No. 11910

Supreme Court of Illinois

Fullerton, et al

vs.

Huntington

71641 7

Cf. 8

Alexander Ch. Fullerton & Grant Goodrich vs Alonzo Huntington

1850

11910

Replaced Ev

State of Illinois }
Cook County } ss

Pleas before the Honorable Theophilus W Smith one of the Justices of the Supreme Court of the State of Illinois and Judge of the seventh Judicial Circuit Court of the same State at a term thereof begun and held in and for the County of Cook and State of Illinois at the City of Chicago, on the fourth monday in the month of April in the year of our Lord one thousand eight hundred and forty one and of the Independence of the United States the sixty fifth

Present the Hon Theophilus W Smith Judge
Ashbel Steele Sheriff
Edward G. Ryan States attorney
Henry G Hubbard Clerk

Alonzo Huntington
vs
Alexander W Fullerton, Truman G. Wright, Grant Goodrich and Royal Stewart } Covenant

Be it remembered that heretofore to wit on the tenth day of April in the year of our Lord one thousand eight hundred and forty one there issued out of the Circuit Court of the County of Cook in said State of Illinois the Peoples writ of summons directed to the sheriff of said County, which said summons is in words and figures as follows to wit

State of Illinois }
County of Cook } ss

The People of the State of Illinois to the Sheriff of Cook County Greeting

We command you that you summon Alexander

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A Fullerton Truman S. Wright, Grant Goodrich and Royal Stewart if they shall be found in your County personally to be and appear before the Circuit Court of said County on the first day of the next term thereof, to be holden at the Court House in the City of Chicago in said County on the fifth monday after the fourth Monday of March 1841. to answer unto Alonzo Huntington in a plea of Covenants broken to the damage of the said plaintiff as he says in the sum of Eight thousand Dollars. And have you there and then this writ with an endorsement thereon in what manner you Executed the same,

Witness H. G. Hubbard Clerk of our said Court and the seal thereof at the City of Chicago in said County this tenth day of April in the year of our Lord one thousand eight hundred and forty one,

L. S.

A. L. Hubbard Clerk

On the back of which said summons appears the following endorsement to wit,

"Executed by reading to Alexander A Fullerton.
1 serv 50. 1 return 12½. Travel 1 m 6¼ 68"

And afterwards to wit on the fifteenth day of April in the year last aforesaid came the said Alonzo Huntington in his own proper person and filed in the office of the Clerk of said Circuit Court his Certain declaration herein which is in the words and figures following that is to say,

Cook Circuit Court Of the April term in the year of our Lord one thousand eight hundred and forty one,

State of Illinois }
Cook County } ss

Alonzo Huntington plaintiff in

this suit in his proper person complains of Alexander N. Fullerton Truman G. Wright Grant Goodrich and Royal Stewart, defendants in this suit being in custody &c of a plea of breach of covenant For that whereas heretofore to wit on the nineteenth day of February in the year of our Lord one thousand eight hundred and thirty six, in the county of Cook and state aforesaid the said defendants by their certain writing obligatory, sealed with their seals and now shown to the court the date whereof is a certain day therein mentioned to wit the day and year aforesaid, in consideration of the sum of one thousand dollars to be paid to them the said defendants by the said plaintiff, in manner following to wit, the sum of one hundred and fifty dollars at the time of the sealing and delivery of the said writing obligatory and the further sum of Four Hundred and fifty Dollars and the interest thereon at ten per cent, on the first day of June next, (meaning next after the date of the said writing obligatory) and the further sum of Four hundred dollars and the interest thereon at ten per cent on the first day of June in the year of our Lord one thousand eight hundred and thirty seven, sold to the said plaintiff all that certain Lot of Land, lying and being in the town of Chicago County, of Cook and state of Illinois, being part and parcel of Block one, in the survey of said town made by the Commissioners of the Illinois and Michigan Canal and known and described in the subdivision of said Block made by said Fullerton, Wright Goodrich and Stuart as lot number twenty, four in Block number One and One half, reference being had to a plan of said subdivision filed and recorded in the office of the recorder in and for said County; and firmly

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bind themselves to the said plaintiff his heirs assigns or personal representatives in the penal sum of two thousand dollars, to convey to him the said plaintiff, his assigns or personal representatives the above described lot of land by good and sufficient deed, free of incumbrances upon the payment of the above mentioned sums of money as above specified, at the time and times above set forth together with the interest thereon, by him the said plaintiff to them the said defendants, and the said plaintiff in fact saith that he the said plaintiff, made the said payments in the said writing obligatory mentioned and as the same became due and payable together with the interest thereof to the said defendants according to the true intent and meaning of the said writing obligatory, And although he the said plaintiff hath always from the time of the sealing and delivery of the said writing obligatory to him by the said defendants fulfilled and kept all things therein mentioned and contained on his part and behalf to be kept performed and fulfilled, and made each and every of the payments together with the interest thereon according to the true intent and meaning, tenor and effect thereof, the said plaintiff in fact saith, that the said defendants did not nor would convey to him the said plaintiff his heirs or legal representatives the above described lot of land by good and sufficient deed free of incumbrances according to the tenor and effect true intent and meaning of the said writing obligatory, and so the plaintiff in fact saith that the said defendants although often requested so to do have not kept the said covenant so by them made as aforesaid, but broken the same,

And also for that whereas the said defen

dants heretofore to wit on the nineteenth day of February in the year of our Lord one thousand eight hundred and thirty six in the County and State aforesaid by their certain other writing obligatory or Indenture sealed with the seals of the said defendants. and then and there delivered to the said plaintiff which said writing obligatory the plaintiff now brings here into Court the date whereof is to wit the day and year aforesaid in Consideration of the sum of One thousand Dollars to be paid to them the said defendants by the said plaintiff in manner following that is to say the sum of one hundred and fifty dollars at the sealing and delivery of the said writing obligatory and the further sum of Four hundred and fifty Dollars and the interest thereon at the rate of ten per cent per annum on the first day of June next, (meaning the next after the date of the said writing obligatory) and the further sum of Four hundred and the interest thereon at ten per cent, on the first day of June in the year of our Lord one thousand eight hundred and thirty seven, sold unto the said plaintiff the following described Lot of land to wit, all that certain Lot of land lying and being in the town of Chicago County of Cook and State of Illinois, being part and parcel of Block one in the survey of said town made by the Commissioners of the Illinois and Michigan Canal and known and described in the subdivision of said Block made by said Fullerton, Wright, Goodrich and Stewart as lot number twenty four in block number One and one half, a plan of which subdivision is filed and recorded in the office of the recorder in and for said County, and covenanted and agreed to and with the said plaintiff that upon the payment of the said several sums of money aforesaid

