

No. 13547

Supreme Court of Illinois

Cop~~pl~~and

vs.

Ill. Cent. R. R. Co.

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No.

295

Copied
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Julien

Pease

1. 1.
United States of America
State of Illinois Cook County } *Se.*

Pleas before the Honorable the Judges of Superior
Court of Chicago, within and for the County of
Cook and State of Illinois, at a regular Term
of said Superior Court of Chicago, begun and
held at the Court House in the City of Chicago
in said County and State on the first Monday
being the fifth day of December in the year of
our Lord one thousand eight hundred and fifty
three and of the Independence of the United
States of America the Eighty fourth.

Present The Hon: John M. Nelson . . . Chief Justice
of Superior Court of Chicago.

Wm H. Higgins & Grant Gordonch . . . Judges
Carlos Haven Presenting Counsel
John Gray Sheriff of Cook County.

Attest

Walter Kimball. Clerk.

Be it remembered that heretofore to wit on the Twenty sixth day of August A. D. Eighteen hundred and fifty nine came Henry B. Copland by Deates, McAlister and Jewett, his Attorneys, and filed in the Office of the Clerk of the Superior Court of Chicago his certain Process for Summons and Bond in both in the words and figures following, to wit:

"State of Illinois } Of the September Term of the Superior
Cook County . . . } Set Court of Chicago A. D. 1859.

Henry B. Copland	}	Assumpsit
— (vs) —		
Illinois Central Railroad		Dam \$500.
Company		

The Clerk of the Superior Court of Chicago will issue Summons in the above entitled cause returnable to the September Term 1859 to Plaintiffs damages Five hundred dollars.

Deates McAlister & Jewett
Chicago. Aug. 26th 1859. Attorneys for Plaintiff."

"State of Illinois }
Cook County . . . } Set

Henry B. Copland	}	Assumpsit
— (vs) —		
Illinois Central Railroad		Superior Court of Chicago.
Company		

I hereby enter myself security for costs in this cause

Be it remembered that heretofore to wit on the Twenty sixth day of August A. D. Eighteen hundred and fifty nine came Henry B. Copland by Deates, McAllister and Jewett, his Attorneys, and filed in the Office of the Clerk of the Superior Court of Chicago his certain Process for Summons and Bond in both in the words and figures following, to wit:

"State of Illinois } Of the September Term of the Superior
Cook County . . . } Set Court of Chicago A. D. 1859.

Henry B. Copland	}	Assumpsit
— (vs) —		
Illinois Central Railroad		Dam \$500.
Company		

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Deates McAllister & Jewett
Chicago. Aug. 26th 1859. Attorneys for Plaintiff."

"State of Illinois }
Cook County . . . } Set

Henry B. Copland	}	Assumpsit
— (vs) —		
Illinois Central Railroad		Superior Court of Chicago.
Company		

I hereby enter myself security for costs in this cause

and acknowledge myself bound to pay, or cause to be paid, all costs which may accrue in this action, either to the opposite party or to any of the Officers of this Court in pursuance of the laws of this State.

Dated, this 26th day of August A. D. 1859.

Walter B. Seaser."

And thereupon accordingly on the said Twenty sixth day of August A. D. Eighteen hundred and fifty nine, there was issued out of and under the Seal of said Court Peoples Writ of Summons against said Defendant, Which said Summons with the Sheriffs return thereon endorsed, is in the words and figures following; to wit:

"State of Illinois }
County of Cook } ss.

The People of the State of Illinois

To the Sheriff of said County, Greeting;

We command you that you Summon Illinois Central Railroad Company if it shall be found in your County personally to be and appear before the Superior Court of Chicago of said Cook County on the first day of the next term thereof to be holden at the Court House in the City of Chicago, in said Cook County on the first Monday of September next, to answer unto Henry B. Copland in a Plea of Trespass on the case in promises to the damage of said Plaintiff as he says in the sum of Five hundred dollars. And show you this and there this Writ, with an endorsement thereon in what manner you shall have executed the same.

Witness Walter Kimball, Clerk of our said Court

and the Seal thereof at the City of Chicago, in said County this 26th day of August A. D. 1859.

(Seal.)

Walter Kimball. Clerk."

