

No. 14536

Supreme Court of Illinois

Mills

vs.

Bank of Northern Illinois

1
" United States of America | ss
" State of Illinois, Lake County.

" Pleas 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 begun
" and held at Waukegan in said
" County on the Twenty Third day of
" September in the year of our Lord one
" Thousand Eight Hundred and Sixty
" One, and of the Independence of the
" United States, the Eighty Sixth
" Present the Honorable George Manierre
" Judge aforesaid, Carlos Waver, States
" Attorney, and Schabed Simmons
" Sheriff of Lake County.

" Attest, J. M. Simonds Clerk.

" John A. Mills

" 39 "

" vs "

" Trespass "

" The Bank of Northern Illinois

" said day being in vacation between the June and September terms of the Circuit Court
" sit on the Eighth day of August, A.D. 1861, a process was
" filed in the office of the Clerk of the Circuit Court of Lake
" County Illinois, which is in the words and figures following to wit

" State of Illinois vs.

" County of Lake

" The Circuit Court of Lake County

" in the State of Illinois of September Term

" A.D. 1861 "

" John A. Mills

" The Bank of Northern Illinois

" The Clerk of said Court will
" issue a summons in the above cause directed to the Sheriff
" of Lake County, in a plea of Trespass on the case upon
" promises returnable at the September Term of said Court
" A.D. 1861, to the damage of the Plaintiff of Five Thousand
" Dollars.

" To Josiah Mc Innesdell Esq

" Perry & Williams Plaintiffs Attorney
" Waukegan August 8th 1861

And that afterwards to wit on the Eighth day of August, A.D. 1861, ^{in vacation aforesaid,} a Summons was issued out of the office of the Clerk of said Circuit Court, in the above entitled cause which is in the words and figures following to wit.

" State of Illinois ss The People of the State of Illinois
 " Lake County To the Sheriff of said County Greeting
 " We command you, that you summon the Bank of Northern
 " Illinois if it 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
 " Fourth Monday of September, next, to answer unto John A.
 " Mills in a plea of Trespass on the case on promise to
 " the damage of the said plaintiff, as he says in the sum
 " of Five Thousand, (\$5000) Dollars And have you then
 " and there this writ with an endorsement thereon, of the manner
 " in which you shall have executed, the same. Witness

" **Seal of Court** Josiah M. Friesdell Clerk of said Court and the
 " seal thereof at Waukegan in said County, this Eighth
 " day of August, A.D. 1861 J. M. Friesdell Clerk
 " and that afterwards to wit on the Eighth day of August, A.D. 1861 in vacation aforesaid
 " of said Court, the said summons was returned into the office of the Clerk of said Court and
 " therein filed with an endorsement thereon made by the Sheriff of said County
 " which said endorsement is in the words and figures following to wit.

" Executed this writ by recuding the same to to C. D. Dickford
 " Cashier of the Bank of Northern Illinois, August 8th 1861.
 " Fee, Service 50
 " 1 mile 5
 " return 10
 " 65" "Ishard Simmons"
 " Sheriff"

And that afterwards to wit on the Eighth day of August, A.D. 1861, a summons was issued out of the office of the Clerk of said Court, in the above entitled cause which is in the words and figures following to wit.

" State of Illinois ss The People of the State of Illinois
 " Lake County To the Sheriff of Cook County Greeting
 " We command you that you summon the Bank of Northern
 " Illinois if it shall be found in your County, personally to be
 " and appear before the Circuit Court of said Lake County

" on the first day of the next term thereof to be holden
 " at the Court House in Hannagan in said Lake County
 " on the Fourth Monday of September next to answer unto
 " John A. Mills in a plea of Trespass on the case on promises
 " to the damage of the said plaintiff as he says in the sum
 " of Five Thousand (\$5000⁰⁰) Dollars. And have you then
 " and there this writ with an endorsement thereon of the manner
 " in which you shall have executed the same.
 " Witness Josiah Mc. Innesdell Clerk of said Court, and
 " the seal thereof at Hannagan in said County this Eighth
 " day of August. A.D. 1861.

and that afterwards to wit on thirteenth day of September A.D. 1861 in the
 vacation aforesaid of said Court, the said summons was returned into the office
 of the Clerk of said Court, and therein filed with an endorsement thereon made
 by the Sheriff of said Cook County which endorsement is in the words and figures following to wit:

" Served this writ on C. Smith President of said Bank of
 " Northern Illinois by reading and delivering a copy thereof
 " to him this 13th day of September 1861.
 " Fees,
 " 1 Service 50
 " 1 Copy 50
 " 20 miles 10
 " 1 return 10
 " \$1.20 Chg to City.
 " Anthony C. Hering Sheriff.
 " by John A. Wilson Deputy.

And that afterwards to wit on the Fifth day
 in vacation aforesaid of said Court,
 of September A.D. 1861, a declaration was filed in the
 office of the Clerk of said Circuit Court, in the above
 entitled cause which is in the words and figures
 following to wit.

" State of Illinois vs. The Circuit Court of Lake County.
 " Lake County.

" Of the September Term in the year of our
 " Lord One Thousand Eight Hundred and Sixty One, John
 " A. Mills, Plaintiff in this suit by Ferry & Williams his
 " Attorney complains of the Bank of Northern Illinois, defendant,
 " who is summoned &c in a plea of Trespass on the case on
 " promises; For that whereas the said Defendant heretofore
 " to wit, on the Eighth day of August in the year of our Lord
 " One Thousand Eight Hundred and Sixty One at Hannagan,
 " County of Lake, became and was indebted to the Plaintiff
 " in a large sum of money to wit Five Thousand Dollars

" for money before that time lent and advanced to, and
 " paid, laid out and expended for said defendant by said
 " plaintiff at said defendant's request and for money before
 " that time had and received by said defendant to
 " and for the use of said Plaintiff; and also in a like
 " sum for goods wares and merchandises before that time
 " sold and delivered by said plaintiff to said defendant
 " at like special instance and request; and also in the like
 " sum, for the labor care and diligence of said Plaintiff
 " before that time done and performed by said Plaintiff
 " for said defendant, and at the like instance and request
 " of said defendant; and being so indebted, said defendant
 " in consideration thereof, then and there undertook and promised
 " to pay said Plaintiff said last ^{mentioned} sum of money when
 " thereunto afterwards requested. Yet the said defendant not
 " regarding his said promises and undertakings, but contriving
 " etc. although often requested, so to do, has not paid said
 " Plaintiff either of said sums of money, or any part thereof
 " but so to do has hitherto wholly neglected and refused, and
 " still does neglect and refuse to the damage of said Plaintiff of
 " Five Thousand Dollars, and therefore he brings suit etc.

"Gerry & Williams Atty for Plff."

"Copy of Instrument in writing and account said upon"

"\$20"

"Bank of Northern Illinois"

"Certificate of Deposit"

"Nauvengau February 27th 1861"

"Benjⁿ Scharter has deposited in this Bank \$ Twenty
 " Dollars payable to the order of himself in currency on
 " return of this certificate."

"C. D. Dickford Cashr."

"No 6737" Endorsed "Benj Scharter"

"\$108"

"Bank of Northern Illinois"

"Certificate of deposit."

"Nauvengau April 17th 1861"

"Frank Nicks has deposited in this Bank \$ One Hundred
 " Eight Dollars payable to the order of himself in currency
 " on return of this certificate.

"No 6981"

"C. D. Dickford. Cashr."

"Endorsed" "Frank Nicks"

" Bank of Northern Illinois..

" To John A. Wells Gr.

" To money lent, & advanced to you by me	\$ 5000
" " " paid and received by you of me & for my use	\$ 5000
" " " deposited with you	\$ 5000
" " " Interest money	\$ 5000
" " goods wares & mch ^s sold & retained	\$ 5000
" " Work & Labor done	\$ 5000

And that afterwards to wit on the Twenty Fifth day of September A.D. 1861 the same being one of the days of the regular September term of said Circuit Court, for the year last aforesaid, proceedings were had in said Court in the above entitled cause which are entered of record in the words and figures following to wit,

" John A. Wells
vs
" Assumpsit"
" The Bank of Northern Illinois.

" And comes said parties the said plaintiff by Williams his attorney and the said defendant by Frazer its attorney and on motion of said defendant it is ordered that the rule to plead herein be and the same is hereby extended until Friday morning next.

And that afterwards to wit on the First day of October A.D. 1861, the same being one of the days of the regular September of said Court, for the year last aforesaid, ~~the Third and fourth~~ Pleas were filed in ~~the office of the Clerk of~~ said Court in the above entitled cause which are in the words and figures following to wit,

" State of Illinois vs In Lake County Circuit Court of
" Lake County September Term. 1861
" John A. Wells
vs
" The Bank of Northern Illinois

" The defendant by its attorneys comes and defends the wrong and injury where to and for plea says that it did not undertake and promise in manner and form as the plaintiff has above thereof complained against.

