

12054

No. _____

Supreme Court of Illinois .

Stevens

vs.

Crosby

71641  7

In the supreme court

James B. Crosby

Appellant

vs

George Stevens

Appellee

Appial from Boone
cir court.

State of Illinois }
County of Boone }-

William J. Purgep of said county

being duly sworn ~~deposes~~ doth depose
and say that in the original entry of pro-
ceedings in the above cause in said
circuit court upon the records of said
court there is no entry made of any the
rendition of any judgment upon the
verdict of the jury in the cause and
that the transcript now on file in the
supreme court in the above entitled
cause contains no such entry-

Subscribed and sworn to before

me this 16th day of June
A.D. 1850

W. J. Purgep-

S. C. Gooding CLK } Boone Circuit Court

by J. D. Derwillig Deputy

Filed June 20. 1850.
Stelani Ch.

In the Supreme Court of the State of Illinois
James B. Crosby Plaintiff in error & Appellant } Appeal
vs
George Stevens Defendant in error & Appellee

After wards to wit on the first Monday
of June in the year of our Lord one thousand
Eight hundred and fifty at a term of the
Supreme Court then being held before the Justices
of this Court - at Ottawa - Comes the said
James B. Crosby by Fuller H. Merges & Wilson
his Attorneys - and says that in the record
and proceedings aforesaid and also in giving
the judgment aforesaid there is manifest
error in this to wit

first

That the Court erred in refusing to exclude
from the jury the parol testimony of Stephen
A. Hubbard, when it was shown upon his cross
examination that there was a written contract
between the parties upon the subject matter of
such testimony -

second

That the Court erred in allowing such testi-
mony to go to the jury when objected to by the Defen-
dant - Plaintiff in error in this Court -

third

That the finding of the jury was upon
improper and insufficient evidence to go upon them

Fourth

That the Court erred in refusing to grant the
motion for a new trial made by the ^{said James B.} Plaintiff in
~~error~~ Crosby in the Court below -

Fifth

And also in this that by the record aforesaid
~~in favor aforesaid given~~ the judgment aforesaid
in favor aforesaid given was given for the said
George Stevens against the said James B. Crosby
whereas by the law of the land the said judgment
ought to have been given for the James B. Crosby
against the said George Stevens. Sixth That there is
no issue made up & no dispositive filed to the defendant's plea -

And the said James B. Crosby prays that
the judgment aforesaid for the errors aforesaid
and other errors in the record & proceedings
aforesaid may be reversed annulled and alto-

getten help for nothing and that he may be
netious to all things which he hath lost by
occasion of the said judgment on
John M. Wilson
Fuller H. Hedges
Atty -

In the supreme court
of the State of Illinois

James B. Crosby Appellant
vs
George Stephens Appellee

} Appellate from
} From circuit court

State of Illinois

County of Cook

Sp. William T. Burges
being duly sworn doth depose and say that he
is one of the attorneys for the appellant James
B. Crosby. That at the December Term of this said
circuit court A.D. 1849. the said George Stephens
obtained a judgment in the said court
against the said James B. Crosby upon the
finding of the jury, which finding appears
in the transcript from the court below ~~now~~
~~on the files of this~~ hereto attached.

That this deponent has examined the records
entire made in this case in the court
below and that the same he believes to be cor-
rectly copied into the annexed transcript.
That the said Stephen & Hurlbut Attorney for
the said George Stephens. stipulated with this
deponent in the court below. that the security
in the appeal bond might be given before
the clerk, and that he afterwards and before
the filing of the bond indorsed upon the bond
his acceptance of the surety given therein.
and that it was agreed between of this
deponent and said Hurlbut that the
transcript of the records in this case might
be filed at any time during this term ^{of this court} when
the parties should be ready to attend to the case
and that since the last April Term of this court
the said circuit court. Noah W. Briggs who
was clerk of the said circuit court at the
time of the judgment in said circuit court
being rendered in this case. The December Special
Term A.D. 1849. has since deceased and that

his successor Stephen C Gooding has been ap-
pointed and entered upon the duties of his
office -

Subscribed & sworn to
before me this 20th day
of June A.D. 1850 -

W. J. Burges

E S Kimberly Clerk

County Court of Cook County

In the supreme court

James B. Crosby App^l

vs
George Stevens App^l

} appeal from Town
circuit court

And now comes the said Appellant
and upon the foregoing moves the court that
a writ of certiorari issue to the court below
commanding it to certify to this court
a full and complete transcript of the
judgment by it rendered in the court
below - between the said parties.