Endorsed "Served by delivering a true copy with John Remmer Clerk in the Superintendent's Office of the A. & C. R. R. Company, the President not found in my County this 26th day of August 1859.

John Gray. Sheriff

By W. L. Hering. Deputy."

And thereafter also on the said Twenty sixth day of August A. D. eighteen hundred and fifty nine the said Plaintiff by his said Attorneys, filed in the office of the Clerk of said Court his Declaration in said suit; Which said Declaration is in the words and figures following to wit:—

"State of Illinois } Of the September Term of the Superior Court
Cook County. } ss. of Chicago A. D. 1859.

Henry B. Copland,

(12)

The Illinois Central
Railroad Company. }

Verdict

Henry B. Copland, the Plaintiff in this suit complains of the Illinois Central Railroad Company the defendant in this suit, which has been summoned & s of a Plea of Denial on the case on promises For that whereas the said Defendant before and at the time of the making of its said promise and

undertaking hereinafter next mentioned, was a Common Carrier of goods and chattels for hire, in and by a certain Railroad or Railroads from a certain place to wit, from the City of Chicago in Cook County Illinois to a certain other place to wit, to the City of St. Louis, in St. Louis County, State of Missouri to wit at Cook County aforesaid. And the said Defendant being such Carrier as aforesaid, the said Plaintiff heretofore to wit, on or about the first day of October Anno Domini Eighteen Hundred and fifty seven at Chicago in Cook County, Illinois, aforesaid, at the special instance and request of the said Defendant, caused to be delivered to the said Defendant, so being such Carrier as aforesaid, at Cook County aforesaid, certain goods and chattels to wit, One Leather Trunk, of the value of Ten dollars. One new suit of Black Cloth Clothing of the value of Forty dollars. One new suit of Green Clothing of the value of Thirty dollars. Six pairs of green socks. of the value of One dollar and fifty cents. One pair of new green boots of the value of Six dollars. One Silk and one Satin cravat of the value each of One dollar Fifty cents. One gentleman's gold chain new - of the value of Twenty dollars. Six new White Muslin shirts. of the value of Two dollars Fifty cents each. One lady's Gold Watch and chain of the value of Sixty two dollars. Two small Deas and one Sock of the value of Six dollars. One set of new Stone Martin furs, consisting of Muff, Mittens, Sleeves & Gloves, of the value of Fifty dollars. One new Black Satin dress of the value of Thirty dollars. One new black Silk dress of the value of Twenty dollars. One new broche'shaunt of the value of Twenty dollars. Three sets of underclothing or consisting of Three new Chemises, of the value of Three dollars. Two flannel Petticoats, of the value of Six dollars. Five Cotton

Corded Skirts of the value of Three dollars. Two Muslin worked Skirts,
 of the value of Ten dollars. Two plain Edging Spinnet Skirts of the
 value of Six dollars. One set of Canvas Sewing, consisting of Breastpin
 Carriage and Bonnet Pin, of the value of Fifteen dollars. Three metal
 worked collars, of the value of Five dollars. Four sets Muslin
 undershirts of the value of Five dollars. One pair of new garters of
 the value of Two dollars. One pair of Garters of the value of One
 dollar Twenty five cents. One reading Book titled "Satan for the
 Solitary" - containing Three, five - and one ten dollar bills, of the
 value of Twenty five dollars. Six pairs of lady's Stockings of the
 value of Fifty cents each. Three pieces of yarn (new) and Three
 pairs of cotton Stockings each of the value of Fifty cents. One satin
 basque of the value of Five dollars. Four Silk Handkerchiefs of the
 value of One dollar each. Four or Five linen Handkerchiefs of
 the value of One dollar & fifty cents. Four yards of Ribbon Thread lace
 of the value of Six dollars. Four yards narrow Ribbon Thread lace
 of the value of Four dollars. Three pins and buckles, of the value of
 One dollar. of the said Plaintiffs also of great value to wit, of the value
 of Five hundred dollars lawful Money of the United States to be
 taken care of and safely and securely carried and conveyed by the
 said Defendant, as such Carrier as aforesaid, in and by the said
 Railroad or Railroads from, to wit, the City of Chicago aforesaid, to
 wit, the City of St. Louis aforesaid, and there to wit, at the City
 of St. Louis aforesaid, to be safely and securely delivered by the
 said Defendant, for the said Plaintiff; and in consideration thereof,
 and of certain reward, to the said Defendant, in that behalf, the
 said Defendant being such carrier as aforesaid, then and there, to wit,

