

No. 8507

Supreme Court of Illinois

Chauncy D. Bradford

vs.

Thomas Lackey et al

I was at North Caledonia
in the County of Pulaski and State
of Illinois, before the Circuit Court
for said County, "On Monday the
Twelfth day of April, in the year
of our Lord One thousand eight hun-
dred and fifty eight

But I remembered that Chas-
ter came on the 10th day of March
in the year of aforesaid, Thomas and
Joel Guerry and I saw out of the
office of the Circuit Court, a writ
"See for" of Summons against Chas-
ter issued by D Bradford, which and
with the endorsements and return
thereon made, is in the words and
figures following,

"State of Illinois, ss
Pulaski County } The People of the State
of Illinois, to the Sheriff of Alexander
County, Greeting. Whereas Thomas and
Joel Guerry, of the County of Pulaski and
State of Illinois, has filed in the Court
of our Circuit Court in and
for said County, of Pulaski and State of
Illinois, a certain Indenture of Mortgage
executed by one Channing D Bradford
by the alienation of C. D. Bradford
and which said Indenture of Mortgage
is in the words and figures following,
to wit: This Indenture made and

entered into the 20th day of July
" one thousand eight hundred and
" fifty two, between D Braafara of the
" City of New Orleans, State of Louisiana
" of the first part, and Thomas (Lucky)
" and Vol. Lucky of the County of Pulaski
" State of Illinois, of the second part
" Witnesseth: That the parties of the first
" part for and in consideration of the
" sum of three thousand dollars to
" them in hand paid by the said party
" of the second part, before the writing
" and delivery of the premises the receipt
" whereof of which acknowledged hath
" granted, bargained and sold, and
" by their premises, both grant, bargain
" and sell unto the said party of the sec-
" ond part and to their heirs and as-
" signs the West half of the Section
" number of Section fifteen (15), Township
" sixteen (16), Range one (1), West, Contain-
" ing eighty acres in Peoria County,
" Illinois To have and to hold the
" above described and hereby conveyed
" premises and appurtenances ther-
" unto belonging or in anywise
" appertaining to them the said
" party of the second part and to
" their heirs and assigns, as a certain
" absolute indefeasible estate unto them
" their heirs forever. Provided however that
" if the said party of the first part shall
" pay or cause to be paid to the said

part of the Second part, or the legal
representatives, there certain promissory
notes for the sum of Five hundred and
no cents, of even date herewith and
payable in full, Ten, and Three Years
from date, to bear interest at the rate
of Six per cent per annum from the date
without abatement or discount, other
than to be and remain in full force
effect and virtue on the day
whereof I hereto sign my name
and affix my seal the day and year
of date above written.

Signed C. D. Bradford Esq
And whereas said Certificate of Mar-
riage was duly acknowledged on
the 24th day of October A.D. 1852 before
Richard McDonald a Justice of the
peace in and for the County of Lucas,
the said State of Illinois, and filed
for record and recorded in the
Clerk's office of said County of Lucas
on the 14th day of March A.D. 1853
And the said Thomas and Joel Lundy
represents to us that a payment has
been made on the payment of
the said sum of money and
interest mentioned in the said
mortgage and secured thereby
And that the whole principal
money and interest thereon,
now due and unpaid, the time
for the payment of which having

long since elapsed and affairs made
in the creation of said mortgage, and
we being desirous that justice
should be done to the premises

We therefore hereby Command
You that by your annual meeting
of your court you make known
to the said Chancery of Bradford, if
he shall be found in your country
to be and appear before the Circuit
Court of the County of Pulaski. To be
held on the Second Monday, in the
month of April next on the 1st day
of the said term, at the Court house
in North Carolina, to show cause
if any he has, why judgment
should not be rendered for such
sum of money as may be
due by virtue of said mortgage
according to the term and effect
of the said mortgage and that
you then and there direct

Witness your hand and seal
of our said Circuit Court
at the said place and date
as before at North Carolina
this 10th day of April 1838

James M. Davidson, Clerk

Indorsement thereon

To 48 Apr

Pulaski Cir Court

April term 1838

Sec^{to}
Thomas Laker
Joel Laker

C. D Bradford
S^{ist} of Alexander Co

Returned } served the within Summons
Suba } on and copy of M^{ty}
age on C. D Bradford, by reading
the said Summons to him, in due
of Court on the 20th day of March 1838

