

No. 11984

Supreme Court of Illinois

Vose, et al.

vs.

Hart.

71641  7

Lake
Reuben Vose et al
vs
James Hart

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11984

Deposited
1864

Supreme Court of the State of Illinois - Third
General Division - June Term A.D. 1857

Reuben Vose Benjamin
Wood and John Van Vleeten Appellants
vs.
James Hart
By agreement of parties

And now come the said
Appellants Reuben Vose Benjamin Wood
and John Van Vleeten by H. W. Blodgett
their Attorney and say that there is
manifest error in the proceedings and
judgment and Record in said Cause
and that said judgment ought to be
reversed.

And for special points of error assign
the following - viz:

- 1st The Circuit Court erred in admitting
incompetent evidence to be given to the
jury by the defendant.
- 2nd The Court erred in overruling the plaintiffs
motion for a new trial.
- 3rd The judgment contained in the Record
was not warranted by the pleadings and
verdict therein.
- 4th The Court erred in rendering judgment
against the plaintiffs
- 5th The Court erred in rendering judgment
for a return of the property to defendant.

H. W. Blodgett
for appellants.

"United States of America)
"State of Illinois Lake County ss. Pleas before the
"Honorable Giles Spring presiding Judge of the Cook
"County Court of Common Pleas in the State of
"Illinois

"At a special term of the Circuit Court
"for the County of Lake in the Seventh judicial
"Circuit of said State, begun and held at Wan-
"Pegau on the fourth day of March in the year
"of our Lord One thousand eight hundred and
"fifty, and of the Independence of the United States
"the seventy fourth, said term of court being held
"pursuant to a special order of the Honorable
"Hugh T. Dickey, Judge of the Seventh judicial
"Circuit of said State, and presiding Judge of the
"Circuit Court of Lake County aforesaid, bearing
"date on the thirty first day of January A.D.
"1850, and calling said special term to commence
"on the first Monday of March then next for the
"trial hearing and determination of all pleas,
"Civil, Criminal, and Chancery; due notice of said
"special term having been given by the Sheriff of
"said County, according to the Statute in such
"case made and provided. And the said Hon-
"orable Giles Spring presiding by agreement with
"the Honorable Hugh T. Dickey, presiding Judge
"of said Seventh judicial Circuit, in conformity
"with the Statute in such case made and provided.
"Present the Honorable Giles Spring, Judge aforesaid,
"Charles Gardner, State Attorney pro tem. Henry
"W. Dorsett, Sheriff

"Attest, A. B. Cloter Clerk"

"Be it remembered that heretofore, to wit: on the
"first day of February A.D. 1850, said day being a day
"in the vacation between the January term of the Circuit

Court for the County of Saline in the State of Illinois for the said year and the March Special term of the said Court for said year, Reuben Bose, Benjamin Wood and John Van Bechten by Robert C. Van Rensselaer, their Attorney, filed in the office of the Clerk of said Court, their bond for costs, which is in the words and figures following to wit:

"Reuben Bose
Benjamin Wood
John Van Bechten } Saline County Circuit Court
as
James Hart }

" 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 the Court in pursuance of the laws of this State. Dated
" this 1st Day of February A.D. 1850. R.C. Van Rensselaer "

On which said bond was on the day last aforesaid by the said Clerk
of said Circuit Court indorsed his approval thereof, which is in the
words and figures following, to wit: "Approved by me at my office
" this 1st day of February 1850 A.V.B. Clerk "

And that afterwards, to wit: on the said first day of February
A.D. 1850, it being a day in the vacation aforesaid, the said Bose,
Wood and Van Bechten by the said R.C. Van Rensselaer, their Attorney,
filed in the said office of the said Clerk of said Circuit Court an
affidavit, which is in the words and figures following, to wit:
"State of Illinois)

" Saline County } Personally appeared before me Robert C. Van Rens-
" selaer, who being first duly sworn according to law doth depose and
" say, that he is the agent of Reuben Bose Benjamin Wood & John Van Bech-
" ten and that he verily believes that said Reuben Bose Benjamin Wood
" and John Van Bechten are the owners of the following described prop-
" erty To wit Sixteen Boxes of Gentlemen's & Ladies Boots shoes
" and Rubbers - and Ten Gentlemen's Fur coats in paper Boxes - and Three
" paper Boxes of Ladies shoes of the value of about Five Hundred Dollars.
" And also that he their affiant verily believes that the said Reuben

"Rosa & Benjamin Wood and John Van Bechten
" are now lawfully entitled to the possession
" thereof - and this affiant further saith
" that he verily believes that the said goods
" and personal property before described were
" wrongfully taken and are now wrongfully
" detained from the possession of them the
" said Reuben Rosa Benjamin Wood and John
" Van Bechten by James Hart as the County
" afforaid as this affiant verily believes. And
" that the same have not been taken by any tax
" assessment or fine levied by virtue of any law
" of this State, nor seized under any execution
" or attachment against the goods & chattels
" of them the said Reuben Rosa Benjamin Wood
" and John Van Bechten liable to execution or
" attachment - and further saith not -
" Subscribed & sworn to before } R. C. Van Rensselaer"
" me this 1st day of February }
" 1850 }
" A. B. Coates Clerk }"

And that afterwards, to wit: on the said
first day of February A.D. 1850, it being a
day in the vacation aforesaid, the said Clerk
of the said Circuit Court issued a writ un-
der his hand and the Seal of said Court and
directed to the Sheriff of said County of
Lake to execute, a writ which is in the
words and figures following, to wit:

"State of Illinois)
" Lake County ss. The People of the State
" of Illinois, to the Sheriff of said County,
" Greeting:

" Of Reuben Rosa, Benjamin Wood

" and John Van Bechten, of the State of New York
" shall give you bond, with good and suf-
" ficient security, to prosecute their suit to ef-
" fect, and without delay, and to make return
" of the following described goods and chattels,
" the property of them, the said Reuben Vose,
" Benjamin Wood and John Van Bechten, to
" wit; sixteen boxes of gentlemen's and ladies
" boots, shoes and rubbers, and ten gentlemen's
" fur caps in paper boxes, and three paper box-
" es of ladies shoes, of the value of about five
" hundred dollars, which James Hart, of said
" County of Lake, took and unjustly detains
" against gages and pledges, as they say, if
" return thereof shall be awarded; and further
" to save and keep you harmless in replevying
" said property, then you are to cause the
" said goods and chattels to be replevied and
" delivered to the said Reuben Vose, Benja-
" min Wood and John Van Bechten without
" delay, and to summon the said James
" Hart, personally to be and appear before the
" Circuit Court of said County, on the first
" day of the next term thereof, to be holden
" at the Court house in Waukegan, in said
" County, on the first Monday of June next
" to answer to the plaint of the said Reuben
" Vose, Benjamin Wood and John Van Bechten
" for taking and unjustly detaining the goods
" and chattels aforesaid, and make due
" return of the bond to be taken from the
" said plaintiffs as aforesaid, to the Clerk of
" our said Court, together with this writ,
" with an endorsement thereon, as to the man-

