No. 13534

Supreme Court of Illinois

Bloom

VS.

Crane et al.

71641

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

Na. 263.

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SUPREME COURT OF ILLINOIS.

APRIL TERM, A. D. 1860.

GARSON BLOOM

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vs.

JAMES L. CRANE ET AL.

ABSTRACT OF RECORD.

Upon the 25th day of June, 1858, the plaintiff filed in the Cook County Court of Common Pleas, his declaration in trespass, in two counts.

First—"quare clausum fregit," with "gravamen," the carrying away and conversion of 200 overcoats, 200 frock coats, 200 business coats, 300 vests, 500 pairs of pants, 50 India rubber coats, 500 hats, 500 caps, 20 trunks, 1000 shirts, 100 over-shirts, 100 pairs of over-alls, 50 guernsey frocks, 100 cravats, 100 pairs of suspenders, 100 pocket handkerchiefs, 1000 pairs of stockings, 100 pairs of gloves, 100 pairs of mittens, and 200 pairs of drawers.

Second—trespass for taking and carrying away the same number and value and description of goods in first count.

And on the 6th day of July, 1858, the defendants file pleas-

First-General issue.

Second—Plead property in the goods in the declaration in one Israel Bennett, and justify the taking complained of under a writ of attachment issued out of Cook County Court of Common Pleas, in favor of said Cranes and against said Bennett, and that said Dart was at the time of the taking a deputy sheriff and empowered to serve said writ.

And upon the 17th day of December, 1858, the plaintiff joined in the general issue aforesaid of the said defendants, and filed replication to their general plea, denying property in said Bennett and reaffirming property in plaintiff, and concluding to the country, &c., in which the said defendants the same day joined.

And the case being thus at issue, was upon a day in the September Term of said Court called for trial, and the plaintiff to maintain the issue upon his side offered the following testimony:

First. The deposition of Nathan Alexander, in the words and figures to wit:

Int. 1st. What is your name, age, residence and business?

Ans. My name is Nathan Alexander; my age is twenty-eight years; I reside in the village of Elmira, Chemung county, and State of New York; am engaged as a clerk in the business of ready made clothing.

Int. 2d. Where did you reside upon the 19th day of November, 1856, and what was your business at that time?

Ans. I resided upon the 19th day of November, 1856, in the city of Chicago. My business was then a clerk for Garson Bloom, the plaintiff in this action.

Int. 3d. Do you know the parties to this suit, or any of them? if yea, which of them, and how long have you known them?

Ans. I know the parties to this suit, James L. Crane, Garson Bloom, Isaac A. Crane and John H. Dart; have known the plaintiff about one year and a half; have known the defendants about three years.

Int. 4th. What was the business of the plaintiff on the 19th day of November, 1856?

Ans. On the 19th day of November, 1856, the plaintiff was engaged in the business of selling ready made clothing.

Int. 5th. Where was the store of the plaintiff situated?

Ans. The store was situated on North Clark street, No. 20, in the city of Chicago.

Int. 6th. If you answer to the 2d Interrogatory that you were clerk for the plaintiff, state whether you were familiar with the stock of goods of the plaintiff, and state fully your means of being acquainted with the same.

Ans. I was familiar with the stock of goods of the plaintiff. I had the whole charge of the stock while I was the clerk for plaintiff, and closely examined the stock while I was such clerk, at different times.

Int. 13th. Do you know any other matter or thing which would be of use to the plaintiff touching the matters in controversy, and if so, state the same fully and particularly, in answer to this interrogatory.

Ans. I don't know of anything more.

Cross-Interrogatories and Answers thereto by the witness on the part of defendant.

Cross Int. 1st. State whether or not you are a Jew, and whether you are an Israelite by descent or not.

Ans. I am a Jew and an Israelite by descent.

Cross Int. 2d. If in answer to the above interrogatory you say you are a Jew or Israelite, state whether or not you were sworn at the time your deposition was being taken herein with your hat on or with your head uncovered, and state whether you consider an oath binding upon a Jew if sworn with the head uncovered.

Ans. I was sworn with my hat off and head uncovered, and I consider an oath binding upon a Jew if sworn with the head uncovered,

Cross Int. 3d. State whose sign was upon the store mentioned in your answer to the 5th direct interrogatory, on the 19th day of November, A. D. 1856, and whether or not the name of Israel Bennett was on such sign at that time.

Ans. There was no sign upon the store, at the time mentioned, of any person.

Cross Int. 4th. State whether Israel Bennett was present or about said store on said 19th day of November, 1856, or not.

Ans. He was not present or about the store at the time mentioned.

(Signed,) NATHAN ALEXANDER.

And also introduced the testimony of a certain witness named Joseph N. Barker, who testified as follows, to wit:

"I know the parties to this action. Sometime in November, 1856, I went to the store of Crane Brothers on Water street in the city of Chicago, with a writ of replevin in favor of the plaintiff for goods mentioned therein. I saw the defendant James L. Crane, and demanded the goods of him. He said they [Crane Brothers] had the goods which were taken from Bloom upon their attachment writ against Bennett, but would not give them up nor tell where they were.

I heard the defendants Morse and Butler testify upon a former trial of this matter. They testified that they helped take the inventory of the goods attached.

CROSS EXAMINED.

I used to be a law partner of Mr. Hyatt, and as such was counsel in this case. Bloom was Hyatt's client, and Hyatt had charge of the case. I have withdrawn my appearance in the case and am no longer counsel. I cannot tell whether Morse and Butler testified that they took the inventory referred to in Bloom's store or not. I was present at the trial of the former suit for this same matter, which suit was dismissed after trial. Mr. Hyatt said he dismissed in order to hold defendants to bail, the Cranes having failed since the suit was commenced. He did not say that he dismissed to make Morse and Butler parties to a new suit. I did hear him say before he commenced this suit that he should join Morse and Butler. I did not hear him say that he dismissed the suit because one of the plaintiff's witnesses appeared so bad. I don't think Mr. Hyatt called that witness a liar, but he called him something and told him to go down from the stand. He then went on with the trial. He did not dismiss the suit until the testimony was all in on both sides."

