No. 14832

Supreme Court of Illinois

Hovey

vs.

Thompson

71641

STATE OF ILLINOIS

SUPREME COURT,

THIRD GRAND DIVISION.

No. 68

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

1865

State of Illinois } In Supreme Court
Third Grand Division } To April Term A.D. 1865

Charles E. Hovey
Pltff in Error
vs
Robert Thompson, John M. Major
& Charles Jones, Partners of the
firm of R. Thompson & Co
Defts in Error

Error to
McLean
County

Judgment in Assumpsit at June
Special Term A.D. 1864, Damages $759 78/100
& costs. Issue Writ of Error or
Seire facias according to law to the
Circuit Court of McLean County, against
Defendants in Error at the suit of the
Plaintiff in Error, returnable to the
next Term according to law
Bloomington Nov 9/64 W. M. Hatch
Atty for Pltff in Error

To the Clerk of the Supreme
Court Third Grand Division

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Howey

vs

Thompson et als

Praecipe

Filed Nov. 11 1864

L. Leland

Clk

State of Illinois
McLean County } ss

E. R. Roe, being first duly sworn on oath states that he is clerk of the McLean Circuit Court, State of Illinois; that as such clerk he inadvertently filed the bond of Charles E. Hovey, signed by John H. Stewart dated September 10th 1864, supposing the case therein stated was to be taken up on appeal.

Affiant further says that he swore said Stewart as to the amount of his responsibility: that upon the oath of said Stewart and other information affiant is informed and believes that said Stewart is worth as much as Ten Thousand Dollars unincumbered real estate; affiant further says that the signatures on said bond are genuine, the parties having signed the same in his presence. The bond is hereto attached and was drawn and signed to be filed in the case of R. Thompson & Co vs Charles E. Hovey wherein on the 20th day of June 1864 the Plaintiffs recovered judgment against the Defendant per $759.75 as appears by the bond. The file mark on the back and the approval on the face was caused by me

E. R. Roe. Clk.

Subscribed and sworn to before me this 1st day of November A.D. 1864
Witness my Hand and the seal of the County Court of said County
Reuben L Davis
Clerk of said Court

APPEAL BOND FROM CIRCUIT TO SUPREME COURT.

KNOW ALL MEN BY THESE PRESENTS: That we Charles E. Hovey and ~~Worthey Pierce~~ John H. Stewart of the County of McLean and State of Illinois, are held and firmly bound unto Robert Thompson, John M. Major and Charles Jones partners of the firm of R. Thompson & Co in the penal sum of Two Thousand 100 Dollars, for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and administrators, jointly and severally, and firmly by these presents, Sealed with our seals, and dated at Bloomington this 10th day of September Anno Domini, one thousand eight hundred and Sixty four.

The Condition of the above Obligation is such: That whereas the above ~~bounden~~ named R. Thompson & Co did on the Twentieth day of June one thousand eight hundred and Sixty four at a term of the Circuit Court then being holden within and for the County of McLean and State of Illinois, obtain a judgment against the above bounden Charles E. Hovey for the sum of Seven Hundred Fifty nine Dollars and Seventy eight Cents, and costs of suit, which cause has been taken to the Supreme Court, Third Grand Division, Illinois, by writ of error, which writ of error has been made a supersedeas according to law ~~from which the said~~ ~~has prayed for and obtained an appeal to the Supreme Court of said State.~~

Now if the said Charles E. Hovey shall duly prosecute said ~~appeal~~ writ of error, and shall moreover pay the amount of the judgment, costs, interest and damages, rendered and to be rendered against him the said Charles E. Hovey in case the said judgment shall be affirmed in the said Supreme Court, then the above obligation to be null and void, otherwise to remain in full force and virtue.

Taken and entered into before me and approved this ~~22d~~ day of ~~Sept~~ A.D. ~~1864~~

~~E. R. Roe~~ Clerk.

C. E. Hovey L. S.

John H. Stewart L. S.

L. S.

R. Thompson & Co

vs.

Charles E. Hovey

Appeal Bond offered & order for suspd.

~~Filed Sept. 12th 1864~~
~~E. A. Russell~~

Filed November 11th 1864
L. Leland
Clk

Bond

R. Thompson & Co
Plffs
Charles E. Hovey
Defdt

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Let the writ of error in the within entitled cause be made a Supersedeas upon filing with the Clerk of the Supreme Court the within bond and affidavit

Nov. 11th 1864

C. J. Lawrence
Justice 3rd Judicial District

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

To the Clerk of the Circuit Court for the County of McLean Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of McLean County, before the Judge thereof, between Robert Thompson, John M. Major & Charles Jones partners of the firm of R. Thompson & Co.

plaintiffs and Charles E. Hovey

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

as we are informed by his 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, 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 11th day of November 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



65

Charles E. Hovey

No. vs.

Robert Thompson et als

WRIT OF ERROR.

This writ of Error is made a supersedeas & as such is to be obeyed by all concerned

L. Leland Clk
by Jno. B. Rice Deputy

FILED November 16th A. D. 1864

L. Leland

Clerk.

Supreme Court of Illinois
Third Grand Division
April Term A.D. 1865—

Charles E Hovey Plaintiff in Error

vs

R. Thompson & Co Defendants in Error

By agreement this cause is submitted on ~~written~~ the printed Briefs of the parties and points in Error—

W. H. Hatch
atty for Plff in error

E. M. Prince
atty for
Defts in Error—

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Honey vs Thompson et al!

Agreement to submit

Assent

Filed April 5th 1865
L. Leland
Clk.

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Pleas continued and held at the Court House in Bloomington in the Eighth Judicial Circuit of the State of Illinois, before the Honorable Circuit Court of the county of McLean in said State, in ~~an action~~ a certain cause therein pending, wherein Robert Thompson & Co. were Plaintiffs, and Charles E. Hovey was Defendant,

State of Illinois }
McLean county } ss Be it Remembered that heretofore, to-wit, on the 8th day of June A.D. 1861 came Robert Thompson & Co. their Attorneys and sued out of the office of the Clerk of the Circuit Court of said county a Writ of Summons against ~~the~~ Charles E. Hovey; which Summons as follows, to-wit:

State of Illinois }
McLean County } ss. The People of the State of Illinois.

To the Sheriff of said county, Greeting:

We command you to Summon Charles E. Hovey, if found in your county, personally to appear before the Circuit Court of said county of McLean on the first day of the next term thereof, to be holden at the Court House in Bloomington, on the first Monday in the month of September next to answer unto Robert Thompson, John M. Mayor,

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and Charles S. Jones, partners of the firm of R. Thompson & Co, in a Plea of Assumpsit, to their damage One Thousand Dollars, as they say. And have you then and there this Writ, and make return thereon in what manner you execute the same.

Witness, William McCullough, Clerk of said Circuit Court, and the seal thereof hereto affixed at Bloomington this 8th day of July A.D. 1861

William McCullough, Clerk,

By L. Burr

Deputy

Seal

Which Summons was by the Sheriff of said county returned into said Clerk's office endorsed as follows, to-wit:

"Executed this Writ by reading it to the within named Charles E. Storey, on the 12th day of July, 1861.

John L. Routt, Sheriff.

And afterwards, to-wit, on the 30th day of July, A.D. 1861, came said Plaintiffs by their Attorney and filed their Declaration and account in this cause, which declaration and account was as follows, to-wit:

State of Illinois

McLean County } ss Of the September Term, 1861, of the McLean Circuit court

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Robert Thompson, John M. Major and Charles Jones, partners, doing business under the name, firm and style of R. Thompson & Co. Plaintiffs in this suit, complain of Charles E. Storey, Defendant, in a plea of Assumpsit—

For that, Whereas, the said defendant heretofore, to-wit, on the 7th day of July, A.D. 1861, at the county and state aforesaid, was indebted to said Plaintiff in the sum of Three Thousand Dollars, for the price and value of goods, ~~goods~~ wares and merchandise, oils, drugs, paints, glass, chemicals, putty, leads, and goods and chattels then and there sold and delivered by plaintiffs to defendant at his special instance and request; and in the sum of Three Thousand Dollars, for so much money paid, laid out and expended by Plaintiffs for Defendant at his special instance and request; and in the sum of $3000. for the price and value of work done and then done and materials provided by Plaintiffs for Defendant at his special instance and request. And the sum of $3000, for interest due from Defendant to Plaintiffs for and in respect of a vexatious and unreasonable delay of payment of monies due plaintiff from Defendant. And in the sum of $3000 for money found to be due from Defendant to Plaintiffs on an account

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then and there stated between them. — And being so indebted, the said Defendants on the day — and year aforesaid, at the county and State aforesaid, in consideration of the premises respectively, then and there promised to pay the said several sums of money to the plaintiffs on request. — Yet said Defendant has disregarded his promises, and has not paid any of said sums of money or any part thereof — to the Plaintiffs' damage of $1.000.

And hence they sue, &c.

By Swett & Orme, Attys.

Account sued on.

Charles E. Hovey —

To R. Thompson & Co. — Dr. —

To Goods, Wares & Merchandize, Drugs, Oils, Paints, Glass, &c. &c. — — —	$3.000
" Work & Labor, & Materials found	3.000
" Money paid out for you —	3.000
" Interest Money — — —	3.000
" Balance due on account Stated	3.000

And thereupon at the regular September term of said Circuit Court, began and held in and for said County on the second day of September, A. D. 1861,

Present: Hon. David Davis, Presiding Judge
William McCullough, Clerk
William H. Young, Prosecuting Attorney.
John L. Routt, Sheriff.

The following proceedings were had in the cause as appears of record, to-wit:

R. Thompson & Co. }
vs. } ss. In Assumpsit
Charles E. Storey }

This day came the said Plaintiffs by their Attorneys and on their motion the said Defendant is by the Court ruled to plead to the Declaration herein filed against him by the 30th day of this month.

Whereupon, afterwards, to-wit on the 12th day of October A.D. 1863 said Defendant by his Attorney, Walter M. Veatch filed herein his Pleas to Plaintiff's Declaration; in words and figures as follows, to-wit:

R. Thompson & Co. }
vs. } ss. In Assumpsit
Charles E. Storey }

And now comes the Defendant by his Attorney, W. M. Veatch and defends the wrong and injury, when &c. — and says

1. That that he did not undertake in manner and form as the Plaintiffs have above thereof alleged against him. And this he puts himself upon the country &c.

And Plaintiffs doth like. W. M. Veatch
Defts Atty.

2d. And for a further plea in this behalf Defendant says actio non, because he says

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he never purchased the goods in said Declaration mentioned; but the said goods were purchased by and delivered to one Thomas H. Soapes; and this Defendant is ready to verify &c. Wherefore he prays judgement &c

W. M. Hatch
Defendant's Atty.

30. And for a further plea in this behalf defendant says actio non, because he says that if he ever agreed to pay or be responsable for the goods sued for in said declaration, (which Defendant expressly denies) it was in manner following, to-wit: Defendant was one of the Board of Education of the State of Illinois and one of the Building Committee, having in charge to some extent the construction of the Normal University building, belonging to and being constructed by said Board. One Thomas H. Soapes was one of the Contractors in the construction of said University building. The goods sued for in said Declaration were sold and delivered, if to any one, to said Soapes. If Defendant ever made any agreement about paying ~~about~~ paying for said goods so delivered to said Soapes, he agreed as Agent of said Board of Education, and in that capacity only; and Plaintiffs well

pl.

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knew that Defendant was acting as Agent of the Board at the time; that said Board of Education would pay for said goods so delivered to said Soaper, Provided said Soaper did not pay for the same. And Defendant further says that such promise or agreement was not in writing, signed by him the Defendant, nor was there any memorandum or note of said contract, promise or agreement, in writing signed by Defendant or by any other person thereunto by the Defendant lawfully authorized. And this Defendant is ready to verify. Wherefore he prays judgment &c. W. M. Hatch Defts. Atty.

HL

And for a further plea in this behalf Defendant says actio non, because he says that if he ever agreed to pay for any goods which Plaintiffs might deliver to one Joseph H. Soaper, either personally or as Agent for the "Board of Education of the State of Illinois", which he denies, he cancelled that agreement by notifying the Plaintiffs that neither he personally nor the said Board of Education would be responsible for, and would not pay for any more goods which Plaintiffs might deliver to said Soaper. And Defendant avers that Plaintiffs continued to sell

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and deliver goods to said Soaper to the amount of $1200. after Defendants had notified them that neither he personally nor the said Board of Education would pay or cause to be paid for any more goods which Plaintiffs might choose to sell to said Soaper. And this Defendant is ready to verify.

Wherefore he prays judgment &c.

W. M. Hatch
Defendants Atty.

And afterwards, to-wit, at the regular September term of said Circuit court, began and held in and for said county of McLean and State aforesaid, on the 7th day of September A.D. 1867! -

Present: John M. Scott, Presiding Judge
Henry S. Green, Prosecuting Attorney
Luman Burr, Clerk
Norval Dixon, Sheriff

the following proceedings were had in this cause, as appears of record, to-wit: -

R. Thompson & Co.,
vs.
Charles E. Stoney } ss

And now at this day comes the said Defendant by his Attorney and moves the Court to continue this cause

p. 1

for want of a Bill of Particulars filed with the Declaration; which motion being heard by the Court, is over-ruled; to which ruling of the Court the Defendant by his Attorney excepts. And now on motion of said Defendant by his Attorney, the said Plaintiffs are by the Court ruled to file a Bill of items of the account sued on in this cause.

Whereupon, to-wit, on the 8th day of September 1863, and during said Term of said Mc Lean Circuit Court, Plaintiffs filed herein their Bill of items, in words and figures as follows - to-wit;

~~And on the same day, to wit: on the 8th. day of September, A.D. 1863, Plaintiffs by their Attorney filed their bill of particulars and items of his account, in the cause, which bill was in words and figures as follows, to wit:~~

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C. E. Storey, in Account with
R. Thompson & Co.

Nov. 28th 1857	Nov	1	Gall. B. Fluid	1	00
	30th.	"	1 Pt. Camphor & Bot		30
Dec.	7th.	"	½ Gal refined W. Oil 1.30		65
"	8th	"	1 " B. Fluid	1	00
	21st	"	1 " " "	1	00
1858 Jan.	20.	"	1 " " "	1	00
Feb.	5th	"	1 " " Alcohol	1	00
	18th	"	1 Ball Sand Soap		20
	"	"	1 Cake Glycerine "		25
July	30th	"	1 Gal. B. Fluid		90
Sept.	30th	"	Motherwort		10
Oct	6th	"	2 Doz. 10 × 12 Glass, 1.25	2	50
	"	"	3 lbs Putty 8⅓		25
	"	"	1 P. Glazed Points		15
	23d.	"	1 Bot. Arnold Fluid		80
	27th	"	1 Gal. B. Fluid		90
Nov.	18th	"	Match-Box		25
"	"	"	Scrub Brush		25
	22d.	"	1 Qt. Best Brandy	2	60
	"	"	1 Gal. B. Fluid		80
	29th		1 " " "		80

Dec.	6th	"	1 Gal B. Fluid.		80	
	13th	"	2 Panes Glass 12 x 18. - 18		36	
	"	"	Putty.		10	
	14	"	1 Gal. B. Fluid		80	
	18th	"	1 " " "		80	
1859 Jan.	1st	"	1 " " "		80	
"	6th	"	1 " " "		80	
"	13th	"	1 " " "		80	
"	19th	"	1 " " "		80	
	22d.	"	1 Pane Glass 12 x 18 -		15	
	27th	"	1 Gal B. Fluid		80	
Feb.	3d.	"	1 " " "		80	23.85
"	+		Amount Brot over —	23	85	
"	10th	"	1 Gal. B. Fluid		80	
	18th	"	1 " " "		80	
	26th	"	2 " " "	80	1 60	
	"		" Wick		10	
March	17th	"	2 " " "	80	1 60	
	23d.		Sage & Summersavory		20	
April	7th	"	1 Gal. B. Fluid		80	
	"	"	3 Broom Brushes	25	75	
	25th	"	1 Gal. B. Fluid		80	
	28th	"	1 Bot. Ext. Lemon		25	
	"	"	1 Bristol Brick		10	
May	7th	"	1 Jar French Blacking		25	
	12th	"	1 Large Feather Duster		1 75	
	17th	"	1 Hair-brush		1 60	
	"	"	1 Bot. Salts of Ammonia		50	
	"	"	1 Fine-Comb		25	

May	17th		Aqua Ammonia			05	
	"	1	Qt Best Brandy		2	00	
p. 126	"	1	Pt. Brandy			25	
	24th	1	Gal. B. Fluid			90	
June	23d		Emery			10	
"	25	1	Can			50	
	"	1	Gal. B. Fluid			90	
Aug.	12th		For use of Hall		5	00	
Sept.	15th	1	Gal. B. Fluid			90	
	21st	1	" " "			90	
Oct.	5th	1	" " "			90	
	16th	1	" " "			90	
	25	1	" " "			90	
Nov.	5th	1	" " "			90	
	11th	1	" " "			90	
	"	1	oz Syrup Spear			15	
	19th	1	Gal. B. Fluid			90	
	21st		Plaster & Pans. for Irishmen			50	
	23d.		Barrel		1	00	$53.95
			Amount Brot. forward		53	95	
1859							
November	23d.	35	Gal. L.S. Oil	78	27	30	
	"	6	" Turpentine	75	4	50	
	"	½	" B. Fluid	90		45	
	24th	3	Panes Glass, 10×12	18		54	
	"	3	" " 11×21	20		60	
	"	1	" " 7×14			08	
	"	5	lbs Putty	7		35	
	"	1	Bot. Sperm oil			20	
	"	1	Gal. B. Fluid			90	

Nov.	28th	4 Box Ayers Pills	25		1 00	
	"	4 " Holloways "	"		1 00	
Dec	5th	1 Gal B. Klin			90	
	6th	1 " " "			90	
	"	1 Brick			10	
	13th	1 Gal. B. Klin			80	
	"	1 Box Pills made up for Sore			75	
	14th	1 Gal. B. Klin			80	95,12
	15th	1 Box Cocaine	Sopen		50	
	"	1 " Anodine	"		40	
	"	2 J. R. Corks 55	"		1 10	
	"	1 Bot. Laudanum	"		10	
	17	2½ Gal. B. Klin 80.	"		2 00	
	"	1 Box. Smeech oil	"		45	4.55
	"	1 Pane Glass			10	10
	20	1 " " 11x21	Sopen		20	
	"	1 Box Castor oil	"		15	
	"	1 Bot. Ammonia	"		10	
	"	1 Oz. Gum Camphor	"		15	
	21.	1 lb. Salt Petre	"		20	
	"	1 " Soda	"		10	
	"	Magnesia	"		25	
	"	1 Box Castor oil	"		15	1,30
						101.07
		Amount Brot over				
1859 Dec.	22d.	1 Gal. B. Klin			80	.80
	23d.	2 lbs Gr. Flaxseed 15.	Sopen		30	
	"	¼ Caraway	"		10	
	24	1 Box Anodine	"		20	

Bottmer (2)

Dec 26th	1 Cake Camphor Soap.	Sopen			25	
27th	1 Bot Ayers' C. P.	"		1	00	
"	1 Lb Licorice	"			40	
p. 14 28th	2 1/2 Gal. B. Fluid. 80	"		2	00	
"	1 Bot. Sweet oil	"			10	h. 55
30th	1 Gal. B. Fluid				80	80
1860 Jan. 20.	2 Box Holloways Pills. Med. size 65	Sopen		1	25	
30.	1 Bot. Ayers' C. P.	"		1	00	
"	1 " Cocaine	"			50	
6th	1 Lb Ext. Licorice	"			40	
"	6 " Patent dryer 20.	"		1	20	
"	1 " Bot. Cocaine	"			50	
"	3 I. R. Squares	"			10	
10th	Camphor Soap	"			25	
"	3 Panes Glass 10	"			30	
"	2 1/2 Gal. B. Fluid 75	"		1	88	
"	1 Box Holloways ointment	"			25	
"	Salts	"			05	
"	1/2 Pt. Sweet oil of Bot.	"			25	7.93
14th	1 Gal. B. Fluid				75	75
"	4 Box Ayers Pills 25.	Sopen		1	00	
16th	1 Bot, Castor oil	"			15	
"	Camomile Flowers	"			10	
17	1 Rubber Comb	"			50	
"	1 " Pins	"			10	
"	1 Oz Chloroform	"			20	
"	4 " Gum Shellac	"			10	
20th	1 Gal. Refined N. oil	"		1	20	
"	1 Oil Can	"		2	00	

p 15	20th	1	Alcohol Blk.	Soper		75	
	"	1	Bot. Wood's Hair Rest.	"	1	00	1.10
			Amount Brot forward				123.00
1860							
Jan.	20th	1	Lb. Licorice	Soper		40	
	"	1	Bunch Lamp-Wick	"		10	50
	21st	1	Gal. B. Fluid			80	80
	"	2	" " " 80.	Soper	1	60	
	"	1/2	Refined W. Oil, 1.20	"		60	
	25th	2	lbs. Farina 20	"		40	
			Magnesia	"		05	
	26th	1	D-R. Pump Syringe	"	3	50	
	"	1	Bot. Bath Port Wine	"	1	00	
	"	1	Oz. Rhei Root	"		15	
	"	1	Cake Camphor Soap	"		25	
	28th	1/4	Gum Oil-Sick 1.40	"		35	
February	1st	1	Bot. Ayers' C.P.	"	1	00	
	"	2	lbs Farina 12c	"		25	
	20.	2 1/2	Gal. B. Fluid 75	"	1	88	11.03
	"	1	" " "			75	
	"	3	2t Coal-oil			75	
	3		Castor-oil 10 Snuff 10			20	
	6		Prescription by Dr. Elder			35	
	"	1	Gal. B. Fluid			75	2.80
	7	1	Box Sedlitz Powders.	Soper		25	
	"	1	Oz Rhei.	"		20	
	"		Salts	"		05	
	"		Senna	"		05	
	9th	1	Diamond	"	7	50	
	11th		Salts & Senna			20	8.25

Feb.	11th	1 lb Soap			50	
	"	Infants Puff			40	
	"	2 Oz Sponge	50	1	00	
	"	Toilet Powder			15	
	"	1/2 lb. Beeswax	40		20	2.25
	13th	6 Papers Glazier's Points	15 Sopen		90	90
		Amount Brot over	—			$149,53
1860						
Feb.	13th	1 lb Farina			15	.15
	14th	10 " Whiting	4 Sopen		40	.40
	15th	1 Gal. B. Fluid			75	.75
	"	2 1/2 " " "	75 Sopen	1	88	
	18th	1/2 lb Cream Tartar	50 "		25	
	"	E. Salts	"		10	
	"	Senna	"		05	
	"	Court Plaster	"		20	
	~~20th~~	Camomile Flowers	"		10	
	20th	1 Diamond	"	5	00	
	"	1 Paper L. Black	"		05	
	"	1 Putty-Knife	"		25	
	"	1/4 lb. Gum Arabic	80 "		20	
	"	1 E. H. Pencil	"		10	
	21st	2 lb. Farina	12 "		25	
	"	1 Putty Knife	"		25	8.68
	23d.	1 Gal. B. Fluid			75	.75
	"	1 Bot. Cocaine	Sopen		50	
	"	2 Boxes Seidlitz Powders	25 "		50	
	"	1 Bot. Mustang Liniment	"		25	
	"	2 lb. Oat Meal	15 "		30	
	24th	1 Bot Gargling oil	"	1	00	

p. 17	24th	10	lbs Whiting	H	Sopen	40	
	"	1	" Farina		"	15	
	"	1/2	Gal. Refd. W. Oil	1.20	"	60	
	25th	1/2	" Neats-foot "	1.50	"	75	
	28th	5 1/2	" Putty in B.	S	"	2 58	
	"	2	" B. Fluid	75	"	1 50	
	"	2 oz	Magnesia	S	"	10	
	"		Honey Soap		"	20	
	"	1/2	lb. Soda		"	05	
	"	1/2	" Cream Tartar	50	"	25	
	"	1	" Licorice		"	40	9.53
March	20	1	Gal. B. Fluid			75	
	"	1	Bot. Cologne			50	1.25
			Amount Brought over —				171.04
1860 March	20.	20	lbs. Putty	S.	Sopen	1 00	
	"	10	" Whiting	H	"	40	
	30.	2	" Hops	35	"	70	2.10
	"	1/2	Gal Coal-oil	100		50	.50
	5		Magnesia & Slippery Elm bark		Sopen	30	
	6th	2	Bots. Indian ink	25	Sopen	50	
	"		Ointment		"	10	
	9th	4	lbs. P. Dryer	20	"	80	
	"	8	" Litharge	12	"	96	
	"	4	" Farina	12½	"	50	
	10		Sulphur		"	20	
	"		Licorice		"	10	
	"		Box Ointment		"	15	
b. 1/2	12	1	Pt. Sherry Wine & Bit		"	60	
	"	1	Oz. Peruvian Bark		"	15	

Mar.	12th	" 2 oz Camomile 10	Sopen			20	4.56
	"	1 Gal. B. Fluid				75	
p. 18	"	1 Tooth-brush				25	1.00
	13th	6 Empty Barrels 1.00	Sopen			6.00	
	"	Olive oil	"			.50	
	"	Rhenish Bleaths	"			.25	
	"	Skippan Elm	"			.15	
	"	Bergamot	"			.15	
	"	2 Gal. B. Fluid 75	"			1.50	
	"	1 " B. B. White oil	"			1.20	
	19th	20 lbs Red Lead 11½	"			2.30	
	"	½ " Chrome Yellow 37½	"			1.50	
	"	½ " Box Ayers' Pills 25	"			1.00	
	20th	½ " Umber in oil 30	"			1.20	
	"	½ " Red Lead 12½	"			.50	
	"	1 Large Spatula	"			1.00	17.25
	"	Soap				40	.40
		Amount Brought over	(196.85)	—	—		196.85
1860							
March	20	1 Box. Ayers' Sar	Sopen		1	.00	
"	21	2 Gal Japan 1.50	"		3	.00	
	"	1 lb. Licorice	"			40	
	"	1 " Hops	"			40	
	24th	1 Box Refd. Olive oil	"			40	
	"	Senna's Salts &	"			10	
	"	1 Oz Camphor	"			10	
	"	20 lbs. Gum Shellac 55	"		11	00	
	"	3 Paint Brushes 1.00	"		3	00	
	"	2 " " 20				40	
	"	2 Box. Ayers' Sar 1.00			2	00	

Mar. 24	2½ Gals. Alcohol		80.	Sopen	2	00	
27.	2½ " "			" "	2	00	
"	2 Box Seidlitz Powders	25		"		50	26.30
28th	1 Gal. Think					75	
"	Ammonia					10	.85
"	1 Pt Brandy	2		Sopen	1	00	
"	1 Breast Pump			"	1	25	
"	2 lbs Oat meal	12½		"		25	
"	1 Box Hathaways Pills	mid		"		62	
"	2 lbs Farina	12½		"		25	
"	½ " Burgundy Pitch			"		05	
"	8. Gal. Alcohol	75		"	6	00	
"	2½ " B. Think	78		"	1	88	
"	Sperm			"		30	
29th	10 Gal. Terpentine	80		"	8	00	
"	2½ " Japan	1.50		"	3	75	
30	8 lbs Shellac	65		"	5	20	
31	1 Bot. Brandy			"	1	00	
"	2 Sponges			"		35	
April 5th	8 Gal. Alcohol	75		"	6	00	
5.	1 Barrel			"	1	00	
"	40 Gal. Linseed oil	90		"	36	00	
"	1 lb. Shellac	70		"	1	40	
"	1 Bot Ayers' Sar				1	00	75.30
	Amount Brought Forward						299.30
1860 April 7th	1 Bot. Substitute			Sopen	1	00	
"	Sweet oil			"		20	1.20
9th	½ Gal Kerosene	120				60	.60
"	1 Bot Substitute			Sopen	1	00	

P.20

April	10	10	lbs Raisins	5	Dozen		50	
	"	5	" Van. Rd	6	"		30	
	11	2	Lamps & Kerosene oil		"	5	00	6.80
	12	1	Gal B. Fluid				75	
	"	1	Baby Rattle				25	1.00
	"	10	lbs. Gum Shellac	75	Dozen	7	50	
	"		Condition Powder		"	2	00	
	"		Sloans Ointment		"		50	
	"	25	lbs Raisins	5	"	1	25	
	13	2½	Gals. Japan	1.50	"	3	75	
	"	2½	" Alcohol	75	"	1	88	
	14	2	~~lbs~~ " B. Fluid	75	"	1	50	
	"	1	Bot Olive oil		"		75	
	"	1	" Cocaine		"		50	
	"	1	" Olive oil		"		75	
	"	4	Box Ayers' Pills	25	"	1	00	21.30
	16	1	Flesh Brush				50	.50
	18	12	lbs Putty	7	Dozen		84	.84
	19	1	Bot. Castor oil				15	.15
	20	1	lb. Cream Tartar		Dozen		60	
	"	½	" Soda	10	"		05	
	"		Oil Bergamot		"		10	
	"		Lamp Wick		"		10	
	"	1	Oz Chloroform		"		20	
	"	10	lbs Gum Shellac	75	"	7	50	
	"	8	Gal. Alcohol	75	"	6	00	
	"	25	lbs. Raisins	5	"	1	25	15.80
	25	1	Gal. B. Fluid				75	.75
			Amount Brot Forward					348.82

