

12738

No. _____

Supreme Court of Illinois

Dodge

vs.

Deal

71641  7

— 91

North Gate

Harmon Creek

1859

91

12738

1859

" United States of America }
" State of Illinois Lake County } ss"

Pleas before the
" Honorable Buckner S. Morris Judge of the
" seventh judicial circuit of the State of Il-
" linois,"

" At a special term of a circuit court
" for the county of Lake in said circuit be-
" gan and held at Waukegan in said
" county on the fifth day of March in the
" year of our Lord one thousand eight
" hundred and fifty five and of the in-
" dependence of the United States the sev-
" enty ninth."

" Said term of court being
" held pursuant to a special order of the
" honorable Buckner S. Morris Judge
" of the seventh judicial circuit of said
" State and presiding Judge of the circuit
" court of Lake county aforesaid bearing
" date the twelfth day of February A.D.
" 1855 and calling said special term to
" commence on the fifth day of March
" A.D. 1855 for the trial hearing and de-
" termination of all pleas that may be
" depending in said court, civil crimi-
" nal and chancery, due notice of said
" special term having been given by the
" sheriff of said county according to the

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" statute in such case made and provided
" Present the Honorable Buckner S.
" Morris Judge, John F. Taylor
" Sheriff of Lake county
" Attest. J. B. Coates clerk "

Be it remembered that
heretofore to wit on the seventeenth day
of August A.D. 1855. the same being a
day in the vacation of the circuit court
in and for the county of Lake in the State
of Illinois between the March special
term of said court for the year last
aforesaid and the October term of said
court for the same year a summons
was issued out of said court under the
hand of the clerk and the seal of said
court thereunto affixed which summons
is in the words and figures following,
to wit;

" State of Illinois
" Lake County } ss. "

" The People of the State of Illinois
" to the Sheriff of said county Greeting
" We command you that you summon
" Reuben S. Dodge if he shall be found in
" your county personally to be and appear
" before the Circuit Court of said county

„ on the first day of the next term thereof
 „ to be holden at the court house in
 „ Waukegan in said county on the sec-
 „ ond Monday of October next to answer
 „ unto Solomon Deal in a plea of debt
 „ for the sum of fifteen hundred and
 „ seventy two dollars and fifty one cents
 „ to the damage of the said plaintiff
 „ as he says in the sum of one thou-
 „ sand dollars, And have you then
 „ and there this writ with an endorse-
 „ ment thereon, of the manner in which
 „ you shall have executed the same

Deal
 of
 Court

„ Witness Augustus B. Cots,
 „ Clerk of said Court, and the
 „ seal thereof at Waukegan, in
 „ said county, this 17th day of
 „ August A.D. 1833

„ A. B. Cots Clerk

And that on the 18th August 1833 the said
 Summons was returned into the office of the
 clerk of said court by the sheriff of said
 county with an endorsement thereon by the
 said sheriff which said endorsement is
 in the words and figures following
 to wit:

„ Executed the within writ by read-
 „ ing to and in the presence and hearing of
 „ the within named Reuben L. Dodge

" this 18th day of August 1833
 " Fines 1 Servis 50 "
 " 1 mile 5 "
 " return 10 "
 " 65 "
 " J. F. Gayles Sheriff "

And that afterwards to wit
 on the Third day of September A.D. 1833
 in the vacation aforesaid of said court
 a declaration was filed in the office
 of the clerk of said court which is in the
 words and figures following, to wit:
 " State of Illinois
 " Lake County Circuit Court } Of the Term of October
 " in the year one thousand eight hundred and fifty five
 " Lake County ss:
 " Solomon Deal plaintiff in suit by C. C.
 " Parks his attorney Complain of Reuben D. Dodge
 " defendant herein who was duly summoned &c
 " of a plea that he render to the said plaintiff
 " the sum of One thousand five hundred and
 " seventy two dollars and fifty one cents, law
 " ful money of the United States of America,
 " which he owes to and unjustly detains
 " from him; For that whereas the said
 " defendant on the ninth day of May in

the year of our Lord, one thousand eight hundred
 and thirty eight at Onondaga in the State of New
 York; that is to say at Hankogan in the County
 of Yates aforesaid, made his certain instrument
 in writing, bearing date a certain day and year
 therein named, to wit the day and year aforesaid
 and then and there delivered said instrument in
 writing to the said plaintiff, by which said
 instrument in writing he the said defendant
 acknowledged the receipt of five hundred and
 twenty four dollars and seventeen cents, to take
 up his the said plaintiff's Mortgage to the State
 (the State of New York meaning) on Lot fifty nine
 Cayuga West Reservation, and this plaintiff
 avers that the said defendant did not take up
 said Mortgage, nor pay any part of said money
 to discharge the same, by means whereof and by
 the force of the Statute in such case made and
 provided, the said defendant then and there be-
 came liable to pay said plaintiff, the said sum
 of money in said instrument in writing specified
 and although the said sum of money in said
 instrument in writing specified hath been long
 since due and payable, yet the said plaintiff
 in fact saith that the said defendant (although
 often requested so to do) did not nor would pay
 the said sum of five hundred and twenty four
 dollars and seventeen cents in said instrument
 in writing specified or any part thereof, to take

