

12781


No. _____

Supreme Court of Illinois

Gibson et al

vs.

City of Chicago

71641  7

100. 158
David Gibson & others
vs 100. 158
The City of Chicago 158

100

12781

1859

E. ~~88-154~~ ⁸⁸⁻¹⁵⁴ Morrison & others
vs

The City of Chicago
Supds. Bond

Filed August 6, 1858
L. Leland
Clerk

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

To the Clerk of the Cook County

The People of the State of Illinois,
of Common Pleas
Court for the County of Cook

Greeting:

Because, In the record and proceedings, as also in the rendition of
the judgment of a plea which was in the Cook County Court of Common
Pleas Court of Cook County, before the Judge thereof, between
The City of Chicago

plaintiff, and David Gibson John Gochi C. D. Farwell, R. Kinnernan P.
Brennan Michael Walsh, George W. Penney, J. F. Irwin Michael Kihoe
and Jeremiah Clowry defendants, it is said mani-
fest error hath intervened, to the injury of the aforesaid Defendants

as we are informed
by their complaint and we being willing that error should be
corrected, if any there be, in due form and manner, and that justice be done
to the parties aforesaid, command you that if judgment thereof be given,
you distinctly and openly, without delay, send to our Justices of the Su-
preme Court the record and proceedings of the plea aforesaid, with
all things touching the same, under your seal, so that we may have the
same before our Justices aforesaid at Ottawa, in the County of La
Salle, on the first Tuesday after the third Monday in April next, that
the record and proceedings, being inspected, we may cause to be done therein,
to correct the error, what of right ought to be done according to law.

Witness, The Hon. John D. Caton, Chief
Justice of our said Court, and the Seal
thereof, at Ottawa, this 2th day of
August in the Year of Our Lord
one thousand eight hundred and fifty-eight.

J. Deland

Clerk of the Supreme Court.

by J. B. Rice Deputy

100 - 1518
David Gibson & others

or

The City of Chicago

Writ of Error

This Writ of Error is made a supersedeas restraining the sale of lot thirty two in Block fifty six and lots seven, eight, nine, ten, twenty three, & twenty four in School section addition to Chicago and lots one and two in Block sixty one in School section addition to Chicago and one hundred & sixty feet on Canal Street by one hundred and twenty feet on Judd Street in Block two, lots one and ~~two~~ three in Block eight in Brainard & Evans addition to Chicago, and lot two in Block ~~two~~ forty three, lot one in Block forty four and lot one in subdivision of lot four in Block forty four in Canal Trustees subdivision of the South West Quarter and so much of the South East Quarter of Section twenty one ~~of~~ in Township thirty nine in Range fourteen as lies west of Chicago River and lot fourteen in Block forty nine and lot four in subdivision of lot fourteen in Block sixty two in Canal Trustees subdivision of the North West Quarter of Section twenty one in Township thirty nine in Range fourteen, and as such is to be obeyed by all concerned.

S. Leland Clerk
by J. B. Rice Deputy

Filed August 9th 1858
S. Leland
Clerk

Printed by Jameson & Morse, 14 La Salle street.

SUPREME COURT.

APRIL TERM, 1859.

EZEKIEL MORRISON, <i>et al.</i>	}	<i>Error to Cook County Court of Common Pleas.</i>
vs. CITY OF CHICAGO.		
AND		
DAVID GIBSON, <i>et al.</i>	}	<i>Same.</i>
vs. CITY OF CHICAGO.		

POINTS OF PLAINTIFF IN ERROR.

I.

The assessment in the present case was made for a public improvement under the provisions of Chapter VII of the Charter of the City of Chicago. The second section of that chapter limits the power of the Common Council, in making assessments of this nature. The expenses of the improvement, and the costs of the proceedings in making the assessment are the *only* sums authorized to be assessed under its provisions. The assessment in the present case includes the cost of engineering, superintending and of collecting. These duties are required to be performed by salaried officers and no sum can rightfully be assessed under the provisions of that chapter, to defray the expense of their performance. The assessment having been made in part for purposes not authorized by the Charter, was not legal or valid, for any purpose whatever.

II.

