

No. 12918

Supreme Court of Illinois

Slyfield

vs.

Trowbridge et al

71641  7

United States of America

STATE OF ILLINOIS, COUNTY OF COOK, S. S.

Pleas, before the Honorable George Manierre

Judge of the Seventh Judicial Circuit of the State of Illinois, and Sole Presiding
Judge of the Circuit Court of Cook County, in the State aforesaid, and at a ^{Special} term thereof

begun and held at the Court House in the City of Chicago, in said County, on the
Fourth Monday, (being the Twenty eighth day) of

June in the year of our Lord one thousand eight hundred and
Fifty Eight and of the Independence of the said United States the

Eighty Second, pursuant to an order made and entered at a former term thereof
appointing said June, Present, Honorable George Manierre Judge of the 7th Judicial

Circuit of the State of Illinois.

Charles Nason States Attorney.

John S. Wilson Sheriff of Cook County.

Attest: John S. Church Clerk.

Be it remembered that heretofore to wit
on the 16th day of June A.D. 1858 Henry J
Slyfield plaintiff by Burges and Hawley
his attorneys filed in the office of the clerk of
the court aforesaid his certain Precipe and
Declaration which are in the words and figures
following - To wit:

In the Cook County Circuit		
Court of the June Term A.D. 1858		
Henry J Slyfield	vs	At Pursuit
Alva Snowbridge		Demand \$500.
Thomas Wing and		
James Swan		

The clerk of the said Court
will please issue summons in the above enti-
tled cause directed to the Sheriff of Cook
County and oblige. Burges and Hawley
Plaintiffs Attys.
State of Illinois. Cook County ss.

The Cook County
Circuit Court of the June Term 1858 Henry
J Slyfield plaintiff in this suit by Burges
and Hawley his attorneys complain of
Alva Snowbridge Thomas Wing and James
Swan who are or lately were co-partners doing
business under the firm name of Snowbridge
Wing and Swan of a plea of trespass on the
case upon promises - For that whereas the said

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Wing and Swan of a plea of trespass on the
case upon promises - For that whereas the said

defendant on the twenty second day of May
in the year one thousand eight hundred and
fifty six at Chicago - to wit at Cook county
in the State of Illinois aforesaid made @
certain note in writing, commonly called @
promissory note, bearing date the day and
year last aforesaid, and then and there deliv-
ered the said note to Luther S. Slyfield by
which said note the said defendant promises
to pay the order of Luther S. Slyfield twenty
four months after the date thereof the sum of
three hundred dollars with interest at the
rate of seven per cent per annum at the
Bank of R. K. Swift & Co. for value received.

And the said Luther S. Slyfield to whom, or
to whose order, the payment of the said sum of
money in the said note specified was to be
made as aforesaid, afterwards, and before the
payment of the said sum of money mentioned
in the said note, or any part thereof, and also
before the time limited and appointed by the
said note for the payment thereof, to wit: on the
same day and year, and at the place aforesaid,
endorsed the said note in writing, and by that
endorsement ordered and appointed the
contents of the said note to be paid to the said
plaintiff or order, and then and there delivered
the said note, so endorsed, to the said plaintiff

of which said endorsement so made thereon
as aforesaid. the said defendants afterwards to
wit: on the same day and year and at the
place aforesaid. had notice. By reason whereof
and by force of the Statute in such case made
and provided. the said defendants became
liable to pay to the said plaintiff the said
sum of money in the said note specified. acco-
rding to the tenor and effect of the said note
and of the said endorsement so thereon made
as aforesaid. and being so liable. the said defen-
dants in consideration thereof afterwards to wit:
on the same day and year and at the pl-
ace aforesaid. undertook. and faithfully promised
the said plaintiff well and truly to pay
unto the said plaintiff the said sum of mon-
ey in the said note specified. according to
the tenor and effect of the said note. and of
the said endorsement so thereon made as
aforesaid. And whereas also. the said defen-
dants afterwards to wit: on the tenth day of
June in the year of our Lord one thousand
Eight hundred and fifty eight at the
place aforesaid were indebted to the said
plaintiff in the sum of Five Hundred
Dollars. lawful money of the United State
of America. for money before that time lent
and advanced by the said plaintiff to the
said defendants and at the special instance

and request of the said defendants. And for other money by the said plaintiff ~~to the said defendants~~ before that time paid, laid out, and expended, for the said defendants and at the like request of the said defendants. And for other money by the said defendants before that time had and received to and for the use of the said plaintiff. And being so indebted, the said defendants in consideration thereof afterwards = Do wit on the same day and year ^{last aforesaid} and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the sum of money in this Count mentioned, when the said defendants should be thereunto afterwards requested. And whereas also the said defendants afterwards, to wit: on the same day and year last aforesaid, and at the place aforesaid, accounted together with the said plaintiff of and concerning divers other sums of money before that time due and owing from the said defendants to the said plaintiff and then and there being in arrear and unpaid, and upon such accounting the said defendants then and there were found to be in arrear and unpaid and upon such accounting indebted to the said plaintiff in the further sum of Five Hundred Dollars of

