

No. 12941

Supreme Court of Illinois

Walker

vs.

Kimball

71641  7

In Supreme Court of Illinois
Orid Brand Division
April Term 1859

Martin Q. Walker
imp ~~acted~~
Grauville Timball

Appeal from Cook County
Court of Common Pleas

And now comes the appellant by
Scates. McAllister & Jewett his Counsel and says that
in the Record and proceedings and in the rendition
of judgment in this cause. manifest errors have in-
tervened in this to wit:

- 1st The Court found for the appellee ~
- 2nd The Court rendered judgment for the appellee, when
by the law of the land judgment should have
been rendered for the appellant
- 3rd The Court misconstrued the contract or agreement
between the parties

Scates. McAllister & Jewett
For Appellant

State of Illinois,
County of Cook } ss.

Please before the Honorable, John M. Wilson sole Judge of the Cook County Court of Common Pleas within and for the County of Cook and State aforesaid at a Special Term of said Cook County Court of Common Pleas begun and held at the Court House in the City of Chicago on the fifth Monday being the twenty ninth day of November in the year of our Lord eighteen hundred and fifty eight due notice of the time & place of the holding said Special term of Court having been printed and published in the "Daily Democrat" the Corporation Newspaper of the City of Chicago said notice having been printed and published twenty days previous to the holding of said Special term of 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 sixth day of November A.D. Eighteen hundred & fifty eight

Present, John M. Wilson Judge
Charles Haren Prosecuting Attorney
John Gray Sheriff.

attest Walter Kimball Clerk,

Be it Remembered that heretofore to wit on the
 Twenty seventh day of April in the year of our Lord one
 thousand eight hundred and fifty eight Granvill
 Kimball by E. A. & J. Van Buren his attorneys
 filed in the office of the clerk of the Cook County
 Court of Common Pleas. his Practice for
 summons. which is in the words and figures
 following to wit,

State of Illinois,

County of Cook } ss

Cook County Court

Common Pleas

June Term, A.D. 1858.

Granvill Kimball,

vs

Assumpsit,

Martin D. Walker

James Moore

(2)

The clerk of said court will
 issue a summons in the above cause directed to the
 Sheriff of Cook County, in a plea of Trespass on the
 case upon promises returnable at the next term
 of said court A.D. 1858 to the damage of the plaintiff
 of Five thousand Dollars.

E. A. & J. Van Buren.

To Mr Kimball Esqr clerk.

Plaintiffs attorneys

Chicago April 20 1858.

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And afterwards to wit on the same day and year as aforesaid there issued out of the office of the clerk of said court. a Peoples writ of Summons, which writ with the Sheriffs return thereon endorsed is in the words and figures following to wit.

State of Illinois
County of Cook } ^{ss} The People of the State of Illinois
To the Sheriff of said County, Greeting.

(3) We command you that you summon Martin Olbalken and James Movie if they shall be found in your County personally to be and appear before the Cook County Court of Common Pleas of said County on the first day of the next term thereof to be holden at the Court House in the City of Chicago in said County on the first Monday of June next to answer unto Granville Kimball in a plea of trespass on the case on promises to the Damage of said Plaintiff as he says in the sum of Five thousand dollars.

And have you them and then this writ with an endorsement thereon in what manner you shall have executed the same by Walter Kimball Clerk of said Court and the seal thereof at the City of Chicago in said County this 27th day of April A D 1858.

Walter Kimball

Clerk,

Seal.

Endorsed

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The within named defendants not found in my court
this 5th of June 1858.

John L Wilson Sheriff.

By George Anderson.

Deputy.

And afterwards to wit on the Twentieth day of May
in the year aforesaid Granville Kimball filed
in the office of the clerk of said court his Declaration
in the words and figures following to wit.

Cook County Court of Common Pleas.

Of the June Term A.D. 1858.

State of Illinois

Cook County } ss.

(4.)

