

Stark

Wm W. Low

vs

Saml. Freeman et al.

WM

11828

1857

Prepared

The Clerk of the said Marshall County Circuit Court, issued
a writ of Replevin, in the words & figures following to wit:
(Return of writ not filed by clk.)

" State of Illinois v The People of the State of Illinois,
" Marshall County, v To the Sheriff of said County, directing,
" Jf. William W. Low, of Cook County in said
" State shall give you Bond with good and sufficient Security,
" to prosecute his suit to effect, and without delay, and to make
" return of the following described goods and Chattels, the property
" of him the said William W. Low, to wit: Eight hundred Bushels
" of Corn (More or less) being all the Corn in the possession of Samuel
" Freeman & Elijah Freeman, on the second day of June 1849,
" said Corn on the farms of Samuel Freeman & Elijah Freeman,
" on the Round Prairie, in said County, & in the Ware house of
" William Linn, in Sacou, in said County, worth Two hundred &
" Eighty Dollars, which Samuel Freeman & Elijah Freeman, also
" of said County, took and unjustly detains, against oaths and pledges,
" as he saith, if or turn thereof shall be awarded; and further to see
" and keep you harmless, in replevying said property; then you are to
" cause the said goods and Chattels to be replevied and delivered to the
" said William W. Low, without delay; and to summon the said
" Samuel Freeman & Elijah Freeman, personally to be and appear
" before our Circuit ^{Court} in, and for ^{said} County, on the first day of the next
" term thereof to be holden at the Court House in Sacou, on the
" fifth Monday in the month of October next to answer to the plaint
" of the said William W. Low, for taking and unjustly detaining the goods
" and Chattels aforesaid. And make due return of the Bond to
" be taken from the said plaintiff as aforesaid, to the Clerk of our said
" Court, together with this writ, with an endorsement thereon, as to
" the manner in which you may execute the same, Witness John
" Burns, Clerk of the said Court, this 9th day of August, in the
" Year of our Lord, 1849, J. S. John Burns, Clerk,



On which said writ of Replevin there is the following
Endorsement to wit:

" I have Executed the within writ, by
" reading the same to the within named Samuel Freeman & Elijah
" Freeman, & Replevint of said Samuel & Elijah Freeman, two
" hundred & Eighty three Bushels & twing six pounds of Corn, the
" amount pointed out by the plaintiff, & delivered the same to William
" Or Low, the within named plaintiff, August the 10th 1849,
" Henry S. Crane, Sheriff of Marshall
" County "

And afterwards (date of Return not filed by Clerk) the Sheriff
returned to the Clerk office aforesaid, a Bond, in the words
and figures following to wit,

" Know all men by these presents, that we William Or Low,
of Cook County, and Thomas Patterson, of the County of
Marshall & State of Illinois, are held & firmly bound unto
Henry S. Crane, Sheriff of Marshall County & State of
Illinois, in the penal sum of five hundred and sixty dollars
(\$60) for the payment of which debt and truly to be made, we
and each of us bind ourselves, our heirs, Executors & administrators,
jointly, severally & firmly) by these presents signed with our hands
and sealed with our seals, & dated at Sacon this 9th day of
August, A.D. 1849, — The Condition of the above obligation
is such, that whereas the above bounden William Or Low, did
on the ninth day of August, A.D. 1849, sue out of the Circuit
Court, of Marshall County, in said State, a writ of replevin
to Replevy from Samuel Freeman & Elijah Freeman, the
following described property to wit, Eight hundred Bushels
of Corn, (More or less) being all the Corn in the possession of
Samuel Freeman, & Elijah Freeman, on the second day of
June A.D. 1849, said Corn on the farms of Samuel Freeman, &

" Elijah Freeman, on the Round Prairie in said County, and in
" the warehouse of William Fenn, in Sacon, in said County, worth
" Two hundred and Eighty dollars, and the same being about to be
" seized upon by said Sheriff. Now if the said William Low, shall
" prosecute said suit to effect, & without delay, & make return of
" the above described property, if return there of shall be awarded by
" said Court, & save & keep harmless said Sheriff in respect to said
" property, Then this Bond to be ^{made} void, otherwise to remain in full
" force and effect.

