

14485

No. _____

Supreme Court of Illinois

Halstead

vs.

Riddle

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division

No. 167

1863

Halsted
vs
Riddle

4485

Hear of the Circuit Court of Marshall County in the State
of Illinois at a term thereof begun and holden at the Court
House in the City of Saven in said Marshall County, on
Monday the Twenty sixth day of January in the year of our
Lord One thousand Eight Hundred and sixty three,
Present the Hon. Samual S. Richmond Judge of the 23rd
Judicial Circuit ^{of the State of Illinois} presiding, James H. C. Neal State Attorney
for said Judicial Circuit, Joseph R. Faggart Sheriff of
said Marshall County & Sheldon Arnold Clerk of said
Circuit Court,

Robert Riddell Debt,

v.

Samuel Webster &

Reuben Vincent

Be it remembered that, heretofore, "to wit", on the
third day of January, A.D. 1863, Robert Riddell by John Burns
his Attorney sued out of the office of the Clerk of the Circuit
Court aforesaid the following writ of summons, "to wit"

The People of the State of Illinois

To the Sheriff of Marshall County "Gentlemen"

Now Command you to summon, Samuel Webster and
Reuben Vincent, to appear before our Circuit Court on the first
day of the next term thereof to be held at Saven within and for
the said County of Marshall on the fourth Monday of January
A.D. 1863, then and there in our said Court to answer Robert Riddell
in a plea of Debt - Debt Three Hundred and forty three dollars
and seventy cents and the sum of Five

Return to Clerk
50
July 2, 1863
S. A.
50

2
Hundred Dollars as he says, thereof fail not and
make due return of your doings hereon,

Witness Sheldon Arnold Clerk of our said
Court and the seal thereof at Sacine the
third day of January in the year of our
Sord One thousand Eight Hundred
and sixty three

Sheldon Arnold, Clerk

And thereupon at the same time to wit, on third day of January
AD 1863, Comes the Plaintiff Robert Riddell by John Burns
his Attorney and files in the Office of the Clerk of the Circuit
Court aforesaid his declaration herein, in the words and
figures following "to wit,"

State of Illinois

Marshall County & Circuit Court thereof January Term 1863,
Robert Riddell the Plaintiff by Burns his attorney
Complains of Samuel Walsted & Reuben Vincent Defendants
in said suit of a plea of Debt,

For that whereas on the fourth day of November in the year
of our Sord One thousand Eight hundred & fifty nine, at
Saprairie, "to wit," at the County of Marshall and State
of Illinois, the said Defendants made their two Certain
Promissory Notes in writing, under their hands and then
and there delivered the same to the said Plaintiff
which are substantially as follows "to wit,"

#68,75 Sa Prairie Marshall Co November 4th 1859

3
Three months after date we promised to pay Robert Riddell
Or Order the sum of Sixty Eight $75/100$ Dollars for value
received with ten per cent interest and if not paid
when due we agree to pay at the rate of twenty percent
per annum as liquidated damages for the detention
of the said money until the same is paid

Samuel Kealsted

Reuben Vincent

275.00 La Prairie Marshall Co November 4th 1859

Three months after date we promised to pay Robert
Riddell Or Order the sum of Two Hundred and seventy
five Dollars for value received with ten per cent interest
and if not paid when due we agree to pay at the
rate of twenty per cent per annum as liquidated dam-
ages, for the detention of the said money until the
same is paid

Samuel Kealsted

Reuben Vincent

And thereby then & there agreed to pay the sums of money
in the said several promissory notes respectively mentioned
according to the tenor & effect of said ^{notes} which period has
elapsed, yet they have disregarded their promises
& have not paid any of said monies whereby the
said Plaintiff hath become entitled to receive the
said principal sum interest & damages in said prom-
issory notes specified & by reason of the premises, & inasmuch
the said Plaintiff has been damaged in the
sum of Five Hundred Dollars and therefore he
sues,

1 Sum for Plff

For Copy of notes see list of Narr,

And afterwards "to wit". On the 29th day of January AD 1863
Came the Defendants by Bangor Shaw their Attorneys and filed
their pleas therein, in the words and figures following "to wit",

Robert Riddell } In Marshall Co. Circuit Court
25 } Jan 5, 1863,
Samuel Walsted + }
Reuben Vincent }

1st

And now comes the said Defendants and for a plea in this
behalf, to a part of said Declaration, "to wit", to all the
damages founded upon the said Notes mentioned, this
plea being to all except the Debt therein demanded,
the Defendants say aches now, because they say that the
said Defendant Walsted and one Francis Dawson
was on the day of the date of said Notes above, indebted
to the Plaintiff in the sum of 275⁰⁰ said Dawson being
in fact but a security therefor of which amount the said
Plaintiff then and there held a promissory Note, against
the Defendant Walsted and said Dawson, that said
Dawson being about to depart this State, it was then
and there at the date of said Notes, and before the making
thereof, corruptly, unlawfully, and against the form of
the Statute in such case made and provided, agreed by
and between the Plaintiff and said Walsted, that he
the said Walsted should take up and pay said Note for
\$275.00, by making & giving to said Plaintiff the said promissory
Notes sued on herein signed by said Walsted & said Vincent

the said \$275⁰⁰ being for the principal sum due on said
 note from said Walsted and Dawson to said Plaintiff
 and the said note for \$68.75 being for past forbearance
 and giving day of payment of the said sum of 275⁰⁰ by said
 Plaintiff to said Walsted and Dawson, and the Defendants
 say that before the making of said notes "to wit," on the
 14th day of November A.D. 1859, at &c, it was, unlawfully
 corruptly and usuriously and against the form of the
 Statute in such Case made and provided, agreed by and
 between the Plaintiff and the Defendant Walsted
 that the Plaintiff should forbear and give day of
 payment of the said sums of money respectively mentioned
 in said notes until and upon one or two years after
 the date thereof (Defendants aver that no more fixed or
 definite time was agreed upon than as above) and that
 the Defendant Walsted for such forbearance and giving
 day of payment as aforesaid for the time aforesaid would
 give and pay the Plaintiff interest on the said sums
 of money respectively mentioned in said notes, at the rate
 of twenty Dollars for the forbearance and giving day of
 payment of one Hundred Dollars for one year, for such
 length of time as the payment thereof was or should be
 foreborne by the Plaintiff, and that to secure the payment
 of said money mentioned in said note and the interest
 thereon as aforesaid the Defendant Walsted should make
 and sign two promissory notes for the amounts and of the
 time and effect, the same as set forth in the Plaintiff's
 declaration with said Defendant Vincent as joint maker