1860 May 30.	1	Lamp Chimney				25	.25
HR	2½	Gal. B. Shid	75	Sopen	1	88	
5R	25	Lbs Putty	7	"	1	75	
"	25	" Whiting	5	"	1	25	
"	1	Bot. Spalding Glue		"		25	
7R	10	Lbs. Shellac	75	"	7	50	
"	1	" Cream Tart.		"		60	
"	1	" Soda		"		10	
"	3	Gal. Alcohol	75	"	2	25	
8	½	Lb. Tartaric Acid	1.00	"		50	
"	½	" Elm Powder		"		20	
10	5	Lbs. Gum Shellac		"	5	75	
"	1	Bot. Ayers' Sar.		"	1	00	
"	1	Sack Coal				15	21.18
"		Eye-Water				25	.25
12R	2	Lbs Sarsina	12½	Sopen		25	
"	1	Tooth-Brush		"		25	
14R	10	Lbs Shell. Lac	75	"	7	50	
"	10	" Rosin	5	"		50	
"	6	Gal. Alcohol	75	"	4	50	
15R	1	Lb Tops		"		40	
"	½	" Licorice	40	"		20	13.60
18R	1	Gal. B. Shid				75	75
19R	1	Qt. Neats-foot oil		Sopen		35	
"	1	Hair Brush		"	1	00	
"	1	Reading Comb		"		40	
"	1	Bot. Hair-oil		"		25	
22R		Liniment		"		25	
"	10	Lbs. Shellac	75	"	7	50	

p 22

May 22	2 S Ms	Rosin	5. Sopen		1 25	
"	1 "	Elm Bark	"		40	
230	1 Bot.	Cocaine	"		50	
"	4 oz	Tartaric Acid 6/4	"		25	
"		Chloroform	"		20	
2 Hrs	8. Gal.	Alcohol 75	"	6	60	18.35
		Amount Brot Forward —				402.70
1860						
May 28	1 Gal.	Whale oil.	Sopen	1	00	
"	4 oz	Tartaric Acid	"		25	
"	2 Ms	Bird Seed 12½	"		25	
2 Hrs 1/2	Gal	W. Oil 1.20	"		60	
"	1 Mr.	Rosin	"		15	
"	1 Bot.	Castor oil	"		10	
30	1 Box	18 x 22 Glass	"	4	50	
"	2 Ms	Rosin 12½	"		25	
"	2½ Gal.	B. Whisky 75	"	1	88	
"	1 Box	Holloways Pills	"		25	
"	1 Mr	Elm Bark			40	9.63
31		Lamp-Black & Blk. Paint			30	30
June 2	1	Breast Pump.	Sopen	1	80	
"	5 MO	Gum Shellac 75	"	3	75	
"	1 Mr.	Rosin	"		15	
4 Hrs	1 Box	Salve	"		10	
"	1/2 Ms	Tartaric Acid 1.00	"		50	
"	1 Bot.	Tct. Lemon	"		25	
"	2 Boxes	Glass 16 x 22. 4.50	"	9	00	13.50
5	1 Ms	Soda			10	
"	1 "	Cream Tartar.			60	
"	5 "	Rosin 12½			63	1.33

June 9th	2	Ms	Farina	12½	& Spen	25	
"	1/2	"	Elm Bark	40	"	20	
11th	1	"	Eng. Calomel		"	1 50	1.95
13th	1	Bot	Soothing Syrup			25	
"	1	"	Woods Hair Restorative		"	1 60	1.85
14th	1	"	Bot. Olive oil		& Spen	75	
"	1	Box	Ointment		"	25	
15th	1/2	Ms	Tartaric Acid	100	"	50	
	10	Ms.	Brandt Anchovies in oil		"	3 00	
16th	1	Gal.	B. Fluid		"	75	
"		Olive oil & oil of Bergamot			"	60	5.85
		Amount Brot over ———					138.51
1860							
June 18th	1	Gal.	B. Fluid			75	.75
"	20½	Ms.	Putty		& Spen	1 20	
19	3	Gal.	Alcohol 75		"	2 25	
"	100	Ms.	Putty		"	5 50	
22	4	"	Farina	12½	"	50	
"	2	"	Tartaric acid	1,00	"	2 00	
"	1	Bot.	Eph. Lemon		"	25	
"			Cup		"	05	
"	4	Box	Ayers Pills	25	"	1 00	
"	1	Ms	Sulphur		"	15	
23	2	Bot.	Eph. Lemon	25	"	50	
"	1/2	Ms.	Eph. Licorice	40	"	20	
"	1/25		Gro. Elm.	40	"	10	
"	1/2	Gal.	B. Fluid		"	40	
25th	10	Ms.	Asphaltum	10	"	1 00	
" 26	1	Bot.	Lubin Musk		"	75	
"	1	"	Ess. Peppermint		"	10	

June 27th	1	Paint Brush - Extra		Sopen	1	15	
"	1	" " "		"	1	15	
p.24 "	1	" " Small		"		10	18.35
"	5	Alcohol barrels	75		3	75	3,75
"	2	Lbs. Soda	10	Sopen		20	
July 20.	2	" Farina	12½	"		25	
"	10	Gal. Turpentine	75	"	7	50	
"	2	Brushes	15	"		30	
"	5	Lbs. Gum Shellac	75	"	3	75	
"	1	Bot Cocaine		"		50	
"	1	Oz Chloroform		"		15	
30.	10	Lbs. Dryer	15	"	1	50	
5th	1½	Gal. Alcohol		"	1	15	
7th	1	Lb Farina		"		13	
"	½	" Ammonia				13	
"	½	" Camphor	80			40	
"		Bottle				05	16.01
8th	1	Gal. Alcohol				75	75
1860		Amount Brot Forward					478,12
July 9th	2½	Gal. Japan	150	Sopen	3	75	
"	2	Paint Brushes	1.60	"	3	20	
10th	3	" " Sq	O.K. 1.60	"	4	80	
"	3	" " opl.	1.60	"	4	20	
"	6	Sash-tools	15	"		90	
"	3	Varnish-brushes	65	"	1	95	
"	10	Lbs Gum Shellac	75	"	7	50	
"	1	Set Graining combs		"	1	75	
"	4	Gals. Alcohol	75	"	3	00	
"	44	" Linseed oil	90	"	39	60	

July	10th	1 Barrel	Sopen	1	00	
	11th	2 Mrs Fairma 12½	"		25	
	"	1 Bot Ayers' Pills	"		25	
	"	1 " Holloways "	"		25	72.50
	16th	1 Bot. Linc. Annis			25	
	"	1 " Spanish Flies			25	.50
	"	42½ Gal Terpentine 70	Sopen	29	75	
	"	1 Barrel	"	1	00	
	17	1 Mr Tartaric acid	"		90	
	"	2 Mrs Beerrap 35	"		70	
	"	½ Gal Fur. Varnish Nal. 2.50	"		62	
	"	½ " Coach do	"		88	
	"	1 " B. Flint	"		75	
	"	1 Mr Logwood Block	"		20	
	"	½ " Elm Bark 40	"		20	
	"	5 Boxes Ayers Pills	"	1	00	36.00
	20	1 Bot. Soothing Syrup			25	25
	"	1 " Thompsons Eye-water	Sopen		25	
	"	Sulphuric acid	"		10	
	21	2 Bot. Olive-oil 80 Bergamot 20	"	1	00	
	"	½ Mr. White wax 80	"		40	
	"	1 Flesh Brush 50. 1 Bot. Ayers Sar. 100	"	1	50	3.25
		Amount Brot over				590.52
July	23	1 Bot. Brandy	Sopen		85	
	"	1 " Castor oil	"		15	
	24	1 Flat Var. Brush	"		70	
	"	1 Ladies' Shoulder Brace	"	1	50	
	"	1 Bot. Cocaine	"		50	
	"	10 Gal. Nol Fur. Var. 2.50	"	25.	00	

p. 25

p. 26

July	24	1 Key —		$5 per	1	00
	"	20 Gal. Boiled oil	90	"	18	00
	"	1 Barrel		"	1	00
	"	1 Qt. Black-heavy juice		"	1	00
	"	1 Bot. Ginger		"		50
	25	1 Lb Soda		"		10
	"	1 Bot Dye's Cordial		"		25
	26	1 Husband's Plaster		"		25
	"	1 Package Linit		"		20
						51.00
	27	1 Bot. Soothing Syrup				25
						25
	"	5½ Lbs Dry Paris Green	40	$5 per	2	10
	"	1 Gal. B. Fluid		"		75
	"	1 Can		"		50
	28	1 Papers Ranina 12¢		"		50
	30	1 Varnish Brush		"		75
	"	6 Sash-Tools	15	"		90
Aug.	1	1 Bot. Ext. Strawberry		"		20
	"	5 Lbs Paris Green	40	"	2	00
	2	Varnish Brush		"		75
	"	Flint Stick		"		10
	4	1 Bot Dye's Cordial		"		25
	"	½ Mr. Bundle Arrowroot		"		38
	6	35 Gal. Linseed oil	90	"	31	50
	"	30 Lbs Putty in bulk	5	"	1	50
	"	6 " Raw Sienna in oil	35	"	2	10
	"	¼ " Elm bark	40	"		10
	"	1 Bot Olive oil		"		70
	8	30 Lbs Putty, Bulk	5	"	1	50
	"	½ " Tartaric acid	1.00	"		50

p. 27

Aug	8	1 Bot. Eyt. Lemon	Soper		25	47.33
		Amount Bot Forward	—			689.10
Aug	10 12	3½ Gal. B. Whisky 75	Soper	2	63	
	"	1 Set Graining Combs	"	2	00	
	"	1 Box Glass 9×16	"	3	25	
	11	20 Galls Boiled oil 90	"	18	00	26.88
	"	1 Hair Brush			40	
	"	1 Fine Comb D.R.			25	
	"	1 Reading do			10	.75
	"	6 lbs Yellow Wax 35	Soper	2	10	
	"	10 " Raw Sienna 20	"	2	00	
	"	2 " Refd. Lamp Black 35	"		70	
	"	15 " Whiting 5	"		45	
	"	2 Tilted Brushes 10	"		20	
	"	100 lbs Ground white 5	"	5	00	
	13	44 Gal. Boiled oil 90	"	39	60	
	"	4 " Raw " "	"	3	60	
	14	8 oz Catalan Brandy	"		21	
	15	10 Gal. Furniture Var. 250	"	25.	00	
	"	3. lbs Tannin 12½	"		38	
	17	20 " Putty 5	"	1	00	
	"	Muriatic acid	"		10	
	"	1 Bot Sloan's ointment	"		25	80.59
	"	1 " Bay Rum			50	
	"	Cuttle fish bone			05	.55
	18	5 Lopez Ayer Pills	Soper	1	00	
	"	1 Round Comb	"		25	
	20	1 Oz Chloroform	"		20	
	"	50 Sheets Filt-paper			25	

Aug 21	1/2 Doz Klein Wicks	Spec			50	
22	1/2 Lb. Tartaric Acid	1.00	"			50	
23	1/2 " " " "	"			50	
"	1 " Soda 10 Lb. Hyp	30	"			40	3.60
	Amount brot forward —						801.47
Aug 24	1/4 Gr. Cider Sick	1.20	Spec			30	
25	2 Gals. B. Klein	75	"		1	50	
"	2 Bots. Ginger Wine	50	"		1	00	
"	1 Lb. Blk-berry Wine		"		1	00	
"	1 Bot Cream Tar		"			75	
"	1 " Cocaine		"			50	
"	3 Sach-Vols, Asst.	20	"			60	
"	3 do " "	15	"			45	
27	4 Gals Linseed Oil	gr	"		3	60	
"	2 " Alcohol	80	"		1	60	
"	1 " Refd. W. Oil		"		1	00	
"	1/4 " Rose Pink		"			10	
"	1/4 " Burnt Umber		"			13	
28	1/2 " Licorice	50				25	4.87
"	1 Lb. Bch Brandy				2	00	
"	1/4 Lb Arrow Root	80				20	2.20
29	1 Tooth Brush		Spec			25	
31	1 Bot Ayers Sar		"		1	00	
"	1 " " C.P.		"		1	00	
"	2 Varnish Brushes	65	"		1	30	
"	1 Box Glass, 10x16		"		3	50	
"	2 Paint Brushes	50	"		1	00	
Sept. 1	Order for Specific				1	00	
" 3	1 Lb. Tartaric Acid				1	00	

p. 29

Sept	3	1 Bot. Extract Lemon	Sloper			25	
	5	½ lb Paris Green 40	"		2	00	
	"	1 Bot Ayer's Pectoral	"		1	00	
	"	1 " Jno. Bull	"			25	
	7	3 Gals. B. Wine 75	"		2	25	
	"	1 Bot. Catawba Brandy	"		1	25	
	8	½ lb Mustard 50				25	17.30
	10	1 Bot Lubin's Ext.				75	
	"	½ Doz Corks				05	.80
	11	½ Gal. B. Wine	Sloper			40	
	13	Ground Rhubarb				15	.55
							~~781.10~~
		Amount Brought Forward					871.10
Sept	137.	5 lbs. Tapioca 15	Sloper			75	
	"	1 Bot Ayer's C.P.	"		1	00	
	"	1 " Spalding's Glue	"			25	
	17	1 Paint Brush 8/0 O.K.	"		1	75	
	"	2 Varnish " 0/0 75	"		1	50	
	"	3 Sash Tools No 5. 20	"			60	
	"	3 " " " 4 15	"			45	
	18	½ lb Tartaric Acid 100	"			50	
	"	1 " Soda	"			10	
	"	1 Cake Glycerine Soap	"			25	
	"	1 D. R. Comb	"			20	
	"	1 Bot. Ext. Lemon	"			25	
	19	1 lb. Flour Emery	"			25	
	20	25 lbs. Mineral Paint 5	"		1	25	
	"	25 " Whiting 4	"		1	00	
	"	1 Bot. Veine-air	"			40	

Sept.	20		Medicine for Child	Scpen	25	
	21	25	Mrs Yellow Cohosh S	"	125	
	21	1	" Indian R.D	"	30	
p30	"	1	" Ven. "	"	08	
	"	1 1/2	" Bain oil	"	20	
	"		Turpentine	"	10	
	"	1/2	Pint Demar Varnish	"	25	
	"	1/4	lb. Orange Yellow	"	10	
	"		Licorice	"	10	
	22	2	Gals. B. Whiskey 75	"	150	
	"	1	Box Ayer's Pills	"	25	
	24	3	Mrs. Senna 15	"	45	
	1	1	Box Holloway Pills	"	25	
	25	3	Mrs Senna 15	"	45	
	"	20	Gals. Linseed oil 90	"	18 00	
	"	1	Barrel	"	1 00	
	"	1/4	oz Podophyllin	"	30	
			Quinine	"	05	35.33
			Brot. Forward			906,43
Sept.	29	1	Bot. Cataula Brandy	Scpen	125	
	"	1/2	Mrs Licorice	"	20	
October	2	2 1/2	Gals. B. Whiskey 75	"	187	3.32
	"	1	Bot. Magnesia		50	
	"		Hall-Rent		25 00	25.50
	5	5	Boxes Ayers' Pills	Scpen	1 00	
	"	5	Mrs. White Resin 10	"	50	
	"	5	" Shellac 75	"	3 75	
	6	1/2	lb Tartaric acid 1,00	"	50	
	"	1	Bot. Tinct. Lemon	"	25	

p. 31

Oct.	8	5 lbs. Paris Green 40	Sopen	2	00	
	9	2 Gal. Alcohol 75	"	1	50	
	"	1 lb. Chrome Yellow	"		40	
	11	10 Gal. Turpentine 75	"	7	50	
	15	1 Bot. Husband's Magnesia	"		50	
	"	1 Cake Glycerine Soap	"		25	
	"	2½ Gal B. Alum 75	"	1	88	
	16	1 Box Cold Cream	"		25	
	18	2 Panes Glass 18×21 30	"		60	
	"	46 Gal. Linseed oil 90	"	41	40	
	19	1 Box Glass 10×16	"	3	50	
	"	1 Gal. Japan	"	1	50	
	20	1 Bot Ayers Sar.	"	1	00	68.28
	23	1/2 lb. Gum Arabic			13	
	"	1 Bot Cocaine			50	
	"	2 " Porter 25			50	1.13
	24	2 Gals. B. Alum 75	Sopen	1	50	
	"	2 papers Mustard 10	"		20	
	"	3 lbs. Chrome Green 30	"		90	
	"	3 " Burnt Umber 25	"		75	
	"	2 " Raw " "	"		50	
	"	1/4 " Rose Pink 20	"		05	3.40
		Amount Brot Forward				1008.56
Oct	26	2 Putty-Knives 25	Sopen		50	
"	27	1 B Blender	"	1	50	
	"	1 Spatula	"		30	
	29	1 Box Glass 12×20	"	4	00	
	"	2 Bot Porter 25	"		50	
	30	Pond's Charcoal, Gin & Bit.	"		65	

Oct	31	1 Gal B. Whiskey	Sopers			75	
	"	1 Bot Olive oil	"			40	
p32	"	1 Pt. Camphor & Bot	"			20	
Nov	2	25 lbs Corn 5	"		1	25	
	"	1 " Red Lead	"			12	
	"	1/2 " Muriatic acid 20	"			10	
	3	1 Gal. B. Whiskey	"			75	
	"	1/2 lb. Tartaric acid 100	"			50	
	6	2 1/2 Gals. B. Whiskey 75	"		1	88	
	8	10 lbs. Asphaltum 10	"		1	00	
	"	2 Round Corks 15	"			30	
	10	10 Gals. Turpentine 75	"		7	50	
	"	1/2 lb. Licorice 50	"			25	
	"	2 Boxes Hallways Pills 25	"			50	
	12	1 Roll Fireplug Plaster	"		1	00	
	"	3 lbs. Senna 15	"			45	
	"	1 " Hops	"			40	
	"	1 Gal B. Whiskey	"			75	
	"	1 Daniel Boone	"			70	
	"	2 Sash Cords 25	"			50	
	14	1 Gal Alcohol 75	"		1	50	
	15	1 Bot Ext Lemon	"			25	
	15	1 Pint Gin & Bot	"			50	
	"	1/2 lb. Tartaric Acid 100	"			50	
	"	1/2 lb Sash	"			05	
	16	1 Gal B. Whiskey	"			75	
	"	3 Papers Mustard	"			25	
	"	1 Bar Glycerine Soap	"			25	
	21	1 Gal. B. Whiskey	"			75	31,55
							1.04.11

1860		Amount Brot Forward			
November 22	1/2 Gals. B. Rhine	75	Sopen	1	13
"	1 Bot Cocaoine		"		50
"	Barnes		"		05
27	1 Gal B. Rhine		"		75
"	1 Bot. Cocoaine		"		50
28	1 Mr. Tarrant girl		"	1	00
"	1 " Sarah		"		10
"	1 Bot. Syl. Lemon		"		25
"	1 Oz Chloroform		"		20
29	1 Bot. Catawba Brandy		"	1	25
"	Landsmen		"		10
"	Sleeker		"		05
30	1 Bot Olive oil		"		40
"	1 " Cocoaine		"		50
Dec 1	1 Gal B. Rhine		"		75
" "	1 Bot. Olive oil		"		65
" "	1 " Oil Bergamot		"		10
4	4 Boxes Glass 12×16 3.50		"	14	00
5	2 Gals. B. Rhine	75	"	1	50
"	3 Papers Mustard		"		25
"	1 Box Anodine		"		40
~~6~~ "	Medicine for girl		"		50
6	1 Bot Kendys Mex. dis		"	1	00
7	1/2 Mr. Elm Powder 40		"		10
"	1 Cake Glycerine Soap		"		25
8	1/2 Gal B. Rhine	75	"		38
"	Onesimpsim for girl		"		50
10	1 Bot. Cocoaine		"		50

Dec.	10	1 Oz Laudanum Spec			10	
	11	1 Gal. B. Whiskey "			75	
	"	Spr. Spirits of Nitre Sweet "			15	
p. 34	"	44 Gal. Bottles L.S. at 100 "		44	00	72.26
		Amount Brot Forward				1112.87
Dec	11	1 Empty Barrel Spec		1	00	
	14	2 Round Combs 15 "			30	
	"	1 Tooth-brush "			25	
	"	1 Tooth-Pick "			05	
	"	1 lb Hops "			30	
	"	1 Gal. Whiskey "			75	
	"	3 Papers Mustard "			25	
	18	5 Boxes Ayer's Pills "			100	
	"	1 Gal. B. Whiskey "			75	
	20	1 Bot Cline oil "			75	
	22	44 Gals. Linseed oil 90 "		41	40	
	"	10 " Turpentine 75 "		7	50	
	"	1 " B. Whiskey 75 "			75	
	1	1 Bot. Cocaine "			50	
	"	2 Round Combs 15 "			30	
	"	Gum juice "			10	
	"	Orris Root & Gum Camphor "			10	
	24	1 Bot Catawba Brandy			125	
	"	1 Pt. Gin 80			40	
	"	1/4 Pulv. Charcoal			15	
	28	1 Gal B. Whiskey			75	
	29	1 Bot Cline oil			40	
	"	Oil Bergamot & Rose			20	
	31	1 Gal. B. Whiskey			75	

Dec.	31	3 Bot. Porter 25	Sopen		75	
	"	2 Paint Brushes " 0.K.	"		1 00	
p. 35	"	6 Sash Tools 20	"		1 20	63.40
	"	20 lbs Sulphate copper 18			3.60	3.60
	31					
1861						
Jan.	2	Difference in Brushes	Sopen		1.40	
	"	3 Bot. Porter 25	"		75	
	"	1 Gal. B. Think	"		75	
	4	3 Bot Porter 25	"		75	
	5	Sundry Drugs	"		25	
	"	3 Bot. Porter 25	"		75	
	"	2 " Cordova Brandy 125	"		2 50	7.15
		Amount Bot Over				1187.52
January	5	1 Bot Olive oil	Sopen		75	
	9	1 Gal. B. Think	"		75	
	"	1 Bot Cocaine	"		50	
	10	2 Gal. Alcohol 75	"		1 50	
	"	1 " B. Think	"		75	
	"	1 " Copal Varnish	"		2 50	
	"	5 lbs. Gum Shellac 70	"		3 50	
	12	1 bot. Cocoaine	"		50	
	"	1 Bot Olive oil	"		40	
	14	3 Gal Copal Varnish 2.50	"		7 50	
	"	1 Bot Sloans Ointment	"		50	
	"	1/2 lb. Licorice 50	"		25	
	15	1 1/2 Gal B. Think 75	"		1 13	
	"	1/2 lb. Pure Salt Petre 30	"		15	
	"	2 Cakes Glycerine Soap 25	"		50	
		Indian Rubber Bands	"		20	

January 16	44 Gals. Boiled oil	90	Soper	39	60	
21	1 Fine Comb		"		75	
p36 "	5 Mrs Shilloo	75	"	3	75	
"	10 " White Rosin	10	"	1	00	
"	3½ Gals. Alcohol	75	"	2	63	
22	1 " B. Flint		"		75	
23	1 Kerosene Lamp		"	1	50	
"	1 Bot. Castor oil		"		15	
"	1 2/ Italian Gin & Bot		"		90	
"	½ P. Chamois	"	"		40	
24	Sundries		"		50	
26	1 Gal. B. Flint		"		75	
26	1 Box Salve		"		25	
"	1 Bot. Liniment		"		50	
"	3 Bbl Bottles	25	"		75	
"	1 Segar case		"	1	50	77.06
	Amount Brot Forward					106.58
Jan 28	81 Mrs. Glue	28	Soper	7	75	
"	1 Cake Castile soap		"		10	
30	1 Bot Cocaine	50	"		50	
"	1 " Indian Ink		"		25	
31	1 Gal B. Flint		"		75	
"	1 Box Healing Salve		"		25	
"	1 " Pills		"		25	
"	Castile soap		"		10	
Feb 2	½ Gal. B. Flint		"		40	
"	1 Bot. Cocaine Brandy		"	1	25	
"	Laudanum & Alcohol		"		15	
4	1 Pint Ital. Gin & Bot		"		50	

p.37

Feb.	4th	2 cakes Glycerine Soap	25	Soaper		50	
	"	10 Gals Terpentine	75	"	7	50	
	"	2 " Alcohol	"	"	1	60	
	"	2 Lbs. Litharge	12½	"		25	
	"	2 " Sugar Lead	25	"		50	
	"	1 Oz Chin. Vermilion		"		25	
	5	1 Gal. B. Linn		"		75	
	6	½ " Whale oil	100	"		50	
	8	1 " Kerosene		"	1	20	
	9	1 " Aypsé C.P.		"	1	00	
	"	1 Cake Soap		"		10	
	"	1 Gal. B. Linn		"		75	
	12	7 Lbs. Yellow ochre	5	"		35	
	"	2 Lb. Ven. Red	8	"		14	
	"	½ " Chrome Yellow	40	"		20	
	"	Prescription		"		40	
	14	1½ Gal. B. Linn	75	"	1	13	
	15	½ Lb. Ext. Licorice	50	"		25	
	"	1 Bot Cocaine		"		50	30.04
	16	20 Lbs. Blue Vitriol		per school	16	9	20	3.20
	21	1 Gal. B. Linn		Soper		75	
	"	1 " " "		"		75	
	23	Prepared Hair Oil				35	1.85
		Amount Brot. Forward					1299.65
Feb.	24	Bot Rubber Hair pins		Soper		25	
	"	Pair Pupp Combs		"		15	
	"	Round "		"		15	
	"	1 Bot. Wood's Hair Rest.		"	1	00	
	"	1 Qt. Port Wine		"	1	20	

February	27	1 Gal B. Fluid	Sopers			75	
	28	3 Paint Brushes 1/60. 1/40 1/30	"		1	30	
	"	3 Sash-Tools No 6 22	"			66	
p.38	"	3 " " " 11 18	"			54	
	"	4 Oz Cough Balsam	"			90	
	"	4 " Candies	"			20	
March	1	5 Lbs. Shellac 75	"		3	75	
	"	3 " Litharge 12½	"			38	
	"	2 Boxes Glass 12 x 22 4,25	"		8	50	
	"	3 Lbs. Raw Linseed oil 20	"			60	22.73
	"	1 Bot. Sampling oil				50	.50
	2	3 Boxes glass. 12 x 22 - 4,25	Sopers		12	75	
	"	1 Gal B. Fluid	"			75	
	4	1 Hair Brush	"		1	25	
	"	1 Tooth-Brush	"			25	
	"	1 Box C. Tooth-paste	"			25	
	"	1 D. R. Comb	"			20	
	"	1 Pint Gin	"			40	
	"	1 Lamp Chimney	"			15	
	"	1 Pair Flesh Gloves	"		1	00	
	"	1 Chimney brush	"			10	
	"	1 Prescription	"			25	
	"	1/2 Doz Paper Mustard	"			50	
	5	2 Lbs Burnt Umber in oil 25.	"			50	
	"	3 " Chrome Green 30	"			90	
	"	3 " Paris Green 40	"		1	20	
	"	28 " Whiting	"			84	$ 21.29
							194 H. 19

1861							
March		Amount Brought Forward					134.14
"	5	1/4 Lb. Ind. Rub	25	Sopes		06	
p. 39	"	1 Paper Worm Tea		"		25	
	6	1 Lb. Tobacco		"		13	
	"	1 Pair Buff Combs		"		15	
	"	1 Bunch Toothpicks		"		05	
	7	1 Box Salve		"		25	
	8	Prescription		"		65	
	"	Brandy, Gin &c		"	1	10	
	9	1/2 Gal. Kerosene oil	120	"		60	
	"	1 1/2 " B. Fluid	75	"	1	10	
	"	Pills		"	1	00	
	"	Prescription for Bale		"		50	
	"	2 Balls Glycerine soap	25	"		50	
	"	1 Box Cigars		"	3	00	
	"	Gum Arabic		"		10	
	"	1/2 Lb. Peppermint		"		35	
	13	1 Chimney		"		15	
	16	1 Bot Olive oil		"		65	
	"	1 " Bergamot "		"		10	
	"	2 Gal B. Fluid		"	1	40	
	"	1/2 Lb Ext. Licorice	50	"		25	
	"	1 Qt Alcohol		"		20	12.54
	18	Neats-foot-oil		.		35	
	"	Sponge				15	.50
	"	1 Bot Am. Sherry		Sopes		50	
	19	2 Box. Glass. 9 x 14	3,00	"	6	00	
	"	2 " " 10 x 14	3,00		6	00	
	"	14 Lbs Whiting	3			42	

March	19	1 Gal. Alcohol	Soper		70		
	"	11 " Linseed oil	90 "	9	90		
	"	1 " Kerosene "	"	1	20		
p.40	20	35 lbs Putty in Bladder	6 "	2	10		
	"	1 Doz Glass 9+14	"		80		
	22	1/4 lbs. Yellow ochre	5 "		70		
	"	1/4 Chrome Yellow	40		10	28.42	
		Amount Brot Forward				1385.65	
March	23	6 Gals. Turpentine	75 Soper	4	50		
	"	3 " Furniture Varnish	2.50 "	7	50		
	"	2 " Varnish Brushes	65 "	1	30		
	"	1 Box Sloan's ointment	"		50		
	"	1 Bot. Olive oil	"		75		
	"	1 lb. Hops	1 "		40		
	25	3 " White Glue	35 "	1	05		
	"	2 " Dry White Lead	11 "		22		
	"	1 " Rose Pink	"		20		
	"	1/2 " Raw Sienna	"		12		
	26	5 " White Lead	11 "		55		
	"	1/4 " Gum	"		15		
	29	2 Gal. B. Linseed oil	75 "	1	50		
	"	1/2 " Do " "	"		38		
April	1	1 Shade	"		35		
	"	1 Bot. Catalpa Bronze	"	1	25		
	2	1 Varnish Brush No 1	"		65		
	"	1 Bot. Olive oil	"		60		
	3	6 Gals. Raw oil	90 "	5	40		
	"	3 " Turpentine	75	2	25		
	"	Putty-Knife			25		