like lawful money as aforesaid. And being
so found in arrear and indebted to the said
plaintiff the said defendants in considera-
tion thereof afterwards to wit on the same
day and year last aforesaid. and at the
place aforesaid undertook and then and
there faithfully promised the said plain-
tiff well and truly to pay unto the said
plaintiff the said sum of money last men-
tioned when the said defendants should be
thereunto afterwards requested. = Overthel
the said defendants (although often requested &c
to wit: at the time when the said note beca
me due and payable according to the tenor
and effect thereof. and oftentimes since
to wit: at the place aforesaid) have not yet
paid the said several sums of money above
mentioned. or any or either of them, or any part
thereof. to the said plaintiff but to pay the
same. or any part thereof. to the said plaintiff
the said defendants have hitherto altogether
refused. and still do refuse to the damage
of the said plaintiff Five Hundred dollars
and therefore the said plaintiff bring
suit &c.

Burgess and Hawley
Plaintiffs attys.

Note sued upon and sole cause of action

\$300⁰⁰

May 22nd 1856

Twenty four month after date we

promise to pay to the order of Luther S
Slyfield Three Hundred Dollars at R. W.
Swift & Co Bank Chicago value received
Trowbridge, King and Swan
Endorsed on the back of said note as follows
"Luther S Slyfield."

And thereupon afterwards - to wit on the
same day and year last aforesaid the said
plaintiff sued out of the Clerk of the court
aforesaid The Peoples writ of summons directed
to the Sheriff of Cook County to execute and
clothed in the words and figures following
- To wit:

State of Illinois
County of Cook } ss

The People of the State of Illi-
nois - to the Sheriff of said County, Greeting!
We command you that you summon
Alva Trowbridge, Thomas King and James
Swan if they shall be found in your County,
personally to be and appear before the Circuit
Court of Cook County, on the first day of the
next term thereof, to be holden at the Court
House, in Chicago, in said County on the fourth
Monday of June inst. to answer unto
Henry J. Slyfield in a plea of trespass on the
case on promises to the damage of the said
plaintiff as is said, in the sum of Five
Hundred Dollars - And have you thereunto

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



Witness, William L Church, Clerk of
our said Court, and the seal thereof,
at Chicago, aforesaid this Sixteenth
day of June A D 1858.
Wm L Church Clerk

And afterwards - to wit on the 17th day of June
in the year last aforesaid said writ was return-
ed into the Court aforesaid by said Sheriff
endorsed, as follows - To wit:

Served by reading
to the within named Eliza Snowbridge and
James Swan the other not found in my con-
-nty the 17th day of June 1858 "Dues 2 service 100
2 mile 10. 1 Return 10 = 120. Pd by plff atty.
John S Wilson Sheriff By S Miles deputy

And thereupon afterwards - to wit on the 29th
day of June in the year last aforesaid the said
defendants by Brown and Remyon their
attorneys filed in said court their Certamen &
Pleas to the said plaintiffs Declaration, which
are in the words and figures following - to wit
State of Illinois County of Cook ss.

And the said
defendants by Brown & Remyon their
attorneys come and defend the wrong and
injury when &c and say that they did not

undertake or promise in manner and form
as the said plaintiff hath above thereof com-
-plained against them. and of this they put
themselves upon the country &c.

Brown and Runyon
Defts Attys

And for a further plea in this behalf the said
defendants say that the said plaintiff ought
not to have or maintain his aforesaid action
thereof against them, because they say that
said note declared on in said Declaration is
the property of one S S Slyfield and not
the plaintiffs property of said plaintiff as
is therein alledged and this the said defen-
-dants are ready to verify - Wherefore they pray
judgment if the said plaintiff ought to have
or maintain his aforesaid action thereof
against them &c Brown and Runyon
Defts attys.

And for a further plea in this behalf the
said defendants say that the said plaintiff
ought not to have or maintain his aforesaid
action thereof against them, because they
say that there was an entire failure of
consideration for said note declared on in
the declaration in this suit of which
fact said plaintiff had notice before and
at the time of said note being endorsed
to him and this the said defendants are

ready to verify - Wherefore they pray Judgment
if the said plaintiff ought to have or maintain
his aforesaid action thereof against them
+ c.

Brown and Runyon Defts attys.
And for a further Plea in this behalf the
said defendants say, that the said plaintiff
ought not to have or maintain their aforesaid
action thereof against them because they
say, that said note in said declaration men-
tioned was not endorsed to said plaintiff
until after the same became due and pay-
able, and that it was then received by said
plaintiff from the payee thereof with notice
that there was no consideration, and that
said defendants intended to avail themselves
of their defense thereto, because of said notes
want of Consideration and this the said
defendants are ready to verify - Wherefore
they pray Judgment, if the said plaintiff
ought to have or maintain his aforesaid
action thereof against them + c.

