

11866

No. _____

Supreme Court of Illinois

Pierce.

vs.

Carleton.

71641  7

To Davies
Marshal B. Pierce
Chap. G. Carleton stat.

6 19

1851

11866

Pierce

State of Illinois }
Jo Daviess County }

Pleas in the Circuit Court began
and held within and for the County of Jo Daviess afore-
said on the second Monday in the month of March
A.D. 1850 before Mr. Hon. Benjamin R. Sheldon then
presiding Judge of said Court

Hon. Benjamin R. Sheldon Judge

Wm. H. Hadley Clerk

M. B. Perci Sheriff

Charles G. Carleton & Abraham
R. Frothingham partners in trade
under the name & firm of Carleton &
Frothingham

Plaintiffs

vs
Robert Cribb

Defendant

Be it remembered
that heretofore & on the first day of March A.D.
1850 the said Plaintiffs Carleton & Frothingham
by their Attorneys Newstead & Washburne filed in
the Office of the Clerk of the Circuit Court for said
Jo Daviess County an affidavit, process and bond
for costs. Wherein said affidavit, process and bond
are in the words and figures following to-wit:

State of Illinois }
Jo Daviess County } ss.

This day personally appeared before me the
undersigned a Justice of the Peace in and for said County
and State Robert Bloomer agent of Charles G. Carleton and
Abraham R. Frothingham partners in trade under the name
and firm of Carleton & Frothingham of New York who are
about to apply for a writ of foreign attachment against the

estate goods chattels rights and credits of Robert Knibb of the County of Grant and state of Wisconsin and being first duly sworn according to law deposes and says that said Robert Knibb is justly indebted as he verily believes to the said Charles G. Carleton and Abraham R. Frothingham in the sum of twenty seven hundred and sixty nine $64/100$ dollars and interest lawful money of the United States for goods wares and merchandise sold and delivered to said Knibb by said Carleton & Frothingham for which said Knibb executed his certain promissory note dated New York March 19th 1849 wherein he promised to pay nine months after date thereof to the order of said Carleton & Frothingham twenty seven hundred and sixty nine $64/100$ dollars at the office of Carleton & Frothingham ^{N.Y.} for value received which said note was then and there delivered to said Carleton & Frothingham and which is still due and entirely unpaid, that said Robert Knibb is not a resident of this state but resides in the said County of Grant and state of Wisconsin so that process of law from the courts of Illinois cannot be served upon him, that he has goods chattels rights and credits in the state of Illinois and within the jurisdiction of this court

R. Bloomer.

Subscribed and sworn before me }
 this 28th February 1850 }
 Wm. C. Postwick J.P. }

Upon foregoing affidavit &c. let a writ of foreign attachment issue according to the Statute, and summon as garnishees Patrick Strachan and James Carter trading by name of James Carter & Co., James Knibb, Nathaniel Sleeper and Marshal B. Pierce,

To W. H. Bradley Esq.
 Clerk, Cir. Court S.D. Court

Hempstead & Washburne
 Atty's for Plaintiffs
 Feb. 28th 1850.

Bond for costs.

State of Illinois }
Jo Daviess County } ct.

In the Jo Daviess County Court
March Term A.D. 1850.

Charles G. Leavelle and Abraham
R. Frothingham trading as partners
by name of Leavelle & Frothingham
Plaintiffs

vs.

Robert Scribb, Defendant

In Attachment

I do 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 in this action either to the opposite party or to any of the officers of this Court in pursuance of the laws of this State.

Dated at Galena this 28th day of February A.D. 1850

Chas. S. Hempstead *(Signature)*

Approved,

Wm. H. Bradley, Clerk of Jo Daviess County Court.





Endorsed, Filed March 1st 1850 Wm. H. Bradley Clerk

And afterwards to wit; on the same day to wit on the 1st day of March A.D. 1850 the said Plaintiffs filed in the office of the clerk of the said Circuit Court their attachment bond which said is in the words and figures following to wit;

Know all men by these presents that we Charles G. Leavelle and Abraham R. Frothingham as principals and Robert Plummer and Wilnot Leady of the County of Jo Daviess and State of Illinois are held and firmly bound unto Robert Scribb in the penal sum of five thousand five hundred and thirty nine 64/100 dollars lawful money of the United States to be paid to the said Robert Scribb for which payment well and truly to be made we bind ourselves our heirs executors ^{and} administrators jointly and severally ^{firmly} by these presents. Sealed with our seals.
Dated this twenty eighth day of February A.D. 1850.

The condition of this obligation is such that whereas the above bounden Charles G. Carleton and Abraham R. Frothingham partners under the name and firm of Carleton & Frothingham by Robert Bloomer their agent have on the day of the date hereof prayed an attachment at the suit of themselves against the estate of the above named Robert Gribb for the sum of twenty seven hundred and sixty nine ^{64/100} dollars and the same being about to be sued out of the Jo Davies County ^{Circuit} Court in the State of Illinois returnable on the second Monday in the month of March next to the term of said Court then to be holden: Now if the said Carleton and Frothingham shall prosecute their said suit with effect or in case of failure therein shall well and truly pay ^{and satisfy} unto the said Robert Gribb all such costs in said suit and such damages as shall be awarded against the said Carleton & Frothingham their heirs executors or administrators in any suit or suits which may hereafter be brought for wrongfully suing out said attachment, then the above obligation to be void otherwise to remain in full force and effect

Taken and acknowledged }
 before me this 28th day of }
 February A.D. 1830 }
 Wm. H. Bradley }
 Clerk }

Charles G. Carleton 
 by his Attorney
 J. S. Hempstead
 A. R. Frothingham 
 by his Attorney
 J. S. Hempstead
 R. Bloomer 
 W. Leady 

Attest,
 Wm. G. Bostwick

Endorsed. Filed March 1st 1830, Wm. H. Bradley Clerk.

And on the same day & on the first day of March
A.D. 1857 a writ of attachment was sued out of the
Clerk's Office of said Court in favor of the said Plaintiffs
and against the said Robert Crabb which said writ
together with the return of the Sheriff thereon are in
the words and figures following to wit,

State of Illinois }
Jo Daviess County }
}

The People of the state of Illinois to the Sheriff of said County - Greeting
Whereas Charles L. Carlton and Abraham R. Frothingham partners
under the name and style of Carlton and Frothingham by
Robert Bloomer their agent Plaintiffs have complained on oath
to the Clerk of our Jo Daviess County Circuit Court for the County
aforesaid that Robert Crabb defendant is justly indebted unto the
said Plaintiff to the amount of twenty seven hundred and sixty
nine $6\frac{4}{100}$ dollars and interest; and also that said Robert Crabb
is not a resident of this state but resides in the County of
Grant and state of Wisconsin so that process of law from the
Courts of Illinois cannot be served upon him

And the said Carlton & Frothingham Plaintiffs having given bond
and security according to the direction of the act in such case
made and provided; we therefore command you that you attach
so much of the estate real and personal of the said defendant
to be found in your County as shall be of value sufficient to sat-
isfy the said debt and costs according to the said Complaint;
and such estate so attached in your hands to secure or
so to provide that the same may be liable to further proceedings
thereupon according to law at the Jo Daviess County ^{Circuit} Court to be
holden in and for the County aforesaid at Galena in said County
on the second Monday of March Instant so as to compel the
said defendant to appear and answer the Complaint of the
said Carlton & Frothingham Plaintiffs. And that you also summon
Patrick Strachan and James Carter trading under the name
of James Carter & Co., James Crabb, Nathaniel Sleeper and

Marshal B Pierce as Garnishee to be and appear before the said Court on the said second Monday of March Instant then and there to answer what may be objected against when and where you shall make known to said Court how you have executed this writ. And have you then there this writ.

