

No. 13128

Supreme Court of Illinois

School Inspectors, City
of Peoria

vs.

Hughes

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 185.

~~1860~~

Richard
Schaefer
Inspector
vs
Heggs

18128

STATE OF ILLINOIS---SUPREME COURT.

Third Grand Division thereof--April Term, 1860.

THE BOARD OF SCHOOL INSPECTORS, OF THE CITY OF PEORIA, vs. ANN HUGHES.	}	<i>Appeal from Peoria County Cenrt.</i>
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POINT MADE BY APPELLANT.

The verdict in this case was wholly unwarranted by the proof; substantial justice was not done, and a new trial should have been granted.

Where Substantial justice is not done and the verdict, through misapprehension or otherwise, is either without sufficient evidence to support it, or is manifestly against the weight of evidence, a new trial will be granted.

Schwab vs. Gingerich, 13 Ill., 697.

Scott vs. Blumb, 2 Gilm. 595.

Baker vs. Pritchett, 16 Illinois, 66.

So, if the jury mistake or disregard the evidence or the law applicable to it, or neglect properly to consider the facts, or overlook material points in them, and fail to do substantial justice, a new trial should be granted.

Gordon vs. Cook, 11 Illinois, 142;

Higgins vs. Lee, 16 Ill., 495; 4 cases cited.

COOPER, *For Appellant.*

185 34
Apts Ref
Board of School
Directors

no

Hughes

Filed Apr 20, 1861
L. L. Leland
Clerk

STATE OF ILLINOIS, ss.

{ IN THE SUPREME COURT,
Ottawa Term, A. D. 1860.

THE BOARD OF SCHOOL INSPECT-
ORS OF THE CITY OF PEORIA,
v.
ANN HUGHES.

} APPEAL FROM PEORIA COUNTY COURT.

BRIEF OF CHARLES C. BONNEY FOR APPELLEE.

1. The evidence much more than warrants the verdict. It sufficiently appears that for a year or upwards the plaintiff below rendered services, worth a dollar per day or upwards, for the appellants. She took entire charge of a large three-story school house, capable of seating two hundred and forty scholars; she kept up the fires in the furnace and stoves; swept the floors and dusted the seats daily; washed the floors, stairways, blackboards, and windows, as often as required; she also had charge of the privies belonging to the house; carried out the cinders and ashes; brought in the wood and coal; and carried water from her dwelling to wash the floors, &c. She built the fires at four o'clock in the morning during the winter months, and worked as late as nine or ten o'clock in the evening sweeping and dusting the rooms, assisted by her children. For all this severe labor she recovered the moderate sum of two hundred and eight dollars.

2. But the Board of School Inspectors of the City of Peoria have a counter claim: This widow and her fatherless children, for the convenience of her employers, and to be nearer her work, occupied a modest little tenement on the school house lot—two small rooms and a smaller kitchen. Besides this she had her two children in school during a portion of the time. True the rain and snow came in through the weather-worn hovel upon the stove, the carpet, and the bed; true the tuition was only a dollar per term, but even in “this land of the free, and this home of the brave,” where “labor, all labor, is noble and holy,” widows must not be allowed too large a liberty, or too liberal a compensation, and accordingly the Board of School Inspectors of the city of Peoria charge the widow, Ann Hughes, \$500 for the use of the tenement aforesaid! and \$10 for the tuition aforesaid! and deem this, with the honor of being in their service, an abundant compensation for the labor performed by herself and her children.

3. There is something infinitely ludicrous in the scene of the nine school inspectors of the city of Peoria lugubriously supplicating the supreme court to protect them from the jury-sustained rapacity of the widow Hughes. If the measure of damages could be the benefit of her services to the public—her contributions to the comfort, convenience, cleanliness, and health, of the more than two hundred children attending the school—then four-fold the amount of her demand could not be justly called excessive.

The verdict is for too small rather than too large a sum, and the judgment of the court below should be affirmed.

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SUPREME COURT
AT OTTAWA.

THE BOARD OF SCHOOL INSTRUCTORS OF THE
CITY OF PEORIA,
v.
ANN HUGHES.

APPELLEE'S BRIEF.

Filed Apr 20, 1860
Admstr
Clerk

CHARLES C. BONNEY.

State of Illinois p
In the Supreme Court
Ottawa Term A.D. 1860
School Inspectors
v
Ann Hughes
Appeal from
Penui County Court.

Reply of Charles L. Boring for app-
-ee to Jonathan K. Coopers points for
appellants -

1. If the evidence given for the
appellants be regarded in the
most favorable light, it is not
conclusive - it could not
compel the jury to find a
special contract - ~~they~~ had
the right to deem the evidence
insufficient for that purpose
and even though the court
might entertain a different
opinion, it would not interfere
with the verdict and judgment
brought up from the court below.

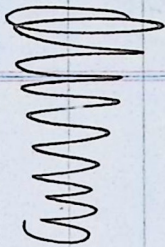
2 There is nothing in the case to show any "mistake", or "neglect" of the jury: they took the testimony of the employees of the appellants of witnesses whom the appellants had by their acts declared entitled to the highest confidence and respect, and found thereon a moderate verdict for the plaintiff below. In fact, ~~this~~ (as stated at the bar and not denied by Mr. Cooper,) ~~is the second trial by jury of this case.~~ There have already been two trials by jury, of the facts in this case, and the second verdict is larger than the first. And it is seriously insisted for the appellee, that there is much in the case to warrant the belief, that the only object of the appellants in ordering the prosecution of this appeal, was to annoy and oppress the appellee, and compel her to spend the money which she well know they must eventually

nally pay her, in carrying on this litigation - It is not a little astounding, that men who, acting in an individual capacity would scorn to do a dishonorable thing, will, when acting in a corporate capacity, descend without a blush of shame to the lowest depths of pusillanimous meanness!