"it, and of this it puts itself upon the country & And the
 "Plff. doth. the like J. S. Williams Plff atty.
 "And for a further plea in this behalf the Defendant says
 "Actio non because it says that said supposed promise
 "was made wholly and solely in consideration of certain
 "deposits of depreciated Bank notes, of various Banks of
 "issue of the State of Illinois and Wisconsin to the credit
 "of the plaintiff made with the defendant which said
 "deposits the defendant then and there promised to pay
 "to the plaintiff in like depreciated Bank notes whenever
 "specially requested so to do by the plaintiff and the
 "defendant ^{avows} that at all times it has been ready and
 "willing so to do, but the plaintiff though thereunto specially
 "requested would not receive the same and this the
 "defendant is ready to verify wherefor it prays judgment.
 "rc And for a further plea in this behalf the
 "defendant says Actio non because it says it was
 "organized & existed only as an incorporated Bank with
 "banking powers under the laws of said State of Illinois
 "on the second day of November A.D. 1852 and not otherwise
 "nor thereafter and thereupon commenced at Naukegan in
 "Saxe County in said State, to do a Banking business
 "and to exercise Banking powers by issuing circulating Bank
 "notes or bills, discounting bills notes and other evidences of
 "debt, receiving deposits and doing such other acts and
 "things as it might lawfully do as such corporation, that
 "afterwards to wit on the 23^d day of September A.D. 1857, the
 "Defendant, filed in writing in the office of the Auditor of
 "Public Accounts of said State of Illinois a certificate of
 "its desire to withdraw its said bills from circulation, and
 "the Defendant avers that said supposed promise alleged in
 "the plaintiffs declaration was made long after the said
 "filing of said certificate in said Auditors office, and
 "wholly and solely in consideration of certain deposits
 "of circulating bank notes & money made with the
 "defendant in doing a banking business at its office

" in Nauvoo in said Lake County to the credit of
 " the Plaintiff & certain certificates of deposits issued
 " by it. (& assigned to the Plaintiff) for & on account
 " of such deposits so made with it after said 23^d of
 " September, 1859, which said deposits were made
 " long after the filing of said certificate as aforesaid
 " to wit, on the 1st day of April A.D. 1861 and the
 " defendant avers that neither said supposed promises or
 " deposits were made or done or said certificates of deposits
 " given in winding up the concerns of the defendant, nor
 " in collecting debts due to it or paying debts due from it
 " prior to the filing of said certificate in said Auditor's
 " office, nor in relation to any suit prosecuted by or against
 " the defendant, and this the defendant is ready to verify
 " wherefore it prays judgment &c. And for further plea
 " in this behalf, the defendant says actis non because
 " he says that the sole and only consideration for said
 " supposed promise and undertaking was divers and
 " sundry deposits of Bank bills made with the defendant
 " as a Bank of deposits doing a banking business at Nauvoo
 " in said State by the Plaintiff and sundry certificates of
 " such deposits made with the defendant as aforesaid given
 " for deposits of Bank bills, and assigned to the Plaintiff, and
 " the defendant avers that each of said deposits of Bank
 " bills so made as aforesaid, consisted in part of
 " circulating bank notes of Banks not of said State of
 " Illinois and not located or doing business in said State
 " of Illinois, and not countersigned in the office of the
 " Auditor of Public accounts of said State of Illinois, and
 " not specie paying banks, and this it is ready to verify -
 " wherefore it prays judgment &c.
 " And for a further plea in this behalf, the Defendant
 " says actis non, because it says that the sole and only
 " consideration for said supposed promise and undertaking
 " was divers and sundry deposits of, Bank Bills made with
 " the defendant as a Bank of Deposits doing a banking business
 " at Nauvoo in said State of Illinois by the Plaintiff

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"and sundry certificates of such deposits made with the
"Defendant, as aforesaid at its office and place of doing
"business at Waukegan aforesaid, given for deposits of Bank
"bills and assigned to the Plaintiff, and the defendant
"averts that constituting a part of each of such deposits
"were Bank bills, of denominations of less than Five Dollars
"of Banks created by express authority of Laws of the State
"of Wisconsin, and this it is ready to verify wherefore it
"prays Judgment &c."

"Upton Grazier & Clarke"

"John A. Malt"

"Defts Atty"

"vs."

"In said County Circuit Court"

"The Bank of Northern Illinois" "of September Term 1861"

"And for further and Sixth plea in
"this behalf by leave of the Court first had and obtained the
"defendant says acted now because it says it was organized
"and created solely as a corporation with Banking powers with
"a Capital of Fifty Thousand Dollars under the laws of the
"State of Illinois to wit on the Eighth day of November A.D. 1852
"and not otherwise, or thereafter and thereupon commenced
"at Waukegan in said State of Illinois to transact a
"Banking business and exercise Banking powers by issuing
"circulating notes duly registered and countersigned
"in the office of the Auditor of Public accounts of said
"State, having transferred to and deposited with the auditor
"public Stocks of the State of Missouri to secure the payment
"and redemption of said circulating notes pursuant to
"laws also by discounting notes, bills and other evidences of
"debt, receiving deposits and doing such other acts and
"things as it lawfully might do as such Banking corporation
"the members of said having previously made and
"filed and caused to be recorded in the office of the
"Recorder of said County and a copy thereof filed in
"the office of the auditor and Secretary of State a
"certificate by them duly executed under their hands and
"seals, acknowledged by them, setting forth the name of

"said Association the place of its location for doing
 "business the amount of its capital stock the number of
 "shares into which the same was divided the names
 "and residences of its share-holders and the number of
 "shares held by each respectively and the period at
 "which such association should commence to wit.
 "November 1st A.D. 1852 and when it should terminate
 "And the defendant avers that afterwards to wit on the 23^d
 "day of September A.D. 1859. it filed in writing in the
 "Office of the Auditor of Public Accounts of said
 "State its written certificate of its desire and intention
 "to withdraw its said circulating notes from circulation
 "and thereupon the defendant commenced surrendering
 "to said Auditor for Cancellation its circulating notes
 "to wit on the 24th day of October 1859 the sum of One
 "Thousand Three Hundred and One Dollars and divers other
 "sums at divers times thereafter prior to the first day
 "of February A.D. 1860 and from time to time received
 "from said Auditor like amounts of the Public Stock as
 "aforesaid transferred and deposited with said Auditor.
 "And the defendant avers that the supposed promise alleged
 "in the plaintiffs declaration was made long after said
 "23^d day of September A.D. 1859. and after the first day
 "of February A.D. 1860. solely in consideration of certain
 "deposits of Bank notes not of the defendant. and money
 "made with the defendant in doing a Banking business
 "at its office in Haverhill in said Lake County. to the
 "credit of the Plaintiff and certain Certificates of Deposits
 "issued by it. (and assigned to the Plaintiff) for and on
 "account of such deposits so made with it after said
 "23^d day of September A.D. 1859 to wit on the 10th day of
 "February A.D. 1860. and the defendant avers that neither
 "said supposed promise or deposits were made or done
 "in minding up the concerns of the defendant. nor in collecting debts
 "due to it. nor in paying debts due from it or contracted by it
 "prior to said 23^d day of September A.D. 1859 nor in relation to
 "any suit prosecuted by or against the defendant. and this
 "the defendant is ready to verify wherefore it prays Judgment &c
 Upton and Singer & Clarke
 Attys for Defendant.

And that afterwards to wit on the Second day of October A.D. 1861 the same being one of the days of the regular September Term of said Court for the year last aforesaid a Demurer was filed in the office of the ~~clerk of~~ said Circuit Court in the above entitled cause which is in the words and figures following to wit.

John A. Mills
vs.
The Bank of Northern Illinois

And the said plaintiff as to the
said third and sixth pleas of the said defendant,
above pleaded saith that the same and each one thereof
and the matters therein contained in manner & form as
the same are therein pleaded & set forth are not
sufficient in law to bar or preclude the said Plff
from having or maintaining his aforesaid action thereof
against the said defendant, and that the Plff is not
bound by law to secure said pleas nor either one
thereof and this the Plff is ready to verify wherefore
for want of sufficient pleas in this behalf the Plff
prays Judgment & his damages by reason of the
not performing of the said several promises & under-
takings in the said declaration mentioned to be and
adjudged to him &c & the defendant joins in demurr
J. S. Williams Plffs Atty

" And as to the said defendants fourth plea above
" pleaded, the plaintiff says he ought not to be barred
" from maintaining his said action thereof against said
" Debt by reason of anything in that Plea alleged,
" because he says it is not true, and the Plff denies
" that said deposits consisted in part of circulating
" Bank notes of Banks not of said State of Illinois not
" located or doing business in said State and not
" countersigned in the office of the Auditor of Public accounts
" of said State of Illinois and not Specie paying
" Banks and of this he puts himself upon the Country,
" and the Debt doth the like

" J. S. Williams Plffs Atty.

" And as to the said defendants fifth plea above pleaded, the
" Plff says he ought not to be barred from maintaining his
" said action thereof against said defendants by reason
" of anything in that plea alleged because he says that, it
" is not true and the plff denies that said deposits consisted
" in part of Bank Bills of denominations of less than Five
" Dollars of Banks created by authority of laws of the State
" of Wisconsin and of this he puts himself upon the Country
" And the defendant doth the like.

