

No. 12885

Supreme Court of Illinois

Knox County

vs.

Arms

71641  7

CEPHAS ARMS, } STATE OF ILLINOIS,
vs. } IN THE SUPREME COURT,
 KNOX COUNTY, } APRIL TERM, A. D., 1859.

ERROR TO KNOX.

A B S T R A C T .

- I. This was an Appeal from the Board of Supervisors of Knox County, upon said Board's refusing to allow the Clerk of the Circuit Court for the printing of blanks for the use of his office, and was tried in the Circuit Court of Knox County before a Jury, at the October Term, A. D., 1857. Verdict and judgment for Plaintiff. Motion for a new trial by Defendants overruled.

CEPHAS ARMS, }
vs. } APPEAL.
 KNOX COUNTY. }

Be it remembered, that on the 3d day of February, A. D., 1858, Defendants filed the following Bill of Exceptions :

STATE OF ILLINOIS, }
 COUNTY OF KNOX, } ss.

KNOX CIRCUIT COURT,
 OCTOBER TERM, A. D., 1857, }

CEPHAS ARMS, }
vs. } APPEAL.
 KNOX COUNTY. }

- II. Be it remembered, that this cause was called for trial at said term of said Court, and a Jury duly empanelled and sworn to try said cause: Whereupon it was then and there agreed by the Plaintiff and Defendants, as evidence for the Jury, that the articles charged in the Bill of the Plaintiff, filed in said cause to said County, were procured by the Plaintiff and paid for by him, and that the amounts of blanks charged in said Plaintiff's Bill to said County, were printed for him for the use of the Clerk's Office of the Circuit Court of said County, which account is as follows :

KNOX COUNTY,

To C. ARMS,

Dr.

April 25th, 1857, To 38 bush. coal used in my office, P \$4 95
 June 20th, " " Cash paid John S. Winter for Blanks printed for and used in my office for Court

purposes, as follows :

III.	To 2 quires Capiases, at \$1,50 per quire,	3 00
	" " " Summons, " " " "	3 00
	" 4 " " " " " "	6 00
	" 2 " " " \$1,00 " " "	2 00
	" " " Attachments for witnesses at \$1,50 per quire,	3 00
	" 4 " Supersedeas " 1,00 " " "	4 00
	" 4 " Forthwith Capias, " 1,50 " " "	6 00
	" 2 " Capias for Clerk, " 1,00 " " "	2 00
	" 4 " Summons for G. Jurors, " 1,00 " " "	4 00
	" 4 " Writs Attachment, " 1,50 " " "	6 00
	" 2 " Capias ad. respondendum, " 1,50 " " "	3 00
	" 1 " Wit. Certificates, " 1,00 " " "	1 00
	" 6 " Fee Bills and Executions, " 1,50 " " "	9 00
	" 4 " Fi. Fas, " 1,00 " " "	4 00
	" 8 " Witnesses' Affidavits,	10 00
	" Printing 6 Alphabets for Cases,	P 75
	June 22d, 1857, To 2 quires Procedendoes at 1,00 per quire,	2 00
	" 4 " Transcript executions at 1,50 per quire,	6 00
	July 27th, 1857, " Cash paid C. Evans for work and material on case in office,	P 8 61
	" 1 Deed Record pr Charles Sonne, as per bill,	P 15 50
	" Fees in Criminal Cases as pr Statute for 1857,	P 40 00
	" 1 Bottle Ink,	P 75
		\$144 56

The above Bill is correct.

C. ARMS, Clerk.

The Plaintiff, to maintain the issue on his part, called as a witness Dr. Pollock, was sworn and testified as follows: That he had been Clerk of the Circuit Court of Henderson county, Illinois, for sixteen years; have been in Knox county for last five or six terms of Knox Court assisting the Circuit Clerk; necessarily know the amount and kind of blanks required to do the business of the office; and then proposed to prove by said Pollock, that the said blanks in said Bill of the Plaintiff were necessary to do the business of said Circuit Court of Knox county, and asked the said witness the following question: Are the blanks charged in the Bill of Plaintiff necessary for the Clerk in order to do the business of the Court? to the answering of which question the Def'ts then and there objected. Court overruled objection and permitted witness to answer the question. To the overruling of the objection, and permitting witness to testify, the Defendants objected and excepted. The witness then testified: I have assisted the Clerk of Knox Circuit Court for five or six last terms; that the said blanks in said Bill of Plaintiff's are necessary for said

Clerk; in order to transact the business of the office it is necessary that the Clerk should be furnished with blanks, and he could not do the business of the office without them; the saving of paper in getting blanks would more than pay for blanks or printing of blanks; one man with blanks can perform more than ten men without blanks; there are four hundred and eighty-nine cases on the Docket of Knox Circuit Court at the present Term.

To the giving of all the evidence of the said Pollock before the witness testified to the Jury, the Defendants objected then and there, and the Court overruled the objection and permitted said witness to testify, the said Defendants then and there objected and excepted.

The said witness was then cross examined by the Defendants and testified, that a man could write out from twenty to fifty Subpœnas in a day and Summones about the same number; that it would take five clerks to do the business of Knox county without printed blanks.

