

I was before the Honorable John Reynolds one of the Justices of the State of Illinois
at a Circuit Court held on at Belleville within & for the County of St. Clair at the
Court House thereof on the fourth Monday of March in the year of our Lord Eighteen
hundred and twenty one and of the Independence of the United States of America
the fiftieth —

Be it remembered that on the thirteenth day of March of the year Eighteen hundred and
twenty one, John Bloom sued out his writ of Habeas Corpus against Conrad Goodman on a
Case of forcible Entry and Detainer, which is in the words following to wit —

State of Illinois }
St. Clair County } The People of the State of Illinois

To Edmund P. Wilkinson & James Mitchell Esquires, two Justices of the peace of said
County of St. Clair Greeting:

We being willing for certain Causes to be certified of a plaintiff herein before you against John
Bloom at the Suit of Conrad Goodman on a Case of forcible Detainer heretofore made the record and
proceedings thereof to be brought unto our Circuit Court before the Justice thereof and it being
Suggested to us by the said John Bloom before our Justice of said County that the said record is incomplete
and insufficient. We command you that you tend to our said Justice at the next term of our
said Circuit Court to be holden at Belleville in the said County of St. Clair a full and complete
record of all the proceedings aforesaid with all things touching the same, as fully and entirely
as the same remains in your Office by whatever name the said parties may be called therein
together with this writ that our said Justice may further Cause to be done what may
appear of right to be done —

Witness John Ray, Clerk of our said Court at Belleville
this thirteenth day of March in the year of our Lord Eighteen
hundred and twenty one —

John Ray,

On the back of which writ, the aforesaid Justice, have made their return, in the words,
following to wit. We have obeyed the Commands of this Certificate and herewith deliver
the proceedings in the Case mentioned.

Edm. P. Wilkinson

James Mitchell.

State of Illinois }
St. Clair County }

Be it remembered that on the first day of March 1821 Conrad Goodman
came before Edmund P. Wilkinson and James Mitchell Two of the Justice of peace to
keep the peace in and for the County aforesaid and made the following Complaint in writing
to wit, Belleville 1 March 1821. Conrad Goodman of St. Clair County, and State
of Illinois to Edm. P. Wilkinson and James Mitchell Esquires Justices of peace to keep the
peace, in and for St. Clair County. Gentlemen,

I now complain to you of a lawfull entry and an unlawful
unforcible Detainer with force and ~~and~~ ^{strong} hand by John Bloom of St. Clair County &
State of Illinois that he the said John Bloom upon or about the 14th day of March 1820
at the plantation of your Complainant in said County with the consent of your Complainant
did enter into and upon the tenement of Land of your Complainant and of the lands thereto

attached

2/ attached, which land is situated in said County and designated as the South half of Section No 3. in township No 1 South of Range No 9 west of the Third principal Meridian and bounded by the lands of Conrad Goodner on the north, on the west, by the lands of Cornelius Gooding and Robert Gooding on the South by the lands of James Glass and on the East by the lands of unknown proprietors and the said John Bloom does unlawfully, unjustly and with a strong hand & force and still keep out of the possession of your Complainant the aforesaid tenements & lands Your Complainant therefore prays that such process may issue thereon as the Law has provided for the trial of forcible detainers and that the trial be at the Court house in Belleville in St. Clair County.