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on the day and year aforesaid at Cook County aforesaid, undertook
and faithfully promised the said Plaintiff to take care of the said
goods and chattels, and safely and securely to carry and convey
the same in and by the said Railroad or Railroads from, to wit,
Chicago aforesaid, to wit St. Louis aforesaid, and thence to wit, at
St. Louis aforesaid safely and securely to deliver the same to the
said Plaintiff.

And although the said Defendant as such carrier as afore-
said there and there had and received the said goods and chattels
for the purpose aforesaid yet the said Defendant not regarding
its duty as such carrier, not its said promise and undertaking
so made as aforesaid, but contriving & fraudulently intending
craftily and subtly to deceive and injure the said Plaintiff in this
behalf, hath not taken care of the said goods and chattels or safely
or securely carried or conveyed the same from to wit Chicago aforesaid,
to wit, St. Louis aforesaid, nor hath there to wit at St. Louis aforesaid
safely and securely delivered the same for the said Plaintiff, but
on the contrary thereof, it, the said Defendant, being such carrier as
aforesaid, so carelessly and negligently behaved and conducted
itself with respect to the said goods and chattels aforesaid, that
by and through the mere carelessness negligence and improper
conduct of the said Defendant, and its servants in this behalf,
the said goods and chattels being of the value aforesaid, became
and were wholly lost to the said Plaintiff to wit at Cook County
aforesaid.

Wherefore the said Plaintiff faith that he is injured and hath
sustained damage to the amount of Five hundred dollars
and therefore he brings his suit. Seals, McCallister & Jewell
Attorneys for Plaintiff.

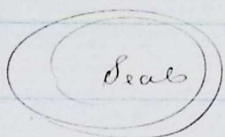
Copy of Account paid in.

"State of Missouri }
County of St. Louis } *W. C.*

Personally appeared before me John J. Powell,
 Notary Public, in and for the aforesaid County Henry C. Copland
 and make oath that the following list of Articles is a true and
 Inventory of the contents of one large leather Trunk shipped on
 the Twenty first of October A. D. 1854 on the Illinois Central
 Railroad from Chicago to Saint Louis for which they gave a
 check marked No 90.

1 New leather Trunk	\$ 10.00
1 " Suit of black Cotton Clothing	40.00
1 " " Sweater " "	30.00
6 pairs Warm Socks	1.50
1 pair New Sweater boots	6.00
1 Silk and 1 Satin cravat	3.00
1 Gent's Gold Chain New	20.00
6 New White Muslin Shirts	15.00
1 Ladies Gold Watch & Chain	60.00
2 Small Pools and 1 Pocket	6.00
1 Set New Stone Marten furs, consisting of Muff, Vesting, Sleeves & Gloves	50.00
1 New black Satin Dress	30.00
1 " " Silk "	20.00
1 New Brocade Shawl	20.00
3 Sets underwear, consisting -	
3 Blouses New	3.00

my Notarial Seal.



Geo. D. Powell

Notary Public."

" Illinois Central Railroad Co.

1857
Oct. To Henry C. Copeland D.C.
To Goods and Chastels

\$ 500.00."

And thereafter to wit on the seventh day of September
A. D. eighteen hundred and fifty nine, came the said Defendants
by its Attorneys and filed in the Office of the Clerk of said Court,
Iowa to said Declaration, together with Affidavit of
Merits, in the words and figures following, to wit,

"State of Illinois } The Superior Court of Chicago
County of Cook ... } 2d September Term A. D. 1859.

Illinois Central Railroad Company
— als —
Henry C. Copeland . . . }

And the said defendant by Stuart & Ayer
its attorneys, comes and defends the wrong and injury whereof
and saith that it did not undertake or promise in manner and
form as the said Plaintiff has above thereof complained against
it, and of this it puts itself on the Country.

Stuart & Ayer

Attys for Defendant."

"State of Illinois) The Superior Court of Chicago
County of Cook) ss September Term A.D. 1859.

