

Supreme Court of Illinois

Curtis, et al.

vs.

Rawson.

FILED  1887

Supreme Court.
Northern Division.

Charles Rawson, Appellant.

^{vs.}
N. B. Curtis & P. Curtis, Appellees.

} Assignment of
Error.

And now comes the said Appellant, by Arnold & Larned his Attorneys, and says that in the Record and proceedings, and the judgment rendered, there is manifest error, and that the judgment should have been for the appellant.

And the said appellant comes and assigns the following special grounds of Error:

1. The Court erred in admitting incompetent evidence and excluding that which was competent.
2. The Court erred in giving each and every of the instructions given for the appellees.
3. The Court erred in refusing the instructions asked for by the appellant.
4. The Court erred in allowing depositions and documents introduced in evidence to be taken with them by the jury, in retiring to consider of their verdict.
5. The Court erred in allowing portions of the depositions which had been excluded, and letters and papers which had been excluded, to be taken into them by the jury in retiring

to consider of these duties

Arnold & Laine
for appellants

And the said defendants cannot say there is no such
matter as is supposed in the said record, & that the
same

For Miss. Mississippi
v. p

to be taken with them by the jury
on retiring to consider of their verdict.

6. The Court erred in overruling
the motion for a new trial.

Superior (Gins)
Mullum Distinct

Easton Hawken
Apples

7

Center Market
Apples

Apple & Apples

Am. & Lamed

State of Illinois }
County of Cook & 2d

Sheweth before the Honorable
John M. Wilson, Judge of the Cook County Court
of Common Pleas, within and for the County of
Cook and State of Illinois, at a Vacation Term
of the said Cook County Court of Common Pleas
begun and holden at the County House, in the
City of Chicago, in the County and State afore-
said, on the first Monday being the Sixth day
of July in the year of our Lord, One thousand
Eight Hundred and fifty seven, and of the
Independence of the United States the Eighty
second,

Present the Honorable John M. Wilson Judge
John L. Wilson Sheriff of Cook County

Attest

Walter Kimball Clerk.

Be it Remembered, That Frederick, to wit,
on the Thirtieth day of July A.D. Eighteen
Hundred and fifty two, Nathaniel D. Bartlett
and Henry Bartlett for by Goodrich Scoville
their Attorneys, filed in the office of the Clerk
of the Cook County Court of Common Pleas, his
Process for Summons, in the words and figures
following, to wit,

Court for Let. of Court. Near

Sep. Term 1852

Nathaniel B. Knapp

& Henry Knapp for

Erastus Rawson

} Appearance

Dot. \$2500.

The clerk will please issue
summons in a cause to be entitled as above,
directed to the Sheriff of Cook Co.

Goodrich & Scoville

July 30th 1852.

Hff. atty

And afterwards, to wit, on the same day and
year last aforesaid, there issued out of the office
of the Clerk of said Court, the Peoples writ
of Summons which said writ and the Sheriff's
Return thereon indorsed, are in the words and
figures following, to wit.

State of Illinois
Cook County Ill.

The People of the State of Illinois,
To the Sheriff of said County - Greeting:

Recommend you that you Summon Erastus
Rawson, if he shall be found in your County
personally to be and appear before the Cook
County Court of Common Pleas of said County,
on the first day of the next term thereof, to be holden
at the Court House, in the City of Chicago in

said County, on the first Monday of September
next, to answer unto Nathaniel Huntly, and
Henry Huntly jun. in a plea of Trespass on the
case upon promises, to the damage of the said
plaintiffs as they say in the Sum of Twentyfive
Hundred Dollars.

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

Witness Walter Kimball Clerk of
our said County, and the Seal thereof at
the City of Chicago in said County
this 5th day of July A.D. 1852
Walter Kimball Clerk

Endorsed

Served by reading, to the within named
E. Ramsay July 22nd 1852

Wm. L. Church Sheriff
By Sub. Dexter DePuy.

And afterwards, to wit, on the Twentyfifth day
of August in the year last aforesaid, the said
plaintiffs, by their said Attorneys, filed in the
office of the Clerk of said County, their declaration
and copy of Bill of Exchange in the words and
figures following, to wit,

4
State of Illinois, In the Cook County Circuit
Cook County Ill. of Common Pleas

September Term 1852

Nathanial B. Knutson and Henry Knutson Jr.
Plaintiffs in this suit, by Goodrich & Scoville their
Attorneys, complain of Charles Rawson, defendant,
who is summoned to, in a plea of Trespass on the
case on promises; For that whereas, Knutson
to wit, on the twentieth day of December in
the year Eighteen Hundred and fifty, at Perin-
to wit, at Chicago in said County of Cook, one
H. H. Sease being duly authorized & empowered by
the said defendant, did in pursuance of such
authority, and as he might of right do make
his certain Bill of Exchange in writing bearing
date a certain day and year therein mentioned,
to wit, the day and year aforesaid, and then and
there delivered the same to said defendant, and
thereby requested the said defendant, three days
after sight thereof, to pay to said plaintiffs or
their order by the name, sign and description of N.
B. Knutson to, the sum of Fifteen Hundred Dollars
and then and ^{there} delivered said Bill of Exchange to
said plaintiffs, for and in consideration of fifteen
Hundred Dollars to him paid by said plaintiffs
at the request of said defendant, whereby the said
defendant became liable to accept the said Bill
of Exchange, and to pay the same at maturity,
to said plaintiffs, and being so liable in consider-

4
State of Illinois, In the Cook County Circuit
Cook County Ill. of Common Pleas

September Term 1852

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Plaintiffs in this suit, by Goodrich & Scoville their
Attorneys, complain of Charles Rawson, defendant,
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case on promises; For that whereas, Knutson
to wit, on the twentieth day of December in
the year Eighteen Hundred and fifty, at Perin-
to wit, at Chicago in said County of Cook, one
H. H. Sease being duly authorized & empowered by
the said defendant, did in pursuance of such
authority, and as he might of right do make
his certain Bill of Exchange in writing bearing
date a certain day and year therein mentioned,
to wit, the day and year aforesaid, and then and
there delivered the same to said defendant, and
thereby requested the said defendant, three days
after sight thereof, to pay to said plaintiffs or
their order by the name, sign and description of N.
B. Knutson to, the sum of Fifteen Hundred Dollars
and then and ^{there} delivered said Bill of Exchange to
said plaintiffs, for and in consideration of fifteen
Hundred Dollars to him paid by said plaintiffs
at the request of said defendant, whereby the said
defendant became liable to accept the said Bill
of Exchange, and to pay the same at maturity,
to said plaintiffs, and being so liable in consider-

and thereof afterwards, to wit, on &c. at &c. the said
defendants undertook and then and there and
has faithfully promised the said plaintiffs to
accept the said Bill of Exchange and to pay them
the said sum of money therein specified according
to the tenor and effect of said bill of exchange.

And whereas also the said defendants afterwards
to wit, on the Twenty eighth day of December
1850, at Peoria, to wit, at Chicago in said
County of Cook, in consideration that the plain-
tiffs made them and there purchase of one \$30
Bills his certain other Bill of Exchange bearing
date at Peoria aforesaid, the day and year aforesaid
said and directed to the said defendants, whereby
said Bank requested said defendants to pay to said
plaintiffs by the name and style of A. B. Carleton
&c. or their order the sum of fifteen hundred dollars
three days after sight thereof, undertook and prom-
ised the said plaintiffs to accept the said last-
mentioned bill of exchange, when presented to him
the said defendants, for that purpose, and to pay
the sum of money therein specified when the same
became due and payable, according to the
tenor and effect of said last mentioned bill of
exchange. And the plaintiffs aver that, confiding
in the said promises and undertakings of the said
defendants, they did then and there purchase of
said Bank the said last mentioned bill of exchange
at and for a large sum of money, to wit, the sum,

of Fifty five Hundred Dollars. and that said
Pace thereupon delivered to them the said plaintiffs
said last mentioned Bill of Exchange. by means
whereof said defendants then and there became
liable to accept the said. when presented as
aforesaid. for acceptance. and to pay to said
plaintiffs the said sum of money therein specified
when the same became due and payable. accord-
ing to the tenor and effect of said last mentioned
Bill of Exchange.

Yet the said defendants not regard-
ing his said several promises and undertakings
but contriving &c. did not. nor would accept
said Bills of Exchange or either of them. though the
same were duly presented and shown to him
for acceptance. and his acceptance thereof was
demanded. nor did or would the said defendant
though requested to do. pay to said plaintiffs
the said several sums of money specified in said
Bills of Exchange or any part thereof. when the same
became due and payable. or at any other time.
And though often requested to do. the said de-
fendant has hitherto wholly neglected and refused
and still does neglect and refuse to pay the
same or any thereof. to the damage of said
plaintiffs of Twenty five Hundred Dollars
and therefore they bring suit &c.

And whereas also on H. N. Pace affirmed
to wit. on the Twenty eighth day of December 1811.

1850. at New York, at Chicago in said County
afterwards made his certain Bill of Exchange in
writing bearing date certain day and year
therein mentioned. to wit the day and year last
aforesaid and then and there directed the same
to the said defendant, and thereby then and
there requested the said defendant. three days
after sight thereof to pay to the said plaintiff or
their order by the name sight and description
of N. Buchanan's Co. the sum of Fifteen Hundred
and no. ^{three} Dollars. and then and ^{there} directed said last
mentioned Bill of Exchange. to said plaintiff.
which said last mentioned bill of exchange the
said defendant afterwards. to wit. on the day and
year last aforesaid at Chicago aforesaid. after
sight thereof accepted. by means whereof the
said defendant then and there became liable to
pay to said plaintiff the said sum of money
in said last mentioned Bill of Exchange specified
according to the tenor and effect of the same.
and of his acceptance thereof. and being so
liable to the said defendant in consideration
thereof afterwards. to wit on the aforesaid ^{and aforesaid} ^{and aforesaid}
day and then and there faithfully promised the
said plaintiff to pay the said sum of money
in the said last mentioned Bill of Exchange specified
according to the tenor and effect of the same. and
of his acceptance thereof.

Set the said defendant

not regarding his said promises and undertakings
but containing it. did not nor would pay to said
plaintiffs the said sum of money specified in his
last mentioned Bill of Exchange or any part
thereof. when the same became due and pay-
able. or at any other time. though the same
was presented and shown to him for payment and
payment thereof was demanded. when said Bill
became due and payable. and though often
requested so to do. the said defendant has hitherto
wholly neglected and refused and still does neglect
and refuse to pay the same or any part thereof
to the plaintiffs of said plaintiffs of Mississippi
Hundred Dollars and therefore they bring
suit it.

And whereas also the said defendant
afterwards to wit, on the first day of July
A.D. 1852. at New York, to wit, at Chicago in said
County of Cook, became and was indebted unto
said plaintiffs in the further sum of fifteen
Hundred Dollars lawful money of the United
States for money before that time, lent and
advanced to, and paid, laid out and expended
for said defendant by said plaintiffs at said
defendants request: and also in like sum
for other money before that time had and re-
ceived by said defendant to and for the use of
said plaintiffs, and being so indebted the said
defendant in consideration thereof, afterwards

to wit. on the day and year aforesaid, at the place aforesaid undertook and then and there faithfully promised to pay said plaintiffs said several sums of money in the Court determined when by the said defendant should be thereto afterwards requested.

And whereas also the said defendant after travels to wit. on the day and year last aforesaid to wit. at Chicago in said County aforesaid, was indebted to said plaintiffs in the further sum of Five Thousand Dollars of like lawful money; for so much money before that time and then became payable from the said defendant to said plaintiffs, for interest upon and for the forbearance of divers large sums of money before then due and owing from said the defendant to said plaintiffs, and by the said plaintiffs forbore to said defendant for divers long spaces of time before then elapsed, at the special instance and request of said defendant, and being so indebted said defendant, in consideration thereof, then and there undertook and promised to pay the same to said plaintiffs, when thereto afterwards requested.

Yet the said defendant, not regarding his said several promises and undertakings but contriving to. hath not (though often requested so to do) paid to said plaintiffs either

of said several sums of money, or all, or any part thereof, but so to do has distorted wholly neglected and refused, and still doth neglect and refuse, to the damage of said plaintiffs of Twenty five Hundred Dollars and there-
fore they ^{claim} claim it.

Sordrich & Scoville

Attys

Copy of Bill of Exr and of dock upon.

"\$1500"

Office of N. B. Karvats

No. —

Pavia Dec. 28. 1850

Three days after sight, pay to the order of N. B. Karvats \$1500, Fifteen Hundred Dollars and charge the same to what account."

"J. E. Rawson Esq.

Chicago Ill."

"H. A. Pease"

1852

Erastus Rawson

To Nathaniel B. & Henry Karvats for

1852

Nov.

July 2nd For money lent & advanced to you \$1500

" " money had & received for me

of N. B. & Karvats for

\$1500

" & interest & forebearance on

dividendo &c.

\$1500

And afterwards, to wit, on the Ninth day of September in the year last aforesaid, said day being one of the days of the September Term of said Court County County of New York. There the following, among other proceedings was had in said Court and entered of Record, to wit,

Nathanial R. Knapp
& Henry Knapp for }
vs }
Ezekiel Pearson } App

And now upon this day came the said plaintiffs by Goodrich Scoville their Attorney, and did personal service of summons issued in this cause having been had on the said defendant, and he being three times solemnly called came not nor any one for him, but therein fails and makes default, which is on motion of said plaintiffs, ordered taken and entered of record. Wherefore the said plaintiffs ought to recover of the said defendant their damages herein sustained by occasion of the premises; but because these damages are uncertain and unknown to the Court, and this suit being founded upon an instrument in writing for the payment of money only, it is referred to the Clerk to assess the damages, and the Clerk having assessed the same, reports the damages to the court of

One Thousand Six Hundred and fifty two Dollars and twenty five cents. which said Report is ordered to be accepted and confirmed.

Therefore it is considered that the said plaintiffs do have and recover of the said defendants. their Damages of One thousand Six Hundred and fifty two Dollars and twenty five cents in form aforesaid assessed and also their Costs and Charges by them about this suit in this behalf expended and have Execution therefor.

And afterwards to wit. on the Fifth day of October in the year last aforesaid, the said defendant filed in the office of the Clerk of said Court. his Affidavit, in the words and figures following to wit,

State of Illinois } Court &c. Court House Near
Cook County Ill. In Vacation

Erastus Ramsen

vs.

Nathanial D. Bartlett

& Henry Bartlett } Erastus Ramsen Deft.
in the above suit, makes affidavit that a judgment for want of a plea was entered against him in the above entitled suit at the September Term of the Cook County Court of Common Pleas

for the sum of \$1852.25, upon which said judgment, execution has been issued against him. That he has a good and valid defense upon the merits to the said action, and he had not had any opportunity of availing himself of such defense in consequence of the mistake and negligence of the counsel employed by him to defend the same. That he employed Messrs. Cook, Dodge Attorneys at Law, to appear for him and defend said debt. That the said Dodge was absent at the East when said debt came on, that this affiant went to the said Crowley and advised with him in reference to the said case (and the defense to the same, before the said term of Court came on, and that said Crowley promised to give his attention to said debt. That the said Crowley requested to appear and file any plea in the said cause for the reason, as this affiant is informed by said Crowley that he supposed all the civil business of the said County was continued to the next term thereof, and on that account that it was not necessary for him to file any plea to said action.

That this affiant was wholly ignorant that any default had been had against him, until this day he was advised, that an execution had been issued against him. That the said action is brought upon a certain bill of exchange drawn by one Ed. Luce upon this affiant, that the said

bill of exchange was never accepted by this offi-
 cial in writing or otherwise, but on the contrary
 thereof, the acceptance thereof was refused by this
 official, and the same was protested for non-
 acceptance. That this official never authorized
 the drawing of the said bill, or agreed to accept
 the same, or had any funds of the said Bank
 in his hands to meet the same. That this official
 never received any of the funds derived from
 the said draft, or any property purchased with
 said funds. That the said Bank was not an
 agent of this official, authorized to obligate this
 official by any bill of exchange or other securi-
 ty, and that this official is in no wise obli-
 gated to pay the said draft, and is neither legally
 or equitably liable therefor in any manner
 or form.

That the said judgment has been obtained
 and the said execution issued against this official
 without any fault or negligence on his part,
 and without his having had any opportunity
 to be heard in his defense to the said suit.

And this official further states that the damages
 for which execution has issued in the said suit
 were assessed by the clerk of the said court
 and not by a jury, that no evidence was offer-
 ed to establish the right of action in the same
 except the said Bill of Exchange, which is in
 the words and figures following, viz.

\$1500

Plover Dec. 28. 1850

Three days after sight, pay to the order of
N. D. Charles C. Fifteen Hundred Dollars
and change the same to wheat account
J. E. Rawson Esq

D. W. Place

Chicago Ill.

That the same is not marked accepted, nor is
there any evidence in writing, of any kind
signed by this Affiant, to sustain the said pay-
ment, or establish his Affiant's liability upon
said draft. nor was any evidence offered to
prove the same.

Wherefore this Affiant prays
that proceedings on the said execution, may be
stayed until the further order of this Court in
the premises.

E. Rawson

Subscribed & sworn
to before me this 5th day
of October A.D. 1852

W. Kimball, C. D.

And afterwards, to wit, on the 28th day and
year last aforesaid, the following order was
entered in said Affidavit, by the Judge of said
Court, To wit.

I certify that there is probable
cause for a stay of execution in above entitled cause.
Let there be a stay of execution until further
order of Court. Mark Sherrin, Judge of Ct.
Oct. 28. 1852

And afterwards, to wit, on the Tenth day of November in the year last aforesaid, said day being one of the days of the Worcester Special Term of said Court, the following among other proceedings was had in said Court and entered of Record, to wit,

Nathaniel P. Kewitz
& Philip Kewitz for

or

Motion

Erastus Ramsen } And now at this day comes the said defendant by Larned M. Atkins his Attorney and enters his motion herein founded upon petition and Affidavit, to set aside the default and judgment entered in the cause at the September Term last past of this Court.

And afterwards, to wit on the first day of December in the year last aforesaid, the said day being also one of the days of the Worcester Special Term of said Court, the following among other proceedings was had in said Court and entered of Record, to wit,

Nathaniel P. Kewitz
& Philip Kewitz for

or

Motion

Erastus Ramsen } And now again

came the said parties by their Attorneys. And the said Plaintiff enter their motion herein to exclude the affidavits of Corales & Rawson filed during this Term of Court, and that they be struck from the file herein. And thereupon after argument of Counsel heard on the said defendants motion to set aside the judgment in this cause the Court not being sufficiently advised in the premises, takes the matter under advisement.

And afterwards, to wit, on the Eighth day of December in the year last aforesaid, said day being one of the days of the said Mountain Special Term of said Court, the following among other proceedings was had in said Court and entered of Records to wit,

Nathaniel A. Corales
& Henry Corales Jr } Motion.
Eustace Rawson }

And now again came the said parties by their Attorneys, and the Court after mature deliberation, and being now fully advised in the premises, overrules the said Plaintiff's motion to exclude and strike from the file herein the affidavits of Corales and Rawson. And the Court sustained the said defendants motion to set aside the judgment heretofore entered in this cause and doth order, that said judgment stand as the September Term last past of this Court in favor of said Plaintiff against the said defendant for the sum of One Thousand Six Hundred and

fifty two Dollars and twenty five Cents Damages and also for the costs in that behalf expended, be vacated and set aside, and that the execution issued on said judgment be quashed. And leave is given to the said defendant to plead if anyable herein by his next morning next, upon payment of all costs accrued herein to this date. And thereupon the said plaintiff by their said attorneys enter their Exceptions herein to the opinion of the Court, overruling their said motion, and in setting aside the judgment rendered in this cause, and quashing the execution issued thereon.

