

13664

No. \_\_\_\_\_

# Supreme Court of Illinois

Hinman

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vs.

Rushmore

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STATE OF ILLINOIS,  
SUPREME COURT,  
Third Grand Division.

No. 190

*Hinman*

*x*

*Rushmore*

*13664*

*1862*

*Prepared*

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the 21<sup>st</sup> day of August in the year of our Lord One Thousand Eight Hundred and Sixty one and of the Independence of the United States of America the Eighty sixth.

Present, The Honorable

John M. Wilson

Chief Justice of the Superior Court of Chicago.

Van N. Higgins & Grant Goodrich

Judges.

Charles Marcus Prosecuting Attorney.

Anthony C. Nesing Sheriff of Cook County.

Attest,

Walter Kimball Clerk.

It is remembered, that heretofore, to wit: on the thirty first day of May in the year of our Lord One Thousand Eight Hundred and Sixty one, there was filed in the Office of the Clerk of the Superior Court of Chicago a certain recip. Affidavit for attachment, and Bond in the words and figures following to wit:

State of Illinois  
County of Cook

Henry T Steele of the  
City of Chicago in the County of Cook and  
State of aforesaid being duly sworn says  
that he is the attorney of the firm of  
Rushmore Cone & Co which firm at the  
dates and times when the indebtedness  
and each and every part thereof here-  
inafter mentioned, accrued, was composed  
of the following individuals as copartners  
of said firm, to wit: Thomas L Rushmore  
John A Cone, Puddleton G De Graw,  
William A Harding, James A Simpson  
William Johnson, George Corbin & Lyell  
T Olmsted, and that this affiant is  
the attorney of the said persons above  
named, and this deponent further says  
that Smith D Hinman is justly indebted  
to the persons above mentioned, being  
the copartnership <sup>firm as</sup> aforesaid, in the sum  
of Nine Hundred and sixty six dollars  
and fifteen cents, or about that sum,  
that such indebtedness is due and  
owing to said firm from said Smith  
D Hinman, for goods and Merchandise  
sold and delivered by said firm to  
said Hinman during the autumn and  
winter of the year of our Lord Eighteen

State of Illinois  
Cook County

vs. Superior Court of  
Chicago  
Of the Term A.D. 1861

Thomas L. Rushmore  
John W. Cone, Cuddehon  
J. Nelson, William A.  
Warding, James A. Simpson  
William Johnson, George  
Corbin & Lyell T. Clusted

Trespass on  
the Case upon  
Promises  
Damages \$2000-

Smith D. Hinman

The Clerk of said Court will please  
issue writ of Attachment in above entitled  
Cause in favor of said plaintiffs, against  
the Lands, Tenements, Goods & Chattels  
of Smith D. Hinman, directed to the  
Sheriff of Cook County, returnable  
at the next June Term of said Court  
A.D. 1861 in amount of Demand Five  
Hundred sixty six Dollars and fifteen  
Cents. (1866<sup>15</sup>)

Porter, State & Grant  
Plffs Attorneys

Chicago May 31<sup>st</sup> 1861.

Remained & fifty (as above) and that  
the whole of said amount of indebtedness  
is now due and owing to  
said firm. and further that the  
said Smith & Hinman does not  
reside in the State of Illinois &  
that said Smith & Hinman does  
reside at Oberlin in Loraine County  
in the State of Ohio, and further  
that this affiant makes this  
affidavit on behalf of the persons  
aforesaid comprising the said  
firm of Rushmore Cone & Co for  
the purpose of procuring the issue  
of a writ of attachment against the  
lands and tenements of goods and  
chattels of the said Smith & Hinman  
from the Superior Court of Chicago.  
Wherefore this affiant prays that a  
writ of attachment may issue from  
said Superior Court of Chicago returnable  
at the next term of said Court. in  
favor of the said persons comprising  
said firm of Rushmore Cone & Co as  
aforesaid. against the lands and  
tenements. goods and Chattels of said  
Smith & Hinman. as is by law provided  
Subscribed and sworn  
to before me this thirty & N. S. State  
first day of May A.D. 1861.  
Walter Hubbard Clerk

Attachment Bond.

Know all Men by these Presents.

That we Henry J. Stule and Albert Morse both of the City of Chicago in the State of Illinois are held and firmly bound unto Smith D Hinman of Oberlin, Lorain County Ohio in the penal sum of Nineteen Hundred & Thirty two dollars thirty Cents lawful money of the United States for the payment of which said sum, well and truly to be made we bind ourselves our heirs, Executors and administrators, jointly and severally by these presents.

Sealed with our seals and dated the Thirty first day of May A.D. 1861.

The Condition of the above obligation is such. That whereas the above bounden Henry J. Stule has on the day of the date hereof, prayed an attachment out of the Superior Court of Chicago Cook County, at the suit of Thomas L. Rushmore, John A. Cone, Peudleton H. D. Law, William A. Harding, James A. Simpson, William Johnson, George Corbin and Lyell J. Olmsted,

against the Estate of the above named Smith D Hinman for the sum of Nine Hundred and sixty six dollars

fifteen cents, and the same being about to be sued out of said Court, returnable on the first Monday of June next, to the term of said Court then to be holden.

