

No. 12596

Supreme Court of Illinois

McAllister

vs.

^{ER}
Cheesbough

The People of the State of Illinois. By the Grace of God. Free and Independent.
To all to whom these presents may come. Greeting: Know ye that we having caused to
be inspected the Records and proceedings now remaining in the Office of our Clerk
of our Circuit Courts, in and for the County of Will, do find therein certain Records
and proceedings of said Court, in Words and figures following to-wit:

"State of Illinois

Will County Circuit Court.

December Term A.D. 1854

United States of America

State of Illinois)

County of Will. ss

Hear before the Honorable Sylvester W. Randall
Judge of the Eleventh Judicial Circuit of the State of
Illinois at the December Term of the Will County Circuit Court, begun and held
at the Court House in the City of Joliet in Said Will County on the third mon-
-day of December (the same being the eighteenth day of Said month of December)
in the year of our Lords one thousand eight hundred and fifty four. and of
the year of the Independence of the said United States the Eightieth.

Present Hon. Sylvester W. Randall Judge as aforesaid

Sherman W. Bowen State Attorney of 11th Judicial Circuit

Perry P. Scanitt Sheriff of Said Will County.

Royal C. Barber, Clerk of Said Will. Co. Cir. Court."

And therefore Court October 3^d 1854. the following Precept for
Summons was filed in the Office of our Said Clerk of said Circuit Court in
the words and figures following

"Will County Circuit Court.

Ellsworth Cheesborough, Thomas G

Stearns & Ezra M Kingsley  Action of debt.

vs

Jerse W. Allister 

Debt — \$550.

Damages \$550.

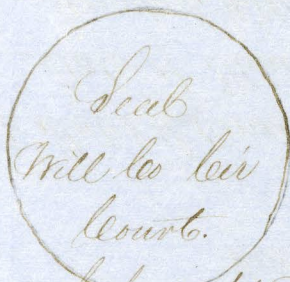
Action of debt, in the above cause, laying Plaintiffs damages as above
and oblige

J. W. Bowen atty.
for Plaintiff - "

And afterwards *Scribo* on the day and year last aforesaid
Summons was duly issued by said clerk of our said Circuit Court in the
words and figures following.

"State of Illinois }
Will County p } The People of the State of Illinois - to the Sheriff of Said County
Greetings:

We command you that you Summon
Jesse Mc Allister if he be found in your County - personally to be and appear
before our Circuit Court, of our said County of Will on the first day of the next Term
thereof to be holden at the Court House in Joliet in said Will County on the
Third Monday of December 1854 to answer Ellsworth Cheebrough Thomas G
Stearns & Ezra W. Kingsey of a plea whereof he doth not render unto them a
certain debt of five hundred and fifty dollars which he owe to and unjustly
detains from them. to the damage of them the said plaintiffs five hundred
fifty dollars, as is said. And have you than, there, this writ.



Witness Royal E Barber clerk of our said
Court and the seal thereof hereto affixed at
office in Joliet in said Will County this
3rd day of October AD 1854.

And on the back of said summons is endorsed "R E Barber clerk."

the following, "I have executed the within summons by reading the same to Jesse Mc Allister this 28th day of October A.D. 1854

And afterwards *Scribo* December 8th in the year last
aforesaid the following declaration was filed in the office of our said clerk
of said Circuit Court in the words and figures following *Scribo*.

"State of Illinois
Will County s

At the December Term of the Will County.

Circuit Court, in the year of our Lord one thousand eight hundred and fifty four.

