

No. 11935

Supreme Court of Illinois

Case

vs.

Hartford Fire Ins. Co.

71641 7

Cook.
John R. Case
vs.
Hartford Fire Ins. Co.

64

1852

11935

Deposed

State of Illinois }
County of Cook } ss.

Please before the
Honorable Hugh T. Dickey Judge of
Seventh judicial Circuit Court of the
State of Illinois and ^{sole} presiding judge
of the Circuit Court of the County of Cook
in said State, at a term thereof begun and
held at Chicago, in said County of Cook
on the first Monday, being the fifth day
of May, in the year of our Lord one thousand
eight hundred and fifty one and of the
independence of the United States the twenty
fifth, ss.

Present Hon. Hugh T. Dickey Judge
Samuel H. Clay State Attorney for time
William L. Church Sheriff

Attest Louis J. Hoard, Clerk of the Cook County
Circuit Court.

It is Reminded that on the twenty eighth
day of May in the year of our Lord One thousand
Eight hundred and fifty one there was filed
with the Clerk of this Court a certain affi-
davit which is in words and figures as
follows, to wit,

State of Illinois }
County of Cook } ss.

This day personally
appeared before me, the undersigned,
Clerk of the Circuit Court, in and for
the County and State aforesaid, ^{John R. Case of the County of Cook} who is
about to apply for a writ of attachment
against the Estate of the Hartford Fire
Insurance Company of Hartford in

the State of Connecticut, and who first being
duly sworn according to law deposes and
says that he resides in the said County of
Cook; That the said Hartford Fire Insurance
Company is justly indebted to him the said
John B. Case in the sum of five hundred
and fifty five Dollars and forty six cents,
the said sum of money being the amount
of loss sustained by this deponent on the
tenth day of August 1850, by fire which
injured and destroyed property insured by
said company against loss and damage
by fire by Policy No 428 and dated October
6, 1849 and which expired October 6, 1850, the
amount insured being three thousand Dollars
upon the said deponent's stock of goods,
consisting of such articles as are usually
kept in Country Stores, contained in the
three and a half story fire proof brick
store known as No 88 Lake St, situated
between Scarborough and State Streets, and
this deponent further states that the said
Hartford Fire Insurance Company is
an institution located, doing its business
and having its office in the City of Hartford
and State of Connecticut, and incorporated
under and by virtue of the laws of the
said State, and that the said Company
has property & effects within the jurisdiction
of this Court & further saith that

Subscribed and sworn
this 28th day of February
A. D. 1851 before me

L. S. Hoard

Clark

J. B. Case

And also on the same day there was filed
in this Court a certain Bond which is
in Words and figures as follows to wit;

Know all men by these presents, that we
John W. Case and Threlander W. Olds are
held and firmly bound unto the Hartford
Fire Insurance Company in the penal sum
of One thousand one hundred and ten ²⁰/₁₀₀
dollars lawful money of the United States, for
the payment of which said sum, well and
truly to be made, we bind ourselves, our heirs,
executors, and administrators, jointly and
severally, by these presents. Sealed with our
seals and dated this 20th day of February
A. D. 1851.

The condition of this obligation is
such, that whereas the above bounden
John W. Case hath on the day of the date
hereof prayed an attachment out of the
Cook County Circuit Court at the suit of
the said Case, against the estate of the above
named Hartford Fire Insurance Company
for the sum of five hundred and fifty five
dollars, forty six cents, and the same being
about to be sued out of said Court, returnable
on the first Monday of May next, to the term
of the said Court, then to be holden, Now if
the said John W. Case shall prosecute his
said suit with effect, or in case of failure
therein, shall well and truly pay and satisfy
the said Hartford Fire Insurance Company
all such Costs as said suit, and such Damages
as shall be awarded against the said John
W. Case his heirs, executors, or administra-
tors, in any suit or suits which may here-

after he brought for wrongfully suing out
the said attachment, then the above obligation
to be void, otherwise to remain in full force
and effect

Signed Sealed and delivered } John R Case
in presence of } Philander Eddy



And afterwards on the same day and year
last aforesaid there issued out of the
Cook County Circuit Court the Peoples
 writ of Attachment directed to the Sheriff
of said County, which is in word and
figures as follows, to wit:

State of Illinois }
Cook County } ss

The People of the State
of Illinois to the Sheriff of said County Greeting
Whereas John R Case hath complained
in Oath to L. S. Wood Clerk of the
Circuit Court of Cook County, that the
Hartford Fire Insurance Company are
justly indebted to the said John R Case
in the sum of Five hundred fifty five
dollars forty six cents and each having
also been made that the said Hartford
Fire Insurance Company, resident out of this
State, so that the ordinary process of law
cannot be served upon him, but has prop-
erty and effects within this State liable to
attachment, And the said John R Case
having given bond and security according
to the act in such cases made and provided;
We therefore Command ^{you} you, that you attach
so much of the estate, real or personal

of the said Hartford Fire Insurance Com-
pany, to be found in your County, as shall
be of value sufficient to satisfy the said
debt and costs, according to the said Com-
plaint; and such estate, so attached, in
your hands to receive, or so to provide that
the same may be liable to further proceedings
thereupon, according to law, as the terms of
the Circuit Court to be holden at Chicago
within and for the County of Cook on the
first Monday of May next; so as to com-
pel the said Hartford Fire Insurance
Company to appear and answer the Com-
plaint of the said John R. Case, and that
you also summon Elisha Madsworth
& the firm of Madsworth & Phelps, composed
of the said Elisha Madsworth and William
H. Phelps as garnishees, to be and appear
before the said Court on the said first Mon-
day of May next, there and there to answer
what may be objected against them
when and where you shall make known
to the said Court how you have executed
this writ, and have you then and there
this writ.

Received
of J. J.
d. c.
1851

Witness Louis L. Howard Clerk
of our said Court, and the Seal
thereof at Chicago this 23rd day
of February in the Year of our
Lord One thousand eight hun-
dred and fifty one
L. L. Howard Clerk

On the back of which is enclosed the
following words and figures, to wit:

Verued by receiving to Elisha Bradwith
Wm W Phelps as Garnishes this 28th day
of February at 10 O'clock A. M. Defendant
not found in my County & returned by order
of Jy Atty this 3rd Mar 1851.

| | | |
|------------------|---|---------|
| Fees Serving | 2 | \$ 1.00 |
| Miles | 2 | 10 |
| Ret ⁿ | | 10 |
| | | \$ 1.20 |

Wm L Church Sheriff
By A Dexter Depy.

By virtue of the within I have this ^{3rd} day
of March 1851 Seized on and attached Lot
One (1) on Block Twenty three (23) Adams
Addition to Chicago
Wm L Church Sheriff
by C. W. Rucker Depy.

And Astorwardly to wit, on the 25th day
of April in the Year Eighteen hundred
and fifty one, the plaintiff by his attys
Messrs Arnold and Gay, files his declaration
which is in word and figures as follows, to wit;

State of Illinois
Cook County Circuit Court.

of the May Term in
the year of our Lord one thousand eight hun-
-dred and fifty one.

Cook County, ss. John W. Case plaintiff in
this suit by Arnold & Gay his attorneys, com-
plain of the Hartford Fire Insurance Company
defendants attached &c of a plea of trespass on
the case upon promises.

Now that whereas heretofore to wit, on
the 5th day of October 1849 the said de-
fendant, at Hartford to wit, at Chicago
in the County of Cook of said, and, executed
& delivered to the said plaintiff a certain policy
of Insurance, and which said Policy of Insurance
is in substance as follows to wit.

Hartford Fire Insurance Company,
No 428.

By this Policy of Insurance, the Hartford
Fire Insurance ^{Company} in consideration of twenty two
50/100 Dollars, to the said Corporation paid the
receipt whereof is hereby acknowledged, hath
agreed to insure, and doth hereby agree
to insure John Reese against loss or
damage by fire to the amount of Three thousand
Dollars on his stock of goods, consisting of such
articles as are usually kept in County Stores,
contained in the three and a half story fire
proof brick store known as No 88 Lake St,
situate between Dearborn & State Streets,
insured by the Aetna Ins. Co. for \$1000.
expy March 31, 1850 And the said Corporation
doth hereby promise and agree to make good
unto the said assured, his executors, admini-
-strators, and assigns, all such immediate
loss or damage not exceeding in amount
the sum insured, as shall happen by fire
to the property, as above specified, from the
6th day of October one thousand eight hun-
dred forty nine at Noon, unto the 6th day
of October one thousand eight hundred and
fifty (at Noon) the said loss or damage
to be estimated according to the true and
actual Cash value of the property at the time
the same shall happen; and to be paid within

Sixty days after notice and proof thereof made
by the assured, in conformity to the conditions
annexed to this Policy. Provided always,
and it is hereby declared, That this Corpora-
tion shall not be liable to make good any
loss or damage by fire, which may happen
or take place by means of any invasion,
insurrection, riot or civil commotion or of
any Military or usurped power. And provided
further that in case the assured shall have
already any other insurance against loss by
fire, on the property ^{hereby} insured, and not notified
to this Company and mentioned in or endorsed
upon this Policy, then this Insurance shall be
void and of no effect, And if the said assured,
or his assigns, shall hereafter make any other
insurance on the same property, and shall
not with all reasonable diligence give notice
thereof to this Company, and have the same
endorsed on this instrument or otherwise
acknowledged by them in writing, this Policy
shall cease, and be of no further effect, And
if any subsequent Insurance should be made
upon the property hereby insured, which with
the sum or sums, already insured, should
in the opinion of the said Hartford Fire Insurance
Company amount to an over insurance, said
Company reserve to themselves the right of
cancelling this Policy, by paying to the insured the
unexpired premium pro rata. And in case of any
other insurance upon the property hereby insured,
whether prior or subsequent to the date of
this Policy, the assured shall not, in case of
loss or damage be entitled to demand or
recover of this Company any greater portion
of the loss or damage sustained than the

amount hereby insured, shall bear to the whole amount insured on said property, and it is agreed and declared, to be the true intent and meaning, of the parties hereto, that in case the above mentioned premises shall at any time after the making and during the continuance of this insurance, be appropriated applied or used to or for the purpose of carrying on or exercising therein, any trade, business or vocation, denominated hazardous, or Extra hazardous, or specified in the Memorandum of Special rates, in the conditions annexed to this policy, or for the purpose of storing, using or conveying therein, any of the articles goods or Merchandise in the conditions aforesaid denominated hazardous or extra hazardous, or included in the Memorandum of Special rates, unless herein otherwise specially provided for or hereafter agreed by this Company in writing, and added to or endorsed upon this Policy, or if said premises are privileged to be occupied for certain purposes denominated, hazardous, extra hazardous or included in the Memorandum of Special rates, by this Company, in writing, and they shall at any time afterword and during the continuance of this insurance be occupied for other purposes, denominated, hazardous or extra hazardous, or included in the Memorandum of Special rates, without leave for such change of Occupation being first obtained from this Company in writing and added to or endorsed upon this policy, then and from then forth, so long as the same shall be so appropriated, applied used or occupied, these presents shall cease and be

of no force or effect, And it is moreover
declared, that this Insurance is not intended
to apply to or cover any books of account,
written securities, deeds, or other evidences of
of title to lands, nor to bonds, bills, notes or
other evidences of debt, nor to money or bullion,
and that this policy is made and accepted
in reference to conditions hereunto annexed,
which are to be used and resorted to in order
to explain the rights and obligations of the
parties hereto, in all cases not herein otherwise
specially provided for.

In witness whereof
the Hartford Fire Insurance Company have
caused these presents to be signed by their President
and Secretary in the City of Hartford, but the
same shall not be binding unless countersigned
by Wadsworth agent for the said Com-
pany

attested,

Elephat Tury President

James H. Pollock Secretary,

Countersigned at Chicago

this 6 day of October 1849. C. S. Wadsworth Agent.

as by reference to said Policy of Insurance
reference being thereunto had with more fully
appears; and the said plaintiff in fact says,
that the said Conditions annexed to the said
Policy and mentioned and alluded to therein
are as follows, that is to say:

1. Goods are distinguished into hazardous,
hazardous, and extra hazardous. Goods
not hazardous, are such as are usually
kept in dry goods stores, including coffee,
cotton in bales, flour, household furniture
and linen, indigo, pot ash, rice, spices,
sugars, teas, thrashed grain and other

articles not combustible.

