

No. 13564

Supreme Court of Illinois

City of Chicago

vs.

Burtice et al

71641  7

STATE OF ILLINOIS.

SUPREME COURT,

Third Grand Division.

No. 273.

1860

City of Chicago

Butcher

13564

SUPREME COURT OF ILLINOIS, THIRD GRAND DIVISION.

APRIL TERM, 1860.

CITY OF CHICAGO }
vs. } *Error to Superior Court of Chicago.*
P. T. BURTICE et al. }

DEFENDANTS' POINTS.

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The order of the Common Council for this improvement was as follows, viz :

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This limitation is upon the value of the property and not upon its valuation. The language of the limitation is, "*Provided such assessment shall not exceed three per cent. per annum on the property assessed.*"

If it be in the power of the city or the commissioners to fix an arbitrary valuation, then indeed the restriction or limitation would become inoperative as a shield or protection against fraud and rapacity.

It would be in the power of the city to raise any given sum in one year by arbitrarily fixing such a valuation upon the property as would give the required sum on 3 per cent. or less.

The court has construed it as a limitation upon the power of

the Common Council. This fully implies, and imperatively requires, the true business cash *value* of the property as the basis of the assessment.

To part with this *true value* as a rule is to surrender the whole limitation, or restriction upon the *power*. It is a question of *power*, of *jurisdiction*.

The city can only make such assessments as the charter authorizes, and those must be made under the limitations provided in the charter.

We may, therefore, show the fact ousting the jurisdiction when application is made for a judgment to enforce the assessment as a lien.

If the fact be true, then there is no *jurisdiction* in the council to *assess* so much, nor in the court below to enforce it.

III.

We again object to the valuation as excessive and fraudulent.

In making the assessment, the commissioners who made it actually adopted a general scale for different sections of the line of improvement, and imposed an arbitrary valuation upon each front foot in each division, so that an aggregate sum could be reached that would make the sum to be assessed within the limit of 3 per cent.

This rule is, in its effect upon the property-holder, fraudulent.

Accordingly in this case, in carrying out the rule adopted, the defendants were assessed from 33 to 150 per cent. above the

value of their lands and lots. Thus, instead of paying not exceeding three per cent. of the value of their lots, they are called upon to pay from 4 to 8 1-2 per cent. upon the actual value of their property.

Where the appraisalment is so grossly overdrawn, it is impossible to shut your eyes to its enormity and seek to sustain it by technical rules applicable to the time, place, and manner of making and proving the objection.

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And such has been the interpretation of the meaning of the legislature in this section. The court has allowed and will allow any defence to be made which may appear to them to be sufficient for refusing to render a judgment against the lots.

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Nothing can be shown more conclusive against such a judgment than an unjust, inflated appraisalment of their lots at from one-third to three times their value, increasing their liability in the same *ratio*.

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But when they depart from either, then their acts and conclusions may "be attacked for fraud or *excess of jurisdiction*."

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upon the assessment, claiming that, by reason of the assessment, a lien had been created upon the land, and for its enforcement by a specific judgment and sale.

To this new action we plead, as the statute authorizes, that the whole assessment is void by reason of a want of jurisdiction to levy or assess more than 3 per cent.

This is the issue; and we claim a right to call witnesses to sustain it by showing an evasion of this restrictive limitation of power by a false over-estimate of the lands in the apportionment of benefits and burthens. This is met not by a denial of the fact, but upon a principle of estoppel, or former decision. Now neither principle applies. No court, however high, or any individual can preclude an inquiry into its jurisdiction, upon the ground that its own action, in assuming it, is conclusive. Such an assumption begs the very question in issue. No judgment can become conclusive until the jurisdiction of the court is shown.

The common law gives us the right to show, in a collateral action, a want of jurisdiction.

The charter here gives us additionally a right to show any objection that this court may deem sufficient for withholding this specific remedy. Such an objection being shown, we feel assured of an affirmance.

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Lastly, we object on account of a want of jurisdiction in the Superior Court of Chicago to hold a special term on the 26th day of January, 1860, under its new organization.

The act of 1859, (Acts 1859, pp. 85-6, Sects. 7, 8, 9, 10 and 11,) contains a new delegation of powers, and imposes new duties upon that court. Amongst other duties, the court is required to begin a new term the first Monday in every month, and hold it until the last Saturday in each month. The last Saturday in January, 1860, was on 28th day of the month, so that the special term was held during the continuance of the regular term, according to the requirements of the act re-organizing that court. We claim that since the re-organization of this court, it has no power to adjourn over a general term, in order to hold a special term.

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The court has construed it as a limitation upon the power of

the Common Council. This fully implies, and imperatively requires, the true business cash *value* of the property as the basis of the assessment.

To part with this *true value* as a rule is to surrender the whole limitation, or restriction upon the *power*. It is a question of *power*, of *jurisdiction*.

The city can only make such assessments as the charter authorizes, and those must be made under the limitations provided in the charter.

We may, therefore, show the fact ousting the jurisdiction when application is made for a judgment to enforce the assessment as a lien.

If the fact be true, then there is no *jurisdiction* in the council to *assess* so much, nor in the court below to enforce it.

III.

We again object to the valuation as excessive and fraudulent.

In making the assessment, the commissioners who made it actually adopted a general scale for different sections of the line of improvement, and imposed an arbitrary valuation upon each front foot in each division, so that an aggregate sum could be reached that would make the sum to be assessed within the limit of 3 per cent.

This rule is, in its effect upon the property-holder, fraudulent.

Accordingly in this case, in carrying out the rule adopted, the defendants were assessed from 33 to 150 per cent. above the

value of their lands and lots. Thus, instead of paying not exceeding three per cent. of the value of their lots, they are called upon to pay from 4 to 8 1-2 per cent. upon the actual value of their property.

Where the appraisalment is so grossly overdrawn, it is impossible to shut your eyes to its enormity and seek to sustain it by technical rules applicable to the time, place, and manner of making and proving the objection.

The charter has provided in very general terms, and in a summary way, without pleadings, a right to offer a defence. (Amendment, p. 15, Sec. 43.)

If nothing could be offered here that might have been objected on the confirmation, then indeed the meaning of this section is very limited. But, on the contrary, it was manifestly intended that when the court sits under this special limited jurisdiction to enforce this specific lien on the land for supposed benefits, the owner shall have the right to take the affirmative and show, and the court may judge and refuse to render such a judgment for, any reason appearing to him sufficient without regard to the opinions and views of the commissioners.

And such has been the interpretation of the meaning of the legislature in this section. The court has allowed and will allow any defence to be made which may appear to them to be sufficient for refusing to render a judgment against the lots.

Pease vs. The City of Chicago, 21 Ill. 500.

Nothing can be shown more conclusive against such a judgment than an unjust, inflated appraisalment of their lots at from one-third to three times their value, increasing their liability in the same *ratio*.

The defendants have introduced respectable real estate dealers and shown this exorbitant valuation by them. There can be no question of this over-valuation. All plaintiff can object to is the right to offer this proof at all.

So it would seem that if there be any objection to the witness Keep, it is to what he swears to rather than to him as a witness.

Plaintiff has, however, objected to the fact being proven by one of the commissioners.

The objection is based upon a supposed analogy between the duty of a commissioner in making assessments and the office and duty of a juror. I do not perceive the analogy, and must ask and wait for the production of some authority, which I believe the plaintiff's attorney will not be able to produce.

IV.

The several cases cited in 21 Ill. R. 605, 22 Ill. 577, and 6 Gill. and Johnson, 312, have no application. They are cases of the familiar principle that equity will not interpose to relieve the negligence of the party in not making his defence at law.

The case in 1 Foster, 361, refused to allow plaintiff to recover damages a second time for the same injury.

In the cases in 19 Wend. 652 *et seq.*, and 23 Wend. R. 280-7, the court held that they would look to the question of the valuation, and in the former did refer the report back. Where the jurisdiction depends upon a fair valuation, it may be shown in another action.

V.

But here we claim that the statute (Amended Charter, p. 15, Sec. 43,) expressly authorizes owners and persons having claims or interests in the lands to make objections, and the court to pass upon and sustain them if deemed sufficient; and this act has been construed so to mean by the case of *Pease vs. The City of Chicago*, 21 Ill. 500, before referred to.

They bring this new action to enforce a specific lien, and we make this defence, as we are authorized by the very authority under which the court acted. It is a statutory defence to this new action. We do not derive it from the general principles and analogies of the law, but from the Statute itself.

Where the commissioners keep within the powers delegated, and act upon the facts and circumstances, and in the manner they are authorized, their acts may be binding; nay, may even be final and conclusive; and the Superior court and this court would confirm their acts, even upon new objections raised.

But when they depart from either, then their acts and conclusions may "be attacked for fraud or *excess of jurisdiction*."

Albany & West Stockbridge R. R. Co. vs. Town of Canaan, 16 Barb. S. C. R. 248.

In *ex parte* Mayor &c., of Albany, 23 Wend. R. 276, the court distinctly decide that no extraneous facts *dehors* the *return* can be alleged upon a *certiorari*, and that, where a party wishes to attack the proceeding by facts and proofs not apparent upon the face of the record, showing a *want* or *excess of jurisdiction*, that there the party must bring his action against the other party as a wrong-doer. This is the true doctrine and distinction, and in perfect harmony with the case of *Pease vs. The City of Chicago* above cited. There and here the City brought her new action

upon the assessment, claiming that, by reason of the assessment, a lien had been created upon the land, and for its enforcement by a specific judgment and sale.

To this new action we plead, as the statute authorizes, that the whole assessment is void by reason of a want of jurisdiction to levy or assess more than 3 per cent.

This is the issue; and we claim a right to call witnesses to sustain it by showing an evasion of this restrictive limitation of power by a false over-estimate of the lands in the apportionment of benefits and burthens. This is met not by a denial of the fact, but upon a principle of estoppel, or former decision. Now neither principle applies. No court, however high, or any individual can preclude an inquiry into its jurisdiction, upon the ground that its own action, in assuming it, is conclusive. Such an assumption begs the very question in issue. No judgment can become conclusive until the jurisdiction of the court is shown.

The common law gives us the right to show, in a collateral action, a want of jurisdiction.

The charter here gives us additionally a right to show any objection that this court may deem sufficient for withholding this specific remedy. Such an objection being shown, we feel assured of an affirmance.

VI.

Lastly, we object on account of a want of jurisdiction in the Superior Court of Chicago to hold a special term on the 26th day of January, 1860, under its new organization.

The act of 1859, (Acts 1859, pp. 85-6, Sects. 7, 8, 9, 10 and 11,) contains a new delegation of powers, and imposes new duties upon that court. Amongst other duties, the court is required to begin a new term the first Monday in every month, and hold it until the last Saturday in each month. The last Saturday in January, 1860, was on 28th day of the month, so that the special term was held during the continuance of the regular term, according to the requirements of the act re-organizing that court. We claim that since the re-organization of this court, it has no power to adjourn over a general term, in order to hold a special term.

WALTER B. SCATES,
Of Counsel for Defendants in Error.

SUPREME COURT OF ILLINOIS.

*I may have used too strong language
in the Pease case*

Third Grand Division, }

APRIL TERM, A. D. 1860. }

*Sec 87 New chart.
repeals conflicting
parts of old charter
the rest stands*

CITY OF CHICAGO,

vs.

P. T. BURTICE,
GEORGE MANIERRE,
D. M. M'INTOSH, et al.

POINTS OF PLAINTIFF IN ERROR.

*The question then is does the new chart. so modify Chap 7
as to allow the court
to revise the assessment so far as to show that it was fraudulent,
made for the purpose raising more money than the law allowed. or can
does it repeal it so
far as it makes the
approval of the assessment by the Com. Council conclusive*

This was a special proceeding on the part of the City of Chicago to collect an assessment which had been levied upon the property holders in the West Division of the city to pay for grading and McAdamizing West Madison street from Sangamon street west to the city limits.

The assessment was levied in accordance with the provisions of chapter VII of the municipal laws of the City of Chicago commencing at page 38 and extending to page 41 inclusive.

The first and second sections of that act gives the city power to McAdamize, pave and improve the streets generally.

The third section provides that "the amount to be assessed for any such improvement (except side walks and private drains) shall be determined by the Common Council, and they shall by ballot appoint, by a majority of all the Al-

*This provision of the charter which allows the proceeding
in court is taken from the Code of Laws and
5 Gil 490 was decided under those laws
the code we lay down in this case must govern
there*

22 No 93-9

13 Pa 231

'dermen authorized by law to elect, three reputable free holders of the city to
'make such assessment, *The Commissioners shall be sworn faithfully and im-*
'*partially to execute their duty to the best of their ability."*

Section 4 provides that "before entering on their duties the commissioners shall
'give six days notice in the corporation newspaper of the time and place of meet-
'ing to all persons interested, (*City of Ottawa vs. Macey*, 20 Ill. 482) and they
'may, if necessary, adjourn from day to day. The *commissioners* shall assess the
'*amount directed* by the Common Council to be assessed on the *real estate by them*
'*deemed benefited* by any such improvement in proportion to the benefit resulting
'thereto as nearly as may be, and briefly describe, on the assessment roll to be
'made by them, the real estate in respect to which any assessment is made and
'*the value thereof."*

Section 6 provides that "when the commissioners shall have completed their
'assessment and made a corrected copy thereof they shall deliver the same to the
'city clerk, within forty days after their appointment, signed by all the com-
'missioners.

"The clerk shall, thereupon, cause a notice to be published in the corporation
'newspaper for six days, to *all persons interested*, of the completion of the assess-
'ment and the filing of the roll. *Time and place* shall be designated therein for
'*hearing objections."*

Section 7. "*Any person interested* may appeal to the Common Council for the
'correction of the assessment. Appeals shall be in writing and filed in the clerk's
'office within ten days after the first publication of said notice. The *Council* may
'adjourn such *hearing* from day to day and shall *have power*, in case of appeal or
'otherwise, in *their discretion*, to revise and correct the assessment and confirm or
'annul the same and direct a new assessment to be made, in the manner herein
'before directed, by the same commissioners or by three others which *shall be final*
'*and conclusive on all parties interested, if confirmed*; when confirmed, the assess-
'ment shall be collected as in other cases and *no appeal or writ of error shall lie*
'*in any case from such order and determination*. If any assessment be set aside
'by order of any Court, the Common Council may cause a new one to be made in
'like manner for the same purpose for the collection of the amount so assessed."

By section 4, chapter 8 page 43, provides that "all taxes and *assessments* general

‘ or *special* levied or assessed by the Common Council, under this act, shall be a
‘ *lien* upon the real estate upon which the same may be imposed, voted or assessed,
‘ for two years from and after the corrected assessment roll *shall have been con-*
‘ *firmed*, and on personal estate from and after the delivery of the warrant for the
‘ collection thereof until paid, and *no sale or transfer shall affect the lien.*”

Hamilton vs. City of Chicago, 22 Ill. 580.

Now the Court will perceive that the *confirmation* of an assessment by the
Common Council is a matter of no slight importance.

In the first place the *statute* makes it “final and conclusive upon all parties
interested,” and secondly it makes the assessment a *lien* upon the property for two
years from and after it is confirmed, and that there is a vast difference in the powers
of the Common Council.

The powers of a Common Council are two-fold :

First they are legislative ; and, second, judicial.

They act as legislators when they pass laws ; they act as judges when they pass
upon an assessment and confirm it.

This Court has decided that the acts of the Common Council may be reviewed
upon *certiorari*—see *Pease vs. City of Chicago*, 22 Ill.—and that could never be
unless their acts *were judicial*, because a *certiorari* never lies to review ministerial
acts but simply judicial.

This question has been frequently decided in other States, and is beyond any
question.

NOTA BENE. *The People vs. Mayor, &c of N. Y.* 5 Barb. 45.

Van Rensselaer vs. Witbeck, 7 Barb. 133.

Van Ransselaer vs. Cothell, 7 Barb. 127.

Vail vs. Owen, 19 Barb. 22.

Brown vs. Smith, 24 Barb. 419.

Bouton vs. City of Brooklyn, 15 Barb. 385.

Hill & Aldrich vs. The Mohawk & Hudson R. R. Co. 3 Seld. 152.

Matter of Third Street, 6 Cowen 571.

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

Now, section 7, chapter 7, of municipal laws p. 40, which declares that when the assessment has been confirmed it shall be "final and conclusive upon all parties" means exactly what it says or else it is simply absurd and void, and the Court must either compel a party to follow out the method prescribed in that section or else permit him to disregard it and allow him to come in and defend when and where he pleases and at such times as may suit his whims and convenience.

Chief Justice Gardiner, in the case of the matter of *Canal and Walker streets*, 2 Kernan 412, says: "The language of the statute in reference to a Court clothed with such authority would be senseless, if not construed as it reads; that in cases of assessment for opening and widening streets their orders and judgments should be "final and conclusive upon all persons interested whomsoever."

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

It is claimed that under section 43 of the amended charter, and under the decision of the case of *Pease vs. City of Chicago*, 21 Ill. 508, that any defense can be made and that anything can be inquired into pertaining to the assessment, notwithstanding the parties did not appear or make any defense whatever, yet that they have a right to come and defend.

Section 43 of the new charter is quoted *verbatim* in the Pease case, and the Court there say: "Here, then, is an express provision that the owner or person interested in the land may make defense and it cannot, we think, be reasonably contended that such defense shall not embrace everything which shows that the tax or assessment, to collect which the proceeding was instituted, ought not to be collected, *less than this* would be but a mockery of justice, anything which a Court of law would examine into under a writ of *certiorari* may be considered on this trial and even more, for the Court may inquire *de hors* the proceedings of the Common Council and see if any facts exist which renders the tax or assessment *illegal*, as well as into any substantial irregularity in the mode of assessing it, for which a Court of law should set them aside."

This is strong language, but it seems to me if the Court had referred to chapter 7 of the municipal laws, commencing at page 38 and extending to page 40, it could not possibly have made the remark that it did without, at least, some few qualifications.

Does not section 4, page 39, of municipal laws, provide that "all persons interested" may appear before the commissioners when they make the assessment, and does not section 7, page 40, provide that "any person interested" may appeal to the Common Council for the correction of the assessment? and does not the same section provide that the Common Council shall hear and determine such objections that are made and adjourn the hearing from time to time? Is not the most ample opportunity offered to all persons to be heard if they wished to be? and does the Court call this a mockery of justice? What is a mockery of justice? is it not rather a mockery of justice to *permit* a man who has been notified to protect his interests if he has got any, to stand by with his arms folded and let the proceedings like these go on until a final judgment is obtained and then suddenly start up and allow him to come in and cry out fraud, corruption and oppression? How is the city or any body else to ascertain whether a wrong has been committed without some objection is to be made. "It is a salutary principle of law that every person is bound to take care of and protect his own rights and interests and to vindicate them in due season and in the proper place.

6 Gill. & Johnson 312.

Now this Court has expressly decided that a notice "to all persons" is perfectly good—see *Macey vs. City of Ottawa*, 20 Ill. 482—and all parties having had notice of proceedings in levying the assessment will be regarded as having had their day in Court, and the action of the Common Council should in accordance with the language of the charter be holden final and conclusive. Good faith will not permit parties to lie by until large expense has been incurred and the liability of the city fixed and then come forward with objections for the first time, which they should have urged *in limine*. To allow this would be to allow parties to set traps for the Common Council. "*He that is silent when conscience requires him to speak shall not be heard to speak when conscience requires him to be silent.*"

Now in affirmance of these views I respectfully ask the Court to turn to the case of *McBride vs. The City of Chicago*, 22 Ill. p. 577, and read its remarks there made in that case and see how well they compare with the remarks that the same

Matter of John and Cherry streets in the City of New York, 19 Wend. 668-9.

Matter of William and Anthony streets in the City of N. Y. 19 Wend. 690-1.

The State vs. Quaiſe, 3 Zabriskie 89.

The State vs. Ross, 3 Zabriskie 517.

Haight vs. Day, 1 Johns. ch. 18.

Extension of Hancock street, 18 Penn. 32.

Albany & West Stockbridge R. R. Co. vs. Town. of Canaan, 16 Barb. 248.

Van Ransselaer vs. Cothrell, 7 Barb, 127.

See also *Aldrich vs. Cheshire Railroad Co.* 1 Foster 361.

Commissioners of Roads vs. Rumph, 10 Richardson (S. C.) 306.

In the case of *Aldrich vs. Cheshire Railroad Co.* 1 Foster, 361, the Court say :
 "The act of November, 1844, requires the commissioners to assess the damages
 sustained by the owners of land. Whether the commissioners take into consider-
 ation all the circumstances proper to be adverted to by them depends on their
 attention to the subject and their capacity to come to a correct conclusion ; but
 the result they reach is conclusive upon the party unless there be an appeal from
 their decision, this is plainly the intent of the statute, for the institution of this
 tribunal would be *useless unless their estimate should be regarded as final*, any
 other view of the question would lead to great practical difficulties, for if we
 might go behind their assessment it would be impossible to draw any line be-
 yond which we should not proceed."

The Court say further : "They are not bound to specify each injury and the
 sum awarded for it and thus enable us to ascertain in what manner and upon
 what grounds their judgment has been made up, and when this is not done it is
 obviously impossible for the Court to say that for this or that special injury the
 land owner has received no compensation ; to require this of them would take
 from them all power of action as an *independent* tribunal ; it would not permit
 them to exercise their own judgment without any supervision of the merits of the
 case, as the statute intended, unless where an appeal has been interposed, but
 would compel them to be interrogated and in a manner cross-examined as to the
 mode in which they had discharged their duties. Having the power to consider
 all the inquiries the owner has sustained, and having made an assessment, the
 presumption is that they have done their duty and have considered all matters
 worthy of their attention."

Again, in the case of *ex parte, Mayor of Albany*, 23 Wend. 280, which was an

assessment case and involved the same question that this case does. The Court say : "The execution of the duty by the commissioners is the fulfillment of a power so entirely discretionary, that so long as they are seen to have acted upon persons and a subject matter within their jurisdiction, the proceeding is, in its nature, incapable of correction by *certiorari*. We have no power to look into the principles of this and the like assessments. We cannot compel a return to a *certiorari* inquiring for them whether the writ be addressed to the corporation or their commissioners. We cannot interrogate the functionaries or agents appointed under the law as to the operation of their minds, we might otherwise send our writ to every assessor, every board of road commissioners or village or district school trustees in the State to ascertain whether they have assessed A. or B. more or less than they should. Not being a proper subject of inquiry by the writ, of course, we cannot notice it when it improperly finds its way into the return."

See also page 287 of this case.

I am aware that this was a *certiorari* case and lest the Court might again charge me with being led astray by that *ignis fatuus certiorari*, I make a particular note of the matter, but the above views of the Court are my sentiments.

In the case of the *Matter of Pearl street*, 19 Wend. 652, which arose upon a motion to confirm the report of the commissioners of assessment, and speaking upon the subject of valuation, the Court say : "That is committed by the statute to commissioners appointed by this Court and carefully selected. They have power and it is made their duty to view the premises, if necessary, examine experts to whom they may administer an oath and explore all the best sources of information ; with these means they generally combine a considerable degree of previous local knowledge, great differences of opinion may and frequently do exist among witnesses. It is hardly ever safe to disturb the decision of such a question or any other question of fact made by the tribunal, to whom it is primarily committed, whether it came from a jury, a master, referees or commissioners, we must be governed by the same principle. The very circumstance that is open to difference of opinion should lead us to conclude that the first decision can rarely be bettered by a reversal founded on the partial and refracted light of an appellate tribunal."

The whole subject in regard to valuation is most pointedly and quaintly argued by the Court.

Cowen, Justice, on pages 654-5 & 6.

See also *Matter of John and Cherry streets*, on pages 669-70 of same volume.

Also *Matter of William and Anthony streets*, pages 694-5, same volume, which are directly in point.

NOTA BENE.—The Court will observe that these cases were upon *motions to confirm* the assessment, while the case at bar is one where the assessment had already been confirmed; and, I may here add, generally, that it is necessary in order to understand the decisions of the State of New York, in reference to the assessment cases which are found in the books, to bear in view this fact, that *by the charter* of the City of New York, when streets are to be opened or any improvement made, that the corporation presents a petition to the *Supreme Court* for the appointment of commissioners of estimate and assessment, to make the assessment, and that when they have gone through the forms prescribed by law and have given all the notices required, and completed their assessment, that they make their *return* to the Supreme Court where parties can appear and object, and the Supreme Court, after hearing all objections, if any are made, either *confirm* or annul the same, and when it is once confirmed that it is final and conclusive upon all parties concerned—see *Stryker vs. Kelly*, 7 Hill 18—while, by the charter of the City of Chicago, the commissioners, instead of being appointed by the Court are appointed by the *Common Council*, and render their *report* to the Common Council where all objections are heard and determined, and they finally confirm their report or annul the same or refer it back to the same or other commissioners.

See section 11, chapter 6, municipal laws, page 35.

If the position here assumed be correct, that the commissioners were clothed by the law with discretion to value the property and to levy the assessment, and if they have exercised that discretion *fairly and not corruptly*, as the evidence in this case shows, then no error of judgment can render the assessment illegal and void, and if the other position here assumed be correct, that the confirmation of the assessment is a judicial act, and becomes a judgment or *quasi* judgment, then *that* judgment cannot be attacked collaterally in a proceeding like this, and all evidence pertaining to the valuation of the property was perfectly illegal and should have been rejected.

III.

But, if the Court should be of the opinion that the defendants had a right to investigate and re-value the property in question, then I say that this assessment cannot be set aside, because the *evidence* which the defendants introduced upon that point do not show that the property was excessively valued at all.

See abstract of valuation of property in the tabular columns, pages 4, 5 and 6 of the abstract.

IV.

The only question which was legitimately before the Court was whether the assessment had been legally levied and whether the property was liable to the assessment; therefore, whether the assessment was just or not, or whether the work on the street had been done according to the contract which the city had made with McMahon or not, was foreign to the question and all testimony which was given as to the condition of the street, both before and after the assessment, and how the work was done had nothing to do with the case before the Court and should have been excluded.

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

V.

The duty of the commissioners was similar to that of a jury and their verdict could not be impeached, by calling upon the commissioners who levied the assessment, to ascertain the principles upon which it was levied; therefore, the Court erred in permitting Albert Keep, one of the commissioners who levied the assessment, to give testimony tending to impeach his acts and the acts of the commissioners.

Albany & Woodstock R. R. Co. vs. Canaan, 16 Barb. 244.

See authorities cited under second head of this brief, and general principles.

(11)

/ 20

See *Trustees of School vs. Allen*, 21 Ill. 15-20, as to the necessity of the acts being the concurrent acts of the three commissioners and as to the power of one to impeach the acts of the others, and cases there cited.

V I.

The defendants in this case did not allege any fraud on the part of the Common Council, or on the part of the commissioners who levied the assessment, and no evidence whatever was introduced even tending that way, except it might be excessive valuation in which they signally failed ; therefore, the assessment is in no way illegal in that respect.

V II.

If the commissioners were guilty of misconduct in any respect they would be personally liable it would not invalidate the assessment.

CONCLUSION.

The errors assigned in this case by the plaintiff are well taken and the judgment should be reversed.

ELLIOTT ANTHONY,

Attorney for Plaintiff in Error.

273-130

City of Chicago

v

Justice Hall

Pepp. Prints

Filed May 4, 1860
A. Helmer
clerk

Wm. A. Helmer
PUBLISHED

STATE OF ILLINOIS, SUPREME COURT,

THIRD GRAND DIVISION.

APRIL TERM, 1860.

CITY OF CHICAGO,

vs.
P. T. BUSTICE,
GEORGE MANNIERE,
D. M. McINTOSH, *et. al., et. al.*

Alexander White came and filed separate objections, to the effect that the property was fraudulently and unjustly made too
41 high, for the purpose of evading the law allowing only three per cent. per annum on the real value of said property to be taxed for such improvement as said warrant.

ABSTRACT OF THE RECORD.

Page of Rec.

31

The Bill of Exceptions shows, commencing on page 31 of Record, that the defendants, who are numerous, came and filed the

32, 33, 34 following objections :

1st. That the work contracted to be done, and for the payment for which the said assessment is made, was not done according to contract, and if the same has been accepted by the City Superintendent, such acceptance was fraudulent.

2d. That said property is appraised by the Commissioners appointed by the Common Council, very much beyond its value,
26, 37 and was so appraised knowingly by said Commissioners.

3d. That said Commissioners were not authorized to appraise
38 said premises, but should have taken as conclusive of their value, the appraisement thereof made by the City Assessor for that division of the city in which said premises are situate.

4th. That the amount assessed upon said premises exceeds three per cent. per annum, on the property assessed.

5th. That the Commissioners appointed to make said assessment did not give the notice of the time and place of meeting before making, as required by the City Collector.

6th. That the City Clerk did not publish notice of the return of said assessment roll, and give notice of the time and place of objecting thereto, as required by the City Collector.

7th. That the Collector did not give notice that said warrant had been placed in his hands for collection, as required by the City Charter.

8th. That said assessment is otherwise inequitable, unjust, irregular and contrary to law.

Page of Rec. 9th. That the assessors by whom said assessment was made are not freeholders, as required by law.

10th. That the work on Madison street, West of Robey street, has not been accepted by said Superintendent.

11th. That the Commissioners by whom said assessment was made, appointed by the Common Council, and not by the Mayor, by and with the advice and consent of the Common Council, as required by the 6th Section of the act approved Feb. 16, 1859.

12th. Because said F. A. Bragg, one of said Commissioners who made said assessment, is not a freeholder, as it is required by law such Commissioners should be.

Alexander White came and filed separate objections, to the effect that the property was fraudulently and unjustly made too
41 high, for the purpose of evading the law allowing only three per cent. per annum on the real value of said property to be taxed for such improvement as said warrant calls for.

Because warrant is informal, irregular in form and illegal, and otherwise defective.

That the assessment was made for the benefit of the Horse Railroad, and not the inhabitants,

That said assessors never did meet for the purpose of making said assessment.

31-36, 43, 44 List of the property of the defendants.

Assessment Roll.

45 to 72 The Assessment Roll which contains the proceedings of the Common Council in levying the assessment from the beginning till the *final confirmation*, with a list and description of all the property assessed.

73 The defendants then offered in evidence an original estimate, made by the Superintendent of Public Works for said improvement; which was objected to by plaintiff, but the objection was overruled, and estimate admitted.

The defendants then offered an ordinance of the city, permitting certain parties to build a horse railroad on West Madison street, which was passed May 23, 1859.

73 The defendants then offered in evidence *Albert Keeps*, who being sworn, testified that he was one of the Commissioners appointed by the Common Council to levy the assessment in this case. He was then asked the question, "How the assessment was made, and upon what basis?" to which question the plaintiff then and there objected, but the objection was overruled, and exception taken.

