

11815

No.

Supreme Court of Illinois

Dufield

vs.

Crops

71641  7

McHenry Co

James Dufield

Elisha A. Crops

11815

1851

Prepared

United States of America

State of Illinois } ss. Then before the Honorable Hugh
McHenry County } Henderson Judge of the Eleventh
Illinois and Presiding Judge of the McHenry County
Circuit Court at a Circuit Court Term and held at
the Court house in Woodstock in said County on the
fourteenth day of April in the year of our Lord one
thousand eight hundred and fifty one and of the Inde-
pendence of the United States the Seventh fifth.
Present the Hon Hugh Henderson
Judge

Attest
J. H. Johnson J. M. Platt
Clerk State Attorney
John Brink
Sheriff

Be it remembered that heretofore to wit on the 12th day
of September in the year of our Lord one thousand eight
hundred and fifty at the office of the Clerk of the Circuit
Court of the County of McHenry and State of Illinois at
Woodstock in said County a certain process of summons
was issued out of said office in the words and figures
following to wit:

State of Illinois } ss. The People of the State of Illinois
McHenry County } to the Sheriff of said County
Greeting,

We command you that you summon James Bufield if he
shall be found in your County 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 Woodstock
in said County on the third Monday of Sept inst. to answer
unto Elisha Cross in a plea of Assumpsit to the damage
of the said Plaintiff as he says in the sum of one thousand
dollars. And have you then and there this writ with an in-
dorsement thereon in what manner you shall have Executed
the same. Witness Joel H Johnson Clerk of our said Court
and the Seal thereof at Woodstock aforesaid this 12th
day of September A.D. 1850.

Seal

J. H. Johnson
Clerk of the Circuit Court

And which said Summons has endorsed thereon.
Executed this writ by reading to and in the hearing of James
Duffield, Sept 14th 1850.

1 Service 50
F. Muldoon 25
Return 10
1850

Will Donnelly Sheriff
By Geo. Hannin Deputy

Filed Sept 16th 1850.

J. H. Johnson Clerk

And thereafter to wit on the 23^d day of September in the year
of our Lord one thousand eight hundred and fifty at
the County of McHenry aforesaid the said plaintiff filed in
the office of the Clerk of the Circuit Court of said County his
certain declaration in writing and which said declaration
is in the words and figures following to wit:

State of Illinois vs. McHenry County Circuit Court
McHenry County Sept Term A.D. 1850.

Elisha Cross
The plaintiff in this suit by A. C. Bush his attorney com-
plains of James Duffield the defendant in this suit who
has been summoned to answer the said Elisha Cross

in an action on promises: For that whereas the said defendant heretofore to wit: on the first day of September in the year of our Lord one thousand eight hundred & fifty at the said County of McHenry was indebted to the said plaintiff in the sum of five hundred dollars for the wages and salary of the said plaintiff before that time and then due and payable from the said defendant to the said plaintiff for the service of the said plaintiff by him before that time done and performed as the servant of and for the said defendant and at the special instance and request of the said defendant.

And whereas also afterwards to wit: on the day and year last aforesaid at the County aforesaid at the County aforesaid in consideration that the said Elisha A. Cross at the like special instance and request of the said defendant had before that time done performed & bestowed other his work and labor care and diligence in and about other the business of and for the said defendant, he the said defendant undertook, and then and there faithfully promised the said plaintiff to pay him so much money as he therefore reasonably deserv'd to have of and from the said defendant when he the said defendant should be thereunto afterwards requested. And the said Elisha A. Cross avers that he therefore reasonably deserv'd to have of the said James Dufield the further sum of five hundred dollars of lawful money to wit: at the County aforesaid, whereof the said James Dufield afterwards to wit: on the day and year last aforesaid had notice. Yet the said defendant not regarding his said several promises and undertakings in this behalf had not as yet paid the said several sums of money or any or either of them or any part thereof to the said plaintiff (although ^{often} afterwards requested) to do so but to pay him the same hath hitherto wholly

neglected and refused and still doth neglect and refuse
to wit: at the said County of McHenry to the damage
of the said plaintiff of one thousand dollars and there-
fore he brings suit &c

G. C. Bush
Plaintiff's Attorney

Copy of the account declared upon
James Perfield in a/c with
Sept 1st 1850 Elisha A. Cross Dr
To work and labor from Sept 1st 1850 to August
24th 1850 \$10.00
And which declaration has enclosed thereon
Filed Sept 23rd 1850.

