

1231~~8~~

No. _____

Supreme Court of Illinois

Low~~er~~

vs.

Freeman, et al

71641  7

84

William W. Bow

vs

Samuel Freeman

Elizabeth Freeman

Open
1857

84

~~12314~~

1857

12314

William W. Low vs. Samuel Freeman and Elijah Freeman.

Pleas before the Honourable Circuit Court of Marshall County, in the State of Illinois, at a Special Term thereof begun and holden at the Court-house, in Lacon, on Tuesday, the fifth day of February, in the year of our Lord one thousand eight hundred and fifty-six.

Present, the Honourable Madison C. Hollister, Judge of the Ninth Judicial Circuit of the State of Illinois; W. H. L. Wallace, State's Attorney for said Circuit; Greenberry L. Fort, Clerk, and by James H. C. Boal, his deputy; and Abram Gardner, Sheriff, and by H. L. Crane, his deputy.

Be it remembered, that heretofore, to wit, on the 20th day of January, A.D. 1854, came the plaintiff, by his attorney, and filed herein the following Declaration and Amended Declaration, to wit:

Declaration.

The State of Illinois, Marshall County, Circuit Court, October Term, in the year of our Lord one thousand eight hundred and forty-nine.

Marshall County, ss.

William W. Low complains of Samuel Freeman and Elijah Freeman, in a plea of assumpsit, for that whereas, heretofore, to wit, on the second day of June, in the year of our Lord one thousand eight hundred and forty-nine, at the County of Marshall aforesaid,

the said plaintiff, at the special instance and request of the said defendants, bargained with the said defendants to buy of them, the said defendants, and the said defendants then and there sold to the said defendants, a large quantity of corn, to wit, eight hundred bushels (more or less), at the rate and price of twenty five cents for ~~every~~ ^{each} bushel thereof, to be delivered by the said defendant to the said plaintiff, at the mouth of Sandy, opposite Henry, or at William Lenn's warehouse, in Lacon, if anything should happen that said Low could not get a boat to take it from opposite Henry, by the first day of August then next, and to be paid for by the said plaintiff to the said defendants, on the delivery thereof as aforesaid; and in consideration thereof, and that the said plaintiff, at the like special instance and request of the said defendants, had then and there undertaken and faithfully promised the said defendants to accept and receive the said corn, and to pay them for the same, on the delivery thereof as aforesaid, at the rate or price aforesaid, they, the said defendants undertook and then and there faithfully promised the said plaintiff to deliver the said corn to him, the said plaintiff, as aforesaid; and although the said time for the delivery of the said corn as aforesaid hath long since elapsed, and the said plaintiff hath always been ready and willing to ~~receive~~ accept and receive the said corn, and to pay for the same, at the rate and price aforesaid, to wit at the County aforesaid, at the warehouse of William Lenn, in

Lacon aforesaid, and hath paid to the defendant ten dollars, part of the price of said corn, at the time of said sale, yet the said defendants, not regarding their said promise and undertaking, did not, nor would, within the time aforesaid, or at any time afterwards, deliver said corn, or any part thereof, for the said plaintiff, at the warehouse of William Tenn, in Lacon aforesaid, or at the mouth of Sandy aforesaid, or elsewhere, but wholly neglected and refused so to do; and the said plaintiff avers that it did so happen that he could not get a boat to take the said corn at the mouth of Sandy, opposite Henry; whereby the said plaintiff hath lost and been deprived of divers great gains and profits which might and otherwise would have arisen and accrued to him from the delivery of said corn to him, the said plaintiff, as aforesaid, to wit, at the County aforesaid, according to his said promise and undertaking.

2. And whereas, also, afterwards, to wit, on the second day of June, in the year of our Lord one thousand eight hundred and forty-nine, to wit, at the County of Marshall aforesaid, the said defendants made their certain contract or agreement in writing with the said plaintiff, for the sale and delivery by the said defendants to the said plaintiff of certain other corn, in the words and figures following, to wit: "We, Samuel Freeman and Elijah Freeman has this day sold to Wm. W. Low (800) Eight hundred bushels of corn (more or less), at (25) twenty ^{cents} ~~five~~, meaning (Twenty-five)" per bushel, to be

delivered at the mouth of Sandy, opposite Henry, (or at Wm. Lenn's warehouse, in Lacon, if anything should happen that Low could not get a boat to take it from opposite of Henry), to be delivered by the first of August next, in merchantable, good order, at the customary weights per bushel. Received on this contract, five dollars, and the balance of the money to be paid when ~~the~~ all of the corn is delivered.

