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## THE EVANS-GERRY SUIT.

The editor of the News has been asked so many times for the facts in this case, that he has taken pains to get a certified copy of the decision of the Illinois Supreme Court, handed down October 24th, 1898, from which the matter in this article is taken.

March 1st, 1895. Robert G. Evans bargained with Mrs. Julia M. Gerry for the Central Hotel property; that is, for lots 2 and 3, except the west 30 feet thereof, where Mr. Mohr's barber shop stands, and all of lot 3, all in block 3, in exchange for his brick house, and lot 19, in block 75, down below Mr. Dickinson's home, on St Johns avenue, and a specified cash balance. The abstracts were furnished and Mrs. Gerry's attorney found objections to or errors in the abstract and deed offered by Mr. Evans, and while he was having the errors corrected, Mrs. Gerry offered back to Mr. Evans the \$10.00 earnest money he paid her when they made and signed the bargain or contract in writing, at the same time "informing him that she did not intend to carry out her contract, as his title was not good."

March 25th, 1895, Mr. Evans made a tender of a deed of his house and lot and the balance of the money due as specified in their written contract to Mrs. Gerry, which she refused to accept or carry out the contract. Soon after this refusal Mr. Evans brought a suit in our Lake County Circuit Court, chancery department, to compel Mrs. Gerry to fulfil her part of their mutual contract. We may say here that one of Mrs. Gerry's chief objections to Mr. Evans' abstract was that it mentioned his lot as lot 19, block 75 in the city of High-

land Park, instead of lot 19, block 75, Hawkins Addition, city of Highland Park. The Supreme Court denies the force of this objection an error which could be so easily corrected, saying "there is no difficulty in determining from all the evidence what particular property the contract refers to." Then, farther on, this court says again, "There can be no doubt in this case the parties contracted with reference to the particular property described in appellants' (that is, Mr. Evans) deed and the contract was not void by reason of any wrong description.

The court then goes on in some two or three printed pages of its opinion, giving examples and citations of the law and other decisions, showing that such errors are not valid objections. Since these could be corrected both parties must be held to their contract.

Again the court says "Appellee (Mrs. Gerry,) in her evidence in the trial court, (that is the Circuit Court in Waukegan) dwelt upon the fact that appellant's (that is Mr. Evan's) property is not worth as much as he represented it to be, and that she relied upon his representations. This would not be a good defense. Mere matters of opinion, or expression of an opinion by the owner of property as to its value, standing alone, will not be held to be a misrepresentation." Elsewhere in this decision the court calls attention to the fact that Mrs. Gerry went onto this lot 19, block 75 and into the brick house thereon "went through and carefully examined it all the day before the contract was entered into," and so knew exactly where it was and presumably what it was worth.

Then, in conclusion, the Supreme Court says, "Taking the record as a whole, it appears the contract for the exchange of these properties was fairly entered into between these parties and was free and clear from any taint of fraud: that appellant (Mr. Evans) has complied with all the terms and conditions imposed by this contract upon him in respect to furnishing of a merchantable abstract of title to his property and in other respects mentioned in the contract. There appears no sufficient legal reason why he should have been denied the relief asked for in his bill for specific performance in this case."

Then the court concludes with this order "The decree of the Circuit Court of Lake County dismissing appellants (Mr. Evans) bill is reversed and the cause remanded to that court, with directions to enter a decree granting the appellant, (Mr. Evans) the relief asked for in his bill in conformity with the views herein expressed." Reversed and Remanded.

We have entered at length into this matter for this reason; real estate transactions in this city very seldom reach our Supreme Court, and it is a matter of the highest importance to every owner and dealer in real estate to know just what kind of transactions that court will or will not approve. We are therefore glad that one of our own cases has been carried up and a final decision secured so we may all know where we are at.

Rev. Mr. Rabb, a Chicago student and also a southern young man, supplied the Baptist pulpit last Sunday, and will do the same next Sunday, we understand.