No. 11919

Supreme Court of Illinois

Eaton

vs.

Fullett

71641 7

37
Henry Eaton
v.
Jonathan S. Fullett

11919

1850

Refused
E.T.

State of Illinois
Sixth Judicial Circuit
Jo Daviess County } ss

Pleas in the circuit court begun and held within and for the County of Jo Daviess aforesaid on the 2nd Monday of March A D 1849 before the Hon Benjamin R Sheldon presiding Judge of said court

Jonathan S Fullett } Plaintiff
vs
Anson Rudsill and Henry Eaton } Defendant

Be it Remembered that heretofore to Wit on the 5th Day of ~~January A D 1848~~ September A D 1848 the Plaintiff by his attorney filed in the office of the Clerk of the circuit court in and for said County his Precipe and Bond for costs in the words and figures following to Wit

Jonathan S Fullett
vs
Anson Rudsill & Henry Eaton late partners under the name and style of Rudsill & Eaton } In the Cir Court Oct Term 1848

Debt $307.00
Damages 500.00

The Clerk will issue a Summons against the Defendants returnable to next term

M J Johnson
atty for Deft

Endorsed filed 5th Sept 1848
Wm H Brady Clerk

[11979-II]

Bond for Costs

State of Illinois
Jo Daviess County } Set

In the Jo Daviess County Circuit Court

Jonathan S Fullett Plaintiff
vs } In Debt
Russell & Eaton Defendants

I do hereby enter myself security 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 at Galena this 31st day of August A D 1848

Thos S Parks (Ls)

approved Wm H Bradley Clerk Jo Daviess County Circuit Court

Endorsed filed Sept 5th 1848
Wm H Bradley Clerk

and afterwards afterwards to Wit on the 5th Day of September A D 1848 a writ of Summons issued out of the Clerks Office of said Circuit Court against the said defendants, which said writ is in the words and figures following to Wit

State of Illinois
Jo Daviess County } Set

The People of the State of Illinois
To the Sheriff of the County of Jo Daviess Greeting
We command you to summon Aaron Russell and Henry Eaton late partners under the Name

and Style of Russell & Eaton to appear before the Circuit Court of Jo Daviess County at the next term to be holden at Galena on the first Monday of October next to answer Jonathan S Fullett in a Plea of Debt for One hundred & Seven dollars Damages Five hundred dollars And have you then there this Writ

Seal

Witness Wm H Bradley Clerk of the Circuit Court of Jo Daviess County at Galena Illinois this 5th day of September A D 1848
Attest Wm H Bradley Clerk

Which said writ was returned by the said Sheriff into the said Clerks Office, with an Endorsement thereon in the words & figures following to Wit Executed the within writ by reading to Henry Eaton this 2nd Day of October A D 1848 The within named Anson Russell not found in my County Returned Oct 2nd 1848
M B Pierce Shff

And afterwards to Wit on the 5th Day of September A D 1848 the Plaintiff by his Attorney filed in the office of the said Clerk of the Circuit Court his declaration against the Defendants aforesaid which declaration is in the words and figures following to Wit

[11917-2]

State of Illinois } Of the October Term of the
Ss Daviess County } Ss Daviess County Circuit Court
A.D. 1848

Jonathan S Fullett by his attorney M G Johnson Complains of auson Rudsell and Henry Eaton late partners doing business under the name and style of Rudsell & Eaton in a plea of Debt that they render unto the said Plaintiff the sum of Three Hundred and seven dollars which they owe and unjustly detain from said Plaintiff.

1st Count For that whereas the said auson Rudsell and Henry Eaton by the name and style of Rudsell & Eaton made their certain promissory note in writing on the 14th day of December A.D. 1839 at Prairie Du Cheine (To wit at the County and Circuit aforesaid) and then and there delivered the same to the said Jonathan S. Fullett the Plaintiff herein and thereby undertook and bound themselves to pay unto the said Jonathan S. Fullett or order on or before the first day of September then next following after the date thereof, the sum of One Hundred dollars payable in shingles at five dollars per thousand to be delivered at Prairie Du Cheine for value received which, ~~payment~~ period has long since elapsed yet the sayd defendants or either of them hath not paid in shingles or money at Prairie Du Cheine the said sum of money or either or any part thereof neither hath they or either of them paid the ~~sum~~ same in shingles at five dollars per thousand or otherwise or any part thereof, neither hath they or either of them delivered at Prairie Du Cheine any shingles or payment of said promissory note or any part thereof on or before the first day of September

X

[11919-3]

after the date thereof, But so to do hath wholly failed and refused and neglected To the great damage and injury of the said Plaintiff of Five hundred dollars & therefore he sues &c

2nd Count

And whereas also the said Anson Rudsell and Henry Eaton by the nam and style of Rudsell & Eaton made their certain othes promissory note in writing on the 14th day of December ~~last~~ A.D. 1839 at Prairie du Chaien (To wit at the County & Circuit aforesaid) the date whereof is the day and year aforesaid (and now here show to the Court) and then and there delivered the same to the said Jonathan S. Fullett the Plaintiff herein and thereby undertook and bound themselves to pay to the said Jonathan S. Fullett or order on or before the first day of September then next following after the date thereof, the sum of One Hundred dollars payable in Shingles at five dollars per thousand to be delivered at Prairie du Chien for value received which period has long since elapsed Yet the said defendants or either of them hath not paid in Shingles or money at Prairie du Chien the said sum of money or either or any part thereof unto the said Plaintiff, neither hath they or ~~either of them~~ paid the same in shingles or otherwise at five dollars per thousand or any part thereof, neither hath they or either of them delivered at Prairie du Chien any Shingles in payment of said promissory wold on or before the first day of September ~~the~~ or at any other time after the date thereof, But so to do hath wholly failed and refused and neglected to the great damage of said Plaintiff to wit to the damage

of Five Hundred dollars and therefore he sues &c

M. J. Johnson
Plffs Atty

3

"Copy of notes sued on"

On or before the first of september we promise to pay Jonathan S. Fullett or order one hundred dollars payable in shingles at five dollars per thousand to be delivered at Prairie du Chien for value Recd Prairie Du Chien Decr 14th 1839 Rudsell & Eaton.

