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

# Supreme Court of Illinois

Chapin

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vs.

Martin

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71641  7

~~Lowell~~  
Lowell Chapin  
vs  
Mr. Martin  
Case

15

1856

~~1234~~

X



State of Illinois  
Cass County & Pleas before the Honorable  
Edwin S. Leland Presiding  
Judge of the Ninth Judicial District of the  
State of Illinois at a Circuit Court Commenced  
and held in and for the County of Cass  
at the Court House in Ottumwa in said  
County on Monday the 9<sup>th</sup> day of May  
in the Year of our Lord one thousand eight  
hundred and fifty three  
Present the Honorable Edwin S. Leland  
Presiding Judge

Be it remembered that heretofore to wit  
on the 22<sup>d</sup> day of November AD 1852 William  
W. Low & John P. Chapin by John P. Chapin  
their attorney filed in the Clerk's office of the  
Circuit Court of said County an affidavit  
in words and figures following to wit

State of Illinois  
Cass County & Declaration after November Term  
Cass County Circuit Court AD 1852  
William W. Low being duly sworn on  
oath saith that before the 1<sup>st</sup> day of March  
AD 1852 he with William Martin of  
said County was and is engaged in the  
business of a warehouseman at Cass  
That about the 23<sup>d</sup> day of March AD 1852  
this affiant on behalf of himself and partner  
John P. Chapin of Chicago Ills agreed with  
said Martin to store for affiant & Chapin  
that is to say for the firm of Low & Chapin  
a large quantity of Corn and to store the  
same in his warehouse situate at Cass..



for the account of affiant and said Chapin that is  
to say for account of Low & Chapin the said firm of  
Low & Chapin being composed of affiant and said  
John P. Chapin. Affiant deposited with Baldwin  
Adams & Lake of LaSalle from time to time between  
said 23<sup>d</sup> day of March 1852 and the 1<sup>st</sup> day of July  
1852. both days inclusive a large amount of money  
to wit: the sum of about five thousand dollars, to  
be drawn by parties who might store corn with  
said Martin and to whom he should issue vouchers for such  
delivery on account of Low & Chapin from said Baldwin  
Adams & Lake and said Martin in exchange for such vouchers  
for corn by him said Martin so stored as aforesaid for said  
Low & Chapin took up said vouchers by issuing to said Low &  
Chapin through said Baldwin Adams & Lake between said  
23<sup>d</sup> of March & said 1<sup>st</sup> of July inclusive AD 1852. vouchers or  
receipts purporting that he said Martin had received  
in store for account of said Low & Chapin 15735  
 $\frac{17}{87} \times \frac{6}{70}$  Bushels of Corn and also other vouchers  
purporting on their face that said Martin had received  
in store for account of affiant 70. W. Low 2997  $\frac{2}{56} \times \frac{4}{70}$   
other bushels of Corn between said dates inclusive.  
Affiant saith however that all said funds so deposited  
with said Baldwin Adams & Lake were the funds of said  
Low & Chapin as partners. that all the Corn that was stored  
by said Martin between said dates inclusive on said  
receipts and which the aforesaid receipts purported he  
had in store for account of said Low & Chapin & W. W. Low  
were bought with said funds of Low & Chapin deposited  
with said Baldwin Adams & Lake and so all the Corn  
that was so bought with said funds and stored by said  
Martin was the property of said Low & Chapin as were  
the funds with which the same was bought. Affiant



further saith that the said William Martin never had  
in store, and never received in store for said Low & Chapin  
together or separately, the aforesaid aggregate amount  
of  $18722 \frac{38}{56} \times \frac{40}{70}$  bushels of Corn as affiant verily believes.  
And affiant positively saith that said Martin never  
did deliver the said aforesaid aggregate amount  
of Corn to said Low & Chapin, or either of them or to the  
order of them or either of them, but has hitherto  
wholly neglected and refused and still <sup>neglects and</sup> refuses to do so  
although requested so to do by affiant and although  
the said William Martin had between the dates aforesaid  
received through said Baldwin Adams & Lake as  
aforesaid and otherwise from said Low & Chapin funds  
amply sufficient to purchase and pay for the aggregate  
amount of Corn aforesaid, and all his the said Martins  
just & lawful Charges and Commissions on the Same.  
And affiant further saith that the deficiency  
between the aggregate amount of Corn aforesaid,  
specified in said Receipts and the amount that the  
said Martin did deliver to said Low & Chapin or either of  
them or their order, or the order of either of them  
amounted to 3576 bushels of Corn which at the time  
when the said Martin should have delivered the Same to the  
said Low and Chapin to wit. at LaSalle on or about the  
first day of October A.D. 1852 was then and there of the  
value of eleven hundred and eighty five — Dollars  
and the said last mentioned amount of Corn although  
the said Martin had issued receipts purporting that he had  
the Same in store as aforesaid for the said William Low  
and John P. Chapin who then and there purported to be  
the owners of the Same as aforesaid, and although he  
had received funds to pay for the Same as aforesaid of  
said Low & Chapin and all lawful charges and  
Commissions on the Same by the said William



Martin never had in store as affiant believes, and  
affiant saith positively that the said Martin did not  
have the same in store and under his Control when  
the same was demanded by affiant as aforesaid, to wit  
about the 1<sup>st</sup> day of October AD 1852 at LaSalle aforesaid  
And the said last mentioned number of bushels of  
Corn never was Received by said Chapin & Low or either  
of them and was never delivered to their order, or  
the order of either of them although in the said Martin  
had theretofore received the Cash price thereof and  
all his Charges on the same as aforesaid.  
And affiant further saith, that the damages  
that the said Low & Chapin have Sustained by reason  
of the premises amount as affiant believes to the sum  
of at least Twelve hundred dollars

and affiant has just ground for believing and  
does believe and positively say that ~~that~~ the said  
damages will be in danger of being lost and the benefit  
of whatever Judgment may be obtained by said Low and  
Chapin will be in danger unless the said William  
Martin be held to bail

Wm H Low

Subscribed and sworn to  
before me this 22<sup>d</sup> day of  
November AD 1852

J. Lindley Clerk

And thereupon a Capias  
ad Respondendum was issued which has not been  
Returned to this office

And afterwards to wit on the fourth day of  
November AD 1853 the said Plaintiffs by  
J. C. Champin their Attorney filed their  
Declaration herein in words & figures  
following to wit



State of Illinois }  
LaSalle County } LaSalle Circuit Court To November  
Term 1853

William Martin was attached to answer unto  
William McLow and John P. Chapin in a plea of  
Trespass on the Case and thereupon the said Plaintiffs  
by J. C. Champlin their attorney Complain: For that  
Whereas the said defendant before and at the time of  
the committing of the several grievances by him as  
hereinafter mentioned, was and continued to be a  
warehouseman at LaSalle in the County of LaSalle  
and State of Illinois and the Plaintiffs before and  
at the time of the committing of the said several  
grievances were produce Merchants that is to say  
engaged in the business of buying Grain to wit. Corn  
oats, and other products and storing the same with  
warehousemen and others for their the said Plaintiffs  
account and the said Plaintiffs in fact further say  
that the said defendant so being such warehouseman  
as aforesaid heretofore to wit. on the 23<sup>d</sup> day of March  
1853, at LaSalle aforesaid wrongfully ~~unlawfully~~ and  
fraudulently and with intent then and there to cheat  
and defraud the said Plaintiffs, and Contrary to the form  
of the Statute in such case made and provided, issued  
to the said Plaintiffs by the name of Low & Chapin a  
certain receipt or voucher in substance and effect as  
follows that is to say No 1300 LaSalle March 23<sup>d</sup> 1853  
Received in Store of B&L for Tickets taken up Seventy  
three hundred and forty eight  $\frac{6}{10}$  bushels Ear Corn  
for account of Low & Chapin at their risk of fire  
Wm Martin, by  $\frac{3}{4}$  73 48  $\frac{6}{10}$  bushels \$  
and the said Plaintiffs in fact say, that at the time when  
the said Receipt or voucher was issued to them as aforesaid.  
they the said Plaintiffs then and there purported to be the  
owners of the said Corn mentioned in said Receipt or



voucher, as in the said Defendant then and there well  
knew, and the said Plaintiffs in fact further say, <sup>that</sup> at  
the time of issuing the said Receipt or voucher by the  
said Defendant as aforesaid he the said Defendant had  
not then and there or elsewhere ~~so~~ <sup>bona fide</sup>  
received into store, the said Corn in the said Receipt  
mentioned or any part thereof and did not then and  
there have the same in store and under the control of him  
said Defendant but then and there issued the same fran-  
-dulently and with intent to cheat and defraud the  
Plaintiffs as aforesaid, and the said Plaintiffs in fact  
further say, that the <sup>said</sup> Corn mentioned in said receipt  
or voucher was then and there of great value to wit  
of the value of three thousand Six hundred dollars.  
and so the said Plaintiffs say that they are aggrieved and  
have sustained damage by means of the premises in  
2 the sum of two thousand dollars - and also for that  
whereas the said Defendant afterwards to wit on  
the twenty third day of March in the year of our  
Lord Eighteen hundred and fifty two, at LaSalle  
Illinois, was engaged in the business of a warehouseman  
that is to say in the business of receiving in store and  
housing for other persons goods wares and Merchandise  
and grain, for certain reasonable reward to be paid  
therefor, and there and then was such warehouseman, and  
being such warehouseman it was then and then the  
duty of said Defendant not to <sup>to any person purporting</sup> ~~issue~~ <sup>as such warehouseman</sup>  
to be the owner of such goods wares merchandise grain  
or other produce or commodity ~~to any person purporting~~  
any receipt or other voucher for such goods wares mercha-  
ndize grain or other produce or commodity <sup>unless such</sup> goods wares  
merchandise, grain or other produce or commodity should  
have been bona fide received into store by said Defendant  
as such warehouseman, and should have been in



