No. 14767

Supreme Court of Illinois

Belcher et al

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vs.

Duzen

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STATE OF ILLINOIS,

S[illegible]ME COURT,

THIRD GRAND DIVISION.

No. 36

J. W. Addleton & Co., Stationers, 196 Lake St.

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IN THE

SUPREME COURT OF THE STATE OF ILLINOIS,

For the Third Grand Division,

APRIL TERM, A. D. 1865.

WM. H. BELCHER AND GEO. A. BELCHER, vs. PETER VAN DUZEN. } ERROR TO LASALLE.

BRIEF FOR DEFENDANTS IN ERROR.

This was an action of Replevin brought by plaintiffs in error against defendant in error for a lot of farming implements and some farm products.

The issues were—

That defendant had'nt detained the property;

That 'twas'nt plaintiffs property;

That 'twas defendants property.

And the only question in the case is, whether the Court below erred in dismissing the suit for want of jurisdiction of the subject matter on motion of defendants.

As to the other errors assigned of admitting improper evidence for defendant in error and excluding proper evidence offered by plaintiff in error.

We presume they are not urged with any seriousness, but were as a make weight.

Filed May 1, 1865
L. Leland Clk

The abstract itself shows that the witness, Foot, was only prevented by the Court from answering questions where there was better evidence in writing, or where his mere opinion was called for, (and in the latter case he was permitted to state all the facts and circumstances,) or where his information was only by hearsay from plaintiffs.

All the questions noted in the Brief of plaintiff in error as having been excluded by the Court were liable to the same objections.

As to the main question before the Court—

There are two written contracts in this case: One under which the firm composed of George A. Belcher, William H. Belcher and Peter VanDuzen was organized, Abstract pages 15 and 16, and the other a contract of hiring between George A. Belcher & Co. and Charles Foot, Abstract pages 2 and 3, which we think are decisive of this case.

Counsel for plaintiffs in error admit that the contract upon pages 15 and 16 of Abstract is a partnership contract, and a reference to it will show that the three persons were partners in the business of conducting the Spring Valley Farm; that the farm (only another word for the partners) should be charged with all expenses and credited with the sale of products and the estimated cash value of the tools.

Of course if the expenses exceeded the credits, there would be a loss, one-third of which would have to be borne by VanDuzen, so he was to participate in losses as well as profits, and by the authorities cited by plaintiffs in error this would constitute a partnership.

Beecham vs. *Dodd*, 3 Harrington 485;
Bradley vs. *White*, 10 Met. 303;
McCauley vs. *Cleveland*, 21 Mis. 438.

See the following cases in our own Court:
27 Ill. 365;
Stevens vs. *Faucet*, 24 Ill. 483.

The fact of there being an independent covenant on the part of the Belchers to erect a Sorghum Mill does not change the nature of the contract, for there may be collateral undertakings between partners as to matters foreign to the partnership business.

Now as to the contract of the firm with Charles Foot, Abstract pages 2 and 3.

There is in it no allusion to or provision for a change of the contract of partnership. It is simply a contract of hiring in which the firm agree to pay Foot for his labor on the farm. Under the partnership contract this would have to be charged to farm, and one-third of it come out of VanDuzen.

Foot is called as a witness and swears that he at one time had possession of some of the replevied property, but *that it all came into his possession under the contract of hiring.* Abstract page 4; also page 5. Then 'twas in the possession of the firm.

Foot further states that all of the implements replevied were those used on the farm. Abstract page 7.

And that the cane seed, etc., was raised on the farm, and I cannot find any evidence whatever even tending to show any other state of facts.

The case stands then like this: Plaintiffs introduced evidence showing that the replevied property belonged to firm of Geo. A. Belcher & Co., and was in their possession during the summer, and that in the fall it came into the hands of VanDuzen, one of the firm, and close their case.

Defendant then shows to the Court the contract of partnership and enters his motion to dismiss the cause for want of jurisdiction, which was done.

An objection to the jurisdiction in reference to the subject mattter is never out of time, but may be taken after issues joined trial and verdict.

Stoughton vs. *Mott*, 13 Vermont 181;
Fidler vs. *Hall*, 2 Met (Ky.) 461.

The law is well settled that one partner cannot bring an action at law against his co-partner upon any partnership transaction until after final settlement and account.

Murray vs. *Bogart*, 14 Johns. 318;
Hullstead vs. *Schmelzel*, 17 Johns. 80;
Oidorne vs. *Woodman*, 39 N. H. 541;
Harris vs. *Harris*, Ib. 45;
Succession of Powell, 14 La. An. 425;
Pattison vs. *Blanchard*, 6 Barb. 537.

'Tis also settled that one partner cannot maintain Replevin against another for the recovery of the exclusive possession of the partnership property.

Agel vs. *Betz*, 2 E. D. Smith, 188.

Nor can one partner sue for damages for fraudulent removal of firm property; his remedy is a suit for an injunction and a receiver.

Cary vs. *Williams*, 1 Duer. 667.

So a Court of Law has no jurisdiction where the subject matter is a controversy between partners about unsettled matters of the firm.

In this case there was nothing even tending to show a settlement, and 'twas certainly no more nor less than a controversy between partners as to partnership property.

All the evidence shows this, and the Court saw that there was no escape from that conclusion.

But plaintiffs in error insist that the Court should have allowed the jury to find in the case. What should they find? Surely

no finding of the jury was necessary in order to enable the Court to determine what was the subject matter of the controversy, and this was all that 'twas necessary for the Court to know.

And this it may ascertain from the evidence as well as from the pleadings.

In appeals from Justice of the Peace, the Circuit Court hears the evidence, and if from that it appears that the Justice had not jurisdiction of the subject matter, dismisses the suit, and this is the only mode of proceeding where the want of jurisdiction does not appear from the papers in the case.

Ballard vs. *McCarty*, 11 Ill. 561;
Rogers vs. *Blanchard*, 2 Gilm. 335;
Swingley vs. *Hames*, 22 Ill. 216.

GLOVER, COOK & CAMPBELL.

36 713

IN THE

SUPREME COURT OF THE STATE OF ILLINOIS,

For the Third Grand Division,

APRIL TERM, A. D. 1865.

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Filed May 1. 1865
E. Edwards Clk

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McCauley vs. *Cleveland*, 21 Mis. 438.

See the following cases in our own Court:
27 Ill. 365;
Stevens vs. *Faucet*, 24 Ill. 483.

STATE OF ILLINOIS, SUPREME COURT, } ss. The People of the State of Illinois,

To the Clerk of the County Court for the County of La Salle Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the County Court of La Salle County, before the Judge thereof, between George A. Belcher & William H. Belcher

plaintiffs and Peter Van Duzen

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

as we are informed by their complaint and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the first Tuesday after the third Monday in April ~~next~~ A.D. 1864, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Pinckney H. Walker

Witness, The Hon. ~~JOHN D. CATON~~, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 7th day of April in the Year of Our Lord One Thousand Eight Hundred and Sixty four

L. Leland

Clerk of the Supreme Court.

by J. B. Rice Deputy



36 173

George A. Belcher
et al.

No. 136 vs.

Peter Van Duzen

WRIT OF ERROR.

FILED April 7th A. D. 1864

L. Leland
Clerk.

STATE OF ILLINOIS,
SUPREME COURT. } ss. The People of the State of Illinois,

To the Sheriff of La Salle County, GREETING:

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the County Court of La Salle County, before the Judge thereof, between George A. Belcher & William H. Belcher plaintiffs, and Peter Van Duzen

defendant, it is said that manifest error hath intervened, to the injury of the said plaintiffs as we are informed by their complaint the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said Peter Van Duzen

that he be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April A. D. 1864, to hear the record and proceedings aforesaid, and the errors assigned, if he shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Peter Van Duzen

notice, together with this writ.

Witness, The Hon. Pinkney H. Walker, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 7th day of April in the year of our Lord One Thousand Eight Hundred and Sixty-four

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

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George A. Belcher
& William H. Belcher
vs
Peter Van Duzen

Sci fa

State of Illinois
La Salle County } ss

The within named
Peter Van duzen
not found in the
Service of this Writ
April 18th 1864
W. R. Williams Shff
by Barnes Deputy

Fees 1 00

Filed April. 20. 1864.
L. Melan
Clk.

136

STATE OF ILLINOIS, SUPREME COURT. } ss. The People of the State of Illinois,

To the Sheriff of La Salle County, GREETING:

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the County Court of La Salle County, before the Judge thereof, between George Belcher and William H. Belcher

plaintiff, and Peter Van Duzen

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

as we are informed by their complaint the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same in due form and manner, according to law: Therefore, We Command You, as we have before commanded you, That by good and lawful men of your County, you give notice to the said Peter Van Duzen

that he be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April A. D. 1860, to hear the record and proceedings aforesaid, and the errors assigned, if he shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Peter Van Duzen notice, together with this writ.

Witness, The Hon. Pinkney H. Walker, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 25th day of January in the year of our Lord One Thousand Eight Hundred and Sixty-five.

L. Leland

Clerk of the Supreme Court.

Trust Spc. 236

George A. Belcher
et al.

No. vs.

Peter Van Duzen

Alias SCIRE FACIAS.

State of Illinois } ss
La Salle County }

I have served this Scire Fa by reading the same the within named Peter Van Deuzen this 22nd day of March 1865.

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W. F. Whitmor... Dep

Service 50
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FILED April 6 A. D. 1865

L. Leland Clerk.

(35)

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM, A. D. 1865.

WILLIAM H. BELCHER,
GEORGE A. BELCHER,
vs.
PETER VAN DUZEN.

BRIEF FOR PLAINTIFFS IN ERROR

BY

LELAND & BLANCHARD.

STATEMENT OF THE CASE.

Plaintiffs and defendant entered into a contract in writing on the sixth day of March A. D. 1863, in the words and figures following, viz: (See Abstract page 15.) After Van Duzen entered upon the performance of said contract on his part, he became by sickness physically disabled, to such an extent as to be unable to attend to business. Thereupon plaintiffs at the request of defendant entered into a contract with one Charles Foot in the words and figures following, viz: (See Abstract page 2.)

And the care and management of said farm mentioned in said contracts was entrusted to said Foot. Subsequently Van Duzen recovered, then by agreement the farm was divided, and Van Duzen managed one division and Foot another. All the farming utensils, furniture and cooking utensils, replevied as hereinafter mentioned, were furnished by plaintiffs, and was their sole and individual property.

At the proper time Van Duzen, the defendant, refused to surrender possession of said property to plaintiffs upon demand of him by them therefor, and claimed that he had a landlord's lien thereon for an alleged balance due him from plaintiffs.

Thereupon plaintiffs replevied the same.

The testimony of Charles Foot upon the trial shows clearly that the replevied property belonged to plaintiffs.

The defendant, after introducing in evidence the contract between plaintiffs and defendants, moved to dismiss the replevin suit for want of jurisdiction, for the reason that it appeared from said contract that plaintiffs and defendant were partners. The Court sustained the motion, and dismissed the suit.

ARGUMENT.

Whether said plaintiffs or defendant, by virtue of said contract, were partners to any extent—for any purpose, under any circumstances—as to third parties or between themselves, is a question we shall not attempt now to answer, for it does not arise in this case. Allowing that they were partners for some purpose, what then? does it follow that one partner cannot maintain an action of replevin against his co-partner for his individnal property? Clearly not. How did the Court arrive at the conclusion that they were partners? From the evidence, of course. What evidence? Why the written contract between plaintiff and defendant. Suppose the question of partnership had been one of the issues involved in the trial. Was it an issue involving solely a question of law or fact? If the latter, it was the province of the jury to decide whether they were partners or not. It certainly was the province of the jury to determine whether such a contract was made by the parties or not.

The issues in the case at bar were submitted to a jury, the only question being whether the property was the property of plaintiffs—or rather, whether defendant was guilty of an unlawful detention of the same. Now could there be a final adjudication of the case without a verdict of the jury empanneled to try the cause?

The Judge decided that the plaintiffs and defendants were joint owners of the property because they were partners. Suppose they were joint owners—was that the business of the Court or jury to decide? All such questions were for the jury to decide, under the instructions of the Court as to the force and effect of the written contract or other evidences.

Doggett v. *Jordan*, 2 *Florida*, 541.

If the jury had believed from the evidence that they were partners and the property was partnership property, they would have said by their verdict, not guilty. Allowing that the property was partnership property—even then one partner might have been entitled to the possession for the time being, to the exclusion of the other partner.

Again, suppose they were partners so far as the profits were concerned A receipt of a share of the profits did not create a partnership in the property replevied.

McCauley v. *Cleveland*, 21 *Mis.* 438.
Bradley v. *White*, 10 *Met.* 303.

What constitutes a partnership is a question of law. The existence of a partnership is a question of fact. The former is for the Court, the latter for the jury to decide.

Beecham v. *Dodd*, 3 *Harring* 485.

We think many errors were committed by the Court below in not permitting witness Charles Foot to answer questions asked by plaintiffs.

The witness was not permitted to state for whom he was doing business, because his contract was in writing. Nor who was the owner of property replevied. (Ab. 2.)

Witness was not allowed to state for whom he held possession of the replevied property.

Nor even to state if he knew who was the owner thereof.

Witness was not allowed to state who furnished him with farming implements; being the same that were replevied. Nor to state whether he knew who composed the firm of George A. Belcher & Co.

Witness was not allowed to state who gave him directions about his employment. (Ab. 5.)

The bill of exceptions is printed in full, and we ask Your Honors to read the same in full, for it is full of errors of a kindred character with those to which we have referred.

Plaintiffs asked the questions to which objections were sustained, with a view that the answers of witness would tend to show who was the owner of the replevied property, by disclosing the relations existing between the parties, &c., &c.

None of the questions called for answers which would tend in the least to contradict or explain the written statement.

A contract is one thing, performance of a contract is another thing.

The former, if in writing, must be proved by the writing, the latter can be proved by parole. The Court failed to notice any distinction between the covenants in a contract and the performance of those covenants. Under the ruling of the Court a party to a contract could never show performance thereof because the contract was in writing.

We do not see how a reversal of the judgment can be avoided.

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Wm H. Belcher et al

vs

Peter Van Dusen

Writ of Error

Filed Apl. 10. 1865.

Clk.

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM, A. D. 1865.

GEORGE A. BELCHER,
WILLIAM H. BELCHER,

vs.

PETER VAN DUZEN.

} ERROR TO LASALLE COUNTY COURT.

ABSTRACT OF RECORD.

Replevin by Plaintiffs in Error *vs.* Defendant in Error.

2 Plaint for 5 stubble plows, 2 buggy plows, 1 corn planter, 1 harrow, 3 cultivators, 36 hoes, 12 corn knives, 3 stoves and pipe, (1 cooking and 2 heating stoves,) 4 bedsteads, 12 common chairs, 12 straw mattresses, 12 straw pillows, 12 pair blankets, a lot of cane seed.

11 Demurrer to narr. overruled.

1 Pleas—1st. Non-detinet.

8 2d. Not property of plaintiff.

3d. Property of defendant and not plaintiff.

10–11 Demurrer to fourth plea—sustained.

11 Trial by jury.

BILL OF EXCEPTIONS.

CHARLES FOOT testified.

By Defendant—Was there not a paper or written contract under

which you came on to the Spring Valley farm: Yes. Produces the paper and testifies:—I never claimed to own the property replevied, but did claim the possession of part of it to use on the farm if I could get it. I had right of possession to use on the farm up to the first day of January. I took hay out of the stack replevied for the stock on the farm. I did claim the right to use the tools on the farm under the contract of employment. Defendant objected to witness testifying overruled. Defendant excepted. I went to Spring Valley farm, April 13th, 1863, and worked until January 7th or 8th, 1864, then left.

15 *Question by Plaintiff.*—Were you at work for yourself or some one else, and if for some one else, who were you at work for:

15 *By Defendant*—Was your contract of employment in writing? Ans. —Yes, it was the one shown to the court and under which I worked.

Defendant objected to witness answering the last question because the contract of employment was in writing. Objection sustained. Plaintiff excepted.

I was at work for myself.

By Plaintiff—For whom were you employed? Objection by defendant because said witness says his employment was in writing. Objection sustained. Plaintiff excepted.

I was on the farm when the property in controversy was replevied, and assisted the officer in removing the property.

I knew the stubble plows replevied; some of them was got of Snebly; some of the men under my employ got the plow of Snebly by his consent.

By Plaintiff—Who was the owner of the plow? Objection by defendant. Sustained. Exception by plaintiff. The Court stated that the witness might state facts and circumstances relative to ownership, but not his mere opinion.

I had possession of the plow after it was got from Snebly; I used the
16 plow on the farm and held possession under the contract between myself and George A. Belcher & Co. before mentioned.

16 Plaintiff read contract in evidence, in words and figures following:

LaSalle County, State of Illinois.

Articles of agreement made and entered into this tenth day of April, 1863, by and betwen Geo. A. Belcher & Co. of the first part and Charles Foot of the second part:

Now this indenture witnesseth that the said George A. Belcher & Co. have this day hired and employed the said Charles Foot, his wife and daughter, from the date of this agreement for and during the time and until the first day of January, 1864; and the said Foot agrees to devote his time and attention to working and managing the Spring Valley Farm, and that his wife and daughter shall take charge of and superintend the Stone House, keep and provide a separate table for the family of C. Snebly and said Foot and such other persons as may visit or stop at said house; and said Foot is to keep an account of all monies received from persons visiting or boarding at said house; and the said Foot and his family is to keep and provide a separate table for as many men as the said Geo. A. Belcher & Co. may be required to employ for building and manufacturing purposes on said farm; and the said Geo.
17 A. Belcher & Co. agree to pay for all the help required for said purpose, and agree to furnish and provide whatever is necessary to carry on the house; and the said Geo. A. Belcher & Co., in consideration of the services to be rendered by the said Foot and family, agree to pay him seven hundred dollars, two hundred dollars of which in sums as he may require for use, and the balance, say five hundred dollars, at the expiration of this agreement.

