

13684

No. _____

Supreme Court of Illinois

Hansel

vs.

Erickson

71641  7

STATE OF ILLINOIS
SUPREME COURT,
Third Grand Division.

No. 147

Kansel
vs

1862

Preferred

13684

Received Cambridge March 2nd of John L. Burdett
one copy of Abstract of Record in case of
Erick Erickson vs Daniel Hanson and
to take the place ^{of copy} _^ [^] provided by law to
furnished by Clerk of Supreme Court to
the attorneys of the appellee

Porter Wilson ~~Wells~~
Atty for appellee

69 no. 1471

D. J. Russell
vs

Trickson

Daniel J. Russell } Supreme Court
as appeal } of State of Illinois
Susan Erickson } Henry } 3^d Grand Juror
Co }
April 7, 1862

and the said Susan Erickson comes
and says that there is no error
either in the record and proceedings,
aforesaid or in giving the judgment
aforesaid, and therefore he prays that
the said judgment may be affirmed
& that his costs may be adjudged to
him &c

Milton L. Peters
atty for Appellee

147

Daniel J. Kausel
vs. appellant

Henry Co
Sam. Erickson

Respondent in Error

Filed Apr. 23. 1862
L. Kelan
Clerk.

State of Illinois }
Henry County }

Henry County Court Court
Of the October Term A D 1860

Now before the Honorable John McKeown Judge of the Circuit Court of the State of Illinois, at a regular term of the Court Court begun and holden at the Court House in Leasburg in said County of Henry and State of Illinois, on the second Monday of October in the year of our Lord One thousand eight hundred and sixty, it being the eighth day of said Month

Present	Honorable John McKeown	Judge
"	Thomas Wiley Jr	Clerk
"	Daniel McSmith	Sheriff

Be it remembered that on the 30th day of August A D 1860 came Daniel McKeown and files his Bond for costs on the following case which said Bond is approved by the clerk and is in the words and figures following to wit

Know all men by these presents that we Daniel McKeown and George Farr are held and firmly bound unto Swan Erickson in the penal sum of One hundred & seventy Dollars lawful money of the United States for the payment of which well and truly to be made we bind ourselves our heirs and administrators, jointly severally & jointly by these presents Witness our hands and seals this 29th day of August A D 1860

The contents of the above obligation is such, that whereas the said Swan Erickson did on the 24th day of August 1860 before Francis Lewis a Justice of the Peace for the County of Henry recover a judgment against the above bounden Daniel McKeown for the sum of sixty five Dollars (\$65) from which said judgment the said Daniel McKeown has taken an appeal to the Circuit Court of the County of Henry aforesaid and State of Illinois

And of the said Daniel McKeown shall prosecute his appeal with

And shall pay whatever judgment shall be rendered by the Court upon dismissal or trial of said Appeal then the above obligation to be void otherwise to remain in full force and effect

Daniel J Housell LS
Geo Farr LS

And afterwards to wit, on the day and year last aforesaid a summons issued out of the Office of the Clerk of said Court, which said summons is in the words and figures following to wit

State of Illinois.
Henry County

The People of the State of Illinois to the Sheriff of said County Greeting. You are hereby commanded to summon Susan Erickson to appear before the Court of Henry County on the first day of the next term thereof to be holden at Cambridge on the 2^d Monday of Oct next to answer the complaint of Daniel J Housell in an appeal from a Justice Court of said County, and have you then and there this writ Witness Thomas Wiley Jr Clerk of said Court and the seal thereof this 30th day of Aug 1860

LS

Thomas Wiley Jr Clerk
By W L Dubynple Deputy

Upon which summons appear the following endorsement

"I have served the within summons by reading the same to the within named Susan Erickson this 21st day of September AD 1860
I the Sheriff of Henry Co Ill
By Geo A Brown Deputy Sheriff

And afterwards to wit at said term of said Court the following proceedings were had in said cause on the 25th day of October to wit

3.

