

No. 13106

Supreme Court of Illinois

Pruyn

vs.

Otis

71641  7

STATE OF ILLINOIS,

SUPREME COURT,

Third Grand Division.

No. 208.

Chas
W

Chas

State of Illinois, } THE COURT OF COMMON PLEAS
 KANE COUNTY, } ss. of the City of Aurora,
 City of Aurora. } March Term, A.D. 1859.

NEWTON OTIS,
adls. } *Assumpsit.*
 LUCAS PRUYN.

Abstract of the Record in the above cause.

Page of
 Record.

2

Summons issued August 6th 1859, directed to sheriff of Kane County, commanding him to summons Newton Otis, to answer the declaration of Lucas Pruyn in assumpsit damages claimed \$400; which declaration was filed in the clerks office of said court August 6th, 1859, and unless defendant answered the declaration in twenty days, judgement by default would be entered against him. Filed August 24th 1859, and served August 20th 1859.

3

4

A declaration August 6th 1859 was filed and entitled in vacation, after the June term, 1859, and it contained only one count, and it states that; For that whereas the said defendant Newton Otis of Kane county and city of Aurora heretofore to wit, on the 14th day of December, in the year of our Lord one thousand eight hundred and fifty-eight, at the city of Aurora aforesaid made a certain note in writing commonly called a promissory note, bearing date the day and year aforesaid, and then and there delivered the said note to A. H. McArthur & Co., of Hudson, New York, by which said note the said defendant Newton Otis, promised to pay to the said A. H. McArthur & Co., on the first day of April, after date for value received, or to their order, two hundred and eighty five dollars, at the Bank of Aurora, Illinois; and the count alleges that the payees duly endorsed and delivered the note to the plaintiff; and then concludes in the usual manner with an *ad damnum* of \$400.

5

6

On the back of declaration is the following to wit:

(Copy of instrument declared on.)

\$285,

Aurora December 14 1858.

On the first day of April, after date I promise to pay to the order of A. H. McArthur & Co., two hundred and eighty five dollars at the bank of Aurora Ills., value received.

No. Due.

Newton Otis.

Apl. 1

Endorsed,

A. H. McArthur & Co.

7

August 24th, A. D. 1859, was filed in the clerk's office, certain pleas and an affidavit among which pleas was the following: that is the general issue in the usual form of *non assumpsit*, and the affidavit alleged (among other things) that he (defendant) believes that he has a good defence to said suit upon the merits as to one hundred dollars of the plaintiffs demand to which is the usual jurat added.

8

9

August 30th 1859, there was filed in the clerk's office a similitur to said plea of general issue.

10

March 12th 1860, the same being one of the court days of said March term; the parties by their attorneys appear and waive a jury and submit this cause to the court for trial; court having heard the evidence adduced, finds the issues joinder for plaintiff and assesses his damages at \$301,57, and thereupon defendant entered their motion for a new trial.

11

March 17th 1860, being one of the court days of said term, Court being fully advised, overruled, said motion for new trial, and entered judgment for plaintiff for \$301,57, and costs of suit; to which decision of the court the defendant at the time excepted, prayed an appeal to the supreme court, which is allowed by the court upon defendant entering into bond in \$500, with William J. Strong as surety, and that he have the ten days from the adjournment of court to file his bond.

12

August 26th 1859, transferred the cause to trial docket, the defendant having appeared in the twenty days from date of summons and filed his plea to the declaration accompanied with the proper affidavit of defence upon the merits.

14

November 8th 1859, being one of the court days of the October special term A. D. 1859, cause was continued on motion of defendant.

December 12th 1859, one of the court days of the same term; cause continued till the next term.

March 17th 1860 there was filed by defendant in the office of the clerk of the said court, a bill of exceptions.

March 12th 1860, being one of the court days of said term, this cause came on for trial before the court, and the plaintiff to maintain the issue joined, on his part offered to read in evidence, a note which was in the words and figures to wit:

\$285,

Aurora December 14, 1858.

