

12441

No. _____

Supreme Court of Illinois

Armsby

vs.

Board of Supervisors
of Warren County

71641  7

Be it remembered that on the 13th day
of July AD 1837 a summons issued out
of the Office of the Clerk of the Circuit
Court of Warren County, Illinois, which
is in the words and figures as follows to wit

State of Illinois }
Warren County } ss The people of the
State of Illinois. To the Sheriff of Warren
County, Greeting,

Do command you to summon the
Board of Supervisors of Warren County
Illinois if to be found in your County
personally, to be and appear before the
Circuit Court of the County of Warren on
the first day of the next term thereof to be
holden at the Court House in Monmouth
on the third Monday in the month
of September next to answer the complaint
of Charles L. Amisby of a plea of trespass
on the case and promises to his damages
the sum of One hundred and fifty dollars
as he says. And have you then and there
this writ and make return thereon in what
manner you execute the same

Witness Wm. Safety Clerk of our said
Circuit Court at Monmouth this 13th day of
July In the year of our Lord One
thousand eight hundred and fifty seven
Wm. Safety Clerk

103
C. B.

and on the Back of foregoing summons
is the following return made by the Sheriff
of Warren County, as follows,

I have duly served the within summons
by reading the same to John C Bond,
E. C. Lewis, Tho B Cross, Philip Honey,
Wm Graham, A Vandever, James Barrett,
Porter Phelps, Hiram Torcross, M. A. Thompson,
A Mitchell, N. A. Eldridge, Wm Haman,
John Brown and French Browder
Sept 9th 1857 C. M. Mills Sheriff

by D B Eilenburger Dpy

I also delivered a copy of the within to
E. S. Scrimney Clerk of the Board of Super-
visors of said County of Warren, Sept 9, 1857

C. M. Mills Sheriff

by D. B. Eilenburger Dpy

Filed Sept 10th 1857

Wm Safety Clk

(Copy of Declaration)

State of Illinois } Warren Circuit Court
Warren County } September Term A.D. 1857

1 The Board of Supervisors of Warren County
Illinois were summoned to answer Charles
L. Ambsby of a plea of trespass upon the
case upon promises, and therefore the said
Charles L. Ambsby by A. C. Kirkpatrick

Complains, For that whereas the said defendants heretofore to wit on the sixth day of December A.D. 1854 at the County of Warren & State of Illinois were indebted to the said Plaintiff in the sum of One hundred & forty dollars for divers wood, Coal, Candles blanks, Stationary, and goods & chattels by the said Plaintiff, before that time bargained and sold to the said defendants, and at the special instance and request of the said defendants, and being so indebted the said defendants in consideration thereof afterwards to wit on the day & year aforesaid at the County of Warren aforesaid, undertook and then & there faithfully promised the said Plaintiff to pay him the said sum of money when the said defendants should be thereunto, afterwards requested,

2 And whereas also the said defendants afterwards to wit, on the day & year aforesaid at the County aforesaid were indebted to the said Plaintiff in the further sum of Eighty dollars for Wood & Coal by the said Plaintiff before that time bargained & sold to the said defendants and at the special instance and request of the said defendants, and also in the further sum of Thirty dollars for other candles before that time bargained & sold to the said

Defendants and at their special instance & request, and also in the further sum of Thirty dollars for Blanks & Stationary before that time bargained and sold to the said Defendants and at their special instance & request, and under and by virtue of those bargains and sales the said Defendants accepted and received the said last mentioned Coal wood Candles, Blanks & Stationary, and used and consumed the same in the office of the Sheriff of Warren County aforesaid at his office in Monmouth in said County, and being so indebted the said Defendants in consideration thereof afterwards to Wit on the day & year aforesaid at the County of Warren aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him the said Several Sums of money in this Count mentioned, when the said Defendants should be thereunto afterwards requested,

