

14637

No. \_\_\_\_\_

# Supreme Court of Illinois

Lemon

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vs.

Stevenson

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71641  7

STATE OF ILLINOIS,  
SUPREME COURT,  
THIRD GRAND DIVISION.

No. 151

J. W. Middleton & Co., Stationers, 126 Lake St.

*Lemon*

*W*

*Stevens*

*1864*

*Peady*



# SUPREME COURT OF ILLINOIS:

THIRD GRAND DIVISION.

April Term, A. D. 1864.

2  
GEO. C. LEMON, Sen. and  
ZENOS HARTLEY and  
AZON CAPRON, Appellants  
vs.  
ADLAI E. STEVENSON,

APPEAL FROM LASALLE.

## ABSTRACT OF RECORD.

8 Declaration in assumpsit upon this note and common counts.

14 Enclosed, "Pay to the order of Adlai E. Stevenson,"

GEO. C. LEMON, Jr.

18. Pleas of Defendants.

1st. General issue.

2d. Special plea. All causes of action are said note. Note was endorsed to plaintiff after maturity : is still property of Pierce Brothers and Flanders, and is endorsed to plaintiff for collection only. Plaintiff has no other interest therein. Nominally payable to said George C. Lemon, jr.,

but for the express purpose of paying same over to Pierce Brothers and Flanders, in payment

91

in payment of said note and other indebtedness of defendants to said firm and take the same at such price as the same should bring in Boston August 1st thereafter, deducting the expenses and charges of transportation, &c. defendant Lemon delivered said 10000 bushells of corn, in payment of said note, indebtedness, at the price aforesaid. Said corn in said market August 1st was worth 70 cents per bushel, after paying said expenses, would net \$7000 more than enough to pay all said indebtedness, wherefore said note is fully paid.

19—20 3. Special plea, ordinary plea of sett off with the same averments as to cause of action and ownership of note as second plea.

21 Replications.

Issue on first plea.

25 To second plea plaintiff replies that said note has not been paid.

24 Replications to 3d plea.

1st. Said Pierce, Brother and Flanders were not indebted to debts.

2d. Replication to 3d plea. Pierce Brothers and Flandeas, at the maturity of said note were not and are not now the owners thereof.

3. Replication to 3d plea, at the commencement of this suit said note was and now is property of plaintiff.

22 Additional plea, (No. 4.)

Same averments as other special pleas relative to the cause of action, ownership of note and and corn contract, and proceeds.

Said firm shall receive said corn



6 Demurrer to above plea sustained.

28 June 18, 1863, leave to fill additional pleas.

29 5 Additional plea. All the causes of action are said note, said note with others was drawn for the purpose of being immediately endorsed and handed over by the said George C. Lemon, jr. payee thereof, to Pierce, Brother and Flanders, in a payment of a stock of goods, purchased of them and by express previous agreement with said firm for that purpose, and was so endorsed and delivered to them at that date, and they were holders and owners of the same until long after maturity, and in the month of May, 1862, said firm contracted to receive of said defendants, 10000 bushels of corn and transport the same to Boston, and there store the same until Aug. 1st, 1862, then sell the same for the highest price it would bring in Boston market, apply the proceeds in payment of said notes including that on which this suit is brought, after deducting expenses of transportation and storage ; said corn in pursuance of said agreement was delivered to said firm, but said firm refusing to keep said contract, sold said corn at other places than Boston, prior to said first day of August, to-wit, in June or July of said year, at \$1600 less than it would have brought at Boston, on said 1st day of August, and applied the proceeds to the payment of the other indebtedness, leaving this note unpaid. Said corn, August 1st, would have sold at Boston for more than enough over and above charges and expenses to have paid the whole of said indebtedness, including said note, wherefore defendants have sustained damages to said sum of \$1600. Plaintiff holds note for collection only, not as owner, but the same is still property of said firm.

6 Additional plea. Substantially the same as last plea.

38-34 Demurrer to 5 & 6. Additional pleas sustained.

35 Nov. 6 1863. Jury waived trial by the Court.

Judgment for plaintiff, \$938 18-100.

Motion for new trial ; overruled, and exception.

Appeal allowed and Bond filed.

**ERRORS ASSIGNED.**

- 1st. In sustaining demurrer to fourth, fifth and sixth pleas, (additional pleas.)
- 2d. In overruling motion for new trial,
- 3d. In giving judgment for plaintiff.
- 4th. In admitting improper testimony.

**LELAND & BLANCHARD,**

Attorneys for Appellant.



151 101

George & Sumner  
Et al

As

Hollai & Stevenson

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Abstract

Filed April 18. 1864  
L Leland clk

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM THEREOF, A. D. 1864.

GEORGE C. LEMON *et al.*,  
Appellants,  
*vs.*  
ADLAI E. STEVENSON,  
Appellee. } *Appeal from La Salle.*

The only questions in this case arise on the demurrer sustained to 4th and 5th pleas.

I.

Admitting that the Court erred in sustaining demurrer, still this Court will not reverse the judgment, for the reason that the defence set out in those pleas could have been given in evidence under the third plea; the only difference between them and the third plea being, that it concluded properly as a plea of payment, and the 4th and 5th improperly as a plea of set off.

Williams vs. Reil, 20 Ill. 147.  
Curtis vs. Martin, 20 Ill. 571.  
Parmelee vs. Fisher, Ill. 212.

## II.

The pleas were bad as pleas of set-off, for want of an averment that the damages, or indebtedness, offered to be set-off, were due and owing from said firm to defendants at the time of the commencement of the suit.



## III.

If the transaction amounted to a plea of payment, it might and ought to have been so pleaded; but the damages were not a proper set-off.

A—The contract, out of the violation of which the damages were suffered, was a separate contract with defendant Lemon, and not joint, and the damages are due him alone.

B—Could appellees bring a joint action for the damages? and if not, then they can not set them off when sued jointly. If they could do so, they could recover the balance in their favor, if any should be found, which is clearly not the law.

## IV.

The 4th plea is bad. It shows on its face that the contract made by Baldwin was unauthorized by his principals, he being their agent for collection merely, and is not the contract of the firm.

## V.

The pleas attempt to set-off unliquidated damages, arising out of a breach of a distinct contract, made long after the original contract out of which the action grew, and between different parties, to wit: the endorsee of the note and one of the makers.

*Hawks vs. Sands, 3 Gil. 227.*

A. E. STEVENSON AND  
T. M. SHAW,  
*Defendant's Attorneys.*

G. C. Simon & Co

As

to

A. E. Stephenson

Depts Brief

Filed May 2, 1864

L. L. Smith & Co

The first question which is presented to the mind is, whether the contract is one which is capable of being enforced by law. It is not necessary to say that the contract is one which is capable of being enforced by law, but it is necessary to say that the contract is one which is capable of being enforced by law. The contract is one which is capable of being enforced by law, and it is not necessary to say that the contract is one which is capable of being enforced by law.

The second question which is presented to the mind is, whether the contract is one which is capable of being enforced by law. It is not necessary to say that the contract is one which is capable of being enforced by law, but it is necessary to say that the contract is one which is capable of being enforced by law. The contract is one which is capable of being enforced by law, and it is not necessary to say that the contract is one which is capable of being enforced by law.