Page of Rec. Witness then stated that the assessment roll was made up by Mr. F. A. Bragg, another of the Commissioners, who brought it to him to sign; that he asked Bragg about it, and Bragg told him that he had charged each front foot between Reuben street and the city limits a uniform sum, and between Reuben and Sangamon streets another uniform sum; that he *assented* to the *assessment* and *signed it*.

It was proven in the case and the contract produced, that the work for macadamizing West Madison street was done by contract with the City and John McGovern.

That the work was duly ordered by the City, and that the whole work which was done, and which was to be done, was done and should be done under the supervision of the City Superintendent and to his satisfaction.

160 *Reuben Cleveland*, a witness called for the defendants, testified that he was Superintendent of Public Works of Chicago, and that by the terms of the contract, the work was to be done under his direction, and to his satisfaction; that the job for macadamizing the street was not completed, and had never been accepted by the Superintendent, and that the work was not done.

74 Mr. *E. H. Cummins* was then called as a witness, who testified that he had been a real estate dealer, but was not then; was 60-84 then asked to give his opinion of the value of the real estate included in the assessment, which was objected to by the plaintiff, but the objection was overruled, and exception taken. He then proceeded to give at length his opinion of the value of all the property, but afterwards examined and reviewed his valuation, in connection with N. P. Iglehart, which is given in detail hereafter.

88	S. H. Kerfoot,	} These witnesses were introduced by defendant, proving the condition of road and the method in which the road was macadamized. To all of which testimony the plaintiff then and there excepted.
102	Asa F. Bradley,	
120	John McGovern,	
122	Horace Hopkins,	
123	Robert H. Foss,	
124	M. Talcott.	

The following is a list of lots in question, with the valuation, as made by the Commissioners who levied the assessment, which is found in the column marked with the word "valuation," at the top, and the amount assessed in next column, and the column marked "defendant's witnesses," contains the valuation of the property by Cummins, Kerfoot and N. P. Iglehart, on the part of the defendants, and the next column, "val. of plaintiff's witness," is the valuation upon the same property, as made by Shelby, a witness for the plaintiff.

Page of Rec. Canal Trustees' Subd. of wh of wh neq of Sec. 17, T. 39, R. 14.

148	Subdivision of Lot.	Lot.	Bl'k.	Valu'n.	Amount of Assessment	Vol of Trk. With ass.	Vol of Plg. With ass.
		23	1	\$1,550	\$42 27	\$1,500	\$2,500
		24	"	1,550	42 27	1,500	
		25	"	1,550	42 27	1,500	2,500
		26	"	1,550	42 27	1,500	1,800
		27	"	2,000	52 27	1,875	2,700
		21	"	1,550	42 27	1,500	1,800
		22	"	1,550	42 27	1,500	1,800
		24	2	1,450	38 03	1,250	2,600
		25	"	1,800	48 03	1,567	2,700
		1	3	12,000	327 68	12,740	16,500
		3	"	4,920	139 42	4,537	6,000

Subdivision of Block 5, Duncan's Add., and Bl. 1 Canal Trustees' Subd. of wh of wh of neq of Sec. 17, T. 39, R. 14.

	3	1	1,250		1,750
	4	"	1,250	1,440	1,750
	5	"	1,250	1,440	1,750
	6	"	1,250	1,440	1,750
	10	"	960	1,440	1,750
	11	"	960	1,440	1,750
	28	"	800	\$30 pr fr ft	
	29	"	800	30 "	
149	63	"	1,000	40 "	
	64	"	1,000	40 "	
	3	3			
	8	2	1,500	1,320	1,600

148 Canal Trustees' Subdivision of Sec. 7, T. 39, R. 14.

		17	59	1,200		1,200	1,450
		18	"	1,200		1,200	2,450
		19	"	1,200		1,200	1,450
		20	"	1,700		1,500	1,700
		64	58	1,050	27 00	300	350
		65	"	1,050	27 "	300	350
		66	"	1,050	27 "	300	350
		67	"	1,050	27 "	300	350
		72	"	1,050	27 "	300	350
		73	"	1,050	27 "	300	350
		74	"	1,050	27 "	300	350
		75	"	1,050	27 "	300	350
		76	"			300	375
		77	"			300	375
		78	"			300	375
	Sub Lot 9	4	63	2,200	39 60	1,000	1,400
	" 10	3	"	2,200	39 60	1,000	1,400
	" 11	3	"	2,200	39 60	1,000	1,400
	" 12	3	"	2,650	51 40	1,250	1,550
		10	64	6,900	118	7,000	13,000
	eh	7	"			2,250	4,000
	wh	7	"	2,000		2,250	4,000
150		78	60	1,200	27 00	600	700
		79	"	1,200	27 "	600	700
		80	"	1,196	33 40	650	1,800
		57		21,000	534	16,000	20,000
73		13	59	325		360	750
	Lots 6 and 7 of 12 and	4 of	63	1,100		1,100	3,200
	Lots 11 and 12 of s. block	73	61	1,150	32 50	1,950	1,800
		74	"	1,000	22 50	500	1,800
		75	"	1,000	22 50	450	1,800
		76	"	1,000	22 50	450	1,800
		31	w 562	1,325	37 "	750	1,000
		32	"	1,150	27 "	600	900
		77	61	1,000	22 50	450	750
		78	"	1,000	22 50	450	750
		70	60	1,200	27 "	475	1,500
		71	"	1,200	27 "	475	1,500
		72	"	1,200	27 "	475	1,500
		73	"	1,200	27 "	475	1,500
		79	61	1,000	22 50	450	750
		80	"	1,000	22 50	450	750
		81	"	1,000	22 50	450	750
		82	"	1,000	22 50	450	750
		83	"	1,000	22 50	450	750
		84	"	1,000	22 50	455	750
		85	"	1,000	22 50	460	750
		86	"	1,000	22 50	465	750
		87	"	1,000	22 50	465	750
		88	"	1,000	22 50	470	750
		89	"	1,000	22 50	470	750
		90	"	1,000	22 50	475	750
		91	"	1,000	22 50	475	750
		92	"	1,000	22 50	475	750
		93	"	1,000	22 50	475	1,500
		94	"	1,000	22 50	475	1,500
		95	"	1,000	22 50	500	1,500
		96	"	1,150	32 50	650	1,500

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E. H. Cummings' Subd. of Lot 9, Block 64, Sec. 7, 39, 14.

Subd. Lot 6,	9	64	1,440	21 60	600	950
" 7,	"	"	1,440	21 60	600	950
" 8,	"	"	1,440	21 60	600	950
" 9,	"	"	1,440	21 60	600	950
" 10,	"	"	1,440	21 60	600	950

Wright's Addition to Chicago.

Sublot 7	5	2	1,600	42 25	900	1,000
" 5	5	"	1,800	52 25	1,100	1,400
" 6	5	"	1,600	42 25	1,000	1,200
	6	"	6,000	169	7,500	10,000
	7	"	6,000	169	7,500	10,000
	8	"	6,000	169	7,500	10,000
	5	3	7,000	205	5,500	5,500
	6	"	6,000	169	4,500	5,000
	7	"	6,000	169	4,500	5,000
	9	"	9,000	263	7,500	

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Carpenter's Addition to Chicago.

ch	14	49	1,750	52 25	1,250	2,000
	17	"	3,120	84 50	2,500	5,000
	18	"	3,600	94 50	3,000	5,000
	20	48	1,560	42 25	1,250	1,450
	21	"	1,560	42 25	1,250	1,400
	22	"	1,560	42 25	1,250	1,400
	23	"	1,560	42 25	1,250	1,400
	24	"	1,560	42 25	1,250	1,400
	25	"	1,560	42 25	1,250	1,400
	26	"	1,560	42 25	1,250	1,100
	27	"	1,560	42 25	1,250	1,450
	28	"	1,800	53 94	1,550	
	29	"	1,560	5 50		
	30	"	1,560	4 50		
	31	"	1,560	3 50		
	32	"	1,560	2 50		
	15	"				
	16	"				
	17	"				
	18	"				
	19	"	1,800	53 94	1,500	1,550
East 110 ft. of	18	50	3,600	94 50	2,500	3,200

Don't find these
on map

153

Subdiv. of Block 5, Duncan's Addition to Chicago.

10	1	1,250		1,750
11	"	1,250		1,750
1	2	1,500		2,000
2	"	1,150		2,850
3	"	1,150		2,850
4	"	1,150		2,850
5	"	1,150		2,850
6	"	1,150		3,460
7	"	1,150		1,450

S. F. Smith's Subdiv. of neq of neq Sec. 18, 39, 14.

1	1	2,500	90	750	1,000
2	"	1,000	6	600	750
3	"	900	4	600	750
4	"	900	3	600	750
5	"	900	1	600	750
6	"	1,320	19 80	550	1,500
7	"	1,320	19 80	550	750
8	"	1,320	19 80	550	750
9	"	1,320	19 80	550	750
1	22	920	20 70	550	700
2	"	920	20 70	450	700
3	"	920	20 70	450	700
4	"	920	20 70	450	700
1	24	920	20 70	475	700
2	"	920	20 70	475	700
3	"	920	20 70	475	700
4	"	920	20 70	475	700

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Union Park Addition to Chicago..

	10	4	8,000	226 46	5,000	6,000
	11	'	3,000	84 50	5,000	2,350
	12	'	3,000	84 50	2,000	2,350
w 13 ft of	13	'	780	21 97	520	

Ashland Und. Addition to Chicago.

	4					7,900
--	---	--	--	--	--	-------

Rockwell's Addition to Chicago.

	1	9	7,925	237 60	4,000	4,000
	7	'	2,000	59 40	1,000	1,100
	8	'	2,000	59 40	1,000	1,100
	9	'	2,000	59 40	1,000	1,100
Part of ch of neq sec. 18, 39, 14, beginning						
5 ch. west of NE corner, thence S 10 ch.						
W 5 ch., W 10 ch., E 5 ch. to beginning						
--5 acres,.....					7,500	15,000
E 30 acres of wh of ch of nwq sec. 18, T. 39,						
R. 14,.....					36,000	60,000
155 Tract of land bounded as follows: E by						
Union Park Add., N and W by SW Park						
Road, and S by Madison st., and lying in						
wh of swq of sec. 8, T. 39, R. 14,.....					3,000	5,000
S hf of tract of land bounded as follows:						
E by S. W. Plank Road, N by Warren						
st., W by Reuben st., S by Madison st.,						
and lying in whf swq Sec. 8, T. 39, R. 14,					8,000	9,000

S. F. Smith's Subd. of neq of neq of Sec. 18, 39, 14.

	10	1	1,320	19 80	550	750
	11	'	1,200	18 00	500	750
	1	2	1,200	21 60	525	750
	2	'	1,200	21 60	500	750
	3	'	1,200	21 60	500	750
	7	'	1,200	21 60	625	800
	1	3	950	19 80	550	750
	2	'	880	19 80	475	700
156	3	'	880	19 80	475	700
	4	'	880	19 80	475	700
	5	'	880	19 30	475	700
	6	'	880	19 80	475	700
	1	4	920	20 70	490	700
	2	'	960	21 60	495	700
	3	'	960	21 60	495	700
	5	'	1,000	22 50	500	800
	6	'	1,000	22 50	500	800
	7	'	1,000	22 50	500	800
	8	'	1,150	22 50	625	850

86 S. S. Hays, called by plaintiff, says: I am resident of Chicago, on Union Park, corner Washington street. I have been, and am the owner of real estate near Union Park; lot 8, block 3, U. P. Addition.

87 It is very difficult to give the value of any property in the city at present. It is almost impossible to arrive at a correct value of real estate, since the panic of 1857. Real estate has not, nor will not sell since the panic, under trust deeds, for over half of its absolute cash value.

The value of property would depend very much on the purpose which a person wished to make of it. Persons buying to sell, will not buy without a good margin. The question of what the value for permanent investment, would raise many questions. Persons wishing to buy for a residence are willing, and do pay more than dealers will. Since the panic of 1857, it is a fact that real estate has no commercial value for exchange.

Page of Rec. In 1852 I commenced buying, and have dealt largely in all parts of real estate, and am now engaged in disposing of lots to pay up debts.

I bought largely of the property assessed in this matter; bought by the acre and subdivided myself. I bought the whole of Union Park Addition; from Sangamon street to Union Park is worth \$40 per foot; value decreases West.

Lots in Section 17. Some lots have sold for \$50. I have sold since 1857, at auction for \$48 per foot. Property fronting the Park would be worth double; Worthington's lot is worth \$38 per foot, 120 feet front; also the Warren street \$60 to \$70; Reuben, whole value \$12,600.

Smith's Subdivision.

88 Lots of 25 feet front, and about 104 or 105, would be worth \$30 per foot at Reuben street, and fall off in value westward; 8.30 acres on Madison street front \$2,000 to \$2,500 per acre running to \$1,000 per acre to the South line.

In Section 7, block 58, lots are worth \$150 per lot; The prospective value of all the property has been largely increased by the completion of the Horse Railway.

Assignment of Errors.

And now comes the said plaintiff, by E. Anthony, its attorney, and says that in the record and proceeding aforesaid, and in the rendition of judgment aforesaid, manifest error hath intervened in this:

1st. The Court erred in permitting Albert Keep, one of the Commissioners who levied the assessment, to testify as to how the assessment was made.

2d. The Court erred in permitting the witnesses Cummins, Kerfoot and Iglehart to give testimony as to the value of the lots assessed, and which are the subject of controversy in this case.

3d. The Court erred in permitting the defendants to offer in evidence the original assessment roll, and then produce witnesses to contradict the valuation of the property, as set down by the Commissioners.

4th. The Court erred in permitting witnesses on the part of the defendants to give testimony as to the value of the property which had been assessed by the Commissioners.

5th. The Court erred in permitting witnesses on the part of the defendants to give testimony in regard to the condition of the street before the assessment was levied, and also after the street in question had been macadamized.

6th. The Court erred in permitting the witnesses Kerfoot, Bradley, Hopkins, Foss, Talcott to testify concerning the street—its condition before and after the assessment, and all testimony in relation to the macadamizing of the street, and how the street was improved.

7th. The Court erred in rendering a judgment for the defendants.

And for other errors apparent in the record and proceedings aforesaid, it prays may be reversed, annulled and altogether held for nothing, and that it may be restored to all things which it hath lost by occasion of the said judgment.

E. ANTHONY,
Att'y for Plaintiff in Error.

275-130

City of Chicago²⁰

v

Barthelme & Co

Abstract

Filed Apr 27, 1860

Leland
Clark

United States of America }
State of Illinois, Cook County } ss.

Pleas before the Honorable the Judges of the Superior Court of Chicago within and for the County of Cook and State of Illinois at a Special Term of said Superior Court of Chicago begun and holden at the Court House in the City of Chicago in said County and State on the fourth Thursday being the Twenty sixth day of January in the year of our Lord one thousand eight hundred and Sixty and of the Independence of the United States of America the Eighty fourth, due Notice of the time and place of holding said Special Term of said Court having been printed and published in the Daily Press and Tribune the Corporation Newspapers of the City of Chicago for Twenty days previous to the holding of said Term of Court in accordance with the Statute in such case made and provided and in pursuance of an order made by the Judges of said Court on the fourth day of January A.D. 1860.

Present The Honorable John M. Wilson, Chief Justice of the Superior Court of Chicago
Van H. Higgins and Grant Governor Judges
Charles Haven Presenting Attorney
John Gray Sheriff of Cook County.

Attest

Maria Kimball, Clerk.

Be it remembered that on this twenty sixth day of January A.D. Eighteen hundred and sixty Adolph A. B. Muller City Collector of the City of Chicago reported and filed with the Clerk of this Court a list of Lands, Lots and parcels of Land and other Real Estate situated in the City of Chicago aforesaid on which taxes remained due and unpaid for the year therein set forth and attached to said Report was a Certificate of the Press and Tribune Company signed by G. D. Wilkinson of the due publication of notice as required by law of the making and delivering of the Warrant for Collection of the said Taxes to the said A. B. Muller City Collector as aforesaid. And also attached to said Report was a Certificate signed as aforesaid of the publication in the Daily Edition of the Chicago Press and Tribune of the Notice of the intended application for a Judgment against said Lands and other Real Estate at this Term of Court, as required by the Law of this State approved February fourteenth A.D. Eighteen hundred and fifty seven (a copy of which said Report is hereinafter set forth.)

Ordered by the Court:

That all objections to Judgment on the General Warrant for Taxes, and on Special Warrants for assessments be made in writing, and filed with the Clerk of this Court by Saturday morning next at ten o'clock.

Copy

Collector's Report and Certificate heretofore referred to.

' Of the January Special Term of the Superior Court of Chicago in the year of our Lord one thousand eight hundred and sixty.

To the Honorable John M. Wilson, Van. St. Higgins and Grant Woodruff, Judges of the Superior Court of Chicago

The Report of Charles F. C. Miller City Collector of the City of Chicago respectfully represents that the Special Warrants mentioned in the Schedule hereto attached issued for the Collection of the Special Assessments and taxes, authorized by law, for the purposes therein generally set forth, made out in the manner required by law, and countersigned by the City Comptroller, were delivered to him the said City Collector on or before the second Tuesday of October A. D. 1859.

That forthwith after the delivery of the said Warrants to him, he published a notice in the Corporation Newspaper of said City, that such Warrants were in his hands for collection, briefly describing the nature of each of said Warrants and requesting all persons in forthwith to make payment thereof at his Office, and that in default of such payment the said taxes and assessments would be collected at the cost and expense of the persons liable for the payment of such taxes and assessments which said Notice was generally published for thirty days in said Corporation Newspaper.

That he has given ten days Notice of his intended application

4
to this Court for Judgment against the Lands, Lots and Parcels of Land for the amount of taxes, assessments, interest and costs respectively due thereon, before the first day of the January Special Term of this Court A.D. 1860, briefly specifying the nature of the said Warrants upon which said application was to be made, and requesting all persons interested therein to attend at such Term a Copy of which said Notice is herewith filed, together with a Certificate of the due publication of said Notice from the Publisher of the said Corporation Newspaper, in which the said Notice was published.

That the Annexed Schedule is a correct list of the Lands, Lots and Parcels of Land together with the amounts of taxes & assessments interest and costs respectively due thereon as set forth in the said Warrants, which remain unpaid and uncollected.

Wherefore your said Petitioner prays that Judgment may be rendered as in such cases made and provided.

A. F. C. Muller

City Collector."

"State of Illinois }
Cook County, .. } ss.

I Adolphus F. C. Muller, City Collector in and for the City of Chicago, do solemnly swear that the Annexed Report by me made, is to the best of my knowledge and belief, true: and the Annexed Schedule is a true and correct list of the delinquent lots lands and parcels of Land, upon which I have been unable to collect the Taxes and Assessments as required by law for the year 1859 as herein set forth that said taxes and assessments remain due and unpaid, and uncollected as above stated.

Subscribed and sworn to before me
this twenty sixth day of January A.D. 1860

A. F. C. Muller,

Notary Public. Clerk of the Superior Court of Chicago.

Copy Notice referred to in Collector's Report

"State of Illinois
City of Chicago

"City Collector's Office
January 6th 1860

Notice is hereby given that on Thursday the twenty sixth day of January A.D. 1860 at a Special Term of the Superior Court of Chicago to be begun and holden at the Court House in said City of Chicago on the last aforesaid day I shall report to said Superior Court of Chicago all the lots lands and parcels of Land on which the taxes and assessments charged in the Collection Warrants hereinafter more particularly described have not been collected or paid for judgment against said Lands, Lots and parcels of Land for the amount of taxes, assessments, interest and costs respectively due thereon to wit (among others).

"Warrant 425. Dated September 1st 1859.

"For Macadamizing and grading West Madison Street from Sangamon Street West, to the City limits."

All persons interested therein are requested to attend at said Term of Court

C. F. to Miller. Collector,

"To the undersigned Publishers of the Chicago Press and Tribune do hereby certify that a Notice of which the Annexed is a true Copy was published two consecutive days next after the 4th day of January 1860 in the daily edition of the Chicago Press and Tribune a Newspaper published in and of general Circulation throughout the County of Cook, State of Illinois

Chicago, Illinois,
January 25. 1860

Press & Tribune Co
By J. D. Johnston

(Copy Warrant)

Special Warrant No 1123 W.

State of Illinois }

City of Chicago }

vs. The People of the State of Illinois by the
Collector of the City of Chicago, Plaintiff.

Whereas the Common Council of the City of Chicago did on the 29th day of August 1854 confirm the Assessment duly made and filed in the Clerk's Office, by the Commissioners appointed by the said Common Council to assess the sum of Twenty two thousand two hundred and (\$22,200.00) dollars upon the Real Estate in the West Division of said City deemed benefited by Macadamizing and grading West Madison Street from Sangamon Street West to the City limits in proportion to the benefits resulting there to in pursuance of an Order for said Assessment made by the said Common Council on the 12th day of May 1854 after duly reviewing the same and did thereby assess the said sum of money upon the real Estate described in the roll of said Assessment in the respective proportions thereof marked "assessment" set opposite to each lot, part of lot and tract Estate described in said roll; which roll is in the words and figures following, to wit:

Assessment Roll.

A description of the Real Estate in the West Division of the City of Chicago deemed benefited by grading and macadamizing West Madison Street from Sangamon Street west to the City limits, with the valuation thereof, and the sums of money severally assessed thereon for benefits by the Commissioners, to wit:

Duncan's Addition to Chicago.

7

Name of Owner	Part of Lot of Row	S. Lot	Lot	Block	Valuation	Assessment
George Manierre			143	4	4500	22 25
D. Charles			3	"	3000	4 00
W. H. Ewing			4	"	3000	4 00
Lucid & Willard			13	"	3000	4 00 Paid
Thomas Brown			11	"	3000	4 00 Paid
"			15	"	3000	11 00
W. G. Ewing			16	"	4500	21 25
<u>Carpenters Addition to Chicago.</u>						
J. Watchford			5	46	3000	5 00
"			6	"	3000	9 00 Paid
"			7	"	4000	9 50 Paid
"			8	"	2400	6 50 Paid
W. H. Nichols			17	47	1200	2 50
Unknown			18	"	1200	3 50
"			19	"	1200	3 50
W. H. Nichols			20	"	1200	3 50
Ellis Carter			21	"	1200	4 50
Unknown			22	"	1200	4 50
"			23	"	1200	5 50
Ellis Carter			24	"	1200	5 50
Unknown			25	"	1800	53 94
"			26	"	1500	12 25
"			27	"	1500	12 25
"			28	"	1500	12 25
"			29	"	1500	12 25
"			30	"	1500	12 25

Name of Owner	Part of Lot of Land	S. 1st	1st	Block	Valuation	Assessment
Unknown			31	47	1560	42 55
"			32	"	1560	42 25
Philo Carpenter			33	"	1560	42 25
"			34	"	1750	52 25
J. B. Martin			15	48	1200	2 50
"			16	"	1200	3 50
"			17	"	1200	4 50
"			18	"	1200	5 50
"			19	"	1800	53 94
"			20	"	1560	42 25
"			21	"	1560	42 25
"			22	"	1560	42 25
"			23	"	1560	42 25
"			24	"	1560	42 25
"			25	"	1560	42 25
"			26	"	1560	42 25
"			27	"	1560	42 25
"			28	"	1800	53 94
"		Pave	29	"	1560	3 50
"			30	"	1560	4 50
"		Pave	31	"	1560	3 50
"			32	"	1560	3 50
A. Myle			10	49	3500	5 00
H. G. Miller			11	"	3500	5 00
Benj. Folt			12	"	3500	9 00
John Thompson			13	"	3500	9 00

Name of Owner	Part of Lot of Land	^S Lot	Lot	Block	Valuation	Assessment	
J. Standing	E 1/2		14	49	1560	42	25
J. L. Kothan	W 1/2		"	"	1750	52	25
J. Standing			15	"	3120	84	50
E. Haffner		Paid	16	"	3120	84	50
Arthur Fick			17	"	3120	84	50
"			18	"	3600	94	50
M. A. Neef		Paid	19	50	3300	5	00
E. Holton			11	"	3300	5	00
"			12	"	3300	9	00
M. A. Neef		Paid	13	"	3300	9	00
C. Holton			14	"	3600	94	50
Allen & Holton			15	"	3300	84	50
"	W 1/2		16	"	1750	42	25
E. Holton	E 1/2		17	"	1750	42	25
"			17	"	3300	84	50
"			18	"	3600	94	50
H. H. Throop			19	51	3300	5	00
"			11	"	3300	5	00
"			12	"	3300	9	00
H. Lander			13	"	3300	9	00
"			14	"	3600	94	50
"	E 1/2		15	"	1750	42	25
E. H. Garrison	W 1/2		"	"	1750	42	25
Roberts Sheppard			16	"	3300	84	50
"			17	"	3300	84	50
"	W 1/2		18	"	490	11	83

Name of Owner	Part of Lot of Land	Lot	Block	Valuation	Assessment
E. L. Foster	On N 4 E	18	51	3110	82 64
<u>Wrights Addition to Chicago.</u>					
A. J. Velder		1	5	1200	2 50
"		2	"	1200	3 50
Unknown		3	"	1200	4 50
"		4	"	1200	5 50
"		5	"	1800	52 25
"		6	"	1600	42 25
E. R. Brown		7	"	1600	42 25
"		8	"	1600	42 25
A. L. Glover		6	"	6000	169 00
"		7	"	6000	169 00
"		8	"	6000	169 00
J. Wright		3	3	4100	205 00
"		6	"	6000	169 00
"		7	"	6000	169 00
"		9	"	9000	263 36
Melton McMill		5	8	6300	189 00
"		6	"	6000	169 00
"		7	"	6000	169 00
"		8	"	6300	189 00
Canal Trustees	Subd. of N 1/2 & N 1/2 of N E 1/4 of Sec 15				39.111
	Subd. of Block 5 Bureau Addition	1			
John Spry		1	"	3000	50 56
"		2	"	1300	110 56
E. K. Rogers		3	"	1800	110 56

Name of Owner	Part of Lot of Land	S Lot	Lot	Block	Valuation	Assessment
E. K. Rogers			1	1	15 00	110 56
"			3	"	15 00	110 56
"			4	"	15 00	110 56
William Davids		Paid	7	"	15 00	110 56
"		Paid	8	"	15 00	110 56
"		Paid	9	"	15 00	110 56
"			10	"	15 00	110 56
E. K. Rogers			11	"	15 00	110 56
"			12	"	15 00	110 56
Or H. Salisbury			13	"	15 00	110 56
"			14	"	15 00	110 56
"			15	"	15 00	110 56
Samuel Spry			16	"	15 50	112 27
E. Price			17	"	15 50	112 27
J. Koenblatz			18	"	15 50	112 27
J. Lechner		Paid	19	"	15 50	112 27
Chas. Donnelly			20	"	15 50	112 27
Samuel Goodman			21	"	15 50	112 27
"			22	"	15 50	112 27
E. H. Walker			23	"	15 50	112 27
"			24	"	15 50	112 27
"			25	"	15 50	112 27
D. Mc Intosh			26	"	15 50	112 27
"			27	"	20 00	53 27
E. K. Rogers			28	"	10 00	6 75
"			29	"	10 00	5 75

Name of Owner	Part of Lot if Land	Lot	Lot	Block	Valuation	Assessment
E. H. Rogers			63	1	1000	4 75
"			64	"	1000	4 75
"			1	2	2000	30 56
Philip Loney			3	"	1300	40 56
"			3	"	1300	40 56
"			4	"	1300	40 56
"			5	"	1300	40 56
"		Paid	6	"	1300	40 56
"		Paid	7	"	1300	40 56
Chas. Thompson			8	"	1300	40 56
B. Reed			9	"	1300	40 56
"			10	"	1300	40 56
Unknown			11	"	1300	40 56
"			12	"	1300	40 56
E. A. Hubbard		Paid	13	"	1300	40 56
Unknown		Paid	14	"	1300	40 56
Bronley & Amel			15	"	1300	40 56
"			16	"	1300	40 56
"			17	"	1300	40 56
"			18	"	1300	40 56
Unknown			19	"	1300	40 56
"			20	"	1300	40 56
"			21	"	1300	40 56
"			22	"	1300	40 56
"		Paid	23	"	1300	40 56
"			24	"	1480	38 03

13	Name of Owner	Part of Lot of Land	Lot	Block	Valuation	Assessment
	Unknown			25	2	1800 118 03
	"			36	"	1000 6 75
	"			37	"	1000 3 75
	Baptist Rescuee		Paid	33	"	1000 8 75
	"		Paid	34	"	1000 6 75
	Est. of A. Miller			1	3	12000 327 68
	W. H. Turner			2	"	3400 132 10
	W. H. Wells			3	"	4920 139 42
	E. H. Chandler		Paid	14	"	1650 46 45
	Hamblin			5	"	3300 92 90
	W. H. Muller			6	"	10000 286 33
	W. H. Brothers		Paid	4		35000 1012 51
	Unknown			9	5	1000 1 00
	"			10	"	1000 1 50
	"			11	"	1000 2 00
	"			12	"	1000 2 30
	"			13	"	1000 3 00
	"			14	"	1000 4 00
	"			15	"	1500 216 100
	"			17	"	1500 42 25
	"			18	"	1500 42 25
	"			19	"	1500 42 25
	"			20	"	1500 42 25
	"			21	"	1500 42 25
	"			22	"	1500 42 25
	"			23	"	1500 42 25

Names of Owners	Part of Lot of Land	S. Lot	Lot	Block	Valuation	Assessment
Unknown			21	5	15.00	42 25
"			23	"	15.00	42 25
"			24	"	15.00	42 25
"			27	"	15.00	42 25
"			28	"	15.00	42 25
"			29	"	15.00	42 25
"			30	"	17.00	21 140
"			32	"	10.00	1 00
"			33	"	10.00	3 00
"			34	"	10.00	2 50
"			35	"	10.00	2 00
"			36	"	10.00	1 50
"			37	"	10.00	1 00
M. Naffin				6	15.00	42 2 43
Baker & Stephens	E 1/2				15.00	42 2 43
"	W 1/2			7	15.00	19 11 00
<u>Union Park Addition to Chicago</u>						
E. L. Garner	S 1/2	Paid	8	3	125.00	1 00
"		Paid	9	"	25.00	5 00
"		Paid	10	"	116.20	128 30
"		Paid	11	"	30.00	84 50
"		Paid	12	"	30.00	84 50
Unknown			13	"	30.00	84 50
"			14	"	30.00	84 50
"			15	"	33.50	94 50

Name of Person	Part of Lot of Land	3 Lot	Lot	Block	Valuation	Assessment
E. C. Larned		Paid	16	3	2500	3 00
Thomas Durb	S 1/2		17	"	1250	1 00
S. S. Hayes			10	4	8000	324 46
"			11	"	3000	81 50
"			12	"	3000	81 50
"	N 13 1/2		13	"	780	21 97
E. H. Durb	E 37 1/2	Paid			2220	63 53
"		Paid	14	"	3000	81 50
Unknown		Paid	15	"	3550	94 50
C. Mason			16	"	2500	52 00
E. H. Durb	S 1/2	Paid	17	"	1250	1 00
Carroll Trustees Subdiv of Section			17	39	14	
C. Filders				39	21000	564 00
H. Knight			61	38	1166	36 10
"			62	"	1050	27 00
"			63	"	1050	27 00
"			64	"	1050	27 00
"			65	"	1050	27 00
"			66	"	1050	27 00
"			67	"	1050	27 00
"			68	"	1050	27 00
"			69	"	1050	27 00
"			70	"	1050	27 00
"			71	"	1050	27 00
"			72	"	1050	27 00
"			73	"	1050	27 00