1st Court

Granville Kimball Plaintiff in this
suit by E. A. J. Van Buren his Attorneys complain
of Martin C Walker & James Moore Defendants
who were summoned & a plea of trespass on the case
upon promises. For that whereas the said defendants
herebefore to wit on the first day of April in the year of
Our Lord one thousand eight hundred & fifty six at said
County of Cook made a certain agreement in writing
in the words & figures following to wit.

"Whereas Granville Kimball James
Moore & Martin C Walker have been staging in the
State of Missouri & Territory of Kansas under
the name & style of Kimball Moore & Co and
said Kimball has sold his interest in said joint concern

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to said Martin O Walker and James Moore & whereas a settlement of all joint affairs and interest up to this date is agreed upon between said Kimball of the one part and Walker and Moore of the other part Now know all men by these presents, that the contract made & entered into by & between the said Granville Kimball of the one part and Martin O Walker and James Moore of the other part witnesseth that the said Granville Kimball for & in consideration of the undertakings on the part of said Walker & Moore hereafter expressed has granted bargained sold assigned set over and delivered to said Martin O Walker and James Moore all the right title claim and interest of said Kimball in & to all the personal property heretofore and at present belonging to the firm of Kimball Moore & Co including stages horses harness mail contracts with the United States also all the property not herein enumerated, also all the interest of said Kimball in and to all the real estate belonging legally or equitably to said Firm of Kimball Moore & Co including lease hold and all other interest whatever the same is now in said firm or in the name of either or any of the individual members of said firm or in the name of any other parties and it is agreed by & between the parties hereto that deeds releases and all other necessary evidences of titles to be within a reasonable time made by said Kimball to said Moore & Walker for his said interest in such real Estate It is further agreed by and between the parties hereto that the partnership heretofore existing between

(5)

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said parties is this dissolved by mutual consent It being understood that said business is to be continued by said Walker & Moore, and it is agreed by & between the parties herunto that an account is to be taken & settlement made by William Vernon of and concerning all disbursements made by said Kimball for and on account of said firm and all accounts between said late firm of Kimball Moore & Co and said Kimball are to be finally & fully settled by the decision of said Vernon and in the settlements of said accounts said Kimball is to be allowed the sum of twelve hundred Dollars per year since July A.D. 1854 as a salary for his services & in consideration of the above sale the said Walker & Moore agree to convey to said Kimball all the interest which said Moore now has in a tract of about thirty acres of land lying north of Dixon which is estimated at twenty five hundred dollars the one half of said Land already belonging to said Kimball and said Walker and said Walker & Moore agree to pay to said Kimball the sum of Five Thousand dollars within four months from the date hereof with ten per cent from the date hereof and said Walker and Moore agree to pay within Three years from this date to said Kimball the sum of thirteen thousand one hundred and sixty six dollars with interest annually at ten percent said last mentioned sum to be lessened or increased according to the result of the settlement to be made by said Wm Vernon as aforesaid & said Walker & Moore agree to pay all indebtedness & liabilities now now owing & unpaid by said late firm of Kimball Moore & Co.

(6)

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and to indemnify and save harmless said Kimball therefore
As witness our hands this first day of April A.D.
1856.

Signed J Kimball,
James Moore,
Mr. O. Walker.

(7)

By means whereof the said defendants on the first
day of April A.D. 1858 became liable to pay to the said
Plaintiffs one years interest on said sum of thirteen
thousand one hundred & sixty six dollars at the rate of ten per
cent per annum amounting to the sum of one thousand
three hundred & sixty dollars & sixty cents & being liable
in consideration thereof then & there undertook & promised
to pay the same to the said Plaintiff, according to the terms
and effect of the said agreement to wit at the place
aforesaid.

