

No. 13563

Supreme Court of Illinois

City of Chicago.

vs.

Brenner, et al.

71641  7

SUPREME COURT,
Third Grand Division.

No. 311.

1866

Poplar

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vs

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13563

STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION,

APRIL TERM, 1860.

CITY OF CHICAGO }

vs.

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MRS. M. BALL,
A. T. GAGE,
E. LAWRENCE,
R. FERGUS, *et al.*, *et al.* }

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1. That the said improvement was not ordered by the Common Council.
2. That the said improvement was not made by the said city of Chicago, or for or on account of said city, or at its charge.
3. That the matter of said improvement was not referred to a committee to prepare and report a plan, with estimate of expense, prior to undertaking said improvement.
4. That said improvement was commenced and partly performed under a private contract between one De Golyer, or De Golyer & Co., or some other person, and part of the property owners on said State street, some time before the order of the Common Council for said improvement was made.
5. That said improvement was commenced and finished under a private contract between the parties who did said work, and some of the property owners on said street, before the order of the Common Council for said improvement was made.
6. That these objectors did part of the work for which they are assessed, and for doing which judgment is asked against them on said warrant, at their own cost and expense, by arrangement with contractors who did said work.
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[Here follow the specifications, specifying the way and manner that the work shall be executed, &c.]

The contract concludes thus:

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E. ANTHONY,

Attorney for Plaintiff in Error.

811-199

City of Chicago

vs

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Abstract

Filed Apr 28, 1860

Leland

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"The parties of the second part hereby severally agree and covenant to pay each for himself only and separately, unto the party of the first part, or their assigns, in good lawful money, for and in consideration of the above described work being performed according to the specifications herewith annexed, the sum of nine dollars per front foot, on each side of

Page of Rec. said State street, including filling to grade, the building of curb walls on each side, one foot of gravel and paving with boulder stone, *opposite his or her property ONLY* where walls are now built, a deduction of two dollars per front will be allowed, and if curbed instead of wall, one dollar will be deducted from the above nine dollars, *but no owner of a lot or lots shall be liable for any more than he or she actually owns, or has in his, her, or their possession*; the whole to be completed by first day of October next."

On this contract is the following endorsement:

"I accept the specifications and conditions of the within contract for *paving State street, as satisfactory to the city, provided* it is understood *as part of this contract that the intersecting streets and alleys are to be filled so as to make an easy approach on to the paving, and consider the price low*; also provided the sewerage for taking off the surface *water is properly provided for.*"

- 18 On cross-examination, the witness said,—*"That he did the work for the city at the special instance and request of the City Superintendent, and that the whole work was done under the direction of the City Superintendent of Public Works, but that he did said work under no other contract than the contract herein set forth, and that no work whatever was done on said street until after the work had been ordered by the City Council to be done; that he had not yet been paid for said work, either by the city or any one else, but that the city officers had told him that he should be paid when this assessment, which was levied to pay the expenses of said improvements, should be collected."*

18 to 30 The defendants then offered in evidence the assessment warrant for the collection of the assessment, which was objected to by the plaintiffs, but the objection was overruled, and plaintiffs excepted. The assessment warrant, which had issued to the collector, to collect the assessment, was then introduced, and is in the usual form; recites the levying and confirming of the assessment, and a description of the real estate upon which the assessment had been levied, and the valuation of the property and amount assessed upon each lot. The column which contains the valuation, has over it merely the word "valuation," but does not say dollars and cents.

- 31 Collectors return, showing upon what lots the assessment had been paid, and those upon which the amount of the assessment is due and unpaid.

This was all the testimony.

Plaintiffs.

The plaintiffs then offered to show, by the commissioners who levied the assessment in this cause, and by the city clerk, that the column of figures marked valuation in the assessment warrant which was offered in evidence, meant so many dollars and cents, and nothing else, but the Court refused to hear any testimony whatever in explanation of the figures in said column of the said assessment warrant; to which ruling of the Court the plaintiffs then and there excepted. The Court then entered a judgment in favor of the defendants, and against the city.

The plaintiff assigns for error:

1. The Court erred in compelling the witness, De Golyer, to produce

with a direction of the City of Chicago, then the contract herein set forth.

the contract made between himself and various parties, other than the defendants.

2. The Court erred in permitting the defendants to offer in evidence, and to read the contract made between De Golyer and other persons different from those of the defendants.

3. The Court erred in permitting the defendants to give in evidence the assessment warrant.

4. The Court erred in refusing to permit the plaintiff to show, by the city clerk and the commissioners who levied the assessment, what the meaning of the columns of figures in the assessment warrant meant.

5. The Court erred in refusing to permit the plaintiff to show by the commissioners, and by parol testimony, the meaning of the columns of figures in the assessment warrant, marked valuation.

6. The Court erred in refusing to permit the plaintiffs to show, by parol testimony, that the columns of figures in the assessment warrant meant dollars and cents, and nothing else.

7. The Court erred in rendering a judgment for the defendants, whereas the judgment should have been for the plaintiff.

E. ANTHONY,
Attorney for Plaintiff in Error.

311-199
City of Chicago

^{as}
J. Brenner & Co

Abstracts

Filed April 28 1860

L. Deland

Clerk

Printed by Beach & Barnard, 14 Clark Street, Chicago

SUPREME COURT OF ILLINOIS.

Third Grand Division, }
APRIL TERM, A. D. 1860. }

CITY OF CHICAGO. }

vs. }

J. BRENNEN et al, }

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was fully completed according to the terms of the contract," (page 16 of record) which contract was approved April 20th, 1858, by the City Superintendent of Public Works (pages 17 and 18 of record.)

On the 8th November, 1858, the Common Council of the City of Chicago ordered an assessment to be made on the property on State street deemed benefited by paving it from Madison to Twelfth street, which was confirmed by the Common Council on the 20th December, 1858. A comparison of these dates will show that the work was done under the contract with an expectation of being paid by the parties to the contract before any order was passed by the Common Council. DeGolyer swears on his direct examination (page 13 of record) "that he did the work for the city," but "that he had no contract with the city;" and on cross-examination (page 18 of record) "that he did said work under no other contract with, or direction of the city of Chicago, than the contract herein set forth, &c." With this *resume* of the facts appearing in the record we submit that the case is parallel in fact and law with that of

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Plaintiff in error insists that the Court erred in admitting the contract in evidence, because it was not signed by the defendants, who made objections to the recovery of judgment. We answer, that the contract was admissible to show that the work was done under private contract and not as a public work, and was itself not only proper but the *best* evidence of that fact. The contractor may have contracted with only one man on the street to do the whole work, and relied on his engagement to pay for it; yet, this

would not warrant the city in levying an assessment on other property owners, for either the benefit of the contractor or the one man with whom he made the contract, especially for work previously done under a private contract.

