall pro-
ceed his suit with effect or in case of failure therein
shall well & truly pay and satisfy the said Joseph
P. Brown all such costs in said suit and such dam-
ages as shall be awarded against the said George W.
Myers his heirs executors & administrators in any
suit or suits which may be hereafter brought for any
fully paying out said Attachment

Then the above ob-
ligation to be void otherwise it remain in full force
and virtue.

Signed sealed and delivered George W. Myers
in presence of J. R. Miller & M. S. Coffey Esq

(Copy of Attachment)

The People of the State of Illinois,
of the County of Champaign County, greeting,
Whereas George W. Myers has complained on
a bill to J. R. Miller Clerk of the Circuit Court of
said County that Joseph P. Brown is indebted

State of Illinois, } Champaign county circuit
Champaign county; } court, May term, 1854.

George W. Myers, }
vs. } In attachment.
Joseph J. Brown. }

The above named defendant, Joseph J. Brown, will take notice that on the 17th of February, 1854, the above named plaintiff, George W. Myers, sued out at this court a writ of attachment against the estate of said defendant, for the sum of \$435.00, alleged to be due and owing by said defendant to said plaintiff; that the sheriff of said county, to whom said writ was issued, has returned the same to this office, with the following endorsement thereon:—Served the within summons by reading the same to C. C. Peck and E. W. Wainwright, as garnishees, on the 17th day of February, 1854—no property found whereon to levy this attachment; defendant not found.

P. STIDHAM, Sh'ff."

That unless the said defendant, Joseph J. Brown, shall be and appear on the first day of the next term of said circuit court, to be held for said county at the court house in Urbana, on the 22d day of May 1854, at which time and place said writ is made returnable, and give bail and plead to such action, judgement by default final will be rendered against him for said debt and the amount in the hands of said garnishees will be adjudged to pay the same.

W. D. SOMERS, Att'y.

T. R. WEBBER, Cl'k.

March 29, 1854.

Cod Liver Oil.

A pure article, for sale at the Urbana Drug Store, by J. W. JAQUITH.

WINDOW GLASS & PUTTY, 8x10—10x12—10x14 Window Glass and Putty to set with, for sale by J. W. JAQUITH.

JOB PRINTING, of all descriptions done with neatness and dispatch, at the Union Office.

PARKER'S garden seeds at our store, RUSSELL & PRICE.

VINEGAR of the best quality, at the store of RUSSELL & PRICE.

YOUNG Hyson, Imperial and black teas for sale by RUSSELL & PRICE.

WHITE lead and oils of various kinds, by RUSSELL & PRICE.

CORDAGE, bed cords—ropes, twines, &c., at RUSSELL & PRICE'S.

RAISINS, Figs, Dates and English Currants of the finest quality at RUSSELL & PRICE'S.

Just Received.

RUSSELL AND PRICE have an extra assortment of Boots & Shoes; comprising various kinds of Ladies' wear. Come and see.

March 9, 1854.

incurred by said George H. Myers in the sum
of Ten Thousand Six Hundred and fifty five Dollars and
cents being also made out the said Joseph H.
Myers so about to depart this life with intima-
tion of having his effects and personal property
removed without the limits of the County to the
injury of said George H. Myers ^{the said George H. Myers} having given bond
with security according to the act in such cases
made and provided;

The Sheriff of said County is that
you attach so much of the Estate and person-
al of the said Joseph H. Myers to be found in
your County as shall be of value sufficient
to satisfy the said Debt and Costs according
to Complaint & such Estate in your hands.
So secure that the same may be liable to be
the proceedings there, according to law at a
Court to be held for said County at
the Court House in Urbana on the 25th day of
May next so as to compel the said Joseph H. Myers
to appear and answer the Complaint of the said
George H. Myers and that you also summon
C. H. Wainwright, C. C. Dick & Company & Sons
Dees, as guaranties to be and appear at the
said Court on the first day of the next term
thereof and there answer what may
be objected against them when & where you shall
make known to the said Court how you have pro-
ceeded the writ & have given them & there the same
William A. Miller Clerk of said Court
Circuit Court this 17th day of May 1854.
J. R. Hittner

E. D.

(Sheriff's return on the Writ.)

No property found in the County of...

to pay the Attachment, but
 having the within summons by return
 to J. C. Cook & Co. H. H. Wright, Quartermaster
 on the 17th day of February 1851. The De-
 fendant has not been served with process.

Debit \$100.
 Charge 75
 Balance 10
 200

J. J. Richards, Clerk
 Champaign County, Ill.

(Notice - Copy of)

This is to certify that the
 annexed advertisement was
 published in the "Urban Advocate"
 a weekly newspaper of general
 circulation published at Urbana
 Champaign County, Illinois eight
 consecutive weeks commencing
 on the 29 day of March 1851

P. J. Richards Secy. Ill.

Received payment.

J. C. Cook & Co. Urbana, Ill.

(Copy of Declaration)

State of Illinois Champaign County Court
 Champaign County Ill. of the May Term 1851.

George H. Meigs the plaintiff in this last
 Complaint of Joseph J. Suggs Defendant who
 has been summoned &c. of a plea of Verdict

the case upon promises.

