

12285

No. _____

Supreme Court of Illinois

Jones, Jr.

vs.

Goodrich.

71641  7

State of Illinois }
Cook County } ss

Shas before the Hon-
orable Buckner S.

Morris Judge of the seventh Judicial Cir-
cuit Court of the State of Illinois and presiding
Judge of the Circuit Court of the County of
Cook in the State of Illinois at a Vacation
Term thereof begun and held at Chicago in
said County of Cook on the Fourth Monday
(being the twenty sixth day ~~xxx~~) of March in
the year of our Lord one thousand eight hun-
dred and fifty five and of the Independence
of the United States the seventy ninth

Present The Honorable Buckner S. Morris
Judge of said Court
James Andrews
Sheriff of Cook County

Attest

Louis D. Hoard
Clerk of the Circuit Court of Cook County

Be it remembered that heretofore to wit, on the
twenty second day of February in the year of our
Lord one thousand eight hundred and fifty
five there was filed in the office of the Clerk of the
Cook County Circuit Court, a certain bond

(security for costs) which is in the words and figures following to wit,

William Goodrich
vs. } Cook County Circuit Court
William Jones Jr. }

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay or cause to be paid, all costs which may accrue in this action, either to the opposite party or to any of the officers of this Court, in pursuance of the laws of this State

Dated this 21st day of } William T. Barron
of February A. D. 1855 }

Afterwards to wit on the same day and year last aforesaid (to wit February 22nd 1855) there issued out of the office of the Clerk of the Court aforesaid, the People's writ of summons directed to the Sheriff of said County and clothed in clothed in the words & figures following to wit,

State of Illinois }
Cook County } vs.

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

We command you that you summon William Jones Junior, 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 Chicago in said county on the fourth Monday of March next, to answer unto William Goodrich in a plea of trespass on the case on promises to the damage of the said plaintiff as he says in the sum of Eight hundred Dollars

And have you then and there this writ, with an endorsement thereon, in what manner you shall have executed the same



Witness Louis D. Hoard,
Clerk of our said court, and
the seal thereof at Chicago
aforesaid this twenty sec-
ond day of February A.D. 1855
L. D. Hoard Clerk

Said writ was afterwards returned,
on the twenty sixth day of March in the
year last aforesaid, into the office of the
Clerk of said Court with an endorsement
thereon by the said sheriff which is in the

4
words & figures following to wit,

Served by reading to the within named
William Jones Jr. February 24th. 1855-

1 service 50

1 mile 5

1 Return 10

65

Jas. Andrew Sheriff
By J. N. Norton Deft.

And afterwards to wit on the fifth
day of March in the year last aforesaid
comes the plaintiff in this cause by his at-
torneys, and files herein his certain de-
claration which is in the words & figures
following to wit,

State of Illinois) Cook County Circuit
Cook Countyss) Court of the March
Vacation Term A.D. 1855

William Goodrich plaintiff in this
suit by Cornell & Barron his attorneys com-
plains of William Jones Jr. defendant who
is summoned &c. in a plea of trespass on the
case upon promises. For that whereas the said
defendant heretofore to wit, on the twentieth
day of February A.D. 1855 to wit at Chicago in
said County of Cook became and was in-
debted unto the said plaintiff in a large

sum of money to wit, the sum of Eight hundred dollars for divers goods, wares and merchandise by the said plaintiff before that time sold and delivered to said defendant at the special instance and request of the said defendant, also in the like sum for money before that time lent and advanced to and paid, laid out and expended by said plaintiff for said defendant at the like instance and request of the said defendant, and also in the like sum of money for money before that time had and received by said defendant to and for the use of said plaintiff, and also in the like sum for the labor, care and diligence of said plaintiff before that time done and performed by said plaintiff for said defendant and at the like special instance and request of the said defendant. And being so indebted to the said defendant in consideration thereof then and there undertook and faithfully promised said plaintiff to pay said plaintiff the said last mentioned sum of money when he the said defendant should be thereunto afterwards requested.

Yet the said defendant not regarding his promise & undertaking, but contriving &c. although often requested so

6
do do hath not paid said plaintiff said sum
of money or either of them or any part thereof
but so do do hath hitherto wholly neglected
and refused and still doth neglect and
refuse to the damage of the said plaintiff
of eight hundred dollars and therefore he
brings suit &c.

Cornell & Barron
Plfs. Attys.

Copy of a/s sued on
William Jones Jr.

To William Goodrich Dr.	
To goods, wares & merchandise	\$ 800
Money lent & advanced	8 800
" had & received	8 800
Work & labor	8 800

William Goodrich	} Cook County Circuit
vs.	
William Jones Jr.	} Court
	} March 5 th 1855

On reading & filing plaintiffs
declaration in this cause and on motion
of Cornell & Barron Plaintiffs attorneys
it is ordered that said defendant please
to said plaintiffs declaration within
ten days after service of a copy thereof
and a copy of this rule on him or in default

thereof his default be entered for want of a
plea and judgment be entered against
said defendant at the next vacation term
of this Court.

William Goodrich } Cook County
vs. } Circuit Court
William Jones Jr. ss.)

To the defendant in the
above entitled suit-

You are hereby notified that on the
first day of the next Vacation term of said
Court, we shall move said Court for a
default against you in said above enti-
tled cause unless you plead to the decla-
ration filed in said suit according to law

Chicago March 3rd 1855

Cornell & Barron
Plffs Attys

William Goodrich,
vs.

William Jones Jr. ss.

Jennins Mulery being
first duly sworn deposes and says that on
this sixth day of March A.D. 1855 he delivered
to William Jones Jr. the defendant in the
above entitled cause a copy of the decla-
ration filed in said suit together with

a rule to plead and notice thereon endorsed
Chicago Mar. 6th. 1855-

Subscribed & sworn J. Mulhig
to before me this

6th day of March A. D. 1855

L. D. Hoard Clk-

And afterwards to wit on the fifteenth
day of March in said year comes the said
defendant by his attorneys and files in
this cause his certain plea and affida-
vit of merits which are in the words &
figures following to wit,

State of Illinois } Cook County Circuit
Cook County ss. } Court March Tr. 1855

William Goodrich

vs.

William Jones Jr. }

And now the
said defendant comes and defends the
wrong and injury &c. when, where &c.
and says that he never promised the
said Plaintiff in manner and form
as he hath declared against him, and
of this he puts himself on the country

By his Atty.

Wilkinson Daw & Pearson

And the Plff. likewise doth the same by his
attys.

Cornell & Barron

And the said Defendant for further plea
by leave of Court, by his attys. comes & defends
the wrong & injury where. & says that he fully
& entirely paid the said plaintiff any and
all demands & claims of said plaintiff
against him & said defendant and of this
he puts himself on the Country

By his Attys

Wilkinson Dow & Pearson
acts attys.

And the said Plaintiff doth the same
likewise by his attys.

Cornell & Barron

State of Illinois }
Cook County } ss.

