

12788

No. _____

Supreme Court of Illinois

^A
Heed

vs.

Bogue et al

71641  7

Charles J. Leggett

My dear Sir
I have the honor
to acknowledge the
receipt of your
letter of the 10th
inst. and in reply
to inform you that
the same has been
forwarded to the
proper authorities
for their consideration.
I am, Sir, very
respectfully,
Yours,
Charles J. Leggett

1859

253 - 187

John S. Nelson

Record Envois and
Joinder.

~~To be inserted in the~~

Filed May 6. 1859
L. Acland
Clerk

for Transcript.

United States of America
State of Illinois } S.S.
Cook County . }

Pleas before the Honorable John
M. Wilson Judge of the Cook County Court
of Common Pleas within and for the County
of Cook and State aforesaid At a Special
Term of the Cook County Court of Common
Pleas begun and holden at the Court House
in the City of Chicago in said County, in
pursuance of an Order of the Judge thereof
and to public notice given in accordance with
the Statute in such case made and provided
On the second Monday being the ninth day
of November in the year of our Lord One
Thousand Eight Hundred and fifty seven
and of the Independence of the United States
the Eighty Second —

Present The Honorable John M. Wilson Judge
Charles Haven Prosecuting Attorney
John L. Wilson Sheriff
Attest Walter Kimball - Clerk.

Be it Remembered that heretofore
to wit on the tenth day of July in the year of
our Lord One Thousand Eight Hundred and
fifty seven Frederick B. Head by Sherman
Waite & Towne his Attorneys filed in the
Office of the Clerk of the Cook County Court
of Common Pleas aforesaid his certain
Affidavit and precept for Writ of Replevin
which said Affidavit and precept are in

the words and figures following. to wit

In Cook County Court
of Common Pleas

Fredrick B Head (In Replevin
vs To September
Charles J Bogue & Term 1857. -
John L. Wilson Sheriff
of Cook County. -)

State of Illinois

County of Cook ss.

Fredrick B Head Plaintiff
in this Action being duly sworn complains
and says that he the said Plaintiff is now
lawfully entitled to the possession of two iron
safes; One being a Double Door Herring Safe
(so called) and the other a single door "Fire
king Safe". Of the value of five Hundred
Dollars which said goods and Chattels Charles
J Bogue and John L Wilson Sheriff of Cook
County defendants now wrongfully detain
from the said Plaintiff without the consent of
the said Plaintiff and that the said goods
and Chattels have not been taken for any
tax assessment or fine levied by virtue of
any law of this State nor seized under
any execution or attachment against the
Goods & Chattels of said Plaintiff liable to
execution or attachment wherefore the said
Plaintiff prays that he may have replevin
of the said Goods & Chattels and that the
said Defendants may be summoned to

answer unto the said Plaintiff wherefor the
said Defendants wrongfully detain the same
as above complained against gags & pledges.

Subscribed & sworn to
before me this 10th day
of July A.D. 1857.

Fredrick B Head.

W Kimball

Clerk Cook County Court of Common Pleas

In Cook County Court
of Common Pleas

Fredrick B Head

Charles J Bogue &
John L Wilson Sheriff
of Cook County

In Replevin

Please issue Writ of Replevin
in above suit returnable September Term next
for Coroner of Cook County to execute

Yrs

Shumway Warts & Towne

July 10th 1857.

Attys for Plff

And afterwards to wit on the
same day and year last aforesaid there issued
out of the Office of the Clerk of the said Court
a Writ of Replevin in the above suit, which
said Writ of Replevin Sheriff's Replevin
Bond and Coroner's Return on said Writ
are in the words and figures following
that is to say.

State of Illinois }
Cook County } S. S.

The people of the State of Illinois
To the Coroner of said County. Greeting

Whereas Frederick B. Read Plaintiff complains that Charles T. Bogue and John L. Wilson Sheriff of Cook County Defendants wrongfully detain the following described Goods and Chattels to wit: Two Iron Safes; one being a Double Door Herring Safe (so called) and the other a single door "Fire King Safe" - of the value of Five Hundred Dollars Therefore We command you, That if the said Plaintiff shall give you Bond with good and sufficient Security in double the value of the said Goods and Chattels as required by Law, to prosecute his suit in this behalf to effect and without delay, and to make return of the said Goods and Chattels if return thereof shall be awarded and to save and keep you harmless in replacing the said Goods and Chattels, you cause the said Goods and Chattels to be replaced and delivered to the said Plaintiff without delay; and also that you summon the said Defendant to be and appear before the Cook County Court of Common Pleas for said County on the first day of the next Term thereof to be holden at the City of Chicago in said County on the 2nd Monday of September next to answer said Plaintiff in the premises

And you have then and there this writ with an endorsement thereon in what manner you have executed the same together with the Bond which you shall have taken from the said

Plaintiff as before commanded before executing
this writ

Witness Walter Kimball Clerk of
our said Court and the Seal thereof at Chicago
in said County the 10th day of July 1857.

