

Filed Jan 5/1869
Wm Lunny det.

Vol 9th

Pages 1456 to 1607

Pat's box no. 9
march 5/80

The deposition of Mrs Catharine Attyde
of the City County and State of New
York a witness of lawful age produ-
ced sworn and examined on her cor-
poral oath on the 7th day of April in
the year of our Lord One thousand
Eight hundred and Sixty-four at
my office No 31 Pine Street in the City
of New York in the County and State of New
York, by me George W Paine a Commissioner
duly appointed by a *Reedimus Protestation*
or Commission issued out of the Clerk's
Office of the Superior Court of Chicago
of Cook County in the State of Illinois
bearing Teste in the name of Thomas B.
Carter Clerk of said Court with the Seal
of said Court affixed thereto and to me
directed as such Commissioner for the
Examination of the said Catharine At-
tyde a witness on behalf of Henry Young
in a certain suit & matter in controversy
now pending and undetermined in the said
Superior Court of Chicago between
David Gibson, original complainant
Henry Young, Isaac L. Hunt, James H.
Rees & Henry H. Casey who have become
parties complainant or claiming Creditors

Ann G King Susan M King Henry
King, Harriet A King Edward P. King
Thomas G. King Edward Eldridge J
Mannah Eldridge Helen Eldridge
Constantine Eldridge + Harriet
Eldridge Defendants
(Original Bill)

James M. Rees

vs.

David Gibson, Zenas Cobb Edward
Eldridge Jr Adm^r + Mannah Eldridge
Adm^r of Edward Eldridge, deceased,
Edward Eldridge Jr Henry G. Eldridge
Eliza E. Eldridge Francis A Eldridge
Constantine Eldridge, Helen G. Eldridge
Amory Gamage, Thomas B. Bryan, J.
Nelson Parker, James Lemius Graham
Esther Ann Waller Samuel D Parker
George W. Colby Peter Dunn, Jacob Rouse
Joseph Gastrik Patrick R. Morgan^{and}
Robert S Blackwell Trustee &c
Defendants
(Supplemental Bill)

in behalf of said Henry Young on the intercom-
munications attached to said commission and
upon none others said Commission

And interrogatories being hereto annexed.

The said Catharine A. Hyde being first duly sworn by me as a witness in the said cause previous to the commencement of her examination to testify the truth as well on the part of the said Henry Young as of the other parties aforesaid in relation to the matters in controversy between the said Complainants & Defendants so far as she should be interrogated testified and deposed as follows.

Interrogatory First.

What is your name, age, occupation and residence?

Answer to First Interrogatory.

My name is Catharine A. Hyde, I am over seventy one years old, I reside in the City of New York, I have no business, I am the widow of Simon Hyde

Interrogatory Second.

Do you know the parties Plaintiff and Defendant in the Caption of these interrogatories mentioned or either of them and which of them and how long

have you known them respectively?

Answer to Second Interrogatory

I know none of the parties in the Caption to the said interrogatories mentioned except Ann G. Hyde whom I have known more than fifty years & Henry Young whom I have known for more than

Interrogatory Third.

State whether or not you were acquainted during the year 1837 with Henry King & Simon Hyde?

Answer to Third Interrogatory

I was well acquainted with them. Simon Hyde was my husband.

Interrogatory Fourth.

State what you know concerning western land transactions had between said King & Simon Hyde during or prior to said year 1837 and your means of knowledge?

Answer to Fourth Interrogatory

I know that said

Henry King & Simon Hyde had large
Western Land transactions together dur-
ing and prior to 1837. These transac-
tions were to a large extent, in Sandusky
Chicago. Simon Hyde used to furnish
large amounts of money to said King
with which to carry on these trans-
actions and buy these lands. He fur-
nished thousands of dollars. I think
said Hyde furnished all the
money and Mr King attended
to the business at Chicago
These transactions ruined said Hyde
and also occasioned great loss to
Mr James G. Hyde his brother

Said Simon Hyde was my hus-
band and all this took place un-
der my own eyes I have often heard
my husband and Mr King talk to-
gether about it said King has
repeatedly said in my presence what
I have said in this answer about
said land transactions

Interrogatory Fifth.

If you have before
stated that the said King and
Hyde had the land transactions

together enquired about and that
said Hyde furnished King with
money to carry on the same, then also
state all you know in relation to the
terms upon which the money was so
furnished and the date or dates of
same and the amount of same and
your means of knowledge?

Answer to Fifth Interrogatory

I think the
money which was furnished as I have
before stated by my husband to said
King was to be repaid ~~to~~ my husband
that said King was to see to the
business at Chicago and that
they were to divide what was made

I cannot now tell precisely the dates
when the money was furnished as afore
said it is a long time since then
it was furnished during the
time Mr King was living in
Chicago, about 1834 + 1835 to about
1837. I do not know precisely how
much money was furnished as
aforesaid by my husband I know
it was a large sum, ^{a great} many thousand
dollars, My husband ^{and} Mr King

Have both told me this and I know
it as well as I know anything which
happened then.

Interrogatory Sixth

What became of the
lands which were the subject matter
of the said land transactions and
what was realized out of them by
said King & Hyde or either of them?

Answer to Sixth Interrogatory

I do not know what
became of the lands which were the sub-
ject matter of said land transactions nor
what was realized out of them by Mr
King I know that my husband real-
ized very little out of them if any
thing. It was almost a total
loss to him.

Interrogatory Seventh (7)

How much money
was the said King owing to said Sim-
eon Hyde on or about January 9th
A D 1838 on account of money ad-
vanced to him? State your means
of information?

Answer to Seventh Interrogatory.

On the 9th day of January 1838 Henry King owed my husband many thousands of dollars on account of monies advanced to him in such land transactions but I cannot tell precisely how much. I believe the amount at that time was more than Twenty-five thousand dollars, my means of information are my own personal knowledge and conversations with Mr King and conversations between Mr King and my husband in my presence. I do not recollect hearing Mr King specify the amount but I have often heard him admit that these land transactions left him very largely indebted to my husband.

Interrogatory Eighth.

State whether the said Simon Hyde advanced money to the said King on account of any thing other than Western Land Speculations and what and about how much and the date of the same

Answer to Eighth Interrogatory.

I think my husband advanced money to Mr King in addition to that advanced on account of Western Land Speculations. I think my husband so advanced money to him in his business as a Merchant and also furnished him goods while at Chicago but I do not know how much was so advanced.

Interrogatory Ninth.

State whether or not the said Henry King ever informed you of the amount due and owing by him to Simeon Hyde and also whether or not he ever stated the same in the presence of said Hyde and promised to pay the same or admitted his liability to pay the same?

Answer to Ninth Interrogatory.

Mr King repeatedly admitted to me and to my husband in my presence that he owed my husband a very large amount of money and admitted himself ^{to be} liable to pay it. He always spoke

of it as a matter well understood and about which there was no doubt I did not know there was any doubt about it. I know from such admissions that the indebtedness amounted to many thousands of dollars, but I do not recollect of hearing Mr King state the precise amount.

Interrogatory Tenth.

If you have before stated that the said Henry King did admit and state to you the amount of his liability to said Simon Hyde please to state at what time or times and where he made such statement or statements?

Answer to Tenth Interrogatory

Such admissions or statements were made from time to time from the time of Mr King's return from Chicago about the year 1837 up to the last time I saw him before his death, a period of several years. Such admissions were made in the Cities of New York and Brooklyn

Interrogatory Elerenk

Do you know of any other matter or thing touching the matters enquired about in these interrogatories or any of them of use or benefit in sustaining any claim of said Henry Young Abigee &c against the estate of Henry King? If yea, state the same fully and particularly as if specially interrogated thereto?

Answer to Elerenk Interrogatory

The Ledger Book of account in regard to which I have before testified in this cause and which I am informed is now in Chicago is the only one of my Husbands Books of account which I know of which contains anything relating to business with Henry King of a later date than 1828 or to any Western Land matters or any matters referred to in these interrogatories I have not got any other and do not know of any other. Mr King, I mean Mr Henry King was never able to pay his debts from I think the time he went to Chicago

shortly before this Western Land
business commenced up to the time
of his death. After he returned from
Chicago I know he was very poor
The debt from him to my Husband
which I have mentioned in the fore
going answers has never been paid either
wholly or partially - I believe it
to be all now justly due I was ex
amined as a witness in this same
Case several years ago and all the
Evidence I then gave was true and I
now refer to the same and repeat and
Confirm it - Before my examination
under the foregoing interrogatories I have
executed and delivered to Henry Young
a release the original whereof is now
produced and shown to me and which
is in words and figures as follows.

This Indenture made this first day
of February A.D. 1861 Witnesseth that Cath
Anne T Hyde of the City County and
State of New York Widow of Simon Hyde
deceased in consideration of one dollar
to her in hand paid and other valuable
considerations to her paid by Henry Young
of said City of New York, surviving Co-signer
of James T Hyde deceased do hereby

give grant and convey unto the said
Henry Young his heirs and assigns
all the interest which she the said
Catharine C. Hyde may have in any
surplus or proceeds which there may
be under the assignment heretofore made
by James C. Hyde in his lifetime to
said Henry Young and one Henry
Thomas (which said Thomas is now
deceased) And the said Catharine
C. Hyde further releases and forever
discharges the said Henry Young
his heirs Executors administrators
and assigns of and from all actions
debts, contracts agreements, covenants
and demands whatsoever in Law and
in Equity which against the said Henry
Young she may now have or ever had or
hereafter can shall or may have for
and by reason of any matter cause or
reason whatsoever-

Witness the hand and seal
of the said Catharine C. Hyde the day
and year first above written

C. C. Hyde (S)

The words between lines 7 & 8
intended before execution

M. C. Hyde Witness

U.S. Rec

Stamp \$1.
Cancelled
Feb 1. 64

give grant and convey unto the said
Henry Young his heirs and assigns
all the interest which she the said
Catharine A. Hyde may have in any
surplus or proceeds which there may
be under the assignment heretofore made
by James A. Hyde in his lifetime to
said Henry Young and one Henry
Thomas (which said Thomas is now
deceased) And the said Catharine
A. Hyde further releases and forever
discharges the said Henry Young
his heirs Executors administrators
and assigns of and from all actions
debts, contracts, agreements, covenants
and demands whatsoever in Law and
in Equity which against the said Henry
Young she may now have or ever had or
hereafter can shall or may have for
and by reason of any matter, cause or
reason whatsoever.

Witness the hand and seal
of the said Catharine A. Hyde the day
and year just above written

C. A. Hyde (S)

The words between lines 7 & 8
intended before execution
W. C. Hyde Witness

U.S. Rec
Stamp \$1.
Cancelled
Feb 1. 64

I refer to the foregoing copy for the purpose of identifying the said release, said original release was so executed and delivered by me before I was sworn and examined under the foregoing interrogatories. It is marked by the Comr.

I know no other matter or thing touching the matters enquired about in the foregoing interrogatories or either of them of use or benefit to sustain any claim of said Henry Young against the estate of said Henry King. I do not now think of anything more than I have already stated on this and my former examination.

C. A. Hyde

I George W. Paine of the City & State of New York, a Commissioner duly appointed to take the deposition of the said Catharine A. Hyde a witness whose name is subscribed to the foregoing deposition do hereby certify that previous to the commencement of the examination of the said Catharine A. Hyde as a witness in the suit mentioned in the caption of this deposition and in the annexed

Commission she was duly sworn by me
as such Commissioner to testify the truth
in relation to the matters in controversy
in said suit so far as she should be
interrogated concerning the same
that the said Deposition was taken
at my office No 34 Pine Street in
the City of New York on the 8th day
of April 1864 and that after the
said Deposition was taken by me as
aforesaid the interrogatories and ans-
wers thereto as written down were read
over to the said witness and that there
upon the same was signed and sworn
to by the said Deponent Catharine A
Hyde before me the oath being admin-
istered by me as such Commissioner
at the place and on the day and
year last aforesaid

Geo. W. Plaine

Commissioner

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 writings 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. Joseph S. White (of the firm of White & Richards, residing in the City of New York, Clerk, by petition presents and states to the Court that he is owing debts which have not been created in consequence of a delinquency as a public officer, or as executor, administrator, guardian, or trustee, or while acting in any 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 19, 1841. And the petitioner further states to the Court that the Schedule 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 in case of the indebtedness. And the petitioner further states to the Court that the Schedule marked "B", contains according to the best of his knowledge, information and belief an accurate inventory of his property real and personal of every name kind and description, and the location and situation of each and every parcel and portion thereof.

The above described Joseph S. White this day appeared before me, and in my presence subscribed the foregoing petition and by his oath duly administered by me to him avouched the same.

Joseph S. White

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New York July 20th 1842

William W. Campbell, Comptroller.

Charles D. Bell, Clerk of the District Court de Justis City of New York
I have searched the Docket of cases in Bankruptcy in this office and find no petition filed by or against Joseph C. White.

Dated this twenty eighth day of July 1842

Chas. D. Bell, Clerk

Schedule "A" referred to in the annexed Petition.

List of Bills payable and Book Bills due the following named Banks by the firm of White and Richards (consisting of James White and Thomas H. Richards) for money loaned by them to the said firm at the respective periods of this date, viz:

August 3. 1841	Note to Union Bank New York as 90 days due Nov 9. 1841	\$1000 00
	for which are held by the Bank, as collateral security the following, viz:	
	M. Nutley & Chapman's Note dated Oct 4. 1840 @ 3 mos	\$155 ⁰⁰
	" " Note " March 7 1840 @ 3 mos	\$230 ⁰⁰
	Both in favor of and endorsed by White and Richards also White & Richards Note in favor of and endorsed by M. Nutley & Chapman dated Nov 3 1840 @ 3 mos	\$520 ⁰⁰
April 17. 1840.	Note to Thomas Bank, Norwich Ct. as 30 days endorsed by M. Nutley & Chapman, due May 20. 1840	1230 00
	upon which has been paid the sum of	\$30.
May 13 1840	Note to Thomas Bank, Norwich Ct. as 60 days endorsed by J. L. Sawyers due July 10 1840	100 00
	Note to Thomas Bank, Norwich Ct. endorsed by M. Nutley & Chapman due April 28 1840	200 00
	Note to Thomas Bank, Norwich Ct. endorsed by M. Nutley & Chapman due May 25 1840	100 00
July 25 1840	Note to Merchants Bank, Norwich Ct. @ 60 days endorsed by M. Nutley & Chapman due April 28 th 1840.	270 00
	upon which has been paid the sum of	\$3.

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April 16. 1860
 Note to Holland County Bank Conn. @ 60 days issued by Edward
 S. Wilcox due June 2^o 1860. 260
 Note to Holland County Bank Conn @ 60 days endorsed by J. W. Kimball 111.11

For the last two months held in Holland County Bank Conn. a certain
 White Richards was entered by J. L. Brewster dated Feb 2 1840 @ 3 mos for \$11,357.50

March 27. 1840. Note to Geneva Bank New York @ 30 days, endorsed by Isaac Smith due Oct 27. 1840 500.00
 For which the Bank holds a collateral security a bill of John C
 Lewis, Gainesville, Ala, endorsed by White Richards dated Oct 7 1837 @ 6 mos.
\$501.41

To Atlantic Bank Brooklyn Ind. bills of Henry & Chapman sent by them to
 White Richards and endorsed by said White Richards, dated Mar 5, 1840 @ 3 mos 100.00

To Union Bank New York bills of Crosby Hart & Co sent by them to White Richards
 & endorsed by said White Richards dated 75.00

The following describe bills payable due by White & Richards (consisting of your
 partners and Thomas F. Richards) is for Premium on Insurance

Jan 19, 1839. Note to Atlantic Insurance Co. New York @ 7 mos due Jan 27 1840 150.00
 from which should be deducted amount of return premium on this policy due
 April 27 1840 \$53.16

List of Bills payable and Bank Notes due to the following named persons by your
 partners (conjunctly with Thomas F. Richards transacting business under the firm
 of White & Richards) for goods purchased of said named persons

Nathaniel Bishop, Newbury Conn. Note dated Oct 17 1838 @ 12 months. \$180.73
 upon which has been paid the sum of 25.00
107.73

Note dated May 1 1840 @ 15 months 67.38
 do do do do do do @ 15 months 107.87 215.65

John Thayer New York Note dated April 16 1840 @ 60 days 200.00
 An Bill dated Dec 24 1837 on demand \$150.00
 upon which has been paid the sum of 299.00 120.00

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Book Debt taken from Ledger	<u>474.25</u>	794.27
Bouchard & Thomas, New York, Note dated Mar 23, 1840 @ 60 days endorsed by		
Ferdinand L. Hilsey		500.00
Levi Bush Jr. Whately Mass, Note dated May 20, 1837 @ 3 mos		130.73
Robert Parson New York Note dated May 4, 1841 @ 60 days	207.95	
do do do " 70 "	<u>207.94</u>	415.89
Isaac Phillips, New York Note dated May 1840 @ 15 months	136.58	
" " " 1 " " 18 "	<u>256.07</u>	392.15
George Read Esq, Sup. Treas. Conn. Note dated May 1840 @ 15 months	323.62	
" " " 1 " " 18 "	<u>323.61</u>	647.23
Merrill Phelps New York, Note dated July 31, 1837 @ 6 months		277.50
John G. Manning New York Note dated Aug 3, 1837 @ 6 months	111.60	
Book Debt taken from Ledger	<u>6.30</u>	421.40
Baldwin Burnham & Co. New York, Note dated Aug 6, 1837 @ 7 months		312.92
Boylston & Woodford, Boston Mass. Note dated Aug 9, 1837 @ 6 months		354.54
Dr. Sherman Jr. New York, Note dated Aug 9, 1837 @ 6 mos		108.84
S. A. Bardwell, Troy Mass. Note dated Aug 17, 1837 @ 6 months	139.73	
" " Sept 10, " " 8 "	<u>252.27</u>	592.00
Charles Bacon, Northbury Mass, Note dated May 1840 @ 15 months	46.85	
" " " 1 " " 18 "	<u>46.34</u>	93.67
Wardhill Roberts, New York, Note dated Oct 2, 1837 @ 6 months	276.30	
Book Debt taken from Ledger	<u>27.50</u>	363.30
Agnes Johnson Hartford Conn. Note dated Mar 5, 1840 @ 60 days	154.60	
Receipt of his draft on White Richards, dated Sept 7, 1837 at 6 mos in favor		
of W. H. Cary & Co.	150.00	
Book Debt taken from Ledger	<u>56.55</u>	377.68
Elhanah Hall New Haven Conn, Note dated Sept 13, 1837 at 8 months		281.50

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Simon Williams, Hartford Ct. Note dated Sept. 19, 1837 @ 6 months	132.00	60
Daniel Williams Boston Co. Worcester, Mass. Note dated Sept. 27, 1837 @ 6 mos	141.80	
" " " " " 3 "	<u>123.20</u>	270. 65
A. C. Williams & Co. New York Note dated Sept. 17, 1837 @ 6 months		257. 80
Wassall & Co. New York, Note dated Sept. 20, 1837 @ 6 months		186. 00
L. G. Hall New York, Note dated May, 1840 @ 15 months	17.57	
" " " " " 18 "	<u>15.58</u>	35 17
Henry Knott, New Britain Ct, Note dated May, 1840. @ 15 months	136.20	
" " " " " 18 "	<u>134.20</u>	269 40
S. L. Colby, New York Note dated May, 1840 @ 15 months	36.00	
" " " " " 18 "	<u>36.00</u>	72 00
H. K. Lewis & Co. Berlin Ct. Note dated Jan 30, 1840 @ 90 days	175.00	
" " April 5 " " " 3 months	<u>252.00</u>	
	427.00	
upon which has been paid the sum of	<u>172.56</u>	253. 44
Daniel Benjamin & Co. New York Note dated Jan 3, 1840 @ 60 days		204 00
George Jones, Witten Comb. Note dated March, 4, 1840 @ 60 days		200 00
upon which has been paid	3.75	
Addison Wilmarth & Co. New York Note dated Aug 15, 1839 @ 7 months	470.70	
" " Sept 7 " " " 4 "	449.29	
" " " 17 " " 3 "	<u>219.00</u>	1375 33
For the above items I am Addison Wilmarth & Co. hold as collateral and (it is understood) have executed the following Bills Receivable of White & Richards viz:		
James Boyer & Co. Boston, Ma. due March 30, 1840.	\$ 77.79	
Green Underwood Pleasant Hill Ma. due Mar 26, 1840.	667.73	
L. Simpson & Co. Kenner Ma. " " 27 "	<u>101.29</u>	
Morris Marvin & Co. New York, Note dated Nov 23, 1839 @ 6 months, endorsed by W. H. H. H.		

