

No. 14550 $\frac{1}{2}$

Supreme Court of Illinois

Stafford

vs.

Fargo

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division

No. 243

1863

Stupford

Darey

14550

UNITED STATES OF AMERICA,
STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the Fifth day of June in the year of our Lord One Thousand Eight Hundred and Sixty three and of the Independence of the United States of America the Eighty fourth.

Present, The Honorable John M. Wilson Chief Justice of the }
Superior Court of Chicago. }

Van H. Higgins } Judges.

Grant Goodrich }

Joseph Knox Prosecuting Attorney.

David S. Hammond Sheriff of Cook County.

Attest, Thomas Plaster Clerk.

Be it Remembered, that heretofore to wit, on the twenty fourth day of January in the year of our Lord One thousand, eight hundred, and Sixty three, said day being one of the days of the January term of the Superior Court of Chicago, the following among other proceedings was had and entered of record in said Court, to wit

Orange Fargo

vs.
John Stafford

} Motion for New trial
in Assumpsit

And now at this day again comes said
plaintiff by H. H. Knapp his Attorney, and the said
defendant by Robert Rae his Attorney also comes and
this cause coming on now to be heard upon the
Motion of said defendant heretofore submitted
herein on the seventh day of January A.D. 1853. for a
new trial in said cause, and Counsel being
heard thereon and the Court being fully advised
in the premises, it is considered by the Court that
that the motion of said defendant for a new trial
had is hereby overruled and that a new trial
be refused to said defendant in said cause, and
thereupon said defendant moves the Court in arrest
of judgment on the verdict rendered by the jury
herein as aforesaid, and Counsel being heard
thereon and the Court being fully advised in the
premises it is considered by the Court that the
motion of said defendant in arrest of judgment
on said verdict be and is hereby overruled, to which
ruling of the Court in overruling his said motion
for a new trial and to the ruling of the Court in
overruling his said Motion in arrest of judgment
the said defendant then and there excepted and
thereupon enters his exceptions. Wherefore said

plaintiff ought now to have judgment entered herein against said defendant for his damages rendered by the jury herein as aforesaid less the sum of twenty seven dollars and twenty eight cents permitted by them upon the verdict as aforesaid being the sum of Five hundred and Seventy nine dollars and twenty one cents;

Therefore it is considered that said plaintiff do have and recover of and from the said defendant his damages of Five hundred and Seventy nine dollars and twenty one cents in form aforesaid by the jury here found and assessed together with his costs and charges in this behalf expended and have execution therefor,

And thereupon said defendant having entered his exceptions prays an appeal herein to the Supreme Court of the State of Illinois, which is allowed to him upon the condition that he file his bond in thirty days in the penalty of One thousand dollars with security to be approved by one of the Judges of this Court, and that he file his bill of exceptions within the like term of thirty days.

And afterwards to wit on the thirteenth day
of April in the year aforesaid, said defendant
filed herein his Appeal Bond, in words and
figures as follows to Wit,

Know all Men by these presents, That We John F
Stafford and Richard McLeavey of the City
of Chicago and of the County of Cook and State
of Illinois, are held and firmly bound unto
Orange Fargo—also of the same County and State,
in the penal sum of One Thousand 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 firmly, by these presents
Witness our hands and seals this 25th day
of February A.D. 1863.

The Condition of the above obligation is
such, That whereas, the said Orange Fargo
did on the 7th day of January A.D. 1863 in the
Superior Court of Chicago, in and for the County
of Cook and State aforesaid, and of the January
Term thereof A.D. 1863. procure a judgment against
the above bounden John F Stafford for the sum
of Five hundred Seventy Nine ²¹/₁₀₀ Dollars besides
cost of suit, from which judgment of the Superior
Court of Chicago, the said John F Stafford has

prayed for, and obtained an appeal to the
Supreme Court of said State.

Now therefore, if the said John F Stafford
shall duly prosecute his said appeal with
effect, and moreover, pay the amount of the
judgment, costs, interest and damages rendered,
and to be rendered, against him in case the
said judgment shall be affirmed in said
Supreme Court, then the above obligations to be
void, otherwise to remain in full force and
virtue.

John F Stafford
Rich^d. McClevey

Seal
Seal

Approved by me this
13th day of April. A.D. 1863
Sam H Higgins
Judge.

State of Illinois,
County of Cook. ss.

I Thomas B Carter Clerk of the
Superior Court of Chicago, within and for the
County of Cook State aforesaid, do hereby certify that
the foregoing is a full, true and correct
transcript of a certain order of Judgment, and
order allowing appeal, together with the appeal
Bond on file in my office in a certain case
wherein Orange Fargo is plaintiff and
John A Stafford is defendant.

In testimony whereof I hereunto
subscribe my name, and affix
the seal of said Court, at the City
of Chicago, in said County this 20th
day of April A.D. 1863
Thomas B Carter Clerk



243
Staff

27
Fargo

Birth of ap.

Filed April 24. 1863

L. Deland
Black

Just. 7579. ²¹/₁₀₀
28.96.05

UNITED STATES OF AMERICA,
STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the Fifth day of August in the year of our Lord One Thousand Eight Hundred and Sixty three, and of the Independence of the United States of America the Eighty seventh

Present, The Honorable John M. Wilson Chief Justice of the }
Superior Court of Chicago. }

Wm H. Keegan }
Mat Goodrich } Judges.

Joseph Knox Prosecuting Attorney

David J. Hammond Sheriff of Cook County.

Attest, Thomas Blakes Clerk.

Be it remembered that heretofore to wit on the twenty seventh day of July in the year of our Lord One thousand eight hundred and sixty one, there issued out of the Office of the Clerk of this Superior Court of Chicago under the seal thereof the proper writ of Summons, which writ of Summons with the Sheriffs return thereon indorsed is in the words and figures following to wit,

Page 2.

State of Illinois
County of Cook ss

The People of the State of
Illinois to the Sheriff of said County Greeting
We command you that you summon John
A. Stopped if he shall be found in your County
personally to be and appear before the Superior
Court of Chicago of said Cook County on the
first day of the next term thereof to be holden
at the Court House in Chicago in said Cook
County on the first Monday of August next
to answer unto Orange Hays in a plea of
trespass on the case upon promises to the
Hawage of the said plaintiff as is said in
the sum of One Thousand Dollars

And showing or ~~therein~~ there this writ
with an endorsement thereon in which manner
you shall have executed the same

Witness My hand and Seal of our
said Court and the Seal thereof at
Chicago aforesaid this 26th day of July
AD 1861

Seal

Walter Kimball
Clerk

Advised.

"Served by reading the within writ to the

Page 3.