3 And whereas also the said Defendants afterwards to Wit, on the day & year aforesaid at the County aforesaid were indebted to the said Plaintiff in the further sum of One hundred & forty dollars for divers other wood, Coal Candles, blanks & Stationary and other necessaries by the said Plaintiff before that time found & provided for the said Defendants

and at their special instance & request, and being so indebted the said defendants in consideration thereof afterwards to Wit, on the day and year aforesaid at the County of Hancu aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him the said last mentioned sum of money when the said defendants should be thereunto afterwards requested,

4 And whereas also the said defendants afterwards to Wit on the day & year aforesaid at the County of Hancu aforesaid were indebted to the said Plaintiff in the further sum of One hundred dollars for money by the said Plaintiff before that time lent and advanced to and paid, laid out and expended for the said defendants and at their special instance & request, and also in the further sum of One hundred & forty dollars for other money by the said defendants before that time had & received to & for the use of the said Plaintiff and being so indebted the said defendants in consideration thereof afterwards to Wit on the day & year aforesaid at the County of Hancu aforesaid undertook and then & there faithfully promised the said Plaintiff to pay him the said several sums of money in this Count mentioned when the said defendants should be thereunto afterwards requested,

Nevertheless the said Defendants not regarding
 their said several promises and undertakings
 but contriving and fraudulently intending
 craftily and subtly to deceive & defraud the
 said Plaintiff in this behalf hath not as yet
 paid the said several sums of money or any
 or either of them or any part thereof to the
 said Plaintiff, although often requested so
 to do, but the said Defendants to pay him
 the same hath hitherto wholly neglected and
 refused and still doth neglect & refuse to
 the damage of said Plaintiff of One hundred
 & fifty dollars, and therefore he brings suit &c

A. C. Kirkpatrick
 for Plff

Copy of accounts sued on
 1st Comch

The Board of Supervisors
 of Hancock County Illinois

1854

To Charles L. Armsby Dr

Dec. 6

To Wood, Coal, Candles, Blanks &

Stationary, goods & chattels

\$140.00

D Comch

1854

Same

To Same

Dr

Dec. 6

To Wood & Coal, furnished them & used
 in the Sheriff's office in Mount Pleasant.

Wanam Co Ill for 2 years
at \$40.00 per Year \$80.00

" " " Candles furnished them and used
" " " in the Sheriffs office in Monmouth
Wanam Co Ill for 2 Years at \$15.00
per Year \$30.00

" " " Blanks and Stationary furnished
them & used in the Sheriffs office
in Monmouth Wanam Co Ill for
2 Years at \$15.00 per Year \$30.00

3^d Combs

1884 Same To Same Do
Dec. 6. To Wood, Coal, Candles, Blanks
& Stationary & other necessaries \$140.00

4th Combs

1884 Same To Same Do
Dec 6 To Money lent & advanced them &c \$100.00
" " had & received by them
for my use & still in their hands \$140.00

Tillic July 21st 1887

Wm Laferty, clk

Pleas before the Honorable John
S. Thompson Judge of the Tenth Judicial
Circuit of the State of Illinois. At a
Circuit Court began and held at the Court
House in Monmouth, Within and for the
County of Waneu and State of Illinois, on
the third Monday in the Month of September
In the Year of our Lord one thousand eight
hundred and fifty seven, It Being the
twenty first day of said month.

Present Hon John S. Thompson Judge
James H. Stewart States atty
William Laferty Clerk
Charles M. Mills Sheriff

107 Charles L. Armsby }
vs } Assumpsit
The Board of Supervisors }
of Waneu County Illinois }

And afterwards to Wit on the
first day of the term the following record was
made in the above entitled cause,

107 Charles L. Armsby }
vs } Assumpsit
Board of Supervisors &c }

Ordered by the Court

That this cause be continued. until the
next term of this Court.

(Copy of Plea)

State of Illinois County of Warren ss

Circuit Court Septem 1857

Charles L. Armsby

vs

} Assumpsit

} The Board of Supervisors
of Warren County Illinois

And the said Defendants by County
& Judd their Attys. Come and defend the
wrong and injury when &c. and say, that
they did not undertake and promise in
Manner and form as the said Plaintiff
has above thereof in his Declaration Com-
plained against them &c. and of this they
put themselves upon the Country, &c.