" Signed Sealed & delivered in presence  Wm W Low, Seal
" of Daniel M Robertson,  Thomas Patterson, Seal

And on the 19th day of October A.D. 1849, the plaintiff
files his declaration, unto the Clerk of the Circuit Court,
of the County of Marshall, in the State of Illinois, which
is in the words and figures following to wit;






" The State of Illinois. Marshall County Circuit Court,
" October Term. A.D. 1849,
" Marshall County, &c.

William W Low. Complains of
Samuel Freeman, and Elijah Freeman, in a plea of replein
for that the said defendants on the ninth day of August
in the year of our Lord one thousand Eight hundred and
forty nine, at the County of Marshall aforesaid, were
possessed of certain goods and chattels of the said plaintiff
to wit, Eight hundred Bushels of Corn, more or less, being
all the Corn in the possession of said defendants on the
second day of June A.D. 1849, on the Farms of the defendants
in the Round Prairie in said County, & in the warehouse
of William Fenn, in Sacon in said County, to be delivered to
the said plaintiff when they the said defendants should be

therunto afterwards requested; Yet the said defendants though
 requested so to do, have not delivred the said goods and chattels
 nor any part thereof to the said plaintiff. And so the said
 defendants wrongfully detain the same from the said plaintiff
 to his damage, and also for that the said defendants on the
 Ninth day of August in the year of our Lord one thousand
 Eight hundred and forty Nine, at the County of Marshall
 aforesaid, were possessed of certain other goods & chattels
 of the said plaintiff to wit: Eight hundred Bushels of Corn
 more or less, being all the Corn in the possession of said defendants
 on the said day of June A.D. 1849, on the Farms of the defendants
 in the Round Prairie in said County, and in the Warehouse
 of Williams Farm in Sacou in said County, of the value of
 Two hundred and Eighty dollars, to be delivred to the said
 plaintiff when they the said defendants should be therunto
 afterwards requested, Yet the said defendants though
 requested so to do, have not delivred the said Corn, nor
 any part thereof to the said plaintiff: and so the said
 defendants wrongfully detain the same from the said plaintiff
 to his damage two hundred and Eighty dollars, and therefore
 he sues,

By Ira J. Fenn, his attorney,

And afterwards to wit: on the 30th day of October A.D. 1849,
 before the Circuit Court, within and for the County of Marshall
 aforesaid, The Honorable Theophilus S. Dickey, Judge of
 the Ninth Judicial Circuit presiding, and the Court judi-
 cially sitting, the following Order was made, in the words
 and figures following to wit:

" William N. Low, 
 "  
 " Samuel Freeman, & 
 " Elijah Freeman,  This day comes the parties & the
 " defendants are called to file their pleas herein by opening

" of Court tomorrow Morning "

And afterwards to wit: on the day and year last aforesaid, the plaintiff files with the Clerk of said Court, an affidavit for change of venue, in the words & figures following to wit:

" William M Low, ~ Marshall Circuit Court,
" " ~ October Term A.D. 1849
" Samuel Freeman, & ~
" Elijah Freeman, ~ Defendants.

" William M Low, the plaintiff
" aforesaid, being sworn, saith, that the inhabitants of said
" County are so prejudiced against him that he cannot
" expect a fair trial of said Cause in said County of Marshall,
" he therefore prays a change of venue, He further saith that
" the same Cause exist in Putnam & Woodford Counties,
" sworn to and subscribed in open Court ~ Mr W Low,
" October 30th 1849, John Burns, Clerk, ~

And afterwards, the defendants file their demurrer, in the words & figures following to wit:

" Mr W Low, ~
" " ~
" Saml & Elijah Freeman, ~
" ~ Defendants, Cir. Ct. Oct. 9/49."

" And the said defendants say that
" there is necessity, nor are they required by the law of the land
" to answer or plead to the declaration of the pt of herein & they
" therefore pray judgment, By Petrus & Ramsay."