J. W. Johnson Clerk

And thereafter to wit on the 25th day of Sept in the
year of our Lord one thousand eight hundred and
fifty, said Court being then session at Woodstock
in said County the said defendant filed in the Clerk
office of said County his certain plea in writing
and which said plea is in the words and figures following
to wit:

James Perfield
vs
Elisha A. Cross

Assumpsit

And the said deft by
Strode & McLure Attys comes
and defends the wrong & injury whereto And says
that he did not promise and undertake as the said
plaintiff in his said declaration hath thereof alleged
against him & of this he puts himself upon the
County &c

Strode & McLure
Attys for Deft

1850
120

The said plaintiff, will please take notice that on the trial of the above entitled cause the defendant will insist on and prove as an offset to the said demand of the said plaintiff the following demands against the said plaintiff which is due and owing from the said plaintiff to the said defendant, to-wit:

To boardings from 1838 to 1850, 13 Years at one dollar per week	\$ 616,00
To tuition paid for him for ten years at \$1. per year	60,00
To Clothing furnished & washing 13 years at twenty five dollars per year	325,00
To home two trips to Milwaukee 24 days at 50 cts per day	12,00
To Cash at same time	10,00
To Doctor Bill	10,00
Sept 10 th 1850 To one Gray mare saddle & bridle & halter	135,00
To Cash at same date	13,00
To Cash paid (Stannard for goat)	4,00
To Cash to send to Wisconsin	1,00
To Cash paid Duffield & McClure	4,50
Sept 10 th 1850	50,00
To One Bay mare	20,00
To Cash same date	<u>20,00</u>
In all	\$ 1311,00

Strode & McClure
for debt

And which plea has Endorsed shown

Filed 25th Sept 1850

W. Johnson Clerk

And thereafter to-wit on the 23rd day of April in the year of our Lord one thousand eight hundred

and fifty one in being one of the days of the late April Term of said Court W^o 1851 the said Court then being in session at Woodstock aforesaid the following among other proceedings was had to wit:

51

Oliver A. Cross

James Dufield

Assumpsit

And now comes the

plaintiff by Pugh his attorney and the defendant by Strode ^{Counsel} McClure's ^{attorneys} eyes also come. And issue being joined it is therefore ordered that a Jury come. And thereupon come a Jury of good and lawful men to wit:

Rais Sperry

Sanford Haight

Stephen Howe

Jacob Schryver

John Bunker

W^o Pradway

Albert Chynberlain

Abram Goodwin

Quac Fitts

John H Pierce

George Bunker

Harley Hayne

who being severally empannelled and sworn well and truly to try the issue joined and having heard the evidence and arguments of counsel and instructions of the Court to the instructions of the Court of the said plaintiff ^{the defendant} excepts and also to the instructions of the said defendant the said plaintiff excepts they retire to consider upon their verdict. And thereafter they returned into Court and delivered the following verdict to wit: That the Jury find for the plaintiff and assess his damage at the sum of one hundred and sixty dollars. And thereupon Strode & McClure defendants attorneys moved the Court for a new trial herein.

The following are the instructions of the plaintiff to the jury in the above cause

By P^l

That unless the Jury believe from the evidence

Given

That the plaintiff in this Suit deliberately and distinctly admitted that he had ~~done~~ settled up with Osfield all matters involved in this case which settlement was agreed at the time to be in full of all demands then the Plaintiff is not out off from recovering for his work & labor not included in the settlement such amount as the Jury consider aproval and which said instruction has Endorsed thereon
Filed Apr 22nd 1851

J. H. Johnson Et

The following are the instructions of the defendant to the Jury in the above cause.

