

No. 11831

Supreme Court of Illinois

Low

vs.

Moss

71641  7

La Salle
Henry Lowe
William S. ellips

111

11834

Prepared

1851

Lafalle Circuit Court April Term AD 1850

Monday April 22nd

State of Illinois
Lafalle County

Pleas before the Hon Theophilus L. Dickey ^{presiding} Judge of the 9th Judicial Circuit of the State of Illinois at a Term of said Court begun and held in and for the County of Lafalle On Monday April 22nd 1850 it being the Seventy fifth year of the Independence of the United States of America

Present the Hon Theophilus L. Dickey ^{presiding} Judge

Be it remembered that heretofore to wit on the first day of December AD 1849 Hervey Lowe by his attorney sued ^{out} of the Clerks Office of the Circuit Court of said County a Summons against William S. Mox which is in words and figures following to wit

State of Illinois
Lafalle County

The people of the State of Illinois to the Sheriff of said County Greeting: We Command you to Summon William S. Mox if he 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 Ottawa in said County on the 22nd day of April next to answer unto Hervey Lowe in a plea of Trespass on the Case upon promises to the damage of the said Plaintiff as he says in the Sum of Three Hundred Dollars

And have you then and then this writ with an endorsement thereon in what manner you shall have executed the same. Witness Philo Lindley Clerk of said Court and the Seal thereof at Ottawa in said County this 1st day of December AD 1849
P. Lindley Clerk



On which Summons is endorsed the following return
Served by reading to the within named defendant
this 3^d day of December 1849

N. Starbuck Sheriff
By H. D. Weber Deputy

Serving 50
Returning 12 1/2

11 Miles 1.111

\$1.62 1/2

Filed Jan'y. 11th 1849
P. Lindley Clk

Afterwards on the 28th day of March 1850 the Plaintiff
filed this declaration which is in words figures following viz

State of Illinois
Lafalle Circuit Court do the April Term A.D. 1850
Lafalle County of ^{Illinois} Henry Love Plaintiff in this suit by
William Chumason his Attorney Complain of William & Moss de-
fendant in a plea of Trespass on the Case upon promises
For that whereas the said defendant
on the Twenty Eighth day of November A.D. 1848 was and for
a long time before then had been a Common Carrier of goods
for profit and reward from St Louis in the State of Missouri
to Lafalle in the County of Lafalle and State of Illinois
and from said Lafalle to said St Louis by water in the
Steam Boat Ava Kenche and the said Plaintiff at the said
time last mentioned was possessed as of his own proper goods
and Chattels of four barrels of molasses twenty four half
Boxes of glass seven bags of Shot two bunches of Lead
weighing Fifty pounds and four Hogheads of Sugar weigh-
ing Five thousand two Hundred and Thirty Eight pounds
of the value of Five Hundred dollars and at the special
instance and request of the said defendant said Plaintiff

then and then caused to be delivered to him the said de-
fendant the said 4 barrels of Molasses twenty four half Boxes
of glass Pewee bags of Shot two bunches of lead and four Hogheads
of Sugar in good order and Condition to be by him safely
conveyed from St Louis aforesaid to Lafalle aforesaid
for a reasonable Compensation to be paid by said plaintiff
in Consideration of all and singular the said promises the
said defendant undertook and faithfully promised to cause
the said above mentioned articles to be safely delivered
in good order and Condition (the danger of river navigation
and fire only excepted) at the Port of Lafalle unto Isaac
Hardy, and the said Plaintiff then and then in
Consideration of the promise and undertaking aforesaid of
the said defendant undertook and faithfully promised
to pay the said defendant a reasonable Compensation for
the said services to be done and performed by the said defen-
dant in manner aforesaid. But the said defendant
not regarding his said promise did not safely convey the
said goods from St Louis to the Port of Lafalle ac-
cording to his said promise and undertaking but left
the said goods at Hannibal by means whereof the
said goods were lost to the said Plaintiff to wit at
Lafalle in the County of Lafalle aforesaid to his damage
three Hundred Dollars.

