No. 14810

Supreme Court of Illinois

Chiniquy

vs.

Delier E.

71641

STATE OF ILLINOIS.

SUPREME COURT,

THIRD GRAND DIVISION.

No. 149

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

["Gazette" Print, Kankakee City, Illinois.]

SUPREME COURT OF ILLINOIS.

THIRD GRAND DIVISION.

April Term, A. D. 1865.

CHARLES CHINIQUY, *Plaintiff in Appeal,*
vs.
LOUIS DELIERE, *Defendant in Appeal.*
} *Trespass on the case upon premises.—Appeal to Kankakee.*

ABSTRACT OF RECORD.

2 Precipe filed November 4th, 1863, and Summons issued.

4 Narr filed November 23rd, 1863, containing special Count on Promissory Note, and the Common Courts.

7 Copy of account sued on,

To money lent and advanced,	$400
" " paid, laid out, and expended,	400
" " had and received for use of Plaintiff,	400
" goods invoices and merchandise sold and delivered,	400
" Labor and services to wit, 4 years ending Nov. 1, '63	400
" To ballance due on account stated,	400

9 Plea filed December 16, 1863, of the general issue with special notice of set off—under the Statute.

12 Trial had by Jury, April 12th, 1864.

13 Jury disagreed, and discharged, and cause continued.

14 Dec. 7, 1864, Jury empanneled, trial proceeded with.

15 Verdict rendered in favor of Plaintiff Louis Deliere, for
16 $336—motion entered by Defendant for new trial.

17 December 19th, 1864, motion for new trial, overruled, and exception taken.

18 December 24, 1864, Appeal Bond filed.

19 Dec. 26, 1864, Bill of Exceptions filed.

20 Peter Hubert, sworn on part of Plaintiff, and testified as follows :

I live in St. Ann's, lived there 10 years, live in the Village, am acquainted with the Plaintiff to this suit. Saw Deliere work for Chiniquy, the Defendant rung the Church Bell and work, but did not take notice when he first began ; It was near five yeaas ago, as near as I can remember when I saw Deliere first at work ; He worked not quite five years as near as I can recollect ; I first saw him at work there in the fall ; I cannot tell the value of the work, cannot make another man's price ; I would not work for less than one dollar per day ; Chiniquy said once he was to pay 100 dollars per year for his Sexton ; Deliere was serving the Church at that time.

Cross-examination.

21 I came from New York, went first to St. Charles, Ills, my children, only one of them went to school there ; I go to almost every Church in St. Ann's, can't say which church I go to the most ; In 1859, I went to Chiniquy's Church, do not recollect certain, but think Chiniquy was away when Deliere first went there to work ; Don't know whether Chiniquy was in New York or Europe ; He was gone two months or more ; I live 12 rods from the Church ; Deliere rung the Bell some days 2 or 3 times, semetimes 5 or 6 times a day. He rung it through the week 3 times per day regularly ; He rung it so they might know when to begin work and when to quit I guess Chiniquy asked Deliere to work ; Wm. Augier asked Deliere at the first to work ; He told me so ; He did not take much time to ring the bell, a few minutes, a vroman or a child 10 or 12 years old could ring the Bell ; In 1859 wages for

laborers was worth from 75 cents to $1 25 per day. It was worth one dollar per day because Deliere had to stay there steady all the time; Deliere's family lived in the Church all
22 the time; Deliere had a girl almost fourteen or fifteen years old, strong and able to work; I know of Deliere working for other persons during this time; He worked for Chiniquy on his farm and in his garden, saw him work there, saw him start to go to work for others, but cannot tell who for, nor how many times; have seen him work; Have known Deliere for nine years or more, He worked on a farm before he went into the Church; He began to ring the bell sometime after he moved into the church; Chiniquy passed as the minister there; don't know who were the Trustees, think Deliere was paid when he worked for others; Deliere's wife and daughter often rang the bell when he was gone; Deliere had two or three rooms in good condition to live in, and a good kitchen in the basement of the Church; saw Deliere work all kinds of work for Chiniquy.

Re-examined.

Saw him work on Chiniquy's farm and in garden and doing chores about the house.

23 Anaclet Chartrand, sworn and says:

I live in St. Ann, six miles east of the village, have been acquainted with Chiniquy for eleven years, and with Deliere six or seven years; know of Deliere working for Chiniquy; saw him working for Chiniquy in 1859, and in 1858, in 1857 at several kinds of work with some other men who worked for Chiniquy, he worked there sometimes several days and then he worked some other place. In 1858, I cannot tell how much he worked for Chiniquy; In 1858 I was working in the Village and saw him work several times; Deliere worked for Chiniquy in 1859, saw him work in 1860; saw him work in 1861 and '2; I left the village in 1862, don't recollect whether Deliere worked that year or not—have no idea how long he worked, saw him work sometime for ————————; know of Deliere working at bell-ringing, &c.; he commenced in Novem-

ber 1858 or 1859, don't remember which it was ; it was worth at least one hundred dollars per year to ring the bell; I did that work once, I had one hundred dollars ; I had no rents to pay then; Chiniquy never told me what he was to pay De-
24 liere ; Mr. Deliere was living in my house, and when my year was up Deliere took my place in the Chapel ; Had no conversation with Chiniquy about getting Deliere in there ; I told Chiniquy that I had got Deliere to take my place, and Chiniquy said it was all right, that he needed somebody.

Cross-examined.

Have lived in St. Ann's nine or ten years, lived in Bourbonnais two years before ; I go to Baptist Church in St. Ann, went to Chiniquy's Church always until four years ago, go to Baptist Church since ; in 1859 Mr. Chiniquy was the minister of St. Ann's Church.

Deliere moved in the Church in June 1858, or 1859 ; never heard Chiniquy talk about hiring Deliere ; Deliere rung the bell three times a day regularly about five minutes each time, a boy about twelve years old might ring the bell, it was the same thing to ring the bell for the Protestants as for the
25 Catholics ; Deliere had to stay there steady ; don't know of him working anywhere else, except for Chiniquy in his garden ; I saw him working in the harvest, he had to have somebody in his place when working elsewhere ; do not know whether Deliere was working on farm in 1859 or not ; I did swear that Deliere was working for Chiniquy in 1859 or '58 ; nobody was present when I told Chiniquy I had got Deliere in my place in the Church ; I don't know whether it was in 1858 or 1859 ; Chiniquy answered that he was glad I had put somebody in the Church, as they needed somebody there I don't know exactly who was the officiating Minister at that time ; when Chiniquy was at home he was, was not present when Deliere first commenced ringing the bell, I saw him in November or December 1858 or 1859 ring the bell and fix the lamps.

26 Gilbert Perro, sworn and says :

Have known the parties eight or nine years, saw Deliere

work for Chiniquy; saw him when he was living in the Chapel, working in Chapel doing Chiniquy's work; I think it was in 1859 or 1860— was never present when Chiniquy made a bargain with Deliere; heard Chiniquy say once that he had hired Deliere to do the service of the Church; he said he was to pay him one hundred dollars a year; I cannot tell what it was worth; know of his working for Chiniquy, for other work in hay time, at fence, in 1859 or 1860, know of his working in 1861 at some work, also in 1862, and some work in hay and fences, and working corn in 1863.

Cross-examined.

