

8465

No. _____

Supreme Court of Illinois

McAndrew et al

vs.

Snap et al

71641  7

Please and proceedings had and held
at and in the Circuit Court in and for
the County of Lawrence and State of Illinois
in the Cause of
John G Long

vs
Patrick McAndrew

before the Hon. Justice

Howland Judge of said Court, as follows,
to-wit, On the 14th day of January 1856

the said John G Long by his atty. filed the
following process and Cost Bond
State of Illinois ss Lawrence Circuit Court
Lawrence County March Term 1856
John G Long

vs
Patrick McAndrew

Cost same \$25.00

The Clerk of said Court
will issue summons as above immedi-
ately, returnable &c

Salmon Nash & Co

State of Illinois ss
Lawrence County

I do hereby enter myself
security for costs in the above entitled cause
and acknowledge myself bound to pay or
cause all costs which may accrue in said
cause either to the opposite party or any of
the Officers of the said Court in pursuance
of Law Signed, sealed & dated this 14th
day of Janry 1856

W. Harrow Seal

Whereupon and on the following 16th day
of January 1856 the following writ was

opened, to wit,

State of Illinois ss
Lawrence County ss

The People of the State of
Illinois, the Sheriff of Lawrence County
Greeting - We command you that you sum-
mon Patrick M. Andrew if he shall be
found in your county, personally to be and
appear before the Judge of our Circuit Court
on the first day of the next Term thereof to be
holden at the Court House in Lawrenceville
within ~~the~~ for said County on the second Monday
in the Month of March next to answer
John G. Long of a plea of Trespass on the
case on promises, to his damage of twenty
five hundred dollars as he saith.

And have you then & there this writ
Witness J. C. Riley CLK of said
Circuit Court at Lawrenceville this 16th
day of January A.D. 1856.

John C. Riley CLK
And afterwards on the 23rd day of February
1856 the following return was made on said
summon by the Sheriff of said County
Executed to within Feb 23 1856 by reading
to the defendant

John W. Watts S. L. C.
By the Sheriff's Dept
And afterwards to wit on the 11th day of
August 1856 the following declaration
was filed viz.

State of Illinois Lawrence County ss
September Term 1856
John G. Long Plff. complains of Patrick

McAndrew defendant, being ~~executed~~ &c
of a plea of Insuper on the case on promise
That whereas heretofore to wit, on
the 10th day of November 1852, at Vincennes
to wit, at the County of Lawrence the said Def.
made his certain promissory note in writing
bearing date the day & year aforesaid and
thereby then & there promised on or before
the 25th day of November 1853 to pay to said
Plff or order the sum of four hundred and
fifty dollars, without any relief whatever from
valuation or appraisement laws, for value
received, and on consideration the title to said
McAndrew shall be perfected & free from in-
cumbance for the real estate, that day sold
and deceded to me by said Plff & wife &
James H Long or as soon thereafter as the title
shall be perfected, with interest from date until
paid - and then and there delivered said prom-
isory note to said plff - and Plff avers that
afterwards, to wit, on &c at &c aforesaid he
caused to be made and tendered to sd defendant
good and sufficient deeds with clause of
warranty for the real estate sold to said Def.
by said Plff & wife & James H Long, and that
the same was free from incumbrance, which
said deeds were then & there taken and
accepted by said defendant, By means
whereof the said defendant then & there
became liable to pay to said Plff said
sum of money in said promissory note
specified according to the tenor & effect there-
of, and being so liable the said defendant
in consideration thereof afterwards, to wit,
on &c at &c aforesaid undertook & there and

then faithfully promised said plaintiff said sum of money in said promissory note specified according to the tenor and effect thereof

And whereas also afterwards, on the 10th day of November 1852 at Vincennes, to wit, the County aforesaid, the said defendant made his certain other promissory note in writing bearing the day & year last aforesaid & there by then & there promised on or before two years after the date to pay John G Long or order Two hundred dollars without any relief what so ever from valuation or appraisement laws value received and in condition that the title to the said def. Should be perfected & free from incumbrance for the real estate that day deeded to me by John G Long & wife & James H Long, or as soon thereafter as the title shall be perfected, with interest from date until paid - and then & there delivered said last mentioned promissory note to said Plff. and said Plff avers that afterwards, to wit, on & at & c aforesaid he caused a good and sufficient deeds with clause of warranty to be made and tendered to said def. for said lands free from incumbrance, which said deeds were then & there received and accepted by said def. by means whereof the said defendant then & there became liable to pay to said Plff. the sum of money in said last mentioned promissory note according to the tenor & effect thereof & being so liable he said def in consid

evation thereof afterwards on the at or then
& thereuntook and faithfully prom-
ised said Plff to pay to him said sum of
money in said last note specified
according to the tenor & effect thereof

