

11799

No. _____

Supreme Court of Illinois

Jones

vs.

Hobson

71641  7

United States of America
State of Illinois, Winnebago County }

Pleas before the Hon. Anson S. Miller,
Judge of the County Court of said County, at
a Term begun and held at the Court House in
the City of Rockford in said County of Winnebago
on Monday the 6th day of December in the year
of our Lord One Thousand Eight Hundred and Fifty
eight.

Present: The Hon. Anson S. Miller, Judge.
William Hulin, Clerk.
King H. Milliken, Sheriff.

Attest: William Hulin, Clerk.

Proccipe

In the matter of
William Jones

against

Edward Hobson

State of Illinois

Win. Co. Court, Dec.

Term A.D. 1858

Assumpsit

The Clerk of said Court will please issue a
Summons in the above cause returnable at the next
Term of said Court,

in Assumpsit Damages

\$500.00

L. J. Warner

Atty for

Plff

Endorsement of Praecipe

Win. Co. Court.

William Jones vs Edward Hobson.

Precp. Filed Nov. 19. 1858.

William Hulin, Clk.

L. F. Warner

Kurr

State of Illinois Winnebago
County Court, December Term 1858

William Jones

vs

Edward Hobson

William Jones the plaintiff
in the above entitled cause by L. F. Warner his
Attorney, complains of Edward Hobson the
Defendant herein who has been duly summoned
herein to answer the said plaintiff in a plea of
Apumpsit.

For that the said Defendant heretofore
to wit on the seventeenth day of November A.D.
1858, at said Winnebago County was indebted to
the said Plaintiff in the sum of five Hundred dollars
for work and labor care and diligence of the said
plaintiff by the said plaintiff before that time done
and performed in and about the business of the
said Defendant ^{and for the said Defendant} at his request, and being so indebted
to the said Defendant in consideration thereof after-
wards to wit on the day & year aforesaid at the place

aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the said plaintiff the said sum of money when ~~he~~ he should be thereunto afterwards requested, yet the said Defendant has never paid the same nor any part thereof though often requested so to do.

And whereas also afterwards to wit: on the day and year aforesaid at the place aforesaid in consideration that the said plaintiff at the like special instance and request of the said Defendant had before that time performed work & labor ~~at~~ in and about the business of the said Defendant, He the said Defendant then & there undertook and promised the said plaintiff to pay him so much money as he therefore reasonably deserved to have of the said Defendant when He the said Defendant should be thereunto afterwards requested.

And the said plaintiff avers that he therefor reasonably deserves to have of the said Defendant the further sum of five hundred dollars at said Winnebago County whereof the said Defendant afterwards to wit on the day & year aforesaid at the place aforesaid there had notice, ^{nevertheless the} said Defendant not regarding his said promises & undertakings has not as yet paid the said several sums of money or either or any part thereof to the plaintiff though often requested so to do but the said defendant to pay the same or any part, hath hitherto wholly failed & refused so to do, to the damage of the

said plaintiff in the sum of five hundred dollars
& therefor he brings suit &c

L. F. Warner, Atty for Plff

The Defendant will take notice that the
following is a copy of the account sued upon,
The Defendant To

Plaintiff Dr

To Work & Labor from July 1st 1852 to April
1st 1855. \$500.00. To Thirty four months work on
farm from July 1st 1852. at Eighteen Dollars per
man

500.00

To Work & Labor

500.00

Endorsement of Narr.

Win C. Court

William Jones

vs

Edward Hobson

Narr. Filed Nov. 19, 1858

Wm Huliv, Clk.

L. F. Warner

Summons State of Illinois
Winnebago County }^{ss}

The People of the State of Illinois to the
Sheriff of said County, Greeting: We Command
You that You Summon Edward Hobson if
he shall be found in your County, personally to be
and appear before the County Court of said County
of Winnebago, on the ^{first} day of the next term thereof

to be holden at the Court House in Rockford, in
said Winnebago County, on the first Monday
of December 1858 to answer unto William Jones
in a plea of Assumpsit to the damage of the said
plaintiff as he says in the sum of Five hundred
dollars.

And have you them and there this Writ, with
an endorsement thereon in what manner you shall
have executed the same.

Witness, William Huliv, Clerk of said
Court, and the seal thereof, at his office
(Seal) in the City of Rockford, in said Winnebago
County this Nineteenth day of November
A. D. 1858.

William Huliv, Clerk.

