

No. 13969

Supreme Court of Illinois

Keller

vs.

Campbell

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

NO. 63.
1869.

Keller

vs

~~Campbell~~

Campbell

13069

Keller vs Campbell

Why should the order dismissing
the writ of error be set aside

The service of the writ of error was
made in Sept last. The deft in
error was in court. True the writ
was not marked filed until the
24th but the filing of the writ
was only for the purpose of showing
the court that the defendant in error
was before the court, and the
return which is now filed shows
that deft in error was properly
before the court and had a right
to move for abstracts at the time
he died and a right to have
the writ of error dismissed
for want of compliance with
the rule. Any other rule would
subject the rights of deft to the caprice
of his adversary - or of the officer

B. C. Cook

66
Keller & Campbell

66

Suggestions upon
me to settle the
order dismissing

Filed April 26, 1860
L. Leland
Clerk

STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION.

APRIL TERM, 1860.

WILLIAM F. KEELER, *et al.*,
Plaintiffs in Error,
vs.
GEORGE C. CAMPBELL,
Defendant in Error. } *Error to La Salle County Court.*

ABSTRACT OF THE RECORD.

This was an action of assumpsit, the declaration containing a count upon an *assigned* note, and the common counts.

Demurer to special count, and plea of the general issue to the common counts.

Page of Rec.

- | | |
|------------|---|
| 2, 3, 4, 5 | 1st. Declaration containing one special count and common counts. |
| 6, 7 | 2d. Summons and return thereon. |
| 8, 9 | 3d. Special demurer to special count, and plea of general issue to common counts. |
| 10 | 4th. Demurrer overruled; defendants except and abide by their demurrer. |
| 10, 11 | 5th. Defendants defaulted, clerk assesses, and judgment for plaintiff below. |
| 12, 13 | 6th. Assignment of errors. |

The following errors are relied upon.

1st. The court below erred in overruling the demurrer of defendants below to first count of plaintiffs' declaration, said count being defective in the following particulars, to wit:

1st. Said count does not show any right of action in plaintiff.

2d. Said count does not show said plaintiff to be the legal owner of the note mentioned in said count.

2d. The court below erred in rendering judgment for said plaintiff below on said demurrer.

3d. The court below erred in rendering final judgment for plaintiff below, a plea remaining undisposed of.

BRIEF OF PLAINTIFFS IN ERROR.

This was an action of assumpsit, the declaration containing only one count upon an *assigned* note, and the common counts.

The special count contains the simple averment that the note in said

count mentioned, was *assigned and delivered* to plaintiff below. That averment may be true, and yet there may have been no *endorsement* of said note, so as to invest the plaintiff below with the legal title thereto, and authorize him to bring suit upon the same in his own name. The proof might have shown an assignment to plaintiff below upon a separate piece of paper, and yet there would have been no variance between said proof and the averment in said count.

The defendants below ^{*filed*} ~~plead~~ a special demurrer to said count, and assigned the foregoing as cause of demurrer.

To the common counts in said declaration, the said defendants plead the general issue.

The court below overruled said demurrer, defaulted the defendants, and without making any disposition of the plea to the common counts, rendered a final judgment against them.

The plaintiffs in error submit that the rendering of said judgment by the court below was clearly erroneous.

12 Ill. Report, 373.

D. L. HOUGH.

Att'y for Plaintiffs in Error.

14. 24

66-76

Wm. H. Keeler et al
vs

George C. Campbell

Abstract &c

Filed Apr. 27. 1860
L. Ireland
Clk.

Keller et al

66

10

Campbell

If the term ~~has~~ assigned, when applied to promissory note has a clear technical Statutory meaning and under our law can mean nothing but a transfer of endorsement. The phrase is rightly used in the declaration. And it is clear that a note can be assigned under our statute in no other way than by endorsement. The term assignment means then transfer of endorsement.

The province of the declaration is to exhibit the grounds of the plaintiffs cause of action, when it performs that office in such manner as to leave no doubt on the mind of the defendant either as to the nature or origin of plaintiffs claim it ought not on principle to be adjudged bad.

Cook v Scott & Gilman 303.