On the first April after date I promise to pay to the order of A. H. McArthur & Co., two hundred eighty five dollars at the bank of Aurora. Ills., value received.

Newton Otis.

On the back of which note was an endorsement in the words following to wit:

Pay to Lucas Pruyn or order.

A. H. McArthur & Co.

To the introduction of which note as evidence, the defendant then and there objected. *First* on account of a variance between the note offered in evidence, and the copy attached to the declaration, which consisted in inserting between the words "first and April", the two words "day of" in such copy, when they were not in the note so offered to be read in evidence.

16

Secondly; on account of a variance between the note declared upon in said declaration, and the said note so offered to be read in evidence in this: the note declared upon purports to have the words "day of" inserted between the words "first and April" while the same words are not contained in the note offered to be read in evidence, between the words "first and April".

Thirdly; on account of variance between the note offered to be read in evidence and the copy attached to said declaration.

Fourthly; on account of variance between the note so offered to be read in evidence, and the note declared upon in said declaration, which said several objections to the reading in evidence of the said note so offered as aforesaid the court after the argument of the counsel for the defendant, and of the counsel for plaintiff, then and there overruled, and admitted to be read in evidence, the said note so offered as aforesaid, to the opinion of said court in overruling of said, several objections and admitting said note the said defendant then and there excepted.

17

The above was all the evidence introduced by either party, the court then found the issues joined for the plaintiff, and assessed his damages at the sum of \$301,57, defendant made his motion for new trial; and March 17th 1860, court being advised overruled said motion, and rendered judgment for above sum. To which decision of the court the defendant then and there excepted. Bill of exceptions March 17th 1860, was duly signed and sealed by the judge of said court.

March 24th 1860, defendant filed in the clerks office his appeal

bond in the sum of \$500, with the proper condition thereunto written ;
and the bond duly executed by defendant and William J. Strong as security in pursuance of the order of the court.

B. F. PARKS,
JUDGE, &c.



MONTONY & SEARLES,
Atty's for Appellants.

Commercial Print, 33 Main St., Aurora.

to G. April 8.
A.D. 1860

208
Andrew Otis

208
Sells

Lucas Prager

Abstract of Record
by Appellant

Filed April 17, 1860

L. Leland
Clerk

13106

State of Illinois, } THE COURT OF COMMON PLEAS
 KANE COUNTY, } ss. of the City of Aurora,
 City of Aurora. } March Term, A.D. 1859.

NEWTON OTIS, }
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No. Due.

Newton Otis.

Apl. 4

Endorsed,

A. H. McArthur & Co.

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August 24th, A. D. 1859, was filed in the clerk's office, certain pleas and an affidavit among which pleas was the following: that is the general issue in the usual form of *non assumpsit*, and the affidavit alleged (among other things) that he (defendant) believes that he has a good defence to said suit upon the merits as to one hundred dollars of the plaintiffs demand to which is the usual jurat added.

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August 30th 1859, there was filed in the clerk's office a similitur to said plea of general issue.

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March 12th 1860, the same being one of the court days of said March term; the parties by their attorneys appear and waive a jury and submit this cause to the court for trial; court having heard the evidence adduced, finds the issues joinder for plaintiff and assesses his damages at \$301,57, and thereupon defendant entered their motion for a new trial.

11

March 17th 1860, being one of the court days of said term, Court being fully advised, overruled, said motion for new trial, and entered judgment for plaintiff for \$301,57, and costs of suit; to which decision of the court the defendant at the time excepted, prayed an appeal to the supreme court, which is allowed by the court upon defendant entering into bond in \$500, with William J. Strong as surety, and that he have the ten days from the adjournment of court to file his bond.

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August 26th 1859, transfered the cause to trial docket, the defendant having appeared in the twenty days from date of summons and filed his plea to the declaration accompanied with the proper affidavit of defence upon the merits.