Now if the said parties above named at the suit of whom said attachment has been prayed as aforesaid shall prosecute their said suit with effect, or in case of failure therein, shall well and truly pay and satisfy the said Smith & Hinman all such costs in said suit and such damages as shall be awarded against the said Thomas L. Rushmore, John A. Cone, Suddleton, G. D. Law, William A. Harding, James A. Simpson, William Oghusan, George Corbin & Lyell T. Orvsted their heirs, Executors or administrators, in any suit or suits, which may hereafter be brought for wrongfully suing on the said attachment then due above obligation to be void, otherwise to remain in full force and effect.

3

Signed, sealed & delivered in the  
presence of Charles W. Deane

H. D. Stule  
Albert Morse

And afterwards to wit: on the  
same day and year aforesaid  
there issued out of and under  
the seal of said Court, two  
certain writs of attachment,  
which said writs, together with  
the returns of the Sheriff thereon  
endorsed are in the words and  
figures following. To wit:

State of Illinois,

Cook County Ill

The People of the  
State of Illinois to the Sheriff of  
said County, Greeting:

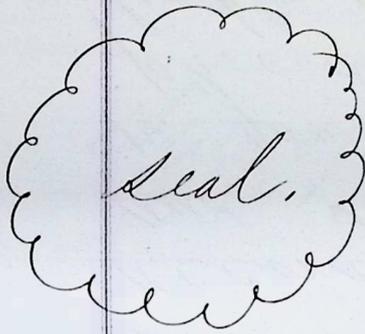
Whereas  
H. J. Steele has complained on oath  
to Walter Kimball Clerk of the Superior  
Court of Chicago of Cook County  
that Smith B. Hinman is justly in-  
debted to Thomas L. Rushmore,  
John A. One, Pendleton & DeGraw,  
William Harding, James A. Simpson,  
William Johnson, George Corbin,  
and Lyell T. Olmsted to the amount  
of Nine Hundred and Sixty Six  
Dollars, and fifteen Cents, and  
oath having also been made, that  
the said Smith B. Hinman resides  
out of this State, so that the ordinary  
process of law cannot be served  
upon him, and the said Henry  
J. Steele and Albert Monse having  
given bond and security, according  
to the direction of the act in such  
case made and provided,

We therefore Command you that  
you attach so much of the Estate  
real or personal of the said Smith

6  
O'Kinman to be found in your  
County, as shall be of value  
sufficient to satisfy said debt,  
costs, according to the said Com-  
plaint, and such estate so attached  
in your hands to secure, or so to  
provide that the same may be  
liable to further proceedings thereon  
according to law, at a term of said  
Superior Court of Chicago, to be holden  
at Chicago, within and for the  
County of Cook, on the first  
Monday of June next, so as to  
compel the said Emish O'Kinman  
to appear and answer the complaint  
of the said Thomas L Rushmore  
John A Cone, Peudleton G De Grauw,  
William A Harding, James A Simpson,  
William Johnson, George Corbin &  
Lyell T Olmsted and that you  
also summon \_\_\_\_\_  
as Garnisher to be and appear  
at the said Court on the first  
Monday of \_\_\_\_\_ next, there to  
answer to what may be  
objected against \_\_\_\_\_, when  
and where you shall make  
known to the said Court how  
you have Executed this writ:

And have you then and there  
this writ.

Witness Walter Kimball  
Clerk of our said Court  
and the seal thereof at  
Chicago, in said County  
this 31<sup>st</sup> day of May  
A.D. 1861.



Walter Kimball Clerk

The within named defendant not  
found in my County, no property  
found to levy upon this 1<sup>st</sup> day of  
June 1861.

Anthony C. Hering Sheriff  
By A. Brumby Deputy.

State of Illinois  
Cook County ss.

The People of  
the State of Illinois, to the Sheriff  
of Livingston County, Greeting:

Whereas Henry J. State  
has complained on oath to Walter  
Kimball, Clerk of the Superior Court  
of Chicago of Cook County, that

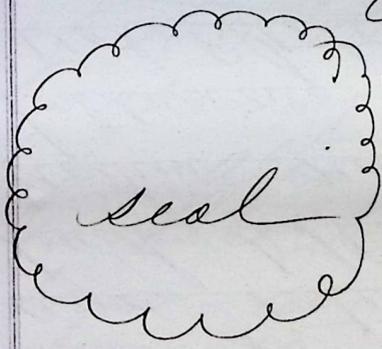
Smith & Hinman is justly indebted to Thomas L. Rushmore, John W. Cone, Pendleton S. DeGraw, William W. Harding, James R. Simpson, William Johnson, George Corbin & Lyell T. Olmsted, to the amount of Nine Hundred & Sixty six dollars and fifteen cents, and oath having also been made, that the said Smith & Hinman, resides out of this State, so that the ordinary process of law cannot be served upon him, and the Henry T. State and Albert Monroe having given bond and security, according to the directions of the act in such case made and provided:

We therefore Command you, that you attach so much of the Estate real or personal, of the said Smith & Hinman to be found in your County, as shall of value sufficient to satisfy said debt and costs, according to the said Complaint, and such estate, so attached, in your hands to secure, or so to provide that the same may be liable to further proceedings thereupon according to law, at a term of said Superior Court of Chicago to be holden

at Chicago, within and for the  
County of Cook, on the first  
Monday of June next, so as to  
compel the said Smith & Hinman  
to appear and answer the complaint  
of the said Thomas L. Rushmore, John  
A. Cone, Peudleton & DeHaw, William  
A. Harding, James A. Timpson, William  
Johnson, George Corbin, and Lyell  
J. Clusted, and that you also  
summon — us garnishee to  
be and appear at the said Court  
on the first Monday of —  
next then and there to answer to  
what may be objected against —;  
when and where you shall make  
known to the said Court how you  
have executed this writ. And have  
you then and there this writ;

Witness Walter Kimball  
Clerk of our said  
Court, and the seal  
thereof, at Chicago  
in said County  
this 31<sup>st</sup> day of May  
A D 1861.

Walter Kimball  
Clerk



State of Illinois  
 Livingston County 325 By virtue of the within writ I  
 have on this first day of June in the year  
 Eighteen Hundred + sixty one  
 levied upon all the right title  
 and interest of the said  
 Smith, D Hinman defendant  
 within named in and to the  
 following described lands and  
 real Estate lying <sup>situate</sup> in the said  
 County of Livingston and State  
 of Illinois, that is to say:  
 The north half of section  
 nineteen (19) in Township twenty  
 seven (27) North of Range seven  
 (7) East of the third Principal  
 Meridian, also the South East  
 quarter of the north West quarter  
 of the South East quarter of  
 section twenty three (23) in  
 Township twenty seven (27) North  
 of Range six (6) East of the  
 third Principal Meridian,  
 Also the South West quarter of  
 the South East quarter of section  
 sixteen (16) in Township Twenty  
 seven (27) North of Range seven  
 (7) East of the third Principal  
 Meridian, also the South East  
 quarter of the South East quarter

of section sixteen (16) in Town  
ship twenty seven (27) North of  
Range seven (7) East of the third  
Principal Meridian, also the  
North East quarter (NE  $\frac{1}{4}$ ) of the  
South East quarter (SE  $\frac{1}{4}$ ) of section  
sixteen (16) Township twenty seven  
(27) North of Range seven (7)  
East of the third Principal Meridian  
also the North west quarter (NW  $\frac{1}{4}$ )  
of the South East Quarter (SE  $\frac{1}{4}$ )  
of section sixteen (16) Township  
twenty seven (27) North of  
Range seven (7) East of the  
third Principal Meridian.  
also lot Number Eleven (11)  
of the East half of the North  
East Quarter (E  $\frac{1}{2}$  of NE  $\frac{1}{4}$ ) of  
Section ten (10) in Township  
Number Twenty seven (27)  
North of Range six (6) East  
of the third Principal Meridian  
Containing ten acres more or  
less, also lots one & two (1 & 2)  
in Block Four (4) and ~~lots~~  
lots seven and eight (7 & 8) in Block  
three (3) in the Town of Fairbury  
according to the Record Plot  
of said Town of Fairbury. also  
lot seven (7) in Block fourteen

(14) in the Town of Fairbury  
aforesaid. The said defendant  
not found in my County;  
Edwin R. Maples  
Sheriff of Livingston  
County Illinois.

And afterwards to wit: on the  
Twenty ninth day of June in  
the year last aforesaid. the  
plaintiffs by Porter Steed & Graff  
their attorneys filed in the office  
of the clerk aforesaid their certain  
Declaration in the words and  
figures following. to wit:

The Superior Court of Chicago  
of the June Term A.D. 1867.  
State of Illinois,  
Cook County vs  
Thomas L. Rushmore,  
John A. One, Pendleton S. A. One, William  
A. Harding, James A. Simpson, William  
Johnson, George Corbin, & Lyell T.  
Olmsted, Copartners at the times and  
dates hereinafter mentioned, under the  
firm name and style of "Rushmore  
& Co" and who sue as such  
Copartners, plaintiffs in this suit, by  
Porter Steele and Grant their attorneys,  
Complain of Smith & Winman defendants  
in this suit, who was proceeded  
against by writ of Attachment, of a  
Plea of Trespass on the case upon  
promises.

