

8439

No. _____

Supreme Court of Illinois

Francis Mattingly

vs.

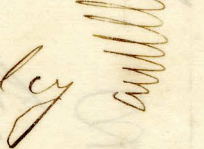
Cornelius Crowley



71641  7

Pleas had Before the Honourable
Aaron Shaw sole Judge of the 2nd
Judicial Circuit of the State of
Illinois

at a regular term of the Jasper
Circuit Court for the Twenty fifth
Judicial Circuit in the State of
Illinois in the Town of Newton in
said Jasper County and State
aforesaid on the 18th day of May
in the year of our Lord one thousand
eight hundred and sixty three
Present the Honourable Aaron Shaw
Judge presiding Amey O Preston
Prosecuting Attorney Fuller High
Sheriff & William H Jones Clerk
The Court Regularly opened by the
Sheriff

among the proceedings of said
Court are found the following
To Wit

Francis Mattingly  Plaintiff
vs
Cornelius Crowley  Defendant

State of Illinois  of the Jasper
Jasper County  County Court

Court-ney Term AD 1863

Francis Nuttingly Plaintiff
 vs
 Carrurus Crowley Defendant

Francis Nuttingly the said plain-
 tiff being duly sworn according to
 law deposes and says that he is
 owner of certain goods & Chattels
 property described as follows to wit
 one cow & calf the flesh marks
 of the cow pale red with a white
 star in the forehead no ear marks
 about seven years old last spring
 past the flesh marks of the calf
 pale red said cow & calf of the value
 of about Twelve dollars one yearling
 calf flesh marks pale red with some
 white about the body about one
 or two half years old last spring past
 of the value of about three dollars
 and one Brown Steer about two
 years old last spring past of the
 value of about eight dollars &
 that he is lawfully entitled
 to the possession of the above descri'd
 goods & Chattels and personal

property affiant further states that
 one Carolus Crowley of the said
 County of Jasper claims and is
 in possession of the said above
 described cow and calf, yearling
 calf and the two year old steer as
 he is advised and informed and
 that the same has not been taken
 for any tax assessment or fine
 levied by virtue of any law of the
 State of Illinois nor seized under
 any execution or attachment
 against the goods and chattels of
 this affiant liable to execution or
 attachment and further this
 affiant saith that

Subscribed and sworn to before
 me this 27th day of December A^d
 1862

Francis ^{his} Mattingly
 notary
 William H Jones Clerk
 an Back of affiant
 Francis Mattingly
 vs
 Carolus Crowley }
 Plaintiff
 Defendant

Filed in my office December
 the 27th 1862

William H Jones Clerk

Copy of writ
 State of Illinois ss
 Jasper County The People of the
 State of Illinois to the
 Sheriff of said County greeting.
 If Francis Mattingly of said County
 of Jasper State of Illinois shall
 give you good and ^{sufficient} security to
 prosecute his suit to effect and
 without delay and to make return
 of the following described goods &
 chattels the Francis Mattingly the
 said plaintiff as he says
 one Cow & calf the flesh marks
 of the Cow pale red with a white
 star in the forehead no ear marks
 about seven years old last spring
 past the flesh marks of the calf
 pale red the said Cow & calf of
 the value of about twelve dollars
 one yearling calf flesh marks
 pale red with some white about
 the body about one and one half
 years old last spring past of the
 value of about three dollars and
 one Brown steer about two years
 old last spring past of the value
 of about eight dollars which

5
Camilus Crady also of said
County forcibly & unlawfully took
and unjustly detains and return
the said property of return thereof
Be awarded & further to save and
keep you harmless in Replevying
said property then you are to the
said Goods and Chattles to be
replied and Delivered to said
plaintiff Without delay and
Summon the Defendant personally
to be and appear Before our Circuit
Court in and for said Jasper
County on the first day of the next
Term thereof to be holden at the Court
house in said Jasper County on
the 3^d Monday the month of May
A.D. 1863 to answer to the said
plaint of the said plaintiff for
unlawfully and unjustly detaining
the Goods and Chattles aforesaid
and make due Return of the
Bond to be taken of the said pla-
-ntiff aforesaid together with this
Writ to the clerk of our said Court
With an Endorsement hereon hereon
as to your doings in the premises