"On or before the first of September next we promise to pay Jonathan S Fullett or order one Hundred dollars payable in shingles at five dollars per thousand to be delivered at Prairie Du Chien for value Recd Prairie Du Chien Decr 14th 1839

Rudsell & Eaton

3rd Count Whereas also the said defendants at Prairie du Chien to wit at the County & Circuit aforesaid was indebted to the said plaintiff in the full sum of Five Hundred dollars for the work and labor, care and diligence of the said plaintiff, by the said Plaintiff, before that time done, performed, and bestowed, in and about the business of the said defendants, for the said defendants, and at their special instance and request, and also in the further sum of Five Hundred dollars, like lawful money for divers goods, wares, and merchandize, by the said plaintiff, before that time sold and delivered to the said defendants, and at their special instance and request, and also in the further sum of Five hundred dollars like lawful money for other money by the said defendants, before that time had and received, to and for the use of the said plaintiff, and also in the further sum of Five Hundred dollars like lawful money for interest for the forbearance by the said plaintiff, at the defendants request, of monies due and owing from the

[11919-4]

defendants to the plaintiff, and also in the further sum of Five Hundred dollars like lawful money for money then and there found to be due from the defendants to the plaintiff, on an account stated between them, and being so indebted they the said defendants, in consideration thereof, afterwards, to-wit, on the day and year aforesaid, at the County & Circuit aforesaid, undertook, and then and there faithfully bound themselves to the said plaintiff, to pay him, the said several sums of money in this count mentioned, when they the said defendants should be thereunto afterwards requested. Nevertheless, the said defendants not regarding their said several agreements and undertakings, but contriving and fraudulently intending craftily and subtly to deceive and defraud the said plaintiff, in this behalf have not as yet paid the said several sums of money or any or either of them, or any part thereof to the said plaintiff or unto any person for him.
but the said defendants to pay him the same have hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said plaintiff of Five Hundred Dollars and therefore he brings suit &c

M J. Johnson
Attorney to Plaintiff

Jonathan S Fullett
auson vs
Rudsell &
Henry Eaton late partners
under the name and style
of Rudsell & Eaton

In the Cir Court
Oct Term 1848
Debt $307.00
Damages $500.00

The clerk will issue a Summons against the defendants returnable to next term
M J Johnson atty for Plff
Summons filed 5th Sept A D 1848 Wm N Mosby clerk

and afterwards to Wit on the 13th Day of March A D 1849 in the March term A D 1849 of said Circuit Court in the record of the proceedings thereof in said cause is the following entry to Wit

Jonathan S Fullett
vs
Henry Eaton Impleaded with Anson Randall } Debt

Now at this day came the parties by their attorneys and the defendants attorney moves the court on an agreed Statement of facts to Dismiss this Case, which motion after argument of Counsel is overruled by the Court, to which ruling of the court the defendant by his attorney excepts and on Motion of the Plaintiff by his attorney the defendant is ruled by the court to plead to Plaintiffs Declaration

and afterwards to Wit on the same day to Wit on the 13th Day of March A D 1849 as yet of the March term A D 1849 of said Court, the defendant by his attorney files the following Exceptions which were allowed by the court to Wit

Jonathan S Fullett
vs
Henry Eaton impleaded } March Term A D 1849

Be it remembered in this cause that on this day a question was submitted to the court upon the following agreed Statement of facts

[11919-5]

Jonathan S Fullett
vs
Henry Eaton Impleaded &c

In the circuit court
March term 1849

It is agreed in this case between the parties that the summons was duly issued and placed in the Sheriffs hands on the 5th day of September 1848 and made returnable on the 2d day of October 1848, that the Sheriff on Saturday the 30th day of Sept aforesaid, not having served said precep, but preparatory to returning the same on monday (the return day thereof) made this endorsement on the writ "The within named Amos Rudsell & Henry Eaton not found in my County, returned this 2d day of October /48 M Blair Sheriff" and on Monday morning the return day thereof handed the same to the clerk in court & laid it on his desk thereby intending to return the same, In a short time after the Plaintiffs atty asked the Sheriff if he had executed the process on Eaton, being answered he had not, the atty directed the Sheriff where he might be found and wished him to go and serve the writ on him. The atty then picked up the writ from the clerks table and handed it to the Sheriff who erased the return made on Saturday and proceeded immediately to execute the same and return it as endorsed

M Y Johnson Plffs atty
J Drummond for deft Eaton

It is agreed in the foregoing statement of facts if the court shall be of opinion that precep has been legally served on the deft, that he shall be ruled to plead, if on the other hand the court shall be of opinion that precep has not been legally served that the suit is to be dismissed at Plffs costs, either party to have the right to except

Drummond for Eaton
M Y Johnson atty for Plffs

and upon the foregoing statement of facts and agreement the Court decided that process had been legally served on the Defendant Eaton and rules the deft to plead to which opinion and decision of the Court, the defendant by his Counsel at the time said opinion and decision were given excepted and prayed that his exceptions might be allowed \ }

Exceptions allowed under the hand & seal of the Judge this 13th day of March A D 1849

Benj R Sheldon (Seal)

Endorsed filed March 13th 1849
Wm H Bradley Clerk

And afterwards to Wit on the 14th Day of March A D 1849 as part of the March term A D 1849 of said Court in the record of the proceedings thereof in said Case: the following entry to Wit:

Jonathan J Fullett
vs
Henry Eaton Impleaded with Ansin Russell } Debt

The Defendant by his attorney comes and files his Pleas.

Said Pleas are in the words & figures following to Wit

Jonathan J Fullett
vs
Eaton impleaded &c } March T 1849

And the said defendant comes

[11919-6]

& defends &c as to the first and second counts of the said declaration and says that the said instruments in writing that are mentioned in the 1st & 2nd counts and are called by the plaintiff promissory notes, were executed and made by the said defendant each of them in the then Territory of Wisconsin at Prairie du chien in said Territory in the 14th day of December A D 1839 by the said defendant and the said Rudell, and that by the laws of Wisconsin in force at the time of the making of the said instruments in writing no promissory note could by the laws thereof be made, except for the payment of debts of lawful money of the United States and that by the laws of said territory in force at the time of the making of the said instruments in writing the same were not promissory notes, and this he is ready to verify wherefore he prays judgment.

