

No. 13599

# Supreme Court of Illinois

Bushnell

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vs.

Bishop Hill Colony

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STATE OF ILLINOIS,  
SUPREME COURT,  
Third Grand Division.

**No. 201.**

*Bushnell*

*vs*

*Bishop & Co.*

*Chicago*

*1852*

*18599*

*18599*

State of Illinois }  
Henry County }

Henry County Circuit Court  
March Term A.D. 1861

Now had before the Honorable John McNamee Judge of the Circuit Court  
in the 6 Judicial Circuit. At a Regular Term of the Circuit Court of  
Henry County begun and holden at the Court House in Cambridge in  
the County of Henry and State of Illinois on the fourth day of March  
in the year of our Lord One thousand eight hundred and sixty one, being  
the first Monday of said Term the  
Present

Honorable John McNamee Judge  
Amos Goodale Clerk  
A. R. Ramsey Sheriff

Be it remembered that on the 27 day of Jan'y A.D. 1861, came the  
Plaintiff in the following entitled cause, and files their Affidavit in  
Attachment, which said Affidavit is in the words and figures following  
to wit

State of Illinois }  
Henry County }

Circuit Court in and for said County  
March Term A.D. 1861

Bishop Hill Colony  
use of Claudius Jones  
George A. Morse  
Chas. Johnson  
Wheeler B. Smith  
Leonard Bushnell

Receivers of said Bishop Hill Colony

Swan Swanson, Agent for said Receivers

Said Bishop Hill Colony - being first duly sworn, on oath says, that said Lemara Bushnell is indebted to the said Bishop Hill Colony in the sum of Three hundred and fifty three & <sup>40</sup>/<sub>100</sub> Dollars, now justly & legally due & owing the Plaintiff - for Store Goods, Shop Work, One Wagon and other Goods and Chattels. Affiant further says in respect to the nature of said indebtedness, that there were found to be due the Plaintiff at various times on Accounts, stated - each separate, Nov 13/57 \$ 118.46, Apr 14/58 \$ 110.83, May 11 1858 \$ 17.83, Nov 26/57 \$ 20, & the same due interests. Affiant further says, that the said Lemara Bushnell is a non resident of the State of Illinois, and resides - as he is informed & believes - in the State of New York & further says he is not

S. Swanson

State of Illinois

Henry County } The foregoing affidavit was subscribed & sworn to before me John I. Bennett, a Notary Public in & for said County by Swann Swanson this 23<sup>d</sup> day of Jan A D 1861

J. I. B.

John I. Bennett Notary Public

And afterwards to wit on the 27<sup>th</sup> day of Jan A D 1861, came the said Plaintiff and filed in the Office of the Clerk of said Court their Bond in Attachment, which said Bond is in the words and figures following to wit

And in Attachment

Know all men by these presents, that we Bishop Hill Colony and George R. Wiley are held and firmly bound unto Lemara Bushnell in the penal sum of Seven hundred & twenty five (\$ 725) Dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns. Sealed with our seals and dated this 23<sup>d</sup> day of January A D 1861 (Jan 23 1861)

Now the execution of the above obligation is such, that whereas the above bounden Bishop Hill Colony have on this day of the date hereof, prayed an attachment out of the Circuit Court of the County of Henry & State

of Illinois, at the suit of the said Bishop Hill Colony, who are for the use of Claudius Jones, Geo A Morse, Olof Johnson and Mueller B Sweet Receivers of said Colony, against the estate of the above named Leonora Bushnell for the sum of Three hundred & fifty three <sup>46</sup>/<sub>100</sub> (\$ 353 <sup>46</sup>/<sub>100</sub>) Dollars, and the same being about to be sued out of said Court - returnable on the first Monday of March A D 1861. at a term of the said Court then to be holden at Cambridge, said County  
 Now if the said Bishop Hill Colony, who are for the use of the said Receivers, shall prosecute their said suits with effect, or in case of failure therein shall well & truly pay or cause to be paid, and satisfy the said Leonora Bushnell all such costs in said suit, and such damages, as shall be awarded against the said Bishop Hill Colony, their heirs, executors, administrators or assigns in any suit or suits which may hereafter be brought for wrongfully suing out of the said Attachment - then the above obligation to be void, otherwise to remain in full force & effect

Bishop Hill Colony  
 Per Mueller B Sweet (Seal)  
 Olof Johnson Receivers (Seal)  
 Claudius Jones (Seal)  
 George R Wiley (Seal)

And afterwards, to wit, on the 28<sup>th</sup> day of January A D 1861. a Writ of Attachment issued out of the Office of said Clerk, which said Writ is in the words and figures following to wit

Writ  
 State of Illinois  
 County of Henry

The People of the State of Illinois, To the Sheriff of said County Greeting, Whereas, Eman Emmerson, Agent of Bishop Hill Colony for the use of Claudius Jones, Geo A Morse, Olof Johnson & Mueller B Sweet Receivers of said Colony, hath complained in Oath to Amos Gordon Clerk of the Circuit Court of Henry County, that Leonora Bushnell is

justly indebted to the said Bishop Hill Colony in the sum of Three hundred & fifty three Dollars and seventy six cents, and with having also been made that the said Lemura Bushnell resides out of this State, so that the ordinary process of law cannot be served upon him, but has property and effects within this State liable to attachment. And the said Bishop Hill Colony having given bond and security, according to the act in such cases made and promulgated. We therefore Command You, that you attach so much of the estate, real and personal, of the said Lemura Bushnell to be found in your County, as shall be of value sufficient, to satisfy the said debt and costs, according to the said complaint, and such estate so attached, in your hands to remain, or so to provide that the same may be liable to further proceedings thereupon, according to law, at a term of the Circuit Court to be holden at Cambridge within and for the County of Henry, on the first Monday of March next, so as to compel the said Lemura Bushnell to appear and answer the complaint of the said Bishop Hill Colony, when and where you shall make known to the said Court how you have executed this writ. And have you then and there this writ

Witness Amos Gould Clerk of our said Court, and the Seal thereof at Cambridge in said County the 28<sup>th</sup> day of January A D 1861

Amos Gould Clerk

Return

And upon which writ issued and returned appears the following return  
 "Served by reading to the within named Lemura Bushnell this 29<sup>th</sup> day of January 1861

A B Humeey Sheriff

By F J Bush Deputy Sheriff

I have by virtue of the within writ, attached the following Goods & Chattels & Real Estate to wit "Lemura Bushnell's interest in the North West quarter of Section (36) Thirty Six in Township Fourteen North of Range Three East of the 4<sup>th</sup> PM. One pair of Bay Horses about 4 or 5 years old. One pair of Dun Mares about 3 years old. One Light Cream colored Horse Colt 3 years old. One set of double harness & the harness on the above described Horses. this 29<sup>th</sup> day of January A D 1861

A B Humeey Sheriff

By F J Bush Deputy Sheriff

Page 5<sup>th</sup>

And afterwards to wit on the 15<sup>th</sup> day of July A D 1861. came the said Plaintiff by Bennett & Boies their Attys and file their Declaration in said cause, which Declaration is in the words and figures following to wit

Declaration

State of Illinois of  
Henry County &

Common Court in & for said County  
To March Term A D 1861

- 1 Bishop Neil Colony Plaintiff in this suit who sue for the use of Claudius Jones, George A Moree, Olof Johnson & Wheeler B Street Receivers by Bennett & Boies its Attys, complains of Lemara Bushnell Defendant of a plea of trespass in the case on promises. For that whereas the said Defendant, heretofore to wit, on the 13<sup>th</sup> day of November A D 1857 at Henry County aforesaid by one Samuel H Bushnell his then agent in that behalf, accounted with the said Plaintiff of & concerning divers sums of money, from the said Defendant to the said Plaintiff before that time due & owing & then in arrears & unpaid & upon such accounting the said Defendant was then & there found to be in arrears & indebted to the said Plaintiff in the sum of One hundred eighteen & 40/100 Dollars (\$118.40) & being so found in arrears & indebted he the said Defendant undertook & promised to pay said Plaintiff said sum of money in one day after said accounting, to wit, on the 14<sup>th</sup> day of November A D 1857 with ten per cent interest, from the said 14<sup>th</sup> day of November A D 1857
- 2 And whereas, also the said Defendant, afterwards, to wit, on the 26<sup>th</sup> day of November A D 1857, at said Henry County & State of Illinois aforesaid by one Samuel H Bushnell his then agent in that behalf accounted with the said Plaintiff of and concerning divers other sums of money from the said Defendant to the said Plaintiff before that time due and owing & then in arrears & unpaid, and upon such accounting, the said Defendant was then & there found to be in arrears & indebted to the said Plaintiff in the further sum of Twenty Dollars (\$20.00) & being so found in arrears & indebted, to the said Plaintiff he the said Defendant undertook & promised to pay said sum to the said Plaintiff five months after said accounting, to wit on the 26<sup>th</sup> day of April A D 1858