Brown and Runyon
Defts Attys.

And thereupon afterwards - to wit on the 1st
day of July in the year last aforesaid the said
plaintiff by his attorney aforesaid filed in
said Court his certain Replication and dem-
urrer to the said Defendants Pleas, which are
in the words and figures following - to wit,

having heard arguments of Counsel as well on the part of the said plaintiff as of the said defendants on the demurrer of the said plaintiff to the said defendants plea to their said declaration. herein. pleaded, and being fully advised in the premises now finds that the said plea of the said defendants is not sufficient in law to barr or preclude the said plaintiff from having and maintaining his said action against the said defendants. Therefore it is ordered that said demurrer be and the same hereby is sustained. Whereupon the said defendants elect to stand by their said plea.

And afterwards - to wit: at the term last aforesaid, to wit: on the 19th day of July in the year last aforesaid, the following proceedings, among others, were had and entered of record therein, in said cause, to wit:

This day again come the said plaintiff by Burges and Hawley his Attorneys, and the said defendants by Brown and Remyon their Attorneys also come, and by agreement of said parties now here given in open Court, the trial of the matter at issue herein, between the said parties is submitted to the Court, and the intervention of a Jury waived, and the Court after hearing the evidence adduced by the said

parties, and the argument of Counsel, as well
on the part of the said plaintiff, as of the said
defendants, and being fully advised in the
premises, now finds the issues herein for the said
plaintiff and assesses his damages to the sum
of Three hundred and forty five dollars and
thirty two cents. = Whereupon the said de-
fendants Counsel moves the Court for a new
trial of this Cause. And the Court after hear-
ing arguments of Counsel on said motion, as
well on the part of the said plaintiff as of
the said defendants, and being fully advised
in the premises, now orders that said motion be
and the same hereby is overruled, to which
the said defendants by their Counsel now
here excepts. = Therefore it is considered that
said plaintiff do have and recover of the
said defendants his damages of Three hundred
and forty five dollars and thirty two cents,
in form as aforesaid assessed together with his
Costs and Charges by him about his suit
in this behalf expended, and have execution
therefor. = Whereupon the said defendants by
their Counsel except and pray an appeal to
the Supreme Court of the State of Illinois, which
is granted by the Court on Condition that the
said defendant by the 21st day of July instant
execute and file with the Clerk of this Court
their appeal Bond herein in the penal sum of

Seven hundred dollars. Conditioned ^{according to} law. with Sondas B Walker their surety thereto. And on motion of the said defendants it is ordered that they have till the 21st day of July inst to file their Bill of exceptions herein.

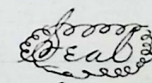
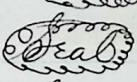
And afterwards = to wit on the 21st day of July in the year last aforesaid said defendants filed in said Court their appeal Bond for the Supreme Court which is in the words and figures following = to wit:

Know all men by these presents that we Alva Trowbridge, James H Swan Thomas King of Cook County and Sondas B Walker are held and firmly bound unto Henry J Slyfield in the penal sum of seven hundred dollars lawful money of the United States. the payment of which well and truly to be made we bind ourselves our heirs, executors administrators and assigns jointly severally and firmly by these presents Given under our hands and seals this 21st day of July A D 1858.

The condition of the above obligation is such that whereas on the 19th day of July A D 1858 in the Circuit Court of Cook County State of Illinois a judgment was rendered against the above bounden Alva Trowbridge, James H Swan and Thomas

thing and in favour of said Henry J
Slyfield for the sum of three hundred and
forty five dollars and thirty two cents and
costs of suit from which said judgment said
defendants have taken an appeal to the
Supreme Court of the State of Illinois.

Now therefore if said defendants shall
prosecute their suit with effect, and in
case of failure therein or said judgment
be affirmed, shall pay or cause the same
to be paid together with all costs, interest
and damages, that this obligation to be
void, otherwise to remain in full force and
virtue.

In presence of Alva Snowbridge & 
Jas H Swan 

State of Illinois, }
COUNTY OF COOK. } s. s.


I, WILLIAM L. CHURCH, Clerk of the Circuit
Court of Cook County, in the State aforesaid, do hereby
certify the above and foregoing, to be a true, perfect and complete
copy of the writ and of the pleadings filed and
proceedings had ~~in a certain cause lately~~ ^{in a certain cause} pending in said Court on the
Common Law side thereof, wherein Henry J
Slyfield was plaintiff and
Alva Snowbridge et al were defendants

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of our
said Court at Chicago, this Twenty first day of March A. D. 1859

Chas. J. 2, 85

W. L. Church

Clerk.

Nancy J. Slyfield
as 292

Alva Snowbridge Cal

292
Records

Filed Apr. 22, 1859
Shiland
Cal.

1859
Jan. 14 3451 32
Apr. 15 1726 60

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