

No. 12937

Supreme Court of Illinois

Union Line Transportation Co

vs.

Blanchard

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State of Illinois }
LaSalle County } 11

Deas, Proceedings and
Judgment held and taken in and before the
LaSalle County Court in the state of Illinois
at the Court House in Ottawa in said County
of La Salle, of September Term thereof to wit
on the sixth day of September A.D. 1858 and of
the Independence of the United States of
America the eighty third.

Present. Hon John C. Champlin Judge
Philis Lindley Clerk
Eri L Waterman Sheriff

Be it remembered that heretofore to wit on
the twenty first day of August 1858 Alfred
Dean and Marvin Blanchard Assignees of
Wesley Baldwin, by Strain Jenkins and
Blanchard their attorneys filed their petition
in the words and figures following to wit

County Court, September Term A.D. 1858

Alfred Dean &

Marvin Blanchard, Assignees &

vs
The Union Line Transportation
Company

Accompit

Damages \$ 300

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Please issue as above. oblige
Yours truly.

LaSalle Aug 19, 1858. Jenkins & Blanchard
Clk Attys

And thereupon on the twenty first day of August 1858 a summons was issued out of the Clerks office of said LaSalle County Court in the words and figures following to wit-

The People of the State of Illinois

To the Sheriff of our County of LaSalle Greeting
We command you That you Summon-

The Union Line Transportation Company, if they shall be found in your County, personally to be and appear in our LaSalle County Court before our Judge thereof, on the first day of the next term of said Court to be held at the Court House in Ottawa, on the first Monday in September next at ten o'clock in the forenoon, then and there to answer unto Alfred Dean & Marvin Blanchard Assignees of Herman Baldwin in a plea of assumpsit to their damage of Five Hundred dollars And have you then and there this writ, and the manner in which you shall

Page 3 have executed the same.

Seal

In Witness whereof. We have
caused the Seal of our said
Court to be hereto affixed and
attested by Philo Lindley our
Clerk thereof, at Akawa this
21 day of Aug 1858.

Philo Lindley Clerk
E. L. Herrick Dep't.

Which summons was returned served on the
twenty sixth day of August 1858 with the
following endorsement thereon to-wit:
"Executed the within writ by reading it
"to Charles Hernton. Agent of the Union
"Line Transportation Co, and delivering
"copy of sum. to him"
"Aug 26. 1858

Eri L. Waterman Shff
for W. B. Chapman's Dep't

" Ser & Ret - .60

" Copy .50

" 15 miles .75 - \$1.85"

Afterwards to wit on the twenty first day
of August 1858. a declaration was filed with
the Clerk of said Court in the words and
figures following-

Page 4- County Court
Of the September Term A.D. 1858
State of Illinois }
La Salle County } ss.

Alfred Dean and Mar-
vin Blanchard, Assignees of Herman
Baldwin Plaintiffs in this suit, by Jenkins
& Blanchard their Attorneys complain of
The Union Line Transportation Company
Defendant who was summoned &c in a
plea of trespass on the case on promises:
For that whereas the said Defendant hereto-
fore to wit, on the fourteenth day of May
in the year of our Lord One Thousand
Eight Hundred and fifty Eight at
Chicago by L.C. Campbell Secretary of
said Company to wit, at La Salle in said
County of La Salle made its certain promiss-
ory Note, and then and there delivered
the same to said Plaintiffs, in and by
which said note said Defendant, by the
name, style and description of the Union Line
Transportation Company promised to pay to the
order of said Plaintiffs by the name style and
description of Dean & Blanchard Assignees
the sum of Two Hundred Dollars sixty
days after the date thereof (which period has
now elapsed) with interest thereon at

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the rate of ten per cent per annum, for value received. By means whereof, and by force of the statute in such case made and provided, the said Defendant became liable to pay said Plaintiffs said sum of money mentioned in said note, and being so liable, in consideration thereof, then and there undertook and promised to pay the same to the said Plaintiff according to the tenor and effect, true intent and meaning of the said note, to wit, at the place aforesaid,

And whereas, also; the said Defendant, afterwards to wit, on the fourteenth day of May in the year of our Lord One Thousand Eight hundred and fifty eight to, wit, at La Salle in said County, became and was indebted unto the Plaintiffs in a large sum of money, to wit the sum of five hundred dollars dollars, for money before that time lent and advanced to, and paid, laid out and expended for said Defendant by said Plaintiffs at said Defendant request; and for money before that time had and received by said Defendant to and for the use of said Plaintiffs; and also in like sum for goods wares and merchandise, before that time sold and delivered by said Plaintiffs to said Defendant

Page 5. — at like special instance and request, and also in like sum for the labor, care and diligence of said Plaintiffs before that time done and performed by said Plaintiffs for said defendant, and at 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 Plaintiffs said last mentioned sum of money, when thereunto afterwards requested.