Zimmerman v Weill 18 Ill 304

B. C. Cook

66-4

Keel & T

US

Campbell

Points

1 State of Illinois }
Saball County ss.

Plas. Proceedings
and Judgments held and taken
in and before the Saball County
Court in the State of Illinois at a
regular term thereof commenced
and held at the Court house in
Ottawa in said county on the
seventh day of March A.D. 1859
and of the Independence of the
United States of America the eighth
third

Present Hon. John C. Champin Jus.
Philip Lindley clk
Francis Warner Shff.

Be it remembered that here-
fore to wit on the 24th day of February
1859 a declaration was filed
in the office of the clerk of the
County Court of said county in
the words and figures following
to wit

State of Illinois }
Saball County ss. and County Court
Thurs - 20 March

Term Ad. 1859

George B. Campbell plaintiff
in this suit, in person complains
of William H. Keeler, Hugh Bennington
and David L. Hough late partners
under the name & style of Keeler
Bennington & Co. defendants sum-
moned &c. of a plea of assumpsit
For that ~~whereas~~ the said defen-
dants ^{have} heretofore to wit on the 13th day of
November Ad. 1857 at St Louis
to wit at the corner of Laballe by
their certain promissory note of
that date by them subscribed by
the name & style of Keeler, Bennington
& Co. promised to pay to the order
of Featman, Robinson & Co. Six
hundred and Ten $\frac{1}{100}$ dollars for value
received, negotiable and payable
without defalcation or discount
at Saint Louis six months after
the date of said note and after-
wards to wit on the said 13th day of
November Ad. 1857 - the said Featman
Robinson & Co. assigned and delivered
the said note then and still un-
paid to the plaintiff of all of which
the said defendants then and

then had notice and then and then became liable and in consideration thereof then and then promised the said plaintiff to pay him said sum of money in said note mentioned according to the tenor and effect thereof when the said note should thereafter be due & payable and the plaintiff avers that the said four months the time limited in said note for the payment thereof has long since elapsed and the plaintiff avers further that after said four months had elapsed as aforesaid, said note being then due and payable the words "Protested for non payment March 16. 1858 Antoine L. Chene for N.P. \$1,60" were written in red ink across the face of said note, and though after requested the said defendants have never paid said note nor any part thereof -

And for that the said defendants at the court aforesaid, hereafter to sit, on the first day of November A.D. 1859 being justly indebted to

4

the plaintiff in the sum of Eight
thousand dollars for as much
money before that time had and
received by said defendants &
and for the use of the said plaintiff
and in the like sum for as much
money before that time laid out
and expended by said plaintiff
& and for the use of the said de-
fendants at their special instance
and request, and in the like sum
for as much money loaned by said
plaintiff & said defendants at their
request, and in the like sum
for goods, wares and merchandise
before that time sold and delivered
by said plaintiff & said defendants
at their request, and in the like
sum for work and labor before
that time done and performed by
said plaintiff for said defendants
at their request, in consideration
thereof then and then promised the
said plaintiff & pay him the said
several sums of money when they
should be thereto afterwards requested
yet though often requested the said
defendants have never paid the

same sum as above

same nor any part thereof
5 Wherby the plaintiff has suffered
damage in the sum of Eight
Hundred dollars and therefore
he bring his suit
Geo. C. Campbell
In person

Copy of note sued on and which
will be offered in evidence under
the common count,
\$602.¹⁷

St. Louis Mo.

November 18th 1857

Four months after date we promise
to pay to the order of Isaac W. Robinson
Esq. Six Hundred and Ten dollars for
value received negotiable and paya-
ble without defalcation or discount
at Saint Louis

Leah, Birmingham & Co

Copy of endorsement on said note
Isaac W. Robinson Esq.

