No. 11835

Supreme Court of Illinois

Hudson

vs.

Dickinson

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Lee County

William Hudson
vs
Charles M. Dickinson

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~~Lee County~~
~~Charles M. Dickinson~~
~~vs~~
~~William Hudson~~

State of Illinois }
Lee County ss. } Pleas before the Honorable Benjamin R. Sheldon judge of the Sixth Judicial Circuit in the State of Illinois at a term of said Circuit Court begun and held at Dixon in and for said Lee County upon the Second Monday ~~day~~ of September, A.D. one thousand Eight hundred and fifty.

Present the Honorable Benjamin R. Sheldon judge of said Circuit Court.
Charles T. Chase Clerk.

Be it Remembered that on Tuesday the Tenth day of September A.D. 1850 at the aforesaid Term of the ~~aforesaid~~ said Circuit Court the following proceedings and Order was entered on the records of said Court.

No 23 — Mc Dickinson vs William Hendson } Appeal

This day came the said plaintiff by Heaton his attorney (and the said defendant by Southwick his attorney) and by their agreement this Cause is submitted to the Court and the intervention of a jury waived and the Court after hearing the evidence find the issue for the plaintiff and assess the damage at the sum of Eighty Six dollars and seventeen cents therefore it is Considered by the Court that the said plaintiff have and recover of the said defendant the said sum of Eighty Six dollars and Seventeen cents his damages so as aforesaid assessed together with his costs by him about this suit expended and that he have execution therefor. Thereupon the said defendant by his said attorney entered his motion and prayed an

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appeal to the Supreme Court of the State of Illinois which said prayer is granted by the Court upon condition that the said defendant enter into bond conditioned as the law directs in the sum of Two hundred dollars with Johnson Maley as Security. said bond to be filed with the Clerk of the Court within Thirty days from this date

And now afterwards to wit; At the same Term of the said Lee County Circuit Court A.D. 1850 on the fourteenth day thereof came the said defendant the said William Hudson and filed in said Court in said Cause his bill of Exceptions to the judgment order and decisions of said Court in said Cause as aforesaid which bill of Exceptions is in the words and figures as follows to wit;

Charles McDickinson
vs
William Hudson } an Appeal of the September Term of the Lee County Circuit Court A.D. 1850

State of Illinois
Lee County } ss

Be it Remembered that on this Tenth day of September A.D. 1850 at the September Term of said Court this Cause came on to be tried and the intervention of a jury waived by said plaintiff and defendant and submitted to the Court. The plaintiff to support this action introduced in evidence the following Note which said Note is in the words and figures as follows to wit;

$113

On or before the first day of Oct next for Value Received we or either of us promise to pay

B F Bacon & Co one hundred and Twelve dollars with interest

Paw Paw Apr 18 1849

"David A Hudson"
"Mr Hudson "

We hereby assign to the bearer all our right title and interest to the above Note without recourse

Paw Paw April 5th 1850

~~Caleb McDickinson~~
Caleb M Robinson
A M Robinson

the following is a copy of said assignment on the back of said Note To wit

for value received we assign the within Note to Chales M Dickinson

B F Bacon & Co

To the introduction of which Note the defendants Counsel at the time of said introduction of said Note objected which objection was overruled by the Court & said Note introduced as evidence to which ruling of the Court the defendants Counsel excepted. The defendant then proved by one Whaley and others that said William Hudson and David A Hudson the makers of said Note were at the date of the execution of said Note partners and members of said firm of B F Bacon & Co and that said firm was composed at the time of the execution of said Note of Eight different persons. The defendant then proved by one David A Town that the said Note upon which this suit was brought was transferred to the said plaintiff Dickinson after the same was due. The defendants then proved by the testimony of witnesses that some time after the date of the execution of said Note a part of the partnership accounts between the different members of said firm of B F Bacon & Co remained unsettled

The defendant then

introduced the following receipt in full of Hendrson interest in said Note (which said receipt after diligent search cannot be found ~~in the~~ among the papers in said cause or in the said Office of the Lee County Circuit County ~~Clerks~~ office) The defendant then proved by Daniel Pine that said firm of B & Bacon & Co was dissolved at the time of giving said Note and that the same was given for partnership property consisting of a Horse Saw Mill the running of which was the business of said partnership purchased by said David A and William Hendson from said B & Bacon & Co on the closing of the business of said partnership

