

No. 13936

# Supreme Court of Illinois

Bledsoe et al

---

vs.

Miller

---

71641  7

State of Illinois, sct.

The People of the State of Illinois,

To the Clerk of the <sup>Municipal</sup> ~~Circuit~~ Court for the <sup>City</sup> ~~County~~ of Alton

GREETING:

BECAUSE in the record and proceedings, as also in the rendition of the judgment of a plea which was in the <sup>Municipal</sup> ~~Circuit~~ Court of

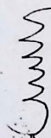
Alton City ~~county~~, before the Judge thereof, between Moses C. Blodson & Benjamin F. Turpin for the use of Henry P. Herbert plaintiffs and Benjamin Delaplaine & Samuel C. Piver defendants

it is said manifest error hath intervened to the injury of the aforesaid Defendants 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 our 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 Vandalia in the county of Fayette, on the second Monday of December ~~next~~ inst, 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. William Wilson, Chief Justice of our said Court, and the seal thereof at Vandalia, this Eighth day of December in the year of our Lord one thousand eight hundred and thirty eight

J. M. Duncan ckr

Supreme Court  
Benjamin Delaplain  
& Saml. C. Pierce

vs  Writ of Error

Moses C. Blodson &  
Benjamin F. Turpin  
for use of Henry R.  
Herbuth

Filed Dec. 8. 1838  
Jm Duman



Andrew Miller }  
vs }  
Moses C. Bledsoe }  
& B. F. Turpin }  
Writ of error from the  
Municipal Court of Alton.  
This was an action of assumpsit, brought <sup>in the Court below</sup> by Bledsoe & Turpin against Miller on a promissory note.

On the trial of the cause, the plaintiffs below, proctor & counsel to read a note in evidence to the jury in the following words, to wit, Lower Alton, Ill.  
April 18. 1836

"Two years after date I promise to pay to the order of M. C. Bledsoe & B. F. Turpin two hundred eighty Dollars, value received negotiable & payable at the Branch of the Illinois State Bank at Alton.  
Andrew Miller"

Upon the back of which note, there is in writing the following indorsement  
"I assign my interest in the within note to M. C. Bledsoe, without recourse in any way."  
B. F. Turpin

A witness was sworn who testified that the signature to said indorsement was in the hand writing of B. F. Turpin, one of the Plaintiffs - <sup>to the reading of which</sup>

note in evidence, the defendant objected, but the Court overruled the objection & admitted the note to be read in evidence. Other testimony was offered by the defendant & rejected, but it is unnecessary to state it, as it only tended to prove the fact, which was sufficiently established, that Turpin had parted with his interest in the note to Bledsoe.

It is only necessary for this Court to decide whether the note was <sup>admissible in</sup> ~~properly received~~ evidence.

At law a moiety or any other portion of a promissory note, cannot be so assigned as to enable the assignee to bring an action <sup>in his own name</sup> for his portion of the note. Had Turpin assigned his half of the note to a third person, that third person could ~~not~~ <sup>not</sup> unite with Bledsoe in bringing the action; for they would have to sue in different capacities - Bledsoe as payee & the third person as Indorser - The same result would follow, if Bledsoe had bought the action in his own name - he would have had to declare for a moiety of the Note as payee & for the remainder as Indorser. This would lead to much confusion &

complexity in pleading - In order therefore  
to enable our mover of a note to bring our  
action in his own name as indorser, the  
whole interest in the note must be assigned  
to him - The interests of an assignee  
of part of a note would doubtless be  
protected in a Court of Law, but the  
action must be brought in the name  
of the payee or payees, who continue to  
be the legal holders of the note for the  
purpose of collection. The indorsement  
on the note, can only be regarded, as a  
private memorandum between the  
payee & only vested in Pleasor, was  
equitable title to the money when collected.  
The Court consequently decided right  
in receiving the note in evidence & in  
rejecting the parol evidence -  
The Judgment is affirmed with costs.

Manuscript —  
Andrew Walker }  
47  
Blodoe & Turpin }  
opineon

Filed Feb 20. 1839

W. M. Duncan

Oct 7. 1838

\$ 290.40

Revised

Andrew Miller & Supreme Court December term 1838  
a ds 11.

Moses O'Belesoe & Error from the Municipal Court of the  
B F Turpin further City of Alton October term 1838 -  
vs. of Moses O'Belesoe

And now comes into Court here Andrew Miller Off in Error, by Charles Shrum his Attornies; and says that in the record and proceedings aforesaid and in rendering judgement aforesaid there is error in this.

