

No. 12681

Supreme Court of Illinois

Angle

vs.

Hanna

176

John B. Angle

vs

William Hanna

176

72681

1859

State of Illinois
Stephenson County

I was before the Hon Benj R. Sheldon Judge of the Fourteenth Judicial Circuit of the State of Illinois at a regular term of the Stephenson County Circuit Court begun and held (in pursuance of law) at the Court House in the City of Tipton in the County and Judicial Circuit aforesaid on the first Monday of September in the year of our Lord one Thousand Eight Hundred and fifty Eight

Present

Hon Benj R. Sheldon Judge
Wm D. McGehee State Atty
Wilson Shaffer Sheriff
Luther W. Brittan Clerk

Be it remembered, that heretofore to wit: on the 13th day of April A.D. 1858. the following Bond was filed in the office of the Clerk of said Court in a certain cause wherein William Hanna is plaintiff & John B. Angle is Defendant to wit:

"Know all men by these presents. That we John B. Angle and Daniel Snyder of the County of Stephenson in the State of Illinois are held and firmly bound unto William Hanna in the penal sum of One hundred and fifty four 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 28th day of March A.D. 1858. The condition of the above obligation is such, that whereas the said William Hanna did on the fifth day of March A.D. 1858 before Marcus Monttius a Justice of the Peace for the said County of Stephenson recover a judgment against the above bounden John B. Angle for the sum of fifty four Dollars

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from which judgement the said John B. Angle has taken appeal to the Circuit Court of the County of Stephenson, aforesaid and State of Illinois. Now if the said John B. Angle shall prosecute his appeal with effect, and shall pay whatever judgment may be rendered by the Court upon dismissal or trial of said appeal, then the above obligation to be void, otherwise to remain in full force and effect.

Approved by me at my office this John B. Angle (Seal)
25th day of March 1858 Daniel Snyder (Seal)

Mr. Montetins

Justice of the Peace

" On the back of which bond appear the following endorsement. "William Hanna vs John B. Angle. Appeal Bond." "Filed Apr 13' 1858. L. W. Guiteau. Clk. By W. H. Barry Dep."

And afterwards to wit: on the 29th day of April A.D. 1858 a summons was issued out of said Court in the above entitled cause in the words and figures following to wit:

"State of Illinois 2d of
Stephenson County 3d of The People of the State of Illinois
to the Sheriff of said County greeting: We command you to summon William Hanna if he be found in your county personally to be and appear before the Circuit Court of said County of Stephenson on the first day of the next term thereof to be holden at the Court House in the City of Freeport in said County on the first Monday in the month of September next to answer unto John B. Angle in an appeal, and have you then and there this writ with an endorsement in what manner you shall have executed the same. Witness Luther W. Guiteau Clerk of our said Circuit Court, and the Seal of said Court at Freeport in said County this 29th day of April A.D. 1858 - Attest. L. W. Guiteau - Clerk "

"(Seal)"

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on the back of which summons appear the following
endorsement to wit: "Summons No 173. William
Hanna vs John B. Angle. Served the within by reading
the same to the within named William Hanna this 2nd
day of July A.D. 1888. J. McShaffer Sheriff. By M.A.
"Youngman Dep. Scribe 50. Mileage 65. Return. 10. = 1.25."

And afterwards to wit: on the 6th day of September ^{A.D. 1888}
at the regular September term of said Court. the fol-
lowing among the proceedings were had in the
above entitled cause to wit:

64 173 William Hanna

vs
John B. Angle

Appeal

On motion of the Defen-
dant by his Attorney leave is
given him to file his plea

John B. Angle } In the Circuit Court of Stephen
ap } Son County Sept Term 1858
Jm Hanna

And the said John B. Angle by
Macham & Bailey his Attys comes and Defends the
wrong and injury when &c and says he did not un-
derstand or promise in manner and form as the said
plaintiff has above thereof declared against him & of
this he puts himself upon the country &c
And the said Defendant for a further plea in this behalf
by leave of the Court here for that purpose first had and
obtained says that the said plaintiff ought not to have
or maintain his aforesaid action thereof against him
because he says that the work and labor declared
for by the said plaintiff in his said Declaration
was done by the plaintiff under and by virtue of a
special contract made by the said plaintiff with the said
Defendant wherein the said Plaintiff undertook &
promised the Defendant to work for the said Defen-
dant for four months or to the 1st of October A.D.
1857 at the sum of \$18 & Dollars per month. To wit:
from the 14th day of May A.D. 1854. and the said De-
fendant avers that the plaintiff disregarding his
said undertaking & promise. and in violation of the
same. did not work for the said Defendant four
months. but without any just cause quit the service
of the said Defendant a long time. To wit: 68 days
before the said four months had expired to the great
Damage of the said Defendant of One Hundred dollars
and this the Defendant is ready to verify. Wherefore he
prays judgment whether the Plaintiff ought to have
or maintain his aforesaid action thereof against
him.

