

No. 13187

Supreme Court of Illinois

Shepard

vs.

Henning

71641  7

STATE OF ILLINOIS,
SUPREME COURT.
Third Grand Division.

1861
No. 86.

Henning
vs
Shepard

1861

13187

In Supr. Court of Ill. 3^d Division
April term 1860 -

Hugh B. Henning & Archibus Steward
vs. Elisha H. Sheppard, Trustee of Hetta M.
Colby, who sue for the use of Daniel H. Eldridge } ~~Appeal from~~
Kendall Co. Circuit Court

The real parties in interest in this suit are Daniel H. Eldridge who sued in the name of the payee Sheppard for his use on a note payable by plffs. in error to said Sheppard Trustee of Mrs. Colby wife of Benjamin F. Colby.

The consideration of the note was money of Mrs. Colby loaned to plffs. in error. The note was made payable to Sheppard who was in California & the note was delivered to Mrs. Colby. Sheppard never had possession of the note while Mrs. Colby had the note in her possession or control. The plffs. in error sold the husband, Colby, goods. The note was afterwards sold & delivered to Eldridge by a son in law, (one Reynolds) for goods which were taken to Colby's, where Reynolds lived, & used by Colby's family.

There are really but six pleas in the record, & yet the plffs. below demurred to the 2^d 3^d 4th 5th 6th + 7th - The demurrer was sustained as to the 3^d 4th 5th & 6th. There are two replications

to the 2^d plea, but the 2^d replication to the 2^d plea was, we suppose, intended for the 6th under the mistaken supposition that the 6th was the 7th, & the word "Secondly" we imagine, was meant to be "Seventhly".

According to the record, however, the demurrer is sustained to an unquestionably good plea of a want of Consideration, which is really the 6th plea, and there is no other answer to it. This Court ought not, we think, to unsnarl this case & remove the difficulties occasioned by the mistake of Plff. below by the wrong numbering of the Pleas in his demurrer replication, but should send it back to the Circuit Court for that purpose.

Upon the supposition, however, that the demurrer is to be here considered as sustained to the 3^d 4th & 5th pleas only & not to the 6th, & that the 2^d replication to the plea "Secondly" pleaded, will be applied to the 6th plea, we propose to consider whether there are not some of these pleas, viz; the 3^d 4th & 5th, which are good on general demurrer.

We think the 4th & 5th are good pleas of set off to the note in the 1st Count described & to the note, if offered under the Common Counts, & present a good defence pro tanto -

These pleas purport to be pleas of set off to the note only & not to the whole cause of action in the narr. Are they good pro tanto as to the note? If the note had been made payable to the legal owner of it, to wit, to Benjamin F. Colby, & if, before he parted with it, he had purchased the goods of the plffs. in error, there would be no question about the right of plffs. in error to set off the goods sold Colby, if the note was assigned after maturity, & we conceive that the interposition of a merely nominal payee would make no difference. Colby was really the legal owner of the note at the time he purchased the goods & the set off should be allowed as between the real parties in interest, not the nominal parties to the record; & if the real plff. got the note after maturity, a set off either as to Colby or as to the real plff. Eldridge should be allowed. 1 Wash. C. C. R. 424.

1 Scam. 291. The 5th plea states distinctly that Colby was the real owner of the note when it was made, & that he then owed the plffs. in error \$150 for goods wares & merchandise sold & delivered to him by plffs. in error, & that it was, while he was so the owner, agreed, that this sum should be set off & that the note was not sold & delivered to Eldridge till after maturity. These facts certainly entitle the plffs. in error to be allowed the set off as against the note. The allegation in the plea that the Special Count & the Common Counts are for the same cause of action
(over)

is inserted in the plea, merely by way of having
the plea considered an answer to the note, if
offered under the Common Counts, & the whole
plea shows clearly that the set off is pleaded to
the note only & not to any cause of action other
than the note.

Leland Shiland
per pro in curia

379 86
Hemming & Steward
vs.

Sheppard, Trustee re-

Argument on motion
for supersedeas -

Filed May 5. 1860
Leland Shiland
Clk.