June 2nd, 1849.

Samuel Freeman.

Elijah Freeman, Jr. "

And in consideration thereof, the defendants undertook and then and there faithfully promised the plaintiff to deliver the said last-mentioned corn to him as aforesaid; and although the said time for the delivery of said last-mentioned corn hath long since elapsed, and the said plaintiff has always been ready and willing to accept, receive and pay for the same, at the rate or price stipulated in the agreement in writing aforesaid, to wit, at the county ~~aforesaid~~ of Marshall aforesaid, at the warehouse of William Lenn, in Lacon aforesaid, yet the said defendants, not regarding their said promise and undertaking contained in said agreement in writing, but contriving to deceive and defraud the plaintiff in this behalf, did not, nor would, within the time in said agreement in writing ~~specified~~ mentioned and specified, or at any time afterwards, deliver said last-mentioned corn, or any part thereof, to the said plaintiff, at the warehouse of William Lenn, in Lacon aforesaid, or else-

where, but wholly neglected and refused so to do, to the damage of the plaintiff.

3. And whereas also afterwards, to wit, on the first day of August, A. D. 1849, at the County of Marshall aforesaid, the said defendants were indebted to the said plaintiff in the sum of two hundred dollars for money received by the defendants to and for the use of the plaintiff, and in the sum of two hundred dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them; and whereas the said defendants, afterward, on the day and year last aforesaid, in consideration of the premises, then and there promised to pay the said last-mentioned sums of money to the plaintiff on request; yet the ~~def~~ said defendants have disregarded their promises, and have not paid the same, nor any part thereof, to the damage of the plaintiff two hundred dollars; and thereupon he brings this suit. By

Ira J. Tenn, his Attorney.

Amended
Declaration.

William W. Lowe, } Assumpsit.
Samuel ^{vs.} Freeman & } Circuit Court, Stark Co.
Elijah Freeman, Jr. } 2nd amended Declaration.

4. And for that whereas, also, on the second day of June, A. D. 1849, at the County of Marshall aforesaid, the said defendants made their certain contract or agreement in writing by them subscribed, in substance as follows, to wit:

"We, Samuel Freeman and Elijah Freeman, has
this day sold to Wm. W. Low (800) Eight hundred
bushels of corn (more or less) at (25) Twenty ~~five~~
cents (meaning Twenty-five) ~~per~~ bushel, to be delivered
at the mouth of Sandy, opposite of Henry, (or at
William Tenn's ware house, in Lacon, if any thing
should happen that Low could not get a boat
to take it from opposite of Henry); to be delivered
by the first of August next, in merchantable, good
order, at the customary weights per bushel. Received
on this contract five dollars, and the balance of the
money to be paid when all of the corn is delivered.
June 2nd, 1849. Samuel Freeman.
Elijah Freeman, Jun. "

And the said plaintiff avers that the said W. W.
Low in the said contract mentioned, is the plaintiff,
and the said Samuel Freeman and Elijah Freeman,
Jun., mentioned in, and who signed, said contract,
are the same persons, and are the defendants in this
suit. In consideration of the premises, the said de-
fendants then and there undertook and promised
the plaintiff to deliver to the said plaintiff the said
corn in the said contract mentioned, according to the
terms and conditions of ~~the~~ said contract. And the said
plaintiff further avers that although he was at all
times ready, ~~and~~ able and willing to pay for said
corn, according to the terms and conditions of said con-
tract, yet the said defendants did not nor would
deliver the same, according to the terms and conditions

of said contract, either at the mouth of Sandy, opposite of Henry, or at William Lenn's ware house, or elsewhere; but the same to do wholly refused and still refuse. By reason whereof, the said plaintiff hath lost and been deprived of the said sum of five dollars which was by him advanced and paid to said defendants on said contract; and has lost and been deprived of a large sum of money which he might and could have made by the advance in price on said corn, if the same had been delivered on said contract, according to the terms and conditions of said contract, and the promise and agreement of the said defendants, (to wit), the sum of two hundred dollars, to wit, at the County of Marshall aforesaid.

