

13621

No. _____

Supreme Court of Illinois

Dodge

vs.

Robertson

1729
STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 209

862

Dodge
vs

Robertson

1362

Prepared

Be it Remembered that on the 28th
day of November a.d 1859 an appeal
was filed in the Office of the Clerk of
the Circuit Court of Warren County Illinois
And which appeal papers are in the
Books and figures following to wit.

(Copy of Summons)

State of Illinois, Warren County ss.

The People of the State of Illinois
To any Constable of said County Greeting
You are hereby commanded to Summon
Moses Robertson to appear before me at
my Office in Floyd on the 29th day of
October 1859 at 2 o'clock P.m to answer
the Complaint of John Dodge for a failure
to pay him a certain demand not excee-
ding One Hundred Dollars and thereof
make due return as the law directs,
Given under my Hand and seal this
22^d day of October a.d 1859.

Thomas B Cross J.P (seal)

Personally served the within by sending
the same to the within named defendant
this 25th Oct/59 Fees 35 cts.

G B Cross Const.

(Filed Nov 28/59 W Laferty CLK)

(Copy of Appeal Bond)

Know all Men by these presents that we

2
Moses Robertson and James Reynolds
are held and firmly bound unto John
Dodge in the penal sum of One Hun-
-red Dollars lawful money of the United
States for the payment of which well
and truly to be made We bind ourselves
our heirs and administrators jointly
severally and firmly by these presents.
Witness our hands and seals this 29th
day of October a d 1860.

The condition of the above
Obligation is such that whereas the
said John Dodge did on the 18th day of
November a d 1859 before Thomas B Cross
a Justice of the Peace for the County of
Warren recover a judgment against the
above bounded Moses Robertson for the
sum of Thirty Dollars & costs of suit from
which judgment the said Moses Robertson
has taken an appeal to the Circuit Court
of the said County of Warren aforesaid
and State of Illinois. Now if the said Moses
Robertson shall prosecute his appeal with
effect and shall pay whatever judgment
may be rendered by the Court upon
dismissal or trial of said appeal then
the above obligation to be void. Other-
wise to remain in full force and effect.

Wit 3. Moses ^{his} + Robertson (seal)
P & Reed } James A Reynolds (seal)
 } ^{marks}

Approved by me at my Office this 31st
day of Oct a d 1860.

Wm Laferty CLK

Filed Oct 31 st 1860

Wm Laferty CLK

(Copy of Transcript)

Floyd Nov 24th 1859.

John Dodge vs Moses Robertson
before J B Cross J P

George B Cross Constable. Demand \$30.
for making division fence. Summons
issued Oct 22^d returnable Oct the 29th
at 2 O'clock PM; On this 29th day of
Oct 1859 parties appeared the case
called the defendant moved for an
attachment for a Witness. the Court gran-
ted the attachment and adjourned the cause
to the 2^d day of Nov. on this 2^d day of
Nov parties appeared, a jury impeached,
sworn heard the testimony retired, ret-
urned into Court not able to agree,
Cause continued to the 4th of Nov at
1 O'clock PM, On this 4th day of Nov
parties appeared, cause called, a
jury sworn heard the allegations & proofs
after retiring, returned a verdict of

"We the Jury find for the Plaintiff \$30.15 Costs of suit" The Court renders a Judgment for the plaintiff of thirty dollars debt and fifteen dollars and seventy one cents costs.

Thos B Cross J.P.

I Certify that the above statement of the proceedings had before me dated Floyd Nov the 24 a.d 1859 is a full & correct statement.

Thos B Cross J.P.

Filed Nov 28/1859

Wm Laferty CLK

(Copy of Appeal Summons)

State of Illinois \bar{z} ss. The People of the State
Warren County of Illinois. To the Sheriff
of said County Greeting
We Command you to Summon John Dodge
if to be found in your County to be and
appear before the Judge of our Circuit Court
for the County of Warren on the 3^d Monday
in the month of March next, to answer
to an Appeal obtained by Moses Robertson
from a Judgement rendered against him
in favor of John Dodge before Thomas B
Crop a Justice of the Peace of said County
on the 4th day of Nov 1859 for the sum of
Thirty Dollars, cents and Costs of suit
and have you then and there this writ.