L.S.

Walter Kimball Clerk

Sheriff's Replevin Bond

Know all Men by these presents
That We L D Norton Holland M Rich-
mond and J C Nyman are held and
firmly bound unto Gerg P Hanson Coroner
of the County of — in the State of Illinois
and to his successors in Office executors Adminis-
trators and Assigns in the penal sum of One
Thousand Dollars lawful Money of the United
States for the payment of which sum we do
truly jointly and severally bind ourselves our
Heirs Executors and Administrators.

The Condition of the Obligation is
such That whereas on the tenth day of July
in the year of our Lord One Thousand Eight
Hundred and fifty seven the said Frederick
B Head sued out of the Common Pleas Court
of Cook County a writ of Replevin against
Charles J. Bogue and John L Wilson
Defendants for the recovery of the following
described Goods and Chattels ^{property} _{writ}

Two Iron Safes: One being a double door
Tanning Safe (so called) and the other a
single door "Fire King Safe"

Now if the said Frederick B.
Head Plaintiff shall prosecute his suit

to effect and without delay and make return
of the said property if return thereof shall be
awarded and save and keep harmless the
said Coroner upplying the said property then
this Obligation to be void otherwise to remain
in full force and effect -

Witness our hands and seals this
Eleventh day of July A.D. 1857.

Witness

George Tupper

L. D. Norton

(Seal)

Wm Richmond

(Seal)

J C Nyman

(Seal)

Coroner's Return on Replevin Writ.

The Plaintiff having given bond as
hereto annexed I have taken the within
described property and delivered the same to
the plaintiff as per his receipt hereon endorsed
and served this writ on the within named
Defendants by reading this 14th day of
July 1857.

Geo P Hanson

Coroner.

Receipt of Plaintiff above referred to.

Received of Geo P. Hanson Coroner
of Cook County the within described property
Chicago July 14th 1857.

Fredric B. Head.

And afterwards writ on the

to effect and without delay and make return
of the said property if return thereof shall be
awarded and save and keep harmless the
said Coroner upplying the said property then
this Obligation to be void otherwise to remain
in full force and effect -

Witness our hands and seals this
Eleventh day of July A.D. 1857.

Witness

George Lempereur

L. D. Norton

(seal)

Wm Richmond

(seal)

J C Nymann

(seal)

Coroner's Return on Replevin Writ.

The Plaintiff having given bond as
hereto annexed I have taken the within
described property and delivered the same to
the plaintiff as to his receipt hereon endorsed
and served this writ on the within named
Defendants by reading this 14th day of
July 1857.

Geo P. Hanson
Coroner.

Receipt of plaintiff above referred to.

Received of Geo P. Hanson Coroner
of Cook County the within described property
Chicago July 14th 1857.

Fredrick B. Head.

And afterwards writ on the

following, among other proceedings were had
in the said Court and entered of Record
to wit

Frederick V B Head
vs
Charles J Bogue &
John A Wilson Sheriff
of Cook County

In Replevin

On motion of plaintiff's
Attorney It is ordered that the time to
file Bill of Exceptions in this case be
further ^{and the same to be filed} extended, during the sitting of
February Term next of this Court.

Afterwards to wit on the twenty
fifth day of March in the year last aforesaid
the same being one of the days of the
February Term of the Court aforesaid
the said Plaintiff filed in the Office of the Clerk
of the said Court his Bill of Exceptions

twenty first day of November in the year
aforesaid the same day being one of the days
of the November Special Term of the Cook
Court aforesaid, the following, among
other proceedings, were had in said Court
and entered of Record to wit:-

Frederick B. Heed.

^{vs}
Charles T Bogue &
John L Wilson Sheriff
of Cook County

Replevin.