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thereof and deliver the same to Plaintiff, and the Defendants
further say that in pursuance of the said unlawful, corrupt
and usurious agreement the Plaintiff afterward "to wit" on the
day of the date of said notes as mentioned in said declaration
aforesaid, gave up and surrendered as paid the said promissory
note which he then held against Defendant Walsted and
said Dawson, and the Defendant Walsted in further
pursuance of said unlawful, corrupt, and usurious agreement
then & there procured the said Vincent to sign with him the
said Walsted the said joint notes and then & there delivered
the same to the Plaintiff and the Plaintiff then and there
accepted and received the said promissory notes of and from
him the said Walsted in pursuance of the said corrupt
and unlawful agreement and for the purpose aforesaid
and the Defendants aver that the said sum of money so
agreed to be given & paid as aforesaid to the Plaintiff as
aforesaid Exceeds the rate of ten Dollars for the forbearance
and giving day of payment of One Hundred Dollars for one
year, Contrary to the form of the Statute in such case made
and provided, and the Defendants aver that the sole and
only consideration of said notes and each of them was as
aforesaid and not other and different, By reason whereof
and by force of said Statute the said Plaintiff then and
there forfeited all of said interest and is only entitled to
have and demand of the Defendants the said principal
sums mentioned in said notes all of which the Defendants
are ready to verify wherefore he prays Judgment &c, Except
as to the said principal sums &c,

2^d

And for a further plea in this behalf, to a part of Plaintiff's Declaration "to wit", to all the damage which are founded upon or arise out of the non payment of said note for \$275⁰⁰ Defendants say Actis non, because they say that before the making of said note "to wit", on the 4th day of November A.D. 1859 at &c, it was unlawfully, corruptly, usuriously and against the form of the Statute in such case made and provided agreed by and between the Plaintiff and the Defendant Calsted that the Plaintiff should forbear and give day of payment to the Defendant of a certain sum of money "to wit", \$275 which the said Calsted then owed said Plaintiff and which was then due and payable, and for the security of the payment of which the Plaintiff then then held a Joint note against said Calsted and One Francis Dawson from that time until and upon a long time thereafter "to wit", more than three months thereafter, but Defendants cannot state to what day for the reason that no fixed and definite day or time was agreed upon, and the Defendant Calsted for such forbearance and giving day of payment as aforesaid for the time as aforesaid should give and pay to the Plaintiff interest on the said sum at the rate of twenty Dollars for the forbearance and giving day of payment of One Hundred Dollars for One year, for and during all the time which the same should be forborne as aforesaid, and to secure the payment thereof of said principal sum and said interest as aforesaid the Defendant Calsted should make and deliver to said Plaintiff and procure the same to be signed by said Vincent as Joint maker thereof a promissory note of that date and amount and of the time and Effect of said note for \$275

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as set forth in declaration, and Defendants further say that in pursuance of said unlawful and corrupt agreement made as aforesaid the Defendant Walsted afterwards "to wit," on the day of the date of said note at &c, the said Walsted made and signed and procured the said Vincent to make and sign said Note, and delivered the same to the Plaintiff who received and accepted the same for the purpose aforesaid in pursuance of said unlawful agreement aforesaid contrary to the form of the Statute in such case made and provided by reason whereof and by force of said Statute, all of the said interest as agreed to be paid, given and received became and was forfeited, and the Plaintiff is only entitled to recover said principal sum, all of which they are ready to verify, wherefore as to said part of said Declaration they pray Judgment, &c,

3^d

And for a further plea in this behalf to a part of Plaintiff declaration "to wit," to all the Debt and damages founded on said promissory note therein first set forth, Defendants say, act^l non, because they say that before the making said note, "to wit," on the day of the date thereof at &c, it was unlawfully, corruptly, usuriously, and against the form of the Statute in such case made and provided by and and between the Plaintiff and the Defendant Walsted, that in consideration that the Plaintiff had before that time forborne and given day of payment to the said Walsted and one Francis Dawson, (said Dawson as between said Walsted and himself being security only for the payment of the said monies forborne) of the sum of \$275 in full on or about the 4th day of August AD 1858, "to wit," the 4th day of August AD 1858, until or upon the said 4th of November AD 1859

that the said Keasted would give and pay the said Plaintiff for such part forbearance and giving day of payment of said sum at the time aforesaid the said sum of \$68.75 mentioned in said note, and that in order to secure the payment thereof the said Keasted and the said Vincent should make and deliver to the Plaintiff their Joint promissory Note of the amount ten and Effect of said first note mentioned in said Barr, and afterwards to wit, On the day and year aforesaid &c, and in pursuance of said unlawful, corrupt and usurious agreement so made as aforesaid the Defendant Keasted and said Vincent made and delivered to Plaintiff the note mentioned in Barr, and the Plaintiff then and there accepted and received the same for the purpose aforesaid which sum of \$68.75 agreed to be given and paid to the Plaintiff for the purpose aforesaid Exceeds the rate of ten Dollars for the forbearance and giving day of payment of \$100 for one year, Contrary to the form of said Statute, and the Defendants aver, that the sole and Only Consideration of said Note was as aforesaid and not other or different, By means whereof and by force of said Statute the said sum of \$68.75 was then and there forfeited and the said Note void in Law, And this he is ready to verify wherefore as to said part of said declaration Defendants pray Judgment &c,

4th And for a further plea in this behalf to a part of Plaintiff declaration to wit, to all the Debt and damages aforesaid on said promissory Note therein first set forth Defendants say Actio non, because they say, that there was no valid

and legal Consideration for the making ^{Executing} ~~Executing~~ the same
 in this, that before the making of said note "to wit", on the day
 of the date thereof above, it was unlawfully, corruptly usurious,
 and against the form of the Statute in such Case made
 and provided, agreed by and between the Plaintiff and
 Defendant Walsted, that in Consideration that the Plaintiff
 had before that time forborne and given day of payment
 to the said Walsted and One Francis Dawson (said Dawson
 as between said Walsted and himself being surety only
 for the payment of the said monies forborne) of divers sums
 of money for divers long spaces of time, then Just Elapsed
 that the said Walsted would give and pay the Plaintiff
 for such forbearance and giving day of payment of said
 sums respectively for the times respectively forborne interest
 on the same, and Each and Every of said sums for the
 time forborne as aforesaid at the rate of Seventy Dollars
 for the forbearance and giving day of payment of One
 Hundred Dollars for One year, which said interest on said
 sums at the said rate aforesaid for the time aforesaid
 then and there amounted to the said sum of \$68.75 which
 the said Plaintiff then and there demanded and agreed
 to accept and receive for such past forbearance and giving day
 of payment as aforesaid for the times aforesaid and that
 in order to secure the payment thereof the said Walsted and
 Vincent, should make and deliver to the Plaintiff their Joint
 promissory note of the amount tenor and Effect of said note
 first in said warrant set forth, and afterwards "to wit", on the
 day of the date of note above and in pursuance of said
 unlawful corrupt and usurious agreement so made: as

