

No. 12624

Supreme Court of Illinois

Schoonhoven.

vs.

Coleman.

~~82~~ 36.

Nicholas Schoonhoven

vs

Norman S. Coleman

36

12624

1858

United States of America
State of Illinois, Kane County

Plas before the Honorable
Isaac G. Wilson Judge of the Thirtieth
Judicial circuit in the State of
Illinois, and presiding Judge of the
Kane County Circuit Court, at a
term of said court began and held
at the Court house in Genoa in said
County on the Twelfth day of May
in the year of our Lord one thousand
eight hundred and fifty six.

Present - The Hon. Isaac G. Wilson Judge
" Lawrence P. Barker Sheriff

Attest -
Luther Dearbon,
Clerk.

Be it remembered that whereas heretofore
to wit, on the 26th day of December A.D. 1855
a Transcript, Subpoena and affiant Bond
were filed in the office of the Clerk of said
Kane County Circuit Court, which said
Transcript was in the words and figures
following, to wit:—

State of Illinois
Kane County

Justice Court.

Norman S. Coleman
v
Nicholas Schoonhorn

Assumpsit - Dam and \$ 100.00

Costs - 1855 November 24th Summons issued, returnable
Justice Court on the 3^d day of December at 10 clock P.M. 1855
\$1.06

Summons Returned,
personally served by reading to the Defendant
on the 24th day of November 1855.

Fee 30 cts - J. W. Jefft const.

const cost 1855 December 3^d - Suit called, parties
several present on their attorneys. Judgment rendered
against the Defendant on a promissory note
given March 20th 1855 for the sum of seventy
five dollars with int. Thereupon judgment
is rendered for the sum of eighty two Dollars
and sixty eight cents Debt and costs of suit.

Judgment for Debt \$ 82.68

Costs .86

James S. Taylor

Justice of the Peace.

State of Illinois
Kane County I, James S. Taylor a Justice
of the Peace in and for the said county
do certify that the foregoing Transcript is truly

copied from the files and books of my office.
In witness whereof I have hereunto set my hand
this 21st day of December A.D. 1855.

James S. Taylor Esq
Justice of the Peace

And which said summons are in the words
and figures following, to wit:—

State of Illinois }
Kane County }^{ss.} The People of the State of Illinois,
to any constable of said county greeting.

You are hereby commanded to summon
Nicholas Schoonhoven to appear before me
at my office in Elgin on the 3^d day of
December 1855 at 10 o'clock P.M. to answer the
complaint of Norman S. Coleman for a
failure to pay him a certain sum, not exceeding
one hundred dollars, and hereof make due
return as the law directs. —

Given under my hand and seal this
24th day of November A.D. 1855

James S. Taylor Esq
Justice of the Peace

And which summons appears the following
endorsements, to wit:— "Demand 100.00
Costs .56

Personally served by reading to the Defendant
on the 24th day of November 1855— per 30.

J. W. Tiffet const.

and said appeal Bond was in words and figures following, to wit:—

"Know all men by these presents that we Nicholas Schoonhoven and Thomas Schoonhoven of the County of Cook & Kane in the State of Illinois are held and jointly bound unto Norman S. Coleman in the penal sum of Two hundred dollars, lawful money of the United States for the payment of which well and truly to be made we bind ourselves our heirs, executors and administrators jointly, severally and jointly by these presents. — Witness our hands and seals this tenth day of December A.D. 1855.

The condition of the above obligation is such that whereas the said Norman S. Coleman did on the third day of December A.D. 1855 before James S. Taylor a Justice of the Peace for the said County of Kane recover a Judgment against the above bounden Nicholas Schoonhoven for the sum of Eighty two & ⁶⁹/₁₀₀ dollars damages & Eighty six cents costs from which ~~said~~ judgment the said Nicholas Schoonhoven has taken appeal to the circuit court of the County of Kane aforesaid and State of Illinois. Now if the said Nicholas Schoonhoven shall prosecute his appeal with effect, and shall pay whatever judgment may be rendered by the court upon

dismissal or trial of said appeal, then the above obligation to be void otherwise to remain in full force and effect.

