

13129

No. _____

Supreme Court of Illinois

Seem

vs.

McLe^{ES}~~ES~~

STATE OF ILLINOIS,

SUPREME COURT,

Third Grand Division.

1860

No. 121.

1860

Seems

vs

McLee

194

Pyper

IN THE SUPREME COURT OF ILLINOIS,

APRIL TERM OF THE THIRD GRAND DIVISION, A. D., 1860.

DAVID SEEM,
· Appellant.
vs.
INGRAM MCLEES,
Appellee.

APPEAL FROM STEPHENSON COURT.
FORCIBLE DETAINER.

ABSTRACT OF THE RECORD.

STATE OF ILLINOIS, } SS.
STEPHENSON COUNTY,

- 1 Pleas before the Hon. BENJAMIN R. SHELDON, Judge of the 14th Judicial Circuit of the state of Illinois, at a regular term of the Stephenson County Circuit Court, begun and held in pursuance of law, at the Court House, in the City of Freeport, in said County and Judicial Circuit aforesaid, on the first Monday in the month of September, A. D., 1859. Present,
HON. BENJAMIN R. SHELDON, Judge,
U. D. MEACHAM, States Attorney,
CHARLES F. TAGGART, Sheriff.
LUTHER W. GUTEAU, Clerk.

STATE OF ILLINOIS, } SS.
STEPHENSON COUNTY.

- 5 The complaint of David Seem, of the city of Freeport, in said County, who being duly sworn, upon his oath gives William Herbert, Esq., one of the Justices of the Peace of said County, to understand and be informed that on the twenty-sixth day of October, A. D., 1858, in the County aforesaid, he did demise and lease to Ingram McLees, of the place aforesaid, all that certain house and lot situate in the city of Freeport, in the county aforesaid, known and designated as follows : Lot number eight, (8) in block number fourteen, (14) in the city of Freeport, for and during the term of one month from said twenty-sixth day of October, 1858, and that the said Ingram McLees wilfully and without force after the expiration of said lease, held over and still continues in possession of the premises without the permission of the complainant, notwithstanding demand has been made in writing by the complainant upon the said Ingram McLees, to quit and deliver up possession thereof to him. Therefore he prays that the said Ingram McLees may be summoned to answer to the said complaint.

DAVID SEEM.

Subscribed and sworn before me the 11th day of August, A. D., 1859.

WILLIAM HERBERT, J. P. [SEAL.]

- 6 Thereupon summons was issued by said Justice, directed to the Sheriff or any Constable of said County, commanding him to summon the said Ingram McLees to appear before the said Justice to answer the said complaint of David Seem, complainant, which was done according to law, the complaint being heard by twelve lawful men summoned for that purpose, to appear before the said Justice, and on hearing the proofs and allegations of said parties,

found the defendant "guilty." It was therefore considered by the said Justice that the complainant, David Seem, recover and be restored to the possession of the tenement and possessions, particularly described and designated in said complaint, and that he have a writ of restitution therefor.

August 23d, 1859—supercedeas served upon said Justice by Elmer McDowell, Deputy Sheriff.

- 11 The following notice was filed in the Circuit Court of Stephenson county, Illinois, to wit: Take notice, that you, Ingram McLees be, and are hereby notified, that you are to quit and immediately to deliver up the premises or house and lot which you now occupy of me, situate in the city of Freeport, in the County of Stephenson, State of Illinois.

August 9, 1859.

DAVID SEEM.

On the back of said notice appears the following, to wit: Filed September 1st, 1859. L. W. Guiteau, Clerk. Served the within by reading the same to the said Ingram McLees, August 9, 1859.

And afterwards to wit: On the 14th day of September, A. D. 1859, at the regular September Term, A. D., 1859, of said Court, the following entry appears of record in this cause:

DAVID SEEM
vs.
INGRAM McLEES, } APPEAL.

Now, on this day, comes the said plaintiff, attorney pro-se, and files his notice of demand of possession.

To MR. INGRAM McLEES—*Sir*:—Take notice that I hereby demand that you quit and immediately deliver up possession of the house and lot you now occupy and hold of me, situate in the city of Freeport, in the county of Stephenson, and state of Illinois, being the same now occupied by you.

August 2nd, 1859.

DAVID SEEM.

On the back of said notice the following appears, to wit: Served the within by reading the same to the said Ingram McLees.

August 2d, A. D., 1859.

PETER BEAUMAN.

- 15 And afterwards, to wit: On the 13th day of December, A. D., 1859, one of the days of said December term of said Court, the following entry appears of record in said cause:

DAVID SEEM,
vs.
INGRAM McLEES, } APPEAL.

- 16 Now, on this day come the parties, and upon the issue joined for trial, put themselves upon the country. Thereupon comes also a jury of twelve good and lawful men, to wit: Ebenezer Stephens, and eleven others, which were sworn, and, after hearing the evidence, found the defendant not guilty. And the said plaintiff enters his motion for a new trial.

And afterwards, to wit: On the 16th day of January, A. D., 1860, one of the days of said December term of said Circuit Court, A. D., 1859, the following entry appears of record:

DAVID SEEM,
vs.
INGRAM McLEES, } APPEAL.

Now comes plaintiff, attorney pro-se, and files the affidavit of David C. Laird, and his reasons for a new trial in this cause.

To MR. INGRAM MCLEES—*Sir* :—Take notice that I hereby demand that you quit and immediately deliver up possession of the lands, tenements and possessions which you now hold of me, situated in the city of Freeport, in the county of Stephenson, being the same now occupied by you Mr. George White is hereby authorized to receive possession of said lands and tenements, or house and lot you now occupy.

Yours, &c.,

DAVID SEEM.

Dated the 25th day of July, A. D., 1859.

STATE OF ILLINOIS, } SS. In the Circuit Court of Stephenson County,
STEPHENSON COUNTY, } of the December Term, A. D., 1859.

DAVID SEEM,

vs.

17 INGRAM MCLEES, } APPEAL.

I, David C. Laird, a constable in and for said County and State aforesaid, being first duly sworn, doth dispose and say that he served the above annexed notice upon the defendant, Ingram McLees, by leaving a copy with the defendant, Ingram McLees, on the 25th day of July, A. D., 1859.

D. C. LAIRD.

Subscribed and sworn before me this 16th day of January, A. D., 1860.

JOHN COATES, Justice of Peace.

On the back of which appears the following indorsement, to wit: Executed the within notice by reading and leaving a copy of the same with the within named Ingram McLees, this 25th day of July, 1859. Fees 50 cents. D. C. Laird, Constable. Filed January 16, 1860. L. W. Guiteau, Clerk.

And afterwards, to wit: On the 25th day of January, A. D., 1860, one of the days of said December term, A. D., 1859, of said Court, the following entry appears of record in this cause to wit:

DAVID SEEM,

vs.

INGRAM MCLEES, } APPEAL.

Now, on this day comes on to be heard the plaintiff's motion, attorney pro-se, for a new trial, which motion is overruled, to which ruling the plaintiff excepts, whereupon the said plaintiff prays an appeal. And it is ordered that the appeal be allowed, conditioned that said plaintiff file his appeal bond with the clerk of this Court in the sum of two hundred dollars, properly conditioned to defendant, with Jacob Mohr as security, within thirty days from the rising of Court.

And afterward, to wit: On the 4th day of February, A. D. 1860, one of the days of said December term, A. D., 1859, the following entry appears of record in this cause, to wit:

DAVID SEEM,

vs.

INGRAM MCLEES, } APPEAL.

Now comes the plaintiff, attorney pro-se, and files his bill of exceptions in this cause—also his appeal bond.

STATE OF ILLINOIS, } In the Circuit Court of Stephenson County,
STEPHENSON COUNTY, } Illinois, of the December Term, A. D., 1860.

DAVID SEEM,

vs.

INGRAM MCLEES, } FORCIBLE DETAINER.

Be it remembered, that on the trial of said cause in said Circuit Court

of Stephenson county of the December term, A. D., 1859, the plaintiff, to maintain the issue on his part, gave in evidence a lease, being in the words and figures following, to wit:

19 This indenture, made this 26th day of October, in the year of our Lord, 1858, between David Seem, of the city of Freeport, county of Stephenson and state of Illinois, and Ingram McLees, of the same place—WITNESSETH:

That the said David Seem doth hereby demise and lease unto the said Ingram McLees, all that house and lot number (8), in block number (14), in the city of Freeport, in the county of Stephenson and state of Illinois, to hold, for the term of one month from the date thereof, yielding and paying therefor, monthly, on every first day of the month, unto the said David Seem, the sum of twelve dollars per month, or board, washing, and mending for the said David Seem, while he chooses to take said rent out in boarding, washing and mending, for the use of said premises above described. And the said Ingram McLees covenants and agrees to pay the said rent in the manner aforesaid, and to deliver up the premises to the said David Seem, or his attorney, peaceably and quietly at the end of said term, in as good condition as the same now are, reasonable wear and tear excepted; that he will not underlet the same, or any part thereof, nor make or suffer to be made any alterations therein without the consent of the owner.

Witness whereof the said parties have to this and one other Instrument, of the same tenor and date, interchangeably set their hands and seal the day and year first above written.

INGRAM McLEES.

DAVID SEEM.

The plaintiff called Henry Snyder as a witness, who testified that he knew the premises and the defendant in the lease herein set forth, and that the defendant was in the occupancy of said premises, and knew the hand-writing of said defendant, and that the signature to the lease is said defendant's signature.

20 The plaintiff called Henry Settley as a witness, and offered in evidence a written notice to the defendant—said notice being as follows, to wit:

Take notice that you, Ingram McLees, be, and are hereby notified that you are to quit and immediately to deliver up the premises or house and lot which you now occupy of me, situate in the city of Freeport, in the county of Stephenson and state of Illinois.

