

No. 12833

Supreme Court of Illinois

Pease, et al.

vs.

, City of Chicago.

71641  7

241-123

R. H. Pease et al
vs
City of Chicago

241-123

1859

12833

~~Robert Pease
vs
The City of Chicago~~

Supreme Court of Illinois
Third Division of the April
Richard H. Base } Term 1839
vs
The City of Chicago }

Afterwards brought on the
day of April in the same term before
the Justices of said Court at the
Court House in the City of Ottawa
comes the said Richard H. Base
by Goodrich & Kenzie his attor-
neys and says that in the Record
and proceedings aforesaid there is
manifest Error in the following
any or other particulars. To-wit:
1st In sustaining the demurrer
to the 1st 2^d 3^d 4th 6th 7th 8th & 9th
objections aforesaid.
2^d In excluding proper evidence
offered by the plaintiff in error.
3^d In admitting improper evi-
dence offered by the defendant
in error.
4th In deciding said 5th objection
to be insufficient after a de-
murrer to the same had been

Overruled. An issue of fact joined thereon, and sustained by proof on the part of the plaintiff in error.
5th On rendering judgment against the Lots aforesaid, whereas by Law ought to have been rendered in favor of said Lots for the following among other causes, to-wit:

- (1) Because Assessment Roll shows no valuation in money, and no assessment in money against said Lots.
- (2) Because in Assessment Roll the name of the owner of said lots is omitted without showing that such owner was unknown.
- (3) Because the order of the Common Council for said improvement was without authority of law.
- (4) Because said Assessment was without authority of law.
- (5) Because the orders of the Common Council and the estimated Expense were for Macadamizing Lake Street from Halstead Street to the City limits, whereas the Assessment is for

Macadamizing Lake Street from
6th Morgan Street to the City limits.
On rendering judgment a-
gainst the lots aforesaid for 10 per
cent additional on said ass-
essment besides costs of suit.

And the said Richard H. Pease
prays that the judgment aforesaid
for the errors aforesaid
and other errors in the record and
proceedings aforesaid may be
reversed. Annulled and for
nothing held, and that he may
be restored to all things which he
has lost by reason of said judg-
ment.

Goodrich & Keagie
Atty for Plff in error

In Dullo est erratum

E. Anthony for Deft in Error

241
Supreme Court
of Illinois

Richd H. Pease
vs
City of Chicago

Assignment
of Errors.

Filed April 20, 1839
L. Leland
Clerk

Yoursick Hearie
for Plaintiff

United States of America
State of Illinois }
County of Cook } ss:

Placed before the Honorable John M. Wilson Judge
of the Cook County Court of Common Pleas within and for
the County and State aforesaid at a special term of said
Cook County Court of Common Pleas begun and holden at
the Court House in the City of Chicago on the twenty seventh
day of January in the year of our Lord One thousand
eight hundred and fifty nine, due Notice of the time and
place of holding said term of Court having been printed
and published in the Chicago Daily Democrat the
Corporation Newspaper of said City of Chicago, said Notice
having been printed and published twenty days previous to
the first day of holding said Court in accordance with
the Statute in such case made and provided, and in
pursuance of an Order made by the Judge of said Court
on the fourth day of January Eighteen hundred and
fifty nine.

Present the Honorable John M. Wilson, Judge
John Gray Sheriff

Affert

Walter Kimball Clerk

Be it remembered that heretofore to wit on the
day of January A. D. Eighteen hundred and fifty nine
Came Joseph M. Herricks City Collector and filed in the
Office of the Cook County Court of Common Pleas his Report
Warrant, Assessment Roll, Return and Notice of Sale:
Which said Report, Warrant, Assessment Roll, Return and
Notice, is in the words and figures following, to wit.

Of the January Special Term of the Cook
County Court of Common Pleas in the year of
our Lord one thousand eight hundred and
fifty nine.

To the Honorable John M. Wilson Judge of the Cook
County Court of Common Pleas.

The Report of Joseph M. Herricks City Collector
of the City of Chicago respectfully represents, that the special
Warrants mentioned in the Schedule herewith 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.
1858. That forthwith after the delivery of the 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 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 person liable for the payment of said taxes and assessments, which said Notice were severally 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 of land for the amount of taxes, assessments interest and costs respectively due thereon, before the first day of January Special Term of this Court A.D. 1859 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 publisher 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 case made and provided.

Jos. N. Henricks

City Collector.

"State of Illinois" }
Cook County . } k

I Joseph N. Henricks 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 & correct
list of the delinquent lots, lands and parcels of land upon
which I have been unable to collect the taxes & assessments
as required by law for the year 1858 as herein set forth,
that said taxes and assessments now remain due & unpaid
and uncollected as above stated.

Subscribed and sworn to before me
this 2^d day of January 1859 } Jos: N. Henricks.
Walter Kimball, Clerk of
Cook Co; Court, Com: Pleas "

(Warrant, Assessment, Role and Return.)

Special Warrant No 367 H.

"State of Illinois" }
City of Chicago } k.

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 Fourth day of October 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

Thirty one thousand dollars upon the Real Estate of the West Division of the said City deemed benefitted by Macadamizing West Lake Street from Halsted Street to the City limits in proportion to the benefits resulting thereto in pursuance of an Order for said assessment made by the said Common Council on the 19th day of July 1855 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 which roll is in the words and figures following, to wit:

Assessment Roll

(1. A description of the Real Estate in the West Division of the City of Chicago deemed benefitted by Macadamizing Lake Street from Morgan Street to the City limits, West, with the Valuation thereof and the sums of money severally assessed thereon for benefits by the Commissioners, to wit:)

Carpenters Addition to Chicago

Name of owner	Description	Lot	Sec	Block	Valuation	Assessment
J. M. Williams			12	19	7500	161.50 Paid
Is. Redle	N 42		13	"	5500	80.60 Paid
J. M. Williams	E 1/2		"	"	11500	80.60 Paid
Ans. Davis	N 42		14	"	7500	80.60 Paid
Moses Williams	E 42		"	"	5500	80.60 Paid

Carpenters Addition to Chicago?

Name of Owner	Description	S Set	S Set	Block	Value	Debit	Credit	Paid
John Davis			15	19	11500	161	21	Paid
J. Shelby Dr.			16	"	8500	161	21	Paid
H. N. Stebbins			12	20	6300	161	21	Paid
B. W. Raymond			13	"	5750	161	21	Paid
W. S. Cox			14	"	5750	161	21	
John Thomas			15	"	5750	161	21	Paid
W. S. Cox			16	"	6000	161	21	Paid
John Thomas			17	21	6250	161	21	Paid
"	E 1/2		13	"	2750	80	61	Paid
John Hughes	W 1/2		"	"	3250	80	60	Paid
N. Webber			14	"	5500	161	21	
"	E 1/2		15	"	3250	80	61	Paid
"	W 1/2		"	"	2750	80	60	
Chas Barlow			16	"	8500	161	21	
H. J. Hall			19	22	2750	80	61	Paid
"			20	"	2750	80	60	Paid
"			21	"	2750	80	61	Paid
"			22	"	2750	80	60	Paid
"			23	"	2750	80	61	Paid
"			24	"	2750	80	60	Paid
"			25	"	2750	80	61	Paid
"			26	"	2750	80	21	Paid
"			27	"	2750	80	60	
"			28	"	5000	80	61	

Carpenters Addition to Chicago

Name of Owner	Description	Lot	Set	Block	Value	Assessment	
Cogan, Fleetwood		13	33	3500	75 11	Paid	
"		13	"	4750	75 11	Paid	
"		114	"	4750	75 41	Paid	
"		13	"	4750	75 11	Paid	
"		16	"	3250	75 11	Paid	
H. L. Cwraig		21	24	2750	38 01		
"		22	"	2250	38 01		
"		23	"	2250	38 01		
"		24	"	2000	38 01		
"		25	"	2000	38 01		
Wattely, Burnside		26	"	2000	38 01	Paid	
"		27	"	2000	38 01	Paid	
"		28	"	2000	38 01	Paid	
"		29	"	2000	38 01	Paid	
"		30	"	2200	38 01	Paid	
A. G. Hobbes		12	35	3600	75 11	Paid	
Eugene Davis		13	"	3600	75 11		
L. Holbrook		14	"	3900	75 41		
J. W. Parker		15	"	3900	75 41	Paid	
"		16	"	3900	75 41	Paid	
S. J. Gale		12	36	2700	75 41		
"		13	"	2700	75 41		
"		14	"	2700	75 41		
"		15	"	2700	75 41		

Carpenters Addition to Chicago.

Name of Owner	Description	Sd	Ld	Bldg	Value	Assessment	
S. H. Hale			16	26	2700	75	41
C. B. Harwell			6	27	2700	75	41 Paid
Geo. H. Seaverns			7	"	2000	56	23 Paid
B. L. Welch			1	28	2700	75	41
"			2	"	2000	56	23
P. Carpenter			1	29	1500	36	95 Paid
"			2	"	1350	37	71 Paid
"			3	"	1350	37	71 Paid
"			4	"	1350	37	71 Paid
"			5	"	1350	37	71 Paid
"			6	"	1350	37	71 Paid
"			7	"	1350	37	71 Paid
"			8	"	1350	37	71 Paid
"			9	"	1350	37	71 Paid
"			10	"	1500	37	71 Paid
S. S. Hayes			1	30	3300	76	92 Paid
"			2	"	2700	75	41 Paid
"	E 1/2		3	"	1350	37	71
James Shelby Jr	N 1/2		"	"	1350	37	71 Paid
"			4	"	2700	75	41 Paid
"			5	"	2800	76	92 Paid
J. B. Bridges			1	31	2700	75	41
"			2	"	2700	75	41
L. M. Loring	N 1/2		3	"	1700	37	71

Carpenters Addition to Chicago.

Names of Owner	Description	Sold	Feet	Block	Value	Assessment	
John W. Anderson	E 1/2		3	31	1700	37	71 Paid
E. B. Hannell			11	"	2700	75	111 Paid
L. Holcomb	E 1/2		5	"	3400	37	71
J. H. Hayes	W 1/2		"	"	2700	37	71
			1	32	3650		
			2	"	3000	75	72 Paid
	E 1/2		3	"	1500	75	41 Paid
Isaac Shelby Jr	W 1/2		"	"	1500	37	71 Paid
"			11	"	3000	37	71 Paid
"			5	"	3300	75	41 Paid
James Ward	E 1/2		1	33	3000	75	72 Paid
Mrs. Lawrence	W 1/2		"	"	3000	80	61 Paid
Mrs. H. Clapp			2	"	6000	80	61 Paid
F. Chapman			3	"	6000	161	21
F. Richard			11	"	6000	161	21 Paid
E. S. Howard	E 1/2		5	"	3000	161	21 Paid
"	W 1/2		"	"	3000	80	61
Dr. Morgan			1	34	6000	80	61
John M. Williams			2	"	6000	161	21 Paid
H. Trecoet	W 1/2		3	"	3000	80	61
E. P. Lewis	E 1/2		3	"	3000	80	61 Paid
John Jonet			4	"	6000	161	21 Paid
"			5	"	6000	161	21 Paid
F. Hunt			1	35	6000	161	21 Paid

Carpenters Addition to Chicago

Name of Owner	Description	Set	Set	Reced	Value	Disbursement		
E. A. Norton			2	35	6000	161	21	Paid
J. King			3	"	6000	161	21	
"			4	"	6000	161	21	Paid
"			5	"	6000	161	21	Paid
E. Williams			1	34	6000	161	21	
Chs Smith	E 1/2		2	"	3000	80	61	
Wm. Deering	W 1/2		"	"	3000	80	60	Paid
S. F. Gale			3	"	6000	161	21	
Conrad Ahlberg			4	"	6000	161	21	Paid
S. F. Gale			5	"	6000	161	21	
Magie Hughes Addition to Chicago			1	1	2000	37	71	Paid
			2	"	2300	37	71	Paid
			3	"	2000	37	71	Paid
			4	"	2000	37	71	Paid
			5	"	2000	37	71	Paid
			6	"	2000	37	71	
			7	"	2000	37	71	
			8	"	2000	37	71	
			9	"	2000	37	71	
			10	"	2000	37	71	
			11	"	2000	37	71	Paid
			12	"	2000	37	71	Paid
			13	"	2000	37	71	Paid
			14	"	2000	37	71	Paid
			15	"	2000	37	71	Paid

Magie & Highs Addition to Chicago.

Name of Owner	Description	Lot	Lot	Block	Value	Assessment	
			16	1	2250	47 66	Paid
			17	2	2400	47 66	Paid
			18	1	2000	37 71	Paid
			19	1	2000	37 71	Paid
			20	"	2000	37 71	Paid
			21	"	2000	37 71	Paid
			22	"	2000	37 71	Paid
			23	"	2000	37 71	Paid
			24	1	2000	37 71	Paid
			25	"	2000	37 71	Paid
			26	"	2000	37 71	Paid
			27	1	2000	37 71	Paid
			28	1	2000	37 71	Paid
			29	"	2000	37 71	Paid
			30	"	2000	37 71	
			31	1	2000	37 71	
			32	"	2000	37 71	

Sawyers Addition to Chicago

William Sawyer	1	112	1	1500	37 14	Paid
"	2	"	"	1250	33 15	Paid
C. H. Duck	3	"	"	1250	33 15	Paid
L. Schaffer	11	"	"	1250	33 15	Paid
Dion Bouricault	5	"	"	1250	33 15	Paid
W. A. & A. B. White	3	"	"	3000	85 13	Paid
"	14	"	"	3000	85 13	Paid
J. Sawyer	5	"	"	3000	85 13	Paid

Sawyers Addition to Chicago

Name of Owner	Description	Lot	Set	Blk	Valuation	Assessment	
J. Sawyer		6	1		3000	85	13 Paid
		7	"		3000	85	13 Paid
W.A. & A.B. White		8	"		3300	85	13 Paid
Andrew, S. Wible		9	2		3300	85	13
		10	"		3000	85	13
W.A. & A.B. White		11	"		3000	85	13 Paid
J.E. Cooley		12	"		3000	85	13 Paid
J. Sawyer		13	"		3000	85	13 Paid
J. Sawyer		14	"		3000	85	13 Paid
W.S. Johnston Jr		15	"		3000	85	13 Paid
A. Stangard	E 1/2	16	"		1600	42	56
P. J. Haislender	W 1/2	"	"		1600	42	56
Union Park 2 ^d Addition to Chicago.							
John Carpenter	W 1/2	12	3		1400	37	71 Paid
	E 1/2	"	"		1400	37	71 Paid
		13	"		2700	60	93
		14	"		1200	30	17
		15	"		1200	30	17
		16	"		1200	30	17
		17	"		1200	30	17
		18	"		1200	30	17
		19	"		1200	30	17
		20	"		1200	30	17
		21	"		1200	30	17
		22	"		1200	30	17
		23	"		1200	30	17

Union Part 3^d Addition to Chicago.

Name of Owner	Description	Lot	Sec	Block	Valuation	Assessment	
J			24	5	1250	36	20
			25	"	1400	37	71
J.B. Dwyer	50 ft by 100 ft on S.W. cor			"	2800	76	41 Paid
H.B. Williams	E 75 ft			10	4000	113	12 Paid
J. H. Cutting	S 1/2 of N 30 ft. of E part			"	2800	76	41 Paid
	50 ft E & adjg N 30			"			
	West of E part			"	2800	76	41 Paid
John M. Kay	100 ft E & adjg N 10			"	5200	150	83
	East of E part			"			
		13		2 ^d part 10	1400	36	20
A. S. Averill		14		"	1400	36	20
		15		"	1400	37	71 Paid
		16		"	1400	37	71 Paid
		17		"	1400	37	71 Paid
		18		2 ^d part 10	1400	37	71
		19		"	1400	38	46
J. Grete		9		11	1400	36	58 Paid
		10		"	1400	32	05 Paid
M. L. Gilman		11		"	1400	32	16 Paid
		12		"	1400	32	16 Paid
		13		"	1400	32	05 Paid
J. Grete		14		"	1400	30	17
A. W. Deak		15		"	1400	30	17 Paid
		16		"	1400	30	17 Paid
		17		"	1400	30	17 Paid
		18		"	1400	30	17 Paid

Almon Park 2nd Addition to Chicago

Name of Owner	Description	Lot	Sec	Block	Value	Assessors	
			19	11	1400	30	17 Paid
			20	"	1400	41	03 Paid
				16	18000	5311	68 Paid
Almon Park Addition to Chicago							
J. S. Mc Knight			1	1	2750	75	41 Paid
			2	"	2600	76	41 Paid
			3	"	2600	75	41 Paid
			4	"	2600	75	41 Paid
			5	"	2600	75	41
			6	"	2600	75	41
			7	"	3000	80	99
J. S. Hayes			8	"	2600	68	03 Paid
C. H. Duck			9	"	3500	103	92 Paid
			10	"	3300	98	19 Paid
Joseph Wilcox	Part of lot 3 of S.W. 1/4						
	beg. at S.W. cor of J. Taylor						
	containing N 3 rd 2 nd 4 th Sec 7 R						
	Chs 6 3 rd 2 nd Chs 8 3 rd 4 th Chs 8 39 114				12500	368	32
	It 1 st 1 st Chs 8 3 rd 4 th Chs 8						
	beg. 2 nd 2 nd 2 nd						
J. W. Jackson	Part of lot 3 of S.W. 1/4						
	beg. 3 rd 4 th Chs 11 of S.E.						
	containing N 2 nd 4 th Chs 11 3 rd 4 th Chs 8 39 114				10000	292	67
	S 3 rd 4 th Chs 8 3 rd 4 th Chs 8 39 114						

Canal Trustees Subdivision of Sec 4 T 39 R 14 E.