aforsaid the said Defendants made and delivered to Plaintiff the note first described in said Declaration and the Plaintiff then and there accepted and received the same for the purpose aforsaid which sum off \$68,75 agreed to be given and paid to the Plaintiff for the purpose aforsaid Exceeds the rate of ten Dollars for the forbearance and giving day of payment of \$100 for one year, Contrary to the form of the Statute in such Case made and provided, and the said Defendants aver, that the sole and only Consideration of said note was as aforsaid and not other or different By reason whereof, and by force of the Statute in such Case made and provided the said note was void and without Consideration, this they are ready to verify, wherefore as to said part of said Warr, they pray Judgment,

5th And for a further plea in this behalf to a part of Plaintiffs Declaration "to wit", to all the Debt and damages founded on the said promissory note in said Warr, first set forth Defendants say, Act's non, because they say that before the making of said note on or about the 4th day of August 1858, "to wit", on the 4th day of August AD 1858 the Defendant Healed by subrogation was indebted to the Plaintiff in the sum of Two Hundred and seventy five Dollars which sum was then and there due and payable and afterwards "to wit", on the day and year last aforsaid at &c, it was unlawfully Corruptly, usuriously and against the Statute in such Case made and provided agreed that the Plaintiff should forbear and give day of payment of the said \$275 from said time until and upon the day of the date of said note and

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that the Defendant Walsted should give and pay said Plaintiff for such forbearance and giving day of payment as aforesaid for the time aforesaid the said sum of Sixty Eight $\frac{75}{100}$ Dollars and the Defendants say that in pursuance of the said unlawful, Corrupt and usurious agreement the Defendants "to wit," On the day of the date of said note abre, the Plaintiff having forbore and given day of payment of the said \$275 until and upon the day aforesaid for the time aforesaid, in pursuance of the said unlawful Corrupt and usurious agreement made as aforesaid and the said \$68,75 so agreed to be paid to Plaintiff by said Walsted for such forbearance and giving day of payment being due and payable to the Plaintiff the Defendant Walsted in order to secure the payment thereof to the Plaintiff at the request of the Plaintiff, made, Executed, and delivered to the Plaintiff said note signed by said Vincent as Joint maker thereof said Vincent as between the makers thereof being but a security thereon which sum of \$68,75 so as aforesaid agreed to be given and paid to the Plaintiff for the purpose aforesaid Exceeds the rate of ten Dollars for the forbearance and giving day of payment of \$100,00 for one year, Contrary to the form of the Statute in such case made and provided and the Defendants aver that the sole & only Consideration of said note was as above alleged and not other or different, By reason where of, and by force of the Statute the said sum of \$68,75 was then and there forfeited and the said note void in Law, and this they are ready to verify wherefore as to said part of said declaration they pray Judgment,

6th

And for a further plea in this behalf, to a part of said Declaration, "to wit," to all the Debt and damages founded On said Note in Declaration first set forth. Defendants say "Actio Non," because they say that on or about the 4th day of August AD 1858, before the making of said ^{Note} "to wit" on the 4th day of August AD 1858, at &c, the Defendant Walsted was indebted to the Plaintiff by subrogation in the sum of \$275, which sum was then due and payable, and afterwards "to wit" on the day and year aforesaid at &c, it was unlawfully, corruptly and usurious, and against the form of the Statute in such case made and provided, agreed that the Plaintiff should forbear and give day of payment thereon to the said Walsted until and upon a future time not definitely named or agreed upon, and that said Walsted should give and pay the Plaintiff for such forbearance and giving, day of payment as aforesaid for such time as the same should or might be actually forborne interest on the said sum of \$275 at the rate of twenty Dollars for the forbearance and giving day of payment upon Each One Hundred Dollars for one year and that said Walsted should secure the payment of said principal sum and interest by his promissory Note to be signed by one Francis Dawson as Joint maker thereof and the said Plaintiff then and there agreed unlawfully to receive the same at the rate aforesaid for the time aforesaid. And that the Plaintiff afterwards in pursuance of said unlawful corrupt and usurious agreement forbore and gave day of payment of the said \$275, until and upon the 4th day of November AD 1859 at which time the said unlawful interest agreed to be

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paid as aforesaid at the rate aforesaid for the time so
 forborne as aforesaid amounted to the said sum of \$68.75
 and the Defendant Walsted at the request of the Plaintiff
 in order to secure the payment of said sum of \$68.75 then and
 there made signed and delivered said note to the Plaintiff
 with said Vincent as Joint maker thereof for the purpose
 aforesaid, and the Defendants aver that the sole and only
 consideration of said note was as aforesaid and not
 other or different. By means whereof and by force of the
 Statute in such Case made and provided the said sum
 of \$68.75 then and there was forfeited, and the said
 Note void in Law, all of which Defendants are ready
 to verify. Wherefore as to said part of said Warr, they
 pray Judgment, &c

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And for a further plea in this behalf to a part of Plaintiffs
 declaration "to wit", to all of the Debt to wit \$68.75 and
 all of the damages which is founded upon the said
 promissory note mentioned first in said Count the same
 being for principal sum \$68.75, the Defendants say, acts
 now, because they say that before the making of the said
 Note "to wit", on or about the 14th day of August A.D. 1858 i.e.,
 the 14th day of August A.D. 1858, the Defendant Walsted
 was indebted by subrogation to the Plaintiff in the sum
 of Two Hundred & seventy five Dollars, which sum was
 then and there due and payable and afterwards "to wit",
 on the day and year aforesaid at &c, it was corruptly
 unlawfully and against the form of the Statute in
 such Case made and provided agreed that the Plaintiff