Store and under the control of said Defendant as  
such warehouseman at the time of issuing such  
receipt. Yet the said Defendant disregarding his duty  
in that behalf and intending to cheat and defraud  
the said Plaintiffs, afterwards to wit on the day and year  
and at the place aforesaid falsely fraudulently  
and deceitfully, and contrary to the form of the statute  
in such case made and provided, issued to said  
Plaintiffs by the name and style of Low & Chapin a  
receipt or voucher in substance and effect following  
that is to say: No 1304, LaSalle March 23<sup>d</sup> 1852 Received in  
Store of B & L, for tickets taken up eighty three  
hundred and seventy seven  $\frac{1}{2}$  bushels Shelled Corn for  
account of Low & Chapin at their risk of fire  
8377  $\frac{1}{2}$  Bush  $\frac{1}{2}$  — Wm Martin. By S P Bell  
the said receipt or voucher then and there purporting  
that in the said Defendant had then and there  
received in store for the said Plaintiffs eight  
thousand three hundred and seventy seven  $\frac{1}{2}$  bushels  
of Shelled Corn, and the said Plaintiffs then and there  
purported to be the owners of the said Corn mentioned  
in said receipt or voucher, as in the said Defendant  
then and there well knew and the said Corn was then  
and there ~~well~~ of great value to wit of the value of four  
thousand dollars — And the said Plaintiffs in fact  
say that the said Defendant at the time of issuing by  
him as aforesaid of the said last mentioned receipt  
or vouchers did not have in store, and then had not  
then and there been bona fide received into store  
by the said Defendant, the said eight thousand three  
hundred and seventy seven  $\frac{1}{2}$  bushels of Shelled Corn  
mentioned in said receipt or voucher or any  
part thereof, and the same was not then and  
there in store and under the control of him the



Said Defendant, nor was any part thereof then and there  
in store and under the Control of him the Said Defendant  
And so the Said Plaintiffs say that the Said Defendant  
issued the Said last mentioned receipt or voucher  
deceitfully and fraudulently, and contrary to the  
form of the Statute in such case made and provided  
and with intent then and there to cheat and defraud  
the Plaintiffs and that by means of the premises they are  
aggrieved and have sustained damage in the sum of  
Two thousand dollars -

3 And also for that whereas the Said Defendant afterwards  
to wit, on the sixteenth day of June in the year of our  
Lord Eighteen hundred and fifty two, at LaSalle aforesaid  
in the State of Illinois - the Said Defendant then and  
there being a Warehouseman - fraudulently issued  
to the Said Plaintiffs, a certain other receipt or voucher  
in the words and figures following that is to say  
At 57 LaSalle June 16<sup>th</sup> 1852 Received in Store of Baldwin  
Adams & Lake tickets up Ten hundred and Ninety Six  
4/5 bushels of Ear Corn for account of W W Low at his  
risk of fire Wm Martin by  
1096 4/5 bush \$ D P Bell

And the Said Plaintiffs in fact say, that at the time  
of the issuing by the Said Defendant, of the Said last  
mentioned receipt or voucher as aforesaid, they the  
Said Plaintiffs then and there as partners as aforesaid,  
purported to be <sup>and were</sup> the owners of the Corn mentioned in Said  
receipt or voucher, and which by said receipt or voucher  
purported to have been received in store by the Said  
Defendant for the account of the Said W W Low - and  
Plaintiffs further say that the W W Low in said receipt  
or voucher mentioned was and is William W Low one  
of the Plaintiffs in this suit as he the Said Defendant  
then and there well knew, and the Said Plaintiffs



Money, was furnished, then and there by them (through the said Baldwin Adams & Lake mentioned in said receipt) to by the said Corn mentioned in the said receipt as he the said Defendant then and there well knew—  
And the said Plaintiffs in fact further say, that the said Defendant, at the time of the issuing by him of the said last mentioned voucher or receipt by him as aforesaid, had not then and there bona fide received into store the said ten hundred and ninety six  $\frac{4}{10}$  bushels of Ear Corn in the said receipt or voucher mentioned, and the same was not then and there in store and under the control of him the said Defendant, nor had any part thereof so been received in store by said Defendant, and no part thereof was then and there in store and under the control of him the said Defendant, and the said Corn mentioned in the said receipt or voucher was then and there of great value to wit of the value of five hundred dollars—  
And so the said Plaintiffs say that the said Defendant issued the said last mentioned receipt or voucher fraudulently against the provisions of the Statute in such case made and provided, and with intent then and there to cheat and defraud the said Plaintiffs and that they are aggrieved and have sustained damage by means of the premises in the sum of two thousand dollars—

And also for that whereas the said Defendant afterwards to wit on the 16<sup>th</sup> day of June AD 1852 at LaSalle in the County of LaSalle and State of Illinois was and exercised the business of a Warehouseman, and as such warehouseman, afterwards to wit, on the day and year and at the place aforesaid issued to the said Plaintiffs a certain other receipt or voucher in substance and effect following that is to say—



No 59 LaSalle June 16<sup>th</sup> 1853 Received in Store of Bass  
Seventeen hundred & Eighteen  $\frac{3}{8}$  bushels of Shell Corn for  
account of W W Low at his risk of fire

Wm Martin by

D P Bell

1718  $\frac{7}{8}$  Bush  $\frac{1}{8}$

and the said Plaintiffs in fact say that the said  
W W Low in the said aforesaid receipt or voucher  
mentioned was and is the said Plaintiff William W  
Low and that the said Plaintiffs, as partners under  
the style name and firm of Low & Chapin furnished  
the money wherewith to purchase said Corn mentioned  
in said voucher or receipt and purported to be the owners  
of the said Corn mentioned in said receipt and purporting  
therein to have been received in Store by the said defendant  
all of which the said defendant then and there well  
knew. And so the said Plaintiffs in fact say that the  
said last mentioned receipt or voucher was issued to  
them and that they then and there purporting to be  
the owners of the said Corn mentioned in the said receipt  
or voucher as he the said defendant then and there  
well knew. And the said Plaintiffs in fact further  
say, that at the time of issuing the said last mentioned  
receipt or voucher aforesaid, by the said defendant,  
there had not been then and there bona fide received  
into Store by the said defendant the said seventeen  
hundred and Eighteen  $\frac{3}{8}$  bushels of shell Corn menti-  
oned therein, or any part thereof, and the said last  
mentioned quantity of Corn, was not then and there  
in Store and under the control of him the said defendant  
nor was any part of the same then and there so  
in Store and under the control of him the said defendant.  
And the said Plaintiffs further say that the said last  
mentioned number of bushels of Corn was then and



these of great value to wit of the value of Eight hundred  
dollars. And so the said Plaintiffs in fact say that  
the said Defendant then and there fraudulently  
and deceitfully, and Contrary to the provisions of the  
Statute in such Case made and provided issued the  
said last mentioned receipt or voucher to them the  
said Plaintiffs as aforesaid. and with intent then  
and there to cheat and defraud them the said  
Plaintiffs. whereby the said Plaintiffs are aggrieved, and  
have sustained damage in the sum of two thousand  
5 dollars. \* And also for that whereas the said Defendant  
afterwards to wit on the first day of July A.D. 1852, at  
LaSalle in the County of LaSalle and State of Illinois.  
was and Exercised the business and calling of a  
warehouseman and as such warehouseman after-  
wards to wit on the day and year and at LaSalle  
aforesaid issued to the said Plaintiffs a certain other  
receipt or voucher in substance and effect and figures  
following that is to say - No 66 LaSalle July 1<sup>st</sup> 1852  
Received in Store of B&L for tickets up. One hundred  
and thirty nine  $\frac{14}{56}$  bushels Shell Corn for account  
of W W Low at his risk  
139  $\frac{14}{56}$  - Wm Martin by  
D P Bell

And the said Plaintiffs in fact say that the said  
W W Low in the last aforesaid receipt or voucher  
mentioned was and is the said Plaintiffs William W  
Low, and that the said Plaintiffs as partners under  
the name style and firm of Low & Chapin then and  
there furnished the money, wherewith to purchase  
the said Corn in the said voucher or receipt mentioned  
and were then and there the owners of the said Corn in  
said receipt or voucher mentioned, and purporting  
therein to have been then and there received in store  
by the said Defendant, all of which the said Defendant



then and there well knew, and so the said Plaintiffs in fact say that the said last mentioned receipt or voucher was issued to them and that they then and there purporting to be the owners of the said Corn in the said receipt or voucher as in the said Defendant then and there well knew, and the said Plaintiffs in fact further say, that at the time of issuing the said last mentioned receipt or voucher aforesaid by the said defendant there had not been then and there bona fide received into store by the said defendant the said one hundred and thirty nine  $\frac{11}{16}$  bushels of Shelled Corn in said last mentioned receipt or voucher mentioned, or any part thereof and the said last mentioned quantity of Corn was not then and there in store and under the control of him the said defendant, nor was any part thereof then and there in store and under the control of him the said defendant, and the said Plaintiffs <sup>further</sup> in fact, say that the said last mentioned number of bushels of Corn was then and there of great value to wit of the value of Sixty dollars, and so the said Plaintiffs in fact say that the said Defendant then and there fraudulently and deceitfully, and contrary to the provisions of the Statute in such case made and provided, issued the said last mentioned receipt or voucher to them the said Plaintiffs as aforesaid and with intent then and there to cheat and defraud them the said Plaintiffs, and so the said Plaintiffs say they are aggrieved and have sustained damage by reason of the premise in the sum of two thousand dollars.

6 \* And also for that whereas the said defendant afterwards to wit. on the first day of July A.D. 1883. at LaSalle Illinois,



was and exercised the business and calling of a warehouseman  
and afterwards to wit on the same day and year and at the place  
~~place~~ aforesaid issued to the said Plaintiffs a certain other receipt or  
voucher in substance and effect following that is to say—

No 6). LaSalle July 1<sup>st</sup> 1833 Received in Store of B&L Fortesters  
up forty four bushels ear Corn for account of W W Low at his  
risk

Wm Martin by

D. P. Bell

114 Bush &

And the said Plaintiffs in fact say, that the said W W Low in  
the aforesaid receipt or voucher mentioned was and is the said  
Plaintiff William W Low, and that the said Plaintiffs as  
partners under the style name and firm of Low & Chapin, then  
and there furnished the money wherewith to purchase the said Corn  
mentioned in the said voucher or receipt and were the  
owners of the said Corn mentioned in said receipt and purporting  
therein to have been received in store by the said defendant, all  
of which the said defendant then and there well knew.

