

12179

No. _____

Supreme Court of Illinois

Hulme, et al

vs.

Renick

71641  7

State of Illinois
County of Cook S. S.

Pleas before the Honorable John M. Wilson
Judge of the Cook County Court of Common Pleas within
and for the County of Cook and State of Illinois at a
regular Term of said Cook County Court of Common Pleas
begun and held at the Court house in the City of Chicago
in said County and State on the first Monday being the
fifth day of February in the year of our Lord one thousand
eight hundred and fifty five and of the Independence of
the United States the Seventy ninth.

Present The Hon. John M. Wilson Judge

Daniel McHenry Prosecuting Attorney

James Andrew Sheriff

Attest

Walter Kimball

Clerk

Be it remembered that heretofore to wit on the
sixth day of January A. D. one thousand eight
hundred and fifty five came Robert M. Ruick, Plaintiff
in this suit by Scammon and Mc Lagg his Attorneys
and filed in the Office of the Clerk of the Cook County
Court of Common Pleas a Preceipe for Summons
against Isaac Cook, defendant, which said preceipe
is in words and figures as follows to wit.

Cook County Court of
Common Pleas.

Robert M. Renick

v

Asst

Isaac Cook

Dam \$4000.

The Clerk will please issue summons
in the above entitled cause returnable at the next
February Term of this Court.

Seammon & M^c. Cagg

Chicago Jan: 6. 1855.

Plff Attys.

And thereupon summons issued out of the Office of
said Cook County Court of Common Pleas in words
and figures as follows, to wit:

State of Illinois

County of Cook } S. S.

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

We command you that you summon Isaac Cook,
if he shall be found in your County, personally to be
and appear before the Cook County Court of Common
Pleas, of said County on the first day of the next term
thereof, to be holden at the Court house in the City of
Chicago in said County on the first Monday of February
next to answer unto Robert M. Renick in a plea of
Trespass on the case on promises, to the damage of the
said Plaintiff as he says in the sum of Four thousand
dollars.

And have you then and there this writ,
with an endorsement thereon, in what manner
you shall have executed the same.

Witness Walter Kimball, Clerk of our said



Court, and the Seal thereof, at
the City of Chicago, in said
County, this 6th day of January
A. D. 1855.

Walter Kimball. Clerk.

Served by reading to the within named Isaac
Cook. January 9, 1855.

Isaac Andrews. Sheriff.

By L. W. Norton. Deft.

And also on the said sixth day of January A. D. Eighteen
hundred and fifty five the said Plaintiff by his said Attorneys
filed in the Office of the Clerk of said Court his Security for costs
in this cause, in words and figures as follows to wit.

Cook County Court of
Common Pleas.

Robert, W. Remick

Isaac Cook ...

We do hereby enter ourselves as
security for costs in the above entitled cause and
acknowledge ourselves bound to pay or to cause to be
paid all costs that may accrue in this action either
to the opposite party or to any of the Officers of this
Court under the Laws of this State.

Seammon & McLaughlin

Pliffs Attys.

Chicago

Jan: 6. 1855.

And thereafter to wit on the twenty second day of January in the
year aforesaid the said Plaintiff by his said Attorneys filed in
the Office of the Clerk of said Court his Declaration in this
cause in words and figures as follows to wit.

Cook County Court
of Common Pleas.
Of February Term A. D. 1855.

State of Illinois }
Cook County S. S. }

Robert M. Renick Plaintiff in this suit
by Leamon McElagg his Attornies complains of Isaac
Cook Defendant in this suit of a Plea of Trespass in
the case on Promises.

For that whereas one George Hulme, under
the name style and description of Geo. Hulme on the
sixteenth day of October in the year of our Lord one
thousand eight hundred and fifty four (A. D. 1854)
at Saint Louis to wit, at Chicago, in the County of
Cook aforesaid, made his certain Bill of Exchange in
writing, and directed the same to Mess. Hulme
and White, Young America Chicago, Ill, and
thereby required the said Hulme and White to pay
to the Defendant under the name and description of
I. Cook or Order Two thousand dollars, Sixty days
after date for value received which period has now
elapsed, and the said Defendant under the name
and description of I. Cook then and there endorsed
the said Bill and delivered the said Bill so
endorsed to one Jas. J. Peters and the said Jas.
J. Peters then and there endorsed the said Bill and
then and there delivered the said Bill to the said
Plaintiff And the said Hulme and White did not
pay the said Bill although the same was there
presented to them, on the day when it became due,
of all of which the said Defendant then and there
had due notice, by means whereof the said Defendant
became liable to pay to the said Plaintiff the said

sum mentioned in said Bill.