(2nd Count)

And for that whereas the said defendant afterward
to wit on the day & year & at the place aforesaid made their
certain agreement in writing bearing date the day & year
aforesaid a copy of which is hereinbefore set forth in & by which
said agreement the said defendant agreed to pay within three
years from the date thereof to said plaintiffs the sum of
thirteen thousand one hundred & sixty six dollars with
interest annually at ten per cent to be lessened or increas
ed according to the settlement to be made by said William
Vernon, that in pursuance of said agreement the said William
Vernon on the first day of April in the year of our Lord
one thousand eight hundred & fifty seven at Chicago in the

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bounty of look aforesaid made a settlement between the said Plaintiff & defendant in accordance with the terms and conditions of the agreement aforesaid in & by which settlement the said William Vernon found & awarded that there was due to said plaintiff from said Defendants. on the first day of April 1856 the sum of Eight thousand seven hundred & seventy eight dollars & thirty cents By reason whereof and of the said agreement & statement or award so made by said Vernon there was due the said plaintiff from the said defendants on the first day of April 1858 for interest thereon from the first day of April 1857 to the first day of April 1858 being for such interest the sum of eight hundred and seventy seven dollars & eighty three cents being interest at the rate of ten per cent per annum for one year ~~by reason~~ whereof the said defendants became liable to pay said plaintiff said sum of money last mentioned & being so liable in consideration thereof then & there undertook & promised to pay to the said plaintiff the said sum of money last mentioned when thereunto afterwards requested,

3 Count

And whereas also the said defendants afterwards to wit on the day & year last aforesaid at the bounty of look aforesaid were indebted to the said plaintiff in the further sum of Five Thousand Dollars of like lawful money for so much money before that time & then & there due and payable from the said defendant to the said plaintiff for interest upon & for the forbearance of divers large sums of money before then due and owing from the said defendants.

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to the said plaintiff & by the said plaintiff on born to the
said defendants for divers long space of time before
then elapsed at the like special instance & request
of the said defendants & being so indebted then the said
defendants. afterwards to wit on the day and year ^{last} aforesaid
at the County of Cook aforesaid undertook & then & there
faithfully promised the said plaintiff to pay him the
said last mentioned sum of money when they
the said defendants should be thereunto afterwards
requested.

4 Count

(9)

For that whereas the said defendants heretofore to wit: on
the First day of April in the year of our Lord one thousand
and eight hundred and fifty eight at Chicago to wit:
at — in the County of Cook aforesaid became and
were indebted to the said Plaintiff in the sum of Five
thousand dollars and — cents of lawful money
of the United States of America for diverse goods
wares and merchandise by the said plaintiff before
that time sold and delivered to the said defendants
and at the special instance and request of the said
defendants and being so indebted to the said plaintiff
the said defendants in consideration thereof afterwards
to wit: on the same day and year and at the place
aforesaid undertook and then & there faithfully promised
the said plaintiff well and truly to pay unto the said
plaintiff the said sum of money last mentioned
when the said defendants should be thereunto afterwards
requested — And whereas also the said defendants.
afterwards to wit on the same day & year & at the place

aforesaid in consideration that the said Plaintiff had before that
 time at the like special instance & request of the said
 defendants sold and delivered to the said defendants diverse
 other goods wares and merchandises of the said plaintiff the
 said defendants then & there undertook and faithfully promised
 the said plaintiff that the said defendants would well & truly
 pay unto the said plaintiff so much money as the last
 aforesaid goods wares and merchandise at the time of the sale
 and delivery thereof were reasonably worth when the said
 defendants should be thereunto afterwards requested and the
 said plaintiff avers that the said goods wares & merchandise
 last mentioned at the time of the sale and delivery thereof
 were reasonably worth the further sum of Five Thousand
 dollars of like lawful money aforesaid to wit, at the place
 aforesaid whereof the said defendants afterwards on the same
 day & year and at the place aforesaid had notice - And
 whereas also the said defendants afterwards to wit on the
 same day and year and at the place aforesaid became &
 were indebted to the said plaintiff in the further sum of
 Five thousand dollars of like lawful money as aforesaid
 for money before that time lent & advanced by the said
 plaintiff to the said defendants and at the like request of
 said defendants - And for other money by the said plaintiff
 before that time paid laid out and expended for the said
 defendants and at the like request of said defendants
 And for other money by the said defendants before that
 time had received to and for the use of the said plaintiff
 And also in the further sum of Five Thousand Dollars
 for so much money before that time and then due and payable

