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(138)

The President of the United States of America
do all to perform these presents shall come
to pass, 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 papers containing
these, remaining of record, on the records and
files following them:

U.S. District Court

In the Southern District of New York

In the matter of
George M. Chapman
a Bankrupt.

To the Honorable Samuel R. Batts, Judge of
the Southern District of New York, do hereby
recommend me of the Commissioner
in Bankruptcy, appointed by this Court, do hereby
certify and report, that under and pursuant
to the order of this Court made on the above matter,
and dated 10th March 1893 I have seen this day
attached by the Counsel of the opposing creditors and
of the Bankrupt respectively, and that the annexed
schedules exhibit a true and accurate statement
of the proceedings before me. All which is Recd
fully submitted. Dated New York April 8th
A.D. 1893.

U.S. District Court

In the Southern District, N.Y.

In the matter of
George M. Chapman
a Bankrupt.

April 8th attended by the Clerk for creditors

and Mr Barnard for Bankrupt, and by the Bankrupt in person.

Mr Clark hereupon as Counsel of the Creditors requires the Bankrupt and Assignee Daniel French to produce agreeably to the order of the Court in the above matter dated 7th April 1843 and served on them on that day certain books belonging to the late firm of Mc Pelly & Chapman among which are the following, viz; 1 Journal, the last used by said firm, 1 Sales Book, 1 Letter Book, 1 French Invoice Book and one old Invoice Book, which was saved from the great fire in 1835, and also all the Books which were actually used by the said Assignee.

To this requisition, the Assignee, Daniel French replies that he has no other Books in his possession than what are already produced, and more in the Commissioners office.

The Counsel of the Bankrupt in reply to the requisition presents the deposition of George M. Chapman this day sworn before me and hereto annexed.

The Counsel of the Creditors hereupon interposes in support of the requisition the deposition of Marvin Mc Pelly this day sworn to before me and also hereto annexed in support of the requisition.

The Counsel of the Bankrupt objects to the deposition and its being received on the ground that it was an Ex-parte affidavit and that said Counsel had no opportunity of cross examining the said Marvin in relation to the contents of it.

3

United States District Court

thing or keep nothing back, but that he

George M. Chapman
a Bankrupt.

To the Honorable Samuel R. Betts

dissolved January 14, 1870, at the home of

9

The dissection Mr Chapman took the property

who Fanny Chapman was. Some notes were

made by myself originally, but my impression

marked by us, some of these structures are

13

considered valuable, - others not considered

from Mrs. H. O. O. I have now no recollection

15-

of any particular case if any such case did

man on behalf of the firm. That we would

17

allow interest at the current value of money

It refers to page 47 of the Journal which is

19

missing. I can't tell from the Ledger what it is.

21

Bering Cross examined the witness says

2. Was he present at any time when Mrs

23

Chapman was speaking of the Leghorn seats.

4.

Where were those duties refunded?

25-

A. I believe it was January 1837.

To Did not Mrs Chapman frequently make suggestions

27

to the firm of such styles of goods as would likely

Damages on account of the goods being inferior to samples.

29

A. My impression is at present that we received

purchases from Mahler & Co and Isler & Co in 1834.

31

A. I cannot. We bought goods of others for a succession

To. From whom were the French Steam Boats

98

mentioned in Exhibit No 24 received?

Q. How did Mrs. Chapman send her orders for goods?

95-

N. That is more than I know.

At the

were a little time previous to the dissolution

97

changed and put in a different shape from what
it was before.

implicated larger for his account than he was for us.

39

Q. Have you any knowledge in any way how the

As sent money:

41

A. I am not able to state definitely, the balance

H. They were mostly made in the roots

43

though some of them had been omitted.

upon the property for \$800. He considered the

48-

Land valuable and would only sell it once

on a cre. Horse at N. 2. Horse level higher than

49

that 25000 acres were sold at 25 cents an



49

then could be sold for. I should consider the

reception. Still more and more

Know whether they claimed title. They gave
no warning against intruding upon
those lands. I do not know of any lands
being sold in that neighborhood for cash.
I do not know the cash value of that land.
I do not know of lands in that vicinity
being sold to pay taxes as I am a stranger
in that vicinity.

Being further examined we chief.

Calwell and Logan Counties are in the
Western part of Virginia on the Ohio
River. These lands lie I think from nine
to twelve miles from the Ohio River.

Sworn and subscribed
this 23^d day of March
A.D. 1843 before me
J. Lamberton
Commissioner

Henry Flagg

Daniel Garck, a witness produced
sworn and examined on the part of the
creditors says:

I was the assignee of Mr George M.
Chapman. I became so in March 1840. There
was a schedule accompanying the assignment.
I entered upon the duties of an assignee under
that assignment. I had nothing to do
with the Virginia lands which have been
spoken of by Mr Whitney and Mr Flagg.
I have converted some of the assets embraced
in the assignment into money, with that
money I paid a judgment of about \$700
and some United States Bonds. I think about
\$2000 but I won't be sure, the books will show.
I did not realize enough to pay the expenses

I think there is something unpaid still. When Mr Gurnee was here he assisted me in the execution of the Trusts of the assignment for about a year. After he went away I called on Mr Chapman to aid me. Mr Vanderhill was my legal adviser and I acted under his direction in relation to every thing that required legal advice.

Shoond & subscribed
 This 23rd day of March } Daniel French
 A.D. 1843 before me }
 J. Lambeleng
 Commissioner.

March 31. Attended by Mr Clark for creditors and by Mr Chapman in person.

Daniel French being recalled and further examined by the counsel for the creditors deposes as follows:

In the Spring of 1840 I was engaged in the stone flagging business taking contracts for the city, my office was at the corner of Barrow and West Streets. I was pretty much occupied in that business. I took an office down town afterwards in Wall Street. I was not a creditor of the firm of Mc Aubrey & Chapman at that time. Mr Chapman mentioned to me that he thought he would make an assignment and asked me if I would serve. When Mr Chapman first spoke to me about making an assignment might be a week but it was not a month before the assignment was made. I don't recollect how long it was. There was at that time no definite arrangement between us, it was a mere

casual conversation. I do not recollect that I
 ever had more than one interview with him
 on that subject. It was not a meeting by
 appointment. It was an accidental meeting.
 I was acquainted with the family. This meeting
 took place at his residence in Brooklyn. I don't
 recollect the day of the week. I was not present at
 the execution of the assignment and knew
 nothing of it until the papers were all made.
 I was apprised of the assignment pretty soon
 after it was made, though I can't tell how soon.
 Soon after I was apprised of my being appointed
 the assignee, there were delivered to me schedules
 of the assets of the firm and a list of the creditors.
 It took some time before it was done, some
 weeks. Mr Gunn went to work writing up
 the books and another man was employed with
 him. I have those schedules with me. I now produce
 Exhibits Nos 1, 2, 3 and 4 being the assignment list
 of creditors and schedules of assets which are the
 original papers. I do not recollect of any other
 schedule of assets or creditors. I entered upon
 the execution of my trust as assignee immediately
 after receiving the assignment. Schedule No
 4 was made out first. The last clause of
 schedule No 4 does not appear to be written
 with the same ink as the rest. I do not
 know when it was written. It was handed
 to me written as it is. I have looked over
 the books but cannot say whether the
 schedules correspond with the books, but
 I have every confidence in Mr Gunn who
 made out the statements. I have a list of the
 respective amounts due the creditors which I will
 produce at the next meeting. I don't think I
 can tell by looking at that list what particulars

debt have been collected, but they have been all
 credited on the books. The entries in the books
 were made by Mr Gunn I believe. I opened a
 new set of books as assignee of the Estate, some
 of the entries I believe were made after
 Mr Gunn left. They were made by Mr Chapman.
 I employed Mr Gunn to assist me. My office
 was at No 11 Wall street. I was there every day I
 think all of the season, generally for about three
 hours each day from 10 o'clock until 2 or 3 o'clock.
 Mr Gunn was employed by me, but I don't
 recollect how much I paid him. I could not have
 got along without him. I don't recollect how long
 he was employed by me, about a year I should
 think, whatever I paid him was I think put
 down in the books. Gunn was employed by me
 immediately on my entering upon the duties of
 assignee. He was there all the time Mr Chapman
 was occasionally in and out of the office. Mr Chapman
 sometimes wrote a letter there. I don't know that
 Mr Chapman had any business at that time.
 I often asked Mr Chapman about persons
 and places and property connected with the
 assignment. I did not advise with Mr Chapman
 about the estate. I advised with Mr Gunn. I
 talked with Mr Chapman but as to business
 transactions I advised with Mr Gunn and
 with Mr Underhill. I talked with Mr Chapman
 for the purpose of getting information from him
 about the estate. I think I never was guided
 by Mr Chapman's direction in any important
 transactions. He used to tell me of transactions
 then I would go to Mr Gunn and then to Mr
 Underhill. Mr Chapman had in this way
 a knowledge of all the business transactions.

