191

198

194

690 5 hr. French Straw Braid

197

231 1 Ms French Guscon

cream color, that it was highly probable that
there would be wanted in the [illegible]

good quality - 1 [illegible]

1 Case Fr Silk Serges 22 in. 60 to 80c the velvet

201

ribbons sh^d be # oc 20 mostly 6c 12 — If the G.D.
Napiers can be made [illegible]

213

New York 30th March 1832

My dear Sir,

84	E	5 ps hair check	60	32	[illegible]								
"	F	5 " " "	60	36	21	60	184 - 4	12 ps [illegible]					
187	2.4	" Camb Dimity	48	32	15	36	" - 5	8 " " "	160	28	44	80
	11	" pink ch Ging	264	24	63	36	13				102	40
	17				119	52						

205-

Sales for the week 12.01.47 Profit 168.

Mr [illegible]

Exhibit of Mess Melles & Greene Havre

(26)

No 26 pr France

S.C. McNulty & Chapman April 1 1822

2"	Gauze Flannels 70¢			[illegible]			
20"	Silk Hfs 1½ & 2¼ $			4-12 ps Jaconets 2.40	2.4	57	60

209

5 ds Rundon Silk pg Hose 3.75		Total		2 – 12 H blk twist	7 00	84	00
		276	10	54 lg ro. 2d Ferments			

sell, but a good part should [illegible]
gimps case 196 sold well tho' not at much

211

profit. 2½c they are too high priced for English
Ginghams an article which a

decision, from what you had previously

written you would have sent 500 or 1000 lbs
more — these cd have been sold

what extent do not know, should say 20,000

pieces in all could be disposed of in this locality
for the most favorable sales, would

we shall no intelligence of
board and were not on manifest we

217

afterwards found them in a Public store) and
unite in thinking they will not

1/2 in [illegible] of [illegible] [illegible] [illegible]

in 8 & 9 yd ps by all means to get them as

219

that is suffit for a Hat or part in dble or trble
ps if cheaper — that the opinion was that the

[illegible] be considerably [illegible]
but am inclined to think it will be

22.1

imported from Italy pretty largely, still I wd
send some, the Kinds of Flats [illegible]

Tps a day & the [illegible]
much, tho the Straw is impt from Italy

which is reason it has not been made in
larger quantities this Spring— That the

at no great additional app
will communicate her views & I should

say a pretty large quantity of that style wd go
& probably at a better price than other

& Co. at 5 p. com having [illegible]
copy of an invoice of some 3 cases containing

227

it was thot upwards of 1200 ps chgd at 5/.
5/3. & 5/9 stg. — feared the unexpected chg

The occasion of the [illegible]
was a disturbance or meeting of the Oceanen

229

not what I mentioned, If the wollen mittens
&c, arrive before the Country teach is entirely

seems impossible, times are
haughty & will no doubt continue so, Your

091

p. c. a. is unsold, the straws had also
been received abundantly and had be-

above prevented
the packets sailing

233

this morning & I am now happy to acknowledge recd of your favor of 25th Oct from

realize something over $[illegible]
years business, but it has exceeded my

195

expectations, after charging all expenses includ-
ing the probable amount of your exp^s Int^d

directed them entered at 25% [illegible]
excess over 20%. This you may imagine

made a great disturbance especially among
the Manufacturers, the Money was agitated

report says he would make a g[illegible]
but is not known what. it would be well

to keep an eye on Lizzie.

I had hoped ere this the Packet of 24th

could be made on old Straws
Florence Braid was wanted. Raw Straws

five 1 & 1/4 bbs, that we had pretty much
concluded to commence

P.S. our business for the past (yours as ever
year does not merit mention)

shawls for your mother, I have & shall

give her the bases you specify as for Thursday
1021 – 1109. $100 of the 500 [illegible]

1 & 2 Cases good Spitalfield Silk Handkerchiefs

247

high Cols & heavy & handsome.

Laces 5 times qt 4 4/4 tulle plain Lon[illegible]

— Col. Cambron Pessing

Brochette. Fr Tibbet Hf. Elastic Garters —

249

Blk Silk 2/3 & white 1/3 Gloves of good qual — the
Fr Cabrois & prt^d Merinos are sec^d & [illegible]

Rain | It is well that [illegible]
proper to allow our claims — they ought

never to have sent us Hats of such bad colors
with the orders they had on the

Cutto pr England, [illegible]

I regret your disappointment in not

259

receiving our views as to goods earlier, tho' the
succeeding letters to be received will

of his Mr Geo. H. Croaker of [illegible]
Croakers Bros of Taunton, Mass. a large and

255

respectable manufac^g house — there is no question
as to these facts and I of course furnish

with the market and he has [illegible]
considerable knowledge of the Importing business

long Conversancy and a thorough Mercantile
education, but I have no idea that

but no intimation of any in [illegible]
but those ordered of Mohlen & Co. through Heller

it mentions 200 lbs to be packed in one base &
the remaining 400 lbs to be packed as

before known, it is an unique
fact that the influx of goods is enormous

and equally so that buyers are glad to take
them at fair prices, tho it is quite hard to

Exch 9½ % No Specie shipment

Yours very sincerely

269

Mc Melty & Chapman

(Endorsed)

Exhibit

fragments by made up ones [illegible]
Peleerines, Boas, Muffs &c if you send it

265-

had better perhaps be a few of each, made and
not made, but dressed, tho' tho' I

A few letters since I enquired
port and to whose address we sh^d ship the

267

Mr R— and if it wd do to ship a parcel if they
shd be ready before your return from

We have
8 tons

those here and coming, but sh...
it sufficient except perhaps a further

supply of the Seal-Skins, these came from
the Ship this P. M. and I could not

monopoly, but from the nature of type
letters supposed it impracticable — as the

271

Eastern men have declined it - on the large scale, [illegible]

Do 20.

Scarlet Tartan 17 – Col^d merinos to avg

278

say like ours pr President — 6½ @ 7½ $ —
Ginghams & Pr[illegible]

$ 20,000

Marvin McNamery.

275

Endorsed

Mrs G. de Schat[illegible]

well got up but will not pay over 10/.—

the silks will not bring much profit— it is always hard work to sell the

275

Endorsed

Ms G. de Cobet

[illegible]

in so few goods you will not be surprised

to find that we have not made heavier sales —
the following is [illegible]

well got up but will not pay over 10/.—

219

the silks will not bring much profit – it is always hard work to sell the

ably the [illegible]

We have also two small cases of Tuscans

281

now on board vessel, the first received ~ I was
told it had been sold within

Rhone of 24 inst was briefly as follows,

283

acknowledged rec^d of yours of 25. 29 June – 2 of 6th 14
per Geo Wash^n 3. 23. 24 & 25 [illegible]

and if [illegible]

I Dec would recommend it, if it is practicable,

285

send say 1 Case Ea like 322. 3, 4 of Pelermes
1 @ 200 Boas as H 322 – 50 @ 100

that in [illegible]

Geo Mash^n not holding out in length according

287

A Invoice running only 10 yds we had to make
a deduction on the whole [illegible]

exception [illegible]

your project - about the Tuscans will prove

successful, I am waiting with anxiety for
the result, there will be a great

later — [illegible]

asst^d in the same way already stated for the

291

whole, say not less than 3 ps of a pattern &c;
and all put up in single [illegible]

speculate in [illegible]

Tuscans.

293

Our sales except the above have been slim for the week, Business has fall

London as [illegible]

day getting the Letter from the Mess^s Hornands

and the Tuscan has so completely monopo-
the day that we have not done

We wrote you per Packet of 14th Inst

297

the Chº Carroll briefly as follows; that the
Napoleon had arrived and [illegible]

we shall not [illegible]

— Early next month we intend to remit

299.

you something to make purchases and shall for-
ward to Mr Miggins & Miller & Co [illegible]

Col^o Braids. [illegible]

Silk Hfs printed – Handsome printed muslins,

301

Ginghams &c Crape de Chine Do are as likely

my views about the Tuscan spec, the

will be in keeping others from getting hold of

if well bought & may reasonably be expected

to pay a fair profit— they should be served of

Stoddard valued at

907

A Rankins account or note valued at — 215.27

Board Company, which is also nevertheless, was

909

some land in Ohio. Mortgage by John L. Dorsan

311

Dear Brother,

I received your

prepared to state the date.

919

A. No Sir,

1. Wife & [illegible]

2. Were you engaged in Keeping school there;

913-

2. How long since you were first advised that you would be called

2. Is your mother able to superintend your

917

establishment—permanently?

A. I think she is [illegible]

2. Did you furnish any capital for those operations?

919

A. I did not know that any capital was furnished for them.

321

Continued

value	passed to	when passed	
	Cebia Cummings	1840	In settlement
	H. T. Talmadge	do	do
	W McNulty	do	do

Copy

(sgd) Richd B. Connolly
Clerk

843

019

Schedule [illegible] referred to in answer of Albert McNulty. part 1. p 382.

Evidence of Indebtedness	Names of Debtors	Residence	Amounts		Value	Passed to	When passed	Consideration &c
			$ 94	68	Bad	H. Dresser	Nov 20, 1840	In settlement of Judgment recovered against me in which suit said Dresser was the attorney for the plaintiff
Note	Abijah Smith	New York City	176		do	do	do	
do	Bromley & Porter	do	150	47	do	do	do	
do	do	do	23	50	do	do	do	
Book account	do	do	700	00	do	do	do	
Order for Goods	E. Winslow	do	132		Dated	Settled	Nov 18, 1840	Included in settlement with Pokeepsie Hair & Co. hereafter mentioned said Harvey being one of said Co.
Book a/c	C. R. Harvey	do						
			20		Dated	on hand		
do	T. G. King	Brooklyn L. I.	1164	81	do	do		
do	McMcNulty	New York	43		do	do		
do	W. A. Hanshaw	New York	281	07	do	do		
Note	John Newman	do	161	80	Dated	R. Sackett	Novem 1840	In settlement of a/c against me
do	E. E. Burling	do	64	00	doubtful	on hand		
Book a/c	F. W. Harvey	do	4	50	Good	do		
do	cash lent D. A. Baldwin	do	26		Good	W. Hobby	Nov 1840	for cash & for self & family
do	L. Banks	Connecticut	249	79	doubtful	W. McNulty	Jan 31, 1841	As collateral security for endorsement for me & also for amount due from me to him upon which no settlement has been had
Note	J. Fitzgerald	Michigan	197		Good	do	do	
do	Tate & Co.	New York	147		Bad	do	do	
do	W. H. Kelso	Nashville Tenn	90		Good	do	do	
do	Kelsey & Halsted	New York	150		Bad	do	do	
do	W. Hobby	do	125		"	do	do	
do	R. Sackett	do	472		"	do	do	
do	do.	do	28	78	Good	do	do	
Book a/c	Barker Johnson & Co	do	112	81	Bad	do	do	
do	W. T. Avis	do	39	81	Good	do	do	
do	Montague & Granger	City of Troy	263		Bad	do	do	
do	B. Poore	Newburyport Mass	150		Good	do	do	
Order for Goods	J. Haight Jr.	New York	4038		Bad	Settled	Nov 1840	For $500. cash & the Co. to settle Judgment of about $300. by Pokeepsie Bk ag. me. after cash rec $150. was rec by Kelsey of N.Y. City as collateral security for endorsements of notes for me to that amount. The balance was spent for necessaries for self & family before Bill filed
Book a/c	Pokeepsie Hair & Co.	Pokeepsie						
						over		

G

Goods

Goods rec^d from		Amounts
Pokeepsie Hair & Co.		
off Hair Cloth &c		$150.29
do	do	368.34
do	do	83.25

(Seal) We have caused the Seal of the said District Court to be hereunto affixed.

Witness the Honorable Samuel R. Betts Judge of the said Court, at the City of New York, in the Southern District of New York, this Eleventeenth day of March in the year of our Lord one thousand eight hundred and fifty seven and of the Eighty first

Betts

Received March 9th 1840. of H.H. Hemmenell by the hand of George M. Chapman Sixteen hundred Dollars which we are to apply in the purchase of a Judgment in favor of the State Bank of Indiana against said Chapman & others.

(Sgd) — Jordan & Clark

(1391)

State of Illinois
Cook County } Set
City of Chicago

The people of the State of Illinois to the Sheriff of La Salle County Greeting:

Whereas J. Young Scammon agent and attorney for the President & Directors Company of the Bank of New York hath complained on affirmation to Richard J. Hamilton Clerk of the Circuit Court of the County of Cook and State of Illinois That Marvin Mc Nulty and George M. Chapman are justly indebted to the President Directors and Company of the Bank of New York aforesaid as he is informed and verily believes in the sum of thirteen hundred and one dollars and fifty cents lawful money of the United States for the amount of two several promissory notes made by Task & Marvin in the City and State of New York one for the sum of seven hundred and twenty dollars and the other for the sum of five hundred and eighty dollars each of said notes being dated December the 26th 1839 and being payable to the order of said Mc Nulty & Chapman sixty days after date and by them endorsed and delivered to the President Directors and Company of the Bank of New York aforesaid in the City County and State of New York. and further that the said Mc Nulty & Chapman as he is informed and verily believes, reside in and are inhabitants of the City of New York in the County and State of New York and are non-residents of the State of Illinois so that the ordinary process of the law cannot be served upon them, and they have real and personal estate in this State that can be attached as he is informed and verily believes and that said promissory notes were duly presented for payment to the makers thereof on the day when they became due and payable and payment was refused and the said promissory notes were duly protested for non-payment and notice of such non-

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payment duly given on said day last aforesaid to said Mc Nulty & Chapman and that by the laws of the State of New York where said notes were made and indorsed the said Mc Nulty & Chapman are liable to pay to said The President Directors & Company of the Bank of New York the amount of ~~the~~ said notes. And the said J Young Scammon agent as aforesaid having given bond and security according to the act in such cases made and provided:

We, therefore Command you, that you ~~the~~ attach so much of the estate, real or personal, of the said Marvin Mc Nulty & George M Chapman to be found in your county, as shall be of value sufficient to satisfy the said debt and costs ~~thereof~~ according to the said complaint; and such estate so attached in your hands to secure, or so to provide, that the same may be liable to further proceedings thereupon according to law at a term of the Circuit Court of the County of Cook to be held at the Court Room in said city of Chicago on the sixth Monday after the first Monday in the month of March A D 1840 so as to compel the said Marvin Mc Nulty and George M Chapman to appear and answer the complaint of the said President, Directors and Company of Bank of New York and that you also summon to be and appear before the said Court on the said sixth Monday after the first Monday of March 1840 there and there to answer what may be objected against him; 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. Witness Richard J Hamilton Clerk of our said Court and the Seal thereof this 26th day of March A.D. 1840 at Chicago aforesaid.

Richard J Hamilton
Clerk

L.S.

State of Illinois
La Salle County } ss

By virtue of the within I have levied upon and attached the East half of the South West quarter of Section Thirty two in Township Thirty four N Range Six East of the 3rd principal meridian and the South East quarter of said Section Thirty two in said Township Thirty four North Range Six East of said meridian.

Dated this 28th day of March A.D. 1850

William Reddick Sheriff
of La Salle County

Sy & Rec 62½
Me 18 n 1.12½
Pd by Scammon

Attachment Writ. 24 folio Bottom
Examined

State of Illinois } Sct (140)
County of Cook }

The people of the State of Illinois to the Sheriff of Winnebago County - Greeting:

Whereas I Young Scammon agent and attorney for the President Directors and Company of the Bank of New York hath complained on affirmation to Richard P Hamilton Clerk of the Circuit Court of Cook county that Marvin McNulty and George M Chapman of County of New York are justly indebted to the President Directors and Company of the Bank of New York aforesaid as he is informed and verily beleives in the sum of thirteen hundred and one dollars and fifty cents lawful money of the United States for the amount of two several promissory notes made by Trask & Marvin in the City ~~and State~~ of New York one for the sum of seven hundred and twenty dollars and the other for the sum of five hundred and eighty dollars each of said notes being dated December 26th 1839 and being payable to the order of said McNulty & Chapman sixty days after date and by them endorsed and delivered to the President Directors and Company of the Bank of New York aforesaid in the City County and ~~the~~ State of New York: and further that the said McNulty & Chapman as he is informed and verily beleives reside in and are inhabitants of the City of New York in the County and State of New York and are non-residents of the State of Illinois so that the ordinary process of the law cannot be served upon them and they have real and personal estate in this state that can be attached as he is informed and verily beleives; and that said promissory notes were duly presented for payment to the makers thereof on the day when they became due and payable and payment was refused and the said promissory notes were duly protested for non payment and notice of such non payment duly given on said day last aforesaid to said McNulty & Chapman; and that by the laws of the State of New York where said

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notes were made and endorsed by the said McNulty & Chapman are liable to pay to said the President Directors and Company of the Bank of New York the amount of said notes, and further he saith not.

And the said J Young Scammon agent as aforesaid having given bond and security according to the act in such cases made and provided:

We, therefore, Command you, that you attach so much of the estate real or personal of the said Marvin McNulty and George R Chapman to be found in your county as shall be of value sufficient to satisfy the said debt and costs, according to the said complaint: and such estate so attached in your hands to secure or so to provide that the same may be liable to further proceedings thereupon according to law at a Circuit Court to be holden at Chicago within and for the county of Cook on the sixth Monday after the first Monday of March 1840 so as to compel the said McNulty & Chapman to appear and answer the complaint of the said the President Directors and Company of the Bank of New York and that you also summon John W Taylor Germanicus Kent and George W Brinkerhoff as garnishees to be and appear before the said court on the sixth Monday after the first Monday of March 1840 then 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.

Witness Richard J Hamilton Clerk of our said court and the seal thereof at Chicago this 21st day of March A. D. 1840

Richard J Hamilton
Clerk

I Isaac N Cunningham Sheriff of the County of Winnebago and State of Illinois do hereby Certify that the within named Marvin Mc Nulty & George M Chapman have no goods or chattels Lands or Tenements in this County whereon I can levy this writ as I am commanded and I further Certify that by virtue of the within writ I have duly summoned John W Taylor and Germanicus Kent by reading to them the within summons to appear at the time and place specified in the within writ to answer as ~~Garnishees~~ Garnishees and that George W Brinkerhoff is not to be found in this County March 25th 1840

I. N. Cunningham Sheriff
of Winnebago County
by G. A. Wanford Deputy

State of Illinois } Sct
County of Cook }

The People of the State of Illinois to the Sheriff of Cook County-Greeting:

Whereas J Young Scammon agent and attorney for the President Directors and Company of the Bank of New York hath complained on affirmation to Richard J Hamilton Clerk of the Circuit Court of Cook County that Irwin Mc Multy and George M Chapman of County of New York are justly indebted to the President Directors & Company of the Bank of New York aforesaid as he is informed and verily believes in the sum of thirteen hundred and one dollars and fifty cents lawful money of the United States for the amount of two several promissory notes made by Trask & Irwin in the City and State of New York one for the sum of seven hundred and twenty dollars and the other for the sum of five hundred and eighty dollars each of said notes being dated December 26th 1839 and being payable to the order of said Mc Multy & Chapman sixty days after date and by them endorsed and delivered to the President Directors & Company of the Bank of New York aforesaid in the City County and State of New York; and further that the said Mc Multy & Chapman; as he is informed and verily believes reside in and are inhabitants of the City of New York in the county and State of New York and are non-residents of the State of Illinois so that the ordinary process of the law cannot be served upon them and they have real and personal estate in this state that can be attached as he is informed and verily believes and that said promissory notes were duly presented for payment to the makers thereof on the day when they became due and payable and payment ~~was~~ refused and the said promissory notes were duly protested for non payment and notice of such non-payment duly given on said last day aforesaid to said Mc Multy & Chapman and that by the laws of the State of New York where said notes were made and endorsed the said Mc Multy & Chapman are liable to pay to said the President

Directors and Company of the Bank of New York the amount of said notes and further he saith not.

And the said J Young Scammon agent as aforesaid having given bonds and security according to the act in such cases made and provided.

We therefore command you, that you attach so much of the estate, real or personal, of the said Marvin Mc Nulty & George W Chapman to be found in your county, as shall be of value sufficient to satisfy the said debt and costs, according to the said complaint; and such estate so attached in your hands to secure, or so to provide, that the same may be liable to further proceedings thereupon according to law at a Circuit Court to be holden at Chicago, within and for the County of Cook on the sixth Monday after the first Monday of March 1840 so as to compel the said Mc Nulty & Chapman to appear and answer the complaint of the said The President Directors and Company of the Bank of New York and that you also summon Edward G. Ryan. Hugh. T. Dickey & J. B. Collins and T. B. Collins (partners of J. B.) George Manierre and George W Meeker and E D Taylor as garnishees to be and appear before the said Court on the said sixth Monday after the first Monday of March 1840 then 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.