And so the said Plaintiffs in fact say that the said last  
mentioned receipt or voucher was issued to them, and that  
they then and there purported to be the owner of the said Corn  
in said receipt mentioned as the said defendant then and  
there well knew, and the said Plaintiffs in fact say further  
say, that at the time of issuing the said last mentioned  
receipt or voucher, by the said defendant as aforesaid there  
had not been then and there bona fide received into store  
by the said defendant the said forty four bushels of ear Corn  
in the said receipt or voucher mentioned or any part  
thereof, and the said last mentioned quantity of Corn  
was not then and there nor was any part of the same  
in store and under the control of him the said defendant.  
And the said Plaintiffs in fact further say, that the said  
last mentioned number of bushels of Corn were then and  
there of great value, to wit of the value of twenty dollars,  
And so the said Plaintiffs in fact say that the said



Defendant then and there fraudulently and deceitfully and Contrary to the provisions of the Statute in such Case made and provided, issued the said last mentioned receipt or voucher to them the said Plaintiffs as aforesaid, and with intent then and there to cheat and defraud them the said Plaintiffs -

And so the said Plaintiffs in fact say that by reason of the premises they are aggrieved, and have sustained damage in the sum of Two thousand dollars -

¶ And also for that whereas the said Defendant to wit on the 23 day of March AD 1852, at LaSalle Illinois was and exercised the business and calling of a warehouseman, and being such warehouseman, he the said Defendant afterwards to wit on the same day and year and place aforesaid issued to the said Plaintiffs by the name and style of Low & Chapin two certain receipts or vouchers purporting on their face and by which he the said Defendant then and there acknowledged that he had then and there received in store for the Plaintiffs by the name and style of J Low & Chapin, Seven thousand three hundred and forty eight  $\frac{70}{100}$  bushels of ear Corn, and eight thousand three hundred and seventy seven  $\frac{17}{100}$  bushels of Shelled Corn, And the said Plaintiffs in fact further say that the said Defendant afterwards to wit on the sixteenth day of June AD 1852, at LaSalle aforesaid issued to the said Plaintiffs by the name and style of W W Low two ~~other~~ certain other receipts or vouchers by one of which receipts or vouchers the said Defendant acknowledged, and the said receipt or voucher purported that the said Defendant then and there had received in store for the Plaintiffs by the name and style of W W Low ten hundred and ninety six  $\frac{4}{100}$  bushels of ear Corn, and by the other of which receipt the said Defendant admitted on the face of the same that he had received in store for account of W W Low seventeen



hundred and eighteen  $\frac{7}{16}$  bushels of Shelled Corn  
and the said Plaintiffs in fact further say, that afterwards  
to wit on the first day of July A.D. 1882, at LaSalle aforesaid,  
the said Defendant also issued to them by the name and  
style of W W Low two certain other receipts or vouchers  
purporting on their face that the said Defendant, by one  
of said receipts had received in store for account of W W  
Low at his risk one hundred and thirty nine  $\frac{14}{16}$  bushels  
of Shelled Corn, and by the other of the said vouchers or  
receipts, that he the said Defendant had also received in  
store for account of the said W W Low at his risk forty  
four bushels of ear Corn, and the said Plaintiffs in fact  
further say, that the said W W Low in the four last  
receipts or vouchers mentioned, and on whose account  
it is stated in said receipts or vouchers the said Corn  
mentioned in said receipts was received was and is the  
said Plaintiffs William W Low. And the said Plaintiffs  
further say, that all the money furnished for the  
purchase of all the Corn, mentioned in each of all of the  
forgoing receipts or vouchers, was furnished by the said Plaintiffs  
and was then and there, their, the said Plaintiffs money, and  
all of the Corn mentioned in the said receipts, was then  
and there the said Plaintiffs property, by the name and  
style of the firm of Low & Chapin under which name  
and firm the said Plaintiffs then and there were and  
for along time previous thereto had been doing business  
as produce Merchants, and no part of said money, and  
no part of said Corn was then and there or at any time  
the separate property of the said William W Low. all of  
which he the said Defendant then and there, and at  
the time of issuing the said several receipts or vouchers,  
and each of them, well knew.  
And so the said Plaintiffs in fact say, that the said  
several receipts or vouchers herein before mentioned



and each of them, were issued to the said Plaintiffs and that they the said Plaintiffs at the time aforesaid when the said receipts or vouchers and each of them aforesaid were issued to them, were the owners of all the Corn mentioned in the said receipts or vouchers and each of them, and at the said several times when the same were issued as aforesaid purported to be such owners. And the said Plaintiffs in fact further say, that the said Defendant at the time when he issued to the said Plaintiffs as aforesaid the third fourth fifth and sixth of the aforesaid receipts herein before referred to, after deducting the quantity of Corn called for by the ~~said~~ two first mentioned of the aforesaid receipts or vouchers from the amount which the said Defendant had in store for the said Plaintiffs at the time he issued to them the said third mentioned receipt or voucher, had not then and there bona fide received into store the said  $1096 \frac{4}{50}$  bushels of <sup>100</sup> Corn, in the said third receipt mentioned or any part thereof, and the said Plaintiffs in fact say that at the time when he the said Defendant issued to them the fourth mentioned of the aforesaid receipts or vouchers, he the said Defendant had not then and there bona fide received into store, the said ~~said~~ seventeen hundred and eighteen  $\frac{2}{50}$  bushels of Shelled Corn mentioned in the said Receipt or voucher or any part thereof and they further say that at the time when he the said Defendant issued to them the fifth mentioned of the aforesaid receipts, he the said Defendant had not then and there bona fide received into store the said one hundred and thirty nine  $\frac{14}{50}$  bushels of Shelled Corn mentioned in said last mentioned receipt or voucher, or any part thereof, and they further say that the said Defendant at the time when he issued to them the sixth mentioned of the aforesaid receipts had not then and there bona fide received into store



the said forty four bushels of Ear Corn mentioned in said last mentioned receipt or any part thereof and the said Plaintiffs in fact further say that at the said several times when he the said Defendant issued to them as aforesaid the said third fourth fifth and sixth receipts or vouchers before mentioned the said several quantities of Corn mentioned in the last aforesaid receipts and each of them, was not in store and under the control of him the said Defendant, nor was any part of the several quantities of Corn mentioned in the said four last mentioned several receipts and each of them, then and there in store and under the control of him the said Defendant and so the said Plaintiffs in fact say that he the said Defendant then and there fraudulently and deceitfully issued the said four last mentioned receipts or vouchers, and with intent then and there to cheat and defraud the said Plaintiffs, and contrary to the form of the Statute in such case made and provided.

and the said Plaintiffs in fact further say that by means of the premises they were defrauded of the whole sum of money paid by them for the entire quantity of Corn mentioned and specified in the said four last mentioned receipts or vouchers, and amounting in all to a large sum of money, to wit the sum of three thousand dollars. And so the said Plaintiffs say they are aggrieved, and have sustained damage to a large amount, to wit in the sum of two thousand dollars.

And also for that whereas the said Defendant aforesaid to wit on the 23<sup>d</sup> day of March AD 1852 at LaSalle Illinois issued to the said Plaintiffs by the name and style of Low and Chapin a receipt or voucher for grain to wit Corn, in substance and effect as follows to wit. No 1300, LaSalle March 23<sup>d</sup> 1852 Received in store of B & L, for tickets taken up Seventy three hundred and forty Eight  $\frac{6}{10}$  bushels Ear Corn for account of Low and Chapin at their risk of fire. Wm Martin by 7348  $\frac{6}{10}$  bushels &—

D P Bell



The Said Defendant then and there being a warehouseman and the Said Plaintiffs further say that they then and there purported to be the owners of the said Corn mentioned in the said aforesaid receipt or voucher, the Said Plaintiffs further say, that the said Corn mentioned in said receipt or voucher had not been bona fide, received in store by the defendant at the time he issued the said receipt or voucher, to wit at LaSalle aforesaid on the day and year aforesaid and was not then and there in store and under the control of him the said Defendant, and the said Corn was then and there of great value, to wit of the value of three thousand dollars, and so the said Plaintiffs say, that the defendant issued the said receipt or voucher fraudulently deceitfully contrary to the form of the Statute in such case made and provided and with intent to deceive and defraud the said Plaintiffs. And the said Plaintiffs further say, that on the faith of said receipt or voucher and of the Corn mentioned therein having been received in store by the Defendant as therein stated, they paid settled with and allowed to the firm of Baldwin Adams & Lake of LaSalle, a large sum to wit the sum of three thousand dollars, as having been paid out by them for the Plaintiffs for the Corn mentioned in said receipt or voucher. And so the said Plaintiffs in fact say, that by reason of the premises they were and are aggrieved, and have sustained damage in the sum of two thousand dollars—

8 And also for that whereas the said Defendant afterwards to wit on the 23<sup>d</sup> day of March AD 1853 at LaSalle Illinois issued to the said Plaintiffs, by the name and style of Low & Chapin, a certain other receipt or voucher in substance and effect as follows to wit No 1301 LaSalle March 23<sup>d</sup> 1853. Received in Store of B. A. & L. for Tickets taken up. Eighty three hundred & Seventy seven  $\frac{17}{50}$  bushels Shelled Corn. for account of Low and



Chapin, at their risk of fire. 8377 $\frac{1}{2}$  bushels. for Wm Martin  
by D. P. Bell

And the Plaintiffs say that the said Defendant was then and  
these ~~was~~ engaged in the business of a warehouseman, and  
that the Plaintiffs then and there purported to be the owners of  
the Corn mentioned in said receipt or voucher. Said Plaintiffs  
further say, that the Corn mentioned in said receipt or voucher  
had not then and there been bona fide received into store by  
the Defendant, and was not then and there in store and  
under the control of him the said Defendant, nor had any  
part thereof ~~been~~ been bona fide received in store, nor  
was any part thereof then and there in store and under the  
control of him the said Defendant. And the said Corn was then  
and there of great value, to wit, of the value of four thousand  
dollars. And the Plaintiffs further say, that on the faith of the  
last mentioned receipt or voucher, and of the Corn mentioned  
therein having been received in store as the same purports, the  
said Plaintiffs paid settled with and allowed to the firm of  
Baldwin Adams & Lake of LaSalle a large sum of money to  
wit the sum of four thousand dollars, as having been paid  
out by them for Plaintiffs for the Corn mentioned in said last  
mentioned receipt or voucher. And so the Plaintiffs say that  
the Defendant issued the said last mentioned receipt or  
voucher fraudulently & deceitfully, contrary to the  
form of the Statute in such case made and provided,  
and with intent then and there to deceive and defraud the  
said Plaintiffs. And so the said Plaintiffs in fact say that by  
means of the premises they are aggrieved, and have sustained  
damage in the sum of two thousand dollars.