W. J. Burges Atty

State of Illinois - Boone Co. Circuit Court
December Special Term. A. D. 1849

Pleas before the Honorable Hugh Henderson Judge of the Eleventh
Judicial Circuit of the said State of Illinois at a Special Term of
the Circuit Court begun & held at the Court House in Belvidere
in the County of Boone on the third day of December in the year of our
Lord one Thousand Eight Hundred & ~~forty~~ ^{fifty} nine in pursuance of
a special order made during the last regular term
of this court.

Be it remembered that heretofore to wit, on the twelfth
day of May in the year of our Lord one Thousand Eight Hundred
and forty nine came George Stevens by his Attorney Stephen
A. Hurlbut and filed with the Clerk of this Court a precept
in the words & figures following to wit;

"George Stevens } Boone Circuit Court
vs } May Term 1849

James B. Crosby } The Clerk will issue a Summons in
Debt returnable to the next Term Boone Circuit Court. Debt,
Five Hundred & fourteen Dollars 61. cents and Damages
one Hundred Dollars against the above Defendants
May 12th. 1849 Hurlbut

Pffs atty "

And that thereupon there was issued by the Clerk
of said Court a Summons in the words and figures
following to wit;

"State of Illinois }

Boone County } ss: The people of the State of Illinois
to the Sheriff of said County - Greeting

We Command you that you Summon
James B. Crosby if he shall be found in your
county personally to be and appear before
the Circuit Court of said County on the 4th day
of the next term thereof to be holden at the Court-
House in Belvidere in said County on

the 22^d day of May ~~last~~ to answer unto George Stevens in a plea of Debt five hundred and fourteen Dollars & Sixty one Cents & to the Damage of the said Plaintiff as he says in the sum of one hundred Dollars and have you then & there this writ with an endorsement thereon in what manner you executed the same.

S.S.

Witness A. W. Birge Clerk of our said Court and the seal thereof at Belvidere this 12 day of May Anno Domini 1849
A. W. Birge Clerk.

upon which writ is the endorsed the following return to wit; "I have served the within writ by reading the same to the within named James B. Crosby this 17th day of May 1849. A. L. Ames Sheriff."

And that on the same day the said Plaintiff filed a declaration in the words & figures following to wit;

"State of Illinois } of the May Term 1849

Boone County } Boone Circuit Court

George Stevens by Harbut his attorney complains of James B. Crosby of a plea that he render to the said Plaintiff the sum of five hundred & fourteen & 1/100 Dollars which he owes to and unjustly detains from him.

For that whereas heretofore to wit on the tenth day of January A.D. Eighteen Hundred & forty Eight at Belvidere in Boone County aforesaid at the special instance and request of the said Defendant sent to the said Defendant the sum of two Hundred and forty three Dollars and the said Defendant

then and there borrowed the said sum of the said Plaintiff to be paid by the said Defendant to the said Plaintiff by the ~~fifteenth~~ day of March A.D. Eighteen Hundred & forty Eight which period hath long since elapsed, whereby and by reason of the said sum of money being and remaining wholly unpaid an action hath accrued to the said Plaintiff to have and receive of and from the said Defendant the said sum of two Hundred & forty three Dollars parcel of the sum above demanded.

And whereas also the said Defendant afterwards to wit on the day and year and at the place first aforesaid had and received a certain other sum of money to wit Two Hundred and forty three Dollars to and for the use of the said Plaintiff and to be paid by the said Defendant to said Plaintiff when he should ~~be~~ thereunto afterwards be requested whereby an action hath accrued to the said Plaintiff to have and demand of and from the said Defendant the said last mentioned sum of Two Hundred & forty three Dollars other parcel of the sum above demanded. And whereas also the said Defendant heretofore to wit on the 6th day of March 1848 at Belvidere aforesaid made his certain promissory note in writing bearing date the said sixth day of March A.D. Eighteen Hundred & forty Eight and then and there delivered the said promissory note to the said Plaintiff by which said note he the said Defendant then & there promised to pay one day after date thereof to the said Plaintiff or order Twenty Eight

Dollars 61. cents for value Received, by means
whereof and by force of the Statute in such
Case made & provided the said Defendant
then & there became liable to pay to the said
Plaintiff the said Sum of Money in the said
note specified according to the tenor and Effect
of the said Note and although the said sum
of money in the said note specified hath
been long since due and payable according
to the tenor and Effect of the said Note, yet
the said Plaintiff in fact saith that the said
Defendant though often requested did not nor
would pay the said sum of Twenty Eight & 1/100
Dollars to the said Plaintiff but hath hitherto
neglected and refused so to do whereby an
action hath accrued to the said Plaintiff
to demand and have of and from the said
Defendant the said last mentioned sum of
Twenty Eight Dollars & 61. cents other parcel of
the said sum above Demanded.