Yours his
Conrad X Goodner
maile

And upon the 2^d day of march, the 2 Justices the following warrant, to wit,
State of Illinois St. Clair County, Edm. P. Wilkinson & James Stitchell two of the Justices assigned to keep the peace within and for said St. Clair County To the Sheriff of St. Clair County Greeting:
Whereas Complaint is made to us by Conrad Goodner of said County of a lawful Entry and of an unlawful and forcible detainer with force and strong hand by John Bloom of St. Clair County and State of Illinois that he the said John Bloom upon or about the 14th day of march 1820 at the plantation of Conrad Goodner in said County with the consent of said Goodner did enter into & upon the tenement and lands of said Goodner being a part of the dwelling house occupied by said Goodner and of the lands thereto attached which land is situated in said County and designated as the South half of Section No 3 in township No 1 South of Range No 9 west of the Third principal Meridian and bounded by the lands of Conrad Goodner on the north, on the west by the lands of Cornelius Gooding and Robert Gooding on the South by the lands of James Glass and on the East by the lands of unknown proprietors and the said John Bloom, does unlawfully, unjustly and with a strong hand & force and still keep out of the possession of said Goodner the aforesaid tenement & lands. Of all and therefore Commanded in the name of the People of the State of Illinois, to cause to come before us upon the twelfth day of march 1821 at the Court House in Belleville in said County twelve good & lawful men of your County each one of whom being a freeholder to be sworn in and sworn to inquire into the forcible detainer before described Given under our hand & seal this 2^d day of march 1821

Edm. P. Wilkinson & James Stitchell
Justices of the Peace

and upon which warrant is the following return. According to the Command of the within. I have summoned and caused to come before the Justices within mentioned twelve good and lawful Freeholders To wit, Richard W. Chandler, Thomas Cohen William Glasgow John B. Robinson Lewis W. Myers, William Cook, Harwell B. Stephens John Mesinger Robert Tapp Thomas Gilliam Cohen Anderson, Robert Cairns, for my services in summoning Jurors and mileage And return of this writ is 83, 00 William. St. Clair Sheriff of St. Clair County.

And on the same day, the said Justices issue the following summons

L. S. Edm. P. Wilkinson and James Stitchell two of the Justices assigned to keep the Peace
L. S. and for the County of St. Clair to the Sheriff of said County Greeting: Summoned John Bloom, of the County aforesaid to appear before us at the Court house in said County at the hour of eleven o'clock in the forenoon of the 12th day of march 1821 then and there to answer to and defend against the Complaint of Conrad Goodner to us exhibited wherein he complains of a lawful Entry and of an unlawful and forcible detainer with force and strong hand by John Bloom of St. Clair County and State of Illinois, that he the said John Bloom upon or about the 14th day of march 1820 at the plantation of Conrad Goodner in said County with consent of said Goodner did enter into & upon the tenement and lands of said Goodner being a part of the dwelling house occupied by said Goodner and of the lands thereto attached which land is situated in said County and designated as the South half of Section No 3 in township No 1 South of Range No 9 west of the Third principal Meridian, bounded by the lands of Conrad Goodner on the north on the west

went by the lands of Cornelius Gooding & Rebecca Gooding, on the South by the lands of James Glass (2) and on the East by the lands of unknown Proprietors and the said John Bloom, do hereby fully justify and with a strong hand, defence and still keep out of the possession of said Gooding the aforesaid premises and lands and you are to make to us a return of this summons with your price, saying thereon on or before the said day. Witness our hands and seals this 2^d day of March, 1881. Edm^d D. Wilkinson Justice of the Peace Jas Mitchell

And on which the following return was made - I duly served the within summons on the within named John Bloom on the third day of March 1881 by reading the said summons to him on the day above stated according to law. Being at 10 miles 9 = 54 Act 59 = \$1.13 William A. Beard Sheriff of St. Clair County

Summoned on return for in the above case, then being on 3 = 112 1/2 miles 75 = 15 1/2 Act 59 = \$2.70 1/2 And upon the 12th day of March 1881 at the Court House in Belleville the

Jury above named attended the undersigned Justices of the peace, except John Mapinger, and Solomon Peter was summoned from the Talar, were Empaneled and sworn, according to law whereupon the Complaint of the plaintiff was laid before them. The Plaintiff offered to the Jury accompanied with testimony to elucidate it, a written agreement in the following words to wit: This schedule of agreement made between James Johnston and John Bloom both of St. Clair County is as follows, said John Bloom doth covenant with John Johnston to let him live on the said Bloom's place eight years from this date in peace and the said James Johnston will save all the timber he can and leave the place in tolerable order, the nature of this instrument of writing is that the said James Johnston is to have the use of the place eight years for a to get the work of his labor done on it as per agreement before these presents given under my hand this 10th September 1874 - John Bloom