should forbear and give day of payment of the said
 sum of \$275, from the time last mentioned until and
 upon the 4th day of November AD 1859, and that the
 Defendant Walsted for the forbearance and giving
 day of payment of the said sum of \$275, as aforesaid
 for the time aforesaid should give and pay to the
 Plaintiff the sum of Sixty Eight & ⁷⁵/₁₀₀ Dollars and
 the Defendants say that in pursuance of the said
 unlawful, corrupt and usurious agreement the
 Defendant afterwards "to wit," on the 4th day of November
 AD 1859, at &c, the Plaintiff having forbore and given
 day of payment of the said \$275, until and upon
 the day aforesaid in pursuance of said unlawful
 agreement, and the said sixty Eight & ⁷⁵/₁₀₀ Dollars
 so agreed to be paid for such forbearance being due
 according to said agreement and payable to Plaintiff,
 the Defendant Walsted and Plaintiff made and
 Entered into another and further unlawful corrupt
 and usurious agreement, against the form of the
 Statute in such case made and provided that the
 Plaintiff should forbear and give day of payment
 of the said \$68.75 to the Defendant Walsted until
 and upon one or two years after the date thereof, and
 that the Defendant Walsted should give and pay
 the Plaintiff for such forbearance, and giving day of
 payment for the time the same should be forbore interest
 at the rate of twenty Dollars for every ^{the forbearance and giving day of payment of} hundred Dollars
 for one year and that said Walsted and said Vincent

should make and deliver to the said Plaintiff to secure
 the payment of the said sum of Sixty Eight ⁷⁵/₁₀₀ their
 Joint promissory Note, in date, tenor and Effect as is set
 out in said first note, set forth in said declaration,
 and the Defendants further say that in pursuance
 of the said unlawful, corrupt and usurious agree-
 ment so made as last aforesaid the Defendant Walsted
 afterwards to wit, On the day of the date of said note
 "to wit" above, delivered the said Defendant, the said promissory
 note then there made & signed by said Walsted and
 said Vincent, and the said Plaintiff then and there
 accepted and received the said note of and from the
 said Defendant Walsted in pursuance of said corrupt
 unlawful and usurious agreement and for the purposes
 aforesaid and the Defendant avers that the said sum
 of \$68. ⁷⁵/₁₀₀ so agreed to be taken and given for the time
 forbore on the said \$275, as aforesaid for the time aforesaid
 and the said sum agreed to be taken and given for the
 for the forbearance of the said \$68.75 as aforesaid for the
 time aforesaid respectively Exceed interest at the rate of
 ten Dollars for Each One Hundred Dollars forborne for one
 year, Contrary to the form of the Statute in such case
 made and provided that the sole and Only Consideration
 for said note was as aforesaid, by means where of
 and by force of the Statute in such case made and
 provided the Defendant then and there forfeited the whole
 of said Money mentioned in said note, all of which
 the Defendants are ready to verify, Wherefore they pray
 Judgment as to said part of said note, ¹⁰/₁₀₀ Bangor Shaw & Co.

And for a further plea in this behalf to a part of said Declaration "to wit," to twenty seven Dollars of the said Debt mentioned the Defendants say, Actio non, because they say that before the Commencement of this suit "to wit," On the day of AD 1862, aforesaid, the Defendant paid the Plaintiff Sixty two (\$62) Dollars of said Debt parcel of the sum mentioned & demanded, and this he is ready to verify, wherefore he prays Judgment

And for a further plea in this behalf to a part of the Plaintiff's declaration to wit to (\$62) thereof of said Debt, parcel of the sum demanded for his Debt Defendants say Actio non, because they say, that before and at the time of the Commencement of this suit, the Plaintiff was indebted to the Plaintiff in the sum of Twenty seven Dollars for money had and received for the use of Defendants

Which sum so demanded, owing, and which the Plaintiff then and there promised the Plaintiff to pay him the same on request, the Defendants are ready & willing & hereby offer to set off and allow against so much of the Plaintiff's Debt demanded in said Declaration, Contrary to the form of Statute &c, and this they are ready to verify, whereupon as to said part of Warr, they pray Judgment, &c

Bangs & Shaw,

Debt a/c,
Robert Reddell, to Samuel Walsted & Reuben Vincent R.
To money had and received \$62.00

And afterwards to wit On the second day of February AD 1863, Comes the Plaintiff by John Burns his Attorney and files his demurrer to ^{all of} the Defendants pleas herein in the words and figures following "to wit,"

State of Illinois

Marshall County & Circuit Court

January term AD 1863,

Samuel Walsted Et. al

vs

Robert Riddell

} Debt,

} And the said Plaintiff by
Burns his Attorney Comes & says

that he ought not to be barred of his action aforesaid and further says the 1-2, 3, 4, 5, 6 & 7 pleas of Defendant and each of them are insufficient in Law to require the Plaintiff to reply thereto, wherefore he prays Judgment &c

Burns for Plaintiff

And for Special Cause of demurrer, says, the first, fourth sixth & seventh pleas, allege no definite time for the forbearance, so that it is left discretionary with Deft. to pay the ~~same~~ sum due at any time & therefore there can be no usury for forbearance,

The first & second pleas refer to note for \$275 in declaration which is made part of plea & claim the penalty therein stated as usury & claim to deduct that and interest as usury, to which they are not entitled by law,

The third plea does not sufficiently set out contract of usury so as to show that there was an agreement for forbearance & for illegal interest,

The third, fourth & fifth pleas, allege a payment by note of interest accrued already and which ^{by said} cannot be recovered back

All the pleas are informal & insufficient in not stating facts to show usury but conclusion of the pleader, and are otherwise insufficient,

Burns for Plaintiff

Monday February 2^d AD 1863,

Robert Riddell

vs,

Samuel Waletud +
Reuben Vincent

Assumpsit Debt,

On this day again comes the Plaintiff by John Burns his Attorney, and as well the said

Defendants by Bury & Shaw

their Attorneys, and thereupon the Plaintiff enters a motion that Judgment be entered against said Defendants and favor of said Plaintiff, as to the Two Hundred and seventy five Gallons of the first note mentioned in the Plaintiff's declaration herein, and the Court having considered said motion and being fully advised in the premises doth order

that said motion be sustained, It is therefore Considered by the Court that the said Plaintiff have and recover of the said Defendants the said sum of Two Hundred and seventy five Dollars of the said first note in the Plaintiffs declaration mentioned as aforesaid, and that he have Execution therefor, And thereupon again Comes the said Plaintiff and Enters a demurrer to all of the Defendants pleas herein, from the first to the seventh inclusive,

Tuesday February 3rd A.D. 1863,

Robert Roddell

Plait,

vs.

