

No. 12814

Supreme Court of Illinois

Ramsey.

vs.

Hunt.

271

Silas Hamner

us

William G. Hunt

Hamner

Hunt

128/4

1881

271
Stas Ramsay
William Fepm

27
William G. Hunt

Record

Filed April 21, 1889
Leland
Clerk

Aspd. Clerk
Richmond.

1
Hears before the Circuit Court of March,
all County in the State of Illinois at a
Term thereof began and held at the Court
House in the City of Lacon in said County
on Monday the fourth day of October in the
year of our Lord one thousand eight hun-
dred and fifty Eight. Present, the Hon
Mr. Ballou Judge of the 23^d Judicial Cir-
cuit in the State of Illinois presiding.
W. Stipp States attorney for said
Circuit. Henry L. Crane Sheriff
Marshall County & James Weirath
of said Circuit Court."

Remembered that on the 21st day of August A.D. 1858 a summons
issued out of said Circuit Court in suit of Wilson G Hunt et al
vs William Tenn et al which summons is in words and figures as
follows to wit:

Summons

"The People of the State of Ill.
To the Sheriff of Marshall Co. - Greeting:
We command you to summon William Tenn
et al to appear before our Circuit
Court on the first day of the next term of the
Court to be held at Lacon, within and for
the said County of Marshall on the first
Monday of October next (A.D. 1858) then
and there in our said Court to answer

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Milton J. Hunt, Nathaniel Sullivan, Peter H.
Randolph, William A. Budd, John H. Walsted
& William H. Brewster in a plea of acquittal
in damages at the sum of One thousand Dollars
and they say. Sheriff fail to do and make
return of your doings hereon.



Witness, James M. Clerk
of our said Court the
seal thereof at this
twenty first day of August
in the year of our Lords one thousand eight
hundred and fifty eight

James M. Clerk

Sheriff's return

I have served this writ by reading the
the within named Elias Ramsey
the 10th day of September A. D.
the within commanded.

H. L. Crane

Sheriff of Marshall Co. Ill.

I cannot find the within named Elias Ramsey
Living, Ill. Sept 28th A. D. 1858

H. L. Crane

Sheriff of Marshall Co. Ill.

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And on the day and year last aforesaid to wit: on the 21st day of August A.D. 1858 a declaration was filed in Said Cause which declaration is as follows to wit:

in "State of Illinois } In the Circuit Court
 Marshall County (Ill.) } To the October Term A.D. 1858

Wilson G. Hunt Nathan
Peter F. Randolph, William A.
John F. Heald & William W. Breaker
do hereby trading under the name & firm of
G. Hunt & Co. Complain of William
H. Ramsey of a plea of Trespass
on premises - To that whereas
the defendants heretofore, to wit on the
12th day of June A.D. 1857 (Eighteen Hundred
& fifty seven) at Lacon Illinois in said
Marshall County made the in person
writing bearing date certain
year therein mentioned to wit, the
year aforesaid and thereby then & there
to pay of the Citizens Bank New
York meaning thereby at the Citizens Bank
in the City & State of New York One year
after the date thereof to one Jonathan T. Fox,
Chee, or order, the sum of seven hundred &

Ninety two Dollars (92⁰⁰ &) with interest at
 the rate of six per cent per annum from date
 of value received, and then and there del-
 ivered the said promissory Note to the said
 Jonathan S. Tancher and the said Jonathan
 Tancher to whom or to whose order the
 payment of the said sum of Money in the
 said promissory Note specified was to be
 made, after the making of the said promiss-
 ory Note, and before the payment of the said
 sum of money therein specified, to wit: on
 the day & year aforesaid, at Marshall Court,
 by the name & style J. S.
 do hereby indorse the said promissory
 Note by which said indorsement to the
 said Jonathan S. Tancher then and there
 made and appointed the said sum of
 money in the said promissory Note spec-
 ified to be paid to One Linin Adams and
 there delivered the said promissory
 Note so indorsed to the said Linin Adams
 and the said Linin Adams
 to whom or to whose order the payment of
 the said sum of money in the said prom-
 issory Note specified was by the said ind-
 orsement directed to be made after the
 making of the said promissory Note and
 before the payment of the said sum of
 money therein specified to wit on the day

