

No. 13370

Supreme Court of Illinois

Adams

vs.

Gage

STATE OF ILLINOIS,
SUPREME COURT.
Third Grand Division.

1861
No. 65.

Adams

75

Gilg

13370

Printed by Jameson & Morse, 14 La Salle Street, Chicago.

CIRCUIT COURT

OF

COOK COUNTY.

MAY TERM, 1859.

HUGH ADAMS

vs.

GEORGE W. GAGE AND

ASA VAIL.

} *Assumpsit.*

Record

P. 1

Placita and Præcipe.

2

Summons.

3

Commencement of narr, 1st count, entitled,

"Cook County, ss.

In the Circuit Court of Cook County, of the April term, 1859."

The averment that "George W. Gage and Asa Vail (the two defendants) made *their* promissory note, and then and there delivered said note, &c.," by which said note the said *George W. Gage*, by the name of George W. Gage and Asa Vail, promised, &c.

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Second count.

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Continuation of second count, and copy of note sued upon, which said note is as follows:

"\$4200.00

CHICAGO, March 2d, 1857.

Two years after date we promise to pay to the order of Enos Ayres, of Chicago, Illinois, at four thousand two hundred dollars, value received. This note is secured by mortgage of even date herewith.

(Signed)

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ASA VAIL."

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April 3, 1858.

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- 16 Appeal bond.
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65 274

Adams vs Gage

Abstract

Filed Apr 19. 1860

L. L. Loomis
Clerk

Printed by Jameson & Morse, 14 La Salle Street, Chicago.

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Gage vs Adams

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L. Deland

Clerk

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65 274

Gage vs Adams

Abolition

Filed April 19. 1860

L. L. Loomis

Clerk

Printed by Jameson & Morse, 14 La Salle Street, Chicago.

CIRCUIT COURT

OF

COOK COUNTY.

MAY TERM, 1859.

HUGH ADAMS

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GEORGE W. GAGE AND

ASA VAIL.

Assumpsit.

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274

Gage v. Adams

Abstract

Filed Apr 19, 1860
V. Adams
Clerk

Printed by Jameson & Morse, 14 La Salle Street, Chicago.

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COOK COUNTY.

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65 *274*

Gage vs Adams

Abstract

Filed Apr 19. 1860
A. Record
Clark

Printed by Jameson & Morse, 14 La Salle Street, Chicago.

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274

Gage vs Adams

Abstract

Filed Apr 17, 1860
H. Belmont
Clerk.

Printed by Jameson & Morse, 14 La Salle Street, Chicago.

CIRCUIT COURT

OF

COOK COUNTY.

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274 65

Gage to Adams

Abstract

Filed Apr 19, 1860

L. Leland
Clerk

State of Illinois Supreme Court
Third Grand Division
Apine Term -

Geo W. Gage }
vs } Appeal from Cook
Hugh Adams }

On motion to set aside continuance

The Appellant would make the following suggestions

1

The Affidavit of Charles E. Hass shows that he as agent of Appeller retained Wm McCallister in March 1860 to attend this cause, that he did not attend Court but that his law partner Judge Scates did. That said Scates wholly ~~on~~ neglected the cause until the 24th day of Apine May long after it was disposed of on the regular call under the rules -

And this is most certainly a case of gross negligence

on the part of counsel for Appellee & from ^{the consequences of} which they now ask this Court to relieve them, and we think the practice is that the Court will not sit aside its orders unless a case of ~~due~~ diligence on the part of the party asking it is fully made out

II

The suggestions of Counsel that this case has no merits on the part of Appellee is simply a begging of the question, it is asking this Court to determine the merits of the case itself on a motion to set aside an order which we think the Court will not do.

III

The continuance granted in this case was according to the ~~usual~~ practice of this Court in like cases.

over

Geo Campbell
for Eliot Anthony
Counsel for App

65-

George H. Hays

274

Hugh Adams

negotiations
for app

State of Illinois
Cook County, ss.