County & Judd

Defts Attys

And the said Plaintiff doth the like

A. C. Kirkpatrick

for Plff

Filed Sept 22, 1857

Wm. Safford clk

And afterwards to Wit on the 6th day of
said Term the following record was made
to Wit

107 Charles S. Amisby }
vs } Assumpsit
Board of Supervisors &c }

By agreement of
Parties herein, it is ordered by the Court,
That the Continuance made herein be set
aside,

And afterwards to Wit on the 7th day
of said Term the following record was
made, to Wit

117 Charles S. Amisby }
vs } Assumpsit
Board of Supervisors }
of Waukesha County }

This day came the parties
by their Counsel, and issue being joined
for trial they put themselves upon the
Country. Thereupon came a jury to Wit,
A. Claycomb, John Dilley, C. Devereese,
Max Jameson, Simon Dehl, Johnathan
Paddock, J. H. Murphy, S. Brooks, C. Wick
Samuel Woods, B. Sinkham & Wm C. Butler
who being tried and sworn well and
truly to try the issue joined herein,

And Afterwards to Wit on 8th day of said
Term the following record was made to Wit,
Charles L. Armsby

117

vs } Assumpsit
Board of Supervisors
of Warren County }

This day again this cause
coming on for a hearing, and the jury that was
Empannelled and sworn herein, on Yesterday
came into Court, and after hearing all the
evidence, and argument of Counsel, Retired
to consider of their verdict, and returned
into Court the following verdict to Wit, That
the jury find for the defendants, Thereupon
came the Plaintiff by his Counsel, Venter
his motion for a new trial herein,

And afterwards to Wit on the 10th day of said
Term the following record was made in the
above entitled cause,

107 Charles L. Armsby
vs } Assumpsit
Board of Supervisors
of Warren County }

This day again this Cause
coming on for a hearing, on the motion
made herein for a new trial, which said
motion was heard and Overruled by the

Court. Thereupon it is ordered by the Court
that judgment be entered against the said
Plaintiff for Costs of Suit. Therefore it is
considered by the Court that the said de-
fendants have and recover of & from the said
Plaintiff, their costs by them in this cause
laid out & expended & may have execution
therefor. Exceptions by Plaintiff

And afterwards to Wit on the 16th day of
said term the following record was made
in the above entitled cause,

Charles S. Armsby
vs } Assumpsit
Board of Supervisors &c }

This day came the
Plaintiff by his Counsel and prayed an
appeal to the Supreme Court, which is
allowed on the condition that the said
Plaintiff file his Bond in the sum of
Three hundred dollars, with George E
Armsby as security, to be filed during
the term,

(Copy of Bill of exceptions).

Charles S. Amisby

vs

} Warren Co. Ct

The Board of Supervisors } Sept. 7, 1857
of Warren County }

Be it Remembered that on the trial of this Cause the Plaintiff proved that from December A D, 1852 to December A D, 1854 he was Sheriff of Warren County and acted as such, that during that period he kept an office in the Court house of said County and was Collector of said County, That either himself or Deputy was generally in said office attending to the duties of Sheriff & Collector and kept his Tax Books there, and during the time he furnished fuel for said office, And the room occupied by him was also occupied by James C. Madden as a law office, who furnished one half the fuel & his own lights, the Plaintiff furnishing those he used,

It was further proved by the evidence that the Plaintiff presented formal written accounts at each Term of the County Court a Bill for services rendered & articles furnished the County, but did not include fuel, lights or printed blanks therein; at one time

while the Court was in Session he stated to them that other Counties allowed Sheriff pay for their Articles & he thought they ought to allow them to him, but the Court was of a different Opinion & no formal account was presented. And it was further proved that the Plaintiff kept no account of the items sued for. That Madden who furnished half the fuel kept no account that each party aimed to buy a load alternately as needed & found in the Streets, that the Plaintiff had no certain means of ascertaining the amount, but proved by the Witnesses that it would take from 200 to 300 bushels of Coal at from 12 $\frac{1}{2}$ to 16 cts per bushel each Winter & from \$10. to \$15 each Year for lights & about \$25 per year for blankets & from \$3 to 4 per year for paper pen & Ink. The Sheriff furnished his own lights at a cost of \$15.00 \$16. & the other articles were furnished by the Sheriff for his office,