" J. S. Williams Plffs Atty "

And that afterwards to wit on the Second day of October
A.D. 1861 the same being one of the days of the regular
September Term of said Court for the year last aforesaid
proceedings were had in said Court in the above
entitled cause, which are entered of record, in the words
and figures following to wit,

" 39 "

John A. Wells

vs

Assumpsit.

" The Bank of Northern Illinois

" And come said parties the said
" plaintiff by Williams his Attorney and the said defendant by
" Frazer its Attorney, and the said Defendant by Frazer its
" attorney and issue being joined upon the said plaintiff's
" demurer to the third and sixth pleas of the said

"defendant herein, it is ordered after arguments of counsel
 "and the Court being fully advised in the premises,
 "that said demurrers be and the same is hereby sustained
 "at the costs of the said defendant to which decision of
 "the Court the said defendant excepts and states that
 "it will stand by its said third and sixth pleas,
 "thereupon it is ordered that the said plaintiff have and
 "recover of the said defendant his costs and charges in and
 "about his said demurrer expended and that he have
 "execution therefor.

And that afterwards to wit on the Second day of October
 A.D. 1861 the same being one of the days of the regular
 September Term of said Court of Lake County for the year last
 aforesaid, proceedings were had in said Court in the
 above entitled cause which are entered of record in the
 words and figures following to wit,

" John A. McCall
 " vs Assumpsit.

"The Bank of Northern Illinois

" And come said parties by their
 "respective attorneys 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 that afterwards to wit on the Fifth day of October
 A.D. 1861 the same being one of the days of the regular
 September term of said Court of Lake County for the year
 last aforesaid proceedings were had in said Court in
 the above entitled cause, which are entered of record
 in the words and figures following to wit,

" John A. McCall
 " vs Assumpsit
 "The Bank of Northern Illinois

" And come said parties by their
 "respective attorneys and the Court being not fully advised

" in the premises find the issues for the plaintiff and
 \$3002.94 " assesses his damages at the sum of Three Thousand and Two
 " dollars and Ninety Four cents, and thereupon the said
 " defendant enters its motion for a new trial herein and
 " the Court being fully advised as to said motion overrules
 " the same to which decision of the Court the said
 " defendant excepts. It is thereupon ordered that the
 " said plaintiff have and recover of the said defendant
 " the said sum of Three Thousand and Two Dollars and
 " Ninety Four cents for his damages so as aforesaid assessed
 " together with his costs and charges in this behalf expended
 " and that he have execution therefor and thereupon the
 " said Defendant prays an appeal herein to the Supreme
 " Court of the State of Illinois which is granted on condition
 " that the said defendant enter into bond executed
 " according to Law in the Penul sum of Five Thousand
 " and Five Dollars and Eighty Eight cents with sureties
 " to be approved by agreement of parties by the Clerk
 " of this Court with notice thereof to said plaintiff and
 " file the same with said Clerk in Thirty days from
 " this date and it is further ordered that said defendant
 " have Thirty days from this date in which to file his
 " bill of exceptions herein.

And that afterwards to wit on the Fourth day of November
 in vacation between the September and February terms of said Court
 A.D. 1861, a bill of exceptions was filed in the office of the
 Clerk of the Circuit Court of Lake County Illinois in the
 above entitled cause which is in the words and figures
 following to wit.

" State of Illinois }
" Lake County }
" }

In the Lake County Circuit Court of
September Term A.D. 1861.

" John A. Wells

" vs

" The Bank of Northern Illinois }

" Assumpsit "

" Do it remembered that on the trial of
" this cause the plaintiff to maintain the issue on his
" part produced the following evidence which was admitted
" to wit. The Defendant admitted that there was a balance
" on deposit account of Two Thousand Eight Hundred and
" Ninety Four Dollars and Twenty Nine cents upon deposit
" of currency made by the Plaintiff with the Defendant on
" the first day of April, A.D. 1861

" The contents of the Plaintiff's Pass Book were offered
" in evidence in the words and figures following viz:

15th

1857. Dr. Bank of Northern Illinois in account with John A. Mills Cr

Dec, 12	To Cash	508 25	1857 Dec 29 1858	By Check	26 90
			Jan 5	" "	50
			" 6	" "	50
			" 11	" "	222
				Bal	159 30
		508 25			508 25
March 1	To Balance	159 30	March 24	Check S O Smith	133 00
" 12	" C	255	April 5	" Fay	14 00
" 15	" C	480 18	" 26	" J. S. Clarke	250 00
May 12	" C	538 70	" 26	" J. W. Poust	218 62
	Bal orey	153 67	May 6	" Q. Spalding	122 09
			" 11	" J. Holdridge	58 45
			" 12	" S. S. Corbin	15 00
			" "	" Q. Q. Cable	490 00
			" "	" Jhs Wheeler	9 40
			" 24	" Q. S. Smith	50 00
			" 29	" E. L. Wells	29 29
			" "	" P. Galihan	100
			" 31	" Bates	100
		1586 85			1586 85
June 1	By Cash	130	June 1	By Balance	153 67
" "	" "	300	" 3	" check Bates	100
" "	" "	840 10	" 17	" " J. Stevens	600
" "	" "	200	" 21	" " J. A. Mills	15 00
" "	" "	80	" 21	" " C. Buell	5 00
		1550 10	July 3	" " J. S. Mills	50 00
			" 8	" " C. Parry	14 16
			" 26	" " J. A. Mills	60 00
			" "	" " music	10 00
			" "	" " J. S. Mills	53 20
			Aug 19	" " "	80 00
			Sept 21	" " "	266 15
				Bal	42 92
		1550 10			1550 10
Oct 1	To Balance	42 92	Oct	CK	8 50
" 14	" C	18 13	" 18	" "	25 00
" 12	" C	107 72	" 23	" "	40 00
" 29	" C	700	" 29	" "	25
Nov 18	" C	40	Nov 3	" "	94 38
			" 3	" "	174 05
			" 11	" "	41 30
			" 15	" "	100 00
			" 11	" "	25 00
				C. Lindsay	20 00
				Stafford	10 00
				Stockwell	36 46
				R. Farnsworth	25 00
			Dec 8	" " "	58 19
			" 14	" " "	100 00
			" 24	" " "	15 00
			" 24	" " "	25 00
			" 29	" " "	75 00
			" 4	" " "	9
				Bal	189
		908 77			908 77

16 Jan 1	To Balance	1 89	Jan 10	To CK	400	
3	" C	1122 73	" 17	" " war	100	
	Bal	23 34	" 19	" " H.P. Smith	377 50	
			" 21	" " Dykren furth	11 90	
			Feb 9	" " J.W. Nichols	16 46	
			" 17	" " coats	4 10	
			" "	" " self	150 00	
			Mich 24/39	check self	14 00	
			April 8	" "	25 00	
			Feb 16	" "	24 00	
		1147 96				1146 96
May 7	To Cash	40 00	May 21	By Bal	23 34	
12	Madeworth	1272	" 7	" Nichols	13 00	
27	" C	115	" 12	CK	1272 00	
June 1	" C	120	June 1	M.H.K.	13 00	
4	" C	100	" 3	Dykren furth	10 65	
14	" C	110	" 3	C. E. Johnston	55 00	
			" 8	Gorsey	5 50	
			" 8	J.A. Mills	25 00	
				Bal	339 51	
		1757 00				1757 00
July 1	To Bal	339 51	July 7	By Check Curtis	330 00	
Sept 27	" C	460	Sept 29	" " Mills	50 00	
Oct 26	" C	426 33	" 30	" " Darling	28 76	
			Oct 1	" " Hattley	63 75	
			" 3	" " Mills & Mark	15 00	
			" 4	" " " "	10 00	
			" 5	" " oats	15 60	
			Oct 12	" "	50 00	
			" 15	" "	104 08	
			" 25	" "	32 64	
			" 25	" "	5	
			Sept 30	" "	15 81	
			Oct 3	" "	11 48	
				Balance	493 72	
		1225 84				1225 84
Nov 1	To Balance	493 72	Nov 21	By CK	290	
1860	" C	167 81	" 8	Bullock	100	
Jan 20	" C	150	" 19	Stafford	50	
Feb 28	" C	750	Dec 1	Sindeay	55	
May 9	" C	1272	" 26	Siffany	13 94	
			Jan 1/60	Holdings	10 00	
			" 27	14 Mills	230 00	
			Feb 3	Self	32 68	
			" 10	J.F. Manson	25 00	
			April 1/6	Harshel	150	
			" 5	J.A. Mills	200	
			" 17	E. Hall	65 00	
			1860			
			May 9	By CK	500	
			11	"	183 95	
			16	"	200	
			21	"	473 35	
				Bal	254 61	
		2833 53				2833 53