The plaintiff also introduced the return to the writ of attachment referred to by the witness Barker, which return was in the words and figures following, to wit:

"By virtue of the within writ of attachment, I have levied upon the goods and chattels mentioned and described in schedule annexed and marked C, the 17th day of November, 1856.

 Fees.—1 Levy	.50
1 Mile	.05
1 Return	

JAMES S. BEACH,

Coroner and Acting Sheriff. By John H. Dart, Deputy.

Served by reading to the within named Israel Bennett, the 26th day of Nov., 1856.

Schedule C referred to in the foregoing returns.

76 over coats, 162 assorted coats, 201 assorted vests, 212 pr pants, 12 I. R. lustre coats, 14 pr do pants, 5 rubber coats, 11 rubber hats and caps, 5 oil coats, 2 oil bags, 3 carpet do, 3 trunks, 1 doz. overalls, 4½ doz. flannel shirts, $\frac{10}{12}$ doz. hickory do, $\frac{1}{12}$ doz striped do, 1½ gurnsey frocks, 1½ doz. canvas pants, 1½ doz. denim frocks, $16\frac{10}{12}$ doz. shirts, $4\frac{5}{12}$ doz. cravats, tabs and knots, $\frac{3}{4}$ doz. suspenders, $2\frac{1}{6}$ doz. hdkfs, $3\frac{5}{12}$ half hose, $3\frac{1}{4}$ doz. gloves, 1 doz. wristlets, $3\frac{1}{3}$ doz. mits, 13 tippets, and tabs, 1 umbrella, $2\frac{1}{4}$ doz. hats and caps, $7\frac{11}{12}$ doz. pairs of drawers.

And the plaintiff then rested, and the defendants to maintain the issue upon their part, introduced the testimony of a certain witness named Hamilton B. Bogue, who testified as follows:

"I am a clerk of the American Express Company. Know J. L. Crane, Bros. & Co. Knew them on the 19th day of November, 1856; did not know Bloom; knew Bennett had stores on North Clark street and Lake street.

Was clerk of Crane, Bros. & Co. in Feb'y, 1856, and continued there

one year as book keeper.

Israel Bennett was buying goods during that time frequently; has bought goods to North Clark street. I recollect two bills to go there, about \$300 each; this was in Oct., 1856, one bill the 28th of October, \$288.66, delivered to North Clark street. He paid often. Israel Bennett and son said they wanted the goods mainly for their North Clark street store; goods went there. Bought a great many goods there of the defendants; some years as high as \$3000. Never saw Bloom there. Attachment issued November 27th, 1856; was never in No. 20 North Clark street; knew where it was.

Cross-Examined.

It was not my business to deliver goods. I never did deliver any to any body. I never went with draymen to deliver goods; never saw any goods delivered except such as were delivered to purchasers at the store. I have said I was never at No. 20 North Clark street, never saw any goods delivered there, don't know as any of the goods bought by Bennett ever went there. Knew nothing of Bennett's affairs except what he told me. Bennett had several stores in the city. I don't know how many. I have said Bennett bought a great quantity of goods of defendants; said as high as \$3,000 per annum. Goods were sent just where Bennett directed them; sometimes to one place and sometimes to another.

And the defendants here rested.

The plaintiff to further maintain the issue upon his part, introduced the testimony of another witness named Charles Myer, who testified as follows:

I lived on Kinzie street, on the north side, in 1856, owned No. 20 Clark street, and leased it to Bloom about the middle of April, 1856; he took possossion on the first of May; he brought in goods and commenced a clothing store; he lived up stairs; he occupied the store until the middle of November, 1856.

Cross-Examined.

I gave him a lease; never got rent from Bennett. He came along with Bloom when he rented the store; cannot tell whether it was the first time that Bloom came that they came together. Bennett was along when the bargain was made.

Which was all the evidence submitted to the jury, who after hearing the same found a verdict for the defendants, whereupon the plaintiff moved the Court for a new trial of said cause upon the ground that the verdict was against evidence, which motion the Court overruled and entered judgment upon verdict, from which judgment the plaintiff prayed an appeal, which was allowed.

The error assigned is the refusal of the Court to grant a new trial upon the motion.

L. H. HYATT,

Plaintiffs Attorney.

Supreme bourt

Garson Bloom

J.L. Crane. et als

Abstract of Record

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Second—trespass for taking and carrying away the same number and value and description of goods in first count.

And on the 6th day of July, 1858, the defendants file pleas— First—General issue.

Second—Plead property in the goods in the declaration in one Israel Bennett, and justify the taking complained of under a writ of attachment issued out of Cook County Court of Common Pleas, in favor of said Cranes and against said Bennett, and that said Dart was at the time of the taking a deputy sheriff and empowered to serve said writ.

And upon the 17th day of December, 1858, the plaintiff joined in the general issue aforesaid of the said defendants, and filed replication to their general plea, denying property in said Bennett and reaffirming property in plaintiff, and concluding to the country, &c., in which the said defendants the same day joined.

And the case being thus at issue, was upon a day in the September Term of said Court called for trial, and the plaintiff to maintain the issue upon his side offered the following testimony:

First. The deposition of Nathan Alexander, in the words and figures to wit:

Int. 1st. What is your name, age, residence and business?

Ans. My name is Nathan Alexander; my age is twenty-eight years; I reside in the village of Elmira, Chemung county, and State of New York; am engaged as a clerk in the business of ready made clothing.