III.

The assessment roll was admissible to show that the proceedings of the collector, in seeking judgment against defendants, had no sufficient legal foundation; that was the purpose for which it and the warrant was offered and admitted in evidence.

IV.

The Court did not err in refusing to admit parol evidence to show that the figures in the valuation column stood for dollars and cents, because those papers (the assessment roll and warrant) were the foundation, the record of the preliminary proceedings in the Common Council; they were in themselves the best, and, in some cases, the only evidence of those proceedings; and until it is established that a record may rest partly in writing and partly in parol, we apprehend that parties will not be allowed to introduce parol evidence to show what is meant by words and figures in the record, but it must speak for itself and its validity must be decided by itself. That the want of any words or characters indicating what the figures in the column headed "valuation" mean in the assessment warrant and roll (page 20 of record) rendered it void, is the very point decided in the following cases:

Gibson, et al vs. City of Chicago, 22 Ill. 566.

Lawrence vs. Fast, 20 Ill. 340.

Parol evidence is not admissible to show that a Justice of the Peace intended to enter a different judgment from that appearing on his docket.

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The returns of officers and in some cases records themselves may be amended, but this can only be done in the tribunal or forum, where, by law, the record remains.

If a record is amendable, the proper practice is to apply to the Court, where it belongs, for leave to amend it, and when that is done to offer the amended record in place of the defective one. But the Superior Court of Chicago, nor any other Court, has no power to amend the record of the proceedings of the Common Council of that city or of its officers, and until they are amended they must speak for themselves, wherever offered, without qualification or explanation from oral evidence. The evidence was properly rejected for not being within the jurisdiction of the Court in which it was offered.

But the evidence could not have helped the plaintiff in error, because however regular the preliminary proceedings might have been, yet the case shows that the work was done wholly under contract, and so the city had no authority to levy an assessment on part of the owners for improvements made under contract with other owners.

The only reply we make to the argument and points of plaintiff in error is a request to the Court to read the evidence of DeGolyer and the contract produced by him, which will show that the first point is not true in fact, and so the case is wholly within the Pease case, 21 Ill. 500.

SCAMMON, McCAGG & FULLER,

Attorneys for Defendants in Error.

311 7 199
City of Chicago

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Prints & authorities
of Drafts in case

Filed May 11, 1860
A. L. Leland
Clerk

Printed by Beach & Barnard, 14 Clark Street, Chicago

SUPREME COURT OF ILLINOIS.

Third Grand Division, }
APRIL TERM, A. D. 1860. }

CITY OF CHICAGO. }

vs. }

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SCAMMON, McCAGG & FULLER,

Attorneys for Defendants in Error.

311 179
City of Chicago
v

J. Brenner et al
Plaints and authorities
of Depts in error.

Filed May 11, 1860
A. Leonard
Clerk

Printed by Beach & Barnard, 14 Clark St.

IN THE SUPREME COURT,

Third Grand Division.

APRIL TERM, A. D. 1860.

CITY OF CHICAGO,

V S.

J. BRENNER,

MRS. M. BALL,

A. T. GAGE, et al,

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The evidence in this case shows that the City of Chicago ordered the work for which this assessment was levied to be done; and that, *after it was ordered* that one David L. DeGolyer, at the request of the superintendent of public works, actually did the work.

The assessment, now in question, was levied to pay for the improvement, strictly in accordance with the provisions of the city charter, and was therefore legal. Chapter 7, of municipal laws, page 38.

The city had the right to employ any and all means to accomplish the purpose which it had lawfully undertaken, and it could

have employed men by the day or made a contract for doing the work, and because Mr. DeGolyer in this instance had a contract with *some* of the property holders on the street to do some of the work in front of their premises; *that* did not render illegal and invalid the assessment which had been levied upon the property of others with whom he never had any intercourse whatever.

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III.

The Court erred in not permitting the plaintiff to show, by the commissioners who levied the assessment and by parol testimony, the meaning of the columns of figures on the assessment warrant, marked "valuation."

Brown vs. City of Joliet, 22 Ill. 126.

Einstein vs. City of Joliet, 22 Ill. 126.

E. ANTHONY,

Attorney for Plaintiff.

311-199
City of Chicago
25

J. Brenner et al
Plffs. vs. Defts.

Filed May 11, 1860
L. Leland
Clerk

Printed by Beach & Barnard, 14 Clark St.

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Einstein vs. City of Joliet, 22 Ill. 126.

E. ANTHONY,

Attorney for Plaintiff.

311-122
City of Chicago

J. Brenner & Co.

Platts points

Filed May 11, 1880
L. Leland
Clerk

SUPREME COURT OF ILLINOIS.

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vs. }

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SCAMMON, McCAGG & FULLER,

Attorneys for Defendants in Error.

City of Chicago

v 311-199

J. Brenner Et al
Points & authorities
of Defts in error

Filed May 11, 1860

A. A. Land

Clerk

IN THE SUPREME COURT,

Third Grand Division.

APRIL TERM, A. D. 1860.

CITY OF CHICAGO,

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E. ANTHONY,

Attorney for Plaintiff.

311-199
City of Chicago
as
J. Bremer & Co
Left points

Filed May 11, 1860
L. Leland
Clerk

United States of America
State of Illinois, Cook County, ss.

Pleas before the Honorable the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois at a Special term of said Superior Court of Chicago begun and holden at the Court House in the City of Chicago in said County and State on the fourth Thursday being the Twenty sixth day of January in the year of our Lord Eighteen hundred and sixty and of the Independence of the United States of America the Eighty fourth and Notice of the time and place of holding said Special Term of the Court having been printed and published in the Daily Press and Tribune the Corporation Newspaper of the City of Chicago, for Twenty days previous to the holding said Special term of the Court in accordance with the Statute in such case made and provided, and in pursuance of an order made by the Judges of said Court on the fourth day of January A. D. Eighteen hundred and sixty.

Present. The Honorable John M. Wilson Chief Justice of the
Superior Court of Chicago.

Wm H. Higgins & Grant Goodrich . . . Judges

Charles Haven Prosecuting Attorney

John Gray Sheriff of Cook County

Walter Kimball, Clerk.