<i>Name of Owner</i>	<i>Description</i>	<i>S</i>	<i>S</i>	<i>Lot</i>	<i>Valuation</i>	<i>Assessment</i>	
<i>L. Dennis</i>				<i>1</i>	<i>3200</i>	<i>91 08</i>	<i>Paid</i>
<i>"</i>				<i>2</i>	<i>3200</i>	<i>91 08</i>	<i>Paid</i>
<i>John Bassett</i>				<i>3</i>	<i>3200</i>	<i>91 08</i>	<i>Paid</i>
<i>"</i>				<i>4</i>	<i>3200</i>	<i>91 08</i>	<i>Paid</i>
<i>L. Dennis</i>				<i>5</i>	<i>3200</i>	<i>91 08</i>	<i>Paid</i>
<i>L. S.</i>				<i>6</i>	<i>3200</i>	<i>91 08</i>	<i>Paid</i>
<i>L. Jackson</i>	<i>N 1/2 of S 1/2</i>			<i>7</i>	<i>1600</i>	<i>45 54</i>	<i>Paid</i>
<i>"</i>	<i>E 1/2 of S 1/2</i>			<i>"</i>	<i>1600</i>	<i>45 54</i>	<i>Paid</i>
<i>James Young</i>				<i>8</i>	<i>3200</i>	<i>91 08</i>	
<i>Thos. James H.</i>				<i>9</i>	<i>3200</i>	<i>91 08</i>	<i>Paid</i>
<i>James Young</i>				<i>10</i>	<i>3200</i>	<i>91 08</i>	
<i>James B. Waller</i>		<i>26</i>	<i>1</i>	<i>42</i>	<i>1400</i>	<i>36 20</i>	
<i>"</i>		<i>27</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 69</i>	
<i>"</i>		<i>28</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	
<i>"</i>		<i>29</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	
<i>"</i>		<i>30</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>31</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>32</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>33</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>34</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>35</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>36</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>37</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>38</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>39</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>40</i>	<i>"</i>	<i>"</i>	<i>1400</i>	<i>36 20</i>	<i>Paid</i>

Canal Trustees subdivision of Sec 7. T 39 R 111 E.

<i>Name of Owner</i>	<i>Description</i>	<i>S. 1/4</i>	<i>S. 1/4</i>	<i>Block</i>	<i>Valuation</i>	<i>Assessment</i>	
<i>James B. Waller</i>		<i>41</i>	<i>1</i>	<i>42</i>	<i>1100</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>42</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>43</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>44</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	
<i>"</i>		<i>45</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	
<i>"</i>		<i>46</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	
<i>"</i>		<i>47</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	
<i>"</i>		<i>48</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	
<i>"</i>		<i>49</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>50</i>	<i>"</i>	<i>"</i>	<i>1100</i>	<i>36 20</i>	<i>Paid</i>
<i>"</i>		<i>53</i>	<i>113</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>John Corbidge</i>		<i>56</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>57</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>E. Peacock</i>		<i>58</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>59</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>C. C. Robinson</i>		<i>60</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>61</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>62</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>63</i>	<i>"</i>		<i>1800</i>	<i>51 76</i>	<i>Paid</i>
<i>"</i>		<i>64</i>	<i>"</i>		<i>1800</i>	<i>51 76</i>	<i>Paid</i>
<i>"</i>		<i>65</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>66</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>67</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>68</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>
<i>"</i>		<i>69</i>	<i>"</i>		<i>1800</i>	<i>49 77</i>	<i>Paid</i>

Canal Trustees Subdivision of S^y T 39 R 14 E.

Name of Owner	Description	Lot	Ac	Block	Valuation	Assessment	
C. Robinson			70	113	1800	49 77	Paid
"			71	"	1800	49 77	Paid
"			72	"	1800	49 77	Paid
Henry Curtis			61	144	1600	45 25	Paid
A. Byg			62	"	1600	45 25	Paid
Henry Curtis			63	"	1600	45 25	Paid
"			64	"	1600	45 25	Paid
Rogers & Wilson			65	"	1600	45 25	Paid
E. Heath			66	"	1600	45 25	Paid
M. M. Demmitt			67	"	1600	45 25	
"			68	"	1600	45 25	
E. B. Rockwell		Paid	69	"	1600	45 25	Paid
"		Paid	70	"	1600	45 25	
W. R. Palmer			71	"	1600	45 25	
"			72	"	1600	45 25	
A. Hughes			73	"	1600	45 25	
"			74	"	1600	45 25	
W. R. Palmer			75	"	1600	45 25	
Geo. Steele			76	"	1600	45 25	Paid
"			77	"	1600	45 25	Paid
S. B. Walker			78	"	1600	45 25	Paid
"			79	"	1600	45 25	Paid
"			80	"	1600	45 25	Paid
G. F. Runyan	E 132 feet			115	7000	199 09	
H. C. Ludwick	27 1/2 ft. by 132 ft.			"	1600	41 18	Paid
Ellis Carter	W 60 ft. of E 1/2				3200	90 60	

Canal Trustees Subdivision p 7 of T 39 R 11 E.

Name of Owner	Description	Lot	Li	Bel	Value	Assessment	
W. Hubbard	82 1/2 ft E Varjg't 60 ft 1/2			45	4200	124 1/2	
Geo German	74 1/2			"	15500	453 50	
Isaac Shelby Jr		73	46		11100	37 71	Paid
"		74	"		11100	37 71	Paid
"		75	"		11100	37 71	Paid
"		76	"		11100	37 71	Paid
"		77	"		11100	37 71	Paid
"		78	"		11100	37 71	Paid
"		79	"		11100	37 71	Paid
"		80	"		11100	37 71	Paid
"		81	"		11100	37 71	Paid
"		82	"		11100	37 71	Paid
"		83	"		11100	37 71	Paid
"		84	"		11100	37 71	Paid
"		85	"		11100	37 71	Paid
"		86	"		11100	37 71	Paid
"		87	"		11100	37 71	Paid
"		88	"		11100	37 71	Paid
"		89	"		11100	37 71	Paid
"		90	"		11100	37 71	Paid
"		91	"		11100	37 71	Paid
"		92	"		11100	37 71	Paid
"		93	"		11100	37 71	Paid
"		94	"		11100	37 71	Paid
"		95	"		11100	37 71	Paid

Canal Trustees Subdivision of Sec. 7 T 39 R. 14 E.

Name of Owner	Description	Lot	Ac.	Block	Valuation	Assessment	
James Shelby Jr			96	46	11400	38	46 Paid
Grant Goodrich			37	47	2300	72	35
"			38	"	2700	73	64
G. L. Nelson			39	"	2700	73	64
J. R. Rowan			40	"	2700	73	64
"			41	"	2700	73	64 Paid
B. P. Larned			42	"	2700	73	64 Paid
Wm. Eddy			43	"	2700	73	64 Paid
F. Mosley	(E 1/2 115 paid)		44	"	2700	73	64
			45	"	2700	73	64
			46	"	2700	73	64
			47	"	2700	73	64
			48	"	2700	73	64
				48			
Harvey E. Barbour	Subdivision of part of		10	"	1200	33	18 Paid
H. E. Barbour			11	"	1200	33	18 Paid
"			12	"	1200	33	18 Paid
				"			
G. A. Hule	Subdivision of part of		45	"	1400	37	71 Paid
G. A. Hule			46	"	1400	37	71 Paid
"			47	"	1400	37	71 Paid
"			48	"	1400	37	71 Paid
"			49	"	1400	37	71 Paid
"			50	"	1400	37	71 Paid
"			51	"	1400	37	71 Paid
"			52	"	1400	37	71 Paid

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Canal Trustees Subdivision of Sec 7 T³⁶ R 14 E.

Name of Owner	Description	Lot	Set	BLK	Value	Apportionment	
C. J. Hulls	Subdivision of part of			48	1400	37 71	Paid
C. J. Hull			53	"	12100	37 71	
"			54	"	1400	37 71	
"			55	"	1400	37 71	
"			56	"	1400	37 71	
J. W. Borden	6 2 acres			"	11500	133 73	
H. E. Barbour	3/4 acres W & adjg E 2 ad			"	11200	116 13	
Reuben Taylor		1	49		6500	180 24	
"		2	"		6500	180 24	
Ann Taylor		3	"		6500	180 24	
Brinkerhoff & Denton	6 1/2		44	"	3300	90 12	
W. St. Davis	31. 31 1/4		"	"	3300	90 12	
E. H. Gault			5	"	6500	180 24	
A. Marsh		Set 1	Set 1	50	2500	66 36	
"		3	"	"	2500	66 36	
"		3	"	"	2500	66 36	
"		4	"	"	2500	66 36	
M. A. Atkins		5	"	"	2500	66 36	Paid
"		6	"	"	2500	67 87	Paid
Bell & Stewart		1	2	"	2500	67 87	
"		2	"	"	2500	66 36	
"		3	"	"	2500	66 36	
"		4	"	"	2500	66 36	
"		5	"	"	2500	66 36	
"		6	"	"	2500	66 36	

Canal Trustees Subdivision Sec 7 T 39 R 111 E.

Name of Owner	Description	Lot	Sub	Block	Valuation	Assessment	
D. S. Naudersen			1	6 1/2 31	2700	75 111	Paid
			2	"	2700	75 111	Paid
			3	"	2700	75 111	
			4	"	2700	75 111	
			5	"	2700	75 111	
			6	"	2700	75 111	
B. Bonds			1	25 13 2 1/2 31	1300	40 72	
			2	"	1100	37 71	
			3	"	1100	37 71	Paid
			4	"	1100	37 71	
			5	"	1100	37 71	
			6	"	1100	37 71	
Charles Suffield	14 1/2 ft E & adj			"	8000	217 95	Paid
			1	25 13 2 1/2 32	1300	31 65	Paid
			2	"	1100	37 71	
			3	"	1100	37 71	
			4	"	1100	37 71	
			5	"	1100	37 71	
Ernst Klarberg			6	"	1100	37 71	Paid
			7	"	1100	37 71	
			8	"	1100	37 71	
			9	"	1100	37 71	Paid
			10	"	1100	37 71	Paid
			11	"	1100	37 71	Paid
Nick Schrock			12	"	1100	37 71	Paid
			13	"	1100	37 71	Paid
Hans Goodrich							
J. Carlens							
J. Byrnes							
L. Indar							
W. Schadt							

Canal Trustees Submission of Dec 7 1839 R 111 C.

Name of Owner	Description	Lot	Vol	Det	Valuat.	Assessment	
Mrs M. Hawlen	N E 1/4			52	1600	43 1/2	
A. D. Taylor	N W 1/4 all paid but 626 ft			33	1600	43 1/2	
Joseph Conner		1		E 1/2 33	1300	43 1/2	Paid
"		2		"	1600	43 1/2	Paid
"		3		"	1600	43 1/2	Paid
"		4		"	1600	43 1/2	
"		5		"	1600	43 1/2	
M. Mitchell		6		"	1600	43 1/2	
"		7		"	1600	43 1/2	
"		8		"	1600	43 1/2	
"		9		"	1600	43 1/2	
"		10		"	1600	41 1/2	
J. Stinson		1	311		1600	43 1/2	Paid
		3		"	1600	43 1/2	Paid
J. D. Suckler		3		"	1600	43 1/2	Paid
		4		"	1600	43 1/2	Paid
A. Hamer		5		"	1600	43 1/2	Paid
Mrs. Welch		6		"	1600	43 1/2	
		7		"	1600	43 1/2	
John Baker		8		"	1600	43 1/2	
Henry Cropper		9		"	1600	43 1/2	Paid
W. J. Barron		10		"	1600	43 1/2	Paid
"		11		"	1600	43 1/2	Paid
L. Silverman		12		"	1600	43 1/2	Paid
C. R. Jones		13		"	1600	43 1/2	

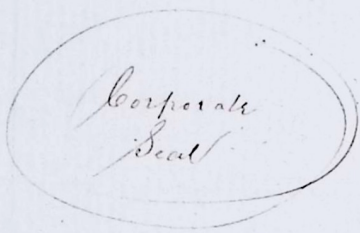
Canal Trustees Subdivision Dec 7 1839 R. M. E.

Name of owner	Description	Lot	Lot	Per	Valuation	Agreement
L. L. Taylor			14	64	1600	45 25
"			15	"	1600	45 25
J. Stinson			16	"	1600	45 25 Paid
"			17	"	1600	45 25 Paid
"			18	"	1600	45 25 Paid
"			19	"	1600	45 25 Paid
"			20	"	1600	45 25 Paid
			1	55	1300	42 25
			2	"	1600	45 25
			3	"	1600	45 25
			4	"	1600	45 25
Thos Grady			5	"	1600	45 25
E. Hughes			6	"	1600	45 25
W. H. Brown			7	"	1600	45 25
			8	"	1600	45 25 Paid
			9	"	1600	45 25
			10	"	1600	45 25
			11	"	1600	45 25
			12	"	1600	45 25
			13	"	1600	45 25
			14	"	1600	45 25
			15	"	1600	45 25
			16	"	1600	45 25
			17	"	1600	45 25
			18	"	1600	45 25 Paid
			19	"	1600	45 25 Paid

Canal Trustees Subdivision S 7 T 39 R 14 E

Name of Owner	Description	Lot	Acres	Value	Assessment
		21	53	1600	45 36 Paid
D. W. Rowley	N 1/2	1	56	3200	90 65
"	E 1/2	2	"	1600	45 32
Nathan Dyer	N 1/2	"	"	1600	45 32 Paid
"		3	"	3200	90 65 Paid
E. Cowper		11	"	3200	90 65 Paid
"		5	"	3200	90 65 Paid
O. Johnson	N 1/2	6	"	1600	45 32
John Hartung	E 1/2	"	"	1600	45 32 Paid
E. D. Ely		7	"	3200	90 65
W. Whitling	E 1/2	8	"	1600	45 32 P
Wm. M. Doughty	N 1/2	"	"	1600	45 32 Paid
"		9	"	3200	90 65 Paid
"		10	"	3200	90 65 Paid
Union Park					
Addition to Chicago?					
City of Chicago	Union Park			30,000	767 115
				83,000 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 receive this Writ within thirty days from the date
hereof -



Witness John C. Haines Mayor of the
City of Chicago and the Corporate Seal
thereof this 6th day of October 1855.

John C. Haines, Mayor,

Attest

St. Krisman

City Clerk

Samuel D. Ward

Comptroller

Collectors Return

State of Illinois }
City of Chicago }

City Collectors Office

1855

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 on all
the real Estate described in said Warrant except to which
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
all assessments not marked "Paid" on the face of the said
Warrant.

City Collector,

Corporation Notices.

"City Collectors Office

Chicago January 7. 1859.

"Public Notice is hereby given that I shall apply to the
Cook County Court of Common Pleas on the first day of the
Special Term thereof, to be holden at the Court house in the
City of Chicago on the 24th day of January A. D. 1859 for
judgment against all Blocks lots Sublots pieces and parcels of
land, together with the improvements, if any, situated thereon for
all taxes assessments interest and costs thereon, remaining
unpaid as appears from the following described Warrants
now in my hands for collection."

"Warrant No 367 West dated October 6th 1858 for
Macadamizing West Lake Street from Halsted Street to the
City limits."

And afterwards to wit on the fifth day of February
(being one of the days of the said January Special Term of
said Court) A. D. Eighteen hundred and fifty nine, the
following proceedings, were had and entered of Record in
said Court to wit.

Canal Trustees Subdivision Dec 7 J 39 R 111 Co.

Name	Description	S sq	Lot	Blk	Valuation	Amt of Assessment		Tax per Cent		Total amt due	Due
					as above	Dolls	Cts	Dolls	Cts	Dolls	Cts
			1	35	15 00	42	23				
			2	"	16 00	43	23				
			3	"	16 00	43	23				
			4	"	16 00	43	23				
			5	"	16 00	43	23				
			16	"	16 00	43	23	4	53		
			17	"	16 00	43	23	4	53		

And now on this fifth day of February A.D. eighteen hundred and fifty nine comes the said City of Chicago by Elliot Anthony City Attorney and due Notice having been given of the time and place of making the intended application for judgment against the said several lands lots pieces and parcels of land in said Warrant set forth and objections to taking of judgment having been filed by Grant Goodrich and others owners of lots, described in Warrant and Counsel having been heard upon said objections, and mature deliberation being thereupon had, and the premises fully understood; it appears to the Court that the said objections to the taking of judgment are insufficient, the objections are therefore overruled, and on Motion of said Attorney

It is considered by the Court that Judgment be and hereby is entered against the said lands lots pieces and parcels of land described in the aforesaid Warrant in favor of the City of Chicago for the sum assessed to each lot piece and parcel of land being the amount of assessments and for costs of suit generally thereon, and that the said City of Chicago have and recover the further sum of Ten per Cent upon the amount of Assessments respectively due and unpaid upon each of the lots lands and parcel of land therein set forth as and for her legal damages.

And it is further Ordered by the Court that the said several lands lots pieces and parcels of land or so much thereof as shall be deemed sufficient of each of them to satisfy the amount of assessment damages and Costs incurred by them severally be sold as the law directs.

And thereupon comes the said Grant Goodrich one of said objectors and enters his exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for lots 344 in N W 1/4 Block 52 & N E 1/4 Block 52 Lots 37, 38 & 39 Block 47 Sec 7 T 39 R 14 E described in said Warrant, which is allowed on filing Bond in Two thousand dollars with Wm W. Farrell as security in ten days and that he have twenty days time to file his Bill of Exceptions.

And thereupon comes Richard H. Pease another of said objectors and enters his exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for lots 1, 2, 3, 4, 16 & 17 in Block 55 Section 7 described in said Warrant, which is allowed on filing Bond in Four hundred dollars with security to be approved by Judge of this Court in twenty days with Bill of Exceptions.

And thereupon comes John Sherman another of said objectors and enters his exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for lots 12, 13, 14 & 15 in Block 55 Section 7 described in said Warrant which is allowed on filing Bond in Three hundred dollars to be approved by Judge of this Court in ten days with Bill of Exceptions in Twenty days

And thereupon comes Julius Brown another of said objectors and enters his Exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for lot 9, 10 & 11 in Block 55 Sec 4 described in the aforesaid Warrant which is allowed on filing Bond in two hundred & fifty dollars to be approved by Judge of this Court in ten days and Bill of Exceptions in twenty days.

And thereupon comes Edward Hughes another of said objectors and enters his Exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for lot 6 in Block 55 Sec 4 described in the aforesaid Warrant, which is allowed on filing Bond in the sum of One hundred dollars to be approved by Judge of this Court in ten days and Bill of Exceptions in Twenty days.

And thereupon comes Thomas Grady another of said objectors and enters his Exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for lot 5 Block 55 Sec 4 described in the aforesaid Warrant, which is allowed on filing Bond in the sum of One hundred ^{with security} dollars, to be approved by Judge of this Court in ten days and his Bill of Exceptions in twenty days.

And thereupon comes Polly Holcomb another of said objectors and enters her Exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for E 1/2 NW 1/4 of lot 5 Block 31 Carpenters Addition to Chicago described in the aforesaid Warrant, which is allowed to her on filing Bond in two hundred dollars to be approved by Judge of this Court

ten days and bill of Exceptions in twenty days.

And thereupon comes Thomas B. Bridges another of said objectors and enters his exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for lot 1 & 2 in Block 31 Carpenters Addition to Chicago, described in the aforesaid Warrant, which is allowed on filing Bond in the sum of two hundred and seventy five dollars to be approved by Judge of this Court in ten days and bill of Exceptions in twenty days.