Adj'd to 1 April at 11 A.M. April 1. Attended
and adj'd to 6 April at 11 A.M. April 6
Attended by Mr Clark and Ward and by
Mr Barnard, witness not attending adj'd
to 7 April at 12. April 7. Attended by Mr
Clark and Mr Ward and by Mr Barnard.

Daniel French, being recalled and
examined by the Council of the creditors
deposes as follows:

At the time I commenced as assignee there
was a young man employed in the office
besides Mr Green. His name was Joseph
Strong. I can't tell what time I employed him.
I did employ him myself. I did it as I did every
thing else. I engaged him to write for which
he was paid I think. I don't know how long I
engaged him for. the books will show. I have
forgotten at what salary he was employed.
I remember of some money being paid him. I
don't recollect how much I paid him or when. I
do not recollect when he quit my employ. I employed
him by the month. I don't know whether I have
paid him all his salary. I have forgotten. I find
in the book an entry of \$23 paid him but my
impression is that I paid him \$15 I don't
think he was in my employ six months. His
particular employment was writing up the
books and the correspondence. He was not in
my employ until the books were written up. The
set of books opened by me consisted of I don't know
how many books. I made no entries in them
myself but inspected them every day. Those books
are I presume here. I have not seen them for eight-
teen months. I remember some of the items in
them. I presume those are the books but I can't

say positively, at first Mr Gunn made entries in the books, after he went away Mr Chapman made entries in them. I don't know that Mr Strong ever made entries in them. I think he did not. Mr Gunn made the entries as long as he continued there. I first employed Mr Gunn at the time the assignment was made in March 1840. I don't recollect his salary but I think we talked of \$15.00. It was talked over in the office. Mr Gunn, Mr Chapman and myself were present. He was employed I think by the year but he left before the year. I could not recollect how long he was in my employ but I think nine months. After Mr Gunn left I employed Mr Chapman. I don't recollect that there was any stipulated sum agreed upon for his salary. I believe I paid up Mr Gunn his salary. I did not I believe employ Mr Chapman as a clerk before Mr Gunn left me but it was absolutely necessary to employ him afterwards. The transactions being such that I could not understand them, without being informed by one who was conversant with them. I do not know in whose handwriting the entries are in the journal marked Exhibit No 5 from the commencement being the 25 March 1840 to October 9, 1840 nor do I know in whose handwriting the subsequent entries are. The Ledger is marked Exhibit No 6. I do not know in whose handwriting the entries in this book are. I was in the habit of inspecting the books whenever there were any transactions requiring me to look at them. They were

there at the office every day, but frequently
 there would be weeks that they would not be
 opened. I do not know the handwriting of Mr Gunn.
 I do not know the handwriting of Mr Chapman.
 I have been in the habit of receiving letters from
 Mr Chapman and seeing his hand-
 writing frequently but there is no one whose
 writing I can identify without their name
 being signed to it. I think I should know Mr
 Chapman's signature, if I were to see it. My
 impression is the entry in Exhibit No 5,
 under date of October 9. 1840 is in the handwriting
 of Mr Chapman. I do not know in whose
 handwriting all the entries subsequent to
 that one in Exhibit No 5 are. I do not know
 whether those books contain the entries of all
 the transactions. I presume they contain a
 true account of all the transactions as far as
 they go. I paid a judgment of over \$700 the
 exact sum I do not remember. I think I paid
 that judgment with money borrowed of Mr
 Gunn. It came through his hands. I gave
 Mr Gunn my note for the money. I reim-
 bursed myself by monies collected. From
 what sources I collected the money I cannot
 recollect the company. Upon referring to
 Exhibit No. 5. I find that on the 15th May 1840
 I received from the Traders Insurance Company
 \$985. I received it in person from the company
 and deposited it in the Greenwich Bank to
 my private account. I likewise received
 on the 1st July 1840 \$1000 from the Customs
 House for return duties on goods consumed
 by the great fire. I have no particular
 recollection of looking in the books and seeing
 that those entries were made at the time

they bear date. I paid Mr. Gann about \$1000. I paid
 a considerable amount of duties, one or two thousand
 dollars. I signed the bonds for them after the
 assignment. They were for duties on goods
 imported previously. I have no recollection
 of any other amounts received under the
 assignment than what I have stated and
 what appears on the books. The books I presume
 exhibit all the transactions that took place
 under the assignment so far as I have any
 knowledge. Mr. Chapman was not allowed
 to draw out money when he pleased. I don't
 know that I ever drew out any. There was
 money paid to him for his services by me
 as the assignee. I think there was something
 like \$1000 paid to him. It was paid to him
 in the course of one year. I should think not
 in the course of three months. I never
 borrowed any money of him that I recollect.
 Mr. Chapman staid most of the time
 at the office during the time he was receiv-
 ing the money. I found him at the office and
 left him there. I do not recollect when
 Mr. Gann left me nor when Mr. Chap-
 man commenced. Mr. Chapman had no fixed
 salary. I consulted with Mr. Underhill and
 I told him I could not get along without
 Mr. Chapman and Mr. Underhill advised
 me that it was legal to employ him. I thought
 Mr. Chapman ought to have \$1000 or \$1200
 a year and the sums he received were
 within these amounts. When he received
 monies he rendered me an account of it
 and I left them in his hands to pay him-
 self. I think the \$1000 or \$1200 could not

have been drawn out between the months
 of July and October 1840. I don't recollect of
 borrowing any money of Mr Chapman or
 having any other transactions with him at
 any time. My impression is that I looked
 over them as they were made, Mr Chapman
 made these entries of charges to himself.
 The office where Mr Chapman ^{was} with me
 was at 71 Wall street. He was frequently
 there before he was employed by me. I don't
 know that he was there daily. I generally
 spent my time there daily from 10 A.M. to
 P.M. My other business was still carried
 on in the upper part of the city. I can't
 recollect what proportion of the assets of
 McKim & Chapman were realized
 by me except as the same appears by
 the books. I cannot say that the books
 contain a true account. I was entirely
 dependant upon Mr Chapman and Mr
 Gunn to make the entries in the books, that is
 for their accuracy. There was generally
 some paper connected with every payment
 that enabled me to see that it was correct.
 These papers enabled me to ascertain such
 accuracy of the entries in the books independent
 of Messrs Gunn & Chapman. The assets con-
 sisted only of books, debts, notes and claims.
 There was no tangible property, no goods
 I mean, when I became the assignee. There was
 no real estate except some lands in the
 West. There were some second mortgages I
 think. I think the lands were in Buffalo.
 I don't recollect what disposition I made of
 the lands. I don't think I have received any
 money from them. There were amounts

paid besides the judgment, Clerks salaries and Custom House duties before spoken of. There was store rent paid. I received myself about \$157. There have been no dividends paid to the creditors. The items I have before mentioned constituted the principal part of the payments. I kept an office open for settling up the estate a little over a year. I was put in Wall Street one year, after that I had a desk in the Merchants Exchange for I should think six months. I cannot recollect to whom I paid the rent of the office in Wall street or or when I received it. The rent was I think \$500 a year. I do not recollect the rent of the office in the Merchants Exchange, but not so much all the books of Mc Kilty & Chapman were said by Mr Chapman to be placed in my hands and I presume they were. I do not know that there is another book of Mc Kilty & Chapman which I have not produced. I have not examined them. But they were put up ^{by} my order and directed to be sent here to the Commissioners office and they are all here as far as I know. I have never parted with any of the books in any other way than storing them ⁱⁿ Mr Benjamin's office. I might have had other books but if I did I do not know it. If I were to examine those books I could not tell whether they are all that were placed in my possession.