The third question which is presented to the mind is, whether the contract is one which is capable of being enforced by law. It is not necessary to say that the contract is one which is capable of being enforced by law, but it is necessary to say that the contract is one which is capable of being enforced by law. The contract is one which is capable of being enforced by law, and it is not necessary to say that the contract is one which is capable of being enforced by law.

The fourth question which is presented to the mind is, whether the contract is one which is capable of being enforced by law. It is not necessary to say that the contract is one which is capable of being enforced by law, but it is necessary to say that the contract is one which is capable of being enforced by law. The contract is one which is capable of being enforced by law, and it is not necessary to say that the contract is one which is capable of being enforced by law.



# SUPREME COURT OF ILLINOIS:

THIRD GRAND DIVISION.

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**April Term, A. D. 1864.**

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GEORGE C. LEMON, *et. al.*, }  
                                          *vs.* } 151 Error to LaSalle.  
ADLAI E. STEVENSON. }

GEORGE C. LEMON, *et. als.* }  
                                          *vs.* } 151 Error to LaSalle.  
HEMAN BALDWIN. }

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For brevity we print one brief for both causes. We thought there might be a point in No. 152, not in No. 151, but we are afraid that the decision in the 28th Ill. 216, together with the influence of those other courts upon your Honors will cause it to be considered that the witness, Lemon, had an interest in the question whether he had an interest in the suit. It looks, however, a good deal like begging the question that he is interested in the event of the suit in order to hold him to be interested in the question whether he is interested in the event. It seems to us that it would be as well to let a witness so situated go for what he is worth on the preliminary question, but the law does not appear to be so written and we will not press a point unless we think it a fairly debatable one.

The only point common to both cases is the sustaining a demurrer to pleas in each case in substance the same. We select the 5th plea on No. 151. (Record p. 29.) For the one like it in No. 152, see Record p. 24. The gist of these pleas is this: A owes B on a note and furnishes him with corn to be sold in Boston on the 1st of Aug., 1852, the price then and there to be allowed on the note. B sells another at time and place for a price,

which, being applied, leaves a balance due on the note when a sale at the agreed time and place would have produced money enough to have paid the note in full. The difference between what the corn did bring and what it would have brought is claimed as damages for a breach of the contract, to sell at Boston, Aug. 1, 1862.

The ground upon which the defence was disallowed below was that it was unliquidated damages for the recovery of which a separate action was necessary.

We think the damages, though unliquidated, are so intimately connected with the plff's cause of action that the principle of the cases in our court is applicable and that the set off should have been allowed.

1 Scam. 462.

1 Gilm. 15.

5 Gilm. 273.

3 Scam. 298.

3 Gilm. 227.

But it may be said on the other side that whatever the damages amount to is so much money paid on the note and payment is admissible under the general issue or under another plea in which the damages are called payments of the note.

If the corn had been sold Aug. 1, '62, for what it *would have* then brought the note *would have* been paid, but the corn was not sold *then* and the note *was not* paid.

It is for the unliquidated damages caused by the breach of the contract to sell then and there that we plead. Unliquidated damages growing out of a breach of contract might always be called payment in whole or in part if it be allowable to so call them in this case. Suppose the consideration of this note was the sale of a horse, warranted sound, could the damages be properly called payment so as to come in under a plea of payment or under the general issue. Damages of this character cannot be called with propriety, payment. It is a misnomer. The special plea was necessary or evidence offered would have been excluded.

LELAND & BLANCHARD,  
For Appellants.



151 101  
G. C. Sumner et al  
vs  
A. C. Stevens

*Appellants brief*

*Filed April 28. 1864*  
*J. Leonard Orr*

LELAND & BRANCHARD  
For Appellants

existence of such would have been excluded.  
brief payment. It is a misnomer. The special plea was necessary on  
the general issue. Instances of this character cannot be called with true  
propriety called payment so as to make it subject to a plea of payment or set-off.  
The note was the sale of a horse, warranted sound, and the charges for  
it were added thereto. It was not a loan, and the payment of  
of a branch of contract might always be made by payment in whole or in part  
to and from any other party as by bill of exchange. The charges for  
it is for the multiplied purchase of a horse, and the charges for  
the note were not paid.  
If the court had been told that the note was not paid, it would have been  
no such money paid on the note, and the charges for it would have been  
out it may be said on the other side, that the charges for it were not paid.  
applicable and that the set-off should have been allowed.  
with the bill a cause of action that the principle of the case in our court is  
the same. The charges for the multiplied purchase were so intimately connected  
in causality.  
multiplied purchase for the recovery of which a separate action was  
The ground upon which the set-off was disallowed before was that it was  
not at Boston, Aug. 1, 1863.  
which have passed, is claimed as charges for a portion of the contract, to  
make it full. The difference between what the court did find and what it  
sawed time and there would have been no money enough to have paid the  
which points applied, leaves a balance due on the note when it was at the

State of Illinois  
Third Grand Division

Supreme Court -

April Term 1863

George C. Lemon

et al Appellants } Off.

vs  
Adair E. Stevenson

} from  
Lewell

Appellee

And now comes said  
Appellee and moves the  
Court to dismiss the  
Appeal in this case for the  
want of a sufficient and  
proper Appeal Bond herein  
by Stevenson for &  
Bang Shaw Atty.

And for objection to said bond  
herein appellee shows that  
the judgment appealed from was  
rendered on the 6<sup>th</sup> day of Nov.  
1863, and the judgment from  
which the appeal was taken  
as recited in Bond was  
rendered on the 7<sup>th</sup> day of  
Nov. 1863

Stevenson

Bang Shaw  
Atty.



157 101

Geo L. Lannon *et al*

vs.

Hellai & Stevenson

Motion to dismiss

appeal

Filed April 19, 1864  
J. L. Lannon

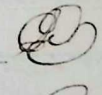


Know all men by these presents that  
we George C. Lerron Senior, Genos  
Hartly and Azor Capron as ~~securities~~  
principals and William C. Buckingham  
as security are held and firmly bound  
unto Adlai E. Stevenson all of the County  
of Woodford in the State of Illinois in  
the penal sum of twenty five hundred  
dollars for the payment of which well  
and truly to be made we bind ourselves  
and each of our heirs Administrators  
and Executors jointly by these presents  
witness our hands and seals this 25<sup>th</sup>  
day of April 1864

Twenty fifth - The condition of the above  
obligation is such that whereas the above  
named Adlai E. Stevenson did on the  
fifth day of November A.D. 1863 the same  
being one of the days of the November Term  
of LaSalle County Circuit Court  
by the consideration and judgment of said  
Court recover a judgment against the  
above bounden George C. Lerron  
Senior, Genos Hartly and Azor Capron  
for the sum of Nine hundred and thirty  
eight dollars and eighteen cents and  
costs of suit from which judgment  
said Lerron Hartly and Capron have  
prayed an appeal to the Supreme Court of



the State of Illinois,  
and whereas said Lemmon, Hartley and  
Capron did on the twenty first day of  
November A.D., 1863, file in the office  
of the Clerk of said Court their appeal  
dated November twentieth A.D., 1863  
Executed by said Lemmon, Hartley and  
Capron as principals and said Bucking-  
ham as security which said appeal  
bond is defective in this, that it recites  
said judgment to have been rendered  
on the seventh when it should have  
been on the sixth of November A.D., 1863  
and this bond is executed as an amended  
bond to perfect said appeal  
Now if the said George. C. Lemmon  
James Hartley and Agor Capron shall  
their said appeal with effect and  
without delay and shall pay whatever  
judgment may be rendered against them  
or either of them upon a trial or dismissal  
said appeal then this obligation to be  
void otherwise to remain in full  
force and effect

George C. Lemmon sen.   
James Hartley   
A. Capron   
W. C. Buckingham 



161 101

George C. Leman  
Genos Hartley &  
A. M. Capron  
vs

Adlai E. Stevenson

A amended appeal  
Bond

Filed April 26, 1864  
L. Deland  
Clerk



State of Illinois }  
Safall County } S.S. Pleas before the  
Honorable Madison  
E. Hollister the Judge  
of the Ninth Judicial Circuit of the  
State of Illinois, and the Presiding Judge  
of the Safall County Circuit Court, at  
a Term of Said Court, commenced and  
held at the Court House in Ottawa in Said  
County on Monday the Eighth day of June  
AD 1863, the Same being the Second Monday  
in Said Month of June, and of the year of  
the Independence of the United States of  
America the Eighty Seventh.