And thereupon comes William Barker another of said objectors and enters his exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for lot 6 of the E 1/2 of Block 45 Canal Trustees Sub of Sec 7 described in the aforesaid Warrant, which is allowed on filing Bond in the sum of Five hundred dollars to be approved by Judge of this Court in ten days and bill of Exceptions in twenty days.

And thereupon comes E. J. Runyan another of said objectors and enters his exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for E 1/2 of Block 45 Canal Trustees Sub of Sec 7 T 49 R 11 E described in the aforesaid Warrant which is allowed on filing Bond in the sum of Three hundred and twenty five dollars to be approved by Judge of this Court in ten days and Bill of Exceptions in twenty days.

And thereupon also comes Joseph Wilson another of said objectors and enters his exceptions herein and prays an Appeal herein to the Supreme Court of the State of Illinois for part of lot 3 of S. W 1/4 beginning at S. W Cor. of John Taylor's

land, thence N 2²⁰ ch; N 6³⁷ ch, E 3²⁰ ch, S 3⁴⁴ ch, N 1⁴⁷ ch; S 3⁴⁴ ch; to beginning, D¹² acres described in the aforesaid Warrant. Which is allowed on filing Bond in five hundred dollars with security to be approved by Judge of this Court in ten days and his Bill of Exceptions in twenty days.

And thereafter to wit on the twenty fourth day of February A D. Eighteen hundred and fifty nine the said Richard H. Pease filed in the Office of the Clerk of said Court his Appeal Bond; Which Bond is in the words and figures following, to wit.

Know all Men by these Presents That we Richard H. Pease of Albany New York owner of Lots 1.2.3.4.16 & 17 in Block 55 in Sec 4 Township 39 N Range 14 East in the City of Chicago and Charles L. The Alpino of Chicago Illinois are held and firmly bound unto the City of Chicago in the sum of Four hundred dollars for payment of which well and truly to be made we to said City of Chicago or its assigns we have ourselves jointly and severally our heirs executors and administrators jointly by these presents - Sealed with our seals and dated this Eleventh day of February 1859.

The condition of this obligation is such that whereas in a certain suit in the Cook County Court of Common Pleas where

said City of Chicago was Plaintiff and said Lots were a Defendant in a suit for an Assessment on Warrant No 367 West for Macadamizing West Lake Street in said City of Chicago the said Plaintiff on the fifth day of February, 1859 recovered a judgment against the said Lots for the sum of two hundred and ninety eight dollars and sixty five cents for said assessment, besides Costs of suit from which said judgment said Richard H. Pease owner of said Lots has prayed an Appeal to the Supreme Court of the State of Illinois, which Appeal has been granted upon said Richard H. Pease, as such owner giving this Bond.

Now if the said above bounden Richard H. Pease shall well and truly pay the judgment, costs interest and damages in case the said judgment shall be affirmed by said Supreme Court, and shall duly prosecute his said Appeal then the above obligation to be void otherwise of force.

Approved

John M. Wilson

Richard H. Pease

C. L. Mc Alpine

(Seal)

(Seal)

Judge of

And thereafter to wit on the twenty fourth day of February A.D. eighteen hundred and fifty nine the said Richard H. Pease filed in the Office of the Clerk of said Court his Bill of Exceptions in said proceedings, which said Bill of Exceptions is in the words and figures following, to wit.

Cook County Court of Common Pleas.

The City of Chicago

Richard H. Pease owner
of Lots 1, 2, 3, 4, 16 & 17
Block 55 in section 4
39. 14. E in the City
of Chicago

Warrant for Assessment on Warrant
No 367 West, for Macadamizing
West Lake Street from Halsted
Street to the City limits.

Be it remembered that at the
January Special Term of the Cook County Court of Common
Pleas, the collector of the City of Chicago filed in said Court
collection Warrant No 367 West for Macadamizing West Lake
Street from Halsted Street to the City limits for payment
against the lands lots and parcels of land for the amount of
assessments interest and costs respectively charged as due
thereon, and also Certificate of publication of the notice in
such case required and prayed judgment against the lands
lots and parcels of land in said report described.

And Richard H. Pease as owner of Lots 1, 2, 3, 4, 16 & 17
in Block 55 in section 4 Township 39 North of Range 14
in said Warrant mentioned, and filed the following objections
to judgment against said lots and lands and made defense
thereto as follows to wit,

1st Said lots were knowingly, fraudulently and falsely
assessed by the Commissioners to make said assessment at
valuation of \$1000 each, whereas said lots are worth not

not to exceed \$400 each for the purpose of improving upon
said lots a larger assessment than is allowed by law in
violation of the Statute in such case made and provided and
of the just rights of said owner.

2nd Each of said lots are assessed for the sum of \$115.25
in and by said assessment whereas the actual value of each
of said lots does not exceed \$400 and consequently the as-
sessment on each of said lots cannot legally exceed the
sum of \$12. Chap 7 sec 2 Municipal Laws p 38.

3rd The Orders for making this improvement and for
confirming the Assessment for the same as the following
named Deponent is informed and believes were procured
by Ruben Taylor and John C. Evans or some other
person fraudulently putting the names of some of the
owners of this property to a petition to the Common Council
praying for the same without the knowledge or consent of
the owners, whose names were so used.

4th Because the matter of said proposed improvement was
not referred to an appropriate Committee to prepare & report
to the Common Council a plan of such improvement, with
an Estimate of the expense thereof as required by Section 1
Chap 3, Municipal Laws p 155.

5th Because said improvement was commenced & partially
performed under a contract between one John C. Evans and
a part of the property owners upon said Street dated on or
about the 15th day of May 1858 and the Order for said
improvement was not made till the 19th day of July

following, and then made for the sole purpose of enabling
said Evans to enforce payment from those who had contracts
with him and others for said improvement according to
the specifications in said Contract, as will appear by the
Superintendents pretended Estimate for said improvement dated
July 19th 1858 a Copy of which is hereto annexed marked
"A." and by a Report to the Common Council and an order
based thereon dated July 19th 1858 a Copy of which is
hereto annexed marked "B." and no expense or liability
has been incurred by the City on this account.

6th Because the Election of the Commissioners to make said
apreement was without the previous nomination of the Mayor
as required by the Sixth Section of the Act approved Feb
14th 1857 to amend the City Charter page 11.

7th Because the City has no authority to commence any improve-
ment of this kind until 50 per Cent has been collected and paid
into the Treasury, which was not done in this case see
15 and 16 Chap 3 page 162 Municipal Laws.

8th Because said Apreement was not made in conformity
with the Order of the Common Council and that ten days
notice of filing objections to the apreement roll was not given.

9th The Apreement Roll and Report of the Commissioners
were not returned within 10 days after their appointment as
required by Sec 6 Chap 4 Municipal Laws page 39.

(signed) J. H. Keegan

Atty for said Owner

A. The City Superintendent of public works under a requisition from the Committee on Streets and Alleys of the West Division, submits the following as an estimate of the cost of macadamizing West Lake Street from the West line of Halsted Street to the City limits, the whole to be done according to the specifications set forth in the Contract for said work between John C. Evans and the owners of the property interested in said improvement viz: Which specifications are herewith submitted.

From West line of Halsted Street to west line of Morgan Street 12611 feet linear @ \$5 per contract	\$ 63055.00
Engineering, Super's fee	1300.00
	\$ 64355.00

From West line of Morgan St. to City limits 452 feet (linear) at \$24.60 per cont. 24232.00	
Engineering Super's fee	316.00
	\$ 24548.00
	\$ 88903.00

Dated Chicago, July 19th 1858

A. S. Boutwell

Superintendent.

The following is a Copy of Exhibit B above mentioned.

B To the Mayor and Aldermen of the City of Chicago in Common Council assembled.

See Catalogue copy

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Your Committee on Streets and Alleys of the West Division to whom was referred the Petition of Reuben Taylor and others for the Macadamizing of West Lake Street from Halstead Street to the City limits having had the same under consideration are of opinion that the prayer of the Petitioners should be granted.

They therefore ask for the passage of the following Orders -

Ordered, that West Lake Street from the West line of Halstead Street to the City limits be macadamized in accordance with Super's Estimate and Specifications.

Ordered, that the sum of Thirty one thousand dollars be assessed upon the real Estate in the West Division of the City of Chicago deemed benefited by the said Macadamizing and that the Common Council do now Elect by ballot three reputable and disinterested freeholders of the City of Chicago to make said Assessment.

Respectfully Submitted

John V. Horn

of Committee on Streets and
Alleys West Division

Chicago

July 19th 1858.

Passed July 19th 1858.

All and singular of which objections the said Richard H. Pease, push over, then and there offered to prove to the Court by witnesses to be sworn and examined, and by the records of the Common Council of the City of Chicago

of the City of Chicago and the proceedings in this case, and
by the Affidavits of Ayres, Hamilton, Kerfoot, Waughp
Devilbitt and Kedzie; Which said Affidavits are as
follows.

"State of Illinois	}	Do.	Cook County Court of Common
Cook County . .			Plead.
City of Chicago			Assessment for Macadamizing
(no)			W. Lake Street, Warrant 36 th N.
J. M. Williams Et als			

Ones Ayres and James G. Hamilton
of said County being severally duly sworn each for
himself deposes and says that they are acquainted with
property in the City of Chicago; and that lots of 30 feet front
on Lake Street in Block 55 in Sec 7 Town 39 N R 14 E
at the time of making the Assessment for Macadamizing
the said Street during the past Summer, and before such
Macadamizing was done were worth not to exceed \$1100
or \$1200, and probably would not sell for \$1100. each
on liberal Credit.

Subscribed and sworn before	}	Ones Ayres
me this 28 th January A.D. 1859		James G. Hamilton "
I King Do		
Justice of the Peace.		

"State of Illinois	}	Do.	Cook County Court of Common
Cook County . .			Plead.

City of Chicago

(22)

J. W. Williams et al

Assessment for Macadamizing
West Lake Street.

John W. Waughop and Samuel H. Kerfoot

of said County being severally duly sworn each for himself
deposes and says that he is acquainted with property in the
City of Chicago and that lots of Thirty feet front on West
Lake Street in Block Fifty five in section seven in Town
Thirty nine North range fourteen East, at the time of making
the Assessment for Macadamizing said - during the past-
summer, and before such Macadamizing was done were
worth not to exceed Five hundred dollars or ordinary Credit
Subscribed and sworn to before)

On this twenty eighth day of
January A. D. 1859.

Isaac Claffin

Notary Public

John W. Waughop
S. H. Kerfoot.

State of Illinois
Cook County . . . ss.

City of Chicago

(22)

J. W. Williams et al

Cook County Court of Common
Pleas.

Assessment for macadamizing
W. Lake Street on Warrant
367 W.

Louis A. Doebble of said County

being duly sworn says that he is acquainted with the
value of real Estate in Block 53 in Sec 7. Town 39
N. R. 14 E. and that in his opinion lots of 30 feet front

on Lake Street in said Block at the present time and during
all the last summer have not been worth more than
from \$400 to \$500 each, and that they probably could not
have been sold at any time since last Spring for \$400
each on liberal credit.

Subscribed and sworn before } L. A. Deolittle"
me this 28th day of Aug. A.D. 1859

John King Jr }
Justice of the Peace

City of Chicago } Cook County Court of Common Pleas
no } Suit for Assessment for Macadam.
J. W. Williams Et al vs J. W. Lake St. Warrant No 367 West.
State of Illinois }
Cook County } ss.

John M. Kozio of said County being
duly sworn says that he has no interest in any property
included in this Assessment, that he sold as Agent all of
the property in Block 55 Geo T Town 39 N.R. 14 Easting
on West Lake Street at prices ranging from \$295 to \$440
that at the present time said lots are in the opinion of
this Deponent worth not more than \$400 each or \$500 at
the outside but probably could not be sold for \$400 each
at this time on the most liberal credit. Deponent further
says that he is still the Agent of a considerable number of
lots in said Block of the same size as the lots in question
and nearly as valuable, and the owner would gladly sell

the same at \$350 per lot and perhaps for \$300 each on
liberal credit

Subscribed and sworn to } John H. Kedzie "
before me this 28th day of }
January 1859. }
W. Kimball, Clerk "

And thereupon the said City Attorney demurred orally to
the sufficiency in law of all and singular said objections

And the Court sustained said Demurrer to all of said
objections, except the 5th and overruled all of said objections,
except the 5th, and refused to admit any evidence in support
of any of said objections so overruled.

To the overruling of which objections and the refusal
to admit evidence in support of the same the said Defendant
then and there accepted.

And as to said fifth objection the Court overruled
the Demurrer; Whereupon the said City took issue upon
the same.

And the said City further to support the said
action introduced the Orders of said Common Council
of the 19th day of July 1858 as follows

" To the Mayor and Aldermen of the City
of Chicago in Common Council assembled,
Your Committee on Streets and Alleys of the West
Division, to whom was referred the Petition of Reuben
Taylor and others for the Macadamizing of West Lake Street

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from Halstead Street to the City limits having had the same under consideration are of opinion that the prayer of the Petitioners should be granted. They therefore ask for the passage of the following Orders

Ordered, that West Lake Street from the West line of Halstead Street to the City limits be macadamized in accordance with Superintendents estimate and specifications.

Ordered that the sum of Thirty one thousand dollars be assessed upon the Real Estate in the West Division of the City of Chicago deemed benefited by the said Macadamizing and that the Common Council do now Elect by ballot three reputable and disinterested freeholders of the City of Chicago to make said assessment

Chicago

July 19th 1855.

Respectfully Submitted

John W. Horn

of Committee on Streets & Alleys

West Division."

Passed July 19th 1855."

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Also proceedings of said Commissioners and their Notice
and assessment roll, as follows

"Assessment Roll"

— for —

Macadamizing West Lake Street from Halsted Street to
the City limits.

"In Common Council July 14th 1888

Ordered, That West Lake Street from the West line of
Halsted Street to the City limits be macadamized in accordance
with Superintendent's estimate and Specifications.

Ordered, That the sum of Thirty one thousand dollars
be assessed upon the Real Estate in the West Division of the
City of Chicago deemed benefited by the said Macadamizing
and that the Common Council do now elect by ballot three
respectable and disinterested freeholders of the City of Chicago
to make said assessment

The orders were passed and the Council proceeded
to the Election of Commissioners thereunder. On the
first ballot J. H. Kinzie, S. R. Haven and S. W.
Stone received each twelve votes and were
declared Elected.

Attest H. Kriesman, City Clerk

Cash of Commissioners.

State of Illinois

City of Chicago

To the undersigned Commissioners appointed by the

Common Council of the City of Chicago to assess the sum of
Thirty one thousand dollars upon the Real Estate by us deemed
benefitted by Macadamizing West Lake Street from Halsted
Street to the City limits in proportion to the benefits resulting
there to as nearly as may be, do solemnly swear that we will
faithfully and impartially execute our duty according to the
best of our ability.

Subscribed and sworn before
me July 28th 1855.

} Jno. H. Kuzio
S. R. Haven } Commissioners
St. Kuesman City Clerk } L. W. Stone }

Commissioners Return.

The undersigned, Freeholders and residents of the City of Chicago,
duly elected and appointed by the Common Council of said
City to assess the sum of Thirty one thousand dollars, upon
the Real Estate in the West Division of said City by us
deemed benefitted in proportion as nearly as may be to the
benefits resulting there by reason of Macadamizing ^{from Halsted Street} West Lake
Street to the City limits, do hereby report and return to the
Common Council.

That in pursuance of said appointment they were duly
qualified before entering upon their duties as appears by the oath
recorded herein that they published a Notice of the time and place
of their meeting for the purpose of making said Assessment in the
Daily Democrat, the Corporation Newspaper, for the period of six
Consecutive days previous to such meeting - a certificate of which
publication is herewith attached; that they were present at the time &

place and for the purpose designated in said Notice and having first fixed a valuation on the Real Estate described and set forth in the proper Column of the foregoing Assessment Roll, we did then and there and do hereby, in pursuance of said appointment assess the said sum of money upon the Real Estate hereinbefore set forth and described as the only Real Estate benefited by said improvement, and that the benefits resulting thereto is the fraction of said sum set opposite to each lot, part of lot and land respectively in said Assessment Roll.

And we further Report that such Assessment does not exceed three per Centum per annum on the property assessed.

All of which is respectfully submitted.

Ans H. Knizier
L. H. Stone } Commissioners.
S. R. Hawes }

Chicago, August 31, 1858.

Commissioners Notice

" Public Notice is hereby given to all persons interested that the undersigned Commissioners appointed by the Common Council of the City of Chicago to assess the sum of Thirty one thousand dollars upon the Real Estate in the West Division by them deemed benefited by Macadamizing West Lake St from the West line of Halsted St. to the City limits will be at room No 6 in Doles Building on the fourth day of August 1858 at the hour of ten o'clock A.M. for the purpose of making said assessment.

Ans H. Knizier
S. R. Hawes } Commissioners.
L. H. Stone }

"This certifies that the Appended Notice relative to improvement on N. Lake Street has been published in the Daily Democrat the Corporation Newspaper of the City of Chicago, County of Cook and State of Illinois six days consecutively, commencing with July 28th 1858.

Chicago Aug: 28: 1858.

John Kentworth, Publisher

By Recd "

Assessment Role.

Carpenters Addition to Chicago.

Name of Owner	Description	S. Lot	Lot	Block	Valuation	Assessment
J. M. Williams			12	19	7500	161 21
Jos: Rottle	N 1/2		13	"	5500	80 61
J. M. Williams	E 1/2		"	"	2500	80 60
Jos: Davis	N 1/2		14	"	7200	80 61
Moses Williams	E 1/2		"	"	6600	80 60
John Davis			15	"	10500	161 21
A. Hulley Jr.			16	"	8500	161 21
H. P. Stubbings			12	20	6500	161 21
B. W. Raymond			13	"	5750	161 21
W. S. Cox			14	"	5750	161 21
John Thomas			15	"	5750	161 21
W. S. Cox			16	"	6000	161 21
John Thomas			12	21	6250	161 21
"	E 1/2		13	"	2750	80 61
John Hughes	N 1/2		"	"	3250	80 60

Carpenters Addition to Chicago.