Adjd. to April 8 at 12 M. April 8. Attended by Mr Clark for creditors and Mr Barnard for Bankrupt and by the Bankrupt in person.

Mr Clark hereupon as Counsel for the creditors

Adj'd to 13 April at 5 P.M.
Borrowed & subscribed this } Daniel French.
26th day of August A.D.
1843

69

May 8. 1843 Attended by Mr Clark and Mr
Huslock for creditors and by Mr Barnard

obtain the same at once and

any rate I know that there had been an

63-

assignment of the certificate. I told him it
would be necessary for him to have a written

cleared when they were near
store. They looked like a weather beaten board

67

I then took them and carried them through
a process which restored them and Mr Mc-

He conversed freely with me and in
happily acknowledged that he had not

69

done me justice. It went along time after
time. I called upon my son for a settlement

was not my intention I was misled by
that.

71

Q. Without referring to the date of the failure state
as nearly as you can how long previous to it was

W. To my son, of course to him.

L. In whose handwriting was that account

79

which you handed to your son?

A.

Probably if I made up an account it was in

24. Well, say for instance there was a piece of
Tuscan made of Cordierite & Gneiss, so may.

75-

pieces cost such a price, so many pieces of deer
meat cost so much, so many Grouse and

A. He was their agent.

L. For what?

77

a. He transacted business for them.

Q. What amount did he borrow from you?

4. Nothing of consequence.

2. Did you receive any thing else on the settle-

79

ment from the Moly & Chapman?

N. No. nothing from the Goscar settlement.

by Mr. Peers and for what amount.

A. There is one for \$4197.34. It is marked Exhibit B.

81

19 also one for \$2000 marked Exhibit No 20.

Q. For what did you receive those notes of Mr Burr

To Did your husband have any and what
property?

23

A. I have given all the account of my husband's
property I expect to do.

any account where I stored them.

+ L. Did you see any of them with Mr Hegeman

82-

in Brooklyn?

The Counsel of the Bankrupt objects

was loaned to McPulley & Chapman's concern.

2. Have you any knowledge of a note for about

87

\$1600 payable to the order of your daughter, Julia A. Chapman

A.

Yes.

A. They are very terraces of their dunes.

Q. What judgment did you take according to any views of yours?

89

N. I don't recollect ^{now,} ~~any~~ particular:

Q. Does any one owe you any thing upon any Judgment

N. I believe not.

Q Can you state what was the largest amount.

91

within \$500 of any particular class. you
received from your son?

you need a vest and gaiters.

L. Had you ever any occasion to make any

93

inquiries respecting Moses Stoddard and
what was it.

as known or understood
before the failure.

93-

Q. From whom did you receive the \$500 or \$600
and when did you so receive it?

Q.

Can you say within \$2000?

97

A. I cannot.

I. Can now within \$3000?

...any reason or fact to induce you
to think so! If so state what it was.

99

A. Why yes. I have some, when one project fails I try another.

...very well in Europe for Tuscan goods, and
then to the care of Mr Gunn which he did.

101

These Indians offered a profit I believe of from
300 to 500 per cent. The following year Mr. [unclear]

2. *note at the letter marked Exhibit No 1,*
and state whether it is a letter received by

103

from your son in 1885.

The counsel of the creditors objects to the

N. W. 1015 (W. 1015 and)

J. Lambeleng
Commissioner

105-

Ruben H. Mery a witness produced
sworn & examined on the part of the creditor.

L. was W. Chapman" as he stated:

A. His mother.

107

Q.

Had you ever any transactions with her?

A.

I had not.

answers as follows;

2.

Were you employed as a Clerk by

109

McCully & Chapman and if so when and
how long?

and when she at-td her, I told her to press
it out, she took it.

111

Q. Was not Mrs Chapman very frequently
officious and troublesome about the stock?

from her that she was looking at goods for
the sake of making purchases.

113

A.

I never understood her so.

Given & subscribed)

10 Nov.

A. I don't think I have it - was not deeded to me.
Q Have you any interest whatever direct or

113-

indirect in that conveyance?

A. I consider that I had. It was conveyed

A I have no recollection of any negotiation I
have talked with him frequently since the

117

dissolution of the partnership about our business.
I had no negotiation. I might have spoken

notes mentioned. These correspond with those you gave.
A. To the best of my knowledge they do.

119.

2. Have you paid those notes either or all of them and if so what?

transaction?

A. I did not myself personally have an intercourse

121

with Mr Chapman. I mean that I had no
business with him on my individual account.

+ 1843 Attended by Mr Clark and Mr Weston
for creditors and by Mr Barnard for Bankrupt.

123

William Benjamin Jr a witness produced
a statement on the part of the credit

N.

Yes as agent.

123-

Q.

What kind of goods?

A.

Goods

of Pot having any authority for inspecting the

127

promises. I am unable to say.

What are the causes of the curiassiter upon refer to

relative to any conversation between the witness & Mrs. Peyser.

129

The witness then proceeds.
I did not introduce Mr Chapman to D. M. Poyser
& Co. personally. I sent him to D. M. Poyser & Co.

Adj'd to 3 August at 11 A. M. August 18. 1843
attended by Mr Clark and by Mr Barnard.

Albert Mc Kully a witness produced sworn and examined on the part of the creditors deposes as follows:

Q. Are you a clerk in the Customs House?

A. Yes Sir.

Q. Did you see in the course of your business entries made at the Customs House?

Q. Have you seen at the present year entries made by Mr Chapman?

A. I have not.

Q. To what amount?

Question objected to on the ground of its giving evidence of the contents of papers without producing the papers themselves. Objection overruled.

A. About \$25000.

Q. Do you know how these entries were made, whether by Mr Chapman as owner or how otherwise?

Question objected to - question overruled.

Q. Do you know whether the owner's oath was annexed to any of these entries. Question objected to, & not time overruled.

Q. Can you give the amount of entries made by Mr Chapman during the years 1840, 1841, 1842 or either of them?

Question objected to question overruled.

A. I have seen no entries of goods imported in either of those years.

Q. Have you examined for the purpose of ascertaining the Importations during those years made by Mr Chapman?

A. In a part of the year 1842 I have, not for the others.

Q. Have you been directed by the Naval officer to make those examinations?

A. I have been by one of the Deputy Naval officers in the name of the Naval officer.

Q. Have you had time since you were so directed to complete such examination for the years before spoken of?

A. I have not.

Q. How much time will be necessary in your

judgment to complete such examination?

- A. I should think not less than one week possibly more.
- Q. You spoke of having examined for part of the year 1842. Will you state the result of your examination for that time?
- A. I saw no entries in the name of George W. Chapman in the year 1842.
- Q. For what part of the year 1842 did you make such examination?
- A. In the last part of the year, the last six months of that year.

Being cross-examined.

- Q. When were you directed by the Deputy Naval Officer to make the examination you have spoken of?
- A. I think it was yesterday morning.
- Q. When were you ^{first} spoken to by the counsel of the opposing creditors in reference to the entries made by M. Chapman?
- A. I don't remember distinctly it was some months since.
- Q. Who was the Deputy who directed you to make an examination?
- A. His name is John Davenport.
- Q. In 1839 were you in business in this city? and if so in what business?

Question objected to by the counsel of the creditors.
Objection over-ruled.