For that whereas heretofore, to wit  
on the seventeenth day of September,  
in the year Eighteen Hundred & Sixty,  
the said plaintiffs, Copartners as  
aforesaid, at the City of New York  
to wit, at Cook County aforesaid,  
at the special instance and request  
of the said defendant, sold and  
delivered to the said defendant,  
divers goods wares & merchandize

of great value, to wit: of the value of three thousand and three dollars and fifty four cents, and in consideration of the said sale and delivery of the said goods and merchandise as aforesaid, the said defendant afterwards, to wit: on the nineteenth day of April in the year Eighteen hundred and fifty one, at the City of New York, to wit, at the County of Cook aforesaid, made his certain promise and agreement in writing to and with the said plaintiffs, Copartners as aforesaid, in the words and figures following, that is to say:

"313<sup>54</sup>" New York April 19, 1861.  
 " Thirty days after date I the  
 " subscriber of Oberlin, County of Lorain  
 " State of Ohio, promise to pay to the  
 " order of Rushmore Case No Three  
 " thousand three <sup>54</sup> dollars at the  
 " Banking House of Saul Plumb, Oberlin,  
 " Ohio value received, with the current  
 " rate of Exchange on New York over  
 " 1/2 per Ct  
 " S. D. Hinman

By reason whereof the said Defendant became liable to pay, and being so liable undertook and promised to pay to the said plaintiffs, Copartners as aforesaid, the said sum of money to wit: the sum of Three Hundred & three dollars & fifty four cents together with the Current rate of Exchange on New York over one Half per cent, mentioned in said agreement in writing, according to the terms & effect of the said agreement in writing. Yet the said defendant although often requested so to do, hath not paid to the said plaintiffs the said sum of money in the said agreement in writing mentioned, nor the said exchange, nor any part thereof, and still the whole of the said sum of money, with interest since the date fixed therein for the payment of the same, & the exchange on New York, is now justly due & owing by the said defendant to the said plaintiffs, & the said plaintiffs aver that the Current rate of Exchange in said agreement in writing mentioned, at the time when the money in said agreement became due and payable, was & ever since has

been over one half per cent. to wit:  
one per cent.

And whereas also the said  
plaintiffs as Copartners aforesaid,  
heretofore to wit: on the third day  
of December in the year of our Lord  
One thousand Eight Hundred & sixty  
at the City of New York, to wit:  
at the County of Cook and State of  
Illinois, at the special instance and  
request of the said defendant, sold  
and delivered to the said defendant  
a quantity of Merchandise & dry  
goods, other than those in the first  
count above mentioned, of the value  
of one hundred & thirty one dollars  
& the said defendant in consideration  
thereof, afterwards to wit: on the 19<sup>th</sup>  
day of April A.D. 1860 at New York,  
to wit: at Cook County aforesaid,  
made his acceptance of & other prom-  
ise & agreement in writing to pay to  
the order of said plaintiffs, Copartners  
as aforesaid, by their firm name  
& style of Rushmore, Coper & Co the  
sum of Money & Exchange named  
in a certain order & request in  
writing, made & directed by the  
said plaintiffs by and under their  
firm name & style of Rushmore

order which said order and request & direction in writing was & is in the words & figures following, to wit:

"131 Dollars New York April 19<sup>th</sup> 1861  
"Fifteen days after date pay to  
"the order of ourselves One Hundred  
"thirty one dollars, value received,  
"with Exchange on New York and  
"charge to account of  
"Rushmore Case & Co  
"To Smith Hinman  
"Oberlin Ohio

And which said acceptance & promise & agreement in writing of said defendant was written across the face of the said order & request as aforesaid & was and is in the words and figures following, to wit:

"Accepted payable at the Banking  
"House of Saml Plumb Oberlin,  
"Ohio S D Hinman

By reason whereof the said defendant became liable to pay & being so liable, undertook and promised to pay to the said plaintiffs

Copartners as aforesaid, the said sum of money. To wit: the sum of one Hundred & thirty one dollars, together with the Current rate of Exchange on New York, mentioned in said agreement in writing, according to the tenor and effect of the said agreement in writing, yet the said Defendant, although often requested so to do, hath not paid to the said plaintiffs the said sum of money in the said agreement in writing mentioned, nor the said Exchange nor any part thereof & that the whole of said sum of money with interest since the date fixed therein for the payment of the same, & the Exchange on New York, is now justly due & owing by the said Defendant to the said plaintiffs, & the said plaintiffs aver that the Exchange on New York in the said order & request mentioned, at the time the sum therein mentioned became due & payable was and ever since has been one per cent & at that rate.

And whereas also afterwards, To wit: on the twenty ninth day of May, in the year of our Lord one

Thousand eight Hundred & sixty one  
at the City of New York, to wit:  
at the County of Cook & State of  
Illinois. the said defendant was  
indebted to the said plaintiffs,  
Copartners as aforesaid, in the  
further large sum of Money, to  
wit: the sum of Two thousand  
dollars, of lawful Money of the  
United States of America. for money  
before that time lent & advanced  
by the said plaintiffs to the said  
defendant, & at the special instance  
& request of the said defendant,  
and in the like sum for other  
Money by the said plaintiffs before  
that time paid laid out & expended,  
for the said defendant & at the like  
request of the said defendant,  
And in the like sum for other  
Money by the said defendant before  
that time had and received for  
the use of the said plaintiffs,  
And in the like sum for other  
Money before that time and then  
due and owing the said plaintiffs  
for interest upon & for the forbearance  
of divers other sums of Money before  
that time & then due & owing from  
said defendant to said plaintiffs

and being so indebted the said  
 defendant in consideration thereof,  
 afterwards, to wit: on the same day  
 and year, and at the place afore  
 said, undertook & then & there  
 faithfully promised the said plaintiff  
 will and truly to pay unto the said  
 plaintiffs the said several sums of  
 money in this Count mentioned,  
 when the said defendants should  
 be therunto afterwards requested.

