

Filed Jan. 5/1869
Wm. L. Lunn, pld.

Vol. 11th

Pages 1775 to 1941.

Pat's Ex. No. 11
March 5/80

4027 of
4361

Gibson

vs

Reese
+
~~Reese~~ Candy 2

This Indenture made the
Fourteenth day of August in the year
One thousand eight hundred and fifty four
Between Thomas G King of the
City of Washington District of Columbia
party of the first part and David
Gibson of New Richmond ^{Clermont} ~~Clement~~ County
Ohio of the second part Witnesseth
that the said party of the first part for
and in consideration of the sum of One
Dollar 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 executing and delivery of these
presents the receipt whereof is hereby
acknowledged hath remised released and
quit-claimed, and by these presents
doth remise release and quit-claim, unto
the said party of the second part and
to his heirs and assigns for ever All
that certain Lot of Land known as Lot
Six (6) in Block thirty four (34) in
the Original Town of Chicago in the
County of Cook and State of Illinois
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 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 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,
his heirs and assigns for ever.

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

J. Grosvenor King (L.S.)

Sealed and delivered }
in the presence of }
Hall Neilson
Geo. C. Thomas

District of Columbia }
County of Washington }

Be it known that on this
twenty fourth day of August in the year
eighteen hundred and fifty four personally
appeared before me George C. Thomas
a Notary Public in and for the District
and County aforesaid, Thomas Grosvenor
King to me well known and who
acknowledged that he signed and sealed
the foregoing instrument for the purposes
therein fully set forth.

In testimony whereof I
have hereunto set my hand
and official seal the day
and year last before written

(L.S.)

George C. Thomas
Notary Public

State of Illinois }
County of Cook } S.S.

53347

Filed for Record
September 1st 1854, & Recorded in Book No
81 of Deeds page 396.

L. D. Hoard, Clerk.

This Indenture made the fourteenth day of August in the Year One thousand eight hundred and fifty four Between Ann G King Widow of Henry King late of Brooklyn Kings County New York and Julia King, Susan M. King, Henry King, Harriet A. King and Edward P. King Heirs at Law of said Henry King all of the City of New York parties of the first part, and David Gibson of New Richmond Belmont County Ohio of the second part Witnesseth that the said parties of the first part for and 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 at or before the enacting and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released and quit-claimed, and by these presents doth remise, release and quit-claim unto the said party of the second part, and to his heirs and assigns for ever All that certain Lot of Land known as Lot six (6) in Block Thirty four (34) in the Original Town of Chicago in the County ^{of Cook} and State of Illinois Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders, rents

issues and 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 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 part of the second part his heirs and assigns, for ever.

In witness whereof the parties to these presents have herewith interchangeably set their hands and seals the day and year first above written

Ann. G. King (Ls.) Henry King (Ls.)

Julia King (Ls.) Harriette A. King (Ls.)

Susan M. King (Ls.) Edward P. King (Ls.)

Sealed and delivered }
in the presence of }
Gilbert S. Mixon

(Mixon)

5094

1779

City and County }
of New York } ss

On the twenty second day of August A D 1854 before me personally came Ann G. King, Julia King, Susan M. King, Henry King, Harriet A. King and Edward P. King known to me to be the same persons described in and who executed the within instrument and severally acknowledged that they executed the same


Gilbert S. Nixon
Com^r of Deeds

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

J. Richard B. Connolly
Clerk of the City and County of New York, and also Clerk of the Supreme Court for said City and County, Do hereby certify That Gilbert S. Nixon 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 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, I further certify that said instrument is executed and acknowledged according to the Laws of this State as appears by said Certificate

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County the 23^d day of August 1854

 Rich^d B. Connolly
Clerk

State of Illinois }
County of Cook } ss Filed for Record
September 1st 1854, and Recorded in Book of
Deeds No 81 page 394 &c.

53348
L. D. Hoard, Clerk.

Thomas Ford

Governor of the State of Illinois, to all
to whom these presents shall come,
Greeting. Whereas it appears from the
final certificate of Jacob Fry acting
Comr. of the Illinois & Michigan
Canal that agreeably to an Act for
the relief of purchasers in Chicago
and Ottawa in 1836" Approved February
27. 1841 that Edward Eldridge
assignee of William Young paid to the said
Treasurer the sum of four thousand dollars
being the full amount (after deducting thirty and
one third per centum) for which Lot Number six
(6) in Block number thirty four (34) in the Original
Town of Chicago was sold by the Commissioners of the
Illinois and Michigan Canal agreeably to law, and purchased
by the said William Young in the Year
eighteen hundred and thirty six
to whom a certificate of purchase
was then issued by the
Treasurer of the Illinois and
Michigan Canal which said
Certificate duly assigned
has been returned to and
is

• now on file in said Office which is a part of the Land appropriated by the General Government to aid the State of Illinois in the construction of the Illinois and Michigan Canal.

And whereas, by various acts of the General Assembly of the State of Illinois, providing for the construction of the Illinois and Michigan Canal, and for the sale of Canal Lands and Lots, power is given to the Canal Commissioners to sell the Land so granted to the State, and the Governor is required to re-execute patents to the purchasers

Now know ye, that under and by virtue of the powers and authorities contained in the said several acts of the General Assembly of the State of Illinois there is granted to the said Edward Eldridge his heirs and assigns the Lot of Land above described To have and to hold the same with the appurtenances to the said Edward Eldridge his heirs and assigns for ever

In testimony whereof I have caused these Letters to be made patent, and the seal of the State to be affixed Done at Springfield, this ninth day of June in the Year of Our Lord

(L.S.)

One thousand eight hundred and
forty three and of the Independence
of the United States the sixty seventh

By the Governor
Thompson Campbell
Secretary of State.

Thomas Ford

Thomas Ford
Governor of the State of Illinois

To all to whom these presents shall come
greeting

Whereas it appears from the final
certificate of Jacob Fry, Acting Com^{rs} of
the Illinois and Michigan Canal, that
agreeably to an "Act for the relief of Purchasers
of Canal Lots in Chicago and Ottawa, in
1836" approved February 24. 1841 that
Edward Eldridge Apique of Henry King
paid to the Treasurer the sum of
Thirteen hundred and thirty three Dollars
and thirty four cents, being the one half
(after deducting thirty-three and one third
per centum) for which Lot number six (6) in
block number thirty eight (38) in the original

town of Chicago was sold by the Commissioners of the Illinois and Michigan Canal agreeably to Law, and purchased by the said Henry King in the year eighteen hundred and thirty six to whom a Certificate of purchase was then issued by the Treasurer of the Illinois and Michigan Canal which said Certificate duly abigued has been returned to and is now on file in said Office and full payment made on the east half of said Lot which is a part of the Land appropriated by the General Government to aid the State of Illinois in the construction of the Illinois and Michigan Canal.

And whereas by various acts of the General Assembly of the State of Illinois, providing for the construction of the Illinois and Michigan Canal, and for the sale of Canal Lands and Lots power is given to the Canal Commissioners to sell the Land so granted to the State, and the Governor is required to execute patents to the purchasers,

I now know ye, that under and by virtue of the powers and authorities contained in the said several acts of the General Assembly of the State of Illinois their

● is granted to the said Edward Eldridge
his heirs and assigns the east half of the
lot of Land above described To have and
to hold the same with the appurtenances
to the said Edward Eldridge his heirs
and assigns for ever

L.S.

In testimony whereof, I have
caused these letters to be made
patent, and the seal of the state
to be affixed. Done at Springfield
this ninth day of June in the
Year of Our Lord One thousand
eight hundred and forty three
and of the independence of the
United States the sixty fourth

Thomas Ford.

By the Governor
Thompson Campbell
Secretary of State.

This Indenture made the fifteenth day of October, in the year of our Lord one thousand eight hundred and forty five between Henry King of the City of Brooklyn in the State of New York of the first part, and Edward Eldridge of Pomfret in the State of Connecticut of the second part,

~~Witnesseth~~ Whereas the said party of the first part being indebted unto the said party of the second part in a large sum of money to wit: in the sum of five thousand dollars or thereabouts he did by Indenture bearing date the 9th day of January in the year of our Lord 1838 assign and convey unto the said party of the second part, certain lots pieces or parcels of land with the buildings thereon standing situate at Chicago in the State of Illinois, and also other lands together with the household furniture, books and other property as will by said Indenture (reference being thereunto had) fully appear In Trust to sell the same or any part thereof, in such manner and at such times and for such prices as the said party of the second part shall see fit, and

to apply the proceeds thereof, or so much of the same as should be necessary to the payment of the debts of the said Henry King in the manner and in the order hereinafter prescribed and set forth, and in no other, to-wit:

First to pay and discharge in the order in which they are therein mentioned all the debts of the said Henry King set forth and referred to in a certain Schedule hereunto annexed marked A; and secondly when the said debts should be wholly satisfied and discharged in said order, then to pay and satisfy in rateable proportions, according to the various sums due to the several creditors of the said Henry King and without preference to any of them over the others or any of them, all the debts, dues and demands specified, mentioned and set forth in another Schedule hereunto also annexed marked B.