And afterwards to wit, on the Fifth day of December in the year last aforesaid, the said defendant by his said attorneys filed in the office of the Clerk of said Court this Plea to said Plaintiff's Declaration, in the words and figures following, to wit,

Good County Court Court. Pleas
 Special November T. A.D. 1852
 Erastus Rawson
 vs
 Nathaniel A. Rawson } Asst.
 & Phineas Carle }
 Plaintiffs

And now comes the said defendant, and defends the wrong and injury sought, and saith that he did not promise or guarantee and never as the said plaintiffs have above shewed in their said Declaration complained against him, and of this he puts himself upon the Country.
 By his atty. Lamer Woodbridge

And the plaintiffs by the like C.
Goodrich & Corville
Kffsallays

And afterwards to wit, on the Twentysixth day of
February A.D. Eighteen Hundred and fifty three
said day being one of the days of the February term
of said Court, the following among other pro-
ceedings was had in said Court and entered
of Record to wit.

Nathaniel B. Curtis
- Philip Curtis Jr }
vs }
Ezra W. Rawson } Jt. Clk.

This day came the said
plaintiffs by Goodrich & Corville their attorneys,
and on that motion it is ordered that the case of
continuance heretofore at this term entered herein
be vacated and set aside, and therefore leave
is given them to amend their declaration filed
herein, and it is further ordered that this
cause be continued to next term of this Court.

And afterwards to wit, on the Eleventh day of
September A.D. Eighteen Hundred and fifty
five, said day being one of the days of the September
Term of said Court, the following among other
proceedings was had in said Court and entered
of Record to wit.

Nathan Shurup
 & Henry Kuntz for
 or
 Coratius Ransen } Appraiser

And now come the said
 plaintiffs by Gottlieb, who with their attorneys
 and the said defendant by Donald Hamel with
 his attorneys also come, and after hearing
 in this case. It is Ordered that a jury come,
 and thereupon come a jury of good and lawful
 men to wit.

Asa Gaines. St. Alford, John Bailey,
 A. F. Crow. M. P. Kinsley, R. W. Fisk, J. P. Rich,
 J. B. Morris Patrick Helgent, R. L. Sanford.
 Edward Davlin and Reuben Taylor, who being
 duly elected tried and sworn well and truly to
 try the issue joined as aforesaid, and after hear-
 ing the evidence adduced and a part of the argu-
 ment of Counsel, the further consideration of this
 cause is postponed until tomorrow morning,
 to which time, by agreement of said parties the
 jury are permitted to separate.

And afterwards, to wit, on the Twelfth day of
 September in the year last aforesaid, said day
 being also one of the days of the Septennium Term
 of said Court, the following among other pro-
 ceedings was had in said Court and entered
 of Record, to wit.

Nathaniel P. Karpis
 & Henry Karpis }
 vs.
 Charles Rawson } Apts.

And now again come the said parties by their said Attorneys. And the jury empanelled in this cause also come, and after hearing the argument of Counsel and instructions of the Court, retire under charge of an officer of the Court to consider of their Verdict. And by Consent of said parties it is ordered that when the jury shall have agreed upon a Verdict, they may reduce their Verdict to writing. Sign and seal the same, and after words be permitted to depart. And that they meet the Court at the opening thereof in the afternoon of this day.

And afterwards, to wit, on the Thirteenth day of September in the year last aforesaid said day being one of the days of said September Term of said Court, the following among other proceedings was had in said Court and culminated as follows to wit.

Nathaniel P. Karpis
 & Henry Karpis }
 vs.
 Charles Rawson } Apts.

And now again come the said parties by their said Attorneys, and the jury empanelled in this cause also come into Court and say that the jury cannot agree upon a verdict. And by Consent of said parties

it is ordered that the Jury be discharged from further consideration of this Cause.

And afterwards, to wit on the Second day of June A.D. Eighteen Hundred and fifty seven, said day being one of the days of the June Special Term of said Court, the following among other proceedings was had in said Court with respect of Record, to wit.

Nathaniel D. Kestiff
 & Henry Kestiff junior }
 or } Appellant
 Deostes Ransom }

And now came the said plaintiffs by Goodrich Skoville their Attorneys and the said defendant by Donald Larned Esq. Lay his Attorneys also came. And on argument of the motion entered herein by said defendant to exclude the depositions of L. H. Hardin Royal and Smith, the Court

now here being fully advised in the premises. It is Ordered that defendant's said motion be overruled. And upon being joined herein it is ordered that a Jury come! and therefore come a jury of good and lawful men to wit, A. L. Hawthorn, T. S. Deane, L. H. Debow, J. C. Foxon, Mr. L. Nichols, R. E. Hampton, W. H. Hoyle, C. H. Cowens, Mr. D. Brown, Franklin Lewis, T. B. Boleford, A. H. Gray, who being duly sworn laid and sworn well and truly to try the issue joined herein as aforesaid, after hearing part of the evidence adduced, and be time for all

judgment of the Court having now arrived. the further consideration of this cause is postponed until Eight O'Clock tomorrow morning. and by agreement of the said parties the jury are allowed to separate to meet the Court here at that time.

And afterwards, to wit, on the Third day of June in the year last aforesaid, said day being one of the days of said June Special Term of said Court, the following among other proceedings was had in said Court and entered of Record to wit.

Nathaniel B. Curtis and
Phineas Curtis junior } Apprais.
vs
Ezekiel Pearson }

And now at this day come the said plaintiffs by Goodrich & Knell their Attorneys, and the said defendant, by Arnold Larned and they his attorneys also comes, and the jury come, and after hearing the remaining part of the evidence adduced, the arguments of counsel, and instructions of the Court, leave to consider of their verdict, and by agreement of said parties it is ordered, that when they shall have agreed upon a verdict, they must return the same to writing, sign and seal the same and afterwards be permitted to separate to meet the Court at the opening thereof on tomorrow morning.

And afterwards, to wit, on the Fourth day of June in the year last aforesaid, said day being one of the days of said June Special Term of said Court, the following among other proceedings was had in said Court and entered of Record to wit:

Nathaniel R. Brewster Esq.
 Henry Brewster Junior
 or
 Coastus Rarason } Appraiser.

And now again at this day come the said plaintiffs by their said attorneys, and the said defendant by his attorney also comes. And the jury come into Court and say: We, the jury find the issue for the plaintiffs, and assess their damages to the sum of Five Thousand and seventy eight Dollars and twenty five cents.

And thereafter the said defendant by his said attorney assents herein his Motion for a new trial of this cause.

And afterwards, to wit, on the First day of July in the year last aforesaid, the said day being one of the days of the said June Special Term of said Court, the following among other proceedings was had in said Court and entered of Record to wit:

Nathaniel B. Curtis &
 Henry Curtis junior }
 of }
 Charles Rawson } Appraisers.

And now come the said
 plaintiffs by Goodrich & Scoville their attorneys,
 and the said defendant by Amos Leonard, relying
 his attorneys, ^{also come} and on argument of the said de-
 fendants motion for a new trial of his Cayas
 decedents interest herein, the Court holds the
 motion under advisement.

And afterwards to wit, on the Ninth day of
 July in the year last aforesaid, said day being
 one of the days of the July Term of said Court
 the following among other proceedings, was
 had in said Court and entered of Record
 to wit,

Nathaniel B. Curtis &
 Henry Curtis junior }
 of }
 Charles Rawson } Appraisers.

And now come the said
 plaintiffs by Goodrich & Scoville their attorneys
 and the said defendant by Amos Leonard, relying
 his attorneys, and the Court here
 having held under advisement until this day
 the said defendants motion for a new trial of his
 Cayas decedents interest herein, and being now fully
 advised in the premises, it is Ordered that
 defendants said motion be overruled to which
 ruling of the Court the defendant excepts.

§ 20725

Therefore it is considered that the said plaintiff do have and recover of the said defendant their Damages of Five Thousand and Seventy Eight Dollars and twenty five Cents, in full aforesaid by the jury here specified, and also their Costs and Charges, by them about this suit in this behalf expended and have execution therefor.

And thereupon the said Defendant prays an appeal to the Supreme Court of the State of Illinois, which is allowed by the Court, on his filing his Appeal Bond in the sum of Three Thousand Dollars, with security to be furnished by the Judge of this Circuit, or the Master in Chancery of Cook County, and on his filing herein his Bill of Exceptions, within thirty days from the date hereof.

And afterwards to wit, on the First day of August in the year last aforesaid, the said Defendant by his said Attorneys, filed in the office of the Clerk of said Court his Appeal Bond and Bill of Exceptions, which said Bond and Bill are in the words and figures following to wit.

Know all men by these Presents, that we Erastus Ransom and William Stearns of Chicago, County of Cook and State of Illinois are held and jointly bound unto Nathaniel B. Curtis and Henry Smith for in the penal sum of Three Thousand Dollars, Current money of the United States, for the payment of which

will and truly to be made. We bind ourselves
our heirs, Executors, administrators jointly severally
and jointly by these presents.

Witness our hands and seals
the 25th day of July A.D. 1857.

The condition of the above Obligation is such
that whereas the said Nathaniel R. Knisely
and Philip Knisely Jr. did on the Fourth day of
June A.D. 1857 in the Cook County Court of
Common Pleas in and for the County
and State aforesaid recover a judgment against
the above bounded Estate of Emerson for the
sum of Five Thousand and seventy Eight ⁴⁰/₁₀₀
Dollars damages and
costs. from which said judgment of the said
Cook County Court of Common Pleas the
said Emerson has appealed for and
obtained an appeal to the Supreme Court of
said State. Now if the said Emerson
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 void, otherwise to remain in
full force and virtue.

Approved *L. C. Paine* *John*
Master in Chancery
Cook Co. Ill.

E. Emerson *Seal*
Wm. Heene *Seal*

The Plaintiff, then read those parts of the deposition of John L. Coates not marked out or excluded by pencil lines and marked.

Depositions of witnesses taken on the 27th day of October A.D. 1856 at the office of J. M. Hillhauff in the City of Peoria County of Illinois and State of Illinois and before me the undersigned to be read in evidence on the part of the Plaintiff in a certain Cause pending in the Court of Common Pleas of Kansas wherein Nathaniel B. Knutly and Henry Knutly Jr. are plaintiffs and Coates Pearson is defendant. Which depositions are taken in pursuance of the notice hereto annexed.

John L. Coates being first duly sworn deposes as follows.

- Interrogatory 1. What is your residence?
Answered Peoria Illinois.
- Int. 2nd. Has your deposition been taken heretofore in this Cause?
Answered Yes Sir.
- Int. 3rd. Were you acquainted with one Horatio M. Bass. if yes. When did you ^{first} become acquainted with him, and under what circumstances, and how long did your acquaintance last, and state also in what capacity he was acting when you were acquainted with him?
- Ans. 3rd. In the Summer of 1854. I became acquainted with him. I became acquainted with him as the agent of Coates Pearson of Chicago Cook County Illinois.
- Ques. 4th. He came to me and represented himself as the agent of Mr. Pearson to purchase grain, and

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as such. I sold him grain, and also bought grain for Rawson through Pease's instructions. He'd from him currency and Pease drafts upon Rawson for payment of the same. Which drafts as made by Pease were paid by Rawson. And I continued to know him in that relation I think until the month of January 1861.

Q^t 4th Did you or not ever see a letter of credit or power of attorney from said defendant Rawson to said H. H. Pease, if you, state if you saw the contents of such power of attorney, and how you came to see the same and where.

A^{ns} 4th I have seen such letter of credit, owing to difficulties in the settlement of our former business, I refused in the fall of 1850, to do any further business with him. Pease without written authority from Mr. E. Rawson, after a

few days ^{delay} he produced a letter of credit from Rawson of such general terms and character that I again commenced buying for him. It was a general letter of credit for him Pease to make drafts on Rawson in such sums as he might require, and upon such time as he could negotiate. I cannot give the exact wording of the letter, but that is the substance.

Q^t 5th

Now you or not acquainted with the handwriting of said Rawson at the time you were shown such letter of credit, and if you had did you become acquainted with the same?

A^{ns} 5th I was acquainted with it, became so by frequent

Ex x Correspondence

6. Was the said letter of Coe's signed by said
Rawson, and do you believe from your knowl-
edge of the handwriting of said Rawson, that
the signature of said defendant Rawson to said
letter of Coe's was genuine?

Ans 6. It was. I do believe it was genuine. I have
never seen him write and still believe it was
genuine.

7. Where were you doing business during the
period aforesaid.

Ans 7. From Illinois

8. Did said Rawson ever deny to you the agree-
ment of said Place in relation to your first
challenges with him.

Ans 8. He did not.

John S. Coates.

State of Illinois

LaSalle County, Ill. I, the Subscriber a Justice
of the Peace of said County. do hereby certify that the
above depositions were taken, by me at the
time and place set forth in the Caption hereof
that the said witnesses were first duly sworn
and that the same was carefully read to them
and signed by them.

Dated October 28th 1866

Patrick M. Hildreth J. P.

State of Illinois

LaSalle County, Ill. I, Samuel H. Raymond,
Clerk of the County Court in and for said County
and State aforesaid, do hereby certify that

Patriot Mr. Lillieff Esquire. before whom the same instrument in writing was proved or acknowledged. was at the time of taking the same. an acting Justice of the Peace and for said County. duly commissioned and qualified, and that I am well acquainted with the handwriting of said Justice. and verily believe his signature to said Certificate is genuine. And that said instrument is true, and acknowledged in accordance with the laws of this State.



In Testimony Whereof I have hereunto set my hand and affixed the Seal of said Court at Ottawa this 28th day of October 1886

J. H. Raymond, Clerk

to the reading of which in evidence the Defs. objected, and Court overruled the objection.

The Defendants then read in evidence such parts of the said deposition of said J. H. Coates not marked as excluded, to the reading of the following portions of which deposition the Defs. Counsel objected, and the Court overruled the objection.

Q. Now you are acquainted with one Homer K. Board if you. When did you first become acquainted with him, and under what circumstances & how long did your acquaintance with him last, and state also in what capacity he was acting when you were acquainted with him.

A. I was the Summer of 1886. I became acquainted with him.

He came to me and represented himself as the agent of Mr. Rawson to purchase grain, and

as such I sold him grain, and also bought grain for Ransom, through Pease's instructions. Received from him currency and Pease's drafts upon Ransom for payment of the same, which drafts as made by Pease were paid by Ransom.

Int. 5th.

Did you or not ever see a letter of Credit or power of Attorney from said defendant Ransom to said H. N. Pease, if yes, state if you can, the contents of such power of Attorney? and how you came to see the same and where.

Ans 4th. I have seen such letter of Credit, owing to difficulties in the settlement of our former business ^{business} in the fall of 1850, to do any further business with him. Pease. I again commenced buying for him.

7. Where were you doing business at the period aforesaid.

Ans 7. New Illinois.

8. Did said Ransom ever deny to you the agency of said Pease in relation to your first dealings with him.

Ans 8. He did not.

John L. Coates,

To which decision admitting said parts of said deposition the Defts except!

The plaintiffs then offered to read the deposition of A. B. Boyle, to the reading of any portion of which said deposition, defendants objected and Court in part sustained, and in part overruled the

the objection and defendants excepted.

The plaintiff then read the parts of the said deposition of A. B. Boyer not marked excluded which is as follows.

Depositions of Witnesses taken on this 28th day of October A.D. 1856. at the office of P. M. Willoughby in the City of New County of Duval & State of Florida, and before me the undersigned, to be used in evidence on the part of the plaintiff, in a certain cause pending in the County Court of Common. Wherein Nathaniel B. Knapp and Philip Knapp Jr. are plaintiffs and Erasmus Robinson is defendant. Which depositions are taken in pursuance of the motion hereto annexed.

Astbury G. Bodley of lawful age being first duly sworn deposes and says, as follows.

Int. Q. What is your Residence, and how long have you resided in your present abode.

Ans. A. Now. Five years.

Q. Are you acquainted with the parties to the said?

Ans. I am partially acquainted with one of the plaintiffs, not acquainted with the others.

Q. Have you ever acquainted with Horatio's said if you. When and where did you know him and what was his business at that time.

Ans. That same was true and represented himself
to be an agent of Mrs. Kason's purchasing
company. Making contracts for Mrs. Kason.
He showed me contracts that he had ^{made} as the
agent of said Kason. He told me that he was
authorized to draw any amount of money from
Mr. Kason's funds to be used to pay his con-
tracts. This was in the winter of 1858 and 1859.
R. T. Bailey

State of Illinois
LaSalle County Ill.

I the undersigned a Justice
of the Peace of said County, do certify that the
above depositions were taken by me at the time and
place set forth in the caption thereof, that the
said witnesses were first duly sworn, and the
same was carefully read to them and signed
by them.

Dated October 28th 1856

Patrick M. Kilduff J. P.

State of Illinois
LaSalle County Ill.

Sh. S. Samuel M. Raymond,
Clerk of the County Court in and for said County
and State aforesaid. Do hereby Certify that Patrick
M. Kilduff Esquire, before whom the annexed
instrument in writing was proved or acknowledged,
was at the time of taking the same,
an acting Justice of the Peace in and for
said County, duly commissioned and qual-
ified, and that I am well acquainted with
the handwriting of such Justice, and verily
believe his signature to said Certificate is
genuine, and said instrument is executed
and acknowledged in accordance with the law

of this State



In Testimony Whereof I have hereunto
set my hand and affixed the seal of
said Court at Ottawa this 28th day
of October 1856

L. M. Raymond Clerk,

And the defendants objected to the reading of the
following portions of said deposition.

"A. W. Baw was here and represented himself
to be an agent of Mr. Raymond, purchasing corn
and making contracts for Mr. Raymond. He showed
me contracts that he had made as the agent
of said Raymond. He told me that he was author-
ized to draw any amount of money from Mr.
Raymond from time to time to pay on contracts,
this was in the winter of 1859 and 1861."

And Court excluded said portions of said deposi-
tions and plaintiffs excepted.

Defendants counsel
objected to the reading of the other portions of said
deposition of Royal not excluded in the above
portions excluded, and Court overruled the
objections and permitted the remaining portion
of said deposition to be read and defendants
excepted.

The plaintiffs then offered the deposition
of John L. Coates filed Sept. 1853. which is
in the words following.

Deposition of John L. Coats of the City of New
Lisalle County and State of Illinois, a witness
and about thirty three years, produced sworn
and examined before Harvey Brown Esquire,
a Justice of the Peace in and for Cass County
and State of Illinois aforesaid on the 11. day of
August A.D. 1853 at the office of the said Harvey
Brown in New in the said County by virtue of
the notice hereto annexed in the cause of the
Cook County Court of Common Pleas, wherein
Nathaniel H. & Henry Knicker for are plaintiffs
and Erastus Ransom is defendant, and to me
signed for the examination of the said John L.
Coats at witness in a suit depending before
the said Cook County Court of Common Pleas
at Eight o'clock A.M. George Corville atty for
plaintiffs being present, and W. H. Chumace
Esq. Counsel also appeared and examined the
witness as follows, viz.

Question 1st. What is your name, age, place
of residence, and where did you reside and
do business, and what was your occupation
in 1850.

Ans. My name is John L. Coats, age thirty
three years, residence New Lisalle, Illinois,
and 1850 resided at New Illinois.