Witness Mr Laferty clerk of said Court at the
Court House this 12th day of January 1860
the seal of said Court being hereto affixed,
(seal) Mr Laferty clerk

I do hereby accept service of the
within summons, January 27 a d 1860.
John Dodge.

Filed Jan'y 30th 1860
Mr Laferty clerk

State of Illinois }
Warren County } Pleas before the Honor-
able Aaron Tyler Judge
of the Sixth Judicial Circuit of the State
of Illinois, at a Circuit Court begun and
held at the Court House in Mounds in
the said County of Warren and State of
Illinois on the fourth Monday in the
month of October in the year of our
Lord One Thousand Eight Hundred and
sixty. It being the 22^d day of said month
and year.

Present Hon Aaron Tyler Judge
James H Stewart States attorney
Seth Smith Sheriff
Mr Laferty clerk

92 John Dodge }
 vs } Appeal
 Moses Robertson }

And afterwards to wit on the 23^d day of October a d 1860 the following order was entered upon the Records of our said Court.

92 John Dodge }
 vs } Appeal
 Moses Robertson }

This day came the Plaintiff by his attorney and enters his motion to dismiss this suit for want of a bond. Thereupon came the defendant and enters his cross motion for leave to file a sufficient bond hereon. And after hearing the same it is ordered by the Court that the cross motion be allowed and leave is given the said defendant to file sufficient bond hereon by Wednesday Morning the 31st Inst.

And afterwards to wit on the 31st day of October a d 1860 the following order was entered upon the Records of our said

Court, which is as follows to wit.

92 John Dodge }
vs } Appeal.
Moses Robertson }

This day again this cause coming on and it appearing to the Court that the said defendant had filed his bond in the time allowed by the Court. Whereupon came the parties and by their agreement it is ordered by the Court that this suit be continued generally until the next term of this Court.

And afterwards to wit on the 30th day of March A.D. 1861 being at the March Term thereof, the following order was entered upon the Records of said Court.

118 John Dodge }
vs } Appeal.
Moses Robertson }

This day came the parties by their attorneys, and after being joined for trial they put themselves upon the Country. Whereupon came a Jury to wit H. H. Kelly, John Larimer, William H. Pierce, Leonard Kidder, Thomas Reed, Thomas Allen

§ William W. Whitehead, Samuel Ellinger, S. B. Smith, John Burtsall, Almond Kidder & Clark Shaw, who being elected, tried and sworn to well and truly try the issue joined herein, and after hearing the evidence and argument of Counsel and receiving the instructions of the Court retired to consider of their verdict, and returned into Court and upon their oaths do say, "We the Jury find for the Plaintiff and assess his damages at the sum of twenty six dollars and twenty five cents. Thereupon came the defendant by his attorney and enters his motion for a new trial herein.

And afterwards to wit on the 12th day of April A.D. 1861 the following Order was entered upon the Records of our said Court, which is as follows to wit.

48 John Dodge }
vs } Appeal.
Moses Robertson }

This day again this cause coming on to a hearing on the defendant's motion for a new trial herein, and after hearing the same it is ordered by the Court that the motion be overruled,

And that Judgment be rendered on the verdict of the Jury herein. Therefore it is considered by the Court that the said Plaintiff have and recover of and from the said defendant the sum of twenty six dollars and twenty five cents the amount so found by the Jury afore said, together with his costs by him in this suit laid out and expended as well in the Court below as in this Court and may have execution therefor.

Thereupon came the said defendant and prays an appeal to the Supreme Court which is allowed by the Court upon the said defendant entering into bond in the sum of Five hundred dollars with Bailey C Robertson & James A Reynolds as security. Bill of Exceptions to be filed in twenty days from this date.

