

12066

No. _____

Supreme Court of Illinois

Trustees of Schools, T.27,
North, Range 10 East, County
of Winnebago

vs.

Bebb

71641  7

State of Illinois
 Fourteenth Judicial Circuit }
 Wmmebuys County

Plena in the
 Circuit Court of said County of Wmmebuys
 begun and held at the Court House in
 Rockford in said County on the Fifteenth
 day of November A.D. 1852 before the Hon
 Benjamin R. Sheldon Presiding Judge
 of the said Fourteenth Judicial Circuit of
 which Wmmebuys County forms a part

Be it remembered that herefor
 sent on the 27th day of July A.D. 1852
 The Trustees for Schools for Township No. 27
 North Range two East. in Wmmebuys
 County. by L. F. Warner their attorney filed
 in the Office of the Clerk of the Circuit Court
 of said County their certain Process, which
 said Process is in Words and figures
 following to wit,

Wmmebuys County Circuit Court. September
 Term A.D. 1852

" Trustees of Schools for
 Township No. 27 North Range No. 18 East
 in said Wmmebuys County

vs
 William Webb

} Assumpsit
 Damages \$800,
 The Clerk will serve Summons

in the above named Unlawful to demand sum of said Court
 July 27 1852. L. F. Warner atty for P. & H.

[12066-1]

And on the Tenth day A.D. 1832 the 27th day of
July A.D. 1832 a summons was issued in
accordance with said process in words and
figures following to wit

State of Illinois
Warrneburg County

The People of the State
of Illinois to the
Shuff of said County Greeting

We command you that you summon
William Bebb if he shall be found in your
County personally to be and appear before the
County Court of said County of Warrneburg, on the
first day of the next Term thereof to be held and
at the Court House in Rockport in said County on
the fourth Monday of September next to answer
unto the Trustees of Schools of Township No
Twenty Seven, North Range, two Cents in
Warrneburg County, in a plea of Assumpsit
to the demand of the said Plaintiffs as they
say in the sum of Eight hundred Dollars.

And you then read there this
Writ, with an endorsement thereon, in what
manner you shall have executed the same

Witness C. H. Shufford Clerk of
our said Court and the Seal thereof
at Rockport the 27th day of July
A.D. 1832.

Sub

Attest C. H. Shufford
C. H.

And afterwards I writ on the 3rd day of September A.D. 1832
the said summons was returned unto said Clerk's Office
endorsed thereon as follows to wit

"Thun served the within writ by reading the same
to the within named William Babb this 3^d day
of September AD 1882

P. B. Johnson Sheriff,

and afterwards sent on the 17th day of
September AD 1882 the said Attorney for the
Plaintiffs filed in the Office of the Clerk of said
Court, his Declaration in this Cause, which
said Declaration is in the words and
signifying following Part.

Trustees of Schools of Township
twenty Seven North range ten
East in the County of, Winnebago,

^{vs}
William Bobb

State of Illinois Winnebago
County Circuit Court
September term A.D. 1883

The Trustees of Schools of Town-
ship twenty Seven North range ten
East in the County of Winnebago, and
State of Illinois plaintiffs in this
suit by L. H. Warner their Attorney
complain of William Bobb the defen-
dant herein who has been duly summoned
to answer the said plaintiffs in a
plea of Apurpuit to their damage of
the sum of hundred Dollars - And
that whereas the township Treasurer
of township twenty Seven North Range
ten East in the County of Winnebago
and State of Illinois at said County of
Winnebago aforesaid on the fifth day
of September in the year of our Lord One
thousand Eight hundred and forty
Nine, did loan and lend to the said
defendant upon his request, of the
money of the said township that came
to his hands in virtue of ^{his office} Treasurer of