Illinois Central Railroad
Company

cas

Henry G. Copeland

David Stuart being duly sworn & deposed and says that he is the Attorney of the said Illinois Central Railroad Company and that he makes this affidavit in its behalf - that he is acquainted with the merits of this case and that the said Company has a good defense to the above entitled action upon the merits as he verily believes

Subscribed and sworn to this
7th day of September A.D. 1859
before me. W. Kinsale 618

And afterwards to wit on the ^{Fifth} ~~last~~ day of December
(being one of the days of the said December Term of said Court)
in the year of our Lord one thousand eight hundred and fifty
nine, the following proceedings were had in said Court, and
entered of record in said Court, to wit,

" Henry. C. Copeland
in

Illinois Central Railroad } Assumptit.
Company }

This day comes said Plaintiff by Scates

The Allister & Jewett his Attorneys and said Defendant by -
 Stuart and Ayer its Attorneys also come and issues being
 joined herein it is Ordered that a Jury come thereupon comes
 the Jury of good and lawful men to wit,

W. H. Dickler Jacob Coats, James Walker. P. L. Schenck.
 A. B. Loggins. Charles H. Butler. T. H. Swartout, Caleb
 Morgan, Eli Pauls, William Linn, Edward Williston, and
 Daniel Smith, who being duly elected tried and sworn to try
 the issues joined aforesaid and the hour of adjournment
 having arrived it is Ordered that the Jury separate and
 meet the Court tomorrow morning.

13.

And afterwards to wit on the sixth day of December (being
 still of the said December Term of said Court) in the year of
 our Lord one thousand eight hundred and fifty nine, the following
 further proceedings were had in said Cause, and entered of
 record in said Court, to wit:

"Henry C. Copeland

(vs)

Illinois Central

Railroad Company .

Assumpsit

And now again comes the parties to this
 Cause by their respective Attorneys as aforesaid and the Jury
 impanelled herein for the Trial of this Cause on yesterday abso-
 cined and after hearing evidence, arguments of Counsel and the
 instructions of the Court retire to consider of their Verdict and
 afterwards come into Court and submit their Verdict and say
 as the Jury find issues for said Plaintiff and assess his damages
 herein to the sum of Four hundred and ten dollars.

And thereupon said Defendant submits its Motion herein for
 a New Trial in this Cause which Motion for a New Trial is over-
 ruled by the Court whereupon Defendant enters its Exceptions to
 the ruling and decision of the Court.

Therefore it is considered said Plaintiff do have and recover of
 said Defendant his damages of Four hundred and ten dollars
 in four aforesaid by the Jury here found and assessed, and also
 his costs and charges in this behalf expended and have
 execution therefor.

And afterwards to wit on the twenty second day of December (being still of the said December Term of said Court) in the year of our Lord one thousand eight hundred and fifty nine, the following further proceedings were had in said cause and entered of record in said Court, to wit

"Henry B. Copeland

(vs)

Assumpsit

Illinois Central

Appeal prayed and allowed.

Railroad Company

And now again comes said Defendant and prays an Appeal herein to the Supreme Court, which is allowed upon condition of filing Appeal Bonds to be approved by a Judge of this Court on or before 20th day of January next, with Bill of Exceptions.

15.

And thereafter to wit on the Twenty fourth day of
December A. D. Eighteen hundred and fifty nine, the said
Defendant accordingly filed in the Office of the Clerk of said
Court, its Bill of Exceptions in said suit, in the words and
figures following, to wit.

"State of Illinois }
County of Cook } *SE*

Superior Court of Chicago.

December Term A. D. 1859.

Henry C. Copeland
— (vs) —

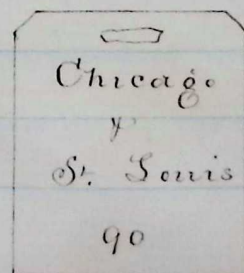
The Illinois Central
Railroad Company.

Be it remembered that at the present
December Term of said Court, before the Honorable Van H.
Higginis one of the Judges of said Superior Court of Chicago
the issue joined between the parties to the above entitled
action, came on to be tried by a Jury of said County of Cook
for that purpose duly empanelled and sworn to try the said
issue. And upon the Trial of said cause, the Counsel for
the said Plaintiff to maintain and prove the said issue on
his part introduced in evidence,

A certain brass check, admitted to be a baggage check
of the following device, to wit, on one face thereof.



and on the other face



It was further admitted by Counsel for the Defendant, that such Checks are never given out except to passengers, who are required to exhibit their Tickets for the place to which the Check is given before they can get a check for their baggage to such place.