And for a further plea in this behalf. the said
Defendant by like leave &c says that the plaintiff
ought not to have or maintain his aforesaid action
thereof against him (actio non) because he says
that the said plaintiff. was at the time of the com-

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movement of this suit indebted to the Defendant
in a large sum of money for a large sum of money
to wit: One hundred Dollars which the Plaintiff at
his request had & received of the Debt for the use of
the Debt which the Defendant claims as setoff
against the claim of ^{the} plaintiff. & this the Debt is
ready to verify. Wherefore he prays judgment whether
the said plaintiff ought to have or maintain his said
action against the Debt &c

And the said Defendant
for a further plea in this behalf. Says that the plain-
tiff ought not to have or maintain his aforesaid ac-
tion thereof against him (as to now) because he
says that the work & labor which the said plaintiff
claims in his said Declaration was done under a
special contract in which the plaintiff undertook & prom-
ised to work for Debt from the time he commenced
work. to wit: On or about the 14th day of May 1857 for
four months or until the first of October next following.
at \$18 per month. and without any just cause the
plaintiff quit the service of the Debt. to wit: Sixty days
before the said four months had expired to the great
damage and injury of the Debt. to wit: to the amount
of One hundred Dollars. & this the Debt is ready to verify.
Wherefore the Debt prays judgment whether the plain-
tiff ought to have or maintain his aforesaid action
against the Debt &c — Mercham & Bailey Defts atty

M^{rs} Hanna to John B. Angle Dr
January 1st 1888 — To Damages in not working
four months as by his special contract he agreed
to do \$100 —

"To money had & received for use of Angle \$100 —
\$120 —"

On the back of which appear the following endorsements
to wit: Steph. Co. Cir Court. John B. Angle & M^{rs} Hanna.
173. Pleaz. Filed Sept 6. 1888. S. M. Brittan clk

And afterwards to wit: On the 9th day of September as yet of said September term of said Court the following entry appears of Record in said cause

173 William Hanna

John B. Angle } Appeal
 On motion of said Defendant by
 his Attorney it is ordered that
 he have leave to amend his plea

And afterwards to wit: On the 13th day of September as yet of said September term of said Court. the following entry appears of Record in said cause.

"173 William Hanna

John B. Angle } Appeal
 Now comes the said plaintiff by
 his attorney and files his bill of
 particulars" (as follows to wit)

"John B. Angle. Dr to William Hanna For 72 1/2 days labor to wit: Digging cellar - Quarrying rock - Hauling rock - Sand & Water - Attending masons - making hay - & cultivating corn & harvesting Flax & grain from the 14th day of May A.D. 1854 to the 6th day of August A.D. 1854 inclusive at 41 35 per day = \$96.62 1/2. 1854. So goods wares & Merchandise \$50.00. To work labor & services \$50.00 On the back of which bill of particulars appear the following endorsement to wit: "173. William Hanna vs John B. Angle. Bill of particulars of plff's Demand." Filed Sept 13. 1858. L. W. Guileau clk."

173 And afterwards to wit: On the 15th day of September as yet of said September term of said Court. the following entry appears of Record in said cause to wit:

7 "178 William Hanna

2 Appeal
John B. Angle 3 Now come the said parties with their
Attorneys and upon the issues joined
for trial put themselves upon the country. Thereupon
came also a jury of twelve good and lawful men
who were orderly duly elected tried and sworn to wit:
John Harmon, Winthrop Merrill, George Raymer, Rydinger
Rus, Jacob Mease Jr, Godfrey Sorey, Samuel D. Harris,
Peter Ready, J. E. Washburne, James Mordaugh, Giles
L. Saylor, John B. Johnston. and the hour of adjourn-
ment having arrived the further hearing of this cause
is continued until to-morrow morning at the incom-
ing of Court"

And afterwards to wit: On the 16th day of September as
yet of said September term of said Court. the following
entry appears of Record in said cause to wit:

"178 William Hanna

2 Appeal
John B. Angle 3 Now again come the said parties
with their attorneys. and also come
the jury heretofore empaneled in this cause. and
the trial having been resumed. after hearing the evi-
dence adduced. and the arguments of counsel. they
retire in charge of an officer to consider of their
verdict. and after a short absence return into
Court with their verdict as follows to wit: that they
find the issues for the plaintiff. and assess his
damages at the sum of forty six dollars and
Eighty cents. Thereupon the said Defendant by his
attorney enters his motion for a new trial"

And afterwards to wit: On the 25th Day of September
as yet of said September term of said Court. the follow-
ing entry appears of Record in said cause to wit:

8 "178 William Hanna

John B. Angle } Appeal
Now on this day comes the said
Defendant by his attorney and
files his motion for a new trial. and the motion
having come on & be heard after arguments of counsel
the motion is denied (to which ruling of the Court the
said Defendant excepts) It is thereupon considered
and ordered by the Court that said plaintiff have
and recover of said Defendant the sum of forty six
Dollars and eighty cents his damages so as heretofore
by the jury ascertained. together with his cost by him
about his suit in this behalf expended. and that
he have Execution therefor - And the said Defendant
by his attorney prays an appeal. and it is ordered
that the same be allowed upon his filing an appeal
bond within thirty days properly conditioned and
executed in the sum of Two Hundred Dollars with
Daniel Kryder as Surety. And it is further ordered
that two weeks be allowed said Defendant to pre-
pare and sign a bill of Exceptions "

Appeal Bond
Know all men by these presents That we John B.
Angle and Daniel Kryder of the County of Stephenson
and State of Illinois are held and firmly bound
unto William Hanna of the same place in the
sum of Two hundred Dollars lawful money of the
United States to be paid to the said William Hanna
his Executors Administrators heirs or assigns. and
for the payment of which sum well and truly to be
made we bind ourselves our heirs Executors and Admin-
istrators jointly and severally and firmly by these
presents. Sealed with our seals and dated this 16th day
of October A.D. 1888. The condition of this obligation
is such that whereas the above named William Hanna
did at the September Term of the Stephenson County

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Circuit Court. in the year of our Lord One Thousand
Eight Hundred and fifty Eight recover a judgement
against the above Defendant John B. Angle in the sum
of forty six Dollars and Eighty cents & costs of suit
from which said judgement the said John B. Angle
prayed an Appeal to the Supreme Court of the State
of Illinois. which said appeal was by the said Circuit
Court allowed upon the said Angle filing an ap-
peal bond in the penalty of two hundred Dollars
with Daniel Kryder as Surety in thirty days from
the date of the said judgement. Now if the said John
B. Angle shall duly prosecute his appeal in the said
Supreme Court. and shall pay the judgement costs
interest and damages. in case the judgement appealed
from shall be affirmed then this obligation to be void
otherwise to be of full force and effect

In presence of
"W. D. Maccham

John B. Angle (Seal)
Daniel Kryder (Seal)

On the back of which Appeal Bond appear the follow-
ing Endorsements to wit: "J. William Hanna to
John B. Angle - Appeal Bond." Filed Oct 18. 1858."
"L. M. Guiteau clk"

William Hanna } By the Circuit Court of Stephenson
 vs } County of the September Term
 John B. Angle } A.D. 1858

Afterwards to wit: at the day and place within contained before the Hon Benjamin R. Sheldon Judge of the said Court came as well the said William Hanna by Thomas A. Goodhue his Attorney as the said John B. Angle by Meacham and Bailey his attorneys. and the jurors of the jury whereof mention is within made being called likewise came and being elected tried and sworn to try the several issues within joined the counsel for the plaintiff gave in evidence on his behalf to the said jury the testimony following that is to say.

Jacob Shane sworn as a witness on the part of the plaintiff testified as follows. that between the 19th and twenty fifth of May A.D. 1854 he saw the plaintiff working for the Defendant. Plaintiff worked for the Defendant until about the month of August A.D. 1854. Saw plaintiff do the work ordinarily done on a farm. Saw plaintiff carry brick on the new house. Saw him cultivate corn. plaintiff worked steady. His work carrying the brick worth a dollar a day & board.

Cross examined by Defendant's counsel. Do not know whether the plaintiff was working by the month or by the day. Never heard the plaintiff say he was working for the Defendant by the month. Work on the farm was worth fifteen or sixteen dollars a month & board.

Samuel Shaffer next called and sworn as a witness on the part of the plaintiff. worked for the Defendant in laying brick on his new house in the summer of 1854. commenced working for the Defendant about the 1st of June 1854. and was there about three weeks. Saw the

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plaintiff working there. plaintiff worked well. Saw him carry bricks on the new house. Would not like to do the work the plaintiff done for less than a dollar or a dollar and a quarter a day. Saw him working on the farm. Did not know when plaintiff commenced work for Defendant nor when he quit nor how long he worked. Witness was only there about three weeks but knows he worked three weeks carrying bricks & tending masons.

Cross examined. plaintiff did not carry all the brick on the new house. Never heard the plaintiff say whether he was to work for the Defendant by the day or by the month. Does not know whether he was to work by the day or by the month. But knows he worked & often worked on after the other hands had quit in the evening.

John Brunstin next called and sworn as a witness on the part of the plaintiff. In the month of June 1857. worked for the Defendant seventeen days. while there saw plaintiff working there cultivating corn. and working on farm. Saw him carrying brick on new house. Carrying brick worth a dollar a day & board & washing.