Name of Goods		Description	S. L.	Lot	Blk.	Valuation	Assessment	
H. Wright				14	58	1060	24	00
	"			15	"	1060	24	00
	"			16	"	1060	24	00
	"			17	"	1060	24	00
	"			18	"	1060	24	00
	"			19	"	1060	24	00
	"			20	"	1260	34	00
Rush	At Home			11	59	2115	61	00
H. Higgins			6	12/13	"	750	21	60
	"		7	"	"	750	21	60
	"		8	"	"	750	21	60
	"		9	"	"	750	21	60
	"		10	"	"	750	21	60
H. J. Johnston Jr.				11	"	2100	54	00
H. Hales				15	"	2100	54	00
"				16	"	2100	54	00
H. H. Bigelow				17	"	2100	54	00
"				18	"	2100	54	00
"				19	"	2100	54	00
"				20	"	3415	64	00
C. H. Howard				61	60	1580	34	00
"				62	"	1200	24	00
"				63	"	1200	24	00
"				64	"	1200	24	00
"				65	"	1200	24	00

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Name of Owner	Part of Lot of Land	Set	Lot	Block	Valuation	Assessment
Phil. Carpenter			66	60	12 00	27 00
"			67	"	12 00	27 00
Elizabeth Christie			68	"	12 00	27 00
A. H. Kilpatrick			69	"	12 00	27 00
H. A. Adams			70	"	12 00	27 00
"			71	"	12 00	27 00
"			72	"	12 00	27 00
"			73	"	12 00	27 00
A. H. Woodworth			74	"	12 00	27 00
Elizabeth Foster			75	"	12 00	27 00
"			76	"	12 00	27 00
"			77	"	12 00	27 00
"			78	"	12 00	27 00
"			79	"	12 00	27 00
"			80	"	11 96	23 40
L. W. Doolittle			73	61	11 50	22 50
"			74	"	10 00	22 50
"			75	"	10 00	22 50
"			76	"	10 00	22 50
"			77	"	10 00	22 50
"			78	"	10 00	22 50
J. Adams			79	"	10 00	22 50
"			80	"	10 00	22 50
B. F. Adams			81	"	10 00	22 50 Paid
"			82	"	10 00	22 50 Paid
"			83	"	10 00	22 50 Paid

Name of Owner	Part of Lot of Land	S. Lot	Lot	Block	Valuation	Assessment	
B. S. Adams			84	61	1000	22 50	Paid
Alfred White			86	"	1000	22 50	
"			86	"	1000	22 50	
"			87	"	1000	22 50	
"			88	"	1000	22 50	
"			89	"	1000	22 50	
"			90	"	1000	22 50	
"			91	"	1000	22 50	
"			92	"	1000	22 50	
"			93	"	1000	22 50	
"			94	"	1000	22 50	
"			95	"	1000	22 50	
"			96	"	1150	22 50	
Frederick W. Hurling			31	62 ^{1/2}	1325	24 00	
"			32	"	1150	24 00	
B. W. Thomas			33	"	1150	24 00	
Luther Stone			34	"	1150	24 00	Paid
Mary Martin			35	"	1150	24 00	
J. Maunahan			36	"	1150	24 00	Paid
C. S. Schuber		1	37.38	"	1750	33 10	Paid
W. Hummel		2	"	"	1750	33 00	Paid
Chas. Appel		3	"	"	1750	33 00	
R. J. Hamid			35	62 62	1080	21 60	
"			36	"	1080	21 60	
"			37	"	1080	21 60	
"			38	"	1120	22 50	

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Name of Owner	Part of Lot of Land	Lot	Block	Valuation	Assessment
R. C. Haines		39	6 1/2	1130	22 50
"		40	"	1130	22 50
"		41	"	1120	22 50
"		42	"	1120	22 50
"		43	"	1120	22 50
"		44	"	1120	22 50
"		45	"	1120	22 50
"		46	"	1288	33 10
Thomas George		47	3	63	2330 49 60
"		8	"	"	2200 39 60
"		9	"	"	2200 39 60
Christian Thompson		10	"	"	2200 39 60
"		11	"	"	2200 39 60
"		12	"	"	2630 51 40
W. Maher		47	4	"	2630 51 40
J. B. Sturgis		8	"	"	2200 39 60
Unknown		9	"	"	2200 39 60
Henry Bann		10	"	"	2200 39 60
"		11	"	"	2200 39 60
"		12	"	"	2630 49 60
J. P. Clarkson agt		6	64	8000	118 00
E. Simons	6 1/2	7	"	3000	55 00
John Greys	14 1/2	"	"	3000	55 00
Reuben Taylor		7	8	"	1200 18 00
"		8	"	"	1200 18 00
"		9	"	"	1200 18 00

Name of Owner	Part of Lot of Land	S. Lot	Lot	Block	Valuation	Assessment
Reuben Taylor		10	3	64	1200	18 00
"		11	"	"	1200	18 00
"		12	"	"	1200	18 00
E. H. Cummings		6	9	"	1440	21 60
"		7	"	"	1440	21 60
"		8	"	"	1440	21 60
"		9	"	"	1440	21 60
Robert Dusk		10	"	"	1440	21 60
D. Worthington		10	"	"	6900	118 00
Smith's Subd. of part of N. E. 1/4 of N. E. 1/4 of Section 18. 39. 14						
M. Skinner Capt		1	1		2500	40 00
"		2	"		1000	6 00
"		3	"		900	11 00
"		4	"		900	3 00
"		5	"		900	1 00
"		6	"		1320	19 80
"		7	"		1320	19 80
"		8	"		1320	19 80
"		9	"		1320	19 80
"		10	"		1320	19 80
"		11	"		1200	18 00
"		1	2		1200	21 60
"		2	"		1200	21 60
"		3	"		1200	21 60
J. H. H. H.		4	"		1200	21 60
J. H. H. H.		5	"		1200	21 60

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Name of Owner		Part of Lot of Land	S. Lot	Lot	Block	Valuation	Assessment
E.	Schaffer			6	2	1200	21 60
M.	Skinner	apt 6		7	"	1200	21 60
"				1	3	950	19 80
"				3	"	880	19 80
"				5	"	880	19 80
"				4	"	880	19 80
"				5	"	880	19 80
"				6	"	880	19 80
"				1	4	920	20 40
"				2	"	960	21 60
"				3	"	960	21 60
Chas.	Robt			4	"	960	21 60
M.	Skinner	apt 3		5	"	1000	22 50
"				6	"	1000	22 50
"				7	"	1000	22 50
"				8	"	1150	32 50
"			Paid	1	20	1380	20 40
"			Paid	2	"	1380	20 40
"			Paid	3	"	1380	20 40
"			Paid	4	"	1380	20 40
"			Paid	5	"	1380	20 40
"			Paid	6	"	1380	20 40
"			Paid	7	"	1380	20 40
"			Paid	8	"	1380	20 40
"				1	22	920	20 40
"				2	"	920	20 40

Name of Owner	Part of Lot of Same	S. lot	Set	Book	Valuation	Circumstances
M. Skinner Agent			3	22	920	20 70
"			4	"	920	20 70
Ch. Dorothy			1	24	920	20 70
"			2	"	920	20 70
"			3	"	920	20 70
J. Butler			4	"	920	20 70
<u>Whelan's Second Addition to Chicago?</u>						
Unknown	N 1/2			1	8775	259 110 Paid
"			1	2	875	25 60 Paid
"			2	"	750	21 60 Paid
"			3	"	750	21 60 Paid
"			4	"	750	21 60 Paid
"			5	"	750	21 60 Paid
"			6	"	750	21 60 Paid
"			7	"	750	21 60 Paid
"			8	"	750	21 60 Paid
"			9	"	750	21 60 Paid
"			10	"	775	22 60 Paid
"			11	"	775	25 60 Paid
"			12	"	500	3 00 Paid
"			13	"	500	3 00 Paid
"			31 14	"	500	3 00 Paid
"			32	"	500	3 00 Paid
"	N 1/2		3		8775	259 00
"			1	4	875	25 60
"			2	"	750	21 60

Name of Owner	Part of Lot of Land	S. Lot	Lot	Block	Valuation	Assessment
Unknown			3	4	750	21 60
"			1	"	750	21 60
"			5	"	750	21 60
"			6	"	750	21 60
"			7	"	750	21 60
"			8	"	750	21 60
"			9	"	750	21 60
"			10	"	775	22 60
"			11	"	875	25 60
"			12	"	500	3 00
"			13	"	500	3 00
"			31	"	500	3 00
"			32	"	500	3 00

Rockwell's Addition to Chicago.

O. Quincy			1	9	7925	237 60
Bugs Thomas			2	"	4300	126 90
H. B. Ogden			3	"	1900	59 40
Charles Patman			4	"	5925	177 20
J. M. Hutchinson	E 1/2		5	"	1000	29 70
S. B. Haven	N 1/2		"	"	1000	29 70
Unknown			6	"	2000	59 40
G. J. Quack			7	"	2000	59 40
"			8	"	2000	59 40
J. O. Sherman			9	"	2000	59 40
J. J. Adams	N 3/4		10	"	3275	89 40
J. M. Nelson	E 1/4		"	"	7600	207 90

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Now therefore you are hereby commanded to levy make and collect of the goods and chattels of the respective owners of the Real Estate above described the several sums of money assessed thereon, for which such levy shall be liable as aforesaid and hereby make due return in what manner you shall see cause this writ, within twenty days from the date hereof.

Corporate
Seal

Wm. C. James, Mayor of the City
of Chicago and the Corporate Seal thereof the
first day of September 1859.

John C. James Mayor,

Attest. H. Kriesman, City Clerk

Samuel D. Harris, Comptroller,

Collectors Return.

State of Illinois

City of Chicago

City Collectors Office

185.

The undersigned Collector of the City of Chicago makes return to the Common Council of the within and foregoing warrant that he has collected the assessments on all the Real Estate assessed in said Warrant of property to which in the appropriate column the word "Paid" is written, that a demand of payment has been made of the several other Assessments not marked "Paid" in every case, of the persons mentioned in said Warrant as liable to the payment thereof, and that he has not been able to find any persons properly belonging to any of them subject to the payment thereof.

He therefore returns the said Warrant unsatisfied as to all the Assessments not marked "Paid" on the face of the said Warrant

City Collector,

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And afterwards to wit on the third day of February (being one of the days of the said January Special Term of said Court) at Eighteen hundred and sixty the following proceedings were had in said cause and entered of record in said Court to wit,

"City of Chicago" } Suit for assessment on Warrant No 422 of
 _____ } September 1st 1869 For Macadamizing and
 George Manierre et al } grading West Madison Street from Sangamon
 Street West to the City limits.

Names	Description	Block	Lot	Block	Valuation dollar	Assessment dollar cts	Tax for city lots dollar cts	City dollar cts	Totals dollar cts
George Manierre	European Addition to Chicago	112	4	7800	22	25	22	22	

Then now on the third day of February A. D. 1869 Comes the said City of Chicago by Geo. J. Crocker City Attorney and one Notice having been given of the time and place of making the intended application for Judgment against the lots pieces and parcels of Real Estate in said Warrant set forth and objections being filed by Geo. Manierre, Albert White, and others owners of property set forth in said Warrant and assessed as follows to wit lots 23, 24, 25, 26, 27, 28, 29, Block 1, lots 31 & 32 Block 2, lots 1 & 2 Block 3 all in Canal Trustees Dist. of N 1/2 & N 1/2 of N E 1/4 of Sec 17, 29, 11. Lots 3, 11, 5, 6, 10, 11, 28, 29, 63 & 64 Block One, Lot 3 Bk 2, except E 1/2 lot 4 lot 8 block 2, all in Dist. of Block 5 Danan's Addition & Bk 1 Canal Trustees Dist. of N 1/2 & N 1/2 N E 1/4 of Sec 17, 29, R 11, Lots 17, 18, 19, 20 Bk 59. Lots 61, 65, 66, 67 Block 58. Lots 72, 73, 74, 75, 76, 77, 78, Block 58. District 9 of lot 11 Block 113. District 11 of lot 3 Bk 113. District 11 of lot 3 & District 12 of lot 3 Bk 113. Lots 10, E 1/2 & N 1/2 4 Bk 113. Lot

78. 79 & 80. Block 60 - Lots 6 & 7 of 12 & 13 Block 57 & 59 - Lots 11 & 12
of S. Block 14 of Block 63. Lots 73. 74. 75. 76. Block 61. Lots 31
31 & 32 Block 62. Lot 32. Block 62, Lots 77. 78. Block 61. Lots
70. 71. 72. 73. Block 60. Lots 79. 80. 81. 82. 83. 84. 85. 86. 87
88. 89. 90. 91. 92. 93. 94. 95. 96. Block 61. also in Land
Trusts due of Dec 4 J. 39. R. 14. Lots 6. 7. 8. 9. 10 in E. H.
Bummings due of Lot 9. Block 64. Dec 4 J. 39. R. 14. due lots
7. 5 & 6 of lot 5 Block 2. Lots 6. 7. 8 Block 2. Lots 5. 6. 7 & 9 Block
3. also in Wrights Addition. E 1/2 of lot 14 & 17 \$ 18 Block 114. Lots
20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 15. 16. 17. 18
\$ 19 Block 48 & E 1/2 of lot 18 Block 50 due in Carpenters Addition
to Chicago - Lots 10 & 11 Block 1. Lots 1. 2. 3. 4. 5. 6 & 7 Block 2, also
in due of Block 5 Owners Order to Chicago. Lots 1. 2. 3. 4. 5
6. 7. 8 & 9 Block 1. Lots 1. 2. 3 & 4 Block 22. Lots 1. 2. 3 & 4
Block 34 also in J. J. Smiths due of N E 1/4 N E 1/4 Sec 18. 39. 14
Lots 10. 11. 12 & 13. Block 4, also in Union Park Add - Block 11 in
Arklands 20 Acres to Chicago. Lots 1. 7. 8 & 9 in Rockwood
Addition - Part of E 1/2 N. E. 1/4 Sec 18. 29. 14. beginning 5 chs W
of N E corner, thence S. 10 chs, N 5 chs N 10 chs. E 5 chs to
beginning 5 acres - E 30 acres of N 1/2 of E 1/2 of N E 1/4 Sec 18
J. 39. R. 14. - Tract of land bounded as follows E by Union
Park Add: N + W by S. N. Pearl Road & S. by Madison St.
& lying in N 1/2 of S. N 1/4 of Sec 8. J. 39. R. 14. S 1/2 of tract of
Land bounded as follows E by S. N. Pearl Road. N by Warren
Street, N by Ruben St. S. by Madison St & lying in N 1/2 of S. N 1/4
of Sec 8 J. 39. R. 14, Lots 10. & 11 Block 1. Lots 1. 2. 3 & 4 Block 2.
Lots 1. 2. 3. 4. 5 & 6 Block 3. Lots 1. 2. 3. 4. 5. 6. 7 & 8 Block 11.

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also in S. V. Smiths Sub of N. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of Sec 18. 39. 114
 By Isaac Mayo owner of Lots 19 & 20 in Block 2. owned by
 Trustees Sub of N. $\frac{1}{2}$ of N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ Sec 14. 39. 114, Lot 5
 Block 3. in Sub of N. $\frac{1}{2}$ & N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ of Sec 14. 39. 114
 of H. H. Hamlin, by Marion McNeil for lots 5, 6, 7 & 8 in
 Block 5 of Wrights Add. to Chicago, — to rendition of judgment
 on said Warrant against the Lots pieces and parcels of Land in
 said objections set forth and as heretofore described and now
 being here on said objections, and due deliberation being thereon
 had and the issues being fully understood it appears to the Court
 that said objections are sufficient and valid the objections are
 therefore hereby sustained and judgment on said Warrant refused
 against the Lots pieces and parcels of Land set forth in said
 objections and as heretofore described at cost of said City and no
 owner was appearing to make defense or show cause why judgment
 should not be entered against the remaining Lots pieces & parcels
 of Land in said Warrant to which objections are not filed, and on
 Motion of said Attorney

It is therefore considered by the Court that judgment be and is
 hereby entered against the remaining Lots pieces and parcels of
 Land described in the aforesaid Warrant (excepting the Lots, pieces and
 parcels of Land heretofore described to which objections are filed and
 sustained & Judgment therein refused) in favor of the City of Chicago
 for the sum assessed to each Lot piece and parcels of Land being
 the amount of assessment and also for costs if paid generally thereon
 and that said City of Chicago have and receive the further sum of
 ten per Cent upon amount of assessment respectively due and unpaid
 upon each of the remaining Lots pieces and parcels of Land

therein set forth as due for her additional costs.

And it is further ordered by the Court that said General, remaining her pieces and parcels of Land or so much thereof as shall be deemed sufficient of each of them to satisfy the amount of Assessment and costs assessed to them severally be sold as the law directs.

And thereafter to wit on the _____ day of March A.D. Eighteen hundred and Ninety came the said Plaintiff and filed in the Office of the Clerk of said Court, its Bill of Exceptions in said cause: Which said Bill of Exceptions is in words and figures following, to wit.

" City of Chicago }

(vs)

Suit for Assessment.

John Doe et al }

Warrant No. 4423 West

Be it remembered that this cause came on to be heard before Judges, John M. Wilson, New H. Higgins and Grant Goodrich of the Superior Court of Chicago, where the defendants filed the following objections.

" City of Chicago }

(vs)

John Doe et al }

Suit for assessment on Special Warrant 4423

West, dated Sept 1st 1889 for Macadamizing and grading West Madison Street from Sangamon Street West to the City limits.

The following named parties owners respectively of the premises set opposite to their names to wit.

| | Part of City | Street | Lot | Block | Owners & Agents. |
|--------|----------------------------------|--------|-----|-------|------------------|
| Corner | Trusted Sub Div: Sec 14, 39, 14. | | 23 | 1 | P. S. Bustle ✓ |
| " | " " " " " " | | 24 | 1 | " " |
| " | " " " " " " | | 25 | 1 | " " |
| " | " " " " " " | | 26 | 1 | D. Mc Intosh ✓ |
| " | " " " " " " | | 27 | 1 | " " |

| Port of Call | | | | | Sub
lot | Lot | Block | Owner & Agent |
|--------------|---------|---------|-----|------------|-----------------------|-----|-------|---------------------|
| Canoe | Trustee | Sub Div | Dec | 14. 39. 14 | 5 | 21 | 1 | D. Spedman |
| " | " | " | " | " " " | | 22 | 1 | " " |
| " | " | " | " | " " " | | 21 | 2 | B. Bernauer |
| " | " | " | " | " " " | | 23 | 2 | " " |
| " | " | " | " | " " " | | 1 | 3 | Estate of J. Miller |
| " | " | " | " | 4. 39. 14 | 121 | 59 | | H. H. Bigelow |
| " | " | " | " | " " " | | 18 | " | " " |
| " | " | " | " | " " " | | 19 | " | " " |
| " | " | " | " | " " " | | 20 | " | " " |
| " | " | " | " | " " " | | 64 | 55 | J. P. Hansen |
| " | " | " | " | " " " | | 65 | " | " " " |
| " | " | " | " | " " " | | 66 | " | " " " |
| " | " | " | " | " " " | | 67 | " | " " " |
| " | " | " | " | " " " | 9 | 4 | 63 | C. F. Hansen |
| " | " | " | " | " " " | 10 | 3 | " | " " |
| " | " | " | " | " " " | 11 | 3 | " | " " |
| " | " | " | " | " " " | 12 | 3 | " | " " |
| " | " | " | " | " " " | 10 | 64 | | D. Worthington |
| " | " | " | " | " " " | 11/2 | 4 | 64 | J. Spedman |
| " | " | " | " | " " " | 6 1/2 | 4 | 64 | E. Spedman |
| " | " | " | " | " " " | 78 | 60 | | A. J. Black |
| " | " | " | " | " " " | 49 | " | | " " " |
| " | " | " | " | " " " | 80 | " | | " " " |
| " | " | " | " | " " " | | 54 | | C. Hollander |
| " | " | " | " | " " " | 26 67 74 12 13 | 59 | | C. Quakertown |
| " | " | " | " | " " " | 11 12 4 6 6 6 6 6 6 6 | 63 | | A. B. Hamilton |

| Part of lot, | | Sub
Lot | Lot | Block | Owner & Agent |
|-------------------------------------|---------------------|---------------|-----|----------|-------------------|
| Wrights | Addition to Chicago | 4 | 5 | 2 | E. A. Brown ✓ |
| Backpackers | " " " | 6 1/2 | 14 | 49 | Mrs. Stanswick ✓ |
| " | " " " | | 18 | 49 | Thos. James ✓ |
| Wrights | " " " | 5 | 5 | 2 | Wm. A. Balaban ✓ |
| " | " " " | 6 | 5 | 2 | " " " |
| " | " " " | 5, 6, 7, 8, 9 | | 3 | J. Wright ✓ |
| Canas Trusts Sub Div. No. 4, 39, 14 | | 6 | 9 | 64 | E. H. Cummings ✓ |
| | | 7 | " | " | " " " |
| | | 8 | " | " | " " " |
| | | 9 | " | " | " " " |
| | | 10 | " | " | " " " |
| | | | 31 | 4 1/2 62 | D. W. Burdett ✓ |
| | | | 32 | " | " " " |
| Cartwrights | Addition to Chicago | | 20 | 43 | H. B. Norton ✓ |
| " | " " " | | 31 | " | " " " |
| " | " " " | | 22 | " | " " " |
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| " | " " " | | 32 | " | " " " |
| " | " " " | | 14 | 49 | Thomas James ✓ |
| " | " " " | | 15 | " | " " " |
| Sub. Div. of Block 5 Duncan Add. | | | 10 | 1 | F. A. Armstrong ✓ |
| " " " " " " | | | 11 | 1 | " " " |
| " " " " " " | | | 1 | 2 | Philip Carter ✓ |
| " " " " " " | | | 2 | " | " " " |
| " " " " " " | | | 3 | " | " " " |
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| | Part of body | Sub
Est | Vol | Block | Quarry & Agents |
|--------------|-------------------------------------|------------|-----|-------|-----------------|
| Sus. | Div: of Block 5 Duncan Area | | 5 | 2 | Philip Leroy |
| " | " " " " " " | | 6 | " | " " |
| " | " " " " " " | | 7 | " | " " |
| S. I. | Smiths Sub Div: N. 6 1/4 | | 1 | 1 | W. Dorothy. ✓ |
| | 71 to 74 Sec 18. 39. 14 | | 2 | " | " " |
| | " " " " " " | | 3 | " | " " |
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| Carpenters | Addition to Chicago E 40 feet | | 18 | 30 | G. G. Thrope ✓ |
| Wright | " " " " " " | | 6 | 2 | " " |
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| " | " " " " " " | | 8 | " | " " |
| Canas Trusts | Sub Div: 4 1/2 1/2 A. E. 14. 39. 14 | | | | |
| Sus Div: | of Block 5. Duncan Area: 1 Block 1 | | 3 | 1 | E. N. Rogers ✓ |
| " | " " " " " " | | 4 | " | " " |
| " | " " " " " " | | 5 | " | " " |

| Part of City | | | | | Sub
Set | St. | Block | Owners & Agents. |
|--------------|----|---------|----------|-----|------------|-----|-------|------------------|
| Sub Div: | of | Block 5 | Concours | Adm | Block 1. | 6 | 1 | E. H. Rogers. ✓ |
| " | " | " | " | " | " | 10 | " | " |
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Carpeters Haden to Chicago

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|-----------|------|----|---------|-----|-----|----------------|
| Carpeters | Hadn | to | Chicago | 18 | 118 | H. B. Norton ✓ |
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| " | " | " | " | 98 | " | " |
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| " | " | " | " | 100 | " | " |

Land in the City of Chicago - part of
 lots of A. H. 42 beginning & chand
 of N. E. a 11th & S. 10 chs N. 5
 chs. N 10 chs. to 30 chs. to beginning
 of 1st. Sec 18. Town 39 Range 14.

A. H. 42

| Part of lot | S | Sec | Lot | Block | Corners & Owners |
|--|---|-----|--------|-------|--------------------|
| to 30 acres of $\frac{1}{4}$ of $\frac{1}{2}$ of | | | | | |
| N. $\frac{1}{4}$ Section 18, Town 39 | | | | | |
| Range 14 | | | | | Richd. H. Hamilton |
| Land Trustee Jas. W. 4. 39. 111 | | | 70 | 60 | H. A. Atkins ✓ |
| " " " " " " 4 | | | 71 | " | " " |
| " " " " " " 4 | | | 72 | " | " " |
| " " " " " " 4 | | | 73 | " | " " |
| Union Park Addition to Chicago | | | 10 | 11 | H. H. Harlow ✓ |
| " " " " " " " | | | 11 | " | " " |
| " " " " " " " | | | 12 | " | " " |
| " " " " " " " | | | 13 | " | " " |
| Ashland School Addition to Chicago | | | | 14 | " " |
| Subdivision of $\frac{1}{4}$ $\frac{1}{2}$ & $\frac{1}{4}$ N. E. | | | | | |
| 1/4 Sec 14. 39. 111 | | | 55 1/4 | 5 | 3 H. H. Harlow ✓ |

seriously object to the rendition of Judgment against said owners or any part thereof and for such objection assign the following reasons

1st That the work contracted to be done & for the payment for which the said assessment is made, was not done according to contract; & if the same has been accepted by the City Superintendent such acceptance was fraudulent.

2nd That said property is appraised by the Commissioners appointed by the Common Council very much beyond its value and was so appraised knowingly by said Commissioners

37

3rd

That said Commissioners were not authorized to appraise said premises but should have taken as conclusive of their value the appraisement thereof made by the City Clerk for that division of the City in which said premises are situated.

4th

That the amount assessed upon said premises exceeds three per cent per annum on the property assessed.

5th

That the Commissioners appointed to make said Assessment did not give the notice of the time and place of meeting before making the same as required by the City Charter.

6th

That the City Clerk did not publish Notice of the return of said Assessment Roll & give notice of the time and place of objecting thereto as required by the City Charter.

7th

That the Collector did not give Notice that said Warren has been placed in his hands for election as required by the City Charter.

8th

That said Assessment is otherwise inequitable, unjust, irregular and contrary to Law.

9th

That the Assessors by whom said Assessment was made are not freeholders as required by Law.

10th

That the work on Madison Street West of Riley St. has not

been accepted by said Superintendent.

11th That the Commissioners by whom said Agreement was made were appointed by the Common Council, and not by the Mayor by and with the advice and consent of the Common Council, as required by the Sixth Section of the Act approved February 16th 1867.

12th Because said F. A. Bragg one of said Commissioners who made said Agreement is not a freeholder as it is required by Law such Commissioner should be.

Respectfully,
Berthold, Merrick & Corwin

Attys for Defts."

'The Superior Court of Chicago—

"The City of Chicago Application for Judgment for
Assessment under Warrant 4425 for
Macadamizing and grading West
Madison Street from Sangamon Street
West to the City limits.

George Manierre owner of Lots 1 & 2 of Block 4 in a
Duncanson Addition to Chicago and of Lot 14 of Block 33 in
Carpenters Addition to Chicago, comes and objects to Judgment
being rendered against said Lots for the following among other
reasons.

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1. That the work contracted to be done and for the payment for which the said Assessment is made was not done according to contract; and if the same has been accepted by the City Superintendent such acceptance was fraudulent.
2. That said property is appraised by the Commissioners appointed by the Common Council very much beyond its value and was so appraised knowingly by said Commissioners.
3. That said Commissioners were not authorized to appraise said premises, but should have taken as conclusive of their value the appraisement thereof, made by the City Assessor for that division of the City in which said premises are situated.
4. That the amount assessed upon said premises exceeds Three per Cent per Annum upon the property assessed.
5. That the Commissioners appointed to make said Assessment did not give the Notice of the time and place of making before making the same, as required by the City Charter.
6. That the City Clerk did not publish Notice of the return of said Assessment Roll and give Notice of the time and place of objecting thereto as required by the City Charter.

- 8 That said Assessment is otherwise inequitable, unjust and contrary to Law
- 9 That W. A. Bragg and other Commissioners by whom said Assessment was made are not freeholders as required by Law
- 10 That the work on Madison Street, West of Poling Street has not been accepted by said Superintendent
- 11 That the Commissioners by whom said Assessment was made were appointed by the Common Council, and not by the Mayor, but also with the advice and consent of the Common Council as required by the sixth section of the Act approved February 16th 1854.

Thompson & Bishop

Attys for Defndts.

41

"City of Chicago"

(w)

Alexander White - Clark & Co
 in lots 70, 71, 72, 73 in Block
 60 and lots 73 to 96 in Block 61
 Canal Trusts Sub of Sec 4, Town
 39, R. 14 E.

Suit for Judgment, for assessment on Warrant Number
 1125 for grading and Macadamizing West Madison Street to
 the City limits the Defendants by their Attorney L. A.
 Doolittle, objects to judgment being rendered against said real
 Estate, to wit:

Lots 70, 71, 72 & 73 in Block 60
 also Lots from 73 to 96 in Block 61
 Canal Trusts Subdivision of Section 4, Town 39
 Range 14 E.

for the following reasons.

That the appraisal of said property was fraudulently
 and unjustly made too high for the purpose of evading the
 law allowing only three per cent for amount on the real
 value of said property to be taxed for such improvements as
 said Warrant calls for.

Because said Warrant is informal and irregular in form
 Because said Warrant is otherwise illegal.

L. A. Doolittle

Atty for Defs."

42
That the improvement for which said Assessment was levied was made for the benefit of the Horse Railroad and not for the benefit of the Charabians.

That said Assessors never did meet for the purpose of making said Assessment."

"In the Superior Court of Chicago,
City of Chicago
_____ (vs) _____ } Sent for Judgment on Special Warrant No 425
John Doe et al } West for grading & macadamizing West Madison
Street from Sangamon Street to the City limits

The following named parties claiming the lots or parcels of Land set opposite to their names to be affected by the proceedings in the above entitled cause move to enter their appearance as Defendants therein, and severally object to the rendition of a judgment against said premises for the reasons already filed herein.