Swan Erickson

^{vs}
Daniel J. Kausel

} In Appeal

Ordered by the Court that this cause be continued

and afterwards to sit at a regular term of said court, and on the 6th day of March the following proceedings were had in said cause

Swan Erickson

^{vs}
Daniel J. Kausel

} In Appeal

At this day came the Plaintiff by Porter & Wilson his Attorneys, and the defendant by Bennett & Biss his Attorneys and this cause being called for the hearing of motions of motion is entered by Plaintiff to suppress depositions in file herein, and motion by defendant for rule on the Plaintiff to give security for costs. On motion leave given to withdraw that motion

March 26th

At this day this cause being again called, and in the hearing of the motion to suppress the depositions first taken, the same is by the Court sustained. And motion of Plaintiff to suppress the depositions ^{last taken} is by the Court overruled

March 27th

At this day this cause coming on to be heard. Now comes the Plaintiff by his Attorneys and the defendant by his Attorneys, and issues being joined herein. It is ordered by the Court, that a jury be called and thereupon came the jurors of a jury of good and lawful men to wit B. Baldwin, W. E. Heaps, John C. Morse, W. B. Dunkle & Heustice A. Dellienbeck, Moses Resser, R. Galentine, Milo Jones, David Waterman, S. D. Barnett & W. W. Cole, who were duly selected, chosen and sworn to well and truly try the issues joined between the parties herein and to give verdict to render according to the evidence and the jury having

In 1861, at and during the said Term of said Court the said suit was called for trial before the Court and Jury duly empanelled and sworn thereon. Whereupon the plaintiff appeared, to maintain and prove the issues in said cause on his part called on a witness one John Loomery who being first duly sworn, testified as follows to wit

"I reside in Henry County in a farm adjoining Defendant, James Paultiff, worked for Defendant. Commenced about 5th of March A.D. 1860 worked until about the latter end of July 1860. My occupation is farming. Value of wages in the neighborhood was then from \$14 to \$16 per month. I saw Plaintiff working for Defendant daily. When Plaintiff quit Defendants harvest, to the best of my knowledge was mostly done except a piece of oats." Cross Examined by Deft. "We had not finished harvest. We cut some Wheat after Plaintiff quit Defendant. Don't know but that Defendant had some Wheat to cut = don't know of his having any of his farm - but he may have had some there = Think our neighbors had not then got through cutting Wheat

And thereupon said Plaintiff further to maintain the issues on his part, called on Stanley Dumber as a witness, who being first duly sworn testified as follows, to wit "I know the parties to this suit = never saw Pelt work for Defendant. Heard Defendant say Pelt was a good hand - should say his labor was worth \$15 per month. Plaintiff without offering any further or other evidence than the above here recited in case

Whereupon the Defendant appeared to maintain & prove the issues in said cause on his part called on a Witness Thomas Kealey who being first duly sworn testified as follows to wit

"I worked with the Plaintiff in harvest. He told me that he was to work seven months for \$15 per month.

My name is Thomas Kealey, I live in Galva Henry County Illinois. I worked for Defendant in the harvest of 1860 - in July - Plaintiff told me while we were working together in Kennells harvest field, that he was hired to Mr Kennell for seven months at fifteen Dollars per month that was all Plaintiff said on that subject. I understood him

to say that well.

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Cross Examination by Plaintiff "That is all Plaintiff said about it I had no difficulty to understand that. I stated when I first took the Chair, that I heard him say, that he had agreed to work seven months at \$15 per month. The reason that I stated this before I was asked the question, was that I thought that was what I came here for. The Defendant did not tell me to swear to that. Bennett did not tell me. I have had no conversation either with the defendant or his Attorneys in regard to what I should swear to. Defendant never paid me anything for being a witness in this case. I would not swear to a lie for all the Defendant is worth. I did not tell Stanley Dumber that Defendant had given me a bushel of beans to swear for him. I told Stanley Dumber that Defendant gave me a bushel of beans, to pay me for my time in going to Court before the Justice. I cannot talk or understand the Swedish language. I don't know whether you (meaning Mr. Atty) would call the Mr. talk. Swed or English. I understood every word the Plaintiff said about working for Kocumel. I worked in the field all the afternoon after the above conversation about labor for Kocumel. I talked more that afternoon on other subjects. I could not understand quite every word he would say." Defendant further to maintain and prove the issue on his part, therefore called as a witness one Nelson Pierce who being first duly sworn testified as follows to wit

I reside at Galva I am acquainted with the parties and was in July last I conversed with the Plaintiff sometime during the harvest of A D 1868. I had a conversation with plaintiff in reference to Plaintiff's contract to labor for Defendant. Erickson in that conversation told me, that he had been to work for Mr Kocumel and had quit him. Erickson also said that he had agreed to work for Kocumel seven months for \$15 per month. Plaintiff said that he and Mr Kocumel had some words about feeding the horses. I heard him state at another time at Mr Baylows Office that he had

