No. 13225

# Supreme Court of Illinois

Evans

VS.

Edwards

71641



Third Grand Division.

No. 124.

Earnes

United States of America & State of Allmois & State It a Regular Cermo of the Singeton County Cant began and held at the Court Toucein Dontas in said Coming on monday the The day of December 1857 Recent Mon Hinry Jones Judge 5.5. saul Esq before J. W. Nemack Sheriff bund ofsened by for clamation Fuesday Vecember 1811 All 1864 Bly min & Evang Welin of Webt

Almon & Someberry & And now this day comes the plantiff by 6. f. Beatile his attorney also Come the afendants by their altomeys and the afendant files files herein his ammerer to the Blambiffs alclaration and the matter of law arising being heard by the Cont is Ordered by the Count That the Clemerrer the Augtoined And mor again Comes the plaintiff by his attorney and files his Exceptions herein to the Juling of the court andis is Conther Ordered by the Court That the Ulefendanto have and De comes from the Dlainty his proper costs and charges in this behalf and that they have Execution

At a Degular Cense of the Dringston County Const legan and held at the Const House in Portias in Daid Comia on Monday the pres day of Monch As 1858 Ochmy for the bransaction of Judicial business
Bessent Henry some Comity Judge
Commet & Saul "Celeste
Commet of fewed by forolamation Benjamin Ti Evans Jelin of Debs-Almon & Sunnelury & Amus Edwards On this May Comes the Montiff by his atterney le. p. Beatie and it appearing by Officiair of the Clerk of this Court filed herewith by the Said Planliffs attemen that the Dictoration filed herein has been lost on motion of the Said attorney to is Ordered That he be allowed to file with the papers in this Case a Copy of said Declaration Lom & Veguen and held of the Chart House in Bontia's in Said Comby on My or day the second Au of December Dung Smathen Duff Coma Judge Comt opened panon by proclamation

Mons day December 5110 All 864

B. & Brang Setim of Debt

Almon & Somme learn & Setim of Debt

Anno Edwards & Anno Edwards On this day comes the plans. - lift of log Reallie Eng his alluncy when the Unit from the Supereme Court devering the prior Judgment in this canel und it affecting to the court That There is an amount of Delet and Damages due mohnown to the Court do is Ordered that the clerk make an assessment Thereof And now the Clerk having made an accessment thereof in useling to the Mount of For Momaria and July Rix ablans and Eighty Dig cents delit & livy three Dollars & forty one cents Damages Ordered by the Court that the Raid assessment be opposed "eail is Undered by the Const That gridgment be Entirece against the Daid alefendants upon the Dunurer for the Raia Rom of Low Hundred ace Justy dry Wollans Ex Eight Ding Cents Delet Exe dixly three Dollars and Justy one ceuts Damages and Coals of duit herein and finithe Ordered That Execution issue Compies Sungain Coming & M. B. Harrington bleck of the Coming Cerns in Ea for Laid Coma Clo herely certify that the Josegmy is a true and Correct transcript of the Ke cordin Laid Cause as the same appears in my office While my hund and special lead this the and offending the state of garryng un well

Evens Soundberry very tong

And now comes the rain Defendant by blover booth Heamphell their actorneys and proceedings aforesaid, and in the rendition of Judgment as aforesaid there is manifest error in this to wit.

It The Court ends, in allowing copy of declarations to be filed, and allowing this came to be trud without, any declarations -

2th Hw Bust end in not allowing Plantiff in error to plead

3d The court enrich in ordering the class to assept the damages in this cause,

4th The Court erred is rendering the judgment in manner and form aforesaid -

Hover book Hampbell Eng for Pltff no error Let a superredies une. Surity Pely Edwards January 29. 1862 I Douros

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A. J. LOUNSBURY, [SEAL.] AMOS EDWARDS. [SEAL.]

9, 10, 11, 12, 13

At the said December Term the said defendant, Amos Edwards, appeared and filed a general demurrer to plaintiff's declarations, which demurrer was sustained by the Court and judgment rendered against said plaintiff for cost.

O. R. POWERS,

Plaintiff's Attorney.

