No. 11841

Supreme Court of Illinois

Foster.

vs.

Jared.

71641 7

State of Illinois
Warren County } Set.

Pleas before the Hon. William Kellogg Judge of the 10th Judicial Circuit of the State of Illinois, At a Circuit Court began and held at the Court House in Monmouth in the said County, on the second Monday in the month of October (it being the fourteenth day of said month,) in the year of our Lord one thousand eight hundred and fifty

Present The Honorable William Kellogg Judge
Hiram G Reynolds States Attorney
Myatt B. Stapp Clerk
John Brown Sheriff

Be it remembered that on (this 15th day) of October 1850 the defendant by his attorney comes and files his Pleas No 1 & 2. to plaintiffs declaration filed herein,

Which said declaration is in the words and figures following to wit:

State of Illinois
Warren County } ss. October Term AD 1850
Of the Warren Circuit Court

Joseph J. Jared assignee of William Jared plaintiff by James G. Madden, attorney, complains of Hiram Horton defendant in Custody &c of a plea of trespass on the case on promises, For that whereas the said defendant heretofore to wit

[11841-1]

on the eighteenth day of November in the year of our Lord one thousand eight hundred and forty eight at the County of Warren and State of Illinois by the Name and Style of Hiram Foster made a Certain note in writing Commonly called a Promissory Note bearing date the day and year last aforesaid and then and there delivered the said note to William Jared by which said Note the said defendant promised to pay to the said William Jared or bearer Twelve Months after date for value received the sum of one hundred Dollars which said note afterwards to wit on the third day of January AD 1849, the said William Jared assigned for value received to plaintiff and then and there delivered the same to him. By reason whereof and by force of the Statute in such Case Made and Provided the said defendant then and there became liable to pay to the said plaintiff, the said sum of Money in said Note specified according to the tenor and effect of the said note and being so liable the said defendant, in Consideration thereof afterwards to wit on the same day and year and at the place aforesaid, undertook and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of Money in the said Note specified according to the tenor and effect of said note.

2 And whereas also the said defendant afterwards to wit on the 18th day of November

in the year of our Lord one thousand eight hundred and forty eight at the County aforesaid was indebted to the said Plaintiff in the sum of two hundred dollars lawful money of the United States of America or so much money before that time lent, and advanced, by the said plaintiff to the said defendant, and at the special instance and request of the said defendant. And for other money by the said Plaintiff before that time paid, laid out and expended, to and for the said defendant, and at the like request of the said defendant, and for other money by the said defendant, before that time had, and received to and for the use of the said plaintiff, And being so indebted, the said defendant, in consideration thereof afterwards to wit; on the same day and year last aforesaid and at the place aforesaid undertook and then and there faithfully promised the said plaintiff, well and truly to pay unto the said plaintiff, the sum of money in this Count mentioned when the said defendant should be thereunto afterwards requested.

And whereas also ~~afterwards, the~~ said defendant afterwards to wit, on the same day and last aforesaid and, at the place aforesaid accounted together with the said plaintiff of and concerning divers other sums of money, before that time due and owing from the said defendant to the said plaintiff and then and there being in arrears and unpaid and upon such accounting the said defendant, then and there was found to be in

arrear, and indebted to the said plaintiff in the further sum of Two hundred Dollars of lawful Money as aforesaid, and being so found in arrear, and indebted to the said plaintiff he said defendant in Consideration thereof afterwards to wit, on the same day and year last aforesaid and at the place aforesaid undertook and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of ~~Two~~ Money last mentioned, when the said defendant should be thereunto afterwards requested. Nevertheless the said defendant (although often requested &c to wit) at the time when the said note became due and payable according to the ~~Statute in such~~ tenor and effect thereof and oftentimes since to wit at the place aforesaid has not yet paid the several sums of money above mentioned, or any or either of them or any part thereof, to the said plaintiff but to pay the same or any part thereof to the said plaintiff the said defendant has hitherto altogether neglected and refused and still doth neglect and refuse to the damage of the said Plaintiff of Two hundred dollars and therefore the said plaintiff brings suit &c