The Counsel for the said Plaintiff further to maintain the said issue on the part of the Plaintiff, then offered in evidence the deposition of the Plaintiff Henry C. Copeland and Elizabeth Copeland his wife.

To the admission of this Deposition the Counsel for the Defendant then and there objected, because.

First. It is not averred in the Declaration that the Plaintiff or his wife was a passenger on the Defendant's cars.

Second. There was no sufficient evidence of the delivery of the Trunk by the Plaintiff to the Defendant.

Third. It is not proved that the Plaintiff could not show the value of the contents of the Trunk by other evidence.

But the said Judge did then and there declare and deliver his opinion that the said objections so taken by the said Counsel for the said Defendant as aforesaid ought not to be allowed, but that the said Deposition ought to be admitted in evidence, and did accordingly decide that the same should be read in evidence on the part of the said Plaintiff.

To which said decision of the said Judge the said Counsel for the said Defendant did then and there on the behalf of the said defendant except.)

The said Deposition was then read in evidence and is as follows to wit,

" State of Illinois }
" St. Clair County. }

" Be it known that on the Eighth day of September A. D. 1859 between the hours of 10 & 11 o'clock of said day personally appeared before me William S. Thomas, Clerk of the Circuit Court in and for said County of St. Clair Henry C. Copeland and Elizabeth Copeland his wife and they being both by me first duly sworn to testify the truth in relation to the matter in controversy in the suit now pending in the Superior Court of Chicago wherein the said Henry C. Copeland is Plaintiff and Illinois Central Railroad Company are defendants depose as follows, to wit,

" That they paid their fare and took passage on the Train of Illinois Central Railroad for St. Louis on the Twenty first day of October A. D. 1859. That the Plaintiff in said suit owned a large new leather Trunk, containing a large number of valuable Articles, that said Trunk was worth \$10.00, and that said Trunk contained the following articles to wit,

" 1 Suit of Black Cloth Clothing	worth	\$10.00
" 1 " " Fur	" "	30.00
" 6 pairs Warm Socks	" "	1.50
" 1 pair Warm Boots	" "	6.00
" 1 Silk and 1 Satin Cravat	" "	3.00
" 1 Gold and 1 Silver Chain	" "	20.00
" 6 New White Muslin Shirts	" "	15.00

" 1 Ladies Gola Watch & Chain	worth	\$ 62.00
" 2 Small Seals & 1 Socket	"	6.00
" 1 felt Shawl Mitten Gears (new) consisting of		
" Wrist, Vibration, Slender & Gloves	worth	50.00
" 1 New black Satin dress	"	30.00
" 1 " " Silk "	"	20.00
" 1 " Brocade Shawl	"	20.00
" 3 Chemise (new)	"	3.00
" 3 Flannel Petticoats	"	6.00
" 2 Cotton Corset Skirts	"	3.00
" 3 Muslin worked "	"	10.00
" 3 Plain Evening turned "	"	6.00
" 1 felt Garter Garter consisting of Breast Pin		
" Earrings & Bonnet Pin	worth	15.00
" 2 New worked collars	"	5.00
" 4 felt Understeeves Muslin	"	5.00
" 1 pair Garters new	"	2.00
" 1 " " "	"	1.75
" 1 Reading Book title "Salut for the Solitary" with		
" Henry C. Copeland's name in it containing three		
" two and one ten dollar bills in the State Bank		
" of Illinois	worth	25.00
" 3 pairs Ladies yarn Stockings	"	1.50
" 3 " " Cotton	"	.75
" 1 Satin Bask	"	5.00
" 11 Silk Handkerchiefs	"	4.00
" 11 " " " "	"	1.50

"at my Office in the City of Belleville in said County of St Clair
 "on the eighth day of September A.D. 1859 after 10 o'clock A.M.
 "of said day; and that said deposition was sworn to and signed
 "by the said deponents Henry C. Copeland and Elizabeth Copeland.