#### BRIEF FOR PLAINTIFF IN ERROR.

- 1. The declaration is warranted by all the books on pleading.
- 2. And by all the precedents in such cases.
- 3. It only shows that a Court and counsel have been found, who think that a declaration on a bond, duly signed and sealed, ought to show a consideration other than that which appears upon the face of the instrument.
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Abstract & Brief

Filed May P. 1861 L. Labourd Urnk

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## Copy of the Writing Obligarory.

Page of Rec.

The condition of the above obligation is such, that, whereas the above bounden A. J. Lownsbury and the aforesaid B. F. Evans did, on the 21st day of July, 1857, buy of one Geo. W. King, of La Salle, in the state of Illinois, jointly, a stock of groceries to the amount of three hundred and forty-eight and 86-100 dollars, two hundred and forty-eight and 86-100 dollars of which amount yet remain unpaid, and for the payment of which remaining amount the said Lounsbury and Evans are jointly bound, and the said Lounsbury having bought of the said Evans his interest in the said goods, agreeing therefor to pay to the said Geo. W. King the whole amount of the said two hundred and forty-eight and 86-100 dollars, at the time it falls due. Now, therefore, if the said A. J. Lounsbury shall well and truly pay, or cause to be paid, to the said Geo. W. King the sum of two hundred and forty-eight and eighty-six cents, as follows: one hundred and twenty-four and 43-100 dollars on the 21st day of August, 1857, and the remaining sum of one hundred and twenty-four and 43-100 dollars on the 21st day of September, 1857, so as to relieve the said B. F. Evans entirely from the liability to pay the same, then this obligation to be void, otherwise to remain in full force and effect.

A. J. LOUNSBURY, [SEAL.] AMOS EDWARDS. [SEAL.]

9, 10, 11, 12, 13

At the said December Term the said defendant, Amos Edwards, appeared and filed a general demurrer to plaintiff's declarations, which demurrer was sustained by the Court and judgment rendered against said plaintiff for cost.

O. R. POWERS,

Plaintiff's Attorney.

#### BRIEF FOR PLAINTIFF IN ERROR.

- 1. The declaration is warranted by all the books on pleading.
- 2. And by all the precedents in such cases.
- 3. It only shows that a Court and counsel have been found, who think that a declaration on a bond, duly signed and sealed, ought to show a consideration other than that which appears upon the face of the instrument.
- 4. There is nothing to sustain the judgment given by the Court below, and the same ought to be reversed.

CHARLES C. BONNEY,
Of Counsel for Plaintiff.

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- 4. There is nothing to sustain the judgment given by the Court below, and the same ought to be reversed.

CHARLES C. BONNEY, Of Counsel for Plaintiff.

124

Evens

Edwards

alestruct & Brief-

Film May 1st 1861 L'Island Olevel

Know all Men by these Presents, That We
Maria C Amount
Mary Edward Pal
as principal, and I elsay
Edward as security, are held and firmly bound
i Para and
unto Buyour & Evens
in the penal sum of two hundred dullars
good and lawful money of the United States, for the payment of which, well and truly
to be made, the said is a Edward & Peling Edy
of a hearty hind war to beier executors and administrators.
iointly, severally and firmly by these Presents.
Witness, Oun hand Itals
this 2gh day of January 4. D. 18 6 2
· The Condition of the above Obligation is such, That, whereas the above named
Bernan 7 Emans
Dayani F Edward
did, at the Lecurity Jeem of the Livingston Court,
held in ard for the County of 1 Learn A in the  State of Illinois, A. D. 186 recover a judgment gaginst the glove hounder
State of Illinois, A. D. 186/ recover a judgment against the above bounden
Amas Edwards
for the sum of Love hun
alred and firty ser oblass sell and best three solling
and eight six lents for the sum of Live hun dered and firty suy vollars, sell and lighty three sollars and fifty one cents clamages of every fruit to reverse which said judgment, the said Annu Edman Edman Com
said Anny Edman
has sued out a M'rit of Errox from the Jupreme Court, within and fox the Third
Grand Division of said State, which Albeit of Essos is made a Subassadage New if the
said Am & Emas & Manue a superseneus. I want the
shall duly prosecute said M'it of Greet, and pay, or cause to be paid, the amount of said
judgment, and all judgments, costs, interest and damages which the said Supreme Court shall adjuge against him
and abide the order and judgment of said Su-
preme Moure in this behalf, then this obligation is to be woid, otherwise to remain in full
fosce and effect
Ana Estrand by [SEAL.]
his acty in funt [SEAL.]
Logloven [SEAL.]
by his attyin fact Johns

. . .

