

14310


No. _____

Supreme Court of Illinois

Meeker

vs.

Doane

71641  7

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House in the City of Chicago, in said County and State, on the first Monday, being 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

Present, The Honorable John M. Wilson Chief Justice of the }
Superior Court of Chicago. }

Van Wiggins }
Grant Goodrich } Judges.

Carlos Haven Prosecuting Attorney.

Anthony Kising Sheriff of Cook County.

Attest, Mattie Simball Clerk.

Be it remembered that heretofore to wit. on the first day of July. in the year of our Lord One thousand eight hundred and sixty one. there issued out of and under the seal of said Court a certain Peoples writ of summons. which said summons together with the sheriffs return thereon endorsed are in the words and figures following to wit.

State of Illinois }
County of Cook } ss The People of the
State of Illinois. To the Sheriff of said
County Meeting;

We Command you that you summon

William A Doane if he shall be found in your
County personally to be and appear before the
Superior Court of Chicago of said Cook County on
the first day of the next term thereof to be
holden at the Court House in Chicago in
said Cook County on the first Monday of
August next to answer unto Joseph Meeker
in a plea of trespass on the Case upon
promises, to the damage of the said plaintiff
as is said in the sum of Two Hundred
and fifty Dollars. And have you
then and there this writ, with an
endorsement thereon in what manner
you shall have executed the same

Witness Walter Kimball Clerk
of our said Court and the
seal thereof at Chicago aforesaid
this 1st day of July A.D. 1861.
Walter Kimball Clerk

Served by reading the within writ to
the within named defendant this 1st
day of July 1861

Anthony C. Keating Sheriff
by John A. Wilson Deputy.

Seal

And afterwards to wit: On the twenty fourth
day of July in the year aforesaid, there
was filed in the office of the Clerk
aforesaid a certain declaration in
the words and figures following to wit:

Superior Court of Chicago
Of the August Term 1876.
State of Illinois
County of Cook ³ ss.
Joseph Meeker plaintiff
in this suit by N. W. Naaff his
attorney complains of William H.
Doane defendant who is summoned
of a plea of trespass on the case on
promises: For that whereas the said
defendant heretofore to wit, on the
first day of August in the year of
our Lord one thousand, eight
hundred & sixty at Chicago to wit,
at said County of Cook made his
certain promissory note in writing
bearing date the day and year
aforesaid, and then and there
delivered the same to N. W. B.
Hurlbut in and by which said

note said defendant by the name
style and description of William
A Doane promised to pay to the order
of the said W W & J B Hurbat nine
months after date the sum of two
Hundred & twenty five dollars at
the Marine Bank for value received,
and the said W W & J B Hurbat to
whom or to whose order said note
was payable, afterwards to wit, on the
day and year aforesaid at Chicago
that is to say, at the County of Cook
aforesaid endorsed said note in
writing, by which said endorsement
the said W. W. & J B Hurbat they and
there ordered and appointed the said
sum of money in said note mentioned
to be paid to said plaintiff, and
then and there delivered said note,
so indorsed to the said plaintiff,
By means whereof, and by force
of the statute in such case made
and provided, the said defendant
became liable to pay said plaintiff
said sum of money mentioned in
said note, according to the tenor &
effect of said note, and of the
indorsement so thereon made as

aforsaid, and being so liable, the said defendant in consideration thereof then and there undertook and promised to pay the same to the said plaintiff according to the tenor and effect of the said note, and of the indorsement aforsaid, to wit, at the place aforsaid.

And whereas also the said defendant afterwards to wit on the first day of July in the year of our Lord one thousand eight hundred and sixty one to wit, at said County, became and was indebted to the plaintiff in a large sum of money to wit, the sum of Four hundred and fifty dollars for money before that time lent and advanced to said defendant by said defendant - plaintiff, at said defendant's request, and also in the like sum for money before that time paid, laid out and Expended for said defendant by the said plaintiff, at the like special request of said defendant, + the like sum for interest money due from deft to Plff, and in the like sum for money before

that time had and received by
said defendant to and for the use
of said plaintiff, and also in the
like sum for goods, wares and
merchandise before that time sold
and delivered by said plaintiff to
said defendant, at the like special
instance and request, and also
in the like sum for the labor,
care and diligence of the said
plaintiff before that time done and
performed by the said plaintiff for
said defendant, and at the like
instance and request of said
defendant, and being so indebted
said defendant in consideration thereof
then and there undertook and promised
to pay said plaintiff said several
sums of money above mentioned,
when thereunto afterwards requested.