Witness the Richard J Hamilton Clerk of our said court and the seal thereof at Chicago this 21st day of March A.D. 1840

Richard J Hamilton
Clerk

(25)

Executed by reading the within in the presence of and summoning as Garnishees Hugh Dickey J B Collins and George Manierre March 21st 1840 Edwid G Ryan & G W Meeker

March 23rd 1840 & E D. Taylor April 9th 1840. J. B. Collins not found and no property found in my County whereon to Attach
April 10th 1840

J. R. Garvin Shff
by W H Davis
Dep'y Shff

State of Illinois,
Cook County } Set
City of Chicago }

The People of the State of Illinois to the Sheriff of Will County
Greeting:

Whereas S Young Scammon agent and attorney for the President Director and Company of the Bank of New York hath complained on affirmation to Richard J Hamilton Clerk of the Circuit Court of the County of Cook and State of Illinois That Marvin McNulty and George M Chapman are justly indebted to the President Directors & Company of the Bank of New York aforesaid as he is informed and verily believes in the sum of thirteen hundred and one dollars and fifty cents lawful money of the United States for the amount of two several ~~notes~~ promissory notes made by Trask and Marvin in the City and State of New York one for the sum of seven hundred and twenty dollars and the other for the sum of five hundred and eighty dollars each of said notes being dated December 26th 1839 and being payable to the order of said McNulty & Chapman sixty days after date and by them endorsed and delivered to the President Directors and Company of the Bank of New York aforesaid in the City County and State of New York: and further that the said McNulty & Chapman as he is informed and verily believes reside in and are inhabitants of the City of New York in the County and state of New York and are non-residents of the State of Illinois so that the ordinary process of the law cannot be served upon them and they have real and personal estate in this state that can be attached as he is informed and verily believes and that said promissory notes were duly presented for payment to the makers thereof on the day when they became due and payable and payment was refused and the said promissory notes were duly protested for non-payment and notice of such non-payment duly given on said ~~the~~ day last aforesaid, to said McNulty

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& Chapman and that by the law of the state of New York where said notes were made and endorsed the said McNulty and Chapman are liable to pay to said The President Director and Company of the Bank of New York the amount of said notes.

And the said J Young Jr common agent as aforesaid having given bond and security according to the act in such cases made & provided;

We therefore Command you that you attach so much of the estate real or personal of the said Marvin McNulty and George M Chapman to be found in your County, as shall be of value sufficient to satisfy the said debt and costs according to the said complaint; and such estate so attached in your hands to secure, or so to provide, that the same may be liable to further proceedings thereupon according to law at a term of the Circuit Court of the County of Cook to be held at the Court Room in said City of Chicago on the sixth Monday after the first Monday in the month of March A.D. 1840 so as to compel the said Marvin McNulty and George M. Chapman to appear and answer the complaint of the said President Director and Company of the Bank of New York and that you also summon Allen Pratt to be and appear before the said Court on the said sixth Monday after the first Monday of March 1840 then and there to answer what may be objected against him; when and where you shall make known to the said Court how you have executed this writ. And have you then there this writ. Witness Richard J Hamilton Clerk of our said Court and the Seal thereof this 16th day of March A.D. 1840 at Chicago aforesaid.

(Seal)

Richard J Hamilton
Clerk

State of Illinois,
Cook County, ss

By Virtue of the within I have levied upon and attached the South half and East half of North East quarter Section 22 Township 34 North Range 10 East of the 3rd principal meridian. Dated this 27th day of March A.D. 1840

F. Aldrich Shiff
of Will County Ill
Pr I Finch Jr
Depy Shiff

Served the within on Allen Platt as I am commanded by reading the same to him this 30th day March A.D. 1840

F. Aldrich Shiff
of Will County Ill
Pr I Finch Jr
Depy Shiff

Exhibit No. 2. to G. M. Chapman's 2d Deposition

Trial Balance 1st Jany. 1839.

G. M. Chapman	29	2,814.13		Stock a/c	1	129,444	28
G. M. Chapman & Co.	32	8,581.28		M. McMulty Stock a/c	20	6,855	81
Edmd O. Freeman	55	92.80		G. M. Chapman Stock a/c	26	23,068	12
Exchange a/c	81	407.02		Bonds pble	63	1,841	54
Profit & Loss	98	362.74		T. Wiggin & Co.	100	50,760	00
J. Hobson & Son	118	4565.40		Fletcher Alexander & Co.	106	22,222	22
Wohler & Co.	119	225.00		Thos Wilson & Co.	"	45,171	11
Cochrane & Bros	126	379.00		Geo Wilder & Co	110	26,603	01
Geo Hall	"	341.47		W. & J. Brown & Co.	114	11,576	74
Isaac Savega	"	445.72		Low & Berry c/o	121	16,601	44
Mather & Roberts	127	1237.57		Wells & Miles	141	83	75
Staples & Wooley	"	36.26		Artemas Lee	145	2,195	24
Caldon, Russell & Co	128	6,922.18		Lee & Jenkins	146	7,665	49
Adolph Hubert	"	394.74		Harding P. Woods & Co	147	2,132	79
A. Smith	"	72.00		Shipt to France in Co with L & B	154	82	82
Green & Hotchkiss	129	554.97		Ichabod Marvin	156	22	89
Hyde Harris & Roosevelt	130	8.00		Low Berry & Memo.	159	1288	60
Marvin Stuart & Topping	136	3878.51					
D. LaTourette	139	3893.43					
Aaron Marvin	143	19,521.29					
Brinckerhoff & Wilson	144	61.50					
G. W. Brinkerff	"	192.75					
Howard Ins Co.	150	6750.00					
Traders Ins Co.	"	5000.00					
894 Bad debts	151	567.09					

Ex. No. 2.
W. C. P. Conn.

Hat Shipt in Co. with L. & B.	153	1075	05				
Shipt to Williken Charleston	155	106	20				
Eunice Chapman	157	3012	51				
Withington & Wilson	158	44	54				
Shipt to Antwerp	161	4550	65				
Low & Berry & Co	162	23,650	18				
American Ins Co.	163	134	20				
C. R. Marvin	165	4000	00				
		105,878	18			347,615	85
over		105,878	18	over		347,615	85
Shipt to Hamb 9 pr Liber	166	5,044	84	Isaac Binns	182	6	99
" " Trieste " Radisla	"	739	43	Bonds & mortgages	184	3,000	00
Geo Brinckerhoff	167	1,477	09	Commission a/c	186	15	05
Samson Wetherell	168	1	50	Merchandise	200	15,238	59
Gault, Bigelow & Co	"	624	08	Sales on a/c A Hubert	204	18	44
Jona Fish	169	14	94	Lewis Slocum	227	26	38
V. Gunn	170	134	11	Daniel Low	229	572	34
Insurance a/c	174	215	73	Palm Leaf a/c	230	224	87
Buckmaster & Rowlby	176	3,300	28				
Jac B. Ambler	182	337	43				
Ab: Smith a/c	183	5,284	52				
Bonds & Mortgages	184	2,000	00				
Real Estate in Wilber	185	5,240	00				
Lot in 6th Avenue	"	552	63				
A. S. Marvin	188	2,500	00				
Shipt to London pr Enterprise	189	588	05				
do P. Leaf in Co with L & B.	"	1,682	75				
J. S. Ware	190	5,099	17				

Palmer & Co.	191	3,206	48				
Thos C. Cardwell	192	28	63				
W. C. Cardwell	193	3,371	81				
Anson Dexter	205	155	00				
Adams & Thorndike	"	497	01				
Petty Cash	213	385	31				
Keeler McNeil & Co.	224	844	50				
Tinkham & Hart	"	1,503	00				
Williams & Bogart	"	450	00				
Marcus Wilbur	225	168	34				
Granger Birch & Co	"	636	27				
Rodney Wilbur	226	239	16				
Graham & Mitchell	"	4,518	42				
John Reid & Co.	227	1,489	02				
Shipt of Hats in Co. with L. & B.	231	6,150	09				
Blue Hill Granite Co	232	7,815	00				
		172,232	81			366,718	51
over		172,232	81	over		366,718	51
Treas Blue Hill Granite Co.	"	110	00	Hat a/c No 2.	250	3,958	82
Rockwell Land Co.	233	1,000	00				
Virginia Land a/c	"	4,530	00				
Suspense a/c	234	10,511	14				
Cash	241	307	00				
Transient a/cs	257	11,140	84				
Purchasers a/cs	264	20,618	81				
Blue Hill Store in Co	270	3,250	32				
Expenses on Mdse	273	4,699	92				
Bills Receivable	290	73,151	90				
896 Real Estate of M. Murdoch	300	4,491	25				

897 the Westminster, and occupations, and the a

Asa W. Rankin	309	509	88
Thomas White	301	1,814	14
Theodr Clark	"	82	30
John Kettinger	"	60	00
Chandler Mann & Co	302	840	99
Jno W. Bailey	303	2,248	83
Clark Myers & Gridley	"	2,639	98
Hardaigh & Co	"	350	00
Elijah M. Pryor	304	814	40
Jno Freeman	"	135	83
H. B. Woodruff	"	408	88
Jno Hanna	306	714	42
Mo. Feldt	"	4,070	11
Hallock & Bates	"	1,838	68
Cohn & Lehman	307	3,955	49
Maj & Mc A R R Co Branch	308	495	33
Branch of Chanter R R Co Ft Scott	311	214	11
McNulty Mills & Merritt	"	2,544	92
Hanna & Forest & Co	312	686	75
Brand Pitts & Co	"	1,114	11
M. S. & W. Cohen	"	91	76
Trevall Stodart & Co	"	950	53
Abner L. Ely & Co	313	259	43
		332,386	12
over		332,386	12
Gordon Burnham	313	500	00
Hanna Bement & Co	314	512	52
Jno L. Howard	"	1143	69

		34n.644	38
over		34n.677	38
R. N. Stevens	310	455	36
Alf. Mc Nulty Bro	316	4,099	16
Orr N. Fund	318	104	00

A. Copeland & Co	"	36n	35
Mills & Merritt	"	903	63
L. & R. Lambert	315	662	75
Richmond & Shaughnessy	316	27	49
Davenport Hackoff & Co	"		48

Bills Payable	326	148,429	19
J. A. Gay	344	993	40
J. D. Beers	347	3	70
Bonnets of L a/c	351	255	84
Hat a/c Gen. L.	154	5,170	77

R. Coupland & Co	"	360	35	Bills Payable	326	148,429	19
Mills & Merritt	"	903	63	J. A. Joy	344	993	40
C. & R. Lambert	315	662	75	J. D. Beers	347	39	70
Withers and O'Shaughnessy	318	137	49	Borrowed of L a/c	351	255	86
Davenport Wyckoff & Co	"	393	48	Hat a/c No. 1.	154	5,170	77
Planters & Merchts Bank Stock	319	1,300	00				
Wm Bishop	"	1	51				
Interest a/c	332	2,005	75				
Chas D. Webb	340	56	20				
Henry W. Hopkins	341	100	89				
W. S. Torr	342	20	15				
Kent & Brinkerhoff	343	581	65				
Seth Thayer a/c sales	348	137	82				
Jackson Capers & Co.	344	1,052	41				
Baily & Reynolds	345	1,740	00				
Jona Jewett	"	298	76				
C. W. White	"	37	83				
Jno Lovejoy	346	104	36				
Wm McNulty Balc	358	38,049	22				
Geo C. Knight	360	98,723	29				
D. A. Baldwin Balc	361	11,404	19				
Jas Van Valkenburgh	362	1,757	48				
W. H. Gregory	364	4,004	83				
Mass Stoddard Balc	365	1,014	00				
Peter Clark	366	1,059	75				
J. D. Colver	367	540	00				
Manley & Murdock	368	320	47				
M. Loveland	369	340	—				
Store Expenses	370	5,888	50				
South 3rd Blk 139 E. Oswego	380	2,000	00				
C. B. Brindar	381	1,184	20				
Consignment to Chicago	382	5,289	06				
M. McNulty 1 o/o	384	13,928	42				
Thompson & Dayton	305	283	00				
		530,224	77			530,224	77

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The President of the United States of America
To all to whom these presents shall come.
greeting

Know ye, that we having inspected the records and files of the District Court of the United States for the Southern District of New York, do find certain paper writing, there remaining of record, in the words and figures following, to wit,

To the District Court of the United States for the Southern District of New York,

Maroni McNulty clerk residing in Strong Place, Brooklyn Kings County New York, (house not numbered) by petition represents and states to the Court, that he is owing debts, which have not been created in consequence of a defalcation as a public officer, or as executor, administrator, guardian or trustee or while acting in any other fiduciary character; and that he owes debts and is under engagements, which he is unable to meet, and that he accordingly applies to the court, for the benefit of the act entitled "An act to establish a uniform system of Bankruptcy throughout the United States" passed August 19th 1841.
And the Petitioner further states to the court, that the Schedule hereto annexed, marked A and duly attested by him, contains according to the best of his knowledge and belief, a list of all his creditors, with the places of their respective residences, and occupations, and the amount due to each, and the consideration

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or cause of the indebtedness. And the Petitioner further states to the Court, that the Schedule annexed Marked B. contains, according to the best of his Knowledge, information, and belief, an accurate inventory of his property, rights and credits of every name, kind and description, and the location and situation of each parcel and portion thereof

New York, February 21 1842.
Marvin McNulty.

The above described Marvin McNulty this day appeared before me and in my presence the foregoing Petition, and by his oath duly administered by me, to him verified the same. Subscribed

New York. February 21 1842.
William P. Campbell
Commissioner

I Charles D. Betts Clerk of the District Court do hereby certify that I have searched the docket of cases in Bankruptcy in this office and find no Petition filed by or against Marvin McNulty Dated this 22 day of February 1842.

Chas D Betts,
Clerk.

Schedule A referred to in the annexed Petition.

Debts owing by, and liabilities of the Petitioner, Marvin McNulty, jointly with George M. Chapman formerly doing business in the City of New York, under the firm of McNulty and Chapman and in England under the firm of George M Chapman & Co.

On the following promissory Notes payable to the order of and endorsed by Mc Nulty and Chapman for which they received no consideration, viz.

On Albert Mc Nultys notes as follows:

To Cheyney Hickman of Philadelphia. Pennsylvania. Merchant. Note dated July 20th 1839. for $552 43/100 payable 6 Months after date. This debt is in judgement for $649. 97/100 docketed August 20. 1840.

To the same, note dated July 27. 1839. for $3204. 29/100 payable 6 months after date. This debt is also in judgement for $3406 96/100 docketed July 8. 1840.

To The State Bank of Indiana. Note dated 6th May 1839 for $1521 75/100 payable 75 days after date. This debt is also in judgement. Petitioner understands that a part of the money, so as made on the executions issued against the Property of the Petitioners Firm in this case, and that the judgement has been assigned to and now is held by H. Hollis Hunnewell of Boston. Massachusetts.

To Bird Bitelau & Co Merchants No 46 Exchange Place. City of New. York. Note dated July 31 1839. for $238 Payable 90 days after date. Also Note dated October 17 1839. for $417 45/100 payable 6 Months after date. These Notes are in judgement. for $665 62/100 docketed November 12 1840.

To H. H. De Forrest & Co. Merchants No 82 South St City of New. York. Note dated September 30, 1839 for $254 70/100 Payable 4 months after date. This debt is in judgement for $338 82/100 docketed June 29, 1840.

To Garner Bell & Co Merchants No 31 Pine St City of New York. Note dated November 1. 1839. for $246 23/100 Payable 6 Months after date

On James D. Colvers. Note

899 To H. B. Meyer. Merchant. No 89. Beaver St. City of New.

York, date and time of Note not known by petitioner. Amount $500 this debt is in judgement for 599 86/100 docketed April 21 1840.

On Trask and Marvin's Notes. The proprietors of these Notes is unknown to Petitioner. As follows,

Dated September 17. 1839 Payable 4 Months after date $675
" " 21. " " 5. " " $675
" " 23 " " 6 " " " 675

On White and Richards Notes as follows,

To The Union Bank. No 17 Wall St New York. Note dated 8 August. 1841. Payable 90 days after date. for $1000

To The Thames Bank. of Norwich Connecticut Three Notes one dated April 17. 1840, payable 30 days after date for $1230,
" February 25 " " 60 " " " " 260,
" March 23 " " 60 " " " " 120,

To The Merchants Bank. of Norwich Connecticut Note dated February 25 1840 payable 60 days after date for $270,

To Masters Mar. Roe & Co Merchants No 62 Exchange Place New York, One Note dated November 23. 1839. payabl 5 months after date for $461 37/100
One Note dated March 16. 1840 payable 70 days after date for $250, On White & Richards Notes payable to the order of and endorsed by petitioners Firm which were lent to them by White and Richards without consideration as follow, viz.

To The Bank of the United States in New York No 34 Wall St,
Note due 11 March 1840, for $450 Discounted by said bank for Petitioners Firm This debt in judgement for 527 33/100 Docketed January 17, 1841,

To Henry W. Root. Merchant. No 51 Exchange Place

City of New York, Note due April 1 1840, for $1047.61/100. passed to him as agent, of I. Raleigh & Co of Manchester England for Merchandise sold and delivered by them to Petitioners Firm in England, This debt is in judgement for $1119.84/100 Docketed August 24. 1840,

To the North American Trust & Banking Co. late of No 47 Wall St New York ~~City~~, Note due November. 25. 1839. for $983.69/100 which was discounted by said Company for Petitioners firm, N. B, There was another Note with the same parties to it, for $900. Due 26th, February, 1840, handed to said Company, as a renewal of the Note of $983.69/100 both Notes were retained by them, and are believed to be now in their posession, This debt is in judgement, for $1082.53 ~ Docketed May 27. 1840.

To The Merchants and Mechanics Bank of Troy New York. Note due 2nd January 1840, for $1119.45/100 which was passed to I. P. Cushman of Rensalaer County New York, by Petitioners firm in accordance with an agreement between said firm and Alfred M. Whitney of the City of New York, in settlement of a debt due by him to said Cushman. This debt is in judgement for $1201.14, Docketed May 4. 1840,

On Trask, and Marvin's notes payable to the order of and endorsed by petitioners firm which were lent to them by Trask & Marvin without consideration and passed to the following parties viz.

901 To the North American Trust and Banking Co late of No 47 Wall St. New York,

Note dated September 24 1839, payable 90 days after date for $800. Discounted by said Company for Petitioners firm.

To Ferguson Collins & Co Merchants No 11 William St New York. Note dated 11 September 1839 for 612 37/100, payable 4 months after date given in part renewal for a former note of Petitioners firm to them, for Merchandise sold and delivered by them to Petitioners firm. This debt is in judgement for $721 57/100 docketed May 20, 1840.

To the Bank of New York, No 31 Wall St. on two notes, one for $720, the other for $580, both dated December 26. 1839. Payable 60 days after date, discounted by said Bank for Petitioners Firm

To Weyman and Thorne Merchants, late of No 13 William St. New York. Note dated January 18, 1840. for $630 Payable 90 days after date for goods sold and delivered by them to Petitioners Firm. This debt is in judgement for $742 99/100. Docketed August 4, 1840.

To Nevins Townsends & Co. Brokers No 18 Merchants Exchange, Wall St. New York, On a Note of Petitioners firm, to the order of Trask & Maroin dated September 7. 1839, for 775 25/100 Payable 60 days After date, for which Petitioners firm received no consideration. This debt is in judgement, $936 27/100 Docketed October, 1840,

To Trask and Maroin, late Merchants, of No 128 Maiden Lane, New York, on a note of Petitioners Firm to their Order dated June 23, 1839, for $793 92/100 Payable 6 months after date, in part Renewal of a former note of petitioners firm, for Merchandise sold and

delivered to them by said Frank. and Marvin
To the Ulster Iron Company Office No 93
Washington St. New York. City - on a note of
petitioners firm. to the order of and endorsed
by Frank. and Marvin. And by White and
Richards for 176 11/12 Dated November 2. 1839
Payable 90 days after date, passed by petitioners
firm. to Galloway & McFarlane. New York.
for Merchandize sold and delivered by them
to Avery & White of Silver Creek. Chautauque
County New York. in part payment of a
mortgage bought of them by petitioners
firm
To The Assignee of William Bagley late Mer-
chant of No Cedar St New York. - on two
Acceptances by petitioners firm. of Avery
and White. drafts to his order for $600. & 383.68
due 25 January 1840. And for a Note drawn
by Petitioners firm in favor of White and
Richards and endorsed by them due 29
January 1840. for $1092.50. in part renewal of
a larger acceptance of Avery & White's draft
given for the same purpose as is specified in
the preceding item to the Ulster Iron Company
To Charles H. Kinsell & Co Merchants. No 35.
Nassau St. New York. as agents of J. Worthing-
ton of Manchester England. on a Note of peti-
tioners firm. to the order of and endorsed by
White and Richards. due January 20, 1840.
for Merchandize sold and delivered by said
Worthington to Petitioners firm in England
Amounting $373 64/100. This is in Judgement. for 42 29/100
docketed June 5. 1840.
And Note of John Freeman endorsed by Peti-
tioners firm for $100 dated April 16. 1838.
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Payable 2. Years after date. The proprietor of this note is unknown to petitioners. There was no consideration for this endorsement,

To Bowen and Mc Nance Merchants, No 16 William St. New York, on an acceptance of petitioners firm of Mc Nulty and Rogers Draft on them to the order of the said Bowen & Mc Nance dated October 1839, and payable 6 months after date, petitioners firm having money and securities on hand belonging to the drawers, from which to pay the draft. Amt $150,

To L. B. and G. L. Marvin, Attorneys Buffalo New York. $289.75 on Note of petitioners firm to their order, dated 28 December. 1839, given for costs and Expenses on a Bond and Mortgage of Mills and Drew, on property in Buffalo New York, to which petitioners firm were bound to pay,

To The Delaware and Hudson Canal Company, No 53 William St New York, for an obligation to them, for the purchase and delivery of coal, for manufacturing cement, in judgement for. 643 12/100 October 9th 1840,

To The Atlantic Bank of Brooklyn. New York on an endorsement of petitioners firm of White and Richards note, discounted for them by said bank, dated March 5, 1840, payable 3 months after date for $100,

To Mc Coon and Sherman. Merchants, No 51 Front St. New York, on an acceptance by petitioners firm of Ebenezer Bartletts Draft for $150. given on account of the manufacture of cement, for them at Wilbur Ulster County New York. This debt is in judgement for $200, Docketed June 19. 1840,

The four succeeding debts arise on the acceptance by petitioners firm of the drafts of William Mc Nulty, payable to the order of the several parties named, petitioners firm having received the funds

of the drawer (William McNulty) to pay the same.

To Warren and Brintnall. Merchants. No 54 Front St. New York. Acceptance due September 29th 1839. for $491.59

To Cebra and Cunning. Merchants. No 106 Pearl St New York Acceptance due January 14 1840. for $255.44/100.