2nd Question

Did you or not in 1850 know
Erastus Ransom of Chicago, and did you or
not know of his employing at that time an
agent in any place or places in Illinois River
for any purpose of you. State who was so em-
ployed by him, and for what purpose, and
what authority such agent had, and how you

know of his authority and what he did. State the dates and occasions to the best of your recollection.

Ans. I knew Erasmus Ramsom of Chicago in 1860. I knew an agent of his by name H. M. Bess in 1860 at Bond Ill. He was employed for the purpose of buying grain and making contracts for grain for E. Ramsom, by a written authority from Ramsom. I saw the authority and read it. Having had it in my possession, I sold him grain under his authority, received my pay in part by draft drawn by Bess upon Ramsom based upon the same authority, this was in the month of October 1860 as to date according to my present recollection.

Question 3rd. State the contents of that written authority, and how ^{far} you know the contents, and whether or not you were then acquainted with the handwriting of his agent, Ramsom, and whether or not such draft drawn by Bess upon Ramsom was accepted and paid. Repts. Atty. object to this question.

Ans. It contained authority from Ramsom to Bess to purchase grain, make contracts for grain, and draw draft upon Ramsom for that purpose. it was in my possession a day or two longer deposited with me by Bess. I was then acquainted with the handwriting of E. Ramsom, draft was accepted and paid by Ramsom.

4th Question. Have you or not in your papers since a letter from Ramsom to Bess, if you produce it, and let it be attached to this depo-

again.

Ans. I have a letter from Ramsom to Pease, which I produce. Letter procured and marked with the letter D.

Question 5. Have you at any time had any conversation with the dft about said Pease, if so, when, and what did Ramsom say.

Ans. I had a conversation with him in the summer of 1857 in his office at Chicago. He said Pease was settling with him. That given him his house and lot, and that Pease was selling Patent rights, and securing him friends. And he did not believe that he would lose anything by Pease's misconduct.

— Next Counsel cross examined —

Question 1st. Upon what occasion was the authority of Ramsom to Pease obtained. Was it not for the express purpose of enabling him to make the purchase of your grain for which the draft was given.

Ans. I refused to sell him grain without the authority from Ramsom. It was given for the purpose of purchasing the grain at my suggestion. but I do not wish to be understood that the authority had exclusive reference to that transaction.

John L. Coates

State of Illinois,

LaSalle County } S. Warren Brown a Justice
of the Peace in the said County on this 13th
day of August, 1858 at Lockport Ill. did
appear as a witness John L. Coates in accom-
pany with the attached writ in the presence of
George Scoville, Plff's atty. and William

Chambers. depts. ally. and the bench certify
that the above and foregoing is the full and
complete testimony of John L. Crato who was
first duly sworn. and the depositions having
been read him before he signed the same.
at my office in Peru in the said County,
Illinois my Hand and Seal this 16th
day of August A.D. 1853.

Harvey Brown *Seal*
Justice of the Peace

Exhibit D.

Chicago Dec. 25/53

Mrs. H. P. Bond

Dr Sir

Enclosed I send you
\$500. You mentioned in yours of 23rd that
Messrs Crato & Co. would want some funds for
wheat purchases. I design this for that purpose
if they can buy at my former figures, but
I do not wish to partake of the exorbitant
they are getting up on the River. There is
nothing to justify high prices, and I have
no doubt they will be lower in January & Feb.
when I think we can buy to better advantage.
Will write Messrs C. & Co. by mail.

Yours Respy

E. Raymond

I do hereby certify that this is the letter pro-
duced by John L. Crato, and sworn to which
is attached to his deposition.

H. Brown J. P.

To the reading of the answer of said witness

to the 2nd Interrogatory propounded to said
Exerts. Defts object, and Court overruled
the objection, as to the 2nd. and sustained it
as to the third. and allowed the 2nd. to stand
and defendants excepted.

To the reading of the answer of said Exerts
to the 3rd Interrogatory the Deft. Object, and
Court sustained the objection. and selected
the same.

To the reading of the remaining portions
of said deposition, viz. the answer of said
Exerts to the 4th and 5th Interrogatories, and
the latter therein referring to. Defendants object
and Court overruled the objection and defendants
excepted.

Plaintiffs then offered the deposition of
J. H. Hardin which deposition is as follows.

Deposition of witness taken on this 16th day of
October A.D. 1856, at the office of Chambers &
Eldridge in the City of New York County of Saratoga
and State of Illinois, to be read in a certain
cause pending in the Court County Court of
Common Pleas wherein Nathaniel Clarkin
and Henry Canby Jr are plaintiffs, and
Oraster Ramsey is defendant, on production
of a notice hereto attached.
Said Hardin being ^{first} duly sworn deposes and
says as follows.

Interrogatory 1. What is your Name, age,
residence and occupation.

Ans. I am Seth H. Hardin. fifty years. New Boston
and lumber dealer.

Dep. taken by
Chambers &
Eldridge.

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Int. Ind. How long have you resided in Ind.
Ans Ind. Ever since

Q. Are you acquainted with the parties to this deed?
If yes, how long.

Ans Int. Ind. Ever since July 1850.

Int. Ind. How far ever acquainted with H. H. Paine.
If yes when, where, and how long - were
you acquainted with him? and in what
business or capacity was he acting while
you knew him?

Ans H. I became acquainted with H. H. Paine in July
1850. he was then purchasing wheat, and
corn in this town; as he stated to Messrs E.

Ex X Dawson of Chicago, and got me to receive
such wheat, and corn and ship it for him
to E. Dawson to Chicago, and pay for the same
as I received it. As he said, Paine was trans-
acting in different directions, making contracts
for grain to be delivered in Chicago to E. Dawson
During the time. I was doing no business.
He Paine, assigned me from time to time and
between the 27th day of July 1850 and the
29th day of August, 1850 (year) about fifteen
thousand dollars, for which money I gave my
receipts to Mr. Paine and which receipts
were given up to me to be cancelled by Mr.
Dawson in Chicago. When I settled with Mr.
Dawson for that transaction, I done no more
business with Paine or Dawson until Decem-
ber of the same year, when Mr. Paine came
to me on the fourth day of December 1850,
at which time he made a contract with me

as the agent of Mr. Rawson for five thousand bushels of Corn in the East to be delivered in Chicago in the Spring of 1851 to said Rawson. Mr. Rawson rec'd the Corn and fully complied with the terms of the Contract, made by said Base as his agent.

Q. Do you or not know of said Base at any time drawing your acquaintance with him concerning drafts for money of or for said Rawson. If so how many, for what amounts, and whether or not paid by said Rawson.

A. Yes sir. in the Spring of 1851 he purchased a large quantity of wheat, from Messrs. Day & Brodwin for the payment of which he drew a draft, I think for \$5000 on E. Rawson which was paid by Rawson. After which Base left and went down the River and left the Contract with me to close for Messrs. Rawson, which I did by shipping the wheat to Chicago to Mr. Rawson, and by drawing on said Rawson for the balance due on said Contract, to Messrs. Day & Brodwin. Mr. Base

Ex X had unlimited power to draw drafts at that time on Mr. Rawson.

I was several times at Mr. Rawson's office in Company with Mr. Base, it was acting as an agent also for Rawson and had the same powers which I state Base had to draw drafts on Mr. Rawson and bear Mr. Rawson's orders instructions to Base to purchase all the Corn he could at a price not to exceed certain figures, according to the market, and draw on him at any time.

for said drafts as necessary. I know that he was in the habit of drawing drafts on Mr. Rawson. I was frequently with him in the Illinois River Bank in the town of Peoria during the winter of 1850 and 1851 at which time he had his drafts on Rawson cashed for various amounts. Say from three hundred to one thousand dollars. I have many heard of these drafts being protested. I think I should know it if they were, as I was doing business as an agent at that time with Mr. Rawson, and knew him in the course of my business to the amount of some fifty or sixty thousand dollars, in the years of 1850 and 1851, and heard Mr. Rawson frequently speaking of his drafts drawn by Pease on him, and the amount he would be likely to lose by these contracts. Which he stated to be somewhere about six thousand dollars. During all which time I received numerous letters, three of which are herewith attached. Memorized from one to two inclusive I also herewith attach a copy of the contract referred to in the fourth Interrogatory, dated December 4th 1850, and March (4)

2d Ex.

Do you or not know of said Pease transacting business as agent for said Rawson during the said winter of 1850 & 1851 at other places than Peoria. If yes, state at what places, and whether or not said Pease had the same authority to act as such agent at such other points.

I know of his purchasing

Ex. c.

oats, corn, wheat and meal at Ottawa, Memphis
Spring Bay, Prairie, Henry and Iowa, and I
think at other points on the Illinois River,
but am not certain. They have the same autho-
rity from said Pearson as before referred to.
He was not limited to any particular point.

7th Q. If you know of any other matter or thing
of importance to either the plaintiff or defend-
ant.

Ans. I wish to add in explanation to a portion
of my answer to the fifth interrogatory,
wherein I state that said Pearson stated that
he would lose Six Thousand Dollars by
Pearce. That in a subsequent conversation
I had with Pearson, he stated that his loss
by Pearce would be more nominal, very
small, as he had taken Pearce leaving him
Chicago, and also had made some money
on a timber contract. This last conversation
was in the summer of 1856.

Sub. W. Hardin.

State of Illinois }

Jacobs County Ssh. I the Subscriber a Justice
of the Peace of said County do Certify that the
above deposition was taken by me at the
time and place mentioned in the Caption
thereof. That the said witnesses was first by
me duly sworn, and that the same was care-
fully read to them and signed by them.
Witness my Hand October 16. 1856

Patrick M. Kilduff
J.P.

State of Illinois
LaSalle County Ill.

I, Samuel M. Raymond, Clerk of the County Court in and for said County, do hereby Certify, that Patrick M. McDuff Esquire whose name appears to the annexed depositions, was at the time of signing the same, an acting Justice of the Peace in and for said County, duly commissioned and qualified, and as such, full faith and credit is and of right ought to be given to all his official acts.

In Testimony whereof I have hereunto set my hand and affixed the Seal of said Court at Ottawa this 27th day of October 1856.

S. M. Raymond Clerk,
to the reading of any portion of which defendant excepted, and Court overruled objection and defendant excepted: and defendant then objected to the reading of the answer of said Hardin to the 1st direct Interrogatory, and the Court overruled said objection as to the following portions of said answer:

Ans. 4. I became acquainted with H. M. Pease in July 1850. He was then purchasing wheat and corn in this town, and got me to receive said wheat and corn and ship it for him to C. Rawson to Chicago, and pay for the same as I received it. as he said Pease was travelling in different directions making contracts for grain to be delivered in Chicago to C. Rawson. During the time I was doing said business he Pease advanced me from

time to time, and balance the 27th day of
July 1858, and the 29th day of August same
year about Eighteen Hundred Dollars, for
which money I gave my receipts to Mr.
Pace, and which receipts were given
up to me to be cancelled by Mr. Ransom
in Chicago. When I settled with said Ransom
for that transaction, I have no more business
with Pace or Ransom until December
of the same year. Then Mr. Pace came to me
on the fourth day of December 1859, at which
time he made a contract with me as the
agent of Mr. Ransom for five thousand
bushels of Corn in the ear to be delivered in
Chicago in the Spring of 1861 to said Ransom.
Mr. Ransom paid the Corn and fully com-
plied with the terms of the contract, made
by said Pace as his agent. -

And Court over-
ruled the objection and defendant excepted.

Defendant then objected to the sending of the
process of the said Hardin to the 16th Judicial
District, and the Court overruled said
objection as to the following portions of said
answers:

Ans 5th. Yes Sir. In the Spring of 1861 he purchased
a large quantity of Wheat from Messrs
Ray & Brother, for the payment of which he drew
a draft, I think for \$500 on E. Ransom
which was paid by Ransom, after which
Pace left and went down the River and left
the contract with me to close for said Ransom,
which I did by shipping the wheat to Chicago

and by drawing on said Rawson for the balance due on said Contract, to Messrs. Day & Brother. I was several times at Mr. Rawson's office in company with Mr. Pass, and heard Mr. Rawson give instructions to Pass to purchase all the Corn he could at a price not to exceed certain figures according to the market, and draw on him at any time for said sums as necessary. I think that he was in the habit of drawing drafts on Mr. Rawson. I was frequently with him in the Illinois River Bank in the town of Peoria during the winter of 1850 & 1851, at which times he had his drafts on Rawson cashed for various amounts say from three hundred to one thousand Dollars. I have never heard of those drafts being collected. I think I should know it if they were, as I was doing business as an agent at that time with Mr. Rawson, and drew on him in the course of my business to the amount of some fifty or sixty thousand Dollars, in the years of 1850 & 1851, and heard Mr. Rawson frequently speaking of the drafts drawn by Pass on him, and the amount he would be likely to lose by Pass's Contracts, which he stated to be somewhere about six thousand Dollars. During all of this time I received numerous letters some of which are hereto attached, numerous from one to Pass inclusive. I also hereto attach a copy of the Contract referred to in the foregoing interrogatory dated December 1st 1850, and March 1st 1851.

And Dependant Except.

Defendants then objected to the reading of the answer of the said Hardin to the Sixth direct Interrogatory, and the Court overruled said objection as to the following portions of said answer viz.

"I know of his purchasing oats, corn, wheat and wool at Ottawa, Illinois, Spring Bay, River Henry and River, and I think at other points, on the Illinois River, but am not certain."

Defendants counsel then objected to the reading of the answer of the said Hardin to the 7th direct Interrogatory, and Court overruled the objection, and defendant excepted.

Plaintiffs then offered the deposition of Samuel E. Smith, which is in the words following viz. -

Depositions of witnesses taken on this 16th day of October A.D. 1856, at the office of Amos & Eldridge, in the City of New, County of Cassell and State of Illinois, to be read in a certain cause pending in the Court County Court of Hancock New, when Nathaniel McKee and Henry Lewis for plaintiffs, and Charles Benson is defendant, in pursuance of a notice hereto attached.

Samuel E. Smith being first duly sworn deposes and says as follows.

Interrogatory 1. What is your name, age, residence and occupation.

Ans 1st. Samuel T. Smith, forty three. Nov.
50 Druggist.

2. How long have you lived in New Illinois

2 Sixteen years.

3. Do you know the parties to this suit.

Ans 3rd. I have no acquaintance with any of them.

4. Were you ever acquainted with H. N. Rice
If so when, where, and how long did you know
him.

Ans 4th. I am acquainted with a man by the name
of Rice. who was acting as an agent for Mr.
Ransom. during the years of 1851. or 1852
in New.

5. Did you or not know of said Rice, drawing
drafts upon said defendant. If so when, in
favor of whom, for what amounts, and state
whether or not such drafts were accepted and
paid by said defendant Ransom.

Ans 5th. I bought Rice's drafts on Ransom during
that winter, and they were all paid. I cannot
say how many or what amounts or in whose
favor they were drawn, as sometimes they
were cashed in my own favor, and some
times in favor of persons to whom I wished to
 remit to Chicago.

S. T. Smith.

State of Illinois

LaSalle County, Ill. The Subscriber a Justice
of the Peace of said County, do Certify, that the
above depositions were taken by me at the time
and place mentioned in the Caption thereof,
that the said witnesses were first by me duly
sworn and that the same was carefully read
to them and signed by them.

Done at Rock Island Mo. 1856

Patrick M. Kelduff
J. P.

State of Illinois

LaSalle County, Ill. I, Samuel H. Raymond
Clerk of the County Court in and for said County
do hereby certify that Patrick M. Kelduff
Esquire whose name appears to the annexed
depositions, was at the time of signing the same
an acting Justice of the Peace, in and for said
County duly commissioned and qualified,
and, as such, full faith and credit is and
ought to be given to all his official acts.

1856
I Sub
C

In Testimony Whereof I have here-
unto set my hand and affixed the
Seal of said Court at Ottawa the 27th
day of October 1856

S. H. Raymond, Clerk

Defendant objected to the reading of said Deposi-
tion in evidence. Court overruled and Dep't
Accepted.

Dep't. objected to the reading of the
answers of the said Smith to the 4th & 5th
Direct Interrogatory, and Court overruled
the same, as to the following portions of said

Answered.

"Ans 4. I am acquainted with a man by the name of Nasse, who was acting, as the agent for Mrs. Rawson during the years 1850 or 1851 in Ills."

"Ans 5. I bought Nasse drafts on Rawson during that Winter and they were all paid. Can't say how many, or what amounts, or in whose favor they were drawn, as sometimes I purchased drafts in my own favor, and sometimes in favor of persons to whom I wished to remit to Chicago."

and Defendants Excepted.

Plaintiff then offered to read the following paper attached to said depositions of Harkin.

This agreement made this 14th day December 1850 between S. H. Harkin of Peoria, La Salle County Illinois of the first part; and George Papaden of Chicago and State aforesaid, of the second part, for and in consideration of the contract herein contained has sold and hereby agrees to sell and deliver to said Rawson in City of Chicago, between the first day of May and the first day of July 1851. Five thousand bushels of Corn in the ear at seventy two pounds per bushel. And the said Rawson of the second part doth agree to receive and pay for said Corn thirty two cents per bushel as above. said Corn to be in good condition. And further agrees to advance to said Harkin Three Hundred Dollars down and Two Hundred on the 1st of January 1851 if called for and the balance on the

Delivery of the said Corn. Said agreement to
draw interest at the rate of ten per cent. and
it is further agreed that said Pearson may
receive said Corn at Marseilles or at other
points on the Canal and deduct the canal
rate of freight between ports and Chicago.

J. H. Hardin
Charles Pearson
per H. N. Bass agt.

Chicago April 24. 1857
J. H. Hardin Esqr
Dear Sir,

I am in receipt of your
Telegraphs from Paris and Paris saying you
had bought 10,000 Bush Corn. and also your
Telegraphs today, saying you had drawn down
and \$115. Enclosed I send you \$2000. to pay
for Corn. Should have sent yesterday but the
express went. News has not returned, nor did
the telegraph tell about coming. How much
will be the freight from Alexandria to New York.
won't it cost over 35¢ delivered here. This is
as high as I want to go. It said down here
if you can get freight at 2. to 2½ from Paris
it will average the whole freight so that alto-
gether it probably will not go over 35¢ here.
At this price but all you can do matters but
much, and the funds shall be ready. At present
there is not a vessel to be had, and none com-
ing soon that can be chartered. They ask 10¢
to Buffalo to arrive ten days hence. This will
make Corn here after the Canal is repaired
and I expect to suit well at 33 to 34¢. but I have

my contracts for freight and the sale of the corn
 so that I know what I can afford to do. &
 I wish you to keep on to call 35 here for all
 you can buy. make your contracts so that
 you will have time to receive the funds
 from here if you cannot draw. No letters
 from you since the 20th inst.

Yours Respectfully

Give this currency a good circulation you can E. Ransom

Chicago Jan'y 14 1861

J. H. Hardin Esq

Dear Sir

Yours of the 9th inst
 is rec'd. I was somewhat surprised at the caption
 you take to my enquiries after amount for you
 by Mr. Pease. I was anxious to know how I
 stood with Pease. Pease answered 1300.
 it being a different sum than I knew anything
 about I asked if it was cash or draft. and the
 enquiry of Pease for explanation was written
 and sent him before I rec'd your letter in
 relation to the matter. And I cannot properly
 discuss in the proceeding any cause of
 offence. Certainly nothing of the kind was
 intended. In relation to the receipts for corn
 already bought. State you what I should like
 and left it to your option to do as you please.
 and I suggested that you make the receipts
 subject to the contracts & subject to the pay-
 ment of the balance of the money to be paid on
 delivery of the corn. so that I do not see in
 what possible way you could be harmed.
 you already had a part of the money and
 the receipts given with those contracts you

would hold the Corn until the balance was paid.
All my Contracts. (unless you are an exception)
are upon these terms. I however do not care
very much about it in your case, only as I
wish to keep my interest insured, and the
question is whether I have an interest that I
can legally insure. Without some tangible
claim on the property. I am not for the
Insurance. Or yet do all my own insurances
in open policy therefore prefer to insure
these instead of Peru.