April	9	1 Lb. Burnt Umber	25	Spon	50	
	"	1 " Raw "		"	20	
	11	1/2 " Elm bark	40	"	20	
p. 41	"	Lamp-wick		"	15	
	5	Prescription		"	65	
	"	1 Bot. Ammonia		"	10	
	"	1 Lb. Pond. Pumice-stone		"	15	
	"	1/2 Lb Cough Lozenges		"	25	32.07
	6	1/2 Gal Best Spermaceti	2.50	#	125	1.25
	"	1 " Alcohol		Spon	75	
	"	Ind Rd		"	10	.85
	"	Amount Brot Forward				1419.82
April	6	2 oz Best Bronzing		Spon	10	
	"	Farina		"	25	
	8	1 Book Gold Bronze		"	50	
	"	Prescription		"	50	
	"	1/2 Lb Epsom	12¢	"	50	
	"	1 Qt. Gin		"	75	
	11	1 Paper Glazier Points		"	25	
	"	38 Lbs. Putty		"	1 90	
	12	1 Gal. B. Linseed		"	75	
	"	25 Lbs. Whiting	3	"	75	
	"	Tooth-Pick of Chimney		"	20	
	"	54 1/2 Lbs Putty	5 1/2	"	2 99	
	13	1/4 Lb. Chrome Yellow		"	10	
	"	1/4 " Ven. Red		"	07	
	15	41 Gals. Linseed oil	90	"	36 90	
	"	100 lbs Whiting		"	3 00	
	16	55 Lbs. Whiting			1 65	

April	16	10 lbs Litharge	12	Scheps.	1 20		
	"	2 Papers Points	12½	"	25		
p. 42	"	2 Sash-Tools No 4	15	"	30		
	"	2 " " " 5	"	"	30		
	18	1 Gal. B. Shellac		"	75		
	19	2 D. R. Balls	30	"	60		
	"	2 Brushes	10	"	20		
	"	2 Gals. Copal Varnish	2.50	"	5.00		
	"	1 Bot. Rhubarb Wine		"	75		
	20	1 Gal Kerosene oil		"	1 20		
	"	1 Bot. Cocaine		"	50		
	24	Mds. for Mrs. Ball		"	50		
	26	1½ Gal B. Shellac	70	"	1 05		63.76
	27	1 oz Muriatic acid			10		.10
	30	1 Chimney		Scheps	15		
May	30	1 Large Bot. Rhubarb Wine		"	1 00		
	4	1 Gal. Terpentine			1 00		
	"	1 " B. Shellac			75		3.00
		Amount Last Forward					1486.68
May	4th	½ Doz. Glycerine Soap		Scheps	1 00		
	"	2 Mrs. Vm. Rd	7½	"	15		
	6	1 Bot. Catawba Wine		"	1 25		
	7	1 " " "		"	1 25		
	"	1 " Rhubarb "		"	75		4.40
	"	2 D. R. Balls	30	"	60		
	8	6 oz Fort. Acr			30		.90
	"	1 Bot Rhubarb Wine		Scheps	75		
	11	1 " Olive oil		"	40		
	"	Pt. Silver			05		

May	11		Medicine for Workmen Sopen		20	
	"	1	Gal B. Khina "		75	
	"	1	Bot Rhubarb Wine "		75	
p. 43	"	1	2h Holland Gin of Bot "		85	
	16	1	Gal Alcohol "		80	
	18	1	" B. Khina "		75	
	21	1	L.R. Lett Toilets "	3	25	
	"	2	Papers Condition powd. no "	1	00	
	"	1	Large Purse "	1	25	
	22		Ono. for Mr Ball "		50	11.30
	23	10	Mrs. Copperas 5 "		50	.50
	24		Sarsaparilla fl Sopen		80	
		59	Boxes French glass "			
			per invoice Rec. Sp. 61/60 "	435	00	
			Freight on same "	79	00	
			10 per cent. Commission on above "	51	40	
	25	1/2	Mr. Esp) Liverd 50 "		25	
	"		Salts, Senna & Cassia seed "		15	
	27	1/2	Doz Ale 3.00 "	1	50	
	29	1	" " " "	3	00	
	"	1	Bot Segars		25	
June	1	6	oz Sar. Root		30	574.65
			Amount Brot Forward —			2078.43
June	1	4	oz Liverd Sopen		20	
	"	2	" Wild Cherry Bark "		10	
	"	1	" Cinnamon "		05	
	"	1	Gal. B. Khina "		75	1.10
	3	1	Mr. Sulphur		10	
	"	1	Asafoetida		10	.20

June 7 1853	1 Pocket Book	Sopen		75	
p. 114	Boxes	"		05	.80
July 1	3½ lbs. Roll Brimstone	10		35	.35
					$ 2080.66

1854	Amount Received			
June 28	By Check	6.40		
1854 May 28	" Cash	22.50		
October 15	" Tuition	7.50		
1860 Aug. 14	" Check	96.90		
1861 March 1	" Order on Board of Education	121.07		
Ap. 29	" Check on Chicago	58.10	1311.77	
	Balance due		$.769.11	

And afterwards, during said Term, to-wit; on the 8th day of September, 1869, — present as before, — the following proceedings were had, as appears of record. To-wit:

R. Thompson & Co.,
vs.
Charles E. Storey } ss

And now at this day comes the said Defendant by his Attorney and moves the Court to continue this cause, and presents to the Court an affidavit in support of said motion; and said Plaintiff not admitting the matters and things in said affidavit contained, and the Court being fully advised in the premises doth order that this cause be continued at the costs of said Defendant.

And afterwards, to-wit, at the June Special Term of said McLean Circuit Court —

Present Hon. Charles Emerson, Judge of the Seventeenth Judicial District;
Edward R. Rue, Clerk
Norval Dixon, Sheriff,

The following proceedings were had, as appears of record — to-wit:

Tuesday, June 7th. 1870

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Robert Thompson, John M. Major & Charles Jones, Partners doing business under the name, firm and style of R. Thompson & Co.

vs.

Charles E. Hovey

} In Assumpsit

This day come the parties hereto by their Attorneys, and this cause now coming on for trial, thereupon comes a Jury, to-wit: Hiram Havens, William Lawrence, Benjamin Gray, Francis Sweet, Charles P. Merriman, Samuel Reeder, James Wirt, Benjamin Brothers, Joseph McIntosh, Israel W. Hall, A. L. Metcalf and Aaron Harlan, who being elected, tried and sworn well and truly to try the issues joined in this cause, after hearing the evidence in the cause, and the arguments of Counsel, upon their oaths do say that they find the issues for the Plaintiffs, and assess their damages at the sum of Seven Hundred and Fifty-nine dollars and fifty-eight cents. Whereupon the Defendant by his Attorney enters his motion to set aside the verdict of the Jury aforesaid, and to grant a new trial in this cause.

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Monday, June 20th 1864

Present as before.

Robert Thompson, John M. Major, and Charles Jones, Partners doing business under the name, firm & style of R. Thompson & Co. vs Charles E. Hovey } In Assumpsit

This day again come the parties hereto by their attorneys, and the motion for a new trial heretofore entered by said Defendant now coming on to be heard before the Court is argued by counsel, and the Court having heard said motion, and being fully advised in the premises doth overrule said motion. It is therefore considered by the Court that said Plaintiffs recover of the Defendant the sum of Seven-hundred and fifty-nine dollars and Seventy-eight cents, their damages as aspesed by the Jury, and also their costs herein expended. And now comes said Defendant by his Attorney, and prays an appeal to the Supreme Court of this State; and the same is granted upon said Defendant giving bond conditioned as the law directs, in Sixty days from this date, in the sum of Fifteen Hundred and Twenty dollars.

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Whereupon, to-wit, on the 27th day of June, A.D. 1864, the Defendant by his Attorney files herein his Bill of Exceptions, in words and figures as follows, to-wit:

R. Thompson & Co., } Appeal, in the McLean
vs. } Circuit Court, Special
Charles E. Storey } June Term, 1864

Be it remembered that on this twenty-third day of June, A.D. 1864 this cause came on to be heard. The parties answered themselves ready; a jury was impannelled and sworn: the Plaintiffs then introduced David Gillespie, who testified —

That from November, 1857 to July, 1861, he was Bookkeeper for Thomas H. Soaper, part of the time here and part of the time in Chicago; that said Soaper was the Contractor for the wood-work in the Normal University Building. Two small books — one with and the other without covers, were then shown to the witness. He was asked if he recognised the books, and what they were. He replied that they were Day-books. On being asked, whose, he replied that they were Soapers Day-books; that when he wanted goods, he sent these books to R. Thompson & Co, and they sent the goods with the charges for the goods in the books,

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and returned the books with the goods. These Day-books were used by Draper and Storey in Settlement between themselves for the amount of goods purchased; and orders were given by Draper to Storey on Board of Education for such amounts. Plaintiffs then offered the Day-books in evidence, To which the Defendant, by his Attorney, objected; and gave as reasons why they should not be admitted that they were not the Plaintiffs books of account, that they were not the books of account of the Defendant: that the Plaintiffs had not laid a proper foundation for their introduction. The Court overruled defendants objections, and admitted the books. To which ruling of the Court the Defendant then and there excepted.

[Said Day-books were in pages, words and figures, as follows, to-wit:]

Endorsement on cover of first Day-book:

"R. Thompson & Co.
Bloomington"

On inside of said cover:

"Co. Co. Storey
" Dr M. Draper Dopen
"To R. Thompson & Co."

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[Entries herein made in red ink are made in lead-pencil in the original.]

(1st. page)

1861

Jan 2	Difference in Brushes			1.40
	3 Bots Porter	25		75
	1 Gal B. Fluid			75
4	3 Bots Porter	25		75
5	Sundry Drugs			25
	3 Bots Porter	25		75
	2 " Catawba Brandy	125		2.50 ×
	1 " Olive oil			75
9	1 Gal B. Fluid			75
	1 Bot Cocoaine			50
11	2 Gal Alcohol	75		1.50
	1 " B. Fluid			75
	1 " Copal Varnish			2.50
	5 lbs. Gum Shellac	70		3.50
12	1 Bot. Olive oil			40 ×
×	1 " Cocoaine			50
	3 Gals Copal Varnish	250		7.50
	1 Bot. Sloan's oint			50
	½ lb Licorice			25 ×
				26.55

(2d. page)

	Amt. brought up		26.55
Jan. 15	½ Gals B. Fluid,	75	1.15
	½ lb Salt Peter (pure)	30	15
	2 Cakes Soap	25	50

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	India Rubber Bands		.20
16	4d Gallo Boiled oil	90	39.60
21	1 Fine comb		75
	5 lbs Shellac	75	3.75
	10 " White Resin	10	1.00
	3½ Gallo Alcohol	75	2.63
22	1 " Thins		75
23	1 Kerosene Lamp		1.50 x
	1 Bot. Castor-oil		15 x
	1 2d. Holland Gin ℔ Bot.		30 x
	½ lbs Bond. Charcoal ℔ "		40 x
24	Sundries		50
25	Salve		25
	Liniment		50
	3 Bottle Porter		75
29	1 Gal B. Thins		75
	1 Cigar case	84.21 5-10-5	1.50

Amount brought up 84.21

[Page 3]

29	31 lbs Glue	25 ℔	7.75 x
x	1 Cake Castile Soap		10 x
30	1 Bot Cocaine		50
	1 " Sod Bark		25
31	1 Gal. B. Thins		75
	1 Box Salve for man		25
	Castile Soap		10
	Box Ayer's Pills		25
Feby. 1	½ Gal B. Thins		40

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	1 Bot. Catawba Brandy		1.25	
	Laudanum & Alcohol &		15	
4—	1 Bt Holland Gin & Bot		50	x
	2 Cakes Glycerine Soap		50	x
4—	2 Gall Alcohol	75	1.50	
	10 " Turpentine	75	7.50	
	2 lbs. Litharge		25	
	2 " Sugar lead	25	50	
	1 oz Chinese Vermilion		25	
5—	1 Gal. B. Fluid		75	
7—	½ Whale oil	108.21	50	

[Page 41]

Feby. 8 1861

	Amount Brot over		108.21	
	1 Gal Kerosene oil		1.20	x
9½—	1 Bot Ayers' Pectoral		1.00	x
x	1 Cake Soap		10	x
	1 Gal B. Fluid		75	x
11—	7 lbs Yellow ochre	5.	35	x
	2 " Ven Red		16	x
	½ " Chrome Yellow		20	x
12—	Prescription for Galega		40	
14—	1½ Gal B Fluid		1.15	
15—	Cocoaine		50	
	½ lb Ext Licorice		25	
21—	1 Gal. B. Fluid		75	
	1 " B. Fluid		75	
23—	Bot. Prepared Hair-oil		35	
26	Box Hair Pins, Rubber		25	

p.52

—	Puff Comb	1S
—	Rouge "	1S
—	Bot. Woods' H. Restorative	1.00
—	2 Bot. Port Wine	1.20
		118.87

1861 118.87

[Page 5]

Feb. 27.	To	1 Gal. B. Fluid	75
" 28	"	3 Paint Brushes	4.30 ×
	"	6 Sash tools	1.20 ×
	"	Cough Bal & Candy	50 ×
			125 62
Mar. 1	"	5 Mes Shellac 75	3.75
		3 " Litharge	38
		3 " Umber 20	60
		2 Boxes Glass 12×22 425	8.50 ×
2		3 " " 12×22	12.75 ×
		1 Gal B. Fluid	75

[Blank]

[Page 6]

[One Blank Page]

1861

[Page 7]

Mar. 1.	To Mdse	13.23
	1— " "	12.75
	" " "	75
	4— " Hair Brush	1.25
	" Tooth- " & Paste	50
	" Comb	20
	" Mdse per Anderson	40
	" " for Child	25
	" Cleaning & Brush	25
×	" 1/2 Doz Papers Mustard	50
	" Hair gloves	1.00
	" 2 lbs Bk. Umber	50
	" 3 " Paris Green	1.20
	" 3 " Chrome "	90
	" 28 " Whiting	84
	" 1/4 " Indian Red	06
	" 1 Paper Worm Tea	25
8—	" 1 Prescription	65
	" Brandy & Gin &	1.10
		36 78

Brot over × 36,78

[Page 8]

9-	1/2 Gal Kerosene Oil	.60
	1 1/2 " C. Fluid	1.10
	Pills	1.00
10-	Dyes for Ball	50
11-	2 Cakes Glycerine Soap	50
	Box Cigars	3.00

p.55

		Peppermint drops		35
13-	1	Chimney		15
16-	1	Bot. Olive oil		65
	1	" oil Bergamot		10
	2	Gal B. Linid		1.40
	1/2	Mr Licorice		25
18-		Am. Sherry per Anderson		50
16-	1	Qt. Alcohol		20
19	4	Boxes glass	3	12.00
	1	Mrs Whiting		92
	1	Gal Alcohol		70
	11	" Linseed oil		9.90
	1	" Kerosene "		1.20
20-	33	Mrs. Putty	6	2.10
				73.40
				3.73

[Page 9]

1861		Brot up		73.40
Mar. 20	1	Doz 9 x 14		80
- 22	1	Mrs Yellow Ochre	5	70
- 1/4		Mr Chrome Yellow	40	10
" 23-	6	Gal Turpentine	75	4.50
-	3	" Rem Varnish	2.50	7.50
-	2	Varnish brushes	65	1.30
-	1	Sloans Ointment		50
- 25-	3	Mrs White glue	35	1.05
	2	" " Lead dry		22
	1	" Rose Pink		20
	1/2	" Red Licorice		12

p-56

26	5 Lbs W. Lead	"	55
	½ Cinnamon		15
29	2 Gals. Burning Fluid		1.50
30	½ " " "		38
April 1	Calendar Brandy		1.25
	Shade		25
2	Varnish Brush		65
	1 Bot Olive oil		65
			95.69

Brot over 95.69

[Page 10]

Ap. 3	6 Gales Raw oil	90	5.40
	3 " Turpentine	75	2.25
	1 Putty knife		25
	2 Lbs Bf Umber		50
	1 " Raw do		20
4	½ " Elm bark		20
	Lamp wick		15
5	1 Prescription		65
	1 Bot Ammonia		10
6	Pumice Stone qc		40
	1 Gal. Alcohol		75
	Indian red		10
	2 oz Bot Brandy		10
	Package Tarinic		25
	Gall Bronze		50
	Press for Ball		50
	4 Lbs. Litharge	12½	50
	2 Qt. Gin qc Bot		75

p.57

	2 Papers Points		25
	38 lbs Putty - Bladder 5		1.90 x
			111.45

	Brought up		111.45
[Page 11] Ap 12	1 Gal B. Linn		75
	25 lbs. Whiting @ 3		75
	Pick. of Lamp Chimney		20
	54 1/2 Putty in Bladder	5 1/2	2.90
13 -	Chrome Yellow of Van Ru		17
	41 Galls. L.O. oil	90	36.90 x
	100 lbs. Whiting		3.00 x
	55 " Whiting	3	1.65 x
	10 " Litharge	12	1.20 x
	2 Papers Points		25 x
18 -	1 Gall B. Linn		70 x
19 -	2 D. R. Balls		60 x
	2 Brushes		20 x
	2 Galls Varnish		5.00 x
	1 Bot. Rhubarb Wine		75 x
25 -	Medicine for Mrs. Ball		50
26 -	1 1/2 Galls B. Linn	70	1.05
30 -	1 Chimney		15
May 4 -	1 Gall Turpentine		1.40
			169 31
			55

Brot over 169,36

[Page 12]

May 11 1861

1 Gall Whisk × 75
½ Doz Glycerine Soap 1.00
2 Mls. Venetian Red 15
6th – 1 Bot. Catawba Brandy 1.25
7th – " " " 1.25
1 " Rhinbeck Wine 75
8th – 1 " " " Anderson 75
11 – 1 Bot. Olive oil 40
Nat. Sitters 05 ×
Medicine for Man 20
Gall Whisk 75
10 – Gall Alcohol 80
18 – Gall Whisk 75
21 1 D.R. Set 3.25 ×
2 Papers Con Pond 1.60 ×
1 Ladys Purse 1.25 ×
22 Pass for Ball 50
183,21
2 76

Brought up 183.21

[Page 13]

May 23 – ½ lb Licorice 25
Salts of Senna 10
2 oz Canary Seed 05
24 – Sundry Drugs 80
27 – ½ Doz Scotch Ale 1.50
29 – 1 " " " 3,00
1 Box Segars 3.25

p. 59

June 1 —	1 Prescription	.65
"	1 Gall B. Whisk	75
" 7 —	1 Pocketbook & Borax	60
		5

[Pass-Book — without cover]

Clerk

[Page 1]

	Amt brot up	$16.69
Dec. 28	2½ Galls. Whisk 80	2.00
	1 Bot. Sweet oil	10
1860 Jan. 2 —	2 Boxes Pills	50
3 —	1 Bot Ayers Pectoral	1.
	1 " Cocvaine	.50
6	1 Mc Ept Liquorice	40
6	" Patent Dryer 20	1.20
	1 Bot. Cocvaine	50
	3 D. R. Squares	10
10 —	Camphor Soap	25
	3 Lights glass	30
	2½ Galls Whisk	1.88
	1 Box Italian Cup cist	25
	Salts	5
	½ Pt oil-Sweet, & Bot	20
	4 Boxes Pills — Ayers	

1860

[Page 2]

	Amount Brot over	10. 2–
Jan 16	1 Bot. Castor oil	15
	Chamomile Flowers	10
p. 58	Chloroform 1 oz	20
	Rubber Comb	50
	Gum Shellac	10
	Rubber ring	10
Jan 20–	1 Gall. Refd Whale oil	1.20
	1 Oil Cask	2.00
	1 Sheet Bld	75
	1 Bot. Wards Hair Restr	1.00
	1 lb Liquorice	40
	1 Burnet Lamp-wick	10
	2 Galls B. Fluid	1.60
	1/2 " Refd. Whale oil	60
	2 lbs Farina	40
	Magnesia	—

1860

[Page 3]

	Amount Brot up	19. 55
Jan. 26	1 d. R. Pump Syringe	3. 50
	1 Bot Best Port Wine	1. 00
	1 oz Rhie	15
	1 Cake Soap	25
" 28	1/2 Yd. oil Silk	35
Feb. 2	Bot. Ayers Pectoral	1.00
	2 lbs. Farina	25
	2 1/2 Galls. Fluid	1.88

p. 54 60

7th –	1 Bot Seidlitz Powders	25
	1 oz Rhubarb	20
	Salts & Senna	10
9 –	1 Diamond	7.50
11 –	½ Beeswax	20
11 –	Senna & Salts	20
13 –	1 Mr Tanner	15
	Brot over	34.51

[Page 4]

Feb. 13.	To 6 Papers Gruzein's Points 15	90
" 14 –	" 10 Mrs. Whiting 4 ½	40
16	" 2½ Gals Kline 75	1.88
18	½ Mr Cream Tartar	25
	Epsom Salts	10
	Court Plaster	.05
	Senna	05
	Camomile Flowers	10
20 –	1 Diamond	5.60
	1 Paper Lamp-black	.5
	1 Putty-Knife	25
	½ Mr Gum Arabic	20
	1 C. H. Brush	10
22 –	2 Mrs Tanner	25
	1 Putty Knife	25
		46.34
	Brot up	46.34

[Page 5]

Feb. 23	1 Bot. Cocaine	50
	2 Boxes Seidlitz Powd's	50

		1 Bot Mustang Liniment		25
		2 lbs Oat Meal	15	30
B.66	24R-	10 " Whiting	4f	40
		1 Bot Gasoline oil		1.00
		1 lb Tanina		15
		1/2 Gall Refi. Whale oil		60
	25R-	1/2 " Neats-foot oil		75
	28-	51 1/2 lbs Putty	5	2.58
		2 Galls Thinner	75	1.50
		Magnesia		10
		Soap		20
		Soda & Cr. Tartar	25	30
		1 lb Licorice		40
				55.87

		Brot over		55.87
[Page 6]	Mer. 9.	20 lbs. Putty	5	1.00
		10 " Whiting	4	40
		2 " Tops	35	70
	5R.-	Magnesia & Slippery elm		30
	6-	Indel. Ink		50
	9-	Ointment		10
	9-	4 lbs. Patent Dryer	20	80
		8 " Litharge	12	96
		4 " Tanina	12½	50
	10-	Sulphur		20
		Licorice		10
		Box Ointment		15
	12	Sherry Wine & Bot		60

p. 62

	Peruvian Bark		15
	Camomile		20
13th	6 Bbls iron W.		6.00
			68.53

Brought up 68,83

[Page 7]

Mar 13	Olive oil 5 Rhubarb Bark		~~75~~
	Slippery Elm	15	
	Bergamot	15	1.05
	2 Gals Fluid	75	1.50
	1 " N. B. Whale oil		1.20
	~~11~~ " ~~Fluid~~		60
			72.28
" 24th	1 Bbl Olive oil		4.0
	Senna 5 Salts 5		10
	Camphor		10
27th	2½ Gals Alcohol	8	2.00
	2 Bxs Sicilian Powders		50
24	20 lbs. Gum Shellac	55	11.00
	3 Paint Brushes		3.00
	2 Sash Brushes	20	40
	2 Bots Syps Sarsap		2.00
	2½ Gals Alcohol	80	2.00
			21.50

21.50

[Page 8]

Mar. 1872.	20 lbs Red Lead	11½	2.30
	4 " Chrome Yellow		1.50
	4 Bxs Pills		1.00

p. 43

	20 lbs. 4 lbs Umber in oil	30	1.20
	4 " White Lead dry	12½	50
	1 Large Spatula		1,00
	Windsor Soap		40
	1 Bbl. Ayers Sarsaps.		1,00
	21 lbs. 2 Galls Japan Varnish		3,00
	1 lb Litharge		40
	1 " Hops		40
	28 lbs. 1 Qt. Best Brandy		1,00
	1 Breast Pump		1,25
	2 lbs Oat Meal		25
	2 " Farina		25
	1 Box Mrs. Dr. Pills		62½
	½ lb Burgundy Pitch		35
		37.92.	

March			37.92
[Page 9]	28 lbs. 8 Galls Alcohol		6.00
	2½ Linseed		~~75~~
	Corrects		1,88
	Sperm		90
	29 lbs. 10 Galls Turpentine	80	8,00
	2½ " Japan	1.50	3.75
	30 lbs. 8 lbs Shellac	65	5.20
April 5.	8 Galls. Alcohol	75	6,00
	1 Bbl.		1,00
	40 Galls Linseed oil	90	36,00
	2 lbs Shellac	70	1,40
	1 Bot Ayers Sarsap		1,00
	1 Bot Substitute		1,00
	½ " Sperm oil		1.20

p. 624

9th.	1 Bott. Substitute		1.00
	10 Lbs Resin		50
	5 " Ven Red		30

[Page 10]

			112 17
Apr. 11th.	Lamp-Black for oil per Sopers order		5.00
"	10 Lbs Shellac	75	7.50
	25 " Resin	5	1.25
	Con. Powder		2,00
	Sloans Ointment		50
	2½ Galls. Japan	150	3.75
	2½ Galls Alcohol	75	1,88
14th	2 " Think		1.50
	1 Bot Olive oil		75
	1 " do	75	
	1 " Cocaine	50	
	4 Boxes Ayers Pills	1.00	2.25
	12 Lbs Putty	7	84
20th	1 " Cream Tartar		60
	½ " Soda		05
	Oil Bergamot		10
			140 04
			44

[Page 11]

			140.04
	Lamp Wick		.10
	Chloroform		20
Apr 20	10 Lbs Shellac	75	7.50
	8 Galls Alcohol	75	6.00

p. 45

	25 lbs Rosin	5		1.25
21 M.	Tarina			45
May 2.	6 lbs Putty	6		.36
	1 Stain Brush			90
	1 Tooth "			25
	2 Pocket Combs	10		20
HR.	2½ Galls. Linseed	75		1.88
5	25 lbs Putty	7		1.75
	" " Whiting			1.25
	1 Bot. Spanish glue			25
7	10 lbs. Shellac	75		7.50
	1 " Cr. Tartar			60
	3 Galls. Alcohol	75	28 3605	2.25

1860				172.83
[Page 12] May 8	½ lb Tartaric Acid			50
	½ " Elm			20
10	5 " Shellac	75		3.75
	1 Bot. Ayers Sarsap			1.00
	1 Sash tool			15
12	2 lbs Tarina			25
	2 Papers Tarina		✓	~~25~~
	1 Tooth-Brush			25
14	10 lbs Shellac	6½	7.50	~~7.50~~
	10 " Rosin	5	.50	
	4 Galls Alcohol	6½	4.50	12.50
15th	1 lb Hops.		40	40
	½ " Licorice			20
	1 Pt Neats-foot oil			35

p. 66

	1 Stain Brush	1.00
	1 Reading comb	40
	1 Bot Stain oil	25
		194.28

1860 194.28

[Page 13]

~~May 8~~	~~1/2 lb Tartaric Acid~~	~~50~~
May 23	1 Bot Cocaine	50
	1/4 oz Tartaric Acid	25
23	1 " Chloroform	20
24	8 Gals Alcohol	6.00
	1 Bot Liniment	25
	10 lbs Shell-bar	7.50
	25 " Rosin	1.25
	1 lb Elm Bark	40
25	1 Gall Whale oil	1.00
	1/4 oz Tartaric acid	25
	2 lbs Bird seed	25
	1/2 Gall Whale oil	60
	1 lb Tarsina	15
	1 Bot Castor oil	10
30	1 Box 14x22 - glass	4.50
	2 lbs Tarsina	25
		217.73

[Page 14]

			217 73
	2 1/2 Gals Rum	75	1.88
	1 Box Pills		25
	1 lb Elm bark		40
June 23.	1 Breast Pump		1.50

p. 67

	5 lbs Gum Shellac	3.75
20.–	1 " Kaina	15
	½ Box Salts	25
	Sacch[o] Acid [50] Epk Lemon [25]	85
	2 Boxes 16×22 – 4.50	9.00
5–	1 lbs Soda	.10
	1 " Cream Tartar	60
	5 " Kanina	65
9–	2 " "	25
	½ " Elm Bark	20
11–	1 " Calomel	1.50
	1 Bot Olive oil	75
	1 Box Ointment	20
	2.10 ½ 85	

2.10.0½

[Page 15]

	½ lbs Tartaric Acid	50
16½–	10 " Burnt Umber in oil 20	3.00
	1 Gall Fluid	75
	Olive oil & oil Bergamot	60
18–	20½ lbs Putty @	1.23
19–	3 Galls Alcohol 75	2.25
	100 lbs Putty	5.50
22–	½ " Kanina	50
	2 " Tartaric acid 100	2.00
	1 Bot Epk. Lemon	25
	Corks	05
	1 lbs Sulphur	15
	1 Box Ayer's Pills	1.00
23–	2 Bot. Lemon	50

p.68

	½ M. Linseed		20
	¼ Elm		10
	½ Gall B. Klein	259.02 53	40

259.02

[Page 16]

June 25	10 lbs Asphaltum "		1.00
26	1 Bot Lubins Mix		75
	1 " Esp. Peppermint		10
27	2 Paint Brushes 1.15		2.30
	1 Small "		10
28	2 lbs Soda		20
July 1	2 " Tanina		25
2	10 Galls Turpentine 75.		7.50
	2 Brushes		30
	5 lbs Shellac 75		3.75
	1 Bot Cocaine		.50
	1 oz Chloroform		15
5	1½ Galls. B. Klein		1.15
	1 lb Tanina		13
	½ " Camphor		40
	½ " Ammonia		13
	1 Bottle	277-78 3	05

1860

277.78

[Page 17]