Cross examined. Never heard plaintiff say whether he was to work by the day or by the month. Does not know whether he was to work by the day or by the month. Here plaintiff rested his case.

And thereupon the counsel for the ~~counsel for the~~ Defendant called the following witnesses who severally testified as follows to wit:

Daniel Krider sworn on the part of the Defendant testified as follows. That he is acquainted with the parties to the suit. that on the 20th of August A.D. 1857. plaintiff came to his house and told witness he had left Defendant. that

He had left him two days before that he had a
 good to work for the Defendant four months or
 until the first of October 1857 at Eighteen dollars
 per month. that he commenced work about the
 14th day of May 1857 and worked ^{and} till sixth of
 August following. Witness asked plaintiff for
 what reason he had left the work of Defendant
 and told him he could not recover for his la-
 bor unless he had good reason for leaving.
 plaintiff told him that he and Defendant on the
 day he left commenced cutting flax with a
 machine. that there were two pair of horses
 attached to the machine. that Defendant put
 him on the horses to drive them because it was
 easier to drive than to pitch off. and Defendant
 got on the Machine to pitch off. have to drive
 pretty fast in cutting flax so as to clear the ma-
 chine. Machine will not clear itself unless
 drive fast in cutting flax. Defendant complained
 that plaintiff did not drive fast enough. so
 that the machine would clear itself. and request-
 ed him to drive faster. plaintiff did not drive
 fast enough so that the machine would clear.
 then Defendant got on the horses & drove and
 plaintiff got on the machine to pitch off. and
 after going once round the field plaintiff got
 off the machine and stuck his fork in the ground
 and declared that he would not pitch off any
 more. it was too hard work for him and he
 would not pitch off. Defendant drove the horses
 fast. when plaintiff said that he would not pitch
 off. Defendant then told plaintiff if he would
 not pitch off. he would have to get some one
 else. and after some few words between the par-
 ties. the plaintiff left the Defendant. and went
 away. plaintiff did not say that Defendant
 told him to leave.

cross-examined

The conversation between plaintiff and witness was on the 8th or 9th of August 1854 plaintiff said he had quit the Defendant some two days before the time of the conversation. Plaintiff told witness he had left the Defendant and stated what he had related on the direct examination as the reason of leaving. Plaintiff stated in said conversation no other cause for leaving there except what is related on the direct examination. Witness has stated that he is a farmer. that it is hard work to pitch flax off of machine. that have to drive very fast to make ^{the} machine clear itself

Marcus Montetius sworn next as a witness for the Defendant testified that plaintiff came to him he being Justice of the Peace. and wanted to sue Defendant. Witness told him that better not sue him if he left before his term was out. that he could ^{not} recover unless he had a good reason for leaving. Plaintiff said he had hired the Defendant to work till fall. could not recollect what plaintiff did say precisely. but said he could ^{not} ride on the machine when horses were driven so fast & that they had a quarrel in the flax field

John Blodhopper was next sworn as a witness on the part of the Defendant. Says that he was at work for the Defendant when Plaintiff commenced working there. that he worked for Defendant all the time plaintiff was there. and after plaintiff commenced work on the 14th or 15th of May 1854. and quit on the 6th of August following. Do not know for what reason he quit Defendant. Plaintiff told witness a short time after he commenced working there that he had agreed to work for Defendant for four months or until the first day of October for Eighteen dol-

bars per month. Witness carried most of the Bricks on the new house. Plaintiff carried some of the brick. Plaintiff worked on the farm & done work ordinarily done on the farm.

Cross-examined—Plaintiff slept in the house where he first commenced work. afterwards moved the bed in the barn. Slept with Plaintiff. The bed was made all the time except once or twice when the Defendants child was sick. The Shuts were clean. the bed in the Barn was on a work Bench. consisted of a mattress, Shuts, and clothing usually on a bed. Slats were laid across the Bench & Boards on the side.

Defendant here rested his case. and the plaintiff to rebut the testimony of Defendant recalled the following witness to wit:

Jacob Shore—says that Plaintiff when he was there slept in the Barn on a work bench until the New House was enclosed. after new house enclosed moved the bed into new house
Cross-examined—

Neave heard Plaintiff complain of his treatment at Defendants. Neave heard him complain of his living or of his bed. Defendant lived in an old house. and was that Burns building a new one.

Samuel Shaffer says that Plaintiff slept in the barn while he was there. Bed was on a work Bench

Cross-examined—Neave heard Plaintiff complain of his bed while witness was there. or of his living—

And to rebut the testimony of the Plaintiff. Defendant recalled John Krider—

In the conversation which witness had with Plaintiff he made no complaint

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about his bed or his living. All that he stated as the cause of his leaving the Defendant was what he related about what took place in the flax field. Witness is acquainted with Defendant and his family. Mrs. Angle is a good housekeeper, as there is in the County. Keeps his beds in good order & sets as good a table as anybody does.