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up and discharge said Mortgage in manner
aforesaid, nor pay the same nor any part there-
of to ~~the~~ said plaintiff, but hath hitherto wholly
neglected and refused so to do whereby an
action hath accrued to said plaintiff to have
and demand of and from the said defendant
the said sum of Five Hundred and twenty four
dollars and Seventeen cents in said instrument
in writing specified, parcel of the said sum above
demanded.

And whereas also the said plaintiff afterwards
to wit, on the ninth day of May in the year four
thousand One thousand Eight hundred and thirty eight
aforesaid at Canoga in the State of New York,
to wit at Canoga in the County of Dutchess
said at the special instance and request of
the said defendant, lent to the said defendant
and the said defendant then and there borrowed
of the said plaintiff a like sum of money to wit
the sum of Five Hundred and twenty four dollars
and Seventeen cents of like lawful money to be
paid by the said defendant to the said plaintiff
when he the said defendant should be
thereunto afterwards requested, whereby and
by reason of the last mentioned sum of mon-
ey being and remaining wholly unpaid, an
action hath accrued to the said plaintiff
to demand and have of and from the said de-
fendant the said last mentioned sum of Five

7
Hundred and twenty four dollars and seventeen
cents other parcel of the said sum above de-
manded,

And Whereas also the said plaintiff afterward
to wit on the Ninth day of May in the year afore-
said at Kanoga in the State of New York, to wit
at Haukigan in the County of Ulster aforesaid,
did and received a like sum of money to wit
the sum of Five hundred and twenty four dollars
and seventeen cents, of like lawful money to
and for the use of the said plaintiff, and to be
paid by the said defendant, to the said plaintiff
when he the said defendant should be thereunto
afterwards requested, whereby and by reason
of the said last mentioned sum of money being
and remaining wholly unpaid an action, hath
accrued to the said plaintiff to demand and
have of and from the said defendant the last
mentioned sum of Five hundred and twenty
four dollars and seventeen cents, the residue
of said sum above demanded to the damage
of said plaintiff of one thousand dollars
and therefore he brings his suit &c.

C. C. Parks

Plffs Atty

Copy of instrument declared on
Recd of Simon Paul five hundred thirty four
dollars & seventeen cents to take up his mortgage on the
State and Lot 39, Canoga West Reservation

Canoja May 9th 1838
Signed Ruben D. Dodge

\$524,17

Copy of Account

Ruben D. Dodge

To Thomas Deal

Dr

1838
May 9th

To Cash Cont

\$524,17

" " " "

Money had received

524,17

Aug 1st 1835

To interest on above

1000,00

D 295

" United States of America

" State of Illinois Lake County } ss:

"
" Hear before the Honorable
" George Manierre Judge of the South Judicial
" Circuit of the State of Illinois,
" At a Term of a Circuit Court for the County
" of Lake in said Circuit, began and held at
" Mankewan in said County, on the Eighth
" day of October, in the year of our Lord,
" One thousand Eight hundred and fifty five
" and of the Independence of the United States
" the Eightieth.

" Present the Honorable George Manierre Judge
" John F. Gaylor Sheriff of Lake County
" Daniel M. Hays State Attorney
" Alvin M. Cook Clerk

Be it remembered that on the tenth day of October
A.D. 1835 said day being a day of the October
Term of said circuit court in and for the
county of Lake aforesaid for the year last
aforesaid proceedings were had in said
court which are entered of record in the
words and figures following, to wit;

	"Solomon Deal	}	"Debit"
"176"	"vs, "		
	Reuben L. Dodge,		

"Now come said parties,
" said plaintiff by Parks his attorney,
" and said defendant by Blaggett his attor-
" ney, and by their agreement, it is ordered
" that the said defendant show until Fri-
" day morning next, in which to plead or
" demur herein,"



And be it also remembered, that at this summer
October Term aforesaid of the Circuit Court aforesaid,
certain proceedings were had in the
said Cause which are entered of record in the
Records of said Court, for the said October Term
A.D. 1855 - in the words and figures following to-wit:

2379

Sloman Deal

vs.