J. G. Madden
Atty for plaintiff

Copy of Note sued on, in the foregoing stated suit to wit

~~$100.00~~ Twelve Months after date for value

Received I promise to pay William Jared or bearer the sum of one hundred Dollars November 18th 1848

attest

Jesse Jones

Hiram his x mark Foster

a true copy

J G Madden atty for Plaintiff

Copy of account sued on

Hiram Foster

To Joseph Jared Dr

To Money lent	$200.00
To Money paid out &c	$200.00
To Money had & received	$200.
To Money due upon account &c	$200

Be it further remembered that on the 15th of said Month of October 1857, the following order was entered to wit

Joseph J. Jared, Ap &c

vs

Hiram Foster } Ds. Assumpsit

This day comes the defendant by his attorney and files Pleas No. 1. & 2. to the plaintiffs declaration filed herein,

Which said pleas are in the words and figures following to wit –

State of Illinois
Warren County } ss. Warren Circuit Court
October Term A.D. 1850

Niram Horton
ads
Joseph J. Jared } And the said defendant comes and defends the wrong and injury when &c and says he did not undertake or promise in manner and form as the said plaintiff hath above in his said declaration alleged and of this he puts himself upon the country &c

Manning & Davidson
Attys for Deft.

And the plaintiff doth the like
Madden & Paine attys.

And for further plea in this behalf the said defendants says actio non, as to the first count of said declaration mentioned because he says that the consideration of the said promissory note in the said declaration described has wholly failed in this, the said promissory note was given to secure the payment of a part of the purchase money of a certain tract of land known and described as the East half of the North West quarter of section seven in Township Eight North, Range one west of the fourth principal Meridian in Warren County aforesaid which the said defendant purchased of the said William Jared, on the 18th day of November A.D. 1848. for the sum of four hundred dollars one hundred dollars thereof to be paid in hand one hundred dollars in one year from the day and

year last aforesaid, one hundred dollars thereof in two years from the day and year last aforesaid and the other one hundred dollars to be paid in three years from the day and year last aforesaid and the promissory note in the said declaration mentioned was given to secure the payment of the said one hundred dollars payable one year from the time of the said purchase and at the same time of the said purchase and at the same time of the said purchase, the said William Jared to evidence, the agreement on his part, and as the consideration of the said promissory note executed to the said defendant his title Bond of date the 18th day of November AD 1848. sealed with his seal and now to the court here shown, in substance as follows to wit.
Know all men by these presents that I William Jared, of the County of Warren and State of Illinois am held and firmly bound unto Hiram Foster of the County & State aforesaid in the penal sum of Eight hundred Dollars for the payment of which well and truly to be made I bind myself my heirs and assigns & every of them firmly by these presents signed with my hand & sealed with my seal this eighteenth of November AD 1848. The condition of the above obligation is such that whereas the said William, Jared, has this day sold to the said Hiram Foster for the sum of four hundred Dollars the east half of the north west quarter of section seven in Township Eight North range one west of the 4th Meridian in Warren County and the said Foster having paid the sum of one hundred in hand and executed his three promissory note for the sum of one hundred dollars

each payable one in one year from date one in two years from date & one in three years from date possession of said lands to be given the first day of March A.D. 1849 Now if the said Hiram Foster his heirs or assigns shall well and truly pay the above named Notes at maturity, then I am to make Execute & deliver unto the said Hiram Foster his heirs or assigns a good and sufficient ~~title~~ Deed of Warrantee for the said above described premises, which when done this bond and all herein contained to be null and void forever, - But should the said Hiram Foster or his heirs or assigns fail to pay the said notes or either of them, at maturity or within sixty days thereafter then the said William Jared, his heirs or assigns may if he or they see proper, declare this Contract void & the said Hiram Foster his heirs or assigns shall forfeit all previous payments made hereon as rent, for the use & occupation of the said Lands, & premises & shall be considered as a tenant holding over his term and shall also be liable for all damages or waste which or they may have committed on said property,