4



Witness Mellicam all Jones Clerk of
said Court and the seal of said
Court at Newton in said County
this 27th day of December 1862

William M Jones etc

Endorsement on Back of Writ
Francis Mattingly

Carrollus Crowley		
Serving Writ	" "	50
Taking Bond	" "	50
mileage	" "	40
Taking property	" "	50
Return	" "	<u>10</u>
		\$ 2.00

I have served the Writ by
reading the same to the within
named Carrollus Crowley & also
by Repleying the within descri-
bed stock except one Brown steer.
Two years old he is not found in my
County & delivered the same to
Joseph Sidelman agent for plaintiff
this 27th day of December 1862

A High Sheriff of the

Sided in Circuit Court this 27th day
of December 1862

William M Jones etc

7

Bound to Sheriff

Know all men By these presents
that Mr Francis Mattingly and
Joseph Fitzgerald are held and
firmly Bound unto A. Night Sheriff
of the County of Jasper in the State
of Illinois and to his successors in
office Executors administrators &
assigns in the several sum of one
hundred Dollars lawful Money of
the United States for the payment
of which sum We do hereby bind our
jointly & severally Bound ourselves
as heirs Executors & Administrators
The Condition of the above obligation
is such that Whereas on the 27th
day of December in the year of our
Lord one thousand Eight hundred
and Sixty Two the said Francis
Mattingly sued out of the Circuit
Court of Jasper County aforesaid
a Writ of Replevin against Cor-
nelius Crowley Defendant for the
Recovery of the following Described
Goods and Chattels property to
Wit one Cow and Calf the flesh
marks of the Cow pale red with
a white star in the forehead

No Ear Marks about seven years old
 last spring just the flesh marks of
 the calf pale red & said cow half
 of the value of about twelve dollars
 one yearling calf flesh marks pale
 red about one and one half years
 old last spring just of the value
 of about three dollars and one
 Brown Steer about two years old
 last spring just of the value of
 about eight dollars

Now if the said Francis Mattingly
 the plaintiff shall prosecute his
 suit to effect and without delay
 and make return ^{of} said property
 if return thereof shall be awarded
 and saw and keep harmless the
 said Sheriff in restoring the
 said property then this obligation
 to be void otherwise to remain
 in full force and effect

Witness our hands & seals this 27
 day of December A.D. 1862
 Signed sealed & ^{sup} Francis Mattingly
 returned in ^{sup} Joseph Fitzgerald
 presence of
 William J. Jones

9

on Back of Bond 3 Plaintiff Bond
Francis Mattingly 3
9
Cameleus Crowley 3
Filed in Circuit Court
27th day of December 1862

William H Jones Clerk

Copy of Declaration
State of Missouri 3
Jasper County 3 of the May Term
1863 of the Jasper
County Circuit Court Cameleus
Crowley the Defendant in this suit
was summoned to answer Francis
Mattingly the Plaintiff in this suit
Wherefore he lawfully detains the
following property to wit one Cow
and Calf the flesh marks of the
Cow pale red with a white star
in the forehead no ear marks about
seven years old last spring just
the flesh marks of the Calf pale
red and said Cow & Calf of the
Value of about Twelve Dollars
and yearling Calf flesh marks
pale red with some white about
the Body about one and one
half year years old last spring
just of the Value of about three

24375

Hollar and one Brown Steer
 about two years old last Spring
 past of the Value of about Eight
 Hollar and the said Francis
 Mattingly and in the County
 of Jasper and State of Illinois
 and wrongfully detains the same
 against Emetis & pledges unto the
 and receives the said Francis
 Mattingly By Mayo his attorney
 complains for that on the 26th day
 of December A D 1862 in the said
 County of Jasper and within
 jurisdiction of this Court took
 certain property to wit one Cow
 & calf the flesh marks of the Cow
 pale red with a white star in the
 forehead with no ear marks about
 two years old last Spring past
 the flesh marks of the calf pale
 and said Cow & calf of about
 the Value of Twelve Hollar and
 yearling calf flesh marks pale
 red with some white about the
 Body about one year and one
 half years old last Spring Spring
 past of about the Value of three
 Hollar and one Brown Steer

about two years old (at spring
 past) of the Value of about Eight
 Dollars the property of the said pla-
 intiff of the Value in the aggregate
 of about Seventy one Dollars and
 Manfully retains the same
 against Suetus & pledges until
 he shew the said plaintiff
 such that he is injured and
 hath sustained Damages to
 the amount of Sixty Dollars
 and therefore he Prays his
 Suit &c

