

In the Circuit Court in and for Sangamon County march Term A. D. 1845

State of Illinois

} SS.

Sangaman County

Thomas M. Hope, who sues for the use of Joseph E. Norwood, Plaintiff, complains of Isaac W. Beebee, Edmund D. Taylor, and David Kreigh, defendants, in custody of a plea that they render unto the said plaintiff the sum of five thousand dollars which they owe to [?]....from him. For that whereas the said defendants heretofore to wit on the fourth da of December in the year of our Lord one thousand eight hundred and forty four at the county aforesaid by their certain writing obligatory, sealed with their seal (they said Taylor and Kreigh, signing their name "E. D. Taylor" and D. Kreigh and are shown to the court the date whereof is the day and year aforesaid, acknowledged themselves to be held and firmly bound unto the said plaintiff, Marshall of the circuit court of the United Sates within and for the district of Illinois in the just and free sum of five thousand dollars lawful money of the United States of America to be paid to the said Marshall or his successors in office which said writing obligatory was and is subject to the certain condition thereunder written whereby after reciting to the effect following to wit, that whereas Washington L. Beebee and Isaac W. Beebee partners trading and doing business under the name style and firm of Beebee Brothers, had on the 19th day of March 1844 sued out of the circuit court of the United States within and for the district of Illinois, a writ of ? in the obtain certain bacon goods and chatter of said Beebee Brothers to wit ninety seven thousand eight hundred pounds of bacon which were detained by Daniel G. Whitney and Joseph E. Norwood from the said Beebee Brothers partners as aforesaid as was alleged against ? and pledges. I was conditioned that if the said Washington L. Beebee and Isaac W. Beebee, partners as aforesaid, should appear at the court aforesaid, at the then present December the thereof and prosecute their said suit to effect and without delay and make return of the property aforesaid if return thereof should be awarded and should save and keep himself the said Marshall as well as his predecessor in office, William Prentis, late Marshall of the said District in rep... the said property and should pay all cost and damages that should be awarded against them that the said obligation mean the said writing obligatory should be void and of none effect; but that otherwise it should remain in full force and virtue.

And the plaintiff in the suit over "That the suit, in which said writ of Replevin was sued out, was pending and undermined in the said United States Circuit Court at the time when the defendants in this suit made the said writing obligatory. That Joseph E. Norwood, for whose use this suit is brought was one of the defendants in said Replevin suit That by virtue of the said writ of Replevin a large quantity of bacon to wit fifty-seven thousand and eighty-six pounds had, previous to the making of said to wit in the writing obligatory days of, been taken from the possession of said Norwood and delivered to the said Beebee Brothers. That said writing obligatory, was, by the defendants in this suit, made for the purpose of being filed in the said Replevin suit in compliance with a rule of the said United Sates Circuit Court for the filing of a new Bond in said Replevin sit and that said writing obligatory was so filed on the 9th day of December A. D. 1844—

That after said writing obligatory was so filed and before the determination of said Replevin suit, to wit on the 11th day of December AD 1844 the said Edmund D. Taylor and David Kreigh came into the said United States Circuit Court and then and there in open court acknowledged this same to be their bond, notwithstanding the name of one of the principals was not signed. That afterwards to wit on the ____

day of December A. D. 1844, by the judgment of the said United States Circuit Court, a return of the bacon to the said Norwood by the said plaintiff in the said Replevin suit, was awarded and also the payment of by them of his costs in said suit expended. And although a long time since the said warding of the said court, hath elapsed the said plaintiff in the said Replevin suit, have not, as yet, returned to the said Norwood the said bacon so awarded to be returned to him, or any part thereof, nor paid to him the costs so awarded to him or any part thereof: by reason of which premises the said writing obligatory became forfeited, and an action hath accrued to the plaintiff became forfeited, and an action hath accrued to the plaintiff in the suit to demand and have of and from the said defendants in this suit, the said sum of five thousand dollars above demanded—Yet the said defendants in this suit (although often requested so to do) have not as yet paid the said sum of money above demanded or any part thereof to the plaintiff in this suit or otherwise according to the said writing obligatory and condition but to pay this sum have hitherto wholly refused and still do refuse. To the damages of the said plaintiff in this suit of twenty-five hundred dollars, and therefor he brings his suit.

Lincoln and Herndon S.Q

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Hope vs. Beebee et al Declaration

Filed March 3rd 1845 J. Calhoun

Clerk