Lenn & Purple, for plff.

And on the aforesaid 20th day of January, A. D. 1854, the defendants filed herein the following pleas, to wit:

Pleas.

1) Wm. M. Low, }
vs. } Starke Circuit Court, Nov. T., 1850.
Freeman & Freeman.

And the said deft. says *actio non*, because, he says, that after the making of the said supposed contract, and for a good and valid consideration, it was verbally agreed, by and between the said plff. and this deft., that the deft. need not and should not be required to deliver the said corn, either at the mouth of the Sandy, or at the warehouse of William Lenn.

in Lacon, until he, the plaintiff, should furnish sacks for sacking the said corn; and that the plff. would direct when said corn should be delivered; and that he, the plff., would deliver the sacks for ~~the~~ sacking the said corn, in ten or twelve days at farthest. And on the fourth of July, the said plff. further agreed with deft. that in two or three weeks at farthest he would furnish the said sacks to deft.; and the deft. retained the corn until the expiration of the said times, and long after; and the said plff. wholly neglected and refused to furnish the said deft. with said sacks, or any sacks, for sacking said corn, during or within the time or times aforesaid; and neglected and refused to direct the deft. where said corn should be delivered, and did not direct it to be delivered either at the mouth of Sandy or at William Tenn's warehouse, in Lacon. And afterwards the said deft. sold and delivered the said corn to other persons, to wit, on the fifth day of August, 1849, as he might lawfully do by reason of the failure and neglect of the said plff. to perform and fulfill his contract and agreement aforesaid.

2.) And for further plea, said deft. says *actio non*, because, he says, that after the making of the supposed contract in the declaration mentioned, the said plff., for a good and valid consideration, agreed with the deft. that he, the deft., need not and should not be required to deliver corn in the supposed contract in the declaration mentioned, until

the plaintiff should furnish and deliver to the deft. sacks for the sacking of said corn, and direct him, the deft., where to deliver said corn when so sacked; and that he would so furnish sacks, and direct where to deliver said corn, on or before the first day of August, 1849. And the deft. avers that he was ever ready and willing to deliver the said corn before the ^{1st} first day of August, when the said plff. should so furnish the said sacks, and direct where to deliver the said corn; and the deft. further avers, that the said plff. did not, before the said first day of August, nor at any time, furnish the said sacks, or any part thereof, nor direct the deft. where to deliver the said corn; and this the deft. is ready to verify, wherefore he prays judgt, &c.

B) And for further plea, deft. says actio non, because, he says, that after the making of the supposed agreement in the plff's declaration mentioned ^{the plaintiff} for a good, sufficient and valid consideration, agreed with this deft. that he, deft., need not and should not deliver the said corn until he, the plff., should furnish sacks in which to put said corn; and that he, the said plff., would furnish and deliver said said sacks to the deft., at Marshall County, and direct deft. where to deliver said corn, in season, and so long before the first day of August then next as to enable deft. to sack and deliver said corn to the plff. before said first day of August; and deft. avers that he was ready and willing to deliver said corn at the

mouth of Sandy, or at William Tenny's warehouse, at any and at all times before the said first day of August, and would have so delivered it if the plff. had furnished sacks according to his agreement aforesaid; but the plff. neglected and refused to deliver said sacks as aforesaid, or at any time before the said first day of August, or at any other time, to the plff., or to direct where said deft. should deliver said corn; and this the deft. is ready to verify, wherefore he prays judgment, &c.

By his Atty., Peters & Ramsey.

And on the 18th day of October, A.D. 1854, the plaintiff filed herein the following Demurrer, to wit:

Demurrer.

William W. Low, } Assumpsit.
vs. Samuel Freeman & } And the said plaintiff says
Elijah Freeman. } that the said defendants' pleas numbered 1, 2 and 3, filed in this cause January 20, 1854, nor either of them, are sufficient in law to bar or preclude the said plaintiff from having and maintaining his action aforesaid against the said defendant, and that he is not bound in law to answer the same, nor either of them; and this he is ready to verify, wherefore he prays judgment, &c.

Purple & Tenny, for plff.