- A. I was in business in this city at that time. I was in the wholesale clothing business. I was interested in another business and was also interested in the manufacturing of Hair Cloth & curled Hair ^{Peru} in.
- Q. Was Marvin the Middy in any way interested in that Hair cloth business?
- A. He was not directly interested.
- Q. Was he interested indirectly and if so how?
- A. Nothing more than an interest as a Brother & said me.

Q. Was or ~~was~~ not that aid and assistance rendered by him in the name of Mc Multry & Chapman?

A. It was rendered principally in the name of Mc Multry & Chapman and sometimes in his individual name.

Q. Did you continue solvent during the year 1839 and if not when did you cease to pay your paper?

A. I don't remember distinctly. I have not my books before me and I am not certain whether I ceased to pay my paper in 1839 or 1840.

Q. Were you or not under protest before the dissolution of the firm of Mc Multry & Chapman?

A. I think I was.

Q. How long before that time?

A. I don't remember distinctly.

Q. State as near as you can?

A. It may have been a few months.

Q. Do you recollect of receiving in the latter part of 1839 two Bills of Exchange from Mc Multry & Chapman and if so for what purpose were they received?

A. I have not my books before me. I remember a couple of Drafts or Bills of Exchange. But I don't know by whom or in whom they were drawn or the dates they were on but the amounts of £500 and £350 Halifax currency, they were received for the purpose of discounting myself or of getting them discounted for the accommodation of Mc Multry & Chapman.

Q. How soon after you received them were they discounted?

A. I don't know whether I received them in 1839 or 1840 or about time, as near as my memory serves me they were discounted shortly after they were received, my books will show, I recollect as to one of the Bills a portion of it was returned to them in a day or two afterwards and on the instance of the other there was a portion of it returned to

them the same day as near as I can remember. I could not tell the dates when they were returned without reference to the Books.

Q. Did you not in the year 1839 procure McMillen & Chapman's endorsement of your note for \$1500 or thereabouts which was afterwards got discounted in the State Bank of Indiana?

A. I did not procure it of them, they solicited me to lend them my note for about that amount. I don't remember the date they borrowed it of me, as near as I remember it was in 1839. It never was discounted in the Bank of Indiana at my request, as near as I can remember.

Q. What did you do with that note?

A. As near as I remember it was sent to a man in Chicago, I believe it was, he was a Land Receiver as near as I remember. I don't remember whether it was requested by the Land Receiver to be discounted or not but the object of sending it to him was to purchase lands for McMillen & Chapman, this is as near as I remember, the lands were purchased in my name, but they did not belong to me. I had no interest in the purchase of the land.

Q. So far as you know what part did George W. Chapman take in that transaction?

A. I don't remember anything more about it than that it was done in the name of McMillen & Chapman at the request I think of Mr. McMillen.

Q. Did Mr. Chapman ever speak to you about that transaction?

A. I do not remember distinctly whether he did or not but I think he did. I don't remember that he did.

Q. Who sent the note to Chicago?

A. I think I sent it.

Q. To whose request did you send it, Marvin McMully or George M. Chapman?

A. I think it was Marvin McMully.

Q. Did you ever convey those lands to McMully & Chapman?

A. I gave them the Receiver's Certificate and afterwards received in place of them a Bond & Mortgage to hold as security in place of the Certificate.

Q. To whom did you give those Certificates — Marvin McMully or George M. Chapman?

A. I think I enclosed them in an envelope and either sent by my young man to their store or left them in my office for them as I was going out of town. I don't remember distinctly whether I sent them or left them in my store.

Q. To whom was that envelope directed?

A. I don't remember distinctly whether it was to McMully & Chapman or to Marvin McMully.

Q. Do you know whether Marvin McMully received those certificates?

A. I have no positive evidence he received them.

Q. Was the Bond & Mortgage which you have spoken of given as a Mortgage on that land?

A. I don't know what land it was given on. I presume not on the lands which was purchased in my name. I think it was Chicago City Land.

Q. Whose Bond and Mortgage was that that you have spoken of?

A. I am not able to state positively whether both the Bond & Mortgage were given by D.A. Baldwin or not.

Q. To whom did you dispose of that land?

A. I never disposed of it in any other way than giving to McMully & Chapman the Land Receiver's Certificate which I have before mentioned.

Q. Were those certificates assigned in any way

and if so to whom?

Question objected to by the counsel of the creditors. Objections waived.

A. It is so long since that my memory does not serve me in every particular relating to the matter, but I think I did not assign them to any body but handed the certificates over in the same form that I received them. They might possibly have required endorsements but I am not certain but I think so.

Q. Did you ever execute a deed to any person for that land?

A. That is more than I can tell. I do not remember. I think the giving up the certificates was the last I ~~remember~~ had to do with it.

Q. When did you see those certificates last?

A. I don't know whether I ever saw them after that or not. Upon reflection I think I executed some paper but what it was or as to what land I do not recollect. I have no paper or document to refresh my memory.

Q. What person requested you to execute that paper?

A. I don't know that I can state positively. I think it was at the solicitation of Marvin McMultry if I did execute any paper relating to that land.

Q. What person handed you the Bond & Mortgage of D. A. Baldwin?

A. I have before stated that I did not remember whether both the Bond & Mortgage were made by D. A. Baldwin. The Bond & Mortgage was not directly to me but was assigned to me. I think the paper was handed to me by Marvin McMultry.

Q. At the time McMultry & Chapman borrowed your note for \$1500 or thereabouts were you not largely indebted to them for borrowed money?

A. There was an account between us the Balance of which stood in their favor. I can't say how much nor can I say it was for borrowed money. There was an account current. I will remark that my transactions with Mr. Multy & Chapman were principally with Mr. Multy owing to the absence of Mr. Chapman ^{who was} in Europe or elsewhere abroad most of the time.

Q. Do you not know that Mr. Chapman was in this country ^{during} upwards of two years previous to the dissolution?

A. I believe he was in this country ^{for} sometime previous, but I don't know how long. I should think it was not two years, though it may have been.

Adj'd to 24 August at 5 P.M. 24 August 1843
 attended by Mr. Merlock & Campbell and
 by Mr. Barnard.

Shown & subscribed
 this 24th day of August
 A.D. 1843 before me

Albert M. Multy.

S. Lambeling
 Commissioner

Albert M. Multy

whole of the Tract or the Interest therein under
his control of it? State when and the particulars
of the negotiation?

1. To Sir, I had not personally myself but was
acquainted with a negotiation in which he
acted as an agent for another party and I for
another party on the other side. This negotiation
was commenced in the month of April, I think
1840. The party proposing to purchase was Mr
Harvey C. Newcomb then of this city. Mr Chapman
proposed for the party whom he represented to
make certain reservations of about one half the
land amounting to about 112,000 acres of land
being some they had conveyed and some they
were under obligations to convey. The several
grants under which Mr Mully & Chapman
held called for about 225,000 acres. The
conditions of the purchase were: Mr Chapman
on the payment of certain sums stipulated
in their agreement amounting to a little over
\$11,000 was to cause to be conveyed to Newcomb
or his assigns all of the land excepting these
reservations in which Mr Mully & Chapman
had formerly held an Interest in Mason,
Cabell & Logan Counties in the State of Virginia.
They were to convey covenanteeing against the

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acts of McCulloch & Chapman against the acts

Domestica objected to,

Q What was the character of the land, ^{that was not} so occupied describe the soil and productions? Whether it is hilly or not?

A. The general face of the country was hilly. The bottom lands, the soil appeared to be a deep, dark rich loam. The southerly side of the Hill I should think capable of producing most kinds of grain and grapes and corn. The southerly side of the Hills I should think less productive, poor and thinner soil.

Q Were not the hills steep?

A. They were generally.

Q Was not the title to that land very doubtful?

A. I suppose not.

United States District Court
For the Southern District of New York.

In the matter of
George M. Chapman
a Bankrupt

Interrogatories proposed to Daniel French.