# 5

And whereas also the said Defendant afterwards to wit on the 26<sup>th</sup> day of January A D 1859, made his certain order in writing for the payment of money and directed the same to Ira Husted & thereby required the said Ira Husted to pay (\$ 74 <sup>43</sup>/<sub>100</sub>) Seventy four & <sup>43</sup>/<sub>100</sub> Dollars to the said Plaintiff by one Jacob Jacobson, who the said Plaintiff avers was then one of the Trustees of the said Bishop Hill Colony Plaintiff in this suit & the then agent of the said Plaintiff in that behalf & then & there delivered said order to the said Plaintiff by the said Jacob Jacobson as aforesaid. And the said Plaintiff avers that the said Ira Husted did not pay the said order or any part thereof although the same was presented to him the said Ira Husted by means whereof & by force of the Statute in such case made and provided the said Defendant became liable to pay said Plaintiff said sum of money mentioned in said order & being so liable in consequence thereof, then & there undertook & promised to pay the same to the said Plaintiff, to wit at Henry County aforesaid

with six per cent interest

- 3 And whereas also the said Defendant afterwards to wit, on the 14<sup>th</sup> day of April A D 1858 at said Henry County & State of Illinois aforesaid by one Samuel W Bushnell his then agent, in that behalf accounted with the said Plaintiff of & concerning divers other sums of money from the said Defendant to the said Plaintiff before that time due & owing & then in arrears & unpaid & upon such accounting the said Defendant was then & thus found to be in arrears & indebted to the said Plaintiff in the further sum of One hundred two  $\frac{3}{100}$  Dollars ( $\$112 \frac{3}{100}$ ) & being so found in arrears & indebted, he the said defendant undertook and promised to pay the said Plaintiff the said sum of money, one day after said accounting, to wit, on the 15<sup>th</sup> day of April A D 1858 with six per cent interest
- 4 And whereas also the said defendant, afterwards to wit, on the 11<sup>th</sup> day of May A D 1858, at Galva, to wit, at said Henry County & State of Illinois aforesaid by one Samuel W Bushnell his then agent in that behalf accounted with the said Plaintiff of & concerning divers other sums of money from the said defendant to the said Plaintiff before that time due and owing & then in arrears & unpaid & upon such accounting the said Defendant was then & thus found to be in arrears & indebted to the said Plaintiff in the further sum of Seventeen &  $\frac{53}{100}$  Dollars & being so found in arrears & indebted, he the said Defendant undertook & promised to pay said Plaintiff said sum of money four months after the time of such accounting, to wit, on the 11<sup>th</sup> day of August A D 1858 with two per cent interest S X
- 5 And for that whereas one Samuel W Bushnell before and at the time of the making of the promise and undertaking of the said defendant hereinafter next mentioned, was indebted to the said Plaintiff in a certain sum of money to wit, Five hundred Dollars ( $\$500$ ), of lawful money of the United States to wit at Henry County aforesaid & thereupon heretofore, to wit, on the 36<sup>th</sup> day of January A D 1859 in consideration of the services & of natural love & affection for the said Samuel W Bushnell his son, he the said defendant undertook & then & thus promised the said Plaintiff to pay him the said last mentioned sum of  $\$500$ , when he the said Defendant should be therunto afterwards requested

7<sup>th</sup> And whereas also the said Defendant, afterwards to wit, on the 1<sup>st</sup> day of January A D 1861, to wit at since Henry Leinity, became and was indebted unto the said Plaintiff in a large sum of money, to wit Five hundred Dollars (\$500) for money before that time lent and advanced to said Defendant by said Plaintiff at said Defendants request, and also in the like sum for money before that time paid out & expended for said Defendant by the said Plaintiff, at the like special instance & request of the said Defendant & in the like sum for money before that time had & received by said Defendant to and for the use of said Plaintiff, and also for the like sum for goods wares & merchandise before that time sold and delivered by said Plaintiff to said Defendant at the like special instance & request of said Defendant & also in the like sum for the labor care & diligence of the said Plaintiff before that time done & performed by said Plaintiff for said Defendant at the like special instance & request of said Defendant, and also in the like sum then & there found to be due & owing to said Plaintiff on an account stated between them & also for so much money before that time & there due & payable from the said Defendant to the said Plaintiff for interest upon & for the forbearance of divers large sums of money before then due & owing from the said Defendant to the said Plaintiff & by the said Plaintiff forbore to the said Defendant for divers long spaces of time before then elapsed, at the like special instance & request of the said Defendant being so indebted, said defendant, in consideration thereof, then and there undertook & promised to pay said Plaintiff said several sums of money above mentioned when thereunto afterwards requested

Yet the said Defendant not regarding his said promises & undertakings but continuing &c. although often requested so to do, has not paid said Plaintiff either of said sums of money above mentioned, or any part thereof but so to do has hitherto wholly neglected & refused & still does neglect & refuse to the damage of said Plaintiff of Five hundred Dollars & three five & brings this suit

Bennett & Davis  
Plffs Attys

Leonard Bushnell	To	Bishop Will Colony	Dr
To money lent and advanced			\$ 500.00
To money paid lent out & expended			\$ 500.00
To money had and received to & for use of said P <sup>ty</sup>			\$ 500.00
To Goods wares & Merchandises sold & delivered			\$ 500.00
To labor & services			\$ 500.00
To interest on divers sums of money			\$ 500.00
To balance due on account stated			\$ 500.00

Copy of account read in in the fact in counts of the Plaintiffs foregoing declaration

Leonard Bushnell  
To Bishop Will Colony

In 1 <sup>st</sup> Count	To	Balance found due on an account stated	Dr	\$ 118.46
" 2 "	To	Balance due on Account stated		\$ 20.00
" 3 <sup>rd</sup> "	To	Balance due on Account stated		\$ 110.00
" 4 "	To	Balance due on Account stated		\$ 17.53
" 6 "	To	Goods wares & Merchandises sold & delivered		\$ 500.00

And afterwards to wit at said Term of said Court and on the 5<sup>th</sup> day of March the following proceedings were had in said cause to wit

Order of Court

Bishop Will Colony  
for use of Claudius Jones et al  
vs  
Leonard Bushnell

Attachment

At this day came the Plaintiff by Bennett & Brie  
its Atty and the Defendant by Thomas Bigelow his Atty. and this cause  
being called for the hearing of motions & now comes the Defendant by his  
Atty and enters motion to quash the writ issued herein and dismiss this writ

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March 6<sup>th</sup>

At this day this cause being again called. Motion is made by Plaintiff for leave to amend the certificate of officer and jurat. Motion sustained, and motion of Defendant to quash writ and chancery writ overruled. And now comes the Defendant and files his Demurrer to the 5<sup>th</sup> and 6 counts of Plaintiffs Declaration, which on consideration by the Court is sustained as to the 5<sup>th</sup> count and overruled as to the other

And afterwards to wit at the term aforesaid and on the 7<sup>th</sup> day of March 1861 came the said Plaintiff Defendant by his Atty, and files his pleas in said cause which said Pleas are in the words and figures following to wit

Pleas

State of Missouri }  
Henry County } Henry County Circuit Court  
of the March Term A D 1861

Lemona Bucknell  
at  
Bishop Hill Colony

1 And the said Defendant by H. Bigelow his Attorney comes and defends the wrong and injury when H. and saith that he did not undertake or promise in manner and form as the said Plaintiff hath above thereof complained against him, and of this he puts himself upon the Country for trial

H. Bigelow  
Defts Atty

And the said Plaintiff doth this like by  
Barnett & Pines Atty for Plff

2 And for a further plea in this behalf, the said defendant by leave of the Court has for this purpose put in and obtained, according to the form of the Statute in such case made and provided, says that the said Plaintiff ought not to have or maintain his aforesaid action thereof against him because he says, that the several suppress promises mentioned in each and all of the said count in Plaintiffs Declaration mentioned. (except

the said (5<sup>th</sup> count) were special promises for the debt of another person to wit the said Samuel Bushnell, and no concurrence was ever paid to said Defendant so agreed to be paid for said promises either by said Defendant or by any other person for him, and thus the said Defendant is ready to verify, wherefore he prays judgment whether the said Plaintiff ought to have or maintain his aforesaid action thereof against him

H. Byrd Defts Atty

3 And for a further plea in this behalf the said Defendant by like leave of Court do say Actio non, because he says, that the several supposed promises mentioned in each and all of the said Counts in said Plaintiffs declaration (excepting the said 5<sup>th</sup> count) were and are one and the same promise and not other and different promises, and the same was and is a special promise for the debt of another person, to wit, the said Samuel Bushnell and that no agreement in respect of or relating to the supposed cause of actions in the said declaration mentioned (except the said 5<sup>th</sup> count) nor any memorandum or note thereof was or is in writing or was or is signed by the said Defendant or by any other person for him, thereunto lawfully authorized according to the form of the Statute in such case made and provided, and thus the said Defendant is ready to verify, wherefore he prays judgment whether the said Plaintiff ought to have or maintain her aforesaid action thereof against him do

H. Byrd Defts Atty

And afterwards to wit at a Special Term of said Court begun and held on the second Monday of June A D 1861 the following proceedings were had in said cause

Ordn of Court

Bishop Will Colby  
for use of Claudius Jones et al.

vs

Samuel Bushnell

} Attachment

June 11<sup>th</sup>



At this day this cause being again called. motions of Deft for a continuance withdrawn, and issues being now joined. It is ordered by the Court that a jury be called to try this cause, and thereupon came the jurors of a jury of good and lawful men to-wit. John Boyce, J S Ammerman, Michael Reckel J Puckney, E B Brown, Wiley Whittice, Caspar Ott, J A Mc Gath, W<sup>m</sup> Dumble, A E Widney, John Matthews & H G Griffin who were duly selected chosen and sworn to well and truly try the issues joined, and a true verdict to render according to the evidence, and the jury having heard the evidence the arguments of the counsel and all things to be accused herein retire to consider of their verdict

June 14<sup>th</sup>

Return of Verdict

At this day came the jury aforesaid and return into Court their verdict which is in the words and figures following to-wit "We the jury in this case find for the Plaintiff and assess the damages at Three hundred and Thirty nine Dollars & thirty nine cents to G Griffin Foreman" which is received by the Court and ordered to be filed. And thereupon came the Defendant by his Attorney as aforesaid and enters motions for a new trial in the words and figures following

State of Illinois  
Henry County

Henry County Circuit Court June Term 1861

Bishop Will Colony  
and of Jones et al

vs  
Samara Bucknell

Motion for a new trial

And now comes the said Defendant by H Byrdson  
his Atty & moves the Court for a new trial for the following reasons to-wit  
1<sup>st</sup> The verdict is contrary to law  
2<sup>nd</sup> The verdict is contrary to the evidence  
3<sup>rd</sup> The Court erred in giving the several & separate instructions asked for by  
the Plaintiff & objected to by the Deft  
4<sup>th</sup> The Court erred in allowing the jury to take the notes of Samuel G Bushnell  
& account to their room, when they retire to consider of their verdict

