

No. 13344

Supreme Court of Illinois

Blair

vs.

Ryerson

State of Missouri
Lee County
United States of America } ss

Hear in the Lee County
Circuit Court in the 22nd Judicial Circuit
of the State of Missouri, in the matter of
Martin Ryerson against Edwin McBlair
in our action of Assumpsit -

Be it remembered that on the fifteenth
day of November A.D. 1859 Martin Ryerson
commenced his action against Edwin McBlair
in the Lee County Circuit Court, and thereupon
a Summons issued in that behalf in
the words following to wit:-

State of Missouri
Lee County } ss

The People of the State of Missouri
to the Sheriff of said County Greeting:-

We Command you, that you Summon Edwin
McBlair if he shall be found in your County
personally to be and appear before the Circuit
Court of said County on the first day of the
next Term thereof, to be holden at the Court
House in Dixon in said County on the
fourth Monday of November 1859 to answer
unto Martin Ryerson in a plea of Assumpsit
to the damage of said Plaintiff as he says

in the sum of Two Hundred & fifty dollars
And have you then and there this writ
with our endorsement thereon, in what manner
you shall have executed the same.
Witness Isaac S. Beardman Clerk
of our said Court, and the Seal
thereof at Dixon this 15th day of
Nov^r A.D. 1859
I. S. Beardman Clerk,

And which said Summons was by the
Sheriff of said County returned endorsed as
follows:
"I have duly served this Writ by
"reading the same to Edwin M. Blair
"Nov 18th 59 Lester Harding Sheriff
Simon Badger Deputy,"

And on the sixteenth day of November
A.D. 1859 the said Plaintiff filed his
Declaration in said Cause which
said Declaration is in the words and
figures following to wit:—

"Lex County Circuit Court

of the November Term AD 1859

State of Illinois
Lex County, ss. }

Martin Ryerson

Plaintiff in this suit by A. Kinyon his attorney
complain of Edwin M. Blair Defendant who being
duly summoned etc in a plea of trespass on the
case our promises: For that whereas the said Defendant
heretofore to wit: on the Eighteenth day of December
in the year of our Lord one thousand eight hundred
and fifty eight at Chicago to wit at Dixon in the
County of Lee State of Illinois made his certain promissory
Note in writing bearing date the day and year
aforesaid, and then and there delivered the same
to one C. B. Farnwell, in and by which said Note
said Defendant by the name style and description
of E. M. Blair, promised to pay to the order of the
said C. B. Farnwell on the first of August after
date the sum of Two Hundred & seven Dollars
and seventy seven cents, with interest at ten
per cent for value received. And the said C. B.
Farnwell to whom or to whose order, said Note was
payable, then and there indorsed and under his
hand assigned the said note, to the said Plaintiff, and
then and there delivered the same, as indorsed to the
said Plaintiff. By means whereof and by force of the
Statute in such case made and provided, the

said Defendant, became liable to pay said Plaintiff said sum of money mentioned in said note and being so liable in consideration thereof then and there undertook and promised to pay the same to said Plaintiff according to the term and effect, true intent and meaning of the said note, and of the indorsement aforesaid, to wit: at the place aforesaid.

And whereas also the said Defendant afterwards to wit on the first day of November in the year of our Lord One thousand eight hundred and fifty nine to wit: at San Diego in said County became and is indebted unto the Plaintiff in a large sum of money to wit: Two hundred and fifty dollars for money before that time lent, and advanced to, and paid out, and expended for said Plaintiff Defendant by said Plaintiff, at said Defendant's request; and also in a like sum for money before that time had and received by said Defendant, to and for the use of said Plaintiff; and also in a like sum for goods, wares and merchandise before that time sold and delivered by said Plaintiff to said Defendant, at like special instance and request; and also in like sum for the labor, care and diligence of said Plaintiff, before that time done and performed, by said Plaintiff, for said Defendant, and at the like instance

and request of said Defendant; and also in like sum for them and there found due and owing said Plaintiff on an account stated between them and being so indebted said Defendant in consideration thereof, then and there undertook and promised to pay said Plaintiff said last mentioned sums of money when thereunto afterwards requested.

Yet the said Defendant not regarding his said promise and undertakings but contriving etc although often requested so to do he not paid said Plaintiff either of said sums of money above mentioned or any part thereof, but so to do he hitherto wholly neglected and refused, and still so neglect and refuse to the damage of said Plaintiff of Two Hundred & Fifty Dollars and therefore he brings this suit, etc

Copy of Instrument and account sent on
#20th 1858. Albany Dec 18 1858.