And now at this day comes the
plaintiff by Shermway Waite and Towne his
Attorneys and the said Defendants by Beckwith
& Merrick their Attorneys also come and upon
agreement of parties this cause is now submitted
to the Court for trial without the intervention
of a jury And the Court after hearing the
proofs and allegations submitted and being
fully advised now finds the issues for the
Defendant and for a return of the property
replevied in this cause, And thereupon the
said plaintiff by his Counsel submits his
motion for a new trial herein and the
Court having fully considered said motion
now overrules the same & thereupon the
said plaintiff enters his exceptions to such
Ruling by the Court.

It is therefore considered that
said Defendant do have a return of the
property replevied in this cause and have
a writ of Returno habundis therefor and

also recover his Costs and Charges in this
behalf expended and have execution therefor

And now the said Plaintiff by his
Counsel prays an appeal to the Supreme Court
Which is allowed on his filing Bond in
sum of seven hundred Dollars to be approved
by the Judge of this Court. said Bond and
Bill of particulars to be filed in thirty days -

And afterwards to wit on the nineteenth
day of December in the year last aforesaid the
following, among other proceedings, was
had in the said Court and entered of
Record - to wit.

Frederick B Head

vs

Charles T Bogue +
John L Wilson Sheriff
of Cook County

Represent

This day again come the parties
to this Cause by their Attornies as aforesaid
and on Motion of Plaintiff by his Counsel
and Consent of Defendants It is ordered
that the time to file Bill of Exceptions herein
be further extended to the first Monday of
January next.

And afterwards on the sixth day
of January in the year of our Lord One
Thousand Eight Hundred and fifty eight
same day being one of the days of the
January Term of the Court aforesaid, the

which said Bill of Exceptions is in the words
and figures following to-wit.

State of Illinois }
County of Cook } S.S.
In Cook County Court
of Common Pleas. -

Frederick B Head

vs

John L Wilson &
Charles J Bogue.

Be it remembered that
on the Trial of this Cause at the November
Special Term of the said Cook County Court of
Common Pleas A.D. 1857 to-wit on the 21st day of
November in said year before the Honorable
John M. Wilson Judge of the said Court the
Cause having been submitted to the said Judge
by the Consent of Counsel without the intervention
of a jury come on for trial on the following
pleadings

Cook County Court of Common
Pleas of the September Term in the
Year of our Lord One Thousand
Eight Hundred and fifty seven.

State of Illinois
County of Cook ss

Frederick B Head Plaintiff
in this Suit complains of Charles J. Bogue
John L Wilson Sheriff of Cook County in
Defendants in this Suit in a plea whereof
they took the following property to-wit Two
iron Safes one being a double door Herring

Safe and the other a single door Fire King Safe
the property of the said Frederick B Head and
unjustly detained the same against sureties
and pledges until & and thereupon the said
plaintiff complains For that the said Defen-
dants on the eighth day of July in the year
of our Lord One Thousand Eight Hundred
and fifty seven in the City of Chicago in the
County of Cook and State of Illinois aforesaid
took the following Goods and Chattels to wit
Two iron Safes One being a double door
Herring Safe and the other a single door
Fire King Safe - of the said Plaintiff of great
value to wit of the value of Five hundred
Dollars and unjustly detained the same
against sureties and pledges until &
wherefore the said plaintiff saith that he is
injured and hath sustained damage to
the amount of One Thousand Dollars
and therefore he brings Suit &c

Shurway Waite & Towne
Attys for Plffs

Charles T Boque
John L Wilson
at
Frederick B Head

In the Cook County
Court of Common Pleas

And the said Defendants by
Betchworth and Merrick their Attornies comes
and defends the wrong & and say that they did
not detain the said Goods and Chattels in the
said Declaration specified or any part thereof
in manner and form as the said plaintiff hath

above complained and of this the said Defendants put themselves upon the Country

And for a further plea in this behalf the said Defendants by Beckwith and Mervick their Attorneys say that the said Plaintiff ought not to have or further maintain his action aforesaid against them because they say that the Goods and Chattels in the declaration mentioned are not the property of the said Plaintiff and of this they put themselves upon the Country

And for a further plea in this behalf the said Defendants by Beckwith and Mervick their Attorneys say that the said Plaintiff ought not to have or further maintain his action aforesaid against them because they say that the property of the aforesaid two iron Safes in the declaration aforesaid specified at the said time when the taking of the goods and Chattels aforesaid in the Declaration aforesaid specified is supposed to be, was in one John M Faarum and not in the said Plaintiff as by the Declaration aforesaid is supposed - And this he is ready to verify wherefore he prays Judgment if the said Plaintiff ought to have or maintain his aforesaid action against; and a return of the Goods and Chattels aforesaid to be adjudged to them &c

Beckwith & Mervick
Attys for Defendants

State of Illinois
County of Cook
Cook County Court of
Common Pleas

Frederick B Head
" John L Wilson &
Charles J Bogue.