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agreed to work for Heannel for seven months at \$15 per month
This was said by Plaintiff to Mr Beggins by way of getting
legal advice, I afterwards saw Plaintiff on the street in Galva,
he requested me to go and see Heannel & see if I could make a
settlement with him I went to see Heannel, and afterwards saw
Plaintiff on the street & in Beggins Office in Galva, and told him
I could not settle I told him thus on the street

Plaintiff said if Heannel did not settle he would take the law
Cross Examination by Deft
The first conversation held with me was at Bennett's law office. There
present were myself, Plaintiff, and I think one B M Carr, and
perhaps Mr Dries. I will not be positive as to that Mr Bennett
was not present" (Here one of the jurors asked the witness if Plaintiff
made any complaint of ill usage or bad treatment by the defendant)
"I think Plaintiff made no complaint to me of ill usage and did
not find any fault whatever of Defendants treatment of him."

Cross Examination resumed

"I do not understand the Swedish language. The Plaintiff talked
to me in the conversation I had with him in broken English. I did
not understand perfectly every word he said, but I had no difficulty
in getting at and understanding what he told me.

Defendant thereupon further to maintain the issues on his part
called as a witness one Daniel Heannel, who being first duly
sworn testified as follows to wit:

"I know the parties, am the defendants son" (Here Plaintiff's counsel
objected to witness testifying & thereupon the court asked the witness
how old he was) Witness answered "I am twelve years old" Thereupon
the court allowed the examination to proceed

"I was present at the time the contract was made between the
Plaintiff and defendant. Contract was made about two miles south
east of Galva. Contract made about 5th of March A D 1860
The Plaintiff agreed to work for Defendant seven months at

I saw the contract & stated to the jury that he was not likely to
what the plaintiff said to Mr Beggins or any other attorney by way of obtaining
legal advice I also stated that he had the Plaintiff since to
his counsel, while obtaining legal advice

\$ 15 per month

Cross Examination by Plaintiff

"My father talks English. He spoke English when he made the Contract with Plaintiff. The Plaintiff also talked English. Contract was made at my father's house. I heard the Contract made. At that time and place. I heard the contract stated over by both Plaintiff and Defendant - and both agreed to it as I have stated. The Plaintiff appeared to understand the contract. I have had no conversation with my father in regard to what I was going to testify in this trial. I just knew that I was to be witness in this case when I was subpoenaed to come here. I never talked with my father how I should testify in this trial either before or after I was subpoenaed. I was present at the trial before the Justice of the Peace. I believe I did have some conversation with my father about the case at the time of the trial before the Justice. The Defendant still further to maintain and prove the issues on his part introduced in evidence & read to the jury the deposition of Robert M Carr taken per agreement of parties. as follows to wit

"Name Robert M Carr age twenty one years & residence at Henry Marshall Co in this State. occupation teaching school. I am not particularly acquainted with the parties to this suit. but I know them by sight. I have heard the Plaintiff say he had agreed to work for the defendant seven months at fifteen dollars per month. commencing at somewhere near the 5th of March 1860. I believe that is all I remember now of the contract. The Plaintiff said he had quit service of the defendant. said he quit on the morning of the 22nd of July 1860 as near as I can remember. The morning I heard him talking about this as near as I can recollect his reasons were thus. He said he sent him out to feed two horses that morning & told him to feed them a certain kind of grain. in a certain way I forget which now & the boys afterwards went out & came back & told their father that the horses had not been fed according to his instructions. Now He said then asked the Plf the reasons why he had

not feel them so, or something to that effect & there was something else said I forget what now. Erickson then told him if they could not get along together he would leave. The Deft told him if he did quit he should not pay him. Another reason was that Erickson had a claim on some land in Kansas & wanted some money to go & enter it. He wanted to quit some where near that time, so as to go to Kansas & enter this land. Kocum told him he didnt want him to quit as he could not get another hand that would suit him as well, as he had considerable work to do. This conversation took place previous to the other conversation in reference to the hires. The whole of the above conversation occurred at one time, though. The above statements in the above conversation mentioned were all made to me by the Plaintiff

Examination.