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P. Chapman, due April 26, 1840. 461.87

upon which has been paid the sum of 150.00

\$ 311.87

Side label March 18, 1840, 17 1/2 days, ending by White & Chapman, due May 22, 1840. 250.00 561.87

For the above March 18, 1840, she held as collateral security the following Bills Receivable of White & Richards.

Collins & Thurston, St Louis Mo due April 8, 1840 \$ 125.87

Conroy & Denton, Newark, Ohio due March 7, 1840 287.21

Conroy & Denton New York, Note dated Jan 2, 1840 @ 90 days 700.00

" " All 10 " " 10 months 932.50

\$ 1639.28

from which, deducting amount of merchandise given them Dec 24, 1840 understood to be in compromise of the above two notes, which notes however were not given up as no evidence of such compromise procured 242.45 698.75

Conroy & Denton, New York, Bank Note taken from Ledger for money loaned to retain (in part) as not paid them 268.16

L. C. Carter & Co New York, Note dated July 12, 1840 due on demand 4465.65

Life for Merchandise sold them Sept 2, 1840 3.00

For the above note L. C. Carter & Co holds as collateral security the following bills receivable of White & Richards, some of which are understood to be collected, viz:

Hunt & Brinton & Co, Rockford Illinois due May 2, 1840 71.80

Dyers & Dossy Jackson Mississippi due Dec 6, 1839 170.00

W. Johnson, Edge Salina Mo " March 7, 1840 216.70

Hamlin & Selig Concord N.Y. " " 21 " 147.22

H. S. Jones & Co New York " July 14 " 70.00

H. S. Jones & Co New York by J. Rowland Hartford Ct. due Oct. 19, 1840 150.00

J. P. Weston acceptance Danvers Mo due Mar 2, 1840 270.00

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Oliver B. Adams, New York dated July 6 1800.	337.58
do do " " " Oct 5 " "	109.22
Joseph S. Garden Sparta, Geo. due Sep 11 " "	82.42
Samuel Kay & Co Mason Geo. " " 16 " "	109.34
Woyars & Lyon, Tuscaloosa, Ala. " " 20 " "	94.00
Burke & Raschiffa Selma, Ala. " Nov 1 " "	120.00
Under the guarantee of Martin McNulty	
New York for	500.00
William J. Van New York, Balance unpaid on Am Bill	303.12
Crosby Kay & Co New York, Book Debt taken from Ledger	150.00
Granville White & Co " " " " " "	4.00
John Wilson " " " " " "	6.11
Clay Brown & Co " " " " " "	11.25
Butler & Clay " " " " " "	70.15
Sumner & Knapp Mobile, Ala. " " " " "	14.00
S. H. Hollinhead New York " " " " " "	35.62
Liang & Co " " " " " "	64.47
Samuel Saxon " " " " " "	26.00
Allen Foster Hartford Conn " " " " " "	53.63
Levi Cash & Co New York " " " " " "	1.15
Huntington & Strong & Co " " " " " "	1.20
Elias Starr " " " " " "	5.33
James Witherspoon " " " " " "	82.00
A. & S. H. Holman Mass " " " " " "	12.31
Hobbes & Colwell New York " " " " " "	39.29
Linnaeus H. Stevens do " " " " " "	32.00
J. Schmitt do " " " " " "	10.25

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D. W. J. Brown	New York	Book debt taken from Ledger	71	11
J. P. Williston	Northampton Mass.	" " " "	133	91
Olin B White	New York	for money loaned of him	539	13
James Latourette (decd)	do	Balance of Ledger Acct	24	59
J. M. Anderson	do	Balance of Acct due to him		
		Lease of Store No 2 Broadway about	250	00
John Shute (decd)	do	Balance of Acct due to him		
		Lease of Store No 135 Pearl St	100	00
Phelps Dodge & Co	do	Balance of Rent due to them		
		Lease of Store No 135 Pearl St	300	00
D. M. Henriquez	do	for money loaned of him	16	12
List of Bills Payable due to Olin B. White of the City of New York for White & Richards (consisting of your petitions, Thomas J. Richards' Notes endorsed by him to the following named persons, and the same paid by the said Olin B White, viz:				
Note dated May 1 1840 @ 12 mos to	Ret + Perdon		135	63
" " " " " "	St Burdick		90	50
" " " " " "	Geo Reed & Co		437	83
" " " " " "	Isaac Phillips		152	10
" " " " " "	L. C. Hall		53	45
" " " " " "	Haynes & Bank		61	77
" " " " " "	Henry North		175	93
" " " " " "	T. A. Helce		48	04

List of Liabilities of White & Richards (consisting of your petitions and Thomas J. Richards) on their Notes lent by them to sundry other men New York, (which (if it is uncollected) are now held by one due to the following named persons and individuals, viz:

So	J. B. Bess President of the North American Trust and Banking Co New York, White & Richards Note due Dec 25 1839 in judgment	983. 69
"	Merchants & Mechanics Bank Troy N.Y. White and Richards Note due Jan'y 2 1840 in judgment	1119 45
"	Thomas H. Young Cashier N.S. Bank in New York New York City White & Richards Note due Mar 11 1840 in judgment	450 00
"	Henry W. Root New York, White & Richards Note due Apr 1 1840 in judgment	1047. 61
"	Mitchell Alexander London, England, represented in New York by the Partner Edgar J. Deas Buildings White & Richards Note due Jan 21 1840	\$871. 17
"	" " " " Mar 20 "	1172. 69 2060. 81
	J. B. Bess Pres'r also holds White & Richards Note due July 26 1840 for	\$910. 00
	given to raise the note of	983. 69
	first named in this list both notes being retained by the Trust and Banking Co.	

List of White & Richards (consisting of your petitioners and Thomas J. Richards) Endorsements lent by them to M^cMully & Chapman & Maria M^cMully which (it is understood) are held by and due to as follows, viz:

Charles H. Ruple also New York City M ^c Mully & Chapman	Note endorsed by White & Richards due Jan 20 1840 in judgment	372 64
Assignee Wm Bagley New York City, M ^c Mully & Chapman	Note endorsed by White & Richards due Jan 29 1840	109 26

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McNulty & Chapman's acceptance of Henry & White's Draft given
out by White & Richards to the drawer as also to the holder
due July 26 1840 903 68

Walter Dean Company New York City, McNulty & Chapman's
note endorsed by White & Richards due Feb. 13 1840 in judgment 176 77

Bank of New York, New York City, Wash & Carwin's Note
to order of & endorsed by McNulty & Chapman, endorsed by
White & Richards, due Feb. 27, 1840 720 00

Charles Wickman, Philadelphia Pa. A McNulty's note
to order of & endorsed by McNulty & Chapman, & endorsed by
White & Richards, due Jan. 30 1840 in judgment 32 04 29

Carwin McNulty's Note to order of & endorsed by White & Richards
due Mar 29, 1839 2572 00

The payment of this last Note was contested at Law and judgment obtain-
ed there against White & Richards for 1500 dollars & expenses of suit

The following described Note of White & Richards (consisting of
your petition & Thomas J. Richards) was lent by them & endorsed
by James A Hoyt, New York, & is now held by the Merchants
Exchange Bank, New York City, White & Richards note dated
July 1, 1840, at 90 days \$100 00

The following described *Spitalitas* & any other new instruments
under which your petition may yet remain as endorser (conjointly
with Thomas J. Richards) in White & Richards Bills recurrently
negotiated by them with & sold to J. R. A. Schenck Exchange Broker
New York City prior to May 1, 1840, viz: Pearce & Roberts Cherry-
ville La. Note dated Aug 1 1836 at 9 months 288 58

Benjamin T. Brown Amsterdam N.Y. Note dated

Oct. 27, 1836, at 6 months.

419 | 50

Any Liabilities (now unincumbered) under which your petitions may remain as endorser (conjointly with Thomas F. Richards) on White & Richards Bills Receivable negotiated by them with & sold to J. D. & S. Josephs, Exchange Brokers New York City prior to May 1, 1840.

Any Liabilities (now unincumbered) under which your petitions may remain as Endorser (conjointly with Thomas F. Richards) on White & Richards Bills Receivable negotiated by them with & sold to J. L. Brunster, Callers New York City prior to May 1, 1840.

Any Liability under which your petitions may yet remain as endorser (conjointly with Thomas F. Richards) on an unpaid Note of G. H. Lyons Notchey Miss. for
dated Aug 3 1838, payable at 6 months after date, at the Planters Bank at Notchey Miss, to the order of & endorsed by White & Richards, which note was deposited by them for collection with the North American Trust & Banking Company New York City, said White & Richards having subsequently received from said Company the amount of said Note less the exchange & Commission for collecting charged by said Company. | 490 | 20

Indebtedness of your Petitioner (conjointly with Thomas F. Richards, under the firm of White & Richards) to the following named Attorneys at Law for their professional services and advances commissions & for expenses of suits at Law and costs of Court in certain cases incurred upon sundry Bills Receivable & Book Debts due to said firm of White & Richards which were intrusted by said firm to the said Attorneys for collection at sundry times, but as accounts of the same have not been rendered the

respective amounts of the same are enclosed, viz:

To T. Gill, Shoter, Irvington, Ala.

" Spruigt Goodrich, Chicago, Ills.

" J. B. Wheeler, Post Gibson, Miss.

" Robt. Cook, Lexington, Miss.

" A. S. Baldwin, Montgomery, Ala.

" Wings Wells, Tawas, Mich.

" G. B. Frison, Tilden, Ala.

" Murphy & Jones, Erie, Ala.

" Peck & Clark, Tuscaloosa, Ala.

" A. A. Gamble, Madisonville, Miss.

" T. S. & S. P. Sherris, Clinton, La.

" Lyon & Harv, Demopolis, Ala.

" B. F. Porter, Tuscaloosa, Ala.

The alleged claim against the firm of White & Richards (consisting of your Petitioner & Thomas J. Richards) for money (amount about \$200) lent to them appearing on the books of M^r Nutty & Chapman New York, but which is not acknowledged or admitted by your Petitioner.

The atom described by Joseph J. White this day appeared before me & in my presence subscribed the foregoing schedule, and by his oath duly administered by me to him verified the same.

New York, July 20, 1842.

William W. Campbell

Commissioner

Schedule B' referred to in the annexed Petition
 List of Bills Receivable and Book Debts due to the Petitioner and
 Thomas J. Richards (transacting business in the City of New York
 under the firm of White & Richards) on the Eighteenth day of
 May A.D. 1842) and which were assigned by the said firm of
 White & Richards to Charles J. Richards, Brooklyn Kings
 Co. N.Y. by deeds of Assignment bearing date 15th May 1842.

M. H. & T. W. Rogers	Jacksonville Ala	Nov 19 1836	52	53
T. M. Dickson	Porter N.C.	" " Feb " "	47	11
Haynes & Tobey	Tacombia, Ala.	" " Mar 19 1837	38	35
Davis & Burgefs	Chicago, Ill.	" " Nov 10 1836	93	80
Funk & Mantz	Wooster Ohio	" " Jan 18 1837	46	85
Henry Dicks	New York City	" " Nov " 1836	99	00
Clark & Averill	Michigan City, Ind.	" " Feb 7 1837	109	40
J. M. Strong	Linden Ala	" " Mar 18 "	54	22
T. Francis & Co	Gainesville Ala	" " " 19 "	77	59
Carlton & Cleans	Madisonville Miss	" " July 8 "	435	45
J. C. Johnson & Co	Grandon Miss	" " Oct 13 "	265	32
Richardson & Boyd	McNabron Pa	" " Apr 30 "	32	12
M. L. Windsor & Co	Merline Miss	" " Feb 15 "	60	47
F. A. Spaulding,	Lockport N.Y.	" " May 7 "	56	92
L. W. Young,	Demopolis Ala	" " Oct 10 "	102	70
W. Collins & Co	Fremainsville Ohio	" " Feb 4 1838	150	63
John C. Morris	Past Mo	" " Feb " "	125	58
Jacob Baker	Chatahoochee Fla.	" " " 17 "	135	10
Justin Gunn & Co	Dexter N.Y.	" " Apr 19 "	99	83
F. B. Marchall	Natchez Miss	" " July 1 "	2350	05
Leah & Goddards	Natchez Miss	" " Aug 20 "	230	53

J. A. Caldwell, Dentons Landing, Ala.	Note due	Oct 21 1838	165	57
T. J. Sisco Clinton, Mich	" "	Nov 2 "	79	97
W. Knight Redway Miss	" "	Jan 30 1839	507	00
G. Willman, Tignoa, Ohio	" "	March "	115	47
R. J. Cherry Selma Mich	" "	Feb 2 1839	\$182.13	
of which has been received			<u>106.12</u>	76.01
B. S. Bledsoe McCreas, Ketchug Miss	Note due	Mar 3 1839	344	25
F. H. Endicott, Princeton Miss	" "	" 7 "	148	72
Box 1 Holiards Chapel Hill N.C.	" "	" 15 "	31	18
A. M. Sulyan Lexington Miss	" "	May 25 "	514	16
Tratten & Fisher Lexington Miss	" "	" 27 "	365	25
Saml Whifford & Van Dyck, Tuscaloosa Ala.	" "	Sept 11 "	130	72
W. S. Peatt Fayetteville Geo	" "	" 15 "	16	01
John A. Bell, Cherokee Nation Fla.	" "	Apr 16 1840	\$21.25	
of which has been received			<u>5.00</u>	16.25
John Ridge Cherokee Nation, Ark	" "	Apr 20 1840	\$211.25	
of which has been received			<u>100.55</u>	110.70
W. H. Kitchin Cleveland Ohio	Note due	Sept 16 1839	\$190.00	
do do do	" "	Jan 10 1840	<u>192.51</u>	382.51
G. Rockwell & Co Milwaukee W. T.	" "	" 30 "	\$215.56	
of which has been received			<u>100.00</u>	115.56
C. R. Baker of Milwaukee W. T.	Note due	Jan 20 1840	\$310.75	
of which has been received			<u>75.00</u>	235.75
G. A. Kinney Buffalo Miss	his acceptance of G. B. Corandell			
	Draft due	Jan 21 1840	\$565.09	
of which has been received			<u>25.00</u>	540.09
Syer & Porter Jackson Mich.	Note due	Feb 6 1840		171.00

5082
1483

L. S. Pattison	Tuscaloosa Ala	Note due Jan 17 1840	175 60	
J. H. Dobbins	Satchez Miss	" " Feb 29 "	322 75	
John W. Kay	Livingston Ala	" due Apr 1 1839	236 00	
		Exh of Protest thereon	5 00	241 00
Dole & Howards	Buffalo Miss	Note due, under which bonds		
		Howards has been released		59 81
Mankey Ruffe	Tuscaloosa Ala	Note due Apr 19 1838	106 03	
		of which has been received	58 00	58 03
Neede Johnson & Co	Vernon, Geo.	Note due Aug 22 1836	207 07	
		Exh of Protest thereon	4 25	211 32
S. A. Charlessiff	Clinton Miss	Note due March 27 1837	286 50	
do	do	" as per Ledger	42 53	299 33
Wiley J. Deanny	Tuscaloosa Ala.	" Oct 16 1838	225 07	
		Exh of Protest thereon	2 00	227 47
Marrison & Maywoods	Greensboro Ala	Note due Mar 7 1837	162 96	
		Exh of Protest thereon	4 00	167 42
Gully Maurice & Co	Wainsville Ala.	Note due Feb 19 1837	120 67	
		Exh of Protest thereon	3 75	124 42
Fisher & Johnson	Waynesville Ala.	Note due Oct 2 1836	88 60	
		Exh of Protest thereon	5 93	92 53
Tony & Ellis	Livingston Ala	Note due Mar 7 1837	154 75	
		Exh of Protest thereon	5 00	159 75
Phillips White & Co	Alexon, Ohio	Note due Oct 8 1837	200 00	
do	do	" as per Ledger	11 96	211 96
Tyffe & Brown	Spring Hill Miss	Note due Sep 20 1836	59 92	
		Exh of Protest thereon	4 25	64 17