And the said plaintiff comes and shews to the Court here the following special causes of demurrer to each of the said pleas:

- 1st. That the same are insufficient in law, and each of them;
2. That the consideration for the alleged new contract is not stated and set forth in said pleas.
- Purple, for plff.

And on the 7th day of February, A. D. 1856, at said February Term, the plaintiff filed herein the following Additional Pleas, to wit:

Additional
Pleas.

Wm. W. Low, } Marshall County Circuit Court.
Samuelst Freeman, } And the said defendants say
Elijah Freeman. } actio non, because, they say, that
after the making of the said supposed contract in
the plff's declaration mentioned, and before the said
first day of August in said contract mentioned, to
wit, at the County of Marshall aforesaid, in con-
sideration that the defendants, at the request of the
plaintiff, had then and there agreed to and with
the plaintiff that they, the defendants, would not
shell or thresh the said corn in the said contract
mentioned until he, the said plaintiff, would thereafter
furnish ~~sacks~~ to the defendants, at their residence,
in Marshall County, sacks in which to sack
the said corn. It was verbally agreed, by and between
the said plaintiff and the defendants, that the defend-
ants need not and should not be required to deliver
the said corn either at the mouth of Sandy or at
the warehouse of William Tenn, in Lacon, until

the plaintiff should furnish sacks for racking the said corn; and that the plaintiff would direct when said corn should be delivered, and that the plaintiff would deliver the sacks for racking the said corn in ten or twelve days at farthest; and on the fourth day of July, the said plaintiff further agreed with the defendants, that in two or three weeks at farthest he would furnish the said sacks to defendants. And the defendants retained the corn until the expiration of the said times, and long after; and the said plaintiff wholly neglected and refused to furnish said defendants with said sacks, or any sacks, for racking said corn, during or within the time or times aforesaid, and neglected and refused to direct the defendant when said corn should be delivered, and did not direct it to be delivered either at the mouth of Sandy or at William Lenn's warehouse, in Lacon. And afterwards the defendants sold and delivered the said corn to other persons, to wit, on the 5th day of August, 1849, as they might lawfully do by reason of the failure and neglect of the plaintiff to perform and fulfill his contract and agreement aforesaid; and this the defts are ready to verify, wherefore they pray judgment, &c.

And for further plea in this behalf, the said defendants say action non, because, they say, that after the making of the said supposed contract in the declaration mentioned, and before the said first day of August in said contract mentioned, at the County of

Marshall aforesaid, in consideration that the defendants had then and there agreed to and with the plaintiff, and at his request, that they, the defendants, would not shell or thresh the said corn in said contract mentioned, until the ^{said} plaintiff should thereafter furnish to the defendants sacks in which to sack the said corn, the plaintiff agreed with the defendants that the defendants need not and should not be required to deliver said corn in said supposed contract mentioned, until the plaintiff should furnish and deliver to the defendants sacks for the sacking of said corn, and direct them, the defendants, when to deliver said corn when so sacked; and that he would so furnish sacks, and direct when to deliver said corn, on or before the first day of August, 1849. And the defendants aver that they were ever ready and willing to deliver said corn before the said first day of August, when the plaintiff should so furnish the said sacks, and direct when to deliver the said corn; and the defendants further aver that the said plaintiff did not, before the said first day of August, nor at any time, furnish the said sacks, or any part thereof, nor direct the defts. when to deliver the said corn; and this the defts. are ready to verify, wherefore they pray judgment, &c.

And for further plea in this behalf, the defts. say actio non, because, they say, that after the making of the said supposed agreement in the plff's declaration mentioned, the plff., in consideration of the agreement

of the defendants with the plff. that they, the defendants, would not shell or thresh said corn in said contract mentioned until the plaintiff should direct the defts. where to deliver the same, and should furnish to the defts. sacks for the racking of the said corn, agreed with the defendants that the defts. need not and should not deliver the said corn until he, the plff., should furnish sacks in which to put said corn; and that he, said plff. would furnish and deliver said sacks to defts. at Marshall County, at the residence of defts., and direct defts. where to deliver said corn, in season, and so long before the first day of August then next as to enable defts. to sack and deliver said corn to the plff. before said first day of August. And defts. aver that they were ready and willing to deliver said corn at the mouth of Sandy at William Tenn's warehouse, at any and all times before said first day of August, and would have so delivered it if the plff. had furnished sacks according to his agreement aforesaid; but the plaintiff neglected and refused to deliver said sacks as aforesaid, or at any time before the said first day of August, or at any other time, to the defts., or to direct where said defts. should deliver said corn; and that the defts. are ready to verify, wherefore they pray judgment, &c.