Teste George On the back of said lease was the following assignment. The value received of the plaintiff over the within instrument of writing to Conrad Gooding this 18th October 1875 - James Johnston

And the assignment was proved by the witness who wrote the assignment by the instruction of Johnston the assignor. It was proved that the Def^t had acknowledged the lease the last year as his act and that he had rented of the plaintiff a part of the premises to make a truck patch on last summer. The Def^t moved the Court to reject the lease as evidence going before the jury motion overruled to which the Def^t excepts in the following words to wit: Bloom and Gooding - Verbal Detainer. The plaintiff offered in evidence a lease from the defendant to one James Johnston of the premises in question and assigned by said Johnston to the plaintiff (here insert the lease & assignment) the defendant objected to the introduction of the said lease and assignment as evidence to the jury. The Court overruled the motion and permitted the said lease to be given in evidence to the jury, to which opinion of the Court the Def^t accepts and prays this bill of acceptance to be signed sealed and made part of the record. It was in evidence that Bloom this year acknowledged he gave the said lease to Johnston and that he rented of the plaintiff the premises in question. Jas Mitchell Edm^d D. Wilkinson

The Plaintiff moved the Court to introduce a witness to prove the locality of the land in question, after Council had commenced their arguments to the Jury, motion sustained. Def^t excepts to the opinion of the Court in the following words. And after the plaintiff had closed the evidence and the arguments the

4/ the Plff's Council in opening the Cause and the Defendant came to Court, the Plff's Council moved the Court to permit him to introduce Evidence to establish & identify the place where the force was charged to be committed. The Def. objected to the Evidence, but the Court sustained the motion, and permitted the Evidence to go to the Jury. To which opinion of the Court the Defendant excepts and prays this bill of exceptions to be signed sealed and made a part of record in testimony whereof
Edm P Wilkinson Esq
Jas Mitchell Esq

On motion of Defendant that the Court instruct the Jury there is no Evidence, that Def. did expell the complainant nor menace him with bodily harm, motion overruled, to which the Defendant excepts in the following words. Bloom v Goodner. Notice detained. The Defendant moved the Court to instruct the Jury that there was no Evidence before them to prove, that the Def. ever expell or drove out said Plff. from the premises in the Complaint of said Plff. mentioned and that he never menaced the Plff with any bodily injury, and that therefore the Jury ought to find for the Defendant. The Court overruled the motion, as they thought it interfered with the Province of the Jury. To which Opinion of the Court this bill of exceptions to be signed sealed and made a part of the Record, in testimony whereof.
Edm P Wilkinson Esq
Jas Mitchell Esq

Court adjourned to 8 O'Clock in the Evening. Met according to adjournment. Adjourned till half after Eight to morrow morning. March 13th 1821. Court met according to adjournment. One of the Jury applied to the Court for instructions what constituted a forcible detainer, Opinion of the Court objected to by the Def. in the following words. During the trial of this Cause the Court at the instance of a juror taken from the Court, what a forcible detainer was, delivered it as the Opinion of the Court, that if a person retains possession of the premises after the expiration of the lease and against the will of the lessor and uses some force, that these facts constitute a forcible detainer. To which Opinion of the Court the Def. excepts and prays this bill of exceptions to be signed sealed and made a part of the Record, in testimony whereof
Edm P Wilkinson Esq
Jas Mitchell Esq

The Jury brought in their verdict signed by the whole Pannel, in the following words to wit;