And whereas afterwards, to wit, on the
10th day of November 1852 at Vincennes
to wit, at the County aforesaid, the said
defendant made his certain other prom-
issory note in writing bearing date the
day & year last aforesaid & thereby then
promised on or before three years after the
date thereof to pay said Plff or order Two
hundred dollars without any relief
from valuation or appraisement laws
for value received and on condition that
the title to said debt would be perfected
& free from incumbrance for the real
estate that say decedent to said defendant
by said Plff & wife and James H. Long, or
as soon thereafter as the title ^{shall} ~~shall~~ be
perfected, with interest from date until
paid & then & there delivered said last
mentioned promissory note to said Plai-
tiff. By means whereof the said def then
& there became liable to pay to said Plff
said sum of money in said last mention-
ed promissory note specified according
to the tenor, and effect thereof and being
so liable ^{to} the said def in consideration thereof
afterwards to wit, on the at & aforesaid unde-
took and faithfully promised said Plaintiff
to pay him said sum of money in said last
mentioned note specified according to

the terror and effect thereof And said Plf
wrote that on or at & aforesaid, he caused
to be executed and delivered to said def
out good and sufficient deeds with
clause of warranty to said lands in said
note refered to and that the same were
free from incumbrance and title there to
perfect

And whereas also afterwards to wit on
the 10th day of November A.D, 1852 at Vincen-
nes to wit the County of Lawrence, the said
def made his other promissory note in
writing bearing date the day & year last
aforesaid, and thereby then & there promis-
ed on or before the 25th day of November
1853 to pay to said Plf or order four hundred
and fifty dollars, without any relief
whatever from valuation or apprais-
ment Law-for value received and on
condition that the title to said def should
be perfected & free from incumbrance for the
real estate that day deeded to said def, by
John E Long & wife & James H Long, or as soon
thereafter as the title shall be perfected, with
interest from date - and then and there de-
livered said promissory note to said
plaintiff - and whereas also afterwards
to wit on 10th day of November 1852 at
Vincennes to wit at the County aforesaid the
said plaintiff made his certain other
promissory note in writing bearing date
the day & year aforesaid & thereby then & there
promised on or before two years from ^{the} date
thereof to pay said Plf or order two hundred

Dollars without any relief or habere from valuation or appraisement laws - and on condition that the title to s.^d Def should be perfected and free from incumbrance for the real estate that day decded to said Def by said Plf + wife + James B Long or as soon thereafter as the title should be perfected with interest from date until paid and then & there decded said last mentioned promissory note to said Plf - and whereas also on the 10th day of November 1852 at Vincennes to wit at the County aforesaid the said deft made his other promissory note in writing bearing date the day & year aforesaid & thereby then & there promised on or before three years from date thereof to pay to said Plf or order Two hundred Dollars without any relief whatever from valuation or appraisement laws for value received and on condition that the real estate that day decded to said Def by John B Long wife and James H Long should be perfected and free of incumbrance or so soon thereafter as the title should be perfected with interest from date until paid and then & there delivered said last mentioned promissory note to said Plf. By means of the making and delivering of said three last mentioned promissory notes by said Def to said Plf the said Def then & there became liable to pay each of said three last mentioned notes to s.^d Plf according to the tenor and effect thereof and being so liable he said Def in

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consideration thereof afterwards, to wit, on
re at &c aforesaid undertook & then and
there faithfully promised said Plff to
pay to him said several sums of money in
said three last mentioned notes specified
according to the tenor and effect thereof

Nevertheless the said defendant not
requiring his said several promises and
undertakings hath not paid said several
promissory notes in this declaration
mentioned or any or either of them or
any part of either (although often requested)
but to do so hath hitherto wholly failed
and refused and still doth fail & refuse
to, to the damage of Plff of \$2500- & there-
fore he sues - And said Plff avers
that on &c at &c and after the maturing
of said several promissory notes in this
declaration specified said plaintiff
lost each and all of said notes & that
said notes nor either of them were then
& there indorsed or transferred either in blank
or otherwise

Harrow atty

(Copy of notes sued on)

Vincennes Nov. 10th 1852

\$450

On or before the 25th day of November
1853 I promise to pay to John Long or order
four hundred and fifty dollars without
any relief whatever from valuation or
appoasement laws, value received, and on
condition that the title to me shall be perfect-
ed and free of incumbrance for the real

estate this day decided to me by John & Long & wife & James H Long, or as soon thereafter as the title shall be perfected, with interest from date until paid.

