

No. 11950 $\frac{1}{2}$

Supreme Court of Illinois

Haralson

vs.

Bridges

71641  7

At A circuit court began and holden
at the Court house in the Town of Vienna
in the 4th Monday in August 1851 the same
being the 25th day of said month present
the Hon William A. Canning presiding
Judge of the 3^d Judicial Circuit Court in
the State of Illinois the following proceed-
ings were had)

August Term 1851

Green B. I. Heraldson et al

vs
D. Y. Bridges

Harr. in assumpset
August Term St. Louis Circuit Court
A. D. 1851

Green B. I. Heraldson and
Annie L. his wife vs Assumpset
Daniel Y. Bridges

late of the County of St. Louis and State of
Illinois Yeoman was summoned to
answer Green B. I. Heraldson & Annie L.
his wife of a plea in assumpset &c for
rent and &c in arrears, and thereupon the
said plff by J. S. Park their atty. claiming
for that whereas heretofore to wit
on the day of 1848 at the
County aforesaid the said deft then
and there leased of the said Annie L.
a certain lot and ware room which
then the said Annie L. had and held

as a part of Damer as the window of John Shipman
Deed before that he and the said then deft
then and there undertook & faithfully promised
to pay him the said Quarrith the sum of two
Dollars & twenty five cents per Month for
twelve months for the use and occupation
of said store & ware room and the said
Quarrith then & there relying on the said
undertaking and engagement of the said deft
to pay as aforesaid suffered him the deft
to take possession of said ^{said store & ware room} ~~deft occupied~~
until the expiration of said lease of twelve
months and Eighteen months thereafter
by holding over and preventing said
Quarrith from having possession thereof

And the said deft hath not paid the
said rent as he undertook and became &
was bound to do or any part thereof but to
pay the same hath hereto wholly refused
altho the same hath often been demanded
and is long since due yet he said
deft wholly & absolutely intending to become
cheat and not paid the sum aforesaid
of two dollars & twenty five cents per month
for the said term of twelve months nor
any part thereof nor has he paid the sum
of five dollars per Month the amount
he became and was bound to pay for the
Eighteen Months he so as aforesaid held
over by virtue of notice to that effect only
given him by the said Quarrith at the
expiration of his said term of twelve months
which notice gave him to be informed

that the said Quaitt wished to occupy said
 House and that said dept. holding in the
 sum of five dollars per month for the pay-
 ment of which he wanted he held tot pay
 in case he said dept. withheld possession
 from his said Bank being not-withstanding
 which he said dept. persisted in holding
 over and with holding possession from
 his the said Quaitt by means of which
 he previous, he the said dept became
 and is liable to pay the said sum of five
 dollars pr month during the time he
 so held over as aforesaid And altho
 the same hath been often demanded
 yet the same hath not yet been paid
 by dept. or any part thereof to the
 Damage of plaintiff the said Green
 B. Heralds having in true & due
 said lease with his the said Quaitt
 in the sum of one hundred and
 ten dollars and therefore they
 pray suit &c

I Lack atty pro
 quer

2nd August 1857

Mr. C. C. Wray
 N. H. & P. H. & Co.

August term 1857

Geo. B. Heralds

at or
 C. C. Wray

Mar in sum pro

or

Gile & the 12th

any of August

1857

H. H. Heralds

I Lack atty pro
 quer

on which State of Illinois ss The people of the
 said State of Illinois
 following To the Sheriff of said
 County Greeting

We Command you to
 summon David G. Bridges if he
 can be found in your County, to be and
 appear before the Circuit Court of said
 County, on the 1st day of the next Term thereof
 to be holden at Vienna in the County of
 said, on the 4th Monday of August next
 to answer Green S. Haralson & S. S.
 Haralson his wife in Assumpsit for
 rent, due and in arrearage to their damage
 one hundred and ten dollars And of
 this writ make legal service and our
 return, at, the time and place
 aforesaid



Witness my hand & the
 of said Court at Vienna
 this 1st day of July 1851 the
 Seal of said Court being
 affixed

S. C. Plandek

Officer
 Ensign
 must

G. S. Haralson
 & S. S. Haralson
 vs
 D. G. Bridges
 moved by reading
 to the clerk David
 G. Bridges on 11th
 day of August 1851
 P. O. Higgins
 for serving said writ
 return 10

