

12487

No. _____

Supreme Court of Illinois

Eldridge

vs.

Holway

71641  7

~~173~~ 140

Edward C. Cady

Charles H. Cady

Filed April 24, 1867

L. Leland
Clerk

United States of America
State of Illinois
County of Cook

} p.

Hear before the Honorable
John M. Wilson Judge of the Cook County Court of Common
Hear within & for the County of Cook and State of Illinois
at a regular term of said Cook County Court of Common Hear
begun and holden at the Court House in the City of Chicago
in said County on the first Monday being the second day
of February in the year of our Lord One thousand eight hun-
dred & fifty-seven and of the Independence of the United
States the eighty first.

Present the Hon. John M. Wilson, Judge

Daniel M. Hroy, Prosecuting Attorney

John E. Wilson, Sheriff

Walter Kimball, Clerk

Attest

Be it remembered that heretofore to wit, on the first day of August in the year of our Lord One thousand eight hundred and fifty six, came Edward Eldridge by Genas Cobb his Agent and filed in the Office of the Clerk of the Cook County Court of Common Pleas his Transcript, Complaint and Appeal bond, which said Transcript, Complaint and Appeal bond are in the words and figures as follows, to wit.

Justice fees.

Doc 12 1/2
Sum^d 50
Comp^t 25
Order 25
Venue 50
1 Slip 18 3/4
1 Cont 12 1/2
S^g C 25
W^o Venue 50
1 Slip 18 3/4
Res fees 2.00
Ent vend 25
2 W. Sworn 12 1/2
Jury Sworn 37 1/2
1 day trial 2.00
Jury 25
trans. & ent 50
B^c & app 50
\$1.50 paid for Clerk by

E. N. Aiken 50
W. H. Kales 50

Const Boque
fees 70

" 50

" 2.00

" 2.00

" 50

fees paid to him

Edward Eldridge

as

Charles Molway

Forcible detainer July 3^d / 56

Compl. filed & Sum^d issued to

Boque Const. returnable July 10th / 56

at 9 A.M. Returned served by

reading to the def^t July 5th / 56, cont^d to July 19th / 56 at 9 A.M.;

July 19th / 56 case called for trial, jury called & sworn, def^t

moves to dis^c on account of insufficiency of the Complaint,

Motion overruled, and after hearing the evidence, the

jury return their verdict that they find the Defendant

not guilty of a forcible detainer of the premises described

in the Complaint; And thereupon judgment is rendered

against the Plaintiff for Costs.

Judge Costs \$14.33

July 30th / 56 Plff prays appeal & files bond which is

approved and appeal allowed taken to the Cook County

Court of Common Pleas.

all costs paid by

State of Illinois }
Cook County } p. I certify the foregoing transcript
to be a true copy of the proceedings before me from
my docket in the above entitled cause.

Calvin D'Wolf 
Justice of the Peace.

State of Illinois }
Cook County } p.

In Justice Court

before C. D'Wolf Esq. Justice of the Peace

Jenas Cobb being duly sworn says that he is the
agent of Edward Eldridge, and as such Agent is duly
Authorized to make the following complaint for and on
behalf of said Eldridge Complainant.

And said Cobb as such Agent on oath says
that heretofore, and on or about the 30th day of April
1851 said Eldridge was the owner and in possession
of lot six in Block thirty four, original town of Chicago,
which said premises are situated in the City of Chicago,
County of Cook and State of Illinois; that on or about
the day and year aforesaid the said Eldridge by
his Agent thereunto duly authorized executed a certain
lease of that date, wherein he demised said premises
to one Edward M. Aiken for the term of five years
from that date, and said Aiken then and there
entered into the possession of said premises under said
lease as the tenant of the said Edward Eldridge; that
subsequent thereto said Aiken leased a portion of said

lot six, to wit, A part of the West half of the East half of said lot, being twenty feet on Randolph Street in said City, and running back to the barn then occupied by said Aiken on said lot, together with a passage to the rear of the East half of the West half of said lot and passage to rear back along the West side of said barn five feet, thence West to the West line of said East half of the West half, thence North 10 feet, thence East twenty feet, thence South 10 feet; which said part of said lot was so leased by the said Aiken, amongst other things, for the remainder of his the said Aikens term therein, to one Matthias Nitz, on or about the first day of May 1851: that on or about said last mentioned day the said Aiken also leased another portion of said lot six to one Adam Bateman for the remainder of his the said Aikens term therein to wit:

A part of the East half of the West half of said lot, being twenty feet on Randolph Street and running back five feet North of the South line of the barn then on said lot occupied by said Aiken, excepting the passage way leased to said Nitz as above described, and set forth.

That said Nitz and the said Bateman thereupon entered into possession of the respective parcels of said lot six so leased to them as aforesaid, and afterwards re-let their respective portions of said lot for the remainder of their said term, and assigned and transferred the remainder of the said term, And the defendant

Charles Holway thereupon or subsequently thereto came into possession of both of said parcels of said lot six, and also of the remainder of the term for which the lease thereof from Eldridge to Aiken had to run; that said premises comprise the whole of that portion of said lot six now occupied by the said defendant; that he the said defendant entered into the possession thereof with the knowledge and consent of said Edward N. Aiken; that he occupied the same and became the tenant of the said Aiken for the remainder of his the said Aiken's unexpired term therein and paid him the rent from time to time growing due on the said parcels of said lot six, so held and occupied by him the said defendant as aforesaid; And that he the said defendant then and there had notice that the said Aiken held the above described premises and every part thereof as the lessee of said Edw. Eldridge.

And the said Cobb as such agent as aforesaid, further on oath says that the term for which said lot six was so let to the said Edward N. Aiken did on or about the 1st day of May last wholly expire and become ended, and that the said Eldridge then became and now is entitled as against said defendant to have of and from him the possession of the premises so occupied by him the said defendant as aforesaid.

But nevertheless said Holway wilfully and without force holds over and continues in possession of the portion of said lot six so occupied and held by him

6
as aforesaid, although said term so expired and become ended and demand in writing for the possession thereof has since the expiration of said term, been made by said Eldridge and in his behalf, through the said Cobb his agent thereunto duly authorized:

Yet to deliver up the said portion of said lot six and the possession thereof, to said Eldridge or to any one for him, the said defendant hath hitherto refused and still doth refuse and neglect.

Wherefore the said Edward Eldridge prays by his said Agent that said defendant may be decreed and adjudged guilty of a forcible detainer of the premises so occupied by him as aforesaid within the intent and meaning of the statute of this State in such case made and provided.