Drummond for deft

Now for plea to the said plaintiffs declaration the said defendants comes & defends &c and says that he does not owe the said sums of money in the said counts mentioned in any of them or any part thereof in manner & form as the said plaintiff has alleged against the said defendants and this he prays may be inquired of by the country &c

Drummond
for Deft

And the Pltff doth the like
M G Johnson
Pltff atty

Endorsed Filed 14th March 1849
Wm H Brooks Clk

and afterwards to Wit on the 15th day of March A D 1849 as yet of the March term A D 1849 of the said Court in the record of the proceedings thereof in said cause is the following Entry to Wit

Jonathan S Hallett
vs
Henry Eaton Impleaded with Anson Russell } Debt

The Defendant by his attorney moves the Court for leave to file additional pleas

And afterwards to Wit on the same day to Wit on the 15th Day of March A D 1849 as yet of the March term A D 1849 of said Court in the record of the proceedings thereof in said cause is the following entry to Wit

Jonathan S Hallett
vs
Henry Eaton Impleaded with Anson Russell } Debt

The Plaintiff by his attorney comes and files his replication to the defendants first plea

Said Replication is in the words and figures following to Wit

Jonathan S Hallett
vs
Henry Eaton Impl'd &c } In the Circuit Court March Term 1849

And the said Plaintiff for replication to the defendants first plea by him pleaded says *precludes non* because he says the

Said promissory notes declared on are for the payment absolutely of lawful money of the United States — and all that part of said promissory notes to Wit "in shinplas at five dollars per thousand to be delivered" relates exclusively to the mode of Payment, and by the laws of the ~~State~~ Territory of Wisconsin in force at the time of making said instruments in writing the same were promissory notes &c and of this he puts himself on the Country &c

M Y Johnson
Pltffs atty

Endorsed filed March 15th 1849
Wm H Bradley clerk

And afterwards to Wit on the 16th Day of March A.D. 1849 at Jst of the March term A.D. 1849 of said Court in the record of the proceedings thereof in said cause is the following entry to Wit

Jonathan J Hallett
vs
Henry Eaton Impleaded with Anson Rudsell } Debt

Now come on to be heard the Motion of the Defendant heretofore filed for leave to file additional Pleas, which Motion after argument is sustained by the court and leave granted to the Defendant to file additional Pleas which is accordingly done instanter

The said additional Pleas are in the words and figures following to Wit"

3d Plea, And for a further plea in this behalf to the 1st & 2d Counts of the Said Declaration the Said defendant says that the Said plaintiff ought not to maintain his action upon the Said Counts, because he Says that the Said Several supposed causes of action in Said Counts mentioned did not accrue any or either of them at any time within five years before the Commencement of this Suit in manner & form as is alleged and this he is ready to verify &c

Withdrawn 30th May 1849

4th Plea And for a further plea in this behalf to the 3rd Count of the Said Declaration the Said Defendant Says that the Said plaintiff ought not to Maintain his action upon Said Count because he Says that the Said Several supposed Causes of action in Said Count mentioned did not accrue any or either of them, at any time within five years before the Commencement of this Suit in manner & form as is alleged & this he is ready to verify &c

Withdrawn 30th May 1849

Drummond for Eaton

Entered filed March 16th 1849
Wm H Bradley Clk

And on the Same day to Wit on the 16th March 1849 the Plaintiff by his attorney comes and files his Demurrer to the 3rd & 4th Pleas of the Defendant in the words and figures following to Wit:

Hallett
vs
Eaton Defd

Circuit Court March Term 1849

And the Said Plaintiff comes and defends &c, and Says that the Said third & fourth pleas by the Said defendant pled in this

[11919-B]

Cause are not sufficient in law - and he is not bound to answer the Same, and for special cause of Demurrer shows to the Court the following

1st Because said pleas purport to be pleas of limitation and aver five years instead of Sixteen as required by the Statute &c and that said pleas are informal insufficient and defective

M G Johnson
Atty Pltff

Joinder in Demurrer

Drummond
for Deft

Filed and filed 16th March 1849
Wm H Bradley Clk

And afterwards to Wit on the 19th March 1849 as yet at the March term a D 1849 of said Court in the record of the proceedings thereof in said cause is the following entry to Wit"

Jonathan S Fallett
vs
Henry Eaton Impleaded
with Anson Rudsell
} Debt

Now came on to be heard the Demurrer of the Plaintiff heretofore filed to the 3rd & 4th Pleas of the Defendant, which after argument is taken under advisement by the court

And afterwards to Wit on the 24th March 1849 as yet at the March term a D 1849 of said Court in the record of the proceedings thereof in said cause is the following entry to Wit"

Jonathan J Hallett
vs
Henry Eaton Impleaded
with Anson Randall } Debt

Now at this day came on to be heard the Demurrer of the Plaintiff heretofore filed to the third and fourth pleas of the Defendant which is sustained by the Court & by agreement of the parties by their attorneys It is ordered by the Court that the Cause be continued until the next term of the Court with leave to the Plaintiff to amend his declaration

[11919-9]

And afterwards to Wit on the 18th Day of April AD 1849 the Plaintiff by his attorney filed two additional Counts in his Declaration against the Defendant in the words and figures following to Wit:

~~The Clerk will issue a summons against the defendants returnable to next term~~

~~M. Johnson~~
~~Atty for Pltff~~

~~Ordered filed this the 5th day of September~~
~~A.D. 1848~~
~~W. C. Bradley Clerk~~

Additional Counts filed by leave of Court

Fullett
vs debt damages $500
Eaton unp.d &c For that whereas the said
Lauson Rudsell and Henry Eaton by
the name and style of Rudsell & Eaton made
their certain instrument in writing (which is here
shown to the Court) dated on the 14th day of December
A.D 1839 at Prairie du Chien, To wit at the County
and Circuit aforesaid, and there and then deliv-
ered the same to the said Jonathan S Fullett
the plaintiff herein and thereby agreed and bound
themselves to pay unto the said Jonathan S Fullett
or order for value received on or before the first day
of September there next following after the date
thereof the sum of one hundred dollars payable
in shingles at five dollars per thousand to be deli-
vered at Prairie du Chein for value received which
period has long since elapsed yet the said defen-
dants or either of them have not paid in shingles
at Prairie du Chein the said sum of money or
either or any part thereof neither hath they or either
of them paid the same in shingles at five dollars
per thousand or otherwise or any part thereof nei-
ther hath they or either of them delivered any shin-
gles at Prairie du Chein in payment of said

[11919-9]

instrument in writing aforesaid or any part thereof on or before the first day of September after the date thereof or at any other time But so to do hath wholly failed and refused and neglected To the great damage and injury of the Plaintiff &c

