

12047

No. _____

Supreme Court of Illinois

Townsend

vs.

Hubbard

71641  7

State of Illinois }
Randall County }

Plas before the Honorable Theoph-
ilus L Dickey Judge of the ninth
Judicial Circuit of the State of Illinois and
Presiding Judge of the Circuit Court of Randall
County in said State at a Circuit Court begun
and held in and for said County at the Court
House in Oswego in said County on the twentieth
day of May in the year of Our Lord one
thousand eight hundred and fifty

Present the Honorable Theophilus L Dickey Judge aforesaid
Burton C Cook State Attorney
William L Fowler Sheriff
attest John M Brothers clerk

Gundon S Hubbard }
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Isaac Townsend }

Gundon S Hubbard complains
of Isaac Townsend in a plea of Debt ~~For~~ that
whereas the said Gundon S Hubbard by the consideration
of the Supreme Court of the State of New York at Roch-
ester on the 30th day of November in the year of our
Lord one thousand eight hundred and forty two at the
October Term of said Court to wit in the County aforesaid
Received a Judgment against the said Isaac Townsend
for the sum of \$603⁰⁰/₁₀₀ for his Damages and Costs of Suit
as by the Record thereof now remaining in the said Court
appears The said Court then & there having Jurisdiction
of the person of the said defendant, and which said
Judgment is in full force and not annulled reversed or
satisfied. And the said Gundon S Hubbard avers that
though often requested the said Isaac Townsend hath never
paid the said Judgment or any part thereof.

And also for that whereas the said Gundon S Hubbard
by consideration of the Supreme Court ~~at Rochester~~ of the
State of New York at Rochester at the October term of said
Court in the year 1842 also recovered an other Judgment
against the said Isaac Townsend for the sum of five hundred
and thirty seven dollars and seventy one cents damages
and the further sum of Sixty four dollars and thirty five
cents for his Costs in that behalf expended amounting in
the whole to the sum of \$602⁰⁰/₁₀₀ Damages and Costs of
Suit, as by the Record thereof now remaining in said Court
appears and which Judgment is in full force and not
reversed annulled or satisfied and the said Gundon S
Hubbard avers that though often requested the said Isaac Town-
-end hath never paid the said Judgment nor any part there-
-of to the Damage of the said Gundon S Hubbard

of one thousand Dollars and therefor he brings his
suit &c. by Morris & Brown his attorneys

and afterward to wit on the twenty second day of May
AD 1850 a plea was filed in the words and figures
following to wit

Isaac Townsend
ad
Gordon & Hubbard } In Kendall Circuit Court
Debts.

And the said Defendant by J W Randall his attorney
by leave of court for this purpose first had and obtained
concessions and defends the wrong &c and for plea saith
actis now because he says that the said Judgment
in the said plaintiffs declaration mentioned in the
said first and second counts mentioned are one and
the same and the said Defendant in fact says that
from the time of the commencement of the said suit in
the Supreme Court of the said State of New York until
after the rendition of the Judgment therein he the said
Defendant resided in the state of Illinois and during
all that time was not within the limits of the state
of New York and that he never appeared in person
in said suit nor authorized any one to appear for him
and this he the said Defendant is ready to verify and
wherefore he prays Judgment &c

J W Randall

Deft's attorney

And afterward to wit on the 22nd day of May 1850
a demurrer was filed in the words and figures
following to wit

Gundon S Hubbard }
vs } Kendall Circuit Court May
Isaac Townsend & } June 1850

And the said plaintiff as to the
said defendants first plea as amended says that the
matter and things therein contained in manner and form
as the same are pleaded and set forth are not suffi-
cient in law to bar the said plaintiff from main-
taining his aforesaid action thereof against the said depen-
dant wherefore he prays Judgment &c
Plat. for plff.

Gundon S Hubbard }
vs } Debt
Isaac Townsend & }

This day again come the
parties herein by their attorneys and argue the demurrer
to Defendants plea which is sustained by the Court,
and Defendant says he will abide by his plea wherefore
it is considered that for want of a good and sufficient
plea herein the plaintiff recover of Defendant the sum of
six hundred and two dollars and six cents his debt as well
as two hundred & sixty nine Dollars & ninety two cents dam-
ages which together make the sum of eight hundred & seventy
one Dollars and ninety eight cents as well as his costs in
this behalf expended and that he have execution for
the same

State of Illinois } S.S.
Kendall County }

I John M. Crothers Clerk
of the Circuit Court in
for said County do hereby certify the foregoing
to be a true correct & perfect copy of the
amended Declaration, of Def'ts first amended
Plea, the Surrender of Plaintiff to said first
amended plea, & transcript from the Record
of said Court thereon -

In testimony whereof I have
hereunto set my hand and affixed
the seal of said Court at Chicago
this 18th day of June A.D. 1850
John M. Crothers Clerk
per L. G. Barr Deputy

Isaac Townsma }

Gordon S. Hubbard }

Errors to Kendall Co.

Let. The said Isaac Townsma
comes and assigns for error to his judgment in the
~~foregoing~~ ^{amended} Record as follows to wit
First ~~That~~ the Court, ⁱⁿ ^{ent} ^{whom} ^{by} ^{prossaid} ^{judgment}
to Def'ts plea, in Court below, ^{may} ^{reversed} &c.
Plffs Atty in Error

And the said Hubbard comes & says that there
is no ~~such~~ in the Record aforesaid as alleged
in the said assignment of the said Isaac Townsma
in manner & form aforesaid wherefor the said
Hubbard prays said Judgment may be affirmed
with damages & costs &c. by Morris his atty.

G. A. Hubbard

Pras & Townsend,

Record, a pgt. of snow &
 find in

Filed June 29, 1850.
 Adland Ch.

Per \$1.50

3 Gilman 200

Isaac Townsend
Plff in Error
- opt below



Writ of Error

Gerrard A. Hubbard
opt in error
plff below



Give writ of Error to the Clerk
of the Circuit Court of Kendall County

\$5. pd. Ckr. on this

Wm Randal
Plffs atty

Townsend vs Hubbard

Principle

Filed June 19, 1850.
S. Leland Clerk.

State of Illinois, set.

WRIT OF ERROR—FREE TRADER PRINT.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County of *Kendall* — 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 *Kendall* — county, before the Judge thereof, between —

Guendon S. Hubbard —

— plaintiff — and *Isaac Townsend* —

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, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you 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 *second Monday of June* — next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

WITNESS, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Ottawa, this *19th* — day of *June* — in the year of our Lord one thousand eight hundred and fifty .

C. Heland Clerk of the Supreme Court.

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Isaac Townsend
vs
Gordon S. Hubbard
Writ of Error

Filed June 19. 1850.
Melan Ckr.

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Isaac Townsend
vs
Gordon S. Hubbard

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1850