Sworn & subscribed

Jenas Cobb.

before me July 3rd / 56.

C. D. Wolf J.P.
9th at 9 A.M.

Sp^{rs} E. H. Aiken &

E. Sheldon

Appeal Bond.

Know all men by these presents, That we Edward Eldridge & Jenas Cobb of the County of Cook in the State of Illinois, are held and firmly bound unto Charles Holway in the penal sum of twenty five 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 30th day of July
A.D. 1856.

The Condition of the above obligation is such,
that whereas the said Charles Holway did on the 19th
day of July A.D. 185 before Calvin D'Wolf a Justice
of the Peace for the said County of Cook recover a judg-
ment against the above bounden Edward Eldridge
for the sum of \$14.33 costs in an action of Forcible
Detainer, from which judgment the said Edward
Eldridge has taken appeal to the Cook County Court of
Common Pleas in the County of Cook aforesaid, and
State of Illinois. Now if the said Edward Eldridge
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.

Edward Eldridge Seal

by Jenas Cobb, Agent

Jenas Cobb Seal

Approved by me at my Office
this 30 day of July 1856.

Calvin D'Wolf

\$2.50 p.

Justice of the Peace

And afterwards to wit, on the same day and year
last aforesaid there issued out of the Clerk's Office of the
Cook County Court of Common Pleas of said County, the

8
Peoples writ of Summons against the said Charles Holway,
which said writ of Summons with the return thereon
made is in the words and figures as follows, to wit

State of Illinois, }
County of Cook, } p. The people of the State of Illinois,
Is the Coroner & acting Sheriff of said County,
Greeting.

We command you that you summon Charles
Holway if he shall be found in your County, personally
to be and appear before the Cook County, Court of Common
Pleas of said County, on the first day of the next term
thereof, to be holden at the Court House in the City of
Chicago, in said County on the second Monday of Septem-
ber next to answer unto Edward Eldridge in an ap-
peal taken on a certain judgment before Calvin D. Wolf
Esq. a Justice of the Peace in & for said County.

And have you then and there this writ, with an
endorsement thereon, in what manner you shall have
executed the same.

Witness, Walter Kimball, Clerk of our said Court,
and the seal thereof, at the City of Chicago, in said
County, this first day of August A.D. 1856.
Walter Kimball, Clerk.

Served this writ by reading to the within named Deft
Charles Holway this 7th day of August 1856
Jas B. Beach Coroner & ex officio acting
Sheriff, by C. C. Sum, Deputy

And afterwards, to wit, on the twentieth day of March in the year of our Lord One thousand eight hundred and fifty-seven, the following amongst other proceedings were had in said Court and entered of record, to wit,

Edward Eldridge }
vs } Appeal.
Charles Holway }

This day comes the said plaintiff by F. H. Kales his attorney, And the defendant by Ballingall, Adams & Irwin his Attorneys also come, and said defendant moves the Court to dismiss the appeal in this cause for want of affidavit of merits being filed; And also to dismiss the suit for insufficiency of the Complaint filed herein, which motion after being heard is over-ruled by the Court to which ruling the defendant excepts.

And Afterwards, to wit, on the twenty first day of March in the year last aforesaid, the following amongst other proceedings were had in said Court and entered of record, to wit.

Edward Eldridge }
vs } appeal.
Charles Holway }

And now again come the said parties by their Attorneys, and issue being joined, it is Ordered that a jury come, And thereupon come a jury of good & lawful men, to wit,

Alfred Blinston, Ethel Cummings, James Turner, Wm Sawyer, James Mason, Orson Felt, W. P. White, J. C. Cunningham, J. Packard, J. D. Morris, S. J. McMaster, Chas. F. O'Brien, who being duly elected tried & sworn well & truly to try the issue joined as aforesaid, after hearing the evidence & proofs submitted, Argument of Counsel & instructions of the Court, retire to consider of their verdict, and afterwards come into Court & say we the jury find for the defendant.

Therefore it is considered that the said defendant do have & recover of the said plaintiff his costs by him about his defence in this behalf expended & have execution therefor.

And thereupon the said plaintiff prays an appeal to the Supreme Court of the State of Illinois, which is allowed on his filing an appeal bond in the sum of two hundred dollars with security to be approved by the Judge of this Court. Appeal bond & Bill of exceptions to be filed in ten days

And thereafter, to wit, on the same day and

year last aforesaid, there was filed in said Court
an appeal bond, which said Appeal Bond is in
the words and figures following, to wit.

Know all men by these presents, that we
Edward Eldridge and James A. Marshall are
held and firmly bound unto Charles Holway
in the penal sum of two hundred dollars.

Witness our hands and seals this 21st day of
March 1857.

The condition of the above obligation
is such that whereas the said Charles Holway
did on this twenty first day of March 1857 receive
a judgment for costs against the said Edward
Eldridge in the Cook County Court of Common
Pleas, in and for the County of Cook and State
of Illinois upon a verdict of not guilty in an
action of forcible detainer then pending in said
Court, wherein the said Edward Eldridge was plain-
tiff, and the said Charles Holway was defendant,
from which said judgment the said Edward
Eldridge hath prayed and obtained an appeal
to the Supreme Court of the State of Illinois for
the third grand Division.

Now if the said Edward Eldridge shall
duly prosecute his said appeal with effect, and
without delay, and pay to the said Charles
Holway the amount of said judgment together

with the interest and damages thereon, and the costs in case the said judgment shall be affirmed by the said Supreme Court then this obligation to be void, otherwise to remain in full force and virtue.

Edward Eldredge Seal
by Genas Cobb his attorney
James A. Marshall Seal

Approved March 21st 1857

John M. Wilson Judge of
the Cook County Court of C. Pleas.

And afterwards to wit on the thirtieth day of March A. D. 1857 came the said plaintiff and filed his Bill of Exception which is in words and figures following to wit

Edward Eldredge } In the Cook County Court of
vs } Common Pleas of the Term of
Charles Holway } February A. D. 1857.

Be it remembered that on the trial of this cause the plaintiff in order to maintain the issue on his part called to the witness James Edward Aiken who on oath testified that he entered upon the premises described in the complaint herein on the 30th day of April 1851. under a Lease from the plaintiff who was one of the heirs of Edward Eldredge deceased the father of the said plaintiff and the said witness being requested to produce said Lease did so. which said Lease was admitted in evidence without objection and was then and now is in the words and figures following that is to say.

