


No. 14202

Supreme Court of Illinois

Enloe

vs.

Blanchard et al.

71641  7

No 59 - 1855

S. A. Blanchard

Appellant

vs

Mary Eulos.

Appellee

Dismissed with 5 per cent

Damages - \$57.73 - five & pes-

bill issued against Blanchard,

Dec. 1. 1855, to Shipp. of Brn. for

Damages of \$57.73 & Costs \$14.25 -

See Execution Docket -

17202

Mary Endoe

vs

Kingstony

Samuel A. Blanchard
Jervis Greathouse et al

Sent to the undersigned at Greenville
Ills a copy of the order dismissing the appeal and
also an execution for the damages awarded to the
the Sheriff of Bond County.

J. N. Kingstony

Greenville

Ills

Wells November
1895

Wells 11

State of Illinois }
Bona County } ss

Be It Remembered that on the Eighteenth day of July A.D. 1855, Mary Enloe by Kingsbury her attorney filed in the office of the Clerk of the Circuit Court of the County and State aforesaid a precept for Summons in assumpsit in case of Mary Enloe against Samuel A Blanchard Lois Grealhouse Francis G Morse Stephen Morse and Kendall P Morse in words and figures as follows
To wit:

"State of Illinois } of the September Term of the
County of Bona } Bona County Circuit Court A.D. 1855

Mary Enloe
vs

Samuel A Blanchard }
Lois Grealhouse } Trespass on the
Francis G Morse } case on promises
Stephen Morse & } Damages \$1500.00
Kendall P Morse }

The clerk of the Bona Circuit Court will please issue Summons directed to the Sheriff of Bona County & returnable to September Term A.D. 1855 of said Court

A. N. Kingsbury
Atty for Plaintiff

And afterwards To wit: on the 18th day of July A.D. 1855 Summons in the above entitled cause was issued out of the Clerks office of said court in the words and figures as follows To wit:

State of Illinois } The People of the State of Illinois
Bona County } To the Sheriff of the said County

We command you, that you Summon Samuel A Blanchard Lois Grealhouse Francis G Morse Stephen Morse and Kendall P Morse to be and

appear before the Circuit Court of Said County, on the first day of the next Term, to be holden at the Court House in the Town of Greenville on the third Monday in the month of September next to answer Mary Conroe in a plea of trespass on the case on promises to the damage of Said Mary Conroe the Sum of Fifteen hundred dollars as ~~she~~ ^{she} says And have you then there this writ

Witness the Clerk of the Said Court and the Seal thereof at Greenville this 18th day of July in the year of our Lord one thousand eight hundred and fifty five
Alex Kelsoe, Clerk

On the back of said writ of Summons the Sheriff of Said County made the following endorsement viz. "Served the within writ by reading to the within named Samuel A Blanchard Stephen Morse Francis G Morse & Henial P Morse this 20th day of July 1855 Serving \$2.00 Milage 25^c returning writ 10^c - Served this writ upon Lewis Greathouse this 17th day of Sept. 1855
W Plant Sheriff

Serving \$ 2.00

Milage 25^c

Return writ 10^c

2,35

Serving Greathouse 50

Milage 50

\$ 3,35

And afterwards to wit on the twenty third day of July A^d 1855 the Said Mary Conroe by A^d Kingsbury her attorney caused to be filed in the Clerks Office of the Bond County Circuit Court

aforesaid her declaration in assumpsit in said
Cause in words and figure as follows To wit

"State of Illinois } of the September Term 1855
County of Bond } of the Bond County Circuit Court

Mary Enloe Plaintiff in this Suit
by A. M. Kingsbury her attorney Complaind of Samuel
A. Blanchard Trevis Greathouse and Stephen Morse
Francis G. Morse & Hernal S. Morse in Custody &
of a plea of trespass on the case on promises.

For that whereas the said Defendants three of whom
to wit. Stephen Morse Francis G. Morse & Hernal
S. Morse compose the firm of and do business
under the name style and firm of Morse & Bros.,
and who sign their names Morse & Bros. on the
fifteenth day of May in the year of our Lord one
thousand eight hundred and fifty four to wit:
at the County and State 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 the said Plaintiff,
(through mistake) by the name of Mary Balch the said
Plaintiff's real name being Mary Enloe by which said
note the said defendants then and there promised
to pay to said Plaintiff by the name of Mary Balch
or order one year after the date of the said promissory
note nine hundred and thirteen dollars at the rate
of ten per cent interest per annum from date for
value received being for money loaned. By reason
whereof and by force of the Statute in such case made
and provided, the said defendants then and there
became liable to pay to the said Plaintiff the sum
of money in said note specified according to the tenor
and effect of said note and being so liable they the said

