

No. 12805

Supreme Court of Illinois

Huntington

vs.

Abraham.

(6 8/)

185.

154

63

154

12805



1859

State of Illinois
Hennepago County S. S. 3 The People of the State
of Illinois to the Sheriff of
said County- Greeting: The Command you that you cum
mons Henry W. Huntington Phillip Meadows Calam L
Parks Jr and Marcellus C Churchill if they shall be found
in your County personally to be and appear before the
Circuit Court of said County on the first day of the next
term thereof to be holden at the Court House in Rockford
in said County on the 28th day of April instant to
answer unto John Abraham in a plea that they render
to the said John Abraham, the sum of seven hundred
of fifty five dollars and sixteen cents which they owe to
unjustly detain from him to the damage of the said plain-
tiff as he says in the sum of One thousand dollars and
have you then there this writ with an endorsement thereon in
what manner you shall have executed the same:

S. S. { Witness Charles H. Spafford Clerk of our said Court
the seal thereof at Rockford aforesaid this 14th day
of April A.D. 1836.

C. H. Spafford Clerk

Endorsed State of Illinois
Hennepago County S. S. 3 I have duly served the within
by reading the same to the within named Marcellus Church-
ill the other defendants not found in my County as I am
therein commanded

John St. Taylor Sheriff

Winnebago County Circuit Court of the Above Term
AD 1836

State of Illinois vs S. S. John Abraham plaintiff
Winnebago County & in this suit by Soop & Sathrop his
Attorneys Complainers of Henry W Huntington Phillip Had-
sworth Calvin LeParks Jr and Marcellus W Churchill
defendants in this suit who were summoned & of a plea
that the said Defendants render to the said plaintiff the
sum of seven hundred & fifty five dollars and sixteen cents
lawful money of the United States which the said Defend-
ants owe to and from the said plaintiff unjustly detain
For that whereas before the making of the bond or writing
obligatory herein after mentioned to wit on the twenty second
day of December A D eighteen hundred & fifty four to wit at
Rockford in said County of Winnebago an Application was
duly made by and on behalf of the said Henry W Hunt-
ington Phillip Hadsworth & Calvin LeParks Jr then cred-
itors of the said plaintiff to the Clerk of the County Court
of the said County of Winnebago for process of Attachment
against the property of the above named plaintiff in this
suit pursuant to the provisions of the Statute in such
Case made & provided which said Application on behalf of
the said Huntington Hadsworth & Parks was then & there
accompanied by an Affidavit duly made on behalf of the said
Creditors in pursuance of the requirements of the Statute in
such Case made & provided And on that occasion for the
purpose of procuring such Attachment to be issued by the
Clerk of the said County Court the said Defendants in this

then there to wit on the same day & year last aforesaid
 and in the County aforesaid by their Certain Bond execu-
 ted to the plaintiff in this suit and filed in the Office of
 the said Clerk of the said County Court commonly called an
 Attachment bond, sealed with the seals of the said Defen-
 ants and to the Court now here shewn the date whereof is
 on the same day (and year last aforesaid) acknowledged
 themselves to be held firmly bound unto the said plaintiff
 in the penal sum of seven hundred fifty five or \$755.00 dol-
 lars for the payment of which well truly to be made the
 said defendants and each and every of them bound them-
 selves their heirs and administrators jointly and severally
 firmly by the said writing obligatory, and the said plain-
 tiff says that the said bond or writing obligatory was and
 is under & subject to a certain condition there underwritten
 whereby after reciting to the effect following that is to say that
 whereas the said Henry W Huntington had on the day
 of the date of the said bond or writing obligatory prayed
 an Attachment out of the County Court of said County at the
 suit of the said Huntington Hadsorck & Parks against
 the estate of the said John Abraham (the plaintiff in
 this suit) for the sum of three hundred and seventy seven
 dollars and fifty eight cents and the same being about
 to be sued out returnable on the first Monday of March
 then next to the term of the Court then to be holden it is
 provided that if the said Huntington Hadsorck & Parks
 should prosecute said suit with effect or in case of failure
 thereon should well truly pay & satisfy the said John
 Abraham all such costs in said suit and such damages

as shall be awarded against the said Huntington & his
 worth & Parks their heirs executors or administrators in a
 my suit or suits which might thereafter be brought for wrong
 fully suing out the said Attachment then the said bond or
 writing obligatory to be void otherwise to remain in full force
 and effect as by the said bond or writing obligatory and the
 condition thereof reference being thereunto had will amongst
 other things more fully appear and at large appear And
 the said Plaintiff avers that in the body of the said bond
 or writing obligatory the name of the said Churchill was
 written by mistake Marcus C Churchill instead of Mar-
 cellus C Churchill and that the said bond was signed
 by the said Marcellus C Churchill and that the said
 bond was signed by the said Marcellus C Churchill by the
 name of M C Churchill And the said Plaintiff in this
 suit in fact says that after the making of the said Affi-
 davit & the said bond or writing obligatory as herein before
 mentioned to wit on the same day & year last aforesaid
 at the place and within the County aforesaid the said
 Clerk of the said Hennepin County Court then & there having
 full power & authority to issue such Attachment did the
 record then & there issue a certain process of Attachment
 in due form of law under the seal of the said County Court
 in favor of the said Henry W Huntington Phillip & his
 worth & Parks Jr against the property of the
 plaintiff in this suit directed to the Sheriff of the said
 County of Hennepin whereby said Sheriff (among other
 things) was commanded to attach so much of the estate

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rice or personal of the plaintiff in this suit to be found in
said County as should be of value sufficient to satisfy the
said debt & costs. According to the Complaint (being the a-
mount mentioned in the Affidavit aforesaid and recited
in the said writ of Attachment) and such estate so at-
tached in his hands to secure, or so to provide that the same
might be liable to further proceedings thereupon according
to law at the term of the said County Court to be held at
Rockford in & for the said County of Hennepago on the first
monday of March. then next so as to compel the said
plaintiff in this suit to appear and answer to the said
Complaint of the said Henry W Huntington Phillip Hads-
worth and Calvin LeParks & when & where he the said
Sheriff should make known to the said County Court how
he had executed the said writ and that he should
then and there have the said writ: which said Attach-
ment then & there to wit on the same day and year of
the issuing of the same was delivered to John St Taylor
then Sheriff of the County aforesaid in due form of
law to be executed by virtue of which said writ of Attach-
ment (so issued & delivered as aforesaid) the said John
St Taylor Sheriff as aforesaid Afterwards to wit on the
same day & year of the issuing of the same in the County
aforesaid by virtue of the said Attachment did attach the
goods and Chables of the said plaintiff in this suit that
is to say five pairs of pants forty pieces of cloth Consisting
of Beaver Broadcloth Cassimer & Sheep Gray seventeen
pieces of light cloth for trimmings thirty three shirts worn
by six pairs of drawn seventeen pieces of bedding & four

Bunches of silk Cord Eight pieces of silk Cord fifteen
 Hats - Eight Hats one piece worsted braid fifteen Tops &
 Buttons of five Boxes of Buttons of great value to wit of the
 value of one thousand dollars. kept & detained the said
 goods and Chattels for a long time to wit from thence hith-
 erto, and still detains the same.

And the said plaintiff further in fact says that af-
 ter the making of the said bond or writing obligatory &
 the issuing of the said Attachment and the proceedings
 thereupon had as aforesaid to wit at the June Term of
 the said County Court held in & for said County at the Court
 House in Rockford in said County A.D. eighteen hundred
 & fifty five, such further proceedings were had in the said
 suit in the said County Court that the said plaintiff in
 this suit obtained a judgment for costs against the said
 plaintiff in the said Attachment suit and that in pur-
 suance of the Statute in such case made & provided the
 said Attachment was quashed as by the record of pro-
 ceedings remaining in the said County Court to wit in
 the County aforesaid reference being thereto had may
 more fully appear: And so the said John Abraham plain-
 tiff in this suit further in fact says that the said Henry
 & Huntington Phillip Hadsworth & Calvin C. Parks Jr
 did not prosecute their said suit with effect, but on the
 contrary thereof have wholly failed therein: And the
 said plaintiff further in fact says that by means of the
 wrongs done out & wrong of the said Attachment
 as aforesaid he hath been forced & obliged to pay &

did necessarily and unavoidably pay, lay out and ex-
 pend divers large sums of money in and about the de-
 fence of the said suit on the said Attachment and in
 procuring necessary Counsel & advice in relation to such
 defence and in relation to said property so attached as a-
 foresaid Amounting in the whole to a large sum of mon-
 ey to wit the sum of one thousand dollars And the said
 plaintiff says that the said Henry A Huntington Phil-
 ip Hadsorck & Edwin LeParks Jr (nor any or either of
 them, nor any one for them) have not paid to the said
 plaintiff all such costs and such damages as should
 be awarded against the said defendants nor any part
 thereof. And that the defendants have not paid to the plain-
 tiff all damages & costs which he has sustained by reason
 of the wrongfull suing out of the said Attachment nor a-
 ny part thereof nor have either of the said defendants
 paid the same. By means of which said several promises
 the said plaintiff has been greatly injured and has
 sustained damages to a large Amount to wit to the amount
 of one thousand dollars. Whereby the said defendants have
 become liable to pay the said debt of over hundred fifty
 five & 40 dollars to the said plaintiff in this suit whenever
 the said Defendants should be thereunto afterwards re-
 quired and thereby an action hath accrued to the said
 plaintiff to demand thereof and from the said defend-
 ants the said sum of money above demanded. Notwith-
 standing the said defendants although often requested so to do have
 not as yet paid the said sum above demanded or any
 part thereof to the said plaintiff but have hitherto wholly

refused and still do refuse to pay the same or any part thereof to the damage of the said plaintiff of one thousand dollars & therefore the said plaintiff brings suit &c

Scoop & Sathrop

Atty for Plff

Copy of the Bond or writing obligatory declared on

Know all men by these presents that we Henry W Huntington Phillip Thadsworth & Calvin C Parks principals and Marcus W Churchill surety of the County of Mennebag and State of Illinois are held of firmly bound unto John Abraham in the penal sum of Seven hundred & fifty five th dollars for the payment of which well & truly to be made we and each of us bind ourselves our heirs and administrators jointly and severally and jointly by these presents. Sealed with our seals and dated at Rockford this twenty second day of December AD 1834.

The condition of the above obligation is such that whereas the above bounden Henry W Huntington hath on the day of the date hereof prayed an attachment out of the County Court of said County at the suit of said Huntington Thadsworth & Parks against the estate of the above named John Abraham for the sum of three hundred & seventy seven dollars & fifty eight cents and the same being about to be sued out returnable on the first monday of march next at the term of the Court then to be holden to wit the said Huntington Thadsworth & Parks shall prosecute

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said suit with effect or in case of failure therein shall well truly pay and satisfy the said John Abraham all such costs in said suit and such damages as shall be awarded against the said Huntington Hudsons & Parks their heirs executors or administrators in any suit or suits which may hereafter be brought for wrongfully suing out the said Attachment then the above obligation to stand otherwise to remain in full force and effect:

Taken entered into the date
first above written

Am Heulin Clerk Henry W Huntington seal
Phillip Hudsons seal
Calvin C Parks Jr seal
Wm C Churchell seal

Enclosed

"Filed April 18th 1836 at Spafford Ct"

Hen Co Cir Court seals
Henry W Huntington seals
Ad

John Abraham

Of Sep Term 1836.