Ways for Plff
 on Back of Resolution
 of the May Term A.D. 1863 of the
 Jasper Circuit Court
 Francis Mattingly

Cornelius Crowley
 Dec. in Replevin
 Damages \$50.00

Filed in Circuit Court May 10
 1863

William A. Jones Clerk

Order of Court
Francis Mattingly vs Ripstein

vs
Cecilius Crowley

Now on this day came the plaintiff By Mayo & Cooper his attorneys and the Defendant By Smith & Stichel his attorneys and no plea being on file herein the Defendant asks leave of the Court to enter his plea herein of Record and leave being accordingly granted Defendant enters his pleas of Record as follows to wit property in himself property in Joseph Fitzgerald and General Issue. and a jury being named this cause is submitted to the Court without the intervention of a jury. Whereupon this cause coming on to be heard and the Court having heard the evidence in this cause and and the arguments of Counsel the Court finds the Issue on the plea of property in himself for the Defendant and the Issue on the other plea for the plaintiff.

Whereupon the Plaintiff By his
 Counsel enters his Motion in
 arrest of judgment and for a
 New Trial Which Motion Being
 Over ruled by the Court, It is ordered
 and considered By the Court that
 the said plaintiff make return
 unto the Defendant of the prop-
 erty Described in the Writ and
 that he have and recover of & from
 the Defendant his Costs in this
 Behalf Expended & that he have
 Execution therefor &c.

Whereupon the plaintiff praying
 an appeal to the supreme Court
 Which is allowed on the plaintiff
 giving Bond in thirty days condi-
 tioned according to law With
 Security to be approved By the
 Clerk of this Court

approved & Shew
 judge

Copy of appeal Bond

Know all Men By these presents
 that Mr. Francis Mattingly and
 Joseph Fitzgerald of the County
 of Jasper State of Illinois are
 held and firmly Bound unto

Cornelius Crowley also of said
 county in the penal sum of three
 hundred & fifty dollars lawful
 money of the United States for the
 payment of which Will & July to
 be made We Bind our selves and
 heirs Executors & Administrators
 jointly severally & firmly. By these
 presents

Wm up our hands and seals this
 12th day of June A D 1803

The condition of the above obliga-
 — tion is such that whereas the
 said Cornelius Crowley did on
 the 2^d day of May A D 1803 in the
 Circuit Court in and for the
 County of Jasper and State of
 Illinois receive a judgment
 against the above Bounden
 Francis Mattingly for a return
 of the property set out in affidavit
 and writ and costs of suit pro
 which said judgment of the said
 Circuit Court the said Francis
 Mattingly has prayed ~~and~~
 for and obtained an appeal to the
 Supreme Court of said State of
 Illinois Now If the said Francis

Mattingly shall duly prosecute
 his said appeal with effect &
 shall moreover pay the amount
 of the judgment & costs with
 interest & charges rendered &
 to be rendered against him in
 case the said judgment shall
 be affirmed in the said supreme
 court then the above obligation
 to be void otherwise to remain
 in full force & effect

Taken and
 entered into before Francis Mattingly
 me in my office Joseph Lyellman
 in witness where
 12th day of June
 1805 and
 approved by me
 William M'jus
 Clerk

Endorsement on Back of Bond
 Francis Mattingly

Cornelius Bradley
 appeal Bond

Taken in my office this 12th day
 of June 1805
 William M'jus Clerk

Francis Mattingly
 as
 Camelus Crowley



Replevin

Be it Remembered
 that on the trial of this cause a
 jury being waived the cause was
 submitted to the Court without
 the intervention of a jury whereupon
 the plaintiff introduced the follow-
 ing evidence