Debt, \$1572,51
Damages 1000,

Reuben Dodge

Now comes said par-
ties, said plaintiff by Parks his attorney and said
defendant by Bloodell his attorney, and issuing
joined hereto to the demurrer of the said defendant, to
the declaration of the said plaintiff on file in this
cause, and after argument of counsel, the Court
not being fully advised, in the premises takes this
case under advisement.

2439

United States of America

State of Illinois Lake County

Plas before the Honorable
George Manierre Judge of the Seventh Judicial
Circuit of the State of Illinois -

At a Term of the Circuit Court for the County
of Lake, in said Circuit, began and held at New
begin in said County on the fourteenth day
of January in the year of our Lord one thou-
sand eight hundred and fifty six, and of the
Independence of the United States the fifth

"tenth

" Present the Honorable George Manierre Judge
 " John F. Gungles Sheriff of Lake County
 " Alister A. B. Estes Clerk "

And be it remembered that at the January term
 of said Circuit Court in and for said County
 Lake in the year One thousand eight hundred
 and fifty six, ~~such~~ proceedings were had in
 said Court in said Cause which are entered
 of record in the records of said Court, in the
 words following to wit:

D4191

" Solomon Deal
 " 986 us } Debt.
 " Reuben D. Dodge }

" And come said parties by their
 " respective attorneys, and the Court being now fully
 " advised as to the demurrer of the said defendant
 " to the declaration of the said plaintiff, heretofore
 " filed and taken under advisement herein, it is
 " ordered that the said demurrer be, and the same
 " is hereby sustained, at the Costs of the said plaintiff
 " and that the said defendant have and recover
 " of the said plaintiff his Costs and Charges, in and
 " about his said demurrer & fees paid, and that he
 " have execution therefor. And afterwards on
 " motion of the said defendant it is ordered
 " that he have until Friday morning next, in
 " which to amend his declaration herein "

And to it also remembered that on the twenty fifth day of January in the year of our Lord one thousand Eight hundred and fifty six the same being one of the days of the aforesaid January Term of said Circuit Court, the said plaintiff filed in the Office of the Clerk of said Court in the Cause aforesaid his certain amended declaration in the words and figures following to wit

State of Maine's
Salem County Circuit Court }

Of the Term of January in the
Year of our thousand Eight hundred and fifty six,
Said County;

The undersigned Plaintiff in this suit by
 C. C. Parks his Attorney complains of Reuben O. Dodge,
 defendant herein who was duly summoned &c of a
 plea that he render to the said plaintiff the sum
 of One thousand five hundred and seventy two
 dollars and fifty one cents, lawful money of the
 United States of America which he owes to and
 unjustly detains from him. For that whereas
 said defendant on the ninth day of May in
 the year of one thousand Eight hundred
 and thirty eight at Canoga in the State of New York
 that is to say at Hauberg in the County of the
 aforesaid made his certain Instrument in writing
 bearing date a certain day and year therein and
 to wit the day and year aforesaid, and therein

there delivered said instrument in writing to the
 said plaintiff, by which said instrument in
 writing he the said defendant acknowledged
 the receipt of Five hundred and twenty four
 dollars and Seventeen Cents, to take up his the
 said plaintiffs Mortgage to the State (the State
 of New York meaning) on Lot Fifty nine, Cay-
 uga West Reservation, and this plaintiff avers
 that the said defendant did not take up said
 mortgage (although often requested so to do) nor
 has the said defendant paid any part of said
 money to discharge the same by means wherof
 and by force of the Statute in such case made and
 provided the said defendant then and there
 became liable to pay said plaintiff the said sum
 of money in said instrument in writing specified,
 and although the said sum of money in said
 instrument in writing specified hath been long
 since due and payable, yet the said plaintiff
 in fact saith that the said defendant (although
 often requested so to do) did not nor would pay
 the said sum of Five hundred and twenty four dollars
 and Seventeen Cents in said instrument in writing
 specified, or any part thereof to take up and
 discharge said Mortgage in manner aforesaid,
 nor pay the same or any part thereof to said plain-
 tiff but hath ^{withheld} wholly neglected and refused
 so to do, whereby an action hath accrued to
 said plaintiff to have and demand, of and from