[STAMP] GEO. A. BELCHER & CO. [SEAL]
CHARLES FOOT. [SEAL]

17 *By Plaintiff*—Who did you have the possession of the plow for?

Objection by deft. Sustained. Exceptions by plff.

The property that came into my possession on the farm was either under the contract or other written instructions.

I don't know who the company were except by the declarations of the
17 plaintiff. Geo. A. Belcher & Co. was the name of the firm I did business with.

There were three Peru plows on the farm when I went there; I got one at Peru and there was one came by railroad to me or Van Duzen, and one of the plows replevied was one of these five; they were all used
18 on the farm when I went on the farm. VanDuzen was sick and said he was glad I had come; that he was sick and unable to take charge of things; that somebody was needed there and that he had written to George Belcher about it, and said he turned over to me all the tools, farming implements and management of the farm, also some groceries and provisions, books, &c. Van Duzen said nothing about the ownership of the property so turned over to me. I kept possession or control of the property and management of the whole farm until May.

The first I saw of buggy plows they were brought from depot by teams employed on the farm; I used one and VanDuzen the other; they were directed to me.

By Plaintiff—Who sent them to you?

Deft objected to witness answering the question, as the witness stated he was not present and only knew from a letter he received that they had been sent and that said letter was in existence and under his control in Bureau county in this State. Objection sustained. Plff excepted. All the property I held was under the contract between George A. Belsher & Co. and myself, read in evidence.

18 One of the cultivators replevied was one of a lot of three sent to Utica to my address; VanDuzen used one and I used the other two. The
19 other cultivator replevied I know nothing about except by hearing it came on the farm in June.

The two stoves replevied were small coal stoves; don't know where they came from except from hearsay. VanDuzen had them in his possession when replevied; they were brought to his house in October.

VanDuzen came down to the store-room for some pipe; he said Belcher had sent him some stoves, and he had not pipe enough for them. He got some pipe from the store-room.

By Plaintiff—Do you know who was the owner of the pipe? Objection by deft. Sustained. Exception by plff. The Court stated that witness might state the facts and circumstances relative to the ownership but not his mere opinion.

A lot of pipe and a stove came there at one time, directed to George A. Belcher.

The plff, William H. Belcher, lives in Chicago.

VanDuzen told me he bought about thirty hoes for the farm in Ottawa. I bought about fifteen hoes for the plff; some of those he bought, and those I bought were of the same kind. Nor part of those I bought were replevied, for when I left I gathered them up and put them in store-room. The replevined hoes were in the house occupied by DanDuzen.

Most of the cane seed replevied was raised on the north part of the
20 farm, which I had charge of; there was from fifteen to twenty bushels cane seed replevied. About two-thirds of the amount replevied was Grey Top, and all the Grey Top was raised on my part of the farm; there was some eight or ten bushels of that, the balance was black seed in boxes; can't tell where was raised.

The stock of hay was drawn and stacked by men and teams working under VanDuzen. One pair of woolen blankets were replevied ; they were small grey double blankets.

I saw two boxes of blankets on the porch of the house occupied by VanDuzen ; they were small grey double blankets.

Witness stated that he knew the handwriting of Peter VanDuzen, the defendant, and had seen him write. Witness swears to the signature of VanDuzen to letters No. 1, 2 and 3, also to statement No. 1 and 2.

The corn planter replevied I got at Utica, where it came addressed to me ; there were two of them ; I and VanDuzen used them for planting cane seed on the farm.

By Plaintiff—Who furnished you with all the tools and implements used on the farm? Objected to by deft. Sustained, as witness had stated that he received them under the written contract, and plffs excepted.

21 *By Plaintiff*—Do you know who composed the firm of Geo. A. Belcher & Co., with whom you made the contract ?

Answer—I know who I made the contract with: I do know at the time I made the bargain with William H. Belcher ; he told me— Here deft objected to witness answering further. Objection sustained. Plff excepted.

I know George A. Belcher and William H. Belcher.

State if you know whether or not George A. Belcher and William H. Belcher claimed to be members of the firm of George A. Belcher & Co. with whom you contracted, and whether you ever knew of any other persons claiming to be members of said firm ? Objection by deft. Sustained. Plff excepted.

I don't know of any acts of the plff showing a partnership prior to and at the time of the execution of the contract with me.

By Plaintiff—Who directed you in what you did under the contract ? Objected to by deft. Sustained. Plff excepted.

By Plaintiff—After you went on the farm, did you receive directions from any one in regard to the management of the farm ?

I did.

By Plaintiff—Who gave such directions ? Objected to by deft un-

22 less such direction were not in writing or given when on farm, or in presence of deft. Sustained, and plff then and there excepted.

William Belcher was on the place twice during the season; looked over the farm and gave me some directions. George A. Belcher came there last of August and took charge of the mill and manufacturing department, and directed the labor there. The mill was on Hitt's land adjoining the Snebly place.

Do you know of any other person or persons acting in a manner that indicated that they were members of the firm of George A. Belcher & Co. except said George A. Belcher and William H. Belcher? If so, state what those acts were. Objection by deft and overruled. Deft excepted.

Answer—I do not.

By Plaintiff—Where was the cane taken from that was ground at the mill? Objection by deft overruled. Deft excepted.

Answer—The cane grown on the farm was taken there. No persons except William H. Belcher and Geo. A. Belcher ever gave any directions in the management of the farm.

By Plaintiff—If George A. Belcher gave you any directions, state what they were.

From September 1st to January 1st he directed me to cut cane and
23 haul and buy coal and pay off men. A division of the farm was made between VanDuzen and myself about the 1st of May, 1863. The road runs east and west through the farm; VanDuzen took the south side of the road and I took the north side of the road. We divided the teams and men. VanDuzen took sufficient teams and men to cultivate the south side, and I took the balance. There is in all about 400 acres of plowed land. There is on the south side of the road about 110 acres or 120 acres.

By Plaintiff—State whether or not any one directed you to divide the land in that way? If so, who?

Answer—I had directions by letter.

Deft objected to witness stating from whom he received the directions by letter and what the directions were. Objections sustained. Plff excepted.

I know the handwriting of Chew Snebly, George A. Belcher and William H. Belcher.

I was present on the 27th of January, 1864, at the house of Van Duzen when George A. Belcher made a demand of VanDuzen for plff for the property replevied. Said demand was both verbal and written. I have a copy of the written demand which I saw Belcher hand to Van-
24 Duzen. (Witness produced copy of written demand.) VanDuzen replied to the demand that he had a landlord's lien upon the property and should not give it up. VanDuzen had not read the written demand at the time of his reply. Defts admitted that a sufficient demand was made. After VanDuzen turned over the tools and farming implements, I directed the plowing and cultivation of the whole farm until the 7th of May, when VanDuzen recovered his health, and when the said division of the farm and implements was made. After division I occupied north side and VanDuzen south side of road. I cultivated the cane on north side, and harvested it and took it to mill. I directed the men working these and hired some of the men and teams and paid them; part of the money I paid them with, came to me in letters containing checks, and part was given me by George A. Belcher in money and checks.

By Plaintiff—State if you know who sent you the checks. Objection by deft, and sustained, witness having stated that all he knew was by letter in his possession or under his control, and plff then and there excepted.

Don't know who paid men on south side except from hearsay.

In May or June last was present with VanDuzen in Bank when he got a check cashed for $100 to $150; he said he got it from William H. Belcher.

25 On the last of December or first of January last I heard George H. Belcher read over to VanDuzen a list of checks and money that VanDuzen had received. VanDuzen said that it was all correct except $50, which he said he had not got; do not recollect the aggregate amount.

By Plaintiff—State as near as you can the amount of the checks and money so read over to VanDuzen. Objection by deft. Sustained. Plff excepted.

The list read over was in pencil and I do not remember whether it was on paper or on George's memorandum book; George told VanDuzen that he took the statement from the fly book; that the cash book was in the safe and Mr. Hunter had the key. VanDuzen controlled the south side of road. I furnished groceries from the store house to VanDuzen's men. William H. Belcher furnished the groceries. The implements replevied were used on the farm.

CROSS EXAMINATION.—Witness shown Brewster's bill and says the plows I talked about are described in the bill, and the rest of the plows on the place are like those described in the bill. I found the Snebly plow on the farm; 'twas an oldish plow, lead colored beam; don't know only by hearsay that Snebly ever owned it. There was another plow with lead colored beam. I won't swear that the replevied plow was the one I called the Snebly plow, for I might be mistaken.

26 The stoves were up in VanDuzen's house when taken. One of the stubble plows came from Peru, and the other was the lead colored beam.

First saw one of the cultivators on south side of road in the field; Crittenden was using it. The other came from Chicago. I only know because I had a letter from Chicago. Don't know whether they were made in Ottawa or not. One was a single horse cultivator and the other a two-horse Gopher; the first was in running order when replevied and the tongue out of the other. The hoes taken on writ were not of the lot I bought, and I only know of the lots bought by me and VanDuzen. I did not say I hired all the hands that worked on the north side. There were some hands on the farm when I went there; can't tell how many I hired. I have not intended to swear that VanDuzen was not there all summer, hiring men, working and giving directions and paying men. I did consult with VanDuzen about working the farm; I never directed him. When I entered into the contract with George A. Belcher & Co. it was at the Steam Sugar Refinery—the firm of Hunter & Brother in Chicago, and there I have always seen William H. Belcher whenever I went to see him. He had no office of his own in Chicago that I ever
27 heard of, nor did George A. Belcher & Co. I have sworn that I cultivated the whole north side of the road. There was about thirty acres of oats sown on the north side of the farm before I went there which I had nothing to do with; it was afterwards used for feed for all the teams. I had reference to the cane; only about two-thirds of the land on north side was in cane—should say over 200 acres.

Anderson, Lane and Loomis had gardens on north side, besides one at White house where Anderson lived. House, garden and oats measured about 34 acres. Belcher wanted VanDuzen at one time to discharge a man; he refused to discharge him and did not. The men worked on both sides of the road. Before I went on to the farm and when I went to see Belcher about hiring out there, and VanDuzen said he had one-fourth of nett profits. George A. Belcher came there about first of September and boarded at store-house.

By Defendant—State if there was not a large amount due hands that worked on the north side when you left. Court refused to allow witness.

to answer the question and excluded all the testimony in chief about witness paying the hands on north side and the list of checks admitted by VanDuzen to George A. Belcher.

The single cultivation was yellow; I first saw it on the place when it was replevied; it was in VanDuzen's house. The two-horse Gopher was blue; no tongue in it. I think we did not take a red Gopher, two shovels on a side: When stoves were replevied there was a cooking stove left in the house.

I was first on the farm March 17th I believe.

The following letters repectively numbered 1, 2, 3 and 6, from VanDuzen to William H. Belcher were read in evidence.

The deft objected to the same and excepted to the ruling of the court in allowing the same to be read in evidence.

No. 1.

28 Your of the 9th, endorsing check for $150, received, also stoves and other goods for house. We will get on very well now as far as house accommodations are concerned, and perhaps I had better say nothing about mill and crops. There has been a few gallons of syrup made, and a few loads of cane drawn, and a few men to take care of crops. We have had two very heavy frosts; this morning the cane was frozen hard as sticks of wood. There has been men enough the last month wanting work and got turned off, now there are not enough to be had; there is not half enough at the mill and only a few in the field to cut and load; we should have fifty or sixty more than we have. George and me arranged matters and I was to take care of the boarding house and gather all the seed, while Mr. Foot looked after men in the field. I am taking great pains to collect good seed and keep each kind separate. I think the seed will pay for gathering, as a large quantity will be wanted next year. As regards the syrup crop, I am about discouraged, but will do anything you think best to forward the work.

29 No. 2.

Rohrer has commenced moving and Anderson is arranging his furniture, and will go north with his family to-morrow. I shall have to get stoves unless you can send down two for warming the bar and dining room; and I would like to know if you will send bedding for the men, or shall I get it in Ottawa. I can get mattresses for $5.50 apiece, large enough for two men. The ticks you sent are intended for one man only, and the blankets are too small for two men. We will have to provide for a large gang of men. Now it is late in the season, and the cane will have to be cut soon. I could put up scaffolding with board and

scantling, and put on mattresses and save buying bedsteads, if you thought best. Blankets and pillows would be wanted. I got cotton and have sheets made. The mill will be ready some time this week. What is best to do with the cane at Utica? Shall I have it drawn now while the roads are good, and piled up in the yard, or shock it up in the field? Mr. Crittenden can get boarded in Utica, but it costs him more than to board himself and family, and he would not have a place for wintering. He says he would like to sell his teams, harness and wagon for a fair price to you, and he could get in business for a year at LaSalle. He will take $500 for his two span of horses, harness and wagon. I think you had better buy them and let him go.

31 No. 2.

Yours of the 6th received. As regards implements, I can get on very well with with what I have at present, and I think they are as good as I can get. The irons you sent have not come to hand yet; may be at Utica. I feel quite encouraged with the crop: the cane is coming up quite thick and we have been through it once and commenced the second time; can keep the weeds down all except in the rows which will have to be hoed. I have seven cultivators going, and will have 8 or 10 hoes as soon as I can get the hands. I have 8 men and boys in my department, and 4 teams; will need about $150 to square up for work and feed to 1st June. I used funds to pay for cultivators and implements, as you will see by bill of farm expenses, and left some balance stand over. The bill I enclose is the whole of farm expenses up to 1st May; and the expenses on south side to June 5th. No laborer included in June. My expenses will be larger for a few days. If I can get hands to hoe the cane once then I feel confident we can keep ahead of the weeds. With the horse work and cultivators; we get over about 50 acres per day with cultivators. Mr. Foot is still puzzling his head with buggy ploughs, as they call them. I am content with smaller implements.

P. S.—Some of the men misunderstood the per centage. They think it was only for one month at a time. The second month they expect to get what was held back the first. Explain in your next, also send me bill of Mr. Rohrer's meat; you sent the price, but not the amount of *pounds*. Also send price of last potatoes. The planters I put down without price, not knowing the price. The balance due in my accounts is part for labor and part for feed and implements. The weather is dry and cool; some frost the last two mornings. What kind of seed did you send last? Send some more of early Imphee, if you have it.

32 No. 6.

Yours of 17th, enclosing check for $200, received; also yours of 20th, and the shipment of flour, potatoes, seed and safe all received in good

order, and I had liked to forget to say buggy plows also; I am using one; find it a good implement for cane culture. After it gets up a few inches high it works better than the Peoria plow does. We are having a hard fight with the weeds; the drouth is very severe on the small cane; some is dying for want of moisture, while other kinds are doing well. The African canes grow very slow, that is the most of them; some kinds grow ropid like corn. I have fifteen hoes at work, and from 8 to 15 boys pulling weeds; the boys come and go; 7 left yesterday; they get tired stooping down, but they can do it better than men. I paid balance due in May to some parties out of the $200 sent, and the men and boys took nearly all balance Saturday evening. Hoping to see you here soon, I remain.

Following bill proved by Foot to be in the handwriting of deft, and read in evidence. Deft objected, and excepted to the ruling of the Court in overruling the objection.

33 *March*, 1863. *Spring Valley Farm Dr. to Sundry Amounts Contracted for by* P. VanDuzen, *Supt :*

March 17.	To freight on two plows, - - -	$ 0.30
	" hay and feed for horses, - - -	5.00
April 13.	" cleaning cellar drains, - - -	12.00
	" hay from Hardy, - - - - -	55.00
	" 5 plows from Peru, - - - - -	67.00
	" 1 plow from Ottawa, - - -	15.00
	" 1 " " Crittenden, - - -	12.00
	" repairing plows, - - - -	75
Farm Cr.	By moving Foot, - - $9	
	" working in Foot's garden, 8	
20.	To hay cutter, - - - - -	9.00
	" seed oats, 70 bush., 60 cts. per bush., -	42.00
	" 5 plows from Clinton, - - -	77.00
	" freight on same - - - - -	55
	" 347 bush. corn for feed, - - -	149.62
	" ½ ton hay from Snebly, - - -	9.00
	" freight on implements and goods, -	7.20
30.	" O'Wums and team for work, - -	36.60
	" Wm. Ellis for work, - - -	20.29
	" J. Camle, work with team, - -	17.26
	" D. McDonald, " " - - -	27.56
	" Wm. Regan, - - - - -	10.46
	" E. Rohrer and boy, - - - -	66.20
	" R. T. Anderson and team, - - -	46.75
	" E. H. Crittenden, - - - -	37.74
	" B Lane, team and feed, - - -	32.94
	" A. T. Kemp, - - - -	35.77
	" G. B. Homer, - - - -	28.00
	" C. Snebly, team and feed, - -	13.00
	" E. Rohrer, for men's board, - -	101.96

	" H. Baker, - - - -		30.00
	" C. R. Homer, - - - -		5.77
Farm Cr.	By feed for idle horses, -	$8.20	
May 31.	To E. Rohrer and team one month, -		30.00
	" " " for boarding 4 men one month,		35.44
	" A. T. Kemp, amt. month work, -		30.00
	" E. H. Crittenden, - - - -		57.00
	" Roher's two boys $10 each, - -		20.00
	" lumber for drags, - - - -		3.50
	" dray teeth and bolts, hoes, &c., - -		9.56
	" salt for horses, and nails, - - -		1.45
	" freight on potatoes and plows, - -		2.71
	" hay from Dutchman, - - -		3.50
	" bolts, chain and iron, - - - -		5.26
	" sweet potatoes, plants and peas, -		2.50
	" expenses at Ottawa, - - - -		3.00
	" 92 bush. corn from Stevenson, - -		42.32
	" 10 brls. potatoes for seed, - - -		25.00
June 3.	" 3 shovel plows at Ottawa, - - -		15.00
4.	" 6 cultivators " " - - -		39.00
5.	" 4 " and teeth " - - -		18.85
		$25.20	$1317.19

I took in the implements bought in June for my side of farm, as they should have been bought in May and are on hand.