A. G. Cole Sheriff
of Alexander County
by G. P. Garner Deput^y
Sheriff & C. All

And after return made on the 19th
day of March, in the year of our
1838, came Thomas, Joel Laker
by Henry Smith their Attorney and
at this return, a certain other part
of the said was sued on and other other
Summons } of the Clerk of said Circuit Court
Suba } which was with the original
copy } sent thereon and return, as in
the return and before, following
State of Illinois } The People
County of } The Seal of Illinois
to the Sheriff of said County, directing
that Thomas and Joel Laker
of the County of Peoria and Seal
of Illinois was filed in the Clerk
of our Circuit Court in and

for said County, of Pulaski and State
of Illinois a certain indenture or
Mortgage executed by one Channing
D Bradford, by the assignment of
C D Bradford, and which said
indenture of mortgage is in the words
and figures following

"This indenture made and cul-
"ered into this 23rd day of July in
"the year of our Lord one thousand and
"eight hundred and seventy
"of the City of New Orleans State of
"Louisiana of the first part and
"Thomas and Joel Lacey, of the County
"of Pulaski State of Missouri the second
"part Witnesseth that the said
"of the first part for and in
"consideration of the sum of three
"thousand dollars to him in
"hand paid by the said parties
"the second part before the con-
"clusing and delivery of the pre-
"sents the receipt whereof is
"hereby acknowledged both par-
"ties, bargained and sold and
"by these presents both parties, bar-
"gain and sell unto the said
"party of the second part and to
"his heirs and assigns the West
"Half of the South East Quarter
"of Section fifteen Township
"fifteen (15) Range One (1) West
"Containing twenty acres or

On the 24th day of October 1852, before Ruben C. de la Cruz a justice of the peace in and for the County of Pinal, Arizona and State of Illinois, appeared for record in the Records of said County of Pinal, on the 14th day of March 1853. And after said Thomas and said Sanchez represent to us that a deposit has been made in the hands of the said Luis of money and a certificate mentioned in said mortgage and secured thereby, an affidavit the whole principal money and interest thereon is now due and unpaid the term on the day of which having long since expired and a default made in the condition of said mortgage, and we being desirous that justice should be done in the premises we therefore hereby command you, that by you and lawful men of your County you make known to the said Chas. D. Bradford, it shall be found in your County to be and appear before the Circuit Court of the said County on the 1st day of the next term thereof to be holden in the Court House at North Caledonia, in Arizona with counsel on the second Monday in the month of February,

To Shire Council as any house
or car, which had been shown
not be rendered for such sum
of money as may be due to
virtue of said mortgage according
to the terms and conditions of the said
mortgage and have you there
and there the, and

Witness Jam M Dungey

Clerk of said Circuit

and Ann the Settlement

Shelo applied at office

in North Carolina on

the 19 day of March

1838

Jam M Dungey

Endorsement

No 48 Apt

Philadelphia Court

April term 1838

Exofo

Mrs Laker

John Laker

O D Brewster

Shirley of Philadelphia

Returned

Exofo } At found April the 4th 1838

Mrs Smith Shier

And now at this day, to wit,
at a solemn Court held for Platte
County, on the same day and
year first herein mentioned, to
wit on Monday the 12th day of
April 1888 and on Tuesday
the second day of the same, the follow-
ing judgment order and decree of
the said Circuit Court was promul-
ged and duly made a matter of
record therein viz

Humana et sol Lake & Co of the
vs ~~vs~~ Loan Mortgage

Chauncy D Bradford

On the matter of the
application of the Plaintiff for judg-
ment, foreclosure of mortgage, and
sale of mortgage premises, came
the Plaintiff, and the Defendant
having been duly served with
summons, and at the first time
solemnly called came not but
made answer wherefor the Court
ordered that Plaintiff have judg-
ment for the sum of one thou-
sand and seventy nine dollars
and that the West Quarter of the
South East Quarter of Section
Eighteen (18), Township fifteen (15),
Range One (1), West containing
eighty acres in Platte County
Nebraska embraced and described
in the Mortgage to be sold at once

the same and date, And
it is ordered that a Special
fe for copy in this behalf.