The sixth section of Chapter VII, requires that the Commissioners shall deliver to the City Clerk a corrected copy of their assessment, within forty days after the time of their appointment. The Commissioners, in the present case, were appointed May 25, 1857, and the assessment was returned to and filed in the City Clerk's office, July 22, 1857. One of the manifest objects of this provision was to limit a time within which the land owner should be obliged, at his peril, to watch the proceedings of the Commissioners. After that time expires and no assessment is

returned, the statute intended to declare the matter ended, so as not to require perpetual diligence and watchfulness on the part of the land owner, to guard and protect his rights.

III.

By Sec. 11, Chap. VII, of the City Charter, it is provided that no assessment for improvements shall exceed three *per cent.* per annum. This is a limitation of the authority of the corporation to assess, and if it transcends this limit, the ordinance providing for the assessment is void.

It appears from the evidence in this case, that an assessment had been made *in the same year with the assessment in question*, under which lot one, (1,) in block thirty-three, (33,) School Section Addition to Chicago, was assessed in the name of E. Morrison, at a value of \$2,500 to pay \$53.54. It further appeared by a warrant on file in the office of the City Comptroller, that said assessment had been paid.

It appears by the warrant in this case that the above described lot was assessed in the name of said Morrison at a value of \$3000.00 and to pay \$76.92.

Taking the last and highest valuation, \$3000, and adding the amounts for which it was assessed, it appears that the assessments made upon it for that year, exceeded three per cent. per annum, by one, thirty-five per cent.

It cannot be that the provision of the Charter, above referred to, was intended to limit the authority of the Counsel to assessments for one and the same improvement.

If it was, then any one individual whose property was benefitted by several improvements, might be required to pay an indefinite amount per annum, and to submit to a burthen in many cases greater than the value of the property.

The manifest object of the limitation was to guard against such a condition, and to protect the residents of the City from a heavier assessment *on all accounts*, than three per cent. per annum.

IV.

The assessment roll does not show at what the property referred to by it was valued, or at what it was assessed. There is nothing upon the roll to show what the figures there appearing were intended to represent.

They may mean *dollars or cents*, or they may mean *pounds, shillings and pence*, for all that appears on the roll.

It is true that the words "valuation" and "assessment" are written at the head of two respective columns, but the figures in these columns are not accompanied by anything to designate the currency they represent.

"You may guess they represented *dollars*, or *cents*, or *mills*, but at last it is but a guess."

Lawrence vs. Fast, 20th Ill. 340.

V.

By the amended Charter, the time and manner of giving judgment against property assessed, when the assessment levied is not paid, is specified and provided.

The Court sits for that purpose, and for that purpose only. It does not exercise the powers appertaining to it, as a Court of general jurisdiction, but it exercises a special authority conferred upon it, as a special tribunal, for a special purpose.

If this be true it possesses no power whatever, not specially conferred by the act of the legislature.

That act authorizes the Court to give judgment against delinquent property, at the term to which the case is brought by the Collector, and at no other term. Sec. 40 provides, that in case of failure to pay the assessment the collector shall "prepare and make report thereof to some Court of general jurisdiction to be held in Chicago," &c., &c.

Sec. 42 prescribes the manner in which the case shall be docketed.

Sec. 43 provides that "It shall be the duty of the Court, upon calling the docket of *said* term, if any defense be offered by any of the owners of said property, or any person having an interest or claim therein, to hear and determine the same, in a summary way without pleadings, and if no defence shall be made, the said Court shall pronounce judgment," &c., &c.

No authority is given to continue the case, or to pronounce judgment at any other term than that to which the case is brought, and without such authority specially given by the act, the Court could do neither the one nor the other.

City of Chicago vs. The Rock I. R. R. Co., 20th Ill. 286.

BECKWITH, MERRICK & CASSIN,

For Pl'ffs in Error.