There is a balance due on some of the items, about $125 in all.

The planters are without price. Send me price and I will put it on book.

I have not charged farm with cane seed, not knowing price.

P. VAN DUZEN.

35 Demand referred to by witness Foot.

UTICA, Jan. 29th, 1864.

Mr. PETER VANDUZEN :

SIR :—We hereby demand possession of the following articles of property now in your possession, viz: 5 stubble plows, 2 buggy plows, 1 corn planter, 1 harrow, 3 cultivators, 36 hoes, 12 corn knives, 3 stoves with pipe, &c., 4 bedsteads, 12 chairs, 12 mattrasses, 12 pillows, 12 pair blankets, a lot of cane and seed in the house now occupied by you, one stack of hay across the street from the house now occupied by you, a lot of potatoes buried in the ground near said house.

Defts objected to that portion through which the red lines are drawn. Objection sustained. Plff excepted.

Plff read in evidence the following. Execution of same proved.

36 This indenture made this twenty-fourth day of February, A. D. 1863, between Chew Snebly, of the County of LaSalle, and State of Illinois, party of the first part, and George A. Belcher and William H Belcher of Cook County, State of Illinois, party of the second part.

Witnesseth, that the party of the first part, for the consideration hereafter expressed, hath let and leased and doth hereby let and lease and demise unto the said party of the second part the premises hereafter described, subject to the exception therein stated, viz :

All the land belonging to the Spring Valley farm now occupied by said Snebly, in said County of LaSalle, that is now under the plow and that is suitable and fit for being plowed in due season for the cultivation of of either corn, sorghum or oats, except the stone house and its outbuildings, and about twelve acres of land lying between the Reed farm and Race Course on the east and the fence on the west side of said stone house and its outbuildings, to have and to hold the same unto said party of the second part, together with all the buildings, privileges and appurtenances thereunto belonging for the term of two years from the first day of March, A. D. 1863. The said party of the second part agrees to pay the said party of the first part, his heirs or assigns the sum of four dollars per acre for all the land leased as aforesaid, and to pay the same as follows, viz : One half of said sum on the first day of September, and one half of said sum on the first day of December in each year, being four dollars per acre for each year. Said party of the first
37 part agrees to put the fences now on the outside of the Spring Valley farm in good repair; and in case a fence is required along the line of the Illinois and Michigan Canal, he agrees to furnish the materials necessary to build the fence, and the party of the second part agrees to put the same up in a suitable manner. The said party of the first part agrees to furnish glass to repair the windows in the tenant houses on said premises hereby leased. It is agreed by the first part that any and all buildings, machinery and appurtenances therewith connected, which said party of the second part may put upon said premises for their better use of said premises, may be removed by them at the expiration of this lease.

It is understood that all of said farm not leased by the terms thereof to the party of the second part is to be used by said Snebly, but he shall not turn his stock in the same so as to go upon the land leased by said second party have secured their crops.

38 It is further agreed that each party shall have the right to pass over the land of the other to get to the land used by each respectfully, so that no unnecessary damage is done. The roadway from the main road to the canal shall be free to both parties.

All offal (cane trash) from the Manufactory of the sugar cane not wanted by the party of the second part for their own use or benefit may be taken from the cane mill as the same accumulates by the party of the first part for his own use or benefit, with the understanding that if he does not remove said offal as fast as necessary, the party of the second part will dispose of it as they see fit.

It is also agreed that any cane seed not gathered or secured by the party of the second part from the crops on said farm for their own benefit for feed for stock, for seed or for sale for seed before the 15th day of November, may thereafter be gathered or used in way by the party of the first part for his own benefit.

It is agreed and understood that said party of the first part is to have and does hereby retain for his own use the corn-crib in the Race field, with free access to the same.

It is understood that there is between four and five hundred acres of land on said farm plowed and fit for plowing, and it is also agreed that if the parties hereto cannot agree upon the number of acres plowed and fit for plowing, for the cultivation of crops as aforesaid, that the County Surveyor shall determine the same, if he can be procured to measure and determine the same.

It is further agreed that if the party of the second part fails to perform any of the agreements by them herein specified to be performed at the time and in the manner specified, then the party of the first part shall have the right to determine this lease and re-enter and take possession of said premises, and eject all persons therefrom with or without process of law.

The party of the first part agrees that upon the performance of the agreements herein of the party of the second part, they shall have the quiet and peaceable enjoyment of said premises during the term of said lease.

The said party of the second part agrees not to assign this lease without the written consent of the party of the first part.

The party of the second part waives the necessity of a demand for the rent being made on the particular day it is due, and agrees that it may be made at any time after due.

Witness our hands and seals this 24th day of February, A. D. 1863.

[Stamp.]

CHEW SNEBLY, [Seal.]
GEORGE A. BELCHER, [Seal.]
WM. H. BELCHER. [Seal.]

40 By mutual consent of both parties the party of the second part hereby surrenders this lease and the possession of the premises, with the exception of the building which they have erected for a lodging house, which they reserve with the privilege of using or removing the same until March 1st, 1865, and for which they agree to pay the sum of one dollar; and they further agree to repair any damage beyond the natural wear and tear of the tenant house, and the party of the first part hereby accepts of the surrender with the reservation as aforesaid.

Witness our hands and seals this 27th day of February, A. D. 1864.

C. SNEBLY, [SEAL.]
GEO. H. BELCHER. [SEAL.]

Plaintiff rested.

The deft read in evidence the following instrument of writing. Execution duly proven. Plff objected and excepted.

41 This agreement made the sixth day of March, A. D. 1863, by and between Peter VanDuzen of LaSalle County, State of Illinois, party of the first part, and William H. Belcher and George A. Belcher of Cook County, State of Illinois, party of the second part.

Witnesseth, that the said party of the first part, in consideration of the covenants on the part of the party of the second part hereinafter contained, doth covenant and agree to and with the party of the second part that he will give his entire time and services for the term of ten months from the date hereof, to the care, superintendance, management and cultivation of the land leased by the party of the second part of Chew Snebly, and known as the Spring Valley farm in LaSalle county. He will devote his best exertions to the hiring of labor and teams, and to the cultivation of such crops as the party of the second part may require for said farm. He will also give careful attention to the keeping of the fences and tenements in good repair on said farm. He will keep books of accounts showing the details of the work on said farm, the quantity of land planted in each variety of crop and the amount of labor thereon, as near as he can so do. He will keep a general expense book, showing all payments and outlays made by him on account of said farm and its crops, and he will take vouchers therefor. He will conform to the requirements of the party of the second part in the general management and business of said farm, and in the absence of specific instructions from said party of the second part, he will be governed by his own judgment in the management of said farm and in the cultivation of its crops.

The party of the second part, for and in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and

with said party of the first part that they will pay to said party of the first part monthly, as wages, thirty-five dollars ($35) per month, which sums shall be charged as current expenses on said farm.

The party of the first part shall have as a residence for himself and family during the period of this agreement such tenement or part thereof as he may deem necessary, which may be on the land leased of Snebly. He shall also have the use of the necessary land for a family garden, and for a cow and hog yard. The party of the first part shall be entitled and shall have one-fourth of the net profits of the crops grown on said farm and which may be or shall be sold, and not consumed on the farm.

It is agreed and understood that a large portion of said farm is to be cultivated in Sorghum and Imphee canes, and that said party of the second part will erect works on their own account and at their own expense on said farm, to manufacture the cane grown thereon into syrup, and that the said second party shall have for manufacturing the syrup on said farm, one-half of the syrup produced, and the farm shall have the other half of the syrup produced; and the farm half of the syrup may be purchased by the party of the second part at the Chicago wholesale price of good raw syrup, less the cost of packages and freight to Chicago.

It was agreed that the party of the first part shall be entitled to the payment to be made to him or to his assigns by the party of the second part, of one-fourth of the *nett* profits of said farm, which shall be estimated and paid within thirty days after the syrup manufacturing on said farm is completed. The nett profits of said farm shall be ascertained by charging it with all rent of land, wages of men and teams, and all expenses and outlays on account of the said farm and its crops, and crediting it with the sales of all products. It is understood that the farm is not to be charged with any expenditure of labor, teams or money, outlays, that are connected with the erection or working of the syrup manufactory. It is agreed and understood that the cane grown on said farm is to be delivered at the syrup factory, cut, stripped and topped at the expense of the farm, but that the farm shall not be at the expense of a second handling of the cane at the mill. All tools and implements purchased for the farm to be estimated at their cash value at the end of the season, and credited to the farm in general account.

PETER VAN DUZEN, [SEAL.]
[STAMP.] WM. H. BELCHER, [SEAL.]
GEO. A. BELCHER. [SEAL.]

Deft read in evidence three letters. Execution proven, from Wm. H. Belcher to Peter VanDuzen.

No. 1.

44 This will be handed you by Mr. Chas. Foot, formerly from the State of New York, now resident of Bureau county. Mr. Foot comes highly recommended to me by parties whose reliability is of the first character, as a superior man to manage or assist in managing and in *working* a farm. Mr. Foot is a good worker as well as manager. He has charge of Mr. Lovejoy's farm, employing and boarding 10 to 15 men, and says he has female help sufficient to board ten men, also the necessary furniture and bedding for 10 men. He will agree to give his services for one year, and that of his family, and board 10 men, and furnish all but provisions as have to be bought, for $700. This will be all the charge, in case the boarders are increased at any time to 15, 20, or even 40, but for furniture and bedding and female help for over 10 men, we should have to provide, and I must keep an eye to our wants of boarders for the mill and manufactory. I have such assurance from parties acquainted with Mr. and Mrs. Foot, and of their good management and of their suitability for the position, that I am strongly disposed to accept their services, charging the farm for Mr. Foot's services the same we pay our best men, or extra in event he should be required to assume charge or responsibility, and charging for the board of hands for the farm what may be deemed a fair price only per week, the balance for Mr. and Mrs. Foot's services would come out of the manufacturing department, and not out of the farm. I am very anxious that you should have such assistance on the farm, as I should have full confidence in him to take charge in your absence or during your sickness if you should be confined sometime and not be able to take the field; and I should have confidence in Mr. Foot and his ability to superintend during your absence, and also think he would be a great assistance to you in looking after portions of the work while you were occupied with other portions of the work. I made no arrrngement with the Missourian about boarding men. He would undertake to board a few, but could not say at what cost or how many; but I could not depend on him for boarding the large number required for fall work. I estimate that I might save in the economy and good management of Mr. and Mrs. Foot all that I would pay over ordinary help. You will, if you see no great objection, consider Mr. Foot engaged to come with his family and go into the Hotel, and that his services are accepted, the expense to the farm to be no more than the same service will cost from others.

I think you will feel relieved to have a good assistant to take off from your mind anxiety and care in your sickness, and such assistance I feel sure you will find in Mr. Foot. It will be well for him to have a few young men from 17 to 19—those that will avoid the draft.

N. B.—I sent Mr. Snebly $50 for you yesterday. Let me know your wants.

46 No. 2.

Received. I have been quite unwell this week, and Mr. Hunter has been absent in St. Louis, and your orders have not had as prompt attention as otherwise they should have had. I have sent you by Railroad to your order:—

One brl. coffee sugar; one brl. refined syrup; one brl. dried apples; one bottle brandy; one can peaches in a half brl. of Boomerum Cane Seed.

There are directed to you at Utica say 3 brls., one half brl.

I desire you to take good care of this half barrel cane seed, as it is said to be a superior variety of African Cane for sugar. You will find the bottle and cane pretty well down in the seed, and I trust all will be found satisfactory and duly reach reach you. I have written you some letters directed to Utica, which I trust you received; one relative to a double plow sent you at Utica from Moline.

I have ordered from Columbus, Ohio, as specimens, three double plows of two sizes, and subsoil plow, all the working metal parts to be of steel. I shall look for these plows to be here next week. I presume you will look among the plow and implement folks at Ottawa as soon as you can get out. The weather has been bad here till to-day, and I suppose you cannot yet have commenced plowing, though two or three days like to-day will dry up the land a good deal where it is of the dry up kind. In regard to Mr. Chas. Foot of Malden, Bureau County, being employed with a view to boarding working men, more particularly next Fall, when we must have 30 or 40 men to take off and manufacture the crop. I was in hopes there would be no obstacle in the way, but from your last letter from Utica I learn that Mr. Rohrer, the Missourian, was not pleased with the idea of Mr. Foot's employment as proposed. Now I would not like to lose the services of Mr. Rohrer and his family of boys, and if you see no way to keep him and them, and also take Mr. Foot in the plan proposed, why we must get along the best way we can without him, (Foot,) for I think with you that it would be bad policy to part with Rohrer, though I should feel more certain that Foot would manage a large number of boarders, as he has had much experience in the business. If you see no way to keep Mr. Rohrer and also employ Mr. Foot, you will please write to Chas. Foot, Malden, Bureau County, that there are difficulties in the way of giving him the position contemplated which compells us to abandon the idea this Spring.

N. B.—By enclosed advertisement, I notice Mr. Snebly advertises his store-house for rent. What rent does he ask for it?

N. B.—Mr. Hunter will send you balance in note to-morrow.

48 No. 3.

When Mr. Snebly arrived here this week and informed me of your very sick condition, and that you would not be able to attend to the farm this Spring, and advised my obtaining some one to superintend, I at once got Mr. Snebly to go to Malden and engage Mr. Foot, which he did; and I trust Mr. Foot will be with you in two or three days and relieve you of all anxiety and care of the farm. I write to say that Mr. Foot is engaged at a salary as first proposed with him, and I trust you may be well enough to take charge in the cultivation or in the gathering of the crops, and derive all the benefit you have expected from the crop.

Robert Anderson said, was present when the writ of replevin was executed; saw the two buggy plows, one stubble plow and a cane planter
Jan. 5. I bought there of Van Duzen before they were replevied. I had labored for the company and wanted my pay, and I took these imple-
49 ments from VanDuzen for the balance of my pay, at following prices:

2 buggy plows at $20 each, - - -	$40.00
1 stubble plow, - - - - - -	8.00
1 cane planter, - - - - - -	20.00

I settled with them at the time, and these articles amounted to the balance of my account. VanDuzen had paid me money before I worked from April 1st, 1863, to January, 1864; first hired to VanDuzen and worked under him on both sides of the road, and done so all the season when directed by VanDuzen, and he directed me through the principal part of the season. Foot came, and used to go to VanDuzen to get instruction how to work and what crops and fields to plant. While VanDuzen was sick about a month I was directed by Foot. I was present when George A. Belcher came in Fall and wanted VanDuzen to send the boys when he had gathered seed to work on mill; VanDuzen refused. They were then at work on both sides of the road under VanDuzen. There was an item of team work in my account which was settled in December; George A. Belcher and VanDuzen were present. Belcher refused to allow the team account, but VanDuzen allowed it.

Cross Examination.

I received $30 of Foot in June; I also got groceries of Foot, who kept the farm store, I got $30 of Snebly before Foot came to farm. Received of VanDuzen, 7th of May, $30. Foot did not pay me for all work done on north side. VanDuzen and Foot had the men divided; I don't know the terms of division. The cultivation of north side, except the oats, was by men under Foot; and south side by men under VanDuzen. In Fall, Foot superintended the cutting of cane on whole farm, and Van-

Duzen the gathering of seed. I worked on farm till 5th of January. From 6th to 18th of November I was away, and after that was cutting cane seed and boxing and barreling cane seed.

50 Direct resumed.

I never hired to any one but VanDuzen to do the work I did there. VanDuzen told me to go and work on north side, and Foot kept my time there. VanDuzen said I could work on north side on account of my house being there.

Deft rested.

Plff recalls Charles Foot and asks the question.

State whether or not VanDuzen informed you about the time the division of the land was made, that he had made an arrangement with Belcher for such division, and had relinquished a part of the land mentioned in the written contract, read in evidence by deft?

Objection by deft. Sustained, and plff then and there excepted.

Here deft moved to dismiss the suit for want of jurisdiction, on the ground that plff and deft were partners, and that the property replevied belonged to them as partners.

51 Motion sustained and suit dismissed, to which ruling of the Court the plffs then and there excepted.

ERRORS ASSIGNED.

Admitting improper evidence.

Rejecting proper evidence.

Sustaining motion to dismiss.

In dismissing suit.

In rendering judgment.

36

Wm H. Belcher et al

vs

Peter VanDusen

abstract

Filed Apl. 10, 1865

Leland

Clk.

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM, A. D. 1865.

WILLIAM H. BELCHER,
GEORGE A. BELCHER,
vs.
PETER VAN DUZEN.

BRIEF FOR PLAINTIFFS IN ERROR

BY

LELAND & BLANCHARD.

STATEMENT OF THE CASE.

Plaintiffs and defendant entered into a contract in writing on the sixth day of March A. D. 1863, in the words and figures following, viz: (See Abstract page 15.) After Van Duzen entered upon the performance of said contract on his part, he became by sickness physically disabled, to such an extent as to be unable to attend to business. Thereupon plaintiffs at the request of defendant entered into a contract with one Charles Foot in the words and figures following, viz: (See Abstract page 2.)

And the care and management of said farm mentioned in said contracts was entrusted to said Foot. Subsequently Van Duzen recovered, then by agreement the farm was divided, and Van Duzen managed one division and Foot another. All the farming utensils, furniture and cooking utensils, replevied as hereinafter mentioned, were furnished by plaintiffs, and was their sole and individual property.

At the proper time Van Duzen, the defendant, refused to surrender possession of said property to plaintiffs upon demand of him by them therefor, and claimed that he had a landlord's lien thereon for an alleged balance due him from plaintiffs.

Thereupon plaintiffs replevied the same.

The testimony of Charles Foot upon the trial shows clearly that the replevied property belonged to plaintiffs.

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION,

APRIL TERM, A. D. 1865.

GEORGE A. BELCHER,
WILLIAM H. BELCHER,

vs.

PETER VAN DUZEN.