This was all the evidence in the Case

The Plaintiff then requested the Court to instruct the jury as follows,

If the jury believe from the Evidence that the

Refused

That the Plaintiff acted in the Capacity of Sheriff of Warren County from December 6, 1852, to December 6, 1854 and furnished the office of Sheriff during that time, with lights fuel & Stationary & That the County Court or the Board of Supervisors refused to pay for the same, or refund the money so expended by the Sheriff for lights fuel & Stationary for the office of Sheriff: then the Plaintiff is entitled to recover the amount so expended in this suit

Refused

It is the duty of the County to furnish lights & fuel for the use of the office of the Sheriff of the County

Refused

It is the duty of the County to furnish lights fuel & Stationary for the use of the office of the Sheriff of the County

But the Court refused so to do Whereupon the Plaintiff then & there excepted to such decision

The Court then gave the following Instructions on the part of the Defendants,

1 If the jury believe from the evidence that the Plaintiff was Sheriff of the County of Warren and occupied a room in the Court house during his term of office and that the fuel and lights in the Plaintiffs account were furnished by him for his own office, then they will find for the Defendants.

2 If the jury believe from the evidence that the Plaintiff while he was Sheriff furnished himself with printed blanks for his own use as an officer and that these are the blanks sued for then they cannot find for the Plaintiff the value of such printed blanks.

3 The County is not by law required to furnish the Sheriff of the County, fuel, lights, and printed blanks for the use of himself in any office occupied by him as an officer, but these are to be furnished by the Sheriff at his own expense.

4 The jury must decline from the evidence that there was an express promise by the

General

Defendants to pay the Plaintiff for the articles claimed by him, or that they were furnished by the Plaintiff for the benefit of the County, under such circumstances as the law will imply a promise to pay for the same,

Findings

5 If the jury believe from the evidence that the fuel, lights and blanks were used by the Plaintiff in his own office as Sheriff of the County, that there was no arrangement made at the time or since with the County for the payment of the Price thereof, that the Plaintiff kept no account thereof against the County, that no claim was made for payments until long after his term of office expired, and that the Plaintiff used the articles, for his own convenience, and that he voluntarily without the request of the County donated these articles for the use to which they were applied then the law does not imply any promise to pay,

So the giving of which the Plaintiff then & there accepted,

The jury found a verdict for the Defendants, Whereupon the Plaintiff moved for a

new trial, Which motion is as follows
State of Illinois } Warrin Circuit Court
Warren County } Sept term AD 1857

Charles L. Amstutz

vs

The Board of Supervisors
of Warren Co, Illinois

The Said Plaintiff

Comes & moves the Court to grant a new
trial herein for the following reasons to wit,

- 1 Because the Court gave improper instructions
to the jury on the part of the defendant and
refused proper ones on part of Pltff.
- 2 Because the verdict of the jury is against
the law.
- 3 Because the verdict of the jury is against
the evidence
- 4 Because the verdict of the jury is against
the law & the evidence

A. C. Kirkpatrick

Filed Sept 29th 1857 W. S. Safford, clk, Plff Atty

Which motion was overruled by the Court
& judgment rendered for the Defts. To
which decision the said Plaintiff then &
there in open Court excepted, which said excep-
tions were all made on the trial of said cause

and now reduced to writing & allowed & signed
& sealed by the Court
John S. Thompson Esq
filed Oct 1st 1857 W. S. Safford, clk

(Copy of Bond)

Know all men by these presents that we Charles S. Armsby & George E. Armsby of the County of Warren and State of Illinois are held and firmly bound unto the Board of Supervisors of Warren County Illinois in the penal sum of three hundred dollars for the payment of which well and truly to be made we and each of us bind ourselves our heirs executors and Administrators jointly and severally and firmly by these presents, sealed with our seals and dated at Moundville this 3rd day of October Anno Domini, One Thousand eight hundred and fifty seven.