3 More than this - the court will not reverse a judgment on a question of this kind, when the court can see that the reversal cannot advantage the party asking it - and this court can very readily see, that after what has transpired in the case, no jury will ever give the appellee less than the amount of the judgment below.



185-34
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Inspectors
Hughes



Bonney's reply
to Cooper's brief

Filed 3^d May 86
L. L. Bond
clerk

The Board of School } Supreme Court:
 Inspectors of Pesia = } 3rd Grand Division:
 sed. } April Term A.D. 1860:
 Ann Hughes: } Appeal from Pesia Co. Court

Statement of the Case & suggestions on part of Appellant

The sole point made is, that the verdict was unwarranted by the evidence & a new trial should have been awarded in the court below =

The case is this: Appellee sued appellant in said County Court, to the May Term 1859, upon an acct of \$415.³⁵/₁₀₀, for services as Janitor of one of Appellant's School Buildings, from Nov. 1/56 to Sept. 1/57, and a couple of small items for Coal & Wood claimed to be furnished:

Def't filed plea of general issue, with notice of offset & payment in full =

The cause was tried at the July Term A.D. 1859, & verdict & judgment for plff for \$208.⁰⁰. A little figuring shows just how this verdict was arrived at by the jury =

The proof is, that the services of plff terminated about the 1st or 2nd of July 1857. One of plff's witnesses stated that her daily services equalled about an ordinary days labor at House Cleaning. And that such labor was worth one dollar per day = Now the number of days from Nov. 1/56

over

to July 1/57 is just 242, = deduct the 34 Sabbaths which would intervene in this period, and we have left 208. the exact amount of the verdict = The little items for coal & kindling wood were, doubtless, either thrown out, as not proved, which they were not, ^(at least not clearly) or counterbalanced by the schooling of plff's children, and the probability, under the proof, that, if furnished, they were returned in kind =

I affirm then that the verdict was based upon a simple estimate of so much per day for her entire services during the entire period.

Now, this finding, it is insisted, could only have been predicated upon a partial view of the case, wholly overlooking or disregarding a material portion of the testimony, in part of her own unimpeached, ~~and wholly~~ all of it, entirely uncontradicted & unimpeached = For, I take it to be indisputable from the evidence, that the major part of these services was rendered under a special contract with the Board, the dft below & Appellant here, by which she received her pay as the work per-
formed, and as to the residue of such services, she was largely overpaid, in the same way, at the time suit was commenced, and still more at the time of trial.

A simple statement of the case will show this. The premises, for taking care of which the suit is brought are situate on part of Lots 2, 4, & 6, in Block 23, Ream and consist of a pretty large School Building and

And which schools were then established & kept open in the 2nd & 3rd stories
of said school Building and located by a furnace in the basement of
the same Building.

Apprentices; and ~~a small dwelling house~~, and
there was also, during the period of these services,
and for a good while subsequent & prior thereto, a
small dwelling house situate on part of the same
lots, with a large cistern connected with the school
Building = These premises became the property of the
Appellant about the 17th of April 1856, prior
to which time they belonged to the Peoria Female A-
cademy Association, which used them, that is,
the school house part, for the purposes of a Select
Female School = In the fall, about Sept. 1/55,
John Hamlin, on behalf of said Female Academy, con-
(who at that time & afterwards continued to take in & do the washing,)
tracted with the plaintiff below, to take charge of these
school premises, as janitor, keep up fires & do
all that was necessary to keep them in good order
for the use of the schools then established therein.
And in full for such services, she was to occupy said
dwelling house, have the use of the water from said
cistern and the schooling of one child, free of
charge = Under this arrangement she moved into
the dwelling house, took care of the school premi-
ses, had her child schooled & used ~~the~~ water from
the cistern, what she did & what she received, being
regarded on both sides, as a fair equivalent.
In full, the one for the other = This continued till
in April 1856, when the present Board purchased & took
possession of these premises, shortly after which, Mr.
Hopkins, acting for said Board, the Appellant being,

order

called on the Appellee renewed with her the same contract, which she before had with the Female Acad-
emy Association - This is the clear & unmistakable import of his testimony: Mr. Hopkins found her engaged in sweeping the floors of the School Building, and without farther contract, she continued right along to do the same services as before, and on the other hand to reside in the dwelling, and receive the other considerations, in the way of Schooling &c. in full for these services as long as Mr. Hopkins was Superintendent, which continued till Sept. 1856. When Mr. Honey took his place: When Mr. Honey came in place of Mr. Hopkins, he found Appellee acting as Janitor, in which capacity she continued, without any new contract except as now to be stated, till the end of the Summer term in 1857, which is shown to have ended about the beginning of July in that year, at which time her services for the Board entirely ceased: The testimony of Mr. Honey who is her own witness, shows what her duties were and that they embraced every thing that was necessary to keep the premises in order for the Schools, and including care of ^{out buildings} - Some time in the month of November 1856, Mr. Honey ~~thinking~~ becoming dissatisfied with the way the premises were kept, applied to Mrs. Hughes to wash the floors more frequently. She was then in the habit of sweeping & dusting them once a day & washing them occasionally. ~~She replied that~~ He told her he wished her to wash them once a week:

she replied that, for the pay she was receiving, she could not afford to wash them oftener than she was then doing: He told her he wanted them washed once a week, and that if she would do it she should be paid what it was reasonably worth: This was all that was said, and from that ~~time~~ time till appellee's time expired, she washed the floors once a week, in all other respects doing just as she had done before, but keeping the premises clean in good order: Except in the single matter however of washing the floors more frequently, no additional labor was imposed, nor any new contract made, so far as the premises in their then condition were concerned: But near about the same time, the Board fitted up the Basement of the Building for a school, and appellee took charge of that also, performing the same services relatively, in the Basement, which she did in the residue of the Building: In the judgment of Mr. Honey, the only witness who testified upon the subject, her labor was thus increased, to wit: by the additional washing of floors, and keeping the Basement in order for the school, one third over what it had previously been; And to this extent she was undoubtedly entitled to additional compensation from that time forth, so long as her services continued: For all her other services she received her compensation, as she did the work, in the rents of the dwelling house, school

over

ing other children &c., just as she had done prior to the time for which her present Bill is filed - The only difference being, that for most, if not all the time, she had two children schooled instead of one, which seems to have been tacitly ~~agreed~~ assented to by the Board, and was not unreasonable, as the charge for schooling under the New System was less than it had been before -