Presently comes the said
defendant, William Jones Jr. who says
upon oath that he has a good defense to
said action the merits

Subscribed and
sworn to before me
this 15th. day of

William Jones Jr.

March 1855-

L. D. Hoard

Clk

And afterwards to wit, on the seventeenth day of December in the year last aforesaid the same being one of the days of the regular November Term of said Circuit Court for said year - this cause having been regularly adjourned from term to term to the present term, the following among other proceedings were had in this cause and entered of record in said Court to wit,

William Goodrich	} ass't
vs.	
William Jones Jr.	

This day comes the said Plaintiff by Cornell & Barron his attorneys and the said defendant by Wilkinson Dow & Pearson his attorneys also comes and issues being joined it is ordered that a Jury come and thereupon come the Jurors of a Jury of good and lawful men to wit, G. W. French, D. McGuire W. B. Wightman, G. W. Irwin, William Coleman, James Turner, Samuel Ingle Austin Fines, James Campbell, C. C. Newton, R. H. Fiske and H. S. Smith who being duly elected tried and sworn well & truly to try the issue joined between the parties according to law and the evi

and they hearing the testimony of witnesses, arguments of counsel and instructions of the Court retire under charge of an officer of the Court to consider of the verdict and afterwards come into Court and say, We of the Jury find the issue for the plaintiff and assess his damages at the sum of three hundred and seventeen dollars and eighteen cents - Whereupon the said defendant by his counsel moves the Court for a new trial of this cause.

And afterwards to wit on the second day of January in the year of our Lord one thousand eight hundred and fifty six - it being as yet as the said November term of the Court aforesaid the following further proceedings were had in this cause & entered of record in said Court to wit,

William Goodrich

vs.

William Jones Jr.

} ass't

This day again come the said parties by their Attornies and the Court having now heard the arguments of counsel on the motion for a new trial of this cause orders that the same

be overruled and that judgment be entered on the verdict.

Therefore it is considered that the said Plaintiff do have and recover of the said defendant his damages of three hundred and seven teen dollars and eighteen cents assessed as aforesaid together with his costs and charges by him about his suit herein expended and have execution therefor.

And afterwards to wit on the fourth day of the month & year last aforesaid and as yet of the term of said Court last aforesaid the following further proceedings were had in this cause and entered of record in said Court to wit,

William Goodrich

vs.

William Jones Jr.

} assl.

This day again comes the said defendant by his attorneys and by leave of the Court the said defendant excepts to the ruling of the Court in overruling the motion for a new trial of this cause & prays an appeal of this cause, whereupon leave is given to the defendant to file his Bill of exceptions and bond herein by the ninth instant

and afterwards to wit on the tenth day of
January in the year last aforesaid and as
yet of said November term of said Court the
following further proceedings were had &
entered of record in said Court in this
cause to wit,

270 William Goodrich }
vs } ass
William Jones Jr. }

This day again comes
the said defendant by his attorneys and
by leave of the Court files his bond in the
penal sum of six hundred and thirty
four dollars with Thomas Barron and
Henry R. Thayer as securities which bond
is approved by the Court.

Afterwards and on the day & year
last aforesaid (to wit January 10, A. D.
1856) comes the said defendant by his
attorneys and files in this cause his
certain bill of exceptions which is in
the words & figures following to wit,

Cook County Circuit Court

William Goodrich }
vs } of November Term 1855
William Jones Jr. }

Afterwards to wit, at the day & place within mentioned before the Hon. George Manierre Judge of the Cook County Circuit Court comes as well the said William Goodrich as the said William Jones Jr. by their Attys. and the Jurors of the jury within mentioned being called came & being elected, tried & sworn to by the several issues within joined.

Plffs. Counsel Cornell & Barron then offered in evidence on the part of Plff. & to prove the claim within declared on.

(Deposition of one David B. Birney to the reading of which to the jury. Deft. by his counsel Wilkinson Dow & Pearson objected for the reason that there was a variance between the account exhibited in the Deposition & that in Plffs. Declaration - that it appeared to be between different parties and objected generally to same. But the Court overruled the objection & allowed the same to be read to the jury which Deposition is in the words & figures following to wit,

William Goodrich	}	Cook County
as		Circuit Court
William Jones Jr.	}	State of Illinois

The Deposition of David B. Birney of the City & County of Philadelphia & State of Pennsylvania a Witness of lawful age produced, sworn & examined upon his cor.

perat oath on the ninth day of May in the year
of our Lord one thousand eight hundred & fifty five
1855 at the office of Joshua Mitchell Commissioner
named in the notice, South East Corner of Sixth
Commerce Street in the City of Philadelphia afore-
said by me Joshua Mitchell a Commissioner duly
appointed by a Decretum Potestatis or Commis-
sion issued out of the Clerk's office of the Circuit
Court of Cook County State of Illinois bearing Teste
in the name of L. D. Hoard Esq. Clerk of the said
Circuit Court, with the seal of said Court affixed
thereto, and to me directed as such Commissioner
for the examination of the said David B. Birney
a Witness in a certain suit and matter in con-
troversy now pending and undetermined in
the said Circuit Court wherein William Good-
rich is Plaintiff and William Jones Jr. is Defendant
in behalf of the said William Goodrich as well
upon the Cross Interrogatories of the Defendant as
on the Interrogatories of the Plaintiff which were
attached to and enclosed with the Commission
and upon none others. The said David B. Birney
being first duly sworn by me J. Mitchell Commis-
sioner aforesaid as a Witness in the said cause
previous to the commencement of his examina-
tion, to testify the truth as well on the part of the
Plaintiff, as the Defendant in relations to the mat-
ters in controversy between the said Plaintiff and

Defendant so far as he should be interrogated, testified and deposed as follows—

Interrogatory First

What is your name, age & occupation and where do you now reside?

Answer to the first

My name is David B. Birney, aged thirty years, Occupation Notary Public, Commissioner of Deeds & Mercantile Agent, I reside in the City of Philadelphia.

Interrogatory Second

Do you know the Parties Plaintiff & Defendant or either and which of them & how long have you known them or either of them?

Answer to the Second

I know the Parties Plaintiff & Defendant. I have known the Plaintiff since 1847 and the Defendant since September 1849

Interrogatory Third

Do you know of any transaction in dealings by the said Defendant William Jones Jr. with said Plaintiff William Goodrich? If yes what were they, when & where did they occur. Declare the same fully & at large.

Answer to the third

The Defendant when I first became acquainted with him in September 1849 until January 1854 was in the employment of

the Plaintiff as a Copyist. There was nothing unusual in the transactions between them except that the Plaintiff advanced the Defendant sums of money from time to time beyond the salary paid Defendant in the strength of his promises to refund them from his interest in an Estate in New York.