For that whereas the said
Deft. heretofore to wit: on the 19th day of January
1811 at the County & State aforesaid by the name &
style of J. J. Brown made his certain promissory
note the writing bearing date a certain day and
year therein mentioned, to wit the day & year
aforesaid and thereby then and there promised
to pay on the 15th day of February A.D. 1811 to
the Plaintiff the sum of three hundred & fifty
Dollars and then & there delivered the said pro-
missory note to the said Plaintiff by means thereof
and by force of the Statute in such cases made &
provided, the said Deft. then & there became bound
to pay to the said Plaintiff the a. sum of money
in the said promissory note mentioned accord-
ing to the tenor & effect of said promissory
note & being so bound he the said Deft. in consid-
eration thereof afterwards to wit: on the day &
year aforesaid at the County & State aforesaid
waded took and then & there faithfully promised
the said Plaintiff to pay him the said sum of
money in the said promissory note & being
according to the tenor & effect thereof.

And whereas also the said Deft. after-
wards to wit on the day & year aforesaid at
the County & State aforesaid was indicted &
by the said Plaintiff in the further sum of four hundred
and fifty Dollars lawful money &c.
for divers Horses, mares, geldings, bunt cows, &c.
that Cattle, Cows & Chattle by the said Plaintiff
by and at his sole and disbursement to the said
Defendant and at his & several pastures, and
against and being so indebted to the said
Plaintiff in consideration thereof afterwards

to wit on the day & Year aforesaid at
the County and State aforesaid undertook &
there & there faithfully promised the said
plaintiff to pay him the said last mentioned
sum of money when he the said defendant should
be thereunto afterwards requested.

And whereas also the said Deft after-
wards to wit on the day & year aforesaid
at the County & State aforesaid was indebted
to the said plaintiff in the further sum of One
Hundred and Eighty Dollars of like lawful
money for so much money by the said
plaintiff lent and advanced to the said
Deft before that time and at his special in-
stance & request & being so indebted he the
said Deft not considering thereof afterwards
to wit on the day & year aforesaid at the
County & State aforesaid undertook & there &
there faithfully promised the said plaintiff to
pay him the said last mentioned sum of
money when he the said Defendant should
be thereunto afterwards requested.

Yet the said defendant not regarding
his said promises and undertakings but intend-
ing & continuing to defraud & deceive the said
plaintiff in this behalf hath not ^{yet} paid
the said sum of money or either or thereof
or any part thereof to the said plaintiff
although often requested so to do but he
doth & hath hitherto wholly refused & still
refuses to pay the same or any part thereof
to the said plaintiff to the damage of the
said plaintiff of Four Hundred & thirty
Nine Dollars & therefore he brings

his Quis.

Will. D. Somers atty.

Copy of note

Due George W. Mayers Three
Hundred and Eighty Dollars the 13th Feb.
ary. This January 19th 1851.

Attest
John H. Thomas

1851.

Joseph J. Brown to George Mayers &

To Cash paid	\$ 79.00
To Horses, Hares, & Gilings, Cows	
Wheat &c	380.00

(Copy of Interrogatories)

Interrogatories to be answered by C. H. Mayers
wright & De Graff, Lindley who have been sum-
moned as Guardians in Attachment, proceed-
ing in the Champlain Circuit Court and State
of Illinois, wherein Geo. W. Mayers is plaintiff,
and Joseph J. Brown is Defendant:

1. State whether or not you or either of
you on the seven last day of February 1851, ha-
ve or have possession can control or power any effects
Chas in action or property belonging to the Defendant
Joseph J. Brown. If so state & designate the same
particulars.

State whether whether or not you or either
of you on said 1st Feb. 1851 at the time
of the service of the process of Attachment were
indicted in any case in the Dist. Court of

Is now if he state the Amount by you, or
either of you owing to said Defendant, in what
manner indebted, & by whom indebted.
W. D. Jones p. l. l. l.

(Copy of Answers)

We answer of Edward H. Hainwright & De-
Craff & Lindsey Guaranties in ^{the} Attachment suit
in the Champagne Circuit Court wherein
George H. Meyer is Plaintiff & Joseph F. Brown
is Defendant, to the Interrogations filed by said
Plaintiff.

These Guaranties say that neither
they nor either of them have any or the interest
of J. F. Brown in this suit or out of it as yet
on the 17th of February last.

Neither does the said Hainwright
own the said J. F. Brown any ^{thing} on
on said 17th day of February last.

They admit that said DeCraff &
Lindsey do owe said Joseph F. Brown the
sum of ~~\$446.44~~ \$44 cents, and did on said
17th day of February last - that said sum was
is a balance due for the purchase of life -
that their receipts are out for the same -
and they have been notified that said receipts
are in the hands of Peacock & Battlett at
Kankakee in Kankakee County Illinois,
and that they have been signed by said Brown
to one Leckitt C. Norton - This notice was
received by said DeCraff & Lindsey a
day or two after the 17th of February
last.

Edward H. Harrington

Shewn to & Subscribed
before me 23rd May 1854
J. R. Tucker Clerk.