And also For that whereas the said Anson Rudsell and Henry Eaton by the name and style of Rudsell & Eaton made their certain instrument in writing (which is here shown to the Court) dated on the 14th day of December A.D. 1839 at Prairie du Chein To wit at the County & Circuit aforesaid and there and then delivered the same to the said Jonathan T Fullett the Plaintiff herein and thereby agreed and bound themselves to pay unto the said Jonathan T Fullett or order for value received on or before the first day of September then next following after the date thereof the sum of one hundred dollars payable in shingles at five dollares per thousand to be delivered at Prairie du Chein for value received which period has long since elapsed yet the said defendants or either of them hath not paid in shingles at Prairie du Chein the said sum of money or either or any part thereof neither hath they or either of them paid the sum in shingles at five dollars per thousand or otherwise or any part thereof neither hath they or either of them delivered any shingles at Prairie du Chain in payment of said instrument sued on or any part thereof before or on the said first day of September after the date thereof ~~failed and refused and neglected To the great damage and injury of the said Plaintiff &c~~ or at any other time, But so to do hath wholly failed refused and neglected

to the great damage and injury of said Plff
of five hundred dollars and therefore he sues &c

M J Robinson
Plffs atty

Copy of instrument sued on

On or before the first of September next we
promise to pay Jonathan S Fullett or order
one hundred dollars payable in Shingles at
five Dollars per thousand to be delivered at Rapids
Du chein for value rec'd

Rudolph & Eaton

Rapids du chein Oct 14th 1839

On or before the first of September next we
promise to pay Jonathan S Fullett or order
One hundred dollars payable in Shingles
at five Dollars per thousand to be delivered
at Rapids du chein for value rec'd

Rudolph & Eaton

Rapids du chein Oct 14th 1839

Endorsed filed
April 13th 1849
Wm H Bradley clerk

And afterwards to wit on the 30th Day of May
AD 1849 at the May term AD 1849 of said
Court in the Record of the proceedings thereof in
said Cause is the following entry to wit:

Jonathan J Fullett
vs
Henry Eaton Impleaded
with Anson Russell } Debt

On motion of the Plaintiffs atty leave is granted him by the Court to withdraw the 2 additional Counts in his declaration and the Defendant by his attorney on leave of the Court withdraws his 2 pleas to the 2 said additional Counts & moves the Court for leave to file 2 additional Pleas

And afterwards to Wit on the 31st Day of May A D 1849 as yet of the May term A D 1849 of said Court in the Record of the proceedings thereof in said Cause is the following entry to Wit:

Jonathan J Fullett
vs
Henry Eaton Impleaded
with Anson Russell } Debt

The Court having fully considered and being fully advised upon the Motion of the Defendant by his attorney filed for leave to file two additional pleas sustains the Motion and grants leave to the Defendant to file said additional pleas, one for failure of Consideration and one no Consideration

to the great damage and injury of said Pltff of
five hundred dollars and therefore he sues &c
M J Johnson
Pltff atty

Copy of instrument sued on
On or before the first of September next we promise to
pay Jonathan S Fullett or order One hundred dollars
payable in Shingles at five dollars per thousand to be
delivered at Rhum Dr chem for value rec'd
Rhum Dr. chem Dec 14th 1839 Rudsell & Eaton

On or before the first of September next we promise
to pay Jonathan S. Fullett or order one hundred dollars
payable in Shingles at five dollars per thousand to
be delivered at Rhum Dr Chem for value received
Rhum Dr chem Dec 14th 1839 Rudsell & Eaton

Filed April 15th 1849
B. W. Bradley Clerk

and afterwards to wit on the 31st Day of May 1849
the Deft Eaton by his atty comes and files his 2 additional plea
to the ~~declaration~~ declaration of the Plaintiff as follows to wit

Jonathan S Fullett, pltff
vs
Henry Eaton impleaded
& with Rudsell defts
Cicuit Court
May Term
A D 1849

1st additional Plea

And the said Defendant comes
and defends ~~the wrong~~ &c and for a further plea
says that the said instrument of writing upon which
the suit is brought and described in the said declaration
was given without any good or valuable consideration
and that the said plaintiff ought not to maintain

the said action for the reason aforesaid, and this he is ready to verify, wherefore the said defendant prays Judgment &c

And for a further plea in this behalf the said defendant says (actio non) because he says that the said instruments of writing described in the said declaration, were given under the following circumstances, at the time the said instruments were given the said plaintiff represented himself as the owner and proprietor of a certain Machine called Parsons upright vibrating Shingle Machine and to the patent right thereon, and before the said instruments were executed further represented that the said Machine was suitable for making Shingles and further stated that the said Machine would work well and was of great value in the making of Shingles. And the said plaintiff did then and there to wit at Beaver dam to wit at Beaver Dam County Illinois on the 14th day of December A.D. 1839 propose to sell to the said defendants the said Machine and the right to use the same in the then territory of Wisconsin, and the said defendants then and there relying upon the said representations and believing the same did purchase of the said plaintiff the said Machine and delivered to the said plaintiff the said instruments of writing. And the said defendant avers that in truth and in fact the said plaintiff was not the owner or proprietor of the said Machine nor of the patent right to the same and had no interest whatever in the same, and had no right to sell the same. And the Defendant further avers that the said Machine was not suitable for making Shingles, and did not work well and was of no value whatsoever in the making of Shingles, or otherwise however. And the said defendant says that there was no other or different consideration for

the execution & delivery of the Said Instrument in writing, and this he is ready to verify whereon he prays judgment &c

Drummond for Deft Eaton

Entered filed 31st May 1849
Wm H Beasley Clerk

and afterwards to Wit on the 1st day of June 1849 as part of the May term A D 1849 of Said Court in the record of the proceedings thereof in Said Cause is the following entry to Wit

Jonathan J Fullett
vs
Henry Eaton Impleaded with Anson Russell } Debt

Now came the Plaintiff by his Atty and files his Replication to the Defendants Plea of no Consideration

Said Replication is in the words & figures following to Wit

And the Said Plaintiff for Replication to Defts 1st additional Plea Says Precludi non because he Says that Said ~~Bill~~ writings upon which this Suit is instituted were not given without any good or valuable consideration as therein mentioned and this he wishes enquired of by the Country &c

Johnson Pepp atty

and afterwards to wit on the 4th Day of June 1849 as yet of the May term a.d. 1849 of said court in the record of the proceedings thereof in said cause is the following entry to wit:

Jonathan J. Fullett
vs
Henry Eaton Impleaded
with Amos Russell } Debt

The Defendant by his attorney comes and moves the court on affidavit filed for a continuance herein which motion after argument is sustained by the court and this cause ordered to be continued at the costs of the Defendant and that Execution issue therefor, and on motion of the Plaintiff attorney the order of court heretofore entered granting leave to the Plaintiff to withdraw his two additional counts be vacated and said two additional counts are filed