And where as also the said Defendant was
on the twelfth day of May A.D. 1848. at Belvidere
aforesaid, indebted to the said Plaintiff in
the sum of one hundred Dollars for the
interest of and forbearance of divers large
sums of Money before that time due and owing
from the said Defendant to the said Plaintiff
and by him forborne to the said Defendant
at his instance and request for divers long
spaces of time before then elapsed and although
the said last mentioned sum of one Hundred
of one Hundred Dollars hath long since

been due & payable to the said Plaintiff yet the Plaintiff did not nor would pay the said sum of one Hundred Dollars though often requested but the same to pay hath hitherto wholly refused and still doth refuse whereby an action hath accrued to the said Plaintiff to have and receive of and from the said Defendant the said sum of One Hundred Dollars parcel of the Damages hereinafter averred.

Yet the said Defendant though often requested so to do hath not as yet paid the said sum of Five Hundred & fourteen Dollars & 61. Cents above demanded or any part thereof to the said Plaintiff. But he to do this hath hitherto wholly refused and still doth refuse to the Damage of the said Plaintiff One Hundred Dollars Therefore he brings suit &c

Shurtcutt & Co atty

Copy Demands

\$28.61 Due Geo Stevens one day after date for Value Received. I promise to pay Geo Stevens or order Twenty Eight \$100 Dollars

Mch 5th 1848 Belvidere Jas B. Crosby
Money lent \$248

" had received 243

Interest 100

And that ~~afterwards to wit~~ on the 15th day of ~~October~~ ^{filed} 1849 the Defendant the following plea and Notice in the words of figures following to wit.

In the Boone Circuit Court

James B Crosby } Debt
George Stevens } And the said Defendant

by his Attorneys Fuller & Burgess Comes & defends
the wrong and Injury when &c & says that he
does not owe & is not indebted unto the said
Plaintiff in manner & form as the said Plain-
tiff hath above thereof declared against
him and of this he puts himself upon the
Country

Fuller & Burgess Defendants

The Plaintiff will take notice
that the Defendant on the trial of this Cause
will insist upon not give in evidence under
the General issue above pleaded in bar of this
suit.

That the promissory note set out in said
Plaintiff's Declaration has been fully paid &
satisfied by him to said Plaintiff. And that
the said Defendant at the request of the said
Plaintiff sold and delivered to the said Plaintiff
before the commencement of this suit, a large
Quantity of Goods Wares & Merchandise &
flour of great value to wit of the value of One
Hundred Dollars and in Consideration thereof
said Plaintiff promised to pay him the said
Sum of Money. And that the said Plaintiff
was heretofore to wit on the 29th day of July
1847 at Belvidere aforesaid indebted unto
one Henry L. Crosby for divers large Quantities
of Meal & Flour of great value to wit of the
value of Twenty Dollars ~~heretofore~~ sold and
delivered by the said Henry L. Crosby to the said
Plaintiff at his request and being so indebted
the said Henry L. Crosby afterwards to wit
on the first day of December A.D. 1847 at

place aforesaid sold assigned and transferred
the same indebtedness to the said Defendant
And the said Plaintiff afterwards to wit on
the day and year last aforesaid at the
place aforesaid and before the commencement
of this suit, promised in Consideration of such
indebtedness and assignment, the said De-
fendant, to pay him the said indebtedness
when he should be thereunto afterwards
requested And also that the said Plaintiff
was heretofore to wit on the 1st day of January
1848 & before the commencement of this suit,
indebted unto the said Defendant in the
sum of One Hundred Dollars for the work
& labor Care and diligence of the said De-
fendant before that time done & performed &
bestowed in & about the business of the said
Plaintiff & for the said Plaintiff & at his special
instance and request and being so indebted
the said Plaintiff promised the said Defen-
dant in Consideration thereof to pay him
said sum of money when thereunto afterward
requested yet the said Plaintiff hath not
although requested paid the said several
sums of money or any or either of them to
to said Defendant although requested.