(Copy of Judgment.)

George W. Myers

21.

Joseph J. Brown

In Attachment.

This day came the plaintiff and it appearing to the Court that the defendant has been duly notified of the pendency of this suit by a publication in a newspaper & he being ~~and he being~~ three times solemnly called ~~came~~ not but made default—It is therefore ordered by the Court that the plaintiff recover of the defendant his damages herein sustained but because those damages are unknown to the Court, a jury venire who after hearing the evidence asept said damages at the sum of Three Hundred & two Eighty Six dollars and twenty cents. It is therefore adjudged by the Court that the plaintiff recover of the said defendant the sum ^{together} the aforesaid with his costs herein expended. And now the quarantines herein set off & Lindsley having answered that they are indebted to the said Joseph F. Brown in the sum of Four Hundred & Six dollars & Sixty four cents. It is therefore adjudged by the Court that the plaintiff recover of the said Whaff & Lindsley the sum of Three hundred & Eighty Six dollars & twenty cents. together

with this will herein expressed and that he
have Execution therefor?"

State of Illinois Sp.
Champaign County J. Thomson R. Nelson
Clerk of the Circuit Court
in & for said County, do hereby Certify that
the foregoing contains a true Copy of the
papers proceedings & final judgment in a
Cause lately pending before the Circuit of said County
at its May Term thereof 1854 wherein George
W. Briggs was Plaintiff & Joseph H. Brown was
Defendant.

In testimony whereof I have to
set my hand & affix the seal of said
Court at Urbana, this 2nd day of Sep 1854

J. R. Webster Clerk

Filed June 4 1854
J. H. Harrison
Clerk

(Revised)

And the said Degroff & Linsley
now come and say that in the
record and proceedings of said case
is manifest error in this to wit

1st That the Court erred in entertaining
jurisdiction of this case as against
said Degroff & Linsley

2nd That the Court erred in giving
judgment against said Degroff
and Linsley as garnishees without
their being first summoned as
garnishees

3rd The Court erred in giving judgment
against said Degroff without
their Christian names being mentioned
in any of the papers or proceedings
in said case

4th The Court erred in giving
judgment against said
Degroff and Linsley
Wherefore the said Degroff & Linsley
pray that a Citation and Supersedeas
may issue and that the said judgment
may be reversed

annulled and held for nothing
and that they may restore
to all things they have lost by
reason thereof

A Deed of
Charles Linsley &
Daniel C Linsley
By C. H. Drake their
Attys

That a supersedeas issue upon the above record, as
to the above plaintiffs in error by their filing a
bond in the usual form to the sum of five
hundred dollars, with Thomas P. Bonmeter as
C. R. Strawn surety.

C. H. Drake

Filed Sept 29, 1854.
V. Delaware Co. N. H.

Transcript

Sept 29th & Linsley
20
George W. Miller

STATE OF ILLINOIS,

Supreme Court,

} ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the county of *Champaign* - Greeting:

BECAUSE in the record and proceedings, as also in the rendition of the judgment of a plea which was in the circuit court of *Champaign* county, before the Judge there-
of, between *George W. Elgers*

plaintiff, and *A. Delgraff, Charles Lindsey and
Daniel C. Lindsey*

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

as we are informed by *their* complaint, and we being willing that error, should be corrected if any there be in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint, aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the county of La Salle, on the *2^d Monday in June* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law;

WITNESS, the Hon. **SAMUEL H. TREAT**, Chief Justice
of our said Court, and the Seal thereof, at Ottawa, this *29th* day of *September*
in the Year of Our Lord One Thousand Eight Hundred and Fifty-four.

L. Selander
Clerk of the Supreme Court.

A. Delgraff stat.
George W. Myers
Mitt of even

Filed Sept. 29. 1854.
Shelton Ck.

STATE OF ILLINOIS,

Supreme Court, }

ss.

The People of the State of Illinois,

To the Sheriff of the County of Champaign - Greeting:

BECAUSE in the record and proceedings, and also in the rendition of the judgment of a plea which was in the circuit court of Champaign county, before the Judge thereof, between George W. Myers plaintiff and A. Delgraff, Charles Linsley & Daniel C. Linsley.

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

as we are informed by ~~their~~ complaint, the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the state of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; therefore we command you, that by good and lawful men of your county, you give notice to the said George W. Myers

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 2nd Monday in June next, to hear the records 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 George W. Myers

notice, together with this writ.

WITNESS, the Hon. Samuel H. Treat, Clerk of Justice of our said Court, and the Seal thereof, at Ottawa, this 29th day of September in the Year of Our Lord One Thousand Eight Hundred and Fifty-four.

L. Seland

Clerk of the Supreme Court.

St. George's. 27th March.

George M. Myers

Sei. da. 6

June 1855.

Thine
June 24. 1885
A. Deland Ellis

The return writ was served upon George B. Myers on the 2nd day of June 1835 by reading the same to Alfred Pocock a good and lawful man, citizen of this County.
J. M. Gibbs Sheriff, Champaign County Illinois
per P. Hildham Deft,

Service 50
 meals 30
 return 10

 \$ 1.10