

14324

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

# Supreme Court of Illinois

Kuffer

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vs.

March

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71641  7

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STATE OF ILLINOIS,  
SUPREME COURT,

Third Grand Division.

14324

No. 195.

*Hubbard  
vs  
Marshall*

1862

*DePasqua*

LaSalle County Court September term AD 1861  
State of Illinois

LaSalle County } &

Record of the proceedings,  
Orders Judgments and Decrees held and taken  
in and before the County Court, in and for  
the County of LaSalle and State of Illinois at  
a regular term thereof Commenced and held  
at the Court House in Ottawa on Monday the  
second day of September in the year of our  
Lord One thousand Eight Hundred and Sixty  
one, and of the Independence of the United  
States of America the eighty sixth -

Court met pursuant to Law -

Present Hon. John C. Champlin Judge

Philo Lindley Clerk

En L. Waterman Sheriff

Be it remembered that on the 15<sup>th</sup> day of  
August A.D. 1861 a declaration was filed which  
Declaration is in the words and figures fol-  
lowing to wit;

State of Illinois } County Court of said County  
LaSalle County } September Term A.D. 1861  
Nicholas Mace the Defendant  
in this suit was summoned to answer

Herrmann Kupper the plaintiff in this suit of  
 a plea of trespass on the case upon promises  
 & thereupon said plaintiff by Deland & Deland  
 his attorneys complains, for that whereas the  
 said defendant on the sixteenth day of May  
 A.D. 1861 at Peru Ill. to wit at said County  
 made his certain bill of exchange in the  
 words & figures following:

"Exch<sup>y</sup> for \$305<sup>21</sup> — Peru Ill. May 16<sup>th</sup> 1861

N<sup>o</sup>. 14476 — At Sight of this my first of exchange  
 (to be unpaid) pay to the order of R. G. Parks Esq.  
 three hundred and five &  $\frac{21}{100}$  dolls in funds current  
 to-day value received and charge to account of  
 To Hoffmann & Gelpcke } New<sup>y</sup> Meic "  
 Chicago Ill } "

and then and there delivered said bill of  
 Exchange to Rollin G. Parks, to whom or to whom  
 order the same was therein made payable by  
 the name & description of R. G. Parks Esq. — and  
 thereby the said defendant then & there  
 requested Francis A. Hoffmann & Otto Gelpcke  
 Co-partners in business under the name style  
 of firm of Hoffmann & Gelpcke by their <sup>Said</sup> firm  
 name of Hoffmann & Gelpcke to pay at sight  
 of said bill of exchange to the order of said  
 Rollin G. Parks, the sum of three hundred  
 and five dollars and twenty one cents  
 in funds current on the day of the date

of said bill of exchange, for value received -  
 and the said Rollin G. Parks after the making  
 & delivering, of said bill of exchange as aforesaid. &  
 before the payment of said sum of money  
 therein specified or any part thereof, to wit,  
 on the day & year aforesaid to wit; at said  
 County, <sup>indorsed</sup> said bill of exchange to said plaintiff  
 as follows, "Pay H. Kupper Esq  
 or order

R. G. Parks "

by which said indorsement the said Rollin G.  
 Parks, then and there ordered & appointed the  
 said sum of money in said bill of exchange  
 specified, to be paid to said plaintiff & then &  
 then delivered said bill of exchange so endorsed,  
 to said plaintiff - and said plaintiff avers  
 that afterwards to wit, on the twenty second day  
 of May A.D. 1861, to wit; at Chicago in said State &  
 at the office of said firm of Hoffmann & Gelpcke  
 in said Chicago, the said bill of exchange  
 was presented & shown to said firm of Hoff-  
 mann & Gelpcke for payment thereof & the said  
 firm of Hoffmann & Gelpcke were then & there  
 requested to pay said sum of money therein  
 specified according to the tenor and effect of  
 said bill of exchange - but that the said firm  
 of Hoffmann & Gelpcke did not, nor would, at  
 the <sup>said</sup> time when said bill of exchange was so