said township the sum of three hundred and forty five Dollars for the term of five years from that date with interest at the rate of two per cent per annum payable half yearly in advance until paid, and the said defendant did then and there borrow of and from the said Township Treasurer of the school fund of the said township of the money that came to his hands by virtue of his said office of Township Treasurer the sum of three hundred and forty five Dollars for the term of five years and then and there promised to pay interest upon the said sum of money so borrowed at the rate of two per cent per annum half yearly in advance until paid, and on the fifteenth day of September A.D. 1849 for the use and benefit of said Township the said defendant made his promissory note in writing for the payment of the said money and interest in the words and figures following to wit: "State of Illinois Winnebago County, five years from date I promise to pay to the School Commissioner of the County of Winnebago, for the use of Township twenty seven (27) North range two (10) East the sum of three hundred forty five Dollars and interest thereon at the rate of two per cent per annum, payable half yearly in advance from the fifth day of September A.D. 1849, until paid for value received - I

further promise that in case additional security for the aforesaid sum of money and interest or any part thereof shall be required the same shall be given to the satisfaction of said Commissioners. Witness my hand and seal the fifteenth day of September 1849.

Wm^{am} Bibb" and the said defendant then and there delivered the said promissory note to the said Township Treasurer for the use ^{and benefit} of said township. 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 plaintiff the interest in the said note specified half yearly in advance according to the tenor and effect of the said note. And the said plaintiffs aver that on the fifth day of September in the year of our Lord One thousand Eight hundred and fifty an installment of interest upon said note for Six Months in advance of that date became due and payable from the said defendant to the said plaintiffs yet the said defendant has never paid the same but has been in default for the nonpayment of the said sum of Seventeen Dollars and twenty five cents since the said fifth day of September A.D. 1850, by means whereof the said defendant then and there became liable to pay to the said plaintiffs the said interest so due in advance and twelve per cent interest per annum upon the said interest so due in advance and the principal in the said note mentioned.

from the said fifth day of September A^d 1850 - And that on the fifth day of March A^d 1851 one other installment of interest upon said note for six months in advance of ^{that} said date in the sum of Seventeen Dollars and twenty five cents became due and payable from the said defendant to the said plaintiffs, yet the said defendant has never paid the same but has been in default for the nonpayment of the said last mentioned sum of Seventeen Dollars and twenty five cents since the said fifth day of March A^d 1851, 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 the said plaintiffs said interest so due in advance and twelve per cent interest per annum upon the said interest so due in advance and the principal sum in said note specified from the said fifth day of March A^d 1851 -

And that on the fifth day of September A^d 1851 one other installment of interest upon the said note for six months in advance of that date in the sum of Seventeen Dollars and twenty five cents became due and payable from the said defendant to the said plaintiffs, yet the said defendant has never paid the same but has been in default for the nonpayment of the said last mentioned sum of Seventeen Dollars and twenty five cents since the said fifth day of September A^d 1851

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 the said plaintiffs twelve per cent interest per annum upon the said last mentioned interest so due in advance, and the principal sum in said note specified from the said fifth day of September A.D. 1851, and the interest so due in advance.

And that on the fifth day of March A.D. 1852 an other installment of interest upon said note for six months in advance of that date in the sum of Seventeen Dollars and twenty five cents became due and payable from the said defendant to the said plaintiffs, yet the said defendant has never paid the same, but has been in default for the nonpayment of the said last mentioned sum of Seventeen Dollars and twenty five cents since the said fifth day of March A.D. 1852, 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 interest so due in advance and twelve per cent interest per annum upon the said last mentioned sum of interest so due in advance and upon the principal sum in the said note specified from the said fifth day of March A.D. 1852. And being so severally liable as aforesaid the said defendant in consideration thereof on the fifteenth day of ^{September} ~~October~~

At 20/1849 undertook and faithfully promised the said plaintiffs to pay them the said interest on the said note specified according to the tenor and effect thereof.

And also for that whereas the defendant on the fifth day of July in the year our Lord One thousand Eight hundred and fifty two in the County of Winnebago aforesaid was indebted to the said plaintiffs in the sum of Eight hundred Dollars for interest due from the said defendant to the said plaintiffs for money loaned by the said township aforesaid out of the school fund of said township to the said defendant at his request - And in the sum of Eight hundred Dollars for interest due from the said defendant to the said plaintiffs in respect of having given day of payment of money due from the defendant to the said plaintiffs on request for a long time then elapsed - And in the sum of Eight hundred Dollars for money found to be due from the defendant to the said plaintiffs on an account then and then stated between them -