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- 5<sup>th</sup> The Court improperly allowed evidence to go to the jury in behalf of the Plaintiff, which was objected to by the Defendant
- 6<sup>th</sup> the Court improperly refused evidence offered by Deft & refused by Court
- 7<sup>th</sup> The Court erred in refusing to give the instructions as asked by the Deft
- 8<sup>th</sup> The Court erred in giving the instructions as mandated by the Court

The Begelow Deft's Atty

Judgment

And the Court having heard the motions and the reasons therefor, the same is overruled by the Court, and it is ordered by the Court that judgment be rendered upon the verdict. It is therefore entered and adjudged by the Court that the said Plaintiff have and recover of the Defendant the said sum of Three hundred and thirty nine dollars & thirty nine cents their damages assessed as aforesaid together with their costs in this behalf, expended and that execution issue therefor. And then came the Defendant by his Atty and prays an Appeal from the Judgment of this Court to the Supreme Court of the State of Illinois, which Appeal is granted by the Court, and ninety day time given to file Bill of Exceptions, and sixty day time given to file Appeal Bond in the sum of Six hundred Dollars, to be approved by the Clerk by agreement

Bill of Exceptions

And afterwards to wit on the 10<sup>th</sup> day of August 1861, came the said Defendant and files his Bill of Exceptions, which are in the words and figures following to wit

State of Illinois } Henry County }	Of the Special June Term of the Henry County Circuit Court A D 1861
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The Bishop Will Colony  
 Jone of Claudius Jones et al  
 vs  
 Louisa Bushnell

Attachment

Be it remembered that on the 13<sup>th</sup> day of June A D 1861 and during the trial of said cause the said Plaintiff in order to maintain and prove the issues on his part called as a

witness Ira Houtice who being duly sworn testifies as follows  
 Know Defendant and Samuel H. Bushnell have known them ten or fifteen  
 years. First knew them in the State of Vermont. They removed from Vermont  
 to New York eight or ten years ago. Lemuel Bushnell is father of Samuel  
 Bushnell. Defendant and wife and Samuel Bushnell came to this  
 County in 1855. Defendant owned a farm in this County two and a  
 half miles South East of Bishop Hill, claimed by himself and wife  
 together. I have heard him claim it before Samuel came here. It  
 was not improved at the time he bought it. Went on to the place in Spring  
 or Summer of 1857. Got a portion of it broke before coming here.  
 Defendant's wife and Samuel Bushnell moved on to the place in 1857  
 they remained on the farm about one year, then went back to the State  
 of New York. Came back again in about a year after and went on to the  
 farm again the 2<sup>d</sup> time. I have been to the place after Samuel Bushnell  
 cultivated it, raising usual variety of crops. Use had one man besides  
 himself at work on the farm. Defendant's family and defendant now  
 live in the State of New York. Know hand writing of Defendant. (Letter  
 here shown to witness No 3) These letters are in the Defendant's hand writing  
 and Defendant's signature is attached to them. Know Samuel Bushnell  
 is married now, was not when this debt was contracted

On Cross Examination the Witness states. Defendant was out here  
 several times. Samuel Bushnell carried on the farm in 1857. Samuel  
 Bushnell was in possession of the crops, have seen him selling some  
 of them, and suppose they were his - drew wheat to Gabra - Samuel  
 Bushnell was the only person here to sell the crops

Ira Houtice was then called by Plaintiff and testifies as follows  
 Am now and for several years past have been in employ of Plaintiff  
 keeping Store Books. Know Samuel Bushnell he lived two or three  
 miles South East of Bishop Hill. Samuel Bushnell was a young  
 man. His Mother has been at the Store. I have seen the Defendant's  
 Bill of Account was here shown to witness as follows

Louisa Bustnell

To Bishop Hill Colony Dr

1856

July 3 <sup>rd</sup>	To 1/2 Bushel of Corn Meal	30
Aug 18 <sup>th</sup>	" 100 <sup>th</sup> Flour	2 75
Oct 9 <sup>th</sup>	" 100 <sup>th</sup> Flour to be paid in Wheat	2 50
" 9	" 1 Duck	15
Nov 13	" 100 <sup>th</sup> Flour	2 00
Dec 14	" 100 <sup>th</sup> Flour	2 00
"	" Interest	2 24

\$ 11.94

Louisa Bustnell

In A/c Bishop Hill Colony

1857

July 1	To Writing Paper	20
"	" Candy & Pins	10
5	" 1 pr Gloves	1 40
"	" 2 Iron Wedges	1 40
9	" Milk Can	10
"	" Crackers & Sugar	20
"	" 1 <sup>st</sup> Candy	15
"	" The Whip	1 15
14	" House Sewing	2 25
19	" 1 pr House Blankets	1 88
"	" 1 pr Gloves	1 00
24	" Sugar & Crackers	19
"	" 1 <sup>st</sup> Tobacco	15
"	" Envelopes	50
July 4	" 1 Tobacco Box	20
"	" 1 <sup>st</sup> Candy	30

July

10	1	Knife	70
"	1	Shovel	1 50
"	1 <sup>st</sup>	Crackers	10
"	1 <sup>st</sup>	Sugar	15
"		Cigars	10
"		Tobacco	05
15	"	Cigars	20
16	"	Candy & Cigars	32
25	"	1/2 <sup>st</sup> Candy	15
"		Tobacco & Pipes	26
28	"	1 <sup>st</sup> Candy	30
2	"	1/2 <sup>st</sup> Gun Powder	25
"		1 <sup>st</sup> Crackers	10
4	"	Home Sewing	2 65
16	"	Candy & Cigars	20
17	"	"	15
"		3 Papers Garden Seeds	15
"		1 <sup>st</sup> Onion Seed	10
"		Wagon mended	5
"		Crackers & Sugar	18
24	"	Cigars	10
"		1/2 <sup>st</sup> Starch	08
"		1 <sup>st</sup> Orange	10
"		Razor & Strap	1 10
"		1 <sup>st</sup> Crackers	10
"		Sugar	08
"		Gun caps	15
"		1/2 <sup>st</sup> Gun Powder	25
24	"	4 Iron Staples	30
"		1 Bucket	25

March

March

25	To 1 Depper	28
"	1 Curry Comb	35
"	1 Pitcher	28
"	1 Laundry Stick	15
"	1/2 Cracker	05
27	" Sugar & Cracker	20
"	Tobacco	10

30	" 2 Yule Rings	3 75
"	1 pr Steppes	75
"	Cracker	05
"	Handker	10
"	Collar	10

April

1	" Legum & Tobacco	45
"	1 Wash Basin	30

6	" 2 Dishes	50
"	4 Bowls	30
"	1 Spoon	05
"	1 Table	1 30
"	House Sticking	15
"	6 <sup>th</sup> Sugar	1 00
"	1 Suck Salt	25

8	" Cracker	05
"	1/2 Tea	05

9	" 1 Broom	25
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11	" 1 Bucket	30
"	8 <sup>th</sup> Nails	52
"	1 Comb	10

14	" Cracker & Sugar	18
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17	" Soap	15
"	3 <sup>3</sup> / <sub>4</sub> Rope	82
"	3 <sup>rd</sup> Sugar	50

May

17	1	Bottle of Ink	10
18	"	1 Gal Mollasses	50
	"	1 <sup>st</sup> Tobacco	15
	"	Paper & Envelopes	10
22	"	1 Spade	1 45
"	"	Cigars	10
29	"	1 <sup>st</sup> Tea	55
	"	1 <sup>st</sup> Coffee	25
17	"	1 Settle Whipple Trees	3
	"	Blacksmith work	20
	"	Cucumbers & Cucumbers	10
	"	3 <sup>rd</sup> Sugar	50
9	"	House Brick & Curry Comb	75
11	"	10 <sup>th</sup> Sugar	1 70
	"	1 Heats for Sumban	60
13	"	1 <sup>st</sup> Tobacco	20
	"	Tobacco for Sumban	10
	"	Lantern	75
	"	1/2 Gal Mollasses	25
	"	1 Wash Board	35
	"	3 <sup>rd</sup> Cakes	39
	"	Pencil & Sharpener	25
	"	1 <sup>st</sup> Raisins	30
	"	Boke	18
16	"	1 Post Auger	3 50
"	"	1 Reg Nails	6 00
25	"	1 Set Hinges	1 60
	"	1 Tin Bucket	40
	"	3/4 Gal Mollasses	75
	"	Raisins	10
	"	1 Panama Tent	3 60

June

24	1/2 Single Trees mended	30	
25	" Plow Sharpener	20	
26	" 6 <sup>th</sup> Coffee	1 00	
	1 1 <sup>st</sup> Tea	1 10	
	" 1 <sup>st</sup> Soda	15-	
	" 5 <sup>th</sup> Nails	33	
	" Tobacco	05-	
	" 1 Garden Hoe	75-	
27	" Cigars	10	
	" Nails	30	
	" Plow Sharpener	40	
29	" Raisins	10	
	" Cigars	05-	
July	2	" 1/2 Gal Molasses	50
	" Raisins	10	
	" Plow Sharpener	20	
	" 1 pr Garters	3 40	
	" 1 coats	2 65-	
	" 1 <sup>st</sup> Raisins	30	
3	" 1 Shirt	1 50	
	" 1 " Collar	25-	
	" Cigars	25-	
	" Plow Sharpener	20	
	" 2 <sup>nd</sup> Tobacco	30	
9	" 12 <sup>th</sup> Sugar	2 00	
	" Cigars	10	
	" 1/2 Gal Vinegar	10	
	" 1/2 ya Strainer Cloth	15	
	" 1 Whip Lash	15-	
10	" 1 Anger Pail	60	

Page 21<sup>st</sup>

July

10	50 1/2 <sup>lb</sup> Raisins	15
	" 1/2 <sup>lb</sup> "	15
	" Sugar	16
	" 1 Pair Shoe Sharpener	20
11	" 1/2 <sup>lb</sup> Raisins for Sundan	15
13	" 1/2 Gal Molasses	50
15	" 1/2 <sup>lb</sup> Raisins	15
	" 5 Pints Lard Oil	93
18	" 1 <sup>lb</sup> Raisins	30
21	" 1/2 Gal Molasses	50
	" 5 <sup>lb</sup> Raisins	33
	" 23 <sup>lb</sup> Salt	35
	" 1 pr Overhauls	50
	" Sugar & Corianders	16
27	" Peper	55
	" 12 <sup>lb</sup> Sugar	2 00
	" 1/2 Gal Molasses	50
	" 1/2 " Turquer	10
	" 1/4 <sup>lb</sup> Pepper	06