11.11.1871

5 year aforesaid of Marshall County aforesaid
said indorsed the said promissory Note
by which said ^{mentioned} ~~last~~ indorsement he the
said Jonathan T. Fancher then & there ordered
& appointed the said sum of money in the
said promissory note specified to be paid
to the said plaintiffs and then and there
delivered the said promissory Note to the
said plaintiffs and the said plaintiffs over
thereafterwards, and when the said note
was due and payable according to the
effect thereof the said promissory
Note was duly presented and shown for
payment thereof at the Artisans Bank and
the said sum of Money therein
was then and there duly required
according to the tenor & effect of the said
promissory Note. But that neither the said
Artisans Bank, nor the said defendants
nor any other person or person on behalf
of the said defendants did or would at
the said time when the said promissory
Note was so presented and shown for pay-
ment thereof as aforesaid or at any other time
before or afterwards, pay the said sum of
money therein specified or any part thereof
but wholly neglected and refused so to do,
of all which said several premises the said

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defendants afterwards to wit. on the day & year
last aforesaid of Marshall County aforesaid
had notice by means whereof. and by force of
the Statute in such case made and provided
that the said defendants then & there became lia-
ble to pay to the said plaintiffs the said
sum of money in the said promissory Note
specified when they the said defendants should
be thereunto afterwards requested together
with interest & the current exchange
on the City of New York then and being so
high they the said defendants in consid-
eration thereof afterwards to wit. on the day
aforesaid at Marshall County
undertook and then & there
actually promised the said plaintiffs to
pay to the said plaintiffs the said sum of money & interest in
the said promissory Note specified and said
when they the said defendants should
be thereunto afterwards requested. And
for that whereas the said defendants here-
tofore to wit. on the 12th day of June A.D. 1857
(Eighteen Hundred and Fifty seven) at Lacon
Illinois to wit. at said Marshall County
made their other certain promissory Note
in writing bearing date a certain day & year
therein mentioned to wit. the day and
year aforesaid and thereby then & there

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promised to pay, at the Artisans Bank
New York meaning thereby at the Artisans Bank
in the City and State of New York One
year after the date thereof to one Jonathan T
Fancher, or order, the sum of Seven Hundred
& thirty two dollars (792⁰⁰ \$) with interest at
the rate of six per cent per annum from
date for value received And then & there
delivered the said promissory note to the
said Jonathan T. Fancher and the said
Fancher, to whom or to whose order
the payment of the said sum of Money in
the said promissory note specified was to
be made, after the making of the said
note in the State and before the payment
of the sum of money therein specified,
on the day & year aforesaid at
County aforesaid by the name &
style of J. T. Fancher, indorsed the said
promissory Note by which indorsement,
in the said Jonathan T. Fancher, then
& there ordered and appointed the said
sum of money in the said promissory Note
to be paid to one Linn Adams
and then and there delivered the said
promissory Note so indorsed to the said
Linn Adams, and the said Linn Adams
to whom or to whose order the payment
of the said sum of money in the said

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promissory Note specified was by the said
indorsement directed to be made, after the
making of the said promissory Note and be-
fore the payment of the said sum of money
therein specified to wit. on the day & year
aforesaid at Marshall County aforesaid
the said promissory Note by
which said last mentioned assignment
he the said Jim Adams there or
"deed & appointed the said sum of money
in the said promissory note specified to
be paid to the said plaintiffs and then
transferred the said promissory note
to the said plaintiffs, by means whereof
by force of the Statute in such case
made and provided the said defendants
there became liable to pay to
the said plaintiffs the said sum of money
in the said promissory Note specified toge-
ther with Interest and the Current rate of
Exchange on the City of New York thereon
When they the said defendants should be
^{required and being so liable they the said defendants in consideration thereof afterwards}
thereunto afterwards, to wit. on the day &
year last aforesaid at Marshall County
aforesaid undertook and then & there forth
fully promised the said plaintiffs to pay
them the said sum of money and interest
in the said promissory Note specified &

