

8563

No. _____

Supreme Court of Illinois

Capp

vs.

Coleman

71641  7

John Coffey appellant

vs } appeal from Nabash

Daniel Coleman appellee

Filed Nov. 13. 1861.

A. Schmitt Clk

Paid — \$5.00

501327

Pleas and Pleadings in the Circuit Court
of Wabash County Illinois. Begun and held
in the cause wherein Daniel Coleman is
Plaintiff and John Coffey the writ:

State of Illinois } Wabash Circuit Court
Wabash County } September Term 1860

Daniel Coleman } Subpoena on the case on
vs } promises
John Coffey } Damages of \$200 }
The Clerk of the Wabash Circuit
Court will issue a summons in the above enti-
tled cause returnable according to law
July 21st 1860. Roberts & Bell
Plffs Attorney

State of Illinois } Wabash Circuit Court
Wabash County } September Term 1860

Daniel Coleman }
vs } Subpoena on the case on promises
John Coffey }
I do hereby enter myself securities
for costs in this cause, and acknowledge myself
bound to pay or cause to be paid all costs which may
accrue in this action either to the opposite party or to
any of the Officers of this Court in pursuance of the
laws of this State.

Dated this 21st day of July 1860 Roberts & Bell

State of Illinois Wabash County
Wabash Circuit Court.

September Term 1886

Naniel Coleman, the Plaintiff in this suit, complains of John Coffey the defendant in this suit being summoned &c of a plea of Trespass on the case on promises. For that whereas the said defendant herebefore to wit: on the ninth day of March 1887 at the County of Wabash and State of Illinois in consideration that the said Plaintiff at the special instance and request of the said defendant would relinquish and sell to said defendant all his rights, title and interest in a Land Warrant of the United States for one hundred and sixty acres of land, said Land Warrant numbered 17653 the rights or title to which said Land Warrant was then in the said Plaintiff, to the said Defendant, for the said defendant in and to and then and there faithfully promised the said Plaintiff to pay him the said Plaintiff for such relinquishment and sale, the sum of one hundred and five dollars.

And the said Plaintiff avers that he confiding in the said promise and undertaking of the said Defendant, and afterwards to wit: on the day and year last aforesaid, at the County and State aforesaid, duly relinquish and sell to the said defendant, all his rights, title and interest

in and to the said Land Warrant of the United States No. 17653 for one hundred and sixty acres of land as aforesaid, whereof the said defendant afterwards to wit: on the any and year last aforesaid, at the County and State aforesaid had notice. By means thereof and according to the tenor and effect of the said promises and undertakings, he the said defendant then and there became liable to pay to the said Plaintiff the said sum of One hundred and five dollars when he the said defendant should be thereunto afterwards requested. And being so liable he the said defendant in consideration thereof afterwards to wit: on the any and year last aforesaid at the County and State aforesaid, undertook and then and there faithfully promised the said Plaintiff to pay him the said sum of One hundred and five dollars according to the tenor and effect of the said promise and undertaking. And whereas the defendant on the 4th day of July 1865 at the County and State aforesaid was indebted to the Plaintiff in Two hundred dollars for money then and there lent by the Plaintiff to the defendant at his request. And in Two hundred dollars for money then and there paid by the Plaintiff for the use of the defendant at his request. And in Two hundred dollars for money

then and there received by the defendant for
the use of the Plaintiff.

And in Two hundred dollars for money found
to be due from the defendant to the Plaintiff on
an account then and there stated between them.

And whereas the defendant afterwards to-wit:
on the day and year last aforesaid at the County
and State aforesaid, in consideration of the
premises respectively, then and there promised
to pay the said several sums of money respect-
ively to the Plaintiff on request: Yet he hath
disregarded his promises and hath not paid
the said several sums of money nor either of
them, nor any part thereof. (although often re-
quested so to do) to the Plaintiff amount of
Two hundred dollars and thereupon he brings
suit &c

Robert D. Cole

Plaintiff Attorney

And Plaintiff herewith files his account upon
which this suit is instituted:

John Coffey.

H. Daniel Coleman

By

To Price of Land Granted Dec 1763 of the United States for 160 acres of land	\$ 115. 00
To Money lent &c	200 00
" Broking Paid &c	200 00
" Money received &c	200 00
" Money due on acct stated &c	200 00

(Summons)

State of Illinois Wabash County. ss.

The People of the State of Illinois to the Sheriff
of said County Greeting;

We command you that you summon John
Loeff, if he shall be found in your county, person-
ally to be and appear before the Circuit Court of
said County (Wabash County, on the first day of
the next term thereof, to be holden at the Court House
in Mount Carmel, in said Wabash County, on the
second Monday of September 1866 to answer unto
Daniel Coleman in a plea of Guilty on the case,
on promises to the contrary of the said Plaintiff,
as he says in the sum of Six Hundred dollars
And have you then and there this writ, with an
indentments thereon, in what manner you shall
have executed the same

Witness My hand & Seal of
our said Court and seal thereof,
at Mount Carmel aforesaid this
21st day of July A.D. 1866
Nathan P. Clark

on which is the following return to wit:

State of Illinois

Wabash County } I have duly served the within by reading
the same to the within named John Loeff, July 31st
1866 as I am therein commanded

J. N. Jacques Sheriff

18th Remembrance) that on the 13th day of September
A.D. 1861 being the 4th day of the September term of the
Circuit Court in and for the County of Wabash & State
of Illinois the following styled cause coming on to
be heard before the Hon Edwin Pucher Judge and
a Jury to Wit.

Daniel Coleman }
vs }
John Cofer } Appant.