Aug

1	" Legums	10
7	" 1/2 Gal Oil	50
	" Corn Meal	2 00
11	" Obluckenuthung	40
13	" 1 Chamber Mug	40
	" 1 Fine Comb	20
	" Legums	10
	" Reaper Mound	15
15	" " "	1 75
19	" 1 <sup>lb</sup> Tobacco	15
	" 8 <sup>lb</sup> Raisins	52
	" Peper	05

Aug

21	To Matches	10
	" Cigars	10
	" Tobacco	70
	" 1 pr Overalls	50
27	" 1/2 <sup>o</sup> Raisins	15
	" Gun Cuffs	30
	" Raisins & Crackers	35

Sept

4	" 1 fine Coat	20
	" 1 Medium	30
	" Goods for Seth Houston	1 00
5	" 31 <sup>o</sup> Suit	47
17	" Pic Pans	36
	" Coffee Pot	60
	" Coney & Raisins	33
19	" 1 <sup>o</sup> Coney	15
	" Coney & Raisins	33
	" Tobacco	05
	" Plow Mould	2
22	" 1 Vest for Sunbon	2 80
	" 1 <sup>o</sup> Coney	15
24	" "	15
25	" Coney & Cigars	50
28	" 1/2 Gal Mollasses & Cinnamon	55

Oct

3	" 10 <sup>o</sup> Sticks & Cigars	75
9	" 19 <sup>o</sup> Suit	29
	" Raisins	05
10	" 3 <sup>o</sup> Shot	25
	" Colours	05
17	" 1 Doz Buttons & Raisins	30
24	" 1 <sup>o</sup> Hamel	50
	" 7 <sup>o</sup> Raisins	35

Oct

26 To Tobacco & Matches

15-

27 " 1 Bow Lock

45-

" 1 Coat

45-

Nov

5 " Tobacco & Cigars

35-

" 1 Bottle of Ink

55-

" 1 Cap for Sash

1 30

" 1<sup>st</sup> Loaa

15-

180. 84

Samuel Bushnell

In Cape Bishop Hill Colony

1857

Nov

10 To Crackers

15-

" Thrua

55-

" Pocket Book

45-

" Tobacco & Pipes

10

13 " 1/4<sup>th</sup> Pepper

56

" 2 Tea Pans

20

" 4<sup>th</sup> Nails

26

" 1<sup>st</sup> Candles

20

18 " 1 Coat

10

" Tea Spoons

25-

" 2 pr Drawers

3 50

20 " 1 pr Gloves

1 50

24 " 1<sup>st</sup> Crackers

10

" House Shewing

1 90

25 " 2 pr Gloves

3 00

" 2<sup>nd</sup> Candles

55-

27 " 2 Coats

23 00

Dec

5 " House Shewing

95-

12 " 1<sup>st</sup> Loaa

15-

" 1 Cap

65

Dec

12	To	1 Bottle Hair Oil	15
	"	1 " Cologne	10
	"	1/2 <sup>th</sup> Cracker	50
15	"	1 Short Collar	25
	"	3 yds Cassimere	2 70
	"	2 1/2 " Dullung	37
	"	Legs	12
19	"	1 yd Cambric	13
	"	Soap	15
	"	1 Hair Brush	50
	"	Points made & trimming	1 15
	"	2 Butts Cotton	10
22	"	Collar	10
	"	1 Gold Ring	2 25
	"	1 Legging Box	10
29	"	Legs & Cracker	15
1 <sup>st</sup>	"	House Shaving	1 00
2	"	" "	40
6	"	Legs	10
	"	1 Handkerchief	70
	"	1 Short Collar	50
	"	Legs	30
12	"	2 <sup>nd</sup> Collar	40
	"	1 <sup>st</sup> Swan	15
	"	Matches	10
	"	12 yds Muslin	1 32
	"	1/2 doz Buttons	05
	"	1 Bottle Pepper Sauce	25
	"	1 Gal Kueger	20
	"	2 Jugs	30
	"	House Shaving	50

July 1868

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July

15	To 1 pr Socks	45
"	2 Elastic Bands	30
"	1 pr Socks	35
"	1 pr Pants	3 40
25	" Balance on Pants	90
"	2 yds Muslin	22
"	1 pr Suspender	35
"	1 pr Mittens	50
"	House Shining	40
23	" Pepper & Thread	18
"	1/4 - Tea	40
"	1/4 - Pepper	06
25	" 2 Match Keys	20
"	1 Gul Ring	3 50
"	Writing Paper	08
27	" 30 - Suet	35
"	1/4 - Tea	40
"	1 pr Garters	3 40
"	1 pr India Rubber	1 25
"	House Shining	20
29	" 1 pr Goggles	3 00
1	" 1/2 doz Buttons	05
"	Needles	12
"	1 fine Comb	20
"	1 Comb	6
"	1 Kerchief	60
"	Writing Paper & Envelopes	23
"	Lead Pen	10
4	" 1 pr Socks	60
"	1 pr Suspender	30
"	1 Nail	90

July

July

6	To	1 Spool Thread & Gutter Bruck	20
"	"	1 pr Pants	3 25
"	"	1 <sup>st</sup> Corachies	10
"	"	1 pr Kid Gloves	1 00
"	"	1 Mullet	50
			<hr/>
			96 16
9	"	3 <sup>rd</sup> Corachies	40
12	"	1/2 <sup>nd</sup> Tea	40
"	"	3 <sup>rd</sup> Corachies	20
"	"	5 <sup>th</sup> Butter	90
17	"	3 <sup>rd</sup> Corachies	20
"	"	Tobacco	08
20	"	5 <sup>th</sup> Butter	88
"	"	1/2 <sup>nd</sup> Corachies	99 22
			<hr/>
			05
22	"	1 Shovel	1 50
23	"	1 Bag Salt	15
24	"	1 pr Gloves	38
"	"	Envelopes & Thread	20
26	"	1/2 <sup>nd</sup> Tea	40
"	"	Matches	10
March	15	1 <sup>st</sup> Corachies & Meales	55
	22	" " "	10
"	"	1 Jug	30
23	"	1 Knife	35
"	"	1 <sup>st</sup> Corachies	10
"	"	1 Bottle	10
"	"	Blacksmithing	80
29	"	Knife skiving	30
"	"	1 pr suspenders	30
"	"	Ball at Newnes Shop	5 40
			<hr/>
			110 10

Samuel Bushnell got the articles named in the Bill - I delivered some of them to him I suppose. The Mill account in the Bill I know nothing about it was handed to me. Candy and Cigars were obtained by Samuel Bushnell. He used to stop and get lunch for dinner when he was drawing fencing from the timber. these articles, candy &c were got in that way. Know Samuel Bushnell's hand writing. Four notes of Samuel Bushnell were here shown Witness. No 1, 2, 3, 4 - notes No 1 & 3 were given to settle the account. No 2 was given for some goods out of the Store not in these accounts, principally for clothing. Don't know what No 4 was given for

On Corp Examination the Witness stated. I drew off this Bill of Account from the Books. Drew it off against Samuel Bushnell. It has been altered since it was drawn off, and made Lemura Bushnell. It is charged to Samuel Bushnell on the Books. I changed it as Samuel told me when he got the articles. Don't know how much of the Bill I delivered Samuel nor how much I sold him. The Mill account I found in the Books

The Plaintiff then called Jacob Jacobson who testifies as follows Live at Bishop Hill. Know Samuel Bushnell and Lemura Bushnell wife. Can't tell when they first came to the County. think it was in 1855. Have seen Samuel and the old lady purchasing goods at the Store. Defendant rode with me in a Wagon from Bishop Hill to Galva one time when he was going East. Think it was in 1856 or 7. We were talking about the farm &c and about Samuels being there, and Defendant said he had some spare money with which he had purchase a farm for his old age. and said he wished Plaintiff would accommodate Samuel, and he would see it settled. no particular things were spoken of Letter No 2 & 3 here shown to witness - when he stated - I received these letters. the order in letter No 2 was never paid, but was presented. Howter had settled other debts with the money and could not pay the order. The Plaintiff had an Office and Lumber Yard in Galva

On Camp Examination the Witness stated. Court tell whether this conversation took place in 1856 or 1857. Court tell the year. Think it was in the Spring. We talked about general matters. He said he had purchased a farm with spare money to make him a home when he got old. He wanted the Colony to accommodate Samuel with what he wanted since he would see it paid. This conversation was the first time I ever saw the old man. I think at the time there was some breaking in the farm. Nobody was with us we were alone. Samuel was there here. I did not know whether Samuel had an account running at the Store or not. I heard he got a Wagon of Plaintiff. don't know whether I let him have it or not. I sometimes make contracts with people for plaintiff. had a right to do so by the Charter. I was doing business as trustee of Plaintiff. Don't recollect of ever telling any person about this conversation until just before Court. We talked it over when talking about collecting claims. This was all that was said about the subject that I recollect now. Don't know whether the Plaintiff ever had an account against the defendants or not - this account is on the Books against his son Samuel. The following letter -

Keeseville Oct 31<sup>st</sup> 1858

Mr Ira Huston

Sir I received your letter two days ago. but I did not know what to write. nor do I now. there is no person that has any right to take those teams or any thing that there is on that farm of ours or Samuels Debts. for Martha bought them with her own private money. you wrote that the Sheriff had yet got the teams and would not give them up until the cost was paid. Ezeial wrote to me that he should secure himself on our property set there before he could hear from me again. at the time he sent me a note to sign and wrote to me if I would sign the note and send it to him or Jethro he would pay all cost. I did sign that note and sent it to Jethro and have his letter that he received it, and at the same time wrote

