

14392


No. _____

Supreme Court of Illinois

Handcock

vs.

Moore

71641  7

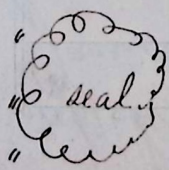
Meas

To a Term of the Circuit Court, begun
and held at the Court House in Pekin, within
and for the County of Tazewell and State of
Illinois on the first Monday of the month
of February A. D. 1861. Present Hon James
Harriott Judge of the 21st Judicial
Circuit of the State of Illinois, composed
of the Counties of Mason, Tazewell &c

Be it remembered, that on the 16th day of January
A. D. 1861, a summons was issued from the office of the
Clerk of the Circuit Court of Tazewell County, Illinois,
which said summons is in the words and figures
following, to wit:—

State of Illinois } The People of the State of Illinois, To
Tazewell County } ^{vs.} the Sheriff of said County, Greeting,
We command you that you summon David H. Moore
if he shall be found in your county, personally to be
and appear before the Circuit Court of Tazewell County
on the first day of the next Term thereof, to be held at
the Court House in Pekin, in said county, on the first
Monday of February next, then and there to answer unto
George H. Walker and David J. Hancock partners
trading under name & style of Walker & Hancock, in
plea of Assumpsit to the damage of said plaintiffs as they
say in the sum of one thousand dollars, and have you there
and there this writ with an endorsement thereon, in what
manner you shall have executed the same.

Witness G. H. Harlow Clerk of the said Court, and the seal
thereof at Pekin aforesaid this 16th day of January 1861.
G. H. Harlow Clerk Circuit Court

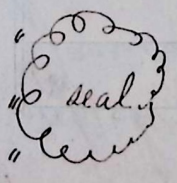


Meas

To a Term of the Circuit Court, begun
and held at the Court House in Pekin, within
and for the County of Tazewell and State of
Illinois on the first Monday of the month
of February A. D. 1861. Present Hon James
Harriott Judge of the 21st Judicial
Circuit of the State of Illinois, composed
of the Counties of Mason, Tazewell &c

Be it remembered, that on the 16th day of January
A. D. 1861, a summons was issued from the office of the
Clerk of the Circuit Court of Tazewell County, Illinois,
which said summons is in the words and figures
following, to wit:—

State of Illinois } The People of the State of Illinois, To
Tazewell County)^{ss.} the Sheriff of said County, Greeting,
We command you that you summon David H. Moore
if he shall be found in your county, personally to be
and appear before the Circuit Court of Tazewell County
on the first day of the next Term thereof, to be held at
the Court House in Pekin, in said county, on the first
Monday of February next, then and there to answer unto
George H. Walker and David J. Hancock partners
trading under name & style of Walker & Hancock, in
plea of Assumpsit to the damage of said plaintiffs as they
say in the sum of one thousand dollars, and have you there
and there this writ with an endorsement thereon, in what
manner you shall have executed the same.
Witness G. H. Harlow Clerk of the said Court, and the seal
thereof at Pekin aforesaid this 16th day of January 1861.
G. H. Harlow Clerk Circuit Court



which said summons was returned on the 21st day of
January 1861. with the following endorsement, to wit:=-

" Served by reading the within writ to David H. Moore
" this 19th day Jan'y 1861.

C. Williamson Sheriff J. C.
By J. Clark deputy

And now afterwards, to wit: on the 25th day of
January A.D. 1861. a declaration was filed in said cause
in the words and figures following, to wit:=-

" State of Illinois } In the Tazewell County Circuit Court
" Tazewell County } February Term A.D. 1861.

" George N. Walker and David J. Hancock partners
" trading under name and style of Walker & Hancock
" the plaintiffs in this suit by C. A. Roberts their attorney
" complain of David H. Moore the Defendant in this
" suit, who has been summoned to answer in a plea of
" Trespass on the case upon promises.