And whereas the preferred debts set forth in said Schedule A were 1st the amount which Thomas M. Grosvenor and Henry Coldridge might become liable to pay as bail for the said Henry King in a

certain suit brought by Hubbard & Casey of New York upon a claim amounting to between four thousand five hundred and five thousand dollars, Second. The amount which Mr. J. Estlin of Chicago Illinois might become liable for or have to pay for said Henry King as security for him in a suit brought by Phelps, Dodge & Co. of New York which said suit was appealed and was for between nine hundred and one thousand dollars, Third. The amount for which Thomas S. Hyde had become liable as security for said Henry King in a suit brought by the firm of Hubbard & Co. of Chicago which was to have been appealed and was for between eleven hundred and twelve hundred dollars, Fourth. The balance due by said Henry King to said Edward Eldridge then of Boston in the State of Massachusetts, and fifth the balance due from said Henry King to Henry A. King of Norwich Connecticut And whereas the first of said trusts soon after was satisfied by the surrender made by the said Henry Eldridge one of said Tail of the body of the said Henry King in discharge of the liability of

said bail, and the reason of said trust was also satisfied by virtue of the said claim of the said Phelps. Dodge & Co, having been paid under an execution levied upon the furniture referred to in said deed of trust, and the sale thereof at ^{said} Chicago, and the third of said trust was satisfied by a sale of property at Juliette in the State of Illinois, belonging unto Miss Nancy A. King whereby the liability of the said Thomas S. Hyde was superseded leaving the said ^{Edward} Oldridge and the said Nancy A. King the sole persons interested under the preferences contained in said assignment,

And whereas the whole of said lands, and the whole of said household furniture mentioned in said deed of trust, were sold under execution against the said Henry King in the year 1838 or under foreclosure of certain mortgages upon the said assignees' property executed by the said Henry King prior to the execution of said assignment whereby the whole of the property specified in the aforesaid assignment became forfeited including certain property situate

in Chicago aforesaid, the title whereof had been derived from the Commissioners of the Michigan and Illinois Canal Company, ^{and} on which payments of twenty five per cent of the original consideration had been paid to said company,

And whereas ~~the~~ under an Act of the State of Illinois allowing a right of redemption unto persons interested in property on which payments had been originally made to the said Canal Commissioners, the said Edward Eldridge with the view to save his aforesaid debt of five thousand dollars independent and irrespective of any trusts and in reference only to the protection of himself has applied for and received from the said Canal Commissioners a regrant of two pieces of land situate in said Chicago to wit: first a certain lot of ground situate in Randolph street Chicago with a house and blacksmith shop thereon standing and known and distinguished as lot No. 6 in block No. 34 original town of Chicago, and second the East half of lot No. 6 in block No. 38 situate on Washington Street original town of

Chicago which said two pieces of property he holds in his own right and divested of all obligations incident to the aforesaid deed of trust,

And whereas the said ~~defendant~~ party of the first part has preferred claims against the said party of the second part by reason of his having held a power of attorney from the said party of the second part in relation to the property described in said assignment or trust deed, and of his having unsuccessfully laid out money in protecting the same for several years which said claims the said parties have agreed to terminate,

Now therefore this Indenture Witnesseth that the said party of the first part for and in consideration of the premises and of one dollar to him in hand paid by the said party of the second part at or before the enrolling and delivery of these presents the receipt whereof is hereby acknowledged hath remised, released and forever discharged and doth by these presents remise, release and forever discharge the said party of the second part of and from

all claims and demands of every name, nature or description herein before preferred or contracted, and also doth release quit claim and discharge all and singular the property real or personal of the said party of the second part wheresoever situate, of and from all claims and demands whatsoever, he, she said party of the first part hereby acknowledges himself fully satisfied contented and paid by the said party of the second part for all claims express or implied which he ever had against him arising antecedent to the date of these presents. And the said party of the second part for and in consideration of the premises, and of the sum of one dollar to him in hand paid by the said party of the first part doth hereby agree to accept and pay the said party of the first part draft for the sum of five hundred dollars, payable in six months from the date hereof by way of loan by the said party of the second part unto the said party of the first part, and in case said acceptance shall be paid by the said party of the first part his executors or administrators

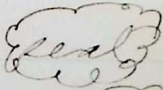
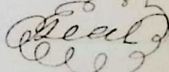
at the maturity thereof then the said party of the second part doth further covenant and agree with the said party of the first part to convey unto him and his heirs the said east half of said lot No. 6. in block No. 38 original town of Chicago upon request, To have and to hold unto the said party of the first part his heirs and assigns forever, but in case the said acceptance shall not be paid by the said party of the first part at the maturity thereof then the said party of the second part shall be under no obligations to convey the said lot No. 6 in said block No. 38 unto said party of the first part but shall hold the same in his own right, and for his own exclusive benefit in satisfaction of said loan of five hundred dollars, And furthermore the said party of the second part hath covenanted and agreed with the said party of the first part that if he the said party of the first part his executors or administrators shall pay unto the said party of the second part the sum of five thousand dollars without interest at any time within two years from the date

hereof, then he, the said party of the second part will convey unto the said party of the first his heirs or assigns the aforesaid lot No. 6 in Block No. 34 original town of Chicago and situate in Randolph Street as aforesaid To have and to hold unto the said party of the first part his heirs and assigns forever. And also that in case he the said party of the second part shall sell the said lot No. 6 in Block No. 34 situate in Randolph Street, by the consent of the said party of the first part at any time within the period of two years from the date hereof for a sum exceeding the sum of five thousand dollars that then he will pay the surplus over and above said sum of five thousand dollars to said party of the first part his executors or administrators, but in no event shall the right to take said lot at said sum of five thousand dollars or to any surplus over and above said sum of five thousand dollars be extended beyond said period of two years from the date of these presents. And whereas the aforesaid trust need

and power of attorney were sent by the said party of the first part to said Chicago to be recorded and have never been returned the said party of the first part hereby covenants and agrees with the said party of the second part his executors and administrators to cause the same to be restored to said party of the second part as soon as practicable. It being mutually understood and agreed between the parties to these presents that the said power of attorney has been revoked, and is hereby absolutely annulled, made void and of no effect,

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

Sealed and delivered
in presence of

Henry King 
Edward Eldridge 

Words "assign and" "first" "doth hereby agree"
"and by consent of the said party of the first
part" interlined before execution)

As to Henry King

David P. Hall

As to Edward Eldridge

George S. Partridge

Recorded in Recorder's office of
Cook County October 28, 1847 as shown
by the Books of Records here read in
evidence,

~~9014~~

1798

The President of the United States of America

To all to whom these Presents shall come - Greeting

LS.

Know ye, that we have inspected the Records and Files of the District Court of the United States for the Southern District of New York do find certain paper writings there remaining of Record and that the same are in the words and figures following, to wit:-

To the District Court of the United States }
For the Southern District of New York }

Henry King residing in the City of Brooklyn County of Kings and State of New York at the Corner of Willoby and Gold streets by Petition represents and states to the Court that he is owing debts which have not been created in consequence of a defalcation as a Public Officer; or as Executor, Administrator, Guardian or Trustee or while acting in any other fiduciary character, and that he owes debts and is under engagements which he is unable to meet, and that he accordingly applies to the Court for the benefit of the Act, entitled "An Act to establish a uniform

system of Bankruptcy throughout the United States" passed August 19th 1841

And the Petitioner further states to the Court that the Schedule hereto annexed marked "A" and duly attested by him contains according to the best of his knowledge and belief, a List of all his creditors, with the places of their respective residences and occupations, and the amount due to each, and the consideration or cause of the indebtedness.

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

Dated Brooklyn January 24. 1843.

The above described Henry King
this day appeared before me and
in my presence subscribed the foregoing
Petition and by his Oath duly
administered by me to him verified
the same

Henry King

Jan'y 24. 1843

J. Greenwood

Commissioner for Kings Co.

I. Charles D. Betts, clerk of the District
Court do hereby certify that I have searched
the Register of Cases in Bankruptcy in this
Office and that no Petition of Bankruptcy is
pending in Court by or against Henry King
Dated this 24th day of January 1843

Chas D. Betts

clerk

(Endorsed)

United States District Court for
the Southern District of New York

The Petition of Henry King Merchant
In Bankruptcy (nos 1.3.4) Petition by Bankrupt
and Schedules

Schedule "A"

Debts owing by the Petitioner Henry King

| | | |
|---|------|----|
| Balance for Merchandise to Edward Field & Co New York Merchants | 553 | 10 |
| " Atwater & Pomroy " | 448 | 43 |
| " Witheral Amos & Co " | 1153 | 60 |
| " E & H. Hull " | 122 | 23 |
| " Geo H. Clark " | 71 | 23 |
| " Snyder & Boyd " | 350 | " |
| " Butler & Barker " | 310 | 43 |
| " Daniel Polt " | 606 | " |
| " F. A. Huntington " | 457 | 11 |
| " F. P. Rhodes & Co " | 332 | 37 |
| " Pomroy & Bull " | 1800 | 00 |
| " J. H. Ranson " | 200 | " |
| " H. D. Farbox & Co " | 157 | 75 |
| " Thompson & Co " | 491 | 57 |
| " S. P. Church & Co " | 1224 | 20 |
| " J. P. Roosevelt & Son " | 646 | 83 |
| " E. P. & H. Meyer " | 1742 | 87 |
| " Collins Rux & Co " | 80 | " |
| " John Bartlett " Leather Dealer | 631 | 86 |
| " Edward Eldridge Boston | | |

Massachusetts. Farmer to William B. Ogden
Agent for Hunter Purchase dated Chicago 11th

9415
1802

| | | |
|--|------|----|
| June 1835 Payable in two years on a purchase of Land | 1363 | 12 |
| Do 30 th June 1835 payable in 2 years | 2681 | 25 |
| " 15 th " " do " " | 1400 | " |
| " 15 " " 3 " " | 1400 | " |

\$900 has been paid on account all on purchase of Land

| | | |
|---|------|----|
| // Endorsement on Simon Hydes notes paid to Fredrick Bronson for Interest on Hunters Purchase at Chicago which notes have in part been paid and the residue supposed to be secured and paid by a <u>lien</u> on the Hunter Purchase of Lots at Chicago in Co Charles Butler W. Newbery and Others | | |
| 1 Note dated 18 th Oct 1836 at 6 months | 2018 | 58 |
| 1 " " 12 " " | 3636 | 25 |
| 1 " " 18 " " | 3636 | 23 |
| 1 " " 24 " " | 5000 | 00 |

// Unsettled Balance which may be due to Arthur Bronson Lawyer on J. S. Wright & Grant Goodrichs Bond and Mortgage on Water Lots 15, 16, 17 Kinzies addition payable 4th June 1836 which I assumed to pay - The Mortgage is foreclosed by Mr Bronson, Bond & Mortgage was for \$5.500

Unsettled Mortgage to J. S. Brackett of Chicago Merchant for which he holds Simon Hydes acceptance of my Drafts which

have mostly been paid - The Property on which this mortgage was given has been sold under foreclosure

Notes to John A Rockwell Lawyer at Norwich Connecticut 1.2, and 3 years dated June 1836 for \$1200 in all and my Draft for on Simon Hyde at 5 1/2 months for \$400 each for subscription to Rockwell, said \$ a part paid and property forfeited 2000 "