And also for that whereas the said defendant
before and at the time of the making of his promise and
undertaking herein after next mentioned was the master of a
certain Steam Boat or vessel called the Avalanche then
lying at the Port of St Louis in the State of Missouri and
bound thence to the Port of Lafalle in the State of Illinois
and thereupon the said Plaintiff here to wit on the 28th
day of November 1848 at St Louis aforesaid at the special
instance and request of the said defendant caused to be
shipped & loaded by his Agents Matteson and Preston
of St Louis on Board the said Steam Boat or vessel
called the Avalanche whereof the said defendant then was

master or Commander as aforesaid Divers goods and
merchandise to wit: 4 barrels of Molasses 24 half
Boxes of glass 7 Bags of lead 2 barrels lead and four hogsheads
of Sugar then in good order and Condition of great value
to wit: of the value of Five Hundred Dollars to be taken
Care of and delivered without delay and safely and securely
Carried and Conveyed by said defendant as such Master
as aforesaid in and on board of said Steam Boat or vessel
from the Port of St Louis aforesaid to the Port of La Salle
aforesaid and then to wit at La Salle aforesaid to be
safely and securely delivered in the like good order and
Condition for the said Plaintiff the damages of River naviga-
tion and for only excepted and in Consideration thereof
and of certain freight and reward to the said defendant
in that behalf he the said defendant undertook and
faithfully promised the said Plaintiff to take care of and
safely and securely Carry and Convey and deliver the said
goods ~~and merchandise~~ and merchandise
as aforesaid (the damages of River navigation and
for only excepted and altho the said defendant being
such master of the said Steam Boat or vessel as
aforesaid then and then had and received the said
goods and merchandise to be Carried Conveyed and
delivered as aforesaid and altho a reasonable time for
the Carrying Conveying and delivery of the said goods
and merchandise as aforesaid hath long since elapsed,
Yet the said defendant so being such master of the
said Steam Boat or vessel as aforesaid not regarding
his duty in that respect but Contriving and intending to
deceive injure and defraud the said Plaintiff in this
behalf did nor would take Care of and Carry or Convey
the said goods so shipped in and on board of the
said Steam Boat or vessel as aforesaid from St
Louis aforesaid to La Salle aforesaid and
then to wit: at La Salle aforesaid safely or securely

delivered the same for the said Plaintiff (altho
no damage of River navigation or fire did prevent
him from so doing) but on the contrary that he
the said defendant so being such master of the
said Steam Boat or vessel as aforesaid so carelessly
and negligently and improperly behaved and conducted
himself with respect to the said goods that by and
through the mere carelessness negligence and improper
conduct of the said defendant and his servants
in that behalf a large portion of the said goods
and merchandize to wit: Four Hogheads of Sugar
and Two barrels of Molasses of great value to wit:
of the value of Three Hundred dollars became and
were wholly lost to the said Plaintiff to wit:
at Lafalle Aforesaid

And whereas also herebefore to wit on the
day and year aforesaid at St Louis in the State of
Missouri aforesaid in Consideration that the said
plaintiff at the special instance and request of the
said defendant had then and there caused to be delivered
to the said defendant divers other goods and
merchandize to wit: goods and merchandize of the
like number quantity quality and description and
value as those in the said first and second Counts
mentioned to be taken care of and safely and securely
carried and conveyed by the said defendant in and on
board of a certain other Steam Boat or vessel from St
Louis in the State of Missouri to Lafalle in the State
of Illinois aforesaid and there to wit: at Lafalle
aforesaid to be safely and securely delivered for
the said plaintiff for certain freight and reward
to the said defendant in that behalf he the
said defendant undertook and then and there faith-
fully promised the said plaintiff to take due and
proper care of the said last mentioned goods and

Merchandise whilst he had the Care and Custody thereof for the purpose aforesaid. Yet the said defendant not regarding his duty in that behalf nor his said last mentioned promise and undertaking but Contriving and intending to injure and deceive the said Plaintiff in this behalf whilst the said defendant had the Care and Custody of the ^{said} last mentioned goods and merchandise for the purpose last aforesaid took so little and such bad Care of the same that by and through the mere Carelessness and negligence of the said defendant in that behalf the said last mentioned goods and merchandise being of the value aforesaid to wit: on the day and year aforesaid became and were wholly lost to the said Plaintiff to wit: at Lafalle aforesaid.

And whereas also heretofore to wit on the 28th day of November 1848 at St Louis to wit at Ottawa in the County of Lafalle aforesaid in Consideration that the said defendant then and ^{there} at his Special instance and request had the Care and Custody of divers goods and Chattels of the Plaintiff to wit: goods and Chattels of the like number quantity quality ~~and~~ description and value as shown in the said first Count mentioned he the said defendant undertook and then and then faithfully promised the said Plaintiff to take Care and proper Care thereof whilst the said defendant so had the Care and Custody thereof. Yet the said defendant not regarding his promise and undertaking but Contriving and intending to injure and defraud the said Plaintiff in this behalf whilst the said defendant so had the Care and Custody of the said goods and Chattels took so little and such bad and improper Care thereof that the same afterwards to wit: on the day and year aforesaid at the place aforesaid became and were greatly damaged and injured and wholly lost to the said Plaintiff. To the damage of the said Plaintiff Three Hundred dollars and therefor he sues

Wm. Chumers
Plt. vs. Df.