This Indenture made this thirtieth day of April in the year of our Lord one thousand eight hundred and fifty one Between Edward Eldridge of the City County and State of New York by E. H. Sheldon his Attorney of the first part and Edward H. Aiken of Chicago in the State of Illinois of the second part. Witnesseth that the said party of the first part for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the party of the second part hath demised and leased to the party of the second part all those premises situate in the City of Chicago in the County of Cook and State of Illinois known and described as follows to wit:

Lot number Six (6) in block number thirty four (34) in the Original Town of Chicago being eighty feet front on Randolph Street and running through to the Alley.

To have and to hold the above described premises with the appurtenances unto the party of the second part from the first day of May in the year of our Lord one thousand eight hundred and fifty one for and during and until the first day of May A. D. 1856, except terminated sooner as hereinafter provided for. And the party of the second part in consideration of the leasing of the premises aforesaid doth covenant and agree with the party of the first part to pay him as rent for said demised premises at the Office of Ogden Jones & Co in Chicago the Sum of Five hundred dollars per annum during said term payable quarterly on the first

first days of August: November. February. and May in each year the last quarter rent to become due and payable thirty days prior to the expiration of this Lease. And also that he will pay or cause to be paid all taxes and assessments that may be lawfully charged or assessed on said demised premises pending the existence of this Lease or if at any time after any such taxes or assessments shall have become due or payable, the party of the second part or his legal representatives shall neglect to pay such taxes or assessments it may be lawful for the party of the first part to pay the same at any time thereafter and the amount of any and all such payments so made by the party of the first part shall be deemed and taken and are hereby declared to be so much additional and further rent for the above demised premises due from and payable by the party of the second part and may be collected in the same manner by distress or otherwise as is hereinafter provided for the collection of other rents to grow due hereon. And the party of the second part further covenants with the party of the first part that at the expiration of the time in this Lease mentioned he will give up said demised premises to the party of the first part in as good condition as when the same were entered upon by the party of the second part loss by fire or inevitable accident or ordinary wear excepted

It is further agreed by the party of the second part that neither he nor his legal representatives will assign this Lease without the written assent of the party of the first part and will not obtain thereto nor use them for any purpose calculated to injure the reputation or comfort of the premises or of the neighborhood.

It is expressly understood and agreed by and between the parties aforesaid that if the rent above reserved or any part thereof shall be behind or unpaid on the day of payment as aforesaid or if default shall be made in any of the covenants herein contained to be kept by the party of the second part it shall and may be lawful for the party of the first part or his Agent at his election to declare said term ended and into the said demise premises or any part thereof either with or without process of law to re-enter and the party of the second part or any other person or persons occupying in or upon the same, to expel, remove and put out using such force as may be necessary in so doing and the said premises again to repossess and enjoy as in his first and former estate and to distrain for any rent that may be due thereon upon any property belonging to the party of the second part whether the same be exempt from Execution and distress by law or not and the party of the second part in that can hereby agrees to waive all legal rights which he may have to hold or retain any such property under

4
16
any exemption laws in force in this State or in any other way meaning one intending hereby to give the party of the first part a valid and first lien upon any and all the goods, chattels or other property belonging to the party of the second part as security for the payment of said rent in manner aforesaid anything heretofore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part as aforesaid, or in any other way, the party of the second part do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to the party of the first part immediately upon the determination of said term as aforesaid, and if he shall remain in possession of the same three days after notice of such default or after the termination of this Lease in any of the ways above named he shall be deemed guilty of a forcible detainer of said premises under the Statutes, and shall be subject to all the conditions and provisions above named and to eviction and removal forcibly or otherwise with or without process of law as above stated.

The said party of the first part hereby reserves the right to terminate this Lease on the first day of May of any year after May 1, 1852 and before the expiration of said term of five years provided however that if so terminated the said party of the first part shall give three months notice of his intention so to terminate

he came to the said party of the second part and if
so terminated on the first day of May 1853 the said
party of the first part shall abate hereon ^{or pay to the said party of the second part}
the sum of \$800. or if so terminated on the first day of
May 1854 the said party of the first part shall abate
hereon or pay the sum of \$600. or if terminated on the
first day of May 1855 the said party of the first
part shall abate hereon or pay the sum of \$400. all
rent however to be paid by the second party according to
the terms of this Lease up to the time of termination
thereof.

It is further understood and agreed that
all the conditions and covenants in this Lease shall
be binding upon the heirs Executors Administrators
and assigns of the parties to these presents respectively

In testimony whereof the said parties have
hereunto set their hands and seals the day and
year ^{first} above written.

In presence of
M. D. Ogden

Edward Clunage
by E. H. Shearn
his atty

Edward H. Aiken

It is further stipulated and agreed between
the parties to the foregoing Lease that in case the buildings
on said Lot shall be destroyed or damaged by fire
to such an extent that the Common Council will not
permit the same to be repaired that said Lease
shall cease and be null and void at the

Expiration of thirty days thereafter and that if
 the buildings on one or more quarters (a quarter
 being considered 20 by 80 feet running from the Street
 to the Alley) of said lot shall be so destroyed or
 damaged by fire so that the Common Council will
 not permit the same to be repaired it shall be
 optional with the said party of the first part to
 cancel this Lease so far as it relates to the
 quarters or portions of said lots made vacant
 by said fire or to cancel it upon the whole lot.
 provided that if canceled in part only a
 corresponding pro rata deduction shall be made
 in the rent charged upon said Lot by the terms
 of said Lease. such termination or cancellation
 whether in whole or in part to take effect at
 the expiration of thirty days after such fire as
 herein before provided for - and provided further
 that if terminated upon the whole lot and the
 buildings upon one or more quarters shall
 remain thereon and be tenantable the said first
 party shall confirm and continue the Leases
 made herefor by the said Aiken party of the
 second part until the first day of May 1856
 - unless the same shall be sooner thereafter
 terminated by fire as hereinbefore provided for
 In testimony whereof the parties hereto
 have hereunto set their hands and

Seals the first day of May A.D. 1851.