2. The following trades and occupations, goods, ware and merchandize are denominated hazardous. viz. basket sellers, Copper Smiths, China or Earthen or Glass ware or plate glass, in packages, boxes or Casks, Grocers with any hazardous articles, gunmaker or Smiths, hat finishers, looking Glasses in packages or boxes, Milliners Stock, oil, paper in reams, paper hangings, pitch, putter houses, rags in packages, Sail Makers, Salt peter, Spirituous liquors, Sulphur, tallow, tur, turres, turpentine, vicualling Shops, window Glass in boxes, and wooden ware sellers.
3. The following trades and occupations, goods, ware, and Merchandize are denominated extra hazardous viz. Alcohol, apothecaries, aquaportes, basket bleachers, or makers, book sellers stock, brass foundries, buck makers, chips, grass, or straw hat bleachers, cabinet makers stock, Camphine, currus, china or Earthen ware or looking Glasses unpacked and building, in which the same are packed or unpacked, chocolate makers, colourmen stock, Comb makers, Confectioners, or their stock, druggists, ether, foundries, flux, Gate makers, hemp, hay pressed in bundles, jewellers stock, Lamp manufacturers, lime unstacked, loco-foco, and lucifer matches, Mathematical or musical, or optical instruments sellers or perfumers stock, Morocco Manufacturers, pictures, platers, or plated ware Manufacturers, prints, printers of Newspapers, rags, stores, ship Chandlers, Silversmiths or Stationers stock, Soap makers, Spirits.

of turpentine, Stone Manufacturers, tin or
Sheet Iron workers, tobacco Manufactories,
tinner, upholstering Manufactories, varnish
match, makers, stock tools & window or plate
glass unpacked.

Mem. Bakers, bark Mills
Blind Makers, brewers, limestone works,
book binders, blacksmiths, boat builders
Cabinet makers, carpenters, joiners, cooper
Chair, or Coachmakers workshops, chemists
Cotton Mills, distilleries, dyers, forges, furces.
flax Mills, gunpowder, grist Mills, hat Manufacto-
ries, houses, building or repairing, ink or ivory
black, or lamp black Manufactories, livery
stables, lumber or Makogany yards, mill
houses, metal and other Mills of all kinds,
musical instrument makers, oil makers, oil
boiling houses, oakum factories, pump and
Block makers, Shaps, paper Mills, pygas
and privies of wood, printers of books and
jobbing, rope makers, sash makers, saw
or Shuff Mills, ship builders stock in the
Land. Ships and other vessels in port, or their
Cargoes, on when building or repairing Steam
engines or boats, sugar refineries, tallow
melters, or Chandlers, tur boiling houses, theatres,
or other places of public exhibition, timber yards,
turpentine Manufactories, varnish Makers, Woolen
Mills, and generally all Manufacturing Establish-
ments, and all trades requiring the use of fire
heat or steam power, not before enumerated,
will be insured at special rates of premium.

4 Application for insurance must specify the
construction and materials of the building
to be insured or containing the property to be

insured; by whom occupied; whether as a private dwelling or how otherwise, its situation with respect to contiguous buildings and their construction and materials; whether any Manufacturing is carried on within or about it and in case of goods or Merchandize, whether or not they are of the description, denominated hazardous, or extra hazardous, or included in the memorandum of special rates, and a false description by the insured, of a building or of its contents, or omitting to make known any fact or feature in the risk which increases the hazard of the same, or in a renewed policy, an overvaluation, shall render absolutely void a policy issuing upon such description or valuation, if after insurance is effected upon any building, or goods in this office, either by the original policy or by the renewal thereof, the risk shall be increased by any means whatsoever within the control of the assured, or if such building or premises shall, with the assent of assured, be occupied in any way so as to render the risk more hazardous than at the time of insuring, such insurance shall be void and of no effect. If during the insurance, the risk be increased, by the erection of buildings, or by the use or occupation of Neighbouring premises or otherwise or by any other cause the Company shall elect, it shall be optional with the Company to terminate the insurance, after notice given to the assured, or his representatives of their intention to do so; in which case the Company will refund a notable portion of the premium.

5. No insurance whether original or continued, shall be considered as binding, until the actual payment of the premium.

6. Goods held in Trust, or on Commission, are to be insured, as such; otherwise the policy will not cover such property; and in case of loss the names of the respective owners, shall be set forth in the preliminary proofs of such loss, together with their respective interests therein.
7. Policies of insurance, subscribed by this Company shall not be assignable, without the consent of the company, expressed by endorsement made thereon. In case of assignment, without such consent, whether of the whole policy, or of any interest in it, the liability of the company, in virtue of such policy, shall thereupon cease. And in case of any sale, transfer or change of title in property insured by this Company, such insurance shall be void and cease.
8. This Company will be liable for losses or property burnt by lightning, but not for any loss occasioned by the explosion of a Steam Boiler; or occasioned by Comphene, or by the explosion of Gunpowder.
9. Jewels, plate, medals, paintings, statuary, sculptures, and curiosities, are not deemed to be included in any insurance, unless an inventory thereof accompany the application for insurance, or so inserted in the policy.
10. In case of fire, or of loss or damage thereby or of exposure to loss or damage thereby, it shall be the duty of the insured to use all possible diligence in saving and preserving the property, And if they shall fail so to do, this company shall not be held answerable, to make good the loss and damage sustained in consequence of such neglect. And it is mutually understood that there can be no abandonment to the insurers of the subject insured.

11. All persons insured by this Company, and sustaining loss or damage by fire and lightning, forthwith to give notice thereof to the Company; and as soon after as possible to deliver ⁱⁿ a particular account of such loss or damage, signed with their own hands, and verified by their oath or affirmation; they shall also declare on oath, whether any and what other insurance has been made on the same property, what was the whole value of the subject insured, what was their interest therein; in what general manner, (as to trade, manufactory, merchandize or otherwise) the building insured or containing the subject insured, and the several parts thereof, were occupied at the time of the loss, and who were the occupants of such building; and when and how the fire originated, as far as they know or believe; and procure a Certificate under the hand of a Magistrate, or Notary Public (most contiguous to the place of the fire, and not concerned in the loss, as a creditor or otherwise, or related to the insured, or sufferers) that he is acquainted with the character and circumstances of the person or persons insured, and has made diligent inquiry into the facts set forth in their statement, and knows or verily believes that he, she, or they, really and by misfortune, and without fraud or evil practice, hath or have sustained by such fire loss and damage to the amount therein mentioned; and also if required, shall produce their book of account and other proper vouchers and shall also if required submit to an examination under oath, by the agent or attorney of the Company and answer all questions touching his, her or their knowledge of anything

relating to such loss, or damage, or to their claims thereupon, and subscribe such examination, the same being reduced to writing; and until such proofs, declarations and certificates are produced, and examination if required, the loss shall not be deemed payable. Also if there appear any fraud or false swearing, the insured shall forfeit all claim under this policy.

When Merchandise or Other personal property is partially damaged, the insured shall forthwith cause it to be put in as good order as the nature of the case will admit, assorting and arranging the various articles according to their kinds; and shall cause a list or inventory of the whole to be made, naming the quantity and cost of each kind. The damage shall then be ascertained by the examination and appraisal of each article by disinterested appraisers, mutually agreed upon. The expense of ascertaining and proving any loss which may occur, and also of forwarding such proof to the office of the Company, shall be paid by the party insured.

B. Payments of losses shall be made in fifty days, after the loss shall have been ascertained and proved without any deduction whatever, and in case differences shall arise touching any loss or damage, it may be submitted to the judgment of arbitrators indifferently chosen, whose award in writing shall be binding on the parties. In case of any loss or damage to the property insured, it shall be optional with the Company to replace the article lost or damaged, with others of the same kind, and equal goodness, and to rebuild, or to repair the building within

a reasonable time; giving notice of their intention to do within thirty days after the having received the proofs of loss required by the thirteenth article of these Conditions.

13. Insurance once made may be continued for such further terms as may be agreed on the premium thereof being paid and a renewal receipt being given for the same; and it shall be considered as being continued under the original representation in so far as it may not be varied by a new representation in writing, which in all cases it shall be incumbent on the party insured to make, when the risk has been changed, either within itself, or by the surrounding or adjacent buildings.
14. Buildings insured or containing property insured when referred to in the policy by class, shall be deemed to be warranted if of the first class, to be built of Brick or Stone, covered with tile, Slate or Metal, the Windows, shutters and outer doors of solid iron, gutters and cornices of brick, stone, or metal, Second Class, of Brick or Stone covered with tile, slate or metal, Third Class of Brick or Stone covered with wood, Fourth Class, entirely of wood.
15. It is furthermore hereby expressly provided, that no suit or action of any kind against said Company for the recovery of any claim upon under or by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, unless such suit or action shall be commenced within the term of twelve months next after the cause of action shall accrue; and in case any such suit or action shall be commenced against said Company after the expiration of twelve months next after the cause

of action shall have accrued the lapse of time shall be taken and deemed as conclusive evidence against the validity of the claim so attempted to be enforced.

16. The company will not be answerable from any loss arising from the use of fires in buildings unprovided with a good and substantial stone or brick chimney, even consequence of neglect or deviation from the laws or regulations of Police, made to prevent accident from fire, in places where laws and regulations on this subject exist,

And the plaintiff avers that on the 10 day of August 1850, the stock of goods contained in the three and a half story fire proof brick store, known as No 88 Lake Street, were accidentally and without the fault of the plaintiff; consumed, lost and damaged by fire, and that the amount of such loss and damage by fire as aforesaid was the sum of five hundred and fifty five dollars and forty six cents, and the said plaintiff further avers, that he did forthwith viz on the 12th day of August 1850. give notice thereof to the said Company; and on the third day of September 1850 and as soon after as possible delivered ⁱⁿ to the said Company a particular account of such loss or damage by him sustained, signed with his hand and verified by his oath in due form administered by Andrew Brown a Notary Public in & for the County of Cook; and on the 30th day of August 1850 the plaintiff declared or oath duly administered by said Andrew Brown Notary Public as aforesaid that no other view

Loft
Damage
by fire
p555

insurance had been made on the property so injured,
lost and destroyed as aforesaid since the
date of said Policy, except and mentioned
them, and procured a certificate under the
hand of said Brown as such Notary as aforesaid,
he being most contiguous to the place
where said property was damaged and
destroyed as aforesaid, that he was acquainted
with the character and circumstances of the plain-
tiff, and that he verily believed, that he really
and by misfortune, and without fraud or evil
practice had sustained by such fire, the loss
or damage to the amount mentioned in his
account thereof as aforesaid, And that the
said plaintiff forthwith caused the said
stocks of goods so damaged as aforesaid by
the said fire, to be put in as good order as
the nature of the case would admit & sorted
and arranged the articles according to their
kinds and caused a list and inventory of the
whole to be made, naming the quantity & cost
of each kind and the damage was then
ascertained on the 13 day of August 1850 by
Samuel Day & Charles B. King disinterested
appraisers, mutually agreed upon by the said
parties to the said Policy, and assessed to be the
amount of six per cent on the whole value viz
\$1076 ²⁵/₁₀₀ and which plaintiff avers amounts to
Sixty four dollars and fifty seven cents which
with the sum of \$490.99 the amount of goods
lost amounts in the whole to the sum of five
hundred and fifty five dollars and forty six
cents, and although the said plaintiff hath
in all things conformed himself, observed,
performed, fulfilled, and kept all things in
the said Policy of Insurance, and the said

conditions on his part and behalf to be observed and performed according to the form and effect of the said Policy and of the said conditions, and although fifty days have elapsed since the ^{same} loss was so ascertained and proved, yet the said defendants, not regarding their said promise, and undertaking, so by them made as aforesaid, did not nor would, although often requested pay the said loss and damage so sustained as aforesaid on any part thereof, but have hitherto wholly neglected and refused and still neglects and refuses so to do, to wit, at Chicago aforesaid.