And afterwards to wit: on the 20th day of
April 1850 the following proceedings of said
Circuit Court appear of record

Hervey Lowe } a plaintiff
William S. Moss }

On Motion of Defendant by Purple
his Attorney. It is ordered that this Cause be Con-
tinued at Defendant's Costs of this Term to be taxed

And on the 29th Day April A.D. 1850
the defendant filed his plea in the words and figures
following to wit:

Hervey Lowe } In the Circuit Court of LaSalle County,
William S. Moss } April Term A.D. 1850

And the said defendant by his Attorney
comes and defends the wrong and injury where &c
and says that he did not assume and promise
in manner and form as the said Plaintiff hath
above thereof Complained against and of this he
puts himself upon the Country &c
N. H. Purple deff. atty

And the said defendant hereby gives notice that under
the general issue above pleaded he will upon the trial of
the above entitled Cause prove by way of defence to said
suit, that the said goods &c in Plaintiff's declaration
mentioned were Comigned to one Isaac Handy of La-
salle LaSalle County, Illinois and that in the Contract
made between the Plaintiff and defendant for the
Carriage of said goods &c from St Louis to LaSalle
"the danger of River navigation was Excepted"
That it was late in the fall when said Contract

was made and said goods received by
defendant; that he proceeded with all convenient
speed and due care with the same on his said voyage
from St Louis to Lafalle aforesaid, ~~and thereupon~~ and
that when he had arrived with the same within
about six miles of said Lafalle the Illinois river
became frozen over so that by the act of God
it was wholly impossible for him to proceed further
That he immediately sent a messenger to the said
Isaac Hardy at Lafalle the Consigner of the
said goods to inquire what disposition under the cir-
cumstances should be made of the said goods: That
the said Hardy or some of his Clerks or agents informed
the said messenger who informed the said defendant
that he the defendant might return with the said
goods &c to Hennepin in Putnam County and store
them at that place stating that it ^{would} probably be as
convenient for the Plaintiff to receive them from Hennepin
as from Lafalle or elsewhere which the said defendant
accordingly did do and store the said goods with
Messrs E. S. Pulsifer of Hennepin aforesaid in a safe
convenient and commodious warehouse of the said
Pulsifer's of all which said Plaintiff (as defendant
will prove had due notice). That afterwards and while
the said goods were so stored in said warehouse and
long after the said Plaintiff had had notice of the same
and had had abundance of time to have removed them
the waters of the said Illinois river suddenly rose
to a height unprecedented and therefore ~~unknown~~
wholly unknown thereby in some degree injuring
and damaging the said Plaintiff's goods. Said
defendant will further prove and show upon said
trial that whatever injury was occasioned to said
goods was by the act of God against which no
human foresight could provide

That when said goods were stowed at
the highest stage of water theretofore known they
would have ^{been} perfectly safe and secure that it was
for the purpose of accomodating the Plaintiff that
he left said goods at Steamboat and did not
retain them on his boat so that said Plaintiff
could get them at the earliest opportunity. That it
was by the act of God alone that he was prevented
from delivering said goods at Lafalle and that the
same were damaged at Steamboat as aforesaid

N. W. Purple

And afterwards to wit on the 25th day of October
AD 1850 the following proceedings of said Circuit
Court appear of record

Hervey Lowe } Assumpsit
vs
William J Mox }
3

On motion of defendant by
Glover & Cook his atty it is ordered that the suit
be continued at defendants costs to be taxed

And afterwards to wit on the 29th day of
April AD 1851 the following proceedings of said
Circuit Court appear of record

Hervey Lowe } Assumpsit
vs
William J Mox }
3

This day appeared the Plaintiff by
Chummers his atty and the defendant by Glover & Cook
his Attorney and by agreement of parties it is ordered
that this cause be set for trial on Wednesday of the second
week of the present term of this Court

And afterwards to wit on the 9th Day of
May A.D. 1851 the following proceedings of said
Circuit Court appear of record