Approved by me at my office
this 18th day of December 1855
James S. Taylor
Justice of the Peace

Nicholas^{his} Schoonhoven
mark

J. Schoonhoven

And whereas afterwards, to wit, on the twenty first day of May, A.D. 1856, the same being one of the days of the aforesaid Kane County circuit court, at the May term thereof, the following among other proceedings were then and there had and entered of Record, to wit:—

Norman S. Coleman

v

Nicholas Schoonhoven

} Appeal

This day comes the parties to this suit, by their attorney and waive a Jury and submit this cause to the court for trial, who after hearing the evidence, argument of counsel and being fully advised, finds the issue joined in favor of Plaintiff and awards his damages at the sum of Eighty four dollars and seventy five cents. It is therefore considered by the court that the Plaintiff have and recover from the Defendant the sum of Eighty four dollars and seventy five cents. —

together with his costs in this wholf expended, and
 have execution therefor. So which ruling of the
 court the Defendant excepts and prays an appeal
 to ^{the} Supreme court which is allowed on condition
 that the defendant file Bond in penal sum of
 One hundred dollars with Thomas Schoonhoven
 as security. - Bond to be filed in thirty days.

and whereas afterwards to wit, on the
 11th day of June A.D. 1856, an appeal bond was
 filed in the office of the clerk of said court, which
 is in ^{the} words and figures following, to wit: -

Know all men by these presents that we Nicholas
 Schoonhoven and Thomas Schoonhoven are
 held and firmly bound unto Norman S.
 Coleman in the sum of One hundred dollars
 for the which payment well and truly to be
 made we bind ourselves, our heirs, executors
 and administrators jointly severally and
 firmly by these presents.

Witness our hands and seals this sixth day of June
 A.D. 1856. — The condition of the above
 obligation is such that whereas the said Norman
 S. Coleman did at the May Term A.D. 1856 of
 the Kanawha County Circuit Court, State of Illinois,
 in said court receive a judgment against the
 above bounden Nicholas Schoonhoven for the
 sum of eighty four & 7/100 dollars besides costs of

suit, from which judgment the said Nicholas Schoonhoven has taken an appeal to the Supreme Court of the State of Illinois — Now if the said Nicholas Schoonhoven shall duly prosecute his said appeal, and shall well and truly pay the judgment, costs, interest and damages in case the said judgment shall be affirmed, then the above obligation to be void, otherwise to remain in full force and effect.

Nicholas ^{his} Schoonhoven
J. Schoonhoven

And whereas afterwards, to wit: on the 14th day of November A.D. 1856 a Bill of Exceptions was filed in the office of the clerk of said court which was in the words and figures following, to wit:—

State of Illinois
Kane County ^{J.S.S.} Kane County Circuit Court
May Term A.D. 1856

Norman S. Coleman

v

Nicholas Schoonhoven
appellant

Assumpsit.

Appeal from Justice court

J. D. Taylor Justice.

May 21st ^{A.D.} 1856.

Be it remembered that at the May Term A.D. 1856 of the Kane County Circuit Court the above entitled cause came on for trial and

the parties hereto waived a jury, and submitted the same to the court for trial - that the plaintiff to sustain the issues on his part produced and offered in evidence the promissory note hereto attached marked (A) to the admission of which the defendant by his attorney then objected for the reason as he alleged that the note was not the note of the defendant and did not even purport to be his note. - Which objection the court then overruled and admitted the said note to be read as evidence in the said cause - to which decision of said court overruling said objection, and admitting as evidence said note the said defendant by his attorney then and there excepted - And to it further remembered that the plaintiff produced and offered no other or further proof than the said note to support the issues on his part on the trial of said cause.

And there being no other testimony in the cause and the plaintiff having rested his case the defendant then and there moved the court to render judgment against said plaintiff for costs of suit, for the reason that he had failed to sustain the issues on his part - Which motion the said court then overruled and rendered judgment against said defendant for the amount of said note.

To which decision of said court overruling
the defendants motion last aforesaid and
rendering judgment against said defendant
for the amount of said note the said defendant
then and there excepted, and now prays that
this his bill of exceptions may be signed and
ruled by the court - *venue protum* - which
is done. — Isaac G. Wilson *Clk*

The following is a copy attached of the note
attached to the foregoing Bill of Exceptions —
(A) By the first day of October next for value
received I promise to pay Coleman & Root or
order Seventy five Dollars with interest
March 20th 1854 \$75.
Christian Mack — Nicholas ^{his} Seovone
mark

Upon which note appears the following
endorsements, to wit:—

Pay to Charles D. Coleman or order without recourse
April 25th 1854 Coleman & Root

Pay to Norman I Coleman or order June 20th 1854
Charles D. Coleman
1855 December

Judgment rendered on the within note.

James S. Taylor

State of Illinois
Kane County

I Paul R. Wright Clerk
of the Kane County Circuit
Court in the State of Illinois do hereby
certify that the foregoing is a full, perfect
and complete copy of the proceedings in
the case of Norman S. Coleman vs Nicholas
Schonhoveu as appears from the records of
said court. And also of the original Bill
of exceptions, appeal bond and note, and
of the transcript, summons and appeal
Bond from the Justice Court in said cause
as appears from the files of said court.