And after coming to rest, etc. the
Rules held in the Clerk's office
of the said Circuit Court on the
18th day of May in the year
of our Lord one thousand
eight hundred and thirty
eight 1838, a list of Special

Hereafter, opened out
the 20th of the said Circuit Court,
Spina } Officer on the Judgment
served as aforesaid, directed
to the Sheriff of Pulaski County,
Commanding the And executed
as follows viz.

Thomas Lackey

Doel Lackey

Chauncy D Bradford

Deol \$179.00
Cents 7.35

State of Illinois vs
Pulaski County

I Farrell Duval
Clerk of the Circuit Court in and
for said County. do hereby cer-
tify that the foregoing pages are

a true Copy of the Sea
Audgment and Enclosure of
Mortgage, with the Act of
opening the Sea, "to see the
Mortgage premises," taken
from the files and records
of my office in the foregoing
style and

On September 10th 1858
at New Brunswick
I have subscribed my
name and affixed the Seal
of said County Clerk at New
Brunswick Canada, on the
3rd day of May 1858

James M. David
Clerk

1858
Sept 10
New Brunswick

David M. David
Clerk

And now comes the said Leoney or Modpro
 puff in Error in the foregoing Cases And
 Says there is manifest Error appearing
 in the records & proceedings of this Case
 as appears in the record thereof ~~hence~~
 herein as far set forth and for assign-
 ing to Cases of Error the said puff in
 Error Shows the following -

- 1st The Sci fa was issued by the Clk of
Pulaski, Circuit Court to Sheriff of Albany Co, there
 is no authority for this & such a writ is void
- 2nd The Court has no jurisdiction of deft below
 because the Officer of Albany Co had no authority
 to serve this Sci fa coming from Pulaski Co -
- 3rd The Court erred in extending jurisdiction of
 the deft -
- 4th The Court erred in rendering judgment as to

Copy of Record

in Suit
 of Geo. Lacey &
 Joel Lacey

Chauncey D. Bradford

Collected Aug 22, 50

Facit

The Clk. will issue a writ.
 of error in this case and
 make the same a supersedeas
 on the ppg. in error correcting
 bond with security in the sum
 of three hundred dollars -
 with Geo. M. Bradford as depty.
 July 12. 1850 Albany, N.Y.

Geo. Lacey. Clk.

Taken August 7, Ad. 1850.

Book Voluntas Clk.
 Prepared by Geo. Lacey.

deft below on said Sci fa & return -

5th The return is insufficient & Caption
 now power on the Court to adjudge

wherefore the said puff says that said
 proper to remove said case & for wrong
 return

It may be for
 puff in Error

IN THE SUPREME COURT—STATE OF ILLINOIS—FIRST GRAND
DIVISION—TO NOVEMBER TERM, A. D. 1858.

CHANCY D. BRADFORD, Plaintiff in Error

vs.

THOMAS & JOEL LOCKEY, Deft's. in Error.

} Error to Pulaski.

This is a seirefacias to foreclose a mortgage. Writ sued out on 10th day of March, 1858.

The scifa is issued by THE CLERK (and from the Clerk's office,) OF THE CIRCUIT COURT OF PULASKI COUNTY, and directed thus:

"The people of the State of Illinois TO THE SHERIFF OF ALEXANDER COUNTY Greeting,"

The mortgage is recited in hec verba in the sci fa, and is given for the Wh of the SW. qr of Section 15, Township fifteen. (15) Range one. (1) west &c.

Lands conveyed in consideration of 300 paid, providing that if the said party of the first part shall pay &c., to the said second party &c., three certain promissory notes for the sum of 100 dollars each; of even dates herewith, and payable in one two and three years from date, to bear interst at the rate of six per cent per annum from the date without defalcation or discount, otherwise to be and remain in full force. &c.

Return

Served the within summons and copy of mortgage on C. D. Bradford by reading the said Summons to him in the city of Cairo on the 26th day of March, 1858.