July 9	2½ Galls. Japan	1.50	3.75
July 10	2 Paint Brushes	1.60	3.20
	3 " " 8 ½	0.K. 1.60	4.80
	3 " " 8 ½	extra 1.40	4.20
	6 Sash Sash Tools	15	90

p. 68

	3 Varnish Brushes	65	1.95
	10 lbs Gum Shellac	70	7.50
	1 Set Graining combs		1.75
	½ Gallon Alcohol	75	3.00
	Bbl 100 ½ Linseed oil	90	40.60
	" 2 lbs Ivorine		.25
11th	1 Box Ayers' Pills		.25
16th	1 " Holloways Pills		25
	Bbl 150 ½ Gallon Turpentine	70	~~32.60~~ 30.75
17th	1 lbs Tartaric Acid		90
18th	2 " Beeswax	35	70
			382.53

[Page 18]

382.53

July 18th	½ Gall Turnit. Var	2.50	.62
	½ " Coach "	3.50	88
	1 " Think		75
	½ lb Lamp black		20
	½ " Elbm		20
	5 Boxes Pills, Ayers		1.00
20th	Bot Thompsons Eye Wash		25
	Magnesia & Sulph. acid		10
21	2 Bot. Think oil		60
	Oil Bergamot		20
	½ lb White wax		46
	1 Flesh Brush		50
	1 Ayers Sarsap		1.00
23	Brandy & Castor oil		1.00
	Shoulder Braces		1.50
	Brush		70
	Cocaine		50
			393.03

	1860			$ 93 03
[Page 19]	July 25. To 1 Keg 1-10 Gallon Fr. Varnish,		2.50	26.00
	1 " 1, 20 " Oil		90	19.00
p. 6470	1 Qt Bl'y juice			1.
	1 Bot Ginger Wine			.50
	1 M Sash			10
	1 Bot Dyes Consist			25
	26- Hubbard's Plaster			25
	Lint			20
	27th- 5 1/2 lbs Paris Green		40	2.10
	1 Gal'd 75 Com 50			1.25
	28- 4 Papers Tannin			50
	30- 1 Varn. Brush			75
	6 Sash tools	15		90
	Aug. 1st 1 Bot Strawberry			25
	5 lbs Paris Green		40	2.00
	2d.- Varnish Brush			75
	1 Gal'd milk			10
			448,93	

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				448 93
[Page 20]	Aug 6. 35 Gallons L.S. oil		90	31.50
	30 lbs Putty-bulk		5	1.50
	6 " Raw Sienna		35	2.10
	1/2 Elm Bark			10
	1 Bot Olive oil			70
	8th- ~~50~~ 30 lbs. Putty-bulk		5	1.50
	1/2 lb Tartaric acid			50
	1 Bot Lemon			.25
	3 1/2 Gallons Gal'd Milk		75	2.63

p-71

	1 Set Graining combs		2.00
	1 Box 9 x 16		3.25
	20 Lbs Putty	5.	1.00
11th-	100 " Ochre		5.00
	2 Sash Brushes		20
	15 Lbs Whiting	3	45
	2 " Regt. Lamp black	x.35	70
			502,31
			3 6

1860 / 502 31

[Page 21]

Aug. 11-	10 Lbs Raw Sienna	20-	2.00
	6 " Yellow Ochre	35	2,10
	20 Galls Boiled oil	90	18.00
13	~~11th~~ " ~~Boiled oil~~		
	48 " Linseed oil		43.20
14th-	2 oz Calcined Bronze		20
15-	10 Galls Furniture Varnish	2.50	25.00
	3 Lbs Rosin		38
17-	20 " Putty	5	1.00
	Muriatic acid		10
	1 Box Sloans Ointment		25
18th-	5 Boxes Ayer's Pills		1.
	1 Brush Comb		,25
20-	1 oz Chloroform		,20
	5 Sheets Fly-paper		20
			596.24

[Page 22]

	C. E. Stover per Bill	Dr	596 24
21-	6 Brushes Lampwick		50
22	1/2 Lb Tartaric acid		50
23-	1/2 " Tartaric acid		50

p. 72

	1 Mr Carb Soda		10
	1 " Tops		30
	1/2 Yd. vial Silk		30
28th.	2 Galls B. Rhine		1.50
	2 Bots Ginger Wine		1.00
	1 Qt Blackberry		1.00
	1 Bot Olive oil		75
	1 " Cocaine		50
	3 Sash-tools No 6	20	60
	3 " " " 4	15	45
27	44 Galls Linseed oil	90	39.60
	2 " Alcohol	80	1.60
	1 " Refd. Whale oil		1.00
	1/2 Mr Licorice		25
			64.69

[Page 23]

			64.69
28th.	Rose Pink		10
	Umber		13
29th	1 Scrub. Brush		25
31st.	1 Varnish Brush		1.50
	1 Bot. Ayer's Sars		1.00
	1 " Cherry Peck		1.
	2 Dusters	50	1.00
	1 Box 10×12 glass		8.50
Sept. 1st	Seeds to Conject		1.00
9.	3 Mrs Tartaric acid		1.00
	Bot. Ext Lemon		25
5th.	5 Mrs Paris Green	40	2.00
	1 Bot Ayer's Pectoral		1.00

p. 73

	1 Bot Indian Ink	25
7th	3 Galls B. Klinl	2.25
	1 Bot. Catawba Brandy	1.25
	½ Mr Mustard	25
		664 47

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664. 47

Sept 11th	½ Gall B. Klinl		.40
Page 24 12–	1 Mr Klinseed		15
13–	5 " Kainit	15	~~50~~ 75
	1 Bot Ayers Pectoral		1.00
	1 " Spalding glue		25
17th	1 Paint Brush ½ O.K.		1.10
	2# Varnish dr ½ 75		1 50
	3 Sash Tools	20	.60
	3 " " 4 =	15	45
18th	½ Mr Acid		50
	1 " Soda		10
	1 Cake Soap		25
	1 Comb		20
	1 Bot Ext Lemon		25
20th	25 Ms Mineral Paint		1.25
	25 " Whiting		1.00
19th–	1 " Emery Wheel		25
			675 07

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1 Bbl Linseed oil	28.30
6 Galls Turpentine	4 50
3 Panes Glass 10×20– 15	54
3 " " 11×21– 20	60
1 " " 9×14	8

[Except attached to foregoing acct. Clerk

p. 74

	5 lbs Putty	35
	1 Bot Sweet oil	20
Nov. 28th	4 Boxes Ayers Pills	1.00
	4 " Hallways "	1.00
Dec 6	1 Gall Kerosene	.90
	Lamp wicks	10
Dec 14th	1 Gal B. Kerosene	80

[Illegible Penciling etc.]

	Amt Brot over	40.44
Dec 17	To 2½ Galls Kerosene	2.00
	Sweet oil & Bot	.45
	1 Pane 11 x 21	20
	Bot Castor oil	15
	Bot Ammonia	10
	1½ oz Gum Camphor	10
21	1 lbs Salt Petre	25
	1 " Soda	10
	Magnesia	25
	1 Bot Castor oil	15
23	½ lb Mr Canary Seed	10
24	1 Box Smartin	40
	1 Cake Camphor Soap	25
	1 Bot Ayers Pectoral	1.00

[Second page of Attachment]

675 07

Sept. 20	Bot. olive oil		40
[Page 25]	Med. for Dysentery		25
21–25	Mr Fr. Clerke		1.25
p. 75	1 " Red Rd		30
	1 " New Rd		08
	Turpentine		10
	½ Pt Demar Var		25
	¼ Mr Orange Yellow		10
	Licorice		10
	Boiled oil		20
22–	2 Galls B. Fluid		1.50
	1 Box Ayers Pills		25
24–	3 Mr Tanina	15	45
	1 Box Holloways Pills		25
25–	3 Mr Tanina	15	45
28–	20 Galls Linseed oil	90	18.00
	Barrel		1.00
			70 0.00

Sept.			7 00.00
[Page 26] 27	Bot Cocoaine		50
28	¼ oz Podophyllin		30
	Quinine		05
	Spts. Nitre		10
29R–	Bot. Catawba Brandy		1.25
	½ Mr Licorice		20
Oct. 2–	2½ Galls B. Fluid		1.87
5–	5 Boxes Pills - Ayers		1.00
	5 Mr White Resin	10	50
	5 " Shellac	75	3.75

p.76

6th–	½ Mr Tartaric acid		.50
	1 Bot Esp Lemon		25
8–	5 Mrs Paris Green	40	2.00
9–	2 Galls Alcohol		1.50
	1 Mr Chrome Yellow		40
11–	10 Galls Turpentine		7.50
			121 67

121.67

[Page 27]

Oct 13–	1 Bot Magnesia		50
	1 Cake Soap		25
	2½ Galls B. Linseed		1.88
16–	Cold Cream		25
18–	2 Doses glass 18 × 21		60
19–	46 Galls. L.S. oil 90		41.40
	1 Box 10 × 16 glass		3.50
	1 Gal Japan		1.50
	1 Bot Ayer's Sarsap.		1.00
23–	1 " Cocaine		50
	½ Mr Gum Arabic		13
	2 Bots Porter	25	50
	2 Galls. B. Linseed		1.50
	2 Papers Mustard		20
24–	3 Mrs Chrome Green	30	90
	3 " Burnt Umber	25	75
	2 " Raw "	"	50

737.53

[Page 28] Oct 24– ½ M Rose Pink .15

— 2 # Putty-Knifes 25 .50

p. 7 27– Bodger of Blenden 1.50

Spatula .30

2 Bot. Porter .50

1 Box 12×20 4.00

30– Po. Charcoal– Gin of Bot .65

31– 1 Gall B. Linn .75

— Olive oil .40

1 Bt Camphor .20

Nov– 25 lbs Yellow ochre 5. 1.25

½ " Mur. Acid .10

1 " Red Lead .12

33– 1 Gall B. Linn .75

½ M Tartaric acid .50

Oct– 2½ Gals Linn 75 1.88

751.04

1860 751.04

[Page 29] Nov. 8– 10 lbs Asphaltum 1.00

2 Round Combs .30

9– 10 Gals Turpentine 75 7.50

½ M Licorice 50 .25

2 Boxes Holloways Pills .50

760.54

12– 1 lbs Hops .40

3 " Tarsina .45

1 Roll Strapping Plaster 1.00

15– 1 Gall B. Linn .75

1 Varnish Brush .70

	2 Sash-cords		50
p. 78	Nov. 2 Gals Alcohol		1.50
	15 1 Bot Ext Lemon	x	.25
	1 Pt. Satisfy Gin Bot		.50
	Soda		05
	1 Mr Tartaric acid		50
	1860		761.14
[Page 30]	Nov. 16 Gall B. Klein		75
	3 Papers Mustard		25
	1 Bath Glycerine Soap		25
	21 1 Gall B. Klein		75
	22 1 1/2 " B. Klein		1.13
	1 Bot Cocoaine		50
	Borax		.5
	27 1 Gall B. Klein		75
	1 Bot Cocoaine		50
	28 1 Mr Tart. Acid		1.00
	1 " Soda		10
	1 Bot. Ext Lemon		25
	1 oz Chloroform		20
	29th 1 Bot Catawba Brandy		1.25
	Laudanum		10
	Alcohol		05
	Cicuta	782	775.02

1860 775.02

[Page 31] Nov. 30 Bot Cocaine .50

Small Bot Olive oil .40

p. 78

Dec 1. 1 Gall B. Fluid .75

1— 1 Bot. Olive oil — large .65

Oil Bergamot .10

Dec. 6— 4 Boxes Glass 12×16 1.60

6— 2 Gals Fluid 75 1.50

3 Packs Mustard .25

1 Bot Arnadine .40

6— Medicine for girl .50

1 Bot. Kennedy's Med. Discovery 1.00

7— 1/4 Elm Cubis .10

Glycerine Soap .25

8½— 1/2 Gall Fluid .98

8— Medicine for girl .50

10 Cocaine & Laudanum .60

Syr. Squills & oil almonds .15

787.05

78705

[Page 32] Dec. 11— 1 Gall B. Fluid .75

44 " Boiled oil 1.00 44.00

Black 1.00

15— 2 Round Combs 15 .30

1 Tooth Brush .25

1 Bunch Tooth-picks .05

1 M. Stops .50

1 Gall B. Fluid .75

3 paper Mustard 15 .45

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18—	5 Boxes Ayers Pills		1.00
	1 Gall B. Thins		75
	1 Bot Olive oil — large		75
22—	4 Gall. L.S. oil	90	4.40
	10 " Turpentine	75	7.50
	1 " B. Thins		75
	1 Bot Cocaine		50
			100 50 6

[Page 33]

Dec 22.—	2 Round Combs		.30
	Gum Guiac		10
	Oris root & Gum Camphor		10
23—	1 Bot. Catawba Brandy		1.25
	1 Pt Hollands Gin		40
	½ lb Pond Charcoal		15
28—	1 Gall B. Thins		75
29—	1 Bot. Olive oil		40
	Oil Bergamot & Rose		20
31	1 Gall B. Thins		75
	1 Bot Porter		75
	2 Paint Brushes		2.00
	6. Sash Tools		1.20

1861

Jan 20.	Difference in Brushes		1.40
	3 Bots Porter	25	75
	1 Gall B. Thins		75
See new Bot	3 Bots Porter		75

1 00
1 75

by

[Page 34]

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	Brot Forward	991.97
July 2	10 lbs Bar Dryer	1.50
Aug 11.	Dys. Cor. Brandy fc	63
Mch 31	Brandy & Sponge	1.35
		995.45

787.05
103.34
46.67
72.28
1019 34
125 62
1144 96
40

1179-52
1127-07
58-45 To bx.

The witness further testifies that Storey and Seaver settled on those Pass-books, from time to time: that just before the Board of Education met, Storey & Seaver would get together and find out how much was due for goods, and Seaver would give his order on the Board of Education for the amounts. Much of this goods were delivered — because, I received them. Some of them went to the families, and I had nothing to do with them.

The witness testified that Seaver had

p. 82

made an arrangement to get some glass in Chicago, but it did not come. All parties were anxious to have the glass put in. Hovey had a great deal to do in the Superviving the construction of the building, and he told Scoggin he thought he could get some strings to pulling that would bring the glass. Hovey went to town several times to see about the glass, and said he had tried to borrow some money to buy the glass, but could not borrow it. One day he started off from the building and said he would go to Thompson's and see about the glass. After waiting some time for the glass to come, Hovey went to town to see about it, and came back and said that he had seen Thompson, who told him the glass ought to be there, as the invoices for it had come, and he, Thompson, expected it would be along in a few days. Some days after that the glass arrived at the Rail road junction near the building. We carried up some of the boxes ourselves, and the others were hauled up in a wagon. The Boxes were all marked "R. J. & Co. Bloomington, Ills." The glass was put into the Museum in the Normal University We made an estimate as to the value and

b. 83

cost of the glass; and the trade price made it worth about $500,00, the freight included. Plaintiffs were entitled to a commission of 2½ per cent for buying and handling it. Subsequently, Storey told me that he might have to pay for the glass. The small order which Soaper had given to Storey was given back — he, Storey, saying that he did not wish his name to appear in the transaction; and a large order given for eleven or twelve hundred Dollars at Storey's Suggestion, and the Board of Education paid it. R. Thompson & Co were entitled to a commission for purchasing, of 2½ per cent, I don't know when R. Thompson & Co got the order.

On being cross-examined, the witness testified — That the glass was ordered in March, 1861. He knew the goods noted in the Day-books were sent to the Normal University Building, because "it was his duty to take them when they arrived, and enter them on Soapers Books." The Day-books do not show any settlement — there are no entries of Credits on them and they are not balanced up at all.

Neither Soaper's nor Storey's name is on the first book, or in it, as I know of. On the inside of the cover of the

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second Book is "C. E. Storey per T. H. Soaper. What I mean by the Settlement on the Day-books is that they ascertains from the books how much was due, and Soaper gave his order to Storey on the Board of Education for the amount. I have no prejudice against Storey; but the University building is built on lies. I worked three years for $75. and a coat. I tried to keep the men from hanging the glass - I did all I could to prevent it; but Storey got round them and persuaded them to hang it. It never; it never would have been hung if the men had heeded my suggestion. If I had known as much as I do now, it never should have been hung. I would have taken it and carried it away myself. When Storey told me he might have to pay for it - the glass - I told him I hoped he would, for the University had the glass. About the time of the commencement of these transactions, Plaintiffs told Storey that they would not credit the corporation or the Building-committee, but would credit him. This was about the time that goods began to be delivered to Soaper

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Robert Parke – testifies: – That he was freight-agent at the Western Depot. He was shown the freight-bills for glass consigned to Plaintiffs – they were pinned together, one over the other. Upon the first the name of C. E. Hovey was written over and upon the name "R. Thompson & Co." in the hand-writing of witness' clerk. He did not know why it was written there. He thought Plaintiffs paid the freight, amounting to $79.$\frac{22}{100}$, but was not certain. Hovey generally paid freight on everything that came for the Normal University.

Mr. Kittle testifies – that he was in the employ of the Rail-road company; that he took the glass mentioned in one of the freight-bills, down on the rail-road track, near the University Building, and unloaded it. That Cooper took the other quantity away in a wagon: that one quantity was delivered about April 18th – other about April 11th. 1861. Boxes marked "R. Thompson & Co" He checked off the Boxes and found them marked as stated on the freight-bills. [here following]

---

(34) C. E. Hovey
Cash in all cases on delivery of goods.
Chicago, Apl. 11, 1861

Mr. R. Thompson & Co.

To James Robb & Chas. Congdon Dr.

To freights from Chicago –

Date—
Bill—
Can—
P. ~~55~~ 56

On 46 Boxes W. Glass.

1 Case	"	3490	25	8	72
~~$160.31~~					
Money $79.02				1	60
Cash 75 — Back Charges				47	21
Recieved Payment for the Company				7.	68
No 68 — R. Parke				64.	61

Cash in all cases on delivery of Goods.

R. Thompson & Co
To James Robb & Charles Langdon

Chicago Apr. 8. 1860

Dr.

Date
Bill
Can

For Freight from Chicago					
on 12 Boxes Glass.		790	25	1	97
Back Charges				12	44
Recieved Payment for The Company				14.	41
No 51 R. Parke					

Mr. Young — testified that in 1860 & 1861 he he was clerk for the Plaintiffs. Money had an individual account there, and an account against himself for Sawyer. Money said, let Sawyer have goods, and he would be responsable for them — to keep a minute of it on Sawyer's Day-books. I once took a bill to Money for such goods; he asked for time, and said the Board of Education would meet soon — he would get the money for the goods. He went round and saw Plaintiffs and told them the same.

they wanted title after the Board met, and he paid the bill.

Being cross-examined, Witness was asked whether he remembered the delivery of any particular articles of goods to Soapers which were charged on the Day-books: he said he remembered a barrel of oil and a quantity of Turpentine. He could not say when they were delivered, because Soapers got more than one barrel of oil and more than one quantity of Turpentine. He had an impression that Storey ordered other goods delivered to Soapers, but had no definite memory about it. He had no knowledge that all the goods on the Day-books were delivered. He left the Plaintiff's employment February 1st. 1861, and knew nothing of these transactions after that time.

Mr. Mannen testified that he was a Druggist, and R. Thompson & Co were druggists: that it was with Ten per cent. Commission to purchase and deliver glass; that in such cases they always guaranteed that the packages when delivered were in good order.

Here the Plaintiff rested this case

The Defendant then introduced David Gillespie, and after proving the execution, read

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in evidence the order drawn by J. H. Soapes on the Board of Education in favor of Plaintiffs, as follows:

$ 1121-07 Bloomington March 18th 1861

State Board of Education Pay Messrs Thompson & Co. or order the sum of Eleven Hundred twenty-one Dollars 07 and Charge to Acct of Yours &c

J. H. Soapes

[Endorsed] "R. Thompson & Co."

Gillespie testified that this was the order given by Soapes when Storey gave up all the smaller orders, and requested that one to be made in Plaintiff's name.

Defendant then read the Deposition of George P. Rex in words and figures as follows, viz:

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State of Illinois } The People of
McLean County } ss the State of Illinois,

To any commissioned officer engaged in the military or Naval service of this State or of the United States, Know Ye, that trusting to your fidelity and circumspection, we do hereby authorize and require you to cause to come before you, at such time and place as you may determine, George P Rex, witness on the part of the Defendant, in a certain matter of controversy now depending in our Circuit Court of McLean County, in which Robert Thompson, John M. Major & Charles Jones, of the firm of R Thompson & Co. are Plaintiffs and Charles E Hovey is defendant, and then and there diligently examine the said witness upon his corporal oath, touching the said controversy upon all ~~and~~ singular the interrogatories hereto attached; as well on the part of the Plaintiffs as the defendant, that you reduce to writing each of the said interrogatories in the order in which they are propounded, together with the answers of said witness, and certify the same to our said

Court, under your hand and seal, attesting also this writ.

Witness, Liman Burr, Clerk of our said Circuit Court at Bloomington, in said County, this 15th day of October A.D. 1863, the seal of said Court being hereto affixed.

Liman Burr. Clerk

State of Illinois } ss.
McLean County }

Charles E. Hovey, being duly sworn, on oath states that George P. Rex is engaged in the Military service of the United States and is out of the State of Illinois; that said George P Rex is a material witness for the defendant in a cause now pending and undetermined in the McLean County Circuit Court, wherein R. Thompson & Co. are plaintiffs and this affiant is defendant.

C. E. Hovey.

Sworn & Subscribed before me this 3d day of October A.D. 1863.

Enos J. Ives.

Notary Public

To Robert Thompson, John Major or Charles Jones,

Gentlemen,

Take notice that on the 15th day
of October A.D. 1863, I will appear
before the Clerk of the McLean County
Circuit Court, State of Illinois and sue
out a dedimus potestatum or commission
directed "to any commissioned officer
engaged in the Military or Naval service
of this State or of the United States" to
take the deposition of George P. Rex
who is a material witness for the
defendant, to be read in evidence in
a cause now pending and undetermined
in the McLean County Circuit Court.
Wherein Robert Thompson, John Major
and Charles Jones, (parties doing
business under the firm name and
style of R Thompson & Co.) are plaintiffs
and Charles E. Hovey is defendant.
Said Rex being in the Military service
of the United States and not being in
the State of Illinois.

Interrogatory 1st. What is your name and
age, and in what service are you now
engaged?

Int 2d. Do you know the parties to the suit
stated in the foregoing notice, and do
you know the Normal University Building
of the State of Illinois? Do you know
Thomas H. Soaper?

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Int. 3rd What if anything did said Soaper have to do in the construction of said University Building?

Int. 4th State what you know, if anything about the defendant Hovey having at any time ordered or requested said R. Thompson & Co. to sell or deliver goods of any kind to said Thomas H. Soaper on the credit of said Hovey or on the credit of any persons or corporation, and on whose?

Int 5th State if you know whether or not the defendant Hovey ever notified the plaintiffs or either of them to make out their bill against said Soaper and get his, Soapers, order on any person, persons or corporation for the amount, and on whom?

Int 6th State fully what was said when said Hovey requested the plaintiffs to make out their bill against Soaper, if you know of any such request being made,

Int 7th What, if anything, was said between the parties, plaintiffs and defendant, at the time said Hovey requested Plaintiffs to make out their bill against said Soaper, if he ever did make such a request, about Plaintiffs allowing said Soaper to have any more goods on

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the credit of the Board of Education of the State of Illinois or on the credit of any person or persons?

Dft 9th About when was said conversation, if there was such, and in what capacity was defendant then acting and in what capacity were you acting?

Dft 9th If Plaintiffs or either of them ever inquired of the defendant or yourself whether or not it would be safe to sell said Soaper Glass or other goods on his own credit. State fully the conversation and when it was.

Dft 10th State fully any conversation between plaintiffs or either of them and said Dewey, if you heard any such conversation, about the safety of the plaintiffs or the prospect of them getting their pay should they sell goods to said Thomas H Soaper!

Dft 11th State whether this last conversation, if there was such a conversation, was before, after or at the time of the prior conversation, and about when was this last conversation?

Dft 12th State any thing else you may know favorable to the defendants cause as fully as if particularly interrogated thereto.

D. W. Hatch
Defts Atty.

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State of Illinois }
McLean County } ss

W. M. Habch being duly sworn on oath states that on the 5th day of October A.D. 1863. he delivered a true copy of the above notice and interrogatories to Robert Thompson one of the plaintiffs in the notice mentioned

W. M. Habch.

Subscribed and sworn to before me this 5th day of October 1863.

Luman Burr, Clerk.
per Chas C Schneider Dep.

Robert Thompson, John Major and Charles Jones Porter doing business under the firm name and style of R Thompson & Co.
vs.
Charles E. Hovey.

In the Circuit Court of McLean County, Illinois

Cross interrogatories in the matter of the deposition of George P Rea.

1st Cross Interrogatory = If in answer to the 4th interrogatory you shall say that you know anything about the defendant Hovey having at any time ordered or requested said R Thompson & Co to sell or deliver goods of any kind to

said Thomas H Soaper on the credit of said Dovey or on the credit of any person or persons or corporation then state exactly what you know, at the precise date you first knew it, and how you know it? If you know it from Dovey, state his exact words or as near as you can and tell who was then present and which of the members of R Thompson & Co. if either were present? Was not the goods to be sold and charged to Dovey? and was not said goods charged by plaintiff to said Dovey?

2d Cross Interrogatory - If in your reply to direct interrogatorys 5 and 6 you shall say that you know that the defendant Dovey notified the plaintiffs or either of them to make out their bill against any person and get their order on any person, persons or corporation, you will then state what bill it was that Dovey wanted the plaintiffs to make out and use said Doveys words as near as you can? State exactly all Dovey said about it? where it took place and which one of the plaintiffs were present? State if you know

to whom the articles, the bill of which Hovey wanted made out were sold and to whom charged on plaintiffs books and how you know it. Were not said goods sold to Hovey and charged to Hovey?

3d Cross Interrogatory = State the exact day that said Hovey notified plaintiffs to make out said bill? If you should say it was the 4th day of March 1861 then state at to what time he wanted said bill made out, and if you should say he directed it to be made out up to the 1st day of March 1861, then state why Hovey only ordered them to make out their bill till said 1st day of March and not up till the 4th day of March the day he notified them? And why was not that part of the plaintiffs claim between the 1st and 4th days of March 1861 to be included in said bill? State if it is not true that only a part of the plaintiffs bill against Hovey was paid and that there was a balance remaining unpaid at the time of said payment

4th Cross Interrogatory = Do you reply to

b. ~~75~~ 97

8th direct interrogatory If you shall say you know of any thing being said at the time said Hovey requested plaintiffs to make out said bill about not allowing said Draper to have any more goods on the credit of the Board of Education of the State of Illinois, or on the credit of any other person then you will state exactly what Hovey said? and which one of the plaintiffs if either were present. Was any other person present, and if so who were they? Where did this conversation take place and what was the occasion that led to the same?

9th Cross interrogatory = If you say you know any thing about any conversation referred to in the 7th 8th and 11th direct interrogatories, then relate them fully, State who were present at such conversation. What one of the plaintiffs were present? Give the exact language used by the plaintiffs in any conversation you may relate and which of said plaintiffs used such language? State where it was and when it was? Was it not Hovey representi-

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bility and not Soapers that the plaintiffs were inquiring about? Do you know of plaintiffs selling Soaper any goods and charging them to said Soaper, and if so when and how much?

6th Cross Interrogatory = Do you know that the plaintiffs made out any bill against Soaper in consequence of Hovey's order. State what said bill contained. Describe any bill of goods made out pursuant to such notice. Was not said bill against Hovey? Were not the goods in said bill charged to Hovey on the plaintiffs books? Were not said goods sold to Hovey and on his credit only? Had Soaper so far as plaintiffs were concerned any thing to do in the matter and if so what?

Where is said bill now, or when you last knew any thing about it? Was it paid and by whom? Did you ever hear Hovey say it was correct?

Cross Interrogatory 7th = What if any thing do you know about Hovey purchasing any goods, drugs, merchandize, liquors &c of said plaintiffs

Cross Interrogatory 6th Was not this whole
p. 99 transaction between the plaintiffs and
Hovey, and had Cooper anything to
do with it except perhaps to receive the
goods or select them? And were not
said goods sold to Hovey and charged
to him?

E. M. Prince & Bishop & Reed
Attys for Plaintiff.

The deposition of George P. Rex a witness
of lawful age produced, sworn and
examined upon his corporal oath before
John Whybark a Captain of the 2d Reg.
Wisconsin Cavalry, a Commissioned
officer engaged in the military service
of the United States on the Sixteenth day
of December A.D. 1863 at Solonia, Calhoun
County Texas in pursuance of the annexed
ordinance Stipulation or commission issued
out of the Clerks office of the McLean
County Circuit Court bested in the name
of Lyman Burr Esq. Clerk of said
Circuit Court with the seal of said
Circuit Court affixed thereto and di-
rected to any Commissioned officer
engaged in the Military or Naval
service of the United States for the
examination of said George P. Rex

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a witness in a certain suit and matter in controversy now pending and undetermined in said Circuit Court wherein Robert Thompson, John M. Major and Charles Jones, of the firm of R Thompson & Co. are plaintiffs and Charles E Story is defendant as well upon the cross interrogatories of the Plaintiffs as the direct interrogatories of the Defendant which were attached to or ~~included~~ inclosed with said commission & none others; Said George P Rex having been by me first duly sworn to testify the truth the whole truth and nothing but the truth so far as he should be interrogated testified as follows.

Interrogatory first; What is your name and age and in what service are you engaged

Answer to the first interrogatory, George P. Rex. am fifty years of age and am now Surgeon of the Thirty-Third Illinois Infantry Volunteers in the military service of the United States.