Witness Wm. H. Bradley Clerk of the said and the seal thereof at Galena this 1st day of March A.D. 1850

Attest Wm. H. Bradley
Clerk

I have this 1st day of March A.D. 1850 executed this writ by levying upon all the goods and merchandise left from Marshall's sale of this day as the property of Robert Knibb found in the possession of Mr. B. Pierce to wit; Ten boxes Boots, thirteen boxes Merchandise four Band boxes and contents and seven empty boxes. For list of articles see schedule marked $\text{\textcircled{P}}$ hereunto attached being part of the same goods levied upon by United States Marshal by his Deputy on executions from District of Illinois Circuit Court U.S. No. 1271 and 1272 ~~and~~ Robert Knibb & Mr. B. Pierce acknowledged service on the within as Garnishee the 2^d day of March A.D. 1850, the within named Nathaniel Sleker summoned as Garnishee by reading the 1st day of March A.D. 1850 and James Carter summoned as Garnishee by reading this writ the 5th day of March 1850, the within named Patrick Strachan not found in my County and the within named Robert Knibb not found in my County, and also on this 11th day of March 1850 read this writ to James Knibb as Garnishee

M. P. Pierce, Sheriff

Sheriff's fees	Levying & serving	\$ 2.50
	Mileage	25
	Retry	10
	Expenses on levying	.75
		\$ 3.60

I Marshall B. Pierce acknowledge service of the within as Garnishee this 2^d day of March A.D. 1850.

M. P. Pierce.

List of the goods attached as referred to in the levy of March 1st 1850.

85	Pieces Lawns &c.	20	Boxes with goods
2	Summer Lustre	32	Boxes assort Ribbons
7	Mrs. Delaine	2	Emb'd White Cape Shawls
2	Blk Cotton Velvet	1	Plain do. do.
2	Double fold Gingham	6	Infants fine fancy hats
6	Domestic do.	6	Ladies head dresses
2	White Flannel	36	Fancy Hd Kfs. & cravats
6	Supr. Casmere	29	Worked collars
2	Com. do.	3	do Capes
3	Bro. Holland	15	Gause Veils &c.
4	Tailors Linen Padding	7	Ladies standing collars
8	Broad cloth	9	Emb'd Delaine Shawls
1	Satinette	23	Fancy summer shawls & scarfs
2	Ky. Jeans (or Factory)	5	Emb'd Cashmere Shawls
2	Tweed (Cropwicks)	130	Assort'd Parasols & Shades
189	Prints, assorted qualities	41	Superior Parasols
20	Cottonades	21	Bundles White Shirts
2	Mullinett	6	Blk silk Plush Caps
2	Silk Velvet	8	Worsted do. do.
8	Ass't cold silk & Cottoned	13	Large Carpet Bags
3	Apron check	10	Small do. do.
1	Plaid Linen	144	Seghorn straw & silk Bonnets
2	Cotton Diaper	25	Band Boxes
8	Blue Domestic	121	Cards fancy buttons
36	col'd Cambries	6	Pr. col'd feathers for bonnets
2	check Linen	2	Bundles bonnet wire & 1 do 2 thread
8	Remnants Gingham &c	1	Box White Nose
3	Bird's eye Diaper	7	Boxes Gents' silk gloves
2	Linen do.	33	" Ladies & Cotton do & Mitts.
12	Common Binding	3	Cards trimmings for Bread Bags
32	Fancy silk fringes & edgings	1	Bread bag & 31 fancy fans
2	Blond Lace	2	Boxes metallic shops
1	Edging	16	Pr Cakes
1	Bro. Domestic	10	Boxes Boots
		8	Box Napkins

And afterwards to wit on the 11th day of March A.D. 1830 in March Term A.D. 1830 of said Circuit Court William S. Robinson by Johnson his attorney filed in open court by leave of the Court his plea of Interpleader herein in the words and figures following to wit;

Carleton & Frothingham

vs.

Robert Crabb

In the Circuit Court
March Term 1830.

William S. Robinson comes and by leave of the Court first had and obtained for that purpose and interpleads as well at the suit of the said Plaintiff as the Defendant and says that on the 1st of March A.D. 1830 a writ of attachment was issued by the clerk of the Circuit Court aforesaid in favor of said Carleton & Frothingham and against the estate rights and personal property of the Defendant Robert Crabb by virtue whereof the Sheriff of said County aforesaid to whom said writ of attachment was directed levied upon certain goods chattels and Merchandise to wit, levied on the 1st day of March A.D. 1830 on all the goods and merchandise left from the Marshall's sale of this day as the property of Robert Crabb found in the possession of Mr. B. Pierce to wit: ten Pines Boots, thirteen boxes of Merchandise, four band boxes and contents and seven empty boxes, 85 pieces of Lawn &c., 2 do. Lin. Lincen, 7 do. Mr. Orleans, 2 do. Blk. Cot. Velvet, 2 do. double fold Gingham, 6 do domestic Gingham, 2 do White flannel, 6 do. Sup^r. Cassimere, 2 do. Com. do, 3 do. Bro. Holland, 4 do Tailor's lin. padding, 8 do Broad Cloth, 1 do Sattinett, 1 Ky. or Factory Jean, 2 do Tweeds (Croswick's) 189 do Prints assorted qualities, 20 do Cottonades, 2 do Millinett, 2 do silk velvet, 8 do silk & Velvet cot. net, 3 do. apron check, 1 Plaid linen do. 2 do Cotton Diaper, 8 do Blue domestic, 36 do Cambric, cold, 2 do check Linen, 8 do Remnants of Ginghams &c, 3 do Birds eye diapers, 2 do. Linen do. 12 do. Common binding, 32 boxes assorted Ribbons 2 embroidered white Crape shawls, 1 plain do. do. do., 6 Infants fine fancy hats, 6 Ladies head dresses, 36 do. Fancy Hdkfs. and cravats, 29

worked collars, 3 do caps, 15 Gause Veils &c. 7 Ladies standing collars, 9 Embroidered ^{Delaine} Shawls, 23 fancy summer shawls and Scarfs 5 emb'd Cashmere shawls, 130 assorted Parasols and shades, 41 Superior Parasols, 21 Bundles white shirts, 6 Blk Plush caps, 8 Worsted do. do, 13 large Carpet bags, 10 small do. do, 144 Seghorn silk and straw bonnets, 25 band boxes, 121 Cards fancy buttons, Sref &c, 6 Pr. Colored feathers for bonnets, 2 bundles bonnet wire, 1 doz. thread, 1 box white hose, 4 boxes Gents' silk gloves, 33 do Ladies silk & cotton do. 3 bundles do black do, 3 Cards trimmings for head bags. 32 pieces silk fringes and edgings, 2 do blond Lace, 1 do. edging, 1 Pr. Brown Domestic 20 boxes with goods, 1 head bag, 31 fancy fans, 2 boxes metallic Strops, 16 Pr Cacks, 10 boxes boots, 8 dozen nappings, by reference to said writ of attachment for description it will appear as the goods Chattels & Merchandise of the said defendant Robert Cribb

Now the said William L. Robison says that neither at the time of issuing or levying the said writ of attachment in manner aforesaid were the joint goods chattels and merchandise or either or any part thereof the property of the said defendant. But on the contrary the same and every part thereof was the property goods chattels and merchandise of the said William L. Robison the interpleader herein at the County and Circuit aforesaid, and this he is ready to verify &c. Wherefore he prays Judgement &c.

Wm. Y. Johnson
Atty for
Interpleader &c

And the said Carleton & Frothingham come and say that ^{the said} property was the property of the said Cribb and of this they put themselves upon the Country, by

Hersupstead & Washburne
their Attys.

Endorsed. Filed March 11th 1850, Wm H Bradley Clerk

And afterwards to wit, on the 19th day of March A.D. 1850 in March Term A.D. 1850 of said Circuit Court the said Plaintiffs by their Attorney filed in open Court their declaration against the said Defendant which said declaration is the words and figures following to wit:

State of Illinois }
Lo Davers County }
1st Court. } Oct.

In Circuit Court
March Term 1850.

Charles G. Carleton and Abraham R. Frothingham partners in trade under the name and style of Carleton and Frothingham complain of Robert Gibb in a plea of trespass ^{on the case} or promises.

For that whereas the said Defendant heretofore to wit; on the 19th day of March in the year of our Lord one thousand eight hundred and forty nine at New York (to wit at the County aforesaid made his certain promissory note in writing bearing date a day and year therein mentioned to wit; the day and year aforesaid and thereby and then and then promised to pay nine months after ^{the} date thereof to the order of the said Plaintiffs under the name and style of Carleton & Frothingham at their office N.Y. the sum of twenty seven hundred and sixty nine $64/100$ dollars for value received and then and there delivered the said promissory note to the said Plaintiffs; by means whereof and by force of the

statute in such case made and provided the said defendant then and there became liable to pay to the said Plaintiffs the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note; and being so liable the said Defendant in consideration thereof afterwards to wit; on the day and year aforesaid at New York to wit at the County aforesaid undertook and then and there faithfully promised the said Plaintiffs to pay them the said sum of money in the said promissory note specified according to the tenor and effect thereof.