"over in which you may execute the same
 " Witness, Augustus B. Coates, Clerk
 " of our said Court and the Seal
 " thereof, at Waukegan, in said
 " County, this 1st day of February,
 " A.D. 1850

" S S
 " C C
 "

A. B. Coates Clerk

" And that afterwards, to wit: on the
 " fifteenth day of February A.D. 1850, the
 " same being a day in the vacation aforesaid,
 " the said Sheriff of Lake County by E. H.
 " Bemell, his deputy, returned the said writ
 " into the office of the said Clerk of said Cir-
 " cuit Court with an indorsement thereon, which
 " is in the words and figures following, to wit:

" Executed the within writ this 2nd day of Febru-
 " ary A.D. 1850 by replevying the following de-
 " scribed property, to wit: 13 boxes containing
 " boots and shoes, 1 box containing 10 pairs of
 " india rubber over shoes, 3 paper boxes contain-
 " ing ladies shoes and 8 paper boxes containing
 " 8 men's fur caps and on the same day delivering
 " the same to Robert C. VanKenselaw, Attorney for
 " the within named plaintiffs and serving the
 " same upon the within named James Hart
 " by reading said writ in the presence and hear-
 " ing of the said Hart on said 2nd day of Feb-
 " ruary A.D. 1850.

Serving	50
travel 13 miles	65
approving bond	50
return	10
	<u>1.75</u>

" H W Dorsett Sheriff
 " By E H Bemell Deputy

And that afterwards, to wit: on the said fifteenth day of February A. D. 1850, it being a day in the vacation aforesaid, the said Sheriff of said County of Sake, by E. H. Verrell, his deputy, returned into the said office of the said Clerk of said Circuit Court, a bond which is in the words and figures following, to wit:

"Know all men by these presents that we
" Robert C. Van Rensselaer (agent for Reuben Vose
" Benjamin Wood and John Van Beghlen) and
" A. H. Saxton of the County of Sake and State
" of Illinois are held and firmly bound ~~to~~
" ~~Henry W. Dorsett Sheriff of the County of Sake~~
" ~~and State of Illinois are held and firmly~~
" ~~bound~~ unto Henry W. Dorsett Sheriff of the
" County of Sake and State of Illinois in the pe-
" nial sum of one Thousand and three Dollars
" & twenty five cents lawful money of the United
" States to the payment of which well and truly
" to be made we bind ourselves our heirs exe-
" cutors & administrators jointly & severally & firm-
" ly by these presents as witnesses our hands and
" seals this first day of February A. D. 1850

" The condition of the above obligation is
" such that whereas the above named Reuben
" Vose Benjamin Wood and John Beghlen
" have this day sued out a writ of Replevin
" from the Circuit Court of said County of Sake
" which is about to be executed by Replevying
" the following property To wit sixteen Boxes - Gen-
" tlemen and Ladies Boots shoes and Rubbers
" Ten Gentlemen Fur caps in Boxes & Three Paper
" Boxes of Ladies shoes - and the same being
" about to be executed by the said Henry W

" Dorset Sheriff as aforesaid

" Now therefore the consideration
" of the above obligation is such that if the said
" Reuben Nose Benjamin Wood and John Bechten
" shall prosecute said suit to effect, and with-
" out delay and make return of the said prop-
" erty if return thereof shall be awarded, and
" save and keep harmless the said Henry W
" Dorset Sheriff as aforesaid in Replevying
" such property - then and in that case this
" obligation to be void otherwise to remain in
" full force and virtue

" R. C. Van Rensselaer Seal

" A. H. Saylor Seal

" On the back of which said bond was in-
" dorsed his approval by said Sheriff, which
" is in the words and figures following, to wit:

" Approved by me this 2th day of February
" A.D. 1850 E. H. Bevell Deputy Sheriff

" And that afterwards, to wit: on the twen-
" ty second day of February A.D. 1850, the
" same being a day in the vacation aforesaid,
" the said Reuben Nose Benjamin Wood and
" John Van Bechten, by R. C. Van Rensselaer
" their said attorney, filed in the office of the
" said Clerk of said Circuit Court their dec-
" laration, which is in the words and figures
" following, to wit:

" Of the March Special Term of the
" Lake County Circuit Court in the
" year of our Lord one thousand
" State of Illinois) eight hundred and fifty -
" Lake County) D.

" James Hart was summoned to answer

Reuben Vose, Benjamin B. Wood and John Van Becht-
" ten of a plea wherein he took sixteen Boxes of
" Gentlemen & Ladies Boots shoes and Rubbers, three
" paper Boxes of Ladies shoes, and ten Gentlemans
" Fur Caps in paper boxes of the said Reuben Vose, Ben-
" jamin B. Wood, and John Van Bechten and un-
" justly detains the same against pledges, until, &c.
" and therefore the said Reuben Vose, Benjamin B.
" Wood and John Van Bechten by R. C. Van Rensselaer
" their attorney complains, for that the said James
" Hart on the ninth Day of November in the year
" of our Lord one thousand eight hundred and
" forty nine in the City, County, and State of New-
" York, in a certain store occupied by said Reuben
" Vose, Benjamin B. Wood and John Van Bechten
" took sixteen Boxes of Gentlemans and Ladies Boots,
" shoes and Rubbers, three paper Boxes of Ladies shoes
" and ten Gentlemans Fur caps in paper Boxes of
" them the said Reuben Vose, Benjamin B. Wood and
" John Van Bechten of great value, to wit, of the value
" of five hundred Dollars and unjustly detains
" the same against surties & pledges, until, &c. therefore
" the said Reuben Vose, Benjamin B. Wood and John
" Van Bechten say that they are injured and have
" sustained Damages to the amount of six hundred
" Dollars, and therefore they bring this suit &c
" R. C. Van Rensselaer
" Atty for Plffs "

And that afterwards, to wit: on the fifthe
day of March A.D. 1850, said day being a day in
the said March special term of said Circuit Court
for said year, the said James Hart by Jerry
and Searls, his attorneys, filed with the said
Clerk of said Court his plea, which is in the

Words following, to wit:

"The Circuit Court for the County of Lake
" Of the March Special Term
" A.D. eighteen hundred & fifty

" James Hart
" ats
" Reubin Vose et. al. }

" And the said defendant by
" Henry & Seals his Attorneys says that he did not
" take the said goods in the said declaration mentioned
" or any of them in manner & form as the said plain-
" tiff hath above complained. And of this the said
" defendant puts himself upon the Country
" Henry & Seals
" Atty for Deft."

" And that afterwards, to wit: on the said fifth
" day of March A.D. 1850, the same being a day in the
" said March Special term of said Court, the said Reu-
" ben Vose, Benjamin Wood and John Van Beckten
" by H. W. Blodgett, their attorney, added their similiters
" to the said plea of the said defendant, which is
" in the words following, to wit:

" And the Puff. Doth the like by Blodgett his
" Atty"

" United States of America }
" State of Illinois, Lake County } P. Pleas before the
" Honorable Hugh F. Dickley, Judge of the Seventh
" Judicial Circuit of the State of Illinois At a
" Circuit Court for the County of Lake, in said
" County aforesaid, on the fourteenth day of October,
" in the year of our Lord one thousand eight hundred
" and fifty, and of the independence of the United

" States the seventy fifth.