Interrogatory Fourth

Do you know of any money, Merchandise, Goods, Chattels or property having been received by the said Defendant of said Plaintiff or paid, laid out or expended by said Plaintiff to and for said Defendant, or lent or advanced by said Plaintiff to or for said Defendant or sold & delivered by said Plaintiff to said Defendant? If yes, what, how much, and of what value was the same and by whom, when & where was the same received, or paid, laid out, or expended, or lent and advanced, or sold & delivered, and at whose request?

Answer to the Fourth

I cannot give amounts & dates from memory. In ^{December} ~~January~~ 1853 the Defendant asked of me permission to look at the Ledger of William Goodrich the Plaintiff, to examine his account, he did so expressing himself satisfied with its correctness. The annexed account marked A & hereto annexed is an exact Copy of the account in said Ledger examined by him and pronounced

correct. In the year 1852 & 1853 during the absence of Mr Goodrich I paid the salary of William Jones, the Defendant to him. I cannot point out the different items paid by myself to Jones but believe the account annexed to be correct and true as it is a correct copy from a Book to which Jones had free access and the accuracy of which he never disputed.

Interrogatory Fifth

Have you any means of knowing what the account of the said Plaintiff against the said Defendant is? and what are they? State if you can fully & correctly the account of the Plaintiff with the said Defendant and the several items thereof.

Answer to the fifth

I had continued and free access to the account Books of Plaintiff and during his absence which were frequent during the years 1852 & 1853 I had charge of his business. The Defendant was in his employment and during those absences received his pay from me. The account annexed marked A is a correct copy of the account against Defendant on the Books of Plaintiff. That account has never been altered since the Entries were made therein and has been frequently inspected by Defendant up to the date of his leaving the employment of Plaintiff.

Interrogatory Sixth

What was the amount of money

due and owing from the said Defendant to the said Plaintiff on or about the first day of March last and what is now due & owing by said Defendant to said Plaintiff, if any thing?

Answer to the Sixth

Upon his open account there was due Three hundred, ninety two Dollars \$392.00 as per account marked A and hereto annexed. The Plaintiff held several Notes for separate transactions the amount of which I do not know

Interrogatory Seventh

Do you know any other matter or thing touching the matters in question that may tend to the advantage or benefit of the said Plaintiff? If yes, declare the same fully and at large as if you had been particularly interrogated thereto.

Answer to the Seventh

It might be well for me to remark that the Books of Plaintiff were kept accurately and for the most part during the years from 1849 to 1854 by himself. The letter annexed marked B is written by the Defendant to Plaintiff in reply to a demand made by Plaintiff for the amount due him

Sworn, examined
& subscribed before me
May 9th. 1855

David B. Birney

J. Mitchell Comr

Cross Interrogatories

Cross Interrogatory first

Where was you born? How long have you resided in Philadelphia?

Answer to the first

I was born in Huntsville State of Alabama, and have lived in Philadelphia since September A.D. 1849

Cross Interrogatory second

What are your trades or professions? What are your present employments and how long have you been engaged in the same?

Answer to the second Interrogatory

I am a Notary Public, Commissioner of Deeds and also have charge in the City of Philadelphia of the Mercantile Agency of B. Douglass & Co. I have been a Notary Public since January 15th. 1855, Commissioner of Deeds since January 1850, and in charge of Mercantile Agency since March 13th. 1855.

Cross Interrogatory third

Are you at present in the employ of the Plaintiff? If so, how long have you so employed? State particularly the time you entered into the same? and what your particular duties are in such employment?

Answer to the third

I am not in the employment

of Plaintiff

Cross Interrogatory Fourth

Do you or do you not know when the Defendant first entered the employ of the Plaintiff?

Answer to the Fourth

I do not know except from hearsay.

Cross Interrogatory Fifth

Do you know anything of the transactions between Plaintiff and Defendant except what you have learned from Plaintiff and from Plaintiff's Book? Do you or not rely upon those two sources for most of your information?

Answer to the Fifth

I know of the transactions between the Parties, from the statement of each, from my position as chief and confidential employee of William Goodrich the Plaintiff, and from the Books. I rely upon all and from my observations for my information.

Cross Interrogatory Sixth

Are you or not the keeper or keepers of Plaintiff's Books in Plaintiff's business? State what that business is? And if you have so kept the Plaintiff's Books state how long and when you so began to keep them, in particular Book of account?

Answer to the Sixth

I am not the Keeper of Plaintiffs Books. Plaintiffs business was that of a Mercantile Agent, Plaintiff is now a Banker

Cross Interrogatory Seventh

Do or not the Plaintiffs Books show the whole or any part of the money claimed by the Plaintiff as having been paid the Defendant?

Answer to the Seventh

The annexed account marked A and hereto annexed is a correct and true copy of the Plaintiffs Books.

Cross Interrogatory Eighth

Was or not Richard R. Beard
 en a Partner with Plaintiff in their business from
 and after January 1st. 1852. And during a part of
 the time Plaintiffs ^{account} against Defendant purports
 to have accrued? Was or not said Copartnership
 published in the papers of your City? Was it
 or not so published in the North American
 and other papers? Has any dissolution of said
 Copartnership ever been published, if so when?
 State all you know about the same.

Answer to the Eighth

I cant say as to the Co-
 partnership with R. R. Bearden. From Au-
 gust 1851 to March 1852 I was not in the

Plaintiffs Attorney objects
 to this Eighth Interrogatory
 of the Defendants

employment of Plaintiff. In March the Plaintiff told me that all had been agreed upon but Mr. Bearden had declined to consummate it by signing the papers. I think the Copartnership was never in force. I don't know of its publication, I never saw it

Cross Interrogatory Ninth

Was there or not a secret Copartnership between David B. Birney and the Plaintiff from and after January 1st. 1854 to some subsequent date? And is there or not such partnership now existing and was not such Copartnership promulgated through Richard Switzer, David B. Birney's Brother and others? Did not Richard Switzer promulgate through the office of William Goodrich and state that he was witness to the signing of the Articles of Copartnership?

Answer to the Ninth

No such secret Copartnership ever existed. I was authorized by power of Attorney to sign the firms name of William Goodrich & Co. The Plaintiff had traded under that style from the time I knew him in 1847 to March 13th. 1855. A contract existed between us from January 1854 that I should become a partner in June 1855 if I should so choose. I don't know whether Richard Switzer pro-

Plaintiff's Attorney objects
to this Ninth Interrogatory
of the Defendants

mulgated the assertion referred to or not. He was a Witness to the above contract. I was also a partner in the firm of D. G. Barnitz & Co. in which Mr. Goodrich was also a Partner. That was a Banking business.

Cross Interrogatory Tenth

Did Richard Switzer ever have access to Plaintiff's Books of accounts, Cash Book, Journal, Ledger &c. or make any entries there in, or any manner keep those Books?

Answer to the Tenth

He had access to them. He was not the Plaintiff's Book keeper. He ~~made~~^{may} have made some Entries. I can't say.

Cross Interrogatory Eleventh

Did David B. Birney ever keep Plaintiff's Books of account up to the time that the Defendant left Plaintiff's employ, or pretend to keep them by making Entries in his Journal, Ledger &c.? Except in cases of Plaintiff's absence from Town and then did he ~~and~~ not keep memorandums of Cash paid Defendant and other hands in the office to be entered by Plaintiff on his return?