DAVID SEEM.

August 9th, 1859,

The following indorsement appears on the back of said notice: "Served the within by reading the same to the said Ingram McLees. Filed September 1st, 1859." The defendant's counsel objected to said notice going to the jury. Objection sustained by the Court; and notice refused by the Court to be given to the jury, to which the plaintiff excepted. The witness, Settley, testified that the plaintiff, on the day said notice was dated, and before the commencement of this suit, read the notice; did not leave a copy with the defendant, as the witness knew of; said witness knew the premises and the defendant in the lease herein set forth; and the defendant was in the occupancy of said premises after said notice was served on said defendant as aforesaid; and that said defendant told the said witness, Settley, that he, the said defendant, would not leave the said premises until he got ready.

The plaintiff then asked the Court to give the jury the following instructions, No. 1, 2, 3, &c., which the clerk of said Court says are lost. See clerk's certificate, page 23.

The defendant's counsel asked the Court to give the following instructions No. 1. Lost. See clerk's certificate, page 23.

The plaintiff's reasons upon which his motion for a new trial was based, filed with the clerk. Lost. See clerk's certificate, page 23.

The jury then retired to consider of their verdict, and returned into Court with a verdict of "not guilty."

21 The plaintiff thereupon moved the Court for a new trial in said cause, and for the following reasons, to wit, which were filed and lost. See clerk's certificate, page 23. And also an affidavit with a certain notice annexed thereto, with the following indorsement on it. See page 17.

Which motion the Court overruled, and upon which the plaintiff excepted and prayed that his bill of exceptions might be signed, sealed and made a part of the record herein ; and it was done so accordingly.

BENJAMIN R. SHELDON. [SEAL.]

On the back of which bill of exceptions appears the following indorsement, to wit: "Filed February 4th, 1860. L. W. Guiteau, Clerk."

22 And afterwards, to wit, a bond was filed, properly conditioned, signed and
23 sealed by David Seem, and Jacob Mohr. Filed February 4th, 1860.

L. W. GUITEAU, Clerk.

STATE OF ILLINOIS, } SS.
Stephenson County.

I, Luther W. Guiteau, Clerk of the Circuit Court of said Stephenson County, in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the record of the judgment, and of all the proceedings had in the above entitled cause in said Court, wherein David Seem is plaintiff and Ingram McLees is defendant, except the instructions of the plaintiff and defendant, (to the jury) and also except the grounds for new trial, they not being found among the files, as the same appears of the records and files of my office.

Witness : Luther W. Guiteau, clerk of said Court, and the seal of said Court at Freeport, in said County, this 15th day of March, A. D., 1860.

Attest:

L. W. GUITEAU, Clerk.

By THOS. NORTH, Deputy.

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Seem

no

McLees

Abstract

Filed Apr 5, 1860

L. Leland
Clark

IN THE SUPREME COURT OF ILLINOIS,

APRIL TERM OF THE THIRD GRAND DIVISION, A. D., 1860.

DAVID SEEM,
Appellant.

vs.
INGRAM MCLEES,
Appellee.

FORCIBLE DETAINER.

ABSTRACT OF THE RECORD.

STATE OF ILLINOIS, } SS.
STEPHENSON COUNTY,

1 Pleas before the Hon. BENJAMIN R. SHELDON, Judge of the 14th Judicial Circuit of the state of Illinois, at a regular term of the Stephenson County Circuit Court, begun and held in pursuance of law, at the Court House, in the City of Freeport, in said County and Judicial Circuit aforesaid, on the first Monday in the month of September, A. D., 1859. Present,
HON. BENJAMIN R. SHELDON, Judge,
U. D. MEACHAM, States Attorney,
CHARLES F. TAGGART, Sheriff,
LUTHER W. GUTEAU, Clerk.

STATE OF ILLINOIS, } SS.
STEPHENSON COUNTY.

5 The complaint of David Seem, of the city of Freeport, in said County, who being duly sworn, upon his oath gives William Herbert, Esq., one of the Justices of the Peace of said County, to understand and be informed that on the twenty-sixth day of October, A. D., 1858, in the County aforesaid, he did demise and lease to Ingram McLees, of the place aforesaid, all that certain house and lot situate in the city of Freeport, in the county aforesaid, known and designated as follows: Lot number eight, (8) in block number fourteen, (14) in the city of Freeport, for and during the term of one month from said twenty-sixth day of October, 1858, and that the said Ingram McLees wilfully and without force after the expiration of said lease, held over and still continues in possession of the premises without the permission of the complainant, notwithstanding demand has been made in writing by the complainant upon the said Ingram McLees, to quit and deliver up possession thereof to him. Therefore he prays that the said Ingram McLees may be summoned to answer to the said complaint.

Subscribed and sworn before me the 11th day of August, A. D., 1859.

WILLIAM HERBERT, J. P. [SEAL.]

6 Thereupon summons was issued by said Justice, directed to the Sheriff or any Constable of said County, commanding him to summon the said Ingram McLees to appear before the said Justice to answer the said complaint of David Seem, complainant, which was done according to law, the complaint being heard by twelve lawful men summoned for that purpose, to appear before the said Justice, and on hearing the proofs and allegations of said parties,

found the defendant "guilty." It was therefore considered by the said Justice that the complainant, David Seem, recover and be restored to the possession of the tenement and possessions, particularly described and designated in said complaint, and that he have a writ of restitution therefor.

August 23d, 1859—supercedeas served upon said Justice by Elmer McDowell, Deputy Sheriff.

11 The following notice was filed in the Circuit Court of Stephenson county, Illinois, to wit: Take notice, that you, Ingram McLees be, and are hereby notified, that you are to quit and immediately to deliver up the premises or house and lot which you now occupy of me, situate in the city of Freeport, in the County of Stephenson, State of Illinois.

August 9, 1859.

DAVID SEEM.

On the back of said notice appears the following, to wit: Filed September 1st, 1859. L. W. Guiteau, Clerk. Served the within by reading the same to the said Ingram McLees, August 9, 1859.

And afterwards to wit: On the 14th day of September, A. D. 1859, at the regular September Term, A. D., 1859, of said Court, the following entry appears of record in this cause:

DAVID SEEM
vs.
INGRAM McLEES, } APPEAL.

Now, on this day, comes the said plaintiff, attorney pro-se, and files his notice of demand of possession.

To MR. INGRAM McLEES—*Sir*:—Take notice that I hereby demand that you quit and immediately deliver up possession of the house and lot you now occupy and hold of me, situate in the city of Freeport, in the county of Stephenson, and state of Illinois, being the same now occupied by you.

August 2nd, 1859.

DAVID SEEM.

On the back of said notice the following appears, to wit: Served the within by reading the same to the said Ingram McLees.

August 2d, A. D., 1859.

PETER BEAUMAN.

15 And afterwards, to wit: On the 13th day of December, A. D., 1859, one of the days of said December term of said Court, the following entry appears of record in said cause:

DAVID SEEM,
vs.
INGRAM McLEES, } APPEAL.

16 Now, on this day come the parties, and upon the issue joined for trial, put themselves upon the country. Thereupon comes also a jury of twelve good and lawful men, to wit: Ebenezer Stephens, and eleven others, which were sworn, and, after hearing the evidence, found the defendant not guilty. And the said plaintiff enters his motion for a new trial.

And afterwards, to wit: On the 16th day of January, A. D., 1860, one of the days of said December term of said Circuit Court, A. D., 1859, the following entry appears of record:

DAVID SEEM,
vs.
INGRAM McLEES, } APPEAL.

Now comes plaintiff, attorney pro-se, and files the affidavit of David C. Laird, and his reasons for a new trial in this cause.

To Mr. INGRAM McLEES—*Sir* :—Take notice that I hereby demand that you quit and immediately deliver up possession of the lands, tenements and possessions which you now hold of me, situated in the city of Freeport, in the county of Stephenson, being the same now occupied by you Mr. George White is hereby authorized to receive possession of said lands and tenements, or house and lot you now occupy.

Yours, &c.,

DAVID SEEM.

Dated the 25th day of July, A. D., 1859.

STATE OF ILLINOIS, } SS. In the Circuit Court of Stephenson County, of the December Term, A. D., 1859.

STEPHENSON COUNTY.

DAVID SEEM,

vs.

APPEAL.

17 INGRAM McLEES, } I, David C. Laird, a constable in and for said County and State aforesaid, being first duly sworn, doth dispose and say that he served the above annexed notice upon the defendant, Ingram McLees, by leaving a copy with the defendant, Ingram McLees, on the 25th day of July, A. D., 1859.

D. C. LAIRD.

Subscribed and sworn before me this 16th day of January, A. D., 1860.

JOHN COATES, Justice of Peace.

On the back of which appears the following indorsement, to wit: Executed the within notice by reading and leaving a copy of the same with the within named Ingram McLees, this 25th day of July, 1859. Fees 50 cents. D. C. Laird, Constable. Filed January 16, 1860. L. W. Guiteau, Clerk.

And afterwards, to wit: On the 25th day of January, A. D., 1860, one of the days of said December term, A. D., 1859, of said Court, the following entry appears of record in this cause to wit:

DAVID SEEM,

vs.

APPEAL.

INGRAM McLEES,

18 Now, on this day comes on to be heard the plaintiff's motion, attorney pro-se, for a new trial, which motion is overruled, to which ruling the plaintiff excepts; whereupon the said plaintiff prays an appeal. And it is ordered that the appeal be allowed, conditioned that said plaintiff file his appeal bond with the clerk of this Court in the sum of two hundred dollars, properly conditioned to defendant, with Jacob Mohr as security, within thirty days from the rising of Court.