¶ Court. And whereas also the said defendants afterwards, to wit, on the fifth day of October 1849, by their Policy under the hands of the President and Secretary thereof, duly made executed and delivered to the said plaintiff for a certain premium then & there paid by the said plaintiff, made insurance upon the stock of goods of the said plaintiff against loss or damage by fire to the amount of three thousand dollars, consisting of such articles as are usually kept in County Stores, contained in the three and a half story fire proof brick store known as No 88 Lake St, situated between Dearborn & State Streets, and which said Policy of Insurance so made & executed as aforesaid is set forth in the first Count of this declaration, reference being thereunto had for greater particularly. And the said plaintiff avers, that on the 10th day of August 1850 the stock of goods contained in the three and a half story brick store and described and mentioned in the said Policy of Insurance were accidentally and without the fault of the plaintiff.

consumed, lost and damaged by fire and that the amount of such loss and damage by fire as aforesaid was the sum of five hundred and fifty five dollars and forty six cents, and the said plaintiff further avers, that he did forthwith viz; on the 12 day of August 1850 give Notice of such loss and damage to the said Company; and on the third day of September 1850 and as soon after as possible delivered into the said Company a particular account of such loss or damage by him sustained signed with his hand and verified by his oath in due form administered by Andrew L Brown a Notary Public in & for the County of Cook, and on the 30th day of August 1850 the plaintiff declared or oath duly administered by said Andrew Brown Notary Public as aforesaid, that no other insurance had been made on the property so injured, lost and destroyed as aforesaid, since the date of said Policy except as mentioned therein & procured a Certificate under the hand of said Brown as such Notary Public as aforesaid, he being most contiguous to the place where said property was damaged and destroyed as aforesaid, that he was acquainted with the character and circumstances of the plaintiff and that he verily believed, that he really and by misfortune, and without fraud or evil practice, had sustained by such fire the loss or damage to the amount mentioned in his account thereof as aforesaid, and that the said plaintiff forthwith caused the said stock of goods so damaged as

Copy of damage

as aforesaid, by the said fire, to be put in a good order as the nature of the case would admit, and assorted and arranged the articles according to their kinds, and caused a list and inventory of the whole to be made, measuring the quantity and cost of each kind, and the damage was then ascertained on the 15th day of August 1850 by Daniel Day Charles, William Clum, trusted appraisers mutually agreed upon by the said parties to the said policy, & assessed to be the amount of six per cent on the whole value of \$10625 and which said amount amounts to sixty four dollars fifty seven cents which with the sum of 490.99 the goods lost amounts in the whole to the sum of five hundred and fifty five dollars and forty six cents, and although the said plaintiff hath in all things conformed himself to, observed performed, fulfilled and kept all things in the said Policy of Insurance, and therein conditions on his part and behalf to be observed and performed, according to the form and effect of the said Policy and of the said conditions, and although sixty days elapsed since the said loss and damage was so ascertained proved, Yet the said defendants, notwithstanding their said promise and undertaking so by them made as aforesaid did not nor would, although often requested, pay the said loss and damage so sustained as aforesaid on any part thereof, but have hitherto wholly neglected and refused and still neglect and refuse so to do, to wit at Chicago aforesaid.

lost goods

copied

To the damage of the said plaintiff of
fifteen hundred Dollars & therefore he brings
suit &c

Arnold & Sawyer
Attys for Plffs.

For a copy of instrument suit but in ref-
erence is made to the first count of declaration,

And afterwards to wit, on the 5th day
of April Eighteen hundred and fifty one
there issued out of the Cook County Circuit
Court the Peoples writ of summons which
in word and figures as follows to wit.

State of Illinois }
Cook County }

To the people of the State
of Illinois, to the Sheriff of said County, Greeting;
We command you that you summon Jentius
W. Madsworth agent of the Stalford fire Insurance
Company if he shall be found in your County,
personally to be and appear before the Circuit
Court of said County, on the first day of
the next term thereof to be holden at
the Court House in Chicago in said
County, on the first Monday of May next
to answer unto John H. Ware upon
oath what amount he is indebted to said
Insurance Company or what property
effects, choses in action he has in his
possession belonging to said Insurance Com-
pany. And have you then and that
this writ, with an endorsement thereon,
in what manner you shall have executed

the same.

Witness, L. S. Wood Clerk of
our said Court, and the Seal thereof
at Chicago aforesaid, this 30th day
of April A.D. 1851

L. S. Wood Clerk
of the Circuit Court

On the back of which there is the following
endorsement to wit:

Executed by Reading to the within named
D. W. Medsforth Sept 30. 1851

| | |
|-----------|------|
| 1 Service | - 50 |
| 1 Mile | - 5 |
| 1 Return | 100 |
| | - 65 |

Wm L. Church Sheriff
By D. T. Wood Deputy

And afterwards on the 4th day of Dec
in the Year last aforesaid the said defts
files their plea which is as follows
to wit:

Cook County Circuit Court
December Term A.D. 1851

Hartford Fire Ins. Co }
vs
John R. Cole }

And the said defen-
dants by Norman Woodbridge their attorney
comes and defends the wrong and injury
whence and says that they did not under-
take or promise in manner and form
as the said plaintiff hath above thereof

complained against him and of this
they put themselves upon the Country &
Hornum & Woodbridge
Sept. Atty.

The plaintiff in the above entitled cause
by D. W. Arnold his Attorney hereby stip-
ulates & agrees to & with the defendants
in said cause that the latter shall be
allowed under the above plea to avail
themselves of any defence or defences which
would be admissible under any special
plea or pleas

J. W. Arnold

And afterwards to wit on the 15th Monday
of December in the Year Eighteen hundred
and fifty one, it being one of the days of
the December Term of the Court County,
Circuit Court the following among other
proceedings were had, to wit:

John R. Case

vs
Hartford Ins Company

} Attachment

And now at this
day came the said parties by their At-
torneys and issue being joined, it is ord^d
that a jury come, thereupon come the
jurors of a jury of good and lawful
men to wit:

Charles Sweet

J. R. Phillips

W. P. Eaton

J. A. Holcomb

Saml Walker

Robt Blagburn

E. Moore

Amos Lamb

Moss Tucker
S. D. Huger
E. H. Coelle
Orville Tobey

who being duly sworn to try elected
tried and sworn well and truly to try
the issue according to Law and the evidence
and they having heard the ^{exposition of the} evidence, it was
by agreement of parties ordered that the
jury separate and that this trial be post-
poned till the coming in of the Court to
Morrow Morning.

And afterwards, on the 16 day of December
in the year last aforesaid, and one of the
days of the term last aforesaid the following
among other proceedings were had to wit.

John R. Case

vs

Stafford Ins Compy

} Attachment

This day again came
the parties by their attorneys and the jurors
aforesaid also, come and they having heard
further testimony it was by the agreement
of parties ordered that the jury separate
and that this cause be postponed until
the coming in of the Court tomorrow Morning

And afterwards 17th day of Decr if being
one of the days of Term last aforesaid
the following among other proceedings were
had to wit.

John R. Case

vs

Stafford Ins Compy

} Attachment

This day again came
the parties by their attorneys and it appearing
that Moses Surkee one of the jurors is se

unwill asto' be unable to continue on said jury. It is agreed between the said parties to proceed with the trial of this case with the other eleven jurors and and they having heard all the testimony as well on the part of the defendants as of the plaintiff, on the agreement of parties it is ordered that the jury be allowed to separate, and this cause be put forward till the coming in of the Court on tomorrow morning.

And afterwards on the 18th day of December being one of the days of the Term last aforesaid, the following among other proceedings were had to wit

John R. Case } Attachment
vs }
Saulford (In Copy) }
This day again came the said parties by their Attorneys and the Jurors aforesaid also come and they having heard the arguments of Counsel instructions of the Court, then proceeded to consider of their verdict, and afterwards come into Court and say we of the jury find the issues for the plaintiff and assess the Plaintiffs damage at the sum of Fifty Nine dollars and seven teen cents. Whereupon the said defendant moves the Court in arrest of judgment and for a new trial.

which motions were respected ~~except~~
of the Court ~~to~~ ^{to} ~~the~~ ^{the} ~~same~~ ^{same} ~~deft~~ ^{deft} ~~except~~ ^{except}
afterwards to wit on the 3rd day of
January it one of the days of the Term
last aforesaid the following among
other proceedings were had to wit

~~John N. Case~~
~~vs~~
~~Hartford Fire Insurance Company~~ ~~vs~~ Attachment
This day came the
said defendants by learned their attorney
and withdrew their Motion for a new
trial and in arrest of Judgment before
the Court.

Therefore it is considered that
the said Plaintiff do have and recover of
the said defendants his damages of
fifty nine dollars and seventeen cents
assessed as aforesaid together with his
costs and charges by him about his suit
in this behalf expended and have execu-
tion therefor

And it is further ordered
that the said Plaintiff have leave to
file his Bill of exceptions within thirty days.

And afterwards on the 1st day of February
in the Year of our Lord One thousand eight
hundred and fifty two, the said defendant
filed his Bill of exceptions, which in
words and figures as follows to wit;

Good Circuit Court
John N. Case
vs
Hartford Fire Insurance Company.

Be it remembered that on the 15th day of December
A. D. 1851 this cause came on to be tried before
Hon. Hugh S. Buckley and a jury, and the plain-
tiff introduced the Policy of insurance and the
Preliminary Proof of loss & Copies of both of
which are set forth in the Narr. and are as follows
to wit:

Wartford Fire Insurance Company
No 425

By this Policy of insurance, the Hartford
Fire Insurance Company in consideration of
Twenty two ⁵⁰ five hundred dollars to the said corporation
paid, the receipt whereof is hereby acknowledged,
doth agree to insure, and doth hereby agree
to insure John H. Case, against loss or damage
By fire, to the amount of Three thousand
Dollars on his stock of goods, consisting of
such articles as are usually kept in country
stores, contained in the three and a half story
fire proof brick store known as Post Lake St
situate between of carbon & State Streets,
insured by the Aetna Ins Co. N.Y. for \$5000.00
March 31, 1850. And the said Corporation doth
hereby promise and agree to make good unto
the said assured his executors, administrators,
and assigns, all such immediate loss or damage,
not exceeding in amount the sum insured, as shall
happen by fire to the property as above specified from
the 6th day of October one thousand eight hundred
and forty nine (at noon) unto the 6th day of Oct. 1851
One thousand eight hundred and fifty (at noon)
the said loss or damage to be estimated accord-
ing to the true and actual cash value of the
property at the time the same shall happen;
and to be paid within sixty days after notice
and proof thereof made by the assured,

Palmer

in conformity to the conditions annexed to
this policy. Provided always, and it is
hereby declared, That this Corporation shall
not be liable to make good any loss or damage
by fire, which may happen or take place
by means of any invasion, insurrection, riot,
or Rebels' commotion, or of any Military or
usurped power. And provided, further,
that in case the assured, shall have already
any other insurance against loss by fire, on the
property hereby insured, and not notified to
this Company, and mentioned in or endorsed
upon this Policy; then this insurance shall
be void and of no effect. And if the said
assured, or his assigns, shall hereafter make
any other insurance on the same property, and
shall not with all reasonable diligence, give
notice thereof to this Company, and have the
same endorsed on this instrument, or otherwise
acknowledged by them in writing, this Policy
shall cease, and be of no further effect, and
if any subsequent insurance should be made
upon the property hereby insured, which, with
the sum or sums already insured, should,
in the opinion of the said Hartford Fire Insurance
Company amount to an over insurance, said
Company reserve to themselves the right of
cancelling this Policy, by paying to the Insured
the unexpired premium pro rata. And in case
of any other insurance upon the property hereby
insured, whether prior or subsequent to the date
of this policy, the assured shall not, in case of
loss or damage, be entitled to demand or recover
of this Company, any greater portion of the loss
or damage sustained, than the amount hereby
insured shall bear to the whole amount insured.

on the said property. And it is agreed and declared to be the true intent and meaning of the parties hereto, that in case the above mentioned premises shall at any time after the making, and during the continuance of this insurance, be appropriated, applied or used to or for the purpose of carrying on or exercising therein any trade, business, or vocation, denominated hazardous or extra hazardous, or specified in the memorandum of special rates, in the conditions annexed to this policy, or for the purpose of storing, using, or vending therein any of the articles, goods, or merchandize in the conditions aforesaid denominated hazardous or extra hazardous, or included in the Memorandum of special rates, unless herein otherwise specially provided for or hereafter agreed by this Company in writing, and added to or indorsed upon the Policy, or if such premises are privileged to be occupied for certain purposes denominated hazardous, extra hazardous, or included in the memorandum of special rates, by this Company in writing and they shall at any time afterward and during the continuance of this insurance, be occupied for other purposes, denominated hazardous, or extra hazardous, or included in the memorandum of special rates, without leave for such change of occupation being first obtained from this Company in writing, and added to or indorsed upon this Policy, then, and from thenceforth, so long as the same be so appropriated, applied, used, or occupied, these presents shall cease, and be of no further force or effect. And it is moreover declared, that this Insurance is not intended to apply to or cover any books of account.

written securities, deeds or other evidences of title to lands, notes or bonds, bills, notes or other evidences of debt, or to money or bullion, and that this policy is made and accepted in reference to the conditions hereunto annexed, which are to be used and resorted to in order to explain the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for. In witness whereof, The Hartford Fire Insurance Company have caused these presents to be signed by their President and Secretary, in the City of Hartford, but the same shall not be binding, unless countersigned by Wadsworth Agent for the said Company.