" For that whereas the said
" defendant heretofore, to wit: on the 21st day of August in
" the year of our Lord one thousand eight hundred and
" fifty six: at, to wit: at the County and State aforesaid by
" the name and description of David H. Moore aforesaid, made
" his certain promissory note in writing bearing date the day
" and year aforesaid, and then and there delivered the same
" to William Trent and thereby then and there promised
" to pay to the order of the said William Trent twenty four
" months after the date thereof the sum of Seven hundred
" and sixty four dollars for value received, negotiable and
" payable without defalcation or discount at ten per cent

Printed by
John C. Clark & Son,
241 South Street,
Pittsburg, Mo.

interest from date until paid and paid annually
And the said William Trent then and there assigned
and delivered the said promissory note to the said plaintiffs
By reason whereof and by force of the Statute in such
case made and provided the said defendant then and
there became liable to pay the said plaintiffs the said sum
of money in said promissory note specified according to
the tenor and effect thereof, and being so liable, he
the said defendant in consideration thereof undertook
and then and there promised the said plaintiffs to pay
said sum of money in said promissory note specifically
according to the tenor and effect thereof, to wit: at
Tazewell County aforesaid.

And whereas the said
defendant on the 1st day of January in the year
one thousand eight hundred and fifty nine at the
County and State aforesaid was indebted to the
said Plaintiffs in the further sum of One thousand
dollars for the price and value of goods and lands
then and there bargained and sold by the Plaintiffs
to the defendant at his request, and in the further sum
of One thousand Dollars for the price and value of
work then and there done, and materials provided
by the Plaintiffs for Defendant at his request,
And in the further sum of One thousand Dollars
for so much money then and there lent by Plaintiffs
to Defendant at his request, and in the further sum of
One thousand Dollars for money then and there paid
by plaintiffs for the use of defendant at his request,
And in the further sum of One thousand Dollars for
money then and there received by the Defendant for the
use of the Plaintiffs, And in the further sum of One
thousand Dollars for interest due from said Defendant

" to the said plaintiffs for and in respect of said plaintiffs
" having forborn and given day of payment of money due
" from the Defendant to the Plaintiffs at the defendant's
" request for a long time then elapsed. And in the further
" sum of One thousand Dollars for money found to
" be due from defendant to plaintiffs on account then
" and there stated between them, And the said Defendant
" afterwards, to wit: on the day and year last aforesaid
" at the County and State aforesaid, in consideration
" of the premises respectively then and there promised to
" pay the last named several monies respectively to the
" Plaintiffs on request. Yet the defendant has not ~~been~~
" paid any of the said monies or any part thereof
" although often requested so to do, to the plaintiffs
" damage of One thousand dollars and therefore
" they bring suit &c

B. A. Roberts Jeff atty

Copy of Note sued on

\$764.

August 21st 1856.

" Twenty four months after date I promise to pay
" to the order of William Trent the sum of Seven hundred
" & sixty four ⁰⁰ Dollars for value received negotiable and
" payable, without defalcation or discount at ten per cent
" interest from date until paid and paid annually,

David K. Moore

" On the back of said note is the following endorsement
" Pay to the order of Walker and Hancock

William ^{his} Trent
_{mark}

" also the following credits- Received on the within 25[¢]
" May 7th 1858. May 11. 1858 Received on the within note
" \$365, 61. Recd on this note Two hundred and ninety one
" Dollars. Feb 23. 1859. 25[¢] paid on the within Twenty five Dollars July 30th 60

Now afterwards, to wit: at a Term of the Circuit Court begun and held at the Court House in Pekin within and for the County of Tazewell and State of Illinois on the first Monday of the month of February A.D. 1861. Present Hon James Harriatt Judge of the 21st Judicial Circuit of the State of Illinois, Hugh Tullent on State Attorney, Chapman Williams on Sheriff and George H. Harlow Clerk, the following proceedings were had, to wit:

1st day Monday February 4th 1861.

George S. Walker + David J. Hancock }
partners trading under name and style }
of Walker + Hancock } A summons
vs }
David H. Moore }

Now come the parties by their attorneys, and the defendant enters his motion upon affidavit filed for a continuance of this cause, which motion is by the Court sustained. It is therefore ordered and adjudged by the Court, that the Plaintiffs have and recover of the said defendant, the costs and charges by them about their suit at this term of the Court expended and that execution issue therefor

Now afterwards, to wit: on the 5th day of June A.D. 1861. a plea was filed in said cause in the words and figures following, to wit:-

State of Illinois) ss. In Tazewell County
) Tazewell County) June Term 1861.

