

12013

No.

Supreme Court of Illinois

Scamron.

vs.

Adams, et al.

71641  7



State of Illinois }
Kendall County } Pleas before the Honorable
Giles Spring Judge of the Cook
County Court presiding as Judge of the Circuit Court
of Kendall County in said State at a Special
Term of the Circuit Court of Kendall County
begun and held at the Court House in Oswego
in said County on the twenty sixth day of November
in the year of our Lord one thousand eight hund-
red and forty nine --

Present

The Hon Giles Spring Judge as aforesaid
/ Bruton L. Cook State Atty
Wm L. Fowler Sheriff
John W. Crother Clerk

Be it remembered that herefor-
to wit on the 19th day of June in the year of our
Lord one thousand eight hundred and forty
seven certain ^{appeal} papers were filed in the office
of the Clerk of said Court, in the words and figures
following to wit:

State of Illinois }
Kendall County }

The people of the State of
Illinois to any Constables

of said County Greeting.

You are hereby commanded
to summon Earl Adams Wilson Messengers Samuel
L. Hummiston John Litzig Edward Edgerton & Birr
Bristol to appear before me at my office in Oswego
on the 31st day of December 1846 at 12 o'clock M. to answer
the complaint of S. Young Scammon for a failure
to pay him a certain sum not exceeding one hundred
dollars and thereof make due return as the Law
directs -- Given under my hand and seal

this 19th day of December A.D. 1846.

Nonnan Lodge *Recd*
Probate Justice of the Peace

and on the back of which were the following endorsement and returns -

"A. Young Scammon"

"
Earl Adams
Nelson M. Spurger
Samuel S. Hamniston
John Litsey
Edward Edgarton
Burr Bristol

Demand \$34.85
Summons 18³/₄
Locketing 12¹/₂

Personally served by reading to the above named Defendants - Dec 24th 1846

C. B. Chapin Const

Serving & Returning \$1.75
Mileage 7.20
8.95 "

Also a transcript in the word, figures following to wit

A. Young Scammon } 1846. December 19th summons issued
" } for \$34.85 Returnable December 31st 1846
Earl Adams } at 12 o'clock M. Summons filed in
Nelson M. Spurger } this office in due time with the following
Samuel S. Hamniston } endorsement. Personally by reading
John Litsey } to the above named Defendants Dec
Edward Edgarton } ember 24th 1846 - Summ. returning
Burr Bristol } \$1.75 Mileage \$7.20 C. B. Chapin Const
1846. December 31st at 12 o'clock M

suit called Plaintiff came by Randall his attorney and
 presented a note copied below
 Judgment for \$30.00 or before the first day of April ad.
 Defendants for 1844 for value received or jointly received
 Carl. Bush & Co. promise to pay Jacob Metzger or order
 Summons 18 3/4 seventy dollars. With my own hand and
 Seals at Georgetown State of Illinois this
 day 3rd 18 3/4 second day of August A.S. 1843.

Sub	18 3/4	(Signed) Carl Adams	Real
Entering Judgment	25	N. Neffenger	Real
Appeal	25	S.A. Hammington	Real
Transcript	25	John L. Lee	Real
Certificate	25	Edmond Edgerton	Real
Costs Chapins for \$8.95		Barr Bristol	Real

On the back of which was the following
 Defendants with indorsement.
 A. R. Lodge 50 Received on the within Nov 28, 1844 thirty dollars & 30 cts
 Jacob Metzger 50 Received on the within Feb 14th 1845 twelve dollars & 12 cts
 George Bristol 50 Pay the within to Barkus & Bust or order Jacob Metzger
 (and signed) Barkus & Bust

Defendants came by Pitzer brothers their attorneys
 and objected to the admission of the foregoing note
 for the assignment was not proven, motion overruled by
 the Court. The Defendant plead payment and having
 been heard by the Court. judgment was rendered against
 the Plaintiff for Costs.

It is considered by the Court that
 the Defendants recover of the Plaintiff his costs of this
 suit to be taxed in the margin.