Witness

M D Cyden

Edward Eldridge

by E H Sheldon his

Attorney

Edward H Aiken

Seal

Seal

- 2 | The Witness then stated that on the first day of May 1851. He sub'd a portion of the premises in controversy to A. Bateman and gave him a Seal therefor which said Seal was seal without objection and was and is in the words and figures following that is to say

This Indenture, made this first day of May in the year of our Lord one thousand eight hundred and fifty one. Between Edward W Aiken, City of Chicago St of Ill, of the first part and Adam Bateman of the City of Chicago and State of Ill of the second part, Witnesseth, That the party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the party of the second part, hath demised and leased to the party of the second part, all those premises, situate in the City of Chicago, in the County of Cook and State of Illinois, known and described as follows, to wit; a part of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Lot six (6) Block Thirty-four (34) in the original town of Chicago, being twenty feet on Randolph Street and running back five feet North of the South line of the Barn owned and occupied by said Aiken, said Barn being on said Lot (34) excepting a passage way leased to Matthias Witz in his Lease of this date. —

To have and to hold, the above described premises, with the appurtenances, unto the party of the second part, from the first day of May in the year of our Lord one thousand eight hundred and fifty one, for and during, and until the first day of May A D 1856, except terminated sooner as hereinafter provided for. —

And the party of the second part, in consideration of the leasing of the premises aforesaid, doth covenant and agree with the party of the first part, to pay him as rent for said demised premises at his House in Chicago, the sum of One hundred and ten dollars per annum during said Term payable quarterly on the first day of August, November,

February and May in each year the last rent to become due and payable thirty days prior to the expiration of this lease; and also that he will pay, or cause to be paid Three fourths ($\frac{3}{4}$) of all taxes and assessments that may be laid, charged, or assessed on said Twenty feet running through to the alley pending the existence of this lease; or if at any time after any such taxes or assessments shall have become due or payable, the party of the second part, or his legal representatives, shall neglect to pay such taxes or assessments, it may be lawful for the party of the first part, to pay the same at any time thereafter, and the amount of any and all such payments so made by the party of the first part, shall be deemed and taken, and are hereby declared to be so much additional and further rent, for the above demised premises, due from and payable by the party of the second part; and may be collected in the same manner, by distress, or otherwise, as is herein after provided for the collection of other rents to grow due hereon. —

And the party of the second part further covenants with the party of the first part, that at the expiration of the time in this lease mentioned, he will yield up said demised premises to the party of the first part, in as good condition as when the same were entered upon by the party of the second part less by fire, or inevitable accident, and ordinary wear excepted.

It is further agreed, by the party of the second part, that neither he nor his legal representatives, will underlet said premises, or any part thereof, or assign this lease, without the written assent of the party of the first part had and

obtained thereto, nor use them for any purpose calculated to injure the reputation or comfort of the premises or of the neighborhood. It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid, on the day of payment, as aforesaid, or if default shall be made in any of the covenants herein contained, to be kept by the party of the second part, it shall and may be lawful for the party of the first part, or his agent, at his election to declare said term ended, and into the said demise premises, or any part thereof, either with or without process of law, to re-enter, and the party of the second part, or any other person or persons occupying in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in his first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the party of the second part, whether the same be exempt from execution and distress by law or not; and the party of the second part, in that case, hereby agrees to waive all legal rights which he may have to hold or retain any such property under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the party of the first part, a valid and first lien upon any and all the goods, chattles, or other property belonging to the party of the second part, as security for the payment of said rent, in manner aforesaid, any thing hereinbefore contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, as aforesaid, or

in any other way, the party of the second part do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably, to the party of the first part, immediately upon the determination of said term, as aforesaid and if he shall remain in possession of the same three days after notice of such default, or after the termination of this lease, in any of the ways above named he shall be deemed guilty of a forcible detainer of said premises, under the statute and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated. The said party of the first part hereby reserves and has the right to terminate this lease on the first day of May of any year after May 1st 1852, and before the expiration of said term of five years provided however that if so terminated the said party of the first part shall give 3 months notice of his intention so to terminate the same to the said party of the second part and if so terminated on the first day of May 1853. the said party of the first part shall abate hereon or pay to the said party of the second part the sum of one hundred and seventy five dollars or if so terminated on the first day of May 1854. the said party of the first part shall abate hereon or pay the sum of \$125- or if so terminated on the first day of May 1855. the said party of the first part shall abate hereon or pay the sum of \$75- All rent however to be paid by the second party according to the terms of this lease up to the time of termination hereof. —

It is further understood and agreed, That all the

conditions and covenants contained in this lease, shall be binding upon the heirs, executors, administrators and assigns of the parties to these presents respectively.

In testimony whereof, the said parties have herunto set their hands and seals, the day and year first above written.

In presence of
A Miller

Edward M Aiken Seal

Adam Bateman Seal

It is further stipulated and agreed between the parties of the foregoing Lease that in case the building on said lot shall be destroyed or damaged by Fire to such an extent that the Common Council will not permit the same to be repaired that the Lease shall cease and be null and void at the expiration of 30 days thereafter.

In presence of
A Miller

Edward M Aiken Seal

Adam Bateman Seal

(And on the back of which is the following to wit:)
I hereby consent that the within Lease may be assigned to Samuel Case on condition that he keeps such a House as the City will licence & approve. —
May 22/52.

3
And that on the same day he (the witness) sub-let another portion of said premises to Matthias Witz which lease was produced and read without objection in the words and figures following, that is to say. —

This Indenture, made this first day of May in the year of our Lord one thousand eight hundred and fifty one. Between Edward M Aiken of the City of Chicago of the first part and Matthias Witz of the City of Chicago of the State of Illinois of the second part, Witnesseth, That the party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the party of the second part, hath demised and leased to the party of the second part, all those premises, situate in the City of Chicago in the County of Cook, and State Illinois, known and described as follows, to wit ^{apart of} in the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of Lot six (6) in Block Thirty four (34) in the original town of Chicago being twenty feet on Randolph Street and running back to the Barn now occupied by said Aiken said Barn being on said Lot (34) also a passage to the rear of the East $\frac{1}{2}$ of the West half of said Lot and passage to run back along the West side of said Barn five feet, ^{thence} thence North 10 feet thence East 20 feet ^{thence} South 10 feet. Also the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of said Lots being 20 feet on Randolph ^{street}, running back five feet further North than the South line of said Aikens Barn as it now stands