2^d Count. And whereas also the said defendant afterwards to wit; on the first day of January in the year of our Lord one thousand eight hundred and fifty at New York to wit at the County aforesaid was indebted to the said Plaintiffs in the farther sum of 3000 dollars lawful money of the United States for the work and labor, care and diligence of the said Plaintiffs by the said plaintiffs before that time done performed and bestowed in and about the business of the said Defendant and at his special instance and request; and also for divers materials and other necessary things by the said Plaintiffs before that time found and provided and used and applied in about that work and labor for the said Defendant, and at his like special instance and request; and also, in the farther sum of 3000 dollars of the like lawful money for divers goods wares and merchandise by the said Plaintiffs before that time sold and delivered to the said defendant and at his like special instance and request; and also in the farther sum of 3000 dollars of like lawful money for money by the said Plaintiffs before that time lent and advanced to, and paid laid out and expended for the said defendant and at his like special instance and request; and also in the farther sum of 3000 dollars of like

lawful money for other money by the said Defendant before that time had and received to and for the use of the said Plaintiffs; and also for that the said defendant accounted with the said plaintiffs of and concerning divers other sums of money from the the said defendant to the said plaintiffs before that time due and owing and then in arrear and unpaid and upon such accounting the said defendant was then and there found to be in arrear and indebted to the said plaintiffs in the further sum of 3000 dollars of like lawful money and being so indebted to the said defendant in consideration thereof afterwards to wit; on the day and year last aforesaid at New York to wit at the County aforesaid undertook and then and there promised the said plaintiffs to pay them the said several sums of money in this Court mentioned when he the said defendant should be thereunto afterwards requested

Breach. And yet the said Defendant not regarding his said several promises and undertakings not as yet paid the said several sums of money or any or either of them or any part thereof to the said plaintiffs although often requested so to do but the said Defendant to pay them the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Plaintiffs of 4000 dollars and therefore they sue &c by;

Hempstead & Washburne
Plffs. Atty's

Copy of note sued on
\$2769 ⁶⁴/₁₀₀

New York March 19th 1849.

Nine months after date I the subscriber of Galena Ill. promise to pay to the order of Carleton and Frothingham twenty seven hundred & sixty nine ⁶⁴/₁₀₀ dollars at the office of Carleton & Frothingham N.Y. value received.

Robt. Scribbles

Endorsed, Filed 19th March 1850, Wm H. Bradley, Clerk.

And afterwards to wit on the 21st day of March A.D. 1850 the said Interpleader William L. Robinson by his attorney filed in open court with the clerk of said court a Bond for costs which said Bond is in the words and figures following to wit;

Bond for costs.
State of Illinois }
Jo Davie's county } set. In Jo Davie's county Circuit Court
March Term A.D. 1850

Carleton et. al.

vs.
Robt. Crabb, Defendant

Wm. L. Robinson, Interpleader.

} Trial of the rights of
} Property

I do hereby enter myself for security for costs in this cause and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action either to the opposite party or to any of the officers of this court in pursuance of the laws of this state

Dated at Galena this 21st day of March A.D. 1850.

Approved

Wm. H. Bradley

M. Y. Johnson

Clerk of Jo Davie's County Court

Endorsed, Filed 21st March 1850, Wm. H. Bradley clerk.

And afterwards to wit on the 22^d day of March A.D. 1850 the said Plaintiffs by their attorney filed in open court with the clerk thereof their motion and affidavit in the words and figures following to wit:

Carleton et. al.

vs.
Crabb

} W. L. Robinson interpleader for
} property attached
} March T. Cr. Court Jo Davie's Co. Ill. 1850.

And now comes the said Plffs and moves the court

to dismiss this interpleader for the reason that the said Robinson had not at the time of the filing said interpleader filed a bond for costs, the said Robinson being a non-resident.

H. & Washburne
for Plffs.

State of Illinois }
 Lo Davers County }

Bolton F. Strother being sworn says that W. L. Robinson the interpleader above mentioned is a non resident of this state, but resides in Wisconsin.

B. F. Strother.

Sworn and subscribed }
before me this 22 day of }
March A. D. 1850 }
 Wm H. Bradley }
 Clerk }

Endorsed, Filed March 22^d 1850. W. H. Bradley Clerk

And afterwards to wit, on the 22 day of March A. D. 1850 in March term A. D. 1850 of said Circuit Court in the records of the proceedings thereof in said Cause is the following entry to wit:

Charles G. Carleton and }
Abraham R. Frothingham }

vs

Robert Coribb }

Attachment

The Plaintiffs by attorney comes and moves the court on affidavit filed to dismiss the plea of Interpleader filed herein which motion is overruled by the court and it is ordered by the court by agreement of the parties by their attorneys that this cause shall abide the result of the verdict of the jury in Cause of Algernon F. Washburne against Robert Coribb

And afterwards to wit, on the same day to wit on the 22^d day of March A.D. 1850 the said Plaintiffs by their Attorney filed in open court with the Clerk thereof their Interrogatories to the Garnishees summoned herein which said interrogatories are in the words and figures following to wit.

In the Circuit Court Jo Davies March term 1850 in the case of,

Scarleton et. al, }

vs
Robt Leibbs }

Interrogatories to the Garnishees summoned in this case.

1st. Had you in your profession charge or control at the date of the service of this writ in this case any moneys, rights, credits or effects owned by or due to Robert Leibbs? If so state what rights, amount thereof by whom due and when payable?

2^d Were you indebted to said Defendant at the date of the service of said writ of attachment? If so how much, for what due and when payable?

3^d Please state what debts or effects of the defendant there were at the date of said writ of attachment in the hands of any other person or persons besides yourself, to the best of your knowledge and belief.

4th Had you in your profession charge or custody at the date of the said writ any lands, tenements, goods or Chattels of said Robert Leibbs? If so state the description of each and the value thereof.

5th Had you at the date of the service of said writ any rights, credits or effects of said defendant (not here in before specified) in your profession charge or custody,

from you due and owing at the service of said Court
or any time since or which may be hereafter become
due? If so state the value, amount, when due and
how payable?

Keempstead & Washburne

Atty's for Plff.

Endorsed Filed March 22, 1830 Wm H Bradley Clerk

Afterwards to wit on the same day to wit on the 22 day
of March A.D. 1830 the said Plaintiffs by their Attorney
and the said Claimant by his attorney filed in open
Court with the Clerk of said Court an agreement
in the words and figures following to wit:

Leauleton et. al.

vs
Leibb

Lowery et al

vs
Same

In Civ. Court
March term 1830.

Attachments.

In the above cases where W. L. Robinson has come
in by an Interpleader and claimed the property
attached it is hereby agreed that the said claim to
the said property attached by the said Robinson
in the said cases shall abide the event of the trial
in the case of Washburne vs Leibb where said Robinson
interpleads tried at this term of the said Court and
the same judgment is to be entered in them as shall
be entered in the case of Washburne vs. Leibb at
the present term.

Wm. Johnson

Attorney for Claimant

Keempstead & Washburne

for Leauleton et. al.

B. F. Shrother

for Lowery et al.

Endorsed, Filed 22 March 1830 Wm H Bradley Clerk

And afterwards to wit on the 23^d day of March A.D. 1830
in Masch Term A.D. 1830 of said Court in the record
of the proceedings thereof in said Cause there is
the following entry to wit;

Charles G. Scarlett and }
Abraham R. Frothingham }

vs

Robert Cribb, William L.