Be it remembered that on the Twenty Sixth day of January A.D. Eighteen hundred and sixty Adolph F. C. Mueller City Collector of the City of Chicago reported and filed with the Clerk of this Court a List of Lands, Lots and parcels of Land and other Real Estate situated in the City of Chicago aforesaid on which taxes remained due and unpaid for the year therein set forth, and attached to said Report was a Certificate of the Press and Tribune Company signed by H. D. Williams of the due publication of Notice as required by law of the making and delivering of the Warrant for the Collection of said taxes to the said A. F. C. Mueller City Collector as aforesaid And also attached to said Report was a Certificate signed as aforesaid of the publication in the Daily Edition of the Chicago Press and Tribune of the Notice of the intended application for a Judgment against said Lands and other Real Estate at this term of Court, as required by the law of this State, approved February fourteenth A.D. Eighteen hundred and fifty seven (a Copy of which said Report Notice and Certificate is hereinafter set forth)

Ordered by the Court that all objections to judgment on the General Warrant for Taxes and on Special Warrants for Assessments be made in writing and filed with the Clerk of this Court by Saturday morning next at Ten o'clock.

Copy

Collectors Report heretofore referred to.

Of the January Special Term of the Superior Court
of Chicago in the year of our Lord one thousand
eight hundred and sixty.

To the Honorable John M. Wilson, Van H. Higgins and Grant
Goodrich Judges of the Superior Court of Chicago.

The Report of Adolph J. C. Mueller City Collector of the
City of Chicago respectfully represents that the Special Warrant as
mentioned in the Schedule herunto attached issued for the Collection
of the Special Assessments and Taxes authorized by law for the
purposes therein generally set forth, made out in the manner required
by law and countersigned by the City Comptroller were delivered to
him the said City Collector on or before the second Tuesday of
October A. D. 1859.

That forthwith after the delivery of said Warrants to him
he published a Notice in the Corporation Newspaper of said City,
that such Warrants were in his hands for Collection, briefly and
describing the nature of each of said Warrants and requesting all
persons forthwith to make payment thereof at his Office, and that in
default of such payment, the said taxes and assessments would be
collected at the cost and expense of the persons liable for the payment
of such taxes and assessments, where said Notices were generally
published for thirty days in said Corporation Newspaper.

That he has given ten days Notice of his intended application
to this Court for Judgment against the Lands lots and parcels

24

of Land for the amount of Taxes, Assessments, interest and costs respectively due thereon, before the first day of the January Special Term of this Court A. D. 1860, briefly specifying the nature of the said Warrants upon which, said application was to be made and requesting all persons interested therein to attend at such term

A copy of which said Notice is herewith filed together with a certificate of the due publication of said Notice from the published of the said Corporation Newspaper in which the said Notice was published.

That the annexed Schedule is a correct List of the Lands Lots and parcels of Land, together with the amounts of taxes and assessments, interest and costs respectively due thereon as set forth in the said Warrants which remain unpaid and uncollected.

Wherefore your said Petitioner prays that Judgment may be rendered as in such cases made and provided

(signed) A. J. C. Mueller

City Collector."

' State of Illinois
Cook County . . . J.

I Adolphus J. C. Mueller City Collector in and for the City of Chicago do solemnly swear that the annexed Report by me made is to the best of my knowledge and belief, true and the annexed Schedule is a true and correct List of the delinquent Lots Lands and parcels of Land upon which I have been unable to collect the taxes and Assessments as required by law for the year 1859.

as herein set forth - that said Taxes and Assessments remain
due and unpaid and uncollected as above stated

Subscribed and sworn to before

me this Twenty sixth day of

January A. D. 1860.

A. F. B. Mueller:

Walter Kimball, Clerk

of Superior Court of Chicago

(Copy.)

Notice and Certificate.

"State of Illinois,

City of Chicago }

P.

City Collectors Office January 6th 1860.

Notice is hereby given that on Thursday the twenty six
sixth day of January A. D. 1860 at a Special Term of the Superior
Court of Chicago to be begun and holden at the Court House, in
said City of Chicago on the last aforesaid day I shall report to
said Superior Court of Chicago, all the lots, lands and parcels of Land,
on which the taxes and assessments, charged in the Collection Warrants
hereinafter more particularly described have not been collected or paid
for judgment against said Lands, Lots and parcels of Land, for
the amount of taxes assessments interest and costs respectively due thereon
to wit,

The Warrants for the collection of taxes for general and
Special purposes assessed for the Municipal year 1859, said Warrants
being dated the 15th day of September 1859.

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the premises fully understood it appears to the Court that said objections to taking of judgment against said Lots pieces and parcels of Land in said objections mentioned are sufficient and valid, the objections to taking of judgment the abt against said several Lots pieces and parcels of Land in said objections put forth and as heretofore described are therefore hereby sustained and judgment thereon refused at costs of said City, and no owner now appearing to make defense or show cause why judgment should not be entered against the remaining Lots, pieces and parcels of Land in said Warrant to which objections have not been filed, and on Motion of said Attorney

It is therefore considered by the Court that judgment be and is hereby entered against the said several remaining Lots, pieces and parcels of Land described in the aforesaid Warrant (excepting the said lots pieces and parcels of Land heretofore described, to which objections are so filed and sustained & judgment thereon refused) in favor of the City of Chicago for the sum annexed to each Lot piece and parcel of Land being the amount of assessment and also for costs of suit severally thereon, and that said City of Chicago have and recover the further sum of ten per Cent upon the amount of assessments respectively due and unpaid upon the said several remaining Lots pieces and parcels of Land therein set forth as and for her additional costs.

And it is further Ordered by the Court that said several remaining Lots pieces and parcels of Land or so much thereof as shall be deemed sufficient if cash is there to satisfy the amount of assessment and costs annexed to them severally be sold as the Law directs.

And afterwards to wit on the _____ day of February
A. D. Eighteen hundred and sixty came the said Plaintiff and filed
in the office of the Clerk of said Court its certain Bill of Exceptions
in said suit; Which said Bill of Exceptions is in words & figures
following, to wit,

" Superior Court of the City of Chicago

"City of Chicago } Suit for Assessment on Warrant No 289

— vs — } For paving State Street from Madison Street

Jacob Baumer et al } to Twelfth Street.

X

Be it remembered that this cause came on to be heard
before Judges John M. Nelson, Grant Goodrich and Wm H.
Higgins Judges of the Superior Court of the City of Chicago, where
the Defendants filed the following objections to the rendition of judgment
against said Lots of said Defendants

Objections
" Superior Court of Chicago.