13

Jan 1	To Balance	2524 61	June 12	Check	W. F. Pierce	13 26	
July 5	C	492	" 13	"	J. F. Morrison	100	
Aug 23	C	300	" 27	"	W. S. Pierce	5 75	
Oct 16	C	75	Aug 30	"	V. Butler	152 08	
24	C	100	Sept 22	"	H. Sook	100 00	
Nov 21	C	115	" 24	"	E. Hall	169 41	
28	C	39	" 28	"	Woodgumery	60 75	
June 11	C	400	Oct 2	"	S. Mills	100	
			" 3	"	S. Dorst	322 50	
			Nov 2	"	Vickinson	25 00	
			" 5	"	E. Hall	100 00	
			" 19	"	Dr Dickinson	22 61	
			" 28	"	Hawth	60 00	
			July 2 1860			30 00	
			10			140 00	
			17			31 46	
					Bal	342 79	
		1675 61					1675 61
1860			1860				
Dec 1	To Balance	242 79	Dec 27	J. A. Mills	150 00		
3	C	75	July 14/61	Tiffany	9 00		
24	C	130	" 15	C. Barker	20 00		
1861			" 19	Mrs. Jameson	9 13		
June 14	C	470	" "	Hutchinson	17 00		
July 11	C	65	March 1	J. A. Mills	10 00		
13	C	190	" 8	W. B. Dodge	1000 00		
Mar 8	C	386 83	" 13	Geo. Hood	36 00		
			" 25	J. A. Mills	65 26		
			" 26	J. M. Nichols	18 84		
			" 16	CK	9 13		
				Bal	215 26		
		1559 62					1559 62
April 1	To Bal	215 26	April 1	By CK	15		
"	C	4000	" 8	" J. A. Mills	25 00		
16	C	34	" 8	" Hutchinson	26 50		
			" 11	" F. F. Merson	3 79		
			May	E. M. H.	1000 00		
			April 24	CK	50 00		
			May 13	21 68 40	61 68		
			June 1		140		
			8		33		
				Bal	2894 29		
		4249 26					4249 26
July 1	To Bal	2894 29					"

" H. H. Hawks: a witness produced, and sworn testified
 " as follows.

" I have seen these Certificates of Deposits, (shown to witness)
 " before. They were presented August 5th. 1861 to defendant
 " for payment. Nor Pickford Cashier of the Bank offered
 " to pay Seventy cents on the Dollar in gold if the plaintiff
 " would wait. They were presented at the counter of the
 " Bank for payment. Payment on any other times was refused
 " by the Bank (The defendant, here admitted that the
 " signatures to the Certificates of Deposits is the genuine
 " signature of the Cashier of the Bank.)

" I saw this check of August 3rd 1861, on
 " August 5- 1861 at the Defendants counter. It was
 " presented. by Plaintiff to Pickford Cashier for
 " payment. He did not pay it but asked plaintiff if he
 " would take Illinois Bank Notes, or "stump tail," Plaintiff
 " asked him to count it out. He said he could not do it.
 " He did not offer any money, and said he could not
 " pay him. The check spoken of by the witness was
 " here put in evidence in the words and figures
 " following.

" \$2894 ²⁹/₁₀₀

Haukegan Aug 3^d 1861

" Bank of Northern Illinois. Pay to J. A. Wells or bearer Two
 " Thousand, Eight Hundred & Ninety Four ²⁹/₁₀₀ Dollars

" to —

John A. Wells"

" George Kirk as witness produced and sworn testified
 " as follows. I have seen these certificates before.
 " (being ^{shown} the same certificates of Deposits spoken of by the

" witness Hawkins.) I bought one of Frank Hicks and the
 " other of L. H. Beckwith. I don't think I ever presented
 " them at the Bank nor do I recollect of ever having any
 " conversation with Pickford in reference to them. I
 " bought the Certificate payable to Hicks of Hicks himself
 " I think he had endorsed it before he handed it to
 " me, as his endorsement is on the back of it
 " Thereupon the plaintiff offered in evidence the said
 " certificate payable to Hicks in the words and figures
 " following

" \$108⁰⁰ Bank of Northern Illinois

" (Certificate of Deposit)

" Hannagan April 17th 1861

" Frank Hicks has deposited in this Bank One Hundred
 " and Eight Dollars payable to the order of himself in currency
 " on return of this certificate

" No. 6981st

" C. D. Pickford Cashr "

" This is the Certificate of Deposit spoken of by witness
 " Hawkins the presentment and now payment of which he testified
 " to. To the admission of which in evidence the
 " defendant objected on the ground that the same not being
 " payable in money was not admissible in evidence under
 " the declaration, which objection was overruled by the Court,
 " and said certificate admitted in evidence to which
 " opinion of the Court the defendant ^{then} excepted.

" The foregoing was all the evidence introduced on
 " the part of the Plaintiff. To maintain the issue on
 " its part the defendant introduced the following evidence

" The Plaintiff admits that the defendant was
 " organized as a corporation under the General Banking

" Law of this State, in 1852. And thereupon the
 " defendant, offered in evidence a paper in the words
 " & figures following

" Bank of Northern Illinois
 " Certificate of intention to go into liquidation
 " We David S. Smith President and Charles D. Dickford,
 " Cashier, of the Bank of Northern Illinois do hereby certify
 " that it is the desire and intention of said Bank to
 " withdraw its notes from circulation in accordance with the
 " provisions of an act entitled "An Act to amend an act to
 " establish a general system of banking and an act supplementary
 " thereto approved Jan'y 10 1855. Done by order of the Stock Holders
 " of said Bank this 21st day of September 1859. witness our hands
 " and seals

D. S. Smith
 C. D. Dickford

" Filed Sept 23 - 1859 Jesse R. Dubois Auditor
 " I hereby certify that the foregoing is a full and correct
 " copy of the original now on file in my office
 " Given under my hand and official Seal at my
 " office at Springfield this 26th day of Sept. 1861
 " Jesse R. Dubois Auditor P.A.

" (The admission of said certificate or paper in evidence the
 " Plaintiff then & there objected on the grounds that there is no
 " evidence that the Officers of the Bank were authorized to file
 " said certificate & a certified copy is not admissible and 3^d
 " because the evidence is immaterial. The objection was sustained
 " by the Court and the evidence excluded as inadmissible
 " under the issues - to which decision of the Court the depts then
 " & there accepted).

" Charles O. Dickford a witness produced and swears
 " testified as follows.
 " I am not a stock holder in the Bank & have not been
 " for five or six years there was stock held in my name
 " in 1856 but not since I am in no way shape or manner
 " interested in the assets of the Bank.
 " I have been Cashier of the Bank of Northern
 " Illinois since 1856 and was acting in that capacity
 " in April & May last. (what was the market value
 " of currency in Hankyau at the several dates of the Piffs
 " deposits as shown by the pass book measured by a specie
 " standard of value _____ [This question was
 " objected to by the Plaintiffs Attorney) and the answer was
 " taken subject to such objection) _____
 " The market value of currency measured by a specie
 " standard on the 1st day of April 1861 was 90 to 92
 " cents on the dollar the difference between currency and
 " coin was 8 to 10 per cent..
 " What was the average market value of the different
 " grades of currency on the 5th August 1861. (This
 " question was objected to by the Piffs and the answer was
 " the subject thereto) The average market value of the
 " same currency on the 5th of August 1861 when Plaintiff
 " made demand of payment of his deposits & certificates
 " was 65 cents on the dollar I mean by currency the
 " bills of the Banks organized under the general Banking Law
 " of this State. State whether or not at the time Plaintiffs
 " deposit was made, currency was treated as the equivalent of

" coin in general business (objected by Plff and answer subject
 " thereto.) when the plaintiff made his deposits and at
 " the date of the certificate given to Frank Hicks currency
 " was not treated as the equivalent of coin. State whether
 " or not the Bank was in the habit of making a distinction
 " between coin and currency at that time? (question objected to.
 " by Plff and answer then subject. The Bank made a distinction
 " always noting & specifying if the deposit was currency. This
 " was the usage of the Bank of Northern Illinois. more since
 " I was Cashier & of all Banks in the west. I think Plaintiff
 " himself made such distinction There were no Illinois
 " Bank bills which on the 1st day of April last. were treated
 " as the equivalent of coin, they were as compared with specie at a
 " discount of 8 to 10 per cent. The first distinction in the value
 " of Illinois Bank bills was made by what is called the
 " Rail Road list (The parties admitted that the first grading of
 " Illinois Bank bills in the market when they became the subject of
 " barter [&] sale was between the 13th & 16th of May 1861.)
 " witness - up to that time these bills were treated as currency
 " in the ordinary course of business - were received as money
 " in the payment of debts & in the payment of debts & in the
 " common course of trade at the date of the plaintiff's deposits -
 " were received there in payment of debts & they were taken
 " by Merchants for goods & by farmers for grain. After the 16th
 " of May they ceased to circulate as currency. In August 1861.
 " there were no Bills of Illinois Banks that were worth par
 " Except Bank of Northern Illinois. a man told me he had taken
 " one of its bills at par. It had then a circulation from \$5,000
 " to \$10,000. at par Bills of Bank of Alton, Salina, Kansas County