Witness my hand & seal the day & year first herein written

Signed sealed and delivered
In presence of } William Jared (Seal)

which said title bond was on the date thereof delivered to the said defendant, and accepted by the said defendant, as the consideration of the said promissory note in the said declaration described in manner aforesaid and the said defendant avers that at the time of the execution of the said title Bond, the said William Jared, was the owner and only holder in his own right of the title to the said tract of land in the said title bond described, and the said defendant avers that afterwards and without declaring the said title bond void and giving the said defendant notice thereof the said William Jared afterwards to wit: on the 30th day of January AD 1850., by his deed of that date sealed with his seal (and which is not in the possession or power of the said defendant so that he cannot shew the same to the same to the court here) for and in consideration of sum of five hundred dollars and without any condition or reservation, granted bargained and sold conveyed and confirmed unto Joseph J. Jared the same tract of land, in the said title Bond described, to have and to hold the said tract of land unto the said Joseph J Jared, his heirs and assigns forever, whereby the said defendant says the said William Jared, voluntarily and wilfully put it out of his power to perform the condition of the said title Bond, and the consideration of the said promissory note wholly and entirely failed; and the said defendant avers that the said plaintiff, had full notice of the consideration of the said promissory note at and before the said time of assignment of the said failure of the consideration thereof —

and had notice of and was party to the said deed of the said William Jared, by which the Consideration thereof failed as aforesaid, and that the said Joseph is not the owner of the title to said tract of land, and this the said defendant is ready to verify, wherefore he prays Judgement. &c.

Manning & Mandson
Attys for Deft.

Be it further remembered, that on the same day the following order was entered to wit

Joseph J. Jared Apee &c

vs } Assumpsit
Hiram Foster

This day comes the said defendant & files his affidavit ~~herein~~ and thereupon enters his Motion for a rule on the said Plaintiff to produce a certain deed, discribed in said motion on the trial of said Cause.
Which said affidavit is in the words and figures following to wit.

State of Illinois } Warren Circuit Court
Warren County } October Term AD 1850

Joseph J. Jared }
vs }
Hiram Foster }

Hiram Foster being duly sworn says that this affiant believes that a

certain deed bearing date the 30th day of January AD 1850. executed by William Jared to the said Plaintiff, and conveying the east half of the North West quarter of section seven in township Eight North Range one West in said County, is now in the possession of the said plaintiff, and that the said deed, will be necessary for the purpose of evidence in behalf of the said defendant, on the trial of said Cause

Sworn to and subscribed this 15th day of October AD 1850. before me
M. A. B. Stapp Clk

} Hiram x Foster

Be it further remembered that on the 16th day of said month the following order was entered. in words & figures as follows viz

Joseph J Jared ASE &c
vs } assumpsit
Hiram Foster } This day came the said defendant by his attorney and filed his plea No 1 & 2 herein and also comes the said plaintiff by his attorney and files his demurrer, to the defendants plea No 2. filed herein.

Which said demurrer to plea No 2 is in the words and figures following to wit

Joseph J. Jared
vs } Warren Circuit Court
Hiram Foster } Oct. Term 1850.

and the said Plaintiff as to the said plea of said Defendant, secondly above pleaded

says precludi non &c because he says, that said
2nd plea and the matters and things therein contained
as the same are pleaded are not sufficient in
to bar this plf from having or maintaining his
said action wherefore he prays, judgement &c
Payne & Madden
attys for Plfs

Be it further remembered that on the 18th day of October
AD 1850. the following order was entered in the
words and figures following to wit

Joseph F. Jared apee &c
vs assumpsit
Hiram Foster } This day
Comes the said defendant and files his affidavit
for further security ~~for costs~~ in this cause
which said affidavit is in the words & figures
following to wit:

Joseph F. Jared
vs } In the Warren County Circuit
Hiram Foster } Court Oct. Term AD. 1850
The said defendant, being first duly sworn
says that the plaintiff Joseph F. Jared, is wholly
unable to pay the costs in this suit to opposite
party or the officers of this Court &c
Subscribed & sworn to before
me this 9th day of Oct 1850. } Hiram x Foster
M. B. Stapp Clk by
J. J. Hale Deply

And whereas at the April Term of said Court A. D. 1857 the following proceedings were had, and the following pleadings ~~an~~ and entries made of record in said cause to wit:

State of Illinois }
Warren County } ss

Pleas before the Honorable William Kellogg Judge of the tenth Judicial Circuit of the State of Illinois. At a Circuit Court begun and held at the court house in Monmouth in said County on the 21st day of April being the third Monday of said month in the year of our Lord one thousand eight hundred and fifty one

Present The Honorable William Kellogg, Judge
Harmon G. Reynolds, State's attorney
Wyatt B. Stapp, Clerk
Rodliff A. Allen sheriff

And afterwards to wit: on the 22d day of April A. D. 1857 the following order was entered to wit:

Joseph J. Jared, ofce &c
vs
Hiram Foster } Assumpsit

This day came the parties herein by their attorneys, and the plaintiff files his demurrer to the defendant's 2d plea which after argument was sustained by the court ~~and thereupon~~; and thereupon came the defendant and asked for and obtained leave to file an amended 2nd plea herein.