Notes to J. C. Coucut Merchant New York 1836, 12 months 1574 16

Do Do 20th September 1837, 12 months given for Merchandise 315 43

The above are supposed to be secured in part by Judgments &c

Bond to Rockwell Land Co at 1.2, 13 years for \$419.00 each and draft on J. Hyde Merchant Oct. 1836 for \$323.83 on purchase of Land 1581 43

Endorsement on Thomas Jenkins & Co, Reynolds & Lovells Merchants, notes received for half of Water Lots 15, 16, 414 in Chicago and remitted to J. Hyde Merchant New York

| | | | | |
|--|---|----------|----------|--------------|
| Notes dated 3. Nov ^r 1836 payable | } | 9 months | 3685. 79 | } 15,478 16. |
| | | 15 " | 3808. 29 | |
| | | 21 " | 3970. 39 | |
| | | 24 " | 4053. 29 | |

Unsettled account with G. J. Lathrop
& William Hyde Merchants, on a
Lot purchased at Chicago

Unsettled account with the estate of
Henry Ward of New York Broker about
\$400 for borrowed money

400 "

Notes given to Gardner S. Hubbard
Canal Treasurer of Michigan and Illinois
Canal for Land bought at Canal sale,
which are considered as cancelled by the
relief Law of Illinois, notes dated

| | | | | |
|--------------|----------------------------|--------|--------|---------|
| 25 June 1836 | 1 note each at 1.2.3 years | 400.00 | 1200 | " |
| " | " | 12.3 " | 402.50 | 1207.50 |
| 24 | " | " | 1205 | 3615 00 |
| 28 | " | " | 690 | 1940 00 |
| " | " | " | 1000 | 3000 " |

My subscription to Jacksonville College
Illinois, Mr. Beecher Presd^t

500 "

Balance and unsettled accounts with
the following Lawyers at Chicago - Saxgrant
& Grant & Payton, Henry Moore & Ryan,
J. H. Seaman, J. W. Ballister, amounts
unknown, partly for services, and partly
for mercantile transactions with them

Balance due on a number of small
accounts at Chicago supposed to be paid

Mainly notes to Hubbard & Harey
Merchants New York, a balance due to an

| | | | |
|-------------------------------|---------|-----|---|
| English House, 12 months 1834 | 6 years | 100 | " |
| | 6 years | 100 | " |

| | | | |
|---|--|-----|---|
| Note to Wm Mc Nulty Lawyer held by Manhattan Bank for Balance due to the Bank | | 168 | " |
|---|--|-----|---|

Balance due to C. Walton Lawyer &
Joseph Michigan for services.

| | | | |
|---|--|-----|----|
| My Draft on Simion Hyde Merchant 1st December 1836 for merchandize in favor of Hagbuck & Buck Merchants for merchandize | | 609 | 33 |
|---|--|-----|----|

| | | | |
|---|--|-----|----|
| Debts due to Hyde Heacock & Green Merchants New York for Merchandize | | 454 | 04 |
|---|--|-----|----|

| | | | |
|---|--|-----|----|
| Debts due to Young Smith & Co Merchants New York for Merchandize | | 183 | 59 |
|---|--|-----|----|

| | | | |
|--|--|-----|---|
| The like White & Richards Merchants due for Merchandize | | 145 | " |
|--|--|-----|---|

| | | | |
|---|--|------|----|
| Notes to Suydam Jackson & Co Merchants New York for Merchandize, secured in part by Mortgage on Land at | | 1052 | 45 |
|---|--|------|----|

| | | | |
|---|--|------|----|
| 16th August 12 months 1834 at 18 months | | 1088 | 55 |
|---|--|------|----|

| | | | |
|---|--|------|---|
| Notes to J. D. Dixson & Brather Merchants N. Y for merchandize 1834 secured in part by Mortgage on Lot at Chicago | | 2142 | " |
|---|--|------|---|

| | | | |
|---|--|-----|----|
| Note to James Latterall Merchant Nov 1838, 12 months for merchandize | | 704 | 26 |
|---|--|-----|----|

| | | | |
|--|--|----|---|
| Balance for account of borrowed money due to Jas Latterall Merchant | | 35 | " |
|--|--|----|---|

Unsettled account with George Bunkerhof
Lawyer New York for service.

Unsettled account with Hullbert & Co Merchants
of Chicago for merchandise.

Do Do with J. L. Brewster & Co
Merchants New York for merchandise.

Notes to Simion Hyde, Merchant 1 Oct
1836 at 6 mos favor

Missie Davis Hyde Merchants of
Chicago sued in court and Judgment obtained for 4484 92
for a lent note without consideration, about
\$ 2400 has been paid.

Note of Simion Hyde Merchant, New
York 1 Oct 1836, 6 months lent note
without consideration. 5515 08

Unsettled account with Jenkins, Reynolds
& Co Merchants of Chicago for Merchandise -
Notes to Branch Bank of Illinois at Chicago

" One 25 July 1834 4 Months 4019. 83

" On do 9 " 3771. 83

" One do 4 " of Bank of Bank 2064. 80

9836 46

The above three notes were given for
Lands purchased at the Land Sale of the
Michigan and Illinois Canal - The above
were secured by Bond and Mortgage on
real estate which has been sold under a
foreclosure

My Draft on Simion Hyde Merchant

~~1825~~
1807

| | | |
|--|------|----|
| in favor of E. R. Hubbard Broker for a house and Lot in Chicago supposed to be settled dated 22 nd June 1836, 4 mos | 2000 | " |
| Notes to Simion Hyde Merchant New York dated Chicago 23 th June 1834, 13 mos | 898 | 24 |
| both the above were lent notes for his accomodation | 898 | 24 |
| Note 15 th June 1834, 12 months dated at Chicago for Land to Wm B. Ogden Agent | 1236 | 92 |
| My Draft on Simion Hyde Merchant New York dated Chicago 2 Aug 1834 at six months favor Hubbard & Co for balance due to Hubbard & Co and secured in part by Mortgage on Property in Chicago | 968 | 48 |
| Due to Nevins & Townsend Brokers New York for money lent | 345 | " |
| Due to Melakiah Pint Merchant New York for money lent | 250 | " |
| " " Rufus L. Lord | 80 | " |
| " " Henry Thomas | 50 | " |
| " " Daniel Stanton | 150 | " |
| " " Geo. H. Howland | 100 | " |
| " " John Rankin | 80 | " |
| " " John D. Reese | 50 | " |
| My Notes to S. J. Champney Grocer Brooklyn for Groceries 16 Sept 1839, 3, 4, 6 mos in all | 2542 | 95 |
| also Balance in Book account for Groceries | 15 | " |

2024
1808

| | | |
|--|-----|----|
| Balance due to Emory Ho Merchants Brooklyn for Groceries | 110 | 18 |
| J Campbell | 50 | " |
| J. Frank Baker for Bread | 20 | " |
| J W. Davis Milkman for Milk | 35 | " |
| W. Lancaster Farmer for Groceries | 20 | " |
| Wm Pomroy Merchant New York for Groceries | 24 | " |
| Mrs Hubbard Widow Brooklyn for Board | 250 | " |
| Mrs Dunderdale, Teacher for Schooling | 20 | " |

Judgment obtained by Ruth Hotchkiss
of Hartford for Pew Rent Connecticut, in
Supreme Court New York

| | | |
|--|----|---|
| Balance due Langdon & Bullus Merchants New York for Merchandise | 68 | " |
| de Townsend Ho Editors of "Express" for Newspaper | 40 | " |
| " Hallock Ho " "Observer" " | 35 | " |

My note to Peter Groveser Farmer
Illinois held by J. P. Hall Lawyer for
lent money & board

Balance due on account to Mrs Lawrence
for rent - some small debts due to persons in
New York & Brooklyn ^{not} ~~but~~ now ascertained or recollected

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

Henry King

24 Jan'y 1843 J. Greenwood

Com'r to for King to

Schedule "B"

The Property of the Petitioner consists of the following particulars, -

Six and a half shares in the Rockwell Land Company Town of Rockwell on Illinois River valued now as worth but little if anything

Two notes of N. C. Coffin Merchant of Chicago amounting together to about ~~\$15,000~~ \$1600 - The

above Rockwell shares and notes are held by the estate of the late Henry Ward of New York as collateral security for amount due the estate ³ or 4 Lots of Land situate in Town of Juliet Ill, which are considered as sold or forfeited under attachment and Judgment.

My joint interest in Hunter Purchase of Lots in Chicago in O. S. Hyde managed by ^{and Mrs B Coffin rent in Chicago} Charles Butler Agent in New York, cost originally \$20,000

This claim may be already legally held by Edward Eldridge of Boston under my assignment to him of 9 June 1838 on settlement of accounts with Simon Hyde - Any odd claims or demands given up as bad and lost growing out of any of my old affairs and deemed as worth nothing.

All Kings wearing apparel - at the residence

1810

of the Petitioners corner of Willoughby and Gold Streets Brooklyn.

1 Half worn coat and Pantaloon and vest

1 new pair Pantaloon and vest

1/2 doz: summer vests

1 old cloak blanket

1 blanket surtout new

1/2 doz shirts

2 Pair flannel Draws and 2 Shirts

3 Pair Socks

1 Pair Boots

Wife. King his Wife, wearing apparel at the same place

3 Hats

1 cloak

1 Old cloak

1 Old Pelisse

3 Shawls

3 silk Dresses old

1 moup-de-laine Dress

2 Wrappers

1 Thin muslin Dress

16 Pieces under garments

6 caps

6 pair hose

2 pair shoes

5 collars

2 Pair gloves

1 Veil, 1 muff

2 Breast Pins
1 Finger Ring
1 Purse

Henry King

The above named and described
Henry King this day appeared
before me and in my presence
subscribed the foregoing Schedule
and by his oath duly administered
by me to him verified the same

24 January 1843.

J. Greenwood.

Court &c for Kings Co.