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specified, and mentioned, by the said plaintiff to the said defendants, together with the interest thereof as the same should become due and payable, that they the said defendants should and would convey to the said plaintiff, his assigns and personal representatives, the above described lot of land by good and sufficient deed free of incumbrances, and the said plaintiff in fact saith that he the said plaintiff after the execution of the said writing obligatory to him the said plaintiff, by the said defendants for the purpose aforesaid, fully made the said payments, therein required to be made by him the said plaintiff to the said defendants, when and as the same became due and payable together with the interest thereof to wit on the first day of June in the year of our Lord one thousand Eight hundred and thirty seven according to the tenor true intent and meaning of the said payments mentioned as aforesaid in the said writing obligatory. And although the said plaintiff hath fully satisfied and paid the said several sums of money mentioned in the said writing obligatory to be paid by him to the said defendants, together with the interest thereon, according to the tenor and effect, true intent and meaning thereof the said plaintiff in fact saith that the said defendants did not nor would convey to him the said plaintiff the above described lot of land by good and sufficient Deed free of incumbrances according to the true intent and meaning of the covenants in the said writing obligatory contained, and so the plaintiff in fact saith, that the said defendants, Although often requested have not kept the said Covenants, so by them made as aforesaid but have broken the same

And also, for that whereas the said defendants heretofore to wit on the nineteenth day of February in the year of our Lord one thousand eight hundred and ~~forty~~ thirty six, in the County and State aforesaid by their certain other writing obligatory, sealed with the seals of the said defendants, the said plaintiff now brings here into Court, which said writing obligatory is in the words and figures following that is to say

"Know all men by these presents, that we Alexander S Fullerton Truman G. Wright, Grant Goodrich and Royal Stewart of Chicago in the County of Cook and state of Illinois are held and firmly bound unto Alonzo G Huntington of the same place in the penal sum of Two thousand dollars, to which payment well and truly to be made to the said Huntington, his heirs assigns or personal representatives we hereby bind ourselves our heirs and personal representatives firmly, by these presents. Sealed with our seals and dated this nineteenth day of February A D 1836.

The Condition of this obligation is such that whereas the above bounden Fullerton, Wright, Goodrich and Stewart have this day sold to the said Huntington, all that certain lot of land lying and being in the town of Chicago County of Cook and State of Illinois being part and parcel of Block one in the survey of said Town made by the Commissioners of the Illinois and Michigan Canal, and known and discribed in the subdivision of said block made by said Fullerton Wright, Goodrich and Stewart, as lot number twenty (4) four in Block number one and one half, a plan of which subdivision is filed and recorded in the Office of the

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Recorder in and for said County, for the sum of One thousand dollars and interest thereon at the rate of ten per cent, to be paid in manner following to wit One hundred and fifty dollars at the sealing and delivery of these presents, and the further sum of Four hundred and fifty dollars and the interest thereon at ten per cent on the first day of June next, and the further sum of Four hundred dollars and the above interest thereon at ten per cent on the first day of June AD Eighteen hundred and thirty seven, Now if the said Huntington his heirs or assigns shall make each and every of the payments above specified, at the time and times above set forth and the interest thereon and upon such payments being fully made to the said Fullerton, Wright Goodrich, & Stewart their heirs or assigns and they shall convey to said Huntington, his assigns or personal representatives the above described lot of land by good and sufficient deed free of incumbrances, then this obligation to be void otherwise to remain in full force and virtue,

In witness whereof we have hereunto set our hands and seals the day and year first above written

Signed Sealed & delivered in presence of } Alexander S Fullerton (Seal)
T. G. Wright (Seal)
G. Goodrich (Seal)
Royal Stewart (Seal)
Proc G. Goodrich his atty in fact

by the terms of which said writing obligatory the said defendants covenanted and agreed that upon the payments above mentioned being fully made to them the said defendants, by the said plaintiff together with the interest thereof as the same should become due and payable, that then the said defendants should execute and convey to the said plaintiff the lot of land described therein by good and sufficient deed

free of incumbrances as set forth in the said writing obligatory as above mentioned, and although the plaintiff hath fully made and satisfied the payments above mentioned as the same became due and payable together with the interest thereof according to the tenor and effect, true intent and meaning of the said writing obligatory in the County aforesaid Nevertheless the said plaintiff in fact saith that the said defendants did not nor would execute convey to him the said plaintiff by good and sufficient deed free of incumbrances the lot of land described in the said writing Obligatory, and so the plaintiff in fact saith that the said defendants (although often requested so to do) have not kept the Covenant so by them made as aforesaid but have broken the same

And also for that whereas the said defendants heretofore to wit on the nineteenth day of February in the year of our Lord One thousand eight hundred and thirty six, to wit at Chicago in the County aforesaid, by their Certain writing obligatory then and there made by the said defendants and delivered to the said plaintiff which said writing obligatory sealed with the seals of the said defendants, the said plaintiff now brings here into Court the date whereof is a certain day and year therein mentioned to wit the day and year aforesaid after reciting as therein is recited the said defendants for the Consideration therein mentioned, bargained and sold, unto the said plaintiff, the lot land and premises therein mentioned and particularly described, and thereby Covenanted and agreed to Convey to the said plaintiff by a good and sufficient deed free of incumbrances the lot of land therein mentioned and particularly described, subject to a certain

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proviso or condition, that is to say: that if he the said plaintiff did and should make each and every of the payments at the time and times specified in the said writing obligatory, to the said defendants ~~to the said defendants~~ as therein set forth; and the said plaintiff in fact saith that he the said plaintiff did well and fully make the payments as required of him in the said writing obligatory together with the interest thereof as the same became due and payable, according to the tenor, effect, true intent and meaning of the said writing obligatory, Nevertheless the said plaintiff in fact saith that the said defendants did not nor would convey to the said plaintiff by good and sufficient deed free of incumbrances the lot of land described and set forth in the said writing obligatory but refused so to do contrary to their covenant in that behalf made, and the true intent and meaning of the said writing obligatory, and so the said plaintiff saith that the said defendants have not kept their said covenant in that behalf made but have broken the same,