In relation to the Contract for 5000 lbs. Corn,
you can forward it on receipt of this, and I will
send you funds by Wednesdays Express, which
is the first conveyance I shall have. You
will receive this on Monday when I transmit
to Telegraph one thousand money to send.
Can send you by Express every Wednesday.
Say by Telegraph how much money you want
also that it is on last Contract, and you
can enclose it to me for return mail. I have
not heard a word from Peru by letter since
he left Peru. I was never so much astonished
in my life as when I heard what he had
been doing. How much I shall lose by him
I don't know, but think not very largely - it
will however be considerable, unless he has
paid more for me than I can yet hear of.
On receipt of this please write me, and
should be glad to have ^{you} quote the markets
when you are visiting. Yours Respectfully
C. Rawson

Chicago, Jan'y 24. 1861
 L. H. Hardin Esq
 Dr. Sir.

Yours of 27th inst. is recd.
 I also recd your Telegraph of yesterday Mr Clark
 promised to start for your place last Wednesday
 morning, by whom I intended to have sent funds
 but the weather was so bad that he did not go
 I think now that he will leave on Monday
 and if I get no opportunity before will send
 by him. The weather however having been
 so long bad that I presume little or nothing
 is coming out, if you want \$1000 or \$2000
 before any funds arrive and can draw for it
 do so. Mr. Rase has returned. He says that
 a man by the name of Alt. has \$7000 of my
 funds and John Morris \$200. That Bogley
 settled with him. I wrote to A. W. C. Commissioner
 to commence proceedings against Bogley but
 find that he is the wrong man. I shall write
 him today to commence against Alt & John
 Morris, and if you can help me in any way
 to recover it back I should feel greatly obliged
 if you will do so. as you was acquainted with
 these proceedings for some time I think it
 was your duty to have informed me. I certainly
 by should have been under great obligations
 to you for so doing, and regret you did not.
 I do not expect to be a loser in the end, but
 shall be out of money for a little time. Wheat
 and flour has fallen off in the Eastern Markets
 and Markets all look bad. I do not wish you
 to buy any Spring Wheat, at present to cost
 between one and 50¢. including interest and

all charges. What House do you think wheat
I want to insure, I have insured \$2000, on train
in your House & Taylor & Coffins.

Yrs. Truly

E. Ransom

to the reading of the first three of which follows
Dist. object and Court sustained the objection
and plaintiff excepted.

The Plaintiff then offered
in evidence a letter from the Defendant to the
Plaintiff dated June 6. 1851 in the words
following. viz.

Chicago, June 6. 1851

Wm. W. Ransom Esq.

Sir,

Yours of the 6th inst.
is recd. I was very much surprised when I
heard that Mr. Bates had got into difficulty.
I have no doubt from what I can learn, that he
fell into the hands of some of the Red-Black
Legs and got pretty well fleeced. He has done
it for as I can learn sustained a good reputa-
tion, for integrity and honesty, and he may be
lieve that he was used in the habit of Tam-
bling. He went down to River and Ottawa
for the purpose of making contracts for me for
corn for which I was to pay him a com-
mission by the bushel on all good contracts
made at certain prices. And if you have the
authority which I gave him you will see
that it refers only to contracts for grain.
He was on his way here at Ottawa, when
he telegraphed in what terms he could buy
a world's lot of wheat at River. I am well

him to buy it and sent funds by express to pay. When the first 500. draft appeared, I supposed he had bought more than he had funds to pay; and also the second although I hesitated sometime before accepting. You say the two first drafts were accepted before the first was dishonored. The second 500. was accepted the same day the first was presented. Please Brother had gone down to inquire about recent and I gave him a letter to you. Mr. Rose went to Peruvia without my knowledge or consent. He has not written me since some time before he left Peru. He probably stopped at Peruvia for the very purpose that he expected. I still think that he will make all right soon. He will if it is in his power.

Yours Respectfully
E. Rawson

Wainstaff then offered an agreement between said Rawson, Capt. and the Platte Agent July 3. 1851. which is as follows.

I hereby authorize W. A. Cusick to collect from C. K. Hornsby of Peruvia any amount due by him of H. W. Rose said to be \$1450.00. and appropriate One Thousand Dollars thereof in part payment of a draft of Fifteen Thousand Dollars drawn by said Rose on me dated Dec. 28th 1850 and I further authorize said Cusick to commission said claim with said Hornsby for not less than \$100.00. as he shall deem advisable. Said Rose having assigned said claim on said Hornsby to me.
Chicago July 3rd 1851 E. Rawson

Plaintiffs, offered in evidence the draft used
in the case dated Decr. 26th. 1856. as follows

\$1500.⁰⁰ Office of Mr. B. Leavitt
Peoria Dec. 28. 1856.

Mr. — One day after sight, pay to the
order of Mr. B. Leavitt & Co. Fifteen Hundred
Dollars: and Charge the same to wheat
account.

T. E. Parsons Esq. H. W. Place.
Chicago Ill.

Was five other drafts
which were admitted copies of originals, as
follows.

\$500. Office of Mr. B. Leavitt
Peoria Dec. 28. 1856

Mr. — One day after sight pay to the order of
Mr. B. Leavitt & Co. Five Hundred Dollars, and
Charge the same to my account.

T. E. Parsons Esq. H. W. Place.
Chicago Ill.

\$500. Office of Mr. B. Leavitt
Peoria Dec. 26th. 1856.

Mr. — One day after sight pay to the order
of Mr. B. Leavitt & Co. Five Hundred Dollars,
and Charge the same to my account.

T. E. Parsons Esq. H. W. Place
Chicago Ill.

And which it was admitted
were accepted on presentment and paid, and
that mail was five days from Peoria to Chicago
Inlet of the draft declared on for nonpayment
was admitted.

The plaintiffs then called

R. H. Officer who testified as follows.

I was in the employ of plaintiffs in Rio de Janeiro in Dec. 1850 as book-keeper, the plaintiffs were private Bankers & issuers of the draft sent on being discounted by the plaintiffs. They furnished the money on said draft to a man by the name of Brasil, a letter was shown by Palan to Carriac and Leavitt, let him have the money, I do not know the contents of the letter. I did not know the right hand-writing, to the best of my knowledge the letter was procured to obtain the discount and induce it.

The two previous drafts of \$500. each I think had been accepted and paid by Ransom at that time.

On Cross examination the witness stated. That he was ^{not} sure the previous drafts had been paid, but to the best of his recollection the drafts were advised they had been accepted, and he thought one of them at least paid.

Plaintiffs rested.

The defendants then produced William Martin who testified as follows.

I James H.

W. Reside in Dec. 1850. I shall have come at that time to Ransom. His said Name Place had a written authority from Ransom at that time. I had occasion to examine every particularly the written authority which said Ransom had at that time, as I believed to have if I could deal with him under it.

It authorized Pass. to make Contracts for
Corn for Rawson at prices specified in
the writing. It gave said Pass no author-
ity to draw any draft on Rawson. I read
said Contract and had it in my possession
and am sure it contained no authority to
Pass to draw drafts on Rawson.

I know the Character of S. H. Martin among
his neighbors for truth and veracity. It is
very bad. (All of which evidence was
objected to by Pff Counsel, and objection
overruled and accepted.)

Crop. Examination

Payments, corn I said to be made in currency.
I did not fulfill the contract but settled the
matter with Rawson. Can say whether
Pass had had any other authority from
Rawson I am not sure.

The Respondent then
called Corrydon Pass who testified as
follows.

I am a brother of H. W. Pass. I was
in the employ of Reft. in Dec. 1850. I was
present at an interview between Reft. and
H. W. Pass. When the time H. W. Pass started
to go down the river in winter of 1850 to
make corn contracts. H. W. Pass settled
up all his former matters with Rawson.
I heard the writing read which Rawson
gave him.

Direct. State to the jury the contents of such
writing as nearly as you can.

Question objected to and objection sustained
and Reft. accepted.

If you heard the Contract, authorizing or written instrument which was given to said Paper by Reft. at said trial, read. State the contents thereof.

Quest. objected to. objection sustained and Reft. objected.

Quest. Was there any authority given to said Paper in said writing to draw drafts on Refundant.

Quest. objected to and sustained and Reft. objected.

Witness then stated that he was present at the time the authority or order of Feb'y 28/51 was signed by Ramsen. That Mrs. Merriam a lady agent acted for the plaintiffs. That he stated to Reft. that himself must have this paper signed in order to enable him to proceed against the parties who got the money from Mrs. Ramsen objected to signing it because he did not wish to sign anything which would make him liable to pay off, or would admit any liability.

Merriam told him that the paper would not render him liable or affect him in any way, and the plaintiff could not get the money without some such document from Ramsen, and Ramsen thereupon signed it.

Merriam had an interview with me to try and obtain security for the amount of this draft. He said if it was not arranged in some way it would be very bad for my brother. I got my son to make a mortgage of a piece of land to secure the debt, and Merriam

was to come to Chicago to receive the deed.
The deed was drawn and executed by very
long but was never delivered because ~~Harrison~~
did not come for it as agreed.

H. M. Bass was not engaged in the grain busi-
ness at all after Jan'y 1857. He was off
throughout selling Patent rights, and was
not acting for Ransom or buying any
grain for him. He was never in the grain
business after Jan'y 1857.

Bass Cross Examined by Piff.

H. M. Bass did not return from the North-
west before he had been selling patent rights
until the spring in April. He was selling
Patent Rights for himself and Ransom.

Afterwards in the summer was in particu-
lar with Ransom in getting out and sel-
ling timber.

Reft. then called

P. A. Hoyer

was testified that he knew A. H. Hardin, that
he was residing in Chicago some years
ago. Hardin now lived in Iowa that said
Hardin did business at Chicago, and was
extensively known there in a pecuniary way
that he did not know his character in Chicago
except what he learned from testimony of
witnesses on trial of said Hardin at the
Reverend Court. That he knew his reputa-
tion for truth and veracity among his neigh-
bors at Iowa. It was bad.

On cross examination the witness stated that
he had seen probably five or six persons
living at Iowa speak of said Hardin's character

as told.

H. P. Bradley, testified that he was well acquainted with the reputation of S. H. Hardin for truth and veracity among his neighbors and in the community wherein resided, and also in Chicago. That he has known him a long time, and that his character for truth and veracity was very bad.

Dependant, then read in evidence Reposition of H. H. Bass, which is as follows.

The Reposition of Horatio H. Bass of the County of Alameda and State of California, a witness of lawful age, produced, sworn and submitted, upon his corporal oath on the 26th day of July in the year of our Lord One thousand eight hundred and fifty five, at the office of J. Neely Johnson Attorney and Counsellor at Law, in the City of Sacramento in the County of Sacramento State of California, appointed by me J. Neely Johnson a Commissioner duly appointed by a Judicial Publication or Commission issued out of the Clerk's office of the Court County Court of Common Pleas of Cook County in the State of Illinois, bearing Title in the name of Walter Kinball Esq. Clerk of the said Court of Common Pleas, with the seal of said Court of said Horatio and to me named as such Commissioner for the Examination of the said Horatio H. Bass, a witness in a certain suit and matter in controversy, now pending and undetermined in the said Court of Common Pleas, wherein Nathaniel

O. Karlops and Henry Karlops are Plaintiffs and
Emanuel Rawson is Defendant, in behalf of the
said defendant, as well upon the Cross interrog-
atories of the said Henry and Nathaniel H.
Karlops as in the interrogatories of the said
Emanuel Rawson which were attached to or
inclosed with the said Commission, and up-
on none others. The said Emanuel H. Rawson be-
ing first duly sworn by me as a witness in
the said Cause previous to the Commencement
of his Examination, to testify the truth as well
on the part of the Plaintiffs as the Defendant,
in relation to the matters in controversy be-
tween the said Plaintiffs and Defendant so far
as he should be interrogated, testified and
deposed as follows..

Interrogatory first.

What is your age, name,
occupation and residence, and are you ac-
quainted with the parties to the present action?

Answer to first Interrogatory

My age is 42 years, name, Horatio H. Rawson,
occupation a Miner, residence Pittsburg,
Amador County, California, and am acquainted
with the Defendant, have seen the Pffs. but am
not particularly acquainted with them.

Interrogatory second.

Said alleged sum in relation to a certain
draft drawn by you on E. Rawson Chicago
Ill. dated Nov. 28th 1880, or there may
right now payable to the Plaintiff. Who drew

said draft. who received the money for the same
what was due with the said money. State
full and particular.

Answer to Second Interrogatory.

I drew said draft referred to, and received
the money for the same, and the money was
gathered off by a man named James Cofflin
in Peoria Ill. at the Peoria House. I later
knew with the money drawn by said draft. I
was at the time of drawing said draft, at that
time for two days at Peoria Ill. Previously to
that time I was in the employ of Defendant
at Peoria Ill. and other points on the Illinois
Canal for the purpose of buying grain. My
engagements with Defendant, and employment
was exclusively confined to buying grain,
and was to receive for my services from Defen-
dant, a Commission of One (1) Cent per bushel.
Whilst in Defendants Employment as before stated
I had occasionally indulged in gaming at Peoria,
and lost a considerable amount of money. I then
became acquainted with Cofflin (before referred
to) who was a professional gambler, and he
induced me to go to Peoria, and he would pay
me some if I would stake him. I accepted
his offer so far as to go there and stake him,
saying that I then had on hand belonged to
Ransom (Def.) I first staked him first, and
then obtained some money by drawing 200th
drafts on the Defendant, which money he pro-
cured I staked him (Cofflin) with which was
all lost by gaming as aforesaid except the sum
of Five Hundred Dollars, drawn with one draft
which I sent to Chicago, with the exception of

the \$200 referred to: all the money received on the drafts drawn at Peoria was paid off by Cashlin, as before stated. The money on said drafts I got from the Plff. at Peoria on the recommendation of Thomas Ching of Peoria, and with business letters of Cashlin written me showing I had been in his (Cashlin's) employ as before stated. On reflection I will correct the statement made in the foregoing responses before as follows. I believe I drew one draft in favor of Thomas Ching of Peoria for \$200 — or thereabouts which was for wheat in store at Peoria, which I bought of said Ching for said Reason, but he refused to give me the wheat, & I don't know whether the draft has ever been paid or not. That draft was drawn about the same time of the others before referred to.

Interrogatory Third.

Were you authorized in any way by the said Plaintiff, to draw said drafts, and if yes, by whom and in what manner?

Answer to Third Interrogatory

I was authorized by defendant to draw drafts on defendant, for the purpose of buying grain at the places before mentioned, by first obtaining him and procuring his (Cashlin's) consent to do so. I was not authorized by defendant to draw said drafts drawn at Peoria, before referred to.

Interrogatory Fourth.

Had you any authority at the time said draft was drawn, to draw any drafts on the defendant, if so, what authority and when?

Volume did you obtain it?

Answer to Fourth Interrogatory
I had no authority at the time said draft was drawn, to show any drafts or ^{the} important kept as I have stated in answer to interrogatory third.

Interrogatory Fifth
State whether Defendant Ramsen ever received any consideration for either of said drafts, and if yes, what was it, and if not who did receive the consideration thereof.

Answer to Interrogatory Fifth
I know of no consideration the said Defendant Ramsen received for said drafts, or either of them, except the \$500 ~~or~~ before referred to, which I sent to my wife in Chicago, which amount I understood said Ramsen subsequently received, I received the balance of the consideration of said drafts and allowed it to be paid off as before stated.

Interrogatory Sixth
State what if any authority you have from said Ramsen to bind him in any way, and whether the same was in writing, and if you annex a copy of the said writing to your deposition if in your possession, and if not state what has become of the same.

Answer to Interrogatory Sixth
I have nothing from said Ramsen's defendant, to bind him any way in said transaction. My engagement and agreement I have before referred to. I had at one time a power of attorney or authority once given me by defendant, to see

ced to Aurora, and other points on Fox River
Illinois by my Corn for him defendant, this
was in N.Y. I have lost said paper or des-
troyed it, as the business it referred to was soon
completed. I have not seen it since my 2 months
after it was given out. Business letters or
letters relating to any of the business I was
employed by left to transact. I have not in my
possession. Suppose they are lost or destroyed
or may be in possession of my wife in
Chicago.

Interrogatory Seventh

If you say the paper last inquired of is lost,
give the contents thereof as nearly as you can.

Answer to Interrogatory Seventh

It has been so long since I saw it or had occa-
sion to read the paper or portion of any, that
I can not recollect its exact words. The substance
or purport of it was, "H. W. Prase is authorized
to purchase grain on my account which I
will pay for on delivery". Signed E. Rawson
this is as nearly the purport of it as I can recoll-
ect. I am positive the authority proceeded no
further than to authorize me to buy grain on
his (Rawson's) account.

Interrogatory Eighth

Said said paper give any authority to you
to draw drafts on said Rawson, or to sign
notes or other negotiable securities for said
said Rawson?

Answer to Interrogatory Eighth

Said paper did not give me authority to draw
drafts on said Rawson, neither to sign notes or other
negotiable securities for him said Rawson.

Interrogatory Ninth

Has the Defendant received any property to your knowledge on account of the draft sent for to his care? And if you state what it is and its amount and when and where received.

Answer to Interrogatory Ninth

Said Defendant has not to my knowledge received any property on account of the draft sent on in his care.

Interrogatory Tenth

Has any grain or other property purchased with the said drafts for said Ransom benefit? If yes, where, when and how much, and who received the same?

Answer to Tenth Interrogatory

No grain or other property was purchased with the said drafts given to Plffs. or with money received on said drafts for said Ransom benefit. I have before referred to the only transaction of grain or other property purchased by me for said Ransom, in the former part of my response to Interrogatory Second, as near as possible accurately as I can now state after this lapse of time.

Interrogatory Eleventh

State what if any letters you showed to the Plaintiff or either of them at the time you obtained the money on said draft from Plaintiff, and if you have any such letters since it became a deposition and if not state if the same is lost, and if so state the contents of said letter, and who wrote the said letter.

Answer to Interrogatory Eleventh

The letters I had then in my possession and

showed to the J. J. at the time I obtained the
money. more letters I had received at New and
other points on the Canal. which letters were
written by the defendant to me in relation to the
purchase of grain as before stated, and author-
izing me to draw on him, for particular &
Inquiries, in response to such notifications
I had previously given him. And as I have
before referred to the authority he gave me to draw
on him as will appear in answer to following
story therefore mentioned this (3) also letters
notifying me that he had sent me currency and
generally referring to the business I was engaged
to transact for him. None of those letters author-
ize me to draw on him (Bt) at Paris for
any sums, but related to business already
transacted. The letters rather serve to show
that I had been exactly engaged in business
of the character before stated, than that I was
not engaged. I have none of those letters
in my possession at present, neither have
I had in this State. They may be in posses-
sion of my wife in Chicago. The defendant
Rawson generally retained copies of business
letters, and possibly now has in his copy
book, copies of all the letters or papers before
given or sent me. I can't more accurately
state the contents of those letters.

Interrogatory 5th.

State any other matter or thing within your
knowledge of benefit to the defendant in this suit.

