

No. 12389

Supreme Court of Illinois

Doulin.

vs.

James.

71641  7

~~§7~~ 11

Michael Doulin
vs.
John James for use &c.

11

1854

12389

Michael Doolan

Rt Honr

Sup Court, Illinois

John James

Defn in Error

Error & Reversal

Said plaintiff in
Error makes the following assignment
of errors upon the Record in above
Cause

- 1st The Court below erred in sustaining
the demurrer to 2nd plea -
- 2nd The Court below erred in sustaining
demurrer to 3rd plea
- 3rd The Court below erred in sustaining
demurrer to additional plea
namely B -
- 4th The Court below erred in reading
judgment upon the mortgage without
the production of the note mentioned
therein. the note being a material
part of the mortgage

5th There are other errors in said
Record -

A. S. Morrison
Att for Rt Honr

Be it remembered, that heretofore, to wit. on the ninth day of June in the year of our Lord one thousand eight hundred and fifty two, there was filed in the office of the clerk of the circuit court in and for the county of Peoria in the State of Illinois, a precipe, which is in the words and figures following, to wit.

Precipe =

State of Illinois } In the circuit court of Peoria county
Peoria County } to August term A.D. 1852
John James for the use of Alfred S. Curtinins John
L. Griswold & Matthew Griswold

vs

Michael Doulin } The clerk of the circuit court
of Peoria County will please issue a scire Facias in
the above suit to the sheriff of said county to fore close
the mortgage herewith filed and make the same return-
able to the next term of said court.

June 9th 1852

Purple V. Langer

Attys for Plffs.

Whereupon there was issued in the name of said clerk, under the
seal of said court to the sheriff of Peoria County a writ
of Scire Facias, which with the return of said sheriff thereon endorsed
is in the words and figures following, to wit,

Scire Facias = The people of the State of Illinois to the sheriff of
Peoria County. Greeting.

Whereas heretofore to wit: on the
9th day of June A.D. 1852 there was filed in the clerks
office of the circuit court of Peoria County in said
state a praecipe and mortgage substantially in the
words and figures following, to wit. State of Illinois
Peoria County ss. In the circuit court of Peoria County
to August term A.D. 1852. John James for the use of
Alfred S. Curtinins. John L. Griswold and Matthew
Griswold. vs Michael Doulin. The clerk of the

Circuit Court of Peoria County will please issue a
scire Facias in the above suit to the sheriff of said
county to foreclose the mortgage herewith filed and
make the same returnable to the next term of said
court. June 9th 1852.

Thurple & Sanger
Attys for Plff

This Indenture made this 10th day of June in the
year of our Lord one thousand eight hundred and fifty
Between Michael Douth of Peoria Illinois of the first
part and John James of the same place of the second
part. Witnesseth; that whereas the said party of the
first part is justly indebted to the said party of the
second part in the sum of six hundred & ninety five
dollars secured to be paid by a certain Note bearing
even date herewith made and executed by the said
party of the first part to the said party of the second
part. Now therefore this indenture witnesseth that the
said party of the first part for the better securing the
payment of the money aforesaid with interest thereon
according to the tenor and effect of the said note above
mentioned. and also in consideration of the further sum
of one dollar to him in hand paid by the said party of
the second part. the receipt whereof is hereby acknowledged
hath granted, bargained, sold and conveyed and by these presents
doth grant, bargain, sell and convey unto the said party
of the second part his heirs and assigns forever, all
the following described real estate (to wit) part of lot
number ten in block number seven in the city of
Peoria, being a certain part of said lot commencing
on the corner of Washington & Hamilton streets thence
along Washington street towards main street forty
eight feet. thence at right angles and parallel with