Samuel Walsted
Reuben Vincent

{ On this day again Comes the Plaintiff
by Burns his attorney and as well
the said Defendants by Ranger Shrew
their Attorneys, and this Cause came

at this term
On to be heard upon the demurrer heretofore Entered by the Plaintiff to all of the Defendants pleas herein, from the first to the seventh inclusive, and the Court Having Considered said demurrer, and being fully advised in the premises doth Order that said demurrer be Overruled, as to the first ^{third} second, fifth and seventh pleas herein, and that said demurrer be sustained as to Defendants fourth and sixth pleas herein, and the Defendant abiding by his sixth plea, asks of and is by the Court given leave to amend his fourth plea herein, and thereupon leave is by the Court given the Plaintiff to Reply to Defendants, first, second, third, fifth and seventh pleas herein,

And afterwards "to wit" On the fourth day of February AD 1863, Comes the Plaintiff Robert Riddell by Burns his attorney and files his Replication to Defendants first, second, third fourth, fifth, sixth seventh, Eighth & ninth pleas, in the words and figures following "to wit,"

State of Illinois

Marshall County & Circuit Court. January Term AD 1863

Robert Riddell

vs

Samuel Walsted Etal

And the said Plaintiff by Burns his attorney Comes and for a

Replication to the first, second, third, fourth, fifth sixth & seventh pleas of the Defendants above pleaded he says precludi non because he says he did not make the said several usurious & unlawful Contracts in said pleas alleged, nor Either of them, as the Defendants have in said pleas alleged & of this he puts himself upon the Country

Burns for Plaintiff

Defendants doth the like

Bangor Shaw

And for Replication to the Eighth plea of Defendants above pleaded Plaintiff says precludi non, because he says the said Defendants did not pay said Plaintiff the sum of money in said plea alleged, and of this he puts himself upon the Country.

Defendants doth the like,

Bangor Shaw

Jury be called to try the issues in this cause, and thereupon
 a Jury being called came to wit, John Seaman, Robert
 S. Heeter, Francis Gregory, Enock Straun, Enock Sawyer,
 Edwin S. Jones, Hiram Myers, John Roberts, Stephen S. Green,
 Ernest Nielsen, George W. Swartz, + Lewis S. R. twelve good
 and lawful men who were duly Empannelled and sworn
 to well and truly try the issues in this cause and a true
 verdict render according to the Evidence, and the Jury
 having heard the Evidence, the arguments of the Counsel
 and the instructions of the Court, retire to Consider of
 their Verdict, and upon coming into Court, the Jury
 for a Verdict say, we the Jury find the issues herein
 for the Plaintiff and assess his damages to the sum
 of Four Hundred and forty six Dollars and Eighty
 seven Cents, And thereupon come the Defendants and
 Enter a motion for a new trial herein, and the Court
 Having Considered said Motion and being fully
 advised in the premises, doth Order that said Motion
 be Overruled, and thereupon again come the Defendants
 and Enter a motion in arrest of the Judgment, and
 the Court Having Considered said Motion, and being
 fully advised in the premises doth Order that said
 Motion be Overruled, It is therefore Considered by the
 Court that the Plaintiff have and recover of the said
 Defendants the said sum of Four Hundred and
 forty six Dollars and Eighty seven Cents, his damages
 by the Jury assessed as aforesaid, also his Costs and charges
 in this behalf herein Expended, and that Execution issue
 therefor,

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25
25~

And thereupon again come the Defendants, and pray an appeal to the Supreme Court of this State, which appeal is allowed upon the Defendants Entering into Bond Conditioned according to Law in the sum of six hundred Dollars, within thirty days, with securities to be approved by the Clerk by agreement of the parties,

And afterwards to wit on the seventeenth day of February
AD 1863, the same being one of the days of the said January
AD 1863 term of said Court, again came the Defendants
by 1 Bangs & Shaw their Attorneys and filed their Bill of
Exceptions herein, in the words and figures following
"to wit,"

State of Illinois } In Circuit Court of said County
 Marshall County } ss. January Term A. D. 1863.

Robert Riddle

vs.

Samuel Halsted and } Debt

Reuben Vincent }

Be it remembered that on this the day of February A. D. 1863, it being one of the days of said term and said Court being judicially sitting and a jury having been called & sworn in said cause and the statements by Defendants counsel having been made to the jury the judgment heretofore entered in this Court as to two hundred & seventy five dollars parcel of the debt demanded and as to which the plaintiff had on motion obtained judgment of the same *pro nil dicite* and said judgment being reversed and after the impanneling & swearing of the said jury on motion of the plaintiff set aside and vacated the the defendants thereupon entered a motion that a judgment of discontinuance of the action herein be entered and that the same be ordered to stand discontinued but the Court overruled said motion to discontinue and refused to enter an order that the same stand as discontinued to which decision of the Court in overruling said motion to discontinue, and in refusing to discontinue the said action the defendants then and there excepted. And thereupon the issues joined in said cause coming on to be tried before said Court by a jury then

28 and there called inpannelled and sworn the defendants to
 foave the issues upon their part called Samuel Hal-
 sted the one of the defendants who having been sworn
 in the cause according to Law testified as follows.

I gave Mr Riddle my note for \$275 on the
 1st day of August 1858 - that note was drawn for one year
 I believe for one year at 20 percent. soon after that note
 became due, Mr Riddle either wanted the money or a new
 note - I told him Mr Dawson, the one that signed with
 me before was going to leave the State - and I asked
 him who he wanted for security - He said if "D" was
 going away he wanted some other person of course
 I named over several, he told me he would take Mr
 Vincent, I went to Mr Riddle's house & he drew up
 two notes & handed me those notes, took them & read
 them, one of them was for \$78 ⁴⁰/₁₀₀ and both were for
 \$275, I wanted to know why he did not put those
 two notes together, he said one of them was interest and
 the other was principal, I read those notes, and asked
 him why he drew them up in such a form on account
 of the time being some what time being so short - he said I
 should have a longer time. - He said if I could not pay
 those notes, at the time specified in those notes, I could
 let them run for one or two years without bothering
 to give new notes every year - Well I signed those
 notes, and got them signed by Vincent by Riddle's
 request. The note dated Aug. 4, 1858 bore 20 per

ct interest, - that note was \$275. I took up a note
 there that Mr. Hill gave Mr. Riddle, was the way
 I happened to be indebted to Mr. Riddle, at the time
 I gave him the first note, there was not much conver-
 sation, I asked him what he was going to charge
 me + he said 20 pr ct and asked me about security
 Note was due one year after date + run over the time
 some about 3 months over the time when I took it
 up by giving these, was to draw 20 pr ct on its face
 That was all the conversation at that time. that I
 can recollect of, - that small note was for \$68 ⁷⁵/₁₀₀
 That small note was made at 20 pr cents for fifteen
 months, I think it was 15 months before I gave these
 notes, one \$275, I don't think of any other con-
 versation with Riddle at that time, gave the notes
 I asked him before I gave the notes
 notes, some time before that. - If I paid it in three
 months he would not charge me but 10 per cent, if
 it run over that he would charge me 20. I don't think
 there was any thing said about the time that I should
 probably want it, at that time.