Witness B M Thomas & Papp McAndrew
Vincennes Nov 10th 1852

\$ 200

On or before two years from date I promise to pay John & Long or order Two hundred dollars without any relief whatever from valuation or appraisement laws value received and on condition that the title to me shall be perfected & free of incumbrances for the real estate this day decided to me by John & Long & wife and James H Long, or as soon thereafter as the title shall be perfected with interest from date until paid.

Witness Papp McAndrew
B M Thomas

Vincennes Nov. 10th 1852

\$ 200

On or before three years after date I promise to pay John & Long or order Two hundred dollars without any relief from valuation or appraisement laws value received, and on condition that the title to me shall be perfected and free of incumbrances for the real estate this day decided to me by John & Long & wife & James H Long or as soon thereafter as the title shall be perfected with interest from date until paid.

Witness Papp McAndrew
B. M. Thomas

and afterwards to wit on the Day of September
1856 the said defendant filed the following
pleas to wit.

State of Illinois, September Term 1856
Crawford
Lawrence County, ^{SS}

The deft comes & defends the wrong
& injury when &c and for plea says he did
not undertake & promise in manner &
form as plff in declaring both allegue
against him & of this he puts himself
upon the Country

T. C. Klenford

The Plff will take notice that the deft
will give in evidence & rely for his defence
upon the following facts on the trial of this
Cause, to wit, That the notes send on
were given upon the condition therein
expressed that they were to be paid when
the title to the lands deceded by John
Long & wife & James Mc Long which lands
constitute the only consideration for said
notes & are described as follows to wit
the N W fractional qtr Section 27 in
Town 4 N R of ten west containing 15 3/4
acres also the N W qtr of the S E qtr. Also the
N E of the S E qtr of Sect 4 in the Township
& Range aforesaid - also the South West frac-
tion of Section 22 in said Township & Range
said fraction containing 57 3/4 also the
North fraction of the SW qtr of Sect 27
in said Town & Range, also the following
three 75/100 acres conveyed to Mary Long by
John Buchanan jr containing in all

three hundred seventy five & $\frac{80}{100}$ of an
acre. And the said deft expressly alleges
that the conveyance of the said $375 \frac{80}{100}$ with
a good & perfect title in fee was the only
consideration of the notes and the deft avers
that the title to a portion, to wit, two hundred
acres of said land is defective & unen-
tered & the title to one hundred acres is in
James H Long who was a minor when he
signed the deed aforesaid & has not since
he became of age confirmed or perfected
said title, but the said title remains im-
perfect & defective because of the minor-
ity of said James, & the time of his execution
of said deed. And the said title to the said
two hundred acres of land aforesaid is
is defective for want of title in the said
John Long & the said deft in fact saith
that the consideration of said notes has
failed to the amount of five hundred
dollars of which the said Plff will
take notice

Ficklin

And afterwards, to wit, at the September
Term A.D. 1856 of said Court the following
order was had, to wit,
John G Long

Assumpsit

Patrick McCandless

Ordered that this cause be continued
And afterwards, to wit, at the May Term of
said Court A.D. 1857 the following order was
had, to wit,

John G Long

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vs

Assumpsit

Patrick M Andrew

Ordered that this cause be continued, with leave to amend bill And afterwards, to wit at the October Term A.D. 1857 of said Court the following Order was had, to wit,

John G Long

vs

Assumpsit

Patrick M Andrew

Ordered that this cause be continued

And afterwards, to wit, at the May Term A.D. 1858 of said Court the following order was had to wit,