5th Count

(10)

from the said defendants to the said plaintiffs for interest upon and for the forbearance of diverse large sums of money before then due and owing from the said defendants to the said plaintiff and by the said plaintiff foreborne to the said defendants for diverse long spaces of time before then elapsed at the like special instance and request of the said defendants, And being so indebted the said defendants in consideration thereof afterwards to wit on the same day and year and at the place aforesaid undertook and then and there faithfully promised the said plaintiffs well and truly to pay unto the said plaintiff the said several sums of money in this count mentioned when the said defendants should be thereunto afterwards requested - And whereas also the said defendants afterwards to wit on the same day and year and at the place aforesaid accounted together with the said plaintiff of and concerning diverse other sums of money before that time due & owing from the said defendants to the said plaintiff, and then & there being in arrears and unpaid and upon such accounting the said defendants there and there were bound to be in arrears and indebted to the said plaintiff in the further sum of Five Thousand dollars of like lawful money as aforesaid And being so found in arrears and indebted to the said plaintiff the said defendants in consideration thereof afterwards to wit on the same day and year and at the place aforesaid undertook and then & there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money last mentioned when the said defendants should be thereunto afterwards requested.

6th Count

(11)

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Nevertheless the said defendants (although often requested etc) have not yet paid the several sums of money above mentioned or any or either of them or any part thereof to the said plaintiff but to pay the same or any part thereof to the said plaintiff the said defendants hath hitherto altogether refused and still doth refuse to the damage of the said Plaintiff Five Thousand dollars and therefore the said plaintiff bring suit etc.

E. A. & J. Van Buren,

Plfs attys.

bo of ac.

... of ...

Martin Gilbalker & James Moore

To Granville Kimball Dr.

To Money lent & advanced, \$ 5,000 -

" " paid laid out & expended, 5,000 -

" " money had & received, 5,000 -

To goods wares & merchandise sold & delivered, 5,000 -

To labor & services, 5,000 -

To interest on \$ 14135.74 1413.37

" " on 8778.30 877.83

And afterwards to wit on the twenty sixth day of June in the year aforesaid the plaintiff filed in the office of the clerk of said court ^{according} the award of William Vernon. which is in the words and figures following to wit.

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And afterwards to wit on the Penth day of June in the year aforesaid there issued out of the office of the clerk of said Court an alias writ of summons which writ with the sheriffs return thereon endorsed is in the words & figures following to wit,

State of Illinois
County of Cook } ss.

(13)

The People of the State of Illinois To the Sheriff of said County - Greeting. We command you as we have before commanded that you summon. Martin O Walker & James Moore if they shall be found in your County personally to be & appear before the Cook County Court of Common Pleas of said County on the first day of the next term thereof to be Holden at the Court House in the City of Chicago in said County on the first Monday of July next to answer unto Granville Kimball in plea of Trespass on the case on promises, to the damage of the said Plaintiff as he says in the sum of Five Hundred Dollars.

And here you then & there this writ with an endorsement thereon, in what manner you shall have executed the same. Witness Walter Kimball clerk of our said Court and the seal thereof at the City of Chicago in said County this 10th day of

June A.D. 1858.
Seal

Walter Kimball clerk.

"Endorsed." Served by reading to the within named Defendant M. O. Walker the other defendant not found in my County this 14th of June 1858

John L Wilson Sheriff by Geo Anderson

Sept 14

14

And afterwards to wit on the Eighth day of July in the year
aforesaid the Defendant, filed in the office of the clerk of
said Court his Plea, ^{and affidavit of merits} in the words and figures following
to wit

Of the July Term of the Cook County Court of Common
Pleas. 1858

Martin O. Walker,
impleaded with James
Moore

Assumpsit.

vs.