And whereas also the said Defendant afterwards to wit on the first day of January in the year of our Lord one thousand eight hundred and fifty five to wit at Chicago, in the County of Cook aforesaid became and was indebted to the said Plaintiff in the sum of Four thousand dollars for Goods Wares & Merchandise before that time and then sold and delivered by the said Plaintiff to the said Defendant at his special instance and request And in the sum of Four thousand dollars for work and labor done and materials for the same provided by the said Plaintiff for the said Defendant at his special instance and request And in the sum of Four thousand dollars for money then and there lent by the said Plaintiff to the said Defendant at his special instance and request And in the sum of Four thousand dollars for money then and there paid by the said Plaintiff for the use of the said Defendant at his special instance and request And in the sum of Four thousand dollars for money then and there received by the said Defendant to the use of the said Plaintiff and in the sum of Four thousand dollars for interest due from the said Defendant to the said Plaintiff for and in respect of the said Plaintiffs having forborne and given day of payment of money due from the Defendant to the said Plaintiff at the Defendant's request for a long time then elapsed And in the sum of Four thousand dollars for money found to be due from the Defendant to the Plaintiff on an account then and there stated ~~then~~ between them.

And whereas the said Defendant afterwards to

with in the day and year last aforesaid in the County
aforesaid respectively promised to pay the said several
sums of money respectively to the Plaintiff on request
Yet he hath disregarded his promises and hath not
paid any of the said moneys or any part thereof
to the Plaintiff altho often requested so to do To the
Plaintiff's damage of Four thousand dollars and
therefore he brings this his suit.

Seammon & McBagg
Plffs Atty's

Copy of acct. and draft paid on.

\$2000 ^{00/100}

Saint Louis Oct. 16. 1854

Sixty days after date pay to the Order of
J. Cook Two thousand dollars value received and
charge the same to the account of yours

To Mess. Hulme & White

Jno. Hulme

Young America, Chicago, Ill;

Indorsed "J. Cook." "Jas. T. Peters.

Isaac Cook

To Robert M. Runk Dr

To Goods Wares & Merchandise sold and delivered	\$ 4000.00
" Work and Labor done & materials furnished	4000.00
" Money lent	4000.00
" Money laid out and expended	4000.00
" Money received	4000.00
" interest	4000.00
" account stated	4000.00

And thereafter to wit on the sixth day of February in the
year aforesaid the said Defendant by Blackwell, Ballingall &
Underwood his Attorneys, filed in the Office of the Clerk of
said Court, his Demurrer to said Plaintiffs declaration in this

cause, in words and figures as follows, to wit.

Isaac Cook }
(at) } In the Cook County Court of
Robert M. Renick } Common Pleas. Of the Term of
February A. D. 1855.

And the said Isaac Cook by Blackwell Ballingal and Underwood his Attorneys comes and defends the wrong and injury when he and says that the said several counts of the said Declaration, and the matters therein contained, in manner and form as the same are above stated and set forth, are not sufficient in Law, nor are either of the said counts in the said Declaration sufficient in Law for the said Robert M. Renick to have or maintain his aforesaid action thereof against him the said Isaac Cook, and that he the said Isaac Cook is not bound by law to answer the same, and this he is ready to verify, Wherefore he prays Judgment &c.

And the said Isaac Cook according to the form of the Statute in such case made and provided, states, and shows to the Court here, the following causes of Demurrer to the said Declaration and each count thereof, viz^t

1. Because the drawers of the said Bill in the said first count of the said Declaration, mentioned, are not designated by their Christian names in said count.
2. Because it is not alleged in the said first count that the said Bill was duly presented to the said drawers for acceptance before the day of payment arrived.
3. Because in the said first count no consideration is alleged for the indorsement or promise of the said Defendant.

4. Because the said first Count does not allege any promise by the said Defendant to pay said Bill in the event of its dishonor by the said drawers, nor does said Declaration.
5. Because no breach of the promise in said first count mentioned is alleged in said declaration.
6. Because the said second Count is bad for duplicity in this, there are seven distinct causes of action embraced and included in said count.
7. Because there are several promises and undertakings alleged in the said second Count.
8. Because no consideration is alleged in the said second counts for the several promises therein set forth.
9. Because there is no sufficient and certain breach of the said several promises alleged in the said second Count.
10. And also because the said Declaration and the several Counts thereof, and each of them are in other respects uncertain, informal and insufficient.

Blackwell, Ballingall & Underwood
per d.

And thereafter to wit on the twenty eighth day of February in the year aforesaid the said Plaintiff by his said Attorneys, filed in the Office of the clerk of said court, his Rejoinder to said Demurrer, in words and figures as follows, to wit.

