

No. 11967

Supreme Court of Illinois

Duffield.

vs.

Cross.

71641  7

McHenry Co.
James Duffield
Elisha A. Cross.

1852

11967

Prepared

Elisha A. Croft
ad
James Dupild

In Supreme Court
June Term 1852

And the said E. A. Croft
by Hurlbut his Attorney, comes & says that
in the record & proceedings in this Cause
there is not any error remaining
in manner & form as the said Plaintiff
in Error hath above in his assignment
of Errors set forth

Hurlbut
for Defendant in Error

Ed. L. Cook
and } Grindin
James Dufield

Hartford

Filed July 2^d 1852,
S. Leland Clk.
By P. W. Leland
Deputy,

James Leffell } Appeal to Mr. Justice
vs } Circuit Court
Elisha A. Crap }

And now comes the
Plaintiff in Error by C. M. Phelps. his
Att'y and says that there is manifest
error in the proceedings had in said
cause and assigns the following

- 1st The Court erred in giving the in-
structions to the Jury asked for by the
defendant in error. when objected to
by Plaintiff in error
- 2^d The ~~Court erred~~ Verdict of the Jury
is against the manifest weight of the
evidence
- 3^d The Verdict of the Jury is contrary to the
evidence.
- 4th The Court erred in ~~refusing~~ overrul-
ing a motion for a new trial &
rendering Judgement on the verdict

C. M. Phelps
for Plaintiff

Filed July 1st 1852.
J. Leland Colk.
Per J. C. Leland Deput.

United States of America

State of Illinois }
 McHenry County }
 Shas before the Honorable
 Isaac G. Wilson Judge of
 the Circuit Court of the
 thirteenth Judicial Circuit of the State of Illinois
 and Presiding Judge of the McHenry County
 Circuit Court in said Judicial Circuit at a
 Circuit Court begun and held at the Court
 House in Woodstock in said County on Tuesday
 the Sixteenth day of March in the Year of our Lord
 One thousand Eight hundred and fifty two and
 of the Independence of the United States the Seventy fifth
 Present the Hon Isaac G. Wilson
 Judge

Attest
 Joel H. Johnson
 Clerk
 Amos B. Coon
 State Attorney
 John Brink
 Sheriff

Be it remembered that heretofore to wit on the twentieth
 day of September in the Year of our Lord One thousand
 Eight hundred and fifty a certain writ of Summons
 was issued out of the office of the Clerk of the Circuit
 Court of said County which said Summons is in
 the words and figures following that is to say:

State of Illinois }
 McHenry County }
 The People of the State of
 Illinois to the Sheriff of said
 County Greeting;

We command you that you Summon James Duffield
 if he shall be found in your County personally to be
 and appear before the Circuit Court of said County
 on the first day of the next term thereof to be holden
 at the Court house in Woodstock in said County on the
 third Monday of September to answer unto Elis has

A Croas in a plea of Assumpsit to the damage
of the said plaintiff as he says in the sum of One
thousand Dollars, And have you then and there this
Writ with an Endorsement thereon in what manner you
shall have Executed the same Witness Joel N. Johnson
Clerk of our said Court and the seal
thereof at Woodstock aforesaid this 12th day
of September A.D. 1851

(Seal)

J. N. Johnson
Clerk of the Circuit Court

Which said summons has endorsed thereon
"Executed this writ by reading to and in the hearing
of James Durfield Sept 14th 1851

Neill Donnelly Sheriff
By Geo Warren Deputy

Filed Sept 16th 1851

J. N. Johnson Clerk

And hereafter to wit on the 23rd day of September in
the Year last aforesaid the said Plaintiff filed in the
office of the Clerk of the Circuit Court of said County
his certain declaration, which declaration is in the
words and figures following that is to say:

State of Illinois of McHenry County Circuit Court
McHenry County 3rd Sept. Term A.D. 1851.

Elisha A Croas, the Plaintiff
in this suit by C. C. Bush his attorney complains of
James Durfield the defendant in this suit who has
been summoned to answer the said Elisha A Croas
in an action on promises: For that whereas the
said defendant heretofore to wit on the first day
of September in the Year of our Lord one thousand,
Eight hundred and fifty at the said County of
McHenry was indebted to the said plaintiff in
the sum of five hundred dollars for the wages

and salary of the said Plaintiff before that time and then due and payable from the said defendant to the said defendant Plaintiff for the service of the said Plaintiff by him before that time done and performed as the servant of and for the said defendant and at the special instance and request of the said defendant.