C. C. Cole sheriff of Alexander County,
by G. P. Garner, Deputy Sheriff A. C. Ills.

On the 19th of March, 1858, another writ of sci fa was sued out of same office, on same mortgage, directed (in the same cause) to the Sheriff of Pulaski County, Ills. (form of writ same) This sci fa was returned April 7th, 1858, "not found."

On the 13th day of April 1858, judgment on these sci fa's was rendered by DEFAULT AGAINST assuor defendant, for 179 and costs \$7 25, and the lands ordered to be sold to satisfy the same, and that a special fi fa issue.

ERRORS ASSIGNED.

1st. There is no authority for Clerk of Pulaski County to issue sci fa to Sheriff of Alexander County; writ is therefore void.

2d. The court had no jurisdiction of defendant below—for the Sheriff of Alexander County had no authority to serve said writ.

3d. The Court erred in entertaining jurisdiction of defendant.

4th. The court erred in rendering judgment against defendant below on said sci fa and return

5th. Return is insufficient &c.

6th. The writ is void for uncertainty.

7th. The land is conveyed absolutely—provided def't. should pay these notes &c.

8th. ~~It is nowhere proved or shown that this mortgage is a record of the Circuit Court.~~

9th. The judgment is erroneous in ordering that a special fi fa issue. It should be that the premises be sold.

I. N. HAYNIE, for Plaintiff in Error.

25

Abstract

Chauncy & Bradford

by

Thomas Lachey Esq

Emm to Pulaski

Filed Nov 11. 1858

Attest
J. J. [Signature]

J. Maynard

per [Signature]

Conlyh July 12. 1858

Dear Sir

As requested, I enclose you a
word with an order for a newspaper,
enclosed.

A man has written me
from Hayville about lighting rods to
the Court Room - As I see no necessity
for them and having no knowledge of
the man or his skill, I have not
and shall not order them.

Yrs. very truly,
Sidney Pierce

A. Johnston Esq.

Clk. Sup. Court. 1st Grand Division

Additional errors assignably have to
6th

The Mist is void for uncertainty
7th

The Mortgage recites that the funds
to have been conveyed absolutely, provided
the notes were paid

8th
It is not shown that this mortgage
is a record of the Circuit Court or
filed there -

9th
The instrument is not ~~that the~~
~~property be sold~~ as required by Statute
but, that a Special fi fa issue
for its sale of lands &c

I梅里尼
Atty for P.M.P.
in error

Additional Enns
Assigned by hand
to

6 Dr Bradford

vs

Thomas Lockett et al

{ Set.

{ Error to Pulaski

{ Writ to

In this case ^(foreclosure of mortgage) the Sequestrator is ^{strictly} a statutory proceeding and can only issue to foreclose a mortgage in the manner pointed out by the legislature. — The statute provides that when money is secured by mortgage & and the last installment is due it shall be lawful for the mortgagee to sue out a sequestrator — "from the Clerk's office of the Circuit Court of the County in which the said mortgage premises may be situated" & "directed to the Sheriff" or other proper officer of such County"

Vide State Statutes, P. 967—

This statute is clear & explicit — It does not authorize the clerk to do any thing more than to issue this writ directed to a certain specific officer particularly designated by the act; hence a writ directed to an officer (not of "such County") whose functions ^{are} outside of such County — is without authority — & void —

This proceeding is in rem and only intended to operate on the specific property. — vide 14 Ills 216 - Woodbury vs Moulton
1 Scan 232. Marshall vs Maury

In both these cited cases the Court manifestly confine this proceedings to ^{the} letter of the Statute relating to this subject matter — Even personal Service will not render the Judgment a personal Judgment. The Court cannot render a Judgment not justified by the letter of the Statute.
vide 1st Scan 232

Now if the Court is strictly Confined to the Statute the Clerk must be also — hence as the Clerk of Pulaski County — did not issue this process to the Sheriff of "such County" it is void — & if void — the Court had no power to enter any Judgment — no jurisdiction of Dept & its Judgment against him is Error —

But this view of the case is strengthened when we look further at this proceeding as pointed out by the Statute

The Mortgage is of lands in a Certain County - It is of record there - the debts fall due at a time specified - and the Mortgagor must be supposed to know all this hence the Statute provides in this case (a remedy almost anomalous in Character) that the Plaintiff may take a judgment without actual Service or Defect - Simply by two Returns of Nihil

Vide Seeds Statute P. 976.