" & McLean County, were I think worth 95 cents on the
 " 22nd of August. - In making average value of Illinois
 " Bank bills at 65 cents. on the dollar include the following
 " list - Alton Bank, Bank of Northern Illinois
 " Bank of Galena, City Bank of Ottawa, Bank of Bloomington,
 " Kane County Bank, McLean County Bank, Bank of America
 " Bank of Sparta, Cumberland County Bank, E. J. Tinkham &
 " Co's Bank - Highland Bank - Illinois River Bank,
 " Mechanics Bank, Ohio River Bank, Pittsfield Bank,
 " Reapers Bank, Union Bank - American Bank, Bank of
 " Indemnity, Illinois State Security Bank, Illinois Central
 " Bank, International Bank, Mahanoe Bank, Merchants Bank
 " Marshall County Bank, United States Stock Bank, Bank of
 " Commerce, Bank of Illinois, Bank of Jackson County,
 " Bond County Bank, Columbian Bank Eagle Bank,
 " Fulton Bank Olympic Bank, Patriot's Bank, Panet
 " Bank, State Stock Bank, Genesee, Metropolis, Bulls Head,
 " Central, Edgar County, Lake Michigan, Franklin, Kankakee,
 " Narragansett, Shawanese, Toulon, Warren County, Western,
 " Bank of Illinois, Wheat Growers Agricultural Alliance
 " Bank of Albion, Alledo, Ashland, Benton, Brooklyn
 " Carlin, Naperville, Pike County, Republic, Southern
 " Illinois, Canal Bank, Commercial Bank of New Haven,
 " Corn Exchange, Continental, Commercial Bank of Palestine
 " Corn Planters, Douglas Farmers Bank of St. Canton, Farmers
 " Bank of Illinois Garden State, Hampton, Humboldt,
 " Kaskaskia, Lafayette, Mississippi River, Prairie State,
 " Plowmen, Reds, Southern Bank of Illinois American

Exchange. Bank of Aurora. Chester. Commonwealth.
 Quincy. Balugh. Belvidere Citizens Farmers & Traders
 Frontier. Grayville. Grand Prairie. Jersey County Lancaster
 Merchants Drivers. Morgan County. New-Market.
 National. Rail Road. Rock Island. State Bank of
 Illinois. Union County.

The Bank of Northern Illinois commenced retiring its
 circulation within a few days after the certificate of its
 intention was filed. The following is a statement of the
 several amounts retired in pursuance of the intention
 thus declared. It contains the date and amount of
 securities lifted to wit.

Sept 19th.	1859	\$ 304
Oct 24th	"	997
Nov 14	"	1200
" 22	"	639
" 21	"	1500
Jan'y 5th	1860	2450
" 26	"	700

very few of the bills of the Bloomington Bank & others worth 90
 to 95 cents. on the dollar. at that time were in circulation
 in August. I don't know how large their circulation was.
 - quite small from the Auditors July report - What was
 currency on the 1st of April 1861. was then 8 to 10 per cent.
 below specie. I don't know there was much distinction made
 in April in the purchase or selling of goods or wheat between
 Bank bills or gold & not much early in May but I
 don't recollect distinctly how it was in the wheat
 market

Each clause of the evidence
 enclosed was objected to
 by the defendant, and the same was
 sustained by the court.

" I believe that wheat buyers were paying here as much
 " for wheat in currency in April and May as ^{being} ~~was~~ paid
 " in Buffalo and New York - I speak more particularly
 " of Buffalo, that is one of the markets to which wheat
 " is shipped from the West. My impression is that the
 " usual difference in the market price there and here is
 " 20. to 25 cents per bushel

" I should think there was a distinction between bills
 " & gold when taken for debts in April & May. I should
 " have received ^{I should have received} gold in that way at a difference of 6 to
 " 8 per cent. On the 1st of April the currency here consisted
 " principally of the bills of the Banks of this State. Previous
 " to April 1st the entire circulation of the Banks of the State
 " was from \$9,000,000. to \$12,000,000. But on that day a
 " number of the Banks were thrown out, & their bills became
 " uncurrent, & ceased to circulate. and on the 10th of April
 " the circulation was about \$6,000,000 I don't recollect
 " that any more Banks were thrown out, till after May
 " 7th There were 17 Illinois Banks thrown out as early as
 " January 1st 1861 & they then ceased to circulate as currency
 " & on April 1st some 30 more were thrown out, as before
 " stated when thus thrown out, they became uncurrent
 " Plaintiffs deposits did not include any of the bills of any of
 " the Banks thus thrown out previous to April 1st or on that
 " day The Bank (Defendant) was then only taking the bills
 " of those Illinois and other Banks which were current in
 " the market & Plaintiffs deposits was of that current
 " class only The Banks thrown out, prior to Jan'y 1st are

" included in the calculation by which I arrive at the
 " average of 65 cents I class them at 40 cents, The
 " average value of the bills in circulation April 1st was
 " on the 5th of August, 66 to 70 cents in the dollar.

" State what the usage of the defendant, was previous to the 20th
 " day of April and subsequent to the 1st day of April 1861 as to
 " the payment of depositors upon deposits made in currency -

" (Objected to by Plaintiff and answer received subject to objection)
 " The usage of the Bank ever since its organization, was to pay
 " deposits of currency, in currency in bills current in business
 " transactions. — State whether or not, that was its usage
 " with all its customers or only some of them. (Question objected to
 " by the Plaintiff and answer received subject to objection)

" This was its usage with all its customers the Plaintiff had
 " been a depositor with the Bank & did business with it
 " for a number of years & I suppose ^{that} he had personal
 " knowledge of the usage of the Bank which I have stated &
 " it would be very natural that he should have understood
 " it. He kept a heavy deposit account with defendant. contin-
 " uously from its organization & the Bank did business with
 " him according to its usual usages. His average deposits
 " would be perhaps \$1500. per month — no not as large
 " I should think it was \$15,000 to \$20,000 in the aggregate
 " during the whole period. Mills & Kirk (a firm of which
 " Plaintiff was a member also kept a heavy deposit account
 " with defendant during some of the time at some seasons of
 " the year they were in the habit of checking frequently every
 " day when their account was kept with the Bank when
 " checks were drawn without specifying in what payable the

" the custom of the Bank always from its organization was
 " to pay in currency.

"Cross Examination"

" I have been employed in Banking in Illinois since Spring
 " of 1853. in capacity of Cashier & President. Plaintiff's pass
 " book (shown to witness) is kept as depositors' ^{books of general deposits} have been
 " usually kept since I have been in business in this State
 " This book indicates a general deposit account. there was
 " never a special bargain made with defendant. by Plaintiff
 " in reference to Plaintiff's deposit account. his account was
 " a general deposit account. It is & has been a general usage of
 " the Banks of this State to make the entry of the deposits in
 " gold or currency according to the fact. I have been engaged
 " in Banking in Chicago and New York. such is not the
 " practice in other States. the entries are always made by
 " the Bank. This book of Plaintiff is kept in that way,
 " When deposit was made in currency the letter "C." or the
 " word currency is used in the book to indicate the
 " fact. and "gold" or "coin" when specie was deposited
 " This Book is kept as all such books are kept in this
 " State of general deposits made with banks. the letter "C."
 " in this book is intended to indicate Western currency
 " I mean Illinois & Wisconsin. Ohio & other Western bank
 " bills circulating among business men. At time of Plaintiff's
 " deposit April 1st 1861 if Eastern bills had been
 " included in any general deposit the whole would
 " have been credited as "currency" unless special agreement
 " was made. If there had been any Eastern bills included

in plaintiff's deposits the whole would have been
 entered as currency, if he had said nothing about
 it. The entry currency does not of itself indicate
 whether the deposits was made in Eastern or Western
 Bank bills. We took none of the Illinois Bank bills after
 May 20, 1861. It has always been the custom of defendant
 (of Illinois Banks) previous to 6th May 1861 to pay in
 currency all checks drawn upon it unless gold was specified.
 By currency I mean Bank bills that were current at the
 time of payment, in general business. If plaintiff had drawn
 a check previous to May 18th 1861 I should have paid it in
 Bank bills current at the time. Previous to April 1st Illinois Bank
 notes constituted the larger proportion of the bankable currency
 then in circulation in this State. There was but little Ohio,
 Iowa or Eastern bills in circulation. The circulation had been
 thus composed perhaps earlier than November 1860. There
 was not much specie in circulation during the time. There
 was some fluctuation from time to time in the value of Illinois
 currency as compared with a specie standard during that
 time ranging from two to ten per cent. difference in gold or New-
 York Exchange. The business in this Country, was carried
 on in the circulation composed as stated. On the
 22nd of August, 1861 Illinois Bank bills had completely
 disappeared from circulation & were replaced by bills
 of Banks of Ohio, Iowa, New York & New England, this
 change took place in May. The difference between the
 bills in circulation (after May, 1861) and specie was one
 per cent, that is they could have been converted into
 specie at one per cent discount. The usage at the Bank

" (defendant) in relation to deposits made with it was this.
 " they never credited us so much money and used by the
 " Bank in the course of its business - the bills of each depositor
 " were not laid aside & kept as special deposits but were
 " thus used and the checks of depositors were paid in any
 " current bills held by the bank at the time of presentation
 " of the check. From 1st of April to 6th of May I received and
 " paid out the kind of currency deposited by Plaintiff as
 " for currency.