And afterward to wit: on the 24th day of April A. D. 1857 the following order was entered to wit:

Joseph J. Jared ofce &c
vs
Hiram Foster } Assumpsit.

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This day came the parties herein by their attorneys and the defendant files his amended plea No. 2. in the words and figures following to wit:

And for further plea in this behalf the said defendant says actio. non as to the first Count of said declaration because he says that the consideration of the said promissory note in the said declaration described has wholly failed in this: the said promissory note was given to secure the payment of a part of the purchase money of a certain tract of land known and described as the east half of the North west quarter of section seven in Township eight north, range one west of the fourth principal meridian in Warren County aforesaid which the said defendant purchased of the said William Jared on the 18th day of November A.D. 1848 for the sum of four hundred dollars; one hundred dollars thereof to be paid in hand, one hundred dollars in one year from the day and year last aforesaid, one hundred dollars thereof in two years from the day and year last aforesaid, and the other one hundred dollars to be paid in three ~~hundred~~ years from the day and year last aforesaid, and the promissory note in the said declaration mentioned was given to secure the payment of the said one hundred dollars payable one year from the time of the said purchase. And at the same time of the said purchase the said William Jared to evidence the agreement aforesaid on his part, and as the consideration of the said promissory note executed to the said defendant his title Bond of date the 18th day of November A.D 1848

sealed with his seal and now to the court here shown in substance as follows to wit:

Know all men by these presents that I William Jared of the County of Warren and State of Illinois am held and firmly bound unto Hiram Foster of the County & State aforesaid in the penal sum of eight hundred dollars for the payment of which well and truly to be made I bind myself my heirs and assigns & every of them firmly by these presents signed with my hand & sealed with my seal this eighteenth of November A.D. 1848. The Condition of the above obligation is such that whereas the said William Jared has this day sold to the said Hiram Foster for the sum of four hundred dollars the east half of the North west quarter of section seven in Township eight north range one west of the 4th meridian in Warren County, and the said Foster having paid the sum of one hundred in hand and executed his three promissory notes for the sum of one hundred dollars each, payable one in one year from date, one from two years from date & one in three years from date, possession of said land to be given the first day of March A.D. 1849. Now if the said Hiram Foster his heirs or assigns shall well and truly pay the above named notes at maturity, then I am to make execute and deliver unto the said Hiram Foster his heirs or assigns a good and sufficient deed of warrantee for the said above described premises which when done this bond and all herein contained to be null and void forever. But should the said Hiram Foster or his heirs or assigns fail

to pay the said notes or either of them at maturity or within sixty days thereafter, then the said William Jared his heirs or assigns may if he or they see proper, declare this contract void & the said Hiram Foster his heirs or assigns shall forfeit all previous payments made hereon as rent for the use & occupation of said lands & premises & shall be considered as a tenant holding over his term and shall also be liable for all damages or waste which or they may have committed on said property

Witness my hand and seal the day & year first herein written

signed sealed and delivered in presence of — William Jared (Seal)

Which said title bond was on the date thereof delivered to the said defendant and accepted by the said defendant as the consideration of the said promissory note in the said declaration described in manner aforesaid. And the said defendant avers that at the time of the execution of the said title bond the said William Jared was the owner and the only holder in his own right of the title to the said tract of land in the said title bond described, and the said defendant avers that afterwards and without declaring the said title bond void, and giving the said defendant notice thereof the said William Jared afterwards to wit: on the 30th day of January A.D. 1850 by his deed of that date sealed with his seal (and which is not in the possession or power of the said defendant

