

personally known to be the person described in and who subscribed the above Instrument of assignment, and who acknowledged that he executed the same for the purpose therein mentioned.

THEODORE J. MARTIN,  
*Com'r of Deeds.*

STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss. I, Joseph Hoxie, 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 the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Commissioner of Deeds for said city and county, dwelling in the 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 2nd day of May, 1840.  
[SEAL.] JOSEPH HOXIE, *Clerk.*

ERIE COUNTY, }  
CLERK'S OFFICE. } ss. Recorded in Lib. 59 of Deeds, p. 335, May 6, A. D. 1840, at 12 o'clock M., and examined.  
R. W. PADLEFORD, *Dep. Clerk.*

NIAGARA COUNTY, }  
CLERK'S OFFICE. } ss. Recorded May 16, A. D. 1840, at 8 o'clock A. M., in Book of Deeds No. 24, page 607, and examined.  
H. A. COOK, *Clerk.*

The following is a list of the creditors of the firm of McNulty & Chapman, of the city of New York, and George M. Chapman & Co., of London, referred to in the foregoing assignment:

- |                                    |                                       |
|------------------------------------|---------------------------------------|
| Fletcher, Alexander & Co., London. | Bruce & Dorrington, Leeds.            |
| Jones, Loyd & Co.,                 | " United States Custom House, N. Y.   |
| Thomas Wilson & Co.,               | " Bank of New York, N. Y.             |
| George Wildy & Co.,                | " Agency of the Bank of the United    |
| Frederick Harrison,                | " States, New York.                   |
| William Benjamin,                  | " Seventh Ward Bank, New York.        |
| Brown Brothers & Co., Liverpool.   | North American Trust Banking          |
| Wells & Co., Paris.                | Company, N. Y.                        |
| Prave & Co.,                       | " Chas. H. Russell & Co., New York.   |
| John Makinson & Co., Manchester.   | F. X. Meyer,                          |
| Etches & Parker,                   | " Candee & Scribner,                  |
| T. & W. Wilson,                    | " Randolph & Underhill,               |
| John Jackson,                      | " George Brinckerhoff,                |
| John Meller,                       | " Merchants' & Mechanics' Bank, Troy  |
| John Clegg,                        | " Le Grand & Geo. L. Marvin, Buffalo. |



Jacob Smith, Bryce & Jones, N. Y. William Bagley, New York.  
 McNulty & Dozier, Georgetown, D. C. Eunice Chapman, Brooklyn.  
 Warren & Brintall, New York. Hasbrouch & Schoonmaker, Kings-  
 Cebra & Cumming, " ton, Ulster Co.  
 Coskrys & Co., " Andrew Cochran, Philadelphia.  
 T. H. H. Messenger, " Edward G. Hyde, New York.  
 Jas. VanValkenburgh, Wilbur, N. Y. Henry W. Root, "  
 Cheve Hickman, Philadelphia.

(30)

*Schedule of Debts, Notes and Property* assigned by George M. Chapman to Daniel French of the City of New York, for the benefit of the creditors of McNulty & Chapman, March 25th, 1840, so far as the same can be made out from the books of said firm:

E. O. Freeman, Poughkeepsie; book account,	\$891 98
Alex. Cushman, New York,	97 50
Henry Brothers; note,	296 83
Virginia land account with J. M. Stead,	240 00
Wood & Sharp; note,	22 75
Young & Loyd; note,	441 00
John Ely, New York; account,	32 00
P. R. Poland & Son, London; account,	43 12
C. Gohung, sen., Leipzie; account,	10 50
J. Wilfred; account,	5 87
Bernard; account,	65 03
Rufus Spaulding; note,	50 00
Dickenson & Harris; note,	147 00
James Kenzie; note,	1,097 93
Seth J. Thomas; note,	186 10
C. Bisbee & Co.,	160 81
Trask & Marvin; account,	98 98
White and Richards; account,	2,725 97
Wohler & Co. Wohler, Switzerland; account,	225 00
Monmouth Purchase Company; account,	2,500 00
John Hettenger; account,	20 00
Cochran, Brothers; account,	379 00
George Hall, Brooklyn; note,	341 47
Isaac Davega; account,	445 72
Marthers & Robert, Mobile; account,	1,237 57
Staples & Woolley; account,	36 26
Abijah Smith; account,	72 00
Sands & Buckley, Brooklyn; account,	149 15
Green & Hotchkiss; account,	554 97
David La Tonnelt; account,	715 96
Adolph Hubert; account,	374 94
Howard Insurance Co.; account,	6,385 72
Traders' Insurance Co.; account,	5,000 00
Thomas Milliken; account,	106 20
Withington & Wilson; account,	44 54



Lewis Slocum; account,	\$43 44
Gault, Biggelow & Co.; note,	425 74
Doran & Co., judgment in hands of Brush & Gilbert, of Columbus, Ohio,	5,420 00
Voorhies & Kelly; note,	88 49
Wm. C. Cardwell, Philadelphia; account,	3,371 85
Hanna, De Forest & Co.; account,	292 25
A. Dexter; account,	155 00
P. Bremmond, Philadelphia; note,	390 81
Grainger, Birch & Co.,	624 00
Graham & Mitchel, Philadelphia; account,	4,131 48
Perkins, Hopkins & Co.; account,	35 38
Thomas, assignee Thomas; account,	70 42
John Freeman; account,	135 85
W. B. Woodruff; note,	708 88
Thompson & Dayton; note,	283 00
John Hann, account, for which we hold sundry notes of doubtful value as collateral,	357 21
Hallock & Bates; note,	1,838 68
Cohen & Leman; account,	2,827 90
Brandon Bank, Mississippi; account,	496 33
Planters' Bank, Port Gibson; account,	214 60
M. D. & W. Cohen, New York; judgment,	91 75
Trevell, Stoddard & Co.; account,	150 53
R. Copeland & Co.; account,	68 75
C. & R. Lambert; account,	144 75
R. N. Havens; account,	1,500 00
Hopkins, Cruder & Co.; account,	55 21
R. N. Drake; account,	123 52
Jackson, Capers & Co.; account,	2,079 44
Holmes & Mason; note,	227 86
John Lovejoy; note,	344 61
Geo. C. Knight; account,	3,045 61
Peter Clark; account,	2,882 42
J. D. Colver, account, for which we hold 163 acres of land in Ulster county, as collateral,	1,729 46
Parkinson & Gibson; account,	108 82
Murphy & Green; note,	415 02
M. Loveland; account,	742 79
D. L. Mayo; account,	99 02
Charles Ehle; account,	34 34
C. B. Dunbar; judgment,	3,984 20
Wm. J. Watson; account,	127 00
E. Lafort; account,	12 00
Simeon Hyde; two notes,	5,625 65
Thomas W. Harvey; note,	420 00
Henry King; account,	167 81
Alfred M. Whiting; account,	2,239 08
Theodore Clark,	77 50
Lewis H. Hodges, Buffalo; note,	50 00
Lewis Beach, St. Louis; account,	52 19



W. Clark; account,	\$97 50
Little & Shaw; account,	40 50
R. W. Peck; account,	58 94
G. B. Alvord; account,	11 07
J. B. Fairbanks; account,	1,195 00
James Cropsey; note,	292 15
L. Proctor; account,	14 62
J. E. Harriott; account,	127 08
William McNulty of Georgetown; general account,	67,604 66
William McNulty of Georgetown; his account,	1,673 06
Albert McNulty, New York; account about	6,000 00
Aaron Marvin, Mobile; account,	22,567 43
Azor S. Marvin, New York; account,	1,501 54
Geo. Brinckerhoff, Brooklyn; account,	1,982 32
Geo. W. Brinckerhoff, Brooklyn; account,	1,234 17
J. S. Ware, Detroit; judgment,	6,412 17
Abijah Smith at Nilbur; account,	3,694 33
Abijah Smith; current account,	4,700 55
Sundry shares of stock of the Blue Hill Granite Company in Main Coil,	3,278 81
Store at Blue Hill, in company with Tinney of New York; account,	4,292 79
Treasurer Blue Hill Granite Co.; account,	110 00
Benjamin Rathbun of Buffalo; notes,	15,000 00
Albert McNulty; note,	144 00
Martha Bradstreet; note,	135 00
Burton & Edmonds; note,	274 88
James B. Ambler; note,	120 00
W. K. Penny; note,	1,004 94
Charles Spring; note,	3,000 00
Sundry transient accounts on books; account,	3,765 17
A box of caps left with Trask & Marvin; value,	20 00
A lot of cloak cords and tassels, consigned to Walton & Fuller, from which his account against me is to be de- ducted.	
A package of fur caps, &c., in hands of Penny & Co., Co- lumbia, Ohio.	
Claim on John Munson of Cleveland, Ohio, for about \$350, for which he gave sundry collaterals now in the hands of Austin Penfield, Esq., Elyria, 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 Low & Berry, of Paris, France, for sale of palm leaf hats, consigned to them on joint account, subject to their account against us, for which see our day book and ledger.	
Two sections of canal lands in Lasalle and Will counties, Illinois, which I deeded to William B. Hoyt of Danbury, Connecticut, to protect them from attachment, and which are the property of G. M. Chapman, and included in this assignment; they have been attached by the Bank of	



New York before the deed was recorded. 1st cost,	\$2,560 00
Lands in Erie county, New York ; see account,	4,690 00
Lands in Pendleton county, New York ; see account,	455 01
Lot corner of Virginia and Ninth streets, Buffalo,	3,000 00
John T. Noye ; bond and mortgage,	2,000 00
Abraham P. Holdridge,	3,192 00
John Wilson,	1,000 00
James B. Ambler,	492 00
Quarter section land in Kent county, Mich. ; see account,	400 00
Half section land in Genesee county, Mich. ; see account,	1,100 00
Thirteen unfinished houses in Philadelphia, subject to ground rent, &c., &c.,	1,470 79
Two second bond and mortgages on lots at Lowell, in hands of Tappan Wentworth,	850 00
Lease of quarry and lime kilns at Wilbur,	2,000 00
A lot of cord wood at Skinnerville, Erie county,	100 00
Christopher Ferris, bond and mortgage on a lot at Buffalo,	6,000 00

In addition to the above list there may be other debts, claims, dues and property belonging to the late firm of McNulty & 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. French on the day the assignment was made ; a full and perfect description of all the above property will be found in the books and papers of the firm.

E. E.

Schedules of sundry notes, judgments, bonds and mortgages and property assigned and passed away as collateral security for the debts of McNulty & Chapman and Geo. M. Chapman, before the general assignment was made by Geo. 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 Geo. M. Chapman.

E. B. Watson's note,	\$263 13
James A. Beal ; note,	6,022 66
Carrington & Lee ; note,	1,390 50
John Duncan ; note,	200 00
P. L. Sink ; note,	316 57
Stuart Brown ; note,	224 39
Wm. H. Hoys ; note,	1,218 79
Wells & Co. ; note,	662 79
Charles R. Marvin ; note,	1,039 40
A. H. Gissip & Co. ; note,	251 83
Kent & Brinckerhoof ; note,	386 12
J. W. Taylor ; note,	284 24
" " " "	284 24
" " " "	350 57
Kent & Brinckerhoof ; note,	444 70
" " " "	444 70
Kent & Brinckerhoof ; note,	548 52



G. Reeve & Co.; note,	\$365 94
Kent & Brinckerhoof; note, passed Brown Bros. & Co. as collateral security,	386 94
F. Miller; bond-and mortgage,	796 00

The above notes, and perhaps some others, were placed in the hands of Joshua Clibborn of New York, as collateral security for our drafts on Messrs. Fletcher, Alexander & Co., of London.

One-third of the Parson's farm, cost,	\$3,364 95
Lot in 6th Avenue, New York,	732 65
Block 159 East Oswego,	2,700 00
Morrèll lot at Lowell,	1,000 00
House No. 154 Hammersley street, New York,	3,000 00
Alpheus Kingsley, bond and mortgage, Buffalo,	4,000 00

The above property was conveyed to Wells & Co., of Paris, some as collateral security, and some in payment of their account; see day book and ledger.

Levely & Sexton; judgment,	\$764 79
Trapp & Whalen, "	585 33
Moses P. Walker, "	659 30
W. J. Dearing, "	746 17
Marvin, Stuart & Topping; judgment,	4,941 93

Assigned as collateral security for the debts due Eunice Chapman and Volney Gunn.

Morris, Bram & Keth; note,	\$2,828 12
Allen Pratt, Joliet, Ill.; note,	2,475 69
Ross, Strang & Co., Mobile; note,	550 00
John W. Taylors, Rockford, Ill.; note,	284 25
Geo. W. Beats, Buffalo, bond and mortgage, 2nd lien on the lots,	5,400 00

Land mortgaged by J. S. Doran in Ohio, valued at	670 00
Rockwell Land Company, stock nominal,	1,000 00

Assigned as collateral security for the debts due Eunice Chapman and Volney Gunn.

J. H. Crocker; note about	\$300 00
Abner S. Ely; " "	433 00

The above two notes passed to Abraham Underhill as collateral.

Debt against the Michigan State Bank, which was assigned to William Benjamin, Jr., as collateral security.	\$583 81
B. Thompson of Buffalo, bond and mortgage assigned to 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 & Miller's bond and mortgage on land in Brooklyn, Ohio, is held as collateral, being for about \$7,500, both assigned to James T. King of New York, in trust for the payment of our account to Jones, Loyd & Co., London.	6,000 00
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------

Charles R. Marvin's bond and mortgage on lots in Brooklyn for \$5,000, and a bond and mortgage made by Faulkner, Lacy and Taylor of Buffalo, on property there, on which was due about \$9,000; both were assigned to Volney Gunn to secure certain notes mentioned in the said assignment for about \$5,732.79 and interest.



Ten Bonds of the State of Alabama for \$1,000 each, and thirteen shares of the Planters' Bank of Mobile for \$100 each, pledged by Charles S. Marvin to secure a loan of \$8,000.

A quantity of palm leaf hats in the hands of Christian Goheneq, Sen'r, of Leipzie, assigned to Buci & Dorrington, of Leeds, as collateral security for their account; value about

1,000 00

Charles A. Gregory, bond and mortgage on lots near Ithica, assigned to Volney 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 of McNulty & 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.

E. E.

317(31.)

16.

List of the Money and Property received from the assets of McNulty & Chapman and George M. Chapman, under Geo. M. Chapman's assignment, dated March 24th, 1840.

1840.

April 10.	From J. D. Bernard, Montreal, balance of account,	\$65 03
" "	From sheriff, for proceeds of goods valued in invoice at \$4,500, sold under execution of State Bank of Indiana, and paid over to H. H. Hunnewell,	640 42
" 27.	Amount realized at auction for McNulty & Chapman, fixtures in their store, Cedar street,	14 25
May 10.	From Traders' Insurance company of New York, per dividend on McNulty & Chapman's claim on them for \$10,000 of 9 <sup>5</sup> / <sub>100</sub> per cent.,	985 00
June 14.	From Alex. Cushman of New York; on account,	10 00
July 1.	From James Hazelet, of New York; on account,	3 00
" "	From R. M. Peck, of New York; on account,	3 00
" 10.	Seth J. Thomas, of Boston, in full compromise of his debt,	107 71
" 15.	From Perkins, Hopkins & White, New York; in full.	45 38
" 24.	From G. B. Alvord, of New York,	11 07
Aug. 12.	From Little, Shaw & Co., of New York; dividend,	8 10
" 18.	From J. D. Miller, in full for Kingsley mortgage, \$1,000 of above paid to Hunnewell.	1,200 00



Sep. 25.	From Lewis Slocum, Hollister, Mass. ; in full,	\$46 81
Nov. 9.	Received in compromise for our title to Lowell Theatre, gave quit claim, subject to mortgage,	100 00
24.	From J. S. Whittingham, New York; in full,	10 00
1841.		
Jan. 1.	From A. Cushman, New York; on account,	15 00
" "	From R. W. Peck, New York; on account,	20 00
" "	From assignees of Jackson & Capers, Charleston, S. C., dividend on claim, less expenses,	22 80
" 21.	From A. Cushman, New York; compromise in full,	15 00
" "	From Sawyer, in full compromise of claim against Dickenson & Harris, less discharged bills,	69 35
" "	From S. Harriott & Co., New York; in full,	127 08
Feb. 1.	From Corbin, of Charleston, S. C., in full compromise of	91 63
May 10.	Williams & Clark, Esqrs., in full for Vaus & Kelley's note collected by them; less expenses and costs,	82 38
July 1.	From New York Custom House for return duties on certain goods consumed by great fire in 1835,	1,037 88
" "	From George Hall, Brooklyn, in compromise of his account, \$341.47,	65 00
" "	Amount received from sale of land at Buffalo, covered by C. Ferris' mortgage of \$6,000, sold under foreclosure of said mortgage,	100 00
Aug. 1.	From Sands & Buckley, New York, in compromise of claim of them for	175 00
" "	From Hallock & Bates, New York, in compromise of their note for \$1,838.68,	300 00
" "	From Lewis Beach, St. Louis, compromise debt, \$52,	5 00
Oct. 4.	From W. Benjamin, Jr., New York, for sale of caps consigned to Trask & Marvin; transferred to him,	16 25
" "	From C. Mayland, N. Orleans; compromise \$250,	7 50
" 6.	From Bleecker & Van Dyke, auctioneers, New York, for the following assets duly advertised and sold at auction, subject to mortgages, taxes, &c., without recourse to me, viz.:	
	Lot corner Virginia and 9th streets, Buffalo,	20 00
	J. T. Noye, bond and mortgage on land near Buffalo,	20 00
	J. M. Ambler, bond and mortgage on land near Lynn, Mass.,	10 00
	Abraham P. Holdridge's 2nd bond and mortgage on land near Oswego,	25 00
	Eighty acres in Kent county, Michigan; title imperfect and sold for taxes,	15 00
	One hundred and sixty-six acres in Genesee county, Michigan; title imperfect and sold for taxes,	25 00



Lot No. 20, town Shanandaken, Ulster county, New York, subject to Cunningham mortgage on whole tract, \$20 00

1842.

Dec. 31. From Richard Van Dyke, auctioneer, N. Y., for the following assets duly advertised and sold at auction, subject to mortgages, taxes and incumbrances, without recourse to me, sold at the Merchants' Exchange, viz.:

Lot corner of Clinton and Elm streets, Buffalo, 20 00

Lot corner of alley and Elm street, Buffalo, { 55 00

Lot on Oak and Batavia streets, Buffalo, {

Lot on Columbia street, Buffalo, 10 00

Simeon P. Hyde's note for \$25, 25 00

Two half sections land in Lasalle county, Illinois, conveyed to Geo. M. Chapman by E. D. Taylor, and attached upon suits of Trask & Marvin and Bank of New York, 20 00

From Little, Shaw & Co., New York; dividend on claim, 6 73

1845.

Nov. 11. From Charles S. Bradford, 306 17

1846.

From Rathbun, Esq., in full, for all the remaining assets of said estate duly advertised and sold at auction, this day, by Jenkins & Leeds, auctioneers, to close the tract [trust?], bought in by him for Mrs. Eunice Chapman, 265 00

E. E.

(32) J

*List of Disbursements and Payments made by Daniel French,  
Assignee of Geo. M. Chapman, under said trust.*

1848.

April 1—Paid Candee and Scribner, judg't, int. and costs, subject to which I received said assignment, \$796 80

" " —Paid Jordan & Clark costs and fees, charged to H. Hollis Hunnewell, of Boston, incurred in procuring assignment to him of Bank of Indiana judgment for \$1,660, as collateral to his loan to G. M. Chapman, March 9, 1840, of \$1,600, 53 00

" " —Paid H. Hollis Hunnewell cash received from Sheriff on Bank of Indiana judgment, on account of loan of \$1,600 made March 9, 1840, 640 42

" 18—Paid Abraham Underhill, Esq., New York, fees, &c. 15 00

" 27—Paid Collector of New York McNulty & Chapman's fire bond, subject to which claim I received the trust, 45 00

" 30—Paid Geo. Brinkerhoff, Esq., law exp. on settlement, 50 00



May	13—Paid Jos. M. Strong on account of his services as clerk, in helping get up the accounts, books, &c.,	\$24 00
"	14—Paid A. Underhill, Esq., costs defending the estate against C. Hickman's claim,	20 00
"	16—Paid McNulty & Chapman's fire bond to Collector,	74 00
"	"—Paid McNulty & Chapman's fire bond to Collector,	35 00
"	"—Paid J. M. Strong his account, petty cash, postages, &c., to date,	37 50
"	"—Paid J. M. Strong, on account of his services to date,	76 00
June	14—Paid McNulty & Chapman's fire bond to Collector,	74 00
"	24—Paid Sherwood & Underhill, defending suit,	15 00
July	24—Paid Barnard & Baldwin, " "	8 25
August	1—Paid Hale & Hallock for rent of office, 71 Wall st.,	37 50
"	"—Paid W. W. Campbell his bill, costs on his motion to open default against estate,	45 00
"	3—Paid Barnard & Baldwin counsel fee, &c.,	40 42
"	"—Paid J. M. Strong on account services,	23 71
"	7—Paid J. M. Strong his acct. petty cash, postages, &c.,	12 04
"	18—Paid Gracie & Sargeant, agents of H. Hollis Hunnewell, balance of \$1,600, loan made March 9, 1840, to G. M. Chapman,	1,000 00
Nov.	10—Paid V. Gunn on account services, about	600 00
"	2—Paid Hale & Hallock rent of office, 71 Wall street,	37 50
"	9—Paid J. M. Strong, acct. petty cash, postages, &c.,	4 15
"	20—Paid V. Gunn on account interest,	64 00
"	"—Paid Campbell & Baldwin's costs in suit, Peter Clark and others, per bill rendered,	32 00
1841.		
Jan'y	11—Paid fire bond of McNulty & Chapman to Collector,	314 00
"	21—Paid Geo. M. Chapman on account services, about	460 00
Feb.	1—Paid rent of office to Hale & Hallock to date,	37 50
"	"—Paid fee to Geo. White, Esq., for filing creditor's bill in name of H. H. Hunnewell, to prevent A. S. Marvin conveying 14 lots at Chicago, covered by the Baldwin Mortgage,	25 00
"	14—Paid McNulty & Chapman's fire bond to Collector,	74 00
May	20—Paid rent of office to Hale & Hallock,	37 50
July	1—Paid fees to clerks and sharks about the Custom House, to get through claim for return of duties on goods burnt at the great fire,	637 88
March	18—Paid McNulty & Chapman's fire bond to Collector,	36 00
"	18—Paid Geo. M. Chapman on account services,	
April	29—Paid fire bond,	46 00
May	16—Paid fire bond,	36 00
June	14—Paid fire bond,	74 00
"	"—Paid petty cash, postages, &c., per book,	65 33
August	1—Paid E. Benjamin for rent of office,	25 00
"	"—Paid H. T. Dickey, Esq., law expenses, &c.,	20 00
"	"—Paid S. Sherwood, Esq., " "	37 00
"	"—Paid postages, &c., petty cash book,	53 00
Oct.	6—Paid V. Gunn balance due him for services,	



Oct.	6—Paid V. Gunn interest of money borrowed of him,	\$64 00
"	"—Paid Bleecker & Van Dyke, auctioneers at New York, for their bill advertising lands, and selling same at auction,	25 00
"	"—Paid postages and small expenses, to date,	25 00
1844.		
October.	—Paid Abraham Underhill, Esq., services and legal advice,	15 00
1846.	Paid postages and expenses from July, 1841, to date,	39 88
	Paid V. Gunn, overhauling accounts, &c.,	100 00
	Paid Jos. M. Strong for services in 1842-3,	23 71
	Paid Cromwell & Norton and Underhill & Dodge, defending the Doyle suit,	350 00
	Paid Jenkins & Leeds, auctioneers, New York, for selling and advertising remaining assets at auction to close the trust,	25 00

(83.)

KNOW ALL MEN BY THESE PRESENTS, That I, Geo. M. Chapman, of the city of Brooklyn, county of Kings, and State of New York, of the first part, in consideration of the sum of sixteen hundred dollars, lawful money of the United States, to me in hand paid by H. Hollis Hunnewell, of the city of Boston, of the second part, at or before the en sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over, unto the said party of the second part, a certain Indenture of Mortgage, bearing date the thirtieth day of July, one thousand eight hundred and thirty-five, made by Alpheus Kingsley, of Norwich, in the State of Connecticut, of the first part, and Harry Miller, of the city of Buffalo, of the second part, on property in Buffalo, which said mortgage was recorded in the Clerk's office of Erie county, on the 4th day of August, 1835, in Liber 17 of Mortgages, page 381, together with the bond or obligation therein described, and the money due and to grow due thereon with the interest, to have and to hold the same unto the said party of the second part, his heirs, executors and assigns forever, subject only to the proviso in the said Indenture of Mortgage mentioned. And I do hereby make, constitute and appoint the said party of the second part, my true and lawful attorney, irrevocable, in my name or otherwise, but at his proper costs and charges, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as I might or could do, if these presents were not made.

It is understood and agreed that the above mentioned mortgage shall be assigned back to the party of the first part, on his paying to the party of the second part the sixteen hundred dollars consideration money above mentioned.

In witness whereof, I have hereunto set my hand and seal, the seventh day of March, one thousand eight hundred and forty.

Scaled and Delivered in presence of }  
JAMES AGNEW, } G. M. CHAPMAN. [SEAL.]  
14



(34.)

(35.)