Cook County Court of Common Pleas.

Robert. W. Kunick

vs.
Isaac Cook

And the said Plaintiff saith that the said

several counts of the said Declaration and the matters therein contained in manner and form as the same are therein stated and set forth are sufficient in law for the said Plaintiff to have and maintain his aforesaid action thereof against the said Defendant and the said Plaintiff is ready to verify and prove the same as the Court here shall direct and award. Wherefore inasmuch as the said Defendant hath not answered the said Declaration nor hitherto in any manner denied the same the said Plaintiff prays judgment and his damages by reason of the not performing of the said several promises and undertakings in the said Declaration mentioned to be adjudged to him of.
Scammon & McBagg
for Plff.

And afterwards, to wit, on the seventeenth day of March being one of the days of the February Term of said Court A. D. one thousand eight hundred and fifty five, the following proceedings were had in said cause and entered of Record to wit.

Robert M. Reuick
vs. } Abst
Isaac Cook

And now comes the said Plaintiff by Scammon & McBagg his Attorneys and the Defendant by Blackwell, Ballingall & Underwood his Attorneys also come and after the argument of Counsel heard on said Defendants demurrer to said Plaintiffs declaration herein the Court being now fully advised thereon overrules said demurrer and said Defendant elects

to stand by his said demurrer.

And thereupon said Defendant saying nothing further in bar or preclusion of the said Plaintiffs action against him wherefore the said Plaintiff ought to have and recover of the said Defendant his damages herein sustained by occasion of the premises and the Court after hearing the allegations and proofs submitted by said Plaintiff and being now fully advised in the premises, assesses the said Plaintiffs damages to the sum of Two thousand and thirty dollars.

Therefore it is considered that the said Plaintiff do have and recover of the said defendant his damages of Two thousand and thirty dollars in form aforesaid by the Court here assessed and also his costs and charges by him about his suit in this behalf expended and have execution therefor.

And thereupon said defendant prays an Appeal to the Supreme Court of the State of Illinois which is allowed by the Court on his filing Bond in the usual conditions with Philander Eddy or Hugh J. Dickey as surety, during the present Term in the sum of four thousand dollars.

And thereafter to wit on the Twenty sixth day of March A. D. One thousand eight hundred and fifty five the said Defendant filed in the Office of the Clerk of said Court his Appeal Bond in words and figures as follows to wit

Know all men by these presents that we Isaac
Cook and Philander Eddy are held and firmly bound
unto Robert M. Kenick in the penal sum of Four
thousand dollars Witness our hands and seals this
26th day of March A. D. 1855.

The condition of the above obligation is such that
whereas the the said Robert M. Kenick did on the
seventeenth day of March A. D. 1855 recover a judgment
against the above bounden Isaac Cook, in the
Cook County Court of Common Pleas, in an action of
assumpsit for Two thousand and thirty dollars and
— cents damages, And whereas the said Isaac Cook
hath prayed for and obtained an Appeal from such
Judgment to the Supreme Court of the State of Illinois,
returnable to the said Supreme Court to be holden
at Ottawa in the third grand division of said State
on the second Monday in the month of June next
Now if the said Isaac Cook shall duly prosecute
his Appeal and pay to the said Robert M. Kenick
such Judgment, costs, interest and damages as shall be
awarded by the said Supreme Court in case the
said Judgment shall be affirmed then this obligation
to be void, else to remain in full force and effect

I. Cook (S.S.)

Philander Eddy (S.S.)

Approved by me
John M. Wilson Judge of

State of Illinois &
County of Cook & C.

I Walter Kimball Clerk
of the Cook County Court of Common Pleas,
within & for said County and State do hereby certify
that the foregoing is a full true and correct
true transcript of the original papers and also
of the Orders entered of Record in said Court
now on file in my office, in the case of Robert
Mc Kenick vs Isaac Cook.

In Testimony whereof I have here
unto subscribed my name and affixed
the Seal of said Court at Chicago in
said County this 4th day of June
A.D. 1855

Walter Kimball Clerk

Isaac Cook

v

Robert Mc Kenick

} In the Supreme Court of Illinois
Third Grand Division of
the June term 1855.

And now comes the said appellant
by his attorneys J.C. and says that
in the read of the proceedings and
in the rendition of the judgment
aforesaid manifests error both
adversely to his prejudice in
this, to-wit,

1. The said Cook County Court of Common

Then erred in overruling the decision
of the said appellate to the declaration
of the said appellee.