Then it is useless and unnecessary that this writ shall ever be sent to any other County than the one where the lands mortgaged lay and this is the clear intention of the Legislature in saying that the clerk of a particular Circuit Court shall issue to the Sheriff of Sachs County and as the authority goes no further than this, it means to Sachs County alone

Therefore as the authority to issue is wanting in the case at bar, the writ is a nullity - & being a nullity gone no power to the Sheriff of Alexander County - and he being powerless could make no Service or Return and as there was no power - authority - Service or Return the judgment falls - being by Default; without appearance having been entered -

But the Service (if ~~any thing~~ ^{the writ} were valid) is insufficient because 1st Said Return does not show that the writ was served on the Deft. or on Chauncy D Bradford but only on "C D Bradford"

2nd The Return does not show that the writ was served by the Sheriff of Alexander Co. in his County or in any County & now Constable but that the "City of Cairo" in which it was served is in Massena or Reg so far as this Court can see from any thing before it

Another Error in the Head is that it is where
is shown that the Mortgage on which Sci fa issued -
was ~~was~~ filed in the "Clerk's office of the Circuit Court"
of Pulaski County

I May be

atty for Puff in Error

Briefs & Arguments

Charney & Bradford

vs

Thomas Lockey Esq
Respondent

D. H. Key was
att'y for Petitioner
Errors

STATE OF ILLINOIS, }
SUPREME COURT. } ss.

1st Grand Division

THE PEOPLE OF THE STATE OF ILLINOIS,

To the Sheriff of *Pulaski* 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 *Pulaski*

County, before the judge thereof, between *Thomas Larky and*

Joel Larky - Plaintiffs - and

Chamney D. Bradburn —————

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

D. Bradburn —————

as we are informed by *his* 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 *Thomas Larky*

and Joel Larky —————

that *they* 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 *first Sunday after the* Second Monday in November next, to hear the

records and proceedings aforesaid, and the errors assigned, if *they* 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 *Thomas and Joel Larky*

notice, together with this writ.

John D. Colton

Witness, the Hon. ~~Saml. H. Taylor~~, Chief Justice of our said

Court, and the seal thereof, at Mount Vernon, this *seventh*

day *of August* in the year of our Lord,

one thousand eight hundred and fifty-*eight*

Josh Johnston

Clerk of Supreme Court.

The Mt of Enm which has been issued and filed in this
 Court, is made a Supersedeas; and as such, is to be
 obeyed by all concerned. A. Johnston Clk

25—
 Chas. D. Bradford
 as Secy for
 Thomas Loackey &
 Joel Loackey

Served by reading to the within named
 Thomas Loackey and Joel Loackey September the 2nd 1858
 Thomas Smith Sheriff

Sheriff fees serving & returning
 mileedge. 60, Cts
 1 00
 \$1,60
 Thomas Smith Sheriff

STATE OF ILLINOIS
SUPREME COURT,

SS. *1st Grand Division* WRIT OF ERROR.
THE PEOPLE OF THE STATE OF ILLINOIS;

To the Clerk of the Circuit Court for the county of *Pulaski* 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 *Pulaski* county, before the Judge thereof, between

Thomas Lackey and Joel Lackey
plaintiffs, and *Chauncy D. Bradford*

defendant it is said manifest error hath intervened, to the injury of the aforesaid *Chauncy*

D. Bradford

as we are informed by *his*

complaint, and we being willing that error, should be corrected if any there be, 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

Mount Vernon, in the county of jefferson, on the *Monday after the 2d Monday of*

November 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:

John D. Catron

Witness, the Hon. ~~WALTER D. SCATES~~ Chief Justice
of our said court, and the seal thereof, at Mount Vernon this

Seventh day of *August*

in the year of Our Lord One Thousand Eight Hundred

and Fifty-*eight*

North Johnston

Clerk Supreme Court.

25

Co. D. Bradford

in { Mississippi

Thomas Larkins

Gov. Larkins

Issued - Made a

Supervisor of field

Aug. 7, 1858.

