

8483

No. \_\_\_\_\_

# Supreme Court of Illinois

Daniel H. Brush et al

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vs.

Israel Blanchard

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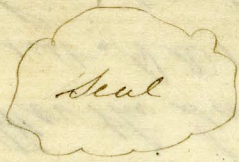
71641  7

State of Illinois Jackson County ..35..

Israel Blanchard } Pleas in the Jackson County  
vs } Circuit Court April Term  
Daniel H Prush } Trespas in the year of our Lord, one  
Asgill Cowner } thousand eight hundred and  
William Cox. } fifty Seven.

Summons vs Defendants

State of Illinois Jackson County, Oct.  
The people of the State of Illinois  
To the Sheriff of Jackson County: - Treeting  
We command you that you summon Daniel  
H Prush, Asgill Cowner, William Cox  
if to be found in your County, to be and appear  
before the Circuit Court of said County, on the  
first day of the next Term thereof, to be holden  
at the Court house in the Town of Murphysboro  
on the second Monday in the Month of April  
next, to answer Israel Blanchard in a plea  
of Trespas, Damage One Thousand Dollars  
as he says, and hereof make due return to  
our said Court as the Law directs.



Witness John P Clinton Clerk  
of our said Court, and the Judicial  
Seal thereof, at Murphysboro this  
24<sup>th</sup> Day of March, A.D. 1855

Indorsed "  
Sheriff's Return "  
Executed By Reading to  
defendants, this April 1<sup>st</sup> 1856  
Fees  
Serving 3 " 1.50  
24 miles Travel. 1.20  
Returning  $\frac{10}{100}$  \$ 2.80  
E H Reed, Sheriff

John P. Clinton, Clerk  
By A M Lenthing "Deputy"  
Filed April 10<sup>th</sup> 1855  
J. P. Clinton, Clerk

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Declaration

State of Illinois <sup>3</sup> At the April Term of the Jackson  
Jackson County <sup>3</sup> County Circuit Court A.D. 1855

Israel Blanchard by Dougherty his attorney complains  
of Daniel H. Brush, Asgill Conner and William Cox  
in Custody &c of a plea of trespass.

For the said Defendants on the ninth day of Au-  
gust A.D. 1854 with force and Arms to wit at the  
County of Jackson and State of Illinois Seized  
took and carried away certain goods and Chattels  
of the plaintiff to wit, One hundred bolts or pieces  
of Calico of the value of two dollars each piece  
and of the aggregate value of Two hundred dollars  
50 pieces of delaine of the value of three dollars  
each piece, 10 pieces of flannel of the value of  
five dollars each piece, 10 pieces of Ginghams  
of the value of four dollars each piece, 10 pieces  
of Linsay of the value of seven dollars each piece  
5 pieces of Cambric of the value of three dollars  
each piece, 3 pieces of Bed ticking of the value  
of four dollars each piece, 4 pieces of Drilling  
of the value of three dollars each piece, 5 pieces of  
Cottonade pant, cloth of the value of three dollars  
each piece, 5 Shawls of the value of one dollar  
apiece, 5 hoods of the value of fifty Cents each hood  
2 Boxes Artificials of the value of three dollars each  
Box, 12 Rolls of Ribon of the value of one dollar each  
Roll, 10 Bolts or Bunches of lace edging of the value  
of two dollars each Bunch, 2 Bunches gimp of the  
value two dollars each Bunch, 3 Boxes of Sundries  
containing fish hooks Needles Knitting needles & Buttons  
of the value of five dollars each Box, 8 pieces Black  
fringe of the value of four dollars each piece, 5 pieces

Lace inserting of the value of three dollars each piece. 1 piece  
of Bobinet of the value of five dollars each piece. 3 pieces  
of Alpacha of the value of six dollars each piece. 8 Bunches  
of Thread of the value of two dollars each Bunch. 1 lot of  
Sewing Silk of the value of eight dollars. Silk Cord of the  
value of five dollars. 10 pr Shoes of the value of One &  $\frac{50}{100}$   
dollars each pair. Sewing thread of the value of five dollars  
Lace of the value of twenty dollars. 5 veils of the value of  
two dollars each veil. One pr. Scales and weights of the  
value of Seven dollars. 5 Sett of Knives & forks of the  
value of Two dollars each sett. 2 Smoothing Irons  
of the value of two dollars each Iron. 10 papers of  
tacks of the value of 15 Cents each paper. 2 Screw Bed  
steads of the value of ten dollars each 2 high post  
Bed Steads of the value of Seven dollars each Bed Stead  
1 Shot Gun of the value of Ten dollars 2 Truckle Bed  
steads of the value of four dollars each 20 pillows  
of the value of Two dollars each pillow 10 Bolsters  
of the three dollars each Bolster 4 feather Beds  
of the value of ten dollars each Bed. 20 Bed  
Spreads of the value of two dollars each Spread  
20 Sheets of the value of Seventy five cents each Sheet  
Six straw ticks of the value of one dollar each tick  
10 Chairs of the value of fifty Cents each chair. 2  
Baskets of the value of One dollar each Basket  
5 Bed Cords of the value of thirty cents each Cord  
One stand of the value of two dollars. 20 Bed Quilts  
of the value of three dollars each Quilt 2 White  
corded Bed Spreads of the value of four dollars each  
Spread. 10 Cotton table cloths of the value of fifty  
cents each Cloth 10 Linen Table Cloths of the value  
of two dollars each Cloth 15 Set of window Curtains  
of the value of one dollar each set. 8 Bed valiances  
of the value of one dollar for each one. 15 Towels

15  
of the value of fifty cents each towel. 30 pillow cases of the  
value of fifty cents each case 10 pr. of Suspenders of the  
value of twenty five cents each pair 50 plates of the value  
ten cents each plate one Castor Stand of the value  
of one dollar 10 Dishes of the value of thirty cents  
each dish 1 Soup stand of the value of one  $\frac{50}{100}$   
dollars 4 Cream pitchers of the value of fifty cents  
each pitcher 2 Tea pots of the value of one dollar  
for each 1 flower vase of the value of one dollar  
20 Tea Saucers & 20 Tea Cups of the value of ten  
cents for each saucer & ten cents for each Cup 3 Sugar  
Bowls of the value of one dollar each Bowl 1 large  
pitcher of the value of one dollar 4 Molasses Cans  
of the value of one dollar each can 2 Salt cellar &  
one pepper Box each of the value of twenty five cents  
each. 24 Knives and 15 forks of the value of ten cents  
for each knife and ten cents each fork 1 hash knife  
of the value of one  $\frac{50}{100}$  dollars 1 Knife Box of the  
value of one dollar 4 Large Spoons of the value  
of twenty five cents each Spoon 5 Tea spoons of the  
value of twenty five cents each Spoon One Tea  
Canister of the value of one dollar 6 Wooden  
Boxes of the value of twenty five cents each Box  
2 Buckets of the value of thirty cents each Bucket  
12 pieces of tin ware of the value twenty five cents  
each piece 1 Cupboard of the value of ten dollars  
1 Bureau of the value of fifteen dollars 1 Dinner  
Bell of the value of two dollars 1 Counter Brush  
of the value of one dollar 2 Spittoons of the value  
of two dollars each Spittoon. 5 Summer Coats  
of the value of five dollars for each Coat 1 ax of  
the value one dollar 1 Coffee mill of the value  
fifty cents 1 Clothes Brush of the value fifty cents  
 $\frac{2}{3}$  of a keg of Madder of the value of five dollars  $\frac{1}{4}$  Keg

of pepper of the value of five dollars.  $\frac{2}{3}$  keg of Spice of the value of six dollars.  $\frac{3}{4}$  of Keg of Alum of the value of five dollars  $\frac{1}{2}$  Bag of Tobacco of the value of five dollars  $\frac{1}{2}$  Box of tobacco of the value of seven dollars, 10 Balls of twine of the value of ten cents each Ball. 1 Table of the value of six dollars, 1 Park Barrel of the value of one dollar 15 Bonnets of the value of one dollar each Bonnet 1 Trunk of the value of one dollar 1 Side saddle of the value of ten dollars 1 Old table of the value of one dollar 1 Cooking Stove and utensils of the value of twenty five dollars 2 Wash tubs of the value of one dollar for each tub 1 Wash board of the value of fifty cents 1 Well rope of the value of two dollars 1 Well Bucket of the value of seventy cents 1 Chain of the value of fifty cents 1 Lot of weather boards of the value of five dollars. 14 pieces of Scantling of the value of fifty cents each piece 1 Box Stove of the value of twelve dollars 1 Parlor Stove of the value of fifteen dollars 4 fine Glass tumblers of the value of fifty cents each tumbler. then then found and being and counted the same, to their use; of the said plaintiffs of great value to wit of the value of \$1000 of Lawful money of the United States of America and of this State, then then found and being and converted and disposed of the same to their own use, and other wrongs to the said plaintiff then and there did against the peace & dignity of the people of the State of Illinois and to the damage of the said plaintiff of \$1000. and therefore he sues &c

John Dougherty Atty  
for J. Blanchard.

on the Back of said Declaration is the following  
Endorsement by the Clerk. Filed March 24<sup>th</sup> A.D. 1850

John B. Clinton, Clerk,  
By A. M. Jenkins, Deputy

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"Defendants Pleas."  
State of Illinois }  
Jackson County } Of the Jackson County Circuit Court  
April Term A.D. 1855.

Daniel H. Brush, Asgill Conner,  
& William Cox.  
vs  
Israel Blanchard  
Trespas

1<sup>st</sup> plea  
And the said defendants by their attorneys come and defend the force and injury when &c and say that they are not nor in any or either of them guilty of the said supposed Trespases above laid to their charge, or any or either of them or any part thereof in manner and form as the said plaintiff hath above complained against them and of this the said defendants put themselves upon the Country &c and pl<sup>ty</sup> do the like  
Siskins & Logan for <sup>Defendants</sup> ~~Pl<sup>ty</sup>~~  
Dougherty & Allen for  
Pl<sup>ty</sup>

2<sup>nd</sup> plea  
And for a further plea in their behalf as to the said supposed trespases in the said declaration mentioned the said defendants by leave of the Court here for this purpose first had and obtained according to the form of the Statute in that case made and provided, saith that the said plaintiff ought not to have or maintain his aforesaid action thereof against them because they say that they the said defendants are not guilty of the several supposed trespases in the said declaration mentioned or any or either of them or any part thereof in manner and form as the said plaintiffs hath above thereof complained against them at any time within One year — next before the commencing

ment of this suit, and thus the said defendants are ready to recede, wherefore they pray judgment if the said plaintiff ought to have or maintain his aforesaid action thereof against them &c

Hukins & Logan Atty-  
Defendants  
for ~~the~~

3<sup>o</sup> plea  
And a further Plea in their behalf the said defendant William Cox by leave of the Court here for that purpose first had and obtained according to the form of the Statute in such cases made & provided says that the said plaintiff ought not to have or maintain his aforesaid action thereof against him the said William Cox. because he says that at the time of the committing of the same supposed trespasses in the Plaintiffs declaration mentioned he was the Sheriff of Jackson County in said State of Illinois and that whilst he was such Sheriff as aforesaid Edgar Brush, Elkanah Brush, Samuel Brush, Long Brush, Mary Brush and James Brush filed their Bill in Chancery in the said Jackson County Circuit Court against the said Israel Blanchard on which they obtained an injunction, which writ of Injunction was issued out from the Clerks office of the said Jackson County Circuit Court tested by John B Clinton the Clerk of said Court dated the 7<sup>th</sup> day of August A.D. 1854 and directed to Israel Blanchard his workmen, counsellors, attorneys, solicitors and agents strictly enjoining him and them and each of them from selling, using, or in any manner disposing of any of the property, all dry goods, Groceries, Stoves, Beds & Bedding, Counter Scales & Weights, Shot Gun house hold and Kitetum furniture or any other property mentioned and included in the complainants Bill and ~~Exhibits~~



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also commanding said Israel Hancock to deliver all said property mentioned and included in complainants Bill and Claimed therein by them to Asgill Connor who had on prayer of said Complainants been appointed receiver to receive the said Goods wares household furniture &c mentioned in Complainants Bill and Inventory and safely keep the same until a decision in regard thereto be made by the Circuit Court of said County of Jackson and be ordered to deliver it up by decree of said Circuit Court to the rightful owner or owners of the same to wit at the County and State aforesaid

And the said defendant William Cox further ~~avows~~ <sup>avows</sup> that on the said writ of injunction issued as aforesaid was indorsed an order by the people of the State of Illinois issued by and bearing test in the name of the Clerk of the Circuit Court of Jackson County in said State and under the judicial seal of said Court, directed to the Sheriff of said Jackson County, State of Illinois commanding him to execute the same, and to take and deliver said property so enjoined to Asgill Connor one of the Co defendants who had been so appointed receiver as aforesaid. And the said defendant William Cox avows that said writ of injunction with the aforesaid order indorsed thereon was put into his hands, he being then Sheriff of said Jackson County as aforesaid to wit on the 9th day of August A<sup>d</sup> 1854. to wit at the County and State aforesaid to execute, and that by virtue of said writ of injunction and the order thereon directing him as such Sheriff to execute the same in manner aforesaid, he took the articles of personal property in plaintiffs declaration mentioned from the possession

of the said Plaintiff being the same property mentioned and described in paper marked D part of Complainants Bill as he lawfully might for the causes aforesaid and delivered the said personal property to said Regill Connor who had been appointed receiver as aforesaid, for the purposes aforesaid and for no other purpose whatever where said property now remains without injury or diminution ready to be delivered over as the said Court of Chancery may direct, which are the same supposed trespasses in the Plaintiffs declaration mentioned and whereof the said Plaintiff hath above thereof Complaind against him the said defendant William Cox And this he is ready to verify in manner & form as this Honorable Court may direct, wherefore he prays judgment if the said plaintiff ought to have or maintain his aforesaid action thereof against him

Et

Stubins & Logan Atty  
for ~~Plaintiffs~~  
Defendant

And for a further Plea in this Behalf as to the seizing, taking and conveying away the goods and Chattels in the said declaration mentioned the said defendant Regill Connor by leave of the Court &c says the said defendant ought not to have or maintain his aforesaid action thereof against him because he says that before and at the time when &c. he the said Regill Connor to wit on the 7<sup>th</sup> day of August A D 1854 had been duly appointed a receiver in Chancery by order of the Court of Chancery through John B. Clinton Master in Chancery in and for the County of Jackson State of Illinois for the purpose of receiving inventorying and safely keeping the Goods and Chattels in Plaintiffs declaration until he received a further order by said Court of Chancery in regard thereto and had on the same day and year entered into a bond

10  
in penal sum of One thousand dollars for the faithful  
performance of his duties as such receiver with Daniel  
H. Brush and Leonard Bean as his securities  
payable to John B. Clinton Master in Chancery for  
the use of Israel Blanchard which said goods and  
chattels in the said Israel Blanchard had been  
retained by an injunction out of Chancery dated  
the same day with said Bond to wit the 7<sup>th</sup> day of  
August 1854 from selling using or in any manner  
disposing of and also required to deliver the same over  
to this defendant as such Receiver so appointed as  
aforesaid, for the purposes aforesaid. And the said  
defendant Asgill Counce says that by virtue of  
his said authority as receiver as aforesaid and in  
obedience to the Command of said writ of Appoin-  
tion he did to wit on the 9<sup>th</sup> day of August A.D. 1854  
take the goods and Chattels (Specified in paper marked  
D part of Complainants bill in the case of Edgar  
Brush Et. al vs said Plaintiff now pending in the  
Circuit Court of Jackson County Ills. the same he  
was required to receive and inventory and safely keep  
as aforesaid and the same) in Plaintiffs declaration  
mentioned as he lawfully might do for the cause afo-  
said and the purposes aforesaid and inventoried and  
stored the same with Daniel H. Brush in the Town of  
Carbondale in said County and State for safe keep-  
ing where they remain and have been safely kept  
and ready to be delivered up to said Israel Blanchard  
or other person on the order of the said Court of Chan-  
cery which are the same supposed trespasses in the  
plaintiffs declaration mentioned and whereof the said  
plaintiff hath above thereof complained against him  
the said defendant Asgill Counce. And this he is ready  
to verify in manner and form as this Honorable Court

may direct, wherefore he prays judgment, if the said  
Plaintiff ought to have or maintain his aforesaid  
action thereof against him.

Sutkins & Logan Atty  
for Defendant

And the said Daniel H. Brush for a further  
plea in this behalf by leave of the Court & as to the  
seizing, taking and carrying away the goods and Chattels  
in the Plaintiffs declaration mentioned says the said  
plaintiff ought not to have or maintain his aforesaid  
action thereof against him the said Daniel H.  
Brush, because he says that before and at the time  
when & C. Cowie on the 9<sup>th</sup> day of August A.D. 1854  
he was keeping a Store house in the Town of Carbondale  
in Jackson County State of Illinois and was accustomed  
to receive goods in Store for safe keeping for others  
and that he did on the day and year aforesaid at the  
County and State aforesaid receive of the defendant  
Azile Courner the said goods and Chattels mentioned  
in paper marked D and made a part of the Bill of  
Complaint of Edgar Brush Et. al. filed against plain-  
tiff in the Jackson County Circuit Court, in the  
Chancery side thereof being the same goods in the said  
plaintiffs declaration mentioned, to store and safely  
keep until further orders in regard thereto and for no  
other purpose whatever which he might lawfully  
do for the Cause aforesaid, when the same goods and  
Chattels remain and have been safely kept without  
injury or diminution, ready at any time to be deliv-  
ered up to the person or persons authorized to receive  
the same, which are the same supposed trespasses  
in the Plaintiffs declaration mentioned and whereof  
the said plaintiff, hath above thereof complained

against him the said defendant D. H. Prush and  
this he is ready to verify in manner and form as this  
Honorable Court may direct wherefore he prays  
Judgment if the said plaintiff ought to have or  
maintain his aforesaid action thereof against him  
He

Filed April 10<sup>th</sup> 1850  
J. B. Clinton Clk

Jenkins & Logan Atty  
for Defendant

Israel Blanchard

vs

Daniel H Prush Asgill  
Conner & William Coy.

Trespass  
April Term Jackson  
Circuit Court 1850

And the said plaintiff  
by Dougherty & Allen his Atty comes and defends  
He and says that the said 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> & 5<sup>th</sup>  
pleas of the said defendants by them severally  
above pleaded are not nor is either of them suf-  
ficient in Law wherefore He

Demurs in Demurrer

Jenkins Atty  
for Defts.

Dougherty & Allen  
for Plffs

Ordered by the Court that demurrer be sustained  
as to second plea and over Ruled as to the others

"Plaintiffs Replications"

Israel Blanchard

vs

Daniel H Prush  
Asgill Conner & William  
Coy.

Trespass

And the said *Pleff* as to the said 3<sup>rd</sup>  
Plea of William Cox def<sup>t</sup> of the said defendants  
above by him pleaded & he says preclude now because  
he says that the said Asgill Conner was not lawfully  
appointed Receiver of the goods wares household  
furniture &c mentioned in said plea and no right  
in Law to act as such Receiver and that said  
William Cox as such Sheriff had no right power  
or authority in Law to take said Articles in of prop-  
erty in *Pleffs* Declaration mentioned and in so plea  
set forth and deliver the same to the said Asgill Conner  
and this he puts himself upon the Country.