Interrogatory Second. Do you know the parties ~~to~~ the suit stated in the

foregoing notice? and do you know the Normal University Building of the State of Illinois? Do you know Thomas H Soaper?

Answer to the second interrogatory, I know the firm of R Thompson and Company doing business at Bloomington Illinois, but not all of the individuals of the same. I know the defendant Charles E Hovey, and the Normal University Building of the State of Illinois. I know Thomas H Soaper.

Interrogatory Third. What if anything did said Soaper have to do in the construction of said University Building?

Answer to the third interrogatory, said Soaper was the Contractor for doing the Carpenter work of said building.

Interrogatory fourth. State what you know if anything about the defendant Hovey having at any time ordered or requested said R Thompson & Co. to sell or deliver goods of any kind to said Thomas H Soaper on the credit of said Hovey or on the credit of

any persons or corporation and on whose?

Answer to fourth interrogatory, I never heard the defendant Hovey order or request said Thompson & Co. to sell or deliver goods of any kind to said Soaper on the defendant Hoveys credit or otherwise.

Interrogatory fifth, State if you know whether or not the defendant Hovey ever notified the plaintiffs or either of them to make out their bill against said Soaper, and get his, Soapers, order on any person, persons or corporation for the amount and on whom?

Answer to fifth interrogatory, I can not state positively whether or not defendant Hovey ever notified the plaintiffs or either of them to make out their bill against said Soaper and get his order on any person, persons or corporation. I directed the defendant Hovey to notify all parties having claims against Thomas H Soaper to settle with said Soaper and get an order on the Board of

Education of the State of Illinois, and I would pay the order. This was about the middle of February 1861. Sometime afterwards R Thompson & Company brought me an order from Thomas H Soaper on the Board of Education dated March 1st 1861, for Eleven hundred and twenty one dollars and seven cents which I paid.

Interrogatory Sixth. State fully what was said when said Avery requested the Plaintiffs to make out their bill against Soaper. If you know of any such request being made!

Answer to the Sixth Interrogatory, I know nothing of such request being made except as before stated.

Interrogatory Seventh. What if anything was said between the parties, Plaintiffs and defendants, at the time said Avery requested Plaintiffs to make out their bill against said Soaper, if he ever did make such a request, about Plaintiffs allowing said Soaper to have any more goods on the credit of the Board of Education

of the State of Illinois or on the credit of any person or persons?

Answer to Seventh interrogatory, I cannot state anything concerning such a request other than as before mentioned.

Interrogatory Eighth. About when was said conversation if there was such and in what capacity was defendant then acting, and in what capacity were you acting?

Answer to the Eighth interrogatory I know nothing of such a conversation.

Interrogatory Ninth. If Plaintiffs or either of them ever inquired of the defendant or yourself whether or not it would be safe to sell said Soaper Glass or other goods on his own credit, State fully the conversation and when it was?

Answer to the Ninth interrogatory, About the latter part of April 1861, as near as I can state I was walking with the defendant Avery on the street in Bloomington Illinois near the store of R Thompson & Co. when

we met Mr R. Thompson of said firm who said to defendant Hovey that said Thomas H Soaper wanted a large bill of glass, and inquired of the defendant Hovey if he, Hovey thought it would be safe to credit said Soaper. Defendant Hovey replied that he Thompson knew as much of Soapers responsibility as he, Hovey did, and must judge for himself whether or not it would do to trust him. Defendant Hovey then added, if it was my case I should not be afraid to trust him. Hovey then said to said Thompson that the building committee or board of Education would not be responsible any further on said Soapers account.

Interrogatory 2nd. State fully any conversation between plaintiffs or either of them and said Hovey if you heard any such conversation about the safety of the plaintiffs or the prospects of their getting their pay, should they sell goods to said Thomas H Soaper:

Answer to the 2nd interrogatory I have stated in answer to the 1st interrogatory all I heard of such conversation or of any

living upon the subject of such conversation.

Interrogatory Eleventh, State whether this conversation, if there was such a conversation was before, after or at the time of the first conversation and about when was this last conversation.

Answer to the eleventh interrogatory, This last conversation in reference to Soapes responsibility was about the latter part of April 1861.

Interrogatory twelfth; State anything else you may know favorable to the defendants cause as fully as if particularly interrogated thereto

Answer to the twelfth interrogatory. I acted as agent of the Board of Education of the State of Illinois when the transactions testified to by me occured I directed defendant Hovey to notify all parties who held claims against said Soaper that they must settle with Soaper and get Soapers order and not to trust him afterwards except upon his own responsibility. Hovey told me he had given such notice to R

Thompson & Co. on or about the 1st day of March, 1861. After I had directed the defendant to give such notice I said Charles Jones, a member of said firm of R. Thompson & Co. the sum of Eleven hundred twenty one dollars and seven cents on said Cooper's order dated March 1st 1861. At the time of making said payment defendant Harvey was present with said Charles Jones & myself in my room at the Nichols House in Bloomington Illinois and remarked to said Jones that this closed our transactions, to which remark said Jones assented.

Cross Interrogatories.

First cross interrogatory. If in answer to the fourth interrogatory you shall say that you know anything about the defendant Harvey having at any time ordered or requested said R. Thompson & Co to sell or deliver goods of any kind to said Thomas H. Cooper on the credit of said Harvey or on the credit of any person or persons or corporation then state exactly what you know, at the precise

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date you first knew it, and how you knew it. If you know it from Hovey state his exact words or as near as you can, and tell who was there present, and which one of the members of R Thompson & Co, if either was present. Was not the goods to be sold and charged to Hovey? and was not said goods charged by Plaintiffs to said Hovey?

~~Answer to~~

Answer to first cross interrogatory. I cannot state the time, over a year or more before I spoke R Thompson & Co, as stated by me, I as one of the Building Committee of the State Normal University, recollect that defendant Hovey was authorized by said Committee to say to R Thompson & Co. and others, if they would credit said Draper for goods necessary for completing the Normal Building the Committee would see it was paid. My understanding was that the goods were to be charged to said Draper and the Committee to pay the bill when they obtained the funds.

Second Cross Interrogatory. If in your reply to direct interrogatories five &

said you shall say that you know that the defendant Stivers notified the Plaintiffs or either of them to make out their bill against any person and get their order on any person persons or corporation you said that bill it was that Stivers wanted the Plaintiffs to make out. and use said Stivers words as near as you can, State exactly all Stivers said about it. When it took place and which one of the Plaintiffs were present. State if you know, to whom the articles, the bill of which Stivers wanted made out were sold and to whom charged. on plaintiffs books and how you know it. Were not said goods sold to Stivers and charged to Stivers

Answer to second Cross Interrogation, All I know about it is. I then acted as agent of the State Board of Education. C. E. Stivers was not then a member of the said board of Education, but as he knew all about the transactions with Cooper and various persons in Bloomington, I directed him to notify them all to get Coopers order on

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the Board of Education, and I would pay it. Henry told me afterwards that he had notified R Thompson & Co. to make out their bill against Cooper for what the Building Committee were responsible, and afterwards Mr. Jones of said firm of Thompson & Co told me he had settled with Cooper, presented his order and I paid it. I know nothing about the charges on Plaintiffs books.

Third Cross Interrogatory. State the exact day that said Henry notified Plaintiffs to make out said bill: If you cannot say it was the 4th day of March 1861, then state up to what time he wanted said bill made out, and if you cannot say he directed it to be made out up to the 13 day of March 1861, then state why Henry only ordered them to make out their bill to said 13th day of March, and not up till the 4th day of March the day he notified them, And why was not that part of the Plaintiffs claim between the 13th and 4th days of March 1861. to be included in said bill, State if it is not true that

only a part of plaintiffs bill against Henry was paid and that there was a balance remaining unpaid at the time of said payment.

Answer to the third cross interrogatory I do not know what day it was Henry notified plaintiffs to make out their bill against Soaper. All I know is that R Thompson & Co. settled with Soaper to March 1st 1861, and I paid the amount of his indebtedness. In reg and to other questions in the last cross interrogatory I repeat that in one of the streets of Bloomington Illinois in april 1861. while walking with C. E. Henry we met R. Thompson of the firm of R. Thompson & Co. who said to Henry that Soaper wanted a bill of glass and would it do to trust him? This was after the settlement of R. Thompson & Co. with Soaper. Henry replied that Mr. Thompson must judge for himself as he knew as much about Soaper as he did. but if it was his case he would trust him, but that the Building Committee or Board of Education would not be

responsible any further on Soapers account. No other persons were present at this conversation.

Fourth cross interrogatory. In your reply to this ~~Seventh~~ direct interrogatory if you shall say you know of any thing being said at this time said H any requested Plaintiffs to make out said bill, about not allowing said Soaper to have any more goods on the credit of the Board of Education of the State of Illinois or on the credit of any other persons, then you will state exactly what said H any said: and which one of the Plaintiffs if either was present? Was any other persons present, and if so who were they? When did this conversation take place and what was the occasion that led to the same?

Answer to fourth Cross interrogatory. My answer is that I have stated in my answer to the third cross interrogatory all I know upon this subject. I have there stated all I recollect of the particulars of that conversation.

Fifth Cross Interrogatory. If you say you know anything about any conversation referred to in the ninth tenth and eleventh direct interrogatories then state them. State who were present at such conversation. What one of the plaintiffs was present? Give the exact language used by the plaintiffs in any conversation you may relate and which of said plaintiffs used such language? State where it was and when it was. Was it not Stoves responsibility and not Soapers that the plaintiffs were inquiring about? Do you know of plaintiffs selling Soaper any goods and charging them to said Soaper and if so when and how much?

Answer to the fifth cross interrogatory I have in answer to the third cross interrogatory stated all the conversations I can recollect. It was Soapers and not Stoves responsibility the plaintiffs were inquiring about. I know that Soaper had a pass-book, and I know of his sending this book

and ordering goods of R. Thompson & Co. and he complained to me how high R Thompson & Co. charged him for every article they sold him. This was in the State Normal University and the goods were for finishing said building and was after I had paid Draper's order to R. Thompson & Co.

Sixth cross interrogatory = Do you know that the plaintiffs made out any bill against Draper in consequence of Hoag's notice? State what said bill contained? Describe any bill of goods made out pursuant to said notice. Was not against Hoag? Were not the goods in said bill charged to Hoag on the plaintiffs books? Were not said goods sold to Hoag and on his credit only? Had Draper so far as plaintiffs were concerned any thing to do in the matter and if so what? When is said bill now or when you last knew any thing about it? Was it paid and by whom? Did you ever

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hear Hovey say it was correct?

Answer to the sixth cross interrogatory
After defendant Hovey had told me
he had notified the plaintiffs and
had paid Cooper order to R Thompson
& Co I settled with said Cooper and
he exhibited to me a bill of goods
from R Thompson & Co which I
allowed in said settlement. My
impression is that the bill was
made out against Cooper. I know
nothing about plaintiffs books nor to
whom he charged the goods. I do
not know where said bill is now.
When I last saw it, it was in the
building of the State Normal Uni-
versity in Coopers hands. Never
heard Hovey say any thing about
the bill being correct. Know nothing
about purchases made by Hovey of
plaintiffs

Seventh cross interrogatory = What if
any thing do you know about Hovey
purchasing any goods, drugs
merchandise, glass &c
of said plaintiffs?

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Geo. and Mont.

and answers thereto were carefully read over to said witness; that thereupon he signed the same and swore to them before me on the Sixteenth day of December A.D. 1863.

John Whitlock Clerk
Geo. Fifty dollars
Captain 2d Reg Ill. Cav.
A.D. C to Gen Washburn

Defendant then introduced Walter M. Hatch, who testified that just before the meeting of the Board of Education of the State of Illinois, in December, 1863, Mr Thompson, of the firm of R. Thompson & Co. asked witness if it would be any harm for him to present the bill for glass to the Board of Education, he, Thompson, adding that he thought the State of Illinois was better able to pay him (or them) for the glass, than he (or they) were to lose it. Witness replied that he thought so too; and if he, Thompson, thought the Board of Education ought to pay it, he better present the bill. While the said Board of Education were in session in December, 1863, in one of the rooms in the Ashley House in Bloomington, said Thompson appeared before the Board and presented this bill of glass, as witness supposed for payment. He addressed the President, Mr. Moulton, and

exhibited to him a paper the contents of which witness did not see. He stood by the President, addressed him in a conversational tone. Witness sat from four to six feet from them, and gave attention to what was said, and thought he heard all that was said. Mr. Thompson on presenting the bill said they had not been paid for the glass: that Soaper got the glass: that it was four in the Normal University, and was that now: that the Board had the benefit of the goods. To which Mr Moulton replied, that the Board had paid Soaper for the bill once, and would not, or could not pay it again. Witness did not hear Thompson name numbers.

Defendant rests here; and the Plaintiff then introduced Jesse Bishop, who testified that he went before the Board of Education with Mr. Thompson to present that bill. That he went with Thompson out to the University Building, and talked with some of the members individually, and spoke with Mr. Moulton also about it. That witness was present at some time Hatch testified about, that Hatch was

When the Board were in session, as stated by Mr Hatch, Mr. Thompson showed this bill for glass to Mr. Moulton the President. Mr

p. ~~110~~ 120

Moulton wanted to know how it was. — Mr. Thompson told him that Storey ordered the glass to be delivered to Scraper to be put into the Normal University Building; that it was delivered to Scraper and was put into the University Building; that Storey agreed to see it paid; that if the Board could not pay the bill, as such, he, Thompson, thought the Board might make him (or them) some present or consideration, so that they need not lose it entirely: To which Moulton replied: "let Storey pay his own bills"; if he had made himself responsible, let him pay the bill. Witness was not certain whether all this conversation took place in presence of the Board, at the meeting, or part of it with the individual members, when they were not in session.

This was all the evidence.

The Plaintiff's then asked the following instructions, (marked (1) and (2). — which were given by the Court:

1st Given for Plaintiffs —

The Court instructs the Jury that they add up the Pay-Books to ascertain the amount thereof.

Given

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Plaintiff's Instructions.

2d. If the jury believe from the evidence that the goods in question were sold on the credit of C. E. Storey, by his agreement, they will find for the Plaintiffs.

Given.

So the giving of the first the defendant then and there excepts.

The Defendant then asked the Court to give the following instructions, marked ~~marked~~ 1. 2. 3. & 4.

The Court ~~instructs~~ the jury on behalf of Defendant.

1st That if they believe from the evidence that the goods in controversy were purchased for Mrs Cooper, and delivered to Cooper; and if they further believe from the evidence that the Defendant Storey had agreed to be responsible for said goods, the jury are instructed that Storey's said agreement to be responsible for said goods, must have been in writing, signed by said Storey, or signed by some other person lawfully authorized by said Storey to sign for it.

Given [as amended by Court]

Plaintiff

2d. The ~~Defendants~~ admit a credit of $1311.77/100 and unless the Plaintiffs have proved a just claim against Storey of more than that amount the jury will find for the Defendants.

Refused

p. ~~120~~ 122.

Given.

3d. The Jury are further instructed that the Plaintiffs must make out their case by a preponderance of evidence

Given.

4th. That the statements of Plaintiff's counsel as to the footing up of the Pass-books, are not evidence, unless they have been sworn to by counsel or some witness.

The Court gave the said 3d. and 4th. instructions, refused to give the 2d. and refused to give the 1st. as asked; but amended the first, by inserting after the words - "purchased for Mr. Soaper and delivered to Soaper", the words - "and credit given to Soaper"; to which refusal to give the 1st and 2d. instructions as asked, and the giving of the 1st, as amended by the Court, the Defendant then and there excepted. When the Jury retired to make up their verdict, the Plaintiffs requested that the Jury be allowed to take with them to their room the two Pass-books, and the two - Freight-bills; to which request the Defendant objected. - The Court overruled Defendants objection, and allowed the Jury to take the Freight-bills and the Pass-books with them. - To which ruling of the Court the Defendant by his Attorney

then and there excepted.

The Jury returned a verdict for the Plaintiff's, and assessed their damages at $759, 77/100. Whereupon the Defendants moved the Court for a new trial, for the following reasons:

1st.- Because the verdict is against the weight of evidence.

2d.- Because the verdict is against the law.

3d.- Because the Court erred in refusing to give the 2d. instruction asked by the Defendants.

4th.- Because the Court erred in admitting the Day-books of J. H. Soapes in evidence.

5th.- Because the Court erred in allowing the Freight-bills to be taken by the Jury to their room, when they retired to make up their verdict.

6th.- Because the Court erred in allowing the Jury to take the Day-books of J. H. Soapes with them to their room when they retired to make up their verdict.

7th.- Because the Court erred in altering the first instruction asked by the ~~Plaintiffs~~ Defendants to be given.

The Court overruled Defendants motion for a

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new trial; to which ruling of the Court the Defendant by his Attorney excepts.

Defendant prays an appeal, and asks that the above and foregoing be signed and sealed as his Bill of exceptions, and made a part of the record of this cause — which is done by the Court

Charles Emerson — Judge [Seal]

State of Illinois,
McLean County } ss I, Edward R. Rue
Clerk of the Circuit Court in and for said county, do hereby certify that the foregoing is a true and complete Transcript of the Records and files pertaining to a certain cause wherein R. Thompson & Co are Plaintiffs and Charles E. Storey is Defendant.

In testimony whereof I have hereto set my hand and Official Seal this 27th day of September A. D. 1864

Edward R. Rue Clk.



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State of Illinois } In the Supreme Court
Third Grand Division } as To April Term A.D. 1865

Charles E. Hovey
Plff in Error
vs
R. Thompson & Co
Defts in Error } Assignment of Errors.

And now the said Charles E. Hovey plaintiff in error comes, and says that in the record and proceedings aforesaid there is manifest error in this, towit:

1st The circuit court erred in giving the plaintiffs 1st instruction.

2nd The court erred in giving the plaintiffs 2nd instruction

3d The court erred in refusing to give the defendants 2nd instruction.

4th The court erred in refusing to give the defendants 1st instruction as asked, & in giving said instruction as amended by the court.

5th The court erred in allowing the jury to take the Pass-books and the freight bills or any of them, to their room when they retired to make up their verdict.

6th The verdict of the jury is manifestly against the evidence.

7th The verdict is against the law.

(over)

8th The court erred in overruling said motion for a new trial.

9th The court erred in rendering judgment for the plaintiffs, and in not rendering judgment for the defendant.

By reason whereof the plaintiff prays that said judgment may be reversed &c.

By W. M. Hatch
Atty for Pltff in Error

Fees for this Transcript
$50,00, paid by Pltff
in error. Clk

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Charles E. Hovey

vs

Robert Thompson Exr.

Record

Filed November 11th 1864
L. Leland
Clerk

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

To the Sheriff of McLean County, GREETING:

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the Circuit Court of McLean County, before the Judge thereof, between Robert Thompson, John M. Major and Charles Jones partners of the firm of R. Thompson plaintiffs, and Charles E. Hovey

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

as we are informed by his 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 Robert Thompson and John M. Major & Charles Jones

that they 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. 1865, to hear the record and proceedings aforesaid, and the errors assigned, if they 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 Robert Thompson John M. Major & Charles Jones

notice, together with this writ.

Witness, The Hon. Pinkney H. Walker, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 11th day of November in the year of our Lord One Thousand Eight Hundred and Sixty-four

E. Leland

Clerk of the Supreme Court.

by J. D. Rice Deputy

Charles E. Storey

No. vs.

Robert Thompson et al

SCIRE FACIAS.

Filed Nov. 14th A. D. 1864

L. Leland

Clerk.

Executed this writ Nov. 12th. 1864. by reading the same to the within named Robert Thompson & John M. Major — Charles Jones not found in my County.

Fees. $1.20

N. Dixon. Shff.

By L. Burr. Dpty

Supreme Court of Illinois,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1865.

CHARLES E. HOVEY, PLAINTIFF IN ERROR .

vs.

R. THOMPSON & CO , DEFEFDANTS IN ERROR.

BRIEF OF DEFENDANTS IN ERROR.

The third and fourth pleas of defendant below amount simply to the general issue, and were properly ordered to be stricken from the files. If this fact does not appear from the record, and the pleas there stand simply as unanswered that defect is cured by the verdict. The defendant below suffered no harm from this action, and cannot complain of it here.

Brazzle, vs Usher Breeze 14.
Ross, vs Reddick, 1 Scam, 74.
Graham, vs Dixon, 3 Scam, 118.
Mills, vs Weeks, 21 Ill. 561.

But as no error has been assigned in this respect, the long argument of plaintiff in error is out of place as by the well know rules of this court any objection not assigned as a cause of error will not be considered by this court.

The first error assigned is the giving of the first instruction by plaintiff below. Certain pass books which Hovey had settled by, and so recognized as being correct, and which were kept in the possess on of Hovey or his agent, had been given in evidence. The jury were instructed to add them up to ascertain the amount thereof. In no other way could they ascertain the amounts. They were at perfect liberty to find for any, or the whole amount appearing on these books. The whole evidence shows that the amount on the pass books were due, and this court will not send a cause back to the court below where it is evident that justice has been done in the cause.

The second assignment of error is that the court erred in giving the second instruction of plaintiff below. That instruction is evidently the law. If the contract was that the goods were sold on the credit of Hovey—then the contract was an original and not a collateral undertaking, and as such was not within the statute of frauds, and need not be in writing.

The third assignment of error is that the court erred in refusing to give the second instruction of defendant below.

The record shows no admission by the plaintiffs below of any credit, and there never was any such admission unless their bill of particulars is such an admission. This the plaintiffs could not introduce in evidence, and the defendant did not. The defendant might have introduced it as an admission, but he could not introduce a part—the credits, and leave out the other part—the items, with which he was charged. The bill of particulars really shows a larger balance due the plaintiffs, than the verdict of the jury; but as there was no evidence on which to predicate this instruction, the court rightly refused to give it.

The fourth error assigned, is the refusal of the court to give defendant's first instruction as asked, and in giving it as amended by the court.

This instruction as asked for is manifestly not the law. If the sale was made to Hovey, the credit given to him—it makes no difference for whom the articles were purchased, or to whom they were delivered, so long as they were delivered in accordance with Hovey's instructions; which is not questioned. The very essence of the issue is to whom was the credit to be given by the contract, and this the instruction as asked entirely ignores. The instruction as amended, was correct and pertinent to the case.

The fifth error assigned, is that the court erred in allowing the jury to take the pass books to their room.

There is nothing in the record showing that they did take them to their room—but if they did, it was no error—they were offered in evidence. Record page 29, which means simply that they were read in evidence, and by the 30th section of the practice act, the jury had the right to carry them to their room. Admitting that they did take the pass books from the bar, (of which there is no evidence on the record) then it was done without any objection by defendant below, by his consent, and is an act of which he cannot here complain.

Waughop, vs Weeks, 22 Ills. 350.

The sixth error assigned is that the verdict is against the evidence. The court would not disturb the virdict unless it was

manifestly against the weight of the evidence—which it most clearly is not. In fact there is no conflict of evidence at all. Hovey received the goods sued for, and by agreement with him, they were charged to him. He has received pay for them by the orders Soper gave him on the Board of Education. See Gillespie's testimony, Record page 29: "These pass books were used by Hovey and Soper in settlement between themselves, for the amount of goods purchased, and orders were given by Soper to Hovey on the Board of Education, for such amounts."

The jury who saw the original pass books were the best judges of what they proved, and how much credit should be given to them. Having obtained the goods. and received pay for them it is neither against the evidence, law, or equity that Hovey should pay for them. The pass books were Hovey's books, were kept for his convenience, were in his possession, were seen by him,and he recognized them as correct by settling with Soper fo the very articles named in the books, and certainly this court will not now say they are incorrect.

E. M. PRINCE.

Attorney for Defendants in Error.

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Harvey is Thompson
et al

Defts. Brief

Filed April 3 1845
J Selman Clk

SUPREME COURT OF ILLINOIS,

THIRD GRAND DIVISION.

APRIL TERM, A. D. 1865.

CHARLES E. HOVEY, PLAINTIFF IN ERROR

—*vs*—

R. THOMPSON & CO., DEFENDANTS IN ERROR.

POINTS AND AUTHORITIES OF PLAINTIFF IN ERROR.

This was an action in Assumsit, in the McLean Circuit Court. Judgment against Plaintiff in Error for $759,77.

Plaintiff in Error prays for a supersedeas, and assigns the following Errors:

I. The Defendants' 3d and 4th pleas are special, in bar. The third is substantially as follows: That if he (Defendant) ever agreed to pay or be responsible for the goods sued for in said declaration, it was in manner following: Defendand was one of the Board of Education of the State of Illinois, and one of the building committee having in charge to some extent, the construction of the Normal University Building then being constructed by said Board. One Thomas H. Soper was one of the contractors in the construction of said Building. The goods sued for were sold and delivered, if to any one, to said Soper. If Defendant ever made any agreement about paying for said goods so delivered to said Soper, he agreed as agent of said Board of Education; and in that capacity *only;* and Plaintiffs well knew that Defendant was acting as agent of the Board at the time; that said Board would pay for said goods, *provided* said Soper did not pay for the same. And Defendant further says that such promise or agreement was not in writing signed by him, nor was there any memorandum or note of said contract, promise or agreement, in writing signed by Defendant or by any other person thereunto by the Defendant lawfully authorized. And this Defendant is ready to verify. Whereupon he prays judgment, &c.

The 4th plea is substantially as follows: That if he (Defendant) ever agreed to pay for any goods which Plaintiffs might deliver to one Thomas H. Soper, either personally or as agent for the Board of Education of the State of Illinois, he cancelled

that agreement by notifying the Plaintiffs that neither he personally, nor the said Board of Education would be responsible for, and would not pay for any more goods which Plaintiffs might deliver to said Soper. And Defendant avers that Plaintiffs continued to sell and deliver goods to said Soper to the amount of $1200,00 after Defendant had notified them as aforesaid. And this he is ready to verify. Wherefore he prays judgment, &c. (See Record pages 6, 7 & 8.)

Each of these pleas is well pleaded. Each contains new matter, and each is a complete answer to the whole declaration; and not having been replied to is confessed; for the rule is, "that every pleading is taken to confess such treversable matters alleged on the other side as it does not traverse."

"The effect of such admission is extremely strong; for it concludes the party, even though the jury go out of the issue, and find the contrary of what is thus confessed on the record."

Stephen on Pl'g p. 217.
7 Bc. Ab. (ed'tn published in 1854 by T. & J. M. Johnson.)
G. Pleas 1. p. 532.
Bc. Ab., H. Traverse 3 pp. 558, 559.
Bc. Ab., H. Travers 4. p. 562.

The last authority reads thus: Whatever is traversable and is not traversed is admitted. To the same effect are the following:

Trosser & Petrie vs. Woodward, 21 Wend. 206.
Patcher vs. Sprague, 2 Johns, 462.
Briggs vs. Dorr, 19 Johns, 95.
8 Caines, 164.
7 Bc. Ab. H. Traverse, 1 p. 553.

The 3d plea sets up the statute of frauds, and was properly pleaded specially.

1 Chitty Pl'g 480.
Thornton vs Heirs of Henry, 2 Scam. 219.
7 Bc. Ab. G Pleas in Bar, 1 p. 541.

The Statute of Frauds having been plead and insisted on throughout, as appears by the first instruction asked by Defendant, it was obviously incumbent on the Plaintiffs to prove that the agreement between the Plaintiffs and Defendant was in writing.

1 Stark, Ev. 418.
Amos vs. Hughes, 1 M. & R., 464.
Mills vs. Barber, 1 M. & W. 427.

It seems that the Statestu of Frauds must be pleaded specially. The statute of frauds cannot be pleaded except specially.

Thornton vs. Heirs of Henry.
2 Scam. 219.
Waren vs. Dickson, et. al., 27 Ill., 115.

Having been pleaded, and not replied to, it is confessed. For this reason alone judgment should be reversed.

The Defendant of right pleaded these pleas specially, and the Plaintiffs were obliged to take issue on them in the same way, *even* if the matters therein set up might have been given in evidence under the general issue.

1st Chitty on Pl'g 498,
7 Bc. Ab. Pl'g., G. 3. p. 541.
4th Abbotts Digest p. 382, Sections 352, 354, 355.

A defendant may plead any matter specially except such as constitute a denial of what the Plaintiff is bound to prove in the first instance.

4th Abbott's Digest, p. 582.—1 Ld. Raym. 87.—Brandegee vs. National Ins. Co.,20 Johns. 328.—Otto vs. Scroeppel. 3 Barb, 56—People vs. President, &c., of Manhattan Co., 9 Wend. 378.—1 Chitty Pl'g, 301-2.—1 Saund. 234, n. 2.—Hothum vs. The East India Company, 1 T. R. 645.—2 Saund. 62 b. n. 5.

These please both set up new matter and raise questions of law thereon; hence they are good, though as to part of the declaration, they may amount to the general issue.

Otto vs. Schroeppel, 5 Barb. 56.—Gould's Pl'g, Chap VI, part 11, Sec 80, p. 356.—7 Bc. Ab. Pl'g. G. 3.—Warren vs. Dickson, et. al., 27 Ill.,, 115.

Facts admitted upon the record need not be proved.

1 Phil. Ev. Ch. 10, Sec. 5, p. 795.

Defendant might have proved all the credits on the Plaintiffs' bill of particulars, had it been necessary.

II. The pass-books should not have been received in evidence, for the following reasons:

1st. They are neither Plaintiffs' nor Defendant's books.

2nd. There is no evidence that Defendant ever admitted that they were correct. True, Defendant and Soper "ascertained from them how much was due," (Record p. 84) but it were a violent presumption to suppose that because the books were used in settlement, that all the goods, "merchandise" and "Sundries" and amounts "brought over" without showing where they were "brought" from, or what they consisted of; were allowed in such settlements.