City of Chicago

— vs — } Suit for Assessment on Warrant No 289

J. Baumer et al } For paving State Street from Madison Street
to Twelfth Street.

Jacob Baumer owner of Lots 13 & 18 in Block 131 School
Section Addition.

Mrs M. Ball owner of Lot 10 & A Mc Nally owner of Lot
16 in Block 136 School Section Addition.

A. Sinclair owner of Lot 5 in Block 136 School Section
Addition.

A. J. Gage Lots 1 & 2 B 11. Lots 1 & 2 B 14, in frac
Sec 15. Adm: to Chicago and Lots 19 & 24 in B. 131 S. S.

E. Lawrence Lot 15. B 136. S. S.

R. Fergus. Due lots 1 & 2 Lot 6 B 3. From Geo;
Adm to Chicago.

J. B. Shulas Lot 14, B 136 S. S.

J. Mc Naley Lot 16. B 136 S. S.

P. Brady. Due lot 2 Lot 6, B 19. From Geo 15 Adm
to Chicago.

Col. A. J. Hayward. And 1/2 of S 30 feet of Lots 15
& 16 B. 140 S. S.

Object to the entry of Judgment on said Warrant No 289
and state the following grounds of objection

1st That the said improvement was not ordered by the
Common Council.

2nd That the said improvement was not made by the said
City of Chicago, or for or on account of said City, or at its
charge.

3rd That the master of said improvement was not referred to
a Committee to prepare and report plan, with estimate of expense
prior to undertaking said improvement.

4th That said improvement was commenced and partially
performed under a private contract between one De Hoyer, or
De Hoyer & Co., or some other person and part of the property
owners on said State Street. Sometime before the order of the
Common Council for said improvement, was made.

5th That said improvement was commenced and finished under
a private contract between the parties who did said work and
some of the property owners on said Street, before the order of

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The Common Council for said improvement was made
6th That these objectors have paid to said private Contractors
by whom said work was done, part of the amount, for which
judgment is sought against them on said Warrant.

7th That these objectors did part of the work, for which
they are assessed, and for doing which judgment is asked
against them on said Warrant at their own cost and expense
by arrangement with said Contractors who did said work.

8th That said assessment was not made in due form of
Law and is void.

9th That said assessment was not made in conformity
with the requirements of the Charter, and ordinances and is
therefore void.

10th That said Warrant is so uncertain and indefinite
as to valuations and amounts as to be bad and void.

11th That the Assessment Roll on which said Warrant is
based is so uncertain and indefinite as to valuations and
amounts as to be void.

No return by Collector or other officer upon Warrant.

" To the Hon: Judges of the Superior Court of Chicago.
The objections of Anna Voss to Special Assessment levied
by the City of Chicago upon the South 1/2 of West 1/2 of
Sub lot one (1) of lot two (2) Block Nineteen (19) tract
No 15 Add: as per Warrant numbered 289 South.

1. The said assessment is void being not in conformity
with the Law in such case made and provided.

2nd The said premises have been illegally assessed at the value of Five thousand dollars when at the same time the real value of said premises was at the time of said Assessment not exceeding the sum of Two thousand dollars

3rd The said assessment is fraudulently made and is therefore void.

4th The amount assessed on said premises for said improvement is exceeding 3 per Cent of their real and actual value.

Ans Wfs."

Then the said Defendants in order to maintain their said cause produced as a witness and examined Stephen D. Golyer - who being duly sworn testified that he did the work on said State Street for the City of Chicago and under the express direction of the Superintendent of Public works - that he made a private contract to do some of the work on said Street with some parties owning property fronting on said Street, that all the contract he had for doing the work was with private individuals - that he had no contract with the City - but that he never made any contract whatever or arrangement whatever with the Defendants in this case who are now opposing this assessment - The witness was then asked if he had the contract with him, which he made with the parties on the Street and he said he had - He was then asked to produce said contract to which the Plaintiff objected because the contract according to the witnesses own testimony had nothing whatever to do with the Defendants in this case.

The objection was overruled and Exceptions there & there taken by the Plaintiff.

The contract was then produced and was as follows.

"Articles of Agreement made between David L. D. Golyer of the City of Chicago, Illinois, of the first part, and the owners of lots and parts of lots of Land of State Street in the City of Chicago, and State of Illinois, from the South line of Madison Street to the North line of DuSable Street (one Mile) including the wings, of the second part. Witnesseth,

That the parties of the first part for and in consideration of the sum of money hereinafter named hereby agree, and bind themselves and assigns, to curb and grade, to the established grade of the City and pave with good boulder stone, that portion of State Street in the City of Chicago and State of Illinois above described in the manner and in accordance

N^o.

with the following Specifications.

Grading.

The Street shall be filled up or cut down, as may be required, to bring said State Street to within one foot of the established grade of the City.

Curbing.

To be solid Lime Stone (where said Street is not now curbed or walled) three feet deep, and not less than three feet wide long and five inches thick. Bush-hammer dressed on the top, and a good joint made at each end, at least eighteen inches from the top. The front or Street side, to be dressed down five inches from the top, and the back or Sidewalk side, to be dressed down from the top, three inches. So as to admit the flagging of the Sidewalks.

The area walls shall be of good Limestone such as is used for buildings. Cells, walls Twenty inches at the base, fifteen inches at the top and nine feet high with anchors every six feet, with three inch plank fastened securely on the top - the whole to be done in a good and workmanlike manner.

Gravel.

To be of similar quality to that made use of on State Street from Randolph to Washington Streets, to be placed on the surface of the Street one foot deep, previous to putting the boulder stone. The gravel shall be placed on the whole surface from curb to curb or from wall to wall.

Gutters.

Shall be formed and laid twenty inches from the curb stone on each side of said State Street, and on the wings of intersecting Streets all of said wings to be formed and cross walks laid and set in the best manner, with three rows at each gutter, the center row to be laid out

with below the other two rows.

Crossings.

The crossings at the intersection of the several Streets shall be laid with solid Limestone sixteen inches wide, six inches thick, squared at each side and end with two rows at each crossing and laid sixteen inches apart, and paved between with boulder Stone. White oak plank may be substituted for Stone.

Paving.

To be of good sound boulder Stone, to correspond as near as may be to the following dimensions viz: not less than $4\frac{1}{2}$ inches nor more than 10 inches in their longest diameter, to be set with the smallest end down, and as near perpendicular as may be, and as close as they can be made to fit together, having at least three face bearings with the largest edge next the gutter, and diminishing in size to the center of the Street regularly, having the smallest size in the center of the said State Street, the whole surface to be well rammed with a rammer weighing not less than fifty (50) pounds. After such ramming the whole shall be examined, and all broken stones removed and found ones put in their place.