Mr W Low
" ~
" Saml & Elijah Freeman ~

" Mrs W Low,

" as
" Saml & Elijah Freeman,

Replevin Cir. Ct Marshall Co,
Oct 9. 1849,

" And the said Jpts Comd say that there
" is no necessity nor are they required by law to plead or reply
" to the declaration herein, on either Court thereof. - wherefore
" for the insufficiency of each of the Counts of said Declaration
" he pray Judget &c, By his attys, Petrus & Ramsey,

And afterwards to wit, on the first day of November 1849,
at the Term of the Court last aforesaid, an Order was made
in this Cause, in the words & figures following to wit,

" This day comes the parties by their attorneys & the defendants
" Demure to the first and second Count in plaintiffs declaration
" which Demure is overruled & leave is granted to plead over,
" Now comes the plaintiff and moves for a change of venue
" which is granted by the Court & is taken to Stark County,

And afterwards to wit, on the 20th day of May 1830,
(being of the May Term 1830) of the Circuit Court of Stark
County, in the State aforesaid, before the Honorable William
Kellogg, Judge of the Sixth Judicial Circuit, the Defendants
file their pleas, which are in the words & figures following
to wit,

" Mrs W Low,

" as
" Samuel Freeman & Elijah Freeman

Stark C Ct May 9. 1830,
Replevin,

" "1" And the said Jpts Comd & defend the
" wrong &c & say that they did not wrongfully detain the goods &
" Chattels ^{in the Jpts declaration} mentioned, in manner & form as the pt of in his said declaration
" hath alleged, - & of this they put themselves on the Country. -
" Itf doth the like, By Petrus & Ramsey,
" Jems & Purple for Itf,

And afterwards to wit:

" And for further plea in this behalf, said Dfts say action Non,
" because they say that the goods & Chattels in said Declaration
" mentioned, at the time of the supposed detention thereof, were the
" property, goods & Chattels of the said Dfts, & not the property
" of the Plff. - and this the Dfts, are ready to verify, wherefor
" Dfts pray Judgment &c. By their attys.

And afterwards to wit: on the 21st day of May 1838,
and at the Term aforesaid, The Plaintiff files his replication
in this Cause, in the words & figures following to wit:

" William W Low,
" as
" Samuel Freeman &
" Elijah Freeman;
" Replevin,
" Stark County Circuit Court,
" Steplevin.

" And the said Plaintiff for
" Replication to the said Defendants Plea by them secondly
" above pleaded, says precludi Non, because he says that
" the said property in the said Plaintiffs Declaration mentioned,
" was at the time when &c the property of the said Defendants
" as is in and by said plea alleged, and of this he puts
" himself upon the Country &c. Purpl & Ferns,
" Dfts doth the like, for Plff.
" Peters & Ramsey for Dfts.

And afterwards to wit: on the day & year & at the Term
last aforesaid, an order was made in this Cause, in the words
and figures following to wit:

" Wm W Low,
" as
" Saml Freeman
" Elijah Freeman,
" Replevin, Change of Venue from Marshall Co
" This day came the Plaintiff by Purpl &

" Wm W Low,
" " "
" Saml & Elizab Sherman.

Replevin. Chargo of Bond
from Marshall Co.

" This day Came again the parties, by their
" respective attorneys, and the jury Empanelled of yesterday,
" And now having fully Considered of their verdict upon their
" Oath do say, We of the jury find the defendants not guilty:
" Whereupon the Plaintiff Enters his Motion for a new trial,
" which said Motion was overruled. It is therefore Ordered by
" the Court that the said defendants have return of the property,
" and that a writ of Returno habendo be awarded, and that
" the said defendants have and recover of the said plaintiff
" their Costs and Charges by them about their defence
" in this behalf Expended, and that Execution Issue
" therefor. Whereupon the said Plaintiff Prayed an
" appeal to the Supreme Court of this State, which is allowed
" him upon his Entering into Bond to the said defendants
" in the sum of ~~~~~

1
" The Plaintiff then read in evidence the writ of
" Replevin and the Sheriff's return thereon issued in this
" Cause" which is in the words & figures following to wit;

" State of Illinois, ^{MISSOURI}
" Marshall County, ³ The People of the State of Illinois,
" To the Sheriff of said County, Greeting,