"In testimony whereof I hereto sign my name
 "and affix the Seal of said Court at Office
 "this 8th day of September A.D. 1859.

"Wm S. Thomas Clerk."

It was then admitted by the Counsel for the said Plaintiff
 that the Trunk in question was carried by the said defendant
 upon their cars to Matton, at the point of intersection of the
 defendant's road by the Ferro Haute and Alton Railroad, and
 there safely delivered to and placed upon the cars of the said
 Ferro Haute and Alton Railroad Company, which was the proper
 route and the one over which it was intended by the Plaintiff
 when he took passage in the Defendant's cars that the baggage
 should be conveyed to St Louis.

The Plaintiff then withdrew any claim to recover for the value
 of the Trunk and insisted only upon his right to recover the
 value of its contents.

Also thereupon the Counsel for the said Defendant offered
 in evidence the following Passenger Tickets, which were
 admitted to be of the same kind or description as were on the
 twenty first day of October A. D. 1857 and have been since sold
 and furnished to passengers from Chicago to St Louis over this

21

route.

Illinois Central Railroad
From
Chicago
to
St. Louis
H 14. \$

Chicago via	Illinois Central Railroad	
	Passage	
	From	
	Chicago to	Mattoon
	Illinois Central Railroad	to St. Louis
	H 14.	W. P. Johnson
		General Ticket Agent
		I. H. & C. I. C.

Chicago via	Illinois Central Railroad	
	Passage	
	From	
	Mattoon to	St. Louis
	Terre Haute & Alton Railroad	to St. Louis
	H 14	W. P. Johnson
		General Ticket Agent
		I. H. & C. I. C.

The foregoing was all the evidence introduced by counsel at either side upon the said trial.

Thereupon the Counsel for the said Defendants requested the said Judge to give to the Jury the following instructions in writing upon the part and behalf of the said Defendants, to wit:

1. The averment in the Plaintiffs Declaration, that the defendant was a common carrier of goods and chattels, does not import that said Defendant was a Common Carrier of Bank Bills.

The Plaintiff cannot therefore recover in this action for the loss of any Bank Bills, even if any such loss were shown.

2. The acceptance of the Plaintiffs Trunk by the Defendant consigned to a point beyond the terminus of its route, and the giving of a check for the same as so consigned does not import a contract on its part to act as a Common Carrier beyond its line but simply a Contract to carry it to its terminus and then forward by the usual conveyance towards its ultimate destination.

3. It being conceded that in this case the Plaintiffs luggage was safely conveyed to the end of its line, and was there delivered to the proper carriers to be forwarded to St. Louis, the Jury are instructed that the Defendant performed its full legal duty, and cannot be held liable for a loss that happened on any Railroad besides its own.

4. A Railroad Company is not responsible for the loss of articles in a passenger's trunk which are not properly included within the designation of luggage - and it is incumbent upon

to the Jury.

To which said amendments and the refusal of the said Judge to give the said instruction as asked by the said Counsel for the said defendant the said defendant by its Counsel did then and there accept.

No instructions were asked for by the Counsel for the said Plaintiff and no other instructions were given by the said Judge.

And the said Judge with the instruction aforesaid left the aforesaid issue, and the evidence so given in the Trial thereof, as aforesaid, to the said jury; and the Jury aforesaid then and there gave their Verdict for the said Plaintiff, and four hundred and ten dollars damages.

Whereupon the said Counsel for the said Defendant moved for a new Trial.

First. Because the deposition of the said Plaintiff and of his wife was improperly admitted by the said Judge upon said Trial.

Second. Because there was no legal or sufficient evidence as to the value of the contents of the said Trunk.

Third. Because proper and legal instructions asked for by the Counsel for the said Defendant were refused by the said Judge.

Fourth. Because the said Verdict was against the law and the evidence.

The aforesaid Motion for a New Trial was overruled by the said Judge and it was ordered and decided by the said Judge, that judgment be rendered upon the said Verdict.

To which said decision of the said Judge the said Defendant by its Counsel did then and there assent.

And inasmuch as the said general matters aforesaid do not all appear by the record of the Verdict and judgment aforesaid, the said Counsel for the said Defendant, did then and there aforesaid assent to the aforesaid decision of the said Judge, and requested him to put his seal to this Bill of Exceptions and the same is done accordingly.