Int. 2d. Where did you reside upon the 19th day of November, 1856, and what was your business at that time?

Ans. I resided upon the 19th day of November, 1856, in the city of Chicago. My business was then a clerk for Garson Bloom, the plaintiff in this action.

Int. 3d. Do you know the parties to this suit, or any of them? if yea, which of them, and how long have you known them?

Ans. I know the parties to this suit, James L. Crane, Garson Bloom, Isaac A. Crane and John H. Dart; have known the plaintiff about one year and a half; have known the defendants about three years.

Int. 4th. What was the business of the plaintiff on the 19th day of November, 1856?

Ans. On the 19th day of November, 1856, the plaintiff was engaged in the business of selling ready made clothing.

Int. 5th. Where was the store of the plaintiff situated?

Ans. The store was situated on North Clark street, No. 20, in the city of Chicago.

Int. 6th. If you answer to the 2d Interrogatory that you were clerk for the plaintiff, state whether you were familiar with the stock of goods of the plaintiff, and state fully your means of being acquainted with the same.

Ans. I was familiar with the stock of goods of the plaintiff. I had the whole charge of the stock while I was the clerk for plaintiff, and closely examined the stock while I was such clerk, at different times.

Int. 7th. Did you ever see any of the defendants at the aforesaid store of the plaintiff, and if yea, state which of the defendants, when you saw them, and what they did at the plaintiff's store, what they said, and what you said to them.

Ans. I have seen the defendants at the plaintiff's store aforesaid. I saw James L. Crane and John H. Dart there on the 19th day of November, 1856. They closed up the plaintiff's store by taking the possession thereof and the goods therein, and locking up the store. They said they had a writ of attachment against one Israel Bennett, and must shut up the store. I told them that the store belonged to the plaintiff. James L. Crane then said that it did not make any difference who owned the store, we are going to close it up.. They then shut up the store and took possession of the goods.

Int. 8th. What was the value of said stock of goods of the plaintiff upon the 19th day of November, 1856, and what was your means of knowing the value of said goods?

Ans. The stock of goods of the plaintiff on the 19th day of November, 1856, was three thousand dollars. My means of knowing the value was my familiar acquaintance with the stock of goods, and by making an inventory thereof a short time previous to the 19th day of November, 1856, of each article in the store.

Int. 9th. Did you ever purchase any goods of any persons for Mr. Bloom, the plaintiff? if yea, of whom, and when, and how much?

Ans. I have purchased goods for the plaintiff of Leopold & Goodheart, and some at auction in Chicago; bought of Leopold & Goodheart and at auction about the 10th day of November, 1856, goods to the amount of \$450, including what I bought at auction.

Int. 10th. Where was the plaintiff upon the 19th day of November, 1856?

Ans. The plaintiff was away from home at the time—don't know where he was?

Int. 11th. Did you help to take an inventory of said stock of goods at any time? and if yea, when, and what was the amount of such inventory?

Ans. I helped to take an inventory of the stock about the 5th day of November, 1856; it amounted to from \$2800 to \$2900.

Int. 12th. Was the said stock more or less valuable on the 19th day of November, 1856, than when you took such inventory? and how much more or how much less?

Ans. The stock was worth about the same on the 19th day of November, 1856, as when the inventory was taken.

Int. 13th. Do you know any other matter or thing which would be of use to the plaintiff touching the matters in controversy, and if so, state the same fully and particularly, in answer to this interrogatory.

Ans. I don't know of anything more.

Cross-Interrogatories and Answers thereto by the witness on the part of defendant.

Cross Int. 1st. State whether or not you are a Jew, and whether you are an Israelite by descent or not.

Ans. I am a Jew and an Israelite by descent.

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Ans. I was sworn with my hat off and head uncovered, and I consider an oath binding upon a Jew if sworn with the head uncovered,

Cross Int. 3d. State whose sign was upon the store mentioned in your answer to the 5th direct interrogatory, on the 19th day of November, A. D. 1856, and whether or not the name of Israel Bennett was on such sign at that time.

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	Fees.—1 Levy	.50
	1 Mile	.05
	1 Return	.1065

JAMES S. BEACH,

Coroner and Acting Sheriff. By John H. Dart, Deputy.

Served by reading to the within named Israel Bennett, the 26th day of Nov., 1856.

Fees.—Service	.50
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L. H. HYATT,

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Supreme Lourt

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> L. H. Hoyatt Other atty

Jameson & Morse, Printers, 14 La Salle Street, Chicago.

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I heard the defendants Morse and Butler testify upon a former trial of this matter. They testified that they helped take the inventory of the goods attached.

CROSS EXAMINED.

I used to be a law partner of Mr. Hyatt, and as such was counsel in this case. Bloom was Hyatt's client, and Hyatt had charge of the case. I have withdrawn my appearance in the case and am no longer counsel. I cannot tell whether Morse and Butler testified that they took the inventory referred to in Bloom's store or not. I was present at the trial of the former suit for this same matter, which suit was dismissed after trial. Mr. Hyatt said he dismissed in order to hold defendants to bail, the Cranes having failed since the suit was commenced. He did not say that he dismissed to make Morse and Butler parties to a new suit. I did hear him say before he commenced this suit that he should join Morse and Butler. I did not hear him say that he dismissed the suit because one of the plaintiff's witnesses appeared so bad. I don't think Mr. Hyatt called that witness a liar, but he called him something and told him to go down from the stand. He then went on with the trial. He did not dismiss the suit until the testimony was all in on both sides."

The plaintiff also introduced the return to the writ of attachment referred to by the witness Barker, which return was in the words and figures following, to wit:

"By virtue of the within writ of attachment, I have levied upon the goods and chattels mentioned and described in schedule annexed and marked C, the 17th day of November, 1856.