J. Gibson Port Gibson Miss. Note due Jan 24 1837	243.25	
Exh of Protest thereon	<u>47.5</u>	248.00
W. S. Sherwood Abbeville, Miss. Note due Jan 30 1837	257.42	
of which has been received	<u>100.00</u>	157.42
M. King of Brooklyn N.Y. balance of aca. p. Edgn	161.73	
Garrison & Ryan Prairie Bluff, Ga. Note due Jan 30 1838	217.25	
Exh of Protest thereon	<u>2.00</u>	219.25
W. Freeman to same Bluff Ga. Note due Sept 24 1838	129.54	
Exh of Protest thereon	<u>2.00</u>	131.54
J. N. Post & Co Millidgeville Va. Note due July 11 1839	302.69	
Exh of Protest thereon	<u>3.23</u>	307.94
W. H. Geign & Bro. Clinton, Miss. Note due Apr 26 1837	317.19	
Exh of Protest thereon	<u>37.5</u>	320.94
George Johnson, Lockport N.Y. Note due Feb 10 1837	131.00	
Exh of Protest thereon	<u>17.5</u>	133.15
John Muntry Tuscaloosa Ala. Note due June 22 1837	116.77	
Exh of Protest thereon	<u>2.00</u>	118.77
K. L. Walker, Brooklyn, Miss. Note due Sept 16 1838	302.70	
of which has been received	<u>20.00</u>	302.70
W. Brown & Fitch Lexington, Miss. Note due Aug 7 1837	419.09	
of which has been received	<u>275.50</u>	143.59
Wells & Lucy, New Orleans Ala. Note due Oct 10 1837	74.12	
Exh of Protest thereon	<u>2.00</u>	76.12
Samuel & Gottlieb Schuman Mich. Note due July 21 1838		
Endorsed by Edward Bissell & F. Bissell		995.12
J. Laughlin to Port Hudson La. Note due Oct 29 1837	563.56	
Exh of Protest thereon	<u>5.25</u>	569.11

Duckens & Sanders	Angilla, La.	Note due Oct 24 1837	159.76	
		Ex of Protest thereon	<u>4.50</u>	164.26
A. A. Hutchins & Co	Gainsville Ala.	Note due Aug 30 1837	209.85	
		Ex of Protest thereon	<u>2.00</u>	211.85
Mayer & Maynes	Lexington, Miss	Note due June 15 1837	300.05	
		Ex of Protest thereon	<u>5.50</u>	309.55
Henry A. Ely	Port. Gibson Miss	Note due Aug 28 1837	440.52	
		Ex of Protest thereon	<u>5.50</u>	446.02
Lees & Methunas	Novus, Mich	Note due Nov 12 1837	165.83	
do	do	Acct as per Ledger	<u>9.63</u>	175.46
J. Methunas & Co	Marshall, Mich.	Ac as per Ledger		167.07
Drown & McCulcheon	Lexington, Miss	Note due June 4 1838.		170.85
Edgington & Williams	do do	" " Nov 17 1837	227.46	
		Ex of Protest thereon	<u>4.50</u>	231.96
Ira Aldrich,	Palmyra, Mich,	Note due Feb. 27 1837	51.03	
		Ex of Protest thereon.	<u>3.25</u>	54.28
Jackson & Gammon	Irwinton, Ala.	Ac as per Ledger		103.80
J. C. Caldwell's son	Rochester N.Y.	" " "		278.76
Edward Aitbresh,	New York City	" " "		97.50
Nychoff & Ferguson	Selma, Ala.	" " "		86.09
Mountington & Co	New York City	" " "		113.113
Whitman & Hubbard	Montgomery Ala	" " "		54.52
McKey Williams & Co	Covington Tenn	" " "		53.25
J. D. Palmer & Co	Clinton Mich	" " "		51.20
Harmond Macy & Hall	New York City	" " "		231.50
Estate of G. G. Henry	Mobile, Ala.	Ac " per Ledger	682.40	
		of which has been received	<u>158.15</u>	524.25

Battle + Dickinson	Crawfordsville Geo. Yc. as per Ledger	31	00
Aisen + Gibbs	Columbus Miss " " "	92	01

List of Bills Receivable due to the Petitioner and Thomas F Richards transacting business in the City of New York under the firm of White + Richards on the eighteenth day of May AD 1840, and which were assigned by the said firm of White ^{and} Richards to Oliver B White of the City of New York, by Deeds of assignment bearing date the eighteenth day of May A. D. 1840. viz:

A. S. Miller + Bros	Natchez Miss Note due Jan 29. 1839.	240	15
	Exp of Protest thereon	<u>4.75</u>	244.90
A. W. Kenzie	Irvington Ala. Note due Aug 2. 1839.	337	88
	Exp of Protest thereon	<u>5.75</u>	343.63
Sheldon + Wheel	Shrewport La Note due Mar 11. 1839.	185	98
	Exp of Protest thereon	<u>5.50</u>	191.48
Woot + Woods	Irvington Ala. Note due Sep 12. 1839.	245	00
	Exp of Protest thereon	<u>5.75</u>	250.75
Thomas W. Price	Dayton Marsengo Co Ala. Note due Jan 1840	258	80
Rich Brown + Co	Gallatin Miss Note due Mar 17 1840	293	06
Wm Brown + Co	New Orleans La. Acceptance of P. P. Brown's draft due March 4. 1840.	277	11
G. M Lyons	Natchez Miss Note due Feb 6. 1840	69	00
	Of which said O. B. White has received	<u>53.51</u>	163.23

List of Bills Receivable endorsed by White + Richards (consisting of

your petitioners + Thomas F Richards which were given by them to Masters Mastock + Co of the City of New York as collateral security for the payment of White + Richards two notes due to them hereinbefore mentioned, in Schedule A and are to be accounted for by the said Masters Mastock + Co viz:

Collins, Thurston St Louis Mo, Note due April 8 1839	1355.87
--	---------

Gouven + Berkey Newark Ohio Note due March 17. 1840.	289.21
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List of Bills Receivable endorsed by White + Richards (Consisting of your petitioners + Thomas F Richards, which were given by them to Addison Wilmarth + Co of the City of New York, as collateral security for the payment of White + Richards three notes due to them herein before mentioned (in Schedule A) and to be accounted for by the said Addison Wilmarth + Co. viz:

Amos Brazer + Co Benton Ala, Note due Mch 13 1840	99.77
Green Hindwood Pleasant Hill Ala, Note due Mch 26. 1840	667.73
L Simpson + Co Vernon Ala, Note due Mch 29. 1840.	161.29

The following described notes en-

Endorsed by White + Richards (Consisting of your petitioner + Thomas F Richards) is held by the Seventh Ward Bank of the City of New York as collateral security for the payment of White + Richards Note herein before mentioned (in Schedule A) due to Isaac Phillips and held by said Bank and is to be accounted for by the latter - viz:

John E. Lewis Gainsville Ala.		
Note due April 10 1840	561	41

List of Bills Receivable Endorsed by White + Richards (Consisting of your petitioner + Thomas F Richards,) which were given by them prior to May 1 A.D. 1840 to L. C. Carter + Co, of the City of New York as collateral security for the payment of White + Richards Note hereinafter mentioned (in Schedule A) due to the said L. C. Carter + Co and which are to be accounted for by them viz:

Ryer + Derby Jackson Mich		
Note due Dec 6 1839	170	00
Wm Johnson & Co Selma Ala.		
Note due Mch 7 1840	216	90
Hamblin + Shelby Concord Ky		
Note due March 21 1840.	107	22
Kent + Brinkerhoff Rockford Ill.		
Note due May 11 1840	91	80

J. M. Snow Elmira N.Y.

Note due July 19, 1840	70 00
A Kenlow (Endorsed by J. H. Gann, Hartford Ct. Note due Oct 19 1840	155 55
Oliver B. Hinman New York City Note dated July 6, 1840.	337 58
Oliver B. Hinman New York City Note dated Oct 5 1840	119 22
J. B. Guidor Sparta Geo. Note dated Sept 11, 1840	82 43
S. J. Ray Macon Geo. Note dated Sept 10 1840	109 34
Aogan & Lyon Tuscaloosa Ala Note dated Sept 20 1840	94 00
Burke & Rascliffe Prairie Bluff Ala Note dated Nov 11 1840	120 02
J. J. Fortlers acceptance Tuscaloosa Ala endorsed by A. Baule Freemy Bralcy & Mihers due March 11 1841	270 15
Also Martin McNulty's Guarantee to L. C. Carter & Co for	1500 00

List of Bills Receivable and 1 Book
Debts due to the Petitioner & Thomas
H. Richards (transacting business under
the firm of White & Richards) on the 27th
day of April A. D. 1840 as taken from
the Books. viz:

Cubatson Robert Lancaster Ohio		
Note due Jan 23 1840	286	12
Flanning Wood Natchez Miss		
Up as per Ledger transferred from J. & L. Brewster New York	110	00
Uchrist Bedford Maynville Ala		
Up as per Ledger	27	66
Nathan Crosby Newbernport Miss		
Up as per Ledger	17	46
Walter Webb & Co Meriden Conn.		
Up as per Ledger	12	96
F. L. Wilsey New York City		
Up as per Ledger	25	41
Wm. H. Dary & Co New York City		
Up as per Ledger	15	75
L. B. Manhatt Natchez Miss		
Up as per Ledger	11	59
W. S. Stith Raleigh N. C.		
Up as per Ledger	16	34
R. H. Butler Columbus Ohio		
Up as per Ledger	26	33
Temple Hall, New York City		
Note due Jan 11 1840	107	00
Estate of J. P. Richards Norwich Ct		
Up as per Ledger	35	00
L. A. Stodge New York City		
Up as per Ledger	7	63

M. Mully & Chapman	New York City	
Ac as per Ledger		117 00
Marvin M. Mully	New York City	
Ac as per Ledger		29 00
H. Kelley	New York City	
Ac as per Ledger		3 60
Mrs. Martin	New York City	
Ac as per Ledger		15 90
M. A. Merrill	New York City	
Ac as per Ledger		10 27
P. P. Johnson	Fayetteville N.C.	
Ac as per Ledger		17 00
Russell White	New York City	
Ac as per Ledger		17 07
Wm. Johnson & Co	Selma Ala	
Ac as per Ledger		7 51
Geo. Brazu & Co	Benton Ala	
Ac as per Ledger		1 50
J. G. Baldwin		Ac as per Ledger
		1 57
Hurlbut & Starr	" " "	11 62
Morris Thomas	Charleston S.C.	
Ac as per Ledger		3 75
S. A. Hart	Middletown Ct.	
Ac as per Ledger		63
Jo ^s Nelson	Erie Penn	Ac as per Ledger
		119 39
Male Holt & Clark	New York City	
balance due for Rent of Store No 2		
Bedlar Street to May about		250 00

Inventory of your petitioners wearing
 Apparel and other effects viz:
 One Cloak, Two Coats three pair Cassimer
 Four pair of drilling pantaloons - One satin
 one cloth, Two Summer Vests - Nine Shirts
 Four pair of drawers, three undershirts twelve
 pair of stockings Eight Pocket Handkerchiefs two silk
 Cravats ten linen collars two pair boots
 One fur & one Leghorn Hat One umbrella,
 One trunk, One valise one carpet bag
 two Bag one furnished dressing case
 value \$ of 1 Pencil case, One penknife one cloth
 Cap, A military uniform a fatigue dress a
 musket and other equipments as a member
 of the Eighth Co 27th Regt N.Y. State Artillery
 1 Copy of Bancrofts History of the United States 2 vols
 1 " " Blake's Biographical Dictionary 1 "
 1 " " Stevens Travels in Egypt 2 "
 1 " " " " " " " " " " " " 2 "
 5 Vols N.Y. Mirror 1833 to 1838
 3 " Scenes in Switzerland England &c
 One watch and chain pledged to William
 Sabine New York for 80 dollars loaned of
 him on them.

The above named
 Joseph S White
 appeared before me
 and in my presence

the foregoing
schedules & by his
oath duly admin-
istered by me to
him verified the
same.

New York July 20th 1842

William W. Campbell
Commissioner

(Endorsed)

United States Dist Court for the
Southern Dist N.Y. In Bankruptcy

In the matter of Joseph T. White a
Bankrupt. Petition & Schedules.

Geo Brinkhoff Attorney No 67
Nassau Street New York

Filed July 28. 1842. Evt

Show cause Sept 3, Put in 20 days

S. R. B.

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. Bells Judge of the said Court

at the City of New York, in the
Southern District of New York, this
fifteenth day of August in the
year of our Lords One thousand Eight
hundred and fifty nine and of our
Independence the Eighty fourth
Geo F Betts

Clerk.

I Samuel R Betts. Judge of the
said District Court do hereby cer
tify, that the foregoing Exemplifica
tion is in due form of law.

Sam R. Betts.

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
writings there, remaining of record, in the words and
figures following, to wit:—

Filed this Nineteenth day of March 1842

In Bankruptcy

At a District Court of the United States of America, held for the Southern District of New York, at the City Hall of the City of New York, on Saturday the Nineteenth day of March in the year One thousand eight hundred ^{and} forty two

Present Samuel R Betts District Judge

In the Matter of }
 Frederick G Bull } Decree of Bankruptcy.
 Bankrupt }

Frederick G. Bull of the City of New York, Clerk
 _____ having on the Twelfth day of February
 last past, filed a petition _____

duly verified, praying to be declared a Bankrupt;
 and satisfactory proof being made of due publication
 of notice to all persons interested, to appear in Court,
 and show cause against said petition; and the Court
 being now moved to grant the prayer of said petition,
 and no cause being shown to the contrary, and the pe-
 tition, and proofs having been inspected and considered
 by the Court, and having been found in conformity with
 the requirements of the Act of Congress; It is thereupon,
 on motion of M^{rs} E. H. Stoughton _____ of counsel for
 the petitioner, Ordered ^{and} Decreed by the Court,

1498

That the said Frederick G. Bull, _____
do and he is hereby declared and decreed a Bankrupt,
pursuant to the Act of Congress, entitled "An Act to estab-
lish a uniform system of Bankruptcy throughout the United
States" passed August 19th, 1841.

And it is furthermore ordered by the Court, that the
Clerk certify, and deliver this Decree to William C. H.
Whaddell the official, or general assignee in Bankruptcy,
appointed and designated under the rules and regulations
of the Court.

Filed, this Twenty-second day of June 1842

In Bankruptcy

At a District Court of the United States of America,
held for the Southern District of New York, at the City
Hall of the City of New York, on Wednesday the
Twenty-second day of June in the year One thousand
Eight hundred ^{and} forty two-

Present, Samuel R Betts, District Judge.

In the Matter of
Daniel Pomeroy, Junior
Bankrupt

Decree of Bankruptcy.

Daniel Pomeroy, Junior, of the City of New York
Merchant, _____ having on the nineteenth day of
May last past, filed a petition _____
duly verified, praying to be declared a Bankrupt; and
satisfactory proof being made, of, due publication of
notice to, all persons interested, to appear in Court,
and show, cause against said petition; and the Court
being now moved to grant the prayer of said petition,
and no, cause being shown to the, contrary, and the
petition, and proofs having been inspected ^{and} considered
by the Court, and having been found, in conformity
with the requirements of the Act of Congress; It is there-
upon, on motion of Mr. Orsamus Bushnell _____
of, counsel for the petitioner, Ordered ^{and} Decreed
by the Court, that the said Daniel Pomeroy Junior
_____ be and he is hereby declared ^{and}

1499

1500
decreed a Bankrupt, pursuant to the Act of
Congress, entitled "An Act to establish a uniform system
of Bankruptcy throughout the United States" passed
August 19th, 1841.

And it is furthermore, ordered by the Court, that
the Clerk certify ^{and} deliver this Decree to William
C. H. Waddell the official, or general assignee in
Bankruptcy, appointed ^{and} designated under the rules
and regulations, of the Court

No 5

Filed, this Fifth, day of September 1842

In Bankruptcy.

At a District Court of the United States of America,
held for the Southern District of New York, at the City
Hall of the City of New York, on Monday the Fifth
day of September in the year One thousand Eight
hundred and forty-two.

Present Samuel R. Betts, District Judge.

In the Matter of }
Joseph T. White } Decree of Bankruptcy.
Bankrupt }

Joseph T. White of the City of New York
dox _____ having, on the Twenty-eighth
day of July last pasted, filed a petition _____
_____ duly verified, praying to be declared
a Bankrupt; and satisfactory proof being made of
due publication of notice to all persons interested, to
appear in Court, and show cause against said petition;
and the Court being now moved to grant the prayer
of said petition, and no cause being shown to the
contrary, and the petition, and proofs having been
inspected and considered by the Court, and having
been found in conformity with the requirements of the
Act of Congress; It is thereupon, on motion of Mr
Geo Brinckerhoff _____ of counsel for
the petitioner, Ordered and Decreed by the Court,
that the said Joseph T. White _____

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be and he is hereby declared ^{and} decreed a Bankrupt, pursuant to the Act of Congress, entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed August 19th. 1841

And it is furthermore ordered by the Court, that the Clerk, certify ^{and} deliver this Decree to William C. N. Waddell, the official, or general assignee in Bankruptcy, appointed ^{and} designated under the rules and regulations of the Court.

No 6

Filed, this Fifth day of September 1842

In Bankruptcy.

At a District Court of the United States of America, held for the Southern District of New York, at the City Hall of the City of New York, on Monday the Fifth day of September in the year Our thousand Eight hundred and forty two -

Present Samuel R. Betts. District Judge.

In the Matter of
Thomas F. Richards
Bankrupt

} Decree of Bankruptcy.