On the first of August after date I promise to pay to the order of C. B. Farnell Two Hundred and Seventh Dollars, value received with interest at ten per cent

E. M. Blair E. M. Blair
So Martin Ryntow Dr

To money lent and advanced	\$ 250
To money expended and paid out for	\$ 250
To money received for the use of	\$ 250
To goods, wares and merchandise	\$ 250
To labor and services	\$ 250
To balance on account stated	\$ 250

endorsed "Filed this sixteenth day of November
1859 J. S. Boardman Clerk / Joseph Ball Deputy Clerk,

and on the Margin of the above Declaration
is the following "Note" "By leave of the Court the
copy of the Note sued on is amended by changing
the figure 3 in the date of said Note to figure 5
making the date read 1858 instead of 1838 "

and afterwards to wit on the eighth day of
December A.D. 1859 the said Defendant filed
his plea in this behalf in the words and
figures following to wit:—

"State of Illinois	}	Sen County Circuit Court
Sen County		Nov Term A.D. 1859
Montin Ryerson	}	Assumpsit
Edwin Mc Blair		

And the said Defendant by
J. S. & J. S. his attorneys, comes and defends the wrong
and injury whereof, and saith that he did not
undertake or promise, in manner and form as the
said Plaintiff hath above therein complained against
him and of this he puts himself upon the Country &c

J. S. & J. S. atty. Gts.

And the said Plaintiff
doth the like

A. Kniggen

endorsed "Filed Dec 8th 1859
J. S. Boardman Clerk "

And afterwards at a regular Term of
the Lev County Circuit Court begun and
holden at the Court House in Dixon in
Lev County aforesaid on the first Monday
in May Anno Domini One Thousand
Eight Hundred and Sixty.

Present Honorable John S. Buckner Judge
of said Judicial Circuit

Present Robert C. Birchell State Attorney
for said Judicial Circuit

Present Isaac S. Doornbos Clerk
of said Lev County Circuit Court

Present Lester Harding Sheriff of
said Lev County

And on one of the regular days of said Term
to wit on the 16th Day of May A.D. 1861, the
following Record entries appear to us in this
book to wit:-

"Martin Ryerson	}	Affidavit
"		
Edwin M. Blair		

On this day comes the
Plaintiff by Benjamin F. Miller his attorney, and
on his motion he has come to amend his
declaration, and therefore this case is

continued. It is considered and adjudged by the Court that the Defendant have and receive of the Plaintiff his costs and charges by him at this term of Court expended and that he have Execution therefor in "

And the amendment to the Declaration so obtained by said Plaintiff is the same as referred to in "Note" on page "6" ante, commencing on the fourth written line from the top, wherein the Plaintiff changes the date of his note from "1838" to "1858"

And afterwards to wit at another regular Term of the said Levee County Circuit Court begun and holden at the Court House in Dixon aforesaid on the fourth Monday of November AD 1860, and on one of the regular days of said Term to wit on the 13th day of December AD 1860 then Present Honorable John V. Eustace Judge

David McCutney States attorney

Benjamin F. Shaw Clerk

Barrow L. Jones Sheriff

the following Record appears to us in this

"Martin Peterson

11
"Martin Oygerson
" Edwin Mc Blair

Hamper

On this day comes the Plaintiff by Kemper & Fuller his attorneys; also comes the Defendant by Suss & Suss his attorneys and the said Defendant enters his motion for judgment for want of an amended Declaration, which said motion is by the Court overruled: and now by agreement of parties in open Court the intervention of a jury is waived and this case is submitted to the Court for trial; and the Court having heard the evidence and the argument of counsel now finds the issues for the Plaintiff. It is considered and adjudged by the Court that the said Plaintiff have and recover of the Defendant his Damages in this behalf but because the Damages are unknown to the Court and rest in Computation the Clerk of this Court is directed to assess the Damages and report the same. And afterwards the Clerk of this Court reports that he has assessed said Damages in the sum of (\$249⁰⁰) Two Hundred and Forty Nine Dollars; which said report is approved and placed on file and thereupon the Defendant enters his motions in arrest of judgment and for a New Trial.

And the assessment of the Clerk referred to in
the foregoing record & the note annexed to said
assessment are in the words and figures
following to wit:—

" State of Illinois } ss.
County of Lee } In Circuit Court November
Term 1860

\$249 & } In the matter of Martin Ryerson
No 135 } against Edwin M Blair

This action having been brought upon the
annexed instrument of writing to wit: a promissory
note for the payment of money only, and the
Damages of the plaintiff acating in computation
and the Court having referred the same to the
Clerk to assess and report said Damages, and
the Clerk having computed and assessed the same
in pursuance of the order of the Court, reports to
said Court that the amount thereof is, \$249 &

Brig's Show Clerk
Jr Joseph Bull DC

\$207. ¹¹/₁₆ Amberg Dec 18 1858

On the first of August after date I promise to
Pay to the order of C B Farnwell two hundred
and seven ¹¹/₁₆ Dollars Value received with
interest at ten per cent. E M Blair
(Note endorsed) Value received well Guaranteed
the payment of the within Note at Maturity Amberg
January 25/59 Samuel Bros. C B Farnwell "

And afterwards at another regular day of said November Term to wit on the fifteenth day of December AD 1860 the following record appears to us to wit:

" Martin Ryerson	}	Appellant
"		
Edwin M. Blair		

On this day comes the Defendant by J. S. Jones his attorney, and by leave of the Court now withdraws his motion for a new trial hereinafter made "

And afterwards to wit on the 18th day of December aforesaid, as yet one of the regular days of said November Term AD 1860, the following record further appears to us to wit:-

" Martin Ryerson	}	Appellant
"		
Edwin M. Blair		

On this day again come the said parties by their respective Counsel and the motion in arrest of judgment coming on to be heard is by the Court overruled, to which ruling the said Defendant then and there assents.