(Endorsed)

No 1265 - 2 D - In Bankruptcy
In the Matter of Henry King a Bankrupt
Alden S. Spooner, Attorney - Petition & Schedules
Filed January 24. 1843 at 2 P. M. before
Commercial Brooklyn Eve Star - Show cause
March 4. Publication 20 days here three times
Brooklyn E. Star

J. R. B.

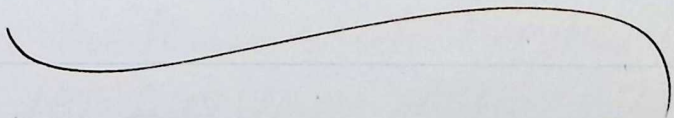
All which we have caused by
these presents to be exemplified
and the seal of the said
District Court to be hereunto

affixed Witness The Honorable
Samuel R. Betts Judge of the said
Court at the City of New York in the
Southern District of New York this
seventh day of May in the year of
Our Lord One thousand eight hundred
and fifty three and of our Independence
the seventy seventh

George W. Morton
Clerk.

I Samuel R. Betts Judge of the said
District Court do hereby certify the foregoing
exemplification to be in due form of Law

Saml. R. Betts



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

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

Filed this Fourth day of March 1843.
In Bankruptcy

At a District Court of the
United States of America, held for
the Southern District of New York,
at the City Hall of the City of
New York, on Saturday the fourth
day of March in the year one
thousand eight hundred and forty three.

Present

Samuel R. Betts, District Judge

In the Matter of }
Henry King } Decree of Bankruptcy.
Bankrupt }

~~1843~~
1844

Henry King of the City of Brooklyn
Kings County New York Merchant
having on the twenty fourth day of January
last past, filed a petition duly verified,
praying to be declared a Bankrupt; and
satisfactory proof being made of due
publication of notice to all persons interested,
to appear in court, and show cause against
said Petition; and the court being now
moved to grant the prayer of said Petition,
and no cause being shown to the contrary,
and the petition and proofs having been
inspected and considered by the court, and
having been found in conformity with the
requirements of the Act of Congress It is
thereupon on Motion of Mr Alden J.
Spooner of Counsel for the Petitioner,
ordered and decreed by the court that
the said Henry King be and he is hereby
declared and decreed a Bankrupt, pursuant
to the Act of Congress entitled "An Act to
establish a uniform system of Bankruptcy
throughout the United States" passed
August 19th 1841

And it is furthermore Ordered by the
court, that the clerk certify and deliver this
Decree to William S. H. Waddell the
Official or General Assignee in Bankruptcy

appointed and designated under the rules and regulations of the Court

At a stated Term of the District Court of the United States of America, for the Southern District of New-York, held at the City Hall in the City of New York on Tuesday the Fourth day of January in the Year of Our Lord One thousand eight hundred and forty two
Present

The Honorable Samuel R. Pettis District Judge

In Bankruptcy

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

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

LC.

Witness the Honorable
Samuel R. Betts Judge
of the said Court at the
City of New York in the
Southern District of New York, this twenty
fifth day of February in the year of Our
Lord One thousand eight hundred and
sixty and of our Independence the eighty fourth

Geo. F. Betts
Clerk.

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

Samuel R. Betts

provable under the said act, and owing by
him at the time of the presentation of his
petition to be declared a Bankrupt

And it is further ordered, that the clerk duly
certify this decree, under the seal of this court
and deliver the same to the said Bankrupt
when demanded

S. R. Betts

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

Witness the Honorable Samuel R.
Betts Judge of the said Court, at the
City of New York in the Southern
District of New York this fifth day
of October in the year of Our Lord
One thousand eight hundred and
sixty and of our Independence the
eighty fifth

L.S.

Geo. F. Betts

Clerk

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

Saml. R. Betts

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

I know ye, That we, having
inspected the records and
files of the District Court of
the United States for the
Southern District of New York,
do find certain paper writings
there, remaining of record, in
the words and figures following,
to wit: -

Filed this third day of February 1845

In Bankruptcy

At a District Court of the
United States of America, held
for the Southern District of
New York on Monday the third
day of February in the year
One thousand eight hundred
and forty five.

Present

Samuel R. Betts, District Judge

In the Matter of
Henry King }
a Bankrupt.

Henry King of Brooklyn
Kings County New York a Bankrupt having

filed a Petition praying to be discharged in full from all his Debts, and for a Certificate of such discharge pursuant to the Act of Congress entitled "An Act to establish a uniform system of Bankruptcy throughout the United States" passed August 19, 1841

And it appearing to the Court upon the said petition and the report of the Clerk and Assignee accompanying the same, that the said Bankrupt had bona fide surrendered all his Property, and rights of Property (with the exception of such Articles as were designated and set apart by the Assignee) and that the said Bankrupt has fully complied with and obeyed all the orders and directions which have from time to time been passed by this Court, and has otherwise conformed to all the requisites of the said Act and that no written dissent to such discharge has been filed by a majority in number and value of his Creditors who have proved their debts; and no cause being now shown to the Court why the prayer of the Petitioner be not granted, it is therefore, by virtue of the act aforesaid ordered decreed and allowed by the Court that the said Henry King be, and he accordingly hereby is fully discharged of and from all his Debts

1820

10 Compared

Vol 157
of deeds
page 672

Whereas by an order of the District Court of the United States of America for the Southern district of New York sitting in Bankruptcy under and by virtue of an act entitled an act to establish a Uniform System of Bankruptcy throughout the United States passed on the nineteenth day of August in the year one thousand eight hundred and forty one - it was on the fourth day of March in the year of our Lord 1843 duly decreed and declared in the words and figures following to wit

In Bankruptcy

At a District Court of the United States of America held for the southern district of New York at the City Hall of the City of New York on Saturday the fourth day of March in the year one thousand and eight hundred and forty three

Present Samuel R Betts District Judge Henry King of the City of Brooklyn Kings County New York Merchant having on the twenty fourth day of January last past filed petition duly verified praying to be declared

Read at Hearing by Henry Young
No. 15

1821

a Bankrupt and satisfactory proof being made of due publication of notice to all persons interested to appear in Court and show cause against petition and the Court being now moved to grant the prayer of said petition and no cause being shown to the contrary and the petition and proofs having been inspected and considered by the Court and having been found in conformity with the requirements of the act of Congress it is thereupon on motion of Mr Aiden & Spooner of Counsel for the petitioner ordered and decreed by the Court that the said Henry King be and he is hereby declared and decreed Bankrupt pursuant to the act of Congress entitled an act to establish a Uniform System of Bankruptcy throughout the United States passed August 19 1841.

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

I Charles D Betts clerk of the said Court do certify that the above orders and decrees were this day made by the Court and duly entered in the Docket of Bankrupt proceedings.

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

And whereas I the said Wm Coventry H Waddell had before the day of the date of the Decree aforesaid been duly appointed by the Circuit and District Courts of the United States for the Southern District of New York official as General Assignee in Bankrupt and given a bond pursuant to the said Statute and the rules of the said Courts respectively as appears by orders duly entered on the minutes of the said Courts respectively in the following words and figured to wit

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

2027
1822

in the year of our Lord one thousand
eight hundred and forty two

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

Ordered that William Coventry
H Waddell be appointed the official
as General Assignee as required by the
rules this day adapted in cases arising
under the act - entitled an act to
establish a Uniform System of Bank-
ruptcy throughout the United States
passed August 19. 1841. (a copy)

J W Melcaly CR (Seal)

At a stated term of the District Court
of the United States of America for the
Southern District of New York held at
the City Hall in the city of New York
on Tuesday the fourth day of January
in the year of our Lord one thousand
Eight hundred and forty two

Present the Honorable Samuel R Betts
District Judge

Ordered that William Covert H
Waddell be appointed the official or
General Assignee as required by the rules
this day adopted arising under the act
entitled an act to establish a Uniform
System of Bankruptcy throughout the
United States passed August 19 - 1841 -
(a copy)

Chas W Betts ^{Seal} Clerk

And Whereas at a sale at Public
Auction held by the said assignee of
the assets of the said Bankrupt on the
fifteenth day of July one thousand
Eight hundred and forty five the asset
hereinafter set forth was sold and the
Consideration therefor duly paid

Now then Know all men by
these presents that I William Covert
H Waddell assignee as aforesaid in
Consideration of the sum of one dollar
lawful money of the United States of
America to me in hand paid by Gordon
I Ford the receipt whereof I hereby
acknowledge do hereby grant unto the
said Gordon I Ford his heirs and assigns
forever all the right title and interest
which the said Bankrupt had and which

2044
1824

by the virtue of the Decrees and orders above recited and of the act entitled an act to establish a Uniform System of Bankruptcy throughout the United States as aforesaid became vested in me and which I have a right to convey of in and to.

All those certain lots pieces or parcels of land set forth and more fully described in a certain ~~Instrument~~

Indenture dated the ninth day of January 1838 by the said Henry King and Ann Grosvenor his wife to Edward Eldridge and recorded in the Office of the Recorder in and for the County of Cook and ^{state} of Illinois in Book 2 of Deeds page 287 & c on the 16th day of February 1838 -

In Witness whereof I have here unto set my hand and seal this fifteenth day of July in the Year of our Lord one thousand eight hundred and forty five

Sealed and delivered Wm Coventry H Waddell
in the presence of Official or General ^{Seal}

Wm Dancy Assignee

L Pitkin

~~2042~~
1825

United States of America }
State of New York }
City and County of }
New York }

Be it remembered
that on the 16th day of December in
the year one thousand eight hundred
and fifty eight before me a Notary
Public — resident in the City of New-
York duly commissioned and qualified
by the executive authority and under
the laws of the State of New York to
take the acknowledgment of deeds
depositions &c to be used as records
therein personally appeared William
Coventry H Waddell to me personally
known to be the same and real person
named and described in whose name
is signed to and who executed the
annexed indenture or instrument in
writing as part thereto and in due
form of law acknowledged said instrument
by him executed to be and that he signed
sealed and executed the same as his free
and voluntary act and deed for the con-
sideration uses and purposes therein
mentioned and expressed.