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to Ezekiel to that effect, still he is holding on to our terms yet. What does such a man think of his word. I want you to go and get those teams and pay the cost if E will not; so that the Barnhills can show the Land, that they agreed to in the contract, if you have not got money in your hands, that belongs to us, get the money and get the teams as soon as possible, and write to me and I will forward the money to you immediately, write the accounts of cost you have to pay and make a minute of it, or take the Sheriff's receipt for the cost that you pay for. I am able to show that E agreed to pay all the cost, if it would do thus and so, and I am prepared to show that I did comply with his request, and I think E Husted will pay the cost some other way if he does not now. I wish you had wrote how much of that money you paid to Bishop Hill Colony so that I should know how much to send you to make up a hundred dollars, I will send it as soon as I hear from you again, tell them the same so that they shall not make me out for nothing. Now about the farm as I look at it we have nothing to do with the farm until the Barnhills time is out the first of next March, and if I had, I should not agree to find seed teams and tools and give one half. If any man thinks he wants <sup>it</sup> enough to take it as the Barnhills took it last spring, I do not know but we should let him have it in the Spring as the Barnhills agreed to leave all things in as good repair as they found them. I don't think myself that we have anything to do with the farm or teams until the first of March I consider that the Barnhills are in duty bound to stay there and take care of things until March, and I consider that we are in duty bound to let them stay there, if they want to until that time, just as much binding on one side as on the other. If you have a chance to let the farm to a man that will take care of the teams and other stock and take it as the Barnhills did except going off the farm with the teams to work and neglect their crops and have them destroyed, I think that would not be right I think that is as well as we can do. I should rather rent it for so much and have the rent put into the farm, in a small Barn and the rest in

pening, if you have a chance Rent it in that way for what you and your Father thinks it worth. Please write whether the Barabills have paid that 50 Bushels of Wheat, that they had to sow. If you let the farm the man can have that by paying the same number of Bushels again in the fall. Weather went to Pittsburg the first of this month and is there yet. Cynthia has got a daughter it came to town the 27<sup>th</sup> of of this month all smart so they write. Tell your Father to write to me. My Love to you and your Lady, also to your Father and Mother

Yours in haste

Lemasa Bushnell

was here proposed to be read to the jury as evidence by the plaintiff to the reading of which the defendant by his Attorney objected, the Court overruled and allowed the letter to be read to the jury, to which judgment and ruling of the Court, the said defendant by his attorney then and at the time there excepted.

The Plaintiff then recalled Ira Houston who testified as follows. Defendant came to this County first in 1855. In the year 1857 & 8 Lemasa Bushnell was a minor under twenty one years of age. I received a letter from Defendant Lemasa Bushnell in the fall of 1858. Left it at house of Lemasa Bushnell  $\frac{2}{3}$  miles South East of Bishop Hill in this County with Defendant's wife who then lived there. The counsel for the Defendant then admitted that notice to produce this letter was served in habe June 12<sup>th</sup> 1861 at 10 o'clock Am. The Plaintiff then admitted that the letter was not in the possession of the Defendant's Attorney and never had been, and that Defendant with his family now resides in the Eastern part of the state of New York, but where said letter now is, or has been since left at Deft's house in this County, was not shown or admitted, and that the letters could not have been got here from New York, if true, by Defendant since the service of the notice in this case to produce it, but it could have been brought from Defendant's house in this Co. if there since notice was served, as there was no means of getting it in so

wanted Iru Husted to come and see the Colony and tell them to hold on and give him time and he would see Samuels debt paid. I gave a statement of the notes. Once the Defendant called there and wanted to get some corn meal. I gave an order to the mill and he said as soon as harvest was over, or in the fall he would settle up Samuels account we were then selling in a year's time

On Cross Examination the witness stated

Defendant said he would see Samuels account settled as soon as harvest was over, or in the fall. The Corn Meal is settled for in one of Samuels Notes. There was then an account against Samuel Bushnell in the Books of the Colony

The account was here shown Witness, when he stated, a part of this account, the last two leaves as follows

Samuel Bushnell

In Aps Bishop New Colony

1857  
Nov 10<sup>th</sup>

13<sup>th</sup>

18<sup>th</sup>

20<sup>th</sup>

24<sup>th</sup>

Dr	Crackers	15-
"	Shroud	3-
"	Pocket Book	75-
"	Tobacco & Pencil	10
"	1/4 Pepper	06
"	2 Tin Pans	20
"	4 <sup>th</sup> Nails	26
"	1 <sup>st</sup> Candles	20
"	Coat	10.00
"	Tin Spoon	25-
"	2 pr Drawers	3.50
"	1 pr Gloves	1.50
"	1 <sup>st</sup> Crackers	20

short a time from New York, but that Samuel continued to live at Defts house from and after the leaving of said letter thro' it was not shown that said letter was ever taken away from Defts house in the County. The Plaintiff by his Atty. then asked the Witness to state the contents of the letter to which the defendant by his Atty objected, the Court overruled the objection, and allowed the Witness to state the contents of the letter, unless defendant would show that said letter was not in Henry County, to which judgment and ruling of the Court, the said defendant then and there at the time excepted, and the Witness stated, The Defendant in the letter directed me, requested me to see Plaintiff and get a statement of their account against Samuel, and to say to Plaintiff, to hold on and not make cost and he would see Samuels debts paid, the Defendant in the Letter requested me to show it or read it to Plaintiff, I went to Bishop Hoar and showed or read the letter to Plaintiff or to Swanson, and Swanson made out a bill of the settled account against Samuel which I sent to defendant, the letter was dated in the fall of 1858

On Cross Examination the Witness stated

The letter was directed to me, I read it over three or four times and recollect it, Defendant told me to see the Plaintiff, and tell them to give a Bill of Samuels account, and to hold on and give him time, and not make more cost, and he would see Samuels debts paid, I think it read "hold on and not make cost and I will see all of Samuels debts paid, Defendant was not here in 1859, Stayed a few weeks. The Plaintiff then recalled Isaac Swanson who testified as follows, Isaac Hoar read or showed the letter to me, The Plaintiff then asked the witness to state the contents of the letter, to which questions and testimony the Defendant by his Attornies objected, the Court overruled the objection and allowed the witness to state the contents of the letter to the Jury, to which judgment and ruling of the Court the said Defendant by his Atty then and there at the time only excepted and the Witness answered, Defendant in the letter

wanted Ira Trustees to come and see the Colony and tell them to hold on and give time time and he would see Samuels debt paid. I gave a statement of the notes. Once the Defendant called there and wanted to get some corn meal. I gave an order to the mill since he said as soon as harvest was over, or in the fall he would settle up Samuels account we were then settling in a years time

On Cross Examination the witness stated

Defendant said he would see Samuels account settled as soon as harvest was over, or in the fall. The Corn Meal is settled for in one of Samuels Notes. There was then an account against Samuel Bushnell in the Books of the Colony

The account was here shown Witness, when he stated a part of this account, the last two leaves as follows

Samuel Bushnell

In Aps. Bishop's House Colony

1837

Nov 10<sup>th</sup>

	Lo Cracker	13-
	" Thred	5-
	" Pocket Book	75-
	" Tobacco & Penial	10
	" 1/4 Pepper	06
13 <sup>th</sup>	" 2 Lin Pins	20
	" 4 <sup>th</sup> Nails	26
	" 1 <sup>th</sup> Candles	20
18 <sup>th</sup>	" Coat	10.00
	" Tea Spoons	25-
	" 2 pr Drawers	3.50
20 <sup>th</sup>	" 1 pr Gloves	1.50
24	" 1 <sup>th</sup> Cracker	20

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On Cross Examination the Witness states

I was born August 21<sup>st</sup> 1837. I was a minor until August 21<sup>st</sup> 1858. I was born in Vermont, then removed to the State of New York with my Parents. Father took care of me. Father came out here in 1857 and helped me harvest. I had the use of the farm and all I could make off of it. I got out the fencing in the winter of 1856 & 7 to fence the farm. Got timber on Father's timber land. Made fence on father's land. Mother's time was not counted anything. Father has three children. One is fifteen or sixteen years of age. That one was here part of the time. Got landy &c for Agricultural purposes. The note for \$17.83 I presume was given partly for Lumber, and partly for use of horse. I had a man with me in the farm. I hired him and he worked for me in the summer season. I owned no property in 1856, and none in 1857 except my crops. Part of the Wheat sold the Colony was to pay taxes. Father was here and worked for me in harvest in 1857. I did not pay him any thing for it.

Just Jacobson was then called by the Defendant & testified as follows. I stated I saw Bushnell first time in 1855. I cannot tell the time he rode with me to Cuba, whether it was in 1855, 56 or 57. I know I saw him in 1855 at Ezekiel Heusted's.

The Defendant here rested his case.