(Yet the said Defendant, not regarding his said promises and undertakings, but contriving &c., although often requested to do, has not paid said Plaintiffs 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 Plaintiffs of five hundred dollars, dollars and therefore they bring this suit &c

By

Denkins & Blanchard
their Attys

Copy of instrument and account sued upon.

\$2000

Chicago 14 May 1858.

Sixty days after date the Union Line Trans.

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potation Company promise to pay
Messrs. Dean & Blanchard Assignees
Two Hundred Dollars with interest at
ten per cent per annum value recd.

J. C. Campbell
Secy.

Union Line Transportation Co.

To Dean & Blanchard Dr

To money lent and advanced	\$ 500
To money expended and paid out for	\$ 500
To money received for use of	\$ 500
To Goods Wares and Merchandise	\$ 500
To labor and services	\$ 500
To balance on account stated	\$ 500.

And afterwards to wit on the eighth day
September 1858 the said Defendant by D. S.
Hough its Attorney filed a plea herein in
the words and figures following to wit.

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Alfred Dean &
Marvin Blanchard
Assignees

vs

The Union Line
Transportation Company

LaSalle County Court
September Term AD 1858

And now comes the said
defendant by D. L. Hough its attorney &
defends the wrong & injury when &c. and
say that it did not assume & promise in
manner & form as the said plaintiff has
above thereof declared against it, & of this
it puts itself upon the country -

D. L. Hough
defts Atty.

Afterwards to wit ^{on the} ~~which~~ day of September 1858
the same being one of the days of the September
Term of said Court for 1858. the following
proceedings were had and entered of
record in the words and figures following
to wit:

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Alfred Dean & Marvin
Blanchard. Assignees of
Herman Baldwin

September 9th 1858

vs
The Union Line Trans-
portation Company

Assumpsit

This day came the said Plaintiffs by Jenkins & Blanchard their Attorneys and the said Defendant, being three times solemnly called, come not nor anyone for it, but make default herein. And it appearing to the Court that the defendant was duly served with process ten days before the first day of the present term of this Court. It is therefore considered and ordered by the Court that said Plaintiffs have judgment by default against the said Defendant for their damages herein.

And it appearing that this suit is brought upon an instrument of writing for the payment of money only, it is ordered by the Court that the Clerk assess compute and report the said damages.

Whereupon the Clerk proceeded to make the assessment and computation aforesaid, and reported to the Court the sum of (\$200.38) Two Hundred and Six ³⁸/₁₀₀ Dollars as the amount of the Plaintiffs

Page 10. - damages herein, which assessment and computation upon examination by the Court appearing to be just and correct is by the Court approved and allowed.

It is therefore considered and ordered by the Court that the said Plaintiffs have and recover of the said Defendant the said sum (\$206.38) Two hundred and six ³⁸/₁₀₀ Dollars, being the amount of the damages assessed and computed as aforesaid, together with their costs and charges herein expended, and that they have execution therefor against the said Defendant.

State of Missouri

James Connelley, J. Philip Linn, Clerk of
the County Court of said
County, do certify that the foregoing
is a true full and complete copy of all
the proceedings in said case as
the same appear ^{record} of on file in my office
& I further certify that execution issued
thereon Oct 13. 1858

In Testimony whereof I have
signed at my hand & the seal of
said Court this 20th day of November
1858
J. Connelley, Clerk

The Union Fine & State of Illinois
 Transportation Company } Supreme Court 3^d
 & } Grand Division
 Alfred Dean and } Court to Sabatte
 Maria Blanchard } County Court
 Assigned to

And now comes
 the said plaintiff in error, by D. S. Hough
 its attorney, & says that in the record
 & proceedings aforesaid & in giving the judgment
 aforesaid, there is manifest error in that
 that the said Sabatte County Court rendered
 a judgment by default against said plaintiff
 in error when there was a plea on file in
 said Court. And the said plaintiff in error
 prays that said judgment for the error
 aforesaid, & for other errors in the said record
 & proceedings being may be reversed, annulled
 set aside, & held for a new trial.