Witness

James C. Bullis,

Secretary

Elephelt Perry,
President.

Countersigned at Chicago, this 17th day of
October 1849.

C. J. Wadsworth
Agent

Conditions of Insurance Referred to
in the body of the foregoing Policy,

1. Goods are denominated, not hazardous, hazardous, and extra hazardous. Goods not hazardous are such as are usually kept in dry goods stores, including coffee, coffee in bales, flour, household furniture and linen, indigo, spat ash, rice, spices, sugar, teas crushed, grain, and other articles not combustible.
2. The following trades and occupations, goods, wares, and merchandize, are

denominated hazardous, viz basket
makers, copper smiths, china or earthen or
Glass Ware, complete glass, in packages, boxes,
or casks, grocers with any hazardous articles,
gun makers or smiths, hot finishers, looking
glasses in packages or boxes, Milliners stock,
oil, paper in reams, paper hanging, putty,
porter houses, rags in packages, sail
makers, saltpeter, spirituous liquors,
sulphur, tallow, tar, tapers, turpentine,
vitreous shops, window glass in boxes
and wooden ware sellers,

The following trades and occupations,
goods, wares and Merchandize, are den
ominated, extra hazardous, viz alcohol,
apothecaries, aqueducts, basket makers
or makers, bookbinders stock, brass founders,
brick makers, chip, grass or straw hat makers,
cabinet makers stock, Camphine, ~~car~~
Carus, china or earthen ware, or looking
glasses, unpacked, and buildings in which
the same are packed or unpacked, chocolate
makers, Coloursmen's stock, Comb makers, con
fectioners stock, druggists, ether, founders
flux, gut makers, hemp, hay pressed in
bundles, jewellers stock, Lamp Manufacturers
lime unslacked, loco loco and lucifer matches,
mathematical or Musical or Optical instru
ment sellers, or perfumers stock, Porcelain
Manufacturers, pictures, plates, or plated
ware Manufacturers, prints, printers of news
papers, rag sters, ship chandlers, schessmiths
or Stationers stocks, soap makers, Spices
of Turpentine, Stone Manufacturers, tin or
sheet iron workers, tobacco Manufacturers,

turners, upholsters, manufacturers, varnish,
watch makers stock, tools, &c window or
plate glass unpacked.

Meml. - Dakers, Bank Mills, blind
makers, breweries, flintstone works, book
binders, blacksmiths, boat-builders, cabinet
makers, carpenters, joiners, Coopers, Chair
or Coach makers, work shops, chemists, Cot-
ton Mills, distilleries, dyers, forges, forges,
flax Mills, frame makers, furriers,
gulling Mills, gun-powder, grist Mills,
hat Manufactories, houses, building or
repairing, ink or ivory, black or lamp black
manufactories, linen stables, lumber or
Matrogany yards, malt houses, metal
and other Mills of all kinds, musical instrument
makers, oil makers, oil boiling houses, cotton
factories, pump and block makers, shops
paper Mills, piazzas and pieces of wood,
printers of books and jobbing, ropers makers, sack
makers, saw or snuff Mills, Ship builders, stock
in the yard, ships or other vessels in port, or their
cargoes, or when building or repairing, Steam
Engines or boats, sugar, refineries, tallow melters
or chandlers, tar boiling houses, theatres, or
other places of public exhibition, timber
yards, tinsmiths, Manufactories, varnish
makers, woollen Mills and generally all
Manufacturing establishments, and all trades
requiring the use of fire heat, or Steam power,
not before enumerated, will be insured at
Special rates of Premium.

4. Application for insurance must specify
the construction and materials of the building

to be insured, or containing the property to be insured; by whom occupied; whether as a private dwelling, or how otherwise; its situation with respect to contiguous buildings, and their construction, denominated hazardous or extra hazardous, or included in the Memorandum of Special rates. And a false description, by the insured, of a Building, or of its contents, or omitting to make known any fact or feature in the risk which increases the hazard of the same, or in a valued policy, an over valuation shall render absolutely void a policy issued upon such description or valuation. If after insurance is effected, upon any building or goods, in this office either by the original policy, or by the renewal thereof, the risk shall be increased by any means whatsoever within the control of the assured, or if such building or premises shall, with the assent of the assured, be occupied in any way so as to render the risk more hazardous than at the time of insuring, such insurance shall be void and of no effect. If during the insurance, the risk be increased by the erection of buildings, or by the use or occupation of neighboring premises, or otherwise, or if for any other cause the Company shall prefer, it shall be optional with the Company to terminate the insurance, after notice given to the assured, or his representatives, of their intention, to do so; in which case the Company will refund a reliable portion of the premium.

3^d No insurance, whether original or continued, shall be considered as binding, until

the actual payment of the premium.

7. Goods held in trust, or on commission, are to be insured as such, otherwise the policy will not cover such property; and in case of loss the names of the respective owners shall be set forth in the preliminary proofs of such loss, together with their respective interests therein.
8. Policies of insurance, subscribed by this Company, shall not be assignable without the consent of the Company, expressly by endorsement made thereon. In case of assignment without such consent, whether of the whole policy, or of any interest in it, the liability of the Company, in virtue of such policy, shall thenceforth cease. And in case of any sale, transfer, or change of title in property insured by this Company, such insurance shall be void and cease.
9. This Company will be liable for losses on property burnt by lightning; but not for any loss occasioned by the explosion of a Steam boiler, or occasioned by Camphire, or by the explosion of gun-powder.
10. Jewels, plate, Medals, Paintings, Statuary, Vase, and curiosities, are not deemed to be included in any insurance, unless an inventory thereof accompany the application for insurance, or is inserted in the policy.
11. In case of fire, or of loss or damage thereby, or of exposure to loss or damage thereby, it shall be the duty of the insured to use all possible diligence in saving and preserving

the property. And if they shall fail so to do, this company shall not be held answerable to make good the loss and damage sustained in consequence of such neglect. And it is mutually understood that there can be no abandonment to the insurers of the subject insured.

11. All persons insured by this company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the company; and as soon after as possible to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath or affirmation, they shall also declare on oath, whether any and what other insurances have been made on the same property; what was the whole value of the subject insured, what was their interest therein; in what general manner (as to trade, manufactory, merchandise, or otherwise) the building insured, or containing the subject insured, and the several parts thereof, were occupied at the time of the loss, and who were the occupants of such building, and when and how the fire originated, so far as they know or believe, and procure a certificate under the hand of a Magistrate, or notary public, (must be contiguous to the place of the fire, and not concerned in the loss, as an auditor or otherwise, or related to the insured or sufferers) that he is acquainted with the character and circumstances of the person or persons insured, and has made diligent inquiry into the facts set forth in their statement, and knows or verily believes

that, he, she, or they, really and by misfor-
-tune, and without fraud or evil practice,
-hath or have suffered sustained by such
-fire, loss and damage, to the amount there-
-in mentioned; and also, if required, shall
-produce their books of account and other
-proper vouchers; and shall also, if required,
-submit to an examination, under oath, by
-the agent or attorney of the Company, and
-answer all questions touching his, her or
-their knowledge of any thing relating to
-such loss or damage, or to the nature of their
-claim thereupon, and subscribe such exami-
-nation, the same being reduced to writing,
-and until such proofs, declarations and
-certificates are produced, and examination
-if required, the loss shall not be deemed
-payable. Also, if there appear any fraud
-or false swearing, the insured shall forfeit
-all claim under this policy. Where mer-
-chandise or other personal property, is par-
--tially damaged, the insured shall forthwith
-cause it to be put in as good order as the na-
-ture of the case will admit, assorting and
-arranging the various articles according
-to their kinds; and shall cause a list or
-inventory of the whole, to be made, naming
-the quantity and cost of each kind. The
-damage shall then be ascertained by
-the examination and appraisals of each
-article by disinterested appraisers, mutually
-agreed upon. The expense of ascertaining and
-proving any loss which may occur, and also
-of forwarding such proof to the office of the
-Company shall be paid by the party insured.

12. Payment of losses shall be made in forty days after the loss shall have been ascertained and proved, without any deduction whatever; and in case differences shall arise touching any loss or damage, it may be submitted to the judgment of arbitrators indifferently chosen, whose award in writing shall be binding on the parties, in case of any loss or damage to the property insured, it shall be optional with the company to replace the article lost or damaged, with others of the same kind and equal goodness, and to rebuild, or to repair the building or buildings within a reasonable time; giving notice of their intention so to do within thirty days after having received the proofs of loss required by the clause or article of these conditions.

13. Insurance once made, may be continued for such further term, as may be agreed on, the premium therefor being paid and a renewal receipt, being given for the same, and it shall be considered as continued under the original representation, in so far as it may not be varied by a New representation in writing, which in all cases, it shall be incumbent on the party insured to make, when the risk has been changed, either within itself, or by the surrounding or adjacent buildings.

14. Buildings insured or containing property insured when referred to in the policy by Class shall be deemed to be warranted of the First Class, to be built of Brick or Stone,

covered with tile, slate or metal, the window shutters and outer doors of solid iron, gutters and cornices of brick, stone, or metal, Second Class, of brick, or stone, covered with tile, slate, or metal - Third Class of brick or stone, covered with wood, Fourth Class, entirely of wood.

10. It is furthermore hereby expressly provided, that no suit or action of any kind against said Company, for the recovery of any claim upon, under, or by virtue of this Policy, shall be sustainable in any court of Law or Chancery, unless such suit or action shall be commenced, within the term of twelve Months next after the cause of action shall accrue; and in case any such suit or action shall be commenced against said Company after the expiration of twelve Months next after the cause of action shall have accrued, the lapse of time shall be taken and deemed conclusive evidence against the validity of the claim thereby so attempted to be enforced.

11. The Company will not be answerable for any loss arising from the use of fires in buildings unprovided with a good and substantial Stone or brick chimney, or in consequence of Neglect or deviation from the laws or regulations of Police, made to prevent accidents from fire, in places where laws and regulations on this subject exist.

Preliminary
proof of
copy

Copy of Receipts Sent To the Hartford
Ins Co. Sept 3, 1850 in matter of damages
at Fire Aug 10, 1850

To The Hartford Fire Insurance Com-
pany of Hartford - Connecticut,

Take Notice that on the
10th day of August A. D. 1850 I sustained
loss and damage by fire on property in-
sured by said Company, being the property
mentioned in policy No 428. Signed by
Ephraim Terry President, Attested by
James G. Bowers Secretary and com-
pleted on the 10th day of October 1850
at Chicago by C. S. Madson agent
to the amount of five hundred and fifty
dollars and forty six cents, as per statement
and exhibits hereto annexed to which
reference is hereby made.

In Witness Whereof
Chicago August 28, 1850

State of Illinois }
County of Cook }
City of Chicago } John R. Case of said
City and County states that at about 10 o'clock
in the evening of 10th of August 1850 a fire
commenced in the Barn of the Mansion
House Chicago on the Rear of the lot adjoin-
ing the store of this deponent, which immedi-
ately communicated with the adjoining
buildings on two sides of the store of this
deponent, destroying the whole of the out-
buildings of the Mansion House & a

number of other buildings, and all the buildings in the rear of the store of this deponent, considerably damaging the north and east sides of his store, That he was ordered by the fire department to throw open the doors of his store for the purpose of carrying the Haze through the store, and it was necessary for many of the firemen to pass through the store upon the roof of the building for the purpose of extinguishing the fire which caused the store to be filled with smoke, and it became necessary as he thought to remove a portion of his stocks into the street, causing considerable loss and damage thereto. This deponent cannot state positively how the fire originated but it is believed to have been the work of an incendiary. The said building containing the goods insured was occupied at the time of the fire as follows by all of said building was occupied by this deponent, in his ordinary business as a Merchant, except the front office on the second floor of the south end of said building, which was occupied by Geo. C. Wadley for purposes of dentistry and as a sleeping apartment. This deponent further states that the value of the property insured at the time said fire occurred was five thousand dollars eight hundred and one dollar and fifty five cents (\$5,801. ⁵⁵/₁₀₀) and that said property was owned by this deponent and that there was not at that time any other insurance upon said property, and had not been any other insurance

thereon, since the sixth day of October 1849
except as mentioned on said Policy.