49 + 100

Supreme Court

E. Morrison et al

vs

City of Chicago

and

A. Gibbons et al

vs

Same

Preface

STATE OF ILLINOIS,
SUPREME COURT,

The People of the State of Illinois,
To the Clerk of the ~~Court of Common Pleas~~ ^{Court of Common Pleas} Court for the County of Cook Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Cook County Court of Common Pleas Court of Cook — County, before the Judge thereof, between
The City of Chicago —

plaintiff, and & Morrison Daniel Brainard and James Granger & others

defendants, it is said manifest error hath intervened, to the injury of the aforesaid & Morrison Daniel Brainard, James Granger

as we are informed by their complaint — and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plea aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the first Tuesday after the third Monday in April next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this sixth day of August in the Year of Our Lord one thousand eight hundred and fifty-eight.

L. Seland

Clerk of the Supreme Court,
by J. D. Rice Deputy

6 Morrison and others
vs

The City of Chicago
Writ of Ino

This writ of Ino is made
a Superedeas restraining
the collection of the assessments
upon lots one & two in Block
Fifty three in the School Section
addition to Chicago and also
upon Blocks five six, seven
& eight in Brainard & Evans
addition to Chicago. and as
such is to be obeyed by
all concerned. -

L. Leland Clk
by J. M. Rice & party

Filed August 6. 1878
L. Leland Clk.

Printed by Jameson & Morse, 14 La Salle street.

SUPREME COURT.

APRIL TERM, 1859.

EZEKIEL MORRISON, <i>et al.</i>	}	<i>Error to Cook County Court of Common Pleas.</i>
vs. CITY OF CHICAGO.		
AND		
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I.

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II.

The sixth section of Chapter VII, requires that the Commissioners shall deliver to the City Clerk a corrected copy of their assessment, within forty days after the time of their appointment. The Commissioners, in the present case, were appointed May 25, 1857, and the assessment was returned to and filed in the City Clerk's office, July 22, 1857. One of the manifest objects of this provision was to limit a time within which the land owner should be obliged, at his peril, to watch the proceedings of the Commissioners. After that time expires and no assessment is

returned, the statute intended to declare the matter ended, so as not to require perpetual diligence and watchfulness on the part of the land owner, to guard and protect his rights.

III.

By Sec. 11, Chap. VII, of the City Charter, it is provided that no assessment for improvements shall exceed three *per cent.* per annum. This is a limitation of the authority of the corporation to assess, and if it transcends this limit, the ordinance providing for the assessment is void.

It appears from the evidence in this case, that an assessment had been made *in the same year with the assessment in question*, under which lot one, (1,) in block thirty-three, (33,) School Section Addition to Chicago, was assessed in the name of E. Morrison, at a value of \$2,500 to pay \$53.54. It further appeared by a warrant on file in the office of the City Comptroller, that said assessment had been paid.

It appears by the warrant in this case that the above described lot was assessed in the name of said Morrison at a value of \$3000.00 and to pay \$76.92.

Taking the last and highest valuation, \$3000, and adding the amounts for which it was assessed, it appears that the assessments made upon it for that year, exceeded three per cent. per annum, by one, thirty-five per cent.

It cannot be that the provision of the Charter, above referred to, was intended to limit the authority of the Counsel to assessments for one and the same improvement.

If it was, then any one individual whose property was benefitted by several improvements, might be required to pay an indefinite amount per annum, and to submit to a burthen in many cases greater than the value of the property.

The manifest object of the limitation was to guard against such a condition, and to protect the residents of the City from a heavier assessment *on all accounts*, than three per cent. per annum.

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They may mean *dollars* or *cents*, or they may mean *pounds*, *shillings* and *pence*, for all that appears on the roll.

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Lawrence vs. Fast, 20th Ill. 340.

V.

By the amended Charter, the time and manner of giving judgment against property assessed, when the assessment levied is not paid, is specified and provided.

The Court sits for that purpose, and for that purpose only. It does not exercise the powers appertaining to it, as a Court of general jurisdiction, but it exercises a special authority conferred upon it, as a special tribunal, for a special purpose.

If this be true it possesses no power whatever, not specially conferred by the act of the legislature.

That act authorizes the Court to give judgment against delinquent property, at the term to which the case is brought by the Collector, and *at no other term*. Sec. 40 provides, that in case of failure to pay the assessment the collector shall "prepare and make report thereof to some Court of general jurisdiction to be held in Chicago," &c., &c.

Sec. 42 prescribes the manner in which the case shall be docketed.