3d. No evidence is given of the value of the goods charged in these books, nor that Defendant admitted the prices charged to be correct.

4th. There is no evidence that all the goods charged on the books were delivered at the Normal Building, or were used in its construction.

On the contrary, the Plaintiffs' witness, Gillespie, who was Soper's book-keeper, expressly says that some of them were delivered to families and he had nothing to do with them; and he could not know what quantity was so delivered, (Record p. 81.) The reason he assigns for saying that any of them were delivered is unsatisfactory. His duty does not establish another fact when it is not shown how much of his duty he performed. (Record p. 83.)

In the absence of evidence as to what was allowed in settlements between Defendant and Soper, the presumption must be that Defendant, Hovey, allowed for such goods *only* as were necessary for completing the Normal Building; for the witness Rex, who was one of the Building Committee which gave the authority, testifies in answer to the first cross interrogatory, that "Defendant Hovey was authorized by said Committee to say to R. Thompson & Co., and others, that if they would credit said Soper for goods necessary for completing the Normal Building, the Committee would see it paid." (Record p. 108.) This is the only evidience as to what kind of goods were to be delivered to Soper; and the Defendant could be responsible for no other goods. It was uncontradicted, and is corroborated by all the surrounding circumstances, and should be believed.

Rankin vs. Crow, 19 Ill. 266.
Robinson, et. al., use,&c., vs. Magarity, 28 Ill., 428.

An examination of the pass-books will convince any one that a large amount of goods charged in them must have been delivered to families—unless Soper was running an Apothecary shop. No less than 54 boxes of pills are charged, and any quantity of porter, brandy, wine, Ayers' Sarsaparilla, Ayers' Pectoral, ointment, salve, hair combs, puff combs, hair brushes, hair oil, tooth brushes, hair restorative, breast-pumps, medical prescriptions, for sundry persons, &c., &c. It will hardly be pretended that any of those come under the head of "necessaries for completing a building."

5th. These books contain many irregularities, subjecting the Plaintiffs to the imputation of gross frauds. These irregularities should have been clearly explained before the books were put in evidence, but were not. The following are some of them: The book first in order of time, is second on the record. It

commences with "Am't brought up 40.69." From where was that amount brought? What did it consist of and who had it? This amount is not added up with the items under it, as is usual in the books, and it might have been written there on the day of the trial, for aught appears to the contrary. The fact that it is not added with the items under it, as is usual in the books, leaves it open to strong suspicion.

6th. The 22nd page of the pass-book first in order of time, commences "C. E. Hovey pr. Ball, Dr." (Record p. 71.)

If this means anything, it means that the goods following were delivered to somebody by the name of Ball and not to Soper; and it is fair to presume that all the goods charged in that book after that entry, were so delivered to Ball. Plaintiffs claim only for goods delivered to Soper.

7th. Plaintiffs were directed about March 1st, 1861, to settle with Soper, get his order on the Board of Education, and not to trust him afterwards except on his own responsibility. (Record p. p. 106, 109, 110.) They did settle and get his order of that date for $1121.07, which was paid. When it was paid, Defendant Hovey was present with Jones, of the firm of R. Thompson & Co., and the witness Rex, who paid the order. Hovey then told said Jones that "this closed our transactions." (Record, p. p. 107, 106, 109, 110, 88.)

The witness Rex alone testified upon this subject. He is uncontradicted, and the jury were not at liberty to disregard his testimony. It is corroberated by the facts that they did settle, and that the order was given and paid.

Robinson, et. al., vs. Magarity, 28 Ill., 423.

In the absence of any evidence to the contrary from the Plaintiff, the presumption is, that no goods were sold and delivered on March 1st, 1861· for no sales appear on the 1st day of March, charged in regular order. The plaintiffs must make out their case. Sales up to, and including Feb. 28th, are footed up making 125.62. (Record, p. 23.) This amount is found among the footings on page 81 of the record, where the order seems to have been adjusted, which shows conclusively that the footing of the 125.62 was made at, or prior to the giving of the order, and that the next sales were made after March 1st, the next date being March 2d. The balance of the articles charged regularly on this page of the pass-book are marked "Forward." Some of them bear no date, others are dated March 2d, and are not footed. (Record, p. 53.)

On the next page of the record, under date March 1st, are three charges, "To Mdse." (which we understand to mean

merchandise) amounting to 26.73. (Record, p. 54.) This is exactly what the items charged after the footing of 125.62, and on the same page, amount to: part of them under date March 2nd.

Thus this sum of 26.73 is twice charged and twice added, and the presumption is that all goods sold previous to March 2d, were included in Soper's order. Doubtless the jury added these items and sums as they are charged. They were not told not to do so, and no reason would occur to them why they should not. One and a half blank pages occur between these two sets of charges. They are charged first in items and then as "mdse" and under two dates. Moreover, the court instructed the jury to "add up the pass books to ascertaid the amount thereof." (Record, p. 120.) They could not obey this instruction without including this sum of 26.73 twice.

8th. By what law had the jury a right to find against the defendant for merchandise charged in gross as was here done, unless it was shown by the admissions of defendant or the testimony of some witness, what it consisted of, what it was worth, and that the defendant had it? (Record p. 54 "Mdse," p. 58 Sundry drugs.)

Charges must be specific. They must denote the particular work or service as it arises daily, and the quantity, number, weight, or distinct designation of the articles or materials sold or furnished, and attach the price or value to each item.

Hughs vs. Hampton, 2d Const. Rep., 745.
1st Phil. Ev. Ch. 8, Sec. 8, p. 383, and cases there cited.

9th. The last charges on page 33, of pass-book, are of date Jan. 2d and 4th. Charges on the next page of the pass-book are of dates July 2d, Aug. 4th, and March 21st, the last amounting to 3.48. These irregular charges were not explained to the jury, but the court by its first instruction ordered the jury to add these amounts.

10th. These plaintiffs seem to have a habit of charging the same things twice. On page 80 of the Record, are the following items:

1861, Jan. 2d.		Difference in brushes	1 40
"	"	3 Bots. Porter 25	75
"	"	1 Gal. B. Fluid	75
"	" 4th	3 Bots. Porter	75

These identical articles are found charged on the other pass-book. The charges bear the same date. (Record, p. 50.) Here is another case of doubling to the amount of 3.65.

11th. Not content with charging articles twice, the plaintiffs have attached a leaf to the 24th page of the pass-book, and made charges on both sides of it to the sum of 84.31. That this

leaf was attached subsequent to the regular charges on the book, is most obvious from the prior and subsequent dates on the pass-book and from the footing of the page to which the leaf is attached, the same amount being carried forward to the head of the next page of the book.

The goods on this attached leaf, most of them, bear date November and December. Some of them have no date, but all are injected among the charges of September. Not content with injecting these two pages of items, the plaintiffs commence the second page of the leaf with "amt. brought over" 40.44!! Where, pray, *could* that 40.44 have been brought from? Goods are charged on the regular leaves of the book, on most of the days noted on this leaf. The footing of the 24th page, to which this leaf is attached, is carried forward to the 25th page. (Record, pp. 73, 74, 75.)

This slipping in of 84.31 is not explained to the jury. They are simply ordered to add and ascertain the amount.

If books are kept merely as memorandum between one party and another, they are inadmissable.

Smith vs. Lane, 12.—Serg. and Rawl. 80.

Entries in the books must appear to have been made daily, or they cannot be admitted. If it appeared at any stage, or in any way, that the charges made at different dates were made on the same day, the books are not evidence. The entries must appear to have been made in the regular course of business. Erasures, additions, interliniations, or any other appearances of fraud, unexplained, destroy the competency of a book.

1st Phil. Ev. Ch. 8, Sec. 8, p. 382 383—Swift's Ev. 81, 82—Eastman vs. Moulton, 3 N. H., 156.—Smith vs. Lane, 12, Serg. and Rawl. 80.

These principles apply to one's own books which he seeks to introduce, and are equally applicable to these pass-books.

12th. No necessity appears for the introduction of these books. It is in evidence that the plaintiffs kept a clerk. (Rec. p. 86.) Gillespie says he received most of the goods. (Record, p. 81.) Plaintiffs were able, and it was their duty, to prove the delivery and value of the goods, article by article. Such books are received upon the presumption that unless they can be admitted, there will be a total failure of proof. Whenever that presumption is repelled by its appearing in any way that the ordinary common-law proof does exist in relation to any or all of the items charged, the book-proof is rejected as inadmissable.

1st. Phil. Ev. Ch. 8, Sec. 8, note 108, 6, p. 377.

Plaintiffs' witness, Gillespie, testifies that when he (Soper) wanted goods, he sent those books to R. Thompson & Co., and they sent the goods, with the charges for the goods in the book, (Record, p 48) This is plaintiffs' evidence; and it clearly shows that those charges not made in the regular course of date, the goods twice charged, and goods charged "merchandize," were all afterthoughts. No one has explained them. The plaintiffs only can know when they were entered.

These things should be explained and made to harmonize with honesty and fair dealing, if they can be.

III. From what has been said about the pass-books it is evident that both instructions given for plaintiffs were erroneous, and not only misled, but peremptorily misdirected the jury.

By the first, the jury were directed to add the pass-books to ascertain the amount.

This addition necessarily included—

1st, "Am'ts bro't up" from some unknown place, or without knowing what it was for, or who had it. (Rec. p. 59.)	46 69
2d. Am'ts on attached leaf. (Rec. pp. 73, 74.)	84 31
3d. Merchandise charged twice. (Rec. p. 54, 53.)	26 73
4th. Articles charged on both pass-books of same date. (Rec., p. p. 50, 80.)	3 65
5th. Irregular charges, (Record, p. 81.)	3 48
Amounting to	164 45

besides numerous sums for "sundries" and the stock of pills, perfumery, &c.

IV. The mischief of giving the Plaintiffs 1st, is seen more clearly when it is construed with the 2d instruction. It was the duty of the jury so to construe them. (Record, p. p. 120, 121.) Why were they directed to add up the pass-book, and ascertain the amount thereof as directed by the 1st instruction?

Clearly that they might assess the full amount thereof against the Defendant.

How much were they to find for the Plaintiffs, as directed by the 2d instruction, if they believed the goods in question were sold on the credit of Defendant? Most clearly the full amount of the pass-books, and the proved value of the glass, freight, and commissions, without any deduction for the irregular, double, and gross and injected charges on the pass books, and without deducting the amount of credit, to-wit: $1311.77 which Plaintiffs on their bill of particulars admit had been paid. (Record, p. 44.)

These two instructions properly construed together, deprived the jury of the right of crediting the Defendant with the $1121.07 clearly proved to have been paid. Record pp. 83, 88, 107.)

They must find for the Plaintiffs, according to these instructions, even if the Defendant had proved payment of more than Plaintiffs claim.

V. It was clearly error for the Court to refuse to give Defendant's first instruction as asked, and as clearly error to give it as amended by the Court by inserting the words, "and credit given to Soper." (Record, pp, 121, 122.) For in every instance when goods are sold and delivered to one, to be paid for by a second party, if the first does not pay for them, credit is always given in part at least to the second party. It would al-

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How much were they to find for the Plaintiffs, as directed by the 2d instruction, if they believed the goods in question were sold on the credit of Defendant? Most clearly the full amount of the pass-books, and the proved value of the glass, freight, and commissions, without any deduction for the irregular, double, and gross and injected charges on the pass books, and ways be safe to sell and deliver goods to the most irresponsible person if a second and responsible party would agree to pay for them provided the purchaser did not. To whom then is the credit given in such cases? undoubtedly to the second party who agreed to be responsible, and not to the first exclusively, who received the goods.

VI. The Defendant's second instruction should have been given. It is in these words; "The Plaintiffs admit a credit of

$1311.77, and unless the Plaintiffs have proved a just claim against Hovey of more than that amount, the jury will find for Defendant." (Record, p. 121.)

Though a bill of particulars technically speaking, may be no part of the record, still its contents have much the same operation as admissions made in pleading.

The rule is, that "if the plaintiff, in order to avoid the expense of a plea of payment, shall have given credit in the particulars of his demand for any sum or sums of money therein admitted to have been paid to the Plaintiff, it shall not be necessary for the Defendant to plead the payment of such sum or sums of money."

1 Phil. Ev., Ch. 10, Sec. 5, p. p. 795, 796.
Smithurst, vs. Taylor, 12, M. &. W. 545.
Price vs. Rees, 11, M. & W. 576.

The Plaintiffs admit in their bill of particulars that of their claim they had received $1311.77. (Record, p. 44)

It is common sense as well as common law that it is unnecessary to plead or prove payments which the Plaintiffs admit upon their files of papers in Court. The same principle is involved as where the Plaintiff introduces his books in evidence with credits therein. The Defendant may claim the benefit of the credits, and contest the charges against him.

19 Ill., 59.

VII. The evidence in the case was confined to the two pass-books, the bill of glass, the freight, and commissions thereon.

We have shown as we think, that the pass-books were totally inadmissible in evidence.

We have footed them up carefully, and repeatedly, and if we mistake not, both of them, including the sums "*brought over*" which have not been explained, including the double sums for the articles twice charged, the merchandise and sundries, the charges of irregular dates, and the "Am't. Bro't. over," and items charged on both sides the added leaf, amount to 1453.24. But what do these figures mean? Neither the books nor anything in them explain what they mean. The word dollar, or cent, or any abreviation, or sign for dollar or cent is not in either of the books; nor has any witness explained their meaning, or the meaning of any of them.

We protest and insist that the jury had no right to render any verdict against Defendant by virtue of anything, and everything found in these pass-books, and the evidence given in relation thereto. The jury should not presume that those figures mean dollars and cents.

Lawrence, vs. Fast, 20 Ill., p. 338.
Lane, vs. Bommelmann, 21, Ill., p. 148.

Throwing out the pass-books for the reasons just assigned, the verdict should have been for the glass, freight, and commissions, *proved* the Defendent had rendered himself liable for it. How much should that be? The witness Gillespie alone testifies as to the value of the glass. He said it was worth, trade price, $500.00 including freight. By trade price, we understand the price exclusive of commission. He further said that Plaintiffs were entitled to 2½ per cent for buying and handling it, which would make $15.00 more. (Record p. 83.)

Mr. Marmon testifies that it was worth ten per cent to purchase and deliver glass: in which case they guaranteed that the packages when delivered were in good order. (Record, p. 87.) There is no evidence of any such guarantee; and Plaintiffs never handled the glass at all. The railroad company unloaded one car of it at the foot of the Normal grounds, from the cars, and Soper's men took it away. The other was taken away by Soper in a wagon. (Record, p. p. 85, 82.) The commission therefore should have been $15.00, which would have made the judgment, if Hovey was liable, $515.00 instead of $759.77. Mr. Kittle testifies that one quantity of this glass was delivered about April 11th, the other about April 18th, 1864. (Record, p. 85.)

In the Plaintiffs' bill of particulars it is all charged of same date, May 24th, 1864, thirty-six days after one quantity, and forty-five days after the other quantity had been delivered to Soper. (Record, p. 43.) This proves quite conclusively that Plaintiffs did not handle this glass, and did not know when it was delivered, or that charging it to Defendant was an after thought. Doubtless failing to collect the bill from Soper, they concluded to charge it to Defendant and take the chances against him. Afterwards concious that they had wrongfully charged it to Hovey, they presented the bill to the Board of Education, and begged of them, that if they cannot pay the bill as such, to make them some present or consideration, so that they need not lose it entirely. (Record, p. 120.)

VIII. Was defendant Hovey liable for this glass?

Whatever arrangement existed by which plaintiffs furnished goods to Soper, whether defendant, the Board of Education, or the building committee, were liable, it is most clearly in proof that that arrangement was terminated by special notice when the plaintiffs were notified to settle with Soper, get his order on the Board of Education and not to trust him for any more goods except on his own responsibility. (Record, pp. 106, 107, 109, 110.)

It is clearly proved that the transaction, or, arrangement, whatever it was, or whoever was responsible, was terminated by another special notice, when the order for $1121.07 was paid. Hovey then said to Jones, one of the plaintiffs, that "this closed our transactions." (Rec. p. 107.)

The fact that about the last of April, 1861, after the settlement with Soper and the payment of his order, R. Thompson, one of the plaintiffs, asked defendant if it would be safe to trust Soper for a large bill of glass, is an indisputable acknowledgement by the plaintiffs that the arrangement by which any party was responsible for goods sold to Soper, had been terminated. (Record pp. 104, 105, 111.)

All this evidence is entirely uncontradicted. Indeed it is corroborated by the fact that the glass is not charged on the the pass-books.

If defendant had not terminated this arrangement, whatever it was; if anybody was still responsible for goods which the plaintiffs might sell and deliver to Soper, why did one of the plaintiffs say to defendant that Soper wanted a large bill of glass and ask defendant if it would be safe to credit Soper? (Rec. p. 105.)

Gillespie says in his direct examination "that when he (Soper) wanted goods he sent these books to R. Thompson & Co., and they sent the goods, with the charges for the goods in the books. (Rec. p. 48.) They claim for no goods not on the pass-books, except the glass.

The jury were not at liberty to disregard this evidence. They should have treated the arrangement terminated.

Robinson, et al. use, &c., vs. Magarty, 28 Ill., 423.
Rankin vs. Crow 19 Ill. 626.

The arrangement being closed, the law presumes that it continued closed until a change is shown.

1 Phil. Ev. Ch. 10, Sec. 10, note 177, 7, p. 603,—2 Poth. No. 16, Sec. 14, p. 290, and cases there cited.—2 Abbott's Dig., p. 603, 604. Walrod vs. Ball, 9 Barb., 271.—1 Start. Ev. 54.

It will not be pretended that the arrangement for the Plaintiffs to furnish Soper goods on the credit of any one besides himself was renewed.

If then the defendant was liable, his liability arose by special contract. The evidence does not warrant that conclusion.

Gillespie is the only witness who speaks of it. He says. "Soper had made an arrangement to get some glass in Chicago, but it did not come. All parties were anxious to have the glass put in. Hovey went to town several times to see about it. He had

a good deal to do in supervising the construction of the building. He said he thought he could set some strings to pulling that would bring the glass. Said he tried to borrow money to buy the glass, but failed. Said he would see Thompson. Went again to see Thompson, and Thompson said the glass ought to be here in a few days, for the invoice had come. Subsequently, witness says, Hovey told him that he might have to pay for the glass. This is all the testimony which tends, if at all, in the remotest degree, to show that Hovey either ordered the glass, or that he obligated himself to pay for it. (Record p. 82.) This is entirely insufficient to warrant that conclusion. Moreover it is the testimony of an angry, excited, prejudiced witness. He acknowledges, in his cross-examination, that he tried to prevent the men from hanging the glass. He did all he could to prevent the men from hanging it. It never would have been hung if the men had heeded his suggestion. What was that suggestion? Undoubtedly that they steal the glass and sell it to pay themselves and him for their labor. He says he worked three years for $75 and a coat. He adds that had he known as much before the glass was hung as he did on the day of trial, he would have taken the glass himself and carried it away, and it never should have been hung. In other words, he would have stolen it. (Record p. 84.)

His testimony seems like that of a reckless man. At first he don't know when the glass was ordered; afterwards he says it was in March, 1861. (Record p. 83.) It was about the last of April that Thompson was inquiring of Soper's responsibility. (Record p. 105.)

We must be excused for adding that parties who make numerous irregular entries in pass-books, who charge the same goods twice therein, who inject a whole leaf of items, and commence the second page thereof with "am't bro't over 40.44" and insist on the whole before a jury, without explanation, parties who do not hesitate to approach members of the Board of Education of the State of Illinois, composed of such men as Moulton, Bass, Goudy, Madill, Green, Brooks, Wells, Bateman and others; and ask to have money belonging to the State of Illinois paid to them to reimburse them for their indiscreet sales, such men, we think, would not scruple to tamper with the ready witness, Gillespied, and adjust him to suit their cause. (Record, p. 120.)

If Plaintiffs thought Defendant liable, why did they run after the Board of Education, and ask a gift of them so that they may not loose the bill entirely? When Thompson talked with the witness Hatch about it, witness told Thompson, if he, (Thompson) thought, the Board ought to pay the bill, he (Thompson)

better present it. Which he did, thus showing that he thought the Board, and not Defendant, ought to pay it. (Record pp. 118, 119.)

The whole tenor of G. P. Rex's testimony negatives the idea of Hovey's responsibility. Plaintiffs' and other parties were requested to credit Soper for goods necessary to complete the Normal University Building and the Building Committee would see it paid. (Record p. 108.) Hovey paid none of those bills personally. If he took orders from Soper and afterwards gave them up and had Soper give his order on the Board to Plaintiffs for the whole amount, giving up the small orders shows he was acting in good faith. Plaintiffs were directed to get Soper's order for the amount of his indebtedness. That was the reason why Hovey's name did not appear in the transaction. (Record pp. 106, 108.)

Hovey was not then a member of the Board of Education. (Record p. 109.) Anxiety to have the Building completed would not render him liable. Talking to Thompson about glass should not make him liable.

Men are presumed to act according to their own interests.

1 Phil. Ev. 608.

Hovey had notified Plaintiffs that the arrangement was closed.

When Thompson asked Defendant if it would be safe to trust Soper for glass, he closes his reply by saying that the Building Com. or Board of Education would not be responsible any further on Soper's account. Careful to protect the Board of Education, would he not have protected himself, had he supposed he was ever liable personally? (Record pp. 111, 112.) The testimony of Rex seems to be that of a candid disinterested man, and is in strong contrast with that of Gillespie. He, Rex, does not pretend to know much about the transaction. He knows that Plaintiffs and others were requested to credit Soper for goods necessary to complete the Normal Building and the Building Com. would see it paid; that he as agent for the Board of Education ordered all parties, including Plaintiffs, to settle with Soper, get his order on the Board of Education, and not to credit Soper farther except on his own responsibility; that Plaintiffs said they had settled with Soper; that they presented his order for $1121.07, which the witness paid March 1st, 186[illegible]; that Hovey then notified one of Plaintiffs that that ended the transaction, to which the member of the firm assented: that nearly two months afterwards one of the Plaintiffs was desirous of knowing whether it would be safe to trust Soper for a large bill of glass; that after the payment of Soper's order to Plaintiffs he settled with Soper for a bill of goods which Soper had received from Plaintiffs; that after the witness had paid Soper's order to Plaintiffs,

Soper still had a pass-book which he sent to Plaintiffs and obtained goods: that Soper complained how high Plaintiffs charged him for goads. (Record pp. 113, 114.) This is about all he pretends to know in relation to the matter. He maintains his knowledge of those facts, and his ignorance of others, calmly through an almost intermable cross examination in which the same fact is many times asked him.

No argument can be drawn from the fact that the goods were charged to Defendant pr. Soper There is no evidence that he knew it—Plaintiffs could put any thing on their books they chose and repeat it as often as they pleased.

IX. Concede for the argument only that the figures on the pass-books mean dollars and cents and note the result:

The whole amount to		$1453 24
Value of glass including freight		500 00
Plaintiffs commissions at 2½ per cent		15
Making		$1968 24
Amount of credits on bill of particulars as set down by Plaintiffs	$1311 77	
Add one sum twice charged on pages 50 and 80 of Record	3 65	
Add amount on added leaf (Record pp. 73, 74)	84 31	
Add "Am't. bro't. up" on 1st page of pass-book first in order of time (Record p. 59.)	46 69	
Add charges of irregular date (R. p. 81.)	3 48	
Add merchandise on p. 54 of Record (which doubtless stands for same amount of goods charged on p. 53 of Record but of subsequent date allowing all these goods to stand charged once only	26 73	
And we have a total of	$1456 63	
Which subtracted from the above am't. leaves		$511 61

which under this hypothesis shows the judgmett too large by $248 17.

But suppose the court was right in refusing Def'ts. second instruction, the judgment would have been larger by the difference between $1311 77 and $1121 07 which is $190 70. That added to $511 61 makes $702 31. Under that view of the case the verdict was too large by $57 47. The goods charged to Defendant, pr. Ball amounting to $341 30 should also be deducted. These charges 'pr Ball,' commence on page 71 of Record; and the presumption is that all the goods subsequently charged in the book were delivered to Ball and not to Soper. A large deduction should also be made for the unknown quantity of goods which went to families. (Record p. 81.) Also the value of the 54 boxes of pills charged at 25 cents each. The charged value of the Brandy, Porter, Wine, Breast-Pumps, Puff Combs, Hair brushes &c., &c., should also be deducted. Had all these deductions been properly made, the jury could have found no verdict against Defendant, even if they thought him liable in other respects.

By these calculations we do not admit that the pass-books were admissable in evidence nor that the figures mean dollars and cents; but to show that both these things conceded, the judgment is excessive, if *any* could be rendered.

After the jury had found Defendant liable it was not left to their judgment to say how much the verdict should be. It was not a case our sending in damages, but was strictly a matter of computation; and will be set aside because too large.

X. It is not pretended that Defendant had, used or enjoyed any of these goods personally. They were to be used in completing the Normal University Building. The glass went into that Building and is there now. (Record pp. 48, 81, 84, 101, 102, 103, 106, 107, 111, 120.)

In such a case, the court will examine the record with much scrutiny and prevent the Defendant from paying for goods which he never enjoyed except upon the most undoubted obligation and a full compliance with all the terms of the law.

XI. The jury should not have taken the pass-books and freight bills with them whan they retired to consider of their verdict.

The books, especially, were not such documents as are contemplated in the 20th section of the practice act. The pass-books can in no sense be considered "*papers.*" One of them contains 13, the other 34 pages of charges. In Rawson vs. Curtis, et al. 19 Ill., 456, the court say that this section "contemplates nothing more than patents, deeds, notes, and such like papers, "used as evidence."

These books are not only not papers, as contemplated by the 20th section of the practice act, but they were not "used as evidence." They are the evidence themselves, if there was any, of their contents. The destinction is clearly made in Rawson, vs. Curtis, et al.

The 30th section of the practice act is as follows: "Papers read in evidence, though not under seal, may be carried from the bar by the jury."

Scates T. & B's., Comp. Stat. Ill., p. 261.

The negative of this proposition must be considered the law, to-wit: that papers *not* read in evidence can not be carried from the bar by the jury.

Neither these pass-books, nor the freight bills nor either of them, nor any part thereof was read in evidence, nor offered to be read; nor was the reading of them or any part thereof waived by the Defendant.

No witness swore to a single item contained in the books, nor to the amount of the books, or either of them, or gave the price

of a single item. The jury were totally ignorant of the contents of the books till they retired to consider of their verdict. They had not been "used as evidence," and were no evidence to the jury till they had retired. Had the books been read, the charges of irregular date, the double charges, charges for merchandise, for sundries, the amounts brought over, and the amounts brought over and items charged on the attached leaf, and the goods obviously not necessary for the completion of the building, would all have been discovered by the Defendant, and objected to. True, the Plaintiffs' counsel, in their argument, told the jury what the books amounted to; and it was because counsel *told* the jury what was essential for them to know by *proof* that Defendant asked his 4th instruction.

For the reason, therefore, that the books were not read, nor the reading thereof waived, they should not have been given to the jury when they retired to consider their verdict.

These books were lengthy, not like the indorsement on a note, which the jury could comprehend at a glance.

The language of the Statute must be strictly construed.

W. M. HATCH,
Atty. for Plaintiff in Error.

68

CHARLES E. HOVEY,

Plaintiff in Error.

—vs.—

R. THOMPSON & CO.,

Defendants in Error.

Plaintiff's Points and Authorities.

Filed March 31. 1865
L Leland Clk

STATE OF ILLINOIS.

Supreme Court, Third Grand Division.

APRIL TERM, A. D., 1865.

CHARLES E. HOVEY, Plaintiff in Error. } In Assumpsit.
—VS—
R. THOMPSON & CO., Defen'dts in Error. } Error to McLean.

PAGE OF RECORD.

ABSTRACT OF RECORD.

1 & 2 Summons and return.

3 & 4 Declaration consisting of common counts only, together with an account claiming $3000 for Goods, Wares, Merchandise, Drugs, Oils, Glass, &c., &c.

$3,000 for work, labor and material.

$3,000 for money paid out.

$3,000 for Interest.

$3,000 for balance due on account stated.

5 Rule to plead.

5 General issue and joinder therein.

6 & 7 Defendant pleads thirdly in bar, "that if he ever agreed to pay or be responsible for the goods sued for in said declaration, (which defendent expressly denies,) it was in manner following, to-wit: Defendant was one of the Board of Education of the State of Illinois, and one of the building committee having in charge to some extent the construction of the Normal University building, belonging to and being constructed by said Board.

One Thomas H. Soper was one of the contractors in the construction of the said University building. The goods sued for in said declaration were sold and delivered, if to any one, to said Soper. If Defendant ever made any agreement about paying for said goods so delivered to said Soper, he agreed as agent for said Board of Education, and in that capacity only. And Plaintiffs well knew that Defendant was acting as agent of the Board at the time; that said Board of Education would pay for said goods so delivered to said Soper, PROVIDED said Soper did not pay for the same. And Defendant further says that such promise or agreement was not in writing, signed by him, the Defendant, nor was there any memorandum or note of said contract, promise or agreement, in writing, signed by Defendant or by any other person, thereunto by the Defendant lawfully authorized. And this the Defendant is ready to verify, wherefore he prays judgment, &c.

7 & 8 Defendant pleads fourthly in bar, "that if he ever agreed to pay for any goods which Plaintiff might deliver to one Thomas H. Soper, either personally or as agent for the "Board of Education of the State of Illinois," which he denies, he cancelled that agreement by notifying the Plaintiffs that neither he personally, nor the said Board of Education would be responsible for, and would not pay for any more goods which Plaintiffs might deliver to said Soper. And Defendant avers that Plaintiffss continued to sell and deliver goods to said Soper, to the amount of $1,200 after Defendant had notified them

PAGE OF RECORD. that neither he personally, nor the said Board of Education, would pay or cause to be paid for, any more goods which Plaintiffs might choose to sell said Soper. And this the Defendant is ready to verify, wherefore he prays judgment, &c."