Granville Kimball

Plea General
Issue

(14)

And the said defendant Martin
O. Walker by Deatus M^cAllister Jewett & Peabody his attorneys
comes and defends the wrong and injury when &c and for
plea says he together with the said James Moore did not
undertake and promise in manner & form as the said
plaintiff hath above there of complained against him and
of this he puts himself upon the country &c

Deatus M^cAllister Jewett & Peabody
attys for Walker

State of Illinois
Cook County } Det.

Martin O. Walker being first duly sworn
deposes and says that he has read the foregoing plea of non-
assumpsit in the above entitled cause & knows the purport &
contents thereof and he further states that the same is true
in substance & in fact - and this defendant further states

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that he believes that he has a good defense to said suit
upon the merits and further saith not

Subscribed & sworn

to before me this

14th day of June.

1858.

Wm. Kimball clerk,

M. C. Walker.

And afterwards to wit on the Eighth day of December in the
year aforesaid said day being one of the days of the Novem-
ber Special term of said Court the following among
other proceedings were had and entered of record in said
Court to wit.

(15)

Granville Kimball,

vs

Martin C. Walker &

James Moore

Assumpsit.

Trial

This day comes said plaintiff by
E. A. & J. Van Buren, his attorneys and the said defendant
Martin C. Walker by Deats McAllister Jewett & Peabody his
attorneys also comes, and issue being joined with the
said defendant upon agreement of the parties the cause
is submitted to the Court for trial without intervention
of a jury upon the plea of the said defendant Martin
C. Walker herein pleaded And the Court after hearing the
allegations & proofs submitted & arguments of counsel takes
the matter under advisement

And afterwards to wit on the Tenth day of December in the year aforesaid said day still being one of the days of said November Special Term of said Court. the following among other proceedings were had & entered of record in said Court to wit.

Granville Kimball,	}	Assumpsit.
as		
Martin O. Walker		
and James Moore,		

*Finding &
Judgment*

(16)

And now again comes the parties to this cause as well the said plaintiff as the said defendant Martin O. Walker, by their attorneys aforesaid and the Court now here after full consideration of the premises being now fully advised finds the issues for the said plaintiff and assesses his damages to the sum of eight hundred and seventy seven dollars and eighty three cents. Therefore it is considered said plaintiff do have & recover of the said defendant Martin O. Walker impleaded with James Moore his damages of eight hundred & seventy seven dollars & eighty three cents in form aforesaid by the Court assessed together with his costs and charges in this behalf expended and have execution therefore.

And thereupon comes the said defendant Martin O. Walker and by his counsel enters his exceptions to the judgment of the Court, and prays an appeal in this cause to the Supreme Court of the State of Illinois which is allowed to him upon the condition that he file his appeal Bond herein in the sum of twelve hundred dollars to be approved by the judge of this Court within ten days.

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~~dollars to be affirmed by the Judge of this Court within ten days.~~

And afterwards to wit on the twenty second day of December in the year aforesaid said day still being one of the days of said Special Term of said Court the following among other Proceedings were had & entered of record in said Court to wit.

Granville Kimball.	}	Asst.
vs.		
Martin O'Walke and James Moore		

And now again comes the said parties as well the said plaintiff as the said defendants Martin O'Walke by their attorneys aforesaid and the said defendant by his counsel submits his motion for further time within which to file his appeal Bond herein which motion is sustained by the Court.

(17)

And afterwards to wit on the twenty third day of December in the year aforesaid the defendant filed in the office of the Clerk of said Court his appeal Bond in the words & figures following to wit.

Know all men by these presents that we Martin O'Walke & Franklin H. Beutling of the County of Cook & State of Illinois are held and firmly bound unto Granville Kimball also of the same County & State in the penal sum of Twelve Hundred Dollars lawful money of the United States for the payment of which well & truly to be made we bind ourselves our heirs executors & administrators jointly severally and firmly by these presents.