And afterwards to wit on the 8th Day of October a.d. 1849 at the October term a.d. 1849 of said court in the Record of the proceedings thereof in said cause is the following entry to wit

Jonathan J. Fullett
vs
Henry Eaton Impleaded
with Amos Russell } Debt

The Plaintiff by his attorney comes and moves the court to exclude the depositions on file in this case

The Motion to exclude depositions is in the words and figures following to Wit

Fullett
vs
Eaton imp

In the Circuit Court
Oct Term 49

The Defft moves the Court to exclude the depositions on file in this cause
1st because the witness discloses in the deposition that he is the endorser on said notes sued on and interested in discrediting the same
2nd because the testimony shows it is but the opinion and hearsay of witness and the testimony is illegal and improper
3rd and for other reasons

M J Johnson
Atty &c

Endorsed filed Oct 8th 1849
Wm H Brawley Clerk

And afterwards to Wit on the 12th Day of October AD 1849 as part of the October Term AD 1849 of said Court in the record of said Court in said cause is the following entry to Wit

Jonathan J Fullett
vs
Henry Eaton Impleaded
with Anson Russell
} Debt

Now came on to be heard the Motion of the Plaintiff heretofore filed by his attorney to exclude the depositions on file

in this Case, which motion after argument of Counsel is taken under advisement by the Court

and afterwards to Wit on the 15th Day of October A D 1849 as yet of the October term A D 1849 of said Court in the Record of the proceedings thereof in said Cause is the following entry to Wit"

Jonathan J Fullett
vs
Henry Eaton Impleaded
with Ansen Rindell
} Debt

The Court having fully considered and being fully advised upon the Motion heretofore filed by the Plaintiff by his attorney to exclude the 1st deposition on file sustains the Motion; and as to the exceptions taken to portions of 2nd deposition by the Plaintiff by his attorney they are also sustained by the Court as to those portions but not to the whole deposition

The Plaintiffs Motion to Exclude answer &c are in the words and figures following to Wit"

Fullett
vs
Eaton imp
} Circuit Court
Oct Term 1849

And the said Pltff comes and moves the Court to exclude all that part of the Answer to the Second Interrogatory in the direct examination commencing with "I have reason to believe &c" and ending with "do not recollect which" in the first deposition - and in the second deposition moves the Court to exclude

all that part of the ~~Demurrer~~ second answer, commencing with "I do not consider" and ending with "a long time since for"

And all that part of the answer to the third interrogatory commencing with the word "I think if they had de"

And also moves the court to exclude the entire answer to the 2nd Crop interrogatory in the last deposition de

M Y Johnson
Atty de

Endorsed filed 8th Oct 1849

and afterwards to Wit on the 15th day of Oct 1849 as yet of the Oct term AD 1849 of said court in the record of the proceedings thereof in said cause is the following entry to Wit"

Jonathan J Hallett
vs
Henry Eaton Impd
with Anson Russell

} Debt

Now at this day came the Parties by their attorneys, and upon issue joined by agreement they waive the intervention of a jury and for trial put themselves upon the court

And afterwards to Wit on the 16th Day of October AD 1849 as yet of the October Term of said court AD 1849 in the record of the proceedings thereof in said cause is the following entry to Wit"

Jonathan J Fullett
vs
Henry Eaton Impleaded
with Ansen Russell

Debt

The Court having fully considered and being fully advised upon the issues in this cause finds the issues for the Plaintiff and finds his debt at the Sum of two hundred dollars and assesses his damages at the Sum of One hundred and Nine Dollars and fifty cents, Making together the Sum of three hundred and Nine Dollars and fifty cents - and the defendant by his attorney moves the Court for a new trial herein which motion is overruled by the Court to which Ruling and decision of the Court the Defendant by his attorney excepts - and the Plaintiff by his attorney moves the Court for judgment upon the verdict of the Court heretofore entered in this Cause & It is thereupon considered by the Court that the Plaintiff have and recover of the said Defendant Henry Eaton the said Sum of two hundred dollars Debt and One hundred and Nine Dollars and fifty Cents damages, Making together the Sum of three hundred and Nine Dollars and fifty cents so as aforesaid found & assessed by the Court together with his Costs by him about his Suit in this behalf expended and that Execution issue therefor - and the defendant by his attorney prays an appeal to the Supreme Court which is granted by the Court Conditioned that the said Defendant Henry Eaton enter into Bond in the Sum of five hundred dollars with Benjamin H Campbell as Security within fifty Days from this date

On the Trial the Defendant by his Counsel made the following exceptions which were allowed &c

Bill of Exceptions

Jonathan J Fullett
vs
Henry Eaton Defendant

Circuit Court
October term A D 1849

And now at this day on the trial of this Cause and by agreement of the parties a jury was waived and the Cause Submitted to the Court, and the Plaintiff to prove the issue on his part offered the following instruments "On or "before the first of September next we promise to pay "Jonathan J Fullett or order One hundred dollars "payable in Shingles at five Dollars per thousand "to be delivered at Riviere du Chene for value rec'd "Riviere du chene Dec 14th 1839 Rawson & Eaton

"On or before the first of September next we "promise to pay Jonathan J Fullett or order One hundred "dollars payable in Shingles at five dollars per thousand "to be delivered at Riviere du Chene for value rec'd "Riviere du chene Dec 14th 1839 Rawson & Eaton

Each of which instruments was endorsed as follows "H W Savage" then the Plaintiff rested his case having offered no evidence on the first two Counts

and the Defendant then offered an act of the legislature of Wisconsin showing that promissory notes made there must be payable for money only. To Wit

An Act Concerning Bills of Exchange and promissory Notes.

S. 1. When any Bill of Exchange which may be drawn within this territory, upon any person or persons body politic or corporate out of the United States or territories thereof for any Sum of money shall be duly presented for acceptance or payment and protested for non-acceptance or non-payment the Drawer or endorser thereof, due notice being given of such non-acceptance or non-payment, shall pay said Bill with legal interest according to the tenor thereof and twenty per cent damages in addition together with Costs and charges of Protest.