Elleworth Chubbrough, Thomas G. Stearns, and Ezra M. Kingsley, Plaintiffs
in this suit, by ~~Thomas~~ W. Bowen their Attorney complain of Jesse M. Allister, defendant
in this suit, being duly summoned & of a plea that he render unto the said
Elleworth Chubbrough, Thomas G. Stearns, and Ezra M. Kingsley the sum of five hun-
-dred, and fifty dollars lawful money of the United States, which he owes to and
unjustly detains from them. For that whereas the said defendant heretofore
sought on the twenty sixth day of May in the year of our Lord one thousand
eight hundred and forty eight - at the City of New York - in the State of New York
that is to say, at and within the County of Will in the State of Illinois made
his certain promissory note in writing bearing date a certain day and year
therein mentioned to wit: the day and year aforesaid - and then and
there delivered the said note to the said Plaintiffs by which said note he the said
defendant then and there promised to pay Six months after the date thereof
to the order of the said Plaintiffs by the name style and firm of Chubbrough
Stearns & Co. the sum of one hundred and eighty five & $\frac{20}{100}$ dollars at the Bank of
Orleans at Albion in the said State of New York, for value received, by means
whereof and by force of the statute in such case made and provided the said
defendant then and there became liable to pay to said Plaintiffs - the sum of
money in the promissory note, specified - according to the tenor and effect of
the said promissory note, and although the said sum of money in the said
promissory note specified, hath been long since due and payable according to the
tenor and effect of the said note, yet the said Plaintiffs in fact saith, that
the said defendant (although often requested so to do) did not nor would pay the
said sum of one hundred and eighty five dollars twenty cents - in said note specified
or any part thereof, to the said Plaintiffs in manner aforesaid, or otherwise how-
-soever, but hath hitherto wholly neglected - and refused so to do. Whereby an action
hath accrued to the said Plaintiffs, to demand and have of and from the
said defendant the said sum of one hundred & eighty five dollars twenty cents
in the said note specified, parcel of the said sum above demanded,
And whereas also the said Plaintiffs afterwards sought:

On the first day of August A.D. 1854 aforesaid at and in the County of Will aforesaid 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 plaintiffs, a large sum of money to wit: The sum of three hundred dollars of like lawful money, to be paid by the Said defendant to the Said plaintiffs 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 plaintiffs to demand and have of and from the Said defendant the last mentioned sum of three hundred dollars parcel of the said sum above demanded.

And whereas afterwards also the said plaintiffs afterwards lent on the first day of August, A.D. 1854, aforesaid at Will County, aforesaid and paid, laid out and expended a certain other sum of money to wit: The sum of three hundred dollars of like lawful money, for the Said defendant, and at his like Special instance and request, and to be paid by the Said defendant to the Said plaintiffs when he the Said defendant should be thereunto afterwards requested whereby. Whereby and by reason of the said last mentioned sum of money being and remaining wholly unpaid an action hath accrued to the said plaintiffs to demand and have of and from the said defendant the said last mentioned sum of three hundred dollars, other parcels of the said sum above demanded, and whereas also the said defendant afterwards lent on the first day of August - A.D. 1854, aforesaid at and within the County of Will aforesaid had and received certain other sum of money to wit: the sum of three hundred dollars of like lawful money to and for the use of the said plaintiffs, and to be paid by the said defendant, to the said plaintiffs when he the said defendant should be thereunto afterwards requested. Whereby and by reason of the last mentioned sum of money being and remaining wholly unpaid, an action hath accrued to the said plaintiffs to demand, and have of and from the said defendant the said last mentioned sum of three hundred dollars other parcels of the sum above demanded. And whereas also the said defendant afterwards lent on the 15th day of September A.D. 1854, aforesaid at and within the County of Will

Aforesaid accounted with the said plaintiffs of and concerning diverse other sums of money, before that time and then due and owing, and in arrears and unpaid, from the said defendant to the said plaintiffs, and upon that accounting the said defendant was then and there found to be in arrears, and in debt to the said plaintiffs in the further sum of Three hundred dollars, of like lawful money - to be paid by the said defendant to the said plaintiffs, where he the said defendant should be thereunto afterward 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 plaintiffs, to demand and have of, and from the said defendant the last mentioned sum of Three hundred dollars residue of the said sum above demanded.

Yet the said defendant (although often requested, so to do,) hath not as yet paid the said sum of five hundred and fifty dollars above demanded, or any part thereof, to the said plaintiffs, but he to do this hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiffs of Five hundred and fifty dollars, and therefore he brings his suit

J. W. Bowen

Plaintiffs Attorney "

Copy of Note declared on

\$185.00

"New York May 26th 1848."