And the said Defendants by Marsh their Attorney come & defend the wrong & injury when so say Actio non because they say that the said supposed wrong obligatory in said Plaintiff declaration mentioned is not their deed and of this they put themselves upon the Country &

2 per

And the said Defendants for further plea in this behalf by leave of the Court say Actio non because they say that the said Plaintiff heretofore to wit on the fifteenth day of August in the year eighteen hundred & fifty five commenced a suit in the Winnebago County Circuit

Court in & for said County of Hennebago against the said
 Henry W Huntington Phillip Hudson & Calvin C Parks
 wherein the said Plaintiff impleaded the said Henry W
 Huntington Phillip Hudson & Calvin C Parks in an Ac-
 tion of Trespass on the Case. And afterwards to wit at the
 February Term of said Court held in & for said County of
 Hennebago issue was joined in said Cause wherein whereby
 the said Plaintiff claimed to recover of & from the said Hen-
 ry W Huntington Phillip Hudson & Calvin C Parks
 Damages to the Amount of Five thousand dollars for & ac-
 count of the same identical Cause of action in the said
 Plaintiff's declaration mentioned and such proceedings
 were thereupon had in said Court in said Action that
 afterwards to wit at that same term said suit was tried
 by a Jury & their verdict rendered against the said Plain-
 tiff in favor of the said Henry W Huntington Phillip H-
 adson & Calvin C Parks whereupon by the consideration
 of the said Court the said Henry W Huntington Phie-
 ip Hudson & Calvin C Parks then & there recovered -
 judgment against the said John Abraham for their costs
 & charges in that behalf expended whereof the said John
 Abraham was convicted as by the record & proceedings
 thereof still remaining in the said Hennebago County
 Circuit Court more fully & at large appears which
 said judgment still remains in full force & effect not in
 the least reversed satisfied or made void. And thus
 they the said defendants are ready to verify by the said
 record wherefore they pray judgment &

3rd And for a further plea in this behalf the said Defendants by leave & say Altho now because they say that from & after the twenty second day of December eighteen hundred & fifty four until the said Attachment in the said Declaration mentioned to wit at the June term of the said County Court in the said year eighteen hundred & fifty five the said John St. Taylor in said Declaration mentioned as Sheriff of said County of Hennepago took & held said goods & personal property in said Declaration mentioned by virtue & authority of the said writ of Attachment in said Declaration mentioned: and these defendants over & say immediately after said Attachment writ was quashed as aforesaid to wit at the said June term of the said County Court the said John St. Taylor for & on behalf of the said Defendants tendered to the said Plaintiff to return to him the said goods & personal property in said Declaration mentioned And that the said Plaintiff then there refused to accept & receive said goods & personal property from the said John St. Taylor & therefore the said John St. Taylor was obliged to & did continue to retain said goods and personal property in his possession for the safe keeping & preservation of the same for the use & benefit of the said Defendant And this they the said Defendants are ready to verify wherefore &

4th plea

And for a further plea in this behalf the said Defendant by leave & say Altho now because they say that heretofore to wit at a regular term of the Cook County Court of Common Pleas within & for the County of Cook & State of Illinois began & holden at the Court

House in the City of Chicago in said County of Cook
on the second Monday being the tenth day of September
in the year of our Lord one thousand eight hundred
fifty five & of the Independence of the United States the
eighteenth the said Henry W Huntington Phillip Hadsoworth
Calvin Parks & by the consideration & judgment of the
said Court recovered against the said John Abraham the
sum of three hundred & sixty nine dollars & twelve cents &
also their Costs & Charges by them about their suit in
that behalf expended which said Costs & Charges amounted
to the sum of six dollars & sixty five cents which in & by the
said Court were then & there adjudged to the said Henry
W Huntington Phillip Hadsoworth Calvin Parks from
a plea of trespass on the case on promises whereof the said
John Abraham was convicted as by the record & proceed-
ings thereof remaining in the said Cook County Court of
Common Pleas more fully appears which said Judgment
still remains in full force & effect not reversed satisfied or
otherwise vacated And the said Defendants aver & insist
that afterwards to wit on the thirteenth day of September
in the year eighteen hundred & fifty five the said Henry
W Huntington Phillip Hadsoworth Calvin Parks & be-
ing the same Henry W Huntington Phillip Hadsoworth
Calvin Parks who are Defendants in this Cause
caused to issue upon said Judgment by the Clerk of
the said Cook County Court of Common Pleas the Proper
writ of Fieri Facias commonly called an execution
directed to the Sheriff of the said County of Hennepago

And afterwards to wit on the twenty fourth day of September in the same year the said John St Taylor Sheriff as aforesaid by virtue & authority of said execution levied upon said goods & personall property afterwards to wit on the second day of November in the year aforesaid sold so much & such part of said goods & personall property as was sufficient & necessary to satisfy said execution while the same remained in his possession as aforesaid And the said John St Taylor Sheriff as aforesaid sold the remainder of said goods & personall property by virtue & authority of a certain other execution against the said John Abraham which he the said John St Taylor then & there had sheld as Sheriff as aforesaid: And thus they the said Defendants are ready to verify wherefore
 Wm H & Baker
 for Defs.

Endorsed "Sheld Oct 3 1886. Ch Spafford Ch"

John Abraham

or

Henry W Huntington et al } And the said plaintiff
 as to the first plea
 of the said defendants wherein they have put them
 selves upon the County doth the like:

Loop & Lathrop Attys for Plff

And the said plaintiff as to the 2^d 3^d 4th Pleas of
 the said Defendants above pleaded say that said
 pleas each and every of them are insufficient in law

to bar the action of the said plaintiff the demands
demurs thereto and to each of said pleas of prayer judg-
ment &c
Loop & Sathrop Atty for Plff

United States of America
State of Illinois. Winnebago County ss 3 Pleas before the
Hon Benjamin R Sheldon Judge of the Fourteenth
Judicial Circuit of the State of Illinois at a term
of the Winnebago County Circuit Court began & held
at the Court House in Rockford in said County of Win-
nebago on the Sixteenth day of February in the year
of our Lord one thousand eight hundred & fifty seven:-

Present Hon Benj R Sheldon Judge

W. D. Meacham States Attorney

Samuel Church Sheriff

Attest W B Derrick Clerk.

On the same day of the said term aforesaid the following
entry was made as appears of record:-
John Abraham

Debts
Henry W. Huntington vs 3 Now comes on to be heard
the argument of counsel
on the Demurrer of Plaintiff to the 2^d 3^d 4th pleas of the
Defendant herein & the Court being fully advised therein
advises said Demurrer And thereupon on motion of
Defendants leave is granted to amend said pleas & to file

Amendment to 2^d 3^d 4th Pleas:-

And the said Defendants for further plea in this behalf "as to so much of the Cause of Action in said Plaintiff Declaration mentioned as relates to the damages sustained by said Plaintiff by reason of said Sheriff attaching said goods & Chattels of said Plaintiff under & by virtue of said writ of Attachment & as relates to the money supposed to be paid laid out & expended by said Plaintiff in & about the defence of said suit under said writ of Attachment in said declaration mentioned" by leave of the Court say Action on 1st

5th Plea

And the said Defendants for a further plea in this behalf say Action on because they say that the said Plaintiff heretofore to wit on the 15th day of August in the year 1853. Commenced a suit in the Hennepago County Circuit Court in & for said County of Hennepago against the said Henry W Huntington Phillip Hudson & Calvin C Parks where in the said Plaintiff impleaded the said Henry W Huntington Phillip Hudson & Calvin C Parks in an Action of Trespass on the Case & afterwards to wit at the next term of said Court held in & for said County of Hennepago & was joined in said Cause wherein & whereby the said Plaintiff claimed to recover of & from the said Henry W Huntington Phillip Hudson & Calvin C Parks damages to the amount of five thousand dollars for & on account of the same identical Cause of Action in the

Said Plaintiff declaration mentioned: And such proceedings were thereupon had in said Court in said Action that afterwards to wit at the same term said suit was tried by a Jury & their verdict rendered against the said Plaintiff in favor of the said Henry A Huntington Phillip Hudson & Calvin C Parks whereupon by the consideration of the said Court the said Henry A Huntington Phillip Hudson & Calvin C Parks then & there recovered judgment against the said John Abraham for their costs & charges in that behalf expended whereof the said John Abraham was convicted as by the record & proceedings thereof still remaining in the said Hennepago County Circuit Court more fully at large appears which said judgment still remains in full force & effect not in the least reversed satisfied or made void And this they the said defendants are ready to verify by the said record wherefore they pray judgment &c

Marsh & Fuller for Defs:-

Endorsed Filed February 17, 1837

M D Derrick Clk

John Abraham

And the said Plaintiff as
 St A Huntington et al to the 2^d & 4th amended pleas
 & as to the Additional pleas
 filed by the defendants herein says that the said pleas
 each of them are insufficient in law to bar the said

Plaintiff Action and he demurs to the said pleas
each of them severally & prays Judgment &
Scot & Lathrop Attys for Plff

Enclosed

Filed Feby 20. 1837.

W B Derrick Clk

And afterwards to wit 20th Feby 1837 It being one of the
days of the February Term of the Hennepago County Cir-
cuit Court the following entry was made:

John Abraham

vs

Henry A Huntington &c

Now comes on to be heard
the argument of Counsel
to the Demures in this

Cause & the Court being fully advised thereon sustains
the Demure to 3rd & 4th Amended plea and overrules the
2^d Amend & 5th or additional plea. On motion of Plaintiff
leave was granted to withdraw to 2^d Amended plea &
to 5th or additional plea & reply to them:-

John Abraham

vs

Huntington Hadsworth
& Parks & Churchill

And the said Plaintiff
as to the said plea of the
said defendants by them
secondly (Amended) above pleaded says Preclusion
because he says that the said Action on the case pro-
secuted by the said plaintiff against the said Hun-
tington Hadsworth & Parks in said plea mentioned
was not for the same Cause of Action in the said

212005-9

proved by him properly conditioned in the sum of two
hundred dollars.

plaintiff's declaration in this suit mentioned, nor for any part thereof, in manner of form as the said defendants have in their said plea alleged. And this the said plaintiff prays may be enquired of by the Country &

Loop & Sathrop Attys for Plff
And the said plaintiff as to the plea of the said defendants by them fifthly (Additional) above pleaded prays (conclude) not because he says that the said Action on the Case prosecuted by the said plaintiff against the said Huntington Hudson & Parks in said plea mentioned was not for the same Cause of Action in the said plaintiff declaration in this suit mentioned, nor for any part thereof in manner of form as the said defendants have in their said plea alleged. And this he the said plaintiff prays may be enquired of by the Country &

Loop & Sathrop Attys for Plff

Endorsed) Filed Feby 21. 1837

Mois B Derrick Clerk

And Afterward to wit 3 March 1837 It being one of the days of the February Term of the Hennebag County Circuit Court the following entry was made as appears of record

John Abraham

vs

Henry W Huntington

Phillip Hudson &

Calvin L Parks Marcellus Church & And now Comes

Debt

the Plaintiff by Loof & Luthrop his Attorney & the Defendants by Marsh their Attorney Also time & place being joined it is ordered that at any time & thereupon time a jury of two lawful men who being impaneled tried & sworn well & truly to try the issue joined (According to evidence having heard the evidence) Argument of Counsel they retire to Consider of their Verdict & thereafter they return into Court with the following verdict. They find for the plaintiff Debt seven hundred fifty five dollars & sixteen Cents & Damages seven hundred fifty five dollars & sixteen Cents. Thereupon the Defendants moved the Court for a new trial herein

Then the Circuit Court

Henry W. Huntington calls

Uds.