Charles E Haas Agent for
Hough Adams defendant in the appeal from
the Circuit Court of Cook County of George
W Page vs Hough Adams now pending
in the Supreme Court of the State of Illinois
makes oath and says that as agent as aforesaid
in the month of March A.D. 1860 he applied to
W. K McAlister Esq of the Law firm of Scates McAl-
ister & Sewall in the City of Chicago requesting him to
appear as counsel for the defendant Adams in the
above entitled appeal in the Supreme Court. Mr McAl-
ister informed this affiant that both he and Prop Scates
would be in attendance during the sitting of the Sup-
Court, and this affiant supposed that Mr McAlister
was attending the Supreme Court, until he accidentally
learned that that Mr McAlister had not gone
to down to the Court, and that he had omitted
to advise the Prop Scates of the fact of their being
retained in the case. The moment I learned this fact
I wrote to Prop Scates retaining him in the case.
The appellant never served me with a copy of the
abstract of the record,

Chas: E Haas

Subscribed & sworn to before me this 12th day of May
A.D. 1860
Comrad L. Dubz, J.P.

Affidavit of
C. E. Kaas.

Supreme Court of Illinois
Third Grand Division

Hugh Adams?

to 274
Goo W. Gage

ads } Appeal from Cook Cir-
Circuit Court.

On motion to Set aside Continuance

The defendant would support his
motion with the following sug-
gestions

I

The Appeal was taken for delay - and
an abstract record were filed
to make such show of good faith
as to avoid the 5 per cent
damages. The grounds of the
demurrer - the only defence
put in below - were simply
frivolous, and were so regarded
& treated by the Court below.

II

By allowing this continuance
to stand, the plaintiff has ac-
complished a year's credit
on a plain note, to which

nothing was, or could be objected
but a frivolous technicality.
The rules of the Court, have
been sedulously watched
and a technical advantage
sought to accomplish
this Credit, against the jus-
tice & right of the defendant.

Five per Cent would not
begin to repair the actual
damage the Assignee
will suffer by being com-
pelled, under his written
guaranty to refund
the whole of this money
if this judgment is
not affirmed at this
term. — Because the
payee endorsed it with
a guaranty that it
would be paid at
maturity.

III

I submit that the question
of practice is an im-
portant one — whether

the rule of Court, allowing either party to make the first call of the docket. Peremptory - is to be so interpreted, as to allow an appellant who is not ready - and who is neither in a condition nor entitled under the rules to go into the trial - nor to put the appellee in default - to make such call a trial call, and either proceed or 'Continue

Now I hold that the true meaning of the rule and practice is to allow a party to try or continue only when he is ready by a compliance with the rule to file abstracts and printed points

Rule 13 requires printed points to be filed one day before the argument - and the defendant may continue or dismiss for want of it - if he chooses by rule 15.

The appellant had not filed his points and was not therefore in a condition to proceed

Neither has Appellant taken any rule to join in error

So that defendant was in no wise in default - and yet the appellant was in not filing his points

I beg the Court to recollect that his honor the Chief Justice was absent, until the first call had gone through

That Call seems to have been made a merely formal one - because every one seemed to desire a full bench - and as soon as a full attendance was given Causes immediately proceeded by agreement.

The first Call was thus precipitated by the Circumstances. I feel assured the Court will not under these Circumstances allow such an advantage to be taken of the appellee.

I do hope the 18th Rule shall receive a reasonable & practical construction, with a view to get at trials - under the 19th rule - and such as shall simply prevent delay.

To sustain what has been done in this case, will give it, the operation of working technical advantage to one party ~~who~~ who desires & is seeking a delay.

Had appellant taken a rule to ~~subjoin~~ join in error - then might a default have been taken or a continuance asked.

Where the case proceeded upon the merest technicality below - and now as appealed for delay - and the first call of the docket precipitated by the absence of the Chief Justice - within the first week - it is the extremest presumption to

Suppose that defendant would not appear at an early day.

Such an application of the rules under such circumstances - and in favor of an appellant himself not having complied with the rules - and against an appellee in no default - can but be very unsatisfactory.

The great hardship & wrong that will be done the grantor payee is a chief reason for the great anxiety & concern felt to have this practice corrected by setting aside this continuance.

The affidavit of the Defendant's Attorney below shows that there was no lack of diligence in retaining Counsel. - and on the 24th day of April Counsel duly joined in error & filed printed points - which has not yet been done by the Appellant.

Walter B. Scates
of Counsel for Appellee

Socket 274. 65.

Hugh Adams
ad
Geo W. Gage

Suggestions are
to be set aside
Continuance

omitted

Walter B. Seates
Counsel for Adams

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable George Manure Judge of the Seventh Judicial Circuit of the State of Illinois, and Sole Presiding Judge of the Circuit Court of Cook County, in the State aforesaid, and at a term thereof begun and held at the Court House in the City of Chicago, in said County, on the fourth Monday, (being the Twenty-Ninth day) of May in the year of our Lord one thousand eight hundred and Eighty-Nine and of the Independence of the said United States the Eighty-Third

Present, Honorable George Manure Judge of the 7th Judicial Circuit of the State of Illinois.