And the defendants doth the like Allen & Dougherty  
Jenkins & Simons for *Pleff*  
for def<sup>t</sup>

And the sd *pleff* as to the 4<sup>th</sup> Plea above by the  
sd Asgill Conner above pleaded says preclude  
now because he says that he the said Asgill Conner  
def<sup>t</sup> was not Lawfully appointed Receiver of said  
goods & Chattels as is by him alleged in his said  
plea above pleaded and had no right in Law to  
take and Receive the same or any part thereof but  
did the same then & there with force & arms and  
of his own wrong and without the Case by him  
in his said plea above alleged & this *ple* prays  
may be inquired of by the County &c

and the def<sup>t</sup> doth the like Allen & Dougherty for *Pleff*  
for def<sup>t</sup> - Jenkins & Simons

And for further replication in this behalf  
as to the 5<sup>th</sup> plea by sd Daniel H Brush above  
pleaded he says preclude now because he says  
that he the said Daniel H Brush of his own wrong  
& without the cause by him alleged above in his said

seized took and carried away the goods & Chattels of the  
sd plttff as in his sd declaration here is charged and  
alleged & this he prays may be inquired of by the County &c  
And the defendants doth the like

Seakins & Simons atty  
for Defts.

Allen & Dougherty atty  
for Plttff

And for further replication in this behalf the said  
plttff saith percludi now because he says that  
the said defendants at the said time when &c of their  
own wrong and without the Cause by them in their  
said several 3. 4 & 5 pleas alleged seized took &  
carried away the goods & Chattels of the said Plain-  
tiff as alleged in his declaration herein is alleged in  
manner & form as the said Plaintiff hath above in  
his said Declaration complained against the said  
Defendants and this he the said Plaintiff prays may  
be inquired of by the County &c.

Allen & Dougherty for  
Plttff I Planchard

Demurrer to Replications

Israel Planchard  
vs  
Daniel H Prush  
Asgell Connor &  
William Cox.

Trespas.

And the said defendants  
severally say that the several replications of the  
said Plaintiff to their separate Pleas 3. 4 & 5 of  
the several Defendants and his general replication  
and the matters therein contained in manner & form  
as the same and above pleaded & set forth, are  
not sufficient in Law for the said Plaintiff to

1  
have or maintain as aforesaid action Stay  
against the said defendants and that the said  
defendants are not bound by Law to answer the  
same either jointly or separately and that the  
said defendants severally are ready to verify  
wherefore by reason of the unsufficiency of the  
said several replications in this behalf the  
defendants pray Judgment if the said Plain-  
tiff ought to have or maintain his aforesaid  
action thereof against them &c.

And the said defendants severally  
according to the form of the Statute in such Cases  
made & provided State and Shew to the Court  
here the following causes of demurrer to the said  
replications to their several respective pleas  
to wit.

The general replication only  
amounts to a repetition of what is put in issue  
by defendants first plea which he has joined

Replications to the separate plea of Wil-  
liam Cox is a traverse to a conclusion of Law  
and raises an issue on a legal inference of Law  
to be submitted to the jury does not meet the  
Defence set up in the Plea. but departs therefrom  
and is argumentative, uncertain, informal  
and insufficient in Law

Joinder in demurrer A. M. Jenkins Atty

marked. Dougherty & Atty  
for Plffs

Filed Oct 1<sup>st</sup> 1856

J. D. McInton. Clerk

It is ordered by the Court that the Demurrer be sus-  
tained as to the 4<sup>th</sup> & last replication but overruled  
as to the others

The defendants William Cox & Argill Counsel  
asked and obtained leave to file an additional plea  
in words and figures as follows to wit.



16  
Daniel H Brush William  
Cox and Asgill Conner  
vs  
Israel Blanchard.

Plea of the April  
Term of the Circuit  
Court of Jackson County  
in the Year of our Lord One thousand  
Eight hundred 57-

And for a further plea in this behalf  
the said William Cox and Asgill Conner implead-  
ed with Daniel H Brush by leave of the Court have  
first had and obtained, according to the form of  
the Statute in such case made and provided say acts  
now because they say that at the said time when he  
in said plaintiffs declaration mentioned and sets  
the said several supposed trespasses in said Plain-  
tiffs declaration alleged, that Daniel H Brush with  
them impleaded was the guardian of Edger Brush  
Alicina Brush Samuel Brush George Brush  
Mary Brush and James Brush Minor heirs at  
law of James and Jane Brush deceased, duly  
appointed by the County Court of Jackson County  
on the 7<sup>th</sup> day of June A.D. 1854 That the said  
goods and Chattels, goods wares and Merchandise  
house hold and Kitchen furniture in said decla-  
ration mentioned belonged to the said Minor  
heirs and the said Daniel H Brush their Guardian  
as such had full right and lawful authority to take  
possession thereof and that at the request by the command  
and as the agents and servants of the said Daniel  
H Brush Guardian as aforesaid they did take and  
carry away the said goods wares and Merchandise  
household and Kitchen furniture in said Plaintiffs  
declaration mentioned as they lawfully might for  
the cause aforesaid, which are the same supposed

trespases in said plaintiffs declaration mentioned  
and this they are ready to verify

Auburn & Simons

marked

Defts Attorneys

Filed April 29<sup>th</sup> 1857.

E H Rees clerk

The defendant Daniel H Prush asked  
and obtained leave to file an additional Plea in  
his behalf in words and figures as follows to wit  
State of Illinois } ss In the Jackson County Circuit  
Jackson County } Court April Term 1857.

Daniel H Prush, William Cox }  
and Asgill Connor }  
vs }  
Israel Blanchard. }  
Trespases to Personal  
Property.

And for further plea in this behalf  
the said defendant Daniel H Prush, by leave  
of <sup>the</sup> Court first had and obtained, according to the  
form of the Statute in such cases made and provi-  
ded says actio non because he says, that before  
the time of the committing of the said supposed tresp-  
ases in the Plaintiffs declaration mentioned to wit  
on the 7<sup>th</sup> day of Jan'y 1851 Jane Prush then a  
ferm sole was appointed the Guardian of Edgar  
Prush, Elkanah Prush, Samuel Prush, George  
Prush, Mary Prush & James Prush, the minor  
children of herself and James Prush deceased  
and that afterwards to wit on the day and year  
aforesaid, at the County of Jackson State of  
Illinois, the said Jane Prush by virtue of her  
appointment as Guardian, and as such Guardian  
received of money belonging to said Edgar Prush

15  
Elkanah Brush, Samuel Brush, George Brush, Mary  
Brush and James Brush, and for them amounting  
to the sum of \$1100, and that afterwards, while she  
was such Guardian to wit on the day and year afore-  
said, at the County and State aforesaid, vested the  
said money so received by her as such Guardian in  
the purchasing household and Kitchen furniture and  
dry goods &c placed the household and Kitchen furni-  
ture in the house occupied by herself and family and  
commenced trading on the Dry goods &c purchased  
by her with the said money of Edgar Brush & Others  
received by her as their Guardian and for that purpose  
opened a house for the vending of the goods, wares &  
Merchandise purchased with said money of Edgar  
Brush and Others her wards as aforesaid to wit.  
at the County and State aforesaid; and the said Plain-  
tiff avers that said Jane Brush made no pretence that  
the goods &c on which she was trading and doing busi-  
ness or the Household & Kitchen furniture so purchased  
as aforesaid, was purchased with her money or belonged  
to her, but on the contrary at the time of making said  
purchases and receiving said goods wares & Merchandise  
and furniture while she was a female sole and such  
Guardian openly declared that they were purchased  
with the wards money, and were for them and that she  
was trading and doing business with their money & for  
their benefit to wit on the day and year aforesaid  
at the County and State aforesaid.

The said deposed unto further says, that after-  
wards the said Jane Brush while she was a female  
and Guardian of said Edgar Brush & Others purchased  
Town Lot 104 in the town of Carbondale in her own name  
& right and expended \$ of her wards money in  
building dwelling house thereon, and increased the furni-  
ture

and store goods purchased with her wards money thru  
with her family and continue the business of selling  
goods in said town of Carbondale to wit in the County  
of Jackson State of Illinois. And the said defendant  
says theraftwards to wit on the 7<sup>th</sup> day of September  
A.D. 1853 at the County of Jackson State of Illinois  
the said Jane while she was the Guardian of said  
Edgar Prush & Others as aforesaid and while she had  
in her possession the said household and kitchen fu-  
niture and the goods wares and Merchandize  
purchased with the money of her said wards  
and was trading and doing business on said goods  
wares & Merchandize intermarried with the Plain-  
tiff Israel Blanchard and after said Marriage  
said Israel Blanchard her husband went into  
said dwelling house so built by her as aforesaid  
to reside with her and her family, to wit on the  
day and year aforesaid at the County and State  
aforesaid

And the said defendant further says, that after-  
wards after the said Marriage of the said Plaintiff  
with the said Jane Prush Guardian as aforesaid  
she the said Jane departed this life without having  
any children by the said Israel Blanchard to wit  
on the 12<sup>th</sup> day of May 1854 whereby the said  
house, household and kitchen furniture goods wares  
and Merchandize purchased with the money of  
of the said Edgar Prush & Others were left in the  
house built with their money as aforesaid on Town  
Lot No 104 in the Town of Carbondale purchased  
and owned by the said Jane Prush while she  
was a feine sole previous to her marriage with  
said Israel Blanchard Plaintiff.

And the said defendant further says, that

20  
said Jane the Guardian of said Edgar Prush & others  
was their mother, and that after her death said Jane  
& Lot in Carbondale bought and built by her as  
aforesaid in her lifetime and previous to her marriage  
with plaintiff as aforesaid and with her wards  
money as well as the goods, wares and Merchandize  
household and Kitchen furniture purchased with  
their money as aforesaid belonged to said Edgar  
Prush Elkanah Prush, Samuel Prush George  
Prush Mary Prush & James Prush and they  
were entitled to the possession of the same to wit  
on the day and year last aforesaid at the County  
and State aforesaid.

And the said defendant further says  
that after the marriage of the said Jane Prush  
with Grace Blanchard plaintiff, ~~he was by her~~  
and after the death of said Jane the wife of said  
plaintiff, he was by the County Court of Jackson  
County State of Illinois on the 7th day of June A D  
1854 Appointed Guardian for the aforesaid wards  
of Jane Prush (namely Edgar Prush, Elkanah  
Prush, Samuel Prush, George Prush, Mary Prush  
& James Prush the minor children of the said  
Jane Prush and her husband James Prush;  
and their legal and only heirs at Law. And as such  
Guardian had full right, and authority to enter  
upon the said premises, and into the said house  
built by said Jane Prush on Lot No 104 in Car-  
bondale as aforesaid and take into his possession  
the goods, wares, and Merchandize, household  
and Kitchen furniture purchased with the money  
of said Edgar Prush Elkanah Prush, Samuel  
Prush George Prush Mary Prush & James Prush  
as aforesaid they being now his wards and the

said property belonging to them, as he did (aided and assisted by his co defendants W<sup>m</sup> Cox & Asgill Conner who acted under his direction) for the purpose of preventing the sale of the same for the use and benefit of his said wards. And the defendant avers that the property above mentioned is the same in the plaintiffs declaration, <sup>mentioned</sup> and the same goods wares and Merchandize household and Kitchen furniture purchased in her lifetime previous to her marriage with plaintiff with the money of Edgar Brush & others her wards, and the taking thereof the same trespasses complained of by the said plaintiff in his declaration. And this he is ready to verify, wherefore he prays Judgment, if the said plaintiff ought to have and maintain his aforesaid action thereof against him &c.

Lutkins & Simons  
Attys for Defendants

marked  
Filed April 28<sup>th</sup> 1857.  
E. H. Brew, Clk.

Israel Blanchard }  
vs }  
D. H. Brush William }  
Cox & Asgill Conner }  
Trespass

And the said Plaintiff as to the 5<sup>th</sup> plea by the said defendants Asgill Conner & William Cox by them pleaded herein, says Precludi non because he says that the said Goods wares and Merchandize household and Kitchen Furniture in the said declaration mentioned at the said time when & were not purchased by the said Jane Brush afterwards Jane Blanchard with the money of her

said wards Elkanah Brush Et al but that the said defendants together with their Co Defendants Daniel H Brush of their own wrong and without the cause aforesaid at the said time when H. did unlawfully seize take and carry away the said Goods, wares, Merchandize household and Kitchen Furniture of the Plaintiff as by the said declaration above thereof is supposed and of this he the said Plaintiff puts himself upon the Country He

And for a further Replication in this Behalf as to the said 5<sup>th</sup> plea by the said Asgill Connor & William Cox pleaded herein says Preclusion because he says that the said Goods, wares & Merchandize and the said household and Kitchen Furniture in the said declaration mentioned at the said time when H. was the property of the said Plaintiff and ~~was~~<sup>is</sup> his actual possession and not the property of the said Wards Elkanah Brush Et al of the said Daniel H Brush as by the said 5<sup>th</sup> Plea above thereof is supposed and of this he the said Plaintiff puts himself upon the Country He

Another said defendants. Deputy, Logan & Allen  
for Plaintiff  
Cox and Connor doth the like  
Leukins. Atty.  
for Defts

Filed April 29<sup>th</sup> 1857. E. H. Bus., Clk.

Israel Blanchard  
vs  
D. H. Brush, William Cox.  
& Asgill Connor

Trespas

And the said Plaintiff by Dougherty, Logan & Allen by his Atty as to the said 7th Plea by the said D. H. Brush one of the said defendants and by him separately pleaded says Precludi non because he says that the said goods wares and Merchandize and the household & Kitchen Furniture in said declaration mentioned were not purchased with the money of Edgar Brush Et al Minor Children of Jane Brush and her husband James Brush as by the said Plea above thereof is supposed, but that the said Daniel H. Brush and his co defendants of their own wrong without the cause aforesaid did seize take and carry away the said goods wares & Merchandize household and Kitchen Furniture of the said Plaintiff as in the said declaration above thereof is supposed and of this he the said Plaintiff puts himself upon the Country

And the said deft. Dougherty, Logan & Allen  
Daniel H. Brush doth for Plff -  
the like. Jenkins for Defts

And for a further Replication to the said 7th Plea separately Pleaded by the said Daniel H. Brush one of said defendants. the said Plaintiff says Precludi non because he says that the said property goods wares & Merchandize household & Kitchen Furniture in said declaration mentioned at the said time when it was the property of the said Plaintiff and not the property of the said Elkanah Brush Et al Minor Children of James Brush deceased and of the said Jane Brush alias Jane Blanchard deceased as by the said Plea above thereof



is supposed and of this he the said Plaintiff puts himself upon the Country &c.

And the said Deft. D. St. Brush, doth the like " Dougherty, Logan & Allen  
for Plaintiff

Jenkins for Deft.

Filed April 29th 1857. C. H. Rees, "Clk." "J. C."

Israel Planchard

Daniel <sup>or</sup> St. Brush & Asgill  
Conner & William Cox.

Trespass  
And now on this day came the

plaintiff by John Dougherty and William J. Allen his Attornies, and the defendants by Alexander M. Jenkins and C. S. Simons their attornies, and issues being found and the several pleas, there ~~in~~ came a jury of good and lawful men to wit, Willis Crain, Jesse H. Ward, <sup>William McEhrod</sup> George Tounce, John L. Phelps, Robert A. Beasley, Singleton P. East, William Davis Jr Henry Boucher, John Kimble, Oliver Glenn, and John Heiple, who being elected tried and sworn and after hearing the testimony and argument of Counsel returned into Court the following verdict "We the Jury find the Issues for the Plaintiff and assess the plaintiffs damages at Five hundred dollars, whereupon the defendants by their Counsel made a motion for a new Trial for causes by them set forth and filed, which said motion for a new trial was overruled by the Court, and it was considered and adjudged by the Court that the plaintiff do recover of the defendants five hundred dollars for his damages in form aforesaid assessed together with his costs in and about this Suit in this behalf expended, and that he have execution therefor &c." To the overruling said motion for a new trial, and the rendition of said judgment the defendants by their Counsel then and there Excepted and obtained leave from the Court to prepare and file their Bill of Exceptions in vacation.

# Bill of Exceptions

Israel Blanchard

vs

Daniel H. Brush

Asgill Conner &

William Cox.

Trespas on personal property

} Pleas of the April Term of  
the Jackson County Circuit Court in the year of our  
Lord One thousand eight hundred and fifty Seven..

Be it remembered that the April Term of the Jackson County Circuit Court in the year of our Lord One thousand eight hundred and fifty Seven. a certain Cause Come on to be tried, being an action of Trespas on personal property wherein the above named Israel Blanchard was the Plaintiff and said Daniel H. Brush, Asgill Conner, & William Cox were the Defendants, before the Court aforesaid and a jury upon said trial the Plaintiff introduced the following Testimony both Oral and Documentary to support the issue formed therein.

First

The Plaintiff introduced Leonard Kean who testified as follows to wit  
I am acquainted with the parties in this Suit Plaintiff & Defendants. I was present and was requested to accompany Mr Conner and the Sheriff Mr Cox when they went to Blanchards to get the property, I was at that time Counsel for Mr Brush I accordingly accompanied the Sheriff Mr Cox & Mr Conner to Mr Blanchards Residence in Carbonate Jackson County Illinois. I saw there in the house in Mr Blanchards possession some household and Kitchen Furniture and Dry Goods. I saw some Cambric I think five pieces. I cannot state

25  
accurately what article of goods he had. I saw a list of the articles as made out and would know the list if I should see it. I cannot say any thing about the price of the articles taken separately and cannot state with certainty the aggregate value but think it was five or six hundred Dollars. The Household and Kitchen Furniture consisted of Beds, Bedsteads, Tables, &c. I understood the property was in the possession of Mr Blanchard. It was in the Room where Mr Blanchard kept his Office or the Bulk of it. Mr Connor received it. Mr Cox delivered the property to him. Mr Prush was there and assisted I think I thought he was acting with the others. Mr Blanchard objected to their taking the property he told me to leave and I did it. I do not know when the property was put. Mr Blanchard Mr Cox, Mr Connor, and Dr Richard were there. Mr Prush was around there but did not do much. I do not know how they got into the House. I think at the door first on being ordered away by Blanchard I went down the Street and when I came back I heard some conversation between Blanchard & Connor about getting in at the window. I do not know who carried the goods out of the House. Except I saw Mr Connor and Mr Cox taking goods out and perhaps I did myself. Mr Blanchard forbid Mr Prush from moving the goods and they quarreled about it. I heard Mr Blanchard tell Mr Prush not to take them goods this took place about December 1854. I have however but a faint recollection of the exact time. I am induced to think the parties were engaged the larger part of the day in removing the Goods

I saw but one wagon load of Goods taken away I state from my best recollection as to the value of the same being Five or Six hundred dollars. my recollection is not good as to the amount. There was some Bed Steads and one Cupboard taken away.

Upon his Cross Examination the Said Leonard Kean testified as follows to wit. I do not remember the items of Property the only way I can tell what the articles were is by the Bill made at the time. I have a very indistinct recollection of the aggregate amount. I think it was Five or Six hundred dollars. I do not know whether the Columns in the Bill were added up or not. I learned in the Evening from Mr Richard. I think the Amount had been made on a separate piece of paper I think I saw it calculated forming the aggregate amount of Five or Six hundred Dollars. The goods were Invoiced by Mr Connor & Richard and myself as I invoiced some of them.