And afterward, to wit: On the 4th day of February, A. D. 1860, one of the days of said December term, A. D., 1859, the following entry appears of record in this cause, to wit:

DAVID SEEM,

vs.

APPEAL.

INGRAM McLEES,

Now comes the plaintiff, attorney pro-se, and files his bill of exceptions in this cause—also his appeal bond.

STATE OF ILLINOIS, } In the Circuit Court of Stephenson County, Illinois, of the December Term, A. D., 1860.

STEPHENSON COUNTY.

DAVID SEEM,

vs.

FORCIBLE DETAINER.

INGRAM McLEES,

Be it remembered, that on the trial of said cause in said Circuit Court

of Stephenson county of the December term, A. D., 1859, the plaintiff, to maintain the issue on his part, gave in evidence a lease, being in the words and figures following, to wit :

19 This indenture, made this 26th day of October, in the year of our Lord, 1858, between David Seem, of the city of Freeport, county of Stephenson and state of Illinois, and Ingram McLees, of the same place—WITNESSETH :

That the said David Seem doth hereby demise and lease unto the said Ingram McLees, all that house and lot number (8), in block number (14), in the city of Freeport, in the county of Stephenson and state of Illinois, to hold, for the term of one month from the date thereof, yielding and paying therefor, monthly, on every first day of the month, unto the said David Seem, the sum of twelve dollars per month, or board, washing, and mending for the said David Seem, while he chooses to take said rent out in boarding, washing and mending, for the use of said premises above described. And the said Ingram McLees covenants and agrees to pay the said rent in the manner aforesaid, and to deliver up the premises to the said David Seem, or his attorney, peaceably and quietly at the end of said term, in as good condition as the same now are, reasonable wear and tear excepted; that he will not underlet the same, or any part thereof, nor make or suffer to be made any alterations therein without the consent of the owner.

Witness whereof the said parties have to this and one other Instrument, of the same tenor and date, interchangeably set their hands and seal the day and year first above written.

INGRAM MCLEES.

DAVID SEEM.

The plaintiff called Henry Snyder as a witness, who testified that he knew the premises and the defendant in the lease herein set forth, and that the defendant was in the occupancy of said premises, and knew the hand-writing of said defendant, and that the signature to the lease is said defendant's signature.

20 The plaintiff called Henry Settley as a witness, and offered in evidence a written notice to the defendant—said notice being as follows, to wit :

Take notice that you, Ingram McLees, be, and are hereby notified that you are to quit and immediately to deliver up the premises or house and lot which you now occupy of me, situate in the city of Freeport, in the county of Stephenson and state of Illinois.

DAVID SEEM.

August 9th, 1859,

The following indorsement appears on the back of said notice : "Served the within by reading the same to the said Ingram McLees. Filed September 1st, 1859." The defendant's counsel objected to said notice going to the jury. Objection sustained by the Court; and notice refused by the Court to be given to the jury, to which the plaintiff excepted. The witness, Settley, testified that the plaintiff, on the day said notice was dated, and before the commencement of this suit, read the notice; did not leave a copy with the defendant, as the witness knew of; said witness knew the premises and the defendant in the lease herein set forth; and the defendant was in the occupancy of said premises after said notice was served on said defendant as aforesaid; and that said defendant told the said witness, Settley, that he, the said defendant, would not leave the said premises until he got ready.

The plaintiff then asked the Court to give the jury the following instructions, No. 1, 2, 3, &c., which the clerk of said Court says are lost. See clerk's certificate, page 23.

The defendant's counsel asked the Court to give the following instructions No. 1. Lost. See clerk's certificate, page 23.

The plaintiff's reasons upon which his motion for a new trial was based, filed with the clerk. Lost. See clerk's certificate, page 23.

The jury then retired to consider of their verdict, and returned into Court with a verdict of "not guilty."

21 The plaintiff thereupon moved the Court for a new trial in said cause, and for the following reasons, to wit, which were filed and lost. See clerk's certificate, page 23. And also an affidavit with a certain notice annexed thereto, with the following indorsement on it. See page 17.

Which motion the Court overruled, and upon which the plaintiff excepted and prayed that his bill of exceptions might be signed, sealed and made a part of the record herein; and it was done so accordingly.

BENJAMIN R. SHELDON. [SEAL.]

On the back of which bill of exceptions appears the following indorsement, to wit: "Filed February 4th, 1860. L. W. Guiteau, Clerk."

22 And afterwards, to wit, a bond was filed, properly conditioned, signed and
23 sealed by David Seem, and Jacob Mohr. Filed February 4th, 1860.

L. W. GUITEAU, Clerk.

STATE OF ILLINOIS, } SS.
Stephenson County.

I, Luther W. Guiteau, Clerk of the Circuit Court of said Stephenson County, in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the record of the judgment, and of all the proceedings had in the above entitled cause in said Court, wherein David Seem is plaintiff and Ingram McLees is defendant, except the instructions of the plaintiff and defendant, (to the jury) and also except the grounds for new trial, they not being found among the files, as the same appears of the records and files of my office.

Witness: Luther W. Guiteau, clerk of said Court, and the seal of said Court at Freeport, in said County, this 15th day of March, A. D., 1860.

Attest: L. W. GUITEAU, Clerk.

By THOS. NORTH, Deputy.

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Seem

as

McLees

Abstract

Filed Apr. 5, 1860

C. H. Leland
Clerk

IN THE SUPREME COURT OF ILLINOIS,

APRIL TERM OF THE THIRD GRAND DIVISION, A. D., 1860.

DAVID SEEM,
Appellant.
vs.
INGRAM McLEES,
Appellee.

APPEAL FROM STEPHENSON CO.
FORCIBLE DETAINER.

ABSTRACT OF THE RECORD.

STATE OF ILLINOIS, } SS.
STEPHENSON COUNTY,

- 1 Pleas before the Hon. BENJAMIN R. SHELDON, Judge of the 14th Judicial Circuit of the state of Illinois, at a regular term of the Stephenson County Circuit Court, begun and held in pursuance of law, at the Court House, in the City of Freeport, in said County and Judicial Circuit aforesaid, on the first Monday in the month of September, A. D., 1859. Present,
HON. BENJAMIN R. SHELDON, Judge,
U. D. MEACHAM, States Attorney,
CHARLES F. TAGGART, Sheriff.
LUTHER W. GUTEAU, Clerk.

STATE OF ILLINOIS, } SS.
STEPHENSON COUNTY.

- 5 The complaint of David Seem, of the city of Freeport, in said County, who being duly sworn, upon his oath gives William Herbert, Esq., one of the Justices of the Peace of said County, to understand and be informed that on the twenty-sixth day of October, A. D., 1858, in the County aforesaid, he did demise and lease to Ingram McLees, of the place aforesaid, all that certain house and lot situate in the city of Freeport, in the county aforesaid, known and designated as follows: Lot number eight, (8) in block number fourteen, (14) in the city of Freeport, for and during the term of one month from said twenty-sixth day of October, 1858, and that the said Ingram McLees wilfully and without force after the expiration of said lease, held over and still continues in possession of the premises without the permission of the complainant, notwithstanding demand has been made in writing by the complainant upon the said Ingram McLees, to quit and deliver up possession thereof to him. Therefore he prays that the said Ingram McLees may be summoned to answer to the said complaint.

DAVID SEEM.

Subscribed and sworn before me the 11th day of August, A. D., 1859.

WILLIAM HERBERT, J. P. [SEAL.]

- 6 Thereupon summons was issued by said Justice, directed to the Sheriff or any Constable of said County, commanding him to summon the said Ingram McLees to appear before the said Justice to answer the said complaint of David Seem, complainant, which was done according to law, the complaint being heard by twelve lawful men summoned for that purpose, to appear before the said Justice, and on hearing the proofs and allegations of said parties,

found the defendant "guilty." It was therefore considered by the said Justice that the complainant, David Seem, recover and be restored to the possession of the tenement and possessions, particularly described and designated in said complaint, and that he have a writ of restitution therefor.

August 23d, 1859—supercedeas served upon said Justice by Elmer McDowell, Deputy Sheriff.

- 11 The following notice was filed in the Circuit Court of Stephenson county, Illinois, to wit: Take notice, that you, Ingram McLees be, and are hereby notified, that you are to quit and immediately to deliver up the premises or house and lot which you now occupy of me, situate in the city of Freeport, in the County of Stephenson, State of Illinois.

August 9, 1859.

DAVID SEEM.

On the back of said notice appears the following, to wit: Filed September 1st, 1859. L. W. Guiteau, Clerk. Served the within by reading the same to the said Ingram McLees, August 9, 1859.

And afterwards to wit: On the 14th day of September, A. D. 1859, at the regular September Term, A. D., 1859, of said Court, the following entry appears of record in this cause:

DAVID SEEM

vs.

INGRAM McLEES,

} APPEAL.

Now, on this day, comes the said plaintiff, attorney pro-se, and files his notice of demand of possession.

To MR. INGRAM McLEES—*Sir*:—Take notice that I hereby demand that you quit and immediately deliver up possession of the house and lot you now occupy and hold of me, situate in the city of Freeport, in the county of Stephenson, and state of Illinois, being the same now occupied by you.

August 2nd, 1859.

DAVID SEEM.

On the back of said notice the following appears, to wit: Served the within by reading the same to the said Ingram McLees.

August 2d, A. D., 1859.

PETER BEAUMAN.

- 15 And afterwards, to wit: On the 13th day of December, A. D., 1859, one of the days of said December term of said Court, the following entry appears of record in said cause:

DAVID SEEM,

vs.

INGRAM McLEES,

} APPEAL.