United States of America
State of Illinois } ss
Kewanee County }

Now before the Honorable Madison E.
Hollister Judge of the Ninth Judicial
Circuit of the State of Illinois and
Pending Judge of the Kewanee
County Circuit Court at a
Term Court begun and held at the Court House
in Oswego in said County on the ninth day
being the second Monday of January A.D.
1860 and of the Independence of the United
States of America the Eighty fourth
Present the Hon. M. E. Hollister Judge of said
H. Bushnell Esqr State Atty
G. M. Hollenback Clerk
J. Murphy Sheriff

Attest

G. M. Hollenback Clerk

Per R. H. Remond

That Matthew Cook on the 23^d day of December
A.D. 1859 then was filed in the office of the
Clerk of the Circuit Court of said County a
Certain process in writing in a certain matter
in the words following to wit:

3

State of Illinois }
 Kendall County } Kendall Circuit Court

To Geo. W. Hallenback Clerk of
 the Circuit Court in & for said County of Kendall
 & State of Illinois

Dear Sir You will please
 issue a Summons in favor of Elizabeth Shepard
 Trustee for Betty M. Folger who sues for the use
 of Daniel H. Eldridge plaintiff in this suit
 against Hugh B. Manning & Perkins Stewart
 defendants in this suit in a plea of Trespass
 on the case upon premises. Damages Two
 Hundred dollars and Costs the same or returnable
 as the law directs

Yours &c

Wm. & Smith
 Attys for Plaintiff

Filed Dec. 23. 1859

G. W. Hallenback

Clerk

The Summons issued in obedience
 to the command contained in the foregoing process
 with the Sheriff's endorsement thereon is in the words
 and figures following to wit,

5

2

State of Illinois
Kendall County

The people of the State of
Illinois to the Sheriff of
Said County Greeting;

It is Commanded You that You
Summon Hugh Hanning and Aurelius Steward
if they shall be found in Your County, personally to
and Appear before the Circuit Court of said County
of Kendall on the first day of the next Term they
to be holden at the Court House in Oswego in
said County on the 2nd Monday of January -
A. D. 1860 to answer unto Elisha H. Shepard
Trustee for Hatty M. Solby who sues for the use of
Daniel H. Eldredge in a plea of Trespass on the
Case upon promises to the Damages of the
said Plaintiff as he says in the sum of Two
Hundred Dollars - And have You then and then
this writ with an Endorsement thereon in what Manner
You execute the same.



Witness George H. Hollenback Clerk of our said
Circuit Court and the seal thereof at Oswego
this 2nd day of December A. D. 1859
G. H. Hollenback

Clerk

9 on the 22^d day of April A.D. 1858 at Hann to wit, at Oswego in the County of Kendall and State of Illinois Made this certain promissory Note in writing bearing date a certain day and year then mentioned to wit, the day and year aforesaid and then and there delivered the same to said plaintiff in and by which said Note said Defendants by the name style & description of Manning & Steward jointly & severally promised to pay said plaintiff or bearer on day from the date thereof one hundred dollars with Interest for Value received which period of time has long since elapsed & said Note has long since become due;

By means whereof and by force of the Statute in such Case Made and provided the said Defendants became liable to pay said plaintiff said sum of Money in said Note mentioned and being so liable in consideration thereof then and there undertook & promised to pay the same to said plaintiff according to the tenor and Effect true intent and Meaning of the said Note to wit at the place aforesaid.

And whereas also the said Defendants afterwards to wit, on the First day of December in the Year of Our Lord one thousand eight hundred & fifty nine to wit, at Oswego in said

5

11
Society became and was indebted unto the Plaintiff
in a large sum of Money to wit two thousand dollars
for Money before that time lent and advanced to, and
paid, laid out and Expended for said Defendants
by said Plaintiff at said Defendants request, and
for Money before that time had and received by said
Defendants to and for the use of said Plaintiff
and also in like sum for goods wares and Merchandise
before that time sold and delivered by said
Plaintiff to said Defendants at like special instance
and request; and also in like sum for labor care,
and diligence of said Plaintiff before that time
done and performed by said Plaintiff for said
Defendants and at the like instance and request
of said Defendants and also in the like sum
then and there found due and owing said
Plaintiff on an account stated between them
and being so indebted said Defendants in con-
sideration thereof then and there undertook and
promised to pay said Plaintiff said last mentioned
sum of Money, when thereunto afterwards requested.

Yet the said Defendants not regarding their
said promises and undertaking but ~~contemning~~ etc.
although often requested to do have not paid said Plaintiff
either of said sums of Money above mentioned or
any part thereof but so do hitherto wholly

13

neglected and refused and still do neglect and
refuse to the Damage of said Plaintiff of Two
Hundred dollars and therefore he bring this suit etc.