Endorsement of Summons

C. Docket N^o 1600, Page 250, Winnebago County Court
William Jones v Edward Hobson

State of Illinois, Winnebago County, Nov. 24th 1858

I duly served the within by reading the same to
the within named Defendant, Edward Hobson
as I am therein commanded. King H. Milliken
Sheriff. By John A. Davis, Deputy.

Fees

Service	\$.50
Moileage	40
Return	10
	<hr/>
	\$ 1.00

Warner, Attorney.

Plea

E. B. Hobson }
ads }
Wm Jones }

And the said defendant by J. L. Loop his attorney, comes and defends &c. and says that he did not undertake & promise in manner & form as the said plaintiff hath above thereof in his said declaration against him complained, and of this the said defendant puts himself upon the Country &c.

J. L. Loop
Atty for Deft.

Plaintiff doth like L. F. Warner for Plff.

Endorsement on Plea:

Hobson ad. Jones,
Plea.

Filed, Dec. 6, 1858.
Wm Huliv. clk.

J. L. Loop, for Deft.

And afterwards, to wit: on the 13th day of December, 1858, It being one of the days of the December Term of the said court, the following entry was made as appears of the Court record in said case, to wit:

No 121

William Jones

v

Edward Hobson

} Assumpsit

By agreement this cause is set for Wednesday next.

No 121

William Jones

agt

Edward Hoobson

} Apumpsit

And now come the parties by their Attornies, and the jury heretofore empannelled herein, and having heard the evidence and arguments of Counsel they retire under the charge of an officer to consider their verdict and the hour of adjournment having arrived, it is ordered by agreement of Counsel, that when they shall have agreed upon their verdict they may seal the same and separate and meet the Court at nine o'clock tomorrow morning.

And afterwards to wit: on the eighteenth day of December 1858. it being one of the days of the December Term of the said Court, the following entry was made as appears of the Court record in said Case, to wit:

No 121

William Jones

v

Edward Hobson

} Apumpsit

And now come the parties by their Attornies, and the jury heretofore empannelled in this cause, and thereupon the said jury say they cannot agree. And thereupon by consent of the parties, it is ordered

that said Jury be discharged from any further consideration of this cause, And it is further ordered that this cause stand continued.

And afterwards to wit: on the fifteenth day of March 1859. it being one of the days of the March Term of the said Court. the following entry was made as appears of the Court record in said case, to wit:

No 58

William Jones
agt } Assumpsit
Edward Hobson }

And now comes the said Defendant by his Attorney and on motion and affidavit, of Defendant, it is ordered that the Plaintiff, within thirty days, from the rising of the Court, file security for costs to the approval of the clerk and that this cause do stand continued.

And afterwards to wit: on the seventh day of June 1859. it being one of the days of the June Term of the said Court; the following entry was made as appears of the Court record in said case, to wit:

No 28

William Jones
agt } Assumpsit
Edward Hobson }

And now comes the

Plaintiff by his Attorney, and the Defendant, by his Attorney also comes, and issue being joined it is ordered that a jury come, and thereupon came a jury of twelve good and lawful men, who being duly empannelled, tried and sworn, well and truly to try the issue joined herein; and having heard the evidence until the hour of adjournment arrived, by agreement of the parties and being fully charged by the Court, leave is granted them to separate and meet the Court at the hour of nine o'clock tomorrow morning.

And afterwards to wit: on the eighth day of June 1859, it being one of the days of the June Term of the said Court, the following entry was made as appears of the Court record in said case, to wit:

No 28

William Jones

vs

Edward Hobson

} Assumpsit.

This day again come the said parties by their Attornies, and also come the Jurors empannelled and sworn to try this cause and having heard the evidence and arguments of Counsel until the hour of adjournment arrived, by agreement of the parties, and being fully charged by the Court, leave is granted them to separate and meet the Court at the hour of nine o'clock tomorrow morning.

And afterwards to wit: on the Ninth day of June 1859, it being one of the days of the June Term of the said Court, the following entry was made as appears of the Court record in said case, to wit:

No 28

William Jones

agt

Edward Hobson

} Assumpsit

This day again came the said parties, by their Attornies, and also came the jurors empannelled and sworn to try this cause, and having heard the evidence and arguments of Counsel they retire to consider of their verdict. And thereafter they returned into Court with the following Verdict, to wit: We the jury find the issue for the Plaintiff and assess his damages against the defendant at the sum of (\$275.00) Two Hundred and seventy five dollars and thereupon the Defendant by his Attorney moves for a new trial.

