

No. 13893

Supreme Court of Illinois

Chicago, St. Paul & Fond Du Lac
R. R. Co.

vs.

Howe.

Monday March 1. A.D. 1858
United States of America
State of Illinois
McHenry County } Meas before the Hon Theodore C. Murphy
Judge of the County Court of the County
of McHenry. and State of Illinois began and held at
Woodstock on Monday the first day of March
A.D. 1858 and of the Independance of the United
States the Eighty second
Present the Hon Theodore C. Murphy Judge
John Eddy Sheriff
Attest W.H. Stewart Clerk

And hereofore, to wit on the 6th day of Janry.
A.D. 1858 a ~~summons~~ was issued out of and under the
seal of our said Court, which said ~~summons~~ was in the
words and figures following, to wit:

State of Illinois }
McHenry County } The People of the State of Illinois to the
Sheriff of said County Greeting;
We command you that you ~~summons~~ Chicago St Paul
and Fond du Lac Rail. Road Company if they shall
be found in your County, personally to be and appear before
the County Court of said County, on the first day of
the next Term thereof, to be holden at the Court House
in Woodstock in said County on the first Monday of
March next to answer unto Allen Howe in a plea of
Assumpsit to the damage of said Plaintiff as he says
in the sum of One hundred forty five Dollars
And have you then and there this writ with
an Endorsement thereon as to the manner in
which you execute the same.
W.H. Stewart Clerk of our said

Seal

Court, and the Seal thereof at Woodstock in said
County this 6 day of Jan A.D. 1858
W. H. Stewart Clerk

(Endorsed) The President of the within Defendants not
found in my County and is not a resident of my County
Served by reading to and within hearing of James
Fish one of the Station agents of the within named
Defendants and also by delivering into his possession
a Copy of this writ, this the 29th day of January
1858.

John Eddy Sheriff
By E. A. Smith Deputy

And filed Feb 1. 1858

W. H. Stewart Clerk

And heretofore to wit on the sixth day of January A.D. 1858
Church & Kerr filed a narration in the words and figures
following, to wit:

McHenry County Court

Of the March term A.D. 1858

State of Illinois }
McHenry County } Allen Howe Plaintiff in this suit by
Church & Kerr his Attorneys complains
of the Chicago Saint Paul and Fond du Lac Rail
Road Company who are summoned, etc. in a plea
of trespass on the Case on promises. For that whereas
the said defendants heretofore, to wit: on the 23rd
day of September in the year of our lord one thousand
Eight hundred and fifty seven at Woodstock, to wit
in said County of McHenry made their certain
promisory note in writing bearing date the day
and year aforesaid and then and there delivered
the same to the plaintiff in and by which said
note, said Defendants by ^{the} name style and description

of Chicago Saint Paul and Fond Du Lac Rail Road
Co promised to pay to the said Plaintiff or order, one
hundred and forty Dollars with use at the Office
of Fuller Johnson & Co in Woodstock Ill. Ninety days
from the date thereof for value received.

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

And whereas also the said defendants heretofore
to wit on the 23rd day of September in the year
of our Lord one thousand Eight Hundred and
Fifty Seven at Woodstock to wit in said County
of McHenry made their certain other promissory
note in writing in the words and figures
following

\$140.

Woodstock Sept. 23rd 1857

Ninety days from date for value received the
Chicago Saint Paul & Fond Du Lac R.R. Co promise to
pay to Allen Howe or order the sum of One Hundred
and Forty Dollars with use at the Office of Fuller
Johnson & Co in Woodstock Ill

Chicago St. Paul & Fond Du
Lac R.R. Co By J. H. Johnson
agt & Director

And then and there delivered the same to the Plaintiff
By means whereof and by force of the Statute in such
case made and provided the said Defendants became

liable to pay said Plaintiff said sum of money mentioned in said note. And being so liable in consideration thereof then and there undertook and promised to pay the sum to the said Plaintiff according to the tenor and effect true intent and meaning of the said note, to wit: at the place aforesaid

And Thomas, also the said Defendants afterwards, to wit, on the fourth day of January, in the year of our Lord one thousand eight hundred and fifty seven at Providence in said County, became and were indebted unto the Plaintiff in a large sum of money, to wit, One hundred and forty five dollars, for money before that time lent and advanced to, and paid, laid out and expended for said Defendant by said Plaintiff at said Defendant request; and for money before that time had and received by said Defendant, to and for the use of said Plaintiff; and also in like sum for goods wares and merchandise, before that time sold and delivered by said Plaintiff to said defendant at like special instance and request; and also in like sum for the labor care and diligence of said Plaintiff before that time done and performed by said Plaintiff for said Defendant and at the like instance and request of said Defendant; and also in like sum then and there found due and owing said Plaintiff on an account stated between them, and being so owing indebted said Defendant in consideration thereof, then and there undertook and promised to pay said Plaintiff said last mentioned sum of money when thereunto afterwards requested

Yet the said defendants not regarding their said promises and undertakings but contriving or although often requested so to do have not paid said Plaintiff

Either of said sums of money above mentioned, or any part thereof, but so to do have hitherto wholly neglected and refused, and still do neglect and refuse, to the damage of said Plaintiff of one hundred and forty five dollars and therefore brings this suit &c