Answer to Interrogatory 5th.

Shew of any other matter or thing of benefit
to defendant in this suit, unless it is that defau-

and always refused to have anything to do with or recognize my action in the matter of the drafts in which the suit is brought.

Expose Interrogatories and answers thereto by the witness on the part of the Plaintiffs.

Interrogatory First.

State whether you have not drawn two drafts upon said defendants for five Hundred Dollars each in favor of said Plaintiffs a few days before you drew said drafts mentioned in deict interrogatories, and which was accepted and paid? And did you not at the time you drew said drafts or either of them, procure and show to said plaintiffs or either of them in the presence of R. W. Coffin, their Clerk a power of attorney or letter signed by said Ramsey, authorizing you to purchase grain for him and to draw on him for the purchase of grain? Declare specifically.

Answer to Interrogatory First

I know that I drew one draft for Five Hundred Dollars, which afterwards understood was paid, but at the time the account was drawn on which this suit arises, I did not know, neither had I been informed, it was paid, at the time the other were drawn. I have no recollection of a second draft being drawn for \$500. I am sure I did not know, neither did I, or either of them, inform me, neither any other person, before or at time of drawing drafts on which this suit arises. That any draft or

drafts previously drawn had been paid. I am quite sure the draft or drafts previously drawn by me had not been paid for. Whether paid or not, all the transactions with Defendants to the best of my recollection occurred within 2 or 3 days. I showed to Defendants or one of them in the presence of Thomas Cheney, letters as before stated in my direct examination, and no more or further. I have no recollection of any other person being present at the time said draft was drawn.

Interrogatory Second

X Had you not frequently, previous to the date of said draft on said defendant, purchased grain for said Racoon, and frequently drawn drafts on him to raise money to pay therefor which he had accepted and paid? and had you not drawn such drafts in favor of John L. Keates of New Alb.

Answer to Interrogatory Second

Answer. Affirmatively to each of the questions contained in the last preceding interrogatory.

Interrogatory Third

What did you inform said plaintiffs or their Clerk you wanted the money for when you presented to them said drafts and appeals for the money thereon? Had you not made an arrangement with me Cheney of Racoon to purchase grain and if so was not the money on said drafts obtained on the representation that it was wanted for such purposes? If not state what use you did inform said plaintiffs or their Clerk you wanted said money for.

Answer to Third Interrogatory.

The first draft or drafts, not the subject matter of this suit, on which I procured money from plaintiffs, I did state to plaintiffs or some of them I wanted the money to buy grain for export and I did buy from Cheney of Peoria. Some wheat in store at that place, about the time the first moneys were procured by me of drafts. The money which I procured on the draft the subject of this suit, being after I had been introduced by Cheney as the agent of the defendants to buy grain. I am quite confident the Rffs. or their Clerk acquired no information as to the use to be made of the money. Neither did I make any representations of that kind so well as I can now remembering I have no recollection of stating to plaintiffs or their Clerk or any of them that the money was required for any specific purpose, but simply, "I wanted to get more money on a draft to be drawn by me on Mr. Rainey" (the draft).

Interrogatory Fourth

How long at the time said draft was drawn had you been in the employ of said Rainey. What business had you been doing for him. State whether you were subsequently in the employ of said Rainey, and if so in what business and for how long a time.

Answer to Fourth Interrogatory.

I had been in draft's employ about three years, at first for about 4 months as a laborer in his warehouse in Chicago, afterwards purchasing wheat on the market of wagons for him some 2 or 3 months, and afterwards for about six

months buying grain on the river and canal
for him. Before this time wages by the day
and then the contract between Dept. and May-
self was entered into, of which I have before spoken
to buy one hundred or a hundred and fifty
thousand bushels of corn at Commission of
one (1) Cent per bushel. After these drafts
were drawn. (about three months after) jointly
on account we dealt in timber cattle and
swine, including patent rights. This continued
up to the fall of 1852.

Interrogatory Fifth.

State whether you did not after the drawing
of said draft convey or set over to said Racine
certain Real Estate or your interest therein,
and certain personal property for the purpose
of indemnifying said Racine against said
draft, if so state what real or what personal
property.

Answer to Interrogatory Fifth

I did not set over to said Racine (Dept) any
real or personal property or interest therein
after the drawing of said draft, or at any
time for the purpose of indemnifying him
against said draft. I had previously used
Amey of defendant Racine's in buying
property, and he had advanced money for
such purposes and the general business we
were engaged in. Also I had previous to
the Florida affair, gambled away a great
deal of money, whereby I had got in debt to Racine
a large amount, and to repay him the largest
draft I owed him. I sold and conveyed him
property to a considerable amount, yet not enough to

pay him what I owed him, and I am yet in debt to him on those transactions, I have not forgot to.

Interrogatory Sixth

State whether shortly after you drew said draft, you did not send by the Express Company Five Hundred Dollars, or some other amount of the money obtained on said draft to J. H. Gray of Chicago for your wife or some other and what purpose. Whether you did not give said Rawson and order on said Express Company for said money, and did not said Rawson obtain the same from said Express Company.

Answer to Interrogatory Sixth

About the time I drew said draft I did send the \$500. which I drew on the \$5000 draft, for my wife by Express (to the parties indicated or their case) and did not give said Rawson an order for the same. But believe he received it of my wife by my direction to reimburse or pay the \$5000 draft which I had previously drawn and before referred and I believe was paid. The part of the \$5000 so sent was money drawn on the draft for which sent is brought.

Interrogatory Seventh

Did you not give said Rawson an order on one O. E. Parulee of Peria for a large amount of said money obtained on said draft, and which, you alleged and intimate to said defendant, had been won of you by him at cards?

Answer to Interrogatory Seventh.

I have no recollection of ever giving an order to Rawson or said Parulee for any amount of

money, but told Pearson that Parmelee did
win about \$2000 of me, being money that
of parasites which I took with me when I left
Chicago.

Interrogatory Eighth

Have you not stated to various persons and at
various times, that the written authority from
said Pearson to you to do business for him, had
been thrown overboard from a steamer and
lost? and at other times the same had been
burned or otherwise destroyed?

Answer to Interrogatory Eighth

I have never as I recollect stated to any person
that such an instrument had been thrown
overboard from a steamer and lost.

I may have stated to Mr. Pearson (A.P.) that
the authority referred to by me in depositions
had been lost or destroyed, further
than that I have no recollection of stating any
thing about it to any person.

Interrogatory Ninth

Have you been written to by the defendant
or any one else in relation to what you could
testify in this case? if so by whom? and
under said letter or letters if in your control
and if not affix a copy thereof to your answer
to this interrogatory or give the substance thereof

Answer to Interrogatory Ninth

I have never been written to by defendant or
any other person in relation to what I could
testify to in this case. I have only been written
to that my testimony would be required in the
case and notified where the Commissioner was
and where he could be found, also that it

was important to have my testimony. I have not in my control any letters I have received on this subject as I deemed them of no importance and did not preserve them.

Interrogatory Tenth

Has the substance of either the direct or cross interrogatories been made known to you, or either of them except in the order in which they have been propounded to you by the Commission in this case. If so state when and how.

Answer to Interrogatory Tenth

Neither the substance of either the direct or cross interrogatories have been made known to me or either of them except in the order propounded to me by the Commission in this case.

Re-examination.

Direct Examination of H. M. Place second.

Direct Interrogatory Thirteenth.

State whether you had any authority from the said Rawson to draw either of the two drafts on him signed of in paid cross interrogatory and whether or not said two drafts were drawn by you at or about the same time with the one held on this suit, and did you at the time of drawing said drafts for \$1000, send on the suit or of the account thereof by the plaintiff have any knowledge as to the fate of the said two drafts signed of.

Answer to Direct Interrogatory Thirteenth

I had no authority from said Rawson to draw any drafts by me drawn in Paris on him. Said drafts (if there were two drawn) were drawn about the same time with the one, subject of

this suit. For I have conceived the whole trans-
action at the time this draft was drawn or dis-
counted as I have before stated. I had no
recollection of the fate of the other.

Direct Interrogatory Trunkhach

If in answer to the third Cross Interrogatory
you say you have not known any drafts for
said Rawson previously to those inquired of
state when you drew such drafts - and in whose
favor and by what if any authority, and
when such authority was obtained.

Answer to Direct Interrogatory Trunkhach

I cannot discover there is any matter contained
in this Interrogatory which is not fully stated
in the previous answer to the direct and cross
interrogatories. I have stated my recollection
of all the matters pertinent to these several ques-
tions. hereinbefore - as fully as I now can recol-
lect them.

Direct Interrogatory Dipeuch

Has the money referred to in your answer to
the 6th Cross Interrogatory. (if you say any
such money was sent) obtained by you from the
discount of the drafts sent on in this suit,
or from some other source and if so what
source, and do you of your own knowledge
know anything as to what became of the said
money after it left your possession?

Answer to Direct Interrogatory Dipeuch

As I have before stated, no part of such money
as that was procured by the drafts or by discount-
ing the same, sent on in this suit, but received
by me on the first draft drawn by me for \$5000

of which I have spoken - of my own knowledge I do not know anything as to what became of the money after it left my possession. I directed it to my wife, to the care of parties before named Safe Storage, and my wife informed me, that she gave it to Mr. Rawson for the purposes I have before stated.

Horatio N. Pace.

J. F. Neely Johnson of the County of Sacramento, State of California, a Commissioner duly appointed to take the deposition of the said Horatio N. Pace a witness whose name is subscribed to the foregoing deposition, do hereby certify that previous to the commencement of the examination of the said Pace as a witness in the suit between the said Nathaniel B. & Mary Earle and the said Erastus Rawson defendants, he was duly sworn by me as such Commissioner, to testify to the truth in relation to the matters in controversy between the said Nathaniel B. Earle and Mary Earle's plaintiffs, and Erastus Rawson defendants, as far as he should be interrogated concerning the same. That the said deposition was taken at my office in the City of Sacramento, in the County of Sacramento and State of California on the 26th day of July A.D. 1882. And that after said deposition was taken by me as aforesaid, the interrogatories made him answers thereto, as written down were read over to said witness: And that thereupon the same was signed and sworn to by the said deponent Horatio N. Pace, before me, the oath being administered by me J. Neely Johnson, as such Commissioner at the place

and on the day and year last aforesaid.
 J. M. Johnson
 Commissioner

Defendants Counsel then introduced in evidence the following statements of account between Reft. and J. H. Hardin.

Dr. J. H. Hardin. in a/c with C. Rawson

1852			Exp		\$	cts
Nov	25	Dr Cash advance on Corn Contract	x	271	25 78	251 -
Dec	5	" " " to J. H. Redger in do.	"	261	25 17	259 -
"	17	" " " for 1/2 cts Drft to Doug. Brown	x	249	9 70	140 -
"	18	" " " for 1/2 cts Drft to J. Redger	x	265	24 60	258 -
"	21	" " " on a/c Corn Contract	x	215	27 90	200 -
Jan	5	" " " for 1/2 cts Drft to J. H. Redger	x	272	16 70	181 20
"	18	" " " for Express advance on Corn	x	221	26 75	200 -
"	22	" " " for 1/2 cts Drft to R. H. Thomas	x	218	18 57	125 -
"	"	" " " for 1/2 cts Drft to Taylor	x	"	15 25	111 24
Feb	1	" " " for " Order of J. D. Lyon	x	204	1 46	17 25
"	4	" " " for Express	x	200	25 00	200 -
"	18	" " " for 1/2 cts Drft to Henry Conner	x	244	19 54	259 30
"	17	" " " " Drft to McMillen	x	207	31 89	400 -
"	25	" " " for Express	x	274	31 -	240 -
March	11	" " " for 1/2 cts Drft to McMillen	x	205	37 17	506 -
"	26	" " " for 1/2 cts Drft to J. H. Redger	x	264	7 25	105 -
"	"	" " " for 1/2 cts Drft to J. H. Redger	x	"	1 01	21 72
"	"	" " " for 1/2 cts Drft to J. H. Redger	x	"	20 85	200 -
"	"	" " " for 1/2 cts Drft to J. H. Redger	x	"	11	50
"	27	" " " for 1/2 cts Drft to J. H. Redger	x	247	69 17	1000 -
April	4	" " " " " " " "	x	241	20 09	200 -
May	12	" " " " " " " "	x	202	40 5	80 -
"	"	" " " " " " " "	x	"	5 29	105 -

82									
"	19	"	Cash for 1/2 of J. Biddle	x	196	10	51	200	"
"	21	"	1/2 freight on 1000 lbs. to Cambridge	x	100		66	12	36
June	6	"	Cash for Capt. Biddle	x	178	3	95	80	"
"	14	"	1000 lbs. to New York	x	170		4	13	85 17
"	"	"	Cash for Boat Mch. Lease	x	"		2	77	80
"	20	"	1000 lbs. freight on 1000 lbs. to New York	x	100		2	89	63 41
"	"	"	1000 lbs. freight on 1000 lbs. to New York	x	"		71	74	1575
"	25	"	1000 lbs. freight on 1000 lbs. to New York	x	100		2	90	66 85
June	30	"	1000 lbs. freight on 1000 lbs. to New York	x	100		1	28	32
			Amount forward	d	"		565	13	795 07

Dr. J. H. Nardin in a/c. 2/27 C. Nardin
 To Amount forward 565 13 795 17

July	14	"	Cash for 1/2 of J. Biddle	x	140	7	79	200	"
"	18	"	1000 lbs. to New York	x	136		2	78	100
Aug	6	"	1000 lbs. to New York	x	122		2	71	80
"	18	"	1000 lbs. to New York	x	100		2	21	80
Sept	2	"	1000 lbs. to New York	x	89			24	10
"	5	"	1000 lbs. to New York	x	86			167	70
"	22	"	1000 lbs. freight on 1000 lbs. to New York	x	69			48	22 40
Oct	6	"	1000 lbs. freight on 1000 lbs. to New York	x	58			2 60	170
"	9	"	1000 lbs. to New York	x	52			48	30
"	"	"	1000 lbs. to New York	x	"			2 61	250
"	"	"	1000 lbs. to New York	x	"			4 33	200
"	13	"	1000 lbs. to New York	x	48			67	50
"	14	"	1000 lbs. to New York	x	47			2 44	157
"	24	"	1000 lbs. to New York	x	27			1 39	126
"	28	"	1000 lbs. to New York	x	33			78	80
Nov	4	"	1000 lbs. to New York	x	26			81	100
"	7	"	1000 lbs. to New York	x	23			96	150 07
"	8	"	1000 lbs. to New York	x	22			51	100
			Amount forward	d	"		601	94	999 57

1861

Rich. E. Rawson

Kn

			Days			
March	26	By 187 th Ben Conn	22 ^h x	249	2 71	23 19
"	"	" 187 th " Ear do. } Leach	" x "	"	16 60	239 91
"	"	" 189 th " Spring Wheat (187 th)	21 ^h x	11	18 10	109 50
May	18	" 203 th Ben Conn in bed 1000	22 ^h x	201	4 36	77 96
"	"	" 148 th " Ear do. } Leach	" x "	"	28 91	517 91
"	21	" 181 th " do do. for Oldfield	" x	193	5 26	91 13
June	5	" 1821 " do do. } Leach	" x	178	23 92	411 72
"	"	" 117 th " do do. } Leach	" x "	"	1 86	57 09
"	18	" 1822 " Ear do. for Leach	" x	189	22 85	487 04
"	21	" 1823 " do do. for Leach	" x	165	26 86	495 76
"	24	" East of River out, 1823, half bushels in 1823	189	15 41	268 97	
"	25	" 1817 Ben Conn for Oldfield	22 ^h x	157	24 11	509 53
July	1	" 1818 th " do do. for Leach	" x	152	14 38	341 15
"	9	" forwards date of 45 th Ben Conn for County	1000	34	5 41	
"	18	" 1820 th Ben Conn for Leach	22 ^h x	125	19 44	518 16
"	"	" 1819 th " Spring Wheat @ 45 th for Leach	" x	9 58	252 26	
Aug	5	" 1821 th Ben Conn	22 ^h x	117	5 47	185 38
"	"	" 1821 th " Ear do. } Leach	" x	107	3 40	165 15
"	18	" 1821 th " do do. } Leach	" x	107	7 98	265 97
"	"	" 1822 th " Ear do. } Leach	" x	"	2 31	77 72
"	16	" forwards date 1824 th Ben Conn for Leach	116	5 37	263 54	
"	22	" 1825 th Ben Conn	22 ^h x	100	11 34	403 46
"	"	" 1821 th " Ear do. } Leach	" x	"	1 16	362 15
Sept	22	" 1822 th Ben Conn for Leach	" x	"	"	"
"	"	" 269 th " Ear do. } Leach	22 ^h x	69	9 11	417 17
"	"	" 1823 th " do do. for Ben Conn	" x	"	2 43	179 28
Oct	7	" 950 th " do do. } Leach	" x	54	4 57	365 09
"	"	" 781 th " do do. } Leach	" x	"	2 74	250 20
"	"	" Freight on 1000 " Barley	" x	"	21	14 78
Aug	26	" 1890 th Ben Conn for Cambridgeport	22 ^h x	295	19 75	753 01
			125 th Ben	201 15	109 34	

D. H. Hardin - Cont. of. in apt with E. Hanson Cr.

1887

April	10	By Cash paid J. B. Hanson for 8000 lbs. Corn	
"	19	" do " do " do " do	
May	13	" 2282 ⁰⁰ lbs. Corn for Boat Rio Grande	X
"	16	" 3124 ⁰⁰ " do " do " do	X
"	21	" 2087 ⁰⁰ " do " do " do	X
"	"	" 2045 " do " do " do	X
"	"	" 1590 " do " do " do	X
June	5	" 4188 ⁰⁰ " Corn " do " do	X
"	"	" 2001 ⁰⁰ " do " do " do	X
"	18	" 2300 " do " do " do	X
"	"	" 2218 ⁰⁰ " do " do " do	X
"	14	" 2311 ⁰⁰ " do " do " do	X
"	18	" 2678 ⁰⁰ " do " do " do	X
"	23	" 3121 ⁰⁰ lbs 47 ⁰⁰ lbs Corn for Boat Rio Grande	X
July	8	" 2441 ⁰⁰ lbs Corn for Boat Cambridge City	635 16
"	"	" 1417 ⁰⁰ " Corn " do " do	X
"	8	" 2325 ⁰⁰ " do " do " do	X
"	"	" Cash for on apt freight	X 25 00
"	16	" 965 ⁰⁰ lbs Corn for Boat Rio Grande	X
"	"	" 2426 ⁰⁰ " do " do " do	X
"	"	" 285 ⁰⁰ " do " do " do	X
"	21	" 1754 ⁰⁰ " Corn " do " do	X
"	"	" 240 ⁰⁰ " do " do " do	X
"	"	" 639 ⁰⁰ " do " do " do	X
"	26	" 823 ⁰⁰ " do " do " do	X
"	"	" 2772 ⁰⁰ " do " do " do	X
"	30	" 3448 " do " do " do	X
Aug	5	" 477 ⁰⁰ " do " do " do	X 125 00
"	9	" 2640 " do " do " do	X
"	25	" 1981 ⁰⁰ " do " do " do	X
"	"	" Cash for on apt freight.	X 20 00