2. The said Court erred in rendering
a judgment in favor of the said
Appellee, when by the laws of the
land the said judgment ought to
have been rendered in favor
of the said appellant.

And this said appellant is
ready to verify &c. Wherefore he
seeks judgment &c.

Maxwell Ballinger &
Mudrood
attys for appellant.

87

Robert M. R.

ats.

Dea. Cook

Manuscript

Filed Wednesday June

13-1855

L. Beland Clerk

Costs Taxed

For Docket 5⁰⁰

The State of Illinois
In Supreme Court }
Robert M. Remick }
at }
George Hulme stat }
Frank Cook County
County of Common
Pleas.
doctored in time

And now comes the defendant in issue
and says that there is no error in said
verdict and proceedings aforesaid - or in
giving judgment aforesaid. And he
therefore prays that the judgment in
all things in form as aforesaid
may be affirmed &c

E. B. McGagg
Sherman Waite
Atty for defendant in
error.

See Supreme Court

Robert M. Hermann

ato.

George. Holmes stark

"

bordered in trees

Filed July 22 1854.
V. Heland Clerk.

E. Bell Esq
Shimmy & Marto
Alpen daubally

The State of Illinois ~~Frank Cook~~ County Court of
~~Frank Cook~~ ³ Common Pleas.

Robert M. Remick ³ In Supreme Court

^{cto}
Isaac Cook ³

And now comes
the said Robert M. Remick by R. F. Warts
his attorney. and says that by any-
thing in said case assigned ~~the~~
judgment aforesaid ought not to be
revoked annulled or held for naught. because
he says ~~that said~~ there is no error in
said record and proceedings aforesaid
in the form aforesaid; and he
prays that said judgment may be
examined by the Honorable Court, and
that said judgment aforesaid, as
given may be affirmed

McBagg, R. F. Warts &

R. G. Shumway

Attys for the
defendants in error

In Supreme Court

Grace Cook

vs.

R. M. Rummick

bonded in Taxes

Filed July 2, 1855.
Melanck.

E. B. M. Cogg
Sherman & Warte
Superior Court

State of Illinois }
County of Cook } S. S.

Pleas before the Honorable John M. Wilson
Judge of the Cook County Court of Common Pleas within
and for the County of Cook and State of Illinois at a
regular Term of said Cook County Court of Common Pleas
begun and held at the Court House in the City of Chicago
in said County and State on the first Monday being the
fifth day of February in the year of our Lord one thousand
eight hundred and fifty five and of the Independence of
the United States the seventy ninth.

Present The Hon. John M. Wilson Judge
Daniel M. Story, Prosecuting Attorney

James Andrew, Sheriff

Attest

Walter Kimball Clerk

Be it Remembered that heretofore to wit on the
sixth day of January A. D. One thousand eight
hundred and fifty five came Robert M. Kenick,
Plaintiffs in this suit, by Scammon & Mc Cagg his
Attorneys and filed in the Office of the Clerk of the Cook
County Court of Common Pleas a precept for summons
against George Hulme and J. Stockton White
defendants, which said precept is in words and
figures as follows to wit.

Cook County Court
of Common Pleas.

Robert M. Renick

^{vs}
George Hulme and
J. Stockton White

Plaintiff

Defendant \$4000.00.

The clerk will please issue Summons
in the above entitled cause, returnable at the next
February Term of this Court.

Chicago.

Jan'y 6. 1855.

Seammon & Melcage
Plff Attys

And thereupon summons issued out of the Office
of the clerk of said Cook County Court of Common
Pleas in words and figures as follows to wit.

State of Illinois

County of Cook & B.

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

We command you that you summon George
Hulme & J. Stockton White, if they shall be found
in your County, personally to be and appear before
the Cook County Court of Common Pleas in
said County, on the first day of the next Term there,
to be holden at the Court House, in the City of Chicago,
in said County on the first Monday, of February next
to answer unto Robert M. Renick in a plea of
trespass on the case on promises, to the damage of
the said Plaintiff as he says in the sum of Four
thousand dollars. And have you then and

there this Writ, with an endorsement thereon, in what manner you shall have executed the same.

Witness Walter Kimball, Clerk of our
said Court, and the Seal thereof at
the City of Chicago, in said County this
6th day of January A. D. 1855.

Walter Kimball Clerk

"Served by reading to the within named George
Hulme & J. Stockton White this Jan'y 10. 1855.

James Andrew Sheriff

By L. A. Sammon Depy.

And also on the said sixth day of January A. D.
Eighteen Hundred and fifty five the said Plaintiffs by
their said Attorneys filed in the Office of the Clerk of said
Court, their Security for costs in words and figures as
follows to wit:

Cook County Court of
Common Pleas.