And also for that whereas, the said defendants heretofore to wit on the ninteenth day of February in the year of our Lord one thousand eight hundred and thirty six, in the County of Cook and state aforesaid by their certain other writing obligatory sealed with their seals and now shown to the Court the date whereof is a certain day and year therein mentioned to wit, the day and year aforesaid in consideration of the sum of three thousand dollars to be paid to the said defendants in manner following that is to say, the sum of One hundred and fifty dollars at the sealing and delivery of the said writing obligatory, and the further sum of Seventeen hundred and Twenty five dollars with the interest thereon

at the rate of ten per cent per annum on the first day of June next, (meaning next after the date of the said writing obligatory) which said last mentioned sum was secured to be paid by a certain promissory note for that amount executed by the said plaintiff to the said defendants, bearing even date with the said writing obligatory, and drawing interest at the rate of ten per cent per annum, and the further sum of one thousand one hundred and twenty five dollars with the interest thereon at the rate of ten per cent per annum on the first day of June in the year of our Lord one thousand eight hundred and thirty seven, which said last mentioned sum was secured to be paid by a certain promissory note, for that amount executed by the said plaintiff to the said defendants bearing even date with the said writing obligatory and with interest at the rate of ten per cent per annum, sold unto the above named plaintiff, all those certain lots or parcels of land situate in the town of Chicago aforesaid, being parts and parcels of Block number one in the survey of said Town made by the Commissioners of the Illinois and Michigan Canal, and known and described in the subdivision of said Block made by the said defendants as lots number fifteen and sixteen in Block number One & one half, a plat of which said subdivision is filed and recorded in the office of the recorder in and for said County, and firmly bound themselves to the said plaintiff his heirs and assigns in the penal sum of six thousand dollars to execute and deliver to the said plaintiff, his heirs or assigns, a good and sufficient deed of conveyance, of said lots of land last above described, in fee simple and free from incumbrances, upon the payment of the said promissory notes above described together with the interest thereof at the times above specified for the payment of the same, by him the said plain-

tiff to them the said defendants, and the said plaintiff in fact saith that he the said plaintiff made and fully satisfied the first payment mentioned in the said writing obligatory at the sealing and delivery of the same and paid the first note together with the interest thereon at the time the same became due and payable in the said writing obligatory mentioned, according to the tenor and effect, true intent and meaning thereof, and paid the further sum of three hundred and forty eight dollars and Eleven cents, upon the second note in the said writing obligatory mentioned, to wit on the sixth day of June in the year of our Lord one thousand eight hundred and thirty seven, and afterwards on a certain day to wit on the fifteenth day of January in the year of our Lord one thousand eight hundred and forty, tendered to the said defendants at Chicago in the County aforesaid, the further sum of One thousand thirty two dollars and fifty two cents, the same then being the full amount of principal and interest due, according to the true intent substance and meaning of the said writing obligatory and the said promissory notes mentioned And although he the said plaintiff hath made the payment to the said defendants mentioned in the said writing obligatory at the sealing and delivery of the same, by the said defendants to the said plaintiff, and made the second payment in the said writing obligatory together with the interest thereon the same being the first note therein mentioned, and afterwards to wit on the sixth day of June, in the year of our Lord one thousand eight hundred and thirty seven at Chicago in the County aforesaid paid the further sum of three hundred and forty eight dollars and eleven cents, and on a certain day afterwards to wit, on the fifteenth day of January in the year of our Lord one thousand eight hundred and forty at

Chicago in the County aforesaid, tendered and offered to the said defendants the further sum of One thousand thirty two Dollars and fifty cents, the same being the full amount of principal and interest then due, according to the true intent and meaning of the said writing obligatory, And although the said defendants have heretofore received of and from the said plaintiff on the Eighteenth day of June in the year of our Lord one thousand eight hundred and thirty six the full amount of the principal and interest then due, by the terms of the said writing obligatory amounting to the sum of Seventeen hundred and seventy nine dollars, and sixty two cents, and also the further sum of three hundred and forty eight dollars and eleven cents, on the sixth day of June one thousand eight hundred and thirty seven, upon the said last payment in the said writing obligatory mentioned, and had offered and tendered to them the said defendants from the said plaintiff the further sum of one thousand thirty two dollars and fifty cents, to wit on the eighteenth day of January, in the year of our Lord one thousand eight hundred and forty, at Chicago aforesaid the same being the full amount of principal and interest then due on the said writing obligatory, the said plaintiff in fact saith that they the said defendants did not nor would execute and deliver to him the said plaintiff a good and sufficient deed of Conveyance of said last mentioned lots of land in fee simple and free from incumbrances, according to the true and effect true intent and meaning of the said writing obligatory, and so the plaintiff in fact saith that the said defendants, although often required and demanded so to do, have not kept the said Covenant so by them made as aforesaid but have broken the same,

And also, for that whereas, the said defendants heretofore to wit on the nineteenth day of February in the

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year of our Lord one thousand eight hundred and thirty six in the County and State aforesaid, by their certain other writing obligatory, sealed with the seals of the said defendants, and then and there signed and dated by the said defendants, and delivered to the said plaintiff, which said writing obligatory the plaintiff now brings here into Court the date whereof is to wit the day and year aforesaid, in Consideration of the sum of Three Thousand dollars, to be paid to them the said defendants by the said plaintiff, in manner following that is to say: the sum of one hundred and fifty dollars at the sealing and delivery of the said writing obligatory and the further sum of Seventeen hundred and twenty five dollars, with the interest thereon at the rate of ten per cent per annum on the first day of June (then) next, which said last mentioned sum was secured to be paid by a certain promissory note for that amount with the interest thereon as above, bearing even date with the said writing obligatory, and the further sum of one thousand one hundred and twenty five dollars, with like interest and secured in like manner, and payable on the first day of June in the year of our Lord one thousand eight hundred and thirty seven, bargained and sold unto the above named plaintiff, all those certain lots or pieces of land ~~situate in the town of Chicago~~ situate in the town of Chicago aforesaid, being parts and parcels of Block number one in the Survey of said town, made by Commissioners of the Illinois and Michigan Canal and known and described in the subdivision of said block made by said defendants as lots number fifteen and sixteen in Block number One and One half, a plat of which subdivision is filed and recorded in the office of the Recorder in and for said County, and Covenanted and agreed to and with the said plaintiff, that upon the payment of the said promissory notes by the said plaintiff to the said defendants together with the interest thereof as the same shall