Present, The Honorable Madison E.  
Hollister Presiding Judge  
Abelmont Moore Clerk  
David P. Jones States Attorney  
Wm R. Milligan Sheriff.

Be it remembered that, heretofore Do  
Stat: On the 29<sup>th</sup> day of May AD 1863, the  
following <sup>transcript</sup> records, and papers, were filed  
in the office of the Clerk of the Circuit  
Court of Safall County, having been re-  
ceived from the Clerk of the Woodford County  
Circuit Court, by Change of Venue, from  
Said Woodford County, <sup>Circuit Court</sup> to Safall County  
Circuit Court, and Said Transcript and papers,



are in the words and Figures following  
So It is:

(Transcript)

" Transcript of the Proceedings at the April  
Term AD 1863, of the Woodford County, Circuit  
Court wherein Adlai E. Stevenson is Plai-  
ntiff, and George C. Leemon, Sen<sup>r</sup>, Benas Huntley  
and Azor Capron are defendants.

United States of America }

State of Illinois } S.

Woodford County }

At a regular term  
of the Circuit Court of  
the Twenty Third Judicial Circuit of the State  
of Illinois, began and held at the Town of Meta-  
mora, within and for the County of Woodford  
on the thirteenth day of April, in the year  
of our Lord, One Thousand Eight Hundred  
and Sixty Three

Present the Honorable Samuel L. Richmond Judge

James D. Perry Clerk

Louis H. Bullock Sheriff

James St. C. Boal State Attorney

Attest James D. Perry Clerk.

Tuesday April 14<sup>th</sup> 1863, Court met pursuant  
to adjournment.



Adlai E. Stevenson

vs

George C. Seemon Sen<sup>r</sup> Zenas  
Heartley and Azor Capron

Assumpsit  
No 620.

Now on this day  
come the defendants George C. Seemon, Sen<sup>r</sup>,  
Zenas Heartley, and Azor Capron, by H. B. Hop-  
kins their attorney, and move the court to ex-  
tend the rule to plead entered on the first  
day of the present Term of this Court which  
motion is upon consideration by the Court  
allowed, and the rule to plead is extended  
in this cause until Thursday April 16<sup>th</sup> 1863.

Monday April 20, 1863, Court meet pur-  
=suant to adjournment

Adlai E. Stevenson

vs

George C. Seemon Sen<sup>r</sup>, Zenas  
Heartley and Azor Capron

Assumpsit  
No 620

This day came the  
parties, the Plaintiff Adlai E. Stevenson in  
his own proper person, and the defendants  
George C. Seemon Sen<sup>r</sup>, Zenas Heartley and Azor  
Capron by Hopkins & Chittly their attorneys  
and this cause came on to be heard on the  
demurrer of the Defendants to the Plaintiff's



declaration filed in this cause, and the Court being fully advised in the premises, does order that the Said Demurrer be, and the Same is hereby overruled, And thereupon came again the Said defendants, by their Attorneys and move the Court for leave to plead, which motion is upon consideration of the Court Sustained, and leave is given the Said defendants to plead.

Tuesday April 21<sup>st</sup> 1863, Court meet, pursuant to adjournment.

Adlai E. Stevenson

<sup>vs</sup>  
George C. Lemon Senr & Benas  
Hartley and Wm Capron

Assumpsit  
No 620.

This day came the parties, the Said Plaintiff in his own proper person, and the Said Defendants by Hopkins & Chittie their attorneys, and this cause came on to be heard, on the Demurrer of the Plaintiff to the second plea of the defendants and the Court being fully advised in the premises is of opinion that the Said plea is insufficient in law and it is considered that the Plaintiff be not barred from maintaining



5<sup>r</sup>

this action, by anything in said plea, contained and set forth.

Thursday April 23<sup>d</sup> 1863. Court met pursuant to adjournment.

Adlai E. Stevenson }  
 George C. Seemon Sen<sup>r</sup>, Benas } Assumpsit  
 Huntley and Azor Capron } No 620.

On this day came the said defendants by Hopkins & Chitt<sup>y</sup> their attorneys, and move the Court for leave to amend their second plea filed herein, which motion on consideration is by the Court allowed, and leave is given them to amend said plea. And now again comes the said Plaintiff, in his own proper person, and files his Demurrer to the Defendants second plea as amended, and this cause came on further to be heard, upon said Demurrer, and the Court being fully advised in the premises it is ordered and adjudged that said demurrer be, and the same is overruled.

And thereupon the said Defendants by their attorneys moved the Court for leave to file an additional plea, of set off, which motion is by the Court allowed and leave is



quien them to file said plea, And now again comes the Said Plaintiff and files his Demurrer, to said additional plea, of set off. And the Court being fully advised in the premises, it is ordered and adjudged that the Said demurrer be and the same is Sustained, and thereupon the Said defendants by their Attorneys come and abide by Said additional plea of set off. Whereupon on motion of Said Plaintiff leave is given him to file two replications to the defendants second plea as amended.

Saturday April 25<sup>th</sup> 1863. Court met pursuant to adjournment

Adlai E. Stevenson

<sup>vs</sup>  
George C. Semon, Senr, Genl } Assumpsit  
Heaitley and Azor Capron } Ch 620,

This day come the Said defendants by Hopkins & Chitty their Attorneys, and enter their Motion for a change of venue, which motion is by the Court allowed, and it is ordered that the venue in this cause be changed to the County of



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Safalle in this State. It is further ordered that the clerk of this court transmit to the clerk of the leicuit court of Safalle County the papers in this cause, together with a transcript of the proceedings in this court properly certified -

State of Illinois }  
Woodford County } ss I, James D. Perry clerk  
of the leicuit court in  
and for said County, do hereby  
certify that the above and foregoing on Pages  
one (1) Two (2) Three (3) and four (4) is a correct  
transcript of the proceedings in said Court  
in the above cause wherein adlaw E. Steven-  
son is Plaintiff, and George C. Lemon Senr.,  
Zenas Huntley and Azor Capron are Defendants  
I further certify that the papers herewith  
numbered "A" "B" "C" "D" "E" "F" "G" "H" "I" "J" "K"  
& "L" are all the papers now on file in said  
cause.

In Testimony Whereof, I have hereunto  
set my hand and affixed the seal of said Court  
at my office in Metamora in said County  
this Twenty third day of May AD 1863,  
James D. Perry clerk

Seal

Per S Stamp  
5 cts



State of Illinois } In the Circuit Court of  
 Woodford County }<sup>ss</sup> Woodford County, To the  
 April Term AD 1863.