The Condition of the above obligation is such that whereas the board of Supervisors of Warren County Illinois did on the first day of October 1857 in the Circuit Court at Moundville within and for the County of Warren and State of Illinois obtain a judgment against the above bounden Charles S. Armsby for costs of suit from which judgment the said Charles S. Armsby has prayed for and obtained an appeal to the Supreme Court of said State. Now if the said Charles S. Armsby shall duly prosecute said appeal and shall moreover pay the amount of the judgment costs interests and damages rendered and to be rendered against him the said Charles S. Armsby in case the said judgment shall be affirmed in the said Supreme Court, then the

above obligation to be null and void otherwise
to remain in full force and virtue.

Chas L Amosby L³

Geo E Amosby L³

Filed Oct 8th 1887

Wm Safety Clerk

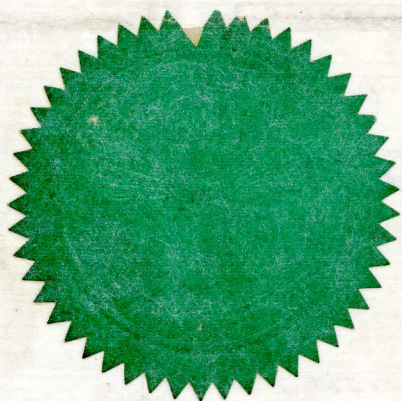
State of Illinois

Warren County

I William Safety Clerk
of the Circuit Court for said County do hereby
certify that the foregoing is a true full and
perfect copy of all the Proceedings in the
foregoing case, as the same appears from the
files and records now in my office

In testimony whereof I have
hereunto set my hand and affix-
ed the Seal of our said Circuit
Court at Monmouth this 14th day
of November A.D. 1887

William Safety, Clerk



99

Charles S. Amosby

Board of Supervisors

Filed March 18, 1888

J. Deland
Clerk

Charles L. Crosby } State of Illinois
v2 } In the Supreme
The Board of Supervisors } Court April
of Warren County } Term 1858

Letter to Warren

And now comes the said plain tiff
and says that in the record and
proceedings aforesaid and in the
judgment aforesaid manifest
error hath intervened to his injury
in this

- 1st The Court gave improper instructions to the jury on the part of the defendants
- 2 The Court refused to give proper instructions on the part of the plaintiffs
- 3 The verdict of the jury is against the law & evidence
- 4 The Court improperly refused to grant the said plaintiff a new trial

And for these errors the said
plaintiff prays that said judgment
may be revised annulled set aside
& for naught held

By Mead & Williamson
his Attorneys

And the Appellees come and say
that there is no such error in the
Record &c. and this they pray
may be required of by the Court

Gandy & Gidd
Attys for Appelles

99

Charles L. Armsby
vs

The Board of Supervi-
isors of Warren County

Apportionment of Taxes

Filed April 20, 1858
L. Seland
clerk

Charles L. Armsby }
vs } In the Supreme
The Board of Super } Court April
visors of Warren County } Term 1858

Plaintif
Argument for ~~defendant~~
by Mead & Williamson

Plaintif contends
I That the office of Sheriff is a public ^{office} created by the Legislature for the benefit of the people and that it belongs to the people & not to the officer who is but a servant of the people
The Board vs King & Porter Ind 722

He is ex-officio collector Revised Statutes 1845 441. must give receipt for taxes, execute deeds of lands ^{sold} for taxes, and on execution, summon jurors, serve writs, attend Probate Courts & Circuit Courts.

He is the most important public officer of a County - his services are constantly required by the people
For this purpose it is necessary that he should keep an office for the

Convenience and accommodation of the public, where he may be found at all times. He has, as Collector, the custody of certain books (tax books) much used & resorted to by the people.

The Statute (Revised Stat 1845, page 135, Section 37, seems to require that the County Court should furnish a room in the Court House for the use of the Sheriff. - (18), furnish it by placing therein proper and necessary furniture.