Robinson Interpleader

Attachment

By agreement and stipulation of the parties by their
Attorneys on file that the trial upon the plea of the Inter-
pleader herein should abide the verdict of the jury and
the judgment of the Court thereon in the case of Alge-
non S. Washburne against Robert Cribb said Rob-
inson Interpleader the jury yesterday returned the
following verdict to wit, "We the jury find the property
not in the claimant" and the said Interpleader by
his attorney moves the Court for a new trial herein
and thereupon the Plaintiffs offer to relinquish to the said
Claimant William L. Robinson one case of Prints
and upon the relinquishment by the Plaintiffs of one case
of Prints from the levy under the attachment which
is accordingly done and the Sheriff is directed to re-
store it to the claimant the motion for a new trial
is overruled by the Court, to which the claimant by
his attorney excepts. It is therefore considered by
the Court that the plaintiffs have and recover of the
said Interpleader William L. Robinson their costs
in this behalf expended and that execution issue
therefor

And afterwards to wit on the 9th day of April A.D. 1830
the said Claimant Robinson by his attorney filed
with the Clerk of said Court his release in the words
and figures following to wit;

J. & A. Wesson }
vs }
Cribb } not tried.

J. & A. Wesson }
vs }
Cribb } Judgt. vs Interpleader

A. S. Washburne }
vs }
Cribb } Judgt. vs. Interpleader

Carleton et. al }
vs }
Cribb } Judgt. vs. Interpleader

And now at this day comes William L. Robinson by his attorneys Johnson and Campbell and with draws his interpleader in the above entitled cause of J. & A. Wesson vs. Cribb, and releases all his claims to the property attached in said cause and also enters his release in all the above entitled causes as well for the goods attached as the proceeds of the same after sale

Galena April 9th 1830 Johnson & Campbell
indorsed Filed April 9th 1830 Wm H. Bradley Clerk
Atty. for Plaintiff

And afterwards to wit on the 20th day of May A.D. 1830 in May Term A.D. 1830 of said Court the said Garnishes James Cribb and N. Sleeper by their Attorney filed in open Court with the Clerk of said Court their separate answers to the Interrogatories of the Plaintiff on file which said answers are in the words and figures following to wit

Carleton et. al. } Attachment } In the Circuit Court
vs } } In Davis County Ill
Robert Cribb } } May Term A.D. 1830.
The separate answer of James Cribb one of the

Garnishee summoned in this case, after being duly sworn according to law makes oath and states in answer to the first interrogatory herein:

That he had nothing in his possession charge or custody at the service of said writ of attachment and Garnishee on him in this case, neither money rights credits or effects owned by or due to the said Robert Leible the defendant herein.

In answer to the second interrogatory states, that he was not indebted to the said Robert Leible at the date of the service of said attachment and Garnishee in any amount whatever as all his business transactions with Robert Leible had been fully closed and settled before the suing out of said writ, otherwise than hereinafter stated.

This Garnishee before the suing out of said writ executed to Robert Leible his negotiable promissory note on settlement with him which note will be due and payable in about eighteen months from this date. If Robert Leible is the holder of said note when it becomes due and payable then I will be indebted to him in the amount thereof or to whomsoever may be the holder of the same at maturity.

In answer to the third interrogatory answers and states, that he does not know and cannot state what effects or debts were in the hands of other persons at the date of said writ of attachment, but this affiant believes there was debts consisting of negotiable promissory notes due Robert Leible from divers persons, but he cannot answer as to the particular persons or the amounts thereof as he does not know all his transactions with them.

In answer to the fourth interrogatory answers and states that he had nothing in his possession charge or custody at the date of the service of said writ neither goods chattels lands or tenements of the said Robert Leible the defendant of any description kind or value whatever.

states - he had nothing in his possession charge or control at the service of the writ on him in this case belonging to Robert Coribb neither money rights credits or effects owned by or due him.

In answer to second interrogatory answers and states - he was not indebted to the said Robert Coribb at the date of the service of said writ of attachment in any amount whatever

In answer to third interrogatory answers and states, - that he does not know and is not informed what effects or debts of the defendant were in the hands of other persons at the date of said writ of attachment - nothing was in the hands of this Garnishee, neither is he informed of the business transactions of the defendant so as to have any knowledge or belief in regard to the matter.

In answer to fourth interrogatory answers and states - that he had nothing in his possession charge or custody at the date of said writ of the defendant Robt. Coribb of neither lands tenements goods Chattels rights or credits, as he had long before closed all business transactions with said Coribb and closed and settled his accounts.

In answer to the fifth interrogatory answers and states - that he had nothing - no rights credits or effects of any name or kind in his possession charge or custody of the said Robert Coribb or belonging to him, neither was there any thing due and owing or to become due and owing to him from this Garnishee at the service of said writ or at any time since of any amount or value whatever, having closed and settled all business transactions with Robert Coribb sometime in Ad. 1849 since which time this Garnishee has had no transactions with him - and having answered fully prays to be discharged with his costs &

Nathaniel Sleeper

State of Illinois }
Jo Daviess County } Personally appeared before me the above
named Nath'l Sleeper and being duly sworn on his
oath states the answer above by him subscribed
is true and further saith not

Wm H. Bradley Clerk
Endorsed Filed May 20th 1830 Wm H. Bradley Clerk
And on the same day to wit, on the 20th day of May,
A.D. 1830 the said Plaintiffs by their Attorneys filed
in open Court with the Clerk of the said their proof
of publication herein which is in the words and
figures following to wit.

State of Illinois - Jo Daviess County
In Circuit Court of said County a May term A.D. 1830.
Charles G. Carleton and
Abraham R. Frothingham }
partners under the name and } In Attachment
style of Carleton & Frothingham }
vs
Robert Cribb }

Public notice is hereby given to the said Robert Cribb
that a writ of attachment issued out of the Circuit Court
for said Jo Daviess County at the suit of Charles G. Carle-
ton and Abraham Frothingham and against the estate
of the said Robert Cribb for the sum of twenty seven
hundred and sixty nine dollars and sixty four cents
dated the 1st day of March A.D. 1830 directed to the Sheriff
of Daviess County to execute which said writ has been re-
turned by the said Sheriff into the said Clerk's office with
the following return endorsed thereon to wit;

"I have this 1st day of March A.D. 1830 executed this
writ by levying upon all the goods and merchandise left
from Marshal's sale of this day as the property of Robert
Cribb found in the possession in the shop of M. B. Pierce, to wit

Ten boxes boots, thirteen boxes Merchandise, four band
boxes and contents and seven empty boxes; being part
of the same goods levied upon by the United States Mar-
shal by his deputy on Executions from Illinois Cir-
cuit Court U.S. Nos. 1271 and 1272 vs. Robert Cribb.
And M. B. Pierce acknowledges service in the writin as
Garnishee by reading the 2nd day of March A.D. 1830 and
the writin named Nathaniel Sleeper summoned as
Garnishee by reading the 1st day of March A.D. 1830
and James Carter summoned as Garnishee by read-
ing this writ the 5th day of March 1830, the writin
named Strachan not found in my County, and also on
this 11th day of March 1830 read this writ to James
Cribb as Garnishee" Now unless you the said
Robert Cribb shall personally be and appear before
the Circuit Court of said Jo Daviess County, on the
first day of the next term thereof to be holden at the
Court House in Galena on the third Monday of May
next give special bail and plead to the said Plaintiffs
action judgment will be rendered against you in
favor of the said Carleton and Frothingham and the
the said estate so attached or garnished as afore-
said, ^{will be sold} to satisfy the same with cost

Wm. H. Bradley Clerk

Kempstead & Washburne

Plff's Atty's.

Galena March 19th 1830.

We hereby certify that the annexed advertisement
was published in the North Western Gazette
four consecutive weeks the first of which pub-
lication was on the (20) twentieth day of March
(1830) eighteen hundred and fifty

Koughton & Springer

Endorsed Filed May 20th 1830 Wm. H. Bradley Clerk

And afterwards to wit, on the 20th day of May A.D. 1850. in May Term A.D. 1850 of said Court in the record of the proceedings thereof in said Court is the following entry to wit;

Charles G. Carleton and }
 Abraham R. Frothingham }
 vs. } Attachment.
 Robert Cribb }

Nathaniel Sleeper and James Cribb two of the Garnishees summoned herein come and file their answer to the interrogatories of the Plaintiffs on file in this cause and the Plaintiffs by their attorney come and file proof of publication according to law, and the Defendant being three times solemnly called came not but made default, it is therefore considered by the Court that the Plaintiffs have and recover of the Defendant their damages, but as these damages are not certainly known and it appearing to the Court that this action was founded upon a certain promissory note of hand for the payment of money only it is ordered by the Court that the Clerk assess the same, and the Clerk having reported the same at the sum of twenty eight hundred thirty eight dollars and eighty eight cents, which report is approved by the Court, It is therefore considered by the Court that the Plaintiffs have and recover of the Defendant the said sum of twenty eight hundred thirty eight dollars and eighty eight cent, so as aforesaid assessed by the Clerk together with their costs by them about their suit in this behalf expended and that a special execution issue therefor against the property attached.