And the said Frederick B Head
as to the plea of the said Defendants
firstly and secondly above pleaded doth
the like

And as to the third plea above pleaded
in bar says that he ought not to be barred
of his action aforesaid because he says
that the said Goods and Chattels in the
said Declaration mentioned at the said
time when it were the property of him the
said Frederick B Head and not of the said
John M. Farnum as the said Defendants
have in their said plea alleged and of this
he puts himself upon the Country &c.

And the said Defendants doth the like

Shumway Waite & Towne
Attorneys for Pliffs

It was then admitted by the said
Defendants by their Counsel that the
property in question was in the possession
of the Defendants at the time the writ

day of A D 1857. which was
after the execution of the Bill of Sale herein after
referred to.

The Plaintiff for the purpose of further maintaining the issue on his part produced and read in evidence to the Court a bill of sale executed by John M Farnum by Horatio Page his Attorney which said bill of sale is in words and figures following to wit—

No 159 South Water St.

Chicago 185—

Wm Fred B. Head

In ops with John M Farnum
Wholesale Dealer in Hosiery Gloves Watches
Jewelry and Yankee notions - Terms.

1837	March 28 th	By Cash.	200
"	April	" for drayage 1050 and 55%	14
"	May 1 st	" Expens to Dubuque	42 45
"	"	" Balance due on	156 27
			\$ 412 72

" To one Large Jeweller Safe 300
 1 Fire King do 112 72 412 72.

Settled as above May 1857.

John M. Farnum By Hercules Page his Atty.

The plaintiff for the purpose of further sustaining the issue on his part introduced as a witness Horatio Page who being first duly sworn to testify, testified as follows

The before mentioned bill of sale being first shown to him he stated he executed the said Bill of Sale as the Attorney in fact of John M Farnum that he executed the said Bill of Sale on or about the first day of May and that the said Plaintiff at that time took possession of one sett keys of the said safes described in the bill of sale. And that the other sett was in the possession of a brother of said Farnum who was a Clerk in said that at that time the said John M Farnum was indebted to the Plaintiff in the sum of Four Hundred and twelve Dollars and Twenty two Cents for money loaned and for services rendered by the Plaintiff to said John M Farnum that the Safes described in the bill of sale were turned out by me in satisfaction of said indebtedness and that the amount of said indebtedness was a reasonable and fair price for the same - that the bill of sale was executed by me as the Attorney of said Farnum under and by virtue of the written Power of Attorneys now shown which are all executed by the said John M Farnum and are in his own hand writing) -

The Plaintiff then offered in evidence the Powers of Attorney which are as follows -

Know all men by these presents that I John M Farnum of Chicago in the County of Cook and State of Illinois do hereby make constitute and appoint Horatio Page of said Chicago to be my

true and lawful Attorney with full power
and authority for me and in my name
and stead to sell transfer and arrange any
and all notes accounts choses in action or other
evidences of debt now due me for such prices
and Considerations and to such persons my
Creditors or others or to pledge the same as
Security for any indebtedness in such manner
as to my Attorney shall seem fit hereby giving
my said Attorney full power and authority
to bind me fully in the premises. This power
is intended to be in addition to that given
my said Attorney by Deed dated the 9th
day of March A.D. 1857.

Witness my hand and seal this
twenty third day of April A.D. 1857.