Name of Owner	Description	F		Per	Value	Assessment
		Lot	Lot			
M. Webber		111	21		8500	161 21
"	E 1/2	15	"		8350	80 61
"	W 1/2	"	"		2750	80 60
Chr Bartow		16	"		8300	161 21
H. S. Hall		19	22		2750	80 61
"		20	"		2750	80 60
"		21	"		2750	80 61
"		22	"		2750	80 60
"		23	"		2750	80 61
"		24	"		2750	80 60
"		25	"		2750	80 61
"		26	"		2750	80 20
"		27	"		2750	80 60
"		28	"		5000	80 61
Ogden Fleetwood Hg.		12	23		5500	76 41
"		13	"		4750	76 41
"		14	"		4750	76 41
"		15	"		4750	76 41
"		16	"		5250	76 41
H. S. Ewing		21	21		2750	38 01
"		22	"		2250	38 01
"		23	"		2250	38 01
"		24	"		2000	38 01
"		25	"		2000	38 01
Osabley Bumside		26	"		2000	38 01
"		27	"		2000	38 01

Carpenters Addition to Chicago

Name of Owner	Description	Lot	Set	Blk	Valuation	Assessment
Wakeley & Burnside			28	24	2000	38 01
"			29	"	2000	38 01
"			30	"	2200	38 01
A. G. Hobbes			12	25	3600	75 41
Engew Davis			13	"	3600	75 41
L. Holbrook			14	"	3900	75 41
A. M. Parker			15	"	3900	75 41
"			16	"	3900	75 41
S. J. Gale			12	26	2700	75 41
"			13	"	2700	75 41
"			14	"	2700	75 41
"			15	"	2700	75 41
"			16	27	2700	75 41
C. B. Farnwell			6	"	2700	75 41
Geo. A. Beaumont			7	28	2000	75 41
B. C. Welch			1	"	2700	66 23
"			2	29	2000	75 41
J. Carpenter			1	"	1500	36 53
"			2	"	1350	36 96
"			3	"	1350	37 71
"			4	"	1350	37 71
"			5	"	1350	37 71
"			6	"	1350	37 71
"			7	"	1350	37 71
"			8	"	1350	37 71
"			9	"	1350	37 71

Carpenters Addition to Chicago.

Name of Owner	Description	Lot	Lot	BR	Value	Assessment
P. Carpenter		10	39	1500	37 71	
S. S. Hayes		1	30	3300	76 92	
"		3	"	2700	75 41	
"	E 1/2	3	"	1350	37 71	
Isaac Shelby Jr.	W 1/2	"	"	1350	37 71	
"		4	"	2700	75 41	
"		5	"	2800	76 92	
J. B. Pyager		1	31	2700	75 41	
"		2	31	2700	75 41	
C. M. Lindgren	W 1/2	3	"	1700	37 71	
John H. Anderson	E 1/2	"	"	1700	37 71	
E. B. Farwell		4	"	2700	75 41	
L. Hulecomb	E 1/2	5	"	3400	37 71	
E. H. Hayes	W 1/2	"	"	3700	37 71	
		1	32	3650	75 72	
		2	"	3000	75 41	
	E 1/2	3	"	1500	37 71	
Isaac Shelby Jr.	W 1/2	"	"	1600	37 71	
"		4	"	3000	75 41	
"		5	"	3300	75 72	
James Ward	E 1/2	1	33	3000	80 61	
Mrs. Larmer	W 1/2	"	"	3000	80 61	
Mr. H. Clapp		2	"	6000	161 21	
F. Chapman		3	"	6000	161 21	
D. Richard		4	"	6000	161 21	
E. S. Howard	E 1/2	5	"	3000	80 61	

Carpenters Addition to Chicago

Name of Owner	Description	8 Lot	Lot	BLK	Natural	Cross-section
E. J. Howard	W 1/2		3	33	3000	80 60
C. Morgan			1	34	6000	161 31
John M. Williams			3	"	6000	161 21
H. Spencer	W 1/2		3	"	3000	80 61
E. J. Lewis	E 1/2		"	"	3000	80 60
John Frost			4	"	6000	161 21
"			5	"	6000	161 21
V. King			1	35	6000	161 21
E. A. Norton			2	"	6000	161 21
V. King			3	"	6000	161 31
"			4	"	6000	161 21
"			5	"	6000	161 21
E. Williams			1	36	6000	161 21
Chas Smith	E 1/2		2	"	3000	80 61
Wm. Deming	W 1/2		"	"	3000	80 60
S. J. Gale			3	"	6000	161 21
Conrad Oberg			4	"	6000	161 21
S. J. Gale			5	"	6000	161 21
Magu & Hughes Addition to Chicago.			1	1	2000	37 71
			2	"	2000	37 71
			3	"	2000	37 71
			4	"	2000	37 71
			5	"	2000	37 71
			6	"	2000	37 71
			7	"	2000	37 71

Magie & High's Addition to Chicago.

Name of Owner	Description	Lot	Lot	Blk	Valuation	Assessment
			8	1	2000	37 71
			9	"	2000	37 71
			10	"	2000	37 71
			11	"	2000	37 71
			12	"	2000	37 71
			13	"	2000	37 71
			14	"	2000	37 71
			15	"	2000	37 71
			16	"	2250	47 66
			17	2	2400	47 66
			18	"	2000	37 71
			19	"	2000	37 71
			20	"	2000	37 71
			21	"	2000	37 71
			22	"	2000	37 71
			23	"	2000	37 71
			24	"	2000	37 71
			25	"	2000	37 71
			26	"	2000	37 71
			27	"	2000	37 71
			28	"	2000	37 71
			29	"	2000	37 71
			30	"	2000	37 71
			31	"	2000	37 71
			32	"	2000	37 71

Sawyers Addition to Chicago

Name of Owner	Description	Lot	Sec	Blk	Value	Assessment
Wm. Sawyer		1	112	1	1600	37 01
"		2	"	"	1250	33 15
C. H. Duck		3	"	"	1250	33 15
Lt. Schiffer		4	"	"	1250	33 15
Dion Bouricault		5	"	"	1250	33 15
W. H. & A. B. White		3	"	"	3000	85 13
"		11	"	"	3000	85 13
F. Sawyer		5	"	"	3000	85 13
"		6	"	"	3000	85 13
"		7	"	"	3000	85 13
W. H. & A. B. White		8	"	"	3300	85 13
"		9	2	"	3300	85 13
Andrew A. Marble		10	"	"	3000	85 13
W. H. & A. B. White		11	"	"	3000	85 13
T. E. Corey		12	"	"	3000	85 13
F. Sawyer		13	"	"	3000	85 13
"		14	"	"	3000	85 13
W. S. Johnston Jr.		15	"	"	3000	85 13
A. Stangard	E 1/2	16	"	"	1600	112 54
P. J. Haussender	W 1/2	"	"	"	1600	112 54

Union Park 2nd Addition to Chicago

John Carpenter	W 1/2	12	5	1400	37 71
"	E 1/2	"	"	1400	37 71
"		13	"	2700	60 93
"		14	"	1200	30 17

Union Park 2nd Addition to Chicago.

Name of Owner	Description	Lot		BCK	Valued	Assessment	
		Lot	Sub				
		13	5		1200	30	17
		16	"		1200	30	17
		17	"		1200	30	17
		18	"		1200	30	17
		19	"		1200	30	17
		20	"		1200	30	17
		21	"		1200	30	17
		22	"		1200	30	17
		23	"		1250	36	20
		24	"		1250	36	20
		25	"		1400	37	71
J. B. Dwyer	50 ft by 100 ft on S.W. cor	"			2800	75	41
J. B. Williams	6 7/8 feet	10			1400	113	12
J. H. Cutting	5 1/2 of N 50 ft. of E part	"			2800	75	41
"	50 ft. E & adj N 50 feet	"			2800	75	41
"	of E. part	"			2800	75	41
John McKay	100 ft E & adj N 10 feet	"			5200	150	83
	of E part	"					
		13	part 10		1400	36	20
		14	"		1400	36	20
A. J. Aurill		15	"		1400	37	71
"		16	"		1400	37	71
"		17	"		1400	37	71
		18	"		1400	37	71
		19	"		1400	38	46

Union Park 2nd Addition to Chicago.

Name of Owner	Description	Lot	Blk	Value	Assessment
A. Greco		9	11	11100	36 58
		10	"	11100	32 13
M. D. Gilman		11	"	11100	32 13
		12	"	11100	32 13
		13	"	11100	32 13
A. Greco		14	"	11100	30 17
J. H. Peck		15	"	11100	30 17
"		16	"	11100	30 17
"		17	"	11100	30 17
"		18	"	11100	30 17
"		19	11	11100	30 17
		20	"	11100	41 03
		16	18000	534 68	

Union Park Addition to Chicago.

		1	1	2750	75 41
L. S. Mc Knight		2	"	2400	73 41
		3	"	2400	73 41
		4	"	2400	73 41
		5	"	2400	73 41
		6	"	2400	73 41
		7	"	3000	81 49
S. S. Hayes		8	"	2400	68 13
L. H. Peck		9	"	3300	103 92
		10	"	3300	98 19

Almon Park Addition to Chicago

Name of Owner	Description	Sec	Lot	Blk	Valuation	Assessment
Joseph Wilson	Part of lot 3 of S. W. 1/4 Sec 7 at S. W. cor. of S. Taylor's land thru N 1/2 2 nd chs, N 1/2 3 rd chs, E 3 rd chs, S 3 rd chs, N 1/2 4 th chs, S 3 rd chs to line 2.22 acres	8	39	111	12500	368.20
J. H. Jackson	Part of lot 3 of S. W. 1/4 Sec 7 chs. N of S. E. cor, thru N 1/2 2 nd chs, N 3 rd chs E 2 nd chs S 3 rd chs " " to line 1 acre. Except that part taken for Ada Street . . .	8	39	111	10000	2926.7
<u>Canal Trustee Subdivision of Sec 7 of T 39 R 14 E</u>						
J. Dennis			1	41	3200	91.08
"			2	"	3200	91.08
John Bafelt			3	"	3200	91.08
"			4	"	3200	91.08
J. Dennis			5	"	3200	91.08
"			6	"	3200	91.08
L. Jackson	N 1/2 of S 1/2		7	"	1600	46.54
"	E 1/2 of S 1/2		"	"	1600	46.54
James Young			8	"	3200	91.08
Thos. Lamm & Co.			9	"	3200	91.08
James Young			10	"	3200	91.08
Car. B. Walter			26	1	1400	36.20
"			27	"	1400	36.20
"			28	"	1400	36.20
"			29	"	1400	36.20
"			30	"	1400	36.20
"			31	"	1400	36.20
"			32	"	1400	36.20

General Trustees Subdivision of Dec 7 Y 39 B 111 C.

<i>Name of Owner</i>	<i>Description</i>	<i>S Lot</i>	<i>Lot</i>	<i>Blk</i>	<i>Valuation</i>	<i>Assessment</i>
<i>James B. Waller</i>		<i>33</i>	<i>1</i>	<i>42</i>	<i>11100</i>	<i>36 20</i>
"		<i>34</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>35</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>36</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>37</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>38</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>39</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>40</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>41</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>42</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>43</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>44</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>45</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>46</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>47</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>48</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>49</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>50</i>	"	"	<i>11100</i>	<i>36 20</i>
"		<i>55</i>	<i>113</i>		<i>1800</i>	<i>49 77</i>
<i>J. Caridge</i>		<i>56</i>	"		<i>1800</i>	<i>49 77</i>
"		<i>57</i>	"		<i>1800</i>	<i>49 77</i>
<i>E. Packer</i>		<i>58</i>	"		<i>1800</i>	<i>49 77</i>
"		<i>59</i>	"		<i>1800</i>	<i>49 77</i>
<i>L. C. Robinson</i>		<i>60</i>	"		<i>1800</i>	<i>49 77</i>
"		<i>61</i>	"		<i>1800</i>	<i>49 77</i>

Canal Trustees subdivision of Sec 4 of T 39 R 11 E.

Name of Owner	Description	Sec	Lot	1366	Value	Assessment
C. L. Robinson		62	113	1800	49	77
"		63	"	1800	51	76
"		64	"	1800	51	76
"		65	"	1800	49	77
"		66	"	1800	49	77
"		67	"	1800	49	77
"		68	"	1800	49	77
"		69	"	1800	49	77
"		70	"	1800	49	77
"		71	"	1800	49	77
"		72	"	1800	49	77
Henry Curtis		61	114	1600	45	25
A. Byl		62	"	1600	45	25
Henry Curtis		63	"	1600	45	25
"		64	"	1600	45	25
August Wilson		65	"	1600	45	25
J. Heath		66	"	1600	45	25
W. Mc Dermott		67	"	1600	45	25
"		68	"	1600	45	25
C. B. Rockwell		69	"	1600	45	25
"		70	"	1600	45	25
H. R. Palmer		71	"	1600	45	25
"		72	"	1600	45	25
R. Hughes		73	"	1600	45	25
"		74	"	1600	45	25

Canal Trustees Subdivision of Dec'y 3rd 1839 R. & III

Name of Owner	Description	Set	Set	Blk	Value	Agreement
W. R. Palmer			75	111	1600	115 25
Geo: Steele			76	"	1600	115 25
"			77	"	1600	115 25
S. B. Walker			78	"	1600	115 25
"			79	"	1600	115 25
"			80	"	1600	115 25
G. F. Ameyan	E 132 ft		113	7000	199 19	
H. C. Ludwick	27 1/2 ft of E 132 ft		"	1600	111 118	
Ellis Carter	21 60 ft. of E 1/2		"	3200	90 50	
G. Hubbard	82 1/2 ft of E 132 ft of E 1/2		115	1200	121 113	
James Gorman			"	163 00	115 50	
Isaac Shelby Jr.			73	46	1100	37 71
"			74	"	1100	37 71
"			75	"	1100	37 71
"			76	"	1100	37 71
"			77	"	1100	37 71
"			78	"	1100	37 71
"			79	"	1100	37 71
"			80	"	1100	37 71
"			81	"	1100	37 71
"			82	"	1100	37 71
"			83	"	1100	37 71
"			84	"	1100	37 71
"			85	"	1100	37 71
"			86	"	1100	37 71

Name of Owner	Description	Sec	Lot	Blk	Volume	Acres
C. F. Hulls subdivision of part of					48	
C. F. Hull			115		1400	37 71
"			116		1400	37 71
"			117		1400	37 71
"			118		1400	37 71
"			119		1400	37 71
"			120		1400	37 71
"			121		1400	37 71
"			122		1400	37 71
"			123		1400	37 71
"			124		1400	37 71
"			125		1400	37 71
"			126		1400	37 71
J. W. Borden	6 2 acres				4500	132 73
H. E. Barbour	3 1/2 ac. 1/2 1/2 of 6 2 acres				11200	116 13
Reuben Taylor			1	49	6500	180 24
"			2	"	6500	180 24
Mrs Taylor			3	"	6500	180 24
Brentenhoff & Denton			4	"	3300	90 12
W. H. Davis			"	"	3300	90 12
E. H. Coette			5	"	6500	180 24
A. Marsh		Sec 18	1	1	50	2500 66 36
"			2	"	"	2500 66 36
"			3	"	"	2500 66 36
"			4	"	"	2500 66 36

C. Hule's Subdivision

<i>Name of Owner</i>	<i>Description</i>	<i>Sec</i>	<i>Lot</i>	<i>Blk</i>	<i>Valuation</i>	<i>Assessment</i>
<i>M. A. Atkins</i>		<i>5</i>	<i>2</i>	<i>50</i>	<i>25.00</i>	<i>66 36</i>
<i>"</i>		<i>6</i>	<i>"</i>	<i>"</i>	<i>25.00</i>	<i>67 87</i>
<i>Bell & Stewart</i>		<i>1</i>	<i>2</i>	<i>"</i>	<i>25.00</i>	<i>67 87</i>
<i>"</i>		<i>2</i>	<i>"</i>	<i>"</i>	<i>25.00</i>	<i>66 36</i>
<i>"</i>		<i>3</i>	<i>"</i>	<i>"</i>	<i>25.00</i>	<i>66 36</i>
<i>"</i>		<i>4</i>	<i>"</i>	<i>"</i>	<i>25.00</i>	<i>66 36</i>
<i>"</i>		<i>5</i>	<i>"</i>	<i>"</i>	<i>25.00</i>	<i>66 36</i>
<i>"</i>		<i>6</i>	<i>"</i>	<i>"</i>	<i>25.00</i>	<i>66 36</i>
		<i>1</i>	<i>6 1/2</i>	<i>51</i>	<i>27.00</i>	<i>75 41</i>
		<i>2</i>	<i>"</i>	<i>"</i>	<i>27.00</i>	<i>75 41</i>
		<i>3</i>	<i>"</i>	<i>"</i>	<i>27.00</i>	<i>75 41</i>
<i>J. L. Vanderson</i>		<i>4</i>	<i>"</i>	<i>"</i>	<i>27.00</i>	<i>75 41</i>
		<i>5</i>	<i>"</i>	<i>"</i>	<i>27.00</i>	<i>75 41</i>
<i>D. Burns</i>		<i>6</i>	<i>"</i>	<i>"</i>	<i>27.00</i>	<i>76 13</i>
		<i>1</i>	<i>13 1/4</i>	<i>51</i>	<i>15.00</i>	<i>40 72</i>
		<i>2</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>
		<i>3</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>
		<i>4</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>
		<i>5</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>
		<i>6</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>
	<i>14 1/2 ft E & adjs</i>		<i>"</i>	<i>"</i>	<i>8.00</i>	<i>21 79</i>
<i>Chas Duffield</i>		<i>1</i>	<i>13 1/4</i>	<i>52</i>	<i>13.00</i>	<i>36 65</i>
<i>Ernst Klorbey</i>		<i>2</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>
<i>Nich: Schrock</i>		<i>3</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>
<i>Frank Goodrich</i>		<i>4</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>
<i>J. Cartmire</i>		<i>5</i>	<i>"</i>	<i>"</i>	<i>14.00</i>	<i>37 71</i>

Name of Owner	Description	S ^d Set	Set	Blk	Valuam	Apprent.
			6	52	1400	37 71
			7	"	1400	37 71
J. Byrne			8	"	1400	37 71
L. Sudar			9	"	1400	37 71
			10	"	1400	37 71
W. Schade			11	"	1400	37 71
"			12	"	1400	37 71
Mr M. Hamlin	N E 1/4		52	16000	451 43	
A. D. Taylor	N. W. 1/4		53	16000	453 05	
Joseph Garner		1	53	1500	42 80	
"		2	"	1600	45 25	
"		3	"	1600	45 25	
"		4	"	1600	45 25	
"		5	"	1600	45 25	
Mr. Mitchell		6	"	1600	45 25	
"		7	"	1600	45 25	
"		8	"	1600	45 25	
"		9	"	1600	45 25	
"		10	"	1600	41 31	
W. Shinn		1	511	1600	45 25	
		2	"	1600	45 25	
L. D. Sunkler		3	"	1600	45 25	
		4	"	1600	45 25	
W. Warner		5	"	1600	45 25	
Mrs Melch		6	"	1600	45 25	

Name of Owner	Description	S Lot	Lot	12th Valuation	No. of Mortgage
			7	511	1600 415 25
John Baker			8	"	1600 415 25
Henry Cropper			9	"	1600 415 25
W. J. Barron			10	"	1600 415 25
"			11	"	1600 415 25
L. Silberman			12	"	1600 415 25
C. R. Ames			13	"	1600 415 25
G. L. Taylor			14	"	1600 415 25
"			15	"	1600 415 25
W. J. Sturges			16	"	1600 415 25
"			17	"	1600 415 25
"			18	"	1600 415 25
"			19	"	1600 415 25
"			20	"	1600 415 25
			1	35	1500 412 23
			2	"	1600 415 25
			3	"	1600 415 25
			4	"	1600 415 25
Mrs. Grady			5	"	1600 415 25
E. Hughes			6	70	1600 415 25
W. H. Brown			7	"	1600 415 25
"			8	"	1600 415 25
			9	"	1600 415 25
			10	"	1600 415 25
			11	"	1600 415 25
			12	"	1600 415 25

Name of Owner	Description	Lot	Sec	Blk	Value	Assessment
			13	33	1600	45 25
			14	"	1600	45 25
			15	"	1600	45 25
			16	"	1600	45 25
			17	"	1600	45 25
			18	"	1600	45 25
			19	"	1600	45 25
			20	"	1600	45 25
D. W. Rowley			1	56	3200	90 65
"			2	"	1600	45 32
Nathan Fye			"	"	1600	45 32
"			3	"	3200	90 65
E. Cooper			4	"	3200	90 65
"			5	"	3200	90 65
C. Johnson			6	"	1600	45 32
John Hartwig			"	"	1600	45 32
E. D. Ely			7	"	3200	90 65
W. Whiting			8	"	1600	45 32
Wm W. Doughty			"	"	1600	45 32
"			9	"	3200	90 65
			10	"	3200	90 65

Union Park Addition to Chicago
City of Chicago.