" Present the Honorable Hugh J. Dickey,
" Judge aforesaid, Henry W. Dorsett, Sheriff of Lake
" County.

" Attest, Augustus B. Coates Clerk

" And that afterwards, to wit: on the sixteenth
" day of October A.D. 1850, said day being one of the
" days of the said October term of said Circuit
" Court for said year, the following proceedings were
" had in said Court and entered of record, to wit:

" Ruben Bose, Benjamin Wood
" and John Van Keelton } Replevin
" vs
" James Hart

" Now come the said plaintiffs by Van-
" Rensselaer, their attorney, and said defendants by
" Seale, his attorney, also comes, and issue being
" joined, it is ordered that a jury come, and thereupon
" come a jury, to wit, William Nichols, William C.
" Tiffany, Elnusley Sunderland, Anson Hilder, R. A.
" McClellan, William B. Benjamin, J. C. Bloom,
" G. M. Russell, John Robertson, John R. Nichols,
" Jesse Harris and George Daugherty, who being
" duly empanelled and sworn to well and truly
" try the said issue, and having heard a portion
" of the evidence, the hour for adjournment having
" arrived, by agreement of parties, disperse, to meet
" the Court at half past eight o'clock to-morrow
" morning."

" And that afterwards, to wit, on the ~~sevent~~
"teenth day of October A.D. 1850, the same being
" a day in the said October term of said Court
" for the year last aforesaid, the following pro-
" ceedings were had in said Court and entered of

Records, to wit:

"17	Reuben Voss, Benjamin Wood " And John Van Bechten vs James Hart	}	Replevin
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Now come said parties by their respective attorneys, and the Jury formerly empannelled also come, and on application of said plaintiffs, it appearing to the Court that Robert C. Van Rensselaer is Security in the Bond for costs filed by said plaintiffs herein, and the said plaintiffs wishing to use the said Van Rensselaer as a witness, It is ordered that Lorenzo Hinkston be substituted as such security for costs, and the said Hinkston having executed a Bond for the costs herein, it is ordered that the said bond be, and the same is hereby approved, And afterwards the Jury, having heard the remainder of the evidence, arguments of counsel and instructions of the Court, retire to consider of their verdict, and afterwards the said Jury come into Court and deliver the following verdict, To-wit: The Jury find the issue for the defendant and assess his damages at the sum of Fifteen dollars and eighty five cents, whereupon the said plaintiffs move the Court for a new trial"

And that the following is a copy of the bond for costs so as aforesaid Executed by the said Hinkston and approved by said Court, to-wit:

"17	Reuben Voss, Benjamin Wood + John Van Bechten vs James Hart	}	Same County Circuit Court Replevin
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I do hereby enter myself se-

"dered that said Plaintiffs have ten days in which
"to file their bill of Exceptions herein!"

And that afterwards, to wit: on the second day of November A.D. 1850, the said Ruben Vose, Benjamin Wood and John Van Beekten, by H. W. Blodgett, their attorney, filed in the office of the said Clerk of said Circuit Court their bill of Exceptions, which is in the words and figures following, to wit:

Sake County Circuit Court October Term 1850
"Ruben Vose Benjamin V. B.
"Wood and John Van Beekten
" vs
"James Hart } Replevin

"Be it remembered that on the trial
"of the above entitled cause the said Plaintiffs first
"read in evidence the Deposition of James M. Mead
"duly taken in the City of New York who testified
"as follows:

First—What is your age, occupation and place of
"residence?

Answer— I am twenty five years of age to day. I
"am in the shoe business. I am salesman in the
"store of the Plaintiffs in New York City. I
"reside in the City of New York.

"Second Interrogatory— Do you know the parties
"Plaintiffs and Defendants in the title of these In-
"terrogatories named or either and which of them,
"and how long have you known them res-
"pectively, and at what time and under what
"circumstances did you become acquainted
"with said Defendant? State fully.

Answer to Second Interrogatory— I know the parties
"named in the title of these Interrogatories. I know

" all of these parties. I became acquainted with
" Defendant for the first time when he came to the
" store of the Plaintiffs to purchase a Bill of Goods.
" It was the 9th of November 1849 I have known
" all of the Plaintiffs about five years

" Third Interrogatory. In what kind of business are
" said Plaintiffs engaged and where is their place
" of business, and under what style of firm do
" they do business?

" Answer to third Interrogatory - The Plaintiffs are
" engaged in the business of buying and selling
" Boots shoes Caps and similar articles. Their
" place of business is number sixty one Maiden Lane
" in the City of New York. They do business under
" the name style or firm of Rose Wood & Com-
" pany.

" Fourth Interrogatory - Do you know any thing of the
" purchase by said Defendant of a bill of Caps Boots
" shoes & Rubbers in the month of November last
" from said Rose Wood & Co.? If yes, state the
" place where and the time when said goods were
" purchased, and describe said goods as particularly
" as you are able, and also state the value of said
" goods according to your best information or
" opinion -

" Answer to Fourth Interrogatory. I was present when
" the Defendant purchased a Bill of goods of Plain-
" tiffs similar to those enumerated in this inter-
" rogatory. The purchase was made by said De-
" fendant on the ninth Day of November 1849
" at number 131 Water Street in the City of New
" York which was at that time the place where
" the Plaintiffs did business. The goods so pur-
" chased by said Defendant of said Plaintiffs con-

" listed of the following articles at the prices set
 " opposite to each item. I consider said prices
 " to be the true value of said goods viz