Bond filed and appeal taken this 18th day of Jan'y 1847
 State of Illinois

Randall County. I hereby certify the foregoing to be truly copied
 from my docket and a true statement of the proceedings in
 the above entitled cause. Given under my hand this 19th day of
 January 1847. Norman Lodge Probate Justice of the Peace

On the back of which were the following indorsements
to wit. Kendall Circuit Court

J. Young Scammon vs Earl Adams. Manuscript
Filed Jun. 19th 1844 A.B. Smith clk

Also a note in the words & figures
following to wit -

"\$70 On or before the first day of April
A.D. 1844 for value received we jointly & severally
promise to pay Jacob Metzker or order twenty
dollars. Witness our hands and seals at
Georgetown State of Illinois this second day
of August A.D. 1843

James H. Whitney attut	Earl Adams	
	N. Mepenger	
	S.A. Thomaston	
	John Siter	
	Edward Edgerton	
	Burr Bristol	

On the back of which were the following indorsements
to wit "Rec'd on the within Apr 28, 1844. Thirty dollars
J & S. \$30"

"Rec'd on the within Feb 15 1845 twelve
dollars \$12." of

Pay the within note to Barker West or
order Jacob Metzker"

"Barker & West"

Also a Bond in the
words and figures following to wit -
Know all men by these presents that we J. Young
Scammon and George W. Meeker of the County
of Cook in the State of Illinois are held and
firmly bound unto Earl Adams, N. Mepenger
S.A. Thomaston John Siter Edward Edgerton and
B. Bristol in the penal sum of fifty dollars lawful

money of the United States for the payment of which
will and truly be made we bind ourselves our
heirs Executors and administrators jointly
severally and firmly by these presents. Witness our
hands and seals this fifteenth day of January
A.D. 1847.

The Condition of the above obligation is such
that whereas the said Adams Messinger Thoms-
ton, Siting Edgerton & Bristol did on the thirty
first day of December A.D. 1847 before Norman Dodge
Probate Justice of the Peace for the County of
Kendall recover a judgment against the
above bounden J. Young Scammon for the
sum of \$12.14 costs from which judgment the
said Scammon has taken appeal to the Circuit
Court of the County of Kendall aforesaid and
State of Illinois.

Now if the said Scammon shall
prosecute his appeal with effect and shall
pay whatever judgment may be rendered
by the Court upon dismissal or trial of said
appeal. Then the above obligation be void,
otherwise to remain in full force and effect.
Approved by me at my
Office this 18 day of } J. Young Scammon
January 1847 } Geo W. Mucker

Norman Dodge, Probate Justice of the Peace

On the back of which were the following instruments re-
corded. "Mr Marcus A. Fenton is authorized to
make any alterations and corrections of the within
Bond which he may think necessary. Witness our
hands & seals this 15 Jan 1847."

J. Young Scammon
Geo W Mucker

Also J. Young Scammon vs Earl Adams. Bond Filed Jan 19 1847

And afterwards to wit on the nineteenth day
of January in the year of our Lord one thou-
sand eight hundred and forty seven the
same being one of the days of vacation pre-
vious to the April term of said Court in the
year last aforesaid a summons was issued
from the office of the Clerk of said Court in
the words and figures following to wit -

"State of Illinois
Kendall County The people of the State of Illinois
to the Sheriff of said County greeting -
We command you that you summon Earl Adams
Nelson Mepingo J. D. Hummiston John Setty
Edward Edgerton Burr Bristol if they shall be found
in your County personally to be and appear before
the Circuit Court of said County on the first day
of the next term thereof to be holden at the Court
House in Oswego in said County on the second
monday of April next to answer unto George
Scammon in a certain action of appeal from
a Judgment of Norman Dodge Probate Justice
of this Place. And have you then and there
this writ with an endorsement thereon in
what manner you executed the same.

Witness
Circuit Court
Kendall County
19th day of Jan in the year of our Lord one
thousand eight hundred and forty seven
A. B. Smith Clerk "

And afterwards to wit on the tenth day of April
in the year aforesaid the said summons was return-
ed to the office of the Clerk of the Circuit Court with
the following endorsement thereon to wit -

"Executed this Sum by Reading to E. Adams N. Mepingo

S. S. Hunniston E. Edgerton and Burr Bristol April
 3rd 1847. Drawn S. Cornell Sheriff by C. B. Chapin Deputy
 Writing & Retaining \$ 3.13
 Milage 5.76
 8.89"

And afterwards to wit on the twenty third day of
 August in the year of our Lord one thousand eight
 hundred and forty seven. The same being one of
 the days of the August term of said Court in the
 year last aforesaid certain proceedings were had
 in said Court in the words and figures following
 to wit. "D. Young Scammon Appellant

vs
 Earl Adams and others Appellus

} Appeal

This day by
 the agreement of the Parties to this suit it is ordered
 that the same be continued until the next term
 of this Court "