6

And afterwards on the same day a summons was issued out of said clerk's office in the words and figures following to wit

"The People of the State of Illinois
To the Sheriff of our county of LaSalle
Greeting

We command you, that you summon William H. Keeler Elmer Berrigan and David L. Elmer if they shall be found in your county, personally to be and appear in our LaSalle County Court, before our Judge thereof, on the first day of the next term of said court, to be held at the Court house in Ottawa on the first Monday in March next, at ten o'clock in the forenoon then and there to answer unto George O. Campbell in a plea of Assumpsit to his damage of Eight Hundred dollars,

And have you there and there this writ and the manner in which you shall have executed the same

In witness whereof, we have caused the seal of our

7
said court to be here affixed
and attested by Phil Grindley our
clerk thereof, at Ottawa, this
24th day of February 1859
Phil Grindley, cl.
A. Quirk dep.

which summons was returned
and filed in said clerk's office
on the 7th day of March 1859 with
the following endorsement thereon
"Executed this writ by reading the
same to David L. Blough. Feb. 24th 1859
J. Warner Sheriff"

"Executed this writ by reading the
same to Hugh Bonnington & William
H. Kuhn this 25th day of Feb. Ad. 1859
J. Warner Sheriff

45 miles $\frac{2.25}{\$ 3.85}$

J. C. P. Bucke dep.

And after arrears to wit on the 9th
day of March 1859, the same being
one of the days of said March Term
of said court for 1859, a demand &
plea was filed in said clerk's
office in the words and figures
following to wit,

8 George C. Campbell }

vs.

William H. Kulor,
Hugh Benjamin &
David L. Wough }

} Gaballs Court
} Cont. March
} Term A.D. 1859
} Assumpsit

And now comes the
said defendant, by D. L. Wough their
attorney & says that the first count
in said plaintiffs declaration, & the
matters & things therein contained
in manner & form as the same are
therein set forth, are not sufficient
in law for said plaintiff to have
& maintain his aforesaid action
against them, the said defendant
& that they are not bound by law
to answer the same - wherefore
they pray judgment &c.

D. L. Wough

Deft. Attorney

And for special causes of defense
said defendant shew to the court
the following

1st said count shews no right of
action in said plaintiff

2nd said count does not shew

9

said plaintiff to be the legal owner
of the note in said court mentioned

D. L. Mough

Deft. Atty. our,

And as to the remainder of said
plaintiff's declaration, being the
common counts contained therein
the says that they did not under-
take & promise in manner & form
as the said plaintiff in said com-
mon counts has declared against
them & of this they put themselves
upon the ~~record~~ country

D. L. Mough

Deft. Atty.

And afterwards to wit on the
10th day of March 1859 the same
being one of the days of the March
term of said court for 1859, the
following proceedings were had
and entered of record to wit

George C. Campbell

220

3,

Assumpsit

10

William H. Keeler,

Wm. B. Bannigan &

David L. Bough

This day comes
the plaintiff in
person, and the

defendants by David L. Bough their
attorneys and after hearing the
arguments of counsel upon the
demurrer filed herein to the first
count in the declaration herein-
said demurrer is overruled, to
which ruling of the court the defen-
dants by their said attorney then
and there excepted and obides his
said demurrer,

Whereupon the defendants being
each three times solemnly called
came not nor any on for them
but make default, and it ap-
pearing that this cause is founded
upon an instrument in writing
for the payment of money only the
clerk is directed to assess the dam-
ages herein and report the same
to the court which is accordingly
done and found to amount to
the sum of Six Hundred and thirty-

11 seven dollars and seven eight
cents which is reported to and
accepted by the court

It is therefore considered by the
court that said plaintiff have
and receive of said defendants
said sum of Six Hundred and
thirty seven dollars and seven eight
cents for his damages and also his
costs and charges by him herein
expended and that he have execution
therefor

State of Illinois
LaSalle County

I, Philo Lindley, clerk
of the Court of said County
hereby certify, the foregoing to be a
full, true and complete record of
the proceedings and files in the
case wherein George C. Campbell is
plaintiff and William B. Kuler, George
Bennigan and David L. Hough are defen-
dants - as appears of record in my
office

Witness my hand & the seal
of said Court this 12-day of
August A.D., 1859

Philo Lindley, clerk
J. E. Erickson, left

12 William H. Keeler } State of Illinois
& David L. Strong } Supreme Court
vs. } 3rd Grand Division
George C. Campbell }

And now come
the said plaintiff in error, by
D. L. Strong, their attorney, & say
that in the foregoing record, & proceedings
& rendition of judgment in the cause
in said record contained, there is
manifest error in this:-

1st The Court below, erred in overruling
the demurrers of defendants below, to the
first count of the declaration of plaintiff
below; - said count being defective in
the following particulars to wit:-

1st Said count does not show, that the
note in said count mentioned had
become due & payable

2^d Said count does not show any
right of action in said plaintiff. -

3^d Said count does not show said
plaintiff to be the legal owner of the
note mentioned in said count.