9 And also for that whereas the said Defendant afterwards to wit  
on the 16<sup>th</sup> day of June AD 1853 at LaSalle Illinois issued to one  
William W Low, by the name of W W Low a certain other receipt or  
voucher for grain to wit Corn, in substance and effect as follows  
to wit-



No 57, LaSalle June 16<sup>th</sup> 1852. Received in Store of Baldwin  
Adams and Lake tickets up Ten hundred & ninty Six  $\frac{4}{10}$  bushels  
of Ear Corn for account of W W Low at his risk of fin  
1096  $\frac{4}{10}$  bushels -

Wm Martin by  
D P Bell

And the Plaintiffs in fact say that the Said Defendant  
was then and there engaged in and carrying on the business  
of a Warehouseman and that the Said William W Low then  
and there purported to be the owner of the Corn mentioned in  
said receipt or voucher. And the Said Plaintiffs further say  
that the W W Low mentioned in the said last mentioned  
receipt or voucher, and William W Low the Plaintiff in  
this Suit are one and the same person. They further say  
that there had not then and there bona fide received into  
store by the Said Defendant, the Said Ten hundred and ninty  
Six  $\frac{4}{10}$  bushels of Ear Corn mentioned in said receipt or  
voucher, or any part thereof, and the same was not then  
and there in store and under the control of him the Said Defendant.  
Nor was any part thereof then and there in store and under the  
control of him the Said Defendant. And the Said Plaintiffs in  
fact further say, that they on the faith of the last aforesaid  
receipt or voucher, and of the Corn therein mentioned being  
then and there bona fide in store by the Said Defendant, as the  
said receipt or voucher purports then and there paid settled  
with and allowed to the firm of Baldwin Adams & Lake a  
large sum of money to wit the sum of five hundred dollars,  
the same being then and there the value of said last mentioned  
Corn. And so the said Plaintiffs say that they were and are  
aggrieved by means of the Defendants violation as aforesaid of  
the provisions of the statute in such case made and provided  
and that the said last mentioned receipt or voucher was  
then and there deceitfully and fraudulently issued by the said  
Defendant. And that the said Plaintiffs were then and



there received and demanded thereby - To their damage five hundred dollars -

And also for that whereas the said Defendant afterwards to wit on the sixteenth day of June in the year of our Lord Eighteen hundred and fifty two at LaSalle Illinois issued to William W Low the Plaintiff in this suit by the name of W W Low a certain other receipt or voucher for grain to wit Corn in substance and effect as follows that is to say. No 59 LaSalle June 16<sup>th</sup> 1852. Received in Store of B. A. L. for tickets up Seventeen hundred and eighteen  $\frac{7}{16}$  bushels of Shell Corn for account of W W Low at his risk of fire 1718  $\frac{7}{16}$  bushels of - Wm Martin by D. P. Bell

And the said Plaintiffs in fact say that the said Defendant was then and there exercising and carrying on ~~on~~ the business of a warehouseman, and that the said William W Low then and there purported to be the owner of the Corn mentioned in the last aforesaid receipt or voucher and that the same was then and there of great value to wit of the value of Eight hundred dollars and that the said Plaintiffs then and there on the faith of said last mentioned receipt or voucher and of the Defendant then and there having bona fide received into store and of there being then and there in store and under the control of him the said Defendant the said 1718  $\frac{7}{16}$  bushels of Shelled Corn mentioned in the last aforesaid receipt or voucher, paid settled and accounted with the firm of Baldwin Adams & Lable as and for the value of said last mentioned Corn, to wit the said sum of eight hundred dollars.

And the said Plaintiffs in fact further say that the said Corn mentioned in said last mentioned receipt or voucher had not then and there been bona fide received into store by the said Defendant, nor had any part thereof, and the said Defendant did not then and there have in store and under the control of him the said Defendant, the said last mentioned Corn or any



part thereof.

and the said plaintiffs further say that by means of the premises they are aggrieved and that the said defendant fraudulently and deceitfully issued the said last mentioned receipt or voucher, contrary to the form of the statute in such case made and provided, and that the said plaintiffs were deceived and defrauded thereby, to their damage Eight hundred dollars.

And also for that whereas the said defendant afterwards to wit on the first day of ~~January~~<sup>July</sup>, A.D. 1852 at LaSalle Illinois issued to William W Low one of the Plaintiffs in this suit by the name of W W Low a certain other receipt or voucher for grain to wit Corn in substance and effect as follows to wit No. 66, LaSalle July 1<sup>st</sup> 1852 Received in Store of B.D.W.S. for tickets up. one hundred and thirty nine  $\frac{14}{56}$  bushels Shelled Corn for account of W W Low at his risk

139  $\frac{14}{56}$  bush  $\frac{1}{2}$

Wm Martin by  
D P Bell

And the said Plaintiffs in fact say that the said defendant was then and there exercising and carrying on the business of a warehouseman, that said William W Low then and there purported to be the owner of the Corn in said receipt or voucher mentioned, that the same was then and there of great value to wit of the value of sixty dollars, and that the said Plaintiffs then and there on the faith of said last mentioned receipt or voucher, and of all the Corn mentioned therein having been bonafide received into store by the said defendant, and of the same then and there being in store and under the control of him the said defendant then and there paid settled with and allowed to the firm of Baldwin Adams & Lake the value of said last mentioned Corn to wit the said sum of sixty dollars, Yet the said Corn in said last mentioned receipt or voucher specified had not then and there been bonafide received into store by the said defendant, nor had



any part thereof, and the same was not then and there in store and under the control of him the said Defendant, nor was any part thereof in store and under Defendants Control.

And so the Plaintiffs say that by means of the premises they are aggrieved and that the said Defendant issued the said last mentioned receipt or voucher fraudulently deceitfully and contrary to the provisions of the statute in such case made and provided, and that the said Plaintiffs were deceived and defrauded thereby to their damage sixty dollars.

And also for that whereas the said Defendant afterwards to wit on the first day of July A.D. 1852 at LaSalle Illinois issued to William W Low one of the Plaintiffs in this suit by the name of W. W. Low a certain other ~~receipt~~ <sup>or receipt</sup> or voucher, for grain to wit Corn, in substance and effect as follows to wit: No. 67. LaSalle July 1<sup>st</sup> 1852. Received in store of B. A. & L. for tickets up forty four bushels ear corn for account of W. W. Low at his risk

44 bush &

Wm Martin

by D P Bell

And the said Plaintiffs in fact say that the said Defendant was then and there exercising and carrying on the business of a warehouseman and that the said William W Low then and there purported to be the owner of the Corn mentioned in said receipt or voucher, and that the same was then and there of great value to wit of the value of twenty dollars, and that the said Plaintiffs then and there on the faith of said last mentioned voucher or receipt and of the said Defendant having then and there bona fide received into store, and of there then and there being in store and under the control of him the said Defendant the said forty four bushels of ear Corn mentioned in said receipt or voucher then and there paid settled with and allowed to the firm of Baldwin Adams & Lake the value of the same Corn to wit, the said sum of twenty dollars. Yet the said Plaintiffs in fact say that the said Corn in ~~the~~ said last mentioned receipt or voucher



Specified had not then and there ~~been~~ been bona fide received into store by the said defendant, nor had any part thereof and the same was not then and there in store and under the control of him the said defendant, nor was any part thereof so in store and under the said defendants control—

And so the said Plaintiffs say that by means of the premises they are aggrieved and that the said defendant issued the said last mentioned receipt or voucher fraudulently and deceitfully and contrary to the provisions of the Statute in such case made and provided and that the said Plaintiffs were deceived and defrauded thereby—

To their damage two thousand dollars— and therefore they bring <sup>this</sup> ~~this~~ suit &c

18308 folio

J C Champlin  
Plffs Atty

State of Illinois LaSalle County and Circuit Court thereof  
Nov. Term 1833

William Martin

vs.

Action Case

William W. Low &

John P. Chapin

Defendant William Martin  
by Dickey his attorney and Lemuel C.

each Court in Plaintiffs Declaration and as to each of  
<sup>Says that each of said Courts is respectively</sup>  
said Courts respectively and the matters in each of them  
respectively alleged are insufficient in law and that  
said Defendant is not bound by law to answer the same  
all which he is ready to verify— wherefore he prays  
judgments &c as to each of said Courts respectively

J. S. Dickey

Atty for Dfnd



And afterwards to wit, on Saturday November 19<sup>th</sup> 1833  
the same being one of the days of the November term  
of said Court the following order was made and  
entered of record viz:

William M. Low & 3  
John P. Chapin 3  
vs 3 Case

William Martin 3 This day came the  
plaintiffs by Chapman their  
attorney and the defendant by Dicker his attorney  
who moves the Court to discharge the security herein  
on common bail for want of sufficient affidavit  
and also sets his demurrer to each count of plaintiffs  
declaration, and after hearing the arguments of  
Counsel It is considered by the Court that said  
affidavit is insufficient and that the demurrer  
be sustained to each count of plaintiffs declaration  
and Chapman the plaintiffs by their attorney Peter  
Leah to file an amended declaration herein  
and enters a motion for leave to file an amended  
affidavit herein

And Whereas on Thursday December 29<sup>th</sup> 1833  
the same being one of the days of said November  
term the following further order appears of record  
in said Court to wit:

William M. Low & 3  
John P. Chapin 3  
vs 3 Case  
William Martin 3

On motion of defendants



regard the plaintiffs attorney is said to present  
his amended declaration herein on or before  
Monday next

And again on the 26<sup>th</sup> day of Sept December  
at said term the following further proceedings  
appear of record in said Cause

William M. Lons }  
John P. Chapin }  
vs } Case  
William Norton }

This day comes the  
plaintiff by Chapin his  
attorney and not having filed an amended  
declaration herein says he will abide by the  
defendants demand to plaintiffs declaration  
heretofore sustained.

It is therefore considered by the Court that the  
defendants have and receive of the plaintiffs his  
costs and charges of this suit expended and that  
he have execution therefor

State of Illinois ss

La Salle County Philo Lindley Clerk of the  
Circuit Court in & for said County  
do hereby certify that the above and foregoing  
is a full true and complete copy of all the  
proceedings in the above cause & of the orders  
& judgments of the Court thereon as the same  
appear of record and on file in my office  
Pro. Testimony whereof I have subscribed my  
hand & the seal of said Court this 11<sup>th</sup>  
day of July A.D. 1854 Philo Lindley Clerk



Miner St

In Supreme Court  
3<sup>d</sup> Grand Division.