Warranty.

The party of the first part further agree to keep the said State Street in good repair for one year, from the time of its completion, at their own expense. The whole work to be done under the Superintendence of the Superintendent of Public works of the City of Chicago.

The parties of the second part hereby severally agree and covenant to pay each for himself only and separately unto the party of the first part, or their assigns in good and lawful money for and in consideration of the above described work being performed according to the Specifications

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with increased the sum of Nine dollars (9) per front foot on each side of said State Street including filling to grade, the building of curb walls on each side, one foot of gravel curb having unto a boulevard Stone opposite his or her property only, where walls are now built a deduction of two dollars per front foot will be allowed and if Curbed instead of wall one dollar will be deducted from the above Nine dollars, but no owner of a lot or lots, shall be liable for any more than he or she actually owns, or has in his her or their possession, the whole to be completed by first day of October next

Payments shall be made by the parties of the Second Part to the Party of the First Part, one half when the work is half completed and the balance when the work is fully completed according to the terms of this Contract - these terms shall apply to each square when completed.

D. L. De Geyer"

Chicago, Ill; March 20. 1868 "

Parties of the Second Part-

James Campbell	47 $\frac{8}{12}$ feet	Geo. H. Snow	371 feet
B. S. Morris	50 feet	J. McEwen	100 feet
Geo. A. Sugarcos	34 feet	C. R. Starkweather	163 feet
Ricardo Muegel	50 feet	Heratio C. Ford	160 feet
Conrad Lepart	40 feet	R. J. Rowley	40 feet
C. F. Leander	120 feet	M. B. Smith	50 feet
Arthur B. Busch	64 feet	Mark Shubert	36 feet
P. H. Hays	40 feet	Arthur Howard	40 feet
Geo. Pollock	75 feet	Francis H. Dyer is put in first	29 $\frac{1}{2}$ feet
R. A. B. Miles	25 feet	L. J. Briggs	37 feet
Thomas Allen	20 feet	Thomas Milner	20 feet
Hugh J. Spar	80 feet	Charlotte Hinger	50 feet
		bounded same first put in	

Geoffrey. E. Morris	80 feet	A. Friebo.	22 feet
M. S. Sattler	40 feet	C. H. Wheeler	110 feet
William Cook	50 feet	M. M. Wheeler	110 feet
J. H. Tiffany	29 feet	M. M. Green	20 feet
Clarence Stone	110 feet	M. Green	110 feet
Doc Ellis	40 feet	J. H. Wendt	25 feet
John M. Van Adell	82 ^{6 inches}	provided the sewer is put in first	
Geo. W. Priest	40 feet	Isaac Harris	50 feet
Arch. Riddle	80 feet	J. Faw Parsons	24 feet
John Hubert	40 feet	James B. Walter	150 feet
D. M. Buchanan	20 feet	W. Walter by	
E. Russell	40 feet	J. B. Walter	
Hugh M. Clelland	30 feet	E. L. Conley	24 feet
Philip Carlow	20 feet	St. St. Dancy by	96 ft
J. H. Stule	24 feet	St. St. Brown	97 feet
W. V. S. Brooks	36 feet	James Beck	63 feet
C. Bunch	24 feet	the wall to be laid	
George W. Blair	25 feet	in Water line	
for his Mother			
John S. Buchanan	100 feet		

12th July 1858.

(Curers on paid Contract are the following)

"I accept the Specifications and Conditions of the within Contract for paving State Street as satisfactory to the City provided it is understood as part of this Contract that the intersecting Streets and Alleys are to be filled so as to make an easy approach on to the paving, and consider the price low, also provided the sewerage for

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taking off the surface water is properly provided for.

M. S. Boutin

Super of Public Works."

" April 20, 1888.

The within Contract is general and not joint each promises to pay for the work which shall be done opposite to his or her own premises only. It is so intended.

B. S. Morris."

On Cross Examination, the witness stated.

That he did the work for the City at the expense and request of the City Superintendent & that the whole work was done under the direction of the City Superintendent of ^{but that he did said work, under no other Contract with a direction of the} ^{City of Chicago, than the Contract herein set forth} Public Works, and that the work whatever was done on said Street until after the work had been ordered by the City Council to be done - that he had not yet been paid for said Work either by the City or any one else - but that the City Officers had told him that he should receive his pay when this Assessment which was levied to pay the expenses of said improvement should be collected.

The said Defendants then introduced the Assessment Warrant for said Assessment, which was objected to by the Plaintiffs first,

the objection was overruled and the Plaintiff

then and there accepted.

The Assessment Warrant is in the following words and figures to wit,

Special Warrant No 239 South.

"State of Illinois,
City of Chicago." } ss.

The People of the State of Illinois to the
Collector of the City of Chicago, Greeting.

Whereas the common council of the City of Chicago did on the 24th day of December 1858 confirm the Assessment duly made and filed in the Clerk's Office by the Commissioners appointed by the said common council to assess the sum of Seventy seven thousand four hundred and ninety nine dollars upon the Real Estate in the South Division of said City deemed benefited by Paving State Street from Madison Street to Twelfth Street, in proportion to the benefits resulting therefrom, in pursuance of an order for said Assessment made by the said common council on the Eighth day of November 1858 after duly reviewing the same, and did thereby assess the said sum of money upon the Real Estate described in the roll of said Assessment in the respective proportions thereof marked "Assessment" set opposite to each Lot, part of Lot and Real Estate described in said Roll: That roll is in the words and figures following, to wit:

Assessment Roll

A description of the Real Estate in the South Division of the City of Chicago deemed benefited by the Paving State Street from Madison Street to Twelfth Street with the value thereof, and the sum of money severally assessed thereon, for benefits by the common council, to wit:

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School Section Addition to Chicago

Name of Owner	Description	Lot	Block	Valuation	Assessment	
H. F. Dickey		1	131	14000	111 00	paid
"		6		14000	111 00	paid
"		7		14000	111 00	paid
"		12		14000	111 00	paid
L. Brummer		13		14000	110 00	
"		18		14000	110 00	
A. F. Gage		19		19000	848 00	
"		24		19000	848 00	
Mr. Lowry	N 1/2	1	132	7000	200 00	paid
"	S 1/2	"		7000	200 00	paid
Prussia Law		6		14000	1100 00	
William McMillen		7		14000	1100 00	paid
Joe Buckley		12		14000	1100 00	paid
San H. Williamson		13		14000	320 00	paid
Hugh J. Dickey		18		14000	112 00	paid
"		19		14000	112 00	paid
"		24		14000	112 00	paid
J. S. Buchanan		1	133	14000	1100 00	paid
"		6		14000	1100 00	paid
Wm. Jones		7		14000	1100 00	paid
Ed. Griffin	N 30 ft	12		8000	240 00	paid
H. J. McLaughlin	S 20 "	"				
	N 5 "	13		7000	200 00	paid
R. Magulius	25 ft S 40 ft; N 5 ft	"				
	S 20 ft	"		14000	1100 00	paid
	N 5 "	15				