2^d The Court below, erred in rendering
judgment for said plaintiff below,
on said demurrers.

3^d The Court below, erred in rendering judgment for plaintiff below, a plea remaining undispensed of

Had the ends above alligned & other apparent in the record, the said plaintiff in error pray that the aforesaid judgment may be annulled, set aside, reversed, and entirely for naught esteemed.

D. L. Strong
Atty for Plaintiff in error

Let a supersedeas issue in this cause. Bond one thousand dollars. Daniel Evans security
J. L. Carson

66
Mr. F. Kessler et al.

G. C. Campbell

Receiv & Evans

Filed Aug. 16. 1859
L. C. Carson Clk.

State of Illinois
Third Division and Supreme
Court thereof
April Term 1860

William F. Kier ^{vs} Walter } Error to Supreme
George B. Campbell } Court

Now comes the said
Campbell defendant in error
and as to the said Record
in said Cause and in the
proceedings therein there is no
error as therein by said
Plaintiff assigned whereon
he prays judgment George Campbell
person

Filed April 23, 1880
L. Leland
Secy

Supreme Court Ill. - Third Grand Division
April Term 1860

William H. Steeles et al. v. Geo. C. Campbell
vs
Geo. C. Campbell
} On motion to vacate
} order dismissing writ
} of error

The Counsel for the Plaintiff in Error
would submit the following Statement
in support of the motion to vacate the
order dismissing the writ of Error

Said order was made for
non-compliance with rule to file printed
abstracts by the 23rd - on Monday last

That rule was granted on
the 21st inst. before the Counsel for
plaintiff in Error had come into the
Court room, but the Court will remember
that before the adjournment on that
day, I moved to have said rule vacated
because there had been no return
of any seriatim facias, & no printed in
Error. -

The Court remarks that
if such was the state of facts, it would
be a sufficient answer to the rule,
& an order of dismissal would be vacated
as a matter of course, if any such
were entered. -

On Monday, the 23rd inst, the writ of error was dismissed, on motion of the defendant in error.

Not until Tuesday, the 24th inst, was the serjeant returned, & there was no attempt to join in error until the 23rd inst, on the morning of which day the writ of error was dismissed.

It is true the serjeant, returned, it is returned, shows a service of same on the 6th of September, but the plaintiffs in error, & their counsel, were ignorant of such service, until said return.

By reference to the papers in this case, the Court can see the correctness of the foregoing statement.

David L. Strong
for Plaintiff in error

William H. Steeles Esq
 W

George C. Campbell

— " —
 Jagged holes on masonry
 to vacate sides diminishing
 width of end
 — " —

Filed April 26. 1860
 L. Deland
 Clerk

David L. Conybe

Wm F. Keller Esq

^{vs}
George L. Campbell

} Points for Deft
in Error

This was an action of Assumpsit on a note. The Declaration contained a Special Count on the note and the Common Count. Deft ^{below} filed a demurrer to the Special Count and pleaded general issue to the Common Count.

Demurrer overruled to the Special Count and Deft refusing to answer further judgment was taken by default on the first count and the damages were assessed by the Clerk.

The Defts below bring the Case here on Error and insist first that the Demurrer should have been sustained because the Special Count only alleged that the note was assigned and delivered to the Plaintiff.

and that there may have been
no endorsement of the note so as
to invest the plaintiff with the
legal title thereto but that
the assignment may have been
on a separate piece of paper
To this we reply that the
words "assigned and deliver-
ed" imply ~~and endorsement~~
a legal assignment and de-
livery sufficient to pass the title

Second - Plaintiff in Error insists that the Court below erred in rendering judgment upon the first Count while there was an issue undisposed of as to the second and cites the 12 Ill 373. to sustain his position

We admit that the case cited in 12 Ill - so lays down the law, but insist that the opinion thus given is erroneous as ~~is~~ not in fact the law.