" Of William W. Low, of Cook County in said State
" shall give you bond, with good and sufficient security, to
" prosecute his suit to effect, and without delay, and to make
" return of the following described goods and chattels the
" property of him the said William W. Low; to wit; Eight
" hundred bushels of Corn (more or less) being all the Corn in
" the possession of Samuel Freeman, & Elijah Freeman, on
" the second day of June 1849, said Corn on the Farms
" of Samuel Freeman & Elijah Freeman, on the round
" prairie in said County, & in the Ware houses of William
" Henn, ^{in de cap.} in said County, worth two hundred & Eighty dollars,
" which Samuel Freeman, & Elijah Freeman, also of said
" County, took and unjustly detains, against oaths and
" pledges, as he saith, if return thereof shall be awarded; and
" further to dare and keep you harmless, in replevying said
" property; then you are to Cause the said goods & chattels
" to be replevied and delivered to the said William W. Low,
" without delay; and to summon the said Samuel Freeman,
" & Elijah Freeman, personally to be and appear before our
" Circuit Court in and for said County, on the first day of
" the next term thereof to be holden at the Court House in
" Sacou, on the fifth Monday in the Month of October next,
" to answer to the plaint of the said William W. Low, for taking
" and unjustly detaining the goods and chattels aforesaid,

" And Make due return of the Corn to be taken from the
" said plaintiff as aforesaid, to the Clerk of our said Court,
" together with this writ, with an endorsement thereon as to the
" manner in which you may execute the same, Witness
" John Burns, Clerk of the said Court, this 9th day of
" August, in the year of our Lord, 1849, John Burns, Clerk."



On which said writ there is the following
Endorsement, to wit:

" I have executed the within writ, by reading the same
" to the within named Samuel Freeman, & Elijah Freeman,
" and replent of said Samuel and Elijah Freeman, two
" hundred & eighty three bushels & twenty six pounds of Corn,
" the amount pointed out by the plaintiff, & delivered the same
" to William Mow, the within named plaintiff, August
" 10th 1849, Henry S. Grant, Sheriff of Marshall
" County"

" The Plaintiff then called Henry S. Grant, who
" stated that he was Sheriff of the County of Marshall at the
" time of the execution of said writ, of Replevin, and executed
" the same, that he took two loads of ~~corn~~ said corn from
" Waggons of the defendants in Sacen, and the residue
" from the farms of the Freemans in Mount Prairie in
" Marshall County, Writ was executed August 10th 1849,
" The corn was in Sacks, about 50 Bushels in the Waggons,
" Rather think, Corn was on Elijah Freeman's farm,
" Mow was with him at the farm and pointed out the corn,
" to be taken, did not see but one corn crib, or corn pile
" on both farms."

" Suther Morrill, - was next called, who testified that
" about the first day of August 1849, he went with plaintiff
" to defendants farm in Marshall County to see about the

" Corn mentioned in the contract. - That defendants and other
" persons with them were thrashing corn. That Sow, told the
" defendants he had Corn after the Corn he had bought
" of them, and asked them if they were thrashing his Corn,
" Defendants. One of them, said the Corn is sold - and quickly
" added - and recald, That Sow said he had some sacks
" he would let them have if they wished them, - Defendants
" said they had sacks for themselves. That Sow then asked
" them where the corn was which he had bought. Defendants
" said there was three hundred Bushels in Ferns Ware-
" house, and the rest was then present, and that he would
" not get it unless he came and took it, That he did not
" see but one corn crib that had Corn in it, That this was
" the day before the writ of Replevin was Executed. That
" Defendants accused plaintiff of not bring them in time,
" Plaintiff said he was sick and detained but he was always
" ready to have the Corn delivered at the Ware house of
" Mr Ferns. That there was something said about the delivery
" of the Corn at the Mouth of Sandy, but that he did not
" distinctly recollect what it was,

" John White, was next Called by plaintiff and
" testified That the Corn taken by the Sheriff, on the writ
" of Replevin from the Freeman, belonged to both. - That
" it was raised on their farms that year, that the Corn in
" the waggons was a portion of the same, [That he worked for
" Samuel Freeman, that year, That he believed that the Corn
" replevied at the crib belonged to Elijah Freeman, because
" it was then, That Samuel had no interest in the Corn that
" was taken to the crib. That the Corn in the Waggons belonged
" to both defendants.] That part of the Evidence included

in brackets, was given upon Cross Examination. — The
Plaintiff here relates his Case,