\* 10.1

Na. SUPREME COURT, TEIRD CRAND DIVISION. SUPERSEDEAS BOND. Filed .

Know all men by Then Presents that we Umos Edwards and Feley Edwards of The County of Livingston and Stole of Ellinois have made constituted and appointed and by these presents do make constitute and appoint Joseph O. Flover of the County of La Salle and State of Illemois to be our True and Lowful allorney for us and in our names and for the benefit of the under signed amos Edwards to make and execute any and all such bonds as may be news-Lary in perfecting an appeal to The Supreme Court of This state of a cause lately tried in Livingston County, in an action of debe wherein Benjamin F. Evans is Plaintiff and almon for Townsberry and amos Edwards are Defendants, also any bond That may he required for procuring a superse deas or any other hoper That may be necessary in removery said cause into the Supreme Court of This stole for hearing, hereby giving and ranking unto our said allorny full pour and anthority in The premises to use all lowful means in the name for the purposes aforesaid And generally to do and perform all such acto mothers and things as our suice attorney shall deem necessary or expedient for the completion of the authority hereby grown as fully as I might and could

do if soe was present ourselves, and finally hereby ratifying and confirming all The acts our said allorney or his substitutes done by virtue of These presents In witness where of we The socie amos Edwards and Peley Edwards hove heremite Let our hands and seals This The hoenty figh day of January ad 1862 Amos & dwards & and Teleg Edwards Figured seoled and & delevered n' pessence} J.J. Brower

Forest attorney to
Joseph Q, Glover. by

Amos Edwards &

Peley Edwards &

Sup Js. Bond

Filed January 30 # 1862

Liteland
Gent

STATE OF ILLINOIS, supreme court, supreme court, supreme court,	
To the Clerk of the County of Lingston Greeting	:
Because, In the record and proceedings, as also in the rendition of	
the judgment of a plea which was in the	
Courts of Lingston Country, before the Judge thereof, between	/
Dengemin F. Eurs	
plaintiff, and Alum J. Louisberry & Amos Edwards	
S. )	
bowards	
	-
defendants, it is said manifest error hath intervened, to the injury of	)
defendants, it is said manifest error hath intervened, to the injury of the aforesaid Lefen Auro & Iwands	
	-
as we are informed by his	
complainant and we being willing	
that error should be corrected, if any there be, in due form and manner	,
that crror 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	,
that crror 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 judgments thereof be given, you distinctly and openly, without delay, send	, , ,
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that crror 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 fustices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seat so that we may have the same before our fustices aforesaid at Ottawa, in	
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L. Veland

Blerk of the Supreme Bourt.

Aus Elwards No. WRIT OF ERROR. FILED January 30 th A. D. 1862 This with of enoning made a Supersoders as we should be obeyon by all concerned — L. Veland Clh.

STATE OF ILLINOIS, supreme court, supreme court, the People of the State of Illinois,
To the Sheriff of the County of Livingston Greeting:
Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the 6 min County County, before the Judge thereof, between Benjamin & Evens
plaintiff; and Arnos Edwards impleaded with
defendant, it is said that manifest error hath intervened, to the injury of the said of laining
the said of landy
as we are informed by his -
complaint the record and proceedings of
which said judgments we have caused to be broughts into our Supreme
Courts of the State of Illinois, at Ottawa, before the Justices thereof,
Therefore, Me Command Mon, That by good and lawful men of your County, you give notice to the said Amos Edwards
that he be and appear before the Justices of our said  Supreme Court, at the next term of said Court, to be holden at Ollawa,  in said State, on the first Tuesday after the third Monday in April  next, to hear the record 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 Amos Dwald
1. 10. 10. 10.
notice, tegether with this writ.
withest, The Hon. John D. Caton, Chief. Justice of our said Court, and the Seal thereof, at Ottawa, this 16 day of Juneary in the Year of Our Lord One Thousand Fight Hundred and Fixty Our
L. Leland
Glerk of the Fupreme Court.