And afterwards to wit on the nineteenth day
 of April in the year of our Lord one thousand eight
 hundred and forty eight the same being one of the
 days of the April term of said Court in the year
 last aforesaid certain other proceedings were had
 in said Court in the words and figures following
 to wit "D. Young Scammon Appellant

vs
 Earl Adams Et alie Appellus

} Appeal

This day comes
 the Defendant by J. S. Richey & Pitzer Brothers his attor-
 nees and file their affidavit and move the Court for
 a continuance herein for reasons by them set forth
 which motion is resisted by Plff "

And afterwards to wit on the twentieth day of April
 in the year last aforesaid the same being one of the
 days of the term last aforesaid certain other

proceedings we had in said Court in the words
and figures following to wit -

101	D. Young Scammon Appellant	3
	vs	
	Earl Adams Nelson Defendant	3
	S. D. Munson Edward Edgerton	3
	John Little and Barr Bristol appellees	3

} Appeal

And now at this
day again comes the parties to this suit and the
motion for a continuance heretofore made in this
cause is taken up for consideration and the Court
being fully advised in the premises it is ordered
that this cause be continued until the next term
of this Court in Court at the costs of the defendants.

It is therefore ordered and considered by
the Court that the said Plaintiff have and
recover of the defendants all their costs and
charges about this continuance herein expended
and that he have execution therefor."

And afterwards to wit, on the twenty sixth
day of February in the year of our Lord one thousand
and eight hundred and forty nine the same
being one of the days of the February Special term of
the year last aforesaid certain other proceedings
were had in the words and figures following
to wit. " This day it appearing that the Judge of
this Court had heretofore been of counsel in the
following causes now pending and undetermined
in this Court to wit -

101	George Camp & Albert Camp	3
	vs	
	Nathan J. Brady & Wm O. Bash	3
	vs	
	Lord Kimball	3
12	vs	
	William Price	3

} Assumpsit

14

As Young Scammon Appellant

15

Carl Adams Nelson Hefengro
L.D. Gimmerton Edward Edgerton
John Lutz and Burr Bristol Appellees

} Appeal

19

Susan Surgea administratrix of
Relief S. Surgea Dec.

21

Marcus W. Fentore

} Appumpit

26

William Scouton

27

John Miller

} Corruant

81

The Board of Trustees of the
Illinois and Michigan Canal

} Debt for
cutting timber

21

Ira Rutherford

88

Thomas L. Boughton appellee

21

Susan Surgea administratrix of the Estate
of Relief S. Surgea Dec. appellant

} Appellant

29

Sheldon A. Tomblin

21 Appellant

Marcus Stewart

Appellee

} Appeal

⁷⁴
Abram Vogel }
vs Appellant } Appeal
Elio A. Mirus Oppellant }

⁹¹
Susan Townsend }
Christie G. Martin } Case for Standard

⁹³
Susan Townsend }
Christie G. Martin } Case

⁹⁹
Susan Townsend }
Christie G. Martin } Case

And also in the following
Chancery Causes to wit:

³
George B. Hollenback admr of }
of the estate of Clark Hollenback Decd } Bill in Chancery
Catharine Hollenback }

⁵
William Ryan }

¹¹
John R. Bullard admr of } Bill for
Royal Royal Bullard Decd } Injunction
Cornell Sheriff later B. Chapin
Lept. Sheriff John M. Crothers
and Jesse C. Pitze }

No 10
 William Scouten
 vs
 John Miller
 James Miller &
 Stephen B. Crawl.

Bill for
 injunction

No 11
 Mordicai L. Marsh and William Willis
 composing the firm of Marsh & Willis
 Oliver E. Hosmer and Thaddeus Sher-
 man composing the firm of Hosmer,
 Sherman Jonathan B. Marsh William
 H. Baquet & John Northrop composing
 the firm of Marsh, Son & Company
 John L. Nelson and William Gaydon
 composing the firm of Nelson & Gaydon &
 John Van Antwerp & Gaylord Habbell
 composing the firm of

Bill for
 injunction

Sam H. Davis, Ripley C. Beck
 Alexander Boyd & William S. Habbell

It is therefore
 ordered by the Court that all of the aforesaid causes
 be continued over until the next term of this Court