Hamilton street sixty four feet thence at right angles
and parallel with Washington street forty eight feet
to the line of said lot on Hamilton street thence
along said line to the place of beginning. Also part
of a lot of ground designated on the plat of the town
of Peoria as. State house square commencing at a point
on the north easterly side of Eaton street in the city
of Peoria 134 feet from the corner of Adams & Eaton
streets. thence running on Eaton street north westerly
forty four feet. thence parallel with Adams street
until it strikes the section line between sections nine
and four in township eight north eight east thence
along said line east to the east line or boundary of
said town of Peoria. thence south thirty seven and
one half feet. thence parallel with Adams street to
the place of beginning. Together with all and singular
the tenements hereditaments & appurtenances thereunto
belonging and all the estate right title interest property
possession claim and demand whatsoever. as well in
law as in equity of the said party of the first part
of, in and to the above described premises and every
part and parcel thereof with the appurtenances. To have
and to hold, all and singular the above mentioned and
described premises together with the appurtenances unto
the said party of the second part and to his heirs
and assigns forever. Provided always and these presents
are upon this express condition that if the said party
of the first part, his heirs executors or administrators
shall well and truly pay or cause to be paid to the said
party of the second part his heirs, executors, administrators
or assigns the aforesaid sum of money with interest
thereon at the time and in the manner specified in
the above mentioned note according to the true intent
and meaning thereof that then and in that case these

presents shall be void, otherwise to remain in full
force. In witness whereof the said party of the first
part has hereunto ~~set~~ his hand and seal the day
and year first above written. M. Montin ~~seal~~
Signed, Sealed, and Delivered

in presence of
State of Illinois } This day personally appeared
Peoria County } before the undersigned one of the jus-
tices of the peace in and for Peoria county Michael
Montin to me personally known to be the same person
who signed, sealed and executed the within deed of
mortgage and acknowledged that he had executed the
same for the uses and purposes therein expressed.
Witness my hand and seal at Peoria this 10th day
of June A.D. 1850. David Maxwell Seal
Justice of the peace

Filed 11th June. 1850 & recorded in vol 4 page 2
Jacob Gale R.P. Co
which said mortgage was duly executed and recorded
in the recorders office of Peoria county and the whole
of the money secured to be paid by the same has
become due and payable. and for that whereas the said
plaintiff avers that the said defendant although
often requested so to do has not paid the said sum of
money mentioned in said note referred to in said mort-
gage, and secured to be paid by said mortgage with
interest according to the tenor of said note, or any part
thereof or the accruing interest thereon to the said plaintiff
nor hath any person paid the same or any part thereof
to the said plaintiff for said defendant but that
the said sum of six hundred and ninety five dollars

being the amount of the note secured to be paid by said mortgage with the interest thereon from the date of said mortgage still remains due and unpaid. You are therefore hereby commanded to summon the said Michael Goulson if he be found in your county to be and appear before the Circuit Court of Peoria county on the first day of the term thereof to be holden at Peoria within and for said county on the third Monday of August next to shew cause if any he has why judgement should not be rendered for such sum of money as may be due by virtue of said mortgage, and a special writ of fieri facias issue requiring the property mortgaged to be sold to satisfy such judgement. Witness Jacob Gale clerk of the Circuit Court of said county and the seal thereof at Peoria this 9th day of June A.D. 1852

Jacob Gale, clerk.

Which fieri facias was returned by said sheriff into said clerk's office endorsed as follows, to wit:

Sheriff's return =

State of Illinois }
Peoria county } The within named Michael Goulson
not found in my county August 6 1852.

James S. Riggs Sheriff Pea.
By H. B. Irons. Sply.

Proceedings at a term of the circuit court begun and held at the court house in Peoria in and for the county of Peoria in the state of Illinois on the third Monday of August in the year of our Lord one thousand eight hundred and fifty two it being the sixteenth day of said month. Present the Honorable William F. Kellogg Judge of the tenth judicial circuit in said state.

Tuesday August 17th A.D. 1852.

John James for the use of Alfred G. Curtin
John S. Griswold Matthew Griswold, vs
Sci. Fa. on Mortgage } Michael Doulin

Order for
alias Sci. Fa. } This day came the plaintiff by
Ezra G. Langer his attorney and on his motion order-
ed that an alias scire facias issue in this cause
returnable to next term, to which time this cause
stands continued.