Ramsey, Fleming & Pratt, Defts.' Atty's.

And on the aforesaid 7th day of February, A.D.

1856, the plaintiff filed herein the following Demurrer to Additional Pleas, to wit:

Demurrer to William W. Low, } In Circuit Court,
Add. Pleas. Samuel^{vs.} Freeman, } Feb. Special Term,
Elijah Freeman. } A. D. 1856.

And now comes the said plaintiff, and says, that the said defendants' additional pleas 1, 2 & 3, filed Feb. 8th 1856, are not sufficient in law, nor are either of them sufficient in law, to bar or preclude the said plaintiff from having or maintaining his action aforesaid against the said defendants, and that he is not bound in law to answer the same; and that the said plaintiff is ready to verify, and therefore he prays judgment, &c.

N. H. Purple, plff's atty.

And the said plaintiff comes and shews the following special causes of demurrer:

- 1st. That said pleas and each of them are insufficient in law;
2. That said pleas and each of them are insufficient and informal, because they show and state no sufficient consideration for the alleged new contract in said plea stated.

N. H. Purple, plff's atty.

And on the aforesaid 7th day of February, A.D. 1856, being one of the days of said Term, the following judgment was rendered herein, to wit:

Wm. W. Low, }
vs. Samuel Freeman et al. } Debt.

Judgment. This day comes this cause on to be heard upon the Special Demurrer to Additional Pleas, and the Court, after hearing the argument of counsel, and being fully advised in the premises, doth order that said demurrer be overruled; and now comes the plff. by Purple, his attorney, and abides by his demurrer.

It is therefore ordered, adjudged and considered by the Court, that the said defendants have judgment upon the demurrer. It is therefore considered by the Court, that the defendants have and recover of the plaintiff their costs and charges by them about their defence in this behalf expended, and it is ordered that execution issue therefor.

And on the 9th day of February, A. D. 1856, the plaintiff filed herein the following Bill of Exceptions, to wit:

William W. Low, }
vs. Samuel Freeman, } In the Circuit Court of
Elijah Freeman. } Marshall County.

Bill of
Exceptions.

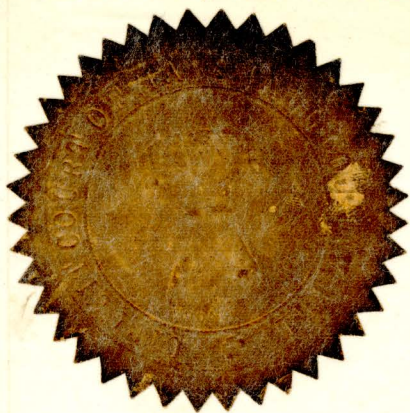
Be it remembered, that on this day this cause came on to be heard upon the Demurrer of the plaintiff to the first, second and third additional pleas of the defendants; and the Court being sufficiently advised in the premises, doth order and adjudge that the said demurrer be overruled; and the plaintiff abiding by his demurrer, the Court gave judgment

for the defendant; to all which ruling and decision
of the Court the plaintiff then and there excepted,
and requested the Court to seal this Bill of Exceptions,
which is done.

Feb. 9, 1856.

M. E. Hollister. *Seal*

State of Illinois, } ss. J. G. L. Fort, Clerk of the
Marshall County, } Circuit Court for said County,
do certify, that the foregoing Record, from page 1 to
page 17 inclusive, is a true transcript of the papers
on file, and the proceedings had, in the case of
William W. Low vs. Samuel Freeman and Elijah
Freeman, in said Court.



Witness my hand, and the Seal
of said Court, at Lacon, this 7th
day of June, A.D. 1856.