And afterwards now on the twenty
 seventh day of November in the year of our Lord
 one thousand eight hundred and forty nine
 the same being one of the days of the November
 Special Term of the year last aforesaid certain other
 proceedings were had in the words and figures
 following to wit. " S. Young Scammon

3 vs 3
 Earl Adams Nelson Mifflin S. D. 3
 Hammonston Edward Edgerton John S. Sney & Row Burtch 3

3
 3
 3
 Appeal

This day came the Plaintiff by Randall
his attorney & the Defendants by Helme & Seland
their attorneys & by agreement of parties this cause
is submitted to the Court for trial & after having
heard the evidence the Court finds the issue for
the Defendants. It is therefore considered that
the Defendants recover from the Plaintiff their
costs & charges by them expended as well in the
Court below as in this Court & that they have
execution therefor.

And thereupon the Plaintiff by
his said attorney entered a motion for a new trial
which is overruled.

And afterwards to wit on the first
day of December in the year last aforesaid the same
being one of the days of the Special Term last aforesaid
the said Plaintiff came by S. W. Randall and filed
his "Bill of Exceptions" in the words and figures
following to wit:

J. Young Scammon

vs
Earl Adams et al

Be it remembered
that this trial coming on to be heard the Plaintiff
in support of his said action produced the sealed
promissory note of the Defendants on file in
this cause which said note is in words and
figures following:

\$ 70. On or before the first day of April
A. D. 1844 for value received we jointly & severally
promise to pay Jacob Mitzke or order Seventy
dollars. Witness our hands and seals at Georgetown
State of Illinois this second day of August A. D.
1843

Earl Adams

James H. Whitney Attest

W. Musgrave
A. Hurnaston
John Litree
Edward Edgerton
Barry Bristol

Rec'd
Rec'd
Rec'd
Rec'd
Rec'd
Rec'd

On the back of which said note were the following indorsements in words and figures following.

" Rec'd on the within Nov 28. 1844. Thirty Dollars
S. A. \$30."

" Rec'd on the within Feb 14 1845 twelve Dollars
\$12"

"Pay the within note to Barker & Best or order
Jacob Metzker"

"Barker & Best"

The Defendants in support of their defence
then offered in evidence two certain receipts one of
which is in words and figures following.

"Rec'd Chicago Feb 14. 1845 of George Bristol
"twelve Dollars on account of note from Earl
"Adams & Co to Jacob Metzker & indorsed by him
"which is credited thereon.

"J. Young Scammon
"Atty to B. & Best"

And the other of which said Receipt
is in words and figures following.

"Rec'd of George Bristol Thirty Dollars which
"is indorsed upon a note signed by Earl Adams
"and five others dated August 2. 1843 and payable
"to Jacob Metzker or order for \$70.

\$30-

"J. Young Scammon
"Atty to Barker & Best

"Chicago Nov 28 1844"

which said two Receipts were read in Evidence without objection. The said Defendant, then, in the further prosecution of their said Defence offered in Evidence a certain Receipt in words and figures following

"Received May 1st 1844 of Burr Bristol
"Thirty Dollars to apply on a note made
"payable to Jacob Metzger dated about the
"first of August last past given for \$70
"which note is now in the possession of
"Barker & East at Michigan City
"transferred to the said firm by name
"Jacob Metzger"

To the introduction of which said Receipt the Plaintiff by his Counsel objected and the Court overruled the objection and admitted the said receipt to be read in Evidence. To the opinion of the Court overruling the said Plaintiffs objection and admitting the said Receipt the Plaintiff by his Counsel Excepted

The said Defendants then in the further prosecution of their said Defence offered in Evidence the Deposition of Eliakim Briggs on file in this Cause in words and figures following -

State of Illinois vs
Hendall County, & And Circuit Court of said County

J. Young Scammon

Saml Adams, Nelson
Mykewu, S. L. Hummiston
Edward Edgerton, John
Sitsey, Burr Bristol

Appeal

"Deposition of Eliakim Briggs aged about 33 years a Witness in the above entitled suit who is about departing the State taken byustus Burr Esquire a Justice of the Peace in and for the County of Kendall on the 11th day of January A.D. 1849 at the office of the said Justice in the Town of Oswego and County aforesaid in the presence of the said Plaintiff and Defendant on the part of the said Defendants—"

Kendall County ss

Eliakim Briggs being duly sworn deposes and says as follows to wit;

Interrogatory 1st. What is your age occupation and Place of Residence.