The only thing I can say about Mr Bush being there is I think I saw him there. I think I heard him order the goods to be taken. I think I heard him say he could not take them himself but that the Sheriff William Cox could. I do not remember distinctly about it. I suppose he ordered Mr Cox Mr Connor and Mr Richard those engaged in taking the goods to take them if any body. This is only an impression on my mind of what was then and there said. Mr Bush was there but a very short time in the forenoon. Mr Bush was at that time residing in the same House where the goods were. he occupying a portion of the same. That Mr Bush ordered the goods to be taken

It is only a faint Impression on my mind. I cannot tell what Mr Brush said or what he ordered about the goods. If I am not mistaken I saw Mr Brush there but one time during the day. I cannot remember what he said. Mr Brush was residing in the same house occupying all of the House excepting One Room in which Blanchard resided and had the goods and some Furniture and some Bedsteads I saw Mr Brush in Blanchards Room but one time that day and but a short time then. Mr Gov Mr Courn Mr Richard were taking the goods before I saw Mr Brush there.

They were taking the goods off the Shelves when he came in and had been doing this before he came there. These goods were taken down in the Room where Dr Blanchards Office was.

The goods were in this Room before the time of Mrs Blanchards Death. I saw Furniture upstairs in a Room occupied by Brush. There was also some Furniture in the Room occupied by Mr Blanchard I think I saw some Bedsteads there I only mean to say there were goods there, not the number of pieces or the value of the pieces, I cannot say who it was who fixed the value on the goods It may have been Mr Blanchard

The Plaintiff then Introduced William Richard as a Witness who being duly sworn testified as follows to wit. I have heard Mr Stean testify as a Witness in this case. I was at the Room of Israel Blanchard in Carbondale at the time he speaks of And assisted in taking a List of the articles Dry goods, household and Kitchen Furniture that he has spoken of

A paper was then put into the hands of the Notary William Richard, purporting to be the Original List before spoken of, which he was asked to look upon and state if it was a correct List of the Articles spoken of by Leonard Kean as being taken by himself, Col. Asgill Connor & others and if it was in his hand writing which List or Invoice of Goods is in words and figures following to wit

Articles Received		Yds	Articles Received		Yds
Dry Goods			Dry Goods		
No 1	French Gingham	24 1/2	No 24	Calico Common Prints	12 1/2
" 2	"	20 1/2	"	"	12 1/2
" 3	Calico Common Prints	12 1/2	"	"	6
" 4	"	12 1/2	"	damaged	12 1/2
" 5	"	12 1/2	"	Common Prints	12 1/2
" 6	Lawn fine	3 1/2	"	"	15
" 7	Calico Comm. Prints	12 1/2	"	"	15
" 8	"	12 1/2	" 31	Muslin Delaine	20
" 9	"	12 1/2	" 32	Ginghams	25
" 10	"	12 1/2	" 33	"	30
" 11	"	12 1/2	" 34	"	35
" 12	"	12 1/2	" 35	Linsey	34
" 13	Calico	18	" 36	"	8
" 14	"	12 1/2	" 37	"	6
" 15	"	15	" 38	Osnaburgs	18
" 16	"	15	" 39	Hannels	6
" 17	"	10	" 40	" Ground & 11 rods	50
" 18	"	12 1/2	" 41	Blk Cambri 27 fms	10
" 19	"	12 1/2	" 42	"	9
" 20	"	12 1/2	" 43	Brown	11
" 21	"	15	" 44	Red Silk	25
" 22	"	12 1/2	" 45	"	5
" 23	"	12 1/2	" 46	White Drilling	11

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Articles Received		Articles Received	
Buy Goods			
No 47	Pants Stuff 2 " 25	75	2 White Corded Bed Spreads " 2.00 ea
" 48	Hard Times 3 mm. org 30	76	8 Common Table Spreads " .20 ea
" 49.	3 Shells " 50 ea	77	6 Table Cloths " 1.25 ea
" 50	3 Hoods " 25 ea	78	3 Window Curtains " .75 ea
" 51.	1 Box Artificials " 1.50	79	7 Bed Valances " .50 ea
" 52	2 bott Ritin 1 gim. wide cig	80	12 Towels Tow " .10 ea
	1 Pt Roll insert in Bobin. 2	81	27 Pillow Cases " .20 ea
	hanks cotton. 1 Box needles	82	10 pr Suspenders " .15 ea
	Fish Hooks. 1 Black Truss	83	17 Plates " 10 ea
	2 Pieces Alpaca & a few		4 Butter Plates " .10 ea
	Knitting needles \$ 5.00	85	4 Plum Edged Plates " 6 ea
" 53	1 Box Sun dries " 3.00	86	1 Coster Stand 80 ct
" 54	1 " Shoes, Buttons & <sup>lik. Cap</sup>	87	10 Large Dishes " .25 ea
" 55.	1 " Thread Lau & Oil 2.50	88	1 Soup Stand " 1.00
" 56	Scale & Weights " 3.00	89	3 Cream Pitchers " .20 ea
" 57	4 Set Knives & forks " 5.00	90	2 Tea Pots " 80 ea
" 58	2 Smoothing Irons. 1.40	91	1 Flower Vase " 80
" 59	6 Paper Factors .60	92	10 Saucers 12 Tea Cups " 3 ea
" 60	2 Screw Bed Steads " 10.00	93	3 Sugar Bowls " 30 ea
" 61	1 high Post bed stead " 5.00	94	1 Pitcher large. Broken " 30 ct
" 62	1 Shot gun " 3.50	95	3 Molasses Cans 2 Broken " .40 ea
" 63	2 Truckle bed Steads 2.00	96	Salt Cittern & Pepper Box " .10 ea
" 64	1/2 Pillows & Cases " 1.25 ea	97	24 Knives & 15 forks, <sup>&amp; knife Box</sup> hark knife 3.50
" 65	3 bowsters & Cases " 1.30 ea	98	4 Tea Spoons large " 10 ea
" 66	3 Pillows " 1.25 ea	99	1 Tea Canister " 40 ct
" 67	3 Futher Beds & Spreads 20.00	100	4 Wooden Boxes " .15 ea
" 68	10 Sheets " 50 ea	101	2 Wooden Buckets " 25 ea
" 69	6 Straw ticks " 75 ea	102	11 Pieces of Tin Ware " 1.50
" 70	7 Windsor Chairs 40 ea	103	1 Cupboard " 7.00
" 71	Clothes Basket & Bascos 1.50	104	1 Bureau " 8.00
" 72	1 Stand .50	105	1 Dinner Bell & Counter <sup>Brush</sup> 1.30
" 73	12 Quills " 1.50 ea	106	2 Spilltoms " 1.00
" 74	7 Common Bed Spreads 80 ea	107	2 Mens Coats 5.10

no-	ds	no.
"108 1 Old Axe	" 25	"122 1 Womans Saddle & Quilt .. 5.00
"109 1 Old Coffee Mill	" 40	"123 1 Old Table .. 40
"100 1 Clothes Brush	" 15	"124 Stove & Cooking Utensils 10.00
"111 1 Pt keg madder $\frac{1}{3}$	15	"125 2 Wash Tubs & board .. 75
"112 1 Pt keg pepper $\frac{1}{4}$	20	"126 Well Bucket Rope & Chain 1.00
"113 1 Pt. " Spice mixed $\frac{1}{2}$	18	"127 Weather Boarding over Cisterns
"114 1 Pt " $\frac{3}{4}$ Alum 3cts		"128 14 Pieces of Scantling
"115 $\frac{1}{4}$ pt Box Tobacco 12 $\frac{1}{2}$		"129 1 Box Stone cracked on <sup>each side</sup> .. 4.00
"116 $\frac{1}{2}$ " Tobacco 12 $\frac{1}{2}$		"130 1 Parlor Stove .. 6.00
"117 Pt Box wrapping Twine . 50		"131 4 Glass Dumbles Flung
"118 Red Tables .. 4.00		"132 Shovel & Tongs
"119 1 Pork Barrel .. 20		
"120 15 Bonnets .. 25 ea		
"121 1 Old leather Trunk 50		

After looking upon and examining the foregoing list of Articles of the personal property, the said William Richard the witness states as follows

I believe this is a correct list of the Dry Goods Household and Kitchen furniture &c. that was made by myself at the time of taking said goods in the house where the goods were. It is the original list and was made by myself and is in my hand writing I do not see any article in this list that was likely not to be there. The goods & other articles mentioned in the list were in the possession of Mr Blanchard and taken from his rooms.

There was no estimate that day of the aggregate value of the goods, household & Kitchen furniture &c contained in said list. The goods were the remnants of an old store, consisting of Remnants of Calico, Tobacco, Alum, Spice, Pepper &c. There was some two or three stores I do not remember



the number. I have looked over the property twice. I was appointed by the Administrator to appraise the same Articles of property. The goods and other articles were Invoiced and taken away from Blanchard's House and under the direction of William Cox Sheriff of Jackson County. The list before referred to is a correct List of them. Of some the prices fixed were too high perhaps there are some too low.

I have not formed an Idea of what the goods are worth or made any calculation or estimate in regard to the aggregate value but should think that the articles contained in this list are worth some Five or Six hundred Dollars perhaps more.

Some things were left after taking these out some that he refused to give up saying they were his own. I do not remember whether there

was a bed left or not. Blanchard has been in this Room from Eight to Twelve Months.

Upon his Cross Examination said Witness Testified as follows to wit.

I was not there at the first commencement of taking said Goods. I was there when Prush came. Blanchard ordered him to go away when he came in. Prush stated he had a right to them premises and would come in. Blanchard attempted to throw a Lock at him and was restrained. Prush went out and got something told them to let him come on he could take care of himself. Prush then lived in a part of the same house, was on his way from his Store to his dinner when he stepped in the room occupied by Blanchard when they were taking the Goods. He said nothing when he stepped into the room until Blanchard ordered him out. when the difficulty before spoken of occurred

between them. When Brush was about starting away, told Sheriff Cox to execute his order, and do his duty in the matter regardless to what any body said. Brush was not there when they were removing the Goods away.

As Gill Connor being best acquainted with the price of Goods he having been engaged in selling goods as a clerk in the Store of W. H. Brush he set the prices on the goods or gave the price off the marked prices of the goods, and I wrote them down in the list presented. Dan H. Brush told Connor that he was putting the prices on said goods too high. I think the prices that were put down in the list at Twelve and one half cents per yard should have been put down at Nine Cents. I had not then been engaged in dealing in goods. Mr Connor had and knew more about the value of the goods than myself. I think there should be Twenty five per Cent off the price of the Calicoes taken from this Bill. Perhaps One hundred or One hundred and fifty dollars worth of it as stated in the Bill is twenty five per Cent too high.

The Calico was measured some by counting the folds and some by measuring, some things were weighed and some guessed off.

I do not know whether Kean was there when Brush was or not.

The Plaintiff then Introduced Horace L. Bowyer as a Witness who being duly sworn Testifies as follows to wit. I was merchandizing in Carbonate in 1854.

It is hard for me to state what Calico was worth there then. Common Calico was worth from ten to twelve and a half Cents per Yard

good from Twelve and a half to Fifteen Cents per yard  
Muslin & Calaine I cannot state the price I never saw  
the goods in controversy but once. Israel Blanchard  
wanted to sell them to me once. I told him I did  
not want to buy them. I do not know what the  
goods amounted to. Madder was worth twenty  
five cents per pound, and Spice was worth Twenty  
five Cents per pound.

Upon the Cross Examination of said Witness  
he stated as follows to wit.

The flannels put down in said bill are  
at Retail prices and so are the Gingham and  
Billings at Retail prices. The Remnants of  
calico when sold off all together are worth about  
Eight Cents per yard. Remnant goods such as these  
are worth about Fifty per Cent below the selling price

The Plaintiff then introduced Robert J Kennedy  
as a witness who being duly sworn testified as  
follows to wit.

I am acquainted with the Cooking Stove that  
Blanchard had I think it was worth Eighteen  
dollars and parlor stove for wood from Ten to  
twelve dollars and for Coal from twelve to fifteen

Upon his Cross Examination the said  
Robert J Kennedy testified as follows to wit.

If the stoves have been used they are  
not worth so much the Cooking Stove when used  
Twelve or eighteen months is not worth so much  
by five or six Dollars. I saw it in October in  
1854 in Blanchard's possession. Box and par-  
lor Stoves if used Twelve or eighteen Months are  
not worth so much by six or eight Dollars.

Box stove if cracked not worth more than four

or five dollars. I saw the Cook Stove in 1853 in the  
Month of September or October.

Such a Stove as that was at that time if  
new was worth Twenty Five or Twenty Three dollars.  
If used Twelve or eighteen Months would have  
been worth four or Five dollars less when used Six  
Months longer One dollar less.

The Plaintiff here Rested his Case

The defendants by their Counsel then and there  
Offered in Evidence a Certified Copy of an order  
of the County Court of Jackson which is in  
Words and figures following to wit.

State of Illinois } County Court January Term  
Jackson County } Tuesday January 7<sup>th</sup>, 1851.

Ordered that Letters of Guardianship be  
Issued to Sam Bush who is hereby appointed  
Guardian for Edgar Bush, <sup>Mary Bush</sup> Elkanah Bush  
Samuel Bush, George Bush, & James Bush  
Minors

State of Illinois }  
Jackson County } I Thomas L Hall Clerk of  
the County Court in and for said  
County do hereby Certify that the above is a true  
and correct Copy of an Order of Court as appears  
from the Records now on file in my Office.

Witness my hand and Seal  
of Office affixed at Murphysboro  
this the 20<sup>th</sup> Day of August, A.D.  
1855  
Thos L Hall, Clerk.  
By S. Wardman deputy

35  
To the Introduction of said papers in evidence on the part and behalf of the said Defendants the said Plaintiff by his Counsel objected for causes stated by them at the time. But the objection was overruled by the Court, to which overruling the Plaintiff by his Counsel then and there excepted, and the said paper was then read in evidence to the Jury.

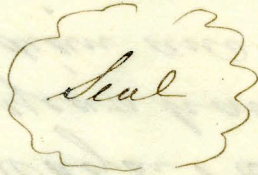
The said defendants by their Counsel offered in evidence a certified Copy of the Letters of Guardianship of Jane Brush appointing her Guardian of Edgar Brush, Elkanah Brush Samuel Brush, George Brush, Mary Brush & James Brush Minors which is in words and figures following to wit.

State of Illinois } The people of the State of  
Jackson County } Illinois to Jane Brush  
"Greeting"

Whereas at a Regular Term of the County Court of said County holden in Murphysboro January 7<sup>th</sup> 1857. It was represented to the Court that the situation of Edgar Brush Elkanah Brush, Samuel Brush, George Brush, Mary Brush & James Brush Minors is such as renders it necessary that a Guardian for them be appointed.

You therefore are hereby appointed Guardian for the said Edgar Elkanah Samuel George & James Brush untill they arrive at the Age of Twenty One Years, and for the said Mary Brush untill she arrives at the Age of Eighteen years or until this your appointment be revoked by the proper Authority. Hereby requiring

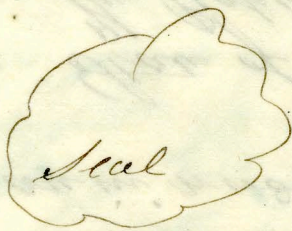
of you a faithful discharge of the duties incumbent  
on you as such Guardian according to the Laws  
of this State And to hold yourself in readiness  
to render an Account of your said Guardian-  
ship at any time when required so to do by  
the Competent Authority



Witness John A Logan Clerk  
of said Court and Seal thereof  
affixed at Murphysboro January  
15th A.D. 1851

John A Logan Clerk  
By Cyrus Thomas (Deputy)

State of Illinois }  
Jackson County } I Thomas L Hall Clerk of the  
County Court within and for said County do hereby  
certify that the within and foregoing is a true  
and correct Copy of the Letters of Guardian-  
ship of Sane Bush Guardian of the Minor  
heirs of James Bush deceased taken from the  
Records of Letters of Guardianship in my Office



Witness Thos L Hall Clerk  
of the County Court and the Seal thereof  
affixed at Murphysboro this 24th  
Day of April A.D. 1855

Thos L Hall "Clerk"  
By Augustus M Jenkins "Deputy"

To the Introduction of said Letters of  
Guardianship on the part and in Behalf of  
the said defendants. the said Plaintiff by his  
counsel objected for causes stated by them at  
the time. But the objection was overruled by the  
Court. by which overruling the Plaintiff by his

council then and there excepted and the said Letters of Guardianship was then Read in evidence to the Jury.

The said Defendants by their Counsel offered in evidence the Letters of Guardianship of Daniel H Brush appointing him Guardian of Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush, Mary Brush & James Brush Minor heirs of James Brush deceased which are in words and figures as follows to wit

State of Illinois Jackson County I.C. 7

The People of the State of Illinois to Daniel H Brush of said State and County Send, greeting  
 Whereas It has been represented to the County Court of said Jackson County and State of Illinois that the situation of Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush & James Brush Minor heirs of James Brush late of said County deceased is such as to make it necessary that a Guardian should be appointed for them Jane Blanchard their Mother and former Guardian having recently deceased, The said Edgar & Elkanah being over the Age of Fourteen years having made Choice of you as their Guardian and the Court Reposing full Confidence in you. You are therefore appointed Guardian of the said Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush & James Brush Minor heirs of said James Brush late of said County deceased both of their person and property with full power and authority to perform all lawful acts as such

Guardian.

seal

Witness Thomas L Hall Clerk of the County  
Court of said County of Jackson  
at Murphysboro this Seventeenth day  
of June A.D. 1854

Thomas L Hall, Clerk Co. Court

To the Introduction of said Letters of Guardianship of Daniel H Brush on the part and in behalf of the said defendants the said Plaintiff by his Counsel objected for causes stated by them at the time. But the objection was overruled by the Court, to which overruling the Plaintiff by his Counsel then and then Excepted and the said Letters of Guardianship of Danl. H Brush was then read in evidence to the Jury.

The said defendants by their Counsel offered in evidence a Certified Copy of the Marriage License and Marriage Record of Israel Blanchard the Plaintiff to Jane Brush which is in words and figures following to wit

State of Illinois } The people of the State of Illinois  
Jackson County } do any person authorized  
by Law to solemnize the Rites of Matrimony  
you are hereby authorized to Join together  
as husband and Wife Mr Israel Blanchard  
and Mrs Jane Brush and Return a Certificate thereof with this License and for so doing this shall be your sufficient Warrant.

Given under my hand and the Seal  
of the County Court of said County  
this 5<sup>th</sup> day of September A.D. 1853  
Cyrus Thomas Clerk County Court

[940-20]

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I Certify that I solemnized the rites of Matrimony between the above named Grace Blanchard and Jane Brush after the usual form on the 5<sup>th</sup> Day of September 1853 this 6<sup>th</sup> Day of September A.D. 1853 J. H. Walls. G. M.

Date of Record	Mr Grace Blanchard	date of marriage	Sept 5 1853
Sept 7 1853	Miss Jane Brush		J. H. Walls G. M.

State of Illinois }  
Jackson County } I Thomas L Hall Clerk of  
County Court in and for said  
County do hereby Certify that the above and  
foregoing is a true Copy of the Marriage of  
the above parties of the Record now on File  
in my Office.