- V. The Plaintiff then offered the account and attached report of the committee appointed by the Board of Supervisors of Knox county, Illinois, to whom the Bill of said Plaintiff was referred by said Board of Supervisors, which is the same Bill referred to filed in this cause, with the said report attached. It was admitted by the parties before the Jury, that Plaintiff bought and paid for the blanks that was charged in his ^{Declar}account for his use as Circuit Clerk of Knox county, Illinois, and that the quantity₄ was reasonable.

The said Defendants, to maintain the issue on their part, then called Zelotes Cooly, the Clerk of the County Court of Knox county, Illinois, with the records of the proceedings of the Board of Supervisors of said county. Said Cooly was sworn to testify in said cause, and testified that he was Clerk of the County Court of said county, and that as Clerk of the County Court of said county had the records of the proceedings of Board of Supervisors of said county in his possession, and that they were a part of the records of his office, and that he had the records of the proceedings of the Board of Supervisors of said Knox county in relation to the account of said Plaintiff sued on in this action, and that the book he had with him contained the proceedings of said Board of Supervisors, in relation to said account.

- VI. The Defendants offered and proposed to offer in evidence the record of the proceedings of said Board of Supervisors of said county in relation to the account of said Plaintiff sued on in this action, from which proceedings and decision the said appeal was taken to this Court, and to show what items of said account were allowed by said Board of Supervisors of said Knox county, and what items they refused to allow said Clerk. To the giving in evidence of said record the Plaintiff by his counsel then and there objected, and the Court sustained said objection, and refused to let Defendants introduce said record and evidence to the Jury. The Defendants then and there objected and excepted to the decision of said Court.

Which said Record is in the words and figures following:

STATE OF ILLINOIS, }
KNOX COUNTY.

BOARD OF SUPERVISORS, }
September Meeting, A. D., 1857. }

Sept. 16th. C. Arms' bill for stationery for Circuit Clerk's Office was, on motion, referred to a committee of three, to wit: Messrs. Lane, Stukey, Gale.

Sept. 17th. Report of committee to whom was referred the bill of account of C. Arms, Circuit Clerk of the County of Knox, recommending the full payment of VII. all the items in said bill opposite to which the letter P is prefixed; on all other items for blanks in said bill the committee recommend the payment of twenty-five cents per quire on the aggregate of paper used in the printing of said blanks.

W. J. LANE, *Chairman.*

When, on motion, the report of the committee was received and the committee discharged, and the recommendation of the committee concurred in by the Board, and an allowance of seventy-nine 11-100 dollars as per estimate of the said bill, for which amount allowed the Clerk is ordered to issue an order on the Treasurer to said Arms.

STATE OF ILLINOIS, } ss.
KNOX COUNTY,

I, Z. Cooley, Clerk of the County Court, and also of the Board of Supervisors of the county aforesaid, certify that the foregoing is a true and full copy from the record of the said Board as far as the same relates to the foregoing case.

In testimony whereof I have hereunto subscribed my name, and affixed the Seal of said Court, this 24th day of September, A. D., 1857.

{ SEAL }

ZELOTES COOLEY, *Clerk.*

VIII The above was all the evidence in the case.

The Plaintiff then asked the following instructions, which the Court gave to Jury:

IX. 1. The Jury are instructed that if they believe from the evidence, that the articles charged for in the Plaintiff's account were purchased and furnished by the Plaintiff as the Clerk of the Circuit Court of Knox county for use in his office, and that the quantity charged for is reasonable in amount, and that the articles charged for and embraced in said account were necessary for the Clerk in the performance of the duties of his office, that then the Plaintiff is entitled to recover so much as said articles are reasonably worth.

2. The Jury is instructed that blanks are stationery within the meaning of the statute.

To the giving of said instructions the Defendants then and there objected and excepted.

The Defendants asked the following instructions:

1. That if the Jury believe from the evidence, that the Supervisors of Knox County allowed the Plaintiff for all the items in his bill except for the printing of blanks, and passed an order for the payment of the same to said Plaintiff, the Jury will only find a verdict for the amount of said bill which the Supervisors refused to allow, if they believe the same was necessary stationery for the use of said office.

2. If the Jury believe from the evidence, that the Supervisors of Knox county allowed the bill of the Plaintiff with the exception of the printed blanks, and that Plaintiff, as Clerk of said Court, gets a fee by statute for said writs from the parties to suits, they will find for the Defendants.

- X. Which said instructions so asked by Defendants the Court refused to give, and the Defendants then and there objected and excepted to decision of Court in refusing such instructions.

Whereupon the Jury retired to consider of their verdict, and returned to the Court the following verdict:

"We the Jury find the issues for the Plaintiff, and assess his damages for \$144.56."
 AMOS WARD, *Foreman*.

Upon the return into Court with said verdict by Jury, the Defendants moved the Court for a new trial for the following reasons.

STATE OF ILLINOIS, }
 KNOX COUNTY, } ss.