9043
1826

In Witness whereof I have hereunto
set my hand and affixed my official
seal as such Notary this 16th day of
December

aD 1858 (Seal) Lucius Pitkin
no. 11035 filed for record Dec 20 1858

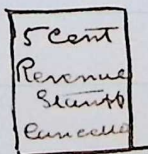
State of Illinois }
Cook County } I William J
Church Clerk of the Circuit Court and
Ex-officio Recorder in and for said County
in the State aforesaid do hereby certify
that the annexed is a true copy of a
certain Instrument filed in my office on
the 20th day of December aD 1858 and
Recorded in Book No 157 of Deeds on page
692.

In testimony whereof I have here
unto set my hand and affixed the seal
of our said Court at Chicago this 7th
day of October aD 1867.

W J Church

Clerk of the Circuit Court
Ex-officio Recorder of Cook County

(Seal)



For the consideration of One Hundred Dollars to me in hand paid by David Gibson of Cincinnati Ohio the receipt whereof is hereby acknowledged I have bargained sold and quit claimed and by these presents do bargain quit claim and sell unto the said David Gibson and to his heirs and assigns for ever any right title or interest claim or demand that became vested in me under and by virtue of a Deed made to me by William C. H. Waddell Recorded in the State of Illinois in Cook County Records on the twentieth December 1858 in Book One hundred and fifty seven of Deeds page six hundred and seventy two, and also any and all rights that may hereafter enure to me under said Deed.

To have and to hold the same unto the said David Gibson his heirs and assigns for ever.

Witness my hand and seal the 2nd day of March 1860.

In presence of }
W. W. Fowler }

Gordon L. Ford (L.S.)

City and County }
of New York } ss

On the second day of March 1860
before me William. W. Fowler a
Notary Public duly commissioned and
sworn dwelling in said City came personally
Gordon L. Ford known to me to be the
person mentioned in and who executed the
foregoing instrument and acknowledged
that he executed the same

Witness my hand and
Official Seal the day and
year first above written

(L.S.)

W. W. Fowler
Notary. Public.

State of Illinois }
Cook County }
1860 and recorded in Book 193 of Deeds
on Page 215

Filed for Record 9 March

Wm. L. Church
Clerk.

I know all men by these Presents,
That Whereas Hannah ~~At~~ Eldridge
Widow of Edward Eldridge deceased
Edward Eldridge Jr., H. Harriett Eldridge,
Constance Eldridge, Henry G. Eldridge
and Helen G. Eldridge of Pointfort
Connecticut, Heirs at Law of Edward
Eldridge have this day entered into an
Agreement to sell and transfer All that
certain Interest in Lot six Block thirty four
and the East half of Lot six in Block
thirty eight original Town of Chicago in
the County of Cook to Lewis Cobb Esq at
and for the sum of eight thousand Dollars
Now in case the said above Heirs at Law
of Edward Eldridge deceased shall well
and faithfully carry out the substance
and tenor of said Agreement in good faith
and assist said Cobb in carrying out
said Agreement to the end that said
Cobb ~~in carrying~~ or assigns acquire title
to said property then and in that case
the said Cobb agrees to pay the sum of
Two thousand Dollars additional as
consideration money for such service
whenever a decree shall be had by a proper
tribunal vesting said Cobb with the
Title to said Property or to his assigns

2047
1830

Lenas Cobb Jr
Pointfort July 28th 1855.

Signed in presence of
Job. Williams

For and in consideration of One Dollar to us in hand paid and of divers other causes to us moving we do by these presents sell assign and transfer to Miss J. Harriett Eldridge all our right title and interest in and to the within Bond and the proceeds thereof for her own use and benefit for ever

Witness our Hands and seals this 19th day of Sept^r A.D. 1854

Hannah Eldridge (L.S.) Henry G. Eldridge (L.S.)
Edward Eldridge (L.S.) Helen G. Eldridge (L.S.)
Constance Eldridge (L.S.)

For and in consideration of the sum of Two Thousand Dollars to me in hand paid the receipt whereof is hereby acknowledged and confessed I do by these presents release and discharge the within named Lenas Cobb of and from all demands or claims on the within Bond

Witness my hand and seal this 19th day of Sept. A.D. 1854

J. A. Eldridge (L.S.)

This Indenture made this nineteenth day of September in the year of Our Lord One thousand eight hundred and fifty seven Between Hannah Eldridge Widow of Edward Eldridge deceased and Edward Eldridge, F Harriett Eldridge Constance Eldridge, Henry G. Eldridge and Helen G. Eldridge children and only Heirs of Edward Eldridge deceased, all of Pomfret in the State of Connecticut party of the first part and David Gibson of Cincinnati State of Ohio Assignee of Texas Cobb party of the second part

Witnesseth that the party of the first part in consideration of the sum of Ten thousand Dollars lawful money of the United States and of divers other causes to them moving to them duly paid before the delivery hereof have granted bargained and sold and by these presents do grant bargain and sell and convey to the said party of the second part his heirs and assigns for ever All that certain Lot piece or parcel of Land known and distinguished as Lot six (6) of Block thirty four (34) in the Original Town of Chicago in the County of Cook and State of Illinois with the appurtenances and all the estate title and

interest of the said party of the first part
therein either in Law or Equity belonging
to our Inuring to us as Heirs at Law of
the said Edward Eldridge deceased

Given under our hands and seals this
19th day of September A.D. 1854.

Hannah Eldridge (LS) Constance Eldridge (LS)
Edward Eldridge (LS) Henry G. Eldridge (LS)
F. H. Eldridge (LS) Helen G. Eldridge (LS)

In the presence of
Job Williams
Lenas Cobb.

State of Connecticut }
Windham County } SS Pomfret Sept: 19. A.D. 1854.

There personally appeared before me
Job Williams Notary Public duly appointed and
commissioned by the Governor of the State of
Connecticut, and duly qualified to take the
acknowledgment of Deeds. Mrs Hannah Eldridge,
Edward Eldridge, F. H. Eldridge, Constance
Eldridge, Henry G. Eldridge, Helen G. Eldridge,
signers and sealers of the foregoing instrument and
severally acknowledged the same to be their free
act and deed - And the said Mrs Hannah
Eldridge Widow of the said Edward Eldridge
deceased in consideration of the premises aforesaid hereby
releases her dower right of dower in & to the premises aforesaid
In testimony whereof I have hereunto subscribed my name and affixed my official seal

Job Williams (LS)

15
David Gibson to Thomas B. Bryan

\$145⁰⁰/₁₀₀
Rec Stamp

This Indenture, made this sixth day of October, in the year of our Lord one thousand eight hundred and sixty five, Between David Gibson and Sarah M. Gibson his wife of the City of Cincinnati and State of Ohio party of the first part and Thomas B. Bryan of the City of Chicago & State of Illinois, party of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of one hundred and forty five thousand Dollars (\$145,000.) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has granted, bargained, sold, remised, released, conveyed aliened and confirmed and by these presents do, grant, bargain, sell, remise, release, convey, alien and confirm, unto the said party of the second part, and to his heirs and assigns forever, all the following described lot, piece or parcel of land, situate in the County of Cook, and State of Illinois and known and described as follows, to wit:

All of Lot No six (6) in Block thirty four (34) Original Town of Chicago, and also the following part of Lot seven (7) in said Block thirty four (34) Original Town of Chicago, viz: commencing at the South West corner of said Lot seven (7) & running thence Eastwardly along the South line of said Lot, forty (40) feet, thence at

1037
1834

right angles, Northwardly eighty (80) feet, thence at right angles Westwardly ~~eighty~~ forty (40) feet, thence at right angles Southwardly eighty (80) feet, to the place of beginning. The grantee is hereby apprised of the existence of certain litigation whereby certain claims are asserted and sought to be enforced against Lot six (6) hereby conveyed, but which claims do not impair or invalidate the title of the said grantor to the said property, and for the protection of the said grantee, his heirs and assigns against any injury to result from said litigation, a large portion of the purchase money, viz: the sum of seventy-five thousand Dollars (75,000) is withheld, is deferred payment, being secured by mortgage of even date herewith as will more fully appear upon reference to said mortgage and to the notes thereby secured.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the ~~reversion and reversion~~ reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, or 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 premises above bargained and described with the appurtenances unto the said party of the second part his heirs and assigns forever,

And the said David Gibson and Sarah M. Gibson party of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivring of these presents they are well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances, of what kind and nature soever, and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every other person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part, shall and will warrant and forever defend, including the litigation herein before referred to, and whereof notice is given, to the party of the second part, his protection being insured by the deferred payment above mentioned, the title and possession being assured to said party of the second part.

And the said David Gibson and Sarah M.

Gibson his wife party of the first part, hereby expressly waive and release any and all right, benefit, privilege, advantage and ~~exception~~ exemption under or by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise, and especially under the Act entitled, An Act to exempt homesteads from sale on execution, passed by the General Assembly of the State of Illinois A. D. 1837, and approved February 11th A.D. 1837, and an Act entitled An Act to amend an Act to exempt homesteads from sale on execution passed by said Assembly A. D. 1857 and approved February 17. A. D. 1857,

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written, This deed being delivered after execution on this ninth day of October A. D. 1865

Thomas B. Bryan *(Seal)* David Gibson *(Seal)*
Signed sealed and Sarah M. Gibson *(Seal)*
delivered in presence of
J. H. Kales.

State of Illinois }
Cook County } ss.
City of Chicago }

J. Henry H. Hamlin a Notary Public
in and for said City in said County
in the State aforesaid do hereby certify that David
Gibson and Sarah M. Gibson his wife, personally

known to me to be the same persons whose names are subscribed to the foregoing Warranty Deed, appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth. And the said Sarah M. Gibson, wife of the said David Gibson having been by me examined separate, and apart and out of the hearing of her husband and the contents and meaning of the said Deed and all her right under the homestead exemption laws of the State of Illinois having been by me made known and fully explained to her, acknowledged that she had freely and voluntarily executed the same, and relinquished her dower, and all right, title and interest to the lands and tenements therein mentioned, and expressly waived and released all right, claim, benefit, privilege, advantage and exemption under any and all Homestead exemption laws, so called, without the compulsion of her said husband, and that she does not wish to retract the same,

Given under my hand and official seal this sixth day of October A.D. 1865



Henry H. Hamlin

Notary Public.