Joseph Sitzman sworn I have
 no interest in this suit. I once
 owned the Cow & then (then a calf)
 Rescued in Writ & Declaration I
 sold them to Mattingly the plain-
 tiff some time in 1859. in the fall
 of 1861 I saw the Cow & Calf
 and knew her & told Mattingly
 that she was there while she was
 in Crawleys possession. I bought
 her together with the calf
 she then had from Mattingly &
 went to Crawleys to see about gettin-
 g the property he kindly said
 that he would give it up when
 I paid the costs of keeping it &
 told me to go to Schepstern the
 justice & see what the amount

17

Was. Went & found the cost to
 be some \$11.00 But found that
 the property had not been posted
 in accordance with Law the paper
 time having expired three days
 In the same conversation referred
 to above Crawley said that the
 property was posted in the fall
 of 1860 Immediately after posting
 time commenced the property
 described in the Declaration is the
 cow above referred to & her produce
 the steer described in the Declaration
 died Between the time I received
 the stock from Crawley and the Dis-
 missal of my suit Crawley took the
 calf up in May 1860 and kept it
 up through the summer the cow
 remaining out and coming up for
 milking

George Litzman sworn & knows the
 property in dispute It was left in
 my possession after each Replevin
 the property was returned to Crawley
 after the Dismissal of the first
 Replevin suit Brought By ~~James~~
 Joseph Litzman Except the steer
 which died in the Interim


Mattingly demanded possession of
 the property described in declaration
 from Crowley Before the Commence-
 — ment of this suit, Mattingly was on
 cross Examination asked By
 Defendant Whether & When the
 property was appraised and pas-
 — ted & If he saw the advertisements
 to which Question plaintiff By
 his counsel objected which obj-
 — ction was overruled By the court
 to which Ruling at the time plain-
 — tiff Excepted & Mattingly answered
 that It was appraised & passed
 in the fall of 1860 and that he
 saw the advertisements Whereupon
 Plaintiff Rested his case
 The Defendant then Introduced
 the following evidence

Jordan Swann had a conversation
 with Mattingly Before the Replevin
 suit was commenced By Defendant
 I owed one Lewis some cests for
 pasturing a horse Crowley lived near
 me and Lewis near Mattingly &
 proposed to Mattingly to pay Crowley
 the Cests for pasturing the cattle
 in dispute If he would pay

Lewis the costs for the horse which was partly agreed to shortly after. Before said suit had another talk with him when Mattingly said he had sold the property to Joseph Litzelman who was to pay all costs & charges Mattingly swore the same on the trial of said suit.

Gill sworn helped Crowley take & put up the self refusal to in my 1800 supposed it was my mother in law asked him to keep it up till I ascertained the fact afterwards found out that I was mistaken & sold Crowley so and this was all the evidence in the case whereupon the Court rendered a judgment in favor of Defendant and ordered a Return of the property described in the writ whereupon Plaintiff by his Counsel entered his motions in arrest of judgment and for a new trial which motions were overruled by the Court to which decision Plaintiff by his counsel at the time excepted and the Court entered judgment

In accordance with the recitation
 aforesaid. Whereupon plaintiff prays
 an appeal to the Supreme Court
 Which is Granted by the Court on
 condition that plaintiff give bond
 in the sum of one hundred Dollars
 conditioned &c. with security to be
 approved by the Clerk of this Court
 within thirty days from the rising of
 this Court and it is further agreed
 between the parties, that the Bill
 of exceptions herein be settled at
 the Clay County Circuit Court
 Whereupon plaintiff prays that this
 his Bill of Exceptions may be signed
 sealed & made a part of the record
 herein which is accordingly done

Carroll Shaw Judge 
 of 25th Judicial Circuit
 Ills

This Transcript \$5.00

25

State of Illinois
Jasper County
I, J. S. Willieus
Clerk of
Circuit Court within and
for the County of Jasper and
State aforesaid certify that the
 foregoing pages to which this
 is attached contains a full
 complete and correct transcript
 of the proceedings had in the
 aforesaid Court in the
 above entitled Cause the same
 being truly copied from the
 Books & files of my office
 In Witness Whereof I hereto
 affix the seal of said Court
 and subscribe my name
 at Detroit in said Jasper
 County this 29th day
 of September A.D. 1863
 J. S. Willieus
 Clerk