First Interrogatory. Have you had in your possession or under your control the Books of Mc Multry & Chapman mentioned in the copy order served on you on the 7th instant, viz: one Journal the last used by said firm, one French Invoice.

Book, one Sales Book, one Letter Book, and an old Invoice Book saved from the great fire in 1835 or either of them?

Second Interrogatory. Would you be able on looking at the Books produced by you in the Commissioners office to determine whether all the Books of the said firm of Mc Kilty & Chapman which came to you as assignee were present?

Third Interrogatory. Were the Books of Mc Kilty & Chapman all posted up when they came to your hands as assignee and if not whom did you employ to post them up?

Fourth Interrogatory. Which of these clerks had the oversight in posting up said Books?

Fifth Interrogatory. Did both of those clerks continue in your employ until the Books were all posted up?

Sixth Interrogatory. About what time did Joseph Strong leave your employ?

Seventh Interrogatory. Did Mr. Mann continue in your employ until the said books were posted up and were they posted up by him?

Eighth Interrogatory. Have you ever been to examine the said books since they were committed to the charge of Mr Benjamin as before stated by you and have you any knowledge of them since?

Ninth Interrogatory. How long since you closed your books as assignee of C. M. Chapman?

Tenth Interrogatory. Have you had the possession of those books last mentioned ever since you removed your desk from the Merchant's Exchange Hotel in whose possession have they been?

Eleventh Interrogatory. Were these Assignee Books committed to the charge of Mr Benjamin at the same time the Books of Mc Kilty & Chapman were?

Twelfth Interrogatory. How came you to put them in the charge of Mr Benjamin and at whose suggestion did you put them in his keeping?

Thirteenth Interrogatory: Did you employ any clerk after Mr Gunn left you in November 1840 and if so whose?
Fourteenth Interrogatory. Did you leave the office of the Commissioner in company with Mr Chapman on the 31st March last in order to bring in your books as assignee of George H. Chapman and if so why did you not produce them on your return to said office on that day?

Fifteenth Interrogatory. What Books did you direct him to bring to the Commissioners office on the 31st March last or 1st April instant and did you see the Books which were sent by him in the sealed package?

Sixteenth Interrogatory. Did you ever know that any Books were ever taken from the custody of Mr Benjamin after you gave him charge of them?

Seventeenth Interrogatory. Could you tell the handwriting of Mr Gunn and Mr Strong on looking at the Books?

Eighteenth Interrogatory. Do you positively know that you showed the paper referred to in your last answer in the list of the debts of Mr Mulligan's Chapman's firm and of the debts due to your house at the time you now specify?

Nineteenth Interrogatory. Do you not recollect that on that occasion I asked if you had the original assignment of G. H. Chapman?

Twentieth Interrogatory. Do you not recollect also that in looking at it I enquired you whether it contained a full list of all the debts and assets of the firm?

Twenty first Interrogatory. Do you recollect also that when you replied that it did not that I told you it was of no consequence for I had a copy of the same thing and that I showed the same to you?

Twenty second Interrogatory. Do you know that you banded up any papers at that time?

Twenty third Interrogatory. Did I ask you for any paper but the said assignment?

Twenty fourth Interrogatory. What is the name of the paper to which you refer as being lost?

Twenty fifth Interrogatory. The paper to which you refer was it like Exhibit No 2. except that it had the amount due to each creditor annexed to their names respectively?

Twenty sixth Interrogatory. Is not Exhibit No 4 a list of the debts and notes due to the firm of McMillen & Chapman?

Twenty seventh Interrogatory. Are you now sure ^{that} you showed me any other paper than the said assignment of George M. Chapman on the occasion?

Twenty eighth Interrogatory. Have you any recollection of any stating to you that I had seen the schedules of said George M. Chapman and that it did not appear that a list of the debts and assets of the firm accompanied it?

Twenty ninth Interrogatory. Did I subpoena you on that occasion?

Thirtieth Interrogatory. Did I not request you to write to Mr Barnard stating the reason why you could not attend and did you not write a letter to him accordingly?

Thirty first Interrogatory. Did I ask you whether you knew the family of Mr Chapman and whether you were acquainted with his sister Fanny?

Thirty second Interrogatory. Was not the subject-matter of the conversation at that time between you and me in relation to the examination of Mr Chapman on a former occasion in Bankruptcy?

United States District Court
For the Southern District of New York

In the matter of
George M. Chapman
a Bankrupt

Examination of Daniel French upon written Interrogatories. propounded to Mr French and hereto annexed under an order in the above matter dated the 17th day of April 1843.

April 24. Attended by Mr Clark for creditors and Mr Barnard for Bankrupt.

Daniel French being produced sworn & examined on the part of the creditors deposes as follows

1. To the 1st Interrogatory he answers

I presume they were some two years ago. They were all in my possession but I don't recollect these particular Books. The Invoice Book and Sales Book I should never have looked into because there were no goods came to my hands among the assets. These Books generally were put away in Boxes in Mr Benjamin's store to take charge of for me. I can't tell within a month when this was but probably about 18 months since. I told Mr Benjamin to keep them subject to my orders.

2. To the 2nd Interrogatory he says:

I should not. There should be a Journal to correspond with the dates in the Ledger which Journal I do not see.

3. To the 3rd Interrogatory he says:

No Sir. There was some months work to do I employed Mr Gann and Mr Joseph Strong to post them up.

4. To the 4th Interrogatory he says:

Mr Gann had the superintendence of posting up the books of Mr Pulley & Chapman.

5. To the 5th Interrogatory he says:

I think Joseph Strong left my employ before the Books were all posted up

6. To the 6th Interrogatory he says

In about two or three months after the assignment
 7. To the 7th Interrogatory he says
 According to the best of my recollection they were
 I think he continued in my employ until
 the books were posted up. My impression is that
 he has left my employ about November 1840
 when he went to London.

8. To the 8th Interrogatory he says:
 No sir I have not.

9. To the 9th Interrogatory he says:
 I have not closed them yet. There are some
 things which I am informed can be realized from the
 Estate. That is the reason I have kept them open.

10. To the 10th Interrogatory he says:
 No Sir, I presume they have been in Mr
 Benjamin's possession. I mean not in my
 actual possession but subject to my inspection
 or order.

11. To the 11th Interrogatory he says:
 I thought they were. But I was not present
 when they were put up.

12. To the 12th Interrogatory he says:
 To save the expense of an office I am not
 positive at whose suggestion they were put there.
 I think Mr Chapman recommended Mr
 Benjamin. But I am not positive.

13. To the 13th Interrogatory he says:
 It strikes me that Mr Strong did come in
 and assist me occasionally. After Mr Gann left
 I think there was also another person. Mr
 Hammeckin. He was there for some months
 occasionally. Mr Strong when he came in wrote
 business letters for me which I signed and
 probably wrote in the Books, Journal in the Journal
 and Ledger. I think he wrote me all the Books

14. To the 14th Interrogatory he says:

Mr Chapman went with me. I went to Mr Benjamin and asked for the Books. He replied that it was Pocket Day. He was in a great hurry but his things were in confusion from having lately moved, and he said I must excuse him that day from finding them. I then informed him that they were wanted and he promised to find them and keep them from passing into the hands of any one but myself or the Commissioner.

15. To the 15th Interrogatory he says:

I think I told him to bring all the Books of he had belonging to the concern, belonging to me. Being unwell and thinking it doubtful ~~to~~ whether I should be able to come down as I had promised I got him to pledge his word that he would bring the Books to the Commissioner. I saw no Books there. I should of course have brought the Books here if I had seen them.