Union Park

30000 767 115

\$31000.00



"State of Illinois }
City of Chicago }
S. P.

I do hereby certify that the foregoing Assessment Roll was returned to me and filed in my Office by the Commissioners this second day of Sept: 1858

H. Kreisman, City Clerk

"W. Marble."

Assessment Notice.

"City Clerk's Office, Chicago,

September 2nd 1858.

"Public Notice is hereby given to all persons interested that the Commissioners appointed by the Common Council of the City of Chicago to assess the sum of Thirty one thousand dollars upon the real Estate in the West Division deemed benefited by macadamizing West Lake Street from Halsted Street to the City limits have completed this assessment and made return thereof to my Office. Any person wishing to appeal from said assessment must file their objections in writing in my Office on or before Monday the 13th day of Sept: 1858 at 7 o'clock P. M. at the Common Council will at that time in the Council Room hear all objections to said Assessment and revise and confirm or annul the same.

H. Kreisman, City Clerk."

"This certifies that the appended Notice has been published in the Daily Democrat, the Corporation Newspaper of the City of Chicago County of Cook and State of Illinois, ten days consecutively commencing with Sept: 3rd 1858,

Chicago

December 28th 1858.

John Wentworth, Publisher

By C. L. Reed."

Order of Confirmation.

"In Common Council October the 11th 1858.

"Whereas due Notice has been given by the City Clerk of the return of the foregoing Assessment Roll and objections thereto having been filed and overruled it is therefore Ordered that the said assessment as revised by the Common Council, be and the same is hereby confirmed. It is further Ordered that a Warrant be issued for the collection thereof returnable in Thirty days after its date.

Passed.

"Wm: Warrant issued October the sixth 1858."

"To all of which the said defendant objected but which objection was overruled by the Court to which ruling the defendant then and there accepted.

And thereupon to sustain his defence said defendant introduced in evidence the following Contract

"Chicago May 15th 1858.

"Articles of Contract and agreement made and entered into between John L. Evans of the City of Chicago, State of Illinois of the first part and owners of lots and parts of lots and lands fronting upon West Lake Street from the West line of Halsted Street West to the City limits parties of the second part

Witnesseth 1st That party of the first part for and in consideration of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, and a further and more valuable ~~in~~

consideration hereinafter to be mentioned hereby agrees and binds himself his heirs, executors administrators and assigns to Macadamize that part of West Lake Street above described in the manner if and accordance with the following specifications, viz:

The Roadway between the West line of Halsted Street and the West line of Morgan Street to be properly graded thirty four feet wide (34 feet) and crowned ten inches by drawing the dirt from the sides and ditches of the Street, towards the Centre thereof, and Macadamizing thirty two (32) feet wide and crowned ten inches in the Centre with stone Eighteen inches in depth on the average and broken and distributed as follows, viz: The first or Eight inches in depth to be broken so as to pass through a four inch and the next five inches to be broken so as to pass through a two and one half inch ($2\frac{1}{2}$) ring, and the next five inches or top layer to be broken so as to pass through a two and one quarter ($2\frac{1}{4}$) inch ring.

2ndth The Roadway between the West line of Morgan Street and the City limits to be properly graded Twenty eight (28) feet wide and crowned eight (8) inches by drawing the earth from the sides or ditches of the Street towards the Centre thereof and macadamizing twenty four (24) feet wide and crowned eight (8) inches in the Centre with stone fourteen (14) inches in depth on the average and distributed and broken as follows, viz: The first or lowest six (6) inches in depth to be broken so as to pass through a four (4) inch ring, and the balance eight (8) inches or top layer to be broken so as to pass through a two and one quarter ($2\frac{1}{4}$) inch ring. All of the said work to be done in a good and substantial

manner and under the direction of N. S. Bouton Esq, ^{Superintendent}
of Public Works, and to be completed in or about the first day of
December A. D. 1855.

The parties of the second part hereby agree and covenant
to pay to party of the first part his heirs executors or assigns in
good and lawful money for and in consideration of the above
mentioned work being performed in front of their respective lots
and blocks (as may hereafter appear set off to their respective
proprietors) according to the aforesaid specifications the sum of
Two dollars and fifty cents per lineal foot for each side or half of
that portion of the said Lake Street as lays between the West side
line of Halsted Street and the West line of Morgan Street. And the
sum of One dollar and thirty cents per lineal foot for each side
or half of that portion of the said Lake Street as lies between the
West line of Morgan Street and the City limits, it being ~~hereby~~ agreed
and understood that the party of the first part is to receive five
dollars per lineal foot for macadamizing that portion of the Street
which is to be made thirty two feet in width, and Two dollars &
sixty cents per lineal foot for that portion of the said Street which
is to be macadamized twenty four feet wide, and as further
consideration they agree and here bind themselves heirs executors
and assigns to pay their proportion of the cost at the above rate per
lineal foot for Macadamizing of the intersections of the various
Cross Streets in accordance with the custom of agreements usually
made by Order of the Common Council of the City of Chicago in
such cases, the said consideration money to be paid as follows
viz:

Two thirds of the whole amount to be paid in semi-annual
instalments from the commencement of the work till such work
shall be completed in front of their respective lots or blocks and
the remaining one third when the work in front of their respective
lots or blocks is finished. And further that in case of default
being made in any of the payments as above named, and at
the completion of each block ten per cent interest shall be added
or paid upon all sums remaining unpaid.

And finally it has been especially agreed and understood
that whereas it will be necessary hereafter for the Common
Councils of the City of Chicago to permit the said Street to be
improved as aforesaid and to Order an assessment for the same
so as to reach and compel all of the property benefited thereby to
pay its due proportion of the Cost of said improvement, that the parties
of the second part hereto agree to pay in addition their due
proportion of the Cost or expense of making out and levying
said assessment, and this Agreement or Contract shall in no wise
affect the Validity of the same. The party of the first part
hereby agreeing to and with the said City of Chicago to take
and receive the said Assessment roll when duly and lawfully
Ordered and made out and approved by the said Common Councils
and give the parties of the second part hereto respectively credit
upon the same for so much money as may have been paid by
them respectively from time to time and that he will look to the
said Assessment roll for his remuneration of the work to be done.

In testimony whereof the said John C. Evans, party of
the first part has this, the day and year first above before

affixed his hand and seal.

John L. Evans. (Seal)

And the parties of the second part affixed their hands and seals opposite to the various lots, parts of lots and blocks which they do own or represent fronting upon the aforesaid Lake Street.

Carpenters Addition.

Lots	Block	Feet	Owners
	22	150	Stephen F. Gale. responsible only for my own property and to pay a fair proportion of the whole sum as the work progresses in semi-monthly parts.
	21	231	
	36	100	
1/2 3, 11, 5	32	125	Isaac Shelby Jr. Attorney for Owners
" 11, 5	31	126	" " " "
16	19	50	" " " "
E 1/2 1	33	25	James Ward
W 1/2 11	19	15	John Davis
13			
E 1/2 3	30	25	S. S. Hayes
6	27	50	C. B. Farnell
4	31	50	responsible for only own property.
1	31	50	
11	33	50	Caleb Morgan
	33	50	D. Richards
	23	250	A. J. Miller
27 + 28	22	50	L. Eugene Davids
11		50	Emmad Oberg
13	25	50	L. Eugene Davids

Lots	Block	Feet	Owners
	39	350	Phil Carpenter
6 & 10 p. of 9	311	40	E. A. Webber
15	27	50	W. A. W. Webber
W 42 8	36	150	William W. Doughty
9 & 11	36		This belongs to Geo. J. R. Taylor.
15	23	50	J. Mason Parker
16	23	50	" "
13	20	30	B. W. Raymond
W 42 2	36	25	William Dreyer
3	31	25	John A. Anderson
12 & 13	19	74	
2	311	50	J. W. Williams
1	31	50	J. B. Byaque
2	31	50	provided gas & water are put in
1	32		
2	32	125	J. Greenbaum Sr
111	21	50	Glenn Perlat
<u>Section 7 Town 39 Range 14.</u>			
1	49	119 1/2	W. R. Givens
E 12 1/2 p 2	49	12 1/2	" "
W	2	49	107
3	49	119 1/2	L. M. Givens
E 1/2	11	49	60
W 42	11	49	60
21223-12		119 1/2	Emeline Castle
100 of Lake St.	46	600	Spencer Shelby & agent & others for owners

Lots	Block	Feet	Owners
3 E 4 1/2	51	51	Reuben Taylor
6 "	51	41	" "
5 "	51	51	J. S. Van Duzer
14 "	51	51	L. A. Ward
7 7 1/2	53	251	A. D. Taylor
63 + 64	111	61	" "
7 1/2	113	311	James German
E 11 ft.	113	66	James German, Guardian for William Carter
31 ft.	115	31	" " " "
	115	96	John N. West
	111 117	51	Wm McGraw
	77 111	31	S. B. Walker
	78 111	31	
	79 111	31	
	81 111	31	James B. Walker
	119 112	115 1/2	
Sub Block 2. 11	51		
" " 2.5	51	132	Wm Scott Stewart
" " 2.6	51		
Sub Block B	51	251 1/2	H. A. Marsh
12.7 + 4		176	
	118	79	Cleveland & Russell
E 4 1/2 7 1/2 51		151	L. B. Thomas, for A. Thomas.
7 1/2 51		151	L. B. Thomas
	37 117		Grant Gierisch,
	38	151	
	39		
	118	25	W. B. Hancock responsible for
11 1/2 12	52	51	Wm. Sakade
6 1/2 7	54	61	James F. W. Walsh.

Lots	Block	Feet	Owners.
55	118	50	John H. Audron
1. 2. 3 4 14	53	100	Harry Tullager
117	118	25	Andrew J. Grady
118	118	25	Wm Reese
116	118	25	E. J. Colby
3	52	25	Nicholas Schinrock
	53	22	A. Hitchcock
3	54	30	James D. Sinclair
1	511	29	Thomas Meliff
8	511	30	John Baker
2	50	30	Thomas Ashman
8	52	25	Terence Byrne
5	56	30	Thomas Grady
61	111	35	John Brinton
8	110	90	James Young
56	113	46	John Corbridge
	110	30	John Rippen
6	55	30	Edward Hughes
117	118	25	D. D. Evans
62	111	25	Nicholas Hoyt
Almon Park Addition			
5	1	50	Rubin Taylor
6		50	" "
7		53	" "
8	1	90 ⁵ / ₁₁	S. S. Hayes
11	1	50	John J. Starr
3	1	50	" "
2	1	50	" "
1	52	25	Lawrence Jordan
Sawyer Addition			
7	1	50	W. S. Schuster Dr.
8	1	50	" " " "
13	2	56	" " " "

"For and in consideration of the sum of One dollar to us in hand
paid the receipt whereof is hereby acknowledged we do hereby
become parties for John L. Evans and bind ourselves his
Executors administrators and assigns that he will carry out and
fulfil all of the Covenants by which he is bound in a contract
attached hereto (and of which this instrument is made a part)
for Macadamizing with Prairie Stone, West Lake Street from
Halsted Street west to the City limits - As witness our hands
and seals at Chicago, Illinois, on this the 28th day of May
A. D. 1858."

Reuben Taylor (Seal)

Wm. Carpenter (Seal)

L. M. Taylor (Seal)

W. R. Grounds (Seal)

The defendant then called as a witness Reuben Taylor
who being first duly sworn testified that he could not certainly
state how much of said Lake Street was Macadamized by the
19th day of June 1858, some if it was Macadamized - but
not one quarter he should think - That by the 19th of July one
block or more was done, but he can't say how much more.

John Evans. was then called who being sworn testified that by
the 19th day of July 1858 he should think one block or more of
Lake Street was Macadamized - thinks some work was done in
other blocks West. On the 12th day of August thinks the day
of date of Contract with the City, three blocks were finished and
some other work done, can't say how much - the blocks finished

76.

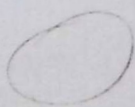
were the blocks next West of Halsted Street - says that he does not consider that he did the work under the Contract with the property owners, considered the Contract as a petition to the Council to have the work done - Had no Contract with any one else before he made the Contract with the City - was never released from the Contract by the property holders - He called on property owners to pay for work done under said Contract with them, S. J. Gale paid him on such work & yet of another person paid him something, others called on refused to pay - He demanded pay of persons who signed the Contract - Never called on Mr. Goodrich for pay under said Contract.

The said City then introduced in evidence the following as an estimate of City Superintendent.

The City Superintendent of Public works under a requisition from the Committee on Streets and Alleys of the West Division submits the following as an estimate of the Cost of Macadamizing West Lake Street from the West line of Halsted Street to the City limits - the whole to be done according to the Specifications set forth in the Contract for paid work between John L. Evans and the owners of the property interested in paid improvement viz: Which Specifications are herewith submitted.

From West line of Halsted Street to west line of Morgan Street 1264 feet linear at \$5 per Contract \$6320.00
Engineering. Sept 25

130.00
\$ 6450.00



From West line of Morgan Street to City limits
 959 feet (linear) at \$2.60 per Contract . . . 24,934.00
 Engineering Supt to see . . . 316.00
 \$25,250.00
 \$31.000.

Dated Chicago, July 14th 1858.

W. S. Bouton, Superintendent.

Also a Contract made between the City of Chicago and John Evans for Macadamizing West Lake Street viz^t:

" This agreement made and concluded the 12th day of August 1858 between John A. Evans of the City of Chicago Cook County and State of Illinois party of the first part and the City of Chicago, party of the second part - Witnesseth That the said Evans for and in consideration of the payment to be to him made by the said City of Chicago as hereinafter mentioned, hereby covenants promises and agrees to grade and Macadamize West Lake Street (in said City) from the West line of Halsted Street to the West limits of the said City of Chicago, in manner following that is to say.

The said Lake Street from the West line of Halsted Street to the West line of Morgan Street shall be well graded Thirty four feet wide, crowned ten inches in center by throwing up the dirt on either side of the roadway; the roadway shall be macadamized thirty two feet wide and Eighteen inches deep on the average, the Stone to be of a good hard quality of lime stone and broken and spread upon said roadway in three separate courses; the first

or bottom course to be eight inches deep, broken to a maximum diameter of four inches; the second course to be five inches deep and broken to two and one half inch maximum diameter, the third or top course to be five inches deep, and broken to two and one quarter inch diameter, the top surface to be crowned $\frac{1}{4}$ inches in center. The roadways of all intersecting Streets, from the grading of macadam to the surface of cros Streets shall be graded so as to make an easy way for loaded teams -

The roadway of said Lake Street from the West line of Morgan Street to the West limits of said City shall be well graded (by throwing up the ditches) twenty eight feet wide, and properly crowned; said roadway shall be macadamized twenty four (24) feet wide, with prime fine stone fourteen inches deep, spread in two separate courses; first course to be six (6) inches deep and broken to four inches diameter; the top course to be eight inches deep and broken to a two and one half quarter inch maximum diameter.

The said Evans further covenants and agrees to perform all of said work under the immediate supervision and direction of the Supt of Public Works of said City and to his entire unconditional satisfaction, approval and acceptance and when the whole job completed in or before the first day of December A.D. 1888.

The City of Chicago hereby covenants and agrees to pay to said John C. Evans for said work the sum of Thirty thousand five hundred and fifty four ⁰⁰/₁₀₀ dollars payable semi monthly as the work progresses upon estimate to be made by said Supt.

reserving ten per Centum until the whole job shall be completed and accepted by said City. Provided no payments shall in any case become due or payable to said Evans upon this agreement, except as said City shall be in funds from the avails of an assessment levied for said improvement, nor shall said City be liable for any delay in collecting such assessment.

In testimony whereof the said John C. Evans has hereunto set his hand and seal, and the said City of Chicago caused the signatures of the Mayor, Comptroller and Clerk and the Corporate Seal of said City to be hereunto affixed this day and year first above written.

John C. Evans

(Seal)

John C. Harris Mayor.

Saml. D. Ward Comptroller.

Attest. H. Kriesman."

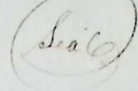
Which was all the evidence introduced by the parties in the above Cause.

And thereupon the said Court rendered a judgment against said lots and parcels of land generally for the amount of the said assessment and costs and also ten per Cent in addition thereto.

To which finding and judgment of said Court the said defendant as owner of said lots and parcels of land then and there accepted and prays the Court to sign and seal this his Bill of Exceptions. Signed and sealed by

me this 21th day of February 1859 in open Court.