presented and shown to them, for payment thereof as aforesaid or at any time before or afterwards, pay the same or any part thereof according to the tenor and effect of said bill of Exchange, but then & there 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, to wit, at Caballe County, had notice, by means whereof the said defendant then & there became liable to pay said plaintiff said sum of money in said bill of exchange specified when he the said defendant should be thereunto afterwards requested, being so liable the said defendant, in consideration thereof afterwards, to wit, on the day and year last aforesaid, to wit, at <sup>said</sup> Caballe County, undertook & then & there faithfully promised said plaintiff to pay him said sum of money in said bill of exchange specified when he, said defendant should be thereunto afterwards requested and although afterwards, to wit, on the day and year last aforesaid said defendant was duly requested to pay the same, yet he refused & still refuses to pay the same or any part thereof, & the same remains wholly unpaid -

And also for that whereas the said defendant heretofore, to wit, on the fifteenth day

5

defendant heretofore, to wit, on the fifteenth day  
 of July A.D. 1861 to wit, at said ~~County~~ LaSalle  
 County was further indebted to said plaintiff  
 in a large sum of money, to wit, in the sum  
 of five hundred <sup>sum of</sup> dollars, ~~therefore~~ <sup>sum of</sup> lent & advanced  
 by said plaintiff to said defendant at the  
 special request of said defendant - & being  
 so indebted, in consideration thereof the said  
 defendant afterwards, to wit, on the day & year  
 last aforesaid, to wit, at said County, under-  
 took & then & there promised the said plaintiff  
 to pay him said sum of money when he should  
 be thereunto afterwards requested, and although  
 afterwards, to wit on the sixteenth day of July A.D.,  
 1861 said defendant was duly requested to  
 pay the same, yet he refused & still refuses  
 to pay the same or any part thereof, & the  
 same remains wholly unpaid - all of  
 which <sup>is</sup> to the damage of said plaintiff of  
 five hundred dollars & therefore he brings  
 his suit &c

Seland & Seland  
 Trffs Attys

The original bill of Exchange above declared upon  
 (& a copy of which is contained in the Special Count)  
 will be offered in evidence under each count  
 of the foregoing now

"Entered"

S. S. —

Filed Aug. 15<sup>th</sup> 1861

Philo Lindley Clerk  
 J. J. Crawford Deputy

Be it also remembered that on the third day of September 1861 the same being one of the days of said term of said Court, the following demurrer & plea were filed in this cause to wit,

Sasale County Court September term AD. 1861  
 Nicholas MacC }  
                   ads }  
 Hermann Kupper }                    opb,

And now comes the said defendant by G. S. Eldridge his Atty & defends & when so says that the first count in said plttff declaration is insufficient in law to be answered unto, and this he is ready to verify and wherefore he prays judgement of

And as to the second and other counts in said declaration the said defendant says he did not assume & promise in manner &c as the said plaintiff hath therein alleged & of this he puts himself upon the Country &c

G. S. Eldridge Defts Atty  
 And the plttff doth the  
 like

Leland Seland  
 for Plttff





And now comes the Plaintiff in Error and says there is manifest Error in the Record proceedings and Judgment of the County Court in the above cause, and shows to the court the following

- 1<sup>st</sup> The Court Erred in sustaining the Demurrer to the special Count in the declaration
  - 2<sup>d</sup> The Court Erred in rendering Judgment for defendants (below)
  - 3<sup>d</sup> The Court Erred in not giving Judgment for Plaintiff (below)
- Wherefore he prays the Judgment of this Court and that the same may be corrected and said Judgment reversed and remanded in pursuance of law

Leland Blanchard  
for Plff in Error

Nicholas Ware Debt in Error  
ad  
Walter Kupper Debt in Error

Suprem Court  
3 Grand Division  
April Term  
1862

and now comes the said  
Debt in Error by G. S. Eldridge his atty  
& says there is no Error in the record  
of proceedings aforesaid or in  
the rendering of Judgment aforesaid  
wherefore he says the said Judgment  
ought to be in all things affirmed  
G. S. Eldridge Deft's atty

Hermann Kupfer

or

Nicholas Marc

Receipt

Collected fees \$2.00

per Blanket

36 Report

Herman Kuppen  
Plaintiff - Exr

Nicholas March

Exr to LaSalle

Filed April 22, 1862

L. Leland  
Clerk