


No. 12240

Supreme Court of Illinois

French

vs.

Wadsworth

71641  7

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Augustus C. French
for the use of the People
of the State of Illinois
vs

Elijah S. Waldworth
et al

[122000]

Declaration

Filed May 20th 1854.
L. Seland Clk.

In the Supreme Court of the State of Illinois
Third Grand Division of the Term
A.D. 1855-

Augustus C. French late Governor
of the State of Illinois who sues for the
use of the People of said State plaintiff
in this suit complains of Elisha S. Wadsworth
Thomas Dyer Francis C. Sherman
Hugh S. Wiley and Mark Skinner defen-
dants Summons of a plea of breach
of Covenant

That whereas the said def-
endants on the 29th day of April A.D. 1848 to
wit at the State aforesaid executed and deliv-
ed to the plaintiff their writing obligatory
by them subscribed and sealed with their
seals which writing obligatory is now here
shown to the court and is in substance as
follows, Whereas his excellency Augustus C.
French Governor of the State of Illinois has
designated and appointed Elisha S. Wadsworth
of the City of New York in the State of
New York agent of the State of Illinois for the
payment of interest upon the State debt. Now
therefore know all men by these presents that
we Elisha S. Wadsworth Thomas Dyer Francis
C. Sherman Hugh S. Wiley and Mark
Skinner all of the City of Chicago, in the

in the County of Cook and State of Illinois
do for ourselves our heirs executors administrators
and assigns agree to and with the Governor
of the State of Illinois and his successors
in office to be held and to be come securities
for the above named Cullis Wadsworth to
the People of the State of Illinois that all
monies placed by the authority of the State
of Illinois in the hands of her said agent Cullis
Wadsworth shall at all times be applied
and paid out and fully accounted for to the People
of the State of Illinois through her legally authorized
agent or agents in such manner as the
present Governor may direct or as may be here-
after directed by any Governor or agent or other
officer of said State of Illinois empowered or
authorized by law to contract or direct in rela-
tion thereto In witness whereof we have hereunto
set our hands & Seals this twenty ninth day of
April AD one thousand eight hundred and forty
eight

C. Wadsworth Seal
Chas. Dyer Seal
Francis C. Sherman Seal
Henry T. Wiley Seal
Mark Skinner Seal

And the plaintiff avers that after the execution
and delivery of the aforesaid writing obligatory
by said defendants to wit on the first day

of October 1834 & wit at the State aforesaid
a large sum of money to wit the sum of three
hundred thousand dollars was placed in
the hands of said Julius Wells worth as
the agent of said State of Illinois for the payment
of interest upon the State debt, by the authority
of the State of Illinois & was viz by the direction
of Col. A. Matteson who was then and there Governor
of said State of Illinois duly elected and qualified
and authorized by law to control and direct
in that behalf, which said sum of money was
then and there received by said Julius Wells
worth as agent of said State as aforesaid
& which said sum of money was then and there
the money of the State of Illinois and was
then and there a part of the revenue of the
said State of Illinois viz a part of the interest
fund belonging to said State and provided for
by an act entitled an act to provide for paying
a portion of the interest on the State debt app-
roved March 1st 1835 And the plaintiff avers
that the aforesaid sum of money was placed
in the hands of said Julius Wells worth and
received by him as aforesaid for the purpose
of being used in paying a portion of the interest
upon the debt of said State according to the
provisions of the act of the Legislature above
referred to, and afterwards while said sum