16. To the 16th Interrogatory he says:

I do not know that I did although I had given directions to Mr Chapman to make an entry of a small payment on the Books of the assignee. The direction was given by a note. I have no knowledge of the Books being taken away at any other time. I now recollect that sometime in the fall or winter of 1841, 1842, Mr Chapman told me that he wanted to make out a statement, or rather I told him that I wanted him to make out a statement of the debts for me to show the creditors, as I frequently felt embarrassed when they made enquiries of me I had not before had such a statement. The statement is one I spoke of the other day which I promised to produce. That paper with those the Commissioner has were in a small drawer together. I always found

it when persons called with them. The day that I was sick and could not attend Mr. Peter Clark called at my house and asked to see the papers. I handed them all to him. He had in his hand a bundle of loose papers of his own which he laid on my table while he examined mine. After he had examined them I placed them in the drawer, did not take them out again until I put them in my pocket - & being there and was very much surprised to find that paper missing. That is all I know of it.

17. Go the 17th Interrogatory he says:
I could not.

18. Go the 18th Interrogatory he says
I do not. I only know that I showed the papers generally. The assignment and the papers connected with it.

19. Go the 19th Interrogatory he says:
Yes Sir, I do.

20. Go the 20th Interrogatory he says:
I think you did make that inquiry.

21. Go the 21st Interrogatory he says:
I don't recollect it.

22. Go the 22^d Interrogatory he says:
I do.

23. Go the 23^d Interrogatory he says:
No, none that I recollect.

24. Go the 24th Interrogatory he says:
A list of the Debts and the Estate.

25. Go the 25th Interrogatory he says:
I think it was.

26. Go the 26th Interrogatory he says:
It is.

27. Go the 27th Interrogatory he says:
I think I showed you all that I had but I am not sure of it.

28. To the 28th Interrogatory he says:
I do not recollect it.
29. To the 29th Interrogatory he says:
You did.
30. To the 30th Interrogatory he says:
You did and I think I wrote a letter accordingly.
31. To the 31st Interrogatory he says:
You asked me whether I was acquainted with Mr. Chapman's family. I answered yes. You asked me whether I was acquainted with Mr. Chapman's sister Fannie and I said I never knew such a person.

(The Examinant hereupon states that he wishes to make an explanation of the facts subsequently ascertained or discovered in relation to Fanny Chapman.

The Council of the creditors object to such explanation as not responsive to the Interrogatory.)

The Commissioner over-rules the explanation offered to be given on the ground of its not being responsive to the Interrogatory.)

32. To the 32nd Interrogatory he says:
I think it was.

I sworn & subscribed
this 24th day of April } Daniel French.
A.D. 1848 before me }
S. Lambden }
Commissioner.

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

In the matter of
George M. Chapman }

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Tachyrogastris hookeri A. Lemaire & B. Bhaugyan

Merleth Gammogary.

15-9

dissolution of the lesson answer as no?

of George Washington ... page 111.

155.

Forty eighth Interrogatory. Is the formal sum which those entries

Twenty sixth February 1861

151.

new journal into which now transcribed the

Left Army Academy, 1861. 1862. 1863. 1864. 1865. 1866. 1867. 1868. 1869. 1870. 1871. 1872. 1873. 1874. 1875. 1876. 1877. 1878. 1879. 1880. 1881. 1882. 1883. 1884. 1885. 1886. 1887. 1888. 1889. 1890. 1891. 1892. 1893. 1894. 1895. 1896. 1897. 1898. 1899. 1900. 1901. 1902. 1903. 1904. 1905. 1906. 1907. 1908. 1909. 1910. 1911. 1912. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 2476. 2477. 2478. 2479. 2480. 2481. 2482. 2483. 2484. 2485. 2486. 2487. 2488. 2489. 2490. 2491. 2492. 2493. 2494. 2495. 2496. 2497. 2498. 2499. 2500. 2501. 2502. 2503. 2504. 2505. 2506. 2507. 2508. 2509. 2510. 2511. 2512. 2513. 2514. 2515. 2516. 2517. 2518. 2519. 2520. 2521. 2522. 2523. 2524. 2525. 2526. 2527. 2528. 2529. 2530. 2531. 2532. 2533. 2534. 2535. 2536. 2537. 2538. 2539. 2540. 2541. 254

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there until about the time that our mother broke up

saved from the

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in the way our Books were kept is a nuisance

Great use will come from your study. ...

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have used it - viz making up account.

Belgium 1891-1892, 1893-1894

165-

Books were posted into the Ledger March, 1888

I believe what you have written is the way it

167

all that class. I was accused with



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hastulae in Rubra. on a. cons. and I

171

73.

By the 73^d Interrogation he says:

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In the matter of

will be correct, and says,

175-

The Invoice Book was a mere copy of Invoices

My schedule was very busy, we saw many

March 1842. I then saw them at Mr Chapman's
 House in Brooklyn. I have seen them since
 sure. I don't know what I have seen any of the
 missing Books at Mr Chapman's in Brooklyn.
 I saw the Ledger, more than one Journal, the
 Bill Book. I can't specify any others but I
 think I saw others. I have no distinct recollection
 in relation to the last Journal. I think I must
 have consulted it but I have no definite knowl-
 edge on the subject.

13. To the 13th Interrogatory he says:

They were all left in the office at the time
 I left. I took some of them. They were all left
 with Mr Chapman.

Given & subscribed
 this 27th day of April
 A. D. 1843 before me

Mr. Mc Mully.

C. Lambden

Commissioner

Exhibit No. 1. S. C.

This agreement made this twenty fourth
 day of April one thousand eight hundred
 and forty between George M. Chapman of
 the city of New York of the first part and
 Daniel French of the City of New York of the
 second part. Whereas the said George M. Chap-
 man has been until recently doing business
 with Harvie McMully as copartners under
 the firm and style of McMully & Chapman in
 the city of New York and of George M. Chapman
 & Co. in London. And whereas the said George
 M. Chapman is now the sole owner of the assets
 that were of his said firm the said McMully
 having sold out lately all his interest in
 the copartnership property of the said firm

to the said George M. Chapman; and whereas the assets and property that were of said firm are insufficient to satisfy and pay off in full the debts of said firm and the said Chapman is desirous of making an assignment of all the property of every name and nature to the party of the second part in trust for the payment of the creditors of said firm so far as the assets so assigned will go, without preference, for the purpose of preventing any particular creditor from obtaining a preference over the others. And whereas in one instance such preference has already been obtained by Morgan L. Candee & Edward Osibner who as creditors of said firm have filed in the Court of Chancery a Judgment Creditors Bill against said The Multy & Chapman on a judgment previously obtained against them for about the sum of eight hundred and sixty two dollars and seventeen cents; whereby they have obtained a lien on the property of said Mc Multy & Chapman for the amount of said judgment and costs subject to which lien therefore the said Chapman is compelled to make his said contemplated assignment. And whereas said Chapman is also compelled to give preference to certain Bonds at the Custom House made by the said Mc Multy & Chapman the United States as creditors and Holders of said Bonds being entitled to such preference by the Laws of the Union.

Now therefore this argument witnesses that the said George M. Chapman the party of the first part hath sold, assigned, transferred

and set over and by these presents doth sell assign transfer and set over unto the said part of the second part all the property and assets that were of his said firm and all his property and estate of every name and nature to have and to hold the same upon trust to take possession of the same at the earliest moment and to collect in the debts and turn all the property hereby assigned into money, and out of the said money in the first place he shall pay off and satisfy all such liens upon the property hereby assigned as exist thereon by reason of the said Judgment Creditors Bill and the said Leasum House Bonds and in the next place he shall pay out of the residue of said money all the creditors of ^{the} said firm (a list of which creditors are to be hereunto annexed) in proportion to the amount of their respective demands so far as said money will go ratably and without preference.

The witness whereof the party of the first part has hereunto set his hand and seal the day and year first above written. The word "next" in the 13th line from the top interlined before execution.

Sealed & delivered
in the presence of }
G. J. Martin.

G. M. Chapman Esq.

City and County of New York ss: I certify that on this 25th day of March 1840 before me personally came George M. Chapman, & one personally known to be the persons described in in and who executed the above instrument of Assignment and also acknowledged that the execution the same for the purpose. Therein

mentioned.