Purples Statutes Vol 1 P 286 Sec 37,

This office is a public one for the convenience of the people & to which they may resort to attend to all business ~~with~~ pertaining to his office.

Is the Sheriff bound to furnish this office with fuel lights and stationery to be used by the people?

Is it a not a great public convenience, nay, an indispensable necessity to have an office furnished with light fuel and stationery?

The Sheriff is a part of the government of a County and is no more bound to furnish light & fuel for his office, than the County Court or Board of Supervisors.

The Board *vs* *vs* De Kalb County 16 Ill 312
The Board *vs* *vs* King 7 Porter Ind 722.

The people of a County, and the Court would be sorely vexed if the Sheriff should neglect to keep an office, where he could ^{be} found and to which they could resort to attend to such business as they might desire to transact with him. How could the people of Cook County or LaSalle, get along without a Sheriff's office? ~~How would~~

The people of a County, or the County authorities who are too penurious to furnish fuel, lights & stationery for their public officers are not fit to have a County government. What proportion does cost of such things bear to the convenience of having them?

28 ~~1. Paper Docket~~

Charles L. Armistead
v2

The Board of Super-
visors for Warren
County

99 28

Plaintiffs Argument
by

Need & Williamson

Filed May 6. 1858

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,
TO THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF *Warren* GREETING:

BECAUSE, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *Warren* County, before the Judge thereof, between *Charles E. Armistead*

plaintiff, and *The Board of supervisors of Warren County*

defendant, it is said manifest error hath intervened, to the injury of the aforesaid

plaintiff as we are informed by *his* complaint, and we being willing that error should be corrected if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the *first Tuesday after the third Monday in April* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

John D. Catron
WITNESS, The Hon. ~~WALTER B. SCATES~~, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *15th* day of *March* in the Year of Our Lord One Thousand Eight Hundred and Fifty-*eight*

L. Deland
Clerk of the Supreme Court.
by J. B. Rice Deputy



Clerk of the Supreme Court

One Thousand Eight Hundred and Fifty-
four, in the Year
of our Lord One Thousand Eight Hundred and Fifty-
four, the said Court, and the said Clerk, do hereby
certify that the said Court, and the said Clerk, do hereby

be done according to law

absented, we may cause to be done therein, to correct the error, and to the end that the said Court, and the said Clerk, do hereby

the same before our Justices touching the same, whether your said Court, and the said Clerk, do hereby

sent to our Justices of the Supreme Court the record and process, and to the end that the said Court, and the said Clerk, do hereby

may you that if judgment thereof be given, you may cause to be done therein, to correct the error, and to the end that the said Court, and the said Clerk, do hereby

be, in your said Court, and the said Clerk, do hereby

defendant, it is said manifest error, and to the end that the said Court, and the said Clerk, do hereby

one, and

Charles L. Armusky
vs
The Board of Supervisors
of Warren County
Writ of Error

Filed March 15, 1858
L. Leland
Clerk

the Judge thereof, between
of a piece which was in the Circuit Court of
Warren County, in the record and proceedings, as also in the rendition of the judgment

TO THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF WARREN
WARREN COUNTY, TENNESSEE

STATE OF TENNESSEE, ss. The People of the State of Tennessee,

County, before

State of Illinois, 3rd Grand Division
Supreme Court, April Term 1858.
Charles L. Amusey
vs } Appeals from Warren
The Board of Supervisors }
of Warren County. }

Points and argument for the
Appellees by Gandy & Goad.

II. The Appellant claims payment
for fuel, lights & printed blanks fur-
nished by himself for use as Sheriff
while he held such office for a
term that had expired more than three
years before this suit was commenced.

It will be observed that the articles
were furnished without any request
of the Court & that no account was
kept, and no demand made for
pay (except an informal statement that
the appellant ought to have pay) and
the circumstances clearly show that
the claim on the County was an
afterthought & possessing no merit.