Within named defendant the 31st day of July 1861
For 1st 50
2nd 10
1st rel^{ve} 10

Anthony C. Healey Sheriff
By John A. Nelson Deputy

1st paid by plaintiff atty.

And afterwards to wit on the twenty second day of July in the year last aforesaid said plaintiff by his Attorney filed his certain declaration in words & figures following.

State of Illinois
County of Cook is

Superior Court of Chicago
Of the July Term A.D. 1861

Orange Hays Plaintiff in this suit by A.H. Stauff his Attorney complains of A.H. Stauff Defendant who was summoned & of a plea of trespass on the case in promise. And that whereas the said defendant heretofore to wit on the twenty second day of April in the year of our Lord One thousand eight hundred and sixty at Chicago to wit at said County of Cook made his certain promising note in writing bearing date the day and year aforesaid, and then and there delivered the same to Alexander Lyon the said Lyon & still being the wife of the said Alexander Lyon & for the use & benefit of said Alexander Lyon, in and by which

Page 4.

said Defendant by the name & by to and description of John H. Stapp, promised to pay the order of the said Stewart & Lyon so then being the wife of the said Addams & Lyon for the sum of thirty three & 100 dollars on demand for value received.

And the said Stewart & Lyon so then being the wife of said Addams & Lyon to whom the whose order said note was payable & also the said Addams & Lyon husband of the said Stewart & Lyon afterwards to wit on the day and year aforesaid at Chicago that is to say at the County of Cook of said said note in writing by which said endorsement the said Stewart & Lyon so then being the wife of said Addams & Lyon & said Addams & Lyon her husband then and there ordered and appointed the said sum of money in said note mentioned to be paid to said plaintiff and then and there delivered said note so endorsed 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 according to the tenor and effect of the said note and of the endorsement so thereon made as aforesaid and being so liable the said Defendant in

Consideration thereof. And there understood and promised to pay the same to the said Plaintiff according to the tenor and effect of the said Note and of the indentures of premises lot at the place aforesaid.

And whereas also the said Defendant afterwards took on the twenty fifth day of June in the year of our Lord one thousand eight hundred and sixty one to wit at said County he came and was indebted to the Plaintiff in a large sum of money to wit one thousand dollars for money before that time lent and advanced to said Defendant by said Plaintiff at said Defendants request; and also in the like sum for money before that time paid laid out and expended for said Defendant by the said Plaintiff at the like special request of said Defendant, and in the like sum for money before that time he had received by said Defendant to and for the use of said Plaintiff & in the like sum for interest ^{money} and also in the like sum for goods wares and merchandise before that time sold and delivered by said Plaintiff to said Defendant at the like special instance and request; and also in the like sum for the labor care and diligence of the said Plaintiff before that time done and performed by said Plaintiff for said Defendant and at the like instances and

Page 6. Request of said defendant, and being so
in debt to said defendant in consideration thereof
then and there undertook and promised to pay
said plaintiff said several sums of money above
mentioned when the same afterwards requested,

And whereas also the said defendant
afterwards took on the same day and year
last of said and at the place of said account
together with the said plaintiff said concerning
divers other sums of money before that time due
and owing from the said defendant to the said
plaintiff and then and there being in arrears
and unpaid; and upon such accounting the
said defendant was found to be in arrears
and in debt to said plaintiff in the sum of
One thousand dollars, And being
so found in arrears and in debt to said
plaintiff the said defendant in consideration
thereof afterwards took on the same day and
year last of said, and at the place of said
undertook and then and there faithfully promised
the said plaintiff to pay unto the said plaintiff
the said sum of money last above mentioned
when he the said defendant should be
thereunto afterwards requested,

Yet the said defendant not regarding
his said promise and undertakings but
contriving & although often requested so to do

Page 7. has not paid said plaintiff either of said
sums of money above mentioned or any part thereof
but so he has hitherto wholly neglected and
refused and still does neglect and refuse
to the damage of said plaintiff of one thousand
dollars and therefore he brings this suit etc
J. H. Haaff
Plaintiff's Attorney

Copy of statement and account sued on

7533 18

Chicago Sept 22 1860

Due Horatio A Lyon or order
five hundred & thirty three 18/100 dollars
on demand for value received.

(Signed

John F. Stafford

Endorsed

Horatio A Lyon

also Addressee Pay on

John F. Stafford

To Orange County 25th

Dec 21 1861

To money lent and advanced,	\$1,000
To money paid laid out and expended	\$1,000.
To money had and received to an Agent for the use of said Plaintiff	\$1,000.
To goods, wares and merchandise sold and delivered	\$1,000
To labor and carriers	\$1,000
To balance due on account stated	\$1,000

Page 8.

And afterwards to wit, on the sixth day of August in the year of our Lord one thousand eight hundred and sixty one said day being one of the days of the August Term of said Superior Court of Chicago the following among other proceedings were had and entered of record in said Court to wit,

Orange Fargo

vs
Affumpick
John H. Stafford

On motion Robert R. Mac Attorney for the said defendant it is ordered that the said defendant to plead herein and is hereby extended ten days from this day,

And afterwards to wit on the thirteenth day of August in the year last aforesaid the said defendant by Robert R. Mac his Attorney filed in the office of the Clerk of said Court his certain pleas which are in words and figures following to wit,

Superior Court of Chicago
Term A.D. 1861

John H. Stafford
at
Orange Fargo

Page 9. State of Illinois
Cook County ss

And the said defendant by Robert Hae his Attorney comes and defends the wrong and injury when &c, and saith that he did not undertake or promise to answer and for as the said plaintiff hath above complained against him of this he puts himself upon the Country &c.

And for a further plea in this behalf the said defendant by leave of the Court heretofore this purpose first had and obtained according to the form of the Statute in such Cases made and provided, says that the said plaintiff ought not to have or maintain his aforesaid action thereof against him because he says that the said note mentioned in said plaintiffs declaration was made and delivered by said defendant to one Henrietta A Lyon the payee of said note, and that at the time of the making and delivery of said note by the said defendant to said Henrietta A Lyon said Henrietta A Lyon was married to one Addison Lyon and at the time of the endorsement of said note mentioned in said plaintiffs declaration, and at the time of the commencement of this suit said Henrietta A Lyon was still married to said Addison Lyon.

Page 10.

Therand yet her husband who is still living
lives at the County of Cook and of this the
said Defendant is ready to verify therefore he
prays judgment of the said Plaintiff ought to
have or maintain his aforesaid action there of
against him &c.