<u></u>	Fees.—1 Levy	.50
	1 Mile	.05
	1 Return	

JAMES S. BEACH,

Coroner and Acting Sheriff. By John H. Dart, Deputy.

Served by reading to the within named Israel Bennett, the 26th day of Nov., 1856.

Hees.—Service	.50
1 Mile	.05—55
JOHN L. WILSO	N, Sheriff.
By John H. Dart, D	eputy.

The plaintiff to further maintain the issue upon his part, introduced the testimony of another witness named Charles Myer, who testified as follows:

I lived on Kinzie street, on the north side, in 1856, owned No. 20 Clark street, and leased it to Bloom about the middle of April, 1856; he took possossion on the first of May; he brought in goods and commenced a clothing store; he lived up stairs; he occupied the store until the middle of November, 1856.

Cross-Examined.

I gave him a lease; never got rent from Bennett. He came along with Bloom when he rented the store; cannot tell whether it was the first time that Bloom came that they came together. Bennett was along when the bargain was made.

Which was all the evidence submitted to the jury, who after hearing the same found a verdict for the defendants, whereupon the plaintiff moved the Court for a new trial of said cause upon the ground that the verdict was against evidence, which motion the Court overruled and entered judgment upon verdict, from which judgment the plaintiff prayed an appeal, which was allowed.

The error assigned is the refusal of the Court to grant a new trial upon the motion.

L. H. HYATT,

Plaintiffs Attorney.

Supreme Court

Garson Bloom

I.S. brane et als

Abstract of Record

D'cledMay 16,1860 Lideland

> L. Ho. Hoyatt Oltfs, atty,

Anited States of America State of Allinis Compy of Good St. Hear before the Horzorable the Langu of Superior Court of Chicago. mithin and for the County of Cook and State of Illinois ata Vegular Term of sain Superior Count if Chiengs. begen and holden at the Court House in the City of Chiengs in face County and State, on the first Monday being the frist day of October in the year of and dry, eighten hundred and fifty min, and of the branfundence of the United States of america the eighty fourth. Tresent The Hoy orable Ishn in Wilson Chief dutie of Superior Court of Phicago Jan It. Itiggin @ Growt Toodrick Juges Calor Haven Prosecuting attorney John Fray Theriff of Ook Orunty. Walter Memball flood

De it remembered that heutoford, to with on the 25th day of dome in the year of our dord lighten him drew t fifty eight, Janon Bloom by his astorneys filed in the Office of the Clark of the Book fg. (and of Common Reas, hi cutain declaration, in The to oras of figure following, towit! Good Comby Court of Gommon Reis July Jum 1838. Genera Sloom plaintiff in this Suit by Souther and My att his attorney complaint of James & from, danc Ol. Cram, John It. Dark James J. Gather and Francis C. morse, who are in custody to in a plea of treepass. For that whereas the said defend ants out the 19th day of november 1. O. 1836. and on diver other days between that day and the commencement of this suit with free and Drus broke and enteres at Certain store of the planetiff situate and being in the city of Chicago in the County afores and and thew the thew make a great white and disturbance therein and stayed and Continued there making fricht morse and duturbance for al long space of how to hit for the space of two days then next following

Once during the him aforesaid, to mit on dais 19" day of Movember 1836. with force and arms Leized, took and Puried awaydivers goons tout. Tooonwoods - Zoofrock Couts Forbusiness Conte Fromthe - Dos frais of frants - 50 Innin Undbellouts So hats - Sto Caps - 21 Junks - 1001 Shirts - 100 toer thirts - 10 mp air aver alls - 50 general fracks for crarate - 10 spain Suspendies. 10 of ochet hour-Kerchiefs 1000 fram Stockings -100 pein Hores Toopair withethes - 100 pain miltens - 200 pain of drawers of the sain plaintiff there being found One being in fair thoro and being of great value to with of the Value of Hood Round. and Carried Away the same one contested and hipour of the Salur to their own ase, by me our of which thosis Jeluntiff was him dend land preventes from Carrying on his necessary business in sain store Tour at the County aforesaid Sais defendants on the day and gen of over and with force and ams to to mit at Chienge in the County afrasain seried - took and carried away liver goras tina Chattels of the sain plaintiff of the litto number, quantity, quality, description and Value in the said frich Count of said declara trow mentioned thew and there being found and Own and, and other wrongs to the said plaint iff thew and thew did to the great damage of the plantiff und a auch the pener of the State. Mhenford the sain plaintiff faith that he is cufined and hath enclaimed damage to the amount of Chour thous and dollars and Chereford frings his fuit te. Janker rolloyall Raintiff attorneys in the year afores aid the sand Reflux outs, buf their attorney files in the office of the Clark afraid Court their certain pleas in the words ofigures fallowing to mit! Ogok County Courts of Common Pleas 3 James S., Cram Donne a. Craw Derly Jerm 1808 John 46. Dark James J. (Bather Ca) Tolespass. Francis 6. Morse & Garson Blosm &

Und the sain dames (a) drane a. Cogue, James V. Gutler, and Francis C. more by N. Clay Conde their altorney form and lefend the force and injury when to and kay that they are not quilty of the oni or tufposed trapassabord lain to their change or any or either of thew, or any part thereof in manner and form as the sain plantiff hath thereof atom Dought ained against there; they furt thems closs and the sain Plaintiff dock Ho. Celay Con to the like, Butter of ty at Clifts at ty whom the Country oco

Und for a further plea si this behalf, the sind aliferands Dames & and Drane a. Craw. Dames D. Batter and Prancis & more for the form foren by leave of the Court has for this purposes fries had and attained according to the flatate in fuch case made and provided. Last that the dairy plaintiff ought nort to have or maintain his afores air action thereof against them. the sain defendants - because they say that at and before the sain suffered truspass in the plaintiff Melantino mentioned trus in the plaintiff Melantino mentioned trus or or ministers the sain dames & and draw or or