The question then is, was she paid for these extra services, above referred to? I answer, yes, more than four times over in the use & occupation of the dwelling House & appurtenances, of the Appellant, which she continued to hold & enjoy, without the payment of one dollar of rent, for nearly, if not quite two years after her services ceased. When, assuming the comparative value of those extra services, as fixed by the Evidence, to be correct, she was rightfully entitled to hold these premises in payment of such services, not over five months, at most, after she quit Appellant's employment - If it be objected that there are not certain data by which to determine the value, ^{of the use &c.} of said dwelling House premises, I answer, the Appellee has, herself, fixed this, by accepting these rents, with the slight addition of the schooling in full, for ^{the whole time of} ~~the whole time of~~ her entire services, before they were increased, as aforesaid - Nor can she object to receiving her pay in this way. If she did not want

the premises after she quit work for Appellant it was her own folly to hold them, which she did, for a long time against Appellant's Will and until she was ejected therefrom by process of law, as shown in the proof: Her Declaration, indeed, to the Committee of the Board who came to get her out, is significant, if not conclusive proof, that she was taking her pay in this way: But however this may be, she could not hold them, without account to Appellant for their value, and ~~the~~ Appellant was undoubtedly entitled to set off these rents against whatever might otherwise be due her for her services: All this however, the jury either overlooked or disregarded, as is clear from the verdict, and found for the Appellee, ~~as the~~ ~~special~~

and at a rate which would make the school system rather expensive, ~~and at a~~ ~~rate which would make the school system rather expensive,~~ day for her services, entirely if from the Special Contract, & Compensation thereunder made, for the great part of those services, as they were rendered, no less than the large consideration received afterwards for what extra services she did:

For these reasons she cause injustice has undoubtedly been done, I submit that the judgment below should be reversed:

The first point made by Counsel for Appellee in printed Brief, is, I apprehend, sufficiently met by the statement & suggestions above made: As the other points in that Brief, seem

to me rather a Stump Speech, intended for some
other ^{locality} ~~locality~~, than a serious argument ad-
dressed to this court, I conceive it neither im-
portant nor appropriate, to attempt any re-
ply to them here:-

A reference to one or two additional au-
thorities is all I wish to add:-

When a verdict is bottomed on a par-
tial view of the testimony & therefore clearly unjust,
it will be set aside & a new trial granted:-
Graham & Waterman on New trials, 1.362:-

Even where there is a conflict of testimony,
if manifest injustice has been done, a new trial
will be granted: *ibid.* 3.1240, 1241:-

So, if the jury have misapprehended the
facts or the law applicable to them. ~~ibid. 23, 330:-~~
or have drawn erroneous conclusions from
the proofs: *ibid.* 1330, 1331:-

Verdicts are more readily set aside & new
trials granted in actions of contract, than
in those of delicto:- Fish & al. vs. Roseberry, 22.
Ills. Rep. 288:-

J. K. Cooper
for appellant

School Inspectors

vs. =
Ann Hughes

Argument for
appellant =

1.

Be it remembered that heretofore
to wit, on the 18th day of May, A.D. 1859 there
was issued from the Clerk's office of the
Said County Court a certain Summon which
in words and figures as follows
To Wit

Summons

State of Illinois }
Peoria County }

The People of the State of
Illinois to the Sheriff of Peoria County
Greeting-

We command you that you Summon
The Board of School Inspectors of
the City of Peoria if they shall be found in your
County personally to be and appear before ~~and~~
the County Court of said Peoria County on the
first day of the next term thereof to be holden
at the Court house in Peoria, in said Peoria County
on the First Monday of June 1859 to answer
unto Ann Hughes in a plea of Trespass on
the case upon promises to the damage of ^{the} Said
plaintiff as she says in the sum of Five Hundred
Dollars. And have you then and there this writ
with an endorsement thereon in what manner you
shall have executed the same.

Witness Charles Kettell Clerk of our said Court
and seal thereof at Peoria aforesaid this 18th day of May
A.D. 1859

Seal

Charles Kettell, Clerk
By Geo. W. Kettell, Deputy Clerk

County Court - Summons
Peoria County Court

Ann Hughes

The Board of School Inspectors
City of Peoria

State of Illinois } I have read
Peoria County } this summons
by reading to Ann P. Bartlett
President of said Board & Benjamin
L. Bond and Secretary of said
Board of School Inspectors of the
City of Peoria the within named
this 19th day of May A.D. 1859

John Bayner, Sheriff
By B. M. Casley

Fees \$1.30

And afterwards to wit on the 18th day of May 1859
there was filed at the Clerk's office of the County
Clerk a certain Declaration which in words and
figures as follows

To Wit

Declaration.

State of Illinois } ss
County of Peoria }

In the County Court of
the June Term A.D. 1859.