"Six months after date I the Subscriber of Albion State of New York"
"promise to pay to the order of Cheestrough Stearns One hundred and eighty"
"five & dollars at the Banks of Orleans, at Albion N.Y. Value Received."

(Signed) J. W. Allister

And after wards Torts on the eighteenth day of December in the year first aforesaid it being also one of the regular days of said December Term of said court for the year first aforesaid, and the said court being then in session duly organized and open for the transaction of business certain proceedings were had and entered of Record by said Court in words and

Figures following to wit.

"In the matter
of } Filing
Pleadings }

It is ordered by the Court that all pleas in all cases pending upon the Common Law and Chancery Dockets, and not heretofore filed, be filed, be respectively filed by next Wednesday morning at eight o'clock. "

And afterwards to wit December 19. in the year aforesaid it being also one of the regular days of said Term of said Court for the year aforesaid, and the said Court being then in Session, duly organized and open, for the transaction of business the following pleas were filed in said Court in words and figures following to wit.

" Will County Circuit Court,
State of Illinois

Jesse W. Allister

vs.

Edward Cheestrough Thomas &
Stearns & Esq. Mc Kingday

Dec Term 1854

And the said defendant by Anderson, Mr. Allister & Garrison his Attorneys come and defends the wrong and injury whereof, and as to the several sums of money, in the said declaration mentioned and thereby demanded, except as to the sum of One hundred and eighty five ²⁰/₁₀₀ dollars, parcel of the said sum above demanded, and mentioned in the first ~~three~~ count in said declaration, says that he does not owe the same to the said plaintiffs or any part thereof in manner and form as the said plaintiffs have above thereof complained against him & of this he puts himself upon the country. and as to the said sum of One hundred and eighty five ²⁰/₁₀₀ dollars parcel of the sum above demanded and in the first count of said declaration mentioned the said defendant says that the said plaintiffs ought not to have or maintain their aforesaid action thereof against him because he says that the said supposed promissory

Note, in said first count mentioned was made and executed beyond and without the limits of the State of Illinois, to wit at the City of New York in the State of New York, and the same was payable at the Village of Albion County of Orleans, and State of New York, and not elsewhere. That the said note became due, and the said cause of action in said Court mentioned occurred before the thirteenth day of April Eighteen hundred and forty nine To wit: On the first day of December 1848. that at the time of the making of said supposed promissory note, to wit on the 6th day of May 1848. to the first day of May Eighteen hundred and forty nine the said defendant was not at any time out of said State of New York where he resided to wit: at Albion aforesaid in said State. And the said defendant further in fact says that the said cause of action in said Court, mentioned - did not, nor did any part thereof accrue at any time - within five years next after the said thirteenth day of April Eighteen hundred and forty nine, and before the commencement of this suit, in manner and form as the said plaintiffs have above thereof complained against him - and that the said defendant is ready to verify whereof he prays judgment, if the said plaintiffs ought to have or maintain their aforesaid action thereof against him.

3^d And for a further plea in this behalf, as to the said sum of money supposed to be due and owing by the said defendant to the said plaintiffs in said declaration mentioned, and thereby demanded, the said defendant by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such case made and provided says that the said plaintiffs ought not to have or maintain their aforesaid action thereof against him - because he says that the aforesaid action of the plaintiffs - and the said several supposed causes of action in said declaration mentioned - and each and every of them are wholly founded upon the said supposed contracts and liabilities in said declaration mentioned - and which supposed contracts and liabilities were not - nor is any or either of them under seal, and the said defendant further in fact says that the said supposed several contracts and liabilities and each, and every thereof were made and ~~in~~ⁱⁿ occurred to wit on the 6th day of May 1848. at the City of New York and State of New York and to be performed at the Village of Albion, County of Orleans, and State of New York and not elsewhere, to wit on the day and year

