

No. 13189

Supreme Court of Illinois

Henderson

vs.

Morgan

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 48.

Henderson

vs

Margate

1861

SUPREME COURT OF THE STATE OF ILLINOIS,

APRIL TERM, A. D. 1860.

CHARLES M. HENDERSON, *Appellant*,
vs.
NATHAN MORGAN, *Appellee*.

} *Appeal from Circ't Court*
} *of Cook County.*

ABSTRACT OF THE RECORD.

This was an action of Replevin.

16 The Plaintiff claimed the property by virtue of a chattel mortgage,
executed by one H. H. Reynolds, who resided in the West Division of
the City of Chicago, in the town of West Chicago, and which was ac-
21 knowledged before a Justice of the Peace in the Northern Division of
said city, where the property (stock in a livery stable) was situated and
kept, and which was in the town of North Chicago.

21 The Defendant took the property by virtue of a landlord's warrant
for rent due from said H. H. Reynolds, the owner and mortgagor of said
property.

21 The Circuit Court held that the mortgage, being acknowledged in said
North Division of Chicago, was invalid and gave no title to the property
to the mortgagee, and found for the Defendant.

Appellant assigns for error, that the Court erred in finding the issues
for the Defendant.

HELM & CLARK, *for Appellant.*

POINTS MADE BY APPELLANT.

This case presents the simple question, whether a chattel mortgage not acknowledged in the Township where the mortgagor resides, is valid.

The Statute says, "Justice's District where the mortgagor resides."—*Scates' Statutes*, page 813.

A Justice's District is the territorial extent of his jurisdiction—and he has jurisdiction throughout the county in which he resides.—*Scates' Statutes*, page 684—sec. 2 and 7.

The Statute which says such mortgage "may be acknowledged before any Justice of the Peace in the Justice's District in which" the mortgagor may reside, is merely directory, and a different acknowledgment in the same county, if properly recorded, will not vitiate the mortgage.

HELM & CLARK,

For Appellant.

48-19

Chas M. Henderson

vs

Walter Morgan

Abstract & Pledge bond

Filed Apr 17, 1861

A. A. Land

Clerk

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable George W. Manure Judge of the Seventh Judicial Circuit of the State of Illinois, and Sole Presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the Eleventh Monday, (being the Eleventh day) of April in the year of our Lord one thousand eight hundred and Eighty-nine and of the Independence of the said United States the Eighty-

Present, Honorable George W. Manure Judge of the 7th Judicial Circuit of the State of Illinois.

Charles Warren States Attorney.

John Spray Sheriff of Cook County.

Attest, William L. Church Clerk.

Be it remembered that heretofore to-wit: on the first day of June A.D. 1858. there was filed in said Court a certain process and affidavit which is in the words and figures following to-wit:—
"State of Illinois }
Cook County } ss

Charles M. Henderson being duly sworn, says that Charles A. Henderson and his affiant are entitled to the possession of One barrel Horse and one Gray Horse of the value of Four hundred dollars. and further says that Nathan Morgan wrongfully detains the said Horses from the said Charles M. Henderson and his affiant and further that Charles M. Henderson and his affiant are now lawfully entitled to the possession of the said Horses, that the same have not been taken for any tax assessment or fine levied by virtue of any law of this

State, nor seized under any Execution or attachment against the goods and Chattels of the said Wm Henderson and the Affiant or either of them, liable to Execution or attachment, Wherefore the Affiant prays for a writ of Replevin against the said Morgan for the restitution of the said Horses and further says not

Subscribed & sworn to Chas W Henderson
before me this 1st day of
June 1858 Jms Church. Clerk

Circuit Court of Cook County
June Term AD 1858

Charles W Henderson
Charles W Henderson

Nathan Morgan

Replevin

Will Clerk please issue
writ in above cause & oblige Yours &c
Wm and Clark
Attys

And afterwards to-wit, on the same day and year aforesaid, there was issued out of the Office of the Clerk of the Court aforesaid and under the seal thereof directed to the Sheriff of said County to Execute the Peoples certain writ of Replevin, in the words and figures following to-wit,