Ann Hughes }
vs

The Board of School
Inspectors of the City
of Peoria }

Declaration
In Assumpsit

Ann Hughes Plaintiff in this suit by
Bonney & O'Brien her Attorneys complains

of The Board of School Inspectors of the City of Peoria Defendants in this suit, of Plea of Trespass on the case upon promises,

For that whereas heretofore to wit on or about the 16th day of May A.D. 1859 at Peoria to wit in the County of Peoria aforesaid the said defendants were indebted to the said plaintiff in the sum of Five Hundred dollars for work Labor and Service in and about the sweeping Cleaning washing Scrubbing warming dusting and otherwise taking care of and attending to a certain School House and other buildings belonging to the said defendants to wit the 3^d ward School House in the City of Peoria in the County of Peoria aforesaid and buildings belonging to and connected with said School House at the special instance and request of the said defendants and being so indebted they the said defendants in consideration of the promises undertaken and promised to pay to the said plaintiff the said sum of five hundred dollars on request—

And whereas also the defendants on the sixteenth day of May A.D. 1859 at Peoria to wit in County of Peoria aforesaid were indebted to the ~~defendants~~ plaintiff in the sum of five hundred dollars for the price & and value of goods then and there sold and delivered by the plaintiff to the defendants

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at their request. And in the sum of five Hundred dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendants at their request.

And in the sum of five Hundred dollars for money then and there lent by the plaintiff to the defendants at their request. And the sum of ^{five hundred dollars for money then & there paid by the plaintiff for the use of the defendants at their request} ~~five hundred dollars for money then and there~~ ^{and the sum of} received by the defendants for ^{the} use of the plaintiff.

And the sum of five hundred dollars for money found to be due from the defendants ^{to the} plaintiff on account then and there stated between them. And whereas the defendants afterwards to wit on the day and year last aforesaid at the place to wit in the county of Pavia aforesaid in consideration of the promises respectively then and there promised to pay the said last-mentioned several monies respectively to the plaintiff on request.

Yet although requested the said defendants have disregarded their promises and have not paid any of the said monies in this declaration mentioned or any part thereof to the damage of the plaintiff of five hundred dollars and therefore she Brings suit &c

Bonney & O'Brien

Attorneys for Plaintiff

Ann Hughes
vs
The Board of Inspectors

In the County Court

The following is a copy of the
Account filed on in the foregoing declaration.
Account vs

School Inspectors Defendants	Dr
To Ann Hughes Plaintiff	
To amount of services in taking care of School House. Sweeping warming cleaning washing same &c and keeping in order for for daily use	500 00
To Goods wares & Merchandize	500 00
" Work Labor & Materials	500 00
" Money lent &c	500 00
" Money paid &c	500 00
" Money received &c	500 00
" Money due on account stated	500 00

Indorsement
In the County Court.
Ann Hughes
School Inspectors
Declarations and Copy of
Case of Action
Filed May 18th 1867
Chas Nettelle Clerk
Bonney & O'Brien
Attorneys for Plaintiff

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And on the 18th day of May 1859 there was
 filed in the Clerk's office of the County Court
 a certain Plaintiffs Account which in
 words and figures as follows

To Wit,

Plffs.
 Account.

The Board of School Inspectors of the
 City of Peoria Dr
 To Ann Hughes

To Making fire Shopping, Cleaning,
 dusting, washing, scouring, scrubbing
 and otherwise taking care of Third
 Ward School House and the appertinances
 thereunto belonging from November 1st 1856
 to September 1st 1857 — \$ 415, 35

To Thirtyfive Bushels of Coal
 furnish during said time

4,20

To Six Boxes of Kindling Wood

12 60

\$ 432, 15

Ann Hughes
 Vs
 School Inspectors
 Plaintiffs Account

Filed May 18th 1859

Chas. Mettelle
 Clerk

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And afterwards to wit on the 11th day of June 1859 there was filed at the Clerk's Office of the County Clerk a certain plea of defendants which in words and figures as follows
 To Wit,

Pleas	Ann Hughes vs The Board of School Inspectors of the City of Peoria	}	In the County Court Peoria County Illinois of the July term, A.D. 1859
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And the said defendants by Cooper their Attorney come & defend the wrong & injury when &c. & say they did not undertake or promise in manner & form as said plaintiff hath above thereof complained against them and of this they put themselves upon the County &c

Cooper for Dfts

And the said plaintiff doth the like
 Bonney & O'Brien

The said plaintiff Ann Hughes will take notice that under the plea of the general issue above pleaded the defendants will set up and offer to prove upon the trial of said cause, payments in full by said defendants to said plaintiff for all services rendered & other causes of action declared on in the rents of the dwelling

House & premises occupied by said Plaintiff and belonging to said Defendants, situated on part-part of Lot 6 in Block 23 in the city of Peoria in said County & State, and in coal and kindling wood returned and furnished to said Plaintiff, and in schooling of her Children. Said Defendants will further claim & prove on the trial that said Plaintiff has been largely overpaid in manner aforesaid, for all such services & other demands as per account here to annexed, and they will ask @ judgment in their favor for the excess so overpaid

Cooper

for Dfts

Ann Hughes

To the Board School inspectors Dr
 1859 June 1 To rents on premises situated on
 Lot 6 Block 23 Peoria occupied by
 myself from Nov 1st /56 to date say \$500.00
 To addition rents to time of trial -
 To Wood & Coal furnished you 20.00
 To Schooling of your Children
 three terms 10.00

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And afterwards to wit on the 7th July 1859
there was filed in the Clerk's office of the
County Clerk a certain Writ which in
words and figures as follows

To Wit

Verdict
of
Jury

Ann Hughes
vs
The Board of
School Inspectors

That the jury in the above
entitled case find a Writ for the Plaintiff
and assess damages in the amount of
Two Hundred and eight Dollars
Given from Peoria July 7th 1859

E D Palmer
E Mathews
E White
W S Hanna
Wm Wop

A Richardson
J D Murphy
A Elder
A Johnst
J A Cornwell
Hugh Mill
S J Lohmann

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Record
Court.