8 & 9 Motion to continue because Plaintiffs had not filed a bill of particulars. Denied.

9 Plaintiffs, on motion, ordered to file a bill of items of their account.

Bill of items in which Plaintiffs charge Defendant to the amount of $2,080.88, and give Defendant credit thereon for $1,311.77.

43 In this bill of items, the glass in controversy is charged of date May 24th, 1861, amounting to $435; freight $79, and Plaintiffs commission $51.40.

45 Credits in Plaintiffs bill of items, as follows:

"1857, AMOUNT CREDITED.

June 28th.—By check, ...	$ 6.40
1859.—May 28th.—By cash, ...	22.50
Dec. 15th.— " Tuition, ...	7.50
1860.—Aug. 4th.— " Check, ...	96.20
1861.—March 1st.— " order on Board of Education, ...	1,121.07
April 29th.— " Check on Chicago, ...	58.10
	$1,311.77"

45 Continuance.

46 Trial. Verdict of Jury for Plaintiffs. Damages $759.58. Motion to set aside and for a new trial.

47 Motion for new trial denied. Ruling of court excepted to. Judgment.

48 TESTIMONY OF DAVID GILLESPIE.

[redacted]

49

49 Plaintiffs then offered the Pass-books in evidence to which Defendant, by his attorney, objected. Court overruled objection and Defendant excepted.

(Said Pass-books were in pages, words, and figures, as follows, to-wit: Clerk.)

Endorsement on cover of first Pass-book: "R. Thompson & Co., Bloomington."

On inside of said cover: "C. E. Hovey, per M. Soper, to R. Thompson & Co."

[All writing in small caps and figures in full face, are in red ink in the original manuscript.—COMP.]

50 (Entries herein made in red ink, are made in lead pencil on the original. Clerk.),

[1st Page.] 1861.

Jan. 2.—Difference in Brushes,	$ 1.40
3 bottles Porter, 25	75
1 gallon B. Fluid,	75
4–3 bots. Porter, 25	75
5–Sundry Drugs,	25
3 bots. Porter. 25	75
2 " Catawba brandy, 125,	2.50
1 " Olive Oil,	75
9–1 gallon Burning Fluid,	75
1 bottle Cocoaine,	50
11–2 gallons Alcohol, 75,	1.50
1 " B. Fluid,	75
1 " Copal Varnish,	2.50
5 lbs. Gum Shellac, 70	3.50
12–1 bottle Olive Oil,	40
1 " Cocoaine,	50
3 gallons Copal Varnish, 2,50	7.50
1 bottle Sloan's Ointment,	50
½ lb. Licorice,	25
	$26.55
(2nd Page.) Amount brought up	26.55
Jan. 15 ½ Gal. B. Fluid 75	1.13
½ lb Salt Peter (pure) 30	15
2 Cakes Soap 25	50
51 India Rubber Bands	20
16–44 Galls Boiled Oil 90	39.60
21–1 Fine comb	75
5 lbs Shellac 75	3.75
10 " White Rosin 10	1.00
3½ Galls Alcohol 75	2.63
22–1 " Fluid	75
23–1 Kerosene Lamp	1.50
1 Bot. Castor Oil	15
1 Qt. Holland Gin & Bot.	30
½ lb Powd. Charcoal & ,,	40
24–Sundries	50
25–Salve	25
Linament	50
3 Bots Porter	75
24–1 Gal B Fluid	75
1 Cigar case 84 21	1.50
	5-10-5
(Page 3.) Amount brought up	84.21
29–31 lbs Glue 25	7.75
1 Cake Castile Soap	10
30–1 Bot Cocoaine	50
I " Ind Ink	25

[All writing in small caps and figures in full face, are in red ink in the original manuscript.—COMP.]

PAGE OF RECORD.		
	31–1 Gal. B. Fluid	75
	1 Box Salve for men	25
	Castile Soap	10
	Box Ayers Pills	25
	Feb. —½ Gal B. Fluid	25
	1 Bot. Catawba Brandy	1.25
52	Laudanum & alcohol &c	15
	4–1 Pt Holland Gin & Bot	50
	2 Casks Glycerine Soap	50
	4–2 Gall alcohol 75	1.50
	10 " Turpentine 75	7.50
	2 lbs Litharge	25
	2 " Sugar Lead	25
	1 Oz. Chinese Vermilion	25
	5–1 Gal B. Fluid	75
	7–½ Whale oil 105.21	50
	(Page 4.) Feby 8, 1861.	
	Amount Brought over	$108.21
	1 Gal Kerosene oil	1.20
	9th–1 Bot Ayers' Pectoral	1.00
	1 Cake Soap	10
	1 Gal B. Fluid	75
	11–7 lbs Yellow Ochre 5	35
	2 " Ven Red	16
	½ " Chrome Yellow	20
	12–Prescription for Gillespie	40
	14–1½ Gal B Fluid	1.15
	15–Cocoaine	50
	½ lb Ext. Licorice	25
	21–1 Gal B. Fluid	75
	1 Gal B. Fluid	75
	23–Bot. Prepared Hair Oil	35
	26–Box Hair Pins, Rubber	25
53	—Puff comb	15
	—Round "	15
	—Bot. Wood's H. Restorative	1.00
	—Qt Port Wine	1.20
		118.87
	1861	118.87
	(Page 5.) Feby. 27–To 1 Gal B Fluid	75
	" 28– " 3 Paint Brushes	4.30
	" 6 Sash tools	1.20
	" Cough Bal & Candy	50
		125.62
	March " 5 lbs Shellac 75	3.75
	3 " Litharge	38
	3 " Umber 20	60
	2 Boxes Glass 12x24 425	8.50
	2 " " 12x24	12.75
	1 Gal B. Fluid	75

PAGE OF RECORD. (Page 6.) [One blank Page.]

(Page 7.) 1861.

Mar. 1—To Mdse 13.23

54 1— " " 12.75

4—Hair Brush 1.25

"—Tooth " and Paste 50

"—Comb 20

"—Mdse per Anderson 40

"— " for child'n 25

"—Chimney & Brush 25

"—½ Doz Papers Mustard 50

"—Hair Gloves 1.00

"—2 lbs Bt. Umber 50

"—3 " Paris Green 1.20

"—3 " Chrome " 90

"—28 " Whiting 84

"—¼ " India Red 06

"—1 Paper Worm tea 25

8—1 Prescription 65

"—Brandy Gin &c 1.10

36 78

BROUGHT OVER, **36 78**

(Page 8.)

9—½ Gal Kerosene Oil 60

1½ " B. Fluid 1.10

Pills 1.00

10—Dyes for Ball 50

11—2 Cases Glycerine Soap 50

55 Box Cigars 3.00

Peppermint drops 35

13—1 Chimney 15

16—1 Bot Olive oil 65

1 " Oil Bergamot 10

2 Gal B Fluid 1.40

½ lb Licorice 25

18—Am. Sherry per Anderson 50

16—1 Qt. Alcohol 20

19—4 Boxes Glass 3 ..... 12.00

14 lbs Whiting 92

1 Gal Alcohol 70

11 " Linseed oil 9.90

1 " Kerosene " 1.20

20—33 lbs Putty 6 ..... 2.10

73.40

3.71

(Page 9.) 1861. BROUGHT UP, **73.40**

Mar. 20—1 Box 9x14 80

" 22—14 lbs Yellow Ochre 5 70

" "—¼ lb Chrome Yellow 40 10

" 23—6 Gal Turpentine 75 ..... 4.50

PAGE OF RECORD.

	" "—3 " Tar. Varnish 2.50	7.50
	" "—2 Varnish brushes 95	1.30
	" "—1 Sloan's Ointment	50
	" 25—3 lbs White Glue 35	1.05
	—2 " " Lead dry	22
	—1 " Rose Pink	20
	—½ " Red Licorice	12
	" 26—5 lbs W. Lead	55
56	—¼ " Cinnamon	15
	" 29—2 Gals Burning Fluid	1.50
	" 30—½ " " "	38
	April 1st—Catawba Brandy	1.25
	—Shade	25
	2—Varnish Brush	65
	—1 Bot Olive Oil	65
		95.69
	Brought Over,	**95 69**
	(Page 10.) Apr. 3—6 Galls Raw oil 90	5.40
	Apr. —3 " Turpentine 75	2.25
	" —1 Putty Knife	25
	" —2 lbs Bt Umber	50
	" —1 " Raw do	20
	" 4—½ lb Elm Bark	20
	" "—Lamp Wick	15
	" 5—1 Prescription	65
	" "—1 Bot Ammonia	10
	" 6— Pumice Stone &c	40
	" "—1 Gal Alcohol	75
	" "—Indian Red	10
	" "—2 oz Best Brandy	10
	" "—Package Farina	25
	" "—Gold Bronze	50
	" "...Purse for Ball	50
	" "—4 lbs Litharge, 12½	50
57	" "—2 Qts Gin & Bot	75
	" "—2 Papers Paints	25
	" "—38 lbs Putty—Bladder 5	1.90
		111.45
	(Page 11.) Apr 12...1 Gal B Fluid	75
	Apr 11...25 lbs Whiting 3	75
	" "—Picks & long Chimney	20
	" "...54½ Putty in Bladder, 5½	2.90
	" 13—Chrome Yellow & Ven Red	17
	" "...41 Galls L S Oil, 90	36.90
	" "—100 lbs whiting	3.00
	" "...55 " Whiting 3	1.65
	" "...10 " Litharge 12	1.20
	" "...2 Papers Paints	25
	" 18...1 Gall B. Fluid	70
	" 19...2 I. R. Balls	60

PAGE OF RECORD.

	" "...2 Brushes	20
	" "...2 Galls Varnish	5.00
	" "...1 Bot Rhubarb Wine	75
	" 25...Medicine per Mr Ball	50
	" 26...1½ Galls B Fluid, 70	1.05
	" 30...Chimney	15
	May 4...1 Gall Turpentine	1.00
		169 31
		1 55
		169 36

BROUGHT OVER,

(Page 12.) 1861,

38	May 4th—1 Gal Fluid	75
	—½ Doz Glycerine Soaps	1.00
	—2 lbs Venetian Red	15
	6th—1 Bot Catawba Brandy	1.25
	7th—1 " " "	1.25
	—1 " Rhubarb Wine	75
	8th—1 " " " Anderson	75
	11th—1 Bot Olive Oil	40
	—Nit. Silver	5
	—Medicine for men	20
	—Gal Fluid	75
	16—Gall Alcohol	80
	18—Gall Fluid	75
	21—1 I. R. Set	3.25
	—2 Papers Con Powd	1.00
	—1 Ladys Purse	1.25
	22—Pres for Ball	50
		183.21
		1,76
		183.21

BROUGHT UP,

	(Page 13.) —½ lb Licorice	25
	—Salts & Senna	10
	—2 oz Canary Seed	65
	24—Sundry Drugs	80
	27—½ Doz Scotch Ale	1.50
	29—1 " " "	3.00
	—1 Box Segars	3.25
39	June 1st.—Prescription	65
	—1 Gall B. Fluid	75
	7th—1 Pass-book & Borax	80
		5

(Page 1.) [Pass-Book without cover.—CLERK.]

Amount brot up,	46.69
Dec. 28—2½ Galls Fluid, 80	2.00
—1 Bot. Sweet oil	10

1860.

Jan. 2...2 Boxes Pills	50
3...1 Box Ayer's Pectoral	1.00

PAGE OF RECORD,

—1 " Cocoine 50
6...1 lb Ext Licoriee 40
6...1 " Patent Dross, 20 ..... 1.20
...1 Bot Cocoine 50
...3 I R Squares 10
10...Camphor Soap 25
3 Lights Glass 30
2½ Galls Fluid 1.88
1 Box Holioway's Ointment 25
Salts 05
½ Pt Oil, Sweet, & Bot 20

1860.

(Page 2.) Amount brot over ..... 10.2—
Jan 16...1 Bot Castor Oil 15
...Camomile Flowers 10
...Chloroform, 1 oz 20
...Rubber Comb 50
...Gum Shellac 10
...Rubber Ring 10
Jan 20...1 Gall Ref'd Whalo Oil 1.20
...1 Oil Cask 2.00
...1 Alcohol Bbl 75
...1 Bot Wood's Hair Rest 1.00
...1 lb Liquorice 40
...1 Bunch Lamp Wick 10
...2 Galls B Fluid 1.60
...½ " Ref'd Whale Oil 60
...2 lbs Farina 4C
...Magnesia .....

1860.

(Page 3.) Amount brought up, ... 19.55
Jan. 26...1 I R Pump Syringe 3.50
...1 Bot Best Port Wine 1.00
...1 oz Rhue 15
...1 Cake Soap 25
28...¼ Yd. oil Silk 35
Feb. 2....Bot Ayers Pectoral 1.00
...2 lbs Farina 25
...2½ Galls Fluid 1.88
60 7....1 Box Seidlitz Powders 25
...1 oz Rhubarb 20
...Salts 5 Senna 5 10
9...1 Diamond 7.50
11...½ Beeswax 20
11...Senna & Salts 20
11...1 lb Farini 15

BROUGHT OVER, 36 51
(Page 4.) Feb. 13...To 9 Papers Glaziers Paints 15 90
14...To 10 lbs Whiting 4 40
16... " 2½ Galls Fluid 75 ..... 1.88

18	...½ lbs Cream Tartar	25
	...Epsom Salts	10
	...Court Plaster	05
	...Senna	05
	...Camomile Flowers	10
20	...1 Diamond	5.00
	...1 Paper Lamp Black	05
	.. 1 Putty Knife	25
	...¼ lb Gum Arabic	20
	...1 C. H. Brush	10
22	...2 lbs Farina	25
	...1 Putty Knife..	25
		46.34
	BROUGHT UP,	**46.34**
(Page 5.) Feb. 23	...1 Bot Cocoine	50
	...2 Boxes Seidlitz Powds	50
61	...1 Bot Mustang Liament	25
	...2 lbs Oat Meal, 15	30
24th	...10 lbs Whiting, 4c	40
	...1 Bot Gargling Oil	1.00
	...1 lb Farina	15
	...½ Gall Ref'd Whale Oil	60
25th	...½ " Neats foot Oil	75
28th	...51½ lbs Putty, 5	2.58
	...2 Galls Fluid, 75	1.50
	...Magnesia	10
	...Soap	20
	...Soda 5 Cream Tartar 25	30
	...1 lb Licorice	40
		55.87
	BROUGHT OVER,	**55.87**
(Page 6.) Mar. 3	...20 lbs Putty 5	1.00
	...10 lbs Whiting 4	40
	...2 " Hops 35	70
5th	...Magnesia & Slippery Elm	30
6th	...India Ink	50
	...Ointment	10
9th	...4 lbs Patent Drugs 20	80
	...8 " Litharge 12	96
	...4 " Farini 12½	50
10	...Sulphur	20
	...Licorice	10
	...Box Ointment	15
12	...Sherry Wine & Bot	60
62	...Peruvian Bark	15
	...Camomile	20
13	...9 B bls iron b'd	6.00
		68 53

PAGE OF RECORD. Brought Up, 68 83

(Page 7.) Mar. 13.. Olive Oil 5 Adhesive Plaster.....
...Slippery Elm 15.....
...Bergamot 15..... 1.05
...2 Galls Fluid 75..... 1.50
...1 " W. B. Whale Oil..... 1.20

72 28

24...1 Bot Olive Oil..... 40
...Lenna 5 Salts 5..... 10
...Camphor..... 10
27...2½ Galls Alcohol 8..... 2,00
.. 2 Boxes Seidlitz Powders..... 50
24...20 lbs Gum Shellac 55.....11.00
...3 Paint Brushes..... 3.00
...2 Sash Brushes 20..... 40
...2 Bots Ayers' Sassass..... 2.00
...2½ Galls Alcohol 80..... 2.00

21 50

21 50

(Page 8.) Mar. 19...20 lbs Red Lead 11½..... 2.30
...4 lbs Chrome Yellow..... 1.50
...4 Boxes Pills..... 1.00
63 20...4 lbs Umber in oil 30..... 1.20
...4 " White Lead dry 12½..... 50
...1 Large Spatular..... 1.00
...Windsor Soap..... 40
...1 Bot Ayers Sarsap..... 1.00
21...2 Galls Japan Varnish..... 3.00
...1 lb Licorice..... 40
...1 " Hops..... 40
28...1 Pt. Best Brandy..... 1.00
...1 Breast Bump..... 1.25
...2 lbs Oat Meal..... 25
...2 " Farini..... 25
...1 Box Med. H. Pills..... .62½
...½ lb Burgundy Pitch.....37.92 35

(Page 9.) March 28th. 57 92
...8 Galls Alcohol..... 6.00
...2½ " Fluid Correeted..... 1.88
...Sperm..... 30
29.. 10 Galls Turpentine 80..... 8.00
...2½ " Japan 1.10..... 3.75
30...8 lbs Shellac 65..... 5 20
April 5...8 Galls Alcohol 75..... 5.00
...1 Bbl 1.00
...40 Galls Linseed Oil 90.....36.00
...2 lbs Shellac 70..... 1.40
...1 Bot Ayers Sassass..... 1.00

PAGE OF RECORD,			
		...1 Bot " Substitute	1.00
		...½ " Sweet Oil	20
64	9	...1 Bot Substitute	1.00
		...10 lbs Rosin	50
		...5 " Ven Red	30
			112 07
	(Page 10.) April 11th.		
		...Lamp-black & Oil per Soper's order	5.00
		...10 lbs Shellac 75	7.50
		...25 " Rosin 5	1.25
		...Con. Powders	2.00
		...Sloan's Ointment	50
		...2½ Galls Japan 150	3.75
		...2½ Galls Alcohol 75	1.88
	14	...2 " Fluid	I.50
		...I Bot Glive Oil	75
		...1 " " 75	
		...1 " Cocoaine 50	
		...4 Boxes Ayers Pills 1.00	2.25
		...12 lbs Putty 7	84
	20	...1 lb Cream Tartar	60
		...½ " Soda	05
		...Oil Bergamot	10
			140.04
			64
			140.04
	(Page 11.)		
		...Lamp Wick	10
		...Camphor	20
	April 20	...10 lbs Shellack 75	7.50
		...8 Galls Alcohol 75	6.00
65		...25 lbs Rosin 5	1.22
	21	...FARINA	45
	May 2d	...6 lbs Putty 6	36
		...1 Hair Brush	90
		...1 Tooth "	25
		...2 Pocket Combs 10	20
	4	...2½ Galls Fluid 75	1,88
	5	...25 lbs Putty 7	1.75
		...25 " Whiting	1.25
		...1 Bot. Spaulding's Glue	25
	7	...10 lbs Shellac 75	7.50
		...1 oz Tartar	60
		...2 Galls Alcohol 75	2.25
			172.83
	1860		
	(Page 12.) May 8	...½ lb Tartaric Acid	50
		...½ lb Elm	20
	10	...5 lbs Shellac 75	3.75
		...1 Bot. Ayers Sassass	1.00
		...1 Sash tool	15
	12	...2 lbs Farina	25

PAGE OF RECORD.

		...2 Papers Farina	——
		...1 Tooth Brush	25
	14	...10 lbs Shellac 62	7.50
		...10 " Rosin 5	50
		...4 Galls Alcohol 62 4.50	12.50
	15	...1 lb Hops 40	40
		...½ " Licorice	20
		...1 Qt. Neats foot oil	35
66		...1 Hair Brush	1.00
		...1 Redding Comb	40
		...1 Bot Hair Oil	25
			194 28

	1860.		**194 28**
	(Page 13.)		
	May 23	...1 Bot Cocoaine	50
		...4 oz Tartaric Acid	25
	23	...1 " Chloriform	20
	23	...8 Galls Alcohol	6.00
		...1 Bot. Linament	25
		...10 lbs Shellac	7.50
		...25 " Rosin 5	1.25
		...1 lb Elm Bark	40
	25	.1 Gall Whale Oil	1.00
		...4 oz Tartaric Acid	25
		...2 lbs Bird Seed	25
		...½ Gal Whale Oil	60
		...1 lb Farina	15
		...1 Bot Castor Oil	10
	30	...1 Box 14x12 Glass	4.50
		...2 lbs Farina	25
			217 73

	(Page 14.)		**217 73**
		...2½ Galls Fluid 75	1.88
		...1 Box Pills	25
		...1 lb Elm Bark,	40
	June 2d	...1 Breast Pump	1.50
67		...5 lbs Gum Shellac	3.75
	2	...1 lb Farina	15
		...4 Boxes Salve	25
		...Soda 10 Acid 50 Ex Lemon 25	85
		...2 Boxes 13x12 4.50	9.00
	5	...1 lb Soda	10
		...1 " Cream Tartar	60
		...5 " Farina	65
	6	...2 " "	25
		...½ " Elm Bark	20
	11	...1 " Calomel	1.50
		...1 Bot Olive Oil	75
		...1 Box Ointment 240.04	20
		83	
			240.04

PAGE OF RECORD, (Page 15.)...½ lb Tartaric Acid..... 50
16...10 " Burnt Umber in Oil 20..... 3.00
...1 Gal Fluid..... 75
...Olive Oil & Oil Bergamot..... 60
18...20½ lbs Putty 6..... 1.23
19...3 Galls Alcohol 75..... 2.25
...100 lbs Putty..... 5.50
22...4 " Farina..... 50
...2 " Tartaric Acid 100..... 2.00
...1 Bot Ext Lemon..... 25
...Corks..... 05
...1 lb Sulphur..... 15
...1 Box Ayers Pills..... 1.00
23.. 2 Bot. Lemon..... 50
68 ...½ lb Licorice..... 20
...¼ Elm..... 10
...½ Gall B. Fluid.....259 02 40
53

(Page 16.) 259 02
June 25...10 lbs Asphaltum..... 1.00
26...1 Bot Linden's Mix..... 75
...1 " Ess Peppermint..... 10
27...2 Paint Brushes 1.15..... 2.30
...I Small Brush..... 10
28...2 lbs Soda..... 20
July 1st...2 " Farina..... 25
2...10 Galls Turpentine 75..... 7.50
...2 Brushes..... 30
...5 lbs Shellac 75..... 3.75
...1 Bot Cocoaine..... 50
...1 oz Cloroform..... 15
5...1½ Galls Burning Fluid..... 1.15
...1 lb Farina..... 13
...½ " Camphor..... 40
...½ " Ammonia..... 13
...1 Bottle.....277 78... 05

(Page 17.) 1860. 277 78
July 9th...2½ Galls Japan 150..... 3.75
10...2 Paint Brushes 1.60..... 3.20
...3 Paint Brushes 8½ O. K. 1.60..... 4.80
...3 Paint Brushes 8½ extra 1.46..... 4.20
...6 Sash Tools 15..... 90
69 ...3 Varnish Brushes 65..... 1.95
...10 lbs Gum Shellac 70..... 7.50
...1 set Graining Combs..... 1.75
...4 Galls Alcohol 75..... 3.00
...Blb 100 44 Galls Linseed Oil 90.....40.60
... " 2 lbs Farina..... 25
11...1 Box Ayers Pills..... 25
16...1 Box Holloway's Pills..... 25

PAGE OF RECORD,

...Bbl 1.00 44½ Galls Turpentine 70.....30.75
17...1 lb Tartaric Acid..... 90
18...2 " Beeswax 25..... 70
382 53

382 53
(Page 18.) July 18...½ Gal Furnit Var 2.50..... 62
...¼ Gal Coach Var 3.50..... 88
...1 " Fluid..... 75
...½ lb Lamp Black..... 20
...½ " Elm..... 20
...5 Boxes Pills Ayers..... 1.00
20...Bot Thompson's Eye Wash..... 25
...Magnesia & Sulphur Acid..... 10
21...2 Bot. Olive Oil..... 80
...Oil Bergamot..... 20
...½ lb White Wax..... 40
...1 Flesh Brush..... 50
...1 Ayers' Sassass..... 1.00
23...Brandy & Castor Oil..... 1.00
...Shoulder Braces..... 1.50
...Brush..... 70
...Cocoaine..... 50
393 03

70 (page 19.) 1860. 393 03
July 25...To 1 Keg 1 10 Galls F. Varnish 2.50.....26.00
...1 Keg 1 20 Galls Oil 90.....19.00
...1 Qt. Bl'y Juice..... 1.00
...1 Bot Ginger Wine..... 50
...1 lb Soda..... 10
...1 Bot Dye's Cordial..... 25
26...Husbands Plaster..... 25
...Lint..... 20
27...5¼ lbs Paris Green 40..... 2.10
...Fluid 75 Can 50..... 1.25
28...4 Papers Farina..... 50
30...1 Var. Brush..... 75
.. 6 Sash Tools 15..... 90
Aug. 1st...1 Bot Strawberry..... 25
...5 lbs Paris Green 40..... 2.00
2...Varnish Brush..... 75
...Fluid Wick.....448 93 10

(Page 20.) 448 93
Aug. 6....35 Galls L. S. Oil 90.....31.50
...30 lbs Putty—bulk 5..... 1.50
...6 " Raw Senna 35..... 2.10
...¼ Elm Bark..... 10
...1 Bot Olive Oil..... 70
8...30 lbs Putty—bulk 5..... 1.50
...½ lb Tartaric Acid..... 50
...1 Bot Lemon..... 25

PAGE OF RECORD.		
71	...3½ Galls Fluid 75	2.63
	...1 Set Graining Combs	2.00
	...1 Box 9x16	3.25
	...20 lbs Putty 5	1.00
	11...100 lbs Ochre	5.00
	...2 Fitch Brushes	20
	...15 lbs Whiting 3	45
	...2 " Ref'd Lamp Black x 35	70
		502 31
		3 6
	(Page 21.) 1860.	502 31
	April 11...10 lbs Raw Scenna 20	2.00
	...6 " Yellow Wax 35	2.10
	...20 Galls Boiled Oil 90	18.00
	13...48 " Linseed Oil	43.20
	14...2 oz Catawba Brandy	20
	15...10 Galls Furniture Varnish 2.50	25.00
	...3 lbs Farina	38
	17...20 " Putty 5	1.00
	...Muriatic Acid	10
	...1 Bot Sloan's Ointment.	25
	18...5 Boxes Ayers Pills	1.00
	...2 B Comb	25
	20...1 oz Chloriform	20
	...5 Sheets Fly Paper	20
		96 24
	(Page 22.) C. E. Hovey, pr. Ball., Dr.	
		596 24
	21...6 Bunches Lamp Wick	50
	22...½ lb Tartaric Acid	50
	23...½ " Tartaric Acid	50
72	...1 lb Carb Soda	10
	...1 " Hops	30
	...½ Yard Oil Silk	30
	25...2 Galls B. Fluid	1 50
	...2 Bots Ginger wine	1.00
	...2 Qt. Blackberry	1.00
	...1 Bot Olive Oil	75
	...1 " Cocoaine	50
	...3 Sash Tools No 6 20	60
	...3 " " " 4 15	45
	27...44 Galls Linseed Oil 90	39.50
	...2 " Alcohol 80	1.60
	...1 " Ref'd Whale Oil	1.00
	...½ lb Licorice	15
		646 69
		646 69
	(Page 23.) 28...Rose Pink	10
	...Umber	13
	29...1 Tooth Brush	25

PAGE OF RECORD.

	31...1 Varnish Brush	1.50
	...1 Bot Ayers Sass	1.00
	...1 " Cherry Root	1.00
	...2 Dusters 50	1.00
	...1 Box 10x12 Glass	3.50
	Sept. 1st...Goods to Crifield	1.00
	3...3 lbs Tartaric Acid	1.00
	...Bot. Ext Lemon	25
	5...5 lbs Paris Green 40	2.00
	...1 Bot Ayers Restorative	1.00
73	...1 Bot India Ink	25
	7...3 Galls B. Fluid	2.25
	...1 Bot Catawba Brandy	1.25
	...½ lb Mustard	25
		644 47

664 47

(Page 24)	Sept. 11...½ Gal B Fluid	40
	12...1 lb Flax Seed	15
	13...5 " Farina 15	75
	...1 Bot Ayers Restorative	1.00
	—1 Bot Spaulding's Glue	25
	17th—1 Paint Brush, O. K	1.70
	—2 Varnish do 75	1.50
	—3 Sash Tools, 20	60
	—3 " " 4—15	45
	18th—½ lb Acid	50
	—1 " Soda	10
	—1 Cake Soap	25
	—1 Comb	20
	—1 Bot Ext Lemon	25
	20th—25 lbs Mineral Parish	1.25
	—25 " Whiting	1.00
	19th—1 " Emery Flour	25
		675 07

(Leaf attached to the foregoing one.—CLERK.)

	—1 Bbl Linseed oil	28.30
	—6 Galls Turpentine	4.50
	—3 Panes Glass 10x12–18	54
	—3 " " 11x21–20	60
	—1 " " 6x14	8
	—5 lbs Putty 7	35
74	—1 Bot Sweet Oil	30
	Nov. 28—4 Boxes Ayers Pills	1.00
	—4 " Holloway's Pills	1.00
	Dec. 6th—1 Gall Fluid	90
	—Lamp Wicks	10
	14—1 Gall B. Fluid	80

[ILLEGIBLE PENCILINGS.—CLERK.]

PAGE OF RECORD

[Second Page of attached leaf.—Clerk.]