And whereas also, the said defendants,  
 afterwards, to wit: on the same day  
 and year & at the place last  
 aforesaid, accounted with the  
 said plaintiffs of & concerning  
 divers other sums of money, before  
 that time due & owing from the  
 said defendant to the said plaintiffs  
 Copartners as aforesaid, & then &  
 there being in arrears & unpaid  
 & upon such accounting the  
 said defendant & then & there  
 was found to be in arrears &  
 indebted to the said plaintiffs  
 Copartners as aforesaid, in the  
 further large sum of money, to  
 wit: the sum of Two thousand  
 dollars of like lawful money as  
 aforesaid & being found in arrears

and indebted to the said plaintiffs,  
the said defendants, in Consideration  
thereof. afterwards. to wit: on the  
same day & year & at the place  
last aforesaid, undertook & then  
& there faithfully promised the  
said plaintiffs, as Copartners aforesaid  
will and truly pay unto  
the said plaintiffs the said sum  
of money last mentioned, when  
the said defendant should be  
thereunto afterwards requested.

And whereas also, afterwards,  
to wit: on the same day & year  
& at the place last aforesaid,  
the said defendant became and  
was indebted to the said plaintiffs  
as Copartners aforesaid, in a large  
sum of money, to wit: the sum  
of two thousand dollars of law-  
ful money, for divers goods,  
wares & Merchandize, by the said  
plaintiffs before that time sold &  
delivered to the said defendant &  
at the special instance & request  
of the said defendant & being  
so indebted to the said plaintiffs,  
the said defendant, in Consideration  
thereof, afterwards, to wit: on the  
day and year & at the place

last aforesaid, undertook, then & there faithfully promised the said plaintiffs, as Copartners aforesaid, well and truly to pay to the said plaintiff the said sum of money last mentioned, when the said defendant should be thereunto afterwards requested.

Nevertheless, the said defendant (although often requested &c.) has not yet paid the said several sums of money above mentioned, or any or either of them, or any part thereof, to the said plaintiffs, but to pay the same, or any part thereof to the said plaintiffs, the said defendant has hitherto altogether refused and still does refuse, to the damage of the said plaintiffs of Two thousand dollars and therefore the said Plaintiffs bring suit &c.

Enter Steub & Grant,  
Plffs attys.

Copy of Instruments sued on.

"\$3,354" New York April 19<sup>th</sup> 1861.

"Thirty days after date of this"  
"subscriber of Oberlin, County of"  
"Loraine State of Ohio, promise to"  
"pay to the order of Rushmore Co. & Co."  
"Three Hundred three <sup>54</sup>/<sub>100</sub> dollars"  
"at the Banking House of Saul"  
"Plumb Oberlin Ohio value received"  
"with the Current rate of Exchange"  
"on New York over 1/2 per cent." "  
"Sig) S. D. Nieman"

"\$131 <sup>00</sup>/<sub>100</sub>" New York April 19. 1861.  
"Fifteen days after date pay to the order"  
"of Rushmore Co. & Co. or ourselves"  
"One Hundred + thirty one <sup>00</sup>/<sub>100</sub> dollars"  
"value received with Exchange on New"  
"York. + Charge to account of Sig)" "  
"Rushmore Co. & Co."

"To Smith Nieman"  
"Oberlin Ohio."

Upon the face of which the following is  
written.

"Accepted payable at the office of"  
"Saul Plumb. Oberlin Ohio"  
"Sig) S. D. Nieman"

New York Dec 3<sup>rd</sup> 1861  
 "Mr. Smith & Ninman"

"Bought of Rushmore Lumber Co"

"509	1	Bal Scots No	1059	4'	46.80
	1	" fash Batts	100	12 <sup>2</sup>	12.50
	23	pecs Eagle Pts 913 <sup>3</sup>		6'	57.10
	2	Mer H.	80	8 <sup>3</sup>	7.00
	5	Madder	230	5 <sup>2</sup>	12.65
	1	Bale Berk Wudg	40	25	10.00
					176.04

Copy of Instrument declared upon.

New York  
 September 17<sup>th</sup> 1860

Mr. Smith & Ninman,

Bought of Rushmore Lumber Co

Terms C.M.