And whereas also afterwards to wit: on the day and Year last aforesaid at the County aforesaid in consideration that the said Elisha A Cross, at the like special instance and request of the said defendant had before that time done performed & bestowed other his work and labor care and diligence in and about other the business of and for the said defendant he the said defendant undertook and then and there faithfully promised the said Plaintiff to pay him so much money as he therefore reasonably deserved to have of and from the said defendant when he the said defendant should be thereunto afterwards requested. And the said Elisha A Cross, avers that he therefore reasonably deserved to have of the said James Dugfield the further sum of five hundred Dollars of lawful money to wit: at the County aforesaid. whereof the said James Dugfield afterwards to wit on the day and Year last aforesaid had notice. Yet the said defendant not regarding his said several promises and undertakings in this behalf hath not as yet paid the said several sums of money or any or either of them or any part thereof to the said defendant Plaintiff (although often requested so to do) but to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to wit: at the said County of "McHenry."

To the damage of the said Plaintiff of One thousand Dollars and therefore he brings suit &c.

D C Bush
Plaintiffs Attorney

Copy of the account declared upon
 James Diefeld in ap with
 Sept 1st 1855 Elisha A Cross Ad.
 To work and labor from Sept 1st 1838
 to August 31st 1850 - \$ 1000.

Which said declaration has endorsed thereon
 Filed Sept 2nd 1855

J. H. Johnson Clerk

And thereafter to-wit on the 25th day of September
 in the Year of our Lord Our Thousand Eight
 hundred and fifty one the said defendant filed
 in the office of the Clerk of the Circuit Court his
 certain plea herein, which said plea is in the
 words and figures following to-wit:

James Diefeld }
 ad } Assumpsit
 Elisha A Cross }

And the said
 deft. last by
 Strode & McClure attys comes and defends the wrong
 & injury when &c and says that he did not promise
 and undertake as the said plaintiff in his said
 declaration hath thereof alleged against him &c of this
 he puts himself upon the Country &c

Strode & McClure
 Attys for deft

The said plaintiff will please take notice that
 on the trial of the above entitled cause the
 defendant will insist on & prove as an offset
 to the said demand of the said plaintiff, ~~which~~
 the following demand against this said defendant
 which is due and owing from the said plaintiff to the
 said deft. to-wit:

To boarding from 1838 to 1850 13 Years at

one dollar per week \$ 676.00
 To Tuition paid for him for ten years at \$6 per year 60.00
 To clothing furnished & washing 13 years at twenty
 five dollars per year 325.00

To Horse two trips to Milwaukee 24 days
 at 50 cts per day 12.00

To Cash at same time 10.00

To Doctor Bill 10.00

Feb 1849

To one Gray mare Saddle & bridle & halter \$ 135.00

To Cash at same date 13.00

To Cash paid (Standard for year) 4.00

To Cash to send to Wisconsin 1.00

To Cash paid Orfield & McElure 4.00

Sept 1850

To one Bay mare 50.00

To Cash same date 50.00

In all 1311.00

Strodt & McElure
 for Deft

Which said Plea has endorsed them

Filed 25th Sept 1850

J. N. Johnson

Clerk

And thereafter to wit on the 2nd day of March in the year
 of our Lord One thousand Eight hundred and fifty two
 said day being one of the days of the March Term
 of said Court and said Court being then in
 session the following among other proceedings were
 had to wit:

Elisha A. Cross 3

vs 3 Assumpsit
 James Orfield 3

And now come the
 defendants by McElure
 and except to the panel of the jury in attendance

at this meet of the present term of this Court which is overruled by the Court. And thereupon come the plaintiff by Hubbard and Willard his attorneys and the defendant by Strode and McClure his Counsel also come and issue being joined it is therefore ordered that a jury come And thereupon come a jury of good and lawful men to-wit:

Charles H. Tryon, Harry Bourne, Wellington Toron,
 Arad Sly, G. M. Boutell, Stephen Alberty,
 S. J. Bordwell, Symon Freeman, S. D. Pease,
 Francis Torrest, Charles Crawford, Elias Lee

who being duly
 Empannelled and sworn, well and truly to try this
 issue joined and having heard the evidence and
 a portion of the arguments of counsel, it is therefore
 ordered by the agreement of the parties that they
 dispose and meet the Court tomorrow morning
 at 9 o'clock.