The above and foregoing is all the evidence offered in this case. The court then adjourned until June 14<sup>th</sup> 1861 at 8 o'clock AM June 14<sup>th</sup> 1861. The court having again convened pursuant to adjournment, the court at the request of the counsel of the Plaintiff gave the jury the following instructions. Resolved from one (1) to twelve inclusive to wit

1<sup>st</sup> If the jury believe from the evidence that the defendant while living in New York purchased a farm in Henry County Illinois and came out with his wife and minor son Samuel to said County

and then returned to New York leaving his wife and son Samuel to improve and cultivate & conduct the farm, and that the son in so doing became indebted to the Plaintiffs for Goods Wares or Merchandise necessary for the maintenance of the wife or son in the management of the farm, the law holds the defendant liable to the Plaintiff therefor

- 2 If the Defendant living in New York sent his wife and minor son to Henry County Illinois, to live upon and carry on his farm, while he resided in New York, the Defendant is liable for all necessary articles of Goods or Merchandise furnished for their use or the use and conducting of the farm
- 3 If the Plaintiff furnished to the Defendant's wife or son Samuel Goods and Merchandise, at the request of the defendant, the defendant is liable for the value thereof, in this case without regard to the name or names to whom the same were charged in the Books of P<sup>l</sup>ff
- 4 If the Jury believe that the Defendant requested Jacob Jacobson and Simon Swanson, or either of them, as Trustees of Bishop's Hill Colony to accommodate the Defendant's Son Samuel with credit for such Goods as he might want, and the Plaintiff acting upon such request, did sell to him goods upon credit and charge the same to the Defendant or Samuel the Defendant is legally liable to the Plaintiff for the value of the goods so furnished, whether they were all necessaries or not
- 5<sup>th</sup> An express promise in writing by the father to pay the debt of his minor child, subjects him to legal liability therefor, even in cases in which he would not be liable without such promise

Page 45<sup>a</sup> 6<sup>n</sup>  
Referred

Such promise in writing need not be made in terms to the Creditor, but if made in a letter to a third person to be communicated to the creditor, it is sufficient

7<sup>th</sup> An agreement between Father & his Minor child to give the latter his time & the gift of other property and privileges also in connection with it, does not absolve the Father from his legal liability upon his promise expressed or implied by any acts sufficient therefor, to pay for necessaries furnished to such child when absent from the Father's house & place of residence

8<sup>th</sup> If the Jury believe that any written promise by Deft. to pay the debt of his son in this case was upon condition that the Plaintiff would hold on or give time & not make suit, and that the Plaintiff did agree to & did hold & give time thereafter for a period of nearly two years, such holding on & giving time is a compliance by Plaintiff with the terms of such condition

9<sup>th</sup> If the Jury believe from the evidence, that the account well upon in this case, was contracted by Samuel H. Bushnell, the son of Deft., and that the Defendant was notified of the amount thereof, and in consideration of natural love and affection promised the Plaintiff in writing that he would pay the same to Plaintiff - the Jury will find for the Plaintiff the amount so promised to be paid, whether the same was charged to said son, or said son & some other person - provided Defendant before so promising in writing had knowledge of the nature of said claim

10<sup>th</sup> If the Jury believe from the evidence that Defendant had notice of the amounts and nature of the notes in evidence here signed by Samuel H. Bushnell - and after such notice, in consideration of love and natural affection for his said son promised the Plaintiff

to pay the same in writing, the Jury will find for the Plaintiffs the amounts of said Notes - although said Samuel H. Bushnell was previously holder for the same

11<sup>u</sup> If the Jury believe from the evidence, that the Defendant by letter directed to the Bishop Hill Colony or one of their agents or Trustees for them, or to Ira Newton for the Plaintiffs directing said Newton to hand the same to said Plaintiffs - in which letter said Defendant promised the Plaintiffs to pay the indebtedness in suit here or any portion thereof & such letter or letters came to the hands of Plaintiffs - as desired & directed by Defendant such promise in such letter or letters - is a promise in writing in which the Defendant is holder, since the Jury will find for the Plaintiffs the amount so promised to be paid

12<sup>u</sup> If the Jury find from the evidence that during the year 1857 Samuel H. Bushnell was under the age of twenty one (21) years and during said year, attempted to contract with his father, the Defendant, in regard to the crops grown on his fathers farm, or any other matter - the Jury are instructed that any such agreement or attempted contract is void in law to executors of the Defendant & whatever property was supposed to have been acquired by the said Samuel H. Bushnell by such contract was in fact the property of Defendant and the community may so regard it

13<sup>u</sup> Although the Jury may believe from the evidence that the Goods sued for in this case were charged for in Plaintiffs Books to Samuel H. Bushnell or Bushnell & Sanborn - and that Samuel Bushnell made his note to the Plaintiff therefor, yet if the Jury further believe from the evidence that the sale

Page 45<sup>th</sup>

of the Goods (if any) was made in the request of the Defendant or to his agent, or that he afterwards in consideration of his love & affection for his son, promised in writing to pay the Plaintiff for the same the Jury will find for the Plaintiff

In the giving of each several and separate instructions the said Defendant by his Attorneys objected, the Court overruled the objection and gave said instructions and each of them as asked for, to the Jury, to which judgment and ruling of the Court in giving said instructions and each of them, the said Defendant then and there at the time only excepted

The Defendant by his Attorneys then requested the Court to give the following instructions to the Jury, Numbered from One (1) to nine (9) inclusive

- 1<sup>st</sup> An agreement by one person to pay the debt of another must not only be upon good consideration, but must also be in writing, & if not in writing, it is void & no action can be maintained upon it under the Statutes of this State
- 2<sup>nd</sup> A Letter written by the party to be charged, to a third person, & not to the Plaintiff or its agents, authorizing such person to say to the Plaintiff's agent or to the Plaintiff, that he would see the debt of another person paid, is not a compliance with the statute requiring the contract to be in writing, unless the person receiving such letter actually enters into a contract in writing with the Plaintiff, pursuant to such letter in the name of the defendant, or for him. The verbal statement by the person receiving such letter as to its contents to the Plaintiff is not sufficient to bind the party writing the letter
- 3<sup>rd</sup> When a debt has been incurred by one person, neither a letter or contract by a third person in writing to pay such debt will be

valid, unless there is a new & good consideration, other than the simple existence of the debt itself, for such contract

- 4<sup>c</sup> If the jury believe from the evidence, that the articles in question were sold to Samuel Bushnell & the account charged to him by the Plaintiff & that there was no original contract or promise to pay said account, by the Defendant, then they will find for the Debt, unless they also find a subsequent new contract made by the defendant in writing to pay the account or debt in question
- 5<sup>a</sup> If the jury find from the evidence, that this was an original indebtedness of Samuel Bushnell & charged by the Plaintiff to him & not to the Debt & if they further find that there was a promise made by the Defendant in July or August 1857, to pay the Plaintiff, for such articles as the Plaintiff should accommodate Samuel Bushnell with, or let him have, they can only render a verdict against the Debt, for such portion of the account as they believe upon the evidence accrued after that date, & not for that portion either unless they also find that the articles or items of such account were furnished upon such request of the Debt & in pursuance of said promise to pay
- 6<sup>c</sup> If the jury find upon the evidence that a portion of the account in question, was furnished on the request of Bushnell & Samborn for them & charged by the Plaintiff to them, a promise made by the Defendant to pay Samuel Bushnell's account would not in law embrace the account of Bushnell & Samborn, & no recovery can be had in that case for that portion of the account
- 7<sup>u</sup> A promise to pay the debt of a third person like other contracts must be on good consideration, & must be mutual & if the jury believe

from the evidence that the indebtedness in question was against Samuel Bushnell & not against the Defendants & charged to Samuel & not to the Defendants - the subsequent promise of the Defendants to pay for them, must not only be in writing, but if the consideration of the promise for advance towards Samuel - then it is of no avail unless the Plaintiff at the same time agreed to postpone the payment of the Debt. If the evidence does not show that the Plaintiff agreed to post pone the payment, then such promise of the Defendants founded upon such forbearance is not binding & no recovery can be had upon it

8<sup>a</sup> The letters offered in evidence do not amount in law to a valid contract, of themselves, to pay the debt in question if it was in fact a debt against Samuel Bushnell originally & not against the Defendants.

9 Although at the time of or before the sale of Goods by one person to another, a third person may promise to pay the same, yet such a promise not in writing, is not sufficient to bind the person making the same unless the credit was actually given to such third person and not to the person receiving the Goods

The Court gave instructions Number One (1) two (2) Six (6) Nine (9) as asked, and refused to give instructions Number Three (3) Four (4) five (5) seven (7) & Eight as asked, but modified them, and gave them to the jury as modified as follows.

3<sup>a</sup> When a Debt has been incurred by one person neither a letter or contract by a third person in writing to pay such debt will be valid, unless there is a new & good consideration, other than the simple existence of the debt itself for such contract

Though the question of consuacration is not raised by the pleadings in this case

4<sup>c</sup> If the jury believe from the evidence that the articles in question were sold to Samuel Bushnell, the credit given to him & the account charged to him by the Plaintiff & that there was no original contract or promise to pay said account, by the Defendant, then they will find for the Defendant, unless they also find a subsequent new contract, made by the Defendant, and in writing, to pay the account or debt in question

5 If the jury find from the evidence, that there was an original indebtedness of Samuel Bushnell & not of the Debt & charged by the Plaintiff to him & not to the Debt & if they further find that there was a promise made by the Defendant in July or August 1857 to pay the Plaintiff, for such articles as the Plaintiff should accommodate Samuel Bushnell with, or let him have, they can only render a verdict against the Debt for such portion of the account, as they believe upon the evidence accrued after that date & not for that portion, either unless they also find that the articles or items of such account were furnished upon said request of the Debt & in pursuance of said promise to pay

7 A promise to pay the debt of a third Person like other contracts, must be in good consuacration & must be mutual. Though the question of consuacration is not raised by the pleadings in this case & if the jury believe from the evidence, that the indebtedness in question was against Samuel Bushnell & not against the Defendant & charged to Samuel & not to the Defendant = the subsequent promise of the Defendant to pay for them

Given as guidelines  
by 1<sup>st</sup> & 3<sup>d</sup>  
Instructions for P.C.C.