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written in hands & seals this 22^d day of December A.D. 1858

The condition of the above obligation is such that whereas the said Granville Kimball did on the 25th day of December A.D. 1858 in the book county court of Common Pleas in & for the county & State aforesaid and of the November Special Term thereof A.D. 1858 recover a judgment against the above bounden Martin O. Walker indebted with one James Moore for the sum of Eight Hundred and Seventy Seven Dollars & eighty three cents besides costs of suit from which said judgment of the said Circuit Court the said Martin O. Walker, has prayed for & obtained an appeal to the Supreme Court of said State Now Therefore if the said Martin O. Walker shall duly prosecute his said appeal with effect and moreover pay the amount of the judgment costs interest & damages rendered and to be rendered against him in case the said judgment shall be affirmed in the said Supreme Court then the above obligation to be void otherwise to remain in full force & virtue.

(18)
approved

John M. Wilson Judge &

Mr. O. Walker,

F. H. Letting,

Seal
Seal

Franklin H. Letting being duly sworn deposes and says that he signed the above bond as surety & that he is worth more than two thousand dollars over & above all his debts & liabilities & further saith not,

Subscribed & sworn to before

F. H. Letting

me this 23 Dec 1858.

W. Kimball clk.

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And afterwards to wit on the thirtieth day of January in the year of our Lord one thousand eight hundred and fifty nine there was filed in the office of the clerk of said court a stipulation in the words & figures following to wit.

G. Kimball,	}	In Cook County Court
vs		of Common Pleas.
Mr C. Walker impl with J Moore		November Special Term, 1858.

Stipulation

It is stipulated and agreed between the parties that a copy of the agreement & articles of submission and the award by William Vernon may be read in evidence which was done accordingly as follows to wit. (A true copy of the articles of agreement & submission is set forth in the declaration to which reference is hereby made, and also the ^{the award of} copy of Wm Vernon which is as follows.

(19)

See "Agreement" set forth in 1st count in Declaration page 4. G. Kimball Clerk

Page 11.
1854

Garnett Kimball Esq in act with Kimball Moore & Co

(21)	Octo 1	To amount he received for horses &c sold 3 rd 54	3988 44
	"	" " " " " " " " 4 " "	963 30
	"	" " " " " " " " 1 " 55	667 07
	"	" " " " " " " " 2 " "	1098 09
	"	" " " " " " " " 3 " "	959 50
	"	" " " " " " " " 4 " "	1817 30
	"	" " " " " " " " 1 " 56	1875 50
	"	" " " " " " " " " " " "	
	"	" Fares collected 3 " 54	12531 20
	"	" " " " 4 " "	26,908 86
(20)	"	" " " " 1 " 55	20,480 77
	"	" " " " 2 " "	20,017 46
	"	" " " " 3 " "	13291 76
	"	" " " " 4 " "	26,398 18
	"	" " " " 1 " 56	17,724 50
	"	" amount for transporting mails 3 rd mos 54 to 1 st 9 th mo th inclusive	19,279 24
	"	" " " Special service 3 rd mo 54	7500 00
	"	" Kimballs notes taken up by brother,	84, 19
		J. Johnson,	115 77 "
		P.D. Johnson,	625 37
		Webb & Randle,	96 "
		E. L. Enachs,	106 64
		G. Andrews,	42 31
		M. C. Walker,	1396 03
		S. F. Spaulding,	219 "
		E. Thorne,	100 -
		Y. Tedwell,	49 -
		Jas Jones,	191 75
		Huntington & Hunt,	112 50
		S. Munk,	241 -
		D. L. Walker,	292 90
		D. Armstrong,	200 -
		M. D. Angold,	50

(22)

S.S. Derran.	6,710 65	
R. Ridgley.	94 20	
E. Niolett & Co.	218 60.	
B.H. Johnston & Bros.	76 -	12,021 91
.. Amounts due by company at date of sale to be charged Kimball,		
as he is credited with all the bills E. Niolett & Co	120 43	
Walter & Derran	150 -	
W. Larrison.	250 -	
J.J. Anderson & Co	1000 -	
A. Caspore.	216 -	
J.P. Rogers.	700 -	
	2,434 43	237,462 98

Page 2.