To have and to hold the above described premises with the appurtenances, unto the party of the second part, from the first day May in the year of our Lord one thousand eight hundred and fifty one, for and during, and until the first day of May A D 1856. except terminated sooner as hereinafter provided for. And the party

of the second part, in consideration of the leasing of the premises aforesaid, doth covenant and agree with the party of the first part, to pay him as rent for said demised premises at his House in Chicago, the sum of Two hundred and ten dollars per annum during said Term payable quarterly on the first day of August. November. February & May in each year. and said Nitz further agrees that if he & Nitz or his heirs should sell the East Lot herein described and during the term of this Lease, that he said Nitz or his heirs agrees to pay the said Aiken the further sum of Ten dollars per annum for the Term of this Lease payable quarterly as above the rent to become due and payable thirty days prior to the expiration of this lease; and also that he will pay, or cause to be paid, Three fourths $\frac{3}{4}$ of all taxes and assessments that may be laid, charged, or assessed on said demised premises. said Lot to be apressed to the alley of said Lot (34) meaning that & Nitz shall pay $\frac{3}{4}$ of the whole from front to rear of said Lots pending the existence of this lease, or if at any time after any such taxes or assessments shall have become due or payable, the party of the second part, or his legal representatives, shall neglect to pay such taxes or assessments, it may be lawful for the party of the first part, to pay the same at any time thereafter, and the amount of any and all such payments so made by the party of the first part, shall be deemed and taken, and are hereby declared to be so much additional and further rent, for the above demised premises, due from and payable by the party of the second part; and may be

collected in the same manner, by distress, or otherwise as is hereinafter provided for the collection of other rents to grow due hereon.

And the party of the second part further covenants with the party of the first part, that at the expiration of the time in this lease mentioned, he will yield up said demised premises to the party of the first part, in as good condition as when the same were entered upon by the party of the second part, loss by fire, or inevitable accident, and ordinary wear excepted. —

It is further agreed, by the party of the second part, that neither he nor his legal representatives, will underlet said premises, or any part thereof, or assign this lease, without the written assent of the party of the first part had and obtained thereto, nor use them for any purpose calculated to injure the reputation or comfort of the premises or of the neighborhood.

It is expressly understood and agreed, by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the day of payment, as aforesaid, or if default shall be made in any of the covenants herein contained, to be kept by the party of the second part, it shall and may be lawful for the party of the first part, or his agent, at his election to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to re-enter and the party of the second part, or any other person or persons occupying in or upon the same, to expel, remove, and put

out, using such force as may be necessary in so doing, and the said premises again to re-possess and enjoy, as in his first and former estate, and to distrain for any rent that may be due thereon, upon any property belonging to the party of the second part, whether the same be exempt from execution and distress by law or not; and the party of the second part, in that case, hereby agree to waive all legal rights which he may have to hold or retain any such property under any exemption laws now in force in this State or in any other way; meaning and intending hereby to give the party of the first part, a valid and first lien upon any and all the goods, chatties, or other property belonging to the party of the second part, as security for the payment of said rent, in manner aforesaid, any thing herein before contained to the contrary notwithstanding. And if at any time said term shall be ended at such election of said party of the first part, as aforesaid, or in any other way, the party of the second part do hereby covenant and agree to surrender and deliver up said above described premises and property peacefully, to the party of the first part, immediately upon the determination of said term, as aforesaid, and if he shall remain in possession of the same Thirty days after notice of such default, or after the termination of this lease, in any of the ways above named he shall be deemed guilty of a forcible detainer of said premises, under the statute, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcibly or otherwise, with or without process of law, as above stated.

The words "on each lot" were substituted between third & fourth lines & kept 8 words lines from bottom before signing.

The said party of the first part hereby reserves and has the right to terminate this lease on the first day of May of any year after May 1st 1852. and before the expiration of said term of five years provided however that if so terminated the ^{said} party of the first part shall give 3 months notice of his intention so to terminate the same to the said party of the second part and if so terminated on the first day of May 1853. the said party of the first part shall abate hereon or pay to the said party of the second part the sum of One hundred dollars "on each Lot" or if so terminated on the first day of May 1854. the said party of the first part shall abate hereon or pay the sum of \$50. "on each Lot" or if so terminated on the first day of May 1855. the said party of the first part shall abate hereon or pay the sum of \$25. "on each Lot." All rent however to be paid by the second party according to the terms of this lease up to the time of termination hereof.

It is further understood, and agreed, That all the conditions and covenants, contained in this lease shall be binding upon the heirs, executors, administrators, and assigns of the parties to these presents respectively. —

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year first above written. —

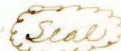
In presence of
Ch. G. Prussing

Edward W Aiken Seal
M Nitz Seal

It is further stipulated and agreed between the parties of the foregoing lease that in case the buildings on said lots shall be destroyed or damaged by fire to such an extent that the Common Council will not permit the same to be repaired, that said Lease shall cease and be null and void, at the expiration of thirty days thereafter.

In presence of }
Ch G. Pruping }

Edward H. Aiken 

W. Nitz 

4 The witness further stated that the two sub-lettings aforesaid embrace all of the premises in controversy in this cause and that the said Bateman and Kitz respectively entered at the date of their said Leases into the possession of the several portions of the premises in controversy described on their said respective Leases. The witness further stated that on the first day of May 1856, the defendant Holway was in possession of the premises in question, that he understood from the said Holway that he (Holway) went into possession of said premises under the said Bateman and Kitz and with their respective assents, that Holway paid rent to Witness as landlord of the premises according to the respective terms of the sub-Leases from Witness to the said Ruger and Kitz. Witness could not state precisely the length of time that Holway paid rent to Witness, but his recollection is that the time embraced one and a half years.

Witness further states that the said Holway occupied the premises in question under Bateman and Kitz about a year and a half prior to May 1, 1856.

The witness further stated that no rent was paid to him by the said Holway after May 1, 1856.

The Witness further stated that the said Holway knew from conversations between the said Holway and Witness that Witness held said premises under a Lease from the said Plaintiff.

5. The Plaintiff then called to the stand as a Witness Francis H. Kales who testified subject

to objection that on the 3^d day of July 1856, and before the commencement of this suit he the witness served a written notice upon the said defendant demanding the immediate possession of the premises in controversy as the Agent and Attorney of the said plaintiff which said notice was and is in the words and figures following that is to say

To

Charles Holway

Sir

Take notice that I thereby demand the immediate possession of the following described premises situate in the City of Chicago, County of Cook and State of Illinois to wit. A part of the West half of the East half of Lot Six in Block 34 Original Town of Chicago being twenty feet on Randolph Street and running back to the barn formerly occupied by one Edw^d H. Aiken together with the passage to the rear of the E 1/2 of W 1/2 of said Lot. Also a part of the East half of the West half of said Lot being twenty feet on Randolph Street and running back five feet north of the south line of said Barn. which said premises comprise the middle forty feet front of said lot on Randolph Street in said City of Chicago. being the same premises or portion of said lot six now occupied and held by you. The bearer is hereby authorized to receive from you the possession thereof for me

Chicago July 1. 1836

Gos &c

Edward Elbridge by
Zenas Cobb his
Attorney in fact

6. and that the said defendant Holway refused to
surrender the possession of the said premises to witness
as the agent of the said plaintiff, alleging as a
reason that he could keep the possession of the said premises
under another title and witness further stated that
he thereupon commenced this action.