KNOX CIRCUIT COURT, }
 OCTOBER TERM, A. D., 1857, }

CEPHAS ARMS, }
 vs. } APPEAL.
 KNOX COUNTY. }

The said Defendants come and move the Court for a new trial in this cause for following reasons:

- 1st. Because the Court admitted improper evidence on the part of Plaintiff.
- 2d. Because Court refused Defendants to give in evidence the record of the proceedings of Supervisors relating to said account sued on, and other proper evidence
- XI. 3d. Because the verdict is for too large a sum.
- 4th. Because Court gave erroneous instructions on part of Plaintiff.
- 5th. Because Court refused to instruct for Defendants as asked.
- 6th. Because verdict is against law and evidence.
- 7th. Because suit ought to have been brought in name of Supervisors instead of Knox Co., and verdict is void.
- 8th. Because county is not liable in law for blanks used in Clerk's office that Clerk gets fee for by statute.

TYLER & SANFORD, *Att'ys for Def'ts*.

Whereupon the Court overruled motion for new trial and rendered judgment on verdict for amount of verdict and costs of suit. To overruling of said motion for new trial and the rendering of said judgment Defendants objected and excepted. To all of which said opinions and decisions Defendants except severally, and pray Court to sign and seal this Bill of Exceptions, and make it a part of the record in this cause, which is done.

JOHN S. THOMPSON, {SEAL} Judge.

XII. And the Court caused the following order to be entered in this cause of record, which is as follows:

CEPHAS ARMS, }
 ^{vs.} } APPEAL.
 KNOX COUNTY. }

This day came the parties and their Attornies, and issue being joined for trial, put themselves upon the country, thereupon came a Jury, J. C. Rieer, and others, who being duly sworn to try the issue joined, after hearing the evidence and argument of counsel upon their oaths do say, We, the Jury, find the issues for Plaintiff, and assess his damages for One Hundred and Forty-Four Dollars and Fifty-Six cents; thereupon came Defendants and moved the Court for a new trial, and afterwards, during the same Term of Court, on the 7th day of November, A. D., 1857, the Court made the following order:

CEPHAS ARMS, }
 ^{vs.} } APPEAL.
 KNOX COUNTY, }

This day again came on this cause for hearing on Defendants' motion for new trial, XIII. and after being advised in the premises, it is ordered by the Court that the motion be overruled, Therefore it is considered by the Court that Plaintiff recover of Defendants, the sum of one hundred and forty-four dollars and fifty-six cents, the amount so assessed by the Jury aforesaid, together with his costs by him in this suit expended, and may have Execution therefor, and that the Defendants have 90 days to file their Bill of Exceptions.

STATE OF ILLINOIS, }
 KNOX COUNTY, } ss.

I, Cephas Arms, Clerk of the Circuit Court within and for the county and State aforesaid, do hereby certify that the foregoing contains a full, true and complete copy of the record, proceedings and papers on file in said cause, as appears from the records and files of my office.

{SEAL}

Given under my hand and the seal of said Court at Knoxville, this 18th day of May, A. D., 1858.

C. ARMS, *Clerk.*

It is stipulated in this cause that the record need not be filed in the Supreme Court for the April Term, A. D., 1858, but may be filed for the succeeding Term without prejudice to the appeal, but don't admit there is any appeal.

DOUGLASS & CRAIG, *for Plaintiff.*
 TYLER & SANFORD, *for Defendants.*

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Kane Co
as
Arms
Abstract

Exd
app

KNOX COUNTY, }
 ^{vs.} }
CEPHAS ARMS, } SUPREME COURT,
 APRIL TERM, A. D., 1859.
 ERROR FROM KNOX.

Brief and Authorities for Defendant in Error.

The Plaintiff in Error is liable for the items sued for and recovered in this action.
Revised Statutes 1845, page 250, Sec. 32; 16th Illinois, 312.

The Circuit Court had jurisdiction of the person and subject matter of this suit.
Randolph Co. *v.* Rolls, 18 Illinois, 31; Allen *v.* Bilcher, 3 Gilman, 594.

DOUGLASS & CRAIG, *Atty's for Defendant in Error.*

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Thur County
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Cephus Arins

by the Brief.

Filed April 18. 1839
L. K. Leonard
Clerk

KNOX COUNTY, }
vs. } SUPREME COURT,
CEPHAS ARMS, } APRIL TERM, A. D., 1859.
ERROR FROM KNOX.

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Scots 509
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DOUGLASS & CRAIG, *Atty's for Defendant in Error.*

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Hux County

Cephas Arms

Depts Brief

Filed April 18, 1859

L. Beland
Clerk

Ophus Ames }
Knox County } Supreme Court April
Term A.D. 1857

This Suit was brought to recover
for Blanks & Materials furnished
by him as Clerk of the Cir
cuit Court of Knox County for use
in his office

- 1 This case involves the Construction
of Section 32 page 280, of Revised
Statutes -
- 2 In the Construction of this Statute
the intent of the Legislature and the
objects to be subserved are to be
looked at,
- 3 The Statute is in general terms
and in the Language of the office
in the Case of De Hall Co. & the
more in things must necessa
rily be implied. The County
is bound to furnish all things
necessary to the convenient and
speedy dispatch of legal business
H. Munro 32