Charles Warren States Attorney.

John Gray Sheriff of Cook County.

Attest, William E. Church Clerk.

Be it remembered that heretofore, to-wit: On the 29th day of March in the year aforesaid, there was filed in the Office of the Clerk of the Court aforesaid, a certain precept which is in the words and figures following, to-wit:

" Hugh Adams

George W. Gage
and Asa Tail

Assumpsit. Damage \$ 10.000

The clerk will please issue a summons in the above entitled cause, returnable to the next regular term of his court.

To the Clerk of the Circuit Court of Cook County.

March 29. / 59

A. E. Shaw p.p

And afterwards, to-wit: on the day and year last aforesaid, there was issued out of the Office of the Clerk of the Court aforesaid, a certain writ of Summons, directed to the Sheriff of said County to Execute, and clothed in the words and figures following, to-wit:

State of Illinois }
County of Cook }

The People of the State of Illinois
to the Sheriff of said County: Greeting.

We command you that you summon, George W. Hage and Asa Vail, if they shall be found in your County, personally to be and appear before the Circuit Court of Cook County, on the first day of the next Term thereof, to be holden at the Court House, in Chicago, in said County, on the second Monday of April next, to answer unto Hugh Adams, in a plea of Trespass on the Case upon promises, to the damage of the said Plaintiff, as is said, in the sum of Ten thousand dollars.

And have you here this writ, with an endorsement thereon, in what manner you shall have Executed the same.

Seal

Witness, William L. Church, Clerk of
Our said Court, and the Seal thereof, at
Chicago. Aforesaid this 29th day
of March A D 1859

Wm L Church
Clerk

And afterwards, to-wit: on the
first day of April, in the year aforesaid, said plaintiff
by Ch. E. Waas, his Attorney, filed his certain declaration
in said Court, which is in the words and figures
following, to-wit:
" Cook County. ss.

In the Circuit Court of Cook County
Of the April Term, 1859
Hugh Adams, plaintiff in this suit by, Charles E.
Waas his Attorney, complains of, George W. Hage and
Asa Vail, defendants in this suit, in a plea of trespass on
the case upon promises; For that whereas the said George
W. Hage and Asa Vail heretofore, to-wit: on the second
day of March in the year One thousand Eight hundred
and fifty seven, at Chicago in the County aforesaid, made
their certain promissory note in writing, bearing date the
day and year last aforesaid, and then and there deliver-
ed said note to Enos Ayres, by which said note the
said George W. Hage by the name of Geo. W. Hage, and
Asa Vail, promised to pay to the order of Enos Ayres of
Chicago Illinois, One thousand Two hundred dollars
in two years after the date thereof, for value received;
which period has now elapsed; and the said Enos
Ayres then and there assigned and indorsed the said
note to the said Hugh Adams, whereof the said
George W. Hage and Asa Vail then and there had
notice; by reason whereof, and by force of the Statute
in such case made and provided, the said defendants

4
I became liable to pay, to the said plaintiff the said sum of money in said note specified according to the tenor and effect of the said note, and of the said endorsement so thereon made as aforesaid, and being so liable the said defendants in consideration thereof afterwards, to-wit: on the same day and year and at the place aforesaid, undertook and faithfully promised the said plaintiff, well and truly to pay the said plaintiff the said sum of money in ~~the~~ said note specified, according to the tenor and effect of the said note and of the said endorsement so thereon made as aforesaid.

And whereas, also the said defendants afterwards, to-wit: on the 2^d day of March in the year 1857 at the place aforesaid were indebted to the said plaintiff in the sum of Ten thousand dollars, for money before that time lent and advanced by the said plaintiff to the said defendants, and at the special instance and request of the said defendants; And for other money by the said plaintiff before that time, paid laid out and expended for the said defendants and at the like request of the said defendants; And for other money by the said defendants before that time had and received for and to the use of the plaintiff; And for other money found due and owing ~~from~~ the said defendants to the said plaintiff upon an account stated then and there between the said plaintiff and the said defendants;

5.