4-15
the said defendant, the said sum of Five hundred
and twenty four dollars and ~~twenty~~ seventeen
cents in said instrument in writing specified
parcel of the said sum above demanded,
And whereas also the said plaintiff afterwards
to wit on the ninth day of May in the year of
our Lord one thousand eight hundred and thirty
eight aforesaid at Canoga in the State of
New York to wit at Haubeys in the County of
Saratoga aforesaid at the special instance and
request of the said defendant lent to the said
defendant, and the said defendant there-
ward there borrowed of the said plaintiff a
like sum of money to wit, the sum of five hun-
dred and twenty four dollars and seventeen
cents of like lawful money to be paid by the
said defendant to the said plaintiff when
the the said defendant should be thereunto after-
wards requested, yet the said plaintiff in
fact saith that the said defendant (although
often requested so to do) did not nor would pay
said sum above borrowed or any part thereof
Whereby and by reason of the said last mentioned
sum of money being and remaining wholly
unpaid, an action hath accrued to the said plain-
tiff to demand and have of and from the said
defendant the last mentioned sum of Five
hundred and twenty four dollars and seventeen

Now come said parties by their
respective Attorneys, and thereupon on motion
of the said defendant, it is ordered that he have
leave, and leave is hereby given him to file his
pleas herein forthwith —

And be it remembered, that on the sixth day of
February in the year of our Lord one thousand
Eight hundred and fifty-six, being one of the days
of the January Term aforesaid, for the year of session
of the Court aforesaid, the said defendant
in the Cause aforesaid filed in the office of
the Clerk of said Court his certain pleas to the
plaintiffs declaration in said Cause; which
said pleas are in the words and figures follow-
ing to wit;

Reuben D. Dodge,	Plaintiff	} Debt	January Term 1856
advs			
Solomon Deal			

And the said defendant by Blagden
Upton & Keller, his Attorneys, comes and defends
at the wrong and injury when vs, and says that he
does not owe the said sum of money above
demanded, nor any part thereof in manner and
form as the said plaintiff hath above thereof com-
plained against him and of this the said defendant
puts himself upon the Country for trial.

By Blagden Upton & Keller
his Attys

And for a further plea in this behalf by leave of
 the Court for this purpose first had and obtained
 the said defendant saith et cetera now, because he
 saith that after the said supposed debts and cau-
 ses of action in the said declaration mentioned
 were contracted and had occurred, and before
 the commencement of this suit, to wit on the
 ninth day of May in the year 1843 to wit at
 Fayette Seneca County in the State of New York
 he the said defendant then and there had certain
 claims accounts and legal and subsisting liabilities
 against the said plaintiff, then due from the said
 plaintiff to the said defendant and unpaid of
 great value to wit of the value of one thousand
 dollars, which he the said defendant then and
 there to wit at the time and place last aforesaid
 cancelled discharged, satisfied, and delivered up
 to the said plaintiff, and which he the said plaintiff
 then and there accepted and received of and from
 this defendant in full payment satisfaction
 and discharge of the said supposed indebtedness
 and sums of money owing to and detained from
 said plaintiff, and of all sums ^{of money} and causes of
 action in said declaration mentioned, and
 that he the said defendant is ready to verify

And for a further plea in this behalf by leave of
 Court for this purpose first had and obtained said
 defendant saith et cetera now because he saith saith
 that the said several supposed ~~debts~~ ^{causes of action}

" Causes of action, and each and every of them
 " in plaintiffs said declaration set forth and
 " mentioned, accrued and were made, if at all
 " beyond the limits of the State of ~~Illinois~~
 " to wit, in the County of Seneca in the State
 " of New York, and that the same and each
 " and every of them did not, nor did any
 " of them accrue to the said plaintiff at any
 " time within five years next before the Commencement
 " of this suit in manner and form as
 " the said plaintiff hath above thereof Com-
 " plained against him the said defendant,
 " And this said defendant is ready to verify
 " &c, wherefore he prays judgment &c,

" By Blodgett Wpton Kelley

" Atty for deft.

Do 13

" United States of America
 " State of Illinois's Lake County, ss:

" Pleas before the Hon-
 " orable George Munroe Judge of the Seventh
 " Judicial Circuit of the State of Illinois, at a
 " Special term of a Circuit Court for the County
 " of Lake in said Circuit begun and held at Man-
 " akegan in said County, on the twentyfirst day of
 " April in the year of our Lord one thousand eight
 " hundred and fifty six, and of the independence
 " of the United States the Eightieth, said term of
 " Court being held pursuant to an order of the

"Said Honorable George Manierre Judge as afore
 said and presiding Judge of the Circuit Court
 of Lake County aforesaid which was made and
 entered at the last January term of the said
 "Circuit Court, the said term being a regular
 term thereof, and which appointed the said
 twentyfirst day of April in the year of our
 Lord one thousand Eight hundred and fifty
 six as a time for holding a Special Term of the
 said Circuit Court for hearing and deciding
 Chancery Causes, and also for the trial of civil and
 a Criminal Causes