And whereas also the said defendant
afterwards to wit, on the same day
and year last aforesaid, and at the
place aforesaid, accounted together
with the said plaintiff of and con-
cerning divers other sums of money
before that time due and owing
from the said defendant to the said

plaintiff and then and there being
in arrears and unpaid, and upon
such accounting, the said defendant
was found to be in arrears and
indebted to said plaintiff in the further
sum of Four hundred & fifty dollars.
And being so found in arrears and
indebted to said plaintiff the said
defendant in consideration thereof,
afterwards to wit, on the same day
and year last aforesaid, and at
the place aforesaid, undertook
and then and there faithfully
promised the said plaintiff to pay
unto the said plaintiff the said
sum of money last above men-
tioned when he the said defendant
should be thereunto afterwards
requested.

Yet the said defendant not
regarding his said promise and
undertakings, but continuing &c
although often requested so to do
has not paid said plaintiff either
of said sums of money above
mentioned, or any part thereof, but
so to do has hitherto wholly neglected
and refused, and still does neglect

and refuse, to the damage of
said plaintiff of Four Hundred
and fifty dollars and therefore
he brings this suit etc

W W Haaff
Plaintiff's Attorney.

Copy of Instrument and account
" — sued on —
#225

Chicago August 1st 1860.
Five months after date I promise
to pay to the order of W W & J B
Hurlbut, Two Hundred and twenty
five Dollars at the Marine Bank
"value received"
/Signed/ "Wm H Doane"

Endorsed as follows.

"Fay's Co
"W W & J B Hurlbut."

Wm H Doane

To Joseph Meeker Dr
July 16, To money lent and advanced \$450.
To money paid laid out & Expended \$450.
To money had and received to and

for the use of said plaintiff \$450
To goods ware & Merchandise
sold and delivered \$450.
To labor and service \$450.
Total due on account stated \$450.

And afterwards to wit: on the twenty
first day of September in the year
aforesaid said day being one of the
days of the September term of said
Court the following among other
proceedings were had and entered
of record to wit.

Joseph Meeker

William H Doane Assumpsit

This day comes
the said plaintiff by W H Naaff
his attorney and due personal

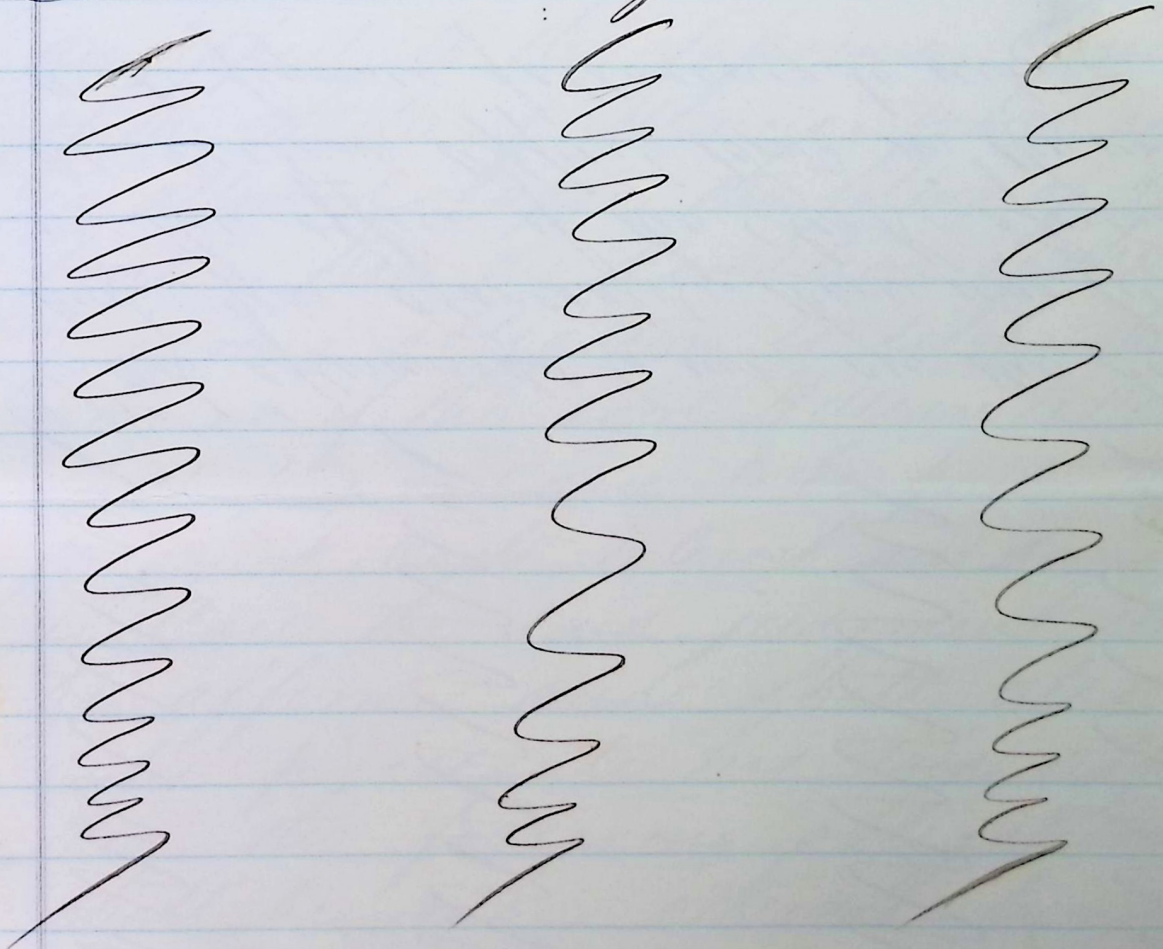
Service of process of summons issued in said Cause having been had on the said defendant, and he being three times solemnly called in open Court comes not nor does any person for him but herein he makes default which is on motion ordered to be taken and is hereby entered of Record Wherefore the said plaintiff ought to have and recover of and from the said defendant his damages sustained herein by reason of the premises, and the Court now here after hearing the allegations and proofs submitted by the said plaintiff and being fully advised in the premises, assess his damages herein to the sum of Two Hundred and thirty dollars and Eighteen cents.