1887
17

1851		By Boat, for		
Aug	21	2304 ²²	for Corn per Boat Rio Grande	x
"	"	"	Cash advanced on freight	x
Sept	8	275	for Corn per Boat Gallegos	x
"	22	1192	" Corn do " " Las Vegas	x
"	"	563 ²⁴	" Corn " " do.	x
"	26	2223 ²⁴	" do " " Ontario	x
"	"	101 ²⁶	" do damaged 2 ²⁸	do. x
"	29	2605 ²⁴	" do per " Mendocino	x
Oct	1	1166 ²⁷	" do " " Tempest	x
"	"	913 ^{1/2}	" Corn do " " do.	x
"	7	117 ³²	" Barley	x
"	"	883 ³²	" Oats	x
"	25	1329 ³⁵	" Corn per Boat Leach	x
"	"	1059 ³²	" Corn do. " " do.	x
"	"	1681 ³⁶	" Wheat do. " " Young Prairie	x
"	"	225	" Corn do. " " do.	x
"	"	"	Cash for Young Prairie	x
Nov.	4	1090 ³²	for Corn " " Tempest	x
"	8	656	" Corn " " Cambridge	x
"	"	1044	" Corn do " " do.	x
"	15	935 ³⁹	" Wheat do. " " Leach	x
"	"	522	" New Corn do " " do.	1250
"	"	261 ³⁹	" Oats " " do. 1-18	6876
"	22	1242 ⁴⁰	" Corn at Bristol	x 24
		1416 ⁴²	" Corn from 25. Instruments Bureau	27 24

86	Dr.	D. H. Hardin in ac with E. Pearson				
	April	15	to Cash p'd up Aft to J. D. Hammond	x	1000	0
	"	"	" " " " " " " " " " " "	x	675	0
	"	"	" " " " " " " " " " " "	x	200	0
	"	19	" " " " " " " " " " " "	x	3100	0
	"	"	" " " " " " " " " " " " J. L. Coates	x	75	0
	"	22	" Cash per Express	x	2000	0
	"	23	" " " " " " " " " " " " Taylor & Coffin	x	400	0
	"	"	" " " " " " " " " " " " J. O. Taylor	x	115	07
	"	28	" " " " " " " " " " " " E. Pearson	x	200	0
May	3	"	" " " " " " " " " " " " Cash per Express	x	1500	0
"	10	"	" " " " " " " " " " " " " "	x	1000	0
"	13	"	" " " " " " " " " " " " " " Taylor & Coffin	x	200	0
"	24	"	" " " " " " " " " " " " " " Cash per Express	x	2000	0
"	31	"	" " " " " " " " " " " " " " Aft to J. A. McMillen	x	600	0
June	5	"	" " " " " " " " " " " " " " J. D. Hammond	x	500	0
"	6	"	" " " " " " " " " " " " " " McMillen	x	400	0
"	"	"	" " " " " " " " " " " " " " E. P. Hoag	x	100	0
"	13	"	" " " " " " " " " " " " " " McMillen	x	400	0
"	17	"	" " " " " " " " " " " " " " Session	x	100	0
"	21	"	" " " " " " " " " " " " " " J. L. Coates & Co.	x	200	0
"	24	"	" Cash per Express	x	200	0
"	30	"	" " " " " " " " " " " " " " Aft to J. A. McMillen	x	400	0
July	3	"	" " " " " " " " " " " " " " Taylor & Coffin	x	572	50
"	3	"	" " " " " " " " " " " " " " J. Shivers	x	200	0
"	4	"	" " " " " " " " " " " " " " Taylor & Coffin	x	220	0
"	"	"	" " " " " " " " " " " " " " " "	x	300	0
"	5	"	" " " " " " " " " " " " " " J. L. Coates	x	200	0
"	7	"	" " " " " " " " " " " " " " " "	x	400	0
"	8	"	" " " " " " " " " " " " " " Cash per Express	x	400	0
"	14	"	" " " " " " " " " " " " " " Aft to McMillen	x	215	00
"	14	"	" " " " " " " " " " " " " " J. D. Hammond	x	172	57
"	21	"	" Cash p'd J. D. Hammond for cash paid by him to Walter ^{to J. D. H.}	x	251	65
And found					12096	29

1857		Dr				
		To Crut forward				20096 29
July	21	Cash paid to	Dr	J. L. Crute & Co.	X	250 00
"	22	" do	"	" do	"	100 00
"	24	" do	"	" do	"	400 00
"	25	" do	"	" do	"	119 50
"	"	" do	"	" do	"	44 90
"	27	" do	"	" do	"	100 00
"	28	" do	"	" do	"	215 50
"	"	" do	"	" do	"	600 00
"	"	" do	"	" do	"	200 00
Aug	21	" do	"	" do	"	160 00
"	25	" do	"	" do	"	220 00
"	26	" do	"	" do	"	220 00
"	"	" do	"	" do	"	228 50
"	29	" do	"	" do	"	200 00
Sept	12	" do	"	" do	"	429 40
"	15	" do	"	" do	"	200 00
"	22	" do	"	" do	"	100 00
"	"	" do	"	" do	"	200 00
"	"	" do	"	" do	"	100 00
"	"	" do	"	" do	"	200 00
"	24	" do	"	" do	"	97 22
"	25	" do	"	" do	"	260 50
"	27	" do	"	" do	"	150 00
"	"	" do	"	" do	"	200 00
"	29	" do	"	" do	"	441 50
"	30	" do	"	" do	"	200 00
Oct	21	" do	"	" do	"	222 00
Sept	16	" do	"	" do	"	166 00
"	16	" do	"	" do	"	200 00
						26666 29

1851

E. Racoon (for up line produce) and H. Martin

May 13	3282 52	Per Com for his house			
	3284 26	" " " Prairie Bird			
	2645 45	" " " John Brown			
	706 45	" " " Batavia			
June 10	2300	" " " of Fiden			2100
	700	" " " of Fiden			
	18 2000	" " " of John Brown			1800
	14 1811 26	" " " of John Brown			1800
July 31	3448	" " " of Fiden			2000
July 18	2772 05	" " " of Fiden			2000
May 21	2007 01	" " " of Fiden			2000
"	1898 00	" " " of Fiden			2000
June 5	4188 27	" " " of Fiden			2000
"	2401 20	" " " of Fiden			2000
"	1571 47	" " " of Fiden			2000
"	678 46	" " " of Fiden			2000
"	1953 26	" " " of Fiden			2000
"	261 21	" " " of Fiden			2000
July 6	2407 ¹²	Per Com for Cambridge Taylor & Sherman			2000
"	1407 22	" " " Cambridge Thompson			2000
"	2325 01	" " " Cambridge Thompson			2000
		Cash for freight			2000
"	965 40	Per Com for Rochester			2000
"	2426 37	" " " Rochester			2000
"	835 24	" " " Rochester			2000
"	2109 48	" " " Rochester			2000
"	609 07	" " " Rochester			2000
"	840 54	" " " Rochester			2000
Aug 5	477 ¹²	Per Com 22 ¹² of freight			2000
"	2500	Per Com for Rochester			2000
"	1981 20	" " " Rochester			2000
"		Cash advanced Sacramento			2000
"		Cash " " Rochester			2000

Aug 25	1869	25	Rice land	Rice land	Less before	20	916 53
"	"	"	"	"	Cash advanced on freight Rice land	22	"
Sept 2	875	"	"	"	J. S. Spring	21	271 25
"	1192	25	"	"	Kangas	29	245 72
"	568	24	"	"	Dr.	20	164 18
"	26	268	20	"	"	29	669 32
"	29	1218	20	"	"	29	257 21
"	"	1894	16	"	"	21	422 23
							6456431
Feb	1868	21			for'd		2128642
							2128642
Oct 1	1106	07	Rice land	Rice land	Starpest	28	509 75
"	913	25	"	"	"	28	252 78
"	7		117 th	Rice land	Leach	28	20 50
"	"		213 th	"	Dr.		22 29
"	25	1229	25	Rice land	Leach	21	412 15
"	"	1059	20	"	"	29	307 10
"	"	1631	18	"	"	21	210 70
		225	"	"	"	29	9025
					Cash for Young Prince		4000
Nov 4	1090	28	"	"	Starpest	21	315 45
"	8	628	"	"	Cambridge	21	196 80
"	1044	"	"	"	"	29	202 76
"	18	938	17	"	Leach	20	280 23
"	"	123	"	"	"	25	8095
					261 th	19	61 71
"	24		174 th	"	at Bristol	20	57 54
Jan 31	1416	27	Rice land	Rice land	for Sacramento	29	410 85
"	36				Cash for Boat Oldfellow		400
	75395	5	Freight on 105 th	Rice land	Leach	21	22 97
	"	1187 th	"	"	"	"	12 07
	"	915 th	"	"	"	"	27 44
					Paid Telegraph & Telegrams 10 days		19 60
					Rice D. Travel Hill Storage at Santa Barbara		42 33
					"		1800

		Paid Towing Boat hired July 4. Heavy up & down	18.00	
		" Coal 44 to Base June 1887	26.00	
		" Freight 220 lbs for Wheat from J. H. Co. 5'	21.33	
Dec	15	" 800 lbs Shell & Corn oil 26	20.00	242.74 01
		" 800 " Gas Coal 19	15.20	360.00
"	"	" Expenses of 174.91 service in purchasing & shipping Coal for the year 1887/1888.	0	350.00
				<u>\$259.94 01</u>

1891	J. H. Martin (Cash & Co.) To C. Ransom	\$10.
Apr 16	To Taylor Lft to J. B. Harmon	5000 "
"	" " " " " " Do.	475 "
"	" " " " " " J. L. Kratoch & Co.	75 "
"	" " " " " " McMillan	500 "
"	19 " " " " " " J. B. Harmon	3100 "
"	22 " " " " " " Express	2000 "
"	25 " " " " " " Taylor & Coffey	400 "
"	" " " " " " J. O. Taylor	165 07
"	28 " " " " " " Cash of C. Ransom	200 "
May 3	" " " " " " per Express	1500 "
"	10 " " " " " " Do	1000 "
"	13 " " " " " " i per Lft to Ferry	200 "
"	20 " " " " " " per Express	2000 "
"	31 " " " " " " Lft to McMillan	600 "
June 5	" " " " " " J. B. Harmon	500 "
"	6 " " " " " " Cash per Express 500.	500 "
"	" " " " " " K. T. May	100 "
"	13 " " " " " " McMillan	400 "
"	19 " " " " " " Saffron	100 "
"	21 " " " " " " J. L. Kratoch & Co.	500 "
"	24 " " " " " " Cash by Express	500 "
"	30 " " " " " " Lft McMillan	100 "
July 3	" " " " " " Taylor & Coffey, rate	272 50
"	" " " " " " J. Stevens	200 "
"	" " " " " " Taylor & Coffey	550 "
"	" " " " " " Do.	300 "
"	5 " " " " " " J. L. Kratoch & Co.	300 "
"	7 " " " " " " Taylor & Coffey	400 "
"	8 " " " " " " Cash per Express	400 "
"	14 " " " " " " Lft to A. Gilbert	565 "
"	" " " " " " J. B. Harmon	172 27
"	21 " " " " " " J. Hancock (Cal. Butter)	231 65
"	" " " " " " J. L. Kratoch & Co. Lft 2 1/2 days	290 95

92

July	21	To	Gr	draft to Merch. Co.		100	a
"	24	"	"	"	"	Taylor & Coffin	480 a
"	25	"	"	"	"	J. L. Covate & Co.	119 55
"	29	"	"	"	"	Taylor & Coffin	100 a
"	30	"	"	"	"	J. L. Covate	215 85
"	"	"	"	"	"	Taylor & Coffin	600 a
"	"	"	"	"	"	Do.	200 a
Aug	21	"	"	"	"	Do.	160 a
"	25	"	"	"	"	Linsley & Co.	225 a
						Freight	225 15 97
Aug	26	"	pts	of	draft to Roberts		32 a
"	"	"	"	"	"	Warner	257 35
"	29	"	"	"	"	Wells Lawrence & Co.	300 a
Sept	12	"	"	"	"	S. H. Busch & Co.	429 41
"	15	"	"	"	"	Do.	200 a
"	22	"	"	"	"	Remondelli	100 a
"	"	"	"	"	"	J. L. Taylor	300 a
"	"	"	"	"	"	Do.	100 a
"	"	"	"	"	"	J. L. Covate	200 a
"	24	"	"	"	"	W. H. Higgins	97 22
"	25	"	"	"	"	C. D. Harris	266 88
"	27	"	"	"	"	McMillan	150 a
"	"	"	"	"	"	S. L. Taylor	200 a
"	29	"	"	"	"	Twiss & Skinkle & Co.	140 16
"	30	"	"	"	"	McMillan	200 a
Oct	2	"	"	"	"	Do.	252 a
Sept	16	"	"	"	"	Do.	266 a
"	18	"	"	"	"	Taylor & Coffin	200 a
						— Brs —	266 66 49
Dec	16	By	account	for	corn &c. this day settled		2598 4 08
						— Brs —	652 41
June	5	To	cash	for	Express cashed in settlement		500 a
							1152 41

The foregoing is all the evidence which was of
proof in said case. The Court then gave the
following instructions to the jury on the part of
the plaintiff, to the giving of which the deft.
excepted.

"If the jury shall believe from the evidence that
Rue presented to Kurtiss & Co. a letter or written
authority from Rawson, authorizing Rue to
draw drafts on Rawson, and on the faith of
such authority Kurtiss & Co. discounted the draft
of Rue on the defendant, then Rawson was
bound to accept and pay said draft, and the
plaintiff is entitled to receive the amt of said
draft and interest at six per cent to the pres-
ent time, from the time of presentation of the
draft.

If the jury shall believe from the evidence
that Rue had, been allowed by Rawson previous
and down to the date or near the date of the draft
in question, to draw drafts on him as his agent
and for his use, for grain or to procure money
to be used for that purpose, and that Rawson
had accepted and paid the same, that is
evidence from which the public might, and
the jury may imply a general authority to draw
such drafts.

If the jury shall believe from the evidence
that Rawson had given Rue authority to draw
drafts, and he had been in the habit of drawing
such drafts in favor of Koels, Smith and others
to raise money or buy grain for Rawson,
and for his agent, and such drafts had been
paid by Rawson then unless Kurtiss & Co. knew

that such authority had been withdrawn. These are facts from which the jury may infer authority to draw the draft in question. And if they do so infer the plaintiff is entitled to recover.

If the jury shall believe from the evidence that Bass had been and was in the habit of drawing drafts on Rawson as his agent and for his use to buy grain or raise money by discounts therefor in favor of Crato, Smith or others, which Rawson paid, these are facts from which a general agency & authority to draw drafts & raise money or buy grain might be inferred, and though the agent may have misapplied the funds and intended to do so at the time he drew such draft, such misapplication or intended misapplication will not discharge the person on whom such draft was drawn, unless the person discounting it knew of such intention at the time he discounted the same.

The defendant then asked the Court to give the following Instructions, which the Court refused to do.

"If the jury believe from the evidence that the defendant Rawson gave to Bass a written authority to make contracts for grain for him and that said Bass was acting under written authority when he drew said draft, and that said written authority gave Bass no power to draw drafts on Rawson, then such written authority was the limit of Bass' power to act for Rawson, and constituted him a

Special agent for the purpose specified, and the plaintiff in dealing with him was bound to take notice of such written authority, and no act of Pease not authorized thereby would bind Rawson; and that if in such case Pease drew the drafts on Rawson without authority which Rawson accepted, such acceptance would not enlarge the power of said Pease or give him any authority to draw further drafts or to make Rawson responsible upon any further drafts, unless a practice or custom by Rawson to accept drafts, so drawn of such a nature or frequency were proven as would justify the plaintiff in regarding Pease as the authorized agent of Rawson for drawing such drafts; and if no such custom or habit has been proven then the law is for the defendant.

For the refusal of the Court to give which said instructions and each of them, the deft. then and there excepted.

The defts then requested the Court that it allow the depositions of S. M. Persing, J. L. Coates, H. G. Bogel and S. J. Smith portions of which had been excluded to be taken by the jury in their room on retiring.

But the Court allowed the said depositions to be taken by the jury. To which decision of the Court, allowing the jury to take said depositions with them to their room on retiring, the defts counsel excepted.

The defendants counsel then moved the Court to withhold from the inspection and possession of the jury the portions of said

Depositions which had been excluded by the Court, which the Court refused to do, but allowed the jury to take said depositions with the portions retained marked in pencil by the Court.

To which decision of the Court allowing said excluded parts of said depositions to go into the possession of the jury, the depts. excepted.

The depts. counsel then moved the Court to detach from the deposition of S. M. Austin, and withdraw from the inspection of the jury the letters and agreement, which had been excluded by the Court, which the Court refused to do, to which refusal of Court the depts. excepted.

The jury thereupon returned a verdict for the plaintiffs as follows.

Chicago, June 3rd. 1859
 We the jury find in favor of the plaintiffs
 for Fifteen Thousand Dollars \$15,000.00
 and interest on the same amounting to \$782.50
 \$15,782.50.

The defendant thereupon filed his motion for a new trial, which is as follows.

Ransom
 do
 Earliest & Earliest

The defendant files the following grounds of motion for new trial.

1st Newly discovered evidence, Affidavit of Seth M. Harding.

2nd The Court went in giving out refusing instructions.

3rd The Court went in allowing evidence and documents excluded to go to the jury.

4th Court rec'd incompetent and excluded competent evidence, and for other reasons.

Arnold Larned Lay
for Deft.

The Defendant also filed the affidavits of S. H. Hardin and E. Rawson in support of said motion, which are as follows.

Court of Common Pleas.

Erastus Rawson,
as

Plaintiff vs. Erastus Rawson,

Cook County Ill. Seth H. Hardin being sworn deposes that his deposition was taken in his case and is marked filed Nov. 5. 1856. That said deposition was taken at Peru in October 1856. and purports to be taken before Patrick M. Kilduff as justice of the Peace, but that he has no recollection whether he was or was not present at the time. That the deposition was written by Mr. Rawson who acted as atty for plaintiff's party appearing for defendant. That he has no recollection of its being read over to him, nor did his deponent read it over himself. and from the fact that it contains several erroneous statements, which his deponent never intended to

some he, he does not believe it was sent over to him. He was hastily examined, without having time to refresh his recollection, and he afterwards on reading over said deposition, that it contains several errors and mistakes. This deponent states that he never intended to swear, for such was not the fact, that there drew a draft on Racason for \$500. in favor of Day & Brother, in payment of wheat purchased of Day & Brother, but said payment was never sent to this deponent, by Racason, and which deponent paid to Day & Brother himself.

That the sum of \$1000 said to have been advanced by Casey to this deponent, in said deposition. This deponent meant to state was money sent by Racason to this deponent, by the hand of Ward in packages, and addressed to this deponent.

This deponent has seen his letter addressed to Mr. Racason dated Jan'y 4. 1851. in which this deponent speaks of Place having been gone about two weeks, which satisfies this deponent he was incorrect in stating in answer to 5th Interrogatory that Place purchased a large quantity of wheat of Day and Brother in Spring of 1851, as this deponent has never seen since Place since the date of his letter to Racason's of Jan'y 4th. 1851.

I have no knowledge of Racason ever authorizing Place to draw drafts on Racason and he never did draw any to my knowledge all I know on subject was from Place's statements & I intended to testify. I have no knowledge

of Place buying wheat and Corn for Ramsom
except from Place's statements. Place did not
buy any grain for Ramsom to my knowledge
at Port of Columbus, except from Place's state-
ments as to what he had been doing. That the
lot bought of Day Brothers was paid for by me.

This defendant states, his answer to 5th
Interrogatory does not correctly state what he
intended to swear to. He intended to state in
respect to those matters, of purchasing grain
by Place and drawing drafts, merely what
Place had said to me on the subject. and
not anything by Ramsom.