S. F. Smith's subdivision of part
of N. E. 1/4 of N. E. 1/4 of Sec 15 T 39. R 14,

| Owners & Agents | Lot | Block |
|--------------------|-----|-------|
| M. Skinner - Agent | 1 | 1 |
| | 2 | " |
| | 3 | " |
| | 4 | " |

43

| Owners and Agents | Lot | Block |
|--------------------|-----|-------|
| M. Skinner - Agent | 5 | 1 |
| | 6 | " |
| | 7 | " |
| | 8 | " |
| | 9 | " |
| | 10 | " |
| | 11 | " |
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| | 1 | 22 |
| | 2 | " |

| | | |
|-------------------|--|--------------------------------|
| Guns & Agents | Lot | Block |
| M. Skinner Agent. | 3 | 22 |
| | 11 | |
| Reuben Taylor | Lot 68 in Block 60 | See 4 of 29 No 111. |
| | Lot 4.8 & 9 in Block 3. | |
| | Lot 25. 26. 27. 28. 29. 30. 31. 32. 33. 34 | |
| | 18. 19. 22 & 23 in Block 47 | Carpenters |
| | Addition to Chicago. | |
| E. Holton | Lot 16 & Lots 17 18. 11 & 12 in | |
| | Block 50 | Carpenters Addition to Chicago |
| B. Dorley | 20 | 1 Duncans Addition |
| R. A. Russell. | Lots 28 & 29 | 1. " " " |

And the said Defendants in order to maintain their said cause introduced and offered in evidence the original Assessment Roll - the Order of the Common Council directing the improvement - the Order appointing Commissioners the advertisement of Commissioners of time and place of meeting and the advertisement of loty block that assessment was made

Which was objected to - but the objection was overruled and Assessment Roll admitted and Exception taken.

Assessment Roll.
 for
Macadamising Madison St
From Sangamon Street to City Limits

In Common Council May 12th 1859

Alderman Burt offered the following

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

Your Committee, on Streets, and Alleys &c. to whom was referred the matter of Macadamising West Madison St from Sangamon Street to the City Limits having had the same under advisement beg leave further to report for passage the following Orders:

Ordered. That West Madison Street be graded and Macadamised from Sangamon Street west to the City Limits, in accordance with City Superintendent's estimates herewith submitted.

Ordered. That the sum of Twenty two thousand two Hundred Dollars \$22,200 be assessed upon the real estate in the West Division of the City of Chicago deemed benefitted by the said grading and Macadamising, And that the Common Council do now elect by Ballot Three reputable, and disinterested freeholders of the City of Chicago to make said

46.
assessment.

respectfully submitted,

S. B. Taft.

of Com. on Streets and Alleys, W. D.

Chicago May 12th 1859

The Orders were passed and the Council proceeded to the election of Commissioners thereunder on the first Ballot Geo M. Gray, F. A. Bragg and Albert Rees received 17 votes and were declared elected.

Attest.

H. Weissmann. City Clerk.

In Common Council July 14th 1859

Ordered. That the Commissioners elected on the 12th day of May 1859 to assess the sum of Twenty two thousand two hundred Dollars upon the Property in the West Division of the City of Chicago, deemed benefited by grading and macadamising West Madison Street from Sangamon street West to the City limits be and they are hereby discharged from further services in the premises Ordered.

That the Common Council do now elect by ballot three reputable, discreet and disinterested freeholders of the City of Chicago to -

47
make said assessment.

The Orders were passed, and the Council -
proceeded to the election of Commissioners thereunder

On the first Ballot G. M. Gray, S. A. Bragg,
and Albert Reep, received each 13 votes and were
declared elected.

Attest

H. Preismann

City Clerk.

Vault of Commissioners -

State of Illinois }

City of Chicago }

We the Undersigned, -
Commissioners appointed by the Common Council
of the City of Chicago to assess the sum of Twenty
two thousand two hundred Dollars upon the real
estate by us deemed benefitted by Macadamizing
West Madison Street in accordance with the -
foregoing orders in proportion to the benefits re-
sulting thereto as nearly as may be, do solemnly
swear that we will faithfully and impartially
execute our duty, according to the best of our ability
Sworn to and subscribed before me } Geo M. Gray, Sup^t of Special Assessments
the 15th day of July 1859 } S. A. Bragg, } Commissioners
H. Preismann City Clerk } Albert Reep }

46
In Common Council August 29 1859

Ald. Taft, on Committee of Local Assessments to whom was referred Assessment Roll for macadamizing Madison Street from Sangamon Street west to the City limits, with objections, reported in favor of confirming the Roll.

Report concurred in, and Assessment Roll confirmed by entry of the usual order of confirmation.
Attest.

H. Weismann. City Clerk.

Assessment Roll.

A. Description of the real Estate in the West Division of the City of Chicago, deemed benefitted by macadamizing Madison Street from the Centre of Sangamon Street west to the city limits with the valuation thereof, and the sums of money generally assessed thereon for benefits, by the Commissioners to wit.

Duncans Addition to Chicago.

| Name of Owner | Part of Lot or Land | Sub Lot | Lot | Block | Valuation | | Assessment | |
|---------------|---------------------|---------|-----|-------|-----------|---------|------------|-----|
| | | | | | Dollars | Dollars | cents | |
| George Mamme | | | | 182 | 4 | 7500 | 222 | 25- |

49

| Name of owner | Part of Lot or Land | Sub Lot | Lot | Block | Valuation Assessment | | |
|----------------|---------------------|---------|-----|-------|----------------------|---------|-------|
| | | | | | Dollars | Dollars | Cents |
| D. phase | | | 3 | H | 3000 | 7 | 00 |
| M. G. Ewing | | | 4 | " | 3000 | 4 | 00 |
| Leid & Millard | | | 13 | " | 3000 | 4 | 00 |
| Thos. Brown | | | 14 | " | 3000 | 7 | 00 |
| " | " | | 15 | " | 3000 | 11 | 00 |
| M. G. Ewing. | | | 16 | " | 4500 | 211 | 25 |

Carpenters Addition to Chicago.

| | | | | | | | |
|----------------|--|--|----|----|------|----|----|
| S. Blatchford | | | 5 | 46 | 3000 | 5 | 00 |
| " | | | 6 | " | 3000 | 9 | 00 |
| " | | | 7 | " | 4000 | 94 | 50 |
| " | | | 8 | " | 2400 | 67 | 60 |
| W & A Nicholls | | | 17 | 47 | 1200 | 2 | 50 |
| Unknown | | | 18 | " | 1200 | 2 | 50 |
| " | | | 19 | " | 1200 | 3 | 50 |
| W & A Nicholls | | | 20 | " | 1200 | 3 | 50 |
| Ellen Carter | | | 21 | " | 1200 | 4 | 50 |
| Unknown | | | 22 | " | 1200 | 4 | 50 |
| " | | | 23 | " | 1200 | 5 | 50 |
| Ellen Carter | | | 24 | " | 1200 | 5 | 50 |
| Unknown | | | 25 | " | 1800 | 53 | 94 |
| " | | | 26 | " | 1500 | 42 | 25 |
| " | | | 27 | " | 1500 | 42 | 25 |
| " | | | 28 | " | 1500 | 42 | 25 |
| " | | | 29 | " | 1500 | 42 | 25 |
| " | | | 30 | " | 1500 | 42 | 25 |
| " | | | 31 | " | 1500 | 42 | 25 |
| " | | | 32 | " | 1500 | 42 | 25 |

| Name of Owner. | Part of Lot or Land | Sub Lot. | Lot | Block | Valuation Assessed | | |
|--|---------------------|----------|-----|-------|--------------------|---------|------|
| | | | | | Dollars | Dollars | cent |
| Phil's Carpenter. | | | 33 | 47 | 15 60 | 42 | 25 |
| " | | | 34 | " | 15 50 | 52 | 25 |
| H. B. Norton | | | 15 | 48 | 12 00 | 2 | 50 |
| " | | | 16 | " | 12 00 | 3 | 50 |
| " | | | 17 | " | 12 00 | 4 | 50 |
| " | | | 18 | " | 12 00 | 5 | 50 |
| " | | | 19 | " | 18 00 | 53 | 94 |
| " | | | 20 | " | 15 60 | 42 | 25 |
| " | | | 21 | " | 15 60 | 42 | 25 |
| " | | | 22 | " | 15 60 | 42 | 25 |
| " | | | 23 | " | 15 60 | 42 | 25 |
| " | | | 24 | " | 15 60 | 42 | 25 |
| " | | | 25 | " | 15 60 | 42 | 25 |
| " | | | 26 | " | 15 60 | 42 | 25 |
| " | | | 27 | " | 15 60 | 42 | 25 |
| " | | | 28 | " | 18 00 | 53 | 94 |
| " | | | 29 | " | 15 60 | 5 | 50 |
| " | | | 30 | " | 15 60 | 4 | 50 |
| " | | | 31 | " | 15 60 | 3 | 50 |
| " | | | 32 | " | 15 60 | 2 | 50 |
| A. Mylie | | | 10 | 49 | 35 00 | 5 | 00 |
| H. G. Miller | | | 11 | " | 35 00 | 5 | 00 |
| John ^{Perj} Thompson ^{Wicks} | | | 12 | " | 35 00 | 9 | 00 |
| John Thompson | | | 13 | " | 35 00 | 9 | 00 |
| P. Standing | E 1/2 | | 14 | " | 15 60 | 42 | 25 |

| 51
Name of Owner | | Port of Lot or Land | Sub Lot | Lot | Block | Valuation
(Dollars) | Assessment
Dollars | Cents |
|---------------------|----------|---------------------|---------|-----|-------|------------------------|-----------------------|-------|
| J. L. | Ratten | W 1/2 | | 14 | 49 | 1750 | 52 | 25 |
| J. | Standing | | | 15 | " | 3120 | 84 | 50 |
| W. | Rapier | | | 16 | " | 3120 | 84 | 50 |
| John | Volke | | | 17 | " | 3120 | 84 | 50 |
| " | " | | | 18 | " | 3600 | 94 | 50 |
| M. A. | Neef | | | 10 | 50 | 3500 | 5 | 00 |
| E. | Holton | | | 11 | " | 3500 | 5 | 00 |
| " | " | | | 12 | " | 3500 | 9 | 00 |
| M. A. | Neef | | | 13 | " | 3500 | 9 | 00 |
| A. | Wilson | | | 14 | " | 3600 | 94 | 50 |
| Allen & | Wilson | | | 15 | " | 3500 | 84 | 50 |
| " | " | W 1/2 | | 16 | " | 1750 | 42 | 25 |
| E. | Holton | E 1/2 | | " | " | 1750 | 42 | 25 |
| " | " | | | 17 | " | 3500 | 84 | 50 |
| " | " | | | 18 | " | 3600 | 94 | 50 |
| A. G. | Phewp | | | 10 | 51 | 3500 | 5 | 00 |
| " | " | | | 11 | " | 3500 | 5 | 00 |
| " | " | | | 12 | " | 3500 | 9 | 00 |
| Mr. | Lodner | | | 13 | " | 3500 | 9 | 00 |
| " | " | | | 14 | " | 3600 | 94 | 50 |
| " | " | E 1/2 | | 15 | " | 1750 | 42 | 25 |
| E. H. | Garrison | W 1/2 | | " | " | 1750 | 42 | 25 |
| Robt. | Sheppard | | | 16 | " | 3500 | 84 | 50 |
| " | " | | | 17 | " | 3500 | 84 | 50 |
| " | " | W 7 ft | | 18 | " | 490 | 11 | 83 |
| G. G. | Goster | E & W 7 ft | | " | " | 3110 | 82 | 67 |

Knights' Addition to Chicago

| <u>Name</u> | <u>of Owner</u> | <u>Part of Lot or Land Subst</u> | <u>Lot</u> | <u>Block</u> | <u>Valuation</u> | | | <u>Assessment</u> | |
|-------------|-----------------|----------------------------------|------------|--------------|------------------|---------|-------|-------------------|------|
| | | | | | Dollars | Dollars | Cents | | |
| A. F. | Vedder | | 1 | 5 | 2 | 1200 | | 2 | 50 |
| " | " | | 2 | " | " | 1200 | | 3 | 50 |
| | Unincorporated | | 3 | " | " | 1200 | | 4 | 50 |
| | " | | 4 | " | " | 1200 | | 5 | 50 |
| | " | | 5 | " | " | 1800 | | 5 | 2 25 |
| | " | | 6 | " | " | 1600 | | 4 | 2 25 |
| E. R. | Brown | | 7 | " | " | 1600 | | 4 | 2 25 |
| " | " | | 8 | " | " | 1600 | | 4 | 2 25 |
| A. J. | Throop | | 6 | " | | 6000 | | 16 | 9 00 |
| " | " | | 7 | " | | 6000 | | 16 | 9 00 |
| " | " | | 8 | " | | 6000 | | 16 | 9 00 |
| L. | Wright | | 5 | 3 | | 7000 | | 20 | 5 00 |
| " | " | | 6 | " | | 6000 | | 16 | 9 00 |
| " | " | | 7 | " | | 6000 | | 16 | 9 00 |
| " | " | | 9 | " | | 9000 | | 26 | 3 63 |
| Malcom | M. C. Neib | | 5 | 8 | | 6500 | | 18 | 9 00 |
| " | " | | 6 | " | | 6000 | | 16 | 9 00 |
| " | " | | 7 | " | | 6000 | | 16 | 9 00 |
| " | " | | 8 | " | | 6500 | | 18 | 9 00 |

Canal Trustees Subdivision of $W\frac{1}{2}$ & $W\frac{1}{2}$ of $NE\frac{1}{4}$ of Section 17-39-14.

Subdivision of Block 5 Duncan's Addition &c

| | | | | | | |
|-------|--------|---|---|------|----|----|
| John | Spry | 1 | 1 | 2000 | 50 | 50 |
| " | " | 2 | " | 1500 | 40 | 50 |
| E. B. | Rogers | 3 | " | 1500 | 40 | 50 |

| Name | of Owner | Part of Lot and Land | Sub Lot | Lot | Block | Valuation Assessment | | |
|--------|-----------------------|----------------------|---------|-----|-------|----------------------|---------|-------|
| | | | | | | Dollars | Dollars | Cents |
| E. R. | Rogers | | | 4 | 8 | 15-00 | 40 | 56 |
| " | " | | | 5 | " | 15-00 | 40 | 56 |
| " | " | | | 6 | " | 15-00 | 40 | 56 |
| H. M. | Daids | | | 7 | " | 15-00 | 40 | 56 |
| " | " | | | 8 | " | 15-00 | 40 | 56 |
| " | " | | | 9 | " | 15-00 | 40 | 56 |
| E. R. | Rogers | | | 10 | " | 15-00 | 40 | 56 |
| " | " | | | 11 | " | 15-00 | 40 | 56 |
| O. H. | Salisbury | | | 12 | " | 15-00 | 40 | 56 |
| " | " | | | 13 | " | 15-00 | 40 | 56 |
| " | " | | | 14 | " | 15-00 | 40 | 56 |
| Samuel | Spry | | | 15 | " | 15-00 | 40 | 56 |
| E. | Pierce | | | 16 | " | 15-50 | 42 | 27 |
| " | " | | | 17 | " | 15-50 | 42 | 27 |
| S. | Roebley | | | 18 | " | 15-50 | 42 | 27 |
| S. | Seckner | | | 19 | 1 | 15-50 | 42 | 27 |
| Chas. | Donnelly | | | 20 | " | 15-50 | 42 | 27 |
| Daniel | Goodman | | | 21 | " | 15-50 | 42 | 27 |
| " | " | | | 22 | " | 15-50 | 42 | 27 |
| G. H. | Walker | | | 23 | " | 15-50 | 42 | 27 |
| " | " | | | 24 | " | 15-50 | 42 | 27 |
| " | " | | | 25 | " | 15-50 | 42 | 27 |
| D. | M ^c Entosh | | | 26 | " | 15-50 | 42 | 27 |
| " | " | | | 27 | " | 20-00 | 52 | 27 |
| E. R. | Rogers | | | 28 | " | 10-00 | 6 | 75 |
| " | " | | | 29 | " | 10-00 | 5 | 75 |

| name | of owner | Part of Lot or Land | Sub Lot | Lot | Block Valuation | | Assessment |
|-----------------|----------|---------------------|---------|-----|-----------------|---------------|------------|
| | | | | | Dollars | Dollars Cents | |
| E. W. | Rogers | | | 63 | 1 | 1000 | 5 75 |
| " | " | | | 64 | " | 1000 | 6 75 |
| " | " | | | 1 | 2 | 2000 | 50 56 |
| Philip | Gordy. | | | 2 | " | 1500 | 40 56 |
| " | " | | | 3 | " | 1500 | 40 56 |
| " | " | | | 4 | " | 1500 | 40 56 |
| " | " | | | 5 | " | 1500 | 40 56 |
| " | " | | | 6 | " | 1500 | 40 56 |
| " | " | | | 7 | " | 1500 | 40 56 |
| Chas. | Hodgson | | | 8 | " | 1500 | 40 56 |
| R. | Reed | | | 9 | " | 1500 | 40 56 |
| " | " | | | 10 | " | 1500 | 40 56 |
| | Unknown | | | 11 | " | 1500 | 40 56 |
| | " | | | 12 | " | 1500 | 40 56 |
| E. S. | Hubbard | | | 13 | " | 1500 | 40 56 |
| | Unknown | | | 14 | " | 1500 | 40 56 |
| Bromley & Stone | | | | 15 | " | 1500 | 40 56 |
| " | " | | | 16 | " | 1500 | 40 56 |
| " | " | | | 17 | " | 1500 | 40 56 |
| " | " | | | 18 | " | 1500 | 40 56 |
| | Unknown | | | 19 | " | 1500 | 40 56 |
| | " | | | 20 | " | 1500 | 40 56 |
| | " | | | 21 | " | 1500 | 40 56 |
| | " | | | 22 | " | 1500 | 40 56 |
| | " | | | 23 | " | 1500 | 40 56 |
| | " | | | 24 | " | 1450 | 38 05 |

| Name of Owner | Part of Lot or Land | Sub Lot | Lot | Block | Valuation | | | Assessment | |
|-------------------|---------------------|---------|-----|-------|-----------|---------|-------|------------|--|
| | | | | | Dollars | Dollars | Cents | | |
| Unknown | | | 25 | 2 | 1800 | 48 | 03 | | |
| " | | | 26 | " | 1000 | 6 | 75 | | |
| " | | | 27 | " | 1000 | 5 | 75 | | |
| Baptist Parsonage | | | 33 | " | 1000 | 5 | 75 | | |
| " | | | 34 | " | 1000 | 6 | 75 | | |
| Est of S. Mullen | | | 1 | 3 | 12000 | 327 | 68 | | |
| H. V. Turner | | | 2 | " | 5400 | 152 | 10 | | |
| H. Wells | | | 3 | " | 4920 | 139 | 42 | | |
| G. W. Chandler | | | 4 | " | 1650 | 46 | 48 | | |
| Hamblin | | | 5 | " | 3300 | 92 | 90 | | |
| Widow Mullen | | | 6 | " | 10000 | 285 | 33 | | |
| Goss & Brothers | | | 4 | | 35000 | 1043 | 86 | | |
| Unknown | | | 9 | 5 | 1000 | 1 | 00 | | |
| " | | | 10 | " | 1000 | 1 | 50 | | |
| " | | | 11 | " | 1000 | 2 | 00 | | |
| " | | | 12 | " | 1000 | 2 | 50 | | |
| " | | | 13 | " | 1000 | 3 | 00 | | |
| " | | | 14 | " | 1000 | 4 | 00 | | |
| " | | | 15 | 16 | 7300 | 216 | 40 | | |
| " | | | 17 | " | 1500 | 42 | 25 | | |
| " | | | 18 | " | 1500 | 42 | 25 | | |
| " | | | 19 | " | 1500 | 42 | 25 | | |
| " | | | 20 | " | 1500 | 42 | 25 | | |
| " | | | 21 | " | 1500 | 42 | 25 | | |
| " | | | 22 | " | 1500 | 42 | 25 | | |
| " | | | 23 | " | 1500 | 42 | 25 | | |
| " | | | 24 | " | 1500 | 42 | 25 | | |

56

| Name of Owner | Part of Lot or Land | Sub Lot | Lot | Block | Valuation | Assessment |
|------------------|---------------------|---------|---------|-------|--------------|---------------------|
| Unknown | | | 25 | 5 | Dollars 1500 | Dollars 42 Cents 25 |
| " | | | 26 | " | 1500 | 42 25 |
| " | | | 27 | " | 1500 | 42 25 |
| " | | | 28 | " | 1500 | 42 25 |
| " | | | 29 | " | 1500 | 42 25 |
| " | | | 30 & 31 | " | 7300 | 216 40 |
| " | | | 32 | " | 1000 | 4 00 |
| " | | | 33 | " | 1000 | 3 00 |
| " | | | 34 | " | 1000 | 2 50 |
| " | | | 35 | " | 1000 | 2 00 |
| " | | | 36 | " | 1000 | 1 50 |
| " | | | 37 | " | 1000 | 1 00 |
| M. Laplin | E 1/2 | | 6 | | 15000 | 422 43 |
| Parker & Hopkins | W 1/2 | | " | | 15000 | 422 43 |
| " | " | | 7 | | 6500 | 194 00 |

Union Park Addition to Chicago

| | | | | | |
|--------------|-------|----|---|------|--------|
| E. C. Larned | S 1/2 | 8 | 3 | 1250 | 1 00 |
| " | " | 9 | " | 2500 | 5 00 |
| " | " | 10 | " | 4620 | 128 30 |
| " | " | 11 | " | 3000 | 84 50 |
| " | " | 12 | " | 3000 | 84 50 |
| Unknown | | 13 | " | 3000 | 84 50 |
| " | | 14 | " | 3000 | 84 50 |
| " | | 15 | " | 3550 | 94 50 |
| E. C. Larned | | 16 | " | 2500 | 5 00 |
| Thos. Dent | S 1/2 | 17 | " | 1250 | 1 00 |

| name of Owner | | Part of Lot or Land | Sub Lot | Lot Block | Valuation | Assessment |
|---------------|----------------|---------------------|---------|-----------|-----------|-------------|
| | | | | | Dollars | Dollars Cts |
| W. | Wright | | | 75 58 | 1050 | 27 00 |
| " | " | | | 76 " | 1050 | 27 00 |
| " | " | | | 77 " | 1050 | 27 00 |
| " | " | | | 78 " | 1050 | 27 00 |
| " | " | | | 79 " | 1050 | 27 00 |
| " | " | | | 80 " | 1250 | 37 00 |
| Ruth A. | Ward | | | 11 59 | 2415 | 64 00 |
| H. | Higgins | | 6 | 133 " | 750 | 21 60 |
| " | " | | 7 | " " | 750 | 21 60 |
| " | " | | 8 | " " | 750 | 21 60 |
| " | " | | 9 | " " | 750 | 21 60 |
| " | " | | 10 | " " | 750 | 21 60 |
| W. S. | Johnston Junr. | | | 14 " | 2100 | 54 00 |
| H. | Hall | | | 15 " | 2100 | 54 00 |
| " | " | | | 16 " | 2100 | 54 00 |
| H. W. | Bigelow | | | 17 " | 2100 | 54 00 |
| " | " | | | 18 " | 2100 | 54 00 |
| " | " | | | 19 " | 2100 | 54 00 |
| " | " | | | 20 " | 2415 | 64 00 |
| J. H. | Woodworth | | | 61 60 | 1380 | 37 00 |
| " | " | | | 62 " | 1200 | 27 00 |
| " | " | | | 63 " | 1200 | 27 00 |
| " | " | | | 64 " | 1200 | 27 00 |
| " | " | | | 65 " | 1200 | 27 00 |
| Philo | Carpenter | | | 66 " | 1200 | 27 00 |
| " | " | | | 67 " | 1200 | 27 00 |

| Name of Owner | Part of Lot or Land | Sublot | Lot | Block Valuation | | | Assessment |
|---------------|---------------------|--------|-----|-----------------|---------|-------|------------|
| | | | | Dollars | Dollars | Cents | |
| L. S. Hayes | | 10 | 4 | 8000 | 226 | 46 | |
| " | " | 11 | " | 3000 | 84 | 50 | |
| " | " | 12 | " | 3000 | 84 | 50 | |
| " | " | 13 | " | 780 | 21 | 97 | |
| G. H. Duck | E 37 ft | " | " | 2220 | 62 | 55 | |
| " | " | 14 | " | 3000 | 84 | 50 | |
| | Unknown | 15 | " | 2550 | 94 | 50 | |
| M. Mason | | 16 | " | 2500 | 5 | 00 | |
| G. H. Duck | S 1/2 | 17 | " | 1250 | 1 | 00 | |

Canal Trustees Subdivision of Section 7, 39, 14

| | | | | | | | |
|---------------|---|----|----|-------|-----|----|--|
| G. Hollansbee | | 57 | | 21000 | 554 | 00 | |
| H. Wright | | 61 | 58 | 1166 | 36 | 10 | |
| " | " | 62 | " | 1050 | 27 | 00 | |
| " | " | 63 | " | 1050 | 27 | 00 | |
| " | " | 64 | " | 1050 | 27 | 00 | |
| " | " | 65 | " | 1050 | 27 | 00 | |
| " | " | 66 | " | 1050 | 27 | 00 | |
| " | " | 67 | " | 1050 | 27 | 00 | |
| " | " | 68 | " | 1050 | 27 | 00 | |
| " | " | 69 | " | 1050 | 27 | 00 | |
| " | " | 70 | " | 1050 | 27 | 00 | |
| " | " | 71 | " | 1050 | 27 | 00 | |
| " | " | 72 | " | 1050 | 27 | 00 | |
| " | " | 73 | " | 1050 | 27 | 00 | |
| " | " | 74 | " | 1050 | 27 | 00 | |
| " | " | 75 | " | 1050 | 27 | 00 | |

| Name of Owner | Part of Lot or Land | Sub Lot | Lot | Block | Valuation | | | Assessment | |
|-------------------------|---------------------|---------|-----|-------|-----------|---------|-------|------------|--|
| | | | | | Dollars | Dollars | Cents | | |
| Elizabeth Ellithorpe | | | 68 | 60 | 1200 | 27 | 00 | | |
| J. W. Kilbreath | | | 69 | " | 1200 | 27 | 00 | | |
| H. A. Adhuis | | | 70 | " | 1200 | 27 | 00 | | |
| " | " | | 71 | " | 1200 | 27 | 00 | | |
| " | " | | 72 | " | 1200 | 27 | 00 | | |
| " | " | | 73 | " | 1200 | 27 | 00 | | |
| L. H. Woodworth | | | 74 | " | 1200 | 27 | 00 | | |
| Shuck & Walker | | | 75 | " | 1200 | 27 | 00 | | |
| " | " | | 76 | " | 1200 | 27 | 00 | | |
| " | " | | 77 | " | 1200 | 27 | 00 | | |
| " | " | | 78 | " | 1200 | 27 | 00 | | |
| " | " | | 79 | " | 1200 | 27 | 00 | | |
| " | " | | 80 | " | 1196 | 33 | 40 | | |
| L. A. Doolittle | | | 73 | 61 | 1150 | 32 | 50 | | |
| " | " | | 74 | " | 1000 | 22 | 50 | | |
| " | " | | 75 | " | 1000 | 22 | 50 | | |
| " | " | | 76 | " | 1000 | 22 | 50 | | |
| " | " | | 77 | " | 1000 | 22 | 50 | | |
| " | " | | 78 | " | 1000 | 22 | 50 | | |
| J. Adams | | | 79 | " | 1000 | 22 | 50 | | |
| " | " | | 80 | " | 1000 | 22 | 50 | | |
| B. H. Adams | | | 81 | " | 1000 | 22 | 50 | | |
| " | " | | 82 | " | 1000 | 22 | 50 | | |
| " | " | | 83 | " | 1000 | 22 | 50 | | |
| " | " | | 84 | " | 1000 | 22 | 50 | | |
| Alex ^r White | | | 85 | " | 1000 | 22 | 50 | | |
| " | " | | 86 | " | 1100 | 22 | 50 | | |

| Name of Owner | Part of Lot or Land | Sub Lot | Block | Valuation | | Assessment |
|-----------------|---------------------|---------|-------|-----------|-------|------------|
| | | | | Dollars | Cents | |
| Alex. V. | White | | 87 | 61 | 1000 | 22 50 |
| " | " | | 88 | " | 1000 | 22 50 |
| " | " | | 89 | " | 1000 | 22 50 |
| " | " | | 90 | " | 1000 | 22 50 |
| " | " | | 91 | " | 1000 | 22 50 |
| " | " | | 92 | " | 1000 | 22 50 |
| " | " | | 93 | " | 1000 | 22 50 |
| " | " | | 94 | " | 1000 | 22 50 |
| " | " | | 95 | " | 1000 | 22 50 |
| " | " | | 96 | " | 1150 | 32 50 |
| Frost & Bradley | | | 31 | 62 | 1325 | 37 00 |
| " | " | | 32 | " | 1150 | 27 00 |
| B. W. Thomas | | | 33 | " | 1150 | 27 00 |
| Luther Stone | | | 34 | " | 1150 | 27 00 |
| Mary Martin | | | 35 | " | 1150 | 27 00 |
| L. Mannahan | | | 36 | " | 1150 | 27 00 |
| G. Suchepar | | | 1 | 38 | 1750 | 35 10 |
| H. Kernan | | | 2 | " | 1750 | 35 10 |
| Chas. Appel | | | 3 | " | 1750 | 35 10 |
| R. F. Haines | | | 35 | 62 | 1080 | 21 60 |
| " | " | | 36 | " | 1080 | 21 60 |
| " | " | | 37 | " | 1080 | 21 60 |
| " | " | | 38 | " | 1120 | 22 50 |
| " | " | | 39 | " | 1120 | 22 50 |
| " | " | | 40 | " | 1120 | 22 50 |
| " | " | | 41 | " | 1120 | 22 50 |