Craw. diw wfrom the 17th day of november 1836. Cause by John a. Sameson their attorney a legal mit of attachment to be issued out of the level le outy levent of leon and Pleas in favor afthe lain dames of and draw a. Craw against the good and chattels and estate of Derail Bennett and by their said assormed direction to the Shirt of Conto Country to levery by himself or his deputies sais with of alt nelment export the dain good and Muchandies in the plantiffe declaration mentionia, as they has good right to as And the sain Theriff by his legally authorexed deputy list before the return day spraine Which make levy thereof upon the property muntrones und des Criber in the plaintiffs delaation as the property of Boral Junet according to law as by sain mit and the return thereon describing dairb property still in Carl Caguly Court of farm on Plens, will appear. Must that the property to leview upon by the said Theriff, and his defenty was The same property in the plantiffs declara timo described and that the taking of the saw Inoperty upon the dais with afalt nohment by the dara Sheriff and his alfuty is the came taking in the plaintiffs declaration Complained

of and that the taking of the as afores aid is the same some of action for which this suit is brought. And that the property in the flaintiffs declaration described marat the time when the fair Ruppour trespass was Committed The Juste letate of the sain dirace Cumets and liable tobe taken export sain with of altachment. And this they are ready to verify whenfor they fray bergment if the plaintiff ought futher to have or maintain his afore-Paid action thereof against their. Their holy Conde Und aftermas. to mit, on the day of gene last afore-Paid. John 26. Dant filed in the office of the class of Said Court. his certain plea, in the most of gover. follorry to min! Cook County Courts July Jenn 11, D. 1838 John H. Ourt 3 July Jenn 10, 1838 July Jenn 10, 1838

And the sain Some the Court by Ablay Conve his afterney comes and defents the force and injury that he is not gently of the sain enforced tree as about lain to hickney or any or either, or and part thereof, hi manner and form as the sain plaintiff hack about Complained against him and of this he faits himself apold the Country.

And the laintiff dock Toy Do. Clay Courde the Like, Backer Hoy Do. Clay Courde

defendant Sohn it. Oat by learn of the Court here for this purpose fish had and oftained according to the Statuto in such case made and provided sup that the said plantiff ought not to have or main tain his afores air action there of. against him the raid defendant because he Says. That at and beford the said supposed Breefines in the plaintiffs declar ation mentioned mas committed John & loileon was Theriff in the Cauty of Oor 10 & State of Blinois and that the dai's dofu to Wast or is at the line of her the Raid sufficeed trespass in the onice planitiffs Reclaration mentioned was sommitted deputy Theriff of the baid of the V. Willow, and duly authorized and appointed to derre process in the said

Comby of Corto-Our that afron the day when the Paid Ruppour tresposs was sommitted one John a. Dameson who was then and their on altorney of this Court duly qualified, put into the haues of the sain Och & Wilson a langue with of attachment returnable to the Carlo County Court of Common Pleas, at a term thereof to to holden upon the 1th Mount as of Sam any 1834, in farm of James & bram oun Doane a, Orano, against deract Bennett which was signed by Walter Kintall whomas thew Oler ofsain Cork County Court of Common pleas, and which was duted the 11th day of november 1836. and which bord the seal of the said Court Memorie ong the some of Frenty fine Wennered dollars damages and that the said Irhu & Drilson or direction by the daw colm a. Comes on who was the altorney of the sain dams & and Asaac a. Gram. to levy Dain with upon certain property of the Dain I erail Semis then betwat in the Camby of Corto aforesaid, and that the sain who it want dio as the Deputy as aforesain of the said with L. Thelen before the return day ofsaid with levy sain with afattuchment apon the property of the sain Neral Semit, and made aturn thereof on and brut according toland as by

Und afterwards, he wish: on the 17th day of Alexander in the gent aforesain, the sain Farson Bloom by his altorney filed in the office of the Clerk of dain Court. In certain Pepleatitiven the words of genes as follows touts Cork Compty Comt ?

of Common Heus.

Sanson Bloom

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Jennes & Morre ? Und the orid Claim tiff by Backer Hyall his attorney Comes trays the raid Raintiff ought not by reason of any thing alleged in the said 2 plen of suis James & Cram Isane a. Crame. James J. Gutter & Francis C. morse, to ho band from having or main turing his aforegain he tion through against thew because he says the Bard Baputy in said Declaration mentioned is not the property of Some Bennith, but the some is the property of aid Maniliff as in said Declaration alteger - t of this the Clambifffuts The le. S. Cameron to ast Heff asty

Janear Cloren Stand Some of Comment of Comment of Comment of Comment of Some of Some of Some of Contract of Contract of Some of Contract of Some of Contract of Some of Contract of Some of So Francis Ce, morse Und now comes the sind Ram tiff by Bonton ought not by renew of any thing account in the Fair Inal plea of said defendant John 36. Cart to be france from having or main tain ing his afores aid action thereof against hinds because he says that dain property in the sain De Claration mentioned was not the property of sun Serall Gennett as in sain 2 plen of own to Cart-alleged dut orm the property of the said Maintiff as in daid alcelmation always to of the Plaintiff puts himself on the Camby te. In out as the like 6. S. Cameron Carted of Coal Reff altin defte ally