The following is a particular
account of said loss and damage
1850 April 1. The whole amount of goods on
hand at cost was \$ 8523.78

1850 Aug 10. The whole amount of
Goods purchased since April
to date at cost was } 10934.94 9417.26

Aug 12. The whole amount of
Goods on hand after the fire
August 10. at cost was } 5245.99

The whole amt of goods sold
from April 1. to Aug 10. at cost
price was } 3680.58 8926.37

Leaving amt. lost at fire or destroyed } \$ 490.99

Calculated at cost and at a fair valuation

The ^{amount} of Goods damaged at the fire was at cost
price of 1076.25 and damaged at six pence
as per Appraisal and certificate of Chas B
King & Haybert Attached is } 64.57
making whole amount of loss by fire } 555.46

And the said John R Case further
states that said goods, lost and
damaged as described in the above state-
ment, and in the statement of the said
King & Haybert annexed, were with the
same severally put forth to each, and that
immediately after said fire, being Monday
the 12th of August he caused the goods
in said store and that were partially
damaged to be put in as good order
as the case would admit, assorting and
arranging the various articles accor-

ding to their kinds, and that the above
Statement, and the Statement and ap-
provement of the said Charles B. King and
Samuel Day attached hereto, contain
a true account of said loss and damage
John R. Case.

State of Illinois

Cook County

John R. Case of said
County being duly sworn, says that the
Matters and things stated in the foregoing
notice and Statement are true as therein
stated, and that the Matters stated as
upon information, and believe he verily
believes to be true. Sworn to and subscribed
before me, Witness my hand
Seal Notary at Chicago
this 30 day of August A.D. 1850
Signed Andrew Brown John R. Case
Notary Public.

State of Illinois

Cook County

Wm Samuel Day and
Charles B. King of said County do hereby
certify that on the 13th day of August A.D. 1850 at
the request of John R. Case and John W. Penwell
acting agents for the Hartford Fire Insurance
Co. for C. G. Madson the agent, We examined
the following goods at the store of said Case
at No 88 Lake St and found them damaged
to the amount of six per cent on the whole val-
ue viz \$1076 ²⁵/₁₀₀ and to the best of our knowledge
and believe said damage was occasioned by the fire
on the 10th of August as set forth in his Statement hereto annexed

| | | | |
|---------------------|--------------------|------------------|-------|
| 1/2 pr Consing | 47 ^{1/2} | 9 ^{1/2} | 44 51 |
| 5 " " | 199 | 10 | 19 92 |
| 2 " " | 48 | 18 | 8 64 |
| 11 " " | 60 ^{1/2} | 20 | 12 10 |
| 6 " " | 176 ³ | 18 | 31 81 |
| 4 " " | 118 | 14 | 16 52 |
| 1 " " | 38 ² | 4 | 4 81 |
| 2 " " | 137 | 11 ² | 15 75 |
| 3 " " | 154 ³ | 14 | 22 08 |
| 1 Galton Flannel | 18 ² | 8 ² | 15 7 |
| 1 " " | 60 | 9 ^{1/2} | 5 90 |
| 2 " " | 50 ³ | 10 | 5 07 |
| 1 Crown Check | 45 | 10 | 4 50 |
| 1 " " | 50 | 10 ² | 5 35 |
| 5 pr Brown Shelling | 148 | 7 ² | 11 10 |
| 15 " Shelling | 240 ² | 4 ³ | 12 82 |
| 2 " Wickon | 24 ^{1/2} | 7 | 1 72 |
| 2 " Bed tick | 18 | 12 | 3 96 |
| 2 " " | 34 | 10 | 3 70 |
| 3 " " | 60 | 9 ^{1/2} | 4 50 |
| 8 " " | 196 ^{1/2} | 8 | 15 70 |
| 2 " " | 47 ^{1/2} | 12 | 5 67 |
| 4 " Black Shells | 131 ^{1/2} | 8 | 10 52 |
| 7 " Muslin | 191 ^{1/2} | 7 ³ | 14 82 |
| 3 " " | 180 ^{1/2} | 7 ² | 5 13 |
| 3 " " | 37 | 6 ¹ | 3 31 |
| 1 " " | 27 | 7 | 1 89 |
| 3 " " | 80 ^{1/2} | 6 | 4 25 |
| 1 " " | 34 | 9 ² | 3 23 |
| 1 " " | 6 | 11 | 66 |
| 5 " " | 128 ^{1/2} | 9 ^{1/2} | 12 20 |
| 1 " Table Linen | 21 | 40 | 8 40 |
| 1 " Blk Cambric | 14 ¹ | 7 ² | 1 07 |
| 6 " " | 159 | 6 | 9 56 |
| 7 " " | 221 | 6 ² | 14 36 |

| | | | | |
|-----|---------------------|--------------------|-----------------|-------|
| 8 | Cal | 80 | 8 ² | 6 80 |
| 10 | | 138 | 8 ² | 11 72 |
| 1 | Dark Gingham | 24 | 10 | 2 40 |
| 1 | Blue Canton Flannel | 17 | 10 | 1 70 |
| 1 | Flail | 20 | 8 | 1 60 |
| 3 | " | 10 | 8 | 80 |
| 24 | Tuscum Hats | | 80 | 19 20 |
| 4 | Mo Hood Blankets | | 41 | 2 00 |
| 2 | Whelmy " | | 10 ^f | 2 50 |
| 2 | Woolley Shawles | | 16 ^f | 4 00 |
| 1 | " | | 18 ^f | 2 25 |
| 9 | Cotton Basket | | 8 ^f | 9 00 |
| 1 | Woolley | | 16 ^f | 2 00 |
| 4 | " | | 20 ^f | 10 00 |
| 1 | " | | 12 ^f | 1 50 |
| 1 | ps RR Delam | 98 | 14 | 3 92 |
| 1 | Cal Delam | 11 | 15 | 1 65 |
| 1 | " | 12 | 2 ^f | 3 00 |
| 8 | " | 62 | 7 ^f | 11 60 |
| 3 | " | 41 ² | 20 | 8 30 |
| 3 | " Castmere | 17 ¹ | 41 | 7 07 |
| 1-4 | " | 10 ² | 35 | 3 59 |
| 3 | " Masted | 69 ² | 21 | 10 87 |
| 16 | " Gingham | 204 ² | 16 | 32 72 |
| 7 | " | 155 ^{3/4} | 11 ² | 19 41 |
| 1 | Dark Check | 52 ² | 15 | 7 81 |
| 8 | Calico | 97 | 9 ² | 9 91 |
| 1 | " | 8 | 9 | 72 |
| 2 | " | 23 ³ | 10 ² | 2 64 |
| 4 | " | 28 ³ | 10 | 2 87 |
| 15 | " | 308 ¹ | 10 | 30 83 |
| 4 | " | 60 ² | 10 ² | 6 35 |
| 7 | " | 208 ¹ | 6 ² | 13 54 |
| 5 | " | 58 ² | 7 | 4 09 |
| 1 | " | 2 ³ | 11 ² | 2 50 |

| | | | | |
|------|-------------------|------------------|-----------------|-------|
| 1 " | | 33 ^c | 11 | 3.57 |
| 19 " | | 253 ^c | 8 | 20.28 |
| 5 " | | 92 ^c | 8 ^c | 7.84 |
| 2 " | | 15 ^c | 4 | 1.91 |
| 20 " | | 407 ^c | 3 ^c | 11.26 |
| 24 " | | 17 ^s | 11 | 2.21 |
| 8 " | | 137 ^s | 4 | 17.2 |
| 2 " | | 34 | 5 | 1.70 |
| 7 " | | 109 | 8 | 8.72 |
| 7 " | | 191 ^c | 6 | 11.47 |
| 5 " | | 83 ⁴ | 7 ^c | 6.26 |
| 8 " | | 61 | 11 | 6.71 |
| 9 " | | 125 ^c | 11 ^c | 14.46 |
| 1 " | | 6 | 10 ^s | 6.4 |
| 3 " | | 88 ^c | 9 ^c | 8.40 |
| 1 | Domestic Graphite | | 11 | 3.1 |
| 1 | Hard | 9 | 14 | 1.26 |
| 1 | " Coars | 33 ^c | 8 | 2.66 |
| 1 | " Finest | 21 | 9 | 1.89 |
| 1 | " Grass Green | 20 | 21 | 5.00 |
| 1 | Green Shilling | 11 | 18 | 1.98 |
| 1 | " | 24 | 22 | 6.38 |
| 1 | " Cotton Damask | 33 | 14 | 4.48 |
| 1 | Printed Sattin | 31 | 17 | 5.27 |
| 1 | Mixed | 24 ^c | 45 | 10.91 |
| 1 | " | 26 | 30 | 7.80 |
| 1 | Black Jeans | 31 ^s | 30 | 9.32 |
| 1 | Sheeps Gray | 21 | 45 | 1.01 |
| 1 | " | 14 ^s | 56 | 8.36 |
| 1 | " | 28 | 41 | 14.00 |
| 1 | Red Flannel | 32 | 27 | 8.64 |
| 1 | " | 53 | 16 | 8.48 |
| 1 | " | 31 | 28 | 9.1 |
| 2 | White | 52 ^c | 27 | 14.17 |
| 1 | " Salted | 22 | 30 | 6.60 |
| 1 | " Canton | 53 | 8 ^c | 2.72 |

| | | | | |
|--------|------------------|------------------|----------------|-------|
| 1/2 | | 32 ² | 10 | 3 25 |
| 1" | Black Lace | 13 | 10 | 1 30 |
| 1" | Curtain Muslin | 20 ² | 31 | 7 69 |
| 1" | Walgains | 13 | 31 | 3 25 |
| 1" | Pink Calico | 5 | 15 | 75 |
| 1" | " | 33 | 11 | 3 65 |
| 2" | Delain | 9 ^{3/4} | 15 | 1 44 |
| 1" | Fustian | 2 ³ | 1- | 34 |
| 1" | Pink Lawn | 8 ² | 15 | 1 27 |
| 3" | Cambric | 9 ² | 6 ² | 5 99 |
| 2" | Caliceau | 65 ³ | 4- | 7 91 |
| 1" | Murene | | 28- | 3 50 |
| 2 1/2" | Drilling | 98 | 7 | 5 46 |
| 2" | Sheeting | 41 ³ | 6 | 2 50 |
| 5" | Blackhd Muslin | 34 | 8 | 2 72 |
| 1" | Canvas | 33 | 9 | 32 |
| 1" | Application | 37 ³ | 11 | 4 15 |
| 1" | Imsey | 12 | 14 | 21 |
| 1" | Woolen Wrapper | | 7 | 87 |
| 1" | Wide Bombayette | 30 ² | 41 | 12 50 |
| 2" | Sackonet-Cambree | 5 | 9 ² | 47 |
| 1" | Horse Blankets | | 8- | 1 00 |
| 4 | Pen Cops | | 104 | 5 00 |
| 1 ps | Calico | 16 | 9 | 1 44 |
| 1 | Cassimer | 44 ⁴ | 115 | 4 88 |
| 1" | " | 11 | 71 | 9 62 |
| 1" | " | 5 | 81 | 5 25 |
| 1" | " | 5 | 61 | 5 94 |
| 1 | " | 2 ² | 87 | 2 50 |
| 1 | " | 2 ² | 104 | 3 13 |
| 1 | " | 6 | 71 | 5 47 |
| 1 | " | 19 | 56 | 10 14 |
| 1 | " | 2 ² | 75 | 1 61 |
| 1 | " | 2 | 81 | 2 25 |
| 1 | " | 2 ³ | 51 | 1 72 |
| 1 | " | 14 | 41 | 7 00 |

| | | | | |
|---------------------|-------------------------------|-----|------|----|
| 1 ps | 3 ¹ / ₄ | 120 | 3 | 90 |
| 1 " | 5 | 115 | 5 | 75 |
| 1 " | 20 | 57 | 12 | 50 |
| 1 " Mattinet | 3 ² | 60 | 1 | 50 |
| 1 " | 11' | 41 | 5 | 62 |
| 1 " Sheeps Gray | 9 | 45 | 3 | 15 |
| 1 " | 19 ² | 44 | 8 | 58 |
| 1 " Tweeds | 20 | 65 | 13 | 00 |
| 1 " Kentucky Jeans | 39 ² | 20 | 7 | 90 |
| 1 " Mattinet | 5' | 45 | 2 | 36 |
| 1 " | 9 | 18 | 6 | 12 |
| 1 " Cassmere | 2 ¹ / ₄ | 87 | 2 | 25 |
| 1 " | 3 ² | 70 | 3 | 85 |
| 1 " Jeans | 2 ³ / ₄ | 35 | | 96 |
| 1 " Linsey | 21' | 14 | 2 | 97 |
| 3 " Oil cloth linen | 18 ² | 44 | 8 | 44 |
| 1 " Beavers cloth | 3 ² | 20 | 8 | 75 |
| 1 " Broad " | 2 ³ | 270 | 7 | 43 |
| 1 " " | 1' | 400 | 5 | 00 |
| 1 " | 2 | 187 | 4 | 50 |
| 1 " Cassmere | 3 | 167 | 6 | 00 |
| | | | 1076 | 25 |

Vigned Charles H. King
 & Daniel Say of Appraiser's
 State of Illinois
 Cook County } I Andrew Brown a Notary
 Public in and for the County of Cook do hereby
 Certify that Daniel Say & Charles H. King appeared
 before me this day and being by me duly sworn,
 stated that the matters and things above set
 forth are true as they verily believe.
 Given under my hand and Official
 Seal at Chicago the 31st day of August
 A. D. 1850
 Andrew Brown
 Notary Public.