And afterwards to wit on the 21st day of May A.D. 1850. in said May Term of said Court the said Garnishee Mr. B. Pierce files his answers to the interrogatories of the Plaintiffs on file and also his motion to be

discharged as such Garnishee which said answers
and motion are in the words and figures following
to wit:

Carlton & Frothingham

vs

Robert Cribb

A. S. Washburne

vs

Robert Cribb

J. & A. Lowery

vs.

Robert Cribb

J & A. Wesson

vs

Robert Cribb

B. Pierce a Garnishee summoned in each and every
of the above entitled causes.

In reply to interrogatory First.

At the time each of the summons in the above entitled
causes were served upon me I had in my hands two
hundred and forty nine ⁰⁰/₁₀₀ dollars belonging to Rob-
ert Cribb said sum was the balance in my hands of
the proceeds of the sale of certain goods levied on by me
as Deputy Marshal to satisfy two executions issued
from the U.S. District Court in the state of Illinois
in favor of Edwards et. al. and Lowery et. al. which
were sold as the goods of ^{said} Robert Cribb on the first day
of March last and the proceeds thereof went to satisfy
said executions leaving in my hands said sum
of \$249⁰⁰/₁₀₀ which is all the money I have of said Cribb.

In reply to Interrogatories 2^d, 3^d, 4th, 5th, and 6th
in each of said cases

I have answered in my reply to interrogatory
first, I have nothing further nor do I owe said
Cribb any money nor have I any property of

In the Jo Daviess County
Circuit Court
May Term 1830.

his in my possession except as before stated.

M. B. Pierce.

Sworn to and subscribed }
before me this 21st day of }
May A.D. 1830. }
Wm. H. Bradley Clerk.

To Daviess County Circuit Court
October Term 1830.

And now at this time comes the said Marshal B. Pierce
and on the within foregoing answer filed in this Hon.
Court on the 21st day of May 1830 in each of the sev-
-eral cases therein named and moves the Court to
be discharged with his reasonable costs and charges.

M. G. Johnson

Atty of

M. B. Pierce.

Endorsed Filed May 21st 1830. Wm. H. Bradley Clerk

And afterwards to wit on the same day to wit on the
21st day of May A.D. 1830 said Plaintiffs by their at-
-torney filed in open Court with the Clerk thereof ad-
-ditional interrogatories to the Garnishee James
Cribb which are in the words and figures following
to wit:

Additional interrogatories to be propounded to James Cribb
a garnishee summoned in the suits of Washburne vs.
Cribb and Carleton et. al. vs. Cribb, In the Jo Daviess
Co. Cir. Court May Term 1830.

Did you purchase a stock of goods of Robert Cribb
and if so when, and to what amount, upon what terms
how much cash did you pay and how much on credit
and how long a credit? If you gave notes for the
said purchase, how many notes, to whom, on what time
what the dates of the said notes?

This was added in Act 30
in the sheet on which the
answer was made.
with additional interrogatories
Wm. H. Bradley

What have you done with said goods or the proceeds thereof? If you sold them to whom did you sell them and whether for cash or on credit and if for cash what have you done with the money have you got it or have you paid it to Robert Crabb and if you sold on credit to whom did you sell them and how did they agree to pay you, if those to whom you sold on credit gave you notes what have you done with those notes? How have you paid Robert Crabb for those goods, when did you pay him and in whose presence? How many goods of the stock you purchased of Robert Crabb had you on hand at the time of the levy of the attachments and executions against them upon said goods? How large a portion of said goods were not taken upon said attachments and executions and what was done with said portion of goods ^{left} after they were they sent off to be sold at a auction and if so where were they sent and who sold them and what was done with the proceeds of the said sale? When did you close all your transactions with Robert Crabb and how did you close them, by payment or otherwise, and if otherwise how otherwise? Did you take a receipt from Robert Crabb? ^{if so furnish a copy of it with your answer. Where are the notes you gave Robert Crabb?} Don't you know they are in his possession?

Have you recently talked with Robert Crabb about those notes, and if Robert has passed them out of his hands state into whose hands they have gone and for what consideration, and did not the party who received take them with the knowledge of the transactions between you and your brother Robert? State if you do not know of a single person who is indebted to Robert Crabb, and if so what form and how much is he indebted to said Robert? State if you do not know ~~several~~ several persons who are owing Robert Crabb and how much? State the nature of the transactions between yourself Robert Crabb and Nathaniel Sleeper.

, if it was not the understanding that all the proceeds received by Sleeper for goods sold belonged in justice and honesty to Robert Libb and in your conversations with Sleeper about these goods did you not treat them as the goods of your Brother Robert?

Kemp'd & Washburn

Attys for Plff's

Endorsed "Filed May 21st 1830 Wm Bradley Clerk

And afterwards to wit, on the same day to wit, the 21st day of May A.D. 1830 in said May Term A.D. 1830 of said Court in the record of the proceedings thereof in said cause is the following entry to wit,

Charles G. Carleton and
Abraham Frothingham

vs

Robert Libb

} Attachment.

Marshal B Pierce a Garnishee summoned in this cause files his answer showing that at the date of the service of the summons on him as Garnishee there was in his hands the sum of two hundred forty nine dollars and seven cents belonging to said Robert Libb the Defendant herein.

And afterwards to wit on the 24th day of May A.D. 1830 in May Term A.D. 1830 of said Court in the record of the proceedings thereof in said cause is the following entry to wit

Charles G. Carleton and
Abraham Frothingham

vs

Robert Libb

} Attachment

Now came on ~~the~~ to be heard the exceptions of the Plaintiffs heretofore filed by their attorney to the answer of James Libb a Garnishee filed herein which after argument by counsel is sustained

by the court, and the said Garnishee has leave to amend his answer, and now comes Nathaniel Sleeper one of the Garnishees by his attorney and moves the court to be discharged upon his answer filed herein which motion is overruled by the court and on motion of the Plaintiffs Attorney leave is granted him by the court to file additional interrogatories to the Garnishees Nathaniel Sleeper and James Libb which is accordingly done and the said Nathaniel Sleeper comes and files his answer to which answer the Plaintiffs Attorney comes and files their exceptions

And afterwards to wit on the same day to wit on the 2nd day of May A.D. 1830 the said Plaintiffs by their Attorney filed in open court by leave of the court with the clerk thereof additional interrogatories to the Garnishee N. Sleeper which are the words and figures following to wit:

Washburne
vs
Libb
Scarleton et. al.

In her. court. May Term 1830

vs
Libb

} Additional interrogatories to be propounded to Nathaniel Sleeper a garnishee in the above cases.

Do you know of a stocks of goods in Galena which belonged to Robt. Libb, and if so to whom said Robt. Libb pretended to sell said goods? If you state that he pretended to sell to one James Libb, his brother, state what you know of said sale how and when said James was to pay for them? What did said James do with said goods or any portion of them? Did he send them to your auction store to sell? and if so at what time and to what amount? Were they sold by you and for what

amount and what have you done with the proceeds?
- have you paid them over or have you them now
in your possession? Don't you know from the admis-
-ions of the parties and otherwise that the sale of said
Robert to said James was a fraudulent one and made
for the purpose of defrauding the creditors of the said
Robert Libb? and whether the moneys by you received
for the sale of the said goods do not in point of fact be-
-long to said Robert Libb and not to James Libb

Keemp & Washburne

Plff's Atty's.

Endorsed "Filed May 24 1830 Wm. Bradley Clerk

And on the same day to wit on the 24th day of May A.D.
1830 the said Plaintiffs by their attorney filed in said
court his answer ~~with~~ their exceptions to the answers of
the said Garnishee Sleeper to the additional interroga-
-tories of the Plffs which exceptions are in the words
and figures following to wit:

And on the same day to wit on the 24 day of May
A.D. 1830 the said Garnishee Sleeper by his attorney filed
in said court his answers to said additional interroga-
-tories which are in the words and figures following
to wit:

Washburne	}	Current Court May Term.
vs		
Libb	}	The separate answers of Nathaniel Sleeper a Garnishee summoned in the above entitled causes to the ad- -ditional interrogatories filed therein.
Carleton et. al.		
vs	}	
Libb		

And now at this time comes the said Nathaniel
Sleeper and after being duly sworn makes answer and
states that he knows Robert Libb had a stock of goods
in Galena up until about the middle of July A.D. 1829

and that he understood that about that time he sold said stock to his brother James Cribb but that he does not know and cannot state on what terms the sale was made from said Robert to said James or how the said goods were to be paid for - that after said sale spoken of James Cribb went into the possession of said stock of goods and continued to do business in Galena in his own name and selling said goods until about the 28th day of January 1850 when said James went out of business by selling some \$800. worth of said stock to one William L. Robinson and the residue of said stock on hand amounting to about \$300. worth to this Garnishee with a bill of about \$700. purchased before.