Oland afterna, h mit, out the The ung of September en tho year of our dora our thous and eight hum and and fifty nim. dain day being one of the days of the September Term of the Superior Contrafchicago. the fall owing among other proceedings were has and buttered offer Cora in this Court tomit; Sanson Bloom Orispass. Sams L. Com France W. Cogni John M. Dark, Somes F. Batter (2) Francis E. morse This day somes sain Plantiff by Booker Hyak his astrongs and said Defend antoly Illelay Course their allorny also com uno they being joined herew it is oround that a Serry colo, Whenpon comes the ferry of good then lawful mur, tomit: Naum Amburgh Alfred Frols too, Henry merries, Jeth Lasher, John I. Meat, John milleare, Wm then our Mitenfield threttenmahand, hes W. Payer For King and augustus Frizell, who being Muly licetio, tries and awarn to try the ipear floined afores and after hearing located or grements of Comes O and instructions of the Court retiro to consider of their berrich, and

to how if adjournment having arrived apow agreement of the frantis of is oracred that when the Dry Chave have agreed apon a verdich they Shall reduce the same blouting ligh and lene the dawn and afternon of Reparato and much Court tomorrow morning. Una afternances. To with, out the ork day of the month byen afour ain, said day being on of the days of the Soptember Jehn of aid Court the following Mong other from ings trew had and enteres of Record in this Buth tomit! Tomeon Sloom Thespaper Some L. Crane, Sanc W. Cram John Mo Oak. Sames F. Gitter (2) Francis O. Morde. And now again come the faction to this Cause, by their astorneys and the jung emprametter herein on yesterd ay for the trial of this Cause also come gran Inbenit their reso ich and eng me the samy

en this cause. Und afterwards to with out the 15th day of October in the gent afres aid, sain day then of the October Down of dala Court, the following among other form cuting were had tenteres of Record in this Court, tronit Men Sloom Trespass. James & Crane France W Cramo Sohn It. Nach, James F. Butter and Francis E. Morse A And now at this day again comes the faction to this cause by their respective attorneys as afores and and Course being heard on plantiff motion hertoford Put milles herein for a new treat in this Cause and the Court being July adviced in the fremises it is consis in by the Court that plan liffs said motion for a new trial he oriented wherefun daid plaintiffenters In exceptions herein.

Therefore it is considered Inin Objend outs do have and recover ofsain plaintiff their Docts and Though about this defence en this behalf of pended, and have execu trow therefore and therespon fair plaint eff having entered his afceptions from an appear herein to the Suprem leaut of the State of Williams which is allowed him upon filing herein this append bond in the punciety of One humano dolland to be approved by a denigo of this Court toto filed within thirty days with bill of the ceftions. Und afternands, to with: on the 18th day of October you the gent after and, Sandon Sloom filed in the affice of the Clerk of sain Court, his certain Seto of exceptions, in The moras ofigures following tomit: Janem Gloom? Superior Comboschiege

Same D. Crozun 3 Sanc A. Com 3 Sohn He. Nart 3 Sames J. Onther Co

Travers C. morses

Hato of Allinois 3 Cooks County es 3 Dich remembered that on the brind of the above entitled cause, the plaintiff To maintain the issue on his part introduced to Deparition of our nathan allyan an which Said Aprosition is in the words and Jejuns follow. Interrogatory First - What is you name age residence and his mes? Mewer to fish Interrogation. my name is Nachas Oly ander, my age is Frenky light years, of reside in the Vallage of Comina Cheming Country and At its of New yord, and enjaged as a Clarlo in the business of reasy made Interrogation Second - When din you reside after the 19th day of November 1886. and what was your busines arthat time? Olnewer to Second Interroy atong Aresiand on the Micago, my business was the a Clark for Tanon Bloom the plaintiff in this action.

Interrogatory this - No you know the frantis to this fait, or any of them, lifyen, which of them. Unever to this Interrogation Allmost the parties to this suit, Janson Gloran Poff. Sames L. Cram. Isance a. Oram. John ob. Jant, hard Morrow the Rain tiff about our zem and a half. hard Known all the Afend ands about througeness. Interroyations of I What was the fremis of the Plaintiff out the 19th day of November 1856. Answer to 4th Interrogations Out the 19th Any of November 1886. the Plantiff was engaged in the business of selling ready made Clothing! Interrogations of When was the Store of the Plantiff Lituation? Unever to of Interrojatory. In Store masit-unter on North Chack Struk No 20 in the City of Chicago. Interrogations 6 & Afrow ensues to the 20 interrog

along that you were class for the Plan tiff, etato whither you were familia with the thoch of goods of the Rantiff and state fully your ment of being acquainted with the same. and to lot Interrogations Iman Jamidia with the stock of gords of the Raintiff, That the whole Change of the Strek while Irus the Olub for Raniliff, and Cloudy examined the stock while Iran such Q luto at different Interrogation The New you ever Ru any of the defendants at the afores and store ofthe plant Eff, and if gen, state which of the defend outs, when you dant them, and what they aire at the platiff Hord - what they daid, and what you daid to them. Observed to you Interrogatory Thave seen the Ufen dante at the Rambiffe Itoro aforciaio, dans James L. Cram t John & Jant their, out the 19 ch way of November 1886. they closed up the plantiffs Storo, by taking the prossession thereof, and the gran therein durk locking of the Store, they tand they had a with of Altrichment against our smul

Semit, and much that up the store, Stole them that the store belonger to the Raintiff, dought Craw then said that it aid not make any lifference who owned the store, we are going to Clou it of they then that up the stow and trus presession of the goras. Interrogatory 8th That was the value of in Hock of goods of the plaintiff upon the 19th day of November 1886. and what was your shaws of Morwing the Value of sain goods. Unever to the Interrogation The stock of goods of the plaintiff out the 19th day of November 486. has throw thous and dolland, my means of Throwing the Value has my familia acquaintened with the strest of gords, and by making and inventory thereof a short him previous to the Igany of Movember 1836. ofeach article in the flow. Interrogations of any persons for mollow the plainty if year, of whom and when and how much. Anew to go Interrogationy- I have prochased

goods for the Plantiff. of Leofe ent Torohent and some at auction in Tricago dought of Lopola Horohart and at auction about the 10 th day of November 1836. goods to the Un such of \$450, including what Strught Interrojatory 10th When was the plaintifferfrom the 19th day of November 1836. Answer to 11 Interrogations The plaintiff was away from how at the time, don't know where he was. Interrajationy 1th Did gow hilp to take an inventory of said stock of goods at any time, and if gen, when and what was the amount of such inventory An inventory of the Strest about the 5th day of November 1836. it amounted to from \$2500 to \$2900. Alerragatory 12th Martho Dais Stock