7. The notice aforesaid was then read in evidence
subject to a motion to exclude the same from the
jury unpannelled herein.

The said defendant by his counsel also objected
to the competency of the said Edward H. Aiken as a
Witness in this cause

And thereupon the said plaintiff for the purpose
of obviating all objection to the competency of the
said Aiken as a witness and for the further purpose
of showing the relevancy and legality of the testimony of
the said Kales and the sufficiency of the notice
aforesaid read in evidence the following instruments
in writing.

1. A release from the said plaintiff to the said
Witness Aiken bearing date February 18. 1837, which said
release was then & now is in the words and figures
following that is to say, In consideration of one dollar

to me in hande pain I do hereby releas and forever
 discharge Edward H. Aiken of the City of Chicag from
 any and all liability to me upon the covenants agreements
 and stipulations or any thereof contained in a certain
 lease bearing date the 30th day of April 1851.
 and executed and made in my name by E. H. Sheldon
 on my part and by the said Edward H. Aiken on
 his part for lot six in Block thirty four in the
 Original Town of Chicag by me the said Eldridge
 then and there leased to said Aiken in manner
 in said Lease provided as well the liability already
 incurred as that which may be hereafter incurred
 by said Aiken by reason of any breach of the
 stipulations covenants and agreements so
 made and entered into as aforesaid.

Witness my hand and Seal this 18th day of
 February 1857, at Chicag and State of Illinois

Edward Eldridge

by Jonas Cobb his Attorney

8 And also in this connection a power of Attorney from
 the said Plaintiff to Jonas Cobb bearing date
 October 31st 1856 authorizing said release which
 said power of Attorney was then & now is in the
 words and figures following that is to say
 Know all men by these presents that I, Edward Eldridge
 of the City and State of New York do hereby make
 constitute and appoint Jonas Cobb of the City of

Chicago to be my true and lawful attorney for me and
in my name to release any person or persons from any
and all liability or supposed liability to me and all
action and actions which I may or can have against
any such person or persons whatsoever growing out of
any unlawful detention of lot six in Block 34.
in the Original Town of Chicago or any part
thereof or out of the unlawful detention of the
possession thereof or of any part of said lot either
by the person or persons so to be released or by any
person claiming to hold said premises or any part
thereof under such released person or persons, and
also to release Edward H. Atkin of the City of
Chicago from the covenants agreements and
stipulations contained in a certain lease bearing
date the 30th day of April 1851 and executed and
made in my name by E. H. Sheldon on my part
and by Edward H. Atkin on his part for said Lot
six so far as said Lebb may think proper to do.

Hereby authorizing said Lebb to sue for and
recover the possession of said premises and every part
thereof for me and in my name. Hereby ratifying
all that my said Attorney has done or may do in
the premises

In witness whereof I have hereunto set
my hand and Seal this 31st day of October A. D.
1856. Witness

Joseph S. Ridgway, John Biesse }

Edw^d. Eldridge

State City and County of }
New York } ss

On the 3rd day of November 1856 before me personally came Edward — Oldridge personally known to me to be the individual described in and who executed the within instrument and acknowledged that he executed the same. It is executed and acknowledged in due form of law.



Witness my hand and Official Seal

John. Bissell Notary Public &
Commissioner of Deeds

State of New York }
City and County of New York } ss

I Richard B. Bannely Clerk of the City and County of New York and also Clerk of the Supreme Court for the said City and County being a Court of Record do hereby certify that John Bissell whose name is subscribed to the certificate of the proof or acknowledgment of the annexed Instrument and thereon written was at the time of taking such proof or acknowledgment a Commissioner of Deeds for said City and County dwelling in the said City commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Commissioner and verily believe that the signature to the said

Certificate of proof or acknowledgment is genuine
I further certify that said Instrument is executed
and acknowledged according to the laws of this
State as appears by said Certificate.

In testimony whereof I have hereunto set
my hand and affixed the Seal of the said
County and County the 3^d day of
November 1856.

Richard B. Connolly
Clerk

State of New York }
City and County of New York } ss

I Richard B. Connolly
Clerk of the City and County of New York and also
Clerk of the Supreme Court for the said City and County
do hereby certify that John Bissell whose name is
subscribed to the Certificate of the proof or acknowleg-
ment of the annexed Instrument and thereon written
was at the time of taking such proof or acknowledgment
a Notary Public and Commissioner of deeds in and
for the State of New York dwelling in the said City
commissioned and sworn. And further that I am
well acquainted with the handwriting of such
Notary Public and Commissioner of Deeds and verily
believe that the signature to the said Certificate of
proof or acknowledgment is genuine.

In testimony whereof I have hereunto


 Let my hand and affixed the Seal of
 of the said Court and County the 3.^d
 day of November 1856.

Rich^d B Connolly
 Clerk

9 And H. the plaintiff also introduced the following
 power of Attorney bearing date May 28. 1856. executed
 by the said plaintiff to the said Jemas Cobb which
 said power was & is in the words and figures
 following that is to say,

Printed copy -

Know all men by these
 presents that I Edward Eldridge of the City &
 State of New York hereby constitute and appoint
 Jemas Cobb of the City of Chicago to be my true
 and lawful Attorney for me and in my name
 to sue for and recover possession of lot six in
 Block 34 in the Original Town of Chicago being
 eighty feet front on Randolph Street in the City of
 Chicago from any and all persons ^{now} holding the same or
 any part thereof and to commence in my name
 any forcible detainer suit or suits against any
 such person or persons or take any other proceedings
 either at law or in equity to obtain possession
 of said premises, as foresaid hereby ratifying and
 confirming all that my said Attorney has done or
 may do in the premises

In witness whereof I have hereunto set

my hand and Seal this 28th day of
May AD 1856.

In presence of
Joseph I. Ridgway

Edw^d Eldridge *Seal*

City and County of New York, ss.

On the 14th June
AD 1856, before me personally came Edward—
Eldridge known to me to be the individual described
in and who executed the above instrument and
who acknowledged to me that he executed the same
for the purposes therein mentioned.