Have lived in St. Ann's nine years; seven years in the Village lived, in Bourbonnais one year, came from Canada and
27 France; I left St. Ann's one year ago last Spring; it has been three years since I went to Chiniquy's Church; when he said he had hired Deliere, it was in meeting on Sunday after the forenoon service; Chiniquy was in the pulpit, Chiniquy asked the congregation to help him pay Deliere, Chiniquy said he had hired Deliere and he wanted the congregation to help pay him, that they might bring in chickens, wood, meat, and other things to help pay him; this was in a public address, cannot name who was there; don't know whether Achielle Chiniquy, Gustam Dernar, A Hubert, Louis Mercier, and others were there or not, these persons usually attended church there; Chidiquy said I have hired Deliere at the rate of one hundred dollars, and I expect you to help me pay him; it was to the advantage and benefit of Chiniquy's congregation to have the bell rung, the fires lighted, &c.; I was'nt a member, I went there but never gave anything; Deliere lived in the basement of the church; he moved away almost one yeor ago; Deliere was in Bever in 1857 and 1858; He was working on his farm in 1858; I don't recollect of Deliere saying the Trustees had hired him to take care of the Church &c.

28 J. B. Lemoine, sworn and says:

Am acquainted with the parties, know Deliere worked at the Church a long time; had a conversation with Chiniquy

before he left for England, the same year; I don't recollect whether at his house or in my office; I went there and Chiniquy said I have no money at present, not even enough to pay my poor Church Warden, Deliere.

Anseline Polillard, sworn and says:

I lived in St. Ann, came there in 1852; am acquainted with the parties; saw Deliere work for Chiniquy some time.

Cross-examined.

(Church record and accounts shown to witness), that is my
29 signature, saw Mr. Paradis, and Alaire write their names there. I think it is their signature; this book is the record of the Church at St. Anne.

Joseph Morin, sworn and says:

In 1849 I lived at Aroma. I lived in St. Anns in 1862 and '63. I know of Deliere working for Chiniquy. I don't know how long he worked; he worked in the Church; rung the bell, put the flag on the church, carried water to the church and lighted lamps; never heard any private conversation between Chiniquy and Deliere; Chiniquy told Deliere never to give the key of the church to any one else without asking him (Chiniquy.)

Viteline Deliere, sworn and says:

I lived at home most all the time, when Father lived in the church; he moved there in September; it is almost five years ago, we stayed there four years; Father worked for Chiniquy four years; rung the bell, swept the church, lighted the lamps and everything; when he was'nt there we had to put another in his place, if Father worked elsewhere, we had to do it every day; Father worked in Chiniquy's garden sometimes, and on the farm, but he (Chiniquy) paid him for that; did not see Chiniquy pay him; don't remember how much father worked for Chiniquy; Chiniquy told father he would give him one hundred dollars a year; did not hear it privately; it was said at a public meeting.

Cross-examined.

I am almost eighteen years of age; I think it was in September when father went there, Chiniquy was gone away when he went there, he had been gone a long time, about three months; Chartrand put father into the church, but Chiniquy wrote to put him in there; I did not see the letter but Chiniquy's hired man gave us the key; I think Chiniquy
31 wrote because they gave us the key.

I did not see them give father the key, but he came in the house with the key; the conversation with Chiniquy was in the church, father was there. I don't remember whether Achille Chiniquy, Gustav Demas, and others were there or not, there was a whole church full of people there, it was on Sunday, some of the congregation brought in presents for us, I cannot name them. Chiniquy paid father for working in the garden and on the farm, but not for working in the church.

Question.

How long did yeur father work for Chiniquy. He worked for him four years.

Octavia Deliere, sworn and says:

I was living at home all the time father was living in the church, he was there four years; he commenced in November, don't remember the year, he moved away from there one year next January, I don't know of Chiniquy's saying anything to father about his wages, only in the church. Father worked for Chiniquy in the garden and on the farm in
32 hay-time; don't know but do not think he worked every year.

Cross-examined.

Am sixteen years old; when father worked in the church Chiniquy was gone East to Europe, don't know how long he was gone; probably three or four months; Chartrand put father into the church; I know of members of the church

bringing meat and several things to father during the time he lived there, these things were brought in response to Chiniquy's appeal to the public to help pay father for ringing the bell, &c.; I am sure father had moved into the church and commenced ringing the bell before Chiniquy returned from the East.

Re-examined.

Don't know that Chiniquy paid father for other work outside the church work, but I suppose he did.

And that the said Defendant to maintain the said issue on his part, gave in evidence to the Jury.

Augustus Fouchier, sworn and says:

33 In 1859 lived in St. Ann's, am acquainted with the parties, know when Deliere moved into the church; it was in 1859; Achielle Chiniquy engaged him; the Trustees of the church were Achielle Chiniquy, Robillard, Abraham Peltir, and I think Mr Chiniquy, (the Defendant); Deliere came into the church while Chiniquy was away; he came in May, about two months before Chiniquy returned.

Question.

Were you present at the Publie meeting in St. Ann's, in the church, when Chiniquy spoke to the congregation about hiring Deliere for Church Warden; if so state all that Chini quy said.

Objected to by Plaintiff.

The Plaintiff by his Council then withdrew from the Jury all evidence of any public statement made by Chiniquy, and told the Court that the Plaintiff did not expect to recover from any statement made by Chiniquy to his congregation, the Court thereupon instructed the Jury that all evidence of public statements made by Chiniquy were withdrawn from the Jury, and should not be considered by them as they were not in evidence.

34 Defendant then withdrew the interrogation.

Stephen Racicot, sworn and says:

I live in Iroquois county, know the parties; have known Chiniquy twelve years, and Plaintiff seven or eight years; Deliere told me that he inquired about Chiniquy while he was in Europe; that he had good news from Chiniquy; that Chiniquy had sent him one hundred dollars; I asked him who hired him; he said he had no contract with Chiniquy, but with the Trustees; He said that Chiniquy sent the one hundred dollars as a present; I am a member of Chiniquy's congregation, was so in 1859 and '60; I gave Deliere meat, soap and such things, because he was serving the church, and he was poor; this was four years ago.

Cross-examined.

I cannot tell first how much meat, or what kind I gave him; Chiniquy told me he was poor, and we must help him;
35 I gave him five or six or may be seven pounds of pork; I gave two pieces of soap, would weigh probably one and one half pounds each, pieces cut such as farmers make; Deliere told me that some others gave him things.

Louis Mercier, sworn and says:
I live in St. Anne, have lived there eleven years; I know the parties, know Chiniquy's church. Was one of its members and was in 1859. The Trustees were Abraham Pelter, Robillard, Achille Chiniquy, Charles Chiniquy, Thomos Saille and myself. Deliere went into the church as bell-ringer about four years ago, I think in the summer of 1859. Chiniquy was then east. Achille Chiniquy asked me about Delierie's taking the place of Chertrand in attending the church and said Deliere was to have nothing but the rent of the church for the ringing of the bell, &c Was a member of Chiniquy's church in 1859 '60. I gave Deliere to help him for attending the church about twelve shilling's worth of wool. I know of others giving to him. Deliere told me that several had
36 given him something. the congregation is principally a Canadian congregation.

Cross-examined.

The wool I gave him was in rolls; two pounds; I weighed it with a spring scale in the passage to the chappel. It was my own scale. I had promised Deliere one hundred pounds of flour, and I gave the wool in the place of it. I don't know how much flour was sent to St. Anne to be distributed among the poor; I never had any in my possession; there was some in the village that I gave bonds to take; the one hundred pounds I promised Deliere was not to come out of this; this I gave to Deliere was because he had no money to pay and was poor. I asked Deliere if he had rather have wool; he said he had, so I gave him wool. This was in the fall of 1860; if there was any wool to be distributed to the poor by the
37 committtee for the relief of the poor I don't know of it; I think this was after the old clothes was sent them. There was at the time I delivered the wool to Deliere no storehouse of wool, old clothes, &c., in St. Anne. I was then worth almost the same as to-day; I don't just know how much I am worth; I would not take seven or eight thousand dollars for my property.

Re-examined.

At this time that I gave the wool there was no flour in store for the poor; I raised the wheat the flour was made of that I was about to give Deliere.