Name of Owner	Description	S Lot	S Lot	Block	Valuation	Assessment
Rupulos, Ely & Co	25 ft S 4 way N 5 ft		18		4000	200 00 paid
Henry Storer	S 20 ft		"		6000	160 00 paid
Brown Ames			19		11000	400 00
"	S 20 ft of S 40 ft		311		6000	160 00
"	E 20 ft " "		"		8000	240 00
E. W. Stone			1	1311	4000	200 00 paid
"			2		4000	200 00 paid
L. G. Barney			3		6000	160 00 paid
"			4		6000	160 00 paid
P. Reid			5		6000	160 00
"			6		3000	80 00
F. C. Neal			"		3000	80 00
"			7		6000	160 00
"			8		3000	80 00
A. McMillan			"		11000	320 00 paid
"			9		3000	80 00 paid
A. Parsons			"		10000	300 00 paid
W. Moore			10		11200	400 00 paid
W. Mergenthaler			11		4000	200 00 paid
L. H. Lomis			12		4000	200 00 paid
L. Fuller			13		4000	200 00 paid
L. G. Barney			14		4000	200 00 paid
C. Beers			1	1317	11000	400 00 paid
"			6		14000	400 00 paid
"	N 1/2		7		4000	200 00 paid
"	S 1/2		"		4000	200 00 paid

X

Page

Name of Owner	Description	Lot	Lot No.	Volume	Amount	Unit
L. Beers			12	133	14000	1100 00 flans
"			13		14000	1100 00 flans
"			18		11000	1100 00 flans
"			19		11000	1100 00 flans
"			24		14000	1100 00 flans
L. G. Sinclair			1	136	4000	200 00 flans
"			2		4000	200 00 flans
Arthur Berg			3		4000	200 00 flans
"			4		4000	200 00 flans
J. Sinclair			5		4000	200 00
Jas. McHallen			6		4000	200 00 flans
"			7		4000	200 00 flans
For Buckley			8		4000	200 00 flans
G. W. Hughes			9		4000	192 00 flans
Wm. Ball			10		4000	192 00
John Bergman			11		4000	200 00 flans
"			12		4000	200 00 flans
H. Christensen			13		4000	200 00 flans
J. W. Shulas			14		4000	200 00 flans
E. Lawrence			15		4000	200 00
John McHally			16		4000	200 00
J. B. H. Haller			1	137	11000	1100 00 flans
"			6		14000	1100 00 flans
"			7		14000	1100 00 flans
B. G. B. Chiles	A 1/2		12		4000	200 00 flans
City of Chicago	S 1/2		"		4000	200 00 flans

Name of Owner	Description	S	Set	Block	Variation	Cost	Amount
Branco & Dudley			13	13 ¹ / ₄	13 000	382 00	paid
A. Blatz			15		4 000	200 00	paid
A. G. Gmardly			"		4 000	200 00	
Charles H. Smith			19		11 000	400 00	paid
H. Smith			21		14 000	400 00	paid
L. D. Brown			3	138	14 000	400 00	paid
			4				
B. F. Briggs			"		16 000	1180 00	paid
			9				
A. B. Busch			"		11 000	320 00	paid
C. R. Starkweather			10		11 000	200 00	paid
Thos. Allen			15		6 000	160 00	paid
C. R. Starkweather			"		9 000	302 00	paid
A. B. Busch			16		4 000	192 00	paid
Chas. Follansbee			"		4 000	200 00	paid
Branco & Dudley			21		14 000	400 00	paid
W. B. Smith			22		14 000	400 00	paid
Geo. W. Snow			3	139	15 000	430 00	paid
"			4		15 000	430 00	paid
"			9		15 000	430 00	paid
"	2 1/2		16		43 000	223 00	paid
Wm. Blair	8 1/2		"		43 000	223 00	paid
Geo. W. Snow	21 2 1/8		15		4 000	189 00	paid
"	3 1/2		"		9 000	243 00	paid
"			16		15 000	430 00	paid
"	21 10 1/8		21		30 000	40 00	paid

Name of General	Description	S Lot	Lot	Block	Valuation	Assessment	
G. H. Snow	20 ft S 4 adj. N 10 ft		21		6000	180 00	paid
"	S 20 ft		"		6000	180 00	paid
"	N 20 "		22		6000	180 00	paid
"	S 30 "		"		9000	270 00	paid
C. R. Starkweather	N 1/2		1	110	23000	444 75	paid
J. M. Van Orsdel	S 1/2		"		23000	444 75	paid
William Wheeler	N 1/2 1/2		16		13000	375 00	paid
Var. Park	63 ft S 4 adj. N 42 ft		"		19000	567 00	paid
J. W. Ford	30 " " 105 "		"		9000	270 00	paid
V. Y. S. Farway	S 30 ft		"		9000	270 00	
Geo. Rhine	S 25 "		4	141	7500	225 00	paid
W. V. S. Brooks	25 ft N 4 adj. S 25 ft		"		7500	225 00	paid
B. G. Spencer	29 " " 50 "		"		9000	270 00	paid
J. H. Jeffery	30 " " 49 "		"		9000	270 00	paid
John Hill	30 " " 109 "		"		9000	270 00	paid
"	N 50 ft		"		13000	450 00	paid
Agnes & Frederick H.			5		60000	1729 50	paid
C. C. Norton			1				
			3	142	15000	432 00	paid
J. F. Purinton			3		7500	216 00	paid
			4				
C. H. Hammond	N 1/2		5		12000	360 00	paid
A. Martin	S 1/2		"		14000	408 00	
C. L. Conley			7		7500	216 00	paid
A. Martin			8		7500	216 00	