First - That the Court Err<sup>d</sup> in allowing the said promissory note, to be read to the Jury

Second - The Court Err<sup>d</sup> in excluding evidence to shew what intent B F Turpin had in the note at the time of bringing the suit

Third; The Court err<sup>d</sup> in refusing the enquiring "who is the legal holder of the said note in question"

Fourth; The Court err<sup>d</sup> in prohibiting the enquiring "Had B F Turpin any interest in the said note in question at the time of bringing this suit?"

For these and other Errors apparent on the Record, they pray the said judgement, may be reversed -

Charles Shrum  
for Miller

Moses O. Bledsoe who surds

advs  
Andrew Miller

} Had view at this  
date. Covers the said debt in Error by Burlock  
& Keating his Atty. & says that in the Record &  
proceedings in this condition of the Judgment  
aforesaid there are no Errors.

Burlock & Keating  
Atty for Defts in Error.

Andrew Miller

advs

Bledsoe & Turpin  
for use of Bledsoe

Assignment of Error

Pleas held at the city Hall in the city of Alton  
Madison County and State of Illinois at a Term of  
the Municipal Court in and for said city began and  
held on the 2<sup>nd</sup> day of July in the year of our Lord one  
Thousand Eight Hundred and Thirty Eight

Before the  
Honorable William Martin  
Judge of said Municipal Court

But it remembered that heretofore to wit on the 18<sup>th</sup> day  
of September a D 1838 there was filed with the clerk  
of said Municipal Court a declaration in words  
and figures following To wit

State of Illinois County of Madison  
City of Alton

Moses O Bledsoe and  
Benjamin F Turpin for the use of  
Moses O Bledsoe

Municipal Court of the  
October term in the Year of our  
Lord one Thousand Eight Hun-  
dred and Thirty Eight

<sup>vs</sup>  
Andrew Miller

Moses O Bledsoe and Ben-  
jamin F Turpin who sue for the use of Moses O  
Bledsoe Plaintiffs in this Suit by Bullock & Keating  
their attorneys complain of Andrew Miller Defendant  
in custody &c in a plea of Trespass on the case on  
promises. For that whereas the said Defendant  
on the Eighth day of April in the year of our Lord  
One thousand Eight Hundred and Thirty Six &c at  
Lower Alton County of Madison and State of Illinois  
made his certain promissory note in writing un-  
der his hand bearing date the day and year last

War

aforsaid and thereby then and there promised the said  
Plaintiffs under the description of No 60 Bledsoe and  
43 F Turpin to pay to them, or to their order, Two  
Years after the date of said note the sum of Two  
Hundred and Eighty dollars for value received by  
the said Defendant, said note being negotiable  
and payable at the Branch of the Illinois  
State Bank at Lower Alton and then and there deliver-  
ed the said note to the said Plaintiffs: by reason of  
which promises and by force of the statute in such  
case made and provided, the said Defendants then  
are there became liable to pay the said Plaintiffs the  
sum of Money in said note specified according to the  
tenor and effect of said note, and being so liable the  
said Defendant in consideration thereof afterwards to wit  
on the day and year aforsaid undertook and then and  
there faithfully promised the said Plaintiffs to pay  
them the said sum of money in said note specified  
according to the tenor and effect of said note  
And also in a like sum for diverse goods wares and Merchand-  
ize by the said Plaintiffs before that time sold and delivered  
to the said Defendants and at his like special <sup>instance</sup> and  
request. And also in a like sum for money by the said  
Plaintiffs before that time lent and advanced to and paid  
out and expended for the said Defendant and at his  
like special instance and request. And also in a like  
sum for other money by the said Defendant before that  
time had and received to and for the use of the said  
Plaintiffs and being so indebted the said Defendant  
in consideration thereof afterwards to wit on the day  
and year aforsaid at the County aforsaid undertook  
and then and there faithfully promised the said  
Plaintiffs to pay them the said several sums of  
money in this count mentioned when the said