Whereupon the clerk of said court issued an alias Scire Facias to the
Sheriff of said county in the words and figures following, to wit:

Alias Sci. Fa. The People of the State of Illinois. To the Sheriff of
Peoria County. Greeting—

Whereas heretofore, to wit. on
the 9th day of June A.D. 1852, there was filed in the
Clerks Office of the Circuit Court of Peoria County
in said State a precipe a mortgage substantially in
the words and figures following, to wit: "State of Illinois
Peoria County, ss: In the Circuit Court of Peoria County
to August Term A.D. 1852. John James for the use
of Alfred G. Curtin, John S. Griswold, and Matthew
Griswold vs Michael Doulin — The clerk of the
Circuit Court of Peoria County will please issue a
Scire Facias in the above suit to the Sheriff of said
county to foreclose the mortgage herewith filed and
make the same returnable to the next term of said
court.

June 9th 1852.

Ezra G. Langer
Atty's for Plff

This Indenture made this 10th day of June in the year
of our Lord one thousand eight hundred and fifty.
Between Michael Doulin of Peoria, Illinois of the

first part and John James of the same place of the second part. Witnesseth that ~~Whereas~~ the said party of the first part is justly indebted to the said party of the second part in the sum of six hundred & ninety five dollars secured to be paid by a certain note bearing even date herewith made and executed by the said party of the first part to the said party of the second part. Now therefore this Indenture witnesseth that the said party of the first part for the better securing the payment of the money aforesaid with interest thereon according to the tenor and effect of the said note above mentioned, and also in consideration of the further sum of one dollar to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged hath, granted, bargained, sold and conveyed and by these presents doth grant bargain, sell and convey unto the said party of the second part, his heirs and assigns forever all the following described Real Estate (to wit) part of Lot number Ten in Block number Seven in the City of Peoria being a certain part of said lot, commencing on the corner of Washington & Hamilton streets, thence along Washington street towards Main street forty eight feet thence at right angles and parallel with Hamilton sixty four feet thence at right angles and parallel with Washington street forty eight feet to the line of said lot on Hamilton street thence along said line to the place of beginning. Also part of a lot of ground designated on the plat of the Town of Peoria as, State house square, commencing at a point on the North Easterly side of Eaton street in the City of Peoria 134 feet from the corner of Adams & Eaton streets, thence running on Eaton street North Westerly forty four feet, thence parallel with Adams street until it strikes the section line between sections

nine and four in Township Eight North Eight East thence
along said line East to the East line or boundary
of said Town of Peoria, thence South Thirty Seven and
one half feet, thence parallel with Adams street to the
place of beginning, Together with all and singular the
tenements, hereditaments & appurtenances therunto belonging
and all the estate right, title, interest, property, possession
claim and demand whatsoever, as well in law as in equity
of the said party of the first part, of, in, and to, the
above described premises and every part and parcel there
of with the appurtenances. To have and, To hold all and sing
ular the above mentioned and described premises together
with the appurtenances unto the said party of the second
part and to his heirs and assigns forever.

Provided always and these presents are upon this express
condition that if the said party of the first part his
heirs executors or administrators shall well and truly pay
or cause to be paid to the said party of the second part
his heirs executors, administrators or assigns the afore
said sum of money with interest thereon at the time
and in the manner specified in the above mentioned
note according to the true intent and meaning thereof
that then and in that case these presents shall be void
otherwise to remain in full force. In witness whereof
the said party of the first part has hereunto set his
hand and seal the day and year first above written.
Signed, Sealed and Delivered } Mc. Donlin (seal)

in presence of ~

State of Illinois }

Peoria County. }

This day personally appeared
before the undersigned one of the Justices of the Peace
in and for Peoria County. Michael Donlin to me
personally known to be the ^{same} person who signed, sealed

and executed the within deed of mortgage and acknowledged that he had executed the same for the uses and purposes therein expressed. Witness my hand and seal at Peoria this 10th day of June A.D. 1850