Qupteale,

3	Suffon Canton	110'	10	11.02
2	Naum	65'	12	7.83
1	Blea	33	12 <sup>v</sup>	4.12
1	Le Shone	47 <sup>v</sup>	10	4.75
1	Uuc Stripe	34	11	3.74
1	Naum	34 <sup>3</sup>	10	3.48
1	Kersey	22 <sup>v</sup>	19	4.27
1	—	31 <sup>3</sup>	22 <sup>v</sup>	7.14
2	Oak Lor	98 <sup>3</sup>	11	10.86
4	Wash	236	9 <sup>v</sup>	22.42
2	Blue	106'	10'	10.88
2	Col Dean	74 <sup>3</sup>	8 <sup>v</sup>	6.35
1	Hanken	31 <sup>v</sup>	14	4.41
1	Linsay	51 <sup>3</sup>	20	10.35
1	—	34'	16	5.48
1	Croaking	42	10	4.20
1	—	45	15	6.75
1	Red Flan	26 <sup>v</sup>	24	6.36
1	—	27	27	7.29
1	— twold	51 <sup>3</sup>	30	15.52
1	White	33 <sup>2</sup>	25	8.37
1	—	26	27	7.02
1	—	30	40	12.
1	—	25 <sup>3</sup>	45	11.54
1	+/+	25	37 <sup>v</sup>	9.38
1	—	25 <sup>2</sup>	59 <sup>v</sup>	14.67
3	Dwt blea	119 <sup>v</sup>	8	9.56
3	Ludlow	127 <sup>v</sup>	10	12.75
2	ppl	85	13 <sup>v</sup>	10.62
2.5	Crash	23 <sup>3</sup>	8	1.90

26	2	Crash	18 <sup>3</sup>	10 <sup>2</sup>	1.97
	3	Ying	112 <sup>3</sup>	10 <sup>2</sup>	11.83
	3	pt Mus	108 <sup>1</sup>	25	27.06
	3	Woolbed	24	85	8.40
	1	Plain	41 <sup>2</sup>	13	5.40
	2	—	82 <sup>2</sup>	18	14.85
	1	—	43	18	7.74
	2	pefc	66 <sup>3</sup>	18	12.02
	6	Um	195 <sup>2</sup>	17	33.23
	1	Al Sains	32 <sup>2</sup>	14	5.52
	1	Tax ped	38 <sup>1</sup>	22 <sup>2</sup>	8.60
	2	Red pd	90 <sup>3</sup>	8	7.26
	2	Spay	64 <sup>3</sup>	9 <sup>2</sup>	6.15
	2	pefc	84	9 <sup>2</sup>	7.69
	1	Hamm	34 <sup>2</sup>	9	3.37
	1	Allen	42 <sup>1</sup>	9 <sup>2</sup>	4.01
	1	Lu	38 <sup>3</sup>	9	3.49
	1	Gray Lott	25 <sup>3</sup>	75	19.31
	1	—	20	65	13.
	1	My Cass	31	75	23.56
	1	fcy	31	75	23.25
	1	—	23 <sup>1</sup>	75	17.44
	1	—	33 <sup>2</sup>	95	31.82
	1	ckk	16	42 <sup>2</sup>	11.60
	1	—	12 <sup>1</sup>	42 <sup>2</sup>	8.70
	2	FIM	40 <sup>1</sup>	28	19.67
	1	Pro Clo	6	250	15.
	1	Lilicua	43 <sup>3</sup>	10 <sup>2</sup>	4.80
	2	brill	55 <sup>2</sup>	10	5.55
	1	—	27	12	3.37

1	Prill <sup>c</sup>	27	14	3.78
1	—	27	17	4.59
1	—	27	18 <sup>3</sup>	5.06
1	—	16	20	3.20
1	—	20	20	4.
1	Vic Lawn	20	27 <sup>2</sup>	5.50
1	—	20	9	1.80
1	Ch Camb	20	12	2.40
1	—	20	16	3.20
1	—	16	20	3.20
1	—	20	27 <sup>2</sup>	5.50
1	Ch Camb	18	25	4.50
1	Dach	20	8	1.60
1	—	20	12 <sup>2</sup>	2.50
1	—	20	14	2.80
1	—	20	18 <sup>3</sup>	3.75
1	—	20	20	4.
1	—	20	25	5.
2	Drapery	24	14	3.36
2	—	24	16	3.84
2	—	24	25	6.
1	—	12	35	4.20
1	Fr. Dren	15 <sup>5/8</sup>	50	7.81
1	Corn Erg	18	11	1.98
1	—	15	22 <sup>2</sup>	3.37
1	—	18	25	4.50
1	—	6	25	1.50
1	—	6	30	1.80
1	—	9	32 <sup>2</sup>	2.93
23	Towlg	25	10	2.50

28

1	Towlg	27	42 <sup>v</sup>	11.48
1	—	26 <sup>v</sup>	34	9.00
1	—	27	52	14.04
1	San Evg	4	10	40
1	—	2	25	50
2	Doz Nap		1 <sup>25</sup>	2.50
2	—		1 <sup>25</sup>	3.50
2	—		2 <sup>2</sup>	4.50
1	Linew Co			1.25
1 1/2	—		137 <sup>v</sup>	1.25
1	Man Posom			1.75
1	Linew			1.
1	"			2.75
1	"			1.37
1	"			3.
2	L C Hefs		75	1.50
2	—		1	2.
2	—		112 <sup>v</sup>	2.25
2	—		1 <sup>25</sup>	2.50
2	—		1 <sup>00</sup>	3.
2	—		2	4.
1	Flu Linew			2.
1	—			2.50
1	—			3.00
2	—	2		4.
1	—			3.50
2	—		2.50	5.
1	Lawn Hfs			287
1	—			4.
2	Le Nap		115	2.10