In Witness whereof I have hereunto set my
hand and affixed the seal of said court
at Geneva this 11th day of March A.D. 1857

P. R. Wright
Clerk

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Kau Co. Circuit Court

Norman S. Coleman

vs

Nicholas Schoonhoven

Transcript

Filed March 21. 1887

L. Leland
Clerk

State of Illinois

Supreme Court

April Term A.D. 1857

Nicholas Schoonhoven

vs

Norman S. Coleman

} appeal from Kane

And now comes the said appellant by S. Milcox his attorney and says that the proceedings in and judgment of the court below in this cause are erroneous in the following particulars - to wit -

1st - The court erred in overruling the appellants objection to the admission of the note in evidence and in admitting the same as evidence

2^d - The judgment of the court below is without evidence to sustain it -

For which errors and reasons the said appellant prays that the judgment in this cause in the court below may be reversed set aside and made void -

April 21st 1857 -

S. Milcox
Atty for appellant

Nicholas Schoonhoven
vs
Samuel S. Coleman

Filed April 21. 1887
L. Leland
Clk

SUPREME COURT, APRIL TERM, A. D. 1857.

STATE OF ILLINOIS—

NICHOLAS SCHOONHOVEN,
vs.
NORMAN S. COLEMAN, } Appeal from Kane.

ABSTRACT.

3 Suit brought by Appellee vs. Appellant, Nov. 24th, 1855, in Justice of the Peace
2 Court. Action of Assumpsit on the Note hereinafter mentioned. Plea, Non Assumpsit
Case tried in Justice's Court, Dec. 3d, 1855. The same evidence was offered, and ob-
jections made, as in the Circuit Court. Judgment for Appellee vs. Appellant, and Ap-
4 peal, to the Kane County Circuit Court, taken. Cause tried at May Term, A. D. 1856,
of the Kane County Circuit Court, before Hon. I. G. Wilson, Judge, without a jury.
5 The Appellee on the trial offered in evidence a Note, of which the following is a copy:
7 "By the first day of October next, for value received, I promise to pay Coleman
8 Root, or order, seventy-five dollars, with interest.
March 20th, 1854. \$75.

CHRISTIAN MOCH

his
NICHOLAS SCHOONHOVEN
mark

Endorsed,

Pay to Charles D Coleman, or order; without recourse.

April 25th, 1854.

Pay to Norman S. Coleman, or order, June 20th 1854.

CHARLES D. COLEMAN."

7 To the introduction of which Note in evidence, the Appellant objected, because it
8 was not and did not purport to be a Note against the Appellant, and was irrelevant
to the issue. Which objection was overruled by the Court, and the Note admitted in
evidence, without further or other proof; to which decision of the Court the Appel-
9 lant excepted.

8 The Appellee without other or further testimony to sustain the issue on his part,
rested his case; Appellant did the same. Thereupon the Court with no other evidence
than the Note itself, rendered judgment in favor of Appellee, against Appellant, for
the amount of said Note.

9 The Appellant prayed an appeal, and brings the cause here, and assigns for error
the decision of said Court, overruling said motion and admitting said Note in evidence
and rendering judgment against Appellant.

S. WILCOX,
Att'y for Appellant.

GIVEN IN WITNESS

WITNESSES

Abstract Sup. Court. April Term 1857

Nicholas Schoonhoven
as
Norman S Coleman

Filed April 21. 1857
L. Leland
Clerk

STATE OF ILLINOIS—
CLERK OF THE COURT, JAMES W. HARRIS, JR.
JANUARY 1, 1901.

[illegible]

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,
TO THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF *Laure* 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 *Kane* County, before the Judge thereof, between *Norman S. Coleman*

plaintiff, and *Nicholas Schoonhover*

defendant it is said manifest error hath intervened, to the injury of the aforesaid

Defendant as we are informed by *his* complaint, and we being willing that error should be corrected if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly 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 *first Tuesday after the third Monday in April* 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. WALTER B. SCATES, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *21st* day of *March* in the Year of Our Lord One Thousand Eight Hundred and Fifty-Seven

L. Leland
Clerk of the Supreme Court.
By J. B. Rice Deputy

Nicholas Schoonhoven

vs

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Norman S. Coleman

Writ of Error

SUPREME COURT, APRIL TERM, A. D. 1857.
STATE OF ILLINOIS—

NICHOLAS SCHOONHOVEN,

VS.

NORMAN S. COLEMAN,

} Appeal from Kane.

ABSTRACT.