Henry Lowe } Appellant
William S. Moss }
vs
Chamason } Defendant

This day again ^{came} the parties
hereby by their attorneys and by their agreement this case
is submitted to the Court for trial And after hearing
the evidence and arguments of Counsel the Court finds
the issues in favor of the Defendant and thereupon the
Plaintiff by Chamason his attorney enters a motion for
a new trial which is overruled by the Court

It is therefore considered that the Defendant
have and recover from the Plaintiff his Costs and
Charges by him herein expended and that he have
Execution therefor And thereupon the Plaintiff
prays an appeal to the Supreme Court which is
granted upon condition that he file an appeal Bond
within forty days payable to the Defendant in
the penal sum of One Hundred Dollars with Se-
curity by Agreement of parties to be approved by
the Clerk of this Court

And afterwards to wit on the 17th Day of June
A.D. 1851 the Plaintiff filed his Bill of Exceptions
which is in the words and figures following to wit

Henry Lowe } LaSalle County Circuit
William S. Moss } Court April Term 1851

Be it remembered that at the
April Term of said Court this Cause was brought on
to be heard before the Hon^{ble} J. L. Dickey Circuit Judge

of the 9th judicial Circuit without the inter-
vention of a jury when the Plaintiff introduced the
following evidence

Shipped in good order and Condition by Matteson
and Preston on Board the good Steam Boat called
the Boulanche whens Mop is Master for the
present voyage now lying at the Port of St Louis the
Articles marked and numbered as below which are to be
delivered without delay in like good order and Condition
(the dangers of River navigation and Fire only excepted) at
the Port of La Salle unto ~~James~~ Hardy or assigns
he or they paying freight at the rate of 20^{cts} per 100 & 75^{cts}
per bb! for Molasses.

In witness whereof the Owner Master
or Clerk of said Boat has affirmed to 4 Bills of Lading
all of this tenor and date one of which being accomplished the
others to stand void Dated at St Louis this 28th day
of Nov 1848

Marks	Articles	Weight
(H)	4 Bbl Molasses	
Joliet	24 Half Box Glass	
	7 Bags Shot	
	2 Bbl Lead	50
	4 HH Sugar	5058

J. S. Bradley clk

At Love }
Joliet } Desir Above please give P.S.D for Bill
of Goods but for you we will send up & explanation
to morrow by mail - we think they will get thro. to
Joliet

Filed May 2nd 1857
J. S. Bradley clk

Yours Truly
Matteson & Preston

State of Illinois In the LaSalle Circuit Court April
LaSalle County Term AD 1857

Norvey Lowe
vs
William S Wood

Edward H Pulifer of Hennepin being first duly sworn deposes and says that during the month of December AD 1848 E H S Pulifer as warehouseman at Hennepin Ills received from the Steam Boat "Avalanche" four hogheads of sugar with other goods marked thro' "H" which claimed to be the property of Norvey Lowe consigned to J Hardy of LaSalle on Nov that I said ~~that~~ Boat at first ran above Hennepin but returned as it was said on account of the ice and know the weather being very bad - that they kept the same until the next July. That in the Spring the water was very high unusually so and came into the warehouse upon the second floor and damaged the sugar that the sugar was raised two feet above when the water was ever known before but the water rose very suddenly on account of a gorge above and reached the sugar - that they exercised due care to preserve the said sugar from damage - that they caused the same to be weighed and appraised at the request of Mr Massey with agent of A Lowe by Wm Ray S Marks and Geo Cahill whose certificate is here attached marked "A" that A Lowe paid the charges on the said sugar and other property for storage which was \$12.00 a portion of the goods were taken away before high water that caused the damage the receipts marked "B" hereunto attached was given by them - that they also collected of the said Lowe on delivering up the sugar the amount of freight ^{due} as it is said to the Boat Avalanche

which Bill is hereto attached Marked "C"
and the amount paid by said Low on said Bill
was \$15.72. I would further state that we are
in the habit of receiving and storing merchandise
and that I consider the house in ^{which} the Sugar etc was
stored at the time of damage was in good condition
and a safe place for such uses Also at the time the
S. B. Avalanche passed up I remarked to the Capt
that it was dangerous for him to go above and in all
probability he would be froze in
May 7th 1851
O. F. Pulsifer
Subscribed and sworn to
before me this 7th day of May A. D. 1851
P. Lindley Clerk

"A"

State of Illinois
County of Putnam
We the undersigned do solemnly
swear that we will well and truly without partiality or
prejudice value and appraise Four (4) Hogheads of
Sugar and Two (2) bbls Molasses the property of A. Low
and now in the ware house of Messrs O. F. & S. Pulsifer
in West Hennepin where the same was left by the
Steam Boat Avalanche some time in the month
of December last

Subscribed and sworn
to before me this 17th day of
July A. D. 1851
E. B. Ames J. J. P.

