

April Term 1861

Circuit COURT  
of Shelby County.

Albert H Tracy  
~~Francis H Tracy~~

VS.

The Board of Supervisors  
of Shelby County ~~vs.~~

DECLARATION.

~~Note Common Counts, Labor & Material.~~

In assumption  
damages \$500

Filed this ..... day

of ..... 18

Clerk.

The clerk will please  
issue summonses  
St. Moulton.

Plaintiffs Attorney.

Filed Jan 7 761  
J. V. Lee,  
Clerk



State of Illinois, }  
                  *Shelby* County. } SS.

*Albert H Tracy*

~~*Tracy H Tracy the*~~

Plaintiff in this suit, by *SW Moulton his*  
Attorney, complain of *the Board of Supervisors*  
*of Shelby County Illinois*

Defendant

in a plea of Trespass on the case on promises :

FOR THAT WHEREAS, heretofore, to wit, on the *fourth* day of  
*January* in the year of our Lord one thousand eight hundred and *sixty one*  
to wit, at said *County*

~~made certain~~  
in writing, bearing date the day and year aforesaid, and then and there ~~the said~~

*the said defendant became & was*  
~~*for that amount*~~ indebted to the said plaintiff  
in the sum of Five hundred Dollars  
for interest due on Interest Warrants  
numbered 15 of Bonds Nos 11, 12, 13,  
14, 15, 16, 17, 18, 19, & 20 said Interest  
warrants being respectively for the  
payment of thirty five dollars each  
for interest due on the first day  
of July AD 1860 on said bonds issued  
by the defendant for subscription  
to the stock of the Terra Haute  
& Alton Railroad Company

And in the further sum of  
Five hundred Dollars for money  
then & there due from the defendant  
to the plaintiff for ten Shelby County  
Interest Warrants & in the like sum  
for interest upon & forbearance of diverse  
other sums of money before that time  
& there due from said defendant to  
said plaintiff

And being so indebted to the said  
plaintiff the said defendant  
afterwards, to wit, on the day & year  
aforesaid in consideration thereof  
undertook & promised, the said plaintiff  
to pay him the said sum of money  
on request.



And Whereas, also, the said defendant on the 4<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and sixty one in said County, became and was indebted to the said plaintiff in the sum of Five hundred dollars of lawful money of the United States of America, for divers goods, wares and merchandise, by the said plaintiff before that time sold and delivered to the said defendant, and at the special instance and request of the said defendant, and being so indebted to the said plaintiff, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the sum of money last mentioned, when the said defendant should be thereunto afterwards requested. **And Whereas, also,** the said defendant, afterwards, to wit, on the same day and year, and at the place aforesaid, in consideration that the said plaintiff had before that time, at the like special instance and request of the said defendant, sold and delivered to the said defendant divers other goods, wares and merchandise of the said plaintiff, the said defendant then and there undertook and faithfully promised the said plaintiff, that the said defendant would well and truly pay to the said plaintiff, so much money as the last aforesaid goods, wares and merchandise, at the time of the sale and delivery thereof, were reasonably worth, when the said defendant should be thereunto afterwards requested; and the said plaintiff aver that the said goods, wares and merchandise last mentioned, at the time of the sale and delivery thereof were reasonably worth the further sum of Five hundred dollars, of like lawful money as aforesaid, to wit, at the place aforesaid, whereof the said defendant, afterwards, on the same day and year, and at the place aforesaid, had notice. **And Whereas, also,** the said defendant, afterwards, to wit, on the same day and year, and at the place aforesaid, was indebted to the said plaintiff in the further sum of Five hundred dollars, of like lawful money as aforesaid, for money before that time lent and advanced by the said plaintiff to the said defendant, and at the like request of the said defendant. **AND** in the like sum for other money by the said plaintiff before that time paid, laid out and expended for the said defendant, and at the like request of the said defendant. **AND** in the like sum for other money by the said defendant before that time had and received to and for the use of the said plaintiff. **AND** in the like sum for other money before that time and then due and owing the said plaintiff for interest upon and for the forbearance of divers other sums of money before that time and then due and owing from said defendant to said plaintiff. **AND** in the like sum for the price and value of work then done, and material for the same provided by the plaintiff, for the defendant, and at the like request of the defendant. **AND** being so indebted, the said defendant, in consideration thereof afterwards, to wit, on the same day and year, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the several sums of money in this count mentioned, when the said defendant should be thereunto afterwards requested. **And Whereas, also,** the said defendant, afterwards, to wit, on the same day and year, and at the place aforesaid, accounted together with the said plaintiff of and concerning divers other sums of money, before that time due and owing from the said defendant to the said plaintiff and then and there being in arrear and unpaid, and upon such accounting, the said defendant then and there was found to be in arrear, and indebted to the said plaintiff in the further sum of Five hundred dollars, of like lawful money as aforesaid. **AND** being so found in arrear and indebted to the said plaintiff, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money last mentioned, when the said defendant should be thereunto afterwards requested.

Nevertheless, the said defendant (although often requested, etc.), has not yet paid the several sums of money above mentioned, or any or either of them, or any part thereof, to the said plaintiff, but to pay the same, or any part thereof, to the said plaintiff, the said defendant has hitherto altogether refused, and still do refuse, to the damage of the said plaintiff of five hundred dollars, and therefore the said plaintiff bring suit, etc.

*St. Montton*

Plaintiffs Attorney.



COPY OF INSTRUMENT AND ACCOUNT SUED ON.

The Board of Supervisors of  
 Shelby County ~~Illinois~~  
 To ~~Albert H Tracy~~  
 Albert H Tracy

Jan 4<sup>th</sup> 1861. To Interest money due  
 on Interest warrants, \$ 500.-  
 To Money Lent \$ 500.-  
 To Money paid \$ 500.-  
 To 10 interest warrants  
 issued by Shelby Co Ills \$ 500.-  
 To Money had & rec<sup>d</sup> \$ 500.-  
 To Money due on acct \$ 500.-  
 To Goods & Chattels sold & delivered \$ 500.-

BOND FOR COSTS.—CULVER, PAGE & HOYNE, Stationers, 128 and 130 Lake Street, Chicago.

April Term 1861 }  
 Court.  
 Albert H Tracy }  
 vs. } Shelby Circuit  
 The Board of Supervisors }  
 of Shelby County } In Assumpsit  
 Damages \$ 500

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 this 4<sup>th</sup> day }  
 of January } A. D. 1861 }  
 My Signature } *Albert H Tracy*