John Blodhewer recalled says that he worked for the Defendant all the time that the Plaintiff did. Slept with Plaintiff all its time. Bed was made all the time Plaintiff was there except two nights when Defendant's child was sick, and then witness made the bed. Heard the Plaintiff find no fault with the bed or his living while he was there. the bed was clean and the living was good. Angle treated the Plaintiff well while he was there. Plaintiff made no complaint of his treatment until after he left. Heard Reff say afterwards that his Bed was not a good one. I found fault with it. Here the testimony closed, and the foregoing was all the testimony introduced by either side on the trial.

Then Defendant then asked the Court as follows to wit: The Defendant's counsel asks the Court to instruct the Jury—

That if they believe from the evidence, that the work and labor declared for in this cause was done under a special contract by which the Plaintiff was to work for the Defendant from the time he commenced four months or until the first of October 1857. at \$18 per month. then in that case to entitle the Plaintiff to recover he must show that he performed his contract or show a valid and legal excuse for not performing it.

That if they believe from the evidence that the work and labor declared for by the Plaintiff in this cause was done under a special contract to work four months or until the first of October from the time he commenced his work and that he left the work and service of Defendant before the time he had agreed to work had expired. then to entitle the Defendant to recover for the work actually done he must show he had a legal excuse for leaving the work of the Defendant.

That if the evidence should show that the Plaintiff hired to the Defendant for a certain specified period of time and at a stipulated price per month and that he left the service of the Defendant before the time had expired without a reasonable excuse therefor. then in that case the plaintiff cannot recover for the work actually done. and the jury in that case should find for the Defendant.

The law is well established that a party who enters into a special contract and performs part of it and then without cause and without the agreement or assent of the other party of his own mere volition abandons the performance of his contract he cannot maintain an action on an implied assumpsit for the labor actually performed.

which were given by the Court and the jury then retired to consider of their verdict and after a short absence returned into Court with the following verdict to wit:

We the jurors find for the plaintiff and assess the Damages at forty six dollars and Eighty cents

And thereupon the Counsel for the Defendant moved the Court for a New trial for the reason that the said verdict is against the evidence in the case. and the said verdict should have been for the Defendant. and after hearing the arguments of Counsel for and against said motion overruled the said motion and gave Judgment to which decision of the Court in overruling said motion for a New trial, the Counsel for the Defendant did then and there except. And because the said Exception so offered and made to the decision of the Court overruling the said motion for a new trial, and the said testimony do not appear upon the Record of said trial therefore on the prayer of the said Defendant by his said Counsel the said Circuit Judge hath to this Bill of exceptions set his hand and seal according to the Statute in that case made this 8th day of October A.D. 1858.

Benj. R. Sheldon Prob

State of Illinois }
 Stephenson County } In the Circuit Court of
 Stephenson County

John B. Angle }
 ad }
 William Hanner }

To the above named plaintiffs
 or to Thomas T. Goodhue
 his Attorney— You are hereby notified that on
 Saturday the Ninth day of October 1858 at the
 Court House in the City of Rockford in the
 County of Winnebago in said State at Nine o'clock
 A.M. of that day the Bill of Exceptions in the
 above cause the foregoing being a true copy
 thereof will be settled before Benjamin R. Sheldon

Judge of the 14th Judicial Circuit of Said State.
 McEacham & Bailey
 Atty for Deft

State of Illinois
 Stephenson County

H. C. Hemenway being first duly sworn upon his oath says that on this 4th day of October A.D. 1858 he served a copy of the within Bill of Exceptions and Thomas F. Haden the Atty of the said Mrs. Harnock.

Subscribed and sworn to before

me this 4th Day of Oct 1858—

H. C. Hemenway
 Joseph M. Bailey
 Justice of the Peace

On the Back of which Bill of Exceptions is the following endorsement—“Filed Oct 9. 1858.”
 “L. W. Gustin Clk”

William Hanna } September Term 1858
 " } Plaintiff Costs

John B. Angle

clerk fees

Entg app't atty 15^c Entg app'g Bill Particulars 25^c " 40
 filg Praec Subp 25^c Subp 40^c Subp 40^c Subp 40^c " 60
 Entg filg Subp 15^c Entg 3 writ 15^c Entg filg 3 app 30^c " 60
 Entg on Judt 20^c Entg Judt 35^c Satis Do 15^c " 60
 Entg on Ex 20^c Entg filg 45^c Doc Ex 10^c Shffp ret 10^c " 85
 Bill Csh 30^c Clk t seal Do 35^c " 65

3.70

Shffp fees

County for June \$3.00 docket fee \$1.25 = 4.25
 J. W. Shaffer, Sumg & cal June 60^c
 " Ex retg Subp 2.30 2.90