become due and payable, that they the said defendants should and would execute and deliver to the said plaintiff a good and sufficient deed of Conveyance, of said Lots of Land in fee simple, and free from incumbrances and the said plaintiff in fact saith, that he the said plaintiff after the Execution of the said promissory notes, for the purpose afore said, and after the first note became due, fully paid and satisfied the same, together with the interest thereof to wit on the eighteenth day of June in the Year of our Lord one thousand eight hundred and thirty six, and after the said second note became due paid thereon to wit the sixth day of June, one thousand eight hundred and thirty seven, the sum of three hundred and forty eight dollars and Eleven Cents, and afterwards to wit on the fifteenth day of January in the year of our Lord one thousand eight hundred and forty, at Chicago in the County aforesaid, offered and tendered the said defendants the full amount of monies numbered, including the interest thereon, then and there due by said last mentioned promissory note, to the said defendants according to the true intent, substance and meaning of said promissory note in said writing obligatory mentioned, and although the said plaintiff hath fully paid the first promissory note as above stated and paid the amount above stated on the second promissory note, and offered and tendered the said defendants the full amount of monies then due together with the interest thereof, and yet is willing and now ready to pay the same, and hath performed all things on his part in that behalf to be performed, according to the tenor and effect true intent and meaning of said writing obligatory, the said plaintiff in fact saith that the said defendants, did not nor would Execute and deliver to the said plaintiff a good and sufficient deed of Conveyance of said lots of land last above described in fee simple free of incumbrances, according to the

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tenor and effect true intent and meaning of the said writing obligatory (although often requested so to do) and so the plaintiff in fact saith that the said defendants (although often requested so to do) have not kept the said covenants so by them made as aforesaid but have broken the same

And also for that whereas, heretofore to wit on the nineteenth day of February in the year of our Lord one thousand eight hundred and thirty six in the County and State aforesaid the said defendants, by their certain other writing obligatory sealed with the seals of the said defendants the said plaintiff now brings here into Court which said writing obligatory is in the words and figures following, that is to say

Know all men by these presents that we Alexander A Fullerton Fniman G Wright and Royal Stewart of Chicago, Cook County and State of Illinois are held and firmly bound unto Alonzo G. Huntington of the same place in the penal sum of Six Thousand Dollars to be paid to the said Huntington his heirs and assigns to which payment well and truly to be made we bind ourselves, our heirs and personal representatives firmly by these presents. signed sealed and dated this 19th day of February AD 1836.

The condition of this obligation is such that whereas the above bounden Fullerton Wright Goodrich and Stuart, have this day sold unto the above named Huntington, all those certain lots or pieces of land situate in the town of Chicago aforesaid being parts and parcels of Block number one in the survey of said town made by the Commissioners of the Illinois and Michigan Canal and known and described in the subdivision of said Block made by said Fullerton Wright Goodrich and Stewart as lots number fifteen and sixteen, in Block number one and one half a plat of which said subdivision is filed and recorded in the office of the

Recorder in for said County for the sum of Three Thousand Dollars to be paid to the said Fullerton Wright Goodrich and Stewart in manner following viz one hundred and fifty dollars on the sealing and delivery of these presents and seventeen hundred and twenty five Dollars on the first day of June next with interest thereon at the rate of ten per cent per annum and the further sum of One thousand one hundred and twenty five dollars and interest thereon at the like rate of ten per cent per annum on the first day of June A D Eighteen hundred and thirty seven, for each of which last mentioned sums and payable as above the said Huntington has executed his Notes to the said Fullerton Wright Goodrich and Stewart, Now therefore if the said Huntington shall pay or cause to be paid the said notes and each of them, and the said interest thereon at the times, above specified for their payment, and upon such payment being so made the said Fullerton Wright Goodrich & Stewart, their heirs or personal representatives shall execute, and deliver to said Huntington his heirs or assigns a good and sufficient Deed of Conveyance of said lots, in fee simple and free from incumbrances then and in that case this obligation to be void otherwise to remain in full force and virtue

Signed sealed and delivered In presence of

Alexander A Fullerton
J. G. Wright
Grant Goodrich
Royal Stewart,
Per. of G Goodrich his Atty in fact

by the terms of which said writing obligatory the said defendants covenanted and agreed that upon the payments above mentioned being fully made to them the said defendants, by the said plaintiff together with the interest thereon as the same should become due and payable that then the said defendants should execute and convey to the said plaintiff the lots of land described

therein by a good and sufficient deed of conveyance in fee simple and free from incumbrances, upon the said conditions and terms set forth in the said writing obligatory above last mentioned, and although he the said plaintiff hath paid and offered and tendered the payment of the whole amount in monies due on the said promissory notes together with the interest thereof in full satisfaction of the same, at Chicago in said County, according to the tenor and effect true intent and meaning of the said writing obligatory, and although they the said defendants, had to wit on the sixth day of June in the year of our Lord one thousand eight hundred and thirty seven, received of and from the said plaintiff in payment of the said promissory notes, the whole sum of two thousand two hundred and seventy seven dollars and seventy three cents, and had to wit on the fifteenth day of January in the year of our Lord one thousand eight hundred and forty, at Chicago in said County tendered and offered to them the said defendants, by the said plaintiff the further sum of One thousand thirty two dollars and fifty cents, in monies the full amount of monies then due by said promissory notes in said writing obligatory mentioned, and were then and there to wit at Chicago in said County required to convey to him the said plaintiff the lots of land in manner set forth in said writing obligatory last mentioned, Nevertheless the said plaintiff in fact saith, that the said defendants did not nor would execute and deliver to him the said plaintiff a good and sufficient deed of conveyance of said last mentioned lots of land in fee simple and free from incumbrances, according to the tenor and effect true intent and meaning of the said covenants in the said writing obligatory mentioned, and so the said plaintiff

in fact saith that the said defendants although often requested so to do) have not performed and kept the said covenants so by them made as aforesaid, but have broken the same.