Achille Chiniquy sworn and says:

Have lived in St. Anne eight years; was living there in 1859 '60; know the parties to this suit; the trustees in 1860 were myself, Louis Mercier, Robillard; I don't remember the rest; Deliere went into the chappel in the fall of 1859; my brother was then sick: I was the man that put Deliere into the church; Deliere seemed to desire the place; he came to me
38 and wanted to go into the basement; I said I would see trustees about the matter; I went to Mercier, Robillard and Fouche; Fouche was an elder; they all told me they had no objection as he belonged to the same church and had a large family; they were glad to see him there a day or two

after; Deliere came to my house and asked me what I had to say about it; I told him he might go into the chappel if he would light the church, &c., he said he was willing to go there and was very glad; there was no other compensation than the lodging in the basement of chappel; no salary was spoken of; he went away and took his family into the basement; the duties of Warden were to serve the church, light the lamp, ring the bell, &c; he was paid by the people; we wanted him to leave the chappel a long before he left; after
39 he asked for a salary some of the Trustees told him if did not want to live to the agreement, we wanted him to go away; he got mad and said he would not leave; Chiniquy was away at the time; Deliere went into the chappel and was gone two or three months, after Deliere worked outside; he worked for my brother in his garden and on his farm; I was present at a settlement betweed Deliere and my brother; my brother paid him for all and Deliere gave his receipt for all; the receipt included all the work done by Deliere for my brother; I don't think I paid Deliere less than four hundred dollars; nearer five hundred dollars, for work he done for my brother, including one hundred dollars my brother sent him while he was away; he sent it as a present and not as wages; I gave Deliere flour, meat, &c., while he was church warden; Deliere
40 told me that many had carried goods to him; Deliere had seven or eight children; they went to school in the chappel; Deliere occupied four rooms; some twenty by twenty-five feet; others twelve by fifteen feet.

Cross examined.

I did not swear on a former trial that I told Deliere he might go into the chappel until my brother came home and then that he might make further arrangements; I gave Deliere fifty pounds of flour and some meat; I don't know how much; I think it was in the fall of 1861; the flour was in a sack; it was not of the flour that came from the committee for distribution; I paid Deliere some of out money got by Chiniquy in Europe, begged by him for the poor of St. Anne; that money did not last more than six months; there was $60,000, besides the old clothes and flour; we told Deliere to go out of the chapel in the Spring, he did not go until fall;

the reason why we wanted to get Deliere out of the chapel
41 was, we were informed he was dissatisfied with his positon; we told him we could get many other men to fill the position. the same way he was to fill it; it was not on account of any religious difference.

Re-examined.

Receipt of Deliere to Chiniquy, Defendant offered in evidence here, receipt and translation hereto appended.

Received of Mr. Rev. Charles Chiniquy, the sum of twenty one dollars for having performed work for the year 1863.

August 21st, 1863.
LOUIS DELIERE.

I know the signature to this receipt, it is the signature of Louis Deliere the Plaintiff.

Rebutting Testimony.

Anaclet Chartrand, re-called.

Heard testimony of some of the witnesses yesterday
42 for the Plaintiff; I was in the Court Room yesterday and this morning.

(Testimony objected to by Defendant's Counsel on account of witness being the Court room during the examination of other witnesses, objection overruled by the Court, to which ruling Defendant accepted.

Deliere moved into the chapel about the tenth or fifteenth of June; I continued to ring the bell, &c., until the first of November, after, and finished my year, Chiniquy had returned from the East befere I quit; Deliere was in the chapel and I was in my house; I had settled with Chiniquy before Chiniquy commenced work in November.

Cross-examined.

I am sure Deliere moved into the Chapel in June, and just as sure of that as I am of anything I have sworn to.

Which was all the evidence offered by either of the said parties.

The said Plaintiff then moved the court upon the evidence aforesaid to instruct the Jury as follows:

I

V



45

To the giving of each of which instrubtions the Defend-
ents then and there orge to

48 Bill of exception signed, sealed and made part of the record.

49 Certificate to copy of the record.

Tne Defendent moved the court to set aside the verdict and grant a new trial.

1st—Because the court gave the instructions asked for by the Plaintiff.

2d—Because the verdict is contrary to the evidence and the law.

3d—Because the right of evidence is against the verdict.

ERRORS ASSIGNED.

1st—In giving the Plaintiff instructions.

2d—In refusing to grant a new trial.

3d—In giving judgment and damages upon the verdict of of the Jury.

STEPHEN R. MOORE,
Plaintiff's Attorney.

149 107

Charles Chinquy
vs
Louis Deliere

Abstract of Record

Charles Chinquy

Filed April 4, 1865

A. Leland
Clerk

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

Charles Chinigy
vs
Louis Deliere
} Appeal from Kankakee County Circuit Court.

Assignment of Errors.

And now the said Charles Chinigy. Plaintiff in Appeal. comes and says. that in the Records and proceedings aforesaid. there is manifest error in this. to wit:

1st. In giving the Plaintiffs Instructions. to wit. In instructing the jury that. "It is a general principle of the law. that one man works for another with his Knowledge and Assent. the person for whom the labor is done. must pay what it is reasonably worth, and it is not necessary, there should be any special promise to that effect."

Second "If the jury believe from the Evidence. that the Plaintiff worked for the defendant Chinigy. Under any bargain or Contract, then the law is for the Plaintiff. and he has a right to recover for said work what ever may be due him and unpaid

Third If the Jury believe from the

"Evidence that the plaintiff was set to work
"for Charles Chiniquy, defendant, by Achille
"Chiniquy, or any other person, and afterwards
"Charles Chiniquy the defendant, Approved of
"said Employment, and recognized it as his
"own Employment, then he is liable for the
"work, and if no price was agreed upon,
"the Jury must allow him what it is reasonably
"worth"

"Fourth. "If the Jury believe from the
"Evidence, that the Defendant told
"Demoire, that he had Not money to pay
"his poor Church Warden Deliere, that is
"very proper testimony for their Consideration
"tending to show, that said Chiniquy owed
"said Deliere"

Fifth "If the witnesses P. Hubert, A. Chartrand
"Victorine Deliere, or any of them, testified that
"defendant Chiniquy agreed to give Plaintiff
"$100 per year for his Services, and if the
"Jury believe said testimony to be true, then
"they have a right to find a verdict on said
"testimony for the Plaintiff".

Sixth

"The circumstances that A. Chiniquy
"and others put plaintiff in said Church,
"without the Knowledge or assent of defendant
"at the time, does not deprive the plaintiff

"g the right to recover in this Action, g they
"believe that the defendant afterwards
"recognized the Contract g the others, as
"his own, or Employed plaintiff himself, Pro=
"=vided there is anything due plaintiff on
"said Contract."

2nd " The Court Erred in refusing to grant a
new trial.

3rd " The Court Erred in giving judgment and
damages upon the verdict g the Jury

Stephen A. Moore
Attorney for Appellant.

State g Illinois } In Supreme Court, April
Third Grand Division } ss Term, A D 1865.

Charles Chinquy
vs
Louis Deliere } Joinder in Error.

And the said Louis Deliere defendant in Appeal Comes and Says, that there is no Error, either in the Record and proceedings aforesaid or in giving judgment as aforesaid, in manner or form as above Assigned, And therefore, he prays that the said Judgments may be affirmed and that his Costs may be adjudged to him &c.

Appeal from Caddo

Charles Chingren

vs

Louis Deliere.

Assignment of Errors
and joinder in
error.

Stephen R. Moore
atty for appellants
O. A. Lake
atty for appellee.

The People of the State of Illinois
By the grace of God
Free and Independent.