Thomas F. Richards of Brooklyn, Kings County, Clerk
having on the Twenty eighth, day of July last past, filed a petition duly verified, praying to be declared a Bankrupt; and satisfactory proof being made of due publication of notice to all persons interested, to appear in Court, and show cause against said petition; and the Court being now moved to grant the prayer of said petition, and no cause being shown to the contrary, and the petition ^{and} proofs having been inspected and considered by the Court, and having been found in conformity with the requirements of the Act of Congress; It is therefore, on motion of Mr Geo Brinckerhoff of counsel for the peti-

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Verdict, Ordered ^{and} Decreed by the Court, that the
said Thomas F. Richards _____

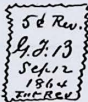
be and he is hereby declared a Bankrupt, pursuant
to the Act of Congress, entitled "An Act to establish
a uniform system of Bankruptcy throughout the United
States," passed August 19th, 1841

And it is furthermore, ordered by the Court,
that the Clerk, certify and deliver this Decree
to William C. H. Waddell, the official or general
assignee in Bankruptcy appointed ^{and} designated
under the rules and regulations of the Court.

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 Twelfth day of September in the year
of our Lord One thousand Eight hundred
and sixty-four and of our Independence
the Eighty ninth



Geo F Betts

Clerk

I Samuel R Betts Judge of the said District
Court, do hereby certify, that the foregoing Exempli-
fication is in due form of law.



Sam R Betts.

State of New York }
City of Brooklyn, County of Kings }

U. S. Revenue
5¢ Stamp
cancelled

Louisa Compton of the City of Brooklyn and State of New York being first duly sworn says that she is informed and believes Henry King now deceased but formerly a resident of the City of Chicago and State of Illinois, and who is the same Henry King named in a certain suit in Chancery now pending in the Superior Court of Chicago in the County of Cook and State of Illinois wherein one David Gibson is Complainant and Edward Eldridge Jr Ann G. King and Others are Defendants, became indebted in the year A.D. ^{Eighteen} One thousand eight hundred and thirty six to Hasbrouck and Buck a Firm doing business in the City of New York at that time by reason of goods sold and delivered at that time by the said Hasbrouck and Buck to the said Henry King. This Affiant further states that to the best of her information and belief said indebtedness amounted in December A.D. ¹⁸³⁶ One thousand eight hundred and thirty six to about the sum of six hundred and nine $35/100$ Dollars and that the same has never been paid either in whole or in part either by the said King or any one for him

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This ^{affiant} Affidavit further states that the said indebtedness has been sold and transferred by the said Hasbrouck and Buck, and at this time this Affiant is the Owner of the same by assignment.

And this Affiant states positively that said indebtedness has never been paid to her by any one either in whole or in part, and that she has reason to believe and does believe that the indebtedness above named was justly due and owing as above stated to the said Hasbrouck and Buck and that the same has never been paid by the said King or any one for him either in whole or in part, and that the same is now a justly valid and subsisting indebtedness against the said King and against his estate.

And this Affiant further states that the said Henry King also was indebted in the year A.D. ¹⁸³⁸ One thousand eight hundred and thirty eight to ^{Pomeroy} ~~Powers~~ and Bull a Firm doing business in the City of New York at that time by reason of goods sold and delivered at that time by the said ^{Pomeroy} ~~Powers~~ and Bull to the said Henry King. This Affiant further states that to the best of her information and belief said indebtedness amounted in January A.D. ¹⁸³⁸ ~~One thousand eight hundred and thirty eight~~ to about the sum of eighteen hundred Dollars, and

● that the same has never been paid either in whole or in part either by the said King or any one for him

This Affiant further states that the said indebtedness has been sold and transferred by the said ^{Pomeroy} Powers and Bull and that at this time this Affiant is the Owner of the same by assignment, and this Affiant states positively that the said indebtedness has never been paid to her by anyone either in whole or in part, and that she has reason to believe and does believe that the indebtedness above named was justly due and owing as above stated to the said ^{Pomeroy} Powers and Bull and that the same has never been paid by the said King or any one for him either in whole or in part, and that the same is now a just and valid and subsisting indebtedness against the said King and against his estate.

This Affiant further saith that this affidavit is made by this Affiant as a creditor claiming under the Order or Decree entered heretofore in the cause above named, and that she intends proving her said claims or demands thereunder

Louisa Compton.

United States of America.
State of New York.
County of Kings
City of Brooklyn.

b.b.

Be it remembered that on this Fifth day of July A.D. ¹⁸⁶⁴ ~~One thousand eight hundred and sixty four~~, Before me David Barnett, a Notary Public in and for the State of New York in the City and County aforesaid duly commissioned and dwelling therein personally appeared Louise Compton the person described in the foregoing Affidavit, who being by me duly sworn did depose and say that she has heard read the foregoing Affidavit and knows the contents thereof, that the facts therein stated are true.

U.S. Revenue
5¢ Stamp
cancelled

(L.S.)

In testimony whereof I have hereunto set my hand and affixed my Official Seal the day and year last above written

David Barnett
Notary Public
Kings County

6600
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The people of the State of New York by the
Grace of God free and independent.

To all to whom these presents shall come
or may concern, Greeting

Know ye,

That we having inspected the records and
files in the Office of the Clerk of the City and
County of New York and Clerk of the Supreme
Court of said State, for said County do find a
certain Judgment Roll there remaining which
is in the words and figures following, to wit:

New York Supreme Court

Please before the Justice of the
Supreme Court of Judicature of the
People of the State of New York at
the City Hall of the City of New York
of May term in the Year of Our
Lord One thousand eight hundred
and thirty three.

Witness, John Savage Esquire Chief Justice
W. P. Hallett Clerk.

City and County of New York, ss.

Be it remembered that on the first
Monday of January last past at the capital in
the City of Albany before the Justices of the
Supreme Court of Judicature of the People of the
State of New York came Joseph D. Beers William
L. Booth and Isaac R. St John by William Van

Took their Attorney and brought into the said Court before the aforesaid Justices thereof then there, their certain Bill against Henry King being in custody and kept plea of trespass in the cause which said Bill follows in these words to wit

City and County of New York, Joseph D. Beers William L. Booth and Isaac R. St. John Plaintiffs in this suit by William Van Hook their Attorney complain of Henry King Defendant in this suit being in custody &c of a plea of trespass in the case For that whereas the said Plaintiffs were at the several days and times hereinafter mentioned are Copartners in Trade and Commerce under the name and Firm of "J. D. Beers &c" to wit at the City and County of New York and that whereas certain persons using the name and Firm of "Doliver Walker" at Mobill in the State of Alabama to wit at the City and County of New York, and also For that whereas one Jacob Walker heretofore to wit on the first day of September in the year of Our Lord One thousand eight hundred and twenty eight at New York to wit at the City and County of New York made a certain Bill of Exchange in writing bearing date the day and year aforesaid and then and there directed the said Bill of Exchange to the said persons carrying on Trade and Commission under

the said name and firm of Dolive and Walker by the name and description of Messrs Dolive & Walker, Mobile by which Bill of Exchange the said Jacob Walker then and there requested the said persons so using the said name and Firm of Dolive and Walker nine months after the date of the first of Exchange second and third unpaid to pay to the said Defendant or Order the sum of Five Hundred and eleven $\frac{43}{100}$ Dollars and charge the same to him the said Jacob Walker for value received And the said Defendant to whom or to whose order the payment of the said sum of money in the said Bill of Exchange specified was to be made as aforesaid afterwards and before the payment of the said sum of money mentioned in the said Bills of Exchange or any part thereof and also before the time limited and appointed by the said Bill of Exchange for the payment thereof to wit on the same day and year and at the place aforesaid endorsed the said Bill of Exchange in writing and by that endorsement ordered and appointed the contents thereof to be paid to the said Plaintiffs or order and then and there delivered the said Bill of Exchange so endorsed to the said Plaintiffs which said Bill of Exchange the said persons so using the name and Firm of Dolive and Walker or one of them for himself and the other of them and

for and on account of their said Partnerships
upon presentation and right thereof accepted to
pay according to the tenor and effect thereof

And the said Plaintiffs aver that afterwards
when the said Bill of Exchange became due
and payable according to the tenor and effect
thereof to wit on the fourth day of June in the
year of Our Lord One thousand eight hundred
and twenty nine at Mobile aforesaid the said Bill
of Exchange was presented and shown to the said
persons so using the name and Firm of Dolive and
Walker for payment thereof who then and there
were requested to pay the said sum of money
therein specified according to the tenor and effect
of the said Bill of Exchange of their acceptance
thereon and of the endorsement thereon made as
aforesaid but that the said persons so using the
name and firm of Dolive and Walker did not
nor would at the ~~same~~ ^{said} time when the said
Bill of Exchange was so presented and shown to
them for payment thereof as aforesaid or at
any time afterwards pay the said sum of money
therein specified or any part thereof but wholly
neglected and refused so to do of all which said
several premises the said Defendant afterwards
to wit on the day and year last aforesaid and at
the place aforesaid had notice By reason whereof
and according to the usage and custom of

Merchants the said Defendant then and there became liable to pay to the said Plaintiffs the said sum of money in said Bill of Exchange specified when the said Defendant should be thereunto afterwards requested and being so liable the said Defendant in consideration thereof afterwards to wit on the same day and year last aforesaid and at the place aforesaid undertook and then and there faithfully promised the said Plaintiffs to pay unto the said Plaintiffs the said sum of money in the said Bill of Exchange specified when the said Defendant should be thereunto afterwards requested.

And whereas also the said Defendant afterwards to wit on the fourth day of June in the Year of our Lord one thousand eight hundred and twenty nine at the place aforesaid was indebted to the said Plaintiff in sum of One thousand dollars lawful money of the United States of America for so much money before that time lent and advanced by the said Plaintiffs to the said Defendant and at the special instance and request of the said Defendant, And for other money by the said Plaintiffs before that time paid laid out and expended for the said Defendant and at the like request of the said Defendant, And for other money by the said Defendant before that time had and received to and for the use of the

said Plaintiffs And being so indebted the said
● Defendant in consideration thereof afterwards ~~on~~
to wit on the same day and year last aforesaid
and at the place aforesaid undertook and then
and there faithfully promised the said Plaintiffs
well and truly to pay unto the said Plaintiffs
the said sum of money in this count mentioned
when the said Defendant should be thereunto
afterwards requested And whereas also the said
Defendant afterwards to wit on the same day and
year aforesaid and at the place aforesaid
accounted together with the said Plaintiffs of and
concerning divers other sums of money before that
time due and owing from the said Defendant
to the said Plaintiffs and then and there being
in arrear and unpaid and upon such accounting
the said Defendant then and there was found to
be in arrear and indebted to the said Plaintiffs
in the further sum of One thousand Dollars
of like lawful money as aforesaid And being so
found in arrear and indebted to the said Plaintiffs
the said Defendant in consideration thereof
afterwards to wit on the same day and year last
aforesaid and at the place aforesaid undertook
and then and there faithfully promised to the
said Plaintiffs well and truly to pay unto the said
Plaintiffs the said sum of money last mentioned
when the said Defendant should be thereunto

afterwards requested

Nevertheless the said Defendant (although often requested &c) hath not yet paid the said several sums of money above mentioned or any or either of them or any part thereof to the said Plaintiff but to pay the same or any part thereof to the said Plaintiff the said Defendant hath hitherto wholly refused and still doth refuse to the damage of the said Plaintiff of One thousand Dollars and therefore the said Plaintiff bring suit &c

And was at this day to wit the first Monday of May in the same term before the Justices of the Supreme Court of Judicature of the people of the State of New York at the City Hall of the City of New York until which day the said Henry King had leave to the Bill aforesaid to impart and then to answer thereunto came the said Joseph D. Beers William L. Booth and Isaac R. St. John the Plaintiff by their Attorney aforesaid and the said Henry King the said Defendant in his own proper person comes and defends the wrong and injury when &c and nothing says in bar or foreclosure of the action aforesaid thereof of them the said Plaintiff whereby the said Plaintiff remain thereof undefended against the said Henry King Wherefore the said Plaintiff ought to recover against the said Henry

King their damages by reason of the premises
and here-upon the said Plaintiffs pray herein
complaint to the said Defendant all damages by
them sustained or reason of the not performing
the several promises and undertakings in the
two last counts of the said Declaration mentioned
and pray Judgment and their damages by him
sustained or reason of the not performing the
several promises and undertakings in the first
count of the said declaration mentioned and pray
to be adjudged to them £ And because it
is suggested and and manifestly appears
to the said Court here that the said Plaintiffs
have sustained damages on occasion of the
nonperformance of the said last mentioned
promise and undertaking to the sum of seven
hundred and fifteen Dollars and sixty two cents
besides their costs and charges by them about
their suit in this behalf expended therefore it
is considered by the said Court that the said
Plaintiffs do recover against the said Henry
King their damages aforesaid to the said
sum of seven hundred and Fifteen Dollars
and sixty two cents and also twenty nine Dollars
and forty nine cents for their costs and charges
by the said Court of the said People before the
Justices thereof now here adjudged to the said
Plaintiff and with their assent which said

damages costs and charges in the whole
amount to Seven Hundred and forty five
Dollars and eleven cents And the said Hevey
King in mercy to

Judgment signed this fifteenth day of
May One thousand eight hundred and thirty
three

W. P. Hallett
Clerk.

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

Witness, Hon. D. P. Ingraham Justice at the City of New York, this 11th day of August A. D. 1859, and of our Independence the eighty fourth.

John Blaney
Clerk.

State of New York
City and County of New York. } ss.

I Daniel P. Ingraham a providing Justice of the First Judicial District of the Supreme Court of the State of New York do hereby certify that John Blaney whose name is subscribed to the preceding exemplification, is Clerk of the ~~Supreme Court of said State for~~ City and County of New York and Clerk of the Supreme Court of said State for said County and as such has the custody of the Records and Files of said Supreme Court in said County; that the seal thereto affixed is the proper seal of said Supreme Court for said County and that the attestation of the above is in due form.

In witness whereof I have hereunto subscribed my name this 11th day of August A. D. 1859
D. P. Ingraham, Justice.

The Deposition of Gabriel P. Dixosway of
the County and State of New York a Witness of
lawful age produced sworn and examined on
his corporal oath on the 4th day of May in
the Year of Our Lord One thousand eight
hundred and sixty four at my Office no 34
Pine Street in City of New York County and
State of New York by me George W Paine a
Commissioner duly appointed by a *sedimus protestatum*

or Commission issued out of the Clerks
Office of the Superior Court of Chicago of Cook County
in the State of Illinois bearing Test in the name
of Thomas B. Bantee Clerk of the said Superior
Court with the seal of said Court affixed thereto
and to me directed as such Commissioner for the
examination of the said Gabriel P. Dixosway a
Witness on behalf of Henry Young in a certain
suit and matter in controversy now pending and
undetermined in said Superior Court of Chicago
Between David Gibson Original Complainant
Henry Young, Isaac L. Hunt James
H. Rice and Henry H. Casey who have
become parties complainants as claiming
creditors

vs

Anna G. King, Susan M. King, Henry
King, Harriet A. King, Edward P
King, Thomas G. King, Edward

Eldridge Jr Hannah Eldridge Helen Eldridge
Constantine Eldridge and Harriet Eldridge
(original Bill) Defendants

James. H. Rus

v

David Gibson Zenas Cobb. Edward Eldridge
Jr Administrator and Hannah Eldridge
Administratrix of Edward Eldridge deceased
Edward Eldridge Jr Henry G. Eldridge Eliza
Co. Eldridge Francis H. Eldridge Constantine
Eldridge Ellen G. Eldridge Amory Gamage
Thomas. B. Bryan, J. Mason Parker, James
Lornier Graham, Esther Ann Collet Samuel D
Parker George W. Colby, Peter Dunn, Jacob Pome,
Joseph Gaskick, Patrick R. Morgan and Robert
L. Blackwell Trustee &c Defendants

(Supplemental Bill)

in behalf of said Henry Young on the
interrogatories attached to said Commission
and upon none others said Commission and
interrogatories being hereunto annexed

The said Gabriel P. Disosway being first
duly sworn by me as a Witness in the said
cause previous to the commencement of his
examination to testify the truth as well on the
part of the said Henry Young as of the other
parties aforesaid in relation to the matters in

controversy between the said complainants and Defendants so far as he should be interrogated testified and deposed as follows.

Interrogatory First

What is your name, age, occupation and place of Residence.

Answer to first Interrogatory.

My name is Gabriel P. Disoway, I am 63 years old, I am retired Merchant and reside in vicinity of New York City.

Interrogatory Second

Do you know the parties Plaintiff and Defendant in the caption to these interrogatories mentioned or either and which of them and how long have you known them respectively.

Answer to second Interrogatory

I have known Henry Young about 30 years Isaac L Hunt about 10 years and James L. Lorimer Graham all my life - I am not aware that I have known any of the other parties

Interrogatory Third

Did you ever know one Henry King^{jr} a Merchant and at different times a resident of New York and Brooklyn in the state of New York and Chicago in the state of Illinois? If you

when where and how long did you know him?

Answered to Third Interrogatory

I knew Henry King referred to in the foregoing interrogatory and have known him in the City of New York from say about the year 1830 until the time of his death and he died about 1851 or 1852 about 1836 he lived in Chicago and I knew him while there.

Interrogatory Fourth

What were the pecuniary circumstances of the said Henry King from January 1st 1838 until his death and when and where did that occur?

Answered to Fourth Interrogatory

Said Henry King from January 1st 1838 to the time of his death was largely insolvent and he died about the year 1851 or 1852 in the vicinity of New York or in the State of Connecticut

S. W. P.

Interrogatory Fifth

Who constituted the Firm of J. D. Dixsway & Brothers, state when the Firm began business where they carried it on what its general nature was and when the Firm was dissolved by death or otherwise and what changes if any were made in the members of it and when

Answered to Fifth Interrogatory - The Firm of J. D. Dixsway

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and Brothers was composed of Israel D
Diosway myself and William P. Diosway
We commenced business about the year 1828.
We carried on a general Dry Goods business in
the City of New York. The Firm has never been
formally dissolved we continued in active business
until about the year 1846 since which time we
have not been in active business - The
members of the Firm have never been changed
We are all now living)

Interrogatory Sixth

What if any transactions did the said Firm
of I. D. Diosway and Brothers have with said
Henry King in his lifetime, and at what time
were they, and where did said King reside at
the time

Answer to Sixth Interrogatory

The said Firm of I. D. Diosway and
Brother sold said Henry King a Bill of Dry
Goods about the year 1836 and at the time
said King resided in the City of Chicago in the
State of Illinois.