And being so indebted, the said defendants in consideration thereof, afterwards, to-wit, on the same day and year last aforesaid, and at the place aforesaid, undertook and then and there forth fully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money in this count mentioned, when the said defendants should be therunto afterwards requested.

Nevertheless the said defendants (Altho often requested &c) have not yet 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 refused and still do refuse to the damage of the plaintiff, Ten thousand dollars, and therefore the said plaintiff brings this suit &c

beh; & locus. p. p

"Copy of the note and account on which this action is founded"

"\$4200.00"

Chicago March 2^d 1857

Some years after date, we promise to pay
to the order of E. W. Ayres of Chicago Illinois, at ~~the~~
Four thousand two hundred dollars, value received
this note is secured by Mortgage of Everdale Farm with
signed

"Geo W. Ayres"
"Asa Vail"

6. Indorsement, I assign the within note to Hugh Adams
for value received & guarantee the payment of same
within twenty days after maturity.
Apr 3^d 1858. "Elias Ayres"

Geo M Gager Asa Nail. To Hugh Adams

1858 To Money had received to Adams in \$ 10,000
" " money loaned \$ 10,000
" Amt due on account stated \$ 10,000
" Money paid laid out expended for a/c \$ 10,000

" \$ 4,000¹⁰⁰ Chicago March second 1859
" I two years after date we promise to pay
" to the order of Elias Ayres of Chicago Illinois at
" Four thousand, two hundred dollars, value received
" This note is secured by mortgage of even date herewith
" Due 2^d Mar / 59 " Geo M Gager
" Asa Nail

Endorsed, I assign the within note to Hugh Adams
for value received & guarantee the payment of the same
within twenty days after maturity.
Apr 3, 1858 "Elias Ayres"

Hugh Adams

"State of Illinois
City of Chicago Cook County. }
Be it known that on
this 7th day of March, in the year of Our Lord

7
One thousand Eight hundred and fifty nine. I
Jacobly Conrad, Notary Public duly commissioned
and sworn, and residing in the City of Chicago, in
said County and State, at the request of Merchants
Savings Bank and Trust Co., went with the original
Note, a true copy of which is above, to Geo W. Sage
one of the makers of the same, and demanded pay-
ment thereon, which was refused;

Whereupon, I the said Notary
at the request aforesaid, did protest, and by these
presents do solemnly protest, as well against the maker
of said Note the indorsers thereof, as all others whom it may
or do or concern, for exchange or re-exchange and
all costs, charges, damages and interest, already in-
curred by reason of the non payment of the said Note,

And I the said Notary do
hereby certify, that on the same day and year above
written, due notice of the foregoing protest, was put
in the Post Office at Chicago as follows,

Notice for	Geo W Sage	Chicago
" for	Asa Nail	"
" for	Enos Ayres	"
" for	Wm Adams	"

Each of the above named places being the reputed place
of Residence of Each person to whom this Notice was
directed; In Testimony whereof I have hereunto set my hand
and affixed my Official Seal the day and year above
written. Geo Jacobly Conrad. Notary Public

8.

And afterwards, to-wit: on the sixteenth day of April, AD 1859, said writ of Summons was returned into the Court aforesaid by the Sheriff aforesaid, Endorsed as follows, to-wit:

" Defendants not found in my County this 11th day of April 1859

John Jay Sheriff
by F. Humbard Deputy

And afterwards, to-wit: on the Twenty-Eighth day of April in the year last aforesaid there was issued out of the office of the Clerk of the Court aforesaid, the Peoples certain writ of alias Summons directed to the Sheriff of said County to Execute and Obeyed in the words and figures following, to-wit:
" State of Illinois
County of Cook

The People of the State of Illinois
to the Sheriff of said County. Greeting:
We command you as we have before, that you summon George W. Sage & Asa Tail, if they shall be found in your County, personally to be and appear before the Circuit Court of Cook County, on the first day of the next term thereof, to be holden at the Court House in Chicago, in said County, on the fourth Monday of May next, to answer unto Hugh Adams in a plea of trespass on the case upon promises, to the damage of the said plaintiff, as is said, in the sum of Ten Thousand

9.

dollar; And have you ~~then~~ ~~and~~ ~~then~~ this writ, with
with an Endorsement thereon, in what manner you
shall have Executed the same;

Seal

Witness William L. Church Clerk of our
said Court and the Seal thereof at Chicago
aforesaid this Twenty-Eighth day of
April AD 1859
Wm L. Church
Clerk

