

8612

No. _____

Supreme Court of Illinois

Edward Wademan

vs.

Henry F. Hinckler et al

71641  7

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Hinckler et al vs Wademan

8612

Recd by Emulsion

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1134 43

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56.72.15

State of Illinois } In the Monroe County Circuit Court
Monroe County } May term 1861 Wednesday the 8th

Edward Wadman

v
Henry F. Henckler
John A. Rice
Sofayette Warmock

Assumpsant,
Now comes the defendant by Undenwood
& Henckler their attys, and make a motion
to quash the writ, because it does not follow
the process, and no affidavit has been filed, thereupon the plain-
tiff by his atty Talbot makes a motion to file an affidavit nuncpro-
tunc, which motion is allowed by the Court, and the defts motion
overruled, and leave granted to plead.

Edward Wadman

v
Henry F. Henckler
John A. Rice
Sofayette Warmock

2nd Monday, May the 13th
Now comes the plaintiff by Talbot his
atty, and also come the defendants by
Undenwood & Henckler their attys, there-
upon the defendants demurrer is taken up, which an argument is
overruled by the Court, to which the defendants atty excepted, and
no plea being filed, by consent this cause is tried by the Court, there-
upon the Court finds for the plaintiff, and assess his damages at
\$1134.43, and the defendants motion for a new trial being overruled,
the Court orders, that the plaintiff, have and recover from the defen-
dants the said sum of \$1134.43. for his damages, and his proper
cost, and that Execution issue thereupon the defendants pray for an
appeal, which is allowed by the Court, upon their entering into bond
in the sum of \$1500. within thirty days with security to be approved
by the Clerk.

And afterward to wit: on the 4th day of June A.D. 1861, the following appeal bond was filed to wit:

Know all men by these presents, that we Henry F. Henckler and Charles Henckler, of the County of Monroe, in the State of Illinois are held and firmly bound unto Edward Wademan of the State of Illinois, in the penal sum of fifteen hundred Dollars current 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 seal this fourth day of June A.D. 1861. The condition of the above obligation is such, that whereas, the said Edward Wademan, did on the 13th day of May A.D. 1861 in the Circuit Court, in and for the said County of Monroe, in the said State of Illinois aforesaid, recover a Judgment against the above bounden Henry F. Henckler, John A. Reid and Lafayette Warruck, for the sum of eleven hundred thirty four Dollars and forty three cents Damages, and the sum of nine Dollars & thirty five cents cost, from which Judgment of the said Circuit Court, the said Henry F. Henckler, has prayed for and obtained an appeal to the Supreme Court of said State of Illinois. Now if the said Henry F. Henckler, shall duly prosecute his said appeal with effect, and shall moreover pay the amount of the Judgment, cost interest and Damages, rendered and to be rendered against him, in case the said Judgment shall be affirmed in the said Supreme Court, then the above obligation to be void, otherwise to remain in full force and virtue.

Entered & approved by
me this 4th day of
June 1861.

Wm. E. B. Bk

H. F. Henckler Seal
Charles Henckler Seal

State of Illinois I the undersigned
County of Monroe Clerk of the Circuit
Court, do hereby certify that the
foregoing transcript contains a true and
correct copy of the order ^{of Court} made in the
foregoing entitled cause, and a correct
copy of the appeal bond; all of which
appear of record and on file in my
office

Witness My Hand and Seal
of Said Court, and the Seal
thereto hereto affixed, at office
in Waterloo, the 2nd day
of November A.D. 1861
William Ord
W

Henry F. Shuckler
John A. Reed
and Lafayette
Hammock

Sept 25

Edward Tardman

upper

Friday Nov. 15. 1861.

A. Schuster *MS*

And by George Melvany

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