Witness my hand and Seal of  
Office affixed at Murphysboro  
this April 2<sup>nd</sup> A.D. 1856

Thos L Hall, Clerk.  
By S. P. Gardner, Deputy.

To the Introduction of said Marriage License and Copy of Record on the part and in behalf of the said defendants the said Plaintiff by his Counsel objected for causes stated by them at the time, But the objection was overruled by the Court to which overruling the Plaintiff by his Counsel then and there Excepted and the said Marriage License and Copy of Record was then Read in evidence to the Jury

The defendants by their Counsel then introduced Richard Dudding as a Witness who being

duly sworn the said defendants then presented to said Witness a Receipt for Eight hundred and fifty dollars given Daniel H Brush Administrator of Estate of James Brush Deceased signed Jane Brush Guardian for said Minor heirs of James Brush's estate said Richard Dudding testified that he was well acquainted with the hand writing of Jane Brush that he had often seen her write and that the signature to said receipt was her genuine signature the said Defendants then offered said Receipt in evidence which said receipt is in words and figures as following to wit

Received Murphysboro January 7<sup>th</sup> 1851  
from Daniel H Brush Administrator of the Estate  
of James Brush deceased Eight Hundred and  
fifty Dollars being in part of the Shares in said  
Estate of Edgar Brush, Elkanah Brush, Samuel  
Brush, George Brush, Mary Brush and James  
Brush the minor heirs of said Estate said amt  
being paid me this day by said Administrator  
under an order of the Jackson Co Court

Witness

M. H. Esterson

Jane Brush. Guardian  
for said minor Heirs  
of James Brush's Estate

To the Introduction of said Receipt on the  
part and in behalf of the said defendants the said  
Plaintiffs by his Counsel objected for causes stated  
by them at the time. But the objection was over-  
ruled by the Court to which overruling the Plain-  
tiff by his Counsel then and there excepted and  
the said Receipt was then read in Evidence to the

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Jury.

The defendants by their Counsel then introduced Richard Dudding as a Witness who being duly sworn the said defendants then presented to said Witness a receipt for One hundred and Sixty Seven Dollars and Twenty Eight Cents given Daniel H Brush Administrator of the Estate of James Brush deceased signed Jane Brush Guardian for said minor heirs of James Brush's Estate. said Richard Dudding testified that he was well acquainted with the hand writing of Jane Brush that he had often seen her write and that the signature to said Receipt was her genuine Signature. The said defendants then offered said Receipt in evidence which said Receipt is in words and figures following to wit

Received Murphysboro March 19<sup>th</sup> 1859  
from Daniel H Brush administrator of the  
Estate of James Brush deceased One hundred  
and Sixty Seven Dollars and Twenty Eight Cents  
being in full of the amount in his hands as sub-  
administrator belonging to the minor heirs of  
the said James Brush deceased.

Jane Brush. Guardian  
for minor heirs of James Brush <sup>decd</sup>

To the Introduction of said Receipt on the part and in behalf of the said defendants the said Plaintiff by his Counsel objected for causes stated by them at the time. Said objection was sustained by the Court and said Receipt excluded from the Jury. To which decision of the Court sustaining said objection and excluding said Receipt from the Jury, the defendants

by their Counsel then and there excepted.

The defendants by their Counsel then introduced Richard Dudding as a Witness who being duly sworn. The said defendants then presented to said Witness a Report made to the County Court by Sam Bush as Guardian for the Minor heirs of James Bush Decd. & Samuel Sam Bush Guardian for said Minor heirs of James Bush's Estate, said Richard Dudding testified that he was well acquainted with the hand writing of Sam Bush that he had often seen her write and that the Signature to said Report was her Genuine Signature, The said Defendants then offered said Report as evidence which said Report is in words and figures following to wit.

To the Hon. Jeff. Allen Judge of the County Court of Jackson County

The undersigned guardian for Edgar Bush, Elkanah Bush, Samuel Bush George Bush Mary Bush & James Bush Minor heirs of the Estate of James Bush Decd. would Report to your honor.

That on the 7<sup>th</sup> day of January A.D. 1857 She received from Daniel H. Bush Administrator of said Estate the amount then in his hands belonging to said Minors. Amounting to \$850.00

Which Amount has been disposed of by her as follows to wit  
She paid to James M. Reed for  
Fuition of all said Children  
except James \$20.00  
Paid for Clothing said Children. 15.50

Of said Amt the Estate of M<sup>r</sup> H Etherton Decd. owes her  
(being balance of amt taken on him Exclusive of Interest  
and what he paid her on the Notes &c she took against  
said M<sup>r</sup> H Etherton from the said Administrator \$381.09

She has Lindorf Ogbruns Note dated  
27<sup>th</sup> Oct. 1851. at 10 per cent Interest. } 19.50

Also Note on Jas B Richards dated  
July 10<sup>th</sup> 1851 at 10 per cent interest } \$40.110  
exclusive of Interest is

Note on Isaac Blackwood ~~due~~ on which 13.98

Note of H S & E C Malbridge payable to

M<sup>r</sup> H Etherton dated 25<sup>th</sup> July 1849 25<sup>th</sup> Nov 1849

1849 taken by her from M<sup>r</sup> H. Etherton on her  
Claims against him & Interest to time she got it } 66.78

Carried forward } \$550.85 \$850.00

Amt Cash belonging to said heirs credits  
which she has used in the purchase debts  
of goods to this date } \$278.15

She has now on hand Cash recd  
of Isaac Blackwood on his Note  
Paid her on the 15<sup>th</sup> inst. } 15.10 \$857.10

There is some interest on the Claims in her hands  
against the above named debtors, not calculated  
in the above Report with which she will be charged  
when the same is collected.

Given under her hand this 19<sup>th</sup> day  
of March A.D. 1852.

Jane Prush, Guardian  
for Minors of Jas Prush decd

To the Introduction of said Report in evidence  
on the part and in behalf of said defendants, the  
said Plaintiff by his Counsel Objected for Causes  
by them stated at the time. Which objection was  
sustained by the Court and said Report excluded

from the Jury to which decision of the Court  
sustaining said objection and excluding said  
Report from the jury the defendants by their  
Counsel then and there Excepted

The defendants then called and introduced  
William Richard as a witness in their behalf  
who being first duly sworn testified as follows  
to wit.

That on his examination in behalf of the  
Plaintiff in this cause he had stated that he  
thought the aggregate value of the <sup>articles of</sup> goods, furniture  
&c. contained in the list or invoice of the goods  
taken from the Plaintiffs Home by Sheriff Cox  
& Asgill Coroner the one made by himself and  
offered in evidence would have been \$5 or 600  
Dollars. He says that this was a mere opinion of his  
from looking over the list, that the Columns were  
not added up or any calculation or estimate  
made as to what the aggregate value was at  
the time of making said list. That since he  
testified in behalf of Plaintiff he has made  
a calculation of the value of the separate  
articles named in said list and added up the  
several Columns and finds he was mistaken as to  
the amount and that the correct aggregate value  
of the property contained in said list as there charged  
is \$357. and some Cents.

Said the Articles contained in said list  
or a portion the same Jane Brush had previous  
to her marriage with Blanchard and were in  
hand at the time of her death which was in the  
Spring of 1854

"Cross Examined"

Says he thinks the prices fixed to said ar-

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articles in said list are at about their full worth except the Common Calicoes or prints thinks they are charged too high that they were put down in the Bill at 12 1/2 Cents and were not worth more than 9 cents says that Agill Courner gave out the prices and he put them down.

The defendants then called and Introduced James W Campbell as a Witness in their Behalf who being first duly sworn Testified as follows to wit. That he had been a Merchant in this and Williamson County for the last fifteen years that he now resides in Carbonada Jackson County that he had bought and sold several Old Stores of Goods, the remnants of Old Stocks of Goods of Retail Stores after being on hand Eighteen Months or two years were generally bought and sold at ten per Cent below the original Cost of the goods, when bought or sold the entire Stock together, and that they were not worth more than that

#### Upon his Cross Examination

Said Witness stated that the usual per Cent added on to goods by Merchants where had usually dealt as their profits is thirty three and one third per Cent.

The defendants then called and Introduced Mrs Hannah Esterton as a Witness in their Behalf who being first duly sworn Testified as follows to wit.

Says I was well acquainted with Jane Blanchard, <sup>the wife of Joseph Blanchard Plaintiff</sup> her name was Jane Brush before she married Israel Blanchard, in the fall of 1853 She was the widow of James Brush, who is dead, and the

Mother of Edgar Bush, Elkanah Bush, Samuel Bush  
George Bush Mary Bush & James Bush Minor Chil-  
dren of herself & James Bush Decided she followed as a  
business while the Widow of James Bush Dico the  
selling of Goods. She beg an trading in goods on the  
Ridge in November 1851. and Continued the selling  
of goods then and in Murphysboro and in Carbondale  
up to the time of her marriage with Israel  
Blanchard which took place in the fall of 1853  
I was frequently in a familiar with her Store  
and the goods in it from her commencement up to  
the time of her marriage with Israel Blanchard  
And also after her marriage with Israel Bla-  
nchard up to the time of her death which took  
place in the Spring of 1854. And was in the  
Store once and saw the goods after the death of said  
Jane. The goods on hand at the time of the  
marriage with said Israel Blanchard and at  
the time of the death of said Jane Blanchard, and  
left at the time of her death were of the same  
goods that said Jane had purchased and  
put into said Store before she was married  
to the said Israel Blanchard while she was  
a single woman and the Widow of James  
Bush. I was well acquainted about the  
dwelling house of the said Jane Bush previous  
to her marriage with Israel Blanchard. She  
had household furniture Beds, Bedstead, Bureau  
Cupboard, workstand, Silver Spoons, dishes, Cook-  
ing Stove and utensils which she had purchased  
previous to her marriage with Israel Blanchard  
and had them on hand at the time of her  
marriage with him.

Upon the Cross Examination of said wit.



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ness she stated to wit as follows. I was frequently  
at the House of Jane Bush both before and after her  
marriage with Blanchard. She had I think four Beds  
She had a parlor Stove and Cooking Stove and utensils  
and may be some others, there were two new Bedsteads  
the others not so good. She had a dinner Table and the  
other things as I have stated, I know the goods &  
Furniture are the same Jane Bush had purchased  
and had before her marriage with Blanchard.  
I had seen them so often I should know them now  
if I was to see them.

The dependants then offered to prove by  
the said Witness Hannah Estlin that Jane  
Bush while she was a single woman and long  
before she married to Grace Blanchard and  
at the time of making the Purchase of the Dry  
Goods & Household & Kitchen furniture in the  
Plaintiffs detention mentioned admitted & stated  
that she had purchased and paid for said Dry  
goods, household and Kitchen Furniture with  
the money of Edgar Bush, Elkanah Bush  
Samuel Bush, George Bush, Mary Bush & James  
Bush the minor Children of herself and James  
Bush Decceased, which she had received and held  
as their Guardian and that she purchased the  
said goods and furniture for them and was  
trading upon the goods for their Benefit  
said she thought it better for them to invest  
their money in this way than to loan it out and  
that she never claimed or pretended that the  
said goods or furniture belonged to her or had  
been purchased with her money.

And for that purpose propounded to the  
said Witness Hannah Estlin the following

question to be answered by her.

If you heard the said Jane Prush at the time she purchased the said Dry goods and household and Kitchen furniture say anything in regard to what money she had used and paid for them with and for whom they were bought and to whom they belonged and for whose account she was trading in them while she was a feme sole and previous to her marriage with Israel Blanchard, Please state to the Court and Jury all she said in regard to it, the time when ~~she~~ ~~made~~ said statements and the circumstances under which they were made.

To the answering of said question by the said Witness on the part and behalf of the said Defendants the said Plaintiff by his Counsel then and then objected for reasons stated by them at the time said objection was sustained by the Court and the testimony of said Witness in relation to the matter of said question excluded from the Jury to the decision and ruling of the Court in sustaining said objection and excluding said evidence from the jury, the defendants by their Counsel then and then excepted..

The defendants then offered as evidence to sustain the third fourth and fifth pleas being the separate Pleas of William Cox Asgill Connor & Daniel H Prush severally the Bill in Chancery filed Aug 7<sup>th</sup> 1854, by Edgar Burr Elkannah Prush Samuel Prush, George Prush Mary Prush, and James Prush by their Guardian D H Prush against the Plaintiff in this Suit with the order therein made by the

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Master in Chancery in vacation for the issuing and  
injunction and the appointment of a Receiver the writ  
of Injunction issued in said Cause on the filing  
of said Bill with the order made thereon by the Master  
in Chancery and Sheriffs Return and also the  
Report of John B Clinton the said Master in  
Chancery of Jackson County made to the Court  
of the Appointment of a Receiver in said Cause  
and the Report of the Receiver so appointed ac-  
companies said Masters Report in regard to his  
action in the premises containing a list of the  
property Received by him and showing the  
disposition he has made of the same. which  
said appointment of receiver was made by  
the master in Chancery without any reference  
to him by the Court for that purpose and in  
vacation; and whose report of the appoint-  
ment of the Receiver was not approved or con-  
firmed by the Court, which said documents  
so offered in evidence by said Defendants are  
severally in Words and Figures as follows to  
wit.

State of Illinois }  
Jackson County } <sup>33</sup> Circuit Court Sept Term 1854

To the Hon<sup>ble</sup> W<sup>m</sup> H. Parish Judge of  
Jackson County Circuit Court in Chancery  
sitting

Humbly complaining Edgar Bush  
Elihu Bush Samuel Bush George Bush  
Mary Bush, & James Bush by their guardian  
Daniel H. Bush represents to your Honor that  
they are the minor Children of James Bush late  
of said County and that they are together entitled

to the sum of Ten hundred and Seventeen dollars and 28 cents which came to them by Inheritance from the personal estate of their Father, and that afterwards their mother Jane Bush to wit on the 7<sup>th</sup> day of January A.D. 1851. was appointed their Guardian a Copy of the Letters of Guardian Ship is herewith filed (Marked A) and made a part of this Bill. They by their Guardian D. H. Bush further represents to your honor, that afterwards to wit on or about the 7<sup>th</sup> day of January A.D. 1851. Ple the said Jane Bush by virtue of her Authority as such their Guardian received and took the possession and management of the sum of Eight hundred and fifty dollars paid over to her on the 8<sup>th</sup> of January 1851. belonging to them as such Heirs and heirs as aforesaid and afterwards to wit on the 18<sup>th</sup> March 1852 the further sum of \$ 167.28. The Complainants by their said Guardian Daniel H. Bush further represents to your honor that their said Guardian Jane Bush instead of loaning and managing their money which she held as their Guardian as aforesaid as required by Law. vested it in Merchandise Dry goods &c. and commenced a trading establishment in said Jackson County for the vending of goods, wares & Merchandise, and continued so to use their money until the time of her death which took place on the 12<sup>th</sup> day of May A.D. 1854. The complainants by their Guardian aforesaid further represent to your honor that said Jane died intestate and without issue by her second Husband Israel Blanchard with whom she was living immediately preceding her death. That their Guardian Jane Bush never accounted for or paid any Interest on their money

held by her and vested in Merchandize as aforesaid and that her administrator is claiming pay for their Board, Clothing, & during the time said Jane Blanchard was using their money as before stated trading and making a profit out and using it for their own benefit

Your Orators by their Guardian aforesaid represent to your honor that they claim not only Interest on their money used by the said Jane Blanchard their Guardian as aforesaid and her husband said Israel Blanchard after their marriage, in Merchandizing but the profit made from said Business Carried on with their funds as aforesaid which is supposed to be about \$1000

Your Orators further represent to your honor by their guardian D H Bush that their former guardian Jane Blanchard or the said Israel Blanchard for her never made but one report of her acting and doings as such guardian that appears of Record in the Clerks office of the County Court. That she made on the 19<sup>th</sup> day of March 1852 by which she acknowledged that she then had in her hands as such Guardian Eight hundred and fourteen dollars and fifty Cents, money belonging to them. From that time she made no report that they are able to find of record.

The complainants by their Guardian Daniel H Bush also represents to your honor that said Jane Bush their mother and guardian intermarried with one Israel Blanchard on or about the Sixth day of September A.D. 1853 Immediately after the marriage of the said Jane Bush their mother with the said Israel Blanchard he took possession and <sup>the</sup> control of all the money and property found in the possession of and on the premises

ises of the said Jane as well that which belonged to and had been purchased with the money of Complainants and belonged to them as that which the said Jane Brush had in her own right at the time of their marriage.

He took immediate charge of the Store and goods which had been by said Jane purchased with the money of Complainants and continued the Business of Merchandizing as commenced by said Jane his wife previous to his marriage with her with the money of Complainants as aforesaid and to dispose of the goods and collect the outstanding Debts. Appropriate the money and profits arising therefrom to his own use in supplying the necessaries for his home and family, making repairs on houses &c gave no account of the monies of Complainants and so mixed the money and property belonging to Complainants which had been purchased and realized with and from the use of their money with that of his own what the said Jane had in her own right at the time of his marriage with her that it is now difficult if not impossible to tell or distinguish that which belonged to the said Jane Blanchard their Guardian and her husband the said Israel Blanchard in their own right and that which belonged to Complainants and had been purchased and paid for with their money to wit the \$1017.<sup>28</sup>/<sub>100</sub> Received by the said Jane as Guardian aforesaid Except the goods which remained on hand in the Store at the time of the Death of the said Jane amounting to about \$3.00 which are known to be the same or a portion of the same goods purchased and paid for with the money the said

Lane had in her hands as Guardian of Complainants  
 Complainants by their Guardian aforesaid  
 Charge that said Israel Blanchard took the  
 Charge and managements of the money and goods as  
 above herein stated after his marriage with the  
 said Lane, well knowing and with a full knowledge  
 of the facts, that said Lane was their Guardian  
 and that their money had been used by her in Mer-  
 chandizing making improvements on her lots pur-  
 chasing other articles of property &c. And that the  
 goods and outstanding debts which she had on  
 hand at the time and which he continued to un-  
 collect and dispose of as and for the purposes  
 aforesaid were the same purchased with their  
 money as aforesaid. The Complainants by their  
 guardian D. H. Brush show unto your  
 Honor that the whole amount of the Personal  
 property and money found on hands on the prem-  
 ises after including \$1017<sup>25</sup>/<sub>100</sub> of them received as  
 aforesaid which the said Lane and her husband  
 Israel Blanchard had not expended kept dispo-  
 sed of or used in some way did not amount  
 to more than five or Six hundred dollars, and  
 the complainants well hoped that the said  
 Israel Blanchard would have suffered them  
 to have peaceably and quietly held and  
 enjoyed said property and for that purpose  
 The complainants by their Guardian D  
 H. Brush have applied to the said Israel  
 Blanchard and requested him to deliver<sup>in</sup> up  
 to them or have the same disposed of for  
 their Benefit. He well knowing as the complain-  
 ants Charge the truth to be that this property  
 exclusive of the real estate held by said Lane

at the time of her death is very scanty pay for what he knows have been used by him and his wife belonging to them including the principle sum and the profits made thereon in the course of trade. The complainants well hoped that the said Israel Blanchard would have complied with such their reasonable request as in justice and equity he ought to have done. But now so it is may it please your Honor be the said Israel Blanchard contriving and confederating together with divers persons unknown at present to complainants whose names when discovered. Complainants pray they may be at liberty to insert herein with apt words to charge them as parties defendants hereto and contriving how to wrong and injure complainants in the premises. For the said Israel Blanchard absolutely refuses to comply with such reasonable request and he at times pretends that he never had any goods or other property in his hands or possession purchased with the money of complainants at other times that that he has paid them all to which they are entitled from him and again that all the personal property found in the possession of the said Jane at the time of his marriage with her belongs to him by the virtue of the Marital rite.