The State of Illinois } In Circuit Court
Wauken County } March Term 1864

John Dodge }
vs } Appeal.
Moses Robertson }

Be it Remembered that
on the trial of this cause, the plaintiff
to maintain the issues on his part off-
ered to read in evidence the deposition
of Joseph H. Vertrees, which is in the words
& figures following to-wit.

State of Illinois } ss.

Wauken County } Deposition of Joseph H.
Vertrees taken before me
John Porter a Justice of the Peace in & for
said County at my Office in the Court
House in the City of Mount Pleasant
County Illinois on the 31st day of October
A.D. 1860 pursuant to the annexed & fore-
going Notice to be read in evidence on
the part of Plaintiff in a certain suit
now pending in the Circuit Court of said
County wherein John Dodge is Plaintiff and
Moses Robertson is Defendant.

Joseph H. Vertrees being produced
& sworn according to law, did depose
& say as follows.

11 Int 1st What is your Name age Occupation
& Place of Residence.

Answer. My Name is Joseph H Vertrees
my age is 34 years. my Occupation
Carpenter & joiner. I reside in McDon-
ough Co Ills.

Int 2^d Are you acquainted with the parties
to this suit. Plaintiff & Defendant.

Answer. I am.

Int 3^d. Did you or not ever hear a Conversa-
tion between the parties to this suit
in relation to the building of a par-
tition fence. If yes State Where & When
it occurred. State the same fully.

Ans. I did hear a conversation betw-
-een the parties in relation to building
a partition fence. As near as I can
recollect it was in the year 1858 & in
February or March. I cannot say which.
It was at Mr Robertson the defendants
house. Mr Dodge first proposed the
necessity of building a fence between
their farms. Mr Robertson agreed that
it was necessary to have one. Mr
Robertson then stated that he could
not build any part of it at that time,
had not time & he then proposed that
if Mr Dodge the plaintiff would build

They considered the line between them.
 Int 10th State if you know what they considered the line.

Answer. The Hedge fence between them according to the Conversation between them at that time.

Int 11th State if you know what was to be the length of said fence. (Objected to)

Answer. The length of said fence was not named. Only it was to be a fence between the two as far as they joined lands. (Objected to by Dept Council.)

Int 12th State if you know how far their lands joined on the line on which said fence was to be built.

Answer I do not know exactly, but near one Hundred Rods to the best of my knowledge. (Objected to)

Int 13th Did or not Mr Dodge the Plaintiff in this suit build said fence or have said fence built.

Answer He hired me to build one half of the said fence & he built the balance himself.

Int 14th What portion of said fence was built on the Plaintiffs side of the line & what on the Defendants.

Answer One half or thereabouts was built on the Peffs & the balance on the

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defendants side of said line.

Int 15th State what kind of fence it was.

Answer. It was a rail fence (according to the best of my recollection it was 8 rails high & then staked & double sided).

Int 16th Were or not blocks placed under the corners of said fence.

Answer. There was.

Int 17 State when said fence was built.

Answer. It was built in the spring of 1858.

Crop Examined by Defendants
Council.

Int 1st Are you on good terms with the defendant Mr Robertson.

Answer I suppose I am, I never had any fight or quarrel with him.

Int 2^d Have you ever had any difficulty with him.

Answer None that I recollect of at this time.

Int 3^d Had you or had you not a quarrel with him about some hogs, breaking into a field at any time. (Objected to)

Answer Not to my recollection

Int 4th Have you any interest in the result of this suit. - Answer - Not any.

13⁵ Int 5th Have you or not taken an active part in favor of Mr Dodge & against Mr Robertson in the prosecution of this suit.

Answer. I have not - according to my understanding of the question.

Int 6th Did you or did you not use your influence with Mr Dodge to induce him to institute & prosecute this suit.

Answer - I did not.

Int 7th Was there any thing said about the kind of rails of which the fence was to be built.

Answer. There was.

Int 8th Who said it.

Answer Mr Dodge.

Int 9th What did Mr Robertson say about the old rails.

Answer I dont recollect whether he said any thing particular about them or not.