of money remained in the hands of said
Julius Wadsworth as agent of the said State
as aforesaid for the purpose aforesaid to wit
on the first day of December A.D. 1854 to wit
at the State aforesaid the said Genl. A. Matthews
who was then & true Governor of said State
of Illinois and authorized by law to control
and direct in that behalf directed the said
Julius Wadsworth to apply and pay over
on the first day of January A.D. 1855 or as
soon thereafter as the same should be demanded
at the place of business of the said Julius Wad-
sworth in and to the persons entitled
thereunto said sum of money or so much thereof
as should be necessary for that purpose
to pay to the persons entitled thereunto fifteen
dollars interest upon each one thousand
dollars of the debt of said State for which
said bonds or internal improvement bonds
of said State had been issued by said
State (except the bonds which had been
hypothecated to McAlister & Stebbins)
And the plaintiff avers that the said Julius
Wadsworth on the said first day of January
A.D. 1855 to wit at the State aforesaid disregarding
his duty in that behalf absolutely refused to apply
said sum of money or any portion thereof to the
payment of the interest aforesaid and then

and then wrongfully and unlawfully appropriated and converted the said sum of money to his own private use so that the same could not be paid upon the interest due from said State as aforesaid although the said sum of money had not before that time been with drawn from the hands of said Julius Wadsworth by said State or any authorized agent of said State or paid out by the authority of said State or for the benefit of said State but then & there remained in the hands of said Julius Wadsworth as agent of the said State as aforesaid for the purpose aforesaid and the plaintiff further avers that no portion of the aforesaid sum of money so placed as aforesaid in the hands of the said Julius Wadsworth as agent of the said State as aforesaid has ever been applied or paid out by said Wadsworth for the payment of interest due from said State or paid out by the authority of the plaintiff or of the said State of Illinois or in pursuance of any law of said State or paid out by the direction of any officer or agent of said State empowered or authorized by law to control or direct relative thereto and that no portion of said sum was ever accounted for to the People of said State by said

Wadsworth, and the plaintiff says that
afterwards to wit on the 10th day of February
A.D. 1855 the said Genl. A. Matteson who
was then & now ever since both town
and State is Governor of the State of Illinois
did direct and require the said Julius
Wadsworth to account to the People of
the State of Illinois for the money belong-
ing to said State so as aforesaid placed
in the hands of said Julius Wadsworth
as Agent of said State, and to pay the
said sum of money to Wm. Caspore who
was then and then designated and appoint-
ed by said Genl. A. Matteson to receive the
said sum of money of and from the
said Wadsworth for and on behalf of
said State of which said Julius Wadsworth
then and then had notice. And the said
plaintiff in fact says that the said Julius
Wadsworth did not nor would account
to the People of the said State of Illinois
for the said sum of money or any part thereof
but so to do both without neglect and
refusal and that the said Julius Wad-
sworth did not nor would pay the said
sum of money to said Wm. Caspore or to
any other person authorized to receive the
same on behalf of said State but so to do

wholly neglected and refused and still
doth neglect and refuse of all of which
the said defendants then & since had notice
But the said defendants have not nor have
either of them though often requested do
do pay the said sum of money or any
portion thereof to the State of Illinois or to
any authorized agent of said state

(2nd)

Count -

For that whereas heretofore
said defendants viz on the 29th day
of April 1848 - at the State of Illinois
made and sealed their certain writing
obligatory of that date - and delivered
the same to said Augustus C. French
plaintiff - and thereby, after reciting
that said Augustus C. French (plaintiff) then
Governor of the State of Illinois had
designated and appointed Julius Wallworth
of the City of New York in the State of New
York agent of the said State of Illinois
for the payment of interest upon the State
debt - then and there did agree to and
with plaintiff (designating him in said writ-
ing obligatory in that behalf - "the Governor of
the State of Illinois"), who then and there was
Governor of the State of Illinois, and to & with
his successors in office to be held and
become securities for the above named
Julius Wallworth - to the People of the State
of Illinois - that all monies placed
by authority of the State of Illinois in the
hands of her said agent Julius Wallworth
should be at all times applied and paid
out and fully accounted for to the People
of the State of Illinois through her legally

authorized agent or agents in such manner as the then Governor might direct or as might be directed thereafter by any Governor or agent or other officers of said State of Illinois empowered or authorized by law to control or direct relative thereto —