And for a further plea in this behalf the said
Defendant by like leave of the Court sheweth for this
purpose first had and obtained according to the
form of the statute in such cases made and provided
sayeth that the said Plaintiff ought not to have
or maintain his aforesaid action there of against
him because he says that the said note mentioned
in said Plaintiffs Declaration was made and
delivered to one Edmund A. Lyon the payee of
said note without any consideration whatever
and at the time of the indorsement of said note
mentioned ⁱⁿ said Plaintiffs Declaration and at the
time of the Commencement of this suit said Defendant
never received any consideration whatever for the
making and delivery of said note mentioned in
said Plaintiffs Declaration as aforesaid all of
which said Plaintiff Therand Therand had notice
lives at the County of Cook and of this said
Defendant is ready to verify therefore he prays
judgment of the said Plaintiff ought to have
or maintain his aforesaid action there of against him &c.

Robert Hare
Atty for Def

Page 11. State of Illinois
Cook County ss

Wm H Stafford & Co above
named defendant make oath and say
that the above pleas are true in substance and
fact

Sworn & subscribed before Wm H Stafford,
notary this day of
August A D 1861.

And afterwards took on the seventh day of
January in the year eighteen hundred and fifty
two said day being one of the days of the January
Term of said Court the following among other
proceedings heard and entered of record to wit

Orange Hay

or
Wm H Stafford

That day corner said plaintiff by Wm H Stafford his
attorney and on his motion it is ordered that
said plaintiff stand bound to answer his
declaration in said cause.

And afterwards took on the twentieth day of
January in the year last aforesaid said day
being a day of the January Term of said Court the
following among other proceedings heard and entered

Page 12. of records in said Court to wit,

Orange Hargis

vs

Appumpait

John F. Stafford

That day again comes said plaintiff by his attorney
as before said, and on his motion it is ordered that
defendant plead to amended declaration and
plaintiff by coming in of Court on Wednesday morning
next;

And afterwards to wit on the twenty first day of
January in the year last before said said day being
a yet one of the days of the January Term of said
Court, the said defendant filed in said Court the
following motion for continuance to wit,

Superior Court of Chicago
of July 5/1861

John F. Stafford

vs

Orange Hargis

And now this 21st day of January
A.D. 1862 comes the said defendant by Robert
Mac his attorney and moves the Court for a
continuance at the costs of the plaintiff
for the reason that the declaration in said

Page 13.

Cause has been amended in material substantive matters, and the deft prays that the rule to plead may be stayed in the mean time

Robert Roe

Def'ts Atty.

And thereupon Colick on said twenty first day of January in the year last aforesaid said day being one of the days of said January Term of said Court the following amongst other proceedings were had & entered of record in said Court to wit,

Orange Fargo

or

appellant.

vs. H. Staafford

Thursday again Court said Plaintiff by H. Staaff his attorney and said Defendant by Robert Roe his attorney also comes and Defendant having complied with the rule to plead theretofore entered herein against him it is ordered that Plaintiff remove said Defendant to plead before it hereby discharged and Defendant submits his cross motion for continuance which is sustained and cause stands continued.

And afterwards Colick on the twenty third day of January in the year last aforesaid said

Page 14 Plaintiff by his said Attorney filed in the Office
of the Clerk of said Court his certain amended
Declaration in the words and figures following
to wit.

Superior Court of Chicago
of the City of Lern A.D. 1864

State of Illinois
County of Cook ss

Orange Fargo plaintiff in this suit by J.H.
Haff his Attorney complains of John H. Stafford
Defendant who was summoned & c of a plea of
trespass on the case on premises: For that whereas
the said defendant heretofore to wit on the twenty
second day of April in the year of our Lord one
thousand eight hundred and sixty at Chicago
to wit said County of Cook made his certain prom-
issory note in writing bearing date the day and
year aforesaid, and then and there delivered
the same to one Bennett a Lyon in then & there
still being the wife of one Addison Lyon
for the use & benefit of said Addison Lyon in and
by which said note said defendant by the
name style and description of John H. Stafford
promised to pay the order of the said Bennett a
Lyon so then being the wife of the said Addison

Lyon Five hundred & thirty three & 18/100 Dollars
on demand for value received,
And the said Stewart & Lyon & then being the
wife of the said Addison Lyon to whom & to whose
order said note was payable & also the said
Addison Lyon husband of said Stewart & Lyon
afterwards & within the day and year of said
at Chicago took it to say at the County of Cook
after said endorsed said note in writing by which
said indorsement the said Stewart & Lyon &
then being the wife of & after said of said Addison
Lyon & the said Addison Lyon her said
husband as after said then and there ordered
and appointed the said sum of money & said
note mentioned to be paid to said plaintiff;
then and there delivered said note & so 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 according to the
tenor and effect of the said note (and of the indorsement
as thereon made as after said, and being so liable
the said defendant in consideration thereof then and
there undertook and promised to pay the same
to the said plaintiff according to the tenor and
effect of the said note and of the indorsement
after said to wit at the place after said

And whereas also the said defendant afterwards
 took on the twenty first day of June at the year
 of our Lord One thousand eight hundred and sixty
 one took at said County became and was
 indebted to the Plaintiff in a large sum of money
 to wit the thousand dollars for money before that
 time lent and advanced to said defendant by said
 Plaintiff at said defendant's request; and also
 in the like sum for money before that time paid laid
 out and expended for said defendant by the said
 Plaintiff at the like special request of said defendant
 and in the like sum for money before that time
 had and received by said defendant to and for the
 use of said Plaintiff & in the like sum for interest
 money for the use of divers sums of money; and
 also in the like sum for goods wares and merchan-
 dize before that time sold and delivered by said
 Plaintiff to said defendant, at the like special instance
 and request, and also in the like sum for the labor
 care and diligence of the 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 being so
 indebted said defendant in consideration thereof
 then and there undertook and promised to pay
 said Plaintiff said several sums of money
 above mentioned when the same afterwards requested.

And whereas also the said defendant

afterwards, took on the same day and year last aforesaid and at the place aforesaid accounted together with the said plaintiff of and concerning divers other sums of money before that time due and owing from the said defendant to the said plaintiff, and then and there being in arrears and unpaid; and upon such accounting the said defendant was found to be in arrears and indebted to said plaintiff in the further sum of One thousand dollars; And being so found in arrears and indebted to said plaintiff the said defendant in consideration thereof afterwards took on the same day and year last aforesaid and at the place aforesaid he did take and then and there faithfully promised the said plaintiff to pay unto the said plaintiff the said sum of money last above mentioned when he the said defendant should be thereunto afterwards requested.