1	Monum		5.25
3	Scot Seat	1	3.00
2	"	125	2.50
2	"	150	3.00
3	Wool Col	20 <sup>v</sup>	67
3	—	27 <sup>v</sup>	83
7	—	37 <sup>v</sup>	262
1	—		55
5	—	50	2.50
2	—	70	1.40
2	—	1	2.
4	bro Linen Cr	50	2.
4	8/10	88	3.20
4	10/12	83 <sup>v</sup>	3.50
2	blea	1	2.
2	8/4	125	2.50
2	8/16	162 <sup>v</sup>	3.25
2	French Shawls	6 <sup>25</sup>	12.50
	3 Cases 4 traps		5.50

891.86

And afterwards to wit. on the  
Eighth day of August. in the  
year last aforesaid. said day being  
one of the days of the August  
term said Court. the following  
among other proceedings were  
had. in said Court and entered  
of Record in said Cause. to wit:

Thomas L Rushmore  
John A. Cone. Pendleton  
G. S. Shaw. William A. Harding  
James A. Simpson William  
Johnson. George Corbin &  
Lyell P. Alsted.  
Smith L. Nieman

Attachment

This day  
comes the said Plaintiffs by Porter  
Stylo and Grant their attorneys. and  
file herein due proof of publication  
of notice to the said defendant. of  
the pendency of this suit in attach-  
ment. against him. and being three  
times solemnly called in open  
Court comes not nor does any  
person for him. but herein he makes  
default. which is on Motion ordered

to be taken, and is hereby entered  
of record. Wherefore the said  
plaintiffs ought to have and  
recover of and from the said defendant  
their damages sustained herein by  
reason of the premises, and the  
Court now here after hearing the  
allegations and proofs submitted  
by the said plaintiffs, and being  
fully advised in the premises,  
assesses their damages herein to the  
sum of Nine Hundred and sixty  
six dollars and fifteen Cents.  
Therefore it is considered that the  
said plaintiffs do have and recover  
of and from the said defendant,  
their damages of Nine Hundred  
and sixty six dollars and fifteen  
Cents in form aforesaid assessed,  
and also their Costs and Charges  
in this behalf expended and have  
Execution therefor against the property  
attached.

And afterwards to wit. on the tenth day of August in the year aforesaid. said day being one of the days of the August term of said Court. the following among other proceedings were had in said Cause and entered of Record in said Court. to wit!

Thomas L. Rushmore,

John W. Cone, Prudleton

J. De Law. William W.

Narding. James W.

Sizapton William Johnson

George Corbin and

Lyell T. Olmsted

Smith D. Hinman

attachment

This day again comes the said Plaintiffs by Porter Gule & Grant their Attorneys and thereupon comes Harvey B. Ward as attorney for the said defendant. and suggests to the Court to set aside the judgment heretofore entered in this case and to quash the writ for want of jurisdiction of this Court. and the Court being fully advised

in the premises sustains the Motion. And it is ordered that the judgment heretofore entered in this cause against the said defendant be and is hereby set aside. with leave to said plaintiff to move to have the same re-stated.

And afterwards to wit: on the same day and year aforesaid the plaintiff by their attorneys filed in the office of the Clerk aforesaid a Certain Motion in the words and figures following to wit.

State of Illinois. Superior Court  
of Chicago  
Of the August Term A.D. 1861.

Thomas L. Rushmore et al.

Smith & Hinman

Attachment for 96<sup>15</sup>  
and issued May 31<sup>st</sup> 1861

And now comes the said plaintiff by their said attorneys Porter & State & Hunt.

and move the Court to reinstate the above entitled cause as it was before the decision made by this Court therein on the tenth day of August A.D. 1861 ordering the judgment entered therein to be set aside, and to vacate the said order setting aside the said judgment.

This motion is made in pursuance of the leave granted in, and made part of the order aforesaid

Porter Stutz & Grant,  
Attorneys for Plaintiffs.

Aug 10<sup>th</sup> 1861.

And on the same day and year aforesaid, there was filed in the office of the clerk aforesaid a certain notice, which said notice and the endorsement thereon are in the words and figures following, to wit:

Superior Court of Chicago  
Aug Term A.D. 1861

Thomas L. Rushmore  
Smith & Hinman }  
etal }

No 1277

No 1350

James

James

}

Messrs Porter Stule & Grant. attys for Defts.

Please take Notice that on the opening of Court tomorrow morning I shall move the Court to set aside the judgments entered in these causes & that the said suits be dismissed for want of Jurisdiction in the said Court to give judgment therein & for other reasons.

A P Ward

who appears Amicus Curia

Chicago Aug 9th 1861.

Indice of this paper accepted Aug 9th 1861  
Porter Stule & Grant.

And afterwards to wit: on the twenty third day of December. in the year aforesaid. said day being one of the days of the December term of said Court. the following among other proceedings were had in said cause and entered of Record in said Court. to wit.