For first

Given

If the Jury believe from the Evidence that the plaintiff and defendant had a settlement which included all the claims of the plaintiff against the defendant accruing before that time and that the plaintiff agreed to wait for the payment of the ballance found his due on such settlement until the fall of 1851, the Verdict is for the Deft.

And which instruction has Endorsed thereon
Filed Apr 22nd 1851

J. H. Johnson Et

Instructions for Defendant

Given

If the Jury believe from the Evidence that the defendant took up the plaintiff when he was 10 or 12 years of age at the request and agreement of his mother with the defendant & that the boys father was dead to keep and provide for until he should become 21 years of age and that the defendant did it and provided well for him on his part & according to the agreement between the defendant and the Mother then the Verdict is for the defendant as to all claims of the plaintiff for labor against the defendant

before the plaintiff became 21 years of age
 And which said instruction has endorsed thereon
 Filed April 22nd 1851
 J. H. Johnson Clk

And thereafter to wit on the 25th day of April in the year
 of our Lord one thousand Eight hundred and fifty one
 the said Court being then in session at Woodstock
 aforesaid the said defendant filed the following reasons
 for a new trial

McHenry Circuit Court April Term AD 1851.

The defendant
 by his counsel comes and moves the Court now here
 for a new trial in this cause on the following grounds
 and for the following causes namely.

- 1 That the verdict of the Jury is contrary to law.
- 2 The verdict of the Jury is contrary to the Evidence.
- 3 That the verdict of the Jury is contrary to the manifest
 preponderance of the Evidence.
- 4 That the Jury erred in estimating the amount of the defendants
 indebtedness to the plaintiff as shown by the proof.
- 5 The misdirection of the Court to the Jury as to the law of
 the case given in the instruction asked by the plaintiffs
 counsel.
- 6 That the verdict of the Jury ought to be set aside of
 the error or mistake of the Jury in finding the verdict
 contrary to the weight of evidence.

7 That the Court misdirected the Jury on the Said of the Case
And which said paper has endorsed therein
Filed Apr 23rd 1857.

J. A. Johnson Clk,

And thereafter to wit on the 25th day of April in the year
of our Lord one thousand Eight hundred and fifty
one, said Court being then in Session at Newstock
aforesaid the following among other proceedings was had
to wit:

Oliver A. Cross

51

James Duffield

Assumpsit.

And now come the parties by
their respective attorneys and the Court
being fully advised on the motion for a new trial formerly
entered herein by the said defendant overrules the same
to the overruling of which motion of the said defendant
by the Court the said defendant by his counsel excepts.
It is therefore ordered and considered ^{by the Court} that the said plaintiff
have and recover of the said defendant the sum of one
hundred and sixty dollars his damages so assessed
as also his costs and charges herein expended and
that he have execution therefor. And thereupon the
said defendant prays an appeal herein which is granted
upon condition that he enter into an appeal bond in
the sum of five hundred dollars conditional according
to law with W^m H. Murphy and John McClure as
his securities within twenty days from the date hereof
and thereupon by the agreement of the parties the bill
of exceptions is to be settled herein on or before the
9 day of May next and thereupon on motion of plain-
tiff's counsel the Clerk ^{Court} certifies that the Clerk of this

Court tax in the bill of costs herein six witnesses on part of plaintiff

And thereafter to wit on the 13th day of May in the year of our Lord one thousand Eight hundred and fifty one the said defendant filed in the office of the Clerk of the Circuit Court of said County the following, his bill of exceptions which said bill is in the words and figures following to wit:

State of Illinois } vs. McHenry Circuit Court
McHenry County } April Term 1851.

E. A. Cross }
vs } Case on promises.
Arms Papild }

Be it remembered that the above entitled cause came on to be tried heard on the 23^d day of April AD 1851. Before the Hon Hugh Henderson Judge of the Eleventh Judicial Circuit of the ^{said} State of Illinois and a Jury when the plaintiff to sustain his cause of action introduced the following named witnesses who after being duly sworn gave the following testimony.