And thereafter to-wit on the 30th day of March in the
 Year last aforesaid the said Court being then
 in session as aforesaid the following among other
 proceedings were had to-wit:

Elisha A. Cross, }
 James Dufield } Assumpsit

And now come the
 parties by their respective attorneys and
 the Jury formerly empannelled herein also
 come and they having heard the arguments
 of counsel and instructions of the Court
 they retired to consider upon their verdict
 and thereafter they returned into Court and
 delivered the following verdict to-wit:

That the Jury find the issue for the plaintiff

And assess his damages at the sum of one Hundred and forty Dollars, and thereupon the said defendant moves the Court for a new trial.

And thereafter to wit on the 1st day of April in the Year last aforesaid said Court being then in session as aforesaid, the following among other proceedings were had to wit:

Elisha A. Cross, J.
James Dugfield J. Assumpsit

And now Come the parties by their respective attorneys and the Court being now sufficiently advised on the motion for a new trial formerly entered herein overrules the same, to the opinion of the Court in overruling said motion, the said defendant by his Counsel Excepts. It is therefore ordered and considered by the Court that the said Plaintiff have and recover of the defendant the sum of One Hundred and forty dollars his damages assessed as aforesaid as also his costs and charges herein expended and that he have Execution therefor.

And thereupon the said defendant prays an appeal herein, which is granted upon condition that he enter into bond in the sum of Six Hundred Dollars Conditional according to law with William W. Murphy and John McClure his securities within thirty days.

And thereafter to wit on the 1st day of April in the Year of our Lord One Thousand Eight hundred and fifty two the said defendant filed in the office of the Clerk of the Circuit Court of said County

his certain bill of exceptions herein, which said bill is in the words and figures following that is to say:

State of Illinois 3rd
McHenry County

James Dwyfield } McHenry County Circuit
att. } Court March Term 1852
Elisha A. Cross } Assumpsit.

Be it remembered that on the 29th day of March A.D. 1852 being one of the days of the McHenry County Circuit Court the above entitled cause came on to be heard before the Hon Isaac J. Wilson Judge of the 13th Judicial Circuit and a jury, when the following proceedings were had: the plaintiff produced the following named witnesses who being sworn testified as follows to wit:

Ambrose Bennett

Knows the parties, has known them from 1844. Knows that the plaintiff left the defendants in February or March 1849 and returned in June 1849 and left the defendants again in July or August 1850. He was there the last time a little over a year. Knows that he was steadily at work for defendant from 1847 working on farm - was sick a month or more in summer of 1848 in summer ^{work} worth \$10 per month, probably more. Worth per year one hundred dollars. He drew logs during the winter

Robert Schryver.

Knows the parties. First seen Cross, in 1844 and was acquainted with

him in 1848 - in 1848 Cross, worked on the farm
of Deft and at house of Deft getting materials
and assisting Masons in building. Cross left
Dufields in February or March 1849 and returned
again in June 1849, his work worth \$10 or \$12 dollars
per month, worth one or two dollars more for attending
Mason in summer of 1848 & 1849. Says that in 1848 at
the Presidential election Cross vote was challenged &
Dufield said that Plaintiff was 21 years of age the fall
before. Neal Donally and Andrew Fitch challenged
Plaintiffs vote and defendant said was 21 last
fall and upon Defts word his vote was admitted
is all that he knows about his age.

Cross Examined by Defts Council

Says that defendant did not say that Cross was
of age in 1847 but said was of age last fall

Recalled by Plaintiff & Says heard defendant
say that he would have rather have Plaintiff
than any hand he could get because he known
what ought to be done & would go on & do it without
scratching.

Andrew Fitch & Says that, witness. Challenges
Cross' vote at the Presidential Election on the first
Tuesday in November 1848, that Deft then said
that Cross was of age last Year. Recollects this
because there was pretty warm talk, Donnelly
united with me in the Challenge.

John Bunker & Knows Cross for some years,
dont know what Cross was worth per month.
his witness son got \$12 per month. Cross went
away from Defts in Feb or March 1849, returned
June following.

Cross Examined & Says that Cross was not as

Strong & able bodied as his son.

Page 6

Charles Schryver. Knows parties, felt since 1845 saw him frequently. Says that he heard Dufield say that was to give Cross 80 acres of land when he was 21 Years of age.

The deft by council here objected to proof of what Dufield had said about agreeing to giving him any thing for labor before he was 21. which objection the Court sustained and ruled out the evidence to which ruling of the Court the plaintiff by his council Excepts

W B. Throop & Knows Cross's father, died 15 or 16 Years ago on the East.