} Error to LaSalle County Court.

ABSTRACT OF RECORD.

Replevin by Plaintiffs in Error *vs.* Defendant in Error.

2 Plaint for 5 stubble plows, 2 buggy plows, 1 corn planter, 1 harrow, 3 cultivators, 36 hoes, 12 corn knives, 3 stoves and pipe, (1 cooking and 2 heating stoves,) 4 bedsteads, 12 common chairs, 12 straw mattresses, 12 straw pillows, 12 pair blankets, a lot of cane seed.

11 Demurrer to narr. overruled.

1 Pleas—1st. Non-detinet.

8 2d. Not property of plaintiff.

3d. Property of defendant and not plaintiff.

10–11 Demurrer to fourth plea—sustained.

11 Trial by jury.

BILL OF EXCEPTIONS.

Charles Foot testified.

By Defendant—Was there not a paper or written contract under

which you came on to the Spring Valley farm: Yes. Produces the paper and testifies:—I never claimed to own the property replevied, but did claim the possession of part of it to use on the farm if I could get it. I had right of possession to use on the farm up to the first day of January. I took hay out of the stack replevied for the stock on the farm. I did claim the right to use the tools on the farm under the contract of employment. Defendant objected to witness testifying overruled. Defendant excepted. I went to Spring Valley farm, April 13th, 1863, and worked until January 7th or 8th, 1864, then left.

15 *Question by Plaintiff.*—Were you at work for yourself or some one else, and if for some one else, who were you at work for:

15 *By Defendant*—Was your contract of employment in writing? Ans. —Yes, it was the one shown to the court and under which I worked.

Defendant objected to witness answering the last question because the contract of employment was in writing. Objection sustained. Plaintiff excepted.

I was at work for myself.

By Plaintiff—For whom were you employed? Objection by defendant because said witness says his employment was in writing. Objection sustained. Plaintiff excepted.

I was on the farm when the property in controversy was replevied, and assisted the officer in removing the property.

I knew the stubble plows replevied; some of them was got of Snebly; some of the men under my employ got the plow of Snebly by his consent.

By Plaintiff—Who was the owner of the plow? Objection by defendant. Sustained. Exception by plaintiff. The Court stated that the witness might state facts and circumstances relative to ownership, but not his mere opinion.

I had possession of the plow after it was got from Snebly; I used the
16 plow on the farm and held possession under the contract between myself and George A. Belcher & Co. before mentioned.

16 Plaintiff read contract in evidence, in words and figures following:

LaSalle County, State of Illinois.

Articles of agreement made and entered into this tenth day of April, 1863, by and betwen Geo. A. Belcher & Co. of the first part and Charles Foot of the second part:

Now this indenture witnesseth that the said George A. Belcher & Co. have this day hired and employed the said Charles Foot, his wife and daughter, from the date of this agreement for and during the time and until the first day of January, 1864; and the said Foot agrees to devote his time and attention to working and managing the Spring Valley Farm, and that his wife and daughter shall take charge of and superintend the Stone House, keep and provide a separate table for the family of C. Snebly and said Foot and such other persons as may visit or stop at said house; and said Foot is to keep an account of all monies received from persons visiting or boarding at said house; and the said Foot and his family is to keep and provide a separate table for as many men as the said Geo. A. Belcher & Co. may be required to employ for building and manufacturing purposes on said farm; and the said Geo.
17 A. Belcher & Co. agree to pay for all the help required for said purpose, and agree to furnish and provide whatever is necessary to carry on the house; and the said Geo. A. Belcher & Co., in consideration of the services to be rendered by the said Foot and family, agree to pay him seven hundred dollars, two hundred dollars of which in sums as he may require for use, and the balance, say five hundred dollars, at the expiration of this agreement.

[STAMP] GEO. A. BELCHER & CO. [SEAL]
CHARLES FOOT. [SEAL]

17 *By Plaintiff*—Who did you have the possession of the plow for?

Objection by deft. Sustained. Exceptions by plff.

The property that came into my possession on the farm was either under the contract or other written instructions.

I don't know who the company were except by the declarations of the
17 plaintiff. Geo. A. Belcher & Co. was the name of the firm I did business with.

There were three Peru plows on the farm when I went there; I got one at Peru and there was one came by railroad to me or Van Duzen, and one of the plows replevied was one of these five; they were all used
18 on the farm when I went on the farm. VanDuzen was sick and said he was glad I had come; that he was sick and unable to take charge of things; that somebody was needed there and that he had written to George Belcher about it, and said he turned over to me all the tools, farming implements and management of the farm, also some groceries and provisions, books, &c. Van Duzen said nothing about the ownership of the property so turned over to me. I kept possession or control of the property and management of the whole farm until May.

The first I saw of buggy plows they were brought from depot by teams employed on the farm; I used one and VanDuzen the other; they were directed to me.

By Plaintiff—Who sent them to you?

Deft objected to witness answering the question, as the witness stated he was not present and only knew from a letter he received that they had been sent and that said letter was in existence and under his control in Bureau county in this State. Objection sustained. Plff excepted. All the property I held was under the contract between George A. Belsher & Co. and myself, read in evidence.

18 One of the cultivators replevied was one of a lot of three sent to Utica to my address; VanDuzen used one and I used the other two. The
19 other cultivator replevied I know nothing about except by hearing it came on the farm in June.

The two stoves replevied were small coal stoves; don't know where they came from except from hearsay. VanDuzen had them in his possession when replevied; they were brought to his house in October.

VanDuzen came down to the store-room for some pipe; he said Belcher had sent him some stoves, and he had not pipe enough for them. He got some pipe from the store-room.

By Plaintiff—Do you know who was the owner of the pipe? Objection by deft. Sustained. Exception by plff. The Court stated that witness might state the facts and circumstances relative to the ownership but not his mere opinion.

A lot of pipe and a stove came there at one time, directed to George A. Belcher.

The plff, William H. Belcher, lives in Chicago.

VanDuzen told me he bought about thirty hoes for the farm in Ottawa. I bought about fifteen hoes for the plff; some of those he bought, and those I bought were of the same kind. Nor part of those I bought were replevied, for when I left I gathered them up and put them in store-room. The replevined hoes were in the house occupied by DanDuzen.

Most of the cane seed replevied was raised on the north part of the
20 farm, which I had charge of; there was from fifteen to twenty bushels cane seed replevied. About two-thirds of the amount replevied was Grey Top, and all the Grey Top was raised on my part of the farm; there was some eight or ten bushels of that, the balance was black seed in boxes; can't tell where was raised.

The stock of hay was drawn and stacked by men and teams working under VanDuzen. One pair of woolen blankets were replevied ; they were small grey double blankets.

I saw two boxes of blankets on the porch of the house occupied by VanDuzen ; they were small grey double blankets.

Witness stated that he knew the handwriting of Peter VanDuzen, the defendant, and had seen him write. Witness swears to the signature of VanDuzen to letters No. 1, 2 and 3, also to statement No. 1 and 2.

The corn planter replevied I got at Utica, where it came addressed to me ; there were two of them ; I and VanDuzen used them for planting cane seed on the farm.

By Plaintiff—Who furnished you with all the tools and implements used on the farm? Objected to by deft. Sustained, as witness had stated that he received them under the written contract, and plffs excepted.

21 *By Plaintiff*—Do you know who composed the firm of Geo. A. Belcher & Co., with whom you made the contract ?

Answer—I know who I made the contract with: I do know at the time I made the bargain with William H. Belcher ; he told me— Here deft objected to witness answering further. Objection sustained. Plff excepted.

I know George A. Belcher and William H. Belcher.

State if you know whether or not George A. Belcher and William H. Belcher claimed to be members of the firm of George A. Belcher & Co. with whom you contracted, and whether you ever knew of any other persons claiming to be members of said firm ? Objection by deft. Sustained. Plff excepted.

I don't know of any acts of the plff showing a partnership prior to and at the time of the execution of the contract with me.

By Plaintiff—Who directed you in what you did under the contract ? Objected to by deft. Sustained. Plff excepted.

By Plaintiff—After you went on the farm, did you receive directions from any one in regard to the management of the farm ?

I did.

By Plaintiff—Who gave such directions ? Objected to by deft un-

22 less such direction were not in writing or given when on farm, or in presence of deft. Sustained, and plff then and there excepted.

William Belcher was on the place twice during the season; looked over the farm and gave me some directions. George A. Belcher came there last of August and took charge of the mill and manufacturing department, and directed the labor there. The mill was on Hitt's land adjoining the Snebly place.

Do you know of any other person or persons acting in a manner that indicated that they were members of the firm of George A. Belcher & Co. except said George A. Belcher and William H. Belcher? If so, state what those acts were. Objection by deft and overruled. Deft excepted.

Answer—I do not.

By Plaintiff—Where was the cane taken from that was ground at the mill? Objection by deft overruled. Deft excepted.

Answer—The cane grown on the farm was taken there. No persons except William H. Belcher and Geo. A. Belcher ever gave any directions in the management of the farm.

By Plaintiff—If George A. Belcher gave you any directions, state what they were.

From September 1st to January 1st he directed me to cut cane and
23 haul and buy coal and pay off men. A division of the farm was made between VanDuzen and myself about the 1st of May, 1863. The road runs east and west through the farm; VanDuzen took the south side of the road and I took the north side of the road. We divided the teams and men. VanDuzen took sufficient teams and men to cultivate the south side, and I took the balance. There is in all about 400 acres of plowed land. There is on the south side of the road about 110 acres or 120 acres.

By Plaintiff—State whether or not any one directed you to divide the land in that way? If so, who?

Answer—I had directions by letter.

Deft objected to witness stating from whom he received the directions by letter and what the directions were. Objections sustained. Plff excepted.

I know the handwriting of Chew Snebly, George A. Belcher and William H. Belcher.

I was present on the 27th of January, 1864, at the house of Van Duzen when George A. Belcher made a demand of VanDuzen for plff for the property replevied. Said demand was both verbal and written. I have a copy of the written demand which I saw Belcher hand to Van-
24 Duzen. (Witness produced copy of written demand.) VanDuzen replied to the demand that he had a landlord's lien upon the property and should not give it up. VanDuzen had not read the written demand at the time of his reply. Defts admitted that a sufficient demand was made. After VanDuzen turned over the tools and farming implements, I directed the plowing and cultivation of the whole farm until the 7th of May, when VanDuzen recovered his health, and when the said division of the farm and implements was made. After division I occupied north side and VanDuzen south side of road. I cultivated the cane on north side, and harvested it and took it to mill. I directed the men working these and hired some of the men and teams and paid them; part of the money I paid them with, came to me in letters containing checks, and part was given me by George A. Belcher in money and checks.

By Plaintiff—State if you know who sent you the checks. Objection by deft, and sustained, witness having stated that all he knew was by letter in his possession or under his control, and plff then and there excepted.

Don't know who paid men on south side except from hearsay.

In May or June last was present with VanDuzen in Bank when he got a check cashed for $100 to $150; he said he got it from William H. Belcher.

25 On the last of December or first of January last I heard George H. Belcher read over to VanDuzen a list of checks and money that Van-Duzen had received. VanDuzen said that it was all correct except $50, which he said he had not got; do not recollect the aggregate amount.

By Plaintiff—State as near as you can the amount of the checks and money so read over to VanDuzen. Objection by deft. Sustained. Plff excepted.

The list read over was in pencil and I do not remember whether it was on paper or on George's memorandum book; George told Van-Duzen that he took the statement from the fly book; that the cash book was in the safe and Mr. Hunter had the key. VanDuzen controlled the south side of road. I furnished groceries from the store house to Van-Duzen's men. William H. Belcher furnished the groceries. The implements replevied were used on the farm.

CROSS EXAMINATION.—Witness shown Brewster's bill and says the plows I talked about are described in the bill, and the rest of the plows on the place are like those described in the bill. I found the Snebly plow on the farm; 'twas an oldish plow, lead colored beam; don't know only by hearsay that Snebly ever owned it. There was another plow with lead colored beam. I won't swear that the replevied plow was the one I called the Snebly plow, for I might be mistaken.

26 The stoves were up in VanDuzen's house when taken. One of the stubble plows came from Peru, and the other was the lead colored beam.

First saw one of the cultivators on south side of road in the field; Crittenden was using it. The other came from Chicago. I only know because I had a letter from Chicago. Don't know whether they were made in Ottawa or not. One was a single horse cultivator and the other a two-horse Gopher; the first was in running order when replevied and the tongue out of the other. The hoes taken on writ were not of the lot I bought, and I only know of the lots bought by me and VanDuzen. I did not say I hired all the hands that worked on the north side. There were some hands on the farm when I went there; can't tell how many I hired. I have not intended to swear that VanDuzen was not there all summer, hiring men, working and giving directions and paying men. I did consult with VanDuzen about working the farm; I never directed him. When I entered into the contract with George A. Belcher & Co., it was at the Steam Sugar Refinery—the firm of Hunter & Brother in Chicago, and there I have always seen William H. Belcher whenever I went to see him. He had no office of his own in Chicago that I ever
27 heard of, nor did George A. Belcher & Co. I have sworn that I cultivated the whole north side of the road. There was about thirty acres of oats sown on the north side of the farm before I went there which I had nothing to do with; it was afterwards used for feed for all the teams. I had reference to the cane; only about two-thirds of the land on north side was in cane—should say over 200 acres.

Anderson, Lane and Loomis had gardens on north side, besides one at White house where Anderson lived. House, garden and oats measured about 34 acres. Belcher wanted VanDuzen at one time to discharge a man; he refused to discharge him and did not. The men worked on both sides of the road. Before I went on to the farm and when I went to see Belcher about hiring out there, and VanDuzen said he had one-fourth of nett profits. George A. Belcher came there about first of September and boarded at store-house.

By Defendant—State if there was not a large amount due hands that worked on the north side when you left. Court refused to allow witness

to answer the question and excluded all the testimony in chief about witness paying the hands on north side and the list of checks admitted by VanDuzen to George A. Belcher.

The single cultivation was yellow; I first saw it on the place when it was replevied; it was in VanDuzen's house. The two-horse Gopher was blue; no tongue in it. I think we did not take a red Gopher, two shovels on a side: When stoves were replevied there was a cooking stove left in the house.

I was first on the farm March 17th I believe.

The following letters repectively numbered 1, 2, 3 and 6, from VanDuzen to William H. Belcher were read in evidence.

The deft objected to the same and excepted to the ruling of the court in allowing the same to be read in evidence.

No. 1.

28 Your of the 9th, endorsing check for $150, received, also stoves and other goods for house. We will get on very well now as far as house accommodations are concerned, and perhaps I had better say nothing about mill and crops. There has been a few gallons of syrup made, and a few loads of cane drawn, and a few men to take care of crops. We have had two very heavy frosts; this morning the cane was frozen hard as sticks of wood. There has been men enough the last month wanting work and got turned off, now there are not enough to be had; there is not half enough at the mill and only a few in the field to cut and load; we should have fifty or sixty more than we have. George and me arranged matters and I was to take care of the boarding house and gather all the seed, while Mr. Foot looked after men in the field. I am taking great pains to collect good seed and keep each kind separate. I think the seed will pay for gathering, as a large quantity will be wanted next year. As regards the syrup crop, I am about discouraged, but will do anything you think best to forward the work.

29 No. 2.

Rohrer has commenced moving and Anderson is arranging his furniture, and will go north with his family to-morrow. I shall have to get stoves unless you can send down two for warming the bar and dining room; and I would like to know if you will send bedding for the men, or shall I get it in Ottawa. I can get mattresses for $5.50 apiece, large enough for two men. The ticks you sent are intended for one man only, and the blankets are too small for two men. We will have to provide for a large gang of men. Now it is late in the season, and the cane will have to be cut soon. I could put up scaffolding with board and

scantling, and put on mattresses and save buying bedsteads, if you thought best. Blankets and pillows would be wanted. I got cotton and have sheets made. The mill will be ready some time this week. What is best to do with the cane at Utica? Shall I have it drawn now while the roads are good, and piled up in the yard, or shock it up in the field? Mr. Crittenden can get boarded in Utica, but it costs him more than to board himself and family, and he would not have a place for wintering. He says he would like to sell his teams, harness and wagon for a fair price to you, and he could get in business for a year at LaSalle. He will take $500 for his two span of horses, harness and wagon. I think you had better buy them and let him go.

31 No. 2.

Yours of the 6th received. As regards implements, I can get on very well with with what I have at present, and I think they are as good as I can get. The irons you sent have not come to hand yet; may be at Utica. I feel quite encouraged with the crop; the cane is coming up quite thick and we have been through it once and commenced the second time; can keep the weeds down all except in the rows which will have to be hoed. I have seven cultivators going, and will have 8 or 10 hoes as soon as I can get the hands. I have 8 men and boys in my department, and 4 teams; will need about $150 to square up for work and feed to 1st June. I used funds to pay for cultivators and implements, as you will see by bill of farm expenses, and left some balance stand over. The bill I enclose is the whole of farm expenses up to 1st May; and the expenses on south side to June 5th. No laborer included in June. My expenses will be larger for a few days. If I can get hands to hoe the cane once then I feel confident we can keep ahead of the weeds. With the horse work and cultivators; we get over about 50 acres per day with cultivators. Mr. Foot is still puzzling his head with buggy ploughs, as they call them. I am content with smaller implements.

P. S.—Some of the men misunderstood the per centage. They think it was only for one month at a time. The second month they expect to get what was held back the first. Explain in your next, also send me bill of Mr. Rohrer's meat; you sent the price, but not the amount of *pounds*. Also send price of last potatoes. The planters I put down without price, not knowing the price. The balance due in my accounts is part for labor and part for feed and implements. The weather is dry and cool; some frost the last two mornings. What kind of seed did you send last? Send some more of early Imphee, if you have it.