"The Defendants then called as a Witness,
Glover Evans, who testified that he was at Freemans, on the
9th of August, the time spoken of by the Witness Morrell,
that Sore came there and said, you are thrashing Corn
are you? that he inquired if that corn was for him,
Freemans, said the Corn was sold, one of the Defendants
asked Plaintiff why he did not come according to Contract,
He said he was soon enough, Elijah Freeman asked if he
considered it soon enough from the 10th of June to 9th of August
to deliver the Corn by the 1st of August, Witness stated that
on the 10th of June 1849, Sore drove up to Freemans with
sacks, Freeman asked if those sacks were for him, Sore said
they are not, they are for Mr. Seaman, Sore said he would
be back in 10 or 12 days if he was living, that he wanted the
Corn delivered at the Mouth of Sandy opposite Henry to Saw
Storage, said he would stack it up there, Cover it with an oil
cloth, and get a man to guard it, Freeman said he wanted
to thrash out his Corn next week, that Sore objected, and
said it would be safer in the ear than thrashed out and put
in pens, that he would be there in 10 or 12 days with the
sacks, that he had a boat engaged, or was going to engage
one, — On Cross Examination, said Witness stated that
he heard all the conversation which occurred on the 10th
of June, that the Corn which was in the Crib was intended
to fill the Contract with Sore, A part of that same Corn
was taken by the Sheriff, that all the ~~Corn~~ he took was a
part of that same Corn, that it was about 5 Miles
from Freemans, to Mouth of Sandy, & 6 Miles to Sacon,
that Scott Miller, Matthias Evans, & Witness was present

on the 10th June. — also defendants, That Johnson Getty,
Scott Miller, Matthias Evans, Silas Evans, & Defendants
were present on the 9th Aug, 1849. —

"Defendants next called Johnson Getty, who testified
that on the 10th of June 1849, he was present at the Commission
Shewn of by last witness, That Freeman Edmund Sacks,
Plaintiff said he had no sacks there, He had those for
another man, Freeman said he wanted to commence thrashing
Corn next day, Sow said it would be safer in the East, that
he would be there in 10 or 12 days with the sacks for all hands
and then he would give us directions where to deliver the Corn,
That Plaintiff said he wanted the Corn delivered at the mouth
of Sandy opposite of Henry, and if there was not a Boat
there to receive it he would Corn it up with an oil cloth
and set a man to watch it. That he saw Sow on the 4th
day of July 1849, That Sow said - Now about that Corn,
that he wanted witness to see Defendants, that he would
be back there with sacks for all hands in two or three
weeks, That he did not want the Corn thrashed then
because he had no sacks to put it in, That he saw Freeman
in 3 or 4 day and told them of this, That something was
said that they wanted to get the Corn away before harvest
and he Plaintiff said he would have the sacks there
so that they could get it away before harvest, That on
the 10th June Plaintiff said he wanted to get the Corn at
the Mouth of Sandy to save Storage, that there was no
Ware house at the Mouth of Sandy, That Sow said he
would be back so that we could deliver the Corn by the 1st
of August, That he could not tell whether he told Freeman
so or not, That Defendants were witnesses for him in his

Case with the Plaintiff which was depending in the same Court, and upon the same Circumstances, and upon a similar Contract of the same date with the Contract in this Case,

"Gloss Evans, was called again and testified, that he presumed the Corn at the crib, and which was there deposited, was all Elijah Sreemans. That Elijah & Samuel at the time of the Contract had between 800 & 1000 Bushels of Corn,

"Peter Forbes, called by the Defendants, testified, that on the 4th July 1849, Saw told him that he would be back to Marshall County in two or three weeks, and would furnish sacks for all of us. That he wanted all the Corn delivered at the Mouth of Sandy, and if he had not a boat there he would have it piled up on the bank and put an oil cloth over it and set a man to watch it, and that he did not want to pay Storage on it, That he calculated on having the Corn delivered by the 1st of August, I saw Sreemans a short time afterwards and told them what Saw said, but was not directed to do so. That he, said Witness, had a suit in Court with Plaintiff, depending upon the same Circumstances as this,

"Matthews Evans, was next called by the Defendants and testified, that he was at Sreemans on the 10th of June when Saw came there, That he had some sacks in his waggon, Sreemans inquired if they were for him - Saw said No, they were for Sreemans. That he would be back in 10 or 12 days at furthest if he was a living man and bring some sacks. That he wanted the Corn delivered

at the Mouth of Sandy opposite Henry, that it would save storage. That he would have a Boat there and if not would pile it up there, put an oil cloth over it, and hire a man to watch it. That he knows this was on the 10th of June.