Alma Smith

Attor for Def

Filed Dec. 31, 1859

G. W. Hollenback Clerk

And Afterward to wit on the 12th day
of January A. D. 1860 the same being one of the
days of the Term of the Court above said the
Defendants filed herein the plea by them herein
pleaded and are in the words and figures
following to wit,

7

15
 Running & Sheward
 add. }
 Elisha H. Shepard & c }
 Kennebec County
 vs — Court
 Aug. Term 1860

1st plea
 And the said Defendants come and defend
 the wrong and injury when &c and say that they
 did not undertake and promise in manner &
 form as the said Plaintiff hath above
 complained against them, and this the said
 Defendants pray may be enquired of by the
 Country &c

Parks & Melgren
 Df's attys

Plaintiff doth the like
 Nelson & Smith

2^d plea
 A
 And for a further plea in this behalf the said
 Defendants say acts now because they say
 Elisha H. Shepard never sold or delivered
 the said note to the said Daniel H. Eldridge
 nor authorized any person to sell or deliver
 the same to the said Daniel H. Eldridge
 and the said Elisha H. Shepard never authorized
 or empowered the said Daniel H. Eldridge
 to commence this suit.

And the said Defendants aver that the
 Common Courts & Special Courts are

for and and the same layer of action and
 17 this the said Defendants are ready to verify
 wherefore they pray Judgment &c

B. F. Parks & Metzger

Defts. attys.

3rd plea

And for a further plea in this behalf the said
 Defendants say action now because they say that
 Daniel H. Claridge, Defendant for whose use the above
 + suit is commenced in the name of Elisha H.
 Shepard trustee for Henry M. Colby who owes for
 the use of Daniel H. Claridge, now purchaser
 = of said Note in Plaintiff's declaration of
 Elisha H. Shepard or his assigns and
 has no property in said Note and has no
 authority to bring said suit &c that Com-
 = mon Counts & Special Counts are for
 one and the same Cause of Action and
 this they are ready to verify wherefore they
 pray Judgment &c

Parks & Metzger

4th plea

And for a further plea in this behalf the
 said Defendants say action now because
 they say that at the time of making said
 promissory Note in Plaintiff's declaration mentioned

19 the same was owned held and possessed by Benjamin F. Colby, And Defendants aver that while the same was held owned and possessed the said Benjamin F. Colby was justly indebted to the said Defendants in a large sum of Money to wit the sum of one thousand and fifty dollars for goods wares and Merchandise sold and delivered to the said Benjamin F. Colby by the said Defendants and which said Goods and Merchandise for which said Benjamin F. Colby was then and then indebted to the said Defendants ~~was~~ was expressly agreed to ~~be~~ should be applied to and upon said Note and Defendants aver that the said Goods wares and Merchandise was and is a large sum to wit one thousand and fifty Dollars and Defendants aver that David H. Eldridge did not get possession of said Note until long after the same was due.

And the Defendants further aver that the Common Counts & Special Counts are for one and the same Cause of action and that the said Defendants are ready to verify whatever they pray Judgment &c.

Parks & Whitman

21

Goods sold and Delivered

\$150.00

5th page

And for a further plea in this behalf the said Defendants say a etia Nov because they that the said promissory Note in Plaintiffs declaration ~~mentioned~~ was given for one Hundred Dollars of Money obtained by said Defendants of Benjamin F. Colby and said Benjamin F. Colby was then and thus the legal owner thereof and the said Defendants ~~then and thus~~ in consideration of said Money gave to Benjamin F. Colby a Note at his request in the name and in favor of Elisha H. Shepard Trustee of Hettie M. Colby to wit, the Note in Plaintiffs Declaration mentioned

And Defendants aver that said Note was then and thus the property of said Benjamin F. Colby, and Defendants further aver that at the time of Making said Note the said Benjamin F. Colby was justly indebted to the said

Defendants in a large sum of Money to wit the sum of one hundred and fifty Dollars for Goods sold and Merchandise sold and delivered to the said Benjamin F. Colby at his special instance and request. And it was then and thus agreed and understood

23
by and between the said Lobby and the said
Defendants that said account for goods
of the said Defendants against said Lobby
should be off set against said Note

And Defendants further aver that said
Note was not delivered or sold to said
Daniel H. Eldridge until long after the same
became due and this said Defendants
further aver that the Common Courts and
Special Courts are for one and the same
Cause of action and this the said Defendants
are ready to Verify wherefore they pray Judgment

in
Favor of Goods sold \$150.00

B. J. Parks & Metzger

6th page
And for a further plea in this behalf the said
Defendants say acts Man be cause they say that
the Note in the first Count in the Plaintiffs declaration
was Made and put into without any good
and Valuable Consideration whatever and that
Common Courts and Special Courts are for one and
the same Cause of action and this they are
ready to Verify wherefore they pray Judgment &

B. J. Parks & Metzger

Def's Atty's.