	Dollars	Cents
" 12 pairs of Mens C.H. Boots at 120 cts each pair	14	40
" 12 pairs of Mens C. H. Boots at 1.87 1/2 cts each pair	22	50
" 24 pairs of Mens C. H. Boots at 2 1/4 Dollars each pair	54	00
" 12 pair of Mens Kipps Boots at 2 1/4 Dollars each pair	27	00
" 12 pairs of Mens Kipps Boots at 1.80 cents each pair	21	00
" 12 pair of Mens calf Boots at 2 3/4 Dollars each pair	33	00
" 12 pairs of Mens calf Boots at 3 1/2 Dollars each pair	42	00
" 12 pairs of Boys C.H. Boots at 1.87 1/2 cents each pair	16	50
" 20 pairs of Youths C.H. Boots at 115 cents each pair	23	00
" 30 pairs of Mens Kipps Brogans at 95 cents each pair	28	50
" 30 pairs of Womens pegged Polka Boots at 1 Dollar each pair	30	00
" 30 pairs of Womens calf Boots at 1 Dollar each pair	30	00
" 24 pairs of Misses calf Boots at 70 cents each pair	16	80
" 12 pair of Misses calf Boots at 65 cents each pair	7	80
" 12 pairs of Womens Leather Ties at 50 cents each pair	6	00
" 24 pairs of Womens pump buskins at 80 cents each pair	19	20
" 12 pairs of Mens Slips at 50 cents each pair	6	00
" 6 pairs of Boys Morocco pumps at 50 cents each pair	3	00
" 29 pairs of Mens Leather pumps at 70 cents each pair	20	30
" 12 pairs of Womens Morocco Exelsims at 1.12 1/2 cents each pair	13	50
" 6 pairs of Womens Gaitors at 165 cents each pair	9	90
" 12 pair of Womens Gaitors at 1.37 1/2 cents each pair	16	50
" 6 pairs Metallic Rubbers at 75 cents each pair	4	50
" 6 pairs of Metallic Rubbers at 1 Dollar each pair	6	00
" 8 pairs of Patent Rubbers at 85 cents each pair	6	80
" 6 pairs of Womens Metallic Breeks at 70 cts each pair	4	20
" 12 pairs of Womens Fur Rubbers at 80 cents each pair	9	60
" 12 pairs of Childrens Cacks at 17 cents each pair	2	04
" 12 pairs of Childrens Leather Saw at 28 cents each pair	3	36
" 14 pair of Children Colored Morocco at 37 1/2 cents each pair	5	25
" 12 pair of Childrens Lace at 25 cents each pair	3	00

" 12 pair of children fancy Sacs at 50 cents each pair	6 00
" 12 pair of children fancy Gaitors at 55 cents each pair	6 60
" 14 pair of children pegged Brogans at 45 cents each pair	6 30
" 14 pair of children pegged Sacs at 40 cents each pair	5 60
" 5 1/2 Doz cloth Caps at 325 cents per Dozen	17 88

" The Plaintiffs paid on said sale of said goods the following charges which were included in said Bill, viz

" Cooperage on said goods Five Dollars - Cartage, Shipping one cent and Insurance to Waukegan thirteen Dollars and sixty eight cents. The whole amount of the bill of goods so sold by Plaintiffs to Defendants as aforesaid including the last charges was five hundred and sixty seven Dollars and sixty two cents and this was the true value thereof

" Fifth Interrogatory - In whose name was said purchase made? Was it made in the name of said Defendant individually or in the name of himself, or some other person or persons with whom he claimed to be in Copartnership? If he claimed to be in Copartnership state who he represented as his Copartners and the name or style of the firm -

" Answer to Fifth Interrogatory - The said Defendant purchased the goods aforesaid in the name of a Copartnership of which he said he was a member. He said that this Copartnership consisted of himself and Hezekiah Freeman and P. C. Freeman - and that the name of the firm was Freemans & Hart -

" Sixth Interrogatory - Upon what terms were said goods purchased? If purchased upon credit state extent of such credit

" Answer to Sixth Interrogatory - The purchase was

" made partly for cash and partly on credit sixty six
" Dollars was paid by Defendant at the time of the
" purchase when the goods were delivered to him and
" the remainder of the debt or purchase money was
" divided into three parts and made payable respect-
" ively at four months, six months & twelve months
" from the month of November 1849. The Defendant
" made three promissory notes to secure the payment
" of the part of said purchase money which remain-
" ed unpaid after paying the sixty six Dollars. He
" signed the name of the firm "Freemans & Hart" to
" each of these notes and delivered them to the Plain-
" tiffs. The notes were each dated 9th November 1849-
" One of said notes was for one hundred and sixty
" seven Dollars and twenty cents payable in four
" months from its date. Another of the notes was
" for one hundred and sixty seven dollars and
" twenty one cents payable in six months from its
" date. and the remaining note was for one hundred
" and sixty seven Dollars and twenty one cents pay-
" able in twelve months from its date -

" Seventh Interrogatory - What representations if any did
" said Defendant make at the time of said purchase
" in regard to his property or his means of paying
" for said goods? State his representations fully and
" particularly as you are able and also whether
" the same were made before or after said purchase.

" Answer to Seventh Interrogatory - He mentioned the firm
" that he said he belonged to and told their names
" and where they did business. He said the firm
" consisted of himself, and the two Freemans and
" was perfectly responsible. He said he had put
" two thousand Dollars in cash into the concern and
" that it was responsible beyond a doubt for all

"liabilities that he wanted part of these goods in a
" twelve months credit because he was coming to a new
" York with a drove of cattle and could pay them.
" He said he was a Drover himself. His conversa-
" tion took place before he made the purchase and
" he completed the purchase the first time he came to
" the store. He bought the goods before he left the
" store.

"Eighth Interrogatory: Were said plaintiffs or either of
" them acquainted with said defendant previous to the
" he applied to purchase said goods? State fully as
" you are able the time when he made said applica-
" tion and by whom he was introduced to said plaintiffs

"Answer to Eighth Interrogatory: None of said plaintiffs were
" acquainted with said defendant previous to the time
" when he applied to purchase said goods of them. He
" made the said application on the ninth day of
" November 1849. He was introduced to said plaintiffs
" by Mr. Sphero's Byram of New York.

"Ninth Interrogatory: Had said plaintiffs or had they not
" any other knowledge of said defendant's standing and re-
" sponsibility than what they derived from his own
" representation?

"Answer to Ninth Interrogatory. They had not.

"Tenth Interrogatory: Were said goods delivered to said de-
" fendant? if yes, in what manner were they so de-
" livered?

"Answer to tenth Interrogatory: The goods were all deliv-
" ered to said defendant. He directed the plaintiffs to ship
" them on Board the Buffalo Line of Boats and
" the plaintiffs put them on said Line of Boats on
" the tenth day of November 1849

"Eleventh Interrogatory. Did said defendant ever pur-
" chase any other bill of Goods of said plaintiffs than

" you have mentioned above?

" Answer to eleventh Interrogatory: He did not.

" Twelfth Interrogatory - Do you know any other matter or
" thing which would be of benefit to said plaintiffs on
" the trial of said cause? If yes, state the same as
" fully as though you were particularly interrogated
" in relation thereto.

" Answer to Twelfth Interrogatory: I am not aware that I know
" any thing in relation to this matter which I have not
" stated in my answer above written. In answer to the
" Fourth interrogatory - The whole amount of the pur-
" chase including the items of Coopersage Cartage &
" Insurance was first written five hundred and forty
" nine Dollars & Seventy four cents and afterwards al-
" tered by my direction to the sum of five hundred
" and Sixty Seven Dollars and Sixty two cents. The
" last named sum is the true sum, and in my o-
" pinion is the true value of the Goods. It was the
" price agreed upon by the parties at the time of the
" sale. I have nothing further to say.

James M. Mead

" The Plaintiffs then read in evidence the deposition
" of Alphonzo B. Beard duly taken in New York City
" who testified as follows

" First Interrogatory - Are you acquainted with the parties
" plaintiffs and defendant to the suit in the Caption to these
" Interrogatories or either of them? If yes: how long
" have you known them respectively and at what time,
" and under what circumstances did you become
" acquainted with said defendant? State fully

" Answer to first Interrogatory: I know them all. I have
" been acquainted with the plaintiffs about one year.
" I never knew the defendant till some time in
" the early part of November 1849.