"This was all the evidence given in the case, The Plaintiff's Counsel then requested the Court to instruct the jury as follows,

"1st That the Contract read in evidence by the Plaintiff, constitutes an absolute sale of (800) bushels of Corn (more or less by the defendants) to the Plaintiff, and that the property in said Corn was by said Contract changed and became at the date of said Contract the property of the Plaintiff."

"2nd That by said Contract said defendants were bound to deliver said Corn at the Mouth of Sandy or at Lacon, at Fenwick's Warehouse by the 1st of Aug. 1849, and a delivery by them at either place would have been a compliance with their Contract."

"3rd That this written Contract for the sale of said Corn can not be changed by any loose ^{or casual} Conversations between the parties - But only by a subsequent Contract, upon a valuable Consideration, or unless it shall appear that the subsequent Contract was for the mutual benefit of both the parties."

"4th That the Conversations detailed by the Witnesses for the Defendants do not of themselves constitute a subsequent Contract between the parties."

"Corn"

"5. That by the Contract the Plaintiff was not bound to pay any thing more upon the Corn until the whole Corn was delivered."

"Refused"

"6. That if the Jury believe from the Evidence that the Corn sold by the written Contract and that Stipend was the same Corn, and that there was no new Contract made upon a Consideration as stated the 3 instruction the Plaintiff is entitled to recover."

"Corn"

"7. That if it appears from the Evidence in this Case that any of the Witnesses have Suits or Controversies depending upon the same questions as the present Controversy, this is proper Evidence for the Consideration of the Jury in determining what weight shall be given to their Evidence."

"Refused"

"8. That the words "more or less" in the Contract read in Evidence, means what Corn the said Defendants had on hand "more or less"

"Corn"

"9. That any gratuitous offer on the part of the Plaintiff (if the Jury should believe that any such offer was made) to furnish Sacks for the Corn is not in any manner binding upon the Plaintiff, nor does it amount to a legal Contract to do."

"Corn"

"10. That a proposition made by one party, is not, and cannot be a Contract unless the same is accepted at the time by the other party - and unless so accepted, would not be binding upon the party making the proposition."

"Which were given, Except the 1st, 4th, 6th and 8th which the Court refused to give; and the Plaintiffs Counsel then and there Excepted to the opinion of the Court in refusing said instructions."

"The Defendants Counsel then requested the Court to instruct the Jury as follows."

"1st The Plaintiff cannot recover in this action, unless he has proved that he was the owner of the Corn replevied in this suit, at the time the suit was commenced."

"2^d If the Jury believe from the Evidence that a contract for the sale of the Corn was made between the Plt^f and the Dft^s, Freeman, and that by the Contract the weight or quantity was to be subsequently ascertained by weighing or measuring the Corn, and that that had not been ascertained at the time of the replevied of the Corn, & there had been no delivery of it, the title to the Corn had not vested in D^{ft}, & he cannot recover in this suit."

"3^d If the Jury believe from the Evidence that anything remained to be done between the parties for the purpose of ascertaining the quantity or price of the Corn, the property or title did not vest in D^{ft}, and such Contract is not so far completed as to entitle the Plaintiff to recover; and though the Plt^f had paid part of the purchase money, it will make no difference & the Plaintiff D^{ft}, cannot on that account recover in this action."

"4th If the Jury believe from the Evidence, that the Contract between the parties ^{was} for a quantity of Corn which was

"Barn" +
not definite in quantity; but part of an uncertain quantity of Corn, the property in the Corn did not vest in Sow. & was not his property until it had been separated & set apart for Sow. - and the Plff. in that event cannot recover in this action."

"Barn" "5"
If the jury believe from the evidence, that an agreement was made between Sow & the Freeman, after ^{the} making of the written agreement, that the Freeman need not deliver the Corn mentioned in said Contract till he had furnished them sacks for sacking the Corn. & that Plff. agreed to furnish said sacks by a fixed time, & the defendants acted upon such subsequent agreement, and further that Sow has failed to fulfil such subsequent agreement on his part without any violation thereof on their, the Defs, part, the ^{jury} will find for the defendants. - That if such agreement was made at the request, & for the benefit of Sow, & to enable him to save the Expenses of storing the Corn, or for any benefit to result to him, that was a sufficient consideration for the agreement, to make it binding upon the parties."