The Court after hearing the evidence as aforesaid which was all the evidence offered in said cause rendered a judgment in favor of plaintiff against said defendant William Hendson for the amount of said Note and interest thereon amounting to Eighty six dollars and Seventeen Cents damages and costs of suit to the rendering of ~~which~~ said judgment and all of the ruling and decisions of said Court the defendant excepted and prays that this his bill of exceptions may be signed and sealed which is accordingly done

"Benjamin R Sheldon" Seal

The said defendant the said William Hendron afterwards to wit on the fifth day of october A.D. one thousand Eight hundred and fifty in pursuance of the said order of the said circuit court filed in the office of the clerk of the said Lee County circuit court his said appeal bond which sods in the words and figures following to wit

"Know all men by these Presents that we William Hendron and Johnson Whaley are held and firmly bound unto L. M. Dickenson in the penal sum of two hundred dollars lawful money of the United States for the payment of which well and truly to be made unto the said Dickenson his heirs Executors administrators and assigns we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents;

Witness our hands and seals this fourth day of october A.D. 1850.

The condition of the above obligation is such that whereas the said L. M. Dickenson on the tenth day of september A.D. 1850 at the september term of the Lee County circuit court State of Illinois in a certain cause then pending in said court wherein L. M. Dickenson was plaintiff and said

William Hudson was defendant and recover a judgment against the said William Hudson by the order and judgment of said Court for the sum of Eighty Six dollars and seventeen cents his damages and costs of suit thereon from which said judgment the said William Hudson has prayed an appeal to the Supreme Court of said State of Illinois which prayer was granted by the said Circuit Court Now if the said William Hudson shall well and truly pay the judgment costs interest and damages which may be ordered rendered or decreed by the said Supreme Court in case the judgment of the said Circuit Court shall be affirmed and shall well and truly prosecute his said appeal to the said Supreme Court with effect and shall pay whatever judgment the said Supreme Court may render upon the dismissal or trial of said appeal then this obligation to be void otherwise to remain in full force and effect

In presence of
Dwight Foster

William Hudson Seal

Johnson Whaley Seal

State of Illinois
Sangamon Co

I Charles T Chase Clerk of the Circuit Court of Sangamon County State of Illinois do hereby certify that the foregoing Record Judgment and order of said Court is a true and correct

Copy of the records and proceedings of the said Cause wherein ~~L M Dickinson~~ ~~Chas~~ L. M. Dickinson was Plaintiff and William Hudson was Defendant and that the foregoing bill of exceptions and appeal bond are true and correct copies duly filed at the time herein before set forth in my said office and that the foregoing Transcript is a full true and perfect copy of the record and proceedings in said Cause.

Witness Charles D. Chase ~~and the seal thereof~~ Clerk of said Court and the seal thereof at Dixon this Tenth day of June in the year of our Lord one thousand Eight hundred and Fifty one

Charles D Chase Clerk

By N. Porter Depty

fees of this Transcript & Seal on file $3.75

Lee

C. M. Dickinson

vs

William Houston

Transcript

Filed June 11. 1857.

L. Leland Clk

William Henderson
vs
Charles M Dickinson

Appeal from Lee

And now comes the said appellant by Glover & Cook his attys and says that in the record and proceedings aforesaid there is manifest error in this to wit

1st The court erred in admitting the note in said record mentioned in evidence

2 The court erred in finding the issue for the plaintiff

3d The court erred in the assessment of damages

4th The court erred in rendering the Judgment aforesaid in manner & form aforesaid

for which errors ~~and~~ others in said record manifest said appellant prays that said Judgment be reversed

Glover & Cook
for appellants

And said appellee by T. L. Dickey says there is no such ~~error~~ is found in ~~said~~ record as appellant alleges

Dickey for appellee

[1885?]

Hudson vs Dickinson

Record & Evid

Filed June 24th 1857

L. Leland Clk.

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