And whereas the defendant afterwards to wit: on the day and year last aforesaid at said Winnebago County in consideration of the promises respectively promised the said plaintiffs to pay the said several sums of money respectively to the said plaintiffs on request, yet the said defendant has wholly disregarded his

said promise and has not paid either nor
any of the said sums of money or any
part thereof to the said plaintiffs though
often requested to the damage of the
said plaintiffs in the sum of Eight
hundred Dollars

L J Warner

Atty for plaintiff

The defendant will take notice
that the following is a copy of the in-
strument and account upon which
this suit is brought

Copy of the note or instrument

State of Illinois Winnebago
County. Five years from date I promise
to pay to the School Commissioners of the
County of Winnebago for the use of
Township twenty Seven (27) North Range
ten (10) East the sum of three hundred
and forty five Dollars and interest
thereon at the rate of ten per cent
annum payable half yearly in advance
from the 8th day of September A D 1849
until paid for value received

I further promise that in case
additional security for the aforesaid
sum of money and interest or any
part thereof shall be required the
same shall be given to the satisfaction
of said Commissioners - Witness my
hand and seal this 13th day of September
1849 - \$345.00

Wm Bibb

William Bebb Esr

To	Plaintiffs
To Assent for money loaned	\$800,00
" Interest for Inst	800,00
" Account stated between them	800,00

Which said Declaration has induced them in the words and figures following to wit

Filed September 17th AD 1832

At Sheffield ALB,

And afterwards to wit on the 17th day of November AD 1832, at the Honorable Court of said Circuit Court the Defendant by Miller & Miller his Attorneys filed his certain Pleas in this Cause, which said Pleas are in words and figures following to wit,

Winnipeg Circuit Court

William Bibb November term A.D. 1888

ad

Trustees of Schools of Township
Twenty Seven North Range Two
East in the County of Winnipeg

And the said Defendant
William Bibb by Miller & Miller his
Attorneys comes and defends the wrong
and injury when &c and says that he
did not undertake or promise in manner
and form as the said Trustees of Schools
of Township Twenty Seven North Range
Two East have above thereof complained
against him and of this he puts him-
self upon the Country &c

Miller & Miller

Atty for Deft

And the said defendant hereby
gives notice to the said plaintiffs that
on the trial of this suit he will insist
upon a set-off, to the amount of One
hundred Dollars to wit;

Trustees of Schools of Township
Twenty Seven North Range Two East in
acct with

William Bibb &c

To money had and received by
said trustees to the use of William Bibb

100.00

To money advanced

100.00

" Money paid laid out & expended 100.00

Miller & Miller

Atty for Deft

Trustees of Schools of Township
Twenty Seven North Range Ten
East in the County of Winnebago

13
William Bobb

Now at this day comes the said
plaintiff and as to the plea of the said
Defendant by him pleaded wherein
he puts himself upon the Country
doth the like

L H Warner
Atty for Plff

And on the same day Aint the 17th day of November
A.D. 1852 at the said November Term of said Court
the Plaintiffs by Warner then sitting filed the
Certain Replications herein. which said Replications
are in Words and Figures following Aint

Trustees of Schools of Township Twenty Seven
North Range Ten East in the County of Winnebago

as }
William Bobb }

Now at this day comes
the said Plaintiffs and as to the plea of the said
Defendant by him pleaded wherein he puts
himself upon the Country doth the like

L H Warner atty for Plff

And afterwards Dint on the 19th day of
November AD 1852 at the November Term of
said Circuit Court in the Record of the Proceedings
there of is the following entry Dint.

The Trustees of Schools of Township
No 27 Range 10 East in Warrnogo County
vs } Assumpsit.
William Bebb }

And now came
the Plaintiffs by Warner & Loos their Attornies
and the Defendants by Miller & Miller his
Attornies also came and issue being joined
by agreement of the parties by their Attornies this
cause is submitted to the Court for trial
without the intervention of a Jury, and the
Court having heard the evidence and
argument of Counsel, and being fully
advised in the premises finds the issue for
the Defendant.

And therefore the Plaintiffs by their
Attornies move the Court for a new trial herein
and the Court having heard the argument of
Counsel on said motion overrules the same.
Whereupon Ruling of the Court the Plaintiffs
except.