Name of Owner	Description	Lot	Lot	Block	Valuation	Assessment	
A. Martin			31	112	7500	216 00	
"			32		7500	216 00	
E. Hunt			33		7500	216 00	
Geo. T. Albery			34		7500	216 00	paid
J. J. Melick			35		7500	216 00	
C. Burch			36		7500	216 00	
Mrs. C. W. Hume			37		7500	216 00	paid
A. A. Shields			38		7500	216 00	paid
A. Martin			6		7500	216 00	paid
Fractional Section 18 Addition to Chicago							
B. S. Morris			1	334 2.	6000	180 00	paid
"			2	334 6	6000	180 00	paid
"			3		6000	180 00	paid
"			4		6000	180 00	paid
"			5		6000	180 00	paid
"			6		6000	180 00	paid
A. J. Sawyer			7		6000	180 00	paid
"			8		6000	180 00	paid
James Brown			9		6000	180 00	paid
Mrs. Sarah Frank	S 2/4		6		18000	540 00	paid
L. Ripstein	N 1/2	1	4410		6000	180 00	paid
"	S 1/2	"			6000	180 00	paid
A. W. Lathrop	N 1/4	2			9000	270 00	paid
Estate of J. Danahoe	S 1/4	"					
	N 3/4	3			12000	360 00	paid
P. H. Barker	N 1/2	4			6000	180 00	paid
	S 1/4	5					

Name of Owner	Description	S ft	L ft	B ft	Valuation	Residence
L. H. Barker	1/4	—	—	—	—	—
Geo. Mrs. Walker	S 26 ft	24			8000	2310 00 flava
Geo. Toleman		1	2	3	12000	360 00 flava
"		2			12000	360 00 flava
"		1	3		12000	360 00 flava
John R. Gato	N 1/2	2			9000	180 00
Philip Carbin	S 1/2	"			6000	180 00
Robt. Kergue		1	6	3	12000	360 00
"	N 26 feet	2			8000	2310 00
Geo. Mrs. Spring	S 1/4	"	4		5000	126 00 flava
"	N 1/2		1		12000	360 00 flava
Mrs. Samble	S 1/2		"		12000	360 00 flava
Geo. Mrs. Davis			10		24000	400 00
Geo. Mrs. Gato			2	6	24000	400 00 flava
"	N 1/2	1	3		6000	180 00 flava
Mrs. Hoyt	S 1/2	"			6000	180 00 flava
Mrs. Wilson	N 1/2	2			6000	180 00 flava
Mrs. Lock	S 1/2	"			6000	180 00 flava
"	N 3/4	1	6		9000	270 00 flava
Geo. Harris	S 3/4	"			3000	90 00 flava
"		2			12000	360 00 flava
Ch. Ridel			4		24000	420 00 flava
Ch. Brown			10		6000	180 00 flava
Martha Kimball			"		18000	522 00 flava
Ch. H. Preskill			2	4	12000	360 00 flava
Geo. Maurice			"		12000	360 00 flava

Name of Owner	Description	S ^r L ^t	L ^t	Box	Valuation	Amount	
Joshua H. Carter		1	3		12000	360 00	paid
M. Gleason		2			12000	360 00	paid
Thos. Farnum		1	6		12000	360 00	paid
Wm. Sawyer		2			12000	360 00	paid
W. Ellis		1	7		12000	360 00	paid
"		2			12000	360 00	paid
Levi Campbell		1	10		12000	360 00	paid
"		2			12000	360 00	paid
H. C. Stone	Ex 640 lbs of 1110 lbs		243	10	43000	1280 00	paid
Eso of Barbours Cure		1	6		11000	320 00	paid
M. L. Satterlee		2			11000	320 00	paid
John Sprunt		1	7		11000	320 00	paid
E. G. Schmidt		2			6000	160 00	
Wm. Wheeler		"			6000	160 00	paid
"		1	10	10	16000	320 00	paid
"		2			16000	320 00	paid
Mrs Wm Knight	At 1/4	1	2	11	12000	320 00	paid
J. S. Sprunt		2			11000	320 00	paid
Nicholas Kohl	At 1/2	1	3		6000	160 00	paid
W. Parsons	At 1/2	"			6000	160 00	
R. L. Rowley		2			11000	320 00	paid
M. M. Spence	At 1/2	1	6		6000	160 00	paid
Es. Wm Walker	At 1/2	"			6000	160 00	paid
G. J. Prussing	At 1/2	2			6000	160 00	paid
D. N. Burkhart	At 1/2	"			6000	160 00	paid
Wm. J. Huber		1	7		11000	320 00	paid

Name of Owner	Description	S. 1st	S. 2d	Block	Valuation	Assessment	Remarks
Co. Stone		2			11000	320 00	paid
Conrad Export		1	10		11000	320 00	paid
Wm. Best		2			12000	336 00	paid
Major T. High		1	2	14	11000	328 00	paid
"		3			11000	320 00	paid
Lt. Pottgerer		1	3		11000	320 00	paid
Lt. & Quincy		2			11000	320 00	paid
Lt. Mrs. Hacker		1	6		11000	320 00	paid
Mrs. Hamilton		2			11000	320 00	paid
Mr. Cliffor	N 1/2	1	4		6000	160 00	paid
Mr. H. Nichols	S 1/2	"			6000	160 00	paid
Mr. Corrigan		2			11000	320 00	paid
Mr. Fenn	N 1/2	1	10		6000	160 00	paid
D. F. Helmer	S 1/2	"			6000	160 00	paid
Mr. Corrigan		2			11000	328 00	paid
Peter Bird		1	2	15	11000	320 00	paid
John Leincker		2			11000	320 00	paid
Geo. Ring		1	3		11000	320 00	paid
W. Sperling		2			11000	320 00	paid
Mrs. Schuman		1	6		11000	320 00	paid
Mr. & Koch		2			11000	320 00	paid
Mr. Thompson		1	7	15	11000	320 00	paid
Mrs. Hamilton		2			11000	320 00	paid
John Hunkles	N 1/2	1	10		6000	160 00	paid
John Krauer	S 1/2	"			6000	160 00	paid
A. Hosmer		2			11000	320 00	paid