Sec. 43 provides that "It shall be the duty of the Court, upon calling the docket of *said* term, if any defense be offered by any of the owners of said property, or any person having an interest or claim therein, to hear and determine the same, in a summary way without pleadings, and if no defence shall be made, the said Court shall pronounce judgment," &c., &c.

No authority is given to continue the case, or to pronounce judgment at any other term than that to which the case is brought, and without such authority specially given by the act, the Court could do neither the one nor the other.

City of Chicago vs. The Rock I. R. R. Co., 20th Ill. 286.

BECKWITH, MERRICK & CASSIN,
For Pl'ffs in Error.

Supreme Court

E. Morrison et al

^{vs}
City of Chicago
and

Al. Gibson et al

^(vs)
Sund.

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

To the Sheriff of the County of

Cook

Greeting :

Because, In the record and proceedings, and also in the rendition of the judgment of a plea which was in the *Cook County Court of Common Pleas* Court of *Cook* County, before the Judge thereof, between *The City of Chicago*

plaintiff, and *David Gibson, John Gooschi, C. B. Farwell, R. Finnerman, L. Brennan, Michael Walsh, George W. Penney, J. F. Erwin, Michael Kihoe and Jeremiah Blowry*

defendants, it is said that manifest error hath intervened, to the injury of the said *Defendants*

as we are informed by *their* complaint, _____ the record and proceedings of which said judgment we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law; Therefore, We Command You, That by good and lawful men of your County, you give notice to the said *City of Chicago*

City of Chicago that said _____ be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the records and proceedings aforesaid, and the errors assigned, if said *City* shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said *City of Chicago*

notice, together with this writ.

Witness, The Hon. JOHN D. CATON, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *7th* day of *August* in the Year of Our Lord One Thousand Eight Hundred and Fifty-eight -

L. Leland

Clerk of the Supreme Court.

by J. B. Rice Deputy

David Gibson and others
 vs
The City of Chicago
 Sci fa.

Filed Aug. 13. 1858
 Leland
 clk.

Beckwith Memo B

Summe by receiving to Samuel L. Ward Comptroller and
 Joseph St. Francis Collector of the within named City
 of Chicago the 12th day of August 1858
 For 2 Service 1.00 John L. Wideman Sheriff of
 2 Mute 1.00 John L. Wideman County
 1 The sum of 10.00 of John St. Francis Deputy
 12.00 paid by City Clerk

Know all men by these presents, that
we, Daniel Brainard, ~~James Grainger~~
~~Ezekiel Morrison~~ ^{and George W. Smith} ~~J. F. Deussen~~ of the City
of Chicago, State of Illinois, are held and firmly
bound unto the City of Chicago, in the Sum of
Three thousand dollars, to be paid to the
said City of Chicago; for which payment
well and truly to be made, we bind ourselves,
our and each of our heirs, Executors and ad-
ministrators, firmly by these presents.

Scaled with our Seals and dated the fifth
day of August, in the year of our Lord, one
thousand eight hundred and fifty Eight.

Whereas, the above named
Daniel Brainard, James Grainger and E.
Morrison have prosecuted a writ of Error, to
the Supreme Court of the State of Illinois, to
reverse the judgment rendered by the Cook
County Court of Common Pleas, on the 24th
day of June A. D. 1858, in favor of the City of
Chicago, against said Daniel Brainard,
James Grainger, and E. Morrison, on an appli-
cation for judgment on an assessment ^{confirmed} ~~made~~
by the Common Council of the City of
Chicago, on the 5th day of October A. D. 1857, for
macadamizing Canal Street between

Van Buren and Old Streets -

Now therefore, the condition
of this obligation is such, that if the
above named Daniel Brainerd, James Granger
and E. Morrison shall prosecute their said
writ of Error, to Effect and shall pay the
amount of said Judgment and all costs,
interest and damage that may be assessed
against them, in case the Judgment shall
be affirmed, then this obligation shall be
void, otherwise the same shall be and
remain in full force and virtue -

Daniel Brainerd. (Seal)

Ezekiel Morrison

(Seal)

James Granger. (Seal)

J. T. Irwin

(Seal)

Lydon Beckett

(Seal)