Answer to the Eleventh

I never kept Plaintiff's account Books. During the Plaintiff's absence I kept a small Cash Book. Upon his return he copied my entries into his Books after a careful comparison by both of us.

Cross Interrogatory Twelfth

(Did not Richard B. Bearden keep Plaintiff's Books of account up to the time the said Bearden left Philadelphia? And did not Plaintiff keep them himself always thereafter?

Answer to the Twelfth

Richard Bearden may have assisted the Plaintiff. I think Plaintiff always made his Cash Entries and balanced his own Books.

Cross Interrogatory Thirteenth

Are either or both of said Deponents at the present time, interested in the business of said Plaintiff? If so how and to what extent

Answer to the Thirteenth

I am not interested in Plaintiff's business.

Cross Interrogatory fourteenth

Has there or not been a feeling of Enmity on the part of said D. B. Birney towards said Defendant? Has he ever threatened or attempted or endeavored, directly or indirectly to injure the said Defendant in his business or interests

Answer to the Fourteenth

I have never entertained the slightest feeling of Enmity towards the Defendant. I always regarded him a capable Copyist & much regretted that his indulgence in Strong Drink should have created the strange belief

in his mind that I was an enemy of his. As he had been a long time in the employment of Plaintiff I overlooked many of his short comings as Clerk and only regretted on his own account that he was permitting Brandy to get the control of him. I have never threatened or endeavored directly or indirectly to injure the Defendant in his business or interest. On the contrary I have always endeavored to favor him and promote his interests. I was never intimate with him in any way as habits, tastes and manner of life differed widely.

Cross Interrogatory Fifteenth

Is the Plaintiff present at the giving of your Deposition in the case respectively? When did he first request you to give your Deposition in this case? Have you ever had any conversation with Plaintiff about this case, or the giving of your Deposition in the same? If so when, where and how many times? And state particularly all that was said on every such occasion?

Answer to the Fifteenth

The Plaintiff is not present at the giving of my Deposition. He never did request me to give my Evidence. Since the Commission came on I asked him concerning it and obtained from his Books the answered accounts marked A which I have carefully compared with his Books and find all correct. He said

that he was surprised that Jones when he had befriended and advanced money to him when it was seriously inconvenient to him, to save him from the Sheriff that he should have deceived him so, as to his inheritance in New York and should now attempt to dispute his account, which he Jones knew to be perfectly correct. He said that he attributed it to the influence brought to bear on Jones by several of his associates here and his habits. He said that it was an instance of Ingratitude that he had seldom known equalled. He said that the inheritance claimed by Jones in New York had been mostly dissipated by Jones at the time he was borrowing money from him on the strength of it. That he could not imagine how Jones with only a wife to support in a quiet way could have expended such sums of money. This was I think all that was said by Mr. Goodrich on every such occasion.

Cross Interrogatory Sixteenth

State particularly all the sources from which you obtain any or all the knowledge upon which you base your Deposition in this case Respectively.

Answer to the Sixteenth

My sources of information are the Plaintiff the Defendant and the statements made by each. My intimate conviction

with the business of the office and the Books of Plaintiff
 Sworn and Subscribed } (David B. Birney
 May 9/55 before me.
 J. Mitchell Comr.

I, Joshua Mitchell of the City & County of Philadelphia State of Pennsylvania a Commissioner duly appointed to take the Depositions of Richard Switzer and David B. Birney (said Switzer not being produced) a Witness whose name is subscribed to the foregoing Deposition, Do hereby Certify that previous to the commencement of the Examination of the said David B. Birney as a Witness in the said suit between the said William Goodrich Plaintiff and the said William Jones Jr. Defendants he was duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy between the said William Goodrich Plaintiff and the said William Jones Jr. Defendants so far as he should be interrogated concerning the same. That the said Deposition was taken at my office in the City of Philadelphia and State of Pennsylvania, was taken by me as aforesaid, the interrogatories and answers as written down were read over to the said Witness and that thereupon the same was signed and sworn to by the said Deponent David B. Birney before me the oath being administered by me Joshua Mitchell said Commissioner as such

Commissioner at the place and on the Ninth day of May in
the year 1855

J. Mitchell Comr

William Jones Jr. in account with W^m Goodrich & Co.

1852

		825-16 th 820	
Jan. 20 th 837-24 th 820-31 st 830	Feb. 10 th 823-14 th 830-25 th 819	Mar. 6 th 816-5 th 85-12 th	225 00
Mar. 23 rd 83-25 th 817-26 th 835-8 th 85-15 th 85-17 th 822-19 th 825-21 st 82-23 rd 82-24 th 815-26 th 81-28 th 85			114 50
May 1 st 815-7 th 85-8 th 815-11 th 82-12 th 810-17 th 815-18 th 82-19 th 815-22 nd 85-24 th 822-25 th 85-28 th 83-29 th 812			136 00
June 5 th 830-10 th 82-11 th 82-12 th 815-15 th 85-19 th 826-24 th 82-26 th 818-30 th 820	July 11 th 820-14 th 85-19 th 820-26 th 822		168 00
July 26 th 82-28 th 82-31 st 810	Aug. 5 th 810-7 th 815-10 th 810-14 th 810-19 th 85-21 st 815-24 th 820-30 th 810	Sep. 4 th 812-8 th 83-11 th 827	167 00
Sep. 15 th 85-24 th 85-29 th 820-30 th 811	Oct. 2 nd 82-5 th 85-9 th 825-16 th 814-19 th 85-23 rd 851-30 th 810	Nov. 2 nd 85-6 th 85-10 th 810	179 80
Nov. 9 th 83-16 th 82-11 th 815-13 th 820	Dec. 1 st 821-27 th 82-29 th 818-30 th 820	Dec. 1 st 827-4 th 810-8 th 810	165 38
Dec. 14 th 810-18 th 825-20 th 85-23 rd 820-25 th 82-28 th 85-30 th 810-31 st 85	Death & Death 85 25		87 25
1853			
Jan. 14 th 858-21 st 85-22 nd 85-25 th 82-26 th 813-31 st 82-31 st 818	Feb. 10 th 85-11 th 815-18 th 85-19 th 815-26 th 820	Mar. 1 st 85-3 rd 85	165 00
Mar. 5 th 825-8 th 815-12 th 82-15 th 83-17 th 815-19 th 85-23 rd 810-25 th 810-29 th 85-30 th 85	Apr. 2 nd 810-6 th 820-12 th 824-18 th 85-21 st 846-26 th 85-30 th 810		209 00
May 3 rd 85-14 th 85-6 th 810-9 th 810-14 th 812-17 th 840-21 st 85-24 th 810-27 th 810	June 1 st 810-3 rd 810-11 th 827-15 th 821-22 nd 810-24 th 810		195 00
June 27 th 810	10-822	July 12 th 830-14 th 815-16 th 85-18 th 82-20 th 815-22 nd 83-25 th 85-28 th 85-30 th 810	112 00
Aug. 3 rd 85-5 th 813-6 th 85-10 th 87-13 th 820-17 th 825-20 th 830-31 st 830	Sep. 9 th 85-19 th 810-22 nd 815-24 th 85-30 th 815	Oct. 1 st 85-12 th 810-15 th 845-20 th 820-29 th 814-31 st 85-11 th 835-15 th 85-16 th 835-16 th 85-19 th 847-22 nd 815-25 th 845	175 00
Oct. 6 th 820-8 th 811-12 th 810-15 th 810-18 th 845-20 th 820-29 th 814-31 st 85-11 th 835-15 th 85-16 th 835-16 th 85-19 th 847-22 nd 815-25 th 845			191 00
Dec. 2 nd 85-6 th 85-8 th 85-10 th 810-13 th 85-15 th 845-17 th 845-19 th 845-22 nd 810-24 th 82-28 th 845-29 th 845-30 th 85			99 00
1854			
Jan. 6 th 810-9 th 810-11 th 845-14 th 825-16 th 845-19 th 845-31 st 830			114 00
1855			
March 2 nd To Cash loaned you in part page of yr. Off on us for 8150			25 00
Jan. 6 - Cash pay you omitted in footing			14 00
Feb. 6 - Balance still unpaid on your Off. for 8150			25 00
Jan. 7 th Cash 820-8 th 810-11 th 845-14 th 825-16 th 845-19 th 845-31 st 830			2506 93
			90 00
			\$ 2596 93