Second Interrogatory - What representation did said
" defendant make to you respecting his business and
" intentions in visiting New York and respecting his respon-
" sibility and means of paying for whatever Goods he
" might purchase; state fully and particularly
" Answer to Second Interrogatory; Some time about the eight or
" ninth of November 1849 the defendant and Mr
" Freeman came into the store of Ward Peck & Company
" merchants doing business at that time at number
" 102 + 104 Maiden Lane where I was employed as
" salesman, and applied to purchase a bill of Goods
" I had a conversation with the defendant at that
" time and placed in relation to his business and inten-
" tions in visiting New York and his responsibility and
" means of paying for whatever Goods he might pur-
" chase The defendant said that he had been engaged
" in the business of a driver but he had concluded to
" go into business with this Mr Freeman. the defend-
" ant said that he had brought two thousand dol-
" lars with him to put into the business. I asked the
" defendant how much Capital he had, defendant
" asked me if I meant to Enquire how much cap-
" ital he meant to put into the business, or how much
" means he had altogether? I told him I meant
" both He said he had Two thousand Dollars in
" cash which he had put into the business and
" Three thousand Dollars more in other property which
" he intended to put into the business. upon the state-
" above related which the defendant made of his
" responsibility Ward Peck & Company sold him
" a bill of Goods on credit

Third Interrogatory - Did you or did you not in-
" troduce said Defendant to said Plaintiffs or to
" some person in their employ for the purpose

"of enabling him to purchase goods of said Plaintiffs?
"If yes, what representations if any did you make
"to said Plaintiffs respecting said Defendant's stand-
"ing or responsibility, and on what did you base
"said Representations if you made any?

"Answer to Third Interrogatory - I took said Defendant
"to the said Plaintiffs store about the ninth of No-
"vember 1849 and introduced him to Mr. John
"Van Bechten one of said Plaintiffs for the purpose
"of enabling the Defendant to purchase a bill of
"Goods of said Plaintiffs. I told Mr. Van Bechten
"that Ward Peck & Company had sold a bill
"of goods to said Defendant of some one thousand
"or twelve hundred Dollars on credit and that
"the Defendant could tell about his affairs him-
"self. The Defendant thereupon told Mr. Van Bechten
"aforesaid substantially the same thing about the
"means & capital of Defendant which I have
"related in my answer to the second Interrogatory
"written above. I don't remember that I said any
"thing to Mr. Van Bechten except what I stated
"above, and I based my conduct in the matter
"upon the reliance I had in the statement made
"by said Defendant to me in the store of Ward,
"Peck & Company which I have related above.

"Fourth Interrogatory - Was said Plaintiffs acquainted
"with said defendant, or had they any knowl-
"edge of him previous to his introduction to them
"by you? or did said defendant claim any
"previous acquaintance with Plaintiffs?

"Answer to Fourth Interrogatory - I believe that the said
"Plaintiffs had no acquaintance with said de-
"fendant before I introduced the defendant to
"them. The defendant claimed no acquaintance

With them he procured me to introduce him to them
" Fifth Interrogatory - Do you know whether said defendant
" purchased any Goods of said Plaintiffs at the time
" you so introduced him to them? if yea, what Kind
" of Goods did he so purchase and what was the
" amount or value thereof? State according to your
" best information or opinion

" Answer to Fifth Interrogatory - the defendant did pur-
" chase some Goods of Plaintiffs on the same day
" when I so introduced him to them the Goods pur-
" chased by him of them consisted of caps Boots
" shoes & similar articles but I cannot say how much
" of each Kind, the whole amount of the bill of Goods
" so purchased by him of them was between five &
" six hundred Dollars but I cannot tell the Exact
" amount,

" Sixth Interrogatory - Do you know what representation said
" Defendant made to said Plaintiffs at the time of ma-
" king said purchase respecting his property responsi-
" bility and business? If yea, state said representa-
" tions as fully as you are able

" Answer to Sixth Interrogatory - When I introduced the
" defendant to Mr John Van Bechten as I stated in
" my answer to the third Interrogatory written above
" I remarked to said Van Bechten that Ward Peck
" the company had sold a bill of Goods to said de-
" fendant on credit to the amount of one thousand
" and or twelve hundred Dollars and that the
" defendant could tell about his affairs himself.
" Mr Van Bechten then asked the said defendant
" what his Circumstances were The defendant
" replied that he had formed a connection with
" the Freemans in business and brought with him
" two thousand Dollars in Cash to put into the Concern

" That he considered himself worth five thousand
" Dollars and that his other property would be put
" into the Concern that winter that he had been
" a Drone and wanted to have a Credit of twelve
" months as he intended to come to New York
" with a drove of Cattle the next fall

" Seventh Interrogatory - Do you know any other matter
" or thing which would be of benefit to said Plain-
" tiffs on the Trial of said Cause. If you, state the
" same as fully as though you were particularly in-
" terrogated in relation thereto

" Answer to Seventh Interrogatory - I am thirty four years
" of age I reside in the City of New York, before the
" defendant left the City of New York in November
" 1849 my suspicions were excited that he was an
" unsafe man to trust, the reason of my suspicions
" were that I found he was trying to buy much
" larger quantities of Goods on credit than his Cir-
" cumstances warranted him in doing I apprehend-
" ed some trouble from him. I know nothing fur-
" ther of the matter. And have nothing further to
" say

Alphonso Bryan

" The Plaintiffs called Nathaniel P. Dowst who
" being duly sworn testified that he had to day
" searched the Records of this County Carefully and
" could find no title to real estate Recorded there
" except a Deed of a Lot in Yorkville in said Coun-
" ty made to Defendant and one Orlando Wright
" jointly in which the Consideration expressed to
" have been paid for said Lot was one hundred
" Dollars which said Deed was dated.

" Cross Examined - Do not know but what said had
" real estate in said County - only know that there

" was no title of Record - The Plaintiffs then called
" Isaac H. Smith who was sworn and testified that he
" acted as a assessor for part of said County in the year
" 1849 that Defendant resided in the part of said
" County of which he took the assessment and that
" some time in the fore part of May of said year
" he called on Defendant for a list of his (Defendants)
" property and that Defendant then gave in a tract
" of land on which said defendant said he was to
" pay the taxes which was valued at one hundred
" Dollars and also one hundred and Twenty five Dol-
" lars worth of personal property. Witness also stated
" that he had known Defendant for five or six
" years and had never known of his having more
" than two or three hundred Dollars worth of property
" until after he came back from New York thought
" from his acquaintance with Defendant that he
" should have known it if Defendant had of had
" any large amount of property in his hands at
" any time since he had known him Defendant
" was a young man about twenty five or six
" years old.

" Cross Examined - Deft may possibly have had prop-
" erty of which I had no knowledge.