Adlai E. Stevenson }  
 vs } In Assumpsit  
 George C. Seamon Jr } Damages \$1500.00  
 Zenas Hartley and Azor Capron }

Adlai E. Stevenson. Plaintiff in this Suit, complains of George C. Seamon Jr, Zenas Hartley, and Azor Capron, Defendants, in this Suit, in a plea of Trespas, on the case on promises, For that whereas the Said defendants heretofore To Wit: On the 7<sup>th</sup> day of November AD 1860, at Boston To Wit: at the County of Woodford, and State of Illinois, made their certain promissory note in writing, and then and there delivered the same, to one George C. Seamon Jr and thereby then and there Said defendants, in and by the name, style and description of George C. Seamon Jr, Z. Hartley and A. Capron, promised to pay to the order of Said George C. Seamon Jr Nine Hundred & Twenty nine & 700 Dollars at either Bank in Boston, Mass. for value received Eight Months after the date thereof, which



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period has now elapsed, and the said George C. Seamon Jr by the description of Geo. C. Seamon, Junior, afterwards To Wit: On the day and year aforesaid, indorsed and delivered said note, to the said Plaintiff whereof the said defendants, then and there had notice, whereby the said defendants then and there became liable to pay the said sum of money, according to the tenor and effect of said note, and then and there in consideration of the premises, promised the said Plaintiff, to pay him the amount of the said note, according to the tenor and effect thereof, Also for that Whereas the said defendants on the 7<sup>th</sup> day of ~~March~~ November AD 1860, at Boston To Wit: at the County of Woodford, and State of Illinois aforesaid, made their ~~other~~ certain promissory note in writing substantially, in words and figures following To Wit:

\$929<sup>09</sup>

Boston Nov 7. 1860.

Eight months after date we jointly & severally, promise to pay, to the order of Geo. C. Seamon Jr. Nine Hundred & Twenty Nine & <sup>09</sup>/<sub>100</sub> Dollars, at either Bank in Boston, Mass. value received

George C. Seamon Sen.  
 B. Hartley  
 A. Capron.



And then and there delivered the Same to Said George C. Seemon Jr, and thereby then and there Said Defendants, in and by the name Style and description of George C. Seemon Sen<sup>r</sup> J. Hartley, and A. Capron, promised to pay to the order of Said George C. Seemon Jr, the Said Sum of money and interest mentioned, in Said note, according to the tenor and effect thereof, and the Said George C. Seemon Jr afterwards Do Wit: On the day and year last aforesaid, indorsed and delivered Said note to Said Plaintiff at the County & State aforesaid, whereof the Said defendants had notice, whereby Said defendants, then and there became liable to pay Plaintiff, the Said Sum of money, according to the tenor and effect of Said note, and then and there in consideration of the premises. Promised the Said Plaintiff to pay to him, the amount of the Said note, according to the tenor and effect thereof.

And whereas also the said defendants afterward Do Wit: on the 18<sup>th</sup> day of February AD 1863, at Metamora in the County of Woodford and State aforesaid, were, and still are indebted to the Said Plaintiff in the Sum of Fifteen



Hundred Dollars, for the price and value of goods, wares, and Merchandise, then and there before that time bargained and sold by the Said Plaintiff, to the Said defendants at their Special instance and request.

And in the Sum of Fifteen Hundred Dollars for the price and value of goods wares, and Merchandise, then and there before that time, sold and delivered by the Said Plaintiff to the Said defendants at their Special instance and request.

And in the Sum of Fifteen Hundred Dollars for money then and there before that time paid, laid out and expended by the Said Plaintiff, in and about the business of the Said defendants, at their Special instance and request.

And in the Sum of Fifteen Hundred Dollars, for money then and there before that time lent and advanced to the Defendants by the Said Plaintiff and for the use and benefit of the Said defendants, at their Special instance and request.

And in the Sum of Fifteen Hundred Dollars for money then and there before that time had, and received by the Said defendants, to and for the use of the Said Plaintiff.

And in the



Sum of Fifteen Hundred Dollars for the price and value of work, labor and services, then and there before that time done performed and bestowed, and materials for the same, provided by the said Plaintiff, for the said defendants at their special instance and request.

And in the Sum of Fifteen Hundred Dollars, for money found to be due from the said defendants to the said Plaintiff, on an account then and there before that time stated between them.

And in the Sum of Fifteen Hundred Dollars, for so much money before that time then and there due and payable from the said defendants, to the said Plaintiff for interest upon, and for the forbearance of divers, large Sums of money, before then due and owing from the said defendants to the said Plaintiff, and by the said Plaintiff forbore, to the said defendants for divers long spaces of time before then elapsed, at the like special instance and request of the said Defendants

Whereby defendants became liable to pay Plaintiff the said several Sums of money when they should be thereto afterwards requested. And the



defendants afterwards, on the 10<sup>th</sup> day of February 1863, in consideration of the premises, then and there promised to pay the Several Sums of money to the Plaintiff on request: yet Said defendants have disregarded their promises, and have not though often requested paid the Several Sums of money, nor either of them, nor any part thereof, to the damage of the Said Plaintiff Fifteen Hundred Dollars, wherefore he brings Suit, etc,

By, A. E. Stevenson Atty for P. & D.

State of Illinois } In the Circuit Court of  
Woodford County } Said County, 30 April  
Term AD 1863.

Adlai E. Stevenson

<sup>vs</sup>  
George C. Seamon <sup>sr</sup> & Genas } In a sumpt-  
Hartley and Wm Capron } Damages \$1500.<sup>00</sup>

Issue w<sup>th</sup> summons  
in the above cause to the Sheriff of Woodford  
County returnable according to Laws.

Dr. J. D. Perry Esq Clerk of said Court  
A. E. Stevenson, Attorney for Plaintiff

A copy of the note sued on is correctly  
set out in the Second Count of the foregoing  
declaration.



A, Correct Copy of indorsement on  
Note Sued upon  
 " Pay to the order of  
 Adlai E. Stevenson  
 Geo C. Seamon Junior "

Copy of Account Sued upon

|                                                                           |           |
|---------------------------------------------------------------------------|-----------|
| To Goods, Wares, and Merchandise bargained and sold,                      | \$ 1500.- |
| To Goods, Wares, and Merchandise sold and delivered                       | \$ 1500.- |
| To Money paid, laid out and expended                                      | \$ 1500.- |
| To Money lent and advanced                                                | \$ 1500.- |
| To Money had and received                                                 | \$ 1500.- |
| To Work, Labor and Services performed and bestowed and materials provided | \$ 1500.- |
| To Money due on an account Stated                                         | \$ 1500.- |
| To Money due for interest on divers large sums of Money                   | \$ 1500.- |

{ "Endorsements" of }  
 { Declaration & Praecipe }

No 620, Adlai E. Stevenson vs George C. Seamon & co  
 Declaration & Praecipe  
 Filed this Seventeenth day of March AD 1863,  
 James D. Perry, Clerk

(A)

Filed May 29. 1863.

A. E. Moore Clerk

A. E. Stevenson

Atty for P. & P.