State of Illinois

Clerk's Office of the Supreme Court

53

I hereby certify that a writ of error hath issued from this office for the reversal of a judgment obtained by the City of Chicago against lots numbered thirty two in Block ~~forty six~~ (46) and lots numbered (32), seven (7) right (8) nine (9) ten (10), twenty three (23) and twenty four (24) in Block ~~forty six~~ ^{sixty (60)} in School section addition to Chicago, and lots numbered one (1) and two (2) in Block numbered sixty one (61) in School section addition to Chicago, and one hundred and sixty (160) feet on Canal Street by one hundred and twenty (120) feet on Judd Street in Block numbered two (2) in Brainard & Evans addition to Chicago and lots numbered one (1) and three (3) in Block right in Brainard & Evans addition to Chicago, and lots two (2) in Block forty three (43) and lot one (1) in Block forty four (44) and lot one (1) in the subdivision of lot four (4) in Block forty four (44) situated in Canal Trustees subdivision of the South West Quarter and so much of the South East Quarter as lies of section twenty one (21) as lies west of Chicago River in Township thirty nine (39) in Range fourteen (14) and lot fourteen (14) in Block forty nine (49) and lot four (4) in the subdivision of lot numbered fourteen (14) in Block sixty two (62) in Canal Trustees

Subdivision of the North West Quarter of
Section twenty one (21) in Township number
thirty nine (39) in Range fourteen (14)

in the Cook County Court of Common
Pleas at the June Special Term thereof
in the year of our Lord one thousand eight
hundred fifty eight in a certain suit for
assessment on Warrent No. 706 West
dated October 9th 1857 for Macadamizing
Canal Street from Van Buren Street to
Old Street which writ of error is to
operate as a supersedeas and as such
is to be obeyed by all concerned. -

Given under my hand and the
Seal of the Supreme Court at
Ottawa this 9th day of August
A.D. 1858.

L. Leland Clerk
by J. B. Rice Deputy

David Gibson & others
07

The City of Chicago

Superseaded

Served the within superseas by reading
the same to J. H. Ward, Comptroller and J. H.
Hendricks, Collector of the City of Chicago
before ^{the sale} ~~the sale~~ on the morning of the 10th
of August. A.D. 1858

Lot 100
2nd 10
1st 10
\$120

proved by Monks
along
John L. Wilson Stpt
by J. A. Snow Esq

J. L. Wilson & others
07 100-1858
City of Chicago

Superseaded

Tel'd Aug. 13 1858
J. L. Wilson
B. H.

State of Illinois
Clerks Office of the Supreme Court } ss

I hereby certify That a writ of error hath issued from this office for the Reversal of a judgment obtained by the City of Chicago against lots Numbered one (1) and two (2) in Block fifty three (53) in the School section addition to Chicago and also upon Blocks five (5) six (6) seven (7) and eight (8) in Brainerd and Evans addition to ~~the~~ City of Chicago in the Cook County Court of Common Pleas of Cook County at the June special Term thereof, in the year of our Lord one thousand eight hundred and fifty eight in a certain ~~application~~ suit for assessment on Warrant No. 306- West dated Oct. 18. 1857 for macadamizing Canal street from Van Buren to Old Street. which writ of error is made a Supersedeas and as such is to be obeyed by all concerned. -

Given under my hand, and the seal of the said Supreme Court, at Ottawa this sixth day of August in the year of our Lord one thousand eight hundred and fifty eight. -

Leland Clerk
by J. B. Rice Deputy

75-1518
The City of Chicago
Sept in Nov.
E Morison et al vs
victims
Superior Court

Filed Aug. 18, 1858
J. Deland
Clerk

Served by reaching to Samuel L Ward Comptroller of the
within named City of Chicago the 9th day of August 1858
also by reaching to Joseph N Henriks Collector of the within
named City of Chicago the 10th day of August 1858
For \$1.30 John L Wilson Sheriff of Cook County
Paid by ~~depts~~ J. H. Dast Deputy