John Abraham

The said Defs move for a new trial for the reasons

- 1st That the Verdict of the Jury is contrary to the evidence
- 2nd The Verdict is contrary to law
- 3rd There is no proof in the case of a suit having been brought & damages awarded against the original plaintiff in the Attachment suit
- 4th The damages found by the Jury are excessive

The Defs also move in arrest of Judgment that the Declaration does not aver nor was it in proof that any suit has been instituted in which damages have been awarded against the said Huntington Hadeworth Parks Marsh for Defs

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Entered "Attest March 7, 1837 M D Durick Clerk"

And Afterward to wit 30 Apr 1837. It being one of the days of the Apr Term of the Winnebago County Circuit Court the following entry was made as appears of record

John Abraham

Henry W Huntington
Phillip Madson
Calvin W Parks Jr
Marcellus W Churchill

Now Comes the Plaintiff by Loof & Lathrop his Attorneys & the Defendants by Marsh their Attorney Also Comes & the motion for a new trial & arrest of Judgment heretofore made having been considered by the Court overrules the same to which Defendants excepts: ^{It is therefore ordered that the Plaintiff shall pay out the cost of the Jury} It is therefore ordered & considered by the Court that the Plaintiff have & recover of the Defendants the sum of \$755.16 debt as aforesaid found by the jury As also his Costs & Charges herein expended & that he have execution therefor: The said Debt however to be discharged up on the payment & satisfaction of the said Damages & Costs aforesaid excepted by the jury to wit Seven hundred & fifty five dollars & sixteen Cents & his Costs.

Thereupon the Defendants prayed an appeal to the Supreme Court which was allowed by the Court conditioned that All or either of the Defendants file with the Clerk of this Court within 30 days from this date an appeal bond with security in this County to be ap

Then Cir Court
John Abraham

vs
Henry A Huntington
Phillip Hudsworth
Calvin C Parks Jr +
Marcellus C Churchill

Of the Term of April ad.
1837.

Be it remembered that at
the Term of February in the
year 1837 of said Circuit Court came on for trial this cause
before a jury empaneled hereind.

The Plaintiff to prove the case on his part gave
in evidence the Affidavit of Defendant Henry A Huntington
in a suit by Attachment in the Hennepago County Court.

State of Illinois

Hennepago County S. S. Henry A Hunting-
ton being by me first duly sworn deposes and says that he
is one of the members of the firm of Henry A Huntington
Phillip Hudsworth & Calvin C Parks Jr doing business under
the name & style Huntington Hudsworth & Parks in the
City of Chicago and that John Abraham is indebted
to the said Henry A Huntington Phillip Hudsworth &
Calvin C Parks Jr in the sum of three hundred & seventy
seven dollars & fifty eight Cents which said sum is due
owing to the said Huntington Hudsworth & Parks as part
upon Account and as paid the remaining portion of the
same by note from the said Abraham and that the
said Abraham is about to remove his property from this
State to the injury of the said Huntington Hudsworth
& Parks and that the said Abraham is about to depart

from this State with the intention of having his effects removed from this State further deponent says he not.

Subscribed & sworn

to Dec 22, 1854 before me

Wm Shulin Clerk to Court

Henry W Huntington

Endorsed

Filed Dec 22, 1854 Wm Shulin Clerk
The Plaintiff then gave in evidence the writ of Attachment & the papers & record in said cause:

State of Illinois

Hennepago County S. S. The People of the State of Illinois to the Sheriff of said County, Greeting: Whereas Henry W Huntington hath complained on oath to the Clerk of the County Court of the said County of Hennepago that John Abraham is justly indebted to Henry W Huntington Phillip Hadsworth and Edwin Parks Jr of the City of Chicago County of Cook in said State in the sum of three hundred and seventy seven dollars and fifty-eight Cents: and oath having been made that the said John Abraham is about to remove his property from this State to the injury of the said Huntington Hadsworth & Parks & that the said John Abraham is about to depart from this State with the intention of having his effects removed from this State: And the said Huntington Hadsworth & Parks having given bond & 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 John Abraham to be found in your County, as shall be of value sufficient to satisfy the

said debt & costs, according to the 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, accor-
ding to law at the term of the said County Court to be held at
Rockford in and for the said County of Mennebag on the
first Monday of March next so as to compel the said
John Abraham to appear and answer to the Complaint
of the said Henry W Huntington Philip Madenorth
and Calvin C. Parks Jr. when & where you shall make
known to the said Court how you have executed this writ
and how you then and there this writ;

SS *Witness William Stearns Clerk of our said Court and the Seal thereof at Rockford this twenty second day of December in the year of our Lord one thousand eight hundred & fifty four:-*

William Gulin Clerk

Endorsed

I have served this writ by reading the same to John Abraham the within named defendant and by attaching the goods described in list or schedule on this writ
Dated 5th

Servant 57

Mileage 8

Returns 10. 65 December 22. A.D. 1834

John S. Taylor Sheriff.

"Filed Dec 22. 1884. Wm. N. Clerk."

December 22^d A.D. 1834. By virtue of the within writ I have
lived on the following goods to wit: Nine Pair of Pants
Forty pieces of cloth consisting of Beaver broad cloth (cassimere)

5 sheeps grey making about 150 yards: Seventeen pieces
 of light cloth for Hammings making about 350 yards: 3
 Shirts 26 pair Drawers: 17 pieces binding: 4 bunches silk And
 8 pieces " " 15 Coats: 8 Wols: 1 piece worsted braid: 15 lbs
 of bullons & 5 Boxes bullons:

John A. Taylor Sheriff

Henry W Huntington
Phillip Hadsworth
Calvin L Parks

vs
John Abraham

State of Illinois Hennelago
County Court March Term
A.D. 1833.

Henry W Huntington
Phillip Hadsworth & Calvin L Parks vs Plaintiffs in the a-
bove entitled cause by S. F. Warner their Attorney complains
John Abraham the Defendant herein in a plea of Assumpsit
who has been duly attached herein: For that whereas the said
defendant heretofore to wit on the nineteenth day of September
in the year of our Lord one thousand eight hundred and f-
ty four at Chicago in the State of Illinois to wit at Hennelago
County aforesaid made his promissory certain promissory note
in writing bearing date a day and year therein mentioned
to wit the day and year aforesaid & thereby then & there prom-
ised to pay thirty days after date thereof to the order of the
said plaintiffs by the name & style of Huntington Hads-
worth and Parks the sum of two hundred and twenty one
dollars for value received payable at the Bank of Rockford
and then and there delivered the said promissory note to
the said plaintiffs. And the said plaintiff in fact say that
afterwards and when the said note became due & payable ac-
cording to the tenor & effect thereof to wit on the twenty second
day of October in the year aforesaid at the Bank of Rock-
ford aforesaid to wit at Hennelago County aforesaid the
said promissory note was duly presented and shown for
payment thereof and payment of the said sum of money
therein specified was duly required according to the tenor

and effect of the said promissory note but that the said defendant nor any other person on behalf of the said Defendant did nor would at the said time when the said promissory note was so presented for payment thereof as aforesaid or at any time before or after pay the said sum of money therein specified or any part thereof but wholly neglected & refused so to do of all which said several promises the said defendant afterwards to wit on the day and year last aforesaid at said Hennepago County had notice. By means whereof the said Defendant then & there became liable to pay to the said plaintiff the said sum of money in the said note specified when he should be thereunto afterwards requested. And being so liable he the said Defendant in consideration of the promises afterwards to wit on the day and year last aforesaid at said Hennepago County undertook & then & there faithfully promised the said plaintiff to pay them the said sum of money in the said promissory note specified when the said Defendant should be thereunto afterwards requested.

And for that whereas the said defendant heretofore to wit on the nineteenth day of September in the year of our Lord one thousand eight hundred & fifty four at Chicago to wit at Rockford in the County of Hennepago aforesaid made his one other certain promissory note in writing bearing date a day & therein mentioned to wit the day and year last aforesaid and thereby then & there promised to pay thirty days after the date thereof to the said Plaintiff or order by the name & style of Huntington Meadows & Parks the sum of two hundred & twenty one dollars for

value received payable at the Bank of Rockford which
 period has long since elapsed. And then there delivered
 the said promissory note to the said plaintiff by means
 whereof the said defendant then & there became liable to pay
 to the said plaintiff the said sum of money in the said
 promissory note specified according to the tenor & effect of the
 said promissory note, and being so liable he the said Defen-
 ant in consideration thereof afterwards to wit on the day
 and year aforesaid at the place aforesaid undertook and
 there faithfully promised the said Plaintiff to pay
 them the said sum of money in the said note specified
 according to the tenor and effect of the same. And the said
 Plaintiff avers that the said promissory note has long been due
 and payable according to the tenor & effect of the same. And
 for that whereas the said Defendant on the twenty first
 day of December in the year of our Lord one thousand eight
 hundred & fifty four in the County of Hennepago aforesaid
 was indebted to the said plaintiffs in the sum of three hun-
 dred & forty nine dollars & twelve cents for the price & value of
 goods wares & Merchandise then & there sold and delivered
 by the plaintiffs to the defendant at his request. And in
 the sum of two hundred and twenty one dollars for money
 then & there lent by the plaintiffs to the defendant at his
 request. And in the sum of two hundred & twenty one dol-
 lars for money then & there had of the Plaintiff for the use
 of the Defendant at his request. And in the sum of two
 hundred & twenty one dollars for money then & there received
 by the Defendant for the use of the plaintiff. And in the
 sum of three hundred & seventy seven dollars & fifty eight

Cents for money found to be due from the defendant to the plaintiff on an Account then and there stated between them And thereupon the defendant afterwards on the day year last aforesaid in Consideration of the promises and of being indebted respectively at Hennepin County aforesaid then & there promised the said plaintiff to pay the said several sums of money respectively to the said plaintiff on request yet he hath disregarded his said promises & hath not paid any of the said sums of money or any or either of them or any part thereof to the plaintiff damage of three hundred & seventy seven dollars of fifty eight cents & thereupon he brings suit:

S. H. Warner Atty for Plffs:

The Defendant will take notice that the following is a copy of the note and account described in the foregoing declaration upon which suit is brought.