2 To J. H. H. Messenger. Merchants No 6 Cedar St. New York. Acceptance due 17 March 1840. for 267.65/100.

1 To Conkrys and Co. Merchants No 98 Maiden Lane New York. Acceptance due 22nd January 1840. for $136.23

"These two notes misplaced thro' mistake in copying viz. 1 & 2"

To McNulty and Dozier. late Merchants of Georgetown South Carolina — for a balance on open account of $2816.39 due to them by petitioners firm for money received of them after deducting payments on their account. average due 1st December. 1839.

N.B. To secure the payment firstly of the four acceptances above named, and secondly of the balance due to McNulty and Dozier as named above, of $2816.39 there was placed in the hands of Charles Kelsey. Merchant. of No 1 Merchants Court. Exchang place. New York in trust. on the 16th January 1840. by Petitioner and George McChapman jointly and severally. the following securities viz. Thomas F. Richards assignment of a certificate of the Sheriff of the county of Cook. State of Illinois. of the purchase of certain lands. in said county at Sheriff's sale at the cost of $456. dated the 14th May 1838. — also a similar assignment of a like certificate. dated July 25. 1838. at the cost of $605. — also 3 several promissory notes drawn by Samuel A. Belden of the city of New Orleans. payable to the order of and endorsed by Albert McNulty of the city of New York. dated New Orleans

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September 21. 1838. payable 8 months after date, for $301,42
October 5 " " 8 " " " " 381,85
November, 6 " " 6 " " " " 190,31
Also 3 several promissory Notes drawn by Charles Kelsey as aforesaid. payable to the order of and endorsed by Albert. McNulty.
One Note payable November. 12. 1841. For $210,60
" " " February 4. 1842. " $399,63
" " " May 12. " " $975.60
1585.83

Petitioner has been informed. that Daniel French assignee of George. M. Chapman has commenced a suit against Mr. Kelsey. to recover the securities named above on account of some alleged claims against Wm. McNulty. but petitioner believes he has no legal or equitable claims on them

To the 7th Ward Bank. No 52 East Broadway. New York.- on a note of petitioners firm to the order of F. Bloodgood. is due November 18 1839. for an advance to him on Charles. A. Gregorys. Bond and Mortgage on certain property in Ithica Tompkins County New York. in judgement for $193. 69/100. June 24, 1840. The holders or proprietors of the five succeeding notes. are unknown to petitioner

they having been delivered to petitioners late partner George. M. Chapman

On a Note of petitioners firm to Julia. A. Chapman or bearer. dated December 26. 1839. for $1600 36/100 payable on demand with interest. for money received of Eunice Chapman and interest on the same,

On a Note of petitioners firm. to Fanny Chapman or bearer. due November. 24. 1838. for $2000. for money received by them of George. M. Chapman

On a Note of Petitioners firm to George M. Chapman or order. due April 11 1839, for $773. 40/100 for money

received of them by them N. B. As collateral
security for the payment of the two last named notes
specifically, petitioner and George M. Chapman
assigned on the 17th October 1839. to Volney Gunn
now of London England a bond & mortgage
made by Charles H. Marvin of Brooklyn
New York, payable to them in 6 months from date
with interest for $5'000. dated May 29. 1838
secured on certain property in the city of Brooklyn
On a Note of petitioners firm to their own order dated
July 10. 1839. payable 30 days after date. with in-
terest for $ 4197 34/100 for money received of George
M. Chapman and interest thereon N B as col-
lateral security for the payment of last named note
specifically, petitioner assigned on the 17 of October
1839. to Volney Gunn as aforesaid. a joint Bond &
Mortgage (which belonged to petitioners firm) made
by Morgan L. Hamilton, Wm. H. P. Taylor, and
Wm. H. Lacy of Buffalo New York to C. P. Avery of
Silver Creek for $10,000. dated April 29. 1839. and
payable in ten annual instalments. with interest
on which was due at that time about $ 9.500
secured on property in the city of Buffalo. New York
On a note of petitioners firm to the order of George M. Chapman
dated 10 July 1839. payable on demand with interest
for $ 466 70/100 given for extra interest on the note of
$ 4197 34/100 last named,

To Emmie Chapman of the City of Brooklyn. for a
claim made by her for return duties on certain
silk and Straw Goods sent to petitioners firm from
Europe by her son George M. Chapman the late
partner of petitioner and which were delivered
to her, The amount of this claim is unknown to
petitioner. but it is more than counterbalanced by
losses on other goods sent out in a similar way
for her account,

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To Jacot Smith, Bryce and Jones, late Merchants No 228 Pearl St. New York, on a note of petitioners firm to their order for goods sold and delivered by them to Thomas Ap Thoma agent of the Blue Hill granite Company, State of Maine, now in judgement in Kings County, for about $270. in April 1840, From this amount is to be deducted the avails of a church pew, which cost petitioners $350 each which he conveyed to said Jacot and Company as collateral security for the payment of the said debt, and which was sold by them for $123, in May 1841,

To Henry H. Root, Merchant, No 51 Exchange Place New York City, as agent of J. Raleigh and Co. of Manchester England on the following promissory notes, to the order of and endorsed by petitioners firm passed to him in part settlement for merchandise sold and delivered by Raleigh and Co to petitioners firm in England viz. Wells and Co note of Buffalo New York, dated september 4, 1839, payable 6 months after date in Buffalo, Amount $662 79, George N. Kenney (of Buffalo.) acceptance of George B. Crandalls Draft, dated July 9. 1839, for $347 75, payable 6 months after date, Both these debts are in Judgement, the former for $727 11 docketed July 6 1840. - the latter for $440 29/100 docketed January 9. 1841,

To Andrew Cochrane of Philadelphia Penn, on a note of petitioners firm, for $470 29/100, to his order due 2nd April 1840, for ground rent on certain property in said city, conveyed to petitioner and George N. Chapman by John Wilson, In judgement for $498. 54/100 Docketed December 9, 1840,

To James. Van. Valkenburgh of the city of New York, residence and occupation unknown to petitioner.

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On a note of petitioners firm for $1512 27/100 to the order of Romayn and Phelps. due February 23. 1840. for balance due him for manufacturing cement. for petitioners firm at Kilbur. Ulster County New York, This debt is in judgement for $1727 100 docketed Nov. 15. 1839.

To the North American Trust and Bank ing Company late of No 47 Wall St New York, on promissory note of Petitioners firm to order of Jno P. Powers, for 3.785. 89/100 due December 2 1839. and for an endorsement by Petitioners firm of a note drawn by Foote and Bowler, of Cincinnati Ohio, to the order of Petitioners firm for $3970 89/100 due 22 October 1839. for both of which notes (with others) they received certificates of deposit of said company payable in London — These debts are in judgement for $4357 89/100 docketed May 27. 1840.

N. B. Petitioner and G. M. Chapman conveyed to Jno P. Powers, on 29 June 1839. as collateral security for the payment of note of $3785 89/100 named above. two deeds, dated June 28, 1839. of property situate in Buffalo New York. corner of Clinton and Elm Sts. and on the westerly bounds of Columbia street, 150 feet north of Elm Street,

To William Benjamin Jr. Merchant. No 68 Pine St New York, $ 304 28/100 for money advanced by him to petitioners firm in London in the year 1838. and for commissions in attending their business there

To Volney Gunn. Now of London Merchant. for his services as clerk to petitioners firm in England for some four years. (the exact length of time is unknown to petitioners) at $1000 per annum. and for $1092 27/100 received by petitioners firm of J. and W. Lockwood & Co of New York on 29 June 1839 on his account, Petitioner has been told by G. M. Chapman that

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he placed collateral security in Mr Gunns hands for the balance due to him by the Assets of Mc Nulty and Chapman, subsequent to petitioners dissolution of Copartnership with him

To Hyde and Goodrich. Merchants of New Orleans represented in this City by one of the firm ~~in this city~~. E. G. Hyde office No 29. Broad St. $98 75/100. For money advanced by them as security for petitioner firm in certain attachment suits, commenced in said city by them,

To Merrill and Whittier. Merchants of Monroe Michigan $59 26/100 for money advanced by them for account of petitioners firm in a suit brought by them against J. H. and J. C. Miller, of that place in the Autumn of 1839,

To Jones and Williams Attorneys of Detroit. Michigan for their costs and charges in a suit brought for petitioner against Jonathon S. Ware of that place, amount not known by Petitioner

To Horace Holden and Charles O. Connor. Attorneys of 18 Beekman St. of the City New York, and 51 Wallstreet New York, for their costs and charges, in a chancery suit in this city. Mc Nulty and Chapman vs. Harding P. Woods and others, amount not known by Petitioners,

To Harbrouck. and Schoonmaker. Attornies of Kingston Ulster County New York $75 for their fees. in a suit J. Van Valkenburgh vs. Mc Nulty and Chapman,

To Aryule Campbell Attorney of Columbus Mississippi. $25 for his fees in the prosecution of a suit for account, petitioners firm.

To Abraham Underhill. Attorney. No 14. Pine Street New York $24 40/100 fees for professional business, for account of petitioners firm,

To Ebenezer. Bartlett Merchant. No 103. Front St, New York. For an unadjusted balance due him for his advances. on the manufacture & sale

of Cement, for account of petitioners firm, over the nett sales of the same supposed to be $300 to 400,

To Judge Rexford, of Ulster County New York, for damage &c done to a barge in the use of petitioners firm, the amount of which is not settled, the amount claimed is some $300.

To Schultz and Carlyle, Coopers of Ulster County, New York, $46 70/100, for amount of their bill, for coopering cement barrels for petitioners firm.

To I. D. P. Ogden, Merchant, No 53 Wall St. New York $150, for the rent of Store No Maiden Lane New York, due 1 May 1838,

To Samuel Phillips Fur dealer, No 235 Pearl Street New York, an the guaranty of petitioners firm to him from his liability on a note of J. H. Ransom and Co. Payable to his order and endorsed by him for $496. due April 13, 1840, passed by him to petitioners firm on account of Merchandise sold and delivered to him by them, and by them passed to third parties,

To Harding P. Woods & Co Hat dealers, of Barre, Massachusetts, for a nominal balance of $2132 79/100 standing to their credit on the books, of petitioners firm. For Merchandise sold and delivered by them to petitioners firm, — This balance it is believed will be cancelled on making up an interest account between the parties,

To Joseph Reid late of the city of New York, occupation and present residence unknown to petitioner, on an agreement of petitioners firm, to convey to him lands, to be located in Orleans or Niagara Counties, State of New York, of the value of $2500, over and above the incumbrance on the same,

To John Lovejoy, Dentist of No 88 Prince Street New York. For a claim made by him, for damages

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for non fulfillment of a verbal agreement
on the part of petitioners firm in reference to
the purchase of certain lands of James McCormick
Situate in Cabell County Virginia of which
Petitioner has no personal Knowledge, said a-
greement if any having been made with his
late partner George M. Chapman

To James D. Culver, now residing in Oswego, New York
for a balance of account claimed by him of petitioners
firm, but which petitioner thinks erroneous and
that there is nothing due to him

To James Hall, Peter Clark and others, for a claim made
19 South William St by them, on petitioners firm, in reference to cer-
tain real Estate transactions, which now form
the subject of a Chancery suit in which the said
Hall and others claim a considerable sum of
petitioners firm for a portion of the nominal
profits on sales made by them, and an in-
terest in the remaining property, But which
claim petitioner thinks erroneous, and that they
have no claim upon petitioners firm

To the North American Trust and Banking Company
late of No 47 Wall Street New York, on a bond of
petitioner and George M. Chapman to Joseph D
Beers, President of said Company for $ 9,000, dated
with interest at per cent payable half yearly from 1st may 1839.
1st January 1839, the principal payable in one
year from date, This Bond was given Coguaraly
the payment of John A. Campbell Bond and
Mortgage for $ 30,000 on property at Amherst
Erie County, New York, assigned by petitioner
and George M. Chapman to said Company
for $ 20,000 Which latter sum is the Amount and
Liability of each and all the parties to said
Bond and Mortgage, Also on a Bond of Pe-
titioners and G. M. Chapman to J. D. Beers, Trust of said Company

of the same tenor and date as the preceding and for 11,000$
This Bond was given to guaranty the payment of Geo. H. Knights Bond and Mortgage, for the same sum on on property in the city of Buffalo, New York, which was assigned by petitioner and G. M. Chapman to said Company. Petitioners firm received the stock of said company at par, for their Bond and the Bonds and Mortgages named above.

In Addition to the above, petitioner and G. M. Chapman gave their mortgage for $23000, to said company on certain property in Buffalo, dated May 1 1839, on which Petitioner supposes he has incurred no personal liability

To the estate of James McCormick Junr late of Washington City, D.C., on petitioner and G. M. Chapmans Mortgages to him dated 2 March 1839, for $8000 payable in four annual installments, of $2000, with interest on sundry tracts of land bought of him by petitioner and G. M. Chapman, situate in Cabell County, — Virginia, this Mortgage being given to secure a part of the purchase money, provided petitioner has incurred any personal liability in the matter,

Liability of petitioner on his joint agreement with G. M. Chapman to convey to the following persons the number of acres of land set opposite their respective names Said land situate in Cabell County Virginia, being part of the land conveyed to petitioner and Chapman by J. McCormick, Junior, and known as, Samuel Smiths ~~Surveys~~, (late of Baltimore) ~~viz~~ surveys, viz

To George Reynale	of Lockport, New York	5000	Acres,
To Ebenezer R. Avery	" Silver Creek "	1600	"
To J. C. Morrell	" Lowell Mass.	300	"
To Tappan Wentworth	" "	1,700	"
" Darling	" Boston	400	"
" Washington Hunt	" Lockport New York	5000	"

913 This last obligation ought not to be considered as binding as the agreement, for which it was part of the considera-

tion was never consummated.

Do Washington Hunt of Lockport New York. on a contract of petitioner and George M. Chapman to buy of him some 1000 acres of land in Niagara County New York. on which was an existing encumbrance of $22.000. held by the Farmers Life insurance and Trust Company. of New York. to which the land so as to be subject. The 5000 Acres of Virginia land above specified was by this agreement to have been conveyed to him.

Do John Wilson late of the city of Philadelphia occupation and present residence unknown to petitioner on an agreement of petitioners firm. to sell him and Alfred M. Whitney a certain number (unknown to petitioners) of acres of the land above referred to, situate in Cabell County. Virginia. on account of which said Wilson conveyed to petitioner and G.M. Chapman. certain property situate in Philadelphia. the said land not having been conveyed to him

Do Botsford Fairman Merchant of County. New York $70 received of him in the Autumn of 1839, as interest for 6 months on his bond and Mortgage for $2000 which had been assigned to Thomas Wilson and Co. it being the intention of petitioners firm to pay it over to them. but which was neglected to be done

Do Brown and Co Stationers. No 149, Pearl St. New. York, $10 for their bill of Account Books, furnished petitioners firm November 2nd 1839,

Do the proprietors of the New York Journal of Commerce No 70 Wall St $84 20/100 for subscription to their paper. by petitioners firm for 1839/40,

Do the proprietors of the Morning Courier and New York. Enquirer, No 58 Wall St, 4.69. for advertising

dissolution of Copartnership between petitioner and George M. Chapman January 17, 1840,

To the proprietors of the New York commercial Advertiser. No William St. Cor Pine St $4.00 for a like Advertisement.

To Welles and Co Bankers, Paris, France, represented in this City by Ebenezer Thayer, No 24 Beaver St and By H. Hollis, Hunnewell, a partner in the house of Welles and Co at Boston, Massachusetts,

The indebtedness of Petitioners firm arose from advances made to them by Wells & Co in payment for merchandise purchased by petitioners firm in Europe. The original indebtedness it is believed by petitioner was liquidated but the following liabilities still exist on securities passed to them (there may be others of which petitioner is ignorant) viz as Endorsers on the following notes,

Walter Birker to his own order and endorsed due for $200 4 July 1839
" " order Charles R. Marvin, " due 4 July 1839 $200
J. S. Keeler " McNulty & Chapman, " 29 June " 1087,98
Ron Strang & Co " " " " 4 May " 1063,89

On the guarantee of petitioner and G. M. Chapman in their assignment to Welles and Co. or Samuel Welles of a Bond and Mortgage of George H Knight dated 22. September 1838, for $18000, secured on property in the City of Buffalo, New York, the same deeded to Knight by James Miller, and recorded in Erie County (Lib 49 of Deeds) September 8. 1838, also on the guarantee of petitioner and G. M. Chapman on their assignment to Samuel Welles, of two Bonds and Mortgages made by Charles Webb, Both dated September 15, 1838, And payable in four annual Installments, with interest, recorded in Oswego County November 20 1838, One for $4000 secured on south third block East Oswego. The other for $12000 secured on an undivided one third part of the Parsons Farm.

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in East Orange Nj. Also on C. M. Chapmans and petitioners Covenant of warranty in their deed of conveyance to Henry Winthrop Sargent, dated June 11, 1839. Of four houses and lots corner of Merrimack & Kirk Merrimack Sts, and a brick store and Lot on Central Street Lowell, Massachusetts, known as the Bartlett Estate, Consideration $8000 subject to the Mortgages thereon, Also the 3 brick stores and Lots in Merrimack Street known as the Elliott Block, Also in Lowell, ~~Known as the Elliott Block~~, Consideration $15000 Subject to the Mortgage thereon, Also on the petitioners covenant of Warranty, in his deed of conveyance of a leasehold Lot, of land, to S Welles in the 9th ward in the City of Brooklyn,

Jo Melchion Brave of Paris France Merchant represented in this city by Brave and Livermore of no 18 Exchange Place, For Balance due him by petitioners firm on a bill of Exchange of C. M. Chapman and Co, the Same being in judgement for $997 84/100 July 1, 1840.

Jo Low and Berry late Commission Merchants, of Paris France, The Partner Berry of said firm is now residing in the City of New York, but at what place is unknown to petitioner, An unadjusted account exists between them and petitioners firm for purchases of Merchandize by them for account of petitioners firm and of Shipments of goods to them by petitioners firm, the balance of which account, if adjusted is believed to be against Low & Berry

Jo Low Berry and Mems, late Commission Merchants, of Lyons, France. Mr Berry of this firm is the same individual as of the firm of Low and Berry, For balance due them in account current, for purchases by them for account of petitioners firm previous to the year 1838, $1238 60/100, This account is merged in the general account referred to above between Low and Berry and Petitioners firm,

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To Thomas Wilson and Co. of London England Merchants and Bankers represented in this City by J Allen Office No 1 Hannover Street, On two promissory notes of petitioners firm to their Order dated 29 June 1839. and payable 8 months after date with the current rate of Exchange between New York and London at their maturity and interest, One for £1987.10/ sterling, the other for £843.3/ Sterling, For advances made by them to petitioners firm in England in payment for purchases of Merchandise by petitioners firm in Europe, There is to be deducted from this indebtedness the sum of $2500 as cash on 29 June 1839. for a bond and mortgage made by William H Gregory to Francis A Bloodgood, dated 1 October 1837. assigned by Bloodgood to George W. Chapman and the property of the firm of Mc Nulty and Chapman and by the latter by to Thomas Wilson and Co on the 29th of June 1839,

To George Wildes and Co of London England Merchants, and Bankers represented in this city by a branch of the said house, Wm C. Pickersgill and Co, Office No 5 Davis Building corner of Exchange place and Hanover Street $32,264.54/100 In a judgement in their favor against petitioners and George W. Chapman. docketed October 4, 1840, For advances made by them to petitioners firm in England on their drafts on said firm in payment for goods purchased by petitioners firm in Europe,

To Fletcher Alexander and Co of London England Bankers represented in this city by Edgar Curtis a partner of said firm Office No 11 Davis Building £3256.17.8 Sterling and Exchange on London in account current, of June 1, 1841, For money advanced petitioners firm on their draft on Fletcher Alexander and Co Accepted and Paid by them

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At the time this credit was opened collateral security was lodged by petitioners firm in promissory notes endorsed by them of which there remains at present uncollected the following viz,

I. H. Crooker,	note to order	McNulty and Chapman	due	Oct. 2 1839	$396,55
Durant & Co	" " "	"	"	" 4	" 82 000
I. A. Reals	" " "	"	"	" 28.	" 5283,04
D. A. Baldwin	" " "	"	"	Nov 5	" 1721,36
White & Richards	" " "	"	"	Jan 21, 1840,	871,12
Stewart & Brown	" " "	"	"	Feb 4.	" 224.39
P. L. Sink	" " "	"	"	" 18	" 316,67
John Duncan	" " "	John Ely	"	March 1	" 200,
White & Richards	" "	McNulty & Co	"	" 20	" 1173.69
Wm. W. Hayes	" "	"	"	" 28	" 1218,79
A. H. Gossip & Co	" "	J. Stewart	"	Apr 12.	" 251,83
C. R. Marvin	" "	McNulty & Co	"	" 26	" 1039,40
Welles & Co	" "	"	"	May 7	" 662,79
Carrington & Lee	" "	"	"	" 28	" 600,00
"	" "	"	"	June 20	" 814,00
John Reeve & Co	" "	"	"	Sept 14	" 365,94
I. I. Wells	" "	J. Cardwell	"	Dec 10	" 507,16
I. W. Taylor	" "	Kent and Brinckerhoff	"	March 4	" 444,70
"	" "	"	"	" 4	" 284,24
"	" "	"	"	June 4	" 444,70
"	" "	"	"	" "	" 284,24
"	" "	"		Sept 4.	350,57
"	" "	"	"	" 4	548,62

To Wm and James Brown and Co Merchants, Liverpool England represented in this city by the partners of said firm. Brown Brothers and Co Office No 2 Davis Building on the 3 promissory notes of petitioners firm payable to the order of Brown Brothers and Co One for £1000, Sterling due 18 February 1840,