At a Court of Enquiry held before Edm P Wilkinson and James Mitchell Esq Justices, assigned to keep the peace within and for the County of St. Clair at the Court house in the town of Belleville in said County of St. Clair upon the 12th day of March in the year 1821 The Jury upon their oaths do find that the lands and tenements in St. Clair County aforesaid bounded and described as follows. Part of the dwelling house of Conrad Goodner and of the land thereto attached, which land is situate in said County and designated as the South half of Section No Three, of township No one South of range No nine west of the third principle meridian and bounded by the lands of Conrad Goodner on the north, on the west by the lands of Caneleis Gooding and Robert Gooding on the south by the lands of James Gass and on the East by the land of unknown proprietors. The said John Bloom, before that time having peaceable entry on the premises do upon the first day of March in the year 1821 unlawfully with force and wrongfully expell and drove out the said Conrad Goodner and that he doth still continue wrongfully to detain the possession from the said Conrad Goodner whereupon the Jury find upon their oaths as aforesaid that the said Conrad Goodner ought to have Restitution thereof without delay. Rich. W. Chandler Lewis Myers, Solomon Tabor, Robt Taft. A. Anderson, Thos. P. Gillham, Wm Hook, Robt Cunningham, Kentwell B. Stephens Thos. Cohen and Glasgow. whereupon the Jury were discharged. The Justices are of Opinion that the Complainant have restitution of the premises or land in the Complaint and accordingly issued a writ of Restitution. The Court

The Court adjourned till three o'clock in the afternoon and these proceedings were there
 arrested by a writ of habeas corpus from the Circuit Court. Costs in the above case. Intros fees
 250 = 10.00 Copying proceedings 250 = \$14.00 Sheriff's fees. Serving Summons def
 50 mileage = 54 Returning writ 9. Serving 4 writs 4. Mileage thereon 365 Summoring
 Jury & Entering 3.00. Calling Jury 12 1/2 = 7.90 1/2. Jury fees 300 all = \$25.40 1/2
 Edm & D. Wilkinson } Justices of the Peace
 Jas Mitchell

At which day to wit, on the fourth Monday of March of the said year 1821 Came the said
 parties by their Councils, and the said Defendant by Lemuel C. Goodner, Esq. Counsel and
 file, his Assignment of Errors, which is these words to wit, State of Illinois, Deane County
 John Bloom vs. Conrad Goodner. Forceful Detainer. On a Certificate from the said Bloom
 Comes and says that in the proceedings aforesaid and on the rendition of the Judgment aforesaid
 there is manifest error, in this, to wit, that the Complaint does not show in what part of the house
 nor in what part of the yard the force and driving out and expelling plaintiff took place. & there
 is error also in this, to wit, that said Complaint does not show that the lease obtained by Bloom had
 expired on the first day of March 1821. II. There is Error also, that the Summons served
 on Bloom does not run in the name of the people of the State of Illinois. III That it does not appear
 that Solomon Peters was summoned as a juror of the Court, nor does it appear that the Sheriff of said
 County summoned said Peter to serve on said Jury. IV that there is Error in this, to wit, that
 the proceedings do not show in what manner the jury were sworn. V There is Error in this, to wit,
 that the Court permitting the leave of Bloom to file a bill of exceptions. Thereon to go in Error
 that the Court refused to give the Instructions to the Jury as asked for in the third bill of exceptions
 mentioned. VI There is Error also in this, to wit, in the Court permitting fresh Evidence to be introduced
 to the jury as mentioned in the second bill of exceptions. VII There is error also in this, to wit,
 that the level of said Caere was at Belleuille when it ought to have been on the premises in question
 IX There is Error also in this, to wit, that the Jury do not find in what a quantity of the premises the
 force and expulsion were committed. X There is Error also in this, to wit, in the Definitions of a
 Forceful Detainer given by the Court in the last bill of exceptions. XI There is Error also in
 that the Justices entered up no Judgment for the Complainant to have restitution of the premises
 and he prays that the proceedings aforesaid for the Error aforesaid and others on the said proceed-
 ings may be reversed annulled and held entirely void and that the said Bloom be restored to all
 things which he hath lost by reason of the aforesaid proceedings, and may, as plaintiff, to which, Assign-
 ment of Errors the plaintiff by his Counsel D. Blackwell joins, and thereupon it is the
 Opinion of the Court that the Judgment below be affirmed and it is ordered by the Court that
 the papers be remanded to the Justices aforesaid & order of restitution to be awarded and
 thereupon comes the said Defendant by his said Counsel, and prays that he may appeal
 from the Judgment of the Court to the Supreme Court, and to him the same is granted on his
 giving bond and Security according to the Statute in such case made and provided within thirty
 days, and thereupon the said Defendant renders, Arthur Morgan or any other good free holder
 whom the Court accepts, and which bond is filed