"Barn" "6"
A Benefit to one party or injury to the other, is a sufficient consideration to support the agreement, & make it legal & binding upon the parties."

"The Court gave the said instructions Numbered 1. 2. 3. 4. 5 & 6, to the giving of which the said Plaintiff then & there Excepted and objected, The Jury returned a verdict in favor of the Defendants and the Plaintiff Entered a

"Motion for a new trial for the following reasons,"

"William W. Low,

vs

"Samuel Freeman

"Elijah Freeman,"

"The Plaintiff in this Case Enters
a motion for a new trial for the
following reasons"

"1st" "The verdict is against law"

"2nd" "The verdict is against Evidence"

"3rd" "The Court refused proper instructions asked by
Plaintiffs Counsel"

"4th" "The Court gave improper instructions asked by the
Defendants Counsel"

"Nov. 14 1830."

"Jurors & Clerks for Plaintiff"



"The Court overruled said Motion, and
Plaintiffs Counsel, (Judgment having just been rendered
upon the verdict) then and there excepted and requested
the Court to seal this bill which is done."

"Wm Kellogg. Seal"

"And afterwards to wit: On the 23rd day of November
A.D. 1830, the Plaintiff in this Cause, filed in the Clerks
Office of this Court, an appeal Bond, which is in the
words and figures following to wit:"

"Know all men by
these presents, that we William W. Low, and David Vernay,
are held and firmly bound unto Samuel Freeman, and
Elijah Freeman, in the penal sum of Five hundred dollars
lawful Money of the United States, to which payment ~~we~~ all
and truly to be made and done. We bind ourselves our
heirs Executors and administrators, jointly and severally by

these presents, Witness our hands and seals this 16th
day of November 1830, - The Condition of the above bond
is this, Whereas on the 14th day of November A.D. 1830. in
the Circuit Court of Stark County, Illinois, in a certain
action of replevin pending in said Court at the November
Term thereof, wherein the above named William W Sow, is
Plaintiff, and the said Samuel Freeman, and Elijah
Freeman are defendants, a judgment was rendered in favor
of the said defendants for the Costs of said suit, and also in
favor of the said defendants, against the said Plaintiff for the return
of Two hundred and Eighty three Bushels and twenty six pounds
of Corn, of the value of One hundred Dollars which had been replevied
and delivered to the said Plaintiff by virtue of the said writ, from
which said judgments of the said Court, the said Plaintiff, William
W Sow, has prayed an appeal to the Supreme Court of this State,
Now if the said William W Sow, shall pay and satisfy the said
judgments, interests and Costs and damages, in case the said
judgments shall be affirmed, and shall duly prosecute his
said appeal then this bond shall be void, otherwise in force."
"Wm W. Sow, Seal"
"David Yernay, Seal"

State of Illinois. 
Stark County,  I Oliver Whitaker, Clerk of the Circuit
Court in and for said County and State, do hereby Certify, that
the foregoing, contains a full and perfect transcript of the
Records in said Cause, in this Court, so far as the same has
come to my knowledge. Witness my hand and the Seal of
said Court, at Fulton, this 10th day
of March, A.D. 1831.
Oliver Whitaker, Clerk.

William W. Love } Appeal from State

Samuel Freeman & }
Elijah Freeman } and now come the said Appellants
and say that in the record
and proceedings in this cause
there is error in this to wit

1. The Circuit Court erred in Refusing each of the instructions asked by the Plaintiff below
2. In giving instructions 1. 2. 3. 4. 5. 6 asked by the Defendants in said Circuit Court.
3. In Overruling said Plaintiff motion for a new trial
- 4th In rendering Judgment for the Defendants

For these and other errors in the Record we
Pray that the Judgment may be set aside reversed
and for nothing returned
June 10th 1851

M. C. [Signature]
Appellants Attys

W. W. Love

Samuel Freeman

Elijah Freeman

Attorneys of Record

from State

Filed June 9. 1851.
W. W. Love & Co.

W. W. Love

And Depts. say that there is no such error as
the said App. hath above alleged - & say that the said
Judgt. may be in all things affirmed - G. Peters for Depts