And afterwards Dint on the 28th day
of December AD 1852 the Plaintiffs filed in the
Clerks Office of said Circuit Court a Bill of exceptions

in the same, which said Bill of Exceptions
is in words and figures following to wit,

State of Illinois, Warrabago County Court Clerk's
November Term AD 1852

vs
Trustees of Schools of Township
Number Twenty Seven North Range
Ten East in the County of Warrabago

vs
William Babb }

Be it Reminded
that upon the calling of the above cause for
trial, that the parties by their Attornies waived
the calling of a Jury and submitted the said
cause to the Court for Trial without the intervention
of a Jury.

Whereupon the Plaintiffs counsel
gave in evidence a Note given by the Defendants
to the Plaintiffs in the words and figures following
to wit.

State of Illinois, Warrabago County,
For Years from date I promise to pay to the School
Commissioner of the County of Warrabago for the
use of Township Twenty Seven (27) North Range
Ten East, the sum of three hundred forty six
dollars and cents and interest thereon at the
rate of ten per cent per annum payable half
yearly in advance from the 5th day of September
AD 1849 until paid, for value received, I further
promise that in case additional security for the

of said sum of Money and interest & on any
part thereof shall be required, the same shall
be given to the satisfaction of said Commissioners.

Witness My hand and Seal this 13th Day of
September A.D. 1849. H. 345. 50

Signed William W^m Bebb

And it was then and there upon the aforesaid
trial, agreed by and between the Attorneys for
the respective parties herein, that the aforesaid
mentioned and described note should be
considered by the Court as evidence of the
facts set forth in the Plaintiff's declaration
and that the endorsements on the back of
said note to be evidence of the payments of
the sum of Money thereon specified, by
the defendant to the Plaintiff. And that if
the defendant had paid more upon said
note than by Law he was required to do
then the surplus thereof shall be applied
generally upon said note, on payments
becoming due.

The following are copies of
the endorsements on the back of said note
as presented.

" September 5th 1849. Received twenty dollars
" twenty five cents interest on the within note.

" Received of John P. Reynolds Jr twenty two dollars
& eight cents, interest due on the within note to April 13th 1850.
15. 1850.

"Rec'd. March 3^d 1851. Thirty nine dollars,
interest on account in the within note."

"Rec'd. forty nine dollars seventy five cents
interest on this note April 13th 1852."

Whereupon the Court found the issue for the
Defendant, to which finding, the Plaintiff's
Counsel took exception, to wit that the finding
was contrary to the Law and the Evidence, and should
have been for the Plaintiff, which was allowed by
the Court.

The Plaintiff's Counsel
then asked leave of the Court to enter a Motion
for a new trial, which said leave was granted
by the Court.

Whereupon the Plaintiff's
Counsel then asked leave entered a Motion
for a new trial of said cause and assigned
as reasons, that the finding of the Court was
contrary to the Law and the Evidence, and
that the finding should have been for the
Plaintiff. And the Court upon the hearing
of the said Motion overruled the same, and
rendered a judgment of no cause of action,
And ~~the finding~~ overruling of the said Motion
by the Court and the rendition of the aforesaid
judgment the Plaintiff's Counsel took exception
which said exceptions were allowed by the Court
And it was further agreed by the Attornies for
the said Parties that forty days be allowed
for perfecting a Bill of Exceptions in this cause
which was allowed by the Court, And the
Plaintiff's Counsel then proposed that this

Ingoing Bill of Exceptions might be signed
& sealed and made a part of the Record
which is accordingly done

Benz. R. Sheldon *Seal*

The above and foregoing is this day agreed
upon by the Attornies for the respective parties
Dated at Rockford this 22nd day of December
A.D. 1852,

L. F. Warner Atty for Plffs

Miller & Miller Atty's for Def &

State of Illinois

Winnebago County

J. Charles H. Shafford

Clerk of the Circuit Court in & for said County
& State aforesaid, do certify the foregoing
is a true and correct copy of the Record
from & of all the proceedings which have
been had in said Circuit Court in said Cause
of The Trustees of Schools of Township Number
27 Range No Ten East in the County of
Winnebago against William Bebb

In Witness whereof I hereunto
Set my hand and affix the Seal
of said Circuit Court at Rockford
in said County this 13th day of
May A.D. 1853

J. C. Shafford *Seal*

Winnemago Co. No. 34.
Trustees of Schools, J. 27.
R. W. C. &c

as.
William Bebb.