" Plaintiffs next called George Thomson who being
" sworn testified - that he had known Defendant eight
" or ten years years and resided in the neighborhood
" with him five or six of the latter years of his ac-
" quaintance and up to the time Defendant left for
" California last Spring have never known him
" to be engaged in any lucrative business never
" knew of his having any considerable amount of
" property not over three or four hundred Dollars
" worth at the most until his return from New York

" last fall Do not know of his having been in any
" way of earning much while I knew him I think
" from my intimacy with Deft and means of knowledge that
" if he had had any considerable amount of property
" I should have known it Did not know of his hav-
" ing any considerable amount on the first of November
" 1849 may have had three or four hundred Dollars
" worth Dependant was in the habit of trading horses
" and Cattel some. never knew of his being engaged
" as a driver until he ~~brought~~^{brought} up some Cattel in
" connection with the Freeman just before he start-
" ed for New York last fall.

" Crops Examined - Dependant may have had prop-
" erty which I did not know of.

" The Plaintiffs next called Ezra H. Sewell
" who being sworn testified -

" That he was acquainted with the Circumstan-
" ces of Dependant in the bore part of November
" 1849 and had known him for several years
" previous thereto - never knew of his having much
" property up to that time - was Deputy Sheriff
" of said County at the time the writ was issued.
" in said Cause Executed said writ - Dependant
" said at the time that he bought his boots
" shoes & caps of Vose Wood & Co. understood him
" to refer to the Boots shoes & caps then in the
" store & which were taken by virtue of said writ

" Crops Examined - Mr Haines was present at time writ
" was Executed James Clark may have been there
" part of the time. he was in Court

" R. C. Van Rensselaer Sworn - Was present when writ
" was Executed Heard Deft say he got his boots
" shoes & caps of Vose Wood & Co He was speaking
" of the same goods which were taken by virtue of said

with
Cross Examined - Mr Haines was present or about: when
with was Executed Jas. Clark was also about there
Plffs, then produced two notes which he alledged
were the notes given at the time said goods were
purchased and tendered said notes to Deft Deft
having refused to receive said notes - Plffs. left
them on the files of said Court

Plffs here rested and Defendant
called - Hezekiah B. Freeman who was sworn
and testified that he was well acquainted with
Deft in fore part of November and for several
years previous thereto - that he (witness) was one
of the firm of J. C. & H. B. Freeman who were
doing business at Hainesville in this County - that
defendant left Hainesville for New York City in the
fore November or last of October last. That when
he started he went by way of Racine and took
with him a drove of fat Cattle of which Deft
owned one half and the other half was owned by
said firm of J. C. & H. B. Freeman - That defend-
ants share in said drove was worth seven hundred
Dollars - That Deft took with him one hundred
and fifty dollars in cash which was handed him
by witness the morning he left - That Deft left
with witness to be put into the concern a thousand
Dollars worth of notes and had with him three
thousand Dolls worth of notes - That from his
knowledge of Defts Circumstances at the time he
left for New York as aforesaid he considered
him worth six thousand Dollars, That he knew
of defendants Circumstances after his return from
New York and considered him then able to pay
all his debts - My Brother J. C. Freeman went

" with Defendant to New York

" Cross Examined - When defendant left for New York
" there was no arrangement for a copartnership be-
" tween J. C. & H. B. Freeman and Dept The matter
" had been talked over but I had disapproved
" it. The last words I said to my Brother were
" that I did not like the plan but he could do as
" he thought best about it - dont know how defend-
" ant paid for the cattle. Think he turned out notes
" for some of them - was engaged before starting in
" buying up the drove bought four or five head of
" Shilohs Ten head of Belmichill Edwards one pair of
" James Belant paid for them in notes, dont know who
" he got the rest of nor how he paid for them saw the
" notes defendant took away with him one was against
" Lyon & Brewster for five hundred Dollars one against
" Fenner Dutch for two hundred and fifty Dollars
" dont know ^(who) the rest were against - Defendant next called
" Elijah M. Haines who was sworn and testified, that he
" knew defendant knew him last of October 1849 when
" he started for New York - was pretty well acquainted
" with his circumstances - knew he took away six or
" seven hundred Dollars worth of fat Cattle - some
" money and a lot of notes, should think he had
" three thousand Dollars worth of notes, have known
" Hart five or six years - he has made it his home
" at Hainesville where I resided for that time - At
" the time he started for New York he owned several
" tracts of real estate and Town Lots in and about
" Hainesville (Plaintiff here objected to any parole
" testimony in regard to title to real estate, the Court
" sustained the objection - defendants Counsel asked the
" witness, if the defendant at the time he started for
" New York was in the possession of any real estate, to

" which the plaintiffs counsel objected, the Court over-
" ruled the objection, and the witness testified that the
" real estate of which defendant was in possession
" consisted of a House & Lot in Hainesville and a
" store partly completed a pair of Horses, a wagon &
" Harness, and a Lot of Cradles in his possession called
" them his - all worth about Seven Hundred Dollars
" should decree Defendant worth four or five thousand
" Dollars, the first of November last - Was in defendants
" employ when goods in question were replevied - Thinks
" defendant was then able to pay all his debts if he had
" been let alone - defendant purchased about three or
" four thousand dollars worth of Goods when he went
" to New York last fall - should estimate the value
" of the goods replevied at three hundred and fifty or
" four hundred Dollars -

" Cross Examined - I saw the notes defendant took to
" New York - Cant tell who they were against one for
" five hundred Dollars was against Lyon & Brewster
" and one for two hundred and fifty was against
" Dutcher - dont know who the rest were against
" was in defendants employ after he returned from
" New York and in the employ of J. G. & H. B. Freeman
" before that time never saw any list or invoice of
" said notes - never saw them after defendant returned
" have never known of their being sent on from
" New York for payment dont know what he did
" with them, Freeman had been in business about
" two years, defendant started for California last
" Spring, took the Horses & wagon of which I spoke
" in my direct examination with him dont know
" of his owning any property now - Henry Dudley
" went with him as I understood, do not know that
" Dudley owned horses & wagon do not know that

the notes belonged to Dudley the defendant then of-
ferred to prove that the caps replevied in said cause
were not bought of Base Wood & Co (whereupon the
plaintiffs admitted that they were not bought of
said Base Wood & Co & that they the said plaintiffs
did not claim them by virtue of their said writ of
replevin or in any other manner. It was admitted
that the caps were replevied.) Defendant next called
James S. Clarke who was sworn and testified that he
had known Defendant for several years last past
saw him while he was buying up cattle just before
he started for New York, he had a good many
notes, should think two or three thousand Dollars
worth, Defendant had been engaged in selling
grain cradles and had had several lots come
on from the East within a few years, Defendant
was in possession of some real estate, in Haines-
ville at the time. Should think six hundred Dol-
lars worth, was present when the goods were replevied,
they were worth about four hundred Dollars.