Gordon S. Beckley

Says that he is acquainted with the plaintiff, first saw him in the year 1833, at the house of the defn. Also saw him there in the winter of 1849 & 50. Knows that the plaintiff went to school one winter of 1838 & 9 and one summer in 1838 or more.

Cross Examined by defn.

Says that the defendant treated the plaintiff as a child not as a hired hand.

Simon Morse.

Says that he knows the parties. Saw the plaintiff frequently at the house of the defendant. Saw him at work at different times at defts in the years 1839 & 1840. Saw him occasionally working at farm work. Saw him occasionally from that time until a year ago, had a conversation with deft in the year 1841 about the plaintiff work. The defendant said that he had the plaintiff was a good boy that he calculated to keep him till he was 21 years of age and calculated to do a good part by him. Said that the plaintiff's Mother sent him to the defendant to raise him until he was 21 years of age.

Cross Examined by deft

Says that plaintiff was treated as a child by the defendant

Wm Ormsby

Says that he knows the parties, talked with the defendant about the plaintiff about a year and a half or two years ago at the School House. Witness asked the defendant if he expected the plaintiff home from Wisconsin He said he did. Witness remarked to deft that plaintiff was rather a light hand, and that witness presumed that deft did not want to put much on him. Dft replied that he was no good a hand as he could hire. When this conversation took place plaintiff had gone to see his mother, it was in 1839. has known the plaintiff at defts house about ten years or more. lives a little over half a mile from defts.

Cross Examined by deft.

Says that deft used plaintiff as well as he did his own children, knows that he went to school some dont know how long.

Says that he first saw the plaintiff at the defts house in June 1844 considered the plaintiff a good and faithful hand, but worked more like the defendants child than like a hired hand. The plaintiff must have been about 17 in the summer of 1844 the winter after I first saw him plaintiff went to school pretty steady. Thinks plaintiff worked through the summer of 1844 was worth eight dollars per month. The summer of 1845 labor was worth nine dollars per month for 8 or 9 months in 1846 worth \$10. per month for 8 or 9 months and did work enough to pay for his board and clothing in winter. lived half a mile from defts house.

Cross Examined by defts

Says plaintiff went to school in the winter of 1844 & 45 came in the 1845 and to that plaintiff had the privileges of going & visiting in the neighborhood as defendants own son. would have had said that when he is acquainted it was customary when a man takes boy to house. as the defendant did the plaintiff was to give him \$100 in money or a horse saddle and bridle worth \$100 when he was 21 years old. if he did give \$100 it was called doing well by the boy. if not it was not called doing well by him.

Recalled by the plaintiff

Says that Boys work from Nov 13 to 14 or 15 was worth the board and cloths & schooling from 15 to 17 worth summer months he \$7 per month.

Robert Schuyler

Says he lives one half mile from defts has seen plaintiff work for the defendant witness came to the county in March 1845 had a conversation with the defendant about the work of the plaintiff in February

11 March 1849. The defendant spoke frequently of the plaintiff who was then absent and that he the defendant would rather have the plaintiff than the hired man. That deft then had the witness said to the defendant that he would rather have the defendants hired man than the plaintiff the defendant replied that the plaintiff was better with a team and knew all about his work. he did not have to look after him. Hands were worth from \$10 to \$12^{dollars} per month in 1847, 809

Cross Examined by Deft.