Credits

1852

By Balance from old Books - 120.75

July 1st " " 6 mos. salary 500.001853
Jan'y 1st " " 6 " do 500.00July 1st " " 6 " do 500.001854
Jan'y. 1st " " 6 " do 500.0021st salary to date 833.4

2204 09

Balance due to G. & Co 392 84

Mr. Wm Goodrich

Dear Sir

Your note of last evening is received & altho' I was in a measure prepared for your drawing back from the consummation of our agreement, from the time that has elapsed since the verbal one was made yet I was perfectly astonished that any charge was to be brought against me, impugning my character in any manner in which your interest or that of the Mercantile Agency was concerned.

I am as yet unadvised what the specific charges are or who are my accusers, you seem to have constituted yourself Judge & Jury, condemning upon ex-parte statements, without giving the accused an opportunity of vindicating themselves.

I am cognizant of all the facts in the D'Estere matter and my conduct is open to the most rigid scrutiny & I demand the investigation face to face with my accusers

when I am satisfied that I can place the matter in such a light, and my accusers in such a position that you will feel most heartily ashamed of having offered this as a plea for the non-consummation of our agreement.

As to the latter part of your note, referring to my indebtedness to you, you are perfectly correct in all you say. In answer I am pleased to state that my affairs in N. York are in such a state of forwardness that I am in daily expectation of having the means to cancel the debt, and I can assure you that nothing will give me more pleasure.

I remain

Saturday A.M.
June 21st

Very Respectfully - Yours

William Jones Jr.

To which decision of said Court ⁱⁿ ~~by~~ overruling said objection and permitting said Deposition to be read in evidence to the Jury the said Defendant by his Counsel then & there excepted.

This was all the evidence offered on the part of the Plaintiff. Deft's counsel then offered in evidence on the part of said Defendant the deposition of one James S. Bird. To which the Plaintiff by his counsel objected for the following reasons. 1st That the Commissioner for the taking of said deposition was not issued from the Clerk's office on the day set by the notice to wit, in June A. D. 1855 but several

months afterwards to wit, November A. D. 1855-

2nd That said Commission was improperly executed.

There was no sufficient return by the Commissioner

3rd That the evidence contained in the deposition both question & answer were immaterial & irrelevant to the issue joined in the case.

4th That the Plffs. Counsel had had no opportunity of examining the Deposition previous to the trial - it having been taken off from the files & retained in the hands of Defs. counsel ever since their filing until the time of trial, which was admitted by the Defs. Counsel.

All which objections the Court overruled except the third, and upon motion of Plffs. counsel excluded said deposition from being read to the jury, except so much thereof as related to the question of Copartnership - which deposition is in the words & figures following to wit,

The Deposition of James Bird and John S. Bird of the City of Philadelphia and State of Pennsylvania Anno Domini 1855 on the first day of December at the office of John Binns No 46. 80 sixth Street in the City of Philadelphia and State aforesaid and by me John Binns a Commissioner duly appointed by a Decree in Potestatum or Commission issued out of the Clerk's Court of Cook County in the State

of Illinois bearing test in the name of L. D. Hoard Esq. Clerk of the said Circuit Court, with the seal of said Court affixed thereto and to me as such Commissioner for the examination of certain named witnesses in a certain suit and matter in controversy now pending and undetermined in the said Circuit Court wherein William Goodrich is Plaintiff and William Jones Jr. Deft. in behalf of the said Defendant, as well upon the Cross interrogatories of the Defendant as on the Interrogatories of Plaintiff which were attached to or enclosed with the said commission and upon none others. The witness Jas. L. Bird being first duly sworn by me John Binns, the Commissioner named as a witness in the said cause, previous to the commencement of his examination, to testify the truth as well on the part of the Plaintiff, as the Defendant in relation to the matters in controversy between the said Plff. as the Deft. in relation to the matters in controversy between the said Plff and Deft. as far as he should be interrogated.

James L. Bird a witness on the part of the Deft. being by me sworn to testify the truth, the whole truth, and nothing but the truth - to the first Interrogatories makes answers as herein after set forth

Interrogatory the first— How long have you been acquainted with William Jones Jr. Was he a fellow clerk of yours in the house of W^m Goodrich and in the house of W^m Goodrich & Co. Mercantile Agency, Philadelphia, Pennsylvania, and how long did you know him as such? Please be particular as to him? What was his character for efficiency and attention to business during said time?

Ans— I have been acquainted with W^m Jones Jr. since 1847. He was a clerk with me in the house of William Goodrich, I am not certain as to his having been a clerk with me in the house of W^m Goodrich & Co. I knew him as such Clerk from 1847 to 1851. His character as to efficiency & attention to business during that time was very good.

Interrogatory the 2nd— State whether or not said Jones had the entire superintendence of the Record Department, the control of the work done and the overseeing of the Recording Clerks and state particularly what were his general duties?

Ans— He had the overseeing of the Record department & the overseeing of the work done by the Record Clerks, the work in the first instance, given to him and he delivered it to the Clerks and saw that it was properly done.

Interrogatory the third. State whether or not said Jones, with the Clerks under his supervision were required to work of evenings, fractions of the night & sometimes all night, and if so, state whether or not, said Jones, to your knowledge, or the Clerks under him, received any remuneration or the Clerks under him for said over-work after January 1, 1847?