("Paper B")

Exp. Stamp  
5006State of Illinois } ss  
County of Woodford }

The People of the  
State of Illinois, to the  
Sheriff of Said County greeting;  
We command you that you Summon George  
C. Seamon & Jonas Heartley and Azor Capron  
if they shall be found in your County, person-  
ally to be and appear before the Circuit Court  
of Said Woodford County, on the Second Monday  
of April AD 1863, to answer unto Adlai E.  
Stevenson, in a plea of Assumpsit, to the  
damage of Said Plaintiff, as he says in  
the Sum of Fifteen Hundred Dollars.

And have you then and there this  
Writ, with an endorsement thereon  
in what manner you have executed  
the Same.

Seal

Witness James D. Perry, Clerk of our  
Said Court, and the Seal thereof, at  
Metamora this Seventeenth day of  
March AD 1863.

James D. Perry Clerk

(Endorsements)

(B) 620

Summons, Woodford Circuit Court

D. Docket No. 620,

Adlai E. Stevenson, vs, George C. Seamon &  
Jonas Heartley & Azor Capron.



State of Illinois } I have duly served the within  
Woodford County } by reading the same to the  
within named, George C. Seemon  
Sen, & Zenas Hartley, on this 17<sup>th</sup> day of March  
1863, as I am therein Commanded.

I returned this writ, on the  
23<sup>rd</sup> day of March 1863

L. H. Bullock Sheriff.

|               |             |
|---------------|-------------|
| Fees- Service | 1.50        |
| Mileage       | 1.40        |
| Return        | <u>10</u>   |
|               | <u>2.00</u> |

Filed in Circuit Court, this 17<sup>th</sup> day of  
March 1863.

James O. Perry, Clerk

Stevenson, Attorney.

I have duly served the within writ  
by reading the same, to the within named  
Azro Capron on the 21<sup>st</sup> day of March  
1863.

L. H. Bullock Sheriff "W. C."

Filed May 29, 1863.

A. B. Moore, Clerk "

(Paper "C")

A. C. Stevenson vs. George C. Seemon } Circuit Court  
Seemon & Azro Capron, & Zenas Hartley } Woodford County  
3 April AD 1863



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And now come the said defendants  
by Hopkins & Chitty atty, and demur to the  
first Count of Plaintiffs Declaration  
herein & say that he is not bound to  
answer the same on account of its in-  
sufficiency in Law.

Hopkins & Chitty, attys

And the Plaintiff prays Judgment  
as to Counts in Rear, not answered by  
Demurrer, & joins in Demurrer.

Stevenson

(Endorsements)

620, Heeman Baldwin

vs

George C. Seamon &  
Demurrer

621

Filed April 15<sup>th</sup> 1863.

(C) James D. Perry Clerk

Filed May 29, 1863  
A B Moore, Clerk.

(Paper "D")

Adair E. Stevenson,

vs

George C. Seamon, Genl

Hemitt & Wm Casiron

Circuit Court Woodford  
County, April Term AD 1863,



And now come the said defendants by Hopstern & Leiby attorneys, and defend the wrong & injury where, and say that they did not assent and promise in manner and form as alleged in the plaintiffs said declaration and of this they put themselves upon the country & when &c

Hopstern & Leiby, attys

2 and for further pleas in this behalf said defendants by leave of court & by their said attorney, and say aliter now, because they say that the said cause of action in the plaintiffs declaration mentioned and each and every count thereof are all one and the same & not other and different to not the note described in the first count thereof

And defendants aver that said note was indorsed to the plaintiff after the maturity thereof, and defendants further aver that the said note is still the property of Purin Brothers & Standen and is indorsed to the plaintiff for the purpose of collection only, & the plaintiff has no other interest therein, and defendants further aver that the said note was made by the said defendants nominally to said Wm. L. Lemow Jr. but expressly for the purpose of paying the same over to said firm of Purin Brothers & Standen in payment of an indebtedness of the defendants to said firm for goods purchased of them through the agency of said Wm. L. Lemow Jr. and in pursuance of a previous contract for that purpose between defendants and said firm, and the said note was at the date thereof handed over to said firm in pursuance of said contract & in payment of said indebtedness



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and defendants further aver that said firm held and were the owners of said note long after its maturity and after the maturity thereof said firm placed <sup>the</sup> said note in the hands of one Herman Baldwin of Chicago for collection and the said Baldwin acting as the agent of said Pierce Brothers & Plaudens, and said firm by their said agent contracted with said defendant Lemow to receive of him ten thousand bushels of corn in payment of the said note and certain other indebtedness of defendants to said firm and to take the same at such payment at such price as the same should bring north in Boston market on the first day of August thereafter after deducting the expenses of transporting said corn to said Boston & charges on the same; and defendant Lemow thereupon delivered to said firm, said 10,000 bushels of corn in payment of said indebtedness at the price aforesaid, which said corn at the said market price at said first of August was worth seventy cents per bushel after paying said expenses to net \$7,000. & more than enough to pay all the said indebtedness of defendants to said firm inclusive of the said note. Wherefore the said note is fully paid all of which defendants are ready to verify wherefore they pray Judgment. &c

3<sup>a</sup> Hopkins & Whitney attys  
and for further plea in this behalf, defendants say as this now. because they say that all the causes of action named in the plaintiffs declaration & in the several counts thereof are one and the same and not other and dif-



present. To wit the note described in the first count thereof  
 and defendants further aver that the said note was at  
 the date thereof made by the defendants nominally to said  
 George C. Lemow Junior but expressly for the sole benefit  
 of Pierce Brothers and Gladders in pursuance of a previous  
 contract for that purpose made with said firm & in  
 payment of a stock of goods which defendant Lemow  
 had purchased by his agent, Geo. C. Lemow Jr. of said  
 firm, & the note was thereupon handed over to said firm  
 for the purpose aforesaid & said firm were the owners  
 and holders of said note from that time until long  
 after its maturity and are still the owners thereof  
 & the same is endorsed to the plaintiff for collection  
 only & he has no other interest therein, and defend-  
 ants aver that during the said time while said  
 Pierce Brothers & Gladders still held said note, and  
 at the commencement of this suit said Pierce Brothers  
 & Gladders were & still are indebted to the defendants  
 in the sum of Two Thousand Dollars for the price & value  
 of goods wares & merchandize corn & produce before  
 that time sold and delivered by the defendants  
 to the said firm at their special instance & request  
 & in the further sum of two thousand Dollars for money  
 then & there paid & received of the defendants for  
 their use and benefit, and in the further sum of  
 Two Thousand Dollars for so much money then & there  
 paid out by the defendants for the use & benefit of  
 the said firm at the special instance and request



of the said firm, and that they are ready to verify where-  
fore they pray judgment, &c.

Upham Whitty attys.

Said paper. "E". Filed in the office of the clerk of said Wood-  
ford circuit court. on 21st April, 1863. is as follows, to-wit:

Adlai E. Stevenson.

vs.

George W. Lemow, Jr

James Wharthy and.

Azor Capron.

In Woodford county  
circuit court. April Term.  
AD. 1863.

And the plaintiff as to defend-  
ants first plea by them pleaded and whereby they have  
put themselves upon the country. plaintiff doth the like,

And as to defendants second plea by them herein  
pleaded plaintiff says, the same is not sufficient in law  
to bar his said action, and that he is ready to verify  
as the court shall direct, wherefore as to said plea  
he prays as in his oath.

Stevenson for Plaintiff,

Said paper. "F" is in the words & figures following to-wit,

State of Illinois }

Woodford county }

Adlai E. Stevenson.

vs.