Know all men by these presents, That we
Jeremiah Clowry, T. R. Kehoe, T. Bernhumen,
John Gorshe, Philip Dean, C. B. Farwell, Michael
O'Shaughnessy, William Honohan, M. Byrne
Peter Brackin, M. Gleeson, Michael Kehoe, P.
Brennan, R. Fineman, Patrick Walsh, Henry
Sweet, William Launcey, Michael Walsh,
Charles Lerete, Anthony Mott, J. F. Irwin,
Adam Gumble, Frederick Hesop, Edward
McGraw, John O. Batterman, George W. Penny
J. Ponceir, David Gibson and

of the City of Chicago,
State of Illinois, are held and firmly bound unto
the City of Chicago in the sum of Ten thousand
dollars, to be paid to the Said City of Chicago:
for which payment well and truly to be made,
we bind ourselves, our and each of our heirs,
Executors and administrators, firmly by these
presents - Sealed with our seals and dated
this Seventeenth day of August in the year of our
Lord, one thousand eight hundred and fifty
Eight -

Whereas the above named Jeremiah
Clowry, T. R. Kehoe, T. Bernhumen, John
Gorshe, Philip Dean, C. B. Farwell, Michael
O'Shaughnessy, William Honohan, M. Byrne
Peter Brackin, M. Gleeson, Michael Kehoe,

P. Brennan, R. Finneiman, Patrick Walsh,
Henry Sweet, William Jaucer, Michael Walsh,
Charles Crete, Anthony Moe, J. F. Irwin, Adam
Geeble, Frederick Lesop, Edward McGraw,
John O. Batterman, Geo. W. Penny, J. Poirer,
David Gibson have prosecuted a writ of Error
to the Supreme Court of the State of Illinois to reverse
the judgment rendered by the Cook County Court
of Common Pleas, on the 24th day of June
A.D. 1858, in favor of the City of Chicago, against
said Jeremiah Clowry, T. R. Kehoe, T. Bernhumeu,
John Gonshe, Philip Beau, C. B. Farwell,
Michael O'Shaughnessy, William Honohan,
M. Pryue, Peter Braekin, M. Gleeson, Michael
Kehoe, P. Brennan, R. Finneiman, Patrick Walsh,
Henry Sweet, William Jaucer, Michael Walsh,
Charles Crete, Anthony Moe, J. F. Irwin,
Adam Geeble, Frederick Lesop, Edward McGraw,
John O. Batterman, Geo. W. Penny, J. Poirer,
David Gibson, on an application for judgment
on an assessment confirmed by the Common
Council of the City of Chicago, on the 5th day of
October A.D. 1857 for Macadamizing Canal
Street between Van Buren and Old Streets -

Now therefore, the condition of this
obligation is such that, if the above named
Jeremiah Clowry, T. R. Kehoe, T. Bernhumeu,
John Gonshe, Philip Beau, C. B. Farwell,
Michael O'Shaughnessy, William Honohan,

M. Byrne, Peter Brackin, M. Gleeson, Michael
 Kehoe, P. Brennan, R. Finneinan, Patrick Walsh,
 Henry Sweet, William Laurence, Michael Walsh,
 Charles Brete, Anthony Moet, J. F. Irvine, Adam
 Geuble, Frederick Heroh, Edward McGraw,
 John O. Ballerman, Geo. W. Penney, J. Ponceir,
 & David Gibson shall prosecute their said
 writ of Error to Effect, and shall pay the amount
 of said Judgment and all costs, interest and
 damage, that may be assessed against them
 in case the Judgment shall be affirmed,
 then this obligation shall be void, otherwise
 the same shall be and remain in full force
 and virtue -

Michael Kehoe (seal)

R. Finneinan (seal)

Anthony Moore (seal)

Michael Gleeson (seal)

Michael Thayer (seal)

David Gibson (seal)

by James Cobb his atty
in fact (seal)

James Cobb (seal)

(seal)

(seal)

(seal)

(seal)

(seal)

(seal)

(seal)

J. R. Kehoe (seal)

M. Byrne (seal)

J. F. Irvine (seal)

(seal)

Philip Dean (seal)

(seal)

(seal)

(seal)

(seal)

(seal)

(seal)

(seal)

(seal)

(seal)

(seal)

(seal)

David Gibson & others
vs 100 - 75 '8

The City of Chicago
Superior Court

Filed August 7, 1888
L. Leland Clerk