4 The County is bound to furnish
the office in all respects with
all things necessary for use in
the same. He Aldin's 312
Rev Statute, 280 & 32

5 The word Stationery is sufficiently
comprehensive to cover the bill
for ~~Printed~~ blanks. This must
be reasonably construed & if so con-
strued that kind of stationery
must be furnished that the
demands business of the office
require -

6 It is insisted that the Clerk
must furnish the printing if
necessary. There is no statute
law that requires him to do
so if not then where is the ob-
ligation required he is either
bound to furnish the printing if the
office requires it or the County is
bound to do so

7 The Clerk is only bound to furnish
his own services & the evidence
shows that the business of the
Court of this County could not

be done without printed blanks
will it be said that suitors and
the Court when sitting shall
be delayed & the wheels of justice
stopped for the purpose of allow-
ing the Clerk time to write out
the necessary process to bring
parties & witnesses before the
Court. 16 Minn's 312

8 In express terms the County by the
Statute is to furnish Stationery necessary
for the Circuit Courts. If it is
that kind of Stationery that the business
of the office requires & whether the
Article required is strictly Stationery
or comprehended in the Court book
need signify of the time
or not. 16 Minn's 312.

Rev. Statute, 1848 page 280

9 The office is to be furnished with
everything necessary for the con-
venient & comfortable & speedy
dispatch of the business of the
office whether the Article needed
is comprised in Blanks, Paper, Coal,
lights, pens or penholders or any
thing else. 16 Minn's 312

10 It is insisted that the Court
erred in refusing in evidence the
record of the proceedings of the
board of Supervisors - The Board
had no jurisdiction therefore
whatever the Board did was
of no binding force against
the Plaintiff. To the extent of
whatever sum they allowed
the County might be bound
but the Plaintiff was not
bound unless he accepted the
same sum allowed.

18 Illinois 30.

11 It cannot be insisted that
the Circuit Court had not
jurisdiction because by Rev.
Statutes 132 Sec 18 It had
jurisdiction of the subject mat-
ter & the defendant appeared
without objection without objec-
tion & that gave the Court
jurisdiction of the sum.

18 Illinois 30
Rev. Statutes 132 Sec. 18

12 It cannot now be insisted
that the suit should have been

instituted against the board
of Supervisors instead of against
the County by name. If the
suit had been commenced in
the Circuit Court that objection of
totten in apt time would have
been available but a mis
nomer cannot be taken ad
vantage of after trial and
judgment.

- 13 It is insisted that the Clerk cannot
claim pay for necessary blanks fur
nished because by statute he gets a fee
for issuing the same. It is a suffi
cient answer to this to say that
the fee he gets for issuing is for
his official signature & seal of
the Court & the fee is the same whether
written or printed. It cannot be
said that the fee is for the writing
or printing because the written or
printed blank is of no force without
seal & signature. It might as well
be said that he shall furnish the
the Chairs & sit in as it is unnecessary
to the County whether he sits or stands &
because he gets pay for sitting or
lights because he gets paid for
the use of the light & indemnity.

14 It is insisted that the judgment
is void because execution is a
warded. It is sufficient an
now to this to say, that so much
of the judgment as awarded execu-
tion is surplusage. The Court
could under judgment for
the recovery
H. Minors 30.

Douglas & Co. vs
Atty's for deft in error

1833
Cyprian. Armes,
2
Wm. C. C. C.
Argument

Filed April 18, 1833
L. Leland
Clerk

CEPHAS ARMS, } IN THE SUPREME COURT,
 vs.
 KNOX COUNTY. } APRIL TERM, A. D., 1859.

I. The Defendants' brief of authorities in said cause :

A County is not liable for blanks procured by a Circuit Clerk for use in his office, when the Statute gives a fee to the Clerk for issuing the writs or processes for which said blanks are used. Revised Statutes of 1845, Page 240, 241. Purple's Statutes, Part 1st, P. 568.

II. The Blanks charged in the Plaintiff's Bill in this suit, are not "*articles of Stationery necessary*" for the "Court" within the meaning of the 32d section of chapter 41 of the Revised Statutes of 1845 in relation to "*fees and salaries*." The intention of the Legislature in the passage of this Statute was that the county should provide for the office and the Court the necessary articles of stationery for the use of the Court and the public, for which the Clerk of the Circuit Court by law did not get any fee for issuing. Revised Statutes of 1845, Page 250. Board of Supervisors of De Kalb County vs. Beveridge, 16 Ill. 312.

III. The word "*Stationery*" used in the Statute is to be taken in the construction of this Statute in its common acceptation, and in such sense it does not include "*Blanks*." Webster's Unabridged Dictionary, under the words *Stationery* and *Stationer*. 1st Kent Com. 4th Edition, Page 462.

IV. The Circuit Court cannot render Judgment and order an Execution against a County. Randolph County vs. Ralls, 18 Ill. 29. Revised Statutes of 1845, Page 133, Sect. 20. X

V. The record of the proceedings of the Board of Supervisors showing what the action of the Board was upon the account of the Plaintiff, the amount allowed the Plaintiff and what on, and the issuing of an order for the amount to the Plaintiff, as the law required, was proper evidence for the consideration of the Jury. Randolph County vs. Ralls, 18 Ill. 29. Revised Statutes of 1845, Page 133, Sect. 20.