It is considered and adjudged by the Court that the Plaintiff have and receive of the Defendant the sum of Two Hundred and Forty Nine Dollars

his Damages by him in this behalf sustained,
together with his costs and charges by him in and
about this suit expended, and that he have Execution
therefor. And thereupon the said Defendant prays
an appeal, which appeal is allowed on condition
that the Defendant file a Bond in the sum of
Five Hundred Dollars, with Henry E. Badger as
security; and the said Defendant on his motion
has leave to have his Bill of Exceptions signed
within thirty days - "

And afterwards on the 19th day of December
AD 1860 the same being yet one of the regular
days of said November Term, the following
order was taken as appears by the words herein
" Martin Byerson
vs
Edwin M. Blair } *Exempt*

On this day comes the
Plaintiff by Byerson his attorney, and on his
motion the Defendant in this suit is
ruled to file his appeal Bond within sixty
days from the date hereof - "

And afterwards on the Ninth day of
January AD 1861 the said Edwin M. Blair
filed his Plea in said Cause in the words
and figures as follows to wit: -

"Know all Men by these presents that we
Edwin M. Blair as principal and Henry
E. Badger as security of Ramsey Sec County
Illinois are held and firmly bound unto
Martin W. Ryerson in the sum of Five
Hundred Dollars lawful money to be paid
to the said Martin W. Ryerson his Executors
Administrators or assigns for which payment
well and truly to be made with our
ours, and each of our heirs, executors or ad-
ministrators, jointly severally, firmly by
these presents. Sealed with our seals dated
this fifth day of January AD 1861. Whereas

Judgment was rendered in the Circuit Court
of Sec County State of Illinois at the November
Term AD 1860 in favor of the said Martin
Ryerson, against the said Edwin M. Blair
for Two Hundred & forty nine Dollars Damages,
and costs, in which judgment and pro-
ceeding the said Edwin M. Blair complains
that there is error in the proceedings therein
and has appealed from the decision of Court.

And afterwards on the Ninth day of
January AD 1861 the said Edwin McFlair
filed his Bond in said cause in the words
and figures as follows to wit: -

"Know all Men by these presents that we
Edwin McFlair as principal and Henry
E. Badger as security of Dubuque Sec County
Illinois are held and firmly bound unto
Martin W Ryerson in the sum of Five
Hundred Dollars lawful money to be paid
to the said Martin W Ryerson his Executors
Administrators or assigns for which payment
well and truly to be made with our
ours, and each of our heirs, executors or ad-
ministrators, jointly severally, firmly by
these presents. Sealed with our seals dated
this fifth day of January AD 1861. Whereas

Judgment was rendered in the Circuit Court
of Sec County State of Illinois at the November
Term AD 1860 in favor of the said Martin
Ryerson, against the said Edwin McFlair
for Two Hundred & forty nine Dollars Damages,
and costs, in which judgment and pro-
ceeding the said Edwin McFlair complains
that there is error in the proceedings therein
and has appealed from the decision of the

John V. Custace Esquire Judge of the 2^d &
Judicial Circuit in the State of Illinois

Now the Condition of this obligation
is such that if the said Edwin M. Blair
shall pay all such judgment, and all such
costs as shall accrue, and be adjudged
against him upon the trial or dismissal
of such appeal then this obligation to be void
otherwise to remain in full force and effect
Valid and confirmed

in presence of

W. E. Sales

Edwin M. Blair {S.S.}

H. E. Dodge {S.S.}

entered & filed January 9th 1861

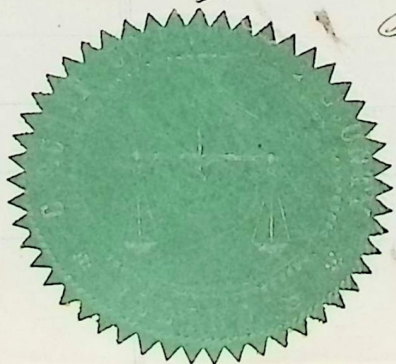
B. F. Shono Clerk
for Joseph Ball D.C.

State of Illinois } ss
Lee County }

Benjamin F. Shono

Clerk of the Circuit Court within & for said County
in the State aforesaid do hereby certify that the
 foregoing is a full, true and complete repro-
duction of the Record in said Court
as appears from the books & files in my office.

In testimony whereof I hereunto
set my hand and the seal of said
Court at Dixon this 12th day of
April A.D. 1861. Benj. F. Shono Clerk
for Joseph Ball D.C.



Plaintiffs Cost in said Cause \$ 7.50
Defendants " " " 3.05
Cost of this Manuscript 6.00

\$ 16.55

303

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Edwin M. Blair appellant
Plaintiff in error

vs

Monte Rogers
Defendant in error

appeal from Dec

Filed April 19 1881
L. Leland
Clerk

Judge, \$ 249, 00

12,452 00

13344
1861

#6 *

Kenneth A. Stevens Atty. Gen.