John Mc. Wilson

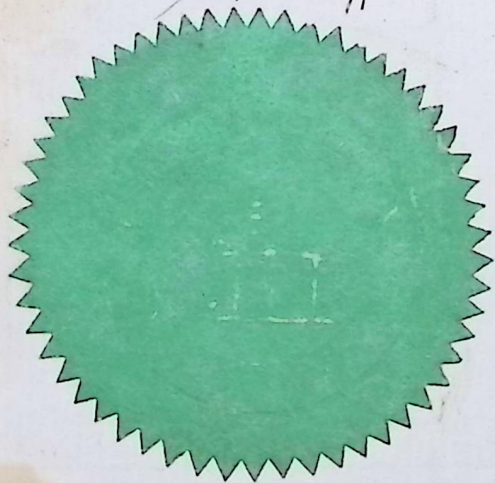


State of Illinois
Cook County. ss

I Walter Kimball Clerk of the Cook County Court of Common Pleas within and for the County and State aforesaid do hereby certify the foregoing to be a true and correct Transcript of the Collector's Report, Warrant Aforesaid, Roll, Return, Notice of Sale, Appeal Bond and Bill of Exceptions together with the Order of Judgment entered of Record in said Court in a certain suit therein, wherein The City of Chicago is Plaintiff and Richard H. Pease and others, defendants.

In testimony whereof I the said Walter Kimball have hereunto set my hand and affixed the Seal of said Court at Chicago this twenty eighth day of March A.D. 1859.

Walter Kimball Clerk



241-123
State of Illinois
Cook County Court of
Common Pleas.

The City of Chicago

vs.

Richard H. Pease Esq. *Appellee*

Record.

Filed April 20, 1887.
L. Leland
Clerk

Goodrich
45. per R.

Trans: \$24.00
Cash paid to
\$211.50 Paid by J. H. Kelly

233- 114

234 - 115

235 - 116

238 Supreme Court of Illinois.

243 - 118

THIRD GRAND DIVISION.

April Term, A. D. 1859.

80 RICHARD C. BRISTOL, vs. CITY OF CHICAGO.

SILAS McBRIDEvs.....Same.

114 PHILIP F. W. PECKvs.....Same.

115 JOSEPH N. BARKERvs.....Same.

116 RICH'D J. HAMILTONvs.....Same.

117 WILLIAM B. OGDENvs.....Same.

HENRY McAULEYvs.....Same.

RICHARD H. PEASEvs.....Same.

118 CITY OF CHICAGO.....vs.C. R. STARKWEATHER.

EZEKIEL MORRISON..vs. CITY OF CHICAGO.

DAVID GIBSON.....vs.....Same.

APPEAL

Paper FROM THE 27-30

COOK CO. COURT

or

COMMON PLEAS.

POINTS FOR DEFENDANTS IN ERROR.

E. Anthony-

RELATING TO SPECIAL ASSESSMENTS.

MUNICIPAL CORPORATIONS.

The word "municipium" is derived from the Latin "*munus*"—office or honor, and "*capere*"—to take. In Roman law, a foreign town, to which the freedom of the city of Rome was granted, and whose inhabitants had the privilege of enjoying offices and honors there ; a free town ; a free or privileged town ; one that had the right of being governed by its own laws and customs.

Adams' Roman Antiquities, 44-77.

From this is derived the Latin word "municipalities," and the English word "municipal."

Municipal corporation—A public corporation ; a corporation created by government for political purposes, and having subordinate legislative powers to be exercised for local purposes, such as a county, city, town or village.

Burrill's Law Dictionary, 2 vol. 732.

Kent's Commentaries, side paging, 275; top paging, 304.

A *public corporation* is defined to be an investing the people of a place with the local government thereof. This latter description is the most appropriate, and is justified by the history of these institutions and the nature of the powers with which they were and are invested. The forming of cities into communities, corporations or bodies politic, and granting them the privileges of municipal jurisdiction, contributed more than any other cause to introduce regular government, police, and arts, and to diffuse them over Europe. Some of the cities assumed the necessary privileges and formed themselves into bodies politic under a government established by common consent. Others purchased them from their superiors or acquired them gratuitously from the generosity of the prince and to enable him to counterbalance the powers of the aristocracy.

The feudal government had degenerated into a system of oppression, and the great body of the people were subjected by the power of princes or superior lords to the most degrading and intolerable servitude. Many of the English charters incorporating cities and towns were likewise acquired by means of an appeal either to the fears, avarice, necessities or generosity of the Crown, and like those on the continent are to be viewed, as they in truth are, in the nature of a bill of rights. It was the acquisition of such liberty conceded by or extorted from a sovereign claiming nearly absolute power; and hence the idea of inviolability so generally and justly attached to them. They were constitutional charters which the Crown could not encroach upon without violating the freedom of the subject. Most, if not all the leading cases in the books, involving the question of the inviolability of these charters, in the English Courts, arose between the *prerogative* of the *Crown* and the corporation. The right or power of *Parliament* in England, or of the Legislature here, to interfere with these bodies, created as auxiliaries to be employed in the government of the State, would present quite a different question.

The People v. Morris, 13 Wend. 334.

4 Wheaton 640.

15 Monroe 651.

15 New York 521.

DISTINCTION BETWEEN PUBLIC AND PRIVATE CORPORATIONS.

The distinction between public and private corporations is strongly marked, and, as to all essential purposes, they correspond only in name. We speak of the erection of a town or county, and the term would be just as appropriate when applied to cities or villages. They are severally political institutions, erected to be employed in the internal government of the State. There is no contract between the government and governed, for but one party is concerned—the public; and the inhabitants, upon whom the powers and privileges are conferred, are mere trustees, who hold and exercise such powers for the public good. The only interest involved is the public interest; and no other is concerned in their creation, continuance, alteration or renewal. The nature and operation of these corporations repudiate the idea of vested rights, and therefore no evil arising out of them could have influenced the convention. *We know of no vested rights of political power, in any citizen or body of citizens, except those conferred by the Constitution.* That is our bill of rights, and is analogous to those granted to kingdoms or minor communities, such as towns and cities, by princes and superior lords on the continent, or by the Crown of England.

Private corporations are the private property of the corporators. They are designed to regulate private interest. Large investments are made in pursuance of their authority, and the tenure by which such corporate property is held is like that of an individual to his farm or personal estate; and an invasion of such corporate power is like a violation of private right.

One of the strongest reasons why these private corporations should be cautiously granted arises from the inviolability of the rights acquired under them; for notwithstanding the reserved power in the charter to modify or repeal, an interference seriously affecting this species of property

is calculated to shake public confidence in the security of these corporations generally, and might—and probably would—be immediately disastrous, to the property invested under their faith, in the particular instance in which the Legislature exercised its reserved power. This wide distinction was well known to the members of the convention and shows that the clause in the constitution may be fully satisfied by confining its operation to the case of private corporations. Nor can it be admitted that it was intended to restrict the action of the Legislature, in the municipal regulations of the State, as to one place more than another, or that less latitude was to be given to such regulations, in the government of the citizens residing within the bounds of cities and villages, than of those residing in towns and counties. The nature and object of the power exercised and the claims of those concerned are alike, and it is difficult to discover any solid reason for the distinction.

All our public laws, civil and criminal, however important or severe their operation, enacted for the good government of the people throughout the State, are passed by *majority votes*; and it would be inconceivably strange, if laws passed with a view to a more perfect government of a particular place—(laws better adapted to the organization of society and the business and condition of the governed residing in small districts)—should depend upon a different and greatly restricted rule of action on the part of the Legislature.

The People v. Morris, 13 Wend. 337.

The People &c. v. The Mayor of the City of N. Y., 25 Wend. 684.

City of Louisville v. Pres. & Trustees of &c. 15 Monroe 642.

SPECIAL ASSESSMENTS.

I.

WHAT IS AN ASSESSMENT.

"An assessment is doubtless a tax, but the term implies something more, it implies a tax of a particular kind, predicated upon the principle of *equivalents* or benefits, which are peculiar to the persons or property charged therewith, and which are said to be assessed according to the measure or proportion of such equivalents. Whereas, a simple tax is imposed for the purpose of supporting the government generally, without reference to *any special* advantage which may be supposed to accrue to the persons taxed."

Ridenow v. Saffin, 1 Handy, Superior Court, of Cincinnati, 473.

Canal Trustees v. City of Chicago, 12 Ill. 406.

Higgins v. City of Chicago, 18 Ill. 281.

Matter of Mayor of New York, 11 Johns. 77.

Bleecker v. Ballou, 3 Wend. 264.

Sharp a. Spier, 4 Hill, 77.

The State v. the N. O. Navigation Co. 11 M. R. 324.

Worsley v. the 2d Municipality of N. C. 9 R. R. 333.

Lafayette v. Orphan Asylum, 4 Ann, 2.

Cainly v. Copley, 2 Ann, 329

15 Wend. 376.

2 Louisiana, 338.

13 Penn. 107.

14 Ohio, 541.

14 Ohio, 141.

The power of assessing property for benefits conferred, was an accustomed and acknowledged power of the Parliament of Great Britain, for 400 years and took the place of the crown.

Matter of 4th Avenue, 3 Wend. 452, (a).

Viner's Abridgment—Title Sewers.

Comyn's Digest—"Sewers."

See Callis on Sewers.

II.

The right of eminent domain may be delegated by the Legislature to a municipal or other corporation—and when it is so delegated, such cor-

porations act judicially, and the proper mode to review their proceedings is by *certiorari*.

Heyward v. Mayor of N. Y. 3 Selden, 214.

State v. Jersey City, 1 Dutcher, 310.

Buffalo & N. Y. R. R. Co. v. Brainard, 5 Selden, 109.

City of Chicago v. Rock I. R. R. Co. 20 Ill. 286.

City of Louisville v. Pres. and Trustees of University, 15 Ky. 642.

Cole v. City of Peoria, 18 Ill. 303.

Russell v. Mayor of N. Y. 2 Denio, 488.

Though the Constitution secures the right of the citizen, to a just compensation for his property, before it shall be taken for public use, yet the Legislature has the right to prescribe the mode in which that compensation shall be ascertained and determined.

Henderson & Nashville R. R. Co. v. Dickenson, 17 Kentucky, 177.

The State has a supreme and controlling power over the property of individuals, and can confer upon her subordinate jurisdictions both municipal and judicial, the right to take private property for the purpose of opening streets and roads, &c., when, in their opinion, it is demanded by the public welfare or convenience—and when property is thus taken accompanied by an adequate provision for indemnification of the injured party—the appropriation is legalized by the fact that it has been taken for a public purpose, under the authority and sanction of the State.

Alexander, et al. v. the Mayor of Baltimore, 5 Gill, 393.

Burgess v. Puc, 2 Gill 11.

Livingston v. Mayor of N. Y. 8 Wend. 101.

Wiggins v. Mayor of N. Y. 9 Paige, 23.

In *Emsbury v. Conner*, 3 Comstock, 525, the Court say, that :

“The whole proceeding is but a mode adopted by the State to exercise its right of eminent domain, through a power confided to the corporation of the City of New York or its officers. The confirmation of the proceedings taken under the statute, in no sense can be deemed an adjudication upon the effect of these proceedings. The order of confirmation has the effect merely to conclude the parties, in respect to the regularity of the proceedings taken preliminarily, in order to transfer the title of the owner of the lands proposed to be taken to the corporation, and does not, as I have before remarked, conclude either party in respect to the question as to the effect.”

JUDICIAL ACT.

The assessment of property, is a *judicial act*, and can be reviewed upon *certiorari*.

Prosser v. Secor, 4 Barb. 608.

Van Rensselaer v. Witbeck, 7 Barb. 133.

Vail v. Owen, 19 Barb. 22.

Brown v. Smith, 24 Barb. 419.

Bouton v. the City of Brooklyn, 15 Barb. 385.

Hill & Aldrich v. The Mohawk & Hudson R. R. Co. 3 Sel. 152.

Matter of Third Street, 6 Cowen, 571.

The act of a municipal corporation, in confirming an assessment for grading an avenue, is an exercise of judicial authority: and the proceedings may therefore be removed into the Supreme Court by the common law writ of *certiorari*, for review.

People v. Mayor of Brooklyn, 9 Barb. 535.

In the case of *The Albany and West Stockbridge Railroad Co. v. The Town of Canaan, et al.* 16 Barb. Rep. 244, the court decided that it was the duty of assessors to estimate and assess that section of a railroad which lies within their town at its full and true value. In ascertaining this value, the superstructure and fixtures and everything annexed to the land are to be taken into the account. But whether the stock of the company is above or below par, or whether the business of the road is productive or unproductive, are questions with which the assessors have nothing to do. *So long as the assessors confine themselves within the above rule, however grossly they may err in their estimate, their valuation is conclusive. Like the verdict of a jury, the amount is not to be questioned.*

The tax based upon the assessment is like a judicial sentence, and can only be attacked for fraud, or an excess of jurisdiction.

Huggins v. King, 3 Barb. 616.

It is not the province of the court, any more than of the commissioners, to inquire into the policy or expediency of the improvement ordered by the corporation, though doubtless a *certiorari* would lie for want of jurisdiction or error. The power vested in city authorities in

laying out streets and ordering public improvements, and assessing property and selling the same in case the assessment is not paid, is a judicial power, and can be reviewed upon *certiorari*.

Parks v. City of Boston, 8 Pick. 217.

In the matter of Albany street, in New York, 11 Wend. 148.

In the matter of Canal street, 11 Wend. 155.

COMMON COUNCIL.

Assessments are levied by the Common Council.

The powers of a Common Council are two-fold.

I. They are legislative and ministerial.

II. Judicial.

COMMON COUNCIL.

The Common Council is a legislative body, charged with interests and duties of great magnitude and importance : and its action is necessarily more like that of a legislature than like an individual.

Suarez v. Mayor of New York, Sandf. 174.

The Common Council being a legislative body, a court has no right to interfere with their legislative discretion, unless they attempt, under

color of passing laws, illegally, wantonly and corruptly to trample upon rights and sacrifice interests which they are specially bound to watch over and protect.

Davis v. Mayor of New York, 1 Duer, 498.

Hodges v. City of Buffalo, 2 Denio 140.

Halstead v. Mayor of New York, 3 Comstock 430.

The City of Chicago has power, by its charter, to order public improvements to be made; and the Common Council are the judges of the necessity, the mode and the manner of the improvement; and it is not the province of the Supreme Court to revise their judgment or examine their motives. 2

Waddell v. The Mayor of New York, 8 Barb. 95.

In the matter of Beckman street, 20 Johns. 273.

In the matter of Livingston street, 18 Wend. 556.

Patchin v. Trustees of Brooklyn, 2 Wend. 377.

**Buell v. Trustees of Lockport*, 11 Barb. 605.

The People v. The Supervisors of Westchester, 4 Barb. 65.

**Le Roy v. The Mayor, etc. of New York*, 20 Johns. 439.

**The People v. The Mayor of New York*, 5 Barb. 45.

NOTA BENE.—**Clark v. City of Rochester*, 24 Barb. 447.

Swift v. The City of Williamsburg, 24 Barb. 427.

Milhan v. Sharp, 17 Barb. 431.

Adriance v. The Mayor of New York, 1 Barb. 19; 10 Morly 549.

**The Methodist P. Church v. Mayor of Baltimore*, 6 Gill 391.

Richardson v. Mayor and City Council, 8 Gill 439.

Alexander et al. v. The Mayor, etc. of Baltimore, 5 Gill 383.

Laws which give to municipal or other corporations the right of taxation are *pro tanto* of sovereign power.

Mason v. Police Jury of Tensas, 9 Louisiana, 368.

The Corporation of the City of Chicago has exclusive right to control and regulate the use of the streets in the city. In this respect it is endowed with legislative sovereignty ; and the exercise of that sovereignty has no limit so long as it is within the objects and trusts for which the power is conferred.

An ordinance regulating a street is a legislative act, entirely beyond the control of the judicial power of the State.

Milhan v. Sharp, 17 Barb. 435.

Alexander et al. v. The Mayor, etc. of Baltimore, 5 Gill 383.

Whether the assessment is just or not is not a question for us ; it is whether it is lawful — whether the property was liable to assessments, and whether the assessment has been legally levied.

Owners of Ground v. Mayor of Albany, 15 Wend. 377.

The proceedings of the Common Council of the City of Chicago are public and must be taken notice of by all persons.

Swift v. City of Williamsburg, 24 Barb. 427.

The Methodist Church v. Mayor of Baltimore, 6 Gill, 391.

The People v. City of Rochester, 21 Barb. 669.

Suarez v. Mayor of New York, 2 Sandf. Ch. 181.

II II II.

As the Common Council act judicially, in taking private property for public use—and as the statute, governing their proceeding, makes their confirmation of an assessment “*final and conclusive*,” their proceedings cannot be inquired into by writ of error or appeal—from an application made by the collector of the city—for judgment on delinquent lots and lands.

The charter of the City of Chicago (Municipal Laws, page 38) SEC. 1, chapter 71, entitled “Assessments for Public Improvements,” provides that “The Common Council shall have power, from time to time—*First*, To cause any street, alley or highway to be *graded, leveled, paved, macadamized or planked*, from time to time,” &c.

SEC. 2d, of same chapter, provides that, “The expenses of any improvement mentioned in the foregoing section (except sidewalks and private drains) shall be assessed upon the real estate, in any natural division, benefited thereby, with the costs of the proceedings therein, in proportion, as nearly as may be, to the benefits resulting thereto: Provided, such assessment shall not exceed three per cent. per annum on the property assessed.”

SEC. 3. The amount to be assessed (except in cases above referred to) determined by Common Council—they shall appoint by ballot, by a majority of Aldermen authorized to be elected, three reputable freeholders to make such assessment. These commissioners shall be sworn to discharge their duty faithfully.

SEC. 4. Before entering on their duty, these commissioners shall give six days notice, in the corporation newspaper, of time and place of meeting, to all persons interested, and they may, if necessary, adjourn from day to day. The commissioners shall assess the amount directed by the Common Council to be assessed, on the real estate by them deemed

benefited by any such improvement, in proportion to the benefit resulting thereto, as nearly as may be, and briefly describe in the assessment roll to be made by them the real estate in respect to which any assessment is made, and the value thereof.

SEC. 5. If these commissioners shall deem that any one will sustain damages over and above the benefit to his property by any such assessment, they may assess upon the real estate a reasonable compensation to such owner; such sum to be added to their assessment roll.

SEC. 6. After finishing their assessment, they shall deliver the same to the City Clerk, within forty days after their appointment, signed by all the commissioners. The clerk shall *then* publish a notice in corporation newspaper for six days, to all persons interested, of the completion of assessment and filing of roll. Time and place shall be named for hearing objections.

SEC. 7. Any person interested may appeal to the Common Council for the correction of the assessment. Appeals shall be made in writing, and filed in the Clerk's office, within ten days after the first publication of said notice. The Council may adjourn such hearing, from day to day, and shall have power, in case of appeal or otherwise, in their discretion, to revise and correct the assessment, and confirm or annul the same, and direct a new assessment to be made, in the manner herein before directed, by the same commissioners or by three others, *which shall be final and conclusive on all parties interested, if confirmed*. When confirmed, the assessment shall be collected as in other cases, and no appeal or writ of error shall lie in any case from such order and determination.