Copy of note" \$221.00: Chicago Sept 19th 1834
 Thirty days after date I promise to pay to the order of
 Huntington Hadsworth Parks two hundred & twenty one
 dollars for value received payable at the Bank of Rockford
 Signed J Abraham

The following is a copy of the Account John Abraham
 to the Plaintiff Huntington Hadsworth Parks Dr
 1834 To money Lent \$221.00
 " " " paid for use of Defendant 221.00
 " " " received by Defendant for use of Plff 221.00
 " " " due on Account stated between them \$77.58
 Chicago Sept 27 1834

Mr John Abraham

Bought of Huntington, Hadseworth & Parks Manufactures
 & wholesale dealers in Clothing & Gentlemen's furnishing
 goods, 167. & 169. South Water Street Second floor

Huntington
 Phillip Hadseworth
 C. W. Parks & Co

Sol

1041	14	for Fancy Cap Pants	4	16.00
1544	21	" " Set "	2 3/4	5.
190	4	" Blk Cap "	3	12.
671	3	" " Dooskin "	4 1/4	12.75
135.	3	" " " "	4 7/8	14.25
	1	Blue cloth Stock		8.50
	21	Blk " "	9 3/4	19.
	1	" " " "		8.50
11202	1	Petersham Over Coat		7.50
174	21	Blue Beaver "	9 1/2	19.00
1613	2	Mottled Thutney "	3.75	7.50
967.	21	Green Petersham "	5 7/8	11.50
1619	2	Syon Skin "	6 1/2	12.50
1615.	21	Gray Petersham "	6	12.
8297	3	Blk cloth Sacks	5	10.
199	21	Brown. " "	5 3/4	11.
943	21	Mix' Satinett "	4 1/2	8.50
8491	21	Fluid Coat	3.75	7.50
1312	21	Cap "	4 1/2	8.50
1603	2	Blk Satinett "	3 5/8	7.25
1605	21	Cass. "	4 1/4	8.50

34

1 Doz Calico Shorts

6.50

1 " Striped "

4.75

2 " W-Mennio "

9

18.

1 " " Drawers

9.

6 pr L & W Pants

15/-

11.25

2 Doz Bel's Bags

9

4.50

1 " Buck Mitts

9.50

1 " " Gloves

10.50

2 " Socks

4

8.

2 " Wornherts

4 1/2

9.

Amt Flowd

318.25

Amt Prot food

318.25

182 3 Velvet Vests

12/-

4.50

185 3 Plush "

11/-

4.12

6 Bel's Suit "

2.00

12.00

6 Orat Stelt "

12/-

9.00

Box & Cartage

125
349.12Cr 1834 By Cash Check & Certificate of Deposits in
Bank of Rockford93.75
25537Endorsed "Filed July 23. 1837"
Wm. M. Clerk

to Recd on file

John Abraham
vs
Huntington Meadows & Parks

} This is Court
} Suit by Attachment

The Defendant in the above
entitled Cause now comes and moves the Court to Quash
the Attachment & dismiss the suit in this Cause on ac-
count of the insufficiency of the Affidavit upon which
the same was issued and because no such bond as the
law requires was filed by the Plaintiff And said de-
fendant shows that the Affidavit is insufficient and im-
proper in stating two grounds instead of one for the issu-
ing of the same And that the pretended bond is not the
bond of the Plaintiff because the same was made by
one of the Plffs only and signed by him in the name
of the others without Authority

Loop & Lathrop
Atty for Deft

United States of America
State of Illinois

} S. D.

County of Hennepin } At a regular term of
the County Court of said County begun & held at Rock
ford in said County of Hennepin on Monday the fifth
day of March in the year of our Lord one thousand
eight hundred & fifty five

Present The Honorable John W. Church Judge

William Nelson Clerk

Attest William Nelson Clerk

John S. Taylor St. Cliff

Afterward to wit March 5. 1835 one of the days of the term
of the County Court aforesaid the following entry was made
as appears of record

Henry Huntington

Phillip Hadsworth

Calvin C Parks Jr

Albumpisit

¹⁷
John Abraham

This day comes the said
Defendants by his Attorney
to submit his motion in

writing that the Attachment herein issued be quashed
And the Court having heard & considered the arguments
of Counsel for and against said motion, it is thereupon
ordered that the same be overruled

In the Hennington Court March Term A.D. 1853.
 Huntington Hadsworth & Parks

^{vs}
 John Abraham

The plaintiff by S. J. Warner Atty motions to the

Court that the proposed plea in Abatement in this Cause filed by the defendant be struck from the files and that the said defendant be required to answer to the declaration and the plaintiff shew the Court the following reasons to wit That the proposed plea in Abatement presents to Court an immaterial issue and amounts to a nullity and that the issue so presented is presented to the Court when in fact it is not the province of the Court to try said issue but that the said issue should have been for the Jury to pass upon
 S. J. Warner Atty for Plff.

Endorsed "Mo Filed

Mo 7th 1853. W. Stulen Clerk D"

And afterwards to Wit March 7 1853. one of the days of the term of the County Court aforesaid the following entry was made as appears of records.

Henry W. Huntington
 Philip Hadsworth
 Calvin Parks Jr

vs
 Asumpsit

^{vs}
 John Abraham

And now on this day (time)
 the said parties by their Attornies

And the said plaintiff by their Attorney files a motion to strike from the files of this Court the proposed plea in a statement of said Defendant & the Court having heard & considered the arguments of Counsel for and against said motion it is thereupon ordered that the same be overruled and said Defendant by his said Attorney claims judgment as upon overruling of Demurrer which the Court refuses and said Defendant excepts to the decision.

In the Hennepago County Court State of Illinois
March Term 1833.

Montgomery Hadsorck & Parks

vs
John Abraham

And the said plaintiffs by
S. S. Warner their Attorney

come and as to the plea of the said defendant by him herein pleaded say that the Attachment in this Cause ought not to be quashed because they say that at the time when & in the said plea and Affidavit alleged the said Defendant was about to remove his property from this State to the injury of the plaintiff that the said defendant was about to depart from this State with the intention of having his goods removed from this State as set forth in said affidavit and this the plaintiff pray may be enquired of by the Court try &c

S. S. Warner Atty for Plffs.

And the said defendant doth the like

Leop Lathrop

Atty for Def

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Entered "Filed March 7th 1835. The Clerk's Office"

And afterwards to wit March 8. 1835. it being one of the days
of the aforesaid term of the County Court the following entry
was made as appears of record

Henry W Huntington vs

John Abraham

Assumpsit

~~~~~ This day came again the  
said parties by their Attornies and on motion of said  
plaintiff by their Attornies and for cause shown it is ordered  
that this case be continued to the next term of this Court  
and the said defendant by his said Attorney claims judg-  
ment as upon overruling of demurer which the Court re-  
fuses and said defendant excepts to the decision

And afterwards to wit June 5. 1835. it being one of the days  
of the June Term of the Hennepago County Court the fol-  
lowing entry was made as appears of record

Henry Huntington vs

John Abraham

Assumpsit

~~~~~ This day comes the said parties  
by their Attornies and after being joined it is ordered that a
Jury come & thereupon come a Jury of twelve good & lawful
men to wit. Nathaniel Becknell Luke Oslin Theliam
McCall Dexter Warner Franklin Chiswell Clarke

Asker Edgar Jones Phil C. Watson Henry Maynard
 Andrew Buckley Louis Jackson and Robert A. Hatch
 who were duly empaneled tried & sworn well truly to
 try this cause and to render a true verdict according to
 the evidence and having heard the evidence & argument
 of Counsel retired to consider of their verdict:-

And afterward at the same June Term of the Hannibal
 County Court to wit June 6, 1833. the following entry was
 made as appears of record

Henry W. Huntington calls

^{vs}
 John Abraham

Assumpsit

Attachment

This day come again the
 said parties by their Attorneys and also come the Jurors
 empaneled & sworn to try this cause & the said Jurors ren-
 der their verdict as follows "We the jury find a verdict
 for the defendant" And thereupon the said plaintiff by
 their Attorney move for a new trial herein

Huntington Thadsworth Parks State of Illinois Hannibal
 vs
 John Abraham
 go County Court June
 Term W 1833.

Upon the return of the
 verdict of the jury in this cause the plaintiff moved
 the Court for a new trial of said cause: and assigns
 the following reasons to wit that the verdict was contrary
 to the Law & the evidence & should have been for the plain-
 tiff: That the jury should have found for the Plaintiff

disposed

expended and that the said John Abraham have
 execution therefor

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the sum of three hundred & seventy six dollars & thirty seven Cents as the Amount due the Plaintiff That the Court refused to allow the evidence of J. H. Taylor who was called by the Plaintiff to prove a conversation by Defendant at the time of the suing of the Attachment in this Cause

L. J. Warner

Endorsed Filed June 8. 1835 W. Stealin Clerk

And afterwards to wit June 8. 1835. at the same term of the Hennepin County Court the following entry was made as appears of record.

Henry W. Huntington vs.

John Abraham

Assumpsit

Attachment

This day came again the said parties by their Attornies & the Court having heard the Arguments of Counsel upon the motion heretofore made submitted on the part of said plaintiffs for a new trial herein It is ordered by the Court that the same be overruled.

And also of the same day the further order was made as follows

Henry W. Huntington vs.