S. 2 If any bill of Exchange drawn upon any person or body politic or corporate out of this territory but within some State or territory of the United States adjoining to this territory, for the payment of Money shall be duly presented for acceptance or payment and protested for non-acceptance or non-payment the drawer or endorser thereof due notice being given of such non-acceptance or non-payment shall pay said bill with legal interest according to its tenor and five per cent damages, together with cost and charges of protest.

S. 3. If any Bill of Exchange drawn upon any person or body politic or corporate out of this territory but within the United States or territories thereof and not adjoining to this territory for the payment of Money, shall be duly presented for acceptance

or payment and protested for non-acceptance or non-payment the Drawer or endorser thereof, due notice being given of such non-acceptance or non-payment shall pay said Bill with legal interest according to its tenor and ten per cent damages, together with costs and charges of protest.

S. 4. All notes in writing made and signed by any person or by a factor or agent of any merchant or trader usually entrusted therewith whereby such person or any merchant or trader, by such factor or agent shall promise to pay to any other person body politic or corporate, his or their order or unto bearer; any sum of money therein mentioned shall by virtue thereof be taken and constructed to be due and payable, as therein expressed and shall have the same effect, and be negotiable in like manner as inland bills of Exchange according to the Custom of Merchants; and the payees or endorsees of every such note payable to them, or their order shall and may maintain their action for such sum of Money, against the makers and endorsers of the same respectively in like manner as in cases of inland Bills of Exchange and not otherwise." The Defendant then offered the following depositions of Henry W Savage, To wit

State of Illinois
Ogle County } ss

The People of the State of Illinois to Hiram Baldwin a Commissioner appointed in and for Racine in the State of Wisconsin Greeting

Know ye that we in confidence of your

prudence and fidelity have appointed you and by these presents do give unto you full power and authority and do hereby authorize and require you that that at a certain time and place to be designated and appointed by you for that purpose you do cause, the witnesses whose names are mentioned in the caption of the enclosed interrogatories as well on the part of Jonathan J. Hallett Plaintiff as on the part of Henry Eaton Impleaded with Anson Russell defendant to come before you and then and there diligently and faithfully examine each of them apart upon the said interrogatories on their respective corporal oaths first taken before you both on the part of the said Plaintiff and defendant and none others and that you do take such their examinations and cause the said Interrogatories as they are propounded together with the answers of the said witnesses thereto to be reduced to writing in the order in which they shall be proposed & answered, and when you shall have so taken them you shall cause the said witnesses to sign their names to the same in their proper places in your presence, and thereupon you will annex at the foot thereof a certificate subscribed by yourself in which you must state that they were sworn to & signed by the deponents and the time and place when and where the same were taken & After which you are to send the said Depositions together with this Commission and the enclosed interrogatories carefully enclosed and sealed up to the Clerk of the Circuit Court in and for the County of Le Sauk and State of Illinois

with the names of the parties litigant annexed thereon. And this you shall in no wise omit

Seal

Witness Wm H Bradley Clerk of said Court and the Seal thereof at Galena this 17th Day of September A D 1849

Attest Wm H Bradley Clerk

Jonathan S Hallett pltff
vs
Henry Eaton impleaded with Anson Rossell, defts

Circuit Court
Jo Daviess County
October Term 1849

J M Y Johnson
Atty for Pltff

You will take notice that on the 17th day of September A D 1849 I will apply to the Clerk of said Court for a Commission to issue from the Clerks office according to law addressed to Hiram Baldwin of Prairie Du Chien, State of Wisconsin, Commissioner to take the depositions of Henry W Savage & Thomas A Savage citizens & residents of the State of Wisconsin on the annexed Interrogatories

Drummond for Eaton

Interrogatories to be administered by the said Hiram Baldwin to the witnesses

1 Are you acquainted with the parties plaintiffs and Defendants or either of them, and if so how long have you known them respectively.

2 Do you know any thing about two certain instruments in writing dated at Prairie Du Chien Oct 14 1839 by which the Defendants

[11919-12]

agreed to pay to the Plaintiff, in cash instead one hundred dollars, in Shingles at four Dollars (f5) a thousand deliverable at Prairie Du chien, if so, when were they executed, in what State or territory what was the Consideration of the said instruments or either of them, State if you know; and state fully all the Circumstances Connected with the Execution of the said instruments & the Consideration of the same or either of them. Was there any Consideration, if so what, was it of any value or not, if of value, how much. State fully particularly and in detail all the facts and Circumstances within your knowledge upon the subject matter of this Interrogatory, and also your means of knowledge

3 Is there any other Matter or thing within your knowledge, which would be of benefit to the defendants, if so, State the same fully and particularly

Drummond for Eaton

Cross Interrogatories by Pltff

Quest 1st Have you testified in this cause before and if yes, are they to the same facts, - Did you or not testify in your former deposition that the notes you wrote were dated on the 14th Sept 1839 and have you any further knowledge than testified to by you in your former deposition

Quest 2nd If you state the consideration failed State in what particular it failed, was anything given by the Pltff to the Defts at the time of making

the notes, if so what was given, and did they examine the goods or property at the time and what was delivered at the time.

Inst 3rd Are you ~~[illegible]~~ sure the notes sued on are the same or do you allude in your testimony to the notes Follett got from King as spoken of in your former Deposition (of Sept 14 /55) being the date)

Inst 4th Was the failure of consideration spoken of by you in regard to the value of the thing sold, or to the non delivery of the property State what you know of your own knowledge and not hearsay information & belief

Johnson for Plff

Filed 17th Sept 1849
Wm H Bradley clerk

Deposition of Henry W Savage of Prairie Du Chein in the County of Crawford and State of Wisconsin taken on the first day of October in the year ~~of~~ One thousand Eight hundred & forty nine between the hours of ten o'clock in the ~~forenoon~~ Morning and six o'clock in the Evening of said day at my Office in Prairie Du Chein Said County of Crawford and State of Wisconsin to the annexed and foregoing Commission to be used in evidence in a certain Cause now pending in the Circuit Court within and for the County of De Witt State of Illinois wherein Jonathan S Follett is Plaintiff and Henry Paton impleaded with Anson Rodsell defendants as follows to Wit - The said Henry W Savage doth depose and say in answer to the following

Interrogatories

1st Are you acquainted with the parties Plaintiff and Defendants or either of them and if so how long have you known them respectively

Answer to 1st I am some known both of them since the winter of 1839 & 1840

abstract 2nd Do you know any thing about two certain instruments in writing dated at Prairie du Chien Dec 4th 1839 by which the Defendants agree to pay to the Plaintiff in each instrument One hundred dollars in Shingles at four dollars (f5) a thousand delivered at Prairie du Chein if so when were they executed in what State or Territory what was the consideration of the said instruments or either of them State if you know; and state fully all the circumstances connected with the Execution of the said instruments & the consideration of the same or either of them was there any consideration if so what, was it of any value or not if of value how much State fully particularly and in detail all the facts and circumstances within your knowledge upon the subject matter of this interrogatory and also your means of knowledge

Answer to 2d I do, and believe they are in my hand write, I believe they were to be paid in Shingles at f5 dollars per thousand delivered at Prairie du Chien they were executed at this place Prairie du Chein Territory now State of Wisconsin in regard to the consideration it was for a Patent Right for a Shingle

Machine for Crawford County Wisconsin ?