One for £1300.11/ sterling due 18 March, 1840,
" " " 1000 " " 18 April "

with exchange on London at the current rate at the maturity of the notes, given for balance due them in account current, for money advanced by them to petitioners firm in England, in payment for merchandize purchased by the latter,

To Innes Loyd and Co Bankers London England represented in this city by James B. King of the firm of Prime Ward and King, No 42. Wall Street, $5'069.15/100 for balance due them in account current, on the 31 December 1838 it being the deficiency on 3 bills of Exchange endorsed by petitioners firm and discounted for them by Innes Loyd and Co. Drawn by Anthony L. Rosen of Paris, on Frye & Lightfoot London and accepted by them both drawers and acceptors proving Bankrupts. The above sum is the deficiency after a final dividend by both Estates. N.B. The following collateral security for the payment of this debt was placed in hands of Mr King on the 1839, Viz. Thos W. Harvies, Bond and Mortgage to Marvin McNulty and George. M. Chapman dated 16 April 1838, payable in 3 years with interest for $6000 on property at Salina New York And as collateral security to the said Bond and mortgage (conveyed as such by Harvie & McNulty and Chapman) a bond and mortgage made by Silas Miller, dated Nov 12. 1836. for $7,500, payable 2 years from date with interest, on property situate in Brooklyn near Cleveland Ohio)

To the North and South Wales Bank of Liverpool, England represented in this city by Brown Bros & Co No 2 Wall Street Building, $87,768. for the amount of James B. Cockrane's bill of Exchange for £ 200, Sterling dated 7th October 1839, payable 60 days after date to the order of Petitioners firm, accepted

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and paid by said bank,

To the following persons and firms on the promissory notes of petitioners firms in England Geo M Chapman and Co. payable to the order of the several parties named, for merchandise sold and delivered by them respectively to petitioners firm in England. Due as named viz,

To John Jackson	Manchester	England	due May 4	1839	$949.68
" John Millor	"	"	" " 3	"	337.08
" John Mackinson	"	"	" Aug 4	"	411.12
" Etches and Parker,	"	"	" Dec 15	"	411,12
" John Clegg 2967 84	"	"	" Feb 18	1840,	1846,32
" J. H. Wilson	"	"	" March 12	"	1121,52
" Do 4129 50	"	"	" Feby 2	"	3045.48
" Bruce & Dorrington Leeds	"	"	" April 10.	"	1084,32
To Fredrick Harrison London	"	"	" Dec 5 1839.		1810,98
			" Nov 4.	"	2011,12,

To Timothy Wiggin and Co London Bankers represented in this city by Wm Torrey Junr. No 1 Platt St, $51,938 52/100 balance due them by petitioners firm in account current on 31 December. 1838. for money advanced by them to petitioners firm in England in payment for merchandise purchased by said firm in ~~England.~~ Europe

N. B. On 28 december 1838 a memorandum of settlement of this account was agreed upon between ~~by~~ petitioners firm and Mr Torrey, in which petitioners firm were to turn out, certain notes and property, but which they were unable to do except in part, It is supposed by petitioner, that the amount actually realized on the notes and property so turned out to Messrs Wiggin and Co. will not be sufficient to reduce the amount of indebtedness of petitioners firm to them to less than $40,000,

On Petitioners liability on Deeds of property conveyed to T Wiggins and Co.

Liability of petitioner jointly with Chapman to Charles Webb. of the City of New York, Clerk residence unknown to petitioner, for their guaranty to him against the payment of two certain bonds and mortgages of his for $4000 and 12,000, assigned by petitioner and Chapman to Samuel Welles on certain property in Oswego New York.

To Daniel A. Baldwin, Attorney. ~~New York~~ No 47. Nassau Street, New York, For liability of petitioners firm to him, for his note lent to them Dec 11 ov 5. 1839. for $1721,36

(921) To John O Keeler, Cortman City of New York, residence unknown to petitioner for liability of petitioners firm to him, for his note lent to them Dec June 29, 1839. for $1687.92

Individual Debts and Liabilities of petitioners

To whom debts are due (All Book Accounts)	Residence of Party	Consideration	When due	Amount
To John Morris.	Brooklyn New York.	Family Groceries	March 1840,	143. "
" S. T. Champney & Co	"	" "	" "	49,61
" W. I. Watson	"	Shoe Bill	January 1839,	34,48
" Thomas M. Watson	"	" "	" 1840	73,10
" Jeremiah Mundell,	"	Glazing	" "	2,50
" Thomas J. Gerald	"	Balance of rent.	February "	4,50
" Frazier & Beers.	"	Mending Stoves &c.	Jany "	13.25
" Walters, Barre & Co	"	Smith Work &c	August "	3,50
" John Smalley Decd	"	Acknowledging papers	Jany "	6,75
" Edward Cumming.	"	Butchers Bill	May "	25, "
" T. R. Stillwell,	"	Clothing, About	" "	75 "
" Robert Prince	"	Upholstery	Oct 1841	4,50
" Thomas Hall,	"	Merchandise	Jany 1840	29.11
" May Lawson	"	Borrowed money	Ap 23 1839.	119,19
" Mary Smart	"	Nurse	May 1, 1841	8 "
" Jane Murdock.	New York 128. 8th Street	"	Oct 20, 1840	24, "
" Mrs. Childs,	" 18 Park place	Millinery	May "	25 "
" I. S. Lewis,	104 Washington St,	Coal	Jan "	5,60
" Benedict & Benedict	" Merchants Exchange	Mending Clock		4, "
" Wm I. Quincy	" 251½ Broadway,	Money Borrowed	Sept 1840	40, "
" Wm. H. Aspinwall,	" 54 South St,	" "	May 28, 1840.	15d. "

Individual Debts and Liabilities. Con

To Young Smith & Co. No 4 Maiden Lane, money borrowed Sep 1, 1840. $150,00

" Ann Rhodes. Hempsted L.I. Board of Family Oct 1 1840. $87,37.

" Butcher and Harris, Albany New York. Attorney on note of petitioner to their order for costs and expenses in suit of petitioner vs D. E. Evans, due January 8. 1840. for $307.17 now in Judgement. docketed May 4, 1840. for $356.51

To Carrington and Lee. New York City late Merchants, of No 31 Liberty Street on note of petitioner to the order of Albert McNulty, due May 30, 1840, for $200 for goods sold and delivered by them to E. Reed.

To Nathaniel Cogswell, of New York City Merchant of No 86 Ceder Street on guaranty of petitioner of George W. Brinckerhoff. obligation to him $275.52 due January 14 1838, with interest,

To James Mowatt, of New York, Attorney No 46 Wall St, on petitioners endorsement, of the note of White and Richards, dated 29 September 1838, payable 6 months after date, lent to Charles R. Marvin of New York without consideration, for $2572, N.B. the payment of this note was contested and judgement rendered against petitioner for $1787. 24 docketed April 21 1840,

To the United States, as surety of the following Custom house Bonds, given by George W. Brinckerhoff. of Brooklyn for duties on imports into the port of New York as follows Viz.

No 3293	per Casper Hauser from Havana	due March 12, 1840	$	415,00
" 3294	" [illegible]	" " 1841		415,00
3296	" North America from Carthegenia	due " 21 1840.		57,00
3297	" North America " Carthagena	" 21 "		57
3299	" Navarino " Havanna	" Apr 17 1840		66,
3300	" " " "	" " 1841		67,
3302	" Casper Hauser, " "	" May 16 1840.		185,
3303.	" " " "	" " " 1841.		185

Together fourteen hundred and forty eight dollars, $ 1448

To Moses P. Hatch of Oswego New York, on guarantee of D. A. Baldwins Bond to pay him $1083. on June 19, 1840 or to pay the same on account of a $2000 mortgage of said Baldwin on 19.20 Acres, of land in the State of Illinois, The same being without consideration to petitioner on the note of Petitioner to the order of D. A. Baldwin, dated Dec 19, 1839. payable 7 months after date, for $430 passed by him to some other person unknown to petitioner and without consideration to him,

To the Bank of Oswego New York, on endorsement of Albert McNultys Check, on the Union Bank dated December, 21, 1839 for $50. now in Judgement for $66 65/4 March 11, 1841, without consideration to petitioner,

To the following persons on the endorsement of petitioner of the notes of Albert McNulty and William McNulty for which petitioner recieved no consideration,

On Albert McNultys notes,

To Gurner, Welles and Co Merchants No 31 Pine Street. New York, dated February 23, 1839, payable 12 months after date, for $808,52

To the Duchess County Bank, at Pokeepsie New York in judgement for $320,29 docketed July 6 1840.

On William McNultys Notes viz.

To John Ely & Co late Merchants No Maiden Lane New York, due April 4, 1840, for $369,80. now 17 nassau

To Hall Johnson and Co, late Merchants No 177 Pearls street New York, the following

One note dated March 6 1839, and payable one year after date for $575,

" " " " " " " 2 " " " " 861,96

" " " " " " " 3 " " " " 861,97

To Nathaniel Berry City of New York, residence unknown dated September 19 1839, payable 6 mos after date,

2 notes, * 136,50 * 155,45,

To the Bank of Buffalo, New York. as acceptor of a draft of John A. Campbell, in favor of Moses Stoddard without consideration to petitioner in judgement for

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$5'39.14/100 Docketed February 19, 1840

To Charles J. Richards of No 175 Pearl street New York, on due bill of petitioner to him or bearer dated May 15, 1840, payable on demand with interest, for money received of him $37,45

To Jacob S. C. Watson of Blue Hill Maine, as acceptor of Thomas Asp. Thomas, draft on petitioner in his favor dated 6 August 1838, payable 12 months after date $2 5'9.64½. in part settlement of a claim of said Watson against the Blue Hill Granite Company, of which petitioner was at that time a stockholder. In judgement, for 344.15. Docketed May 4. 1840,

To Charles Hoyt of Brooklyn. New York, as maker of a Bond and Mortgage to him dated 15 October 1834, payable 3 years from date with interest at 6 per cent. for $6 000. as part of the consideration for property bought of him, situate in Brooklyn

Liability of petitioner on his covenant of warranty, in conveyance of the property conveyed by the aforesaid Mortgage to Benjamin L. Allen of Manchester Massachusetts,

To Rem Lefferts of Brooklyn New York, as maker of a Bond and mortgage to him dated June 1 1835, payable 1 July 1840. with interest at 6 per cent per annum as part of the consideration for property bought of him situate in 4th Ward of City of Brooklyn the balance due $8359. 4 and interest,

On Petitioner's covenant of warranty in his conveyance of the property covered by the preceding Mortgage to Samuel Wells deceased at Paris,

To Oscar Johnson of Brooklyn New York as maker of a bond and Mortgage to him for $1095,55 dated May 1 1833, payable 3 years from date, with interest at 6 per cent per annum as part of the consideration of for property bought of him

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situate in Brooklyn
On Petitioners covenant of Warranty in his con vey-

ance of the property covered by the preceding
Mortgage, to Moses Stoddard of Buffalo New York,
To Rem Lefferts of Brooklyn New York, as guarantor
of the following Bonds and Mortgages assigned by
petitioner to him, as part of the consideration for
the purchase by him of certain property in
Brooklyn all of which are dated 1 June 1895
and payable 1 July 1840, with interest at 6 per
cent per annum. viz,

John Boyd and D. H. Ferris,	to petitioner	for	$	2,700
George W. Brinckerhoff	"	"	"	1955
Barnabas Bates	"	"	"	1,812
James McCullough	"	"	"	840
Do	"	"	"	600
Francis C. Treadwell	"	"	"	468
			$	8,4455

On Petitioners covenant of Warranty in his con-
veyances to Boyd and Ferris, Brinckerhoff,
Bates, McCullough and Treadwell of the
property covered by their Mortgages as a-
foresaid.

On petitioners covenant of Warranty in his Deed
of conveyance to Moses Stoddard of Buffalo,
New York, of certain property situate in the
9th Ward of the city of Brooklyn for the con-
sideration of $2700 dated October 1837, con-
veyed to petitioner by Charles Rowland of Brooklyn
To Oscar Johnson and John H. Lyell of New York as
maker of a bond and mortgage to them for $1688
dated 1st May 1895 payable 3 Years from date with
interest at 6 per cent per annum, as part of the con-
sideration for property bought of them situate

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in Brooklyn.

On his covenant of warranty in his conveyance to Benjamin Aymar, of New York, of the property covered by the preceding mortgage

On his covenant of warranty in his conveyance to John Laidlaw John Dunn, Daniel Pomeroy, Junr, Luther Card and others, for property sold to them respectively, the same being part of the land coveyed to petitioner by Rem Lefferts of Brooklyn By Deed bearing date 1 June 1835, which was parceled into Lots and sold,

On his covenant of warranty in his three deeds of conveyance to Randall Stevens, Samuel Hildreth, and William Dightland of Meig's County Ohio, for lands situate in said county, sold to them respectively by petitioner, being the same lands as were conveyed to petitioner by Henry H. and Richard L. Scheffelin of New York, (executors and trustees of the estate of Jacob Scheffelin deceased) by deed bearing date, November 13. 1835;

On his covenant of warranty in his conveyance to William S. Parker, of New York dated August 10 1839 of property situate in Adrian Michigan.

To John Hamilton of Wilbur, Ulster County, New York, on his bond and mortgage to said Hamilton, dated 1 December 1836, for $3,500 payable $500 annually, with interest from 1st May 1837, as part consideration for property bought of him at that place. N.B. the first installment of $500 due on this bond and mortgage was paid,

On his Bond to Jonathan S. Ware, of Detroit Michigan for $10000 dated 4 October 1836, and payable at a date unknown to petitioner, being for a joint purchase of property, at St Josephs Michigan, With J. L. Ware, J. T. Tyson, and David D. Swift

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N. B. petitioner believes the bond is not legally binding on him in consequence of a violation

of agreement, on the part of S. L. Ware of Detroit,
On his bond to Hyrain Pratt, Lewis Fatten and Joseph
Clary assignees of Benjamin Rathbone, of Buffalo New York, dated 18 November 1837, for $5084.02 Payable $1000 1 Decr. 1839, the balance on the 1st December 1840, with interest from 1st December 1837, conditioned to pay if J. A. Campbell should not pay his obligation to the same parties of same tenor and date,
To Albert Mc Nulty of the City of New York, $1164.81 for balance due him in account current on 1st January 1841 for Goods, Money and Bills Receivable received of him, after deducting his credits,
To S. C. Carver and Co Comb dealers, of No 178 Pearl st New York, on petitioners guarantee to them of an amount of about $1500 due to them by White and Richards of New York, the exact amount and date of which is unknown to petitioner

N. B. the following draft and note were passed to the parties in 1840, as collateral security for the sums due them respectively as previously named, both having the endorsement of petitioner To John Morris, (debt $143.) James Kelsos draft on W. H. Kelso, Nashville Tennessee dated 21 October 1839, for $147 payable 6 months after date, to the order of and endorsed by Albert Mc Nulty,
To Young, Smith and Co (debt $150 John Fitzgeralds note in favor of and endorsed by Fitzgerald, for $249.79. dated October 25, 1839, payable 9 months after date at Niles Michigan also endorsed by Albert Mc Nulty,
Liability of petitioner to George M. Chapman, his late
927 partner in business, for any balance that may be due

to him, upon a final adjustment of accounts between them.

Liabilities of petitioner of every nature and description that may exist against him, that may have been forgotten or that are unknown to petitioner as it is intended in this schedule, to include his entire debts and liabilities,

Dated this 21 day of February 1842,

Warren McNally,

The above described Warren McNally, this day appeared before me, and in my presence subscribed the foregoing schedule, and by his oath duly administered by me to him verified the same

New York February 21, 1842

William W. Campbell
Commissioner,

Schedule B, referred to in the annexed petition

The property of the petitioner consists of the following particulars

The petitioner formerly a member of the mercantile firm of McNally and Chapman of this city dissolved his partnership on the 16 of January 1840, and conveyed to his partner George N. Chapman all his interest in the assets of said firm as well as his individual property excepting his Church pew and household furniture, for the benefit of his creditors. The following items were among those covered by the general assignment aforesaid but not having been in form transferred are now enumerated

A Judgment in favor of petitioner and against Benjamin Rathburn, of Buffalo, New York, on his note payable to be endorsed by David C. Evans

of Batavia N.Y. for $991.74 Docketed October 29, 1836. A like judgement for $1159.38 Docketed November 23, 1836.

A. Claim against the Grand Sharon of Buffalo New-York for $100 advanced him June 22 1836. as a guarantee of the aforesaid notes of Benjamin Rathbun, but which guarantee it is supposed is not valid.

Capitol Stock of the

Ten Shares of the Troy & Saratoga Rail road Company. ~~Capital stock~~ of the par value of $100 each the Scrip thereof having been destroyed by the great fire of December 15 and 17. 1835.

A claim against Alfred G Benson of the city of New York for $2500 and interest for money paid him for the purchase of an undivided one eighth part of a township of land in Maine, known as Bowerbank which purchase he afterwards cancelled and agreed to refund the $2500. advanced, with interest from 21st May 1835. or that extent if the property sold for that sum.

One Share of the Pittsburg (Pennsylvania) Land Company. costing $5000 Cash. of which C. P. Wetmore and N. N. Haven are trustees.

For a judgement obtained against Jonathan S. Ware of Detroit Michigan for money paid him on a joint certain purchase and joint account with him J. F Tyson and R. D. Swift of St. Joseph Michigan which sale was annulled in a suit at law Amount paid $5099. Amount of judgement not known

An agreement of Edward Smith of New York. dated December 13, 1839. to sell an undivided quarter interest in certain lands purchased by him in the State of Virginia at the cost thereof

N.B. The time for the purchase of this interest has long since expired. nothing having been paid

Sworn by petitioner The following is considered as individual property.

A Claim on the estate of Wm. Marvin deceased in Texas for $1 01/100 paid for him on an endorsement of his notes. for that sum August 22, 1836,

Due by Aaron Marvin Jr. of Southeast Putnam County New York, $50 for money lent him in June 1838,

Due by Alfred M. Whitney of New York $65 58/100 for balance due petitioner for money and clothing furnished said Whitney February 1840,

Due by Daniel A. Baldwin. Attorney, No 47 Nassau Street New York. for goods supplied to E. Reid for his account by Carrington and Lee. for which petitioner is liable $2 00 due 30 May 1840.

An agreement of John Freeman of the City of New York (Bloomingdale) to convey petitioner 20 Shares of the capital stock of the Potomac and Alleghany Coal and Iron Manufacturing Company, at the par of $100 for each share

Furniture in the house occupied by petitioner (under an arrangement with Mrs L.C. Brinckerhoff. of Brooklyn.) Strong Place Brooklyn d. I. house not numbered,

1 Bedstead mattrass & Palliass 1 Washstand 1 Small table. 1 Bureau 1 Clothes press of pine for 3 Children 1 Small lamp. 1 trundle Bedstead and mattress for Children. 2 common working Chairs Sundry articles of crockery. 6 cane seat Chairs. One cot and a lot of old matting

The Above would not sell for Above $7 00.

Bed clothing and. 6 comforter. 7 Bedquilts 5 Blankets. 12 Pair Sheets. 13 pr Pillow Cases, 3 dozen towels 2 doz Napkins. 1 doz table cloths and a few odd articles of little value. The above.

would not sell for over $6 probably less,
Wearing apparel of Petitioner One cloth Overcoat,
one cloth coat, one cloth vest, 2 pr cloth pantaloons, 4
pr summer do, 3 summer vests, 18 Shirts (old) one Stock
2 flannel waistcoats, 3 Canton flannel vests, 3 pair
drawers, 8 pair cotton socks, 12 Shirt collars, 4 pock-
et Handkerchiefs, 4 Night Shirts, Some cotton cut out
for making Shirts, 2 pair Boots, 1 pair Overshoes,
1 Hat 3 pair gloves. Wearing apparel of Wife
12 Chemises, 6 pair drawers, 4 cotton petticoats, 2 flan-
nel do, 1 Pair stockings, 1 pair corsets, 9 dresses, 2
double gowns, 1 cloak, 2 Bonnets, 2 Shawls, 8 pocket
handkerchiefs, 2 pair gloves, 4 night gowns, 4 night
caps, 1 needle worked cap, 3 needle worked collars
3 pair cuffs, Some plain collars and Frills, 1 Fur
muff, 3 pair Shoes, 1 pair India rubber overshoes,
Provisions in house not owned by petitioner. Jewelry
&c One Watch Key and Seal, One pair earrings
3 breast pins, 4 fingerrings, Wifes trinkets are
in name gift of relatives, Children have no
trinkets and just sufficient wearing apparel
to keep them decent, Library petitioner has none
But has a few miscellaneous Books of very
little value would sell probably for $1.0
Plate petitioner has never owned any
N.B. the furniture, Bedclothing &c are for
the most part much worn having been in use for
many years. Dated this 21st of February 1842

Marvin M. Nulty,

The above named and described
Marvin M. Nulty, this day
appeared before me and in my

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presence subscribed the foregoing Schedule, and by his oath duly administered by me to him verified the same

New York, February 21, 1842,
William W. Campbell
Commissioner.

All of which we have caused by these presents to be exemplified and the seal of the said District Court, to be hereunto affixed.

Witness the Honorable Samuel R. Betts Judge of the said court at the city of New York, in the southern district of New York, this Eleventh day of June in the year of our Lord one thousand eight hundred and fifty nine and of our Independance the Eighty third

L. S.

Geo. T. Betts,
Clerk.