Int 10th. How old were the rails, of what kind of timber were they made of what was their condition & quality.

Answer I dont know how old they were. They were oak rails I think, some of them were sound & some were partly rotten, they were what I would

Call good old rails.

Int 11th How long had you known the rails of which this fence was built before the fence was built.

Answer I had known a part of them for five or six months, and part I had never seen before, they were hauled to the ground.

Int 12th Did you not state on the day of the trial of this case before Squire Cross that when you went home after hearing this contract made that you told your Wife that you believed there would be a fuss about this fence for you did not believe that either party understood what the contract was, they had so much talk about it. (Objected to)

Answer I never made such statements as that.

Int 13th Did you not state to your Wife after hearing the conversation between plaintiff & defendant about building the fence, that you believed there would be a fuss about it, you did not think either party understood the contract, there had been so much talk about it. (Objected to)

Answer, I made no such statements.

14 Int 14th Was there not so much talk at that time

between the parties that it would be impossible for any body to understand what the Contract was between the parties. (Objected to)

Answer. There was not, if I am any-body.

Joseph H Vertrus.

Costs of Depositions 3.00

Certificate .25

Witness 1.00

Paid by Defendant. 4.25

State of Illinois Warren County ss.

I John Porter a Justice of the Peace in and for said County do certify that the foregoing deposition was taken by me at the time & place mentioned in the caption thereof in pursuance of the annexed & foregoing Notice, in the presence of the parties by their respective Attorneys, that said Witness was first duly sworn according to law and that after said deposition was reduced to writing by me & carefully read over to said Witness the same was by him subscribed and sworn to before me, that the Objections noted in the Margin of said

depositions were made at the time of propounding the interrogatories marked "Objected to". In Witness Whereof I have hereto set my hand & seal this 31st day of October A.D. 1860,

John Porter (Ss) J.P.

Filed Oct 31st 1860

Mr Laferty clk

In the reading of which said deposition in evidence and each & every question & answer thereof the defendant by his counsel then and there objected, but the Court overruled the objection and allowed the said deposition & each & every interrogatory and answer thereof to be read in evidence.

The Plaintiff then called Dawson as a witness who testified as follows, I have heard the deposition of Joseph H. Vertrus just read, that he knew the fence therein described on the line between the land of the Plaintiff John Dodge & the Defendant Moses Robertson, that he had seen the fence in the summer of 1859, that it was a rail fence, staked & ridged & made of old like rail & that it was a good fence. Considering that the rails were old

that the line was $106 \frac{2}{3}$ Rods long. The Counsel for the Plaintiff then asked the Witness the following question to wit, what was the one half of the fence worth that stood on Robertsons side of the line? to which question the defendant by his Counsel then & there objected, but the Court overruled the objection and allowed the Witness to answer the same. In the overruling by the Court of the said objection and allowing the Witness to answer the same the defendant by his Counsel then and there excepted & still excepts. In said question the Witness answered that according to his estimate it was worth \$30 or more the Witness then testified, said fence was about nine rails high staked & ridged when he saw it last more than a year ago.

On Cross Examination the Witness testified as follows. Said fence was on West side of a line running between a farm that John Dodge the plaintiff once owned, and one that Moses Robertson the defendant now owns & that he did not know who built it. that at the time the fence was built the Plaintiff

owned one farm and the defendant the other. That Bailey C Robertson now owns the Dodge farm & has since 1859. That Dodge the plaintiff had possession of the farm at the time he sold to Bailey C Robertson. That is was a partition fence. On Re Examination the witness testified that the fence spoken of was there when Bailey C Robertson bought the farm of the Plaintiff, that Bailey C Robertson had nothing to do with the land in 1858 that the witness knew of. The plaintiff then called Gordon Dodge as a witness, who testified as follows, that he knew where the farms of the plaintiff & defendant were in 1859 that the division fence stood partly on the farm of Plaintiff and partly on the farm of defendant, that Plaintiff was in possession of the farm sold to Bailey C Robertson in 1858, that he knows fence between the two farms. The Counsel for the Plaintiff then asked the witness the following question to wit. What was the one half of the fence worth that stood on Robertsons side of the line, to which question the defendant by his Counsel then and then objected, but the Court overruled the objection and allowed the witness to

answer the question. In the overruling of said Objection to said question and allowing the Witness to answer the same the defendant then & there in open Court excepted & still excepts. In said question the Witness answered I suppose it to be worth abouts six bits per Rod.