24

Filed Jan. 12, 1860

G. M. Hollenback

Clerk

25

And Afterward to wit on the 19th day
of January A. D. 1860 the same being the tenth
Judicial day of the Circuit Court aforesaid
sitting for the dispatch of Business in the
Court in Oswego in said County the following
among other proceedings were had in said Court
and entered of Record to wit;

Elisha H. Shepard Trustee
for the M. Colby who runs
for the use of David H. Chandler

vs
Nathan Manning
and Aurelia Steward

Assumpsit

This day came
the Plaintiff by
Nathan Manning

his Attorney and entered a Demurrer to the second,
third, fourth, fifth, sixth, and seventh, of the Pleas
of the Defendants

The Demurrer to the Pleas aforesaid
is in the words and figures following to wit;

27

Elisha H. Shepard Trustee, &c

for use of

Daniel H. Eldridge

vs.

Hugh B. Henning and

Aurelius Sheward

Rendall County

Circuit Court

And now comes the said

Plaintiff by Helme & Smith his Attorneys. and
demurs to the 2nd 3rd, 4th, 5th, 6th, & 7th of the
said Defendants above pleaded and each and
every of them, and says that by the Law of the
Land he is not bound to answer the said
pleas of the said Defendants or either of them
and this he is ready to verify, wherefore he
prays Judgment, &c

Helme & Smith

We join in the above demur

B. H. Parks, & Meljner

Filed Jan. 19. 1860

C. McHollentack

Clerk

And afterward to wit, on the 20th day of January the
Plaintiff having been of the Court &c filed herein his
Reply to the demurs and seventh of the Defendants
in the words following to wit; -

29

Olisha H. Shepard, trustee, &c

vs.

Henning & Steward.

Rendall County

Circuit Court

And the said Plaintiff by Helme & Smith his attorneys comes and as to the said second plea of the said Defendants by them above pleaded says precludi non because he says that the said Daniel H. Oldridge, before and at the time of the commencement of this was the owner of said note in said first Count of said Plaintiffs declaration mentioned and authorised to commence this Suit and of this he puts himself upon the County and Defendant and Defendant do the like

And as to the said plea of the said Defendants by them secondly above pleaded says precludi non because he says that the said note in the first Count of said Plaintiffs declaration was made and executed the said to the said Olisha H. Shepard for a good or valuable consideration to wit one Hundred Dollars money lent to said Defendants and of this he puts himself upon the County and Defendant doth the like

Helme and Smith

Pliffs attys

30

Filed Jan. 20, 1860

G. M. Hallenbach

Clerk

31 And Afterward to wit on the 20th day of January
A.D. 1861 the same being the Eleventh Judicial day
of the Term of the Court Aforesaid settling as
Aforesaid the following among other proceedings were
had and entered of Record to wit;

Elisha H. Shepard Trustee
for Hetty M. Colby who came
for the use of Samuel H. Eldridge

Hugh B. Humming
and Aurelius Stewart

vs
Attainpait

And now upon this
day came the
Plaintiff of Kelue

and Elsie his Attorney and the Defendants by
Packer and Metzner their attorney and the Court
After hearing the Parties in relation to the Demurrer
of the Plaintiff to the Defendants pleas by them
herin pleaded from the second to the seventh in-
-clusion and being fully advised in the premises
considers that said Demurrer be overruled as to the
second and seventh of said pleas. And that said
Demurrer be sustained as to the third fourth fifth
and sixth of the Defendants said pleas.