" Walker & Hancock }
" ^{or} David H. Moore }

And now comes the said defendant
" by Roberts & Ireland his attorneys, and says he did not
" undertake and promise in manner and form as said
" plaintiffs have above thereof complained against him
" and of this he puts himself upon the country &c &c

" Roberts & Ireland for Deft
" And the said Plaintiffs to the said plea wherein the
" said defendant puts himself upon the country doth
" the like

" C. A. Roberts. Plff atty

Now afterwards, to wit: at a Term of the Circuit Court
begun and held at the Court House in Pekin, within and
for the County of Tazewell and State of Illinois, on the
first Tuesday of the month of June A. D. 1861, Present Hon
James Harritt Judge of the 21st Judicial Circuit of the
State of Illinois. Hugh Fullerton States attorney, Chapman
Williamson Sheriff and George H. Harlow Clerk, the
following proceedings were had, to wit:

2^d day Wednesday June 5th 1861

George A. Walker & David J. Hancock }
partners trading under name & style }
of Walker & Hancock } Assumpsit
" ^{or} David H. Moore }

Now comes as well
the Plaintiffs by their attorney Roberts, as the said
Defendant by his attorneys Roberts & Ireland, and a

Jury having been waived by consent this cause is tried by the Court, and the Court having heard the allegations and proofs of parties and argument of counsel thereon is of opinion that the Plaintiffs have sustained damages. But, because those damages are unknown to the Court the Clerk is ordered to make an assessment thereof, and he having assessed those damages to the sum of Three Hundred and eighty seven ⁰⁶/₁₀₀ Dollars (\$287 ⁰⁶/₁₀₀) and made report thereof which is approved by the Court, It is therefore ordered and adjudged by the Court that the plaintiffs have and recover of the said defendant the damages aforesaid, in form aforesaid assessed, likewise the costs and charges by them about their suit expended, and that execution issue therefor. Whereupon the defendant prays an appeal, which is granted by the Court, with bond to be filed in 20 days in the sum of \$500.00 and by agreement of parties the Clerk to approve Bond.

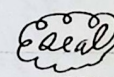
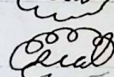
Now afterwards, to wit: on the 19th day of June 1861, an appeal bond was filed in said cause in the words and figures following, to wit:—

Know all men by these presents, that we David H. Moore and William Burtzfield are held and firmly bound unto George S. Walker and David J. Hancock in the penal sum of Five Hundred dollars for the payment of which well and truly to be made and performed, we bind ourselves, our heirs, executors and administrators, jointly, severally and firmly by these presents, Witness our hands and seals this 14th day of June 1861.

The condition of this obligation is such, that whereas at the June Term 1861

of the Circuit Court of Tazewell County Illinois, the
above named George H. Walker, and David J. Hancock.
recovered a Judgment against the above bounden David
K. Moore for the sum of Two Hundred and eighty seven ⁰⁰/₁₀₀
Dollars and costs of suit, from which said Judgment
said David K. Moore has taken an appeal to the Supreme
Court of the State of Illinois. Now if the said David K.
Moore shall well and truly pay said Judgment and
costs, and all such damage, interest and costs as shall
be adjudged against him in case said Judgment
shall be affirmed, and shall also prosecute said appeal
to effect and without delay then this bond to be void,
otherwise to be in full force and effect

Taken and approved by }
me this 19th day of June }
A. D. 1861, }

D. K. Moore 
William Bortzfield 

Geo H. Harlow Clerk }
per A. P. Griswold deputy }

State of Illinois }
Tazewell County } I, George H. Harlow Clerk of the
Circuit Court, within and for said County, do hereby
certify that the foregoing 7 1/2 pages contain a full, true
and complete transcript of the record of proceedings had
in the cause therein named, as fully as the same appears
of records in my office

Witness my hand and the seal of said Circuit
Court here affixed at office in Pekin this
11th day of March A. D. 1862.

George H. Harlow Clerk
per A. P. Griswold deputy



315
Walker & Hancock
David H. Moore

14692
315
Certified Transcript
of Account

\$287.06
1.05
\$288.11

1862
Filed Apr. 25, 1862
J. Seland
Clk.

1862

Filed for
\$13.00
paid by Plaintiff
att.