Proceedings of the County Court of
Peoria County and State of Illinois
began and held at the Court house
in Peoria under its extended jurisdiction
for Judicial and other purposes and presiding
The Honorable Wellington Louck Judge
and Chas. Kettelle Clerk and
John Bryner, Sheriff on Monday
June 6th 1859

Ann Hughes

vs

The Board School Inspectors
City of Peoria

Assumpsit

This day came the ^{said} Plaintiff
by Bormey & O'Brien her Attorney and the
said defendants being three times solemnly
called came not but made default.
Therefore it is considered by the Court
that the said Plaintiff ought to recover
of and from the said defendants her damages
by reason of the premises, but because
the Court knows not what ~~the~~ damages
the said Plaintiff hath sustained it is
ordered by the Court that a writ of
Enquiry issue in the cause during vacation
to the Sheriff of this County, Commanding
him to have twelve good and Lawful

men to Enquire into and assess the amount of damages due ~~the~~ said plaintiff, and report the same to this Court

Wednesday June 8th 1859
Ann Hughes

vs

The Board of School Inspectors
of the City of Peoria

Assumpsit

This day came the said Plaintiff by Chas C Bonney & O'Brien her attorneys and the said defendants by J H Cooper their attorney, and this cause came on to be heard on the motion of the said defendant to be set aside the default &c, rendered in this cause. The Court being sufficiently advised in the premises doth sustain the said motion and orders that the default rendered heretofore in this cause be set aside and rendered ~~no~~ of no effect and that this cause be continued untill July term 1859 the said defendant having leave to plead 10 days before next term,

Proceedings of the County Court of Peoria County, began and held at the Court House in the City of Peoria in said County on Monday July 4th 1859 for judicial and

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other business under the act of Extending
the jurisdiction of the said Court
Present Hon Wellington Loucks Judge
" Charles Nettell Clerk
and John Bryner Sheriff

Thursday July 7th 1859

Ann Hughes

v.s

The Board of School Inspectors
City of Pavia

Assumpsit

This day came the
said plaintiff by Bonney & O'Brien
her attorneys and the said defendants
by Jonathan St Cooper their attorney
and the issues being joined it is ordered
by the Court that a jury be impanelled
to try said cause. Whereupon came a
jury of twelve good and lawful men
to wit Hugh Neal, E Mathews J St.
Murphy Augustus Schultz Alpheus
Richardson E D Palmer Albert Elder
William Mop S T Sottman W S Hanna
J W Cromwell and E White who were duly
chosen tried and sworn and having heard
the evidence in the case and being fully
advised in the premises returned to the
Court the following verdict

"The the jury in the above entitled cause find a verdict for the Plaintiff and assess damages in the amount of Two Hundred and Eight Dollars. Thereupon the said defendants by their Attorney Entered their Motion for new trial for reason on file. The Court being sufficiently advised in the premises doth overrule the said Motion. Therefore it is considered by the Court, that the said Ann Hughes do have and recover of and from the said Board of School Inspectors of the City of Peoria the aforesaid sum of \$208.00 Two Hundred and Eight-Dollars her damage aforesaid in form aforesaid assessed and also her cost cost and ~~her~~ charges by her in this behalf Expended and that she have execution therefore

Whereupon the said defendants pray an appeal of this cause to the Supreme Court of this State which is allowed on their entering into Bonds in the penal sum of Five Hundred Dollars within twenty days Security to be approved by the Clerk

And afterwards to wit on the 9th day of July 1859 there was filed in the Clerk's office of the County Court a certain Bill of ~~Acceptance~~ ^{Exception} which in words and figures as follows

To Wit-

Bill of
Exceptions

Ann Hughes
vs
The Board of School Inspectors
of the City of Peoria

} In the County
Court Peoria County
Ills. July Term
A.D. 1859

Be it remembered that on the coming on of this cause for trial before the Court saying the plaintiff to maintain the issue on her part called first Miss Sarah Smith who being duly sworn testified as follows

I know Mrs Hughes the plaintiff and am acquainted with the School Buildings & premises belonging to the School Inspectors in the 3^d ward or district in the City of Peoria.

I am and have been since the latter part of November 1856 a teacher in the primary department kept in the basement of said School Building. I found Mrs Hughes in charge of said premises as janitor when I first began to teach there and she continued in the service of said Board in that capacity till Mr Hovey who was Superintendent at that time left. This was some time in the

Summer of 1857. But I do not recollect certainly at what date he did leave, The summer term closed about the beginning of July 1857 and there was then a vacation of two weeks, the school not commencing again till about the 2nd week in September.

During the period I speak of, Mrs Hughes had charge of the School Buildings & premises abroad named generally. She cleaned out, carried off the Ashes built and kept up the fire in the furnace & stoves in the building, swept & dusted & washed the parlors, rooms, stairways & passages in the School Buildings, and did all that was necessary in these ways to keep the premises in order and fit for ^{the} school and she did it well. I do not know so much about the other rooms in the buildings but my apartments ^{were} well cared for, there was one stove in my room, and may have been two a part of the time, tho I do not recollect about this. Besides my school room there was a sleeping room in the Basement belonging to my apartments & used also for a chapel room which was warmed by pipes from the furnace also in the Basement. Mrs Hughes swept and dusted my rooms once a day after school closed in the evening. She also dusted them in the morning, and washed the floors once a week or about

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that often on Saturday she also washed the
windows & Blackboards when they needed it.
I cannot tell how often, but may have done so
once a week - the windows not taken out
when washed. - She lived on the premises
in a house on the lower end of the lot, and
if she used warm water for washing, heated
it in the house, where she lived. She got
water from a cistern on the premises a
few feet from the School Building.