And in answer to 2^d Interrogatory this Garnishee answers and states that said James Cribb went into possession of the said goods aforesaid sometime about the middle of July 1849 and continued to sell from the said stock of goods until about the 28th day of January 1850, claiming and exercising acts of ownership over them and about which time he sold out and for the amounts above stated, that a large portion of said goods as purchased by this Garnishee have been sold by him for about \$1500. on a credit of some four months upon my taking well secured paper for the same - the goods remaining unsold are in my possession.

In answer to the 3^d interrogatory he answers and states that he does not know from the admissions of the parties or otherwise that the sale from said Robert to said James Cribb was a fraudulent one and made for the purpose of defrauding the Creditors of Robert Cribb; Neither does this Garnishee express any opinion as to whether said sale was a fraudulent one or not, neither does this Garnishee know whether the

money by him received and paid or to be paid to the said James Libb for the said goods so purchased from him belongs in point of fact to the said Robert Libb and not to the said James Libb, but that all his transactions in said purchase were had with James Libb having had nothing to do with said Robert in said transaction and purchase, and this Garrison further answering in explanation states that he purchased said goods referred to in his answer above from James Libb and executed his acceptance for the same to be paid as soon as the amount should be realized out of the goods so purchased and having answered fully says to be discharged with his reasonable costs.

Nathaniel Sleeper.

Sworn to and subscribed
before me this 24th day
of May A.D. 1830
W. H. Bradley Clerk

And the said Nathaniel Sleeper comes and for further answer and explanation for particularity answers and states that the first bill of goods purchased and referred to in his above answer was purchased from James Libb on the 28th day of November A.D. 1829 and amounted to the exact sum of \$717.50 for which he executed his promissory note to said ^{James} Libb at four months from the date of said purchase

That the other purchases spoken of in said answer above was made of James Libb on the 28th day of January 1830 and was for the exact amount of \$2300. for which he gave his acceptance to be paid as soon as said amount of \$2300 was realized by him out of the goods so received from said James Libb.

This Garrison further answers and states

that he does not know and cannot state the exact amount of his sales from the goods received from James Keribb aforesaid, but to the best of his knowledge he believes the amount to be about \$1500. which he has sold on time and that he holds the notes of the purchasers thereof. The rest of the goods not sold remain in the possession of this Garnishee, the exact amount on hand he cannot exactly state without taking a particular inventory of each article remaining on hand but believes the whole amount not sold as above stated remains in his possession

Neither does this Garnishee admit the right of the said Plaintiff to know the amount of goods sold by him and the amount of goods on hand thereby to learn the amount of profits he may have made on such ^{purchase} or to whom he sold or whether he took notes or how they were secured. This Garnishee most respectfully submits that his private transactions with other persons are in no way to be made the subject of inquiry in this proceeding. And this Garnishee further states that he has had no transactions of any kind with Robert Keribb since long before the service of process on him in this case. Neither does he know the amount of the sale from Robert Keribb to James Keribb but his entire transaction was with James Keribb and he is alone responsible to him or the holders of the acceptance and note aforesaid and only for the amount therein named and that he owes Robert Keribb nothing, and having answered fully prays to be discharged.

Sworn to and subscribed
before me this 28th day of
May A.D. 1830

Nathaniel Sleeper

W. H. Bradley Clerk

Endorsed Filed May 24th 1830 W. H. Bradley Clerk

And on the same day to wit on the 24th day of May A.D. 1830. the said Plaintiffs by their attorney filed in said Court their exceptions to the answers of the said Garnishee Sleeper to the additional interrogatories of the Plaintiffs which exceptions are in the words and figures following to wit;

Washburne

vs
Leribb
Carleton et. al.

In lerr. Court.
May Term 1830.

vs
Leribb

} The Plffs. in the above suits come and except to the additional answers of Nathaniel Sleeper or a Garnishee ^{announced} in the above cases, for the reason that they ~~are~~ the said answers are equivocal evasive uncertain insufficient and argumentative.

The answers do not state the amount of the sale of goods from Robert Leribb to James Leribb

They do not state with sufficient certainty the amt. of the goods received by said Garnishee from James Leribb and when purchased

They do not state the amount of goods remaining unsold he has in possession

They do not state the amt. of the acceptance given by him for said goods, to whom payable, for what amt. or whether the condition of the acceptance has been complied with

Keemp^d & Washburne
Endorsed "Filed May 24th 1830 Wm H. Bradley Clerk

And afterwards to wit on the 27th day of May A.D. 1830 in said May term of said Court in the record of the proceedings thereof in said cause is the following entry to wit:

Charles C. Carleton and
Abram Frothingham
vs
Robert Leribb

Attachment

Now came on to be heard the exceptions of the Plaintiffs heretofore filed by their attorney to the answer of Nathaniel Sleeper a Garnishee summoned herein heretofore filed to the additional interrogatories of the Plaintiffs which after argument by Counsel is sustained by the Court and on motion of the said Garnishee by his attorney leave is granted him by the Court to file an amended answer

And afterwards to wit on the 28th day of May A.D. 1850 in said May Term thereof the said Garnishee N. Sleeper comes by his attorney and files his additional answers herein

These additional answers lost or mislaid
M. H. P. 19th July 1851

And afterwards to wit on the 3^d day of June A.D. 1830 as yet of the May Term A.D. 1830 of said Court the said Sleeper by his attorney files in open Court with the Clerk thereof his motion in the words and figures following to wit:

Carleton et. al. } Circuit Court
vs } May Term '30
Robt. Keribb }

Nath. Sleeper comes by his attorney and moves the Court to be discharged as Garnishee in the above entitled cause on an answer filed.

Mr. Y. Johnson

Endorsed Filed 3^d June 1830 Wm H. Bradley Clerk Atty &c

And afterwards to wit on the 4th day of June A.D. 1830 as yet of the said May Term A.D. 1830 of said Court the said Plaintiffs by their Attorney filed in open Court with the Clerk thereof their allegation to the answers of the said Sleeper Garnishee as aforesaid in the words and figures following to wit:

Carleton et. al. } Allegation vs N. Sleeper, Garnishee
vs }
Keribb }

And now come the said Plaintiffs and allege that the said Sleeper Garnishee aforesaid has not truly answered the amt. of goods and chattels in his possession belonging to said Defendant and this they pray may be inquired of by the Country.

Hemp & Washburne

Endorsed " Filed June 4th 1830 Wm H. Bradley Clerk.

And afterwards to wit on the same day to wit on the 4th day of June 1830 as yet of said May Term of said Court in the record of the proceedings there of in said cause is the following entry to wit:

Charles G. Caulton and
Abraham R. Frothingham

vs

Nathaniel Sleeper
Garnishee of Robert Libb

} Attachment

} The Plaintiffs by their
attorney come and file their allegations to the answers
of the said Garnishee; ^{and the said Garnishee} by his attorney moves the
Court to be discharged from this attachment which
motion after argument is overruled by the Court.

And afterwards to wit on the 8th day of October A.D.
1830 in October term A.D. 1830 of said Court in the
record of the proceedings thereof in said Cause is the
following entry to wit:

Charles G. Caulton and
Abraham R. Frothingham

} Attachment

vs

Robert Libb

} By agreement of parties
by their attorneys, it is ordered by the Court on motion
of James Carter (a Garnishee summoned herein) by
his attorney that he be discharged as such Garnishee
herein.

And afterwards to wit on the 14th day of October A.D.
1830 in said October Term of said Court the said Gar-
nishee W. B. Pierce comes by his attorney and on
motion leave is granted herein by the Court to
amend his answers

And afterwards to wit on the 15th day of October A.D.
1830 the said Garnishee by his attorney filed in open
Court with the clerk of said Court his amended an-
swers which are in the words and figures following
to wit:

Carleton & Frothingham

^{vs}
Robt. Coribb

Washburne

^{vs}
Coribb

J & A Lowery

^{vs}
Coribb

J & A Wesson

^{vs}
Coribb

first - That at the time of the service of the Summons on him in each and all of the above entitled causes he had no money property rights credits or effects in his possession charge or control belonging to Robt. Coribb other than what may appear from the following statement of facts.