14

November 8th 1859, being one of the court days of the October special term A. D. 1859, cause was continued on motion of defendant.

December 12th 1859, one of the court days of the same term; cause continued till the next term.

March 17th 1860 there was filed by defendant in the office of the clerk of the said court, a bill of exceptions.

March 12th 1860, being one of the court days of said term, this cause came on for trial before the court, and the plaintiff to maintain the issue joined, on his part offered to read in evidence, a note which was in the words and figures to wit:

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16 *Secondly*; on account of a variance between the note declared upon in said declaration, and the said note so offered to be read in evidence in this: the note declared upon purports to have the words "day of" inserted between the words "first and April" while the same words are not contained in the note offered to be read in evidence, between the words "first and April".

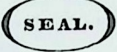
Thirdly; on account of variance between the note offered to be read in evidence and the copy attached to said declaration.

Fourthly; on account of variance between the note so offered to be read in evidence, and the note declared upon in said declaration, which said several objections to the reading in evidence of the said note so offered as aforesaid the court after the argument of the counsel for the defendant, and of the counsel for plaintiff, then and there overruled, and admitted to be read in evidence, the said note so offered as aforesaid, to the opinion of said court in overruling of said, several objections and admitting said note the said defendant then and there excepted.

17 The above was all the evidence introduced by either party, the court then found the issues joined for the plaintiff, and assessed his damages at the sum of \$301,57, defendant made his motion for new trial; and March 17th 1860, court being advised overruled said motion, and rendered judgment for above sum. To which decision of the court the defendant then and there excepted. Bill of exceptions March 17th 1860, was duly signed and sealed by the judge of said court.

March 24th 1860, defendant filed in the clerks office his appeal

bond in the sum of \$500, with the proper condition thereunto written ;
and the bond duly executed by defendant and William J. Strong as security in pursuance of the order of the court.

B. F. PARKS,
JUDGE, &c. 

MONTONY & SEARLES,
Atty's for Appellants.

Commercial Print, 33 Main St., Aurora.

20th
le. le. April 8.
A.D. 1860 -

Arrolen Oles

add

Lucas Prun

Abstract of Record
by Appellant

Filed Apr 17, 1860

L. Leland

Clerk

1
United States of America
State of Illinois
Kane County
City of Aurora

Present before the
Honorable Benjamin
F. Parks Judge of the
Court of Common Pleas of the City of
Aurora at a regular Term of said the
Court of Common Pleas of the City of
Aurora begun and held at the Court
Room in the City of Aurora in said
County and State on the Second
Monday (the 12th day) of March in the
year of our Lord one Thousand Eight
hundred & Sixty

Present the Honorable Benjamin F. Parks
Judge of said Court
" S. S. Laslyni State attorney
" S. J. Allen Sheriff of Kane County
Attest James G. Parr clerk
The Court opened by proclamation

As it is remembered that heretofore Court
on the 6th day of August A.D. 1859 there
issued out of the Office of the Clerk of
the Court of Common Pleas of the City

2d

of Aurora a certain Peoples writ of summons
directed to the Sheriff of Kane County and
which is in the words & figures following to wit

State of Illinois
County of Kane. ss. The People of the State
City of Aurora } of Illinois to the Sheriff of
Kane County. Greeting:

You are hereby commanded to
Summon Newton P. H. if to be
found in your county to answer the
Declaration of Lucas Pruyn in an
action of Trespass on the case upon prom-
ises Damages claimed \$400.. which
said Declaration was filed in the Office
of the Clerk of the Court of Common
Pleas of the City of Aurora in said
Kane County on the 6th day of August
A.D. 1839 Now unless the said Defendant
shall within twenty days from the date
hereof plead to or otherwise answer said
Declaration according to law judgment
will be entered against him by default.