Part aforesaid. That at the time of the making and incurring the said several supposed contracts and liabilities as aforesaid the said plaintiffs resided in the City of New York aforesaid, and the said defendants at the aforesaid village of Albion, and that they then continued so to reside for more than six years next after the said causes of action and each and every of them in said declaration mentioned accrued, and the said defendant further in fact says that the said supposed cause of action, and each and every thereof are barred and no action thereon can be maintained, to wit at Albion aforesaid to wit at Will County in the State of Illinois by reason of the premises, and by virtue of the Statute of the said State of New York previously to the making and incurring of the said supposed contracts and liabilities, and each and every thereof and still in force entitled "Of the time of Commencing actions for the recovery of any debt, or demand or for damages, only" whereby it is provided and enacted that "all actions of debt founded upon any contract obligation or liability not under Seal - excepting such as are brought upon the judgment or decree of some Court of Records of the United States or of this (the State of New York,) or some other State shall be commenced within six years next after the cause of such action accrued or the cause of such action shall cease determine, and be forever extinct" And the said defendant further in fact says that more than six years have elapsed next after the said several supposed causes of action, and each and every thereof in said declaration mentioned, accrued, and before the commencement of this ^{suit}, and this the said defendant is ready to verify wherefore he prays judgment, if the said plaintiffs ought to have or maintain their aforesaid action, thereof against him.

And for further Pleas in this behalf as to the said several 4th Sum of money in the said declaration mentioned, and thereby demanded except as to the sum of Three hundred dollars in the second count of said declaration mentioned, for money alleged to have been lent, by said plaintiffs to said defendants, and the further sum of three hundred dollars in the third count of said declaration mentioned - for money also alleged to have been lent, by said plaintiffs to said defendants And also the sum of Three hundred dollars in the fourth count of said declaration mentioned for money alleged to have been paid

Said out and expended by said plaintiffs for said defendants, and also the sum of Three hundred dollars in the fifth count of said declaration mentioned alleged to have been had and received by the said defendants of the said plaintiffs, and also the further sum of Three hundred dollars in sixth count of said declaration mentioned alleged to have been found due and owing the said plaintiffs upon their accounting together parcels of the sums above demanded. the said defendant by like leave of the Court &c says that he does not owe the same to the plaintiffs or any part thereof in manner and form as the said plaintiffs have above thereof complained against him, and of this he puts himself upon the country.

And as to the sume of money above excepted
5th for money lent, money paid, said out and expended, money had and received, money due and owing upon accounting together with said defendants, the said defendant says that the said plaintiffs ought not to have or maintain their aforesaid action thereof against him, because he says that the said last mentioned causes of action in the second third fourth fifth & sixth counts in said declaration mentioned, and each and every thereof were created arose and accrued beyond the limits of the State of Illinois, South in the City of New York, and State of New York, and the same and each and every thereof, accrued before the thirtieth day of April Eighteen hundred and forty nine South on the first day of August 1848, at the place aforesaid and that the said supposed causes of action last above mentioned in said second third fourth fifth and sixth counts of said declaration mentioned did not, nor did any or either of them, accrue at any time within five years next after the said thirtieth day of April Eighteen hundred and forty nine, and before the commencement of this suit, in manner and form as the said plaintiffs have above thereof complained against him, and of this he is ready to verify - wherefore he prays Judgment, if the said plaintiffs ought to have or maintain their aforesaid action thereof against him.

Anderson M^r Allister Garrison

Deft. atty.

And afterwards Court on the 13th day of March in the year
1852. 1855
last aforesaid, it being also one of the regular days of said ^{the March} term of said Court for the year last aforesaid and the said Court being then

In session, duly organized and open for the transaction of business
the following Replication to ^{said} plea, was filed in said Court in the words
and figures following To-wit:

Well Circuit Court

March Term 1855.

Edward Cheubrough Thomas
& Stearnes & Ezra M. Kingsley }

vs

Jesse M. Allister

And the said plaintiffs as to the said
~~as to the said plea~~ of the said defendant by him first above pleaded
and whereof he hath, hath put himself upon the Country, do the like

J. W. Bowen

Plaintiffs Attorney "

And on the day and year last aforesaid it being one of the
days of said ^{March} Term of said Court for the year aforesaid - and the said
Court being then in session, duly organized and open, for the transaction of
business the following demurrer was filed in said Court, in the words
and figures following To-wit:

Well Circuit Court,

Edward Cheubrough Thomas
& Stearnes & Ezra M. Kingsley }

vs

Jesse M. Allister

March Term A.D. 1855.