D. S. Hough
 Atty for Plff in Error

Let Supersedeas issue on this record Bond
 four hundred dollars. David S. Hough
 Surety

Jan'y 20th

J. D. Catron

Alfred Newell
28 114

Union Line Transportation Co

Transcript &
Assignment of errors

Filed January 25, 1859

L. Deland
Clerk

Costs \$2.85

STATE OF ILLINOIS, } ss. The People of the State of Illinois,
SUPREME COURT,

To the Sheriff of the County of *La Salle*

Greeting:

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the *County* Court of *La Salle* County, before the Judge thereof, between *Alfred Dean & Marvin Blanchard assignees of Herman Baldwin* plaintiff, and *The Union Line Transportation Company.*

defendant, it is said that manifest error hath intervened, to the injury of the said *Union Line Transportation Company*

as we are informed by *the* complaint of said *Company* the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; Therefore, We Command You, That by good and lawful men of your County, you give notice to the said *Alfred Dean and Marvin Blanchard*

that *they* be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the records and proceedings aforesaid, and the errors assigned, if *they* shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then, there the names of those by whom you shall give the said *Alfred Dean & Marvin Blanchard* notice, together with this writ.

Witness, The Hon. JOHN D. CATON, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *25th* day of *January* in the Year of Our Lord One Thousand Eight Hundred and Fifty-nine.

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

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The Union Line Trans-
portation Company

vs
Alfred Dean & Co
assignees of Herman ~~Baldwin~~
Baldwin.

Sci. facias

Filed Apl. 19. 1859
L. Leland Clk.

Executed this writ by
Reading the same to
Marvin Blanchard
February 8th 1859
Colonel Alfred ^{by remission} ~~Deth~~ ^{Warner} ~~Deth~~
this writ to him
22 1859 J. Warner Shiff
Per W B Hall Dpy

Sum 100

300 150

Filed April 16. 1859

L. Leland
Clk

STATE OF ILLINOIS,
SUPREME COURT,

To the Clerk of the County

} ss. The People of the State of Illinois,

Court for the County of La Salle Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the County Court of La Salle County, before the Judge thereof, between Alfred Dean & Marvin Blanchard assignees of Herman Baldwin.

plaintiffs and The Union Line Transportation Company.

defendant, it is said manifest error hath intervened, to the injury of the aforesaid Union Line Transportation Company.

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

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 25th day of January in the Year of Our Lord one thousand eight hundred and fifty-nine.

L. Deland

Clerk of the Supreme Court,

J. B. Rice Deputy

32 1143
The Union Line Trans-
portation Company
vs

Alfred Dean et al
assignees of Herman Baldwin

Writ of Error

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

L. Leland Clerk
by J. B. Rice Deputy

Filed January 25th 1838
L. Leland Clerk

Know all men by these presents that we
the Union Line Transportation Company as principal and
David. L. Wright, as security, are held & firmly bound
unto Alfred Dean & Marvin Blanchard, assignees &c, in
the penal sum of Two Hundred dollars, lawful money
of the United States, for the payment of which well & truly to
be made we bind ourselves, our heirs executors and
administrators, jointly, severally & jointly by these presents

In witness whereof John P. Chapin, the President of said
Company has hereunto set his hand & affixed the Corporate
Seal of said Company, & the said Wright has hereunto
set his hand & seal this 21st day of January AD 1859

The condition of the above obligation is such that
whereas the above named Alfred Dean & Marvin Blanchard
assignees &c, did, at the September Term AD 1858, of the
County Court held in & for the County of LaSalle in the
State of Illinois, receive a judgment against the above
bonded Union Line Transportation Company for the sum
of Two Hundred & Six dollars & Thirty Six cents & costs of
suit, to reverse which said judgment the said Union
Line Transportation Company has since sent a writ of
error from the Supreme Court within & for the Third Grant Division
of said State. Now if the said Union Line Transportation Company
shall duly present to said writ of error, & pay or cause to be paid, all
judgments, costs, interest & damages which said Supreme Court shall
adjudge against said Union Line Transportation Company, & abide the

order & judgment of said Supreme Court in that behalf, then that
obligation to be void, otherwise to remain in full force & effect.

The Union Line Transportation Company
by John P. Chapin President
David. L. Wright Seal

52 114
Miss Lincolnton Company
of
Dean & Blanchard

— " —

Superior Bond

— " —

Filed January 25, 1859
L. Leland
Clerk