Mrs Hughes has run in the habit of taking
in and doing washing of clothes for others
and I think she got her water for this
from the cistern. Tho I do not recollect or
know certainly where she got water for this
purpose - My Schoolroom has seats ~~six~~
for about 80 scholars. The Building is
of three stories, and there are 4 rows when
Mrs Hughes had charge of the premises, Schools
in each story. There are 6 windows in the
Basement 9 in the 2nd story & 11 in the 3rd.
The seats in my room have wooden feet or
bottoms and made fast to the floor. Those
in the rooms above have ~~wood~~ ^{iron} feet. It is more
troublesome to sweep & dust in my room than
in the others for reason, that a broom cannot
conveniently be got under the bottom part of
the seats and it has to be done with a brush

The seats up stairs are ^{more} made open below, and
 the sleeping under them can be done with a broom.
 The basement of this building has an area wall
 round it & an open space of two or three feet
 between this wall and the building which is
 paved. The entrance for the scholars into the
 Basement is from the ^{same} ~~basement~~ by a ^{flight} ~~height~~ of 4
 or 5 ^{open} ~~steps~~ into this area, from which the
 door opens level with the pavement of the area
 into the school room. When the room was
 washed the water used might have been swept
 out into this area. ^{But I do not think Mrs Hughes did this as I observed never drained water or slosh left in it.} I presume she must have
 lifted the water in buckets, and carried it
 out. There was an inside stairway leading
 from the dressing room in the Basement to
 the ~~second~~ second story, but this was not
 used by the scholars & was generally closed.
 From the 2nd to the 3rd story there was a pretty
 wide flight of stairs which was the passage
 by which the scholars had access to the
 3rd story and had to be swept and washed
 in connection with the upper school room.
 After Mrs Hughes quit the service of the Board
 as above stated, she continued to live
 in the same house on the school premises
 till within a few weeks since, Mrs Hughes
 had two children in my school a girl & a
 boy from the time I commenced ^{to} teach till she quit
 taking care of the premises or most of the time.

Miss Martha Gray, next called by the plaintiff testified that she had heard the evidence of Miss Smith, and that it was true, so far as it came within her knowledge. Witness was a pupil ~~was~~ in the school taught in the upper rooms of said building during the time testified to by Miss Smith, to wit from November 1856 till the end of the summer term in 1857 and for some time previous and knew that Mrs Hughes had charge of said Building & premises as janitor during said period - She kept up the fire in the furnace swept dusted and washed the upper rooms of said building during said time as stated by Miss Smith, in regard to the lower rooms - she did the work well.

The ordinary pay of a woman for house cleaning and washing in Peoria is and was at that time one dollar per day and board -

It is worth that. There is a stair way & Entrance leading from the front of the Building on the outside into the 2nd story and from the 2nd to the 3rd story.

By which the scholars in those apartments enter. There are three rooms in each of the upper stories, to wit, a large school room a class room and a dressing room in each, there are seats for about 80 scholars

in each of the School Rooms up stairs
 There are blackboards in each of the
 School rooms up stairs across the one
 end of each of said rooms extended also
 & about two feet past the corners on each
 side as also similar Boards, part way
 across the opposite ends of each of said
 rooms. These Boards were about 3 to $3\frac{1}{2}$ feet
 wide. They with the windows were washed
 occasionally by Mrs Hughes. The floors I think
 she washed once a week & she may have
 washed the windows & boards as often.
 She dusted & swept the rooms ^{every} ~~each~~ day.

The amount of work Mrs Hughes did
 daily would amount to about an ordinary
 days work at house cleaning

Mary Hughes called by plaintiff said
 I am the daughter of plaintiff. Mother
 had charge of the School Buildings in the 3^d
 Ward Poria from November 1856 till the
 summer or fall of 1857 & for a good while
 before that time. Besides the School House
 there are ^{two} yards one for girls & one for boys
 and prairie in each. The prairie on the girls
 side had 6 apartments, that one on the
 boys two. My Mother had the charge of
 these. Mother furnished some coal &
 kindling wood for the fire in the

School House. Don't know whether she furnished as much as a load of coal or not how much kindling wood she furnished. I helped mother about cleaning the house no one else helped her except my brother who carried water & things for her. Mother swept & dusted the house in the mornings & evenings she dusted some rooms in the evening & some in the morning. She worked sometimes till 9 or 10 o'clock at night she had to get up about 4 o'clock in the winter to keep the fire in the furnace. She got up for this purpose before I was awake. On Saturdays she was engaged all day in sweeping dusting & washing the House. Mother heated the water she used in washing the house at her house and carried it from there. She lived on the other end of the School lot.

Cr. Ex. = I am 12 years & 5 months old at this time. My brother is now between 10 & 11 years old. Mother continued to live in the House on the School lot till within 2 or three weeks since. She did not leave this House till the School Inspectors put her out. An officer came & put her out.

Re, Ex- The House was old leaked in the back part. It has two rooms & a kitchen.

The water and snow when it stormed came in so as to injure & spoile mother's stove & other furniture, to wit bed & carpet.

Some of the Inspectors Mr Bouldand, Mr Heanuel & Mr Gale came about two or three weeks after Christmas & wanted to get mother out of the house. She would not go. Mr Bouldand said if she did not go they would have to burn the House or do something. She said she would ~~not~~ keep the house till they paid her.

They said they did not owe her anything.

Charles C. Hovey next called by plaintiff said, - I was superintendant of Schools in Peoria under the School Inspectors from September 1856 till the end of the summer term 1857 which was about the 2nd day of July, when I quit and left Peoria soon after. I had before this been principal of the school kept in the upper story of the school building, in the 3rd district in Peoria, from the time these premises came into the possession of the present Board of School Inspectors. This was about the latter end of April 1856. I found the plaintiff Aaron Hughes.

when acting as janitor of these school premises she continued to act ~~as~~ in this capacity till the end of the Summer term, in 1857 when I left. Her duties were to keep up the fire, sweep & dust the school room & attendances in the Buildings ^{take charge of the outbuilding} & keep the premises clean & in order generally & fit for the use of schools, in short to perform ordinary janitors service in such cases. From the time I came into these premises till ⁱⁿ the fall of 1856 there was no school in the basement of the Building. Schools were kept in the 2nd & 3rd floors which were warmed by the furnace in the Basement. Sometime about the first of November 1856 I became dissatisfied with the way the premises were kept. I'd the plf, swept & dusted them once a day and I believe washed them occasionally.