To all to whom these Presents shall come Greeting; Know Ye that we having caused to be inspected the Records and proceedings now remaining in the Office of Our Clerk of our Circuit Court in and for Our County of Kankakee Do find certain Records and proceedings in the words and figures following. To Wit:

United States of America }
State of Illinois }
Kankakee County }

Be it remembered that heretofore to wit at a Term of the Circuit Court of Kankakee County begun and held at the Court House in Kankakee City in said Kankakee County on the first Monday (the same being the fifth day) of December in the year of our Lord one thousand Eight hundred and sixty four and of the Independence of the United States of America the Eighty ninth.

Present the Honorable Charles R Starr Judge of the Twentieth Judicial Circuit and Presiding Judge of the Kankakee County Circuit Court in the State of Illinois at a Term of the said Kankakee County Circuit Court begun and held at the Court House in Kankakee City in said Kankakee County on the first Monday (the same being the fifth day) of December in the year of our Lord one thousand Eight hundred and sixty four and of the Independence of the United States of America the Eighty ninth.

1

Present Hon Charles R. Starr Judge of the Twentieth Judicial Circuit
W. J. Allen State Attorney of the 20th Judicial Circuit
Ryland D Sherman. Sheriff of Lake Kankakee County
John. P. Welch Clerk of the Kankakee
County Circuit Court.

And heretofore
to wit on the fourth day of November
1863 Louis Deliere plaintiff by C. A.
Lake his attorney did file in the office
of the Clerk of our said Court his certain
Precipe in the words and figures following
to wit

"The State of Illinois } Circuit Court
Kankakee County } Of December Term
A D 1863

Louis Deliere } Trespass on the Case
vs. } on promises Damages
Charles Chiniquy } Four Hundred Dollars

Issue a Summons in
the above Entitled Cause returnable &
Endorse Damages Four Hundred
Dollars. action trespass on the Case
on promises

C. A. Lake
Plffs Atty

To the Hon the Circuit Clerk Nov 3 1863

3

Charles Chinigny
To Louis Deliere Dr
To four years Services Commencing
Nov 4th AD 1859. and ending Oct
31st AD 1863"
On the back of which Praecipe is
the following Endorsement
"Filed Nov 4th 1863 S. Curtis Clerk
By J S Welch Depty.

Afterwards. to wit. the day and year last
aforesaid. Came said Clerk in pursuance
of the directions of said Praecipe. did
issue on said Praecipe a certain writ
of Summons in the words and figures
following to wit.

. Said summons has been
lost from the files and cannot be found
the Records show it to have been issued
in accordance with the precipe of Plaintiffs
attorney on the 4th of November AD 1863
in an action of Trespass on the case on
promises against the defendant Charles
Chinigny damages Four Hundred
Dollars Returnable at the next Term
of the circuit Court in and for
said County.

4

And afterwards to wit on the 23d day of November same year last aforesaid A.D. 1863 the said plaintiff by his said attorney did file in the office of our clerk of our said Court his certain declaration in the words and figures following to wit

"State of Illinois } In the Kankakee County
Kankakee County } Circuit Court. Of the
December Term A.D. 1863

Delivers Complains of Charles Chuiquy, of a plea of trespass on the case upon promises: for that whereas the said defendant heretofore to wit on the 1st day of November in the year of our Lord one thousand Eight hundred and fifty nine at Kankakee town at the County of Kankakee and State of Illinois made his certain note in writing, commonly called a promisory note, bearing date a certain day and year therein mentioned to wit the day and year last aforesaid, and then and there delivered the said note to the plaintiff. By which said note, the defendant then and there promised to pay the plaintiff, the sum of four hundred dollars four years after date for value received. By reason whereof and by force of the Statute in such case made and provided, the said defendant

became liable to pay to the said plaintiff the said sum of money in the said note specified according to the tenor and effect of the said note: and being so liable the said defendant in Consideration thereof afterwards to wit on the same day and year at the place aforesaid: undertook and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money in the said note specified, according to the tenor and effect of the said note. And whereas also the said defendant afterwards to wit on the first day of November in the year of our Lord one thousand Eight hundred and sixty three, at the place aforesaid was indebted to the said plaintiff in the sum of four hundred dollars, lawful Money of the United States of America, for Money before that time lent and advanced by the said plaintiff to the said defendant, and at the special instance and request of the said defendant. And for other Money by the said plaintiff before that time laid out and expended by the said defendant, and at the like request of the said defendant And for other Money by the said defendant before that time had and received to and for the use of the said plaintiff. And

and also four hundred dollars for the prices and values of work and labor before that time done and performed by the plaintiff by the defendants request

being so indebted the said defendant in Consideration thereof afterwards to wit on the same day and year last aforesaid, and at the place aforesaid undertook and then and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money in the Count mentioned when the said defendant should be thereunto afterwards requested. And whereas also the said defendant afterwards to wit on the same day and year last aforesaid, and at the place aforesaid accounted together with the said plaintiff of and concerning divers other sums of money before that time due and owing from the said defendant to the said plaintiff and then and there being in arrear and unpaid. and upon such accounting the said defendant then and there was found to be in arrear and indebted to the said plaintiff in the further sum of Four hundred dollars of like lawful money as aforesaid. And being so found in arrear and indebted to the said plaintiff the said defendant in Consideration thereof afterwards to wit on the same day and year last aforesaid, and at the place aforesaid, undertook and then and there faithfully promised the said plaintiff well and truly to pay unto

the said plaintiff. the said sum of money last mentioned. When the said defendant should be thereunto afterwards requested.

Nevertheless the said defendant although often requested &c. to wit on the day when the said note became due and payable. according to the tenor and effect thereof. And oftentimes since to wit; at the place aforesaid has not paid the said several sums of money above mentioned. or any or either of them, or any part thereof to the said plaintiff, but to pay the same or any part thereof to the said plaintiff the said defendant has hitherto altogether refused. and still does refuse. to the damage of the said plaintiff of Two hundred dollars and therefor the said plaintiff brings suit &c.

C. A Lake
Plaintiff's Attorney

Copy of Instrument Sued on and Bill of Particulars

Charles Thirsguy

St Louis Dolliere Dr

To money lent and advanced	$400
To money paid laid out, and Expended	$400
To money paid and received to and for the use of said Plaintiff	$400
To goods wares and merchandize sold and delivered	$400
To labor and services done by year ending June 1863	$400

and

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To balance due on account stated $ 7.00

O. A. Lake Plaintiffs Attorney

And afterwards to wit on the 9th day of December 1863. being one of the regular days of the December Term of said Court for said year. last aforesaid, and the said Court being then duly organized and sitting in open Court for the transaction of business. the following proceedings were had, and entered of Record by the said Court in words and figures following to wit

"

Louis Deliene

vs. Trespass on the Case on promises

Charles Chiriquy

Now comes the defendant by S. R. Moore his attorney, and enters his motion for a continuance and the Court being advised in the premises. It is ordered that this Cause be Continued at the defendants costs. and the Rule to plead is also Extended to the 20th day of December inst.

And afterwards to wit on the sixteenth day of December 1863. being one of the days of the regular Term of said Court, in said year. the said

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Court being duly and legally organized for the transaction of business. The said defendant came and filed by Stephen R Moore his attorney, his pleas herein in the words and figures following to wit

"

State of Illinois } Circuit Court of the
Lankakee County } April Term AD 1863

Louis Deliene

vs.

Charles Chiniquy } Trespass on the case upon promises.