J. G. L. Fort, Clerk.

By Jas. St. C. Boal, Deputy.

clks for Transcript & seal \$9 85-

Mr. W. L. Gouge

by
Samuel Freeman
Elijah Freeman

vs. The Supreme Court

Error to Marshall

And Now comes the said
Plaintiff in Error and says that in
the Records and proceedings aforesaid
and in the rendition of the Judgment
aforesaid, there is Manifest Error in this
to wit

1st. Said Court Erred in Overruling the
Verdict of Defendants additional Plea

2. Said Court Erred in giving Judgment
for the Defendant.

For these & other Errors the
Plf prays that said Judgment may
be reversed &c.

A. W. P. Supt
Plf atty

84
William W. Loring

vs
Samuel Freeman &
Elijah Freeman

Filed March 24, 1857

L. Leland
Clerk

STATE OF ILLINOIS, SUPREME COURT,

APRIL TERM, A. D. 1857.

Error to Marshall.

WILLIAM W. LOW *vs.* SAMUEL FREEMAN AND ELIJAH
FREEMAN.

ABSTRACT OF THE RECORD.

This suit was brought on a contract for the delivery of corn, precisely like the contract in the suits of Low *vs.* Getty, and Low *vs.* Forbes, and bearing the same date.

On the 20th January, 1856, three pleas were filed by the defendants, which were demurred to, upon which demurrer no adjudication was made by the court.

On the 7th February, 1856, defendants filed three additional pleas, to which the plaintiff also demurred; the court overruled the demurrer; the plaintiff abided by his demurrer, and the court gave judgment thereon for the defendants.

The pleas are the same as those upon which the issue is joined in the case of Wm. W. Low *vs.* Wm. J. Getty; and the only question in the record is, whether they present a defence to the action.

N. H. PURPLE, *Plaintiff's Attorney.*

William M. Lowe

vs
Saml. Freeman & Co.

N. H. PURPLE, Plaintiff's Attorney.

Record is, whether they present a defence to the action.
case of *Wm. W. Low ex Wm. J. Getty*; and the only question in the

The plea are the same as those upon which the issue is joined in the

for the defendants.

the plaintiff, signed by his demurrer, and the court gave judgment thereon

which the plaintiff also demurred; the court overruled the demurrer;

On the 7th February, 1837, defendants filed three additional pleas, to

by the court.

which were demurred to, upon which demurrer, no adjudication was made

On the 20th January, 1837, defendants were filed by the defendants,

pending the same date.

like the contract in the case of *Low ex Getty*, and *Low ex Forbes*, and

This suit was brought on a contract for the delivery of corn, precisely

ABSTRACT OF THE RECORD.

FREEMAN.

WILLIAM M. LOW vs. SAMUEL FREEMAN AND ELLIOT

Plaintiff to Marzbank.

VENUE TERM V. D. 1837.

STATE OF ILLINOIS' SUPREME COURT.

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of *Illinois*
TO THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF *Marshall* GREETING:

BECAUSE, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *Marshall* County, before the Judge thereof, between *William W. Lowe*

plaintiff, and *Samuel Freeman & Elijah Freeman*

defendant ^s it is said manifest error hath intervened, to the injury of the aforesaid

Plaintiff

as we are informed by *his* complaint, and we being willing that error should be corrected if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the *first Tuesday after the third Monday in April* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

WITNESS, The Hon. WALTER B. SCATES, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *24th* day of *March* in the Year of Our Lord One Thousand Eight Hundred and Fifty-*Seven*

L. Leland
Clerk of the Supreme Court.
By J. B. Rice Deputy

William W. Low
vs
Samuel Freeman
& Elijah Freeman

Writ of Error

Filed March 24 1857

L. Selund
Clk.

be done according to law.
expected, we may cause to be done therein, to correct the error, what of right ought to
the same before our Justices aforesaid in Ottawa, in the County of La Salle, on the
aforesaid, with all things touching the same, under your seal, so that we may have
sent to our Justices of the Supreme Court the record and proceedings of the plaintiff
and you that if judgment thereof be given, you distinctly and openly, without delay,
be, in due form and manner, and that justice be done to the parties aforesaid, com-
plaint, and we being willing that error should be corrected if any there
as we are informed
defendant: it is said manifest error hath intervened, to the injury of the aforesaid

of Our Lord One Thousand Eight Hundred and Fifty-Seven
tenth, this 24th day of March, in the Year
Justice of our said Court, and the Seal thereof, at Ot-
tawa, the Hon. WILLIAM D. BEAULIEU, Chief

Clerk of the Supreme Court.