G S Haraldson
Ludvick S Haraldson his wife
vs
assumpsit

David G Bringers on this day
came off by J Jack as were the
Defendants by W. Allen his atty and
entered his motion for a continuance
for want of an account being filed
10 days before Court which motion
was sustained. It is considered by the
Court that this cause be continued
until the next term of this Court and
that the defendant recover of the plff
his costs and charges in and about this
suit at this term of said Court and
May have execution &c

A Circuit Court began and
held at the the Court House in
the Town of Vienna on the 3^d Monday
in the month of April in the year of
our Lord one thousand eight hundred
and fifty two present the Hon William
A Fleming presiding Judge of the 3^d District
Circuit of the State of Illinois present
Robert D Hightshoff and Saml C Plante
clerks.

Green S Haraldson
Ludvick his wife
vs

David G Bringers
assumpsit

on this day came again the parties
and the Plaintiff's Counsel entered his motion
to amend his declaration ~~which was sustained~~
sustained, the deft demurred which motion
was overruled and plea being filed, and
the p[er]f ruled to reply by 10 o'clock of this
day, and the p[er]f entered motion for
a continuance till the next term of
this Court which was allowed
the defendant entered his motion
to dismiss the Suit for variance
between the writ and declaration
which motion was overruled and
the Cause continued till the next term
of this Court at the costs of the p[er]f

At a circuit Court begun and holden
at the Court house in the Town of
Vienna on the 1st Monday in August
in the year of our Lord one thousand
and eight hundred and fifty two on 2^d
day of Jan^y Present the Hon William A Demming
Judge the 3^d Judicial circuit of
the State of Illinois Robert D Hyatt
Sherry & Paul C Pland etc

Green B I Heratlasand
Suaith L his wife
Ms
Daniel G Bragg
assump
sett

Heralasan et al

¹¹⁵ Action of assumpsit
D. G. Bridger plea of payment

repli
Caton
plea alliged to B S Smith then the
husband of his the said Sarah B

Replication

and the said plffs as to the said plea
of assumpsit, as pleaded in this case, said
that they the said plaintiffs by reason
of any thing contained in said plea
ought not to be precluded from hav-
ing & maintaining his aforesaid action
against the defendant, because the plff
saith that, if any payment was
made to Barnabas S Smith as alliged
in said plea of assumpsit as pleaded the
same was made by Calusion
with said Smith by assumpsit, & for
the purpose of preventing the plff
from receiving the said which was
their legal right & because the
said plffs further say that at
the time the cause of action arose
as set forth in the plffs declaration
& to which the aforesaid plea is pleaded
the said Barnabas S Smith was and
ever since that time has, until the

any of when a decree of the
Hans. Circuit Court of Johnson
Co was made resolving the claims of
Matthews between the said

B S Smith & his the said Suerth
 left him living & totally & notoriously
 delinquent & a part from his the said
 Suerth having abandoned him and
 wholly neglected his support and
 renounced & abandoned the promises out
 of which said cause of action arose
 And this the said p[er]s are ready
 to verify Wherefore they the p[er]s
 pray Judgment and other damages
 by them sustained on occasion of the
 non performance of the said delinquent
 promises and undertakings in the said
 declaration above mentioned to be
 adjudged to them or

I take pro
 per 4th Augt.
 1852

Heralson & Co
 24
 C Y Braggs

replication to plea
 pleaded by defendants

Filed 13th August

1852

H Suerth

Haralson vs
P Y Brainerd

Demur

and the said deft
comes & denies the wrongs and injuries
wherein and says that the said replica-
tion of the said plffs, & the second plea
of said plffs is not sufficient in
law, and this he the said deft
is ready to verify wherefore he
prays discharge

Allen per deft

Sanford in demur

Lagan & Mountgumery
attys per plff

Haralson vs

P Y Brainerd

Demur

Filed 26th

August 1832

Wm Sanford

and now again came the parties
by their attorneys, and left demurred to the
replication to 2^d plea which was sustained
and leave given to amend the replication
and leave to amend 2^d plea demure replied to
the replication to 2^d plea 2^d plea sustained and
left electing to stand by their replication on
the 2^d plea, and after hearing the argu-
ment of Counsel, and proofs in the
primes it is ordered by the Court
that the defendant recover of the
plaintiff his costs and charges
in and about his suit in this
behalf expended and may
have execution &c