Interrogatory Seventh

If you state that the said Firm sold and
delivered goods to the said King about the
year 1836 state to what amount and upon what

terms of payment and when such payment was to be made

Answer to seventh Interrogatory

Said Firm sold and delivered goods to the said King about 1836 to the amount of over \$2,000 and between \$2,000 and \$3,000 I can't now state the amount exactly, said goods were sold on a credit of six months and were to be paid for in the City of New York

Interrogatory eighth

State whether or not the said King ever executed any instruments in writing as evidence of or as collateral security for said indebtedness and if so at what time - describe what instruments he executed, to whom ~~was~~ were they executed and to whom delivered, in what sum and where and when and to whom payable and was the same paid at maturity or was the same or the indebtedness above referred to or any part thereof at any time paid and if so when and how much?

Answer to eighth Interrogatory

The said Henry King at the time of the purchase of said goods sold as hereinbefore stated gave his notes for said goods, these notes may have been averaged and may not have been all payable in six months - I don't recollect now

at what time they were payable but would refer to their notes themselves - afterwards the said King becoming embarrassed executed a Mortgage to said Firm on Property in Chicago and forwarded the same to said Firm, said Mortgage was given for the whole of said indebtedness for said goods so sold - payable as specified in the Mortgage and papers therein referred to and to which I refer - said notes were not paid and nothing was ever paid on said Mortgage or on account of said goods - I can't state positively about the terms of this Mortgage but refer to the same - This was the only transaction said Firm had with King - This Mortgage was dated about June 1834 as near as I can state.

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Interrogatory Ninth

Where are the Bond or Note and Mortgage executed by said King as evidence of or security for said indebtedness at this time

Answer to Ninth Interrogatory

I entrusted the papers given by King to our Firm for account of this indebtedness to an Agent in Chicago and I do not recollect his name, He died and I have never been able to get the papers or to find out what became of them.

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Interrogatory Tenth

G. H. P.

If you have stated that the instruments executed by said King above enquired about are lost state fully as to the particulars of their loss when and under what circumstances the same occurred and state what search you have made for the same and when, and what is the result of such search and state why you say that the said indebtedness was never paid by said King or any one for him?

Answer to Tenth Interrogatory

I gave the papers before referred to in these interrogatories and answers after the same were due in the hands of an Agent as I have stated in my previous answer about the years 1838 or 1840 as near as I can recollect - This Agent died afterwards and I caused search to be made among his papers and they could not be found and I since searched among the papers of the Firm and I can't find them

The said indebtedness was not paid by said King or anyone in his behalf because said King was insolvent and became so, shortly after the sale of the goods and King after death of said Agent admitted to me that he had not paid the same.

G. H. P.

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Interrogatory Eleventh

If the said Firm of J. D. Dixsway and Brothers ever assigned the said indebtedness of said King to them and the instruments by which the same was evidenced when and to whom did they so assign the same; and have you either directly contingently or remotely any interest in said indebtedness in any manner whatsoever at this time

Answer to Eleventh Interrogatory

The said Firm of J. D. Dixsway and Brothers assigned the said indebtedness of said King to them and the instruments by which the same was evidenced on or about the day of 18 to Isaac L. Hunt by an assignment absolute. I don't recollect the date but refer to the instrument itself - I have no interest in the same directly contingently or remotely.

Interrogatory Twelfth

Was your Deposition at a former time taken in this cause before one Lebbeus Chapman in relation to the matters of some of them above enquired about and do you remember the substance of what you then testified and were the statements then made by you and contained in your said Deposition true or not

Answer to Twelfth Interrogatory - I remember giving my

G. N. P.

deposition in this cause before Lebbeo Chapman in relation to some of the matters above enquired about and I remember the substance of what I testified to and the statements I then made are true.

Interrogatory Thirteenth

Do you know any other matter or thing touching or concerning the matters enquired about which may be a benefit or advantage to the parties at issue in this cause or either of them, if yea set the same forth fully and at large in your Answer

Answer to the Thirteenth Interrogatory.

I do not now recollect anything in addition to the matters set up in this and my former deposition which may be a benefit or advantage to the said parties or either of them

Gabriel P. Disoway.

I George W. Paine of the City and State of New York a Commissioner duly appointed to take the Deposition of the said Gabriel P. Disoway a Witness whose name is subscribed to the foregoing deposition do hereby certify that previous to the commencement of the examination

G. W. P.

G. W. P.

of the said Gabriel P. Dixsway as a Witness in the suit mentioned in the caption of this Deposition and in the annexed commission he was duly sworn by me as such Commissioner to testify the truth in relation to the matters in controversy in said suit so far as he should be interrogated concerning the same - that the said Deposition was taken at my Office No 34 Pine Street in the City of New York on the 4th day of May 1864 and that after the said Deposition was taken by me as aforesaid the interrogatories and answers thereto as written down were read over to the said Gabriel P. Dixsway and that thereupon the same was signed and sworn by the said Deponent Gabriel P. Dixsway before me the Oath being administered by me as such Commissioner at the place and on the day and year last aforesaid

Geo. W. Paine
Commissioner.

Part (8)

(copy)

Certified Order prescribing Rules in Bankruptcy
and Rules No 61 & 62.

At a stated term of the District Court of the United States of America for the Southern District of New York, held at the City Hall, in the City of New York in and for the said District on Tuesday the fourth day of January in the year of Our Lord One thousand eight hundred and forty two.

Present.

The Honourable Samuel R. Betts, District Judge

Ordered

That the following Rules and Regulations be prescribed as rules governing the proceedings in Bankruptcy in the District Court of the United States for the Southern District of New York pursuant to the sixth section of the Act entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed August 19. 1841

Rules in Bankruptcy.

Rule 61

The Sale of the Bankrupts estate shall be at Public Auction, and for cash unless on the report of the Assignee, or with his assent, it is

• otherwise specially ordered by the court

The Assignee shall prior to or on the day appointed by the court to show cause why the Bankrupt shall not have his discharge and certificate, file with the clerk a report stating whether the Bankrupt has bona fide surrendered to the Assignee all his property and rights of property (with the exception mentioned in the Act)

Rule 62.

Six days previous notice by Public Advertisement shall be given of the sale of personal effects, and fourteen days, of real estate, to be published when notice to show cause on the Petition for the decree of Bankruptcy was published and the Assignee may also, at his discretion, cause the notice to be otherwise published, so as best to benefit the sale

U. S. District Court
Southern District of New York }

In Bankruptcy.

I, George F. Betts Clerk of the District Court of the United States for the Southern District of New York do certify that the within is a true ^{copy} of the Order establishing the Rules in Bankruptcy in this Court; And also full and correct copies of Rules No 61 and 62 in Bankruptcy as prescribed by this Court under said Order

In attestation whereof I have herunto affixed the seal of said Court this twenty sixth day of March A.D. One thousand eight hundred and sixty seven

Geo. F. Betts Clerk

Ld.

U.S. 5¢
Revenue Stamp
Cancelled

~~6432~~
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Whereas, by an Order of the District Court of the United States of America, for the Southern District of New York, sitting in Bankruptcy under and by virtue of an Act entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed on the Nineteenth day of August, in the year one thousand eight hundred and forty one, it was, on the Seventh day of May in the year 1842 duly decreed and declared, in the words and figures following, to wit:

In Bankruptcy.

At a District Court of the United States of America held for the Southern District of New York, at the City Hall of the City of New York, on Saturday the Seventh day of May in the year One thousand Eight hundred and forty two.-

Present. Saml R. Betts, District Judge.

John R. Church of the City of Brooklyn, County of Kings, Clerk, having on the seventh day of April last past, filed a petition, duly verified, praying to be declared a Bankrupt and satisfactory proof being made of due publication of notice to all persons interested, to appear in Court, and show cause against said petition: and the Court being now moved to grant the prayer of said petition, and no cause being shown to the contrary, and the petition and proofs having been inspected and considered by the Court, and having been found in conformity with the requirements of the Act of Congress: it is thereupon, on motion of Mr Archibald Milton of counsel for the petitioner

● Ordered and Decreed by the Court, that the said John R. Church be and he is hereby declared and decreed a Bankrupt pursuant to the Act of Congress, entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed August 19, 1841.

And it is furthermore ordered by the Court, that the Clerk certify and deliver this Decree to William C. H. Maddell the Official or General Assignee in Bankruptcy, appointed and designated under the Rules and Regulations of the Court.

I Charles D. Betts, Clerk of the ^{said} District Court of the United States for the Southern District of New York, ^{Chas. D. Betts, Clerk of this District Court of the United States for the Southern District of New York} Held the assignee aforesaid having authorized a sale at Public Auction, pursuant to the provisions of the 61st and 62^d Rules of said Court, by advertising the same six days, and James McMillan having purchased the assets as described in the Memorandum, hereinafter written, for the sum of Thirty-four $\frac{25}{100}$ Dollars, and the said James McMillan having in writing requested the assignee to transfer the said purchase to Sheldon P. Church I hereby convey to the said Sheldon P. Church all the interest which the said Bankrupt had, and which I have a right to convey (of, in, and to the matters described in said Memorandum,) by virtue of the Act referred to and the Decree aforesaid

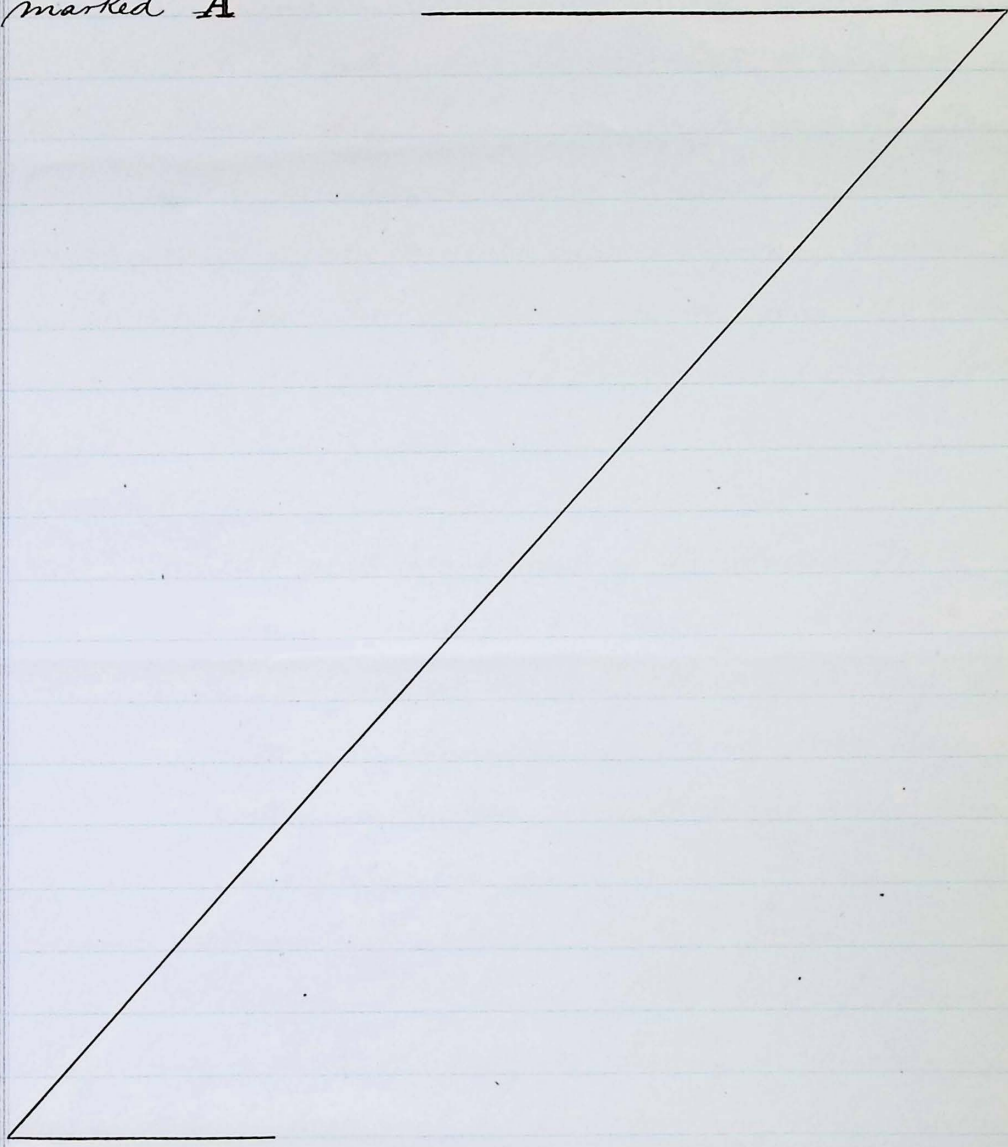
Memorandum.


Interest of the Bankrupt as one of the firm of

do certify that the above orders and decrees were this day made by the Court and duly entered in the docket of Bankrupt proceedings.

1537

● S. P. Church & Co in certain assets more particularly described in a Schedule herunto annexed and marked "A"



W. Coventry M. Maddell 
Official or General Assignee

New York 12 June 1843

~~copy~~
1538

● Whereas, by an Order of the District Court of the United States of America, for the Southern District of New York, sitting in Bankruptcy under and by virtue of an Act entitled "An Act to establish a uniform system of Bankruptcy throughout the United States," passed on the nineteenth day of August, in the year one thousand eight hundred and forty-one, it was, on the Twenty first day of April in the year 1842 duly decreed and declared, in the words and figures following to wit:

In Bankruptcy.

At a District Court of the United States of America held for the Southern District of New York, at the City Hall of the City of New York, on Thursday the Twenty First day of April in the year one thousand eight hundred and forty-two

Present Samuel R. Betts, District Judge.

Sheldon P. Church of the City of Brooklyn Kings County & State of New York, having on the twenty first day of March last past, filed a petition, duly verified, praying to be declared a Bankrupt and satisfactory proof being made of due publication of notice to all persons interested, to appear in Court, and show cause against said petition: and the Court being now moved to grant the prayer of said petition, and no cause being shown to the contrary, and the petition and proofs having been inspected and considered by the Court,

and having been found in conformity with the requirements of the Act of Congress; it is thereupon, on motion of Mr Archibald Milton of counsel for the petitioner Ordered and Decreed by the Court, that the said Sheldon P. Church be and he is hereby declared and decreed a Bankrupt pursuant to the Act of Congress, entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed August 19, 1841

And it is furthermore ordered by the Court, that the Clerk certify and deliver this Decree to William C. N. Maddell, the Official or General Assignee in Bankruptcy, appointed and designated under the Rules and Regulations of the Court.

I Charles D. Betts, Clerk of the said Court do certify that the above Orders and Decrees were this day made by the Court, and duly entered in the docket of Bankrupt proceedings

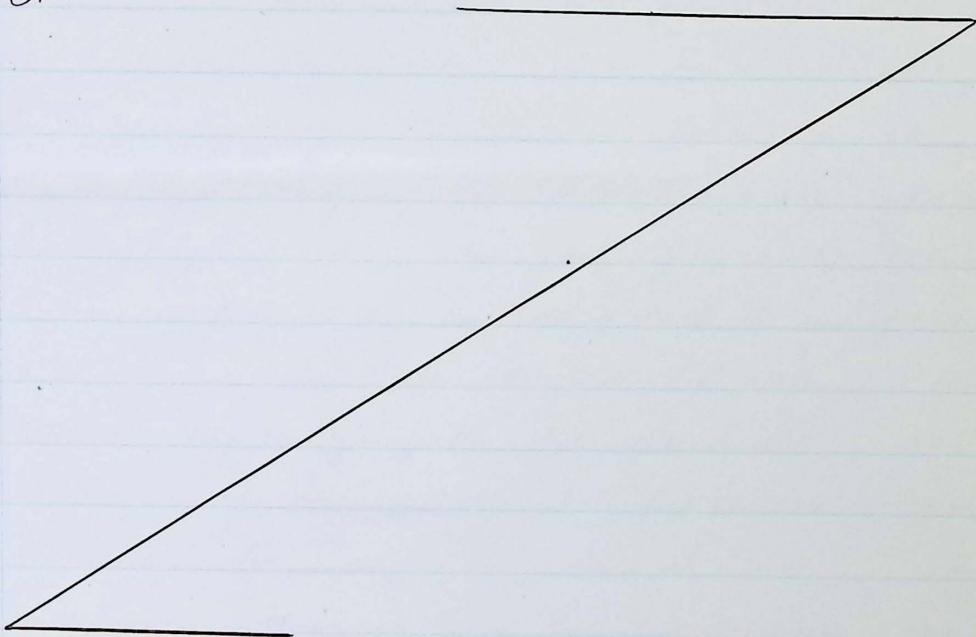
Charles D Betts, Clerk of the District Court of the United States for the Southern District of New York.

And the Assignee aforesaid having authorized a Sale at Public Auction, pursuant to the provisions of the 61st and 62^d Rules of said Court, by advertising the same six days, and James McMillan having purchased the assets as described in the Memorandum, hereinafter written, for the sum of Thirty four ²⁵/₁₀₀ Dollars, and the said James McMillan having in writing requested the assignee to transfer the said purchase to Sheldon P. Church, I hereby convey to the

said Sheldon P. Church all the interest which the said Bankrupt had, and which I have a right to convey (of, in, and to the matters described in said Memorandum,) by virtue of the Act referred to and the Decree aforesaid.

Memorandum.