Received, New York, March 9, 1840, Messrs. Gracie & Sargeant's note for eleven hundred dollars, and cheque for five hundred dollars, which I agree to refund, within the next fortnight, and receive back the Kingsley mortgage and deed of Lowell lots, which I have assigned as collateral security for this sum.

G. M. CHAPMAN.

(36.)

\$60 34.

Upon honor, I promise to pay, within sixty days, to Stephen Merrihew, sixty  $3\frac{1}{4}$  dollars, being for balance of amount due on the judgment of State Bank of Indiana, which he has this day assigned to H. Hollis Hunnewell.

New York, March 9th, 1840.

G. M. CHAPMAN.

(37.)

H. HOLLIS HUNNEWELL, ESQ.,

To JORDAN & CLARK,

Dr.

1840.

Feb. 15,	To counsel fee, for preparing papers and moving for stay of proceedings on judgment of State Bank of Indiana,	\$5 00
" 20,	To counsel fee, for trying title to G. M. Chapman's property, before Sheriff's Jury,	15 00
" "	To bill of taxable costs in suit against G. M. Chapman, in N. Y. Common Pleas,	23 22
March 10,	To drawing assignment, and services in purchasing a judgment of the State Bank of Indiana,	10 00
		<hr/>
		\$53 22



227  
217

NEW YORK, April 8, 1840.

Received of H. H. Hunnewell, the amount of the above bill, by deducting the discount from the money received of the sheriff, as the attorneys of Mr. Hunnewell, upon sales of the goods of McNulty & Chapman on judgment of State Bank of Indiana.

Received of the sheriff, \$640 42

Deduct the above bill, 53 22

\$587 20

JORDAN & CLARK.

[ This receipt is erased, and on the back is written the following ] :

NEW YORK, April 10, 1840.

Received of Daniel French, assignee of G. M. Chapman, the amount of the within bill, and in consideration thereof paid over the whole amount collected upon a judgment of the State Bank of Indiana, to the agents of H. H. Hunnewell, deducting no costs or expenses.

JORDAN & CLARK.

723.)

(39)

KNOW ALL MEN BY THESE PRESENTS, That I, H. Hollis Hunnewell, of the city of Boston, in the Commonwealth of Massachusetts, of the first part, in consideration of the sum of one dollar, and other valuable considerations, lawful money of the United States, to me in hand paid by Mr. Justus D. Miller, of the city of New York, of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part, a cer-



tain Indenture of Mortgage, bearing date the thirtieth day of July, in the year one thousand eight hundred and thirty-five, made by Alpheus Kingsley to Harry Miller, to secure the payment of five thousand dollars, and recorded in Erie county Clerk's office in Liber 17, of Mortgages, page 381, which said bond and mortgage was assigned to me by George M. Chapman, as collateral security for \$1,600 loaned him in Gracie & Sargeant's note for \$1,100 and check for \$500, for account Messrs. Wells & Co., March 9th, 1840, which is now paid, together with the bond or obligation therein described, and the money due and to grow due thereon, with the interest: To have and to hold the same unto the said party of the second part, his legal representatives and assigns, forever, subject only to the proviso in the said Indenture of Mortgage mentioned; and I do hereby make, constitute and appoint the said party of the second part my true and lawful attorney, irrevocable, in my name, or otherwise, but at his proper costs and charges, to have, use and take all lawful ways and means for the recovery of the said money and interest, and in case of payment, to discharge the same as fully as I might or could do, if these presents were not made. It is distinctly understood that the said H. H. Hunnewell does not guarantee the said mortgage, or incur any liability in the premises whatsoever.

In witness whereof, I have hereunto set my hand and seal, the twentieth day of July, one thousand eight hundred and forty.

Scaled and Delivered in presence of }  
GEO. WHITE.

H. H. HUNNEWELL. [SEAL.]

CITY AND COUNTY OF NEW YORK, ss.

On the twenty-fifth day of July, 1840, H. Hollis Hunnewell acknowledged before me, that he had executed the within instrument, and George M. Chapman was then sworn by me, and deposed that he resided in the city of Brooklyn, and that he knew the said H. Hollis Hunnewell to be the same person who is described in, and who executed, said instrument, which is satisfactory evidence thereof.

GEO. WHITE, Com'r of Deeds.

Received of J. D. Miller, Esq., on account of Mr. G. M. Chapman,  
one thousand dollars. For GRACIE & SARGEANT,

In liquid.

J. L. HUERMANN.

New York, Aug. 18, 1840.

\$1,000.

Statement of Messrs. McNulty & Chapman with Messrs. Wells  
& Co., Paris.

Balance due 31 August,  
Deduct extra commissions,

Frs. 355,479 15  
5,211 75

Frs. 350,267 40



219

Frs. 100,000,	10 August, 21 days, 5 per cent.,	Frs. 291 65
51,900,	13 August, 18 days, 5 per cent.,	129 75
50,000,	26 August, 5 days, 5 per cent.,	34 75

Frs. 201,900

456 15

Frs. 350,267 40

456 15

201,900 00

Frs. 552,623 55

*a* 520,

\$106,273 76

Interest to 7th March, and 93 d., 161 *a* 5 per cent.,

2,376 41

\$108,650 17

Less order on A. G. Smith & Co., Havre, for proceeds of  
merchandise, about 75,000, francs, *a* 520,

14,423 08

\$94,227 09

\$7,850 00,	1838—April 1-4,	\$224 38,	\$8,074 38
7,850 00,	May 15-18,	293 07,	8,143 07
7,850 00,	July 1,	361 74,	8,211 74
7,850 00,	August 15,	430 43,	8,280 43
7,850 00,	October 1,	499 13,	8,349 13
7,850 00,	November 15,	567 82,	8,417 82
7,850 00,	1839—January 1,	636 50,	8,486 50
7,850 00,	February 15,	705 19,	8,555 19
7,850 00,	April 1,	773 88,	8,623 88
7,850 00,	May 15,	842 57,	8,692 57
7,850 00,	July 1,	911 26,	8,761 26
7,877 09,	September 15,	1,029 28,	8,906 37

\$94,227 09

\$7,275 25

\$101,502 34

7,275 25

\$101,502 34

\$8,074 38.

(42.)  
58

New York, Nov. 7, 1837.

On the 1st April next, we promise to pay to the order  
of ourselves, eight thousand and seventy-four <sup>38</sup>/<sub>100</sub> dollars, value received.

Due 1-4 April.

McNULTY & CHAPMAN.

[Endorsed.]

Pay to the order of Gracie & Sargent: McNULTY & CHAPMAN.

Pay Union Bank: GRACIE & SARGENT.



\$8,280 43.

*New York, Nov. 7, 1837.*

On the 15th August next, we promise to pay to the order of ourselves, eighty two hundred and eighty  $\frac{13}{100}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 15-18 August.

[Endorsed.]

McNULTY &amp; CHAPMAN.

GRACIE &amp; SARGENT.

Pay Phoenix Bank: J. D. BROSS.

\$8,143 07.

*New York, Nov. 7, 1837.*

On the 15th May next, we promise to pay to the order of ourselves, eighty-one hundred, forty-three  $\frac{97}{100}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 15-18 May.

[Endorsed.]

Pay to the order of Gracie &amp; Sargent: McNULTY &amp; CHAPMAN.

Pay Manhattan Co.: GRACIE &amp; SARGENT.

\$8,211 74.

*New York, Nov. 7, 1837.*

On the 1st July next, we promise to pay to the order of ourselves, eighty-two hundred and eleven  $\frac{74}{100}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 1-4 July.

[Endorsed.]

Pay to the order of Gracie &amp; Sargent: McNULTY &amp; CHAPMAN.

Pay Union Bank: GRACIE &amp; SARGENT.

\$8,349 13.

*New York, Nov. 7, 1837.*

On the 1st October next, we promise to pay to the order of ourselves, eighty-three hundred and forty-nine  $\frac{13}{100}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 1-4 October.

[Endorsed.]

Pay to the order of Gracie &amp; Sargent: McNULTY &amp; CHAPMAN.

\$8,623 88.

*New York, Nov. 7, 1837.*

On the 1st day of April, 1839, we promise to pay to the order of ourselves, eighty-six hundred and twenty-three  $\frac{88}{100}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 1-4 April, 1839.

[Endorsed.]

McNULTY &amp; CHAPMAN.

\$8,417 82.

*New York, Nov. 7, 1837.*

On the 15th November, 1838, we promise to pay to the order of ourselves, eighty-four hundred and seventeen  $\frac{82}{100}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 15-18 November, 1838.

[Endorsed.]

Pay to the order of Gracie &amp; Sargent: McNULTY &amp; CHAPMAN.



\$8,555 19.

*New York, Nov. 7, 1837.*

On the 15th day of February, 1839, we promise to pay to the order of ourselves, eighty-five hundred and fifty-five  $\frac{1}{10}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due February 18, 1839.

[Endorsed.]

McNULTY &amp; CHAPMAN.

\$8,486 50.

*New York, Nov. 7, 1837.*

On the 1st January, 1839, we promise to pay to the order of ourselves, eighty-four hundred and eighty-six  $\frac{5}{10}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 1-4 January, 1839.

[Endorsed.]

McNULTY &amp; CHAPMAN.

\$8,906 37.

*New York, Nov. 7, 1837.*

On the 15th of September, 1839, we promise to pay to the order of ourselves, eight thousand nine hundred and six  $\frac{3}{10}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 15-18 September, 1839.

[Endorsed.]

Pay to the order of Gracie &amp; Sargent: McNULTY &amp; CHAPMAN.

\$8,692 57.

*New York, Nov. 7, 1837.*

On the 15th of May, 1839, we promise to pay to the order of ourselves, eight thousand six hundred and ninety-two  $\frac{4}{10}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 15-18 May, 1839.

[Endorsed.]

Pay to the order of Gracie &amp; Sargent: McNULTY &amp; CHAPMAN.

\$8,761 26.

*New York, Nov. 7, 1837.*

On the 1st of July, 1839, we promise to pay to the order of ourselves, eight thousand seven hundred and sixty-one  $\frac{2}{10}$  dollars, value received.

McNULTY &amp; CHAPMAN.

Due 1-4 July, 1839.

[Endorsed.]

Pay to the order of Gracie &amp; Sargent: McNULTY &amp; CHAPMAN.

~~(13.)~~

~~Received of J. D. Miller, Esq., on account of Mr. C. M. Chapman,~~  
~~one thousand dollars, New York, August 18, 1840.~~

~~For GRACIE & SARGENT, in liquid,~~~~\$1,000.~~~~J. L. HOLMANN.~~



(44.)

A Block of new three-story brick stores, 50 by 40 feet; the lots 50 by 90 feet deep; being a good stand for business in Merrimack street, next to Merrimack Hotel, Lowell—cost \$15,000  
Subject to a mortgage mostly 6 years to run, 6 per cent, except about \$800, 7,000

\$8,000

The large double two-story brick and wood mansion house, 46 by 40 feet, with 5,000 feet of land, on Appleton street, next to the church, and near Washington Square, Lowell; being the best and most fashionable part of the city—cost \$7,000  
Subject to a mortgage due in January, about 1,800  
Usual rent, over \$500. Present rent, \$425.

\$5,200

The two-story brick house, 54 Hammersley street, in New York, with lease of lot for about 60 years, nearly 30 years of which is free from ground rent—cost \$6,800  
Subject to a mortgage to J. J. Astor, for 3,000  
Usually rents for over \$500. This year, \$450.

\$3,800

Sixty years' lease of a lot, on 6th Avenue, between 13th and 14th streets. Ground rent, \$85, 1,500

\$18,500

It is agreed between S. Wells and McNulty & Chapman, that the said McNulty & Chapman, on the one part, are to convey and deliver to the said S. Wells the property mentioned in the annexed note, amounting to \$18,500. That the said S. Wells, on his part, is to assign to the said McNulty & Chapman, two mortgages amounting to \$16,000, as per note annexed, and to release them from their guarantee on a certain mortgage made by Geo. H. Knight for \$18,000, secured on property in the city of Buffalo, and also to pay a prior incumbrance of \$800 on same property.  
New York, 2nd Nov., 1839.

[SIGNED]

S. WELLS,  
McNULTY & CHAPMAN.

C. Webb's mortgage on property in Oswego, for \$12,000  
Also, a mortgage of same party on property in East Oswego, for 4,000  
\$16,000

Conveyed to Samuel Wells, Esq., of the city of Paris in the kingdom of France.

(45.)

A. S. MARVIN, Esq.,  
NEW YORK CITY.

Chicago, June 20, 1840.

Dear Sir: Yours of the 2nd of June, 1840, to Messrs. S. B. Collins & Co., has just been put into my hands. I have ~~worked~~ *looked* at the



tax lists and find that the property was sold for taxes in 1838, and must be redeemed by the 8th of August next. The amount due on it is, at the present time, about \$140.

The property was valued, by the county and city assessors, last year, at \$4,500.

This year (1840) the county assessor has valued it at \$3,900. I should not think the property worth more than \$4,000. *at this time* It is worth that.

It would be impossible to sell real estate here now. It will take some days to investigate the title to the premises. As soon as completed, I will advise you.

Yours respectfully,

J. YOUNG SCAMMON.

This estimate may be too low. I have set it down at *cash prices* in the hardest times, if cash were to be had.

*Post Marked, Chicago July 4.<sup>th</sup>*

(46.)

A. S. MARVIN, ESQ.,  
NEW YORK CITY, N. Y.

*My Dear Sir:* Yours of the 25th ult., enclosing Messrs. Strahan & Scott's draft on Geo. Smith & Co., in my favor for \$140, was duly received, and I obtained the assignment of the tax certificate as you requested.

The amount was \$134.14, leaving a balance, which is passed to your credit, of \$5.86.

Very respectfully,

Your ob't serv't,

J. YOUNG SCAMMON.

Chicago, Aug. 6, 1840.

(47.)

*New York, Sept. 1, 1840.*

J. YOUNG SCAMMON, ESQ.;

*Dear Sir:* Your esteemed favor of 6th ultimo, is before me. I am glad to hear you have succeeded in having the tax certificate assigned to me. The next thing will be to have the deeds made out in my name as assignee, if it can so be done, or if not, in my name alone, and if you can send me the deeds by private hand, I shall be much obliged. Please say if you think the property could be sold this fall, say one-third cash, and balance 6 and 12 months, and what you suppose it would bring, on these terms. As all the parties interested reside in this vicinity, I may possibly make a better arrangement or sale here, and therefore want your opinion as a guide to govern me in any negotiation I may make, and please let me know the amount of expenses, fees, &c., due you, and to whom it may be paid in this city, the rate of exchange, &c., &c., so that if I should effect a sale or settlement, I may know the exact amount of charges. I wish you a healthy season.

Your early attention will much oblige

Yours respectfully,

A. S. MARVIN.



(48.)

A. S. MARVIN, Esq.,  
NEW YORK CITY, N. Y.

Chicago, Ill., Oct. 10, 1840.

Sir: Yours of the 1st ult. would have received immediate attention but for my absence.

The city will make a deed to you if you desire it, for the lots sold for taxes; but as there is no express power given to the city to make a deed to the assignee of a tax certificate, I should advise that the deed be made to Mr. Dickey, the original purchaser at the tax sale, and that a quit claim deed be obtained from him. The property could not probably be sold here at present. There are no purchasers here.

Any money due me may be paid to Messrs. Strahan & Scott, 14 Wall street, to my credit, and their receipt taken and forwarded to me. My charges in relation to the lots sold for taxes, searching record, &c., &c., in all is \$15. Please advise me in relation to the taking of the deed. It will cost some \$10 more to get a quit claim from Dickey, than it would to get a deed directly from the city, but I should prefer to pay that sum, as that would render the conveyance free from an objection which might hereafter produce inconvenience. Very respectfully,

Your ob't serv't,

J. YOUNG SCAMMON.

*Post marked Oct 10<sup>th</sup>*

(49.)

NEW YORK, 23rd Nov., 1840.

J. YOUNG SCAMMON, Esq.:

Dear Sir—Your favor of the 10th October has remained unanswered longer than I intended. I will be governed by your advice, and have the deed made to Mr. Dickey, provided you are sure he will make us a quit claim. I will pay the additional expense, for the sake of having a sure title. Let it be made to me as assignee, unless this title, assignee, will be in the way of, or an objection to, a sale, i. e., if my title as assignee would be objectionable, then have the quit claim, or title, vested in my son John P. Marvin's name. My only object is, to have the deeds all as clear and simple as possible. I must have it sold to close my trust, and beg you will advise me when is the best time to sell real estate in Chicago, and how long its having been advertised; also please say if I can legally sell it here, without it being advertised in Chicago. Annexed, I send you Strahan & Scott's receipt in your favor, dated 17th inst., for \$15, which please place to my credit, with the addition of the current rate of exchange, which I am told is 7 per cent. Please let me hear from you at your earliest leisure, and oblige,

Yours, respectfully,

A. S. MARVIN, Assignee.

Please mention the probable success in the garnishment Trask & Marvin vs. McNulty & Chapman; also in Blk. New York, vs. same, and oblige

A. S. MARVIN.



(50.)

Azor S. Marvin, Esq.,

To J. Young Scammon, Dr.

Cr. 1840

Dec. By cash deposited with Strahan & Scott,  
\$15, (premium,  $\frac{1}{4}$  per cent.), \$15 45

Paid postage,	25
Paid City Clerk for executing three deeds,	\$6 75
Drawing deed from Dickey,	2 50
Paid for acknowledging,	25
Paid for recording the deeds,	9 88

Total, \$19 63

MY DEAR SIR:—

I have caused the deeds to be executed, as requested in your letter to me of Nov. 23. The expense has exceeded a little my estimate, as you will perceive by the above account.

I suppose you are not obliged to advertise the property here; you are not, unless the deed of trust requires it expressly. A reasonable notice (20 or 30 days) should be given of the time and place of sale. If the deed was executed in New York, the sale may take place there, if deemed expedient.

When the best time to sell it *here* will be;—the truth is, that our canal is in so critical a state at present, that there is little or no sale for property now. If the canal goes on in the spring, in May or June would be a favorable time. Two years hence would probably be much better. I cannot set an estimate upon the property now.

The taxes are as follows, and must be paid by February, or costs will be made: State, \$19.50; County, \$7.80; City, \$14.87; total, \$42.17.

The deed from Mr. Dickey is taken to John P. Marvin. The suits against McNulty & Chapman remain *in statu quo*, and will so remain till our next Court in April.

Truly yours,

Chicago, Jan. 4, 1841.

J. YOUNG SCAMMON.

P. S. Since writing the above, I have concluded to pay your taxes, for fear my absence from home, or some accident, might cause their payment to be neglected, and thus cost be made. I am going to Springfield in a week, and your letter might arrive in my absence, and possibly might be delayed till I returned, and my return may be unexpectedly deferred. My partner will be at home, but not being familiar with your matters, he might leave them to be attended to by me. I have this day paid the taxes.

Yours, truly,

J. Y. S.

*Post marked Jan 10.*

(51.)

NEW YORK, July 20th, 1840.

Sir:—I have recently received information that certain lots of land in Chicago, Illinois, which were assigned to Albert McNulty, and



*printed per 74*

by him assigned to the subscriber, to secure the payment of a certain judgment obtained against said Albert McNulty by the Bank of Indiana, and also against Marvin McNulty, Geo. M. Chapman, Alanson Trask and Azor S. Marvin, and further to secure the payment of a certain note drawn by Marvin McNulty and Geo. M. Chapman, and endorsed by Alanson Trask and A. S. Marvin, for seven hundred and seventy-five dollars, or 'thereabouts, have been sold for the taxes, and the last day for the redemption of said lots is on the eighth day of August, 1840. The amount of taxes are said to be about one hundred and forty dollars.

As I have no money belonging to this trust and as it is utterly out of my power to raise the money for that purpose, I give you this information that you may redeem if you think best.

Respectfully, &c.,

A. S. MARVIN,  
Assignee.

To H. HOLLIS HUNNEWELL,  
Boston, Mass.

*Postmarked N.Y. directed to H. H. H., Boston*  
(52.)

Hunnewell called with this letter, dissatisfied because I allowed him to be troubled in this way in business that did not concern him. We finally agreed that I should write Marvin the following answer:

NEW YORK, July 24, 1840.

MR. A. S. MARVIN:

*Dear Sir:*—I am directed by Mr. H. H. Hunnewell to inform you, in reply to your letter of the 20th inst., that it is your duty to pay the taxes of \$140 on the Chicago property; and redeem it, and thus fulfill the trust confided to you; but if you cannot do this, he will advance the money and redeem the property, on receiving from you an assignment of the said mortgage as collateral security for the advance and the debt mentioned in your letter, provided you at once give me notice of your acceptance of this proposition, as Mr. Hunnewell leaves town to-day or to-morrow.

Yours, &c.,

G. M. CHAPMAN.

(53.)

H. HOLLIS HUNNEWELL, }  
vs. }  
ALBERT MCNULTY, et al. }

Received twenty-five dollars on account, April 7, 1841.  
\$25. G. W. WHITE.

(54.)

January 8, 1842.

*Dear Sir:* Will you do me the favor to call and bring with you, if you can, Baldwin's mortgage, the trust deed under which you hold,

*printed per 398*



and the certificate or other paper given to Mr. Penny on redeeming the Chicago property from the tax sale, and all the other papers relating to the title and the transaction.

I am now prepared to see you, and negotiate some arrangements in relation to the claims of Wells & Co. and the Chicago property.

I shall be out of my office from about  $\frac{1}{2}$  past 1 o'clock till about 3, and in my office from 3 to 5, to-day.

Yours,

CHAS. C. KING.

*Addressed to Agor, S. Marvin, 138 1/2 Water St*

(55.)

January 11, 1842.

Dear Sir: Has Mr. Penny any receipt or other evidence of the payment of taxes on the property at Chicago, since 1837? He has sent me the deeds which were given on sale for taxes, one in 1837. As Mr. Dickey, the lawyer, acted in the purchase at the tax sale, I presume Mr. P. has some evidence that all was clear, up to 1840, in December, when Mr. Dickey conveyed to J. P. Marvin. Let me hear from you to-morrow, if convenient, and let me see you.

Yours,

CHAS. C. KING.

*Addressed to Agor, S. Marvin 138 1/2 Water Street*

(56.)

~~I am to procure from Mr. Thayer, an agreement to sell to D. A. Baldwin the Chicago lots for \$1,150, and interest from March 5, 1842, and taxes, and other necessary expenses which he may pay; provided B. pays the purchase money as above, within eighteen months from this date, and closes the purchase.~~

~~CHAS. C. KING.~~

(57.)

IN PURSUANCE of a sale of the remaining assets of McNulty & Chapman and George M. Chapman, made at public auction, in the city of New York, by E. Jenkins and H. H. Leeds, on this 28th day of October, in the year of our Lord eighteen hundred and forty-six, and in consideration of one dollar, and other valuable considerations, to me in hand paid, the receipt whereof I hereby acknowledge, I, Daniel French, assignee of Geo. M. Chapman, hereby sell, assign, transfer and set over unto Eunice Chapman, of the city of Brooklyn, State of New York, all the right, title and interest, which I, the said Daniel French, as assignee of Geo. M. Chapman, have or may have in a certain bond and mortgage, made by Daniel A. Baldwin and Abby, his wife, to Moses P. Hatch, on or about the month of January, in the year 1837, which said bond and mortgage is secured on fourteen lots of ground in the city of Chicago, Illinois, as on reference to said mortgage will more fully appear, with



full power and authority to collect the same in any way she may think proper, without costs or expense to me.

New York, October 31st, 1846.

Witness,  
G. M. CHAPMAN.

DANIEL FRENCH,

Assignee of George M. Chapman.

(58.)

*Auction Sale of the Assets of McNulty & Chapman.*

12 This sale is made by order of Daniel French, Assignee of George M. Chapman, to close his trust without recourse, subject to all offsets, deductions and claims; he warrants nothing. All the following securities were made prior to March, 1840; some of them may have become outlawed. If there are any of them that he cannot deliver after the sale, the sale of such will be cancelled. If any person wishes to buy any particular asset, separate from the lot to which it belongs, and will start the same at the auctioneer's fee of \$1 for selling each lot, the same will be put up separate:

- Lot No. 1. A judgment against James Kenzie, of Chicago, obtained at Chicago April 8, 1840, for \$1,097.73.
- Lot No. 2. A claim against Legget, Uniter & Frame, for \$447.72, being for a dividend due McNulty & Chapman on the estate of Thomas Cordwell & Co., collected and retained by them.
- Lot No. 3. Two contracts, made between McNulty & Chapman and the late Samuel Wells, of Paris, France, relating to the exchange of some property, dated October 19th and November 2nd, 1839, together with all the claims which McNulty & Chapman may have on the estate of said Wells, or Wells & Co., for Daniel A. Baldwin's bond and mortgage to Moses P. Hatch, dated January, 1837, secured on 14 lots of land, at Chicago, Illinois, for \$22,500.
- Lot No. 4. Certain shipments of palm leaf hats to Moun Rontell, of Antwerp, made in the year 1837, subject to his advances thereon.
- Lot No. 5. All claims which McNulty & Chapman may have on the Government of the United States, for over charges on duties on furs and other articles, subject to the costs, which have been made in a suit, brought for their recovery.
- Lot No. 6. Their interest in the following assets, which were placed in the hands of Charles Kelsey, January, 1840, in trust, as security for certain debts, amounting to \$3,600, viz.: Samuel A. Belden, of New Orleans, three notes, endorsed by Albert McNulty, dated November, 1839, for the sum of eight hundred and seventy-three dollars;



## Lot No. 6—(Continued.)

Charles Kelsey's three notes, averaging date about February, 1842, and since renewed, for \$1,585.83; two certificates of sale of lands in Canal Port, Illinois, by the Sheriff of Cook County, Illinois, to Hiram Parsons, one dated May 14, 1838, for \$456, the other dated July 25, 1838, for \$605.