William Whawell  
John P. Chapin

In case,

vs.  
William Martin } *Assignment of Errors*

and now come the said Plaintiffs in  
in Error saying that in the Record and  
proceedings aforesaid, there is manifest  
error, in this:

1 That in the <sup>Judgment</sup> ~~sustaining~~ of said Circuit  
Court <sup>that</sup> of the said ~~defendants motion~~ to  
Plaintiffs affidavit filed in said cause,  
was insufficient, There is Error.

2<sup>d</sup> That in the Judgment of said Circuit  
Court, sustaining the said defendants  
Demurrer to said Plaintiffs Declaration  
and each Count therein,  
There is Error.

And said Martin  
joins in error

J. C. Chapman  
Atty for Affin Error



State of Illinois.

Let it supersedeas issue  
in this case upon the plaintiffs in error  
feeling a bond in the usual form in the  
penal sum of three hundred dollars  
executed by themselves as principals  
and Noah A Smith as security  
J. D. Leavitt

Attest Dec 8 1854

30  
Wm J. Leavitt  
John D. Leavitt

Wm J. Leavitt

James W. Leavitt

Accused persons

John D. Leavitt  
J. D. Leavitt  
J. D. Leavitt

one 87 1/2 cts & 8.40-  
and 4.00  
fourth of 1854



WILLIAM W. LOW and JOHN P. CHAPIN, }  
vs. } In Supreme Court. In Error from La  
WILLIAM MARTIN. } Salle County.

This was an action on the case commenced by capias, November 22d, 1852, by the present plaintiffs, who filed their declaration, to which the defendant Martin filed a general demurrer, and moved that he be discharged for want of sufficient affidavit, which motion and the demurrer to the declarations was sustained by the Court, below; the plaintiffs stood by these declarations and affidavit, and have assigned these decisions for error, the declarations contains eight comets. As the affidavit is so substantially like the declaration we do not abstract it.

STATE OF ILLINOIS, }  
LA SALLE COUNTY, ss. } La Salle County Circuit Court to November term, 1853.

William Martin was attached to answer unto William W. Low and John P. Chapin, in a plea of Trusspass on the case, and thereupon the said plaintiffs, by J. C. Champlin, their Attorney, complain, for that whereas the said defendant before and at the time of committing the several grievancies by him, as hereinafter mentioned, was and continued to be a warehouseman, at La Salle, in the County of La Salle and State of Illinois, and plaintiffs, before and at the time of the committing of the said several grievances, were produce merchants, that is to say engaged in the business of buying grain, to wit: corn, oats and other products, and storing the same with warehousemen and others, for their, the said plaintiffs account, and the said plaintiffs in fact further say that the said defendant, so being such warehouseman, aforesaid heretofore, to wit: on the 23d day of March, A. D. 1853, at La Salle, aforesaid, wrongfully, unlawfully and fraudulently, and with intent, then and there, to cheat and defraud the said plaintiffs, and contrary to the form of the Statue in such case, made and provided, issued to the said plaintiffs, by the name of Low & Chapin, a certain receipt or voucher, in substance and effect as follows, that is to say: No. 1300, La Salle, March 23d, 1852, received in store of Ba. & L., for tickets taken up, seventy-three hundred and forty eight 6-70 bushels Ear Corn, for account of Low & Chapin, at their risk of fire.

WM. MARTIN, by }  
D. R. BELL. } 7348 6-70 bushels, \$

and the said plaintiffs in fact say, that a the time when the said receipt or voucher was issued to them, as aforesaid, they, the said plaintiffs, then and there purported to be the owners of the said corn mentioned in said receipt or voucher, as he the said defendant, then and there well knew; and the said plaintiffs in fact further say that at the time of issuing the said receipt or voucher by the said defendant, as aforesaid, he the said defendant, had not, then and there, or elsewheresoever, bonefide received into store the said corn in the said receipts mentioned, or any part thereof, and did not then and there have the same in store, and under the control of him said defendant, but then and there issued the same fraudulently and with intent to cheat and defraud the plaintiffs, as aforesaid, and the said plaintiffs, in fact further say that the said corn, mentioned in said receipt or voucher, was then and there of great value, to wit, of the value of three thousand six hundred dollars, and so the said plaintiffs say that they are aggrieved, and have sustained damages by means of the premises in the sum of two thousand dollars; and also for that, whereas the said defendant afterwards to wit, on the twenty-third day of March in the year of our Lord eighteen hundred and fifty-two, at La Salle, Illinois, was engaged in the business of a warehouseman that is to say in the business of receiving in store and housing for other persons, goods, wares and merchandise and grain, for a certain reasonable reward, to be paid therefor, and then and there was such warehouseman, and being such warehouseman, it was then and there the duty of said defendant, not to issue as such warehouseman, to any person purporting to be the owner of such goods, merchandise, grain or other produce or commodity, any receipt or other voucher for such goods, wares, merchandise, grain, or other produce or commodity, unless such goods, wares, merchandise, or other produce or commodity should had been bonafide received into store by said defendant as such warehouseman, and should have been in store and under the control of said defendant, as such warehouseman, at the time of issuing such receipt. Yet the said defendant disregarding his duty in that behalf, and intending to cheat and



Bar

defraud the said plaintiffs afterwards, to wit, on the day and year and at the place aforesaid, falsely, fraudulently and deceitfully, and contrary to the forms of the statute, in such case made and provided, issued to the said plaintiffs by the name and style of Low & Chapin, a receipt or voucher, in substance and effect following, that is to say: No. 1301, La Salle, March 23d, 1852, received in store of B., A. & L. for tickets taken up, eighty-three hundred and seventy-seven 17-56 bushels shelled corn, for account of Low & Chapin, at their risk of fire, 8377 17-56 bushels, \$, William Martin, by D. P. Bell. The said receipt or voucher, then and there purporting that the said defendant, had, then and there received in store, for the said plaintiffs, eight thousand three hundred and seventy-seven 17-56 bushels of shelled corn, and the said plaintiffs, then and there purported to be the owners of said corn, mentioned in said receipt or voucher, as he, the said defendant, then and there well knew, and the said corn was then and there of great value, to wit, of the value of four thousand dollars. And the said plaintiffs in fact say that the said defendant at the time of issuing by him, as aforesaid, of the said last mentioned receipt or voucher, did not have in store, and there had not then and there been bona fide received in store by the said defendant, the said eight thousand three hundred and seventy-seven 17-56 bushels of shelled corn, mentioned in said receipt or voucher, or any part thereof, and same was not then and there in store, and under the control of him the said defendant, nor was any part thereof then and there in store and under the control of him the said defendant, and so the said plaintiffs say that the said defendant issued the said last mentioned receipt or voucher, deceitfully and fraudulently and contrary to the form of the statute, in such case made and provided, and with intent then and there to cheat and defraud the plaintiffs, and that by means of premises they are aggrieved and have sustained damages, in the sum of two thousand dollars.

3  
Wm. W. Low  
Baldwin, Adams & Lake  
Martin

And also for that, whereas, the said defendant afterwards to wit, on the sixteenth day of June, in the year of our Lord eighteen hundred and fifty-two, at La Salle, aforesaid, in the state of Illinois, the said defendant then and there being a warehouseman, fraudulently issued to the said plaintiffs a certain other receipt or voucher, in words and figures following, that is to say: No. 57, La Salle, June 16th, 1852, received in store, of Baldwin, Adams & Lake, tickets up ten hundred and ninety-six 4-70 bushels of ear corn, for account of W. W. Low, at his risk of fire, 1096 4-70 bushels, \$, Wm. Martin, by D. P. Bell, and the said plaintiffs in fact say, that at the time of the issuing by the said defendant, of the said last mentioned receipt or voucher, as aforesaid, they, the said plaintiffs, then and there as partners, as aforesaid, purported to be, and were the owners of the corn mentioned in said receipt or voucher, and which by said receipt or voucher, purported to have been received in store by the said defendant, for the account of the said W. W. Low, and the plaintiffs further say that the W. W. Low, in said receipt or voucher mentioned, was and is William W. Low, one of the plaintiffs in this suit, as he, the said defendant, then and there well knew, and the said plaintiffs' money was furnished then and there by them, through the said Baldwin, Adams & Lake, mentioned in said receipt, to buy the said corn, mentioned in the said receipt, as he the said defendant then and there well knew.

And the said plaintiffs in fact further say, that the said defendant, at the time of the issuing by him of the said last mentioned voucher or receipt by him as aforesaid, had not then and there bona fide received into store the said ten hundred and ninety-six 4-70 bushels of ear corn, in the said receipt or voucher mentioned, and the same was not then and there in store and under the control of him the said defendant, nor had any part thereof so been received in store by said defendant, and no part thereof was then and there in store and under the control of him, the said defendant, and the said corn, mentioned in the said receipt or voucher, was then and there of great value, to wit, of the value of five hundred dollars. And so the said plaintiffs say that the said defendant issued the last mentioned receipt or voucher fraudulently, against the provisions of the statute, in such case made and provided, and with intent then and there to cheat and defraud the said plaintiffs and that they are aggrieved and have sustained damages by means of the premises in the sum of two thousand dollars. And also for that, whereas the said defendant afterwards to wit, on the 16th day of June, A. D., 1852, at La Salle, in the county of La Salle and state of Illinois, was and exercised the business of warehouseman, and as such warehouse-



man afterwards to wit, on the day and year and at the place, aforesaid, issued to the said plaintiffs a certain other receipt or voucher in substance and effect following; that is to say: No. 59, La Salle, June 16th, 1852, received in store, of B., A. & L., seventeen hundred and eighteen 7-56 bushels of shelled corn, for account of W. W. Low, at his risk of fire, 1718 7-56 bushels, \$—, William Martin, by D. P. Bell. And the said plaintiffs, in fact say that the said W. W. Low, in the aforesaid receipt or voucher mentioned, was and is the said plaintiff William W. Low, and that the said plaintiffs are partners, under the style, name and firm of Low & Chapin, furnished the money, wherewith to purchase the said corn, mentioned in said voucher or receipt, and purported to be the owners of said corn, mentioned in said receipt, and purporting therein to have been received in store by the said defendant, all of which the said defendant then and there well knew. And so the said plaintiffs in fact say that the said last mentioned receipt or voucher, was issued to them, and that they, then and there purporting to be the owners of the said corn, mentioned in the said receipt or voucher, as he the said defendant then and there well knew, and the said plaintiffs in fact further say that at the time of issuing the said last mentioned receipt or voucher, aforesaid, by the said defendant, there had not been then and there bona fide received into store, by the said defendant the seventeen hundred and eighteen 7-56 bushels of shelled corn, mentioned therein, or any part thereof, and the said last mentioned quantity of corn, was not then and there in store and under the control of him the said defendant, nor was any part of the same then and there so in store, and under the control of him the said defendant. And the said plaintiffs further say that the said last mentioned number of bushels of corn, was then and there of great value, to wit, of the value of eight hundred dollars. And so the said plaintiffs, in fact say that the said defendant then and there fraudulently and deceitfully, and contrary to the provisions of the statute, in such case made and provided, issued the said last mentioned receipt or voucher, to them, the said plaintiffs, as aforesaid, and with intent then and there, to cheat and defraud them the said plaintiffs, whereby the said plaintiffs are aggrieved, and have sustained damage in the sum of two thousand dollars.