And the said Charles Chiniquy by Stephen R. Moore his attorney comes and defends &c and says that he did not assume and promise in manner and form as the said Louis Deliene hath complained against him and of this he puts himself upon the Country And the plaintiff doth the like

By Stephen R. Moore his attorney. the plaintiff will also take notice. that the defendant on the trial of this cause will give in Evidence and insist. that the plaintiff. at the commencement of this suit. was and still is indebted to the defendant in the sum of Five hundred

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dollars. for the price and value of goods, before that time bargained and sold by the defendant to the plaintiff. at his request. And also in the sum of Five hundred dollars for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request. And also in the sum of Five hundred dollars for the price and value of work before that time done, and materials for the same furnished by the defendant for the plaintiff at his request. And also in the fourther sum of Five hundred Dollars for money before that time lent by the defendant to the plaintiff. at his request And also in the sum of. Five hundred dollars for money before that time received by the Plaintiff for the use of the defendant. And also in the sum of Five hundred dollars for money found to be due from the plaintiff to the defendant on an account before that time stated between them. And the said defendant will set off. on said trial, so much of the said several sums of money. so due and owing from the said plaintiff to the said defendant against any demand of the said plaintiff

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to be proved on said trial. as will be sufficient to satisfy and discharge such demand. and will also then and there demand a Judgment against the said plaintiff for the several sums of money due to the said defendant. According to the Statute in such Case Made and provided

By Stephen, R. Moore
His Attorney

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And afterwards to wit on Monday the Eleventh day of April AD 1846 said day being one of the days of the regular Term of said Court and said Court being duly and legally organized for the transaction of Judicial business. a motion for a rule on the plaintiff to file security for costs herein was made by the said defendant by his said attorney and proceedings were had thereon in the words and figures following to wit.

"Louis Delene
vs.
Charles. Chiniquy

Prefers on the Case on promises

For Cause defendants attorney. and enters his motion for a rule

or the plaintiff to file security for Costs."

And afterwards to wit on Tuesday the twelfth day of April A D 1864 said day being one of the days of the regular Term of said Court. And said Court being duly and legally organized for the transaction of Judicial business, the following proceedings were had in said Cause, in the words and figures following. to wit.

"

Louis Deliere

vs

Charles Chiniquy

In Trespass on the Case
on promises.

Now Comes the plaintiff and files security for Costs. and by the agreement of the parties it is ordered that this Cause do proceed to trial and that a Jury do now come, and a Jury came to wit, Benjamin G. True, John Falrick John. G. Hercott, O. M. Payne, John Madden, Franklin Worcester Benjamin Lewis, Lamen Cunningham, George H Byrns, George Andrews, Alfred Dole, and William Swan who were duly empanelled, and sworn to well

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and truly try the cause between the parties and a true verdict give according to the Evidence after hearing the Evidence this day adduced & agreement. are allowed to separate and meet the Court to morrow morning at 8 O'Clock

"

And afterwards to wit. on Wednesday the 13th day of April A.D 1864 said day being one of the days of the regular April Term of said Court and said Court being duly and legally organized for the transaction of Judicial Business the following proceedings were had in this Cause in the words and figures following to wit:

"Louis Delieu
vs
Charles Chevigny

Trespass on the Case on promises

Now again come the Jury into Court. and after hearing the balance of the testimony. the arguments of Counsel. and the instructions of the Court retire to consider of their verdict. and said Jury again come into Court. but being unable to agree they are discharged from the cause."

And afterwards to wit on Tuesday the 6th day of December 1864 said day being one of the days of the regular December Term of said Court and said Court being duly and legally organized for the transaction of Judicial Business the following proceedings were had in said Cause in the words and figures following to wit:

"Louis Delieue
vs. Trespass on the Case for Damages
Charles Chauvigny

Now come the parties by whose agreement this Cause is taxed until to-morrow morning at defendants Costs of yesterday and to-day."

And afterwards to wit on Wednesday December 7 1864. said day being one of the days of the regular Term of said Court and said Court being duly and legally organized for the transaction of Judicial Business, the following proceedings were had in said Cause in the Words and figures following to wit:

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" Louis Leliere
vs
Charles Chirgwin

Trespass on the Case on promises

Now come the parties to this suit, and it is ordered that this Cause do now proceed to trial and that a jury do now come for that purpose, Thereupon come the following of a jury of good and lawful men for that purpose to wit: Jeremiah Ingraham, Joseph Kelly, Sidney Dubois, Shauni Wheeler, W. H. Matheson, A. P Nichols, John Cargill, Joseph Cremer, Hayden Sarel, D. D Wickens, Wm. Fuller, and P. N. Punchard. who were duly tried elected and sworn well and truly to try the issues joined between the parties to this suit, and a true verdict give according to the Evidence, after hearing the Evidence addduced this day by agreement of the parties the jury separate to take the case to-morrow morning.

"

And afterwards to wit on the 9th day of December 1864 said day being one of the days of the regular Term of said Court, and the Court being

duly and legally organized for the transaction of Judicial Business, the following Proceedings were had in the words and figures following to wit:

Louis Deliene

vs. Trespass on the Case on promises

Charles Chinigny

Now again Come the Jury into Open Court, and after hearing the balance of the testimony the arguments of Counsel, and the instructions of the Court again retire to Consider of their verdict, and having agreed thereon again Come into Court and for verdict say "We the Jury find for the plaintiff, and assess his damages to the Sum of Three hundred and Thirty Six Dollars, Whereupon the Defendants Attorney enters his motion for a new trial and in arrest of Judgment"

And afterwards to wit on the 19th day of December 1864 Said day being one of the days of the Regular Term of said Court, and said Court being duly

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and legally organized for the transaction of Judicial business. the following proceedings were had in the said Cause in the words and figures following to wit:

Louis Deliere
vs
Charles Chirigery

Issues on the Case on promises.

Now again comes the Plaintiff by his attorney. and the defendant also comes by his attorneys and the Court having heard the arguments of Counsel on the motion for new trial and in arrest of Judgment, overrules the same. It is thereupon Considered by the Court. that the plaintiff have and recover of the defendant his damages to the sum of Two hundred dollars together with his Costs and Charges by him in this behalf Expended. and that he do have Execution therefor To all of which the defendant then and there Excepts. and prays an appeal of this Cause from this Court to the Supreme Court of this State. Which is granted upon defendants filing a bond in the sum of one Thousand Dollars Conditioned for the faithful prosecution of his said appeal with Louis

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Mercer as surety, within twenty days. and the same time is given to file a Bill of Exceptions."

And afterwards to wit on the 24th day of December A D 1864 said day being one of the days of the Term of said Court, said defendant comes and files his appeal-bond herein in the words and figures following to wit.

"Know all men by these presents That We Charles Chevigny and Louis Mercier of the County of Kankakee and State of Illinois are held and firmly bound unto Louis Deliere in the penal sum of one thousand dollars. Lawful money of the United States, for the payment of which well and truly to be made. We bind ourselves our heirs Executors and administrators jointly severally and firmly by these Presents.

Witness our hands and seals this 20th day of December A D 1864

The Condition of the above obligation is such that whereas the said Louis Deliere plaintiff did on the 9th day of December A D 1864 in the Circuit Court of the County of Kankakee in

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said State of Illinois. at the December Term A.D 1864 thereof. recover a judgment against the above bounden Charles Chinigny defendant in an action of trespass on the Case upon promises for the sum of three hundred and thirty six dollars and Costs of suit from which judgment the said Charles Chinigny has taken an appeal to the Supreme Court of the State of Illinois: Now if the above bounden Charles Chinigny. shall duly prosecute his appeal. and shall pay said judgment Costs. interest and damages in Case the said judgment shall be affirmed. then the above obligation to be void: otherwise to remain in full force and Effect.