Page 49.<sup>th</sup>

must not only be in writing, but if the consideration of the promise was for forbearance towards Samuel - then it is of no avail, unless the Plaintiff at the same time agrees to postpone the payment of the debt & if the evidence does not show that the Plaintiff agreed to postpone the payment, then such promise of the Defendant founded upon such forbearance is not binding & no recovery can be had upon it

- 8<sup>c</sup> The letters offered in evidence do not amount in law to a valid contract, of themselves, to pay the debt in question if it was in fact a debt against Samuel Bushnell originally & not against the defendant, though they are proper evidence of such contract in connection with the other proof in the case, to be considered by the jury

As the said refusal to give said instructions and each of them as asked, and the giving them as modified the said Defendant objected, the Court overruled the objection and gave the instructions as modified, to which judgment and ruling of the Court the said Defendant then and there at the time excepted

The said Plaintiff by his Attorneys then asked the Court to allow the jury to take with them to the jury room when they retired to consider of their verdict the four Notes of Samuel Bushnell offered in evidence in this case, the account before copied in this case, and the said three letters of the defendant offered in evidence in this case, to which the Defendant then and there objected the Court overruled the said objection and allowed the jury to take the said notes, account and letters with them to the jury Room, when they retired to consider of their verdict, to which judgment and ruling of the Court the said Defendant by his Attorneys then and there at the time excepted

The jury then retired to consider of their verdict and afterwards  
 & in the same way returned into Court their verdict as follows

Bishop Hill Colony }  
 vs }  
 Lemara Bushnell

We the jury in this case find for the  
 Plaintiff and except their damages at three hundred twenty  
 nine dollars and thirty nine cents

W. G. Griffin Foreman

Thereupon the Defendant entered his motion for a new trial as  
 follows

State of Illinois }  
 Henry County }

Henry County Circuit Court  
 of the June Special Term A. D. 1861

Bishop Hill Colony  
 vs of G. Jones et al }  
 vs }  
 Lemara Bushnell

Motion for new trial

and now comes the Defendant by  
 the Deacons of the City & moves the Court for a new trial for the  
 following reasons to wit

- 1<sup>st</sup> The verdict is contrary to Law
- 2<sup>d</sup> The verdict is contrary to the evidence
- 3<sup>d</sup> The Court erred in giving the several and separate instructions  
 asked for by the Plaintiff and objected to by the Defendant
- 4<sup>th</sup> The Court erred in allowing the Jury to take the notes  
 of Samuel W. Bushnell and account to their room when  
 they retired to consider of their verdict

Page 51<sup>st</sup> 5<sup>a</sup> The Court improperly allowed evidence to go to the jury on behalf of the Plaintiff, which was objected to by the Defendant

6<sup>c</sup> The Court improperly refused evidence offered by Defendant and refused by the Court

7<sup>a</sup> The Court erred in refusing to give the instructions as asked by the defendant

8<sup>c</sup> The Court erred in giving the instructions as modified by the Court

The Register Defts Atty

The Court overruled the said motions for a new trial, to which judgment and ruling of the Court the said Defendant then assented and at the time excepted, and judgment was thereupon entered upon the verdict for the full amount of said verdict and against the said Defendant

The Defendant then prayed an appeal to the Supreme Court which was granted on condition that the said Defendant give Bond in the sum of \$600 to be approved by the Clerk of the Court and filed within sixty days, and Bill of Exceptions to be filed within ninety days

Inasmuch therefore as the foregoing does not appear of Record the said Defendant prays that this Bill of Exceptions may be signed and sealed, and made a part of the Record which is done

J. W. Howe JL  
Judge of the 6<sup>th</sup> Circuit of Illinois

Appeal Bond

Filed July 23. 1861

Approved by the  
Clerk

Know all men by these presents, that we Leonard Bushnell as  
principal and Ransom Ho Mead and Allen Husted as sureties  
are held and firmly bound unto The Bishop Hill Colony in  
the penal sum of Six hundred dollars for the payment of which  
well and truly to be made we bind our selves, our heirs executors  
and administrators, jointly severally and firmly by these presents  
Witness our hands and seals this 20<sup>th</sup> day of July A.D. 1861

The contents of the above obligation is such that, whereas the  
above named Bishop Hill Colony on the 14<sup>th</sup> day of June A.D.  
1861, recovered a judgment against the above named Leonard  
Bushnell in the Henry County Circuit Court for the sum  
of Three hundred thirty nine dollars and thirty nine cents  
(\$ 339.39) besides costs, from which judgment the said Leonard  
Bushnell has taken an appeal to the Supreme Court of the  
State of Illinois, now if the said Leonard Bushnell shall  
pursue said appeal with effect, or in case the said judgment  
shall be affirmed shall pay the same with all costs, interest  
and damages then this obligation to be wholly void otherwise  
to remain in full force and effect

Approved by me this  
23<sup>rd</sup> day of July 1861  
Amos Fouca Clerk

Leonard Bushnell L  
By W. Byrdlow his attorney in fact W  
Ransom Ho Mead R  
Allen Husted A

Page 45<sup>th</sup>

of the Goods (if any) was made in the request of the Defendant or to his agent, or that he afterwards in consideration of his love & affection for his son, promised in writing to pay the Plaintiff for the same the Jury will find for the Plaintiff

In the giving of each several and separate instructions the said Defendant by his Attorney objected, the Court overruled the objection and gave said instructions and each of them as asked for, to the Jury, to which judgment and ruling of the Court in giving said instructions and each of them, the said Defendant then and there at the time duly excepted

The Defendant by his Attorney then requested the Court to give the following instructions to the Jury, Numbered from One (1) to nine (9) inclusive

- 1<sup>st</sup> An agreement by one person to pay the debt of another must not only be upon good consideration, but must also be in writing, & if not in writing, it is void & no action can be maintained upon it under the Statutes of this State
- 2<sup>nd</sup> A Letter written by the party to be charged, to a third person, & not to the Plaintiff or its agents, authorizing such person to say to the Plaintiff's agent or to the Plaintiff, that he would see the debt of another person paid, is not a compliance with the statute requiring the contracts to be in writing, unless the person receiving such letter actually enters into a contract in writing with the Plaintiff, pursuant to such letter in the name of the defendant, or for him. The verbal statement by the person receiving such letter as to its contents to the Plaintiff is not sufficient to bind the party writing the letter
- 3<sup>rd</sup> When a debt has been incurred by one person, neither a letter or contract by a third person in writing to pay such debt will be

valid, unless there is a new & good consideration, other than the simple existence of the debt itself, for such contracts

- 4<sup>u</sup> If the jury believe from the evidence, that the articles in question were sold to Samuel Bushnell & the account charged to him by the Plaintiff & that there was no original contract or promise to pay said account, by the Defendant, then they will find for the Debt, unless they also find a subsequent new contract made by the defendant in writing to pay the account or debt in question
- 5<sup>u</sup> If the jury find from the evidence, that this was an original indebtedness of Samuel Bushnell & charged by the Plaintiff to him & not to the Debt & if they further find that there was a promise made by the Defendant in July or August 1857, to pay the Plaintiff, for such articles as the Plaintiff should accommodate Samuel Bushnell with, or let him have, they can only render a verdict against the Debt, for such portion of the account as they believe upon the evidence accrued after that date, & not for that portion either unless they also find that the articles or items of such account were furnished upon such request of the Debt & in pursuance of said promise to pay
- 6<sup>u</sup> If the jury find upon the evidence that a portion of the account in question, was furnished in the request of Bushnell & Sanborn for them & charged by the Plaintiff to them, a promise made by the Defendant to pay Samuel Bushnell's account would not in law embrace the account of Bushnell & Sanborn, & no recovery can be had in that case for that portion of the account
- 7<sup>u</sup> A promise to pay the debt of a third person like other contracts must be on good consideration & must be mutual & if the jury believe

from the evidence that the indebtedness in question was against Samuel Bushnell & not against the Defendants & charged to Samuel & not to the Defendants = the subsequent promise of the Defendants to pay for them, must not only be in writing, but if the consideration of the promise for forbearance towards Samuel = then it is of no avail unless the Plaintiff at the same time agreed to postpone the payment of the Debt. & if the evidence does not show that the Plaintiff agreed to post pone the payments, then such promise of the Defendants founded upon such forbearance is not binding & no recovery can be had upon it

8<sup>th</sup> The letters offered in evidence do not amount in law to a valid contract, of themselves, to pay the debt in question if it was in fact a debt against Samuel Bushnell originally & not against the Defendants

9 Although at the time of or before the sale of Goods by one person to another, a third person may promise to pay the same, yet such a promise not in writing, is not sufficient to bind the person making the same unless the credit was actually given to such third person and not to the person receiving the Goods

The Court gave instructions Number One (1) two (2) Six (6) Nine (9) as asked, and refused to give instructions Number Three (3) Four (4) five (5) seven (7) & Eight as asked, but modified them, and gave them to the Jury as modified as follows.

3<sup>rd</sup> When a Debt has been incurred by one person neither a letter or contract by a third person in writing to pay such debt will be valid, unless there is a new & good consideration, other than the simple existence of the debt itself for such contract

Though the question of consecration is not raised by the pleadings in this case

4<sup>c</sup> If the jury believe from the evidence that the articles in question were sold to Samuel Bushnell, the credit given to him & the account charged to him by the Plaintiff & that there was no original contract or promise to pay said account by the Defendant, then they will find for the Defendant, unless they also find a subsequent new contract, made by the Defendant, and in writing, to pay the account or debt in question

5 If the jury find from the evidence, that there was an original indebtedness of Samuel Bushnell & not of the Debt & charged by the Plaintiff to him & not to the Debt & if they further find that there was a promise made by the Defendant in July or August 1857, to pay the Plaintiff, for such articles as the Plaintiff should accommodate Samuel Bushnell with, or let him have, they can only render a verdict against the Debt for such portion of the account, as they believe upon the evidence accrued after that date & not for that portion, either unless they also find that the articles or items of such account were furnished upon said request of the Debt & in pursuance of said promise to pay

7 A promise to pay the debt of a third Person like other contracts, must be in good consecration & must be mutual. Though the question of consecration is not raised by the pleadings in this case If the jury believe from the evidence, that the indebtedness in question was against Samuel Bushnell & not against the Defendant & charged to Samuel & not to the Defendant - the subsequent promise of the Defendant to pay for them

Given as guidelines  
by 1<sup>st</sup> & 3<sup>d</sup>  
Instructions for P. 113

Page 49<sup>th</sup>

must not only be in writing, but if the consideration of the promise was forbearance towards Samuel - then it is of no avail, unless the Plaintiff at the same time agrees to postpone the payment of the debt & if the evidence does not show that the Plaintiff agreed to put off the payment, then such promise of the Defendant founded upon such forbearance is not binding & no recovery can be had upon it

8<sup>c</sup> The letters offered in evidence do not amount in law to a valid contract, of themselves, to pay the debt in question if it was in fact a debt against Samuel Bushnell originally & not against the defendant, though they are proper evidence of such contract in connection with the other proof in the case, to be considered by the jury