John M. Farnum (Seal)

Also the further power of Attorney in
words as follows —

Know all Men by these presents
that I do hereby make constitute and appoint
Horatio Page to be my true and lawful
Attorney for me and in my name place and
stead to transact any and all mercantile
business on my part and behalf to purchase
and sell for me any Stocks or Stock of Goods
upon such terms, upon such terms as he may
deem most for my interest Intending hereby
to empower the said Page to manage my
mercantile matters in the City of Chicago
during my absence as fully as I could do
were I present myself Hereby reserving the
right to
revoke these presents at pleasure —

Witness my hand and Seal this
Seventh day of March 1857 at the City of
Chicago

John M Farnum (seal)

Know all men by these presents that
We John M. Farnum of Chicago in the
County of Cook and State of Illinois and
Anna D Farnum wife of the said John
M Farnum do hereby make constitute
and appoint Horatio Page of Milwaukee
in the State of Wisconsin to be our true
and lawful Attorney with full power and
authority for us and in our name and
stead and as our Act and deed to enter
into and take possession of all such lands
tenements and Real Estate whatever in the
said State of Illinois wherever in said
State the same may be situated to or in
which we are in any way entitled or
interested; And to grant bargain sell
and convey the same or any part or parcel
thereof for such sum price or consideration
and on such terms of payment as to him
the said Page shall seem meet, and for us
and in our names to make execute acknow-
ledge and deliver to the purchaser or purchasers
thereof good and sufficient deed or deeds
and Conveyances for the same either with or
without covenants and warranty on the part
of the said John M Farnum, and until the
sale thereof to let and demise the said Real
Estate for the best rent that can be procured

for the same and to ask demand detain for
collect receive receive and receipt for, all sums
of money which shall become due and owing
to us or either of us by means of such
bargain sale and conveyance lease and
demise

And I the said John M Farnum
do also hereby make constitute and appoint
the said Page to be my true and lawful
Attorney in my name and stead to manage
conduct and carry on my business at No
159 South Water Street in said Chicago, to
receive sell and vend all and every of the goods
wares and Merchandise which are now in or
which I may hereafter put into my said store
and business and to do any and every thing
in relation to my business in said store
which to my said Attorney shall seem meet
and proper for my interest. Also to make
execute sign and deliver for me & in my
name all bills notes drafts or instruments
in writing whatsoever which shall be proper
or necessary in carrying on and managing
my said business, to demand collect receive
and receipt for all demands or debts due me
and to commence any legal proceedings therefor
which my said Attorney may deem necessary
in the execution of the powers herein granted
hereby giving my said Attorney full power
and authority to do and perform all and
every act and deed of whatsoever name or
nature legally appertaining to the same
binding me as firmly and irrevocably by
such acts and deeds as if I were personally

present consulting there to. We the said John M Farnum and Anna D Farnum ^{hereby} qualifying and confirming all that our said Attorney ^{has} ~~has~~ ^{lawfully} ~~done~~ ^{done} to be done by him in and to the said premises whereof we have

hereby set our hands and seals this ninth day of March A.D. 1857.

Attest C N Holden (John M Farnum (Seal)
Jm J Hancock. (Anna D Farnum (Seal)

State of Illinois (ss
Cook County (

I Charles N Holden a
Notary public in and for said County
in the State aforesaid, do hereby certify
that John M Farnum and Anna
D, his wife who are personally known by me
to be the same persons whose names are
subscribed to the annexed power of attorney
appeared before me this day, in person, and
acknowledged that they had signed sealed
and delivered the said instrument in writing
as their free act and deed for the uses and
purposes therein expressed And the said
Anna D Farnum wife of said John
M Farnum having been by me examined
separate and apart and out of the hearing
of her husband and the contents and mean-
ing of the said instrument of writing having
been by me made known & fully explained
to her, acknowledged that she had freely and
voluntarily executed the same without any
compulsion of her said husband & relinquished
her down to the lands & tenements therein
mentioned and that she does not wish to
retract the same - Given under my hand
& Notarial Seal this ninth

day of March A.D. 1857.

L. S.

Charles N. Gordon
Notary public.

And the said Horatio Page being further examined stated that the said powers of Attorneys were all signed and were executed by the said Farnum and delivered to him and that by virtue of the same and while they were still unrevoked he executed the bill of sale aforesaid -

That at the time the said Bill of sale was executed the said Farnum was absent from the City of Chicago and in the City of New York That the said Farnum was not a dealer in safes. that they had been used by him to keep the books of said store in but at the time of the sale aforesaid they were not used for said purpose although they were in the store and they may have been some of the books put in one of the same.

That Farnum had failed in business and the safes still remained in the store when Farnum had done business.