No 102,680, Filed October 9th 1865

2044
1838

15
Thomas B Bryan ^{and Wife} To
Maurice N Merriman

Per Stps
\$40.00

This Indenture made the tenth (9)
day of October in the year of our Lord
one thousand eight hundred ^{and} Sixty five
(1865) Between Thomas B Bryan and
Jennie B Bryan his wife of Chicago Illi-
-nois party of the first part ^{and} Maurice
N Merriman party of the second part
Witnesseth that the said part of the first
part for and in consideration of the sum
of Forty thousand dollars (\$40,000.00)
in hand paid by the said party of the
second part the receipt whereof is hereby
acknowledgd and the said party of the
second part forever released and dis-
-charged therefrom have granted, - bar-
-gained sold remise released conveyed
aliened and confirmed and by these presents
do grant bargain, sell, remise, release
convey alien and confirm unto the
said party of the second part and to
his heirs and assigns forever all the
following described lot piece or parcel
of land, situate in the County of Cook
and State of Illinois and known and
described as follows to wit:

2057
1839

The following part of Lot No Six (6) Block
Thirty four (34), original Town now City
of Chicago viz: Commencing at the
~~North~~^{South} West Corner of said lot six (6)
running thence along the South line of
said lot Eastwardly forty (40) feet
thence at right angles northwardly Sixty
(60) feet, thence at right angles West
wardly forty (40) feet, thence at right
angles Southwardly sixty (60) feet to the
place of beginning being a portion of the
property conveyed to the said Thomas B
Bryan by Deed of David Gibson and
wife dated October sixth (6) 6th 1865
and in return for which and as a part
of the purchase money therefor the said
Bryan has executed his note payable
ten (10) years after date with Interest
at Eight (8) per cent per Annum paya-
ble semiannually at the Mechanics
National Bank Chicago and has also
executed a mortgage upon said premises
securing said note said deferred pay-
ment being expressly made conditional
and designed to protect the said
Bryan and his assigns from and
against certain claims alleged and
sought to be enforced against said

Gibson and this conveyance is now made subject to said note and mortgage assumed by the Grantor herein as his protection aforesaid.

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise 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 said part either in law or ~~in~~ equity of in and to the above described premises with the hereditaments and appurtenances.

To have and to hold the above said premises above bargained and described with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said Thomas B Bryan and Jennie B Bryan his wife parties of the first part for themselves their heirs executors and administrators do covenant grant bargain and agree to and with the said party of the second part and his heirs and assigns that at the time of the executing and delivery of these

resents they are well seized of the premises above conveyed as of a good and perfect absolute and indefeasible estate of inheritance in the law in fee simple and have good right full power and lawful authority to grant bargain sell and convey the same in manner and form aforesaid and that the same are free and clear from all former and other grants bargains sales liens taxes assessments and incumbrances of what kind and nature soever and the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof the said party of the first part shall and will warrant and forever defend

Subject nevertheless to the Mortgage herein before mentioned with the note thereby secured for the sum of Twenty five Thousand Dollars (\$25,000.00) payable as aforesaid and which the said Merriman hereby assumes to pay according to the terms and conditions

of the said mortgage reference therunto in
the records of said Cook County is hereby
made for a more accurate understanding
of the same — And the said Thomas
B Bryan and Jennie B Bryan parties of
the first part hereby expressly waive and
release any and all right benefit, priv-
-ilege advantage and exemption under
and by virtue of any and all Statutes of
the State of Illinois providing for the
exemption of homesteads from sale on ex-
-ecution or otherwise and especially under
the Act entitled "An Act to Exempt
homesteads from sale on Execution."
passed by the General Assembly of the State
of Illinois AD 1851 and approved Feb-
-ruary 11 AD 1851 and an act entitled
"An Act to amend an Act entitled "An
Act to Exempt homesteads from sale on
Execution" passed by said Assembly AD
1854 and approved February 17 AD 1854
In Witness Whereof the said parties of
the first part have hereunto set their
hands and seals the day and year first
above written.

Thos B Bryan (Seal)
Jennie B Bryan (Seal)

District of Columbia } ss.
Washington County }

I, M N K, Kendig, Notary
Public in and for said County certify that
Thos B Bryan and J B Bryan personally
known to me to be the same persons whose
names are subscribed to the foregoing
Warranty Deed appeared before me this
day in person and acknowledged that they
signed sealed and delivered the said Instru-
-ment of writing as their free & voluntary
act for the uses ^{and} purposes therein set forth

And the said Jennie B Bryan wife of the
said Thos B Bryan having been by me
examined separate and apart and out of the
hearing of her said husband and the Contents
and meaning of the said Deed having been
^{fully explained} ~~and~~ ~~described~~ to her by me
- ~~fully~~ made known and acknowledged that she had freely & volun-
-tarily executed the same and relinquished
her dower ^{and} all right title ^{and} interest to
lands ^{and} tenements therein mentioned and
expressly waived ^{and} released all right claim
benefit, privilege, advantage ^{and} exemption in
- der any and all homestead exemption so called with
- out the compulsion of her said husband and that she does
not wish to retract the same. Given under my
hand and Notarial Seal this seventeenth day of
October A D 1865.

M N K Kendig
Notary Public

1847
2652
No 103 607 Filed 25th October 1865 (Seal)

New York

14th May 1836.

Statement

of Lands in the state of Illinois and Lots in the Town of Chicago bought by Henry King and Simon Hyde and owned by them in equal shares, viz:

| When bought | Description | Cost prices | Amount now paid 14 May - |
|-------------|--|-------------|--------------------------|
| June 15 | Bought by H. King at Chicago of Mr Ogden | | |
| | Block 15 Lot 9 = 50x100 King's addition | 880 | |
| | " 1 " 5. 40x100 Wolcott's addition | 585 | |
| | " 4 " 1 " " " | 910 | |
| | " " " 2 " " " | 650 | |
| | " 6 " 3 " " " | 400 | |
| | " 14 " 4 " " " | 210 | paid 5 August 908 75 |
| | " 4 " 4 " " " | | |
| | " 6 " 4 " " " | | |
| | " 11 " 9 " " " | | |
| | " " " 13 " " " | | |
| | " 15 " 7 " " " | 3210 | 321 " |
| | " " " 10 " " " | | |
| | " " " 11 " " " | | |
| | " " " 13 " " " | | |
| | " 9 " 4 . 50x100 King's addition | | |
| | | 6845 | 1229 75 |

2068
1845

| | | | | | | |
|------------------------|---|--------------|--------|------|-------|----|
| | | forward | 68 1/2 | 1229 | 45 | |
| July 10 | Block 14 Lot 3 at the fork of the North and South Rivers of Ft. Bronson 25 x 100 | | 910 | 303 | 33 | |
| | Water Lots in Kingies addition nos 26 and 28, 60 feet by 300 deep on the north side each | | 7000 | 1808 | 34 | |
| | The like No 24 of Newbury | | 3500 | 1552 | 50 | |
| | The above three Lots stretch across south over a considerable preparation of the sand bar to the Lake Michigan. | | | | | |
| Febry | Water Lots 15, 16, 17 in Woolcotts addition bought of Wright & Goodricks for | | 15,500 | 5584 | 39 | |
| | One tenth of an interest in a purchase made by Chas Butter called the Hunter property bought by S Hyde of Ft. Bronson in Octr 1835 for acquirement, original cost \$ 10,000 for which we paid 100 percent | | 20,000 | 3351 | 91 | |
| | 2065 Acres Land by Mr Grant in Janry last in which he has also an interest near the termination of the Canal on Illinois River at \$ 1.25 per Acre | | 2584 | 09 | 2584 | 09 |
| March 16 th | 320 Acres Land about 10 miles from Chicago of | \$3 per acre | 960 | | | |
| | 141 Acres 1/4 miles from | \$4 " | 684 | | | |
| | 78 " at Kankakee | | 1056 | | | |
| | 640 Acres near the termination bought by S. Hyde of J Grant at \$5 per acre | | 3200 | 1000 | | |
| | | \$ | 62239 | 09 | 17414 | 31 |

1846

forward 62,239.09 - 14,414.81

One third interest in 448
Acres of Land at Haukakee in
Conn. with Bruce Shepherd &
A Garrett at \$24 per Acre.

3810.00

\$ 66049.09

The above described Property being owned by
us in joint account, when sold and paid for
the profits or losses to be equally divided Witness
our hand & seals

Simon Hyde

Henry Sims.

Witness

Geo. B. Hyde.

New York 14th May 1836.

Simon Hyde

to
N.
James H. Hyde

Mortgage

To all whom these presents shall come greeting whereas by a certain Indenture of Mortgage lately made I Simon Hyde of the City of New York one of the parties to the annexed agreement did convey certain of the lands in the said agreement mentioned by way of Mortgage to James ^{N.} Hyde of Brooklyn Kings County New York to secure all advances previously or subsequently made by said James ^{N.} Hyde to said Simon Hyde or to Mrs Hyde, Harris & Roosevelt of the City of New York and whereas the title to none of said lands is legally vested in me although I am equitably entitled to one ^{part} undivided half thereof as on reference to said agreement will appear now know ye the more fully to secure the said James ^{N.} Hyde and in consideration of one dollar to me in hand paid to the said Simon Hyde do hereby grant assign transfer and set over unto the said James ^{N.} Hyde all my estate right title interest

Claim demand in law and in equity
of ~~in~~ ^{or} ~~and~~ to the lands and premises
mentioned and described in the
annexed agreement together with the
appurtenances to have and to hold
the same unto the said James ^{N. D.} Hyde
his heirs Executors administrators
and assigns forever provided
nevertheless and these presents are
upon the express condition that if
the said Simon Hyde or the said
Hyde, Harris & Roosevelt or any or
their heirs Executors administrators
or assigns or any of them shall
well and truly pay unto the said
James ^{N.} Hyde his Executors, admin-
-istrators or assigns ~~or any of them~~
~~shall well and truly pay unto the said~~
~~James N. Hyde his Executors admin-~~
-istrators or assigns all sums of
money which said James ^{N. D.} Hyde has
lent or advanced ^{me} or ^{at any time} lent
or advanced to me and the said Hyde
Harris & Roosevelt when the same
shall become due and payable
and pay or cause to be paid all
notes acceptances and endorsements
made for the accommodation of or lent

to me or the said Hyde Harris & Roosevelt
~~when the same shall~~ by the said
James ^N Hyde and all interest that
shall accrue thereon and will save
and indemnify and keep harmless
the said James ^N Hyde his executors
administrators all actions judgments
executions damages expenses payments
& charges which may accrue or
happen to the said James ^N Hyde
his heirs executors ^{or} Administrators from
or by reason of any advances endorse-
ments acceptances made by said
James ^N Hyde in favor or for the
accommodation of me the said
Simon Hyde or of Hyde Harris &
Roosevelt or in consequence of credit
in any way given to or liabilities
any way incurred by the said James
^N Hyde in favor of me or the said
Hyde Harris & Roosevelt thus these
presents and all the Estate and
right hereby granted shall cease
determine and become absolutely
void and of no effect anything
herein to the contrary notwithstanding
In witness whereof I the said
Simon Hyde have hereunto set my

2068
1850

Shand and seal the 5th day of Dec^r
AD 1836

(sg) Simeon Hyde (S.S.)
sealed & delivered
in presence of
John S Woodward

State & City County of New York S.S.