Yet the said defendant not regarding his said promise and undertakings but Contrary &c Although often requested so to do has not paid said plaintiff either of said sums of money above mentioned or any part thereof but he has hitherto wholly neglected and refused and still does neglect and refuse to the damage of said plaintiff of one thousand dollars and therefore brings this suit &c

W H Stauff
Plaintiff's attorney

Page 16. Copy of Testimony of W. A. Covert filed on

Feb 23 18

Chicago Sept 22 1860

Due Hewitt & Lyon or order five hundred & thirty three \$100 dollars on demand for value recd.

Signed Wm H Stafford,
Endorsed: "Hewitt & Lyon"
(also) Addressed to Lyon

Wm H Stafford

To Orange Fargo & Co

Dec 21/61

"To money lent and advanced	\$1000
"To money paid back out and expended	\$1000
"To money had and received to and for the use of said Hewitt & Lyon	\$1000
"To goods sold and merchandise sold and delivered	\$1000
"To labor and services,	\$1000
"To balance due on account stated,	\$1000

And afterwards took on the fifth day of February in the year last aforesaid said day being one of the days of the February Term of said Court the following among other proceedings were had & entered of record herein to wit,

Page 19, Orange Hays

or
John H. Stafford

This day again comes the parties to
the cause and do motion Robert Rave Attorney
for said defendant it is ordered that the rule
to plead herein be and it hereby extended
to coming up of the Court on Monday morning
next,

And thereupon afterwards which on the tenth
day of February in the year last of said said
defendant by his Counsel filed in the office
of the Clerk of said Court his pleas as aforesaid
which pleas were filed as aforesaid are in the
words & figures following to wit:

Superior Court of Chicago
Term A D 1864

John H. Stafford
ad.

Orange Hays

State of Illinois Cook County, ss

And the said
defendant by Robert Rave his Attorney comes

Page 20th

And defends the wrong and injury when he and Smith that he did not undertake or promise in manner and form as the said plaintiff hath above complained against him of this he puts himself upon the Country &c

And for a further plea in this behalf the said defendant by leave of the Court herefor this purpose first had and obtained according to the form of the statute in such cases made and provided says that the said plaintiff ought not to have or maintain his aforesaid action thereof against him because he says that the said note mentioned in said plaintiffs declaration was made and delivered by said defendant to one Henrietta A Lyon the payee of said note, and that at the time of the making and delivery of said note he said defendant to said Henrietta A Lyon said Henrietta A Lyon was married to one Addison Lyon, and at the time of the endorsement of said note mentioned in said plaintiffs declaration and at the time of the commencement of this suit said Henrietta A Lyon was still married to said Addison Lyon then and yet her husband who is still living dwells at the County of Cook and of this the said defendant is ready to verify wherefore he prays judgement of the said plaintiff

Page 2, ought to have or maintain his aforesaid action
thereof against him or

had for a further plea in this behalf the said
defendant by like leave of the Court herefor this
purpose first had and obtained according to the
form of the Statute in such cases made and provided
says that the said Plaintiff ought not to have
or maintain his aforesaid action thereof against
him because he says that the said note
mentioned in said plaintiffs declaration was
made and delivered to one Stewart A Lyon
the payee of said note without any consideration
whatsoever and at the time of the indorsement
of said note mentioned said plaintiff's declaration
and at the time of the commencement of this suit
said defendant never received any consideration
whatsoever for the making and delivery of said
note mentioned in said plaintiffs declaration
as aforesaid all of which said Plaintiff
knew and there had notice, to wit at the
County of Cook and of this said defendant
is ready to verify wherefore he prays judgment
of the said Plaintiff ought to have or maintain
his aforesaid action thereof against him or

Robert Roe

Atty for Deft

Page 22. State of Illinois
Cook County ss

Edward H. Stafford the
above named defendant maketh oath and
swears that the above pleas are true in
substance and fact

Sworn to before me
on this day of August
A.D. 1864.

And thereupon on the said tenth day of
March in the year last aforesaid said plaintiff
filed in the office of the Clerk of said Court his
certain demurrer which is in the the words and
figures following to wit:

Superior Court of Chicago

Orange Fox vs

Edward H. Stafford

And the said plaintiff as
to said plea of defendant by him secondly
above pleaded says that the same is not
sufficient in law to bar him self from
having & maintaining his aforesaid action
thereof against deft, & he is not bound by
law to answer the same. This plaintiff

Page 23. is ready to verify wherefore he prays judgment & his damages by reason of non performing of said promises and covenants & that in said declaration mentioned to be adjudged to him &c

H H Staaff
Plff's Atty.

Plff shows the following reasons for Remarres Among others, To wit.
said 2nd plea avers that said payee is married woman that one addresst by in is & was her husband & said amended declaration shows that said addresst by on endorsed said with said payee Henrietta A Lyon

H H Staaff

Plff's Atty.

And afterwards to wit on the twelfth day of March in the year last aforesaid said plaintiff filed in the office of the Clerk of said Court her certain note in words of figures following

Superior Court of Chicago

Craig Stang

H H Staaff

Robt Mac Leff's Atty.

Page 24. Please take notice that on Thursday
March 13/62 or as soon thereafter as Counsel
can be heard at 10 o'clock ^{AM} and before his
Honor Judge Goodrich I will call up the
demurrer to said defts 2nd plea & have
same disposed of by the Court.
Chicago March 12/62

Respect

W H Staff
Plffs Atty.

And thereupon afterwards, to wit on the
fourteenth day of March in the year last
aforesaid said day being one of the days of
the March Term of said Court the following
averages of the proceedings heard and
extent of record in said Court to wit.

Orange Hays

or

Applicant

W H Staff

Thursday again comes the parties to their cause
by their attorneys and Counsel being heard
upon the plaintiffs demurrer to second plea
of said defendant the Court overrules the demurrer
whereupon defendant withdraws his plea and
it is thereupon ordered that plaintiff have
leave to reply double to defendants third plea by

And thereupon afterwards to wit on the
Seventeenth day of March in the year last
aforesaid said plaintiff filed in the office of
the Clerk of said Court his certain Declaration
to defendant ~~re~~ & ~~the said~~ pleads in the words &
figures following to wit.

Superior Court of Chicago

Orange Hays

or
John A. Stafford

And said plaintiff as to said
first plea of said defendant wherein depen-
dant hath put himself upon the Country
doth to the like re.

And said plaintiff as to said plea of
said defendant by him thirdly above
pleaded to plaintiffs declaration by leave
of the Court here for that purpose first he
& obtained said that the said note in
said plaintiffs declaration mentioned was
not made & delivered to the said payee
thereof the said Stewart & by own petition
any consideration whatever as is by said
defendant's said third plea alleged but

Page 26.