Witness James S. Farr Clerk
of our said Courtth & the seal thereof
at the City of Aurora. in said County
this 6th day of August A.D. 1839.
James S. Farr
Clerk

(Seal)

3^d

And on the back of said last mentioned
mit appears endorsement which are
in the words and figures following To wit:

"Filed August 24th 1839 J. G. Pawclark"

"Served by reading to Anton Otis on the 20
day of August 1839, and at the same
time, I delivered to Anton Otis a
certified copy of the original declaration
on file, in this case"

Aurora August 20 1839 O. J. Giffen Sheriff
pr C. D. Andrews
Deputy"

"Just 1200 50. 1 mile 5. copy 50. ret 10. = 1.15"

And afterwards to wit: on the same
day the 6th day of August A.D. 1839. there
was filed in the Office of the Clerk of
said Court aforesaid, a certain declar-
ation which is in the words & figures
following To wit.

State of Illinois }
Kane County } ss. In Vacation of the
City of Aurora } Court of Common
Pleas of the City of
Aurora after Term Term A.D. 1839.
Newton Otis Defendant in

this suit is summoned to answer to
 Lucas Pugh Plaintiff in this suit
 in a plea of Trespass on the case upon
 promises; and thereupon the said Plain-
 =tiff by John W. Kay attorney complaining:

For that whereas the said Defendant
 Newton Otis of Kane County Illinois
 State & City of Aurora heretofore to wit on
 the 14th day of December, in the year of our
 Lord, one thousand eight hundred
 and fifty eight, at the City of Aurora
 aforesaid made a certain note in
 writing, commonly called a promissory
 note, bearing date the day and year
 aforesaid, and then and there delivered
 the said note to A. H. McArthur & Co
 of Hudson New York by which said note
 the said Defendant Newton Otis promised
 to pay to the said A. H. McArthur & Co. on
 the first day of April, after date, for value
 received, or to their order Ten hundred and
 Eighty five dollars, at the Bank of Aurora
 Illinois, and the said A. H. McArthur & Co
 to whom or to whose order the payment of
 the said sum of money in the said note sp=
 =cified, may to be made as aforesaid, afterwar
 and before the payment of the said sum of
 money, mentioned in the said note, and

also before the time limited and appointed
by the said Note for the payment thereof, to wit,
on the same day and year, and at the place
aforesaid indorsed the said note in writing
and by that indorsement, ordered and
appointed the contents of the said note to be
paid to the said Plaintiff, or order, and
then and there delivered the said note so
indorsed, to the said Plaintiff of which said
indorsement so made thereon as aforesaid, the
said defendant, afterwards to wit, on the
same day and year, and at the place
aforesaid, had notice, which period has elapsed,
By Reason Whereof, and by force of
the statutes 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 the 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 plain-
-tiff the said sum of money in the said
note specified, according to the tenor and
effect of the said note,
Nevertheless the said defendant

6th

(although often requested, &c., Court, on the day
when the said note became duend payable
according to the tenor and effect thereof, and
often times since, to wit, at the place aforesaid,
has not yet paid the said several sums
of money above mentioned, or any or either
of them, or any part thereof, to the said plain-
-tiff but to pay the same or any part thereof
to the said plaintiff the said defendant
has hitherto altogether refused, and still
does refuse to the damage of the said plaintiff
of Four Hundred dollars, and therefore
the said plaintiff brings suit &c

John W. Ray
Plaintiff Attorney

(Copy of Instrument declared on)

Aurora December 14, 1858.

§ 285. On the first day of April after date I
promise to pay to the order of A. H. McArthur
& Co. Two Hundred and Eighty five dollars
at the Bank of Aurora. My value received,
No Due Newton Otis

Apr 1/4 Endorsed)

A. H. McArthur & Co

State of Illinois.

Kane County.