Church & Here Attys for Plff

Copy of instrument and account sued on
\$140

Woodstock Sept 23rd 1857

Thirty days from date for value received the Chicago Saint Paul & Fond Du Lac R.R. Co promise to pay to Allen Howe or order the sum of one hundred & forty dollars with use at the Office of Fuller Johnson & Co in Woodstock. Ill

Chicago St Paul & Fond du Lac
Du Lac R.R. Co

By J. N. Johnson agent &
director

Chicago St Paul & Fond Du Lac R.R. Co

To Allen Howe Dr

To Money lent and advanced	\$145.00
To Money Expended and paid out for	\$145.00
To Money received for use of	\$145.00
To Goods Wares and Merchandise	\$145.00
To Labor and services	\$145.00
To Balance on account Stated	\$145.00

(Endorsed) Filed 6 day of Jan 1858

W. H. Stewart Clerk

And thereafter on the third day of March being one of the days of the march term of said Court the following among other proceedings were had

Allen Howe

Case

^{vs}
Chicago St Paul and
Fond Du Lac Rail Road
Company

And now come the
Plaintiff by Church
and Kerr his Attornies

And also come the De-
fendants by Joslyn their Attorney and it appearing
to the court that said defendants have filed no
plea therein but made default It is ordered that
the same be entered of Records. It is further ordered
that the Plaintiff have judgment for his damages
It appearing to the court that this suit was brought
upon a certain promissory note for the payment of
money only and because the damages are uncertain
and unknown to the court. It is ordered that the
Clerk assis the same.

And now comes the clerk and reports to the court
that he finds due and by virtue of said note One
Hundred and forty three dollars and seventy three
cents, which is confirmed by the court

It is therefore ordered and considered that the
Plaintiff have and recover against said defendant
his damages in the sum of One Hundred and
forty three dollars and seventy three cents which he
has sustained as also his costs and charges therein
expended and that he have execution therefor

And then and there the Plaintiffs Attorney filed a
note in the words and figures following, to wit:

\$140

Woodstock Sept 23rd 1857

Thirty days from date for value received
The Chicago Saint Paul & Fond du Lac R.R. Co
promise to pay to Allen Howe or Order the sum

of One Hundred & forty dollars with use at the
Office of Fuller Johnson & Co in Woodstock Ill
Chicago St Paul & Fond
du Lac R.R. Co
By J. H. Johnson agt & Director

(Ordered) Filed March 3^d 1858
W. H. Stewart Clerk

And thereafter on the sixth day of March it being
one of the days of said term the following among other
proceedings were had

Allen Howe vs Chicago St Paul & Fond
du Lac Rail Road Company
Case
And now again comes the Plaintiff by Church
and Ken his Attornies
And moves the Court to

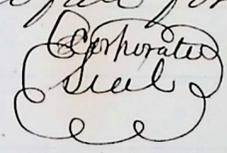
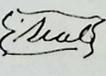
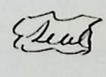
set aside the default formerly entered herein also comes
the said Defendants by Joslyn their Attorney for an
appeal which is granted by the Court on condition that
the Defendants enter into Bonds in the penal sum of
five hundred dollars by the nineteenth inst with
Henry Smith as surety.

And thereafter on the sixteenth day of March
A.D. 1858. The said Defendants by M. L. Joslyn their
Attorney filed with the Clerk of this Court a Bond
in the words and figures following to wit:

Know all men by these presents, that we,
The Chicago St. Paul & Fond du Lac Rail Road
Company & Henry Smith of the County of McHenry
in the State of Illinois, are held and firmly bound
unto Allen Howe in the Penal sum of Five hundred
dollars lawful money of the United States, for the

payment of which, well and truly to be made, we
bind ourselves our heirs Executors and administrators
jointly, severally and firmly by these presents,
Witness the hand of said Henry Smith and the
corporate seal of said Company attested by J. B.
Redfield assistant Secretary and seal this fifteenth
day of March A.D. 1858

The condition of this above obligation is such
that whereas the said Allen Howe did on the
third day of March A.D. 1858 before the County Court
for the said County of McHenry recover a judgment
against the above Boundin Rail Road Company
for the sum of one hundred & forty two $\frac{1}{2}$ Dollars
from which judgment the said Rail Road Company
has taken appeal to the Supreme Court State of Illinois
Now if the said Rail Road Company shall prosecute
this appeal with effect, and shall pay whatever judgment
may be rendered by the Court upon dismissal or
trial of said appeal then this obligation to be void
otherwise to remain in full force and effect

Approved by me at my office  Henry Smith 
this 17 day of March 1858 Attest J. B. Butterfield 

W. M. Stewart Clerk

Endorsed) Filed March 17, 1858

W. M. Stewart Clerk

State of Illinois of William Stewart Clerk of the County
McHenry County Court in and for said County certify
that the foregoing is a true copy of the
Record in the case of Allen Howe against the Chicago St
Paul & Fond du Lac Rail Road Company as appears upon
an examination of said Records & papers on file in my office

Witness W. M. Stewart Clerk of the said Court and the seal
thereof at Woodstock the 10. day of April A.D. 1858

W. M. Stewart Clerk



Monday March 1st A.D. 1858
United States

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Chicago & N. W. R.R. Co

Allen Howe

Cert of Appl.

13893

Filed May 18. 1858
S. Leland
Clk

Procedendo
issued

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