Name of Owner	Description	Lot	Sub	Block	Valuation	Assessment	
P. H. Kelley	2 1/2	1	2	18	11000	320 00	paid
Lawrence Hayes		2			11000	320 00	paid
M. G. G.		1	3		11000	320 00	paid
P. H. G.		2			11000	320 00	paid
	2 1/2	1	6		6000	160 00	paid
G. Harmon	2 1/2				6000	160 00	paid
John Peripman	2 1/2	2			6000	160 00	paid
D. Seigwala	2 1/2				6000	160 00	paid
Mrs. Kingley	2 1/2	1	4		6000	160 00	
Subdivision of 2 1/2 per lot 1 & all Sub lot 2 of lot 4 into Sub lot 1 & 2 of Lot 10 of Block 18.							
G. H. G.		1	14	10	6000	146 00	paid
Mrs. L. G. G.		2			6000	160 00	paid
"		3			6000	160 00	paid
Elipha Smith		11			6000	160 00	
Thomson & Quarus		14			16000	1180 00	paid
Geo. Amstein	2 1/2 of 2 1/2	1	2	19	6000	160 00	paid
Arno Voss	2 1/2 "	"			6000	160 00	
Lupula & Kohlman	2 1/2	2			11000	320 00	paid
G. G. Henry		1	3		11000	320 00	paid
"		2			11000	320 00	paid
L. Hattick		1	6		11000	320 00	paid
P. G. G.		2			11000	320 00	paid
L. Hayes		1	4		11000	320 00	paid
Yue Sang		2			11000	320 00	
L. S. Fisher	2 1/2	1	10		6000	160 00	paid

Name of Owner	Description	Set	Set	Block	Value	Balance	
John Holmquist	It 1/2 of 1/2	1	10		6000	160 00	paid
John Hansen	It 1/2	2	10	19	11000	320 00	paid
Dr. H. H. H. H.	It 1/2 of 1/2	1	2	22	6000	160 00	paid
John Doe	It 1/2 of 1/2	1			6000	160 00	paid
John Doe		2			11000	320 00	
Dr. H. H. H. H.	It 1/2	1	3		6000	160 00	paid
"	It 1/2	"			6000	160 00	paid
"		2			11000	320 00	paid
John Doe		1	6		11000	320 00	paid
John Doe		2			11000	320 00	paid
John Doe		1	7		11000	320 00	paid
"		2			11000	320 00	paid
John Doe		1	10		11000	320 00	paid
"		2			11000	320 00	paid
John Doe		1	11		11000	320 00	
"		2			11000	320 00	
"		1	14		11000	320 00	
"		2			13000	420 00	
					\$44499.00		

Now therefore you are hereby commanded to levy, make and collect of the goods and chattels of the respective owners of the real Estate above described the several sums of money assessed thereon for which each may be liable as aforesaid and hereof make due return in what manner you shall execute this writ within thirty days from the date hereof.

Witness John L. Haines Mayor of the City of Chicago
and the Corporate Seal thereof this 24th day of
December 1858.

John L. Haines Mayor
Attest J. P. Kreiman, City Clerk.

Collectors Return,

State of Illinois }
City of Chicago } ss.

City Collectors Office
185

The undersigned Collector of the City of Chicago makes return to the Common Council of the within and foregoing Warrant, that he has collected the Assessments in all the real Estate described in said Warrant opposite to wit in the appropriate Column the word "Paid" is written, that a demand of payment has been made of the several other assessments not marked "Paid" in every case of the persons mentioned in said warrant as liable to the payment thereof, and that he has not been able to find any personal property belonging to any of them subject to the payment thereof.

He therefore returns the said Warrant unsatisfied as to all Assessments not marked "Paid" in the face of the said Warrant
Collector.

This was all the testimony which the Defendants introduced and has rested their cause.

The Plaintiffs in order to prove their cause offered to show by the Commissioner who fixed the assessed assessment in this cause and by the City Clerk, that the column of figures marked Valuation on the Assessment Warrant meant so many dollars of cents and nothing else.

The Court refused to hear any more testimony whatever in explanation of the figures in price column of the price assessment Warrant, and the Plaintiff then and there accepted.

The Court then refused to enter a Judgment against the Lots of the said Defendants and in favor of the Plaintiff, but entered up a Judgment in favor of the said Defendants.

And because none of the said Exceptions and the matters aforesaid appear by the records of the said cause the Counsel in behalf of the Plaintiff prayed that the said Judges would set their hands and seals to this Bill of Exceptions containing the several matters so offered or proposed and given in evidence as aforesaid according to the form of the Statute in that case made and provided and thereupon the said Judges hath accordingly set their hands and seals thereto this

day of

John M. Wilson (Seal)
Grant Goodrich (Seal)

W.D. 1860

State of Illinois }
Cook County . . } ss.

I Walter Kimball Clerk of the Supreme Court of Chicago do hereby certify the above and foregoing to be a full true and perfect Transcript of the Collectors Report and Petition for Judgment, Notice and Certificate - Warrant and Bill of Executions now on file in my office, together with the order and judgment entered of Record in said Court in a certain suit therein, wherein the City of Chicago was Plaintiff and Jacob Dresner and others were Defendants.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Chicago in said County the seventeenth day of April A. D. eighteen hundred and sixty.

Walter Kimball Clerk



City of Chicago

vs

J. Boenner

Wm M. Ball

A. J. Gage

E. Lawrence

R. Fergus

Supreme Court Third Grand
Division April Term 1869.

Error from Cook

Superior Court of Chicago.

And now comes the said
plaintiff in error by E. Anthony ^{the attorney}
and says that in the record proceedings
aforesaid and in rendition of the
judgment aforesaid. Manifest
error hath intervened in the
work -

1st The court erred in compelling
the witness De Golyer to produce
the contract made between
himself and various parties other
than the defendants -

2nd The court erred in permitting
the defendants to offer in
evidence & to read the contract
made between De Golyer and
other persons different from those of
the defendants -

3 The court erred in permitting
the defendants to give in evidence
the assessment warrant.

11th The court erred in refusing
to permit the plaintiff
to show by the ^{officers & the} Commissioners
~~who levied the assessment~~
what the meaning of the column
of figures in the assessment
warrant meant.

12 The court erred in refusing to
permit the plaintiff to show
by the Commissioners and by parol
testimony the meaning of the columns
of figures in the assessment warrant
marked valuations.

13 The court erred in refusing ^{to permit} the plaintiff
to show by parol testimony that the
column of figures in the assessment
warrant meant dollars & cents &
nothing else.

14 The court erred in rendering
a judgment for the defendant,
whereas the judgment should
have been for the plaintiff.

for these reasons & for other errors
in the record & proceedings aforesaid
the said plaintiff prays that said
judgment be reversed. Annulled and
held for nought & that the said
plaintiff be restored to all its rights
which it has lost by reason said
judgment.

E. C. Anthony
Atty for Plaintiff in
Error.

And Defts in error come and say there is no
error in the said proceedings & Record & pray
that said Judgment be in all respects affirmed.

By their Atty

Samuel M. Hagg & Fuller

Whole 47
Court County 311

Superior Court of Chicago

The City of Chicago

vs
J. Brunner & Co

Record.

Filed April 12 1866
L. Delaney
Clerk

\$11.50. Fees & Grant