	Amount brought over	40.44
Dec. 17	To 2½ Galls Fluid	2.00
	...Sweet Oil & Bot	45
	...1 Pane 11x21	20
	...Bot Castor Oil	15
	...Bot Ammonia	10
	..1½ oz Gum Camphor	10
21	...1 lb Salt Peter	25
	...1 " Soda	10
	...Magnesia	25
	...1 Bot Castor Oil	15
23	...¼ lb Canary Seed	10
24	...1 Box ANODINE	40
	...1 CAKE CAMPHOR SOAP	25
	...1 BOT AYERS RESTORATIVE	1.00
		675 07
75 (Page 25.) Sept. 20	...Bot Olive Oil	40
	...Med. for Dysentery	25
21	...23 lbs Fr. Ochre	1.25
	...1 " Ind Red	30
	...1 " Ven Red	08
	...Turpentine	10
	...½ Pt. Demor Var	25
	...¼ lb Orange Yellow	10
	...Licorice	10
	...Boiled Oil	20
22	...2 Galls B Fluid	1.50
	...1 Box Ayers Pills	25
24	...3 lbs Farina 15	45
	...1 Box Holloway's Pills	25
25	...3 lbs Farina 15	45
28	...20 Galls Linseed Oil 90	18.00
	...Barrel	1.00
		700 00
	(Page 26.)	700 00
27	...Bot Cocoaine	50
28	...¼ oz Phodophillin	30
	...Quinine	05
	...Spts Nitre	10
29	..Bot Catawba Brandy	1 25
	...½ lb Licorice	20
Oct. 2d	...2½ Galls B. Fluid	1.87
	...5 Boxes Pills Ayers'	1.00
	...5 lbs White Rosin 10	50
	...5 " Shellac 75	3.75
76 6	...½ lb Tartaric Acid	50
	...1 Bot Ext Lemon	25
8	...5 lbs Paris Green 40	2.00
9	...2 Galls Alcohol	1.50

...1 lb Chrome Yellow 40
11...10 Galls Turpentine 7.50
721 67
5

721 67

(Page 27.) Oct. 15...1 Bot Magnesia 50
...1 Cake Soap 25
...2½ Galls B. Fluid 1.88
16...Cold Cream 25
18...2 Panes Glass 18x21 60
19...46 Galls L. S. Oil 90 ..... 41.40
...1 Box 10x16 Glass 3.50
...1 Gal Japan 1.50
...1 Bot Ayers' Sassass 1.00
23...1 " Cocoaine 50
...½ lb Gum Arabic 13
...2 Bots Porter 25 50
...2 Galls B. Fluid 1.50
...2 Papers Mustard 20
24...3 lbs Chrome Green 30 90
...3 " Burnt Umber 25 75
...2 " Raw Umber 25 50

737 53

77 (Page 28.) Oct. 24...¼ lb Rose Pink 15
...2 Putty Knives 25 50
27...Badger & Blender 1.50
...Spatula 30
...2 Bot Porter 50
..1 Box 12x20 ..... 4.00
30...Po. Charcoal Gin & Bot 65
31...1 Gall B Fluid 75
...Olive Oil 40
...1 Pt. Camphor 20
Nov. ...25 lbs Yellow Ochre 5 ..... 1.25
...½ lb Mur. Acid 10
...1 " Red Lead 12
3...1 Gall B Fluid 75
...½ lb Tartaric Acid 50
6...2½ Galls Fluid 75 ..... 1.89
751 04

751 04

(Page 29.) Nov. 8, 1860...10 lbs Asphaltum 1.00
...2 Round Combs 30
9...10 Galls Turpentine 77 ..... 7.50
...½ lb Licorice 50 25
...2 Boxes Holloway's Pills 50
760 59
12...1 lb Hops 40
...3 lbs Farina 45
...1 Roll Isingglass Plaster 1.00

PAGE OF RECORD

78

13.. 4 Gall B. Fluid 75
...1 Varnish Brush 70
...2 Sash Tools 50
14...2 Galls Alcohol 1.50
15..1 Bot Ext Lemon 25
...1 Pt. S Gin Bot 50
...Soda 05
...1 lb Tartaric Acid 50

1860. **761 14**

(Page 30.) Nov. 16...Gall B Fluid 75
...3 Papers Mustard 25
...1 Ball Glycerine Soap 25
21...1 Gall B. Fluid 75
22...1½ " B. Fluid 1.13
...1 Bot Cocoaine 50
...Borax 5
27...1 Gall B. Fluid 75
...1 Bot Cocoaine 50
28...1 lb Tart Acid 1.00
...1 " Soda 10
1 Bot Ext Lemon 25
...1 oz Chloriform 20
29.. 1 Bot Catawba Wine 1.25
...Lemonade 10
...Alcohol 5
.. Cicutu 782 00

775 02

79 (Page 31.) Nov. 30, 1860.
...Bot Cocoaine 50
...Small Bot Olive Oil 40
Dec. 1st..1 Gall B Fluid 75
1...1 Bot Olive Oil—large 65
...Oil Bergamot 10
4...4 Boxes Glass 12x16 ..... 14.00
6...2 Galls Fluid 75 ..... 1.50
...3 Packs Mustard 25
...1 Box Anodyne 40
6...Medicine for Girl 50
...1 Bot Kennedy's Med. Discovery 1.00
7...¼ Elm Pulvis 10
8...Glycerine Soap 25
...½ Gall Fluid 38
8...Medicine for Girl 50
10...Cocoaine & Laudanum 60
...Sgr Squills & Oil Almond 15

787 05

787 05

(Page 32.) Dec. 11...1 Gall B Fluid 75
...¼4 Galls Boiled Oil 44.00
...Blb 1.00
15...2 Round Combs 15 30

PAGE OF RECORD

...1 Tooth Brush 25
...1 Bunch Tooth Picks 05
...1 lb Hops 50
...1 Gall B Fluid 75
...3 Papers Mustard 15 45
80 18...5 Boxes Ayers' Pills 1.00
...1 Gall B. Fluid 75
...1 Bot Olive Oil—large 75
22...46 Galls L. S. Oil 90 ..... 41.40
...10 " Turpentine 75 ..... 7.50
1 Gall B Fluid 75
...1 Bot Cocoaine 50

100 504
6

(Page 33.) Dec. 22...2 Round Combs 30
...Gum Guiol 10
...Orris Root & Gum Camphor 10
24...1 Bot Catawba Brandy 1.25
...1 Pnt. Holland Gin 40
...¼ lb Powd. Charcoal 15
28...1 Gall B. Fluid 75
29...1 Bot Olive Oil 40
...Oil Bergamot & Rose 20
31 ..1 Gall B. Fluid 75
...1 Bot Porter 75
...2 Paint Brushes 2.00
...6 Sash Tools 1.25
Jan. 2d, 1861...Difference in Brushes 1.40
...3 Bots Porter 25 75
...1 Gall B Fluid 75
...3 Bots Porter 75

1000
174

81 (Page 34.) Brot Forward, 991 97
July 2.—10 lbs Pat Dryer 1.50
Aug. 4.—Dys. Cord, Brandy &c 63
Mch. 31—Brandy & Sponge 1.35

787.05
103.34
46.97
72.28

1019.34
125.61

1145.99
40

1179.52
1127.07

58.45 to Cr.

PAGE OF RECORD

The witness further testified that Hovey and Soper settled on these
81 Pass-Books from time to time; that just before the Board of Education met, Hovey and Soper would get together and find out how much was due for goods, and Soper would give his order on the Board of Education for the amount. Most of these goods were delivered.—because I received them. Some of them went to families, and I had nothing to do with them.

82 Soper had made an arrangement to get some glass in Chicago, but it did not come. All parties were anxious to have the glass put in. Hovey had a good deal to do in superintending the construction of the building, and he told Soper he thought he could set some strings to pulling that would bring the glass. Hovey went to town several times to see about the glass, and said he had tried to borrow some money to buy the glass, but could not borrow it. One day he started off from the building and said he would go to Thompson's and see about the glass. After waiting some time for the glass to come, Hovey went to town to see about it, and come back and said that he had seen Thompson, who told him the glass ought to be there, as the invoices for it had come, and he, Thompson, expected it would be along in a few days. Some days after that the glass arrived at the Rail Road junction, near the building. We carried up some of the boxes ourselves, and the others were hauled up in a wagon. The boxes were all marked "R. T., & Co., Bloomington, Ill." The glass was put in-
83 to the Museum, in the Normal University. We made an estimate as to the value and cost of the glass, and the trade price made it worth $500, the freight included.

Plaintiffs were entitled to a commission of 2½ per cent. for buying and handling it. Subsequently Hovey told me that he might have to pay for the glass. The small orders which Soper had given to Hovey, were given back, he, Hovey, saying that he did not wish his name to appear in the transaction, and a large order given for eleven or twelve hundred dollars at Hovey's suggestion, and the Board of Education paid it. I don't know when R. Thompson & Co., got the order.

On being cross-examined, the witness testified: That the glass was ordered in March, 1861. He knew the goods noted in the Pass-books were sent to the Normal University Building, "because it was his duty to take them when they arrived, and enter them on Soper's books." The Pass-books do not show any settlement, there are no entries of credit on them, and they are not balanced up at all. Neither Soper
84 nor Hovey's name is on the first book or in it, as I know of. On the inside of the cover of the second book, is "C. E. Hovey, per T. H. Soper." What I mean by the settlement on the Pass-books is, that they ascertained from the books how much was due, and Soper gave his order to Hovey on the Board of Education for the amount. I have no prejudice against Hovey, but the University Building is built on lies I worked there three years for $75 and a coat. I trid to keep the men from hanging the glass; I did all I could to prevent it, but Hovey got round them and pursuaded them to hang it. It never would have been hung if the men had heeded my suggestion. If I had known as much as I do now, it never should have been hung. I would have taken it and carried it away myself. When Hovey told me he might have to pay for it, the glass, I told him I hoped he would, for the University had the Glass.

PAGE OF RECORD

About the time of the commencement of these transactions, Plaintiffs told Hovey that they would not credit the corporation or the Building Committee, but would credit him. This was about the time that goods began to be delivered to Soper.

85 Robert Park testified: That he was Freight Agent at the Western Depot. He was shown the freight bills for glass, consigned to Plaintiffs. They were pinned together, one over the other. Upon the first the name of "C. E. Hovey" was written over and upon the name "R. Thompson & Co., in the hand writing of witness' clerk. He did not know why it was written there. He thought Plaintiffs paid the freight, amounting to $79.22 cents, but was not certain. Hovey generally paid freight on everything that came for the Normal University.

Mr. Kittle testified: That he was in the employ of the Rail Road Company; that he took the glass mentioned in one of the freight bills, down on the railroad track, near the University Building, and unloaded it; that Soper took the other quantity away in a wagon; that one quantity was delivered about April 18th, other about April 11th, 1861. Boxes marked "R. Thompson & Co." He checked off the boxes and found them marked as stated on the freight Bills.—[Here following.]

(34.) Cash in all cases on delivery of goods.

Chicago, April 11, 1861.

Mr. Thompson & Co.,

To Jamos Robb and Chas. Congdon, Dr.,

For Freight from Chicago

86 Date——— On 46 Boxes W. Glass
Bill——— 1 Case " 3490 | 25 | 8 | 72
Car———
Hovey $79.02 | | 1 | 00
Cash 75, Back Charges | 47 | 47 | 11
Received payment for the Company | | 7 | 68

No. 67—— R. Parke. 64.61

Cash in all cases on delivery of goods.

Chicago, April 8, 1860.

R. Thompson & Co.,

To James Robb and Chas. Congdon, Dr.,

Date——
Bill——
84 Car——
For Freight from Chicago,
On 12 Boxes Glass, 790 | 25 | 1 | 00
Back Charges | | 12 | 44

Received payment for the Company 14.41

No 5. | R. Parke.

Mr. Young testified: That in 1860 and 1861, he was clerk for the Plaintiff; Hovey had an individual account there, and an account against himself, pr Soper; Hovey said let Soper have goods and he would be responsible for them; to keep a minute of it on Soper's Pass-books; I once took a bill to Hovey for such goods; he asked for time, and said the Board of Education would meet soon; he would
87 get the money for the goods. He went round and saw Plaintiffs and told them the same. They waited till after the Board met, and he paid the bill.

PAGE OF RECORD

Being cross-examined, witness was asked whether he remembered the delivering of any particular article of goods to Soper, which were charged on the Pass-books; he said he remembered a barrel of oil and a quantity of Turpentine. He could not say when they were delivered, because Soper got more than one barrel of oil, and more than one quantity of Turpentine. He had an impression that Hovey ordered other goods delivered to Soper, but had no definite memory about it; he had had no knowledge that all the goods on the Pass-books were delivered. He left the Plaintiffs employment February 1st, 1861, and knew nothing of these transactions after that time.

Mr. Marmon testified: That he was a druggist and R. Thompson & Co., were druggists; that it was worth ten per cent. commission to purchase and deliver glass; that in such cases they always guaranteed that the packages, when delivered, were in good order.

Here the Plaintiffs rested their case. The Defendant then introduced David Gillespie, and after proving the execution, read in evidence, the order drawn by T. H. Soper, on the Board of Education, as follows:

$1121.07. Bloomington, March 1st, 1861.

State Board of Education, Ills., pay Messrs. Thompson & Co., or order, the sum of Eleven Hundred Twenty-One Dollars and seven cents, and charge to account of Yours, &c.,

T. H. SOPER.

88 [Endorsed.] "R. Thompson & Co."

Gillespie testified that this was the order given by Soper when Hovey gave up all the smaller orders, and requested this one to be made in Plaintiff's name.

Defendant then read the deposition of George P. Rex, in words and figures, following:

100 Interrogatory 1st. What is your name and age and in what service are you engaged?

Ans: George P. Rex; am fifty years of age; am now Surgeon of the 33d Illinois Infantry Volunteers, in the military service of the United States.

101 Interrogatory 2d. Do you know the parties to the suit, stated in the foregoing notice? and do you know the Normal University Building, of the State of Illinois? do you know Thomas H. Soper?

Ans: I know the firm of R. Thompson & Co., doing business at Bloomington, Illinois, but not all the individuals of the same. I know the Defendant Charles E. Hovey, and the Normal University Building of the State of Illinois. I know Thomas H. Soper.

Interrogatory 3d. What, if anything, did said Soper, have to do in the construction of said University Building?

Ans: Said Soper was the contractor for doing the carpenters work, of said Building.

Interrogatory 4th. State what you know, if anything, about the Defendant, Hovey, having, at any time, ordered or requested said R. Thompson & Co., to sell or deliver goods of any kind, to said Soper, on the credit of said Hovey, or on the credit of any person, or corporation, and on whose?

102 Ans: I never heard the Defendant order or request said Thompson & Co., to sell or deliver goods of any kind to said Soper, on the credit of the Defendant, or otherwise.

PAGE OF RECORD

Interrogatory 5th. State, if you know, whether or not the Defendant ever notified the Plaintiffs, or either of them, to make out their bill against said Soper, and get his, Soper's order on any person, persons, or corporation, for the amount, and on whom?

Ans: I cannot state positively whether or not Defendant ever notified the Plaintiffs or either of them to make out their bill against said Soper, and get his order on any person, persons, or corporation. I directed the Defendant to notify all parties having claims against
103 said Soper to settle with said Soper and get an order on the Board of Education of the State of Illinois and I would pay the order. This was about the middle of February, 1861. Sometime afterwards R. Thompson & Co., brought me an order from Thomas H. Soper on the said Board of Education, dated March 1st, 1861, for $1121.07 which I paid.

Interrogatory 6th. State fully what was said when said Hovey requested the Plaintiffs to make out their bill against Soper, if you know any such request being given.

Ans: I know nothing of such request being made, except as before stated.

Interrogatory 7th. What if any thing was said between the parties, Plaintiffs and Defendant, at the time said Hovey requested Plaintiffs to make out their bill against said Soper, if he ever did make such a request, about Plaintiffs allowing said Soper to have any more goods on the credit of the Board of Education of the State of Illinois, or on the credit of any person or persons?

104 Ans: I cannot state anything concerning such a request, other than as before mentioned.

Interrogatory 8th. About when was said conversation, if there was such, and in what capacity was Defendant then acting, and in what capacity were you then acting?

Ans: I know nothing of such a conversation.

Interrogatory 9th. If Plaintiffs, or either of them, ever inquired of the Defendant or yourself, whether or not it would be safe to sell said Soper, glass or other goods on his own credit. State fully the conversation and when it was?

Ans: About the latter part of April, 1861, as near as I can state, I was walking with the Defendant, Hovey, on the street in Bloom-
105 ington, Illinois, near the store of R. Thompson & Co., when we met Mr. R. Thompson, of said firm, who said to Defendant, Hovey, that said Thomas H. Soper wanted a large bill of glass, and inquired of the defendant if he, Hovey, thought it would be safe to credit said Soper. Defendant, Hovey, replied that he, Thompson, knew as much of Soper's responsibility as he, Hovey, did, and must judge for himself whether or not it would do to trust him. Defendant, Hovey, then added, if it was my case, I should not be afraid to trust him. Hovey then said to said Thompson, that the Building Committee or Board of Education would not be responsible any further on said Soper's account.

Interrogatory 10th. State fully, any conversation between Plaintiffs or either of them and said Hovey, if you heard any such conversation, about the safety of the plaintiff's, or the prospect of their getting their pay should they sell goods to said Thomas H. Soper?

106 Ans: I have stated in answer to the 9th interrogatory, all I heard of such conversation or of anything upon the subject of such conversation.

PAGE OF RECORD

Interrogatory 11th. State whether this conversation, if there was such a conversation, was before, after, or at the time of the first conversation, and about when was this conversation?

Ans: This last conversation in reference to Soper's responsibility, was about the latter part of April, 1861.

Interrogatory 12th. State anything else you may know favorable to the defendant's cause as fully as if particularly interrogated thereto.

Ans: I acted as agent of the Board of Education of the State of Illinois when the transactions testified to by me occurred. I directed defendant, Hovey, to notify all parties who held claims against said Soper, that they must settle with Soper and get Soper's order, and not to trust him afterwards except upon his own responsibility.

107 Hovey told me he had given such notice to R. Thompson & Co., on or about the 1st day of March, 1861. After I had directed the defendant to serve such notice, I paid Charles Jones, a member of said firm, of R. Thompson & Co., the sum of $1121.07, on said Soper's order, dated March 1st, 1861. At the time of making said payment, Defendant Hovey was present with said Charles Jones and myself, in my room at the St. Nicholas Hotel, in Bloomington, Illinois, and remarked to said Jones, that this closed our transaction; to which remark said Jones assented.

CROSS EXAMINATION.

Interrogatory 1st. If in answer to the fourth interrogatory you shall say that you knew any thing about the Defendant having at any time ordered, or requested said R. Thompson & Co., to sell, or deliver goods of any kind to said Soper, on the credit of said Hovey, or on the credit of any person, persons or corporation, then state exactly

108 what you know, at the precise date you first knew it, and how you know it. If you know it from Hovey, state his exact words, or as near as you can, and tell who was then present, and which one of the members of R. Thompson & Co., if either was present. Was not the goods to be sold and charged to Hovey? And was not said goods charged by Plaintiffs to said Hovey?

Ans: I cannot state the time. Over a year or more before I paid R. Thompson & Co., as stated by me, I, as one of the Building Committee of the State Normal University, recollect that Defendant Hovey was authorized by said Committee to say to R. Thompson & Co., and others, if they would credit said Soper for goods necessary for completing the Normal Building, the Committee would see it was paid. My understanding was that the goods were to be charged to said Soper, and the Committee to pay the bill when they received the funds.

Interrogatory 2d. If in your reply to direct interrogatory five and

109 six, you shall say that you knew that the Defendant notified the Plaintiffs, or either of them, to make out their bill against any person, and get their order on any person, persons or corporation, you will then state what bill it was Hovey wanted the Plaintiffs to make out, and use said Hovey's words as near as you can. State exactly all Hovey said about it. When it took place, and which one of the Plaintiffs were present. State, if you know, to whom the articles, the bill of which Hovey wanted made out were sold, and to whom charged on the Plaintiffs' books, and how you know it. Were not said goods sold to Hovey and charged to Hovey?

PAGE OF RECORD

Ans: All I know about it is, I then acted as agent of the State Board of Education. C. E. Hovey was not then a member of the said Board of Education, but as he knew all about the transactions with Soper, and various persons in Bloomington, I directed him to
110 notify them all to get Soper's order on the Board of Education, and I would pay it. Hovey told me afterwards that he notified R. Thompson & Co. to make out their bill against Soper, for which the Building Committee were responsible, and afterwards Mr. Jones, of said firm of R. Thompson & Co., told me he had settled with Soper; presented his order and I paid it. I know nothing about the charges on Plaintiffs' books.

Interrogatory 3d. State the exact day that said Hovey notified Plaintiffs to make out said bill. If you shall say it was the 4th day of March, 1861, then state up to what time he wanted said bill made out, and if you should say he directed it to be made out up to the 1st day of March, 1861, then state why Hovey only ordered them to make out their bill till said 1st day of March, and not up till the 4th day of March, the day he notified them, and why was not this part of the Plaintiffs' claim between the 1st and 4th days of March, 1861, to be included in said bill. State if it is not true that only a part of
111 Plaintiffs' bill against Hovey was paid, and that there was a balance remaining unpaid at the time of said payment?

Ans: I do not know what day it was Hovey notified Plaintiffs to make out their bill against Soper. All I know is that R. Thompson & Co., settled with Soper to March 1st, 1861, and I paid the amount of his indebtedness. In regard to other questions in the last cross interrogatory, I repeat, that in one of the streets in Bloomington, Illinois, in April, 1861, while walking with C. E. Hovey we met R. Thompson, of the firm of R. Thompson & Co., who said to Hovey that Soper wanted a bill of glass, and would it do to trust him? This was after the settlement of R. Thompson & Co., with Soper. Hovey replied that Mr. Thompson must judge for himself as he knew as much about Soper as he did, but if it was his case he would trust
112 him, but that the Building Committee or Board of Education would not be responsible any further on Soper's account. No other persons were present at this conversation.

Interrogatory 4th. In your reply to the 7th direct interrogatory if you shall say you knew of anything being said at the time Hovey requested Plaintiffs to make out said bill, about not allowing said Soper to have any more goods on the credit of the Board of Education, of the State of Illinois, or on the credit of any other persons, then you will state exactly what Hovey said, and which one of the Plaintiffs if either was present, and if so where were they? Where did this conversation take place, and what was the occasion that led to the same?

Ans: My answer is that I have stated in my answer to the third cross interrogatory, all I know upon this subject, I have there stated all I recollect of the particulars of that conversation.

113 Interrogatory 5th. If you say you know anything about any conversation referred to in the ninth, tenth, and eleventh direct interrogatories then state them. State who were present at each conversation. What one of the Plaintiffs was present? Give the exact language used by the Plaintiffs in any conversation you may relate, and which of said Plaintiffs used such language, state where it was

PAGE OF RECORD and when it was. Was it not Hovey's responsibility and not Soper's that the Plaintiffs were inquiring about? Do you know of Plaintiffs selling Soper any goods, and charging them to said Soper, and if so when and how much?

Ans: I have in answer to the third cross interrogatory stated all the conversations that I can recollect. It was Soper's and not Hovey's responsibility the Plaintiffs were enquiring about. I know
114 that Soper had a pass book, and I know of his sending this book and ordering goods of R. Thompson & Co., and he complained to me how high R. Thompson & Co., charged him for every article they sold him. This was in the State Normal University, and the goods were for finishing said building, and was after I had paid Soper's order to R. Thompson & Co.

Interrogatory 6th. Do you know that the Plaintiffs made out any bill against Soper, in consequence of Hovey's notice? State what said bill contained. Describe any bill of goods made out pursuant to said notice. Was not said bill against Hovey? Was not the goods in said bill charged to Hovey on the Plaintiffs' books? Was not not said goods sold to Hovey, and on his credit only? Had Soper so far as the Plaintiffs were concerned, anything to do in the matter, and if so what? Where is said bill now, or when you last knew anything about it? Was it paid, and by whom?
115 Did you ever hear Hovey say it was correct?

Ans: After Defendant Hovey had told me he had notified the Plaintiffs and I had paid Soper's order to R. Thompson & Co., I settled with said Soper, and he exhibited to me a bill of goods from R. Thompson & Co., which I allowed in said settlement. My impression is that the bill was made out against Soper. I know nothing about Plaintiffs' books, nor to whom he charged the goods. I do not know where said bill is now. When I last saw it it was in the building of the State Normal University in Soper's hands. Never heard Hovey say anything about the bill being correct. Know nothing about purchases made by Hovey of Plaintiffs.

Interrogatory 7th. What, if anything, do you know about Hovey purchasing any goods, glass, liquors, &c., of said Plaintiffs?

116 Ans: As before stated, know nothing of purchases of goods made by Hovey of the Plaintiffs.

Interrogatory 8th. Was not this whole transaction between the Plaintiffs and Hovey; and had Soper anything to do with it except, perhaps, to receive the goods and select them? And was not said goods sold to Hovey and charged to him?

Ans: I know nothing about transactions between, except as I have here stated in these interrogatories. I know that I paid R. Thompson & Co. for goods on the order of T. H. Soper. Know nothing about the goods being sold, or charged to Defendant Hovey.

118 Defendant then introduced Walter M. Hatch, who testified that just before the meeting of the Board of Education of the State of Illinois, in December, 1863, Mr. Thompson, of the firm of R. Thompson & Co., asked witness if it would be any harm for him to present the bill for glass to the Board of Education, he Thompson, adding that the State of Illinois was better able to pay him, (or them,) for the glass than he (or they) were to lose it. Witness replied that he thought so too; and if he, Thompson thought the Board of Education ought to pay it, he better present the bill.

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While the said Board of Education were in session in December, 1863, in one of the rooms in the Ashley House in Bloomington, said Thompson appeared before the Board, and presented this bill of glass,
119 as witness supposes, for payment. He addressed the President, Mr. Moulton, and exhibited to him a paper, the contents of which witness did not see. He stood by the President, addressed him in a conversational tone. Witness sat from four to six feet from them, and gave attention to what was said, and thought he heard all that was said. Mr. Thompson on presenting the bill said, they had not been paid for the glass; that it was put into the Normal University, and was there now; that the Board had the Benefit of the glass. To which Mr. Moulton replied, that the Board had paid Soper for the glass, and would not, or could not, pay it again. Witness did not hear Hovey's name mentioned.

Defendant rested here; and the Plaintiffs then introduced Jesse Bishop, who testified that he went before the Board of Education with Mr. Thompson to present that bill. That he went with Thompson out to the University Building, and talked with some of the members individually, and spoke with Mr. Moulton also about it. That witness was present at same time Hatch testified about; that when the Board were in session, as stated by Mr. Hatch, Mr.
120 Thompson showed this bill for glass to Mr. Moulton, the President. Mr. Moulton wanted to know how it was. Mr. Thompson told him that Hovey ordered the glass to be delivered to Soper to be put into the Normal University Building; that it was delivered to Soper and was put into the University Building; that Hovey agreed to see it paid; that if the Board could not pay the bill, as such, he, Thompson, thought the Board might make him, (or them) some present or consideration, so that they need not lose it entirely; to which Moulton replied "let Hovey pay his own Bills;" if he had made himself responsible, let him pay the bill. Witness was not CERTAIN whether all this conversation took place in presence of the Board, at the meeting, or part of it with the individual members when they were not in session.

120 This was all the evidence.

The Plaintiffs then asked and the Court gave the following instructions marked 1 and 2.

121 [redacted]

Exceptions to the giving of Plaintiffs' instructions.

The Defendant then asked the following instructions marked 1, 2, 3 and 4:

The Court gave the 3d and 4th as asked, refused to give the 2d, and amended the first by inserting the following words, inclosed in parenthetic marks, "and credit given to Soper."

1st. If the jury believe from the evidence that the goods in controversy were purchased for Soper, and delivered to Soper, (and credit given to Soper,) and if they further believe from the evidence that the Defendant Hovey had agreed to be responsible for said goods, the jury are instructed that Hovey's said agreement to be responsible for said goods must have been in writing, signed by said

PAGE OF RECORD Hovey, or signed by some other person, lawfully authorized by said Hovey to sign for it.

2nd. The Plaintiffs admit a credit of $1311.77, and unless the Plaintiffs have proved a just claim against Hovey, of more than that amount the jury will find for the Defendant.

122 3d. The jury are further instructed that the Plaintiffs must make out their case by a preponderance of evidence.

4th. The statements of Plaintiffs ~~caused~~ as to the footing up of counsel the Pass-books are not evidence unless they have been sworn to by counsel, or some witness.

To which refusal of the Court to give the 1st and 2d instructions as asked and the giving of the first as amended by the Court, the Defendant then and there excepted.

123 Verdict of jury for $759.77.

123 Motion for new trial.

123 Overruled.

124 Excepted to.

124 Clerk's Certificate.

The errors assigned are:

1st. The Court erred in giving the Plaintiffs 1st instruction.

2nd. The Court erred in giving the Plaintiffs 2nd instruction.

3d. The Court erred in refusing to give the Defendants 2d instruction.

4th. The Court erred in refusing to give the Defendants 1st instruction as asked, and in giving it as amended by the Court.

5th. The Court erred in allowing the jury to take the Pass-books and the freight bills, or any of them to their room when they retired to make up their verdict.

6th. The vedict is manifestly against the evidence.

7th. The verdict is against the law.

8th. The Court erred in overruling said notion for a new trial.

9th. The Court erred in rendering judgment for the Plaintiffs, and in not rendering judgment for the Defendant.

W. M. HATCH.

Attorney for Plaintiffs in Error.

68 122

CHARLES E. HOVEY,

Plaintiff in Error,

—vs.—

R. THOMPSON & Co.,

Defendants in Error.

ABSTRACT OF RECORD.

For the Clerk=
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