The above conversation with the Plaintiff took place on the morning that the Plaintiff quit the service of the Defendant & I think it was on the morning of 22nd of July. I cannot be positive. I was studying law in Mr Bennett's Office. Mr Boice was studying law, but he was not then admitted. This conversation occurred at Mr Bennett's Office. Neither Mr Boice nor Mr Bennett were present at the time Mr Bennett is Attorney for Deft. I was then reading law under the instructions of Mr Boice if either. I suppose the Plaintiff came to the Office to see Mr Bennett. He was brought there by Mr Mott. He inquired for Mr Bennett. I told him Mr Bennett was out. I did not attempt to counsel with him or advise with him in reference to his case. I state the exact words of the Plaintiff in his conversation with me as near as I can remember them. The Plaintiff was in the Office half an hour or an hour. I didnt pay any attention. I do not know whether he wanted time to go to Kansas or whether he wanted all of his time or not. I was not acquainted with the Plaintiff previous to this conversation. I cant converse in either the Swedish or German language. I cant understand a

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conversation held in ^{the} Swedish language. I can understand a little German. In the conversation I had with the Plaintiff he did not state any other cause of disagreement than what I have already stated, I consider that I held the conversation direct with the Plaintiff. There might have been one or two words that I did not understand that Mr Mott told me. Mr Mott did not then nor has he since tried to explain or rehearse anything about the matter other than I have above stated.

Re-examination by Deft

There was no other person in the Office at the time of this conversation but Mr Mott & the Plff and myself. another person came in. I forget his name - but I do not think he came in until after the conversation was held. I informed Plaintiff myself that I was not an Attorney at law previous to any conversation between the Plaintiff & myself whatever. I did not keep the Books of Mr Bennett nor did I act in any way as a confidential clerk in the Office I had no relation to the office except the use of the Books, which relation was brought about by Mr Boies who was formerly a teacher of mine. Mr Bennett never said anything about it that I know of. I did chores about the Office. I stated to the Plaintiff previous to any conversation with him, that I thought Mr Bennett would be in presently & he could confer with him. I do not think that the one or two words explained by Mr Mott would change in any particular the substance of what Plaintiff said because I could readily get the substance of the conversation all along. The explanations so made by said Mott were made in the presence of said Plaintiff & in his hearing; I should consider they were assented to by him by his silence. What I have before stated the Plaintiff said to me in said conversation is the substance of the words used by him & understood by me. The Plaintiff spoke in English sufficiently well to understand him without a knowledge of the Swedish language. I could easily understand him.

Cross Examination by Plaintiff

I do not think I asked the Plaintiff to repeat any sentence or word which he had previously said because I did not understand him. It was my custom to remain in the Office of Bennett & Bines during their absence, as my object was to study I had no other business.

Therefore further to maintain the issues on his part introduced, as a witness Herman Bigelow, who being duly sworn testified as follows to me:

"I am an Attorney at Law, live at Galbra, I saw Plaintiff for first time at my Office in Galbra in July 1860. I then sustained the relation of Attorney to him as my client. I think Plaintiff has never paid me any retainer or other fee. I then held a conversation with Plaintiff about collecting his wages of 'Hannah' (Here Plaintiff's attorney objected to witnesses stating anything in regard to the conversation held with him at that time by Plff. and therefore the defendant examined the witness no further.)

Cross Examination by Deft

The Plaintiff talked very broken English, and would answer yes & no to the same question, and it was very difficult for me to understand him & I could understand only a small portion of what he said.

Re Direct by Deft

I had doubts as to what Plff said to me, but had no doubts of the legal effect of the contract as I understood it from him & I thought I understood it although he talked broken.

The Defendants counsel then moved the Court to exclude from the consideration of the jury, all that the said Witness Bigelow had testified of on cross examination - in regard to the conversation held in his Office with him as attorney. And therefore the Court instructed the jury orally generally that the jury should disregard what Plaintiff said to Mr Bigelow or other legal counsel in the way of getting legal advice.