David Maxwell (seal)
Justice of the Peace

Filed 11th June 1850 & Recorded in Vol 4 page 2

Jacob Gale R.P. Co

which said mortgage was duly executed and recorded in the Records Office of Peoria County and the whole of the money secured to be paid by the same has become due and payable. And for that whereas the said plaintiff avers that the said defendant although often requested so to do has not paid the said sum of money mentioned in said note referred to in said mortgage and secured to be paid by said mortgage with interest according to the tenor of said note, or any part thereof or the accruing interest thereon to the said plaintiff nor hath any person paid the same or any part thereof to the said plaintiff for said defendant but that the said sum of six hundred and ninety five dollars being the amount of the note secured to be paid by said mortgage with the interest thereon found the date of said mortgage still remains due and unpaid. You are therefore hereby commanded as we have heretofore commanded you to summon the said Michael Konlin if he be found in your county to be and appear before the circuit court of Peoria County on the first day of the term thereof, to be holden at Peoria within and for said county on the third Monday of November next to shew cause if any he has, why judgement should not be rendered for such sum of money as may be due by virtue of said mortgage and a special writ of *Quia Facias* issue

requiring the property mortgaged to be sold to satisfy
such judgement. Witness Jacob Gale clerk of the circuit
court of said county and the seal thereof at Peoria this
19th day of August A.D. 1852.

Jacob Gale. clerk.

Which was returned by said sheriff endorsed as follows, to wit:

The within not found in my county Nov 11/52

James L Riggs shff
By A. D. Gross Deputy

And afterwards, to wit, on the thirteenth day of May A.D. 1853
there was filed pleas on behalf of the defendant in said
cause, which are in the words & figures following, to wit:

Pleas =

John James who
sue for the use of
Curtinias & Griswold

Peoria circuit court
May Term 1853

vs
Michael Boulton

1st And said defendant comes and defends the wrong
and injury when &c and says that he did not
make the said deed set forth in said writ of scire
facias and of this he puts himself upon the country
&c

A. L. Merriman

Plff doth the like

Defts Atty

May 9th 1853 Purple & Langer for Plff.

2nd And for a further plea in this behalf said
defendant says actio non because he says that
said deed was given without any good or valuable
consideration and this he is ready to verify where
fore he prays judgement &c

3rd And for a further plea in this behalf said
defendant says actio non to the whole of said
demand except eighty dollars because he says that

said Mortgage & Note were given for the balance due by defendant to plaintiff for work & labor of said plaintiff in and about the buisings of said defendant, and that at the time when the defendant was only indebted unto defendant in the sum of eighty dollars and that said Mortgage was given for no other consideration whatever and this the said defendant is ready to verify wherefore he prays judgement against all except as to said sum of eighty dollars

H. S. Merriman

Left to atty

And afterwards, to wit, on the 19th day of May A.D. 1853 the plaintiff filed a replication and demurrer, which as they now are on file in said clerk's office in said suit are in the words and figures following, to wit,

Replication }
withdrawn

Corn Carnes who
sues for the use of
Curtin & Griswold

In the circuit court of
Pioria County

Michael Doulin

For Replication to said defendants second Plea Plaintiff says precludi non because he says that said deed was given for a good and valuable consideration and of this he puts himself upon the country &c

Withdrawn by leave
of court
May 25 1853
Shad Sale
Clerk

Purple & Sanger
for Plff

Demurrer =

the words "second and"
added by leave of court
May 25 1853
Shad Sale
Clerk

And for answer to said defendants second and third Pleas Plaintiff says that the matters and things in said Pleas alledged are not sufficient in law to bar or preclude the said Plaintiff from maintaining his suit against the said defendant and that he is not bound in law to

answer the same & this he is ready to verify wherefore
he prays Judgment &c

Purple & Sanger
Clerks Atty

Proceedings at a term of the Circuit Court begun and held at
the Court-house in the City of Peoria on Monday the ninth
day of May in the year of our Lord one thousand
eight hundred and fifty three, The Honorable Gustav
Peters Judge of said the Judicial Circuit in the State
of Illinois presiding, to wit,
Monday, May 23rd 1853

John James, for the use
of Alfred G. Crosternis
John L. Griswold &
Matthew Griswold

Order on demurrer
to 2nd & 3rd pleas

vs

Sci: Ga: on Mortgage

Michael Doulin

This day came the plaintiff by Purple & Sanger his attorneys
and the defendant by Henry Grove and A. L. Merriman his attorneys. On motion of the plaintiff
leave is given him to withdraw his replication to the second plea of the defendant and extend
his demurrer to said second plea, which is accordingly done. And now this cause came on to
be heard on the demurrer of the plaintiff to the second and third pleas of the defendant, and the Court
being fully advised in the premises are of opinion that the said second and third pleas of the defendant
are insufficient in law to bar the plaintiff from maintaining his action against the defendant, whereupon on
motion of the defendant leave is given him to amend his said pleas and to file additional pleas by to-morrow morning.
On the 24th day of May A.D. 1853, the following plea was filed in said cause, to wit,