"Present the Honorable George Manierre Judge
 "John P. Gungles Sheriff of Lake County
 "Attest J. B. Cates Clerk

And be it remembered that on the twenty second
 day of April, in the year of our Lord one
 thousand Eight hundred and fifty six, the
 same being one of the days of the April
 Special Term of the Court aforesaid for
 the year aforesaid proceedings were
 had in said Court in relation to said
 Cause which are entered of record in
 the records of said Court in the words and
 following to wit;

L 578 "Solomon Dead }
 "do do } Debt
 "Robert D. Dodge

Now come said parties by their
 respective attorneys and issue being joined
 upon the demurrer of the said plaintiff
 to the third plea of the said defendant
 wherefore filed herein, after argument
 of Counsel the Court not being fully advised
 in the premises takes the same under advice
 and consideration.

D 611

United States of America,
 State of Illinois Lake County, ss

Read before the Honorable
 George Manierre Judge of the Tenth Judicial Circuit
 of the State of Illinois, at a Circuit Court for
 the County of Lake in said Circuit, begun and
 held at Waukegan in said County, on the second
 day of June in the year of our Lord one thousand
 eight hundred and fifty six, and of the
 independence of the United States the eightieth

Present the Honorable George Manierre Judge
 aforesaid, John F. Guyler Sheriff of Lake County,
 Alvin A. B. Carter Clerk

And be it remembered that on the fifth
 day of June in the year of our Lord one thousand
 eight hundred and fifty six, being one of
 the days of the June term of said Court for the

year last aforesaid, proceedings were had
in said Court in relation to said cause
which are entered of record in the records
of said Court in the words following to wit,

D 632. Solomon Deal }
" 640 " us } Debt
" Rainbow Dodge }

Now come said parties, said
" Plaintiff by Parks his attorney and said de-
" fendant by Blodgett his attorney, and by
" their agreement, it is ordered that this cause
" be and the same is hereby Continued —

And be it remembered that afternoon on the
thirteenth day of June in the year of our Lord
one thousand eight hundred and fifty six,
the same being one of the days of the first term
of the Court aforesaid for the year last aforesaid
proceedings were had in said Court, in
said cause which are entered of record in the
records of said Court in the words and figures
following to wit;

E 50. Solomon Deal }
" 640 " us } Debt
" Rainbow Dodge }

Now come said parties by their
respective attorneys, and by their agreement
the Court not being yet fully advised, as to
the demurrer, of the said plaintiff to the third

"plea of the said defendant heretofore taken
 "under advisement, it is ordered that the
 "Court may render his decision and judg-
 "ment thereupon and that the Clerk of this
 "Court may enter the same in vacation, and
 "that when the same shall have been so re-
 "sponded and entered, the said de-
 "cision and judgment shall have the same
 "force and effect as if the same had been
 "rendered and entered at the present term of
 "this Court -

E, 69

United States of America,
 State of Illinois in Lake County, 721

Pleas before the Honorable
 George Manierre Judge of the Seventh Judicial
 Circuit of the State of Illinois, ~~at a Term of~~
 At a Circuit Court for the County of Lake in
 said Circuit, begun and held at Maudesville
 in said County, on the thirteenth day of October
 in the year of our Lord one thousand eight
 hundred and fifty six and of the Independence
 of the United States the Eighty first
 Present, the Honorable George Manierre Judge aforesaid
 John F. Campis Sheriff of Lake County
 Alister L. Bates, Clerk -

And that afterwards to wit on the twentieth day of October A.D. 1836 said day being a day of the October term of said court for the year last aforesaid proceedings were had in said court which are entered of record in the words and figures following, to wit:

6147 "35" Solomon Deal
vs.
Reuben D. Dodge.

{ "Debt" }

"Now comes said plain-
tiff by Parks his attorney and on his mo-
tion it is ordered, that he have leave;
and leave is hereby granted to him, to
withdraw his demurrer to the third plea
of the said defendant. heretofore filed
herein, and taken under advisement
by the court from the files in this cause
and to file his replication to the said
plea."

And be it remembered that afterwards on the twenty third day of October in this same term of October last aforesaid, further proceedings were had in said Court relating to said Cause which are entered of record in the records of said Court in the words and figures following to wit

Solomon Seal

E 169) 357 as } Debt
" Reuben D. Dodge }

" Now Come said parties by their respective Attorneys, and thereupon an affidavit of merits having been filed herein, by the said defendant and the Court being fully advised in the premises, it is on motion of the said defendant ordered that this Cause be and the same is hereby continued,

E 213) United States of America,
State of Illinois Cook County } ss

Plas before the honorable
George Munierre Judge of the Seventh Judicial
Circuit of the State of Illinois.