The position of the parties after the Demurrer was overruled ~~was~~ simply this, Plaintiff had upon the files a declaration containing two counts one of which was answered and took his judgment on that count in precisely the same manner that he would have been entitled to do if no demurrer had ever been filed to it

And the law has been repeatedly
stated by this as well as other
courts that the Plaintiff is
entitled to judgment by
the Court whenever a por-
tion of his declaration re-
mains unanswered

3 Scam 38-

22 Ill 327-

1 Chitry's Pleadings 523-

1 Saunders 28. note

~~And unless he does so take~~
~~judgment the Defendant~~
What other course remains to
be taken Suppose the plain-
tiff had filed his declara-
tion containing five counts and
the Defendant had pleaded
the general issue to one or
wholly refused to answer
the rest can not the Plain-
tiff take his judgment by the Court
or is he bound also to call
a jury and dispose of this
one ^{Count} ~~plea~~ which is answer-
ed - Suppose he should
do so and the jury should

since for the Def^t on that Plea
what then, shall he then
take judgment on the ^{Court's} ~~pleas~~
remaining unanswered, or
shall judgment be rendered for
the Defendant?

If the former is the proper prac=
tice neither party have gain=
ed any thing, but rather
the Defendant has been sadd=
led with an extra bill of
costs and Plaintiff put to
the trouble & annoyance of a
trial to be entitled to what
he of right should have
without, i.e. judgment on the un=
answered Pleas.

If the latter is the proper prac=
tice a Defendant may care=
fully select a weak Court
of Plaintiff's declaration file
his plea to it and get
judgment on it when he
would be entirely unable
to maintain his defence to
the remainder of the decla=
ration.

There is still another reason why this would not be the proper practice -

If when Dft had filed his plea to only a part of Pltff declaration Pltff should join issue thereon, Dft would be entitled to move for & obtain a discontinuance and then by defeat Plaintiffs action

3. Scam 38-

22 Ill 327-

If the general issue had been joined to both the pleas in this case and the cause tried thereon & the jury found for Plaintiff on the Special plea alone he would have been entitled to judgment thereon though the finding on the other count had been against him -

Is he in a worse position when defendant entirely neglects and refuses to answer

the special count and thereby
confesses it.

What right of Defendants has
been in any way affected by
the judgment upon the De-
nurrer?

None at all - If Plaintiff had
proceeded as Plaintiff ^{below} in er-
ror insist they should have
done, he would have been en-
titled to and would have
obtained precisely the same
judgment that he now has
and the Defendant would
have been burdened with
the additional costs without
the opportunity of gaining a
single advantage thereby

Wm. Campbell
Defensor

⁶⁶
Mr F Reuter

Geo Campbell

Points for Sept

Lin May 21866
L. Island
Caled.

STATE OF ILLINOIS, } ss. The People of the State of Illinois,
SUPREME COURT,

To the Sheriff of the County of

La Salle

Greeting :

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the *County* Court of *La Salle* County, before the Judge thereof, between

George C. Campbell

plaintiff, and *William F. Keeler, David L. Hough & Hugh Bennigan*

defendants, it is said that manifest error hath intervened, to the injury of the said

Keeler & Hough

as we are informed by *this* complaint, the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; Therefore, We Command You, That by good and lawful men of your County, you give notice to the said

George C. Campbell

that *he* be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the records 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 *Campbell*

notice, together with this writ.

Witness, The Hon. JOHN D. CATON, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *16th* day of *August* in the Year of Our Lord One Thousand Eight Hundred and Fifty-*nine*.

L. Seland

Clerk of the Supreme Court.