" Direct resumed " I use the term "currency" as
 " designating such Bank bills as were received by the
 " Bank on deposit & paid out by it and used in general
 " business. that "currency" was composed of Illinois & Wisconsin
 " Bank bills principally & in part of Wisconsin bills at the
 " time of Plaintiff's deposit (April 1st Ohio and Indiana
 " Bank bills were at a premium in Waukegan as compared
 " with Illinois and Wisconsin bills and there was not
 " much Eastern Ohio, Indiana or Iowa bills in circulation
 " at that time. gold was called at a premium and Illinois
 " currency was called par. Illinois Bank bills were
 " rated as the standard or par of currency and gold as
 " compared with that. was at a premium - gold was not
 " treated ^{as par} and the currency rated at a discount as I understand
 " There was a change in that respect before the 5th of August
 " and after that change. gold was rated as the standard
 " That was a sudden change. It occurred on the 21st of
 " May, 1861 and still continues, after that gold was
 " called at par, which before had been rated at a premium.

" Cross examined There never was a word passed
 " between plaintiff & defendant as to the basis on which
 " his deposit account, opened & kept, it was a general
 " deposit account.

" Re direct There was a large depreciation of ^{Illinois} Bank
 " bills after 7th of May, & previous to May 21st as compared
 " with gold. — gold was at a premium of 15 to 20 per cent.
 " just previous to gold becoming the standard. It could
 " not have been bought of me for 30 per cent. & I do not
 " think it could have been bought elsewhere for less. Illinois
 " bills ceased to circulate as currency after May 16th

" And thereupon the plaintiff produced Charles R. Stale
 " a witness who being sworn says the bills of Bank of
 " Northbrook Illinois & ten others Illinois banks were in August
 " 1861 I suppose worth 95 to 97 cents in coin I think they were
 " not passing as current funds, but subjects of barter. They were
 " taken in trade, at 95 cts, at that time & in some instances
 " at par.

" The pass book of Mills & Kirk was put in evidence by
 " the defendant in the words & figures following to wit.

1839				1839			
Bank of Northern Illinois in account with Mills & Kirk							
1839				1839			
April 7	To	C	96 55	April 1	By	Balance	133 39
26	"	"	101 41	" 7	"	Stevens & Norris Co	94 00
30	"	"	130 78	" 8	"	Int	2 75
				" 26	"	"	9 17
				" "	"	Mills & Kirk	11 60
				" 28	"	Joyles Dft	100 00
				" 29	"	" "	30 00
						Ball	7 83
			388 74				388 74
May 2	To	Ball	7 83	May 2	By	CN Adams	23
" 7	"	C	140	" 9	"	J A Mills	50 00
" 12	"	C	130 21	" 9	"	Joyles Dft.	107 31
16	"	C	89 94	" "	"	" "	80 75
18	"	C	175	" 16	"	Stevens & Norris Co	185 54
25	"	C	200 88	" "	"	Int.	2 75
26	"	C	101 60	" 18	"	Joyles Dft.	107 31
27	"	C	500	" 25	"	J. F. & McMe	70 09
31	"	C	1421	" 25	"	J. Q. Norris	129 59
			1489 46	" 27	"	Int	9 17
				May 28	"	check J. Q. Norris	46 45
				" "	"	"	18 85
				" 31	"	"	262 07
						Ball	43 35
							353 23
			1489 46				1489 46
June	To	Ball	352 23	June 21	By	Peter & Adams	24 20
3	"	C	88	" 3	"	Shepman & Gooding	29 50
21	"	C	145 53	" 4	"	Hawks	110 00
8	"	C	318 22	" "	"	Bright Co	50 00
13	"	C	275	" 11	"	Stockwell	52 88
18	"	C	160 60	" "	"	Hetherick	90 00
27	"	C	290	" 13	"	C Adams	20 00
27	"	C	299 60	" "	"	our note	300 00
				" 14	"	Pughy Paper	7 00
				" 17	"	Buttards	61 29

Bal

167 44	June 18	Guglies & Co Opt	20 00
" 25	" 25	S. Klein	100 00
" 23	" 23	Guglies Opt	50 00
" 24	" 24	" "	100 00
" 14	" 14	" "	22 82
27	" 27	" "	1000
June 29	June 29	" "	80

2097 64

2097 64

July 1	To	C	145	July 1	By Cash	167 44
25		C	195	" 7	" J. A. Mills	67 05
9		C	296 76	" 2	" Gordon & Sellers	43 50
12		C	130 30	" 4	" Storbar	25 00
14		C	175	" 8	" Shipman & Gorringe	38 60
16		C	215	" 9	" W. B. Dodge	50 00
18		C	189 17	" 12	" Stevens & Sons Co	102 53
23		C	140	" 15	" Guglies & Co Opt	163 50
26		C	296 50	" 21	" Pears & Adams	18 70
				" 23	" Guglies & Co Opt	100 00
				" 26	" W. H. Wright Co	200 00
					Bal	806 35
			1782 73			1782 73

Aug 1	To Balance	806 35	Aug 1	Guglies Opt	50 00
3	C	80	" 2	Hubbard	100 00
9	C	297 25	" 3		161 25
13	C	175	" 4	Coel & Fellers	100 00
26	C	65 44	" 5	Stevens & Sons Co	149 22
	Bal	247 43	" 6	Guglies Opt	35 25
			" 8	Mt C	10 75
			" "	Guglies & Co	100 00
			" 9	J. A. Mills	400 00
			" 12	W. H. Wright	130 00

"	13	Shipman & Goodridge	39 95
"	16	Gugler & Co	60 00
"	20	"	100 00
"	1	"	60 89
"	3	"	42 32
"	26	" 22 ⁹⁰ 21 ⁹⁴	44 84
"	30	"	75
"	29	"	121

1671 47

1671 47

Sept 1	To C	126	Sept 1	By Balance	247 43
7	C	196 74	" 7	Bickford & Co	252 75
12	C	279 84	" 9	Benedict & Gault	19 00
20	C	181	" 10	C. D. Bickford	100 00
28	C	990 83	" 12	Our Offt	25 00
	Ball	12 28	" 20	" notes	1004 26
			" 29	Capt Bell	37 50
			" 23	Gugler & Co Offt	50 00
			"	Bell Offt	58 25

1786 89

1786 89

Oct 3	To Cash	172	Oct 1	Balance	12 28
5	C	301 32	" 3	check Bell	43 00
8	C	175	" 4	" S & Goodridge	39 05
14	C	197 42	" 5	" Stevers & Morris	96 32
19	C	84 08	" 6	" Capt Bell	50 00
20	C	125	"	" Ed Hall	45 00
22	C	134	" 11	" G P Millar	43 50
25	C	140	" 15	" Stafford	25 00
29	C	115	" 12	" Wheat.	26 67
			" 13	" Pitkin	35 22
			" 21	" Capt Bell	36 75
			"	" Wheeler	50 00
			"	"	26 76

" 22	Pork	697
" "	C. G. Beckford	919
" 25	Pork	37 35
" 25	"	16 76
" "	Lugle Co	150 00
" 24	Beck for corn	69 47
" 27	"	23 75
" 28	"	11 56
" 6	"	31 07
29		25 95
"		15 48
31		420 04
	Ball	94 60

1443 82

1443 82

Nov 1	To Balance	94 60	Nov 3	By CK	150
3	Cash	400	4	18. 20 16	38 16
8	C	153 86	5	64 95 31 64	86 59
9	C	140	8	15 80 24 06	39 86
7	C	245	9	27 22 17 45	44 67
15	C	693 58	10	67 23 30 46	97 69
19	C	347	11		33 39
25	C	145	15	80 81 13 81 618 63 8 64	649 16
29	C	170	16	41 07 59 17 85 17 53 73 52	158 72
29	C	1783 48	17	30 90 32	62 90
	Ball	105 67	18	24 12 32 31 85 16 66	85 49
			19	40 56 80 68 25 04	210 60
			22		42 61
			23	29 36 07 26 52	91 89
			25	80 52 106 48 45 32	232 32
			26	14 33 31 72 30 7	77 12
			29	268 31 1010 368 69 20 80 26 51	1811 92
			30	48 56 32 80 20 60 70 07 24 52	395 11
			"	40 62 29	69 69
					4278.19

4278.19

4278.19

Dec 1	To Cash	145	Dec 1	By Bal	105 67
6	C	22 48	3	CK 23 ⁰⁴ 20 ¹²	43 11
Dec 6	Dr C		Dec 6	By CK 50.39 ²⁶ 22 ⁴⁵ 50	161 71
			7	24 ³⁸ 22 ⁸⁸ 69 ²²	116 49
			8	14 ³⁵ 49 ¹⁶ 32 ⁷⁶ 68 ⁸⁰	165 10
			9		75
			24		6 50
			28		14 17
			31	17 <i>Seven</i> <i>months</i> Bal	21 25
1860		970 30			261 30
					970 30
Jan 1	To Balance	261 30	Jan 9	By CK 50 ⁵⁰ 7 ⁵⁰	510 00
7	C	152 36	12		100
13	C	248	18		20
18	C	153 64	28	1005.6 ⁵⁰ 7 ⁵⁰	1019
28	C	125 3	30	103 ⁶⁸ 12	115 68
"	C	100	31	Jan <i>months</i>	50 21
				Bal	353 41
		2168 30			2168 30
July 1	To Balance	353 41	July 1	By CK 99 ³⁸ 75	174 38
"	C	170	9		102 50
2	C	106	15		225
9	C	200	16		60
15	C	161			
July 26	By Cash	134 50	20		245 26
"	"	139 25		Bal	457 02
		1264 16			1264 16
Mar 1	To Bal	457 02	Mar 1	Bill Opt	103 27
7	C	123 68	" 10	Engle Opt	50
10	C	125	" 12	note	704 47
12	C	304 50	" 21	Link for Bull	165 00
13	C	220	" 22	our notes	804 88
10	C	130	" "	CK Engle	75 00