And also for that whereas the said defendants heretofore to wit on the nineteenth day of February in the year of our Lord one thousand eight hundred and thirty six at Chicago in the county aforesaid by their certain writing obligatory then and there made between the said plaintiff and defendants, which said writing obligatory, signed sealed with the seals of the said defendants, and delivered by them the said defendants to the said plaintiff the said plaintiff now brings here into Court the date whereof is a certain day and year therein mentioned to wit the day and year aforesaid, after reciting as therein is recited the said defendants for the consideration therein mentioned bargained and sold unto the said plaintiff the lots lands and premises therein mentioned and particularly described and thereby covenanted and agreed to execute and deliver to him the said plaintiff a good and sufficient deed of conveyance of said lots of land in fee simple and free from incumbrances, particularly described in said writing obligatory, subject to a certain proviso or condition that is to say, that if he the said plaintiff should well and truly pay to the said defendants, two certain promissory notes together with the interest thereof, ~~according~~ Executed by the said plaintiff to the said defendants for the sum of Two thousand Eight hundred and fifty dollars bearing even date with the said writing obligatory as the same should become due and payable, and the said plaintiff in fact saith that he the said plaintiff did well and truly pay to the

said defendants the full amount of the said notes together with the interest thereof according to the tenor and effect, true intent and meaning of the said writing Obligatory. Nevertheless the said plaintiff in fact saith that he the said plaintiff did well and truly pay the said defendants the full amount of the said promissory notes with the interest thereon according to the tenor and effect true intent and meaning of the said writing Obligatory yet in fact saith that the said defendants did not nor would execute and deliver to the said plaintiff a good and sufficient deed of Conveyance of said lots of land described and set forth in said writing obligatory, (although often requested) but refused so to do, Contrary to the said Covenant in that behalf made and the true intent and meaning of the said writing obligatory, to the damage of the said plaintiff of Eight thousand dollars and therefore he brings his suit &c

A Huntington Atty
in proper person

The following are copies of the instruments on which this suit is brought, to wit

Know all men by these presents, that we Alexander A Fullerton Truman G. Wright Grant Goodrich and Royal Stewart of Chicago in the County of Cook and State of Illinois are held and firmly bound unto Alonzo G Huntington of the same place in the penal sum of Two thousand dollars, to which payment well and truly to be made to the said Huntington his heirs and assigns or personal representatives we hereby bind ourselves our heirs, assigns or personal representatives firmly by these presents,

Sealed with our seals and dated this 19th day of February AD 1836.

The condition of this Obligation is such, That whereas the above bounden Fullerton Wright, Goodrich and Stewart have this day sold to the said Huntington, all that certain,

lot of land lying and being in the town of Chicago, County of Cook and State of Illinois being part and parcel of Block one in the survey of said town made by the commissioners of the Illinois and Michigan Canal, and known and described in the subdivision of said Block, made by said Fullerton Wright Goodrich and Stewart as lot number twenty (24) Four, in block number One and one half, a plan of which subdivision is filed and recorded in the office of the recorder in and for said County, for the sum of One thousand Dollars and the interest thereon at the rate of ten per cent to be paid in manner following to wit. One hundred and fifty dollars at the sealing and delivery of these presents, and the further sum of ~~[illegible]~~ Four hundred and fifty dollars and the interest thereon at ten per cent, on the first day of June next, and the further sum of Four hundred Dollars and the above interest thereon, on the first day of June A.D. Eighteen hundred and thirty seven. Now if the said Huntington his heirs or assigns shall make each and every of the payments above specified at the time and times as above set forth and the interest thereon, and upon such payments being fully made to the said Fullerton, Wright, Goodrich and Stewart their heirs and assigns and they shall convey to said Huntington his hirs, assigns or personal representatives the above described lot of land by good and sufficient deed free of incumbrances, then this obligation to be void otherwise to remain in full force and virtue. In witness whereof we have hereunto set our hands and seals the day and year first above written

Signed sealed and delivered in presence of } Alexander S Fullerton (Seal)
T. G. Wright (Seal)
G. Goodrich (Seal)
Royal Stewart (Seal)
Per G. Goodrich his atty in fact

Upon which are the following endorsements or receipts that is to say:

"Rec^d on the foregoing bond the payment of One hundred and fifty Dollars therein mentioned

Feb 19. 1836. G. Goodrich for himself and the above obligors

The payment due on this bond on the first day of June 1836 was paid when it became due, and the note given up. June 1836. Royal Stewart for himself and the other obligors

Received herein (and note of four hundred Dollars given up) June 6. 1837. Four hundred and fifty one 50/100 Dollars in full of the foregoing. for the several contractors

R. Stewart

Know all men by these presents that we Alexander A Fullerton Truman C. Wright Grant Goodrich and Royal Stewart, of Chicago Cook County and State of Illinois, are held and firmly bound unto Alonzo Huntington of the same place in the penal sum of Six thousand Dollars to be paid to the said Huntington his heirs and assigns to which payment well and truly to be made we bind ourselves our heirs and personal representatives firmly by these presents, signed sealed and dated this 19th day February A.D. 1836

The Condition of this obligation is such that whereas the above bounden Fullerton Wright Goodrich and Stewart have this day sold unto the above named Huntington, all those certain lots or pieces of land situate in the town of Chicago aforesaid being parts and parcels of Block number one in the survey of said Town made by the Commissioners of the Illinois and Michigan Canal and known and described in the subdivision of said block made by said Fullerton, Wright, Goodrich and Stewart as lots number fifteen and sixteen in Block number one and one half a plat of which said subdivision is filed and Recorded in the Office of the Recorder in and for said County.

for the sum of Three thousand dollars to be paid to the said Fullerton Wright Goodrich and Stewart in manner following to wit. One hundred and fifty dollars on the sealing and delivery of these presents, and Seventeen hundred and twenty five Dollars on the first day of June next with interest thereon at the rate of ten per cent per annum, and the further sum one thousand One hundred and twenty five Dollars and interest thereon at the like rate of ten per cent per annum on the first day of June A.D. Eighteen hundred and thirty seven for Each of which said last mentioned sums and payable as above the said Huntington has Executed his notes to the said Fullerton Wright Goodrich and Stewart, Now therefore if the said Huntington shall pay or cause to be paid the said notes and each of them and the said interest thereon at the times above specified for their payment, and upon such payment so made, the said Fullerton, Wright Goodrich and Stewart their heirs or personal representatives shall Execute and deliver to said Huntington his heirs or assigns a good and sufficient deed of Conveyance of said lots in fee simple and free from incumbrances then and in that case this obligation to be void otherwise to remain in full force and virtue

Signed sealed and delivered in presence of } Alexander A Fullerton (Seal)
T. G. Wright (Seal)
Ezra Goodrich (Seal)
Royal Stewart (Seal)
Per G. Goodrich his Atty in fact.

