

No. 8798

# Supreme Court of Illinois

Francis Walter & C<sup>o</sup>.

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vs.

Wm. V. Stephenson, et al

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State of Missouri  
County of Jefferson

Shew  
The People of the State of  
Missouri, to the Sheriff of said County  
Greeting;

We command you to summon, William S. Stephenson,  
Dennis D. Pustow, Nathaniel N. Wilkerson, William  
N. Lynch, John S. Boggs, Augustus A. Tickney,  
Edward N. Ridgway, John Wilbanks, John R. Palmer  
and Richard C. Farrell, if to be found in your  
County, personally, to be & appear before the Circuit  
Court, of said County, on the first day of the next  
term thereof, to holden at the Court House in the  
Town of Mount Vernon, on the third Monday of  
September next to answer Daniel Francis, Robert  
Walton & William Johnston, in a plea of Trespass  
on the Case, as promised - and to their damage of  
\$400.00, as they allege - and hereof make  
return to our said Court as the law directs  
Witness John Wilbanks Clerk of our  
said Court & the Judicial Seal  
thereof, at Mt Vernon this 29<sup>th</sup> day  
of July A D 1852.

John Wilbanks Clk  
By J. J. Garner D.C.

State of Illinois }  
Jefferson County }  
September Term of the Jefferson  
Circuit Court AD 1852

David Francis, Robert R. Watton and William Johnson  
Trading & doing business under the name style and  
firm of Francis Watton & Co. Plaintiffs in this suit  
Complain of W<sup>m</sup> J. Stephenson, Finney D. Preston  
Martinell H. Wilkerson W<sup>m</sup> W. Lynch John S. Bogan  
Augustus A. Stickney Edward W. Ridgway John Wilbanks  
John R. Palmer & Rich<sup>d</sup> C. Jarrell Defendants in  
this of a Plea of Trespass on the Case or premises

For that whereas to wit on or about the 13<sup>th</sup> day of Sept<sup>r</sup>  
At St Louis to wit at the County of Jefferson & State  
of Illinois aforesaid, in consideration that the said  
Plaintiffs would sell & deliver to one M. L. S. Raymond  
on a Credit, all such Goods & Drugs, as he the s<sup>d</sup> Ray-  
mond should have occasion for & require of the s<sup>d</sup>  
Plaintiffs, they the s<sup>d</sup> Defendants undertook & then &  
faithfully Promised the s<sup>d</sup> Plaintiffs in words & figures  
as follows to wit At Vernon Jeff. Co. Ill<sup>o</sup> Sept. 1851

Messrs. Francis Watton & Co St Louis Mo.  
Gentlemen, we the undersigned Citizens of At Vernon  
Illinois having been for some time take Pleasure in  
Introducing him to you as an Upright persevering  
and Industrious Young Man, he wished to purchase  
drugs & Co of you & we can safely recommend him to your  
Favorable Consideration Notice & the s<sup>d</sup> Plaintiffs aver  
that they Confiding in the said Promise and  
Undertaking of the s<sup>d</sup> Defts. aforesaid at the City of  
St Louis to wit at the County of Jefferson & State of  
Illinois sell and deliver to the s<sup>d</sup> Raymond on  
Certain Credit then & there agreed upon between the s<sup>d</sup>  
Plaintiffs and the said Raymond Certain drugs and  
Medicines of great value, which the s<sup>d</sup> Raymond then  
and there had occasion for and required of the said

Plaintiffs in the way of the said Drugs ~~Warranted~~ for Certain reasonable Sums of Money amounting in the whole to a large Sum of Money to wit the sum of \$ 328, 37. and that although the said Credit, and the time for payment of the price of the said Drugs by the said Raymond to the D<sup>s</sup> Defts, hath long since expired yet the said Raymond hath not although often requested so to do at St Louis to wit at the County & State aforesaid by the said Defts. so to do hath not as yet paid to them the said Sum of \$ 328, 37. nor any part thereof but hath hitherto wholly neglected and refused refused so to do to wit at the County and Circuit aforesaid, of all which said premises the Defendants had due Notice, yet the D<sup>s</sup> Defts, not regarding their D<sup>s</sup> promises and undertaking but contriving and intending to deceive and defraud the D<sup>s</sup> plaintiffs in this behalf hath not as yet accounted to the said Plaintiffs, or paid the said sum of Money or any part thereof, for the said Drugs & Medicines or any part thereof altho often required so to do, and hath hitherto wholly neglected and refused and still neglects & refuses so to do and the said sum of \$ 328, 37 still remains wholly unpaid to the said plaintiffs, to wit at the County and State aforesaid