And afterwards, to-wit; on the 29th
day of April in the year last aforesaid, said writ
was returned into the Court aforesaid by the Sheriff
aforesaid, Endorsed as follows. To-wit;

" served by reading to the within
named George W. Hage the Writ not found
the 29 day of April 1859

John L. Ray Sheriff
by John Brown Deputy

And afterwards, to-wit; on the
24th day of May in the year aforesaid, said
defendant George W. Hage by J. V. De Moynne
his Attorney filed in the Court aforesaid his certain
demurrer, which is in the words and figures follow-
ing. To-wit;

10. In the Cook County Circuit Court:

State of Illinois }
Cook County }

Hugh Adams }

George W. Gage
and Asa Paul }

The said defendant George W. Gage by J. V. Le Moyne his Attorney comes and defends the wrong and injury where, and says that the ^{said} first count of the said declaration and the matters therein contained in manner and form as the same are above stated and set forth, are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendant, and that he the said defendant is not bound by law to answer the same, and this he is ready to verify. Wherefore for want of a sufficient first count of the said declaration in that behalf the said defendant prays judgment; and that the said plaintiff may be barred from having or maintaining his aforesaid action thereof against him or

And the said defendant according to the form of the statute in such case made and provided, states and shews to the Court here the following causes of demurrer to the said first count of the said declaration, that is to say;

1st. That the cause of action named in said Count is a joint note of said George W. Sage and one Asa Vail and that the averment in said Count contained is that the said George W. Sage made their certain promissory note in writing, and then and there delivered said note; Yet said Count of said declaration contains no averment of any promise on the part of said Vail to pay said note. But on the contrary said Count contains the averment that said George W. Sage by the name of George W. Sage and Asa Vail promised to pay &c.

And also for that the said declaration is in other respects uncertain informal and insufficient &c.
 J. V. Le Moynes
 May 24th 1859. Atty for Defendant

And the said Defendant George W. Sage by J. V. Le Moynes his Attorney, comes and defends the wrong and injury where &c. and says that the said declaration and the matters therein contained in manner and form as the same are above stated and set forth, are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendant, and that he the said defendant is not bound by law to answer the same, And this he is ready to verify
 Wherefore for want of a sufficient declaration in this behalf, the said defendant prays

12.

judgment, and that the said plaintiff may be barred from having or maintaining his aforesaid action there against him &c. And the said defendant according to the form of the statute in such case made and provided, states and shews to the Court here the following causes of demurrer to the said declaration that is to say, ^{2^d} that it does not appear by the said declaration in what Court or in what State the said action is brought against the said defendant and also for that the said declaration is in other respects uncertain, informal and insufficient &c

May 24th 1859 J. V. De Moynie
Defendants Attorney

And afterwards to-wit: on the 24th day of May in the year last aforesaid, said defendant George W. Gage by J. V. De Moynie his Attorney filed in said Court his certain Motion, which is in the words and figures following, to-wit:

In the Cook County Circuit Court,
State of Illinois }
Cook County } ss

Hugh Adams }
George W. Gage }
and Ada Neil }

And the said defendant George W.

Gage by J. N. Le Moynes his Attorney, moves the Court
 that this cause be continued for want of a bill
 of particulars of the cause of action
 May 24/59 J. N. Le Moynes
 Defendants Attorney

And afterwards, to-wit, on the 28th
 day of May in the year last aforesaid, said
 plaintiff by Charles E. Hoas his Attorney filed
 in said Court, a certain stipulation, which is in the
 words and figures following, to-wit:

"Hugh Adams

George W. Gage Esq

In the Circuit Court of
 Cook County

Of the May Term 1859

Hugh Adams plaintiff in the above entitled
 suit by Ch E Hoas his Counsel, agrees that he will
 offer no other Evidence in the above entitled, than
 the promissory note a copy of which is on file.