defendants in consideration thereof afterwards to wit
on the same day and year aforesaid and at the
County and State aforesaid undertook and then and
there faithfully promised the said Plaintiff well and
truly to pay unto said Plaintiff the said sum of
money in the said note specified according to the
tenor and effect of said note And whereas
also the said defendants afterwards to wit on the
day and year last aforesaid at the County and
State aforesaid was indebted to the said Plaintiff
in the further sum of nine hundred and
thirteen dollars of like lawful money for so much
money by the said Plaintiff before that time lent
and advanced to the said defendant at their
Special instance and request and being so lawfully
indebted they the said defendants in consideration
thereof afterwards to wit on the day and year last
aforesaid at the County and State aforesaid undertook
and then and there faithfully promised the said
Plaintiff to pay her the said last mentioned sum
of money when they the said defendants should
be thereunto afterwards requested And whereas
also the said defendants afterwards to wit on the
day and year last aforesaid at the County and
State aforesaid was indebted to the Plaintiff in the
further sum of nine hundred and thirteen dollars
of like lawful money for so much money by the
said Plaintiff before that time paid, laid out
and expended to and for the use of the said defendants
at their like Special instance and request, and
being so indebted they the said defendants afterwards
to wit on the day and year aforesaid at the County

and State aforesaid undertook and then and there faithfully promised the said Plaintiff to pay her the said last mentioned sum of money when they the said defendants should be thereunto afterwards requested.

Nevertheless the said defendants although often requested to wit, on the day and year when the said note became due and payable according to the tenor and effect thereof and often times since to wit, at the place aforesaid have not paid the said several sums of money above mentioned or any or either of them or any part thereof to the said Plaintiff but to pay the same or any part thereof to the said Plaintiff the said defendants have hitherto wholly neglected and refused and still do neglect and refuse to the damage of said Plaintiff of fifteen hundred dollars and therefore the Plaintiffs bring Suit

A N Kingsbury
Atty for Plaintiff

Copy of note sued on

\$900⁰⁰ One year after date for value received we or either of us promise to Mess^{rs} Mary Batch or order the sum of nine hundred and thirteen dollars with ten per cent interest from date it being for loaned money and for value received.
Greenville Illinois May 15th 1854

S A Blanchard
Jervis Greenhouse

N^o up

Morse & Bros. - Security

S A Blanchard Jervis Greenhouse & Morse & Bros. to
Mary Enloe Dr To Money lent and advanced \$913.00
To Money paid to and for them & for their use \$913.00
To Money due on acct stated & money had & received \$913.00

And afterwards to wit on the Nineteenth day of September A.D. 1855 at a regular term of the circuit court begun and held at the court house in the Town of Greenville in and for said County of Bond on Monday the Seventeenth day of September A.D. 1855 Charles Emerson Presiding and holding said court as judge of the Seventeenth Judicial Circuit of the State of Illinois the said Defendants by S.P. Moore their attorney filed their plea in the clerks office aforesaid in words and figures as follows To wit:

State of Illinois } In the September Term 1855 of the
Bond County } Bond County Circuit Court

Mary Enloe

vs

Samuel A Blanchard

Levis Greathouse

Stephen Morse Francis

G. Morse & Renaul P. Morse

Assumpsit

And the said Defendants by Moore their attorney come and defend the wrong & injury when & and say that they did not undertake and promise in manner and form as the Plaintiff hath above thereof complained against him and of this he puts himself upon the Country and the Plaintiff doth the like S.P. Moore

Atty for Deft

And afterwards To wit on the 19th day of September A.D. 1855 at the same term of said court the same Judge Presiding and holding said court the following proceedings and judgment were had and entered upon the records of said court in said case in

words and figures as follows To wit:

Mary Enloe	}	Trespass on the case on promises
vs		
Samuel A Blanchard		
Jewis Greathouse		
Stephen Morse Francis G Morse & Henaal P Morse		

And now come the said Plaintiff by Kingsbury her attorney and also come the said Defendants by Moore their attorney and by consent of parties trial by jury is waived and cause submitted to the court and after hearing the evidence the court finds for the Plaintiff and assesses her damages at one thousand and thirty four dollars and Seventy three cents being the amount of principal and interest due on a promissory note It is therefore considered by the court that the said Plaintiff recover from the Defendants Samuel A Blanchard Stephen Morse Francis G Morse and Henaal P Morse the said sum of one thousand and thirty four dollars and Seventy three cents damages aforesaid together with her costs of suit in this behalf made and expensed and that she have execution for the same in due form

Thereupon the said Samuel A Blanchard one of the above named defendants prays an appeal to the Supreme Court of the State of Illinois which is granted upon conditions that the said Samuel A Blanchard files in the office of the Clerk of this Court his appeal bond with Charles Hoiles and Elisha H Blanchard Secant's

thereon in the Sum of two thousand and Seventy dollars by the Second Monday of October next.