John Abraham

Assumpsit

Attachment

It is further ordered by the Court herein that the said Defendant have account of the said plaintiffs his Costs & charges in this behalf

said defendants objecting to the introduction of said record & the Court overruling said objection the defendants excepted: The Plaintiff then gave in evidence the bond executed by defendants as follows:

Know all men by these presents that we Henry A Huntington Philip Wadsworth & Calvin C Parks Jr principals and Marcus C Churchill security of the County of Mennebag and State of Illinois are held and firmly bound unto John Abraham in the special sum of Seven hundred and fifty five ¹⁰⁰ dollars for the payment of which well & truly to be made we and each of us, bind ourselves, our heirs and administrators jointly and severally, and firmly by these presents sealed with our seals, and dated at Rockford this twenty second day of December AD 1837: The condition of the above obligation is such that whereas the above bounden Henry A Huntington hath on the day of the date hereof prayed an Attachment out of the County Court of said County at the suit of said Huntington Wadsworth and Parks against the estate of the above named John Abraham for the sum of three hundred and seventy seven dollars and fifty eight cents, and the same being about to be sued out returnable on the first Monday of March next to the term of the Court then to be holden: Now if the said Huntington Wadsworth & Parks shall prosecute said suit with effect: or in case of failure therein shall well & truly pay and satisfy the said John Abraham all such costs in said said suit and such damages as shall be awarded against the said Huntington Wadsworth & Parks their heirs executors or administrators in any suit or suits which may hereafter be brought for wrongfully suing out the said attachment

then the above obligation to be void, otherwise to remain in full force and effect: Taken & entered into the date first above written Wm. Stulen Clerk.

| | |
|---------------------|----------|
| Henry W. Huntington | { seal } |
| Phillip Hudsonworth | { seal } |
| Calvin C. Parks Jr | { seal } |
| W. C. Churchill | { seal } |

Endorsed //

Filed Dec 22. 1834. Wm. Stulen Clerk
The Plaintiff then introduced Charles Price who testified that he was present when J. T. Taylor Sheriff of said County took from the Plaintiff the goods described in his return endorsed on said writ of Attachment knew that said Taylor took them under said writ: That at that time said Plaintiff was carrying on the business of merchant tailor in Rockford, that witness was in his employ & that said goods constituted his main stock: that the removal of said goods principally broke up his said business & was also now injurious to him: That at the time said Taylor assisted by witness made an inventory of the items & their respective values of said goods besides the return on the writ & that they were worth according to the footings of the value of said inventory at the time of 1835: That Taylor kept the inventory & witness has not seen it since but remembers the amount of the value of the goods: Defts objected to the witness stating his recollection of the value of the goods without producing the inventory which objection the Court overruled & the defendants excepted: said witness upon Cross examination stated that he could not fix upon any value of the particular portions said goods from his recollection except from his recollection of the whole amount of

of said inventory but he knows that the value of the goods so taken by the Sheriff on the Attachment was \$487 and that he (witness) assisted Taylor in packing the same in boxes that Taylor took the goods away & the store was closed from the time of the levy of said Attachment: S. R. Franklin a nother witness for the plaintiff testified that he knew of said Sheriff Taylor taking said goods at the time mentioned in the return endorsed on said writ: That most of said goods were afterwards sold by said Taylor at public sale: Many of the goods had been injured between the time of the taking & the sale & were sold very low many of them at a great sacrifice: That Plaintiff was doing a business as merchant tailor of \$8000. to \$11,000. a year that his said business was entirely broken up: On Cross examination said witness stated that said goods were all sold at the public sale except a few which he afterwards saw in a box in the possession of said Sheriff at his house & which were not worth over twenty or thirty dollars That said goods were sold by Sheriff Taylor in December after they were taken. The Plaintiff here rested his case.

The defendants then gave in evidence the record of a judgment in the Cook County Common Pleas as follows

United States of America

State of Illinois County of Cook & S. S. Pleas before the Honorable John W. Nelson Judge of the Cook County Court of Common Pleas at a regular term of the said Cook County Court of Common Pleas within & for the County of Cook and State of Illinois begun & held at the Court house in the City of Chicago in said County on

the second monday being the tenth day of September in the
year of our Lord one thousand eight hundred fifty five and
of the Independence of the United States the Eightieth

Present the Honorable John W. Wilson Judge

Daniel M. Strong Prosecuting Attorney

James Andrew Sheriff

Attest:

Walter Kimball Clerk

Be it remembered that heretofore to wit on the thirtieth
day of August in the year of our Lord one thousand eight
hundred and fifty five Henry W. Huntington Phillip House-
worth & Calvin LeBanks Jr by Hoynes & Miller their Attorney
filed in the Office of the Clerk of the Cook County Court
of Common Pleas a certain precept for summons in words and
figures following to wit:

Cook County Court of Common Pleas

Henry W. Huntington

Phillip Houseworth &

Calvin LeBanks Jr

vs

John Abraham

Shall Clerk please issue summons
in above entitled cause in Assumpsit
to Hennebago Courtroom at next
term of Court.

Assumpsit damages \$3000

Hoynes & Miller

And afterwards to wit on the day and year last aforesaid
to wit there issued out of the office of the Clerk of said Court
the proper writ of summons in the words and figures fol-
lowing to wit:

State of Illinois
County of Cook S E To the Sheriff of Hennepago County
Greeting: We command you that you summons John Abraham
if he shall be found in your County personally to be and ap-
pear before the Cook County Court of Common Pleas of said
County on the first day of the next term thereof to be holden
at the Court house in the City of Chicago in said County
on the second Monday of September next to Answer unto
Henry W Huntington Phillip Hudsonworth & Calvin Parks Jr
in a plea of trespass on the Case on promises to the damage
of the said plaintiffs as they say in the sum of Two hundred
dollars: And have you then and there this writ with an en-
dorsment thereon in what manner you shall have executed
the same: Witness Walter Kimball Clerk of our said Court
and the seal thereof at the City of Chicago in
said County this 30th day of August A.D. 1835.
Walter Kimball Clerk

And afterwards to wit on the fourth day of September in the
year aforesaid said summons was returned to the Office of
the Clerk of said Court with the following endorsed thereon
viz

August 31 1835: Served by reading the within to the
within named John Abraham

John H. Taylor Sheriff

And afterwards to wit on the thirty first day of August in
the year last aforesaid Henry W Huntington Phillip Hud-
sworth & Calvin B Parks Jr. filed in the Office of the Clerk
of said Court their declaration copy of Account which

declaration account is in the words and figures following
to wit

Cook County Court of Common Pleas
September term A.D. 1853.

State of Illinois

Cook County S. & S. Henry W. Huntington Phillip Thel-
worth and Calvin LeDarks Jr. plaintiffs in this suit by
Stoyne and Miller their Attorneys Complain of John Abra-
ham defendant in this suit who has been summoned &c of
a plea of trespass on the case on promises &c

For that whereas heretofore to wit on the twenty
first day of August in the year of our Lord One thousand
eight hundred and fifty five to wit at the County of Cook
aforesaid the said defendant became and was indebted to
the said plaintiff in the sum of Seven hundred dollars for
divin goods, wares and merchandize before that time sold
delivered by the said plaintiff to the said defendant and
at his special instance and request and being so indebted
he the said defendant in consideration thereof afterwards
to wit on the day and year aforesaid at the County of
Cook aforesaid undertook and then & there promised the
said plaintiff to pay them the said sum of money when he
should thereunto afterwards be requested, and the said plain-
tiffs aver that the said promise was made & that the said
cause of Action accrued in the County of Cook the County
where said plaintiff reside yet the said defendant not regar-
ding his said promises and undertaking in this behalf hath
not as yet paid to said plaintiff the said sum of money
or any part thereof but so to do hath hitherto wholly neg-
lected

and refused and still doth neglect and refuse to the damage of the said plaintiff of five hundred dollars and therefore they bring their suit.

Thos W Miller Jff Atty

Wholesale Clothing Warehouse

Chicago 27th Sept 1884

Mr John Abraham

Bot of Huntington Hardware & Parks

167 and 169. South Water Street Chicago

Terms Cash

| | | | |
|-----------|---|---|-------|
| Lot 10 41 | 4 ¹ / ₂ Fancy Cap Pants | 4 | 16 |
| 15 14 | 2 ¹ / ₂ " " Sat " 2 ¹ / ₂ | | 5 |
| 190 | 4 " Blk Cap " 3 | | 12 |
| 671 | 3 " " Doc " 4 ¹ / ₄ | | 12 75 |
| 155 | 3 " " " " 4 ¹ / ₄ | | 14 25 |
| | 1 " Cloth Frocks | | 8 50 |
| | 2 " " " " 9 ¹ / ₂ | | 19 |
| | 1 " " " " " | | 8 50 |
| 1000 | 1. Petersham Over Coat | | 7 50 |
| 174 | 2 Blue Beaver " 9 ¹ / ₂ | | 19 |
| 1613 | 2 Mottled Whitney " 3 75 | | 7 50 |
| 967 | 2 Green Petersham " 5 75 | | 11 50 |
| 1619 | 2 Lyon Skin " 6 ¹ / ₄ | | 12 50 |
| 1615 | 2 Gray Petersham " 6 | | 12 |
| 8297 | 2 Blk Cloth Sacks 5 | | 10 |
| 199 | 2 Brown " " 5 ¹ / ₂ | | 11 |
| 443 | 2 M ³ Salt " 11 ¹ / ₄ | | 8 50 |
| 8091 | 2 Blue " " 3 ¹ / ₄ | | 7 50 |

| | | | | |
|------|---|--------------------------------|--------------------------------|-----------------|
| 1312 | 2 | Coat | 114. | 8.50 |
| 1602 | 2 | " | 114 | 8.50 |
| 603. | 2 | Blk Satinet | 3 ⁵ / ₈ | 7.25 |
| | 1 | Doz Calico Shirts | | 6.50 |
| | 1 | " Stripe | | 4.75 |
| | 2 | " Wht Marino Shirts | 9. | 18.00 |
| | 1 | " " " Drawers | | 9. |
| | 1 | pair Farmers & Mechanics Pants | 5 ¹ / ₂ | 11.25 |
| | 3 | G. Black Bug | 9.00 | 4.50 |
| | 1 | " Buck Gloves | | 10.50 |
| | 1 | " " Mitts | | 9.50 |
| | 2 | " Socks | 4. | 8.00 |
| | 2 | G. Over shirts | 4 ¹ / ₂ | 9.00 |
| 182. | 3 | Velvet Vests | 12 ¹ / ₂ | 4.50 |
| 185. | 3 | Plush " | 11 ¹ / ₂ | 4.12 |
| | 1 | Blk Sat Vests | 2.00 | 12.00 |
| | 1 | Drab Selt " | 12 ¹ / ₂ | 9.00 |
| | | Box & Cartage | 10 ¹ / ₂ | 1.25 |
| | | | | <u>\$349.12</u> |

And afterwards to wit on the twelfth day of September in the year aforesaid said day being one of the day of the September Term of said Cook County Court of Common Pleas the following among other proceedings was in said Court and entered of record to wit:

Henry W Huntington
Phillip Hadsoworth &
Calvin L Parks Jr

Assumpsit

Or
John Abraham

This day comes the said Plaintiff
by Hayne & Miller their Attorneys
and due personal service of process of summons issued in this
Cause having been had on the said defendant and he being
three times solemnly called in open Court comes not nor does
any person for him but herein makes default which is on
motion of said plaintiff Ordered to be taken and entered of
record wherefore the said plaintiffs ought to have and re-
cover of the said Defendant their damages herein sustained
by occasion of the premises and the Court after hearing the
allegations and proof submitted by said plaintiff being
now fully advised in the premises assesses said plaintiff
damages to the sum of Three hundred and forty nine dollars
and twelve cents.

Therefore it is considered that the said plain-
tiff do have & recover of the said defendant their damages of
Three hundred and forty nine dollars and twelve cents in
form aforesaid by the Court here assessed and also their costs
& charges by them about their suit behalf expended and
have execution therefor.