Additional plea =

B John James
vs
Michael Doulin

Peoria Circuit Court
May Term 1853

And said defendant for a further
plea in this behalf to the said action except as to
the sum of seventy five dollars says actio non because
he says that the said ~~note~~ ~~and~~ mortgage was given

by said defendant to plaintiff to secure the payment of the sum of seventy five dollars then due from defendant to plaintiff, and also to secure the payment of future work & labor to be done & performed and advances then to be made by plaintiff for & to defendant and for no other or further consideration, and defendant further avers that no work or labor was done and performed by plaintiff for defendant, nor were any advances made by plaintiff to defendant after the execution of said mortgage as aforesaid and this he the said defendant is ready to verify wherefore he prays judgement &c.

H. B. & S. Merriman

Attys for Deft.

Whereupon on the same day, the plaintiff filed his demurrer to the last aforesaid plea of the defendant in the words & figures following, to wit:

Demurrer to
additional plea

John Carnes } The Circuit Court of
vs } Peoria County
Michael Doulin }

And the said plaintiff as to the said Plea of the said defendant marked B filed May 24 1853 says Plead non because he says that the matters & things in the said Plea alleged are not sufficient in law to bar the said Plaintiff from having and maintaining his action against the said Defendant and that he is not bound in law to answer the same & this he is ready to verify wherefore he prays judgement.

Purple & Langer
Deft atty

Proceedings at a term of the Circuit Court begun and held at the Court-house in the City of Peoria on Monday the ninth day

of May in the year of our Lord one thousand eight hundred
and fifty three - The Honorable Orsborn Peters, Judge of the sixteenth
Judicial Circuit in the State of Illinois presiding, to wit,

Tuesday, May 24th A.D. 1853.

John James, for the use
of Alfred G. Crutcher
John L. Griswold
Matthew Griswold

Sci: Ga: on Mortgage

Michael Lonlin

This day came the plaintiff by N. G. Purple his attorney and the defendant by A. L. Morrison his attorney, and this cause came on to be heard on the demurrer of the plaintiff to the plea marked **B** filed by the ^{defendant} this day, on consideration whereof the court being fully advised in the premises is of opinion that said plea and the matters therein set forth are insufficient in law to bar the plaintiff from maintaining his action herein against the defendant, and the defendant abiding by said demurrer, it is considered by the court, that the plaintiff be not barred from maintaining this action by anything in said plea marked **B** contained.

This cause now coming on to be heard upon the issue joined on the first plea of the defendant, by agreement of parties all matters both of law and fact arising in this cause are submitted to the court for trial, whereupon the court having heard the evidence of the parties do consider and adjudge, that the said John James for the use of Alfred G. Crutcher, John L. Griswold and

Matthew Grinnold have and recover of the said Michael Donlin the sum of six hundred and ninety five dollars the debt in the said Mortgage specified together with his costs and charges by him about his suit in this behalf expended, and that the mortgaged premises, viz. All the following described Real Estate (to wit) part of Lot Number ten in Block Number Seven in the City of Peoria being a certain part of said Lot commencing on the corner of Washington and Hamilton Streets, thence along Washington street towards Main street forty eight feet, thence at right angles and parallel with Hamilton street sixty four feet, thence at right angles and parallel with Washington street forty eight feet to the line of said Lot on Hamilton street, thence along said line to the place of beginning. Also part of a lot of ground designated on the plat of the town of Peoria as State-house Square, commencing at a point on the North-Easterly side of Eaton street in the City of Peoria 134 feet from the corner of Adams and Eaton streets, thence running on Eaton street Northwesterly forty four feet, thence parallel with Adams street until it strikes the section line between sections Nine and Four in Township Eight North, Eight East, thence along said line East to the East line or boundary of said Town of Peoria, thence South thirty seven and one half feet, thence parallel with Adams street to the place of beginning - be sold to satisfy this judgment, and that special execution issue to the Sheriff

of this County for the sale of said Mortgage
premises on this judgment-

And afterwards on the 6th day of June A.D. 1883 at
the term of said Court last aforesaid, the defendant's
Bill of exceptions was filed in said Cause, in
the words and figures following, to wit,