Defendants witnesses were then produced and sworn as follows,

Wth Dufield & Says, that the plaintiff came to his house on the Sixth day of September 1850 to know whether the witness would pay him any money on a note that the witness had given to one McIntire. plaintiff said he could get the note and if he would pay 15 or 20 dollars on the note he could wait on him for the ballance until the fall of 1851, that him and the defendant had settled and deft owed him 70 or 75 dollars, and was not or could not pay him but 20 or 25 dollars and he was to wait with him untill fall of 1851. Witness promised to pay 15 or 20 dollars. the plaintiff left and returned on the ninth day of September. with the McIntire note witness here produced the note which was read to the jury which is as follows the name of the witness being torn off.

Amith Smith Says that the fish week in September 1850 Cross told him that Dufield & him had settled up and that Dufield owed him 70 or 75 Dollars. Said he was going to start in a few days to Iowa & would probably be to Wisconsin. Knows that Cross had from Dufield in the Spring of 1850 a horse worth \$50 Cross Examined. Says that Cross did not say what was settled but said that Dufield and him had settled up that he went to see Cross to get him to look after some land that he had purchased of Cross in Wisconsin. Never ~~heard~~^{had} any conversation with Christine Widdlety at Mrs Wilson in which he stated that he would not swear to above conversation of Cross.

Re-examined by deft. Says Cross told him that Dufield let him have a horse Saddle & Bridle and nine dollars and fifty cents in money in 1849. Cant tell when last conversation was nor where, nor if any one was present.

Christopher Walker, Says that he knows parties Plaintiff, told him a short time before he left deft in 1849 that he was to have a horse of deft that he offered Dufield 110 for - This was not Plffs Colt, Plffs colt was sold by deft & is now owned by Dr Crandall Plff while at deft claimed the colt as his while still a boy.

B. F. Wight Says that he was at Mill in June 1849. Met with Cross returning from Wisconsin on foot. he asked him to get into ~~the~~^{his} wagon which he did and rode with him some distance. Said he had rode North and purchased 160 acres of land. Witness asked him if he had got enough from deft to pay for land. he said all except one months work.

By the first day of October next for value received we promise to pay Aaron W McIntire or bearer Sixty two dollars forty five cents with use. Centerd McHenry County May 4th 1850.
The witness paid him fifteen dollars and executed a note that he here produced which was read to the jury, as follows
\$18.69 September 9th 1850.

For value received I promise to pay E A Cross, or bearer forty Eight dollars and Sixty Nine cents against the fifteenth day of September 1851 with your the name torn off.
Witness states that he wished Cross to wait until first of October 1851 and Cross said that the fifteenth of September 1851 was the time that Dufield was to pay him the balance due on settlements and as he expected to return or send back for that he wanted the witness to pay the same time.
Plaintiff said he was going to start in a few days for Iowa or Wisconsin.

Cross Examined. Says that debt was to pay plaintiff 15th Sept 1851 did not say what had been settled, nor exactly the amount defendant had paid, nor how much was to be paid.

Abner Dufield Says that Cross came to their house on the 6th of Sept 1850. said that Dufield and him had settled and that Dufield owed him 70 or 80 dollars was not to pay him, but 20 or 25 dollars and he was to wait for the balance until fall of 1851.
Cross came first on 6th Sept and second time on 9th Sept 1850.

Cross Examined. Says that Cross did not say what was settled but said they had settled up that on the 9th Sept. Cross said he had got something paid by defendant but did not say how much.

Israel St. Clair. Says knows parties. On the day of the Presidential Election, in 1848 Cross and some other persons came past where he was at work on the side of the Road and Cross asked him to go to the Election & vote. Witness told him he was not of age and he did not intend voting until he was entitled to vote. Cross said he was not of age but he intended to vote & he was going to the Election at Woodstock.

Cross Examined Says he does not recollect who was with Cross in the wagons

Cyrus Dufield. Says that he is son of the defendant, that the day before Cross sued his father his father paid Cross \$25 dollars in money. Heard next day that Cross had sued.

The following order was then produced and read to the Jury for it:

Cyrus Dufield Esq
You will please pay
to S. A. Hulburt Fifty Five dollars acknowledged
by you to be due to me from 15th September 1851
& oblige yours &c

Feb 4th 1852 E. A. Cross

With the following on the back of said order

Received on the within order fifty five dollars
Feb 5th 1852 S. A. Hulburt

Which amount it was admitted had been tendered
to plaintiff on the 15th in Sept 1851

Rebutting Evidence of plaintiff,

John Brown. Says knows more that Dufield
let Cross have in 1849. Never heard Dufield say
what more words, & Dufield said had settled

up for last work. Said something about work before went north. Said plaintiff had thought ought to have something. Defendant said he did not think ^{he} was beholden to him for work before that time. Heard Dufield say that he would let Cross have horse and one hundred dollars for land that plaintiff had purchased north. Says that the mare that Dufield said would ^{let} the plaintiff have with ^{the} one hundred dollars for land was not the one that Dufield let Cross have before he went north.