State of Illinois }
Cook County } ss

The People of the State of Illinois, to the
Sheriff of said County: Greeting

Whereas Charles M. Wenden and Charles H. Wenden
Plaintiffs complain that Nathan Morgan, Defendant
unlawfully and wrongfully doth detain the following
described goods and chattels, to-wit: One barrel horse
and one gray horse together of the value of Four
Hundred dollars, Therefore we command you that if
the said plaintiffs shall give you bond with good and
sufficient security in double of the value of the said goods
and chattels, as required by law to prosecute their
suit in this behalf to effect without delay, and to make
return of the said goods and chattels if return thereof
shall be awarded, and to save and keep you harmless
in replevying said goods and chattels you cause the
said goods and chattels to be replevied and delivered
to the said plaintiffs without delay; and also that
you summon the said defendant to do and appear before
the Circuit Court of Cook County, on the first day of
the next term thereof, to be holden at the Court House
in the City of Chicago, in said County on the fourth Monday
of June instant, to answer said plaintiffs in the premises,
And have you then and there this writ with an endorsement
thereon in what manner you shall have executed the
same, together with the Bond which you shall have
taken from the said plaintiff as before commanded.

before Executing this writ;

See

Witness William B Church, Clerk of our
said Court and the seal thereof at
Chicago, in said County, the first day
of June 1858 Wm B Church Clerk

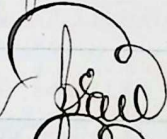
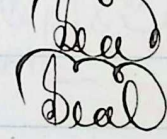
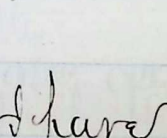
And afterwards to-wit, on the 2 day of June in the year
last aforesaid, said writ was returned into Court by
the Sheriff aforesaid, with a Bond thereto attached and an
Endorsement thereon, which said Bond and Endorsement
are in the words and figures following - to-wit,

"Know All men by these presents that we, Charles Mc
Kenderson, Charles H Kenderson & W B Nelson are held
and firmly bound unto John S. Wilson Sheriff of the
County of Cook in the State of Illinois; and to his suc-
cessors in Office, Executors, administrators and assigns
in the penal sum of Eight hundred dollars, lawful
money of the United States, for the payment of which sum
we do, hereby jointly and severally bind ourselves, our
heirs, Executors and administrators -

The condition of this Obligation is such, that whereas
on the first day of June in the year of our Lord One
thousand Eight hundred and fifty-eight the said
Charles Mc Kenderson and Charles H Kenderson, sued out of the
Circuit Court of Cook County a writ of Replevin against
Nathan Morgan defendant, for the recovery of the
following described goods and chattels, property to-wit,

5th

One David Morse and One Mary Morse, none of the
 said Charles H and Charles M. Wendeson plaintiffs
 shall prosecute their said suit to effect, and without
 delay, and make return of the said property, if return
 thereof shall be awarded, and save and keep harmless
 the said sheriff in replevying the said property, then his
 obligation to be void. Otherwise to remain in full force and
 effect. Witness our hands and seals this first
 day of June A D 1858

Chas M Wendeson 
 Chas H Wendeson 
 W B. Nelson 

Plaintiffs having given Bond as hereto annexed I have
 taken the within described property and delivered the
 same to the plaintiffs as per their receipt hereto annexed
 And served by reading to the within named defendant
 this 1st day of June 1858

Dues 1 service 50. 1 levy 50. 7 mile 10 1 return 10^{cts} and 50
 #140. Paid

John B. Nelson Sheriff
 By Jas S. Cook Deputy

Recd. Chicago June 1st A D 1858. of John B. Nelson
 Sheriff of Cook County the within described
 property in this writ
 Chas M Wendeson recd

And afterwards, to-wit on the 16th

day of July in the year last aforesaid, the same being one of the days of the June special Term of said Court the following, Among other proceedings were had and entered of record in said Court, to-wit

"Charles M. Wenderson

"Charles H. Wenderson

1867

Nathan Morgan

= Replevin

On motion it is ordered that this cause be, and the same hereby is continued

And afterwards, to-wit on the first day of October, in the year last aforesaid, said plaintiffs by Helm and Clark their Attorneys, filed in said Court their certain declaration, which is in the words and figures following, to-wit—

"Circuit Court of Cook County

Of the October Term A D 1858

State of Illinois }
Cook County }

Charles H. Wenderson and Charles M. Wenderson, partners by the firm name & style of C. H. Wenderson also plaintiffs in this suit by Helm and Clark their Attorneys Complain of Nathan Morgan defendant in this suit, who was summoned to answer the plaintiffs in this suit of a plea, wherefore he took the goods and Chattels of the said plaintiffs and

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unjustly detained the same against sureties and
pledge until re; For that the said defendant on
the first day of June in the year A D 1858 in the
County of Cook aforesaid took the goods and chattels
to-wit One barrel horse and one horse of
the plaintiffs of great value. to-wit of the value of
Four hundred dollars, and unjustly detained the same
against sureties & pledge until re. Wherefore the said
plaintiffs say that they are injured and have sustained
damage to the amount of Four hundred dollars & therefore
they bring this suit.