I Samuel R. Betts Judge of the said District Court do hereby certify, that the foregoing Exemplification is in due form of Law,

Sam'l R. Betts

108 folios

(144)

State of Illinois. City of Chicago. Collectors Office
Chicago Nov. 2nd 1843, Recd of W. B. Ogden for

Ebenezer Thayer, Ten and 60 1/100 dollars in full for the Taxes assessed for the year 1843 on the following described Lots situate in said City viz,

Part of Town,	Lot.	Block,	Valuation.	City tax.	School.	Total
School Section,	Whole.	92,	1080.			5,94
	5.	141	450			2,47 2
	6	"	400,			2,20
Signed.	Orson. Smith Collector					$10,61 1/2

State of Illinois. Collectors Office
County of Cook, Chicago Novr 1843.
Recd of William B. Ogden for Ebenezer Thayer 13 + 51/100 dollars in full for the taxes assessed for the year 1843 on the following described Lots & Situate in the city of Chicago viz

Part of Town	Lot					
School Section.	All of	Block 92.	valuation	1080	Total Tax	7,50
"	5	" 141.	"	450,	" "	3,15
"	6	" 141	"	400	"	2,80
						$13,51

Signed I. Filkins Co. Collector by Jas Laird Deputy

State of Illinois Collectors Office
County of Cook, Chicago Nov 22 1844,
Recd of Ogden and Jones for Ebenezer Thayer, Thirteen ~~and~~ 80/100 dollars in full for taxes assessed for the year 1844 on the following described Lots situate in the city of Chicago viz

Part of Town					County	For State
School section	Addn Lot.	all of	Block 92.	Val. 1080,	5,40	2,16 = 7,50
"	5	"	141	" 450,	225.	90.315
"	6	"	"	" "	"	" 3,15
						$13.86

"Signed" I. S. Lowe Collector

Cook. County
Illinois,

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State of Illinois
City of Chicago

Collectors Office
Chicago Nov 24 1844.

Rec'd of Ogden and Jones for Ebenezer Thayer. Twenty four 90/100 dollars in full for the taxes assessed for the year 1844, on the following described lots situate in said City viz

Part of Town	Lot	Block	Valuation	City Tax	School Tax	Total
School Section Add'n	all of	92	2150	8,60	4,30	12,90
	5'	141	1200	4,80	2,40	7,20
	6	"	800	3,20	1,60	4,80
						$24,90

"Signed" Orson Smith. City Col'r

State of Illinois
City of Chicago

Collectors Office
Chicago November 28th 1845

Received of Ogden and Jones for C.C. King Seventeen and 28/100 dollars in full for the taxes assessed for the year 1845, on the following described Lots situate in said City viz

Part of Town	Lot	Block	Valuation	City Tax	School Tax	Total
School Section Add'n	All of	92.	2650	6,63	2,65	9,28
	5'	141	1200	3,00	1,20	4,20
	6	"	800	2,00	80	2,80
						$16,28

"Signed" A. D. Taylor for A. M. Talley
City Collector

State of Illinois
County of Cook

Collectors Office
Chicago December 24th 1845

Rec'd of Ogden and Jones for C.C. King seventeen & 60/100 dollars in full for the taxes assessed for the year 1845 on the following described lots situate in the city of Chicago viz

Part of Town	Lot	Block	Valuation	County Tax	State Tax	Total
School Section Add'n	all of	92	1200			9,60
	5'	141	500			4,00
	6	"	500			4,00
						$17,60

"Signed"

S. S. Lowe Sheriff and
Collector for the Cook Co. Ills
Chicago

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State of Illinois Collectors Office
City of Chicago Chicago 1846

Recd of Ogden and Jones for C. C. King Thirty two + 5/100 dollars in full for the taxes assessed for the year 1846 on the following described lots situate in said City viz

Part of Town	Lot	Block	Valn	City Tax	School	Total
School Sects. Add'n	All of	92	5900			26,55
	5	141	2000			7,00
	6	"	1400			4,90
"Signed"						$38,55
A. D. Taylor City Collector.						

State of Illinois Collectors Office
County of Cook Chicago December 31st 1846.

Recd of Ogden and Jones for Chas. C. King twenty eight + 05/100 dollars in full for the taxes assessed for the year 1846 on the following described lots situate in the City of Chicago viz

Part of town	Lot	Block	Valuation	County Tax	State Tax	Total
School Sects Add'n	All of	92	1500			12.75
	5	141	1000			8.50
"Signed"	6	141	800			6.80
I. Cook Collector.						28.05

State of Illinois Collectors Office
City of Chicago. Chicago Nov 27. 1847.

Received of Ogden and Jones for C. C. King 33. and 77/100 dollars. in full for the taxes assessed for the year 1847. on the following described lots situate in said city viz

Part of Town	Lot	Block	Valuation	City Tax	School	Total
School Sects Add'n	Whole	92	5,750			24,12½
	5	141	2600			9,10
"Signed"	6	"	1300.			4,55
A. D. Taylor.						$37,77½
City Collector.						

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State of Illinois Collectors Office
County of Cook, Chicago January 8, 1848
Rec'd of Ogden and Jones for Chas Smith Agt. Thirty six
dollars in full for the Taxes assessed for the year 1847
on the following described Lots in the city of Chicago viz

Part of Town	Lot	Block	Valn	County Tax	State Tax	Total
School Section Add	Whole	92	3000.			22,50
	5	141	1000			7,50
"Signed"	6	141	800.			6,00
	J. Cook Collector,					$36,00

State of Illinois Collectors Office
City of Chicago Chicago Nov 28th 1848
Rec'd of Ogden and Jones for Chas Smith Agt. 3220.
dollars. in full for the taxes assessed for the year 1848,
on the following described lots situate in the said City viz

Part of town	Lot	Block	Valn	City Tax	School	Total
School Section Add	1.	92	700			2.45
	2.	"		Paid by M Skinner		
	3.	"	450			1.57
	4.	"	450			1.58
	5.	"	450			1.57
	6.	"	550			1.93
	7.	"	500			1.75
	8.	"	400			1.40
	9.	"	400			1.40
	10.	"	400			1.40
	11.	"	400			1.40
	12.	"	600			2.10
	5	141	2600.			9.10
	6	"	1300.			4.55
						$32,20

"Signed" A. D. Taylor,
City Collector.

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State of Illinois
County of Cook.

Collectors Office
Chicago October 31, 1848

Rec'd of Ogden and Jones for Chas. Smith. Agt, 5627/100 dollars in full for the taxes assessed for the year 1848, on the following described lots situated in said city

Part of town	Lot	Block	Valuation	City Tax	School Tax	Total
School Section	1	92	5'25'			4,14
	2	"	3'41			2,62
	3	"	3'41			2,62
	4	"	3'41			2,62
	5	"	3'41			2,62
	6	"	4'20			3,38
	7	"	3'75'			2,89
	8	"	3'00			2,31
	9	"	3'00			2,31
	10	"	3'00			2,31
	11	"	3'00			2,31
	12	"	4'51			3,51
	5'	141	20'00			15'40
	6	"	9'75'			7'52
						$ 56'27

Signed
I. Cook,
Collector.

State of Illinois
County of Cook,

Collectors Office
Chicago Dec 21st 1849.

Rec'd of Ogden and Jones for Charlotte Smith 69.70/100 dollars, in full for the taxes assessed for the year 1849, on the following described lots in the city of Chicago situate, viz

Over.

937

Part of Town	Lot	Block	Valn	Tax County	Tax Stat	Total
School Secn Adn	1	92	525			5,15
	2	"		Paid by Mr Skinner.		
	3	"	340			3,34
	4	"	340			3,33
	5	"	340			3,34
	6	"	400			3,92
	7	"	375			3,68
	8	"	300			2,94
	9	"	300			2,94
	10	"	300			2 94
	11	"	300			2,94
	12	"	450			4,41
"Signed"	5	141	2100			20,58
J. Cook,	6	"	1050			10,30
Collector.						$69,81

State of Illinois — Collectors Office

City of Chicago — Chicago Nov 24, 1849

Received of Ogden and Jones for Charlotte Smith 42.75/100 dollars in full for the taxes assessed for the year 1849, on the following described lots in the said City ~~of Chicago situate~~ viz

Part of town	Lot,	Block	Valn	City tax	School tax	Total,
School Section Adn	1	92	700			3,15
	2	"	[illegible]	Paid by Mr Skinner		
	3	"	450			2.03
	4	"	450			2,02
	5	"	450			2,03
	6	"	550			2,47
	7	"	500			2,25
	8	"	400			1,80
	9	"	400			1,80
	10	"	400			1,80
Signed	11	"	400			1,80
James, Fitzimmons	12	"	600			2,70
	5	141	2800			12,60
City Collector,	6	"	1400			6,30
						42,75

41.

State of Illinois
City of Chicago

Collectors Office
Chicago February 5th 1851

Rec'd of Ogden Jones & Co. Thirty nine 90/100 dollars in full for the taxes assessed for the year 1850. on the following described lots situate in said city viz

Part of Town	Lot	Block	Value	City Tax	School Tax	Total
School Section	1	92	1000			2,50
"	2	"	500			1,75
"	3	"	500			1,75
"	4	"	500			1,75
"	5	"	500			1.75
"	6	"	600			2,10
"	7	"	550			1.93
"	8	"	450			1,57
"	9	"	450			1,58
"	10	"	450			1,57
"	11	"	500			1.75
"	12	"	900			3,15
"	31	141	3000			10,50
"	6.	"	1500			5,25
			11,400			$39,90

James. Fitzsimmons
City Collector.

State of Illinois. Town of South Chicago. Collectors Office.
County of Cook
Chicago Feb. 26. 1851.

Received of Ogden Jones and Co. Seventy nine and 5/100. dollars in full for the taxes assessed for the year 1850 on the following described lots situate in the City of Chicago.
V 13

939

over.

Part of Town	Lot	Block	Valn	County tax	State tax	Town tax	Total
School Section	1	92	750	3.00	4.35	.04	7.39
"	2	"		Paid by Skinner			
"	3	"	375	1.50	2.18	.02	3.70
"	4	"	375	1.50	2.18	.02	3.70
"	5	"	375	1.50	2.18	02	3.70
"	6	"	400	1.60	2.32	02	3.94
"	7	"	375	1.50	2.18	02	3.70
"	8	"	330	1.32	1.91	02	3.25
"	9	"	335	1.34	1.94	02	3.30
"	10	"	335	1.34	1.94	02	3.30
"	11	"	375	1.50	2.18	02	3.70
"	12	"	675	2.70	3.92	.03	6.65
"	5	141	2250	9.00	13.05	.11	22.16
"	6	"	1125	4.50	6.53	.05	11.08
C. P. Bradley Collector for S. Chicago				32.30			$79.57

State of Illinois. City of Chicago. Collectors Office: Chicago Nov 13, 1851

Recd of Ogden Jones & Co. 113 & 25/100 dollars in full for the taxes assessed for the year 1851 on the following described lots, situate in said city. v 13

Part of Town	Lot	Block	Valn	City tax	School	Total
School Section	1	92				
	2	"				
	3	"				
	4	"				
	5	"				
	6	"				
	7	"	10,000			75.
	8	"				
	9	"				
	10	"				
	11	"				
	12	"				
	5	141	3500			26.25
James Fitzsimmons City Collector	6	"	1600			12.00
						$113.25

State of Illinois
County of Cook
Town of South Chicago.
Collectors Office
Chicago Jan 30, 1852

Recd of Ogden Jones & Co. One hundred and ten and 57/100 dollars in full for the taxes assessed for the year 1851 on the following described lots situate in ~~said~~ the City Off Chicago

Part of Town	Lot,	Block	Valn	County Tax	State Tax	Total
School Section	Whole	92.	6875			71,05
do	5	141	2625			27,12
do	6	"	1200.			12,40
						$ 110,57

H
Lavalette Purchase

6 P. Bradley
Collector South
Chicago

State of Illinois
City of Chicago

Collectors Office
Chicago January 10, 1853.

Received of Ogden Jones and Co, Lavalette purchase One hundred and twenty nine & 03/100 dollars in full for the taxes assessed for the year 1852. on the following described lots situate in ~~the City of Chicago~~ said City viz

Part of Town	Lot.	Block	Valn	City tax	School Tax	Total
School Section	1	92				
	2	"				
	3	"				
	4	"				
	5	"				
	6	"				
	7	"	13,100.			89.70
	8	"				
	9	"				
	10	"				
	11	"				
	12	"				2
	5	141	4,000			27,60
	6	"	1,700			11,73
						$129.03

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R. James Fitzsimmons City Coll.

State of Illinois ~~Collectors Office~~

County of Cook, Town of South of Chicago. February 10, 1853.

Recd of Ogden Jones and Co. One hundred and Seventy one dollars and 41 cents in full for State County Town. Interest and School taxes levied for the year 1852, on the following described property.

Part of Town	Sub Lot	Lot	Blk	Valn	State Tax	County Tax	Town Tax	Int Tax	School Tax	Totals
School Section		1	92							
do		2	"							
do		3	"							
do		4	"							
do		5	"							
do		6	"							
do		7	"							
do		8	"	9,750						118,32
do		9	"							
do		10	"							
do		11	"							
do		12	"							
do		5	141	3,000						36,40
do		6	"	1375						16,69
										$171,41

Michael Gleeson

Lavallette Purchase, Collector South Chicago,

State of Illinois Collectors Office

City of Chicago, Chicago December 28, 1853.

Received of Ogden ~~and~~ Jones & Co, for Lavalette purchase, One hundred and seventy three dollars & 25/100, in full for the taxes assessed ~~for the year~~, for the year 1853, on the following described lots, situate in said City Viz,

Over,

Part of Town.	Lot.	Block	Valuation	City tax	State tax	Total
School Section	1	92				
"	2	"				
"	3	"				
"	4	"				
"	5	"				
"	6	"	16,000			120
"	7	"				
"	8	"				
"	9	"				
"	10	"				
"	11	"				
"	12	"				
"	5	141	5,000			37,50
James Fitzsimmons City Collector	6	"	2,100			15,75
						$ 173,25

State of Illinois Collectors Office,
County of Cook, Chicago Feby 3d 1854

Recd of Ogden Jones & Co, for Lavallette Purchase, Two Hundred Thirty seven, & 16/100 Dollars, in full for the taxes assessed, for the year 1853, on the following Described Lots. Situate in the City of Chicago & Co.

Part of Town	Lot.	Block	Valuation	County Tax	State tax	Total
School Section,	1	92				
	2	"				
	3	"				
	4	"				
	5	"				
	6	"	16,000			164,26
	7	"				
	8	"				
	9	"				
	10	"				
	11	"				
943	12	141	5000			51,34
	5	"	2,100			21,56
M Gleason Collector South Chicago	6					$ 237,16

State of Illinois Collectors Office, Chicago Jany 24th 1855,
City of Chicago. Recd of Ogden Jones & Co, for Lavalette Purchase, Two Hundred & thirteen & 80/100 dollars in full for the taxes assessed for the year 1854 on the following described lots, Situate in said City viz,

Part of Town	Lot	Block	Valuation	City Tax	School Tax	Total
School Section,	1	92				
	2	"				
	3	"				
	4	"				
	5	"				
	6	"	20000			131,00
	7	"				
	8	"				
	9	"				
	10	"				
	11	"				
	12	141	7000			
James Fitzsimmons City Collector	3	"	2.850			59,50
						23,80
						213,30

State of Illinois, Collectors Office South Chicago, Feby 12th
County of Cook, 1855, Received of Ogden Jones & Co. for Lavalette Purchase, One Hundred thirty two 53/100, dollars in full for the taxes assessed for the year, 1854 on the following described lots Situate in the City of Chicago viz,

Part of Town	Lot	Block	Valuation	County Tax	State Tax	Total
School Section	1	92				
	2	"				
	3	"				
	4	"				
	5	"				
	6	"	16000			133,04
	7	"				
	8	"				
	9	"				
	10	"				
	11	"				
	12	"				
	5	141	5000			41,89
	6	"	2100			17,60
M. Gleason Collector South Chicago,						192,53

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State of Illinois, }
City of Chicago, }

Collectors Office,
Chicago January 15th 1856.

Received of Ogden and Jones & Co. for Lavalette Property, Two Hundred and Seventy four 56/100 Dollars, in full for the Taxes assessed for the year 1855, on the following described Lots, situate in said City viz,

Part of Town	Lot.	Block	Valuation	City Tax	School Tax	Total,
School Section Adds	Whole,	92,	25,000.			175, "
	5	141	9,000			72, "
	6	141	5,000.			27.56
Except 20 feet Wt & adj. 56 off Paid.						$ 274.56

"Signed"

Jacob Russell

for Robert Griffith,

945

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State of Illinois County of Cook. Collectors Office
Town of South Chicago South Chicago Feby 12, 1856.
Received of Ogden ~~and~~ Jones & Co. for Lavalette property
Four hundred and seventeen and 30/00 dollers, in full for
the taxes assessed for the year 1855 on the following
described lots situate in the Said City of Chicago, viz

Part of Town	Lot.	Block	Valn.	County Tax	State Tax	Total.
School Section	Whole	92	25,000			267.50
"	5	141	9000			96.30
"	6	"	5000			53.50
	Edwin Clark Collector,					$417.30

State of Illinois Collectors Office
City of Chicago Chicago February 7, 1856
Received of Ogden Fleetwood and Co. for Lavallette Property
Six hundred and eighty six 30/00 dollars, in full for the
taxes assessed for the year 1856, on the following described
Lots situate in said City, viz,

Part of Town	Lot	Block	Valn	City Tax	School Tax	Total
School Section	1	42				
"	2	"				
"	3	"				
"	4	"				
"	5	"				
"	6	"	35,000			420
"	7	"				
"	8	"				
"	9	"				
"	10	"				
"	11	"				
"	12	"				
"	5	141	15,000			210
"	6	"	4,000			56.00
	Owen McCarthy Collector					$686.30
	per P. Nugent,					

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State of Illinois, Collectors Office
County of Cook Chicago February 10, 1857.

Received of Ogden Fleetwood and Co for Lavalette Property Three Hundred & seventy eight 30/100 dollars in full for the taxes assessed for the year 1856, on the following describe Lots situate in the City of Chicago, viz.

Part of Town	Lot.	Block	Valu^n	County tax	State tax	Total
School Section	Whole	92.	25000			242,50
	5	141	9,000			87,30
	6	"	5000,			48,50
						$378,30

Jno. Ogan, Collector.
Bayden

6

Part of Town	Lot	Block	Valn	City tax	State tax	Total
School Section	1	92				
"	2	"				
"	3	"				
"	4	"				
"	5	"				
"	6	"	16,000			120.25
"	7	"				
"	8	"				
"	9	"				
"	10	"				
"	11	"				
"	12	"				
James Fitzsimmons City Collector	5	141	5,000			37.50
~~W. Olson Collr South Chicago~~	6	"	2,100			$ 15.75
						173.25

State of Illinois Collectors Office

City of Chicago. Chicago Jany 24th 1855.

Recd of Ogden Jones & Co, fol Lavalette purchase $213.39/100, in full for the taxes assessed for the year 1854, on the following describe lots situate in said City

Part of Town	Lot	Block	Valn	City Tax	School Tax	Total
School Section	1	92				
"	2	"				
"	3	"				
"	4	"				
"	5	"				
"	6	"				
"	7	"	20,000			$130.00
"	8	"				
"	9	"				
"	10	"				
"	11	"				
"	12	"				
"	5	141	7,000			59.50
"	6	"	2,800			23.80
						$ 213.30

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James Fitzsimmons

City Collector,

State of Illinois — Collectors Office
County of Cook. — South Chicago. Feby 12th 1855,

Recd of Ogden Jones and Co, for Lavallette purchase, 192.53/10 dollars, in full for the taxes assessed for the year 1854 on the following describe Lots in the City of Chicago Viz

Part of Town	Lot	Block	Valuation	County tax	State tax	Total
School Section	1	92				
"	2	"				
"	3	"				
"	4	"				
"	5	"				
"	6	"				
"	7	"	16000			133,04
"	8	"				
"	9	"				
"	10	"				
"	11	"				
"	12	"				
"	5	141	5000			41,89
"	6	"	2100			17,60

M. Gleeson Collector South Chicago, $192,53

State of Illinois — Collectors Office
City of Chicago — Chicago January 15th 1856,

Recd of Ogden Jones & Co for Lavallette Property $274,56 dollars in full for the year 1855, on the following described lots situate in said City Viz,

Part of Town	Lot	Block	Valuation	City tax	School tax	Total
School Section Adn	Whole 0	92	25,000			175,
	5	141.	9,000.			72,
	6	141,	5000			27.56

Except 20 ft. W and adj 560 ft. paid 274.56

"Signed" Jacob Russell,
pr Robert Griffith,

State of Illinois } Collectors Office, Chicago Jany 15, 1856, Received of Ogden
City of Chicago } & Jones, for Lavalette Property, two hundred and
Seventy four 56/100 dollars in full, for the taxes assessed,

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Testimony of Thayer. 39 folio

(145)

The testimony of Ebenr Thayer, taken in open Court, on the part of the complainant in the case of Eunice Chapman vs Wm B Ogden &c on this Sixteenth day of June, A D 1859.