Ch E Hoas
 Atty per se

And afterwards, to-wit, at the
 May Term of said Court, to-wit, on the Twenty-Eighth
 day of May, in the year last aforesaid, the following
 among other proceedings, were had and entered of Re-
 cord, to-wit:

14
1914

Hugh Adams
George W. Gage
and Asa Nail

Assumpsit

This day comes the said plaintiff
by Charles E. Hoar his Attorney, and the said defen-
dant George W. Gage impleaded with Asa Nail by J. V.
De Moynne his Attorney also comes, and the Court
being fully advised in the premises, now orders that
the motion of the said defendant Gage for a continuance
of said cause upon the ground that said plaintiff has
failed to file bill of particulars, be and the same here-
by is overruled, said plaintiff having agreed to
offer no evidence under the common counts in his said
declaration. Except the promissory note upon which
this suit is brought; And the Court having heard
arguments of counsel on the demurrer of the said defen-
dant Gage to said plaintiffs declaration herein, and
being fully advised in the premises, now orders that the
said demurrer be and the same hereby overruled as
frivolous; And the said defendant Gage impleaded
as aforesaid being thereupon three times solemnly called
says nothing further in bar or preclusion of the said
action of said plaintiff against him; Whereby the said
defendant Gage remains therein wholly undefended
against the said plaintiff.

Wherefore said plaintiff
ought to have and recover of the said defendant

15.

George W. Hage impleaded as aforesaid his damages herein sustained by occasion of the premises, and the Court after hearing the allegations and proofs submitted by said plaintiff, and being fully advised in the premises, now assesses said plaintiff's damages herein to the sum of Four Thousand Two Hundred and Ninety Six dollars and Eighty Two Cents.

4296⁸²

Therefore it is considered that said plaintiff do have and recover of the said defendant George W. Hage impleaded as aforesaid his damages of Four Thousand Two Hundred and Ninety Six dollars & Eighty Two Cents in form as aforesaid assessed together with his costs & charges by him about his suit in this behalf expended and have Execution therefor.

Whereupon the said defendant Hage impleaded as aforesaid by his Counsel Excepts, and prays an appeal to the Supreme Court of the State of Illinois, which is granted by the Court on condition that the said defendant Hage shall within ten days from this date Execute and file with the clerk of this Court his appeal bond herein in the penal sum of Eight Thousand and six hundred dollars, conditioned according to law, with John W. Be Moyn, David A. Hage, and Frank Parmelee his sureties thereto.

And afterwards to wit, on the fourth day of June in the year last aforesaid

16. there was filed in the Court aforesaid a certain appeal bond, which is in the words and figures following to-wit:

" Now all men by these presents, that are George W. Hagg, John V. Le Moyne, David A. Hagg and Frank Parmelee of the City of Chicago, in the County of Cook and State of Illinois, are held and firmly bound unto Hugh Adams in the penal sum of Eight thousand five hundred and ninety four dollars, lawful money of the United States for the payment of which well and truly to be made we bind ourselves our heirs Executors administrators, jointly severally firmly by these presents.

Witness Our hands and seals at Chicago this fourth day of June in the year of Our Lord One thousand Eight hundred and fifty nine.

The condition of the above obligation is such that whereas the said Hugh Adams did on the twenty seventh day of May A.D. 1859 in the Cook County Circuit Court recover a judgment against the above bounden George W. Hagg for the sum of Forty two hundred and ninety six ⁸²/₁₀₀ dollars from which judgment the said George W. Hagg has taken an appeal to the Supreme Court of the State of Illinois; Now if the said George W. Hagg shall prosecute his appeal with effect and shall pay whatever judgment may be rendered

17.

by the said Court upon dismissal or trial of
said appeal, then the above obligation to be void
otherwise to remain in full force and virtue

See Mr. Hager

John W. McKeayne

D. Al Sage

Frank Parmelee

Seal

Seal

Seal

Seal

I, WILLIAM L. CHURCH, Clerk of the Circuit Court of Cook County, in the
State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and
complete copy of The Papers and Proceedings

in a certain cause lately pending in said Court
on the Commons side thereof, wherein

Wm. Adams was plaintiff and
George McKeayne and Asa Rice Defendant

In Witness Whereof, I have hereunto set my hand,
and affixed the Seal of said Court at Chicago, this
Eleventh day of March
A. D. 1869

Wm. L. Church Clerk.



18.

Assignment of Errors.

First. The Court erred in overruling the Demurrer to the first count of the Declaration.

Second. The Court erred in rendering Judgment for the Plaintiff without disposing of the Demurrer to the said Declaration and no disposition of it appears on the record or was made by the Court.

J. V. Le Moine
Atty for Defendant Gage.

In nullo est erratum

Scotter McAllister & Geo. C. Mc
of Counsel for Deft.

~~226~~ 65
Circuit Court book 65

Hugh Adams

George W. Sage Esq

Record

Filed April 19 1860
L. Leland
Clerk

Fee \$5.00

C. Anthony