On the contrary thereof said plaintiff saith
that said defendant did receive a valuable
consideration for the making & delivery of
said note in said plaintiff's declaration
mentioned at the time of the delivery
thereof by said defendant to said Kenneth
Whyon & this plaintiff prays may be
enquired of by the country &c
And defendant doth the like.

And for a further replication to said
defendants third plea by like leave
of the court for that purpose first had
& obtained plaintiff saith that plaintiff
by reason of any thing in that plea alleged
ought to be bound &c because he says that
said plaintiff neither at the time & place
in said third plea mentioned nor at any
other time nor place had notice that said
note in said declaration mentioned was
made or delivered to the said payee thereof
that said Kenneth Whyon or to any other
person without consideration therefore as is
by said defendant in said plea alleged
& this plaintiff prays may be enquired of
by the country &c

NH Hooff
Att'y.

Page 27. And defendant doth the like.

And thereupon afterwards to wit on the
Sixteenth day of October in the year last aforesaid
said day being one of the days of the October
Term 1862 of said Court the following amongst
other proceedings, went had and entered of
record in said Court to wit,

Orange Targe
or Appellant
Edw. Stafford

There came being this day called
for trial come and plaintiff by W. H. Stafford his
Attorney and said defendant by Robert H. Lee
his Attorney also comes and issues being joined
herein do ordered that a jury come whereupon
came the jury of good and lawful men to wit
W. H. Mitchell, Robert M. Madison, John Root, Lab
M. Hamman, John Tyler, David Meil, W. H. Monroe
W. H. Moss, Geo. Cook, Geo. Snow, W. H. Webb, and W. H. Whelan
who being duly elected tried and sworn to try
the issues joined herein as aforesaid after hearing
evidence arguments of counsel and instructions
of the Court, retire to consider of their verdict
and afterwards return to Court submit their
verdict and say no the jury find issues for

Page 28.

said Plaintiff and affixed her damages
herein against said Defendant to the sum of
Four hundred and seventy one dollars and
eighty three cents.

571-83
Therefore it is considered that said Plaintiff
doth and doth recover of and from said Defendant
her damages of Four hundred and seventy
one dollars and eighty three cents in force
as aforesaid by the jury heretofore found and
affixed and also her costs and charges
in this behalf expended and thereupon in
her favor.

And afterwards to wit on the twentieth day of
October in the year last aforesaid said day being
one of the days of the October Term of said Court the
following amongst other proceedings were had
to wit.

Oray Hays

or Motion to set aside Indict

John H. Stafford in Appraisal

This day comes said Defendant by Robert Hall
his Attorney and submits his motion supported
by affidavits to set aside the judgments heretofore
entered herein against him (to wit on the
Seventeenth day of October Instant).

And thereupon was filed the following stipulation on part of the plaintiff as follows
date of filing not given.

Superior Court of Chicago

Orange Hays

vs
Wm H Stafford.

It is hereby stipulated on the part of said plaintiff that the motion of defendant now pending in said cause to set aside the judgment rendered therein may be granted for argument & hearing to the next term of said court without prejudice to the rights of said defendant.

W H Stafford
Plff's atty
H Mac

att'y for deft.

And thereupon afterwards to wit on the twenty fourth day of October in the year last before said said day being as yet one of the days of the October Term of said Court the following among other proceedings were had and entered of record in said Court to wit

Craig Hays

or

Motion to vacate Judgt

Wm H Stafford

In Affirmat

This day comes Robert Hays Attorney
for said defendant and submits his motion to
set aside and vacate the judgment entered
upon the verdict of the jury rendered herein
on the 16th day of October instant which motion
is sustained by the Court, and it is ordered that the
judgment entered upon said verdict be and is
hereby set aside and vacated, and that the
verdict rendered by the jury herein as aforesaid
stand until the further order of the Court.

And afterwards took on the third day of
December, sixth year last aforesaid said
day being one of the days of the December Term
of said Court the following amongst other
proceedings heard & entered of record in
said Court to wit.

Craig Hays

or

Motion to set aside verdict

Wm H Stafford

vs Robert Hays

And now again comes the parties to this
case and defendant's motion to set
aside the verdict of the jury heretofore

readers herein at the October Term 1862 of said Court, and for a new trial coming up to be heard was argued by Counsel and the Court being fully advised it is considered that the Defendants motion be sustained, and it is ordered by the Court that the verdict of the jury as aforesaid be set aside, and that said Defendant be allowed a new trial in said Cause.

And the upon said Defendant moved the Court for leave to file additional pleas herein which is overruled by the Court and such leave denied.

And afterwards to wit on the 29th day of December in the year 1862 & last aforesaid was filed in the office of the Clerk of said Court by said Defendant the affidavit in this behalf intended & figures following, to wit.

Superior Court of Chicago
Term 1864

Orange Hays
or
Alfred L. Stafford

State of Illinois Cook County ss

Beuret Peters

Page 32.

being duly sworn deposes and says that he is
the authorized agent of John H. Stafford the
Defendant in the above case, that said Stafford
is absent from the city and state and that
said deponent knows that the pleas in the
above entitled cause are true in substance
and fact and that deponent believes that
said Stafford has a good defense upon the
merits.

Subscribed & sworn to Bennett Peters
before me Dec 4 1862

Thos Bleaslie clerk,

And afterwards taken on the Sixth day of
January in the year Eighteen hundred and
Sixty three said day being one of the days of
the January Term of said Court, 1863 the
following amongst other proceedings were had
and entered of record in said Court, to wit,

Orange Hays
or Applicant
John H. Stafford,

This cause being this day called for trial
came said plaintiff by John H. Stafford his attorney
and said defendant by Robert Ray his attorney
also comes and issues being joined herein

Page 33.

it is ordered that a jury come whereupon comes
the jury of good and lawful men to wit Lethen
Lesenden, Henry Mills, Benj Hall, Hatherland
Augustus Porter, N. Eversen, Howard Popp, Joel
Hood, Stephen Blisher, J. Clear, Henry Hatch
and James Littlewood, who being duly sworn
tried and sworn to try the issues joined herein
as officials after hearing evidence arguments
of counsel and the instructions of the court
retire to consider of their verdict and the
hour of adjournment having arrived it is
ordered upon agreement of parties that
when the jury shall have agreed upon a
verdict they shall reduce the same to writing
sign and seal the same and afterwards
separate and meet the court tomorrow morning

Page 34.