SCIRE FACIAS.

FILED April 25 A. D. 186/

& Leland

Blo

Thave rescuted this written or ading the same letter within manisch amos Edwards this

21 et day of Farmany 9 LO
1861 EN Maple Shifter
Livingston County

Thicks 50

191-10

STATE OF ILLINOIS, supreme court, supreme court, supreme court,
To the Clerk of the County of Living to Greeting:
Because, In the record and proceedings, as also in the rendition of
the judgment of a plea which was in the
Courts of Louisy Country, before the Judge thereof, between
Benjamin F. Evans
plaintiff, and Amos Edwards un pleaded with
plaintiff, and Aus orwands un premier with
Almon Je Lower bury
I had it is said manifesto arrow bath intervened to the injury of
defendant, it is said manifest error hath intervened, to the injury of the aforesaid planty
the aforesaid from the
0.
as we are informed by his
complainants and we being willing
that crear 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
judgments thereof be given, you distinctly and openly, without delay, send
to our Justices of the Supreme Court the record and proceedings of
the plaints aforesaid, with all things touching the same, under your seal,
so that we may have the same before our fustices aforesaid at Ollawa, in
the Country of La Salle, on the first Tuesday after the third Monday
in April 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. John D. Raton, Chief
Justice of our said Court, and the Seal thereof, at Ollawa, this 126 day of
January in the Year of Our Lord
One Thousand Eight Hundred and Sixty on
L. Leland Cell
Clerk of the Supreme Court.
By J.B. Ruin Defort

Bujanin The Evans

No.

Aus Edwend

WRIT OF ERROR.

FILED January 16 A. D. 186

La Lelant

Bletk.

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1

Croceclingo before the County Court of the Comes Page.1 of Limpton in the State of Illinois, at the Decem ber Form of said Cour, began theld ar the bour House en Sontino in said bonney, on the Senth De Asemembered that heretofore, towit: on the 12th, day of November 1857 three was filed in the clerks office of this Court a Roccipe for a summons, by the Flantiffor attorney, b. J. Beattie, and Land Freipa was in the evordo I figures which follow towit: State of Illinois of Inthe Count Court then of Siringston Coming 30 of the Decr. Form a.20, 1855 Amonf Lownobury) for 248.86 Amonf Edwards 3 Domage & 3 ons The Cherry of Dai'd Court will please issue ammmo aganisthe above namel, defendanto &, &, Beattie alty for Planity

andfurther - that on the 12th day of november 1807 there was issued out of the blung of said leout a Dimmons, in the evordo and figures ev hich follow! State of Allminion Sommy? The People of the State of Illinois. To the Theriff of said bount, Greeting! Necommand you. that gon summon Almon & Lownsbury, and amos Edwardo, if to be found in your leavent, to appear before the County Court of Livings tow comes, on the first day of the next term there of tobe holden as the Cours House in Portion on the first mon day in the month of December next, transver unto Benjamin F. Evans, in applear of Debt, fora failure to pay him the some of two hundres and forty Eight dollars, and Erighty Dif Cents, to the down age of the said Plaintiff, no he saith, three mudsed dollars; and hire of make dine athun trom said Cour as the law shreats. Witness S. S. Saul Colum of said Come and the Indicoal del thing at Contrao, this twetth day of november AD, 1807 Sommeld, Save, Colle, Endored on this commons is the following; return Served by reading to the within named Amos

Edwards this 1) the day of November 1857, the within named Ahm on Je Sownsbury not forme in Page 3 my County. Service ,50 8 Miles 4716m . 50 James W. Kennick, Philips \$1.00 by E. Ho. Masters, Deputy. This Demons thus Endorsed was alimed by The shiriff & filed in the office of the said between on the 29th, day of mounten 1857: and further, that on the 26th, day of November 1857 the said Maintiff by his said attorney, fliel in the office of the said lown, his decratation herin, and Daid decralation was in the words and figures which follow, town; State of Illinois of es. In the County Count thing of the December Ferm A.D. 1837 Benjamin J. Evans B vo 3 Action of Debt Almon J. Lownsbury 3 V Arners Edwards 3 Benjamin F. Evons, the Planity in this Duit by b, f. Beathir, his attorney Complains of Almon f. Lownsbury, and Armos Edwards, the Defendants in this sine, in a folea that An said defendanto sendu to the said plaintiff the Sum of Two Hornard and forty Eight dollars