Halsted Cross Examined. - by plaintiff

I was owing Hill more than \$275, at that time
 I made the terms with Riddle because Hill was going
 away + Hill said he was owing
 Mr Riddle + Hill said if I would take up the notes
 it would answer his purpose. I did so 4th Aug.
 1858 + gave my own note. The agreement at that
 time, was a year time at 20 per cent interest

it did run 15 months before I took it up, I did not pay any portion of it in the 15 months on the 4th day Nov. 1857 I made those notes the \$275 was the debt owing to Hill & interest of the former note & the other was for the 20 pr ct interest. Riddle told me he would charge me 10 per cent for 3 months & 20 pr cts if it run over that time, I think he had the notes drawn at that time, I spoke to him about the notes being drawn on such short time, ^{3 months} & the form it was drawn in. He said if I didn't pay it in that time, I could have one or two years at 20 pr ct & the notes were drawn in that form, so as to save the trouble of drawing new notes, or so that we wouldn't have to draw new notes.

Re Examined by Defendants

Shows him the notes sued on. — these are the notes admitted by Plffs to be same notes.

Indorsement on small note offered in evidence by Deft. — admitted by Plff.

¶ Defendant rests here

Plffs thereupon called Robert Riddle the plaintiff who being duly sworn testified — Says I am Plff witness, Halsted is one of Defts. I had no business with H. before this — He had bought a piece of land of Mr. Hill, & owed Mr. Hill & Halsted

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wanted witness, to make a turn with him's deft. H. to lift Hills note, stake his note. - I told H. I would as soon pay the money, but if it would accommodate H. I would make the turn - I told him what terms he should have it on, He seemed to be agreeable to it. So he came & took up Hills note & gave me his note, - Well, I believe that is all I can think of. He gave me his note with Dawson's name on it. for the \$275. Well he got that for one year after the note was drawn, the note was drawn for one year.

Well a day or two before it came due, he came to see me about the note, & told me he couldn't pay it. then he went away, and it run along until the 4th Nov. afterwards, it was the 4th June it came due. I only charged him 10 pr ct from the time the note was due, till those others were due

Riddle Esq. in Chief

before the 4th Nov. I had to go to him 2 or 3 times to see what was to be done about the ~~note~~ note. I told him I was not a going to let it go in that shape, I must have a new note or other security on it as Dawson had left the State. He said he would rather the notes were revised as he could not pay it, that he would give me good security, and told me who it was. When he came back, I told him how I was going to draw the notes & he said nothing against it.

& seemed to be satisfied. I drew the notes as I said that way. I told him before how I was going to draw them, at the time I told him how I was going to draw the notes, I believe I did not agree to give him any longer time than the notes expressed.

The object in putting the penalty into the notes was I thought it would be a spur to him to pay them up in time. I would have taken the money on those notes when due if it had been offered to me.

I never refuse money when I get it offered to me, and when he did not offer to pay it, I went to him & went till I was tired of going and got nothing but poor promises. If I had been going to give it to him for a year or two, I would have drawn the notes that way, the notes express the contract as I understood it.

Here Counsel for plaintiff asked plff. if he plff. made any other contract than that expressed in the notes, plff. said he did not.

Riddle Cross Ex. by Dft.

The date of the first note when Bills note was taken up was June a year prior to the time before the drawing of these notes. I remember when that note was made, my business is a farmer, at the time this first note was made, I was not farming for myself and might not have been doing anything.

It would be corn plowing likely, not many people harvesting at that season. I don't remember what people were doing - That note was due one year

people were

after its date - drew on its face 20 per cent from the time it came due, till those other notes were due I charged him 10 per cent.

I dont think, it was the 4th of August 1858 I expect likely I have a memorandum at home. The first note came due the ~~first~~ fourth of June a year after. It was the ^{tenth} June for I went to the house and looked and found it came due the 4 June. I was helping my Brother do some thing in the barn, dont remember what he was doing. I recollect that well enough without a memorandum and could swear to it.

I told him I would charge him 4th Nov. before I drew those notes that I would charge 20 per cent. that he knew what money was worth as well as I did I did not tell him that I should charge him 20 per cent from the 4th Nov. if I had I should recollect it. Riddle Cross Es.

Dont know when Hill went away. Halsted paid me what was endorsed on the back of the note I am pretty sure of it, for a year after he come to see when it came due + I went to the house + come back + told him it was the 4th June.

Sometimes had money to lend, and sometimes I didnt. Most all people take all the interest they can get

Didnt you at any time before you drew that note go and get counsel, as to how you should draw notes when you loaned money so as to evade the usury law? I dont know as

I am obliged to tell that— I did not counsel about drawing that note

Halsted Recalled By Dft

As to the date of that first note I will tell you how I know. I had a sale of some property that day over beyond Mr Riddle I was Const. at that time I was Constable that day.

I got the note and took Wm Dawson to sign it. I think Dawson signed it a few days after. I think my hands were going to stacking Mr Riddle's record up the notes at 20 per cent at 15 months. I looked it over, I looked at that memorandum last Sunday night, it was made in the back before the sale, I made it to tell when the sale was to be made. "The above was all the evidence in the case the Court thereupon at the request of the defendant gave to the jury the following instructions"

Robert Riddell

vs,

Samuel Walsted

Defendants instructions

The Jury are instructed that it is unlawful to contract to take more than ten per cent per annum for forbearance of money on a debt, and the penalty for making such a contract is the forfeiture of the whole amount of interest, and only the principal can be recovered, if the plea of usury is interposed and such contract proved, This is the Law when the original Contract was tainted with usury,

That no question of variance can arise as to Defendants fourth plea, and if they believe from the Evidence, that there was no valid consideration for said note but that the consideration for the same was as set forth in the 4th plea then they will find for Defendants, as to said note, That is the small note,

The Jury are instructed on the part of the Defendants That, "That there may be a thousand forms perfectly legal and fair on their face, which the intent of the parties may render in substance and in

Given

Given

Given

fact usurious, where the form is fair, the intent of the parties must stamp upon it its true character,