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| Name | of Owner | Part of Lot or Land | Sublot | Lot | Block | Valuation Assessment | | |
|-----------|--------------|---------------------|--------|-----|-------|----------------------|---------|-------|
| | | | | | | Dollars | Dollars | Cents |
| R. S. | McAines | | | 42 | 62 | 1120 | 22 | 50 |
| " | " | | | 43 | " | 1120 | 22 | 50 |
| " | " | | | 44 | " | 1120 | 22 | 50 |
| " | " | | | 45 | " | 1120 | 22 | 50 |
| " | " | | | 46 | " | 1288 | 33 | 41 |
| Thos. | George | | Lot | 3 | 63 | 2530 | 49 | 60 |
| " | " | | | 8 | " | 2200 | 39 | 60 |
| " | " | | | 9 | " | 2200 | 39 | 60 |
| Christian | Thompson | | | 10 | " | 2200 | 39 | 60 |
| " | " | | | 11 | " | 2200 | 39 | 60 |
| " | " | | | 12 | " | 2630 | 51 | 40 |
| Geo. | Maher | | | 7 | 4 | 2630 | 51 | 40 |
| W. | Steigel | | | 8 | " | 2200 | 39 | 60 |
| | Unknown | | | 9 | " | 2200 | 39 | 60 |
| Henry | Boon | | | 10 | " | 2200 | 39 | 60 |
| " | " | | | 11 | " | 2200 | 39 | 60 |
| " | " | | | 12 | " | 2530 | 49 | 60 |
| S. P. | Clarkson Agt | | | 6 | 64 | 8000 | 118 | 00 |
| E. | Simons | E 1/2 | | 7 | " | 3000 | 55 | 00 |
| John | Gross | W 1/2 | | " | " | 3000 | 55 | 00 |
| Reuben | Daylar | | | 7 | 8 | 1200 | 18 | 00 |
| " | " | | | 8 | " | 1200 | 18 | 00 |
| " | " | | | 9 | " | 1200 | 18 | 00 |
| " | " | | | 10 | " | 1200 | 18 | 00 |
| " | " | | | 11 | " | 1200 | 18 | 00 |
| " | " | | | 12 | " | 1200 | 18 | 00 |
| E. H. | Hummings | | | 6 | 9 | 1440 | 21 | 60 |

| Name of Owner | Part of Lot or Land | Sublot | Lot | Block | Valuation | | Assessment | |
|---|---------------------|--------|-----|-------|-----------|-------|------------|-------|
| | | | | | Dollars | Cents | Dollars | Cents |
| E. H. | Hummins | 7 | 9 | 64 | 1440 | | 21 | 60 |
| " | " | 8 | " | " | 1440 | | 21 | 60 |
| " | " | 9 | " | " | 1440 | | 21 | 60 |
| Robert | Dunk | 10 | " | " | 1440 | | 21 | 60 |
| D. | Northington | 10 | " | | 6900 | | 118 | 00 |
| <u>Smiths Sub-division of Part of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 18. 39. 14.</u> | | | | | | | | |
| M. | Skinner Agt | 1 | 1 | | 2500 | | 90 | 00 |
| " | " | 2 | " | | 1000 | | 6 | 00 |
| " | " | 3 | " | | 900 | | 4 | 00 |
| " | " | 4 | " | | 900 | | 3 | 00 |
| " | " | 5 | " | | 900 | | 1 | 00 |
| " | " | 6 | " | | 1320 | | 19 | 80 |
| " | " | 7 | " | | 1320 | | 19 | 80 |
| " | " | 8 | " | | 1320 | | 19 | 80 |
| " | " | 9 | " | | 1320 | | 19 | 80 |
| " | " | 10 | " | | 1320 | | 19 | 80 |
| " | " | 11 | " | | 1200 | | 18 | 00 |
| " | " | 1 | 2 | | 1200 | | 21 | 60 |
| " | " | 2 | " | | 1200 | | 21 | 60 |
| " | " | 3 | " | | 1200 | | 21 | 60 |
| P. | Gore | 4 | " | | 1200 | | 21 | 60 |
| B. W. | Ranstead | 5 | " | | 1200 | | 21 | 60 |
| E. | Schaffer | 6 | " | | 1200 | | 21 | 60 |
| M. | Skinner Agt | 7 | " | | 1200 | | 21 | 60 |
| " | " | 1 | 3 | | 950 | | 19 | 80 |
| " | " | 2 | " | | 880 | | 19 | 80 |

| Name of Owner. | Part of Lot or Land | Sub Lot | Lot | Block | Valuation | | Assessment |
|------------------------|---------------------|---------|-----|-------|-----------|-------|------------|
| | | | | | Dollars | Cents | |
| M. Skinner Agt | | 3 | 3 | | 880 | | 19 80 |
| " | " | 4 | " | | 880 | | 19 80 |
| " | " | 5 | " | | 880 | | 19 80 |
| " | " | 6 | " | | 880 | | 19 80 |
| " | " | 1 | 4 | | 920 | | 20 70 |
| " | " | 2 | " | | 960 | | 21 60 |
| " | " | 3 | " | | 960 | | 21 60 |
| Alex ^r Bell | | 4 | " | | 960 | | 21 60 |
| M. Skinner Agt | | 5 | " | | 1000 | | 22 50 |
| " | " | 6 | " | | 1000 | | 22 50 |
| " | " | 7 | " | | 1000 | | 22 50 |
| " | " | 8 | " | | 1150 | | 22 50 |
| " | " | 1 | 20 | | 1380 | | 20 70 |
| " | " | 2 | " | | 1380 | | 20 70 |
| " | " | 3 | " | | 1380 | | 20 70 |
| " | " | 4 | " | | 1380 | | 20 70 |
| " | " | 5 | " | | 1380 | | 20 70 |
| " | " | 6 | " | | 1380 | | 20 70 |
| " | " | 7 | " | | 1380 | | 20 70 |
| " | " | 8 | " | | 1380 | | 20 70 |
| " | " | 1 | 22 | | 920 | | 20 70 |
| " | " | 2 | " | | 920 | | 20 70 |
| " | " | 3 | " | | 920 | | 20 70 |
| " | " | 4 | " | | 920 | | 20 70 |
| A. Dorothy | | 1 | 24 | | 920 | | 20 70 |
| " | " | 2 | " | | 920 | | 20 70 |

Name of Owner Part of Lot or Land Sublot Sect. Block Valuation Assessment

A. Dorothy 3 24 920 20 70

P. Dutton 4 " 920 20 70

Ashland Second Addition to Chicago

Unknown N 1/2 1 8775 259 40

" 1 2 875 25 60

" 2 " 750 20 60

" 3 " 750 21 60

" 4 " 750 21 60

" 5 " 750 21 60

" 6 " 750 21 60

" 7 " 750 21 60

" 8 " 750 21 60

" 9 " 750 21 60

" 10 " 775 22 50

" 11 " 775 25 60

" 12 " 500 3 00

" 13 " 500 2 00

" 31 " 500 2 00

" 32 " 500 2 00

" N 1/2 3 8775 259 01

" 1 4 875 25 60

" 2 " 750 21 60

" 3 " 750 21 60

" 4 " 750 21 60

" 5 " 750 21 60

" 6 " 750 21 60

| Name | of Owner | Part of Lot or Land | Sub Lot | Block | Valuation | | Assessment | |
|------|----------|---------------------|---------|-------|-----------|-------|------------|-------|
| | | | | | Dollars | Cents | Dollars | Cents |
| | Unknown | | 7 | 4 | 750 | 21 | 60 | |
| | " | | 8 | " | 750 | 21 | 60 | |
| | " | | 9 | " | 750 | 21 | 60 | |
| | " | | 10 | " | 775 | 22 | 60 | |
| | " | | 11 | " | 875 | 25 | 60 | |
| | " | | 12 | " | 500 | 2 | 00 | |
| | " | | 13 | " | 500 | 2 | 00 | |
| | " | | 31 | " | 500 | 2 | 00 | |
| | " | | 32 | " | 500 | 3 | 00 | |

Rockwells Addition to Chicago.

| | | | | | | | | |
|-------------------|------------|--------|----|---|------|----|----|--|
| D. | Grumby | | 1 | 9 | 7925 | 23 | 60 | |
| Benj ^r | Thomas | | 2 | " | 4300 | 12 | 90 | |
| H. B. | Ogden | | 3 | " | 1900 | 5 | 40 | |
| Caleb | Portman | | 4 | " | 5925 | 17 | 20 | |
| L. M. | Hutchinson | E 1/2 | 5 | " | 1000 | 29 | 70 | |
| L. R. | Haven | W 1/2 | " | " | 1000 | 29 | 70 | |
| A. B. | Moore | | 6 | " | 2000 | 5 | 40 | |
| G. G. | Grubb | | 7 | " | 2000 | 5 | 40 | |
| " | " | | 8 | " | 2000 | 5 | 40 | |
| L. D. | Shurman | | 9 | " | 2000 | 5 | 40 | |
| L. L. | Stephens | N. 3/4 | 10 | " | 3275 | 8 | 10 | |
| L. M. | Wilson | E 1/4 | " | " | 7600 | 20 | 90 | |

Lands in the City of Chicago.

See Town Range

A. Tract of Land bounded as follows E. by
 Gulda's Wright Union Park Addition
 N. & W. by the S. W. Plank

Sec. 5 Town Range

| | | | | | | | | |
|-------|------------|---|----|----|----|-------|--------|----|
| | | Road & S by Madison St | 8 | 29 | 14 | 9000 | 255 | 90 |
| | | St. lying in W 1/2 of S. W 1/4 | | | | | | |
| | | 1/2 of a tract of Land bounded as follows | | | | | | |
| Hulda | Wright | E by S. W. P. Road S by Warren St. W. by Reuben St. and S. by Madison St. & lying in W 1/2 of S. W 1/4 | " | " | " | 10500 | 296 | 32 |
| | | A Tract of Land bounded as follows E by Block 22 S. by Monroe St. | | | | | | |
| S. H. | Sutherland | W. by Block 24 & N. by Madison Street and lying in Smiths Sub in N E 1/4 of N E 1/4 of N. 15 acres of part of E 1/2 of N. W. 1/4 beg. at N. E cor thence S. 20 chs W. 5 chs S 10 chs W. 5 chs N. 20 chs E 5 chs N 10 chs E 5 chs to beg. ~ 20 acres | 18 | 39 | 14 | 4000 | 81 | 00 |
| S. L. | Quincey | Part of E 1/2 of N. W 1/4 beg. 5 chs W. of N. E. cor thence S. 10 chs W 5 chs N 10 chs E 5 chs to beg. ~ 5 acres | " | " | " | 13600 | 297 | 00 |
| A. S. | Seeley | Part of E 1/2 of N. W 1/4 beg. 5 chs W. of N. E. cor thence S. 10 chs W 5 chs N 10 chs E 5 chs to beg. ~ 5 acres | " | " | " | 10000 | 297 | 00 |
| R. J. | Hamilton | E 30 acres of W 1/2 of E 1/2 of N. W. 1/4 | " | " | " | 6000 | 591 | 13 |
| | | Total. | | | | \$ | 22,200 | 00 |

Commissioners' Return.

The Undersigned, Freeholders, and residents of the City of Chicago, duly elected and appointed by the Common Council of said City, to assess the sum of Twenty two Thousand two hundred Dollars, upon the real Estate in the West Division of said City by them deemed benefitted, in proportion as nearly as may be to the benefits resulting thereto, by reason of macadamising Madison Street from the Centre of Sangamon Street to the West limits of the City. do hereby report, and return to the Common Council.

That in pursuance of said appointment they were duly qualified before entering upon their duties, as appears by the oath recorded herein; that they published a notice of the time and place of their meeting for the purpose of making said assessment, in the Press and Tribune the Corporation Newspaper, for a period of six consecutive days previous to such meeting, a certificate of which publication is herunto attached; that they were present at the time and place and for the purposes designated in said notice, and having fixed a valuation on the real Estate described, and set forth in the proper column of the foregoing Assessment Roll, they did then and there, and do hereby in pursuance of said appointment, assess

the said sum of money upon the real estate hereinafore set forth, and described, as the only real estate benefitted by said improvement, and that the benefits resulting thereto is the proportion of said sum, set opposite to each lot, part of lot, and land respectively in said Assessment Roll.

And they further report that such assessment does not exceed three per centum per annum on the property assessed.

All of which is respectfully submitted

Geo M. Gray Supt.
H. A. Bragg
Albert Reep } Commissioners

Chicago July the 28th 1859

Commissioners' Notice

Public Notice is hereby given to all persons interested that the undersigned Commissioners appointed by the Common Council of the City of Chicago to assess the sum of Twenty two thousand two hundred dollars upon the real estate in the West Division, by them deemed benefitted by macadamising — Madison Street from Sangamon Street to the City limits will meet at Room No. 1 in the Court House, on the 28th day of July 1859 at the hour of 10 o'clock A.M.

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for the purpose of making said assessment

G. M. Gray
H. A. Bragg } com'rs
Albert Rees }

Chicago July 16th 1859

This certifies that the appended notice relative to Macadamising Madison St has been published in the Press & Tribune the Corporation Newspaper of the City of Chicago, County of Cook and State of Illinois, six days (consecutively) commencing with July 18th 1859

Chicago July 28th 1859

Press & Tribune Co. Published
per G. S. Williston

State of Illinois }

City of Chicago } SS. I do hereby Certify, That the foregoing Assessment Roll was returned to me, and filed in my office by the Commissioners, this 28th day of July 1859.

H. Weismann City Clerk.

Assessment Notice

City Clerk's office Chicago July 29th 1859

Public Notice is hereby given to all persons interested that the Commissioners appointed by the

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Common Council of the City of Chicago to assess the sum of Twenty two thousand and Two hundred Dollars \$22,200 upon the real estate in the West Division of said City, deemed benefitted by Macadamizing - Madison Street from the Centre of Sangamon Street West to the City Limits, have, completed their assessment, and made return thereof to my Office. Any person wishing to appeal from said assessment must file their objections, in writing, in my office on or before Monday the 15th day of August 1859 at 7 o'clock P.M. The Common Council will at that time, in the Council Room hear all objections to said assessment, and revise and, confirm or annul the same.

H. Kreismann City Clerk.

Assessment Roll.

A Description of the real estate in the West Division of the City of Chicago, deemed benefitted by Macadamizing, Madison Street from the Centre of Sangamon Street West to the City limits, with the valuation thereof and the sums of money severally assessed thereon for benefits, by the Commissioners, to wit:

Duncan's addition to Chicago

| <u>Name of Owner</u> | <u>S. Lot</u> | <u>Lot</u> | <u>Block</u> | <u>Valuation</u> | <u>Assessment</u> |
|----------------------|---------------|------------|--------------|------------------|-------------------|
| George Manniere | | 182 | 4 | 7500 | 222.25 |

71
This certifies that the appended notice has been published in the Daily Press & Tribune the Corporation Newspaper of the City of Chicago, County of Cook, and State of Illinois ten days, consecutively, commencing with July 29th 1859

Chicago August 29th 1859

Joseph Medill Publisher

Order of Confirmation

In Common Council August 29th 1859
Whereas, Due notice has been given by the City Clerk of the return of the foregoing Assessment Roll, and all objections thereto having been duly heard, and disposed of it is therefore Ordered, that the said Assessment as revised by the Common Council be, and the same is hereby Confirmed.
It is further ordered, that a warrant be issued for the collection thereof, returnable in thirty days after its date.

Passed

H. Kreismann, City Clerk.

Mem. — Warrant issued Sept^r the 1st 1859

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The said dependants ^{then} offered the original estimate made by the Superintendent of Public Works for the said improvement on said street which was objected to by the Plaintiff but the objection overruled and exception taken -

The said Defendant then offered an ordinance of the City of Chicago permitting certain parties to build and construct a Horse Railroad on Madison Street from _____ to _____

which was passed by the Common Council of the City of Chicago, on the 23^d day of May 1859

The said Defendants then produced the following witnesses who being duly sworn testified as follows.

The Defendant then offered Thers who being duly sworn testified.

That he was one of the Commissioners appointed to levy the assessment in this case,

The witness was then asked how the assessment was made and upon what basis?

To which question the Plaintiff then objected but the Court overruled the objection and Plaintiff excepted. That all the figures on the Assessment roll so far as the value of the property was concerned were fixed to the paper before it was brought to him. That they the Commissioners did not consider the value very much. That he thought each lot was assessed per foot on Madison Street, the same, except the Corner Lots which were assessed at twice. Did not know that he could say upon what basis the property was valued. Did not know that he heard a word said as to value. That he told Mr Bragg when he brought the Roll, that before he signed it he would like to know what he had there and wanted him to explain how he had made the Assessment. Bragg said he had charged each front foot between Ruben Street and the City limits a uniform sum - Between Ruben and Sangamon Streets another uniform sum. That he assented to the Assessment and signed it. That he was under the impression that the amount to be paid was mentioned, and assessment made to reach that amount. Nothing was said in relation to the value of the property.

To at which testimony the Plaintiff then and there objected but the Court overruled the objection and the Plaintiff then and there excepted.

E. H. Cummings Sworn.

Business is loaning money - have been in real estate business. Know the property appraised - owned property on the Street - Can't say how much any one lot is worth, don't know the width or depth of any.

Here Counsel for City objected to any and all testimony relating to value of any of the Lots which objection was overruled and excepted.

It was understood that the same objection should relate to the testimony of all witnesses, who might be called to speak of value of property.

Lot 23 Block 1. C. T. Sub: Sec 17, 39, 14. - \$110 - whole Block the same - was considered in good times \$60 - think the lots are 25 feet front. No difference in value except as to Corner lots - I have been trading and have allowed \$150 for the corner lots - (Appraised. 23, 24, 25, 26. \$1550. 27 \$2000).

Block 2 Lot 22, 25, 24. \$110 per foot - 25 is Corner - would be \$150. App 22. \$1500. 24. \$1150. 25 \$1800.

Block 3. Lot 1. \$115 per foot (can't know whether it is a corner. if corner \$150 more).

Section 4. Block 54. Lots 17, 18, 19, 20. - worth \$400 each

75

(App. * \$2100 each - 20 is \$2100.) If lots near to
Warren Street would be worth double.

Block 58. - Lots 64, 65, 66 + 67 would \$250 in they lost
for back investment.

Lot 9. S. Block 11. of Block 63. worth \$16 two feet.

Lot 10. S. Block 3. \$16 two feet + \$150 if a corner.

Lot 11 " " " Same.

Lot 12 " " " Same + \$130 for corner.

Lot 10 Block 64 \$22 per foot was sold.

1/2 " " 64 "

1/2 " " " "

Down lots in this Block

Lot 78 Block 60 Unit Row \$425

79 " " " " \$425

80 " " " " \$425.

Block 57 in two rows \$10,000.

Lots 6 + 7 of Lots 12 + 13 in Block 59 \$350 each.

11 + 12 of Sub Block 11. of Blk 63. \$16 per foot.

I think they are 16 per foot.

Wright's Addition.

S. Lot 4, Lot 5, Block 8. I think they are something

72
over 200 feet or 204 feet deep - worth \$115 per foot - is 120 feet front.

Sub; 5' in same. is worth same \$115. Finally not over \$140 per foot - are \$25 feet. (by the Court \$1000 per lot)

S. Lot 6. Lot 5. Block 2 \$1000.

Lots 5, 6, 7 & 9 - Block 3. \$45 per foot - should be if 115 feet deep - worth \$40.

Canon Trust: Under Sec 4.

Lot 31 Block 62 1/2 is worth \$600.

32. " " " " " \$1150.

Carpenter's Addition

Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 & 32 in Block 118. \$40 per foot. They should be 25 feet. I don't know. There are no Acreage 100 feet deep.

Lot 14 Block 49. May be a corner. I don't know. (by the Court \$1000.) - yes I guess so - are the same size.

Lot 18 in Block 49. If not mistaken is a corner Lot \$1150.

Purcend Sub of Block 5 in Sec 14.

Lot 10 Block 1. I don't know as there is a Subdiv of Block 5. There is only 4 Blocks.

79

Lot 10 is worth \$40 per foot. I don't know the width or depth
guess 211 or 25 feet across there.

11 is worth same.

Lot 1 is worth same 40 per foot - don't know depth. (by the
Court \$960) yet I guess so, 2. 3. 4. 5. 6. 7 - 8. don't know
the depth \$45 per foot.

S. F. Smith On E 1/4 of N 1/4 Sec. 18. 39. 11.

Lots 1 to 9 inclusive in Block 1. Supposing them to be 22
feet front, are worth \$25 per foot. (by the Court \$550.)

Lots 1, 2, 3 & 4. in Block 22 is worth \$16 per foot.

1, 2, 3 & 4. " " 24 " " 16 " "

Carpenters Addition.

Lot 18 in Block 50. Corner lot front on Mayant. I would
not put it over \$110. - These lots should be 125 feet deep.

Trights.

Lots 6, 7 & 8 in Block 2. \$115 per foot. I can't find any
description of it. Should be 120 feet wide (by Court 120 feet
at \$115 - \$61400) should be 204 deep.

Same N 1/2 & N 1/2 of N 1/4 Sec. 17. 39. 11. & part 5.

Block 3. 4. 5. 6. 7. 8. 63 & 64. 40 per foot except corner.

& 40 feet lot 3. Block 3. \$115.

Value of lot \$45 - same back 180 feet - If it does

run 180 feet. Its worth \$115 don't know the depth I have
some of lots for sale.

Lot 8. Block 2. \$40 per foot.

Carpenters Adams

Lots 15, 16, 17, 18 & 19. in Block 48. \$40 per foot. Lots should
be 50 feet front. don't know. portions I have for sale are
50 feet front.

Canal 7.

Lots 73 to 78 inclusive of Block 61. - \$125 to 150. - there are
\$150. - 73 is a corner. & is worth \$150 more.

5 Acres on S. side Madison Street in Deep; 18. 1200 per
acre, and high at that (Seeley property)

630 w of N 1/2 of E 1/2 of N. 1/4 Sec 18, 39, 14. \$1000 per acre.

Canal 4

70, 71, 72, 73. in Block 60 - \$350 per lot. if 30 feet front
are worth more. I gave the value at 25 feet. finally \$1100
except West end.

Union Park.

Lots 10, 11 & 12 of Block 4. \$40 per foot. I don't know how
it is subdivided. I think some of them are 50 feet front.

Sub 9. Lot 4. Block 63. Sec 4. \$16 per foot.

I think there is a Lager Beer Saloon & Dutch Market, which are a damage to the property.

Sub 10 in Lot 3. Block 63. May be Saloon on it. I think the buildings on the property damage the Saloon if a Blacksmith Shop would not increase.

S. Lot 11. Lot 3. Block 63 Sec 4.

Don't know as to improvements. Don't know as to a matter of fact whether this Block has been subdivided. Don't know whether the lot runs to Warren Street or not. According to City Map the lot is 124 ⁵⁵/₂ ft deep. I am of the opinion that the lot is 40 ft front but don't know.

S Lot 12 of Lot 3. Block 63. There are improvements in or about this Lot. Don't say whether on lot or not.

Lot 10 Block 64.

There is a nice house on this Lot worth (265 ⁷⁵/₂ feet deep by 130 front)

I have not valued this Lot. It is difficult to give a value of this Lot, has three fronts. It is a very valuable lot. This lot fronts also on Union Park. This used to be considered worth \$125 per front foot in good times. (Lot belongs to Washington) is worth without the house \$10,000. Hence probably worth \$1500.

Section 4.

1/2 Lot 4. Block 64. Can not certain as to improvements -
60 feet front - worth \$1500. 265 ⁷⁵/₁₀₀ feet deep.

1/2 of same. There is cabbage garden & old house - There
is worth something, should not want to buy it. Perhaps some other.

Lot 48 in Block 60. Don't know the size - I can give as to
front foot - I only gave the value in this Block as through
to Warren. I suppose the depth is 134 feet, if the Alley is kept.
I think I value this lot this morning \$350. There are no
improvements on the Block.

" 49 in 60. I find no such lot on the Map - I said in
chief that there was not any such lot on the Map. I know
nothing of this lot.

There is no such lot as 80 in this Block, I gave a
valuation of this lot this morning.

Block 54. Supposed to be 10 acres including 1/2 Street. My
valuation was \$10,000. I heard of Fairbanks selling some of
this Block.

Sub 6. 4 of 1. 12 and 13. Block 59

I gave valuation at \$350, if only half to Warren, if
through \$400. I suppose the depth to Warren Street to be 265 ft
deep - I do not know.

83

Parcel 4 - 63.

I don't know the feet front.

Wrights Cedar

S. lot 4. Lot 5, Block 2 - worth \$40 per foot - 100 ft deep.
 Is 25 feet front. There are improvements - a brick house.
 house worth \$1500.

Carpenters

E 1/2 lot 11. Block 49, worth \$40 per foot - 100 ft deep,
 25 feet deep - I think there improvements on it. I think there
 a number of buildings are along the front.

Lot 18. There is a building on this lot - I value this at \$40
 per foot - I think there are two buildings.

Wrights

Lot 5. Parcel 5. Block 2. There is house on Lots 4, 5, 6, 7
 1/8 in this Block. House on 5 was built since the agreement.

Canal 7.

Sub 6, 7, 8, 9 & 10. in Lot 9 in Block 64. - no buildings on
 them, according to City Surveyor the depth is 265 ⁷²/₁₀₀. I don't
 know whether the County Surveyor ever subdivided or not.

Lot 31 in N 1/2 Blk 62 - I don't know as to corner or
 improvements. I value this in District 60's don't know how much
 I now pay \$15 or \$16 per foot - I don't know where it fronts.

54 Lot 32. Same as #31.

Carpenter's Addition Block 48.

Lots 20 to 30 inclusive. I don't know when this assessment was made and is worth \$40 per foot. I do not know whether these lots front on Madison St. There are houses along these lots.

17 & 18. Block 49. 18 I think is a corner lot, and is worth \$150 more than lot 17.

This \$150 is a scale of my own operations.

Canal N. 1/2 of N. 1/2 of N.E. 1/4 17. 39. 14.

Sub Block 5 Duane's Addition.

Block 1 Lot 10 don't know who owns this lot, don't know as to improvements.

" " " 11 No improvements.

" 2 Lots 1 to 7 inclusive, there are houses on from 1 to 7.

S. F. Smith Sub: N. 1/2 N.E. 1/4 18.

Lots 1 to 9. Block 1. There are improvements along these, can't say as to which. don't know as to size.

Lots 1 to 14. Block 22. Houses all along there.

" 1, 2, 3 & 4 " 21. Houses stand there, can't say just where, don't know size.

Carpenter.

640 feet, lot 18 Block 30. Fine a corner lot. Think there is a house on it. I valued this at \$40 per foot, & \$150 for bringing a

85
Corner.

Wrights.

Lots 6, 7 & 8 in Block 2. House on 6, thick row on 7 & 8.

Canon 4.

Lot 43 to 48. Block 61. Map don't show these Lots. I value them on direct. I don't know the price. and therefore cannot value them accurately. I think these improvements on these Lots.

\$ 30 ac. of. - worth 100 per acre.

Tract to be by W. C. Cedar N & W by S. W. P. Road and South by Road. I put \$40 per foot.

There were several Lots in Block 8 - Wrights Cedar, which I valued at \$45 per foot.

Lots 6, 7 & 8 in Block 2 same Addition. I valued at \$45⁰⁰.

I don't value some property in Ashlands Addition. I don't know where the property is. Some one pointed it out to me while on the stand, on the Map & I put the value upon it.

In all my estimates I have estimated the value of the property as well for residences as for other purposes.

I sell property in the case without a Condition against Lager Beer Saloons.

I have estimated as to what the property would sell for in the Market. I estimate the value to me to sell again. I think it would sell at the prices I have mentioned, and make money out of the operations. I have not much of an opinion

of West side property, except in the vicinity of Union Park

Direct resumed.

Tract bounded as follows

E by U. P. N + W by S. W. P. R. + S. by Madison Street
lying in W $\frac{1}{2}$ of S. W. of Sec 18. 39. 14. north $\frac{1}{2}$ 110 ft
165 feet front.

S $\frac{1}{2}$ tract bounded So by S. W. P. Road N by Warren St.
W by Ruben Street + W $\frac{1}{2}$ S. W. $\frac{1}{4}$ - 18. 39. 14.

Some pretty good houses on the Street from Ruben Street
to City limits. Houses are scarce between Ruben to Curtis, perhaps
134 houses, East of Curtis there are many houses

On Block 59 there is not more than one house.

S. H. Kerfoot recalled by Defts.

Objected to by Plaintiffs - overruled & Exceptions
Witness instructed to make an examination of Madison Street and
make a statement as to the dimensions of each Lot assessed, as
to width and depth and value with and without improvements.

J. S. Hayes called by Plaintiffs, says

I am resident of Chicago on Union Park corner Washington
Street, I have been and am the owner of Real Estate near
Union Park.

Lot 8. Block 3. W. P. Addition

It is very difficult to give the value of any property in this

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city at present. It is almost impossible to arrive at a correct value of Real Estate since the panic of 1854. Real Estate has not, nor will not sell since the panic, under Trust Deeds for over half of its absolute Cash value.

The value of property would depend very much on the purpose which a person wished to make of. Persons buying to sell, will not buy without a good margin.

The question of what the value for permanent investment, would raise many questions. Persons wishing to buy for residence are willing and do pay more than dealers will.

Since the panic of 1854 it is a fact that Real Estate has no Commercial value for Exchange.

In 1852 I commenced buying and have dealt largely in all parts of Real Estate. I am now engaged in disposing of lots to pay up debts.

I bought largely of the property alluded to in this matter, bought by the Aero and subdivided myself. I bought the whole of Union Park Addition.

From Sangamon Street to Union Park is worth \$110 per foot. Value decreases West.

Lots in Sec 14. Some lots have sold for \$30. I have sold since 1854 at Auction for \$118 per foot.

Property fronting on the Park would be worth double.

Northington's lot is worth \$38 per foot. 120 ft. front. also the Warren St. \$60 to \$40. Reuben, whole value \$12600.

Smiths Sub:

Lots of 25 feet front and about 10 ft or 105 would be worth \$30 per foot at Reuben St. and fall off in value Westward.

8 - 30 acres - on Madison Street front \$2000 to \$2500 for road
running to \$1000 per acre to the South line.

In Sec 4 Block 58 lots are worth 150 per lot.

The prospective value of all this property has been largely
increased by the completion of the Ohio Railway.

Wednesday February 8th 1860.

This case being called up again the evidence was continued
as follows.

S. H. Kerfoot recalled by the Defendants, being duly sworn was
examined in Chief by Mr Merrick and testified as follows.

Witness I think I have testified about as much in this case as
either my reputation, or the case requires. I think I have done
all that my duty in this case requires - if you will excuse me.

Q. Counsel will have to determine what your duty requires -
State what was the value in July 1859 of the following lots.
On Block 1 Smiths Subdivision, N E 1/4 of the N. E. 1/4 of Sec
18. T 39. R 14. Lots 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11 in Block 2
Lots 1. 2. 3. 4.

Which question was objected to - Objection overruled
and exceptions taken.

It was here again stated and understood & agreed by the
counsel on both sides, that all testimony of witnesses as to
value of property should be objected to.

Objection overruled and excepted to.

Witness. I could not answer without a Map.

(Map sent for).

Q. Were you acquainted with the Condition of West Madison Street before the Street was Macadamized?

Objected to.

Counsel permitted Witness of his duty.

Witness. Well all takes it all back - Its all back.

Objection overruled -

Plaintiffs Counsel excepted.

Q. Are you acquainted with its condition now?

Objected to and argued by Counsel.

Objection overruled - Plaintiffs excepted.

A Yes Sir.

Q. (Map being handed to witness) Give me the valuation now of Lots 1 to 11 in Block 1 Smiths Subdivision?

A I testified as to these the other day

Q No Sir, not these. What is lot 11?

A I said that these Lots were worth \$500 each - I believe lots 1 to 9 \$500 each - 11 seems to be only \$450 its only 20 feet.

Q Now, 2, 3 & 4 in Block 2?

A About \$500. No 4 is perhaps \$600. Its a corner lot.

Q Lots 1, 2, 3, 11, 5 & 6 in Block 3?