und Eighty six cento, which they own to and empiretty detain from him For that whereas the sais defendants, here tofore, lowis; on the Ohird day of Engust on the gear of our Lord on thousand Eight hundred and fifty leven at the County of Livingston and State of Illimois by then lestamin withing obligatory, sealed with their seals and now thown to the cour here, the date wherey is the day and gear ofores and , allen owledged thereselves to be held and fring bound unto the said Planitiff in the ann of two hom dred and forty Eight dollar and Eighty Dif Cento, above domanded to be paid to the said Planitiff And the said Planitiff Goodry to the form of the Statute in Duch Case made and provided says that the said writing oblig along, was andis subject to Certain Con ditions thereun be written whereby it is provided, that the Condition of the above obligation is ench, that where the Am bounder A. p. Lownsbury and the aforesaid to. H. Evans, did on the 21 of day of July 1857 buy of one Fer. W. King of Sasalle in the State of Illm no pointly a Stock of grocenes to the amount two hundred and forty eight and to dollars of evhich amount get own ams empaid, andfor the payment of which somoning amount the

Page 5 Said Lownshing and Evano are jointly bound. an athe said Sowndeny, having bought of the said Evons, his enterest in the said grode agree eng thur for to pay to the said der. W. King the whole Am ount of the said two immared and forty eight and to dollmo, at the trine it falls due - Now therefore if the said A. J. Lownolmy, Shall well and truty pay or Cause to be paid to the car'd Sev. W. King, the Sum of two tom died and forty Eight dollars and eighty six Cento, as follows, one hundred and twomy four 4 too dollars on the 21 st. day of August 1859, 4 the comaning Donn of one hundred and twenty from and too dollars on the 21 or day of Deplemen 1807 - 20 as to ordering the said 10. F. Evano entirely from any brability to pay the some then this obligation the void, otherwise to amani in full force auxifican hesertheless the said Planitiff in fact Days that after making the said witing obligatory , towing on the day and gran oforesais, arthe place oforesaid, at the place uporesaid, the said Amon J. Lownobury did not pay to the said ses. W. King the said com of two him dred and forty eight dollars and lighty sig cento, mentioned in the and Condition of the said conting obligations at the time that it became due, nor any pair thing, but to do the ame hath hithert wholey refused and Still doth people and the Dand Clanity for arrying

a further breach of the sail Condition of the Page 6 said Condition of the said writing obligatory. according to the form of the Statute in anch Case made & provider, further says that the said A. S. Lownsbury did not pay the owing one hundred and bearing form dollars and forty Una cento mentroned in the sail Condition the said wonting obijatory, to the said ser. It. Hong on the 21 or, day of august in the year of one Lord one thousand eight homed and fifty from nor any parthered, but or todo hath hiterests Wholly Defused and State doth refuse\_ and the send Planity for assinging a further busch of the said Condition of the said writing objecting fur ther sugo that the saidet for Lownsbury didnot pay the said other sum of on mudel and trous from doll aro and forty three Conto; mentioned in the said Condition of the said won'ting obligating to the said Con ting of Chipist day of aplenter in the year of our Lord Eighteen homored and fifty Gener but to do av hath hillerts wholly refinesand Olite doth refuse, And the said Hourtff in fact Days that he has not been when from the David habitity but that he has paid the sand Som of the humand and forty eight dollaro and lighty Dif Cento, hithe said Blv. W. Ming - By means of which paid leveral foremises an action noth assure to the said plantiff to deniad and have of the said

defendanto, the sum of how hundred and forty with Page 7 dollars and eighty six Cento above domandedger the said defendanto although often aguestes so to do, have not as get paid the said sum of two mm ared and gotty eight dollars and eighty eing Cento above demanded or my pair Ching to the said Flanity, lens todo Do have hith arts wholly fuite refused and State do refuse To the somage of the said Haritiff of those muched dollars thee fore he brings this Dris to