They were not kept as clean as I wanted them, not so much so as the other School Building in the city under my Superintendence & in Charge of other janitors.

There began to be a good deal of mud about this time, and as the Misses in these schools wore long dresses they became soiled.

I therefore spoke to Mrs Hughes about it, and told her I wished her to wash the floors more frequently.

She replied that for the amount of pay she was getting from the Board she could not afford to wash them ~~more~~ oftener than she did. I told her I wanted them washed once a week and that if she would do so, she should be paid what it was reasonably worth. This was about all that was said on the subject. As I now remember I made no contract with her other than this. But from that time the premises were kept in good condition, and the floors washed once a week or about that often by the plaintiff. She also washed the windows on the inside & the blackboards occasionally when they needed it, perhaps two or three times during the period. But this she had been in the habit of doing before, & I said nothing to her about washing them any oftener, but only the floors. Near about the same time I spoke about washing the floors, the Basement was fitted up & furnished & a school put into it, of which the plaintiff also took charge & kept as she did the other parts of the Building. Aside from the extra washing which I contracted ~~for~~ with the plaintiff to do this school in the Basement added to her labor about one fourth, with extra washing

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I should say the addition to the labor she had to do before, equalled one third, that is, by the extra washing & the addition of the Basement her labor was increased one third. The school departments in the Basements consisted of two rooms, a large school room and a smaller room used for a dressing & class room. In each of the other stories there were three rooms, one school room proper a dressing room & separate class room. The latter over the apartment occupied by the furnace below - Besides these there was a pretty wide stairway with entrance & platform leading from the 2nd to the 3rd story, all of which had to be kept in order,

Mrs Hughes occupied a part but not the whole of each Saturday in this extra washing, a part of the day was necessarily taken up in sweeping and dusting which had to be done at any rate. Mrs Hughes once furnished some coal for the School House, it could not have been over a day she supplied it, we got out, I told her to use some of her own coal and when the new coal came, to take as much of it as she furnished. I don't remember whether I said the Boys would carry it -

back for her, I may & not improbably did say so, as the boys were accommodated & I would do anything I asked of them. I immediately went off & hired a load & had it drawn the same day. I think it quite probable she may have furnished some kindling wood, but do not know. I have a remembrance of furnishing Kindlings for some of the other school buildings, but do not recollect furnishing any for this one.

Plff. here closed.

A portion of the above testimony of Mr. Hovey, was called out after Plff. had closed, on the defence.

Defendant then next called John Havalin who testified against the objections of the plaintiff, that prior to the time that the premises in question came into the possession of the present Board of School Inspectors, they had belonged to the Peoria Female Academy association. Witness was President of the Board of Directors of that association. The sale ~~asset~~ & transfer was made on the 17th of April 1856. While these premises belonged to said Female Academy, Schools were kept in the 2nd & 3rd stories of the Building which were heated

by a furnace in the Basement. The other part of the Basement where the school is now kept was used for a play room for the children, & when the weather became too cold, a stove was put into this play room to warm it. The premises continued to be used in this way after the present Board obtained them till the Basement or the part used for play room was furnished with seats & a school put in it. These school premises occupy parts of lot 2, 4, 5, 6, in ~~Block~~ Block 23 in Peoria. They are 85 1/2 feet one way by 171 the other. There is a small house consisting of two rooms & a kitchen on that part of lot 6 owned by the Board. There is also a large cistern on the premises near the school house building. - In the fall of 1855, I think about the 1st of September, I on behalf of said Female Academy Association contracted with the plaintiff to take charge of these school premises as janitor. Keep up the fire & keep them clean and in order for the school - She was to move into the dwelling house have the use of it and its appurtenances and

water from the cistern and the schooling of one child her daughter free of charge in full of her services in taking charge of the ~~said~~ school premises and attending to them as above. Under this arrangement she went into said house, took charge of the school premises, kept up the fire swept & dusted them daily & I think ~~and~~ washed them occasionally, and on the other hand had her rents and the schooling of her children free of charge.

Before Mrs Hughes went into this house it had been moved back from lot 2 where it before stood & repaired. We, that is the Penn Female Academy Association, did talk of putting a new roof upon the back part of it, and something may have been said to Mrs Hughes about it. I think we did offer to do some repairs of this sort after she moved in.

This arrangement continued till the premises went into the hands of the present Board. I have no personal knowledge of any contract between her and the present Board.

I only know that she continued to live in the house till quite recently and was in the employ of the Board taking charge of the school premises till the end of the ^{summer} ~~autumn~~ term 1857. and that she was not charged by the Board for the schooling of her children.

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till after that time, when she began to pay
the customary Entrance fee of one dollar each
at the commencement of each term, I know
this from being treasurer of the Board
giving out the tickets & receiving the
money paid for Tuition.

The defendant next called Henry B. Hopkins
who said, I was superintendant of Schools
in Peoria under the Board of School Inspectors
from some time in the winter of 1855 till
about September 1856. In the Spring of 1856
shortly after the Board came into possession
of the School premises in the 3rd Ward, purchased
of the Peoria Female Academy, I called
on Mrs Hughes by direction of the Board and
in discharge of my duties as Superintendent
to see about continuing her in charge of the
School premises. She was living in the
dwelling House on the premises at that
time & I knew she had been employed
before by the Female Academy, and on
what terms & I told her that the Board
wanted to continue her on in the same
post & on the same terms, and she did
continue to take charge of the premises as
before, as long as I continued Superintendent
without anything further being said.