32 No. 6.

Yours of 17th, enclosing check for $200, received; also yours of 20th, and the shipment of flour, potatoes, seed and safe all received in good

order, and I had liked to forget to say buggy plows also; I am using one; find it a good implement for cane culture. After it gets up a few inches high it works better than the Peoria plow does. We are having a hard fight with the weeds; the drouth is very severe on the small cane; some is dying for want of moisture, while other kinds are doing well. The African canes grow very slow, that is the most of them; some kinds grow ropid like corn. I have fifteen hoes at work, and from 8 to 15 boys pulling weeds; the boys come and go; 7 left yesterday; they get tired stooping down, but they can do it better than men. I paid balance due in May to some parties out of the $200 sent, and the men and boys took nearly all balance Saturday evening. Hoping to see you here soon, I remain.

Following bill proved by Foot to be in the handwriting of deft, and read in evidence. Deft objected, and excepted to the ruling of the Court in overruling the objection.

33 *March*, 1863. *Spring Valley Farm Dr. to Sundry Amounts Contracted for by* P. VanDuzen, *Supt :*

March 17.	To freight on two plows, - - -	$ 0.30
	" hay and feed for horses, - - -	5.00
April 13.	" cleaning cellar drains, - - -	12.00
	" hay from Hardy, - - - -	55.00
	" 5 plows from Peru, - - - -	67.00
	" 1 plow from Ottawa, - - -	15.00
	" 1 " " Crittenden, - - -	12.00
	" repairing plows, - - - -	75
Farm Cr.	By moving Foot, - - $9	
	" working in Foot's garden, 8	
20.	To hay cutter, - - - - -	9.00
	" seed oats, 70 bush., 60 cts. per bush., -	42.00
	" 5 plows from Clinton, - - -	77.00
	" freight on same - - - - -	55
	" 347 bush. corn for feed, - - -	149.62
	" ½ ton hay from Snebly, - - -	9.00
	" freight on implements and goods, -	7.20
30.	" O'Wums and team for work, - -	36.60
	" Wm. Ellis for work, - - -	20.29
	" J. Camle, work with team, - -	17.26
	" D. McDonald, " " - - -	27.56
	" Wm. Regan, - - - - -	10.46
	" E Rohrer and boy, - - - -	66.20
	" R. T. Anderson and team, - - -	46.75
	" E. H. Crittenden, - - - -	37.74
	" B Lane, team and feed, - - -	32.94
	" A. T. Kemp, - - - -	35.77
	" G. B. Homer, - - - -	28.00
	" C. Snebly, team and feed, - -	13.00
	" E. Rohrer, for men's board, - -	101.96

	" H. Baker, - - - -		30.00
	" C. R. Homer, - - - -		5.77
Farm Cr.	By feed for idle horses, -	$8.20	
May 31.	To E. Rohrer and team one month, -		30.00
	" " " for boarding 4 men one month,		35.44
	" A. T. Kemp, amt. month work, -		30.00
	" E. H. Crittenden, - - - -		57.00
	" Roher's two boys $10 each, - -		20.00
	" lumber for drags, - - - -		3.50
	" dray teeth and bolts, hoes, &c., - -		9.56
	" salt for horses, and nails, - - -		1.45
	" freight on potatoes and plows, - -		2.71
	" hay from Dutchman, - - -		3.50
	" bolts, chain and iron, - - - -		5.26
	" sweet potatoes, plants and peas, -		2.50
	" expenses at Ottawa, - - - -		3.00
	" 92 bush. corn from Stevenson, - -		42.32
	" 10 brls. potatoes for seed, - - -		25.00
June 3.	" 3 shovel plows at Ottawa, - - -		15.00
4.	" 6 cultivators " " - - -		39.00
5.	" 4 " and teeth " - - -		18.85
		$25.20	$1317.19

I took in the implements bought in June for my side of farm, as they should have been bought in May and are on hand.

There is a balance due on some of the items, about $125 in all.

The planters are without price. Send me price and I will put it on book.

I have not charged farm with cane seed, not knowing price.

P. VAN DUZEN.

35 Demand referred to by witness Foot.

UTICA, Jan. 29th, 1864.

MR. PETER VANDUZEN:

SIR:—We hereby demand possession of the following articles of property now in your possession, viz: 5 stubble plows, 2 buggy plows, 1 corn planter, 1 harrow, 3 cultivators, 36 hoes, 12 corn knives, 3 stoves with pipe, &c., 4 bedsteads, 12 chairs, 12 mattrasses, 12 pillows, 12 pair blankets, a lot of cane and seed in the house now occupied by you, one stack of hay across the street from the house now occupied by you, a lot of potatoes buried in the ground near said house.

Defts objected to that portion through which the red lines are drawn. Objection sustained. Plff excepted.

Plff read in evidence the following. Execution of same proved.

36 This indenture made this twenty-fourth day of February, A. D. 1863, between Chew Snebly, of the County of LaSalle, and State of Illinois, party of the first part, and George A. Belcher and William H Belcher of Cook County, State of Illinois, party of the second part.

Witnesseth, that the party of the first part, for the consideration hereafter expressed, hath let and leased and doth hereby let and lease and demise unto the said party of the second part the premises hereafter described, subject to the exception therein stated, viz :

All the land belonging to the Spring Valley farm now occupied by said Snebly, in said County of LaSalle, that is now under the plow and that is suitable and fit for being plowed in due season for the cultivation of of either corn, sorghum or oats, except the stone house and its outbuildings, and about twelve acres of land lying between the Reed farm and Race Course on the east and the fence on the west side of said stone house and its outbuildings, to have and to hold the same unto said party of the second part, together with all the buildings, privileges and appurtenances thereunto belonging for the term of two years from the first day of March, A. D. 1863. The said party of the second part agrees to pay the said party of the first part, his heirs or assigns the sum of four dollars per acre for all the land leased as aforesaid, and to pay the same as follows, viz: One half of said sum on the first day of September, and one half of said sum on the first day of December in each year, being four dollars per acre for each year. Said party of the first
37 part agrees to put the fences now on the outside of the Spring Valley farm in good repair; and in case a fence is required along the line of the Illinois and Michigan Canal, he agrees to furnish the materials necessary to build the fence, and the party of the second part agrees to put the same up in a suitable manner. The said party of the first part agrees to furnish glass to repair the windows in the tenant houses on said premises hereby leased. It is agreed by the first part that any and all buildings, machinery and appurtenances therewith connected, which said party of the second part may put upon said premises for their better use of said premises, may be removed by them at the expiration of this lease.

It is understood that all of said farm not leased by the terms thereof to the party of the second part is to be used by said Snebly, but he shall not turn his stock in the same so as to go upon the land leased by said second party have secured their crops.

38 It is further agreed that each party shall have the right to pass over the land of the other to get to the land used by each respectfully, so that no unnecessary damage is done. The roadway from the main road to the canal shall be free to both parties.

All offal (cane trash) from the Manufactory of the sugar cane not wanted by the party of the second part for their own use or benefit may be taken from the cane mill as the same accumulates by the party of the first part for his own use or benefit, with the understanding that if he does not remove said offal as fast as necessary, the party of the second part will dispose of it as they see fit.

It is also agreed that any cane seed not gathered or secured by the party of the second part from the crops on said farm for their own benefit for feed for stock, for seed or for sale for seed before the 15th day of November, may thereafter be gathered or used in way by the party of the first part for his own benefit.

It is agreed and understood that said party of the first part is to have and does hereby retain for his own use the corn-crib in the Race field, with free access to the same.

It is understood that there is between four and five hundred acres of land on said farm plowed and fit for plowing, and it is also agreed that if the parties hereto cannot agree upon the number of acres plowed and fit for plowing, for the cultivation of crops as aforesaid, that the County Surveyor shall determine the same, if he can be procured to measure and determine the same.

It is further agreed that if the party of the second part fails to perform any of the agreements by them herein specified to be performed at the time and in the manner specified, then the party of the first part shall have the right to determine this lease and re-enter and take possession of said premises, and eject all persons therefrom with or without process of law.

The party of the first part agrees that upon the performance of the agreements herein of the party of the second part, they shall have the quiet and peaceable enjoyment of said premises during the term of said lease.

The said party of the second part agrees not to assign this lease without the written consent of the party of the first part.

The party of the second part waives the necessity of a demand for the rent being made on the particular day it is due, and agrees that it may be made at any time after due.

Witness our hands and seals this 24th day of February, A. D. 1863.

CHEW SNEBLY, [SEAL.]
GEORGE A. BELCHER, [SEAL.]
WM. H. BELCHER. [SEAL.]

[STAMP.]

40 By mutual consent of both parties the party of the second part hereby surrenders this lease and the possession of the premises, with the exception of the building which they have erected for a lodging house, which they reserve with the privilege of using or removing the same until March 1st, 1865, and for which they agree to pay the sum of one dollar; and they further agree to repair any damage beyond the natural wear and tear of the tenant house, and the party of the first part hereby accepts of the surrender with the reservation as aforesaid.

Witness our hands and seals this 27th day of February, A. D. 1864.

C. SNEBLY, [SEAL.]
GEO. H. BELCHER. [SEAL.]

Plaintiff rested.

The deft read in evidence the following instrument of writing. Execution duly proven. Plff objected and excepted.

41 This agreement made the sixth day of March, A. D. 1863, by and between Peter VanDuzen of LaSalle County, State of Illinois, party of the first part, and William H. Belcher and George A. Belcher of Cook County, State of Illinois, party of the second part.

Witnesseth, that the said party of the first part, in consideration of the covenants on the part of the party of the second part hereinafter contained, doth covenant and agree to and with the party of the second part that he will give his entire time and services for the term of ten months from the date hereof, to the care, superintendance, management and cultivation of the land leased by the party of the second part of Chew Snebly, and known as the Spring Valley farm in LaSalle county. He will devote his best exertions to the hiring of labor and teams, and to the cultivation of such crops as the party of the second part may require for said farm. He will also give careful attention to the keeping of the fences and tenements in good repair on said farm. He will keep books of accounts showing the details of the work on said farm, the quantity of land planted in each variety of crop and the amount of labor thereon, as near as he can so do. He will keep a general expense book, showing all payments and outlays made by him on account of said farm and its crops, and he will take vouchers therefor. He will conform to the requirements of the party of the second part in the general management and business of said farm, and in the absence of specific instructions from said party of the second part, he will be governed by his own judgment in the management of said farm and in the cultivation of its crops.

The party of the second part, for and in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and

with said party of the first part that they will pay to said party of the first part monthly, as wages, thirty-five dollars ($35) per month, which sums shall be charged as current expenses on said farm.

The party of the first part shall have as a residence for himself and family during the period of this agreement such tenement or part thereof as he may deem necessary, which may be on the land leased of Snebly. He shall also have the use of the necessary land for a family garden, and for a cow and hog yard. The party of the first part shall be entitled and shall have one-fourth of the net profits of the crops grown on said farm and which may be or shall be sold, and not consumed on the farm.

It is agreed and understood that a large portion of said farm is to be cultivated in Sorghum and Imphee canes, and that said party of the second part will erect works on their own account and at their own expense on said farm, to manufacture the cane grown thereon into syrup, and that the said second party shall have for manufacturing the syrup on said farm, one-half of the syrup produced, and the farm shall have the other half of the syrup produced ; and the farm half of the syrup may be purchased by the party of the second part at the Chicago wholesale price of good raw syrup, less the cost of packages and freight to Chicago.

It was agreed that the party of the first part shall be entitled to the payment to be made to him or to his assigns by the party of the second part, of one-fourth of the *nett* profits of said farm, which shall be estimated and paid within thirty days after the syrup manufacturing on said farm is completed. The nett profits of said farm shall be ascertained by charging it with all rent of land, wages of men and teams, and all expenses and outlays on account of the said farm and its crops, and crediting it with the sales of all products. It is understood that the farm is not to be charged with any expenditure of labor, teams or money, outlays, that are connected with the erection or working of the syrup manufactory. It is agreed and understood that the cane grown on said farm is to be delivered at the syrup factory, cut, stripped and topped at the expense of the farm, but that the farm shall not be at the expense of a second handling of the cane at the mill. All tools and implements purchased for the farm to be estimated at their cash value at the end of the season, and credited to the farm in general account.

PETER VAN DUZEN, [SEAL.]
[STAMP.] WM. H. BELCHER, [SEAL.]
GEO. A. BELCHER. [SEAL.]

Deft read in evidence three letters. Execution proven, from Wm. H. Belcher to Peter VanDuzen.

No. 1.

44 This will be handed you by Mr. Chas. Foot, formerly from the State of New York, now resident of Bureau county. Mr. Foot comes highly recommended to me by parties whose reliability is of the first character, as a superior man to manage or assist in managing and in *working* a farm. Mr. Foot is a good worker as well as manager. He has charge of Mr. Lovejoy's farm, employing and boarding 10 to 15 men, and says he has female help sufficient to board ten men, also the necessary furniture and bedding for 10 men. He will agree to give his services for one year, and that of his family, and board 10 men, and furnish all but provisions as have to be bought, for $700. This will be all the charge, in case the boarders are increased at any time to 15, 20, or even 40, but for furniture and bedding and female help for over 10 men, we should have to provide, and I must keep an eye to our wants of boarders for the mill and manufactory. I have such assurance from parties acquainted with Mr. and Mrs. Foot, and of their good management and of their suitability for the position, that I am strongly disposed to accept their services, charging the farm for Mr. Foot's services the same we pay our best men, or extra in event he should be required to assume charge or responsibility, and charging for the board of hands for the farm what may be deemed a fair price only per week, the balance for Mr. and Mrs. Foot's services would come out of the manufacturing department, and not out of the farm. I am very anxious that you should have such assistance on the farm, as I should have full confidence in him to take charge in your absence or during your sickness if you should be confined sometime and not be able to take the field; and I should have confidence in Mr. Foot and his ability to superintend during your absence, and also think he would be a great assistance to you in looking after portions of the work while you were occupied with other portions of the work. I made no arrrngement with the Missourian about boarding men. He would undertake to board a few, but could not say at what cost or how many; but I could not depend on him for boarding the large number required for fall work. I estimate that I might save in the economy and good management of Mr. and Mrs. Foot all that I would pay over ordinary help. You will, if you see no great objection, consider Mr. Foot engaged to come with his family and go into the Hotel, and that his services are accepted, the expense to the farm to be no more than the same service will cost from others.

I think you will feel relieved to have a good assistant to take off from your mind anxiety and care in your sickness, and such assistance I feel sure you will find in Mr. Foot. It will be well for him to have a few young men from 17 to 19—those that will avoid the draft.

N. B.—I sent Mr. Snebly $50 for you yesterday. Let me know your wants.

46 No. 2.

Received. I have been quite unwell this week, and Mr. Hunter has been absent in St. Louis, and your orders have not had as prompt attention as otherwise they should have had. I have sent you by Railroad to your order:—

One brl. coffee sugar; one brl. refined syrup; one brl. dried apples; one bottle brandy; one can peaches in a half brl. of Boomerum Cane Seed.

There are directed to you at Utica say 3 brls., one half brl.

I desire you to take good care of this half barrel cane seed, as it is said to be a superior variety of African Cane for sugar. You will find the bottle and cane pretty well down in the seed, and I trust all will be found satisfactory and duly reach reach you. I have written you some letters directed to Utica, which I trust you received; one relative to a double plow sent you at Utica from Moline.

I have ordered from Columbus, Ohio, as specimens, three double plows of two sizes, and subsoil plow, all the working metal parts to be of steel. I shall look for these plows to be here next week. I presume you will look among the plow and implement folks at Ottawa as soon as you can get out. The weather has been bad here till to-day, and I suppose you cannot yet have commenced plowing, though two or three days like to-day will dry up the land a good deal where it is of the dry up kind. In regard to Mr. Chas. Foot of Malden, Bureau County, being employed with a view to boarding working men, more particularly next Fall, when we must have 30 or 40 men to take off and manufacture the crop. I was in hopes there would be no obstacle in the way, but from your last letter from Utica I learn that Mr. Rohrer, the Missourian, was not pleased with the idea of Mr. Foot's employment as proposed. Now I would not like to lose the services of Mr. Rohrer and his family of boys, and if you see no way to keep him and them, and also take Mr. Foot in the plan proposed, why we must get along the best way we can without him, (Foot,) for I think with you that it would be bad policy to part with Rohrer, though I should feel more certain that Foot would manage a large number of boarders, as he has had much experience in the business. If you see no way to keep Mr. Rohrer and also employ Mr. Foot, you will please write to Chas. Foot, Malden, Bureau County, that there are difficulties in the way of giving him the position contemplated which compells us to abandon the idea this Spring.

N. B.—By enclosed advertisement, I notice Mr. Snebly advertises his store-house for rent. What rent does he ask for it?

N. B.—Mr. Hunter will send you balance in note to-morrow.

48 No. 3.

When Mr. Snebly arrived here this week and informed me of your very sick condition, and that you would not be able to attend to the farm this Spring, and advised my obtaining some one to superintend, I at once got Mr. Snebly to go to Malden and engage Mr. Foot, which he did; and I trust Mr. Foot will be with you in two or three days and relieve you of all anxiety and care of the farm. I write to say that Mr. Foot is engaged at a salary as first proposed with him, and I trust you may be well enough to take charge in the cultivation or in the gathering of the crops, and derive all the benefit you have expected from the crop.

Robert Anderson said, was present when the writ of replevin was executed; saw the two buggy plows, one stubble plow and a cane planter
Jan. 5. I bought there of Van Duzen before they were replevied. I had labored for the company and wanted my pay, and I took these imple-
49 ments from VanDuzen for the balance of my pay, at following prices:

2 buggy plows at $20 each, - - -	$40.00
1 stubble plow, - - - - - -	8.00
1 cane planter, - - - - - -	20.00

I settled with them at the time, and these articles amounted to the balance of my account. VanDuzen had paid me money before I worked from April 1st, 1863, to January, 1864; first hired to VanDuzen and worked under him on both sides of the road, and done so all the season when directed by VanDuzen, and he directed me through the principal part of the season. Foot came, and used to go to VanDuzen to get instruction how to work and what crops and fields to plant. While VanDuzen was sick about a month I was directed by Foot. I was present when George A. Belcher came in Fall and wanted VanDuzen to send the boys when he had gathered seed to work on mill; VanDuzen refused. They were then at work on both sides of the road under VanDuzen. There was an item of team work in my account which was settled in December; George A. Belcher and VanDuzen were present. Belcher refused to allow the team account, but VanDuzen allowed it.