On Cross Examination the witness testified that the fence extended across one third of a quarter section, and that he did not know who put it there. That he moved away from the neighborhood about the time the fence was being built in 1858.
The Plaintiff here rested.

The Defendant then called as a Witness on his part Bailey & Robertson who testified as follows. That in April or May ad 1859 he bought of the plaintiff the farm of which the Witness had been speaking and which was adjoining the land of the defendant. That in making the contract with the plaintiff when he bought the place of him, he told the Witness that he had made the whole of the division fence, and that the defendant agreed to pay him for half of it, but that if he

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sold the place to the Witness he the Witness might have whatever claim he had on the defendant for it, that it was the Witness and the defendant for it, that he had no further claim on the defendant for it, that this was the same fence spoken of by the Witness on the part of the plaintiff.

On cross Examination the Witness testified that he bought of the plaintiff $2/3$ of a quarter section and forty acres of timber besides for \$3000, that they commenced the trade in the Spring of 1859 and that it was all completed then except the making of the deed that the deed was not made till fall, because plaintiff could not get his wife to sign it, & that he did not get the possession of the place until fall. that he would not purchase the place until the controversy about the fence was settled that he knew there was trouble about the fence before he talked of buying it, and asked the Plaintiff about and he replied that whatever claim he had for the fence should go to the Witness, that Witness had released all his claim

to defendant, that defendant did not pay him any thing for it.

On Reexamination the Witness stated that this was a partition fence, between the farms of the plaintiff and defendant at the time it was made.

The Defendant then called David Alder as a Witness, who testified as follows, that the plaintiff was at his house just before the Commencement of this suit, that at that time he was speaking of the fence spoken of by the other Witnesses to day, that he then said that he supposed he had settled the matter when he sold his farm, but he had altered his mind and was going to have a law suit about it,

The Defendant then called as a Witness Sanford Robertson, who testified as follows, that he was present at the time of the Conversation testified to by Joseph H Vestres in his deposition, that he had heard the deposition read on this trial and knew that he was present at the time & heard the agreement between the parties testified to by said Vestres in said deposition

About building a partition fence between the farms of the plaintiff and the defendant. That about two weeks after said agreement, the plaintiff came to the house of the defendant and that he heard the plaintiff and defendant make a new agreement at that time that the plaintiff agreed to make said fence out of posts and planks.

On Cross Examination the Witness testified that the defendant was his father, that he had worked in the field where said fence was that he had never examined it particularly that it was a fence made of old rails & staked & ridged, that it was half on the plaintiffs land & half on the defendants land when it was built. That the fence was there yet, that it was a fence that would turn cattle and that it had turned cattle.

This was all the evidence in the case for either party.

The Plaintiff then asked the Court to give the following instructions to the Jury

Dodge } Plaintiffs Instructions.
 vs } 1 If the Jury believe from the
 Robertson } Evidence that the Plaintiff
 made a fence for the Defend-
 ant, on a contract & in accordance
 with a contract with the defendant,
 and that the demand of the Plaintiff
 for said fence has not been paid or
 discharged, the Jury will find for the
 Plaintiff the value of the fence as
 proved.

Given

If the Jury believe from the testimony
 that the Defendant built a different
 fence than the one contracted for by
 the Plaintiff and they also believe from
 the testimony that the defendant wair-
 ed the same by accepting and using
 said fence then if they find that the
 same has not been paid for nor requit-
 ed in any way they will find for the
 Plaintiff if they find the Defendant
 Contracted for a fence as claimed by
 Plff.