- Lot. No. 7. All claims which they have against Daniel A. Baldwin, growing out of sundry transactions in real estate, at Oswego, and as the seller to them of certain Sheriff's certificates of land, at Chicago, amounting to \$1,061, and all other claims on Baldwin.
- Lot. No. 8. Their interest in a bond and mortgage, or in the land covered by the same, made by Falkner, Lacy & Taylor, for about \$9,300, secured on a lot of land in Buffalo, known as part of block No. 149, situated at the corner Delaware and Mohawk streets, Buffalo, being a second mortgage, sold subject to an assignment of the same, made to Volney Gunn in October, 1839, as security for about \$5,732, and interest.
- Lot. No. 9. A note, made by R. N. Havens, dated November 13th, 1845, for \$1,508.26, and interest at 6 per cent., from November 26, 1836, it having been renewed from that time.
- Lot. No. 10. A claim on E. C. Lockwood, Esq., of Mobile, for about \$500 of cash, collected for McNulty & Chapman in 1838, and not paid over.
- Lot No. 11. McNulty & Chapman's interest in 500 acres of wild land being part of Miteley survey, No. 2774, in Ohio, which was conveyed to Eunice Chapman for debts due her.
- Lot No. 12. Forty-six book accounts against sundry persons who are supposed to have taken the bankrupt act, as follows, viz.:
- |                                    |           |
|------------------------------------|-----------|
| E. O. Freeman, Poughkeepsie,       | \$891 98  |
| Bernard, New Orleans,              | 65 00     |
| Nohlen & Co., Nohlen, Switzerland, | 225 00    |
| Maelters & Roberts, Mobile,        | 1,237 57  |
| Staples & Woolley,                 | 36 26     |
| Green & Hotchkiss,                 | 554 97    |
| Adolph Hubert, New Orleans,        | 374 94    |
| Wm. C. Kudwell, Philadelphia,      | 3,371 85  |
| Graham & Mitchell, Philadelphia,   | 4,131 48  |
| Thomas Thomas, Maine,              | 70 42     |
| Brandon Bank, Mississippi,         | 496 33    |
| R. Copeland, New York,             | 68 75     |
| R. N. Havens, New York,            | 15,100 00 |
| Jackson, Capers & Co., Charleston, | 2,079 44  |
| Peter Clark, Esq., New York,       | 2,882 42  |
| M. Loveland, New York,             | 742 79    |



## Lot No. 12—(Continued.)

D. L. Mayo, Philadelphia,	\$99 02
Wm. G. Nature, Brooklyn,	127 00
Alfred M. Whitney, New York,	2,239 08
W. Clark, New York,	197 50
J. B. Fairbanks, New York,	1,195 00
Abijah Smith; current account,	6,797 00
John Missereau; current account,	350 00
John Ely, New York,	32 00
White & Richards, New York,	2,725 97
J. Hettinger, New York,	20 00
Isaac Daveger, New York,	445 72
Abijah Smith, Wilbur,	72 00
D. La Fonnelt, New York,	715 96
Whittingham & Nelson,	44 54
John Hannah, New York,	649 46
A. Deyler, New York,	155 00
John Freeman, New York,	135 85
Trevol, Stoddard & Co., New York,	150 53
Hopkins, Candee & Co., New York,	55 21
R. N. Drake, New York,	123 53
Geo. C. Knight, New York,	3,045 61
J. D. Colver,	1,700 00
Parkenson & Gibson, New York,	108 82
E. Lafort, New York,	12 00
Henry King, New York,	167 81
Theodore Clark, New York,	77 90
R. W. Peck, New York,	58 94
L. Proctor, Boston,	14 63
Blue Hill Granite Company,	110 00
Claims on Low & Berry, Paris, France; say	5,000 00

## Lot No. 13. Twenty-nine notes and judgments against sundry persons who are supposed to have taken the bankrupt act, as follows, viz.:

Wood & Sharp; note,	\$22 75
Rufus Spaulding; note,	50 00
Voorhies & Kelley; note,	88 49
Grainger, Buck & Co.; note,	624 00
Thompson & Dayton; note,	283 00
John Lovejoy; note,	344 61
Thomas W. Harvey; note,	420 00
Albert McNulty & J. S. Howe,	144 00
Benton & Edwards,	274 88
W. K. Penney,	1,005 94
Benjamin Rathbun of Buffalo,	15,000 00
J. H. Crocker,	300 00
Young & Loyd; note,	441 00
Gault, Biggelow & Co.; note,	425 74
Paul Brennerd; note,	390 81
Wm. B. Woodruff,	708 88



## Lot No. 13—(Continued.)

Holmes & Marcer,	\$227 86
Murphy & Greer; note,	415 02
James Cropsey; note,	250 00
Moulton Bradstead; note,	135 00
James B. Ambler; note,	120 00
Jared A. Jay; note,	557 88
Simeon Hyde; two notes, \$2,105.25 each, making in all	4,210 50
Abner L. Ely; note,	433 00
Riggs & Baldwin; note,	130 00
Judgment against J. L. Doran, Ohio,	5,420 17
“ “ C. B. Dunbar, Michigan,	3,984 20
“ “ J. S. Ware, Illinois,	6,412 17
“ “ M. D. & W. Cohen,	91 75

Lot No. 14. All the right, title and interest which Geo. M. Chapman had, on the 24th day of March, 1840, in a certain tract of land containing about 901½ acres, situated at Skinnerville, Erie county, New York, which was conveyed to John A. Campbell, in trust for McNulty & Chapman, and by said Campbell conveyed to Moses Stoddard in trust for this estate, subject to two mortgages thereon; one for \$5,000 and the other for \$30,000.

Lot No. 15. 358 shares stock, each \$100, of Blue Hill Granite Co., Maine.  
Fifty shares stock, each \$100, of the Monmouth Purchase Company, New Jersey.  
Fifty shares, \$100 each, stock of the Pittsburgh Land Company, Pennsylvania.  
Twenty-seven shares, \$100 each, of the St. Joseph Land Company, St. Joseph, Michigan.  
The obligation of the Monmouth Purchase Company for \$2,500.

Lot No. 16. Sundry accounts against William McNulty, of Georgetown, South Carolina, \$69,277 72  
Sundry accounts against Albert McNulty, New York, 6,000 00  
Sundry accounts against Aaron Marvin, Mobile, 25,000 00  
Sundry accounts against Azor S. Marvin, New York, 1,501 54

Lot No. 17. Benjamin S. Westlake, note, St. Louis, Mo., 486 00  
John Hannah, draft on E. B. Lyman, Northampton, Massachusetts, 1,015 00  
Leman Morris; draft on Henry Morris, 342 00  
Geo. W. Arnold, note, Cooperstown, New York, 430 00  
L. & T. Norris, note, New York, 406 82  
H. C. Adams' acceptance C. B. Dunbar's draft, 1,000 00



## Lot No. 17—(Continued.)

	Hon. James Moore's guarantee of Bradley's note, dated 23rd February, 1837, together with said note.	
	Chauncey B. Dunbar's bond, Sheldon, Genesee county, New York,	\$5,706 08
	Gault, Biggelow & Co., note, New York,	2,600 00
	John A. Gurtice, note, New York,	564 68
	Charles D. Webb, New York,	78 38
	W. T. Ely's note, New York,	500 00
	Four notes made by David & James Lalonde, New York,	9,602 20
	Eight notes made by Rutherford & Metcalf, New York,	6,108 54
	Ten notes made by J. Addison Joy, N. York,	3,579 97
	Four notes made by Richard Copland & Co., New York,	1,588 90
	Seven notes made by Trevalle, Stoddard & Co., New York,	3,309 78
	Two checks on Commercial Bank, New York,	1,850 00
	Three notes, Jackson, Capers & Co., Charleston, S. C.,	3,492 11
	One note made by Coulders, Russell & Co., New York,	1,882 08
	Robert H. Rutherford, two drafts on C. O. Conner,	610 22
Lot No. 18.	Judgment against Jacob Kent, New Jersey,	588 11
	Back account against Charles Whiting, Binghamton, N. Y.,	933 00
	Back account against Isaac A. Davis, Albany	725 00
	James N. Hyde's assignment of the interest of his estate, in the Hunter purchase of lands at Chicago, with Charles Butler and others, and of his interest in other lands there, subject to mortgages, valued at over \$375,000, as security for cash lent King & Hyde,	5,953 18
	Fifty shares of the New Haven Verd Antique Company, each of \$100,	5,000 00
Lot No. 19.	McNulty & Chapman's interest in a lot of land at Lowell, known as the Morrell Lot, which they conveyed to H. Hollis Hunnewell, March, 1840, as collateral security.	

In pursuance of a sale made by Messrs. Jenkins & Leeds, at auction, on the 28th day of October, 1846, by my order as assignee of the above list of assets of the estate of McNulty and Chapman, and George M. Chapman, as follows, viz.: Lot No. 1, \$3; Lot No. 2, \$1; Lot No. 3, \$202; Lot No. 4, \$1; Lot No. 5, \$3; Lot No. 6, \$2; Lot No. 7, \$3; Lot No. 8, \$3; Lot 9, \$2; Lot 10, \$1.50; Lot 11, \$3; Lot 12, \$5; Lot 13, \$3; Lot 14, \$25; Lots 15, 16, 17, 18 and 19, for \$7.50. All of which said lots, were bid off by Mr. Rathbun.



Now, therefore, in consideration of said sale, and the sum of two hundred and sixty-five dollars to me in hand paid, the receipt whereof I hereby acknowledge paid me by said Rathbun, I hereby, by the request of said Rathbun, sell, assign, transfer and set over, and by these presents, do sell, assign, transfer and set over, unto Mrs. Eunice Chapman, all my right, title and interest as assignee in and to the above described assets, with full right to receive and collect the same at her own expense.

*New York, October 31, 1846.*

E. E.

DANIEL FRENCH,  
*Assignee.*



EXHIBIT NO. 59.

NEW YORK, 17th Nov., 1837.—Received from Messrs. McNulty & Chapman, their notes as specified below, amounting to \$101,502.36, (one hundred and one thousand five hundred and two dollars thirty-six one hundredths) being on account of balance due to Messrs. Welles & Co., paid by them. It is understood and agreed that the rate of exchange is to be fixed at the current value of first rate bills at the time said notes fall due. It is also agreed that if the said notes should not be paid as they fall due, that then and in that case whatever balance may remain shall become due and payable at once, the same as if the said notes had not been given.

GRACIE & SARGENT,  
*Agents for Welles & Co.*

Notes in favor of McNulty & Chapman, and dated 7th Nov., 1837:

1 Due	1st April, 1838.....	\$8,074 38
1 "	15th May, " .....	8,143 07
1 "	1st July, " .....	8,211 74
1 "	15th Aug., " .....	8,280 43
1 "	1st Oct., " .....	8,349 13
1 "	15th Nov., " .....	8,417 82
1 "	1st Jan., 1839.....	8,486 50
1 "	15th Feb., " .....	8,555 19
1 "	1st April, " .....	8,623 88
1 "	15th May, " .....	8,692 57
1 "	1st July, " .....	8,761 26
1 "	15th Sept., " .....	8,906 37

\$101,502 34

EXHIBIT NO. 60.

I am to procure from E. Thayer an agreement to sell to D. A. Baldwin the Chicago lots for 1,150 dollars, and interest from March 5th, 1842, and taxes and other necessary expenses which they pay. Provided B. pays the purchase money, as above, within eighteen months from this date, and closes the purchase.

March 5.

C. C. KING.

In consideration of one dollar to me paid by Eunice Chapman, I do hereby sell and assign unto said Eunice Chapman all my right under the agreement, of which the within is a copy, so that she takes my position in every respect, and all my right and interest either at law or equity under said agreement. Witness my hand and seal this 2d August, 1853.

A. UNDERHILL,  
G. M. CHAPMAN, } *Witnesses.*

D. A. BALDWIN.

EXHIBIT NO. 61.

*Deed from Daniel A. Baldwin and Abby Ann, his wife, to Eunice Chapman.*

QUIT CLAIM.

THIS INDENTURE, made the second day of January, in the year of



our Lord one thousand eight hundred and fifty-five, between Daniel A. Baldwin and Abby Ann, his wife, both of Jersey City, State of New Jersey, of the first part, and Eunice Chapman, of the City of Brooklyn, State of New York, party of the second part, *Witnesseth*, That the said parties of the first part for and in consideration of the sum of one dollar, and for other valuable considerations, lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensclaving and delivery of these presents, the receipt whereof is hereby acknowledged, ha remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part, and to her heirs and assigns forever, all those two certain lots, pieces or parcels of land situate in the County of Cook and State of Illinois, and described as follows, to wit: Lots No. five (5) and No. six (6) in Block number one hundred and forty-one, being part and parcel of Section sixteen, in Township thirty-nine North, Range fourteen East, being the same lots which were purchased at public auction by Hiram Pearsons, at a sale of School lands at Chicago, on the 24th day of October, A. D. 1833, and conveyed by said Pearsons to Edward A. Nicholl by deed bearing date the 24th day of April, 1835. And also all the following described lots, tracts or parcels of land, situate in the County of Cook and State of Illinois aforesaid, and known and described as follows, viz: Lots numbered one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve, in Block numbered ninety-two, in Pearson's Subdivision (so called), in the School Section addition to the Town of Chicago, State and County aforesaid, a map of which Subdivision is recorded in the office of the Recorder of Cook County, Illinois; the same being part and parcel of Section No. sixteen, in Township thirty-nine North, of Range fourteen East, in said county of Cook, being the same twelve lots which were conveyed by Hiram Pearsons to the above named Edward A. Nicholl by deed bearing date the 9th day of May, 1835, and recorded in the office of Register of Cook county, Illinois, in Liber D. page 73. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title and interest, dower and right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, her heirs and assigns forever.

*In Witness Whereof*, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Scaled and delivered in presence of }  
C. C. PINCKNEY. }

D. A. BALDWIN. [L. s.]  
A. A. BALDWIN. [L. s.]

City and County of New York, ss.

On this twentieth day of March, in the year one thousand eight hundred and fifty-five, before me personally came Daniel A. Baldwin



and Abby Ann, his wife, to me known to be the individuals described in and who executed the within conveyance, who acknowledged to me that they executed the same for the purposes therein mentioned. And the said Abby Ann acknowledged, on a private examination by me, apart from her husband, that she executed the said conveyance freely and without any fear or compulsion of her said husband.

(Duly certified and exemplified.) C. C. PINCKNEY,  
Commissioner of Deeds.

Recorded in the office of the Recorder of Cook County, in Book 87 of Deeds, page 707, April 27th, 1855.

EXHIBIT NO. 62.

(JUDGMENT.)

Time of Filing and Docketing.			Names of Parties against whom Judgments have been obtained.	Names of Parties in whose favor Judgments have been obtained.
	II.	M.		
Jan. 29, 1840...	1	00	ALBERT McNULTY, MARVIN McNULTY, AZOR S. MARVIN, GEORGE M. CHAPMAN, ALANSON TRASK.	THE STATE BANK OF INDIANA.

Attorneys' Names.	Debt.	Damages and Costs.	Sheriff's Return on Execution.	Judgments when satisfied.
S. MERRIHEW.		\$1,660.34	"Made \$640.42, as to residue Nulla Bona."	

(Duly certified and exemplified.)

EXHIBIT NO. 63.

(JUDGMENT.)

Names of Parties against whom Judgments have been obtained.		Names of Parties in whose favor Judgments have been obtained.	
MARVIN McNULTY, AZOR S. MARVIN, GEORGE M. CHAPMAN, ALANSON TRASK.		ELIHU TOWNSEND, RUSSEL H. NEVINS, DAVID H. NEVINS.	

Damages and Costs.	Time of Filing.	Attorneys' Names.	Judgments when satisfied.
\$936.27	Oct. 10, 1840, 11.15 A. M.	NICOLL.	Unsatisfied.

(Duly certified and exemplified.)



## EXHIBIT NO. 64.

(JUDGMENT.)

Time of Filing and Docketing.			Names of Parties against whom Judgments have been obtained.	Names of Parties in whose favor Judgments have been obtained.
1838.	H.	M.		
July 2—A. M.	9	00	DANIEL A. BALDWIN.	MOSES P. HATCH.
Attorneys' Names.	Debt.	Damages and Costs.	Sheriff's Return on Execution.	Judgments when satisfied
J. HUNT,	\$45,000	\$26.91		July 24, 1841.

(Duly certified and exemplified.)

## EXHIBIT NO. 65.

## ORDER IN CHANCERY.

At a Court of Chancery, held for the State of New York, at the City of New York, on the 8th day of October, 1846.

Present,

LEWIS H. SANDFORD,  
*Vice Chancellor of the First Circuit.*

GEORGE WILDES *et al.*

vs.

GEORGE M. CHAPMAN *et al.*

On reading and filing the consent of the Solicitors for the defendants in this cause, that the bill of Complaint be dismissed without costs, and on motion of J. T. Doyle, Solicitor for the complainants, it is ordered that the said Bill of Complaint be dismissed without costs.

(Duly certified and exemplified.)

## EXHIBIT NO. 66.

## NEW YORK SUPERIOR COURT.

GEORGE WILDES,  
WILLIAM C. PICKERSGILL,  
JOHN PICKERSGILL, and  
THOMAS SEARLE,

vs.

GEORGE CHAPMAN, and  
MARVIN McNULTY,

*Satisfaction  
of September Term,  
A. D. 1846.*

Satisfaction is acknowledged between George Wildes, John Pickersgill, William C. Pickersgill, and Thomas Searle, Plaintiffs, and George



M. Chapman and Marvin McNulty, Defendants, in a plea of trespass on the case upon promises, for thirty-two thousand two hundred and sixty-two dollars and fifty-four cents. Judgment docketed the 14th of *October* <sup>2</sup> ~~May~~, 1840.

Taken and acknowledged this 3d day of *October* ~~May~~, 1846, by William C. Pickersgill, known to me to be one of the Plaintiffs in the above cause. } W. C. PICKERSGILL.

Filed December, 14th, 1855.  
(Duly certified and exemplified.)

JOSEPH STRONG,  
*Commissioner of Deeds.*

# MOTIONS AND ORDERS, WHICH APPEAR ON RECORD.

(No. 67.)

EUNICE CHAPMAN

*vs.*

WILLIAM B. OGDEN *et al.*

} *In Chancery.*  
} *Bill.*

June 8, 1855.

And now at this day comes the said Complainant, by Williams & Woodbridge, her Solicitors, and the said Defendants, William B. Ogden, H. Hollis Hunnewell and Ebenezer Thayer, by Arnold, Larned & Lay, their Solicitors, also come and enter their appearance herein, and by consent and agreement of said parties, it is ordered that the time to answer by said Defendants, be extended to the 15th day of September next.

(No. 68.)

General demurrer filed.

Sept. 7, 1855.

(No. 69.)

Sept. 27, 1855.

Motion by Complainant to strike demurrer from files, and to take bill as confessed.

(No. 70.)

SAME }  
*vs.*

SAME. }

November 17, 1855.

And now come the said Defendants, by Arnold, Larned & Lay, their Solicitors, and withdraw their demurrer to the Bill of Complaint herein. And thereupon, it is ordered that the time to answer in this cause be extended to the first day of December next.



(No. 71.)

SAME }  
 vs. }  
 SAME. }

April 10, 1856.

And now on this day comes the said Complainant, by her Solicitors, Williams & Woodbridge, and Messrs. Arnold, Larned & Lay, who appear upon the records of the Court as the Solicitors of the Defendants, Ebenezer Thayer and H. Hollis Hunnewell, as well as the said William B. Ogden, by his Solicitor, C. Beckwith, and it being made satisfactorily to appear to the Court that the appearance of said Defendants, Thayer and Hunnewell, herein was entered by mistake, and without any authority so to do from said Defendants, Thayer and Hunnewell, and that the several answers of said Thayer and Hunnewell were also filed without their authority or consent: it is therefore ordered that the several answers of said Defendants, Thayer and Hunnewell, be withdrawn from the file of this Court, and the said appearance of the said Thayer and Hunnewell by said Arnold, Larned & Lay, as their Solicitors, be also withdrawn.

Bill taken as confessed against Thayer and Hunnewell upon proof of publication, and leave given to Complainant to amend Bill by making Mahlon D. Ogden and Edwin H. Sheldon parties thereto. "And the said Mahlon D. Ogden and Edwin H. Sheldon this day come, by their Solicitor, C. Beckwith, and enter their appearance herein as parties to said suit."

(No. 72.)

Dec. 24, 1856.

Petition by Defendants to cross-examine Albert McNulty, Stephen Merrihew and Daniel French orally. Denied.

(No. 73.)

SAME }  
 vs. }  
 SAME. }

July 7, 1857.

And now comes the said Complainant, by Williams & Woodbridge, her Solicitors, and on their motion it is ordered that the proofs herein, on the part of the Defendants, be closed by the 10th day of October next.

(No. 74.)

SAME }  
 vs. }  
 SAME. }

December 1, 1857.

This day comes said Complainant, by Williams & Woodbridge, her solicitors, and on their motion it is ordered that this cause be and is hereby set for hearing on the 21st day of December inst.



(No. 75.)

Motion by Defendants to cross-examine further Albert McNulty and Daniel French, witnesses, who had been previously examined and cross-examined, and whose depositions were then on file. Denied.

(No. 76.)

SAME }  
vs.  
SAME. }

January 5, 1858.

And now come the parties aforesaid, by their respective solicitors, and the court being fully advised relative to the motion of the said Defendants—made herein on the 9th day of October, 1857—for further time to take proof on the part and behalf of the said Defendants, be and the same is hereby extended twenty days, giving two days' notice to solicitors of Complainant.

(No. 77.)

SAME }  
vs.  
SAME. }

July 14, 1858.

And now again comes the said Complainant, by Williams & Woodbridge, her solicitors, as well as the said Defendants, by C. Beckwith, their solicitor; and on Complainant's solicitors' motion to exclude deposition filed herein by said Defendants from consideration of the Court, the Court being fully advised, overrules said motion.

(No. 78.)

COOK COUNTY COURT OF COMMON PLEAS.

EUNICE CHAPMAN

vs.

WILLIAM B. OGDEN,

MAHLON D. OGDEN,

EDWIN H. SHELDON *et al.*

*In Chancery.*

I, Mahlon D. Ogden, of lawful age, testify and say that I am one of the Defendants in the above entitled suit, and that Ebenezer Thayer, one of said Defendants, is a material witness for said Wm. B. Ogden, Edwin H. Sheldon, and myself. I further say that said Thayer is not interested in the event of said suit.

MAHLON D. OGDEN.

Subscribed and Sworn to this 7th day }  
of January, A. D., 1857, before me, }

[SEAL.]

FRANKLIN HATHAWAY, Notary Public.



(No. 79.)

SUPERIOR COURT OF CHICAGO.

EUNICE CHAPMAN	}	<i>In Chancery.</i> <i>Original Bill.</i>
<i>vs.</i>		
WILLIAM B. OGDEN,		
MAHLON D. OGDEN,		
EDWIN H. SHELDON, impl'd with H. HOLLIS HUNNEWELL and EBENEZER THAYER.		

SUPERIOR COURT OF CHICAGO.

MAHLON D. OGDEN,	}	<i>In Chancery.</i> <i>Cross Bill.</i>
EDWIN H. SHELDON,		
<i>vs.</i>		
EUNICE CHAPMAN,		
GEORGE M. CHAPMAN, DANIEL A. BALDWIN, WILLIAM B. OGDEN.		

And now come the said Mahlon D. Ogden and Edwin H. Sheldon, parcel of the Defendants in said original bill mentioned, and Complainants in said cross bill filed on their part and behalf in said suit, wherein said Eunice Chapman was originally Complainant, and the said William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, impl'd, &c. with H. Hollis Hunnewell and Ebenezer Thayer, were originally made defendants; and they, the said Mahlon B. Ogden and Edwin H. Sheldon, Complainants in said cross bill, by their solicitors, move the Court that the said cross bill be taken *pro confesso* against said Eunice Chapman and George M. Chapman, parcel of the Defendants therein, for want of an answer thereto.

BECKWITH & MERRICK, and F. H. KALES,  
Solicitors, &c.

Filed May 16th, 1859.

*Overruled.*

(No. 80.)

SUPERIOR COURT OF CHICAGO.

EUNICE CHAPMAN	}	<i>In Chancery.</i> <i>Original Bill.</i>
<i>vs.</i>		
WILLIAM B. OGDEN <i>et al.</i>		
MAHLON D. OGDEN,	}	<i>Cross Bill.</i>
EDWIN H. SHELDON,		
<i>vs.</i>		
EUNICE CHAPMAN <i>et al.</i>		

And now come the said William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, as defendants in said original bill; and come also



he said Mahlon D. Ogden and Edwin H. Sheldon as complainants in said cross-bill filed herein; and upon the original bill as amended, &c., upon the answers and amended answers thereto of said Ogden & Sheldon, upon the cross-bill filed in said cause on the part and behalf of said Mahlon D. Ogden and Edwin H. Sheldon, as well as upon the depositions already taken in said suit, and now on file in this court, they, the said William B. Ogden, Mahlon D. Ogden, and Edwin H. Sheldon, as such defendants as aforesaid, and the said Mahlon D. Ogden, and Edwin H. Sheldon as such complainants as aforesaid, and every one of them, move this court to direct that all and every of the issues of fact in controversy in said cause as presented by the pleading therein, or such of said issues as to the court shall seem meet and proper, may be tried by a jury, and that such issue or issues may be settled, directed and framed according to the practice of this court, and that the time for such trial and hearing may be now fixed by the court, &c.