Says that he considered that the plaintiff had more privileges in going & coming when he pleased than a hired man in 1848 at Election. Saw plaintiff was of age & voted at Presidential Election in that year plaintiff left deft in February 1849 & returned some time in May or June the same year saw the plaintiff the night before he left. Saw the horse that deft let the plaintiff have, was a good one but had been foundered it was a gray mare. Understood the plaintiff disposed of the mare while absent for land 160 acres and gave \$40 in addition for land. it was called boys horse. he got it of the deft he understood plaintiff was to have a horse when he was up

John Hunter

Gives three quarters of a mile from deft's house known to the plaintiff about 6 years has seen the plaintiff on the deft's premises some in every year since first saw him was a good hand his witnesses got \$13 per month in 1839. he heard the deft say in a conversation with him some time in February or March 1850 in speaking of some land which he had in Sec 12 land if Ocha did not take the North 80 it would be for sale witness told him it was mostly slough. he replied that a cross the slough 10 or 50 acres of it was good valuable land.

The defendants witnesses were then sworn and testified as follows.

W. C. Oufield.

Says that on Saturday the 6th day of September 1850 ^{or last} the plaintiff came to his house & said he was going to Galena and from thence to Iowa and that he would buy a note on the witness which witness had expected to owe M^cIntire & which was due in about one month after that time that the plaintiff proposed that if witness would pay him \$15 or \$20 on said note he would wait on him for the remainder until October 1851 the amount of the M^cIntire note was about \$62.50 cts. the plaintiff said that him and the defn had settled and that defn owed him \$10 or \$15 and he was to pay him in the fall of 1851 and as he had to return or send after the money that defn owed him if witness would pay him the \$15 or \$20 he could wait on witness for remainder of M^cIntire note the witness agreed with plaintiff to pay him \$15 or \$20 on said note the plaintiff returned on the ninth day of September 1850 with the M^cIntire note witness paid him \$15 and expected his note payable on the first of October 1851 and lifted the M^cIntire note
Cross Examined by Plaintiff!

Plaintiff did not say what had been settled whether all the affairs or not did not know whether plaintiff said was \$70 or \$75, which was due understood the settlement took place a few days before conversation.

Dwight Smith

Says that plaintiff told him about the first of last September the 6 or 7 that he had settled with the defendant and that the defendant was not to pay him till next fall

That he had sold or traded the Longman for \$140
He is not positive of the amount that the plaintiff said
the debt was to pay on settlement. Somewhere about
\$70 and that plaintiff said he was going to ^{leave} ~~bring~~ the
mstr work. Knows that the plaintiff got from the debt a two
year old colt worth \$50. Plaintiff said the debt had
let him have the colt & did not know what he would
charge him for it.

Cross Examined by plaintiff.

Says that he did not tell
Christina Hartlett that he would not swear that plaintiff
told him that he & defendant had settled because they
had not settled. did not say that anything had been
settled or what had been settled.

James Terbut

States that the plaintiff said in his presence
last of August or first of September last that he & could
the defendant had settled and that the debt owed him
in the neighborhood of \$100 dont recollect exactly amount
The plaintiff came to his, witnesses fathers to buy a buggy
of Siddles. Siddles wished to know if plaintiff could not
get debt to sign a note with him. plaintiff replied no
He did not care or ~~get~~ about debt knowing anything
about his trade. That debt was to pay him some money
with fall and he could not pay down for Buggy. He
was out of money then.

Cross Examined,

Did not say what was settled.

George Bennett

Says that he saw the plaintiff the night
before he sent the defendant at Robt Jones said that
debt had paid him \$20 on last work that he had done
for debt.

Cross Examined by plaintiff.

Says that plaintiff said in same conversation that debt had not settled with him for 15 months ^{work} before he went to this cousin. Isaac Seryver was present at conversation

McKulup

Knows the plaintiff and debt. plaintiff was a small boy when he went to debt and was to stay at debt until he was 21 as he understood from the parties they debt treated plaintiff more like a child than a hired man. Knows the Grey mare the defendant let the plaintiff have offered the defendant \$100 for her in cash 9 or 10 months before plaintiff left defendant. Understood plaintiff was 21 years of age in the latter part of 1848 the debt furnished the plaintiff with boarding clothing & schooling till he was grown up. Knows that some of his clothing was made in debt's family.