- 16 Now, on this day come the parties, and upon the issue joined for trial, put themselves upon the country. Thereupon comes also a jury of twelve good and lawful men, to wit: Ebenezer Stephens, and eleven others, which were sworn, and, after hearing the evidence, found the defendant not guilty. And the said plaintiff enters his motion for a new trial.

And afterwards, to wit: On the 16th day of January, A. D., 1860, one of the days of said December term of said Circuit Court, A. D., 1859, the following entry appears of record:

DAVID SEEM,

vs.

INGRAM McLEES,

} APPEAL.

Now comes plaintiff, attorney pro-se, and files the affidavit of David C. Laird, and his reasons for a new trial in this cause.

To MR. INGRAM McLEES—*Sir* :—Take notice that I hereby demand that you quit and immediately deliver up possession of the lands, tenements and possessions which you now hold of me, situated in the city of Freeport, in the county of Stephenson, being the same now occupied by you Mr. George White is hereby authorized to receive possession of said lands and tenements, or house and lot you now occupy.

Yours, &c.,

DAVID SEEM.

Dated the 25th day of July, A. D., 1859.

STATE OF ILLINOIS, } SS. In the Circuit Court of Stephenson County, of the December Term, A. D., 1859.

STEPHENSON COUNTY.

DAVID SEEM,

vs.

} APPEAL.

17 INGRAM McLEES, } I, David C. Laird, a constable in and for said County and State aforesaid, being first duly sworn, doth dispose and say that he served the above annexed notice upon the defendant, Ingram McLees, by leaving a copy with the defendant, Ingram McLees, on the 25th day of July, A. D., 1859. D. C. LAIRD.

Subscribed and sworn before me this 16th day of January, A. D., 1860. JOHN COATES, Justice of Peace.

On the back of which appears the following indorsement, to wit: Executed the within notice by reading and leaving a copy of the same with the within named Ingram McLees, this 25th day of July, 1859. Fees 50 cents. D. C. Laird, Constable. Filed January 16, 1860. L. W. Guiteau, Clerk.

And afterwards, to wit: On the 25th day of January, A. D., 1860, one of the days of said December term, A. D., 1859, of said Court, the following entry appears of record in this cause to wit:

DAVID SEEM,

vs.

} APPEAL.

INGRAM McLEES,

18 Now, on this day comes on to be heard the plaintiff's motion, attorney pro-se, for a new trial, which motion is overruled, to which ruling the plaintiff excepts; whereupon the said plaintiff prays an appeal. And it is ordered that the appeal be allowed, conditioned that said plaintiff file his appeal bond with the clerk of this Court in the sum of two hundred dollars, properly conditioned to defendant, with Jacob Mohr as security, within thirty days from the rising of Court.

And afterward, to wit: On the 4th day of February, A. D. 1860, one of the days of said December term, A. D., 1859, the following entry appears of record in this cause, to wit:

DAVID SEEM,

vs.

} APPEAL.

INGRAM McLEES,

Now comes the plaintiff, attorney pro-se, and files his bill of exceptions in this cause—also his appeal bond.

STATE OF ILLINOIS, } In the Circuit Court of Stephenson County, Illinois, of the December Term, A. D., 1860.

STEPHENSON COUNTY.

DAVID SEEM,

vs.

} FORCIBLE DETAINER.

INGRAM McLEES,

Be it remembered, that on the trial of said cause in said Circuit Court

of Stephenson county of the December term, A. D., 1859, the plaintiff, to maintain the issue on his part, gave in evidence a lease, being in the words and figures following, to wit:

This indenture, made this 26th day of October, in the year of our Lord, 1858, between David Seem, of the city of Freeport, county of Stephenson and state of Illinois, and Ingram McLees, of the same place—WITNESSETH:

That the said David Seem doth hereby demise and lease unto the said Ingram McLees, all that house and lot number (8), in block number (14), in the city of Freeport, in the county of Stephenson and state of Illinois, to hold, for the term of one month from the date thereof, yielding and paying therefor, monthly, on every first day of the month, unto the said David Seem, the sum of twelve dollars per month, or board, washing, and mending for the said David Seem, while he chooses to take said rent out in boarding, washing and mending, for the use of said premises above described. And the said Ingram McLees covenants and agrees to pay the said rent in the manner aforesaid, and to deliver up the premises to the said David Seem, or his attorney, peaceably and quietly at the end of said term, in as good condition as the same now are, reasonable wear and tear excepted; that he will not underlet the same, or any part thereof, nor make or suffer to be made any alterations therein without the consent of the owner.

Witness whereof the said parties have to this and one other Instrument, of the same tenor and date, interchangeably set their hands and seal the day and year first above written.

INGRAM MCLEES.
DAVID SEEM.

The plaintiff called Henry Snyder as a witness, who testified that he knew the premises and the defendant in the lease herein set forth, and that the defendant was in the occupancy of said premises, and knew the hand-writing of said defendant, and that the signature to the lease is said defendant's signature.

20 The plaintiff called Henry Settley as a witness, and offered in evidence a written notice to the defendant—said notice being as follows, to wit:

Take notice that you, Ingram McLees, be, and are hereby notified that you are to quit and immediately to deliver up the premises or house and lot which you now occupy of me, situate in the city of Freeport, in the county of Stephenson and state of Illinois.

DAVID SEEM.

August 9th, 1859,

The following indorsement appears on the back of said notice: "Served the within by reading the same to the said Ingram McLees. Filed September 1st, 1859." The defendant's counsel objected to said notice going to the jury. Objection sustained by the Court; and notice refused by the Court to be given to the jury, to which the plaintiff excepted. The witness, Settley, testified that the plaintiff, on the day said notice was dated, and before the commencement of this suit, read the notice; did not leave a copy with the defendant, as the witness knew of; said witness knew the premises and the defendant in the lease herein set forth; and the defendant was in the occupancy of said premises after said notice was served on said defendant as aforesaid; and that said defendant told the said witness, Settley, that he, the said defendant, would not leave the said premises until he got ready.

The plaintiff then asked the Court to give the jury the following instructions, No. 1, 2, 3, &c., which the clerk of said Court says are lost. See clerk's certificate, page 23.

The defendant's counsel asked the Court to give the following instructions
No. 1. Lost. See clerk's certificate, page 23.

The plaintiff's reasons upon which his motion for a new trial was based,
filed with the clerk. Lost. See clerk's certificate, page 23.

The jury then retired to consider of their verdict, and returned into
Court with a verdict of "not guilty."

21 The plaintiff thereupon moved the Court for a new trial in said cause, and
for the following reasons, to wit, which were filed and lost. See clerk's cer-
tificate, page 23. And also an affidavit with a certain notice annexed there-
to, with the following indorsement on it. See page 17.

Which motion the Court overruled, and upon which the plaintiff excepted
and prayed that his bill of exceptions might be signed, sealed and made a
part of the record herein ; and it was done so accordingly.

BENJAMIN R. SHELDON. [SEAL.]

On the back of which bill of exceptions appears the following indorsement,
to wit: "Filed February 4th, 1860. L. W. Guiteau, Clerk."

22 And afterwards, to wit, a bond was filed, properly conditioned, signed and
23 sealed by David Seem, and Jacob Mohr. Filed February 4th, 1860.

L. W. GUTTEAU, Clerk.

STATE OF ILLINOIS, } SS.
Stephenson County.

I, Luther W. Guiteau, Clerk of the Circuit Court of said Stephenson
County, in the State of Illinois, do hereby certify that the foregoing is a
true and correct copy of the record of the judgment, and of all the proceed-
ings had in the above entitled cause in said Court, wherein David Seem is
plaintiff and Ingram McLees is defendant, except the instructions of the
plaintiff and defendant, (to the jury) and also except the grounds for new
trial, they not being found among the files, as the same appears of the rec-
ords and files of my office.

Witness : Luther W. Guiteau, clerk of said Court, and the seal of said
Court at Freeport, in said County, this 15th day of March, A. D., 1860.

Attest: L. W. GUTTEAU, Clerk.

By THOS. NORTH, Deputy.

Seam

no
McRees

Abstract

Filed Apr. 5, 1860

L. Leland
Clerk

STATE OF ILLINOIS—THIRD GRAND DIVISION.

Supreme Court thereof, April term, 1860.

DAVID SEEM, APPELLANT,
vs.
INGRAM McLEES, APPELLEE, } *Forcible Detainer.*

Appellant's brief of authorities and points in said cause.

In the absence of custom or of a contract between landlord and tenant, in reference to notice to quit, it is not necessary to give a month's, or a week's notice in order to terminate an ordinary monthly or weekly tenancy.

Chitty vol. 1. Chitty on practice, page 571.

Chitty on contract, page 354.

In general, in determining the sufficiency of a notice, the Court will enquire whether the party was misled by the defect of such notice.

Bander vs. Covell.

After appearance and defence made, it is too late to object to the notice.

Marshall vs. Byram, 1 Bibb. 341.

Miller vs. Commonwealth, 1 B. 404.

Winston vs. Overseers of the poor, 4 Cale 357.

Vickroy vs. Skelly, 14 & 2 R. 372.

Rowley vs. Stoddard, 7 Johnson, 207.

2nd. The Court will notice from the Justice's manuscript that no objections were made to the plaintiff's notice, at the trial of said cause before the Justice, but the defendant appeared, and plead to the merits of the cause, thereby waving the right, to subsequent objections to the Plaintiff's notice. The rule is well settled as well by courts of equity as of common law that the party notified should come in the first instance to avail himself of his rights, and not allow the other party to proceed to incur expenses. *Consensus tollit errorem* is a maxim of the common law, and the dictate of common sense.

Broom's Legal Maxims, page 122.

Where a legal notice has not been given, the Court will not presume such notice from the fact that the party entitled to such notice comes in

to Court and moves to dismiss the cause. But if the party to whom notice should have been given, proceeds in the cause by pleading to the merits, or by doing any other act to admit notice, the Court will presume such notice.