- And now comes the Plaintiff in Error by
 W. B. Cooper his atty, and says that there is
 manifest error in the within record in this
- 1st That the Court erred in allowing the question on page
 18 to be answered by witnesses
 - 2^d The Court erred in ordering a return of
 the property described in the writ
 - 3^d The Court erred in overruling the motions
 in arrest of judgment & for a new trial
 - 4th The Court decided ~~contrary~~ to the evidence
 - 5th The Court decided contrary to the Law

& this he is ready to verify by the record

and deft. Counsel by W. Storer } W. B. Cooper
 atty joins in Error and says } atty for Plff in Error

There is no error apparent on the
 record as the same will verify &c.
 W. Storer per
 Deft

Francis Wallingby
 Caroline Crawley
 Certified Copy

Filed Nov. 11-1863.
 N. Johnston Clk
 Paid by Myself \$11-00

Withdrawn from the files by leave of Court
 N. Johnston Clk

Refiled and Paid \$5. by W. B. Cooper exp.
 October 17-1866 N. Johnston Clk

Mattings
vs.
Joseph

new trial

34. That on the above grounds the Court erred in overruling the motions in arrest and for

was never replevied from Delf. nor delivered to Pff.

54. That the Court erred in ordering the return of the property described in the way when

and existing the property in dispute as called?

The first point relied on under the assignment of errors is

BRIEF.

1. The Court decided contrary to the law.

2. The Court erred in overruling the motions in arrest of judgment and for a new trial.

3. The Court erred in ordering a return of the way described in the way.

4. The Court erred in allowing the question on page 18 to be answered by witness.

Assignment of Errors, page 22.

for new trial, which being overruled by the Court, the Pff. excepted.

Whereupon the Court (page 19) rendered judgment in favor of defendant, and ordered a

return of way described in the way, and Pff. entered his motions in arrest of judgment and

judgment in the case.

QW. (page 19)—Helped Crowley take up call in May, A. D. 1860, and this was all the ev-

charges. Mattings swore the same on the trial of said suit.

— Widow. Before replevin suit was commenced by Fitzsimon, had conversation with

Defendant introduced following evidence:

was apprehended and posted in fall of 1860, and he saw and endorsements, and Pff. tested his case.

tried the objection to which rolling Pff. at the time excepted, and witness answered that it

was not the objection to which rolling Pff. at the time excepted, and the Court over-

ruled on the objection by Delf. whether and when the property was apprehended and post-

manded possession of property before commencement of suit. This witness (page 18) was

suit brought by Joseph Fitzsimon, except the evidence which was returned to Crowley after that Replevin

(Widow. (page 17 & 18)—Property was returned to Crowley after that Replevin

time I tested the stock and the dismissal of my suit.

Crowley took call up in May, 1860. The way described in Declaration given between the

Nov 1863

days. Crowley said in same conversation that property was posted in fall of 1860. The property was not posted in accordance with law, and proper time having expired there-
Told me to go to the Justice and see what the amount was—went, found it was \$11, but found
Crowley's possession. Crowley said he would give them the money when I paid the costs of keeping.
Crowley and Crowley, and told Mattings she was there. He told her, the call and after, while in
Joseph
Widow. (pages 16 & 17)—Said property to Mattings in '59, in fall of '61 saw
On the 1st of the evidence
Qc. Page 1 of record.
return into the Defendant of the property described in the way, and recorer costs and charges,
trial, and the Court overruling the same by the Court and the judgment of the Court. I make
first plea for Delf. and on other pleas for Pff. the motion in arrest of judgment and for new
entered of record by Delf.—the waiving of jury and the return of the property by the Court—the finding issue on
recitals, that the property described in Delf.—Property in Joseph Fitzsimon and General I. I. I. were
(Order of Court, on final hearing of case, pages 13 and 14)
Jacobus, pages 9, 10 and 11.
Bond,
Widow. (page 17)
agent of Pff.
ley, and also by replevying the within described stock and other goods and chattels, and not
Return of Pff. to the writ on page 8 of record: "I received by reading to Corwin Crow-

Writ of Replevin for property described above on pages 4, 5 and 6 of Record.
Aaron Shaw, jury being waived. Affidavit, pages 2 & 3 of record.
one Cow and one Yearling Call and one Brown Sheep. The cause was tried before Hon.