And for that afterwards to wit on the day & year last aforesaid at the County & State aforesaid the said Plaintiffs, <sup>at the</sup> like special Instance and request of the D<sup>s</sup> Defendants sold & delivered to the S<sup>r</sup> Michael L. S. Raymond Drugs & Medicines of Great Value to wit the Value of \$ 328, 37. in Consideration whereof the said Defts, on the day & year aforesaid undertook & then & there faithfully promised to pay the D<sup>s</sup> Plffs the D<sup>s</sup> sum of \$ 328, 37. - yet the Plffs, in fact say the D<sup>s</sup> Defts, not regarding their said Promises & undertaking

but contriving and Intending to deceive and defraud  
the D<sup>d</sup> Plaintiff in this he hath not as yet  
accounted to the sd D<sup>d</sup> Plffs or paid the sd sum of  
\$328,37. altho often requested so to do, nor has the said  
Defendants paid the sum - although often requested so to do  
and that the sd sum of \$328,37, still remains  
due and wholly unpaid at the County & State aforesaid.

And for that afterwards to wit, on the day  
and year last aforesaid at the City of St Louis  
to wit at the County & State aforesaid in consequence  
- tion that the D<sup>d</sup> Plffs at the like special Instance  
and request of the said D<sup>d</sup> Plffs. sell and deliver  
to the sd Michael, L. O. Raymond such Drugs &  
Medicines as he the sd Raymond in his business  
required They the D<sup>d</sup> Plffs then & there under-  
took & faithfully promised D<sup>d</sup> Plffs. to be account-  
- able to the sd Plaintiffs for whatever Drugs  
and Medicines they the D<sup>d</sup> Plaintiffs should sell &  
Deliver to the said Raymond as aforesaid. and  
the sd D<sup>d</sup> Plffs. aver, that they Confiding in the said  
Promise & undertaking of the D<sup>d</sup> Plffs. did  
after wards to wit. on the day & year last aforesaid  
sell and Deliver to the said Raymond on a credit  
of six months then & there agreed upon between  
the D<sup>d</sup> Plaintiffs and Raymond certain Drugs  
of great Value which he the sd Raymond then and  
there had occasion for & required of the D<sup>d</sup> Plaintiffs  
in the way of his Business as a Druggist. and for  
certain Reasonable sums of money amounting  
in the whole to a large sum of money to wit the  
sum of \$328,37 that altho the said Credit and  
and time for payment of the Price of said Drugs made  
by the said Raymond to the sd Plaintiffs -

hath long since elapsed yet the sd Raymond  
 hath not. although often requested so to do since  
 the same has been due & payable - as yet paid  
 the sd sum of \$324.37 - or any part thereof but hath  
 hitherto wholly failed neglected & refused to wit  
 at the County & State aforesaid of all which sd  
 said premises sd Dolffs had due notice yet  
 the said Defendants not regarding their sd promises  
 & undertakings but Contriving & undertaking to  
 deceive and defraud the said Dolffs in this behalf  
 hath not as yet accounted to the sd Dolffs - or paid  
 the said sum of money or any part thereof for  
 the said Drugs & medicines or any part thereof  
 altho they the sd Dolffs afterwards on or about  
 the first Day of April A D 1852 at the County &  
 State aforesaid was requested so to do by the  
 said Dolffs and hath hitherto wholly neglected and  
 refused - and still wholly neglects & refuses so to do  
 & the sd sum of \$324.37 - still remains wholly due  
 & unpaid to the said Plaintiffs as they say -

Wherefore the sd Dolffs say that they are injured  
 and have sustained Damages to the amt. of  
 \$400.00 Wherefore they sue &c.