And afterwards to wit on the thirteenth day
of September in the year aforesaid there issued out of the
Office of the Clerk of said Court: The Peoples writ of *Sci*
Facias which said Writ of *Sci Facias* and the *Stipps*
return thereon endorsed is in the words & figures following

to wit

State of Illinois } The People of the State of
County of Cook S. S. Illinois To the Sheriff of
Hennepago County: Greeting:

We Command you, that of the lands and Tenements
Goods & Chatters of ^{John} Abraham Defendant in your County you
cause to be made the sum of Three hundred forty nine dollars
and twelve Cents which Henry A Huntington Phillip Hads-
worth & Calvin Parks Jr Plaintiff lately in the Cook County
Court of Common Pleas of said County at a term thereof begun
and held at Chicago in said County on the 2nd Monday of
September instant recorded against the said Defendant and
which by the said Court was adjudged to the said Plaintiff
for their damages And also the further sum of six dollars and
sixty five cents which were adjudged to the said plaintiff for
their costs and Charges in that behalf expended whereof the
said Defendant was convicted as appears to us of record And
have you these moneys ready to render to the said Plaintiff for
their damages and Costs aforesaid and make return of said
writ with an endorsement thereon in what manner you shall
have executed the same in ten days from the date hereof

Witness Walter Kimball Clerk of our said Court
Seal } And the seal thereof at Chicago in said County
this 15th day of Sept^r 11th 1853.

Walter Kimball Clerk

September 24. 1853.

By virtue of the within writ I have leased
on the following property to wit of said James: 111 pieces of
cloth consisting of Beaver broad cloth and cheep gray muling

about 150 yards: 17 pieces of light cloth for trimmings and
 lining about 350 yards. 33 Shirts: 26 pair drawers: 17 pieces of
 binding 4 bunches silk cord 8 pieces silk cord. 15 Coats: 8 Vests
 1 piece Horsted braud 15 gross buttons and 5 boxes of buttons

John S. Taylor Sheriff

Nov 2nd 1853.

Sold by virtue of the within writ of execution en-
 ough of the within described property to satisfy said execu-
 tion. Paid Debt & Costs to Plaintiff

John S. Taylor Sheriff.

| | | | |
|--------------|----------|--------------------|-----------|
| Demand | \$353.77 | Paid J Hudsonworth | \$119.35. |
| Interest | 3.00 | " Storage | 3.00 |
| Sheriff fees | 9.32 | | \$122.35. |
| | \$368.19 | my fees | 9.35 |
| Deduct | 131.67 | | \$131.67 |
| | \$236.42 | | |

Draft endorsed for \$236.42 in favor of Plaintiff.

John S. Taylor Sheriff.

Received full satisfaction on the writ in execution inclu-
 ding damages & Costs Huntington Hudsonworth & Parks

State of Illinois I Walter Kimball Clerk of Cook
 County of Cook S B County Court of Common Pleas and
 for said County do hereby certify that the above and follo-
 wing is a full and true transcript of all the papers on file
 in my Office and of the proceedings entered of record in the
 Case of Henry W Huntington Phillip Hudsonworth & Calvin
 W Parks are Plaintiff and John Abraham defendant
 in an Action of assumpsit.

In testimony whereof I have hereunto subscribed
my name and affixed the seal of said Court at
the City of Chicago in said County this 26th day
September A.D. 1856.

Walter Kimball Clerk

To the introduction of which record the plaintiff objected
which objection the Court overruled:

Morris J. Wright a witness for said Defendants testified that
said John S. Taylor Sheriff died in November last that
soon after his death the witness took a small lot of goods,
cloths & clothing which he found in a box at the place men-
tioned by said witness Franklin understood to be the resi-
dence of the said goods taken by said Taylor on said writ
of Attachment that he the witness took them on an execution
which he as Constable held against said plaintiff, that he
afterwards sold them on said execution at public sale for about
the sum of \$11.⁰⁰ & that said plaintiff knew of said sale or
that it was going to be made:

The defendant then to sustain the issues on the second
& fifth 3. Pleas produced the papers & record of a suit
& judgment in the Hennepago Circuit as follows:

State of Illinois Hennepago Circuit Court of September Term
1855. vs. John Abraham

Henry Huntington Philip Hudson & Calvin C. Parks the Assignees
vs. The Defendant

Damages \$5000

The Clerk will please issue summons in Above Cause directed
to the Sheriff of Cook County Illinois in an Action of Trespass
on the Case Damages five Thousand Dollars \$5000
To W. Spafford Clerk

& Obliq
Loop & Sathrop
Atty for Plff

Rockford Ill Aug 15 1855

Endorsed Filed August 15. 1855. W. Spafford Clk

State of Illinois } The People of the State of Ill
Hennepago County S. S. } inow to the Sheriff of Cook
County Indiana: We Command you that you summon Henry
W. Huntington Phillip Hudsonworth & Calvin C. Parks if they
shall be found in your County, personally to be & appear be
fore the Circuit Court of said County of Hennepago on the
first day of the next term thereof to be holden at the Court house
in Rockford in said County of Hennepago on the 24th day
of September next to answer unto John Abraham in a plea
of Trespass on the Case to the damage of the said Plaintiff
as he says in the sum of five thousand dollars. And have
you then & there this writ with an endorsement thereon in
what manner you shall have executed the same.

S. S. } Witness Charles W. Spafford Clerk of our said Court &
the seal thereof at Rockford Aforesaid this 15 day of
August A. D. 1855.

Attest Charles W. Spafford

Clerk of the Circuit Court

Endorsed "Served by reading to the within named Calvin
W Parks the 30th August 1855. The other Defendants not found
24th September 1855.

| | | |
|-----------|----------------------|--------|
| 1 Service | 50 | PA by |
| 1 Miles | 5 | Alffo. |
| 1 Return | 10 - 65 ^c | |

James Andrae Sheriff Cook County Ills
By Jas Snow Deputy."

Hennepago County Circuit Court of the ^{State of Illinois} ~~United States~~ Term 1855.

Hennepago County S. S. E. John Abraham
plaintiff in this suit by Soop & Lathrop his Attorneys Com
plainants of Henry W Huntington Phillip Hadsworth Calvin
W Parks & ~~And Maxwell & Charles~~ Partners trading and
doing business under the name & style of Huntington Hadsworth
& Parks of a plea of trespass on the case: Sheweth whereas before
and at the time of the suing out of the writ of Attachment herein
after mentioned the said plaintiff was engaged in business in
the City of Rockford in said County of Hennepago as a Merchant
Taylor and General dealer in cloths and clothing by means
of which said business the said plaintiff had been & was at
the time of the suing out of said writ of Attachment by the
defendants as hereinafter mentioned making great gains and
profits and had in his said business acquired and then
enjoyed the confidence of the business men and citizens of
this State and at the time of the suing out of the said writ
of Attachment the said plaintiff in this suit was not absent

to remove his property from this State to the injury of the
said defendants nor was said plaintiff about to depart from
this State with the intention of having his effects removed from
this State. Yet the said Defendants well knowing the promises
intending to harass, oppress impoverish and wholly ruin
the said plaintiff on the twenty second day of December A D
eighteen hundred fifty four at Rockford in the County afore-
said without any reasonable or probable cause whatsoever false-
ly fraudulently and maliciously caused an affidavit to be
filed in the Office of the Clerk of the County Court of Illinois
bago aforesaid falsely charging that the said plaintiff was then
about to remove his property from this State to the injury of the
said Huntington Hudsonworth & Parks and that the said plain-
tiff was then about to depart from this State with the intention
of having his effects removed from this State and that the
said Defendants by the name of Henry W Huntington,
Phillip Hudsonworth & Calvin C. Parks At then & there, to wit
on the said twenty second day of December in the year a-
foresaid and at the place aforesaid maliciously & without
any reasonable or probable cause whatsoever caused to be issued
out of and under the seal of the said County Court a certain
Writ Commonly called a writ of Attachment bearing date the
day and year last aforesaid directed to the Sheriff of the said
County of Hennepin which said Writ commanded the said
Sheriff to Attach so much of the estate of the said plaintiff
to be found in said County as should be of value sufficient
to satisfy to the said defendants the sum of three hundred
& seventy seven dollars & fifty eight Cents debt besides costs
And that the said defendants caused the said writ of

Attachment on the same day and at the place aforesaid to be placed in the hands of John St. Taylor then Justice and now being Sheriff of the said County to execute and upon the same day and at the place aforesaid the said defendants caused the said Sheriff to attach and take for the said defendants the goods merchandize and personal property of the said plaintiff to a large amount to wit, to the amount & value of three thousand dollars And that Afterwards to wit in the June Term of the said County Court A.D. eighteen hundred & fifty five such proceedings were had in the said Court upon the said Attachment and that the said Attachment by the judgment & consideration of the said Court was quashed as by the records remaining in the said Court will more fully appear And the said plaintiff avers that by reason of the said false fraudulent and malicious suing out of the said Attachment against him by the said defendants he has been deprived of his goods merchandize and personal property so taken upon the said Attachment & converted by the said defendants to the value of three thousand dollars that his business was by that means broken up and destroyed by the said defendants and that his credit was thereby impaired and destroyed by the said defendants to wit at the time & place aforesaid And also for that the said defendant on the twenty second day of December A.D. eighteen hundred & fifty four at Rockford in the County of Hennepago aforesaid maliciously and without any reasonable or probable Cause sued out of the Clerk's Office of the County Court of Hennepago County aforesaid a certain other writ

2 amt.

Commonly called a writ of Attachment bearing date the same day and year last aforesaid. And returnable to the March Term of the said Court At Eighteen hundred & fifty five. which said last mentioned writ of Attachment was afterwards to wit. on the said 22^d day of December A.D. 1834 placed by the said said defendants in the hands of the Sheriff of the said County to execute whereby the said Sheriff was Commanded to attach so much of the estate of the said plaintiff to be found in said County as should be of value sufficient to satisfy to the said defendants the sum of three hundred & seventy seven dollars & fifty eight Cents debt besides Costs: Now the plaintiff in fact saith that at the time of the suing out of the said last mentioned writ of Attachment he was not nor at any time previous thereto had been about to remove his property from this state to the injury of the said Defendants Huntington Hudson & Parks nor was the said plaintiff then about to depart from this state with the intention of having his effects removed from this State as the said Defendants in the Affidavit filed by them in the Office of the Clerk of the said County Court to obtain the said last mentioned writ of Attachment did falsely allege of which the said defendants were then & there well knowing. Yet contriving and maliciously intending to vex injure and oppress the plaintiff in this particular and to the utmost of their power to injure the plaintiff's credit, business, and reputation they the said defendants on the said 22^d day of December A.D. 1834 at Rockford in the County aforesaid maliciously and without any reasonable or probable cause by force of the said last mentioned writ of Attachment so

maliciously and without any reasonable or probable Cause
 sued out as aforesaid and under Colour of the law did Cause
 to be attached and taken for the said defendants the goods
 merchandize and personal property of the said Plaintiff
 of great value to wit of the value of three thousand dollars
 and the said Plaintiff further avers that afterwards to wit
 in the June Term of the said County Court A.D. Eighteen
 hundred fifty five such proceedings were had in the said
 Court in said last mentioned Cause and upon the said last
 mentioned attachment put that by the Consideration and
 judgment of the said Court the said Attachment was quashed
 as by the records of the said Cause remaining in the said
 Court will now fully appear: whereby and by means ^{said} of last
 mentioned Cause and malicious proceedings and suit
 so taken & prosecuted by the said defendants against the
 Plaintiff he the said Plaintiff was unjustly compelled to
 lay out & expend great sums of money in defending the
 said last mentioned suit and was greatly injured in his
 good name fame credit and reputation to wit at the time
 and place last aforesaid to the great damage of the said
 Plaintiff to wit to his damage five thousand dollars & there
 fore he brings suit &c

Loop & Lathrop
 Attys for Plff

Endorsed "Amended Declaration"

"Filed July 21, 1856."