John G Long

vs

Trespass

Patrick M Andrew

Now at this day comes the said Plaintiff by his attorney and the said defendant in his own proper person and by his attorney for he says he is not guilty as charged in said plaintiffs declaration and of that he puts himself upon the country an issue being joined let a jury come whereupon came a jury to wit Owen Pinkstaff Bryston E Darison Joseph Petty Joseph B Henshey William Asher Joseph B Musgrave William E Robinson John A Newel S.D. Monroe John W Watts John W Treadway and John W Cook twelve good and lawful men well and truly elected tried an sworn the truths to

speak upon the issue joined upon their
Oathes do say, in the jury find the defend-
ant guilty an asep the damage at the
sum of One thousand one hundred and
thirty one dollars and eighty three cents, it
is therefore ordered that the Court that the
said Plaintiff recover of the said defend-
ant the said sum of one thousand one
hundred and thirty one dollars and
eighty three cents, the damages so as
aforesaid assessed by the jury together
with his costs and charges by him
about his suit in this behalf expended
and thereof have execution &c

And the defendant Patrick McAndrew
having pray an appeal which was allow-
ed on condition that the said Patrick
McAndrew enter into bond with Will-
iam Kyle as security within thirty days
in the sum of Two Thousand Dollars condi-
tional according to law

And afterwards to wit ^{and on the day last aforesaid} After the May Term
A.D. 1858 of said Court the following bill of
exceptions was filed and made part of the
record in said cause to wit the same being taken
^{&c during the trial of said cause to wit}

In the Lawrence County Circuit Court

May Term 1858

John G Long

against

Patrick McAndrew

On a plea of trespass
on the case on promise

Be it Remembered that on the trial of this
cause the plaintiff offered to read as evidence
copies of the notes declared on, alledging the
loss of the original, and thereupon intro-
duced evidence to prove such loss as follows

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William Harrow being sworn testified, that he prepared a declaration to be filed on the original notes, in Vincennes Indiana, that he attached said original notes to the declaration so prepared, and enclosed the whole in an envelope, and mailed the same directed to the Clerk of the circuit court of Lawrence County Illinois, that he subsequently enquired of the said Clerk in regard to said notes but could get no satisfaction from him in regard to them, that he has since made examination in the office of said Clerk, and ~~consulted~~ cannot find said notes, that the copies attached to the declaration and now produced to the court he believes are correct copies of the original notes, - that said original notes were all due at the time of enclosing them as aforesaid and that neither of them were endorsed or assigned. A Mosher being sworn testified, that he had a claim Book in which he copied the original notes, and that the copies produced and offered in evidence are true copies of the said original notes upon which testimony the court permitted the said copies of said original notes to be read as evidence to the jury, and the said copies were accordingly read as follows

\$450 Vincennes Nov. 10th 1852

On or before the 25th day of November 1853 I promise to pay to John S Long or order four hundred and fifty dollars without any abate whatever from valuation or appraisement law, value received, and on condition that the

title to be shall be perfected and free of encumbrance for the real estate this day deeded to me by John G Long & wife & James Mc Long, or as soon thereafter as the title shall be perfected, with interest from date until paid

Witness

Park McAndrew

B M Thomas

\$200

Vincennes Nov. 10th 1852

On or before two years from date I promise to pay John G Long or order Two hundred dollars without any relief whatever from valuation or appraisement laws value received, and on condition that the title to be shall be perfected and free of encumbrance for the real estate this day deeded to me by John G Long & wife and James Mc Long or as soon thereafter as the title shall be perfected, with interest from date until paid.

Witness

Park McAndrew

B M Thomas

\$200

Vincennes Nov. 10th 1852

On or before three years after date I promise to pay John G Long or order Two hundred dollars without any relief from valuation or appraisement laws value received and on condition that the title to be shall be perfected and free of encumbrance for the real estate this day deeded to me by John G Long & wife & James Mc Long, or as soon thereafter as the title shall be perfected with interest from date until paid

Witness

Park McAndrew

B M Thomas

to which decision and judgment of the Court
submitting the said copies to be read as evi-
dence in the cause, the said defendant
accepts and prays that this his bill of excep-
tions may be signed sealed & which is
accordingly done