(22)

To amounts Brought forward	\$ 24 36.43	\$ 237,462.98
J.J. Anderson & Co	10.00 -	
E. Myers.	408.93	
E. Wring.	197.22	
E. Loring.	40.8. -	
Murcutt.	325.72	
J. Langer.	200.75	
J.J. Anderson & Co	1500. -	
E. R. Niolett & Co	189.65	6,666 70
.. Cash left of 50000 \$ to pay Kim & Co debts.		91 11
By Bills paid 3 June 54.		42547 47
" 4 " "		40 533 22
" 1 " 55		37054 94
" 2 " "		34 340 15
" 3 " "		40 849 89
" 4 " "		36 177 15
" 1 " 56		28 383 91
.. 4 S Spaulding bills 19000 so I credit this and charge his Fares as all his cash was accounted for.		3383 44

(23)

To note & Prodist note of Bancroft	51107.08		
" Mr Ollivier's acct	these were credited to	5000 -	
" Note to Patterson	Kimball in error ac	2000 -	
" " Gardner	3 year, 54	1700 -	13,707.08
" Note due at South Bend at date of sale.		6000 -	
" Special service omitted		3731 -	
By balance drawn due by Kimball day of sale			4387 70
		267657.87	267657 87
To amount due by Kimball at date of sale.		4387 70	
" Amount paid him on % of his interest sold.		5000 00	
By amount they agreed to pay Eighteen Thousand one hundred & sixty six dollars Five thousand dollars to be paid in Four months with ten per cent & thirteen thousand one hundred sixty six dollars together with one half of thirty acres of Land north of Dixon the other half of the land belongs to Kimball			18166 00
To Balance drawn due to Granville Kimball.		8778 30	
		\$ 18166 00	\$ 18166 00
By Balance drawn.			8778 30

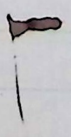
1856 April 1

(23)

In reviewing my decision of accounts referred to me by Granville Kimball Martin O Ollivier & James Muer, I find on going over the whole matter carefully that there was due to Granville Kimball on the first day of April Eighteen hundred & fifty six the sum of Eight thousand seven Hundred & Seventy eight dollars thirty cents \$ 8,778.30

Wm Vernon
Referee.

(copy)



(24)

This was all the evidence offered on the trial of
this cause by the Plaintiff

E. A. & J. Van Buren,

Plffs Attys.

Deates McAllister & Jewett,

attys for Deft Walker,

State of Illinois
County of Cook } S.S.

J. Walter Kimball Clerk of Cook

(24)

County Court of Common Pleas in and for said County, do
hereby certify that the foregoing is a full and true transcript
of all the papers on file in my office, and of all the proceedings
Entered of Record in said Court in case wherein
Granville Kimball is plaintiff and Martin O Walker
defendant in an action of Assumpsit

In testimony whereof I have hereunto sub-
scribed my name, and affixed the Seal
of said Court at the City of Chicago in
said County this 19th day of January 1859
Walter Kimball Clerk



Supreme Court of the State of Illinois

Martin O'Beck et al Apprs

by
Granville Kimball Appr

And now comes the said
Appr by E A & J Van Buren's Attorney - says there
is no error in the record & proceeding or in the giving
of the judgment aforesaid & prays that the judg-
ment may be in all things affirmed

E A & J Van Buren
Atty for Appr

For transcript. \$6.50
p'd by Deft. W. H. Kimball

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M. O. Walter

v

G. Kimball

Record

Filed April 20. 1859
L. Leland
CLK