And afterwards took on the Seventh day of January in the year last aforesaid said day being still of the January Term 1863 of said Court the following amongst other proceedings were had to wit of record in said Court that

Orange Hays.

vs
H. H. Stafford

That day comes again the parties both came by their attorneys and the jury empanelled herein on yesterday for the trial of said cause also come and submit their verdict and say the jury find in favor of said plaintiff and are of the opinion that damages herein against said defendant to the sum of Six hundred and six dollars and forty nine cents.

And thereupon said plaintiff returns the sum of twenty seven dollars and twenty eight cents upon said verdict of the jury.

And thereupon said defendant submits his motion herein for a new trial in said cause,

And afterwards took on the Ninth day of January 1863 said defendant filed in the office of the Clerk of said Court his reasons for a new trial in said cause in

Page 35. Undersigned figures following to wit:

State of Illinois
Cook County

Superior Court of Chicago
Jan 5 term 1863

Orange Hays
vs
Wm H Stafford.

Plaintiff grounds for new
trial in this cause

- 1 The verdict in this cause is contrary to evidence.
- 2 Because for variance between the note declared on and the one offered in evidence at the trial hereof.
- 3 Because the Court erred in overruling defendant's objection entered to exclude the note produced and offered in evidence at the trial hereof.
- 4 The Court erred in permitting Plaintiff Nitram Addison Lyon called by Defendant and rendered competent for a limited and specific purpose to wit, to prove the terms of endorsement of said note to Plaintiff to be cross examined by Plaintiff generally

5 The Court erred in excluding dependants 2^d 3^d and 4th instructions and was not permitting the same to be read or go to the Jury.

6. The Court erred in instructing and allowing the jury after they had found their verdict, and after their said verdict had been opened and published in open Court to again return and find another and different verdict in form and substance.

Robert Rae

Deft's Attorney,

And thereupon afterwards writit on the twenty fourth day of January in this year last aforesaid said day being still one of the days of the January Term of said Court 1863 The following amongst other proceedings were had and entered of record in said Court to wit

Orange Fargo

or

for new trial

John H. Stafford in Appurpait

And now at this day again comes said plaintiff by H. H. Stauff his Attorney and the said Defendant by Robert Rae

his attorney also comes, and this cause coming
 on now to be heard, upon the motion of said
 defendant heretofore submitted herein on the
 Seventh day of January A.D. 1863 for a new trial
 in said cause, and counsel being heard thereon
 and the Court being fully advised in the premises
 it is considered by the Court, that the motion of
 said defendant, for a new trial be and is
 hereby overruled, and that a new trial be refused
 to said defendant in said cause, and thereupon
 said defendant moves the Court in arrest of
 judgment on the verdict rendered by the jury
 herein as aforesaid, and counsel being heard thereon
 and the Court being fully advised in the premises
 it is considered by the Court, that the motion
 of said defendant in arrest of judgment on said
 verdict be and is hereby overruled, to which
 ruling of the Court in overruling her said motion
 for a new trial and to the ruling of the Court
 in overruling her said motion in arrest of
 judgment the said defendant then and there
 assents and thereupon waives his exceptions.

Wherefore said Plaintiff ought now to have
 judgment entered herein against said defendant
 for his damages rendered by the jury herein as
 aforesaid the sum of twenty seven dollars and
 twenty eight cents, remitted by him upon the
 verdict as aforesaid being the sum of five hundred

Page 38.

and Seventy nine dollars and twenty one cents

Feb. 149
27.28
1579.21
Therefore it is considered that said Plaintiff do have and recover of and from the said Defendant his damages of Five hundred and Seventy nine dollars and twenty one cents in full as aforesaid by the jury here found and assessed together with his costs and charges in this behalf expended and thereupon therefor.

And thereupon said Defendant having entered his exceptions pray an appeal herein to the Supreme Court of the State of Illinois. Which is allowed to him upon the conditions that he file his bond in thirty days in the penalty of One thousand dollars with security to be approved by one of the Judges of this Court, and that he file his bill of exceptions within the like term of thirty days

And thereupon to wit in the seventeenth day of February A D 1863 said Defendant filed in the office of the Clerk of said Superior Court of Chicago his bill of exceptions in the words and figures following to wit,

Be it remembered that on the sixth day of the month of January in the year of our Lord one thousand eight hundred & sixty three the same being a day of jurisdiction of the said Court, and one of the term days of the general Term for the month of January A D 1863 in open Court before his Honor New W Higgins and in presence of the officers of the said Court and a jury then and there empanelled to try the issues in this cause then and there pending between the said Orange Hays the then Plaintiff, and the said John F Stafford the then Defendant, for trial, the said Plaintiff by his counsel to maintain the issue on his Plaintiffs part, then and there produced and offered to read in evidence at said trial a certain note or instrument of writing, which was and is in words and figures substantially as follows to wit,

533⁴⁸

"Chicago Sept 23, 1860"

Due Harrietta A Lyon or order five hundred

Page 40. & thirty three \$100 dollars on demand for value received,

(signed) "John F. Stafford,"

On the back of said note or instrument were written the following endorsements to wit,

(signed) "Henrietta A. Lyon"

(signed) "Addison P. Lyon"

At the reading and receiving in evidence in said cause of the said or instrument the defendant by his counsel then and there objected on the ground 1) for variance of the said note or instrument from the declaration herein, 2, because the note when made was made and given to the said Henrietta A. Lyon (the said Henrietta A. Lyon at the making and delivery of the said note to her was and still is the wife of the said Addison P. Lyon (seems correct for the use and benefit of, and in trust for said Addison P. Lyon her said husband, and therefore not assignable by the said Henrietta A. Lyon seems correct and true of the said note for the said Addison P. Lyon her said husband, and not assignable by said Addison P. Lyon being "cestui que trust" the legal title of said note not being vested in him the said Addison P. Lyon, which objection of defendant's counsel the Court then and there overruled and received the said note in evidence and permitted the same to be read to the said jury, which was accordingly done, to the decision and overruling

Page 41. by the said Court of defendants said objection
and to the permitting the said note or instrument
to be read in evidence in said cause to said jury
the defendant by his Counsel then and there duly
excepted, Whereupon Plaintiffs Counsel read
the said instrument of writing to said jury as
as aforesaid and rested the issue on this part.