Theodore J. Martin
Comms of Deeds

State of New York }
City and County of New York } ss: I, Joseph Thoxie
Clerk of the City and County of New York and
also Clerk of the Court of Common Pleas for the
City and County do hereby certify that Theodore
J. Martin whose name is subscribed to the
certificate of proof or acknowledgment, a
Commissioner of Deeds for said City and County
dwelling in said City, commissioned and sworn
and duly authorized to take the same. And
further that I am well acquainted with the
handwriting of such Commissioner and
verily believe that the signature to the said
certificate of proof or acknowledgment is genuine.
In testimony whereof I have hereunto set
my hand and affixed the seal of the said Court
and County the 2 day of May 1840.
L. J. B. Joseph Thoxie Clerk.

Erie County }
Clerk's Office, ss. } Recorded in Vol. No 39 of Deeds
at page 335 May 6. A. D. 1840 at 12 o'clock M. and
examined.
R. M. Padelford
Dep. Clerk.

Niagara County }
Clerk's Office, ss. } Recorded May 16th 1840 at
8 o'clock A. M. in the Book of Deeds No. 24 on Page
607 and examined.
H. S. Cook Clerk.

Exhibit No 2. C. C.
The following is a list of the creditors of the

James of Mc Mully & Chapman of the City of New York and George M. Chapman & Co of London referred to in the foregoing assignment.

Jones Lloyd & Co	London
Etches Alexander & Co.	"
Thomas Wilson & Co.	"
George Wildes & Co.	"
Frederick Harrison	"
William Benjamin	"
Brown Brothers & Co.	Liverpool.
Mellis & Co.	Paris.
Brace & Co.	"
John Mackinson & Co	Manchester.
Etches & Parker	"
Saml M. Wilson.	"
John Jackson	"
John Meller	"
John Legg	"
Bruce & Denington	Leeds.
United States Customs House,	New York
Bank of New York	"
Agency of the Bank of the United States	"
Seventh Ward Bank	"
North American Trust & Banking Company	"
Charles H. Russell & Co	"
F. H. Meyer	"
Condee & Scribner	"
Randolphs & Underhill	"
George Brinkhoff	"
Merchants and Mechanics Bank	Troy.
Le Grand & Geo. C. Marvin	Buffalo.
Jacob Smith, Boyce & Jones.	New York.
Mc Mully & Doyier.	Georgetown D. C.
William Bagley	New York.
Amice Chapman	Brooklyn
Murree & Brintwell	New York.

Cebra & Cunningham
Goskey & Co.

New York

J. H. H. Messenger
James Van Valkenburg
Chene Wickman

"
" Wilbur P. G.
Philadelphia.

Andrew Cochran
Hosbrouck & Schoonmacker
Edward S. Hyde
Henry W. Root

do.
Kingston Ulster Co.
New York.
do.

Exhibit No. 3. S. C.

Schedule of sundry notes, judgments, Bonds, & mortgages and property assigned and passed away as collateral security for the debts of J. H. M. & Chapman and George M. Chapman before the general assignment was made by George M. Chapman to Daniel French, the said Notes, Debts and property are of doubtful value but should there be any surplus over and above any of the accounts the same will belong to the said Daniel French as assignee of George M. Chapman.

E. B. Watson's note		\$	263	13
James A. Beal Do.	These notes and perhaps	6,022	66	
Harrington & Lee Do.	some others are placed	1,390	50	
John Duncan Do.	in the hands of	200	00	
P. L. Smith Do.	Joshua. Clebhorn	314	17	
Stewart-Brown Do.	of New York as	224	39	
Wm. P. Hayes Do.	collateral security	1,218	79	
Wells & Co. Do.	for our Drafts	462	79	
Charles R. Marvin Do.	on Messrs Fletchers	1,032	40	
A. H. Gossip & Co. Do.	Alexander & Co.	251	83	
Reed & Amickhoff Do.	of London.	386	12	
J. W. Taylor Do.		284	24	

Do.	Do		284 24
Do.	Do.		330 57
Rent & Brinkerhoff	Do		444 70
Do	Do		444 70
Do	Do		548 52
G. Reeve & Co.	Do.		345 94
Rent & Brinkerhoff	Do.	Passed to Brown Brothers & Co	386 74
G. N. Bond & Mortg		as collateral security	790 00
1/3 of Pearson's Farm			3,364 95
Chicago, cost =		This property was conveyed to Wells & Co of Paris, some as collateral security and some in payment of their a/c. see Day Book and Ledger.	732 65
Lot on 6th Avenue N. York			2,700 00
Block 159. C. Chicago			1,000 00
Monell Lot at Lowell			3,000 00
House No. 154. Hammondy st. N.Y.			
Spencer Kingsley Bond			4,000 00
& Mortg Buffalo			766 79
Lively & Weston judgment			585 53
Temple & Whalen "			659 30
Moses P. Walker "			746 17
W. J. Learning "			4,941 93
Marion Stewart & Gipping "		Assigned as collateral security for the debts due Eunice Chapman and Volney Gunn.	2,828 12
Morris Crane & Keith note			2,475 69
Allen Pratt Fullett Ill			550 00
Noss Strong & Co. Mobile			284 25
John W. Taylor Rockford Ill			5,400 00
Geo. W. Beales Buffalo Bd			
Mortg 2nd lien on the lots			
Land mortgaged by J. L.			
Loran in Ohio valued at			670 00
Rockwell Land Company			
Stock nominal			1,500 00
J. H. Crocker note about		Passed to Abraham Underhill as collateral,	300 00
Abner L. Ely Do.			433 00
Debt against the			
Michigan State Bank			
of which was assigned			583 31

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to Wm Benjamin Jr as
collateral security
B. Thompson of Buffalo
Bond & Mortgage assigned
Jordan & Clark as collateral.

1,000 00

Thomas W Harvey Bond and Mortgage
on property at Salina New York for the payment
of which Styles Killers Bond and Mortgage
on land in Brooklyn Ohio is held as collateral
being for about \$7,500. both assigned to James
G. King of New York in trust for the payment
of our account to Jones Lloyd & Co. London.

0 000 00

Charles C. Marvin Bond and Mortgage
on Lots in Brooklyn for \$5,000. and a
Bond & Mortgage made by Faulkner
Lacey & Taylor on property there on which
was due about \$9,000. both was to Wilney
Gunn to secure certain notes mentioned
in said assignment for about and interest

5732 79.

10 Bonds of the State of Alabama for
\$1,000 each and 13 Shares of the Planters
Bank of Mobile for \$10 each pledged by
Chas. C. Marvin to secure a loan of \$8,000.00

A quantity of Palm Leaf Hats in the
hands of Christian Gotting Scher of Leipzig
assigned to Bruce & Denington of Leeds as
collateral security for their a/c valued about,

1,000 00

Chas. H. Gregory Bond and Mortgage
on lots near Ithaca assigned to Wilney
Gunn in trust to sell the same at
auction or otherwise for the benefit of Mrs
Jane Chapman of London.

In addition to this list there may
be other collaterals which have been
passed away as security for the debts

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 of Mc. Multry & Chapman if so, they will be found by referring to the Books and papers of the firm. But in no case do I believe that we have placed security that will ultimately yield more than the debts for which such security was given a full and perfect description of all the above property will be found in the Books and papers of the Firm.

Exhibit-No 4.

Schedule of Debts, Notes and Property assigned by George M. Chapman & Daniel French of the City of New York for the benefit of the creditors of Mc. Multry & Chapman. March 25, 1840, so far as the same can be made out from the Books of said Firm.