Charles Chinigny [Seal]
Louis Mercier [Seal]

And afterwards to wit on the 26th day of December A.D 1864 the said defendant Charles Chinigny. filed his Bill of Exceptions herein in the words and figures following to wit:

"State of Illinois } Circuit Court Of the
Kankakee County } December Term A.D 1864

Louis Deliere
vs
Charles Chinigny

Bill of Exceptions

Be it remembered that on the trial of this Cause at the December Term A D 1864 of the said Circuit Court, the said Plaintiff to maintain the issue on his part gave in Evidence to the Jury the following testimony

Peter Nugent was sworn and testified as follows. Live in St Anne. lived there 10 years. live in the village. Am acquainted with the plaintiff to this suit. Saw Deliere work for Chinigny the defendant. ring the Church bell and work, but did not take notice when he first began. It was near five years ago. as near as I can remember. when I saw Deliere first at work. He worked not quite four years as near as I can recollect. I first saw him at work there in the fall I cannot tell the name of the work, Cannot make another man's price. I would not do the work for less than one dollar per day. Chinigny said once he was to pay 100 dollars per year for his sexton. Deliere was ringing the Church at that time.

Cross Examination

Came from New York. Went first to St Charles Ills. My Children only one of them went to school there. I go to almost every Church in Town Can't say which Church I go to the most. In 1859 I went to Chirigey's Church. Do not recollected Celani but think Chirigey was away when Delieu first went there to work. Don't know whether Chirigey was in New York or Europe He was gone two months or more. Lived 12 rods from the Church. Delieu rung the bell some days 2 or 3 times. Sometimes 5 or 6 times a day. He rung it through the week 3 times per day regularly. He rung it so they might know when to begin work & when to quit. I guess Chirigey asked Delieu to work. Mr Angier asked Delieu at the first to work. He told me so He did not take much time to ring the bell. a few minutes. A woman or a child 10 or 12 years old could ring the bell.

In 1859 wages for labour was worth from 75 Cts to 1.25 per day. It was worth one dollar per day because Delieu had to stay there steady all the time

Deliere's family lived in the Church all the time. Deliere had a girl about fourteen or fifteen years old. Strong and able to work. Know of Deliere working for other persons during this time. He worked for Chinigny on his farm and in his garden. Saw him work there. Saw him start to go to work for others. But cannot tell who for, nor how many times. Have seen him work. Have known Deliere for nine years or more. He worked on a farm before he went into the Church. He began to ring the bell some time after he moved into the Church. Chinigny passed as the minister then. Don't know who were the Trustees then. Deliere was paid when he worked for others. Deliere's wife and daughter often rang the bell when he was gone. Deliere had two or three rooms in good condition. and a good kitchen in the basement of the Church. Saw Deliere work all kinds of work for Chinigny.

R. E. Examined

Saw him work on Chinigny's farm, and in garden and doing chores about the house

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Quadet Chartrand Sworn & Says
Live in St Anne
Six miles East of the village, have
been acquainted with Chinigquy for eleven
years and with Deliere. Six or seven
years. Know of Deliere's working for
Chinigquy. Saw him working for
Chinigquy in 1857 and 1858. in 1857 at
several kinds of work with one other
men who worked for Chinigquy. he
worked they sometimes several days
and then he worked some other place
In 1858. Cannot tell how much
he worked for Chinigquy. In 1858
was working in the village and saw him
work several times. Deliere worked for Chinigquy
in 1859 - Saw him work in 1860. saw him
work in 1861 and 2. Left the village
in 1862. Dont recollect whether they
Deliere worked that year or not - have
no idea. how long he worked. Saw him
work some time for. Know
of Deliere working at bell ringing &c -
he commenced in November. 1858 or 1859
dont remember which it was. it was
worth at least one hundred dollars per
year to ring the bell, I did that work
once, Had one hundred dollars.
Had no rents to pay then. Chinigquy

never told me what he was to pay Deliere
Mr. Deliere was living in my house
and when my year was up. Deliere
took my place in the Chapel-had
no Conversation with Chiniquy about
getting Deliere in there. Told Chiniquy
that I had got Deliere to take
my place. and Chiniquy said it
was all right. that he needed
Somebody
Cross-Examined
I have lived in St Anne
nine or ten years. lived in Bonhomais
two years before. I go to Baptist
Church in St Anne. went to Chiniquys
Church always until four years
ago. go to Baptist Church since
in 1859. Mr Chiniquy was the minister
of St Anne Church
Deliere moved into the Church
in June 1858 or 1859. Never heard
Chiniquy hire Deliere, Have heard
Chiniquy talk about hiring Deliere
Deliere rung the bell three times a
day regularly. about five minutes
each time. Any about ten years
old might ring the bell. It was
the duty belonging to ring the bell for.

the protestants as for the Catholics
Deliew had to stay thew steady
dont knou of him working anywhew
else Except for Chuirgey in his
garden. I saw him working in
the harvest. he had to hire
Somebody in his place when working
elsewhere. do not know whether Deliew
was working on farm in 1857 or not.
Did hear that Deliew was working
for Chuirgey in 1857 or 1858 Nobody
was present when told Chuirgey
had got Deliew in my place
in the Church. dont know
whether it was in 1858 or 1859
Chuirgey answered that he was glad
that I had sent Somebody in the
Church as they needed Somebody
there I dont know Exactly who was
the officiating minister at that
time. When Chuirgey was at home
he was- was not present when
Deliew first Commenced ringing the
bell. I saw him in November or
December 1858 or 1859, ringing the bell
and fix the lamps.

Gilbert Perra. sworn and says.
Have known the

parties Eight or nine years - saw Deliew work for Chirigny saw him when he was living in the Chapel. working in Chapel and doing Chirigny's work I think it was in 1859 or 1860 - was now present when Chirigny made a bargain with Deliew. Heard Chirigny say once that he had hired Deliew to do the Service of the Church he said he was to pay him one hundred Dollars a year. Cannot tell what it may worth know of his working for Chirigny. For other work in hay time at Sault in 1859 or 1860 know of his working in 1861 at Sault work. also in 1862. and saw work in hay and fences and working Com in 1863.

Cross-Examined

I have lived in St Anne. nine years. Seven years in the village - in Sandomais one year. came from Canada and England. Left St Anne one year ago last Spring - it has been

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two years since I went to Chinigny's Church. & then said he had hired Deliere. was in meeting on Sunday after the forenoon service Chinigny was in the pulpit. Chinigny asked the Congregation to help him pay Deliere. Chinigny said he had hired Deliere and he wanted the Congregation to help pay him, that they might bring in chickens wood meat and other things to help pay him. this was in a public address. cannot name who was there. dont know whether Achille Chinigny. Gustave Demar. Aubert Louis Mercier. and others were there or not. these persons usually attended Church there. Chinigny said I have hired Deliere at the rate of one hundred dollars and I expect you to help me pay him. it was to the advantage and benefit of Chinigny's Congregation. to have the bell rung the fires built &c. I was not a member. I did not them. but never gave anything. Deliere lived in the basement of the Church. he moved away about one year ago. Deliere was in Canada in 1857 and 1858 He was not living on his farm in 1858. I dont recollect

of Delisle saying that the Trustees had hired him to take Care of the Church &c.

P. B. L. Lemoine Sworn & says.

Am acquainted with the parties. Know Delisle worked at the Church a long time - had a Conversation with Chinigny before he left for England the same year. Don't recollect whether at his house or in my Office I sent them and Chinigny said I have no money at present. not Even Enough to pay my poor Church Warden Delisle.

Anselme Robillard. Sworn & says.

Live in St Anne. Came there in 1852. And acquainted with the parties Saw Delisle work for Chinigny Some time.