Whereupon Defendant's Counsel to maintain
the issue on this part called as witness the said
Addison A Lyon for this single purpose of proving
by said Lyon that said or instrument was endorsed
by him the said Lyon after the commencement of
this suit herein and asked witness the following
question, "State when you endorsed this note
(giving witness said note) whether it was before
or after the commencement of this suit," to this
interrogatory witness replied "I do not remember
my impression is I endorsed it before the commencement
of this suit, Defendants Counsel then asked witness
if he witness endorsed the said note at the time
his said wife Sterrett A Lyon endorsed the same
Whereupon witness stated that he endorsed said
note after his said wife endorsed said note
that he endorsed said note about one week
after endorsement by his wife was made. The
witness was thereupon cross examined by
Plaintiffs Counsel who asked witness the following
question state to the jury whether your wife said

The money to defendant Stafford represented in this note, & Defendants Counsel to witness answering the said question the Court overruled Defendants objection and permitted witness to answer the said question. To which decision of the Court overruling Defendants said objection Defendants Counsel then and there accepted, the said witness then answered as follows, she did not & paid it for her

Thereupon Plaintiffs Counsel asked said witness the following question, state whether Stafford paid the money to you yourself or any other person in your knowledge? to the answering of this question Defendants Counsel also then and there objected & the Court overruled Defendants objection and allowed witness to answer the said question to which ruling of the Court Defendants by his Counsel then and there accepted, the witness replied as follows "has not"

Defendant thereupon called J. W. Nauff Plaintiff Attorney in said cause as his witness and asked him the following question: state on oath to Court and jury whether you did not add the name of Addie A. Lyon to the fac simile of this note appended to the original Declaration in this cause after I had put in my plea? witness replied, the papers on file will show for themselves. Whereupon Defendants Counsel said to witness answer my question Sir witness

Page #3.

replied I will not answer it, Whereupon the Court required witnesses to answer the question but no witness thereupon replied I have no recollection that I have"

Robert Rae Counsel for defendant then testified as follows, This is the first Declaration filed in this cause (showing it) to which is attached a fac simile of this note (showing note in question) and I know the name of Addison & Lyon was not put to the fac simile of this note attached to this Declaration at the time the same was filed the name of Addison & Lyon was put to it (the fac simile) after this suit had commenced and after Plaintiff obtained leave of Court to amend this declaration?

Benett Peters was thereupon called by Defendant, who testified "was present at a conversation between Addison & Lyon and John H. Stafford, their interview and conversation was in reference to their entering into business together, Stafford and Lyon were going into the liquor business, Stafford put in all the money, Lyon none Lyon was insolvent at that time, and in debt so that he could not hold any property in his own name, Lyon became Stafford's partner, but was known publicly as agent for the their firm Lyon was to be known as agent on account

of his insolvency for his own security and at his own request, Stafford required of Lyon that he should put some collaterals into his Stafford hands to secure him against loss in the said business as against Addison P Lyon, Lyon agreed to that and placed some chattels into Stafford's possession of the value of about five hundred dollars, Lyon desired to have some evidence of the receipt of the collaterals placed in Stafford's possession and requested Stafford to give him Stafford's note to Henrietta P Lyon said Lyon's wife to protect him said Lyon against his creditors as he Lyon could not hold any property in the said collaterals or the proceeds thereof of which the said note was evidence were only to be paid to said Henrietta P Lyon for the use of her said husband at the dissolution of their partnership if no losses to that extent had been sustained by said Stafford by reason of the said Lyon not making good his share to said Stafford of the general partnership loss. No money passed between said Stafford and Lyon when this note was given the note has never been presented to Stafford for payment, and no demand has ever been made of said note on said Stafford Lyon owes Stafford about fourteen hundred dollars being Lyon's share of the losses

Page 45. I and said partnership business, by
left the concern before suit was brought on
said note; on the evening of the day after by
left the concern I was present at a
Conversation between said Stafford and by
by acknowledged a loss and debt to
Stafford by reason of losses in said partnership
business to the amount of that note; by
left June 10 1861, this conversation was the
evening following.
Witness was then cross examined by Plaintiffs
Counsel and testified, Adeline P. by was
a member of the firm of Bennett Peters & Co
by proposed to go into the sugar business
Stafford took securities or collaterals to
indemnify himself against loss from by
the note was given afterwards probably two
months after, I never saw this note; by
acknowledged the note; there was only one note
and that was made to Bennett & Co by
(the wife of said by) by was a member
of the firm I also was a member of the same
firm The firm consisted of John H. Stafford
Adeline P. by and myself, I was not
interested in the event of this suit, if suit
goes against Stafford he has to pay it himself
the arrangement was a private one between
Stafford and by it did not affect me any

Page 46. I was not to be benefitted or prejudiced by it;

Plaintiffs Counsel here produced a Circular of the firm of Blunett Peters & Co in which Circular said Lyon was held out to the public as the agent of the firm and reads it to the Jury. A copy of which Circular is hereto annexed marked A, produces also a copy of the Chicago Tribune which contains a notice a copy of which said notice is hereto annexed marked B, also a card, a copy of which card is hereto annexed marked C, notice of dissolution of the relation of Agent & Principal & a revocation of Authority, of the said firm in which Lyon appears as agent of said firm and reads it to the jury. Witnesses stated that these Cards & Circulars were the Cards & Circulars of the firm.

Witness was then examined by Court and testified as follows, Our stock amounted to twenty five thousand dollars Lyon was in the Company about eleven months, we lost about seventeen hundred dollars during said eleven months.

Witness then cross examined by plaintiffs Counsel testified, there was a dissolution of the partnership, Jan 40 1861.

Witness was then again examined by Court and testified as follows, Lyon drew out seven hundred dollars in cash more than he was

entitled to, Lyon received no salary, our books showed that Lyon was to receive fifty dollars a month salary as agent which entry was made to protect Lyon against his Creditors and At his own request"

Here defendant closed his case and rested

Thereupon in his argument to the jury Plaintiff's Counsel asked the jury to give him a verdict for the amount of said note with interest thereon at six per cent from the commencement of said suit.

After arguments of Counsel to the jury the Defendant by his Counsel then and there asked the Court to give and have read to said jury the several instructions following to wit:

1 If the Jury believe from the evidence that the note sued on in this case was not endorsed by Addisont Lyon before the commencement of this suit though endorsed afterwards the verdict must be for defendant.

2 If the Jury believe from the evidence that the note in this case sued on was with Addisont Lyon's endorsement assigned to the Plaintiff with notice to the Plaintiff of the equities existing between said Kenneth A Lyon and said Addisont Lyon her husband, and the Defendant, and if

Page 48. The jury believe that there equities are sufficient
to defeat a recovery on the note by said
Merritt & Lyon, and her husband against
the defendant then their verdict must be for
defendant.

3 If the jury believe from the evidence that
the note in this case sued on was given by
said Stafford to said Merritt & Lyon for
their use and benefit of the said Addie &
Lyon and for no other use and that defendant
bound himself to pay only Merritt & Lyon
for the use and benefit of her said husband
then the plaintiff in this case cannot recover
if he said plaintiff had notice of these
facts at the time of the endorsement to him
of this note then their verdict must be for
defendant.