Witnesses

Samuel Shaffer 4 days 4.00
 John Bennethum 6 " 6.00
 Jacob L. Shane 6 " 6.00 16.00

Justice Court M. Montelius, J. Peace

3.16

J. B. Rockey Const

2.40

jury fee paid by Offt deft

1.50

Witnesses Saml Shaffer, Jacob L. Shane,

Peter Kane, John Bennethum

Robert Ryell, John Platner,

John S. Sean, Peter Best

David Snyder, Wm Snyder &

Robert Young Each 1 day at 50^c

5.50

\$12.56

39.41

Defendants Costs

Doc Suit 10^c filg Cap 50^c from Justice 50^c Sum of filg 45^c = 1.00
 Entg app't atty 15^c filg Praec 5^c 2 Subp filg 80^c 1.00
 Entg Mo leam to ple Plea 20^c Entg 1 filg Plea 25^c Ord to answer Plea 20^c " 65
 Entg Mo new trial 20^c Ord overrdo 20^c Entg Except 20^c " 60
 " Mo in appeal 20^c Ord p'do 20^c Ord bill Except 20^c " 60
 filg Instruct 10^c filg 2 pap 10^c Blo. 30^c Fee bill Ex 45^c " 95

4.80

Shffp fees J. W. Shaffer Ex retg doc & Subp 2.00

Witnesses M. Montelius 5 days \$5.00 David Snyder 8 days \$8.00 13.00

19.80

I, Luther W. Guitauw Clerk of the Circuit Court
in and for said County do certify that foregoing is a
true & correct copy from the Records in my office.

Witness my hand and seal this 19th day
of March A.D. 1859—

L. W. Guitauw, Clerk

State of Illinois
Stephenson County

Yes.

I, Luther W. Guitauw Clerk of the
Circuit Court within and for the County of Stephenson
and State of Illinois; do hereby certify that the forego-
ing abstract contains a full and complete copy
of all the proceedings had in said cause in this
Court, wherein William Hanna is Plaintiff &
John B. Angle is defendant of the same appearing
from the records and files in my office—

Witness my hand and seal of said Court
at Freeport in said County this 19th day
of March A.D. 1859.

L. W. Guitauw, Clerk

State of Illinois Third Grand Division
Supreme Court } April Term Third Grand
Division AD 1859

John B Angle Appellant }
vs }
William Hanna Appellee }

Afterwards to wit
on the 19th Day of April AD 1859 in this
same term before the Justices of the Supreme
Court of the State of Illinois at the City
of Ottawa in the County of LaSalle in
said State comes the said John B Angle by
Mencham & Bailey his attorneys and says that
in the Record and proceedings aforesaid and
also in giving the judgment aforesaid there
is manifest Error in this to wit that
the said Circuit Court denied the motion
made by the said Appellant for a
new trial. There is also manifest Error
in this to wit, that by the Record aforesaid
it appears that the judgment aforesaid
~~was given~~ in favor aforesaid was
given for the said Appellee against the
said Appellant whereas by the Law of
the Land the said judgment ought to have been given
for the said Appellant against the said
William Hanna

And the said John B Angle prays

that the judgment aforesaid for the Errors aforesaid
and other Errors in the Record and proceedings may
be reversed annulled and altogether held for
naught nothing and that he may be restored
to all things which he hath lost by occasion
of the said judgment &c

Mendenhall & Bailey
Attys for Appellant

In nulla est error

W. M. Mendenhall p. d.

State of Illinois

Supreme Court

John B. Angle
Appellant

vs

William Hanna
Appellee

Assignment of Error

Filed April 16, 1839

L. Deland
Clerk

176-217

John B. Angle
vs.

William Hanna

Filed April 16. 1859

L. Leland
Clerk

John B Angel
vs
William Hanna

In the Supreme Court of the
State of Illinois of the 3rd
Grand Division April Term 1859

Appeal from Stephenson County

This cause is a small one. The judgment below was in behalf of the Appellee of 46.⁰⁰/₁₀₀ \$ and costs -

The action was brought by a laborer who had performed services under a special contract.

The terms of the contract were that the Appellee was to work for the Appellant for four months.

The commencement of the contract was May 14th 1857 the expiration was October 1st 1857 -

The Appellant was a farmer

The Appellee a farm hand -

The Appellee worked for the Appellant under his contract from May 14th until August 7th 1857.

The Appellant refused to pay the Appellee for his services so rendered.