BECKWITH & MERRICK, and F. H. KALES,  
Solicitors, &c.

Filed May 16, 1859.

*Overruled.*

(No. 81.)

# SUPERIOR COURT OF CHICAGO.

CHAPMAN  
vs.  
OGDEN *et al.* } *In Chancery.*

The Defendants in the above entitled cause, by their Solicitor, move the Court for leave to amend the answer of William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon as follows:

After the words, "*have absolutely refused to comply therewith,*" on page 40 of the printed record, and before the words, "*these Defendants have no knowledge,*" on same page, insert as follows: And these Defendants further answering, say that if any such agreement was made, as in said bill alleged or hereinbefore mentioned, these Defendants aver that the said Baldwin, afterwards, to wit, on the 12th day of September, A. D. 1843, released and discharged the same, and then and there and thereafter afterwards abandoned all right, title, interest, claim or demand under said agreement and to said property.

And these Defendants assign as reasons for said motion and ground of said amendment, that said release and discharge in said proposed amendment referred to, and the evidence of said abandonment therein alleged, was, at the time of drawing said answer, unknown to these Defendants or either of them or their Solicitor, and that the same was not discovered by these Defendants or either of them, or by the Solicitor of these Defendants, until after said answer was filed in said cause nor until after the time fixed by order of this Honorable Court for closing the proofs therein had expired. And these Defendants, further



assigning reason for said proposed amendment say, that they are informed and believe that the same is a material amendment and necessary to be made in order to obtain a decision upon the merits of said case.

These Defendants further say, that the following is a true copy of said release or discharge in said proposed amendment referred to, to wit:

"C. C. KING, Esq.,

"*Dear Sir:*

"In compliance with my promise  
"to you in our conversation the other day, about the Chicago property:  
"that I would not be the dog in the manger.' If I could not redeem  
"the property I would give you a legal release of all claims to it, and  
"trust to Wells & Co.'s generosity if it turns up a good thing, which  
"you will find as follows:

"For and in consideration of one dollar, to me in hand paid by E.  
"Thayer, I hereby release and quit-claim to said Thayer all my right,  
"title and interest in and to the whole of block 92 and lots 5 and 6 in  
"block 141, in Chicago, Illinois, being the same property conveyed to  
"said Thayer by me, and I release and quit-claim all equity of redemption or right that I may have or obtained by virtue of any agreement  
"from said Thayer or King.

"Sept. 12th, 1843.

D. A. BALDWIN."

These Defendants further say, that said release or discharge, as they are informed and believe was duly executed by D. A. Baldwin, and that the signature thereto is a genuine signature of the said Baldwin, as the same purports to be, and they can establish the same so to be by incontrovertible evidence.

These Defendants further say, that the said release is a postscript in words and figures following, to wit:

"The mortgage is twice cancelled. 1st. By the satisfaction piece of  
"the judgment against me. 2d. By being assigned to Thayer, he having  
"the title. it merges, if the judgment was not satisfied. All that  
"remains is my wife's dower. Could you obtain something from Thayer  
"for me for that?

"Yours truly,

D. A. B."

These Defendants further say that they are now in possession of said original paper, of which the foregoing is a true copy, and will produce the same upon the trial of said cause.

BECKWITH & MERRICK,

*Solicitors for Defendant.*

Mahlon D. Ogden being duly sworn deposes and says, that the matters and things set forth and stated in the foregoing application or statement are true as therein set forth.

M. D. OGDEN.

Subscribed and sworn to before  
me this 16th day of May, A. }  
D. 1859.

WILLIAM KIMBALL, *Clerk.*

Filed May 16, 1859.

*Overruled.*



*The Deposition of MOSES P. HATCH, of the city and county of Oswego, and State of N. Y., taken before Charles Rhodes, a Commissioner, in a certain suit wherein Eunice Chapman is complainant and William B. Ogden et al. are defendants, on the part of said defendants, on the 6th day of February, 1858.*

*1st Int.* Did Daniel A. Baldwin, on or about the 27th day of January, A. D. 1837, execute and deliver to you a certain bond or obligation of that date, in the penal sum of forty-five thousand dollars, conditional for the payment of twenty-two thousand five hundred dollars, payable in four annual installments, with annual interest at 7 per cent. per annum? If yea, where is said bond or obligation? If in your possession, attach the same to this deposition, otherwise attach a copy thereof, if you can.

*Ans.* Yes, he did execute such a bond. I do not know where such bond now is. It is not in my possession, nor have I a copy.

*2nd Int.* Did Daniel A. Baldwin and Abby Ann, his wife, on or about the 27th day of January, A. D. 1837, execute and deliver to you a certain mortgage on certain property situated in the city of Chicago, and described as follows, to wit: Lots Nos. 5 and 6 in Block No. 141, being part of section 16 in township 39 North, Range 14 East, and also Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block 92, in Parsons' subdivision, so called, in the school section addition to the town of Chicago? Did you ever receive from said Baldwin and wife more than one mortgage upon any property in Chicago? If you received any mortgage from said Baldwin and wife upon any property in Chicago at any time, state whether said mortgage was in any way connected with the bond in the first direct interrogatory inquired about. Do you know where said mortgage is? If nay, can you annex a copy thereof to this deposition?

*Ans.* Daniel A. Baldwin and wife did execute and deliver to me a mortgage of the date and upon the property stated and described in this interrogatory. I never received from said Baldwin and wife or said Baldwin more than one mortgage upon property in Chicago. The mortgage which I received from Baldwin on Chicago property, was connected with the bond in the first interrogatory described. It formed part of the same transaction and referred to such bond. I do not know where such mortgage is, and cannot annex a copy thereof to this deposition.



*3rd Int.* Did Daniel A. Baldwin and wife ever execute and deliver to you any mortgage on what is called the Parsons farm, and other property in the county of Oswego, bearing date the 27th day of January, A. D. 1837? If yea, have you the said original mortgage in your possession, and if not, look upon a certified copy of a mortgage here shown you and state whether the same is a copy of said mortgage. Did you ever receive more than one mortgage on said property, of the date of January 27, 1837?

*Ans.* Daniel A. Baldwin executed to me a mortgage on part of the Parsons farm and other property, bearing date January 27, 1837, but his wife did not join with him in the mortgage. I have not the original mortgage in my possession. The paper shown me (Paper hereto annexed, marked Exhibit No. 1) is a copy of such mortgage. It corresponds with my recollection, and is duly certified so as to make it evidence in the courts of this State. I never received from said Baldwin more than one mortgage on the property in this mortgage described, either of the same date or any other date.

*4th Int.* Did you receive from said Baldwin a bond along with the mortgage in the third interrogatory mentioned, and of the same date therewith? If yea, by whom was said bond executed, and was it the same described in said last mentioned mortgage? Have you said bond in your possession? If nay, is the same correctly described in said last mentioned mortgage?

*Ans.* I did receive from said Baldwin a bond along with the mortgage in this third interrogatory mentioned, and of the same date therewith. It was executed by Daniel A. Baldwin, and was the same described and referred to in the last mentioned mortgage. I have not the same in my possession. It is correctly described in said mortgage as far as description goes.

*5th Int.* If you remember to have received from the said Daniel A. Baldwin the certain bond and mortgages in the previous interrogatories inquired about, state whether there was at the time any agreement between yourself and Baldwin in relation to his procuring for you, or for your benefit, the title to any lands in Will county, Illinois? If yea, state the particulars of such agreement according to your best recollection; state how it arose, and the history and circumstances connected therewith fully and at large; state also for what purpose or purposes both of said bonds and mortgages were given to you by said Daniel A. Baldwin; and if you state that both or either of said bonds and mortgages were given to you by said Baldwin as security that he would obtain and perfect for you and for your benefit the title to certain lands in Illinois,



in Will county; state on account of what agreement or through what arrangement and upon what consideration said Baldwin was to procure for you or for your benefit, the said Illinois land; and at what value were the same to be estimated at per acre; state whether such arrangement was concluded between yourself and Baldwin, before or at the time of your receiving from him the said bonds and mortgages, and if yea, about what time.

*Ans.* There was an agreement between said Baldwin and myself in relation to his procuring for me, or for my benefit, title to certain lands in Will county, Illinois. The said agreement and the history and circumstances connected therewith, as near as I can recollect, were as follows: I was, sometime before the 27th of January, 1837, the owner of the Oswego Hotel property, at Oswego, subject to some incumbrances, the amount of which I cannot state precisely; I believe about \$25,000 or over. About the spring of 1836, or at any rate before the 27th of January, 1837, I contracted to sell such property to Daniel A. Baldwin, for \$100,000 or thereabouts, part of which, \$10,000, was paid. There was a subsequent modification by which certain lands in Will county were to be taken, the precise quantity or the price per acre I do not recollect. I did not at first convey to Baldwin. After the contract Baldwin negotiated the sale of some shares of the property to other parties, at the nominal rate of \$125,000 for the whole; one share, one-fifth, was sold to Charles Butler, one share, one-fifth, to Edwin H. Nicholl, and one share, one-fifth, to Thomas Beekman. I think, by some arrangement at the same time, I was to retain one share, one-fifth, and Baldwin himself retained one share, the remaining fifth. Butler and Nicholl, in payment or part payment for their shares, conveyed the property in the city of Chicago to Baldwin, the same he mortgaged to me. Beekman, in like manner, conveyed to Baldwin part of the Parsons farm and other Oswego property, the same mortgaged by Baldwin to me. This was done about the 27th of January, 1837. If the arrangement had not before been made, it was now agreed that I should take the Will county lands in part payment for the property, but to what extent I am not now able to say. Baldwin could not then make title. In order that I might be properly secured the performance of Baldwin's agreement to procure title to the Will county lands and be induced to convey the shares sold by Baldwin to the purchasers, it was in substance agreed that I should convey the shares of the Hotel property bought by Butler, Nicholl and Beekman, respectively to them, and that Baldwin should mortgage to me the same property to secure the procurement of the title to the Will county lands, which I was to take. I accordingly conveyed shares in the Hotel property to said Beekman, Butler and Nicholl, and received the said bond and mortgages from Baldwin. My recollection is that they were given only for the



purpose of securing the performance of Baldwin's agreement to procure the conveyance of said lands to me or for my benefit. It is possible that only the Chicago mortgage was given for the purpose, but I have no recollection or belief in the subsequent disposition of the mortgages, of receiving any thing for either, besides said lands; and from the fact that the lands were of much less value than represented to me, which I ascertained before I gave up the mortgages, I should most likely have retained the mortgage for payment if I had had the right to collect them. The title to the Will county lands was not perfected at once or within the time expected or agreed upon. I accordingly sued one or both the bonds, and had, if I recollect rightly, a foreclosure commenced of the mortgage on the Oswego property. That afterwards the title was made satisfactory to the Illinois lands, and I thereupon gave up or transferred the mortgages as requested, and satisfied the judgment on the bond, on which judgment had been recovered. This part of the business was completed by Theophilus S. Morgan, under a power of attorney, and I was not present when completed, but was probably informed by him what was done. I am not sure whether the agreement between me and Baldwin in reference to the Will county lands was in writing. I have no writing of the kind now. If there had been one, upon the transfer of the lands it would naturally have been surrendered to Baldwin, and if the stipulation as to the purpose and object of the mortgage were in writing, such writing would have been in Baldwin's hands, in order to protect him against a collection of the mortgages in case he fulfilled. Very soon after Morgan had settled with Baldwin about the land, I made an assignment to Lucius B. Crocker and Abram P. Grant, in 1852, without any new consideration. I executed a new assignment of the mortgage on the Oswego Hotel property to Albert McNulty, or ratified the one previously made by T. S. Morgan.

*6th Int.* If you state in answer to the 5th interrogatory, that you sold to Baldwin, or to Baldwin and others, any property, in payment or part payment for which you were to receive lands in Illinois, state what property you so sold to Baldwin, or to Baldwin and other persons. State who then or subsequently became interested with said Baldwin in said purchase, and when they became so interested, and to what extent?

*Ans.* The property sold to Baldwin was the Oswego Hotel property, in Oswego. He alone was interested in the purchase at the time the contract was made. He afterwards sold one-fifth to Thomas Beekman, one-fifth to Charles Butler, and one-fifth to Edward H. Nicholl, which shares were conveyed to them as before stated at the time the mortgages were given to me. I retained one-fifth by agreement at the time the transfers were made to Beekman and others. I think I conveyed one-fifth to Baldwin at the same time.



*7th Int.* Did you, on the second day of July, 1838, or at any other and what time, recover a judgment against the said Daniel A. Baldwin in the Supreme Court of the State of New York upon the bond or obligation specified in the first or second interrogatories, or upon some others, and what cause or causes of action, for the sum of forty-five thousand twenty-six dollars and ninety-one cents, damages and costs? And if yea, in what county was said judgment recovered and when docketed?

*Ans.* On the second day of July, or about that time, I recovered judgment in the Supreme Court of the State of New York, upon the bond mentioned in the first interrogatory, for forty-five thousand dollars debt, and some damages and costs, I should think about twenty-six dollars and ninety-one cents, the amount stated in this interrogatory. The judgment was docketed at the time it was recovered. I am told by attorneys that judgments in the Supreme Court were not recovered in counties at that time, but that one Supreme Court had jurisdiction throughout the State. There were, however, four clerk's offices, all judgments being docketed in all the offices. The nearest clerk's office to Oswego at that time was at Utica, Oneida county, and I suppose my judgment was entered there.

*8th Int.* Did Daniel A. Baldwin ever carry out his said undertaking to convey to you or for your benefit, the said Illinois lands, or procure title for you or for your benefit thereto? If yea, when was said title so procured? and was it before or after you obtained judgment on said bond against the said Baldwin? In whose name were said lands taken?

*Ans.* Said Baldwin did carry out his undertaking to procure title to said Illinois lands for my benefit. I do not recollect precisely when he completed titles to them. It was after I recovered judgment against him on said bond. The title to the lands was taken mostly or entirely in the name of Peter D. Hugunin. He was to hold as trustee for my wife. Possibly some were conveyed directly to her or to me, but I think not.

*9th Int.* Did you or any one for you ever receive any consideration, for or in payment of the debt secured by said bond and mortgage to be paid to you other than the performance on the part of said Baldwin of his agreement to procure for you, or for your benefit, the Will county, Illinois, lands? If you received any other consideration for, or payment of such debt, state the same fully, with all the particulars relative to the same. Has or has not the debt, secured by said bonds and mortgages to be paid to you, been fully paid? If not, how much still remains unpaid?

*Ans.* I never to my recollection, received any other consideration or



payment of the debt secured by said bonds and mortgages than the performance on Baldwin's part of his agreement to procure title to the Will county lands for my account. The debt secured by said bonds and mortgages was fully paid, according to my recollection, by Baldwin procuring title to said lands.

*10th Int.* Did you at any time enter, or cause to be entered, a satisfaction of this judgment mentioned in the seventh interrogatory? If yea, when and at whose request? and state particularly whether it was before or after the title to the Illinois lands had been procured by Baldwin for your benefit, and set forth a copy of the satisfaction piece filed or caused to be filed by you in satisfaction and discharge of the said judgment.

*Ans.* I acknowledged satisfaction, or caused satisfaction to be acknowledged of the judgment mentioned in the seventh interrogatory. I think it was in 1841, but do not recollect certainly the time. It was done at the request of Daniel A. Baldwin, I think. It was after the title to the Illinois lands had been procured for my benefit. I have no copy of the satisfaction. It is, of course, on file, and a copy can be obtained from the record.

*11th Int.* Did you ever, at any time, and when, execute in person, or by attorney, or cause to be executed, any release, receipt or other paper, discharging the said judgment or the cause of action upon which the same was founded, either in whole or in part? and if yea, state the contents of such release, receipt or other paper, by whom executed and to whom delivered and when?

*Ans.* I do not recollect executing any release, receipt or discharge other than as stated in my answer to the tenth interrogatory, although I may have done so. Theophilus S. Morgan had a power of attorney from me designed to authorize him to close up the matter. He may under that have executed a stipulation of some kind acknowledging or admitting the proper conveyance of the lands to secure which the mortgage was given, but if so, I have no particular recollection about it. If he did anything of the kind, it must have been at this time he transferred the mortgage.

*12th Int.* Did you ever at any time have, with Daniel A. Baldwin, McNulty & Chapman, or either of them, or Albert McNulty, or either of said persons, and which of them, any conversations relative to said bond and mortgage? If yea, state what was said at such conversation or conversations, either respecting said bonds and mortgages or the satisfaction of the said judgment.

*Ans.* I have had conversations with Daniel A. Baldwin in reference



to said bonds and mortgages, but not that I recollect with McNulty and Chapman, or either of them, or with Albert McNulty. My conversations with Baldwin about the time the said bonds and mortgages were executed were frequent and numerous. The substance of them may be gotten from my answer to the fifth interrogatory, as most of the facts were repeatedly talked over with him. I cannot state in detail any particular conversation. I am not sure that I had any conversation with him about the satisfaction of the judgment. I feel confident that he requested me to satisfy the judgment, but whether that request was made formally or by letter, I am unable to say.

*13th Int.* Did you ever know Theophilus S. Morgan? If yea, where did he reside in 1838? what was his business? is he now living? and if not, when and where did he die?

*Ans.* I knew Theophilus S. Morgan; he was my brother-in-law. He resided in New York City in 1838. His business was commission merchant. He is not now living. He died some years since at or near Chicago.

*14th Int.* Do you know, or can you set forth any other matter or thing which may in any wise tend to the benefit of the said defendants, Wm. B. Ogden, Mahlon D. Ogden, Edwin H. Sheldon, or either of them? If so, set forth the same and all the circumstances and particulars thereof according to the best of your knowledge, remembrance and belief, together with your reasons at large.

*Ans.* The exhibits hereto annexed, marked numbers 2, 3, 4, 5, 6, 7 and 8, are certified in the proper form and by the proper officer, to be read in evidence in the courts of this State, and the signatures and seals to such certificates are genuine. I am acquainted with the handwriting of Henry S. Conde, and with the seal for Oswego county.

*Cross-Interrogatories and Answers thereto by the Witness, MOSES P. HATCH, on the part of the Plaintiff, Eunice Chapman.*

*1st Cross-Int.* If in reply to the second direct interrogatory you say that the original mortgage therein referred to is not in your possession, or, if you annex a copy thereof to your deposition, when and from whom did you obtain such copy? Did you not obtain such copy either from one of the defendants, or their agent or counsel, either personally or by letter? and how do you know that the same is a copy?

*Ans.* No copy of the mortgage mentioned in the second interrogatory is annexed to this deposition. I have no copy, and of course obtained none from either of the persons referred to.



*2nd Cross-Int.* If in reply to the 5th and 6th, or any of the direct interrogatories, you state that the mortgages were executed to you by the said D. A. Baldwin, one upon the Parsons farm at Oswego, and the other upon the Chicago property, were not the same given to you in payment of three separate shares in the Oswego Hotel property? Was not the Oswego Hotel property divided into shares, and how many? Did you not have a contract or understanding with Baldwin as to the price he was to pay for each share, and was not the mortgage on the Parsons farm, the consideration of a share in said hotel property, conveyed to Thomas Beekman, and was not the mortgage on the Chicago lots given to secure the purchase money of two other shares in said Hotel property, one of which was conveyed by you to Edward A. Nicholl, and the other to Charles Butler, or to some other person or persons, and if so, to whom? State fully as to the conveyance of each of said shares, and annex a copy of the deeds given for said shares.

*Ans.* The mortgages were not given to me in payment for three separate shares of the Oswego Hotel property, but to secure the performance of Mr. Baldwin's agreement with me. The Oswego Hotel property was divided into shares. I no doubt had an understanding with Baldwin upon what terms I would convey shares. He sold the shares, I think, at the nominal price of \$25,000 per share, or \$125,000 for the whole. I originally contracted to Baldwin at \$100,000 for the whole. The Oswego mortgage covered the property conveyed to Baldwin by Beekman, in payment or part payment of one share, and the Chicago mortgage the property conveyed by Butler and Nicholl, in payment or part payment of their shares. But I was to have other property, the Will county lands, in payment. I have not the deeds or copies of the same given for such shares.

*3rd Cross-Int.* If in answer to the 6th direct interrogatory you state that any person or persons became interested with said Baldwin in said purchase, state how you know they became so interested. Who told you they were interested? and when and where were you so told? State the date particularly, or as nearly as you can recollect, and who was present at such conversation.

*Ans.* I know the several parties, stated to have become interested in the Oswego Hotel property in my answer to the 6th interrogatory, became so interested by having been present and heard the negotiations and agreements made; by having heard all the parties talk of their interest therein. I recollect specially, interviews at Charles Butler's office in New York, not far from the 27th of January, 1837, when most of the contracts were arranged. There may have been clerks not then present, but I recollect no persons but Baldwin, Butler, Nicholl, Beekman and myself.



*4th Cross Int.* If in answer to the 7th direct interrogatory you state that on or about the second day of July, A. D. 1838, you recovered a judgment upon said bond for the sum in said interrogatory mentioned, state whether at said time more than one installment was due upon said bond. If not more, what was the amount of such installment?

*Ans.* Only one installment was due upon the bond when I recovered judgment, I think, but I am told by lawyers that the practice in the New York courts then was to give judgment for the penalty of the bond when any part was due, execution being issued afterwards from time to time to collect the installments as they fell due. I do not remember the amount of the installment due.

*5th Cross-Int.* If in answer to the tenth direct interrogatory, you state that in July, A. D. eighteen hundred and forty-one, or any other time, you satisfied the judgment recovered on said bond, state what consideration you received at that time, and from whom?

*Ans.* I received no consideration for the satisfaction of the judgment from any one, that I recollect, other than the procurement of title to the Will county land, except the payment of the costs of the judgment, which I believe were paid to the attorney, and if I mistake not, by Daniel A. Baldwin.

*6th Cross-Int.* If in answer to the twelfth direct interrogatory you state you have had conversations with Marvin McNulty, George M. Chapman, Albert McNulty or Daniel A. Baldwin, or either of them, relative to said bond and mortgage, or the satisfaction of said judgment, state when and where each conversation was had, with which of the foregoing persons, and who was present at each conversation.

*Ans.* I have stated that I recollect no conversations with any of the persons named, except Baldwin. With him I had numerous conversations at various times; mostly at Oswego and New York. I cannot state who were present at any particular conversations, further than I have stated in my answer to the 3rd cross-interrogatory, and the interrogatories; nor can I state when or where each conversation occurred or was had, nor the details thereof; I only recollect the substance and results, which I have stated, as I recollect, in my answer to the 6th direct interrogatory.

*7th Cross-Int.* If in reply to the direct interrogatory you state that you transferred the bond and mortgage on the Chicago property to Albert McNulty, state whether the business in relation to such transfer was not concluded in the city of New York, on your behalf, by Theophilus S. Morgan, and whether you were not absent from said city at the time.



*Ans.* The business in reference to the transfer of the mortgage on the Chicago property as well as of that on the Oswego property, was concluded in the city of New York, by Theophilus S. Morgan; when I was absent from the city.

*8th Cross-Int.* State the exact consideration which was paid to you for each one of said bonds and mortgages referred to in your direct examination, what was given you for the Chicago mortgage and what for the Parsons farm respectively, if land was given, the number of acres for each mortgage and the value of the land as estimated by you in making such sale, and who conveyed each parcel of the lands.

*Ans.* No consideration was paid to me for either of the bonds and mortgages other than the performance of the terms for which they were held as security. The quantity of land which was to be, and was transferred for my benefit, was not far from 2200 acres. The value of the land as estimated by me when title was made, was very small, less than fifty cents per acre. At the making of the contract it was represented by Baldwin to be of great value. It was appraised, or a certificate was presented to me showing it to have been appraised, by Wm. B. Ogden and another, at seven dollars per acre, or thereabouts. I presume the price at which I was to take it was settled between me and Baldwin, but I do not recollect what it was, but it was excessive compared with its real value. I knew this before title was made to the lands, and could on that amount have been glad to have kept the mortgages if I could. I do not recollect who conveyed each parcel of land.

M. P. HATCH.

Taken, subscribed and sworn before  
me this 6th day of February,  
A. D. 1848.

CHARLES RHODES, *Commissioner.*



(112)

EXHIBIT NO. 1.