said Exchange, when they the said depend-
 ants should be thereunto afterwards requir-
 ed. And Whereas also the said depend-
 ants afterwards to wit on the 19th day of
 August A. D. 1858. to wit at Laramie in Meade
 Hall County aforesaid became and were
 indebted to the plaintiffs in the further
 sum of \$1000⁰⁰ for money before that

time advanced to, and paid, laid
 out and expended for said defendants by
 the plaintiffs at said defendants request
 for money before that time made and
 advanced by said defendants to and for
 the use of said plaintiffs and also in the
 purchase of goods wares & Merchandise
 at that time sold & delivered by said
 plaintiffs to said defendants at like special
 instance and request; and also in the like
 sum for the labor, care and expence of
 said plaintiffs before that time & per-
 formed by said plaintiffs for said defend-
 ants and at like instance & request of
 said defendants. and in the further sum
 of \$1000⁰⁰ for money due by the said defend-
 ants to the said plaintiffs upon an accon-
 t then & there made and stated between
 them - and being so indebted said defo-
 dants, in consideration thereof then &

Here undertook & promised to pay said
 plaintiffs said last mentioned sum of
 money when thereunto afterwards requested
 Yet the said defendants not regarding
 their said promises & undertakings but
 continuing to do so although often requested
 do have not paid said plaintiffs
 sum of said sum of money any part
 thereof, but so to do have to wholly
 neglected and refused, and do neg-
 lect and refuse, to the damage of said
 plaintiff of \$1000. and therefore they bring

Jonathan K. Cooper -
 Atty for p. pps. =

Lacon Ill June 12th 1857

Year after date we promise to
 pay the order of Jonathan T. Fancher
 one hundred & thirty two Dollars at the
 Citizens Bank New York Value Received
 with Six per cent interest.

Wm Tenn

Silas Ramsey

Indorsed

J. T. Fancher

"Linn Adams"

On the back of which declaration is the following indorsement

"Filed August 21, 1858 James Nescott clerk"

And afterwards to wit on the 6th day of October AD 1858 the following Plea & Stipulation was filed in said Cause to wit:

Plea and Stipulation
 "Milton G. Hunt
 et al
 vs.
 Silas Ramsey
 Wm Tenn

Accomplices

And now comes the
 and defende the wrong and
 and for plea say that
 when they did not assume
 in manner and form as the
 above thereof declared agn,
 of this they put themselves
 Country to

do likewise }
 Cooper for plffs } Death for Defts

It is agreed that in this under the
 plea of the General issue as pleaded
 all matters may be tried and given in
 which would be proper matters
 of al and evidence under any special
 pleas properly pleaded

Death for Defts
 Cooper for plffs.

Indorsed "Filed October 6th 1858 James Nesbitt Clerk"

And afterwards to wit: on the 7th day of October A.D. 1858. an affidavit for continuance was filed in said Court in said Cause to wit:

Affidavit for Continuance	J. Hunt et al vs. William Fenn et al.	} Octo Term Marshall Cl. Cl. 1858 The ... in Premises
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Silas Ramsey one of the Defendants in the above entitled cause being first duly sworn, deposes and says that the said Defendants cannot go to trial in this cause at this time on account of the absence of material testimony affirms that the promissory note in his Declaration mentioned is believed fraudulently obtained by the said Jonathan T. Fancher for that the said Jonathan T. Fancher represented himself to be the owner of certain tracts of lands to wit: The South West quarter of section 25 in Township 13 North Range 8 East and the South West quarter of section 4 Township 12 North Range 8 East both of the 4th principal meridian and both in Marshall

County Illinois and that said note was given in part payment for the purchase money for said Land, and affiant says that he verily believes that the said Sanchez had not then nor at any time since any perfect title to the said land or any part thereof, which fact affiant believes he will be prepared to prove by the next term of this Court.