George W. Lemow et al }

And now comes the said  
plaintiff and demands to said  
amended plea of defendants.

Stevenson, pro. ec.

Said paper. "G" is in the words & figures following to-wit,



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A. E. Stevenson,

or,

George P. Leonard

County Court, Woodford  
 county. April Term. AD.  
 1863

No 4

And for further plea in this  
 behalf defendants say etico now because they say that  
 the said causes of action in Plaintiffs declaration  
 mentioned, are one and the same and not other and  
 different, to wit, the note described in the first count,  
 thereof and defendants say that the said note is now  
 the property of Pierce Brothers & Glendon, and that the  
 same was endorsed to the Plaintiff only for the purpose  
 of collection, and endorsed to him long after maturity  
 and defendants say that said Pierce Brothers & Glendon  
 are lawfully indebted to the defendants in the  
 sum of Fifteen hundred dollars in manner following to  
 wit, said Pierce Brothers & Glendon being the owners  
 & holders of said note long after the same was due to wit  
 on or about the first day of May AD, 1862, sent their  
 agent one Herman Baldwin, to Metamora in said  
 county to negotiate for the collection of said note, and  
 said defendant Simon was then the owner of two thou-  
 sand bushels of corn at that time and there agreed  
 between said firm by their said agent, & said Simon  
 that said firm should receive said corn in account  
 of the said note & certain other indebtedness of the de-  
 fendants to said firm and ship the same to Boston  
 Massachusetts, and store the same properly until  
 the first day of the following August and then sell the  
 same for the best price the same would bring in



said market, and account to defendants for the proceeds thereof, on account of said indebtedness, and in pursuance of said agreement said corn was delivered to said firm, And thereupon the said firm in violation of their said agreement sold the said corn in June & May of said year at a greatly reduced price, less than the same would have brought & was worth in said Boston market on said first day of August, to wit the sum of fifteen hundred dollars less than the same would have brought, at said date whereby defendant has sustained damage in said sum of fifteen hundred dollars out of which sum Defendants offer to set off such sum as Plaintiff or said firm have sustained by reason of any of the matters & things alleged in Plaintiff's declaration & this they are ready to verify

W. O. Perkins & Chittie, attys

Said paper "H" is in the words & figures following to wit,  
State of Illinois, } April Term, 1863. of said  
Woodford county } Circuit Court.

Calvin E. Stevenson. }

vs. }

Jos. W. Lemon et al } (And now comes the said  
plaintiff and demurs to the said defendants ex ad-  
ditional pleas herein filed.

Stevenson for vs.

Said paper. "B" is in the words & figures following to wit,  
In Woodford County Circuit Court. April Term, 1863,  
Calvin E. Stevenson, }  
George W. Lemon Sr. et al } as defendants



And the said plaintiff comes pro se, and for replication to defendant's third plea by him herein pleaded and says precludi now because he says that at the time when to the said Pierce Brothers & Standen were not indebted in the said several sums of money or any or either of them nor any part thereof to the said defendants in manner and form as in said plea alleged, and of this he puts himself upon the country.

2. And for further replication to said plea. plaintiff by leave<sup>d</sup> says, precludi now, because he says that the said firm of Pierce Brothers & Standen were not the owners of said note at the maturing thereof and are not now the owners of said note as alleged in said plea & of this he puts himself upon the country. &c.

3. And for further replication herein to said plea plaintiff by leave<sup>d</sup> says precludi now because he says that the said note was at the commencement of this suit and now is the property of the plaintiff, without this the said note was then at that time or now the property of the said Pierce Brothers & Standen as in said plea alleged, and this plaintiff prays may be enquired of by the country, &c.

State of Illinois, } In Woodford Co. circuit court

Woodford county } April Term 1863.

Gillai. E. Stevenson.

vs.

Accomplices.

George C. Larnow & Co. v. et al.

Gillai E. Stevenson plaintiff in the above suit being duly sworn on his oath



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says that it is necessary and material to his rights in this action that the foregoing replications herein should be filed.

Subscribed and sworn to                      Adlai E. Stevenson.  
before me this 23rd day of April A.D. 1863.

James D. Perry. Clerk.

Said paper "J" is in the words & figures following to wit,  
State of Illinois } In April Term, A.D. 1863 of said  
Woodford county } Circuit Court.

Adlai E. Stevenson.

vs.

Jos. C. Lemmon et al } And now comes the said  
plaintiff and as to said defendants second plea  
herein filed says precludi now because he says that  
said defendants have not wholly paid said note in  
said declaration mentioned in manner and form as  
in said defendants plea secondly above pleaded &  
that he prays may be enjoined of by the court.

Stevenson pr. &c.

Said paper "K" is in the words & figures following to wit

Adlai E. Stevenson. } In Woodford county

vs.

Circuit Court. April

George C. Lemmon.

Term A.D. 1863.

James Hartley, &c.

Assumpsit.

Agar & Brown

And again comes the plaintiff  
and as to defendants 1st plea herein pleaded says  
precludi now because he says that at the time when  
the defendant was not indebted to said Pierce Brothers



and Standen. in the said several sums of money now  
any nor either of them nor any part thereof in manner  
and form as in said plea alleged, and this he prays  
may be enquired of by the country &c.

2) And for further replication herein to said 4<sup>th</sup> plea  
plaintiff by leave<sup>ed</sup> says precludi now because he says  
at the time ~~where~~ said suit was brought and now  
and before the maturity thereof was the owner of said  
note without this that at the said time when &c  
the said note was the property of said Pierce Boastman  
and Standen, and this he prays may be enquired of  
by the country &c.

And for further replication to said 4<sup>th</sup> plea plaintiff  
by leave<sup>ed</sup> says precludi now because he says that the  
said note was endorsed to plaintiff at the time alleged  
in narr. without this that the same was endorsed to  
plaintiff, after the maturity thereof & this the plaintiff  
prays may be enquired of by the country, &c.

Stevenson pro se

State of Illinois } In circuit court of said  
Hoodford County } county, April Term. 1863.

Adlai E. Stevenson.

George C. Linn<sup>dr</sup>, et al

Assessors,

Adlai E. Stevenson

plaintiff in the above suit being duly sworn & his  
oath says that it is necessary and material for the  
plaintiff, that the foregoing several replications should  
be filed herein.



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Subscribed and sworn to before me this 21st day  
of April. 1863.

Said paper "I" is in the words & figures following to wit:

A. E. Stevenson,

or,

Geo. C. Lemow, Jr.

J. W. Heattley

Abso Capron

} Circuit Court. Woodford  
county. April Term 1863.

} George C. Lemow, Jr. one of the

above named defendants respectively petitioning shew  
unto your Honor, that he fears he cannot have a fair  
trial in the above entitled cause in the said court where-  
in the same is pending, on account that the Judge  
of said Court is prejudiced against him and he therefore  
prays that a change of venue may be awarded in the  
said cause and affiant shews that this application is  
made with the consent of the said co-defendants J.  
Heattley, & Abso Capron.

George C. Lemow.

State of Illinois } This day personally appeared  
Woodford County. } before me George C. Lemow Jr. who  
being duly sworn on oath says that the matters set forth in  
the foregoing petition are true.

George C. Lemow.

Subscribed & sworn to before me the 23 day of April 1863  
Adino Page J. P.

We consent to the within application for change of ven-  
ue.