(68)

See pt 2. p 49

THIS INDENTURE, Made the twenty-seventh day of January, in the year of our Lord one thousand eight hundred and thirty-seven, between Daniel A. Baldwin, of Oswego, in the county of Oswego, of the first part, and Moses P. Hatch, of the same place, of the second part, *Witnesseth*, that the said party of the first part, for and in consideration of the sum of eleven thousand two hundred and fifty dollars, current money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, enfeoffed and confirmed, and by these presents does grant, bargain, sell, release, enfeoff and confirm, unto the said party of the second part, in his actual possession now being, and to his heirs and assigns, forever, *all* that certain parcel of land, being forty-one acres, undivided, of a certain farm of land, situate, lying and being in the town of Scriba, in the county of Oswego, known and distinguished as lot number four, in Hamilton Gore, in the seventeenth township of Scriba's patent, excepting thereout as much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres, undivided, of the whole of said farm. *Also*, all that certain other piece or parcel of land, situate, lying and being in the village of West Oswego, known and distinguished as lot number 9 of the subdivision of lots number 1, 2, 12, 14, 19, 20, 21, 22, 33, 34, being part of Military lot number six, agreeably to a map on file in the clerk's office in the county of Oswego, made by Thomas P. Rowe, this last mentioned parcel subject, however, to a mortgage this day executed by the said party of the first part to secure the payment of five thousand dollars, and interest, to Thomas Beekman. To have and to hold the above bargained premises, to the said party of the second part, his heirs and assigns, to the sole and only proper use, benefit and behoof, of the said party of the second part, his heirs and assigns forever. Provided always, and these presents are upon the express condition, that if the said party of the first part, his heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid to the said party of the second part, his heirs, executors, administrators or assigns, the sum of eleven thousand two hundred and fifty dollars, in four equal annual payments from date, with interest annually on all sums unpaid, said sum being for the purchase money of the above described premises, according to the conditions of a certain bond or writing obligatory, bearing even date herewith, executed by Daniel A. Baldwin, the said party of the first part, to the said party of the second part, as a collateral security, then these presents, and the said bond or writing obligatory, shall cease, and be null and void. And the said Daniel A. Baldwin of the first part, for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, that he will well and truly pay, or cause to be paid, unto the said party of the second part, his heirs, executors, administrators or assigns, the said sum of eleven thousand two hundred and fifty dollars, and interest, at the time and in the manner above mentioned, and that in case of the non-payment of the



said sum of eleven thousand two hundred and fifty dollars, and interest, or any part thereof, at the time or times above limited for the payment thereof, then and in such case it shall and may be lawful for the said party of the second part, his heirs, executors, administrators or assigns, and the said party of the first part does hereby covenant and agree, and by these presents empower and authorize the said party of the second part, his heirs, executors, administrators or assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances thereunto belonging, at public auction or vendue, and on such sale to make and execute to the purchaser or purchasers, his, her or their heirs and assigns, forever, good, ample and sufficient deeds of conveyance in the law, pursuant to the statute in that case made and provided, rendering the surplus monies, if any there be, to the said party of the first part, his heirs, executors, administrators or assigns, after deducting the costs and charges of such vendue and sale as aforesaid.

*In Witness Whereof*, the said party of the first part has hereunto set his hand and seal the day and year first above written.

D. A. BALDWIN. [L. s.]

Signed, sealed and delivered }  
in the presence of }

Duly certified, acknowledged and recorded, July 26, 1837.

EXHIBIT NO. 2. (69)

THIS INDENTURE, Made the twenty-seventh day of January, in the year of our Lord one thousand eight hundred and thirty-seven, between Thomas Beekman and Lydia Beekman, his wife, of Oswego, in the county of Oswego, of the first part, and Daniel A. Baldwin, of the same place, of the second part, *Witnesseth*, That the said party of the first part, for and in consideration of the sum of twenty-five thousand dollars, money of account of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed; and by these presents do grant, bargain, sell, release, alien and confirm unto the said party of the second part and to his heirs and assigns, forever, All that certain parcel of land, being forty-one acres undivided of a certain farm of land situate, lying and being in the town of Scriba, in the county of Oswego, known and distinguished as lot No. four, in Hamilton Gore, in the seventeenth township of Scriba's patent; excepting thereout so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton; to hold said forty-one acres undivided, hereby conveyed as tenant in common of the whole of said farm. *Also* all that certain other piece or parcel of land situate, lying and being in the village of West Oswego, and known and distinguished as lot number nine of subdivision of lots number 1, 2, 12, 13, 14, 19, 20, 21, 22, 33 and 34, being part of Military lot number six, agreeably to a map on file in the clerk's office in the county of Oswego, made by Thomas T. Rowe. The last described parcel is subject to one mortgage of \$1,800 to Joseph L. Josephs, and one mortgage to Portius



F. Parsons, given to secure the sum of \$2,420.79, which said Beekman, party of the first part, is bound to pay and discharge. Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, to have and to hold the said hereby granted above mentioned and described premises, with the appurtenances and every part and parcel thereof, to the said party of the second part, his heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever.

And the said Thomas Beekman, for himself, his heirs, executors and administrators, doth covenant, grant, bargain, promise and agree to and with the said party of the second part, his heirs and assigns, to warrant and forever to defend the above bargained premises and every part and parcel thereof, now being in the quiet and peaceful possession of the said party of the second part, against the said party of the first part, their heirs and assigns and all other persons lawfully claiming or to claim the same or any part thereof.

*In witness whereof*, The parties to these presents hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered }  
in the presence of }

T. BEEKMAN. [L. s.]  
LYDIA BEEKMAN. [L. s.]

Duly acknowledged and recorded Aug. 2, 1837.

EXHIBIT NO. 3. (70)

THIS INDENTURE, Made the twenty-fifth day of September, one thousand eight hundred and thirty-seven, between Daniel A. Baldwin, of the town and county of Oswego and State of New-York, of the first part, and Charles S. Baldwin, of the town of Austerlitz, county of Columbia and state aforesaid, of the second part, *Witnesseth*, That the said party of the first part, in consideration of ten thousand dollars to him duly paid, hath sold and by these presents does grant and convey to the said party of the second part, certain piece or parcel of land situate in the town and county of Oswego and State of New York, described as lot No. 4, in Hamilton Gore, in the seventeenth (17th) township of Scriba's patent; excepting thereout so much thereof as lies west of the middle off the road leading from the village of Oswego to Fulton, being forty-one (41) acres undivided, as tenant in common of the whole of the farm. Also lot No. nine (9) of sub-division of lots Nos. 1, 2, 12, 13, 14, 19, 20, 21, 22, 33, 34, being part of Military lot No. 6, according to a map on file in the clerk's office of Oswego county, made by Thomas P. Rowe; this lot is sixty-two feet front, one hundred and twenty-nine in rear by two hundred and two hundred and twelve feet deep, with street on one end and one side. *Also*, that certain other piece or parcel,



situate in the village of West Oswego, and described on the map of said village as the south half of the middle third of block number *fourteenth*, being sixty-six feet on Sixth, and sixty-six feet on Seventh street, being one full lot as lots are distinguished on the map of said village; excepting thereout the north-west quarter of said lot, being thirty-three (33) feet on Seventh street by one hundred feet deep. Also, that certain other piece or parcel of land lying and being in East Oswego, known and described as block number twenty-three (23), East Oswego; the undivided half of the last mentioned block is to be included in and conveyed by this deed, with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said Daniel A. Baldwin does hereby covenant and agree, that at the delivery thereof he was the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, clear of all incumbrance except a mortgage on the first mentioned piece, of eleven thousand two hundred and fifty dollars (\$11,250), payable in four equal annual payments, from the twenty-seventh day of January, 1837, with annual interest; except (also on the second mentioned piece,) a mortgage of five thousand dollars, payable, one-fourth in four years from the 10th day of July, 1835, and the remainder within ten years from that date, with annual interest; and except also a mortgage of eighteen hundred dollars on the third mentioned piece, payable in three equal annual payments, from the eighth day of December, 1835; and except also on the last mentioned block, a mortgage of thirteen hundred dollars on the whole block; and that he will warrant and defend the above granted premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, forever.

*In witness whereof*, The said party of the first part hath hereunto set his hand and seal, on the day and year first above written.

DANIEL A. BALDWIN. [L. S.]

Scaled and delivered }  
in presence of }

*Oswego County, ss.* On the 11th day of October, 1837, before me came Daniel A. Baldwin, to me known to be the grantor described in, and who duly acknowledged that he had executed the within deed for the uses and purposes therein expressed.

ORLA STEELE, *Com. of Deeds.*

Duly acknowledged and recorded Oct. 12, 1837, at 9 o'clock, P. M.

EXHIBIT NO. 4. (711)

THIS INDENTURE, Made the fifth day of July, in the year of our Lord one thousand eight hundred and thirty-eight, between Charles S. Baldwin, of the city of Troy, State of New York, merchant, of the first part, and Marvin McNulty and George M. Chapman, of the city of New York and state aforesaid, of the second part, *Witnesseth*, That the said



party of the first part, for and in consideration of the sum of twenty thousand dollars, lawful money of the United States of America, to him in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, aliened, remised, released, enfeoffed and confirmed, and by these presents doth grant, alien, remise, release, enfeoff and confirm, unto the said parties of the second part and to their heirs and assigns forever, All that certain piece or parcel of land known as lot number four (4), in Hamilton Gore, in the seventeenth (17th) township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres of land undivided as tenant in common of what is called the Parsons farm, together with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above granted premises, with the said hereditaments and appurtenances. To have and to hold the above mentioned and described premises, with the appurtenances, and every part and parcel thereof, to the said parties of the second part, their heirs and assigns forever; and the said Charles S. Baldwin, for himself, his heirs, executors and administrators, does covenant, grant, bargain, promise and agree, to and with the said party of the second part, their heirs and assigns, to warrant and forever to defend the above granted premises, and every part and parcel thereof, now being in the quiet and peaceable possession of the said parties of the second part, against the said party of the first part, his heirs, executors, administrators and assigns, all and every other person or persons claiming, or to claim the said premises or any part thereof.

*In witness whereof*, The said party of the first part hereunto set his hand and seal the day and year first above writted.

CHARLES S. BALDWIN. [L. s.]

Scaled and delivered  
in presence of  
GEO. WALBRIDGE. }

Duly acknowledged and recorded July 23, 1838.

EXHIBIT NO. 5. (72)

THIS INDENTURE, Made the fifteenth day of September, one thousand eight hundred and thirty-eight, between Marvin McNulty, of the city of New York, and Mary Jeanett his wife, and George M. Chapman, of the same place, of the first part, and Charles Webb, of the same place, of the second part: Witnesseth that the said parties of the first part, in consideration of sixteen thousand dollars to them duly paid, have sold, and by these presents do grant and convey to the said party of the second part, and to his heirs and assigns forever, All that certain piece or parcel of land known as lot number (4) four, in Hamilton Gore, in the seventeenth township of Scriba's patent, except thereout so much thereof



as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres of land undivided as tenant in common of what is called the Parsons farm, being the same premises conveyed to the said parties of the first part, by Charles S. Baldwin of the city of Troy, in the State of New York, by deed bearing date the 5th day of July, in the year one thousand eight hundred and thirty-eight, with the appurtenances and all the estate, title and interest of the said parties of the first part therein, and the said Marvin McNulty and George M. Chapman, do hereby covenant and agree, that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein, clear of all incumbrance, and that they will warrant and defend the above granted premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, forever.

*In Witness Whereof*, The said parties of the second part have hereunto set their hands and seals the day and year first above written.

Signed and delivered in } the presence of HEN. C. MURPHY. }	MARVIN McNULTY.	[L. S.]
	MARY JEANETTE McNULTY.	[L. S.]
	GEO. M. CHAPMAN.	[L. S.]

Duly acknowledged and recorded, Nov. 20th, 1838.

EXHIBIT NO. 6. *(73)*

THIS INDENTURE, Made the fifteenth day of September, in the year of our Lord one thousand eight hundred and thirty-eight, between Charles Webb, of the city of New York, of the first part, and Marvin McNulty and George M. Chapman, of the same place, of the second part: *Whereas*, The said Charles Webb, justly indebted to the said parties of the second part in the sum of twelve thousand dollars lawful money of the United States of America, secured to be paid by his certain bonds or obligation, bearing even date with these presents, in the penal sum of twenty-four thousand dollars lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of twelve thousand dollars lawful money as aforesaid, the same being for part of the purchase money for property conveyed me this day by deed of this date, by the parties of the second part, by installments in manner and at the several times following, to wit: three thousand dollars on the first day of October, one thousand eight hundred and forty-three, and the like amount on the first day of October, for three successive years following, which last payment will be on the first day of October, one thousand eight hundred and forty-six, with lawful interest, payable annually from the date hereof, on the whole sum at any time of payment as aforesaid remaining unpaid, as by the said bond or obligation, and the conditions thereof, reference being thereunto had, may more fully appear. Now this indenture witnesseth, That the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum



of one dollar to him in hand paid by the said parties of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, All that certain piece or parcel of land known as lot number four (4) in Hamilton Gore, in the seventeenth (17th) township of Scriba's patent, excepting therefrom so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres of land undivided, as tenant in common of what is called the Parsons farm; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion or reversions, remainder or remainders, rents, issues or profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances. To have and to hold, the above granted, bargained and described premises, with the appurtenances, unto the said parties of the second part, or their heirs and assigns, to their own proper use, benefit and behoof forever: Provided always, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors or administrators, shall well and truly pay unto the said parties of the second part, or their executors, administrators or assigns, the said sum of money mentioned in the condition of the said bond or obligation, with the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted shall cease, determine and be null and void, and the said Charles Webb, for himself, his heirs, executors and administrators, doth covenant and agree to pay unto the said parties of the second part, their executors, administrators or assigns, the said sum of money and interest, as mentioned above, and expressed in the condition of the said bond, and if default shall be made in the payment of said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said parties of the second part, their executors, administrators or assigns, to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, his heirs, executors, administrators or assigns therein at public auction, according to the act in such case made and provided. And as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same in fee simple, and out of money arising from such sale, to retain principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money (if any there should be,) unto the said Charles Webb, party of the first part, his heirs, executors, administrators or assigns, which sale so to be made shall forever



be a perpetual bar both in law and equity against the said party of the first part, his heirs and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from or under him or them or any of them.

*In witness whereof*, The parties to these presents have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in  
the presence of  
JAS. M. STRONG. }

CHARLES WEBB. [L. S.]

Duly acknowledged and recorded, Nov. 20th, 1838.

EXHIBIT NO. 7. (74)

KNOW-AL MEN BY THESE PRESENTS, That we, Marvin McNulty and George M. Chapman, of the city, county and State of New York, in the annexed mortgage mentioned, of the first part, in consideration of the sum of twelve thousand dollars, lawful money of the United States of America, to them in hand paid by Samuel Welles, late of the city aforesaid, of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part, a certain indenture of mortgage, bearing date the 15th day of September, one thousand eight hundred and thirty-eight, and which mortgage is hereunto annexed, together with the bond or obligation therein described, and the money due and to grow due thereon, with the interest. To have and to hold the same unto the said party of the second part, his executors, administrators and assigns, subject only to the proviso in the said indenture of mortgage mentioned, and we do hereby make, constitute and appoint the said party of the second part our true and lawful attorney, irrevocable, in our name or otherwise, but at our proper costs and charges, to have, use and take all lawful ways and means for the recovery of the said money and interest, and in case of payment to discharge the same as fully as we might or could do if these presents were not made; and we do hereby covenant, promise and agree to and with the said party of the second part, that there is now due and owing upon the said bond and mortgage the sum of twelve thousand dollars, with lawful interest thereon from the fifteenth day of September last; and we do further covenant and agree to and with the said party of the second part, his executors, administrators and assigns, that the said bond and indenture of mortgage shall, with reasonable care and diligence, produce and yield to the said party of the second part, his executors, administrators or assigns, the said principal sum of twelve thousand dollars, with interest thereon at the rate of seven per centum per annum, from the fifteenth day of September last, over and above the costs and expenses of suing upon or foreclosing the said indenture of mortgage, and that in the event of the happening to be any deficiency, we will pay the amount thereof to the said party of the second part, his executors, administrators or assigns, on demand; and further, that it



shall be lawful for the said party of the second part, his executors, administrators or assigns, to permit and suffer the said bond or indenture of mortgage to remain and be outstanding for such time and for such number of years as he may think fit and proper, unless otherwise required by us in writing, without prejudice to his rights and claims upon us, in violation of the covenants herein contained; and further, that it shall not be necessary for the said party of the second part, his executors, administrators or assigns, to give us notice of any default of the said mortgage, in the payment of either the principal or interest monies secured by the said bond or indenture of mortgage hereby assigned, but really and simply to give us true information respecting the same upon application to him or them or to his certain attorney.

*In witness whereof*, We have hereunto set our hands and seals, the sixteenth day of November, one thousand eight hundred and thirty-eight.

Scaled and delivered in  
the presence of  
JAS. M. STRONG. }

MARVIN McNULTY. [L. S.]  
GEO. M. CHAPMAN. [L. S.]

Acknowledged and recorded, Nov. 20th, 1838.

STATE OF NEW YORK, }  
OSWEGO COUNTY, CLERK'S OFFICE. } ss.

I, Henry S. Conde, Clerk of said county, and also of the Courts of Record thereof, do hereby certify that I have compared the preceding copy of an assignment with the original record thereof, now remaining in this office, in Book N of Mortgages, page 58, &c., and that it is a correct transcript therefrom, and the whole of said original.

*In witness whereof*, I have hereunto set my hand, and affixed the seal of said county, this 20th day of January, 1858.

HENRY S. CONDE, *Clerk*.

EXHIBIT NO. 8. *(75)*

THIS INDENTURE, Made the first day of May, one thousand eight hundred and forty-four, between Charles Webb, of the City of New York, and Phebe, his wife, parties of the first part, and Ebenezer Thayer, of the City of New York, Merchant, of the second part, *Witnesseth*, That the said parties of the first part, in consideration of the sum of thirty-five dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain part or parcel of land known as lot number four (4) in Hamilton Gore, in the seventeenth township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres undivided, as tenant in common of what is called the Parsons farm, and also all that certain



other piece or parcel of land, situate, lying and being in the village of East Oswego, known and distinguished as the south third of block number one hundred and fifty-nine (159), and bounded as follows: Beginning on the northerly bound of Albany street, at its intersection with Third street, thence easterly two hundred feet, to the centre of Fourth street, thence northerly along the line of Fourth street, one hundred and thirty-two feet, thence westerly, at a right angle with Fourth street, two hundred feet, to Third street, thence southerly along the line of Third street, one hundred and thirty-two feet, to the place of beginning, be the same more or less. Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the above described premises, and every part or parcel thereof, with the appurtenances. To have and to hold the above granted and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their only proper use and behoof, forever.

Sealed and delivered in }  
the presence of }  
JAS. E. PALMER. }

CHARLES WEBB. [L. s.]  
PHEBE WEBB. [L. s.]

Duly acknowledged and recorded, June 12, 1844.



*Interrogatories propounded to EDWIN ALLEN, a witness, produced, sworn and examined, on the part of the Defendants, William B. Ogden et al., before Charles Rhodes, a Commissioner, in the City of Oswego, and State of New York, on the twenty-first day of January, A. D. one thousand eight hundred and fifty-eight.*

*1st Int.* What is now, and what was your profession or occupation on the 10th day of February, A. D. 1853?

*Ans.* On the 10th day of February, 1853, I was an attorney and counsellor at law.

*2nd Int.* Are you acquainted with Albert McNulty and Daniel A. Baldwin, or either of them? If yea, how long have you known them respectively?

*Ans.* I have seen Daniel A. Baldwin, but am not particularly acquainted with him; first saw him ten or fifteen years ago. I never saw Albert McNulty, and do not know him.

*3rd Int.* Look upon the paper now shown you, and marked Exhibit No. 1, and state whether you have any knowledge of the mortgage therein referred to? If yea, what knowledge have you of said mortgage, and when and where did you derive the same? Was the said mortgage ever attempted to be foreclosed under the statute of the State of New York, by advertisement, and if so, when, and at whose instance and request, and is the said Exhibit No. 1 an advertisement of such sale and foreclosure?

(Exhibit No. 1 hereto annexed, shown to witness.)

*Ans.* The mortgage mentioned in Exhibit No. 1 was received from Daniel A. Baldwin, in the winter of 1853, with a letter to A. P. Grant, Esq., my partner. The letter and mortgage came into my hands as partner of A. P. Grant. This was the first knowledge I had of that mortgage. This mortgage was attempted to be foreclosed by advertisement, under the statute of the State of New York. The foreclosure was commenced in February, 1853. The foreclosure was at the instance and request of Daniel A. Baldwin. Exhibit No. 1, is a printed copy of the advertisement for foreclosure.

*4th Int.* Were you one of the attorneys employed to foreclose said

*p. 272*



mortgage, in pursuance of or under the said notice or advertisement before shown you? If yea, who gave you directions to foreclose the said mortgage, or authorized you, or the firm of Grant & Allen, to foreclose the same? Who paid the attorneys' fees of Grant & Allen for their services in the said foreclosure? Who paid the expenses of advertising the said premises, and other expenses connected with the said foreclosure? State particularly whether any part thereof, and if so, what part were ever paid by the said Albert McNulty? With whom were all or most of the consultations with Grant & Allen (if any) had respecting the said sale of the premises in the said notice described?

*Ans.* I was one of the attorneys whose names were subscribed to the notice. The retainer was to Mr. Grant, my partner. Daniel A. Baldwin gave directions to Mr. Grant to foreclose the mortgage and authorize the foreclosure, and paid the attorneys' fees and expenses of such foreclosure. No part of such fees or expenses were paid to us by Albert McNulty; Daniel A. Baldwin paid by his check for the same. All the consultations in reference to such foreclosure were with Mr. Baldwin or by letters from him.

*5th Int.* Were the said premises ever sold in pursuance of the said notice or advertisement? If yea, where and when, and who bid off the same? For how much were the same bid off? State all the particulars according to your best knowledge and recollection. And if you state that the said premises were bid off by you at the said sale, state whether you purchased the same at the instance of or for any person or persons, and if so, whom? State fully what induced you to purchase the said premises at said sale, and why were the same bid off in your name?

*Ans.* The premises were sold pursuant to such notice. The sale was at the time and place specified in said notice. I bid off the same for the sum of five hundred dollars. I had no particular directions from any one in whose favor or for whom to bid off the premises. As Mr. McNulty appeared in the notice as assignee of the mortgage, and all the directions in regard to the foreclosure having come from Mr. Baldwin, I did not know for whom to bid them off; therefore, I bid them off in my own name, for the benefit of whom it might concern.

*6th Int.* If, in answer to the foregoing interrogatory, you say you purchased the said premises at said mortgage sale, advertised in said notice, state whether you ever paid any part of the purchase money by you bid for said premises, and if so, to whom, and how much? And if not, why not? Please state fully all the particulars in this behalf.

*Ans.* I never paid any part of the purchase money bid at said sale to



any person. I did not because I bid off the property for the benefit of whom it might concern.

*7th Int.* To whom did you convey the said premises, if to any one, after said purchase by you? and how much money did you receive, if anything, for said premises, or for your interest therein? Who paid you the purchase money for your interest in the said premises, if you were ever paid anything? If you were not paid anything for said premises, why not?

*Ans.* I conveyed said premises to Daniel A. Baldwin, (paper marked Exhibit No. 2, hereto annexed, shown witness.) This paper is a copy of such conveyance. I was not paid anything as a consideration for such conveyance. I conveyed to him because I supposed him to be the party entitled to the conveyance. Before conveying, I required and received a writing from Albert McNulty, directing such conveyance.

(A copy of such paper is presented, and marked Exhibit No. 3, and hereto annexed.)

*8th Int.* From the best of your knowledge and information who was the real owner of or person who controlled said mortgage? State fully your knowledge and information, and from whom and in what manner you derived the same.

*Ans.* Daniel A. Baldwin controlled the mortgage as though he was the owner. His letters indicate that it was held for his benefit. My information is derived from the facts and circumstances already stated.

*9th Int.* Did Albert McNulty know of the said foreclosure by advertisement at the time said mortgage was attempted to be foreclosed?

*Ans.* I don't know whether Albert McNulty knew of such foreclosure at the time it was attempted to be made. We never communicated with him in reference thereto, nor received any instructions or directions from him.

*10th. Int* Do you know of any other matter or thing which will be of any benefit or advantage to the said defendants, Wm. B. Ogden, Mahlon D. Ogden, Edwin H. Sheldon or either of them? If yea, declare the same fully.

*Ans.* (Paper presented to witness, marked Exhibit No. 4, hereto annexed.) This paper contains a copy of the proceedings in the foreclosure of the said mortgage on the Parsons farm.

p. 273

" 274

p. 275. 276. 277-



*Cross-Interrogatories and Answers thereto by the Witness on the part of the Plaintiff.*

*1st Cross-Int.* If, in reply to the ninth direct interrogatory, you say that Albert McNulty knew of the foreclosure therein referred to, state how you know that said Albert McNulty knew of said foreclosure, whether personally or not, and if not, who informed you?

*Ans.* In my answer to the 9th direct interrogatory I say that I do not know whether Albert McNulty knew of the foreclosure at the time it was attempted, and therefore cannot further answer the interrogatory.

EDWIN ALLEN.

Taken, subscribed and sworn to before  
me, this twenty-first day of Janu-  
ary, A. D. 1858.

CHARLES RHODES, *Commissioner.*

---

*Interrogatories propounded to the said LUCIUS B. CROCKER, a witness produced and sworn as aforesaid on the part of said defendants, William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, and his answers thereto as follows:*

*1st Int.* Where do you reside, and what is your occupation or profession?

*Ans.* I reside in the city and county of Oswego and State of New York—I am a merchant.

*2nd Int.* Are you acquainted with Moses P. Hatch, Daniel A. Baldwin and Albert McNulty, or either and which of them? If yea, how long have you known them respectively?

*Ans.* I am acquainted with Moses P. Hatch and Daniel A. Baldwin, but not with Albert McNulty. I have known Moses P. Hatch thirty years and upwards; I have known Daniel A. Baldwin over twenty years.

*3rd Int.* State whether you or any other person, and if yea, who, were ever the assignees of Moses P. Hatch? If yea, when did you become such assignees? And if you state that you and Abram P. Grant were such assignees, and if yea, whether any and what lands situate in



Will county, Illinois, were conveyed to you and said Grant as such assignees, and who conveyed the same to you and said Grant, and when? and who owned the same at the time of such conveyance? Declare fully, etc., and give a description of said lands.