And plaintiff in fact says that afterwards to-wit on the first day of January A. D. 1855 - at New York viz at the State afore said said Julius Wallsworth as such agent of the State of Illinois for the payment of interest upon the State debt had in his hands - a large amount of money - belonging to the State of Illinois - viz the sum of five hundred ^{thousand} dollars which sum of money was then & there a part of the revenue of said State - and was then and there a part of the Interest Fund provided for by a certain act of the legislature of the State of Illinois - Entitled "An act to provide for paying a portion of the interest on the State debt" approved March 1st 1845 -

which ~~some~~ ^{sum} of money had before that time been by the authority of the State of Illinois - viz by the direction of Joel A. Matteson - who was then and there the Governor of the State of Illinois duly elected and qualified - and authorized

by law to control and direct in that
behalf - before that time and after the
execution of said writing obligatory - viz
on the 1st day of October A. D. 1854 -
viz at the State aforesaid - placed in
the hands of such agent of said State
Julius Wadsworth - to be by him
paid out - in reducing ~~and discharging~~
~~the interest upon that part of the state~~
the interest on the state debt - or such
parts thereof as he should be thereunto
required by said State or any officer
or agent thereof empowered ~~by~~ by law
to control or direct relative thereto -

Yet plaintiff in fact says that said
Julius Wadsworth did ^{not} nor would apply
or pay out said sum of money or any part
thereof to the payment of any portion of the in-
terest upon the debt of said State nor in any
manner apply or pay out said sum ~~of~~
of money ^{or any part thereof}
or account for the same, to said People of
the State of Illinois or to any one for said
State - but on the contrary afterwards
viz on the 1st day of January A. D. 1855
at New York - viz at the State aforesaid -
said Julius Wadsworth unlawfully con-
verted the same to his own use - so that
the same could not be paid or applied
in payment of any portion of the interest due

upon the debt of said State or any part thereof - nor could the same be paid over to said State or to any person for her - or to any person by the direction of any agent or officer of said State -

And plaintiff further says that afterwards - viz on the 20th day of February A.D. 1855 - at New York viz at the State aforesaid - Joel A. Matteson then governor of the State of Illinois - duly elected and qualified as such and successor in office to the plaintiff - and fully authorised by law to direct in that behalf - did then & there require and direct said agent Julius Wadsworth - that he should account fully to the People of the State of Illinois through Eli Osgood (who then & there was a legally authorised agent of the State of Illinois in that behalf) - and to pay over said large sum of money (still remaining unaccounted for as aforesaid) to said Eli Osgood who was then and there an agent of the State of Illinois - designated and appointed by said Joel A. Matteson as such Governor - to require such accounting and to demand, accept and receive said sum of money for & in behalf of the State of Illinois from her said agent Julius Wadsworth

of all which the said Julius Wells
worth had notice -

Yet said plaintiff says that said
Julius Wadsworth did not nor would
in any manner account to the People
of the State of Illinois for said sum
of money or any part thereof -

And did not nor would pay over
said sum of money or any part thereof
to the said Uri Osgood - or to the People
of the State of Illinois - ~~or~~ to said State
or to any agent or officer thereof - but
so to do then & there utterly refused and
neglected and still does neglect and
refuse so to do - of all which defend
ants had notice -

And plaintiff avers that neither the
defendants - nor any one of them nor
any one for them has ever paid over or
accounted for said sum of money or
any part thereof to the People of the State
of Illinois - ~~or~~ to the State of Illinois
or to any one authorized to receive the
same - but so to do have ever neglected
& still do neglect - -

Clifford & Wallace
Attorneys

And plaintiff saith that by reason
of the breaches of the covenants
of the said Defendant - in both
the above counts a piqueed - plaintiff
 hath sustained damages to the
sum of five hundred thousand
dollars and therefore brings his suit &c

Lickey & Allen
Glover & Cook

plffs atty

A copy of the bond ~~is~~ on is given in the
first count of the declaration & while the
plaintiff signs

STATE OF ILLINOIS,
LaSalle County

} SS.