John Carnes for the use
of Alfred Clevermans John
L. Griswold Matthew Griswold

vs
Michael Doulin

Peoria Circuit Court
May Term 1858

Be it remembered that on
this day came this cause on to be tried upon the issues
joined and the said parties having waived a jury the
said cause was submitted to the court for trial
said plaintiff introduced in evidence a certain mort-
gage executed by defendant bearing date June 10/1858
given to plaintiff as follows, to wit;

This Indenture made this 10th day of June in the
year of our Lord one thousand eight hundred and fifty
between Michael Doulin of Peoria Illinois of the
first part and John Carnes of the same place of the
second part witnesseth that of the second part, Whereas
the said party of the first part is justly indebted to
the said party of the second part in the sum of six hun-
dred & ninety five dollars secured to be paid by a certain
note bearing even date herewith made and executed by
the said party of the first part to the said party of the
second part. Now Therefore this Indenture witnesseth that
the said party of the first part for the better securing
the payment of the money aforesaid with interest thereon
according to the tenor and effect of the said note above
mentioned and also in consideration of the further sum
of one dollar to him in hand paid by the said party
of the second part the receipt whereof is hereby acknowl-
edged, hath granted, bargained sold and conveyed and by
these presents doth grant bargain sell and convey unto
the said party of the second part his heirs and as-
signs forever all the following described real estate

(to wit) part of lot number ten in block number seven in the city of Peoria being a certain part of said lot commencing on the corner of Washington & Hamilton streets thence along Washington street towards main street forty eight feet thence at right angles and parallel with Hamilton street sixty four feet thence at right angles and parallel with Washington street forty eight feet to the line of said lot on Hamilton street thence along said line to the place of beginning Also part of a lot of ground designated on the plat of the town of Peoria. W. State house square commencing at a point on the north easterly side of Eaton street in the city of Peoria 134 feet from the corner of Adams & Eaton streets thence running on Eaton street north westerly forty four feet thence parallel with Adams street until it strikes the section line between sections nine and four in township Eight North Eight east thence along said line east to the east line or boundary of said town of Peoria thence south thirty seven and one half feet thence parallel with Adams street to the place of beginning. Together with all and singular the tenements hereditaments and appurtenances therunto belonging and all the estate right title interest, property, possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the above described premises and every part and parcel thereof with the appurtenances. To have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part and to his heirs and assigns forever. Provided always and these presents are upon this express condition that if the said party of the first part his heirs executors or administrators shall well and truly pay or cause to be paid to the said party

of the second part his heirs, executors administrators
or assigns the aforesaid sum of money with the interest
thereon at the time and in the manner specified in the
above mentioned note according to the true intent
and meaning thereof that then and in that case these
presents shall be void, otherwise to remain in full force
In Witness Whereof the said party of the first has
hereunto set his hand and seal the day and year first
above written. Michael Doulin Seal

Signed, Sealed, and Delivered

in presence of
State of Illinois
Peoria County

This day personally appeared before the undersigned one of the Justices of the peace in and for Peoria County Michael Doulin to me personally known to be the same person who signed sealed and executed the within deed of mortgage and acknowledged that he had executed the same for the uses and purposes therein expressed. Witness my hand and seal at Peoria this 10th day of June A.D. 1830.