VI. And was a tender or payment of the amount for which the order was passed. Purples' Revised Statutes, Part 2, Page 1145, Sect. 107, under Township Organization.

TYLER & SANFORD, Atty's. of Def'ts.

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^{m.}
Knox Co.
Appl. brief

CEPHAS ARMS, } IN THE SUPREME COURT,
vs. }
KNOX COUNTY. } APRIL TERM, A. D., 1859.

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TYLER & SANFORD, *Atty's. of Def'ts.*

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Knox County

Depts. brief

Filed April 18. 1859

L. G. Belmont
Clerk

Cephas Arms } On the Supreme Court of Ohio
vs } Appeal
Stout County }

The Argument of the
Counsel for the County in said Cause

This Suit was for the items in the Peffer Bill
The Peffer Bill was presented to the Board of
Supervisors of Stout County for allowance,
they saw the proper persons & allow said
account if legally due or to refuse & allow
it, if the County by law was not liable
for the articles charged in the Peffer Bill
a part of the Peffer Bill was ~~was~~ allowed
by the Supervisors and which they did
not refuse & allow and there allowed
an item opposite each item the
letter "P" also they allowed on all other
items for blanks in said Bill 25 cts
per line for on the aggregate of papers
used in the printing of the Blanks, &
that the Supervisors allowed the Peffer
on his Bill in all \$79.11 and paid
an order to the Peffer for the same
on the County Treasurer, under
this state of facts we claim that
the Co. was entitled to introduce in
evidence the record of the proceedings

of the Board & show what they did
allow and what they did not allow
the Pff. And that if they did
allow the Pff. for all that by
law they were bound to do and gave
an order for the amt. it was a
tender to the Pff. of that amount by
the County and the Pff. was not
in law entitled to recover anything
in this suit and Judgment should
have been for the Defs. At Amjstn
it was proper evidence and the best
evidence because record evidence &
show or tending to show a tender and
payment of the amt. due the Pff. - it
was the acts of the Co. by their agents
put of Record and in this view was
proper evidence being about the same
subject matter - the refusal to permit the
Def. to introduce this evidence upon the
trial ^{was} and for this reason the Judgment
should be reversed -

The State having provided for the payment
of County indebtedness by the passage of
orders by the Supervisors under Township
organization and in no other way, the
giving of an order is a payment or

tender of the amount for which it is
Paper And if for the full amt. And
His action lies against them —
Under this view of the case we are
entitled to the Evidence —

It seems like a clear proposition that
if the Defts tender or payed by
the paper of an order the amt.
which they owed, And that they did
not nor any more, they could not
and might not to be made to pay
Costs & reason why made against
them —

The County claim in this case that
they are not in law bound to pay for
the printing of Blanks used by the Clerk
in his office And for which he
receives a fee for the issuing of from
Juries And otherwise, And that there
is not any law that requires them
to do so or any principle of necessity,
justice or public good that requires
it, And that no Court has a right
to say that the County is bound to provide
for the Clerk's printed Blanks for
his use And for which he by Statute

get pay as for and this is what
the Deft's object to. It seems clear
that the Statute referred to in our
briefs in this case is the only authority
by which the Plff. can claim pay
from the County, and we claim that
we are not liable for the printing of the
blanks in the Plff. Bill, because in
the 1st place within the meaning
of that Statute they are not articles
of Stationary necessary for the Govt.
We claim that the intention of that
Statute was that the County should
provide for the office and the
Govt the necessary articles of Stationary
for the use of the Govt and the Public
and for which the Clerk did not
get a fee for issuing and for which
no office got any pay ~~for~~ and
consequently the County might provide
it - and that Statute provides for the
County getting for the Clerk office necessary
Books "Preps" and for "articles of Stationary"
necessary for their respective Courts, they
must by this provide that Stationary
only which was necessary for the Govt
and not blanks for a Clerk which the
County have no right in law to frame
or get printed and which must be

framed according to Law by the officer issuing
them and varying them according to the
points and facts of each particular case
or action and the law does not make it
the duty of a County to get writs printed
it is the duty of the Clerk to ~~issue~~ ^{issue} form
writs sign seal & issue all of the
papers which the County refused to pay
the fee for. the law does not require
that they should be printed, it is the
duty of the Clerk to write them or get
them printed himself as a matter of
convenience for him in the dispatch of
the business & his own saving of time, he
is bound to issue all of those papers, he
is elected to issue them according to law
and is bound to write them unless he gets
them printed it is a great saving of
labor & time to have them printed and
who is benefited by the printing, is it not
the Clerk under the evidence of this case
who saves time of his own and the employ-
ment of Clerks to do the business, does he
not have enough to pay for the blanks
himself as a matter of justice to say
the least of it, if not of law

The language of the Statute is the same
that requires a Justice to issue his ~~summons~~

The Clerk with Deputy. Clerk as it is to say
they shall furnish Blanks in the place of Deputy
Clerks & as the writing for Blanks are not stationary