If the Jury believe from the Evidence that the two Notes in question were made by Walsted to Riddell due and payable three months after ^{their} date, and that there was a provision put into said notes, that if they were not paid when due, then Walsted was to pay at the rate of twenty per cent per annum as liquidated damages for the detention of the said money until the same is paid, and if the Jury further believe from the Evidence, that at the time of the making of said notes the said Riddell told Walsted in substance that if Walsted "couldn't pay these notes at the times specified in these notes, he Riddell would let them run for one or two years, at 20 per cent per annum without bothering to give new notes every year, and that Walsted agreed or assented to such proposition, and that said notes did run for one, two years or more, that then in that case the agreement of payment of said 20 per cent by said Walsted as set out in said notes would be usurious,

Given

That "It was perfectly competent for the parties to agree that 20 per cent, or even a greater amount, if there was no design to evade the Statute against usury, should be paid on the amount of the notes, for delay of payment, after it became due, though

Given

B7 No specific time for forbearance was agreed upon,

Given
But it is a well settled principle, that any shift or
trick, which may be resorted to for the purpose of
Evading the Statute, is as much within the Statute,
as if its provisions had been directly violated,

Given
And if the Jury do believe from the Evidence, that
there was any Consent, understanding or agreement
by and between the said Riddell and the said
Walsted, that said Walsted could have said money
& that said notes could run for a greater length of
time than till said notes should mature - at 20 per cent
per annum thereafter, that then and in that case
the said notes would be within the Statute of usury
and would be usurious,

Given
That the Jury, in deciding whether the said Riddell
in drawing the said notes (as they are drawn) and in
making the said arrangement with Walsted, did
design to Evade the Statute against usury, - are to take
into account and consideration all of the testimony, both
as to the kind, and spirit, and manner of the witnesses
as well as the whole appearance of the witnesses in
Every respect,

And if the Jury believe from all of the Evidence as
 aforesaid, That Riddell drew said notes payable
 three months after their date, for the purpose of securing
 to the said Riddell, the right to take twenty per cent
 interest during the whole of the ballance the said notes
 might run, then in that Case the notes would be
 usurious,

The Jury are instructed that if they believe from the
 Evidence, that Defendants have paid the Plaintiff
 \$62 on said notes, or one of them, and that such
 payment was not appropriated by the Defendants on
 either of said notes specifically, then or since, and
 if they further believe from the Evidence, that Defendants
 defence to said smaller note is sustained, then they
 should allow said \$62 as a payment on the \$275 note,

That if the Jury shall find & believe from the Evidence
 that said notes were dated and given and said
 Contract made by & between Riddell & Healdsted on the
 11th day of Nov, 1859, That the Case then was, and still
 is, That if any persons, shall Contract to receive a
 greater rate of interest, than ten per cent upon any
 Contract, verbal or written, such person, shall forfeit
 the whole of said interest so Contracted to be received,
 and shall be entitled only to recover the principal
sum due to such person,

To the giving of Each and Every of which instructions
the Plaintiff then and there at the time Objected
but the Court Overruled said Objections and gave the
same to which decisions of the Court in Overruling
said Objections and giving said instructions and Each
of them, the Plaintiff then and there Excepted,

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The Plaintiff thereupon asked the Court to instruct the Jury as follows, "to wit,"

Robert Riddell	} Debt,
vs,	
Samuel Walsted & Ruben Vincent	

The court instructs the Jury on the part of Plaintiff as follows "to wit,"

1
Defendant

In pleading saying the Defendant is bound to state the Contract alleged to be usurious, with strictness and unless the pleas are supported by the Evidence the Plaintiff should be allowed by the Jury the amount of the notes offered in Evidence with the interest thereon at 20 per Cent,

2

Defendant

If the Jury believe from the Evidence that the Defendant Walsted and One Dawson were indebted to one Hill, in the sum of \$275 and that on the 4th day of June 1858, it was agreed between Plaintiff & Defendant, Walsted & said Hill that the Plaintiff should take up the note of said Walsted, and that said Walsted should give his note to the Plaintiff payable in one year with 20 per cent interest, and that on the 4th day of November 1859, the notes offered in Evidence were given for the \$275 for principal & the said \$68.75 for interest then accrued, and that the \$68.75 note last aforesaid

Refused

was given for interest at 20 per cent on the \$275 note accrued till the 4th of June 1849 + ten per cent thereafter till the 4th of November 1859, then the pleas of usury are not sustained by the Evidence + the usury should not be allowed, or any part thereof on either note but the Jury should allow, the whole of said notes both principal + interest to the Plaintiff Excepting the amount indorsed on the small note as a credit,

If the Jury believe from the Evidence that when the Contract was made for the Extension of the time of payment of the note first given to Plaintiff by Halsted + Dawson, on or about the 4th day of November 1859, It was agreed between Plaintiff + Halsted that for the principal sum due from Halsted + Dawson, he Halsted should give the larger note offered in Evidence with Vincent as his surety payable in three months with ten per cent interest till due, and 20 per cent as a penalty for non payment after due as expressed in said note, and that said note was given in consideration of such agreement, and that there was no other agreement or understanding that more than 3 months time for payment should be given then Plaintiff is Entitled to Collect said note with ten per cent till due + 20 per cent after maturity till this time as a penalty for non payment,

Given
Dated

48

Given
Erased

If the Jury believe from the Evidence, that the 20 per cent in the note mentioned in the last instruction, was put into said note, solely as a penalty to induce payment at maturity, then the Contract evidenced by said note is not usurious, unless prior to giving the note it was agreed by the parties, that more than 3. Months time of payment of the note should be given, or that the note was so drawn for the purpose of Evading or avoiding the usury Law,

3
Given

If the Jury believe from the Evidence, that when the Contract was made for the Extension of the time of payment of the note first given to Plaintiff by Kealsted & Dawson on or about the 4th day of Nov. 1859, it was agreed between the Plaintiff & Kealsted that for the principal sum due from Kealsted & Dawson the Kealsted should give the larger Note offered in Evidence with Vincent as his security payable in three months with ten per cent interest till due, and 20 per cent as a penalty for non payment after due as expressed in said note, and that said note was given in Consumation of ~~such~~ ^{such} agreement, and that there was no other agreement or understanding at or before the delivery of the note, that more than three months time for payment should be given, then Plaintiff is Entitled to Collect said note with ten per cent till due & 20 per cent after maturity till this time as a penalty for non payment