Cross Examined. Did not put up the notes looked them
over - they ranged in amount from two dollars and
a half to five hundred dollars Don't recollect who
they were against, one was against Lyon & Brewster
another against Dutcher Can't tell who the rest were
against Don't know who the grain cradles which
defendant had been peddling belonged to. Defendant
next called

Robert Carrall - who was sworn and testified, that he
was acquainted with defendant last fall, saw
him have quite a pile of notes when he was
buying up cattle last fall - Had always supposed
him to be a man of some means

Cross Examined. Did not look the notes over particularly

And don't know who they were against know
defendant was in the habit of trading horses & cat-
the same,

Wahum White - Called and sworn, I have known de-
fendant several years last past, supposed him to have
some means, knew he had a team and wagon,
Saw him have some notes, He had possession
of some buildings last fall -

Defendant here rested, And Plaintiffs then
gave defendant verbal notice to produce his Deeds
to the real estate mentioned by the witnesses, Defend-
ant refused to do so, And Plaintiffs then called Jo-
seph J. Lyon, who was sworn and testified that
he had known defendant several years - That defend-
ant had been employed some of the time for a
year or two previous to November last in selling
grain Cradles - That the Cradles belonged to Reed,
Dudley & Co. and defendant was only hired by
Henry Dudley to sell them -

This being all the testimony in the case The Jury
retired and afterwards returned into Court with
the following verdict, viz - "We the Jury find
the issue for the defendant and assess his damages
at the sum of fifteen dollars & eighty five cents"

Whereupon the Plaintiffs moved the Court for
a new trial for the following reasons

- 1st That the verdict in said cause is against evidence.
- 2^d That said verdict is against law.
- 3^d That the Council for the plaintiffs was taken by
surprise by the statement of Council for the Deft
on the argument of said cause which statement
was sustained by the minutes of the Court in
regard to the testimony of Hezekiah B. Freeman
in said cause

" 4th - That Plaintiffs was taken by surprise on the trial
" of said cause by the absence of Henry W. Dorsette the
" Sheriff of this Court who was a material witness
" for the plaintiffs

" 5th - That since said trial said plaintiffs have dis-
" covered new evidence in said cause

" 6th On the ground that improper evidence on the
" part of the defendant was allowed to go to the
" jury by the Court

H. W. Blodgett
for Plffs

" And in support of said motion filed the fol-
" lowing affidavits

" Lake County Circuit Court October Term A. D. 1850

" Reuben bow Benjamin Wood
" and John Van Beekten

vs
Replevin

" James Hart

" State of Illinois }
" Lake County } H. W. Blodgett being
" duly affirmed doth say that he is one of the attorneys
" of the Plaintiffs in the above entitled cause - That
" this deponent did not hear the witness H. V. Freeman
" man who was sworn on the part of the defendant
" state that said defendant left a thousand dollars
" worth of notes with said witness at the time the
" said defendant left home for the City of New York
" in November or the last of October 1849 and that
" this deponent did not for that reason cross Ex-
" amine the said witness in regard to said notes
" or the uses to which the same were applied - That
" this deponent was taken by surprise by the
" statement of dfts Counsel on the argument that
" such testimony had been given which statement

" was corroborated by the Court - That upon said
" statement being made this deponent requested that
" said witness should be recalled but the officer who
" was sent out for said witness was informed that
" he had started for home immediately after the
" close of the testimony in the case which information
" this deponent verily believes to have been true.
" And this further saith that he is informed and
" verily believes that had the said H. B. Freeman
" been cross examined upon said point it would
" have been made to appear that said James
" Hart was not the owner of the notes so left in
" the possession of said witness if any were left
" that the same were not put into the business of
" the firm of Freeman & Hart nor left for the pur-
" pose of being put into said business but that said
" notes were the property of one Henry Dudley -
" And this deponent further saith that on the trial
" of said cause the plaintiffs were taken by surprise
" by the absence of H. W. Dorsett the Sheriff of this
" Court who was a material witness on the part
" of said Plaintiffs and by whom this deponent
" expected to prove and could have proved that
" he said Dorsett had been and was intimately
" acquainted with said Hart and his circumstances
" for several years before and up to the month
" of November last and that he said Dorsett
" never knew that said Hart was worth over
" four or five hundred Dollars and that said
" Hart had frequently represented to said Dorsett
" that he considered himself worth four or five
" hundred Dollars and never intimated that he
" was worth a larger amount - That this deponent
" met said Dorsett just before the opening of

11 Court in the morning of the last day of said trial and
11 informed said Dorsett that he should call him as
11 a witness in said cause and received no intimation
11 that he said Dorsett should not be in attendance
11 during said day. And this deponent further saith
11 that since said trial he has learned for the first
11 time by conversation with said Dorsett that about
11 the time said Hart started for Racine with the
11 drove of cattle mentioned by defendants witness-
11 es on said trial he said Dorsett had a conver-
11 sation with said Hart in which said Hart
11 stated that most of said cattle had been bought
11 on the credit of the Freemans and that he said
11 Hart could not lose much by the operation
11 any how. And also that at another conversa-
11 tion sometime during the fall of 1849 between
11 said Hart and said Dorsett said Hart admitted
11 that he had the property of Henry Dudley in
11 his said Harts hands for the purpose of secre-
11 ting the same from said Dudleys creditors. And
11 this deponent further saith that since the trial of
11 said cause he has learned for the first time
11 that the testimony of John & Archibald Lowrey
11 of the City of New York or some persons in their
11 employ and the testimony of Isaac R. Lyon of
11 Waukegan in this County is material in said
11 Cause on the part of said plaintiffs and that by
11 the testimony of said witness or witnesses this de-
11 ponent he should be able to show conclusively
11 that said Hart had no interest in the five hun-
11 dred Dollar note against Lyon & Brewster
11 which the witnesses on the part of the defendant
11 state that he had in his possession at the time he
11 started for New York but that said note was

the property of J. C. & H. B. Freeman and was turned
out by them to said J. & A. Sowers upon indebtedness
which they held against said Freeman. And this
deponent further saith that he verily believes and
is informed that the facts in regard to newly dis-
covered evidence in said Cause were unknown to
the plaintiffs in said Cause & also to Mr. VanKens-
selaw the associate of this deponent that said
plaintiffs are non residents and the entire prepa-
ration of the testimony in said Cause on the part of
plaintiffs has been made by said attorneys. And
this deponent further saith that he had known the
said James Hart for the last five years and verily
believes from his knowledge of the circumstances
of said Hart that no testimony could be produced
consistent with the facts which would be proved
on the trial of said Cause that said Hart was
worth more than five or six hundred Dollars.
And this deponent is informed and verily believes
that if said Hart had at the time he left for
New York as mentioned by defendants witnesses
any large amount of property or effects, or notes
the same belonged in truth and in fact to one
Henry Dudley and had been placed in said Harts
hands in order to secrete the same from the Cred-
itors of said Dudley which said facts this depon-
ent verily believes he shall be able to substantiate
if a new trial is granted in said Cause

Subscribed & affirmed to H. W. Blodgett
before me 22^d day of October A. D. 1850 }
A. B. Coates Clerk }