Bonney vs. Baldwin, 3 Miss. 49.

Where a notice, which is the act of the parties, and not of their counsel, is general, it is to be favorably expounded.

Whatever puts a party on enquiry, that would result in his obtaining full information, is a notice.

Lodge vs. Simontan, 2 Pennsylv. 439.

Barns vs. McClinton, 3 ib 67.

Notice to quit, provided they be so worded that the tenant cannot mistake the object for which it was given, have by Courts always been construed liberally. And the rule stands for authority, and recognized by elementary writers and Courts, that statutes on notices are construed liberally, and not strictly.

Doe vs. Knightley 7 T. R. 63.

Doed vs. Cullped, 4 D. and R. 248: (15 E. C. R. 202) 4 Esp. 181.

Smith Land and tenant, page 312, American notes.

Doed Mathews vs. Jackson, 1 Doug. 175.

Poole vs. Warren, 8 A. & E. 582.

Page vs. Moore, 15 Q. B. 684 (69 E. C. R. 684.)

The Court will observe from the abstracts of this cause, that the defendant was not only personally served with a written notice which was plain, explicit, positive, and direct, making it impossible for the defendant to have been misled in the notice served upon him, but was also served by copy. See page 3, abstract, or record page 17, and also page 2 abstract, or record page 11, and under such circumstances, the presumption is irresistible that this notice to quit was fairly, clearly and intelligently given to the defendant, and received by him without any objections thereto made at the time of service, and the defendant appeared before the Justice, and answered by pleading to the merits of the case, without interposing objections to the plaintiff's notice, and the Court will observe from the Justice's transcript who is bound by the statutes to keep record of all the proceedings had before him. Record page 8 & 9, that no objections were made by the defendant to the plaintiff's notice, neither by plea or other wise, and for such neglect, waved right to subsequent objections to said notice, his appearance before the his Justice, and pleading is prima facie evidence of admission and acquiescence.

A notice to quit at a certain time is admissible, as evidence that the tenancy commenced that period, if the notice was served personally on the tenant, and if he made no objection to the time of quitting mentioned in the notice. The circumstances of his not making such an objection has been considered as prima facie evidence of admission and acquiescence. In this cause no objections were made to the plaintiff's

notice at the time the defendant was personally served, nor before the Justice at the trial of said cause. The Court below committed, as we insist, an error in refusing the plaintiff's notice to go to the Jury in the trial of said cause, which was the turning point in the case.

Phillipps on evidence, vol. 1, page 443.

Doed. Lusestor vs. Beggs, 2 Taunt, 109.

Doed, Baker vs. Woombwell, 2 Camp. 559.

Rev. Statutes, 1845, page 256, Sec 1. This statute requires that demand shall be made in writing by the the person entitled to the premises.

Justice Lockwood observes in a case, Wells vs. Hogan, Breese's rep. page 264, that the proceedings under the statute for forcable entry and detainer, being summary and contrary to the course of the common Law, must strictly conform to the requisitions of the statutes. We insist that we have followed statutes in all its intents and purposes, as will appear from the proceedings in the cause.

The manner in which the notice shall be given to the tenant, is a question as to whether a delivery shall be made of the notice; this statute is unlike other statutes upon notices, which are express and directory, where notice is to be given by copy, they direct it to be done so, but by this statute it doth not,

But the Court will observe from the record, page 17, that the defendant was served by a copy, as well as personally, by reading a notice to him, and under such circumstances, the right of the tenant could not have been prejudiced for a want of notice to quit.

We insist that the plaintiff's notice to the tenant was a demand in writing as provided by statute, and the Court below erred in refusing the notice to go to the jury.

But if the Court should hold that it was not a legal notice, then the appellant insist that the appellee waved all objections thereto, when the notice was personally served upon the defendant to quit the premises, and by appearing before the Justice, and pleading to the merits of the cause.

We wish to call the attention of the Court specially, to the fact that no objections were made to the spellant's notice, neither at the time of service, nor before the Justice; but the appellee appeared there personally, and represented by two lawyers, and plead to the merits of the cause. The authorities above cited, fully establish the doctrine, that after appearance and defence made, it is too late to object to the notice.

We therefore ask that this Hon. Court may reverse, and set aside, the judgment of the Court below, and remand for a re-hearing.

D. SEEM,
Attorney Pro Se.

*Appellant's notice is not entitled to notice to quit thereby no process 2 called only
Dec. 1845 vs. Parker*

was so held by this Court in several cases 12 Dec 1845

40 121-121

David Seem

vs

Ingram McKee
Plaintiff's Brief

Filed April 24, 1840

L. L. Seem
Clerk

David Seem
Atty. for

SUPREME COURT.

THIRD GRAND DIVISION—APRIL TERM, 1860.

DAVID SEEM, Appellant,

vs.

INGRAM McLEES, Appellee.

} Appeal from the Stephenson
County Circuit Court.

BRIEF AND ARGUMENT OF COUNSEL FOR APPELLEE.

STATEMENT OF CASE.

The Appellant, on the 18th day of August, A. D. 1859, filed his complaint with a Justice of the Peace of Stephenson County, against the appellee, for a forcible detainer of certain premises situated in the city of Freeport, and afterwards obtained a judgment of restitution before the Justice. The defendant appealed to the Stephenson County Circuit Court, and a new trial was had at the December term, A. D. 1859. The plaintiff failed to make proof of "a demand in writing for the possession," and the defendant rested his case without offering any evidence, asking a single instruction. The jury returned a verdict in favor of defendant. The plaintiff made a motion for a new trial, and filed the affidavit of D. C. Laird in support of the motion. The Court overruled the motion and rendered judgment on the verdict. The plaintiff then appealed to this Court.

BRIEF AND ARGUMENT.

The counsel for the appellee insist that the plaintiff was not entitled to a verdict in his favor, or new trial.

I.

Before commencing his suit, the plaintiff should have made a demand in writing for the possession of the premises.

R. S. (Scates Ed.) page 521, § 1.

Prickett v. Ritter, 16 Ill., 96.

In reviewing the proceedings and judgment of the Court below, the question will be presented for the first time for the adjudication of this Court: How, in an action for forcible detainer, should the demand for possession required by the statute, be made? What is the proper service of such demand? It appears from the testimony of the witness Settley, and from the endorsement on the paper referred to by the witness, a copy of which is set out on page of plaintiff's abstract, that the demand attempted to be proved, and ruled out by the Court, was made by the plaintiff's reading to the defendant from the paper without delivering to or leaving with the defendant the paper or a copy of it. The Court below ruled that a demand in writing must be served by delivering to, or leaving with, the person on whom the demand is to be made, the paper itself or a copy of it. The plaintiff failing to make, or offer to make, proof of such a demand, the Court refused to permit the paper to be read to the jury as evidence of the statutory demand.

It seems hardly necessary to urge that as a demand in writing could not be made by an *oral* request for possession, a demand which came to a person, communicated by the organs of speech and addressed to his ear, though read from a paper, would not be to him a demand in writing. The *demand* would be the same whether the plaintiff recited from memory, or to assist his recollection read a form written out; in either case it would be a verbal demand.

II.

No sufficient reasons were presented for a new trial. The affidavit filed in support of the motion discloses no newly discovered evidence, or any diligence in seeking to obtain such evidence. Both should appear when a new trial is sought, for the purpose of introducing additional testimony.

Crosier v. Cooper, 14 Ill., 141.

Schlencher et al v. Risley, 3 Scam., 483.

The plaintiff filed, during the pendency of the motion, the affidavit of D. C. Laird, which shows that the plaintiff, on the 25th day of July, A. D. 1859, served upon the defendant a demand or notice to quit the possession of the premises, by leaving a copy of the paper with the defendant. There is nothing, however, to show why the affiant Laird was not produced as a witness or proof of service of the paper made on trial. It is not newly discovered evidence, and if it would have been of any benefit to the plaintiff, he would have availed himself of it at the trial.

III.

Under the peculiar terms and phraseology of the lease, the defendant, by continuing to occupy the premises without objection from the plaintiff, for a period of several months, became a tenant from month to month, and was entitled to one month's notice to quit, before a demand for possession is made.

Prickett v. Ritter, 16 Ill., 96.

Hunt v. Mason, 18 Ill., 75.

If offered as evidence of notice to quit, it would have been entirely insufficient. The defendant, by the terms of the lease, was to pay the rent "monthly on every first day of the month," and the plaintiff had the option to board with defendant, calling ninety meals a month.

The parties contemplated that the defendant might continue to occupy after the first month, and specified the times and manner of payment. The defendant occupied the premises without objection, up to the time of serving this notice. Where a tenancy from month to month arises, the notice to quit should be served a month previous to the day specified in the notice for quitting, and should mention the exact day when the month ends.

Taylor, Landlord and Tenant, § 477.

The defendant in this case, entered on the 26th day of October, and the notice served on the 25th of July, should have been to quit on the 26th day of August, A. D. 1859, which time was subsequent to the commencement of this suit.

The Court will observe that the plaintiff's abstract contains a number of papers and notices that the Clerk of the Circuit Court has endorsed "filed," but which do not properly belong to the record, and are no part of the Bill of Exceptions, and never constituted any part of the testimony in the case offered or proved. The notice marked "A" dated August 9, 1859, was the *notice* offered by the plaintiff in evidence, and it was ruled out by the Court. The Lease was the only *paper* admitted in evidence.

BURCHARD & BARTON,
Attorneys for Appellee.