Given

So the giving of which said Instructions
 the defendant by his counsel then and
 there objected, but the Court overruled

the objection and gave the instructions as asked by the plaintiff. In which ruling of the Court and the giving of said instructions the defendant by his Counsel then & there in Open Court excepted & still excepts.

The said defendant then asked the Court to give the following instructions to the Jury.

Given

1

If the Jury believe from the Evidence that when Dodge the Plaintiff sold the farm to B. C. Robertson he also agreed with him as part of the consideration of the Purchase of said farm, that he might have the benefit of the claim he had against the Defendant for the making and building the said fence, then they will find for the Defendant.

2

If the Jury believe from the evidence that the agreement between the parties was subsequently to the agreement testified to between Plaintiff & Defendant another agreement was made between the parties by which the plaintiff was to build a

post & plank fence then the plaintiff cannot recover for a rail fence unless they further believe from the evidence that the defendant accepted said rail fence and agreed to pay for it.

The Court then gave instructions of the defendant Numbered One and also refused to give the instruction Numbered Two, as asked, but gave the same modified as follows

- 2 If the Jury believe from the evidence that the agreement between the parties, was subsequently to the agreement testified to between Plaintiff & Defendant another agreement was made between the parties by which the Plaintiff was to build a post & plank fence then the plaintiff cannot recover for a rail fence unless they further believe from the evidence that the defendant accepted or used the rail fence.

So the refusal of the Court to give the said instruction as asked and to the modifications as aforesaid by the Court of said instruction the

defendant by his counsel then & there
in open Court excepted and still excepted.

Thereupon the Jury retired to consider
of their verdict, and after having
considered of their verdict returned
into Court with the following verdict

We the Jury find for the Plaintiff &
assess the damages at \$26.25

Thereupon in open Court the said defend-
dant by his counsel entered his motion
for a new trial for the following reasons
to wit

The State of Illinois } In Circuit Court
Wauken County } March Term A.D. 1865

Moses Robertson } Appeal.

vs } And now comes the
John Dodge } said defendant by his
Attorneys and moves
the Court for a new trial in said cause
for the following reasons to wit.

1st Because the verdict is against the law
and the evidence.

2^d Because the verdict is against the ins-
tructions of the Court.

28th 3^d Because the Court refused to give proper

- instructions asked on the part of the plaintiff
- 4th Because the Court gave improper instructions on the part of the defendant.
- 5th Because the Court improperly modified instructions asked on the part of the plaintiff and gave them as modified.
- 6th Because the Court admitted improper evidence for the defendant.
- 7th Because the Court refused to admit proper evidence for Peffs.
- 8th Because the Court refused to reject improper evidence admitted on the part of the defendant.

Madden & Wolfe & Reed D A
 Filed April 1st 1861.

W. Laferty CLK

But the Court overruled his motion for a new trial and entered a judgment on the verdict of the Jury as follows to wit:

48 John Dodge }
 vs } Appeal.

Moses Robertson } This day again this
 Cause coming on to a
 hearing on the defendants motion for a new trial herein, and after hearing the same it is ordered by the Court that the motion be overruled, and that judgment be rendered on the verdict

of the Jury herein. Therefore it is Considered by the Court that the said Plaintiff have and recover of and from the said defendant the sum of twenty six dollars and twenty five cents the amount so found by the Jury aforesaid together with his Costs by him in this suit laid out and expended as well in the Court below as in this Court and may have Execution therefor. Thereupon came the said Defendant and prays an appeal to the Supreme Court which is allowed by the Court upon the said defendant entering into bond in the sum of Five Hundred Dollars with Bailey & Robertson & James A Reynolds as security, bill of Exceptions to be filed in twenty days from this date.

So the overruling of which motion for a New trial by the Court and to the Entry of Judgment upon the said verdict & to each & every of them - the said defendant by his counsel then & there in open Court. Objected & Excepted & still Objects & Excepts.

For as much therefore as the foregoing does not appear of Record it is ordered by the Court that this

The defendant's bill of Exceptions be signed
and sealed and made part of the
Record herein. Which is done.