And the said Defendant will claim
a judgment in his favor for whatever sum
or balance may be found due him

Fuller & Burges Defts attys

Copy as per Recd &c
George Stevens.

To Henry S. Crosby Dr

1847. April 17 To 87 th flour by self	144-	1.82
May 1. " 40 th flour & 40 th shorts	by Randall }	1.00
" 75 th Flour by self		1.31
10 75 th prs Randall		1.00
June 9 35 th flour pr self 20 th		88
94 th flour pr Randall		2.35
22 100 th flour pr self & 1/2 Bush meal		2.68
July 29 110 th flour		2.75
		<u>13.29</u>

pay the within to J.B. Crosby

Dec 1. 1847. } H.S. Crosby

4.37 Rec^d of Jas B Crosby four 3/100 Dollars
to be applied on his note to me

Belvidere Oct 31. 1848. Geo. Stevens

Geo Stevens

to J.B. Crosby on

To Goods sold & delivered \$500

Work & Labor 100

And that afterwards to wit on the 12th day of
December 1849 and during said Term of said
Court the following proceedings were ^{had} and entered
of Record in said Cause.

George Stevens }

vs

} Debt

James B. Crosby } Now Comes the parties by their
Attorneys & thereupon it is ordered that the
Jurors of a Jury of good and lawful men
Come to try the issues herein whereupon came
the following to wit

Adolphus Thornton, William R Millard Loomis Shattuck
Najah Hatchkiss Alfred Wymen Stoddard Ston

Jacob Winnegar, Benjamin Bowman, George F. Ames
H. R. Willard Elias Congdon Allen Boomer
who were duly empannelled tried & sworn well
& truly to try the issues in this case & the said defend-
ant moved to exclude from the Evidence a certain
article of agreement on the ground that the
Plaintiff had not furnished him with a copy thereof
& the Court being fully advised in the premises sus-
tain said motion And the Jury having heard the
Evidence adduced & the arguments of Counsel retire
to consider of their verdict & afterwards coming
into Court bring in a verdict for the Plaintiff
& assess the debt at the sum of Two Hundred &
forty three dollars & the Plaintiffs damages by
reason of the non-payment thereof to the sum of
twenty five Dollars & fifty two cents

And thereupon the Defendant moves for a new trial herein
And That afterwards to wit on the 18th day of
December 1849 & during said Term of said Court
the following proceedings were had & Entered of
Record in said Cause

"Now came on to be heard
the Defendants motion for a new trial herein
and the Court being fully advised in the premises
overrule said motion to which the Defendant
excepts & prays an appeal to the Supreme
Court, and the Court grant the same on
condition that within thirty days the
Defendant shall file in the Clerks Office
a bond with security to be approved of by
the Clerk in the sum of five hundred
Dollars for the prosecution of said appeal."

And that afterwards
& during said Term of said Court the following

bill of exceptions was filed, to wit

"In The Boone Circuit Court
of the December Special Term A.D. 1849
James B. Crosby }
ad, } Debt

George Stevens } Be it remembered that the
following is a copy of the Note and account filed
with the Declaration in this cause

" Copy Demands

\$28.61 Due George Stevens one day after date
for Value Received I promise to pay Geo Stevens
or Order Twenty Eight \$/100 Dollars

Mch 6th 1848 Belvidere Jas B Crosby

Money lent 24 3

" had & Received 24 3

Interest 1.00 "

That at the September Term of this Court
1849 the defendant filed the following Motion

And the following Rule was thereupon entered.

"And now Comes the said
Defendants ^{his attorney} by H. J. Burgess & moves that the
Plaintiff be required to furnish a more explicit
bill of particulars"

And that the Plaintiff declined
furnishing any further specification of his
demands against the Defendant

That on the trial of this Cause the Plaintiff offered in Evidence a receipt indorsed on an instrument in writing of which the following are Copies "An Agreement made this day between Geo Stevens & James B. Crosby as follows said Stevens agrees to sell said Crosby his undivided half of all the Goods, wares and Merchandise now in the Store of Stevens & Crosby at New York. Cash adding 10 per cent and said Crosby agrees to pay the Company Debts as follows-