State of Illinois }
Cook County } I, Andrew Brown,
a Notary Public in and for the City of
Chicago County of Cook and State of
Illinois, do hereby certify that my office
is contiguous to the fire on the evening of
the 10th of August last adjoining the
Store of Mr John W Case No 88 Lake St
Chicago, and that I am not concerned
in the loss as a creditor or otherwise or
related to the Success, and that I am
acquainted with the character and circum-
stances of the said John W Case and have
made diligent enquiry into the facts set
forth in his statement and verily believe
that he really by misfortune and without
fraud or evil practice has sustained dam-
age and loss by said fire to the amount
of \$555.46 the same as mentioned in his
Statement.

Given under my hand and
official seal at Chicago this 31st day of
August A. D. 1850

Signed Andrew Brown
Notary Public

both of which documents were read in
evidence without objection

The Plaintiff then called the following
witnesses who testified as follows,

Plaintiff offered & read in evidence the
deposition of Calvin DeWalt, which is
as follows, to wit,

Cook County Circuit Court

John R Case

vs
The Hartford Fire Insurance
Company

The deposition of Calvin DeWolf is this day taken before Henry L Rucker Esq. by consent & agreement of the parties hereto, notice of the taking of the same and the filing of affidavit to return to be made, the taking of such deposition having been and being hereby expressly waived.

Chicago Nov. 18. 1851.

John Woodbridge Jr
Atty for Deft

Deposition
of Calvin DeWolf taken before me in
the above entitled cause, this eighteenth day
of November 1851

Present G. W. Day Esq for Plaintiff

" John Woodbridge Jr for Defendant

1st Interrogatory by Plff. What is your name,
your age, your occupation, and place
of residence.

Answer. Calvin D. Wolf, is my name,
I am thirty five years old, my occupation
is Lawyer and reside in Chicago.

2^d Interrogatory by same. Were you present
at the fire on the evening of the 30. of August
of 1850 in the rear of the Mansion House in
Chicago, if so state where you were, and the
particulars in relation to said fire, and what
occurred.

11
7
(24)

Answer: I was on that occasion and about the Store of John Mc Case No 88 Lake St until the fire was nearly extinguished, I was there near the commencement of the fire, The fire was raging with considerable violence on the North and East sides of the store, the Kitchen of the Mansion House Adjoined Mr Case's Store; in the rear on the North End of this building about 6 or 8 feet from the building were other wooden buildings which were also burning, the shutters in the rear of Mr Case's Store were closed but they became so heated as to break many of the glasses in the windows and scorch the sash and frames. The firemen went onto the top of the building with the hose and threw water on the East and occasionally on the North side of his Building passing through his Store to get onto the Top. During the progress of the fire, some officers of the Fire department ordered Mr Case to throw open his doors and allow the hose to pass through to the rear, The doors were open and some of the firemen came in and were bringing a hose with them when Mr Bradley the Chief Engineer countermanded the order.

3 Interrogatory by same. At what time during the fire were the goods removed from Mr. Case's Store

Some goods were removed from the Store about the time of the firemen passing up stairs to get on to the

roof, and principally about the time of the order by the Fire Department to through open the doors.

4 Interrogatory by same. What period of time elapsed between the first order of the Fire Department and the Countermanding of the same by the Chief Engineer.
Answer. Perhaps it was from Five to Ten Minutes, but I could not state exactly.

5 Interrogatory by same. What portion of the goods were removed after the time of the Countermanding of order by the Chief Engineer.
Answer. I do not think any were removed after that time.

6 Interrogatory by same. What proportion of the goods in the store were removed before the Countermanding of the order by the Fire Department.
Answer. I cannot tell.

7 Interrogatory by same. From your knowledge of the proximity of the fire and heat produced, would it in your opinion be a Matter of precaution to move the goods in the store of the Plaintiff?

Answer. I think it would.

8th. Interrogatory by same. Were the goods that were removed, removed Carefully, State to the best of your knowledge

Answer. I think they were removed as carefully as they could be at such a time.

9th Interrogatory by same. State fully if you can, the necessity of removing the goods.

Answer. There was something like a quarter or half an hour during the progress of the fire, while the heat was in the rear as before stated, that it seemed impossible with the utmost exertion of the firemen to prevent the Whale Mansein House from being consumed and as the Wind was blowing from an Easterly direction when the main building of the Mansein House should burn, the heat in front of Mr. Leases Store would have been so great that no exertions of the firemen could have prevented his store from being destroyed. If in my opinion the fire had caught in the front of the Mansein House, the goods could not have been removed.

10th Interrogatory by same. Do you know any other Matter or thing of advantage to the plaintiff, if so state the same.

Answer. I have stated all I recollect about it.

Calvin De Wolf

11th Cross Interrogatory by Defendant.

Was the store of Mr. Case referred to by you, a ^{fire} fire proof store.

Answer. It was what is usually called a fireproof in this City.

2nd Cross Interrogating by some How do you know that the person who gave the order to open the doors in Mr. Case's Case referred to in the answer to the 3rd direct Interrogating was an Officer of the Fire Department.

Answer. I know it only because he was dressed in the uniform of Office; I do not recollect who he was.

3rd Interrogating by some If the door was not open prior to the order referred to in the last cross interrogating, in what manner did the members of the Fire Department obtain access to the building in order to get upon the roof, and in what manner were the goods removed prior to that order.

Answer. The door was opened prior to that time and the door keeper was stationed there to allow proper persons to pass in and out. The fire department passed in with the permission of the door keeper and went through the building, to the roof. I was on the roof part of the time. The goods were carried those that were removed prior to that time, by men in arm fulls and baskets.

4th Cross interrogating by some What were the goods that were removed placed.

Answer. I think principally in crates in the Truimont Building. I think some were placed on the sidewalk on the west side of the Truimont House for a short time, until a safer place of deposit was found. The only place

I recollect of Goods being left in the Street, was at a place west of the Tremont House.

Q. Cross Interrogating by Same. Do you recollect hearing Mr. Leese say any thing at the time of the removal of the goods as the reason for removing them.

Answer I do not. Some time I recollect, either myself or some other person asked him if he was insured - he either replied he was insured, or was partially insured. I do not think he named any Company.

Q. Cross Interrogating by Same. Do you recollect the Chief Engineer saying anything at the time, he countermanded the order referred to, to open his (Mr. Leese's) Store as to the reasons for countermanding such order.

Answer I think he said that they had made arrangements to plug up the rear from Newbould Street.

Q. Cross Interrogating by Same. At any time while you remained in Mr. Leese's Store, was it very hot there.

Answer It was considerably heated on the East side near the North end and at the rear, it was uncomfortable to stay in the rear.

The Cross in my way by some.

At the Chief Engineer's command the order alone referred to was the fire still raging.

It was, but not with so ^{great} violence as some 15 minutes before. The fire in the rear was the hottest, the side fire at that time in the east had a little subsided.

Calvin DeWolf

State of Illinois }
County of Cook } ss.

J. Henry Rucker
a Justice of the Peace

in aforesaid County do hereby certify that the above deposition of Calvin DeWolf was, this day taken by and before me pursuant to the consent of parties above set forth, that the said Calvin DeWolf was by me sworn in due form of law and subscribed his said deposition (the same having been reduced to writing by my clerk) after hearing the same read over to him in my presence.

Given under my hand and seal this eighteenth day of November 1851.

Justice fees

drafting of file of \$2.12
Swearing & Certificate ⁱⁿ \$2.37 1/2
W. L. Rucker
Justice Peace

Opened and filed by order of Court Dec. 15, 1851

L. S. Hoard Clerk

Conrad Surber, reside in this city, I recollect
a fire - I think it was on the 10th of August,
discovered it about 9 or 10 o'clock, No 88
Lake Street occupied by Cass the Mansion
House adjoined it on the east, and an
extension was back 30 or 40 feet extending
further back than Cass store, brick
+ Store - Mansion wood 3rd Store high
extended back beyond the depth of the
store between 60 + 70 feet on Lake Street,
originated in the back buildings belonging
to Mansion House in rear of the store, I
discovered it before anyone else, on the
lower floor I think I said something
was burning store was closed, Mr Cook
was also there, an alarm was given. It
was pretty hot before the firemen came in
the store - as soon as fire we went up
stairs to shut up shutters, the fence that
stood about 10 feet from rear part of store
was partly burnt, I think there was
smoke in the store in the upper stories
pretty thick, the Mansion House was
all in a blaze, thought nothing could
save it, it would have been impossible to
to have removed the goods if front of Mansion
House was a fire. The goods were partly
removed.

Phreda Hubbard, Was at fire on August 1850
was in upper part of store, saw a light
at the North Window, apparently fire
(H) there - supposed it was flamed immediately
jumped down the Hatchway, was
throwing ~~down~~ ^{down} baskets ~~down~~ stairs,
supposed it was a light through

the shutter - the air was oppressive -
the door was blocked up and I jumped
down the hatchway. I heard the cracking
of glass. There was a heated air bath
me to breathe. I threw beds down to jump
(241) on there was a red appearance there couldn't
say whether on fire or not. The pipes were
brought in while I was there there was
water there on the floor tea chests standing
on the floor, perhaps half a dozen tea chests
there were probably near the door - the tea
got wet without doubt. I called to have
the doors opened, afraid the building was
to be burnt.

Crop of I don't know how long I was there, I think
it remained there about five minutes,
the water was 10. or 15 feet from the front
door, there was enough to wet a man's coat,
Tea was standing on the floor, and water
around.

In Parker. I was at the fire when Mission House
(24) burns, saw appearance of fire between the
iron shutters on the back, the wood work of
the window casing appeared to be on fire,
considerable light there, there was smoke
(27) there, the windows closed, I think I
noticed the cracking of glass, the patch
quite hot, this was the lower story north
east corner building. I saw appearance
of fire come between the shutter edges,
when I first got to the fire. I found Mr
Duckee there - in about 10 or 15 minutes
Mr. Leese came, I staid there at the
door 10. or 15 minutes, until Leese came
in, The doors were opened, and the goats

taken out. There was smoke mostly. The
Hose was brought in by one of the Mem-
bers of the Fire Department - the doors had
been closed at that time, and some of
the goods taken out. It was brought
in some 10. or 18 feet. There was water
on the floor, perhaps an inch or ~~an inch~~
and an inch and a half. The hose was
taken out a short time afterwards,
The water came from the top of the house,
The hose was put on top water came
down in torrents. If they were standing
in the water, they would be wet. I presume
the store is level. The water extended
in the store 8 or 10 feet. There were some
goods along there. I had been a dry goods
merchant. There was smoke there - I
should think that the goods would
be injured by smoke, don't know any of
injury.

Croft. I don't recollect that the goods were
removed.

Arch. The puddle of water was made after
the hose was brought in. I think the
bulk of the goods were removed before the
hose was brought in.