4 If the jury believe from the evidence
that the note in this case sued on was
given by said defendant to said Merritt &
Lyon and her husband or either of them
simply as evidence of money received from her
or her said husband or both of them to be
held as collateral security for the indemnifi-
cation of the defendant against any loss
on or on account of a certain business
transaction with said Lyon and said Stafford
and for no other consideration, and that

Page 49. said defendant had been damaged to the amount of said note and interest on account of said business against which said money was held by defendant as security and that said plaintiff at the time when said note was assigned to him by said Addison P. Lyon knew of these facts and that the amount of said damage continued to said defendant on or on account of said business against which said money was held by said defendant as collateral security at the time when said note fell due afterwards and now then their verdict must be for defendant.

The first of which said instructions the Court gave and read to the jury, but refused to give and read or have read to the jury the 2nd 3rd and 4th of the aforesaid instructions to the opinion and ruling of the Court is not given and allowing to go to the jury the said 2nd 3rd & 4th instructions defendant by his Counsel then and there fully excepted

And thereupon it being now late in the afternoon of said herein day the Court with the consent of Counsel on both sides instructed the jury that they might find their verdict right and seal the same and return it in Court the next day then

following, Whereupon the said jury retired to deliberate upon their verdict, and did on the said day in the evening of said day find their verdict, did sign and seal the same and thereupon they the said jury separated.

On the following day that is to say on the Seventh day of January A D 1863 the said jury being present in open Court the Court requested the Clerk of said Court to open and publish the said verdict by said jury in said cause found,

And thereupon the said Clerk opened the said verdict read and published the same in open Court which was as follows, "Notwithstanding the jury find for the plaintiff the amount of the note with interest thereon from the Commencement of the suit" which said verdict was duly signed by said Jurors,

And thereupon after the said verdict had been so opened & published at the order of the said Court in open Court, the Court upon his own suggestion instructed the said jury further in substance as follows the jury will find their verdict for the amount of said note in Dollars and Cents with interest thereon from its date and also for his damages at the amount so found due Defendant by his Counsel accepted to the said instructions of

Page 51.

the said Court for the reason that Plaintiffs
Council had only asked the jury for interest
from the commencement of the suit, the Court
thereupon withdrew his said instruction,

And thereupon the said jury returned
for a second time to find their ^{said} verdict and
shortly thereafter returned into Court and
announced that they had agreed upon
their verdict, whereupon the Court ordered
the said clerk to receive open and publish
their said verdict which was done the
verdict then being, we the jury find
for the Plaintiff and assess his damages
at \$600 49/100 Plaintiffs attorney thereupon
entered a remittitur of \$27 28/100 damages being
the amount of interest by said jury found
from the date of said note to the commencement of
said suit.

And this being all the evidence and proceedings
in said cause that were offered and transpired
at the said trial thereof that were material
to the issues of said cause, this defendant
prays the honorable Court that this bill
with all its exceptions therein noted may
be by said Court signed and sealed, which is
accordingly done

Wm H Higgins Seal B
Judge

And afterwards took on the thirteenth day of April in this year Eighteen hundred and sixty three the said defendant filed in the office of the Clerk of said Superior Court of Chicago his certain appeal bond in the words and figures following to wit,

Know all men by these presents that we John H. Stafford and Richard McCleavey of the City of Chicago and of the County of Cook and State of Illinois, as Surety and firmly bound unto Orange Fargo also of the same County and State in the penal sum of One thousand 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 firmly by these presents Witness our hands and seals this 25th day of February A.D. 1863.

The Condition of the above obligation is such that whereas the said Orange Fargo did on the 7th day of January A.D. 1863 in the Superior Court of Chicago and for the County of Cook and State of Illinois and of the January Term thereof A.D. 1863 receive a judgment against the above bounden John H. Stafford for the sum of

Page 53. Five hundred seventy nine 24/100 dollars
besides costs of suit, from which said judgment
of the said Superior Court of Chicago the said
John H. Stafford has prayed for and obtained
an appeal to the Supreme Court of said state.

Now therefore if the said John H. Stafford
shall duly prosecute his said appeal with
effect and moreover pay the amount of the
judgment costs interest and damages rendered
and to be rendered against him in said the
said judgment shall be affirmed in said
Supreme Court, then the above obligations
to be void otherwise to remain in full force
and virtue.

Approved by me
this 13th day of
April A.D. 1863

John H. Stafford *Seal*
Rich^d M. Cleary *Seal*

Wm H. Hyatt Judge

Page 54.

State of Illinois
Cook County

I Thomas W. Carter Clerk
of the Superior Court of Chicago in said County
of Cook, do hereby certify that the within
and foregoing is a full true and correct
transcript of all the papers on file and also
of all orders and proceedings had and entered
of record in said cases

In Testimony Whereof I have
hereunto set my hand and affixed the
Seal of said Superior Court
of Chicago in said Cook County
at the City of Chicago on the
Thirtieth day of June 1863
Thomas W. Carter Clerk



Supreme Court of Illinois. Third Grand
Division. April Term 1864.

John F. Stafford
is Plaintiff in Error
Orange Fargo Defendant in Error

And now comes the said John F. Stafford, plaintiff in error, and says that in the record and proceedings aforesaid, there is manifest error, and assigns to the Court here the following errors therein:

1. The Court below erred in admitting the note herein to be received as evidence under the special count.
2. The Court below erred in permitting plaintiff's witness, Addison P. Lyon, called by defendant, and rendered competent only for a limited and specific purpose, to wit to prove the time of endorsement of said note to plaintiff, to be cross-examined by plaintiff generally.
3. The Court below erred in excluding defendant's

2nd, 3rd and 4th instructions from being read to the jury.

4. The Court below erred in instructing & allowing the jury, after they had found their verdict and separated, and after their said verdict had been opened and published in Court, to again retire and find another and different verdict in form and substance.

5. The Court below erred in overruling defendant's motion for a new trial.

6. The Court below erred in overruling defendant's motion in arrest of judgment.

7. The Verdict is contrary to law and evidence.

8. For other material errors in the record of this Cause.

Robert R. Coe
Lorris Umlauf
Attorneys for Plaintiff in Error

The Wit of Error in this Cause will be
Waive a Reference as on the Plaintiff
in error executing a bond in the
penalty of one thousand Dollars
with Bennett Richter and Elias
Pratt his Securities and is kind
according to law. July 21. 1863

Sidney Beece
Just. Sup. Court

John H. Stafford
Orange Fargo
Record &
Errors-

Filed July 25, 1863.
L. Deland
Clk.