So that he cannot show the same to the Court here) for and in consideration of the sum of five hundred Dollars, and without any condition or reservation granted bargained and sold conveyed and confirmed unto one Joseph J. Jared the same tract of land in the said title bond discribed to have and to hold the said tract of land unto the said Joseph, & Jared & his heirs and assigns forever, whereby the said defendant says the said William Jared, voluntarily and wilfully put it out of his power to perform the condition of the said title bond and the consideration of the said promissory note wholly and entirely failed; and the said defendant avers that the said plaintiff had full notice of the consideration of the said promissory note aforesaid before the said time of said assignment and of the failure of the consideration thereof and had notice of and was party to the said deed of the said William Jared, by which the consideration thereof failed, as aforesaid — and that the said Joseph is still the owner of the title to the said tract of land, and this the said defendant is ready to verify. Wherefore he prays judgement &c

Manning & Davidson atty for deft.

And afterwards to wit on the said 24th day of April AD 1857 Came the said plaintiff and filed his demurrer to the said defendants second amended plea in the words and figures following to wit

Jared
vs
Foster } And the said plaintiff says that the said amended plea No 2. by the said deft, by him above pleaded and the matters and things therein contained in manner and form as the same are

[1844-9]

above pleaded and set forth, are not sufficient in law to bar and preclude the plaintiff against him the said defendant and that he is not bound by law to answer the same and this he is ready to verify Wherefore he prays judgement &c. Payne P.Q.

Foster ads Jared } And thereupon comes the defendant and files his joinder in demurrer, in the words and figures following to wit:

And the said defendant, comes and says that his said amended plea No. 2. is good and sufficient in law to bar the said plaintiff from having or maintaining his said action thereof against the said defendant, wherefore he prays the judgement of the court here &c

Manning & Davidson
Attys for Deft.

And afterwards to wit: on the 25th day of April A.D. 1851 the following order was entered to wit:

Foster ads Jared } This day again came the parties herein by their attorneys and plaintiff by his attorney filed his demurrer to defendants 2nd amended plea which after argument of counsel was sustained by the court.

And afterwards to wit: on the 25th day of April A.D. 1851. the following order or judgement was entered to wit:

Joseph J. Jared apee &c.
vs
Hiram M. Foster

This day again came the parties herein by their attorneys and waive trial by jury and for their trial put themselves upon the court, after hearing the evidence and argument of counsel it is considered by the court that the said plaintiff have and recover of the said defendant herein the sum of one hundred and eight dollars and fifty cents debt together with his costs in this cause by him expended and may have execution therefor &c.

State of Illinois
Warren County } ss.

I Wyatt B. Stapp clerk of the Circuit Court in and for said County and State do hereby certify that the within and foregoing orders and copies of papers contain a full and complete copy of the records of the said cause of Joseph J. Jared, apee &c. vs Hiram Foster as the same remains and appears of record in my office, and that the foregoing copies of papers are true and correct copies of the originals remaining on file in my office

In Witness whereof I have hereunto subscribed my name and affixed the seal of said court this 6th day of May A.D. 1857.

Fee $2.50

Wyatt B. Stapp Clerk

[1841-15]

A. S. Sand
W. Ricord
Hiram Foster

State of Illinois ss Third Grand Division
Supreme Court
June Term A.D. 1857

Hiram Foster, plaintiff in Error
Joseph F. Jaeed, defendant in Error } Error to Warren

And the said Hiram Foster by his attorney Julius Manning comes and says that in the judgment in the said cause by the said Circuit Court of Warren County rendered, and in the record and proceedings in the said cause made and had before the said Circuit Court, there is manifold and manifest error, as appears by the record of the said cause now before the court here; and the said Hiram Foster by his attorney assigns and shows to the court the following errors therein:

1. The said circuit court erred sustaining the demurrer of the said defendant in error to the amended plea No. 2 of the said plaintiff in error

2. The said Circuit Court erred in not overruling the demurrer of the said defendant in error to the amended plea No. 2 of the said plaintiff in error

3. The said Circuit Court erred in rendering final judgment against the said plaintiff in error before the said amended plea No. 2. was disposed of by the judgment of the said Circuit Court.

4. The said Circuit Court erred in

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rendering judgment in debt for the said defendant in error, whereas the said defendant in error in his said declaration claims only damages.