Robert M. Ruuck

(vs)

George Hulme and
J. Stockton White

We do hereby enter ourselves Security
for costs in the above entitled Cause & acknowledge
ourselves bound to pay or cause to be paid all
costs that may accrue in this action, either to the
opposite party, or to any of the Officers of this
Court, under the Laws of this State.

Chicago

Jan'y 6. 1855

Sammon & Mcbaggs

Pliff Attys.

And thereafter to wit on the twenty second day of January A. D. Eighteen hundred and fifty five said Plaintiff by his said Attorneys filed in the Office of the Clerk of said Court, his declaration in said cause, which said Declaration is in words and figures as follows, to wit.

Cook County Court of
Common Pleas.

Of February Term A. D. 1855.

State of Illinois)
Cook County) ss.

Robert M. Reuck Plaintiff in this
suit by Teammon & McEaggs his Attorneys com-
plains of George Hulme and J. Stockton White now
or late Copartners doing business under the name
style and description of Hulme and White defendants
in this suit of a Plea of Trespass on the case on
promises.

For that whereas one George Hulme under the
style and description of Geo. Hulme heretofore to wit
on the sixteenth (16th) day of October in the year
of our Lord one thousand eight hundred and fifty
four (A. D. 1854) in Saint Louis, to wit, at Chicago,
in the County of Cook aforesaid, made his certain
Bill of Exchange in writing, and directed the same
to the said Defendants under the name style and
description of Messrs. Hulme & White Chicago, Ill.
and thereby required the said Defendants to pay to
the order of J. Cook Two thousand dollars, value
received, Sixty days after date, which period has now
elapsed, and the said Defendants then and there under
the name style and description of Hulme & White
accepted the said Bill of Exchange, and the said

I took then and there endorsed the said Bill of Exchange, and then and there delivered the said Bill so endorsed to the said Plaintiff, and the said Defendants then and there promised the said Plaintiff to pay the said Bill according to the tenor and effect thereof and of the said acceptance and endorsement.

And whereas also the said Defendants afterwards to wit on the first day of January in the year of our Lord one thousand eight hundred and fifty five to wit at Chicago, in said County of Cook became and were indebted to the said Plaintiff in the sum of Four thousand dollars for Goods Wares and Merchandize before that time and then sold and delivered by the said Plaintiff to the said Defendants at their request. And in the sum of Four thousand dollars for work and labor done and materials provided by the said Plaintiff for the said Defendants at their request. And in the sum of Four thousand dollars for money then and there lent by the Plaintiff to the said Defendants at their request. And in the sum of Four thousand dollars for money then and there paid by the said Plaintiff for the use of the said Defendants and at their request. And in the sum of Four thousand dollars for money then and there received by the said Defendants for the use of the said Plaintiff. And in the sum of Four thousand dollars for interest due from the said Defendants to the said Plaintiff for and in respect of the Plaintiff having forbore and given day of payment of money due from the Defendants to the Plaintiff at the Defendants request for a long time then elapsed, And in the

sum of Four thousand dollars for money found to be due from the said Defendants to the Plaintiff on an account then and there stated between them And whereas the said Defendant afterwards to wit on the day and year last ^{in the County aforesaid} respectively promised to pay the said several moneys respectively to the Plaintiff on request. Yet they hath disregarded their promises, and altho' often requested so to do have not paid any of the said moneys or any part thereof to the said Plaintiff To the Plaintiff's damage of Four thousand dollars, and therefore he brings this his suit &c

Sammon & McEaggs
Plff Attys.

Copy of Bill sued on

\$2000 w/o

Saint Louis Oct. 16, 1854

Sixty days after date. Pay to the order of J. Cook, Two thousand dollars, value received, and charge the same to account of Yours
J. Messrs. Hubne & White
Young America, Chicago &

Geo. Hubne

At: Endorsed: J. Cook

Hubne & White

To Robert M. Rameck Dr

To Goods Wares & Merchandize sold & delivered	\$4000.00
" Work labor done and materials furnished	4000.00
" Money lent	4000.00
" " paid out & expended	4000.00
" " received	4000.00
" interest	4000.00
" account stated	10000.00

And afterwards to wit on the sixth day of February in the year aforesaid the said Defendants by Blackwell Ballingall Underwood, their Attorneys, filed in the Office of the Clerk of said Court, their Demurrer to said Plaintiffs declaration in said cause, in words and figures as follows, to wit:

George Hulme and
D. Stockton White

at
Robert M. Kenick

In the book County Court
of Common Pleas. of the Term
of February A. D. 1855

And the said Hulme and White by Blackwell Ballingall and Underwood their Attorneys come and defend the wrong and injury when &c and say that the said several counts of the said declaration and the matters therein contained, in manner and form as the same are therein stated and set forth are not sufficient in law, nor are either of the said counts sufficient in law for the said Robert M. Kenick to have or maintain his aforesaid action thereof against them the said Hulme and White, and that they the said Hulme and White are not bound by Law to answer the same And thus they are ready to verify. Wherefore they pray judgment &c

And the said Hulme & White according to the form of the Statute in such case made and provided state and show to the Court here the following causes of demurrer to the said Declaration and each count thereof viz:

1. Because in the said first count no consideration for the promise of the said defendants is alleged.

2. Because the said first count does not allege any promise by the said Defendants to pay said Bill or acceptance to the said Plaintiff, nor is any such

promise alleged in said Declaration

3. Because no breach of the promise in said first count mentioned, is alleged in said Declaration

4. Because the said second count is bad for duplicity in this, that several distinct causes of action are included in said count.

5. Because no consideration is alleged in said second count for the said several promises therein set forth.

6. Because there is no sufficient and certain breach of said several promises alleged in the said second count.

7. Because the said Declaration and each count thereof is in other respects informal uncertain and insufficient.

Blackwell, Ballingall
& Underwood

And thereafter to wit on the twenty eighth day of February in the year aforesaid the said Plaintiff by his said Attorneys filed in the Office of the Clerk of said Court, his Rejoinder to said Demurrer in words and figures as follows, to wit.

Cook County Court of Common Pleas.

Robert M. Penick

vs

George Hulme and

Stephen White }

And the said Plaintiff saith that the said several counts of the said Declaration and the matter therein contained in manner and form as the same are therein stated and set forth are sufficient in law for the said Plaintiff to

have and maintain his aforesaid action thereof against the said Defendants and the said Plaintiff is ready to verify and prove the same as the Court here shall direct and award wherefore inasmuch as the said Defendants hath not answered the said Declaration, nor hitherto in any manner denied the same the said Plaintiff prays judgment and his damages by reason of the not performing of the said several promises and undertakings in the said Declaration mentioned to be adjudged to him &c.

Seammon & McEagg
for Pliffs.

And afterwards to wit on the seventeenth day of March being one of the days of the February Term of said Court ~~At~~ D. Eighteen hundred and fifty five, the following proceedings were had in said house, and entered of record to wit

Robert M. Ruick

vs

George Mulme and
J. Stickton White

} Assumpsit

And now at this day comes the said Plaintiff by Seammon & McEagg his Attorneys and the said Defendants by Blackwell, Ballingall & Underwood their Attorneys also come - and after argument of Counsel heard on said Defendants demurrer to said Plaintiffs declaration herein, the Court being now fully advised thereon overruled said demurrer, and said Defendants elect to stand by their said demurrer.

And thereupon said Defendants paying nothing further in bar or preclusion of the said Plaintiffs action against

them, Therefore the said Plaintiff ought to have and recover of the said Defendants his damages herein sustained by occasion of the premises and the Court after hearing the allegations and proofs submitted by said Plaintiff and being now fully advised in the premises to the sum of Two thousand and thirty dollars.

Therefore it is considered that the said Plaintiff do have and recover of the said Defendants his damages of Two thousand and thirty dollars in form aforesaid by the Court here assest and also his costs by him about his suit in this behalf expended, and have execution therefor.

And thereupon said Defendants pray an Appeal to the Supreme Court of the State of Illinois which is allowed on their filing Bond in the usual conditions with Isaac Cook as surety to be filed during the present term in the sum of Four thousand dollars.

And thereafter to wit on the Twenty sixth day of March A. D. One thousand eight hundred and fifty five the said Defendants filed in the Office of the Clerk of said Court, their Appeal Bond in words and figures as follows, to wit.

Know all Men by these presents That we
George Hulme, Astockton White and Isaac Cook
are held and firmly bound unto Robert M. Kenick
in the penal sum of Four thousand dollars
Witness our hands and seals at Chicago this 26th
day of March A. D. 1855.

The condition of the above obligation is such
that whereas the said Robert M. Kenick did on
the seventeenth day of March A. D. 1855 recover
a Judgment in the Cook County Court of
Common Pleas against the said Hulme & White
in an action of assumpsit for the sum of Two
thousand and thirty dollars and — cents damages
And whereas the said Hulme & White have prayed
for and obtained an Appeal to the Supreme Court
of the State of Illinois from said Judgment
returnable to the said Supreme Court to be
holden at Ottawa in the third grand division of
said State on the second Monday in the Month
of June next Now if the said Hulme & White
shall duly prosecute their said Appeal and pay to
the said Robert M. Kenick such judgment, costs,
interest and damages as shall be awarded by the
said Supreme Court, in case the said Judgment
shall be affirmed, then this obligation to be void,
else to remain in full force and effect.