J. Harlan Esq.

And be it further remembered that on the
trial of this cause, the plaintiff offered to
read as evidence in this cause, the Record of a
deed from John S Long to defendant bearing
even date with notes declared on in
the words following This Indenture Made
this tenth day of November in the year of
our Lord one thousand eight hundred and
fifty two between John S Long and Marcella his
wife, and James H Long of the County of Lawrence
and State of Illinois of the first part and Patrick
McAndrew of the County of DeWitt and State
of Indiana, of the second part witnesseth that
the said party of the first part for and in considera-
tion of the sum of thirty two hundred and fifty
dollars to the said party of the first part by the said
the said party of the second part in hand paid
the receipt whereof is hereby acknowledged have
granted, bargained and sold, and by these pres-
ents do grant bargain sell convey and confirm
unto the said party of the second part heirs and
assigns forever all the following described pieces
or parcels of land situate in Lawrence County
in the State of Illinois, to wit, the North West
fractional quarter section twenty seven 27, in Town
ship number 4 four North of Range number ten
west containing one hundred and fifty three

acres, also the North West quarter of the South
East quarter, also the North East quarter of the
South East quarter of Section Number Twenty one
(21) in the Township and Range aforesaid, also the
South West fraction of Section Twenty two in said
Township and range containing said fraction
 $57 \frac{43}{100}$ acres, also the North fraction of the South
West quarter of Section Twenty seven in said
Township and Range, also the following $375 \frac{50}{100}$
acres conveyed to Mary Long by John Buchanan
junior by deed dated January 5th 1840, and recorded
January 29 1841 in Book D pp 18 2, 3 and dis-
cribed as being at the corner Stone thence South
twenty poles, and twenty one links to a stake
thence North 66 West 56 poles thence East fifty
two (52) Poles to place of beginning at being the
North East corner of the track of land pur-
chased by Mary Long when said Buchanan
resided, and purchased by him from Joseph John-
son quit being in said town and range, the above
named Stone being the corner between the said
Marys and Buchanans surveys of 800 acres
being in Buchanans $76 \frac{25}{100}$ acres it being a part
of the South half of the South East quarter of
Section Twenty one aforesaid, containing $375 \frac{50}{100}$
more or less, in all being the land on which
said John Long now lives. To Have and to
hold the above described premises with all the
improvements and appurtenances to the same
be longing to the said party of the second part
his heirs and assigns forever, and the said party
of the first part for themselves and their heirs
do hereby covenant with the said party of the
second part and his heirs that they are lawfully

seized in fee of the premises aforesaid that the premises are free and clear from all incumbrances whatsoever and that they will forever warrant and defend the same and the quiet and peaceable possession thereof, together with the appurtenances to the same belonging or appertaining unto the said Patrick McAndrew his heirs and assigns against the lawful claims of all persons whomsoever

In witness whereof the said John G Long and Marcella his wife who hereby relinquishes her right of dower to said premises, and the said James H Long have hereunto set their hand and seal the day and year first above written

Signed sealed and delivered of J G Long Escul
in presence of Witnesses Marcella Long Seal
& next being read before J Hamilton Seal
signature, B M Thomas Seal

State of Indiana Knox County ss

I Benjamin M Thomas one of the Notarys Public in and for said County do hereby certify that the above named John G Long and Marcella his and the said James H Long with all of whom I am personally acquainted as the persons who executed the above instrument came personally before me and acknowledged the foregoing Instrument of writing to be their voluntary act and deed for the purposes therein mentioned, also Marcella Long being of full age, above named the wife of the said John G Long who being by me examined privately separate and apart from and without the hearing of her said husband, and the full contents and

purport of the said deed being by me made known to her she acknowledged that she executed the same of her own free will and accord, and accord without any coercion or compulsion from her said husband.

In witness of which I hereto set my hand and seal at Vincennes this tenth day of November A.D. 1852, and I also certify that said acknowledgment is according to the laws and usages of said State and before a competent authority. Witness my hand and Notarial seal the day and year last above written.

P. M. Thomas Not Public Seal

To which defendant objected, but the Court overruled the objection and permitted said Record to be read, to which decision of the Court overruling the objection and permitting said Record to be read as evidence to the jury the defendant excepted. Walter Buchanan was then sworn as a Witness for plaintiff who testified that he was acquainted with the farm sold by plaintiff to defendant, ~~he~~ knew that Long was on the farm seven or eight years ago but did not know how long he had lived there before. William G. G. being sworn testified that he knew the plaintiff resided on the farm sold to defendant from sometime between 1838 and 1840 until he sold the same to defendant - he did not understand that the farm belonged to plaintiff, never heard the plaintiff say the farm was his, nor that it was not his own. Pinkstaff being sworn testified that plaintiff Long had lived on the farm for some thirty years claiming it as his own, that de-

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pendant McAndrew has occupied the
same ever since his purchase

Antony McAndrew being sworn testified
that he was the son of the defendant that
four or five months after the purchase of the
farm by defendant from plaintiff, - he
brought the deed from Long to said McAn-
drew his father to the Recorder's office and
left it for record which deed he subse-
quently saw in possession of his father
and said McAndrew the defendant has
remained in possession of said premises
to this time.