Subpoena Execution &c that requires the Clerk
to attend if the County is bound to
pay a Clerk for his hand & summons
&c for parties & cases, ^{are they not} a
Justice of the Peace for the Clerk for
issuing is more than the Justice
the State pays the Clerk for it, &
the Justice in the same language &
same law, the Justice gets his own hands
& Clerk should - And the Dykes claim
that it is the duty of the Clerk to create
the summons & other process charged
in the Off. Bill and not allowed, and
not the duty of the Co. Cook and
lights are entirely a different matter from
Blanks charged for in this case, because
they are for a public office & are
kept open by the ~~public~~ Clerk for the
benefit of the Public and for which
they get no pay as far as otherwise,
and the Court in the case of Supervision
of DeRaltles vs Beveridge 16 Ill 312
to intimate their opinion to be when they
say if "or for that which he is entitled
to pay or not" making a distinction
between matters for which they are
paid & not paid for. And this is
a question of labor ^{it is not a question of stationery} whether the County
must either furnish the Clerk with
Deputies or Blanks instead of Deputy

Under the facts of this case as presented
by the Bill of Exception and evidence
If the Circuit Court found for the Plff.
the Amt. which the Supervisors
allowed, the Court could only render
judgt. for the Amt. And order that
the Supervisors pay an order for
the Amt. While in fact such order
was already passed and it would
not put the Plff. in any better
position than he was in before
the judgt. was rendered by the Circuit
Court for this reason it seems
that the evidence offered by
the Defts ought to have been
admitted, for these reasons
we think the judgment of the Circuit
Court should be reversed

J. H. & Sanford
Attys. of Defts.

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Cephas Ann
Knox County

Argument of
Dyers atty^s
Tyler & Sanford

Filed April 18. 1859
L. Leland
clerk

State of Illinois }
Knox County }

Came before the Honorable
John S. Thompson Judge of the Tenth Judicial
Circuit of the State of Illinois, at a Court begun
and held at the Court House in the City of
Knoxville on the third Monday of October
in the Year of our Lord one thousand Eight
hundred and fifty seven, it being on the
nineteenth day of said Month, in said
Year,

Present Now John S. Thompson Judge
James H. Stewart State Atty.
Geo W. Eulis Sheriff
Leophas Arms Clerk

Leophas Arms }
vs } Appeal
Knox County. }

The summons issued herein on
the 25th day of September A.D. 1857. is in words and
figures following to wit

State of Illinois }
Knox County } ss

The People of the State of Illinois to
the Sheriff of said County Greeting

We command you to summon said County, if to be
found in your County to be and appear before the
Judge of our Circuit Court for the County of Knox on the
third Monday in the Month of October next to answer to an
appeal obtained by Leophas Arms from a judgment rendered
against the said Knox County in favor of the said Leophas Arms
before the Board of Supervisors of said County on the 16th day of
September A.D. 1857 for the sum of security nine dollars and
thirty cents and have you there, then this writ

Witness Leophas Arms Clerk of our said Court at Knox-
ville this 25th day of September 1857. the seal of said Court
being hereunto affixed Leophas Arms Clerk

The Sheriff's return on said summons is as follows - I have
served the within by reading to George A. Charles. as one of

the Board of Supervisors of Knox County and also
by Reading to Zelotes Cooley, Clerk of Knox County
Court and Clerk of Board of Supervisors this 9th day
of October A.D. 1857

George W. White Sheriff

~~Cephias Arms~~
or
Know County } Appeal

Be it remembered, that heretofore, to-wit: on
the 3^d day of February AD 1858, the defendants
by their attorney filed their Bill of Exceptions
which reads in the words and figures following
to-wit:

"State of Illinois } Knox Circuit Court
County of Knox } Oct. Term AD 1857

Cephias Arms }
or } Appeal
Knox County }

Be it remembered that

To 6 Deeds & Bill Executions a 1.50	9.00
" 4 " Fines " 1.00	4.00
" 8 " Wit affidavits	10.00

" Printing 6 alphas for cases	P .75
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Jan 22, 1857	" 2 Drs Procehdandos a 1.00	2.00
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" 11 " Transcript Executions " 1.50	6.00
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July 27	" " Cash paid to Evans for work & materials on case in Office	P 8.61
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" 1 Deed Record for Charles Sowers for file	P 15.50
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" Fees in criminal cases as per statute for 1857	P 110.00
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" 1 Bottle Ink	P .75
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\$ 144.56