*Ans.* Abram P. Grant and myself were assignees of some of the property and assets of Moses P. Hatch. Such assignment was made, and we became such assignees between the years 1836 and 1841, but I do not recollect the precise time, think in the year 1840. I think about twelve hundred and eighty acres of land, situate in Will county, Illinois, were conveyed to us as such assignees by said Hatch. The lands were claimed to be owned by Mr. Hatch, were under some incumbrance, and were conveyed by him at the date of and by the assignment deed. I cannot now give a description of the lands; they were described in the assignment, which was recorded in said Will county. We never received but one such conveyance from said Hatch or a conveyance of but one parcel of land from him or on his account. Daniel A. Baldwin released the same lands on account of a loss of his conveyance to said Hatch.

*4th Int.* If you state that any lands were conveyed to yourself and said Grant, as inquired about in the third interrogatory, state whether there was any, and what, mortgage upon said lands or any part thereof. And if yea, by whom and when was the said mortgage executed, and for the security of what sum of money, and when and from whom was the same payable? Set forth a copy of said mortgage.

*Ans.* The lands were subject to some incumbrance, amounting to about two thousand dollars. It was a mortgage executed by Daniel A. Baldwin to Francis G. Blanchard, for the purchase money of such land. That was recorded in Will county, Illinois; and for greater certainty I refer to the record thereof. I have no copy of the mortgage, nor do I remember how it was payable.

*5th Int.* State whether you and said Grant took the conveyance of said Will county lands subject to the payment of said mortgage, or whether said mortgage was to be paid, and said premises discharged therefrom by some other, and what person or persons. And if you state that Daniel A. Baldwin was to pay the said mortgage, or cause the same to be paid, state whether any and what person or persons became surety for said Baldwin in that behalf. Declare, etc. And if you state that any such or a similar guaranty was made by one Marvin McNulty, set forth the said guaranty or a copy thereof.

*Ans.* My impression is, that the payment and discharge of the mortgage was assumed or guaranteed by Daniel A. Baldwin or a Mr. McNulty, of the firm of McNulty & Chapman, one or both of them, but



my recollection is not very distinct. I have none of the papers, and cannot set forth a copy of the guaranty. Mr. Grant, I think, has the papers. I have not seen them in many years.

*6th Int.* Do you know of any other matter or thing which will be of benefit or advantage to the said defendants, William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, or either of them, on the trial of this cause? If yea, declare the same fully, etc.

*Ans.* I understood at the time of or before the assignment, that Mr. Hatch had received the Illinois lands of Mr. Baldwin on some transactions in reference to the Oswego Hotel property. I understood this from conversations with Mr. Hatch or Mr. Baldwin, or perhaps both.

(No cross-interrogatories to be propounded to the said Lucius B. Crocker, were annexed to or inclosed with the said commission.)

L. B. CROCKER.

Taken, subscribed and sworn to before  
me this twenty-first day of January,  
A. D. 1858.

CHARLES RHODES, *Commissioner.*

# EXHIBIT NO. 1. (76/

Default having been made in the payment of a sum of money secured by a certain mortgage executed by Daniel A. Baldwin to Moses P. Hatch, bearing date January 27th, 1837, and recorded in the office of the clerk of the county of Oswego, on the 26th day of July, 1837, in Liber L. of mortgages, page 197, and which said mortgage covers, and is, upon the the following described premises, to wit: All that certain parcel of land, being 41 acres undivided of a certain farm of land, situate, lying and being in the town of Scriba, in the county of Oswego, known and distinguished as lot number four, in Hamilton Gore, in the seventeenth township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of a road leading from the village of Oswego to Fulton, being forty-one acres undivided of the whole of said farm; also all that certain other piece or parcel of land, situate lying and being in the village of West Oswego, and known and distinguished as lot No. 9, of subdivision of lots number 1, 2, 12, 14, 19, 20, 21, 22, 33, 34, being part of military lot number six, agreeable to a map on file in the clerk's office, in the county of Oswego, made by Thomas T. Rowe.



And whereas the said mortgage has been duly assigned to Albert McNulty, and is now held and owned by him, and upon which said mortgage there is now actually due the sum of twenty-three thousand seven hundred and fifty dollars, (\$23,750,) at the date of the first publication of this notice, and no proceedings at law have been had to collect the same, or any part thereof. Now, therefore, by virtue of the power of sale contained in said mortgage and in pursuance of the statute in such case made and provided, a portion of said mortgaged premises described in said mortgage as follows, to wit:

All that certain parcel of land being forty one acres undivided of a certain farm of land situate, lying and being in the town of Scriba, in the county of Oswego, known and distinguished as lot number four in Hamilton Gore, in the seventeenth township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres undivided of the whole of said farm, will be sold at public auction at the Welland House, in the city and county of Oswego, on the 12th day of May next, at ten o'clock in the forenoon of that day. Dated February 10, 1853.

ALBERT McNULTY,

GRANT & ALLEN, Attorneys, Oswego.

Assignee.

CHARLES RHODES,

Commissioner.

EXHIBIT NO. 2. *(77)*

THIS INDENTURE, Made the fifteenth day of October, in the year of our Lord one thousand eight hundred and fifty-three, between Edwin Allen and Clarinda B. Allen his wife, of the city and county of Oswego, of the first part, and Daniel A. Baldwin of the city of New York, of the second part, *Witnesseth*, That the said parties of the first part, in consideration of the sum of one dollar, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have bargained, sold, remise and quit claimed, and by these presents do bargain, sell, remise and quit claim unto the said party of the second part, and to his heirs and assigns forever, *all* that certain parcel of land, being forty-one acres, undivided, of a certain farm of land, situate, lying and being in the town of Scriba, in the county of Oswego, known and distinguished as lot number four in Hamilton Gore, in the seventeenth township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres, undivided, of the whole of said farm, together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, or in and to the above bargained premises, with the said hereditaments and appurtenances. To have and to hold the said premises above described to the said party of the second part, his heirs and assigns, to the sole and only proper



benefit and behoof of the said party of the second part, his heirs and assigns forever.

*In Witness Whereof*, the parties of the first part have hereunto set their hands and seals the day and year first above written.

EDWIN ALLEN.

[L. s.]

CLARINDA B. ALLEN.

[L. s.]

Scaled and delivered in }  
presence of }

Duly acknowledged and recorded, May 25th, 1854.

EXHIBIT NO. 3. (78)

For and in consideration of five hundred dollars to me in hand paid by Edwin Allen, of the city of Oswego, the receipt whereof is hereby acknowledged and confessed, I do hereby release and discharge the said Edwin Allen of and from all and every claim and demand which I may have against him, and of and from all liability by reason of or in consequence of his bidding off at public auction, under a statute foreclosure, certain premises, situate in the town of Scriba, in the county of Oswego, being a part of lot number four, in Hamilton's Gore, in the seventeenth township of Scriba's patent, and particularly described in a certain mortgage executed by Daniel A. Baldwin to Moses P. Hatch, and bearing date January 27th, 1837, and by said Hatch assigned to one Albert McNulty, on the 12th day of May, 1853. The said Allen being in no wise interested in said sale or in said bill, but acting solely as my agent in the premises. And I hereby direct and request the said Edwin Allen to convey the the said premises so bid off by him under said foreclosure to Daniel A. Baldwin, Esq., of the city of New York, or to any other person he, the said Baldwin, may direct. Given under my hand and seal, this eighteenth day of August, 1853.

ALBERT McNULTY. [L. s.]

The words "or to any other person he, the said Baldwin, may direct," added before execution.

Witness in presence of

MATHIAS BANKER.

Duly acknowledged.

EXHIBIT NO. 4. (79)

Default having been made in the payment of a sum of money secured by a certain mortgage executed by Daniel A. Baldwin to Moses P. Hatch, bearing date January 27th, 1837, and recorded in the office of the clerk of the county of Oswego, on the 26th day of July, 1837, in Liber L. of mortgages, page 297, and which said mortgage covers and is upon the following described premises, to wit:

All that certain parcel of land, situate, lying and being in the town of Scribas, in the county of Oswego, known and distinguished as Lot



number four in Hamilton's Gore, in the seventeenth township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of a road leading from the village of Oswego to Fulton, being forty-one acres undivided, of the whole of said farm. Also all that certain other part or parcel of land, situate lying and being in the village of West Oswego, and known and distinguished as lot number nine of subdivision of Lots No. 1, 2, 12, 14, 19, 20, 21, 22, 33, 34, being part of Military Lot, No. six, agreeable to a map on file in the clerk's office in the county of Oswego, made by Thomas T. Rowe; and whereas the said mortgage has been duly assigned to Albert McNulty, and is now held and owned by him, and upon which said mortgage there is now actually due the sum of twenty-three thousand seven hundred and fifty dollars, (\$23,750,) at the date of the first publication of this notice, and no proceedings at law have been had to collect the same, or any part thereof: Now, therefore, by virtue of the power of sale contained in said mortgage, and in pursuance of the statute in such case made and provided, a portion of said mortgaged premises described in said mortgage as follows, to wit: All that certain parcel of land, being forty-one acres undivided of a certain farm of land, situate, lying and being in the town of Scriba, in the county of Oswego, known and distinguished as lot number four in Hamilton Gore, in the seventeenth township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres undivided of the whole of said farm, will be sold at public auction at the Welland House in the city and county of Oswego, on the 12th day of May next, at 10 o'clock in the forenoon of that day. Dated February 11th, 1853.

ALBERT McNULTY,  
*Assignee.*

GRANT & ALLEN, Attorneys, Oswego.

STATE OF NEW YORK, } ss.  
OSWEGO COUNTY.

Abram P. Grant, of Oswego, in said County, being duly sworn says, that some time the forepart of April, 1853, and previous to the 4th day of said April—the precise day the deponent does not recollect—he served a copy of the annexed printed notice on Daniel A. Baldwin, by enclosing such copy to him, deposited in the Post Office, at Oswego, and directed to him at the city of New York, the residence of the said Baldwin; that on the 16th day of April, 1853, deponent personally served a copy of said notice personally on James Powell, upon the premises in said notice described to be sold; and this deponent further says that he sold, as auctioneer, and at public auction, the premises described in the annexed printed notice, as follows:

All that certain parcel of land, being forty-one acres, undivided, of a certain farm of land lying and being in the town of Scriba, in the county of Oswego, known and distinguished as lot number four (4) in Hamilton Gore, in the seventeenth township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres undivided of



the whole of said farm, at the time and place of sale therein mentioned, to wit: On the 12th day of May, 1853, at the Welland House, in the city of Oswego, between the hours of ten and eleven in the forenoon of that day. And that Edwin Allen, of the city of Oswego, then and there purchased the same for the sum of five hundred dollars, (\$500,) he being the highest bidder, and that sum being the highest sum bidden for the same; that such sale was in the day time, and in all respects honestly, fairly and legally conducted, to his best knowledge and belief.

A. P. GRANT.

Subscribed and sworn to before me, this 13th day of May, 1853.

O. ROBINSON,  
*Recorder.*

OSWEGO COUNTY, ss.

Edwin Allen, of Oswego, being duly sworn, says that, on the 11th day of February, 1853, he posted a copy of the foregoing and annexed printed notice on the outer door of the city hall, in the city and county of Oswego, that being the building in which the county courts of the county court are held, nearest to the premises in said notice described; that on the 12th day of February, 1853, he posted a copy of said notice on the outer door of the court house, in the said city of Oswego, that being the court house nearest to the premises in said notice described, and further says not.

EDWIN ALLEN.

Subscribed and sworn to before me, May 13th, 1853.

O. ROBINSON,  
*Recorder.*

STATE OF NEW YORK, }  
OSWEGO COUNTY. } ss.

James N. Brown, of Oswego, in said county, being duly sworn, says that he is one of the publishers of the Oswego Commercial Times—a newspaper printed in said county of Oswego—and that the notice of which the foregoing and annexed is a printed copy, has been regularly published in said paper for twelve successive weeks, commencing on the tenth day of February, 1853, and further says not.

JAMES N. BROWN.

Subscribed and sworn to before me, May 12th, 1853.

J. M. CASEY,  
*Clerk Recorder's Court of Oswego.*

Recorded August 13th, 1853, 5 P. M.

E. M. HILL, *Clerk.*



STATE OF NEW YORK, }  
OSWEGO COUNTY CLERK'S OFFICE. } ss.

I, Henry S. Conde, clerk of said county and also of the courts of record thereof, do hereby certify that I have compared the preceding copy of affidavit of foreclosure and sale with the original record thereof, now remaining in this office, in book 35 of mortgages, page 37; that they are correct transcripts therefrom, and the whole of said originals. In testimony whereof I have hereunto set my hand and affixed the seal of said county this 20th day of January, 1858.

HENRY S. CONDE,  
*Clerk.*



*The Deposition of ABRAHAM P. GRANT, taken at the office of Charles Rhodes, a Commissioner in the city of Oswego, N. Y., on the twenty-sixth day of January, A. D. 1858, in behalf of the defendants, William B. Ogden, Mahlon D. Ogden, Edwin H. Sheldon et al., in cause wherein Eunice Chapman is complainant and William B. Ogden et al. are defendants.*

*1st Int.* Where do you reside? what is your occupation or profession? were you ever associated with Edwin F. Allen in the practice of the law? If yea, when and how long?

*Ans.* I reside in the city of Oswego, in the State of New York. I am an Attorney and Counsellor at Law. I am associated with Edwin Allen as a partner in the practice of the law, and have been for five years and upwards.

*2nd Int.* Are you acquainted with Moses P. Hatch, Daniel A. Baldwin, Albert McNulty, or either and which of them? If yea, how long have you known them respectively?

*Ans.* I am acquainted with Moses P. Hatch and Daniel A. Baldwin. I have known Mr. Hatch twenty-five years and upwards; Mr. Baldwin twenty years. I do not know Albert McNulty.

*3rd Int.* State whether you and any other person, and if yea, who, were ever the assignees of Moses P. Hatch? If yea, when did you become such assignee? And if you say that you and Lucius B. Crocker were such assignees, state whether any and what lands were conveyed to you and said Crocker as such assignees, situated in Will county, Illinois? If yea, describe said lands; state who conveyed said lands to you and said Crocker, and when the same were so conveyed, and who owned the same?

*Ans.* Lucius B. Crocker and myself were the assignees of Moses P. Hatch, at least as to some of his property. We became such assignees in January, 1840. Certain lands were conveyed to us as such assignees, situate in Will county, Illinois, described as follows: Lot 33, N. E. 1-4, S. E. 1-4 and E. 1-2 of S. W. 1-4 of Sec. 29, all in township 32 N., of R. 9, E. of 3d principal meridian. They were assigned and conveyed



to us by said Moses P. Hatch by the deed of assignment dated in January, 1840, which I believe is recorded in Will county, Illinois. Mr. Hatch owned or claimed to own the land at the time of the assignment, the title had previously been in Danial A. Baldwin.

*4th Int.* If you state that any lands were conveyed to yourself and Crocker, as inquired about in the third interrogatory, please state whether there was any and what mortgage upon the said lands or any part thereof? And if yea, by whom and where was the said mortgage executed, and for the security of what sum of money? and when and from whom was the same payable? and is the paper now shown you a true copy of said mortgage?

*Ans.* There was, as I understand, a mortgage on said lands from Daniel A. Baldwin to Francis G. Blanchard, dated June 1, 1839, to secure \$2,000, at 7 per cent. interest, payable on or before the first of June, 1840. No paper is shown me.

*5th Int.* State whether you and said Crocker took the conveyance of said premises subject to the payment of said mortgage, or whether said mortgage was to be paid and the premises discharged therefrom by some other, and what person? and if you say said Baldwin was to pay said mortgage, state whether any, and what person or persons became surety for said Baldwin, that he should pay said mortgage. State all the particulars of this matter fully, and according to the best of your knowledge, information or belief, together with your reasons therefor.

*Ans.* My impression is, that the mortgage was to be paid by Daniel A. Baldwin, or by some person for him, under some arrangement that had been made, but with whom such an arrangement was made, or who, if anybody, became surety for the payment, I do not recollect. The only papers in my possession referring in any way to the matter, are an affidavit by Baldwin, a copy of which is hereto annexed, marked Exhibit No. 1, and an agreement by Albert McNulty, a copy of which is hereto annexed, marked Exhibit No. 2.

p. 281  
p. 282

*6th Int.* What do know of a certain mortgage executed by Daniel A. Baldwin and wife to Moses P. Hatch, upon the Parsons farm and other property in the county of Oswego, N. Y., for the sum of \$11,250? State whether the same was attempted to be foreclosed in said county of Oswego during the year 1853. Who was then the real owner of said mortgage? What connection had Daniel A. Baldwin with said mortgage at that time? State fully all the particulars in this behalf, and by your means of knowlege or information. State any conversations which



you may have had with said Baldwin or Albert McNulty relating to this mortgage or the ownership thereof.

*No book in evidence*

*Ans.* I have a memorandum among the papers relating to Hatch's assignment, a copy of which is hereto annexed, marked Exhibit No 3. I do not know the handwriting. I think Mr. Crocker gave it to me some years since. This relates, among other matters, to the mortgage mentioned in this interrogatory. Such mortgage was attempted to be foreclosed in 1853. I understood it was owned by McNulty; the foreclosure was in his name. Baldwin pretended to represent McNulty, and claimed to act as his agent. Baldwin requested me, personally, to foreclose the mortgage for McNulty. Our firm took the mortgage and foreclosed it, and Baldwin paid the costs. I had a conversation with Baldwin at his office in New York, and also at Oswego, in reference to the foreclosure. I never had any conversation or communications directly with Albert McNulty, and no communications with him except so far as Baldwin acted as his agent.

*7th Int.* Do you know of any other matter or thing which will be of benefit or advantage to the said defendants, William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, on the trial of this cause? Have you any papers in your possession relative to the matter in dispute in this cause? Please state anything that you may know in relation to this cause and furnish all such papers or copies thereof as you may have in your possession relating to this matter.

*Ans.* I do not know of any other matter or thing which to my knowledge would benefit said defendants, but I do not sufficiently understand the nature of the controversy to know what would be material. I have no papers except those before referred to, of which copies are annexed, which appear to me to have any bearing upon the matter.

*Cross-Interrogatories and Answers thereto by the Witness on the part of the Plaintiff.*

*1st Cross-Int.* If, in reply to the fifth direct interrogatory, you state that any person agreed to become surety for the payment of the mortgage therein referred to state whether such agreement was in writing.

*Ans.* In reply to the 5th interrogatory I could not say certainly what if any agreement there was to secure the payment of the mortgage, nor can I say there was one in writing.

*2nd Cross-Int.* If, in reply to the sixth direct interrogatory, you say that you have had any conversations with Daniel A. Baldwin and Al-



Ubert McNulty, or either of them, relating to the mortgage therein referred to, state the the time and place of each of said conversations, with whom the said was had, and who was present.

*Ans.* I have already stated the places where I had conversations with Daniel A. Baldwin in answer to the 6th interrogatory; the time as near as I can fix it was in 1853, previous to the commencement of the foreclosure of the mortgage. I cannot state who, if any one, was at the conversations or either of them.

A. P. GRANT.

Taken, sworn and subscribed before  
me, this twenty-sixth day of Jan-  
uary, A. D. 1858.

CHARLES RHODES, *Commissioner.*

EXHIBIT NO. 1. *(80)*

NEW YORK CITY AND COUNTY, ss:

Daniel A. Baldwin, of the city New York, being duly sworn, maketh oath and saith that there are no judgments or decrees in chancery outstanding of record or unpaid, against him in any court of the State of Illinois, or of the United States, and that he has at no time previous to the date hereof, conveyed, mortgaged or incumbered, in any manner or way, except a mortgage of \$2,000 to Francis G. Blanchard, which mortgage is lien on the property hereinafter described. All or any of certain tracts of lands about to be conveyed by him to Peter D. Hugunin, of the town and county of Oswego, and State of New York, to wit: Section No. (33,) the north-east quarter and the south-east quarter, and the east half of the south-west quarter of section (29) twenty-nine, all in township number thirty-two (32) north, of range 9, east of the third principal meridian, in Will county and State of Illinois.

DANIEL A. BALDWIN.

Sworn and subscribed this 30th day  
of December, A. D. 1839, before  
me,

WASH'N JUDAH, *Commiss'r of Deeds.*



## EXHIBIT No. 2.

81

WHEREAS, Albert McNulty and wife, and D. A. Baldwin and wife, all of the City of New York, have this day deeded to Peter D. Hugunin, of Oswego, and State of New York, twenty-two hundred and forty acres of land in Will county, Illinois, reference to the deeds more fully appear. For and in consideration of the conveyance of said lands, Moses P. Hatch, by T. S. Morgan, his attorney, both of Oswego, and State of New York, has transferred, set over, and assigned to Albert McNulty, a certain bond and mortgage of \$22,500 on property in Chicago, Illinois, given by D. A. Baldwin to said Hatch, bearing date, 27th January, 1837, also a certain other mortgage of 11,250, of the same date, on a part of the Parsons farm, so called, near Oswego, N. Y., and on other property given by said Baldwin to said Hatch, reference to said mortgage will more fully appear. Now therefore, for and in consideration of one dollar, to me in hand paid, and for other good and valid considerations to me moving, I hereby agree that if said Hatch shall elect to release said above mentioned deeds, bonds, and all papers relating to the above bargain, within twenty days from this date, and notice to be given to said McNulty, the assignments of said bond and mortgage shall be null and void, to be returned to said Hatch, and I further agree that if said Hatch confirm the above bargain, the certificates of the receiver of the lands conveyed by said McNulty and wife, shall be delivered to said Hugunin for record.

ALBERT McNULTY.

New York, December 20th, 1839.

## EXHIBIT NO. 3.

Daniel A. Baldwin conveyed by mortgage, of date January 27th, 1837, to Moses P. Hatch, 41 acres of lot No. 4, in Scriba, to secure \$11,250.

The mortgage embraced also some village property. This mortgage was assigned by Hatch to McNulty & Chapman, and in consideration of it, they were to pay up and discharge the incumbrances on the Illinois lands.

P. F. Parsons mortgaged his farm, lot 4, 7, 17, H. Gore, 120 acres, to Joseph L. Josephs, New York, and sold it to Beekman, subject to this mortgage by deed. The mortgage was recorded Dec. 1835.

Beekman, on the 27th of January, 1837, sold one-third of said lot to Daniel A. Baldwin by warrantee deed, free from incumbrances.

Baldwin same day mortgaged said one-third of said lot to M. P. Hatch, and gave a bond for the same.

M. P. Hatch subsequently assigned this mortgage to McNulty & Chapman, as he conditioned that said McN & C. should clear certain lands from incumbrance in Illinois, therein described, which it is believed has not been done, which lands were owned by M. P. Hatch, and by him

*Adm. evidence*



assigned with his claim to the Baldwin mortgage as above (which he would hold, provided McNulty & Chapman should disencumber the Illinois lands) to special assignees.

It seems, therefore, that Beekman and Baldwin are both bound to clear up one-third of said lot from the Parsons mortgage.

The Parsons mortgage, \$1,800 before mentioned, is now held by Wm. I. Beard, of New York, and the other two-thirds of said lot, not sold to Baldwin, is owned by Messrs. Kiddie, Whitney & Young, Geneva, subject to the Parsons mortgage, but it is not known whether they gave any bond of indemnity to any one against said Parsons mortgage.

It is thought that Charles C. King, of New York, would know the situation of the Baldwin mortgage to Hatch.

*Not in evidence*



*The deposition of THOMAS BEEKMAN, taken before David Van Schack, of Kinderhook, N. Y., on the part of the defendants in the cause Eunice Chapman vs. William B. Ogden et al., on the first day of February, A. D. 1858.*

*1st Int.* Do you know the parties, complainant and defendants, or either and which of them?

*Ans.* I know William B. Ogden, one of the defendants, but do not know either of the other defendants. I do not know the complainant.

*2nd Int.* Do you know Albert McNulty, Geo. M. Chapman, Daniel A. Baldwin and Moses P. Hatch, or either and which of them? If yea, how long have you known them or either of them? and were you acquainted with the said Baldwin during or prior to the year 1837?

*Ans.* I do not know Albert McNulty. I have known Geo. M. Chapman for the last five or six years. I have known Daniel A. Baldwin since about the year 1835 or 1836. I have known Moses P. Hatch since about the year 1832. I was acquainted with said Baldwin during and prior to the year 1837.

*3rd Int.* Do you know of Daniel A. Baldwin's making to said Hatch two certain bonds and mortgages, one for \$11,250 on the Parsons farm and other property in Oswego county, New York, and one for \$22,500 on certain property in the city of Chicago? If yea, state fully the particulars relating thereto? State for what purpose the said mortgage and the bonds accompanying the same were given by said Baldwin to said Hatch. State what the understanding or agreement between said Hatch and Baldwin was at that time, and all the particulars relating thereto as far as you can recollect the same.