If any assessment be set aside by order of any court, the Common Council may cause a new one to be made, in like manner, for the same purpose, for the collection of the amount so assessed.

This statute, which declares that the report of the commissioners *when confirmed* by the Common Council, shall be *final and conclusive upon all*

persons—means exactly what it says—and is a restriction upon the limit and extent to which litigation should be permitted, on a mere question of appraising the value of land to pay for public improvements, and to confine it to the several steps and hearings expressly permitted by the act.

New York Central R. R. Co. v. Marvin, 1 Kernan, 278.

Chief Justice Gardiner, in the case of *Matter of Canal and Walker streets*, 2 Kernan, 412, says :

“The language of the statute in reference to a court clothed with such authority would be senseless, if not construed as it reads; that in cases of assessment for opening and widening streets, their orders and judgments should be ‘final and conclusive upon all persons interested whomsoever.’ ”

Such is the case before us.

See also—

Matter of the Application of the Mayor of New York relative to extending and re-opening Third street, 6 Cowen 571.

In the matter of Pearl street, 19 Wend. 651.

“ “ *William and Anthony streets*, 19 Wend. 678.

“ “ *Mount Morris Square*, 2 Hill, 14.

“ “ *Mayor of N. Y., extending Beckman street*, 20 Johns. 268.

Stafford v. The Mayor of Albany, 6 Johns. 4.

“ “ “ “ 7 Johns. 541.

Corporation of N. Y. v. Dover street, 18 Johns. 505.

NOTA BENE.—**Hawkins v. Trustees of Rochester*, 1 Wend. 54.

People v. Corporation of Brooklyn, 1 Wend. 318.

7 Wheat. 218.

**LeRoy v. The Mayor*, 4 Johns. Ch. 354.

Mayor of City of New York v. Colgate, 2 Duer 4.

NOTA BENE.—*Embury v. Conner*, 3 Comstock 513.

In the matter of opening Livingston st. in Brooklyn, 18 Wend. 556.

Clark v. Brown, 18 Wend. 213.

**Buell v. Trustees of Lockport*, 11 Barb. 602.

Matter of Anthony street, 20 Wend. 618.

Doughty v. Hope, 3 Denio 599.

**Murray v. Graham*, 6 Paige Ch. 624.

Matter of Wall street, 17 Barb. 617.

**Graff v. Mayor of Baltimore*, 10 Maryland 544.

Harrington v. Commissioners of Berkshire, 22 Pick. 263.

21 Pick. 260.

4 N. H. 517.

Gott v. Carr, 6 Gill & Johns. 312. 2 Greenleaf, 179.

Hamilton v. Annapolis & Elk Ridge Railroad, 1 Md. 567.

1 Md. ch. Dec. 109.

8 G. & J. 443.

8 Md. 7.

2 H. & G. 50.

22 Pick. 263.

21 Pick. 260.

4 Barb. 64.

2 Greenleaf 179.

4 N. H. 517.

5 Adol. & Ellis 814.

3 Mylne & Craig 440.

9 Excheq. 402.

6 Gill 391.

8 Gill 443.

10 Pet. 449.

4 How. 404.

3 Metcalf 381.

2 Eng. Rail. cases 1.

19 Barb. 263.

15 Eng. Law and Eq. 368.

35 " " " " 19, 22, 28.

If it be true that eternal vigilance is the price of liberty, a small portion of that commodity ought, at least, to be required as part of the price of property. Property, it has been well said, has its duties as well as its rights; and he that would enjoy the one, should, in some degree perform the other.

McGregor v. Comstock, 17 N. Y. 165.

In the case of *Gott et al. v. Carr*, 6 Gill & Johns. 312, the court say "It is a salutary principle of law, that every person is bound to take care of and protect his own rights and interests, and to vindicate them in due season and in the proper place."

Where a party who is improperly assessed for the opening of a street in the city of New York has an adequate remedy at law against such assessment *by opposing the confirmation of the report of the commissioners*, if he neglects to avail himself of such remedy the Court of Chancery has no jurisdiction to grant him relief. Errors of the commissioners of estimate and assessment cannot be corrected by a collateral suit in *chancery*, except in cases where no adequate relief could be had in the mode pointed out and prescribed by the statute.

Murray v. Graham, 6 Paige 622.

Methodist Church v. Mayor of Baltimore, 6 Maryland 391.

Where a special power is granted by the statute, affecting the property of individuals, as conferring upon the Judges of a County Court the power of assessing the damages of individuals, in consequence of a public improvement, but requiring that such judges *should not be interested*,

the statute must be strictly pursued, and it must in general appear on the face of the proceedings that it has been so pursued; yet where a party affected by such assessment had notice of the application to the judges who performed the duty assigned, appeared before them, contested the claim set up, and did not object to the proceeding on the ground of the interest of the judges, he was deemed to have waived the objection, although the fact was not averred that the judges were *disinterested*.

Upon *certiorari* brought to review the assessment, this Court will inquire into the principles upon which it was made, and if found to be erroneous, the assessment will be set aside; but the assessment, if made on correct principles, is *conclusive* as to the amount, as this Court can neither increase or diminish it.

If the assessment, in a case of this kind, be adjudged to have been made on erroneous principles, this Court has not the power to send back the proceedings, but must reverse them *in toto* and the party seeking the benefit of an assessment must commence *de novo*.

Bullwein v. Callkins, 10 Wend. 169.

The statute provides that the assessors, after having made the estimate and assessment, shall certify the same in writing to the Common Council; and the estimate and assessment, being ratified by the Common Council, shall be binding and conclusive upon the owners and occupants of the lots assessed. (2 R. L. 407 and 175). It is not the ratification which is binding and conclusive; but the estimate and assessment, when ratified. And it is only when an assessment has been first duly made, that the Common Council has the power of ratification: void things are no things; and there never was any assessment to be ratified. The Common Council

cannot itself make the assessment; it can only cause the thing to be done by sworn assessors. The power of ratification carries with it the authority to set aside a regular assessment, when not made upon just principles. But it does not include an authority to legalize an irregular and void assessment. As there was nothing to be ratified, the act of ratification was itself a nullity. But if that act was good so far as it goes, it would only be one of several necessary links in the plaintiff's chain of title; and it is a well established rule in relation to these statute powers to transfer the title to lands without the consent of the owner—that the authority must be strictly pursued from the beginning to the end. If any material link in the chain be wanting, the whole proceeding will fall to the ground. (*Sharp v. Spier* and *Sharp v. Johnston*, 4 Hill, 86, 92). The case of *Striker v. Kelly*, (7 Hill, 9), as it stands corrected by the Court of Errors, (2 Denio, 323), does not controvert this doctrine; but goes to confirm it.

Doughty v. Hope, 3 Denio, 599.

ASSESSMENT ROLL.

In the case of New Orleans v. Rousseau (2 Louisiana Annual Reports 196)—The Court say, in regard to an assessment roll, and the evidence it is of the proceedings it recites: "Although such assessment roll may not be considered as not having the force and effect of a final judgment, yet we are not prepared to say that a party should be permitted in all cases to go behind it. On the contrary we think it should not be done, unless it be shown, by cogent reasons, that the party sought in vain or was prevented by some valid cause from seeking that relief to which he was entitled under that act; and which, in our opinion, affords ample protection to the citizen whose property may have been improperly assessed. It does not appear in this case that the appellant had ever made any attempt to obtain such relief."

Objections to the proceedings to ascertain the compensation to which the owners are entitled for lands so appropriated, if not taken before the commissioners or in the court below, are not available in this court, except such as could not have been obviated had they been duly taken.

Buffalo & N. Y. City Railroad Co. v. Brainard, 5 Selden 100.

All parties having had notice of proceedings in levying the assessments, they will be regarded as having had their day in court, and the action of the Common Council should be holden final. Good faith will not permit them to lie by until large expense has been incurred and the liability of the city fixed, and then come forward with objections, for the first time, which they should have urged *in limine*.

To allow this would be to allow parties to set traps for the Common Council.

"He that is silent when conscience requires him to speak, shall not be heard to speak when conscience requires him to be silent."

IV.

COMMISSIONERS.....THEIR POWER.

Valuation of commissioners is conclusive, and cannot be reviewed.

On the amount of the assessment, or the mere value of the property assessed, the decision of the commissioners of appeal is final.

The State v. Ross, 3 Zab. 517.

Betts v. New Hartford, 25 Connecticut, 180.

If assessors of taxes keep within proper and correct rules, their valuation, like the verdict of a jury, is conclusive.

Albany & Woodstock Railroad Co. v. Canaan, 16 Barb. 244.

The State v. Quaipe, 3 Zab. 89.

On a *certiorari* to correct a tax assessment of which no one but the prosecutor complains, the court will not set aside the whole assessment, if it can give proper relief to the prosecutor without so doing.

The State v. Kingsland, 3 Zab. 85.

Discretion of Commissioners cannot be controlled.

Where the statute gives to commissioners a discretion in a particular case and for a special purpose, I doubt exceedingly whether a mistake of judgment in that case can be corrected. [*Lawton v. Commissioners of Highways*, 2 Caine's Rep. 182.] In the case of special powers granted to an individual by a will, to be exercised according to discretion, the Court of Chancery has repeatedly refused to interfere and to judge of the motive, where there was great inequality in the distribution of property under the trust.

1 Vesey 58.

This is a stronger case than that of a private trust, created by the act of the party, and of a public trust, created for general purposes; and the courts would certainly interfere in this case with much greater reserve and caution.

Haight et al. v. Day, 1 Johns. Ch. 18.

Davis v. Mayor of New York, 1 Duer 451.—See especially and particularly this case, commencing at pages 497-8.

DISCRETION.

When a discretion is confided to persons appointed by law, or to a municipal corporation, a court of justice will not attempt to control its exercise.

But if those, in whom discretionary powers are vested, threaten and are about to commit a gross abuse of power, to the injury and in fraud of the rights of individuals and of the public, there is no principle or decision that precludes the interference of a court to prevent the threatened injury.

Davis v. The Mayor of New York, 1 Sandf. 452.

People v. Supervisors of Alleghany, 15 Wend. 211.

13 Wend. 671.

20 Pick. 79.

3 Denio 119.

Mead v. Walker, 1 Hopkins 587.

Lawton v. Commissioners of Highways, 2 Caine's Rep. 182.

1 Vesey 158.

Haight v. Day, 1 Johns. Ch. 18.

Oswego Falls Bridge Co. v. Fish, 1 Barb. Ch. 547.

The Attorney General v. Mayor &c. of Mobile, 5 Port. 279.

The Att. Gen. v. The Great Northern Railway Co., 3 L. & E. 263.

Munt v. Shrewsbury & Chester Railway Co., *ibid* 144.

Waterman's Eden on Injunctions, vol. 2, p. 259 and notes.

V.

Assessments for public improvements can be made just as well after the work has been done as before ; it is a mere question of policy for the

corporate authorities ; and it cannot affect the validity of an assessment in any way, shape or manner.

Laimbeer v. City of New York, 4 Sandf. 109.

Wetmore v. Campbell, 2 Sandf. 341.

Waddell v. Mayor of New York, 8 Barb. 95.

5 Barb. 49.

25 Wend. 696.

3 Denio 251.

4 Selden 120.

19 Wend. 659.

19 Wend. 678.

The Corporation of the City of New York, under the statutes regulating the making of sewers, paving the streets, &c., may ~~excavate~~ the work *execute* at its own expense, and then make an assessment of the expense upon the property benefited for the first time after the work is completed.

Wetmore v. Campbell, 2 Sand. 341.

Laimbeer v. the City of New York, 4 Sand. 109.

Assessments for Public Improvements made before the Work is done.

An estimate of the expense of constructing a sewer, in a city, ought to be made before a contract for the work is executed or operations are commenced. And a contract executed previous to the making of the estimate is invalid, and creates no charge against the owners of the lots assessed,

nor incumbrance upon their property. Yet the premature *execution* of a *contract for the work* will not *affect the validity* of the original ordinance for the construction of the sewer, *nor of a subsequent estimate or assessment properly made.*

The People v. Mayor of New York, 5 Barb. 44.

The Court will take notice that we are not now investigating the validity of a contract, but are examining the legality of an assessment.

The Corporation of the City of New York has power to regulate a street at its own expense, and when the work is completed, cause the same to be estimated, assessed and collected of the persons benefited thereby. It may by ordinance direct the work to be done and the expense to be assessed, without designating the persons to be assessed or the limits of the territory within which the assessment is to be made, and then cause the work to be done upon a contract providing for the payment when the money is collected upon the assessment. In such a case the corporation assumes the responsibility of the payment to the contractor, notwithstanding the time of making it is deferred, and the work is done at its expense.

It is in the discretion of the corporation to include in a single assessment the regulation of several streets, or to cause the work upon each one to be separately assessed.

Manrice v. The Mayor &c. of New York, 4 Seld. 120.

V I.

STATUTE DIRECTORY.

"And slight irregularities will not vitiate an assessment."

Section 6 of the Charter of the City of Chicago, chapter 7, page 39, of Municipal Law, provides that when the commissioners shall have completed their assessment and made a corrected copy thereof, they shall deliver the same to the City Clerk, within *forty days* after their appointment, signed by all the commissioners. The Clerk shall thereupon cause a notice to be published in the corporation newspaper for six days to all persons interested, of the completion of the assessment and the filing of the roll. Time and place shall be designated therein for hearing objections.

Frequent objections are made to assessments, on the ground that the assessment roll was not returned to the Clerk within forty days, as prescribed in this section.

I contend that this provision of the charter is merely directory, and if the assessment should be levied by the commissioners after forty days, or if the commissioners should levy their assessment within forty days, and should after forty days return their assessment roll to the Common Council, it would not invalidate an assessment.

"Nothing is better settled as a general rule, than that, where a statute requires an act to be done by an officer or officers within a certain time for a public purpose, the statute shall be taken to be merely directory, and though he neglect his duty by allowing the precise time to go by, if he or they afterwards perform it, the public shall not suffer by the delay."

Ex parte Heath and others, 3 Hill, 47.

People v. Allen, 6 Wend. 486-7, and cases there cited.

Colt v. Eves, 12 Conn. 243-253-255; and cases there cited.

Jackson et al. v. Young, 5 Cowen 269.

Merchant v. Langworthy, 6 Hill 646.

Rex v. Loxdale, 1 Burr 447.

Whiskard v. Wilder, 1 Burr 330.

The People v. Peck, 11 Wend. 604.

* *Van Rensselaer v. Witbeck*, 7 Barb. 138.

Torrey v. Milbury, 21 Pick, 64.

Bloom v. Burdick, 1 Hill 130.

Weaver v. Devendorf, 3 Denio 117.

Williams v. Holden, 4 Wend. 223.

Van Rensselaer v. Cottrell, 7 Barb. 127.

In the case of *Williams v. School District in Lunenburg*, 21 Pick. 82, the court say —

“The last exception is, that the tax was not assessed within thirty days. The statute is directory in this respect, and not restrictive; and they are not prevented from assessing after the expiration of thirty days.”

See also —

Pond v. Negus, 3 Mass. 230.

Striker v. Kelly, 7 Hill 9.

Doughty v. Hope, 3 Denio 249.

Bloom v. Burdick, 1 Hill 130.

Williams v. Holden, 4 Wend. 223.

Ex parte Elmendorf v. Mayor of New York, 25 Wend. 693.

It was objected to a collector's report, that it was returned by the recitals in the judgment etc. on the 20th of January to the Circuit Court, when there was no court—the court not sitting until May. The court say

this objection has been decided, in effect, in *Atkins v. Hinman*, 2 Gill 450, in which the court hold the statute directory in relation to a return or report by the collector five days before the sitting of the Circuit Court. If the time does appear, the law will presume he did his duty in this respect; a literal compliance is not essential to the jurisdiction of the court. If the collector reports before the cause is heard and judgment pronounced, it is sufficient.

Jackson v. Cummings, 15 Illinois 451.

The proceedings in levying assessments need not conform to the ordinances of municipal corporations.

Where a municipal corporation, in the improvement of the streets of a city, act within the scope of the authority conferred upon them by a statute law of the State, and comply with the forms of the statute, their proceedings will not be reversed upon *certiorari*.

It is no objection, that, in conducting the proceedings, they do not conform to by-laws established by themselves, to carry into effect the powers conferred upon them.

Ex parte the Mayor, &c. of Albany, 23 Wend. 276.

COWEN, Justice, in deciding this case, says that "The objection is entirely novel, that a by-law, passed by a corporation, prescribing to itself certain conditions on which alone an improvement shall be undertaken, or any other regulation made by it, shall so hamper and cripple its powers as to disable it from performing those duties enjoined or authorized by the law of the State. The latter is the charter, the constitution, the organic law of the city; and a by-law, which, in terms, restricts any of its provisions, is equally void, as if it sought to enlarge them."

IRREGULARITIES.

As to what irregularities will affect the validity of an assessment—
Sec —

Van Rensselaer v. Witbeck, 7 Barb. 140.

Williams v. School District in Lunenburg, 21 Pick. 76.

Pond v. Negus, 3 Mass. 230.

A party objecting to proceedings relative to the opening of a street cannot hope to avail himself of an irregularity which may exist in the proceedings relative to property in which he has no interest.

Coles v. Trustees of Williamsburg, 10 Wend. 657.

VII.

What Jurisdictional Facts necessary to appear, in order for the Court to enter Judgment.

Copy of advertisement, and certificate of due publication.

REPORT AND NOTICE OF CITY COLLECTOR.

The amended Charter of the City of Chicago (passed in 1857) section 38, page 14 of printed charter, provides that—

“All orders issued for the collection of the annual taxes, and all special warrants issued for the collection of any special assessments or tax authorized by law, shall be made out in the manner now required by the City Charter, be countersigned by the Comptroller, and delivered to the City Collector on or before the second Tuesday of October in every year after the passage of this Act.”

SECTION 39 provides that —

“The Collector shall forthwith publish a notice in the Corporation Newspaper that such warrants are in his hands for collection, briefly describing the nature of each, and requesting all persons forthwith to make payment thereof at his office, or that the same will be collected at the cost and expense of the persons liable to the payment of such taxes and assessments; said notice to be published for thirty days.”

SECTION 40 provides that —

SECTION 40 expressly provides that —

“The *advertisement* so published shall be deemed and taken to be *sufficient* and legal notice, both of the aforesaid intended *application* by the Collector to said Court for judgment, and *refusal* and a *demand* to pay the said taxes and assessments.