And the said plaintiffs as to the said
plea of the said defendant, by him secondly,
third and fourthly above pleaded, says that the same, and the matters
therein contained, in manner and form as the same are above pleaded
and set forth, are not sufficient in Law to bar - or preclude them the
said plaintiffs from having or maintaining their aforesaid actions
thereof against him the said defendant, and that the said plaintiffs

Are not bound by Law to answer the same, and that the said
Plaintiffs are ready to verify wherefore by reason of the insufficiency of
the said pleas in this behalf the said plaintiffs pray Judgment
and their debt aforesaid, together with their damages by them sustained
on occasion of the detention thereof to be adjudged to them &c

S^r M^r Bowen
Plaintiffs Attorney

And afterwards ^{to wit} on the day and year last aforesaid it being
one of the regular days of said ^{March} term of said Court for the year last aforesaid, and
the said Court being then in Session, duly organized and open for the trans-
action of business certain proceedings were had and entered of Record in the
words and figures following to wit.

"Ellsworth Leheeborough, Thomas
G Stearns & Ezra M Kingsley
vs
Jesse M^r Allister
Debt.

And now come said parties to this suit
by their respective attorneys S^r W Bowen Esq. for said plaintiffs and Messrs
Anderson & M^r Allister for said defendants, and now comes on for hearing
the arguments of counsel to the demurrer of said plaintiffs, filed to the second
third and fourth pleas of said defendants to said plaintiffs declaration
herein, and after hearing the said arguments thereon and after due delibe-
-rations, and being fully advised in the premises it is ordered by the Court
and the Court doth now order and adjudge that the said plaintiffs de-
-murrer aforesaid be and the same is sustained as to the said second
plea of said defendants herein, and it is further ordered and adjudged
by the Court that the said demurrer aforesaid be and the same is
overruled as to the said third and fourth pleas of said defendants filed
herein as aforesaid."

And ^{proceeding} afterwards Court on the day ^{no}

Year last aforesaid it being one of the regular days of said ^{March} Term of
Said Courts for the year last aforesaid and the said Courts being
then in session duly organized and open for the transaction of business
the following Joinder in Demurrer was filed in said Courts in the
words and figures following to wit:

Will Circuit Court
vs
vsse Mr. Allister
ad
Edward Chesebrough Thomas
G. Stearns & Ezra M. Kingsley

Joinder in Demurrer

And the said defendants saith that
his said second third and fourth pleas by him above pleaded and
the matters therein contained in manner and form as the same
are above pleaded and set forth are sufficient in Law to bar
and preclude the said Plffs from having and maintaining their
said action against him the said deft. and this the said deft.
is ready to verify and prove as the said Court here shall direct
and award. Wherefore in as much as the said Plffs have
not answered the said several pleas nor hitherto in any manner
denied the same the said deft. prays judgment and that by
the Court here they the said Plffs may be barred from having &
maintaining their said action against him the said deft.

Anderson Mr. Allister and Garrison
Deft. Atty's

And afterwards to wit on the 20th day of March in the year last
aforesaid it being one of the regular days of said ^{March} Term of said Courts
for the year last aforesaid said Courts being then in session and
duly organized and open for the transaction of business the
following Replication to 3^d plea was filed in said Courts
in the words and figures following to wit

Vill Circuit Court

March Term 1855.

Edward Cheesbrough Thomas
G. Stearns & Ezra W. Kingsley

vs.

Debt.

Jesse W. Allister.

And the Said Plaintiffs as to the Said plea of the Said defendant by him, thirdly above pleaded, says that the Said plaintiffs by reason of any thing by the Said defendant in that plea alledged, ought not to be barred from having and maintaining their aforesaid action thereof against the Said defendant because they say that the Said defendant, did not reside in Albany in the State of New York, for more than six years, after the cause of action mentioned in the Said Plaintiffs declaration, accrued, as said defendant hath alledged in his Said third plea, nor is the Said plaintiffs cause of action barred by the Said Statute, of the State of New York as the Said defendant hath in his Said third plea alledged, nor has six years elapsed between the time said causes of action accrued and the time of the commencement of this suit - and of this the Said plaintiffs put themselves upon the country.