Chas Spafford Clerk

Shirley W Huntington
 Philip Hildsworth
 Calvin C. Burks
 vs
 John Abraham

Hennelago Co Cir Court
 Sept Term AD 1853
 case:

And the said Defendants by
 R. S. Jenks their Attorney comes to defend the wrong and
 injury when & and says that the said Declaration of
 the said Plaintiff and the matters and things in man-
 ner and form as they are charged alledged and set
 forth are not sufficient in law for the said Plaintiff to
 have and maintain his aforesaid Action thereof against
 them. And this they are ready to verify

Jenks for Defs

And for special Cause of Demurrer they assign the fol-
 lowing Causes:

- 1st The declaration does not alledge that the writ of at-
 tachment was issued maliciously and without probable
 Cause; 2^d It set forth and claims damages for the con-
 version of goods which are not legitimate matters upon
 which to claim damages in this form of Action
- 3^d The declaration is not signed and is otherwise
 informal &c

Endorsed

Telcd Oct 1. 1853 W Spafford Clk

United States of America
 State of Illinois Hennelago County: Pleas before the Hon
 Benj R. Shelton Judge of the fourteenth Judicial Circuit

of the State of Illinois at a Term of the Hennepago County Circuit Court began held at the Court House in Rockford in said County of Hennepago on the 24 day of September in the year of our Lord one thousand eight hundred of fifty five

Present the Hon^{ble} Benj R Sheldon Judge
 Wm Brown States Attorney
 John S. Taylor Sheriff

Attest C. M. Spafford Clerk

Afterwards to wit on the 2 day of October 1835. being of the September term aforesaid the following entry was made as appears of record

John Abraham

vs

Shirley W Huntington
 Phillip Hadsworth &
 Calvin C Parks

And now comes the Defendants
 Huntington & Hadsworth by their
 Attorney ^{Parks} enter their Appearance
 herein. And the argument of

Counsel being heard on the Demurer of Defendants to Plaintiffs Declaration the Court sustains the same with leave to Plaintiff to Amend his Declaration

Shirley W Huntington
 Phillip Hadsworth
 Calvin C Parks

Hennepago Cir Court Clerk
 Term 1836.
 Case

At
 John Abraham

And the said Defendants
 by Parks & Fuller their Attorneys come & defend the

force and injury when so: And say that they are not guilty of the said supposed grievances laid to their Charge or any or either of them or any part thereof in manner and form as the said Plaintiff hath afore themof complained against them: And of this they the said Defendants put themselves up on the Country so

Penks & Fuller Defts Uxrs

And for a further plea in this behalf as to so much and such parts of Plaintiff declaration as relates to the taking and converting the said Three thousand dollars worth of property in Plaintiff declaration mentioned the said Defendants say Action because they say that heretofore to wit on the 22^d day of December A D. 1854. The said Plaintiff was indebted to the said Defendants in a large sum of money to wit in the sum of four hundred dollars: And the said Plaintiff being so indebted to the said Defendants on said day as aforesaid had removed and was removing his said property from the State of Illinois to the injury of his said Plaintiff Creditor: And the said Defendants without any malice against the said Plaintiff and for a reasonable & probable cause on said day caused an Attachment to be issued out of the Clerks Office of the County Court in & for the County of Mennebag State of Illinois (And the said Defendants aver that said writ of Attachment was regularly and legally issued out of said Clerks Office and that said writ of Attachment in due form of law was regularly & legally directed to Sheriff of the County of Mennebag Illinois for service to wit one John H. Taylor And afterwards to wit on the day or year aforesaid the said Taylor then

being Sheriff as aforesaid after the issuing of said writ of Attachment and before the return day thereof took certain articles of property of the value of to wit four hundred dollars being the same goods & chattels & none other referred to in said Declaration on said writ of Attachment so issued as aforesaid in favor of the said Defendants and against the property real & personal of the said Plaintiff for the purpose of holding the same subject to such further order and direction as should be made by said County Court in the said attachment proceedings as aforesaid and at the same term of the County Court in & for the County of Hennepago State of Illinois the said Attachment writ having been quashed by the order & direction of said County Court afterwards after the determination of such Attachment proceedings before the commencement of this suit the said Defendants caused & procured a tender of said goods in Plaintiff's declaration mentioned to be made to the said Plaintiff which he the said Plaintiff then & there refused to receive: And this the said Defendants are ready to verify whereupon they pray judgment of so much & such parts of Plaintiff's declaration as relates to the taking & converting of said property &c

Pinko & Fuller Defts Attys.

Endorsed "Filed July 26, 1836.

C. H. Spafford Clk

John Abraham

71
Chintington Hudson & Pinko

And the said plaintiff as to the first plea of the said

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defendants above pleaded and wherein the said Defendants have put themselves upon the Country doth the like

Loop & Luthrop

Atty for Plff

And the said Plaintiff as to the plea of the said defendants by them secondly above pleaded says that the same is not sufficient in law to bar the said Plff and he demurs thereto & prays Jud^t so

Loop & Luthrop Atty for Plff

Endorsed

"Filed Feb'y 26. 1836.

Chas Spafford Clk

And afterwards to wit on the 26 February 1836. being one of the days of the February Term of the Hennebag County Circuit Court: the following entry was made as appears of record

John Abraham

v

Henry W Huntington

Philip Hadsworth

Calvin L Parks

Resp on the Case.

And now come on to be heard the

Argument of Counsel on Plaintiff

Demurrer to Defendants Plea herein. And the Court being fully advised thereon overrules the same.

John Abraham

v

Huntington Hadsworth

Parks

And the said plaintiff as to the plea of the said Defendants by

them secondly above pleaded says /preclude them because /
says that the said writ of Attachment in the said plaintiff
declaration and in the said defendants pleas mentioned was
sued out without any reasonable or probable cause as is in and
by the said declaration alledged and this the said plaintiff
prays may be enquired of by the Country &c

Loop & Lathrop Atty for Plff
And the said Defendants do the like
Parks & Fuller

Endorsed Filed Feb'y 26. 1836.

Ch Spafford Clk

And afterwards to wit on the 1st March 1836 of the February
Term of said Hennepin County Circuit Court the it being
one of the days of said term of Court the following entry was
made as appears of record

John Abraham

(101)

Henry W Huntington Sheriff
Phillip Hadsworth
Calvin C Parks

And now comes the Plaintiff
by Loop & Lathrop his Attorneys
And the Defendants by Fuller & Parks their Attorneys also
come and issue being joined It is ordered that a Jury time
& thereupon come a Jury of good lawfull men who being du-
ly empaneled tried and sworn well study to try the issue
joined and having heard the evidence and argument of
Counsel they retire to consider of their verdict and thereafter

they returned into Court with the following verdict to wit
 That the jury find the Defendants not guilty & thereupon the Plain-
 tiff moves the Court for a new trial herein

And also to wit on the 3 day of March 1836. one of the days
 of said February Term the following entry was made as appears
 of record:

John Abraham

(17)

Henry A Huntington

Phillip Hadswoorth

Calvin C Parks

And now comes the Plaintiff by his
 Attorney and withdraws his motion
 heretofore made for a new trial herein
 It is therefore ordered and considered by the Court that the
 said Defendants have & recover of the said plaintiff their costs
 & charges herein expended & that they have execution there-
 for.

The defendant at the same time offered & proposed
 to prove that the same evidence was given by the Plaintiff in
 respect to the damages as was given in this suit all of which
 testimony the plaintiff objected to & the Court sustained the ob-
 jection & excluded the same to which decisions of the Court the
 defendants excepted. This being all the material evidence
 the case was submitted to the jury who returned a verdict
 for \$755.¹⁶/₁₀₀ Debt & \$755.16 damages. Whereupon said de-
 fendants moved for a new trial in arrest of Judgment
 on the grounds as follows:

Then Sir Court
John Abraham

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Henry W Huntington &c And the said Defendants come
to move for a new trial herein for
the following reasons

- 1st The verdict of the Jury is contrary to the evidence
- 2^d The verdict of the jury is against the Law
- 3^d The verdict is for excessive damages not warranted by the evidence

4th There was no proof of any recovery of a Judgment against the parties plaintiff in the original Attachment suit.

And the said Defendants move in arrest of judgment for the reason that the declaration in this Cause contains no averment that the plaintiff had recovered any judgment against the said Henry W Huntington Phillip Hadsworth & Calum L Parks Jr for wrongfully suing out said Attachment: And because there has been no proof of such judgment And because said Declaration does not contain sufficient averments to warrant said verdict:

I Move for Defts

Which said motion the said Court took under advisement until the next term of said Court And now at the present April Term A D 1857. of said Court come the said parties by their Attornies & the said Court being advised herein overruled said motions & judgment is hereupon rendered on said verdict for \$755.¹⁰⁰ debt to be discharged upon the payment of the damages assessed to wit \$755.¹⁰⁰ & costs of suit. To

which decision of the Court the Defendants excepted & prays this his bill of exceptions may be signed & sealed & made a part of the record in this Cause. And it is done Accordingly

Benj R Sheldon (seal)

State of Illinois

Kennebago County S. S. I Morris B. Derrick Clerk
of the Circuit Court in & for said County do hereby certify that
the foregoing are true copies of the files & records in my Office
in the Above entitled cause

Witness my hand & the seal of said Court at
the City of Rockford this Fifth day of
February A.D. 1858...

Morris B. Derrick, Clerk.

Attest: me Pres. P. by Jason Marshday.

John Marsh
Atty. Rockford Ill.



5
H

Know all men by these presents that we Henry A Huntington Philip Hadsworth Calvin C Parks & Marcellus C Churchill as principals and Elisha S. Hadsworth & Jason Marsh as surety are held of firmly bound unto John Abraham in the penal sum of Seven hundred dollars lawful money of the United States for the faithful payment of which we bind ourselves our heirs executors Administrators jointly and severally firmly by these presents: In witness whereof we have hereunto set our hands and seals this 16 day of May 1837.