And further states that he believes that John Adams received the said note from said Sanchez with a knowledge of the facts of the consideration for said note was given, and that Affiant received the note of the Adams with the like knowledge of the facts and before the said note became due, said Affiant states that he expects to be able to prove the above allegations or facts by the next term of the Court, that he expects to procure evidence from some person or persons of the State of New York to affirm and unknown and that he knows of no witnesses by whom he can prove said facts at present that the writ or summons in this cause was not served on this affiant until the 15th day of September last past and

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that there has not been sufficient time
hitherto to procure such testimony for
the present Term of this Court. that this
affidavit is not made for delay but that
justice may be done and that the said
Deeds were made and delivered to said
Tennant a Warranty Deeds for the
said Lands and that he made ex-
ecuted and delivered to said Tennant
his certain writing the substance of which
was that the said Faucher guaranteed
said Depts that he had a perfect
title to the said Lands and that if the said
Depts should commence suits that said
Faucher would furnish all the title pa-
pers and a straight and perfect title
and to give the names of all witnesses
to substantiate all the Deeds and
that said Tennant on the trial of said
causes would & should recover posses-
sion of said Lands. that in pursuance
of said agreement and said Deeds
there was a suit in ejectment commen-
ced in the Circuit Court of Marshall
County to recover the possession of said
tracts of Lands from the persons in pos-
session which suits are yet pending

and in determined that the said Tancher
 was to have informed this affiant who were
 the witnesses and where they resided and
 send deeds to substantiate his said title
 and that he had not yet been furnished
 the names of all said witnesses nor has
 he furnished the deeds so as to try said
 causes, and affiant believes he cannot
 proceed to the trial of this Cause
 until said Ejectment suits are disposed
 of and affiant believes that said Eject-
 ment suits will be tried at the next term
 of said Court.

Witness my hand and seal this 7th day
 of October 1857

James Meccatt Clerk

And on the day and year last aforesaid to wit on the 7th day of October 1857 a Note was filed
 in said Cause in said Court to exhibit the following in copy:

"\$492.00"

Lacon N.H. June 12 1857

One Year after date we promise to
 the order of Jonathan V. Tancher
 One Hundred & Ninety two Dollars at the
 Antirens Bank New York Value received
 with six per cent. interest

Endorsed

"J. V. Tancher"

per Claims

"Hm" Jean

Silas Ramsey "

And afterwards to wit on the 7th day of October A.D. 1858 the same being one of the days of the Term as aforesaid and the court being then judicially sitting the following proceedings were had and entered of record to wit:

Thursday October 7th A.D. 1858

Trial judgment. Nelson G. Hunt, Nathaniel Sullivan

+ Appeal John C. Randolph William W. Bush

John F. Walsted & William H. B.

Assumpst

vs.

William Fenn & Silas Ramsey

This day

came the defendants by Pratt their attorney and made a motion accompanied by an affidavit to continue this cause and after argument of counsel the Court, being now fully advised in the premises doth order that said motion to continue be and the same is hereby overruled, and now this cause coming on to be heard and tried and the parties waived a jury and agreed that all matters both of Law and fact arising in this cause be tried by the Court. And the Court after hearing the Evidence and being now fully advised in the premises do find that the defendants did accuse and promise in manner

and do find that the plaintiffs have sustained damages to the sum of Eight hundred and fifty four dollars and sixty five cents by reason of the premises. Therefore it is considered by the Court that the said Wilson G. Hunt Nathan Sulli, John F. Randolph William A. Budd John S. Halsted & William T. Brokaw have and recover of the said William Feun & William Feun the said sum of Eight hundred and fifty four Dollars and sixty five cents their damages aforesaid together with their costs in this behalf expended and it is ordered that they have execution therefor. Whereupon came the defendants by their attorney and moved an appeal to the supreme Court of this State which appeal is allowed upon the defendants filing a Bond in the sum of twelve hundred dollars conditioned according to Law with Eras N. Robbins as security in forty days.