At this day come the parties by their
Attorneys and the Plaintiff's Attorneys file a demurrer
to the 4th Plea of the defendant which demurrer is sus-
tained by the Court. And issues being joined by the
parties, a jury comes to wit: Thomas S. Deputy,
William Swain, Samuel S. Allen, Daniel O'Flynn, George
O. Letherland, Hiram Buchanan, George P. Dault,
James C. Ashford, Henry Brundage, William
Sturman, Robert Buchanan, and Alfred Putnam
twelve good and lawful men, who being duly elected
tried and sworn the truth to speak upon the issues
joined, upon their oaths say: "We the jury
find for the Plaintiff, and assess his damages
at the sum of One hundred and five dollars"

And afterwards to wit: On the 14th day of September
A.D. 1861. being the 5th day of said term of the
said circuit Court. viz.

Daniel Coleman
vs
John Coffey

vs
Apampsit

At this day comes the defendant by his Attorney's and moves the Court for a new trial and in arrest of Judgment herein, and the Court not being sufficiently advised takes time.

And afterwards to wit: On the 9th day of April 1861 being the 8th day of the April term of said Court.

Daniel Coleman
vs
John Coffey

vs
Apampsit

Now on this the Court being sufficiently advised. It is ordered by the Court that the Motion of defendant for a new trial made at the September term of this Court is overruled, and Judgment on verdict of Jury is affirmed therein.

It is therefore considered by the Court that the Plaintiff have and recover of the said defendant the said sum of one hundred and five dollars for his damages, together with his costs and charges herein and thereof have execution &c.

And afterwards to wit: On the 10th day of April

by said Plaintiff, who attempted to locate it
at the land office in Springfield, Illinois -
That afterwards said warrants was by the
General Land office returned to said Plaintiff
for re-assignment - That Plaintiff, who was
a resident of Indiana, forwarded the same to
Horiam, Dill of Mount Carmel and that while
in his possession and before any re-assignment
had been made, it was destroyed by fire -
That defendant who, before that time had mar-
ried, proposed to the agent of said Plaintiff to
buy his interest in said Warrant, and agreed
with said Plaintiff that if said Plaintiff would
execute a release of his interest in and to said
warrant he, said defendant, would pay to said
Plaintiff the sum of One hundred and five dol-
lars - That said Plaintiff accepted such pro-
position, and in accordance with such pro-
position, executed a release and had it acknowledged
before a Notary Public - and then forwarded it to
his agent in Mount Carmel according to the terms
of such agreement. That said agent presented
such release to said defendant and demanded
the money therefor, which defendant refused
to pay unless said agent would insure that he
could get a new warrant for the one de-
stroyed. This was all the evidence in
the cause. The Jury after deliberation re-

turned into costs. The following verdict.

"We the jury find for the Plaintiff and assess his damages at One hundred and fifty dollars."

Whereupon the defendant by his counsel (moved) the court for a new trial, which motion is overruled by the court, to which decision of the court in overruling such motion, the defendant by his counsel excepted. and prays that this his Bill of Exceptions may be signed and sealed by the court, which is done.

April 9th 1865

Edwin S. Peck, Clerk
Judge Circuit Court

Appral Bond

Know all men by these presents, that we, John Cook, and Lewis Schaefer Senr; of the County of Wabash and State of Illinois, are held and firmly bound unto Daniel Coleman of Shelbyville Indiana, 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 firmly by these presents, witness our hands and seals this 12th day of May AD 1865

The condition of the above obligation is such, that whereas, the said Daniel Coleman

did, on the ninth day of April A.D. 1861 in
the circuit court, in and for the county and state
aforesaid, recover a judgment against the above
bound John Coff, for the sum of one hundred
and five dollars damages, with costs of suit,
from which judgment of the said circuit court
the said John Coff has prayed for, and obtained
and appeal to the Supreme Court of said State.

Now if the said John Coff shall duly pro-
secute this said appeal with effect, and shall
moreover pay the amount of the judgment, costs,
interest and damages, remained and to be rendered
against him, in case the said judgment shall
be affirmed in the said Supreme Court, then
the above obligation to be void, otherwise to
remain in full force and virtue.

John Coff *Coff*

Lewis Shapiro *Shapiro*

Taken and entered into, before
me at my office in Mount Carmel
this 11th day of May A.D. 1861

A. H. Hudson Clerk

State of Illinois
Wabash County

I Richard B. Hudson Clerk of
the Circuit Court in and for the County of Wabash
and State of Illinois. do hereby certify that the
foregoing is a full and complete Transcript - (except
subpoenas for witnesses affidavits of witnesses &c.)
of the Record of our said Court in the cause of
Daniel Coleman vs. John Coffey as appears from
the Records and files of said Court.

In testimony whereof I have hereunto
set my hand and affixed the seal of
our said Court at Mount Carmel
this 1st day of October A.D. 1864.
R. B. Hudson Clerk

John Coffey } Appellant
vs } appeal from Wabash
Daniel Coleman } Appellee

And the appellant comes and for
error in this case assigns the following
1 That the Court erred in overruling the appellants
motion for a new trial

John Copps appellant

vs

3 Appeal from Webster

Daniel Robinson appellee

And the appellant comes and says there is manifest error in the above record and assigns for error 1 That the Court erred in sustaining the demurrer to the appellants 4th Plea 2 The Court erred in overruling the appellants motion for a new trial, for these and other errors appearing in said record the appellants a reversal of said judgment in said case

J. B. Brown

for appellant.

38

1861

Capp

my

lederman

App'l from Newark

Reverence for my friend -
at Court of Appeller

8563

Cent bill on page 477-