The condition of the above obligation is such that whereas on the 30 day of April A D 1837 in the Hennepago County Circuit Court the above named John Abraham recovered a judgment against the above bound Henry A Huntington Philip Hadsworth Calvin C Parks & Marcellus C Churchill for the sum of seven hundred fifty five dollars and sixteen cents besides cost of suit and to remove said judgment to the Supreme Court of the State of Illinois the said defendants stayed an appeal: Now therefore if the said Henry A Huntington Philip Hadsworth Calvin C Parks and Marcellus C Churchill shall pay the judgments and interest and damages in case said judgment shall be affirmed in said Supreme Court And said Henry A Huntington and the other defendants herein named shall prosecute said appeal in said Supreme Court with due diligence then this bond to be void & of no effect otherwise of force.

Henry A Huntington seal

By C. C. Parks his Atty in fact

Philip Hadsworth seal

C. C. Parks seal

E. S. Hadsworth seal

seal

Jason Marsh seal

Endorsed:

Filed & approved May 25. 1837.

M. B. Denick Clk

State of Illinois

Hennepago County Circuit Clerk's Office S. S. J. M. B. Denick
Clerk of the Circuit Court in & for said County do hereby certify

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the foregoing to be a true copy of the Appraiser bond on file in
my Office in case of John Abraham vs Henry A Huntington
tells that it is the whole of such original duly compared there
with by that the same should be a part of the record trans-
mitted by me to the Supreme Court in the foregoing entitled
Cause:

Witness my hand & the seal of said Court at the
City of Rockford this 8th day of June 1838.

M B Derrick Clerk

By A. T. Pennoyer Dep. Clerk

State of Illinois
 Supreme Court
 Henry A. Huntington
 Philip Wadsworth Calvin
 & Parks, Marcellus &
 Churchill appellants.

April Term
 AD 1858. -

John Abraham
 appellee

Afterwards
 to wit on the 21st day of April AD 1858.
 at this same term of said Court, before
 the Justices thereof came the said Henry
 A. Huntington Philip Wadsworth Calvin
 & Parks & Marcellus & Churchill by
 Hagen Miller & Lewis their attorneys
 and say that in the record and
 proceedings aforesaid and also in
 the rendition aforesaid of the judg-
 ments aforesaid there is manifest
 error in this to wit, that the declaration
 aforesaid and the matters therein con-
 tained are not sufficient in law
 for the said John Abraham to have
 or maintain his aforesaid action
 thing against them the said Hen-
 ry A. Huntington Philip Wadsworth
 Calvin & Parks and Marcellus &

Churchill - There is also error in this
to wit - That by the record aforesaid it
~~appears~~ it appears that the judgment
aforesaid in favor aforesaid given was
given for the said John Abraham against
the said Henry A. Huntington Philip
Madson with Calvin L. Parks & Marcellus
C. Churchill. - whereas by the laws of the
land said judgment ought to have
been given for the said Henry A. Hunting-
ton Calvin L. Parks Philip Madson with
& Marcellus C. Churchill, and against
the said John Abraham.

There is also error in the refusal of the
Court on the trial of said cause to receive
the evidence offered by the defendants
in said suits to show that the same
^{testimony}
~~evidence~~ was given in the said at forth
in defendants second plea in respect
to damages as was given in this suit.

There is also error in the refusal of the
Court to grant said defendants motion
for a new trial of said cause.

There is also error in the refusal of said
Court to grant said defendants
motion in writ of judgment ~~stop~~
for and the said Henry A. Huntington
Philip Madson with Calvin L. Parks

and Marshall C. Churchill pray
that the payments of money for
the errors of our civil may be reversed
annulled and altogether ~~be~~ held
for nothing: and that they may
be returned as —

Wm. Miller & Lewis
Attorneys

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Wm. bago County
Sircuit Court

John Abraham

vs.

Henry A. Huntington
et al.

Record & receipt
of monies

Filed April 26. 1858
L. Leland
Clerk

Filed April 27. 1858
L. Leland
Clerk

State of Illinois
Supreme Court 3^d Division
Henry A. Huntington
Philip Madsen
William LeFaire, Jr.
Marcellus C. Churchill
vs
John A. Abraham

vs John A. Abraham

Now come the
said Plaintiff in error by LeFaire
their attorney and by Special
Leave of the Court assigns in this
case additional errors that

1st There is also error in sustaining
the demurrer to the second
third and fourth pleas of Defendants
below

2^d There is also error in rejecting
the record of a former trial for
the same identical cause of
action assigned as grounds of
the conviction of the bond upon
which this suit is brought when
record was offered as evidence under
the 5th (addendum) plea of Defendants
below

3^d There is also error in rendering judgment for Plaintiff below to the amount of Seven Hundred and fifty five dollars and sixteen Cents Damages for that there is no track assigned in the Declaration upon which the Court could render judgment for the amount exceeding nominal Damages.

4th There is also ^{error} in the finding of the Jury then for the Court erred in rendering judgment thereon for damages.

5th There is also error in the Record aforesaid in not showing who or how many jurymen were impanelled & sworn to try the cause.

6th There is also error in the Record in that the judgment or the verdict judgment for Debt is in figures.

7th There is also error in sustaining the General Verdict to Third & fourth amended Pleas and answering it as to the pleas amended.

and 4th (all other) Pleas

8th There is also error in the Pleas
aforesaid in Sustaining the Demurrer
to the third and fourth amended
Pleas

9th There is also error in the Record
aforesaid in Rejecting of the Cause
in the Marquette County Circuit
Court upon a Verdict under
the fifth Plea of Defendants below

X
And the said Henry A. Huntington,
Tim Phelps Masworth Cabell & Partners
and Marcellus C. Churchill pray
that a Surpassage may be awarded
and that the judgment aforesaid
for the errors aforesaid may be
reversed annulled and altogether
null and void and that they
may be restored to

W. H. Parker

Atty for Pff in
error

In nulla est erratum

J. L. Loope
for Defs.

+ 10th There is also error in connecting
the objection to the record of the record
in the cause in the Circuit Court
page 25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

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~~288~~ 63

Add. asg't of Enos

Filed April 30, 1858
Leland
CLM

Know all Men by These Presents, That we Henry A Huntington Philip Madsenworth Calvin L Parker James and Marcelles C Churchill as principal, and Elisha Madsenworth as security, are held and firmly bound unto

penal sum of one Thousand Dollars in the good and lawful money of the United States, for the payment of which, well and truly to be made, the said Henry A Huntington Philip Madsenworth Calvin L Parker James & Marcelles C Churchill & Elisha Madsenworth bind themselves their heirs, executors, and administrators, jointly, severally, and firmly by these Presents.

Witness, their Hands and Seals

this 4th day of May A. D. 1858

The Condition of the above Obligation is such, That, whereas, the above named John Abraham did, at the April Term of the Marago County Circuit Court, held in and for the County of Marago in the State of Illinois, A. D. 1857 recover a judgment against the above bounden Henry A Huntington Philip Madsenworth Calvin L Parker James & Marcelles C Churchill for the sum of Seven Hundred & fifty five Dollars and Sixteen Cents left to be discharged upon the payment of Seven Hundred and fifty five Dollars and Sixteen Cents together with cost of suit. ~~for the sum of~~ to reverse which said judgment, the said Huntington Madsenworth Parker & Churchill have sued out a Writ of Error from the Supreme Court, within and for the Third Grand Division of said State. Now if the said Huntington Madsenworth Parker & Churchill shall duly prosecute said Writ of Error, and pay, or cause to be paid, all judgments, costs, interest and damages which the said Supreme Court shall adjudge against said Huntington Madsenworth Parker & Churchill and abide the order and judgment of said Supreme Court in this behalf, then this obligation is to be void, otherwise to remain in full force and effect.

H. A. Huntington [SEAL.]

Philip Madsenworth [SEAL.]

C. C. Clark [SEAL.]

E. Madsenworth [SEAL.]

Marcelles C Churchill [SEAL.]

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Huntington
et al
- vs -

Abraham

Super Board

Filed May 15, 1888

L. Leland
Clerk

Superior
Board

STATE OF ILLINOIS, }
Clerk's Office of the Supreme Court. } ss.

I Hereby Certify, That a Writ of Error hath issued from this
Office for the Reversal of a judgment obtained by John
Abraham

against Henry A Huntington, Philip
Wadsworth, Calvin C. Parkes, and Marcellus C. Churchill
in the Circuit
Court of Winnebago County, at
the April Term, in the year of our Lord one thousand
eight hundred and fifty seven in a certain action of Debt
which Writ of Error is to
operate as a Supersedeas, and as such is to be obeyed by all concerned.

Given under my hand, and the Seal of
the said Supreme Court, at Ottawa;
this 15th day of May
in the year of our Lord one thousand
eight hundred and fifty eight

S. Seland
Clerk of the Supreme Court.
by J. B. Rice Deputy

Henry A. Huntington
& others vs

John Abraham
Expendeas

Served the within writ
by reading the same to
John Abraham and to
Morris B. Herrick, Clerk
of the Circuit Court of
Winnebago County, Illinois,
this 21 day of May 1859.

Samuel J. Church
Shuff of Winnebago, C

| | |
|---------|------------|
| Service | 100 |
| Miles | 25 |
| Return | 10 |
| | <u>125</u> |

Filed Apr. 19. 1859.
J. L. L. Clerk

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the County Winnebago Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of Winnebago County, before the Judge thereof, between John Abraham

plaintiff, and Henry A. Huntington Phillip, Wardworth Calvin C. Parkes and Marcellus B. Churchill

defendants, it is said manifest error hath intervened, to the injury of the aforesaid Defendants

as we are informed by their complaint 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 15th day of May in the Year of Our Lord one thousand eight hundred and fifty-eight.

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

~~287~~ 63

Henry A. Huntington
& others vs

John Abrahamson
Writ of Error

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

S. Leland

CLK.
by J. D. Rice Deputy

Filed May 15th 1858

S. Leland

CLK.

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

To the Sheriff of the County of Winnebago ——— Greeting :

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of Winnebago County, before the Judge thereof, between John Abraham ———

plaintiff, and Henry A Huntington, Phillip Wadsworth,
Calvin C. Parks and Marcellus B. Churchill ———

defendants, it is said that manifest error hath intervened, to the injury of the said

Defendants ———

as we are informed by their complaint, ——— 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

John Abraham ———

that he 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 he 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 John Abraham ———

notice, together with this writ.

Witness, The Hon. JOHN D. CATON, Chief Justice
of our said Court, and the Seal thereof, at Ottawa,
this 15th day of May ——— in the
Year of Our Lord One Thousand Eight Hundred
and Fifty-Eight ———

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

~~267~~ 63

Henry A. Huntington
Father vs

John Abraham
Scire facias

Served by Reading
the within writ to
John Abraham this
21 day of May 1838
Saml Church
Sheriff of Wm. County

Service 60.
May 5
Return 10
75

Filed Apr. 19. 1859
L. W. Land Clerk.