Cross Examined

(Church Record and account shown to witness.) That is My Signature. Saw Mr Warden

29. Alone write their names there I think it is their Signature. this book is the record of the Church of St Ann

Josephine Moren. Sworn & says. In 1859 Hired at Arnaud. Hired in St Anns in 1862 and 1863. Know of Deliere working for Chirigny. I dont know how long he worked He worked in the Church. rung the bell. put the flag on the Church carried water to the Church and lighted lamps. never had any private conversation between Chirigny and Deliere. Chirigny told Deliere here to give the Key of the Church to anyone else without asking him. (Chirigny)

Ursuline Deliere. Sworn & says. Hired at home most all the time when father hired in the Church. he moved there in September. it is almost five years ago. we stayed there four years. Father worked for Chirigny four years. rung the bell swept the Church. lighted lamps

and everything. When he was in there we had to put another in his place & father worked down here. We had to do it every day. It was four years we were there every day. Father worked in Chirigny's Garden sometimes and on the farm. But he Chirigny paid him for that - did not see Chirigny pay him dont remember how much father worked for Chirigny. Chirigny told father he would give him one hundred dollars a year. did not hear it privately. It was said at a public meeting.

Cross. Examined.

I am almost Eighteen years of age. I think it was in September when father went there. Chirigny was gone away when he went there. he had been gone a long time. about three months. Highland put father into the Church. But Chirigny went to put him in there. I did not see the letter. but Chirigny wrote I can give no the key. I think Chirigny wrote

because they gave us the key
I did not see them give father
the key, but he could see the house
with the key, the conversation
with Chinigny was in the Church
father was there. I dont remember
whether Achille Chinigny Jules
D & Mary and others were there or
not. there was a whole Church
full of people there it was on
Sunday. Some of the Congregation
brought in presents. Apples. I
cannot name them. Chinigny paid
father for working in the Garden
and on the farm but not for
working in the Church.
Question How long did your father work
for Chinigny. He worked for him four
years.

Octavia Deliere. Sworn & Says.
I was living at home all the time. Father
was living in the Church. he was there four
years, he commenced in November, dont
remember the year, he moved away from
there one year next January. I dont know
of Chinigny saying anything to father about
his wages. only in the Church. Father worked
for Chinigny. in the garden and on

the farm in haytime. dont Know but do not think he worked Every year

Cross Examined

Am sixteen years old. when Father moved into the Church. Chuiguy was gone East to Smoke. dont Know how long he was gone. probably three or four months, Chadraud put Father into the Church. I Know of members of the Church bringing meat and Several things to Father. during the time he lived there. these things were brought in response to Chuiguy's appeal to the public to help pay Father for ringing the bell &c. I am the father had moved into the Church and commenced ringing the bell before Chuiguy returned from the East.

Re Examination

Dont Know that Chuiguy paid Father for the other work outside the Church work but I suppose he did.

And that the said Defendant to Maintain the said Issue on his part gave in Evidence to the Jury that &c

Augustus Fonchier Sworn Says

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In 1859 lived in St Anns - was acquainted with the parties. Knew when Delieu moved into the Church. It was in 1859 Achille Chirigny engaged him. The Trustees of the Church were Achille Chirigny Robillard Chretien Pettier and Frank M Chirigny (the defendant) Delieu came into the Church while Chirigny was away. he came in maybe two months before Chirigny returned.

Question. Were you present at the public meeting in St Anns in the Church when Chirigny spoke to the Congregation about hiring Delieu for Church Warden. if so state all that Chirigny said

Objected to by Plaintiff

The Plaintiff by his Counsel then withdrew from the Jury all evidence of any public statements made by Chirigny. and told the Court that the plaintiff did not Expect to recover from any statements made by Chirigny to his Congregation the Court thereupon sustained the objection the Jury that all evidence of public statements made by Chirigny were withdrawn from the Jury and should not be considered by them as they were not in Evidence

Defendant then withdrew the interrogatory.

Stephen Racicot sworn & says
I live in Rogers County
I know the parties have known
Chiniqny twelve years. and plaintiff
seven or eight years. Believe told that
he married about Chiniqny while
he was in Europe. that he had good
news from Chiniqny that Chiniqny
had sent him one hundred dollars. I
asked him who hired him. he said he
had no contract with Chiniqny. but
only with the Trustees. He said that
Chiniqny sent the one hundred dollars
as a present. Saw a member of
Chiniqny's Congregation was to in 1859
& 1860. I gave Delieu meat, soap
and such things because he was
serving the Church, and he was
poor this was four years ago.
Cross Examined

I cannot tell just how much
meat or what kind I gave him Chiniqny
told me he was poor and we must
help him. I gave him five or six or
maybe seven pounds of pork I gave

35 — two pieces of soap, would weigh probably one and one half pounds each, pieces cut such as farmers make. Delorie told me that some others gave him things

Louis Mercier Sworn & Says

I live in St Anne have lived there seven years, I know the parties. Know Chinigny's Church. was one of its members and was in 1859. the Trustees were Adam Pelletier - Robillard Achilla Chinigny, Charles Chinigny, Thomas Poirier and myself. Delorie went into the Church as Bell Ringer. about four years ago. It was in the middle of Summer 1859. Chinigny was then East. Achilla Chinigny asked me about Delorie's taking the place of Chatrand in attending the Church, and said Delorie was to have nothing but the rent of the Church for the ringing of the bells. was a member of Chinigny's Church in 1859 and 1860. I gave Delorie what him for attending Church about twelve Shillings with it and I know of others giving to him. Delorie told me that Verdal had given him

something. this Congregation is principally a French Canadian Congregation

Cross Examined

The wool I gave him was in rolls. two Pounds I weighed it with a spring scale in the passage of the Chapel. it was my own wool. I had promised Delien one hundred pounds of flour. and I gave the wool in the place of it. I dont know how much flour was sent to St Anns to be distributed among the poor I never had any in my possession - there was some in the village that I am told to take. the one hundred pounds I promised Delien was not to come out of this. this I gave to Delien because he had no pay and was poor. I asked Delien if he had rather have wool, he said he had. so I gave him wool this was in the fall of 1860. if there was any flour to be distributed to the poor by the committee for the relief of the

37 poor I dont Know of it. I think this was after the old Clothes were sent there, there was at that time when I delivered the wool to Delieu no store house of wool old Clothe &c. in St Anns. I was there north about the same as to day. I dont Know just how much I saw north. I could not take seven or Eight thousand dollars

Re Examined.

At that time I gave the wool there was no flour in store for the poor. I raised the wheat the flour was made of that. I was about to give Delieu

Achilla Chinigny. Sworn & says. I have lived in St Anns Eight years was living there in 1859 and 1860. Know the parties to this suit. The Trustees in 1859. were myself Louis Mercier Robilland. I dont remember the rest, Delieu went into the Chapel in the fall of 1859. My brother was there East. I was the man that put Delieu into the Church. Delieu seemed to desire the place, he came to me and wanted to go into the

Pasement. I said I would see the Trustees Abot the Matter went to Mercia. Robilland and Foncher. Foncher was an Elder. they all told me they had no objections as he belonged to the same Church. and had a large family, they was glad to see him there. a day or two after Delvin came to my house. and asked me what I had to say abot it. I told him he might go into the Chapel of he would light the Church &c. he said he was willing to go there and was very glad. There was no other consideration than the lodging in the Pasement of the Chapel no salary was spoken of. he was away and took his family into the Chapel. the duties of warden was to open the Church. light the lamps. ring the bell &c. the bell was rung sometimes three times a day. and sometime once. not any regular for digging Graves &c he was paid by the people. we wanted him to leave the Chapel a long time

before he left, after he asked for a salary some of the Trustees told him if he did not want to live to the agreement. We wanted him to go away - he got mad and said he would not leave. Although I was away at the time Delieu went into the chapel. and was gone two or three months after, Delieu after worked outside, he worked for me often I have paid him two dollars per day for work, he worked most of the time for my brother. in his garden and on his farm. I was present at a settlement between Delieu and my brother. My brother paid him for all. and Delieu gave his receipt for all. the receipt included all the work done by Delieu for my brother. I dont think I paid Delieu less than four hundred dollars. Negro five hundred dollars for work he done for my brother including one hundred dollars my brother sent him. while he was away. he sent it as a present and not for wages. I gave Delieu flour meat &c. while he was sick & warden

Deliene told me that many had Carried goods to him. Deliene had seven or Eight Children. they went to School in Chapel. Deliene occupied four rooms some twenty by twenty five feet others twelve by fifteen feet,

Cross- Examined

I did not swear on a formed trial that I told Deliene he might go into the Chapel until my brother Came home. and then that he might make further Arrangements. I gave Deliene fifty pounds of flour, and some meat, I dont know how much I think it was in the fall of 1861. the flour was in a sack. it was not of the flour that Came from committee for distribution Said Deliene Came out of money got by Chuiguy in Penobscot. begged by him for that Door of Dr Allen. That money did not last more than two months. there was $60.00 besides the old clothes & flour.