At a term of a Circuit Court for the County
of Cook in said Circuit begun and held at Man-
kegan in said County, on the second day
of February in the year above said one
thousand Eight hundred and fifty seven, and
of the Independence of the United States
the Eighty first

Present the Honorable George Munroe Judge
 Charles Haven States Attorney
 Parnell Munson Sheriff of Lake County
 Moses A. Bates Clerk,

And be it remembered that afterwards on
 the second day of February in the year of our
 Lord one thousand Eight hundred and fifty
 Seven, being one of the days of the February
 Term of the Court aforesaid in the year
 last aforesaid, proceedings were had in
 said Court in said Cause, which are enter-
 ed of record in the records of said Court in
 the words following to wit:

E 216) "Solomon Seal
 vs } Debt
 "Peuben D. Dodge

And come said parties, said plain-
 tiff by Parks his Attorney, and said defendant
 by Upton his Attorney, and by their agreement
 it is ordered that this Cause be and the same
 is hereby continued -

United States of America
 State of Illinois Lake County } ss

Pleas before the Honorable
 George Munroe Judge of the Seventh Judicial
 Circuit of the State of Illinois -

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And be it also remembered that on the third day of February A.D. 1857 the same being a day in the February Term of said Court for the year last aforesaid, further proceedings were had in said Court, in relation to said Cause which are entered of record in the records of said Court in the words following to wit -

8220

Slomon Seal
vs } Debt
Reuben D. Dodge. }

Now comes said parties by their respective attorneys, and thereupon on motion of the said plaintiff it is ordered that the order heretofore entered continuing this cause, be and the same is hereby vacated and set aside, and afterwards by agreement of said parties this cause is submitted to the Court for trial without the intervention of a jury, and the Court having heard the Evidence, but not being fully advised in the premises takes the same under advisement -

8311

United States of America }
State of Illinois Cook County, } ss

I was before the Honorable
George H. Hanover Judge of the Seventh Judicial
Circuit of the State of Illinois -

At a term of the Circuit Court for the County
of Cook in said Circuit begun and held at
Waukegan in said County, on the first day of

27

June in the year of our Lord One thousand eight hundred and fifty seven, and of the Independence of the United States the Eighty first

Present the Honorable George Harrison Judge, and
 Cornell Manson Sheriff of Lake County,
 Alast A. B. Bates, Clerk

Be it remembered that on the first day of June in the year of our Lord one thousand eight hundred and fifty ^{seven} ~~eight~~ the same being a day in the June term of said Court for the year last aforesaid, proceedings were had in said Court and in said Cause which were entered of record in the records of said Court in the words following to wit:

8317 91
 Solomon Deal
 vs
 Reuben D. Dodge } Debt

Now come said parties by their respective attorneys, and thereupon on the application of the said plaintiff, it is ordered that the order heretofore entered at the February regular term of this Court submitting this Cause to the Court for trial be and the same is hereby vacated and set aside, and afterwards it is ordered that leave be given the said plaintiff to reply to the said defendants plea of the statute of limitations herein to which order the said defendants except.

United States of America
State of Illinois Lake County } ss

Present before the Honorable
George Manierre Judge of the Seventh Judicial
Circuit of the State of Illinois

At a Circuit Court for the County of Lake in
said Circuit began and held at Hanksburg in
said County on the twenty Eighth day of Septem-
ber in the year of our Lord one thousand eight
hundred and fifty seven, and of the Independence
of the United States the Eighty Second —

Present the Honorable George Manierre Judge of said
Percell Munson Sheriff of Lake County

Attest A. B. Peters Clerk

Be it remembered that on the twenty Eighth day of
September in the year of our Lord one thousand
eight hundred and fifty seven, the same being a
day in the September term of said Court for the
year last aforesaid proceedings were had in
said Court and in said Cause which are entered
of record in the records of said Court in the man-
following to wit:

Exhib.

10	Memoranda	} Debt
	vs	
	Reuben D. Dodge	

Then came said parties by their respec-
tive attorneys, and thereupon the said defendant
reserving all his exceptions to the previous rulings

of the Court, and entered in this Cause, and issue being joined herein, this Cause by agreement of parties is submitted to the Court for trial without the intervention of a jury, and the Court having heard the Evidence, but not being fully advised in the premises takes the same under advisement.