My name is Ebenr Thayer. I reside in Brooklyn & do business in New York City. — Samuel Wells Banker in Paris installed me in his office as Agent for Wells & Co at No 24 Beaver Street New York City, in the month of September A D 1840. I arrived in New York October 14th 1840 with my family, and continued in the Agency till Year 1844. — Gracie & Sargeant were the Agents of Wells & Co in New York before me. — They were occasionally until the close of Year 1840 engaged in closing up their Agency & handing it over to me as Agent of the Banking House. They never had a Seperate office from the one occupied by me. — Gracie & Sargeant ceased entirely to do business for the firm of Wells & Co in about 6 weeks after I arrived in ~~New York~~ October. — The business they transacted after my arrival consisted in their paying over to me, money Deposited in their name as proceeds of Notes Deposited by them for Wells & Co. — I delivered the papers relating to my agency to Francis Boykett, in Year 1844 he came out from Paris with power of attorney to close up the business of Wells & Co. — I delivered over to him all the Books & papers belonging to the firm but took no list of them. — He had a couple of boxes made, and packed the papers & books in them & sent them to Captain Charles Smith of Boston, who afterwards acted as the Agent of

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Wells & Co in renting & receiving the rents of the real Estate belonging to Wells & Co. — Among the papers taken by him from me, the copies of my letters were not included, unless taken wrongfully. I have retained the copies of my letters to this day. Prior to the time when my Agency ceased, none of the papers or books were sent to Paris. — Samuel Wells died about the 28th or 29th of August A.D. 1841 in Paris. — He had resided in Paris prior to his death, the greater part of his life, & altogether since the year 1815. The firm of Gracie & Sargeant had no office in the City of New York to my knowledge on the 11th of May 1841. I would have been likely to know if they had had one, — I think — I should have known it, if they had an office. — I was intimately acquainted with Gracie & Sargeant. Mr Gracie visited Mobile on business every fall & remained there until the warm Seasons commenced & therefore could have had no office in New York I think. —

Mr Chapman called upon me to go and sign some papers before a Commissioner. — He only called upon me once to go with him for such a purpose. — I do not remember the Exact nature of the paper The name of the Comr I do not remember. I think he said it was by the advise of Mr White. I went with Mr Chapman. — Upon going with him I signed the paper — I do not remember whether I made oath to it, or not. — If it was before a Comr I suppose I must have made oath to it. — I do not Exactly remember the nature of the instrument, I think it was a bill. — I think

Mr Chapman said the object & nature of the paper was to secure some debt. — I have had but very little conversation on this subject with Mr George McChapman, only recollect one time & then probably not more than five minuits. — That was at the time affairs were turned over to Capt Smith. I was busy. — he read a paper, the merits of which I do not exactly remember. — It must have been a paper signed by Mr Samuel Wells. I did not then when he read it to me, know the merits of it. — I told him I was not then the Agent of Wells Co. That he had better write to Capt Charles Smith, to the Care of H Hollis Hunnewell of Boston. — I told Mr Chapman, that when Capt Smith came to collect rents he stopped at the Astor House. — This is all the conversation I had with him, so far as I remember. — He said nothing to me at that time about a Mortgage on Chicago property. — — This conversation with Chapman lasted about five minuits. — I told him nothing at that time about the manner in which Mr Charles C. King had acquired the Chicago property. I had no conversation with him at any time in relation to the Chicago property to the best of my recollection. It is so many years ago I must say to the best of my recollection.

The answer of George McChapman to the 74th interogatory of his first deposition having been read to the witness, and he being asked whether he ever had any such conversation with the said Chapman, as is therein testified by the said Chapman to have been had with him, he answers and says. — I deny the conversation principally the subject matter is entirely new

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& unknown to me to this day. —— I never at any other time had any conversation with Mr Chapman in relation to the matter involved in this suit, other than the one I have before testified to, to my recollection. —— Mr Chapman never offered to pay me any Money on account of the Wells Estate. —— Neither Mr Chapman Nor any persons for him, Ever said to me, that he was ready to pay me any Money on account of the Wells Estate. —— I do not know Daniel French. —— I never to my recollection had any conversation with Daniel French in relation to the business of Wells & Co.

About Sixteen Years ago, I was in Charles C Kings office in New York, he was my Counseller. —— A gentleman passed out of the office. —— Mr King asked me, Do you know that man. —— I said no. he said that is Baldwin. —— I think I have seen the same persons passing up & down in the Streets of New York Since, & that is all I know about him. —— I have never at any time or place had any Conversations of any Kind whatever with Daniel T Baldwin. —— If I had I think I should have recollected it. —— When the papers were sent out from Paris to have me take out Letters of Administration on the Wells Estate they told me to Employ Counsel. I called on Charles C King and Employed him as Counsel. —— He continued to act as Counsel for the Estate until he was taken Sick. I think it was in 1845 He was taken Sick with a paralysis. —— After he was attacked with paralysis he

walked lame. — I think he transacted business after his attack, I cannot say how long he did so. — I cannot say when he gave up his office, — I cannot give the date of his death. He died in Connecticut. — I cannot give the year of his death; after he was attacked with paralysis I think he transacted no business for the house of Wells. Co. —

Exhibit No 1 being shown to the witness, he says,

p. 966. This a press copy explaining an Entry in my books, March 5th 1842 page C C King attorney to secure a debt in Chicago as advised $641.00 This is the advise to my principals explaining the transactions. —

Exhibit No 2 being shown to witness, he says,

p 305 pt 1. no 2. This is a letter from Charles C King, written on ~~the~~ 4th March 1842 to me, and the Money therein required, I paid him the next day. —

Exhibit No 3 being shown to witness, he says. —

p 305 pt 1. This is a letter written to me by Charles C King on the 3d March 1842.

Exhibit No 4 being shown to witness, he says. —

p 307 pt 1. I required of Mr King some receipt for the Money paid him & he gave me this. — This is a receipt from Mr King of the Money paid him. —

957 The information communicated by me to my principal in Exhibit No 1 was derived from

Mr King. — In the months of February or March 1842, I had no personal conversation in relation to the information contained in Exhibit No 1 with George McChapman, Azor S Marvin, Daniel A Baldwin, Marvin McNulty, Alanson Trask and John P Marvin, or Either of them. I do not know Azor S Marvin, Albert McNulty Alanson Trask or John P Marvin. — I think I have seen Marvin McNulty, former partner of George McChapman. — I do not recollect of Ever signing any contract to Daniel A Baldwin giving him the right to repurchase the Chicago property in Eighteen Months. — I do not recollect that Mr King ever called upon me to Execute any paper back to Baldwin in relation to this transaction. —

Mr King stated to me that Baldwin had 18 Months to pay up certain Moneys on agreement made for which I paid the $641.00

Mr Beckwith asks the witness, Then what? and the witness answers. — "I do not know" this Matter was done by Mr King. — I know but little about it."

Mr King did not state to me at that time, that any further paper was to be Executed by me to carry out the arrangement made between him and Baldwin.

After this arrangement was closed Mr King kept the title papers to this property. —

I had no papers. — The Memoranda or Exhibit No 4 on the bottom are in the writing of Mr King. I do not remember Ever seeing the papers. — No person Ever offered me any Money to redeem this property. —

The writing on the back of Exhibit No 4 is in my hand writing. — I do not recollect what charge I took of the Chicago property from the time Mr King purchased the property till the close of my Agency. — I think I paid the taxes through an Agent. — Ogden & Jones were the Agents I think, I cannot recollect certainly it is so many Years ago.

Ebenr Thayer

Cross Examination of Ebenr Thayer

I stated Yesterday that I went with George Mc Chapman before a Commissioner to Sign some paper. — I do not remember whether or no. Mr George White was with Mr Chapman. Mr White had something to do with the Matter. — I have no recollection whether or no, after understanding that I was to Sign and make oath to the paper, that I Said I would not make oath to it. — I presume that if I went before the Commr that I made oath to the paper. — I have no distinct recollection whether I made oath to it or not. — I have no recollection whether or no, I read or heard read the bill. — I have no other recollection of the circumstances Except going to Sign the paper. — I have never read or heard read Since that time the Stanwell bill. —

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The objects, purpose & scope of the bill have never been Explained to me to my recollection and if they were Explained to me at that time I have forgotten it. — It is so long ago that I cannot remember about it. —
In 1844 or 1845. I resided in Baltic Street Brooklyn with my Mother and Sister. — I remember Mr Chapmans visiting the house, I do not remember his visiting the house on the Evening of the day when I had the interview with him in which I referred him to Capt Charles Smith. — When he visited me I cannot recollect. — On the occasion of any of Mr Chapmans visits to my house. — I do not remember that Mr Wells affairs or any conversation with them was the topic of conversation, Except some conversation in relation to the Marcheoness de Lavallette, I have not the least remembrance that at any of these visits, the matters of Wells & Co or Mc Nulty & Chapman were ever the subjects of Conversation. I do not know how long Gracie & Sargeant, had occupied the office No 24 Pearl Street, before I went there. — They were not there in 1837 when I visited New York. — I think Scoville & Litton occupied the Store at that time, They were not the agents of Wells & Co. — Mr Wells owned the Store. — I was well acquainted with Mr Wells. — I was clerk for him for 25 Years. — I do not know how long Gracie & Sargeant were agent for Wells & Co. I cannot remember. — I was their agent from October 1840 to 1844 I think, Gracie & Sargeant preceded me. — I do not know who preceded Gracie & Sargeant in the Agency. I do not recollect whether Wells & Co had an Agent

in New York before them. — I cannot state whether Gracie & Sargeant were the agents of Wells & Co in New York in 1837. — I have seen a printed copy of the Evidence of Mr Chapman in this case, but did not read it. I saw it in New York within the Year. It was handed me to read, but I did not look over it. — It was handed me by Mr Dalestier. — It was a printed copy of the Evidence. I did not read it through. — I looked at one paragraphe which was marked. — I put it in my desk & left it there till I came out here. I brought it with me here. — I have not got it now. — I left it at Mr Ogden's house. I do not know who has it. I did not peruse it on my journey here. It was in my trunk which was in the freight car. I have not perused any portion of it since I came here, nor have I heard any portion of it read, except in Court. The Copy furnished me by Mr Dalestier was marked, as to that portion which was read to me here, so as to attract my attention to it, and that was the only part which I read. —
From 1840 to 1846 Mr Boykett was in this Country twice I think. — I cannot say in what Years. I think he was here in 1844. — I cannot say whether or no he was here before that with any certainty. — It would be mere supposition. Mr Wells died in 1841. — Mr Boykett did not come out here for two Years after his death. I think he was here in 1843 and 1844. —
I took out letters of Administration on the Wells Estate in 1841. — Madame de Savaillette was married sometime in the Year 1842. — I received instructions from Mr Hunnewell of Boston in this Country & from any body. — Mr Hunnewell was not in New York very frequently during the Years

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of my agency. — my impression is that he was there about twice a year. — But I cannot say how often. — At the same time that I served as agent of Wells & Co in New York, I had no other agencys to my recollection. — It was my sole business to give attention to the affairs of Wells & Co in New York. The house of Wells & Green of Havre, was the same thing as the house of Wells & Co. — Wells & Co was the Banking house in Paris. & Wells & Green was the name of the commercial house in Havre. — I consider them the same thing. — I know the hand writing of Mr Hunnewell.

The letters marked (A) (B) & (C) & (D) being shown to witness. — he says. — The Signatures of these letters are in Mr Hunnewells writing. — (A) is dated 27th Jany 1840 (B) is 24th April 1841 (C) is 11th May 1841. — The copy of the letter marked E being shown to witness he says. — I never received such a letter as this to my recollection. — It is all new to me. — The letter is dated 8th Sept 1842. — I do not recollect how early my attention to the subject matter of this claim of Mrs Chapmans was called by the defendants or any persons in their interests. I do not recollect whether or no it was as Early as the Year 1853. — I do not recollect when it was. — I was advised that Mr Hunnewell & myself had been made parties to a suit here, this I do not know how. I was not advised that my apperance had been Entered by attorneys here — and never was advised of it. — It was a matter in which I had no interest, and did not know the merits of & in fact I do not

Know the merits of it now. — I was not advised that my appearance was subsequently withdrawn. — It is however some years since I was advised that the complainant had set up some claim to the property here, but cannot say how many. — I do not know who are the defendants in this suit. — I have not been repeatedly enquired of by the defendants, either one or more of them, or by persons in their interest, as to facts within my knowledge, touching the subject matter of this claim. — I have been enquired of as to my knowledge, but not repeatedly. Mr Mahlon D Ogden has enquired of me as to this matter. I think also Mr Beckwith. Mr Wm D Ogden never spoke to me upon the subject. — He once made a facetious remark to me, saying that they would get me out into this country as witness. — Mr Beckwith has spoken to me of this matter. — I cannot say when. It may have been one, two or three years back. — I do not recollect the time. Nobody else ever enquired of me about this matter to my recollection. — I mean no other person whatever to my recollection. — Mr Balestier has spoken to me of it. — He said he wished to take my deposition, I said I was ready at any time when he would call. He did not call. — I never was called upon before to give my deposition in this case. I never gave as an excuse for not appearing to give my deposition that I had lost a relative to my recollection. — I do now remember something of the kind. — I had lost an Uncle in December 1856 & requested that it might be postponed. — I do not

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know that they were ready to take my depositions; but requested them that if they should get ready they would wait a few days. — I went to the funeral of my Uncle. — He died in December 1856. — I have repeatedly stated to different persons that I never knew the merits of this matter. — I never stated that I had forgotten all about these transactions out of which this suit has grown, to my recollection. — Mr King had a partner named Ruggles who succeeded King as the attorney of the Wells Estate in New York. — I do not know where Ruggles lives. — I have not seen him for years and never have heard where his residence is. — Henry W Sargeant lives at Fishkill landing, Dutchess Co N.Y. Hunnewell does business in Boston. — He resides near Boston. — I do not know where Charlotte Smith lives, I knew her well but do not know where she now lives. I knew her personally since she was a child. — It is perhaps ten years since I have seen her. — I have heard that she is Married but do not know to whom. — I do not know who is the French Consul in Boston. — I never heard the name Souchard. — I may have heard of it but have forgotten it. — I did not know that Charlotte Smith married the Man who was the French Consul in Boston, but I had heard so, but do not recollect his name. —

Re Examination

Mr Hunnewell was not in New York at or about the time that King closed up the Matter with Baldwin & I paid the $641.00 That was about the 5th March 1842 — I was called upon to give my deposition in relation to this matter about the time that I received the printed copy of the Evidence of George Mc Chapman — I did not at that time go up to the Clerks Office in the City of New York to see the original Hunnewell Bill, to see if I signed it. but did go about that time for that purpose I remember now that my attention has been called to my Uncles death, that I was called upon by Mr Dalestier to give my deposition in this matter in the Year 1856, — I now remember that it was the illness of my Sister and not the death of my Uncle that was the cause of my wishing to delay my deposition I remember distinctly I took my Sister to the hospital upon the 3rd of February 1858 — It was after I took my Sister to the hospital that Mr Dalestier called upon me — I remember that I told Mr Dalestier that I was sick in body and in Mind & I begged him to delay for a few days —

Ebenr Thayer

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Exhibit 1.
Testimony of
E Thayer

Particulars of the items charged in Wells & Co's Special a/c

1842

Jany 26.	paid L. L. King		$75.	
March 5.	" do		566.	641—

$75. to pay White Solicitor & Examiner
100 " pay L. L. King and do
216 " pay taxes for which the property was sold.
250 " pay Nevins & Townsend in satisfaction for a Judgment held by them affecting the settlement

$641.—

Mr Hunnewell under the advice of Chapman bought a judgment in favor of the Bank of Illinois versus McNulty & Chapman and others for $16000. and upwards. holding out to Mr H. the idea that by this operation he would be able to secure about as much more of the debt due to Wells & Co. from McNulty & Chapman. Mr H. paid the $16000. for which he obtained only $6000. in relation.

On the further advice of Chapman H. filed a bill in Chancery to reach certain property in Chicago, and thus Chapman involved him in an Expensive Chancery suit. This suit has been compromised on the advice of Mr King as one that would cost more than it was worth and involve greater losses if carried on. The Solicitor Employed by Chapman having abandoned any hope of realizing anything from it before Mr King became acquainted with it.

We in this compromise have paid the Solicitor employed by C. $75. and the further sum of $566. towards other Expenses of the suit and for certain property at Chicago one of the original objects of the Controversy. The property is worth $1500. to $2000. but as part of the arrangement we are to give a Contract that if Mr Baldwin, a party in the business shall at the end of 18 months pay us $1100. in Cash and interest & taxes &c. we will convey to him. Otherwise we keep and hold the property.

The testimony of Hugh T. Dickey taken in open Court on the part of the Complainant in the case of Eunice Chapman vs Wm B. Ogden et al, on the 17th day of June A. D. 1859.

I Knew Daniel A. Baldwin. I know his handwriting - The signature to paper shown me is in his handwriting

p 395/A2 (The paper shown him is Exhibit No. 1.)

I know the handwriting of George M. Chapman. Exhibit No. 2 being shown to Witness. he says.

The endorsement on the back in the words "The within Assignment is cancelled by the Satisfaction piece of McNulty & Chapman dated Oct 9th 1846. which was made to save the expense of recording their papers" is in the hand writing of George M. Chapman.

I remember George M. Chapman came to Chicago about the year 1845. I remember his enquiring of me in relation to some property in Chicago. I think the property was the same as is involved in this suit, to wit: Block 92. & two lots in Block 141. School Section - I gave him my valuation of the property - I do not remember going with him to examine the records. I only went with him on the ground. I went at his request.

I remember Daniel A. Baldwin was in Chicago in the Spring of 1839. He claimed to be the Agent of McNulty & Chapman.

William E. Jones came here about the year 1844. I may be mistaken but think not.

He had been out here occasionally before he came here to live, but am of the impression that he did not come here to live till 1844. I do not however speak with certainty.

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Edwin H. Sheldon being called as a witness
& sworn, says. that William E Jones did not
come to Chicago, to reside until the year 1844.
but he came through that place twice prior to
that time on his way to the Military district to pay
taxes and stopped at Chicago on his way. that
said Jones was extra partner of Ogden & Jones,
until the fall of 1844. he was agent of the
American Land Company & paid their taxes.

The Complainant waiving all objections
to the competency of Mr Sheldon as a witness.

(No 1461)

(A)

Boston 27 Jany
1840

Geo. M. Chapman Esqr
Dr Sir

I have received a letter from Mr B.B. Williams in which he says he has written you that he shall positively sell your Illinois Stock unless you remit him the £49.13 due and you may depend upon it he will do so at a great sacrifice unless you comply with his orders. You talked about applying the note you deposited in Gracie & Sargents hands but that cannot be done for you know that money is to be returned us and besides it will not do to go to mincing up matters in that way — You must buy a bill and remit exactly the amount for otherwise there will be difficulty and indeed I cannot consent to any other arrangement. I understand that you have taken up $1000 from G & S but you must bear in mind that this money must be returned in March as you have promised without fail —

Yours truly
H.H. Hunnewell

(B) (No. 1471)

Boston 24 April 1841

Mr Geo. M. Chapman.

Sir

I have received your lengthy & interesting communication dated 22d Inst.

I loaned you money as a great favor after your most urgent and repeated solicitations and under the most solemn assurances a man ever made to return it months ago — When

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you redeem your character and your sacred pledge by repaying this money, I will engage to reply to your letter to your most perfect satisfaction

H. H. Hunnewell.

(C)

(N°. 148)

Mr Geo. M. Chapman

Sir

If I understand your letter of the 7th inst you will pay your a/c upon my withdrawing the charges referred to in my letter to Mr Thayer. To this I will agree with pleasure and beg you to call at 24 Beaver St as soon as convenient as I shall leave town in a day or two

H. H. Hunnewell

11 May /41

(D) (149)

Boston 3 April 1840

Geo. M Chapman Esq

Dr Sir

I have yours of yesterday but it seems you are determined not to let me know how much those devilish goods sold for and I conclude from this that they only brought what I supposed they would 5 or 600 $!!! You dont say a word about the $2000 you promised so faithfully to return in the course of the month of March which if you dont pay soon – say before the 15th this month, I shall have to sell the collaterals at auction.

Mr Welles will be out in the course of a

month or six weeks and will of course be very much pleased to hear that you are owing all this money!

truly Yours
H. H. Burnewell.

Eunice Chapman
vs
William B. Ogden et.al.

Superior Court

The undersigned, Judge presiding at the hearing of the above entitled cause do hereby certify that on the hearing of the said cause, and before the commencement thereof, the defendants William B. Ogden, Mahlon D. Ogden, and Edwin N. Sheldon, by their Solicitors, Beckwith, Merrick & Kales, moved the court to suppress the two depositions of George M. Chapman taken and filed in this cause, for the reasons set forth in the written motion made for that purpose, on file; which motion was overruled by the Court.-

*That the said defendants by their said Solicitors, then and before the commencement of the hearing of said cause gave notice that they should on the hearing insist that the complainants bill of Complaint be dismissed for want of proper parties thereto.-

That the said defendants then and before the commencement of the hearing of the caused, moved the Court for leave to amend the several answers of William B. Ogden, Mahlon D. Ogden & Edwin N. Sheldon, in accordance with the written motion made for that purpose, on file; which motion was overruled by the court.

That the said defendants then moved the court, that on the hearing issues should be directed and ordered to be tried by a Jury; which motion the Court took under advisement to be disposed of upon the disposition of the case after argument.

After reading of the Bill and amendments thereto, the several answers of the defendants William B. Ogden, Mahlon D. Ogden and Edwin N. Sheldon, the complainant introduced and read in Evidence the several depositions of H.K. Caberry, Francis Binz, J.A. Keppleman, Peter Kuhns, Jacob Harris, Gabriel Rubel, Jacob Klien, Jacob Suttler, Louis Thoms, Isaac

* That the said defendants by their said Solicitors, then and before the commencement of said hearing moved the Court to suppress the depositions of Daniel A. Baldwin taken and filed in said Cause, by the Complainant for the reasons set forth in the written motion made for that purpose on file, which motion was overruled by the Court.

Anderson, Chauncey L. Watkins, Albert McNulty, Daniel French, Azor S. Marvin Stephen Merrihew, George White, Charles S. Phelps, George M. Chapman & Daniel A. Baldwin, together with the several exhibits to said depositions, respectively attached, which Exhibits are as follows;

1 A copy of a lease from William B. Ogden to H. K. Cabery dated December 9. 1852.

2 A copy of a lease from Mahlon D. Ogden & Edwin H. Sheldon in their own right and as Executors of William E. Jones to Francis Binz dated February 11. 1856. of the South 20 feet of Lot No 9 Block 92. School Section Addition to Chicago, attached to the deposition of Francis Binz, and therein designated as No 2 and marked by the undersigned as No 2.