And therefore it is considered by the Court
that the Plaintiff have and recover of the said
Defendants the Costs by him Expended about his

Answer as to said Child from the fifth and
 sixth of Defendants, please and that he has Execution
 therefor. And thereupon again came the Plaintiff
 by his Attorney and had leave of the Court to
 reply to the second and seventh of said Defendants
 pleas, And thereupon came the Defendants by their
 Attorney aforesaid and the issues being now
 joined in this cause a day is waived and
 the parties submit this cause for trial to the Court
 And the Court upon hearing the parties and the Evidence
 pertaining to this cause considers that the Plaintiff
 hath sustained damage to the Amount of One Hundred
 and ten Dollars and fifty Cents. And thereupon came
 the Defendants by Fack and Metzger and Move the
 Court for a New trial herein, And the Court upon
 hearing the parties in relation to the Defendants motion
 for a New trial and being fully advised orders the
 same to be overruled And that the Plaintiff recover
 of the Defendants the Sum of one hundred and
 ten Dollars and fifty Cents as well as the costs
 and Charges by him in this behalf Expended
 and that he have Execution therefor

And thereupon the Defendants by their Attorney
 pray an appeal to the Supreme Court of the
 State of Illinois which is granted upon
 Condition that they enter into Bond in the

35 Sum of Two Hundred Dollars with —
Lewis Steward as surety Conditioned as the
law directs within ten days from the issuing of
this writ.

And Afterward upon the same day to
wit the 20th day of January A.D. 1860 the said
Defendants filed herein their Appeal Bonds
in the words and figures following to wit;

39
shall pay said Judgment Storage interest
and costs in case said Judgment shall
be Affirmed by the said Supreme Court
then the above obligation to be void
otherwise to remain in full force

Amelius Stewart Real
Hugh B. Huming Real
Lewis Stewart Real

Filed Jan. 26, 1860

G. W. Hollenback

Clk

And Afterward to wit on the same day
to wit on the 20th day of January A. D. 1860
the same being the 11th Judicial day of the Term
of the Court of said the Defendants Ann and
file herein this Bill of Exceptions which ~~is~~
in the words and figures following to wit

Eliza N. Shepard Trustee
of Betty M. Colby who sues
for the use of Samuel H. Standage

Hugh B. Huming and
Amelius Stewart

Kendall County
Cir. Court

Jan. Term
A. D. 1860.

41
Be it Remembered that on the Trial of
said Case the Plaintiff to prove his case -
offered the following Note in Evidence

" \$100

Jan. April 22nd 1858

For Value Rec^d. we jointly and
severally promise to pay to Elisha H. Shepard Trustee
for Hettie M. Lally or bearer one hundred dollars
and interest one day from date

Huming & Steward "

to the

Introduction of which Note the Defendants at
the time objected. The Court overruled the objection
and the Defendants then and there excepted.

The Plaintiff then rested

The Defendants to prove their case
introduced R. H. Lally - Husband of Hettie M.
Lally - Knew Defendants - Purchased Goods
of the Defendants to between one & two hundred
Dollars, ~~and~~ - various Clothing for myself -
Groceries Necessaries for my family - was
present when the Note was given - Note given
for a hundred dollars in Money lent by H. H. Reyn-
olds - The Money belonged to my wife - They
gave Reynolds the note - She looks at the

43

Coffe got us up a good Breakfast and
 presumed some of the goods were on the table -
 was owing the Defendants for goods - I knew
 of a person who would lend them a hundred
 dollars - Shepard was in California at
 Marysville - his family was at Oswego New
 York - do not know as ever he was in this
 State - He returned a year ago last December
 - The hundred dollars came from Oswego New
 York from my wife's Estate being a farm she had
 sold - He never saw that note - Saw Reynolds
 give it to my wife - My wife had it about
 ten months.

W. H. Reynolds' Maria my only daughter
 - He died at the time - Sheppard is a brother
 of my wife - Got a letter from him -

Question

When did you get a letter from
 Sheppard? And in that letter was any statement
 made about this note? If any what?

Ans.

The first letter from California was
 making about it - He was constituted trustee
 for my wife with his consent - Property was
 sold - The deed was made out and sent
 to California papers made perfect.

Question

To whom was the money paid?

Ans.