And be it also remembered that afterward on the twenty ninth day of September in the year of our Lord one thousand Eight hundred and fifty seven, the same being a day in the September term aforesaid for the year last aforesaid ~~and~~ further proceedings were had in said Court and Cause, which are entered of record in the records of said Court in the words and figures following to wit —

Solomon Deal }
 vs } Debt
 Reuben D. Dodge }

Now come said parties by their respective attorneys, and the Court being now fully advised in the premises finds the issue for the plaintiff and that there is due and owing from the said defendant ^{to the said plaintiff} herein, the sum of five hundred and twenty four dollars & seventeen cents, and assess the said plaintiff's damages for the detention of the said debt at the sum of fifty hundred and ten dollars and nine cents — Whereupon it is ordered by the Court that

3.

4, \$534.17

" \$610.19

the said plaintiff have and recover of the said defendant the said sum of Five hundred and twenty four dollars and Seventeen Cents — so as aforesaid found due and owing to the said plaintiff from the said defendant for his debt herein, and also the said sum of Six hundred and ten dollars and nineteen cents, so as aforesaid assessed for his damages for the detention of said debt, and also for his costs and charges by him in this behalf expended, and that he have Execution for his said debt damages and costs; And thereupon the said defendant prays an appeal herein to the Supreme Court of this State, which is granted on Condition that the said defendant by himself or agent or attorney give bond Conditioned according to law in the penal sum of One thousand dollars with William B Dodge as security, and file the same with the Clerk of this Court within twenty days from this date, and it is further ordered the said defendant have until the first day of the next term of this Court in which to file his bill of Exceptions herein —

And be it also remembered that on the Fifteenth (15th) day of October in the year of our Lord one thousand Eight hundred and fifty seven, said defendant pursuant to the Condition specified in the above recited order filed in the Office of the Clerk of the Circuit Court aforesaid, an appeal bond in the above entitled Cause, which said Bond is in the words and figures following to wit —

Solomon Deal

vs

Ruben D Dodge

{	Debt \$ 1072.51
	Dams \$ 1000.00

State of Illinois.

Lake County

I Augustus B. Cato
 clerk of the circuit court in and for the
 county of Lake in the State of Illinois
 hereby certify the foregoing to be ~~correct~~
 copies from the records and files of
 my office of a summons issued by
 me in the above entitled cause, also
 of all the "filings" which can now be found
 on file in the above entitled cause and
 also of the record of the proceedings
 of said court in said cause.

In testimony whereof I have
 hereunto set my hand and
 the seal of said court at Frank-
 eon in said county of Lake
 this 31st day of May AD
 1888

A B Cato clerk
 per A. S. Cato deputy

State of Illinois

In the Supreme Court.

Vacation after April 2, 1858.

Reuben D. Hodge plff in error }
as } Error to Lake.
Solomon Heat def. in error }

And now comes the
said plaintiff in error by Dickey &
Wallace his counsel and shows
to the court that in the record of
the proceedings of the circuit court of
Lake county in the cause aforesaid
there is manifest error, in this, to wit:
First said circuit court erred in rendering
judgment for plaintiff below, while
defendants ^{second &} third pleas remained unanswered
on the record -

Second. The ^{second &} ^{each} third pleas presented a complete
defense to the declaration, and they
remaining unanswered, the judgment
of said court should have been for
the defendant below -

Third The said circuit court erred in rendering
the judgment aforesaid, in manner and
form aforesaid

Wherefore for these errors and others
apparent on the face of said record

the said plaintiff in error prays that
the judgment aforesaid may be wholly
reversed, annulled & for naught had
&c.

Hickey & Wallace
for plff. in error.

Let supersedias issue. Bond \$1500 with Samuel
C. Dickerson, surety

J. H. Eaton

In the Supreme Court

Reuben S. Dodge

vs
Solomon Neal

Error to Lake

Record & assignment
of errors

Filed June 17 1858
J. H. Eaton
clerk

\$5.00 paid

In Supreme Court of Ohio

Newton D. Dodge

^{vs.}
Solomon Seal.

} Appeal from Lab.

The defendant in error by C. C. Fisher his attorney now moves the Court that the appeal be dismissed and judgment be entered in this Court for ten percent damages on the amount of the judgment below for damages in consequence of the delay occasioned by the appeal for the following reasons

1st Because the penalty of the bond is less than the judgment recovered in the Court below

2^d Because the condition of the bond is not in accordance with the Statute

C. C. Fisher

Att. for Defendant

251
Superior Court & Division

~~Robert~~
Herman D. Dodge
Applicant
by

Seal
Heller

Motion to Dismiss appeal

Filed April 22, 1888
Leland
Ull

Know all Men by These Presents, That *Reuben D. Dodge*

as principal, and *Daniel C. Dickerson*
as security, are held and firmly bound unto *Solomon Deal* in the
penal sum of *fifteen hundred Dollars* good
and lawful money of the United States, for the payment of which, well and truly to be made, the said
Reuben D. Dodge and Daniel C. Dickerson
bind themselves, their heirs, executors, and administrators, jointly, severally, and firmly by
these Presents.