Thomas L. Rushmore,  
 John W. Cone, Suddleton  
 Gale Gray, William W  
 Harding, James W  
 Simpson, William Johnson,  
 George Corbin & Lyell P  
 Cluett & Co

Smith & <sup>or</sup> Newman attachment

This day comes  
 said plaintiffs by Porter Steets &  
 Grant their attorneys and the said  
 defendant by W B Ward his attorney  
 also comes and the cause coming  
 on to be heard upon the motion  
 of the said plaintiffs to set aside  
 the order vacating the judgment  
 entered in this cause on the eighth  
 day of August last past, and for  
 an order affirming the judgment  
 rendered as aforesaid, and Counsel  
 being heard and the Court being fully  
 advised in the premises is of the  
 opinion that the plaintiffs said motion  
 should be sustained, the motion to  
 vacate said order is therefore sustained  
 and it is ordered by the Court that  
 the order heretofore entered herein  
 on the tenth day of August last

past. vacating the judgment entered  
in this cause be and is hereby  
set aside and vacated, and that  
the judgment entered herein as  
aforesaid be affirmed and stand  
as originally entered of record.  
And thereupon said defendant enters  
his Exceptions to the ruling of the  
Court, in overruling the said Motion  
to set aside said judgment and  
in setting aside the order vacating  
the same.

And afterwards to wit, on the  
twenty first day of January in the  
year of our Lord One thousand eight  
Hundred and Sixty two, a certain  
stipulation in the words and  
figures following, to wit:

Superior Court of Chicago  
Thomas E. Rushmore vs  
Smith & Hinman

It is hereby  
stipulated that the deposition in  
this case may be omitted  
from the record in this cause  
to be made for the Supreme  
Court. the questions not arising  
on the failure of plea of indebtedness

It is further stipulated that the proof of indebtedness is sufficient to authorize the judgment, if the Court if the Court had jurisdiction to render the same.

N B Mord.

Plffs atty.

Porter & Steele  
Attys for Plffs

State of Illinois }  
County of Cook } Sd.

I Thomas B Carter Clerk of the Superior Court of Chicago. in and for said County, do hereby certify that the foregoing is a full, true and complete transcript of all the pleadings on file in my office, and of all orders and judgment entered of record in said Court, in the case wherein Rushmore & Co<sup>rs</sup> are plaintiffs and Smith & Hummer defendants.

In testimony whereof I hereunto subscribe my name, and affix the seal of said Court, at the City of Chicago in said County, this first day of February A.D. 1862.

Thomas B Carter Clerk



Smith D Human  
vs  
Thomas S Reshman,  
John A Conno, Reudletins  
H. D. Brad, William A  
Harding, James A Simpson  
William Johnson George Corbin  
& Lyell S. Olmsted

Supreme Court of Illinois  
April Term 1862

Error.

And now comes the said Smith  
D Human plaintiff in error and says  
there is manifest error in the foregoing record  
proceedings & judgment in this

That the Superior Court of Chicago  
had not any jurisdiction to enter the  
aforesaid judgment and that the said  
plaintiff is ready to maintain & stand  
wherefrom he prays judgment that the  
said judgment be reversed and the  
said cause be dismissed

J. B. Hunt  
Atty for Pff in Error

And now come the said defendants in error by their  
Attorney, H. S. Steele, and say that there is no error in  
the said record & proceedings & judgment in said cause.

H. S. Steele. Atty for Defs in Error

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Smith D. Heman

W

Reskewon et al.

Filed April 22, 1862

L. Deland  
Clerk

\$ 6.  $\frac{50}{100}$  Paid  
J. B. Carter  
Clerk

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1862.

ABSTRACT.

SMITH D. HINMAN, Plaintiff,

*vs.*

THOMAS L. RUSHMORE,

JOHN A. CONE,

PENDLETON G. DE GRAW,

WM. A. HARDING,

JAMES A. TIMPSON,

WILLIAM JOHNSON,

GEORGE CORBIN, and

LYELL D. OLMSTED,

Defendants.

Error to Superior Court of  
Chicago.

5 This is an attachment in favor of Rushmore *et al.*, against Hin-  
6 mon, all non-residents, sued out of the Superior Court of Chicago,  
31st May, A. D. 1861. Two writs were issued at the same time,  
7 one to the sheriff of Cook county, and the other to the sheriff of  
10 Livingston county. The one to the sheriff of Cook county, was  
returned on the ~~first~~<sup>9th</sup> of June, 1861, "no property found;" the one  
to Livingston county was returned. "levied on real estate."

32 The plaintiffs took judgment on the 8th day of August, 1861,  
for \$966 15. On the 10th day of August, 1861, defendant moved  
to set aside the judgment, and quash the writ for want of jurisdic-  
tion. The Court set aside the judgment, with leave to move for  
judgment; and final judgment was, on the 23d day of ~~September~~<sup>December</sup>,  
1861, entered, to which the defendant, Hinmon, excepted.

ERROR.

The Court has no jurisdiction.

H. B. HURD,  
*Plaintiff's Attorney.*

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Superior Court

Smith D. Hinman  
Plaintiff

vs.

Thomas L. Rushmore et al  
Defendants

Abstract  
"

Filed April 22-1862

L. Gorland  
Clerk