Therefore it is considered that the said plaintiff do have and recover of and from the said defendant his damages of two hundred and

thirty dollars and eighteen
cents in form aforesaid
assessed and also his
costs and charges in this
behalf expended and have
Execution therefor.

[The remainder of the page contains three vertical columns of dense, repetitive cursive scribbles, likely representing illegible signatures or names.]

upon filing bond, with
security to be approved by
a judge of this Court.
Whereupon the said Defendant
filed his appeal bond with
J. B. Phillips as security, which
is approved by the Court,
and it is ordered by the
Court, that the Execution
issued on the judgment
in this case be returned by
the Sheriff, and all further
proceedings thereon be stayed,
until the further order of this
Court in the premises.

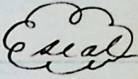
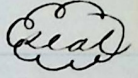


And afterwards to wit. on the day
and year aforesaid, there was filed
in the office of the Clerk aforesaid
a certain Appeal Bond in the words
and figures following, to wit:

Know all men by these presents
that we William H Doane and
William B Phillips are held and
firmly bound unto Joseph Meeker
in the sum of Five Thousand
Dollars for the payment whereof,
well and truly to be made to the
said Joseph Meeker his executors
administrators & assigns, we do
hereby bind ourselves our heirs
executors & administrators firmly
by these presents. Witness our

hands and seals this 24th day
of September AD 1861.

The Condition of the fore-
going obligation is such that
whereas the said Joseph Meeker
at the present September Term
of the Superior Court of Chicago,
by the Consideration & judgment
of said Court, did recover in said
Court a judgment against the
said William A Doane for the sum
of Two Hundred and thirty dollars
and eighteen cents damages besides
Costs of suit from which judgment
the said William A Doane has prayed
an appeal to the Supreme Court
of the State of Illinois, which appeal
is allowed upon the filing of this
bond - Now the Condition of the
foregoing obligation is such, that
~~whereas~~ if the said William A Doane
shall pay or cause to be paid the
judgment, Costs, interest and damages
in Case the said judgment shall
be affirmed and shall also
duly prosecute his said appeal,
then the foregoing obligation
shall be void otherwise to remain

in full force.
Witness William A. Doane 
Joseph Elmy William B. Phillips 

Approved Sept 25th 1861.
Grant Goodrich
Judge of the Superior
Court of Chicago

State of Illinois
Cook County ss.

I Thomas B
Carter Clerk of the Superior Court
of Chicago in and for said
County and State aforesaid, do
hereby certify, the above and
foregoing to be a full true and
complete transcript of all papers
together with all orders entered
of Record including the order
of Judgment, and the appeal
Bond in case wherein Joseph
Meeker is plaintiff and William
H. Downe defendant.

In testimony whereof I have
hereunto set my hand and
affixed the Seal of said
Court, at Chicago in said
County this 19th day of
April A.D. 1863.

Thomas B Carter Clerk



Meeker 331

Doane,

331
14310
Transcript,

1862

Filed Apr 30. 1862

Leland
clerk

Fees \$3.00

\$ 230.18
05
\$ 11,50 70