Amount of Plaintiff's Costs good mer \$ 29.97
 Do of Defendant's do 12.00 1/2

\$ 41.97 1/2

6/ State of Illinois
St. Clair County &c

I John Hay, Clerk of the Circuit Court of the Said
County of St. Clair, do hereby certify, that the Content of the fore
going pages, is a true transcript of the papers and proceed
ings of the said Suit of Goodner and Bloom on a forcible
Detainer —

Testimony whereof I have Subscribed to before my said Clerk
at Belleville this tenth day of October A D Eighteen
hundred & Twenty One —

John Hay



Bloom
vs
Goodner
Record on
Appeal

Filed Dec 3, 1821—
J. M. Duncan
clerk

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In the Supreme Court of the State of Illinois
 John Bloom
 against Bill of Costs
 Conrad Woodner

1822 Deed Filing Record 25	Entering appeal 10	\$ 0.35
Docketing Cause 12	Entering attorney 10	0.22
Filing Assignment of Error 10	filing binder 10	0.20
Issue joined 25	trial 50	Deer 9 folio Pages 162
Complete Record 64	folio Pages 11.52	11.52
Transcript to the Court below 9	folio Pages 162.	1.62
Certificate & Seal 75		0.75
Attorneys fee 500	Cost Bill 50	Copy 37
		5.87
		\$22.91
Certificate & Seal		50
		\$23.41

State of Illinois
 Supreme Court etc

I James B. Duncan clerk of the Supreme Court
 of the State of Illinois do hereby Certify that the
 foregoing Bill of Costs in said Court, in the
 Cause aforesaid, is a true Copy from my fee
 Book

In Testimony Whereof I
 have hereto set my hand and
 affixed my private Seal this
 25th day of June 1830

J. B. Duncan ck
 J. B. Duncan

Supreme Court
John Fleming
Vs 3 Cor. Ben.
Commod Goodner
\$23.41

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John Bloom
vs
Cornell Coaster

Supreme Court of
Illinois
In Error
Forcible entry & de-
tainer

And the said Bloom comes and says that
in the record and proceedings aforesaid &
in the rendition of the judgment aforesaid there
is manifest error in this viz. There is error in this
that the summons served on Bloom does not run
in the name of by the authority of the people of the
people of the State of Illinois & there is error also in
this viz. that the Complaint does not show in
what part of the premises the force was determined com-
mitted nor does it show that the lease granted by
plaintiff Coaster to Bloom was expired on
or before the first day of January 1872. There is
error also in this viz. It does not appear that
Solomon Fates de was summoned by a proper
by Order of the Court & there is error also in
this viz. that it does not appear how the jury
were sworn & there is error also in this viz. In
the Court permitting the jury leave to be given
in evidence with the assignment. The case to the
jury & there is error also in this viz. In the Court
refusing to give the instructions to the jury as
asked for in the third Bill of exceptions
7 There is error also in this viz. In the Court permit-
ting fresh Evidence to go to the jury as mentioned in
the Bill of exceptions 8 There is error
also in this viz. that the trial was at Belleville
when it ought to have been at the premises in question
9 There is error also in this viz. that the jury do not
find in what part of the premises the force and Expulsion
occurred 10 There is error in this viz. In the defini-
tion of a forcible detainer in the
Bill of exceptions

11 There is Error also in this viz That said Ellen
surors signed the process of the 12th There
is error also in this that the Justice entered up
no judgment of restitution and he prays
for the errors aforesaid in the proceedings may
be reversed annulled and be of entirely void
and that the said Oloson be restored to all
things which he hath lost by reason of the
aforesaid proceedings

Well I pray the
Court to pass

London in error

Blackmer

for left

Oloson
my
Examiner
affirmment of
Error

Filed Dec 213. 1822

J. M. Dumas

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