And also for that whereas the said defendant afterwards, to wit, on the first day of July, A. D., 1852, at La Salle, in the county of La Salle and state of Illinois, was and exercised the business and calling of a warehouseman, and as such warehouseman, afterwards, to wit, on the day and year, and at La Salle, aforesaid, issued to the said plaintiffs a certain other receipt or voucher, in substance and effect and figures following, that is to say: No. 66, La Salle, July 1st, 1852, received in store, of B. A., & L., for tickets up, one hundred and thirty-nine 14-56 bushels shelled corn, for account of W. W. Low, at his risk, 139 14-56, William Martin, by D. P. Bell. And the said plaintiffs in fact say that the said W. W. Low, in the last aforesaid receipt or voucher mentioned, was and is the said plaintiff, William W. Low, and that the said plaintiffs as partners, under the name, style and firm of Low & Chapin, then and there furnished the money, wherewith to purchase the said corn, in the said voucher or receipt mentioned, and were then and there the owners of said corn, in said receipt or voucher mentioned, and purporting therein to have been then and there received in store by the said defendant, all of which the said defendant then and there well knew. And so the said plaintiffs in fact say that the last mentioned receipt or voucher was issued to them, and that they then and there purporting to be the owners of the said corn, in said receipt or voucher, as he the said defendant then and there well knew, and the said plaintiffs in fact further say, that at the time of issuing the said last mentioned receipt or voucher aforesaid, by the said defendant, there had not been then and there bona fide received into store by the said defendant, the said one hundred and thirty-nine 14-56 bushels of shelled corn, in said last mentioned receipt or voucher mentioned, or any part thereof, and the said last mentioned quantity of corn was not then and there in store and under the control of him the said defendant, nor was any part thereof, then and there in store, and under the control of him the said defendant. And the said plaintiffs in fact further say, that the said last mentioned number of bushels of corn was then and there of great value, to wit, of the value of sixty dollars, and so the said plaintiffs in fact say that the said defendant then and there fraudulently and deceitfully and contrary to the provisions of the statute, in such case made and provided, issued the last mentioned receipt or voucher to them, the



said plaintiffs, as aforesaid, and with intent then and there to cheat and defraud them, the said plaintiffs. And so the said plaintiffs say that they are aggrieved and have sustained damage by reason of premise, in the sum of two thousand dollars.

And also for that whereas the said defendant, afterwards, to wit, on the first day of July, A. D., 1852, at La Salle, Illinois, was and exercised the business and calling of a warehouseman, and afterwards, to wit, on the same day and year, and at the place aforesaid, issued to the said plaintiffs a certain other receipt or voucher, in substance and effect following, that is to say: No. 67, La Salle, July 1st, 1852; received in store, of B. A., & L., for tickets up, forty-four bushels ear corn, for account of W. W. Low, at his risk, 44 bushels, \$, William Martin, by D. P. Bell.

And the said plaintiffs in fact say, that the said W. W. Low, in the aforesaid receipt or voucher mentioned, was and is the said plaintiff William W. Low, and that the said plaintiffs are partners under the style, name and firm of Low & Chapin, then and there furnished the money, wherewith to purchase the said corn mentioned in the said voucher or receipt and were the owners of the said corn mentioned in said receipt and purporting therein to have been received in store by the said defendant, all of which the said defendant then and there well knew.

And so the said plaintiffs in fact say, that the said last mentioned receipt or voucher was issued to them, and that they then and there purported to be the owners of the said corn, in said receipt mentioned, as the said defendant then and there well knew, and the said plaintiffs in fact further say, that at the time of issuing the said last mentioned receipt or voucher, by the said defendant, as aforesaid, there had not been then and there bona fide received into store by the said defendant the said forty-four bushels of ear corn, in the said receipt or voucher mentioned, or any part thereof, and the said last mentioned quantity of corn was not then and there, nor was any part of the same in store and under the control of him the said defendant. And the said plaintiffs in fact further say, that the said last mentioned number of bushels of corn, was then and there of great value, to wit, of the value of twenty dollars, and so the said plaintiffs in fact say that the said defendant then and there fraudulently and deceitfully, and contrary to the provisions of the statute, in such case made and provided, issued the last mentioned receipt or voucher to them, the said plaintiffs as aforesaid, and with intent then and there to cheat and defraud them, the said plaintiffs.

And so the said plaintiffs in fact say, that by reason of premises they are aggrieved, and have sustained damage in the sum of two thousand dollars.

And also for that whereas, the said defendant, to wit, on the 23d day of March, A. D., 1852, at La Salle, Illinois, was and exercised the business and calling of a warehouseman, and being such warehouseman, he the said defendant, afterwards, to wit, and the same day and year, and place aforesaid, issued to the said plaintiffs by the name and style of Low & Chapin, two certain receipts or vouchers, purporting on their face and by which he the said defendant, then and there acknowledged that he had then and there received in store for the plaintiffs, by the name and style of Low & Chapin, seven thousand three hundred and forty-eight 6-70 bushels of ear corn, and eight thousand three hundred and seventy-seven 17-56 bushels of shelled corn. And the said plaintiffs in fact further say, that the said defendant, afterwards, to wit, on the sixteenth day of June, A. D., 1852, at La Salle, aforesaid, issued to the said plaintiffs, by the name and style of W. W. Low, two certain other receipts or vouchers by one of which receipts or vouchers the said defendant acknowledged, and the said receipt or voucher purported that the said defendant then and there had received in store for the plaintiffs, by the name and style of W. W. Low, two hundred and ninety-six and 4-70 bushels of ear corn, and by the other of which receipt the said defendant admitted on the face of the same, that he had received in store for account of W. W. Low seventeen hundred and eighteen and 7-56 bushels of shelled corn.

And the said plaintiffs, in fact, further say that afterwards, to wit, on the first day of July, A. D. 1852, at La Salle, aforesaid, the said defendant also issued to them by the name and style of W. W. Low, two certain other receipts or vouchers purporting on their face that the said defendant, by one of said receipts, had received in store for account of W. W. Low, at his risk, one hundred and thirty-nine 14-56 bushels of shelled corn, and by the other of said vouchers or receipts, that he,



the said defendant had also received in store, for account of the said W. W. Low, at his risk, forty-four bushels of ear corn, and the said plaintiffs, in fact, further say that the said W. W. Low, in the four last receipts or vouchers mentioned, and on whose account it is stated in said receipts or vouchers the said corn mentioned in said receipts was received, was and is the said plaintiffs', William W. Low. And the said plaintiffs further say that all the money furnished for the purchase of all the corn mentioned in each and all of the foregoing receipts or vouchers was furnished by the said plaintiffs, and was then and there, their, the said plaintiffs money, and all of the corn mentioned in the said receipts was then and there the said plaintiffs property, by the name and style of the firm of Low & Chapin, under which name and firm the said plaintiffs then and there were and for a long time previous thereto had been doing business as produce merchants, and no part of said money, and no part of said corn was then and there, or at any time the separate property of the said William W. Low, all of which he, the said defendant, then and there, and at the time of issuing the said several receipts or vouchers, and each of them, well knew.

And the said plaintiffs, in fact, say that the said several receipts or vouchers herein before mentioned, and each of them, were issued to the said plaintiffs, and that they, the said plaintiffs, at the time aforesaid, when the said receipts or vouchers, and each of them aforesaid were issued to them, were the owners of all the corn mentioned in the said receipts or vouchers, and each of them. And at the said several times when the same were issued as aforesaid, purported to be such owners. And the said plaintiffs, in fact, further say that the said defendant, at the time when he issued to the said plaintiffs, as aforesaid, the third, fourth, fifth and sixth of the aforesaid receipts, herein before referred to, after deducting the quantity of corn called for by the two first mentioned of the aforesaid receipts or vouchers, from the amount which the said defendant had in store for the said plaintiffs, at the time he issued to them the said third mentioned receipt, or voucher, had not then and there bonafide received into store the said 1096 4-70 bushels of ear corn, in the said third receipt mentioned, or any part thereof. And the said Plaintiffs in fact, say that at the time when he, the said defendant issued to them the fourth mentioned of the aforesaid receipts or vouchers, he, the said defendant had not then and there bona fide received into store, the said seventeen hundred and eighteen and 7-56 bushels of shelled corn mentioned in the said receipts or vouchers, or any part thereof, and they further say that at the time when he, the said defendant issued to them the fifth mentioned of the aforesaid receipts, he, the said defendant had not then and there bonafide received into store the said one hundred and thirty nine and 14-56 bushels of shelled corn, mentioned in said last mentioned receipt or voucher, or any part thereof, and they further say that the said defendant at the time when he issued to them the sixth mentioned of the aforesaid receipts, had not, then and there bonafide received into store the said forty-four bushels of ear corn mentioned in said last mentioned receipt or any part thereof, and the said plaintiffs in fact further say that at the said several times when he, the said defendant issued to them, as aforesaid, the said third, fourth, fifth and sixth receipts or vouchers, before mentioned, the said several quantities of corn mentioned in the last aforesaid receipts, and each of them was not in store and under the control of him, the said defendant, nor was any part of the several quantities of corn mentioned in the said four last mentioned several receipts, and each of them then and there in store, and under the control of him, the said defendant. And so the said plaintiffs, in fact, say that he, the said defendant then and there fraudulently and deceitfully issued the said four last mentioned receipts or vouchers, and with intent then and there to cheat and defraud the said plaintiffs, and contrary to the form of the statute in such case made and provided. And the said plaintiff in fact, further say, that by means of the premises they were defrauded of the whole sum of money paid by them for the entire quantity of corn mentioned and specified in the said four last mentioned receipts or vouchers, and amounting in all to a large sum of money, to wit: the sum of three thousand dollars; and so the said plaintiffs say they are aggrieved, and have sustained damage to a large amount, to wit: in the sum of two thousand dollars.