Interest of the Bankrupt, as one of the Firm of S. P. Church & Co in certain assets more particularly described in a Schedule herunto annexed and marked "A"



W. Coventry St. Maddell

Official or General Assignee

Seal

New York 12 June 1843

Schedule A

Robert L. Church	Charleston S.C.	Wdgt Asc 1838 for	\$7
Merry King	Chicago Ill.	Dft on Simon Hyde 10 May 1836	\$821.60
Merry King	Chicago Ill.	Dft on Simon Hyde 5 Dec 1836	\$402.60
The two drafts above are reduced to Judgement in Chicago, Ill.			
Miriam Bowers	Sampson Co. N.C.	Note July 19, 1836	\$492.50
Lucas + Eskridge	Manchester, Miss.	Note Sept 10 1832	558.20
John Nutt,	Wilmington N.C.	Note July 11 1833	229.94
John Nutt	Wilmington N.C.	Note July 11 1833	229.93
Wm + Jno Barton	Port Gains, Geo.	Note Sept 2 1837	376.31
William Thomas	Jacksonville Ill.	Note June 29 1840	470.
W + Jas A Neal	Peoria Ill	Note Feb 5, 1837	223.
Charles Ostwander	New York	Dft on Chas Taylor Oct 10 1836	360.55
Spaulding + Lyon	Montgomery Ala.	Note Oct 12 1837	390.48
Spaulding + Lyon	do do	Note July 28 1837	176.54
There has been paid on these two notes of S + L. the sum of 253.43.			
Burch + Williams	Pike Co. Ala.	Balance Note Sept 17 1832	15.17
Alfred Spaulding	Montgomery Ala	Note Dec 16, 1836	392.23
A. S. Washburn + Co	Springfield, Ala.	Note Oct 24 1836	322.90
A. S. Washburn + Co	do do	Borro asc 1837	35.12
Bulkeley + Price	Alexandria, Louis.	Balance Note Oct 28 1836	231.75
Smith + Livingston	Irwin Town Ala	Note March 14 1836	353.91
Stevens Merritt + Co	Springfield Ala.	Note Nov 22 1836	202.81
Wood, Ferrill + Co	Pickensville, Ala.	Note Apr 10 1837	169.31
Miram Moore + Co	Demopolis Ala	Note balance Aug 23 1836	79.22
Francis Wilson	Charan S.C.	Note Feb 23 1835	124.13
Maddux + Irby	Falbotton, Geo.	Note Oct 10 1836	313.06
James McQuire	Muscogee Co Geo	Asc 2 Nov 1837	87.61

6089
1542

Matthews & Hines	Martinsville Geo.	Note 22 March 1836	342.61
Z. B. Gardner	New York	a/c January 3 1839	31.81
Thomas Weeks		Balance of Note July 20 1832	14.58
Richard Read		Balance of Note payable in work 1832	4.55
Ely S. Spencer		Balance of Note March 26 1832	8.22
James Barnes		Balance of Note April 11 1838	5.45
Shugard & Mucknet	Newark N. J.	a/c 24 July 1838	79.77

6040

1543

William G. W. Thadde

Official or General
Opinion to

Sheldon P. Church

1838

10 All part of deed

(Copy)

Southern District of New York

in bankruptcy. —

Daniel Tomeroy Junr.

By his Assignee

to

Souisa Compton

} deed.

Whereas, by order of the District Court of the United States of America, for the Southern District of New York sitting in Bankruptcy under and by virtue of an Act entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed on the nineteenth day of August, in the year one thousand eight hundred and forty-one, it was on the twenty second day of June in the year 1842 duly decreed and declared, in the words and figures following, to wit:

In Bankruptcy.

At a District Court of the United States of America held for the Southern District of New York, at the City Hall of the City of New York, on Wednesday the twenty second day of June in the year one thousand eight hundred and forty two. —

Present Samuel R. Betts District Judge.

Daniel Pomeroy junr of the City of New York Merchant having on the Nineteenth day of May last past filed a petition duly verified praying to be declared a Bankrupt and satisfactory proof being made of due publication of notice to all persons interested to appear in Court and show cause against said petition and the Court being now moved to grant the prayer of said petition and no cause being shown to the contrary and petition and proofs having been inspected and

considered by the Court and having been found in conformity with the requirements of the Act of Congress it is thereupon on motion of Mr Oreamer Bushnell of Counsel for the petitioner ordered and decreed by the Court that the said Daniel Conway junior be and he is hereby declared and decreed a Bankrupt pursuant to the Act of Congress entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed August 19 1841.

And it is furthermore ordered by the Court that the clerk certify and deliver this decree to William C H Waddell the official or General Assignee in Bankruptcy appointed and designated under the rules and regulations of the Court.

I Charles ^S Betts clerk of this Court do certify that the above Orders and Decrees were this day made by the Court and duly entered in the docket of Bankrupt Proceedings.

Chas O Betts Clerk of the District Court of the United States for the Southern District of New York

And whereas I the said Wm Coventry H Waddell had before the day of the date of the Decree aforesaid being duly appointed by the Circuit and District Courts of the United States for the Southern District of New York official

● as General Assignee in Bankruptcy and give a bond pursuant to the said statute and the Rules of the said Courts respectively as appears by Orders duly entered on the minutes of the said Courts respectively in the following words and figures to wit:
At a stated Term of the Circuit Court of the United States of America for the Southern District of New York in the Second Circuit held at the City Hall in the city of New York on Tuesday the fourth day of January in the year of our Lord one thousand eight hundred and forty-two.

Present the Honorable Smith Thompson one of the Justices of the Supreme Court of the United States of America and Samuel R Betts District Judge.

Ordered that William H Waddell be appointed the Official or General Assignee as required by the Rules this day adopted in cases arising under the Act entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed August 19 1841. a copy

J. W. Melcalf Clerk (S.S.)

At a Stated Term of the District Court of the United States of America for the Southern District of New York held at the City Hall in the City of New York on Tuesday the fourth

day of January in the year of our Lord one thousand eight hundred and forty two.
Present The Honorable Samuel R Betts District Judge
Ordered That William Coventry H Waddell
appointed the Official or General Assignee as
required by the Rules this day adopted in
cases arising under the Act entitled "An
Act to establish a uniform System of
Bankruptcy throughout the United States"
passed August 19. 1841. A Copy
Chas O Betts Clerk (S S)

And whereas ^{an} Order was duly entered
on the 9th Sept 1859 in pursuance of which
a Conveyance was made by said assignee to
Isaac I Hunt of an indebtedness of Henry
King to Pomeroy & Bull.

And whereas it appears the same ~~is~~ was
assigned by said Hunt on 12 Nov 1859 to
Aberham C^r ^{Jennings} Jennings and by said Jennings
on 6 Jan^y 1860 to Louisa Compton

And whereas an Order was duly entered
on the first day of July 1864 authorising
the said assignee to correct an error in the
former Conveyance thereof and to send a
Conveyance to the said Louisa Compton for
the following described interest.

● Now then Know all men by these presents
That I William ^{Coventry} H Waddell Assignee as
aforesaid in consideration of the Sum of
Five dollars lawful money of the United
States of America to me in hand Paid
by Louisa Compton the receipt whereof
I hereby acknowledge do hereby grant unto
the Said Louisa Compton her heirs and
Assigns forever all the right title and
interest which the Said Bankruptcy had
and which by virtue of the Decrees and orders
above recited and of the Act entitled "An
Act to establish a uniform system of
Bankruptcy throughout the United States
as aforesaid became vested in me and
which I have a right to convey of in
and to all.

The Balance due on the 9th Jan^y 1838 from
Henry King late of the City of Brooklyn
in the State of New York deceased to Daniel
~~Compton~~ ^{Pomeroy} firm and Frederick C Bull Compton
the firm of Pomeroy & Bull of the City of New
York amounting to the Sum of Eighteen
hundred dollars.

In witness whereof I have hereunto set my
hand and seal this Second day of July
in the year one thousand eight hundred
and Sixty four - Sealed and delivered

in the Presence of

John Vanarsdale Wm Coventry H Waddell

John Am^d Sorley

(Seal)

Official or General Assignee

State of New York

City and County of New York

On the second day of July
one thousand Eight hundred and sixty four
Before me a Notary Public ^{residing} ~~residing~~ in the
City of New York appeared William C H
Waddell to me known to be the individual
described in and who executed the written
conveyance and acknowledged that he ex-
ecuted the Same.

Witness my hand and seal of Office the
day and year above written

John Am^d Sorley

(Seal)

Notary Public, ^{residing} ~~residing~~ in the City
of New York. —

The President of the United States of America.

To all to whom these presents shall come greeting.—

(seal) 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 writings 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
Daniel Pomeroy Junr of the City of New York
Merchant residing at No 101 East Broadway
in said City 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 19. 1841.
And the petitioner further states to the Court

that the Schedule hereto annexed marked
A and duly attested by him contains ac-
= ording 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 or cause of the indebted-
= ness.

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 des-
= cription and the location and situation of
each and every parcel and portion thereof

Signed

Daniel Pomeroy Jr

The above described Daniel
Pomeroy Jr this day appeared
before me and in my presence
subscribed the foregoing Petition
and by his oath duly administered
to him by me to him verified the
same. New York May 19th 1842

Signed S. Cambreling
Commissioner

I Charles W Betts Clerk of the District Court do hereby certify that I have searched the docket of cases in Bankrupts in this Office and find no petition filed by or against Daniel Tomeroy Jr. —
Dated this 19th day of May 1842

Signed

Chas W Betts

Clerk

Set the publication of notice to be made as required by the rules of Court for days Dated this day of 1842
District Judge

Schedule A

referred to in the next Petition
Debts owing by the Petitioner
First by himself individually
To Manufacturers Bank at Belleville
New Jersey (a Banking institution
formerly situated at Belleville New
Jersey but now in the hands of
Receivers viz Ora Whitehead James
Robinson and Anzi Armstrong
residing at Newark New Jersey) the
Sum of \$4970 $\frac{70}{100}$ to wit on a Promissory
note drawn by me to the order of

● Ralph Pomeroy Clerk of Belleville
New Jersey and endorsed by him due
October 5th 1839 the same having been
lent to him for his accommodation
and discounted by said Bank for
\$1550.

On a Promissory note drawn by me
to the order of said Ralph Pomeroy
and endorsed by him for my accom-
modation due May 3rd 1839 and discounted
by said Bank for \$1000.

On a promissory note drawn by me
to the order of Pomeroy & Bull merchants
of the City of New York and endorsed
by them for my accommodation and
also by said Ralph Pomeroy due June
8th 1839 and discounted by said
Bank for \$1326.49

On a Promissory note drawn by
me to the order of Ralph Pomeroy
and endorsed by him due July 15th
1839 and discounted by said
Bank for \$1000

On balance of account as
rendered to me by the
Receiver of said Bank \$94.21

4970 70

~~total~~
1354

With Interest on said claims from maturity.

To Orsamus Bushnell Counseller at
Law residing at New York in the
Sum of \$61 $\frac{75}{100}$ to wit

On his account against me as
Assignee of said Ralph Pomeroy
for services to April 6th May 3rd for 35.00
26th 1839.

On his account against me
for services to Jan 1st 1841 } for 26.75

61.75

To Kennedy Maitland & Co^{ys}
merchants residing at the
City of New York in the sum of \$25.700

To wit on three bonds made by
me and another to Charles Hoyt
residing at the City of Brooklyn
gentleman dated April 1st 1836
conditional for the payment
of \$6400 each making \$19.200

On a bond made by me and
another to said Charles Hoyt
dated April 1st 1836

conditioned for the payment of \$6500 25700

The above four bonds are secured
by Mortgage on property bought
of said Charles Hoyt lying in the
sixth and eighth wards of the City of

Brooklyn and have been assigned
to Messrs Kennedy Maitland & Co
All four on Interest at six per
cent per annum.

To Equitable (Five) Insurance
Company an Insurance Company
situated at the City of New York in
the Sum of \$6500 to wit on a bond
made by me and another to said
Charles Hoyt dated April 1st 1836
conditioned for the Payment of 6500 -
Secured by mortgage on property
bought of him lying in the Eighth
Ward of the City of Brooklyn
(interest at 6 per cent per annum)
Assigned to said Insurance Company
by said Charles Hoyt.

To James Rosevelt Gentleman
residing at the City of New York
in the Sum of \$8000 to wit on
a bond made by me and another
to said Charles Hoyt dated April
1st 1836 on interest at 6 per cent
per annum secured by mortgage
on property bought of him lying

in the eighth ward of the City of
Brooklyn (assigned to said Rosevelt
by said Hoyt) for

8000 —

To James Haque Executor residing
at Hackensack New Jersey in the
Sum of \$ 6500 to wit on a Bond
made by me and another to
Chas Hoyt residing at the
City of Brooklyn (and assigned
to said Haque) dated April 1st
1836 conditioned for the Payment
of

6500 —

Secured by mortgage on Property
bought of him lying in the Eighth
Ward of the City of Brooklyn
Interest at 6 per cent per annum

To Mrs ~~J~~ A Thomas (wife of Henry
Thomas) residing at Norwich
Connecticut in the Sum of \$10.666 $\frac{68}{100}$
to wit on two bonds made by me
and another to Charles Hoyt
residing at the City of Brooklyn
dated April 1st 1836. on Interest
at 6 per cent per annum (secured
by mortgage on Property in the

Sixth Ward of the City of Brooklyn
bought of him conditional for the
payment of \$ 5333 $\frac{34}{100}$ each
making

10666 68

To Richard & Carman Builders
residing at the City of New York
in the Sum of \$ 6500 to wit on
Bond given by me and another
to Said Charles Hoyt dated
April 1st 1836 and assigned to
Said Carman Secured by Mortgage
on Property in the Eighth Ward
of the City of Brooklyn for
Interest at 6 per cent per annum

6500 —

To Mrs Cornelia Juel Lady residing
in England (Messrs Prime Ward &
King Bankers residing at the City
of New York acting as her Agents)
in the Sum of \$ 6500 to wit on
bond made by me and another
to Said Charles Hoyt dated April
1st 1836 and assigned to Said Juel
Secured by mortgage on Property
bought of him lying in the eighth
ward of the City of Brooklyn

conditioned for the payment of 6500 —

To Song Island Fire Insurance
Company an Insurance Company
situate at the City of Brooklyn
in the sum of \$ 1800 to wit on my
bond dated March 7th 1838 to said
Company secured by Bond and
Mortgage made by Hm C Beach
residing at the City of New York
to said Company dated December
1st 1834 for \$ 1800 on property in
the Sixth Ward of the City of
Brooklyn) conditioned for the
payment of 1800 .

Interest at 7 per cent per annum

To Zenas W Bassett Mariner
residing at Hyannis Massachusetts
in the sum of \$ 5100 to wit on
bond made by me and another
to him dated April 1st 1836 .

(Interest at 6 per cent per annum)

Secured by mortgage on property
bought of him lying in the 6th
Ward of the City of Brooklyn
Conditioned for the payment of 5100 .

To John Carrelson Milkman
 residing at Harsimus (near Jersey
 city) New Jersey in the sum of
 \$ 3000 to wit on my bond to him
 for money borrowed dated May 1st
 1838 secured by mortgage on pro-
 -perty in the sixth ward of the
 City of Brooklyn conditional for
 the payment of \$ 1000 on my bond
 to Orsamus Bushnell residing at
 the City of New York dated April
 1st 1835 (secured by mortgage on
 property bought of him) condition
 for the payment of 2000

3000 .

This last bond assigned to said
 Carrelson by said Bushnell.
 Interest at 6 per cent per annum

To Doelr Luke Barker Physician
 residing at the City of New York
 (Trustee) in the sum of \$ 10,000
 to wit on my bond to said Orsamus
 Bushnell dated April 1st 1835 conditional
 for the payment of \$ 5342
 on which a payment has been
 made of \$ 342
 leaving a balance of \$ 5000

On my bond to said Orsamus
Bushnell dated April 1st 1835 con-
ditioned for the payment of
(Interest at 6 per cent) \$ 5000 & 10.000 —

The above two bonds are secured by
mortgage on property bought of said
Bushnell lying in the 6th Ward of
the City of Brooklyn and assigned
by him to said Barker.

To Papelye + Purdy Merchants
residing at the City of New York
in the sum of \$ 6500 to wit on a
bond made by me and another to
Charles Hoyt residing at the City
of Brooklyn dated April 1st 1836
secured by Mortgage (and assigned
to them) on property bought of him
lying in the 8th Ward of the City of
Brooklyn conditioned for the
Payment of 6500 —

Interest at 6 per cent per annum

To Elisabeth Manning (wife of
John Manning) residing at Painspoint
Rockland County New York the sum
of \$ 2200 on my bond to Orsamus

Bushnell Esq dated April 1st
1835 (assigned to her and secured
by mortgage on property bought of
him) conditioned for the payment
of

2200 -

Interest at 6 per cent per annum

To Marius Panon Merchant residing
it is supposed at ~~Marseilles~~ France
(Daniel Lord Esq Counsellor at
Law residing at the City of New
York acts as his Agent and has the
bond and mortgage hereafter described
in his possession) in the sum of \$1800
to wit on my bond to him dated
November 1st 1833. (Interest at
6 per cent per annum) secured by
Mortgage on property bought of him
Conditioned for the Payment of \$1800 -

To Reclaf J Wyroff gentleman residing
at the City of New York in the
Sum of \$2482 to wit on a bond
made by me and another to Oscar
Coles Reclaf J Wyroff and William
McThome Executors to the Estate
of Jordan Coles (given for land

purchased of said Executors and secured by Mortgage held by said Myroff as one of the heirs of said Jordan Coles and who has recently assigned said Bond + Mortgage as collateral Security to George Rapelye residing at the City of New York) Conditioned for the payment of

2482 -

Interest at 6 per cent per annum

To Harriet R Coles residing at the City of New York in the sum of \$1413 to wit on a bond made by me and another to Oscar Coles Rockif J Myroff + William K Thome Executors to the Estate of Jordan Coles and held by said Harriet R Coles as one of the heirs of said Jordan Coles dated August 1st 1836 (for land purchased and Secured by mortgage) Conditioned for the payment of

1413 -

Interest at 6 per cent per annum

To Frederick W Hurd Physician residing at the City of New York in

the sum of \$1800 to wit on a bond made by me and another to Oscar Coles Rockef & Wyckoff and William H Thome Executors to the Estate of Jordan Coles dated August 1st 1836 and held by said Frederick W Hurd as one of the heirs of said Jordan Coles conditioned for the payment of \$1800 -
Secured by Mortgage on property bought of said Executors.
Interest at 6 per cent per annum

To James H Rogers gentleman residing at the City of New York in the sum of \$1329 to wit on a Bond made by me and another to Oscar Coles Rockef & Wyckoff and William H Thome Executors to the Estate of Jordan Coles (Secured by mortgage on land bought of said executors) dated August 1st 1836 and held by said James H Rogers as one of the heirs of said Jordan Coles conditioned for the payment with interest at 6 per cent per annum of \$1329 -

To Julia Seagett residing at the City of New York in the sum of \$2529 to wit on a bond made by me and another for \$1411 and on a bond made by me and another for 1118 together making \$2529 both to Oscar Cole Rockef & Wyckoff and William H. Thome Executors to the estate of Jordan Cole — (Secured by mortgage on land bought of said Executors) dated Augt 1st 1836 and held by said Julia Seagett as one of the heirs of said Jordan Cole conditional for the payment with interest at 6 per cent per annum of \$ 2529 —

To Charles E. Quincey Merchant residing at the City of New York in the sum of \$3500 on my promissory note to him payable to his order and endorsed by him dated September 5th 1839 at 4 months given for money borrowed for said Ralph Pomeroy residing at Belleville New Jersey (the same being secured by a bond and mortgage executed

by Dr. John W Clark residing at Buffalo New York dated March 1st 1839 for \$10,800 and by a certificate of Deposits of the Commercial and Rail Road Bank of Vicksburgh - Mississippi dated June 20th. 1839. for \$2664 $\frac{11}{100}$ both of which belong to said Ralph Pomeroy or to some person or persons for whom he acted as Agent) for \$ 3500 -

= Do State Bank of Illinois a Banking Institution situate at Springfield Illinois held by Messrs Nennis - Dounseard & Co Brokers residing at the City of New York in the sum of \$36,688.96 to wit on a Promissory note made to Arthur Tappan to my order and by me endorsed payable on demand dated October 1st 1841 with interest from date for

\$27,068.75

(Said Arthur Tappan is a merchant and resides in the City of New York) on a Promissory note made by Arthur Tappan & Co. payable to my order and by me endorsed due Febth 14 1840

for \$2620.21

6084
1366

Said Arthur Tappan & Co. reside in
the City of New York and are Merchants
On a promissory made by said Arthur
Tappan & Co. to my order and by me
endorsed due March 13th 1841 ✓

for 3500

On a promissory note drawn by
said Arthur Tappan & Co. to my order
and by me endorsed due May 13th
1841 for

3500

36688.96

with interest on said three last
promissory notes since maturity.