The defendant here rested his case, and thereupon Plaintiff called as a Witness said Stanley Dunbar who further said as follows to wit
 "I became acquainted with the Plaintiff in July 1860. At first I could not understand near all he said. He has since worked for me, and I can now understand him much better

Crop Examination

"I have made contracts with him. I have some times told him to go to one end of the corn field and pick five rows of corn & he would go to the other end of the cornfield, not wilfulnup, because he did not understand, and pick two rows. Plaintiff then called as a witness said John Lincey, who further testified as follows to wit

"I was acquainted with Plaintiff in July last. I never conversed with him much "I could not understand all he would say"

The above and foregoing is all of the evidence offered in said cause in the trial thereof, either on the part of the Plaintiff or the Defendant
 Whereupon the Plaintiff moved the Court to give the jury the following instructions to wit

1st The jury are the sole judges of the evidence introduced before them and are not bound to give the same credit to every item of proof introduced before them but are entitled as their judgments may dictate to accept or reject any evidence as the circumstances surrounding the same may render the same reliable or unreliable

2^a A Witness may be impeached, or his testimony overthrown or weakened by other witnesses - his manner on the stand, his feelings towards the parties, inconsistency in his statements, his want of intelligence, or the means of deriving the facts of which he testifies. If the jury believe that any of the witnesses in this case have been impeached in any of the above modes, the jury will be justified in disregarding their evidence, unless such evidence has been sustained by other evidence in the case

3^a A contract to be complete & binding must be fully understood and be

clearly intended to by the parties contracting

1st

In this case the Plaintiff has a right in the first instance to recover from the defendant for the value of his labor proved in the case, and if the jury believe from the evidence that the Plaintiff worked for Defendant under a contract by which he had agreed to work for the Defendant for seven months at \$15 per month, and that by said contract, it was agreed that the Plaintiff should receive his pay at the expiration of each month, and the defendant did not so pay him, then the Plaintiff had the right to quit the service of the defendant and sue for what work he had done

2nd

In this case if the Defendant seeks to avoid himself of a special contract in order to avoid the payment for what work the Plaintiff had done, the burden of the proof is on him, and he must prove such contract to the entire satisfaction of the jury, or the Plaintiff will recover for what work he has done.

To the giving of which instructions, Numbered four (4) & (2) the defendant objected, but the court overruled the defendant's objection, and the same were read to the jury, to the reading of which the Defendant then and there excepted before the same were so read to the jury. And thereupon the Defendant moved the court to give the jury the following instructions to wit

1st

If the jury believe from the evidence that the Plaintiff Swan Erickson engaged to work for the Defendant Daniel Heacock, seven months for fifteen Dollars a month & that said Plaintiff left the employment of said Defendant - without justifiable cause before the expiration of the said seven months, they will find for the Defendant

3rd

If the jury believe from the evidence that the Plaintiff quit the service of the Defendant, before the completion of his contract on account of some difficulty or words between Plaintiff and Defendant, which Plaintiff had provoked, the jury are instructed, that such difficulty and words were no justifiable cause for the Plaintiff's quitting the service of the Defendant, and so far as this is concerned they will find for the defendant

4th

If the jury believe from the evidence that Plaintiff engaged to work for the Defendant for seven months from the 5th day of March A D 1860 at fifteen Dollars per month, and in pursuance of said contract commenced to work on the 5th day of March A D 1860, and quit the Defendant on the 22nd day of July A D 1860 without reasonable cause they will find for the Defendant

5th

If the jury believe from the evidence, that Plaintiff agreed to work for the Defendant for seven months at fifteen Dollars per month - the jury are instructed that such in law is an entire contract, as much so as if the agreement had been to work seven months for one hundred and five Dollars - that the entire labor is a condition precedent to the payment of any of the money, and that unless they further find from the evidence, that the entire amount of said labor has been done by the Plaintiff, or that he quits for just & reasonable cause before so doing, they will find for the Defendant

7th

The facts - if the same is proven by the evidence - that Plaintiff cannot speak English so that every word can be understood, shall have no effect with the jury to disprove a special contract with Defendant - if such contract shall have been proven to the satisfaction of the jury

6th

If the jury believe from the evidence that the Plaintiff engaged to work for the Defendant seven months for fifteen Dollars per month & if they further find, that said Plaintiff quit the service of said Defendant before the said seven months had elapsed without any sufficient cause, or for any cause the said Plaintiff had provoked, they are instructed that the Plaintiff cannot recover for the time he has labored

8th

If the jury believe from the evidence, that the Plaintiff agreed to work for the Def^t seven months for \$ 15 per month & entered upon the performance of that contract & afterwards left the Def^t's service, they are instructed that the law makes it necessary for the Plaintiff to prove that he the Plaintiff left for a justifiable cause & what that cause was