Edm & Clark
plff attys

And afterwards, to-wit, on the 9th
day of October in the year last aforesaid, said defen-
dant by J. Morgan his Attorney filed in said Court
his certain Plea, which is in the words and figures
following. to-wit

Cook County Circuit Court
October Term A D 1858

Morgan
ads
vs
Eaton

And the said defendant by
J. Morgan his Attorney comes and defends the wrong
and injury when re and says that he did not take
the said horses in the said declaration mentioned or

any or either of them or any part thereof in manner and form as the said plaintiffs have above thereof complained against him and of this the said defendant puts himself upon the Country &c,

And the Plaintiffs do the like. Wellm & blank Attys

And for a further plea in this behalf, the defendant says that the said plaintiffs ought not to have or maintain their aforesaid Action thereof against him the said defendant because he says he did not detain the said goods and Chattels, Horse &c in the said declaration mentioned or any or either or any part thereof in manner and form as the said plaintiffs have above thereof complained against him. And of this he puts himself upon the Country &c

And the Plaintiffs do the like. Wellm & blank p. Attys

And for a further plea in this behalf ~~in this behalf~~ the said ~~the~~ said defendant says that the said plaintiffs ought not to have or maintain their aforesaid action thereof against him, because he says that the said Horse goods &c at the time when &c more the property of Harrison Reynolds and not of the said plaintiffs as by the said declaration is above supposed and this the said defendant is ready to verify. Wherefore he prays judgment of the said plaintiffs

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ought to have or maintain their aforesaid action thereof against him. And he also prays a return of the said Horses &c together with his damages &c according to the form of the statute in such case made and provided.

And for a further plea in this behalf the said defendant says the said plaintiffs ought not to have or maintain their aforesaid action against him because he says, that before and at the time when &c, the defendant was the landlord of one Harrison Reynolds of premises, to him leased the rent for which &c due to the amount of \$239.99. the said defendant as such landlord as aforesaid seized the said Horses &c by virtue of his landlords warrant against the said Harrison Reynolds for said Rent; and at the time of said seizure the said Horses &c were the property of the said Reynolds and &c were liable to be seized by the said defendant as such landlord as aforesaid, without this that the said Horses &c were the property of the said plaintiffs as by the said declaration is above supposed. And this he is ready to verify; Wherefore he prays judgment of the said plaintiffs ought to have or maintain their aforesaid action thereof against him, and he also prays a return of the Horses, Goods &c together with his damages &c according to the form of the statute in such case made and provided.

And for a further plea in this behalf the said defendant says the said plaintiffs ought not to have or maintain their aforesaid action thereof against him because that he says that the said horses, goods &c at the said time when &c were the property of the said defendant and not of the said plaintiffs as by the said declaration is above supposed and this the said defendant is ready to verify. Wherefore he prays judgment of the said plaintiffs ought to have or maintain their aforesaid action thereof against him and he also prays a return of the said horses &c together with his damages &c according to the form of the statute in such case made and provided,
 A. Morgan

Ofc Atty

And afterwards to-wit in the 3^d day of May A D 1859. said plaintiffs by their said Attorneys filed their certain Replication to the said defendants pleas. which is in the words and figures following, to-wit

"Circuit Court of Cook County -

Aford Term A D 1859

Charles M. Henderson

v. Survivor &c

Nathan Morgan

And the said plaintiffs by Nelson and Clark their Attorneys for Replication to the said pleas of the said defendant by him directly

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and finally above pleaded, says preclusion to
 cause he says that the property of the said goods and
 Chattels in the said declaration mentioned was not in
 the said Harrison Reynolds as in and by the said
 their 4th plea alleged, but that the same was in
 the said plaintiff and of this the said plaintiff
 puts himself upon the Country re

Wilm and Clarke

Plf Atty

And the said plaintiff for replication to the 5th
 plea of the said defendant says preclusion -
 because he says the property in the said goods and
 Chattels in the said declaration mentioned was not
 in the said defendant, as in and by his said 5th plea
 is alleged and of this the plaintiff puts him-
 self upon the Country re

Wilm & Clarke

Plf Atty

And of records, to-wit, at the Assize Term of said
 bench, to-wit, on the 14th day of May in the year last
 aforesaid, the following proceedings, among others, were
 had and entered of Record to-wit,

"Charles M. Henderson and
 Charles M. Henderson

1866

Nathan Morgan

Replevin

This day Comes Wilm and

blame of Counsel for said plaintiffs and suggest the death of the said Charles M. Henderson.