Record.

Filed May 18th 1853.

L. Kellogg Clk.
By P. M. Kellogg Atty.

for Transcripts to \$ 50.00

Trustees of Schools of Township
Twenty Seven North Range Ten
East in the County of Mumbago

vs
William Beebe

Errors Assigned

1st That the Circuit Court erred in finding the issue for the defendants. That the finding was contrary to the Law and evidence and should have been for the plaintiffs an amount equal to the interest due in advance upon the note described in the declaration, and twelve per cent interest per annum upon the interest due in advance & upon the principal sum in said note from default in payment of the said interest due in advance upon said note —

2nd The court Erred in finding the Amount of interest due upon ~~upon~~ the note described in the declaration — in allowing twelve per cent interest per ~~annum~~ ^{annum} upon the interest due in advance from the day of default, in payment of the same. Whereas the Court should have allowed interest at twelve per cent per annum upon the interest due, and upon the principal sum in said note from ^{day of} default in payment of interest due

3rd The Court Erred in overruling the plaintiffs Motion for a new trial

4th The Court erred in rendering a judgment in favor of the defendant

L. F. Warner
Atty for Plffs

And the said Defendant further comes
and says that there are no such errors in
the record proceedings of said cause as
above alleged nor any nor either of
them

Wm. J. Ford

Suprem Co. State of Mass

"
Justices of the Court of
Common Pleas
10 East in the County of Wey

4

William Beale

1853
Assignment of Error

No 34

Defence

Filed July 6th 1853

L. Deland Clerk.
By P. H. Deland Depy

1853

12066

State of Illinois, set.

WRIT OF ERROR—FREE TRADER PRINT.

The People of the State of Illinois,
To the Clerk of the Circuit Court for the County of *Winnebago* GREETING :

BECAUSE in the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *Winnebago* county, before the Judge thereof, between *Trustees of Schools of Township Number twenty seven North, Range ten East in Winnebago County* — plaintiff, and *William Bebb,*

defendant, it is said manifest error hath intervened, to the injury of the aforesaid *plaintiffs* as we are informed by *their* complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our justices aforesaid at Ottawa, in the county of La Salle, on the *second Monday in June* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

WITNESS, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Ottawa, this *18th* day of *May* in the year of our Lord one thousand eight hundred and fifty *three*.

S. Leland Clerk of the Supreme Court.
By *P. K. Leland* depy. Clk.

Winnebago Co. No. 34,
Trustees of Schools
T. 27. R 10. E &c -

^{vs.}
William Bebb.

Writ of error.

Filed May 18th 1853.

L. Leland Clk.

By P. K. Leland Offy.

Trustees of Schools of Township
Twenty seven, North Range Ten
East in the County of Mumbago }
vs } In Error
William Bebb

In the Third Grand Division
of the Supreme Court of the
State of Illinois Term
A.D. 1853

The Clerk of said Court will please file
for Record in the office of said Court, the
Manuscript of a record of a cause herewith
sent wherein, The Trustees of Schools of
Township Twenty seven, North Range
Ten East in the County of Mumbago
were plaintiffs and William Bebb was
defendant in a plea of Assumpsit ~~and~~
and a trial had at the November term
of the Mumbago County Circuit ¹⁸⁵² And
also issue a Scire Facias to hear Errors
directed to the Sheriff of the County of Mune
A... commanding him to summon the
defendant in Error William Bebb to
appear in Court and show cause if
any he have, why the judgment or
Acree mentioned in the writ of Error
shall not be reversed returnable at
the next term L. J. Warner
Atty for Plffs

The Trustees of Schools
of Township Twenty seven
North Range One East
in the County of Ramsey,

vs

William Bush

Deft

Filed May 18th 1853.

L. Leland Clerk.

By P. R. Leland Depy.