George Hulme (Seal)

Astockton White (Seal)

I. Cook (Seal)

Approved by me

John M. Wilson
Judge

Know all Men by these presents That we
George Hulme, Astorson White and Isaac Cook
are held and firmly bound unto Robert M. Kenick
in the penal sum of Four thousand dollars
Withup our hands and seals at Chicago this 26th
day of March A. D. 1855.

The condition of the above obligation is such
that whereas the said Robert M. Kenick did on
the seventeenth day of March A. D. 1855 recover
a Judgment in the Cook County Court of
Common Pleas against the said Hulme & White
in an action of assumpsit for the sum of Two
thousand and thirty dollars and — cents damages
And whereas the said Hulme & White have prayed
for and obtained an Appeal to the Supreme Court
of the State of Illinois from said Judgment
returnable to the said Supreme Court to be
holden at Ottawa in the third grand division of
said State on the second Monday in the Month
of June next Now if the said Hulme & White
shall duly prosecute their said Appeal and pay to
the said Robert M. Kenick such judgment, costs,
interest and damages as shall be awarded by the
said Supreme Court, in case the said Judgment
shall be affirmed, then this obligation to be void,
else to remain in full force and effect.

Approved by me

John M. Wilson
Judge

George Hulme (Seal)

Astorson White (Seal)

I. Cook (Seal)

State of Illinois }
County of Cook } S.F.

I Walter Kimball Clerk
of the Cook County Court of Common Pleas within
and for said County and State do hereby Certify
that the foregoing is a full true and correct
Transcript of the original papers and one of the
Orders entered of Record in said Court now on file
in my office, in the case of Robert M. Kenick vs
George Hulme & J. Stockton White.

In Testimony Whereof I have
hereunto subscribed my Name &
affixed the Seal of said Court at
Chicago in said County this 14th day
of June A.D. 1855

Walter Kimball Clerk

George Hulme and J. Stockton White } In the Supreme Court of
vs. } Illinois - This Grand
Robert M. Kenick } Session of the
True Term 1855.

And now comes the said appellants by their
attorneys and say that in the record of
the proceedings and in the rendition of
The Judgment aforesaid, manifest
error hath intervened to their prejudice
in the result,

1- The said Cook County Court of Common
Pleas erred in rendering a judgment
upon the common aforesaid in favor
of the said appellee.

2 - The said Court erred in rendering
judgment for the said appellee, when
by the laws of the law the said
judgment ought to have been for
the said appellants

And thus the said appellants
are ready to verify &c. wherefore
they pray judgment &c.

Blackwell Ballingall & Hudson
attys for appellants

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GEORGE HULME & J. STOCKTON WHITE, } In the Supreme Court of
vs. Illinois.
ROBERT M. RENICK. } Third Grand Division.
June Term, 1855.

Appeal from the Cook County Court of Common Pleas.

FACTS.

January 22, 1855, the appellee filed his declaration against the appellants, in the words and figures following; that is to say:—

STATE OF ILLINOIS, }
COOK COUNTY, } ss.

Cook County Court of Common Pleas of February Term, A. D., 1855.

Robert L. Renick, plaintiff in this suit, by Scammon & McCagg, his attorneys, complains of George Hulme and J. Stockton White, now or late co-partners, doing business under the name, style, and description of Hulme & White, defendants in this suit of a plea of trespass, on the case on promises,

For that, whereas, one George Hulme, under the style and description of George Hulme, heretofore, to wit, on the sixteenth (16) day of October, in the year of our Lord One Thousand Eight Hundred and Fifty Four, (1854), in St. Louis, to wit, at Chicago, in the County of Cook aforesaid, made his certain Bill of Exchange, in writing, and directed the same to said defendants, under the name, style, and description of Messrs. Hulme and White, Chicago, Ill., and thereby required the said defendants to pay to the order of J. Cork, Two Thousand Dollars, value received, sixty days after date, which period has now elapsed, and the said defendants, then and there, under the name, style, and description of Hulme & White accepted the said Bill of Exchange, and the said J. Cork then and there indorsed the said Bill of Exchange, and then and there delivered the said Bill, so indorsed, to the said plaintiff; and the said defendants then and there promised the said plaintiff to pay the said Bill according to the tenor and effect thereof, and of the said acceptance and indorsement.