STATE OF ILLINOIS,
SUPREME COURT,

ss. The People of the State of Illinois,

TO THE SHERIFF OF THE COUNTY OF

Marshall

GREETING:

BECAUSE, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of *Marshall* county, before the Judge thereof, between *William W. Lowe*

plaintiff & *Samuel Freeman & Elijah Freeman*

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

plaintiff

as we are informed by *his* complaint, the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; THEREFORE, WE COMMAND YOU, that by good and lawful men of your county, you give notice to the said *Samuel Freeman & Elijah Freeman*

that *they* be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, ^{first Tuesday after the} on the *third* Monday in *April* next, to hear the records and proceedings aforesaid, and the errors assigned, if *they* shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said *Samuel Freeman & Elijah Freeman* notice, together with this writ.

WITNESS, The Hon. WALTER B. SCATES, Chief Justice of our said Court, and the Seal thereof at Ottawa, this *24th* day of *March* in the Year of Our Lord One Thousand Eight Hundred and Fifty-*Seven*.

S. Leland
Clerk of the Supreme Court.

By J. B. Rice Deputy

STATE OF ILLINOIS, }
TO THE SHERIFF OF THE COUNTY OF }
SHERIFF COURT, }
The People of the State of Illinois

GREETING:

BEFORE the Judge thereof, between
ment of a plea which was in the Circuit Court of
COUNTY,

William W. Low
vs
Samuel Freeman
& Elijah Freeman
Scire facias

Filed April 15, 1897
L. Leland
Clerk

Sheriff fees \$1.70

I have served this writ on Samuel Freeman and Elijah
Freeman by reading the same to each of them on the
ninth day of April AD 1897

H. L. Crane Sheriff of
Marshall Co
Illinois

Fence - 1.00
Mileage 60
Return \$1.70

NOTES: The Hon. WALTER R. SCATES, Chief

Justice of our said Court and the Seal thereof at
Ottawa, this 8th day of

Clerk of the Supreme Court

STATE OF ILLINOIS, SUPREME COURT,

APRIL TERM, A. D. 1857.

Error to Marshall.

WILLIAM W. LOW *vs.* SAMUEL FREEMAN AND ELIJAH
FREEMAN.

ABSTRACT OF THE RECORD.

This suit was brought on a contract for the delivery of corn, precisely like the contract in the suits of Low *vs.* Getty, and Low *vs.* Forbes, and bearing the same date.

On the 20th January, 1856, three pleas were filed by the defendants, which were demurred to, upon which demurrer no adjudication was made by the court.

On the 7th February, 1856, defendants filed three additional pleas, to which the plaintiff also demurred; the court overruled the demurrer; the plaintiff abided by his demurrer, and the court gave judgment thereon for the defendants.

The pleas are the same as those upon which the issue is joined in the case of Wm. W. Low *vs.* Wm. J. Getty; and the only question in the record is, whether they present a defence to the action.

N. H. PURPLE, *Plaintiff's Attorney.*

William W. Lowe

Sam^l Freeman & al

record is whether they present a defence to the action.

case of *Wm. W. Lowe vs. Wm. J. Getty*; and the only question in the
The pleas are the same as those upon which the issue is joined in the
for the defendants.

the plaintiff replied by his demurrer; and the court gave judgment thereon
which the plaintiff also demurred; the court overruled the demurrer;
On the 7th February, 1856, defendants filed three additional pleas to
by the court.

which were demurred to, upon which no adjudication was made
On the 30th January, 1856, these pleas were filed by the defendants,
bearing the same date.

This suit was brought on a contract for the delivery of corn, precisely
like the contract in the suits of *Lowe vs. Getty*, and *Lowe vs. Forbes*, and

ABSTRACT OF THE RECORD.

WILLIAM W. LOWE vs. SAMUEL FREEMAN AND ELLIOT

Entered in May 5, 1857
H. Leland Clerk

April Term, A. D. 1857.

STATE OF ILLINOIS, SUPREME COURT.

STATE OF ILLINOIS, SUPREME COURT,

APRIL TERM, A. D. 1857.