5. The said Circuit Court erred in rendering final judgment in said cause while there was an issue undisposed of in said cause

6. The said Circuit Court in rendering judgment in said cause in debt, whereas the said cause was and is an action in a plea of trespass on the case on promises.

Wherefore for the cause of the said errors the said Hiram Foster prays the court here that the said judgment of the said Circuit Court in the said cause may be set aside reversed, and for nothing esteemed and held by the order and consideration of the Court here. And this the said plaintiff is ready to verify before the court here.

Manning & Davidson
Attys for plaintiff in Error

And the Deft. in error say, in nullo est erratum — & prays that said judgt. be in all things affirmed.

O. Peters for Deft. in error

Hiram Foster
vs
Joseph S. Sparrow
Error to Warren

Warren

Filed May 13. 1884.
T. Leland Clk.

Defiance

State of Illinois, sct.

WRIT OF ERROR—FREE TRADER PRINT.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of Warren — **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 Warren county, before the Judge thereof, between Joseph J. Jared plaintiff — and Hiram Foster defendant — it is said manifest error hath intervened, to the injury of the aforesaid Foster as we are informed by his complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distintly 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 second Monday of June 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. Samuel H. Treat, Chief Justice of our said Court, and the seal thereof, at Ottawa, this 13th day of May in the year of our Lord one thousand eight hundred and fifty one.

L. Leland Clerk of the Supreme Court.

Warren

Hiram Foster

vs

Joseph Jr Jared

Writ of Error

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Filed May 13. 1851.

L. Leland Clk.

1851

Knoxville May 26. 1857.

Dear Sir

Enclosed please find copy of Record in Moderwell v. Darnell.

Also Sci. Fa. served in same case

Also Sci. Fa. in Jones v. Foster. I'll bring you the fs. in this case:

Will you please (and dont forget) write me immediately what day is set for hearing causes from Henderson Warren and Knox Counties

Yours Very truly
Julius Manning

Clerk of
Supreme Court

Knoxville, Knox Co. Ill
May 9. 1857

Dear Sir

Will you please issue on the enclosed record, and send the process if you please directed to me here

Yours very truly
Julius Manning

L. Leland Esq.
Ottawa

Clerk Sup Court
Ottawa Ill.

State of Illinois ss Supreme Court.
Third Grand Division
June Term A.D. 1857.

Hiram Foster, plaintiff in Error
vs
Joseph F. Jared, defendant in Error } Error to Warren

Clerk of said Court, please issue Scire Facias to hear errors in said cause directed to the sheriff of Warren to Execute —

Yours truly
Manning & Dardan
Attys for plf in Error

Hiram Foster –
vs
Joseph L. Jarede –
Precipe.

Filed May 13. 1851.
L. Leland Clk.

STATE OF ILLINOIS, } The People of the State of Illinois,
Supreme Court.

To the Sheriff of the County of Warren — 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 Warren — county, before the Judge thereof, between Joseph J. Jared plaintiff & Hiram Foster

defendant, it is said that manifest error hath intervened, to the injury of the said Hiram Foster

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 Joseph J. Jared

that he 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, on the second Monday in June next, to hear the records and proceedings aforesaid, and the errors assigned, if he 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 Joseph J. Jared notice, together with this writ.

Witness, the Hon. **SAMUEL H. TREAT**, Chief Justice of our said Court, and the seal thereof, at Ottawa, this 13th day of May in the year of our Lord one thousand eight hundred and fifty one.

L. Leland Clerk of the Supreme Court.

State of Illinois
County of Warren } I, Todliff N. Allen Sheriff in and for said County and State per Wm H. Pierce Dep. Sheriff

do hereby certify and return that I did on the 23 day of May A.D. 1851 serve by my own hand the within Scire Facias on the within named Joseph I. Jared by delivering to him a true copy

Warren County
Adriana Foster
vs
Joseph I. Jared
Sci. Fa.
To June Term 1851.
Filed May 29, 1851.
T. McCaw Clk.

1841

thereof, by reading the same to him and by exhibiting to him the seal of the Supreme Court of the State of Illinois thereto affixed

T. N. Allen Shff W. C. Ills
per Wm H. Pierce Dep.

Shff's Fees
Serv'g Scire Facias 50
16 miles travel 80
Returning Scire Facias 10
$1,40