A. Johnston

"The Mississippi River is a main & important
source of the Mississippi River."

North Carolina

Clark's Office Supreme Court
Mount Vernon Illinois
July 13. 1858.

Judge Brewster
Dr. Sir.

I have received from you,
a record - Bradford vs Lackey, from Peck's -
with your Order for Supremacy, and on the
-on - upon the filing bond in the sum of \$300 -
but you do not say who the Security is to be.

In all such cases, heretofore, the Judge
has named the Security. I have supposed -
but do not know, that it is necessary he
should do so. Will you please advise me? -
and I will delay action till I hear from
you.

Very respectfully
Noah Johnston Clk

Carlyle July 15. 1858

Dr. H.

Prof. Mayne Counsel
for J. J. in Essex writes that
the affidavit of the Society
petitioning, has been filed.
of so, in fact, that we are
in security. - Judge Mayne
gives me no name -

Yrs. &c
Henry Mayne

A. Johnston Esq.

Clerk's Office Supreme Court
Mount Vernon Illinois
July 13. 1858.

C. D. Bradford esq.
Sr. Civ.

I received by last night's mail,
from Judge Breen, a record in the case of your-
self vs Lacey - with an Order Endorsed thereon -
Commanding me to make the writ of error issued
thereon, a Supersedeas - upon the filing bond in
the sum of \$300.

Upon the filing of the bond -
the security to be approved by Judge Breen -
and the payment of the usual fee - \$5 - the
case will be placed on the docket - and
the writ will be issued.

I am Sir, very respectfully
Noah Johnston Clerk

[8507-16]

May

July 19' 58.

I have no hesitation in stating
that I believe Geo W Graham the party
on this bond to be abundantly good

L Maynard

[8507-17]

Carlyle Aug. 6 1858

Dear Sir

I enclose you a bond which Judge Haynie handed me with your fee - You will add to my order making the list of Esrs a hundred dollars the naming Geo. W. Graham as security - as I will do it myself when I come down which will be on Monday next. I expect to spend a week or more in the library, and hope you can arrange so that I can have plenty of ice-water. Please hand the enclosed to A. M. Grant.

Yours truly

Sidney Meece

St. Johnston Aug. 6th 58.

[8507-19]

Cairo Aug. 4/58

Judge Haynie

Dear Sir

I enclose all the papers in the Sackey case, & it may be well for you to look it over & perhaps add what remarks or advice may be necessary to what I have requested of Mr. Johnson.

Yours Respectfully
C. D. Bradford

From what you said when I last saw you we are depending upon you for assistance to redeem our land, & if possible I should like to have you look at the land as well as the title, & drop me a line if you think necessary.

[8507-18]

Cairo Aug. 4/58

Mr. Noah Johnson

Black Supreme Court

Dear Sir

Your two favors were duly recd. Please to favor us by filling up blank of dates of judgment - amount of same & costs as they appear on Record of Court - I see that in the Bond, Loel is put first instead of Thomas, please alter if it makes any difference.

Judge Haynie may add further remarks.

Yours Respectfully
C. D. Bradford

[8507-20]

I send 5. for back of Supreme 6

A. Johnston Esq.
Clk. Sup. Court
Mt. Vernon

J. M. Haynie

Inclosing 5.00

Mr Noah Johnson
Mount Vernon
Ill

Know all men by these presents that we
Chauncey D Bradford & Geo. W
Graham

of the County of Alexander and State of
Illinois are held, and firmly bound unto
Joel Lackey and Cyrus Lackey of the County
of Pulaski and State of Illinois in the penal
sum of ~~Three~~ ^{Three} Hundred dollars lawful
money of the United States for the payment of
which, well and truly to be made, we bind ourselves
our heirs executors and administrators jointly severally
and firmly by these presents. Witness our hands and
seals this 17th day of July A.D. 1858.