W^m H. Stansbury

Commissioner of Deeds

State of New York

City and County of New York } ss

I Richard B. Connolly
Clerk of the City and County of New York do hereby
certify that W^m H. Stansbury whose name is subscribed
to the Certificate of proof or acknowledgment of the
annexed Instrument and thereon written was at the
time of taking such proof or acknowledgment a
Commissioner of Deeds for said City and County
dwelling in the said City commissioned and
sworn and duly authorized to take the same. And
further that I am well acquainted with the
handwriting of such Commissioner and verily
believe that the signature to the said Certificate

of proof or acknowledged grant is genuine.

In testimony whereof I have hereunto set
 my hand and affixed the Seal of the
 said County the 16th day of June 1856

Rich^d W. Bloomolly
 Clerk

10

All of which said several parcels of evidence and
 instruments of writing were read to the jury aforesaid
 without objection subject however to a motion to
 exclude the same upon the ground of their legal
 sufficiency no objection being made in reference to
 the execution of the said several papers & documents.

And the said Witness J. H. Kales further testified
 that prior to the service of the notice aforesaid
 upon the said defendant the said James Cobb
 authorized and empowered him to serve said notice
 and institute this suit in case that said defendant
 refused to surrender the possession of the premises in
 controversy the said Kales is an attorney
 at law and appeared in this cause as one of the
 counsel of the said plaintiff which was all the
 evidence offered in this cause.

Thereupon the said defendant by his counsel
 moved the Court to exclude the notice or demand of
 possession aforesaid from the jury aforesaid upon
 the ground that the said Cobb has no authority

to delegate his power to the said Kalis in the service of the said notice which said Motion was sustained by the said Court and the said notice and evidence connected therewith was excluded from the said jury as evidence herein to which ruling and opinion of the said Court in excluding the said evidence from the jury aforesaid the said Plaintiff by his counsel then and there excepted and thereupon the said jury found a verdict for the said defendant.

And inasmuch as the matters and exceptions aforesaid do not appear in the record of the proceedings aforesaid the said Plaintiff prays that this his bill of exceptions may be signed and Sealed by the Court here and made a part of the record herein which is done accordingly.

John M. Wilson *Seal*
Judge of the Cook County
Court of Common Pleas
Illinois

Chicago March 30, 1857.

112
State of Illinois }
Cook County } S. G.

I Walter Kimball Clerk
of the Cook County Court of Common Pleas
in & for said County do hereby certify that
the foregoing is a full, true & correct tran-
script of the papers, and proceedings had
and entered of record in said Court in
the case of Edward Eldridge Plaintiff
and Charles Holway Defendant, as the
same appear on the Original papers & Records
of said Court now in my office.

In testimony whereof I
have hereunto set my hand
& affixed the Seal of said Court
at Chicago in said County this
18th Day of April A.D. 1857

Walter Kimball
Clerk

And now comes the said appellant
Edward Eldridge his by his
attorney and says that in
the record of the proceedings
agreed and in the
 rendition of the judgment

after said Manifest error
hath intervened & has
prejudiced us thus to wit
1. That the said Cook County
^{Court of Common Pleas}
erred in excluding the
evidence aforesaid from the
jury aforesaid.

2. That the said Court below
erred in rendering judgment
for the said appellee, when
by the laws of the land
the said judgment ought
to have been for appellant.
And thus he is ready
to verify by the record &c.
Wherefore he prays &c.

Blackwell
atty for appellant

And the said appellee comes & says that
there is not any error &c in manner
& form above alleged &c.

Ballingall & Adams

STATE OF ILLINOIS, SUPREME COURT,

APRIL TERM, A. D. 1857.

EDWARD ELDRIDGE vs. CHARLES HOLWAY.

Appeal from Cook County Court of Common Pleas.

This was a forcible detainer before a Justice, appealed to the Common Pleas, and thence to this court, the appellant being plaintiff in both of the courts below. No question arises as to the formalities of the proceeding, but simply upon the bill of exceptions, which is in substance as follows:

Record P. 12

Be it remembered, that on the trial of this cause the plaintiff, in order to maintain the issue on his part, called to the witness stand Edward H. Aiken who, on oath, testified, that he entered upon the premises described in the complaint herein on the 30th day of April, 1851, under a lease from the plaintiff, who was one of the heirs of Edward Eldridge, deceased, the father of the said plaintiff; and the said witness being requested to produce said lease did so, which said lease was admitted in evidence without objection, and was there and now is in the words and figures following, that is to say: [Here the lease is set forth in words in the usual form, upon which no question arises.]

The witness then stated that on the first day of May, 1851, he sub-let a portion of the premises in controversy to A. Bateman and gave him a lease therefor, which said lease was read without objection, and was and is in the words and figures following, that is to say: [This lease is in usual form, to which no objection was made.] *Term expired May 1, 1856*

The witness further stated, that on the same day he (the witness) sub-let another portion of said premises to Matthias Hitz, which lease was produced and read without objection, in the words and figures following, that is to say: *(This in usual form)*

The witness further stated, that the two sub-lettings aforesaid embraced all of the premises in controversy in this cause, and that the said Bateman and Hitz respectively entered at the date of their said leases, into the possession of the several portions of the premises in controversy, described in their said respective leases. The witness further stated, that on the first day of May, 1856, the defendant, Holway, was in possession of the premises in question; that he understood from the said Holway that he (Holway) went into possession of said premises under the said Bateman and Hitz, and with their respective assents; that Holway paid rent to witness as landlord of the premises according to the respective terms of the sub-leases from witness, to the said Bateman and Hitz.

Witness could not state positively the length of time that Holway paid rent to witness, but his recollection is that the time embraced one and a half years.

Witness further stated, that the said Holway occupied the premises in question under Bateman and Hitz about a year and a half prior to May 1, 1856.

The witness further stated, that no rent was paid to him by the said Holway after May 1, 1856.

The witness further stated, that the said Holway knew from conversation between the said Holway and witness, that witness held said premises under a lease from the said plaintiff.

The plaintiff then called to the stand as a witness, *Francis H. Kales*, who testified, subject to objection, that on the 3d day of July, 1856, and before the commencement of this suit, he, the witness, served a written notice upon the said defendant, demanding the immediate possession of the premises in controversy, as the agent and attorney of said plaintiff, which said notice was and is in the words and figures following, that is to say:

"Take notice, that I hereby demand the immediate possession of the following described premises, situate in the City of Chicago, County of Cook, and State of Illinois, to wit: A part of the west half of the east half of lot six, block 34, original town of Chicago, being twenty feet on Randolph Street and running back to the barn formerly occupied by one Edw. H. Aiken, together with the passage to the rear of the eh of wh of said lots; also, a part of the east half of the west half of said lot, being twenty feet on Randolph Street, and running back five feet north of the south line of said barn, which said premises comprise the middle forty feet front of said lot on Randolph Street, in said City of Chicago, being the same premises, a portion of said lot six, now occupied and held by you.