Answer to 1st interrogatory— Says his age is 33 years, occupation, Thrashing machine builder, and place of Residence South Bend St Joseph County Indiana.

Interrogatory 2^d Are you acquainted with the parties to this suit, or any of them, or with the firm of Barker & Best of Michigan City in the State of Indiana or with Jacob Metzker of Chicago Illinois if yes how long have you known them.

Answer to Interrogatory 2^d

I have seen the Plaintiff to this suit am not acquainted with him says he is acquainted with the firm of Barker and Best of Michigan City. have known them at least six years. Also acquainted with Jacob Metzker of Chicago in the State of Illinois have been acquainted with him about six years. I know Earl Adams and Burr Bristol Defendants in this suit. have known them some five years last fall. The other Defendants I do not know.

Interrogatory 3^d State whether you were present during the year

"A.D. 1844 at a settlement between said Barker & Best or any person in their behalf and the said Metzker in relation to a Thrashing Machine which said Metzker had taken to sell for them and if so, state who was present, what took place how they settled and whether arrangement was made at that time in regard to a note for about \$70. given by the above named Defendant to said Metzker and if so, state what that arrangement was, fully and particularly,

Objection by Plaintiffs Council

Answer to Interrogatory 3^d

I was present the fore part of March A.D. 1844 at a settlement between Jacob Metzker and Barker and Best in relation to a Thrashing Machine which said Metzker took of said Barker and Best to sell and it was agreed by and between the parties that said Metzker was indebted to the said Barker & Best in the sum of about \$35. on said Machine and the said Metzker delivered to said Barker and Best a certain promissory Note calling for about \$70. and I think endorsed the same for which said Barker & Best were to receive from the first proceeds of said Note about \$35. and then said Note or the avails thereof for the residue were to go to Jacob Metzker or his order. The above Note was signed by Earl Adams and Burr Bristol and others names not recollected.

Interrogatory 4th - Please state whether you have seen the note referred to in Interrogatory 3^d Since this Examination if

Yea State where it was.

Answer to Interrogatory 4th
I have seen the note at this office since the
examination handed to me by Festus Burr Esq.
and believe it to be the same note spoken of in
the settlement mentioned in the answer to
Interrogatory 3^d with the exception of the su-
dorsement thereon for the Receipt of the money
and the name of Barker & Best.

Eliakim Briggs

Randall County

I the Subscriber, a Justice of
the peace of the said County do certify that
the above deposition was taken by me at the
time and place mentioned in the caption
thereof; That the said deponent was first
duly sworn and that the said deposition
was carefully read to the witness and
signed by him.

Dated this 11th day of January A.D. 1849

Festus Burr ~~Esq~~
Justice of the Peace

Justice fees \$1.00

Festus Burr J.P.

In the introduction of
which deposition the Plaintiff by his Counsel
objected and the Court overruled the objection
and admitted the said deposition in
evidence. To the opinion of the Court overruling
the said Plaintiff's objection and admitting
the said deposition the Plaintiff by his Counsel
excepted. And the matter being submitted the
Court found for the Defendant.

The Plaintiff then moved the Court for a new
trial which said motion was overruled by the Court.

To the opinion of the Court overruling
the Plaintiff's motion for a new trial the
Plaintiff by his Counsel Excepted -

And it is hereby certified that this
Bill of Exceptions contains all the evidence
given in the said Case -

Exceptions granted
and allowed by me in open Court -

Liles Spring 

State of Illinois }
Kendall County } John M. Crothers
Clerk of the Circuit Court
in and for said County do hereby cer-
tify that the foregoing is a true transcript
of the proceedings in the above entitled
cause as appears by the Records & files in
my Office -

In testimony whereof I have
hereunto set my hand and
the seal of said Court at Quincy
this 11th day of June A.D. 1850
John M. Crothers
Clerk

Errors Assigned

- 1 Error of the Circuit Court in admitting the deposition of Eliakim Briggs
- 2 Error of the Circuit Court in finding the issues joined in favor of the ~~defendant~~ defendant.
- 3 ~~but~~ Error of the Court in overruling the plffs motion for new trial

J. M. McCall
Plffs & Atty.

J. V. ²²
Dammun

Earl Adams ¹ std

Record & appt.
of Eras -

Fido June 14. 1850.
J. H. and Ch.

Sept 4, 1851

J. Young Scammon

vs

Earl Adams

Nelson Mepenger

J. D. Hamaston

Edward Edgerton

John Letry

Burr Bristol

Supreme Court
3^d Division

Spue writ of error
to the Circuit Court
of Kendall in the
herin described case.