The above bill is correct to Arms clerk

The Plaintiff to maintain the issue on his part called as a witness Doct Pollock was sworn and testified as follows, that he had been clerk of the Circuit Court of Henderson County and State of Illinois for sixteen years. I have been in Knox County for and during the last five or six terms of this Court assisting the clerk and necessarily know the amount and the kind of blanks required to do the business of the office, and then proposed to prove by said Pollock that the said blanks in said Bill of the Plaintiff was necessary to do the business of said Circuit Court of Knox County, and asked the said witness the following question Are the blanks charged in the said bill of Plff, necessary for the clerk in order to do the business of the Court to the renewing of which question the said Deft by his counsel then & there objected and the Court overruled the objection and permitted the said witness to answer

the question, to the overruling of the objection and permitting the said Witness to testify, and answer said question the said Deft then & then by his counsel objected & excepted the said Witness then testified. I have assisted the Clerk of the Knox County Circuit Court for 5 or 6 last terms, that the said Blanks in said bill of the said Plff are necessary for the said Clerk in order to transact the business of the office, it is necessary that the Clerk should be furnished with blanks and he could not do the business of the office without them, the saving of paper in getting blanks would more than pay for the blanks or printing of the blanks, one man with blanks can perform more than ten men without the blanks, there are four hundred and Eighty nine cases on the Docket of Knox County Circuit Court at the present term to the giving of all the evidence of the said Pollock before the Witness testified to the Jury the Deft by his counsel then & then objected and the Court overruled the objection, and permitted the said Witness to testify, the said defendant by counsel then & then objected and excepted

The said Witness was then cross examined by the Deft, and testified that a man could write out from twenty to fifty subpoenas in a day and Summons about the same number, that it would take five clerks to do the business of Knox County without printed blanks

the plaintiff then offered the account and attached report of the commission appointed by the Board of Supervisors of Knox County and State of Illinois to whom the bill of said plaintiff was referred by the board of Supervisors of said Knox County, which is the same bill referred to filed in this cause with the said Report attached. It was admitted by the parties before the Jury that plaintiff bought and paid for the blanks and it was charged in his account for his use as Circuit Clerk of Knox County Ills., and that the quantity ^{and price} was reasonable,

The said defendant to maintain the issue on his part then called Zelotes Cooley the Clerk of the County Court of Knox County, and State of Illinois with the Records of the proceedings of the County Board of Supervisors of said Knox County, said Cooley was sworn to testify in said cause and testified that he was Clerk of the County Court of Knox County, and that as Clerk of the County Court of said County had the Record of the proceedings of the board of Supervisors of said County of Knox in his possession, and that they were a part of the Records of his office and that he had the Record of the proceedings of the Board of Supervisors of said Knox County in relation to the account of the said Plaintiff used on in this action, and that the book which he had with him contained the proceedings of said Board of Supervisors in relation to said account, the defendant offered and proposed to offer in evidence the

Record of the proceedings of the said Board of Supervisors of said County in relation to the account of the said Plaintiff and on in this action from which proceedings & decision the said appeal was taken to this Court and to show what items of said account were allowed by said Board of Supervisors of said Knox County, and what items they refused to allow said Clerk, to the giving in evidence of said Record. the said Plaintiff by his counsel then and there objected and the said Court then and there sustained said Objection and refused to let the depts introduce said Record and evidence, to the sustaining of said Objection by said Court and refusing to permit the said defendant to introduce the said Record and evidence to the Jury the said defendant then and there objected and excepted to the decision of said Court which said Record and proceedings of the Board of Supervisors of Knox County Illinois reads in the words and figures following, to-wit,

"State of Illinois.

Knox County Board of Supervisors

September Meeting AD 1857

Sept. 16th C. Arns bill for stationary for Circuit Clerk's office, was on motion referred to a committee of three, to-wit: Messrs Law, Stricker & Gayle

Sept 17th Report of Committee to whom was referred the bill of account of C. Arns Circuit Clerk of the County of Knox, Recommended the full payment of all the items

in said bill the ~~committee recommends~~
opposite to which the letter P is prefixed, on
all other items for blanks in said bill the
committee recommends the payment of
twenty five cents per line on the aggregate of
paper used in the printing of said blanks

W. J. Lane Chairman
When on Motion, the report of the committee
was received and the committee discharged
and the recommendation of the committee
concurred in by the board and an allowance
of seventy nine ⁴⁰ Dollars as per estimate of
the said bill for which amount allowed the
clerk is ordered to issue an order on the
Treasury to said Arms,

State of Illinois
Know County

J. J. Zelotus Clerk of
the County Court, and also of the Board of
Supervisors of the County aforesaid, certify
that the foregoing is a true and full copy
from the Record of the said Board as far
as the same relates to the foregoing case,

In Testimony whereof I have hereunto
subscribed my name and affixed the
seal of said Court, this 24th day of
of September A.D. 1857

J. J. Zelotus Clerk

The case was all the evidence in the case.

The Plaintiff then asked the following instructions
in this case, which the said Court gave on the
part of the plaintiff as follows

The jury are instructed

that if they believe from the evidence that the articles charged for in the Plaintiff's account were purchased & furnished by the plaintiff as the clerk of the lower court of Knox County for use in his office and that the quantity charged for is reasonable in amount & that the articles charged for and embraced in said account were necessary for the clerk in the performance of the duties of his office. That then the Plaintiff is entitled to recover so much as said articles are reasonably worth.

The jury ~~is~~ instructed that blanks are stationary within the meaning of the statute. So the giving of the said instructions asked by the Plaintiff the said Defendants then and there ^{objected &} excepted and the ~~proceed~~ ^{proceed}.