To Stephen Carleton Milkman
residing at Hairsimus in the Township
of Bergen New Jersey in the sum
of \$ 3000 to wit on my bond to him
for money borrowed dated November
12th 1835 with interest at 7 per cent
per annum (Secured by Mortgage on
property lying in the 6th Ward of
the City of Brooklyn) conditioned
for the payment of \$ 3000. —

on which judgement has been obtained

To New York Dry Dock Company
a Dry Dock & Banking Institution

Situate at the City of New York in the sum of \$ 399 $\frac{80}{100}$ to wit on my promissory note to the order of Nathaniel Cogswell (and endorsed by him) Merchant residing at the City of New York and also endorsed by D. F. Kinney Counsellor at Law residing at the City of New York said note having been given to Cogswell for merchandise and dated February 19th 1842 Payable in 90 days after date for

399 80

To Manhattan Bank a banking Institution situate at the City of New York in the sum of \$ 700 to wit on said Arthur Tappan's Promissory note payable to and endorsed by said Pomeroy & Bull dated May 9th 1842 at 60 days discounted for said Tappan for To Bank of United States a Banking Institution in the sum of \$ to wit on a promissory note drawn by said Arthur Tappan & Coy said Pomeroy & Bull endorsed (payable to their order) dated May 7th 1842 at 60 days discounted for said Tappan for

700 -

650 -

These two notes are Partnership liabilities.

650
156

To James Haque gentleman residing
at Newark (or Hackensack) New
Jersey in the sum of \$100 to wit
on Ralph Pomeroy's draft on & accepted
by me in favor of and endorsed by
O. Hasted Sawyer residing at
Newark New Jersey dated July
8th 1841 at 60 days accepted for
said Pomeroy's accommodation \$

100

To Georgia Insurance & Trust
Company a Company incorporated
under the laws of the State of
Georgia & having their principal
office (it is believed) in Augusta
in that State Justin Harrison Esq
residing at the city of New York
their Agent in the sum of \$92 $\frac{50}{100}$
to wit on said Ralph Pomeroy's note
to my order and by me endorsed
(given for Insurance) dated Dec^r
30th 1839 at 4 mo^s for
For further individual Particulars see
close of the Schedule.

92 50

Secondly. Partnership Debts as
a member of the late firm of

6667
1569

Pomeroy & Bull formerly doing business in the City of New York and consisting of the Petitioner & Frederick C. Bull merchant who resides in said City of New York. Said firm was dissolved Augt 1st 1839 and notice of dissolution published in one or more of the daily newspapers of said City. By the agreement of Co partnership the Petitioner was entitled to $\frac{3}{5}$ th of the profits of the business of said firm and the said Frederick C. Bull to $\frac{2}{5}$ and they were to share all losses in the same proportion.

To Manufacturers Bank at Belleville New Jersey (a Banking Institution formerly situate at Belleville New Jersey but now in the hands of Receivers viz Ara Whitehead James Robinson and Amzi Armstrong (all residing at Newark New Jersey) in the sum of \$56,659 $\frac{36}{100}$ to wit on a promissory note drawn by said Pomeroy & Bull to the order of Ralph Pomeroy Clerk residing at Belleville New Jersey and endorsed by him for

our accommodation due May 29
1839 for \$9326.84

with interest since maturity

On a promissory note drawn
by said Pomeroy & Bull to the
order of said Ralph Pomeroy
and endorsed by him for their
accommodation due July 16th

1839 for (with interest since maturity)

\$6137.52

15464 36

The above two notes (last described)
were given on renewal of notes which
were originally given for the stock
of said Bank.

On a promissory note drawn by
Pomeroy & Bull to the order of
said the Cashier of said Bank
due Sept 30th 1839 (discounted)

for \$2078.76

On a promissory note
drawn by said Pomeroy
& Bull to the order of

said Ralph Pomeroy and
endorsed by him for their
accommodation due May 31st

1839 (discounted by said Bank) \$2000

6089
1571

On a Promissory note drawn by
said Pomeroy & Bull to the order
of said Ralph Pomeroy & by him
endorsed for their accommodation
due May 31st 1839 (discounted for
said Bank) for \$2900.-

On a Promissory note drawn
by said Pomeroy & Bull to the
order of said Ralph Pomeroy
and endorsed by him for
their accommodation due
April 30th 1839 (discounted
by said Bank) for \$3250. - \$12,277.57
With interest on the above 5 notes
since maturity.

On a draft drawn by said Ralph
Pomeroy & Bull and by them accepted
due June 24th 1839 for \$4000.-

Accepted for his accommodation

On a draft drawn by said Ralph
Pomeroy on Pomeroy & Bull and
by them accepted due May
27th 1839. for \$1500.-

On a draft drawn by said Ralph
Pomeroy on Pomeroy & Bull and by
them accepted due June 3. 1839.

for \$3500

Accepted for his accommodation.
On a promissory note drawn by
said Ralph Pomeroy to the order
of said Pomeroy & Bull and endorsed
by them due October 3^d 1839.

for \$ 3120. - \$ 12,120 -
with interest on the above since
maturity.

Amt not forward \$ 39861 . 93

On a promissory note drawn by
said Ralph Pomeroy to the order
of Pomeroy & Bull and endorsed
by them due June 4th 1839 for \$ 6240 -

On a promissory note drawn by
said Ralph Pomeroy to the order
of said Pomeroy & Bull & by them
endorsed due Sept 15th 1839 for
\$ 2500. -

Endorsed for his accommodation

On a promissory note drawn
by said Ralph Pomeroy to the
order of said Pomeroy & Bull
& endorsed by them due June 3^d
1839.

for \$ 6250. - 8750 . -

Endorsed for his accommodation

6071
1573

with interest on the above two notes
since maturity.

On a promissory note drawn by
Richard B Bull (deceased) formerly
a merchant or Public House Keeper
residing at Apalachicola Florida
to the order of said Pomeroy & Bull
and by them endorsed ^{due} 27th Jan^y
1839 (discounted by said Bank)
given for merchandise for \$433.76

On a Promissory Note drawn
by said Richard B Bull to
the order of said Pomeroy &
Bull and by them endorsed
due April 27th 1839 (discounted
by said Bank given for goods \$433.76

On a Promissory note drawn
by said Richard B Bull to
the order of said Pomeroy & Bull
& by them endorsed due Feb^y 27
1839. (discounted by said Bank)
given for goods for \$433.75

On a promissory note drawn
by A. Burnett & Co. Merchants
residing at Charleston South
Carolina to the order of said
Pomeroy & Bull and by them

endorsed given for goods due April
13th 1839 (discounted by said bank)

for \$265.97

with interest on the above four
notes since maturity. An

balance of account as rendered

to Pomeroy & Bull

\$240.19

1807

43

\$

56,659

36

To Ben Wakeman merchant residing
at the City of New York in the sum
of \$300 to wit on said Pomeroy &
Bull's promissory notes to the order
of said Ben Wakeman and by him
endorsed dated Dec 4th 1840 payable
at 60 days after date (originally given
to him in exchange for his own note
of the same amount) with interest
since maturity for \$ 300 . —

To Cornelius Dubois & Co Merchants
residing at the City of New York
in the sum of \$305 $\frac{50}{100}$ to wit on
Pomeroy & Bull's endorsement on
H.W. Sawyer's promissory note drawn
by him a Merchant residing at
Westfield New York given for
merchandise dated April 25th 1839

at 4 months for	\$	305	60
with interest since maturity			
Said note was discounted by said			
Dubois & Co for the accommodation of			
Pomeroy & Bull			

To Henry Thomas gentleman re-
 siding at Norwich Connecticut in
 the sum of \$ 3350 to wit on Pomeroy
 & Bulls Promissory note payable
 to and endorsed by said Thomas
 on demand dated November 13th
 1838 (with interest since for \$4000
 on which there was a payment

March 22. 1839 of \$3000
 leaving balance of \$1000

due thereon

On a Promissory note by Pomeroy
 & Bull to the order of said Henry
 Thomas and endorsed by him dated
 February 9th 1839 payable on demand
 with interest from date for \$ 2350 \$ 3350

Both of said note were given to
 said Henry Thomas for money
 loaned of him by said Ralph
 Pomeroy and with which were left

bills of the Manufacturers Bank
at Belleville New Jersey and bills
of the Wolfborough Bank at Wolfborough
New Hampshire to the amount of
\$ 3500 as collateral security which
bills were received by Pomeroy & Bull
of said Ralph Pomeroy for that
purpose.

To Orasmus Bushnell Counseller
at Law residing at the City of New
York in the sum of \$ 280 $\frac{07}{100}$ to
wit on an account rendered by him
against Pomeroy & Bull for Services
TC as their attorney to January 1st
1841 for \$ 280 . 07

To Stebbins & Brewer Merchants
residing at the City of New York in
the sum of \$ 254 $\frac{20}{100}$ to wit on
Pomeroy & Bull's promissory note
payable to & endorsed by them
dated May 26th 1839 at 60 days
with interest since maturity for \$ 254 . 20
originally an Exchange Note for
accommodation

To Estate of Hiram Pratt (deceased)

State of Buffalo New York his
Administrators being Orland Allen
Henry R Symour & Henry Hamilton
residing at Buffalo New York in
the sum of \$ 2405 to wit on a draft
drawn by Pomeroy & Bull on said
Hiram Pratt and accepted by him
for their accommodation payable to
the order of said Pomeroy & Bull
and by them endorsed due May 20th
1837 for \$ 1500

on which a payment was made of 150
leaving a balance due thereon of \$ 1350
(with interest from maturity)

On a draft drawn by Pomeroy & Bull
for their accommodation on said
Hiram Pratt and accepted by him
payable to the order of said Pomeroy
& Bull and by them endorsed due
Feb^y 19th 1838 for \$ 1250

on which a payment was made of

\$ 195 \$ 1055 \$ 2405

with interest since maturity

Said drafts are endorsed by Mr Arthur
Japan Merchant residing at the
City of New York (for the accommodation
of Pomeroy & Bull) and now held by

David Scaritt Esq^r Gentleman re-
siding at the city of New York and
are secured by assignment to said
Scaritt by Pomeroy + Bull interest
in the Steam Boat Daniel Webster (of
Buffalo New York) which cost \$2600
and upon the strength of which the
drafts were originally made.

To David Scaritt gentleman residing
in the City of New York in the Sum
of \$6511 $\frac{16}{100}$ to wit on a promissory
note drawn by Symon Darrow (deceased)
formerly residing at Jefferson Georgia
(Merchant) to the order of Pomeroy
+ Bull and by them endorsed (given
for merchandise) dated Sept 16th 1837
at 5 months 1214.60

with interest since maturity
On a promissory note drawn
by J + H Clark Merchants residing
at the City of New York (whose
office is at 47 Water St New York)
Payable to the order of Pomeroy
+ Bull and by them endorsed
dated July 30th 1839 at 3 months
given to Pomeroy + Bull for their

accommodation (with interest since maturity for \$2250.

On balance of account as rendered July 1st 1839 with interest since that date for \$3046.56 \$6511 16

To Merchants Fire Insurance Company an Insurance Company situate at the City of New York in the sum of \$5000 to wit on a certain bond given to said Company for money borrowed of them (and secured by mortgage on property in Utica New York) signed by Thomas C. Dalmadge Dennis Van Pelt Frederick Bull and the Petitioners (dated Jan 1st 1838 all merchants residing at the City of New York) for 5000 . —

To George W. Clinton and Clinton & Stevens all Counsellors at Law all residing at the City of Buffalo New York in about the sum of \$175 being for services &c rendered by them as attorney for said Pomeroy & Bull \$ 175 . —

1580

To William Bell Gentleman residing
at the City of New York in the sum
of \$8000 to wit on a bond made by
Thomas G Tallmadge Dennis Van Pelt
Frederick G Bull + the Petitioner all
merchants residing at the City of
New York dated August 4th 1835
with interest at 7 per cent per annum
and secured by mortgage on property
in Utica New York given for the money
borrowed conditioned for the pay-
-ment of \$8000 .

To John Ferguson David Ogden &
Jonathan Ogden Merchants residing
at the City of New York Executors
of Jonathan Ogden deceased in the
sum of \$16,000 to wit by said
Frederick G Bull and the Petitioner
(given for money borrowed of said
Executors) dated October 31st 1833
& secured by mortgage on store No
63 Water Street in the City of New
York conditioned for the payment
of (at 6 per cent per annum) \$16,000 . -

To Francis S Shay gentleman

residing at the City of New York in
the sum of \$ 4500 to wit on a bond
made by said Frederick Bull and
the Petitioner to him dated May 1st
1837 with interest at 7 per cent given
to said Francis S Shay for money
borrowed and secured by mortgage on
Store No 63 Water Street in the city
of New York conditioned for the payment
of \$ 4500

To Trust Fire Insurance Company
an Insurance Company situate at the
City of New York to wit on a liability
which occurred as follows - Pomeroy &
Bull of which firm Petitioner was a
member purchased of the said Comp^y
\$8000 worth at par value of their stock
& Jallmadge & Van Pett of the City of
New York purchased of same Company
\$6000 worth of their stock at par value
and in payment gave to said Comp^y
the bond of Pomeroy & Bull for \$8000
dated the 30th day of October 1838
and Jallmadge & Van Pett gave to said
Company their bond of \$6000 dated the
30th day of October 1838 and said
Pomeroy & Bull & their wives and Jallmadge

+ Van Pett and their wives united in giving a mortgage dated the 30th day of October, 1838 upon property in the City of Utica State of New York conditioned for the payment of the sum of \$14000 and interest said Bonds are still unpaid and the petitioner is informed & believes that said Company has foreclosed said mortgage and sold the premises & become the purchasers thereof and have obtained a decree against said Pomeroy & Bull and Tallmadge & Van Pett for a deficit of \$8633 $\frac{72}{100}$ including \$388 $\frac{25}{100}$ for premium & C on which the petitioner believes the said Company claims as against the petitioner the sum of \$8571 $\frac{46}{100}$ or thereabouts.

To Arthur Tappan Silas Holmes
Cornelius Baker Moses Allen Wm
M Halsted Richard D Haines & Co
all merchants residing at the City
of New York in the sum of \$500.-
viz on a bond made by said Pomeroy
& Bull to them for that amount dated

March 15th 1833 given (in connection with others) to and indemnify them in part against any loss they might sustain in a certain agreement made between them and Isaac Bamson Esq (deceased) whereby they guarantee the payment of monies with interest at 7 per cent loaned by him to David Nelson Quinsey Illinois Wm Muldron and David Clark residing at Palmyre Marion County Missouri for the benefit in whole or in part of the Marion College and which will more fully appear by reference to the bond in the hands of said Messrs Halstead Haines & Co

500 . -

Additional Individual Vets.

To Manufacturers Bank at Belleville New Jersey (the concerns of which are in the hands of Receivers as before stated) a Banking Institution formerly doing business at Belleville New Jersey in the sum of \$125 to wit on a promissory note made by J H Clarke residing at the City of New York to the order of the Petitioner & by him

8082
1584

endorsed dated April 12th 1842
at 4 months for \$
, endorsed for accomodation of said
Clark.

125 . -

To Ernest Fiedler merchant re-
siding at the City of New York in
the sum of \$200 to wit on a prom-
-issory note drawn by Clark Rackett
+ Co payable to and endorsed by me
dated March 19th 1842 at 90 days
(discounted by said Fiedler for said
Clark Rackett + Co) for \$

200 . -

P. W. Engle + Co. merchants residing
at the City of New York in the sum
of \$167 to wit on a note drawn by
Francis Clark to the order of and
endorsed by the petitioner dated Febu
7th at 6 mos given for goods for \$
endorsed for accomodation of said Clark

167 . -

To Nathaniel Cogswell merchant
residing at the City of New York in
the sum of \$850 to wit on said
F + H Clark's note payable to and
endorsed by me dated March 18th

1842 at 90 days (discounted by said Austin Wilmerding & Co for \$ 850 . -
 With the above note is left as collateral security a promissory note made by said Pomeroy & Bull to the order of and endorsed by said Ralph Pomeroy (dated December 3^d 1839) & also endorsed by said Arthur Tappan for \$ 1752 $\frac{21}{100}$.