Wm H. Keeler et al.
66 W
George C. Campbell

Sci. Fra. 2

Submitted by Keeler
to George C. Campbell
Sept 6th 1864

J. Warner
off

SM Co
100
65

Filed April 24, 1860
L. Deland
clerk



STATE OF ILLINOIS,
SUPREME COURT,

ss. The People of the State of Illinois;

To the Clerk of the County — Court for the County of La Salle — Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the County Court of La Salle County, before the Judge thereof, between George C. Campbell

plaintiff, and William F. Keeler, David L. Hanger & Hugh Benjamin

defendants, it is said manifest error hath intervened, to the injury of the aforesaid Keeler & Hanger

as we are informed by their 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 plaint 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 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. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 16th day of August in the Year of Our Lord our thousand eight hundred and fifty-nine.

L. Island

Clerk of the Supreme Court.



⁶⁶
Mrs F. Keeler et al.
vs
George C. Campbell
Writ of Error



Filed Aug. 16, 1884.
L. Seland
Clk.

This writ of error is
made a supersedeas &
is to be obeyed accordingly
L. Seland
Clk.

Know all Men by these Presents, That we William H. Keeler & David L. Searles
as principal, and Daniel Evans
as security, are held and firmly bound
unto George C. Campbell

in the penal sum of One Thousand dollars
good and lawful money of the United States, for the payment of which, well and truly
to be made, the said William H. Keeler, David L. Searles
& Daniel Evans
bind themselves, their heirs, executors and administrators,
jointly, severally and firmly by these Presents.

Witness

Orlando Handkeall

this 18th day of August A. D. 1857

The Condition of the above Obligation is such, That, whereas the above named

George C. Campbell

did, at the Franklin Term of the County Court,
held in and for the County of Sasalle in the
State of Illinois, A. D. 1857 recover a judgment against the above bounden William

H. Keeler & David L. Searles, and Henry
Bennings

for the sum of Six hundred
77 Thirty Seven dollars & Twenty five cents, & Costs
of said judgment
said William H. Keeler & David L. Searles
to reverse which said judgment, the

have sued out a Writ of Error from the Supreme Court, within and for the Third
Grand Division of said State, which Writ of Error is made a Supersedeas. Now if the
said William H. Keeler & David L. Searles

shall duly prosecute said Writ of Error, 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 adjudge against the said William H. Keeler & David L. Searles
Searles and abide the order and judgment of said
Said Court in this behalf, then this obligation is to be void, otherwise to remain in full
force and effect.

[SEAL.]

David L. Searles [SEAL.]

William H. Keeler [SEAL.]

Daniel Evans [SEAL.]

Know all Men by these Presents, That we William H. Keeler & David L. Searles
as principal, and Daniel Evans
as security, are held and firmly bound
unto George C. Campbell

in the penal sum of One Thousand dollars
good and lawful money of the United States, for the payment of which, well and truly
to be made, the said William H. Keeler, David L. Searles
& Daniel Evans
bind themselves, their heirs, executors and administrators,
jointly, severally and firmly by these Presents.

Witness

Orlando Handkeall

this 18th day of August A. D. 1857

The Condition of the above Obligation is such, That, whereas the above named

George C. Campbell

did, at the Frank Term of the County Court,
held in and for the County of Saballe in the
State of Illinois, A. D. 1857 recover a judgment against the above bounden William

H. Keeler & David L. Searles, and Henry
Bennings

for the sum of Six hundred
& Thirty Seven dollars & Twenty five cents, & Costs
of said judgment,
said William H. Keeler & David L. Searles
to reverse which said judgment, the

have sued out a Writ of Error from the Supreme Court, within and for the Third
Grand Division of said State, which Writ of Error is made a Supersedeas. Now if the
said William H. Keeler & David L. Searles

shall duly prosecute said Writ of Error, 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 adjudge against the said William H. Keeler & David L. Searles
Searles and abide the order and judgment of said Supreme
Court in this behalf, then this obligation is to be void, otherwise to remain in full
force and effect.

[SEAL.]

David L. Searles [SEAL.]

William H. Keeler [SEAL.]

Daniel Evans [SEAL.]

No. 66

SUPREME COURT,
THIRD GRAND DIVISION.

W. H. Keck et al.

vs.

Gen. C. Campbell
SUPERSEDEAS BOND.

Filed Aug. 16. 1889

A. L. V. Clerk.