The complainants show further by their guardian that the said Israel Blanchard not only claims the money and personal property found on the premises at the time of the death of the said Jane as before stated but continues in possession and refuses to



give up to their Guardian Three Certain Town Lots in the Town of Carbondale in Jackson County State of Illinois No 102, 104 & 105 on the Plat of said Town which had been purchased and a house built on one of them to wit. No. 104 before her marriage with said Isaac Blanchard and claims them as his own and the rents therefore said lots and the improvements thereon as well those made by said Jane previous to the time of her marriage with said Blanchard as those made by said Blanchard after the said Marriage were as they believe paid for with their money or the profits therefrom to which they are entitled. Copies of the titles and title bonds for said Lots are herewith filed and referred to.

The complainants say that they are entitled to rents of said property but do not know the amount said Blanchard has received, and therefore pray that in answering he may be required to state and set forth what the rents of said property is worth per annum what amount he has received and account for it to their Guardian.

The complainants herewith file and inventory or list of the articles of personal property goods &c on hand at the time of the death of said Jane Blanchard their former Guardian and before referred to (marked D) which they pray may be taken as part of this their Bill of Complaint.

The complainants also represent to your Honor in addition to the articles enumerated in said list. The said Isaac Blanchard after the death of the said Jane disposed of various

articles of property a feather Bed and various articles of Dry goods Tobacco &c. which were there at the time of her death the amount unknown to complainants or their Guardian. He also has in his possession or has disposed of a lot of Silver Spoons worth \$25. or \$30 which said Jane had purchased previous to her marriage with him the said Israel Blanchard with their money as they believe. In regard to all which they pray the said Israel Blanchard may answer under oath and also in regard to the \$1017  $\frac{28}{100}$  of their money Received by said Jane as aforesaid and the profits made there from in trade debts collected &c by the said Jane and himself after his marriage with her they pray the said Israel Blanchard may answer and render an account under oath

Complainants by their guardian further represent to your honor that said Israel Blanchard received or came into the possession of money and personal property to the amount of about \$1000 Dollars in right of and by virtue of his marriage with the said Jane their Mother and Guardian which she had in her possession at the time including what she had as Guardian of Complainants taking into the Account her household and Kitchen Furniture other goods & Chattels and outstanding debts due her which debts said Blanchard must have collected. And further that said Jane as Guardian or trustee had in her hands as such Guardian or trustee an amount exceeding that amount including principal and Interest there on (If they should be entitled to no more) as the

time of her marriage with the said Israel Blanchard which she received as their Guardian as aforesaid to be dealt with and managed for their use according to law and accounted for in manner thereby prescribed, On account of which if used or mismanaged they claim their rights recognized by Law,

Your Orators by their Guardian further represent that said Isaac Blanchard is a man of very limited means and as they are informed and believe hopelessly Insolvent. Had but a small amount of means at the time of his marriage with said Jane their Mother. Nor has at this time any property of any kind which could be reached by an execution other than what he obtained by his marriage with said Jane as aforesaid and before referred to.

And that they are without remedy and must lose the whole amount of money (principle Interest and profits) Received by said Jane their Mother as their Guardian as aforesaid (for which the said Isaac Blanchard is liable to the extent of what property money and effects he received from said Jane by virtue of his marriage with her, as they are advised and believe) unless they can make it firm or hold the said personal property in his possession received from said Jane by virtue of his Marriage with her as aforesaid which property he is as they are advised and believe about to dispose of with a view to place it beyond their reach and will unrestrained

True it may be said that said Jane is under Bond with security for the faithful

discharge of her duty as such Guardian or trustee  
the paying over the money according to Law and in  
the event of her wasting or mismanaging said  
trust fund they may obtain redress by a suit  
at Law upon said Bond. The Complainants  
by their Guardian represents to your honor that  
they are advised that a recovery upon said bond  
or to say the least is a doubtful matter.

They further represent that before a suit  
on said Bond could be determined the property  
which said Israel Blanchard has in his  
hands would be disposed of and beyond their  
reach. And should they fail to recover on  
said bond which they might do, they would  
be without remedy. And further they select  
to take their pay from the property from which  
it in Justice and equity ought to come as far  
as it will reach, before they attempt to collect  
it from the Security, even should they be able  
to do it.

The Complainants by their Guardian  
as aforesaid further show unto your honor  
that the said Israel Blanchard intends sell-  
ing the said Property including the Dry goods  
purchased and paid for with the money of  
Complainants as the other property at Public  
Vendue on the 12<sup>th</sup> instant as will appear by  
a copy of his advertisement herewith filed  
and made part of this their Bill (marked B.)  
intending thereby to convert the property into  
money or notes place it beyond the reach  
of Complainants and thereby defraud them  
out of that which justly belongs to them

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All which actings and doings, pretences and refusals  
are contrary to equity and good conscience and  
tend to the manifest wrong and injury of the Com-  
plainants in the premises

In consideration whereof and for as much as  
your complainants can only have adequate  
relief in the premises in a Court of Equity where  
matters of this nature are properly cognizable  
and relievable.

May it please your honor to grant  
unto complainants the Peoples most Gracious  
Writ of Injunction issuing out of and under the  
Seal of your honorable Court to be directed  
unto the said Israel Blanchard, his servants  
and agents or Clerks to restrain him and them  
or any of them from selling using or in any man-  
ner disposing of any of the Dry Goods, Fou-  
rings, Tobaccos, Stoves, Counters, Scales, Shot gun  
Beds & Bedding, Household and Kitchen furniture  
Lumber named in this Bill in the paper (marked  
D) made part of their Bill or in his advertise-  
ment herewith filed or any other article of  
personal property which he obtained possession  
of by virtue of his marriage with Sam Bunch  
until the Rights of the Parties in regard to it  
are decided by this Honorable Court.

May it also please your honor to grant  
unto complainants the peoples other most  
Gracious writ of Subpoena to be directed to  
said Israel Blanchard thereby commanding  
him at a certain day and under a certain pen-  
alty therein to himself personally to be and  
appear before your honorable Court at the  
Term thereof to be held at the Court House

In the Town of Murphysboro on the 3<sup>rd</sup> Monday in  
the Month of September Next then and there full true  
direct and perfect answers to make to all and singu-  
lar the matters aforesaid and that as fully and  
particularly as if the same were here repeated and  
distinctly interrogated thereunto and more especial-  
ly that he be required what amounts of debts due  
said Jane for store goods he collected after their  
Marriage, to set forth and state what amount <sup>time</sup>  
of said Dry goods, Tobacco &c are on hand at this,  
and what amount were on hand at the time of  
their said Marriage, what amount of money  
he has received from the sale of said goods and  
appropriated to his own use, what amount of  
the remainder of said property has been purchased  
with the money said Jane had in her hands as  
Guardian for Complainants as aforesaid what  
amount he has collected or is due for Rent of the  
houses & Lots and what articles have been pur-  
chased with said money or money received from  
the sale of the goods aforesaid.

And for as much as complainants  
through their Guardian D. H. Brush represent,  
to your Honor, that they fear and believe that  
said Dry goods and other property will be disposed  
of and removed ~~by and~~ beyond the bounds of  
the County to places where it cannot be found  
unless the said Grace Blanchard is prevented  
from doing it by the interfluence of your honora-  
ble Court, The Complainants therefore pray  
your Honor to appoint some suitable person  
Receiver, to take possession of said property  
goods &c. and remove them out of the possession  
of said Grace Blanchard, Inventory and keep

the same safe until the final decision in regard to it before your Honor, and that on the Concurring of the answer and a final hearing of the Cause your Honor make a decree ordering the property to be delivered to complainants or sold.

And that they have such other and further relief in the premises as the nature and circumstances of the case may require, and to your Honor shall seem meet.

And the said Daniel H. Bush brings before the Court here his Letters of Guardianship for Complainants a Copy of which are herewith filed (Marked C) by which it fully appears that he is Guardian &c.

Paper marked D. and referred to<sup>in</sup> and made a part of Complainants Bill  
List of the property in the hands in possession of said Israel Blanchard Defendant and referred to in Complainants Bill

no 1	French Gingham	20 <sup>c</sup>	18 fols	40	\$ 3.10
" 2	" "	25 "	9 "		" 2.25
" 3	Calico Common	12 "	14 "		" 1.58
" 4	" "	12 1/2 "	25 "		" 3.12
" 5	" "	12 1/2 "	36 "		" 4.50
" 6	Sawn fine	37 1/2 "	5 "		" 1.87
" 7	Prints Common	12 1/2 "	20 "		" 2.40
" 8	" "	" "	21 "		" 2.52
" 9	" "	" "	18 "		" 2.16
" 10	" "	" "	32 "		" 4.00
" 11	" "	" "	21 "		" 2.52
" 12	" "	" "	18 "		2.00
" 13	" "	" "	18 "		2.16
" 14	" "	" "	23 "		2.88
" 15	" "	15 "	27 "		4.05

No 16	Prints Common	"	15	29	"	4.35
" 17	"	"	10	12 1/2	"	1.25
" 18	"	"	12 1/4	4	"	.50
" 19	"	"	12 1/2	5	"	.63
" 20	"	"	12 1/2	4	"	.50
" 21	"	"	15	3	"	.45
" 22	"	"	12 1/2	11	"	1.32
" 23	"	"	12 1/2	27	"	3.38
" 24	"	"	12 1/2	31	"	3.88
" 25	"	"	"	9	"	1.12
" 26	"	"	5	23	"	1.38
" 27	" damaged	"	12 1/2	25	"	3.13
" 28	Casimir Pet	"	"	11	"	1.32
" 29	"	"	15	15	"	2.25
" 30	"	"	15	5	"	.75
" 31	Muslin delaine	"	20	20	"	4.00
" 32	Ginghams	"	23	15	"	3.75
" 33	"	"	30	32	"	9.00
" 34	"	"	35	3 yds	"	1.05
" 35	Linsey	"	34	20	"	5.80
" 36	"	"	8	20	"	1.60
" 37	"	"	5	30	"	1.80
" 38	Osnabury	"	18	18	"	2.04
" 39	Hummel	"	5	30	"	1.80
" 40	Wound	"	11 rolls	.50	"	5.50
" 41	Black Cambrie	"	10	27 yds	"	2.70
" 42	"	"	10	9	"	.90
" 43	Brown	"	10	11	"	1.10
" 44	Red Tick	"	15	25	"	4.25
" 45	Red	"	"	5	"	.75
" 46	Wht Drilling	"	"	11	"	1.65
" 47	Print Stuffs	"	25	2	"	.50
" 48	Hard times	"	30	3	"	.90
" 49	3 Shells	"	.50 ea	3	"	1.50



50	3	Woods	25 ea	3.	75
51	1	Box Artificials			1.50
52	2	Rolls Ribbin 1 Joint wide Casing. 1 Pl-Roll			
		Insertion Bobinet 2 Hankes Cotton. 1 Box needles, 8			
		Fish hooks, Blk fringe 2 Pairs Alpaca & a few <sup>knitting needles</sup>			5.10
53	1	Box Sundries			3.00
54	1	" " Shoes & Silk Cord			6.00
55		Thread Linc & Vic			2.50
56		Scale & weights			3.00
57	4	Set Knives & forks			5.00
58	2	Smoothing Irons			1.50
59	6	Papers of Tacks			.50
60	2	Screw Bed Steads			10.00
61	1	High Post Bed Stead			5.00
62	1	Shot gun			3.50
63	2	Truckle Bed Steads			2.00
64	1/2	Dog Pillows & Cases			12.50
65	3	Bolster Cases			13.00
66	3	Pillows			1.25
67	3	Feather Bed Spreads			20.00
68	10	Sheets	50 ea		5.00
69	6	Straw ticks	75 ea		4.50
70	7	Windsor Chairs	40 ea		2.80
71		Clothes Basket & Bed Cord			1.50
72	1	Stand			.50
73	12	Quilts	1.50 ea		18.00
74	7	Common Bed Spreads	50		4.20
75	2	Wht Corded	200		4.00
76	8	Common Table Spreads	20		1.60
77	6	Table Cloths	1.25 ea		7.50
78	3	Window Curtains	75		2.25
79	7	Bed Valances	50.		3.50
80	12	Towels Tow	10		1.20
81	27	Pillow Cases	20		5.40

No 82	10 Pr Suspenders	15.	" 1.50
" 83	14 Plates	10	" 1.70
" 84	Butter Plates	10 ea	" .40
" 85	4 Blue Edge Plates	6 ea	" .24
" 86	1 Castor Stand		" .80
" 87	10 Large Dishes	25.	" 2.50
" 89	3 Cream Pitchers	20 ea	" .60
" 90	2 Tea pots	80.	" 1.60
" 91	1 Flower 4	80	" .80
" 92	10 Saucers, 12 Tea Cups	3 ea	" .30
" 93	3 Sugar Bowls	30	" .90
" 94	1 Pitcher Large & Broke	30	" .30
" 95	3 Melaprio Cans, 2 Broke	40	" 1.20
" 96	Salt Cellar & Pepper Box	10	" .20
" 97	24 Knives & 15 Forks Knife Box & Washing Knife		3.50
" 98	4 Tea Spoons & 3 Large	10 ea	" .70
" 99	1 Tea Canister	"	" .40
" 100	4 Wooden Boxes.	15 ea	" .60
" 101	2 Wooden Buckets	25 ea	" .50
" 102	11 Pieces Tin Ware		" 1.50
" 103	1 Cupboard		" 7.00
" 104	1 Bureau		" 8.00
" 105	1 Dinner Bell & Counter Brush		" 1.30
" 106	2 Spittoons	1.00 ea	" 2.00
" 107	2 Mens Coats	5.00	10.00
" 108	1 Old Axe		.25
" 109	1 Old Coffee Mill		.40
" 110	1 Clothes Brush		.15
" 111	1 Pt Keg Madder	1/3 15 lb	
" 112	1 Pt Keg Pepper	1/4 20 lb	
" 113	1 Pt Keg Spice & Pepper mixed	18 lb	
" 114	3/4 Keg Alum	3 cts	
" 115	1/4 Pt Box Tobacco	12 1/2	
" 116	1/2 Box Tobacco	12 1/2	

No 117.	Pat Box wrapping Thread	.50
"118	Red Tables	" 4.00
"119	1 Oak Barrel	" .20
"120	15 Bonnets 25 ea	" 3.75
"121.	1 Old Leather Trunk	" .50
"122	1 Womans Saddle & Quilt	" 5.00
"123	1 Old Table	" .40
"124	Stove & Cooking Utensils	" 10.00
"125	2 Wash Tubs & board	" .75
"126	Well Bucket Rope & Chain	1.00
"127	Weather Boarding over Cistern	
"128	14 Pieces Scantling	
"129	1 Box Stove & Pipe Cracked on both sides	" 4.00
"130	1 Parlor Stove	" 5.00
"131.	4 Glap Tumbler Family	
"132	Shovel & Tongs	

Paper marked B and Referred to  
in and made a part of Complainant's  
Bill.

### Notice

I will sell at Public Vendue at my  
Residence in Carbondale on the 12<sup>th</sup> Day  
of August all my personal property consist-  
ing of Dry Goods Groceries Stoves Beds  
and Bedding a complete assortment of  
household furniture Crockery Ware &c.

A Credit of five months will be given on  
all sums over five dollars, the purchaser  
giving Note with approved Security.

All sums under five Dollars Cash in  
hand. No Property to be removed until  
the terms of Sale are complied with.

Carbondale July 31<sup>st</sup> 1854 " J. Blanchard "

Edgar Bush, Elkanah Bush, Samuel Bush  
George Bush, Mary Bush, & James Bush  
By Daniel H. Bush, their Guardian.

State of Illinois }  
Jackson County. } 35.

Daniel H. Bush Guardian  
for the complainants in this Bill filed by them  
against Israel Blanchard being duly  
Sworn according to Law, deposes and says  
that part of the statements and allegations  
in said Bill are made on his own know-  
ledge and known by him to be true. The others  
are made on Information received from others  
and circumstances connected with the transac-  
tion and believed by him to be true and further  
saith not

Subscribed & Sworn to  
before me the 7<sup>th</sup> day of  
August A.D. 1854

Daniel H. Bush

John P. Clinton, Clk.

I hereby Certify that D. H. Bush came before me  
and made Oath in due form of Law that the  
statements in the aforesaid Bill as amended are  
true according to the best of his knowledge and belief  
On this 27<sup>th</sup> day of December A.D. 1854

John P. Clinton, Clk.

Adopted to the Master in  
Chancery Indorsed on the Back  
of said Bill

By A. M. Jenkins, Deputy

August 7<sup>th</sup> A.D. 1854

The Hon<sup>ble</sup> Wm<sup>m</sup> H. Parrish Judge of the  
Jackson County Circuit Court being absent

68  
from the County the Complainants by their  
Guardian Daniel H Brush present this their  
Bill for an Injunction and the appointment of  
a Receiver & to John B Clinton Master in  
Chancery for said Jackson County to have  
him grant to them the writ of Injunction  
Subpoena in Chancery and appoint a receiver  
according to the prayers of their said Bill  
order of the master in } D. H. Brush  
Chancery Indorsed on said }  
Bill - }

Upon hearing and examining the  
forgoing bill and petition it is ordered that the  
prayer thereof for an injunction against the  
said Isaac Blanchard be granted and  
the Clerk of the Jackson County Circuit  
Court is hereby ordered to Issue a writ of  
Injunction and a Subpoena in Chancery  
in accordance with the prayer of said Com-  
plainants filing Bond with Security condition-  
ed according to Law in the penal sum of  
Five hundred Dollars and It is also ordered  
that in compliance with the prayer of the  
Petition, Asgill Cowner is appointed Reci-  
ver of said property mentioned in said Pet-  
ition to be delivered to him by the Sheriff  
of said County of Jackson

Given under my hand at Murphys-  
boro this 4<sup>th</sup> day of August 1854

John B Clinton, Master  
in Chancery for said Court,

Indorsement by Clerk on said Bill

Filed Aug 4<sup>th</sup> 1854 John B Clinton clerk

"Writ of Injunction"

State of Illinois }  
Jackson County } The people of the State of  
                              } Illinois

To Israel Blanchard and his  
workmen, counsellors, attorneys, Solicitors and Ag-  
ents Greeting

Whereas Edgar Brush, Elkanah  
Brush, Samuel Brush, George Brush, Mary  
Brush & Samis Brush, by Daniel H. Brush  
their Guardian have lately Exhibited their Bill  
of Complaint to the Judge of the Circuit  
Court in and for the County and State aforesaid  
on the Chancery Side thereof against you the  
said Israel Blanchard Defendant wherein  
among other things it is alleged that you  
the said Israel Blanchard intend selling  
the personal property left by Jane Blanchard  
decd formerly Jane Brush who was Guardian  
of the aforesaid Minors heirs of the Estate of  
James Brush Decd including the Dry goods  
purchased and paid for with the money of Com-  
plainants at public Vendue on the 15<sup>th</sup> of Au-  
gust Instant with the Intention of converting  
the said property & the proceeds thereof to your  
own use and thereby defraud the said Com-  
plainants out of that which justly belongs  
to them.