*Ans.* I have a recollection of said Baldwin making to said Hatch two certain bonds or mortgages, one I think for \$11,250 on a part of the Parsons farm and, I believe, other property in Oswego county, New York, and one on certain property in the city of Chicago for, I think, \$22,500, under the following circumstances, viz.:—Daniel A. Baldwin (about the year 1856) had purchased from Moses P. Hatch by contract the Oswego Hotel Property in East Oswego, New York; subsequently, and about the year 1837, this deponent and Charles Butler and one



Nicholl, purchased of said Baldwin each an interest of one-fifth in said Oswego Hotel Property, and, in payment for deponent's interest in said property so purchased, he executed to said Baldwin a deed for a certain interest in the Parsons farm and certain other property, and deponent thinks, in Oswego county, New York; on which property so conveyed by deponent to said Baldwin, he, said Baldwin, executed to said Hatch the aforesaid bond and mortgage for \$11,250. In consideration of which said Hatch executed and delivered to deponent a deed for deponent's interest so purchased by him of said Baldwin in said Oswego Hotel Property. That, according to deponent's recollection and belief, said Butler and Nicholl had conveyed to said Baldwin certain lots in the city of Chicago, in the State of Illinois, in payment for their several interests in the Oswego Hotel Property so purchased by them of said Baldwin. That to induce said Hatch to convey to said Butler and Nicholl the interests in the Oswego Hotel Property which said Baldwin had sold to them, said Baldwin agreed to convey to said Hatch certain wild lands lying in and adjacent to the Kankakee River, in the State of Illinois, but, as said Baldwin had not yet acquired the title to said lands in Illinois, he executed a bond and mortgage to Hatch on the lots in the city of Chicago acquired by him from said Butler and Nicholl for said sum of \$22,500, (which is the bond and mortgage secondly above referred to,) to be void whenever said Baldwin should acquire the title to said wild lands and convey them to said Hatch. In consideration of which, said Hatch conveyed to said Butler and Nicholl their several interests in said Oswego Hotel Property; but this deponent does not recollect that there was any written agreement between said Baldwin and Hatch to this effect. These circumstances are stated according to the best present recollection and belief of deponent of the transactions, which knowledge was gathered from conversations between said Baldwin and Hatch at the time of the occurrence, so far as relates to the \$22,500 bond and mortgage.

*4th Int.* When said mortgages and bonds were given by Baldwin to Hatch, in what particular way or manner were the same to be paid and satisfied by Baldwin? State what the arrangement was at the time between Baldwin and Hatch, and whether the same was ever carried out by Baldwin.

*Ans.* In answer to the 4th interrogatory deponent refers to his answer in the 3rd interrogatory as an answer to the 4th interrogatory except that this deponent has understood that the arrangement between Hatch and Baldwin, in relation to the Illinois lands, was carried out by a conveyance of same to said Hatch or to others at his request by said Baldwin or some other person or persons at his instance.



*5th Int.* If you know of said bond and mortgage being given to Moses P. Hatch by Baldwin, state fully the history of the transaction out of which said mortgages arose, and on account of what they were given to Hatch, and if you say that said mortgages arose out of a sale by Hatch to Baldwin of the Oswego Hotel Property, state who became interested with said Baldwin in the said purchase, and when, and how, and to what extent. State to whom said Baldwin sold any and what share or shares in said Hotel Property, and about when. If you know of any agreement on the part of McNulty and Chapman to purchase any share or shares in said Hotel Property, state the same fully.

*Ans.* Deponent says that he does not know that any one else was interested with said Baldwin in the sale by Hatch to Baldwin of the Oswego Hotel Property at the time Baldwin purchased the same from Hatch, nor does deponent know of any agreement on the part of McNulty and Chapman to purchase any share or shares in said Hatch property. For answer to the remainder of the fifth interrogatory this deponent refers to his answer to the third interrogatory as an answer to the same.

*6th Int.* Do you know or can you set forth any other matter or thing which may in any wise tend to the benefit of the said defendants, William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, or either of them? If so, set forth the same and all the circumstances and particulars thereof, according to the best of your knowledge, remembrance, information and belief, together with your reasons at large.

*Ans.* Deponent says that he has no recollection of any fact or circumstances other than hereinbefore detailed, in answer to several previous interrogatories, which may in any wise tend to the benefit of said defendants.

T. BEEKMAN.



*The Deposition of* FREDERICK T. CARRINGTON, *of the County of Oswego and State of New York.*

1st Int. Where do you reside and what is your occupation?

Ans. I reside in the city of Oswego, in the State of New York, and am a commission merchant.

2nd Int. Did you ever purchase of any person or persons, and of whom, any part of what is known as the Parsons farm, and any other and what property at the same time, situate in the county of Oswego and State of New York? If yea, what part of or interest in said farm and other property did you purchase, and of whom did you purchase it, and when?

Ans. I purchased 41 acres, undivided, of the Parsons farm, situated in the city and county of Oswego, formerly town of Scriba, of H. Hollis Hunnewell and Mrs. Souchard. I bought no other property at the same time. I made the purchase in the spring of 1856, of John C. Pratt, Esq. I received the deeds in September, 1856. I had a deed from H. Hollis Hunnewell, and also one from Jules Etienne Souchard and Charlotte Souchard his wife, formerly Charlotte Smith.

3rd Int. Have you any title papers in your possession or under your control, in any way relating to said Parsons farm and other property before referred to, or to any any interest therein? If so, set forth true copies of any and all such papers, and set forth such of all such papers as are in your possession and under your control, which may in any way relate to the title of, in and to the said Parsons farm or any part thereof, or to any other property conveyed to you along with said Parsons farm.

Ans. I have some papers in my possession relating to the title of said Parsons farm. (Papers presented by witness and marked Exhibits Nos. 1, 2, 3 and 4 hereto annexed.) These papers are copies of original deeds and documents relating to said title in my possession. I have none of the other title deeds now in my possession. I had others which I have sent to Chicago, and cannot now give copies of them.

Ex. 289  
290  
291-292  
293



*4th Int.* How do you derive your title to or interest in the said Parsons farm, and set forth copies of the conveyances and papers constituting your chain of title therein or thereto?

*Ans.* I derive my title to said farm and my interest therein from the deeds before mentioned from Charlotte Souchard, formerly Charlotte Smith, and her husband, and H. Hollis Hunnewell.

*5th Int.* Are you now the owner of the Parsons farm or of any and what interest therein, and are you also of any other and what other property conveyed to you along with the same?

*Ans.* I am now the owner of said 41 acres, undivided, of the said Parsons farm, and of no other property conveyed to me along with the same.

*6th Int.* Do you know any other matter or thing which will be of benefit or advantage to the said defendants, William B. Ogden, Mahlon D. Ogden or Edwin H. Sheldon, on the trial of this cause? If yea, state the same fully.

*Ans.* I do not know that I do.

F. T. CARRINGTON.

Subscribed and sworn to before  
me, the eighth day of Feb-  
ruary, 1858. }

CHARLES RHODES, *Commissioner.*



## EXHIBIT NO. 1.

82

THIS INDENTURE, Made the sixteenth day of December, in the year of our Lord one thousand eight hundred and forty four, between Ebenezer Thayer, of the city of New York, merchant, party of the first part, and Charlotte Smith, of Boston, in the State of Massachusetts, (now in Paris, in the kingdom of France,) spinster, party of the second part, witnesseth that the said party of the first part for and in consideration of the sum of one hundred dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to her heirs and assigns forever, all that certain piece or parcel of land, situate, lying and being in the village of East Oswego, known and distinguished as the south third of block number one hundred and fifty-nine (159), and bounded as follows: Beginning on the northerly bounds of Albany street at its intersection with Third street, thence easterly two hundred feet to the corner of Fourth street, thence northerly along the line of Fourth street one hundred and thirty-two feet, thence westerly at right angles with Fourth street two hundred feet to Third street, thence southerly along the line of Third street one hundred and thirty-two feet to the place of beginning, be the same more or less. And, also, all that certain other piece or parcel of land known as lot number four (4), in Hamilton's Gore, in the (17) seventeenth township of Scriba's patent, excepting therefrom so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being forty-one acres of land, undivided, as tenant in common of what is called the Parsons farm, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits, and also all the estate, right, title, interest, property, possession, claim and demand whatever, as well in law as in equity of the said party of the first part, of, in or to the above described premises and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, her heirs and assigns forever. And the said Ebenezer Thayer, for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said party of the second part, her heirs and assigns, that he hath not made, done, committed, executed, or [suffered] any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached,



charged or incumbered in any manner or way whatsoever. *In witness whereof*, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

EBENEZER THAYER. [L. s.]

The word "[suffered]" stricken out before the execution of these presents.

JOHN S. BULKLEY.

Proved by John S. Bulkley, subscribing witness, in the city and county of New York, before

JNO. E. WHITE, *Commissioner of Deeds*.

Recorded Oct. 6, 1855, book 70 of Deeds, page 87.

EXHIBIT NO. 2. (83/

KNOW ALL MEN BY THESE PRESENTS, That Moses P. Hatch, of the town and county of Oswego and state of New York, by T. S. Morgan, his attorney, of the same place, of the first part, in consideration of the sum of ten thousand dollars, lawful money of the United States, to him in hand paid by Albert McNulty, of the city and state of New York, of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part, a certain indenture of mortgage, bearing date the twenty-seventh day of January, one thousand eight hundred and thirty-seven, made by Daniel A. Baldwin, to secure the sum of eleven thousand two hundred and fifty dollars, on the following property, to wit: That certain parcel of land, being fifty-one acres, undivided, of a certain farm situate and lying in the town of Scriba, in the county of Oswego, known as Lot No. four (4) in Hamilton Gore, in the seventeenth (17) township of Scriba's patent, excepting thereout so much thereof as lies west of the middle of the road leading from the village of Oswego to Fulton, being 41 acres undivided of the whole of said farm; also all that certain other piece of land situate in the village of West Oswego, known as Lot No. 9, of subdivision of Lots No. 1, 2, 12, 14, 19, 20, 21, 22, 33, 34, being part of Military lot No. 6, agreeable to a map on file in the clerk's office of the county of Oswego, made by T. T. Rowe. Together with the bond or obligation therein described, and the money due and to grow due thereon, with the interest. To have and to hold the same unto the said party of the second part, his executors, administrators and assigns forever, subject only to the proviso in said indenture of mortgage mentioned. And do hereby make, constitute and appoint the said party of



the second part my true and lawful attorney, irrevocable, in my name or otherwise, but at his proper costs and charges, to have, use and take all lawful ways and means for the recovery of all the said money and interest, and in case of payment, to discharge the same as fully as I might or could do if these presents were not made. *In Witness Whereof*, have hereunto set my hand and seal the twentieth day of December, one thousand eight hundred and thirty-nine.

Sealed and delivered }  
in the presence of }  
WM. H. DENNING.  
M. P. HATCH, [L. s.]  
By T. S. Morgan, his Attorney.

For and in consideration of one dollar to me in hand paid by Albert McNulty, the receipt whereof is hereby confessed, I have sold, assigned and transferred, and hereby do sell, assign and transfer to said McNulty, his heirs and assigns forever, the mortgage and bond described in the within assignment, made by Daniel A. Baldwin to me, Moses P. Hatch, and bearing date January 27, 1837, and all my right, title and interest in and to the same, and authorize him, his heirs and assigns, to collect the same. I hereby recognize, adopt and approve of the within assignment, which was made by my authority, in writing and consent, for a valuable consideration, and said Theophilus S. Morgan was fully authorized by me to make, execute and deliver the said assignment for me and in my name, to said Albert McNulty, as my attorney, and for the uses and purposes therein mentioned.

Witness, my hand and seal this 29th day of July, A. D. 1852.

M. P. HATCH. [L. s.]

In presence of

Duly acknowledged by Hatch, December 3rd, 1852, before

W. F. ALLEN.

Recorded August 15, 1855, Book 39 of Mortgages, page 139.

EXHIBIT NO. 3.

(841)

THIS INDENTURE, Made the twentieth day of September in the year one thousand eight hundred and fifty-five, between John B. Borst and Elizabeth his wife, of the City and State of New York, of the first part and H. Hollis Hunnewell, of the City of Boston in the Commonwealth of Massachusetts, of the second part, witnesseth, that the said parties of the first part for and in consideration of the sum of One Thousand Dol-



lars lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensealing or delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain piece of land situate in the city of Oswego, formerly town of Scriba, known as a part of Lot No. 4 in the seventeenth township of Scriba's patent, being 41 acres undivided of that part of said lot, lying east of the centre of the highway leading from Oswego to Fulton, to hold said 41 acres hereby conveyed undivided as tenant in common with the other persons owning interest in that part of said lot 4, east of the road, the whole of said farm containing about 123 acres, the interest hereby intended to be conveyed being the same conveyed by Thomas Beekman and W. to Daniel A. Baldwin, by deed dated January 27th, 1837, and supposed to be an undivided one-third of the Parsons farm, so called, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, dower, right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of, in or to the above described premises and every part and parcel thereof, with the appurtenances, to have and to hold all and singular the above mentioned and described premises, together with all the appurtenances unto the said party of the second part, his heirs and assigns forever. And the said John B. Borst, for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said party of the second part, his heirs and assigns, that he has not done, made, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are or at any time hereafter shall or may be impeached, charged or encumbered in any manner or way whatsoever.

*In witness whereof*, The said party of the first part have hereunto set their hands and seals the day and year first above written.

JOHN B. BORST. [L. s.]  
ELIZABETH BORST. [L. s.]

Scaled and delivered }  
in the presence of }  
T. F. CORNELL.

Duly acknowledged on the 22nd day of September, 1855, before  
N. C. EVERELL, *Com. of Deeds.*

Recorded January 10th, 1857, Book 75 of Deeds, page 16.



EXHIBIT NO. 4. (85)

THIS INDENTURE, Made the ninth day of May, in the year of our Lord one thousand eight hundred and fifty-six, between Jules Etienne Sou-  
chard and Charlotte Souchard, (late Charlotte Smith,) his wife, of the  
city of Boston, in the state of Massachusetts, of the first part, and  
Frederick T. Carrington, of the city of Oswego, in the county of Oswe-  
go, and state of New York, of the second part, *Witnesseth*, that the  
said parties of the first part, in consideration of the sum of one dollar,  
lawful money of the United States of America, to them in hand paid by  
the said party of the second part, the receipt whereof is hereby con-  
fessed and acknowledged, have bargained, sold, remised and quit claim-  
ed, and by these presents do bargain, sell, remise and quit claim unto the  
said party of the second part, and to his heirs and assigns forever, all  
that certain piece or parcel of land situate, lying and being in the fourth  
ward of the city of Oswego, in the state of New York, (formerly town  
of Scriba,) known and described as forty-one (41) acres undivided of  
that part of Lot No. 4 (4) in Hamilton Gore, in the seventeenth (17)  
township of Scriba's patent, which lies east of the highway leading from  
the city (formerly the village) of Oswego to Fulton, that being forty-one  
acres undivided, as tenant in common of what is called the Parsons  
farm. Together with all and singular the hereditaments and appurte-  
nances thereto belonging, or in anywise appertaining, and the reversion  
and reversions, remainder and remainders, rents, issues and profits there-  
of, and all the estate, right, title, interest, claim and demand whatsoever  
of the said parties of the first part, either in law or equity, of, in and  
to the above bargained premises, with the said hereditaments and ap-  
purtenances. To have and to hold the said premises above described,  
with the appurtenances, to the said party of the second part, his heirs  
and assigns, to the sole and only proper benefit and behoof of the said  
party of the second part, his heirs and assigns forever. *In witness  
whereof*, the parties of the first part have hereto set their hands and  
seals the day and year first above written.

J. E. SOUCHARD. [L. S.]  
C. SOUCHARD. [L. S.]

Sealed and delivered }  
in presence of }  
WILLIAM FLAGG.

Duly acknowledged on the 28th day of July, A. D. 1856.

Recorded January 10th, 1857, in Book 75 of Deeds, page 15.



*The Deposition of PHINEAS C. WRIGHT, a witness produced, sworn and examined on the part of the defendants, William B. Ogden et al., at the office of H. R. Reeder, a commissioner, in the city of Keokuk, taken on the 14th day of January, A. D. one thousand eight hundred and fifty-eight.*

*1st Int.* What is your age, occupation or profession, and residence, and how long have you there resided?

*Ans.* I am forty years of age. I am by profession an attorney and counselor at law. My residence is in New Orleans, in the State of Louisiana. I have resided there since 1846.

*2nd Int.* Do you know the parties, complainant and defendants, in this suit, and if yea, how long have known them, and which of them?

*Ans.* I do not know the complainant. I know neither of the defendants except Mahlon D. Ogden, and him I have met but on one occasion several years since.

*3rd Int.* Do you know Daniel A. Baldwin, Geo. M. Chapman and Albert McNulty, or either and which of them? and if yea, how long have you known them respectively? Did you know Marvin McNulty in his lifetime, and if yea, how long did you know him?

*Ans.* I know Daniel A. Baldwin well. I first knew him at Oswego, in the State of New York, either in the winter of 1835-6, or 1836-7, as nearly as I can recollect, while I was a student of law in the office of Brewster & Hunt, then a law firm in that city. I know Geo. M. Chapman but little, having seen him often, and was once introduced to him at the office of Peter Clark, Esq., in the city of New York, in the year 1844. I have never seen him since then. I have seen Albert McNulty but once to my recollection. I knew Marvin McNulty in his lifetime as one of the firm of McNulty & Chapman, formerly merchants in the city of New York. I knew him slightly.

*4th Int.* Were you at any time, and when, a partner of, or engaged in the office of Joseph Hunt, Esq., of Oswego, in the State of New York? And if yea, how long and up to what time did you remain a partner of said Hunt, or engaged in his office? And if you say that you remained



a partner of said Hunt or engaged in his office up to the time of said Hunt's death, state when he died and who continued or took charge of the professional business of said Hunt, and for how long?

*Ans.* I was a law partner of Joseph Hunt, Esq., late of Oswego, deceased, from the month of October, 1838, until his death, which occurred, as I best remember, in the month of November, 1839. I had at that time been admitted to practice only in the Court of Common Pleas and General Sessions in and for the county of Oswego, yet I shared in all the legal business of Mr. Hunt, as his law partner. At the term of the Supreme Court of New York, in January, 1840, I was admitted to the bar, and was charged with all the unfinished business of Mr. Hunt, and also administered upon his estate, he having died intestate. I continued in the charge and conduct of the unfinished business of Mr. Hunt until the termination of such of the suits as were there determined, and in all cases down to the summer of 1844, when I left Oswego and went to the city of New York, where I remained until the month of November, 1844, at which time I left New York for the Southern States, and finally fixed my residence in the city of New Orleans in the early part of the year 1846.

*5th Int.* Do you know of a bond executed by Daniel A. Baldwin to Moses P. Hatch, in the penal sum of forty-five thousand dollars, dated January 27, 1837, conditioned for the payment of \$22,500, in four equal annual installments, with annual interest at seven per cent. per annum, and of a mortgage of the same date, executed by Daniel A. Baldwin and wife to Moses P. Hatch, upon lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in block 92, in Parsons subdivision of said block, in the school section addition to the town of Chicago, and lots numbered 5 and 6, in block 141, in the subdivision of section 16, township 39 north, of range 14 east, to secure the payment of said sums of money mentioned in the conditions of said bond, or of either, and which of them?

*Ans.* I do know of the bond and mortgage referred to in the foregoing interrogatory. The bond was in the handwriting of John S. Randall, at that time a fellow student with me in the office of Brewster & Hunt.

*6th Int.* Do you know the consideration of said bond and mortgage, or of any arrangement by which the same were given to secure the performance of any and what other agreement? If yea, state fully all the particulars relative to the same.

*Ans.* I do know the consideration of the bond and mortgage referred to in the preceding interrogatory. Daniel A. Baldwin purchased from Moses P. Hatch, the obligee in said bond, a valuable property in the city of Oswego, known as the "Oswego Hotel," according to the best of



my recollection and belief. The purchase price of said property was fifty thousand dollars. The bond referred to was for a part of such purchase price. At the date of the transaction referred to in the foregoing interrogatory, I was principal clerk of Brewster & Hunt and was familiar with all their business, and generally conducted the same in the office. Moses P. Hatch was their client, and I was perfectly informed at the time in regard to his relations and transactions with Daniel A. Baldwin, especially touching the Oswego hotel purchase. Baldwin had become deeply embarrassed and the property alluded to had fallen in value in market, much below the price he had agreed to pay for the same. Frequent conversations had taken place in my presence in the office of Brewster & Hunt between Baldwin and Hatch in relation to the indebtedness of the former to the latter, arising from the Hotel purchase. My best recollection is that Baldwin was to make over to Hatch the property in Illinois by a good title, whereupon Hatch was to return to Baldwin the Illinois mortgage, and a mortgage upon certain property in Scriba, Oswego county, New York, on final settlement of the hotel debt, which were done, and the debt was satisfied. There is now before me an original paper, in my own handwriting, being a power of attorney, executed by Moses P. Hatch to Theophilus S. Morgan, then of Oswego, late deceased, bearing date the 9th day of December, 1837, which serves to refresh and sustain my recollection touching the transactions about which I am interrogated.

*7th Int.* Did said Moses P. Hatch recover a judgment against said Daniel A. Baldwin, in the supreme court of the State of New York, on or about the 2nd day of July, 1838, in the county of Oneida, for the sum of \$45,026.91, damages and costs, or for any other and what sum or sums in damages and costs? If yea, on account of what indebtedness was the said judgment rendered, and who was said Hatch's attorney or attorneys in the prosecution of said suit and the recovery of said judgment?

*Ans.* I remember having brought suit in favor of Moses P. Hatch, against Daniel A. Baldwin, upon the bond, for twenty-two thousand five hundred dollars, in the penal sum of forty-five thousand dollars, and that judgment was obtained in said suit for the amount of such penalty with costs of suit. Joseph Hunt was the attorney for said Hatch in the said suit. I cannot speak with certainty with regard to the dates given in the preceding interrogatory, but from my best recollection, I have no reason to question the accuracy of them.

*8th Int.* Do you know of a mortgage from Daniel A. Baldwin and wife, to Moses P. Hatch, dated January 27, 1837, upon the following



property, to wit: Lots number 5 and 6, in Block 141, being part and parcel of section 16, town 39 north, of range (14) east; also all the following described lots or pieces of land situated in the county of Cook, and State of Illinois as aforesaid, viz.: lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in block 92, in Parsons Subdivision, in the school section addition to the town of Chicago, State and county aforesaid? and if yea, is the certified copy of the same now shown you, the copy of the one you refer to, and do you know the consideration of the same, or of any arrangement by which the same was given to secure the performance of any other, and what agreement? If yea, state fully all the particulars relative to the same.

*Ans.* I do know of the mortgage referred to in the preceding interrogatory, and have answered this interrogatory substantially in my answers to the fifth and sixth interrogatories. I have no copy in my possession to annex to my deposition.

*9th Int.* Did you, as solicitor for said Hatch, commence a suit in chancery, on the 26th day of October, 1839, before the Vice Chancellor of the 5th Judicial Circuit of the State of New York, for the foreclosure of said last mentioned mortgage, in favor of said Hatch, and against said Baldwin et al. And did such suit proceed to a decree for a foreclosure and sale of the premises covered by said mortgage? And was any sale ever made under said decree, and if not, why not?

*Ans.* I did not.

*10th Int.* Do you know whether said last mentioned decree was ever satisfied or discharged, or in any way waived or abandoned? If yea, state particularly in what manner, when and by whom, and for what reason.

*Ans.* No such decree was ever obtained, nor was such a thing possible, as the mortgage referred to was given upon property in Illinois.

*11th Int.* Did you ever have any conversation with Daniel A. Baldwin, George M. Chapman, Marvin McNulty and Albert McNulty, or either of them, and which of them, relative to the discharge of the said mortgage or either of them, or concerning any agreement, the performance of which was secured thereby? If yea, state when such conversation or conversations took place, and when, and what was said by said persons, and by each of them.

*Ans.* I did have conversations on more than one occasion with Daniel A. Baldwin, upon the subject referred to in the foregoing interrogatory, but never with either of the other persons therein named. The conversations were on several occasions at my office, at Oswego, and lastly, in the city of New York, in the summer of 1844. The date of the



former occasions to which I refer were about the date of the power of attorney, of which I have already spoken, or prior thereto. On the latter occasions, Daniel A. Baldwin called upon me in the city of New York, during the spring and summer of 1844, and desired me to refresh my recollection of the whole matter of his affairs with Hatch, and to call with him upon Charles C. King, late deceased, at that time attorney at law in New York, whom he (Baldwin) represented to me to be the attorney or counsel of Wells & Co., of Paris, Bankers, with whom he (Baldwin) had or was desirous to have some transactions. I accordingly called with Mr. Baldwin to see Mr. King, at his office in Wall street. I had several interviews with Mr. King at which Baldwin was present, and and others when he was not. I have been furnished with a note of mine addressed to Mr. King, which I annex hereto, dated New York, April 16, 1844. I gave to Mr. King all the information he desired as I can best recollect. My best remembrance is that Baldwin attempted to maintain that the decree in my note mentioned was still in force and unsatisfied, but my memory is quite distinct that Hatch, at the time of which I am now speaking, had no interest whatsoever in the decree. Baldwin claimed to be either the owner of it, or to have the right to dispose of the same. I have marked the note referred to, Exhibit A, and signed the same. Mr. King informed me, in the course of my interview with him, that he was the counsel of Wells in the transactions about which he inquired of me.

p 301

12th Int. Do you know of a power of attorney, made by Moses P. Hatch to Theophilus S. Morgan, and is the paper now shown you, (a copy whereof is attached to your deposition) the original power of attorney? and did you witness the execution of the same? and are you the subscribing witness thereto?

Ans. I know of the power of attorney referred to, and the paper now shown to me is the same original, and the copy is attached. I witnessed the execution of the same and the body of the instrument is my own handwriting. I have marked such copy Exhibit B, and have signed the same.

p. 164

13th Int. Do you know of a satisfaction piece having been filed, or procured from Moses P. Hatch to be filed, acknowledging satisfaction of the judgment, obtained by said Hatch against Daniel A. Baldwin, rendered against him by the supreme court of the State of New York, on the bond first above mentioned? or upon any, and what indebtedness? If yea, state all you know about the same.