The Appellee sued the Appellant upon the special contract and also upon a quantum meruit before a Justice of the Peace

The cause came by appeal into the Circuit Court of Stephenson County -

The ground upon which the Appellee's recovery was resisted was that he had departed from the service

of the appellee "without a lawful excuse" prior to the expiration of his term of service -

This allegation is true in point of time -
The only question for the decision of this court is whether the appellee had a "lawful excuse" for his apparent breach of contract -

Our answer is that the excuse was a lawful one and this is apparent from the whole record if the court will critically examine the testimony

- 1 The appellee was employed as a farm hand
The appellant made a hod carrier of him
- 2 Instead of sleeping in a house as he might reasonably contemplate when he made the contract with the appellant. The appellee was compelled to sleep in a barn

The court will perceive upon examination of the testimony that a hod carrier was entitled to from 1st to 1.25th per day

That the contract price of the appellee as a farm hand was 18¢ per month

And the court will take judicial notice of the fact that a hired servant is not bound to sleep in a barn

Now the only question presented by this record is whether the appellee had a good excuse for leaving his employer and recover upon a quantum meruit for the services he actually did render

Another excuse which I must suggest for the appellee's conduct is that the appellee was compelled to operate a flat machine which required extraordinary physical and mental labor.

Now I put the questions to the Court

- 1 Is the Laborer worthy of his hire
- 2 Was he any rights as against his employer
- 3 If yes, does not this record establish a sufficient excuse for his conduct

Again the verdict is small in this cause.

All of the instructions of the Appellant were given. There is no error if in the instructions for the appellee. The law was fairly presented to the jury. The simple question is whether the verdict in this cause is or is not against evidence.

The rule of this court is that unless a verdict is manifestly and palpably at first blush against the testimony this court will not grant a new trial.

W. A. Maclellan p. &

Ind B. Augell

vs No 176. 217

Wm Hanna

Argument of
N. Blackwell

Filed May 27/9
L. Leland
Clerk

Cont No. not given

STATE OF ILLINOIS, } SS. THIRD GRAND DIVISION,
SUPREME COURT,

JOHN B. ANGLE, Appellant, }
vs.
WILLIAM HANNA, Appellee. }

This was an action for work, labor and services, brought by the Appellee against the Appellant, before a Justice in Stephenson County, and was taken by the Appellant to the Circuit Court of said County, and was tried by a jury before Hon. BENJAMIN R. SHELDON, at the September Term of said Court, A. D. 1858; and judgment was rendered in favor of the Appellee in said Court, for the sum of \$46 80, and costs, from which judgment the said John B. Angle took an appeal to this Court.

The Appellant resisted the recovery in the court below, on the ground that the work and labor for which the suit was brought was done under a special contract, by which the Appellee was to work for the Appellant on his farm for the period of four months, or from the 14th day of May until the 1st of October, 1857; and that the Appellee violated his contract, in departing from the service of the Appellant, without a lawful excuse, and for that reason was not entitled to recover.

The Appellee proved by three witnesses that he worked for the Appellant, on his farm, from about the 14th of May until about the 7th of August, 1857, and that the work consisted in the work ordinarily done on a farm, and in carrying brick on the new house the Appellant was then building.— Carrying brick worth from \$1 00 to \$1 25 per day. In cross-examining the Appellee's witnesses, the Appellant showed that during that time wages of the kind were worth about \$16 per month. See pages 10, 11 and 12 of the record.

*See pages 10, 11 & 12
of the record*

The Appellant proved on the trial that the work was done under a special contract, by which the Appellee agreed to work for the Appellant four months, or until the 1st of October, 1857, for the sum of \$18 per month; and that he commenced work on the 14th of May, 1857, and quit on the 6th or 7th of August, 1857. See pages 11, 12 and 13 of the record.

*See pages 11, 12 & 13
of the record*

The following is the testimony, which shows under what circumstances Appellee left the service of Appellant:

Daniel Krider, witness for Appellee, stated that he is acquainted with the parties to the suit; that on the 8th or 9th of August, A. D. 1857, plaintiff came to his house, and told witness he had left defendant; that he had left him two days before; that he had agreed to work for the defendant four months, or until the first of October, 1857, at eighteen dollars per month; that he commenced work about the 14th day of May, 1857, and worked until the 6th of August following. Witness asked plaintiff for what reason he had left the work of defendant, and told him he could not recover for his labor unless he had good reason for leaving. Plaintiff told him that he and defendant, on the day he left, commenced cutting flax with a machine; that there were two pair of horses attached to the machine; that defendant put him on the horses to drive them, because it was easier to drive than to pitch

off; and defendant got on the machine to pitch off; have to drive pretty fast in cutting flax, so as to clear the machine; machine will not clear itself unless driven fast in cutting flax; defendant complained that plaintiff did not drive fast enough, so that the machine would clear itself, and requested him to drive faster; plaintiff did not drive fast enough so that the machine would clear, and then the defendant got on the horses and drove, and the plaintiff got on the machine to pitch off; and after going once around the field, plaintiff got off the machine and stuck his fork in the ground, and declared that he would not pitch off any more; it was too hard work for him, and he would not pitch off; defendant drove the horses fast, when plaintiff said he would not pitch off; defendant then told plaintiff if he would not pitch off he would have to get some one else, and after some few words between the parties, the plaintiff left the defendant, and went away; plaintiff did not say that defendant told him to leave; plaintiff stated no other cause for having left except as above stated.