And afterwards to wit: on the fourteenth day of June 1859, it being one of the days of the June Term of the said Court the following affidavit was filed in said court, to wit: *

William Jones

agt

Edward B Hobson

} Winnebago County Court,
June, Term A.D. 1859

State of Illinois
Winnebago County } ss

Edward B. Hobson having been duly sworn says that he is the Defendant in the above entitled suit, That during the present term of said Court a trial was had in said Cause, and a judgment was given against this deponent for the sum of Two hundred and seventy five dollars, besides costs, That this deponents Counsel, has made a motion for a new trial in said Cause, That this deponents Counsel, has made a m. That if a new trial is granted by said Court in said Cause that on said new Trial this defendant expects to prove by the evidence of Patrick Murphy that the plaintiff has repeatedly told said Murphy that he had been paid for the two first years of labor performed by him and to recover, for which the above entitled suit was brought, That he did not know until after the trial of said cause that the Plaintiff had made such acknowledgments to said Patrick Murphy, That this deponent believes that if a new trial be granted him in this cause that he would be able by the evidence of said Patrick Murphy to reduce the judgment to a mere nominal sum, and perhaps defeat the action altogether.

Sworn and subscribed to before me the ^{E. B. Hobson}
14th day of June A. D. 1859. Wm Huliv, clk.

And afterwards to wit on the eighteenth day of June 1859, it being one of the days of the June Term of the said Court, the following entry was made, as appears of the Court record in said case, to wit:

No 28

William Jones
agt
Edward Hobson } Appumpit

This day again come the said parties by their Attornies, and the Court having heard and maturely considered the arguments of Counsel for and against the motion of said Defendant for a new trial in this case, and being fully advised thereon, overrules the said motion, to which ruling of the Court said Defendant excepts. And this Court doth certify and determine that all the Plaintiffs witnesses who were sworn and testified on the trial of this cause, were necessary to establish the claim of said Plaintiff against said Defendant herein, and it is ordered that said witnesses fees be taxed according to their affidavits of attendance and travel, filed at this term. It is therefore considered and ordered by the Court that the said Plaintiff have and recover of the said Defendant the sum of (\$275.00) Two hundred and seventy five dollars, the damages of said Plaintiff by the jury assessed in this case, and also his costs and charges herein

expended, and that ^{re} have execution therefor,
And thereupon the said defendant prays an
appeal to the Supreme Court of the State of
Illinois, which is allowed provided the said
Defendant within twenty days from the date
of the entering of this order file in the office
of the Clerk of this Court his appeal bond in
due form of law in the penal sum of (\$500.00.)
Five hundred dollars, signed and sealed by
said Edward Hobson as principal and by
another, to wit: by Henry Schoonmaker, as
security, who is hereby accepted and approved
as such, and within the same twenty days perfect
and file in said Clerk's office his said defendant's
bill of exceptions in due form &c., said Bill of
Exceptions to be duly settled by said time.

Know all men be these presents that we
Edward B. Hobson as principal and Henry Schoon-
maker as surety are held and firmly bound unto
William Jones in the penal sum of five hundred
dollars to the payment of which sum of Money well
and truly to be made we bind ourselves our and
each of our heirs Executor Administrators and
assigns jointly severally firmly by these presents
signed and sealed by us the 8th day of July A.D.
1859. The condition of the above obligation is
such that whereas in a certain cause depending
in the County Court in and for the County of

Winnebago and State of Illinois wherein the
above bounden Edward B. Hobson was defendant
and the above obligor William Jones was
Plaintiff a judgment was made and entered
by said County Court for the sum of two hund-
red and seventy five dollars besides costs,
and whereas the said Edward B. Hobson prayed
an appeal from the said judgment of the said
County Court to Supreme Court of the said
State of Illinois and the same was allowed to
him by the Hon. Anson S. Miller Judge of the
said County Court upon Condition that he should
enter into bond in the penal sum of five hundred
dollars with the said Henry Schommaker as
security, said bond to be conditioned according to
the statute in such case made and provided.

Now therefore the condition ^{of the above obligation} is such that if
said Edward B. Hobson shall duly prosecute his said
appeal and shall pay the judgment costs interest
and damages in case the said judgment shall be
affirmed then the above obligation shall be void
otherwise to remain in full force and virtue.

Signed Sealed and } E. B. Hobson (Seal)
Delivered in presence of } Henry Schommaker (Seal)
W. S. Goodhue

Approved
Anson S. Miller

July 8th 1859

[11799-2]

Winnebago Co. Court
William Jones
at
Edward Hobson
Transcript

11799

Miller & Anthony

1860

Tortford March 14

Wm. J. Simpson County
Officer

Enclosed
send a Transcript in
the Case of Jones v. Hester
Plus Dockets
As we find

Wm. J. Simpson
Atty for Jones