3 A copy of a Lease from William B. Ogden to Francis Binz, dated November 6. 1850. of Lot 9 of Ogdens Subdivision of Block 92. School Section addition to Chicago, being twenty feet on Wells Street and one hundred feet on the forty foot street running East & West through said Block, attached to Francis Binz's deposition and therein designated as No 3. and marked by the undersigned No. 3.

A copy of Lease from William B. Ogden by his atty in fact Mahlon D. Ogden to Cheney Reed and C. Langdon Watkins dated March 7. 1855. of Sub. Lot 3 of Ogdens Subdivision of Lots 5 and 6 in Block 141. School Section Addition to Chicago, being 20 feet front on State Street and running 100 feet West to an alley attached to the deposition of C. Langdon Watkins, and therein designated as No 5 and marked by the Undersigned No 5.

A promissory note, dated New York May 6. 1839. for $1521.75 signed by Albert McNulty, and payable Seventy five days after date, to the order of McNulty & Chapman at the Union Bank and Endorsed by McNulty & Chapman 52 Cedar Street. Frank & Marvin and Hugh T. Dickey Chicago, referred to in Albert McNulty, Azor S. Marvin, Stephen Merrihew, Geo. M. Chapman and Daniel A. Baldwins depositions as "Exhibit A" and marked by the undersigned

No 26 (Page 197)

A Copy of a letter from Ryan & Dickey to Albert McNulty dated, Chicago June 18. 1839. referred to in the deposition of Albert McNulty and marked by the undersigned No. 27. (Page 197)

An assignment from George M. Chapman to Daniel French dated March 24. 1840, referred to in the deposition of Daniel French as Exhibit B. and in George M. Chapmans deposition as Exhibit F. marked by the undersigned No 29. (page 203)

A receipt dated New York August 18. 1840. Signed by I. L. Nieceman for Gracie & Sargent, acknowledging the receipt of $1000. from S. D. Miller on account of Mr. G. M. Chapman, referred to in the deposition of Daniel French as Exhibit C. and in the deposition of George M. Chapman as Exhibit G. and marked by the undersigned No. 40. (Page 218)

A deed of Assignment from N. Hallis Hunnewell to Justus D. Miller dated July 20. 1840. of a bond and mortgage executed by Alpheus Kingsley, referred to Daniel French's deposition as Exhibit D. and in George M. Chapmans deposition as Exhibit H. and in George Whites deposition as Exhibit No. 11. and marked by the undersigned No. 39 (Page 217).

An account in favor of Jordan & Clark against N. Hallis Hunnewell and a receipt of payment of the same, by Jordan & Clark, referred to in the deposition of Daniel French as Exhibit E. and in the deposition of George M Chapman as Exhibit I. and marked by the undersigned as No. 37 (P. 216).

An agreement dated November 2nd 1839. signed by S. Wells, and McNulty & Chapman, for an Exchange of property referred to in Daniel Frenchs deposition as Exhibit F. and in George M. Chapmans deposition as Exhibit K. & marked by the undersigned No 44. (P. 222)

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A bill of Sale from Daniel French, assignee to Eunice Chapman dated Oct 31st 1846. referred to in the deposition of Daniel French as Exhibit G. and in the deposition of Geo. W. Chapman as Exhibit P. and marked by the undersigned No 57. (p. 227).

A schedule of disbursements & payments made by Daniel French assignee of Geo. W. Chapman, referred to in said French's deposition as Exhibit I. and marked by the undersigned No. 32. (p. 213)

A schedule of notes & property assigned by Geo. W. Chapman referred to in Daniel French's deposition as Exhibit I. and marked by the undersigned No 30. (p. 206.)

A list of the money and property received from the assets of McNulty & Chapman & Geo. W. Chapman, referred to in said French's deposition as Exhibit H. and marked by the undersigned No 31. (p. 211)

A schedule of Auction Sale of the assets of McNulty & Chapman referred to in said French's deposition as Exhibit K. and marked by the undersigned No 58. (p 228)

A letter dated June 20th 1840 from J. Young Scammon to A.S. Marvin, referred to in said Marvins deposition as Exhibit No 1 (one) and marked by the undersigned No 45 (p 222.)

A letter dated August 6th 1840. from J. Young Scammon to A.S. Marvin and referred to in said Marvins deposition as Exhibit No 2. and marked by the Undersigned No. 46 (p. 223)

A letter from A.S. Marvin to J. Young Scammon, dated September 1st 1840. referred to in said Marvins deposition as Exhibit No. 3. and marked by the Undersigned No. 47. (p. 223.)

A letter from J. Young Scammon to A.S. Marvin, dated October 10. 1840. referred to in said Marvins deposition as Exhibit No 4. and marked by the undersigned No. 46. (p. 224)

A letter from A.S. Marvin to J. Young Scammon dated November 23rd 1840. referred to in said Marvins deposition as Exhibit No. 5. and marked by the undersigned No. 49 (p. 224)

A letter from J. Young Scammon to A.S. Marvin, dated Jany 4th. 1841. referred to in said Marvins deposition as Exhibit No 6. and marked by the undersigned No. 50 (p. 225.)

A letter from A. S. Marvin to H. Hollis Hunnewell dated New York July 20th. 1840 referred to in said Marvins deposition as Exhibit No 7. and in George M. Chapmans deposition as Exhibit O. and marked by the undersigned No 51. (p. 225)

A letter from George M. Chapman to A.S. Marvin dated July 24th. 1840. referred to in said Marvins deposition and marked by the undersigned No. 52. (p. 226)

A letter from Charles King to A.S. Marvin dated Jany. 8th, 1842. referred to in said Marvins deposition as Exhibit No. 8. and marked by the undersigned No. 54. (p. 226.)

A letter from Charles C. King to A.S. Marvin dated Jany. 11th. 1842. referred to in said Marvins deposition as Exhibit No. 9. and marked by the undersigned No. 55. (p. 227)

A receipt signed by George White dated April 7th. 1841. for $25.00 on account in suit H. Hollis Hunnewell against Albert McNulty et. al. referred to in the deposition of said White as Exhibit No. 10. and marked by the undersigned No. 53. (p. 226)

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An assignment from Marvin McNulty to George W. Chapman dated January 16th 1840. refered to in said Chapmans deposition as Exhibit B. and marked by the undersigned No 28. (P 197)

A promissory note dated March 9th 1840. for $60 34/100 signed by G. W. Chapman and payable to Stephen Merrihew with sixty days referred to by said Chapman in his deposition, as Exhibit C, & marked by the undersigned No 36. (P. 216.)

A deed of assignment dated March 7. 1840. from Geo. W. Chapman to N. Hollis Hunnewell, of Alpheus Kingsley Bond and Mortgage, refered to in said Chapmans deposition as Exhibit D. and marked by the undersigned No 33. (P. 215)

A receipt dated March 9. 1840. Signed by G.W. Chapman for Gracie & Sargents note of $1100 # and Check for $500. — refered to in said Chapmans deposition as Exhibit E. and marked by the undersigned No. 35. (P 216)

A statement of account between McNulty & Chapman and Wells & G, refered to in Chapmans deposition as Exhibit F. and marked by the undersigned No 41. (P. 218.)

A receipt from Gracie & Sargent dated Nov 17. 1837 for certain notes of McNulty & Chapman, refered to in said Chapmans deposition as Exhibit M. & marked by the undersigned No. 59 (P. 235)

Twelve notes of McNulty & Chapman dated November 7th 1837. referred to in said Chapmans deposition as Exhibit N. & marked by the undersigned No. 42. (P. 219.)

An agreement of Charles C King, with D. A. Baldwin dated March 5. refered to in said Baldwins deposition as

Exhibit B. accompanied by an assignment of said agreement by D. A. Baldwin to Eunice Chapman dated August 2d. 1853. and said agreement & Assignment are marked by the undersigned No 60. (P. 235)

A deed from Daniel A. Baldwin & wife to Eunice Chapman dated January 2. 1855. acknowledged March 20th. 1855. marked by the undersigned No 61. (P. 235.)

The Complainant also read in Evidence —

An Extract from the Judgment Docket of the Court of Common Pleas of the city & County of New York in the case of the State Bank of Indiana against Albert McNulty & others, marked by the undersigned No. 62 (P. 237.)

An Extract from the Judgment Docket of the
in the Case of Townsend & Nevins vs Marvin
McNulty & others marked by the Undersigned No 63. (P 237)

An Extract from the Docket of the Supreme Court of the State of New York in the case of Moses D. Hatch, against Daniel A. Baldwin, marked by the undersigned No 64. (P 238)

An order of the Court of Chancery of the State of New York in the case of George Wildes et. al. vs George M Chapman et. al. dated October 8. 1846. marked by the undersigned No 65. (P 238)

An Exemplified Copy of the Satisfaction piece filed in the Superior Court of New York in the case of Geo. M. Wildes against George M Chapman & Marvin McNulty of a Judgment recovered in that Court against them - marked by the undersigned No. 66 (P. 238).

A copy of a Bill in Chancery in favor of H. Hollis Hunnewell against Albert McNulty, Geo M Chapman, Marvin McNulty, Hanson Track & Azor S Marvin, filed on the 30th day of December 1840, in the Court of Chancery of the State of New York, before the Vice Chancellor of the first Circuit, and which was numbered in the Stipulation hereinafter set forth, and is marked by the undersigned No. 67. (P 355.)

The Defendants William B. Ogden, Mahlon D. Ogden & Edwin N. Sheldon, then introduced and read in Evidence the following Stipulation, signed by the respective Parties and filed in this cause

Eunice Chapman
vs
William B. Ogden
Mahlon D. Ogden
Edwin N. Sheldon et al.

Cook County Court of Common Pleas.

In Chancery

It is hereby stipulated and agreed that no other or further proof or authentication of the original documents, copies of which are herewith filed, marked with the Signature of Williams & Woodbridge and numbered from 1 to 30 inclusive shall be required to render said copies admissible as Evidence in all cases where said Original documents or copies would be legally admissible as Evidence. And that in all cases where in the Opinion of the Court, said Originals or copies would be legally admissible as Evidence tending to establish any of the matters in issue, the said copies may be read in Evidence on the trial of the above Cause. And where said Originals or Copies or any Statements therein contained would be legally admissible as Evidence for the Purpose of impeaching any Witness Examined by the complainant had such witness been Cross-Examined rel-

-ative thereto, such of said copies may be read in Evidence for that purpose on the trial of said cause as the Court shall determine are legal Evidence for that purpose in the same manner and with like effect as if said Witness or Witnesses had been Cross-examined — It is further understood that if leave shall be given to the defts to further Cross-Examine or to cross examine any of said witnesses, and the said defts shall cross-examine the same, the defts shall in such Cross-examination of said witnesses, interrogate them relative to such of said documents, as the said Complt. shall specify at the time of the issuing of the Commission for such Cross-Examination

(signed) Williams & Woodbridge
Solors for Complts

A Bond dated the 27th day of January 1837. from Daniel A. Baldwin to Moses P. Hatch in the sum of $45.000. — marked by the Undersigned No. 1. (P. 163.)

A Mortgage from Daniel A. Baldwin & wife to Moses P. Hatch upon Lots 5 & 6 in Block 141. being part of Section 16. Town 39. Range 14. East. Lots 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11 and 12 in Block 92. in Pearsons Subdivision (so called) in the School Section addition to Chicago, County of Cook & State of Illinois. dated January 27th. 1837. and acknowledged on the 25th day of February 1837. and marked by the Undersigned No. 2. (P 164.)

An Assignment of the above described Bond & Mortgage by M. P. Hatch to Charles S. Phelps, dated May 13th. 1837, acknowledged on the same day, and marked by the undersigned No. 3. (P. 166.)

981 An Assignment of the above described Bond & Mortgage by

the said Charles S. Phelps to William B. Ogden, dated the 23rd day of October 1852. acknowledged on the 2nd day of December, and marked by the undersigned No 4. (P. 166)

A power of Attorney from Moses P. Hatch to Theophilus S. Morgan, dated December 9, 1839. acknowledged Jany 31st 1840. & marked by the undersigned No 5. (P. 167)

An assignment of the above described Bond and Mortgage by Moses P. Hatch by T. S. Morgan, his attorney to Albert McNulty, dated December 20th 1839. acknowledged Jany 27, 1840. and marked by the undersigned No 6. (P. 168)

An assignment of the above described Bond and Mortgage by Albert McNulty to Azor S. Marvin dated March 27th 1840. recorded May 11th 1840 in Book No. 1 of Mortgages P. 376. Cook Comty. Illinois. and marked by the undersigned No 7. (P. 170)

A deed from the City of Chicago to Hugh T. Dickey of Lot No. 5. in Block 141. School Section addition to Chicago, dated December 10, 1840. acknowledged December 21st 1840. recorded in Book 5 of Deeds page 201 Cook Comty on the 22nd of December 1840 and marked by the undersigned No 8. (P 171)

A deed from the City of Chicago to Hugh T. Dickey of Lot No 6 in Block 141 School Section addition to Chicago dated December 15th 1840. acknowledged December 21st 1840 recorded December 22nd 1840 in Book 5 of Deeds Page 201. Cook Co. and marked by the Undersigned No. 9. (P 174)

A deed from the City of Chicago to Hugh T. Dickey of Block 92. in School Section addition to Chicago dated December 10th 1840 acknowledged December 21st 1840. Recorded December 22nd 1840

in Book 5 of Deeds Page 201. Cook County & marked by the undersigned No 10 (P. 178)

A quit claim deed from Hugh T. Dickey to John P. Marvin of Block 92 and Lots 5 and 6 in Block 141. in School Section addition to Chicago, dated December 11, 1840. acknowledged December 18th 1840. Recorded Dec. 22nd 1840 in Book 5 of Deeds Page 202. Cook County, & marked by the undersigned No. 11. (P 181)

An assignment of the last above described Bond & Mortgage by Azor S Marvin to Ebenezer Thayer, dated February 23rd 1842 - acknowledged March 5. 1842. recorded Sept 13. 1842. in Book No 2 of Mortgages p. 232. Cook County, Illinois, and marked by the undersigned No 12 (P. 182.)

A Special Warrantee deed from John P. Marvin to Ebenezer Thayer of Block 92 and lots 5 and 6 in Block 141. School Section addition to Chicago, dated February 23. 1842. acknowledged March 5. 1842. recorded Sept 14. 1843. in Book No. 9 of Deeds p. 433, Cook County, Illinois. and marked by the Undersigned No 13. (P. 183.)

A deed from Daniel A. Baldwin to Ebenezer Thayer of Block 92. & Lots 5 & 6 in Block 141, School Section addition to Chicago. dated February 23rd 1842. acknowledged March 5th 1842. Recorded Sept 14th 1843. in Book 9. of Deeds P. 432. Cook County, Illinois and marked by the undersigned No 14. (P. 185.)

An agreement from C. C. King. to D. A. Baldwin to procure a reconveyance, dated March 5th 1842. marked by the undersigned No 15. (P 186.)

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A deed from Ebenezer Thayer to Charlotte Smith of Block 92 Lots 5 and 6 in Block 141. School Section Addition to Chicago dated December 26th 1844. acknowledged April 17th 1850 — Recorded April 23rd 1850 in Book 35 of Deeds page 480. Cook County, Illinois, and marked by the undersigned No 16. (P. 186.)

A quit claim deed from Charlotte Smith to William B. Ogden of Block 92 and Lots 5 and 6 in Block 141. School Section Addition to Chicago dated April 9. 1850. acknowledged April 12th 1850. filed for record April 23. 1850. Recorded in Book 35 of Deeds page 481. Cook County, Illinois & marked by the undersigned No 17. (P. 188)

An Assignment of the Bond & Mortgage from Daniel N. Baldwin & wife to Moses P. Hatch, hereinbefore described by Ebenezer Thayer to William B. Ogden dated February 23. 1852. acknowledged January 3rd 1853. filed for record May 10. 1855. and recorded in Book 20. of Mortgages p. 288. Cook County, Illinois. and marked by the undersigned No 18 (P 189.)

A receipt signed by Henry J. Ruggles and given to William B. Ogden for the Check of Winslow, James & Co. for $1500. "(fifteen hundred dollars) payable to the order of Ogden & Jones, "as part payment of consideration of conveyance of Char-"lotte Smith to said Ogden of certain property in Chicago" dated "New York April 17. 1850. and marked by the undersigned No 19. (P 189)

A Bond from William B. Ogden to Charlotte Smith in the sum of $9,000.— dated April 9th 1850. conditioned for the payment of $4,500 in three Equal annual instalments of $1500. each, payable on each of the first days of June 1851. 1852. & 1853 with interest at 6 per cent after June 1st 1850, payable annually on

the whole sum unpaid. Which Bond is Endorsed as follows.

New York June 2. 1851. Received fifteen Hundred Dollars of the Principal of the within Bond, and two hundred and Seventy dollars for one years interest. Charlotte Smith
By her attorney Charles Smith

Boston May 31. 1852. Received fifteen hundred dollars of the Principal of the within Bond, and one Hundred and Eight Dollars for one years interest, Charlotte Smith
By her attorney Charles Smith

Boston, Received this 23rd day of July 1853. a draft from Ogden, Jones & Co, for fifteen Hundred dollars of the principal of the within bond, and One Hundred dollars and 100 for interest — Charles Smith
Attorney to Charlotte Smith

and marked by the undersigned No 20. (R. 190)

A mortgage from William B. Ogden to Charlotte Smith upon Block 92. and lots 5 and Six in Block 141. School Section Addition to Chicago (to secure the payment of money mentioned in the above recited bond) dated April 9. 1850. acknowledged April 17th 1850. filed for record May 11. 1850. & recorded in Book 8 of Mortgages p. 406. Cook County, State of Illinois, which mortgage is Endorsed as follows:

State of Massachusetts
City of Boston, County of Suffolk } ss.

I, Charlotte Smith of said city of Boston do hereby certify that the within and annexed — mortgage dated 9th of April 1850. made by William B. Ogden of the City of Chicago to me the said Charlotte Smith and recorded in Cook County, State of Illinois May 11. 1850 in

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Book H. of Mortgages Page 406. is fully paid and satisfied and I do hereby authorize and empower the Recorder of Cook County aforesaid to discharge the same of record.

Witness my hand and seal this 19th day of August 1853.

Charlotte Smith (Seal)

Suffolk, ss. Boston Aug 19. 1853.

Personally appeared before me Charlotte Smith and declared that the foregoing instrument is her free act and deed. —

Samuel F. Coolidy
Notary Public

And marked by the Undersigned No 21. (P. 190.)

An assignment of the Bond & Mortgage from Daniel A. Baldwin & wife to Moses P. Hatch, hereinbefore described, by William B. Ogden to Mahlon D. Ogden & Edwin A. Sheldon, dated March 9th 1855. acknowledged March 19. 1855 filed for record May 10. 1855 & recorded in Book 200 of Mortgages P. 289. and marked by the undersigned No 22. (P. 193.)

A quit claim deed from William B. Ogden to Mahlon D. Ogden & Edwin A. Sheldon, Executors of William E. Jones of an undivided one fourth part of Block 92. and of Lots 5 and 6 in Block 141. in School Section addition to Chicago. dated March 1st 1855. acknowledged March 1. 1855. filed for record May 10. 1855 & recorded in Book 88 of Deeds page 272. and marked by the undersigned No. 23. P. 194.

A quit claim deed. from William B. Ogden to Mahlon D. Ogden & Edwin A. Sheldon of an undivided one half of Block 92 and of Lots 5 and 6 in Block 141. School Section addition to Chicago dated March 1st 1855. acknowledged March 1st 1855. filed for record May 10th 1855. and recorded in Book 88 of Deeds page 271. marked by the undersigned No 24. (P. 195.)

A quit claim deed from Wm. B. Ogden to Mahlon D. Ogden & Edwin A. Sheldon of an undivided one fourth part of Block 92. and of Lots 5 and 6 in Block 141. School Section Addition to Chicago, dated March 9th 1855. acknowledged March 1. 1855. filed for record May 10. 1855. recorded in Book 88 of Deeds Page 272. & marked by the undersigned No 25. (P 196.)

The Defendants then read in evidence the deposition of Moses P. Hatch with the following Exhibits thereto attached —

A mortgage from Daniel A. Baldwin to Moses P. Hatch upon "a certain farm of land, situate, lying and being in the Town of Scriba in the County of Oswego, Known and distinguished as Lot, Number four, in Hamilton Gore in the Seventeenth Township of Scriba, patent, excepting thereout as much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty one acres, undivided of the whole of said farm"

Also, Lot No 9. of the Subdivision of Lots Number 1. 2. 12. 14. 19. 20. 21. 22. 33. & 34. being part of military lot, Number 6. in the village of West Oswego- dated January 27. 1837. certified- acknowledged and recorded July 26. 1837. attached to the deposition of M. P. Hatch, and therein referred to as Exhibit No 1. and marked by the undersigned No 68. (P. 257.)

A warrantee deed from Thomas Beckman & wife to Daniel A Baldwin of the property described in the mortgage last above mentioned, dated January 27. 1837. acknowledged and recorded Aug 2. 1837. attached to the deposition of M. P. Hatch and therein referred to as Exhibit No 2 and marked by the undersigned No. 69. (P. 258)

A deed from Daniel A. Baldwin to Charles S. Baldwin of the property last described, and other property in Oswego.

dated September 25. 1837. acknowledged and recorded Oct 12. 1837 attached to the deposition of M. P. Hatch and therein referred to as Exhibit Number 3. and marked by the undersigned No 70. (P. 259)

A deed from Charles S. Baldwin to Marvin McNulty & George W. Chapman, of Lot No. 4. in Hamilton Gore in the 17th township of Scriba's patent excepting as much thereof as lies West of the middle of the road leading from Oswego to Fulton, being 41 acres of land undivided, dated July 5. 1838. duly acknowledged and recorded July 23. 1838. attached to the deposition of M. P. Hatch, and therein referred to as Exhibit No. 4. and marked by the undersigned No. 71. (P. 260).