And as to wards, to-wit, at the same term of said Court to-wit, on the 18th day of May in the year last aforesaid, the following among other proceedings were had and ensued at Record, to-wit,

Charles M. Henderson, survivor
of Charles M. Henderson

13665

Nathan Morgan

Replevin

This day came the said plaintiff by Nelson Clark his Attorney, and the said defendant by N. Morgan his Attorney also comes and by agreement of said parties now here given in open Court, the trial of this Cause is submitted to the Court, and the intervention of a jury waived, and the Court after hearing the evidence as well on the part of said plaintiff as of the said defendant, the arguments of counsel, and being fully advised in the premises, now finds the defendant not guilty.

And that the said defendant have a return of the goods and Chattels replevied in this Cause to be held by him irrepleviable, and that a writ of Return Habeas issue therefor.

And it is further

ordered and adjudged, that the said defendant do have and recover of the said plaintiff his costs and charges by him about his defense in this behalf expended and shall Execution therefore.

Whereupon the said plaintiff by his Counsel Excepts and prays an appeal to the Supreme Court of the State of Illinois, which is granted by the Court, on condition that the said plaintiff shall by the 26th day of May inst. Execute and file with the clerk of this Court his Appeal Bond herein in the penal sum of Three hundred dollars, Conditioned according to him with Alf Burley his surety thereto.

And on motion it is ordered that said plaintiff have till the 26th day of May inst. to file his Bill of Exceptions herein.

And afterwards, on the 20th day of May in the year last aforesaid, there was filed in the Court aforesaid a certain appeal Bond which is in the words and figures following, to-wit,
Know All men by these presents, that we Charles M. Wenderson and Arthur S. Burley of the City of Chicago are held and firmly bound unto Nathan Morgan of the said City in the penal sum of Three hundred dollars, for the payment of which well and truly to be made we bind ourselves our heirs, Executors and Administrators

firmly by these presents,

Witness our hands and seals
this 20th day of May A D 1859.

The Condition of the above
Obligation is such that Whereas in an action
lately pending in the Circuit Court of Cook County
State of Illinois, being an action of Replevin
brought for the recovery of certain goods & chattels
wherein Charles McWenderson was the surviving
plaintiff and the said Nathan Morgan was
defendant upon a trial of the said cause before
the said Court, judgment was given by the said
Court against the said plaintiff and in favor
of the said defendant, and for a return of the
property, and for the costs of the said suit
and from which said judgment the said plaintiff
Charles McWenderson has prayed and Appeal
to the Supreme Court of the State of Illinois
Now therefore if the said
Charles McWenderson shall well and truly
prosecute his said Appeal and shall abide by
and do and perform whatsoever the said
Supreme Court shall adjudge in this said cause
and shall pay such costs & damages as may be
awarded against him by the said Court, then the
above obligation shall be null and void, other-
wise to remain in full force and virtue

Charles McWenderson
Arthur G. Bailey Sec

15-

And afterwards, to-wit: on the 26th day of May in the year last aforesaid, there was filed in said Court a certain Bill of Exceptions which is in the words and figures following, to-wit:

" Circuit Court of Cook County -

April Term A D 1859

Charles M. Henderson

Sumner &

Nathan Morgan

Replevin

Be it remembered that on the 18th day of May A D 1859, the above cause came on for trial, and both parties having agreed a jury the same was submitted to the Court upon the following facts:

It was admitted upon the part of the defendant that the defendant on the first day of June A D 1858 took the property in question from the possession of Wm Reynolds from a livery stable in the north division of the City of Chicago and in the Township of North Chicago, that a demand was made by the plaintiffs upon the said defendant for the possession of said property, that the plaintiffs held a mortgage upon the said property, which mortgage was offered in evidence and in the words and figures as follows, to-wit:

This Indenture, made this thirty first day of May in the year of our Lord One thousand Eight hundred and fifty Eight, Between W. H. Reynolds of the City of Chicago & State of Illinois party of the first part and Charles H. Henderson and Charles W. Henderson of the firm of C. H. Henderson & Co. of said City and State aforesaid party of the second part,