Jerome Reynolds the Partner of

45 H. H. Reynolds - He sent by Express to this State
He desired to send it but omitted ^{to send} his receipt,
- About the ~~date~~ time of the date of this note
H. H. Reynolds came from Chicago - He gave the
Money to my wife I was living with my wife
at the time - My wife kept it a day or two
- It was arranged to let it to the Dept between
my wife and Reynolds - I do not know
as Shepard knows anything whatever about
the note - I never nor my wife never had a
letter from Speppard about this note - If there
had been any letter I should have been
likely to know it

Examined

- Never saw Shepard about this ^{one} hundred
dollar - I never gave them (Defendants) to
understand that the note was to be applied upon
my account

H. H. Reynolds - sworn - Saw the signature
of R. J. Colby - Saw Note before to Jeff the one
in Evidence - Mrs. Colby had possession of the
note - Mrs. Colby had possession of the money for

47

which the note was given for a day or two - Mrs. Lolly had possession of the note from the time it was given until last Spring last of March or first of April - I took it then she gave it to me - I was living with Lolly - I sold it to Plaintiff Daniel N. Eldridge - I took Howard pay Generally - 35 or 40 in Money took the goods to Lolly - Mr. Sheppard appointed me trustee or agent to do as I was disposed for him - Don't know as I ever had any authority to loan Money from Shepard - The Hunting was given to Mrs. Lolly - He gave me no particular authority to sue this Note.

Question) Have you had any letters from Sheppard or have you had any conversation with him in relation to this Note?

Ans.) No Sir - Shepard never saw the Note nor wrote him a letter - Never talked with him about - I do not know whether he knows anything about or not - I took the Note from Hunting & Howard - gave to Mrs. Lolly - kept it until last Spring and then I sold it to Eldridge.

Read Examined

49

I was authorized to receive the money - I was living in Chicago when I got it. I had a letter from my father that Mr. Thien had my brother the money a hundred and seventy dollars - He wrote to me the money was ready - Came from my brother to me by Express - I took the money to Ill. when I got down there the question was what we had better do with the money - Colby said he knew a man who wanted the money - I went to Defendant's store I was to let them have a hundred dollars - Gave it to Mrs. Coffey she gave it to me to sell to Mr. Ewing - I saw him some 7 or 8 years ago - I saw Mr. Shepard

Question)

Did Shepard ever tell you that he made you his agent?

Ans)

No Sir Not by speaking to me - Note is signed ^{by} Steward & Heming - I saw Steward sign it the Defendant - who were jointly Hught P. Heming & Aurelius Steward - I do not know whether I know his signature or not - That is Sheppards signature - Yes Sir I think I saw a paper appointing me his agent

Question) Do you know of your own knowledge whose
signature was attached & who wrote it?

Ans.) I did not see him write it.

57

Which was all the Evidence in the case
on either side - The Court gave judgment on the
Note. The Defendants moved for a new trial
and assigned the following causes

First The Court
Erred in sustaining the Verdict to Defendants
pleas

2^d The Court erred in letting the Note
go in Evidence

3rd In giving Judgment

The Court overruled said Motion and
gave judgment to which ruling of the Court
the Defendants at the time Excepted and they
ask that this their Bill of Exceptions may be
signed and sealed by the Court and made
part of the Record herein

W. E. Hollister *Read*

Judge of the North District
Circuit Court

53
State of Illinois } ss
Kendall County } J. G. M. Hollenback Clerk
of the Circuit Court of
said County do hereby certify that the above and
foregoing is a true and correct Transcript and
copy of all papers remaining on file in my
office and of all proceedings had and entered of
in said Court in the Matter of Elisha N. Shepard &
Trustee for Hetta M. Colby who sues for the use of
Daniel N. Eldridge Plaintiff against Hugh McKim
and Charles Stewart, Defendants in an action of
Assumpsit

In Witness Whereof I have to set
my hand and affix the seal
of said Court at Oswego in said
County the 11th day of April A.D.

1860

J. G. M. Hollenback,

Clerk

And the said Plaintiffs in error
Come and assign the following causes
of error to wit-

First- The Court erred in sustaining a
demurrer to Plaintiffs Pleas and Cause
of them

Second The Court erred in giving judgment
on note and also in overruling the
motion for a new trial

B. F. Parks & McGraw
Peppes attorneys

And the Appellee comes by J. M. Helms his
attorney and says there is no error as is by
the said Appellant whom alleged -

M. Helms
for Appellee

374 255 86

Kendall County Circuit Court.

Ex. 86
Charles A. Shepard vs

vs
Hugh B. McQuinn
Charles McQuinn
Assumpsit

Transcript of Record

BEGUN... Term, A. D. 1860

DISPOSED OF... Term, A. D. 1860

Culver, Page & Hayne, Chicago.

File April 14, 1860

McQuinn
CLR

Re-filed May 5, 1860
L. Ireland
CLR