C. McButton

Taught School in 1843 & 1844. Pltff came to School both winters debt district in 1845 & 1846 plaintiff came to school both winters and attended school more or less since. first saw plaintiff 7 years ago ^{evening} coming my way. Debt always treated plff as one of his family

C. Smith

Taught School in 1843 & 1844 pltff came to school to him both winters. Taught again in debt district in 1846 & 7 plaintiff came. Perkins taught there in 1847 & 8 plaintiff came again

Isaac Dadd

States that plaintiff told him that he had sold the grey mare & saddle for \$140. that plaintiff

told me one year ago last June. Knows when plaintiff first came to defts to live, don't recollect the year he was a small boy has seen boys 10 years old larger don't know how old he was, he was treated by defts like a man would treat his own child.

Albert Squire

Has known the pl^tff about 4 years seen him at defts was of age in 1848. in 1848 he complained of being unwell he could not do good work. He worked in the harvest. Knows that after he went to Wisconsin he was at defts he was treated like child by defts.

Mrs Sabina Clefield.

Heard plaintiff say that he had had a settlement with James Clefield and that defendant owed him \$15. did not expect all to pay then. Expected 15 or 20 or 25 dollars. This was on Saturday the 6th of September 1850 the reason she remembered the day was her child died on the 3rd September 1850. her husband paid him \$15 dollars on the McIntire note and gave him note for the remainder payable first of October 1851. Payment made & note given, three or four days after 6th Sept 1850 plaintiff said on 6th of Sept he should have to be back or send them for what defts owed him. plaintiff said had agreed to wait till next fall to get his pay from defts but he expected to get 15, 20 or 25 dollars, did not know which before he left.

Cross Examined by plaintiff.

Says did not say that he could not wait, plaintiff did not say what had been settled. Witness understood settlement took place a few days before ^{partly} ~~is~~ ^{partly} ~~is~~ that conversation was on Saturday 6th Sept 1850. Don't know whether it was 15 20 or 25 \$ he was to get.

Plaintiff's Rebutting Evidence

Israel Sengou

Says he was present at conversation between Geo Bennett, and Cross at Robert Grims heard Cross say something about Defuda & him looking over their accounts for work done since he came from Wisconsin and that deft owed him \$75 for work done since plaintiff returned from Wisconsin dont recollect that plaintiff said he had agreed to wait till next fall. Deft wanted him to wait till next fall. Said at some time they had not settled for 14 months before he went to Wisconsin knows Cross said that he got a colic from the deft this Spring a year ago.

Miss Christina Herriott

Says she had a conversation with Dwight Smith last fall at Mr Wilsons house with respect to what he Dwight Smith said he would swear to on this trial. he said he could not swear the plaintiff told him he had any settlement with deft. for plaintiff had not told him so. Dwight Smith said he would not swear that Cross said that he & deft ^{had} settled because they had not.

Cross Examined

Says she had conversation with Robert Cron as to what she knew.

Geo Bennett Recalled by plaintiff

Says he has been acquainted with the plaintiff 6 years that in winter of 1844 plaintiff was at school study was at school some time afterwards thinks plaintiff worked well, was sick some one full and had other sick spells. plff told him in times he was 24 years old, could

de^{above} as much work as witness. Has good hand
Robert Ferguson

Worked at depts house in August 1848
dont recollect whether house was finished in 1849. he worked
between 2 & 300 days at Ferris works the fall election 1848
1st of winter before Presidential election 1848
was 21. Didnt see plaintiff in may 1844 not certain
but thinks deft told him Cross was 21 in 1847
Arighs Smith recalled by Deft

Says he had no
conversation with Mrs Christina Hartlett on the
subject of what he would swear to, as to Cross' ad-
missions as testified to by her on this trial.

The foregoing was all the evidence given on the trial
of the above entitled cause.

The following instructions were then asked for by the
plaintiff Howie.

That unless the Jury believe from the evidence that
the plaintiff in this suit deliberately and distinctly
admitted that he had settled up with Deffield all
matters involved in this case which settlement was
agreed at the time to be in full of all demands
then the plaintiff is not cut off from recovering
for his work and labor not included in the settlement
such amount as the Jury considers proper.