A The corner lot is perhaps worth \$600. Make it \$550 - Its 22 feet. All the others \$475.

Q Now, 2, 3, 5, 6, 7, 8. Block 11?

A They are worth about \$475, except lot 8. That is worth \$500 that corner lot might be \$600 that is 8.

Mr. Merrick - Cummings values them at \$350

Witness. - I think he has a better idea than I have - that is his best move than it is mine. The towns better perhaps.

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Q State the condition of Madison Street in Italy or prior to that time (1889)?

A It was in a fair condition - as good as any of our main streets were.

Q Was Madison Street not planked prior to this time?

A It was, yes Sir, it was planked to the City limits. I have forgotten that, with a single track from the Bulls Head to the City limits.

Q Do you recollect that remark "as good as any of our main streets?"

A Yes Sir, I am half right and half wrong. The fact of its being planked has slipped my mind. My impression is it was all planked: from the Bulls Head ^{to the City limits} it was all planked. I know it was for I saw an agreement for it three years ago.

Mr Bragg (Assessor) It was 6 or 7 years ago.

Witness. It was planked from Bulls Head to the City limits - that is my impression.

Q Where was the double track?

A The single track came as far as Hallett's Street - that is my impression now. Hallett's is this side of Sangamon.

Q There was a single track the whole length of this improvement?

A Yes, bringing my mind to the matter, I recollect the single track was from Hallett's Street to the City limits.

Q Where was this single track laid?

A I do not recollect distinctly the year. I recollect the agreement and paying the law. I should guess they were one or two years

Q Guess the time?

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Q It must have been 1851 I think. This is a matter that can be ascertained accurately Sir, My memory should not be taxed for this purpose, because the records will show. I know we paid the taxes for our Claims 1851. or 5.

Q What was the condition of Madison Street?

A My impression in regard to Madison Street, is, it was in a very fair condition.

Q When was this macadamizing begun?

A I don't know.

Q What is the condition of that Street now? give as clear a statement as you can from Sangamon St. to the City limits?

A It is macadamized from Sangamon. I have my knowledge only from having passed over - it is roughly very roughly paved.

Objected to as witness not shown to be an expert.

Mr. Merrick proposes that instead of hearing evidence as to the condition of the Street, the Court go over it personally and see it. He thought a better idea would be had by viewing the premises.

Mr. Anthony - Once then let the Court decide the case upon a view.

Mr. Merrick I will offer the evidence and let the Court decide.

Mr. Cummings (a Spectator) I will pay the expenses.

The Court (Wilson J) You cannot make us witnesses, I guess.

The Court - (In reference to above objection) I think any man would be expert enough to judge whether it was possible to drive over a road.

Q Yes or. It is macadamized?

A Yes it is - the road is rough - the great objection I have to the

road is the size of the Stones. They are too large. They are not such as you ordinarily macadamize a road with. You cannot drive over the Street with pleasure. Between Roby Street & Bulls Head the Stones are all on the South side of the Street and you cannot drive a Carriage over the track to the North side, to my knowledge. I live on the North side now.

Q. State the condition of the road as if you were in conversation?

A. All the 21 feet of Stone are laid South of the North rail-whether it is inches South of the whole ^{of the} track. I don't know, or South of the ~~whole~~ ^{North} Rail of the Railroad. You cannot approach the Steps on the North side of the track with a Carriage, with any safety at all to the persons in it. That extends for a half a mile. That is the present terminus of the track. Beyond that they seem to have gone in the middle of the road. I have been out there.

Q. What Street is that?

A. Roby, the middle of Sec 4. is the present terminus of the Horse Railroad. Beyond that they have macadamized in the middle of the Road. The 21 or 30 feet is equally distant from the middle of the Road.

Q. How do you get on to the North side walk from the macadamized portion of the Road?

A. By walking over the unmacadamized portion of the road, North of the track.

Q. Is the unmacadamized portion level?

A. No Sir, it is 15 inches below.

Q. Is it not lower than 15 inches?

Q In some places it is much more; but that is not the gutter I speak of this portion of the roadway.

Q How far is the Macadamized portion of the road from the North side walk?

A 18 or 20 feet I guess - that includes the gutter.

Q How do vehicles discharge their loads on the sidewalk for the stores?

A There are no stores there, but there are this side. There is beyond Sangamon - This apparently I speak of does not appear this side of Buces Street. This side of Buces Street the store is laid, so far as the position of the Street is concerned apparently where it should be. When you reach the Buces head the store is laid in this way (illustrating with a book)

I don't mean that this effect is here, but they carry it out that that way. I believe the assessment calls for a narrower width. In going over to the sidewalk you go down 18 inches or two feet.

Board - Only 18 inches or 2 feet.

Q That is all; but it is very uncomfortable when you are inside of a carriage. There is a gutter between that and the sidewalk, all along, & that is as it should be. The fact of it there being a gutter there is no fault of the assessment. That should be there anyhow; but its fault is in reference to the roadway. You have to add the gutter to the other.

Q You mean from the level of the (the) road, to the top of the Macadam, is 2 feet or 18 inches?

A Yes, take that raising for illustration there is the store as it was without the Railroad & the road being laid here. I

believe it is laid down dating itself to the Macadam. Whether it began at the North or South rail, I don't know but it is all laid on this (South) side of the North rail, leaving a considerable portion between the North rail and the sidewalk of roadway (perhaps) unfilled, ungraded and undrained to its level. So that in approaching either the sidewalk or the little landing or steps, you have to drive over the rail and this space.

Ques. This is a Macadamized Street on one side?

A I forget why it was done so, but they said they were required to put 24 feet of Stone (remainder of the sentence undecipherable) They used these broken Stones for the purpose of ballasting the road. If there are ties they are covered by the Stone.

Q The ties make a part of the road?

A Yes!

Q How is it on the South side of the Railroad?

A That is broken Stone, Sir!

Q What is the space between the South side of the South rail and the end of the broken Stone?

A That I could not testify to accurately. There are broken Stone between the two rails. Whether that constitutes a part of the 24 feet, or not, I don't know.

Q You don't know what room there is on the South side of the Macadam for driving?

A No Sir.

Q Do they drive Vehicles there now on the Macadam?

A If they drive, one side, they have to drive on the South side, they have to drive on the Macadam.

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Q Which side do they drive on?

A Generally the Macadam; but also on the other. They have to go there, if they want to go on the North side at all.

Q Is there room on the Macadam on the South side for two Vehicles to pass?

A Yes, because Madison St. is 66 feet wide - yes 80 feet there.

Q There is room between the gutter & the Macadam for two teams to pass?

A Oh, yes;

Q Suppose a Car were passing could the teams pass?

A Yes, the Street is wide enough for four.

Q But on the Macadam?

A Yes I think so.

Q Is there room enough on the North side?

A Of course not - there are two tracks on the road, and the Runoff is narrowed 24 feet, at any rate. But a team will pass in Eight feet easily, you see you could run three teams easily in that - I don't know that you could including the side bench of the road.

Q Does not the Macadam stop on the North side all the way down?

A No Sir, it is macadamized from the City limits to Robey Street apparently where it should be - from Robey St. to the City limits, the Stone seems to be in the middle of the Street - there is no Railroad there - It is only completed to Robey Street - Thus the Stone begins on this side for half a mile to Bull's Head not in the Centre, but on one side. From Langman St. to

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Bulls Head the whole Street is Macadamized - the whole width -
The railroad continues then in the same relative position to the
Street, but the Stone is only 24 feet wide, and is all down
on the South side of the Rail until you come to Robey Street
there the rail stops. From Bulls Head half a mile it is one side.

Judge Goodrich.

Where they have made it for the public, it is in the
center of the Street; for the railroad it is on the side?

Q Yes Sir, West of Bulls Head - East of Bulls Head that
objection does not apply - so far as the position of the Stone
South of the Track is concerned

Objection to all testimony as to value of property was
made by Plaintiffs Counsel.

Objection overruled and - Exceptions entered.

Cross Examination by Mr. Anthony.

Q How far is the Railroad completed?

A To within half a mile of the City limits.

Q From Robey Street West is the Macadam completed?

A I don't know.

Q Do you know whether any of this work of macadamizing
has been accepted by the City?

A No Sir.

Q Have you ever done any macadamizing on a Street?

A No Sir.

Q Then you were asked your opinion as to the condition of a
Macadamized road and have never done anything of that kind?

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- Q No Sir.
- Q You say the objection don't arise before the Bulls Head?
- A No, I said the objection so far as to passing the Stone South of the track don't arise South beyond Bulls Head.
- Q The opinions you have given are based on the present condition of Macdonald Street—?
- A Yes.
- Q Your opinion is it is macadamized west of Robert Street?
- A No Sir. West of Langston Street so far as it goes, as to the verge of the Stone, that is my opinion.
- Q You give your opinion upon seeing it just as it is, and do not know whether it is complete or not?
- A No Sir.
- Q Or whether it is accepted?
- A No Sir, I have no right to know that.
- Q You speak of the macadamizing being only upon one side of the Street. Do you think it is more convenient to the public?
- A No Sir, I know it, I feel it very sensible, I know the fact.
- Q You know what the public desire?
- A Yes, I am waiting out there.
- Q Do you speak the matter with the public?
- A Yes Sir, I am one of the public.
- Q What is the public?
- A Yourself & myself constitute part of the public.
- Q Do you know what I think of it?
- A No Sir.

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Q

I have never been over it - You mean you are only giving your opinion?

A

Yes! I know it is inconvenient for the public

Q

How do you know it?

A

Are you asking the question seriously? I certainly thought you were joking. Why Sir, you cannot drive with any degree of convenience & consequently it is inconvenient, from the South side to the North side. You cannot approach the little platform that reaches across the gutter in front of the House! I occupy with any convenience. When I drive up my family home to get out and walk through the mud.

Q

What do you mean?

A

When I drive over with a carriage I have to keep it away from the steps to approach my door & the family go thro' the mud. I call that inconvenience to the public, and those who come to visit me, who are a part of the public.

Q

When the Cars are not running on their track, can't you drive on their tracks?

A

Yes, but I am then 10 feet from the Platform - You can't drive on it without inconvenience.

Q

How you object particularly to laying the track upon one side and putting the Macadam on the other side?

A

No Sir, I do not object to laying the track on one side, but laying it to the stone on side. I don't raise any objection to the position of the Railroad track, but you lay the stone all on one side here.

Q

I have never seen it - You have the advantage of me!

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Q I will instruct you all I can Sir.

Q Do you think it damages the owners of property on the North side by being macadamized on the South side?

A It don't benefit them. If the railroad track was not there I don't know that it would damage them.

Q Are you opposed to a Horse Railroad?

A No Sir, I am very strongly in favor of it. I would do everything to do it.

Q I understood you to say the other day that you were interested to defeat this Agreement?

A No Sir, not directly.

Q Have you taken any measures to defeat this agreement since Saturday?

A No Sir, no business will testify.

Mr Merrick Now I think very unlikely. I sent my clerk up to get him to give me some aid & he declined.

Witness. I have taken my interest for nonresidents; & when you are a non resident Sir; and have me a trust I will faithfully perform it as I have this one.

Q You said that the Macadam was laid 18 inches deep?

A No Sir, I said there was a fall of 18 inches from the Summit of the rails to the level of the road the mud. I don't know the depth of the Macadam - anything about it.

Q I thought you had given your opinion as knowing all about it?

A No Sir. It comes up about to the level of the rail on the South side the Rail is about even with the Macadam.

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Q. Once the rail is 18 inches above the ground by the gutter?

A. Yes, I could not judge how deep the Macadam was from the height of this Rail above the mass of the Road.

The Court. Was not the dirt as high before as now?

Q. Yes; but how deep the stone was I don't know.

Q. Have they put in any dirt?

A. I don't know. I don't understand they have.

Court. Were you there when they made it?

A. No Sir.

Q. Were you one of the Petitioners to have this Macadamized?

A. I think I was not.

Q. Do you know?

A. I think not. If I was there would be nothing wrong in it. I think I would sign a Petition again to have the road properly graded, if it could be done properly and not too heavily assessed.

Q. You judge of it just as you see it at present? just as you would judge of a house incomplete?

A. Yes.

Q. Just as you would judge of any other thing?

A. Yes, just as I would judge of you.

Q. Just as you judge of everybody else?

A. Yes, knowing that there is always room for improvement.

Direct Examination resumed by Mr. Merriak.

Q. You are asked if this is convenient. You say that it is not convenient up to the point where the Railroad terminates; Do I understand you so; and beyond that it is laid in

a different position relatively to the road?

A Yes Sir,

Q If when the road is completed, there is no Stone laid on the North side of the Railway Track, the objection would exist still in the road so completed?

A Yes, unless Stone is laid on the North side.

Mr. Ashmole. That is your opinion?

A Yes Sir, it is my opinion. It is so along the Railway & where the Railway ends, there the objection ends. This particular objection. From the fact of the Stone being now laid in the Street (beyond Robey Street), it will be equally distant on each side, leaving Stone North of the track.

Mr. Ashmole. You could judge better when the road is completed?

A Not if it is completed in the present line.

Court. I understood you to say that from the North Rail of the track to the South side of the Meadow is 24 feet?

A I think it is, there may be more.

Mr. Crocker. I understood you to say 24 feet from the South Rail?

A I could not state. I get it from observation.

Court. I understood you to say a Car could pass 2 Carriages. & they could conveniently pass in 8 feet. that would make 24 feet South?

A Yes there may be so much as to admit the whole 24 feet being passed on the South side: but I think the track is included in the 24 feet.

Court adjourned until 11 o'clock,

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Asa P. Bradley, called by the Defendants being duly sworn & examined
in Chief by Mr. Merrick & testified as follows.

Q What is your occupation?

A Engineer and Surveyor.

Q State whether you were acquainted with the condition of
Madison Street West from Sangamon St. to the City limits before it
was macadamized?

Objection to - Objection overruled
Plaintiffs Counsel excepted.

A Yes Sir.

Q Are you acquainted with its condition now?

Objection to - Objection overruled
Plaintiffs Counsel excepted.

A Yes Sir, I have examined it at the request of some parties.

Q What was its condition before it was macadamized?

A It was in pretty fair condition. Some portion of it was
planked. It was also planked - one portion of it with two
lengths of plank & the other with one - double single track.

Q Was the track in a good state of preservation?

A Some of it was. It was single track from Reuben St.
West. Double track from Reuben St. east to Sangamon. It
was passable although some portions of it was out of repair.
It was repaired occasionally as it wore through. It was kept
generally in pretty good repair. Some portion of it has now
replanked.

Objection to - Objection overruled.
Plaintiffs Counsel excepted.

Q How was it blanked?

A I cannot tell the exact date - It was 4 or 5 or 6 years ago.
It was repaired from time to time as it failed by wear.

Q Was there any difference in the condition of the plank from Hudson Street West and East?

A I should think if there was any difference, it was in favor of that portion West of Hudson Street in the single track.

Q What is the condition of that road now West from Longwood Street to the City limits?

A Not so stout to drive upon it is in a very bad -

Q Why.

A Because it is obstructed by the structure of the Horse Railroad, in the first place, and in the next it is filled with broken stone. Broken in the main too early to look.

Q Do you call it macadamized?

A Some call it so. I should not think it was entitled to the name. I think the name of Mc Adams would be rather disgraced by calling it so. I should not like to call it so.

Q Describe a Mc Adams?

A Macadamized Roads and the Roads laid down in the Park,

Mr. Merrick Also understood in Engineering

Mr. Broady And understood by Engineers, are to be of hard broken stone of a hard quality, broken fine enough to pack by hand & the size according to the best authorities & the opinion of the best Engineers is from 2 to 2 1/2 inches of maximum dimensions. The City's Contract calls for 2 1/2 inches, which is within the limits and the Contract calls for half stone and it is not half stone.

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Mr. Anthony desired the Court and Reporter to note that he
excepted to each of these questions.

Witness. 2 1/2 inches is allowed for the maximum dimensions, as
undiscriminatingly down as fine as it happens to break by the hammer,
from the best authorities I have consulted. A very small fraction
of the stone on this road is broken as fine as that.

Q What is the size of these stones generally?

A They range all the way down from a foot and a half
in diameter.

The Court. A foot and a half in diameter?

A Yes Sir, and I don't stretch it either, down to a quarter
of an inch, - down to dust.

Q Are there many of these of the size of a foot & a half?

A Not a great many of these, yet a good many too.
The structure of the Railroad is based upon that class of stone,
varying from a foot and a half down to 4 inches, just as they
came out of the quarry. That is all I have seen put down.
I have travelled over there all Summer & have observed the
character of the structure very closely - perhaps more closely than
I ought to have done, not being interested.

Q I requested you to examine the other day. State the
result?

A I made about 50 tests. That is I dug about 50 test
pits. I went on with help and dug about 50 holes in the
road, through to the ground. The ground was frozen very
hard & I could easily detect its surface. We could not tell the
stones from the surface. I had to properly test the surface of it.

digging these holes and replacing the stones. I discovered that $\frac{2}{3}$ of them were above the required diameter. They were varying from 3 to 5 in diameter. Not more than $\frac{1}{3}$ were broken small enough to come within the Contract - $\frac{2}{3}$ were too large - $\frac{1}{3}$ came within the Contract.

Q How deep is the Macadam?

A The Contract calls for 16 inches from Sangamon to Reuben St. and 14 inches from Reuben Street West. The whole number of tests was lumped together; the whole number of test pits I dug gave an average of $\frac{3}{4}$ inch wanting on the whole track. The depth varied from 9 to 16 inches.

Q How is it situated?

A From Sangamon St. to Reuben St. it is spread properly over the surface of the Road from the Centre rock way until it gets to full width. The Railroad track is put down near the middle, conveniently located. Still the Macadam does not come up to the top of the rail by considerable. If the amount called for in the Contract were spread upon it, it would bring it about to the surface of the rail. The rail is above the travelled road.

Q How is it made up the track?

A That portion of it lying between Reuben St. & Reby St. is Macadamized 24 feet wide. This upon the South side; the travelled road is by the side. The Railroad structure is put upon the North side leaving about one foot of Macadam, sufficient to ballast the Crops bed. The balance of it lies on the Railroad track. That leaves the portion north of the Railroad track, except one foot, to build up the Railroad, below it about where the

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Natural surface was

- Q How far below the Macadamizing surface?
- A It varies along from 10 to 14 or 16 inches.
- Q How many feet from the Northern edge of macadam to the sidewalk?
- A Well, it leaves about 10 feet to the ditch - two feet of macadam - of dirt track.
- Q When was that Railroad built there?
- A This last summer. I don't recollect exactly - along during the latter part of the summer. The macadamizing was put on along about the same period - They went along generally together as though they were married together.

Mr. Anthony What went along?

Witness. The Macadam and the Railroad.

- Q Which kept ahead?
- A Sometimes one and sometimes another. It was like a family.
- Q How is the Macadamized portion of the Street beyond the terminus of the Railroad?
- A It is just upon the Centre of the Street.
- Q Does it differ in that, from that part of the terminus?
- A Yes Sir, Yes Sir, it makes a fig of one half of the width to the North; or about that - one half the width of the macadam.
- Q For public convenience is that road in as good a condition now, as it was before the Macadam was laid there, would you say as a professional engineer?
- A I should not think it was - not as pleasant a road to use. I think I should show it in preference to going on it.

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unless it was a very muddy time.

Q I speak of it as compared with when one plank was down?

A It is not in as good a condition. It is not as pleasant to travel.

Q Within your knowledge has the travel upon that street by Vehicles lessened since the Macadam was laid down?

A Yes, I think it has, mainly however to the Railroad, the to the Macadam.

Q Take away the Railroad?

A Then the plank Road would be much the pleasantest road, until the Macadam was finished or completed or put in a condition to travel. It is not in such a condition now - Some stones are large and don't pack.

Q Where are they working now on the Macadam?

A I don't know. I don't know that they are working at it at all.

Q Did they proceed in their work westward?

A Yes, so far as my observation went, they went Westward.

The Stone put on the South side of the road to the end of the Railroad. The Railroad terminates at Roby St. at the $\frac{1}{4}$ Sec. corner. I don't know how far it is macadamized. I didn't go over the whole length of it. I was told it was not completed. I went in front of Col. Hamiltons 30 or 40 rods perhaps. It may be done to the forty limits for all I know.

Court. What proportion of these Stones are a foot and a half to six inches?

A I could not say. They are covered by broken Stone.

Court. In the construction of Macadam do they ever bottom on such Stones?

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Q No Sir, it is not approved by any authorities I have ever
seen or any Engineer I have ever conversed with: but condemned.

They never bottom on these Stone for the reason is that small
stone will not pack on top of large stone, or large ones with
small ones. When there is a large stone, with a small one,
when a wheel rolls over it, it has a leverage upon it & it
loosens everything that lays upon it. The team hauling over it
operates on the large stone. & loosens everything about it: while if
the stone were broken and brought down so that the wheel or
tire will press right upon it, it packs it at once. If the stone
are all of a certain size or under that such as will go in the
interstices, the tendency is to pack; while a large stone, if a
weight is brought upon it looses all upon it.

Q That would be necessary not to make this not a disgrace
to the name of Macadam?

A It would be necessary to overhaul the whole of it and
break it with a hammer and make a smooth surface. You would
have to overhaul the whole of it under the Railroad and also
bring it under the Contract. There is no part that I recommend
that comes under the Contract - Stones instead of $\frac{1}{4}$ of an inch
are 4 inches and all the way between. You would have to
take up the large stones down to the bottom & break them all up.

Judge Goodrich

Did you observe the Stones they filled in between the ties
when they were building it?

A I saw various parties at work from time to time, but never
questioned who they were ^{myself}. I took no interest in it, any more than

novelty of the thing attracted my attention. I had no interest in looking at it, except as an Engineer.

Q You don't know who ballasted the road the City or Co?

A No Sir. I have only heard - that is not the point.

Q Were these large stones in any way required or useful for the railroad?

A No Sir - they are entirely discarded by all Railroad Engineers & by all Railroads in use or constructing now, that I know of in the U.S. They balast with broken stone or gravel - They put large stones under ties at all for very many reasons. I can tell them if the Court wants them.

Mr. Merrick

Is there not difference of opinion?

A I don't know of any two opinions - Since the Lowell & Boston R.R. was rebuilt. I believe it has been discarded by every Engineer - Since these large stones were taken out and wooden ones put in their places. They were laid on stone ties or pairs.

Q How wide is that Macadamized portion of the double track?

A I have a memorandum of it, but I have left it. It holds up to the Court however.

The Court - Should it be in the Centre, or on one side?

A That would be matter of opinion - The convenience of the public would call for it in the Centre. Parties living in front of a corner of the Street, who are a part of the public & interested as much as any portion would claim that they have a right to approach the Centre of the travelled track as much as their neighbours on the opposite side. Hence the Centre would be my

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Circuit.

Q How wide was that Meadow?

A I have forgotten. I have lost my Memorandum; but they are up to Contract. That is called for in the Contract.

Q You are positive?

A Yes Sir, I measured across in a number of places & I should not want to discount anything on the width. It varies in width.

Mr Murrik said he would offer in evidence the Specifications and asked Mr Cleveland as Superintendent of Public works for reference to them.

Mr Cleveland - The one in the Contract is the original one; this one that I have is a Copy I have carried in my Pocket.

Mr Murrik said he would introduce the original, separate from, & without the Contract.

Mr Cluthery objected.

Further discussion ensued; Mr M said at one time, that he would offer the Copy in evidence; but finally the examination of Mr Bradley was resumed.

Q How wide is the full width of that Meadow?

A I have lost my Mem: but I think it was 34 feet wide. That we could not measure satisfactorily & for that reason we are not fully fixed in relation to it. We could not define the limit of the Meadow, there was so much snow and ice upon it. It is about 34 feet wide.

Q How wide is the Street itself?

11/2
Q 80 feet - the original bed of the Street is 46 feet the way
it is graded. How the gutters. How the sidewalk.

Cross Examined by Mr. Anthony.

Q Where do you reside?

A Chicago.

Q Whereabouts?

A I board on Madison Street. I don't recollect the
East Madison - at Mrs. Jones at present.

Q What did you say your business was?

A Civil Engineer and Surveyor.

Q Any difference between an Engineer and Surveyor?

A Yes Sir. Engineers are more particularly engaged in
constructions, than Surveyors - Surveyors are used for finding
measured areas - laying out land. That is called a Surveyor.
An Engineer is engaged upon the construction of Public Works, Rail
roads - bridges, Canals.

Q How old are you?

A 49 this month.

Q How long have you resided here?

A 21 years next June.

Q What is your business in this City?

A Surveying mostly.

Q Have you followed the business of Engineer within that time?

A Yes Sir. I have been engaged 6 years Engineering.

Q Where?

A Part of the time in South America, part in California, part
in the Sandwich Islands, part of the time in the State of Illinois.

In Illinois I helped locate 40 miles of Railroad & built \$5 of it.
the St. Charles Air line Railroad - The St. Charles Havana
R. R. too.

Q What kind of a Railroad?

A To run a Locomotive on, to draw passengers, gentlemen
and ladies, Cattle & Horses.

Q How long was that Railroad?

A 2 1/2 miles.

Q What was that in the Sandwich Islands?

A That was running parallel lines - Engineering Surveying
are surveying in most cases.

Q I understood you to say there was a difference?

A There is a difference - Engineers are more engaged in the
construction of Public works and a Surveyor upon lines - If
that is wrong, it is about as good as I can give.

Q Have you examined the Contract, between the City, the
contractors?

A Yes Sir, I examined it I think about 4 weeks ago.
I did not examine this work on Madison Street, while they were
constructing it only more than to observe it as an Engineer
passed along attracted to it by its novelty.

Q What was the novelty?

A Making a Railroad of Cobble Stone & putting in stone so
promiscuously from 11 inches or a foot down to dust & call it
Macadam. I observe great novelties. I am not very observing
but I observe great novelties.

Q How was your attention first attracted?

Q Last Summer, I can't state what part of the Summer because I did not pay so much attention to the time as the things I don't recollect the time because I didn't think it worth noting down.

Q I thought your attention was always arrested by a novelty?

A Time is no novelty. It was during the Summer.

Q Have you a good memory?

A Pretty good.

Q How many holes did you cut in the Street?

A In the neighborhood of 50. I can't state because I did not count them. I know the depth of every solitary hole. I didn't dig the holes. I had a couple of men who dug them better than I did.

Q Who furnished them?

A They were furnished by those who employed me.

Q Who employed you?

A Mr. Burris (!). I believe Captain David Macintosh, Mr. Thomas H. James. I don't recollect the names of all of them. Very respectable looking men.

Q I understood you to say the road was bottomed on stone from D to 178 inches?

A Yes, and a foot and a half. I said there was stone in there of that size. The street is bottomed a good way down the Macadam I mean.

Q You stated that you had consulted authors upon this subject? What author did you consult?

A I don't recollect now, but I have read.

Q But I understood you had consulted authors upon this subject of Macadamizing?

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Q I don't recollect them now. I have been reading 24 years.
I learned my engineering long before now. I have consulted
various authors,

Q State one?

A There is Nicholson is one.

Q Have you that work?

A I have not had it for a good many years.

Q But upon this question of Macedonia?

A No I don't say so. you misunderstood me. I meant to
refer to the works I have frequently and from time to time
read for the purpose of informing myself in my profession.
If that was not what I said I say it now.

Q Didn't you say you had consulted authors upon this subject?

A I will state now what I intended to say.

Q What did you say?

A I don't recollect.

Q I understood you to say you had a good memory?

A I don't know whether I have or not. I think I have.

If you have not got it down you are unfortunate; but if you
now are to state I will let you whether I did or not.
I did not consult —

Court (interrupting)

The language I have got down is "there are the
dimensions given by the best authorities."

Q What authorities did you rely on?

A I cannot recollect them.

Q I want to know the best authorities?

A I am not going to put you. I shall give my opinion and you can have that.

Q I agree not to read your theories!

A You have enough of your own.

Q Do you say Nicholson treats of Macedonia?

A I think it does - it is my impression.

Q Who was Nicholson?

A An English Author, and it is my impression he treats of Macedonia.

Q If it should turn out that Nicholson was a Carpenter & Joiner? it would be a mistake?

A Oh yes Sir. I recollect he was a Mathematical Publisher He lived in England. I don't know just I know the wrong one is Stephenson.

Q Which Stephenson?

A I don't know.

Q How many Stephensons are there?

A I don't know.

Q What was his given name?

A I don't know.

Q Was it the Surveyor or Engineer?

A I don't know.

Q When did he die?

A Not a great while ago.

Q How many Stephensons have there been?

A I don't know that there have been a great many - this one

was an Engineer - He has written Articles that have been published in the Railroad Journal and Silimans Journal. I have not read anything upon the Subject of Macadamizing lately, but I have my impression.

Q Did Stephenson ever do any Macadamizing?

A I don't know.

Q Do you his life has just been published?

A No Sir.

Q Have you named any other Authors you consulted?

A No Sir. I have read on this subject - that is what I wish to be understood. I have read upon the subject of macadamizing.

Q I presume you are mistaken there - Mr George Stephenson was an Engineer and died only last year. His Son was Engineer of the Victoria Bridge?

A Yes Sir.

Q Do you mean to be understood that this Railroad was ballasted with blocks of large Stone?

A I say the Stone Railroad was put upon large Stone.

Q Do you say no Railroads in the U. S. are upon Stone foundation or abutment?

A I don't of any except the Lowell & Boston R. R.

Q You don't keep yourself posted in Railroads?

A No Sir, not fully.

Q Not with Engineering?

A No Sir, not very far.

Q You do not know that they are now relaying a portion of a Railroad in England and making it of Stone?

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- Q No Sir.
- Q You have heard of the Birmingham & Liverpool Railway?
- A Yes Sir.
- Q Have you read the Railroad Journal lately?
- A No Sir.
- Q If you should find out that in New England they were
relaying their Railroads on Stone —
- A (interrupting) The objection to the Stone on the Boston & Lowell
R. R. was that it used up the Iron track — I consider that lay
stone is the best to lay a Railroad on.
- Q What was this difficulty on account of the snow & ice?
- A It was covering the outer edges of the road.
- Q Is the Macadam laid in the middle?
- A That portion to Sangamon is laid in the middle of the Street.
from the middle road way, from Hobbs Street West, it is laid in
the middle of Street, so far as I went. between Hobbs & Hobbs
St. it is South of the Curve.
- Q Did you measure?
- A It is plain enough without measuring I am sure. I took
the width. I did not measure to see whether the Macadam was
laid in the Centre — the Street is of different widths 66 to 80 feet
in width — Madison Street is 80 feet in one place and 70 feet
in another or 75.
- Q Can you explain what Mr. Herbert meant, when he said
there was a fog in Madison Street?
- A I don't know but I can.
- Q Explain, why the Macadam is laid so?
- A I don't know.

Q Is there a jog in the Street?