Carles of Beattie altorney for Planitiff

Copy eventing obligatory Know all min by throughesento that we Amon & Lowns bury and Arnos Edwards of the County of Swingston and state of Illinois, are hed and fring Bound en to Benjamin & Evano of the County of and State Oforesaid in the som of two Houndred and forty eight dollars and eighty ling ento for the payment of which well and truly to be made, we herly lived omselves, our himo and Execution, family leverally and fring by these presento. Nomeso one hando on a seelo this 3 od, day of august And, 1809 The Condition of the above obly aton

is such that whereas the above bounder A.f. Page 8 I ownstry and the oforesaid 13.5. Evous did on the 21 st. day of July 1857 bry of one gev. W. King of La Salle in the State of Minors, Jointly astock of Groceries to the amount of three Hundred and forty Eight and for dollars tushmand and forty eight & too dollars of which amount get semanio empara, and for the payment of which semaining an ours the said coursony and Evans, are fourty bound, and the said Lownbury having bought of the said Evons his interest in the said goods agreeing therifor to pay to the said ger. W. King the whole amount of the Laid his hundred and forty eight and in dollaro, at the time it falls due, non therefore if the said A. p. Lownsbury, Chall well and thing pay or cause to be paid tothe said Go. W. King the sum of two Amidned and forty eight Annand and trointy for conto & " dollaro, on the 21 st, day of augmit 1807, and the aminmig som of one hundred and twenty four and for dollars on the 21 st, day of apternoun 1857, Do as to relevis the said B. F. Evans entirely from any leability to pay the some then this obligation to be void, otherwise to Omanin ai full force and bostone effect Ans Edwards Edwards

Page 9 And ODe exfurther remembered, that Ofterwards courts on the 10th. day of December 1857 the follown's proceenings whe had en open bours. Resent Coming free levening prage J. N. Romick, Theriff, towit: On this day Come the Plaintiff by his attorney b. f. Benthi & also comme one of the suit Defendants, Court! Comos Edwards, by his attorneys Duffond Harding, and this Cause Coming on to be heard, the Enid Definant, by his said attoning, Come & filed a denumer to the said Manitifo decoratation, hisem, and said dermin is in the words and figures which follow towis: In the County Court of Civingston County. To the December Form there of aso, 1857 Almon J. Sownobury 2 Almon J. Sownobury 2 Amos Edwardo 3 And the Defineant by Duft Amos Edwards, by Duff & Harding his cetty Comes and defendo as to anno Edwards the lover on & on l injury when to and lays that the said decretation and the matters therein Contained in manner of man as the some are therein Stated and let forth are not

sufficient in law Planiliff to have or maintain Page 10 This oforesaid action thereof against the Daid defendant and he the send defendant is not bound by law to answer the same and thishe is ready to verify whenfron by Harmby the insufficiency of the decratation in this behalf the said defendant frays preigment and that the said Planitiff may be barred from having or maintaining their aforesaid action therefagamist him to Duff & Carding, alty for Amos Edwards one of said defendants

And the Devid Plaintiff by his Devid attorney thisippin Came and filed his Dephie ation to the David Deminson of David Aplication is in the words and figures which follow, towit;

And the said Planitiff by be, f. Beathe This attorney Comes & Lays that the Daid Decoutation above mentioned is sufficient in law, to be consuled ent by the Daid Defendant and this he is ready to benigh, Beathe

And now the matters aning being heard by the

Court, It was ordered by the bourt that the Said Demmerbe Pustained, Therenfor ag mi Come the Laid Harrity by This Raid altoring, I filed hisbill of Exceptions whe said buting of the Court of Daid bill of Ex-Coppliono io in the words and figures which follow, towit! State of Illinois 3 In the bounty bound thurs, Livingston bermity 3 St. of the December Ferm and 1853 Benjamind: Evans J Mon f. Lownsbury? Amos Edwards 3 Afterwards Cowit: atthe day and place within Contained, before the honexable Herry Jones the Judge of the County Court of Singston County bound Comes as well the said Denjamin F. Evano by his attorney 6. J. Beattie, as the said amos Edwards, oney the above named defendants by his attorney Duffy Hardny, and thursport those Counsel lamed denner then and there with decoratation of the serie Planity filed herein and the fail Comme for the said sefondant did then and there are and insist upon a event of Consideration upon