We therefore in consideration of the  
premises do strictly enjoin and command  
you the said Israel Blanchard and all and  
every the persons above mentioned, that you and  
each of you do absolutely and entirely desist  
from all further proceedings in relation to the

70  
Sale of said goods wares Merchandize and  
all the property mentioned and specified in  
the said Bill of the said Complainants as  
having been left by said Jane Blanchard decd  
to wit any and all Dry Goods, Groceries, Tobacco  
Stoves, beds, & Bedding Counters, Scales & Weights  
Shot Gun Household & Kitchen furniture Lumber  
&c &c and that you and each of you entirely desist  
from selling using or in any way or disposing  
of any of the property aforesaid until you and  
each of you shall appear to and fully answer  
the Complainants Bill and the said Court  
make other order to the contrary."

And further you the said Israel Blum-  
chard are hereby required and ordered in com-  
pliance with the requisition and prayer of said  
complainants that said property Dry Goods  
Merchandize &c. may not be disposed of or  
removed beyond the bounds of this County  
to places where it cannot be found, to deliver up  
all and singular the property aforesaid to.

Asgill Conner who has been duly appointed  
a Receiver to receive Inventory and safely  
keep the same until the final decision in  
regard to it before the said Court.

Hereof fail not under penalty of what  
the Law directs.

Witness John P. Clinton, Clerk  
of our said Court and the Official Seal  
hereof at Office in Murphysboro this 7th Day  
of August 1854.

John P. Clinton Clerk

On the Back of said writ of Injunction  
was Indorsed the Following Order, to Wit.

State of Illinois }  
Jackson County } The people of the State of Illinois  
To the Sheriff of said County  
Greetings You are hereby authorized and  
required to execute this writ of Injunction on the  
said Israel Blanchard and in case of his  
refusal to deliver up said property to the said  
Asgill Court appointed Receiver of the same  
by the Court as within specified you will in  
such case take possession of all and singular  
the said property Goods Wares &c and deliver the  
same over to said Receiver

Witness John B. Clinton, Clerk  
of the said Court and the seal thereof  
at Office Newphysboro Aug. 9th 1854  
John B. Clinton, Clerk

On the Back of said writ of Injunction  
is endorsed the following Return made  
by the Sheriff.

1854 Served the within on the 9th day of August

Shff. Fee Sery - .50

7 miles Travel .35

Assisting in helping <sup>the goods</sup> with 1.50

Ret

Wm. Cox, Shff. \$ 2.45

On the Back of said writ of Injunction  
is the following indorsement by the Clerk

Filed Sept 11th 1854

John B. Clinton, Clerk

By A. M. Jenkins, Deputy



Report of the Master in Chancery of Appointment of Receiver with Report of Receiver,

State of Illinois } In the Jackson County Circuit  
Jackson County } Court April Term A.D., 1857

Edgar Bush et al }  
vs } Bill in Chancery  
Israel Blanchard }

To the Hon<sup>ble</sup> Wm. T. Parson  
Judge of the Jackson County Circuit Court in  
Chancery setting.

The undersigned Master in Chancery in and for the County of Jackson State of Illinois would make report to your Honor that the Complainants in the above entitled Cause your Honor being absent from the said County did on the 7<sup>th</sup> day of August 1857 present to me as such Master in Chancery their Bill for an Injunction to restrain the defendant herein from selling using or in any manner disposing of any of the Articles of Personal property mentioned in a Schedule marked D and filed with their Bill consisting of a great variety of small Articles of Merchandise household and Kitchen furniture &c. which by said Bill it was represented that said defendant was about to dispose of, to the injury of complainants and their Rights It was also represented by complainants in their Bill that there was danger of the defendant Israel Blanchard disposing of said Dry goods and other property or removing them beyond the bounds of the County to places

where it could not be found by the complainants unless he was prevented from doing so by interference of a Court of Chancery and that said Israel Blanchard is insolvent and that they fear said goods will be lost &c and pray the appointment of a Receiver to take Charge of said Property for safe Keeping until a decision in regard thereto is had before your Honorable Court. on the examination of said Bill, I made an Order thereon for the Issuing of an Injunction in said Cause in decree with the prayer of said Bill and being satisfied from the Allegations and Charges in said Bill that a Receiver was necessary to take Charge of said property in order to secure it from being disposed of and put beyond the reach of Complainants. Should they eventually establish their Right thereto before a decision could be had in their favor I did in pursuance of the Law of the State of Illinois and the Authority in me vested by my appointment as such Master in Chancery proceed to appoint a Receiver to take Charge of said property and to take from him the requisite security that Mr. Asgill Corner of the Town of Carbondale in said County was proposed on the part of the Complainants to be Receiver in this Cause and no objection being made to his appointment and deeming him a fit and proper person for such trust, I appointed him to be such Receiver that the said Asgill Corner thereupon executed a bond in the usual form in penal sum of One thousand Dollars, Conditional for the faithful discharge of his duties as such

Receiver. D. H. Bush and Leonard Kean were proposed as the securities of the said Receiver and being satisfied that they were each worth the requisite and I approved of said Securities as sufficient and the said Securities thereupon executed the said Bond jointly with the said Receiver. And I do further Report that I have caused the said Bond with my approval indorsed thereon to be filed in the Office of the Clerk of the Circuit Court of said Jackson County all which is respectfully submitted  
 Dated Murphyboro this 22<sup>nd</sup> day of April A.D. 1857

John B. Clinton  
 Master in Chancery  
 Jackson Co. Ill.

Report of the Receiver in Chancery

State of Illinois } Jackson County Circuit Court  
 Jackson County } April Term A.D. 1857

Edgar Bush Et al }  
 vs } Bill in Chancery  
 Grace Blanchard } To the Hon: Wm H Parrish  
 Judge of the Jackson County Circuit  
 Court in Chancery Setting

The Undersigned having been by the Master in Chancery in said County on the 7<sup>th</sup> day of August A.D. 1854. Appointed a Receiver in Chancery in the above entitled Cause for the purpose of receiving and taking care of the personal property in Controversy in this suit a Copy of said appointment is hereto attached

ed and made a part of this his Report (Marked A.)  
The further Reports that as receiving his appoint-  
ment as such Receiver he entered upon the duties  
thereof and took into his possession the Articles of  
personal property contained in the Schedule  
(Marked B) and herewith filed and made a  
part of this report, said property having been  
delivered to him by William Cox Sheriff of said  
County.

The further Reports that on the Receipt  
of said property by him as such Receiver he  
deposited the same excepting the Well Poles  
Rope and Chain & the lumber mentioned which  
Articles were left on the premises with Daniel H  
Brush of Carbondale to be stored and safely  
kept until further order of said Court of Chan-  
cery in regard thereto where it still remains  
safe and free from injury or deterioration in  
value as possible and he is ready to deliver  
the same to either complainant or defendant  
or any other person or persons as your Hon-  
orable Court may direct.

All which is Respectfully submitted  
this 11<sup>th</sup> day of April A.D. 1857

A Connor

State of Illinois }  
Jackson County } The People of the State of  
                                } Illinois vs Asgill Connor  
                                } of said County.

You are hereby notified that in compli-  
ance with the petition or Bill in Chancery  
filed in the Circuit Court of said County on  
the Chancery side thereof by Edgar Brush  
Elkanah Brush, Samuel Brush, George Brush

Al

Mary Bush & James Bush by Daniel H. Bush  
 their Guardian on the day of the date hereof against  
 Israel Blanchard praying amongst other things  
 that a Receiver should be appointed of all and  
 singular the goods, wares, Merchandize, Beds,  
 Bedding and personal property left by Jane Blin-  
 chard formerly Jane Bush deceased at the time  
 of her death, specified and set forth in said  
 Complainants Bill on file as aforesaid you  
 having been appointed such Receiver by the  
 said Court you will therefore receive the said  
 property to wit All the Dry goods Groceries  
 Tobacco, Stoves, beds, & Bedding, Counter, Scales  
 & Weights, Shot gun, household & Kitchen furniture  
 &c &c. left by said deceased and now in possession  
 of said Israel Blanchard and his Attorneys &  
 Agents from him the said Blanchard or from  
 the Sheriff. If said Blanchard refuses to  
 give up the same and the said goods and Chat-  
 tels you are safely to keep until further order  
 by our said Court in relation thereto

Witness John B. Clinton Clerk of the  
 said District Circuit Court and the  
 Seal thereof at Office Murphyboro  
 Aug 7<sup>th</sup> A.D. 1854  
 John B. Clinton, Clerk

L.S.

"Copy B"

An Inventory of the Dry goods Groceries, Tobacco  
 Merchandize, Household and Kitchen Furniture  
 &c &c. contained in Schedule (Marked B) referred  
 to in and made a part of this Report

No of goods	Articles Received	Articles Received	
No 1	French Gingham	Calico Common Print	12 1/2 " 25
" 2	" "	" "	12 1/2 " 25

No.	Item	Price	QTY	Value	Description	QTY	Value
No. 5	Calico Common Prints	12 1/2	30	375	Hannelt	6	30
" 6	Lawn fine	37 1/2	5	1875	" Wound	11	50
" 7	Calico Common Prints	12 1/2	20	250	Blk Cambri	27	10
" 8	"	12 1/2	21	262 1/2	"	9	10
" 9	"	12 1/2	18	225	Brown	11	10
" 10	"	12 1/2	32	396	Red Silk	25	15
" 11	"	12 1/2	21	262 1/2	"	5	15
" 12	"	12 1/2	16	200	Wht drilling	11	15
No. 13	Calico Com. Prints	11	18	198	Paul Staff	2	25
" 14	"	12 1/2	23	287 1/2	Hard Times	3	30
" 15	"	15	27	405	3 Shells		50 ea
" 16	"	15	29	425	3 Woods		25 ea
" 17	"	10	12 1/2	125	1 Box Artificials		1.50
" 18	"	12 1/2	4	50	2 Bot Bittin	1 girdle 2 wire casing	
" 19	"	12 1/2	5	62 1/2	1 Pt Roll Insertion Bobbin	2 1/4 cks.	
" 20	"	12 1/2	4	50	Cotton 1 Box needles & Fish Hooks		
" 21	"	15	3	45	Blk Fringe 2 pairs Alpaca & a few		
" 22	"	12 1/2	11	137 1/2			5.00
" 23	"	12 1/2	27	333 1/2	1 Box Sundries		3.00
" 24	"	12 1/2	31	387 1/2	1 Box Shoe Buttons & Silk		6.00
" 25	"	12 1/2	9	112 1/2	1 " Thres Lane & Oil		2.50
" 26	"	5	23	115	56 Scale & weights		3.00
" 27	" damaged	12 1/2	25	306 1/2	4 set Knives & forks		6.00
" 28	Common Prints	12 1/2	11	137 1/2	2 Smoothing Irons		1.40
" 29	"	15	15	225	6 paper Tacks		1.00
" 30	"	15	5	75	2 screw Bed Stands		10.00
" 31	Mustin Elaine	20	20	400	1 High Post Bed Stand		5.00
" 32	Gingham	25	15	375	1 Shot Gun		3.50
" 33	"	30	32	960	2 Truckle Bed Stands		2.00
" 34	"	35	3	105	1/2 Leg Pillow Cases		1.25 ea
" 35	Linsey	34	20	680	3 Bolsters & Cases		1.30 ea
" 36	"	8	20	160	3 Pillows		1.25 ea
" 37	"	6	30	180	3 Feather Beds & Spads		20.00
" 38	Osmary	18	18	324	16 Sheets		50 ea

{8483-29}

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No.	Description	Price	No.	Description	Price
69	6 Straw ticks	45c	103	1 Cupboard	7.00
70	7 Windsor Chairs	40c	104	1 Bureau	8.00
71	Clothes Basket & Broom	1.50	105	12 Dinner Bell & Counters	1.30
72	1 Stand	.50	106	2 Spittoons	1.00
73	12 Quills	1.50	107	2 mens Coats	5.00
74	7 Common Bed Spreads	50c	108	1 Old Axe	.25
75	2 White Cord "	2.00	109	1 Old Coffee Mill	40
76	8 Common Table Spreads	20c	110	1 Cloathes Brush	15
77	6 Table Cloths	1.25	111	Pt Key madder $\frac{2}{3}$	15
78	3 Window Curtains	75c	112	1 Pt Key Pepper $\frac{1}{4}$	20lb
79	7 Bed Valances	.50	113	1 Pt " Spice mix	18
80	12 Towels Tow	10c	114	1 " " $\frac{3}{4}$ Alum	3 cts
81	27 Pillow Cases	20c	115	$\frac{1}{4}$ Pt Bros Tobacco	12 $\frac{1}{2}$
82	10 Pr Suspenders	15c	116	$\frac{1}{2}$ " " "	12 $\frac{1}{2}$
83	17 Plates	10c	117	Pt Box wrapping Paper	50
	4 Butter Plates	10c	118	Red Tables	4.00
85	4 Blue Edged Plates	5c	119	1 Pork Barrel	20
86	1 Castor Stand	80	120	15 Bonnets	25c
87	10 Large Dishes	25c	121	1 Old Leather Trunk	50
88	1 Soup Stand	1.00	122	1 Womens Saddle & Suit	5.00
89	3 Cream Pitchers	20c	123	1 Old Table	40
90	2 Tea Pots	80c	124	Stone & Cooking Utensils	10.00
91	1 Flower Vase	80	125	2 Wash Tubs & board	75
92	10 Saucers 12 Tea Cups	3c	126	Will Bucket, Rope & Chain	1.00
93	3 Sugar Bowls	30c	127	Weather Boarding over Eisten	
94	1 Pitcher Large, 1 Broke	30	128	14 pr Scantling	
95	3 Mollifus Can 2 Broke	40c	129	1 Box stove & pipe <sup>each side</sup> cracked on	4.00
96	Salt Cellar & Pepper Box	10c	130	1 Parlor Stove	5.00
97	24 Knives 15 Forks <sup>4 Knives Box</sup> 1 Wash knife	3.50	131	4 Glass Tumbler fancy	
98	4 Tea Spoons 3 Large	10c	132	Shovel & Tongs	
99	1 Tea Canister	40c			
100	4 Wooden Boxes	15c			
101	2 " Buckets	25c			
102	11 Pieces Tin Ware	1.50			

I Charge for my services in Receiving said Goods  
H & Storing Same " " \$5.00  
Storage of Same to April 7<sup>th</sup> 1857 " 20.00  
A Couner

On the Back of said Reports of Master  
in Chancery & Receiver is the following Indorsement  
by the Clerk - Filed April 30<sup>th</sup> 1857  
C. H. Peck, Clerk

To the Introduction of said several documents  
in evidence on the part and behalf of the said  
Defendants, the said Plaintiff by his Counsel  
then and there Excepted severally for reasons by  
them stated at the time, said objections were  
sustained by the Court and said evidence  
Excluded from the Jury, To the decision and  
Ruling of the Court in sustaining said several  
objections and excluding said evidence from  
the Jury the defendants by their Counsel then  
and there Excepted.

Here the Defendants Rested their Cause  
and thus the foregoing is all the Testimony  
given or offered in the Case, and upon this  
Testimony the Cause went to the Jury"

The Jury rendered a verdict in favor of the  
Plaintiff for the sum of Five thousand  
dollars damages.

The Defendants by their Counsel thereupon  
entered a Motion for a New Trial in said  
Cause for the Following Causes to wit



First That the Verdict of the Jury is against the Evidence.

Second That the Verdict of the Jury was against the Law and Evidence.

Third That the Court erred in excluding from the Jury the evidence of the Witness Hannah Etherton offered by and in behalf of Defendants to prove the admissions and statements made by Jane Brush while she was a feme sole and the Guardian of Edgar Brush & Others Minor Children of James Brush deceased made previous to her Marriage with Israel Blanchard as to the purchase of the goods household & Kitchen furniture in dispute with the money of said Edgar Brush & Others which she had received as their Guardian.

Fourth That the Court erred in excluding from the Jury the Bill in Chancery of Edgar Brush and Others vs Israel Blanchard Plaintiff in this Cause the writ of Injunction issued thereon and the indorsements and orders thereon. The report of the Master in Chancery as to appointment of a Receiver and said Receivers Report offered in Evidence by the defendants in this Cause.

Fifth That the Court erred in excluding from the Jury the Receipt of Jane Brush given as Guardian of Edgar Brush & Others to D. H. Brush administrator of James Brush deceased acknowledging the Receipt of \$167  $\frac{28}{100}$  as such Guardian

But the Court overruled the motion for a New Trial therein and rendered a judgment in favor of the Plaintiff for the Amount of the Verdict of the Jury aforesaid. To the overruling of said Motion for a new trial the said Defendants by their Counsel then and there Excepted.

The defendants by their Counsel then asked for permission to prepare and present a bill of Exceptions in vacation which was then and there granted and a note of the same made upon the minutes of the Court.

The above and foregoing Bill of Exceptions presents a full and fair statement of the Testimony and proceedings had on the trial of the above titled Cause Before the Circuit Court aforesaid and they the said Defendants pray that it may be signed and sealed as such and made a part of the Record in this Cause which is done accordingly.

William H. Parrish L.S.  
Judge 3<sup>rd</sup> Circuit

State of Illinois }  
Jackson County } 58

I Edward H. Rees Clerk of the Circuit Court in and for said County, do hereby certify that the foregoing is a true transcript from the Record, of the proceedings had in the above and foregoing Case of Israel Blanchard vs Daniel H. Bush, Asgile Cramer & William Cox before the said Circuit Court in the Trial of said Cause before said Court.

In Witness whereof I have hereunto set my hand and Affixed the Seal

of our said Court at Murphyboro this the  
fifth day of June A.D. 1857-

E. H. Rees Clerk of the said  
Court of Jackson County

Ills



The defense made by their attorney assigns  
the following errors in their verdict.

Daniel H. Brush, }  
Asgill Courne & } Pltffs in error  
William Cox - }  
vs } Error to Jackson

Israel Blanchard Defs in error

And now again comes the said  
Plaintiffs in error, by Alexander M. Jenkins  
their Attorney, and says that in the  
Record and proceedings aforesaid  
and also in the rendition of the judgment  
aforesaid, there is manifest error, and  
assigns for error the following causes -  
to-wit.

First. The Court erred in overruling  
the Answer of defendants  
to the plaintiffs replications  
to the separate pleas of Defs  
William Cox & Asgill Courne

being the 3<sup>d</sup> and 4<sup>th</sup> pleas.

Second. That the Court erred in excluding from the Jury the evidence of the Witness Hannah Estherton offered by and in behalf of Defendants to prove the admissions and statements made by Isaac Prush while she was a four sole and the Guardian of Edgar Prush & other minor children of James Prush deceased made previous to her Marriage with Isaac Blanchard as to <sup>the</sup> purchase of the goods household & kitchen furniture in dispute with the Money of said Edgar Prush & other which she had received as their Guardian.