Robert Schryver, Says that the mare got that Cross got in 1849 was worth 80 or 100 dollars. Has frequently heard dist say that the mare was Elisha's Cross Colt that he was to have is Saddle & bridle when he became 21 Years of age.

~~Jer: Stevens Says that he wanted to buy land of Dufield. Dufield said he did not wish to sell as Elisha was coming of age and he had agreed to give him 80 acres of land, a horse saddle & bridle when he came of age.~~

In this Evidence ^{when offered} of Stevens & King, defendant, ^{objecting} and his objections was overruled by the court to which by his counsel the dist excepted

King, Says that Dufield said ^{he would} rather buy land than sell for he had agreed to let ^{off} Elisha have 80 acres of Land.

Christina Wadsworth says that she had a conversation with Ewings Smith at Mr Wilsons since this suit was commenced. She asked Smith whether he had said he would

Swear that Cross said that Dufield ^{had} ~~would~~ settled, Smith then said that he had not said so, that Cross never told him so.

McCush Says that Robert Green first spoke to him about commencing this suit about three weeks before he filed the precipe and that suit was brought or the precipe filed on the 11th Sept 1858 That Crap spoke to him about the suit at the meeting of the Sons after he was spoken to by Green and gave him instructions to commence it some two weeks before the 11th of September when the precipe was filed.

Defendant then introduced Isaac Rood Says that plaintiff told him that in June 1859 that he had sold a mare saddle and bridle that he got from the defendant in March or Feb 1859 for \$150.00

Dwight Smith Recalled by the def^t Says he never told Christina Warcell ~~that~~ what she has sworn to in this trial, that he never had any conversation with her about the case or what he would swear.

The above is the material evidence given on the trial of the above entitled cause, after which the plaintiff asked for the following instructions to the giving of which the def^t ~~asked~~ by his Council Except which instructions are numbered 1-2-3-4 & 5, and also to the modification by the Court of Instruction No 1, asked by defendant

For Plaintiff

The Court is requested to instruct the jury.

1.

That if the jury believe from the evidence that the plaintiff performed work & labor by the consent or permission of the defendant & for the defendant's benefit without any special contract, he is entitled to recover the value of such services for so much time since he was 21 years old as the jury may believe to be proven, unless they also believe from the evidence that such work & labor has been paid for or otherwise settled.

2

That the evidence of verbal admissions ought to be received with great caution and that unless the jury believe from the evidence that Leross did in fact state to the witnesses that he had settled up with Oufield & that in such statement he included all his demands against Oufield and that the witnesses have accurately recollected the admissions as made by him that such admissions are not of themselves a bar to the right of the plaintiff to recover in this action.

3

That it is the duty of the Jury to take into consideration all the testimony of the case & to come to a conclusion from the entire evidence as ^{well} positive & direct as circumstantial to arrive at a correct result and that unless the jury believe from the entire evidence either that the services performed by the plaintiff were of no value, or that they have been paid for or settled up then the Plaintiff is entitled to recover in this action the value of any labor done by him since his minority.

4

That if the jury believe from the ~~evidence~~ entire evidence that the conversations testified to by Cath. Oufield's wife & by Elwight Smith

Given

referred only to the work done by Cross since his return from Wisconsin - thus such conversations are no bar to his right to recover in this action for labor done by him prior to his going to Wisconsin

8

That if the jury believe from the evidence that the Gray Mare saddle & bridle delivered to Cross, by defendant in February or March 1849 were in fact a gift by Oufield to Cross in fulfillment of a previous arrangement and on account of labor done by him in his minority then the defendant has no right to revoke such gift and to have the same applied as a credit on work and labor done by Plaintiff after he became of age.

Given

Which instructions have endorsed thereon

Dated March 30th 1851

J. H. Johnson Clerk

Defts instructions

1st

If the jury believe from the evidence that the defendant was of the age of 21 years in the fall of 1847 and that he performed labor for the defendant from that time up to Feb or March 1849 and then received from the defendant a horse saddle and bridle and nine dollars in cash, the jury have a right to infer that the defendant paid said Mare saddle bridle and money on account of such labor, unless the jury believe from the evidence that horse saddle bridle and money was settled for some other way, (or was to apply on pliffs labor done prior to his arriving at the age of 21 years.)