To Addison Daugherty (Assignee of Briggs & Mather) Lawyer residing at the City of New York in the sum of \$ 854 $\frac{99}{100}$ to wit on the following promissory notes given for goods payable to and endorsed by the Petitioner viz One made by Riddy & Morse dated November 6 1841 & 6 mos for 209 . 74
 One made by S W Hastings dated October 20th 1841 at 4 mos for 577 . 17
 One made by C & N Trumble due March 3^d 1842 for 68 . 08
 Said notes were received for goods sold by me for Briggs & Mather & handed over to them Also a balance of an unsettled account with Briggs & Mather supposed to be about 20 . -
 \$ 874 . 99

1586

To Abel B Marks merchant residing at the City of New York in the sum of \$ 305 $\frac{31}{100}$ to wit on a promissory note made by Samuel P Brick received for goods sold for Briggs & Mather payable to and endorsed by me dated Oct^r 26th. 1841. at 6 months for
(Said note is also endorsed by Briggs & Mather

305 . 31

To H. Wickes & C^o (Proprietor of the New York Evangelist) residing at the City of New York in the sum of \$ 45 $\frac{86}{100}$ being the amount of their account for advertising &c.

To Sidney E Moree & C^o (Proprietors of the New York Observer) residing in the City of New York in the sum of \$ 38. $\frac{49}{100}$ being the amount of their account for advertising.

38 . 49

This is a Partnership
liability of said
Pomeroy & Bull

There is a debt due to a Lawyer re-
siding in the Western part of the
State of New York whose name and
place of residence after diligent search
the petitioner has been unable to
ascertain arising from costs &c

1587

of suit brought by said Pomeroy Bull
some years since against N & Dawson
amount supposed to be \$50 or thereabouts 50

To Foster + Pomeroy merchants re-
- siding at the City of New York in
the sum of \$ 316 $\frac{48}{100}$ to wit on a
promissory note made by said
Francis Clark to my order and by
me endorsed for his benefit dated
April 18th 1842 at 90 ds for \$ 316 . 48

The above named + described
Daniel Pomeroy Jr this day
appeared before me + in my
presence subscribed the
foregoing Schedule + by his
oath duly administered by me
to him verified the same
New York May 19th 1842
(Signed) S. Cambreleng
Commissioner

} signed
Daniel Pomeroy Jr

Schedule B

referred to in the annexed petition

The Property of the Petitioner consists

~~6056~~
1588

of the following particulars. —
(First Individual property)

A judgement recovered August 16th
1828 by the Petitioner v Evattus W
Huntington (deceased) in the
Supreme Court of the State of New
York for the sum of (with interest
since that date)

646.19

A judgement recovered April 24th
1829 by the Petitioner v Samuel
S. Conant (deceased) in the Supreme
Court of the State of New York for
the sum of (with interest since
that date)

1471.39

A judgement recovered May 19th
1829 by the Petitioner v William
Hilton residing in the City of New York
in the Supreme Court of the State of
New York for the sum of (with interest
since that date)

340.46

A judgement recovered May 11th 1832
by the Petitioner v Alba Hubbard
residing at the City of New York in
the Supreme Court of the State of New
York for the sum of (with interest since
that date)

630.91

1589

A judgement recovered November 25th
1825 by the Petitioner v George Bacon
residing at the City of New York in
the New York Common Pleas Court for
the sum of (with interest since)

226 . 04

Household Furniture situate at the
House 101 East Broadway in the City
of New York consisting of the following
articles to wit.

- 1 large and 2 Small bedsteads
- 1 large and 2 Small mattresses
- 2 Pillows and 1 bolster for large bed
- 2 pair linen sheets old
- 4 pair Cotton sheets
- 2 large & 2 Small quilts
- 1 pair flannel blankets large
- 3 pair flannel blankets small
- 4 pair limes and 3 pair Cotton pillowcases
- 6 Towels good 6 do old
- 2 Washbowls and Pitchers
- 2 Chambers
- 1 Coal scuttle
- 1 Broom
- 2 Hairbrushes & 2 Combs
- 3 Toothbrushes

~~1590~~
1590

- 1 Rocking chair old
- 6 Common chairs
- 2 Small Britannia Lamps
- 6 Tumblers & 6 wine glasses
- 1 Stump
- 1 Silk + 1 Cotton umbrellas
- 2 Band Boxes
- 2 dood mats old
- 1 Table

The wearing Apparel of the Petitioner his wife & children to wit.

1st The wearing Apparel of the Petitioner as follows.

- 1 Suit of Broad cloth clothes good
- 2 do of ditto do do old
- 1 Sustout coat good
- 1 do do old
- 1 Hat
- 3 Pocket silk handkerchiefs
- 6 Linen Collars
- 1 Silk neck handkerchief
- 2 pairs boots old
- 1 pair slippers
- 3 pairs Summer Pantaloons
- 3 " Cotton Drawers
- 4 " Cotton hose for women ditto

- 6 Cotton shirts
- 6 Cotton + linen do very old
- 2 Flannel shirts
- 2 do Drawers

Second. The wearing apparel of the wife as follows.

- 1 Silk Dress good
- 3 do do old
- 2 Muslin De Saine Dresses do
- 1 Shabby dress very old
- 3 Calico dresses old
- 2 Muslin dresses
- 1 White Cambric dress
- 2 Cotton night dresses good
- 3 do do do very old
- 1 Black Veil
- 2 Bonnets
- 1 pair Gloves
- 4 Pocket Hf
- 2 pair linen cuffs
- 3 pair corsets old
- 1 Silk coat + Mantilla old
- 1 Cloth cloak very old
- 2 quilted skirts
- 2 Silk do old

- 4 Linen + 4 Cotton chemises old
- 3 pair Cotton Drawers
- 3 pairs cotton stockings
- 3 pair silk do very old
- 2 pairs shoes 1 pair India Rubber ditto
- 3 Ruffles
- 2 Lace collars old
- 2 Linen collars 2 Caps old
- 2 Waist Collars old
- 3 Caps
- 1 muslin + 2 small silk scarfs
- 2 large and 1 small shawl
- 1 Parasol

Thirdly. The wearing apparel of 2 children.

(first of daughter)

- 2 Silk + 2 white muslin dresses old
- 3 muslin de Saine do old 1 do ditto good
- 2 Calico + 1 Muslin dresses
- 1 good hat + 2 old ditto
- 1 good + 1 old cloak
- 1 Shawl good
- 3 small shawls old
- 2 Quilted 2-flannel + 2 Cotton skirts old
- 2 Night gowns
- 3 Cotton Chemise

- 2 pairs Corsets old
- 6 pairs Cotton stockings old
- 3 pairs Cotton drawers
- 2 pairs shoes
- 3 Collars & 3 Aprons
- 2 pair gloves
- 3 pocket knives
- 1 parasol 1 do old

(Second of Son as follows)

- 1 Suit Broad cloth clothes good
- 2 Suits for winter old
- 3 Suits for summer old
- 2 Caps & 1 Straw hat old
- 1 pair shoes & 1 pair boots
- 4 pairs stockings
- 3 Cotton shirts & 3 night gowns
- 5 Collars & 3 pocket knives

Books

- 3 Volumes Scotts Family Bible
- 1 Octan Bible
- 3 Small ditto
- 1 Vol Browns Dictionary of the Bible
- 3 Hymn Books
- 9 Vol Tracts
- 1 " Dick's future state

- 1 Vol Phillips Devotional Guide
- 3 " Clarke's Sermons
- 1 " Pollock's Course of time
- 1 " Milton's Poems
- 1 " Pope's do
- 1 " Memoirs of Taylor
- 1 " Baxter's Saints Rest
- 1 " do Call
- 1 " Pilgrims Progress
- 2 " Singing Books
- 1 " Lynes Astronomy
- 1 " Watts on the mind

Childrens School & other Books

- 1 Vol Youths Book on Natural Theology
- 1 " Parkers Exercises
- 1 " Smiths Arithmetic
- 1 " Natural Philosophy
- 1 " Assemblies Catechism
- 1 " Irvings Columbus abridgement
- 1 " Mount Vernon Reader
- 1 " Childs guide to Knowledge
- 1 " Geography & Atlas
- 1 " Spelling Book
- 1 " Youths Receipts
- 2 " Parleys Geography as History
- 1 " Rodars Vacation

- 1 Vol Childs Book on the soul
- 1 " Robinson Crusoe
- 1 " Arnolds Physics
- 1 " Algebra
- 1 " Robbins History
- 1 " Smiths Arithmetic

Secondly. Partnerships for property belonging to the late firm of Pomeroy & Bull recently doing business in the city of New York - consisting of the Petitioner & Frederick C Bull of the city of New York. Under the Copartnership agreement the Petitioner is entitled to $\frac{3}{5}$ of the profits and the said Frederick C Bull $\frac{2}{5}$ and the partners are to bear the losses in the same proportion as follows to wit.

316 Shares of the Capital Stock of the Manufacturers Bank at Belleville New Jersey (a Banking institution formerly situate at Belleville New Jersey but now in the hands of receivers viz Ora Whitehead James Robinson and Angi Armstrong residing at Newark New Jersey) said stock held as collateral security by said Bank @ \$50 per share

\$ 15,800

175 Shares of the Smithborough & Nichols Bridge Company stock (an incorporated Bridge Stock Company situate at Smithborough Dutch County State of New York held as collateral security by said Manufacturers Bank at \$20 per share

3500 . -

A promissory note drawn by Francis Weatherbee merchant residing at Willborough Dutch County New York to the order of and endorsed by said Pomeroy & Bull due February 14th 1837 received for merchandise
for

511 . 93

A promissory note drawn by R Sherwood & Co merchants residing at Otsego Allegany County Michigan drawn to the order of said Pomeroy & Bull and endorsed by them due November 29th 1837 (received for goods)
for \$

454 . 82

A promissory note drawn by John Earle D merchant residing at Cawdrovort Potter County

Pennywance to the order of said
 Pomeroy & Bull due Feb^{ry} 12th 1837
 received for goods for 421 . 14

Two promissory notes drawn by
 Charles C Haddock Postmaster re-
 siding at Buffalo New York to the
 order of said Pomeroy & Bull ~~due~~
~~February 12th 1837 received for goods~~
 and endorsed by them ^{received for goods}
 as follows

One due September 16th 1838 for 351.56
 one due November 4th 1838 for 405.15 756 . 71

A promissory note drawn by E. W.
 Dale (deceased) formerly residing
 at Columbia Tennessee to the order
 of and endorsed by said Pomeroy
 & Bull due March 19th 1837 received
 for goods for 1205 . 75

A promissory note drawn by Henry
 King Merchants residing at the city
 of Brooklyn to the order of and en-
 dorsed by said Pomeroy & Bull due
 September 17th 1836 received for
 goods for \$ 987 . 64

6076
 1598

A promissory note drawn by J F
Whittemore Merchant residing at
Warne Ashland County Ohio payable
to and endorsed by said Pomeroy Bull
due Sept 28th 1836 received for goods
for \$ 320 34

Two promissory notes by A Strong & Co
Merchants residing at Orwell Oswego
County New York to the order of said
Pomeroy Bull & endorsed by them
received for goods one dated May
13th 1837 at 60 days for \$ 243.02
One dated May 13th 1837 at
90 days for 243.00 486 02

The foregoing ten notes are all held by
said Manufacturers Bank at Bellerillo, New
Jersey as collateral security.

Stock in the Steam Boat Daniel Webster
of Buffalo, New York assigned to David
Leavitt Esq of the City of Brooklyn, as
collateral security costs 2600 00

Two drafts drawn by said Pomeroy Bull
to their order endorsed by them, or Hiram Pratt
(deceased) formerly residing at Buffalo, New York
and accepted by him for their accommodation

as follows.

One due May 20th 1837 for \$1500

On which a payment was made of 150 1350

One due February 19th 1833 for \$1250

On which a payment was made of 195 1055

A promissory note made by Symon Larrick (deceased) late residing at Jefferson, Georgia Merchant, to the order of said Pomeroy^{rs} Bull^{rs} endorsed by them received for goods dated September 16th at 5 months for 1211 60

A promissory note drawn by F. H. Clark Merchant, residing at the City of New York, payable to ^{rs} endorsed by said Pomeroy^{rs} Bull dated July 30th 1839 at 3 months for 2250

The above four last mentioned obligations are held as collateral security by said David Leavitt Esq. for \$6511⁰⁰/₁₀₀

Account against Ferrill^{rs} Brooks, Merchant residing at Rolesville, Wake County, North Carolina for goods sold due February 16th 1839 for 113 17

The above account against Ferrill^{rs} Brooks, is held by Ben Hakeman, Merchant, residing at the City of New York, as collateral.

~~6678~~
1600

Account against Henry Potter Merchant
residing at Newport, Rhode Island, for goods,
due Feby 7. 1834 -

72 31

Account against Colson^{tho} Co. Merchants,
residing at Buffalo, New York, for goods due
December 9th 1836 for

113 31

Account against E. W. Brewster, Merchant
residing at Middlebury, Vermont, for Goods
due September 15th 1836 for

61 31

An account against Symon Harrow (deceased)
formerly residing at Jefferson, Georgia, for Goods
due January 24th 1838 - for

30 31

The above last describes five accounts are held
as collateral security by said Ben Wakeman
for said Pomroy^{tho} Bull - Note for \$300 -

\$3500 Dollars in the Bills of said Man-
ufacturers Bank at Belleville, New Jersey, and
of the Wolfboro Bank, situate at Wolfboro, New
Hampshire, held by Henry Thomas Esq. residing
at Norwich, Connecticut - as collateral security
for said Pomroy^{tho} Bull - Note amounting to \$3500 -

Account against H. H. S. H. Bull - Merchants

~~1089~~
1601

(S. M. Bull deceased) residing at Detroit Michigan. for Goods due July 19. 1839. For 202 51

Account against Mosely Saltimer and Co. Merchants residing at Unionville, Ohio. for Goods due September 27th 1833. For 237 39
said last note held as collateral security by Stebbins^{no} Brewer of the City of New York for \$2574⁰⁰.

Account against Henry King, Merchant, residing at the City of Brooklyn, for Goods due Dec. 31st 1836. For 701 71

Account against W^{no} Vorhees, Merchant, residing at Frederickstown, Ohio, for Goods due October 12th 1835. For 132 53

Account against W^{no} C. Perkins, residence not known, due February 19th 1831 For 979 31

Account against J. H. Cuski, due December 31. 1834. for Goods For 109 13

Account against B. A. Ros due June 2nd 1835. for Goods. For 115 70

Account against E. H. Bass, Merchant
residing at Colibrock, Connecticut, for
Goods due May 13, 1837 for 15 78

Account against Abel Meeker, residing
at State of New York, Merchants for Goods
due May 11th 1832, for 633 20

Account against Mahonth Peck (residence
not known) for Goods due April 16th 1833. for 89 90

Account against Lovell Kimball, residing
at Buffalo, New York, Merchant for Goods
due April 29th 1834 for 631 20

Account against Ephraim P. Smith, Merchant
residing at Middleburg, Vermont, due May 14th
1832 for Goods 339 24

Account against Solomon Doolittle
Merchant, for Goods due February 24th 1834 for 511 12

Edward Bancroft, Merchant, residing
at Detroit, Michigan for Goods due Dec 31st 1836 for 1623 63

Non promissory notes drawn by Alex. du
Rosen, residing atiffin, Ohio, to the order of

and endorsed by Joseph Mason, residing at
Siffin Ohio dated August 13th 1836. at H. S. Y.
6th months for \$300. each \$1200

Also his note drawn dated ^{and} endorsed
as above at 6 months for Goods for 380.23 1580.23

A promissory note made by E. Chase and T.
Bargill dated Augt 1st 1835. for \$216.⁰⁰ on which
\$195 has been paid. balance 21.11

A promissory note against S. A. Delano for
Goods dated February 29th 1836. at 6 months. for 181.20

A promissory note made by Elisha Chase
to the order of said Pomeroy^{no} Bull, dated Aug.
1st 1835. at 2 years for \$108.⁰⁰ - killed at 1 1/2 years
for \$108.⁰⁰ 216.15

Account against N. E. Davron, Merchant,
residing at (residence not known) formerly
resident in Western part of State of New York
for Goods (for which it is supposed a judgment
has been obtained) due Nov. 2nd 1835. for 500.00

Account against J. S. Robinson, Sawyer, residing in the City
of New York for money lent. April 1839. (no for us in
the name of the minister)

A promissory Note made by J. S. Whitmore
Merchant, residing at Kaye, Ohio, date May 23rd
1836 on demand (for Goods) for 114 1/2

A promissory Note made by J. Grandin
Merchant, residing at the City of New York,
dated February 16th 1838, on demand for 324 1/2

A judgment recovered May 21st 1832, by said
Pomeroy ^{vs} Bull vs William H. Sly, in the
Supreme Court of the State of New York for the
sum of (with interest) since that date 617 50

A judgment recovered March 8th 1833 by said
Pomeroy ^{vs} Bull vs Cephas Bailey (deceased)
in the Supreme Court of the State of New York
for the sum of (with interest since that date) 1153 62

Account against Doctor S. Henderson
(belonging to the United States Army) residence
not known, for Goods bought September 27th 1835
at 14 months for 97 1/2

(with interest since maturity)

The above named and described
Daniel Comeroy, Jr. this day appears
before me and in my presence subscribes
the foregoing schedule, and by his oath
duly administered by me to him veri-
fies the same. } Daniel Comeroy, Jr.

New York May 19th 1842
S. Cambreling

(Endorser) No. 1745 - 2. United States
District Court Southern District of New York

In Bankruptcy

In the matter of Daniel Comeroy, Jr. Bankrupt
Petition^{er} & Schedules.

Orsamus Bushnell

22 Nassau St. New York. Atty for said Bankrupt

Dated May 19th 1842

Show cause June 23rd Publ' 20 days S. P. B.

Jour. Com.

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.

Bells Judge of the said Court of the City of New York, in the Southern District of New York, this eighth day of August, in the year of our Lord one thousand eight hundred and fifty nine and of our Independence the Eighty fourth.

Geo. F. Bells, Clerk

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

Sam R. Bells