And the testimony further shows, that the Appellee was well treated while working for the Appellant, (See pages 11, 12, 13 and 14 of the Record,) and that he made no complaint of bad treatment while working for Appellant.

The cause being submitted to the jury, they returned a verdict in favor of the Appellee, for \$46 80; and thereupon the Appellant moved for a new trial, for the reason that the verdict was against the evidence, and the Court overruled said motion, to which decision of the Court, overruling said motion, the Appellant, by his counsel, excepted, and judgment was entered for the Appellee.

MEACHAM & BAILEY,
Attorneys for Appellant,

*See pages 11, 12, 13
& 14 of the record*

STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1859.

JOHN B. ANGLE, Appellant, vs. WILLIAM HANNA, Appellee.

APPELLANT'S POINTS AND AUTHORITIES.

THE rule is well established, that, if a party enters into a contract to labor for a specified period of time and leaves his employer before the expiration of that time, without sufficient cause, he can recover no compensation for his services. *Chitty on Con 501*

12	Mitchell	286	Philbrook vs. Belknap, 6 Vermont 333.
2	Pickering	267	13 John. 94.
4	"	103+4	8 Cowen 63.
12	John	165-	Marsh vs. Huleson, 1 Wen. 514.
			2 Gil. 91.
			12 John. 165.
			4 Denio 121.

It is not sufficient cause for abandoning the contract, that the party was put upon work not contemplated at the time of the contract.

Chitty on Con 501

6	Vermont	357333
8	"	54
19	"	503

MEACHAM & BAILEY,
Attorneys for Appellant.

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John B Angle

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or
Wm Hanna

Appellants
Pounts & Auerhakes

Filed May 13, 1859

Leland
Clerk

176-217

John B. Angle
vs

William Hanna

Filed April 16, 1839
L. Leland
Clerk

STATE OF ILLINOIS, } SS. THIRD GRAND DIVISION,
SUPREME COURT, }

JOHN B. ANGLE, Appellant, }
vs.
WILLIAM HANNA, Appellee. }

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MEACHAM & BAILEY,
Attorneys for Appellant,

*See pages 11, 12, 13
+ 14 of the record*

176-217

John B. Angle

vs

William Hanna

Abstract

Filed April 16, 1839

L. Leland
Clerk

STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1859.

JOHN B. ANGLE, Appellant, vs. WILLIAM HANNA, Appellee.

APPELLANT'S POINTS AND AUTHORITIES.

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12 Metcalf- 286
2 Pickering 267
4 " 103 & 4

Philbrook vs. Belknap, 6 Vermont 333.
13 John. 94.
8 Cowen 63.
Marsh vs. Baleson, 1 Wen. 514.
2 Gil. 91.
12 John. 165.
4 Denio 121.

It is not sufficient cause for abandoning the contract, that the party was put upon work not contemplated at the time of the contract.

Chitty on Contract, 501 6 Vermont 35. 353
8 Vermont 54
19 " 30 3

MEACHAM & BAILEY,
Attorneys for Appellant.

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John B Angle

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Ann Hanna

Appellants

Points & Auctioneers

Filed May 13. 1859

L. Leland
Clerk

John B. Angle
Appellant

William Hanna appellee

State of Illinois
Supreme Court of
Jud Land Division

Appeal.

And now comes
The said William Hanna appellee
as aforesaid by V. J. Goodhue his atty
and responds to the errors assigned
upon the record in this case by the said
Angle and says that there is no sufficient
error
in the record of proceedings in this case
to bar him from sustaining his aforesaid
judgement by him obtained in the above
record in this case and prays that
the same may remain in full force
& effect —

V. J. Goodhue
Atty for Appellee

John A. Angle
v

William Hanna
Clerk in Enos

Angle { No 176
Hanna { serves from 14 May
1857 to 6 day of August
1857 — at 1.25 per day —

- P 10. I have says on 19 May saw Hanna
at work & worked until 7th Aug — with
\$1.00 per day & board — worked well.
11. Shaffer saw him about three weeks
worth from \$1 — to 1 1/4 per day & board
left with
11. Tryde helps to adurn of Hanna that on
9th Aug^t — he left Angle

STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1859.

JOHN B. ANGLE, Appellant, vs. WILLIAM HANNA, Appellee.

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Chitty Con 501
6 Vermont 35 333
8 " 54
19 303

MEACHAM & BAILEY,
Attorneys for Appellant.

176th

John B. Angle

of
Hm Hanna

Appellants Points
and authority

Filed May 13. 1859

Leland
Clark

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