And afterwards to wit on the fifteenth day of November A.D. 1858. an appeal Bond was filed in said cause which is in words and figures as

Affidavit Bonds

Know all men by these presents that we
 Elias Ramsey William Fenn and Enos
 V. Perkins are held and firmly bound
 unto Nelson G. Hunt Nathan Sullivan
 Peter F. Randolph Wm A. Budd John
 F. Sealstead and William V. Brokaw in
 the penal sum of Twelve hundred dollars
 "as for the payment of which well and
 lawfully to be made, we and each of us
 our heirs and administrators firmly by
 these presents. Signed sealed & dated
 at Union this 10th day of November
 A.D. 1858.

Under the condition of the above
 bond it is such that whereas the above named
 Nelson G. Hunt Nathan Sullivan
 Peter F. Randolph Wm A. Budd John F.
 Sealstead & Wm V. Brokaw obtained a
 judgment against the above named Will.
 Fenn & Elias Ramsey for the sum
 of Eight hundred and fifty four doll.
 "and and sixty five cents at the October
 Term A. D. 1858 of the Circuit Court

of Marshall County Illinois and the
 said William Fern and Silas Ramsey
 having prayed an ^{and} appeal to the
 Supreme Court of the State which has
 been allowed Now Therefore if the said
 William Fern and Silas Ramsey shall
 with effect & without delay prosecute
 said appeal and in case the said
 judgment shall be affirmed shall pay
 the same and all costs interest and
 damages thereon then this Bond to
 be null and void. Otherwise to be
 and remain in full force.

William Fern
 by Silas Ramsey his atty
 Silas Ramsey

E. V. Robbins



State of Illinois } SS
 Marshall County }

I, James Mescott clerk of the Circuit Court in and
 for said County do hereby certify that the fore-
 going is a full and complete transcript of the proceedings had
 and the papers on file in said Court in the above entitled
 cause as the same appears of record in my office.

In witness whereof I have herunto set my hand and
 affixed the Seal of said Court at Lacon in said
 County this eighteenth day of April A.D. 1859.

James Mescott

Clerk

Since which time he has been
able to get the Deed
signed to the Judge

James Blaney

James and I met
before me this 21st
day of April 1859

O. L. T. C. P.

Filed April 21. 1859

at Lehigh
Pa.

James Blaney
Deed
as
William F. Stevens

Wilson & Hinds } State of Illinois
and others } Menard County
vs } Circuit Court of
William H. Hinds } Menard Co Ills
Lucas Ramsey } of Oct Term 1883
As Jurors

Lucas Ramsey being duly sworn
says that when the above case
came before a motion for
continuance supported by the
affendants set forth in the
Record which motion was
overruled by the Court and
a judgment rendered for
the plaintiffs that in
overruling of said motion
and refusing to grant the
continuance by the Court the
Defts by their Counsel accepted
and upon the rendition of the
Judgment prayed an appeal
that at the time of said motion
and trial affiant was present
and that the Counsel for the

7-21-12
Higgs & Swifts agreed that the
Bill of Exceptions might be
made up by the Counsel
for Swifts and signed by the
Court in the absence of the
said Counsel for Higgs and
that applicant at the January
Term found the said Bill
of Exceptions does not comply
and during the last week of
the Term of the Circuit Court
he had to be absent and was
so absent, but that he left
a memorandum for the atty of
Swifts calling his attention to
the fact that the Bill of
Exceptions were not signed
and requesting him to attend
to it which memorandum
message was delivered
to him and he agreed to attend
to it and that applicant
subscribed the same and he
attended to until he went
to have the record made
out for the Supreme Court