Answer to the third Interrogatory. - Jones with the Clerks under his supervision were required to work of evenings, and sometimes, but seldom through the night after Jan'y. 1st 1847.

Interrogatory the fourth - State whether or not the night work above referred to was extra work or not? and whether or not, said Jones & Clerks under him objected to perform it without extra pay? and what proportion of each year and at what season, was such extra work required to be done?

Answer to the fourth Interrogatory - The night work referred to was extra work - Jones & his Clerks objected to do such work without extra pay - such work was generally required to be done during the months of January & July, and sometimes oftener.

Interrogatory the fifth - Do you or not know whether said Jones from the accumulation of work was compelled or required to remain

in order to keep the current work of the office up?

Answer to the fifth - He was, with the rest of the Clerks required to remain to keep the current work of the office up.

Interrogatory the sixth - Do you, or not know, that the example which said Jones set before his fellow Clerks secured the prompt attention to business of the Clerks or resulted in a great amount of work being done by them for the said Goodrich which would not otherwise have been done?

Answer to the 6th - I have no doubt it was so.

Interrogatory the seventh - Did or not said Jones, in addition to his personal exertions, to forward the work of the office pay out of his own pocket money to some of the hands for overwork done for said Goodrich?

Answer to the seventh - I cannot say positively that he did.

Interrogatory the eighth, Do you know at what time Richard R. Beardon became a partner in the firm of William Goodrich & Co.? In which of the Philadelphia papers was said partnership published and in what papers, if any was its dissolution published?

Answer to the Eighth - I do not know when Beardon became a partner in the firm of W^m Goodrich & Co. nor in wh. paper such

partnership was published or its dissolution.

Interrogatory the ninth - State whether or not at times, said Jones, on account of the sickness of his senior Clerks and the absence of said Goodrich, was entrusted with the whole control of the establishment, known as the Mercantile agency, in all its details both financial and otherwise?

Answer to the Ninth - I do know that Jones was on two different occasions, by power of Attorney so entrusted.

Cross Examination of Jas. S. Bird on behalf of the Plff

Cross Interrogatory the first - Do you know of any special contract or understanding by or between the said Plff and the said Jones the Def as to night work and whether or not, said Jones, with other Clerks, were not paid a certain sum or salary for their services including night work during the busy season?

Answer - I do not know of any special contract to that effect - the night work was always considered extra.

Cross Interrogatory the second - What were the habits of the Def. Jones while in the employment of Mr. Goodrich as to the

use of and drinking of intoxicating liquors? Did you see him intoxicated or the worse for liquor during such time, how often did you ever see him intoxicated during business hours? Was he or not an habitual drinker of intoxicating liquors? State fully.

Answer — He used to take a drink occasionally. I never saw him intoxicated or the worse for liquor. He used to drink occasionally, a moderate drinker and not very often.

~~Q~~ Cross Interrogatory the third — What was the amount of salary paid to the Defend. Jones by the ~~P~~ Mr. Goodrich while in his employment?

Answer — I do not know.

Cross Interrogatory, the fourth — Why did you leave the employment of Mr. Goodrich — at that time you left, were you in debt to Mr. Goodrich or not? What were your relations and feelings towards Mr. Goodrich at that time, are you on friendly terms with him or otherwise?

Answer — I was on friendly terms with Mr. Goodrich when I left him and am now on the same terms.

Cross Interrogatory the fifth — Has Mr. Jones advanced you any money, at any

time, and when and how much? And are you now indebted to him and how much?

Answer - He has advanced me trifling sums occasionally, so far as I remember I am not indebted to him now

Sworn and subscribed

James S. Bird

on the 3rd day of December

1855 before the subscriber

at his office No 46, so sixth St. in the
City of Philad^a State of Pennsylvania



John Birns

Com^{rs} of the State of Illinois
for the City of Philad^a

To which decision of the Court in sustaining the motion of Plffs. Counsel - Deft. by his Counsel then & there excepted.

Defendant then offered in evidence to the jury the deposition of one John L. Bird to which the Plaintiff's Counsel objected for the same reasons as to the former deposition above last mentioned. But the Court overruled all the Plffs. objections except the third before stated & upon motion of Plffs. Counsel the Court excluded said Deposition from the jury except so much thereof as related to the question of Copartnership. This deposition was

in the words & figures following to wit,

John L Bird a witness on the part of the Defendant being by me sworn to testify the truth, the whole truth and nothing but the truth to the following Interrogatories makes answers as herein after set forth.

Interrogatory the first - How long have you been acquainted with William Jones Jr. Was he a fellow clerk with you in the house of William Goodrich & Co. Mercantile Agency, Philadelphia, Pennsylvania - And how long did you know him as such. Please be particular as to time - What was character for efficiency and attention to business during said time?

Answer - I have been acquainted with William Jones Jr. since the year 1848. He was a Clerk with me in the house of W^m Goodrich and in the house of W^m Goodrich & Co. Mercantile Agency Philad^a Pennsylvania. I knew Jones from 1848 to 1852. when I left Goodrich's employment. His character for efficiency & attention during that time was very good.

Interrogatory the 2nd - State whether or not said Jones had the superintendence of the Record Department, the control of the work done and the overseeing of the Recording Clerk and state particularly what were his general duties?

Answer - Jones had the superintendence of the Record Department and the control of the work done and also the overseeing of the Recording Clerks. These were his principal duties and seeing that the work was properly done.

Interrogatory the 3^d State whether or not said Jones, with the Clerks under his supervision were required to work of evenings, fractions of the night and sometimes all night and if so state whether or not said Jones, to your knowledge, or the Clerks under him received any remuneration, or the Clerks for said overwork after January 1, 1847

Answer - Jones and the Clerks under him were sometimes required to work of evenings fractions of the night and sometimes all night. I cannot say whether Jones received any remuneration for the work he did or the Clerks under him, I know I did after January 1st, 1847

Interrogatory the fourth - State whether or not the night work above referred to was extra work or not, and whether or not said Jones and Clerks under him objected to perform it without extra pay? And what proportion of each year and at what season was such night work required to be done?

Answer - The work referred to was extra work - I know that the Clerks under Jones did object to do such work without extra pay - I do not know what Jones done - The night work was required to be done from one to two months in the winter season, and from one to two months in the summer season.

Interrogatory the fifth - Do you or not know whether said Jones from the accumulation of work was compelled or required to remain in order to keep the current work of the office up?

Answer - He was so required.

Interrogatory the 6th Do you or not know that the example which said Jones set before his fellow Clerks secured the prompt attention to business of many of the Clerks or resulted in a greater amount of work being done for the said Goodrich which would otherwise have been done?

Answer - Jones' example no doubt had its influence among the Clerks and thus secured a greater amount of work being done than would otherwise have been done.

Interrogatory 7th Did or not said Jones in addition to his personal exertions to forward the work of the office, pay out of his own pocket money to some of the hands for overwork done for said Goodrich?

Answer - I cannot tell.