Cross Examination.

I received $30 of Foot in June; I also got groceries of Foot, who kept the farm store, I got $30 of Snebly before Foot came to farm. Received of VanDuzen, 7th of May, $30. Foot did not pay me for all work done on north side. VanDuzen and Foot had the men divided; I don't know the terms of division. The cultivation of north side, except the oats, was by men under Foot; and south side by men under VanDuzen. In Fall, Foot superintended the cutting of cane on whole farm, and Van-

Duzen the gathering of seed. I worked on farm till 5th of January. From 6th to 18th of November I was away, and after that was cutting cane seed and boxing and barreling cane seed.

50 Direct resumed.

I never hired to any one but VanDuzen to do the work I did there. VanDuzen told me to go and work on north side, and Foot kept my time there. VanDuzen said I could work on north side on account of my house being there.

Deft rested.

Plff recalls Charles Foot and asks the question.

State whether or not VanDuzen informed you about the time the division of the land was made, that he had made an arrangement with Belcher for such division, and had relinquished a part of the land mentioned in the written contract, read in evidence by deft?

Objection by deft. Sustained, and plff then and there excepted.

Here deft moved to dismiss the suit for want of jurisdiction, on the ground that plff and deft were partners, and that the property replevied belonged to them as partners.

51 Motion sustained and suit dismissed, to which ruling of the Court the plffs then and there excepted.

ERRORS ASSIGNED.

Admitting improper evidence.

Rejecting proper evidence.

Sustaining motion to dismiss.

In dismissing suit.

In rendering judgment.

136 113

Wm H. Belcher
et al
vs
Peter VanDuyn

Abstracts

Filed Oct. 10, 1865
Leland
Clk.

1 La Salle County Court March Term A.D. 1864

State of Illinois }
La Salle County } ss

Heas before the Honorable P. Kimball Leland Judge of the County Court of La Salle County, State of Illinois at a regular Term thereof commenced and held at the Court House in Ottawa in said County on Monday the seventh day of March A.D. 1864.

Present the Hon. P. Kimball Leland Judge
Samuel M. Raymond Clerk
William A. Milligan Sheriff

Be it remembered that heretofore, to wit: on the 30th day of January A.D. 1864, came ~~the Plaintiffs~~ George A. Belcher and William H. Belcher by Leland and Blanchard their attorneys and file the affidavit of George A. Belcher which is in the words & figures following.

State of Illinois } And County Court thereof
La Salle County } To March Term A.D. 1864

George A. Belcher says on oath that he said George A. Belcher and William H. Belcher are the owners of and entitled to the possession of the following described personal property situate in said La Salle County viz; Five Stubble Ploughs. - two Buggy Ploughs one Corn Planter - one Harrow - three Cultiva

thirty six knives - twelve corn knives - three stoves & pipe (1 cooking stove & two heating stoves) four Bedsteads - twelve common chairs twelve straw mattrasses - twelve straw Pillows - twelve pair woolen Blankets A lot of cane seed - one Stack of Hay - A lot of potatoes - That said property nor any portion thereof has not been taken for any tax, assessment or fine levied by virtue of any law of this State nor seized under any execution or attachment against the goods and chattles of said George A. Belcher and William H. Belcher or either of them liable to execution or attachment

Geo A. Belcher

Subscribed & sworn to before me this 30th day of January A.D. 1864

S.M. Raymond Clerk
By W.S. Easton Deputy

And on the same day there was filed ~~there was filed~~ in the office of the Clerk of said Court a Plaint in the words and figures following - to wit:

"State of Illinois } and County Court thereof
La Salle County } To March Term 1864

George A. Belcher and William H. Belcher Plaintiffs in this suit by Leland & Blanchard their attorneys complain of Peter Van Duzen in a plea of Replevin For that the said defendant on the twentieth day of January A.D. 1864

3

at. to wit, said County, took the goods and chattles, to wit: Five Stubble Ploughs two buggy ploughs - one corn planter - One Harrow - Three cultivators - Thirty Six Hoes - twelve corn knives - three Stoves & pipe (one cooking & two heating Stoves) four bedsteads - twelve common chairs twelve Straw Mattrasses - twelve Straw pillows - twelve pair blankets, a lot of cane seed - one Stack of Hay - a lot of potatoes, of the said Plaintiff of great value to wit - of the value of five hundred dollars, and unjustly and wrongfully detains the same, wherefore the said Plaintiffs say that they are injured and have sustained damages to the amount of one thousand dollars

Leland & Blanchard
Plaintiffs Attorneys

And on same day there issued from the office of the Clerk of of said County Court a Writ of Replevin under the seal thereof, which said writ is in the words and figures following, to wit:

"State of Illinois } ss
La Salle County }

The People of the State of Illinois, to the Sheriff of said County, Greeting:
If George A Belcher and William H. Belcher of said County of La Salle shall give you due and sufficient security to prosecute his suit to Effect and without delay, and

to make return of the following described goods and chattels, the property of the said George A. Belcher and William H. Belcher to wit: Five Stubble Ploughs. two buggy Ploughs one corn planter. One Harrow. three Cultivators - thirty six Hoes - twelve corn Knives - three Stoves & pipe (one cooking & two heating stoves) four bedsteads - twelve common chairs twelve straw mattrasses - twelve straw pillows - twelve pair woolen blankets a lot of cane seed - one stack of hay, a lot of Potatoes, which Peter van Dugen also of said County, forcibly and unlawfully took and unjustly detains - and return the said property if return thereof be awarded - and further to save and keep you harmless in replevying said property then you are to cause the said goods and chattels to be replevied and delivered to said Plaintiff without delay, and summon the Defendant personally to be and appear before our County Court in and for said LaSalle County, on the first day of the next term thereof, to be holden at the Court House in said LaSalle County on the first Monday of March A.D. 1864, to answer to the said plaint of the said Plaintiff for his unjustly detaining the goods and chattels aforesaid. And make due return of the Bond to be taken of the said plaintiff aforesaid. together with this Writ. to the Clerk of our said Court. with an endorsement hereon as to your doings in the premises,

5

Witness Samuel W. Raymond Clerk of said court and the seal thereof at Ottawa in said County this thirtieth day of January A.D. 1864

(Seal)

S. W. Raymond, Clerk
By W. S. Easton. Deputy

(9x Revenue Stamps)

And on the seventh day of March A.D. 1864, said Writ was returned and filed in the office of the Clerk of said County Court with an endorsement thereon in the words and figures following, to wit:

"State of Illinois } ss.
La Salle County }

I have duly executed the within Writ by Replevin the following described property and putting Plaintiff Geo. A. Belcher in possession of the same to Wit; two Stable plows - two Buggy Plows, two Cultivators, two heating Stoves with pipe twenty seven Hoes. one lot of Cane seed. one Stack of Hay. one pair of Woolen Blankets & on corn Planter. and also summons the Defendant Peter Van Dugen to be and appear on the 1st day of the County Court at Ottawa Executed on this 30th day of January A.D. 1864

W. R. Milligan Sh'f
By D. J. Brush Deputy

Fees Service & Ret. .60
Mileage 10 miles .50
Bond .50
$1.60

And on the same day a Replevin Bond was filed in the office of the Clerk of said County in the words and figures following to wit:

6

Know all Men by these Presents. That we George A. Belcher. William H. Belcher and Chas Snelby are held and firmly bound unto William A. Milligan Sheriff of the County of La Salle in the State of Illinois and to his successors in office. Executors administrators and assigns. in the penal sum of One thousand Dollars. lawful money of the United States. for the payment of which sum we do hereby jointly and severally bind ourselves our heirs. Executors and administrators.

The condition of this obligation is such that whereas on the 30th day of January in the year of our Lord one thousand eight hundred and sixty four the said George A Belcher and William H. Belcher sued out of the County Court of La Salle County aforesaid. a Writ of Replevin against Peter Van Ruyen Defendant. for the recovery of the following described goods and chattels property. to wit: five Stubble ploughs - two buggy ploughs. one corn planter - one harrow three cultivators - thirty six hoes twelve corn knives - three Stoves & pipe. (one cooking & two heating Stoves) four bedsteads - twelve common chairs - twelve Straw Mattrasses - twelve straw pillows twelve pair blankets - a lot of cane seed one stack of Hay - a lot of potatoes. Now if the said George A Belcher and William H. Belcher Plaintiff shall prosecute their suit to effect. and without delay. and make return of the said property. if return

thereof shall be awarded, and save and keep harmless the said Sheriff in replevying the said property, then this obligation to be void; otherwise to remain in full force and effect

Witness our hands and seals this 30th day of January AD. 1864

Geo A Belcher (Seal)
Wm H. Belcher by Geo. (Seal)
A Belcher his attorney in fact
Chas Snebly (Seal)

(50¢ Revenue Stamps)

On the seventh day of March AD. 1864 an order was entered of record in said Court in words and figures following - to wit:

George A Belcher &
William H. Belcher
vs
Peter Van Duyen
} Replevin

This day come the Plaintiff by Leland and Blanchard their attorneys and on their motion the Defendant is ruled to file his plea herein by to morrow morning

On the 10th day of March AD. 1864. the same being one of the days of said term of said Court. The following Pleas were filed in said cause. to wit:

William H. Belcher et al
vs
Peter Van Duyen
} LaSalle County Court

And now comes

4 the said defendant and defends &c when &c & says actio non &c because he says that he did not wilfully or unlawfully or wrongfully detain the goods & chattels in plaintiffs declaration mentioned & of this he puts himself upon the country

and Plff doth like

2 And for a further plea defts says that the said goods & chattels were not at the said time when &c. the property of the plaintiff and of this he puts himself upon the country

Plff doth the like

3 And for a further plea in this behalf defendant says actio non &c. because he says that said goods & chattels were at the said several times when &c the property of this defendant and not of plaintiff and this he is ready to verify

4 And for a further plea in this behalf defendants says actio non &c because he says that he was before and at the time when said goods & chattels are alledged to have been taken and detained the keeper of a boarding house and at the special instance & request of said Plaintiff defendant had boarded a large number to wit five men the servants of the plaintiff and engaged about the business of the plaintiff and that said plaintiff then & there agreed with defendant to pay him for the board of their said servants and defendant over that said goods & chattels were

brought to said boarding house of defendant by the said servants of Plaintiff and that a large sum of money to wit: the sum of one hundred dollars was due from the plaintiffs to the defendant for the board of said servants of the plaintiffs at the time when this suit was commenced. And this defendant had a lien upon said goods & chattels for the board so due to him and because said board was unpaid defendant detained said goods & chattels until the same should be paid which is the same supposed taking & detention above complained of & this he is ready to verify. Wherefore he prays Judg & &c

Glover, Cook & Campbell
for Deft

And on the same day a demurrer was filed in said cause, as follows, to wit:

"George A. Belcher & }
William H. Belcher } In the La Salle County
vs } Court. To the March Term 1864
Peter Van Dugen }

And now comes the said Defendant and defends &c. when &c and says actio non &c because he says, that the Plaintiffs declaration & the matters and things therein set forth in manner & form as the same are therein stated is not sufficient in law for the Plaintiffs to have or sustain his aforesaid action and Defendant is not bound by law

to answer the same and this he is ready to verify wherefore he prays Judgment

Glover Cook & Campbell
Defendants attys

And on the same day a demurrer and Replication was filed in said cause, as follows, to wit;

State of Illinois } and County Court thereof
La Salle County } to March term 1864

George A. Belcher &
William H. Belcher
vs
Peter Van Deuzen

And now comes the said Plaintiff by Leland & Blanchard their attorneys and says that said fourth plea of said defendant by him above pleaded is insufficient in law to bar the aforesaid action of said Plaintiff against said defendant & this they are ready to verify. Wherefore they pray judgment &c

Leland & Blanchard
Pff attys

And for Replication to the third plea of said defendant by him above pleaded Plaintiff say precludi non ~~Reply~~ say because they say that the goods & chattels in Plaintiff declaration mentioned were not at the ~~time~~ said several times when &c the property of

said defendant, but were at said time
when &c the property of said Plaintiff
and this Plaintiff pray may be
enquired of by the Court

Leland & Blanchard
Plff Attorneys

And on said tenth day of March
A.D. 1864. The following proceeding were
had in said cause and entered of
record. as follows. to wit:

George A. Belcher and
William H. Belcher
vs
Peter Van Duyn

Replevin

This day comes
the defendant by Glover, Cook and
Campbell his attorneys and file a
demurrer to the declaration of Plaintiff
filed herein

Whereupon comes the Plaintiff by
Leland and Blanchard their attorneys
and after hearing the arguments of
counsel said demurrer is overruled
by the Court

When the Plaintiff by their said
said attorneys file their demurrer
to the 4th plea of defendant filed herein
and after hearing the arguments
of counsel said demurrer is sustained
by the Court

Thereupon come the following
Juror's of a jury to wit: A. S. Deake

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H. M. Chase. W. W. Stumph. Joseph Ayres Robert Braden. John Smith. Josiah E Shaw. Henry Burgess. Gideon Mace Joseph Stout. William Hughes and Jno Bregg. who were duly elected tried and sworn to well and truly try the issues herein according to the evidence and after hearing a portion of the evidence (by consent of parties) are allowed to seperate and come into court to morrow morning

And on the 11th day of March A.D. 1864 the same being one of the days of said term of said court. the following proceedings were had and entered of record in said cause. to wit:

George A. Belcher &
William H. Belcher
vs
Peter VanDuzen

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Replevin

This day again come the parties herein by their attorneys together with the jury. and after hearing a portion of the evidence the jury were allowed to seperate and come into court to morrow morning

And on the 12th day of March A.D. 1864 the same being one of the days of said term of said Court the following proceedings were had and entered of record in said cause, to wit:

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25

George A. Belcher &
William H. Belcher
vs
Peter Van Duyen

Replevin

This day again come the parties herein by their attorneys together with the jury, and after hearing the evidence on both sides and before the arguments of counsel to the jury, the Defendant by his attorneys enter his motion to dismiss this suit for want of jurisdiction, and after hearing the arguments of counsel, said motion is sustained by the court, and ordered that this suit be dismissed and the jury discharged, and it is further ordered that a writ of returno habendo issue herein. To which ruling of the court in dismissing said suit, the plaintiffs by their attorneys then and there except, and pray an appeal herein to the Supreme Court, which is granted upon condition and by agreement that a Bill of exceptions with an appeal bond in the sum of $600, be filed within five days

It is therefore considered by the court that said defendant have and recover of said Plaintiffs his costs and charges by him herein expended and that he have execution therefor

Be it remembered that on the 15th day of March A.D. 1865, a Bill of exceptions was filed in this cause, which is in the

words and figures following, to wit:

" State of Illinois
" La Salle County of the March term of the County Court thereof 1864

George A. Belcher &
William H. Belcher
vs
Peter Van Dugen

Bill of Exceptions

Be it remembered that on the trial of this cause, the Plaintiffs to maintain the issues on their part, called as a Witness Charles Foot, who being duly sworn testified as following

First as to his interest at the instance of Defs was there not a paper or written contract under which you came on to the Spring Valley farm—

Answer. Yes. Witness produces the paper—I never claimed to own the property replevied, but did claim the possession of part of it to use on the farm if I could get it. I had right of possession to use in the farm up to the first day of January. I took Hay out of the Stack replevied for the Stock on the farm. I did claim the right to use the tools on the farm under the contract of employment Contract was shown to Court. Defendant objected to witness testifying— objection overruled and defendant excepted

I went on to the Spring Valley farm April 15, 1863, and worked on the farm

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until January 7th or 8th 1864 when I left

Question by Plaintiff = Were you at work for yourself or some one else & if for some one else, who were you at work for?

By Deft. was your contract of employment in writing? Ans. Yes; it was the one shown to the court & the one under which I worked.

Deft. objected to witness answering the last question by Plff. because the contract of employment was in writing. Objection sustained - and Plaintiff then & there excepted

I was not at work for myself.

By Plaintiff. For whom were you employed? Objection by Deft. because witness says his employment was in writing; objection sustained. and Plaintiff then & there excepted

I was in the farm when the property in controversy was replevied and assisted the officer in removing the property.

I knew the Stubble plows replevied one of them was got of Smeby. some of the men under my employ got the plow of Smeby by his consent

By Plaintiff = Who was the owner of the plow? Objection by deft. sustained and exception taken by Plff. The court stated that the witness might state facts & circumstances relative to ownership but not his mere opinion

I had possession of the plow after it was

got from Snebly. & rised the plow on the farm & held possession under the contract between myself and George A Belcher & Co before mentioned

Plaintiff then read said contract in evidence, which is in the words & figures following

La Salle county State of Illinois

Articles of Agreement made and entered into this tenth day of April 1863. by & between Geo. A. Belcher & Co of the first part & Charles Foot of the second part.

Now this Indenture witnesseth that the said George A. Belcher & Co have this day hired and employed the said Charles Foot his wife & daughter from the date of this agreement for and during the time and until the first day of January 1864, and the said Foot agrees to devote his time and attention to working and managing the Spring Valley farm and that his wife and daughter shall take charge of and superintend the Store House: keep and provide a seperate table for the family of C. Snebly and said Foot and such other persons as may visit or stop at said house and said Foot is to keep an account of all monies received from persons visiting or boarding at said House: and the said Foot and his family is to keep and provide a seperate for as many men as the said Geo A. Belcher & Co may be required to employ for building and manufacturing purposes on said

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farm. and the said Geo A. Belcher & Co agree to pay for all the help required for said purpose, and agree to furnish and provide whatever is necessary to carry on the house, and the said Geo A. Belcher & Co in consideration of the services to be rendered by the said Foot and family agree to pay him Seven hundred dollars. Two hundred dollars of which in sums as he may require for use, and the balance, say five hundred dollars at the expiration of this agreement.