Wm. Ray
J. S. Marks
J. W. Cattell

This is to Certify that we the undersigned after having
sworn to and subscribed the above affidavit did repair

To the ware house of Messrs C. F. & S. Pulsifer in west
Hempden and then value and appraise the goods as
follows to wit:

Four Hogheads Sugar 2278^{lb} @ 5¹/₄ \$119.59
Two Bbls Molasses 21.72
\$141.31

In testimony whereof we have hereunto set our hands
and seals this 17th day of July 1849

Wm Ray
S. J. Marsh
W. C. Catell

"B"
S. Lowe
To C. F. & S. Pulsifer
Dr

1849

To Storage on merchandize rec^d of "Avalanche"
Dr per VO Mr Mellin to Mr Poston \$21.00
Cooperage and Labor at high water
on 4 Hds Sugar & 2 Bbls Molasp. 5.00
Storage on Sugar & Molasp. from Dec 6. 48 to July 18. 49. 5.00
\$12.00

Rec^d Paid
C. F. & S. Pulsifer

Storage on 1380^{lb} at 10 1.38
" " 2 Bbl Molasses 62
" on 4 Hogs 25^{pr} 1.00
" " 12¹/₂ 3.00
" 2 Bbl Molasses 1.00
Cooperage & Labor 5.00
\$12.00

Hempden July 18th 1849

"C"

Mr J Hardy To Steamer Avalanche Dr
 To freight on 37 Pbls Sundries 6063 @ 20¢ 12.12
 " " " 4 Pbls Molasses 75 3.00
 \$ 15.12

Per Dec 5 1848

Rec J. S. Bradley Clerk

Error in price of Sundries chg 25¢ should be 20¢
 July 17 C. F. Pulisifer

Rec July 11th 1849 of Mr A Lowe for Mr Messing
 \$ 15.12 Fifteen Pbls the amt of within
 Hennepin

C. F. Pulisifer

Filed May 7th 1851
 P. Hindley Clerk

Nervey Lowe vs William S. Moss In the LaSalle Circuit
 Court April Term
 A.D. 1851

William Ray being first duly sworn
 deposes and says that on or about the 17th day of July
 he together with S. Marks and Geo. Cattin were request-
 ed by C. F. Pulisifer of Hennepin Ills to estimate the
 amount and appraise the value of certain sugar the
 property of A Lowe and then in the warehouse of the said
 Pulisifer where it had been stored since the December
 previous as it is said that he and said Marks & Cattin
 proceeded therein and found four sugar hogsheads partly
 filled with sugar marked each thus "H" and upon one
 of which the figures indicating the weight were "1170."

it was impossible for the Avalanche to reach Lafalle
which was the case I have no doubt under the circumstances
and I further believe that Capt Morse from what I have seen
and known of him did every thing that lay in his power to bring
the Avalanche to Lafalle and I think no other Steam Boat
reached as high a point as Spring Creek Bar after the above
date. I told the said Clerk of the Avalanche that I could not
receive or take charge of those goods at any other point Lafalle
but at the same time informed him that in my ^{opinion} that the best
thing he could do with them for the good of the owner was to take
them back to Hannopin and put them in store as they could
not be forwarded by Canal before the following Spring and should
the owner wish to forward them by team during the winter
he could do so from Hannopin at less cost than from Spring
Creek to Lafalle and thence to Joliet by the same mode of
conveyance. This I think is all that passed on the subject
to my recollection and I think that in delivering those goods
in Hannopin Capt Morse made the best disposition of them
at the time and under the circumstances he could have done

State of Illinois
Lafalle County

A. Johnston

Subscribed and sworn to

before me this 7th day of May 1851

James Stout J.P. (seal)

Filed May 8th 1851

J Lindley Clk

Henry Lowe
vs
Wm Mop

Lafalle Circuit Court
Action of Assumpsit

The defendant agrees that he will
admit on the trial of this cause that the goods wares
and Merchandise specified in declaration in this

Cases were at the time of the shipment of the same on the Steam Boat Avalanche and at the time the same were stored in Hennepin the property of said Plaintiff