37	19	C	228 40	"	Kirk	50
	22	C	580		Bal	698 98
	26	C	134			
	27	C	180			
	31	C	149			
			2651 60			2651 60

April	2	To Balance	698 98	April 1	Stafford	71 62
	5	C	159 57	april 4	Kirk	39 50
	12	C	110	" 7	Cheek Hills	50 00
1860				" 12	Guyles Off	50 00
April	20	C	218 20	" 20	Parr's Sausage Co	319 23
	21	C	160	" 22	Guyles Co	155 00
	30	C	280	" 24	Guyles Off	114 90
			1576 75		Cany	40 00
					Bal	214 75
						1576 75

May	1	To Balance	714 75	1	Sunday & Soutworth	7 31
"		C	140 20	1	Wright Co	20 00
"	4	C	125	1	3rd Charlery	20 54
"	22	C	263 45	7	M J Brown	629 34
				5	Guyles Off	50 00
				8	Baldier Co	31 10
				10	Imuck	50 00
				22	Parr's Sausage Co	175 93
				"	1st St. & Parked	113 29
					Bal	148 29
			1246 40			1246 40

1860				1860		
June	1	To Balance	148 29	June 2	By CK	11 45
	5	C	145	" 7	" Check Betty	98 00
	7	C	628 20	" 12	" Guyles Off	100 00
	9	C	219	" 14		7 00
	14	C	162	" 15	G. E. Plaid	330 32
	21	C	200	" 20	Capt Bell	50 00

27	C	258 25	" 28	Wright	46 00
				Bal	1111 97
		1760 74			1760 74

July 1	To Balance	1111 97	July 6	Guy's Off	50 00
2	C	175	" 7	Capt. Bell	20 00
6	C	270 72	" 10	Jos Charles	50 00
10	C	300	" 12	CR Stiles & Sons	50 00
23	C	307 68	" 13	Whipple	10 00
			" 14	Guy's Off.	240 09
			" 19	" "	379 20
			21	Brown	53 51
			26	Collins Co	81 25
			28	Jos Charles	25 00
			"	W Smith	25 00
			"	A. Frobridge	50 00
			" 31	Guy's Off	314 58
			1860		
			July 14	By CR	50 00
				Bal	766 74
		2165 37			2165 37

Aug 1	To Balance	766 74	Aug 3	Check Frobridge	150 00
14	C	212	" "	" W Smith	150 00
23	C	115	" 7	" Frobridge	658 00
28	C	200	" 14	"	142 06
	Bal	255 51	" 17	" W. E. Smith	175 00
			" 20	" Bishop	71 98
			" 28	" Guy's Off.	100 00
			" 29	" Helcher	50 00
			" "	" Sherman	52 21
		1549 25			1549 25

Sept 1	To Cash	180	Sept 1	By Balance	255 57
8	C	225	7	Guylo Off	100
13	C	305	" 8	" Nelson Whipple	64 10
17	C	258	" 10	" W Smith	100 00
15	Sunderlin	165	" 13	" Guylo Off	200 00
20	C	340	" 17	" Off Guylo	338 84
26	C	350	19		49
29	C	577		Ball	1232 55
		<u>2340</u>			<u>2340 60</u>

1860			1860		
Oct 1	To Balance	1232 55	Oct 4	Check Guylo Co	125 00
4	C	390	" 6	Chas Pratt & Mills	146 50
9	C	361	" 9	Wm's Sawyer Co	415 47
9	C ^{W.S. 33}	195	" 15	Summers Co	1012 54
11	C ¹³⁷	170	" 16	W H Wright	21 25
10	C	280	" 22	Sadler & Thompson	285 92
16	C	242 26	" 27	E Stubbard	260 00
20	C	353 80		Ball	1817 25
13	Sunderlin	22			
18	Sunderlin	50			
24	C	300			
26	C	275			
31	C	175			
27	Sunderlin	40 32			
		<u>4086 93</u>			<u>4086 93</u>

Nov 1	To Balance	1817 25	Nov 1	By CK	129 44
9	C	250	3	By CK	500
15	C	225	" 12	" " H E Sunderlin	92 00
20	C	223	" 12	Hawkes	100 00
21	C	58	" " 43 ³²	100, 28 ³⁶	71 68
22	C	108	" 15	Bickford	51 47
23	C	143	" 16	Edie's	17 64
24	C	68	Nov 21	steel	13 56
28	C	122 25	" "	200	51 00
			" "	Dunning	37 12
			" "	Compton	17 70
			" "	Adams	48 90
			" "	Miller	23 48
			" "	"	38 08
			" "	Hosley	54
			" "	Shing	17
			" "	Bilbott	16
			" "	Ferry	71 73

1840		3014 50
Que 1	To Baln Ill.	524 20
12	C Ill Bk note	333 56
14	do	1000
"	do	34 79
17	do	117 82
18	do	214 61
19	do	1000
22	do	105 83
28	do	327 61
"	do	130 77
"	do	500 00

4309 19

22	57 ⁶ 14.29 ³⁸ 50.134 19.50	349 99
"		214
23	19 ⁸⁶ 18.67 ⁶⁹	105 85
24	51 ⁵² 35 20	86 77
26		22 74
"		33 51
27	12 ¹⁰ 28 ⁵⁴ 26	66 64
28	12 ⁰ 32 ⁵⁰ 13 ⁴ 39.44 23.21 ³⁵ 231 91	
"	41 ⁸⁰ 30 33 13 37	57 70
"		85 83
30		40 15
	Ball	524 20

1840		3014 50
Dec	John Huns check	15 00
"		14 40
6		60
7		20
8		125
11	302.30.60.44 68	504
12	30 ⁸⁶ 68.22.33	153 96
13	12.17.47.57.33	166
"		32
14	37.357 ⁵¹	394 81
15	23.55. 32 ⁶⁶	110 66
"		106
17	47 ⁸⁵ 76	123 85
18	34.42.53.21.22.61	233
"	161. 47	208
19		64
"		74
20		75
"		95
"		79
"		56
21		76 86
22	32.43.29.53.27.14.81.20 ³⁰	329
24		60
27	18.34.29.31.89.52.21.30.20.30	354
28	30.117.53.64 ³⁵	264 35
"		150
29		35
	Ball	327 30
		4309 19

July 1	To Balance	226 06	July 1	By CK. 13 ³⁰	11. 42	66 30
			4	83. 32	66-80.	132 66
5	C	362	5	125-83	27.25, 41.40. 93	351 83
			6	44. 29.	21	94
8	C	825	9			56
			12			103
13	C	100	13	12. 11.	10	34 39
			15	20. 25		45
20	C	100	16			48
			19			30 74
26	C	73	21	23. 55	20	43 55
			28			45
						362 59
						1586. 06
		1586 06				1586. 06

				29	Julius Armstrong	104 99	
					Bal	4570 86	
		6201 65				6201 65	
1	To Bal	4570 86	April 1	By CK		4000	
6	c	23		Church Bill		15	
16	c	100	" 11	D.H.T.P.S		40 00	
16	c	50	" "	Mc + K.		20 00	
25	c	35	" 12	Clark		35 80	
			" 13	Edwards		32 00	
			" 24	Nar for Kirk		7 00	
			1561				
			April 11	By CK		20	
			23			25	
			"			16 76	
			24			10	
			29			10	
				Bal		547 30	
		4778 86				4778 86	
May 1	To Bal	547 30	May 3	Budget		100 00	
			8	Trunking		30 00	
2	c "	58 70	11	Budgets Dpt.		100 00	
7	c "	78	13	Gen Sawyer Bco		39 72	
11	c "	60	14	Budgets Dpt.		18 00	
14	c "	70		Hicks & Bond		8	
11	c "	48 60	24	Budgets Dpt.		130 75	
16	c "	150	29	Mills & Kirk		48 60	
17	c "	74 70	28	Chas K		66	
				Bal		526 23	
		1087 30				1087 30	
June 1	To Bal	526 23	June 11	Mills & Kirk 201 corn		300 00	
				Blodgett		13 67	
				Bull		15 85	
			July 5	Gordon		52 03	
			"	CK selves		144 68	
		526 23				526 23	

Julius ~~Armstrong~~

Julius ~~Armstrong~~

Julius ~~Armstrong~~

" The foregoing is all the evidence which was introduced
 " in said cause, and the court having found for the
 " Plaintiff & assessed his damages at the sum of Three
 " Thousand and Two dollars & ninety Four cents the defendant
 " then & there made by counsel its motion for a new trial
 " and filed the same in in the words & figures
 " following to wit:

" John T. Wells

In Lake County Circuit Court.