3d Is there any other Matter or thing within your Knowledge which would be of benefit to the Defendants if So State the Same fully and particularly.

Answer to 3rd Soon after the Said plaintiff Fallett had commenced Suit on Said instruments he was in this place and told me he had Sued Eaton and if I would keep dark he would not trouble me that he was at a D- M Sight of trouble to get the Said instruments from King that he had to give him King a Good horse for them, the Notes were here in the County the holders were also here and the Defts and at all time Since Said Instruments were Executed good for the amount

Cross Interrogatories by Reff

Question 1st Have you testified in this Cause before if yes, are they to the Same facts, Did you or not testify in your former deposition that the notes you wrote were dated on the 14th Sept 1839 and ~~have~~ have you any further Knowledge than testified to by you in your former deposition

Answer 1st I have testified in this case before and I do not recollect whether they are the Same facts or not neither do I recollect whether I testified that Said notes were dated on the 14th day of Sept 1839 if I did it is Something I Seldom ever do to testify to a day certain as far back as that. I find by reference to my Books of accounts that there are items charged to Eaton paid by me to Fallett and these charges were on the 14th day

[11919-19]

of December 1839 and I think Said Changes were made on or about the Same day the notes were Executed

Question 2nd If you state the Consideration failed State in what particular it failed was any thing given by the Pltff to the Defts at the time of making the notes, if So what was given and did they examine the goods or property at the time & what was delivered at the time

Answer 2d Excluded

Question 3rd Are you sure the notes Sued on are the Same or do you allude in your testimony to the Notes Fullett got from King as Spoken of in your former Deposition (of Sept 14 1839 being the date)

Answer 3rd All I know about the ~~matter~~ notes being the Same is what Fullett told me at the time he was here and told me he had Sued Eaton that he had got the Notes from King and had given a D-M good horse for them, I have never signed any other note with Eaton Except these - and Fulletts Statement to me wishing me to keep dark and I should not be troubled Caused me to think these notes to be the Same notes given for the Machine - If I Stated the notes were dated Sept 14th 1839 in a former deposition it was a Mistake either in Myself or the Commissioner because they did not Come on with the Machine until late in the fall or winter for there was Snow

on the ground at the time

Question 4th was the failure of Consideration spoken of by you in regard to the value of the thing sold or to the non delivery of the property - State what you know of your own knowledge and not hearsay information and belief

Answer 4th It was in regard to the value of the thing sold, the property was delivered & they took it up to the pinery on Chippewa and then it proved to be worthless

H W Savage

State of Wisconsin
County of Crawford } ss

I H Baldwin Commissioner do hereby certify that Henry W Savage personally appeared before me was by me sworn to testify the truth the whole truth and nothing but the truth as a witness in the above and foregoing Cause and the foregoing deposition by him subscribed was reduced to writing by me and taken at the time and place before stated

Given under my hand this first day of October A D 1849

H Baldwin
Commissioner

Answer filed & opened this 5th Oct 1849

Wm H Bradley Clerk

This was all the testimony offered in the cause, and after hearing the testimony, the Court found the issues for the Plaintiff except on the first two Counts

#

of the Declaration which the Court found for the defendant and on the ground that the issues in the two first Counts were immaterial the Court found for the Plaintiff and assessed the plaintiffs debt and damages notwithstanding on the finding on the two first Counts, and after such finding by the Court, the defendants Counsel moved the Court for a new trial and filed his reasons therefor which was overruled by the Court, to which opinion of the Court and the finding thereof as aforesaid, in such finding and in overruling the motion for a new trial the Defendants Counsel at the time excepted and prayed his Bill of Exceptions

Benj R Sheldon Clerk

Endorsed filed 18th Oct 1849
Wm H Bradley Clk

And afterwards to Wit on the 14th Day of November a D 1849 the Defendant Eaton as aforesaid by his attorney files in the office of the Clerk of said Circuit Court a certain writing obligatory commonly called an appeal Bond which is in the words and figures following to Wit:

Know all men by this presents that we Henry Eaton and Benjamin H Campbell of the County of So Daviess and State of Illinois are held and firmly bound unto Jonathan T Fullett in the penal sum of five hundred dollars Courent 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 firmly and severally by these presents, Witness our hands and seals this twelfth day of November A.D. 1849

The conditions of the above obligation is such that whereas the said Jonathan T. Fullett did on the 16th day of October A.D. 1849 in the Circuit Court in and for the County and State aforesaid recovered a Judgment against the above bounden Henry Eaton impleaded with Anson Rudsell for the Sum of two hundred dollars debt, and one hundred and Nine dollars and fifty cents damages, and twenty five dollars and thirty seven 1/2 cents costs; from which said judgement of the said Circuit court the said Henry Eaton has prayed for and obtained and appeal to the Supream Court of the State of Illinois, Now if the said Henry Eaton shall duly prosicute his said appeal with effect and shall moreover pay the amount of the judgment, costs interest and and damages rendered and to be rendered against him in case the said judgment shall be affirmed in the said Supream Court then the above obligation to be void otherwise to remain in full force and virtue

Taken and entered into before me at my office in Galena this 15th day of November A.D. 1849

Wm H Bradley Clerk

Henry Eaton (Seal)

B H Campbell (Seal)

[11919-206]

Endorsed Filed 15th Nov 1849
Wm H Bradley Clerk

State of Illinois
Jo Daviess County } ss

I William H Bradley Clerk of the Circuit Court in and for the said County do hereby certify that the foregoing transcript is a true full and correct copy from the record of all the proceedings which were had in said Circuit Court in the aforesaid Case of Jonathan S Fullett against Henry Eaton Impleaded with Anson Rudsell.