A I don't know, there are jogs in the fence. I don't know where the City line is laid, and what is not the Street - two of these jogs are beyond Reuben Street. I measured for the depth only. I observed the jog - I don't know how wide it was beyond Reuben St. - I think the original road here was 46 feet between Reuben & Sangamon St. - I did not measure it. I am not much mistaken - that is the width graded.

Q Have you ever done any 'macadamizing'?

A I never had charge of one.

Q Do you know whether this contract is completed?

A No Sir. I took the road, as it appeared, & gave it to you just as it is. I don't know whether the work is done or not, or whether it is in a state of progress or not, or anything about it. I give it just as I examined it about 4 weeks ago.

Q How wide is the Macadam between Reuben & Sangamon St.?

A I don't know. I lost my Memorandum. I don't know how wide it is from Reuben Street to the City limits. I did not go beyond Bob: Hamilton's.

The Court - (Wilson)

Q If the contract required a road of broken stone of a maximum diameter of $2\frac{1}{2}$ inches - 16 inches deep - what would you call that road?

A I should call that a 'Macadamized' road.

Q How large were these stones?

A I observed some being put in where the road was being

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constructed, a foot and a half wide. I presume there was about $\frac{1}{3}$ broken according to contract, and about $\frac{2}{3}$ from 6 inches down. I had a copy of the contract with me.

Court Then as a macadamizing operation, these two feet stone would not answer the contract!

Q No Sir - the large stone not at all. I should consider them very poor ballast material for a Railroad. I don't know what use they put it to, except to bring it up to grade, or why the stone was put in around it. I was along occasionally first there and saw the work. I was not charged with the work at all, and did not particularly charge my mind with it. It was filled in around the Railroad as it went along.

Q Was the macadam on the side of the Railroad continued along together?

A I do not recollect distinctly about that, they were both in progress at the same time and went along together - there were stone brought from the Quarry.

Q Suppose a superstructure for a light Horse Railroad, would it not better with a stone foundation, than a Railroad where there were heavy weights going?

A It would be less objectionable - the great objection is the concussion of the locomotive going over and destroying the ties, there is not that objection to the Horse Railroad, when the first comes out they could raise it up, and drive these small stones under the ties, while with the big stone you could not do it.

John Mc Govern called by the Defendants, being duly sworn was re-examined in Chief by Mr Merriek and testified as follows.

Mr. Gullison objected to the testimony of witness in the same ground as in case of Mr Herfort. and also as an interested party. Overruled - Exception noted.

Mr Merriek - Have you any interest in this contract at all?

A No Sir.

Q Were you the original Contractor to construct this Macadamizing Road?

A It was awarded to me Sir. I had nothing to do with putting down the Stone, or superintending any part of the work. I was for the time on the works, and my business was giving Tickets to the Teamsters. I had nothing else to do with it. The Teamsters brought Stone for Macadamizing and for blocking up under the Railroad - they wanted Stone put under the ties.

Q You directed your hands?

A No Sir, I had nothing to do with the hands whatsoever. all I had to do was to give Tickets to the Teamsters when they came for the Stone they would bring from the Quarry - they had nothing to do as I know of, but to haul the Stone in - they were broken out at the Quarry. Some of them at the Works - the contract was for Macadamizing. I did not have hands employed in breaking the Stone. It was Mr Giles, Evans & Co. - they took the job from me.

Q Who were exercising a general supervision?

A No Sir. I had nothing to do but to give Tickets to the Men. No interest in the work whatever. Not a bit, after I sold out to them.

121 Q Was nothing done on it before I sold out?

A Did you give Tickets to the Teamsters that hauled these large Stone?

Q Yes.

Q For ballasting the road?

A Yes Sir.

Q Was that part of your work under the Contract?

A Well I don't know, these teams were at work for Lyles Evans & Co. The tickets were for every load they would haul. I was on Madison St. I did not stop on the works until it was fixed. I worked I believe on the last day of the fair, and not after that. They hadn't finished. They have carried out the Stone as far as Robery St. but it was not finished. The Railroad was as far as Robery St. The track progressed along as the Stone were delivered. They were put in for ballasting the road.

Q You have sold this entire Contract to Lyles, Evans & Co.?

A Yes Sir, I was paid for the month as long as I was there & gave Tickets.

Q Did you certify how much work was done?

A No Sir, how many loads were delivered.

Ques 2. Didn't you direct where to dump their loads?

A No Sir, there was a man who did. All the Stone brought on the work was the same. These Tickets were for Lyles Evans & Co.

Q The Stone was dumped in the Street & used as ballast for the road and the Railroad progressed along with the delivery of the Stone?

A Yes Sir, Mr. Fuller of the Railroad Co. was to give orders.

Q To you?

A No Sir, in relation to the dumping - He used to go there and have his men lay out the track along as the Stone was delivered and gave orders where to put it. He was there once in a while - His men were there all the time they laid the track.

Court. Did they commence the R.R. and the hauling of the Stone at the same time?

A I think they commenced at the same time your Honor. I know no thing - I heard Mr. Gies come repeatedly and give his men to break the Stone according to Contract & fulfil the Contract.

Q Why was the Stone laid on the South side?

A It is laid on the North side. I think it is in the Curve and over the Centre about as far as Reuben St.

Q How is it beyond there where it is only 24 feet broad?

A I don't know exactly where the Centre of the Street is there.

Horace Hopkins called by the Defts being duly sworn was examined in Chief by Mr. Merrick & testified as follows.

Q Where do you reside?

A On Madison Street.

Q Have you any Agency or did you act at the instance of any one in circulating a Petition to have Madison St. Macadamized?
 Objected to.

Counsel explained the object that R.R. have him.

A No, I never was solicited by the Railroad to do so, I was interested there myself.

Q Were you solicited by Mr. Fuller?

A No Sir.

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Mr John Mc Govern - recalled by Mr Merrick.

Q Did Mr Clewance ever consent to this big rock being put in there to your knowledge?

Objection to - objection overruled

Plaintiffs counsel excepted.

Q No Sir. Not to my knowledge.

Horace Hopkins - examination resumed by Mr Merrick.

Q Do you know anything about the size of the rocks put in that road? If so, state.

A Yes Sir, I lived there & was along every few days. Some large ones were laid along under the ties.

Q Who brought these large rocks there?

A Well, the Teams - the same Teams that brought the others.

Q Who supervised and directed where they should be placed?

A I don't know from my own knowledge. I saw a man there. I didn't know him. The railroad was laid generally a little ways & then stopped & there in and kept along up.

The Order of the Council for Macadamizing W. Madison St dated May 23^d 1859 and the contract dated June 22^d 1859; both having been sent for were here brought in.

Robert H. Fox, called by the Defs being only present was examined in chief by Mr Merrick & testified as follows.

Q How you acquainted with the condition of West Madison St. prior to the time this improvement was made and are you at the present time.

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Q. Are you one of the Objectors here?

A. No Sir, I have paid a thousand dollars in this improvement and I will give another thousand to get the Railroad out. I am ready to pay somebody that,

Mr Anthony. I have an Office at 44 Dearborn Street call on me.

Witness. I have paid \$1043. 86 for the Macadam & I will give a thousand more to get the Railroad out.

Q. Did you sign the Petition?

A. No Sir, I said the Street was good enough. & I was opposed to anything else. I was opposed to the Horse Railroad & I thought it was for the Horse Railroad.

Court - When was this Petition circulated?

A. It was early in the Spring - about Feb: 14; I was living out West then. Mr Hopkins came to me 2 or 3 times with the Petition. I didn't see anybody else about it; the Horse Railroad men didn't come to me; then later I was opposed to them.

Mr Anthony. Did the Gas Co have an interest in this Street and improvement?

A. I don't know that they had.

Q. Any other company?

A. I don't know.

Chicago Goodrich Any Copperstake? (laughter)

A. I don't know as there was any on that Street?

Mr Merrick - There was a little around Town?

Mr Anthony. I object to that going in here.

Witness. I may have a chance at another time and place to tell about that thing. (Witness dismissed for the present)

St. W. Bigelow called by the Defts being duly sworn was examined in Chief by Mr Merrick as follows.

Q Were you acquainted with the condition of Madison Street before it was Macadamized & are you acquainted with its condition since?

Objector 10 - Objection overruled

Plaintiffs Counsel excepted.

A I considered it better for public health before than since. It would before compare favorably with any of our plankton Streets in the City. It was plankton one planktonway

Q What is its condition from Sangamon St. to the City limits?

A I live West of Robey St. and I have preferred to drive over to Lake and to drive on a much poorer one Washington Street down Town. I have never driven down because it is so rough that it is a very unpleasant Street to drive on. I have attempted it; I got off as soon as I could. The difficulty is the Stone are too large.

Q Why were they made so large?

A Because they were not broken sufficiently small. I presume it took too much labor to do it. I don't know any other reason.

Q Did you see the Stone when they were brought there?

A I saw a large amount of Stone that was brought East of Robey Street.

Q Did you see any one giving directions?

A I didn't see any directions in relation to breaking the Stone. I saw a good many delivered there and dumped into the Street. I saw a gentleman there whom I have seen around Town. I don't recollect

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None. I saw Mr Mc Govern there giving directions. I presume he would collect the gentlemen, who had charge of the dumping inside of the R. Road track, when the men were putting down the R. Road track. He had charge between Reuben Holmes, Esq. I don't recollect his name, but a young - told me he was Mr Mc Govern's son in law. I took them to be checking Clerks, checking the loads of Stone as they come there, I saw the men putting down the track there; I start up further to put in their grade inside the track in various places, but whether they had charge I could not say. The same men did it. They were laying the ties and stringers of the road, & as the teams came up they were directed where to put the load. For instance a team would stop here - (illustrating by gestures) with a pretty heavy load to haul - I saw them lighten that load and order the Teams ahead to another place inside the track & to put the track in. Who the directions were given by I could not say. I saw it suggested to the teams by the men laying the track, but whether they gave the orders to the Teams I could not say.

Cross Examined by Mr Anthony.

- Q You reside on West Madison Street?
- A Yes.
- Q Are you interested in defeating this Act?
- A I have contributed \$5 towards.
- Q You have done properly there?
- A Yes Sir.
- Q You are one of the Abolitionists here?
- A Yes Sir.

Q Have you employed Counsel?

A No Sir.

Q Does Mr Merrick appear for you here?

A He appears for a Committee. That Committee represent me among the rest.

Q You are one of those?

A Yes Sir.

Mr Anthony Now to exclude the testimony of this witness on the ground that he was an interested party.

Motion sustained and evidence excluded.

Mr Merrick introduced in evidence

The Petition for the Horse Railroad.

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Mr. Gault called by the Defendants being duly sworn was examined in Chief by Mr. Merrick.

Mr. Crocker. Are you interested?

A No!

Mr. Anthony. Have you any property represented here?

A No Sir, not that I represent. We have an assessment and I have paid it on a lot lying on Curtis St & off from Madison.

Mr. Merrick. Were you acquainted with the condition of Madison St before and since this improvement?

Objection to by Plaintiffs - Overruled
Plaintiffs excepted.

A Yes Sir.

Q Give us an idea of it?

A The Street was planked with 8 foot planks & pretty well worn. It got to be what I call worn out. It is true they were better than the mud in a muddy time: but the Street was pretty well worn up. It was generally conceded that the Plank had stood about as long as they could last. I used to use the Street constantly going to and from my house. I lived between Madison and Lake, I went up through that Bridge when it was not plank. I used to travel it pretty often. I speak of from Sangamon St up west to Wood St. It was better than from Auburn to Sangamon I think knowingly. I used to turn off there. From Auburn St to Wood it was better than from Auburn to Sangamon. It was not worn as much beyond Bulls Head as this side - Between Bulls Head & Sangamon I considered them pretty well worn. The planks were fine & the patching were fine. I don't know

that they were originally fine.

Q That is its condition now?

A Well its pretty rough; It has been attempted to be macadamized. It is in a pretty bad state to drive over. I don't call it macadamized. The Stone are not broken properly. They are not broken fine enough. There is lots of Stone on the top of the road as big as my fist. There is more on the surface larger than that I think, but there are lots of them in the bottom larger than that. I saw them macadamized this road. I passed it almost daily until they got up pretty well then I sought some other way to go home - disturbed by the power &c.

Q Did you observe the manner of doing the work?

A I can only judge from what Mr Bigelow said. I have seen men at work. The Railroad track was laid down first and underpinned with these large Stone between the ties - The track kept as near a flat distance - Sometimes not so far. depending on how they got their timber out. It seemed to be leveled up with the large Stone. The first Stone delivered were the thin top Stone from the quarry, - hauled over from the quarry - calculated to be broken there. The track was underpinned by these Stone under the ties - They were brought there right from the Quarry.

Count You say these Plants were fine?

A They were patches with fine, but the originals I think were oak. The plants were pretty badly worn. I think the Spring before, or the winter, Mr Parvates took his buxess off for a short time. The road got so bad he could not run it. I am not positive. I know we had a there for a short time. &c. occasionally used to come down in buxess. It was occasionally very

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road in the Spring where it has been cut through.

Cross Examined by Mr Clouston.

Q What did you say your given name was?

A James.

Q You reside on this Street?

A No Sir, on Wood St between Madison & Lake.

Q Where the water & gas pipes & sewerage put in the Street at this time, previous to this time?

A I think they were as far as they went. I think they put in a front of the Waterpipes afterwards. The sewer was put in before the Moorsdam was done. I think the gas was not put in until after.

Q The original road was a bad one?

A Yes, a pretty bad road. They have a good side track.

Q Had the Omnibuses been drawn off on account of this?

A No Sir, only for a few days, when I speak of.

Q Did you sign the Petition?

A No Sir, I think not. I don't recollect who circulated it. I never saw it unless your paper here is that.

Q There are two Petitions?

A I don't know anything about that.

Q You have seen this track frequently?

A Yes Sir, I rode over it & yesterday.

Q They can drive horses over it?

A Yes, I can drive horses almost anywhere.

Q On this Street?

A Oh! Yes!

Q I have never been over there & the other witnesses stated it so that I thought you could not go over it safely?

A You can go where the Cars run, outside of that it is pretty rough. Where the Cars are not running it is very easy; but it is not very easy to get out. I have buggy that runs pretty nice in it. I drive that buggy generally where it is in order.

Q There are not many large ones on the purpose?

A No all purpose outside of the track.

Q You said the Stones were as big as your fist. How big is that?

A (Holding up his fist for the inspection of the Court)

That is my Master. On the bottom I can find plenty bigger than that but I saw them there at the time and can dig them up. I want to complain to the Sup^t at the time, as a Citizen. It can be made a good Street by digging out these Stones & beginning again taking it all up.

Q Is the work completed?

A I don't know.

Q Are not two roads generally pretty rough?

A That depends on whether they are founded small or not.

Q An incomplete road may be rough?

A Very likely any road would be so. It depends on what is made of. If it is Solid gravel it would be tolerably smooth after it was done.

Q Throw up a road in the Country and it would be pretty rough?

A That depends on whether you left it smooth or rough. This road

133 is left rough. It can't be made smooth with the present plans unless they are broken first. If it is left rough, it will stay rough.

Q Have you ever given your opinion in regard to this Street?

A Yes. I think I have expressed it pretty freely. I told the Supt., Mr. Cleveland that I thought it was not being done according to Contract - they were not breaking the Stone. For I saw the Specifications when they were drawn up in the Supt. Office - Mr. Cleveland said he would attend to it. A few days after seeing it was not being attended to, I saw him and he said Alva Fuller said he would just as leave have the Stone laid under the Railroad track as not.

Q Have you ever expressed a different opinion about this macadam?

A No Sir, not unless it was thoroughly overhauled.

Q What Fuller was that?

A Fuller, the Railroad man! -

Robert H. Cross recalled and further examined by Mr. Merrick

Objected to - Overruled - Recrossion noted.

Q I desire that he may correct a mistake as to the plank?

Mr. Clutton - I don't suppose he wants to advertise.

A No Sir, I don't want to sell it.

Q What was the condition of that plank?

A I don't think they are more than half worn. I have seen some of them. Some of them are lying in my yard piled up.

Q Were they used by the City authorities or anybody else?

A I don't know.

Cross examined by Mr Anthony.

Q Did you take them up?

A The boys took them up, I paid for them, I have got them. I concluded that if I owned 600 feet that paid for this plank I would have them and I owned them. I told them if they drew them away I would make them pay for them: once they might draw them into my yard. They concluded to draw them to there & I took them under my protection. I was a little mad at that time.

Q How you have now got some of the City's plank?

A No Sir, I paid for them myself.

Q Are you aware that all the plank laid on the Street belongs to the City?

A I am aware that when I paid for plank on the Street that plank belongs to the public, but when it is taken up I claim that it belongs to me. That's what I claimed on the Street & I got them. If the plank were to be used for the purpose of the Street, that I have paid for they belonged to the public but when it was to be taken off and replaced with something that cost less money as much I claimed it as mine.

Q If you found yourself mistaken in your legal rights?

A I would yield at once.

Q Were you ever told by an Atty-at-law that the plank in front of an individual's premises belonged to that individual?

A I think I was told so when they were taken up.

Q Did any lawyer ever tell you so?

A I would not say certain. We had a quarrel about it.

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He wanted an Alley for the American Transportation to get out. They claimed that they belonged to the City; but we claimed that they belonged to us.

Q If you were shown to be mistaken would you return them?

A Yes Sir, if the Court said they were not mine, I would let them take them I presume I should not ask them. Probably before I ask them I shall get the plants used up & burned up. They make very good kindling wood when they are dry.

Q We don't want to make you pay a double assessment.

A No, I think I have paid enough. If they get them away they will get them away by some process.

(It was agreed that Mr. Tylehart, Mr. Rufus Taylor for Def - Mr. Shelby for Plff should make an estimate of the best valuation of the property in question May 18: 1859.)

Mr. Cluskey offered in evidence a Map or profile of Madison St.

Mr. Merrick offered in evidence the Contract under which the work was done. also

The Petition to the Common Council for the work.

Objection to. Objection overruled and Excepted.

" This Agreement made and concluded this Twenty second day of June A. D. 1859 between John Mc Govern of the City of Chicago, County of Cook and State of Illinois party of the first part and the City of Chicago party of the second part

Witnesseth That the said John Mc Govern for and in consideration of the payments to be to him made by said City of Chicago as hereinafter mentioned hereby covenants promises and agrees to furnish all material and grade and macadamize that Madison Street in said City from Sangamon Street West to City limits, and shall complete said work from Sangamon Street to Reuben Street within sixty days after the Sewer is laid, and within ninety days thereafter to Reuben Street and within sixty days after that date last named to complete the whole job to City limits.

The said John Mc Govern further promises and agrees to perform all of said work under the immediate superintendence and direction of the Supt. Public Works and to his full and entire satisfaction approval and acceptance,

Specifications.

The road bed between Sangamon Street and Reuben Street shall be well graded Thirty eight (38) feet wide to an average and shall crown at least six (6") inches in the center.

The roadway between Sangamon and Reuben Streets shall be macadamized Thirty six (36") feet wide with good round Stone broken to a maximum diameter of two and one quarter ($2\frac{1}{4}$) inches and spread upon the Street to an average depth of Sixteen (16) inches, measured upon the Street.

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From Review Street West to the City limits the roadway shall be graded Twenty eight (28') feet wide and crowned five (5") inches in the center and shall be macadamized Twenty four (24') feet wide with good sound Lime Stone broken to a Maximum diameter of two and one quarter ($2\frac{1}{4}$ ") inches and spread upon the Street to an average depth of fourteen inches (14") to be measured upon the Street.

And the said John Mc Govern further stipulates and agrees that all material to be used and all labor performed in and upon said work shall be subject to the inspection of said Supt.

The said City of Chicago hereby covenants and agrees to pay to the said Party of the first part the sum of Twenty or thereabouts Seven hundred twenty nine and forty four (64/100) dollars (\$729.64) payable Monthly as the work progressed up or estimated to be made by said Supt. The said City of Chicago reserving two per cent of the amount of such Estimates until the whole job shall be completed and accepted as heretofore mentioned. The said Estimates and each and every of them shall bear interest at the rate of ten per Centum per annum from their respective dates.

Provided no payments shall become due or payable by said City of Chicago except the amount of such payments shall have been collected by said City upon the Assessment levied for said improvement.

In testimony whereof the said John Mc Govern has hereunto set his hand and seal and the said City of Chicago canstake signatures of the Mayor, Comptroller and Clerk and the Corporate seal of said City to be hereunto affixed the day and year first above written.

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(signed) John Mc Govern (Seal)

(Corporate
Seal)John, C. Haines - Mayor
Samuel D. Hara - Comptroller

Attest. At, Kressnaus City Clerk."

"For a valuable consideration I hereby assign also my
rights title and interest in this Contract to Messrs Hies, Evans & Co
Chicago, June 24 1859,

John Mc Govern."

"Know also Men by these Presents that we John Mc Govern
as principal and William Hies and John C. Evans as parties
also of the City of Chicago Cook County and State of Illinois are
hereby and jointly bound unto the City of Chicago in the sum of
Twenty thousand dollars lawful money of the State of Illinois to the
payment of which well and truly to be used we bind ourselves
our heirs executors administrators and assigns and every of them
jointly by these Presents

Sealed with our seals and dated this 22^d day of
June A. D. 1859.

The execution of the above obligation is such that
whereas the above bounden John Mc Govern did enter into a
certain Contract with the City of Chicago for grading and re-
macadamizing West Madison Street in said City from Sangamon
Street east to the limits of said City, which said Contract is
hereunto annexed.

Now therefore if the said John Mc Govern shall fail to

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fulfil said contract according to the terms and specifications, and to the satisfaction approval and acceptance and at the time in said contract mentioned and provided: And in that case this obligation shall be void and of no effect, otherwise to remain in full force and virtue.

John Mc Govern (Seal)

John Spies (Seal)

John L. Evans (Seal)

(Copy Petition)

To the Honorable the Mayor and Common Councils of the City of Chicago.

Gentlemen,

We the undersigned owners and representatives of property owners on West Madison Street between the Junction of the South Western Plank Road and the City limits would respectfully represent to your Honorable body that the Petition & Proposition for the improvement of said Street formerly submitted to your honorable body, for this Section of the road, would be onerous and burdensome for the property holders to pay as there are but few residents now on the Street for the distance of over a mile in length. We would therefore petition your honorable body that you grant an order for the improvement of said portion of the Street by macadamizing the same, and that the macadamizing be limited to the width of Twenty feet and the depth of fourteen inches, instead of thirty six feet in width as has been formerly submitted, which in the opinion

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of your humble Petitioners, would answer every practical purpose

| Section | Number of feet | Names |
|---------|----------------|------------------------------|
| 1/2 | 30 | William Hatcher |
| 1/2 | 132 | M. F. Tully |
| " | 289 | Robert A. Hamilton |
| " | 600 | C. Follenberg |
| " | 60 | B. F. Blackburn |
| " | 300 | E. R. Smith |
| " | 45 | Yates, Warner, Chalmers & Co |
| " | 310 | A. H. Hoodworth |
| " | 260 | M. Dorothy |
| " | 242 | Philip Deane |
| " | 39 | Thomas Chalkfield |
| " | 39 | A. F. Weinmann |
| " | 30 | Richard Martin |
| | | Wm. Hatcher |
| | 41 feet | A. J. Slack |

Chicago July 23rd 1859.

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"To the property owners on Madison Street, between Sangamon St. and the City limits. We Arthur L. Evans & Son, propose to improve the Roadway and macadamize said Street Fourteen (14) inches deep and Thirty six feet (36) wide with Stone broken Two and one quarter inches ($2\frac{1}{4}$) for the sum of Seven Cents (7) per Cubic foot, ^{the} work to be commenced and to progress after the construction of the sewer, and laying of the Gas & Water pipes on said Street from Sangamon Street to the intersection of South Western Bank road

A. L. Evans (Seal)

E. L. Evans (Seal) "

"To the Honorable Mayor and Common Council of the City of Chicago.

Gentlemen.

We the Owners of property on West Madison Street between Sangamon Street and the City limits request your Honorable body to pass the necessary orders to improve said Street in accordance with the accompanying proposition of Arthur L. Evans & Son. And we hereby agree and covenant to pay for such improvement at the rate in said proposition stated for the number of feet set opposite our respective names, and to pay also our proportion for improvements - the intersection of Cross Streets with said Madison Street - and also our proportion of the expense for laying the necessary assessments and Superintending the same And as we duly bound we will ever pay.

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| Locality | Set | Blk | No of feet | Names of Owners. |
|---------------------------|-----------------|-----|--|-------------------|
| 17 & 8 | | 64 | 450 | Horace Stedman. |
| near 216 | | 4 | about 267 ft. in S. S. Smith's Subdiv. | H. H. Howard. |
| | | 2 | | John G. Rogers. |
| 260 feet | | | | A. Donnelly. |
| 24 1/4. | | 2 | 60 | B. H. Ransford |
| | | | 60 | B. H. Blackburn |
| See 4 sets 17, 18, 19, 20 | | 59 | 2110 | H. H. Bigelow |
| See 4 | 35 | 62 | 30 | Richard Martin. |
| | | | 132 | Murray, J. Sully. |
| See 17 | | 1 | 50 | Daniel Goodman. |
| | | | 24 | Charles Haddon |
| See 18 | | | 330 | C. S. Deely. |
| See 4 | 34 & 38 | 62 | 39 | Thomas Chackulac |
| See 4 | 64, 65, 66 & 67 | 58 | 120 | George P. Hanson. |
| " 7 | 60 & 61 | 58 | 58 | Julius Brown. |
| Set | 50 | | 55 | H. H. Hamilton. |
| Block | | 3 | 50 | |
| See 61, 62, 63, 64, 65 | | | | H. H. Woodworth |
| 74 & 75. Block | | 60 | 210 | |
| | | | 35 | Thomas Ripley. |
| | | | 800 | Thomas C. James |
| | | | 178 | Geo. H. H. H. |
| See 4 | 110 | 62 | 40 | Chas. Apple |
| " 17 | 10-11 | 1 | 40 | F. R. Armstrong |
| | | | 40 | H. H. H. |
| | | | 50 | Christoph Kopper. |

Q What did you mean when you said it was 22 feet to the

city limits?

A I didn't say so. I said I hadn't measured it up to far, but only to Col's Hamilton's.

Q What Street is that near?

A There is no Street there. It lies to the depth to Col's Hamilton's lands.

Court adjourned.

Court met at 10 o'clock

Thursday, February 9th 1860.

Mr. Merrick.

I offer now to prove that the Commissioners never met to make this assessment.

The Court (Wilson)

Said such proof would be excluded

To which Mr Merrick excepted.

Mr Ward Comptroller was sent for to prove what had been said on this point, but he refused upon appearing that he knew nothing about it.

Mr Merrick

That reserving the valuations to be hereafter brought in by Mr Herfort & Mr Ogden - he would close the case of the defense.

The valuations were afterwards introduced, and which are as follows - (those in Block Book being the valuations of Wetness, Cummings and Ogden and those in Red Book being the valuation of Wetness Sholey.)