Court of Common Pleas of the City of Aurora

7th

In vacation } after June Term AD 1859
 Lucas Prun } The Clerk in the above
 vs } Court will please to issue
 Newton Otis } summons in this suit,
 together with a copy of the
 declaration, as per the Practice act of the
 Thirtieth Judicial circuit - in vacation
 Aurora August 30th 1859. Damages \$400⁰⁰
 Ino W. Ray
 Peffs Atty

And afterwards To wit: on the 24th day
 of August AD 1859, was filed in the
 Office of the Clerk of said Court certain
 Pleas & an affidavit among which were
 the following in the words & figures
 following To wit:

Newton Otis } The Court of Common
 Pleas } Pleas of the City of
 Lucas Prun } Aurora after the
 June Term AD 1859
 in vacation.

And the said defendant by Montony
 & Swales his attorneys comes and defends
 the wrong & injury whereof & says that
 he did not undertake and promise in
 manner and form as the said plaintiff

8th

hath thereof above complained of him -
and of this the said defendant puts himself
upon the country &

Montgomery & Searles
attys for deft

State of Illinois } The Court of Common
County of Kane } Pleas of the City of Aurora
City of Aurora } after the June Term thereof
A D 1839 in vacation.

Newton Otis.

ad }
Lucas. P. } Action of Assumpsit

And Newton Otis first being duly
sworn deposes and says that he is the
defendant in the above entitled suit and
that he verily believes that he has a
good defense to said suit upon the
merits as to one hundred dollars of the
said plaintiffs demand and further
says not -

Subscribed & Sworn to }
before me this 24th day } Newton Otis
of August A D 1839. }
R. S. Montgomery
J. P.

And afterwards to wit: on the 30th day of August A.D. 1859. there was filed in the Office of the Clerk of said Court a certain Similitude which is in the words of figures following to wit:

The Court of Common Pleas of the City of Aurora. after the June Term A.D. 1859. in vacation
 Lucas Pruyn

And the said Plaintiff by J. Newton Otis his attorney, as to the said plea of the said defendant whereof he comes by his attorney and puts himself upon the country - hereby comes and doth the like

J. W. Ray plffs attorney

And afterwards to wit: on the 13th day of March A.D. 1860. the same being one of the days of the March Term A.D. 1860 of The Court of Common Pleas of the City of Aurora. the following among other proceedings were had and entered of Record in said Court to wit:

Lucas Pruyn

12th ^{ns} I respass on the case
 Newton Otis upon promises. This

day come the Parties to this suit by their¹⁰
attorneys waive a jury and submit
this cause to the Court for trial. and
the Court having heard the evidence
adduced finds the issues joined for
the Plaintiff and assesses his damages
to the sum of Three Hundred and
one Dollars and fifty Seven cents.

Thereupon comes the Defendant
and enters his motion for a new trial
herein -

(12th) And afterwards Court, on the ~~17~~¹⁸ day
of March A D 1860. the same still being
one of the days of said March Term A
D 1860. of said Court the following among
other proceedings were had and entered
of Record in said Court Term.

Lucas Pugh

12

ms

Newton Otis

Transpass on the case
upon promises

This day again,
come the parties and this suit having
been heard upon the Defendants motion
for a new trial heretofore entered and
the Court now being fully advised
overrules said motion.

It is therefore considered by the Court that the Plaintiff have and recover of the Defendant his damages of Three Hundred and one Dollars and fifty seven cents in form as heretofore assessed by the Court and also his costs and charges by him about this suit expended and have execution therefor. To which decisions of the Court the Defendant at the time excepted and prayed an appeal in this cause to the Supreme Court of the State of Illinois, which is allowed by the Court upon Defendant entering into bonds in the sum of Five hundred Dollars with William J. Strong as surety ^{and} that he have ten days from the adjournment of Court to file his Bond.