Witnesseth that the said party of the first part for and in consideration of the sum of Seventy seven hundred & twenty ⁸⁰/₁₀₀ dollars in hand paid the receipt whereof is hereby acknowledged, do hereby grant, sell and convey and confirm unto the said parties of the second part their heirs and assigns, all and singular the following described goods and chattels, To-wit, One Very Heavy Coach & heavy heavy mounted double harness; One other heavy Coach One Open double Carriage; One top Buggy; Two Open Buggies; Three double harnesses; Four single harnesses; Two saddles & bridles; Three saddle horses; One bay horse, and one Bay horse Three Buffalo Robas; Two cutters and one double sleigh, said property being situated on La Salle street near the corner of Tingle and about 60 removed to the N. Western St. in the City of Chicago & comprising the driving stable of said Reynolds. Together with all and singular the appurtenances

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Thereunto belonging or in any wise appertaining. Do
 warrant and to hold the same unto the said parties
 of the second part their heirs, Executors administrators
 and assigns to them and their sole use forever, and
 the said W. H. Reynolds for himself or for his
 heirs, Executors and administrators does Covenant
 And agree with the said parties of the second part
 their heirs Executors administrators and assigns
 that he is lawfully possessed of the said goods and
 Chattels as of his own property; that the same are
 free from all incumbrances and that he will and
 his heirs Executors and administrators shall warrant
 and defend the same unto the said parties of the
 second part their heirs, Executors, administrators
 and assigns, against the lawful claims and de-
 mands of all persons

Provided Nevertheless that if the said W. H.
 Reynolds his heirs Executors, administrators or
 assigns shall not and truly pay or cause to be
 paid unto the said parties of the second part their
 heirs Executors administrators or assigns the sum of
 Seven thousand seven hundred and eighty seven dollars
 and Eighty Cents (\$7787.⁸⁰) secured by promissory
 note bearing date May 31 A D 1858 and due
 three months after the date of said Note, The
 said Note being Executed by the said W. H.
 Reynolds and William A. Colby; then and
 from thenceforth these presents and every thing

therein Contained shall cease and be null & void
 And provided also that it shall be lawful for
 the said W. H. Reynolds his heirs Executors, admin-
 istrators to obtain possession of the said granted property
 and at his own Expense to keep and to use and
 Enjoy the same until the said W. H. Reynolds or
 his heirs, Executors, administrators or assigns shall
 make default in the payment of said sum of money
 above specified either in principal or interest at
 the time or times, and in the manner hereinbefore contained
 or unless the said parties of the second part shall suffer
 condemnation, removal or waste for want of proper care
 or if the said party of the first part shall sell or
 assign, or attempt to sell or assign said goods and
 Chattels or any part thereof, or if any writ issued from
 any Court shall be levied on any part of the above de-
 scribed goods and Chattels - that then on any of the
 aforesaid Cases all of said promises or notes both principal
 and interest shall become due and payable, and the
 said parties of the second part their heirs, Executors
 administrators and assigns, agents or attorneys or any of
 them may Elect, thereupon to take possession of the
 said property, and for that purpose may seize
 the same or any part thereof wherever it may be found
 and also may enter any of the premises of the said
 party of the first part with or without force of process
 of law wherever the said goods and Chattels may be
 or be supposed to be and search for the same and

19-

if found to take possession of and remove and sell and dispose of said property or any part thereof at public auction to the highest bidder after giving ten days' notice of the time place and terms of sale together with a description of the property to be sold either by publication in some newspaper in the city of Chicago or by similar notices posted up in three public places in the vicinity of such sale, or at private sale with immediate notice for cash or on credit as the said parties of the second part their heirs Executors, administrators or assigns, agents or attorneys or any of them may elect and out of the money arising from such sale to retain first all costs and charges for pursuing searching cataloging removing keeping storing advertising and selling property goods chattels and effects, and all prior liens together with the amount due and unpaid upon said note or any of them. Either in principal or interest rendering the surplus of the money arising from such sale (if any there shall be) unto the said W. H. Reynolds or his legal representatives,

Witness my hand and seal the day and year first above written

"W. H. Reynolds" Seal

Signed sealed and delivered
in presence of "Arthur L. Briggs"