The foregoing being all the testimony
in the case, the Court then at the request of
plaintiff instructed the jury as follows

That if the jury believe from the ~~evidence~~
testimony that the plaintiff executed a deed
to the defendant conveying the land sold,
with covenants of general warranty of
title, and that defendant accepted the
sum, and also ^{the} land has been occu-
pied by and in possession of the plaintiff
and those under whom he claims title
for thirty years that this is sufficient evi-
dence of title to authorize the plaintiff to
recover on the notes unless the defendant
shows some defect of title to the said lands
to which instruction the said defendant
excepts and prays that this his bill of excep-
tions may be signed sealed &c which is
accordingly done

J. Harlan (Seal)

State of Illinois
Lawrence County

I Silas J. Stiles Clerk of
the Circuit Court in and for the
County aforesaid do hereby certify that
the foregoing pages in writing contain
a full and perfect transcript, as also
of the original papers as also all the
orders of Record in the foregoing cause
as the same appears from the files
and records in my office

In witness whereof I have
herewith set my hand and
affixed the seal of said Court
at Lawrenceville this 31st
day of October A.D. 1881

S. J. Stiles Clerk

Edward McAndrew et al

Heirs at Law of Patrick McAndrew dec'd

vs

Joseph Snapp Adm of J. G. Long dec'd

vs
Circuit Lawrence

And the said
plaintiffs now come and say that in the foregoing
Record there is manifest error in the following
particulars

- 1st. The Court erred in permitting copies and partial
proof of the contents of said notes to be given
in evidence on said trial.
- 2^d. The Court erred in permitting the Record of said
Dec'd to be read in evidence on said trial.
- 3^d. The Court erred in permitting the instructions
given to the jury, the same being contrary
to law.

State of Illinois
Lawrence County

I Silas J. Stiles Clerk of

the Circuit Court in and for the
County aforesaid do hereby certify that
the foregoing pages in writing contain
a full and perfect transcript also
of the original papers as also all the
orders of Record in the foregoing cause
as the same appears from the files
and records in my office

In witness whereof I have
herewith set my hand and
affixed the seal of said Court
at Lawrenceville this 30th
day of October A.D. 1861

S. J. Stiles Clerk

Edward McAndrew et al

Heirs at Law of Patrick McAndrew

vs

Joseph Snapp Adm of J. G. Long die

vs
Lawrence

And the said
plaintiffs now come and say that in the foregoing
Record there is manifest error in the following
particulars

- 1st. The Court erred in permitting copies and partial
proof of the contents of said records to be given
in evidence on said trial.
- 2^d. The Court erred in permitting the Record of said
deed to be read in evidence on said trial.
- 3^d. The Court erred in permitting the instruction
given to the jury, the same being contrary
to law.

Edward M. Andrews.

Etal. Ho.

vs

Joseph Snapp. A. J. W.

Ho.

Julien Nov-23-1861-

St. Johnston City

Rudley Hitchell \$5.00

[Faint, mostly illegible handwriting on the right page, possibly a receipt or ledger entry.]

State of Illinois
Supreme Court. } S. S.
First General Division

The People of the State of Illinois, To the
Shriff of Lawrence County.