In testimony whereof I have hereunto set my hand and the Seal of said Circuit Court at Galena this 17th Day of May a.d. 1850

Attest Wm H Bradley Clerk
By Geo R Mitchell
Depty

Henry Eaton appellant
vs
Jonathan S. Pallett appelle

Supreme Court
June Term
1850

The appellant makes the following assignment of errors.

1st. The Court erred in deciding that process had been legally served on the defendant Henry Eaton.

2nd The Court erred in ruling said Eaton to plead –

3rd. And in deciding that the issues in the first two Counts were immaterial

4th And in finding for the plaintiff below when said plaintiff had filed no replication to defendants plea of failure of consideration –

5th And in finding for plaintiff below.

6th And in overruling the motion for a new trial.

7th And in rendering judgment for the plaintiff below, when by the laws of the land judgment should have been rendered for the defendant below –

Hoge & Wilson attys
for appellant

And now at this time comes the appellee and says there is no Error in the Record and proceedings aforesaid and the same should be affirmed &c

M Y Johnson
Atty of appellee

[11919-21]

37

Jonathan S Fullett

vs

Henry Eaton Impd

Transcript

Filed June 3rd 1850.
L. Leland Clk.

$12.50 fees for Transcript
pd by Defendant to Clk
Wm H Bradley Clk

State of Illinois
Jo Daviess County } ss

Pleas in the Jo Daviess County Circuit Court within and for said County and State at the May Term thereof a d 1849 to Wit on the 1st Day of June a d 1849

Jonathan S Fullett } Plaintiff
vs
Henry Eaton Impleaded with Anson Rudsell } Defendants

Be it remembered that heretofore to Wit on the 1st Day of June a d 1849 the Plaintiff by his attorney comes and files in open court the following Replication to the Defendants second additional plea of no consideration to Wit

Fullett
vs
Eaton imp^d } Cir Court
May Term 1849

And the said Pltff for Replication to the last additional plea by the said Deft pleaded says precludes non because he says that the matters and things set forth in said plea in manner and form as therein stated are not true and the consideration of said instrument sued on has not failed and of this he puts himself

[11919-23]

on the Country

Johnson Atty
for Plff

Endorsed
Filed 1st June 1849

State of Illinois
Jo Daviess County } ss

I William H Bradley Clerk of the Jo Daviess County Circuit Court within and for said County do hereby certify that the foregoing Transcript is a true and correct Copy from the original paper on file in my office, and I also certify that when the full Record was made out in this Cause for the Supreme Court, said Replication could not be found but has since been found amongst the papers of the Office

In testimony whereof I have hereunto set my hand and the Seal of said Court at my office in Galena this 24th June 1850

Attest

William H Bradley
Clerk

Henry Eaton ux pl

vs

Jonathan S Fullett

Amended Record

Filed June 28. 1850.
Leland Clk.

Henry Eaton impl. &c.
37 vs } Appeal from Jo Davis –
Jonathan S. Hullett

Appellants Costs =

Fil. transcpt. 15; Dk. cause 10, Appear. 25; fil. prec. 5; fil. mess 5;	.60
Rule to join in issue 25; fil. abstrct. &c. 30, Ent. argt. 25; Subm. 25;	1.05
Clk. taking time 25; Clk. verdg. 25; not to remand 25; fil. & ent. judt. & opn. 1.05;	1.80
Copy of judt. 50, Certf. seal 25; judt. for costs 25; Clk. for execution 25;	1.25
Dk. judt. 25; bill of costs 25; copy 25; execution 25; fil. & Dk. 15;	1.15
Shffs. return. 10, post g. 20, satisfn. 25; transcpt. &c. 12.55 –	13.10
Amt. $	18.95

A true copy from my fee book as taxed & received
Mercure –

L. Leland Clk.

Eaton vs Fullett

Bill of costs

Henry Eaton impl. &c.
vs
Jonathan S. Fullett
Appellee costs —

Appeal from Jo Davies.

Appeal 25, fil. & ent. joinder 30, Suggestion of diminution 25,	.80
Leave to file amd. rend 25, fil. same 5, bill of costs 25, Copy 25,	.80
Certif. & seal 25, fil. & D.K. 15, Supp. retn. 10, Sh. fee 1,25, Satisfn. 25,	2.00
Amt. $	3.60

State of Illinois, ss.

Supreme Court—Third Grand Division, at Ottawa:

The People of the state of Illinois to the sheriff of Jo Davies county---Greeting:

WE COMMAND YOU, that of the goods and chattels, lands and tenements of Jonathan S. Fullett you cause to be made the sum of three dollars and sixty cents, the amount of the foregoing bill, which is due and unpaid, and is a true copy from the Fee Book in my office; and hereof make due return in ninety days.

WITNESS, the Hon. Samuel H. Treat, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 20 day of October A. D. 1856.

Y. Leland *Clerk of the Supreme Court.*

[11919-25]

Eaton vs Hullett

Fee Bill $3.60

Rec payt in full
and money transmitted
to Clk of Supr Court
M L Johnson

State of Illinois, ss.

Supreme Court, Third Grand Division, at Ottawa:

The People of the State of Illinois, to the Sheriff of Jo Daviess County---Greeting:

WE COMMAND YOU, That of the goods and chattels, lands and tenements, and real estate of Jonathan S. Hullett

you cause to be made the sum of eighteen dollars and ninety five — cents costs in the said Supreme Court, which Henry Eaton impleaded &c.

lately recovered against him before the Justices of our said Supreme Court, as appears to us of record, and make return hereof in ninety days.

WITNESS, the Hon. Samuel H. Treat, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this second — day of October — in the year of our Lord one thousand eight hundred and fifty. —

L. Leland *Clerk of the Supreme Court.*

[1919-26]

37.

Sup. Court at Ottawa

Henry Eaton impl. &c.
vs
Jonathan S. Fullett

Execution

Bill of Costs — $18.95
Fee Bill — 3.60
Amt of $22.55

Recd payt in full & money transmitted to the Clk of Sup Court lessf docket fee advanced & amt of transcript paid over to parties here on receipt taken

M. Johnson
Atty for

Filed Dec. 19. 1850.
V. Leland Clk.

Galena May 29th 1850

L Leland Esqr

Please find enclosed transcript in Eaton vs Fullett & also your advance fee $5,00. File the transcript & docket the case, no process need issue & appearance will be entered &c.

Yours &c

Hoge & Wilson
attys for Eaton

[11919-27]

37

Eaton vs Hullett

Praecipe

10-18-22-23-

Filed June 3d 1850
Leland Clk.