In Witness whereof we have hereunto set our hands and seals the day and year above written

Geo A. Belcher & Co (Seal)

[Plaintiff] Charles Foot (Seal)

+

By Pltff Who did you have the possession of the plow for? Objection by Deft. sustained and exception taken by Pltff.

The property that came into my possession on the farm was either under the contract or other written instructions

I dont know who the company were except by the declarations of the Plaintiffs

George A. Belcher & Co. was the name of the firm I did business with

There were three Penn plows on the farm when I went there. I got one at Penn & there was one came by Rail Road to me or Van Duzen & one of the plows replevied was one of these five. they were all used on the farm when I went on to the farm. Van Duzen was sick

and said he was glad I had come that he was sick & unable to take charge of things that somebody was needed there & that he had written to George Belcher about it & said he turned over to me all the tools farming implements & management of the farm also some groceries & provisions book &c Van Duzen said nothing about the ownership of the property so turned over to me. I kept possession or control of the property & management of the whole farm until June

The first I saw of Buggy plows they were brought from Depot by teams employed on the farm. I used one & Van Duzen the other they were directed to me

By Plff- who sent them to you?

Deft objected to witness answering the question as the witness stated he was not present and only knew from a letter he received that they had been sent & that said letter was in existence & under his control in Bureau County in this State- Court sustained the objection and the Plff then & there excepted- All the property I held was under the contract between George A. Belcher & Co & myself read in evidence

One of the cultivators replevied was one of a lot of three sent to Utica to my address Van Duzen used one and I used the other two. the other cultivator replevied I know nothing about except by hearsay

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it came on to the farm in June
The two stoves replevied were small coal stoves dont know where they came from except from hearsay. Van Duzen had them in his possession when replevied they were brought to his house in October
Van Duzen came down to the Store room for some pipe. he said Belcher had sent him some stoves, and he had not pipe enough for them. he got some pipe from the store room

By Pltff - Do you know who was the owner of the pipe - Objection made by Deft. sustained - and exception taken by Pltff
The Court stated that witness might state the facts & circumstances relative to ownership but not his mere opinion
A lot of pipe and a Stove came there at one time directed to George A. Belcher
The Plaintiff William H. Belcher lives in Chicago
Van Duzen told me he bought about thirty hoes for the farm in Ottawa
I bought about fifteen hoes for the Plaintiff some of those he bought and those I bought were of the same kind. no part of those I bought were replevied for when I left I gathered them up and put them in store room - the replevied hoes were in the house occupied by Van Duzen.
Most of the Cane seed replevied was raised on the north part of the farm which I had charge of - there was from fifteen

to twenty bushels corn seed replevied.
About two thirds of the amount replevied was Grey top - and all the Grey top was raised on my part of farm - there was some eight or ten bushels of that. the balance was black seed in boxes cant tell where that was raised.
The Stack of Hay was drawn and stacked by men & teams working under Van Dugen
One pair of woolen blankets was replevied they were small Grey double blankets
I saw two boxes of blankets on the porch of the house occupied by Van Dugen. they were small Grey double blankets
Witness stated that he knew the hand writing of Peter Van Dugen the defendant and had seen him write.
Witness swears to the signature of Van Dugen to letters No 1. 2 & 3. also to Statement No 1 & 2
The corn planter replevied I got at Utica where it came addressed to me. there were 2 of them - I and Van Dugen used them for planting corn seed on the farm

By Pltff - who furnished you with all the tools and implements used on the farm? objected to by defendant and sustained as witness had stated that he received them under the written contract and Pltffs then & there excepted

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By Plff. Do you know who composed the firm of George A. Belcher & Co with whom you made the contracts.

Ans. I know who I made the contract with - I do know at the time I made the bargain with William H. Belcher he told me - Here Deft objected to witness answering further - objection sustained and Plff then & there excepted

I know George A. Belcher and William H. Belcher

State if you know whether or not George A. Belcher & William H. Belcher claimed to be members of the firm of George A Belcher & Co with whom you contracted and whether you ever knew of any other persons claiming to be members of said firm

Objection made by Deft and sustained Plff then & there excepted

I dont know of any acts of the plaintiffs showing a partnership prior to and at the time of the execution of the contract with me

By Plff - Who directed you in what you did under the contracts.

Objected to by Deft & sustained and Plff then & there excepted

By Plff - after you went on to the farm did you receive directions from any one in regard to the management of the farms.

I did.

By Plff - Who gave such directions.

Objected to by Deft unless such directions were not in writing or given when on farm

or in presence of defendant - sustained and Plaintiff then & there excepted

William Belcher was on the place twice during the season. looked over the farm and gave some directions. George A. Belcher came there last of august and took charge of the mill & manufacturing department and directed the labor there - the mill was on Betts land adjoining the Sneby place

Do you know of any other person or persons acting in a manner that indicated that they were members of the firm of George A. Belcher & Co except said George A. Belcher and William H Belcher? if so state what these acts were - Objection by Defe and overruled and defe then & there excepted
Ans - I do not

By Plff. Where was the cane taken from that was ground at the mill
objection by Defe overruled and Defe then & there excepted
Ans. The cane grown on the farm was taken there - No persons except William H. Belcher & George A. Belcher ever gave me any directions in the management of the farm
By Plff - If George A. Belcher gave you any directions State what they were. from September 1st to January 1st he directed me to cut cane & haul & buy coal & pay

off men - a division of the farm was made between Van Duyen and myself about the of may 1863. The road runs east & west through the farm. Van Duyen took the south side of the road and I took the north side of the road. we divided the teams & men. Van Duyen took sufficient teams and men to cultivate the south side and I took the balance. there is in all about 400 acres of plowed land there is on the south side of road about 110 acres or 120 acres

By Plff - State whether or not any one directed you to divide the land in that way? If so who?

Ans - I had directions by letter

Deft objected to witness stating from whom he received the directions by letter & what the directions were - objections sustained & Plff then & there excepted

I know hand writing of Chas Sneby George A Belcher & William H. Belcher my contract was executed by William H. Belcher

I was present on the 27th of January 1864. at the house of Van Duyen when George A. Belcher made a demand of Van Duyen for Plff for the property replevied. said demand was both verbal & written. I have a copy of the written demand which I saw Belcher hand to Van Duyen (witness produced copy of written demand) Van Duyen

24 replied to the that he had a Landlords lien upon the property and should not give it up. Van Duzen had not read the written demand at the time of his reply Defts admitted that a sufficient demand was made

After Van Duzen turned over the tools farming implements - I directed the plowing & cultivation of the whole farm until the seventh of May when Van Duzen recovered his health & when the said division of the farm & implements was made. after division I occupied north side & Van Duzen south side of road I cultivated the cane on north side and harvested it & took it to mill. I directed the men working there & hired some of the men and teams & paid them Part of the money I paid them with came to me in letter containing checks & part was given me by George A. Belcher in money & checks

+ By Plff - State if you know who sent you the checks - Objection by Defts & sustained witness having stated that all he knew was by letter in his possession or under his control and Plff then & there excepted

Dont know who paid men on south side except from hearsay
In may or June last was present with Van Duzen in Bank when he got a check cashed for $100. to $150. he said he got it

from William H. Belcher
on the last of December or first of January last I heard George A. Belcher read over to Van Dugen a list of checks & money that Van Dugen had received. Van Dugen said it was all correct except $50, which he said he had not got - do not recollect the aggregate amount
By Pltff. State as near as you can the amount of the checks & money so read over to Van Dugen.

Objection by Defts and sustained and Pltff then & there excepted

The list read over was in pencil and I do not remember whether it was on paper or in Georges memorandum book George told Van Dugen that he took the statement from the fly book. that the cash book was in the safe & Mr Hunter had the key. Van Dugen controlled the south side of road, & furnished groceries from the store house to Van Dugen's men. William H. Belcher furnished the groceries
The implements replevied were used on the farm

Cross Examination

Witness shown Brewster Bill & says the Plows & talked about are described in the bill & the rest of the Plows on the place are like those described in the Bill. I found the Sneby Plow on the farm it was an Oldish Plow. lead colored beam. dont know only by hearsay that Sneby ever

owned it there was another plow with lead colored beam. I wont swear that the repleved plow was the one I called the Sneby plow for I might be mistaken.

The Stoves were up in Van Dugens house when taken. one of the Stubble plows came from Peru & the other was the lead colored beam

First saw one of the cultivators on south side of road in the field Brittenden was using it. The other came from Chicago I only know because I had a letter from Chicago. Dont know whether they were made in Ottawa or not. one was a single horse cultivator & the other a two horse Gopher the first was in running order when repleved & the tongue out of the other

The Hogs taken on writ were not of the lot I bought, and I only know of the lots bought by me & Van Dugen. I did not say I hired all the hands that worked on the north side. there were some hands on the farm when I went there. cant tell how many I hired. I have not intended to swear that Van Dugen was not there all summer. Having men working and giving directions and paying men. I did consult with Van Dugen about working the farm. I never directed him. When I entered into the contract with George A. Belcher & Co it was at the Steam Sugar Refinery - the firm of Hunter & Brother in Chicago. and there I have always seen William H. Belcher. Whenever

I went to see him. He had no office of his own in Chicago that I ever heard of nor did George A. Belcher & Co. I have sworn that I cultivated the whole north side of the road - there was about thirty acres of oats sown on the north side of farm before I went there. which I had nothing to do with. It was afterwards used for feed for all the teams. I had reference to the cane only about two thirds of the land on north side was in cane - Should say over 200 acres Anderson. Lane & Lonnis had garden on north side. besides one at White house where Anderson lived. House Garden and oats measured about 54 acres - Belcher wanted Van Duyen at one time to discharge a man. he refused to discharge him and did not the man worked on both sides of the road Before I went on to the farm and when I went to see Belchers about hireing out there Van Duyen said he had one fourth of net profits. George A. Belcher came there about first of September & boarded at Stone house

By Dept State if there was not a large and due hands that worked on the north side when you left. Court refused to allow witness to answer the question & excluded all the testimony in chief about witness paying the hands on north side and the list of checks admitted by Van Duyen to George A. Belcher.

The single cultivator was Yellow
I first saw it on the place, when
replevied it was in Van Dugens house
the two horse Gopher was blue. No
tongue to it. I think we did not take
a red Gopher - two shovels on a side
when stores were replevied there was
a cooking stove left in the house
I was first on the farm March 17
I believe

The following letters respectively numbered 1 - 2, 3 and 6 were read in evidence

The defts at the time objected to the same and excepted to the ruling of the Court in allowing the same to be read in evidence

No 1

Spring Valley Farm Oct. 11th 1863

H. H. Belcher Esqr
Chicago

Dear Sir

Yours of the 9th enclosing check for $150. recd also Stores and other goods for house we will get on very well now as far as house accommodations are concerned and perhaps I had better say nothing about mills and crops. there has been a few gal of Syrup made and a few loads of cane drawn. and a few men to take care of crops. we have had two very heavy frosts. this morning the cane was frozen hard as sticks of wood. there has been men enough the last month wanting work and got turned off. now there

are not enough to be had there is not half enough at the mill and only a few in the field to cut and load. we should have fifty or sixty more than we have. George and me arrange matters and I was to take care of the boarding house and gather all the seed. while Mr Foot looked after men in the field. I am taking great pains to select good seed and keep each kind seperate. I think the seed will pay for gathering as a large quantity will be wanted next year as regards the syrup crop I am about discouraged but will do anything you think best to forward the work

Yours truly
P. Van Dusen

No. 2
Spring Valley Farm October 5th 1863

W. H. Belcher Esqr
Chicago
Dear Sir

Rohrer has commenced moving. and Anderson is bringing his furniture and will go north with his family to morrow. I shall have to get stoves unless you can send down two for warming the bar & dining room. and I would like to know if you will send bedding for the men or shall I get it in Ottawa I can get Mattrasses for $6.50 a piece large enough for two men the ticks you sent are intended for one man only and the blankets are too small for two men. we will have to provide for a large

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gang of men. now it is late in the season and the cane will have to be cut soon I could put up scaffolding with board & scantling and put on Mattrasses and save buying bedsteads if you thought best. blankets & pillows would be wanted. I got cotton and have sheets made. the Mill will be ready sometime this week what is best to do with the cane at Utica. Shall I have it drawn now while the roads are good and piled up in the yard or shuck it up in the field. Mr Bettenden can get boarded in Utica but it cost him more than to board himself and family and he would not have a place for writening he says he would like to sell his teams harness & wagon for a fair price to you and he could get in business for a year at La Salle he will take $ 500. for his two span of horses harness & wagon I think you had better buy them and let him go

Yours truly
P. Van Dusen

No. 3
Spring Valley Farm June 9/63

W.H. Belcher Esqr

Dear Sir

Yours of 6th received as regards implements. I can get on very well with what I have at present and I think they are as good as I can get the irons you sent have not come to hand yet may be at Utica. I feel quite encouraged with the crop the cane is coming

up quite thick and we have been through it once and commenced the second time can keep the weeds down all except in the rows which will have to be hoed I have 7 cultivators going and will have 8 or 10 hoes as soon as I can get the hands. I have 8 men & boys in my department & 4 teams will need about $150. to square up for work & feed to 1st June, I need funds to pay for cultivators and implements as you will see by bill of farm expenses and left some balance stand over, the bill I enclose, is the whole of farm expenses up to first inst and the expenses in south side to June 8th no labour included in June my expenses will be larger for a few days if I can get hands to hoe the corn once then I feel confident we can keep ahead of the weeds, with the horse work & cultivators we get over about 80 acres per day with cultivators Mr Foot is still pegging his head with buggy ploughs as they call them I am content with smaller implements

Yours truly

P. Van Dusen

P.S. some of the men misunderstood the per centage they think it is only for one month at a time the second month they expect to get what was held back the first explain in your next also send me bill of Mr Rohrers meat you send the price but not the amount of lbs

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also send price of the last potatoes. the planters I put down without price not knowing price. the ballance due on my accounts is part for labor and part for feed and implements, the weather is dry & cool some frost the last two mornings what kind of seed did you send last— send some more of Early impire if you have it

P. V

No. 6

Spring Valley Farm June 23. 1863

W. L. Belcher Esqr

Dear Sir— Yours of 17th enclosing check for $200. rec'd also yours of 20th and the shipment of Sweet potatoes seed & sap all received in good order. and I had liked to forget to say buggy plows also. I am using one find it a good implement for cane culture after it get up a few inches high it works better than the Peoria plow we are having a hard fight with the weeds the drouth is very severe on the small cane some is dying for want of moisture while other kinds are doing well the african canes grow very slow. that is the most of them some kinds grow rapid like corn. I have fifteen hoes at work from 8 to 18 boys pulling weeds. the boys come and go. 7 left yesterday. they get tired stripping down but they can do it better than men. I paid ballances due in May to some parties out of the $200 sent and the men & boys took nearly all ballance Saturday evening. hoping to see you here soon

Remain

Yours truly

P. Van Dugen

The following bill was proved by witness sent to be in the hand writing of defendant and read in evidence. Defs at the time objected to the same and excepted to the ruling of the court in overruling the objection

March 1863 Spring Valley Farm Dr

To sundry amounts contracted for by

P. Van Dugen Supt

March 17	To freight on 2 plows		35
	" Hay & feed for horses		5.00
April 15	" cleaning cellar drains		12.00
	" Hay from Hardy		58.00
	" 5 plows from Peru		67.00
	" 1 " " Ottawa		15.00
	" 1 " " Watertown		12.00
	" repairing plow		75
Farm Cr	By mowing Root	9.	
	" working in Root's garden	8.	9.00
20	To Hay Cutter		9.00
	" Seed oats 7 bus 60¢ per bu		4.20
	" 5 Plows from Clinton		77.00
	" freight on same		9.55
	" 34 bus corn for feed		149.62
	" 1 ton Hay from Shelby		9.00
	" 3 planters from Chicago		
	" freight on implements & goods		7.20
30	" O. Jennis & team for work		36.60
	" Wm Sellis for work		20.29
	" J. Lamle work with team		17.26
	" D. McDonald " " "		27.56

	To Wm Regan		10.46
	" E Rohrer & Boy		66.20
	" R. J. Anderson & team		46,75
	" E. H. Brittenden		87.74
	" B. Lane team & feed		82.94
	" A. J. Kemp		38.77
	" G. B. Horner		28.00
	" H. Baker		30.00
	" C. A. Horner		8.77
	" C. Sneyd team & feed		13.00
	" E. Rohrer for mens board		101,06
Jan 31	" feed for odd horses	8.20	
May 31	" E Rohrer & team on month		30.00
	" " for boarding 4 men on Month		85 44
	" A B. Kemp on months work		30,00
	" E H. Brittenden		57.00
	" Rohrer 2 boys $10. each		20.00
	" lumber for drags		8.52
	" drag teeth & bolts horse rake		9.56
	" Salt for horses & nails		1,48
	" freight on potatoes & plows		2.71
	" Hay from Dutchman		3.50
	" Bolts chain & Iron		5,26
	" Sweet potato plants & peas		2.50
	" Expenses at Ottawa		3,00
	" 92 bus corn from Stevenson		42,32
	" 11 brls Potatoes for seed		25,00
June 3	" 3 Shovel plows at Ottawa		15.03
" 4	" 6 Cultivators " "		59.00
" 5	" 4 " & Teeth " "		18.85
		$25.20	$1317.19

I took in the implements bought in June for my side of farm as they should have been bought in my and are on

hand

There is a balance due on some of the items about $125. dollars in all
The Planters are without price. send me price and I will put it on book
I have not charged farm with cane seed not knowing price

P. Van Dusen

The following is the demand referred to by Witness Todt

Utica Jan 29th 1864

Mr Peter Van Dusen

Sir – We hereby demand possession of the following articles of our property now in your possession viz: 5 stubble ploughs. 2 Buggy Ploughs 1 Corn planter. 1 Harrow. 5 Cultivators – 36 Hoes 12 Corn Knives. 5 Stoves with pipe &c – 4 Bedsteads. 12 Chairs. 12 Mattresses. 12 Pillows 12 Pr Blankets. a lot of cane seed in the house now occupied by you. One Stack of Hay, across the Street from the house now occupied by you. a lot of potatoes buried in the ground near said house ~~and all the other property belonging to us now in your possession~~

~~Your Respectfully~~

~~Geo A. Belcher &Co~~

Defendants counsel objected to the reading in evidence that portion of said demand through which the red lines are drawn The Court sustained the objection and Plaintiff then & there excepted

Plaintiff then read in evidence the following instrument of writing after duly proving the execution of the same by the witness Charles Foot

This Indenture made this twenty fourth day of February A.D. 1868. between Chew Snelby of the County of La Salle and State of Illinois party of the first part, and George A. Belcher and William H. Belcher of Cook County State of Illinois party of the second part;

Witnesseth that the party of the first part for the consideration hereafter expressed hath let and leased and doth hereby let, lease and demise unto the said party of the second part the premises hereinafter described subject to the exception therein stated, viz;

All the land belonging to the Spring Valley Farm, now occupied by said Snelby, in said County of La Salle that is now under the plow and that is suitable and fit for being plowed in due season for the cultivation of either corn, sorghum or oats, except the Stone house and its outbuildings, and about twelve acres of land lying between the Reed property and Race course on the East and the fence on the west side of the cow yard and hog lot, on the west side of said Stone house and its outbuildings. To have and to hold the same unto the said party of the second part together with all the building privileges and appurtenances thereunto belonging for the term of two years

from the first day of March A.D. 1863. The said party of the second part agrees to pay the said party of the first part his heirs or assigns the sum of Four Dollars per acre for all the land leased as aforesaid and to pay the same as follows, viz: One half of said sum on the first day of September and one half of said sum on the first day December in each year being four dollars per acre for each year,

Said party of the first part agrees to put the fences now on the outside of the Spring Valley farm in good repair, and in case a fence is required along the line of the Illinois and Michigan Canal, he agrees to furnish the materials necessary to build the fence, and the party of the second part agrees to put the same up in a suitable manner. The said party of the first part agrees to furnish glass to repair the windows in the tenant houses on said premises hereby leased. It is agreed by the part that any and all buildings machinery and appurtenances therewith connected, which said party of the second part may put upon ~~the~~ said premises for their better use of said premises may be removed by them at the expiration of this lease.