Which instruction was given by the Court to which
opinion of the Court in giving said instruction
the deft ~~advised~~ by his counsel Except after which
the Jury retired to consider of their verdict and
afterwards returned into court the following verdict
which is in the words and figures following to wit

Eliza A. Cross

James Deffield

That the Jury find for the
plaintiff and assess the

damages at one hundred and fifty dollars (\$150)
 Isaac Fells

January
 On the rendering of which verdict the dist by his
 counsel entered a motion for a new trial, and
 filed the reasons of which the following is a copy
 except the fourth which is abandoned
 McHenry Circuit Court April Term A.D. 1851.

James Duffield

aid & app
 E. A. Cross

} The defendant by his counsel came
 and moves the Court now here
 for a new trial in this cause
 on the following grounds and for the following causes
 namely (except No 4 abandoned)

- 1 That the verdict of the Jury is contrary to law
- 2 That the verdict of the Jury is contrary to the evidence
- 3 That the verdict of the Jury is contrary to the manifest
 preponderance of the evidence
- 4 Abandoned
- 5 That the Jury erred in estimating the amount
 of the defendants indebtedness to the plaintiff as
 shown by the proof
- 6 That the instruction of the Court to the Jury as to
 the law of the case given in the instructions asked
 by the plaintiffs counsel

7. That the finding of a Jury ought to be set aside on account of the error or mistake of the Jury in finding the verdict contrary to the weight of Evidence.

Which after ~~the~~ argument &c the Court overruled the motion for a new trial and rendered Judgment on the verdict to which opinion of the Court in overruling said motion & in rendering said Judgment the deft by his counsel excepts and prays that this his bill of exceptions may be signed sealed and made a part of the record which is accordingly done

Hugh Henderson (Seal)
Judge of the 11th Judicial
Circuit of the State of Illinois

Agreed to by Counsel } D. C. Bush for Plaintiff
 } C. McClure for deft

Which said Bill of Exceptions has Endorsed thereon
Filed May 13th 1851.

J. H. Johnson ctk

And thereupon to wit on the 5th day of May A.D. 1851
the defendant filed his appeal bond herein which is
in the words and figures following to wit:

Know all men by these presents that we James Clufield
Principal and John McClure and William H. Murphy
Securities of the County of McHenry and State of Illinois
are held and firmly bound unto Elisha A. Cross of
the same County and State in the penal Sum of five
hundred dollars which payment well and truly to be
made we and each of us bind ourselves our heirs
Executors Administrators and assigns jointly jointly
and severally by these presents

Witness our hands and seals this fifth day of May A.D. 1851

The condition of the above obligation is such that whereas the above named Elisha Cross on the twenty fifth day of April A.D. 1851 received a judgement against the above bounden James Dufield in the Circuit Court of said County for the sum of one hundred and sixty dollars and costs of suit from which judgement of the said Circuit Court the said James Dufield has taken an appeal to the Supreme Court of the State of Illinois.

Now if the said James Dufield shall prosecute his said appeal to effect and shall pay and satisfy the judgement costs interest and damages in case the said judgement shall be affirmed in the said Supreme Court then the above obligation to be void otherwise to remain in full force and virtue.

Taken & entered into before me as my office this fifth day of May A.D. 1851

James Dufield Seal
John McClary Seal
Wm H Murphy Seal

J. H. Johnson Clerk

Which said Appeal Bond has endorsed thereon Filed May 5th 1851

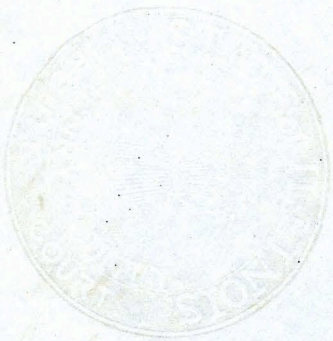
J. H. Johnson Clk

Date 5/5/51

State of Illinois }
McClary County } I the undersigned Clerk
of the Circuit Court in
and for the said County
in the State aforesaid do hereby certify that the
 foregoing is a true and perfect Copy of the
Mural and proceedings in the above entitled
Cause as this office.