And also for that whereas: the said defendant afterwards, to wit, on the 23d day of March, A. D. 1852, at La Salle, Illinois, issued to the said plaintiffs by the name and style of Low & Chapin, a receipt or voucher for grain, to wit: corn in substance



and effect, as follows: No. 1300, La Salle, March 23d, 1852. Received in store of B. A. & L. for tickets taken up, seventy-three hundred and forty-eight 6-70 bushels ear corn for account of Low & Chapin, at their risk of fire. 7348 6-70 bushels.

WM. MARTIN, by D. P. BELL.

The said defendant being then and there a warehouseman, and the said plaintiffs further say that they then and there purported to be the owners of the said corn mentioned in the aforesaid receipt or voucher. The said plaintiffs further say that the said corn mentioned in said receipt or voucher had not been bonafide received in store by the defendant at the time he issued said receipt or voucher, to wit, at La Salle aforesaid, in the day and year aforesaid, and was not then and there in store, and under the control of him, the said defendant, and the said corn was then and there of great value, to wit, of the value of three thousand dollars; and so the said plaintiffs say that the defendant issued the said receipt or voucher fraudulently and deceitfully, contrary to the form of the statute in such case made and provided, and with intent to deceive and defraud the said plaintiffs, and the said plaintiffs further say, that on the faith of said receipt or voucher, and of the corn mentioned therein having been received in store by the defendant as therein stated, they paid, settled with and allowed to the firm of Baldwin, Adams & Lake, of La Salle, a large sum, to wit: the sum of three thousand dollars, as having been paid out by them for the plaintiffs, for the corn mentioned in said receipt or voucher, and so the said plaintiffs in fact say that by reason of the premise they were and are aggrieved and have sustained damages in the sum of two thousand dollars. And also for that whereas the said defendant afterwards, to wit, on the 23d day of March, A. D. 1852, at La Salle, Illinois, issued to the said plaintiffs, by the name and style of Low & Chapin, a certain other receipt or voucher, in substance and effect, as follows, to wit: No. 1301, LaSalle, March 23d, 1852. Received in store of B. A. & L. for tickets taken up, eighty-three hundred and seventy-seven, 17-56 bushels of shelled corn, for account of Low & Chapin, at their risk of fire. 8377, 17-56 bushels.

WM. MARTIN, by D. P. BELL.

And the plaintiffs say that the said defendant was then and there engaged in the business of a warehouseman, and that the plaintiffs then and there purported to be the owners of the corn mentioned in said receipt or voucher, and plaintiffs further say that the corn mentioned in said receipt or voucher had not then and there been bonafide received into store by the defendant, and was not then and there in store and under the control of him, the said defendant, nor had any part thereof been bonafide received in store, nor was any part thereof then and there in store, and under the control of him, the said defendant, and the said corn was then and there of great value, to wit: of the value of four thousand dollars. And the plaintiffs further say, that on the faith of the last mentioned receipt or voucher, and of the corn mentioned therein having been received in store as the same, purports the said plaintiff paid, settled with, and allowed to the firm of Baldwin, Adams & Lake, of LaSalle, a large sum of money, to wit: the sum of four thousand dollars, as having been paid out by them for plaintiffs, for the corn mentioned in said last mentioned receipt or voucher. And so the plaintiffs say that the defendant issued the said last mentioned receipt or voucher fraudulently and deceitfully; contrary to the form of the statute in such case made and provided, and with intent then and there to deceive and defraud the said plaintiffs. And so the said plaintiffs in fact say by means of the premises they are aggrieved, and have sustained damage in the sum of two thousand dollars.

And also for that whereas the said defendant afterwards, to wit, on the 16th day of June, A. D. 1852, at La Salle, Illinois, issued to one, William W. Low, by the name of W. W. Low, a certain other receipt or voucher, for grain, to wit: corn in substance and effect as follows, to wit: No. 57, LaSalle, June 16th, 1852. Received in store of Baldwin, Adams & Lake tickets taken up to ten hundred and ninety-six, 4-70 bushels of ear corn, for account of W. W. Low, at his risk of fire. 1006 4-70 bushels.

WM. MARTIN, by D. P. BELL.

And the plaintiffs in fact say that the said defendant was then and there engaged in carrying on the business of a warehouseman, and that the said William W. Low then and there purported to be the owner of the corn mentioned in said receipt or voucher. And the said plaintiffs further say that the W. W. Low, mentioned in the said last mentioned receipt or voucher, and William W. Low, the plaintiff in



W. W. Low  
Baldwin, Adams & Lake

this suit, are one and the same person, they further say that there had not then and there been bonafide received into store by the said defendant, the said ten hundred and ninety-six, 4-70 bushels of ear corn mentioned in said receipt or voucher, or any part thereof, and the same was not then and there in store and under the control of him, the said defendant, nor was any part thereof then and there in store, and under the control of him, the said defendant. And the said plaintiffs in fact further say, that they, on the faith of the last aforesaid receipt or voucher, and of the corn therein mentioned being then and there bonafide in store, by the said defendant, as the said receipt or voucher purports, then and there paid, settled with, and allowed to the firm of Baldwin, Adams & Lake a large sum of money, to wit, the sum of five hundred dollars, the same being then and there the value of said last mentioned corn. And so the said plaintiffs say that they were and are aggrieved by means of the defendants violation as aforesaid, of the provisions of the statute, in such case made and provided, and that the said last mentioned receipt or voucher was then and there deceitfully and fraudulently issued by the said defendant. And that the said plaintiffs were then and there deceived and defrauded thereby to their damage five hundred dollars.

And also for that whereas the said defendant afterwards, to wit, on the 16th day of June, in the year of our Lord, eighteen hundred and fifty-two, at La Salle, Illinois, issued to William W. Low, the plaintiff in this suit by the name of W. W. Low, a certain other receipt or voucher for grain, to wit: Corn in substance and effect as follows; that is to say, No. 59, La Salle, June 16th, 1852. Received in store of B. A. & L. tickets taken up seventeen hundred and eighteen, 7-56 bushels of shelled corn, for account of W. W. Low, at his risk of fire. 1718 7-56 bushels.

WM. MARTIN, by D. P. BELL.

W. W. Low  
Baldwin, Adams & Lake

And the said plaintiffs in fact say that the said defendant was then and there exercising and carrying on the business of a warehouseman, and that the said William W. Low then and there purported to be the owner of the corn mentioned in the last aforesaid receipt or voucher, and that the same was then and there of great value, to wit: of the value of eight hundred dollars. And that the said plaintiffs then on the faith of said last mentioned receipt or voucher, and of the defendant then and there having bonafide received into store, and of there being then and there in store and under the control of him, the said defendant, the said 1718 7-56 bushels of shelled corn mentioned in the last aforesaid receipt or voucher, paid, settled and accounted with the firm of Baldwin, Adams & Lake, as and for the value of said last mentioned corn, to wit, the said sum of eight hundred dollars.

And the said plaintiffs in fact further say that the said corn mentioned in said last mentioned receipt or voucher had not then and there been bonafide received into store by the said defendant, nor had any part thereof; and the said defendant did not then and there have in store, and under the control of him, the said defendant, the said last mentioned corn, or any part thereof.

And the said plaintiffs further say that by means of the premises they are so aggrieved, and that the said defendant fraudulently and deceitfully issued the said last mentioned receipt or voucher contrary to the form of the statute in such case made and provided, and that the said plaintiffs were deceived and defrauded thereby, to their damage eight hundred dollars.

And also for that whereas the said defendant afterwards, to wit: on the first day of July, A. D. 1852, at La Salle, Illinois, issued to William W. Low, one of the plaintiffs in this suit by the name of W. W. Low, a certain other receipt or voucher for grain, to wit: Corn in substance and effect, as follows, to wit: No. 66, La Salle, July 1st, 1852. Received in store of B. A. & L. for tickets up one hundred and thirty-nine, 14-56 bushels shelled corn, for account of W. W. Low, at his risk. 139 14-56 bushels.

WM. MARTIN, by D. P. BELL.

W. W. Low  
Baldwin, Adams & Lake

And the said plaintiffs in fact say that the said defendant was then and there exercising and carrying on the business of a warehouseman; that said William W. Low then and there purported to be the owner of the corn in said receipt or voucher mentioned; that the same was then and there of great value, to wit, of the value of sixty dollars; and that the said plaintiffs then and there, on the faith of said last mentioned receipt or voucher, and of all the corn mentioned therein having been bonafide received into store by the said defendant, and of the same then and there being in store, and under the control of him, the said defendant,



then and there paid, settled with, and allowed to the firm of Baldwin, Adams & Lake the value of said last mentioned corn, to wit, the said sum of sixty dollars.

Yet the said corn, in said last mentioned receipt or voucher specified, had not then and there been bonafide received into store by the said defendant, nor had any part thereof; and the same was not then and there in store and under the control of him, the said defendant; nor was any part thereof in store and under defendants control.

And so the plaintiffs say that by means of the premises they are aggrieved, and that the said defendant issued the said last mentioned receipt or voucher fraudulently, deceitfully, and contrary to the provisions of the statute in such case made and provided, and that the said plaintiffs were deceived and defrauded thereby to their damage sixty dollars.

And also for that whereas the said defendant afterwards, to wit, on the first day of July, A. D. 1852, at La Salle, Illinois, issued to William W. Low, one of the plaintiffs in this suit by the name of W. W. Low, a certain other voucher or receipt for grain, to wit, No. 67. La Salle July 1st, 1852. Received in store of B. A. & L. for tickets up, forty-four bushels ear corn for account of W. W. Low, at his risk. 44 bush.

Wm. MARTIN, by D. P. BELL.

And the said plaintiffs in fact say that the said defendant was then and there exercising and carrying on the business of a warehouseman, and that the said William W. Low then and there purported to be the owner of the corn mentioned in said receipt or voucher and that the same was then and there of great value, to wit, of the value of twenty dollars. And that the said plaintiffs then and there on the faith of said last mentioned voucher or receipt and of the said defendant having then and there bona fide received into store, and of these then and there being in store and under the control of him, the said defendant, the said forty-four bushels of ear corn mentioned in said receipt or voucher then and there paid, settled with and allowed to the firm of Baldwin, Adams & Lake, the value of the same corn, to wit, the said sum of twenty dollars. Yet the said plaintiffs in fact say that the said corn in said last mentioned receipt or voucher specified had not then and there been bona fide received into store by the said defendant, nor had any part thereof, and the same was not then and there in store and under the control of him, the said defendant, nor was any part thereof so in store and under the defendants control.