David Maxwell Seal
Justice of the Peace

For and in consideration of the sum of six hundred dollars to me in hand paid by Alfred G. Curtiniss John L. Griswold and Matthew Griswold the receipt of which is hereby acknowledged do by these presents assigns transfer and set over to the said Alfred G. Curtiniss John L. Griswold and Matthew Griswold all my right title and interest to the within mortgage and the debt therein and thereby secured In witness whereof I have hereunto set my hand and seal this 15th day of June A.D. 1830. John James. Seal

^{no}
Filed 11th June 1850 & recorded in Vol 4 page 2
Jacob Gale R.P. Co

Assignmt filed 15th June 1850 & recorded in Vol 4
page 12 — Jacob Gale R.P. Co —

To the introduction of which mortgage said defend-
ant objected, which objection was overruled by the
court — to the which decision of said court in over-
ruling said objection said defendant then and there
excepted. This was all the evidence introduced upon
the trial of said cause upon which evidence the
said court gave a judgement in favor of said
plaintiffs of the sum of six hundred and ninety five
dollars to the rendering of which judgement said def-
endant then and then excepted and prays this court
to sign and seal ^{this} bill of exception.

Orslo w Peters. (Seal)

State of Illinois
Pecoria County

I, Jacob Gale Clerk of the Circuit Court in and
and for said county do hereby certify that the
foregoing is a full, correct and complete transcript
from the Record of all the proceedings in
said court in a certain cause therein of John
James for the use of Alfred G. Gustenins, John L.
Griswold and Matthew Griswold, Plaintiff against
Michael Gordon, defendant, as the same remain
of Record and on file in my office.

In witness whereof I hereto set my hand and affix the seal of
said court at my office in Pecoria this twenty fifth day of July
A.D. 185-3,
Jacob Gale, Clerk.

Clerks fees: For transcript, certificate and seal \$6.50

Received payment of defendants attorney,
Jacob Gale, clerk.

87.
Michael Doulin
vs.
John James for use &c.

Record & errors,
Filed July 30th 1853,
L. Leland Clk.
By P. K. Leland Dep.

STATE OF ILLINOIS,

WRIT OF ERROR.

Supreme Court,

} ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the county of Peoria 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 Peoria county, before the Judge thereof, between John James for use of Alfred G. Curtin
John L. Griswold, & Matthew Griswold
plaintiff, and Michael Doulin

defendant, it is said manifest error hath intervened, to the injury of the aforesaid defendant
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 plaintiff, aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the 2^d Monday in June 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. **SAMUEL H. TREAT**, Chief Justice
of our said Court, and the Seal thereof, at Ottawa, this 30th day of
July in the Year of Our Lord One Thousand Eight Hundred and Fifty-Three

S. Leland Clerk of the Supreme Court.
By P. K. Leland vpy

No. 87.

Michael Doulin

vs.

John James for use &c,

Writ of error

Filed July 30th 1853.

L. Deland Clk.

By P. H. Deland Depy.

This writ of error is made
a Supersedeas & as such
is to be obeyed accordingly
by all concerned.

L. Deland Clk.

By P. H. Deland Depy.

Aug. 10. 1853.

Know all men by these presents that we Michael Doulin as principal and James G. Spin ^{as security} are held and firmly bound unto John James for the use of Alfred G. Curtiniss, John L. Griswold and Matthew Griswold, in the penal sum of fifteen 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 & firmly by these presents -

Witness our hands and seals this 11th day of August A.D. 1853.

The condition of the above obligation is such that whereas the said John James for the use of said Alfred G. Curtiniss John L. Griswold and Matthew Griswold did on the 24th day of May A.D. 1853, in the Circuit Court of Peoria County in the State of Illinois obtain a judgment against said Michael Doulin for the sum of Six hundred and ninety five dollars debt, and costs and charges, and also an order to sell certain real estate to satisfy said judgment.

From which said judgment and order the said Michael Doulin has prosecuted a writ of error to the Supreme Court of said State, and whereas an order for a Supersedeas has been granted in said cause, Now, therefore, in case the said Michael Doulin shall ~~not~~ prosecute the said writ of error duly, and also well truly pay the judgment, costs interest and damages in case the

decision of said Circuit Court shall be affirmed, then this bond shall be null and void, otherwise remain in force & virtue -

Wm. D. Conlin
for A. M. Morrison his
attorney in fact

James J. Speed

Seal

Seal

87

Michael Bondline

vs.

John James Forrester

Bond -

Filed Aug. 10th 1853.

A. M. Morrison

By J. M. Bondline

Robert M. Bondline

William M. Bondline

or J. M. Bondline

may be secured -