Defendants

Defendants should be thereunto afterwards requested  
And whereas also the said Defendant afterwards to wit  
on the day and year last aforesaid at at the County  
aforesaid accounted with the said Plaintiffs of and  
concerning divers other sums of money before that  
time due and owing from the said Defendant to the  
said Plaintiffs and then being in arrears and un-  
paid and upon such accounting the said Defen-  
dant was then and then found to be in arrears  
and indebted to the said Plaintiffs in another  
large sum of money to wit in the further sum  
of Four Hundred Dollars and being so found  
in arrears and indebted to the said Plaintiffs  
in consideration thereof afterwards to wit on the day  
and year last aforesaid at the county aforesaid un-  
dertook and faithfully promised the said Plain-  
tiffs to pay them the last mentioned sum of mon-  
ey when the said Defendant should be thereunto  
afterwards requested. Nevertheless the said Defen-  
dant not regarding his said promises and undertak-  
ing has not yet paid the aforesaid several sums of  
money or either of them or any part of either of them  
to the said Plaintiffs or either of them, (Although so to  
do the said Defendant was requested by the said  
Plaintiffs) but to pay the same the said Defendant  
has hitherto altogether refused and does still refuse  
so to do to the damage of the said Plaintiffs.  
Five Hundred Dollars and thereupon they being  
suis

Bullock & Keating Plffs Atty

Afterwards To wit on the 3<sup>d</sup> day of October ad  
1835 there was filed with said Clerk the several files

in words and figures following To wit

Andrew Miller  
prosecutor  
Moses O Bledsoe &  
B F Turpin for the  
use of M O Bledsoe

Municipal Court  
for the city of Alton  
Oct<sup>r</sup> Term 1838  
Pleas

Trespass on case on promises

And now as this day comes the  
said Defendant by his attorney and defends the  
wrong (and injury) when he and say that they did  
not undertake and promise in manner and form  
as the said Plaintiffs have thereof complained  
against them and of this they put themselves  
upon the country. Cowles & Strum  
attys for Defend  
And says do the like to (attys for Defend)  
Pullock & Keating  
attys for Piffs

Pleas

And the said Defendant for a further  
plea in this behalf says (acto non) because he says  
that said note in the Plaintiffs declaration men-  
tioned was given without any good or valuable  
consideration and that no consideration was at  
any time received by this Defendant for said note  
and this he is ready to verify wherefore he  
prays Judgement &c

And for a further plea in  
this behalf the said Defendant says (acto non)  
because he says that the consideration for which  
said promissory note in said Plaintiffs declara-

tion mentioned

now mentioned was given by the said Defendants  
to said Plaintiffs, has altogether failed and become  
of no value to the said Defendants because he says  
that at the time said note bears date said Plam-  
tiffs represented to this Defendant at the town now  
City of Alton that they were the owners of a  
large and valuable tract of land situated in the  
County of Pike and State of Illinois and that a  
certain town called Montezuma was laid off upon  
said tract of land and that by reason of said town  
being laid off on said tract of land so belonging to said  
Plaintiffs the land was greatly enhanced in value and  
that it was in fact a very valuable tract of land  
for the purposes of a commercial town; and this  
Defendant further avers that said Plaintiffs in-  
gite this Defendant to buy a portion of said Real  
Estate situated in the said Town of Montezuma  
and the Defendant says that upon the represen-  
tations made by the said Plaintiffs as to the  
value, situation and location of said Real Estate  
and the practicability for making a commercial  
town thereon and particularly upon the represen-  
tations made by the Plaintiffs to this Defendant  
of the situation location and value of their said  
Real Estate situated in the said Town of Monte-  
zuma this Defendant was induced to purchase  
a portion or an interest in said Real Estate  
so belonging to the said Plaintiffs as they  
alleged. Altho this Defendant had never seen  
any portion of said real estate on the site of said  
Town of Montezuma upon the said representations of  
said Plaintiffs this Defendant purchased one tenth  
part of said Real Estate and gave four promissory  
notes of that date one for Two Hundred and  
Fifty Dollars payable within forty days from

the 27<sup>th</sup> day of February A D 1836 one  
other note for the Sum of Two Hundred and Eighty  
five dollars to become due in one year from the  
Eighth day of April 1836 and one other note for the  
Sum of Two Hundred and Eighty Dollars to become  
due in Two Years from the 8<sup>th</sup> day of April A D 1836  
and one other note for the sum of Two Hundred and  
Eighty seven dollars and fifty cents to become due  
in Two and one half years from the 8<sup>th</sup> day of April  
1836 which said third mentioned note is the same  
note upon which this suit is brought and the  
Defendant avers that at the time said purchase  
was made and said notes were given as aforesaid  
said Plaintiffs gave the defendant a Bond for a  
Deed for the real estate so purchased by the Def-  
endant with a condition in said Bond to make  
a Deed to the Defendant for said Real Estate  
whenever the defendant should pay or cause to be  
paid the said first above mentioned note.