State of Illinois
To Morgan County
I Samuel Copland
Clerk of the Supreme
Circuit Court do certify that the foregoing
contains a correct copy of the pro-
ceedings had in the above entitled
Cause

Testimony whereof I have
hereto set my name and
affixed the Seal of said
Court at office in
Vienna this 24th day
of October 1852

S. Copland Clk

1st

Specimens of Error to wit

The court erred in sustaining the Dfts. Decrees to
 Plffs Replication & in sustaining Dft for Dft.
 2^d The court erred in not overruling the Decree
 and instead of rendering Dft for Dft
 as the pleadings showed to be overruled the
 Decree & ordered that the cause go
 to trial on the Dfts, Plea & Replication
 or give judgment for Dft instead of Dft.
 3^d The court erred generally

Wherefore for the causes aforesaid & others
 apparent on the face of the Record the
 Petitioner prays that the Dft of
 the circuit court be overruled &
 reversed at costs of Dft in
 Error do
 prays in Error
 W J Allen for Dft in Error
 J. M. Allen atty
 for Plff in
 Error

W J Allen
 2 copies
 W J Allen
 2 copies
 W J Allen

2 copies



At a circuit court began and held
at the court house in ~~the town of Vienna~~
=ma on the 4th Monday in August 1851
the same being the 25th day of said month
present the Hon William A. Comins Presiding
Judge of the 3d Judicial circuit in the State
of Illinois

State of Illinois ss
Shuman County ss the people of the State of
Illinois

To the Sheriff of said County Greeting

We command you to summon Daniel G. Brainerd
if he can be found in your County, to be and
appear before the circuit court of said County
on the 1st day of the next Term thereof to be held
at Vienna in the said County aforesaid on the
4th Monday of August next to answer to Green
B. Herdman and Job Herdman his wife in
assumpsit for rent and in arrears to their damages
one hundred and ten dollars, and of this writ
make legal service and our return at the time
and place aforesaid

Witness S. A. Hanna Clerk of said Court
at Vienna this 1st day of July 1851.
the Seal of said Court being here to affixed
S. A. Hanna Clerk

Job B. Herdman

Job B. Herdman

W. A. Comins

C. G. Brainerd

Sheriff of said County

to the respondent

Daniel G. Brainerd

on 11th Monday August

4th 1851

W. A. Comins

August Term Illinois County Criminal
Court A.D. 1851

Green L. Harlan v
Lucretia L. his wife Assumpsit or
us

Dania Y. Briggers v Dania Y. Briggers late
of the County of Illinois

and State of Illinois Defendant, Was summoned to
answer Green L. Harlan & Lucretia L. his
wife of a plea in assumpsit or per rent and
in arrears, and thereupon the said plff. by
J. H. their atty. complains for that whereas
Lucretia L. died on the day of 1848

at the County aforesaid the said Lucretia L.
and then Lucretia of the said Lucretia a certain
Store & ware room which the said Lucretia
had and held as a part of dower as the said
J. H. Simpson Deed before that her and the
said then left, then and there undertook &
faithfully promised to pay for the said Lucretia
the sum of two dollars and a twenty five
cents per month for twelve months for the
use and occupation of said Store and ware
room, and she the said Lucretia then &
there relying on the said undertaking and
engagement of the said left to pay as aforesaid
suffered him the left to take possession of
said Store House & ware room which said
left occupied until the expiration of said term
of twelve months and fifteen months
thereafter by holding over and preventing said
Lucretia from having possession thereof. And the said
Defendant hath not paid the said

* This regularly recorded and assigned to Henry H.
#. Green & Harlan of Illinois County Criminal Court