L. F. Warren
Atty for Depy

Rockford Ill Aug 16, 1853

Mr Clerk

Sir I have sent here
with a transcript of a Judgment
also a precept for a scire facias in
the sum, Now then I am
not very well acquainted with
the practice & forms used by
you, & if that precept is not
sufficiently plain correct the
same for me I want the
scire facias issued as quick
as possible to get the cause
to a hearing at the next term.

Yours &c

L. F. Warner

Trustees of Schools
of Township 27, North
Range 10, East in the
County of Mendota

vs

William Babbs

In Error in the 3^d Grand Division
of the Supreme Court of the State
of Illinois June Term AD 1853.

It is hereby stipulated by and between
the Attorneys of the respective parties
to the above Cause that the ~~hearing~~
of the above Cause shall come on for
hearing at said Court on the sixth day of
July next with the permission of said Court
or as soon thereafter as the Court may
permit. And it is further stipulated by
the Attorneys aforesaid that the only point
to be made before said Court in said Cause
is the Construction of the 53^d Section of the
School Law of Illinois passed AD 1849.

with all collateral questions pertaining
to the Construction of said Section.

herby Waiving all Errors of Pleadings
or Matters. It being the Object of the
Parties to and came to Obtain the
Judgment of said Court settling the
Construction of said Section of
the School Law &c.

L. F. Warner Atty for Plffs

Miller & Miller
Attys for Defs

June 20th 1853

34
Books of Records
June 27. Page 10 over
of 14th Apr

W. F. Warner

Stipulations.

Filed June 24. 1853.
L. Leland Clerk.

Trustees of Schools of Township
Twenty seven North Range Ten
East in the County of Minnetago

vs
William Bebb

Supreme Court June Term A.D. 1853

This suit was brought to recover interest
due upon money loaned by the School
Commissioner of the County of Minnetago
Session Laws 1849 Page 166 Sec 49 & page 168 Sec 53

Suit was brought in the name of the Trustees
of Schools &c. Session Laws 1849 P. 166
Sec 49, 53, 54

The finding should have been for the Plaintiff
See Reports Page Session Laws 1849
Act "to maintain and establish common schools"
Sec 53. Sales Statutes 638. See Session
Reports Page 413

This Court to render such a judgment
as the Court below should have rendered
See Report page 413

L. F. Warner
Atty for Plff

Statutes of Schools of Town
ship of North King (10
Eves in the County of Mundy

21

William Beche

— " —

Brief

No 34

Filed July 6th 1853.

A. Delaney Clk.

By J. H. Delaney Secy.

STATE OF ILLINOIS, }
Supreme Court.

The People of the State of Illinois,

To the Sheriff of the County of *Winnebago* Greeting:

BECAUSE in the record and proceedings, and also in the rendition of the judgment of a plea which was in the circuit court of *Winnebago* county, before the Judge thereof, between *Trustees of Schools of Township Number twenty-seven North Range ten East - in Winnebago County* plaintiffs, and *William Bebb*

Defendant, it is said that manifest error hath intervened, to the injury of the 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 Ottawa, 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 *William Bebb*

that *he* be and appear before the justices of our said supreme court, at the next term of said court, to be holden at Ottawa, in said state, on the *Second* Monday in *June* next, to hear the records and proceedings aforesaid, and the errors assigned, if *he* shall see fit; and further to do and receive what said court shall order in this behalf; and have you then there the names of those by whom you shall give the said *William Bebb* notice, together with this writ.

Witness, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Ottawa, this *18th* day of *May* in the year of our Lord one thousand eight hundred and fifty *three*.

S. Leland Clerk of the Supreme Court.
By *P. K. Leland* dep. Clk.

Winnipeg Co. No. 34.

Trustees of Schools of
Y. 27. R. 40 E. 2c.

William Bebb,

Sei facias.

I have served the within
writ by reaching the same
to the within named
William Bebb

this 4th day of June A.D. 1853

John 50

Phil - 40

Net - 10

\$1.20

By J. H. Milliken Sheriff

Winn. Co. Min.

Filed June 14th 1853.

J. Leland Clerk.

By J. H. Leland Esq.

Received the writ of J. H. Milliken Sheriff
May 25th 1853 J. H. Milliken Sheriff
Winn. Co. Min.