And heretofore Court: on the 26th day of August A.D. 1859. the same being one of the days in vacation after the June Term A.D. 1859. of said Court the following among other proceedings were had and entered of Record in said Court Court:

Lucas Prunty Surar August 26th 1859
 as ^{ns} Dispass on the case upon
 Newton Otis ^{pramises} of
 Plaintiff by John W. Ray his attorney and it

appearing that the Plaintiff heretofore filed
herein his declaration against the said Defend-
-ant upon an instrument in writing for the
payment of money only. And that a summons
was issued herein against said defendant
dated August 6th A.D. 1859. returnable in
twenty days after the date thereof. And directed
to the Sheriff of Nassau County to execute
which summons has been returned by said
Sheriff, executed August 20 1859, by reading
to Newton Otis and at the same time I
delivered to Newton Otis a certified copy
of the original declaration on file in this
case. And the said Newton Otis having
duly filed his plea verified by affidavit
a defence on the merits. This cause is
transferred to the Trial Docket for hearing
at the next succeeding term of this Court.

And afterwards to wit, on the 1st day of November
A.D. 1859, the same being one of the days of the
October Special Term A.D. 1859, of said Court
the following among other proceedings were
had and entered of Record in said Court Court;

Lucas Prunty
vs
Newton Otis } Despairs on the case
upon promises
This day comes

the Defendant by Montony & Searles his attor-
= neys and enters his motion for a continuance
of this cause and the Court not being fully
advised takes time to consider.

And afterwards Term: on the 8th day of November
AD 1839. the same still being one of the days
of said October Special Term. of said Court. the following among other proceedings
were had & entered of Record in said Court Term:

Lucas Prun }
vs } Trespass on the case upon
Newton Otis } promises

This day this
cause continued on Defendants motion
at his costs of this Term. Therefore it is
considered by the Court that Plaintiff
have and recover of the Defendant his
costs of this Term expended and have
execution therefor.

And afterwards Term: on the 12th day of
December AD 1839 the same being one
of the days of the December Term AD
1839. of said Court the following among
other proceedings were had & entered
of Record in said Court Term:

Lucas Prugn & J
 19th ^{as} Newton Otis } respass on the case
 upon promises. This
 day this cause continued until the
 next Term

And afterwards Tourit: on the 17th day of
 March A.D. 1860 there was filed in the
 Office of the Clerk of said Court a certain
 bill of Exceptions which is in the words &
 figures following Tourit:

Newton Otis } The Court of Common
 adds } Pleas of the City of Aurora
 Lucas Prugn } at the March Term A.D. 1860

Be it remembered that on the 12th day
 of March A.D. 1860 being one of the Court days
 of the said Term this cause came on for
 trial before the Judge of said Court. and
 the said Lucas Prugn plaintiff in order
 to maintain the issue joined on his part
 he offered to read in evidence a note
 which was in the words & figures follow-
 -ing Tourit:

Aurora December 14 1858

\$ 285.

On the first April after date I promise
to pay to the order of A. H. McArthur & Co
two hundred eighty five dollars at the
Bank of Aurora Its value received -
Newton Otis

on the back of which note was an endorse-
ment in the words following to wit:

Pay to Lucas Pruyn or order
A. H. McArthur & Co
Hudson N.Y.

To the introduction of which note as
evidence the said defendant then there
objected. First on account of a variance
between the said note offered in evidence,
and the copy attached to the declaration
which consisted in inserting between the
words "first & April" the two words "day of"
in such copy - when they were not in the
note so offered to be read in evidence -

Second, on account of a variance
between the note declared upon in said
declaration and the said note so
offered in to be read in evidence in this -
the note declared upon purports to
have the words "day of" inserted
between the words "first & April"
while the same words are not

contained in the note offered to be read in evidence between the words "first & April"

Thirdly - on account of variance between the note offered to be read in evidence and the copy attached to said declaration -

Fourthly - on account of variance between the note so offered to be read in evidence and the note declared upon in said declaration.

