

13843

No. \_\_\_\_\_

# Supreme Court of Illinois

Schwarz

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vs.

Schwarz

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IN THE SUPREME COURT OF THE STATE OF ILLINOIS.

THIRD GRAND DIVISION.

John J. Schwarz, Appellant, }  
vs. } Appeal from Cook County Court of  
Jules Schwarz, Appellee. } Common Pleas.

This was an action of assumpsit by the appellee against the appellant. p. 3

The declaration contains four counts in indebitatus assumpsit in the usual forms for services of appellee to appellant as his clerk and agent. The damages are laid at ten thousand dollars. p. 4, 5, 6, 7

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P. 16 JACOB ROSENBERG, a wholesale dry goods merchant, who gave evi-  
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 timates plaintiff's services at \$50 per month and board.

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 and making shirts and selling them; he acted as clerk; defendant and  
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 a year without board. Defendant told him plaintiff was his step-son.  
 The lowest rate I pay salesmen is \$500 a year.

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p. 22    the year 1856 and till defendant left; defendant's board was worth in 1854 \$2 50; in 1855 \$3 50; and in 1856 from \$3 50 to \$5 per week; has seen plaintiff often, and knows his style of dress; would take from \$100 to \$150 per year to supply his style and quality of clothing.

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The court refused to admit the evidence, and appellant excepted.

The defendant asked the following instructions:

p. 27 1. If the Jury believe, from the evidence, that the plaintiff, prior to his majority, lived in, and was a member of the defendant's family, and that the defendant stood towards him in the relation of parent; and that prior to such time the plaintiff was in the habit of rendering service to, and being supported by the defendant in this case, the plaintiff must prove an express contract for wages, if he continues to live with his father after attaining his majority, in order to entitle him to recover for services performed since such time, even although he has rendered such services.

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Filed April 20<sup>th</sup> 1838

L. Seland  
Clerk

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He attended to selling, collecting and cutting out shirts; it does not require much skill to cut out a shirt; we have patterns for everything; never saw him neglect work; no one did cutting but he. p. 24

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163

Joh. J. Schwarz  
Gul. Schwarz

Filed April 20, 1838  
L. Schmidt  
Clerk

IN THE SUPREME COURT OF THE STATE OF ILLINOIS.

THIRD GRAND DIVISION.

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                                  *vs.* } Appeal from Cook County Court of  
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The declaration contains four counts in indebitatus assumpsit in the usual form; for services of appellee to appellant as his clerk and agent. The damages are laid at ten thousand dollars. p. 4, 5, 6, 7

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 day; has seen plaintiff engaged in business; he was cutting, selling, &c.;  
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 interest himself much in the business so much as plaintiff; plaintiff  
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The court gave this instruction.

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O. R. W. LULL,  
Appellant's Att'y.

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John P. Schwarz

vs

Julius Schwarz

Filed April 24, 1838

L. Belmont  
Clerk

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THIRD GRAND DIVISION.

John J. Schwarz, Appellant, }  
vs. } Appeal from Cook County Court of  
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The declaration contains four counts in *indebitatus assumpsit* in the usual forms for services of appellee to appellant as his clerk and agent. The damages are laid at ten thousand dollars. p. 4, 5, 6, 7

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Appellant's Att'y.

John A. Schwarz  
vs  
Julia Schwarz

Filed April 26, 1838  
L. Sedgwick  
Clerk

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John P. Schwarz

vs

Paul Schwarz

Filed April 20 1838  
L. Lockwood  
Clerk

13843