Prior to the service of said Garnishee process or any of them on him in the above entitled causes, this Garnishee was one of the Deputy Marshals of the Circuit Court of the United States in and for the District of Illinois and as such Deputy Marshal there came into his possession about the first of February 1830 two certain executions to wit writs of fieri facias issued from said Circuit Court for said District of Illinois one in favor of Alfred Edwards et. al. and the other in favor of J. & A. Lowery and directed against Robt. Coribb amounting in all to the sum of \$2600. 75 cts. before then, in said Circuit Court recovered by said plaintiffs against said Coribb, by virtue of which said executions this Garnishee as such Deputy Marshall levied upon certain goods and chattels as the property of Robt. Coribb and proceeded to sell on the first day of March A.D. 1830 under and

Circuit Court Oct. Term 1830

Attachment.

The separate answer of M. P. Pierce amendatory and explanatory of his answer filed in each and all the above entitled causes filed under leave of this Hon. Court.

The said Garnishee answers and states in reply to interrogatory

first - That at the time of the service of the Summons on him in each and all of the above entitled causes he had no money property rights credits or effects in his possession charge or control belonging to Robt. Coribb other than what may appear from the following statement of facts.

Prior to the service of said Garnishee process or any of them on him in the above entitled causes, this Garnishee was one of the Deputy Marshals of the Circuit Court of the United States in and for the District of Illinois and as such Deputy Marshal there came into his possession about the first of February 1830 two certain executions to wit writs of fieri facias issued from said Circuit Court for said District of Illinois one in favor of Alfred Edwards et. al. and the other in favor of J. & A. Lowery and directed against Robt. Coribb amounting in all to the sum of \$2600. 75 cts. before then, in said Circuit Court recovered by said plaintiffs against said Coribb, by virtue of which said executions this Garnishee as such Deputy Marshall levied upon certain goods and chattels as the property of Robt. Coribb and proceeded to sell on the first day of March A.D. 1830 under and

by virtue of said executions said goods and chattels until the proceeds amounted to the sum of \$2899.82^{cts}

This Garnishee at that time supposing that said proceeds would amount to less than an amount ~~sufficient~~ necessary to satisfy said executions, but found on Computation the exact amount as above stated out of which this Garnishee satisfied said executions, commissions costs &c to the amount of \$2650.75^{cts} leaving a balance in my hands of \$249.07^{cts}. a part of said proceeds arising from said sale on the executions aforesaid which last named sum remained in my hands as such Deputy Marshal at the time of the serving of the writs in this case on me as such Garnishee. An account of which sale and proceedings under said executions aforesaid was returned by me to the Marshal who directed and ordered me as his Deputy to return the executions clerk and Marshal fees and the said \$249.07 to the clerk of said Court all of which I did except the sum of \$249.07 which by reason of the above Garnishee I have retained in my hands. This Garnishee further states at and before the Levy on said goods and chattels aforesaid they were claimed by one W. L. Robinson and found in the possession of one B. H. Campbell and were levied upon by me as such Deputy Marshal under a bond of Indemnity.

In answer to the 2, 3, 4, 5 and 6th interrogatories reference is had to the foregoing answer as containing all the facts this Garnishee knows or is able to give in reply. This Garnishee submits to this Hon. Court that whether as such Deputy Marshal he is not bound by Law and the said Marshal responsible ~~be responsible~~ for the return of said money in obedience to the Command of said writs of executions to the Circuit Court there to be disposed of as said

Court shall direct and whether being such Deputy
Marshal as aforesaid having ^{said} money in his charge and
custody as such he can be held and charged as
Garnishee at the suit of the Plaintiffs. And prays
to be discharged with his costs in this behalf &c
Sworn to and subscribed Me. B. Pierce.
before me this 15th day of
Oct. A.D. 1850

Wm. H. Bradley Clerk

Endorsed "Filed Oct. 15th 1850" Wm. H. Bradley Clerk

And afterwards to wit on the same day to wit on the
15th day of Oct. 1850 in said October term of said Court
in the record of the proceedings thereof in said cause is
the following entry to wit:

Charles G. Carleton and
Abraham R. Frothingham }
vs } Attachment
in Robert Lamb

Marshall B. Pierce a Gar-
nisher summoned herein comes by his attorney and files
his amended answer to the interrogatories on file and
moves the Court thereon to be discharged as such Garnish-
-ee and after argument thereon of counsel thereon the
Court takes the same under advisement.

And afterwards to wit on the 16th day of Oct. A.D. 1850
in said October Term of said Court of in the record
of the proceedings thereof in said cause is the following
entry to wit

Charles G. Carleton & }
Abraham R. Frothingham } Attachment.

vs }
Robert Lamb } On motion of the Garnisher Nathaniel
Sleepers by his attorney leave is granted him by the

Charles G. Carleton and }
 Abraham R. Frothingham }
 vs } Attachment.
 Robert Libb }

Now at this day comes Nathaniel Sleeper a Garnishee summoned herein and files an additional answer and moves the Court thereon to be discharged which motion is sustained by the Court and the said Garnishee is ordered to be discharged to which decision of the Court the Plaintiffs by their attorney except and pray an appeal to the Supreme Court which is granted them by the Court conditioned that they enter into bond in the sum of seventy five dollars with Edward Hempstead as security within sixty days from this date. And now comes James Libb a Garnishee summoned herein and moves the Court on affidavit filed by his attorney to extend the time for him to file an amended answer herein which motion is sustained by the Court and further time is granted him until the next term of this Court.

The affidavit filed by the Attorney for said James Libb Garnishee as aforesaid and referred to in the last recited order above from the record is in the words and figures following to wit:

Carleton & Frothingham

vs
 Robert Libb
 Et. Washburne

vs
 Robert Libb

Circuit Court
 October Term 1830.

Jas. Libb Garnishee

M. V. Johnson the atty. of James Libb who has been summoned as a Garnishee in this cause after being duly sworn makes oath and states that at the last term of this Court

a rule was taken against James Cribb to make further answer in this cause. That said Cribb employed this affiant to attend as his Atty. in said cause he the said Cribb residing out of the State of Illinois in Wisconsin some forty miles from this city - That he conversed with said Cribb and made an arrangement with him to come in and have his answer prepared and filed in said cause and this affiant advised said ~~Cribb~~ Cribb that he would inform him when he could come in and have his answer prepared and filed in said cause. This affiant states he confidently believed he would be able to file said amended answer and notified said Cribb to come in but the Cholera breaking out in our city about the 20th of August since which time owing to family misfortunes and disease and death, ^{this affiant} has been unable to attend to preparing the answer notwithstanding the said Cribb has on two occasions come to the city for the purpose of having his answers prepared and has several written and telegraphed this affiant on the subject, and now advises this affiant that he is ready and anxious to have his answer prepared which this affiant has been unable to prepare up to this time for the reasons herein stated.

This affiant further states that said Cribb has at all times expressed an anxiety to have the matter attended to and a sufficient answer filed in said cause, and that the reason the answer has not been filed was not owing to any fault of said Cribb but was owing entirely to domestic affliction and the necessary absence of this affiant, preventing him from preparing said answer and that said Cribb depends on this affiant as his atty. in this case to protect his rights. This affiant therefore prays an extension of the rule that he may be able to file said answer

W. W. Johnson

Subscribed and sworn to before me
this 17th Oct A.D. 1850. W. H. Bradley Clerk

James Cribb

Carleton & Frothingham

^{vs}
Robert Cribb
A. Washburne

^{vs}
R. Cribb

} Defn. moves for further time
to answer on the within affida-
-vit.

M. W. Johnson
Atty.

Endorsed Filed Oct 17th 1830 W. H. Bradley Clerk

And afterwards to wit on the same day to wit on the 17th
day of October A. D. 1830 in said October term of said
Court in the record of the proceedings thereof in said
cause is the following entry to wit.