lent he undertook and became & was bound
to ~~the~~ or any part thereof but to pay the same
back ~~to the~~ wholly refused. Although the same
back often been demanded and is long since
due, yet he said apt & craftily & subtly intending
to deceive cheat and not pay the sum aforesaid
of two dollars & twenty five cents per month
for the said term of twelve months. Nor any part
thereof, nor has he paid the sum of five dollars
per month the amount he became and was
bound to pay for the eighteen months he so as
aforesaid held over, by virtue of notice to
that effect, only given him by the said
Quaritch at the expiration of his said term
of twelve months which notice gave him
to be informed that the said Quaritch
wished to occupy said house and that said
Defts. adding, being under damnable pliff in
sum of five dollars per month for the pay-
ment of which he would be held to pay
in case he said apt with held possession
from his said Lena lady not with standing
which he said apt persisted in holding
over and with holding possession from the
the said Quaritch by means of which posses-
sion he the said apt, became and is
liable to pay the said sum of five dollars
per month during the time he so held over
as aforesaid and altho the same back
been often demanded, yet the same
back not yet been paid by apt or any part
thereof to the damage of plff (the said Green
Ld. Havalasan) under matter under said lease

with his the said Lucia Lucetti in the sum of
One hundred and ten dollars, and there-
fore they bring suit as
Jack atty pro
quer

2 August 1851

Pro D^o &
A Roe & Meyer or

August term 1851
G. L. I. Heraldson
et al
P. Y. Briagers
warr in assumpt
Gilees this 12th day
of August 1851
J. C. Hancock

pleas
in above
must

G. L. I. Heraldson
et al
vs
P. Y. Briagers

Assumpset

And the said defendant
by Allen his attorney comes and appears
the wrongs, and injuries when made and
says that the said declaration, and the matters
and things therein contained in manner and form
as the same are above stated and set forth
are not sufficient in law for the said plaintiff
to have or maintain his aforesaid action

there of against him the said defendant
 and he is not bound by law to answer
 the same And this he is ready to verify
 wherefore, by reason of the insufficiency of
 the said declaration in this behalf the said
 defendant prays Judgement, and that the
 said plff may be barred from having or
 maintaining his aforesaid action there against
 him &c

Allen

for deft

Geraldine
 vs
 O S Briggs
 Silas West
 Agent - 1857
 J. C. Hancock

J. C. Heraldson
 J. C. Heraldson

vs

Assump, set

O S Briggs

On this day came the
 defendant by W. S. Allen his attorney and enters
 his motion for a continuance at the plaintiffs
 costs for want of an account not having
 filed nine ten days before the commencement
 of this court which motion was sustained
 It is considered by the Court that this cause
 be continued until the next term of this
 Court, and that the defendant recover of
 the plaintiff his costs and charges in and
 about his suit in this behalf expended
 at this term & may have execution there

At a circuit court began and held at the
Court house in ~~the~~ ^{the} town of Vienna on the
3rd Monday in the month of April in the
year of our Lord one thousand eight hundred
and fifty two present the Hon W McCombs
Presiding Judge of the 3rd Judicial circuit in the
State of Illinois

Present Robert C. Hyatt Sheriff of the County of

Geo H. Harlan

by
P. Y. Bridges

Assessment

April Term 1852
circuit court 1852

And the said Daniel Y

Bridges in his own proper person Comes and
answers the writs and says where and
prays Judgement of the said writ of the said
plaintiff because he says that there is a
variance between the said writ and the said
Declaration filed in said Cause by said plaintiff
in this that ~~the~~ by said writ the plaintiffs
damages are claimed and set forth as amount-
ing to the sum of one hundred and ten
Dollars whereas the said declaration the said
plaintiffs damages are claimed and set
forth as amounting to the sum of one
hundred seventy five dollars and this
he is ready the said Daniel Y Bridges
is ready to verify wherefore because of the
said variance between the said writ and
Declaration the said Daniel Y Bridges
prays Judgement of the writ as prayed

and that the same may be granted &
(David Y Bridges)

G L Heraldson } April Term
Quaints his wife } circuit Court A D 1852
Assumpst

And the said David
Y Bridges the defendant in this cause
maketh oath and says that the foregoing
plea is true in substance and fact
known to the subscriber

before me this 28th April A D 1852

Hoplandek

(David Y Bridges)