The said Plaintiff then offered to prove by the said Page that after the return of said Farnum to Chicago that he stated to said Farnum he had sold the said safes to the Plaintiff and that said Farnum made no objection to such sale or complained but what the said Page had full power to sell the same and that no objection has been made since said sale and delivery to the

Plaintiff by the said Tarnum which Evidence
was objected to by the Defendants and excluded
by the Court whereupon the said plaintiff excepted.
The said ratification being after the levy of the
distress Warrant and no other or further
evidence being offered by either of the said
parties The Court on the evidence found
the issue in favor of the Defendants and
gave a Verdict against the said Frederick
B Head

Whereupon the Counsel of the said
Frederick B Head moved the Court for a
new trial upon the issue aforesaid by
reason of said Verdict being against the
law of the Case by reason of the said
Verdict being against the Evidence and
for the refusal of the Court to admit testimony
and the excluding of testimony -
But the said Court overruled the said
motion and gave Judgment upon the said
Verdict against the said Frederick B Head

Whereupon the Counsel of the said
Frederick B Head made their exceptions
to the opinion of the Court in that behalf
and prayed an Appeal and that the said
Court would sign and seal this bill of
exceptions which is done accordingly

John W. Wilson

(Seal)

State of Illinois }
County of Cook } SS

I Walter Kimball Clerk of the Cook
County Court of Common Pleas in and for said
County do hereby certify that the above and fore-
going is a full and true transcript of all the papers
on file in my office, and of the proceedings entered
of Record in said Court in the case in which
Frederick B. Head is plaintiff and Charles T.
Bogue and John L. Wilson are defendants

In testimony whereof I hereunto sub-
scribe my name and affix the seal
of said Court at the City of Chicago
in said County this 7th day of April
AD 1858

Walter Kimball Clerk.

Heath

²¹
Bogus + Wilson -

80-folio

²¹
- 1 folio written over 2

Fredrick B. Head

John L. Anderson

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De Suo from
back bench
De Supreme Court.

And now comes the Plaintiff
in mes and says that there
are errors in said proceeding
in this among other things

1. The Court below found a verdict for
the defendant below & that when
they should have found the
verdict for the plaintiff

2. The Court below renders a judgment
contrary to the evidence

3. The Court made an overruling
the motion for a new trial.

4. The Court excluded proper evidence
offered by the plaintiff.

5. The Court made in deciding
questions of law during the trial of
said cause

6. The finding of the Court below
was against evidence - it
should have been for the plaintiff
instead of the defendant.

12789-12

For these other causes they
are for reversal & said judgment
- & by Shippings Court

And now comes the defendant in error and
says there are no errors in the rulings of the
said Court as above set forth by said
plaintiff in error, & prays an affirmance
of said judgment.

Beckwith & Minick
For Deft in Error.

Frederick B. Meade
Charles T. Bogue
et al

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Statement of the case, the action
below was upon brought by the
present plaintiff for two iron safes,
and was tried by the Court, without
the intervention of a jury, and
the issues were found for the
defendant. All the evidence
is embodied in the record.
The first error assigned is that
the verdict ~~was~~ finding should
have been for the plaintiff.

The safes in question were purchased
by the plaintiff of John W. Farnam
through his agent Herah Page,
and the Court perhaps will
best understand the case by
me, in stating the grounds of the
decision below, it was that the
powers of Atty. Gen. Farnam
to Page did not authorize Page
to make the sale in question.
Had he authority, he
say he had? Then are there

Several powers of atty copied in full
in the abstract. An abstract an
inspection of all three will show
that Farnham intended but actually
did give Rags unlimited power
at least power enough to make
the sale in question. The first in-
portant date is that of March
9, 1857. None of these powers worked
the others, and hence all of
them are to be examined for
the purpose of ascertaining at Rags
Power. ~~The sales in question~~
Rags testified "that by virtue of
these powers of atty. he made
sale of the safes. That at the time
of said sale Farnham was not
a dealer in safes, and they
had been used by him in keeping
the books of the store, but at the
time of the sale were not so used.
They were in the store, and there
may have been some of the books
put in one of them. Farnham
had failed in business, and
the safes were left in the store
when he had previously done
business"

The first power of Attorney in point of date
March 7. 1857, This gives him
unlimited power to transact ~~for~~
~~said~~ ~~Business~~, "Any and all mercantile
business on my part and behalf
to purchase sell for me any stock
or stocks of goods upon such
terms as he may deem for
my interest, authorizing hereby
to empower said Page as fully
and ~~completely~~ to manage as fully
as I could my mercantile
matters in the City of Chicago
during my absence as fully as
I could do were I present myself".
The word Mercantile Mercantile is
broad in its signification, and
means whatever pertains to said
Business business a merchant,
if he need a desk or had a
desk for which he had no use
Page could buy or sell it. So with
saves as any other article of or
any other exigency which may
arise in the management of ^{my} ~~the~~
Mercantile ^{matters} ~~business~~ "The ~~unlimited~~
power is to the ~~Mercantile~~ ^{affairs} ~~business~~
and not to all matters
within it he had unlimited power