Interrogatory the 8th - Do you know at what time Richard R. Beardon became a partner in the firm of William Goodrich & Co - In which of the Philadelphia papers was said partnership published, or its dissolution?

Answer - I think that partnership commenced in 1851 - I think it was published in the Public Ledger - I can't say whether the dissolution was published in any paper.

Interrogatory the 9th State whether or not at times said Jones, on account of the sickness of his senior Clerks and the absence of said Goodrich, was entrusted with the whole control of the establishment known as the Mercantile Agency, in all the details both financial and otherwise?

Answer - I know nothing about that.

Cross Examination of John S. Bird.

Cross Interrogatory the first - Do you know of any special contract or understanding by or between the said Plff and the said Jones, the Deft. as to night work & whether or not said Jones with other Clerks were not paid a certain sum or salary for their services including night work during the busy season?

Answer - I do not know of any contract between Goodrich & Jones as to night work.

Cross Interrogatory The Second - What were the habits of the Deft. Jones, while in the employ of Goodrich as to the use of and drinking intoxicating liquors? Did you see him intoxicated or the worse for liquor during such times, How often did you ever see him intoxicated during business hours? Was he or not an habitual drinker of intoxicating liquors? State fully.

Answer - His habits in that respect was very good while I was there - I never saw him intoxicated during business hours - He would occasionally drink intoxicating but I never knew him to drink so as to be incapable of doing his business.

Cross Interrogatory The Third - What was the amount of salary paid to the Deft. Jones by the Off. W^m Goodrich while in his employment?

Ans^r - I do not know anything about the amount.

Cross Interrogatory The fourth - Why did you leave the employment of Mr. Goodrich at the time you left were you in debt to Mr. Goodrich or not - What were your relations & feelings toward Mr. Goodrich at that time

and now are you on friendly terms with him or otherwise?

Answer - I left Mr. Goodrich's employment because he refused ^{to pay} us any longer for extra work - When I left his employment I was not indebted to him, My feelings are not very friendly towards him -

Cross Interrogatory the fifth - Has Mr. Jones advanced you any money at any time and are you now indebted to him and how much?

Answer - I cannot positively say whether Mr. Jones has or has not advanced me any money - I am not now indebted to him.

Sworn to & subscribed John S. Bird
on the 3^d day of December
1855 before the subscriber
at his office No 46. 80. sixth St.
in the City of Philad^a State
of Pennsylvania

John Birns
Commiss^r of the State of Illinois
for the City of Philad^a



In making the above and foregoing return to the accompanying Commission to the Honorable the Circuit Court of Cook County State of Illinois, the subscriber deems it his duty to state that he issued and gave to

an officer to serve Subpoenas for all the witnesses named in the Commission and accompanying papers but as a Commissioner of Deeds cannot compel the attendance of the persons he thus has subpoenaed but two of those subpoenaed to wit James S. Bird and John S. Bird attended and were examined

I have the honor to be very Res-
pectfully

Decr. 4th 1855

Yours John Birns

To which decision of the Court in sustaining said last named motion of Plff's Counsel the Def. by his Counsel then & there excepted. A witness then produced on the part of Def. one James H. Taylor testified that he had been in employ of Plff. as a Clerk from say 1847 to February 1855 - That he knew the Def. while there till he left in January 1854 - That Richard H. Bearden came there about January 1st A.D. 1852 - That he had charge of office books & superintended the affairs of the whole of the office - That he appeared to exercise as much control over the business of the office as Mr. Goodrich - That there was a new set of books opened in the name of William Goodrich & Company sometime in the month of January A.D. 1852. It was at that

time Bearden took charge of business of office (I think) My best recollection is that the partnership was published in some of the Philadelphia papers - I think I saw the advertisement in the office in a slip cut from some paper but am not certain. The heading of the bill attached to Deposition of D. B. Birney is my handwriting, and was drawn by me from the books. The balance of the bill is in hand of F. H. Tuttle also a clerk in Pffs employ.

Letter of January 24th A. D. 1854 was here shown to the witness & proved to be in the handwriting of Pff. and was read in evidence.

Phil^a Jan. 20-1854

Mr. W^m Jones Jr.

Dear Sir

I was a good deal surprised to hear yesterday of the manner by which Mr. Decker left the office & the subsequent doings of parties in my office respecting him.

There can be no separate interests on the part of any connected with the office or any outside interest by which the Agency can in any way be used for private ends, the whole time during business hours must be given up to business & that must be the legitimate

business of the office alone

I am entirely dissatisfied ~~with~~ with this whole matter which has greatly influenced me in regard to future engagements, which for the present I prefer to suspend consummating.

There have been so many delays respecting the settlement of your notes which have now been put off from month to month for the past year or more, that I am desirous of having that closed before entering ^{into} any new arrangement

Very truly Yours Wm Goodrich

Statement of account against Defendants to January 21st A.D. 1854 with letter accompanying the same from Plff. to Deft was here shown to witness & found to be in the handwriting of said Plff. & was put in evidence to the Jury
Mr. Wm Jones Jr.

	In ac with Wm Goodrich	
1850		
Feb 1	Am't due bill	\$75.00
	Int. to Jan'y. 1/54	17.63
July 13	Am't due bill	778.54
	Int. to Jan'y. 1/54	162.59
1851		
Feb. 11	Am't. due bill \$1000.00	
	Less Cr. 500	500
	Int. to Jan'y. 1/54	850
1854		
Jan. 1	Bal. on Ledger	227.18
	Cash this month	9000
		<u>\$1410.44</u>

Dr.

By salary for Jan'y. 1 }
to Jan'y. 21 1854 }

83 34
\$1327 10

Phil^a Jan'y. 25/54

W^m Jones Jr. Esq.

Dear Sir

The above is the situation of your $\&c$ which I suppose you would like to examine & if found correct I would be glad if you can make any arrangement to settle -

If incorrect in any particular please inform me & I will cheerfully make any corrections

Very truly Yours

W^m Goodrich

The witness was then cross examined by Counsel for Plaintiff and upon such cross examination testified as follows to wit,

I never heard Mr. Goodrich say that Mr. Bearden was a partner of his. I never heard Mr. Bearden say that he was a partner of Mr. Goodrich. Mr. Bearden left the office finally some time in March or April A.D. 1852. I think about the 1st of April, while in office he appeared to occupy the same position that Mr. David B. Birney afterwards did

in the office. I don't know that Bearden was a partner of Mr. Goodrich. I am now in the employment of the Deft. Mr. Jones. I would not like to say certainly that there was a notice of the partnership published in the papers, it is my impression there was. I know that Mr. Goodrich has been doing business alone under the style of William Goodrich & Co. as a Mercantile Agent. Mr. Bearden has not been engaged in the office since the Spring of 1852 when he left.

The Plff. by his Counsel asked the Court for the following instructions number first & second to be given to the Jury.