Interrogatory this - No you know the frantis to this feith, or any of them, lifyen, which of them, and how long have you throw them Unever to this Interrogating Months partis to this prich, Jarson Glosan Peff. Samus L. Cram. Isaac a. Cram. John B. Jark, hard Known the Raintiff about our gen and a half, hard Known all the affect and about througeness. Sterroyatory of I What was the humip of the Plaintiff out the 19th day of November 1856. Answer to 4th Interrogations Out the 19th amp of Arrember 1886. the Plaintiff or as engaged in the business of selling ready made Clothing. Anterrogatory of When was the Store of the Ranitiff situation? Unever to oth beterray atong. In Store mar sit-unter on North Court Struk No 20 in the city of Chicago. Interrogations 6th Afrow ensues to the 20 interne

atony that you were client for the Plan tiff, etate whether you were familian with the thotoforts of the Reantiff and state fully your means of being acquainted with the same. Andwer to loth Interrogations Iman Jamilia with the stock of gords of the Raintiff, That the whole change of the Strek white Irus the Olub for Rantiff, and Cloudy Hammed the stock while In as such Club at different Anterrojatory The New you ever for any of the defendants at the afores aid store ofthe plais-Eff, and if gen, state which of the defendants. when you Sant there, and what they air at the platiff Hord - what they baid, and what you daid to them. Onewer to you Interrogationy Thave seen the Olefen dente at the Rambiffe Itoro aforeraio, deus Samue & Craw t form & Jant their, out the 19th day of November 1886. they closed up the plantiffs Storo, by taking the prossession thereof, and the Grand therein dura locking up the store, they tand they had a with of altrachment against one soul

ber 1836. than when you trot such inventory and how much more or how much left Unewwh 12th Interrogatory The stress was ber 1836, as when the inventory was taken. Interrojatory 13th Dogon Mond of any other mutter or thing elhabh water he ofuse to the plant if touching the matters in Doutroverses, and life, state the same fucey and particularly in answer to this interrojatory And thing more Gross Interrogatories and answers thereto by the witness out the part of the defend and. You are a dew, and whether you werk an Derailito by discent of not. Answer to get Orap Sotterry atong

Nam a few. and an desalito by hercent. Crass Anterrogatory 200 offine answer to the about interrajations you say you are a feet or dernitite, etato whether or not you wouldwan at the time your deporting or us taken herein, with your hat out, or with your head morrows and State which you court ou and onthe histing upon a pled if Rworn with the head uncorrect Miswel to Das bross Interrogatory. I may lworn with My hat off and how incovered, and low if sworn with the hear succovered. Ores Interrojating 3:0 State whom sign was upon the store mentioned in your answer to the The Clinch interrogatory out the 19th day of Arounder a. a. 1836. and whether or not the name of Derail Simil was or such lign at that time. Univer to on Owes Internagations the store at the time mentioned of any fureow.

Semit was present or about Sain flow on and Sain 19th May of November A. O. 1836 or not. Onemer to 4th Chass Siterry along-We man not present or about the store at the time mentioned. Matham Mexander On a also introduced the testimony of a certain witness named dough of. Sanker, who ter tified as follows. "I know the parties to this action, Cometime in November 1886. I went to the Store of Cramo Brothers on Mater that in the eity of things, with a with af Replevin in favor of the plaintiff for garre mentioned therin - I saw defend out dames d. Orano and demand the goods of him; he said they (fram Porthers) Hast the good which were taken from Voloom upon their attachment with against Dennets that would not give them up, nor two when they were I heard the defend ants morse Und Satter teatify upon a formet trind of this matter, they to tified that they helped take the inventory of the grown alt aches.

(Cross Examined) Jusen to be a law frankner of me Hegatt and as fuch mas Counsel withis Cases Bloom was Hyatts Client and Hyatthas Change of the Cale. There withdrawn Puf appear ance in the case and am no longer comment I cannot to whether morse and Buttertytified that they took the inventory referred to in Glooms store or not Imas four entat the tried of the former buil for this dame multer Which suit was dis missed after trind. Mr Heyath lain he dismissed it in orace to hoto de Lendents tobail, the Cranes having failed Lived the Luck was Communico - Egain not Lay that he dis missed to make morse and Butter parties to a new Suit - dais hear Sim Lay before he Commences this sinh that he showed join more and Butter, - dain not hear him Ray that he dis missed the suit because one of the plantiff witnesses appears Lobado Sant think Mr Mogath Raltes that situes a liar, but he catter him form thing and tola Sim to go down from the stand, he then went on with the trial, Hear's not dismits the fait entill the testimony was all in on both And also introduced the ution to the withof attachment referred to by the witness Barker which was a with of attachment issue and

The Schedule above referred to, is in the moras of gives for low ing, to mit: 79. Overcrats. 162 asserted Conts, 201 Oct? Vist. 21215, Times 121 R. Lentro Gate 14 Ja Do Panto & Rubber Coats. 11 Rubber Hats. ot Caps. Soil Coats 20il Bap. & Confet Do. & Frentle , Clay Ores All 4 12 Az Flamel Shits, I'm Dy Dw. Overshits, 1 day Unin I White to de Hickory Oo. in a stripes do 16 Da, Genem sufficelle I'm Dog Canna Pants /2 dez Own Frocks 16 4 " Shirts of in dly Cravats Tabo Monots, 44dog Inefermans, 2 to a Hally 3 to a Help 3 to a Help 13 Typets & Jabr. 1 Montrellar. 21'4 Day Hats & Cafes. The Day Bro Crowers.