Upon which last instruments are the following endorsements or recepts that is to say,

Rec^d on the foregoing bond One hundred and fifty dollars the first payment therein mentioned

Feby 19th 1836 G. Goodrich for himself and the other Obligors therein mentioned

Received on the within bond Seventeen hundred and seventy nine 6/100 dollars in full of the principal and interest above mentioned which became due June first, Dated Chicago June 8, 1836. and the note given up, said payment was made to T. G. Wright.

R. Stewart for himself and the others

Rd Seven Three hundred and forty Eight 11/100 dollars, June 6, 1837, and Endorsed the same on A. Huntington's note.

for the several Obligors
R. Stewart"

and afterwards to wit on the third day of September in the year of our Lord one thousand Eight hundred and forty one there issued out of said Court the People's alias writ of summons, which 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 Cook County, Greeting

We Command you that you summon Alexander A Fullerton, Truman G Wright, Grant Goodrich, and Royce Stewart if they shall be found in your County personally to be and appear before the Circuit Court of said County on the first day of the next term thereof to be holden at the Court house in the City of Chicago in said County, on the fifth Monday after the fourth monday in August next to answer unto Alenzo Huntington in a plea of Covenants broken to the damage of the said plaintiff as he says in the sum of Eight thousand dollars

And have you then and there this writ with an endorsement thereon in what manner you Ex-

Executed the same

Witness H.G. Hubbard Clerk of said Court and the seal thereof at the City of Chicago in said County this third day of September in the Year of our Lord one thousand eight hundred and forty one

(L.S.)

H. G. Hubbard Clerk

On the back of which said writ of summons appears the following Endorsement to wit

Executed by reading the within in presence of Grant Goodrich Sept. 14, 1841, and to A. N. Fullerton September 20. 1841, Truman G. Wright and Royal Stewart not found

Fees 2 services 1.00 2 miles 12½ Retn 12½ $1.25

A Steele Shff by W H Davis D Shff

And afterwards to wit on the fifth day of October A.D 1841, Came the said defendants Alexander N. Fullerton and Grant Goodrich and file their demurrers to the said several Counts in said declaration, which said demurrers are in words and figures as follows that is to say:

Dem'r. to 1st Count.

Fullerton & Goodrich mpl &c
ads
A Huntington

And the said defendants Fullerton and Goodrich by their attorney come and defend the wrong and injury when &c and Crave oyer of the said writing obligatory and the Condition thereof in the said first Count of said declaration mentioned which is read to them in the words and figures following (insert the said writing obligatory and the Condition thereof as filed with the declaration in this cause) which being read and heard the said defendants say that the said first Count of said declaration and the breach in the said declaration and

the matters therein contained in manner and form as therein set forth are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendants, and that they are not bound by law to answer the same, and this they are ready to verify, wherefore for such insufficiency in this behalf the said defendants pray Judgment and that the said plaintiff may be barred from having and maintaining his aforesaid action thereof against them &c

1st. The said plaintiff doth not allege with sufficient certainty performance on his part, and request for defendants to perform on their part.

2d. There is no sufficient breach of said Covenants set forth

Demr to 2d Count.

Fullerton & Goodrich impd &c
v
A Huntington

And the said defendants Fullerton and Goodrich by their attorny come and defend the wrong and injury when &c and pray Oyer of the said writing Obligatory and the Condition thereof in the second Count of the said declaration mentioned which is read to them in the words and figures following (here insert the said writing obligatory and the Condition thereof as filed with the declaration in this Cause) which being read and heard the said defendants say that the said second Count and breach of the said declaration and the matters and things therein contained are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendants and that they are not bound by law to answer the same, and this they are ready to verify, wherefore for such insufficiency in this behalf the said defendants pray Judgment, and that said plaintiff may be

barred from having and maintaining his aforesaid action against them &c

1st The said plaintiff doth not allege with sufficient certainty performance on his part and request for defendants to perform on their part.

2d There is no sufficient breach of said Covenants set forth.

Demurrer to third Count

Fullerton & Goodrich impl &c.
ads
A Huntington

And the said defendants Fullerton and Goodrich by their attorneys come and defend the wrong and injury when &c and crave oyer of the said writing obligatory and the condition thereof in the said third Count of the said declaration mentioned which is read to them in the words and figures following (here insert the said writing obligatory and the condition thereof as filed with the declaration in this cause) which having been read and heard the said defendants say that the said third Count of the said declaration and the said breach therein contained and the matters and things therein contained in manner and form as therein set forth are not sufficient in law for the said plaintiff to have and maintain his aforesaid action thereof against the said defendants and that they are not bound by law to answer the same, and this they are ready to verify, wherefore for such insufficiency in this behalf, the said defendants pray judgment and that the said plaintiff may be barred from having or maintaining his aforesaid action thereof against them

1st The said plaintiff doth not allege with sufficient certainty performance on his part and request for defendants to perform on their part

[11910-14]

2d There is no sufficient breach of said covenants set forth,

Demurrer to 4th Count.

Fullerton & Goodrich impl &c
and
A Huntington

And the said defendants Fullerton & Goodrich by their attorneys come and defend the wrong and injury when &c and crave oyer of the said writing obligatory and the condition thereof in the said fourth count of said declaration mentioned, which is read to them in the words and figures following (here insert the said writing obligatory and the condition thereof as filed with the declaration in this cause) which being read and heard the said defendants say that the said fourth count and breach of the said declaration and the matters and things therein contained in manner and form as therein set forth, are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendants and that they are not bound by law to answer the same, and this they are ready to verify, wherefore for such insufficiency in this behalf the said defendants pray Judgment and that the said plaintiff may be barred from having or maintaining his aforesaid action thereof against them &c

1st The said plaintiff doth not allege with sufficient certainty performance on his part, and request for defendants to perform on their part.