Ans. I cannot say positively as to the filing of a satisfaction piece referred to in the preceding interrogatory, but I distinctly remember that as far as Hatch was concerned, the decree and judgment of which I have made mention in answers to preceding interrogatories, were both satisfied.



14th *Int.* Do you know of any other matter or thing material, or which will be of any advantage to the said defendants, Wm. B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, on the trial of this cause? If yea, declare the same fully.

*Ans.* In answer to this interrogatory, I have to say that I presume the mortgage mentioned in interrogatory eighth is by error mentioned therein; the inquiry was meant, doubtless, to be made in reference to the "Hamilton Gore, in the town of Scriba, and other parcels of land or village lots, in the village of West Oswego," which are mentioned in the power of attorney from Hatch to Morgan. If I am correct in this supposition, I answer that I have no copy of such mortgage before me, or in my possession, and that I have no description of it, except as mentioned in the said power of attorney. The consideration of the mortgage in its inception I know nothing of, as I now remember, but as I remember, the mortgage, as far as Hatch is concerned, was satisfied by the act of Theophilus S. Morgan by virtue of the power of attorney executed to him by Hatch before alluded to. I can give no other reason why the sale under the decree was postponed and finally stopped, than that the original design and purpose of the mortgage had been accomplished, and further saith not.

P. C. WRIGHT.

*Cross-Interrogatories propounded to PHINEAS C. WRIGHT.*

1st *Cross-Int.* If in reply to the eighth direct interrogatory you state that you know the consideration of the bond and mortgage therein referred to, or of any arrangement to secure the performance of the agreement therein referred to, state whether such arrangement or agreement, or both, were in writing?

*Ans.* I do not know whether or not the arrangement or agreement referred to was in writing. I never saw any writing of that purport or effect.

2nd *Cross-Int.* If in answer to the eighth direct interrogatory you state that you know the consideration of the mortgage therein mentioned, or any arrangement by which the same was given to secure the performance of any agreement, state whether such agreement or arrangement, or both, were in writing?

*Ans.* I know of no such arrangement or agreement in writing.

3rd *Cross-Int.* If you state in reply to the eleventh direct interrogatory that you ever had any conversation with Daniel A. Baldwin, George M. Chapman, of the firm of McNulty & Chapman of New York, Albert McNulty, and Marvin McNulty, or either of them, relative to the discharge of said mortgage, therein referred to, or either of them, or in ref-



erence to the agreement mentioned in said interrogatory, state when and where each conversation was held, with which of the foregoing persons, and who was present at each conversation. Do you know said persons, or either of them, and which of them, and when did you make their acquaintance?

*Ans.* I have already answered the inquiries in this cross-interrogatory in my answer to the eleventh direct interrogatory. I have never had any conversation with either of the parties inquired of in the above cross-interrogatories upon the subject therein mentioned, except with Daniel A. Baldwin.

*4th Cross-Int.* If you state in answer to the fourth direct interrogatory that you were a partner of Joseph Hunt, state the month and year when your partnership commenced, and when it ended; and if in reply to said interrogatory, you state that you were engaged in said office previous to said partnership, state when you first entered said office, and what were your duties about the time said bond and mortgage were made, and state all that you did in reference to said bond and mortgage?

*Ans.* I have already answered as to the matter inquired of in this cross-interrogatory in my answer to the fourth direct interrogatory, and also in my answer to the sixth direct interrogatory.

P. C. WRIGHT.

*Exhibit (86)* New York, April 16, 1844.  
C. C. KING, Esq.,  
Dear Sir:

On referring to my register, I find no entries in the suit of *Hatch v. Baldwin*, except the obtaining order of reference, and afterwards, on the 17th October, 1840, I obtained a decree and gave copy to R. H. Martin, at that time master in chancery, for the purpose of selling the mortgaged premises.

The suit was commenced by myself and Mr. Hunt, before Mr. H.'s death, and while we were partners.

The register of Hunt & Wright I have not with me. I have called to mind several circumstances relating to this business, and can give you more full information respecting it at any time you desire. I can give you all the facts connected with the whole transaction, Mr. Baldwin having stated to me several which had escaped my recollection.

I am, with respect,

Yours, &c., P. C. WRIGHT.

Exhibit A, referred to in answer to the eleventh interrogatory.

P. C. WRIGHT.

On back of letter:

Charles C. King, Esq.,  
Counsellor, 12 Wall Street,  
New York.

April 17, 1844.



*The Deposition of JOHN S. BULKLEY, taken at the office of Sylvester Larned, a Commissioner, in the city of Detroit, on the nineteenth day of January, A. D. one thousand eight hundred and fifty-eight, on the part of the defendants, William B. Ogden et al.*

*1st Int.* Where do you reside, and what is your occupation?

*Ans.* I reside in the city of Detroit, and am employed in the Payne county register's office.

*2nd Int.* Did you know Charles C. King, Esq., of the city of New York, in his lifetime? If yea, what was his occupation or profession, and when did he die? How long did you know him? Were you ever in his employ, and if yea, in what capacity and how long?

*Ans.* I knew Charles C. King in his lifetime. His occupation was a lawyer. He died in 1850. I knew him for twenty years. I was in his employ ten years, as clerk and assistant.

*3rd Int.* Did you ever see the said Charles C. King write, and are you acquainted with his handwriting? State fully your means of knowledge as to the handwriting of said King.

*Ans.* I have seen said Charles C. King write, and am well acquainted with his handwriting? I have been long familiar with it, and cannot be mistaken. I have had ample means of knowing his writing from constant intercourse with said King for years.

*4th Int.* Look upon the papers now shown you, to be marked by the commissioner taking your deposition, and copies whereof are to be attached thereto; and state whether the said papers or any and what part thereof are in the handwriting of the said King, and whether the same were made by the said King in the usual course of his business and at the time the transactions to which they refer took place. State fully any facts or circumstances relative to said papers or any of them, or any memorandum thereon or relative to the transactions to which they refer which may be within your knowledge or recollection?

*Ans.* I have now looked on papers marked by commissioner severally 1, 2, 3, 4, 5, 6 and 7, and that of the six first exhibits. All but one are in King's handwriting, or rather I have seen the originals and compared them with these copies, and these copies are true, and the originals, except one, were in King's handwriting, and they were made by said King in usual course of business.



*Ans. continued.* Answer to 4th interrogatory is objected to by E. C. Walker, who appears as complainant's counsel, as not being in accordance with the interrogatory, the exhibits furnished and offered by the commissioner being copies of said papers and not the original.

Exhibit No. 1 is shown. This is a true copy of the original, which is in the handwriting of Charles C. King, the original of which I delivered to one Thayer, to whom it was addressed while I was in the employ of said King.

Exhibit No. 2 is also a true copy of the original in King's handwriting, to Ebenezer Thayer, which I also delivered to said Thayer.

Exhibit No. 3 is a true copy of a memorandum which is in the handwriting of said King.

Exhibit No. 4 is an agreement (or copy and true copy) of the original letter of one G. K. Osborn, of which I know nothing, but all writing below name of Osborn is in handwriting of said King.

Exhibit No. 5 is a true copy of an original receipt in the handwriting of Charles C. King.

Exhibit No. 6 is a true copy of a satisfaction of judgment, acknowledged by Elisha Townsend, before me, John S. Bulkley, as Commissioner of Deeds, 1 p., February 5, 1842. These letters above referred to were made by said King, in the usual course of his business, and at the time the transactions to which they refer took place. I have no further recollection in regard to them.

*5th Int.* If, either in the body of the papers mentioned in the foregoing interrogatory, or upon any other part thereof, there is any other handwriting than that of said Charles C. King, state in whose handwriting the same is, and every part thereof, and your means of knowledge relative to the same.

The exception in 4th answer referred to is as to exhibit No. 4. The body of said letter I am not acquainted with; the balance over the said King's name is in King's handwriting.

*Ans.* Is answered as to Mr. Osborn's letter. All the rest, except the Osborn letter and the satisfaction of judgment, are in handwriting of said King.

*6th Int.* Did you, at the time the transactions referred to in said papers took place, or at any other and what time, hear or know of any written or verbal declarations made by said King or George W. Chapman, Daniel A. Baldwin, Albert McNulty or Azor S. Marvin, relative to said transactions or any of them? And if yea, state when, where and under what circumstances, and in what manner said declarations were made, and by whom?

p 305

p 305

p 306

p 435

p 307

p 435



*Ans.* I have no recollection of any conversations of the kind. I have no recollection of any conversations between any of these parties.

*7th Int.* Do you know of any other matter or thing which will be of any benefit or advantage to the said defendants, William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, or either of them? If yea, set forth the same fully and at large according to the best of your knowledge, remembrance, information and belief, together with your reasons therefor.

*Ans.* I have heard, between Mr. Thayer and Mr. King, and Francis Boygnette, the property spoken of as the Chicago property, and belonging to Wells & Co., of Paris, and the title vested in and deed given to Ebenezer Thayer merely for convenience, he acting as the agent of Wells & Co., and Wells & Co. held large amounts of property taken for debts, and deeds were made to Thayer as agent.

*p 185*  
The Chicago property above mentioned, is the subject matter of this suit. Exhibit No. seven is (a copy of a deed and true copy compared with original deed) made by Daniel A. Baldwin to Ebenezer Thayer, dated February 23, 1842. It was executed in my presence, and the acknowledgment taken of said Baldwin by me as commissioner of deeds. It was acknowledged to be the free act and deed of said Baldwin, in ordinary course of business. I supposed the property was absolutely conveyed by Baldwin to Thayer, from having been often spoken of by said King as the Chicago property.

JOHN S. BULKLEY.

*Cross-Interrogatories to be proposed to JOHN S. BULKLEY, on behalf of the complainant, Eunice Chapman.*

*1st Cross-Int.* If in reply to the second direct interrogatory you say that you were in the employ of Charles C. King, state when you entered his employ and when you left him.

*Ans.* I entered his (King's) employ about 1837 or 38, and continued in his employ 10 years, leaving it about 1848.

*2nd Cross-Int.* If in reply to the sixth direct interrogatory you say that any written or verbal declarations were made by C. C. King, George M. Chapman, Albert McNulty, Daniel A. Baldwin or Azor S. Marvin, or either of them, relative to the transactions referred to in said interrogatory, state whether they, or any of them, and which of them were written, and who made each declaration. Give the names of all the persons present at the declaration, and the time and place when



and where each declaration was made. Did you know either of said persons by sight, except as they were pointed out to you by the said King? If you knew them, how many times have you seen them before to your knowledge? Were you not a commissioner of deeds at that time, and did you not hear said declarations while you were taking the acknowledgments of deeds in the usual course of business? How many or about how many deeds did you then acknowledge per day?

Ans. Having stated that I had no such conversations in my answer to the 6th direct interrogatory, I have nothing further to reply to said question.

JOHN S. BULKLEY.

---

EXHIBIT NO. 1.

(87)  
March 30, 1842.

DEAR SIR:

At what price will you be willing to sell the Hunnewell judgment? I mean the one he bought in favor of the Bank of Indiana. I fear the arrangement will not be carried out and will result in our selling out. If you pass here this morning, let me see you.

Yours, &c.,

CHARLES C. KING.

The words "Ebenezer Thayer, Esq., 26 Beaver St.," are written on the outside of this letter, in King's handwriting, by way of addressing the same.

---

EXHIBIT NO. 2.

(88)

DEAR SIR:—To carry the arrangement into effect I shall want to-morrow morning, at 10 o'clock, your check for \$566, to pay

For tax title, - - - - -	\$216 00
For judgment, - - - - -	200 00
For costs of ch. suit, - - - - -	150 00
	<hr/>
	\$566 00

This will settle the Hunnewell suit and give you a deed of the Chicago property, and unless Baldwin pays \$1,150, and interest and taxes,



*Filed in Ebenezer Thayer's handwriting  
"C. C. King  
" as to Ebenezer's property  
" March 4/42 "  
See Thayer's deposition p. 954 Feb. 26.*

&c., in 18 months, you will hold it. If he pays them, you get all your payments in the suit, &c., repaid, and get \$500 for the judgment, on which there is about \$1,000 due, and which I do not believe is worth one dollar.

Yours,  
CHA'S C. KING.

This letter is directed on the outside as follows: "Ebenezer Thayer, Esq., 26 Beaver St."

EXHIBIT NO. 3. *(89)*

To pay for deed, - - - - -	\$216
On account of N. & T. judgment, - - - - -	200
On account of defendant's costs, - - - - -	50
On account of plaintiff's costs, - - - - -	175
	<hr/>
	\$641

To agree to sell in 18 months for \$1,150, and interest, taxes, etc.

The foregoing memorandum is <sup>*enclosed*</sup> enclosed in the handwriting of Chas. C. King, as follows:—

"Mem. of agree't  
with E. Thayer."

EXHIBIT NO. 4. *(90)*

*Printed post 435*

H. HOLLIS HUNNEWELL  
vs.  
ALBERT McNULTY et al. } *In Chancery.*

I consent that an order be entered dismissing the bill in this cause, without costs.

5th March, 1842.

G. K. OSBORN,  
*Solr. for Trask & Marvin.*

The order to dismiss bill not to be entered until the judgment in favor of the State Bank of Indiana, mentioned in the bill, is cancelled.

March 5, 1842.

CHAS. C. KING.



EXHIBIT NO. 5.

H. HOLLIS HUNNEWELL

*vs.*

*In Chancery.*

McNULTY and CHAPMAN *et al.*

Received from Mr. Thayer, to compromise the suit, as follows:

75 Dollars to pay White's bill and Examiner's bill of Compts.  
witnesses.

100 Dollars to pay the other costs and fees of Compl.

216 Dollars to pay John P. Marvin for deed of Chicago property.

250 Dollars to pay Nevins and Townsend in satisfaction of the judgment held by them, and affecting the settlement.

\$566

75

\$641      In all, 641 dollars.

*New York, March 31, 1842.*

CHAS. C. KING.

The papers, deeds, etc., are in my hands to be sent to Chicago.

## EXHIBIT NO. 6.

Superior Court of the City of New York:

ELISHA TOWNSEND/*et al.*

*vs.*

*Satisfaction of February term,  
One thousand eight hundred  
and forty-two.*

MARVIN McNULTY, GEO. M. CHAPMAN,  
ALANSON TRASK and AZOR S. MARVIN.

*City and County of New York, ss.*

Satisfaction is acknowledged between Elisha Townsend, Russel H. Nevins and David H. Nevins, plaintiffs, and Marvin McNulty, George M. Chapman, Alanson Trask and Azor S. Marvin, defendants, of a plea of trespass in the case on promises, for nine hundred thirty-six dollars and twenty-one cents, damages and costs. Judgment docketed the tenth day of October, one thousand eight hundred and forty.

ELISHA TOWNSEND.

Acknowledged before me the fifth day of February, 184 , by the said Elisha Townsend, one of the plaintiffs in the above cause, to me known.

JOHN S. BULKLEY,  
*Comr. of Deeds.*



C. BECKWITH'S AFFIDAVIT.

EUNICE CHAPMAN  
vs.  
WILLIAM B. OGDEN,  
MAHLON D. OGDEN,  
EDWIN H. SHELDON *et al.* } *Cook County Court of Common Pleas.*

*Not in Evidence*

I, C. Beckwith, of Chicago, testify and say that I am the solicitor of the defendants, Ogden and Sheldon, in the above entitled cause, and as such solicitor have, with F. H. Kales, Esq., had the entire charge of the preparation and management of said cause on the part of said defendants. I further say that in relation to all the matters hereinafter mentioned I have more full and accurate information than the defendants themselves, the said defendants having derived their information from me, and from the papers on file in said cause. I further say that the complainant claims in and by her bill, title to a mortgage and bond therein described for \$22,500, upon certain property in Chicago, dated January 27, 1837, and executed by Daniel A. Baldwin and wife, to Moses P. Hatch. The complainant claims to deduce her title to said bond and mortgage as follows, viz.: 1st, by an assignment of the same from Moses P. Hatch to Albert McNulty, dated December 20, 1839, which is an absolute assignment on its face, but the consideration for which she alleges was paid by the firm of McNulty & Chapman, consisting of Marvin McNulty and George M. Chapman. It is claimed by the complainant that McNulty & Chapman bought the bond and mortgage of Hatch, and paid him therefor in lands in Will county, in this State, which lands it is claimed belonged to McNulty & Chapman, by reason of their having furnished the money to buy the same. It is claimed by the complainant that the said McNulty & Chapman furnished the money to buy said lands by cash drawn from bank in New York and by cash obtained from a discount of Albert McNulty's note, dated May 6, 1839, for \$1,521.75 which was payable to and endorsed by McNulty & Chapman, and was also endorsed by Trask & Marvin. The claimant thereby claims to deduce a resulting trust in favor of McNulty & Chapman. The claimant then sets up an assignment from Marvin McNulty to George M. Chapman, dated January 16, 1840, of all of McNulty's property, and an assignment from George M. Chapman to Daniel French, dated March 24, 1840, of all of



*Deposition of JARED W. GRAVES.*

*1st Int.* Do you know the parties, complainant and defendants, to this suit, or either and which of them? If yea, how long have you known them respectively?

*Ans.* I do not know any of the parties to this action.

*2nd Int.* Do you know George M. Chapman, of the city of New York or Brooklyn, Daniel A. Baldwin and Abraham Underhill, of the city of New York, or either and which of them? If yea, how long have you known them respectively?

*Ans.* I know Daniel A. Baldwin, of the city of New York. I do not know George M. Chapman or Abraham Underhill. I have known Daniel A. Baldwin over 20 (twenty) years.

*3rd Int.* Did you ever, at any time and when, make any agreement with Eunice Chapman, relative to lots Nos. 5 and 6, in block No. 141, being part and parcel of section 16, in township 39 north, of range 14 east, and lots 1 to 12 inclusive, in block 92, in Pearson's subdivision of school section addition to Chicago, all of said lots being situated in the city of Chicago and State of Illinois, or relative to any other and what lots or lands in said city of Chicago? If yea, state whether such agreement was in writing, and if you say that you made, or there was made with you, such an agreement, and that the same was in writing, will you produce such agreement before the commissioner taking your deposition, and state by whom the same was executed, and your means of knowledge, and annex the same or a copy thereof, to your deposition?

*Ans.* I never made any agreement whatever with Eunice Chapman, in relation to the lots specified in this third interrogatory, or in relation to any other lots in the city of Chicago or elsewhere. I never made any agreement of any kind with Eunice Chapman, and never saw the lady to my knowledge, nor was any agreement ever made with me by her.

*4th Int.* If in your answer to the third interrogatory you state that there was and is such agreement as is therein inquired after, will you state whether such agreement or any other and what agreement, was



ever at any time, and when, made with Eunice Chapman and George M. Chapman, or either and which of them, relative to the lands or lots mentioned in said third interrogatory or any other, and what lands or lots, for your own benefit or advantage? And if you say that neither the agreement inquired after, nor any other agreement was made for your own benefit or advantage, will you state whether such agreement or any other and what agreement was made in your name relative to said lands, for the use and benefit of any other and what person? Declare fully your knowledge, remembrance and belief relative to the matters herein inquired after.

*Ans.* I never made any agreement with George M. Chapman and Eunice Chapman, or either of them, in relation to any of the matters referred to in the present and preceding interrogatories, and have no knowledge of any such transactions as are therein inquired about.

*5th Int.* Were you present at the making of any agreement inquired after in the third and fourth interrogatories? If yea, state where the same was made, and if you were not present, state when said agreement first came to your knowledge, and under what circumstances, and all you may know relative to the same.

*Ans.* I was not present at the making of any agreement inquired after in the third and fourth interrogatories, nor have I any knowledge of any such agreement.

*6th Int.* Do you know any other matter or thing material or necessary, or which will be of benefit or advantage to the said defendants, William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon or either of them, on the trial of this cause? If yea, declare fully such knowledge or information, and the source from whence you derive the same, and state the same as fully and particularly as if specially interrogated relative thereto.

*Ans.* About the 5th day of September, 1857, I was under the necessity of making an assignment of my property and effects for the benefit of my creditors. A few days previous to that, Mr. Daniel A. Baldwin, of this city, called on me with a quit claim deed of some property in Chicago. I have a minute of it. It was the undivided half of lots 5 and 6, in block 141, also block No. 92, in Pearson's subdivision, in school section addition to Chicago. Mr. Baldwin came to me with that deed, which he wished me to execute. It was not a deed to him, but to some other person. I supposed the property was his. It was his as far as I knew. I had no interest in the property, then or before, or since. I executed the deed, acknowledged it, and delivered it to Mr. Baldwin, and this is all I know about the matters inquired of in these interroga-



tories, except, as I may add, Mr. Baldwin wished me to execute the deed referred to, in consequence of my embarrassed circumstances. It is possible, but I have no recollection of it, that Mr. Baldwin may have mentioned to me that the property stood in my name, some short time previous to the execution of the said deed by me.

JARED W. GRAVES.

Subscribed and sworn before  
me, this first day of Feb-  
ruary, 1858. }

F. F. MARBURY, *Commissioner.*

*Cook County Common Pleas:*

EUNICE CHAPMAN  
vs.  
WM. B. OGDEN *et al.* }

I certify that the foregoing are true copies of the interrogatories by me administered to Jared W. Graves, under and by virtue of a commission issued out of the Court of Common Pleas, in the county of Cook and State of Illinois, and of the answers of said Graves, this day given to said interrogatories.

F. F. MARBURY,  
*Commissioner.*



*The Deposition of DANIEL A. BALDWIN, a witness, produced, sworn and examined on the part of the defendants, in a certain cause now pending wherein one Eunice Chapman is complainant, and Wm. B. Ogden, Mahlon D. Ogden and Edwin H. Ogden et al. are defendants. Taken before F. F. Marbury, a commissioner, in the city, county and State of New York, on the second day of February, A. D. one thousand eight hundred and fifty-eight.*

*1st Int.* Do you know Geo. M. Chapman, of New York or Brooklyn, and Abraham Underhill of New York, or either, and which of them, and if yea, how long have you known them respectively? Declare fully your knowledge relative to said persons.

*Ans.* I do know Geo. M. Chapman and Abraham Underhill, of the city of New York. I have known Mr. Chapman since 1837 or 1838. I have known Mr. Underhill for some years. I cannot say when my acquaintance with him commenced.

*2nd Int.* Have you heretofore given your deposition in this suit? If yea, was your deposition taken on direct and cross interrogatories or either, and which of them?

*Ans.* I have heretofore given my deposition in this suit. My deposition was taken on direct interrogatories alone.

*3rd Int.* Were you at the time of giving your said deposition, and have you ever since been, and are you still, interested in the result of this suit? If yea, state the nature of your interest, how it arose, upon what consideration, all the particulars relative to the same?

*Ans.* I was, when I gave my said deposition, interested, I ever since have been, and am still interested in the result of this suit. The nature of my interest is as follows: On the 15th day of July, 1853, I made a contract with George M. Chapman, to prosecute this suit, or rather the claim to which this suit relates, to final judgment, if it was not compromised or settled before. Mr. Chapman and myself were each to have one-half of the result of the prosecution of such suit or suits, and if it became necessary any time thereafter, the title and everything



referring to the property that this suit relates to, should be put in the name of Eunice Chapman, the mother of Geo. M. Chapman, and each was to pay one-half of the expenses, and in compliance of that I paid fifty dollars and he fifty dollars, which was sent to Collins, of Chicago, of the old law firm of Butterfield & Collins, to commence the prosecution to which this suit refers.

*4th Int.* Was any agreement, ever at any time, and when, made by you or by any and what person, for your benefit, with Eunice Chapman, the complainant in this suit, relative to any and what lands in the city of Chicago, in the State of Illinois? If yea, state the nature of said agreement, and whether it was in writing or not. Have you in your possession any writing showing the existence of such agreement, or the terms thereof? If yea, produce the same before the commissioner taking your deposition, and annex the same to your deposition, if you can do so, and if not, state why you cannot do so.

*Ans.* The agreement with Geo. M. Chapman, which I have stated in my answer to the preceding interrogatory, was as I have then stated, was after the land was put into the name of Eunice Chapman according to the terms of the agreement between Geo. M. Chapman and myself, an agreement was thereafter made, between Eunice Chapman and Jared W. Graves, for my benefit. I hold in my hand a receipt which I now produce, and which refers to the contract between myself and Geo. M. Chapman. (Said receipt is marked A, by the commissioner, and is hereunto annexed.) The contract between Geo. M. Chapman and myself, to which that receipt refers, was torn up, and the paper which I now produce shows the arrangement between Jared W. Graves and Eunice Chapman, which was for my benefit. (Said paper is marked B, by the commissioner, and is hereunto annexed.) This paper B was taken at the same time that the said contract between Geo. M. Chapman and myself was torn up, and was substituted for it.

The signature to paper A. is in the handwriting of George M. Chapman; I saw him write it. The body of paper B is in the handwriting of Geo. M. Chapman; the words, "signed Eunice Chapman," and "signed G. M. Chapman," are also in his handwriting. The certificate at the end is wholly in the handwriting of Mr. Underhill, and it is signed by him.

Paper C, now shown to me, is the draft of the deed referred to in Exhibit B. Paper C is filled up in my handwriting. It is all in my handwriting, except the printed part. I wish to add that papers A, B and C were respectively executed and delivered the day they bear date.

*5th Int.* Have you a copy of the agreement inquired after in the

p 325

p 325

p 325

p 327