G L Heraldson
& Quaints his wife

David Y Bridges

plea in abatement

filed April 1852

Hoplandek

Heraldson & wife

vs

assumpst

D Y Bridges

And the said deft. comes

and defends the libels and

injuries wherein ~~and says~~ for further plea in

in this behalf the said deft says action

non because he says that at the time he

~~entered~~ and occupied the said house in

plaintiffs declaration mentioning the said Quaints

he was a free covert being the wife of one

Barnabas Smith and that at the expiration

of the said term of one year some

Defendant paid over to the said Barnabas S
Smith the husband of said Vucett the
sum of \$27,00 being the full amount of the
rental and took his receipt, therefore and
the defendant further avers that
immediately after the expiration of the said term
of one year he in accordance with the
consent and instructions of the said Barnabas
who was still the husband of the said Vucett
said defendant gave up said premises to one
Alexander P Stuan the said defendant, avers
that he has not occupied or used said
premises as the tenant of the said Barnabas or
Vucett, since the expiration of the said term
of one year as aforesaid and this the
said defendant is ready to verify whereof

Allen

for Def

Filed
April 1852
H. C. Howard
Clerk

Heretofore et up

D G Briggs

~ Action of assumpsit
~ plea of payment
~ pleaded by deft;
made as plea
Alleges to D S Smith
then the husband of the
the said Vucett
Replication th

And the said plaintiff as to the said

plea of debt as pleaded in this case with
that they the said plaintiffs by reason of any
thing contained in said plea, ought not to be
precluded from having & maintaining his aforesaid
action against the defendant because the
plaintiff saith that if any payment was
made to Barnabas S Smith as alleged in
said plea of Debt as pleaded the same was
made by collusion with said Smith by said debt
& for purpose of preventing the plaintiff from
recovering the same which was their legal
right & because the said plff further saith
that at the time the cause of action arose
as set forth in the plaintiffs declaration
& to which the aforesaid plea is pleaded, the
said Barnabas S Smith was & ever since
that time has, until the day of
when a Decree of the Hon, the circuit court
of Johnson Co, was made dissolving the
Bonds of Matrimony between the said B S
Smith and his the said Lucie S Plff been
living totally and notoriously separate & apart
from his the said Lucie S, having abandoned
her and wholly neglected his support and main-
tenance & abandoned the promises out of which
said cause of action arose, That this said
plaintiff are ready to verify wherefore the
plff pray judgment, and the damages
by them sustained on account of the non-
performance of the said several promises and
and undertakings in said declaration
mentioned to be adjudged to them &c

J Jack pro

Given 4th August 1852

Haroldson et al
vs
D Y Briagers

Replication to
plea pleaded
Defendant
Filed 13th May 97
August 1892
Hoffmann

Haroldson et al
vs
D Y Briagers

Assumpret

And the said deft
comes & defends, alleges and injuries where
he and says that the said replication of
the said plaintiff & said plea of the said
deft is not sufficient in law and that he
is ready to verify wherefore he prays
Judgement & Allow per deft.

Haroldson et al

Lemmer in assumpret
Lagan & Mountgarnsey
et al per deft

D Y Briagers

Defendant

Filed

August 1892

Hoffmann

Green & L Haroldson et al

D Y Briagers

Assumpret

And the said deft

by Allen his atty comes and defends
the wrongs and injuries whereof, and
suits that, he did not undertake or promise
in manner and form as the said plaintiff
have obtained there of complaints against him
and of this he puts him self upon the
pardon of

Allen for aye

Green S. Hendson
Lunck S. Hendson his wife
by
Dania J. Bragers

Assumpsit

And on this day
comes again the defendant by his attorney
and enters his motion to dis miss said
suit for want of a sufficient declaration
herein filed and after hearing argument of
counsel the court overruled the motion and
leave given to file an amended declaration
and this cause be continued until the next
Term of this Court at the costs of the plaintiff

At a circuit Court begun and held
at the Court house in the Town of
Vienna on the 4th Monday in August
in the year of our Lord one thousand
eight hundred and fifty two

Present the Hon^{ble} William A. Perkins
Presiding Judge of the 3rd Judicial circuit
in the State of Illinois
Robert D. High sheriff of St. Helena etc

Green Ed Herdman

& wife

vs

Assumpsit

Dania Bridges

on this day came the
plff by J. Jack their atty
as well the deft by W. J. Allen his atty an
motion of defts atty he filed his answer to
2 plea in the replication which was sustained
& leave given to amend the acceleration
plff have come to 2 na plea answer a refusal
to the replication to 2 na ple sustained, and
the plaintiff to elect to which they stand by
their replication & judgement for the deft
on 2 na ple and after hearing the argument
of counsel, & the Court have given
It is ordered by the Court that the
Defendant, recover of the Plaintiff
their costs and charges in and about their
suit in this behalf expended and may
have execution &c

State of Illinois

Judson County I Samuel C. Copland clerk
of the Judson Circuit Court
do certify that the foregoing contains a com-
plete record of the proceedings had in
said Court agreeable to the papers & records
now in my office

Witness my hand whereof I have here
unto set my name and affixed the
seal of said Court at office in
Vermont this 16th day of
November 1852
S. C. Copland

Hanckson & Wife vs. Bridges.