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David ³⁸ Seem

Graham McLea

Bring of appeller

Filed April 25, 1880

L. Leland
Clerk

In the Supreme Court of Illinois
Of the April Term A.D. 1860
Third Grand Division -

David Seem
Appellant

Ingram McLees
Appellee

Forceable Detainer

The Plaintiff Atty pro se
assigns the following errors to the record
aforesaid

1st The court below erred in refusing a certain
notice in writing to go to the Jury as evidence

2nd The court below erred in refusing and over-
ruling the motion for a new trial in said cause -

3rd The court erred in refusing to admit as evidence
the affidavit of David C. Saine setting forth the
fact, that the Defendant in this suit was served
by a written notice and leaving a copy with said
Defendant

4th The court below erred in refusing to give to the
Jury the instructions asked by the Plaintiff, to-
wiz 1, 2, 3 &c

5th And there are other manifest errors in the record
and Judgment of the court below, and therefore this
Complainant prays that said Judgment may
be reversed, set aside, and rendered void

David Seem Atty
Pro Se

And now comes the said Appellee
by ~~Brudenell & Baston~~ atty and says
there is no error in the record
& proceedings aforesaid

Brudenell & Baston
Appellee Atty

Page 1

State of Illinois }
Stephenson County }

Heas Before the Hon Benjamin R. Sheldon Judge of the 14th Judicial Circuit of the State of Illinois at a Regular Term of the Stephenson County Circuit Court begun and held (in pursuance of law) at the Court House in the City of Freeport in the County and Judicial Circuit aforesaid on the first Monday in the month of September in the Year of our Lord one Thousand Eight Hundred and Fifty Nine -

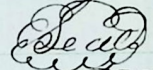
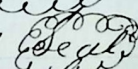
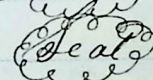
Present - Hon Benjamin R. Sheldon Judge
W. D. Meacham State Attorney
Charles E. Gaggart - Sheriff
Suther W. Guitman - Clerk

Be It Remembered that heretofore to wit: - on the 20th day of August 1859 of said September Term of said Court the following Appeal Bond was filed & approved in said Court to wit: -

Know all men by these presents that we Lyman M. Lee, Horatio C. Burchard & Jacob Reigard are held and firmly bound unto David Sum in the penal sum of one hundred and Twenty Dollars Lawful money of the United States for the payment of which well and truly to be made We Bind ourselves our heirs and Administrators jointly severally and firmly by these presents. Witness our Hands and seals this 20 day of August 1859 -

The condition of the above obligation is such that Whereas the said David Sum did on the 18th day of August A.D. 1859 before William Herbert a Justice of the Peace for the County of Stephenson recover a Judgment against the above Bounden Lyman M. Lee in an action for a forcible detainer

wherein said David Sum was plaintiff and Ingram
 McLee Defendant for said plaintiff to have restitution
 of the premises described in the complaints therein
 and for costs taxed at the sum of Eighteen Dollars and
 seventy nine cents, from which Judgment the said
 Ingram McLee has taken an appeal to the Circuit
 Court of the County of Stephenson aforesaid and
 State of Illinois. Now if the said Ingram McLee
 shall prosecute his appeal with effect and shall
 pay whatever Judgment may be rendered by the
 Court upon dismissal or trial of said Appeal to-
 gether with all costs becoming due if any from
 the commencement of said Suit until the final
 determination thereof then the above obligation to
 be void otherwise to remain in full force and effect

Ingram McLee 
 Horatio C. Burdick 
 J. Reigard 

On the Back of which Appeal Bond appears the
 following endorsement to wit: "Filed & Approved this
 20th day of August 1854 - S. W. Guiteau Clerk"

Be It Remembered that heretofore to wit: - on the 20th day of August A.D. 1859 of said September Term of said Court A.D. 1859. the following Supersedeas was issued out of said Court to wit: -

State of Illinois 2nd
Stephenson County 3rd The People of the State of Illinois
To William Herbert Esquire one
of the Justices of the Peace, and — a Constable in
and for said County - Greeting: - Whereas in a certain
cause lately pending before you the said Justice of
Peace wherein David Sam is Plaintiff and Ingram
McLus is Defendant, Judgment has been given by you
against the said Ingram McLus as it is said from
which judgment an appeal has been taken by the
said Ingram McLus to the Circuit Court of said County
and a Bond duly approved and filed in the office
of the clerk of said Circuit Court: - Therefore We Com-
mand and Enjoin you the said Justice of the Peace
and Constable to suspend all further proceedings on
said Judgment and cease from further molesting
the said Ingram McLus on occasion thereof until
the further order of said Circuit Court and that
you make return to this Court a Transcript of all
the proceedings had before you together all the papers
in said cause - Witness Luther W. Guillean Clerk of
said Court and the seal thereof at Freeport in said
County this 20th day of August A.D. 1859
E. Seal J. W. Guillean Clerk

on the back of which Supersedeas appears the follow-
ing endorsement to wit: -

State of Illinois 2nd
County 3rd I have duly served this writ
by reading the same to William Herbert and handing

Page 4 him a true copy of the same this 22nd day of August
A.D. 1859
Fees - Service 50 - Mileage 1.00 - Return 10 - 1 copy 50 - \$ 2.10 -

And also on the same day to wit: - the 20th day of August
A.D. 1859 the following Summons was issued out of
the said Court to wit: -

State of Illinois
Stephenson County
The People of the State of Illinois
to the Sheriff of said County -
Greeting - We Command you to summon David Seem
if he be found in your County personally to be and
appear before the Circuit Court of said County of
Stephenson on the first day of the next term thereof
to be holden at the Court House in the City of
Freeport in said County on the first Monday in
the month of September next to answer unto
Ingram M. Lee in an Appeal - and have you
then and there this writ with an endorsement
therein in what manner you shall have executed
the same - Witness Luther H. Guitman Clerk of our
said Circuit Court and the seal of said Court at
Freeport in said County this 20th Day of August A.D.
1859 -

Seal

Attest J. M. Guitman - Clerk

On the Back of Which Summons appear the following
Endorsement to wit: - "Served the within by reading the
same to the within named David Seem this 20 day
of August 1859. C. F. Taggart Shff
Service 50 - Mileage 05 - Return - 10 - 65

And afterwards to wit: - on the 1st day of September A.D. 1859 the Plaintiff David Sumner came and ^{was filed} ~~filed~~ the following affidavit in said Court to wit:

State of Illinois ²⁰³
Stephenson County ²⁰³ The complaint of David Sumner of the City of Freeport in said County who being duly sworn upon his oath gives William Herbert Esq. one of the Justices of the Peace of said County to understand and be informed that on the twenty six day day of October A.D. 1858 in the County aforesaid he did demise & Lease to Ingram McLees of the place aforesaid all that certain house and Lot situate in the City of Freeport in the County aforesaid known and designated as follows: Lot Number Eight (8) in Block Number fourteen (14) in the City of Freeport for and during the term of one month from said Twenty six day of October 1858 and that the said Ingram McLees wilfully and without force after the expiration of the said Lease held over and still continues in possession of the premises without the permission of this Complainant notwithstanding demand has been made in writing by this Complainant upon the said Ingram McLees to quit and deliver up possession thereof to him - Therefore he prays that the said Ingram McLees may be summoned to answer to the said Complaint

David Sumner

Subscribed and sworn before

me the 11th Day of August A.D. 1859

William Herbert J. P. Seal

On the Back of which appears the following endorsement to wit: "filed Sept. 1. 1859. L. W. Guilford Clerk"

And on the same day prior the 1st day of September A.D. 1859 the following Summons was filed in said Court in said cause to-wit:—

State of Illinois
Stephenson County

The People of the State of Illinois
To the Sheriff or any constable
of the said County. Whereas complaint has been made
before William Herbert Esq one of the Justices of the
Peace of said County that David Seem on the 26th
day of October A.D. 1858 at Freeport in the County a-
foresaid did lease @ certain House and Lot
to Sylvan McLee in said County situate and
known & designated as follows to-wit: Lot number
Eight (8) in Block number fourteen (14) in the City of
Freeport pr and during the Term of one month from
said twenty six day of October 1858 and that the
said Sylvan McLee wilfully and without force
after the expiration of said Lease held and still
continues in possession of the said premises with-
out permission of this Complainant notwithstanding
Demand has been made in writing by this Com-
plainant upon the said Sylvan McLee to Quit
and deliver up possession thereof to him—Therefore
prays that said Sylvan McLee may be summoned
to answer to the said Complaint—

Now therefore command you to summon the said
Sylvan McLee to appear before the said Justice
at his Office in Orangeville in said County on the
18th day of August A.D. 1859 at 9 o'clock A.M.
to answer the said Complaint and have you
then and there have this writ precept Hereof fail
not at your peril— Given under the hand and seal
of said Justice the 11th day of August A.D. 1859

William Herbert J. P. Seal

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On the Back of which summons appears the following
Endorsement to wit: "Filed Sept 1. 1859. S. M. Guitreau M.
also "Served the within by reading the same to Ingram M. Lee
"on the 11th day of Aug^r 1859, Henry Bettley, City Marshal On
And on the same day to wit: the 1st day of Sept^r 1859
A.D. 1859 the following Transcript was filed in said
Court to wit: -

State of Illinois } In Justice Court before
Stephenson County } William Herbert J. P.