To L. Leland & clk.

S. W. Randace

P.S. I have not been furnished with the \$5. to
pay clk's fers but do not doubt Mr. Scammon
will immediately pay it on presentation of your
bill

Randace

20
11-26-35-37-

17000

Filds Ck. 16, 1850.
Shelands Ck.

Copy of Bill of Exceptions

J. Young Scammon

Earl Adams et al

Be it remembered that this trial coming on to be heard the plaintiff in support of his said action produced the sealed promissory note of the defendants on file in this cause which said note is in words & figures following

"\$70. On or before the first day of April A.D. 1844 for value received we jointly & severally promise to pay Jacob Metzger or order seventy dollars Witness our hands & seals at Georgetown State of Illinois this second day of August A.D. 1843 Earl Adams

James H. Whitney & Co.

"A. Mepenger & Co.

"J. H. Hamerton & Co.

"John Litsey & Co.

"Edwin Edgerston & Co.

"Ben Bristol & Co.

On the back of which said note were the following indorsements in words & figures following

"Rec^d on the within for 28, 1844 thirty dollars \$30.

"Rec^d on the within Feb. 14 1845 twelve dollars \$12.

"Pay the within note to Barker & Best or order

"Jacob Metzger"

"Barker & Best"

The defendants in support of their defence then offered in evidence two certain receipts one of which is in words & figures following. "Rec^d Chicago Feb. 14 1845 of George Bristol

"twelve dollars on account of note from Earl Adams et al, to Jacob Metzger indorsed by him which is endorsed then on

J. Young Scammon atty to B. & Best

and the other of which said receipt is in words and figures following. "Rec^d of George Bristol

"thirty dollars which is inclosed upon a note signed
by Earl Adams and firm others dated August 2 1843 and
payable to Jacob Metyku or order for \$70.

"Chicago Nov. 28 1844" J. Young Scammon Atty to Barker & Best
which said two receipts were read in evidence
without objection. The said defendants then in the
further prosecution of their said defence offered in
evidence a certain receipt in words and figures
following. "Received May 1st 1844 of Ben Bristol
thirty dollars to apply on a note made payable to Jacob
Metyku dated about the first of August last past
given for \$70. which note is now in the possession
of Barker & Best at Michigan City transferred to
the said firm by me. Jacob Metyku"

to the introduction of which said receipt the plaintiff
by his counsel objected and the court overruled the
objection and admitted the said receipt to be read
in evidence. To the opinion of the court overruling
the said plaintiff's objection and admitting the said
receipt the plaintiff by his counsel excepted.

The said defendants then in the further prosecution
of their said defence offered in evidence the deposition of
Eliakim Briggs on file in this cause in words & figures following.

(Here insert the deposition.)

To the introduction of which deposition the plaintiff by his
counsel objected and the court overruled the objection and
admitted the said deposition in evidence. To the opinion
of the court overruling the said plaintiff's objection and
admitting the said deposition the plaintiff by his counsel
excepted. And the matter being submitted the
court found for the defendant. The plaintiff
then moved the court for a new trial which said motion
was overruled by the court. To the opinion of the
court overruling the plaintiff's motion for a

new trial the plaintiff by his counsel excepted

And it is hereby certified that this bill of exceptions contains all the evidence given in the said case. Exceptions granted and allowed by me in open Court

Giles Spring ~~Rock~~

(Abstract of Deposition)

- Eliakim Briggs - I was present the fore part of March A.D. 1844 at a settlement between Jacob Metyker and Barker & Best in relation to a thrashing machine which Metyker took of Barker & Best to sell and it was agreed by and between the parties that said Metyker was indebted to the said Barker & Best in the sum of about \$35. on said machine and the said Metyker delivered to said Barker & Best a certain promissory note calling for about \$70. and I think indorsed the same for which said Barker & Best were to receive from the first proceeds of said note about \$35. and then said note or the avails thereof for the residue were to go to Jacob Metyker or his order. The above note was signed by Earl Adams and Burr Bristol & others.

Parol evidence is inadmissible to vary or explain a written instrument

y Map. 520 - 4 Little 166 - 1 Cowan 250
8 Lakes 191-375 - 1 Blocky 191-353 - 3 Deane 573.

J. Henry Seaman }
Earl. H. Seaman }
H. Seaman for J. H. Seaman