The note referred to in the above record of the judgment and proceedings of said court was placed on file in the Clerks office aforesaid upon the trial of said cause and is in words and figures as follows To wit

"\$900 ⁰⁰ One year after date for value received we on either of us promise to Mrs Mary Balch or order the Sum of nine hundred and thirtten dollars with ten per cent interest from date it being for loaned money and for value received Greenville Illinois May 15th 1854

S A Blanchard

Devis Greathouse

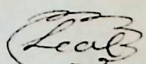
Morse & Bros, Security²

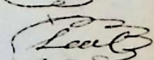
And afterwards to wit on the Sixth day of October A D 1855 the said Defendant Samuel A Blanchard caused to be filed in the office of the clerk of the circuit court aforesaid his appeal bond with Elisha H Blanchard and Charles Hoiles Securities therein in said cause which appeal bond is in words and figures as follows To wit

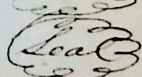
"Know all men by these presents that we Saml A Blanchard Elisha H Blanchard & Charles Hoiles are held & firmly bound unto Mary Entoe in the penal Sum of two thousand and Seventy dollars lawful money of the United States for the payment of which well & truly to be made we bind ourselves our heirs executors and administrators jointly & severally firmly by these

presents Witness our hands & seals this twenty
Second day of September A D 1855

The condition of the above obligation is such
that whereas the said Mary Enloe did on the 19th
day of September A D 1855 in the circuit court
of the County of Bond in the State of Illinois
recover a judgment against the above defendants
Samuel A Blanchard & others for the Sum of One
thousand and thirty four dollars and Seventy three
cents from which judgment the said Samuel A.
Blanchard had taken an appeal to the Supreme
Court of the State of Illinois Now if the said
Samuel A Blanchard shall well & truly prosecute
said appeal and pay the judgment costs interest
and charges in case the judgment shall be affirmed
on the appeal dismissed then the above obligation
to be void otherwise to remain of full force and
effect

S A Blanchard 

E A Blanchard 

C Hoiles 

State of Illinois }
Bond County } I Alex Kelsoe Clerk of the Circuit
Court of said County do hereby certify that the foregoing
pages contain a full transcript of the Record and
proceedings in the therein entitled cause to wit
Mary Enloe against Samuel A. Blanchard
Levis Greathouse Stephen Morse Francis G Morse
and Renald P Morse, and that said transcript
is truly copied from the files and books of my office

In Testimony whereof I have hereunto
Subscribed my name and affixed the seal
of said court at Greenville this the thirteenth
day of November A D 1855 Alex Kelsoe Clerk

Mary Carlow vs Samuel A Blanchard
 Devis Greathouse
 Stephen Morse Francis
 G. Morse & Rev. A. P. Morse

In Bond County Circuit Court September Term AD 1855
 In arrearage

Plaintiffs cost Clerks fees as follows viz

Filing pro 5	Filing decl 5	10
Issuing & filing Summs 40	Lock Suit 10	50
Cost apr of Plffs atty 10	Filing notes 5	15
Cost up judgment 25	Making up Bill of costs 30	55
Cost adv for execution 20	Assessing damages referring 10, 11 0	
Making transcript		<u>1.70</u>
Making transcript 25 00 to Super court		2.50
Making certificate & seal thereon		25
Making copy of Bill of costs		20
Making certificate & seal thereon		25
		<u>\$4.90</u>
Shuff's fee on Summons.		3.35
		<u>8.25</u>

Defendants cost Clerks fees as follows

Filing plea 15	Filing bond 5	10
Cost apr of deft & atty		10
Taking bond to Super court		50
Making up Bill of costs on their s		30
Cost satisfaction of judgment		15
		<u>110</u>

State of Illinois }
Bond County }
}

I Alex Nelson clerk of the circuit
Court of said County do hereby certify that the foregoing
Statement is a true Bill of the costs in the foregoing
entitled case, "Mary Entol against Samuel A
~~Blanchard Lewis Heathouse Stephen Morse~~
Francis S. Morse and Hiram P. Morse" that the
same is unpaid and that it is in substance copied
from the Fee Book in my office

In Testimony whereof I have hereto
Subscribed my name and affixed the
Seal of said Court at Greenville this
the _____ day of _____
A D 1855 Alex Nelson Clerk

59
Mary Enloe
vs.

Samuel A Blanchard
Levis Grotthouse
Stephen Morse
Francis G Morse
General P Morse

Transcript of Record
& proceedings

Reviewed & Certified
to Circuit Court of
Franklin County Illinois.
November 1855.

Filed 17. Nov. 1855

A. Schmitt Clerk

By appearance

Received \$5.00

Discharged 17
Nov. 1855.

14202
Fees \$3.20