The same force as said Tamm
had in the management of the
Miscellaneous business. But as the
other parties are still bound up
up to them - The one of 9th
March 18th relates to and - & 2ndly
to the business at 159 South Water
Street when the sales were. The
terms are very broad and Compre-
hensive, & we are utterly at co-
loss to ~~find~~ understand
why the right of the Page to
sell the sales cannot be questioned.
Sales are certainly "goods ware
& merchandise" There is no
limitation to particular goods
wares merchandise, or the
Centenary. The most Com-
prehensive words are used
"All ~~things~~" - Could broader
language be ~~used~~ ^{employed}. ~~So~~ ^{So} ~~far~~ ^{far}.
~~Even if~~ Still farther goods wares
merchandise which are now
in a way heretofore put into
my said store and business.
Any goods wares merchandise
put into the store or business.
~~of a sale~~ It cannot be said
~~that only~~ such goods as are put into the

store or business for the sake of
being revived. There is no such
qualification. The needs do not
admit of it. A safe is just as
much put into the store or
business, as a barrel of sugar, or
a bale of sheeting. But the power
goes still further, To do any &
every thing in relation to my
business in ~~any~~ ^{said} store, which I
to my said Attorney, shall
deem most meet & proper for my
interest, This culamly creates general
powers & makes Page a general
agent.

5th. The Court was in refusing to
permit the plaintiff to prove that
Hamm had ratified the sale.
The pleadings for the defence are
first Non delict, secondly
that the property of plaintiff, 3^d
property of Hamm; It was
certainly admissible under these
issues. It tended to establish
the title in the plaintiff, & show
title out of Hamm, Then was
agent & without Authority, yet
his act will be deemed 2nd
of the principal & demands ratify
it, ~~As to the title to the land~~ it
was said Under the pleadings it
was certainly admissible; It tended
to destroy title pleaded to be in
Hamm & supported title
Under the pleadings it was
certainly admissible. This question
will be examined under the
act of pleading

We do not quote authorities as
it is a new question of construction,
~~governed by~~

1111. The defendant ~~shows~~ ^{cannot}
demonstrate to the property-
^{they say} of title of any dispute emanant
for the reason that such evidence
is not admissible under any
of the pleas, and the admission
of the fact cannot aid the
defence for the reason that
the Court must find according
to the issues - and the admission
does not tend to support any
of defendants pleas. "The plea of
non delict admits the right of
property to be in the plaintiff
and only puts in issue the
attention by the defend

Osgall v. Bulkey 15 All R 224
Anderson v. Jakob 1. Gilmer 368
Voss v. Hart 12 All R 378

The most plea is simply a denial
of property in the plaintiff, but
does not ask property to be in
any one else sends to the
Court. This plea will not demand
any evidence of property in any
one else, as a judgment for re-
turn of the property should it be
found to be in any one else.

12 All R 30
3 All R 675 (m)

This plea is good for nothing for
it does not allege where property
the sales were. It should have
alleged that they were the property
of the defendants or some one
else. Justice v Holmes 3 Allen 244
2 Ld Raymond 984, they must
have been ~~the~~

The 3^d Rha is a traverse of property in
Plaintiff & also property in Defendant.
Neither of the pleases justify a
judgment for a return of the property,
So obtain that the defendant
must commit themselves with
Hambro

12 Mend R 30

8th Mend R 675

2 Quinby Evidence 564

The defendant to use the admission
a to obtain a judgment for
a return of the property must
have committed themselves with
the bill in Defendant otherwise
they cannot get a judgment
for a return of the property

In Replevin matters of distinction
arouse must be specially pleaded
Ely. vs. Eble 3 Conn R 506
11 John R 182

The Court is ordering a return
of the property. This could not
be done without the defendants
connecting themselves with the
property.

2 Greenleaf Evidence 583. 8w564
12 Wendell R 675.

Read

5

Bogus

Argument of the
Plaintiff in
Error

Filed May 10, 1859
L. Leland
Clerk