\$818.64	-	Eight Hundred & Eighteen $64/100$ Dollars to Anthony & Mahony
133.35	-	one hundred & thirty three & $35/100$ " " Smith & Lee
172.50	-	one hundred & seventy two $50/100$ " " Rankin & Birch
90.95	-	Ninety $95/100$ Dollars Pierce & Wilson
230.60	-	Two Hundred & thirty $60/100$ " " Calvin W. How
73.23	-	Seventy three & $23/100$ " " Edward Bridge & Co
6.82	-	Six $82/100$ balance on sheeting " " Anthony & Mahony
6.94	-	Six $94/100$ " " Grant B. Odell
5.96	-	Five $96/100$ " " Jones & Mills
268.00	-	Two hundred & sixty eight " " J. & A. Lowrey
217.68	-	Two hundred & seventeen $68/100$ " " Stone & Hughson

The Amount of Goods over debts as above Stated one half to be credited to Geo. Stevens by James B. Crosby individually after that credit is given whatever said Stevens may be owing said Crosby. said Stevens is to pay to Anthony & Mahony towards paying the above named debts of \$818.64 and for securing the payment of the Balance above mentioned Debts (except the two last named) to the said Stevens. said James B. Crosby agrees to put in the hands of A. Ripley the following Notes as Collateral security—

1	Joseph Dingman	100.00	One Hundred Dollars.	due June	1848
1.	Woodbury Hoosell	one Hundred & fifty	"	"	1 Aug. 48
2	A. B. Bishop	One Hundred & twenty	"	about Dec	48
1	J. & William Davison	Seventy	"	"	1 April 48

Orlando Curtis Guaranties the collection of these notes

And Orlands Conts. of about Six Hundred. due 1 Oct. And if
these be not sufficient to Cover the balance on above State notes
said Crosby agrees to make up the balance in good responsible
Notes. And it is agreed that the said H Ripley shall ~~apply~~ as
fast as the notes left for securing are paid said Ripley shall apply
the same on the above mentioned debts if they are not paid & it is
agreed & understood that said Crosby has a wright at any time
to use said notes left for security by getting H. & S. Crosby to
Endorse for the amount of notes used or amount
then due on the above debts, and said Stevens
agrees to furnish said Crosby two Hundred and
fourty three Dollars towards paying the two last
named notes of \$268. or \$217-68 and said Crosby
agrees to pay back to said Stevens the above
sum of Two Hundred & forty three Dollars
by the fifteenth day of March next, & said Stevens and
Crosby agrees to divide Equally all the notes & County
Orders & wheat (except what they have in Chicago) said
Crosby to have for Sixty Eight cts per bus) and all other property
belonging to said Company not invoiced as Goods & said
Crosby agrees to and with said Stevens to pay all cost
that said Stevens may be to for the non-payment of the
above debts, said Stevens agrees to furnish said Crosby
the above named Two Hundred & forty Three Dollars
~~Three Dollars~~ by the 11th day of January next,
Given under our hands and seals this
Twenty third day of Decemr, Eighteen Hundred
forty Eight

In presence of } James B. Crosby Seal
B. M. Soule } George Stevens Seal

\$ 243.00 Recd. Jan 10th 1848 of Geo Stevens on this agreement two Hundred
& forty three dollars as Stipulated above James B. Crosby

To the introduction of which the defendant
objected because no copy was filed with the
declaration nor under the rule to file ad-
ditional particulars of Plaintiff's demands
And therefore the Plaintiff withdrew said
paper. And thereupon the said Plff offered
Stephen H. Nurlbut his attorney as a witness
who was sworn in the cause, who stated that
as agent for the Plff he called upon the De-
fendant for payment of the sum of \$243-
that in the conversation between him
and Crosby that occurred thereupon, which
was in May or June 1848. said Crosby ad-
mitted there was due the amount of two
hundred & forty three dollars which was
agreed to have been paid in March 1848-
That this conversation occurred before the
Instrument in writing previously offered
in evidence came to the hands or knowledge
of the Witness. That Crosby referred to some
instrument in writing before answering to
the line and amount.

On Cross Examination
Witness stated that he had since that Con-
versation learned from the Plaintiff that
said Indebtedness was also evidenced by a
Contract in writing between the parties to
this suit then & now in the possession of the
Plaintiff, and the same heretofore offered
in evidence and that Witness has seen
in the possession of the Defendant, a writing
which he supposes is a duplicate of it

and Therefore said Defendant moved the Court to require the Plaintiff to produce such writing in evidence before the jury and which motion was denied by the Court and said Plaintiff also moved the Court to exclude the Testimony of said Warbut in regard to the admissions made by said Defendant as above testified to by him unless said writing were produced. Which motion was also denied by the Court to which several rulings of the Court the Defendant takes Exceptions And there being no other or further Testimony offered or given in the Cause the Defendant prays that this his bill of exceptions may be signed and sealed by the Judge of this Court, and it is done accordingly.