This defendant states that on reading over
said deposition he is satisfied that it sets
forth erroneously his statements, to the prejudice
of Mr. Ramsom, and makes him say many
things which he never intended to testify
to.

S. W. Hardin

Sworn to before me this

30th day of June 1857

W. Kimball, C. C.

Court Co. Court of Common Pleas.

Exhibit Ramsom

and

Carriage Receipts

Court County, sd. Ex parte Ramsom being
sworn says that the depositions of S. W. Hardin
and S. J. Smith and John S. Coates were taken
without his knowledge, and that he had no
opportunity to cross examine the same.
That he believes substantial justice requires

that he should have a new trial. That he did not know until today of any means of establishing the facts disclosed by the affidavit of Seth H. Hardin. That he accidentally heard of the fact stated in Hardin's affidavit by rumormongering in the streets of Chicago, and asking his clerk to examine his deposition, when he stated that it contained many erroneous statements, and such as he never intended to make.

C. Rawson

Subscribed & sworn to before

me Chas. A. Gregory Notary Public, this 30th day of June A.D. 1857.

The plffs also filed a Counter affidavit of Amos D. Merriam, as follows.

Nathaniel D. Knapp &
Henry Knapp Jr } Court Rm. Court
as } afternoon Tues.
Counsel Rawson

Amos D. Merriam

being first duly sworn deposes and says that he is one of the attorneys of plaintiffs, but deponent attended at the taking of the deposition of Seth Hardin on the 18th day of October A.D. 1856. That deponent saw Mr. Hardin on the 18th day of October, and informed said Hardin that he wished to take said deposition on the following day in said suit, in the course of which conversation said Hardin said he had numerous letters from Mr. Rawson, which letters he said he would look up, and produce in his examination, which letters.

he did produce, and are attached to his deposition.

Deponent further says that the deposition was taken, by Benj. M. Kelduff a Justice of the Peace of Lasalle County. That Deponent has this day read the said deposition of said Hardin, and also the affidavit of said Hardin filed in this County, and can state positively and does state that the said deposition was written by said Kelduff. That the caption of said deposition and the interrogatories are in the handwriting of Deponent; but the answers made of the said answers are in the handwriting of said Kelduff. Deponent further states that he said deposition was according to the best of Deponent's recollection, carefully read to said witnesses before his signature thereto and that he stated that it was correct.

Subscribed and sworn to before me A. L. Morrison,
this 16th day of July A.D. 1857

John H. Kimball Clk.

Which motion for new trial the Court overruled, and left intact and pruned their appeal to the Supreme Court.

Whereupon this Bill of Exceptions is signed & sealed

August 12th 1857

John M. Wilson.

State of Illinois
County of Cook

J. Walter Kimball Clerk
of the Cook County Court of Common Pleas

right and for said County. He hereby certifies
that the foregoing is a full and true transcript
of the papers on file in my office and the
proceedings entered of Record in said Court
in the case wherein. Nathaniel W. Kearsage
and Henry C. Smith vs. are Plaintiffs and
Charles Ramsden is Defendant.



I, John W. Kearsage, Sheriff of said County,
do hereby certify my name and office
the Seal of said Court at Chicago
in said County this Eighth day
of April A.D. 1853

Am. E. Co., Cambridge
A. A. Curtis & Co.
No. 239
Curtis Row

Long 1/4
Hemp 1/4

W. L. & Co. 1/4
L. L. & Co. 1/4
G. L. & Co. 1/4

Long 1/4 \$32.50

Curtis Curtis
and
Ransom

I The point made by the appellant is that the British below was contrary to the evidence. Quinlan properly made him from the master that it was not made in the British below but, so soon can be assigned on a point on which the court below was never called to pass upon.

2 He relies the in violation of the practice rule requiring the party necessary for a new trial to file his reasons. My state is as clear that he is bound and cannot assign any new ones in the court below. It would be unjust to the Court & the party, to bring before a point for a new trial that he made from of his mind which was not before the below.

3 But if the Court should be of a different opinion, and should look into the evidence to see whether there is sufficient to sustain the British - then we may refer the Court

1st to the testimony of the officer -

2 of Capt. - latter of his deposition.

3 to the testimony of the witnesses
to the Court the 2 last of them.

3 In the testimony of G. L. Newcatter
part of the deficiency, and especially
this, in view of the 8th Receipts & going
in which it appears he had frequently drawn
Drafts on Harrison, prior to this, in
payment of various prices, which had
been accepted and paid -

- 4 He says the business which he had
been engaged for the agent for Harrison
for 18 months previously, required the drawing
of Drafts, & was in the course of the business
of such agency. And then for did not require
the same amount of testimony as would be
required when his business did not in its
ordinary course require the drawing of Drafts.
It was such in the actual course of such
business.
See Note 7 Drafts Aug 169.

5 Besides Affidavits, that Peas was engaged
in the same business with the same person
that he had - And the account ^{before paid} ~~paid~~ by the
Drafts, showed Peas had drawn some
£50.00 in Drafts from 1st of 1800 - August &
that Harrison had paid him a Draft drawn
by him - This account shows the manner of
drawing by the agent of Harrison & their

Adm. Council of Liverpool, in the same
Trade & Agency - and it confirms Pendergast's
testimony.

5. Besides, it is shown that, previous to this time
he had gambled away large amounts of
money belonging to Rawson - and that
Rawson kept him in his employments and
allowed him to draw - and even after
this draft was drawn, he permitted
him from agent to agent - took
him into a Mexican coffee house as a
partner in future sight & in timber
trade.

II

It is contended by a special agent, however, that if
Pendergast had a positive authority, this special agent
would be bound to know the extent of the person's authority
conferred, and any draft drawn not within
the power did not bind the Rawson,
and that the evidence shows a person to
draw only when specially permitted
by Rawson or advice.

It is shown that Pendergast was a special agent, and his acts
a full ratification by Rawson were

not know as I told him out to the public
as a general agent, thus his position
is correct. But though he may have
had sufficient power, if Rawson had
allowed him to act as a general agent
to act to give the public a reason - then
he was the general agent of Rawson
& Davis, thus he was bound to bring
into his power - they were given by his
habit, and to his habit of drawing down
was the public bound to look.

Su. Dunlap July 199 P.D. 2

Story on agency for 126 - 137.

14 Mts. 484 Cult. & Rawson

3 It is said that if written authority was pre-
sented to Coats, it should have authorized
the drawing of money, or else a power over
is not bound -

Mr Coats said that there is evidence given which
the jury were justified in saying that the
authority was general to draw.

1st Rawson was proved by Coats, & finding that
Rawson had a general authority, and as we

show by & of firm that ~~was~~ a letter
was produced which induced the draft.

Had not the Jury then a right to infer
this is as the authority presented? We
submit they had.

The Jury had a right to this and it that part
of Mr. P. Pearson's testimony in which he swears
he never had any general authority to
draw.

1st It came by Pearson showing, he
had been guilty of great moral turpitude
in appropriating Pearson's money to grand
larceny purposes: he shows he had previously
grabbed away large amounts of his money,
and this went to the credibility of him
as a witness. This principle is recognized
in the case of Robert Pearson by the
49th. when the Court say, under similar circum-
stances, "the credibility of the witness was with
the jury." It could not be made or was a breach
of moral obligation, ^{but} that the Jury should
receive his testimony with great doubt is true.
2^d He was directly contradicted by Coats
& Harding, or virtually by Smith - and
it is fair to presume the Jury disbelieved
him in stating he had no general au-
thority, when other witnesses stated he had.
And his credibility was with the Jury.

3 Counsel for a popular Ray's Corridor Bar

I was in settled up with Rawson in the fall of 1832, & entered into a special contract. Now Ray, was not allowed to testify in the contracts of this contract, therefore the assumption of a popular is not sustained by the testimony.

But, if ^{it} be true that Rawson did settle up with Rawson, he must have known that Ray had been gambling away his money.

H. N. Ray says such was the fact - that he owed him a large sum for money he had gambled away - then we say, if Rawson put out a man as his agent, then disburse clothed with authority, & draw, or gave him in any way the means of perpetrating frauds on the community, he ought not to complain - especially as he gave Curtis reason to suppose he had authority, by the acceptance of the \$100, & the over in favor of Henry who is now dead:

3 Put to rest the question -

We say, though written authority was presented to Curtis, which was insufficient, to authorize the drafts, yet if Rawson had but one Ray as his general agent he would be liable. To this if fact is

the Case of William vs Nichols 17 Mass 98
When the Court say that though the au-
thority procured was forged, & the goods
were sold on the faith of that authority,
yet if the principal had previously
ratified such similar acts, the principal
was bound - same doctrine is held in the
Notes of Dunlop's Policy, page 169.

If the party has had such the agent as authorized
to do any acts, he is bound whatever may
be his real authority -

Because his authority may be partly
in writing and partly by parol
Petes 290. Story on Agency 81 & 99.

15 East 400 a opinion by Sedgwick & Bailly
Dunlop's Policy 168 & 9 & Notes - 201 & note 162. 13

Story Agency on 56. 92-12). Another Recurrence
law #6 93 found in 2 Jacob & Gray -

2 Starkie 368. found in 3 Com Law

Parsons Non est in Law 134

Swinson Agency 17. 15

If it be proved that the party con-
tracting with the agent knew the
agent was acting under a written
authority, then the principal is
only bound to the extent of the con-
tract given by the written instrument,
unless the agent has been in the
habit of doing business out side
of his written authority, in the name
of his principal which his
principal has sanctioned.

An agent ^{is generally} ~~is~~ not
limited by his written authority,
if the acts he does as may be
known by parol, for like every thing
else in parol, the contract or
authority may be partly in writing
or partly by parol. It is a fraud
on a fraud upon the public to limit
by writing, and then enlarge by parol
by dealing, & by sanction of acts out
side of the written authority, & then
subvert it.

This position is well established
by authority. An English Judge says on
175. *See Williams vs. Mitchell* 17. Mass.

The Jury then may have found the agency
from the written authority, or they
may have found it from the habit
of dealing - as in the Massachusetts
case - To turn the agency was es-
tablished by the proof of the prin-
cipal leaving an previous ac-
cious paid bills of contracts by
the agent. The question at the same
day, "whether the fact on which
the Jury relied to establish the
is whether he was his agent - And whether
the agency was created by written
authority, or by parole, ^{or} by
or implied.

The defendant's counsel argues that the plaintiff below was bound to prove that a knowledge of the fact that Brad had been in the habit of borrowing drafts by which he had been a captain of Hacocon, had been brought home to him, and cited 13th Mr. & M. to sustain his position.

That authority decides no such question -

The question then was whether an admission by letter, that the agent had been allowed to draw a draft, was proof that he had a general authority so to do.

At the time his name was drawn

The Court say the letter did not admit a general authority to draw, but only the particular draft, it was therefore inadmissible to prove a general authority. A special authority is no proof of a general.

A general agency is to be proved like any other public employment or public act, by showing that the party had authorized the public to his agent - this being proved as the plaintiff is one of the public, he is bound to have the same

Chiefly on the draft, it was therefore inadmissible to prove a general authority. A special authority is no proof of a general.

On the case there was proof of drafts drawn as well as of the letter & Co. & Co.

knowledge as the public has.
It is like a proof of Customs. it
is proved to exist - and the presumption
is all in favor of knowledge - of it
Dunlop July 207 note

If one deal with a Special agent, then
I must look to his authority; but if he
be a general agent, then I have only
to prove the general habit, which
that is equivalent to proof of spe-
cial authority.

Dunlop. July 309 - note 2. 7. Bing. 17

It is a well settled rule that if I
deal with an agent, not knowing
he was agent, & afterwards discover
his principal, I may sue the prin-
cipal Dunlop. July 248 + note
Chitty on Bills 31

One objection is that
incompetent testimony
was admitted

Ed

But we insist that the appeal cannot be
made the basis of insufficiency of the
testimony to sustain the verdict. They were so
conscious of its insufficiency in the court
below, as not to even assign it as a
cause for a new trial.

III It is further insisted that the court erred in
allowing depositions to go to the jury - &
that the court was wrong in allowing the
whole of the depositions to go to the jury, with
portions marked as excluded, & with directions
to disregard the parts excluded.

It shall not be sufficient in arguing the propriety
of allowing the depositions to be taken & read
by the jury that practice has been sometimes
in this State for years.

It may be as well never to allow the whole dep-
ositions to go to the jury, when the court has
taken care to prevent any mischievous result
by marking those parts rejected as ex-
cluded - The jury were duly required not to
read or take such parts into consideration.
It is to be presumed the jury did their duty.

The Record shows no
instruction of the Court
on the subject -
- E. C. H. -

that they obeyed the instructions of the Court.
This is a matter within the discretion of the
Court, and it is to be presumed the Court will
in the exercise of a sound discretion,
withhold or allow the deposition, so in-
convenient as to go to the jury
S. C. H. 588

It is no more dangerous to do so, than to receive
partial testimony & afterwards exclude it from
the consideration of the jury. The Court in
both cases instructs the jury to disregard the
testimony excluded, and it is as reasonable
to suppose they will obey the directions of
the Court in the one case as the other - All
testimony given is supposed to be received
by the jury, and if in the one case, it is supposed
the jury will disregard the instructions of the
Court, why not in the other? The cases are prin-
cipal cannot be distinguished here -
How can we suppose the man of intelligence
& willing to obey the directions of the Court
to keep safely his tongue as to do.
See 22^d B. & M. 581

- 3 All the Cases cited by the Counsel for the
appellant, are Cases where the testimony went
to the jury without the consent of the Court
or without any instructions given to disregard

On the contrary the court
called by me have been it must
be done by order of Court & not
an exception taken & each order
to make it sure. ECH

the testimony. Now he took care clearly, if the tes-
timony is material a new trial ought to have
been granted, because it would be pre-
sumed that they would consider all the testimony
submitted, in the absence of any instructions
to the contrary. The court hesitated, & conse-
quently produced a case when the jury were insti-
gated to disregard the testimony, that a new
trial was granted.

- IV They say a new trial should have been granted
that Reading might contest his testimony -
- 1 They can be nothing in their power.
 - 2 Rawson did not appear to be perjured.
 - 3 The testimony of Reading had been taken for
near five years
 - 4 The testimony was circumstantial
 - 5 It was circumstantial
 - 6 It was circumstantial
- D Cairns 132. 1 Curtis 24 Sept. 384. 3 Graham
on a new trial, 1035-1068. 18 B. & C. 458-
4 D. Carr. 454, 56. 14 M. 141

V It is said the Court gave instructions for the jury below which they ought not to have given -

1st There can be no error in the 1st instruction. It requires the jury should believe the Drafts were authorized by the writer authorizing, if they believe any was procured. What is there any error in this. This and all other instructions given is taken in connection with & as qualified by other instructions given. Any such charge as the objectants counsel supposed, is guarded against by the 3rd 5th 7th & 8th instructions given for the Draft below, & qualify the other instructions.

2 As to the 2nd instruction; it requires the jury believe that ^{Plas} had been allowed ^{previous & known} to draw the Draft in question & draw Drafts. It is clear evidence from which an inference by the public & Court might simply & generally agree - Can it be denied that such facts are proper evidence to establish a general agency? It is the kind of evidence which is admissible.

It is guarded to by the 4th 5th 6th & 7th instructions and was qualified by such instructions. They must be all taken together, as if it had been one charge limited and guarded by qualification & exceptions.

These I believe are the only instructions con-

Principles of.

The ^{one} Service to the instructions of the Court for the Deft. below, was really more favorable to the Deft. than he had a right to demand. In fact the Court was requested to write him no instructions for Deft. upon which there was any doubt.

Under our system, the instructions on both sides must all be taken together as one charge; One instruction qualifying the other - Suppose the Court had written out the instructions on both sides and delivered them to the jury as his charge on the whole case, qualified as the Law is One instruction by the other, could there be any doubt that the Deft. below could not complain of the Charge? - Was the Law on the whole laid down correctly; if so that is all the Law can require -

But it is said the Court erred in excluding One instruction - It is only necessary to ~~exclude~~ re-examine this instruction to detect its error. ~~The~~

The instruction does not begin the jury to believe, but recuse of the fact of written authority, or that Law was acting under it.

Can't say with
any certainty
but we have
no more out of
the jury's
hand

We ordered that no drafts are drawn
without being drawn subject to the limitation
of Power's power in writing & that since drafts are not
to be used in evidence & to be the subject matter of any other

Though we had proved Peas had had drawn
hundreds of drafts which Pearson had
paid, and thereby made him as good as
an agent as could be to ^{draw} draw, yet this
~~instruction required the jury~~ and though Peas
never knew any thing of any written
authority, this instruction required the
jury to find for the Deft. if he had a
written authority carried in his pocket
and that such writing was the limit
of Peas authority; and this thought his
agency to draw generally was as notorious
as any such agency could be. This is
not the Law.

Besides the other instructions given for the
Deft. below, laid down the Law fairly
and included all contained in this
instruction which he had a right to have
given - They protected the Defendant as
far as he could require, especially the 7th instruc-
tion

No drafts were given after

On the whole, could the British be so right -
Rawson had let out a dishonest man
to the world as his agent, and allowed him
to obtain that character, & to retain it after
he knew he was using it for improper pur-
poses - It should suffer rather than in-
nocent persons - Better could be decided
in similar cases. Can. under a similar transac-
tion by this same Person - 14 Nov. 1892 -

The intent of common origin that no such
deed should be a proof for the perpetration
of fraud. And especially when the testimony
shows, that Rawson instead of branding him
as a scoundrel, implicitly & proves his
conduct by promoting him to a higher po-
sition - deciding him as his partner.

If Rawson had the bad character, & notoriety
as they prove it, how happens it, that he
Rawson, substituted our eyes for
another as his agent? It may indicate
an entirely honest person, but if he was
such too, he ought to be the help if
they betray him.

Again We insist, that the testimony was elicited by the Court, & was not improperly excluded, & on that point to have been permitted to go to the jury, and testimony -

Mr. B. says, in all hands at St. Louis he finds he never had any authority to draw from Raymond or others authority as Coals & Davidson testify he had, we leave the testimony to the jury to disprove or to contradict him -

That the law could not require us to give him notice to produce the authority, when he sworn he never had it - that no such was ever given - we could not be required to give him notice to produce that, which he swore never existed - the law never requires a negating act. If such was the law or the agent himself when called on to produce the authority, that he now had it, people common of the Court could now be given. Is it not equivalent to saying he had lost it - If he had on the stand & said he never had any such writing, could we not be sworn he had others contradicted him? And then we would have the right to prove the contents, in order to show his mistake or for persuasion of the truth - It seems to me there can be no room for doubt on this point - If it was proper testimony then, it did not have to go to the jury

They said not to allow to prove the contents of a note unless they pay it but evidence shows it is proper to give proof of a note to prove it - The court & people must not allow the rule of evidence

The Court could observe that in 1853, a judgment was laid in this case by default, and that after a motion, the up the North term of the the judgment was reversed, a motion was made to set aside the default and set aside the judgment which was done & accepted by the sheriff. -

In 18th May, it is decided this cannot be done. So that it is only by error of the Court we were deprived of our judgment.

On the whole we think justice requires the affirmation of the judgment.

Yours truly
 Geo. D. Smith
 for Defendant

287 x 100
Curtis & Curtis
as
Ransom
Prize & exp-
for Dep. in 300.

Filed May 11, 1858
L. Belmont
Clerk

✓

Chas. Goodrich

Edward Lawton } Supreme Court
Appellant } April Term 1888
Catharine B. Carter & al }
Appellees } Argument for
Appellees

1 The first point made by the appellant is that the verdict of the jury was against evidence—

This point cannot be raised in this case.