V. W. Brown.

Plffs atty. "

And afterwards Court on the day and year last aforesaid it being one of the regular days of said Term of said Court for the year last aforesaid, and the said Court being then ~~in session~~ duly organized and open for the transaction of business the following note was filed in said Court in the words and figures following to wit:

185. 3

New York May 26th 1848.

Six months after date of the subscriber of Albion. State of New York promise to pay to the order of Chesbrough Steam & Co One hundred and eighty five ²⁰ Dollars at the Bank of Orleans at Albion N.Y. Value Received

J^r McAllister "

No due Nov 29/1848.

And afterwards to wit on the day and Year last aforesaid it ^{also} being one of the Regular days of said Term of said Court for the year last aforesaid: and the said Court being then in Session, duly organized and open, for the transaction of business certain proceedings were had and entered of Record by said Court in the words and figures following to wit:

Ellsworth Chesbrough, Thomas L. Stearns, Esq. vs. J^r McAllister
J^r McAllister

And now again come said parties to this suit by their respective attorneys Mr. Rowen for plaintiffs and Messrs. Anderson & McAllister for defendants, and by agreement enter their motion that the trial of this cause now proceed, and that the intervention of a Jury be waived herein, and this cause submitted to the Court for trial. Whereupon it is ordered that the trial of this cause do now proceed, that the intervention of a Jury herein be and it is waived, and that this cause be tried by the Court, and now this cause comes on for trial, and after hearing the evidence adduced, and the argument of counsel, and being fully advised in the premises the Court finds the issue joined between the said parties to this suit, for the said plaintiffs, and it is ascertained and found by the said Court that the said defendant was and is indebted to the said plaintiffs by reason of the promise to the sum of One hundred and eighty five dollars and twenty cents, their said debt and also to the further sum of eighty one dollars and fifty six cents their damages for the

Detention of their said debt. Thereupon the said plaintiffs enter their motion for Judgment, against the said defendants, And it is ordered by the Court that the said plaintiffs, do have judgment against the said defendants for their said debt, to one hundred and eighty five dollars, and twenty cents, and also for their said damages for the detention thereof to eighty one dollars, and fifty six cents making together the sum of Two hundred and Sixty six dollars and Seventy six cents.

It is thereupon considered by the Court that said plaintiffs, do recover of the said defendants their said debt to the sum of one hundred and eighty five dollars, and twenty cents and also their said damages for the detention thereof to the sum of eighty one dollars and fifty six cents, making together the sum of Two hundred and Sixty six dollars, and Seventy six cents, together with their costs and charges by them about their suit in this behalf expended, and that they have execution therefor.

And afterwards to wit on the day and year last aforesaid ^{also} being one of the regular days of said ^{month} term of said Court for the year last aforesaid and the said Court being then in session duly organized and open, for the transaction of business the following Stipulation was filed in said Court in the words and figures following to wit:

"Will Cr. Circuit Court

Jess M^r. Allister
ad^r

Edward Cheesbrough others

March Term 1855.

It is hereby stipulated by and between the Attornies for the respective parties, that all replications to the 4th and fifth pleas, are hereby waived, and that case be presented to the Supreme Court solely upon the decision of this Court sustaining the demurrer to the second plea, and the deft. Bill of exceptions Anderson, M^r. Allister Garrison, attornies for Deft. J. W. Bowen, Plffs atty

20th March 1855

State of Illinois
This County Circuit Court

I Royal E Barber Clerk of the
Said Circuit Court in the State aforesaid do certify the foregoing
to be a true correct and perfect Transcript of the aforesaid
entitled cause as appears upon the files of the Said Court, and
also of the Record of the proceedings of Said Court therein
as this day compared by me

