

13935

No. \_\_\_\_\_

# Supreme Court of Illinois


Erskine et al

---

vs.

Breese

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71641  7

James P. Erskine &  
Otho Eichelberger part-  
ners in trade under the  
name, style & firm of  
Erskine & Eichelberger

vs  
Sidney Bruce

in pursuance of an agreement the same be ven-  
dated upon the docket and proceeded in conform-  
ably to the opinion delivered in the Supreme Court  
in the case of Tiffany, Durall N. et. vs Sidney  
Bruce, decided at the Dec. Term 1842 of  
said Supreme Court. It being the agreement  
at the time said cause of Tiffany & others vs  
Bruce was taken to the Supreme Court, that  
the one of Erskine & Eichelberger as Bruce should  
obide the decision of the Supreme Court in the case  
of Tiffany &c -

March 13<sup>th</sup> 1843.

In Sangamon Cir-  
cuit Court, March Term  
A. D. 1843.

It is agreed between  
the parties in the above  
entitled cause that

Sydney Trumbull  
Attorney for Plaintiffs  
J. J. Logan.

agreement

Jas. P. Estlin

#

J. P. Preece

Know all men by these presents, that we Joseph  
Schmaltz and Abraham Schmaltz principals and  
Michael Greenbaum surety are held and firmly  
bound unto Richard Tobin in the final sum of  
Five Thousand Dollars lawful money of the United  
States to be paid to the said Richard Tobin his ex-  
ecutors administrators and assigns for which payment  
we and truly to be made we bind ourselves, our and  
each of our heirs Executors and administrators jointly  
and severally by these presents. Sealed with our  
Seals, Date the Twenty Eighth day of July in the  
Year One thousand Eight hundred and fifty one

Whereas Judgment has been rendered in the  
Cook County Circuit Court in favor of the said  
Richard Tobin against the said Joseph Schmaltz  
and Abraham Schmaltz for Five Thousand Dollars  
Damages and Costs of Court in which Judgment and  
proceedings the said Joseph Schmaltz and Abraham  
Schmaltz Complain that there is error therein in  
substance and to be relieved therefrom have applied for  
a writ of Error to remove the same to the Supreme  
Court of the State of Illinois to the end that the  
Error made therein may be corrected. Now the Con-  
dition of the above obligation is such that if the  
said Joseph Schmaltz and Abraham Schmaltz  
shall fail to prosecute the said writ, or if the said  
writ shall be quashed or discontinued, or if the judg-  
ment for the reversal of which the said writ of Error

STATE OF ILLINOIS, }  
COOK COUNTY, } SS.

I, CHARLES B. FARWELL, Clerk of the County Court, in and for said County, do hereby certify that *Calvin W. Wolf* Esquire, whose name is subscribed to the *annexed affidavit* was, at the time of *taking* the same, an acting Justice of the Peace, in and for said County, duly commissioned, sworn and authorized to take the same; and full faith and credit are due to all his official acts.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said County Court, this *nineteenth* day of *July* A. D. 185*7*

*C. B. Farwell*

Clerk.

is brought shall be Affirmed, then if the said Joseph  
Schwartz and Abraham Schwartz will pay and  
Satisfy the damages and Costs recovered by such  
Judgment and all Costs and damages which shall be  
awarded by the said Supreme Court upon the Judgment  
so Affirmed - then the Obligation to be void - Otherwise  
to remain in full force and virtue.

Sealed and delivered

in presence of

Joseph Schwartz (Seal)

Abraham Schwartz (Seal)

Michael Grambsch (Seal)

State of Illinois }  
County of Cook }  
} A.

Michael Grambsch of the City of Chicago, being  
duly sworn saith that he is one of the Obligees in the above  
bond, and that he is worth One thousand Dollars, more or  
above all just Claims or demands against him of any and  
every nature and description whatsoever

Given this 27 day of July Michael Grambsch

A.D. 1854 before me

C. S. [Signature]

Caroline

v

Pompeii

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