And That afterwards on the coming in of the verdict of the jury in this Cause the Defendant Entered his motion for a new trial of this Cause for the reasons that the Court erred in refusing to require the Plaintiff to produce before the jury the writing referred to by the witness in his cross examination and also in refusing to exclude the admissions made by the Defendant in regards thereto unless the same were produced - And that the finding of the jury was upon Testimony improper to go before them and insufficient in its Character which motion upon argument had by Counsel was overruled & denied by the Court - to which decision of the Court in overruling said motion the said Defendant excepts & prays

that this his bill of Exceptions may be allowed
and signed by the Judge of this Court & it is
done accordingly Hugh Henderson Seal

Judge of the 11.th Judicial Circuit
And that on the 14.th day of January 1850—
a Bond in the words & figures following was
filed to wit— "Know all men by these presents
that the James B. Crosby and Henry L. Crosby
are held and firmly Bound unto George Stevens
in the penal sum of five hundred Dollars for
the payment of which, well and truly to be made
unto him his heirs personal representatives
& assigns we bind ourselves our heirs & repre-
sentatives jointly severally & firmly by these presents

Signed Sealed and dated this 8th day

of January AD 1850—

The Condition of this obligation is such that
whereas at the Special Term of the Boone Circuit
Court begun & held in and for the County of Boone
& State of Illinois on the first Monday of December
last past to wit on the 15th day of December a
Judgment was recovered by the said George
Stevens against the said James B. Crosby for
the sum of two hundred & forty three Dollars
Dobts and twenty five Dollars & fifty two cents
Damages for the detention thereof besides costs
of suit from which Judgment the said Crosby
hath appealed to the Supreme Court of this State

Now Therefore if the said Crosby shall
prosecute said appeal with effect and
shall pay the said Judgment
costs interests & damages in
case said Judgment shall be

affirmed then this bond to be void
otherwise to remain in full force

James B. Crosby *Seal*
Henry L. Crosby *Seal*

Security approved by me 14th. Jan'y 1850

Hulbut Plffs atty

State of Illinois }
County of Boone } *ss*

I S. C. Gooding clerk of the Circuit
Court in & for said County do hereby certify that the
above is a ^{full complete} correct transcript of the records and
all proceedings in the above entitled cause

In Witness whereof I have
hereunto set my hand and the
seal of said County at Belvidere
in said County this thirty first
day of May A.D. 1850

S. C. Gooding Clerk

By J. S. Terwilliger Atty

Boone Co. Circ. Court, Mo.

George Stevens

vs

James B. Crosby

Transcript of Records

Filed June 6, 1850.
L. Keland Clk.

James B. Crosby }
 39 3 as } Appeal from Boover -
 George Stevens - }
 Appellants costs - Hil. Transp. 15, fil. 2 affdts., motion & appt. of curs 20, .35
 Dr. cause 10. appen. of appellants 25, Bill of costs 25, copy 25; Dr. for 125, 2.10
 Satisfy. 25, .25 = 2.70

\$5.10.

Appellants costs - appen. 25, fil. stipen. 5, Ord. dispy. appl. 25, ent. stipen. 25, .50
 Ord. remanding 25, Bonds each 50, Ent. jndt. &c. 2 fol. 20, jndt. for costs 25, 1.20
 Ord. for ex. 25, bill of costs 25, copy 25, satisfy. 25, 1.00 = 3.00

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Crosby vs Stevens

Free Bill

Crosby vs Stevens
Bill of costs —

In the Supreme court
of the State of Illinois

James B. Crosby

Appellant

vs

George Stevens

Appellee

Appeal from
Prose

It is hereby stipulated that
this appeal be dismissed & the cause
remanded to the court below - for exe-
cution to issue - without any
award of damages in this court.

at costs of Appellant. Loopt & Culbert for
June 29. 1850.

Appellee
W. J. Briggs.
for Appellant.

In Supremant

30

James Brosky

vs } Stipulation
to
dismiss

George Stevens

Filed July 5. 1850.
H. Keland Clk.

James Brosky

George Stevens

James Brosky

George Stevens

39

James B. Coody

vs

George Stevens

✓ 2054

850