Ottawa April 22nd 1851

A. H. Purple Esq. atty

I agree that I will make no objection to Examination of J. & E. H. Pulsifer on the grounds of interest of said Pulsifer in said Cause

Wm. Chamazero Esq. atty

Filed May 8th 1851

J. Lindley clk


And proved by Alexander Hitchcock that he was Clerk for Isaac Hardy at the time the goods were stored in Hennepin and that on application made to him as such Clerk he declined to receive said goods at any other point than as specified in the Bill of Lading and Plaintiff also proved that Defendant was the owner of said Steam Boat and the Defendant proved that the Avalanche after receipt of said goods proceeded on her trip and came within 5 miles of Lafalle and could not get them on account of ice that no other Boat came up the river beyond the point they came to in the fall of 1848 and that they stored said goods at Hennepin with a warehouseman Pulsifer and that they were in good order when stored.

The Defendant also proved that Adam Johnson was the Chief Clerk of Isaac Hardy.

And the said Circuit Judge did then and there give his Opinion and decide that a receipt of a part of the goods by the Plaintiff prior to their being damaged was a release

of the defendant's further liability as Common
Carrier and rendered judgment in favor of the
defendant to which opinion of said judge the
Plaintiff excepted and made motion for new trial
which was overruled by the said judge to
which decision the Plaintiff excepted and pray that
this his bill of exceptions may be signed and
sealed by the said Circuit judge which is done

Filed June 17th 1851
P Lindly clk

J. L. Dickey 
Cir judge

Know all men by these presents that we Hervey Lowe
and J A Matteson of Joliet in the County of Will
and State of Illinois are held and firmly bound unto
William J Moss of the same County and State
in the penal sum of One Hundred dollars Current
money of the United States for the payment of which
well and truly to be made we bind ourselves our heirs
Executors and administrators jointly severally and
jointly by these presents

Witness our hands and seals this 14th day
of June 1851

The Condition of the above
Obligation is such that whereas the said William
J. Moss did on the nineteenth day (19th) of May A.D.
1851 before the Circuit Court in and for the County
of LaSalle recover a judgment against the above
bounden Hervey Lowe for Costs from which judgment
of the said Circuit Court the said Hervey Lowe
has taken an appeal to the Supreme Court of the
said State.

Now therefore if the said
Hervey Lowe shall prosecute his appeal

with effect and shall pay whatsoever judgment
may be rendered by the Court on the trial or dismis-
sal of the said appeal in the said Supreme Court
then the above obligation to be void otherwise to remain
in full force and effect

Henry Low *ESQ*

Approved by me at my Office
this 16th day of June AD 1857
P Lindley *clerk*

J. A. Mallett *ESQ*

Filed June 16th 1857
P Lindley *clerk*

State of Illinois }
Salem County }
I, Philo Lindley, Clerk of the
Circuit Court in and for said County,
do hereby certify that the foregoing
is a true and complete exemplification
of all the pleadings together with all of the
orders of Court in the foregoing cause
as the same appear of records and
on file in my office

Wm. F. Anthony, Sheriff I have
herewith set my hand and
affixed the Seal of said Court at
my Office in Ottawa this 2^d
day of July AD 1857
W. F. Anthony, Clerk



La Salle
Henry. 1702
NY.

William S. Map

Transcript

Filed July 7. 1854.
L. Seland Clerk.

Due \$600

[1854-11]

~~William~~

Hervey Lowe

~~Plaintiff in error~~ appellant

and
William Smou

defendant in error appellee

In Sup Court 3^d Grand Division

And now comes the said plaintiff in error by Mr. Chermaseo his atty and says that in the records & proceedings and in the rendition of the judgment aforesaid there is manifest error to wit:

1st That said Circuit Court erred in ~~overruling the motion~~ deciding that the receipt of a portion of the goods shipped by him with deft. before the same were damaged by high water was a release of his liability as common carrier

2^d In rendering judgment in favor of deft in error.

Wherefore he prays that the said judgment may be set aside & reversed and that judgment may be rendered in this Court for the plaintiff in error

Mr. Chermaseo
Atty for plaintiff in error

And the said deft in error of Glover & Co. his atty comes says that in the books of Record & proceedings aforesaid there is no error & thus he prays being enjoined of by the Court Glover & Co.

H. Sawyer
Wm. Mess

all operations.

Filed July 7, 1854.
Leland C. Ch.

[The remainder of the page contains dense, illegible handwritten text, likely a ledger or account book, with multiple columns of entries.]