E. Granger, sworn. I was present at the fire, saw it when
it first broke out and one of the ^{alderman} ~~fireman~~ officers
fireman, it broke out in a barn in the rear.
This barn was in the rear of the first building
there was considerable hay in it. It was con-
nected with another building east of it. We
then succeeded in stopping the fire. The Mansion
House had not caught fire. The fire caught
in the Mansion House Barn.

There was a succession of wooden buildings
running along the Alley from Scarborough Street
Soon after the fire communicated to the Mansion
House, and it was almost impossible to save.
I was there and I gave the order for the
hose to be put on the top of the building, got
two pipes on the top of the buildings, got on
the top of the Mansion House, and cut holes
in the roof - large quantities of water was
thrown over the roof, large quantities of
water fell on this building, one hose leaked,
on the North Side of this building a building
was on fire, there was an office in the
rear of corner building, had to be covered
with blankets to save it.

Cross St. There was a connection to Scarborough St.
there was a blank brick wall of the corner
building towards the Mansion House.

Mr Jackson. I was present at the fire, was in Mr Cox's
fire. I saw smoke there, saw water in the
front of the store - the floor was wet, saw
goods on the floor lying where it was damp,
there were some Calicoes, also some chests of
tea, enough smoke to make it disagreeable
to be there.

Cross St. The Calicoes appeared as though they
had been moved and also the teas,
if they had remained on the shelves would
not have been wet, saw no fire in the store,
did not go in to the store next day, was in
the store door to Meniels after the fire
did not go through the door to the back,

W. L. Keith Men in the store adjoining Case's
Eddy to Brackett the's Mr. Men's store is between

It the Mansion House, was in the upper
left of Eddys at first. When I first got there,
the fire was directly North of the store on the
Stables North of the Mansion House, it spread
over the Mansion House, it ^{ran} went North East
and went through to clear some st. The rear
of the Mansion House was all burnt out.
Except the fire struck Eddy's building, a little
building west of Cass's was on fire.

(3) I sat in the flames struck, I think, at times
all the buildings, sometimes a streak came in,
almost knocking me down one window did
not shut well. I was in Eddy's. Whilst
the Mansion House was on fire, I thought
Mr. Cass's store was most in danger, the
flames struck against the sides of the
building very strong, Cass's building
was ^{not} on fire to my knowledge.

Mr. Michaela Wiley. Was on top of Mr. Cass's
store at the time of the fire. went into the
liquor store west of Cass's first, it was so hot
there that it was breaking the windows,
we had to use wet blankets. The flames were
then coming from the Mansion House so
strongly that we could not get out of the
scuttle hole. The flames were then lapping
over Cass's store, there was more flame over Mr.
Cass's store than upon Eddy's, the flames
covered one half of Cass's store at least.
Afterward Capt. ^{Wiley} & myself got upon the
roof, the flames came up between the Man-
sion House & the next ^{store} a space of 3 or 4 inches,
it came up by Cass's store it lapped over
was so hot that I could not venture near,
I was on Cass's roof about the time the

Small buildings burnt near Dearborn Street, The hose was hauled up with lines and thrown over Casis' Eddy, upon the Mansion House.

24
Capt. C. W. Platt a Member of the fire Department I first went into the Mansion House saw the fire then burning back of the Mansion House in a barn or wash House some 30. or 40 feet from the main building, it was about 27 feet high, these buildings I think were then burnt down. I went from the Mansion House into the liquor Store, remained there for 5 minutes, could not then get on to the roof on account of the heat, the little buildings that fell in were immediately in the rear of Eddy's Casis, the flames from the Mansion House lapped over one half of Casis Street, it was very hot.

(71)
Gilbert Rastetter - I was in and upon the street of Casis, I went in when the flame was half burnt, None of the goods had been removed at that time - the hose had not been introduced, the shutters were closed - 3 1/2 stories, in about 15 minutes I went up stairs, was assisting in taking goods from shelves, there was smoke when I went above, I perceived it by smelling and heathing, I saw no means by which it could come from the North, while I was engaged in throwing goods below, I thought the building was on fire below - I went on to the top of the roof, when I went on top of the roof, the back part of the Mansion House was on fire & catching on the main building.

I assisted in raising hose & played on the
Mansion House from East End of Case's Store
The hose was leaky so that a good deal
of water fell on the building on both sides,
the amt. thrown leaked in the building, I
went below through E. B. St. The goods
were removed with as much care as possible,
have been a Clerk in a Store, to make or dry
goods is an injury, I should consider they make
would damage the goods on the first floor.

(24) Chests of tea on the west side. The water would
damage the tea if it stood long enough.
Prof. Dr. Was on first floor from 15. to 20. Minutes, was
on third floor 15. to 20. Minutes, when I went
below, I did not see the staircase, I saw
the flames curling around the brick of the
store, there is a back yard to Mr. Case's about
4 to 6 feet, 20 feet East & West, low building on
the North side, Mansion House Cent., along - no
fence on the East side, there was a fence or low
building north of the store, a portion of the
fence or building was burnt. The goods were
generally carried into Husted's store.

(24) Mrs. Buller's sworn, at 90 Lake St. (E. B. St.) attempt-
ed to go, the heat, smoke & fire were so great that
I could not get out of the store, came from the
North East part, the corner of Case's store,
more exposed than we, The fire was within
30 inches of his window looking, The fire
burnt 3 or 4 feet from his window, The flames
extended so that we could not get out at the
top of the store, It passed so that it burned the
paint from the edge of the roof, cracked some
of our windows, put over blankets there

this was when the back of the mansion house
was burning, The hose was not taken up until
the fire had subdued, We made several attempts
before we could get out of the building,

Crap. Ex. The Corner of the Mansion House was not
less within two inches of the corner of the place
of lease.

Smithy. The flames lapped on to the building and
it; burnt the paint from our roof and Mr. Case's
Modchase's I went to repair building of Mr. Lewis, 4
in 5 days after the fire was there, The windows
were broken, The shutters and window frames
were blistered, so as to be painted over again.
There was more in the first and second stories
than the others, No part of the wood work was
burned, only the paint was blistered.

Mr. Wallworth. I was agent of the Hartford Fire
Insurance Company, I was agent of J. C. Knapp
in October 1849. In August 1850 I was absent
from the city at time of fire, left the business
in the hands of J. V. Fairwell, he attended to
all the business and wrote to the Company,
He would sign my name by J. V. Fairwell, he
filled up policies and received the Money,
the Company were aware of that fact, I told
them that I could not attend to it, they recog-
nized his acts & received the Money. I have
no doubt the proof made by Mrs. Case, ^{was sent to the company} we
have had several letters in relation to it, have
spoken to the officers, officers did not deny it,
They have made depositions but don't know
which.

Crap. Ex. I think there never was a com. appraiser ap-
pointed before by any agent. I do not now

recallest of any. He was my clerk too. The
policies were signed in my name, Sometimes
they have been signed by myself by agent,
I know that they have been signed by my
brother. He might have signed my name,
He could take risks, make quarterly re-
ports & receive premiums. I suppose that had
power to do it. The Company were aware of it,
The Company objected to my being,

(The copy of ^{copy of} loss was here offered by the plaintiff
and read in evidence.)

Meeting Called to make adjustment. The goods lay
up in bulk, there was no invoice. I looked
them over with Mr. Gay. Six per cent. on the
amount I think was the loss. I got at
the loss by the appraisal. My appraisal
was upon the least of the goods. The six
per cent. was a fair damage. I was not
called to estimate all the goods. The amount of
our appraisal was \$6.72

Exp. & I fixed six per cent. as the damage at the
time, taking the least at the New York prices -
They lay upon a counter. Settlements were together
arranged so that I could see them. The goods
were arranged in as good order as they could
be arranged. I examined them particularly as
I had access to the whole of them. I moved
them just as much as I pleased. They were
soiled with mud and tumbled. My impression
is they were slightly wet.

Mr. Gay I acted as an appraiser at the request of John
W. Hamwell. The goods were arranged on a low
counter. Woollen goods by themselves, arranged
by themselves, found no difficulty in making
^{and paid by Hamwell}

an appraisal at 6 per Cent, from the goods being stained & soiled. The white goods were stained it might have been by smoke or age.

Comp. by? The second time an invoice was made of them.

Mr. Dunke, There was an inventory made upon which Day & Strong ^{made} ^{arrangement} of 10/2-26. They were arranged in the best way they could be, I think each kind was by itself.

Crafts I should judge it was the Mark. Can't tell how much they were depreciated.

Mr. Day. Mostly staple goods were looked at, sometimes there might not be any depreciation, the goods involved would be worth the sum, the damages were correctly made.

C. C. Nator. sworn, Was in the custody of Case in April, 1850, on the 1st of April 1850.

Mr. Tiffany. Was present at the time of the fire. I was partially acquainted with goods, Staple dry goods & Groceries. When I came in to the door, there were some men coming and took the goods, carried them to Clark's, I superintended the removal of some goods, some teas and some woollen goods, some 3 or 4 of them was not over five minutes there, they were removed with good care, and I think I chained the door myself. I waited until he came back, they were then taking them over there, they were carrying them in their arms.

Mr. Kienter. I helped to remove the goods, commenced carrying them to Kusted's, I was carrying Saltines & prints principally, there were 3 or 4 engaged, these kinds were carried by arms & some by

baskets, I should judge one half. (I should think more) were removed - don't recollect of the groceries being removed - They were carried as well as circumstances would admit.

Crop 2^d. The most of the goods were carried there.

Mr Parker. The goods were removed, I should think a very good proportion of the dry goods were removed, some were carried in the direction of Hunted - I assisted in packing a few, done with pretty good care as usual a great proportion of the stock was removed.

Crop 2^d. I thought they were carried carefully.

Mr Cook. I was clerk & assisted in the removal of the goods - pretty much all of the dry goods were removed to Sherwood & Whatelys and Clark & Bryans, the cloths, prints &c were carried in arms full with care, This was Saturday night, some I brought over on Sunday - helped to load them on the dray on Monday, Most of the goods were taken to Sherwood & Whatelys, the passage through that store was filled up, After Sherwood & Whatelys was well filled up, I then carried too, the put sheeting on the top of the dray & what was not in drawers we put in the dray. The goods which were taken to these stores were brought back, some on Monday and some on Monday afternoon, to Mr. Case's store, they were brought back with care.

Crop 2^d. I lodged at the store - It was not on fire to my knowledge, pretty much all of the goods were taken out, I know when the

good were taken - I shipped to give them,
the greater part of them were placed in
Sherwood & Whalley's & Clark & Bryans Store

Mr. Whally. I occupied the store opposite. I cul-
lect that a portion (a pretty large quantity)
of goods were put in my store as a jeweller
they were as secure as my own goods,
some one was there all the time - all the goods
were taken back, about 5 or 1/2 part, were
taken out by J. I was there when they
were brought in. The goods were brought
in with care. I attended to the stowing of
the goods myself.

Camp & They were mainly dry goods - I didn't
notice whether they were covered with
sined, floor was not Muddy Lyander
Walker was there when they were taken
away None of these goods were taken away
appeared to be wet, they were clothes & cali-
cots. The goods placed in my store were
all returned to Mr. Leas's after the fire,
They were carried ^{back carefully} ~~at~~ ~~Cornwall~~

Quiet Red At the time I thought the Mansion House
would burn down

Mr. Bryan Mr. Leas's goods were brought to our store,
quite a large quantity - dry goods caps &c
While they were there they were properly
taken care of, returned Monday Morning,
I was in my store, I thought there was some
danger at the 102 Lake St.

Camp & I was absent probably from Jean house, for
an hour. I removed some of the Counter &
piled up a large quantity on the floor, They

were all returned Monday morning, some of them were wet and in confusion, a few pieces of dry goods were wet, the great bulk of them dry. All the goods placed in my store were returned to Mr. Cass Store.

Questioⁿ. Some of them that were wet must have been damaged.

The Plaintiff then called
C. C. Burke. There was an inventory immediately taken after the fire, upon the return of the goods, to ascertain the amt of goods lost by removal. The plaintiff then offered the said inventory in evidence, "This is the inventory to the introduction of which in evidence I felt objected & objection was sustained by the Court, and the plaintiff then and there accepted to the decision of the Court. The Plaintiff then asked the following question, If such inventory was taken, please produce it, to which question I felt, objected & objection was sustained and Plaintiff then and there Excepted to the decision of the Court. The Plaintiff then offered to prove the amount of goods he had on hand in the Month of April preceding the fire, by the bills of purchase, books of account & checks, then to show the amount of purchases since that time - also the amt of sales - also the inventory taken immediately after the fire, all of which evidence was objected to and objection sustained by the Court, to which objection I felt then and there Excepted.