" J. T. Wells

Sept term. 1861

" The Bank of Northern Illinois vs. Assumpsit.

" The Defendant moves for a new trial
 " in this cause for the following causes.

" 1. That the finding of the ~~court~~ ^{jury} is contrary to law and the evidence

" 2. That the damages assessed by the court are excessive

" 3. That the court erroneously ruled ~~and~~ against defendant

" objection admitted in evidence the certificate of deposit
 " payable to Wells

" Upton & Frazer Attys

" which motion the court thereupon overruled to which

" opinion of the court the defendant by counsel at the

" time excepted. And the defendant prays that thus

" its bill of exceptions may be sealed by the court

" which is done

" George Manierre E. S. J.

" Judge of 7th Judicial Circuit Illinois

State of Illinois
Lake County

I, Josiah W. Truesdell Clerk of the Circuit Court in and for said County in the State aforesaid do hereby certify that the foregoing transcript is a true copy of the papers filed and proceedings had in said Court in the above entitled cause as will appear from the records in this office

W. Truesdell Clerk

Transcript & Seal

1862

In Testimony whereof I have hereunto set my hand and affixed the seal of said Court at New York this 9 day of April. A.D. 1862.

J. W. Truesdell
Clerk

The Bank of Northern Illinois
vs
Plff in Error

John A. Mills deft in error

In Sup Ct. Ills. 3rd G. D.

Error to Lake

The ~~Bank~~ in error

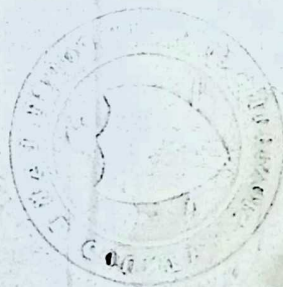
- was that there is manifest error in said judgment & proceedings of the Lake County Circuit Court in this Court
- 1 That said Court erred in ~~receiving in evidence said~~ sustaining said demand to said third plea
 - 2 That said Court erred in sustaining said demand to said sixth plea
 - 3 That said Court erred in admitting in evidence said certificate of deposit
 - 4 That said Court erred in refusing to receive in evidence said certificate of said Bank's intention to withdraw its notes from circulation
 - 5 That said Court erred in overruling said motion for a new trial
- H. W. A. C. (Clerk) & W. H. A. C. (Attor)

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Bank of America
is
John A. Mills
left in error.

21

1536



Filed Apr. 23. 1862
L. Seland
C.H.

1864



37

about buying. They were eighty four head of cattle bought at the same time with the thirty-three head. They were a part of the Eighty head. I don't know whether Strattan got any money from Woodward, nor where he got his money. I bought some more for Woodward afterwards

Cross Examination by counsel for Plaintiff
I have known Woodward since 1859

There was a partnership contract between Woodward and Strattan in 1859 for buying cattle I heard them say so in June 1859 in my presence Strattan introduced me to Samuel Woodward. Woodward proposed to furnish the money. I never had any interest in the 34 head of cattle. I purchased what cattle of the 34 head I bought, on the joint account of Strattan and Woodward. I understood from the defendant Oscar Strattan that he was buying the thirty four head of cattle for joint account of himself and Woodward. Lee Strattan told me so, they Strattan and Woodward were to have equal property on the 34 head of cattle and equal profits. Woodward sent \$1280 that I know of, It came through me. Between \$400 and \$600 I know Strattan paid.

Defendants recall witness Baker who on

re direct examination testified that Woodward had agreed to send money to Agency City to pay for the cattle to be delivered there; that he failed so to do. Witness and Strattan waited there several days for the money to come. It did not come. The owners of the cattle had driven them to Agency City where they were to be paid for and would not deliver them until paid for, under these circumstances Strattan and I went to the Agent of the Rail Road ^{and he}, the Agent guaranteed the payment of the cattle on Strattan's account and agreed to advance Strattan \$600 to pay for the cattle with, on those terms the owners of the cattle let them go. Strattan got on the train went to the River got the \$600 returned the next day and paid for the cattle. The money was advanced at Agency City or agreed to be on the personal credit of Strattan the Agent knew him and did not know Woodward. The man at Agency City was the agent of the Chicago Burlington and Quincy Rail Road.

Defendants next called William Martin General Freight Agent of the Chicago Burlington and Quincy Rail Road

Company at Chicago: Who produced the Books of the Rail Road Company which contained the following Receipt to wit:

Freight Office C. B. and N. R. Co.

East Burlington Aug 24th 1859

Received of C. Strattan two cars of
Cattle [34 Head more or less] to be delivered
at Chicago Station at Special Rates being
\$55.⁰⁰ per car from Agency City and charges
\$600.⁰⁰ In consideration of which and for
other valuable considerations it is hereby
mutually agreed that said Company
shall not be liable for loss by jumping
from the cars; delay of trains or any
damage said property may sustain. —
Except such as may result from a collision
of the trains or when cars are thrown from
the track in course of transportation to be
fed and taken care of by owners.

signed R. F. Howford for C. B. & N. R. Co.

C. Strattan

And who testified that the cattle were now
consigned to Oscar Strattan in Chicago
and that said Strattan paid the Freight
on said Cattle amounting \$110.⁰⁰ and
the six hundred dollars advanced by the
R. R. at Agency City.

The defendants then rested their case

The Plaintiff by his Counsel then offered Samuel Woodward the defendant in the execution as a rebutting witness to prove the ownership of the said 34 Head of cattle taken in execution against said Woodward at the suit of George Smith et al. The defendant's counsel objected to the witness testifying on the ground of interest which objection the Court sustained and refused to let Woodward testify to which ruling of the Court excluding the said Woodward from testifying the Plaintiff by his counsel then and there excepted. This was all the testimony in the case the jury gave a verdict for plaintiff for nominal damages And afterwards the Plaintiff by his counsel moved for a new trial on the following grounds:

- (1st) The verdict is against the evidence
- (2nd) The Court erred in refusing to let Woodward be sworn and testify on the part of the Plaintiff

Hervey Anthony and Galt
Attys for Plff.

41 which said motion for a new trial the Court overruled to which decision of the Court overruling the motion for a new trial the Plaintiff by his counsel then and there excepted.

And inasmuch as the matters and things aforesaid do not appear of record the Plaintiff by his counsel presents this his Bill of Exceptions to the Court and asks that he may sign and seal the same and make it a part of the record in said cause which is accordingly done

Wm H. Higgins *(Seal)*
Judge

It is hereby stipulated and agreed by and between the attorneys for defendants and Plaintiff that the above Bill of Exceptions may be signed and seal by the Judge and filed by the clerk as of the term at which the above cause was tried and within the time allowed by the Court for filing the same

Chicago

E. W. Evans
Attorney for Dfts

Hervey, Anthony, and Salt
Atts for plff.

State of Illinois
County of Cook

I Thomas B Carter Clerk of
the Superior Court of Chicago, within and for the
County and State aforesaid do hereby Certify that the
 foregoing is a full true and complete Transcript of
all the Pleadings on file in my office - & all the
Orders and Judgments entered of record in said Court,
together with the Bill of Exceptions & stipulations filed,
in a certain Case wherein William James Connor
of the County of Cook in the State of Illinois who
sues for the use of George Smith and Elisha R Willard
was Plaintiff and Owen Stratton John B Lyon
Albert McCombe and James T Hoyt were defendants
In testimony Whereof I have hereunto
set my hand and affixed the Seal
of said Court at Chicago in the
County aforesaid the Twenty Seventh
day of March A D 1863
Thomas B Carter
Clerk



Assignment of Errors

Supreme Court of Illinois

Third Grand Division

William James Coroner, who sues for the
 use of George Smith & Elisha W. Willard } *Plff in*
Error

vs

Oscar Shotton, John B. Lyons &

Albert Morse, unpleaded with James J. Hoyt
 } *Defendants in Error*

And now comes the said
 Plaintiff in Error, by Hervey Anthony Galt
 his attorneys and says, that in the record
 & proceedings aforesaid, and also in the ren-
 dition of the judgment aforesaid, there is
 manifest error in this, to wit:

1. The verdict is against Evidence

The Court erred in refusing to let Woodward
 be sworn & testify on the part of the Plain-
 tiff

And the said Plaintiff in error prays that the
 judgment aforesaid, for the errors aforesaid, and
 for other errors apparent in the record and proceed-
 ings aforesaid, may be reversed, annulled, and altogether
 held for nothing, & that the said Plaintiff in Error may
 be restored to all things which he has lost by occasion
 of the said judgment

Hervey Anthony Galt
 atty for Plff in Error -

And now comes the Dept. above
by Evans this attorney, I say that
in the Records & preceding in said case. There
is no error, & pray that Justice may
be affirmed.

E. U. Evans
per Dept. }

2104

Supreme Court

James A. Stratton

William James } Plff in
Cosover whose name
the use of Smith &
William }

Oscar Stratton }
et al } vs }
the Co.

Abstract of
Record

Filed Apr 23 1863

L. Selous
CM

Henry Anthony Galt
vs }
the Co. }

\$10.00 paid by Henry Anthony
Galt