Witness Joel H. Johnson
Clerk of our said Court and
the Seal thereof at Woodstock
in said County this 5th day of
June A.D. 1857

Joel H. Johnson
Clerk



State of Ill. - ss

Supreme Court - Northern Grand Div.

June Term - A. D. - 1851 -

James Duffield } appeal from McHenry
vs }
Elisha A. Croft }

And now comes the said James Duffield by his attorney J. L. Dickey and says that in the rendition of judgment in the said cause and in the proceedings therein and the record thereof now brought before the court here - there is error

And the said James Duffield shows to the court here and assigns upon the said record the following errors viz;

1st The said circuit court of McHenry County erred in over-ruling the motion of said James Duffield for a new trial

2nd The court, in ~~refusing~~ the giving the instruction set out in the bill of exceptions - & prayed for by said E. A. Croft

3rd The court erred in rendering judgment in favor of said Elisha A. Croft & against said James Duffield

Wherefore for the errors aforesaid said James Duffield prays that said judgment may be reversed &c and this he is ready to verify.

J. L. Dickey atty
for appellant -

71-51811

Clk Henry County
Supreme Ct
June Term AD 1857

W. C. Upfield In
v. Error
Cross

Filed June 9. 1857.
L. Seland Clk.

67
14
467
67
11390

Sumo 646
Cut 25
Paid \$671

James Dupield

June Term 1854.

Elisha A. Cross

Appeal from McHenry.

Applus. costs-

Appra. 25,	fil. & cert. joins 30,	Bill of costs 25,	Copy 25,	1.05
cert. & seal 25,	fil. & Dr. 15,	Supp. cert. 10,	Dr. for 125,	2.00
			Satspr. 25,	<u>3.05</u>
			Aut. \$	

State of Illinois, ss.

Supreme Court—Third Grand Division, at Ottawa:

The People of the State of Illinois to the Sheriff of *McHenry* County---Greeting:

WE COMMAND YOU, that of the goods and chattels, lands and tenements of _____

Elisha A Cross _____ you cause to be made the sum of *three* _____ dollars and *five* _____

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 *fourteenth* day of *July* _____ A. D. 18 57,

L. Leland Clerk of the Supreme Court.
By *P. K. Leland* Deputy.

James Dufield
vs.
Elisha A. Cropp.

Fee Bill \$3,05-

Received July the 19th
AD 1857 at 100 Eldon Hill
John Brink
Sheriff

Returned satisfied
in full by Cash paid
August 25th 1857

Received my fee in full
John Brink
Sheriff

Filed Aug. 29. 1857.
J. Island Clerk
By P. K. Island
Deputy.

STATE OF ILLINOIS, ss.

Supreme Court, Third Grand Division, at Ottawa:

The People of the State of Illinois, to the Sheriff of *M^c. Henry* County---Greeting:

We Command You, That of the goods and chattels, lands and tenements, and real estate of *Elisha A Crop*

you cause to be made the sum of *fourteen* Dollars and *one* Cent, costs in the said Supreme Court, which

James Dufield

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 *fourteenth* day of *July*, in the Year of our Lord One Thousand Eight Hundred and Fifty-*one*.

L. Leland Clerk of the Supreme Court.
By *P. K. Leland* Deputy.

James Dufield
vs
Elisha A. Cropp,

Execution.

Bill of Costs \$14,01
Fees Bill 3,05
Amt. \$17,06

Executed July the 19th
AD 1857 at 10 Clock AM

John Brink
Sheriff

Returned & satisfied in
full by Cash Paid August
25th 1857, and received
my pay in full

John Brink
Sheriff

Filed Aug. 29. 1857.

L. Island Clerk
By P. K. Island Depy.