upon which to base the tochility of the said Page 12 defendant, to which the Plantiff by his said Coursel did then and the Object and the and borney Indy. And then and there grow This officion and decide that the argument of the said defen dans by his Commel flower of Consideration was properly argued under the on't dimmer, to which opinion of the said loomy pridge the said Plantiff by This Comsil did then and the except, and the said learnity ofrdy, did then and three grie his opinion and decide that the said densinser be Enstarned because of a worns of Consideration as argued by the Coursel for the segendans, to which opinion and diamion of the said bonny grage the Hamiliff by his Commes did then and their except, and because now of the said Exceptions & offered and made appear upon the roard of said tralthufor on the frager of the said Planitiff by his Connsel, the said Conny Indge hath to this till of Exaptions our his hand and Que aborani to the from of the Statute in ench Case made and formitel, this (6th, day of De combut A.20, 180) Henry ono Confide Con Therenform it was ordered by the bound that the

page 13 Defendant seconer of & from the Planility his Corto And Bull further remembered that on the Eighth day of March 1858, in ofen Court Besons Henry Jones, lev. Judge Samuel S. Saul, " Clusto J. W. Knick, Thuff, agani Com the Plaintiff by his said attorney andthe said Maintiff by his said attorney, and Ohen & then presented the following affidais of the blesse of this beaut, towit! State of Illinois & simplon Consty 3 1. In the Committeener Church of the December Cerm A.D. 1857 Benjammin F. Evans Amos Edwardo 3 p Samuel S. Saul being frist duly from declare I Lays on outhithet has lelike of the Cornety levens of the terminy of Livingston on the State of Illinois, duly Commis-Simil and Ewon, That the December termet, a, 1857 of Dai'd booms held at the bourt Heouse in Pontice in said beauty, the secralation, filely Oh Plantiff in the above entitled Cause Ever then

on file among the papers of the sail lower that since that time the sen'd accordation hasbeen I tolen from among the files and papers of the bour perprai the office of the said Clurk of the said beaut and this affairt further says that he has Made diligens learch for the Denne miong the papers and files of the said leout, and that the said secratation Cannot be formed and is not now among the papers on file in said ffice Subscriber and Swom to 3 Somuel S. Saul before me this 8th day of & Somuel S. Saul March and, 1858 Carles & Meathe motary, Jublic And now arthrotime agani Came the said Planitiff by his said attorney, and asked leave to file acopy of the Decralation file herein, which it of pened had been lost of therewith filed an officiaris which is in the words and figures which follow town! State of Ellinoid 3 al. of the become time ad 1857 Page 15 Menjamin T. Evans of US Almon J. Sownsbury 3 V. Amal Edwards 3 Action of Delet Charles & Beatte lung fust duly from declares Ways, on outh that he write the secratation filed by the Planitiff withe chove antitled Cause at the long the bout Oforesaid which has been lost from among the file of the said booms, and that the secretation nowforecontent to the bound is a time copy of the original Devalation, and Substantilly the some as the original decralation Subscribed From to before med Charles J. Beather this 8th, day of Mison 1858 Samuel S. Saul Heling of the beauty beams of Simpston Comy Illinois Whereinforn it was ordered by the Gomes that leave be gran led to the said Ranity to file a copy of the said secratation

State of Ollinois 3 Livingston bounty 3

State of Illinois. & Third Grand Division. Supremer Court, & april Ferm a. 1.861. Bujanin I. Evans\_ Plaintiff in Error. -Amos Edwards ... Defendant in Error-And the Said Plaintiff by Charles J. Beattie, his Uttorney, Comes and Lays that we the Record and proceedings of the bourt below Error hath intervened to his injury, and prejudice, and assigns for Error the following causes, to with. 1st The bourt below erred in not overruling the defendants demurrer to plaintiffs decleration. 2 40 The Court below erred in Sustaining the defendants demirrer to the plaintiff de cleration. 3 2 And for Other Errors and the said Plaintiff mays that the decision of the Court below he reversed Charles S. Rattie

Brujamin F. Evans. Amos Edwards Error la Livingston Fied January 16, 1861 Le Le Le Court 6. S. Grattis Planitiff Attorney