On this 5th day of Dec^r AD
1836 before me came Simeon Hyde
to me known to be the individual described
in and who executed the foregoing
instrument and acknowledged that
he executed the same

(Sg) John S Woodward
Comm^r of Deeds

State of New York City } S.S.
And County of New York }

Thomas Jeremiah Cler.
of the City and County of New York
do hereby certify that John S Woodward
whose name is subscribed to the
certificate of proof or acknowledgment
and thereon written was at the time
of taking such proof or acknowledgment
a Commissioner in and for the City
and County aforesaid dwelling

in said City Commissioned and sworn
 and duly authorized to take the
 same and further that I am well
 acquainted with the handwriting of
 such Commissioner and hereby believe
 that the ^{signature to the said} Certificate of proof or
 acknowledgement is genuine.

In testimony whereof I have here
 unto set my hand and affixed the seal
 of said County the 8th day of April
 A.D. 1834
 (L.S.) (Sg) Thomas Jernial CLK

Statement of the lands in the State of
 Illinois and lots in the Town of Chicago
 bought by Henry King and Simon Hyde
 and owned by them in equal shares.

| When bought | Description | Cost | Am't paid premise 17 May |
|-----------------|--|------|-----------------------------|
| 1835 June 15 | Bought by Henry King at Chicago of Mr Ogden Kinsie Adl Block 15 Lot 9. 50x100 | 880. | |
| " | 1 Lot 5. 40x100. Wolcotts | 585. | |
| " | 4 " 1. " " " " | 910. | |
| " | " " 2. " " " " | 650. | |
| " | 6 " 3. " " " " | 400. | P ^d Aug |
| " | 14. 4. " " " " | 210. | 908.75 |
| " | 4 " 4 " " " " | | |

2070
 1852

When Bought

| When Bought | Description | Value | Notes |
|-------------|--|-------|--|
| | Block 6 lot 4. 40 X 100 | | Walcott's add |
| | " 11 " 9 | | " " |
| | " " " 13 | | " " |
| | " 15 " 7 | | " " |
| | " 15 " 10 | | " " |
| | " 15 " 11 | | " " |
| | " 1 " 13 | | " " |
| | " 9 " 14. 50 X 100. | 3210. | King's add 324 P ^d 18 Dec ^r rivers |
| July 10 | " 14 " 3. at the fork of the north & south of F Bronson | 910 | 333.33 P ^d 23 ^d July |
| | Two water lots in King's add No 26 + 28 | 7000. | 1868.34 |
| | do do No 27 do 60 X 300 of Mr Newberry | 3500. | P ^d 13 Oct |
| | The above three lots extend south over a considerable portion of the sand bar to the Lake Michigan. | | |
| Feb 1836 | Water lots 15. 16. 17 in Walcott's add | 15500 | 5584.39 |
| | bought of Wright & Goodrich our tenth of interest in a purchase made by Charles Butler called the Hunter property bought by S Hyde of F Bronson in Oct 1835 for agreement original cost \$10,000 in which we paid 100 per cent adv | | |
| | | 20000 | 3351.91 |

9071
1853

2065 acres of land entered by Mr Grant in Jan^y last in which he also has an interest near the termination of the Canal on Illinois River @ \$1.24 per Acre \$2548.09

March 16 320 acres of land about 10 miles from Chicago of @ \$3. per Acre 960.

141 Acres 4 miles from Joliet at \$4. 564.

48 acres at Kankakee for 10.56.

640 , near the termination of the Canal bought by B Hyde of J Grant @ \$5. per Acre 3200.

One third interest in 448 Acres of land at Kankakee in lco with Pusey & Shepard and A Garrett @ \$24. per Acre 3810.

\$66049.09 \$14414.31

The above described property being owned by us on joint account when paid for and sold the profits and losses to be equally divided Witness our hands & seals

New York 14th May 1836 } (Sig) Henry King (I.S.)
 Witness Geo B Hyde } (Sig) Simon Hyde (I.S.)

Done May 4 1834 and Recorded on the 5th May 1834

Rich^d F Hamilton
 Recorder.

2072
 1854

M.M.

Feb 1836 Henry King and Simon Hyde
as Copartners purchased Water lots 15
16th 17 in Holcotts addition of Wright
and Goodrich. The three promissory
notes made by Reynolds Jenkins et al
payable to the order of Henry King
and endorsed by him and now held
by James H. Res as a claim in the Edridge
Gibson case were given to King for part
of the purchase money of said
premises and transferred by en-
-dorsement to the said Simon Hyde

The Certificate of the County Clerk is
sufficient to authorize a certified
copy to be used on proving loss of
original

Stat 1854 O.B. Leask's Ed
pp 964 - 969 - 972 35
20 Ills p 397 + 8 et seq

State of Illinois } Superior Court of
County of Cook } S.S. Chicago In Chancery

"Cancelled
5 April 1866"

David Gibson }
vs } Original Bill
Edward Eldridge et al }

James Rees } (Supplemental Bill)
vs }
David Gibson et al }

The deposition of Grant Goodrich a witness produced, sworn, and examined on the part of the afore named David Gibson taken before me Ira Scott Master in Chancery of the Superior Court of Chicago at my office in Chicago this fifth day of April AD 1866 pursuant to the stipulation of the Solicitors of the respective parties in said cause for the taking of proofs therein before said Master - the said Gibson and above named James R Rees appearing at said time and place by their respective Solicitors

1866 April 5th. Grant Goodrich a witness produced sworn and examined on the part of the Complainant David Gibson deposes and swears
1856

I know Tammam & Wright. I was in no otherwise associated with him than in buying and selling jointly with him several pieces of Real Estate.

In the early part of 1836 we sold to Henry King three water lots, the first one west of what is now Rush Street bridge on the north side of the river in King's addition. I think we never sold any other Real Estate to Henry King. I am confident not. The paper now shown me dated Feby 3^d 1836 marked Compt Gibsons Exhibit N^o 1 is the original agreement made between us and said Henry King. The payment provided for in the second Article of this Agreement was made by drafts drawn by King on Simon Heyden payable to our order. They were endorsed I think to T.G. or George G Camp. They were negotiated to Camp to take up a note of four or five thousand dollars which Wright and I had given to Camp. I never had any notice or intimation but that they were paid and supposed they were paid.

Subscribed and sworn to

This 5th day of April Grant Goodrich
A.D. 1866 before me

Ira Scott

Master in chancery of the
Superior Court of Chicago

1857

The following Documentary proofs were introduced before said Master on the part of said David Gibson

First

Articles of Agreement bearing date Feby 3^d A^d 1836 executed Between Truman G Wright & Grant Goodrich of the first part and Henry King of the second part. By which the parties of the first part in Consideration of the payments and Covenants to be made and performed by the parties of the second part agree to sell to said party of the second part all of those certain Water Lots situate lying and being in King's addition to the town of Chicago in the County of Cook and State of Illinois known and described in the survey of said addition as fractional Water Lot Number fifteen /15/ Entire Water lots number sixteen /16/ and seventeen /17/ a plat of which said survey is filed ^{and} recorded in the office of the recorder in and for said County by which said party of the second part agreed to pay the parties of the first part for said premises the sum of Fifteen thousand five hundred dollars in manner specified in said agreement

Said agreement is referred to and made

2075
1858

a part of deposition of the witness Grant
Goodrich hereto annexed and marked Exhi-
-bit No 1. On the back of said agree-
-ment is an assignment thereof over the
hands and seal of T G Wright and
Grant Goodrich assigning and trans-
-ferring said agreement to Ebenezer Jackson
Said agreement & assignment are
herewith returned marked ("Gibsons Exhi-
-bit No 1")

Second A certified copy of a Bill of Complaint
filed in the Municipal Court of the City
of Chicago in a certain cause wherein
E Reynolds et al were complainants and
George T Allen was Defendant.

Said certified copy is herewith returned
marked "Compl Gibsons Exhibit No 2"

State of Illinois }
County of Cook }
S. S. Superior Court of
Chicago in Chancery

David Gibson }
vs }
Edward Sedgwick }
Original Bill

James N. Res }
vs }
David Gibson et al }
Supplemental Bill

I, Ira Scott, Master in Chancery
of the Superior Court of Chicago do hereby
certify that before the commencement of the
examination of the witness ~~as named~~
whose name is subscribed to the foregoing
deposition he was by me duly sworn
according to law and that the same was
taken upon oral interrogatories propounded
to said witness and was subscribed
and sworn to by said witness before me
on the 5th day of April A.D. 1866 and that
the same with the documentary evidence
hereinbefore described and returned by me
as Exhibits are all the proofs taken before
me on the part of said David Gibson in
this Cause -

Dated Chicago Illinois May 8th 1866. Ira Scott
Master in Chancery

1860

9075

Master in Chancery

(Gibsons Exhibit No 1.)