Third. That the Court Erred in excluding from the Jury the Bill in Chancery of Edgar Prush and other vs Isaac Blanchard Plaintiff in this Cause the writ of Rejoinder issued thereon and the indorsement and Order thereon, the Report of the Master in Chancery as to Appointment of a Receiver and said Receivers Report offered in evidence by the Defendants in this Cause.

Fourth. That the Court Erred in excluding from the Jury the Receipt of Isaac Prush given as Guardian of Edgar Prush & other to D. H. Prush Administrator of James Prush deceased acknowledging the Receipt of \$167 <sup>28</sup>/<sub>100</sub> as such Guardian.

Fifth. The Court Erred in Ordering Defendants Motion for a New Trial.

And the said Plaintiffs in error pray that the Judgment aforesaid, for the errors aforesaid, and for other errors Apparent in the record & proceedings aforesaid, may be reversed, Annulled & altogether

held for nothing, ~~and that,~~

A. M. Jenkins atty  
for platffs in error

State of Illinois Mt Vernon July 2: 1857. The clerk  
will make the writ of error issued herein, a  
superedeas, upon plaintiffs filing bond in  
the sum of one thousand dollars, conditioned &c  
with <sup>as</sup> M. Campbell, <sup>John Sawyer,</sup> <sup>John Miller,</sup> <sup>Phil Campbell or any two</sup> <sup>A. J. Bowyer</sup> as surety  
Walter B. Seates C. J.

No 24

Supreme Court

Daniel W. Brush

Asa C. Conner &

William Coof

v.

Israel Blanchard

cop of Record

Filed July 11/1857

A. J. Robertson Clk

Deposited July 27, 1857

by Geo. Jenkins of \$5.00

Repaired

# ABSTRACT.

DANIEL H. BRUSH,  
 ASGILL CONNER, and } *Plaintiffs in Error;*  
 WILLIAM COX, }  
 vs. }  
 ISRAEL BLANCHARD. } *Defendant in Error.*

## DECLARATION. BLANCHARD, PLAINTIFF BELOW.

Trespass *vi et arms*, for taking and carrying away divers Dry Goods, Wares and Merchandize, Household and Kitchen Furniture, belonging to the Plaintiff, and converting the same to their own use.

Plea 1st. General Issue. . . . . *Issue Joined.*

Plea 2d. Statute of Limitation. . . . . *Demurrer Sustained to.*

Plea 3d. Separate Plea of Defendant Cox says, at the time of committing the supposed Trespass in the Plaintiff's Declaration complained of, he was Sheriff of Jackson County, Illinois; and while he was such Sheriff, to wit, on the 7th day of August, 1854, Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush, and James Brush, in a Bill by filed their Guardian in their behalf, obtained a Writ of Injunction against the said Israel Blanchard, Injoining him from Selling, Using or in any manner disposing of the Dry Goods, Wares, Merchandize, Household and Kitchen Furniture mentioned in Plaintiff's Declaration.

That said Writ of Injunction was placed in his hands as Sheriff of said County to serve, and that there was on said Writ of Injunction, an Order by the People of the State of Illinois, under the Seal of the Circuit Court of Jackson County, ordering him as such Sheriff to execute the same, and to take and deliver the articles of Personal Property in Plaintiffs' Declaration mentioned to Asgill Conner, one of his co-Defendants, who had been appointed Receiver in Chancery to take charge of the same, and it safely keep, until a decision be made by the Circuit Court in regard thereto; and that by virtue of his said office as Sheriff, and the authority given by said Writ, and the said Order thereon, he took the articles of Personal Property in Plaintiff's Declaration mentioned, as he lawfully might, and delivered the same to Asgill Conner, who had been appointed Receiver, to receive and take care of the same as aforesaid, and that those are the Trespasses of which the Plaintiff complains.

4th Plea. The separate plea of Defendant, Asgill Conner. He says that he was, on the 7th day of August, A. D. 1854, duly appointed a Receiver in Chancery, by Order of the Court of Chancery, for the purposes of receiving, inventorying, and safely keeping the Goods, Wares and Merchandize in the Plaintiff's Declaration mentioned, until further ordered in regard thereto by said Court, that he had entered into Bond as such Receiver in the penal sum of \$1,000; and that by virtue of his said authority as Receiver as aforesaid, he did receive into his possession the Goods and Chattels in Plaintiff's Declaration mentioned, for the causes aforesaid and for the purposes aforesaid, and stored the same with Daniel H. Brush, in the Town of Carbondale, for safe keeping, where they remain, ready to be delivered up, on the order of said Court; and that those are the supposed Trespasses of which the Plaintiff complains.

*P. 2. 3. 4. 5 + 6 of B.*

" 6 "  
 " 6 "  
 " 7 "

*P. 9 of B.*

P. 11 of R.

5th Plea. The separate plea of D. H. Brush says, that on the 9th day of August 1854, he was keeping a store house in the Town of Carbondale, and was accustomed to receive goods in store, for safe keeping, and that he did on that day receive of the Defendant, Asgill Conner, the said Goods and Chattels in the Plaintiff's Declaration mentioned, to store and safely keep, until further orders in regard thereto, and for no other purpose whatever, and that they had been safely kept, without injury or diminution, ready to be delivered, to any person authorized to receive the same, when called for, which are the same supposed Trespasses of which the Plaintiff complains.

P. 12 of R.

The Plaintiff, by his Attorneys, interposed a Demurrer to the 2d, 3d, 4th and 5th Pleas of Defendants. The Demurrer was Sustained to the 2d Plea, and Overruled as to the others.

" 12 of R.

The Plaintiff, by his attorneys, filed Replication to the foregoing Pleas. To the 3d Plea, the separate Plea of the Defendant Cox, for Replication he says, that Asgill Conner was not lawfully appointed Receiver, and that William Cox, as such Sheriff, had no authority in law to take the Property, and deliver the same to Asgill Conner. —Issue Joined.

" 13 of R.

To the 4th Plea, being the separate Plea of Asgill Conner, for Replication he says, that the said Asgill Conner, Defendant, was not lawfully appointed Receiver of said Goods and Chattels, and had no right in law to take and receive the same, but did the same with force and arms of his own wrong, &c.—Issue Joined.

" 13 of R.

To the 5th Plea, being the separate Plea of Daniel H. Brush, for Replication, he says, that said D. H. Brush, of his own wrong, and without the causes by him alleged, seized, took and carried away the Goods and Chattels of the said Plaintiff, as in his Declaration mentioned, &c.—Issue Joined.

" 14 of R.

And for further Replication, the Plaintiff says, the Defendants, of their own wrong, without the causes, &c., in their 3d, 4th and 5th Pleas alleged, seized, took, and carried away the Goods and Chattels of the said Plaintiff, &c.

" 14 + 15 of R.

To these several Replications, the Defendants, severally, by their Attorneys, interposed a General Special Demurrer. The Demurrer was Sustained to the 4th and last Replication, but Overruled as to the others. The Defendants then Joined Issue on the several Replications.

15 of R.

The Defendants, William Cox and Asgill Conner, obtained leave and filed an Additional Plea, being the 6th Plea, as follows, to wit:

16 of R.

They say, that at the time of the taking of the said Property, of which the Plaintiff complains, that Daniel H. Brush, with them impleaded, was the Guardian of Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush and James Brush, Minor Heirs of James and Jane Brush, deceased, and that the Goods, Household and Kitchen Furniture, in Plaintiff's Declaration mentioned, belonged to the said Minor Heirs, and that Daniel H. Brush, their Guardian, had full right and authority to take possession of the same, and that they, at the request and by the command and as the agents and servants of the said Daniel H. Brush, took and carried away the Good &c. in Plaintiff's Declaration mentioned; and these are the same takings complained of by Plaintiff.

P. 17, 18, 19, 20 + 21 of R.

The Defendant, Daniel H. Brush, obtained leave, and filed an Additional Plea, being the 7th Plea, in which he says, that before the time, &c., in Plaintiff's Declaration mentioned, on the 7th day of January, 1851, Jane Brush, then a *feme sole*, was appointed the Guardian of Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush and James Brush, Minor Children of herself and James Brush, deceased, that she, as their Guardian, received \$1,100, money belonging to them; that

she vested said money in the purchasing Household and Kitchen Furniture, Dry Goods, &c., placed the Household and Kitchen Furniture in the house occupied by herself and family, and opened a house for the Vending of Goods, Wares and Merchandise, and commenced trading on the Dry Goods &c. purchased with her Ward Money.

That while the said Jane Brush was Guardian of said Minors, and while she had in her possession the Household and Kitchen Furniture, Goods, Wares and Merchandise, and was trading thereon, on the 7th day of September, 1853, she Inter-married with the Plaintiff, Israel Blanchard; that afterward, she, the said Jane, died, without having had any children by said I. Blanchard, and left the said Household and Kitchen Furniture, Goods, Wares and Merchandise in a house built and owned by her on Lot No. 104, in Carbondale, built previous to her marriage, and while she was a *feme sole*. That he, Daniel H. Brush, the defendant, after the death of said Jane Brush, was, on the 7th day of June, 1854, appointed the Guardian of said Edgar, Elkanah, Samuel, George, Mary and James Brush; and as such Guardian had full right and authority to enter the said premises and into said house, and take into his possession the Goods, Wares, Merchandise, Household and Kitchen Furniture, (purchased with the money of said Edgar Brush and others, his wards, the said property belonging to them,) as he did, aided and assisted by his Co-Defendants, Wm. Cox and Asgill Conner, who acted under his direction. And avers that the property above mentioned, is the same in Plaintiff's declaration mentioned, and the same purchased by said Jane in her lifetime with the money of said Wards, and the taking thereof the same supposed trespasses complained of by the Plaintiff in his declaration.

To the 6th Plea of defendant Conner, the Plaintiff for Replication denies that said Goods, Wares, and merchandise, Household and Kitchen Furniture were purchased by said Jane Brush with the money of said Edgar Brush and others, her Wards; but that the defendants together with D. H. Brush, their co-defendants of their own wrong did &c. commit the trespasses, and that said Goods, Wares and Merchandise, Household and Kitchen Furniture was the property of the Plaintiff.

To the 7th Plea. Replication denying that the said Goods, Wares and Merchandise and Household and Kitchen Furniture, was purchased with the money of Edgar Brush and others, but that said D. H. Brush of his own wrong without the causes &c., and that the said personal property, was the property of the Plaintiff and not the property of Edgar Brush Et al &c.

Jury and verdict for Blanchard for \$500. Motion for new trial, overruled. Excepted to. Judgment for Blanchard on verdict and writ of error by defendants.

Blanchard's (Plaintiff,) Evidence.

1st. Witness, Leonard Kean. Says he is acquainted with the parties &c.—Went with defendants Cox & Conner to Plaintiff's to get the property, saw in the house of Mr. Blanchard, in Blanchard's possession, some Household and Kitchen Furniture and Dry Goods, can not state accurately what articles of Goods he had, saw a list of the articles as made out, and would know the list again, if he was to see it, does not know anything about the price of the articles separately, thinks the aggregate value of them was about five or six hundred dollars. Saw but one Wagon Load of the Goods taken away. He saw Conner & Cox removing the Goods, he helped remove some of them himself. I have a very indistinct recollection of the aggregate amount. The Goods were invoiced by Conner, Richart, and myself. The only thing I can say

P. 20. & 21

P. 22.

P. 24. 25. 26 & 27 of R.



about Mr. Brush being there is I think I saw him there; I think I heard him order the goods to be taken; I think I heard him say he could not take them himself, but that Sheriff Cox could. I suppose he ordered Mr. Cox, Mr. Conner and Dr. Richart, there engaged in taking the goods, to take them, if anybody. This is only an impression on my mind. Mr. Brush was at that time residing in the same house where they were, he occupying a portion of the same house; all the house, excepting one room; I saw Mr. Brush in Blanchard's room but one time that day, and but a short time then. Mr. Cox, Mr. Conner, and Mr. Richart were taking the Goods before I saw Mr. Brush there. I cannot tell what Mr. Brush said or what he ordered about the Goods, I cannot remember what he said.

*P. 27. 28. 29. 30 & 31 of R.*

Plaintiff's 2d Witness, William Richart. I have heard Mr. Kean testify as a witness in this case, I was at the room of Israel Blanchard in Carbondale at the time he speaks of and assisted in taking a list of the articles, Dry Goods, Household and Kitchen Furniture, which he has spoken of.

*P. 28. of R.*

A paper containing a list of articles, was there put into his hands to examine (which list is copied into the testimony.)

After examination Witness said I believe this is a correct list of the Dry Goods, Household and Kitchen Furniture &c., that was made by himself at the time of taking said Goods, in the house where the Goods were. It is the original list and was made by myself, and is in my hand writing. The Goods and others articles mentioned in the list were in the possession of Mr. Blanchard and taken from his rooms.

The goods were the remnant of an old store consisting of remnants of calico, alum, tobacco, spice, pepper, &c. I have not formed an idea of what the goods are worth; should think the articles contained in this list are worth some five or six hundred dollars. There were some things left after taking those away, which he refused to give up, saying they were his own. I was there when Brush came into the room. Blanchard occupied part of the same house, and was on his way from the store to his dinner when he stepped into the room where they were taking the goods.

He said nothing when he stepped into the room until Blanchard ordered him out, when the difficulty before spoken of occurred. When Brush was about starting away he told Sheriff Cox to execute his order, and do his duty in the matter regardless of what anybody said. Brush was not there when they were removing the goods.

I think the prints that have been put down on the list at twelve and one half cents per yard should have been put down at nine cents. Think there should be twenty-five per cent. off the calico; perhaps \$150 worth of it as inserted in the bill is twenty-five per cent. too high. The calicoes were measured, some by counting the folds, some by measuring; some things were weighed and some guessed off.

*P. 32 & 33 of R.*

Plaintiff's 3d witness, Horace Boyer—I was merchandizing in Carbondale in 1854. It is hard for me to state what calico was worth there then. Common calico was worth from ten, twelve and one half to fifteen cents. I do not know what the goods amounted to; never saw them but once; remnants of calicoes when sold off altogether are worth about eight cents per yard. Remnant goods, such as those, are worth about fifty per cent. below the selling price.

*P. 33 & 34 of R.*

Plaintiff's 4th witness, R. T. Kennedy—I am acquainted with the cooking stove Blanchard had; it was worth about eighteen dollars; box and parlor stove was worth from ten to fifteen dollars; if used twelve or eighteen months, not worth so much by six or eight dollars.

*P. 34 of R.*

The plaintiff here rested his case.

P. 34 of R

DEFENDANTS' EVIDENCE.—Defendants by their counsel offered a certified copy of the order of the County Court of Jackson county, Illinois, appointing <sup>Jane</sup> ~~James~~ Brush guardian of Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush and James Brush, minors, which was read to the jury. The defendants then offered as evidence the certified copy of the letters of guardianship of Jane Brush, appointing her guardian of Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush and James Brush, minors, which was read to the jury.

P 37 of R

The defendants offered as evidence the letters of guardianship appointing Daniel H. Brush guardian of said minors, Edgar Brush and others, which was admitted and read to the jury.

P. 41 of R

The defendants, after having proven by Richard Dadding, the signature of Jane Brush to the same to be genuine, offered as evidence a receipt signed by her as guardian of said Edgar Brush, and others, for \$850, received of Daniel H. Brush, money belonging to Edgar Brush and others, her wards, which was read to the jury.

P. 41 of R

The defendants offered another receipt of the same kind for \$167 23, signed by said Jane Brush, as guardian for said Edgar Brush and others, and proven in the same way by Richard Dadding, which the Court ruled out and excluded from the jury.

P. 41-42-43 of R

The defendants offered in evidence a report made to the County Court of Jackson county by said Jane Brush, while she was guardian of said Edgar Brush and others, showing how much money she had received as such guardian, and that she had purchased goods with a portion of it, &c., and introduced Richard Dadding as a witness, who testified that he was well acquainted with the handwriting of the said Jane Brush; had often seen her write, and that her name subscribed to said report was her genuine signature and her handwriting: this report was by the Court excluded from the jury.

P. 44 & 45 of R

William Richart being called as a witness for defendants, testified: That on his examination as a witness on behalf of plaintiff, he had stated that he thought the aggregate value of the articles of goods and furniture, &c., contained in the list or invoice of goods taken from the plaintiff's house by Sheriff Cox and Asgill Conner, the one made by himself and offered in evidence, would have been five or six hundred dollars. He says this was a mere opinion of his from looking over the list; that the columns were not added up, or any calculation or estimate made as to what the aggregate value was at the time of making said list; that since he testified on behalf of plaintiff, he has made the calculation of the value of the separate articles named in said list, and added up the several columns, and finds that he was mistaken as to the amount, and that the correct aggregate value of the property contained in the said list as therein charged, is \$351 and some cents. The articles contained in said list are a portion of the same Jane Brush had previous to her marriage with Blanchard, and were on hand at the time of her death, which was in the spring of 1854; says he thinks the prices fixed to said articles in said list are all about their full worth, and right, except the common calicoes or prints; thinks they are charged too high—they are put down in the bill at 12 1-2 cents, and were not worth more than 9 cents.

P 45 of R

The defendants' witness, James M. Campbell, says: He has been a merchant in Jackson and Williamson counties for the last fifteen years; he now resides in Carbondale, Jackson county; that he has bought and sold several old stocks of goods.

P. 38 of R

The defendants introduced second evidence of the marriage of Israel Blanchard & Jane Brush guardian of Edgar Brush & others which was read to the jury.

The remnants of old stocks of goods of retail stores, after being on hand eighteen months or two years, are generally bought and sold at 10 per cent. below the original cost of the goods, when bought and sold the entire stock together, and that they were not worth more than that.

P. 45. 46. + 47. of R.

The defendants' witness, Hannah Etherton, testified, to wit: I was well acquainted with Jane Blanchard, wife of Israel Blanchard, plaintiff. Her name was Jane Brush before she married Israel Blanchard in the fall of 1853. She was the widow of James Brush, who is dead, and the mother of Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush and James Brush, minor children of herself and James Brush, deceased. She followed as a business, while the widow of James Brush, deceased, the selling of goods. She began trading in goods on the Ridge in November, 1851, and continued the selling of goods there and in Murphysboro' and in Carbondale, up to the time of her marriage with Israel Blanchard, which took place in the fall of 1853. I was frequently in and familiar with her store and the goods in it, from the commencement up to the time of her marriage with Israel Blanchard, and also after her marriage with him up to the time of her death, which took place in the spring of 1854, and was in the store once and saw the goods after the death of said Jane.

The goods on hand at the time of the marriage with said Israel Blanchard, and at the time of the death of said Jane Blanchard, and left at the time of her death, were of the same goods that said Jane had purchased and put into said store before she was married to the said Israel Blanchard; she had household furniture, beds, bedsteads, bureau, cupboard, washstand, silver spoons, dishes, cooking stove and utensils, which she had purchased previous to her marriage with Israel Blanchard, and had them on hand at the time of her marriage with him. I was frequently at the house of Jane Brush, both before and after her marriage with Blanchard. I know the goods and furniture are the same Jane Brush had purchased and had before her marriage with Blanchard. I had seen them so often I should know them now if I was to see them.