David Seem }
vs }
Ingram M. Lee } Stephenson County ss

Be It Remembered that on the
Eleventh day of August 1859 at Orangeville in said
County David Seem complains to me William Herbert
One of the Justices of the Peace in and for said County
that on the 26th day of October A.D. 1858 in the County
aforesaid he did demise and lease to Ingram M. Lee
all that certain house and lot situate in the City
of Freeport in the County aforesaid known and des-
~~cribed~~^{figured} as follows. Lot number Eight (8) in Block number
fourteen (14) in the City of Freeport for and during the
term of one month from said 26th day of October 1858
and that the said Ingram M. Lee wilfully and
without force after the expiration of the said lease
held over and still continues in possession of the
premises without the permission of this Complainant
notwithstanding demand has been made in writing
by this Complainant upon the said Ingram M. Lee
to quit and deliver up possession thereof to him -
Whereupon the said David Seem on the 11th day
of August 1859 prayed of me being a Justice aforesaid
to issue a summons in this behalf. And I having

heard the said complaint and prayer did thereupon issue @ summons in the name of the People of Illinois directed to the Sheriff or any constable of said County requiring him or them to summon the said Ingram M. Lee to appear before me at my office in Grayville on the 18th day of August A.D. 1859 at nine O'clock A.M. which was duly returned with an endorsement thereon signed by Berry Settle City Marshall as follows:—Served the within by reading the same to Ingram M. Lee on the 11th day of August 1859. fees 90 cents. And on the said 11th day of August 1859 I issued a precept for @ jury to Benjamin Neese Constable. commanding him to ~~summon~~ summon @ jury of twelve good and lawful men of the County to appear before me at the return of the said summons to hear and try the said complaint which was returned by the said Constable with @ list of the names of the jurors on the Back thereof and certified by him— And on the Eighteenth day of August 1859 in pursuance of the said summons personally appeared before me as well the said Ingram M. Lee as the said David Sum. and the said Complaint having been presented to the said Ingram M. Lee he by counsel entered plea of former suit in bar and the jurors of the jury summoned as aforesaid having been called tried and sworn did sit together before me and hear the proofs and allegations of said parties which were delivered publicly in their presence and after hearing the said proofs and allegations. The jury were kept together in @ convenient place by the said Constable until they had agreed on their verdict. and the said jury having agreed on their verdict. come into Court and delivered the same publicly and thereby found the said Ingram M. Lee guilty in manner and

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from as set forth in the complaint -

It is therefore considered by me the said Justice that the said David Seem recover and be restored to the possession of the tenement and possessions particularly described and designated in said complaint and that he have a Writ of Restitution therefore; and it is further considered that he recover against the said Ingram McLus the sum of Eighteen Dollars (\$18) and Sixty nine cents for his costs and charges by him laid out and expended in and about the prosecution of this suit according to ~~the~~ the form of the Statute in such case made and provided and that he have Execution therefor -

In Witness Whereof the said William Kerbert one of the Justices of the Peace as aforesaid have hereunto set my hand and seal at Orangeville in the County of Stephenson the 18th Day of August 1859 -

William Kerbert J.P. *Wm Kerbert*

August 23rd 1859 - Supersedeas Served upon me by Elmer McInnell Deputy Sheriff -

E. L. Cochran
Jacob A. Hulmer } Claim fees as Witnesses

Complaint & Recpt jury	1.50	{	Aug 11 th 1859 Recpt for jury
Trial	2.00		issued - Delio & D. B. Reese
Lockety Suit	1.25	{	Const - Aug 18 th 1859 Recpt
Judgment	1.25		jury returned -
Jury Oaths	1.75	{	Aug 11 th 1859 one Subpoena
2 Subpoenas	3.75		na on the part of complainant -
Sweating Witnesses	18 3/4	{	Aug 18 th 1859 Subpoena
A Constable	6 1/4		returned for 34.00
	4.37 1/2		<i>Wm Laidlaw</i>

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Witness fees	1.00
Jury fees	3.00
Constable fees perog	
Jury Precept & at	2.00
ending trial & fees const	
Constable fees perog	
Summons W. Settle C.M.	90
Do do 2 Subpoenas	
D. C. Laird Const	7.43
	\$ 18.69
Making complete	
copy of proceeding	2.00
	20.69
Summons	" 50.
	\$ 21.19

Aug 12th 1859 me Subpoena
on the part of Defendant
Aug 18th 1859 Subpoena Return
fees \$ 3.30 Abolard const

State of Illinois }
Stephenson County }
I William Herbert a Justice
of the Peace in and for said
County do certify that the foregoing is a complete
copy from the Files & Books ~~and~~ of my office in an
issue of traverse lately had before me wherein
David Sam was Complainant and Ingram
McLure Defendant - In Witness Whereof I have
hereunto set my hand and seal this thirtieth
Day of August A.D. 1859

William Herbert J.P. Seal

On the Back of which ~~Endorsement~~ ^{Transcript} appears the fol-
lowing Endorsement to wit: "Filed Sept 1. 1859 -
J. M. Guiteau Clerk"

And on the same day the following Notice was
filed in said Court in this cause to wit: -

Page 11 Take notice — That you Lyraan M Lees be and is hereby notified that you are to Quit and immediately to deliver up the premises or house and lot which you now occupy of me situate in the City of Freeport in the County of Stephenson State of Illinois
August 9th 1859 — David Sum

On the back of which appears the following endorsement to wit: "Filed Sept 1. 1859. S. W. Guileain Clerk"
Served the within by reading the same to the said Lyraan M Lees August 9th A.D. 1859.

And afterwards to wit: On the 14th day of September A.D. 1859 at the Regular September Term A.D. 1859 of said Court the following entry appears of Record in this cause to wit: —

265 David Sum }
vs } Appeal
Lyraan M Lees }

And on this day comes the said Plaintiff in person and files his notice of Demand of possession —

To Mr Lyraan M Lees — Sir. take notice that I hereby demand that you Quit and immediately deliver up possession of the house and lot you now occupy and hold of me situate in the City of Freeport in the County of Stephenson State of Illinois being the same now occupied by you — Yours &c
August 2nd 1859 — David Sum

On the back of which appears the following endorsement to wit: "Served the within by reading the same to the said Lyraan M Lees August 25th A.D. 1859 — Peter Beaman

And afterwards to wit: on the 21st day of September A.D. 1859 one of the days of said Regular Term of said Court A.D. 1859 the following Entry appears of Record in this cause to wit:—

265 David Sum }
vs } Appeal
Iryann McLes }

And on this Day comes said Plaintiff and files his affidavit for better appeal Bond—

State of Illinois } In the Circuit Court of Stephenson
Stephenson County } County Illinois of the 1st Term
A.D. 1859 —

David Sum Appellee }
vs }
Iryann McLes Appellant }

David Sum Appellee being first duly sworn upon his oath doth depose and say that he is plaintiff in the above suit and that the penal sum in the appeal Bond in said cause is entirely insufficient to cover the rent and costs that have and will accrue in this case especially if said cause is not tried this Term of Court And this Dependant further says that the Defendant in the above entitled cause is insolvent and irresponsible, that the value of the rent of the premises in controversy is twelve Dollars per month—that a large amount of cost and rent have already accrued and will accrue before the trial of this cause much exceeding the penalty of the Bond as this Dependant verily believes

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This Applicant therefore asks the Court for a rule
upon the Defendant that the penalty in said Bond
be increased so as to secure this Applicant for his
rent and the officers of this Court for their costs—
Subscribed and sworn to } David Sum
this 21st day of September }
A.D. 1859—S. W. Guileau CLK }

On the back of which appears the following Endorse-
ment to wit:— "filed Sept 21. 1859 S. W. Guileau CLK"

And afterwards to wit:— On the 7th day of December
A.D. 1859 at the Regular December Term of said Court
A.D. 1859 the following Entry appears of Record in this
cause to wit:—

142 David Sum }

vs

} Appeal

Hyram McLes }

Now on this day comes the said
Plaintiff in person & files his
motion to Dismiss this Appeal, and the same having
come on to be heard, the Defendant by Burchard &
Barton his Attys enters his cross motion for leave
to file an amended appeal bond— and the same is
allowed—

State of Illinois }
Stephenson County }

In the Circuit Court of Stephenson
County of the December Term A.D. 1859

David Sum }

vs

} Appeal

Hyram McLes }

Now at this day comes the Plain-
tiff in this suit and moves this
Honorable Court that said cause may be dismissed—

Page 14 for want of a sufficient appeal Bond in the above en-
titled cause and for the reason of a variation
between the Bond and Transcript herein
David Sum Atty
for himself

On the Back of which appears the following endorsement
to wit: "filed Dec^r 7. 1859. J. W. Guitau Ck"

And afterwards to wit: on the 9th day of December
A.D. 1859 one of the days of said December Term of
said Court A.D. 1859 the following entry appears of
Record in this cause to wit:

142 David Sum }
vs } Appeal
Lysander M Lee }

Now comes Defendant by Bur-
chard & Barton his attorneys and files his amended
appeal Bond -

Know all men by these Presents that we Lysander M^e
Lee Corator Burchard and Jacob Rizard are
held and firmly bound unto David Sum in the
penal sum of One hundred and twenty Dollars law-
ful money of the United States for the payment of which
well and truly to be made we bind ourselves our heirs
and administrators jointly, severally and jointly
by these presents. Witness our hands and seals this 8
day of December 1859 -

The condition of the above obligation is such that
whereas the said David Sum did on the 18th day of
August A.D. 1859 before William Herbert a Justice of
the Peace for the County of Stephenson recover a Jury

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ment against the above bounden Syraam McLees in
an action for a forcible detainer wherein said David
Sum was plaintiff and Syraam McLees defendant, for
said Plaintiff to have ~~and receive~~ restitution of the
premises described in the complaint therein and for
costs taxed at the sum of Eighteen dollars and
Sixty nine cents from which Judgment the said Sy-
raam McLees has taken an appeal to the Circuit
Court of the County of Stephenson aforesaid and
State of Illinois. Now if the said Syraam McLees
shall prosecute his appeal with effect and shall
pay whatever Judgment may be rendered by the Court
upon Dismissal or trial of said appeal together with
all rents becoming due (if any) from the commence-
ment of said suit until the final determination
thereof then the above obligation to be void otherwise
to remain in full force and effect—

Syraam McLees *Seal*
W. B. Burchard *Seal*
J. Rigard *Seal*

On the back of which appears the following endorsement
to wit:—"Filed Dec^r 9. 1854—S. W. Guiteau Clk"

and afterwards to wit:—on the 13th ~~1854~~ day of
December Term A. D. 1854 one of the days of said
December Term of said Court the following entry
appears of Record in this cause—

142 David Sum
vs
Syraam McLees } Appeal
And on this day come the par-
ties with their attorneys and
upon the issue joined for trial put themselves
upon the country—Whereupon comes also a jury

of twelve good and lawful men to wit: - Ebenezer
Stephens and eleven others who were severally duly
elected tried and sworn and after hearing the evidence
addressed and arguments of counsel they retire in
charge of an officer to consider of their verdict - and
after a short absence they return into court and
say they find the Defendant not guilty. And the
said Plaintiff enters his motion for a new trial.