Wm H. Higgins (Seal)
Judge.

And thereafter to wit on the Fourteenth day of January A. D. eighteen hundred and Sixty the said Defendant filed in the Office of the Clerk of said Court his certain Appeal Bond in said cause, in the words and figures following, to wit.

"Know all Men by these Presents That we the Illinois Central Railroad Company and David Stuart of Cook County and State of Illinois are held and firmly bound unto Henry B. Lepland of New Orleans in the State of Louisiana in the sum of Six hundred dollars, lawful money of the United States, for the payment of which well and truly to be made, we do hereby bind ourselves our heirs executors and administrators jointly severally and firmly by these Presents Witness our hands and seals the fourteenth day

of January A. D. 1860.

The condition of the above obligation is such that whereas the said Henry C. Copeland on the sixth day of December A. D. 1859 in the Superior Court of Chicago, in and for the County of Cook and State of Illinois - that being one of the days of the December Term A. D. 1859 of said Superior Court of Chicago did recover a judgment against the above named Illinois Central Railroad Company for the sum of Four hundred and ten dollars, together with costs of suit, from which said judgment of the said Superior Court of Chicago, the said Illinois Central Railroad Company has prayed for and obtained an Appeal to the Supreme Court of said State.

Now if the said Illinois Central Railroad Company shall duly prosecute its said Appeal with effect and shall moreover pay the amount of the Judgment, costs, interest and damages rendered and to be rendered against it, in case the said judgment shall be affirmed in the Supreme Court, then the above obligation to be void otherwise the same to be and remain in full force and virtue.

(signed) The Illinois Central Railroad Company

By Geo. B. McClennan

Vice President

(Company Seal)

David Stuart

(Seal)

Approved Jan'y 11th/60.

Grant Goodrich

Judge of C.

State of Illinois
Cook County ...) ss

I Walter Kimball Clerk of Superior Court of Chicago, within and for the County of Cook and State of Illinois Do hereby certify the above and foregoing to be a true and perfect Transcript of the papers now on file in my Office, together with all orders and judgments entered of record in said Court in a certain suit therein, wherein Henry L. Hopland was Plaintiff and The Illinois Central Railroad Company, Defendant.



In testimony whereof I have hereunto set my hand and affixed the Seal of said Court at Chicago, in said County, the Twenty sixth day of January in the year of our Lord one thousand eight hundred and ninety.

Walter Kimball Clerk

9

SUPREME COURT OF ILLINOIS.

THIRD GRAND DIVISION.

APRIL TERM, A. D., 1860.

ILLINOIS CENTRAL R. R. CO.,	}	Appeal from Superior Court of Chicago, Cook County.
Appellant,		
vs.		
HENRY C. COPLAND,		
	Appellee.	

And now comes the said appellant, the Illinois Central Railroad Company, by Stuart and Ayer, its Attorneys, and says, that in the record and proceedings aforesaid, and also in rendering the judgment aforesaid, there is manifest error, and it hath appealed therefrom to this court. And it states among other grounds of error therein, the following:

First. The Court below erred in admitting and considering in evidence the deposition of the plaintiff (below) and his wife.

Second. The Court erred in refusing to give the first, second and third of the instructions, asked for on the part of the defendant. (below.) And also in qualifying the fourth instruction asked for by the defendant and refusing to give the same as prayed.

Third. The verdict was contrary to the law and evidence in the case, and should have been for the defendant below.

Fourth. The Court erred in refusing to grant the motion for a new trial.

Fifth. The Court erred in rendering judgment on the verdict.

And the said appellant prays that the judgment aforesaid, for the errors aforesaid, and other errors in the record and proceedings aforesaid, may be reversed and annulled, and altogether held for naught.

THE ILLINOIS CENTRAL R. R. COMPANY,

By STUART & AYER, Deft's Atty's.

In nullo est ratum

*Leates McAllister & Jewett
of Counsel for Defendant*

275
State of Illinois
Cook County

Superior Court of Chicago.

Henry C. Copland

— (in) —

Illinois Central RR
Company

Record
Asst. Clerks

Filed April 19th 1860
L. Leland
Clerk