April 23d. 1863

Geo. W. Heattley  
Abso Capron  
By Heattley & Capron  
their attys



And he further remembered that heretofore to wit on the 9<sup>th</sup> day of June, 1863, the same being one of the days of the June term 1863 of <sup>the</sup> ~~said~~ <sup>the</sup> ~~LaSalle~~ <sup>LaSalle</sup> ~~co~~ <sup>co</sup> ~~circuit~~ <sup>circuit</sup> court, certain proceedings were had in said cause, which said proceedings were entered on the records of said court in the order & figures following to wit,

|                                |   |                                                                                                                      |
|--------------------------------|---|----------------------------------------------------------------------------------------------------------------------|
| Adlai E. Stevenson             | } | Assumpsit,                                                                                                           |
| 194. vs.                       |   |                                                                                                                      |
| George L. Lemon &              |   |                                                                                                                      |
| Genas Healty &<br>Agar Capron, |   |                                                                                                                      |
|                                |   | By agreement of parties this cause is set for trial on Friday P.M. of the 2d week of the present term of this court, |

And he it further remembered that heretofore to wit on the 18<sup>th</sup> day of June 1863 the same being one of the days of the June Term 1863 of said court, certain other proceedings were had, in said cause which said proceedings were entered on the records of said court in the order & figures following to wit,

|                               |   |                                                                        |
|-------------------------------|---|------------------------------------------------------------------------|
| Adlai E. Stevenson            | } | Assumpsit                                                              |
| 194. vs.                      |   |                                                                        |
| George L. Lemon,              |   |                                                                        |
| Genas Healty &<br>Agar Capron |   |                                                                        |
|                               |   | This day the defendants come by Hopkins and Seland and Blanchard their |

attorneys and move the court for leave to file an additional plea herein, which motion is sustained by the court, and now on further motion of defendants attorneys it is ordered by the court that this cause be continued at the defendants costs to be taxed, And he it further remembered, that heretofore to wit



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18<sup>th</sup> day of June. 1863. the pleas of the defendants were filed in the office of the clerk of said court. which said pleas were in the words & of the following tenor to wit

H. E. Stevenson. } Circuit Court. La Salle Co.  
 vs. }  
 Geo. L. Lennow et al } Term Term. 12<sup>th</sup>, 1868

And for further plea in this behalf, defendants say a/cas now, because they say that all the causes of action named in the plaintiff's declaration are one & the same & not other & different, to wit the promissory note named in the first count thereof, and defendants say that the said note together with others was drawn for the express purpose of being immediately endorsed & handed over to the said Geo. L. Lennow Jr. for payment to the firm of Pierce Brothers & Silandus in payment of a stock of goods purchased of them & by express previous agreement with said firm for that purpose. & was so endorsed & delivered to them at that date and they were the holders & owners of the same until long after the maturity thereof, and while they were so the owners & holders of said note. to wit in the month of May 12<sup>th</sup>, 1862, the said firm contracted to take receive of the defendants a quantity of corn to wit, about ten thousand bushels, and transport the same to Boston in the state of Massachusetts & there store & preserve the same until the first day of the following August. then sell the same for the highest price the same would bring in said market & apply the proceeds thereof in payment of the said notes & inclusion of that on which due suit is brought after deducting the



charges & expenses accruing thereon, and said cow was in pursuance of said agreement delivered to the said firm to wit, at the county aforesaid. but said firm neglecting and refusing to keep their said contracts & agreements, sold the said cow at other place than in said Boston market, & prior to said first day of August to wit, in June & July of said year and at a much less net value than the same would have brought at said Boston market, on said first day of August. to wit sixteen hundred dollars less and applied the said proceeds in ~~payment~~ <sup>payment</sup> of said other indebtedness leaving this said note unpaid, whereas the said cow on said first day of August at said Boston market would have sold for more than enough over and above said charges & expenses to have paid the whole of said indebtedness including this said note, wherefore the defendants have sustained damage in the said sum of sixteen hundred dollars, and Defendants aver that they hold the said note for collection only & not as owner but the same is still the property of said firm, and thus they are ready to verify wherefore they pray judgment, &c.

Leland O. Blanchard  
 Atty. B. Hooper's atty.

And for further plea in the behalf, defendants by leave of court say also now because they say that all the causes of action named in the plaintiffs declaration, are one & the same & not other & different to wit, the promissory note in the first count thereof named and defendants aver that the said note was made to said Geo. W. Simon, junior



the paper thereof for the express purpose of being law-  
 d over & endorsed by him to the firm of Pierce Brothers  
 and Standen in payment for goods purchased by the  
 defendants of said firm in pursuance of an express a-  
 greement, between said firm & the defendants for that  
 purpose, and was at its date for the purpose aforesaid  
 endorsed & delivered by said Lemow to said firm, who there-  
 on delivered the same without other indorsement, and transfer-  
 red their interest in the same to the firm of Pierce Bros & Co  
 who were the owners & holders thereof until long after the ma-  
 turity of the same, & while they so owned & held the same  
 to wit in the month of May A.D. 1862. defendants made a  
 contract with said firm for the payment of said note with  
 other indebtedness of the defendants to them, by which con-  
 tract said firm agreed to receive of defendants a large  
 quantity of corn to wit about ten thousand bushels, & ship  
 the same to Boston in the state of Massachusetts & store  
 & possess the same until the first day of the following  
 August & then sell the same in the said market for the  
 best price the same could bring and apply the net  
 proceeds after deducting freight, storage & charges to  
 the payment of the aforesaid indebtedness of defendant  
 including this said note and in pursuance of said con-  
 tract, defendants delivered to said firm the said corn  
 but the said firm disregarding their said promise sold  
 the said corn at other places than said Boston market  
 & prior to said first day of August to wit in June &  
 July preceding and for a much less net value than the  
 same would have brought on said first day of August







the replications to defendants fourth plea to be filed herein  
 Subscribed & sworn to before A. E. Stevenson  
 on this 5<sup>th</sup> day of Nov. 1863.

A. E. Stevenson clerk.

And be it further remembered that heretofore to wit  
 on the 5<sup>th</sup> day of November, 1863, a certain demurrer was  
 filed in said cause in the office of the clerk of said court  
 which said demurrer is in the words & figures following  
 to wit,

State of Illinois } To the November Term 1863  
 La Salle County } of said circuit court.  
 Adlai E. Stevenson.

v  
 Geo. W. Simon, et al. } And now comes the said  
 plaintiff by his atty J. M. Shaw and demurs to the de-  
 fendants 5<sup>th</sup> & 6<sup>th</sup> pleas and the matters and each of them  
 and things therein contained and says the said pleas  
 are insufficient in Law wherefore he prays judgment.  
 J. M. Shaw.

Atty for Plaintiff.

And, be it further remembered that heretofore to wit, on  
 the day of November AD 1863. the same being one of the  
 days of the November Term AD 1863 of said court, certain pro-  
 ceedings were had in said cause, & entered on the re-  
 cords of said court in the words & figures following to wit.

Adlai E. Stevenson.

116. re.

George W. Simon, James W. H. H. &

Ag. Raperow

Assump. etc.

This day comes the



Plaintiffs by A. S. Stevens & Bangs & Shaw ask leave to withdraw replications to the 4<sup>th</sup> plea. which leave is granted by the court. and again the plaintiff comes by his attorneys and the defendants by Leland & Blanchard their attorneys and plaintiff moves the court to strike the defendants additional pleas from the file, filed at the last term of the court. after hearing the argument of counsel the motion by Plaintiff is overruled by the court.