The said Defendants then upon a special verdict the Court to instruct the jury on their part as follows

1st That if the jury believe from the evidence that the Supervisors of Knox County allowed the Plff. for all the items in his Bill excepting for the printing of blanks, & passed an order for the payment of the same to said Plff. the jury will only find a verdict for the amount in said Bill which the Supervisors refused to allow if they believe the same was necessary stationary for the use of said office.

2nd If the jury believe from the evidence that the Supervisors of Knox County allowed the Bill of the Plff. with the exception of the printed blanks, and that the Plaintiff as clerk of said Court gets a fee by statute for said writs from the parties to suits, they will find for the Deft. Which said instructions so asked by Defendants the Court refused to give to the jury. And the Defendants then and there objected and excepted to the decision of the Court in refusing.

which said instructions so asked by the Deft
the Court refused to give to the Jury. And the
defendant then & there objected and excepted
to the decisions of the Court in refusing to give
said instructions so asked by the defendant

Whereupon the Jury retired to consider of their
verdict and returned into Court with the
following verdict, "We the Jury find for
the issues for the Plaintiff and assess his
damages for \$144.56."

Amos Ward Horn;
Upon the returning into Court with said
verdict by the Jury, the said defendant by
counsel then & there entered his motion
and moved the Court for a new trial and
filed the following reasons

State of Illinois }
County of Knox } Know Circuit Court
of } Oct Term AD 1857

Cephus Horn }
or }
Knox County } Appeal

The said defendants come
and move the Court for a new trial in this
cause for the following reasons, to-wit:

- 1st Because the Court admitted improper
evidence on the part of the plaintiff
- 2nd Because the Court refused to admit Deft.
to give in evidence the Record of the proceedings
of the Supervisors in relation to the account
owed on and other proper evidence

- 3^d Because the verdict of the Jury is for too large an amount
- 4th Because the Court gave erroneous instructions on the part of the plaintiff
- 5th Because the Court refused to instruct the Jury for facts as asked by Defts counsel
- 6th Because the verdict was vs against the law and evidence
- 7th Because the suit ought to have been brought in the name of the Supervisors instead of Knox County & the verdict is void
- 8th Because the County is not liable in law for Blanks used in his clerks office that he gets a fee for by Statute
- Eglen Sanford Atty for Defts

Whereupon the Court overruled the motion for a new trial and rendered judgment upon the verdict of the Jury in this case for the amount of the verdict & costs of suit, to the overruling of said motion for a new trial and the rendering of said judgment the said Defts the said Defts then & there excepted

To all of which said opinions and decisions the said defendants except severally and pray the Court to sign & seal this bill of Exceptions and make it a part of the Record in this cause, which is done

John S Thompson Presd Judge

the court that the Motion be overruled
Therefore it is considered by the court that the
plaintiff recover of the defendants the sum
of one hundred and forty four dollars and
fifty six cents, the amount so assessed by the
jury aforesaid together with his costs by him
in this suit expended and may have execution
therefor And that the defendants have 90
day to file their bill of exceptions

State of Illinois
Knox County

Josephus Armes Clerk of
the Circuit Court within and for the County
and State aforesaid do hereby certify that the
foregoing contains a full true and complete
copy of the Record proceedings and papers on
file in said cause, as appears from the Record
and files of my office



Given under my hand and the
seal of said court at Knoxville
this 18th day of May A.D. 1858
Josephus Armes Clerk

It is stipulated in this case that the Record
need not be filed in the Supreme court
for the apide Term A.D. 1858. but may be filed for
the succeeding Term without prejudice to the appeal
but dont admit there is any appeal
Signed Douglas & Hering for Peff. & Tyler & Sandford for
Opp

Cephas Arms } Supreme Court April Term
 " } A.D. 1859.
 Knox County } Appeal
 And now comes the Defts. and
 assign the following Causes of Error for which
 the reversal of the judgment in this case is claimed:
 to wit,

- 1st The verdict & judgment is against the law & the Evidence
- 2^d The Court admitted improper evidence on the part of the Plff.
- 3^d The Court refused proper Evidence on the part of Defts.
- 4th The Court gave erroneous instructions on the part of the Plff.
- 5th The Court refused to instruct for Defts. as asked
- 6th Suit wrongly brought ~~in the name of the~~ ^{Against Comstock of} Supervisors
- 7th County not liable for blanks for which Chas gets a fee by Statute —
- 8th The judgment is ~~void~~ ^{void} No Execution Can issue against County.
- 9th The Evidence was not sufficient to authorize a judgment against the County —

John & Sanford
 Attys of Defts.

Knox County
 v
 Cephas Arms
 Agreement to submit

Thos County Plff. in error } Supreme Court
Ophas Arms Deft. in error } April Term A.D. 1859

It is agreed that this
Cause is submitted on briefs & arguments
here & shall be decided at the time
of this Court

Douglas & Craig
Attys for Deft. in error
T. W. Sanford
Attys for Plff in error

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Cephas Arnold

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Enox County

Transcript of
Case of Evans

Filed April 18, 1859
in Ireland
Glebe

Jan. \$4.00

And the appellee comes and says
that there is no such error in the
within Record as is above alleged
and say that the judgment below
ought to be affirmed by this Court
Joseph Olney
Mamm & Mamm
for appellee