This was an action of Assumpsit by husband & wife for the recovery of rent which arose out of the Estate of the latter. And fees due before their intermarriage. The Defendants pleaded payment to one Smith who was at the time of the Leasing and occupation of the premises and the receipt of the rent the husband of the said Judith the present Mrs. Hanckson. The plaintiff replied that the payment was made by collusion and to prevent them from receiving the rent as was their legal right and alleged that the said Smith at the time when &c. and till the said Judith was subsequently divorced from him was living notoriously separate and apart from her having abandoned and wholly neglected to support her. To this replication there was a Demurrer which the Circuit Court sustained and that decision is now assigned for Error.

We have no doubt that a payment made to Smith while the husband of Judith was a legal discharge of the Defendants liability. The fact that he and his wife were then living apart did not alter their legal rights in this respect. It may be that upon the state of Case set forth in the replication a Court of Equity would interfere to prevent the collection by the husband of the rents issuing out of the wife's Estate but unless restrained in some such way the Leases right to make payment to the husband is unquestioned.

Judgment Affirmed.

Wanlesson & Wifs.

n.

Bridges.

Opinion by

Greenbills

1852

Judgment entered

Opinion not entered

Recorded

STATE OF ILLINOIS, } ss.
SUPREME COURT. }

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Sheriff of

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

County, before the judge thereof, between

*Green S. I. Heraldson & Indeth
his wife - Plaintiffs and David
M. Bridges*

defendant, it is said that manifest error hath intervened to the injury of said

Plaintiffs

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

David M. Bridges

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 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 notice, together with this writ.

David M. Bridges -

Witness, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Mount Vernon, this *25th* day *Oct.* in the year of our Lord; one thousand eight hundred and fifty. *Two*

Frederic D. Ruston Clerk of Supreme Court.

Supreme Court

30

1852

Hareless et al

vs
James L. Bridges

et al

v.

Davis & Bridges

de la

Chancery Court

4th 1852

11950/2

1605

Office of the Clerk

No. 1852

I have served the within writ by handing
the same to David G. Bridges
in the City of New York
on the 1st day of November
1852
J. C. [Signature]

State of Illinois, }
SUPREME COURT. } ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of *Johnson* GREETING:

Whereas in a certain plea between *G. L. I. Haralson & wife*
plaintiff, and *D. M. Bridges*

defendant, lately depending in the Circuit Court of
said county wherein judgment was rendered for the said *D. M. Bridges*
and against the said *G. L. I. Haralson & wife*
and the said Plaintiff having excepted to the judgment

of said Court, rendered against him as aforesaid, to the Supreme Court, held at
Mt. Vernon on the *2^d Monday of November* ^{inst.} and in pursuance of the said

exception a transcript of the record and proceedings in the plea aforesaid was transmitted. And also whereas it hath been suggested, on the part of said

Defendant in error that the said record has been diminished, in as much as
a complete & full record hath not been sent up; and

for as much as the said Supreme Court are not satisfied that there is a sufficient record sent
in the plea aforesaid, but in the record there is a diminution; you are therefore hereby com-
manded, that without delay the said *record* therein, you cause to be transmitted to the
Supreme Court, to be held at *Mt. Vernon* ~~on the~~ *forthwith*

~~not~~ without any diminution or addition whatsoever, to the end that speedy justice may be
done in the premises, according to law; whereof you are in no wise to fail; and send you
then there this writ.

Witness, the Hon. *Samuel H. Root* Chief.

Justice of the Supreme Court, and the seal thereof, at *Spring Mt. Vernon*

Springfield, this *12th* day of *November*
in the year of our Lord, one thousand eight hundred and
fifty two

Samuel H. Root
Clerk of the Supreme Court.

Supreme Court.

H. S. L. Karvalson
vs. wife

D. W. Bridges

1852

• Certiorari.

Filed