In attestation whereof I have hereunto
subscribed my name and affixed
the seal of Said Court at office in
Joliet in Said County this 23rd day
of June A.D. 1853

R. E. Barber clk



True Record 65 fol	\$6.50
Cut & Seal	35
Postage Pre Paid	15
	<u>\$7.00</u>

Will County Circuit Court
Jesse McAllister

ad,
Edward Cheeshrough
et al

March Term 1855-

And afterwards to wit on the 20th day of
March 1855, at a circuit court held by and
before the Hon S W Randall Circuit Judge
Come the said Plaintiffs by S W Bowen
Esquire their attorney as well as the said
defendants by W H McAllister his attorney
and jury being waived by the respective
attorneys for said parties, and consent thereto
being made in open court the issues ~~and~~ in
this cause came on to be tried before the
said Circuit Judge.

The plaintiffs to maintain the issue on their
part introduced in evidence a promissory
note of which the following is a copy
" \$185²⁰ New York May 20th 1848

Six months after date I the subscriber of
Albion State of New York promise to pay
to the order of Cheeshrough Stearns & Co
one hundred & eighty five ²⁰ dollars
at the Bank of Orleans At Albion
N.Y. Value received

J McAllister

It was admitted by the Plaintiffs attorney
that the said note was made out of the
State of Illinois, and at the city of New York
in the State of New York and payable at
Albion in said State of New York, that
the defendant lived at Albion in the State
of New York and continued to remain

beyond the limits of the State of Illinois
until after the thirteenth day of April 1884
Eighteen hundred and forty nine, and that
said note became due on the 20th Novem-
ber 1848 ^{and that this suit was commenced on the 3rd day of October 1854}
Eighteen hundred and forty eight.

The defendants attorney objected to a
recovery by the plaintiffs, and that the
Cause of action aforesaid was barred by
the statute of limitations pleaded in the
second plea, The Court overruled the
objection aforesaid and decided there-
on that said matter did not constitute
a defense to said action to which ruling
and decision the depts counsel then and
then excepted.

The said Court thereupon decided that
the plaintiffs recover in this action the
sum of two hundred and sixty six dollars
and seventy six cents ^{being the amount of said note and the}
that no other evidence was given in said
Cause.

And because none of said matters appear
upon the record of said cause the said
Court judgment the prayer of said defen-
dant has to this bill of exceptions set his
hand and seal this 20 day of March
1885 according to the statute in such case
made and provided

S. W. Rorance 

22 Will County Circuit
Court 20 1835

John M. Allister

vs
ad,
Edward Cheesbrough
& others.

Bill of Exceptions

Filed March 20, 1835
B. E. Barker Clerk

Filed June 25, 1835
S. Keland Clerk

Supreme Court of the State of Illinois

Jesse McAllister

vs

Plffs in Error

Ellsworth Cheesebrough Thomas G

Stearnes and Ezra W Kingsley

Defts in Error

To the Clerk of said Court

Please issue a writ of error commanding the Judge of Will County Circuit Court & ~~now County~~ ^{send} to the said Supreme Court, the Record and proceedings, in a plaint which was in said Circuit Court before said Judge by summons between the above named Ellsworth Cheesebrough Thomas G Stearnes and Ezra W Kingsley and Jesse McAllister late of Plainfield in the County of Will of a plea that the said Jesse McAllister render unto the said Ellsworth Cheesebrough Thomas G Stearnes and Ezra W Kingsley the sum of five hundred and fifty dollars lawful money of the United States which he owes to and unjustly detain from them. Judgment having been rendered therein against said Jesse McAllister, and Manifest Error having intervened to the great damage of said Jesse McAllister he therefore prays for a writ of error and that the same be returnable at the next Term of the said Supreme Court to be held at Ottawa, pursuant to the Statute in such case made and provided

Anderson & McAllister

Attys for Plffs in Error

Chicago Ill

²⁴
Jep¹⁰ McArthur
E. Churchrough stats.

Recipe

Filed Apr. 25. 1855.
L. Seland M.

No. 5. ~~10~~ ~~23~~
Jesse McAllister
vs
E. Churchill et al.

No. 5-

5

12576

1858