Upon these being filed with the clerk, the court acquires jurisdiction over them in just the same way as the court does over delinquent lots and lands, under the general revenue law of the State.

See Blackwell on Tax Titles, page 235.

Atkins v. Hinman, 2 Gill. 437.

Chestnut v. Marsh, 12 Ill. 173

Spellman v. Curtenius, 12 Ill. 409.

Pitkin v. Yau, 13 Ill. 251.

Manly v. Gibson, 14 Ill. 136.

15 Ill. 279.

The delinquent lots and lands which have been taxed and assessed are now in court; and that, too, legally, per force of the statute. What now is the duty of the Court?

SECTION 42 provides that—

“The Clerk of said court, upon the filing of such report or reports, and certificate of publication, by the Collector, in each case, shall receive and record the same in a book kept for that purpose, in which shall be entered all judgments, orders and other proceedings of said court in relation thereto, and the same shall be preserved as other records of his office; and the said Clerk shall place the said report or reports and the certificate attached to each at the head of the common law docket for said term, in the following form as nearly as may be, to wit:

SEC. 52. “The Common Council may direct all special warrants for the collection of any special assessments levied on any property for any improvement to issue and be delivered to the City Collector forthwith, who shall *notify* by advertisement all persons ininterested to pay the same immediately; but in all cases where said assessments are not paid, on or before the day of the filing of the Collector's report for judgment in any Court of general jurisdiction, *ten per cent.* shall be *collected* as *additional costs*, and be added to and collected with the other assessments and expenses authorized to be collected on the property assessed; and for this purpose the Collector shall add to his said report on a separate column, the amount of such additional cost: *Provided*, That from and after the expiration of thirty day's notice to be published in the corporation newspaper by the City Collector, that he has received such special warrant for collection, he shall be authorized and he is hereby required to demand and collect for the use of said city at the rate of ten per cent per annum, on the amount of every assessment made upon any real estate within said city, computed from the day of the date of said warrant to the day of the payment thereof.”

By an examination of these sections it will be seen —

1st. That the *Collector* has to make out and file a *report* of the lots and lands upon which the taxes and assessments are not paid; he does *not* have to file a *copy* of the *assessment roll* or *copy* of *assessment warrant*

SEC. 43 of the amended Charter points it out—"It shall be the duty of the Court, upon calling the docket of said term, if any *defence* be offered by any of the owners of said property, or any person having a claim or interest therein, to hear and determine the same, in a *summary way*, without pleadings; and if *no* defense be made the said Court shall pronounce judgment against the said several lots, lands, pieces or parcels of land, as described in said collector's report," &c.

The first question that presents itself in investigating this section is, 'What *defence* can be offered by a person representing the property—can any defence be offered which would entitle a party to a jury? This provision of the Charter of the City of Chicago is *literally identical* with SEC. 28 of the present Revenue Law of the State; and in order to determine what defences can be offered under this law, it is proper that we ascertain what defences have been permitted under the General Revenue section.

Now, such a thing as a jury trial upon any matter of defence which has ever been offered under this section is, I think, unheard of and unparalleled in this State. The language employed is, that the "Court shall hear and determine *every defence* in a *summary way*." To try any question by a *jury* would not be a summary way; therefore I submit that no jury trial can ever take place under this section. Under a similar statute the same has been held in Kentucky, Missouri, Tennessee, and various other States of the Union.

See Blackwell on Tax Titles, page 40.

Now, what defences can be offered? Can a party, in a case of a special assessment, levied for a public improvement—such as paving or grading a street—offer a defence that the *proceedings* of the Common Council were irregular? that the Commissioners of Estimate and Assessment failed in complying with the various provisions of the statute relating to their duties? Is *this* the time and place to review the acts of the Com-

mon Council? Does not the statute provide a *time and occasion* to inquire into all these things? Where were these parties when the Common Council passed the *order ordering* the improvement? Are not the proceedings of a Common Council public, and must not all parties take notice of the proceedings of a Common Council in cities?

Where were the parties who are now resisting the collection of the assessment, when the commissioners appointed by the Common Council gave them six days notice of their *meeting*, to all persons, before proceeding to enter upon their duties? Where were these parties during the "*forty days*" that the commissioners were at work making up their assessment—every moment of which time they had a right to present their grievances? Where were these parties when the commissioners made their return to the Clerk of the Common Council and while he published his notice of the return by the commissioners for six days? Where were these parties when the Common Council sat to hear any and all objections pertaining to the assessment, before they confirmed it? Does not the statute provide that any person interested may appeal to the Common Council to correct said assessment? Was this man dumb that he could not speak? was he blind that he could not see? was he deaf and could not hear? was he a fool and could not understand? or is he a knave and don't mean to pay?—which? which?

Read chap. 7 of the Charter of the City of Chicago (pp. 39, 40, 41) if the assessment pertained to a "public improvement,"—or chap. 6 (pp. 32, 33, 34, 35 &c.) if the assessment pertained to the opening of a street—and see if no opportunities are offered for the protection of property. No person can pretend that he did not have notice, because notice was given to "all persons" as prescribed by law; and this Court have held, in the case of *Macey v. City of Ottawa*, that *such notice is legal and sufficient*. Now, the party has had his day in court; he was notified, but did n't come.

SEC. 7, chap. 7 of the Charter of the City of Chicago (page 40 of Municipal Laws) provides that—

“Any person may appeal to the Common Council for the *correction* of the assessment. Appeals shall be in writing, and filed in the Clerk's Office, within ten days after the first publication of said notice. The Council may adjourn such hearing, from day to day, and shall have power in case of appeal or otherwise, in their discretion, to revise and correct the assessment, and confirm or annul the same, and direct a new assessment to be made, in the manner hereinbefore directed, by the same commissioners or by three others, which *shall be final and conclusive on all parties interested, if confirmed*. When confirmed, the assessment shall be collected as in other cases, and no appeal or writ of error shall lie, in any case, from such order and determination.”

Is this law constitutional or unconstitutional? If it be constitutional, then it must be obeyed. Public policy demands that these proceedings should end somewhere; and the Legislature and the Courts have said—Thus far, and no farther.

Now, I submit that—

1. No person can inquire into the regularity of the proceedings of the Common Council in regard to an assessment, after it has been confirmed, except by direct proceeding—by *certiorari*.

This I have shown on other occasions, in several arguments before this Court, and shall not now touch upon that subject.

2. I contend that no person has a right, under the Charter of the City of Chicago, to make any other defence upon an application for judgment against delinquent lots and lands, for special assessments and taxes, than such as pertains to the insufficiency of the “notice” or “advertisement” of the Collector, of his intended application for judgment; the

insufficiency of his report; and matters apparent upon the face of the same, and which pertain to the description of land or otherwise;

3. Proof that the property was not subject to assessment;

4. That the assessment had been paid;

or defences of this *class*; and that the *proceedings* relative to the levying of the assessment cannot be inquired into at all—at said time—the party being absolutely estopped per force of the statute. These, I hold, are *jurisdictional facts*—and these alone are to prevail.

Another suggestion in relation to this matter. Suppose that no defence whatever is interposed: the statute book makes it the *duty* absolutely of the Court to “pronounce judgment against the said several lots, lands, pieces or parcels of land, &c., as described in said Collector’s report.” Mark the language: “If no defence be made, the said Court *shall pronounce judgment*,” &c. &c. Now, here his duty is made imperative. And yet parties sue out writs of error to reverse the judgment so pronounced in *accordance with law*—to reverse the decision of a judgment, alleging that it is *against law*!

Was there ever such an anomalous and unheard of proceeding. A writ of error sued out of the Supreme Court to correct the Statute Book!! Unless a writ of error is possessed of legislative qualities greater than the legislature itself. I do not think it can reverse a statute.

“If no defence be made the said Court *shall* pronounce judgment,” &c. There can be no ambiguity in such language as this—and unless this portion of the section is unconstitutional it seems clear that no writ of error ought to lie, from a judgment thus pronounced.

SEC. 8, of article 9, provides—

“That the Collector shall return the list, &c. with a certificate signed by him, that the taxes remain unpaid, and that he could find no goods and chattels whereon to levy and collect the amount of the tax.”

The return conforms to this provision. We have held such a return *conclusive* of the fact stated, the officers being responsible for a false return if it be one.

Taylor v. the People, 2 Gill. 351, 119, 446.

Job v. Tebbetts, 5 Gill. 382.

The City of Ottawa v. Macey, 20 Ill. 482.

Olcott v. the State, 5 Gill. 490-1.

Spellman v. Curtenius, 12 Ill. 409.

Chestnut v. Marsh, 12 Ill. 175.

Blackwell on Tax Titles, 235.

The assessors are personally liable for a faithful and honest discharge of duty.

Tompkins v. Sands, 8 Wend. 462.

Weaver v. Devendorf, 3 Denio, 117.

Loomis v. Spencer, 1 Ohio, 153.

Dead
 City of Chicago } separate from
 } lease

II

The warrant reported to the Court below by the collector on which he asked judgment, was returned, or cited that the Common Council of the City of Chicago, had ordered the macadamizing of Lake Street from Halsted Street to the City limits, and the apportionment of benefits on the property deemed benefited thereby; and there the warrant further recites & contains an apportionment roll and description of property deemed benefited by macadamizing west Lake Street from Morgan Street to the City limits, and the sums apportioned for benefits thereon.

By reference to the Superintendent's estimate on page 36 of record, it will be seen that Morgan St. is ~~over~~ 1265 feet west of Halsted.

On page 35 of the ~~warrant~~ record, the warrant orders the collection of the taxes of the real estate so described, the sums of money apportioned thereon. What real estate is described? Why real estate benefited by the improvements from Morgan St. - He was ordered to collect the sums apportioned on real estate

benefitted by the improvement of Lake St. from Morgan - No real estate is described which is benefitted by the macedonizing Lake ~~St.~~ from Halsted St. - Yet the Court gave judgment against Plaintiff land for improvement from Halsted St. -

To give the Court authority to render a judgment against these lands - The improvement must be ordered by the Council for improvement from Morgan St. - An agreement for the dam - A warrant to the Collector to collect the dam -

All the warrant presented to the Court on which judgment is asked, is a warrant ordering him to collect the sums agreed on the lands described, for macedonizing Lake St. from Morgan St. - and ask a judgment on ^{the} lands for macedonizing Lake St. from Halsted - a different improvement - No order of Council for any such improvement is shown - No agreement - ~~No court~~ for macedonizing Lake St. from Halsted St. - How then can this judgment against our land for improving Lake St. from Halsted be sustained - The requisites to jurisdiction do not appear - therefore the judgment is erroneous.

City cases
generally

II II

The great glaring injustice of this judgment is manifest from the pretended estimate of the City Superintendent appearing at pages 36 and 77 of the record -

Estimates were made of the cost of ^{the} improvement from both streets

" From West line of Dulste & Street to West

line of Morgan St. 1264 feet lineal @

" \$5 per Contract

\$6320.00

Excavating Sept. &c

130.
\$6450.00

" From West line Morgan St to city limits

+ (lineal) at \$2.00 per cont.

\$24834.00

" Excavating Sept. &c

316.00
\$24550.00
\$31000.00

Now, 953 lineal feet from Morgan to city

limits at \$2.00 only amounts to

\$1906.00

This sum deducted from the Superintendent's figures

\$24834.00
\$1906.00
\$22928.00

How then is our order to pay \$31074.80 more than as it was shown the improvement cost - and which if collected in no way benefits the property owner, but goes into the City Treasury.

It can require no argument to show such a judgment to be manifestly, & purposely and void.

The order of the Council was based upon the

estimate of the Superintendent - which showed the cost of Macadamising Lake St. from Halsted to the city limits to be ~~\$41,074.80~~ only \$8,925.20; and yet they order to be paid therefor the sum of \$31,000.00 - It can be seen the Superintendent made ~~the law~~ a mistake in carrying out the cost from Morgan to the city limits of \$41,074.80, this does not authorize the Council to pay this amount.

The Charter of the City only authorizes the City to "pay the cost of such improvements on the land deemed benefited". And if the Council by mistake of its own or its Superintendent cannot acquire the right to pay any thing more than the cost of such improvement - The plaintiff ought not to have to pay three times the cost of the improvement - and in paying an excess of the cost the Council exceeded its powers, and the payment is void -

II The property was appraised fraudulently at three times its actual value, in order to make this glaring excess of \$21,000.00 over and above the cost of the improvement. See proofs, page 35 & subsequent, of the record.

If this excess of valuation was fraudulent, as from the circumstances it would appear to have been, then the whole proceedings hereupon is an void - And is an affirmation of ~~the~~ ^{the} means on the value of the property.

VII The subject of the improvement was not referred to a Committee to prepare a plan & estimate as required by the Ordinances Sec. 11. Secs Chap. 3. Sec 1. Also Chap 7. Sec 3. page 39

2 Below R. 95

We insist in this case that no plan was submitted of the work - nor was there an estimate of the cost of said improvement. We say in what is called an estimate, that, ^{"submitted"} as an estimate the following - Then follows the price which by the contract with the property owners they agreed to pay to their contractor - We do not say the price therein stated would be the cost - but only, that such was the price contained in the contract - which cannot be a compliance with the law - These applicants never signed the contract - and could not by other means be bound to pay any price fixed by them

By the 83rd Sec. of Act of July 16th 1837, all ordinances then in force, were declared should remain in force until altered or repealed. The ordinance requiring an estimate or plan to be submitted, was in force before when this law was passed, & therefore became as much a part of the Charter and obligatory, until repealed or altered, as if they had been in so many words, put in the Charter itself.

¶ The Council in ordering this improvement, obviously were endeavoring to enforce the terms & carry out the contract made by John L. Evans and the property owners. A considerable portion of the work had been done under this contract, when the improvement was ordered by the Council and a large part, before the contract was made between the City and Evans. Now we insist that an improvement already made, cannot lawfully be ordered to be made. That which has been done at the expense of or by the owners, cannot again be ordered done & again paid for by the owners, for this would be making the owner pay twice for the same improvement. No construction operating so unjustly will be allowed this law.

See Testimony page 75 of record

VII By the 6th Sec of the Act of 16 Feb, 1837 at page 893, it is declared that all officers whose appointments is not otherwise ^{thus} provided for, shall hereafter be appointed by the Mayor with the advice and consent of the Council =

The Commissioners to assess the lands, are officers within the meaning of the word of the Charter - They exercise a public employment - They for the purpose designed, with a special limited jurisdiction, ^{as} much officers as the apportion for each division of the city

The owners of the lands have the right of the judgments of the Mayor added to that of the Aldermen, to assess a competent man -

The Court in this case were not nominated by the Mayor

VIII Ten days after the first publication was not given to file objections
On page 65 of record, shows the Notice was published Sept. 3, which allowed till 7 o'clock on the 13 Sept. to file objections -

The 7 Sec of Chap 7 of the Charter
declares appeals shall be filed ^{within} 10
days after the first publication - The
property owners had all of the 10 days -
they could be deprived of no part
or fraction of said ten days - If
they may deprive the owners ^{of the time} from
~~the~~ 7 o'clock to 12, they may deprive
them of the whole day; if of one day
of fine - The Council cannot oblige
the time allowed for an appeal
a single hour or moment -
~~The hearing was not adjourned from~~

VIIII The Superintendent is a general officer
whose salary is paid out of the
general fund - There is no authority
in the Charter to withhold any part of
his salary, or collect back any
portion of his salary by as-
sessment for local improvements
The Court will see in the Su-
perintendent's estimate, ^{there} is a charge
for Superintendence; which
was clearly illegal

There are various other points
which might be urged against
the validity of this agreement. But
the foregoing seem to me so fatal
that I forbear. And especially
as most of the points arising
in this record are involved
in other cases discussed at this
term - and it is vain to dispute
them -

Agreements for over one ^{of dollars} million
can afford at the best term of the
Cook Co. Court, and if the sys-
tem hitherto pursued in that
city be not checked by the Court,
property owners will be ruined

Goodrich S. Edzie
for plaintiffs in error

Recd / H. P. no

241¹⁰ - 123

City of Chicago

Acgt. for

Phff

Filed April 27, 1839

Adelant

Club

Supreme Court of Illinois,

THIRD DIVISION, APRIL TERM, 1859.

RICHARD H. PEASE, }
 vs.
THE CITY OF CHICAGO. }

POINTS AND AUTHORITIES ON THE PART OF THE PLAINTIFF.

The property was knowingly, intentionally and fraudulently assessed at four times its actual value, in fraud of the law, for the express purpose of confiscating the same by imposing upon it an assessment nearly four times greater than the law allows.

Municipal laws, chap. 7, sec. 2, p. 38. Fraud vitiates all proceedings, especially while they are incomplete, and require the judgment of a court to give them validity and effect. Authorities unnecessary.

The subject of said improvement was not referred to an appropriate committee, to prepare and report a plan and estimate of the expense, as required by M. L., chap. 3, sec. 1, p. 155; also, chap. 7, sec. 3, p. 39. Thompson vs. Schermerhorn, 2d, Selden, N. Y. R., p. 95.

The Common Council, in ordering this improvement, did not undertake to make an improvement within its chartered powers, but lent itself to carry and enforce a prior private contract.

This improvement was undertaken by private contract, dated May 15, 1858, and in considerable part performed prior to the orders of Council dated July 19, 1858. The Superintendent's estimate of the latter date, and the orders based thereon, in terms adopt and attempt to carry out and enforce said contract against all the property owners, including those who had never sanctioned said contract.

The election of the Commissioners to make this assessment was without the previous nomination of the Mayor, as required by amendatory act of February 14, 1857, sec. 6, p. 4.

The improvement ordered was from Halsted street to the city limits. The assessment was upon property between Morgan street to city limits.

Ten days notice of time of filing objections to assessments were not given, as required by sec. 6 and 7, M. L., pages 39 and 40.

The assessment roll and report of the Commissioners were not returned within 40 days after their appointment, as required by sec. 6, chap. 7, M. L. p. 39.

The assessment roll is the only basis of the judgment, and this shows no valuation of the property nor amounts of the assessment in dollars, cents or mills, but simply unmeaning numerals, consequently no judgment could legally be rendered. *Lawrence, vs. Fast*, 20th, Ill. R., p. 338.

The assessment roll omits the name of the owner of this property, without showing that such name was unknown. *City Ordinances of 1856*, p. 158, sec. 7.

The orders of the Common Council for said improvement were without authority of law.

The assessment for said improvement was without authority of law.

*The annex of deft below
admits facts & circumstances
which preclude ^{the} Court
the right to enter judgment*

241 = 123

Please no City of Chicago

Pff. Berns

~~12833~~

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