We told Deliene to go out of the Chapel in the Spring. We did not go until Fall. The reason why we wanted to get Deliene out of the

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Chapel was We were informed he was dissatisfied with his position. We told him we could get many other Men to fill the position the same may he was to fill it. it was not on account of any religious difference

R. Examined

Receipt of Deliere left to Chiniquy deft offered in Evidence here Receipt and Translation hereto appended

Reçu de Mr Reverend Charles Chiniquy la sommes de vient une Piastres pour diferente ouvrages prorer la né 1863 aout 21

Louis Déliére

Received of Mr Rev Charles Chiniquy the sum of twenty one dollars for having performed work for the year 1863

Augt 21.

Louis Deliere

I know the signature to this receipt it is the signature of Louis Deliere the plaintiff

Rebutting Testimony

Anaclet Chartrand. recalled.

Heard testimony of some of the witnesses. yesterday. for the plaintiff

Was in the Court Room yesterday and this morning (Testimony objected to by defendants Counsel on account of witness being in the Court Room during the Examination of other witnesses.) (Objection overruled by the Court)

Deliere moved into the Chapel about the tenth or fifteenth of June Continued to ring the bell &c until the first of November after and finished my year. Chinigey had returned from the East before I quit. Deliere was in the Chapel and I was in my house. I had settled with Chinigey before Deliere Commenced work in November

Cross-Examined

I am sure Deliere moved into the Chapel in June. am sure as one of that do I am of anything I have sworn to.

Which was all the Evidence offered by Either of the said parties

The said plaintiff then moved the Court upon the Evidence aforesaid to instruct the Jury as follows

4 3

Given

1

It is a general principle of the law. If one man works for another with his knowledge and assent the person for whom the labor is done must pay what it is reasonably worth and it is not necessary there should be any special promise to that effect

2.

Given

If the jury believe from the Evidence that the plaintiff worked for Deft Chinigny under any bargain or contract then the law is for the plaintiff, and he has a right to recover for said work for whatever him may be due, and unpaid

3.

Given

If the jury believe from the Evidence that plaintiff was set to work for Charles Chinigny Deft. by A Chinigny or any other person, and afterwards the deft Charles Chinigny, approved of said Employment, and recognized it as his own Employment then he is liable for the work and if no price was agreed upon the jury must allow him what it is reason-

ably worth

4

If the Jury believe from the Evidence that deft told Lemon that he had not money to pay his poor church warden Believe. that is very proper testimony for their consideration tending to show that said Chinigey owed said Believe.

Given

5

If the witness Robert A. Sherman & Victorine Believe or any of them testified that Deft Chinigey agreed to give Plff $100. a year for his services and if the Jury believe said testimony to be true, then they have a right to find a verdict on said testimony for the Plaintiff

Given

6.

The circumstance that A Chinigey and others put Plaintiff in said Church without the knowledge or assent of deft. at the time, does not debarr the Plff. of the right to recover in this action if they believe that the deft afterwards recognized the Contract of those others as his own. or Employed

45 Pltff himself. provided there is anything due Pltff on said Contract.

To the giving of each of which instructions the defendant then and there excepted.

The following instructions were given on motion of Defendant

1

The Court instructs the Jury that if they believe from the Evidence that the plaintiff Believe entered upon the duties of Church Warden of the Church at St. Louis of which the defendant was the pastor, under a Contract and agreement with the Trustees of the said Church then he is bound by the said Contract, and such Contract can in no manner fix a liability upon the defendant in this suit.

Given

1.2

The Court instructs the Jury that if they believe from the evidence that the Trustees of the Church at St Louis employed Pelieve as Church Warden and if they further find from the Evidence that Charles Chiniquy was

Given

46 one of the Trustees of said Church yet he would not be holden individually to pay Defendant in this Suit for services as Church Warden.

2.

If the Jury believe from the Evidence that the plaintiff entered into Church building at St Ann, under and by virtue of a Contract made with the Trustees of the Church Association at St Ann. and performed the services of ringing the bell. and performing such other services as belongs to the duty of a Church Warden, under and by virtue of this Contract then the law is on such state of facts for the defendant.

Given

3.

The law does not imply that a pastor of a Church is responsible for the payment of the Church Warden for services rendered such Church unless the Jury believe from the evidence said pastor has made a contract with such Church warden to pay for such service.

Refused

47

4

The burden of the proof in this Case is on the part of the plaintiff. and if the Jury believe from the Evidence that the plaintiff has failed to prove that the defendant Chrisman is indebted to pltf. then the Jury should return a Verdict for the Dft.

Given

5

The Court instructs the Jury on the part of the defendant. that if they believe from the Evidence that the witness Quartet Chartrand wilfully and knowingly has sworn to that which was false. then the Jury have a right to disregard his testimony entirely.

Given

6

The Court instructs the Jury. that all evidence pertaining to the public statements of the Defendant are withdrawn from the Jury. and cannot be regarded. and unless they find from the Evidence that the defendant employed the plaintiff. or that a Contract either Express or implied Existed between the plaintiff and defendant then the plaintiff cannot

Given

recover. and the law is for the defen=
dant.

And thereupon the said Jury gave
their verdict against the defendant
Whereupon the Counsel for the defendant
entered a motion for a new trial. because
the Court gave the instructions asked
for by the plaintiff. because the verdict
is against the evidence and law. Because
the weight of testimony is against the
verdict. but the Court overruled the
said motion. and gave judgement
upon the said verdict of the said Jury
against the defendant. to which the
said defendant then and there excepted
and inasmuch as the matters afore=
said do not appear of Record. the
Counsel for the defendant presents.
this Bill of Exceptions. and prays that
the same may be signed and seal
by the Court. and made part of the
record in said cause. and it is
done accordingly.

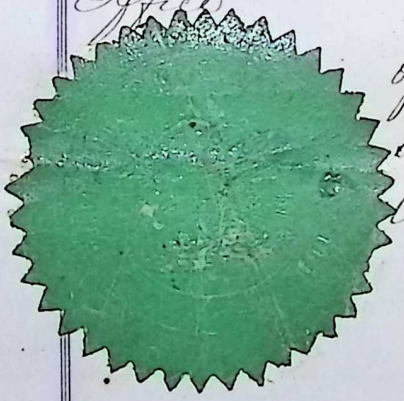
C. R. Stan (Seal)
Judge of the 20th Judicial Circuit

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State of Illinois }
Kankakee County } ss I John B Welch Clerk of the Circuit Court in and for said County in the State aforesaid Do hereby certify that the above and foregoing is a true and correct transcript of the Record and proceedings of the Kankakee County Circuit Court in a certain suit lately pending therein in which Louis Delierre was Plaintiff and Charles Chinaguy was Defendant as appears from the Records and proceedings now remaining on file in my said Office

Witness My hand and the seal of said Court at Kankakee City in said County this 20th day of January AD 1865

John B. Welch
Clerk





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Louis Deluerre

vs

Charles Chiniquy

Record

Filed April 4. 1865

L. Leland

Clerk

$ 12.50