And the said Defendant further avers that when the  
said first mentioned note aforesaid became due the  
defendant caused the same to be paid accor-  
ding to its terms tenor and effect but the Defendant  
says that the said Plaintiffs have refused and  
still do refuse to make a Deed to the Defen-  
dant for the said Real Estate as they had agreed  
to do by their said Bond. And the defendant  
avers that said Plaintiffs soon after said  
first mentioned note was paid said Plai-  
ntiffs made a Deed for the land mentioned  
and described in their said Bond to the  
Defendant to some other person or persons  
and not to the Defendant as they had  
agreed to do by their said Bond. And this

Defendant

agreed to do ✓

Defendant further says that said Plaintiffs as the said time when the Defendant purchased said Real Estate and gave them notes there for falsely, fraudulently, and deceitfully misrepresented the value location and quantity of said Real estate and also that said Plaintiffs at the said <sup>time</sup> represented that said Real Estate which they offered to this defendant and which this defendant then and there purchased as aforesaid embraced the whole of the said Town of Montezuma whereas in truth and in fact said tract of land sold to this defendant only embraced about one half of said Town of Montezuma and this defendant further avers that at the time aforesaid said Plaintiffs represented that the site of said Town of Montezuma and which was represented to include the same land bought by the Defendant was elevated and above high water mark and that the said site of said Town of Montezuma was never overflowed by the waters of the Illinois River whereas in truth and in fact said site of said town was low and below high water mark and that it frequently and oftentimes was inundated and overflowed by the said waters by reason of all of said misrepresentations frauds and deceptions said Real Estate is of no value to this Defendant and the consideration for which said note was given has failed and become of no value and this he is ready to verify.

And for a further plea in this behalf the said Defendant says (action non) because he says that the consideration for which said note was given by this Defendant has in part failed in this to wit This Defendant avers that at the time said note in the Plaintiffs declaration mentioned became due said Plaintiffs offered to sell to this Defendant one tenth part of the Town of Montezuma situated in the County of Pike and State of Illinois and the Defendant further avers that at the time when said Plaintiffs represented that said Plaintiff Town of Montezuma aforesaid was beautifully and favorably situated for high ground above high water mark and that the waters of the Illinois River never at any time overflowed said site of Montezuma and said Plaintiff further represented that said Real Estate was laid off upon the whole of said Tract of Land situated in the County of Pike and State of Illinois, and further this Defendant says by reason of the representations made by the said Plaintiffs as aforesaid the Defendant was induced to buy of said Plaintiffs one tenth part of said Town of Montezuma and the land which the said Plaintiffs at the time when he represented they owned in and adjoining said tract of land and this Defendant in consideration thereof and there agreed to buy one tenth part of the said land aforesaid and gave to the said Plaintiffs four promissory notes as follows one note for the sum of Two Hundred and

fifty dollars to

✓  
fifty dollars to become due in Forty days  
from the 29<sup>th</sup> day of February A.D. 1836  
One note for the sum of Two Hundred  
and Sixty five Dollars to become due  
in one year from the 8<sup>th</sup> day of April 1836  
one note for the sum of Two Hundred  
and Eighty Dollars to become due in two  
years from the 8<sup>th</sup> day of April 1836 and  
one other note for the sum of Two Hundred  
and Eighty Seven dollars and fifty cents  
to become due in Two and one half  
years from the 8<sup>th</sup> day of April 1836 which  
said notes were then and there delivered to said  
Plaintiff. and the defendant says that the  
third note above described is the same note  
mentioned in the Plaintiffs declaration and  
the defendant says that the representa-  
tions above set forth and made by the said  
Plaintiffs are false fraudulent and untrue  
and were intended to mislead deceive and  
defraud this Defendant.