And so the said plaintiffs say that by means of the premises they are aggrieved, and that the said defendant issued the said last mentioned receipt or voucher fraudulently, and deceitfully, and contrary to the provisions of the statute in such case made and provided, and that the said plaintiffs were deceived and defrauded thereby to their damage two thousand dollars, and therefore they bring their suit, &c.

J. C. CHAMPLIN, Plaintiffs' Att'y.

*Shumway Charles Starnes*  
*Plaintiffs attys*



Low

Martin

Actions on the case

Abstract

by to their damage two thousand dollars and that the said plaintiff was deceived and defrauded by the  
made and provided, and that the said plaintiff was deceived and defrauded by the  
defendant, and accordingly, and contrary to the provisions of the statute in such case  
and that the said defendant issued the said last mentioned receipt or voucher, and  
And so the said plaintiff says that by means of the premises they are deceived  
defendant's conduct.  
And of this the said defendant, nor was any part thereof, so in store and under the  
and part thereof, and the same was not then and there in store and under the con-  
then and there been paid into store by the said defendant, nor had  
at that time the said defendant had no money, receipt or voucher, and that the  
that with and allowed to the firm of Baldwin & Co. the value of the  
perhaps of our corn mentioned in said receipt or voucher then and there paid, ac-  
having them and there been the received into store, and of these then and there  
on the faith of said last mentioned voucher or receipt and of the said defendant  
with of the value of twenty dollars. And that the said plaintiff then and there  
in said receipt or voucher and that the same was then and there of great value to  
William W. Low, then and there purchased to be the owner of the corn mentioned  
exchanging and carrying on the business of a warehouseman, and that the said  
And the said plaintiff in fact says that the said defendant was then and there  
his name. At which  
A. & L. for tickets not forty-four perhaps can own for account of W. W. Low, at  
cash for grain to wife No. 67. La Salle July 1st 1823. Received in store of B.  
plaintiffs in this suit by the name of W. W. Low, a certain other voucher or re-  
of July, A. D. 1823, at La Salle, Illinois, issued to William W. Low, one of the  
And also for that whereas the said defendant afterwards to wit on the first day  
their damage sixty dollars.  
and provided, and that the said plaintiff was deceived and defrauded by the  
And so the plaintiff says that by means of the premises they are deceived and  
defendant's conduct.  
And of this the said defendant, nor was any part thereof, in store and under the  
and part thereof, and the same was not then and there in store and under the con-  
then and there been paid into store by the said defendant, nor had  
Yet the said court in said last mentioned receipt or voucher, and  
take the value of said last mentioned corn, to wit, the said sum of  
then and there paid, settled with, and allowed to the firm of Baldwin & Co.


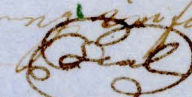
Shumway Martin  
Dome  
Ally for Plaintiff



Know all men by these presents, That we William W. Low & John P. Chapin as principals, & Noah R. Smith as security - are held & firmly bound unto William Martin in the sum of three hundred dollars, to the payment of which, well & truly to be made, we bind ourselves, our heirs, Executors & administrators, by these presents. Witness our hands & seals this 11<sup>th</sup> day of December A.D. 1854.

The condition of this obligation is such, that whereas at the November Term A.D. 1853 of the Circuit Court in & for the County of La Salle in ~~the~~ State of Illinois a certain judgment was rendered by said Court in a certain action of trespass on the case then pending in said Court wherein said William W. Low & John P. Chapin were plaintiffs & said William Martin was defendant in favor of said defendant & against said plaintiffs, - from which judgment said Low & Chapin have sued out a writ of error to said Circuit Court to remove the record in said cause to the Supreme Court of said State - Now, if the said Low & Chapin shall duly prosecute their said writ & shall pay the amount of said judgment with costs, interest & damages, in case the same shall be affirmed, then this obligation shall be void, otherwise in force -

Wm W. Low 

John P. Chapin   
by Wm W. Low his attorney in fact  
Noah R. Smith 



30  
Low v. Chapman  
vs.  
Wm Martin

Bond  
case

Case

Filed Dec. 11. 1854.  
L. Ueland Clk.



STATE OF ILLINOIS,  
Supreme Court,

ss. The People of the State of Illinois,

To the Sheriff of the County of Cook ——— 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 *La Salle* ——— county, before the Judge thereof, between *William W Low and John P Chapin* Plaintiffs and *William Martin* ———

defendant, it is said that manifest error hath intervened, to the injury of the said *William W Low and John P Chapin* ———

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 *William Martin* ———

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 *second Monday in June* ——— 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 *William Martin* ———

notice, together with this writ.

*Walter B Seaton*

WITNESS, the Hon. *Samuel H. Treat*, Ch' of Justice of our said Court, and the Seal thereof, at Ottawa, this *3d* ——— day of *December* in the Year of Our Lord One Thousand Eight Hundred and Fifty-five

*L. Leland* Clerk of the Supreme Court. Do-  
by *J. B. Rice* Deputy clk.



260 ✓ D  
Low & Chapin

✓  
William Martin

writ of Error. sup ct.

Filed March 25. 1856.

L. Leland Clerk.

By J. B. Rice Deputy

freight spent on the  
Aurora Road

Saved by reading to the within  
named William Martin this  
the 8th day of Dec 1855-

For 1 Service	50
1 mile	5-
1 Return	10
	<hr/> 65-

Jas. Anson Sheriff  
John W. Dart Deputy

On My Hand Feb 19<sup>th</sup> 1856

James Anson  
Thrift



STATE OF ILLINOIS,  
*Supreme Court,*

ss. The People of the State of Illinois,

To the Clerk of the Circuit Court for the county of *La Salle* 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 *La Salle* county, before the Judge thereof, between *William W. Low & John P. Chapin*

plaintiff<sup>s</sup> and *William Martin*

defendant, it is said manifest error hath intervened, to the injury of the aforesaid *plaintiffs*,

as we are inform-

ed 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 *2<sup>d</sup> Monday in June* - 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. **SAMUEL H. TREAT**, Chief Justice  
 of our said Court, and the Seal thereof, at Ottawa, this *11<sup>th</sup>* day of *December*  
 in the Year of Our Lord One Thousand Eight Hundred and Fifty-*four*.

*L. Leland* Clerk of the Supreme Court.

By *P. K. Leland* Supy. Clk.



Mr W. Low &  
John P. Chapin  
vs.

Mr Martin

Writ of error.

This writ of error is  
made a supersedeas.  
And such is to be  
obeyed accordingly  
by all concerned.  
Dec. 11<sup>th</sup> 1854. L. Deland Clk.  
By P. K. Deland Jy.

Filed December 11<sup>th</sup> 1854,  
L. Deland Clk.  
By P. K. Deland Jy.

Supreme Court  
STATE OF ILLINOIS.

The People of the State of Illinois,



STATE OF ILLINOIS,

Supreme Court,

ss.

The People of the State of Illinois,

To the Clerk of the Circuit Court for the county of *La Salle* 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 *La Salle* county, before the Judge thereof, between *William M. Low & John P. Chapin*

plaintiff<sup>s</sup> and *William Martin*

defendant, it is said manifest error hath intervened, to the injury of the aforesaid *plain tiffs*

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 *2<sup>d</sup> Thursday in June* 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. **SAMUEL H. TREAT**, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *11<sup>th</sup>* day of *December* in the Year of Our Lord One Thousand Eight Hundred and Fifty-*four*.

*Leland* Clerk of the Supreme Court.  
By *R. K. Leland* Secy. Clk.



Wm W Lou &  
John P Chapin  
vs.

William Martin

Writ of error.

This writ of error is made  
a Supradudas Vao such  
is to be obeyed accordingly  
by all concerned.

L. Deland Clk.  
By P. K. Deland Siff,  
Dec. 11<sup>th</sup> 1854.

Filed December 11<sup>th</sup> 1854.

L. Deland Clk.  
By P. K. Deland Siff.



STATE OF ILLINOIS,

Supreme Court,

ss.

The People of the State of Illinois,

To the Sheriff of the County of Cook ——— 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 *La Salle* ——— county, before the Judge thereof, between *William W Low and John P Chapin* Plaintiffs and *William Martin* ———

Defendant, it is said that manifest error hath intervened, to the injury of the said *William W. Low and John P. Chapin* ———

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 *William Martin* ———

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 *second* Monday in *June* 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 *William Martin* ———

notice, together with this writ.

*Wallis B Seates*

WITNESS, the Hon. ~~Samuel H. Treat~~, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *3d* ——— day of *December* in the Year of Our Lord One Thousand Eight Hundred and Fifty-*five*

*L. Seland*

Clerk of the Supreme Court. Do-  
by *J. B. Rice* Deputy Clerk.



Low & Chapin

vs

William Martin

writ of Error sup, ct.

Served by reading to the  
within named William Martin  
this the 8th day of Dec 1855

For 1 Service	50
1 Mile	5
1 Return	10
	<hr/> 65

Jas. Andrew Sheriff

John W. Dart Deputy

Recd My Lres. Feb 19<sup>th</sup> 1856

James Andrew

Filed March 25, 1856 Hft

L. Seland Clerk

By J. B. Rice Deputy



Wm W. Low &  
John P. Chapin }  
as } Envo to La Salle - 2 cases -  
Wm Martin }

Recd. of L. Veland Clerk Sup. Court  
the Records in the two cases above described  
Which I am to return soon -  
Ottawa Mass. 23. 1855.

Wm W. Low



W. W. Law's  
Receipts for rents



State of Illinois  
Sasalee County, ss.

Noah R Smith being duly sworn  
doth depose and say that he is the owner & possessor  
of real and personal estate which is liable to any  
execution which might be issued against him  
of the value of Eighteen hundred dollars over and  
above the payment of all his debts & liabilities  
now due or liable to become due & further depone  
Smith not

Subscribed and sworn to }  
before me, this 8<sup>th</sup> day }  
of Dec 1834 }  
A. L. Fisher, J.P.

A. R. Smith



Low & Chapin  
vs.  
Wm Martin

Affdt. of  
Security on  
superseas bond

Filed Dec. 11<sup>th</sup> 1854,  
L. Deland Clk.,  
By P. H. Deland Sg.