I cannot recollect whether the compensation she was receiving or to receive was mentioned.

I will not be positive, that the terms of her contract with the former Board were named over. But my best impression is they were. A contract as existing with that Board was however referred to, and it was in reference to that we talked & the new engagement was made. When I found her at this time, she ^{was} at work in the School House. I think washing one of the floors.

But I will not be certain whether she was washing ~~the floor~~ or only sweeping it. Mr. Hovey began to act as Superintendent immediately after I quit —

This was all the evidence in the case which was submitted to the jury without instructions for either party, and thereupon, after having retired to consider of the same the jury returned a verdict in said cause in words & figures following That is to say

Anna Hughes

v. S.

The Board of School

Inspectors

Use the ^{Jury} in the above entitled case find a verdict for the Plaintiff and assess damages in the amount of Two Hundred

and eight Dollars.

May Room Ploria July 7th 1859
 S J Lottmann A Richardson
 E L Palmer J B Murphy
 E Matthews A Elder
 E White A Schultz
 W J Hanna J W Cromwell
 Wm Mop Hough Seal

Whereupon defendants moved for a
 new trial of said ~~case~~ cause in words
 & figures as follows.

To. Wit-

Ann Hughes

vs

The Board of School
 Inspectors of the
 City of Ploria.

In the County Court
 of the July Term AD 1859

The defendants above named
 move the Court to set aside the verdict of
 the jury & for a new trial herein for the
 following reasons to wit,

1st Said Verdict is against the law & the
 evidence in the case

2nd Upon the evidence before the jury the
 verdict ought to have been for the defendants.

Therefore & for other good & sufficient reasons
 defendants ask the Court to set aside said verdict
 & grant them a new trial herein - Cooper
 for Defts -

Which motion was overruled by the Court
 & judgment thereupon entered by said
 Court against said defendants upon
 said ^{to which decision of the Court overruling said motion & entering judgment upon said verdict} verdict, ^{that} defendants by their
 counsel then & there at the time excepted
 & prayed that their Bill of exceptions to
 be signed & sealed by the Court, which
 is done

Wellington Loncke Esq
 County Judge

And afterwards to wit on the 30th day
 of July 1859 there was filed in the
 Clerks office of County Clerk a certain
 Bond which in words & figures as follows
 To wit-

Know all men by these presents that
 we the Board of School Inspectors of the
 City of Peoria and John Hamlin - are
 held & firmly bound unto Ann
 Hughes in the penal sum of Five Hundred
 dollars, for the payment whereof well &
 truly to be made to the said Ann Hughes
 her executors, administrators & assigns

We bind ourselves & our legal representatives
 jointly & severally, firmly by these presents
 But on this condition, That whereas at
 the July Term AD 1859 of the County Court
 of Peoria County Illinois, the said

Ann Hughes recovered a judgment in
 said Court against the above bounden,
 Board of School Inspectors for the sum
 of Two Hundred & Eight dollars and cost
 of said suit, from which said judgment
 the said Board have prayed an appeal
 to the Supreme Court. Now if the said
 Board of School Inspectors shall well
 & truly prosecute their said appeal
 and shall pay whatever judgment, cost &
 interest & damage may be awarded against
 them, in case said judgment shall be
 affirmed, then this obligation to be void
 otherwise to be & remain of force & virtue
 & effect in the Law. In witness of which
 we the said Board of School Inspectors
 of the city of Peoria and said John Hamlin
 have hereunto severally set our hands & seals
 this thirtieth day of July A.D. 1859.

A P Bartlett (Ld) President of
 the Board of
 School
 Inspectors

John Hamlin (Ld) Clerk

Chas. Nettleton

for Geo. A. Nettleton.

20th July

Endorsements

Ann Hughes

School Inspectors

Bond

Ld & approved

on this 30 July, 1859.

State of Illinois
Peoria County

Charles Kettelle Clerk
of the County Court, of said County, do hereby
certify That the foregoing is a full, true
and perfect Transcript from the files and
records in my office in a certain Cause in said
Court, wherein Ann Hughes is plaintiff
and Board of School Inspectors of city
of Peoria are Defendants.

Witness my Hand and Seal of
the said Court this 14 March 1880

Chas Kettelle clerk
per Geo. H. Kettelle Jy.

\$9.95 Nine ⁹⁵/₁₀₀ dollars fees for
record. rec'd. of J. K. Cooper atty for
Plaintiff - appellant -

Kettelle clerk
per Geo. H. Kettelle

And now comes the said Board of School
Inspectors of the city of Peoria, defendant be-
low & Appellant in this Court, and says
that manifest error in the record, proceed-
ings & judgment of said County Court
have intervened to the prejudice of the said

Appellant in this - viz:

1st Said Court erred in overruling the motion of the defendant below for a new trial =

2nd Said Court erred in rendering judgment for the plaintiff below upon said verdict =

Wherefore

Wherefore & for other good & sufficient reasons appearing in said Record appellant prays that the judgment of said County Court herein may be set aside, reversed & wholly for naught esteemed =

J. K. Cooper

atty for app^{nt} =

Whereupon comes the said Ann Hughes by Charles C. Bonney, her Attorney, and says that there is no error, either in the Record and proceedings aforesaid or in the rendition of the judgment aforesaid, and prays that the justices of the Supreme Court aforesaid, now here, may proceed to examine as well the record and proceedings aforesaid as the matters aforesaid above assigned for error, and that the judgment aforesaid in form aforesaid given may be in all things affirmed &c.

Charles C. Bonney
attorney for Appellee
"

1865
School Inspectors
as
Ann Hughes
Rec'd
for Supreme Court

Errol,
Cooper for appellants,
Jouder,
Bouney for appellee,

Filed April 12, 1860
L. Leland
Clerk

Cooper

59.95.