The Plaintiffs here closed their Case, and the Defendants proceeded to swear and examine several witnesses who testified as follows

Mr. Edwards, Was foreman of No. 2, I recollect the fire of the Mansion House, Lodge's building on fire, they were ordered to run air pipes through. I was in the rear of Lodge's building until the fire was extinguished. pretty heavy fire, the heaviest body of fire in the rear of Mansion House, I was stationed away from Case's Street, and could not tell whether the fire raged about it or not - I could not what the fire was doing on the other side - The fire was a very hot fire.

Crup is The Wind blew from the North East, I went to my own store first to see if there was any danger.

Mr. Marsh, I was a Foreman in August 1850 Foreman of No. 4, I recollect the fire, when I first went to the fire the whole rear was on fire, placed my Engine on the corner of Dearborn and Lake St, led our hose in East of Mansion House, played upon that portion back of Case's Street, we came in there with a great deal of difficulty, that portion of the Mansion House was on fire on the inside, and could not injure Mr. Case's, I got on Case's Street and played on the roof, when I first got on it was difficult to play there, I think I could see Case's

Store when the flames were about it. I
did not see Leases building on fire, the
hottest part of the fire was from the build-
ings in the rear of the Mansion House.
When I stood on Leases roof, the wind
must have been West, there was a yard and
a fence about 10 feet across, the buildings
in the rear were low.

Crop Ex. When I first went in it was almost im-
possible to breathe.

J. M. Chaffin I was fireman in August 1850 recalled
the fire in Mansion House, my station
was between Barn and Mansion House.
We took the pipe on the street of Mr. Gas,
small fire next end to Mr. Leases, there
was considerable flame around, troubled
with smoke in the East end of brick block.

Crop Ex. Was in there more than a Minute couldn't
see Mr. Leases building.

Wm. H. Laddley I was Chief Engineer in August 1850 -
Caught in a barn in the East side -
North side of Mansion House, Barn was
in rear of Mansion House, Kitchen part
of Mansion House a story and a half high,
I did not notice that fire from building did
burn up along side of West of Mr. Leases,
Mr. Leases side was no more exposed than
the rest, I was in all positions that a man
could go did not appear to go much
above Mr. Leases building, that was when
the fire was at the height.

Cross Ex. I didn't look at Mr. Gas's store more
than any body else, didn't have my eye
on it all the time because I did not think

it in any danger. If it did envelop it,
I did not see it.

Question. If the flames had enveloped Mr
Cass' building at any time, would you
from your observation have been as likely
to have seen it as any body else?

Answer objected to

Ans. I should have seen.

Chief Ex? I was in the yard in the rear of the
Mansion House

X

Witness. I have been Chief Engineer. When I
first got there, Mansion House Barn
was on fire, we first put out the fire in
the alley. The buildings were pretty well
on fire in the rear of Mr. Cass. I was
at the store of Mr. Cass part of the
evening, one room was right in the rear of
Cass' store.

John M. Wilson I was at the fire, went to Collins's
office to remove his books, I went back
of Collins' building, and had a good view.
There was a strong blaze, could see the
blaze over the top of the store on Lake St.
The plaintiff here again called

Mr. Clarke. The fire was about two feet from the store,
was burned,

Plaintiff then asked following
Question. What was the value of the goods at
the time of removal. objected to and
objection sustained & question excluded to
which decision the Plff then and there
excepted.

Plaintiff then asked Witness what was the value of goods removed at time of fire, to which question Defts objected & the Court sustained the objection, to which decision of the plaintiff then and there excepted.

There being no further evidence to be introduced, and the foregoing being all the evidence which was introduced in the Cause, the Plaintiff then prayed the giving of the following Instructions.

1. If the Jury believe from the evidence that plaintiff has sustained loss and damage, by an effort to save the property insured by defendants from destruction by fire, under circumstances when the ~~damage~~^{danger} was direct, immediate and imminent, and when a failure to make such attempt would have been gross negligence, then all such loss and injury resulting from such effort to save the property, the plaintiff is entitled to recover.

2. If the Jury believe from the evidence that the goods insured by defendants were injured by the water thrown by the fire men in an attempt to extinguish the fire then the plaintiff is entitled to recover.

3. If the Jury believe from the evidence that there was a fire in the building described in the policy and that the goods

insured by Defendants, and those in said store, were removed to save them from such fire, the Plaintiff is entitled to recover the damage to said goods caused by such removal and immediately attending such removal.

4 If the Jury believe from the evidence that the building or any part thereof of the Plaintiff was partially burned by a fire raging in its immediate vicinity and that the said fire and the flames thereof came in actual contact with such building, and that Plaintiff's goods insured by Defendants, were injured by the smoke and heat, and resulting from such fire, the Plaintiff is entitled to recover the damages resulting from such injury.

5 If the Jury believe from the evidence that the building or any part thereof of the Plaintiff was partially burned by a fire raging in its immediate vicinity and that the said fire and the flames thereof came in actual contact with such building, and if the jury further believe from the evidence, that there was a direct, immediate and imminent danger of immediate destruction of the goods insured of Plaintiff by Defendants, and the Plaintiff in view of such danger removed said goods then in such case, all damage necessarily and immediately resulting from such removal, the Plaintiff is entitled to recover.

all of the above instructions prayed by the plaintiff were given by the Court and were all excepted to by the Defendants at the time given.

The Defendants then prayed the following instructions

1. If the Jury believe from the evidence that the plaintiff removed the said goods under a reasonable apprehension that they would be destroyed by fire, yet he is not entitled to recover, unless they shall further believe from the evidence that said goods at the time of such removal were in such immediate and imminent danger of destruction by fire, as to render such removal necessary for their preservation.
2. If the Jury believe from the evidence that the damage to the plaintiffs goods, or any part of it which was appraised by the arbitrators, was occasioned by the said goods, or any part of them being placed on the sidewalk, and that such was not under the circumstances a safe and proper place for the goods, that for such damage, the plaintiff is not entitled to recover.
3. If the Jury believe from the evidence that the plaintiff insured the goods as in a fire proof brick store, and that any portion of the exterior of the said store was

made of wood in a manner to make the said building not fire proof, then the plaintiff is not entitled to recover,

4 If the Jury believe from the evidence that the store containing the goods of the plaintiff was not actually ignited, then the plaintiff is not entitled to recover,

5 If the Jury believe from the evidence that the contract of insurance mentioned in the declaration was upon a stock of goods, situated in a fire proof store, and that no portion and that no portion of the interior ^{of said store} was on fire, then the plaintiff is not entitled to recover.

6 If the Jury believe from the evidence that the plaintiff insured the goods described in the declaration, as situated in a fire proof store and that any portion of the exterior of the said store was made of wood in a manner to make the said building not fire proof, then the plaintiff is not entitled to recover.

7 Under the terms of the policy all damage sustained by the goods are to be submitted to arbitration, and the jury are to reject all evidence of damage, which was not submitted to arbitration.

Of the above instructions prayed by the Defendants, the Court gave the first

and second and refusal to give the remainder (third, fourth, fifth, sixth, and seventh) All being the instructions asked by the Defendants were given by the Court excepted to by the Plaintiff at the time & given subject to exception & the Defendants then & there excepted to the refusal of the Court to give, third, fourth, fifth, sixth, & seventh instructions respectively..

The jury found a verdict for the Plaintiff for the sum of fifty nine dollars and seven cents. Whereupon the Defendants entered their Motion in arrest of judgment & also for a new trial each of which said Motions overruled by the Court, to which decision of the Court in overruling the said Motions & each of them, the said Defendants then and there excepted. And thereupon the Plaintiff prays the Court to sign and seal this bill of exceptions which is done

Rough & Decker 1853

State of Illinois

Judge 2

Cook County, Ill. I Louis A. Hoard Clerk of the Circuit Court of the County of Cook in said State do hereby Certify that I have compared the foregoing pages with original records & files now remaining in my office in the above cause, and that the same is a true and perfect transcript of said records & files and of the whole thereof in testimony whereof I have hereunto set my hand and affixed the seal of said Court at Chicago in said County this 14th day of June A.D. 1852!

L. A. Hoard Clerk

Dec-27, folio - 29, 30
Cert. at 29, 65

Transcript

Mr. R. C. Case

of the
Fire Insurance
Company.

State of Illinois

Supreme Court } ser.

of the June Term in the year of
our Lord one thousand eight hundred
and fifty two.

John R. Case

v.

Heartford Fire Insurance
Company

In Error from the Court
County Circuit Court.

Afterwards, to-wit, on the 28th day of June
A.D. 1852, at the June Term of the Court, before the justices
thereof, came the said John R. Case by Arnold & Day, his
attorneys, and says that in the record and proceedings
aforesaid there is manifest error in this Court.

1st The Court erred in sustaining the objection to the
introduction of the Inventory in evidence made after
the removal of the said goods,

2^d The Court erred in sustaining the objection made
by Deft's counsel to the following question asked G. E.
Duckee by Plff's counsel to-wit; "If such Inventory was
taken please produce it?"

3^d The Court erred in refusing to permit plaintiff
to prove the amount of goods plaintiff had on hand
in the month of April preceding the fire by the bills
of purchase, books of account and checks, and also
the amount of purchases since that time - also the
amount of sales also the inventory taken im-
-mediately after the fire, as offered by plaintiff's counsel

4th The Court erred in sustaining objection, not
permitting the plaintiff to ask the following question
to G. E. Duckee on direct resumed. To-wit,
"What was the value of the goods at the time of
removal?"

5th The Court erred in not permitting the plaintiff to ask the following question to the witness Le. Duke on his direct resumed court,
"What was the value of goods removed at time of fire?"

6th The Court erred in excluding from the jury the evidence offered by Plaintiff during the trial of the cause,

7th The Court erred in giving the instructions asked for by Defendants Counsel,

8th The Court erred in not permitting plaintiff to prove the value of goods lost at the fire?

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

An old day

atys for iff in error

And the said Dept. for in error

By their Atty Larned M. M. M. M.

And after the death of the said
Admiral at the same time of the same
among the said Hartford Fire Insurance
Company by the said Hartford Fire Insurance
and by that in the said record there is
manifest error in this - that the Court
erred in giving all the instructions of
the jury and in requiring them of the
Land & Ship
Admiral & Co.

Cook.

Supreme Court

John R. Case

Piffin' Case

vs.

Hartford Fire

Insurance Company

vs. Case

Assignment of
rights & interest
in case

Filed June 28th 1852.

J. Seland Clk.

By J. W. Seland & Co.

State of Illinois, sct.

WRIT OF ERROR—FREE TRADER PRINT.

The People of the State of Illinois,
To the Clerk of the Circuit Court for the County of *Cook* — GREETING :

BECAUSE in the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of *Cook* — county, before the Judge thereof, between

John R. Case plaintiff, and *The Hartford*
Fire Insurance Company —

defendant & it is said manifest error hath intervened, to the injury of the aforesaid

John R. Case —
as we are informed by *his* complaint, and we being willing that error, if any there be, should be corrected in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our justices aforesaid at Ottawa, in the county of La Salle, on the *2^d Monday in June* next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

WITNESS, the Hon. SAMUEL H. TREAT, Chief Justice of our said Court, and the seal thereof, at Ottawa, this *28th* day of *June* in the year of our Lord one thousand eight hundred and fifty *two*.

S. Leland Clerk of the Supreme Court.
P. W. Leland Depy. Clk.

Cook.
John R. Case.
vs.
Hartford Fire Ins. Co.,
Writ of error.

Filed June 28th 1852.
J. Leland Clk.
By P. Hollander Depy.



WITNESSES the Hon. Samuel H. Johnson, Chief Justice of our said Court, and the seal thereof at Greenwich this 28th day of June 1852.

Supreme Court.

In Error from Cook County, Cir'cuit Court.

~~James Woodbridge~~

John R. Case

v.

Northwestern

Insurance Company

It is hereby stipulated and agreed that the transcript made in this cause may be filed with the Clerk of the Supreme Court at Ottawa on the 28th day of June 1852 with the like force and effect as though filed on or before the third day of the term as provided by Statute.

Witness my hand this 1st day of June 1852

James Woodbridge
Attys for Defn
And a day for
Plff

apiece four

John R. Leary

vs.

Hartford Fire
Insurance Company

Agreement in regard
to filing transcripts

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