And this Defen-  
dant says in truth and in fact the said  
Town of Montezuma is not laid off on  
the tract of land nor on the high ground  
above high water mark and in a favour-  
able situation as the said Plaintiffs had  
represented to this defendant. And  
by reason of said false fraudulent  
and deceitful misrepresentations made  
by the said Plaintiffs as aforesaid the con-  
sideration of said note has in part fail-  
ed and is of not of greater value than  
the sum of Five Dollars and of this

the said Defendant is ready to verify, wherefore  
they pray Judgement

Charles & Krum  
~~Attys for P. 1838~~  
Attys for Defalt

Afterwards To Wit on the 4<sup>th</sup> day of October a D 1838  
There was filed with the clerk of said Court a  
Replication in words and figures following To Wit

Moses & Pledsoe &  
B. J. Timpin for the use  
of M & Pledsoe

Andrew Miller

Municipal Court of  
the City of Alton a D 1838

Replication

In the said Plaintiff by  
his attorney's comes and in answer to the second plea  
of the defendant say (precludi non) because they  
say that the consideration of the note mentioned in  
the Plaintiff's declaration was not given without  
any good and valuable consideration and that  
a consideration was received by the defendant and  
of this they puts himself on the country &

And the said Defendant doth the like Davis Bullock & Shating  
Charles Krum Shoring Attys for the Def

Afterwards To Wit on the 5<sup>th</sup> day of October a D 1838  
There was filed with the clerk of said Court a repli-  
cation in words and figures following To Wit.

State of Illinois

Moses O. Plescoe &  
Benj. F. Turpin for the  
use of M. O. Plescoe

vs  
Andrew Miller

Municipal Court of the  
City of Alton of the  
October Term A.D. 1858

Madison County

City of Alton

And the said Plaintiff's  
Plescoe & Turpin by Bullock  
& Keating their attorneys  
comes to when to (and say) precludi non, by reason  
of anything in the third plea of the said Miller  
above alleged because they say that the  
note in the Plaintiff's declaration mentioned was  
given for a good and valuable consideration, and  
that the said consideration has not wholly failed  
and become of no value in manner and form,  
and under the circumstances as alleged in the  
third plea of the Defendant above pleaded and  
of this they put themselves upon the country &

Bullock Davis & Keating

And the said Defendant doth do use

Cowles & Horn Shing

Atty for D<sup>ff</sup>

And the Plaintiff as  
to the fourth plea of the Defendant above pleaded  
say, precludi non, because they say that the  
consideration for which the note in the Plaintiff's  
declaration mentioned was given, was a good and val-  
uable consideration and that said consideration  
has not in part failed under the circumstances  
and in manner and form as alleged in the fourth  
plea of the said Defendant above pleaded.

and of this they put themselves on the country

And the said Defott doth the said } Bullock Davis & Keating  
Crowles Krum Strong } Atty's for Plff

At the same term to wit at the October term of  
said court there was entered of Record two orders in  
words and figures following To wit

Moses O Pledsoe  
Benjamin T. Turpin  
JAMES of Mos Pledsoe

Assumpsit Damaged  
\$300.00

Andrew Miller

Now at this day came the

Plaintiffs by Bullock & Keating their attorneys  
and the Defendant by Charles Krum his att-  
orneys and issue being joined thereupon came  
a Jury of Twelve good and lawful men To wit  
James Hodges Thomas Asbury S D Wheeler Charles  
S Leach William Newman P M Livingston  
Henry Sargent Samuel Wade Henry C Turby-  
er John Evans Levi Palmer and William B Pitt-  
to who being first tried elected and sworn well  
(and truly to try the issue joined between the  
parties Plaintiffs and Defendant after hear-  
ing the evidence allegations and pleas of the  
parties returned into the court the following  
verdict To wit That the Jury find a verdict  
for the Plaintiffs and assess the damages at  
Two Hundred Ninety Dollars forty cents.  
Whereupon the Defendant by his attorney en-  
ued his motion for a new trial in said cause  
for reasons filed.

Order of Court

Be it remembered that on the

trial of the case

trial of the above cause the Defendant excepts to the note offered in evidence and his exceptions being overruled by the court, the Defendant tenders his bill of exceptions and prays that the same may be signed and sealed by the court and made part of the record herein which is done accordingly

Moore O'Bedsoe &  
Benjamin F Turpin  
In use of Mr O'Bedsoe

Andrew Miller

Assumpsit  
Damages \$500

Now at this day came the Defendant by Charles Krum his Attorney and withdraws his motion for a new trial in the cause entered at a previous day of this term. It is therefore considered by the court that the Plaintiff have and recover of and from the said Defendant the sum of Two Hundred and Ninety Dollars forty cents the damages as aforesaid assessed together with their proper costs and charges in and about the suit in this behalf made and expended and that they have execution therefor &c. Whereupon the Defendant prays an appeal in this cause to the Supreme Court. It is ordered that said appeal be allowed and that Thirty days be given said Defendant in which to file his appeal Bond according to Law and the surety be approved of by the court