Error to Marshall.

WILLIAM W. LOW *vs.* SAMUEL FREEMAN AND ELIJAH
FREEMAN.

ABSTRACT OF THE RECORD.

This suit was brought on a contract for the delivery of corn, precisely like the contract in the suits of Low *vs.* Getty, and Low *vs.* Forbes, and bearing the same date.

On the 20th January, 1856, three pleas were filed by the defendants, which were demurred to, upon which demurrer no adjudication was made by the court.

On the 7th February, 1856, defendants filed three additional pleas, to which the plaintiff also demurred; the court overruled the demurrer; the plaintiff abided by his demurrer, and the court gave judgment thereon for the defendants.

The pleas are the same as those upon which the issue is joined in the case of Wm. W. Low *vs.* Wm. J. Getty; and the only question in the record is, whether they present a defence to the action.

N. H. PURPLE, *Plaintiff's Attorney.*

William W Lowe
vs
Saml Freeman

N. H. PURPLE, Plaintiff's Attorney.

record is, whether they present a defense to the action.

The pleas are the same as those upon which the issue is joined in the case of Wm. W. Lowe vs. Wm. J. Getty; and the only question in the

the plaintiff applied by his demurrer, and the court gave judgment thereon which the plaintiff also demurred; the court overruled the demurrer;

On the 14th February, 1833, defendants filed three additional pleas, to which were demurred to, and in which they asked no adjudication was made

On the 30th January, 1833, three pleas were filed by the defendants, bearing the same date.

This suit was brought on a contract for the delivery of corn, precisely like the contract in the suits of Lowe vs. Getty, and Lowe vs. Forbes, and

ABSTRACT OF THE RECORD.

WILLIAM W. LOWE, vs. SAMUEL FREEMAN AND FETTER

Plaintiff vs. Defendants.

April Term, A. D. 1833.

STATE OF ILLINOIS, SUPREME COURT.

STATE OF ILLINOIS, SUPREME COURT,

APRIL TERM, A. D. 1857.

Error to Marshall.

WILLIAM W. LOW *vs.* SAMUEL FREEMAN AND ELIJAH
FREEMAN.

ABSTRACT OF THE RECORD.

This suit was brought on a contract for the delivery of corn, precisely like the contract in the suits of Low *vs.* Getty, and Low *vs.* Forbes, and bearing the same date.

On the 20th January, 1856, three pleas were filed by the defendants, which were demurred to, upon which demurrer no adjudication was made by the court.

On the 7th February, 1856, defendants filed three additional pleas, to which the plaintiff also demurred; the court overruled the demurrer; the plaintiff abided by his demurrer, and the court gave judgment thereon for the defendants.

The pleas are the same as those upon which the issue is joined in the case of Wm. W. Low *vs.* Wm. J. Getty; and the only question in the record is, whether they present a defence to the action.

N. H. PURPLE, *Plaintiff's Attorney.*

83

William M. Lowe

David Freeman et al

M. H. PURPLE, Clerk of the Court.

record is, whether they present a defence to the action.

The pleas are the same as those upon which the issue is joined in the case of Wm. W. Low vs. Wm. J. Getty; and the only direction in the

for the defendants.

the plaintiff abided by his demurrer; and the court gave judgment thereon which the plaintiff also demurred; the court overruled the demurrer;

On the 14th February, 1837, the defendants filed three additional pleas, to be the court.

which were demurred to, and which, on the 14th, no rejoinder was made. On the 20th January, 1837, the pleas were filed by the defendants, pending the same date.

like the contract in the suit of Wm. J. Getty and Low vs. Forbes, and This suit was brought on a contract for the delivery of corn, precisely

ABSTRACT OF THE RECORD.

WILLIAM W. LOW, SYMUEL FREEMAN AND ELLIAN
FREEMAN vs. MURPHY.

Filed May 5, 1837
L. Leland Clerk

APRIL TERM, A. D. 1837.

STATE OF ILLINOIS' SUPREME COURT.

Law

N

Freeman

Opinion by Eaton J.

This case is precisely like that of Law in
Forbes. decided at this term and the judgment
is affirmed for the reasons there assigned

Law. 84
N. X

Freemow

Common by
Carson