Filed May 18/1861

A Tyler Judge (L.S.)

W. Laferty ckr

(Agreement)

The State of Illinois }
Warren County } In Circuit Court

March Term 1861.

John Dodge }
vs }
Moses Robertson }

Appeal.

It is hereby agreed
that the defendant
may file a bill of Exceptions in the
above case at any time within forty
days from the day of the adjourn-
ment of said Term of said Court, and
that no advantage is to be taken
of the failure to file said bill of Ex-
ceptions within the rule of the Court,
provided said bill of Exceptions is
filed within said forty days,
May 2, 1861. Paine & Burroughs

Plffs attys

Phil & Reed Defts atty.

Filed May 2 1861.

W. Laferty ckr

(Copy of Bond)

Know all Men by these presents that we Moses Robertson, James A Reynolds & Bailey C Robertson are held and firmly bound unto John Dodge in the penal sum of Five Hundred Dollars for the payment of which, well and truly to be made we bind ourselves our heirs Executors and administrators jointly severally and firmly by these presents Witness our hands and seals this 17th day of April Anno Domini One Thousand Eight Hundred and sixty one. The Condition of the above Obligation is such that whereas the said John Dodge did on the 12th day of April 1861 in the Circuit Court within and for the County of Wauver and State of Illinois recover a judgment against the above bounden Moses Robertson for the sum of Twenty six or 20/100 Dollars and Costs of suit, from which judgment of said Circuit Court the said Moses Robertson has prayed for and obtained an Appeal to the Supreme Court of said State Now if the said Moses Robertson shall duly prosecute his said Appeal with effect, and shall moreover pay the amount of the Judgment Costs Interest and damages

rendered and to be rendered against
him 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.

Morris ^{his} + Robertson (Ls)
James A ^{mark} Reynolds (Ls)
B C Robertson (Ls)

Filed April 17, 1861.

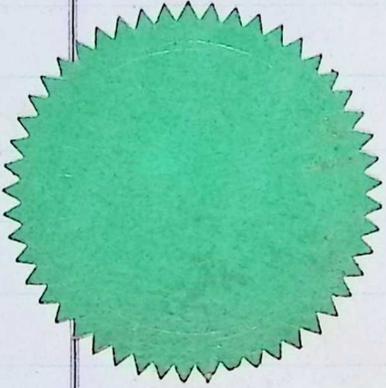
W. Laferty ckw

State of Illinois 300.

Warren County } I William Laferty Clerk
of the Circuit Court in and
for said County do hereby certify that the
foregoing is a true copy of the Record and
proceedings in the foregoing case as the
same appears from the Records and files
of my office.

In Testimony whereof I have
hereunto set my hand and aff-
ixed the seal of our said Cir-
cuit Court at my office in
Monmouth this 7th day of March
a.d. 1862.

Wm Laferty Clerk
By L O Soutell At Deputy.



The State of Illinois
In Supreme Court
Third Grand Division

Moses Robertson appellant
vs
John Dodge Appellee

The said appellant

assigns the following causes of error -

- 1st The Court refused admitted improper evidence on the part of the plaintiff.
- 2nd The Court refused to admit the proper evidence for defendant.
- 3rd The Court gave improper instructions on the part of the plaintiff.
- 4th The Court refused to give proper instructions on the part of the defendant.
- 5th The Court erred in refusing a new trial.
- 6th The Court allowed the plaintiff to introduce evidence with regard to furnishing rails & building fence when the charge was for building fence.

Philo E. Reed for Appellant
W. Alexander

Fee \$6.00
Per J. Dodge

12th John Dodge
vs
20th 209

Moses Robertson

Record

Moses Robertson appellant

vs
John Dodge appellee

Dated Apr. 22, 1862

J. Deland
Clerk

And the said appellee John Dodge comes & says that in the records & proceedings of the Court below there are not any errors or any or either of them or alleged by said appellant; he this appellee therefore prays that said judgment shall be in all things affirmed
A. H. Keith for appellee