2d There is no sufficient breach of said covenants set forth

Fullerton & Goodrich impl &c
v
A Huntington

Demr to 5th Count.

And the said defendants Fullerton and Goodrich by their attorneys come and defend the wrong

and injury when &c. and Crave oyer of the said writing obligatory and the Condition thereof in the fifth Count of said declaration mentioned, which is read to them in the words and figures following (here insert the said writing obligatory and the Condition thereof as filed with the said declaration) which being read and heard the said defendants say that the said fifth Count and breach of the said declaration and the matters and things therein Contained in manner and form as the same are above set forth, are not sufficient in Law for the said ~~defendant~~ plaintiff to have or maintain his aforesaid action thereof against the said defendants, and that they are not bound by law to answer the same and this they are ready to verify wherefore for such insufficiency in this behalf the said defendants pray judgment and that the said plaintiff may be barred from having and maintaining his aforesaid action thereof against them &c

for 1st The said plaintiff doth not allege with sufficient certainty performance on his part and request for defendants to perform on their part,

2d There is no sufficient breach of said Covenants set forth

Dem^r to 6th Count.

Fullerton & Goodrich inf^ts &c
v
J. Huntington

And the said defendants Fullerton & Goodrich by their attorneys Come and defend the wrong and injury when &c and Crave Oyer of the said writing obligatory and the Condition thereof in the said sixth Count of the said declaration mentioned which is read to them in the words and figures following (here insert the said writing Obligatory and the Condition thereof as filed with the said declaration in this Cause) which being read and heard, the said defendants say that

the said sixth Count and breach of said declaration and the matters therein contained in manner and form as therein set forth are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendants, and that they are not bound by law to answer the same, and this they are ready to verify wherefore for such insufficiency in this behalf the said defendants pray Judgment and that the said plaintiff may be barred from having and maintaining his aforesaid action thereof against them &c

1st The said plaintiff doth not allege with sufficient certainty performance on his part and request for defendants to perform on their part.

2d There is no sufficient breach of said Covenants set forth.

Demr to 7th Count

Fullerton & Goodrich impl &c

vs

A Huntington

And the said defendants Fullerton and Goodrich by their attorney come and defend the wrong and injury when &c and Crave oyer of the said writing obligatory and the Condition thereof in the seventh Count of the said declaration mentioned which is read to them in the words and figures following there insert the said writing obligatory and the Condition thereof as filed with the declaration in this Cause which being read and heard the said defendants say that the said seventh Count and breach of said declaration and the matters therein Contained in manner and form as the same are set forth, are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendants and that they are not bound by law to answer the same, and this they are ready to verify, wherefore

for such insufficiency in this behalf the same defendants pray Judgment, and that the said plaintiff may be barred from having & maintaining his aforesaid action thereof against them, &c

1st The said plaintiff doth not allege with sufficient certainty performance on his part and request for defendants to perform on their part.

2d There is no sufficient breach of said Covenants set forth.

Demr to Eighth Count.

Fullerton & Goodrich impts
v
A Huntington

And the said defendants Fullerton & Goodrich by their attorney come and defend the wrong and injury when &c and Crave Oyer of the said Writing Obligatory and the Condition thereof in the Eighth Count of said declaration mentioned which is read to them in the words and figures following, hereinsert the said writing obligatory and the Condition thereof as filed with the declaration in this cause, which being read and heard the said defendants say, that the said Eighth Count and the breach of the said declaration, and the matter therein contained, in manner and form as the same are set forth are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the said defendants, and that they are not bound by law to answer the same, and this they are ready to verify, wherefore for such insufficiency in this behalf the said defendants pray Judgment and that the said plaintiff may be barred from having and maintaining his aforesaid action against them &c

1st The said plaintiff doth not allege with sufficient certainty performance on his part and request for defen

[1910-16]

dants to perform on their part.

2d There is no sufficient breach of said Covenants set forth

And afterwards to wit on the seventh day of November in the year of our Lord one thousand eight hundred and forty five it being one of the days of the November term of the said Circuit Court in the year last aforesaid, and this Cause having been regularly Continued from term to term down to the said day, the following among other Proceedings were had to wit,

Alonzo Huntington
v
A A Fullerton, J. C. Wright
Grant Goodrich & R Stewart
} Covenant

Ordered by the Court that this Cause be dismissed each party paying his own Costs.

And afterwards to wit on the twenty second day of November in the year last aforesaid and at yet of the said November term of said Court, the following among other proceedings were had, to wit

Alonzo Huntington
v
Alexander A Fullerton, Truman
G. Wright, Grant Goodrich & Royal Stewart
} Covenant

This day comes the said plaintiff in his own proper person and the said defendants Alexander A Fullerton and Grant Goodrich who alone have been served with process by their attorney also come and with draw the pleas filed herein, and the said defendants saying nothing in bar or preclusion of the said plaintiffs action, It is Considered that the said plaintiff ought to recover of the said defendants Alexander A Fullerton and Grant Goodrich his damages herein sustained on occasion of the premises, but because those damages are uncertain and unknown to the Court, this suit being founded

on an instrument in writing for the payment of money only, it is Ordered that the Clerk assess the same, and the Clerk having assessed the damages, reports that they amount to the sum of Five Thousand One hundred and Ninety Eight Dollars and forty cents which report is Ordered to be accepted and Confirmed

Therefore it is Considered by the Court that the said plaintiff Alonzo Huntington do have and recover of the said defendants Alexander S Fullerton and Grant Goodrich his damages of Five thousand One hundred and Ninety Eight dollars and Forty Cents in form aforesaid assessed together with his Costs and Charges by him about his suit in this behalf Expended and that he have ~~Execution therefor~~

State of Illinois }
Cook County } I Lewis D Hoard Clerk of the Circuit Court of Cook County in the State of Illinois do hereby Certify the foregoing to be a full true and perfect transcript of the records and proceedings of the said Court in the above Entitled cause

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Chicago in said County this 19th day May AD 1849

Lewis D Hoard Clerk

Grant Goodrich
vs.
Alonzo Huntington } And now comes the said Pltff in Error and saith that in the Record and proceedings aforesaid

there is manifest Error in this 1. That said Circuit Court rendered Judgment against the Pltff in Error after the a Judgment had been rendered in said suit, dismissing the same, which Judgment of dismissal stood unreversed & in full force, at the time of the rendition of Judgment against said Plaintiff

For other Errors apparent on the face of said Record. Wherefore he prays said Judgment may be reversed &c. J. C. Champlin, Atty, for Pltff.