of the Cook County Court of Common Rent, at the feit of our down O. frame and the defendant James L. Com and Doand a. fram and directed to the Sheriff ofsaire Country, Com monding him to altach the property of ouderne Gennett, which said return is in the worst and figures following truit! By vietus of the within with of attachment I have lever upon the gors chattels mentioned and described in Icherale annexed and marked 6 the populary of Nor 1136. Sames S. Seach Coroner & Acting Sheriff
By down Ho Want Clipty Server by reasing to the within arome deraw Semit the 26th day of Nor 1136.
Sohn & Philian Bhu iff By John 46. Nach Raputy. And the Plaintiff the suted And the Defendants to manitain the issue on their frank introduced the testimony of a certain without named Hamilton &. Boyne who testifican fier as follows - Sam a Club of the American

Threes Company, Moran I. L. Cram Bras r Co. Mun them on the 19th of November 1856. Rive not throw Bloom. Mun Bemith han stores on north Class Street and Lake Street - In Club of Craw Brost Co, in February 1836, and Continued there and gend as book Kuper Servel Gennett orns buying goods during that him Frequently - has bought goods to go to North Clark of Free drecollect thro bills to go there about \$ 300 luch, this mas in actober 1836. on bito the 28 " October 1836 \$28866 delivered to mich Clark Struk- Hofring after - Serall Bernett and soil dais they menter the goods, mainly for their north Class strut stone. grows went there - bought a great many goods then of defendants, form gent he run as high as \$3000. Moved for I Hoom thew, alt nehment desired horiente + 17 20/ 1/56. Has nevel in nv. 20, flynd struk, Know where it was. (Cross Examined) It was not my on inest to weliser goods. I never did deliver any to any body. Inever went with dray men to activer goods - never and any goods de. livered Height such as mero outiveres to funchacus at the Store - Thave said that I was never at no. 20. north Clark ftruk - never our any goods delivered thew. don't Know as any of the goods bought by Senneth bed went their - throw nothing about Blumbi affairs weeft what he tres mer Bumett had feveral stores in the City, Adont Brown how

many - Ihave fair that Benneth bought a goldat grantity of goods of defend ants, faid as high as \$3000, per annem - Goots went sent Just when Bennett directed them, countines to One place and formations to ampthis. Und the Defend and hew richer. Thy Plantiff to maintain the isen on his front. Sharly Dayer who betifies as follows. I liver on King is Street out the North Lide in 1886. Owned Av 20 Styre Struk and lineed it to Bloom about the middle of april 1856, to May 1857. He took presession out the frish of may The brought in goods and commerced a storking Store. He liver up stoirs - He occupies store until the middle of November 1856. Agave him a lease - never git rent from Dennett- The came along with Bloom when he renter the Stone - he came only once, permot till whicher it was the first time that Bloom come they came together - 18 ennett was along when the buy and tras made If hich tru all the svidence in the gase, and for asmuch as the matters afores aid do ast affen ofrecord us sain Cause, Daiso Ramitiff from that this his bill of exceptions belligned and hated which is accordingly down this thinteenth day of October th. D. 1139.

And after war de, to with, on the 12th day of Novem ber in the year aforesain, the Dain Baren Bloom files in the office of the Olerth of said Court his Certain appeal Bond, in the Front ofigures follows eng troit! Modall men by the presents that me Juin Gloon and Amoen lood hunt Drane marks are held and fring brinds ento farmes L. fram donae a. fram, John H. Wart, formes I. Gatter and Francis Co. morse in the french lum of On hundred dollars, to the payment of which some of money well and truly to be made unto the dais dames L. Isauc a. John H. James I and Francis E, their heris, executors and asministrators be bine ourselves our heir efections Our ad ami estrators frimely by thes presents. By witnes whereof we have here out whom hands and feels this It day of November 1809. Ihe Condition of this obligation is such that where a the above named dames L, Isaack Irhu H. James I and Francis C. din at the october Jum 1839 of the Superior Court of Chicago recom a judgment against the above founder Janen Bloom, for the some of Cools ofrent, in a suit when in sain Poloon was plaintiff, and said oblique new defendante, and whereas daw / Hoom fraged an appeal from said

jungment to the Supreme Court of the State Allinois which sain appeal or allowed by sain Superior How there for if said Has shall prosecute his sain append to effect and pay the sain friquent and all esets interest and damages thereow in Case Said judgment shall be affirmed their the Jorgany bound shall be mill and boid. approved I Sloom lead Frank Bronich Jany to W. Gordhout (seal) Jeane marks by of book & S.S. I. Walter Kinsball Clark of the Superior Court of Chicago in and for said County formuly the book bounty bourt of Common Oleds I do hereby culify that the foregoing is a full true and complete transcript of all the pleadings on file in my office and of the proceedings entered of Record in said bourt in the case wherein Garson Horn is plaintiff and Janus & brane. Isance A brane John Ho Wart James & Butter & Frances & Marke are defendants. ong name, and affig the Seal of soil ong name, and affix the Seal of said Court at Chicago this 13 day of April

Gann Blow & Same & Same Lane & Orang Aul

Our and say that there is manifest error in the ment and procubing africaid in that the early Blomes with the early Blomes with for a new trial and mederal judgment me the writest which was entrury to the law and the circlence in the case and for their errors apparent me the free of the ment

Garson Bloom Jame, & Brane etal Files Aft. 19.1860 L'éland Ch. deerfy. 50 Oran Heat Paid by Peffatty Millimball