Land Trusts

Sub div: of N¹/₂ & N¹/₂ M & 1/4 of Sec 17. T 39, R. 14:

| Lot | Block | Depth | Breadth | Valuation | Name of witness | Valuation of N. P. Tylehart on ground only |
|-----|-------|-------|----------|-----------|------------------------|--|
| 23 | 1 | | (25 ft.) | 1550 | S. H. Kerfoot | \$1500.00 |
| 24 | " | | 25 " | 1560 | " | 1500. |
| 25 | " | | 25 " | 1550 | " | 1500. |
| 26 | " | | 25 " | 1550 | " | 1500. |
| 27 | " | | 25 " | 1500 | " Corner Lot | 1545. |
| 21 | " | | 25 " | 1550 | " | 1500 |
| 22 | " | | 25 " | 1250 | " | 1500 |
| 211 | 2 | | 22 1/2. | 1100 | " | 1250 |
| 25 | " | | 22 1/2 " | 1350 | " Corner | 1567. |
| 1 | 3 | | 182. | 1125 | E. H. Cummings. Corner | \$12740. |
| 3 | 3 | | 82 1/2. | | | 14537. |

Subn. of Block 5 Duncan's Grove & Block 1. Land Trust Subn. of N¹/₂ & N¹/₂ M & 1/4 of Section 17 T 39 R. 14.

| Lot | Block | Depth | Breadth | Valuation | | |
|-----|-------|--------|---------|----------------|--|---------------|
| 3 | 1 | 211 ft | 1250 | S. H. Kerfoot | | |
| 11 | " | 24 " | 1250 | " | | \$1440 |
| 5 | " | 24 " | 1230 | " | | \$1440 |
| 6 | " | 24 " | 1250 | " | | \$1140 |
| 10 | " | 24 " | 960 | E. H. Cummings | | \$1440 |
| 11 | " | 24 " | 960 | " | | \$1440. |
| 28 | " | | 800 | S. H. Kerfoot | | \$30 per foot |
| 29 | " | | 800 | " | | \$30 " " |
| 63 | " | | 1000 | " | | \$40 " " |

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| | Lot | Block | Depth | Width | Valuation | | |
|----------------|-----|-------|-------|--------|-----------|----------------|----------------------|
| | 64 | 1 | | | 1000 | S. H. Kierfoot | @ 110 per front foot |
| Except 640 ft. | 3 | 3 | | | | | |
| \$ 1600 | 8 | 2 | | 24 ft. | 1200 | S. H. Kierfoot | \$ 1200 |

Canal Trustee's Subdivision of Sec 4 T 39 R 111

| | | | | | | | |
|-------------------------------------|----------|----------|--------------|---------------|------|----------------|---------|
| \$ 1450 | 17 | 59 | | 60 ft. | 1200 | S. H. Kierfoot | \$ 1200 |
| \$ 1450 front
\$ 2,450 | 18 | " | | 60 " | 1200 | " | \$ 1200 |
| \$ 1450 | 19 | " | | 60 " | 1200 | " | \$ 1200 |
| \$ 1700 | 20 | " | | 60 " | 1700 | " | \$ 1500 |
| \$ 350 | 64 | 58 | | 30 " | 275 | " | \$ 300 |
| \$ 350 | 65 | " | | 30 " | 275 | " | \$ 300 |
| \$ 350 | 66 | " | | " | 275 | " | \$ 300 |
| \$ 350 | 67 | " | | " | 275 | " | \$ 300 |
| \$ 350 | 72 | " | 124 | 30 | 300 | S. H. Kierfoot | \$ 300 |
| \$ 350 | 73 | " | 124 | 30 | 300 | S. H. Kierfoot | \$ 300 |
| \$ 350 | 74 | " | 124 | 30 | 300 | S. H. Kierfoot | \$ 300 |
| \$ 350 | 75 | " | 124 | 30 | 300 | S. H. Kierfoot | \$ 300 |
| \$ 375 | 76 | " | 124 | 30 | 300 | S. H. Kierfoot | \$ 300 |
| \$ 375 | 77 | " | 124 | 30 | 300 | S. H. Kierfoot | \$ 300 |
| \$ 375 | 78 | " | 124 | 30 | 300 | S. H. Kierfoot | \$ 300 |
| \$ 1400 | Sublot 9 | Lot 11 | Block 63 | 1 1/4 ft. | 1000 | " | \$ 1000 |
| \$ 1400 | " 10 | 3 | 63 | " | 1000 | " | \$ 1000 |
| \$ 1400 | " 11 | " | " | " | 1000 | " | \$ 1000 |
| \$ 1550 | " 12 | " | " | " | 1250 | " | \$ 1250 |
| \$ 12000
3000 front
\$ 13,000 | Lot 10 | Block 64 | Depth 29 ft. | Width 120 ft. | 5000 | " | \$ 4000 |
| \$ 4000 | 6 1/2 | 27 | " | | | | \$ 2250 |
| \$ 4000 | 11 1/2 | 7 | " | | 2000 | S. H. Kierfoot | \$ 2250 |

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| | Set | Block | Depth | Width | Valuation | |
|----------------------------|----------------------|-------------|-------|------------|-----------|------------------------|
| \$ 700 | 78 | 60 | | 30 ft | 600 | J. H. Hurford \$ 600 |
| \$ 700 | 79 | " | | 30 " | 600 | " " \$ 600 |
| \$ 1800
1000
\$ 1800 | 80 | " | | 26 " | 1125 | E. W. Cummings \$ 650 |
| \$ 20000 | 84 | | | | 16000 | J. H. Hurford \$ 16000 |
| \$ 750 | Set 6 + 7 of 12 + 13 | 59 | | each 24 ft | 325 | " " \$ 300 each |
| \$ 3200 | " 1112 of 8 blocks | 4 of 63 | | " 44 ft | 1100 | " Set 11 \$ 1100 |
| \$ 850 | 73 | 61 | | 28 " | 630 | " " 12 \$ 1375 |
| \$ 800 | 74 | " | | 25 " | 430 | " Corner \$ 650 |
| \$ 800 | 75 | " | | 25 " | 430 | " " \$ 300 |
| \$ 750 | 76 | " | | 25 " | 430 | " " \$ 430 |
| \$ 1000 | 81 | 7 1/2
62 | | 30 ft | 700 | " Corner \$ 730 |
| \$ 900 | 82 | " | | 30 " | 550 | " " \$ 600 |
| \$ 750 | 77 | 61 | | 25 ft | 430 | " " \$ 430 |
| \$ 750 | 78 | " | | 25 " | 430 | " " \$ 430 |
| \$ 700 | 70 | 60 | | 30 ft | 500 | " " \$ 475 |
| \$ 700 | 71 | " | | 30 ft | 500 | " " \$ 475 |
| \$ 700 | 72 | " | | 30 ft | 500 | " " \$ 475 |
| \$ 700 | 73 | " | | 30 ft | 500 | " " \$ 475 |
| \$ 750 | 79 | 61 | | 25 ft | 475 | " " \$ 430 |
| \$ 750 | 80 | " | | 25 " | 475 | " " \$ 430 |
| \$ 750 | 81 | " | | 25 " | 475 | " " \$ 430 |
| \$ 750 | 82 | " | | 25 " | 475 | " " \$ 430 |
| \$ 750 | 83 | " | | 25 " | 475 | " " \$ 430 |
| \$ 750 | 84 | " | | 25 " | 475 | " " \$ 430 |
| \$ 750 | 85 | " | | 25 " | 475 | " " \$ 460 |
| " | 86 | " | | 25 " | 475 | " " \$ 460 |
| " | 87 | " | | 25 " | 475 | " " \$ 460 |

| | Set | Block | Depth | Width | Valuation | |
|-------|-----|-------|-------|-------|---------------|--------|
| \$750 | 88 | 61 | 25 ft | 475 | S. H. Harford | \$470 |
| " | 89 | " | 25 " | 475 | " | \$470 |
| " | 90 | " | 25 " | 475 | " | \$475 |
| " | 91 | " | 25 " | 475 | " | \$475 |
| " | 92 | " | 25 " | 475 | " | \$475 |
| \$750 | 93 | " | 25 " | 475 | " | \$475 |
| \$750 | 94 | " | 25 " | 475 | " | \$475 |
| \$750 | 95 | " | 25 " | 475 | " | \$500 |
| \$800 | 96 | " | 25 " | 600 | " | \$630. |

E. H. Cummings Sub. of Set 9 Block 64 Sec 4. 39. 11.

| | | | | | | |
|-------|----|--|-------|-----|---------------|-------|
| \$950 | 6 | | 24 ft | 550 | S. H. Harford | \$600 |
| " | 7 | | 24 " | 550 | " | \$600 |
| " | 8 | | 24 " | 550 | " | \$600 |
| " | 9 | | 24 " | 550 | " | \$600 |
| " | 10 | | 24 " | 550 | " | \$600 |

Weights Attention to Chicago.

| | | | | | | | |
|----------|---------|---|---|-------------------|------|----------------|---------|
| \$1,000 | Sub. C1 | 5 | 2 | 100 ft. by 20 ft | 1000 | S. H. Harford | \$900 |
| \$1400 | 5 | 3 | " | 20 " | 1100 | " | \$1100 |
| \$1250 | 6 | " | " | 20 " | 1200 | " | \$1000. |
| \$10000 | 6 | " | " | 400 ft. x 100 ft. | 5100 | E. H. Cummings | \$7500. |
| \$1000 | 7 | " | " | " | " | " | \$7500 |
| \$10,000 | 8 | " | " | " | " | " | \$7500. |
| \$5500 | 3 | 3 | | 115 x 100 | | | \$5500. |
| \$5,000 | 6 | " | | 115 x 100 | | | \$4500. |
| \$5,000 | 7 | " | | 115 x 100 | | | \$4500. |

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Let Black Depth Width Measurement

9 3 1115 x 144

\$4500.

Computers Addition to Chicago

| | | | | | | | |
|-----------------------------|-------|-----|-----|-------------|------|---------------|-------------|
| \$15.00
5.00
\$2.000 | 6 1/2 | 114 | 149 | 100 x 25 ft | 1200 | J.H. Kerfoot | \$1250 |
| \$2000
2000
\$5.000 | | 117 | " | 100 x 50 " | 2500 | " | \$2500 |
| \$3.500
1.500
\$5.000 | | 18 | " | 100 x 50 " | 3000 | " corner | \$3000 |
| \$145.00 | | 20 | 118 | 25 " | 1000 | E.H. Cummings | \$1250 |
| \$1400 | | 21 | " | 25 " | 1000 | " | \$1250 |
| \$14.00 | | 22 | " | 25 " | 1000 | " | \$1250 |
| \$14.00 | | 23 | " | 25 " | 1000 | " | \$1250 |
| " | | 24 | " | " | 1000 | " | \$1250 |
| " | | 25 | " | " | 1000 | " | \$1250 |
| " | | 26 | " | " | 1000 | " | \$1250 |
| " | | 27 | " | " | 1000 | " | \$1250 |
| \$145.00 | | 28 | " | " | 1000 | " corner | \$1350 |
| \$16.00
25.00
\$41.00 | | 29 | " | " | 1000 | " | |
| | | 30 | " | " | 1000 | " | |
| | | 31 | " | " | 1000 | " | Don't fence |
| | | 32 | " | " | 1000 | " | lines on |
| | | 15 | " | " | 1000 | " | Map. |
| | | 16 | " | " | 1000 | " | |
| | | 17 | " | " | 1000 | " | |
| | | 18 | " | " | 1000 | " | |
| \$15.50 | | 19 | " | " | 1000 | " corner | \$1500. |
| \$3.200 | | 15 | 50 | 40 ft | 2500 | J.H. Kerfoot | \$2500. |

Set Block Fifth North Main

Subdiv of Block S. Duncans Addition to Chicago

#1750

10 1 120 x 24 ft 1250 S. H. Hurford

"

11 " 1230 "

#1500

#1400 in

#3050

1 2/ 1500 "

#1450 in

#1400 in

#2550

2/ " 1150 "

Miss Justice

#1450 in

#1400 in

#2550

3 " 1150 "

N. J. J.

#1450 in

#1400 in

#2550

4 " 1150 "

"

5 " 1150 "

#1450 in

#1400 in

#2550

6 " 1150 "

#1450

7 " 1150 "

S. F. Smith's Subdiv of N E 1/4. N E 1/4 Sec 15. 39. 14.

#1000

1 1 25 ft 700 S. H. Hurford \$750

#750

2/ " " 500 " \$600

"

3 " " 500 " \$600

"

4 " " 500 " \$600

"

5 " " 500 " \$600

#800 in

#750

#1550

6 " 22 ft 500 " \$550

#750

7 " " 500 " \$550

"

8 " " 500 " \$550

"

9 " " 500 " \$550

#700

1 2/ 500 " \$550

"

2/ " " 332 E. H. Cummings \$450

"

3 " " 332 " \$450

"

4 " " 332 " \$450

"

1 2/ 23 ft 500 S. H. Hurford \$475

"

2/ " " 500 " \$475

15B

| # | Lot | Block | Depth | Width | Valuation | | |
|-------|-----|-------|-------|-------|-----------|---------------|---------|
| \$700 | 3 | 24 | | 23 ft | 500 | J. H. Harfoot | \$1175. |
| " | 4 | " | | " | 500 | " | \$1175. |

Union Park Addition to Chicago.

| | | | | | | |
|------------|----|---|---------------|------|----------------|--------|
| \$6,000 | 10 | 4 | 125 x 133 ft. | 2000 | E. H. Cummings | \$5000 |
| \$2250 | 11 | " | " x 50 " | 2000 | " | \$3000 |
| \$2250 | 12 | " | " x 50 " | 520 | " | \$2000 |
| \$13 ft of | 13 | " | " x 13 " | | | \$500 |

Ashtland 2nd Addition to Chicago.

\$7,900

4.

Rockwell Addition to Chicago

| | | | | | | | |
|---------|---|---|-----|-----|------|---------------|---------|
| \$4,000 | 1 | 9 | 660 | 281 | 4000 | J. H. Harfoot | \$4000 |
| \$1100 | 7 | " | 660 | 66 | 1000 | " | \$1000 |
| " | 8 | " | 660 | 66 | 1000 | " | \$1000 |
| " | 9 | " | 660 | 66 | 1000 | " | \$1000. |

Part of E 1/2 of N E 1/4 Sec 15. 39. 111

Beginning S. Ch. West of N E. corner

thence S. 10 chs N's chais. W 10 chs \$15,000

E 5 chs to beginning - 5 acres 7500 J. H. Harfoot \$7500.

E 30 acres of N 1/2 of E 1/2 of NW \$60,000

1/4 Sec 15 of 39. R 111. 36000 J. H. Harfoot \$36000.

Part of land bounded as follows, to by

Union Park Addition. N 1/2 by S. H. Hunt Road \$5,000

& E by Madison Street lying in N 1/2 of S.

N 1/4 of Sec 8. T. 39. R 111. 6600 E. H. Cummings \$3000.

1565

1/2 of Front of Land bounded as follows

to by S.W. Blank Road N by Warren St ^{\$8,000}
^{\$1,000}
^{\$7,000}

N by Russell St S by Mason St

lying in 1/2 of S.W. 1/4 Sec 8

T 39. R. 111 4200 to the sum of \$8000

Drawn up - Lots 19 & 20 in Block

2. bounded Front Subdiv. of 1/2

of 1/2 of N.E. 1/4 Sec 17. T 39. R. 111.

S. F. Smith's Subdiv. of N.E. 1/4 of N.E. 1/4 of Sec 17. T 39. R. 111.

Lot Block Depth Width Variation.

| | | | | | |
|----|---|--|--|--|---------|
| 1 | 1 | | | | Harford |
| 2 | " | | | | |
| 3 | " | | | | |
| 4 | " | | | | |
| 5 | " | | | | |
| 6 | " | | | | |
| 7 | " | | | | |
| 8 | " | | | | |
| 9 | " | | | | |
| 10 | " | | | | |

| | | | | | | |
|------|----|---|-------|------|---------|--------|
| 2700 | 10 | " | 23 ft | 500 | Harford | \$350 |
| " | 11 | " | 20 " | 1150 | " | \$500. |
| " | 1 | 2 | 21 " | 500 | " | \$325 |
| " | 2 | " | 24 " | 500 | " | \$500. |
| " | 3 | " | 24 " | 500 | " | \$500. |

| 156 | Lot | Block | Depth | Width | Valuation | | |
|-------|-----|-------|-------|-------|---------------|--------|-------|
| \$800 | 7 | 2 | 24 ft | 600 | S. H. Herford | Corner | \$625 |
| \$750 | 1 | 3 | 22 ft | 550 | " | Corner | \$350 |
| \$700 | 2 | " | 22 ft | 475 | " | | \$475 |
| " | 3 | " | 22 ft | 475 | " | | \$475 |
| " | 4 | " | 22 ft | 475 | " | | \$475 |
| " | 5 | " | 22 ft | 475 | " | | \$475 |
| " | 6 | " | 22 ft | 475 | " | | \$475 |
| " | 1 | 11 | 23 ft | 475 | " | | \$475 |
| " | 2 | " | 21 ft | 475 | " | | \$475 |
| " | 3 | " | 21 ft | 475 | " | | \$475 |
| | 4 | " | — | — | " | | — |
| \$800 | 5 | " | 25 ft | 475 | " | | \$500 |
| " | 6 | " | 25 ft | 475 | " | | \$500 |
| " | 7 | " | 25 ft | 475 | " | | \$500 |
| \$850 | 8 | " | 25 ft | 600 | " | | \$625 |

The figures in
this column
are my valuation.
W. S. Fglehart.

This was all the testimony which was introduced by the
Defendants and they then rested their case

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The Plaintiff then introduced the following witnesses.

Testimony of the City.

Reuben Cleveland called by the Plaintiff being duly sworn was examined in chief by Mr. Anthony as follows.

Q You were Superintendent of Public Works last year and are at present?

A Yes Sir.

Mr. Marek objected to this witness that being Supt. he was interested to protect himself.

Objection overruled. Defts. excepted.

Q Have you measured & approved this work?

A Yes, I have made measurements as far as Ruby St. from Sangamon - that is as far as the Cars go now. I have been on the road, when they were building it as far as Bobi Hamiltons, I have never been to the far end of the Street since they were working it. I acted as Superintendent while the Contractors were laying down the Macadam. I was on the Street 3 or 4 times a week. Sometimes every day in the week. Sometimes twice a day. Sometimes not so often, but generally made it in any way to be there once a day at the least calculation.

Q State the width of the Macadam?

A It was necessary to grade the Street before putting on the Macadam, they had to grade the Street down to level on the Macadam the greater part of the way, from Sangamon to Third St. They were delayed sometime they commenced beyond Third St. They were

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pushing in a sewer. They commenced to put in a sewer as soon as they found the job was let - the Average Commissioners did. While they were doing that they commenced at Throop Street and worked West towards Bulls Head as fast as the Railroad track was laid down - or as fast as they could after the Railroad track.

Q What condition was that Street in before it was ordered to be macadamized?

A Well it was planked with a lot of plank 8 feet wide - they were pretty much worn out, a good many plank out - in dry time they planked over it, but it was very bad as far as Throop St. beyond that it was not so bad as on this side - this side it was not good any of the distance.

Q How was the macadamizing done?

A I went up there as quick as they commenced and I found some large stone drawn from the Quarry and dropped by the side of the Railroad track. Objection to this Stone the Railroad was laid down at the time it was commenced. I objected to this Stone and the Contractor told me that Judge Fuller wanted this Stone to put under his Railroad track - on my way home I met Judge Fuller and I enquired of Judge Fuller - he said he would prefer large Stone to put under the track if he could get them. I objected to them several times and told them we didn't want such stones for macadamizing, but if the Railroad wanted them put under the track, we should not object, so they did not get higher than the ties, not to put any above the top of the ties, as far as I saw, I went there every day or so, there were rows left above the ties, these were right on the Railroad track.

Q How were the other portion put under the track?

Q That was broken as they generally break Macadam - the Stone put in were not as small as specified in the Contract, and in fact I have never seen stone as small as to drop through a 2 1/4 inch, but they were broken as small as Macadam stone generally are in Town. There are never 2 1/4 - although we generally get them as small as we can.

Q How wide is the Macadam?

A It was 36 feet wide between Sangamon & Reuben and 24 feet between Reuben and the City limits - It is laid in the Centre of the Street as near as our Surveyors could measure it.

George Goodrich - All the way.

A All the way your Honor.

Q Explain that fog in the Street?

A I don't know what Street the fog is between, but it is about half way from Reuben to Robert St. - There is a French Widow woman lives there, who I understand claims 15 or 20 feet, or I don't know how much into the Street. - She claims that the Street is 66 feet and the City laid it out 80 feet; & two feet the Macadam in the Centre of the 80 feet - we have condemned it and intend to take it. This Macadam is laid in the Centre of the Street as the City claim it, that is 80 feet wide.

Q Is this job completed?

A No Sir, it has never been accepted by the Superintendent, the work is not done - if it is necessary I can give you the measurements I took. We commenced at Sangamon Street, or rather between Sangamon & Morgan - It was 14 inches deep this was after the Street had been travelled on, quite late in fall. Some two or three months travelled on the Macadam, between Sangamon

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 and Morgan. at the Centre was 14 inches - At the end of Morgan & Carpenter was 14 inches, between Morgan & Carpenter 14 inches Centre between Carpenter and Aberdeen 14 inches at the Centre and 12 at the side - between Curtis & May 18 inches at the Centre and 16 1/2 at the side - between Ann and May 16 1/2 inches at the Centre and 16 at the side - between Ann and Elizabeth 16 1/2 inches Centre - between Elizabeth and Throop 18 at the Centre and 14 at the side.

| | | | |
|-------------------------------|--------|--------|----------|
| At the end of Lamb St | 16 1/2 | Centre | side |
| At the end of Helen St | 16 1/2 | " | " |
| 14 ft in front of Bates House | 16 | " | 111 side |
| 200 ft of Ruben St | 111 | " | 111 " |
| Paulina Street | 15 1/2 | " | " |
| Beech Street | 18 | " | " |
| Wood Street | 15 | " | " |
| Cornelia St | 111 | " | " |
| Near Ruby St 30 ft distant | 15 1/2 | " | " |

Q Are any of these Stones a foot and a half thicker of by some of the widths on the top?

A No Sir. I never saw any such Stone on the surface, I have not been over the Street for about 6 weeks - I rode as far as the end of the Railroad to look at the Street - the work has not been completed - We have given estimates on the Contract, as the Contract calls for, as far as I measured it up, at that time they hadn't completed it, not further than the end. They were drawing on Stone yet. I told Mr. Liles he would have to put some for 3 blocks at this end.

Q Do you know of any Macadam being put upon the Streets

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of Chicago, and large stones being placed in the Street as a protection to the Manufacture.

Q Yes Sir.

Q Now about that?

Answered to one Objection sustained.

Q You will not give them certificates until the work is completed according to Contract?

A No Sir, not until it is finished in the manner I think quite sufficient.

Cross Examined by Mr Merrick.

Q How is it not completed?

A I told Mr Gies who was with me when I made this estimate that he would have to put some stone on the first 3 Blocks, and pass over from Sangamon to Thrope St. - the distance I went over it, I think I should accept the Street. I think I should if I happened to find any stone no less a foot over a half acre I think I should not thought.

Q The Contract provides that the work shall be paid for as it progresses upon Monthly Estimates by the Superintendent. Have you made those Estimates?

A Yes, up to the time I made these measurements, I don't know exactly where that was. I can fetch the Estimates from my Office (unless being sent for the Estimates returns with them)

Q What Estimates have you made How much has been paid?

A We have paid \$18513.86, at least we have given that amount of Estimates - this Estimate was given Nov: 9th. I think that was the day too I made the measurements, if I mistake not. The Contract

to be taken up? and the Stone broken to make a good macadam
average Road?

A I think not Sir.

Q If the Railroad had not been there, would you have contemplated
the putting in of that sized Stone?

A No Sir, I think I should not under that Contract.

Q Have you stated all that passed at that conversation with
Mr Fuller?

A That was about the substance.

Q Do you know of this Railroad prior to the improvement?

A I think they have the privilege I am certain they have the
privilege before it was made. I learned it from mere hearsay that
they had a Charter.

Q Was there any Cooperation between the proprietors of the
Railroad and yourselves in the Construction of this Road?

A Not a particle further than I have told you.

Q Putting down these large Stone?

A Yes.

Q These large Stone were hauled under that Contract?

A They were hauled by Hies, Evans & Co. who were doing
work under that Contract.

Q They were Stone which according to the Estimates of the City
Supt. were to be paid for under that Contract?

A They were paid of course.

Q The large fractures were being laid about the time of the
Macadam?

A I think so.

163 Q Did you observe when they dug for that at the side of the Railroad, they dug up Stone from the size of that Inkstone to that hat?

A No Sir, I never saw such Stone on the top of the Street yet. They might have been stones of the size of that hat, but I don't think so. I never saw any of them, nor anything of the kind.

Q Was there any understanding between you and the Superintendent of the New R. R. or Mr Fuller as to the Commencement of the work?

A No Sir. The only understanding was I was driving him to get the Road along so that we could get the Macadam down - we could not put down the Macadam that this Revere might dig it right up and destroy it. That was the only reason, I was hurrying him to put down his road, that we might put the Macadam down - the Street was left in an unsatisfactory condition for a long time - the main reason was, because of the Sewerage Commissioners - they did not commence until it was laid & graded 2 or 3 Blocks - they commenced then and laid it all up, and the Contractor had to grade it at last.

Q Did Mr Fuller ask you to wait on their Monuments at any time?

A No Sir, not to my recollection, he always appeared to be anxious to get along as fast as possible. I think Mr Liles commenced to grade before Mr Fuller commenced - Mr Fuller then commenced - he had to take up his track to lay the Sewer, I think that is the case.

Q The grading of Mr Liles preceded the Road all the way?

A Yes Sir, whatever grading he did.

Q What do you mean by grading?

Q Settling down the Street, preparing it for the Macadam - the Macadam commenced about the time the Sewer commenced - they went on to George St. - beyond the Sewer and commenced to Macadamize - the time is not definite in my mind now

Q Were you Super in February 1859?

A No Sir, I was appointed April 25. and went into Office April 26.

Court (Wilson) examines.

Where did you make these measurements from side to side?

A Right in the Centre of the Street - we were outside of the Rail road - It was outside of the Macadam - the 36 feet includes it -

Q That Street includes the Stone ballasting the Railroad - the Stone under the Railroad, and also the ties and rails?

A Yes.

Q Where did the horses on this Street go to?

A To Bulls Head and out to the City limits.

Q Is there any thoroughfare to the Country in that direction?

A Not much used at present - At that time not a great deal.

Q After you get to Bulls Head is it thickly or sparsely populated?

A It is sparsely populated - there is a part of the distance thickly settled, but nearly half the distance there is not many houses, they are scattered, it is not a thoroughfare like Clark Street, there has been very little travel on it this Summer.

Q Did you observe the plank taken up?

A They were worn a good deal and taken out, people stole them for wood. I have never seen beyond Col. Hamilton's.

Q But if I had been Contractor I have rather hard work that time out. It was a great deal of trouble Macadamizing around it.

Q Mr Bradley said 2/3 of this Stone were from 2 1/2 to 3 inches.

Mr. Clutton Perhaps he had consulted authorities.

Witness I think he was right on that subject. I took it up and I know what the stone I dug up looked like. I have not seen any Coarse stone on the surface. I know it is impossible for such stone as he spoke of to pass through the Machine - that these stones were broken in. I heard Mr Galeth swearing yesterday that there were plenty of them on the top of the Street, as big as his fist - if I could I should like to have gone over the Road and seen them. I don't think there is any such stone there - The stone were all broken by a Machine except a few broken by hammers. I went over it and made them break them with a hammer.

Mr. Merrick Does this cover anything beyond Robert St.?

A The estimate is on the Street from one end to the other. We have not measured any beyond Robert St. - The first estimate covers the whole Street. We have given 4 estimates.

Q Doit you always retain 10 per Cent -?

A We retain about 10 per Cent. This Contract specifies 10 per Cent. - We are never particular about that as long as no money is in progress.

Q You think it was a great deal more work to put down the Stone with the Road than without it? Did they take that into consideration and estimate higher?

A I don't know anything about it, only what the Contractor told me. He told me he estimated lower knowing that the fees would be put on.

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He estimated 6/4 - The estimates did not come into our Office. We have nothing to do only to give estimates - We have nothing to do about the payment. We never had anything in our Office, we only give the estimates.

George Goodrich. They go to the brokers and get them placed!

Q I believe they have been placed pretty hard.

Isaac Shelby Jr. called by the Plaintiff being duly sworn and examined in Court by Mr. Anthony and testified as follows.

Q What is your business?

A I don't know that I have any special business at present, but generally I have been dealing in Real Estate in this City for the last 6 or 7 years.

Q Are you conversant with property on the West side of the river?

A I am.

Q Do you know the property along on Madison Street from Sangamon St. to the City limits?

A Yes.

(The witness was directed to take the list of Lots given him on Madison St. and affix a best valuation to each, improvements separately).

Thomas M. Laughlin called by the Deft and examined by Mr. Marshall

Objected to - Objection overruled

Exception noted by Deft's Counsel

Q Did you take up the rock on West Madison St.?

A Yes.

Q Did you put down that year before or after the Street

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was Macadamized?

A Same before and same after the Street was Macadamized.

Q Did you take up the Macadamized rocks to put down the Gas pipe?

A Yes Sir.

Q What size Stone was laid in the Street?

A I don't just exactly know. I found some 4 or 5 inches square. Some would go through a 4 inch ring and some would not. We dug a small trench.

Q Were half or $1\frac{1}{3}$ - 4 inches?

A I could not tell right away. I don't think there was one half very large. There was some a good size.

Q What fraction, $2\frac{1}{4}$?

A I don't know Sir.

Q $2\frac{1}{2}$.

A I don't know. I guess more than $2\frac{1}{4}$ larger than that, more by weight or size, not by number.

Q Now put down the Lamp posts?

A Yes, extending from the Main pipe to the Lamp posts, the largest were at the bottom. We did not run the trench right straight all the way, but we tumbled right under the track. I can't give a description what it was on the track, for we tumbled that but outside we found these large stones. They were mostly at the bottom. I don't believe any were on the top.

A Spectator The man was pretty near the Macadam?

A Yes Sir, the South side, it had to cross the Street to the Lamp post on the North side.

Mr. Merrick for the defense proceeded to argue the case.
He was followed by Mr. Anthony for the City.

The Court took the case under advisement.

This was all of the evidence introduced by the Plaintiff in this cause. The Court then refused to enter a "judgment in favor of the City against the Lots of the Defendants, but entered judgment against the Plaintiff and in favor of the Defendants.

And because now of the said Exceptions and the matters aforesaid appear by the records of the said cause the Court on behalf of the Plaintiff prays that the said Judges would set their hands and seals to the bill of Exceptions containing the several matters so offered or proven and given in evidence as aforesaid according to the form of the Statute in that case made and provided and thereupon the said Judges hath accordingly set their hands and seals thereto this Tenth day of March 1860.

(Signed) John Mc. Wilson (Seal)

Wm. H. Higgins (Seal)

Grant Goodrich (Seal).

State of Illinois
Cook County } ss.

I Foster Kimball Clerk of the Supreme Court of Chicago, within and for the County of Cook in the State of Illinois Do hereby certify the above and foregoing

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to be a full true and perfect Transcript of the Records and
and Petition for Judgment, Notice and Certificate, Return and
Return and Bill of Exceptions now on file in my Office, together
with the Order and Judgment entered of record in said Court in
so certain suit and proceedings had therein, wherein the City of
Chicago was Plaintiff and George Mainer et al were Defendants.

In testimony whereof I have hereunto set my
hand and affixed the Seal of said Superior Court
at Chicago in said County this fifteenth day
of April A.D., Eighteen hundred and sixty.

Walter Kimball Clerk



And now comes the said Plaintiff by
E. Anthony its Attorney and says that in the record
& proceeding aforesaid & in the rendition of judge-
ment aforesaid manifest error hath intervened in this

- 1st. The Court erred in permitting Alout-Keef one of
the Commissioners who levied the assessment
to testify as to how the assessment was made.
- 2^d. The Court erred in permitting the witnesses Amos
Resfoot & Egglehart to give testimony as to the
value of the lots assessed & which are the subject
of controversy in this case.
- 3^d. The Court erred in permitting the Defendants to
offer in evidence the original assessment roll &
then produce witnesses to contradict the valuation
of the property as set down by the Commissioners.
- 4th. The Court erred in permitting witnesses on the part
of the Defendants to give testimony as to the value
of the property which had been assessed by the
Commissioners.
- 5th. The Court erred in permitting witnesses on the part

of the Defendants to give testimony in regard to the condition of the street before the assessment - was & also after the street in question had been M^cAdams-ized.

6th The Court erred in permitting witnesses Keefe, Bradley, Hopkins, Foss, Talcott to testify concerning the street its condition before & after the assessment. & all testimony in relation to the M^cAdams-izing of the streets & how the street was improved

7th The Court erred in rendering a judgment for the Defendants.

And for other errors apparent in the record & proceedings aforesaid it prays may be reversed, annulled & altogether held for nothing, & that it may be restored to all things which it hath lost by occasion of the said judgment.

E Anthony

Atty for Plff. in error

And the said defendants - P. T. Butcher, S. Goodman, David McIntosh, Estate of J. Mullen, H. W. Bigelow, George P. Hansen, C. Hansen, S. Worthington, Jacob Gross, E. Simons

J. J. Hack, C. Tollanshee, C. Inackebush,
E. R. Brown, J. R. Hamlin, Thomas James,
E. H. Cummings, H. B. Norton, T. R. Armstrong,
P. Canby, A. Dorathy, A. G. Throop, E. H. Rogers,
A. S. Seeley, R. J. Hamilton, H. B. Hanover,
L. A. Doolittle, E. W. Brewster, B. Bernauer,
Thomas Standish, W. A. Philbrick, D. N. Burn-
ham, C. Hodgson, W. A. Atkins, J. Wright,
J. M. Marshall, H. H. Hamlin

Defendants each for himself
and severally come by Scates McAllister
and Jewett their Counsel, and each
for himself. Severally says that in the
Record & proceedings, and in the ren-
dition of judgment as aforesaid
there is no error. Wherefore they
each for himself prays, that he
same be affirmed in all things
and that they each for himself
may recover his reasonable costs

Scates McAllister & Jewett of
Counsel for the Defendants

Nulla est mutatio

C. Brookville Atty for
Saul P. Smith

State of Illinois
Cook County.

273.

Superior Court of Chicago.

City of Chicago

P. J. ^{vs} Burtice
George Manierre
et al

Record.

Asst. of Enos &
founder in Enos

Filed April 19, 1860

L. Leland
Clerk