Plaintiff's Instructions

1st & 2^d

If the Jury shall believe from the evidence that the Defendant was in the employ of the Plaintiff & that he is indebted to the said Plaintiff upon a balance of account for money paid to him or for him, or had and received by him, or otherwise as stated in the Declaration, then the said Plaintiff is entitled to recover although they may also believe that said indebtedness accrued while the Plaintiff was doing business

Given as Amended

under the style of W^m Goodrich & Co. unless they
also believe from the evidence that ~~the~~^{when} said
indebtedness accrued some other party was
in partnership with said Goodrich.

Plaintiff's Instruction

2nd

If the Jury shall believe from the evidence
that the Plaintiff was doing business under the
style of W^m Goodrich & Co. and that the said
Plaintiff alone carried on business by such
description still the said Plaintiff is entitled
to recover without suing in the style in which
the said Plaintiff did business and may re-
cover in his own name if the jury shall believe
from the evidence that the Defendant is indebted
to Plaintiff as stated in the Declaration in this
cause, and that he had no co-partner in fact
at the time said account or indebtedness accrued.

To which the Def. by his Counsel then &
there objected. The Court overruled the objec-
tions & gave both instructions. To the giving
of which instructions the Def. then & there by
his Counsel excepted.

Def. by his Counsel then asked the
Court to give to the Jury the following
instructions to wit,

1st If the Jury believe from the evidence that a Copartnership is proved to have existed between the Plaintiff & any other party during the time any part of the account accrued this is evidence from which the jury may infer its continued existence " which instruction the Court amended by the following addition thereto and gave the same with said addition to wit, "unless the evidence shows that the same has been abandoned " —

To the amendment of which said instruction by the Court, the Defendants by his Counsel then & there excepted.

Def^y by his Counsel also asked the Court to give instructions numbered 2-3-4 & 5 —

4th. If the Jury believe from the evidence that there was a Copartnership and that Plff. was a partner of same and that said debt was contracted during the existence of such partnership, then it is not necessary for Deft. to prove who such partners were

Given

5th. If the Jury believe from the evidence that a Copartnership existed for any portion of the time then they will exclude from their calculation so much of the account as accrued during that time if the find for the Plff.

Given

Which instructions numbered 2 & 3 the Court refused & gave instructions numbered 4 & 5. To which refusal of the Court to give instructions numbered 2 & 3 the Deft. by his Counsel then & there excepted. Deft. by his Counsel at the time & place within named moved the Court a new trial as follows to wit,

William Goodrich } C. C. of Cook County
vs } Nov. Tr. 1855
William Jones Jr. }

And now the said William Jones Jr. before final judgment in the above cause moves the Court for a new trial for the following reasons.

- 1st The verdict is against the evidence,
- 2nd The verdict is against the weight of evidence
- 3rd The verdict is against law
- 4th The verdict is against the law as given by the Court on the trial of said cause

By Wilkinson Dow & Pearce
his Attys.

But the Court then & there overruled said motion & refused ^{to} grant the same.

To the overruling of which motion & refusal to grant said new trial said Deft. by his Counsel then & there excepted.

And because none of said exceptions so offered & made to the opinion & decisions of said Judge & to the instructions herein excepted to, do appear in the record of said trial therefore on the prayer of said Deft by his said Counsel, the said Judge hath to this bill of exceptions set his seal this Tenth day of January A.D. 1856. and according to the Statute in such case made & provided

George Manierre 
Judge of 7th Judicial
Circuit Illinois

And afterwards to wit, on the Eleventh day of January in said year comes again the said Deft. by his Attornies and by leave of the Court files in the office of the Clerk of said Court in this cause his certain Appeal Bond which is in the words & figures following to wit,

Know all men by these presents, that We, William Jones Jr. Thomas Bevan and Henry S. Thayer are held and firmly bound unto William Goodrich in the penal sum of Six hundred thirty four dollars. Witness our hands and seals this eighth day of Jan'y. A.D. 1856

The condition of the above obligation is such that whereas the said William Goodrich did on the second day of January A.D. 1856 recover a judgment against the above bounden William Jones Jr. in the Circuit Court of Cook County in an action of assumpsit Three hundred seventeen dollars and eighteen cents damages and costs, and whereas the said William Jones Jr. hath prayed for and obtained an appeal from such

judgment to the Supreme Court of the State of Illinois returnable to the said Supreme Court to be holden at Ottawa in the third grand division of said State on the second Monday in the month of June next. Now if the said William Jones Jr. shall duly prosecute his appeal and pay to the said William Goodrich such judgment costs interest and damages as shall be awarded by the ^{said} Supreme Court in case the said judgment shall be affirmed then this obligation to be void, else to remain in full force and effect.

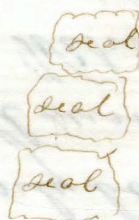
Witness

J. D. Wilkinson

William Jones Jr.

Thos Bevan

Henry S. Thayer



State of Illinois }
Cook County } ss.

I Louis D. Hoard Clerk of the Circuit Court in and for the County of Cook in the State of Illinois, do hereby certify that the above and foregoing is a true, perfect, and complete copy of all the papers filed and proceedings had and entered of Record in said Court in a cause wherein William Goodrich was plaintiff and William Jones Jr. was defendant.

In Witness whereof I have hereunto set my hand & the seal of said Circuit Court at the Court House in Chicago in said

Feb 15, 50

County this seventh day of May
A. D. 1856.
L. D. Noard
Clerk

Filed #15⁵⁰

STATE OF ILLINOIS, } ss.
COOK COUNTY, }

WILLIAM JONES, JR. }
vs. } Assumpsit.
WILLIAM GOODRICH. }

ABSTRACT.

Page 2 and 3.—Writ.

- " 4.—Declaration.
- " 6.—Copy of account sued on.
- " 14.—Deposition of D. B. Birney.
- " 18.—Answer to 5th Interrogatory.
- " 19.—Answer to 7th Interrogatory.
- " 29.—Copy of account annexed to desposition of Birney.
- " 36.—8th Interrogatory and Answer of James S. Bird.
- " 42.—7th Interrogatory and Answer of John S. Bird.
- " 46.—Evidence of James H. Taylor.
- " 48.—Statement of account from Goodrich to Jones.

ASSIGNMENT OF ERRORS.

- 1.—The admission of the deposition of David B. Birney, with the copy of account in the name of Wm. Goodrich & Co., to prove the elaim sued on in the name of William Goodrich.
- 2.—The overruling of the motion for a new trial.

WILKINSON, DOW & PEARSON,

Plaintiff's Attorneys.

William Gouss Jr Plff in Error

William Goodrich Dft in Error.

It is agreed & pertains that Plff may
file the record in this case with
Clerk of Supreme Court on or before
the 27th day of June 1856 -

William Deane & Susan
Plffs attys

Amell Johnson & Bass
Attys for Dfts in error

149.

William Jones Jr

vs

William Goodrich

John Jones vs

L. Seland

Black

141

William Jones Jr.

vs

William Goodrich

~~1857~~

1856

Aggrieved

1856

12285

X