Whereas, In the
records and proceedings, and also in the execution
of the judgment of a plea which was in the
Circuit Court of Lawrence County, before the
Judge thereof between John G. Long plaintiff
and Patrick McAndrew defendant it is
said manifest even hath intervened to the
injury of Edward McAndrew, Anthony McAndrew,
John J. McAndrew, Mary Byrne & Thomas Byrne
her husband, Margaret Fitzgerald & William
Fitzgerald her husband, Prueget Manning
and John Manning her husband, Patrick
McAndrew and William McAndrew, a minor
who was by David L. Brown, his next friend -
Heir at Law of the first above named Patrick
McAndrew - now deceased, as we are informed by their
complaint, the records and proceedings of which
said judgment, we have caused to be brought into
our Supreme Court of the State of Illinois, at
Mount Vernon, before the Justice 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 Joseph

Snapp-Administrator of the Estate of the said
John G. Long-now deceased, that he do and
appear before the Justice of our said Supreme
Court, at the next term of said Court, to be
holden at Mount Vernon, in said State, on the
first Tuesday after the second Monday in
November next, to hear the records and
proceedings aforesaid, and the error assigned,
if he shall think fit; and further to do and
receive what the said Court shall order in
this behalf, and have you then then the
names of them by whom you shall give
the said Joseph Snapp-Adm. as aforesaid,
written together with this writ.

Witness, the Hon. John D. Catron,
Chief Justice of the Supreme-
Court and the Seat thereof,
at Mount Vernon, this twenty-
third day of November, in the
year of our Lord one thousand
eight hundred and Sixty-one.

Wm. Johnston. Clk

Supreme Court.
First Term Division.

Edwards McAndrew, Anthony
McAndrew, John J. McAndrew,
Mary Byrne & Thomas Byrne
her husband, Margaret Fitz-
gerald & William Fitzgerald
her husband, Priscilla Manning
& John Manning her husband,
Patrick McAndrew & William
McAndrew - a minor by David
L. Brown her next friend -
Plaintiffs vs

Joseph Snapp - Adm.
of John G. Long, Decedent
Defendant vs

Scire facias

To Sewing 50
" 14 Miles Travel 80
" Ret 10
\$ 1.30

I have seen the within writ-
ing and believe ^{a copy of the same} the same
to Joseph Snapp administrator of John
G. Long in the presence of Stephen
Hainey and one William Burt
two good & lawful men of the County
of Lawrence on the 11th day of December
1841

G. M. Whitaker Sheriff
Lawrence County

Superior Court of Illinois
For Grand Jurisdiction

Edward McAndrew et al

vs
Wm of Lewis of Patrick McAndrew

et al Plaintiffs in Error

vs
Joseph Snapp Attorney at Law, of the County of

McDonald Defendant in Error

Emmett Lawrence

Know all men by these presents that I, David
S. Brewer of the County of Lawrence and State
of Illinois, having been selected as the next
friend of Patrick McAndrew, William McAndrew
a minor under twenty years of age, of the
plaintiffs in the above entitled suit, and
having accepted said trust do hereby enter myself
security for costs as such next friend under the
statute in such case, and acknowledge
myself bound to pay all costs that may
accrue and legally devolve on such minor,
In witness whereof I have hereunto set
my hand and seal this fourteenth day of Nov.
A.D. 1861.

David S. Brewer

Edward McAndrew
at al w

Joseph Snapp Adm
of J. G. Lang decd

Board of S. L. Brown
notified of William
McAndrew

Taken Nov-23-1861
N. Johnston City

Vertical handwritten text on the right side of the page, possibly a signature or name.

State of Illinois, }
Supreme Court, } S. S.
First Term Session.

The People of the State of Illinois, To
the Clerk of the Circuit Court for the County of Lawrence
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 Lawrence County, before the Judge
thereof between John G. Long plaintiff and Patrick
McAndrew defendant it is said manifest error hath
intervened to the injury of Edward McAndrew,
Anthony McAndrew, John J. McAndrew, Mary
Byrne and Thomas Byrne her husband, Margaret
Fitzgerald and William Fitzgerald her husband,
Bridget Manning and John Manning her husband -
Patrick McAndrew and William McAndrew a minor
who were by David S. Brown his next friend as we are
informed by their Complaint, and we being willing that
error, if any there be, should be corrected in due form and
manner, and that justice be done the parties aforesaid,
Command you that if judgment thereon be given, you
distinctly and openly without delay send to our Justices
of our Supreme Court the record and proceedings of the
pleas aforesaid, with all things touching the same,
under your seal, so that we may have the same before
our Justices aforesaid at Mount Vernon, in the County of
Jefferson, on the first Tuesday after the second Monday of
November next, that the record and proceedings, being impugned,
we may cause to be done therein, to correct the error, what of
rights ought to be done according to law.