The Appellant did not keep a Sheriff's office, but he, together with an attorney, occupied a room jointly, where the fuel &c. was supplied by guess & the paper books of the Sheriff was kept. This arrangement was doubtless made as Sheriffs usually do, to have some corner for a desk where they could transact such business as might be convenient when about the Court House.

II.

Two cases

Board Supervisors in Perceps 16 M 312

Board vs King 7 Porter 721

are relied upon by the Council for the appellant as authority to reverse this judgment

One of these decide that the County must furnish the Circuit Clerk with an office and with fuel, light & stationery.

The other that the ^{fuel} ~~use~~ must be furnished the Recorder in Indiana

To ascertain what weight they should have it is necessary to examine how far the reasons on which those cases are based, exist in this.

In the case in *Porter*, the decision is placed on the ground that the Statute of Indiana requires the County to cause to be erected public offices for the Clerk, recorder, treasurer, & auditor and the same to be furnished, and that such offices shall be occupied by said officers respectively.

In *Illinois*,

The Clerks of the Circuit Court shall keep their offices at the County Seat.
Rev. Stat. p 147, Ch. Courts § 35.

The judges shall examine annually into the condition of the offices of the Clerks of the Circuit Court.

Ibid § 39.

The Clerk is the custodian of the public records & all his duties are to be performed either in an office, or by his attend-

ance on the sittings of the Circuit Court,
Ibid §§ 34, 38.

"It shall be the duty of the Countys,
to cause a suitable room or rooms
to be provided at the Court House in
their respective Counties, for the offices
of the Clerks of the Circuit Courts, and
County Commissioners Courts; and
when the same shall be so provided,
the Clerks shall keep their offices at the
places so provided."

Rev. Stat. p 250. Ch. fees Sal. § 33.

"The Clerks of the Circuit Court & x
shall provide all the necessary books,
for their respective offices, and a safe
press or presses, with locks and keys
for the safe keeping of the archives
of their respective offices; and the County
Comm^{rs} shall make allowances for the
same, and for articles of Stationary
necessary for their respective Courts,
out of the County Treasury"

Ibid § 32.

The Counties shall also, where the
funds are sufficient, provide a fire

proof office for the Clerk of the Circuit Court.

Rev. Stat. p 136. §§ 44, 45. Ch. Counties

The County may rent any vacant rooms in the Court House & not occupied by the Sheriff, Clerk of the Circuit Court, Clerk of the County Commissioners Court, and probate justice.

Rev. Stat. p. 135. Ch. Counties, § 37.

It will be remarked that this latter provision is the only one in the whole of the provisions of the statute that contemplates that the Sheriff may ever have an office; and we insist that it is a mere permission to occupy a room.

Now in contrast,

1. The Sheriff is ^{not} required to reside at or keep his office at the County Seat.

2. No provision is made for an office for him

3. He has no papers or books that

are to be filed or remain in his office. His writs are returned to & filed in the Clerk's office. His collector book is returned to the County Clerk's office.

4. During the time the appellant was in office he was required by law to give notice and attend in the several townships to receive taxes.

5. His duties are not office duties. He is required to serve process, attend Courts, and receive taxes. If an office is required in 3 or 4 Counties in the State, it is the exception to the rule & the County may in such cases in their discretion pay these expenses.

The fact is that Sheriffs do spend their time in travelling the Country & do their business the street and at the time of the passage of the laws in force, it was not deemed that a Sheriff would think of an office. And this practice now prevails in a greater part of the State.

Hence we insist that the reasons
for compelling a County to pay for
fuel &c. to a Sheriff are not in exist-
ence as they are in the case of a
Circuit Clerk.

There is no express or implied
assumpsit in this case, and the
instructions of the Court were
correct.

Gandy & Gidd
Appellee's attorney

261 People's Docket
Charles L. Amisby
99 vs

The Board Supervisory
Warren County
Appeal from Warren.

Argument for
Appellees by
Gondy & Fidd

Filed May 6, 1888
L. Leland
Clerk

11-25
Charles S. Hensley

by
The Board of Super-
visors of Warren Co.

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Apportion

12441

1858

Prepared