Afterwards To Wit on the 13<sup>th</sup> day of October ad 1838 there was filed with the Clerk of said Court Two Bills of exceptions in Words and figures following To Wit

Moses O Bledsoe &  
Benjamin F Turpin  
who sue for the use of  
Moses O Bledsoe

Municipal Court  
October Term 1838

<sup>103</sup>  
Andrew Miller

It is remembered that upon the trial of this cause the Plaintiffs offered to read in Evidence to the Jury a note in words and figures following To Wit

\$280

Lower Alton Ill April 8 1836

Two Years after date I promise to pay to the order of M O Bledsoe & B F Turpin Two Hundred and Eighty Dollars value received negotiable & payable at the Branch of the Illinois State Bank at Lower Alton

Andrew Miller

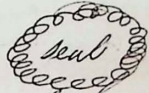
Upon the back of which note there is in writing the following indorsement.

"I assign my interest in the within to M O Bledsoe without recourse in any event"  
"B F Turpin"

O B Heaton a witness was called by Defendant who testified that the said Signature of B F Turpin upon the back of said note was the hand writing of Benjamin F Turpin one of the Plaintiffs in this suit. And the Defendant by his Counsel threw to the reading of said note and the indorsement thereon made as aforesaid, to the Jury aforesaid, objected, which objection was overruled by the Court and the said note and indorsement aforesaid was permitted to be read to the Jury. To whose opinion of the Court the Defendant by his Counsel

Bill of Exceptions

accepts and tenders his bill of exceptions and prays  
that the same may be signed and sealed and  
made a part of the Record which is done accor-  
dingly.

William Martin   
Judge of the Municipal Court  
of the City of Alton

Moses O Bledsoe  
Benjamin T Turpin  
who sue for the use of  
Moses O Bledsoe

vs  
Andrew Miller

Municipal Court  
City of Alton  
October term 1838

But it is remembered that upon  
the trial of this cause the Defendant by his  
Attorneys propounded to O Bledsoe a witness  
there under examination the following question-  
"What interest (if any) has Benjamin T Turpin in the  
note in question at the time of bringing this suit  
to which question the Plaintiffs by their attorneys  
objected and insisted that the said Witness should  
not be permitted to answer the same. Which objec-  
tion was sustained by the court and the said  
witness was not permitted to answer said interro-  
gation

Also at the trial aforesaid the Defen-  
dant by his attorneys asked the said Witness the  
following question "Who is the legal holder of the  
said note in question"

To which question the said  
Plaintiffs by their attorneys objected and insisted  
that said Witness should not be permitted  
to answer the same which objection was

sustained by the said Court and said Witness was not permitted to answer said question.

Also at the trial aforesaid the Defendant asked the said Witness the following question.

"Had Benjamin F. Turpin any interest in the said note in question at the time of bringing this suit?"

Which question was objected to by the Plaintiffs and insisted that said Witness should not be permitted to answer the same, which objection was sustained by the said Court and said witness was not allowed to answer said interrogatory.

To which several opinions of the Court aforesaid the Defendant by his attorney's Excepts and tenders his Bill of exceptions which he prays may be signed sealed and made a part of the Record.

William Marten <sup>Seal</sup>  
Judge of the Municipal Court  
of the City of Alton

State of Illinois  
Madison County  
City of Alton

I Sherman W. Robbins clerk of the Municipal Court in and for the city of Alton in the County and State aforesaid do hereby certify that the fore

the city of <sup>Alton</sup> ~~Alton~~ Do hereby certify that the  
going pages contain a true and perfect Trans-  
cript of the Record process and proceedings in the  
Case of Moses O'Bledsoe and Pyramus T. Fur-  
ber for use of Moses O'Bledsoe. And Andrew Mew-  
ler as the same remains on record at my office

In witness whereof I have hereunto  
set my hand and affixed the  
seal of said Court at my  
office in the city of Alton  
this 1<sup>st</sup> day of November 1838

S. W. Robbins Clerk

For the Supreme Court

M O Bledsae &

B F Turpin for use of

M O Bledsae

cc'd 3 apprae

Andrew Miller

Certified Transcript

108.176.246

Filed Dec 18 1838

Ind. D. C. C.

X ~~insert~~

Judgment affirmed

Dec Term 1838

139316