This was an action of replevin brought by Pff. vs. Delf. in District for recovery of possession of
CORNBILLS CROWLEY, DWA. in Error.)

FRANK LITTLER, JUDGE IN ERROR.
Error to Justice.

ABSTRACT.

Julius Nov. 11. 1863.
N. Johnston

ABSTRACT.

FRANCIS MATTINGLY, *Plff. in Error,*)
vs.) Error to Jasper.
CORNELIUS CROWLEY, *Deft. in Error.*)

This was an action of replevin brought by Plff. vs. Deft. in Error to recover possession of one Cow and Calf, one yearling Calf and one *Brown Steer*. The cause was tried before Hon. Aaron Shaw, a jury being waived. Affidavit pages 2 & 3, of record.

Writ of Replevin for property described above on pages 4, 5 and 6 of Record.

Return of Sheriff to the writ on page 6 of record: "Served by reading to Cornelius Crowley, and also by replevying the within described stock, *except one Brown Steer two years old not found*, and delivering to agent of Plff.

Bond, pages 7 and 8 of record.

Declaration, pages 9, 10 and 11.

Order of Court, on final hearing of cause, pages 12 and 13, recites, among the other usual recitals, that pleas of Property in Deft.—Property in Joseph Litzelman and General Issue were entered of record by Deft.—the waiving of Jury and the trial by the Court—the finding issue on first plea for Deft. and on other pleas for Plff.—the motion in arrest of judgment and for new trial, and the overruling the same by the Court and the judgment of the Court that Plff. make return unto the Defendant of the *property described in the writ*, and recover costs and charges, &c. Page 13 of record.

On the trial the evidence in substance was as follows:

Joseph Litzelman, (pages 16 & 17)—Sold property to Mattingly in '59, in fall of '61 saw Cow at Crowley's, and told Mattingly she was there. Bought her, the calf and steer while in Crowley's possession. Crowley said he would give them up when I paid the costs of keeping. Told me to go to the Justice and see what the amount was—went, found it was \$11, but found the property had not been posted in accordance with law, the proper time having expired three days. Crowley said in same conversation that property was posted in fall of 1860.

Crowley took calf up in May, 1860. The *steer* described in Declaration *died* between the time I received the stock and the dismissal of my suit.

George Litzelman, (page 17 & 18)—Property was returned to Crowley after first Replevin suit brought by Joseph Litzelman, except the *steer*, which *died* in the interim. Mattingly demanded possession of property before commencement of suit. This witness (page 18) was asked on cross-examination by Deft. "whether and when the property was appraised and posted, and if he saw the advertisements?" To which question Plff. objected, and the Court overruled the objection, to which ruling Plff. at the time excepted, and witness answered that it was appraised and posted in fall of 1860, and he saw advertisements, and Plff. rested his case.

Defendant introduced following evidence:

—*Jordan*. Before replevin suit was commenced by Litzelman, had conversation with Mattingly, who told me he had sold the property to Litzelman, who was to pay all costs and charges. Mattingly swore the same on the trial of said suit.

Gill, (page 19)—Helped Crowley take up calf in May, A. D. 1860, and this was all the evidence in the case.

Whereupon the Court (page 19) rendered judgment in favor of defendant, and ordered a return of *property described in the writ*, and Plff. entered his motions in arrest of judgment and for new trial, which being overruled by the Court, the Plff. excepted.

Assignment of Errors, page 22.

1. The Court erred in allowing the question on page 18 to be answered by witness.
2. The Court erred in ordering a return of the *property described in the writ*.
3. The Court erred in overruling the motions in arrest of judgment and for a new trial.
4. The Court decided contrary to the evidence.
5. The Court decided contrary to the law.

BRIEF.

The first point relied on under the assignment of Errors is

That the Court erred in admitting parol evidence to prove the posting and appraisal, and advertising the property in dispute as estray.