9th

The jury are instructed that a contract to work and labor for seven months at \$ 15 per month - such a contract is the same in legal effect as if the

Which said motion in arrest of Judgment & for a new trial the Court then made then overruled to which our ruling of which motions the said Defendant by his Attorneys then made then excepted

And inasmuch as the matters and things herein above contained do not appear of Record in said cause the said defendant prays that the his Bill of Exceptions may be signed & sealed which is now done

J. W. Howe 
Judge of C^a Courts of Missouri

And afterwards to wit, on the day and year last aforesaid to wit on the 25th day of April A D 1861. came the said Defendant and files his Bond in said cause, which Bond is by the Clerk approved, and is in the words and figures following to wit

Know all men by these presents that we Daniel J. Housel as principal and George Ferr and John S. Bennett as sureties are held and firmly bound unto Swan Erickson in the penal sum of three hundred dollars lawful money of the United States of America, for the payment of which well and truly to be made we hereby bind, ourselves, our heirs, executors & administrators and assigns firmly by these presents

Witness our hands and seals this day of April A D 1861

The condition of the above obligation is such that whereas in the 27th day of March A D 1861 at and during the March Term A D 1861 of the Circuit Court of Henry County and State of Missouri, the said Swan Erickson recovered a judgment against Daniel J. Housel for the sum of sixty seven & ⁵⁰/₁₀₀ Dollars, in a certain action appealed from a Justice of the Peace, wherein said Daniel J. Housel is Defendant and Swan Erickson is plaintiff, and whereas the said Defendant has taken an appeal from said Judgment to the Supreme Court of the State of Missouri

Now if the said Defendant shall duly prosecute said appeal, and

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and shall pay the said judgment, costs, interest and damages in
case said judgment shall be affirmed, then this obligation is to be
void, otherwise to be and remain in full force and effect

Daniel J. McNeill	<input checked="" type="checkbox"/>
Geo. Fox	<input checked="" type="checkbox"/>
John S. Bennett	<input checked="" type="checkbox"/>
Wm. H. Boies	<input type="checkbox"/>

State of Missouri
Henry County

I Amos Gould Clerk of the Circuit Court of Henry
County in the state aforesaid, do hereby certify that the above and
following is a full true and perfect copy of the Record of the proceedings
had in said cause as appear from the Records of said Court in
my Office

Witness Amos Gould Clerk of said Court and the seal thereof this
27 day of January A D 1862



Amos Gould Clerk
By E S Bond Deputy

A. P. P.

In the Supreme Court
Third Grand Division, State of Illinois
Ottawa, April Term A. D. 1862.

Daniel J. Russell, Appellant, } Appeal
vs. } from
Swan Erickson, Appellee, } Henry.

And now comes the said Defendant by
J. S. Bennett, his attorney, and says
there is manifest error in the written
foregoing Record - in this, to wit -

- I. The Court below erred in giving
instructions to the jury on the part of the Plaintiff
instructions numbered two (2) and four (4)
asked by said Plaintiff.
- II. The Verdict of the jury was Contrary to the
Law and instructions of the Court, given
on the part of Defendant.
- III. The verdict of the jury is Contrary
to the evidence - and can not by the
evidence be sustained.
- IV. The Court below erred in granting the
Motion in arrest of judgment and for a
New trial.
- V. The Court erred in rendering the judgment.
The judgment was for the Plaintiff - it should
have been for the Defendant.

The appellee says that J. S. Bennett
there is no error in the said
record &c. Milton J. Peters atty for appellee } Atty for Deft.

17.

and shall pay the said judgment, costs, interest and damages in case said judgment shall be affirmed, then this obligation is to be void, otherwise to be and remain in full force and effect

Daniel J. McNeill	
Geo. Furr	
John S. Bennett	
Wm. H. Boies	

State of Missouri
Henry County

I Amos Gould Clerk of the Circuit Court of Henry County in the state aforesaid, do hereby certify that the above and foregoing is a full true and perfect copy of the Record of the proceedings had in said cause as appears from the Records of said Court in my Office

Witness Amos Gould Clerk of said Court and the seal thereof this 27 day of January A D 1862

Amos Gould Clerk
By E. S. Bond Deputy



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Geo. Cochran

ats.

Daniel J. Keenell

Thos. Henry Covert Covert

Recd & Enos.
+ Joinder in Enos

Filed Apl. 3^d - 1862
L. Ireland
Clk.