It is understood that all of said farm not leased by the terms hereof to the party of the second part is to be used by the said Snelby but he shall not turn his stock in the same so as to go upon the land leased

by said second party till said second party have secured their crops

It is further agreed that each party shall have the right to pass over the land of the other to get to the land used by each respectfully, so that no unnecessary damage is done. The road way from the main road to the canal shall be free to both parties.

All Offal (cane trash) from the manufactory of the sugar cane not wanted by the party of the second part for their own use or benefit may be taken from the cane mill, as the same accumulates by the party of the first part for his own benefit, with the understanding, that if he does not remove said offal as fast as necessary the party of the second part will dispose of it as they see fit.

It is also agreed that any cane seed not gathered or secured by the party of the second part from their crops on said farm for their own benefit for feed for Stock, for seed or for sale for seed before the 15th day of November may thereafter be gathered or used in way by the party of the first part for his own benefit.

It is agreed and understood that said party of the first part is to have, and does hereby retain for his own use, the corn crib in the Race field with free access to the same.

It is understood that there is between four and five hundred acres of land on said farm, plowed and fit for plowing

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and it is also agreed that if the parties hereto cannot agree upon the number of acres plowed and fit for plowing for the cultivation of crops as aforesaid that the county Surveyor shall determine the same if he can be procured to measure and determine the same

It is further agreed that if the party of the second part fails to perform any of the agreements by them herein specified to be performed at the time and in the manner herein specified, then the party of the first part shall have the right to determine this lease and re-enter and take possession of said premises and eject all persons therefrom, with or without process of law.

The party of the first part agrees that upon the performance of the agreements herein of the party of the second part they shall have the quiet and peaceable enjoyment of said premises during the term of said lease.

The said party of the second part agrees not to assign this lease without the written consent of the party of the first part

The party of the second part waives the necessity of a demand for the rent being made on the particular day it is due and agrees that it may be made at any time after due

Witness our hands and seals this 24th day of February A.D. 1863

Chas Crosby (Seal)
George A. Belcher (Seal)
Wm H. Belcher (Seal)

Stamps

By mutual consent of both parties the party of the second part hereby surrenders this lease and the possession of the premises with the exception of the building which they have erected for a lodging house which they reserve with the privilege of using or removing the same until March 1st 1865. and for which they agree to pay the sum of one dollar and the further agree to repair any damage beyond the natural wear and tear of the tenant-houses and the party of the first part hereby accepts of the surrender with the reservation as aforesaid

Witness our hands and seals this 27th day of February A.D. 1864.

C. Crosby (Seal)

Geo H Belcher (Seal)

U S Int Rev Stamp

Here Plaintiffs rested

The Dept to maintain the issues on his part produced & read in evidence the following instrument of writing the execution having been duly proven the Plaintiffs at the time objected to the reading of the same and excepted to the ruling of the Court in allowing the same to be used in evidence

This agreement made this sixth day of March A.D. 1863 by and between Peter Van Dugen of La Salle County State of Illinois party of the first part and Wm. B. Belcher and George A. Belcher of Cook County State of Illinois party of the second part:

Witnesseth: That the said party of the first part in consideration of the covenants on the part of the party of the second part hereinafter contained doth covenant and agree to and with the said party of the second part: that he will give his entire time and services for the term of ten months from the date hereof to the care superintendance, management and cultivation of the land leased by the party of the second part of Chas Smeby and known as the Spring Valley farm in La Salle County he will devote his best exertions to the hireing of such labor and teams and to the cultivation of such crops as the party of the second part may require for said farm: he will also give careful attention to the keeping of the fences and tenements in good repair on said farm: he will books of accounts showing the details of the work on said farm the quantity of land planted in each variety of crop and the amount of labor thereon, as near as he can so do, he will keep a general expense book showing all payments and outlays made by him on account of said farm and its crops and he will take vouchers therefor he will conform to the requirements of the party of the second part in the general

management and business of said farm and in the absence of specific instructions from said party of the second part he will be governed by his own judgment in the management of said farm and in the cultivation of its crops

The party of the second part for and in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and with said party of the first part, that they will pay to said party of the first part monthly, as wages thirty five dollars ($35) per month, which sums shall be charged as current expenses on said farm.

The party of the first part shall have as a residence for himself and family during the period of this agreement such tenement or part thereof as he may deem necessary, which may be on the land leased of Snebly; - he shall also have the use of the necessary land for a family garden, and for a Cow and hog yard. The party of the first part shall be entitled and shall have one fourth of the net profits, of the crops grown on said farm and which may be or shall be sold, and not consumed on the farm.

It is agreed and understood that a large portion of said farm is to be cultivated in the Sorghum and Imphee canes, and that said party of the second part will erect works on their own account and at their own expense on said farm to

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manufacture the cane grown thereon into Syrup, and that the said second party shall have for manufacturing the Syrup on said farm one half of the Syrup produced and the farm shall have the other half of the Syrup produced; and the farm half of the Syrup may be purchased by the party of the second part at the Chicago wholesale price of good raw Syrup, less the cost of packages and freight to Chicago.

It is agreed that the party of the first part shall be entitled to the payment to be made to him or to his assigns by the party of the second part, of one fourth of the net profits of said farm which shall be estimated and paid within thirty days after the Syrup manufacturing on said farm is completed. The net profits of said farm shall be ascertained by charging it with all rent of land wages of men & teams & all expenses and outlays on account of the said farm and its crops and crediting it with the sales of all products. It is understood that the farm is not to be charged with any expenditure of labor, teams or money outlays, that are connected with the erection or working of the Syrup manufactory. It is agreed and understood that the cane grown on said farm is to be delivered at the Syrup factory, Cut Stripped & topped at the expense of the farm, but that the farm shall

not be at the expense of a second handling of the cane at the mill. all tools & implements purchased for the farm, to be estimated at their cash value at the end of the season and credited to the farm in general account

Peter van Dugen (Seal)
Wm H. Belcher (Seal)
Geo A. Belcher (Seal)

Stamps

Defd read in evidence the following three letters the execution of same having been duly proven

No. 1.

Chicago March 17th 1863

Peter van Dugen Esqr

Dear Sir

This will be handed you by Mr Chas Foot formerly from the State of New York now resident of Bureau County. Mr Foot comes highly recommended to me by parties whose reliability is of the first character, as a superior man to manage or assist in managing and in working a farm. Mr Foot is a good worker as well as a manager. he has had charge of Mr Lovejoys farm employing and boarding 10 to 15 men - and says he has female helps sufficient to board 10 men. also the necessary furniture and bedding for 10 men. He will agree to give his services for one year & that of his family and board 10 men & furnish all but

provisions as have to be bought for $700 - this will be all the charge - in case the boarders are increased at any time to 15 20 or even 40. but for furniture & bedding & female help for over 10 men. we should have to provide and I must keep an eye to our wants of boarders for the Mill & Manufactory I have such assurance from parties acquainted with Mr & Mrs Foot and of their good management and of their suitability for the position that I am strongly disposed to accept their services - charging the Farm for Mr Foot's services the same we pay our best men or extra in Event he should be required to assume charge or responsibility & charging for the board of hands for the farm what may be deemed a fair price only per week. The balance for Mr & Mrs Foots services would come out of the Manufacturing department and not out of the farm. I am very anxious that you should have such assistance on the farm as I should have full confidence in - to take charge in your absence or during your sickness if you should be confined sometime & not be able to take the field - and I should have confidence in Mr Foot - and in his ability to superintend in your absence - and also think he would be a great assistance to you in looking after portions of the work while you are occupied with other parts of the work - I made no arrangement

N.B. I sent you a P.O. for your yesterday - let me know your wants

with the Missourian about boarding men he would undertake to board a few but could not say at what cost or how many but I could not depend on him for boarding the large number required [illegible] work - I estimate that I might [illegible] in the economy and good management of Mr & Mrs Foot all that I would pay over ordinary help - you will if you see no great objection consider Mr Foot engaged to come with his family & go into the Hotel - & that their services are accepted - the expense to the farm to be no more than the same services will cost from others.

I think you will feel relieved to have a good assistant to take off from your mind anxiety and care in your sickness & such assistance I feel sure that you will find in Mr Foot - It will be well for him to hire a few young men from 16 to 19, those that will avoid the draft

Yours truly

W. H. Belcher

No 2)

Chicago March 26th 1863

P. Vandugen Esqr

Spring Valley Farm

Dear Sir

Your favour of the 21st was rec'd I have been quite unwell this week & Wm Hunter has been absent in St Louis and your orders have not

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had as prompt attention as otherwise they would have had. I have sent you by Rail Road to your address

One Bl Coffee Sugar } say
one Bl A'd Syrup } 3 Bbls
one Bl Dried Apples } 1 half Bbl

One bottle Brandy - 1 can peaches in a half Bl of Broomcorn Cane Seed

These are directed to you at Utica I desire you to take good care of this half Bbl Cane Seed, as it is said to be a superior variety of the African Cane for Sugar - you will find the bottle and can pretty well down in the seed - and I trust all will be found satisfactory & duly reach you.

I have written you some letters directed to Utica which I trust you rec'd. One relative to a double plough sent you at Utica from Moline.

I have ordered from Columbus Ohio - as specimens, their double plough of 2 sizes & Subsoil plough all the working metal parts to be of steel - I shall look for these ploughs to be here next week - I presume you will look among the plough & implement folks at Ottawa as soon as you can get out - the weather has been [illegible] here till to day & I suppose you can not yet have commenced ploughing though 2 or 3 days like to day will dry up the land a good deal where it is of the dry up kind - In regard to Mr Chas Scott of Malden, Bureau County

being employed with the view of his boarding workman more particularly next fall when we must have 30 or 40 men to take off & manufacture the crop I was in hopes that there would be no obstacle in the way but from your last letter from Utica. I learn that Mr Rhorer (the Missourian) was not pleased with the idea of Mr Foot's employment as proposed - Now I would not like to lose the services of Mr Rhorer and his family of boys - and if you see no way to keep him & them and also take Mr Foote on the plan proposed why we must get along the best we can without him Foot - for I think with you it would be bad policy to part with Rhorer - though I should feel more certain that Foot would manage a large number of boarders, as he has had much experience in this business. If you see no way to keep Mr Rhorer & also employ Mr Foot you will please write to Chas Foot Malden, Bureau County that there are difficulties in the way of giving him the position contemplated which compels us to abandon the idea this Spring ~~Yours truly~~

~~Wm H. Butcher~~

N.B. By enclosed advertisement & notice Mr Shebly advertises his Store house for rent - What does he ask rent for it?

N.B. Mr Hunter will send you balance on Note to morrow

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No. 3

Chicago apl 11th 1863

P. Vandugen Esqr

Dear Sir

When Mr Smeby arrived here this week and informed me of your very sick condition and that you would not be able to attend to the farm this Spring and advised my obtaining some one to superintend, I at once got Mr Smeby to go to Malden and engage Mr Foot which he did & I trust Mr Foot will be with you in 2 or 3 days and relieve you of all anxiety and care of the farm. I write to say that Mr Foot is engaged at a salary as first proposed with him & I trust you may be well enough to take charge in the cultivation or in the gathering of the crop & derive all the benefit you have expected from the crop

Yours truly

Wm B. Belcher

Robert Anderson witness for Defendant being duly sworn said. was present when writ of Replevin was executed for the two buggy plows one Stubble plow & one cane planter. I bought them of Van Dugen before they were replevied & had labored for the company and wanted my pay and I took these implements from Van Dugen for the balance

of my pay at following prices
2 buggy plows at $20. each $40.00
1 Stubble " " 8 00
1 cane planter 20.00
settled with them at that time and
se articles amounted to the balance
my account. Van Duzen had paid
me money before. I worked from April
1st 1863 to January 1864. first hired to
Van Duzen, & worked under him on both
sides of the road, and done so all the
season when directed to by Van Duzen
& he directed me during the principal
part of the season. Foot came and
used to go to Van Duzen to get instruction
how to work and what crops & [illegible]
plant. while Van Duzen was sick about
a month I was directed by Foot. I was
present when George A. Belcher came in
fall & wanted Van Duzen to send the
boys whenn he had gathering seed to
work on mill. Van Duzen refused.
they were then at work on both sides
of the road under Van Duzen. There was
an item of team work in my account
which was settled in December George
A. Belcher & Van Duzen were present
Belcher refused to allow the team account
but Van Duzen allowed it

Cross Examination
I received $50.00 dollars of Foot in June
I also got groceries of Foot who kept

the farm store. I got $30, of Snelby before Foot came to farm. Received of Van Dugen 7th of May $30, Foot did not pay me for all work done on north side Van Dugen & Foot had the men divided I dont know the terms of division the cultivation of north side except the oats was by men under Foot & South side by men under Van Dugen. in the fall Foot superintended the cutting of cane on the whole farm & Van Dugen the gathering of seed. I worked on farm till 6 of January. From sixth to Eighth of November I was away & after that was cutting cane seed & boxing & hauling cane seed

Direct Resumed

I never hired to any one but Van Dugen to do the work I did there. Van Dugen told me to go and work on north side & Foot kept my time there Van Dugen said I could work on north side in account of my house being there

Cross Rest

Recall Charles Foot and asks the question

State whether or not Van Dugen informed you about the time the division of the land was made that he had made an arrangement with Belcher for such division & had relinquished a part of the

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land (mentioned in the written contract
read in evidence by defendant
objection by Defts - Sustained and
to which & there excepted

Defts moved dismiss the suit
want of jurisdiction on the ground
Plaintiffs & defendant were partners
& that the property replevied belonged
to them as partners -
Motion sustained & suit dismissed
to which ruling of the court the Plaintiffs
then & there excepted and prayed an
appeal to the Supreme Court which
was allowed. and Plaintiffs pray
the Court to sign and seal this
Bill of Exceptions which is done in open
Court

P. Kendall Leland (Seal)
Judge of the County Court of
La Salle County in the State
of Illinois

State of Illinois }
La Salle County } ss

I Samuel W Raymond
Clerk of the County Court in and for said
County in the State aforesaid, do hereby
certify that the above and foregoing
is a true and complete copy of the
Records of this Court in a Cause wherein
George A. Belcher and William H. Belcher

were Plaintiff and Peter Van Duyn defendant as appears to us by a diligent examination thereof

In Witness whereof I have hereunto set my hand and the seal of said Court at Ottawa this 28th day of March A.D. 1865

S. H. Raymond Clerk
By W.m S. Easton Deputy



Clerks fees per Record $7.00 Paid by Delano & Beardsley

State of Illinois
Third Grand Division
April Term 1865

William H. Belcher
George A. Belcher
Plaintiffs in Error
vs
Van Duzen
Defendant in Error

} Assignment of Errors

And now the said Plaintiffs in Error come and say, that in the record and proceedings aforesaid there is Manifest Error in this, to wit.

1 The Court Erred in admitting improper testimony

11 The Court Erred in refusing to Admit proper testimony

111 The Court erred in Sustaining Motion to dismiss the Suit

The Court Erred in dismissing the Suit in manner and form appears by said record

5 The Court Erred in giving Judgment against Plaintiffs below

Wherefore the Plaintiff prays that said Judgment may be [illegible]ed

Rowland & Blanchard
Attys for Plffs in Error

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Jan 2 ...

Belcher

Record

Filed ~~April~~ 2 March 31 1865

L. Leland
Clerk