Charles L. Carleton and
Abraham R. Frothingham

^{vs}
Robert Cribb

} Attachment

On motion of the Plaintiffs by
their attorney leave is granted them by the Court to file
additional interrogatories to Marshal B. Pierce a Garnish-
-ee summoned herein which is accordingly done and
to which the said Garnishee files his answer and there-
upon the Plaintiffs by their attorney move the Court
for Judgment against the said Garnishee. It is there-
-fore considered by the Court that judgment be en-
-tered against the said Garnishee Marshal B
Pierce for the sum of two hundred and forty nine
dollars and seven cents that being the amount
of money in his hands as appears by his answer filed
to the Plaintiffs' interrogatories herein, subject how-
-ever to the order of the Court this day entered in
several attachment suits against the same defend-
-ant returnable to the same Term to all of which de-
-cisions of the Court in entering such judgment
the Garnishee Marshal B. Pierce by his attorney excepts,

and prays an appeal to the Supreme Court which is granted by the Court conditioned that the said Marshal B. Pierce enter into bond in the sum of one hundred and seventy five dollars with Madison Y. Johnson as his security, within twenty days from the rising of the present term of this Court.

The additional interrogatories and answers thereto of the Garnishee M. B. Pierce referred to in the last recited record above are in the words and figures following to wit;

Scarletow et. al. vs. Keribb	} Cir. Court. Oct. Term 1830. <u>Attachment</u>
Washburne vs. Keribb	
Lowery et. al. vs. Keribb	
<u>Wepson et. al. vs. Keribb</u>	

Additional interrogatories to M. B. Pierce a Garnishee summoned in the above cases.

If the property levied upon as aforesaid by you was claimed by said Robinson was there a trial of the right of property before you and if so state how that trial resulted and what the verdict of the verdict of the Jury was?

This Garnishee answering states that on the claim filed by Robinson a trial of the right of property was had and the Jury found a verdict against the Claimant on the ground as this Garnishee is advised that the execution was a lien on the goods and chattels before they came to the hands of Robinson from which finding Robinson prayed an appeal at the time and on the same day tendered an appeal bond which was endorsed and tendered to me but declined on the ground that I thought I had no authority to take the same and grant an appeal. The Claimant then procured a transcript of all the proceedings before

me as such Deputy Marshal and as this Garnish
is advised and believes forwarded the same to the
Sericut Court issuing the executions and I have
not heard what proceedings if any have been
had on said Cause since

Sworn to and subscribed M. B. Pierce
before me this 17th day of

Oct. A.D. 1830 W^m H. Bradley Clerk

Endorsed "Filed Oct 17th 1830 W^m H. Bradley Clerk

In the matters of Charles G. Carleton and
Abraham R. Frothingham, and Algernon
S. Washburn

And afterwards to wit on the same day to wit on
17th day of October in said October term A.D. 1830
of said Court in the record of the proceedings thereof
in said Cause is the following entry to wit:

In the matters of Charles G. Carleton and
Abraham R. Frothingham, and Algernon
S. Washburne, and David and Andrew Wesson
and John and Archibald Lowery Attaching
Creditors, and Le Roy M. Wiley, W^m G. Lane
Hugh R. Banks, Henry Van Bergen and
Edward Lane judgment creditors of
Robert Libb.

Forasmuch as it appears that Charles G. Carleton
and Abraham R. Frothingham recovered judgment at
the last term of this Court to wit on the 20th day of May
A.D. 1830 for the sum of twenty eight hundred and thirty
eight dollars and eighty eight cents and Algernon
S. Washburne recovered judgment of same date for
eight hundred and ninety five dollars and fifty eight
and David Wesson and Andrew Wesson recovered
a judgement the 21st day of May A.D. 1830 for thirty three
hundred and forty eight dollars and twenty one cents,

and John Lowery and Archibald Lowery recovered a judgment of same date last aforesaid for four hundred and sixty three dollars and eighteen cents against Robert Cribb on attachments made returnable to the March term A.D. 1830 of said Court and that in all four of said Causes process has been served on the same Garnishees to wit Marshall B. Pierce and the said Garnishee in all four of said Causes came into Court and acknowledged the same amount of money in his hands which he received as the proceeds of a sale of the Defendants goods in said entitled Causes, and whereas Leroy M. Wiley William G. Lane Hugh R. Banks Henry Vanduser and Edward Lane recovered a judgment at the said March term to wit on the 23^d day of March A.D. 1830 for the sum of nine thousand and thirty eight dollars and five cents against the said Robert Cribb. It is thereupon ordered by the Court that the Clerk be directed according to the Statute in such cases made and provided to make an estimate of the several amounts each of the said attaching and judgment creditors are entitled to out of the credits attached in the hands of Marshall B. Pierce Garnishee. And the Clerk reports the following estimate, that out of the credits in the hands of the said Garnishee the said Hearleton & Frothingham are entitled to the sum of forty two dollars and sixty four cents, and the said Algernon S. Washburn is entitled to the sum of thirteen dollars and forty five cents, the said David and Andrew Wesson are entitled to the sum fifty dollars and twenty nine cents, the said John and Archibald Lowery are entitled to the sum of six dollars and ninety five cents, and that the said Leroy M. Wiley & Co. are entitled to the sum of one hundred and thirty five dollars and seventy four cents and it is ordered

by the Court that the said sum of two hundred and forty nine dollars and seven cents being the amount of money reported by the said Garnishee as in his hands as aforesaid be distributed accordingly and that the Clerk of this Court certify the same in each case to the Sheriff.

And afterwards ^{to wit,} on the 18th day of October ~~A.D. 1830~~ ¹⁸³⁰ in said October Term of said Court in the record of the proceedings thereof in said cause is the following entry to wit:

Charles G. Carleton and
Abraham R. Frothingham }
vs

Robert Cribb } Attachment.
It is ordered by the Court that the order yesterday entered herein discharging Nathaniel Sleeper a Garnishee herein be set aside and vacated, it appearing that there is an allegation on file on the part of the Plaintiffs denying the truth of the answer of the said Garnishee.

And afterwards to wit on the 26th day of October in said October term of said Court A.D. 1830 the said Garnishee M. B. Pierce filed in the office of the Clerk of said Court an appeal bond which said bond which said bond is in the words and figures following to wit.

Know all men by these presents that we Marshal B. Pierce and Madison G. Johnson of the County of Jo Davies and State of Illinois are held and firmly bound unto Charles G. Carleton and Abraham R. Frothingham in the penal sum of one hundred and seventy five dollars lawful money of the United States for the payment of which well and truly to be made

we bind ourselves, our heirs executors and administrators jointly, severally and firmly by these presents
Witness our hands and seals this twenty fifth day
of October A.D. 1830

The condition of this obligation is such that where-
-as the said Charles G. Carleton and Abraham R. Hoth-
ingham did on the 17th day of October A.D. 1830 in the
Circuit Court in and for the County and State aforesaid
recover a judgment against the above bounden Mar-
shal B. Pierce for the sum of two hundred and forty
nine dollars and seven cents and costs as the Garnishee
of Robert Cribb in a suit of attachment against the
said Robert Cribb which said judgment against
said Garnishee M. B. Pierce was rendered subject to
the order of said Court made and entered of the same
date with said judgment in several attachment suits
against the same defendant Cribb returnable to the
same term of said Court from which said judgment
of the said Circuit Court the said M. B. Pierce wishes
to appeal and has obtained an appeal to the Supreme Court
of said State. Now if the said Marshal B. Pierce shall
duly prosecute his said appeal with effect and shall
moreover pay the amount of the judgment costs interest
and damages rendered and to be rendered against him
in case the said judgment should be affirmed in
the said Supreme Court then the above obligation to
be void otherwise to remain in full force and virtue.

Taken and entered into
before me at my office
in Galena this 25th day
of October A.D. 1830.

W. H. Bradley Clerk

M. B. Pierce

M. G. Johnson

Seal
Seal

Endorsed "Filed October 26th 1830. W. H. Bradley, Clerk

State of Illinois
Judges County

I William A. Bradley Clerk
of the Circuit Court in and for said County, do hereby
certify the foregoing transcript to be a true full and
correct copy from the record and files of my
Office of all the proceedings which have been
had in said Court (except the additional answer
of Nathaniel Sleeper which is ^{filed July 28 1850} lost or misplaced) in said
cause of Carlotta Frothingham vs Robert Cribb.

In testimony whereof I have hereunto
set my hand and affixed the Seal
of said Court at my Office in Galena
in said County, this 3^d day of June
A.D. 1851

Attest William A. Bradley Clerk

Fee for this transcript 14.70

certificates &c. — 35

15.05

Jo Daviess
Marshall B. Pierce
vs
Chas. G. Carden et al.
Record

Filed June 10. 1856
L. Leland Clerk

Appt. of errors filed June 29. 1854.
L. Leland Clerk