THE PEOPLE OF THE STATE OF ILLINOIS,

TO THE SHERIFF OF ^{600th} SAID COUNTY, — GREETING:

WE COMMAND YOU THAT YOU SUMMON

*Elisha S. Madsworth, Thomas Dyer,
Francis C. Sherman, Hugh T. DeKey & Clark Skinner* —

if *they* shall be found in your County, personally to be and appear before the ^{Supreme} ~~Circuit~~ Court of said ~~State~~, on the first day of the next term thereof, to be holden at the Court House in Ottawa, in said ^{LaSalle} County, on the *second Mon-*

day of *June* next, to answer unto *Augustus C. French* — late *Governor of the State of Illinois* — who sues for the use of *the People of the State of Illinois* — plaintiff in a plea of *Covenant broken* —

to the damage of the said plaintiff as he says, in the sum of *five hundred thousand* Dollars. And have you then and there this writ, with an endorsement thereon, in what manner you execute the same.

Hon. John D. Caton Chief Justice
WITNESS, ~~JOHN E. NASH~~, Clerk, of our said Court, and the seal thereof, at Ottawa,

this *4th* day of *May* A. D. 185*5*,

L. Leland Clerk.

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Augustus C. French
Jr. et. al. vs

Elisha S. Madewath et al.

Summons -

9 Served this process
by reading the same
to & in the presence &
hearing of the —

~~Served by reading to the~~
within named Elisha
& Madsworth Thomas
Dyer Francis C. Sherman
and Hught & Dickey
May 7th 1855 the
within named Mark
Skinner not found
in my county

H Services	200
21 Miles	105
1 Return	10
	<u>315</u>

James Andrew Sheriff
Cook County
By J. H. Norton J. P.

Filed May 9. 1855.
L. Seland Clk.

State of Illinois . Supreme Court thereof . To
the June Term A.D. 1855 -

Joel A. Matheron . Governor of the State of
Illinois - and Successor in office of
Augustus C. French - late Governor
of the State of Illinois -

vs

Action of Covenant
Damages \$500.000

Elisha S. Wadsworth
Thomas Dyer
Francis C. Sherman
Hugh J. Dickey +
Mark Skinner

The Clerk of said Court will issue
summons in above case - to Cook
County -

Dickey + Wallace
Glover + Cook

Noel A. Matteson, Governor
of the State of Illinois and Successor
in Office of Augustus C. French,
late Governor of the State of Ills.

vs
Elisha S. Washburn, Thomas Dyer,
Francis C. Sherman, Hugh J. Dickey
and Mark Skinner.

Action of Covenant.

Damages \$500,000.

Precipe for Summons.

Filed May 4, 1855,
S. Ireland Clerk.

State of Illinois - Supreme Court - To
the June Term A. D. 1855 -

Augustus C. French late Governor of
the State of Illinois - who sues for the
use of the People of the State of Illinois

vs

Elisha S. Wadsworth

Thomas Dyer

Francis C. Sherman

Hugh T. Dickey &

Mark Skinner

Action of Covenant

Damages \$500,000

The Clerk of the Supreme
Court at Ottawa will issue summons
in the above case - to Cook County

Dickey & Wallace
Glover & Cook

Augustus C. Bruch - late gov-
ernor of the State of Illinois, was
sued for the use of the people of
the State of Illinois.

vs
Elisha S. Wadsworth, Thomas Dyer,
Francis C. Sherman, Hugh T. Dickey
and Mark Skinner.

Action of Covenant.
Damages \$500,000.

Recipe for Summons.

Filed May 4, 1855
L. Blair Clerk

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A. C. French for vs.

vs

E. S. Wadsworth vs.

1855

1855

12240

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1855