Sauk County Circuit Court

Reuben Vose Benjamin
Wood & John Van Vechten

vs

James Hart

State of Illinois }
Sauk County }

Isaac R. Lyon being duly sworn doth say that on or about the 14th day of February A.D. 1849 this deponent & one D. Brewster gave their joint & several note to one Henry Dudley for six hundred dollars payable in one year from date upon which said note an endorsement of one hundred dollars was made on the day of the date thereof leaving the sum of five hundred dollars & interest to become due thereon - And this deponent further saith that said note was presented to him for payment by the firm of J & A Sweeney of the City of New York and this deponent has been informed by said firm that said note was negotiable and turned out to them by John C. Freeman in the fore part of November last upon a debt due from the firm of J. C. & H. B. Freeman to said J & A. Sweeney And this deponent further saith that said note is here to unrecd. And this deponent further saith that no other note for the sum of five hundred dollars against himself & said Brewster was extant in the fore part of November or last of October last and this deponent verily believes the unrecd note to be the one referred to by the witnesses for the defendant on the trial of the above entitled cause

Subscribed & sworn to

I, R. Lyon

before me this 22^d day

of October A.D. 1850

A. B. C. Clerk

\$600 ⁰⁰/₁₀₀

Little Fort Feby 14. 1849

One year after date we promise to pay to the order of Henry Dudley six Hundred Dollars value received with interest, payable at I R Lyon's Store

I R Lyon

D. Brewster

\$100.00 Sec. of J. R. Lyon
Dollars of J. R. Lyon
at date

Henry Dudley

J. C. & H. B. Freeman

pay J. R. Lyon or order

J. & A. Blodgett

Paid to J. R. Lyon

Three hundred & eight Dollars

" H. W. Dorsett being duly sworn doth say that he
" is the acting Sheriff of said County and the officer
" of said Court at said term. That on the morning
" of the last day of the trial of the above entitled
" Cause this deponent met H. W. Blodgett one of
" Plaintiffs attorneys who informed this deponent
" that he would be wanted as a witness in said
" Cause that this deponent did not then inform said
" Blodgett that he was expecting to leave town nor
" did this deponent intend at that time to leave town
" during the day but that about the time of the
" opening of Court on the morning of said day this
" deponent did leave town without informing said
" Blodgett of his intention to do so and was ab-
" sent most of said day & until after the testimony
" in said Cause was closed.

" And this deponent further saith that he was
" intimately acquainted with said defendant James
" Hart for several years previous to the month
" of November last and had had during the latter
" part of said acquaintance frequent conversations
" with said Hart in regard to his said Harts pe-
" curiary circumstances in which said Hart had
" estimated the whole & amount of his property
" to be worth four or five hundred dollars and
" this deponent never knew of said Harts hav-
" ing property of more than said amount nor
" did said Hart ever intimate or claim to this
" deponent that he was worth more. And this
" deponent further saith that about the time said
" Hart was getting ready to start for Racine
" with a drove of cattle last fall he had a
" conversation with said Hart in which this

deponent cautioned said Hart against engaging
in said business to which said Hart replied that
he could not lose much any how as the cattle
had nearly all been bought by the free mans
own credit

And this deponent further saith that some
time in the fall of 1849 this deponent had an
other conversation with said Hart in which
this deponent stated to said Hart that he (de-
ponent) believed or knew that one Henry Dudley
had conveyed his property to him (Hart) in
order to keep it from Dudleys creditors which
statement said Hart admitted and said they
could not get the start of Dudley, meaning
as this deponent supposed that Dudleys creditors
would not be able to get the property

Subscribed & sworn to before H. W. Dorsett Sheriff
me this 22^d day of October
A. D. 1850

A. B. Bates Clerk

Which said motion for new trial was over-
ruled by the Court to which Plaintiffs except
and pray the Court to sign and seal this Bill
of Executions

Hugh T. Dickey
Judge

State of Illinois }
Saske County } ss. I, Augustus B. Bates,
Clerk of the Circuit Court in and for the said
County of Saske, hereby certify the foregoing
to be a true transcript from the records of
my office and the papers on file therein, of

the pleadings, proceedings, and judgment of the
^{said} Court, in the cause in the said transcript
mentioned -

In witness whereof, I have hereunto
set my hand and the seal of said
Court at Mankegan in said County
this thirty first day of May A.D.
1857

A. B. Curtis Clerk

Fees for transcript \$12.15

Prison Case etc

or

James Hart

Record

12-15

Filed June 4. 1881.
S. Ireland Clk.

1881
June 4
S. Ireland
Clk.

1881

State of Illinois, set.

WRIT OF ERROR—FREE TRADER PRINT.

The People of the State of Illinois,
To the Clerk of the Circuit Court for the County of *Lake* — GREETING :

BECAUSE in the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *Lake* county, before the Judge thereof, between

Reuben Vose et als.

plaintiff) and.

James Hart

defendant it is said manifest error hath intervened, to the injury of the aforesaid *plaintiffs* as we are informed by *their* complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plea aforesaid, with all things touching the same, under your seal, so that we may have the same before our justices aforesaid at Ottawa, in the county of La Salle, on the *22^d Monday of June* — next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

WITNESS, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Ottawa, this *24th* day of *June* — in the year of our Lord one thousand eight hundred and fifty *one* . —

L. Heland Clerk of the Supreme Court.

Lake
Reuben Vose et al.

vs
James Hart

Mit of Eva

Filed June 24, 1851.
L. Ireland Clk.

State of Illinois
County of Adams
In and for the County of Adams
BEFORE me, the undersigned authority, on this 24th day of June, 1851, personally appeared James Hart, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSE the Hon. James H. Harris, Clerk of the County of Adams, Illinois, in the year of our Lord one thousand eight hundred and fifty one.

James H. Harris, Clerk of the County of Adams, Illinois.

Supreme Court of the State of Illinois,
Third Grand Division, June Term AD, 1857.

Reuben Rose }
Benjamin Wood }
& John Van Vleet } Error from Lake.
vs.
James Hart }

This was an action of Replevin brought in the Lake County Circuit Court by the Plffs. in error against the Defts. in error for a quantity of merchandise.

Declaration in the common form for taking & wrongfully detaining the goods in question.

Plea non Capite & quintus - No other issue.

Trial by Jury at October Term AD, 1850 & the following verdict rendered -

"We the jury find the issue for the defendant & assess his damages at fifteen dollars & eighty five cents."

Upon which said verdict the Court rendered the following judgment.

It is therefore ordered by the Court that the said defendant have return of the property taken by virtue of the writ issued herein, & that he have the Peoples writ of Returno Habendo therefor, & that he have & recover of the said plaintiffs the said sum of fifteen dollars & eighty five cents so as aforesaid assessed for his damages, together with his costs & charges in that behalf expended & that he have execution therefor.

Supreme Court
June Term A.D. 1857

Reuben Vose et al.

Plffs. in error

vs

James Hart

Abstract.

34
17
258
<u>34</u>
5980

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