Which said several objections to the reading in evidence of the said note so offered as aforesaid. the Court after the argument of the counsel for the defendant & of the counsel for the plaintiff then & there overruled and admitted to be read in evidence the said note so offered as aforesaid. To the opinion of said Court in overruling of said several objections & admitting said note the said defendant then & there excepted.

The above was all the evidence introduced by either party - The Court then found the issues joined for the plaintiff & assessed his damages at the sum of \$ 301.57. whereupon the

said defendant then & there entered his motion for a new trial & which motion on the 17th day of March A.D. 1860. being one of the Court days of the said March Term came on to be heard before said Court and the Court then & there overruled the said Motion for new trial & rendered judgment for said plaintiff for the said sum of \$301.57. To the overruling of the said motion & rendering judgment for said plaintiff for the said sum of \$301.57. the said defendant then & there excepted and prays the Court to sign & seal this his bill of exceptions which is done in open Court

March 17th 1860. *J. J. Parks* (200)
 Judge of the Court of Common Pleas of the
 City of Aurora.

And afterwards to wit, on the 24th day of March A.D. 1860. there was filed in the office of the Clerk of said Court a certain Appeal bond which is in the words & figures following to wit;

Know all men by these presents that we Newton Otis as principal and William J. Strong as surety are held and firmly bound unto Lucas Prager in the penal sum

of five hundred dollars lawful money of
the United States to the payments which
well and truly to be made on bond, ourselves
our heirs, executors, administrators and
assigns jointly, severally and firmly, by
these presents. -

Given under our hands and seals
this 24th day of March A. D. 1860

The condition of the above obligation
is such. Whereas the said Lucas Crump
did, at the March Term of the Court of
Common Pleas of the City of Aurora
A. D. 1860 recover Judgment against
the said Newton Otis for the sum of
Three hundred and one dollar and fifty
Seven cents (\$301.57) besides costs of suit
from which Judgment the said Newton
Otis has taken an Appeal to the Supreme
Court of the State of Illinois. -

Now if the said, Newton Otis shall
duly prosecute said Appeal and
pay the said Judgment and
all costs interest and damages
in case the said Judgment shall
be affirmed by the said Supreme
Court then the above obligation
to be void otherwise to remain

in full force and effect.

Norton Otis
Wm J. Strong

State of Illinois
County of Kane } ss
City of Aurora }

I James St Parr
Clerk of The Court of Common
Pleas of the City of Aurora. in said City and
County do hereby certify that the foregoing
copy of the Record of the Judgment appealed
from is a true and correct copy of the Summons
or process and return of the officer thereon. the
Plaintiff's declaration, the Defendant's plea of
general issue, & affidavits attached, & Plaintiff's sim-
-iliter hereto. The Judgment of the Court. and
all orders of the Court. The Bill of exceptions
& appeal bond filed in a cause lately pend-
-ing and tried in said The Court of Common
Pleas of the City of Aurora. Wherein Lucas
Fruy was Plaintiff and Norton Otis
was Defendant as appears from the
Records and files in my Office, and being that
part of the orders and pleadings requested by
Defendants counsel to be inserted herein.

Witness my name and the seal of
said Court at the City of Aurora
this 6th day of April A.D. 1860.
James St Parr
Clerk



the note which should be in evidence and
 the note declared upon ⁱⁿ this that is
 in the note offered in evidence
^{which} reads "on the first April after
 date" while the ^{note} declared upon
 has the two words "day of" between
 first and April: *Whereof*

6th In overruling the appellant's
 motion for a new trial.

7th In rendering judgment for
 the plaintiff below. Wherefore
 the said appellant prayeth
 the said judgment be reversed
 and held for nothing.

Montgomery & Seale
 Attorneys for appellant

Court of Com. Pleas
 of the City of Aurora

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Quees Prugn

Prothon Otis

Rec'd & asgt.
 of records

Filed April 17. 1860
 L. Deland
 Clerk

Yrs for Record

45 Indio \$4.50

Cert for Ind 35
 \$4.85