44

If the Jury believe from the Evidence that the 20 percent in the note mentioned in the last instruction was put into said note solely as a penalty to induce payment at maturity then the Contract evidenced by the note is not usurious, unless prior to the giving the note it was agreed by the parties that more than three months time of payment of the note should be given, or that the note was so drawn for the purpose of avoiding the usury laws

11

Given

5

Given

The Defendants are bound to sustain by the Evidence the Contract set forth in their pleas before they are entitled to a deduction of any portion of the interest

6

Given

The notes offered in Evidence are prima facie Evidence of the making of such Contract, as said notes Express upon their faces, and the burden of proof is upon the Defendants to show that the Contract was different and the Defendants are bound before they can deduct the interest upon said notes, to prove to the satisfaction of the Jury that the Contract is as alleged in their pleas

7

Given

The Plaintiff & Defendant Walsted are both competent witnesses in this case upon the question of usury and until they are impeached, the Jury are not authorized to wholly disregard the testimony of either and may in determining the weight of their testimony take into consideration

45
any fact or Circumstance supporting this Evidence,

45-
8 Given
In determining whether the penalty provided for in the ~~State~~ Notes after due was to urge prompt payment they may take into Consideration whether or not there had been previous delay in payment, the notes themselves, the sworn testimony of Riddell and all other facts and Circumstances proven,

9 Given
It requires the assent of both parties to make a Contract and although the Jury may believe from the Evidence that Healdsted Expected that Riddell would not enforce payment of the notes offered in Evidence when they became due, yet if Riddell intended to make the Contract expressed in said notes, said notes would not for this reason alone be usurious, provided said note expresses the whole of the Contract between the parties, and that before the delivery of the note, there was no agreement made by the parties that more than 3 months time of payment of the note should be given,

10 Given
The burden of proof is upon the Defendants to prove the usurious Contract alleged in their pleas, and if the Jury believe from the Evidence, that the Evidence tending to prove such Contract, and that tending to prove a different Contract is Equally balanced or that it preponderate against the said Contract in said pleas alleged, then they should disallow the usury, and allow the principal and interest provided for in said notes after deducting the credits interest

On the small note,

11 Given

The law of usury in force allows Defendants to deduct from the note made upon an usurious Contract the interest reserved. And nothing can be deducted from the principal sum due, above the interest. The Defendants are Exempted from paying the interest where usury is successfully pleaded & proven & nothing more

12 Given

Under the Law of this State usurious interest paid cannot be recovered back

13 Given

When payment is made generally on several notes & the payer does not direct which note to apply the payment on, the payer may elect to apply it on either if the notes are due at the same time, This is the Law if both notes are valid notes,

14 Given

If the Jury believe from the Evidence that \$100. was paid by Healdsted on the note offered in Evidence, and that it is indorsed on the smaller note this is Evidence from which the Jury may infer that the agreement was to pay on said small note in the absence of all other Evidence on this point

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47
To the giving of Each and Every of which instructions
the Defendants then and there Objected but the Court
Overruled said Objection as to the said instructions
Numbered respectively 3, 4, 5, 10, 11, 12, 13, & 14 and gave
the same to the Jury to which decision of the Court in
Overruling said Objection and giving said instructions
and Each of them the Defendants then and there Excepted,

The Jury having found & returned a Verdict, the
Defendants moved the Court to set the same aside and
grant to Defendants a new trial herein, but the Court
refused to set aside the said Verdict, and Overruled the
said motion for a new trial, and refused to grant to
Defendants a new trial herein, to which decisions and
rulings of the Court in refusing to set aside said Verdict
and in Overruling said motion for a new trial and in
refusing to grant a new trial herein the Defendants then
and there Excepted, Thereupon the Court being about
to Enter Judgment upon the said Verdict the Defendants
Entered a motion in arrest of Judgment, but the Court
Overruled said motion in arrest of Judgment, to which
decision of the Court in Overruling said motion in arrest
of Judgment, the Defendants then and there Excepted,
After which the Court Entered Judgment upon the Verdict,

And inasmuch as the said Matters do not otherwise
fully appear of Record, the Defendants then and there at
the time of said trial prayed the Court to sign and seal
this his Bill of Exceptions in said Cause and make the

Same a part of the Record in said Cause which is done
accordingly and this Bill made a part of the Record
in said Cause

Feby 17. th 1863.

S. V. Richmond ^{Seal}
Judge 23rd Judicial
District

State of Illinois } ss,
Marshall County } I Sheldon Arnold Clerk of the
Circuit Court in and for the County
of Marshall in the State of Illinois, do hereby Certify
that the foregoing, from page one to Forty Eight
inclusive is a full, true, and Complete Transcript
of the Record and proceedings in said Cause lately
pending in said Court wherein Robert Reddick
is Plaintiff and Samuel Walsted & Reuben Vince &
Defendants in a plea of Debt, as the same appears
of Record in my Office

In Witness whereof I have hereunto
set my hand and affixed the seal
of said Court at Vicksburg this 4th day
of April A.D. 1863,

Sheldon Arnold
Clerk,

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Hubert and stop

Middell

Record

Field April 21st 1863

Leland
Glebe

512.33

5 That said Court erred in entering judgment on the verdict against the plaintiffs in error.

6 That said Court erred in entering judgment against the plaintiffs in error in damages, without any finding or judgment as to the debt claimed declared for.

7 That the said Court erred in entering judgment in said cause against the ^{Defendant} plaintiffs in error when by the law of the land the judgment should have been entered of the plaintiffs in error.

Wherefore & by reason of said errors and others not named plaintiffs in error pray that said judgment may be reversed annulled & for costs returned and that plaintiffs be restored to all things which he has lost by reason thereof.

Bonpo Shaw.

Hull, Mass.

Rice

Assignment
of errors

In Supreme Court Illinois
Third Grand Division
April Term A.D. 1863

Samuel Keelsted ^{and}

Kerrben Vincent
Plaintiffs in Error

vs.

Robert Riddle
Defendant in Error

Error to Marshall

It is hereby stipulated
between the parties to the above writ
that the same shall be reversed and
remanded as far now pending in Error
at said Term of said Court and remanded
to the Circuit Court of Marshall County for
further proceedings with leave to plaintiffs
in Error to amend all their pleas therein
and the said plaintiffs, naming any discontin-
uance which may have intervened in said
Cause and defendants in Error to pay all
costs in Supreme Court plaintiffs to have
judgment & execution thereon for his costs.

Burns pro deft
Bangs & Shaw for plaintiffs in Error

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Residence of Rev. Mr.

Statement for
Receipt of Annual

Given May 4 1863

J. Selous. MR