

14173

No. _____

Supreme Court of Illinois

Wood

vs.

Blanchard.

71641  7

ABSTRACT.

STATE OF ILLINOIS—JACKSON COUNTY, ss. Pleas in the Jackson County
Circuit. Dec. Special Term, 1855.

JOHN WOOD,
vs.
ISRAEL BLANCHARD. } *Trespass.*

- 1 *Precipe.*
- 2 *Summons.*
- 3 *Plaintiff's Declaration.*
- 4 *Trespass vi et armis*—Find two Counts.
- 5 Defendant's First Plea, Not Guilty.
- 6 Defendant's Second Plea, Says: that at the time of taking the horse, the *Trespass* complained of, he was Coroner of said County of Jackson, that the Office of Sheriff in said County was vacant, that he was executing the duties of the Office of Sheriff of said County, that an Execution was put into his hands against the Goods, Chattels, Lands and Tenements of Israel Blanchard, Plaintiff, and that he by virtue of said Execution, seized upon and took the Plaintiff's horse into his possession, to satisfy said Execution, that he immediately delivered said horse back to said Plaintiff, on his giving Bond to re-deliver the horse to be sold on said Execution on a certain day fixed for the sale of said horse; that previous to that time, E. H. Rees was commissioned and sworn into Office as Sheriff of said County; that thereby his authority to act as Sheriff or sell such horse, ceased, and that he immediately delivered the said Execution and Delivery Bond to the said E. H. Rees, Sheriff; that he never afterward interfered with said horse, never sold him, or required the said Israel Blanchard to deliver him up to himself or any other person. *Makes proffert of his Commission.*
- 7 To this Second Plea, Plaintiff by his Attorney interposed a General Demurrer, which was sustained by the Court, on the ground that there was no such office as Coroner known to the Constitution and Laws of the State of Illinois.
- 8 Issue joined on the First Plea; the case submitted to a jury.
- 9 Instructions of the Court to the Jury, that if they believed that Defendant did no more than Levy the Execution on the horse and delivered him back again to Plaintiff, taking a Delivery Bond, and advertised him for sale; and find that Wood did take the horse, but delivered him back again to Blanchard, then they should return a Verdict for Nominal Damages, only.
- 10 The Jury return a Verdict of Guilty, and assess Damages at One Cent.-- The Court thereon rendered a judgment against the Defendant for the sum of One Cent Damages, and the Costs of said Suit.

ERRORS ASSIGNED.

- 1st. In sustaining Demurrer to Defendant's Second Plea.
- 2d. In giving the Instruction to the Jury.
- 3d. In entering Judgment on the Verdict of the Jury against Defendant.

A. M. JENKINS, Atty for Plaintiff in Error.

SUPREME COURT.

JOHN A. WOOD, Pl'ff. in Error,

vs.

ISRAEL BLANCHARD, Def't in Error.

ABSTRACT.

ERROR FROM JACKSON.

Supreme Court, November Term 1857.

14173

A. M. JENKINS,

Attorney for Plaintiff in Error.