Witness, the Hon. John D. Catron, Chief Justice of
the Supreme Court and the Seal thereof, at Mount-
Vernon, this 23^d day of November in the year of
our Lord one thousand eight hundred and Twenty-
one.
Noah Webster Clk

Supreme Court.
First Grand Division.

Edward McAndrew,
Anthony McAndrew,
John J. McAndrew.

Mary Bynne & Thomas
Bynne her husband.

Margaret Fitzgerald &
William Fitzgerald her
husband. Bridget
Manning & John
Manning her husband.

Peter McAndrew &
William McAndrew a
minor by David Brown
his next friend. Plffs in error

²⁹
Joseph Sepp-Adler of
John G. Long Decree
Sept in error.

Writ of Error

Issued & filed Apr. 23-1861-
A. Johnston Clk

Supreme Court of Ill. 1st Division
Mt Vernon

Edward McAndrew
Anthony McAndrew
John J. McAndrew
Mary Byrne and
Thomas Byrne her husband
Margaret Fitzgerald and
William Fitzgerald her husband
Bridget Manning and
John Manning her husband
Patrick McAndrew &
William McAndrew, a minor who
sues by David S. Brewer his next friend
plaintiffs in Error
vs
Joseph Snapp administrator of
The estate of John G. Long deceased
defendant in Error,

Ervin & Lawrence,

The Clerk of
The Supreme Court of The State of Illinois
at Mt Vernon in The 1st Grand Division will
please file the accompanying Record in the
case of John G. Long vs Patrick McAndrew
as heretofore in the Lawrence Court, and he will
also please docket the Cause and issue Summons
for the above named defendant, directed to the
County of Lawrence aforesaid, in the above
entitled suit, wherein the said plaintiffs in
error are the heirs at law, and the only heirs, of
The said Patrick McAndrew dec'd, (saving the said
Byrne, Fitzgerald, & Manning husbands as aforesaid) and
who now bring this suit to reverse the said
Judgment in the Lawrence Circuit Court.

The clerk will also please file the accompanying
copy of the said ~~J. A.~~ Brown as next friend &c
and make the summons returnable to the
Term of said Court in 1862, and in all this

Oblige truly

18th November A.D. 1861,

A. Mitchell.

Attorney for the said
plaintiffs

12

Edward McCAndrew

et al. &c -

vs

Joseph Cropp - Adm'r

&c -

Receipt

Tulsa Nov - 23 - 1861 -

A. Johnson City

Ohay Secs. Novr 18th 1861

At Johnson Esq
Beards,

Enclosed you will find
a Receipt in the care of Mr Andrew et al
Snapp, adm. &c, and a Receipt, also a Bond of S. C. Brown
as a next friend &c, On which receipt I desire you
to issue a writ of Error against the Sept, &
forward to me as soon as you can.

I enclose you \$500 for which you will
obtain an acknowledgment & oblige

Yours truly
A. H. H. H.

State of Illinois of the November Term of the
Lawrence County }rd Supreme Court of the State of
Illinois for the Southern District

The Heirs of Peter McAndrew

Plaintiffs in error

vs

Joseph Snapp administrator of

John G. Long defendant in error

It is mutually agreed by the parties
to this suit that this cause shall be
dismissed at the costs of the plaintiffs
This the 3rd day of Nov^r AD 1862.

W^m J. Brewster attorney
for defendant in error.

Spicer W. Atty for plffs

McAndrews

vs

J Snapp et al

Agreement to
Dismiss —

Filed Nov. 7 - 1862.
N. Johnston Clerk

State of Illinois } of the November term of
Lawrence County } the Supreme Court of the State
of Illinois for the Southern District

The Heirs of Petrick McCandless

Plaintiffs in error

vs

Joseph Snapp Administrator of

John S Long deceased Defendant in error

It is hereby agreed by the parties to
this suit that this suit shall be dismissed
at the costs of the plaintiffs, this the 8th day of
Nov^r A^d 1862

W J Greaves Attorney
for the defendant in error

A Ritchell atty
for compt. in error,
per D. B. A. Barnatt

12

Mr Andrew Clark
my

Snapp. Adv. of

Agreement to Dismiss

Dismissal

Filed Nov. 7. 1862

W. Johnston Clerk

No 12

Mr Andrew edd

my

Snapp - Adm: y

Song.

from Lawrence

8465

dismissed in 1862 -

Cothill on Page 524 -