"The bearer is hereby authorized to receive from you the possession thereof for me.

Yours, &c.,

"EDWARD ELDRIDGE,

"By ZENAS COBB, his Attorney in Fact.

"Chicago, July 1, 1856."

The said witness further stated that the said defendant, Holway, refused to surrender the possession of the said premises to witness, as the agent of the said plaintiff, alleging as a reason that he could keep possession of the said premises under another title. And witness further stated, that he thereupon commenced this action.

The notice aforesaid was then read in evidence, subject to a motion to exclude the same from the jury empanelled herein.

The said defendant, by his counsel, also objected to the competency of the said Edward H. Aiken as a witness in this cause.

And thereupon the said plaintiff, for the purpose of obviating all objection to the competency of the said Aiken as a witness, and for the further purpose of showing the relevancy and legality of the testimony of the said Kales, and the sufficiency of the notice aforesaid, read in evidence the following instruments in writing, viz:—

1. A full release to said witness, Aiken, executed by said Zenas Cobb in the name of said plaintiff. No objection to which was made.

And also in this connection a power of attorney from the said plaintiff to Zenas Cobb, bearing date October 31, 1856, authorizing said release, which said power of attorney was then and now is in the words and figures following, that is to say. Here follows a ^{power} ~~lease~~ which in substance empowers Cobb to release the said Aiken from all liability on the lease hereinbefore mentioned, viz: lot six in block thirty-four, Chicago, and contains this clause: "*Hereby authorizing said Cobb to sue for and recover the possession of said premises and every part thereof, for me and in my name. Hereby ratifying all that my said attorney HAS DONE or may do in the premises.*"

The plaintiff then introduced the following power of attorney, bearing date May 28, 1856, executed by the said plaintiff to the said Zenas Cobb, which said power was and is in the words and figures following, that is to say :

Know all men by these presents, that I, Edward Eldridge, of the City and State of New York, hereby constitute and appoint Zenas Cobb, of the City of Chicago, to be my true and lawful attorney for me and in my name, to sue for and recover possession of lot six in block 34, in the original town of Chicago, being eighty feet front on Randolph street, in the City of Chicago, from any and all persons now holding the same, or any part thereof, and to commence in my name any forcible detainer suit or suits against any such person or persons, or take any other proceedings, either at law or in equity, to obtain possession of said premises as aforesaid, hereby ratifying and confirming all that my said attorney has done or may do in the premises.

In witness whereof, I have hereunto set my hand and seal, this 28th day of May, A. D. 1856. EDW'D ELDRIDGE. [SEAL.]

In presence of JOSEPH S. RIDGWAY.

All of which said several parcels of evidence and instruments of writing were read to the jury aforesaid without objection, subject however to a motion to exclude the same upon the ground of their legal sufficiency ; no objection being made in reference to the execution of the said several papers and documents.

And the said witness, F. H. Kales, further testified, that prior to the service of the notice aforesaid upon the said defendant, the said Zenas Cobb authorized and empowered him to serve said notice and institute this suit, in case ~~that~~ said defendant refused to surrender the possession of the premises in controversy. The said Kales is an attorney at law, and appeared in this cause as one of the counsel of the said plaintiff, which was all the evidence offered in this cause.

Thereupon the said defendant, by his counsel, moved the Court to exclude the notice or demand of possession aforesaid, from the jury aforesaid, upon the ground that the said Cobb has no authority to delegate his power to the said Kales in the service of the said notice, which said motion was sustained by the said Court, and the said notice and evidence connected therewith was excluded from the said jury as evidence herein, to which ruling and opinion of the said Court in excluding the said evidence from the jury aforesaid, the said plaintiff, by his counsel, then and there excepted, and thereupon the said jury found a verdict for the said defendant.

Error Assigned.

The exclusion of said evidence.

R. S. BLACKWELL,
For Appellant.

Blackwell for Plaintiff

Story on Agency Sects 12.13.14.56
2 Story on Court p 124 Sects 1236.7. 1774.

The execution of said evidence.

For Defendant

E. S. BLACKWELL

Error assigned.

defendant.

There executed, and thereupon the said jury found a verdict for the said
dence from the jury returned, the said plaintiff, by his counsel, then and
to which ruling and opinion of the said Court in excluding the said evi-
connected therewith was excluded from the said jury as evidence relevant,
tion was sustained by the said Court, and the said notice and evidence
holder to the said jury in the evidence of the said notice, which said no-
said, upon the ground that the said Court had no authority to exclude the
side the notice or demand of possession aforesaid, from the jury aforesaid.

Thereupon the said defendant, by his counsel, moved the Court to ex-
clusion was all the evidence offered in this case.

and appeared in this case as one of the counsel of the said plaintiff,
of the premises in controversy. The said jury is an attorney at law,
this said, in case the said defendant refused to surrender the possession
Court authorized and empowered him to serve said notice and institute
evidence of the notice aforesaid upon the said defendant, the said James
and the said witness, E. H. Jones, witness testified, that prior to the

before and documents.

no objection being made in reference to the execution of the said several
motion to exclude the same upon the ground of their legal insufficiency:

are held to the jury aforesaid without objection, subject however to a
All of which said several pieces of evidence and instruments of writing

in presence of Joseph S. Blackwell.

day of May, A. D. 1886.

EDWARD EDRIDGE [SEAL]

In witness whereof, I have personally set my hand and seal, this 28th

of May, do in the presence of

said, personally testifying and confirming all that my said attorney has done

either as law or in equity, to obtain possession of said premises as afore-

said against any other person or persons, or take any other proceedings,

but thereof and so commence in my name any further demand suit or

City of Chicago, from any and all persons now holding the same, or any

thing from the City of Chicago, being situate west front on Randolph street, in the

name, to and for the recovery possession of lot six in block 24, in the city

the City of Chicago, to be my true and lawful attorney for me and in my

and State of New York, personally constitute and appoint James Corp, of

known all upon the premises, that I, Edward Edridge, of the City

to say:

which said power was and is in the words and figures following, that is

date May 28, 1886, executed by the said plaintiff to the said James Corp,

The plaintiff then introduced the following power of attorney, reading

140

Edridge

Edwards

Ab. & Mier

140

Edward Eldridge

vs

Charles Holmberg

140

12487

1857