R Fox Wingate  
 atty for Dolffs

David Francis &c

W. G. Stephenson

Etal Callaghan

William Thompson

Sept Term 1852

Filed September 6 1852

John W. Hancock

By J. B. Sumner &c

Filed 1852

Copy of Cost bond

David Francis Robert Walton and William Johnson -  
Trading and doing business under the name Style and  
firm of Francis Walton & Co

William J Stephenson James D Preston Kortum H W Johnson William  
Mc Lynch John P Boyan Augustus A Stebbins Edward Mc  
Ridgway John Melbanks John R Palmer and Richard G Jones

September term of the Jefferson  
Circuit Court A D 1852

Plev of Insuper on the Case  
on promises

I do hereby enter myself security for costs in the above Case, and  
bind myself to pay, or cause to be paid all costs that may accrue  
in this action either to the opposite parties, or any of the officers of  
this Court in pursuance of the laws of this State

Dated this 16<sup>th</sup> day of July A D 1852

N F Wingo Seal



State of Illinois }  
Jefferson County } ss

W. J. Stephenson et al.  
Francis <sup>at</sup> Walton Dco.

September Term of the  
Jefferson Circuit  
Court except  
Edward W. Ridgway

and said Defendants comes & defends  
the wrong & Injury when He and say that the <sup>sd</sup>  
Declaration and the matters therein contained in  
manner & form as the same are above stated are not  
sufficient for the said plaintiffs to maintain their  
action aforesaid against <sup>sd</sup> Defts. and that <sup>sd</sup> Defts  
are not bound to answer the same And this they are  
ready to verify Wherefore, by reason of the insufficiency  
of <sup>sd</sup> Declaration the <sup>sd</sup> Defts. pray judgment &  
that <sup>sd</sup> Defts may be barred from having this <sup>sd</sup>  
action against them &c.

Baugh & Green  
for Defts

Jernum  
Frances Stev-

or

Stephenson

Filed Sept 20<sup>th</sup>  
1852

John Wilbanks  
Clerk

Tuesday the 21<sup>st</sup> of Sept A.D. 1852

Francis Walton & Co.

as

William Stephenson & Co.

vs  
Account

And now on this day came the parties by their attorneys and the said defendants filed their demurrer to the plaintiffs declaration, whereupon the cause coming on to be heard, after argument of Counsel was submitted to the Court, and the Court being sufficiently advised in the premises, finds the law to be with the defendants, and that it is ordered and adjudged by the Court that the demurrer be sustained and that the said defendants have judgment for their costs and charges in this behalf expended & that they have execution therefor &c

Special December Term, Saturday 13<sup>th</sup> 1851.

The People

vs

Edward H. Ridgway

Gaming House

This day came the People by  
their Attorney, as well the defendant by his Attorney,  
and submitted this Cause by agreement, to the Court,  
Whereupon it is considered by the Court upon  
hearing the proofs, that the said defendant is guilty,  
in manner and form as charged in this Indictment.  
It is further considered by the Court that said People  
recover of said Defendant the sum of \$10 fine and the  
cost of this prosecution. Therefore by agreement of the  
Counsel for the People and the Defendant this Cause  
is taken to the Supreme Court.

State of Illinois  
County of Jefferson

I John Wilbanks Clerk of the  
Circuit Court, in & for the County & State  
aforesaid, do hereby certify, that the foregoing  
record, is a true & perfect copy of the papers  
filed in the Clerk's Office, of the Court aforesaid  
in a certain cause, wherein, Francis, Watton  
and Co" are Plaintiffs, and William J. Stephenson  
and others are Defendants.

In testimony whereof Witness  
John Wilbanks Clerk, of said  
Court, and the seal thereof  
at Office in Mount Vernon this  
23<sup>rd</sup> day of November  
A D 1852

John Wilbanks Clerk  
By J. R. Stone De

Francis Walter Esq  
Wm & Geo to  
& Messrs  
Wm & Stephen  
Esq

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Prepared

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