Given

Modified by the Court

20

That if the jury believe from the evidence that the plaintiff and defendant settled in September

And now at this day to wit: the 1st day of April 1852 said motion came on to be heard which motion was overruled and judgement entered on the verdict to which opinion of the Court in overruling. 2^d motion and rendering judgement on 3^d verdict the defendant by his counsel excepts and prays that this his bill of exceptions may be signed sealed Enrolled and made part of the record which is done.

Isaac S. Wilson Judge
 C. B.

Which said bill of Exceptions has endorsed thereon.

Filed April 1st 1852 J. H. Johnson Clerk.

And thereafter to wit: on the 17th day of April in the Year last aforesaid the said defendant filed in the office of the Clerk of the Circuit Court of said County his certain appeal Bond which said Bond is in the words and figures following to wit:

Know all men by these presents that we James Dufield principal and William H. Murphy & John McClure securities of the County of May and State of Illinois are held and firmly bound unto Elisha A. Cross in the penal sum of Six hundred ~~1000~~ dollars which payment well and truly to be made we and each of us bind ourselves our heirs Executors administrators and assigns jointly and severally by these presents Witness our hands and seals at Woodstock this 17th day of April A.D. 1852

The condition of the above obligation

is such that whereas the above named Elisha
A Cross did on the 30th day of March A.D. 1852
in the Circuit Court of said County receive a
judgment against the above bounded James
Dugfield in an action of Assumpsit for the
sum of One Hundred and forty Dollars
damages and costs of suit from which said
judgment of the said Circuit Court the said
James Dugfield has taken an appeal to the
Supreme Court of the State of Illinois.

Now if the said James Dugfield shall prosecute
his appeal with effect and shall pay and satisfy
the judgment cost interest and damages in
case the judgment of the said Circuit Court
shall be affirmed in the said Supreme Court
then the above obligation is to be void, else
to remain in full force and virtue.

Given and entered into } James Dugfield Seal
at my office this 17th } Wm H. Murphy Seal
day of April A.D. 1852 } John McClure Seal
N. Johnson

Att. in Ct

Which Bond has endorsed thereon

Filed April 17th 1852

N. Johnson Clerk

State of Illinois } of the undersigned Clerk
McHenry County } of the Circuit Court in
and for the said County

in the State aforesaid do hereby certify that the foregoing
is a true and perfect copy of the Record and pro-
ceedings in this office in the above entitled cause.

Witness my hand, and the seal of said Court,
at Woodstock this twenty Eighth day of May
in the Year one thousand Eight hundred and
fifty two.

Seal N. Johnson
Att. in Ct

Mr. Henry

James Osfield

vs.

Elisha A. Cross.

Record.

Filed June 10th 1852.
S. Leland Clk.
p. J. H. Leland & Co. p.

File 110

James Dufield }
vs } appeal to Supreme Court
Olick & Cross }

I do hereby enter myself security for costs
in this cause and acknowledge myself
bound to pay or cause to be paid all costs
which may accrue in this action either
to the opposite party or to any of the officers of this
Court in pursuance of the laws of this state
dated this 8th day of June 1852

Allen Dufield

Dufield —
vs.
Cross. —

Security for costs

Filed June 10th 1852
S. Seligson Clk.
By P. H. Seligson Depy.

Duffield } Appl. from all Henry -
 Crop } app'ts. costs -

Fil. rec'd & mss 20, app'n. 25, Dr. cause 10, Bond for costs & fil. 20 .85
 Fil. abstr. 25, ent. argt. 25, sub. 25, under advt. 25, call, & real 25 1.25
 Bill of costs 25, copy 25, Dr. for 125, ent. satisfr. 25, Transcript. 7.00, 9.00

appell'ee costs - app'n. 25, fil. & ent. joined 30, Adv. app'g. 25, .80
 Dr. paid 25 paid for costs 25, fil. & p'd. 5, ent. paid & p'd. 1.25 1.80
 Copy of jmt. 50 Court & real 25, Adv. for extr. 25, 1.00
 Bill of costs 25, copy 25, satisfr. 25, .75
 Total. \$15.45

\$8.45 pd. by all Clure in full, except Transcript.
 July 23^d - 1852.

Duffield
as
Crops

Bill of costs