3 Suit brought by Appellee vs. Appellant, Nov. 24th, 1855, in Justice of the Peace,
2 Court. Action of Assumpsit on the Note hereinafter mentioned. Plea, Non Assumpsit
Case tried in Justice's Court, Dec. 3d, 1855. The same evidence was offered, and ob-
jections made, as in the Circuit Court. Judgment for Appellee vs. Appellant, and Ap-
4 peal, to the Kane County Circuit Court, taken. Cause tried at May Term, A. D. 1856,
5 of the Kane County Circuit Court, before Hon. I. G. Wilson, Judge, without a jury.
The Appellee on the trial offered in evidence a Note, of which the following is a copy:
7 "By the first day of October next, for value received, I promise to pay Coleman &
8 Root, or order, seventy-five dollars, with interest.
March 20th, 1854. \$75.

CHRISTIAN MOCH.

his
NICHOLAS X SCHOONHOVEN.
mark

Endorsed,

7 Pay to Charles D Coleman, or order; without recourse.
April 25th, 1854.

COLEMAN & ROOT.

Pay to Norman S. Coleman, or order, June 20th 1854.

CHARLES D. COLEMAN."

788 To the introduction of which Note in evidence, the Appellant objected, because it
was not and did not purport to be a Note against the Appellant, and was irrelevant
to the issue. Which objection was overruled by the Court, and the Note admitted in
evidence, without further or other proof; to which decision of the Court the Appel-
lant excepted.

8 The Appellee without other or further testimony to sustain the issue on his part,
rested his case; Appellant did the same. Thereupon the Court with no other evidence
than the Note itself, rendered judgment in favor of Appellee, against Appellant, for
the amount of said Note.

9 The Appellant prayed an appeal, and brings the cause here, and assigns for error
the decision of said Court, overruling said motion and admitting said Note in evidence
and rendering judgment against Appellant.

S. WILCOX,
Att'y for Appellant.

Abstract
Nicholas Schoonhoven
as
Norman Coleman

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VOLUME 10, NO. 1, 1911

STYLING OF THE FUTURE

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Иосифа П. Комлева

ADAMS & CO.

By the circuit of October next, for value received, I promise to pay A. Coleman the sum of one hundred dollars with interest.

The Attorney on the trial offered in evidence a *Note of Acknowledgment* subscribed by the Kaine County Circuit Court, before Hon. J. C. Wilson, Judge, without stamp, to the Kaine County Circuit Court, taken at New York at New York, V. L. 1852, judgment for Appleton, ex Appleton, and Appleton, tried in Quarter Court, Dec 3d, 1852. The same evidence was offered and admitted by Appleton at Appleton's Dec. 3d, 1852, in Justice of the Peace.

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The *Alphaviruses* are the only ones in the *Togaviridae* group of viruses that are not transmitted by blood.

of the Kure (1944) aircraft carrier. In the 1950s, the ship was used as a floating laboratory for the study of the effects of nuclear war on the environment. The ship was also used as a floating classroom for the study of the effects of nuclear war on the environment.

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation

Don't ask me to do it.

[illegible]

How You Can

1870

THE UNIVERSITY OF CHICAGO

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STATE OF ILLINOIS

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VIRGINIA HISTORICAL SOCIETY
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Let to William E. Coleman, or assign, June 20th 1927.
 \$4000.00 Cash
 To Wm. E. Coleman, or assign, or order, without recourse
 \$3,000.00
 Balance

COLMAN & BOON

D. COLMAN & N.

11

Microbial by products

● *—*

State of Illinois

Supreme Court. April Term A.D. 1853

Nicholas Schoonhoven

vs

Roman S. Coleman

} appeal from Kane County

The appellant by S. Milcox his attorney, makes the following points to wit -
1st That the Court below erred in overruling the appellants objection to the admission of the note offered by appellee in evidence

2^d That the Court below erred in admitting the note in evidence

3^d That though the pleadings in this case as in all cases originating in a Justice of the Peace Court are oral - yet they are of course the same as they ought ~~properly~~ to be if the case were in the Circuit Court, and that as the note declared on is against Schoonhoven to sustain the issue on the part of the appellee the note ~~offered~~ ^{offered} ought to be against Schoonhoven and as it was not but was against Schoonhoven the Court erred in allowing the note against Schoonhoven to be received as testimony -

4th That as there was no evidence in the case tending to prove even that Schoonhoven was indebted upon an express or implied contract or promise to Coleman - the Court erred in rendering judgment against Schoonhoven -

5th That the judgment of the Court is without any evidence to support it and ought by law to have been for the appellant

S. Milcox
Atty for appellant.

88 36

Nicholas Schoonhoven

as

Norman S Coleman

Prints made by the
appellant

Filed April 28th 1857.

G B Belant

Clerk