And, whereas, the said defendants, afterward, to wit, on the first day of January, in the year of our Lord, One Thousand Eight Hundred and Fifty Five, to wit, at Chicago, in said County of Cook, became and were indebted to the said plaintiff, in the sum of Four Thousand Dollars, for goods, wares, and merchandise before that time and there sold and delivered by the said plaintiff to the said defendants, at their request; and in the sum of Four Thousand Dollars for work and labor done, and materials for the same, provided by the said plaintiff for the said defendants, at their request; and in the sum of Four Thousand Dollars for money then and there lent by the said plaintiff to the said defendants, at their request; and in the sum of Four Thousand Dollars for the use of the said plaintiff for the use of said defendants, and at their request; and in the sum of Four Thousand Dollars for money then and there received by the said defendants for the use of the said plaintiff; and in the sum of Four Thousand Dollars for interest due from the said defendants to the said plaintiff, for and in respect of the said plaintiff, having foreborn and given day of payment of money due from the said defendant to the plaintiff, at the defendants' request, for a long time then elapsed; and in the sum of Four Thousand Dollars for money found to be due from the said defendants to the plaintiff, on an account then and there stated between them. And, whereas, the said defendants, afterward, to wit, on the day and year last aforesaid, in the county aforesaid, respectively promised to pay the said several moneys respectively, to the plaintiff, on request, yet they hath disregarded their promises, and although often requested so to do, have not paid any of the said moneys, or any part thereof, to the plaintiff's damage of Four Thousand Dollars, and therefore he brings this his suit, &c.

SCAMMON & McCAGG,

Plaintiff's Attorneys.

February 6, 1855, Appellants filed their demurrer in these words, to wit:—

And the said Hulme & White, by Blackwell, Billings & Underwood, their Attorneys, comes and defends the wrong and injury when, &c., and say that the said several counts of the said declaration, and the matters therein contained in manner and form, as the same are therein stated and set forth, are not sufficient in Law, nor are either of the said counts sufficient in Law for the said Robert M. Rennie to

have or maintain his aforesaid action thereof against them, the said Hulme & White, and that they, the said Hulme & White, are not bound by law to answer the same, and this they are ready to verify. Wherefore they pray judgment, &c. And the said Hulme & White, according to the Statute in such case made and provided, state and show to the Court here, the following causes of demurrer to the said declaration and each count thereof, viz.:

1. Because in the said first count no consideration for the promise of the said defendants is alledged.
2. Because the said first count does not alledge any promise by the said defendants to pay said bill or acceptance to the said plaintiff, nor is any such promise alledged in said declaration.
3. Because no breach of the promise in said first count mentioned, is alledged in said declaration.
4. Because the said second count is bad for duplicity in this, that several distinct causes of action are included in said count.
5. Because no consideration is alledged in said second count for the said several promises therein set forth.
6. Because there is no sufficient and certain breach of said several promises alledged in said second count.
7. Because the said declaration, and each count thereof, is in other respects informal, uncertain and insufficient.

February 28, 1855, appellee joined in demurrer in the usual form.

March 17, 1855, the following judgment was rendered upon said demurrer, viz.:—

And now at this day comes the said plaintiff by Scammon & McCagg, his attorneys, and the said defendants by Blackwell, Ballingall & Underwood, their attorneys, also come, and after argument of counsel heard on said defendants' demurrer to said plaintiff's declaration herein, the Court being now fully advised thereon, overruled said demurrer, and said defendants elect to stand by their said demurrer.

And thereupon said defendants saying nothing further in bar or preclusion of the said plaintiff's action against them, wherefore the said plaintiff ought to have and recover of the said defendants his damages herein sustained by occasion of the premises, and the court, after hearing the allegations and proofs submitted by said plaintiff and being now fully advised in the premises, to the sum of two thousand and thirty dollars.

Therefore it is considered that the said plaintiff do have and recover of the said defendants, his damages of two thousand and thirty dollars in form aforesaid, by the court here assessed, and also his costs by him about his suit in this behalf expended, and have execution therefor.

And therupon said defendants pray an appeal to the Supreme Court of the State of Illinois, which is allowed on their filing bond in the usual conditions, with Isaac Cook as security; to be filed during the present term in the sum of four thousand dollars.

March 26, 1855, appellants filed their appeal bond in the usual form.

ERRORS ASSIGNED.

1. In rendering judgment against appellants upon said demurrer.
2. The general assignment.

BLACKWELL, BALLINGALL & UNDERWOOD,

Attorneys for the Appellants.

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Abraham