And afterwards to wit on the 16th day of January A.D. 1860
one of the days of said December Term of said Court A.D. 1859,
the following Entry appears of Record in this cause to wit:

1442 David Sum
vs
Ingram McLees } Appeal
Now comes plaintiff in person
and files the affidavit of David
C. Laird and his reasons for a new trial in this
cause -

To Mr Ingram McLees - Sir

Take notice that
I hereby demand that you quit and immediately de-
liver up possession of the Lands tenements and pos-
sessions which you now hold of me situate in the
City of Trenton in the County of Stephenson being
the same now occupied by you - Mr George White
is hereby authorized to receive possession of said
lands and tenements or the house and lot you now
occupy.

Sated the 25th day of July
A.D. 1859

Yours &c

David Sum

State of Illinois } In the Circuit Court of Stephenson
Stephenson Co ss } Co of the December Term A.D. 1859

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David Sum
vs

Ingram McLes

I David C. Laird @ constable
in for said County and State a-
foresaid being first duly sworn doth depose and
say that he served the above annexed notice upon
the Defendant Ingram McLes by leaving @ copy
with the said Defendant Ingram McLes on the
25th day of July A.D. 1859

Subscribed & sworn to before

me this 16th day of Jan^y A.D. 1860

John Coates

Justice of the Peace

On the back of which appear the following en-
dorsements to wit: - "Executed the within Notice by
reading & leaving @ copy of the same with the
within named Ingram McLes this 25th day
of July 1859 - fees .50 - D.C. Laird Const^{ble}
filed Jan 16. 1860 S.W. Guitman." By the Court & up

And afterwards to wit: - on the 25th day of January
A.D. 1860 one of the days of said December Term A.D.
1859. of said Court the following Entry appears of Record
in this cause to wit: -

142 David Sum

vs

Ingram McLes

Appeal

Now on this day comes on to
be heard the Plaintiffs motion
for @ new trial and after arguments of counsel
the Court being fully advised in the premises the
motion is overruled - (to which ruling the Plaintiffs
Excepts) - It is thereupon considered and ordered
that said Defendant have and recover of said

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And afterwards to wit on the 4th day of February A.D. 1859 one of the days of said December Term A.D. 1859 the following Entry appears of Record in this cause to wit:—

State of Illinois } In the Circuit Court of Stephenson
Stephenson County } County State of Illinois of the De-
cember Term A. D. 1859

Be It Remembered that on the
Trial of said cause in the said Circuit Court of
Stephenson County of the December Term A.D. 1859 the
Plaintiff, to maintain the issue on his part gave in
evidence a lease, said lease being in the words
and figures following to wit:

This Indenture made this

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twenty sixth day of october in the Year of our Lord one thousand eight hundred and fifty eight between David Seem of the City of Freeport County of Stephenson and State of Illinois and Ingram McLeer of the same place Witnesseth - That the said David Seem doth hereby demise and lease unto the said Ingram McLeer all that house & lot Number Eight in Block number fourteen in the City of Freeport in the County of Stephenson & State of Illinois to hold for the term of one month from the date thereof yielding & paying therefor monthly on every first day of the month unto the said David Seem the sum of twelve Dollars per month or Board Washing & mending for the said David Seem while he chooses to take said rent out in Boarding washing and mending for the use of said premises above described. The said Lessee further agrees to board wash & mend for the said David Seem for the sum of twelve dollars per month, allowing ninety meals for one month. And the said Ingram McLeer covenants and agrees to pay the said Rent in manner aforesaid, and to deliver up the premises to the said David Seem or his Attorney peaceably and Quietly at the end of said Term in as good condition as the same now are, reasonable wear and tear excepted - that he will not undercut the same or any part thereof nor make or suffer to be made any alterations therein without the consent of the owner.

In Witness Whereof the said parties have to this and one other Instrument of the same tenor & date interchangeably set their hands and seal the day & Year first above Written -

Ingram McLeer
D. Seem

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The Plaintiff called Henry Snyder as a witness who testified that he knew the premises and the Defendant in the lease herein set forth and that the Defendant was in the occupancy of said premises and knew the hand writing of said Defendant and that the signature to the lease is said Defendant's signature - ~~After the testimony~~

The plaintiff then after the testimony of the following witness Settle in regard to the service of the notice offered in evidence a notice to the Defendant and an endorsement on said notice being in the words and figures following to wit: ~~it being the notice dated August 9th 1859 & marked "A"~~

Take Notice - That you Ingram McLees be and is hereby notified that you are to Quit and immediately to deliver up the premises or house and lot which you now occupy of me situate in the City of Freeport in the County of Stephenson State of Illinois
August 9th 1859

David Sum

On the Back of which appears the following endorsement to wit: "Served the Written by reading the same to the said Ingram McLees"

August 9th A.D. 1859 - "filed Sept 1. 1859. L. M. Gutman Clk"

Which the counsel for the Defendant objected to objection sustained by the Court. and notice refused by the Court to be given to the jury (to which the Plaintiff excepted) - The Plaintiff called Henry Settle as a witness who testified that the Plaintiff on the day said notice was dated and before the commencement of this suit read the notice but ~~did not leave with or deliver to the Defendant the~~ ~~did not leave with or deliver to the Defendant the~~

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notice or any copy of the ~~same~~ notice as witness here
in referred to the Defendant in this ^{suit} ^{saw or} knows of
said witness knew the premises and the Defendant
in the lease herein set forth and that the Defen-
dant was in the occupancy of said premises after
said notice was served on said Defendant as
aforesaid and that said Defendant told the
said witness ^{settly} that he the said Defendant
would not leave the said premises till he got
ready —

The plaintiff then asked the Court ^{the jury} to give
the following instructions No^s 1, 2, 3, &c —

The Defendants Counsel ask the Court to give the
following instruction numbered 1 —

The Jury then retired to consider of their ver-
dict and afterwards returned into Court a
verdict of not guilty — The Plaintiff thereupon
moved the Court for a new trial in said case
and for the following reasons to wit: —
also an affidavit with a certain notice annexed
thereto with the following endorsement on it —

Which motion the Court overruled and upon
which the plaintiff excepted and prayed that
this his Bill of Exceptions might be signed sealed
and made a part of the Record herein, and
it was done so accordingly.

Bury R. Sheldon Seal

On the Back of which Bill of Exceptions appears
the following endorsement to wit: —

"Filed February 4, 1860"

J. H. Sullivan Clerk —

Know all men by these presents that we David Sam
and Jacob Mohr of the County of Stephenson and
State of Illinois are held and firmly Bound
unto Syraam McLeese of the same Place in the
penal sum of two hundred dollars for the pay-
ment of which well and truly to be made we
bind ourselves our heirs Executors and ad-
ministrators and assigns jointly and severally
by these presents. Witness our hands and seals
at Freeport in said County this 30th day of
January A.D. 1860-

The condition of the above obli-
gation is such that Whereas the said Syraam Mc-
Leese did on the twenty fifth day of January A.D.
1860 by the consideration of the Circuit Court of
Stephenson County Illinois recover a Judgment
for costs of suit in an action of forcible detainer
against the said David Sam establishing
the tenancy of the said Syraam McLeese to Lot
Number Eight (8) Block Number fourteen (14) in
the Town of Freeport (now City of Freeport) in said
Stephenson County - from which said Judgment
the said David Sam hath prayed for and ob-
tained an appeal to the Supreme Court of the
State of Illinois for the third Grand Division held
at Ottawa in said State - Now if the said
David Sam shall duly prosecute his said ap-
peal and without delay and also pay and
satisfy whatever Judgment costs interests, and
damages may be awarded by said Supreme
Court in case said Judgment of said Circuit
Court shall be affirmed by the said Supreme Court
else remain in full force and effect -
Witness H. W. DeArmit - David Sam Seal
Jacob Mohr Seal

On the Back of which Appeal Bond the following
Page 23 endorsement appears to wit:—

"Filed February 4. 1860—
"S. W. Guiteau clk"

State of Illinois 30
Stephenson County 30
I Suther W. Guiteau Clerk of the
Circuit Court of said Stephenson
County in the State of Illinois do hereby certify that
the foregoing is a true and correct copy of the record
of the judgment and of all the proceedings had in
the above entitled cause in said Court wherein
David Green is plaintiff and Ingram McSees is
Defendant (except the instructions of the plaintiff
and the grounds for a new trial
and Defendant to the jury) they not being found
among the files as the same appears of the records
and files of my office—

Witness Suther W. Guiteau Clerk
of said Circuit Court and the
seal of said Court at Freeport
in said County this 15th day
of March A.D. 1860—

attest—S. W. Guiteau clerk
Per Thos North Dep

David T. Lee

1/2

Ingram M. Lee

Record &
Assignment of Easements

Filed March 22 1860
L. Leland
Clerk