The assignment of errors on the record only covers the first five assignments of errors on the printed abstract, but permitting the 6th assignment of errors to be made, as probably it was intended to be made, we then look at the reasons for the motion for the new trial as filed in the Court below, and we find the following:

- 1st Newly discovered evidence;
- 2nd Affidavit of Seth H. Henslin—
- 3rd The Court erred in giving and refusing instructions—
- 4th The Court erred in allowing evidence and documents excluded to go to the jury

4th Court deemed incompetent
and excluded competent evidence
and for other reasons —

See pag 21. of abstract —

No reasons were assigned. The
the verdict was contrary to the
evidence —

A party moving for a new
trial must file, or give to the
Court and opposite counsel
notice in writing specifying
the particular reasons for
the same.

Sec. 24. Practice Act —

But in order to show to the
Court that our reason for —
stating this case from the
consideration of the Court we
will show that the evidence
below fully warranted the
jury in finding for the plaintiff
below —

Even the evidence of the
affendant below would warrant
this finding of the jury.

A. K. Pease affendants witness
testifies (pag 16. of abstract) that
he had frequently pursued to the

in fall of 1850. (See the account
current in record)

Add to this the testimony of
plaintiffs below, and we find
that Pass was the agent of
Harrison in buying grain and
that he had been in the habit
of drawing drafts on Harrison
for a long time up to the day
of this draft, which had
all been accepted and paid.
J. L. Coates testifies (page 4 of
abstract) that he had received
Pass drafts on Harrison which
were paid, that Pass was acting
as agent of Harrison in buying grain
and of course of drawing drafts
upon for the same until Spring
1851.

Sett W. Harding testifies to the
same thing in substance (page 7.)
Also J. Smith testifies on page
10 of abstract that he had bought
Pass's drafts on Harrison during
the winter of 1850 & 1851, and
they were all paid. Cannot say
how many or what amounts.
At some times the drafts were drawn
in his own favor and sometimes

in the names of the persons to
whom he wished to remit at
Chicago.

Then the drafts drawn by
Ransom on Ransom in favor of
plaintiffs, one dated Dec 25th
and one dated Dec 26th, both
of which had been accepted
by Ransom before the draft
in controversy was drawn,
and of which the plaintiffs
then had notice, as appears
from the testimony of R. M.
Officer (page 12. Abstract)
shows conclusively that Ransom
had been in the habit of
drawing upon, and Ransom
had been in the habit of
accepting his drafts, in
such a manner as to raise
an implied authority in
Ransom to draw such drafts.
It does not appear by the
Record how the plaintiffs
received the notice of such
acceptance, but the fact
is, and the Court and Jury
might so infer, when the
fact is proven that they

Ante of the draft sent over, purchasing
gold for Henson, and had
frequently drawn drafts on him
to raise money to pay therefore
which he had accepted and
paid, some of which were drawn
in favor of John L. Coats, of Texas,
one he had drawn in favor of
Thomas Cheyney, of Texas, and
in favor of the plaintiffs
below. That previously to that
time he was in the employ of
the defendant below in buying
gold at Texas and at other
points on the Canal (Page 14)
that he drew two or three drafts
at Texas in favor of plaintiffs
and got the money by showing
them letters of Henson showing
that he had been in his employ
which was all lost in gambling
except one draft of \$500.

The Defendant below also
introduced in evidence his
account current with S. H.
Hastine ~~showing~~ in which was
charged to Hastine ~~a draft~~
\$ on money obtained on draft
drawn by Chase on defendant

did receive such notice. That
the same was received by telegraph,
the last draft being accepted
on the day the draft sundown
was drawn.

Mr. Samuel contends that 20 drafts
had been drawn at Peoria.
The Evidence shows 3 drafts ex-
drawn one in favor of Chesney ^(not for) and
two in favor of plaintiffs, and
immediately paid to this draft.

In the Cases referred to by Mr. Samuel
I was Hl. he will only cite the
Court to the same Case on page
110.

In Case of Cash vs Day we
cited 13 M. & W. 598. The latter
cited did not show a general
authority to accept.

It may be true that the drawing
on or two drafts under a special
authority does not give a general
authority to drafts, but where
a person is in habit of drawing
drafts, and they are accepted
~~on~~ even under a special authority

may, imply a general authority
makes the point concerning the
drafts, Knew of the special
authority -

It is contended that all
the former drafts drawn by
Pearce were under special
written authority, but
no notice of this power to
Court -

Under the instructions of the
Court & the whole question is,
whether Pearce had general
authority to draw drafts
or was in habit of drawing
drafts upon Pearson. It is
left to the Jury, and the
Court will not now interfere
with such verdict -

The second instruction given for
plaintiffs below was substantially
correct. The meaning of which being
that if Pearson had been in the
habit drawing on Pearson, &
he accepting them, passing
and down to the date, this
draft, it was evidence from
which the jury might infer a general authority
to draw such drafts.

This is law, but provided there
was a slight or technical objection
to this instruction by itself. The
Court will look at all the
instructions, given on the
point proposed in said
instruction as well for the
plaintiffs below, as for the
defendant, the whole to be
taken together as qualifying
each other.

The Court will therefore
consider together the 2^d & 3^d 14th
instructions for the plaintiff
and the instructions given
for the defendant, which
last instructions are not
in the abstract, nor were

Contained in the original Record
filed in this cause, but were
brought up by a subsequent
additional Record, and to which
the Court is referred,

The Law as contained in these
instructions is certainly as
liberal for the defendant
below, as the authorities
would justify, and there is
nothing contained therein
that could mislead a jury
to find for the plaintiff
below, ~~against~~ upon a state
of facts against the Law -

Are authority to draw or accept
Verdict may be presumed from
act of recognition in former
instances

Amesbury v. Baker on Agency, 167.

This Law goes fully as far as
the instructions, and the
evidence. So to the Law,
even if in no other instances
than in the previous drafts
shown by them in favor of
plaintiffs —

In case of Mitchell & Co. v. Williams
17 Mass. 98. one Allen purchased
goods of plaintiff under a forged
note, and the plaintiff there
went in to evidence to prove
general agency, and several witnesses
testified that they had given
them to him to sell goods & Allen
on account of defendant & on the
representations of Allen that
he was agent of defendant &
for that purpose, and that
defendant had paid the
bills when due, which
goods went to defendant & to
him the goods bought on the
bill were upon said note so
to defendant & to him, the fact
of general agency went to the
jury. The Court decide that
although the plaintiff refused
to trust Allen upon his repre-
sentations of general agency, yet
that did prevent him from
otherwise establishing an
agency by prior acts.

not good law - See note of Rand
written to this case -

The instruction as expressed by
the Court, was properly expressed,
and was entirely correct by
the qualifications contained
in the other instructions
given for the purpose,

The instruction as asked was
wrong in this. That if there
was acting under a written
authority, it should have
brought the fact of such
written authority home to the
Knowledge of the Jury.

The instructions as given
covered the whole law as
applicable to the case -

As to the fact Error assigned
I am not able to discover any
incompetent evidence admitted
on the part of plaintiffs,
and the only evidence excluded
on the part of defendant was
a portion of the testimony of
Cordelia Peace, by whom the
defendant proposed to prove
the contents of a contract
authentic or written authenticity
given by Parsons to Peace
in December 1850.

This was properly objected
to as there was no evidence
before the Court or jury of any
such contract, or of its
execution, All testimony
which had been taken by
the plaintiffs in relation
to a power of authenticity from
Parsons to Peace had been
excluded from the jury.
therefore this proposed proof
by Peace was improper —

The 2^d & 3^d Errors assigned have
been already considered —

As both 4th Error as assigned,
This Error is not well assigned,
It is not even for the Court
to permit the jury to take
with them upon retiring
the depositions and documents
introduced in evidence —

Our Statute says that the
jury upon retiring to consider
their verdict shall be permitted
to take any papers that may
have been used as evidence
upon the trial.

Sec. 24. Practice Act —

The language of this Act is
broad enough to cover
depositions as well as other
papers, and this is the first time

~~At Common Law in England~~
I have ever known the practice
which universal in this
State objected to —

At Common
Law in England where it
is the principle that the jury
are to take no papers without
the consent of Court, yet if the
Court allow the jury to take the
papers it is not error —

1 Graham v. Hart. New trials 77

Same in New York, where it was decided that where the Court had permitted the jury to take the papers with them is not ground for exception -

5 Sanford 219 -

The 5th Assignment of Errors relates to the portions of the depositions excluded, and that the Court erred in permitting such portions to be taken out with them -

If it was proper to permit the jury to take any depositions with them, ~~if~~ the Court could not avoid such portions as had been excluded, where as in the present instance a portion only of the depositions had been excluded. But this should be done under proper instructions, and the rejected parts should be erased or so marked as that the jury will not consider those portions

as Evidence, as if when the Court has ordered portions of a deposition to be erased, and the deposition is allowed to go to the jury without such order having been complied with the Court will set aside the Verdict.

4 N. H. 213 —

But in this case those portions of said depositions which had been rejected were marked by a line drawn around the rejected parts, and opposite thereto on the margin were marked excluded — and the jury were bound by their oaths not to treat or consider such excluded portions as Evidence —

Juries ought certainly, unless some proof is shown to the contrary, to be considered as having performed their prescribed duty, and I think it is a rather violent presumption to determine without any proof that the jury did violate their oaths

and that they did contrary
to the instructions of the Court
read and consider such
excluded portions of said
depositions as evidence in
the cause, or even to presume
that the jury had not
sense enough to understand
the instructions of the Court
and the black lines around
the rejected parts with the
word excluded written upon
them —

Juries ought to be considered
as having some honesty and
sense, and not presume they are
either arrant knaves or fools —

In Vermont it has been
decided that when a paper
has been read to the jury
and they are afterwards
instructed by the Court
that it can be of no
avail, it was not even
to permit the jury to take
the paper with them
Harden vs. Warden, 22 Ver. 563

In our state it is a common practice, and which has been sanctioned by our Supreme Court to allow evidence to go to the jury in itself incompetent, but that may be made so by other evidence, and if the remaining evidence is not produced, the same will be excluded by instructions of the Court from the consideration. If juries can after hearing evidence reject the same from their consideration they certainly can reject evidence which has not been read to them, and which they are forbidden to read —

The only other point that I have any notice of was one of the narrow issues on the motion for new trial, that of newly discovered evidence, and of the affidavits of J. W. Hardin. The Court will see that nearly a year elapsed from the time of the taking of Hardin's deposition and the time of trial, and after

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the trial the Court will not
grant a new trial for purpose
of re-examining cross-examining a
witness

2. Gaiman 116

Not to impeach a witness

2 Series 109

1 Case 25-

Graham, Practice

Kryer v. Cooper 14 Ill. 141.

In this case the Court held
right in not setting aside a
verdict for the purpose of
preventing Macdonald impeach
his own evidence, as that had
been pretty effectually done
by the defendant on the trial,
except where he was con-
tradicted by other testimony.

This is no newly discovered evidence.
It is merely a discovery that they
might have proved something by a
cross examination, if they had availed
themselves of the opportunity of making
it, at the time of taking Hardin's
deposition, for the new matter is
only upon the point, concerning
which he testified.

It is remarkable too that
they desire a new trial for the pur-
pose of proving something by a
witness, whom they themselves have
impeached as unworthy of credit.

But in any event, if this
were newly discovered evidence in
the legal signification of the term,
it would be merely cumulative
and the court would not grant
a new trial upon the discovery of
such new evidence alone.

Smith v. Switz 1 Dean 491

Cooper v. Cooper 14 Ill. 1st ed. 1st pt. 1st

Manning & American
for Appellars

Edward Ransom
237-100
A. B. Carter & al.

Oppeller, August

Filed, May 11, 1898
L. A. Clark
Clerk

1. Unless the jury believe from the evidence in this case that Ramsden express or implied, authorized Race to draw the draft in question, then Ramsden is not bound, and they should find for the defendant.

2. If the jury believe from the evidence that Race was in the employment of the defendant Ramsden, as a grain runner or agent to buy grain and procure contracts for grain, such agency and employment would, of itself, give authority to Race to draw the draft such on, and that is for the defendant, unless the jury further believe from the evidence that authority to draw said draft, was given to said Race, by the defendant.

3. In order to enable the plaintiff to recover in this suit on the ground of an express authority, it must be proven that the defendant authorized the said Race to draw the said draft, and such authority must be established, either by express authority or by circumstances of such a nature as to satisfy the minds of the jury that such an authority to draw the draft such on was given by the said defendant to said Race.

4. If the jury believe from the evidence that Race had no authority from Ramsden to draw drafts upon him, the mere acceptance by Ramsden of one or two

drafts, would not, of itself, authorize Bass to draw another draft, and would not of itself raise any obligation on Rawson to accept another draft.

5 Of the jury believe from the evidence that Bass drew a draft in favor of the plaintiffs on the defendant on the 25th Decr. 1850. which the defendant, on the 27th December, ^{accepted} and that said Bass drew a second draft on the 28th December, which said Rawson accepted on the 31st December, and that Bass had no authority to draw either of said drafts, then the acceptance of said drafts or of either of them by Rawson, would not of itself give the said Bass any authority to draw the draft sued on in this suit, and if the jury believe that no other authority was given by the defendant to said Bass to draw the draft sued on, then the law is for the defendant.

6 Unless the jury believe from the evidence that the defendant Rawson, was in the habit of accepting drafts drawn on him by Bass and that such was the course of dealing between him and Rawson then the fact, that at and about the same time the draft sued on was drawn, the said Rawson accepted one or two drafts drawn on him by said Bass, without the said Rawson's authority, would not of itself constitute Bass the agent of Rawson to draw other drafts, or obligate Rawson to accept any other drafts, used in such case unless they further

believe from the evidence that Brase was expressly authorized to draw the draft, and on this point the law is for the defendant.

7 If the jury believe from the evidence that Coates obtained his authority from Parsons to make a specific purchase, and draw a specific draft on him, and there is evidence that such authority was general or covered any other transaction, then such authority would give no power to draw the draft in question, and if they believe that the said authority was obtained for that specific case, and no evidence besides the said Coates has been offered respecting said authority, then the statement of the said Coates that he "does not mean to say it was confined to that transaction" without any evidence either by him or by any other witness that it ~~was~~ extended any further, would not authorize the jury to presume that it did extend any further than the particular transaction for which it was obtained.

8 If the jury believe from the evidence that the draft in question was on the face of it drawn on "wholesale account" and that Curless & Curless might have by a little enquiry, or by a telegraphic dispatch, have ascertained whether Brase had authority to draw the draft, and that they neglected to make such enquiry, and if they further believe that there was no

believe from the evidence that Brase was expressly authorized to draw the draft, and on this point the law is for the defendant.

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8 If the jury believe from the evidence that the draft in question was on the face of it drawn on "wholesale account" and that Curless & Curless might have by a little enquiry, or by a telegraphic dispatch, have ascertained whether Brase had authority to draw the draft, and that they neglected to make such enquiry, and if they further believe that there was no

Express authority to draw said draft, and that it was
taken by plaintiff without due inquiry and care,
this is proper to be considered by jury in determin-
ing whether defendant is or is not liable

State of Illinois
County of Cook

J. Walter Kimball, Clerk of the
Cook County Court of Common Pleas, within and for
said County do hereby certify that the above and forego-
ing is a true copy of the Instructions to the jury, given for
the Defendant in the Case wherein Nathaniel Alcott
& Henry Cortis Junior are plaintiffs, and Erastus Hansen
is Defendant,

In Testimony Whereof I hereunto
subscribe my name and affix
the Seal of said Court at Chicago
in said County this 4th day of
May A.D., 1853.

Walter Kimball Clerk

It is requested that the foregoing instructions together
with this certificate be preserved and be
produced at the trial of the case hereinbefore
mentioned.

Given,

Attest: Received

Filed May 5, 1853

J. W. Kimball
Clerk

Wm. G. Ordick
for Defr.

El. Vance
for Appr.

Wm. G. Ordick
for Defr.

The following is a copy of the notice to take the
depositions of Jacob A. Krater, S. T. Smith, Seth
Hardin, Parley & others.

Nathaniel B. Kierstead &
Henry Kierstead Jr } Cook County Court of
as } Common Pleas
Erastus Rawson

Take notice that on the 16th
day of October A.D. 1856, between the hours of 8.
A.M. and 6. P.M. of the same day and continu-
ing from day to day if necessary, at the office of
Chambers and Eldridge, in the City of Peoria County
of LaSalle and State of Illinois, and before
some person duly qualified to take depositions,
we shall proceed to take the depositions of Jacob
A. Krater, S. T. Smith, Seth Hardin, Parley
and others, to be used as evidence on behalf of
plaintiffs, on the hearing of the above entitled
cause, when and where you can appear and
cross examine if you deem proper.

To Chambers & Eldridge
Attorney for Defts
Peoria Sept. 26. 1856.

Yours &c
Solomon Merriam
Attorney for Plaintiff

Enclosed.

We have seen notice of which, within is a
copy from Mr. L. Merriam, but are not attorneys of
defendant, or empowered as we are now unable to act
as attorneys for defendant in any way.
Peoria Sept. 26. 1856.

Chambers & Eldridge

The following is a copy of the notice to take the
Depositions of John C. Ogden, John Morris, Isaac
Day, Frederick S. Day, Churchill Kaffing, and
A. H. Bailey

Nathaniel B. Curtis &
Henry Kurbies for } In the Court County Court
vs } of Common Pleas
Erastus Rawson

Take notice that on the 27th
day of October instant, between the boards of S.
Ober, and C. P. M. of the same day and contin-
uing from day to day if necessary, at the office of
and before P. M. Killduff, in pursuance of the Process
the writ of P. M., County of Davell and State of Illinois
or before some other person duly qualified to take
depositions, we shall take the depositions of John
C. Ogden, John Morris, Isaac Day, Frederick S.
Day, Churchill Kaffing, and A. H. Bailey, to be
used in evidence on behalf of said Plaintiff on
the trial of the above entitled cause. Where and
where you can appear and cross examine him
witnesses if you deem proper.

Dated Peru Feb. 16. 1856.

Thomson, Chummers & Eldridge
Attys for Defs.

Peru Feb.

Frederick S. Morrisman
Attorney for Plffs.

Entered.

Received Copy of the within notice Oct. 16.
1856.

Thomson & Eldridge—

Copy of agreement to take depositions

Nathaniel B. Charles
Henry Davies Jr } In the Cook County
as } Court of Common Pleas.
Eugene Pearson.

It is hereby stipulated
and agreed, that plaintiffs may take depositions
of witnesses residing in Cook County, in this
cause, upon giving 10 days notice thereof to
Opponents. Eldridge as attorney for Defendants
Sept. 8. 1856

Wm O. Larned & Son
for Plffs.
Goodrich & Williamson
Attys for Dfs.

State of Illinois }
County of Cook } Ss.

I Walter Kimball, Clerk of the
Cook County Court of Common Pleas, within and
for said County, do hereby certify that the foregoing
is a true copy of the Notice attached to the Depositions
and of the agreement to take depositions, filed in
my office, and that this copy is made as a part
of the Record in this above entitled case.

In Testimony Whereof I hereunto
subscribe my name and affix
the Seal of said Court at Chicago
in said County this 20th day
of April, A.D. 1858.

Walter Kimball Clerk

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Ransom
vs
Curtis

Adm. Record

Filed May 8, 1858.
L. Leland
Clerk