A deed from Marvin McNulty & Wife & George W. Chapman to Charles Webb of the last above described property, dated Sept 15. 1838. duly acknowledged and recorded Nov. 20. 1838 attached to the deposition of M. P. Hatch and therein referred to as Exhibit No 5. and marked by the undersigned No. 72. (P. 261.)

A mortgage from Charles Webb to Marvin W. McNulty and George W. Chapman, of the last above described property, dated Sept 15. 1838., duly acknowledged and recorded Nov 20th 1838 attached to the deposition of M. P. Hatch, and therein referred to as Exhibit No. 6. and marked by the undersigned No. 73. (P. 262.)

A deed of Assignment of the mortgage last above mentioned from Marvin McNulty & George W. Chapman to Samuel Welles. dated Nov. 16. 1838. acknowledged and recorded Nov. 20. 1838. attached to the deposition of M. P. Hatch and therein referred to as Exhibit No 7. and marked by the undersigned No 74. (P. 264)

A deed from Charles Webb and wife to Ebenezer Thayer, of property situate in Oswego, New York, dated May 1st 1844

duly acknowledged and recorded June 12. 1844. attached to the Deposition of M. P. Hatch, and therein referred to as Exhibit No 8. and marked by the undersigned No 75. (P 265)

The Defendants also read in evidence the deposition of Edwin Allen with the following Exhibits thereto attached

A notice of Sale, under the mortgage from Daniel A Baldwin to M. P. Hatch, hereinbefore mentioned dated Febmary 10. 1853 signed "Albert McNulty assignee" attached to the deposition of Edwin Allen and therein referred to as Exhibit No 1. and marked by the undersigned No. 76. (P 272.)

A deed from Edwin Allen and wife to Daniel A Baldwin of Property in Oswego N.Y. dated Oct. 15. 1853. duly acknowledged and recorded May 25. 1854. attached to the deposition of Edwin Allen, and therein referred to as Exhibit No 2. and marked by the undersigned No. 77. (P 273)

A release from Albert McNulty to Edwin Allen dated August 18. 1853. duly acknowledged, attached to the deposition of Edwin Allen, and therein referred to as Exhibit No. 3. and marked by the undersigned No 78 (P. 274)

A notice of sale under the mortgage from Daniel A Baldwin to M. P. Hatch, hereinbefore mentioned dated Feb 11. 1853. signed "Albert McNulty Assignee" with affidavits accompanying the same, attached to the deposition of Edwin Allen and therein referred to as Exhibit No 4. and marked by the undersigned No 79. (P. 274.)

The Defendants also read in evidence the deposition of A.P. Grant with the following Exhibits thereto attached

An affidavit of Daniel A. Baldwin, subscribed & sworn to December 30. 1839. attached to the deposition of A.P. Grant and therein referred to as Exhibit No 1. and marked by the undersigned No 80. (P. 281.)

An Agreement dated New York December 20th 1839, Signed by Albert McNulty, attached to the deposition of A.P. Grant and therein referred to as Exhibit No 2. and marked by the undersigned No. 81. (P. 282.)

The Defendants also read in Evidence the deposition of F. T. Carrington, with the following Exhibits thereto attached.

A deed from Ebenezer Thayer to Charlotte Smith of certain property in Oswego, N.Y. dated December 16. 1844. Recorded Oct 6. 1855. attached to the deposition of F. T. Carrington, and therein referred to as Exhibit No 1. and marked by the undersigned No 82. (P 289.)

An apignment of the mortgage from Daniel A. Baldwin to M. P. Hatch dated Jany 27. 1837. hereinbefore described by M. P. Hatch by T. S. Morgan his attorney to Albert McNulty, dated December 20th 1839, ratified by Hatch July 29th 1852, duly acknowledged December 3. 1852. Recorded Aug 15th 1855. Referred to in the deposition of F. T. Carrington as Exhibit No 2, and marked by the undersigned No 83. P 290.

A deed from John B. Borst & wife to H. Nellis Hemmewell of property in Oswego N.Y. dated September 20th 1855. duly acknowledged Sept 22. 1855, Recorded January 10th 1857. Referred to in F. T. Carringtons deposition as Exhibit No 3. and marked by the undersigned No 84. (P. 291.)

A quit claim deed from Jules E. Souchard & Charlotte Souchard (late Charlotte Smith) his wife, to Frederick J. Carrington of property in Oswego N.Y. dated May 9th 1856. duly acknowledged July 28th 1856 recorded January 10th 1857. referred to in the deposition of F. J. Carrington as Exhibit No. 4 and marked by the undersigned No 85. (p. 293.)

The Defendants also read in evidence the deposition of P.C. Wright with the following exhibits thereto attached

A letter from P.C. Wright to C.C. King, dated New York, April 16. 1844. referred to in Deposition of P.C. Wright as Exhibit A. and marked by the undersigned No 86 (p. 301.)

The Defendants, also read in evidence the deposition of John S. Bulkley with the following exhibits thereto attached.

A letter from Charles C King to Ebenezer Thayer, dated March 3rd 1842. a copy of which is referred to in the deposition of John S. Bulkley as Exhibit No1. and marked by the undersigned No 87. (p 305.)

*

A Memorandum, a copy of which is referred to in John S. Bulkleys deposition as Exhibit No 3. and marked by the undersigned No 89. p. 306.

An agreement to dismiss the Bill in the case of H. Hollis Hunnewell vs Albert McNulty et.al. dated March 5. 1842. signed G. K. Osborn Solct. for Trask & Marvin, referred to in John S. Bulkleys deposition as Exhibit No. 4. and marked by the undersigned No 90. (p 306.)

* A letter from Charles C King to Ebenezer Thayer a copy of which is referred to in John S. Bulkleys deposition as Exhibit No 2. and marked by the undersigned No 88. (p 305.)

A receipt in the Suit of N. Hollis Hunnewell vs Mc Nulty & Chapman et al, dated New York March 31. 1852. Signed by Charles C. King, referred to in John S. Bulkleys deposition as Exhibit No 5, and marked by the undersigned No 91. (P. 307)

A satisfaction piece in the Suit of Elisha Townsend et al vs Marvin McNulty et al, in the Superior Court of the City of New York, referred to in John S. Bulkleys deposition as Exhibit No. 6, and marked by the undersigned No 92. P 307.

The Defendants then read in Evidence the deposition of Jared W. Graves Lucius B. Crocker, & Thomas Beckman

The Defendants then offered to read in Evidence the Cross-interrogatories and answers thereto, propounded to Daniel A. Baldwin, for the purpose of excluding his testimony, — given in answer to the direct interrogatories & for no other purpose, to which the complainant objected, insisting that if read, it should be considered as evidence in the cause for all purposes, but the objection was overruled and the Cross-interrogatories & answers thereto with the following Exhibits attached were read in Evidence

A receipt dated New York March 20. 1855. Signed by George W. Chapman referred to in the deposition of D. A. Baldwin as Exhibit A. and marked by the undersigned No 93. (P 325.)

A letter from Eunice Chapman to Abraham Underhill Esq, New York City dated Brooklyn May 7. 1857, together a guarantee of George W. Chapman thereon Endorsed for the performance of certain undertakings expressed in said letter, referred to in the deposition of D. A. Baldwin as Exhibit B. and marked by the undersigned No 94 (P 325.)

A draft of a deed from Eunice Chapman to Jared W. Graves of an undivided 1/2 of Block 92 & Lots 5 & 6 in Block 141. School Section addition to Chicago dated May 7. 1857 referred to in the deposition of D. A. Baldwin as Exhibit C. and marked by the undersigned No 95 (fo 327)

A deed from Francis G. Blanchard to Daniel A. Baldwin dated Jany 1. 1839. Consideration $2.700 Conveys Sections 28. 29 and 33. in Township 32 North Range 9. Marked by the undersigned No 96.

A mortgage from Daniel A. Baldwin to Francis G. Blanchard to Secure $2,000. on Sections 28. 29. & 33. T. 32. N. R. 9 dated January 1. 1839. marked by the undersigned No 97.

A deed from Francis G. Blanchard to Elmsley Sunderland dated November 28. 1838. Consideration $800- Conveying N 1/2 & S. W. 1/4 of Sec 21. S.E. 1/4 of Sec 25. T. 32. R. 9. marked by the undersigned No. 98.

A deed from Elmsley Sunderland to Daniel A Baldwin dated November 7. 1840. Consideration $800. Conveying N 1/2 & S. W. 1/4 of Sec 21. & S.E. 1/4 Sec. 25. T. 32. N.R. 9 marked by the undersigned No 99.

A deed from Daniel A Baldwin to the Bank of Oswego Edwin Noah, President dated Jany 4. 1841. Consideration $1000. Conveying S.E. 1/4 Sec 25 T. 32. R. 9 marked by the Undersigned No. 100.

A deed from Daniel A Baldwin & wife to Lucius B. Crocker & A. P. Grant, assignees of Moses D. Hatch dated July 23. 1841 Consideration $10,000. Conveys Sec 33. & N.E. 1/4 & S.E. 1/4 & E. 1/2 and S.W 1/4 of Sec 29. T. 32. R. 9. Marked by the Undersigned No. 101.

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A deed from Daniel A. Baldwin & wife to Emma Chapman dated March 21, 1846. Consideration $3000. Conveys Sec 28 & N.W/4 & S/2 of S.E/4 Sec 29 & S.W 1/4 of Sec 21. T32. R.9. marked by the undersigned No (102.)

An assignment from Francis G. Blanchard to Seth Paine & Theron Norton, dated Nov 28, 1840. Consideration $1400 Conveys all of Blanchards interest in above described mortgage from Daniel A Baldwin to him, marked by the undersigned No. 103.

A release from Seth Paine & Theron Norton to Daniel A Baldwin, dated Dec 3. 1840. releases above noted mortgage on Sec 28. & N.W. 1/4 and W/2 S.W. 1/4 of Sec 29. T. 32. R9. marked by the undersigned No 104.

An assignment from Seth Paine and Theron Norton to Daniel Bothiel, dated February 15th. 1841. consideration $700 assigns balance of above described mortgage, marked by the undersigned No 105.

A release from Daniel Bothiel to Daniel A. Baldwin dated Nov 23. 1843. releases mortgage assigned as last above noted. Marked by the undersigned No. 106.

A certificate from the Receiver of the Land Office to Albert McNulty dated June 18. 1839 conveying N.W. frac 1/4 & N. frac of N.E. frac 1/4 of Sec 28. T. 32. R10. 162 2/100 acres marked by the undersigned No 107.

A certificate from the Receiver of the Land Office to Albert McNulty dated June 18. 1839, conveying the N/2 of Sec 32. & W/2 of S.W/4 of Sec 28 T. 32 R 10. 400. Acres marked by the undersigned No. 108.

A cerificate from the receiver of the Land Office to Albert McNulty dated June 18. 1839 conveying Sec 29. T. 32. R 10. 640 Acres marked by the undersigned No 109.

A deed from Albert McNulty & wife to Peter D. Huginin dated December 19. 1839. Consideration $1200. conveying Sec 29. & N.W. frac 1/4 & N. frac of N.E. frac 1/4 of Sec 28 & N/2 of Sec 32 & W/2 of S.W/4 of Sec 28 T. 32. R. 10. — Marked by the undersigned No 110.

A Bond from Daniel A Baldwin to Moses P. Hatch dated Jany 27 1837. for $11,250. Payable in four equal annual instalments - marked by the undersigned No. 111. —

A mortgage from Daniel A. Baldwin to Moses P. Hatch dated Jany 27. 1837. to secure above noted Bond on Parsons farm. See Page 257 Printed Record. marked by the undersigned No 112. (R. 257.)

A deed from Daniel A. Baldwin & wife to John B. Bohrst dated May 23. 1854. (No. 113)

A copy of the record of a decree of foreclosure rendered by the Court of Chancery of the State of New York Sept. 7. 1840 of the mortgage marked by the undersigned No. 112 which copy of decree is marked by the undersigned No. 114.

The Will of William E. Jones dated proved
(marked No 115)

The Inventory of the Executors of William E Jones, filed (No 116)

It was admitted by both parties that four infant children of William E Jones, are still living to wit: William O. Jones

Caroline O. Jones, Mahlon O. Jones & Fanny O. Jones, and that the Widow of said William E. Jones is also living and is now the wife of E.B. McCagg.

The Defendants then read in Evidence the Bill in the case of Hunnewell vs McNulty et.al. & answer of Albert McNulty, Azor S. Marvin & Alanson G. Trask, with Exhibits thereto attached, filed in the suit of H. Hollis Hunnewell against said Albert McNulty & others, and also complainants Replication thereto

The defendants then read in Evidence the petition in Bankruptcy of Azor S. Marvin filed December 7 1842. and the decree in Bankruptcy of said Marvin dated Jany 14. 1843 to the introduction of which the complainant objected. (No 117.)

The defendants then read in Evidence a copy of a Bill in Chancery in favor of George Weldes & others against Geo M Chapman & others with the answers of George M. Chapman & Daniel French & the Exhibits thereto severally attached - Objected to by complainant. (Nos 118. 119. 120.)

The defendants then read in Evidence a Mortgage from Abram P. Haldridge to Daniel A. Baldwin dated June 1. 1838 No 121.

An apsignment from Daniel A. Baldwin of the last above mentioned mortgage to McNulty & Chapman & an apsignment from Marvin McNulty to George M Chapman of the same mortgage, together with a memorandum on the back thereof Cancelling the same. (No 122)

The defendants then read in Evidence the petition of George M. Chapman in Bankruptcy with the Schedules thereto attached filed March 20th 1842 (No 123)

The defendants then read in Evidence a deed from Edwin H. Sheldon & Wife to William B. Ogden, dated March 9. 1855. Objected to.
(No 124)

The complainant admitted that a Bill of Complaint of Ennice Chapman against William B. Ogden & Ebenezer Thayer was filed in the Cook County Court of Common Pleas, Oct. 3rd 1853.

A letter from George M. Chapman to H. Hollis Hunnewell dated June 13. 1840. Objected to by Complainant
(No 125)

Two letters from George White to Ebenezer Thayer dated Aug 25th 1841 & Aug 26. 1841
(No 126) (No 127)

An assignment dated March 8th 1840 from the State Bank of Indiana to H. Hollis Hunnewell of the Judgment in its favor against George M. Chapman & others

A notice to take Depositions in the suit of H. Hollis Hunnewell against Albert McNulty & others ~ Objected to (No 129)

A Bond from George H. Knight to McNulty & Chapman dated Sept 22. 1838.
(No 130)

McNulty & Chapman guaranty dated Oct 1. 1838 to Samuel Welles of the Knight Bond & Mortgage
(No 131)

A re-assignment dated Nov 15. 1839 by Samuel Welles to McNulty & Chapman of Charles Webbs Bond & Mortgage
(No 132)

A deed from Jared W. Graves & wife to Charles G. Sisson, dated Sept 1. 1857. Objected to.
(No 133)

The Defendants then read in Evidence the Petition in Bankruptcy of Albert McNulty with the Schedule thereto attached filed Feby 28th 1842, also a decree in Bankruptcy of Albert McNulty rendered March 28th 1842.
(No 134 & No 135)

The petition of William C.H. Waddell, Assignee in Bankruptcy to sell Albert McNulty's interest in the Hatch Bond and Mortgage & the order of Court thereon. Objected to

A deed of William C.H. Waddell Assignee in Bankruptcy, to Mahlon D. Ogden & Edwin N. Sheldon. Objected to
(No 137)

The Defendants then read in evidence the deposition of Daniel French taken before Stephen Cambrelling, United States Commissioner, and certain interrogatories propounded to said French by said Commissioner, with said French's answers thereto.
(No 138)

Writs of attachment in favor of Trask & Marvin against McNulty & Chapman, Sued out of the Circuit Court of Cook County, with the officers return thereon
(No 139)

A Writ of attachment in favor of the Bank of New York against McNulty & Chapman, Sued out of the Circuit Court of Cook County, with the Officers return thereon.
(No 140)

A release from Daniel A. Baldwin to Ebenezer Thayer the body of the same & the signature thereto, having first been proved to be in the handwriting of said Baldwin, by A.C. Coventry, who was called & sworn as a witness for that purpose, and also testified that he knew the handwriting of Daniel A Baldwin, and that said paper was all in his handwriting including the signature thereto - Page 2454.
(No 141)

The defendants then offered to Examine William B. Ogden, as a Witness, to which objection was made by the complainant on the ground of interest, and the objection being sustained the witness was excluded

The defendants then asked leave to Examine George M Chapman, to which objection was made by complainant & the objection sustained & the leave asked refused.

The defendants then read in Evidence a letter from H. Hollis Hunnewell to Grace & Sargent dated Jany 18 1840 with George M. Chapmans receipt thereon.

The Petition in Bankruptcy of Marvin McNulty with the Schedules thereto attached - to the introduction of which the complainant objected - Jordan & Clarks receipt to George M. Chapman dated March 9. 1840. (No 143)

The defendants also read in Evidence the depositions of Franklin Nathaway, Stanley H. Fleetwood, Seth Paine & John B. Girard with the Exhibits thereto attached.

(Exhibits Marked No 144)

The defendants then called Ebenezer Thayer, Hugh T. Dickey and Edwin H. Sheldon, who testified as appears by their Evidence filed in the case, and read in Evidence the several papers referred to and identified by them.

(Thayer No 145)

The defendants then called William F. Fleetwood, who being sworn testified that he was a Clerk in the office of Ogden, Jones & Co in 1855. and before and since that time. That the property in dispute in this case up to 1855. when William B. Ogden conveyed was treated in the office as belonging to William B. Ogden, Mahlon D. Ogden, Edwin H. Sheldon, and the Estate

of William E. Jones. The firm of Ogden, Jones & Co paid the taxes on the same. That the deeds from William B. Ogden to Mahlon D. Ogden and Edwin H. Sheldon, were drawn by him and that he also drew the deed from Edwin H. Sheldon to William B. Ogden. This last deed was to pay William B. Ogden for his interest in the property in dispute in this case, as was talked in the office at the time. He had no recollection of the execution of the deeds — Up to the deeds were made, William B. Ogden Mahlon D. Ogden, Edwin H. Sheldon and the Estate of Jones received the rents of the property and paid the taxes, and since that time the rents have been received and taxes paid Mahlon D. Ogden, Edwin H. Sheldon and the Estate of W. Jones.

The Complainant then read in Evidence, a certificate of Richard B. Conolly, Clerk of the County of New York relative to the suit of H. Hollis Hunnewell against Albert McNulty & others (Page 383)

The Depositions of Peter W. Beerbanks, with the following Exhibits thereto attached, viz

An Agreement between D. A. Baldwin & E. W. Chapman dated July 15. 1853 with the Endorsement on the back thereof marked Exhibit P. W. B. attached to the deposition of Peter W Beerbanks, and a paper dated New York Sept 20th 1854. purporting to be a Sale to Eunice Chapman of Baldwins interest in the contract of July 15th 1853. marked P. W. B. No 2.

The Complainant then read in Evidence the deposition of James Underhill with the Exhibits thereto attached.

The complainant then read in Evidence the deposition of Joseph W. Strong with the several Exhibits thereto attached

The complainant then read in Evidence the second deposition of George W. Chapman taken on the 30th & 31st days of December 1858 & the 3rd day of January 1859. with the several Exhibits thereto attached

The complainant then read in Evidence a letter from H. H. Hunnewell to George W. Chapman dated Janry 27th 1840 (Ro 146.)

A letter from H. H. Hunnewell to George W Chapman dated April 3rd 1840. (Ro 149)

A letter from H. H. Hunnewell to George W Chapman dated April 24. 1841. (Ro 147.)

A letter from H H Hunnewell to George W Chapman dated May 11. 1841. (Ro. 148.)

Grant Goodrich (Seal)

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State of Illinois }
County of Cook } ss.

I, Walter Kimball Clerk of the Superior Court of Chicago, (formerly The Cook County Court of Common Pleas,) within & for the County & State aforesaid, Do hereby certify. That the printed matter forming the First Part & the written matter forming the Second part hereof, is a full, true and Complete Transcript of the Pleadings, Depositions and Exhibits and Orders entered of Record, on file in my office in the case of Eunice Chapman Complainant, and William B. Ogden et als Defendants. in Chancery.

In Testimony whereof I have set my hand and affix the Seal of said Court at the City of Chicago, this 18th day of April A. D. 1860.

Walter Kimball, Clerk

SUPERIOR COURT OF CHICAGO ILLINOIS

Supreme Court.

Eunice Chapman, } State of Illinois.
v.
Wm B. Ogden,
Mahlon D. Ogden,
Edwin C. Sheldon,
C. Hallis Hemmiwell,
and Ebenezer Thayer. } Appeal from Cook.

And now comes the complainant by Williams & Woodbridge, her Solicitors, and says that in the record and proceedings in this cause & in the decree rendered herein there is manifest error, to wit:

First - That the decree rendered in this cause ought to have been for the complainant instead of being for the defendants.

Second - That the Court erred in admitting evidence for the defendants and in excluding evidence offered by the complainant.

Third - That the Court erred in admitting the testimony of Thayer and the second deposition of Baldwin and in admitting divers depositions and documents offered by the defendants.

Williams & Woodbridge.
Complts Solrs.

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Joinder in error
C. B. Smith for Ogdens & Sheldon