[11910-17]

2d

Grant Goodrich Defendant

vs

Cook Court came the said Defendant Alonzo Huntington and filed his plea in abatement and also that there is no such in the Declaration = Charge Plaintiff as is above alleged wherefore that the Defendant demands Judgment whether he ought to be compelled to answer the Plaintiff's Complaint

Orlando Brown
Atty for Defdt

20

Cook Co. Circuit Court.

Alonzo Huntington.

vs

Alexander N. Fullerton & Grant Goodrich, impl.d &c

Transcript of Record.

Filed May 30th 1849.
Leland Clerk.

$16,50

State of Illinois, Sct.

The people of the State of Illinois,

To the Clerk of the circuit court for the county of Cook — 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 Cook county, before the Judge thereof, between Alonzo Huntington

plaintiff and Alexander A. Fullerton & Grant Goodrich impleaded with others —

defendants it is said manifest error hath intervened to the injury of the aforesaid Fullerton & Goodrich as we are informed by their complaint, and we being willing that error, if any there be, should be corrected 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 Second Monday of 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 30th day of May in the year of our Lord one thousand eight hundred and forty-nine.

S. Leland

Clerk of the Supreme Court.

20.

Hutchinson & Goodrich

vs

Alonzo Huntington

Writ of Error

Filed May 30th 1849.

[illegible] Clk.

SCIRE FACIAS.—FREE TRADER OFFCE, OTTAWA.

State of Illinois, } SS.
Supreme Court, }

The People of the State of Illinois

TO THE SHERIFF OF Cook County.

Because in the record and proceedings, and also in the rendition of the judgment, of a plea which was in the circuit court of Cook county, before the Judge thereof, between Alonzo Huntington plaintiff & Alexander A. Fullerton & Grant Goodrich impleaded with others

defendants it is said that manifest error hath intervened to the injury of the said Fullerton & Goodrich

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 Alonzo Huntington

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 think fit; and further to do and receive what the said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Huntington notice, together with this writ.

WITNESS, the Hon. Samuel H. Treat Chief Justice of our said Court, and the seal thereof, at Ottawa, this 30th day of May in the year of our Lord, one thousand eight hundred and forty-nine.

S. Leland
Clerk of the Supreme Court.

[11910-19]

1010 } 20

Alexander N. Fullerton
& Grant Goodrich
vs
Alonzo Huntington

Sci. Fa.

To June Term 1849.

To Sheff. Cook Co.

Executed by reading the
within to the person of
the within named Alonzo
Huntington Jan 8 1849

1 Sum	$	50
1 Mile	"	06¼
Return	"	12½
	$	68¾

S. Cook Sheriff
By John Beach
Dep'y

Filed June 4. 1849.
C. Leland Clk

Grant Goodrich
vs.
Alonzo Huntington } Error to Cook.

"When the Record shows the "plff was non suited: and does not show it was "set a side - a trial & Judgt. in his favour at a "subsequent term - is erroneous: & will be reversed".

1 Littell. Ky. R. 214.

"The parties were out of court, after the non suit" ib.

See also the case in 5 Monroe 450 - saying the court cond. reinstate a cause at the subs.t. term when it has been dis.d on order reinstating - gives no authority to the court over the case -

There is one thing very singular in this case as appears by the Record: It is this there is no appearance in the whole Record of the name of any attorney appearing for the Defts this fact is very suspicious, as the Deft. Goodrich can look to no one for any injury he may sustain by causing a Judgt. to be entered after the suit was dismissed - It is true the Record says he was there by his atty. but what atty it was the Record fails to show - The fact is none did appear for him at that time.

B. S. Morris for Plff. in Error

[11910-20]

Goodrich
vs
Huntington

Filed

B. S. Minor
Atty.

Plaintiff's Exhibit No. 1
Plaintiff's Exhibit No. 2

Isaac Goodrich et al
v
Alonzo Huntington

Error to Cook

The defendant submits to this Hon Court that the Court below having Jurisdiction of the parties & the subject matter of the suit the Record is conclusive against the plaintiffs as to the facts stated to it - that they now indebted to the deft in the amount of the Judgment that he appeared by their atty in Court & by leave of Court withdrew their plea filed in the cause - That they failed to plead again & that a Judgment of nil dicit was entered against them -

But it is objected that by the plaintiffs that the Lower suit had been discontinued before the plea was withdrawn & that no formal entry setting forth that the suit was discontinued was made by the Court below - & I am referred to the case of Foster v Atkinson 1 Littell 214 as an authority to show that the objection is fatal -
There is nothing in that case to show that the plaintiff error appeared in the cause after the non suit was entered & or that he in any way recognized the suit in existence after the non suit -
Besides in that case the Judgment was entered at a Term subsequent to the non suit & the Court had no control over the

[11910-217]

suit can to reinstate it after a discontinuance - 3 Mass 450

In this case there was no discontinuance but the Record remained under the control of the Court below from the time the suit was dismissed until it was virtually reinstated & final Judgment rendered -

The Court below by permitting the plaintiffs to withdraw their plea (recognized the suit as reinstated & pending) & it is inferred that the permission to withdraw the plea in the suit & entering the Judgment was virtually reinstating the cause & that no order was necessary in such a case -

The plea was withdrawn at request of the plaintiffs & they permitted the Judgment to be entered against them. And to permit them now to reverse the Judgment for such cause would not subserve the ends of Justice & is not required by any rule of law

If the plaintiffs have been wronged by the proceeding it does not appear in the Record & their remedy if such is the case is in another forum

To the Hon
The Judges of the Supreme Court
of the State of Illinois

Thos M Wilson
Atty for Defs

50
17
350
5-0
85