Witness, Our hands and seals

this *18th* day of *June* A. D. 1857

The Condition of the above Obligation is such, That, whereas, the above named
Solomon Deal
did, at the *September* Term of the *Lake county circuit* Court,
held in and for the County of *Lake* in the State of Illinois, A. D. 1857 recover a
judgment against the above bounden *Reuben D. Dodge*

for the sum of five hundred & twenty four & 1/2
dollars debt, and \$610.19 damages to reverse which said judgment, the said *Reuben*
D. Dodge has sued out a Writ of
Error from the Supreme Court, within and for the Third Grand Division of said State. Now if the said
Reuben D. Dodge
shall duly prosecute said Writ of Error, and pay, or cause to be paid, all judgments, costs, interest and
damages which the said Supreme Court shall adjudge against *the said Reuben D.*
Dodge and abide the order and judgment of said
Supreme Court in this behalf, then this obligation is to be void, otherwise to remain in full force and effect.

Reuben D. Dodge [SEAL.]
D. C. Dickerson [SEAL.]

[SEAL.]

[SEAL.]

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Reuben D. Dodge

vs

Salomon Heab

Supercedas Bond

Filed June 12. 1834
L. Leland
Clerk

Supreme Court - Ill - April Term
1858 -

Reuben D. Dodge }
vs } appeal from
Solomon Deal } Lake
The appellant ^{resists} suggests
~~that the objections~~

The Appellant resists the motion
made to dismiss the appeal herein
and suggests that the grounds
presented for the motion are
purely technical & not meritori-
ous - and should the motion
prevail - the Court ought not
to give damages as asked -
1st Because it would be
unjust

2nd - Because the appeal
is not dismissed because "the
"appellant fails to prosecute the
"appeal" and that is the only
class of case where damages are
allowed - Practice Act. (Sec 5)
Sec 57 - Ill. Purples Statute page
828 -

~~The appellant~~

J. Lyle Dickey
for Appellant -

Dodge
vs
Seal

Appellant's
Suggestions
in motion
to dismiss appeal

Filed Apr 20, 1855
L. Leland
Clerk

STATE OF ILLINOIS, }
SUPREME COURT,

ss. The People of the State of Illinois,

To the Clerk of the Circuit

Court for the County of Lake Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of Lake County, before the Judge thereof, between Solomon Deal

plaintiff, and Reuben D. Dodge

defendant, it is said manifest error hath intervened, to the injury of the aforesaid Reuben D. Dodge

as we are informed by his complaint and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the first Tuesday after the third Monday in April next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this nineteenth day of June in the Year of Our Lord one thousand eight hundred and fifty-eight.

L. Leland
Clerk of the Supreme Court.
by J. B. Rice Deputy

91
Reuben D. Dodge

vs

Solomon Deal

Writ of Error

This writ of Error is
made a supersedeas
and as such is to be
obeyed by all concerned

L. Leland
clerk

by J. B. King
Deputy

Filed June 12. 1858
L. Leland
clerk

State of Illinois
Supreme Court 3^d Judicial Division

April 1. 1858

Thomas S. Dodge
Appellant

Solomon Deal
Appellee

Appeal from Lake

Motion by App. to
dismiss the appeal for want of a sufficient
Bond -

1st The Bond is in the penal sum of
\$1000, and the judgment is for \$1134.36

Sec 47 of the Practice act provides that
the ^{bond} shall be in a pecuniary sum suffi-
cient to cover the amount of the judgment
appealed from and all costs

2^d The condition of the bond is not in
accordance with the Statute (Sec 47)

It was clearly the intention of the Legislature
to provide that the parties who execute
the bond should be liable for the Damages
& Costs in both Court, provided the
Judgment appealed from was not affirmed.
The bond filed in this case makes the parties
then to liable only for such judgment
as is affirmed in that Court upon that
a dismissal of said appeal

Make the Court for ~~damages~~ a judgment
for damages for delay under the Statute

W. C. Parker
Atty for Deft in error

251
Superior Court S. D.
Union S. D. Co.

W. C. Parker

Printed on motion
to remove on appeal

Filed April 23, 1858
W. C. Parker
Atty