2d. That the Court erred in ordering the return of the *property described in the writ*, when from the Sheriff's return and the evidence it appears that the *Brown Steer* described in the writ was never replevied from Deft. nor delivered to Plff.

3d. That on the above grounds the Court erred in overruling the motions in arrest and for new trial.

W. B. COOPER, *Atty. for Plff. in Error.*

new trial.

34. That on the above grounds the Court erred in overruling the motions in arrest and for

W. B. COOPER, Att. for P.H. in Error.

was never replied to by Def. nor directed to P.H.

35. That the Court erred in ordering the return of the property described in the writ

advertising the property in dispute as extra.

That the Court erred in admitting parol evidence to prove the posting and appraisal and

BRIEF.

1. The Court decided contrary to the law.
 2. The Court decided contrary to the evidence.
 3. The Court erred in overruling the motions in arrest of judgment and for a new trial.
 4. The Court erred in ordering a return of the property described in the writ.
 5. The Court erred in allowing the question on page 12 to be answered by witness assignment of Errors, page 27.
- for new trial, which being overruled by the Court, the P.H. excepted.
- W. Peterson the Court (page 19) rendered judgment in favor of defendant, and ordered a return of the property described in the writ and P.H. excepted his motions in arrest of judgment and*

charges. Mattingly, who told me he had sold the property to Litzelmann, who was to pay all costs and

defendant introduced following evidence:

was appraised and posted in fall of 1860 and he saw advertisements and P.H. asked his case and the objection, to which ruling P.H. at the time excepted, and witness answered that it asked on cross-examination by Def. whether and when the property was appraised and how

and brought by Joseph Litzelmann, except the case, which was in the interim. Mattingly, the time I received the stock and the dismissal of the case.

9082

8439

Abstract & refs brief

Filed Nov. 11. 1863.
A. Johnston atty

31
Mattingly vs
Crowley

November 25

Nov. A. D. 1864.

Francis Mattingly

Appellant.

Appeal from Jasper.

4.

185

Cornelius Cowley

Appellee.

Appeal dismissed -
At Cost of Appellant.

Costs incurred by Appellant & Collectible of
him upon for bill.

Nov. 1863. To file in Jasper 20. Docketing Case 12.	"	32.
" " Papers 50. Containing Return & Order 50	1	00
" Abstracts of 9 50 - Containing Return & Order 37.	10	17.
Nov. 1864. " Fees 20. Stamps 12. Postage 9	"	76.
	12	25.
Supreme Court Docket fee		6 00
		18. 25
Credit - Repaid by Buyer of 11 - Abstracts furnished of 1.40 -		12 40
Bal. now due to Clerk Supreme Court		5. 85

IN THE SUPREME COURT.

STATE OF ILLINOIS,

The People of the State of Illinois,

JEFFERSON COUNTY.

To the Sheriff or any Constable of Jasper County:

I, NOAH JOHNSTON, Clerk of the Supreme Court in and for the State of Illinois,

hereby certify that the above bill of costs is due and remains unpaid; and that the same is a true copy from the fee book in my office: You are therefore commanded that of the goods and chattels, lands and tenements, of Francis Mattingly you cause to be made the sum of five dollars and eighty five cents, the amount of the foregoing bill, together with costs, and that you make due return thereof to the Clerk's office of the said Court, in ninety days from the date hereof; and have you them and these this writ, &c.

In Testimony Whereof, I have hereunto set my name and affixed the seal of said Supreme Court, at Mount Vernon, the first day of December 1864

Noah Johnston

Clerk Supreme Court.

4 67
5 85
\$10.52

4 67
5 85
10.52

7. B. 592

Cornelius Crowley

or { Ju. Bill

Francis Mattingly-

8439

Bill of Contents 5. 55.

And also one to Francis & James
in full my presence this morning 1865

Wm. L. Bond, Atty. J. C.

35 ————— 16

William Mattingley

by

C. Crossley

Error to Sarpere
judgment reversed
Cause remanded

Revised, approved
Ab. W. of Sept
for Reporter
No. 11 of Sept
on file

W. H. H.

1853