Thereupon comes the plaintiff and demurs to the said additional pleas, and again come the defendants by Leland & Blanchard their attorneys. and after hearing the argument of counsel. It is ordered by the court that the Demurrer be sustained to the defendants additional pleas. It is therefore considered by the court that the defendants plea is not sufficient in Law and that judgment be entered herein against the defendants on said demurrer.

And be it further remembered that heretofore to wit on the 6<sup>th</sup> day of November, 1860. a certain note was filed in the office of the clerk of said court in said cause which said note is in the words and figures following to wit:

\$929.09

Boston Nov. 7. 1860

Eight months after date as jointly & severally promises to pay, to the order of Geo. C. Lemenor Jr. nine hundred & twenty nine,  $7\frac{09}{100}$  Dollars at either Bank in Boston Mass. value received.

No. 91

George C. Lemenor Sen.  
J. H. Astley.  
A. Capron



with the following indorsements, to wit,

Rec'd on the within note one hundred & twelve dollars  
& twenty cents,  $\frac{\$112.20}{112.20}$  August. 5, /62

Pay to the order of Adlai E. Stevenson.

Geo. C. Lemon, Junior,

And be it further remembered that heretofore to wit, on the  
6<sup>th</sup> day of November 1863, the same being one of the days  
of the November term AD 1863 of said court, certain other  
proceedings were had in said cause, which said proceed-  
ings were entered on the record of said court in the words  
of figures following to wit:

Adlai E. Stevenson,

vs.

vs.

Accountants.

George C. Lemon, Junior.

Wentley & Azor Capron

This day again came  
the parties hereto, by agreement a jury is waived  
herein, and this cause submitted to the Court for trial  
and after hearing the evidence the Court find the same  
in favor of the plaintiff, and assess the plaintiffs dam-  
ages against the defendants George C. Lemon, Junior  
Wentley & Azor Capron at nine hundred and thirty  
eight dollars and eighteen cents. The defendant by  
his counsel moved the Court for a new trial which is  
overruled. It is therefore considered by the Court  
that the said plaintiff have and recover of the said  
defendants the said sum of nine hundred and thirty  
eight dollars and eighteen cents for his damages  
also his costs and charges by him herein expended  
and that he have execution therefor.



And be it further remembered that heretofore to wit on the 21st day of November. 1863, a certain affidavit was filed in said court, in the office of the clerk of said court, which said affidavit is in the words & figures following to wit,

State of Illinois }  
Woodford County } R. T. Caspell being first duly

sworn upon his oath says that he is well acquainted with Wm E. Buckingham whose name appears subscribed to the foregoing bond, that said Buckingham is a resident of the county of Woodford aforesaid is an old citizen of said county is a large and extensive farmer is a man of high reputation and good standing and is the owner of a great deal of real and personal property. affiant further states that he is informed and believes that said Buckingham is worth at least thirty thousand dollars over and above all liabilities and affiant further states that he is well acquainted with James W. Dittly and Geo Capron whose names also appear subscribed to said bond and is to a considerable extent acquainted with their pecuniary circumstances and believes they are abundantly ~~at~~ good for the amount named in said bond.

R. T. Caspell

Subscribed & sworn to before me

this 21<sup>st</sup> day of November. A.D. 1863.

B. B. Hanna Clerk of the County Court of Woodford County, Illinois

And be it further remembered that heretofore to wit on the 21<sup>st</sup> day of November 1863 the same being one of the days of the term of said court, certain other proceedings





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were had in said cause and entered on the records of said court of in the words & figures following to wit,

Adlai E. Stevenson.

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vs

Hennepack.

George L. Lemow

James Heattley &amp; Co

vs

This day came the defendants by Leland and Blanchard their attorneys and prays are appeal herein to the Supreme Court of State of Illinois which is allowed by the Court upon condition that the defendants enter into bonds payable to the Plaintiff in the penal sum of Two thousand Five hundred dollars with William E. Ruckersham as security within five days from the date of this order.

And be it further remembered that heretofore to wit on the 21st day of November 1863. a certain appeal bond was filed in said cause, in the office of the clerk of said courts, which said bond was in the words and figures following to wit, -

Know all men by these presents that we George L. Lemow Senior, James Heattley and J. L. Capron as principals and William E. Ruckersham as security are held and firmly bound unto Adlai E. Stevenson all of the county of Woodford in the State of Illinois in the penal sum of twenty five hundred dollars for the payment of which well and truly to be made we bind ourselves and each of our heirs administrators and executors firmly by these presents. Witness our hands and seals this 20th day of November. AD. 1863.



The condition of the above obligation is such, that whereas the above named Adlai E. Stevenson died on the seventh day of November A.D. 1863, the same being one of the days of the November term of the said County circuit Court, by the consideration & judgment of said Court record a judgment against the above bounden George L. Lemow Senior, Genas Wheatley and Azor Capron for the sum of nine hundred & thirty eight dollars and eighteen cents and costs of suit, from which judgment said Lemow Wheatley & Capron have prayed an appeal to the Supreme Court of the State of Illinois,

Now if the said George L. Lemow Senior Genas Wheatley and Azor Capron shall prosecute their said appeal with effect and without delay and shall pay whatever judgments may be rendered against them or either of them upon a trial or dismissal of said appeal then this obligation to be null and void otherwise to remain in full force and effect.

George L. Lemow (Sd)

A. Capron (Sd)

Genas Wheatley (Sd)

W. E. Buckingham (Sd)

State of Illinois }  
Safalle County }  
Shalom B. Moore  
Clerk of the Circuit Court  
and Office Recorder in & for said  
County do hereby certify that  
the foregoing is a true, full, and



perfect copy of the records, of this  
Court, & of the papers now on  
file in my office in the aforemen-  
tioned Cause,



Witness my hand and the  
Seal of said Court at Ottawa  
this 2<sup>d</sup> day of April A.D. 1864  
A. B. Moore  
Clerk

per \$10<sup>00</sup>

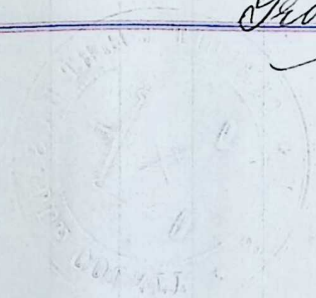
And now comes said appellants by  
Seland & Blanchard their attorneys and  
say that in the foregoing record & proceedings  
there is manifest - Error in this to wit  
1<sup>st</sup> The Court erred in sustaining demurrer  
to defendants 3<sup>d</sup> & 4<sup>th</sup> (Additional) pleas  
2<sup>d</sup> In overruling motion for new trial  
3<sup>d</sup> In giving judgment for Plaintiffs  
4<sup>th</sup> In admitting improper testimony  
and for other errors errors and  
misapprehensions, wherefore they pray the  
Judgment of this Court upon said record  
Seland & Blanchard  
attys for appellants  
and appellee joins in  
Error

by A. C. Stevenson &  
another his attys



A. E. Steenerson

<sup>no</sup>  
George C. Solomon





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George L. Lemmon Sen  
Genos Hartly  
Agor Capron

<sup>10</sup>  
Adrian Stevenson

Record

Filed April 18. 1864  
L. Leland  
Clerk