To the said refusal to give said instructions and each of them as asked, and the giving them as modified the said Defendant objected, the Court overruled the objection and gave the instructions as modified, to which judgment and ruling of the Court the said Defendant then and there at the time excepted

The said Plaintiff by his Attorneys then asked the Court to allow the jury to take with them to the jury room when they retired to consider of their verdict the four notes of Samuel Bushnell offered in evidence in this case, the account before copied in this case, and the said three letters of the defendant offered in evidence in this case, to which the Defendant then and there objected the Court overruled the said objections and allowed the jury to take the said notes, account and letters with them to the Jury Room, when they retired to consider of their verdict, to which judgment and ruling of the Court the said Defendant by his Attorneys then and there at the time excepted

The jury then retired to consider of their verdict and afterwards  
in the same way returned into Court their verdict as follows

Bishop Hill Colony }  
vs }  
Leucara Bushnell }

We the jury in this case find for the  
Plaintiff and assess their damages at three hundred twenty  
nine dollars and twenty nine cents

H. G. Griffin Foreman

Thereupon the Defendant entered his motion for a new trial as  
follows

State of Illinois }  
Henry County }  
vs }

Henry County Circuit Court  
of the June Special Term A.D. 1861

Bishop Hill Colony  
vs }  
Leucara Bushnell }

Motion for new trial

And now comes the Defendant by  
the Byrdlawhis Atty & moves the Court for a new trial for the  
following reasons to wit

- 1<sup>st</sup> The verdict is contrary to Law
- 2<sup>d</sup> The verdict is contrary to the evidence
- 3<sup>d</sup> The Court erred in giving the several and separate instructions  
asked for by the Plaintiff and objected to by the Defendant
- 4<sup>th</sup> The Court erred in allowing the Jury to take the notes  
of Samuel H. Bushnell and account to their room when  
they retired to consider of their verdict

- The Court improperly allowed evidence to go to the jury on behalf of the Plaintiff, which was objected to by the Defendant
- 6<sup>o</sup> The Court improperly refused evidence offered by Defendant and refused by the Court
- 7<sup>o</sup> The Court erred in refusing to give the instructions as asked by the defendant
- 8<sup>o</sup> The Court erred in giving the instructions as modified by the Court

The Register Defts City

The Court overruled the said motion for a new trial, to which judgment and ruling of the Court the said Defendant then and then at the time excepted, and judgment was thereupon entered upon the verdict for the full amount of said verdict and against the said Defendant

The Defendant then prayed an appeal to the Supreme Court which was granted on condition that the said Defendant give Bond in the sum of \$600 to be approved by the Clerk of this Court and filed within sixty days, and Bill of Exceptions to be filed within ninety days

Inasmuch therefore as the foregoing does not appear of Record the said Defendant prays that this his Bill of Exceptions may be signed and sealed, and made a part of the Record which is done

J. W. Howe JL  
 Judge of the 6<sup>th</sup> Circuit of Illinois

Appeal Bond

Filed July 33-1861

Approved by the  
Clerk

I know all men by these Presents, that me Leonard Bushnell as principal and Ransom H. Mead and Allen Husted as sureties are held and firmly bound unto The Bishop Hill Colony in the penal sum of Six hundred dollars for the payment of which well and truly to be made we bind our selves, our heirs executors and administrators, jointly severally and firmly by these presents Witness our hands and seals this 20<sup>th</sup> day of July A.D. 1861

The contents of the above obligation is such that, whereas the above named Bishop Hill Colony on the 14<sup>th</sup> day of June A.D. 1861, recovered a judgment against the above named Leonard Bushnell in the Henry County Circuit Court for the sum of Three hundred thirty nine dollars and thirty nine cents (\$ 339.39) besides cost, from which judgment the said Leonard Bushnell has taken an appeal to the Supreme Court of the State of Illinois, now if the said Leonard Bushnell shall prosecute said appeal with effect, or in case the said judgment shall be affirmed shall pay the same with all costs, interest and damages then this obligation to be wholly void otherwise to remain in full force and effect

Approved by me this  
23<sup>rd</sup> day of July 1861  
Amos Govea Clerk

Leonard Bushnell LS  
By H. Bejelow his attorney in fact LS  
Ransom H. Mead LS  
Allen Husted LS

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Power of Atty  
Given July 23<sup>rd</sup>  
A D 1861

Know all men by these presents, that I Leonard Bushnell of  
 Kewville in the State of New York have made constituted and  
 appointed, and by these presents do make & constitute William  
 Bejelow of Galva Henry County Illinois, to be my true and  
 lawful Attorney for me and in my name and place and stead  
 to appear in any Court in the State of Illinois and defend any  
 suit brought against me, or which may hereafter be brought  
 against me, and particularly for me and in my name &  
 as my Attorney in fact to sign and duly execute any appeal  
 or other Bond, or any instrument of writing, that he may  
 deem necessary as my attorney, to prosecute an appeal of a  
 certain suit commenced by the Bishop Hill Colony against me  
 in the Henry County Circuit Court in the State of Illinois and  
 which suit was tried at the June term Special Term A D 1861  
 of said Henry County Circuit Court & I do hereby ratify  
 and confirm all and every act which my Attorney shall do  
 in the prosecution of an appeal of said case to the Supreme  
 Court of the State of Illinois, and authorize him to act  
 for me and in my stead, and as my Attorney, as to him  
 shall appear most advisable for my interests hereby  
 ratifying all and every act already done or which may  
 hereafter be done by virtue hereof

Witness my hand and seal at Kewville in the said State  
 of New York this 23<sup>rd</sup> day of June A D 1861

Signed & sealed in presence of  
 Elias Arnold }  
 William W McLean }

Leonard Bushnell {LS}

State of New York }  
 County of Columbia }

I do hereby certify that on this 23<sup>rd</sup> day of June  
 A D 1861 before me personally appeared Leonard Bushnell

the person described in and whose name, appear subscribed to the foregoing letter of Attorney, and who is to me known to be the real persons, who used in whose name the acknowledgment is proposed to be made, and acknowledged, that he had signed, sealed and fully executed said instrument in writing as his free act and deed for the uses and purposes therein expressed

Witness my hand and seal this 25<sup>th</sup> day of June A D 1861

James R. Romeyn  
Notary Public for Clinton Co

State of New York  
Clerk's Office of Clinton County

I Darius M. Parsons Clerk of the County Courts of said County (the same being Courts of Record) do hereby certify that James R. Romeyn whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and therein written, was at the time of taking such proof or acknowledgment a Notary Public in and for said County of Clinton, dwelling therein, commissioned, sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of said Notary Public, and verily believe that the signature to said certificate of proof or acknowledgment is genuine, and that said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my name and affixed the seal of said Court and County this 26<sup>th</sup> day of June A D 1861

D M Parsons Clerk

State of Illinois }  
Henry County }



I Amos Gould Clerk of the Circuit Court  
in and for said County do hereby certify that  
the within and foregoing is a full true  
and perfect copy of the Record of all the  
Proceedings had in the said entitled cause  
as appears from the Records and files in my Office

Witness Amos Gould Clerk of said Court and the seal thereof at  
Columbiana this 28<sup>th</sup> day of February A D 1862

Amos Gould Clerk  
By E. S. Bond Deputy

## Assignment of Errors

In the Supreme Court of the State of Illinois  
Of the April Term AD 1862. at Ottawa.

Third Grand Division

Leonard Bushnell }  
vs } Appeal from Henry County  
The Bishop Will Colony }

And now comes the said Leonard Bushnell by W Bigelow his Attorney and says that in the records and proceedings of the above and foregoing case there is manifest and material error. and that because of such error the said Leonard Bushnell asks that the judgment of the Court below may be reversed.

And the said plaintiff (Leonard Bushnell) assigns for error the following to wit:

1<sup>st</sup> The Court erred in allowing the appellee to prove the contents of a letter written by appellants to Ira Hustad, and in allowing the witness Ira Hustad to testify as to the contents of the letter no sufficient notice having been served

on appellant to produce the serial letter.

2<sup>d</sup> The Court erred in allowing the witness Sween Swanson to testify as to the contents of the letter of appellant to Lee V. Husted for the reasons stated above.

3<sup>d</sup> The Court erred in admitting in evidence the letter of appellant dated Oct 31<sup>st</sup> 1858.

4<sup>th</sup> The Court erred in admitting in evidence the two letters of appellant dated respectively January 20<sup>th</sup> 1859 and Feb'y 1<sup>st</sup> 1859.

5<sup>th</sup> The Court erred in permitting the four sides of Samuel A. Bushnell to be given in evidence to the jury.

6<sup>th</sup> The Court erred in giving to the jury improper instructions asked for by the plaintiffs below.

7<sup>th</sup> The Court erred in refusing to give proper instructions asked for by defendants below, to wit: in refusing to give instructions Numbered three (3) four (4) five (5) seven (7) and eight (8) and each of them.

8<sup>th</sup> The Court erred in modifying instructions.

tions asked for by defendants below and giving them to the jury as modified by the Court to wit: in modifying instructions Nos 3-4-5-7 and 8 and each of them.

9<sup>th</sup> The Court erred in permitting the jury to take with them to their room when they retired to consider of their verdict the four notes of Samuel W Bushnell, the three letters of Leonard Bushnell and the accounts of the appellee against the appellants.

10<sup>th</sup> The Court erred in overruling the defendants (appellants) motion for a new trial.

11<sup>th</sup> The judgment is contrary to law, it should have been for the defendants below.

12<sup>th</sup> The said judgment ought to be reversed because of other errors in the record and proceedings of said case.

A Bigelow  
Atty for Appellants.

And now comes the Bishop Will Colby of  
John J Bennett her Attorney and says that  
in the records and proceeding of the foregoing  
cause there is no such error as is com-  
plained of by the appellants.

A. J. Bennett  
Attorney for Appellee.

30 = 201

Leonard Bielline

at

Bishop Hill Colony

care of Claudius Jones Esq.

from Henry Barrett Esq.

Filed April 22. 1862

L. Keland

CLK.

Collected for \$ 16.00