The condition of the above obligation is such,
that whereas, the said Joel Lackey and
Thomas ~~Cyrus~~ Lackey did on the 12th day of April
A.D. 1858 in the Circuit Court of
Pulaski ^{County} State of Illinois, recover a judgment
against the above bounden Chauncey D Bradford
for the sum of One Hundred and
(179.00) Seventy Nine & 100 Dollars, debt
and Seven & 7 ^{one} $\frac{25}{100}$ dollars costs, from
which said judgment of the said Circuit
Court the said Chauncey D Bradford has
~~procured~~ ^{procured} his writ of ^{error} ~~replevin~~
prayed for and obtained ~~replevin~~ to the
Supreme Court of said State, Now if the said
Chauncey D Bradford shall duly prosecute his
said ^{Writ of Error} ~~replevin~~ ^{motion} ~~with effect~~ ^{delay} and shall moreover

pay the amount of the Judgment, Costs,
interest and damages, rendered and
to be rendered against him in case the
said Judgment shall be affirmed in
the said Supreme Court, ~~that~~ the said
obligation to be void, otherwise to remain in
full force and virtue.

A. D. Bradford

G. W. Graham

State of Illinois
Alexander County } ss. I John C. White Notary Public
City of Cairo } in and for said County
do hereby certify that I am
well acquainted with the signers of the
above Bond and know them to be fully
and amply responsible for the amount
named therein.

Given under my hand and seal this
Seventh day of July 1858

John C. White
J. P.

Wm W Graham

Bradford in Secretary the

251

Filed August 7. A.D. 1858

A. D. Bradford

IN THE SUPREME COURT—STATE OF ILLINOIS—FIRST GRAND
DIVISION—TO NOVEMBER TERM, A. D. 1858.

CHANCY D. BRADFORD, Plaintiff in Error

vs.

THOMAS & JOEL LOCKEY, Deft's. in Error.

} Error to Pulaski.

This is a seirefacias to foreclose a mortgage. Writ sued out on 10th day of March, 1858.

The scifa is issued by THE CLERK (and from the Clerk's office,) OF THE CIRCUIT COURT OF PULASKI COUNTY, and directed thus :

"The people of the State of Illinois to THE SHERIFF OF ALEXANDER COUNTY Greeting,"

The mortgage is recited in hec verba in the sci fa, and is given for the W hf of the SW. qr of Section 15, Township fifteen. (15) Range one, (1) west &c.

Lands conveyed in consideration of 300 paid, providing that if the said party of the first part shall pay &c., to the said second party &c., three certain prommissory notes for the sum of 100 dollars each; of even dates herewith, and payable in one two and three years from date, to bear interest at the rate of six per cent per annum from the date without defalcation or discount, otherwise to be and remain in full force. &c.

Return

Served the within summons and copy of mortgage on C. D. Bradford by reading the said Summons to him in the city of Cairo on the 26th day of March, 1858.

C. C. Cole sheriff of Alexander County,
by G. P. Garner, Deputy Sheriff A. C. Ills.

On the 19th of March, 1858, another writ of sci fa was sued out of same office, on same mortgage, directed (in the same cause) to the Sheriff of Pulaski County, Ills. (form of writ same) This sci fa was returned April 7th, 1858, "not found."

On the 13th day of April 1858, judgment on these sci fa's was rendered by DEFAULT AGAINST assuor defendant, for 179 and costs \$7 25, and the lands ordered to be sold to satisfy the same, and that a special fi fa issue.

ERRORS ASSIGNED.

1st. There is no authority for Clerk of Pulaski County to issue sci fa to Sheriff of Alexander County; writ is therefore void.

2d. The court had no jurisdiction of defendant below—for the Sheriff of Alexander County had no authority to serve said writ.

3d. The Court erred in entertaining jurisdiction of defendant.

4th. The court erred in rendering judgment against defendant below on said sci fa and return

5th. Return is insufficient &c.

6th. The writ is void for uncertainty.

7th. The land is conveyed absolutely—provided def't. should pay these notes &c.

8th. It is nowhere avowed or shown that this mortgage is a record of the Circuit Court.

9th. The judgment is erroneous in ordering that a special fi fa issue. It should be that the premises be sold.

I. N. HAYNIE, for Plaintiff in Error.

No 25

Nov. A.D. 1858.

Chauncy D. Bradford
Pltff in error

vs

Thomas Larky and
Isabel Larky
Defrs in error

8507

Error to Pulaski

Reversed for injunction
in error -