P. 47. + 48 of R.

The defendants then offered to prove by the said witness, Hannah Etherton, that Jane Brush, while she was a single woman, and long before she was married to Israel Blanchard, at the time of making the purchase of the dry goods and household and kitchen furniture in the plff's declaration mentioned, admitted and stated that she had purchased and paid for said dry goods, household and kitchen furniture with the money of Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush and James Brush, the minor children of herself and James Brush, deceased, which she had received and held as their guardian, and that she purchased the said goods and furniture for them, and was trading upon the goods for their benefit; said she thought it better for them to invest their money in this way than to loan it out, and that she never claimed or pretended that the said goods or furniture belonged to her, or had been purchased with her money;—and for that purpose propounded to the witness, Hannah Etherton, the following question to be answered by her: If you heard the said Jane Brush at the time she purchased said dry goods, household and kitchen furniture, say anything in regard to what money she had used and paid for them with, and for whom they were bought, and to whom they belonged, and for whose account she was trading in them while she was a *feme sole* and previous to her marriage with Israel Blanchard? Please state to the Court and Jury all she said in regard thereto—the time when she made said statements, and the circumstances under which they were made?

To the answering of this question by the said Hannah Etherton on behalf of defendants, the plaintiff, by his counsel, then and there objected—which objection was sustained by the Court, and the testimony of said witness in relation to the matter of said question excluded from the jury by the Court.

The defendants then offered as evidence to sustain their 3d, 4th and 5th pleas, being the separate pleas of Wm. Cox, Asgill Conner and D. H. Brush—the Bill in Chancery, filed August 7, 1854, by Edgar Brush, Elkanah Brush, Samuel Brush, George Brush, Mary Brush and James Brush, by their guardian, against Israel Blanchard, plaintiff.

The order thereon for issuing an injunction, and the appointment of a Receiver; the writ of injunction issued thereon in said cause, the order made thereon by the Master in Chancery, and Sheriff's return; and also the Report of John B. Clinton, Master in Chancery of Jackson county, made to the Court of the appointment of a Receiver in said cause; and the Report of the Receiver so appointed accompanies said Master's Report in regard to his action in the premises, containing a list of the property received by him and showing the disposition he had made of the same; all which evidence was, on motion of the plaintiff, excluded from the jury.

The bill shows that the same property with plaintiff's declaration mentioned, and for the taking of which this suit was brought, was purchased by Jane Brush previous to her marriage with the plaintiff, and paid for with money which she had in her hands as guardian of complainants and for their benefit; that plaintiff came into the possession of it by virtue of his marriage with said Jane, who was their mother; that he knew at the time that it had been purchased with their money; that after the death of their mother and guardian he took possession of everything he found on the premises, and refused to give this property up to their guardian, D. H. Brush; that he was about to sell this property for his own benefit, which is shown by his advertisement filed and made a part of the bill (marked "B.") The bill shows this to be all the personal property left by said Jane, their guardian; that Blanchard, who was about to sell it for his own benefit, was hopelessly insolvent—had nothing, except the property he had accrued as before stated, which he was about to dispose of to the injury of complainants and their rights, and there was danger, even after an injunction granted, of the property being removed beyond the limits of the county and disposed of so that complainants would be losers—even should it be decreed to them on hearing of the cause—and in that event they would be without remedy and must lose the whole amount of it, and nothing would be made from Blanchard, &c., and pray an injunction to restrain said Blanchard from selling said property, and the appointment of a Receiver to take charge of it and safely keep it, until a decision could be had in regard to it in the Circuit Court of Jackson county.

The application for the injunction and appointment of Receiver, indorsed on the bill, is addressed to the Master in Chancery of Jackson county, and the injunction and appointment of Receiver asked of him on the ground of the absence of the Judge from the county. The endorsement or order made on the bill by the Master in Chancery, grants the injunction and appoints the Receiver. The bill shows that Blanchard intended selling the property on the 12th day of August, and the application for injunction and receiver was made on the 7th—by going after the object would have been defeated.

The writ of injunction, with the Sheriff's return, shows that Blanchard was restrained from using or disposing of the property: it also shows the order to

*Order of the Master in Chancery indorsed on the writ of injunction requiring the Sheriff to take the goods and deliver them to Asgill Conner who he has appointed Receiver*

*P. 48. 50. 51. 52. 53. 54.  
55. 56. 57. 58. 59. 60.  
4. 16.*

*P. 68. of 16.*

*P. 68. of 16.*

*P. 69. of 16.*

*P. 71. of 16.*

deliver the property to Asgill Conner, the receiver, in case Blanchard should refuse to give it up to him.

The Report of the Master in Chancery shows the appointment of the Receiver by him, his reasons, and the grounds on which he exercised the authority; that he required of him a bond, which he executed and is on file, and submits the matter to the Court; that said Report is accompanied by the Report of Asgill Conner, Receiver, showing his appointment, giving a list of the property received by him, and showing that he had it in safe keeping awaiting the order of the Court in regard to it, in readiness to be delivered to the said Israel Blanchard, or other person, as the Court may order. The list filed by him shows that the property sued for by Blanchard is the same property which he was restrained by injunction from using, and the same in possession of Conner as Receiver.

It is inserted in the bill of exceptions that said appointment of Receiver was made by the Master in Chancery without any reference to him by the Court for that purpose, and in vacation, and whose report of the appointment of Receiver was not approved or confirmed by the Court. The insertion of this would seem necessary, as the record shows that fact. It may not be amiss to state that the Judge of the Court, although he did not approve or confirm the Report of the Master in Chancery, showing the appointment of the Receiver, he gave unmistakable evidence that he believed that the case made by the defendants justified the appointment of a Receiver, by appointing one himself on the same bill, on a motion made before him for that purpose, who afterwards refused to serve.

#### ERRORS ASSIGNED.

Overruling defendants' demurrer to plaintiff's replications to the 3d and 4th pleas of defendants.

Excluding the receipt of Jane Brush.

Excluding from the jury the report of Jane Brush as guardian.

Excluding the testimony of the defendants' witness, Hannah Etherton.

Excluding from the jury the evidence offered by defendants to sustain their 3d, 4th and 5th pleas.

Overruling defendants' motion for a new trial below and entering judgment on the verdict of the jury.

A. M. JENKINS, Att'y for Plaintiff in Error.

P. 72 of H.

P. 75 of R.

18-22-1857

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SUPREME COURT.

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D. H. BRUSH, ASGILL CONNER and Wm.  
Cox, Pl'ffs. in Error,

vs.

ISRAEL BLANCHARD Def't. in Error.

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ABSTRACT.

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<sup>to</sup>—<sup>o</sup>—  
ERROR FROM JACKSON.

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Supreme Court, November Term, 1857.

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*Filed Sept. 7<sup>th</sup> 1857*

*A. Johnston Ck*

*Stour Equity Suit  
Prudace 693  
Leet. 1258-*

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A. M. JENKINS,

Attorney for Plaintiff in Error.

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State of Minnesota Supreme Court. No. 10000 Ills.

Nov. Term 1857.

Daniel H. Brush

Angie Conner +

William Cox

vs

} plaintiffs vs Ever

} Ever from Jackson Co  
decedent for Plaintiffs

Israel Blanchard } deft vs Ever

The Clerk of the Supreme Court will please  
issue an Execution <sup>or Fieri</sup> against the deft vs Ever and his  
security for costs for the cost adjudged against him  
in this cause.

A. M. Jenkins atty  
for Plaintiffs vs Ever

Brush et al

27

Blanchard

Principes

Filed 17 June 1858

N. Schmitt Clerk



Israel Blanchard  
vs  
Daniel H. Brush  
Asgill Conner  
William Gay

In the April Term of the  
Jackson Circuit Court 1856  
Trespas.

I hereby enter myself security  
for costs in this cause and acknowledge  
myself bound to pay or cause to be paid all costs  
which may accrue or have accrued to the  
Opposite party or to any of the officers of this Court  
in pursuance to the laws of this state,

Witness my hand and seal date of this the 15<sup>th</sup> day  
of April A.D. 1856.

W<sup>m</sup> Winchester Seal  
Seal

State of Illinois

Jackson County } I E. H. Rees Clerk of the Circuit Court in and  
for said County do hereby certify the above and  
foregoing is a true copy of the last bond in said cause on file in my  
said Office.

Witness E. H. Rees Clerk of said Court  
and seal of Office affixed at Murphysboro  
this June 11<sup>th</sup> A.D. 1858

E. H. Rees Clerk

Jack in Court

Isaac Blanchard

vs  
A. W. Bush et al

Copy of Court Record

Filed 17<sup>th</sup> June 1858

N. Johnston Clk

Daniel H. Brink	} Error pass Jackson	In the Supreme
William Cef &		Court Nov. Term
Asgil Courner		A.D. 1857
m.		
Israel Blanchard		

The plaintiffs to sustain their third and fourth assignments of Error refer to the authorities following to wit,

- Greenleaf 1 Vol. Sec. 337.
- Burnell v. Bull 3. Sarfords Ch. R. P. 15
- Greenleaf. 1. Vol. Sec. 338. + 239. 240. 242. 243 + 4
- Aveson v. Kinnaird. 6 East. 188. 356.
- Clinton v. Hooper 1 Ves. ju. 173
- Williams v. Johnson 1 Strange 504
- Vowles v Young 13 Ves. 144
- Gresley's Equity evidence side page 315 (note A)
- Indic R Vol. 3. P. 268.
- Dale v. Johnson 1 Strange 568.
- Ameymanus 1 " 527.
- Knight v. Dancho 3 B. Mon. 277.

And to sustain their 5th & 6th assignments of Error to. 2 Greenleaf Sec. 272. 635. 625. and from Pages 250. to 260.

- Jennico v. Broughton. 5 Vesidell 170
- Parker v. Watson 16 Vesidell 514
- 2 Grant 358. 7. Grant 52. 4 Constock 140
- 1 Mann. (Mudge) 469.

9th. branch 203. 1 Wheaton 115. 17" Vermont 479.  
7. Johnson 495. + 6. 9th. Wheaton P. 81. 2<sup>d</sup> Cranch  
358. Bane app. 22. 11 Pickering 487. 2 Maps  
475.

Proctor's Legal Maxims P. 148.

May have occasion to refer to

Daniel's Ch. P. 3 Vol P<sup>o</sup> <sup>1981 16 2082 2164</sup> 2053. 2054. 2055.

2161. Holmes v. Field 12 Mh. 421.

1<sup>st</sup> Bright on Husband & Wife P. 16. 39.

1 Vol. Story's Eq. 464. 563. 594.

2 " " " 407. 481. 692. 693. 594

694 + 696. And some others to be

hereafter added

A. M. Jenkins *per* [unclear]  
Att'y.

Suprem Court Nov. Term 1857

Daniel H. Bush

William C. C. & J. J. J.

Agil Cramer

m.

Israel Blanchard & J. J. J.

Briff.

A. M. Senkins plaintiff  
atty.

Deed bond to Mr. Park

State of Illinois p.

Supreme Court M. Vernon  
November Term 1857.

Daniel H. Bush  
Asgill Conner &  
William Cox  
vs.

Isaac Blanchard

Pltffs in Error

Error to Jackson County

Defts in Error

The Clerk of the Supreme Court will please issue  
a Writ of Error against <sup>Isaac Blanchard</sup> the defendant in Error in the case  
who was plff in the Court below & said D. H. Bush Asgill Conner & Wm Cox Defendants  
and in accordance with the order of Walter B. Seates C.J.  
induced on the record in this cause, make the said  
Writ of Error a Supersedeas.

A. M. Jenkins Atty  
for Pltffs in Error.

no 24

Supreme Court

Daniel H. Brush  
Asgill Conner &  
William Cox.

and each from Jackson

Israel Blanchard

Receipt

Filed July 11<sup>th</sup> 1857

A. Schuster CM  
11

Israel Blanchard }  
as  
Daniel H Brush }  
Asgill Comer & }  
William Cox }

Trespas

April Term 1857

judgment is dopts

State of Illinois }  
Jackson County }

I Edw. Reis Clerk of the  
Circuit Court in and for said County do  
hereby Certify that the Cost Bill for making  
Copy of Record in the above Case on appeal  
taken from the Circuit Court of said County to  
the Supreme Court is \$22.14

In Witness whereof I have  
hereunto set my name  
and affixed the Seal of  
said Court at Murphysboro  
this 11<sup>th</sup> day of June 1858  
Edw. Reis Clk

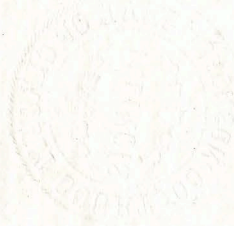


Bush Connor & Co  
vs  
James Buchanan

Cost Bill

Filed 17. June 1858

N. Johnston Clerk



*[Faint, mostly illegible handwritten text in the left margin, including the name 'James Buchanan' and other names.]*

*[Faint, mostly illegible handwritten text in the right margin, appearing to be a list or account.]*

I know all men by their presents, that we Daniel H. Brush  
Azgill Conner & William Coy, principals, and

their secretaries are  
held and firmly bound unto Israel Blanchard his heirs  
Executors, and administrators, in the good sum of One  
thousand dollars Current money, for the payment of which  
sum well and truly to be made, we bind ourselves our heirs  
executors and administrators, jointly & severally by  
these presents, Made and sealed with our seals & dated  
this 4<sup>th</sup> day of July A.D. 1857.

The condition of the above obligation is such, that  
whenever the above named Israel Blanchard, did at the  
April Term of the Jackson County Circuit Court, State of Ills.  
before said Circuit Court, obtain a judgment, against the  
above bounden Daniel H. Brush, Azgill Conner & William Coy, for  
the sum of five hundred dollars and costs of suit, in a certain  
action of Trespas against them, from which Judgment of the  
said Circuit Court, the said Daniel H. Brush, Azgill Conner  
and William Coy have obtained a Writ of Error, to remove said  
Cause to the Supreme Court of said State of Illinois, and  
said Writ of Error, is to operate as a supersedeas, by order  
of Walter B. Senter Chief Justice of said Supreme Court, and  
stay all further proceedings in said Cause until it is  
heard in said Supreme Court. Now if the said Daniel  
H. Brush, Azgill Conner & William Coy plaintiffs in Error,  
shall well and truly pay the said Judgment, and all costs, and  
interest and damages, in case said judgment, shall be affirmed  
by the Supreme Court, and also shall duly prosecute their said writ  
of Error, without delay. Then the above obligation to be void other-  
wise to remain in full force and effect.

I Testimony whereof they have hereunto subscribed their  
names and affixed their seals, day and year  
above written.

D. H. Brush  
A. Conner  
Wm Coy

Witness  
A. M. Jenkins

J. M. Campbell  
H. Sanders

Approved and filed  
July 16<sup>th</sup> 1857.  
N. Johnston C.M.

No 24  
Supreme Court

Daniel H. Brink Asgill  
Comer & M<sup>rs</sup> Corp. p<sup>l</sup>ffs  
in Error.

vs

Israel Blanchard.

Appel Bond by  
p<sup>l</sup>ffs in Error.

Filed July 11<sup>th</sup> 1857.

A. Johnston clk  
" "

STATE OF ILLINOIS  
SUPREME COURT,

} SS.

THE PEOPLE OF THE STATE OF ILLINOIS;

WRIT OF ERROR.

To the Clerk of the Circuit Court for the county of *Jackson* 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 *Jackson* county, before the Judge thereof, between

*Israel Blanchard*

plaintiff, and *Daniel H. Bush, Argill Courne*

and *William Cox*

defendant it is said manifest error hath intervened, to the injury of the aforesaid *Daniel H. Bush,*

*Argill Courne and William Cox*

as we are informed by *them*

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

Mount Vernon, in the county of Jefferson, on the *first Tuesday after the second Monday in*  
*November* 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. WALTER B. SCATES Chief Justice  
of our said-court, and the seal thereof, at Mount Vernon this

*Eleventh* day of *July*

in the year of Our Lord One Thousand Eight Hundred  
and Fifty-*Seven*.

*Noah Schuster*

Clerk Supreme Court.

N 24

D. H. Marsh, Agent  
Comd & Mexico, Staff  
in error

in } Part of error

Israel Blanchard left  
in error

Comd to Jackson

Issued and filed  
July 11<sup>th</sup> 1857  
S. Johnston CM

S. Johnston CM

This list of error is now a Department  
and is to be kept as a record

STATE OF ILLINOIS, }  
SUPREME COURT. } ss.

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Sheriff of *Jackson* County,

Because in the record and proceedings; and also in the rendition of the judgment, of a plea which was in the Circuit Court of *Jackson* County, before the judge thereof; between *Israel Blanchard* plaintiff, and *Daniel H. Brush*, *Argill Cornu* and *William Cornu*,

defendants; it is said that manifest error hath intervened to the injury of said *Daniel H. Brush*, *Argill Cornu* and *William Cornu* 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 Mt. Vernon, 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 *Israel Blanchard*

that ~~he~~ be and appear before the Justices of our said Supreme Court, on the first day of 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 errors 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 there the names of those by whom you shall give the said *Israel Blanchard* notice, together with this writ.

*Walter B. Scates*

Witness, the Hon. ~~Samuel H. Treat~~, Chief Justice of our said

Court, and the seal thereof, at Mount Vernon, this *eleventh*

day of *July* in the year of our Lord;

one thousand eight hundred and fifty- *seven*

*North Johnston*

Clerk of Supreme Court.

Served the within writ of sub. po. by reading  
the same to the within named defendant Israel  
Blanchard this 25<sup>th</sup> day of August A.D. 1857.

Wm. Cox Sheriff  
By O. H. C. Davis Deputy

Israel H. Brush,  
Asgill Connor and  
William Cox, Attys in  
Err. } Sers for  
Israel Blanchard  
Def't in err  
we do here certify  
That a true copy  
of the within Summons  
- or supersedeas was  
served on Israel  
- Blanchard on the 25<sup>th</sup>  
day of August A.D. 1857

H. G. Boyer  
W. M. Child  
Served by delivering  
a copy of the within  
on the 25<sup>th</sup> of August  
to Israel Blanchard  
Sheriff Deco  
making out as deliv  
ering copy \$1.50  
Wm. Cox Sheriff  
By O. H. C. Davis Deputy

The writ of error which has been shown  
and filed in this cause is made a  
supersedeas, there is to operate as a  
suspension of the execution of the  
judgment; there is to be stayed  
by all concerned.  
Wm. Cox Sheriff



Daniel A. Bush }  
vs } Error to Jackson  
Isaac Blanchard }

The defendants in Error refer the Court to 8th Blackford's Reports p 262 and to 1st Greenleaf Rec. 179 et seq as to the admission of Jane Bush sought to be proven by Hannah Etheaton the ruling of Court below in relation thereto, being questioned by 4th Error assigned

The Master had no right to appoint a receiver Edwards on Receivers from 1 to 18

The order under the seal of the Court issued by the Clerk of Circuit Court Commandary Sheriff to take the goods & deliver them to the receiver is a nullity - that not being the mode pointed out by law to remove goods from debt to receiver Edwards on Receivers 124 + 125

If the Clerk had no authority to issue the writ or order - & the Master no authority to appoint a receiver, then <sup>neither</sup> such order or appointment afforded any protection to Sheriff or receiver in taking goods 15 vend 170

J. W. Bush  
at al } error to  
by } Jackson  
Orvil Blanchard

reference to author  
: the on the part  
of debt in error

No 24.

Nov. 1857

Brush, corner  
of box

By

Blanchard

Corner to Jackson

F483

Revised and  
Revised