State of Illinois }
Book Bounty } I, Augustus Brunning a Justice
of the Peace in and for said County do hereby

certify that this Mortgage was duly acknowledged
before me by the above named Wm Reynolds
this thirty first day of May A D 1858

Augustus Brunning Seal
State of Illinois }
Cook County } ss Justice of the Peace

I, Wm O'Mary a Justice
of the Peace in and for said County do hereby certify
that this Mortgage was duly acknowledged
before me by the above named Wm Reynolds
this twenty second day of June 1858

Wm O'Mary Seal
Justice of the Peace
State of Illinois }
Cook County }

Filed for Record June 23^d
1858 Recorded in Book 12 of L. M. R. page 341
Wm S Church

State of Illinois }
Cook County } No. 7,134. This instrument
was filed for Record on the 31st day of May
A D 1858 and duly recorded in Book 12 of L. M. R.
at page 341 Wm S Church, Clerk of
Circuit Court and Ex officio Recorder.

That Augustus Brunning
before whom the said Mortgage was acknowledged
was a Justice of the Peace of Cook County

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Elected in and for the Town of North Chicago in which said property was kept and situated at the time of the said acknowledgment, that Herbert Reynolds who Executed said Mortgage was at the time of the Execution of said Mortgage a resident of the Town of North Chicago in said County, and lived in the north division of the City of Chicago - That said Mortgage was given to secure a just debt.

It was also admitted on the part of the plaintiff, that the defendant took possession of the said property by virtue of a landlords distress warrant on the first day of June AD 1858 for rent due from said Reynolds to the defendant as alleged in the plea of the defendant, and that the same was justly owing. And this was all the Evidence offered by either party, and the Court after hearing the said proofs and the arguments of counsel, found the issues for the defendant, and the plaintiff moves the Court for a new trial which is overruled, to which ruling the plaintiff Excepts, and the Court thereupon gives judgment in favor of the defendant for a return of the property. To which said ruling and decision of the Court the plaintiff then and there Excepted, and for as much as the said Record matters do not otherwise appear the said plaintiff makes and files this his Bill of Exceptions, and

22

asks the Court to sign and seal the same
and make the same a part of the Record
in this Cause, and it is done

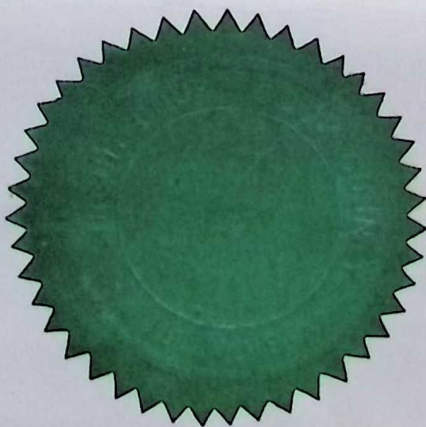
George M. Manier
Judge of 7th Judicial Circuit Ills

Geo

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the
State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and
Complete copy of All the papers and proceedings had and
Entered of Record in a certain cause lately pending in said Court
on the Western side thereof, wherein Charles Mc
Wenderson & Co plaintiffs and
Isaac Morgan Defendant.

In Witness Whereof, I have hereunto set my hand,
and affixed the Seal of said Court at Chicago, this
Seventeenth day of April
A. D. 1881.

Wm L Church Clerk.



Circuit Court of Cook Co.

L. M. Henderson
Etal

Nathan Morgan

Recd

6050

Supreme Court of Illinois
April Term A. D. 1860.

Charles M. Henderson } Appellant
vs
Nathan Morgan } Appellee
Appeal from Circuit Court Cook County

And now comes the said Appellant by Helms & Clark his Attorneys and says that there is manifest error in the judgment in the above case and the record of the said proceedings and this he is ready to verify - and for Cause of error assigns the following -
1st That the said ^{Circuit} Court erred in finding the right of property in the said goods in the said Morgan Defendant below, and in giving judgment for the said Defendant

2d That the said Circuit Court erred in not finding the said issues for the Plaintiff and in not giving judgment against the said Defendant.

Helms & Clark
for Appellant

and the said appellee come, and defend
or and say there is no error in the said
record and proceeding in manner and
form as the said appellant hath above
complained.

G. Morgan

Hooker, Thomas & Roberts
for appellee

246 728-10
Superior Court

Charles M. Henderson
vs appellants

Nathan Morgan

Appellant -

Record vs

Filed April 18, 1880
L. Leland
Clerk

Helmer & Clark
attys.
\$5.00.