E. O. Freeman	Ploughshares Book	apc	\$	891	98
Alexander Cushman	New York	Do		97	50
Henry Brothers	note			296	83
Virginia Land	apc with J. M. Sted			240	00
Wood & Sharp	Note			22	75
Gunsberg & Lloyd	Do.			441	00
John Eddy	New York	apc		32	00
P. R. Peland & Son	London	apc		45	12
C. Hocking	Leipsig	apc		10	50
J. Milford		apc		5	86
Barnard		apc		65	03
Reafus	Spanning	Note		50	00
Dickinson & Harris		Do.		147	00
James Kenzie		Do.		1097	93
Seth J. Thomas.		Do		186	10
Le Bisber & Co		Do		160	81
Grack & Marvine		apc		98	98
White & Richards		apc		2,725	97
Wetzel & Co. Wetzel	Switzerland	apc		225	00
Monmouth Purchase Co		apc		2,500	00

John Glettinger	a/c	20	00
Cochran Brothers	a/c	379	00
Geo. Hall Brooklyn	note	341	47
Isaac Davaga	a/c	445	72
Wenthus & Robert Mobile	a/c	1.237	57
Claples & Woolley	a/c	96	26
Abijah Smith	a/c	72	00
Sands & Buckley Brooklyn	a/c	149	15
Green & Glatkiss	a/c	554	97
David Lea Gonsutt	a/c	715	96
Adolphus Hubert	a/c	374	94
Howard Insurance Co	a/c	6.385	72
Traders do	a/c	5000	00
Edos Milliken	a/c	106	20
Wittington & Wilson	a/c	44	54
Lewis Hlocum	a/c	43	44
Gault Bigelow & Co	note	425	74
Doran & Co judgment in hands of		5420	00
Brush & Gilbert of Columbus Ohio			
Woods & Kelley	note	88	49
Wm. C. Barwell Philada	a/c	3371	85
+ Hanna De Forest & Co.	a/c	292	25
D. Dexter	a/c	155	00
P. Brammond Phila	note	390	81
Granger Brick & Co.	Do	624	00
Graham & Mitchell Phila	a/c	4,131	48
Parkins Hopkins & Co	a/c	35	58
Thomas a/c Thomas	a/c	70	72
John Freeman	a/c	135	85
W. B. Woodruff	note	708	88
Thompson & Dayton	Do	283	00
John Hanna a/c <u>perfected</u> ore sold			
sundry notes of doubtful value as collateral		357	21
Hallock & Bates	note	1,838	68
Luben & Lemare	a/c	2,827	90

Brandon Bank Weiss	a/c	496	33
Planters Do P. & T. Gibson	a/c	214	60
M. L. & M. Cohen of New York Judgment		91	75
Novell Stoddard & Co	a/c	150	55
R. Kopeland & Co.	a/c	68	75
C. & H. Lambert	a/c	144	75
R. M. Havens.	a/c	1500	00
Hopkins Kinder & Co	a/c	55	21
R. N. Drake	a/c	123	52
Jackson & Capas & Co	a/c	2079	44
Holms & Macon	note	227	86
John Lovejoy	Do	344	61
Geo. C. Kemight	a/c	3045	61
Peter Clark	a/c	2882	42
J. D. Colver a/c for which we hold 163 } acres of land in Ulster Co. as collateral }		1729	46
Parkinson & Gibson	a/c	108	82
Murphy & Green	note	415	02
M. Loveland	a/c	742	79
D. L. Mayo	a/c	99	02
Charles Ehle	a/c	34	34
C. B. Dunbar	Judgment	3,984	20
William J. Watson	a/c	127	00
E. Safford	a/c	12	00
Samson Glyde	2 notes	5,625	55
Thos M. Harvey	note	420	00
Henry King	a/c	167	81
Alfred M. Whitney	a/c	2237	08
Geodone Clark		77	30
Lewis H. Hodges Buffalo	note	50	00
Lewis Breck St. Louis	a/c	52	19
Mr. Clark	a/c	97	50
Little & Shaw	a/c	40	50
R. W. Peck	a/c	58	94
G. B. Wood	a/c	11	07
J. B. Fairbank	a/c	1195	00

James Looney	note	292	15
L. Procter	a/c	174	62
J. E. Hammett	a/c	1427	08
William McPulley of Georgetown S. C.	and a/c	6760	56
do do	his a/c	1678	06
Albert McPulley N. York	a/c about	6000	00
Saron Marvine Mobile	a/c	22,567	48
Agos S. Marvine N. York	a/c	1,501	34
Geo. Brinkerhoff Brooklyn	a/c	1982	32
Geo. W. Brinkerhoff do	a/c	1234	17
J. H. Ware Detroit - judgment		6412	17
Abijah Smith at Milber	a/c	3694	23
do	current a/c	4700	15
Churchy shares of stock of the Blue Hill	}	3,278	81
Granite Company in Maine			
Share at Blue Hill in company with	}	4,292	79
Company of New York a/c			
Treasurer Blue Hill Granite Co.	a/c	110	00
Benjamin Rathbun of Buffalo	notes	15000	00
Albert McPulley	note	144	00
Martha Bradstreet	do	135	00
Benton & Edmonds	do	274	88
James B. Ambler	do	120	00
Wm. H. Penney	do	1004	94
Charles Spring	do	3000	00
Churchy Mansicut a/c on Books	amt	3,766	17
A box caps left with Trask & Marvine & value		20	00
A lot of black rods and Garsels assigned	}		
to Walton & Fuller from which his a/c			
against one is to be deducted			
A package of Gas caps & in hands of	}		
Penney & Co. Columbus Ohio			
Claim on John Marvine of Cleveland	}		330
Ohio for about \$250 for which he gave sundry			
collaterals now in the hands of Austin Penfield			
Esq. Cuyahoga Ohio.			

Sundry claims on the New York Custom House for duty on goods burnt at the great fire and for return duties.

An unsettled claim against Leroy & Berry of Paris France for sales of Palmleaf Hats assigned to them on joint a/c subject to their a/c against for which see our Day Book and Ledger.

2 Sections of Canal Seavels in Lea Hall and Mill Counties Illinois which I deeded to Wm. B. Hoyt of Danbury N.Y. to protect them from attachment and which are the property of H. M. Chapman & included in this assignment. They have been attached by the Banks of New York before the Deed was recorded and lost.

Lands in Erie Co. N.Y. see a/c	2560	00
Do in Pendleton do do	4696	00
Lot corner Virginia & Rath St Buffalo	455	01
John G. Page Bond & Mortgage	3000	00
Stn P. Goldridge Do	2000	00
John Wilson Do	3192	00
James B. Arbler Do	1000	00
1/4 Sec. land in Kent Co Michigan see a/c	492	00
1/2 Do in Yarnope Do Do	400	00
13 unfinished Houses in Phila subject to ground rent &c &c	1100	00
2 Land Bonds & Mortgages on Lots at Leavelle in hands of Tappan Wentworth	1470	79
Lease of Gray & Lime Kiln at Wilber	850	00
A lot of wild wood at Shinnecock River Co.	2000	00
Christopher Ferris Bond & Mortgage on a lot at Buffalo	100	00
	6000	00

In addition to the above list there may be other debts, claims, dues and property belonging to the late firm Mc Multry & Chapman and notes which they hold as collateral security for debts due them if so they will be found on referring to the Ledger Letter Book Portfolio and other books and papers of the House which were delivered to Mr Finch on the day the assignment was made; a full & perfect description of all the above property will be found in the Books and papers of the Firm.

~~Exhibit No. 13.~~

~~\$900.~~

~~New York January 17th 1840.~~

~~Ten days after date we promise to pay
to our own order Nine Hundred dollars value received~~

~~Mc Multry & Chapman
by G. M. Chapman.~~

~~(Endorsed)~~

~~Mc Multry & Chapman
by G. M. Chapman.~~

~~Exhibit No. 14.~~

~~\$1000.~~

~~New York January 17th 1840.~~

~~Ten days after date we promise to pay to our
own order one thousand dollars value received~~

~~Mc Multry & Chapman
by G. M. Chapman.~~

~~(Endorsed)~~

~~Mc Multry & Chapman
by G. M. Chapman.~~

~~Exhibit No. 15.~~

~~\$900~~

~~New York January 17. 1840~~

~~Ten days after date we promise to pay to
our own order. Nine Hundred dollars value received~~