Articles of Agreement made and entered into
this third day of February A.D. eighteen hundred
and thirty six by and Between Truman S Wright
and Grant Goodrich of the first part and Henry
King of the second part all of Cook County in
the State of Illinois - Witnesseth -

First That the said parties of the first part her
and in consideration of the payments and
Covenants to be made & performed by the
said party of the second part as hereinafter
mentioned do agree to sell and do hereby sell
unto the said party of the second part all
of those certain water lots situate lying and
being in Kings addition to the town of Chicago
in the County of Cook and State of Illinois
and known and described in the survey
of said addition as fractional water lot
number (15) fifteen entire water lots number
(16) sixteen and ⁽¹⁷⁾ seventeen a plat of which
said survey is filed and recorded in
the office of the recorder in and for said
County to which reference may be had
for further description.

Secondly The said party of the second part
agrees to buy of the said parties of the first
part the above described lots and fractional
lots for the sum of Fifteen thousand and
five hundred Dollars to be paid by the said

9080
1861

party of the second part~~s~~ to the said parties of
the first part in manner following to wit;
to draw two certain and proper drafts
each for the sum of two thousand seven
hundred and fifty Dollars bearing an
interest of seven per cent upon
of and payable at the City of
New York to the order and for the use
of the said parties of the first part - one
of said drafts payable as aforesaid within
or at thirty days after the sight or present-
ment thereof to the said drawee Simon
Hyde the other for the like sum
and bearing the like interest and upon the
same person payable to the order and for
the use of the said parties of the first
part within or at seventy days after the
sight or presentment thereof ^{to} the said
Drawee Simon Hyde which said
drafts for each of the sums aforesaid of
two thousand seven hundred and fifty
dollars and payable as aforesaid with
the said interest thereon, the said party of
the second part agrees to draw and deliver
to the said parties of the first part upon the
signing and delivering of these presents
which said drafts and each and every
of them the said party of the second part

4084
1862

Covenants and agrees shall be paid and satisfied at their maturity fully and without delay or default to the said parties of the first part or their endorses according to their and each of their true intent and meaning.

Thirdly The said party of second part further agrees to and with the said parties of the first part that he will assume and pay or cause to be paid a certain Bond secured by a Mortgage upon the said lots both of which were executed and delivered by the said parties of the first part to Arthur Bronson of the City of New York on the ninth day of June AD (1835) eighteen hundred and thirty five which said Bond and Mortgage they the said parties of the first part became and are liable to pay to the said Arthur Bronson Five thousand and five hundred dollars on the ninth day June AD one thousand Eight hundred and thirty six and interest thereon from the day of the date thereof at the rate of ten per centum per Annum in the City of New York at such place as the said Arthur Bronson shall direct and in the default of any such direction at the Phoenix Bank in said City which said Bond and Mortgage with all the covenants payments and

liabilities to be performed made and sustained by reason and the intent and meaning thereof by the said parties of the first part and he the said party of the second part agrees to assume perform pay & sustain and exonerates the parties of the first part from all liability by reason and means thereof.

Fourthly And the said party of the second part doth further promise and agree to and with the said parties of the first part to pay them the further sum of four thousand one hundred and forty two dollars and fifty cents in one year from the day of the date hereof with interest thereon at and after the rate of seven per Centum per Annum.

Fifthly And the said parties of the first part do hereby covenant and agree to and with the said party of the second part, that if he the said party of the second part shall will and truly pay or cause to be paid the said several sums of money above mentioned at the time and times and in manner and form above specified and agreed by him to be paid and each and every of them without delay or defalcation and shall keep

2053
1864

• and perform well and truly each and every of the Covenants and Covenants, promises and promises by him as above agreed and promised to be performed and kept according to the true intent and meaning of the same then and in that case and upon said payment and payments performance and performances fully and completely made and kept they the said parties of the first part will well and truly convey for cause to be conveyed unto the said party of the second part the above described lots and fractional lots and each and every of them by a good and sufficient Warranty Deed in fee simple with release of dower and free from all encumbrances and shall and will do and perform each and every of the promises and agreements by them agreed to be performed and kept according to the true intent and meaning of the same.

It is agreed and understood by and between the parties to the aforesaid Instrument that the promises and covenants therein contained shall extend to and be binding upon their and each of their heirs executors administrators and assigns.

In Witness whereof the parties to the

aforesaid agreement have herewith interchan-
 - geably set their hands and seals the day
 and year first above written
 signed sealed } T. G. Wright (Seal)
 & delivered in } Grant Goodrich (Seal)
 presence of } Henry King (Seal)

For a good and valuable consideration
 to us in hand paid as specified in a certain
 bond to us given this day and executed by
 Ebenezer Jackson by his attorney Garden S
 Hubbard we do hereby assign and set over
 to the said Ebenezer Jackson all our right
 title claim and demand to and in the pay-
 - ment in the within bond mentioned to be made
 to us by Henry King due on the third day of
 February ^{AD} ~~one~~ ^{the} eighteen hundred and
 thirty seven such payment so due and
 payable to us being four thousand one hundred
 and forty two dollars and fifty cents and
 interest thereon as herein expressed -

Given under our hands and seals this
 twenty sixth day of April AD eighteen hundred
 and thirty six } T. G. Wright (Seal)
 In presence of } Grant Goodrich (Seal)
 Witnesses } (Endorsed)

Thos S Greenwood

Comptt Publics Exhibit 1
 sworn to in deposition of
 Grant Goodrich

Ira Scott
 master &c

Filed May 8, 1868.

9085
 1866 T. B. Carter Clerk

19

To The Honorable Thomas Ford
Judge of the Municipal Court of
the City of Chicago in Chancery
sitting — Showeth unto your honor
your Orators Thomas Jenkins, Eric
Reynolds & Vincent S. Lovell, that
on the third day of November in the
year of our Lord one thousand eight
hundred and thirty six at the City of
Chicago your Orators entered into a
Contract or Articles of agreement
with Henry King of the City of Chicago
by which agreement the said King
consented and agreed in Consideration
of the sum of Seventeen thousand
dollars to be paid to him by your
Orators as hereinafter mentioned to
sell and Convey to your orators a
certain lot of land in the City of
Chicago being lot number seventeen
and the East half of water lot no.
sixteen in King's addition to the
said town of Chicago. And your
Orators in and by the said agree-
ment consented and agreed to pay
to the said King therefore the said
sum of Seventeen thousand dollars
in manner following to wit,

2086
1867

Three thousand and dollars on or before
the third day of February next after
the making of the said articles of
agreement and the remaining sum
of fourteen thousand dollars in
four equal payments of three
thousand five hundred dollars
each the first to be paid nine months
from the date of said articles of agree-
ment the second in fifteen months the
third in twenty one months and
the fourth in twenty seven months
at the rate of seven per cent on all of
the said payments, and also that
your orators moved upon the said
third day of February upon the
said King's executing to your orators
a Deed of the said premises execute
to the said King a mortgage upon the
said premises to secure the payment
of the said sum of fourteen thousand
dollars as aforesaid and also that your
Orators should execute to the said King
their promissory notes for the said
payments at the time of signing the
said articles of agreement And the
said King further Covenanted and
agreed in the said Articles of agree-

ment that if your orators would pay the said sum of three thousand dollars on the third day of February aforesaid and execute and deliver to him the said mortgages or notes above mentioned that he the said King would execute and deliver to your orators a good and sufficient Warrant Deed of the premises aforesaid in fee simple free from incumbrances - as by reference to the said articles of Agreement a copy whereof is hereto annexed and which your orators pray may be taken as a part of this Bill of Complaint the original whereof is in the possession of your orators signed and sealed by the said King and your Orators ready to be produced, will more fully and at large appear.

And your Orators further shew unto your Honor that at the time of the execution of the said articles of agreement your orators agreed to pay the said King the sum of three thousand dollars on or before the said third day of February

then next and who executed to the said King this four several promissory notes for the said sums of three thousand five hundred dollars each payable in nine fifteen twenty one and twenty seven months as specified in the said articles of agreement

And your Orators further show that at the time of the execution of the said articles of agreement the said King represented to your Orators that he had a good title to the said premises and had full power to sell and convey the same

And your Orators further show that after the execution of the said articles of agreement and on or about the third day of February thereafter they paid to the said King the said first payment of three thousand dollars and your Orators further show unto your Honor that on or about the month of March in the year one thousand eight hundred and thirty seven your Orators discovered that the said King had no

title whatever to the said lot, that he merely held a contract for the said lot and had not made the payments upon the said Contract, but had forfeited all claim to the said lot. your orators then applied to the said King to refund to them the said sum of three thousand dollars which they had paid him upon the said lot and to surrender the said remaining four promissory notes which your orators had executed to him as aforesaid; the said ~~Henry~~ King admitted to your orators that he had no title to the said lot and that he had forfeited the said Contract which he held for the said lot and had no intention of ever paying for the said lot and he thereupon some time in the month of August in the year 1834 refunded to your orators the said sum of three thousand dollars which your orators had so paid to him as aforesaid and agreed that the said Contract should be null and void to surrender up to your

2090
1871

Orators the said remaining four promissory notes. He informed your Orators that he had left the said four promissory notes in the City of New York with a Mr Simeon Hyde with whom he was concerned in business that he the said King was going to New York in a short time and would get the said notes and give them up to your orators.

And your Orators show that the said King went to New York some time last Fall and has not since returned and as your orators believe or have been informed he does not intend to return to Chicago again.

And your Orators further show that at the last January term of this Court a suit at law was commenced against your Orators in this Court in favor of one George F Allen upon the said note of three thousand five hundred dollars payable in nine months after the date thereof and your Orators further show that the attempt to collect the said note of your Orators under the circumstances is a

fraud upon your orators. and
your Orators further show unto your Honor
that they have reason to believe and do
believe and therefore charge that the
said note was not transferred or placed
in the hands of the said George F Allen until
after it became due and that the said
George F Allen received the said
~~George F Allen~~ note with a full
knowledge of the consideration for which
the same was given and of the failure
of the consideration thereof ^{and} aforesaid
And your orators further charge that
the said note has ^{never been} absolutely transferred
to the said Allen for a good and
valuable consideration but merely
placed in the hands of the said
Allen to collect for the benefit of the
said King and your orators well
hoped that the said Allen would have
delivered up the said note ^{to} your orators
to be cancelled but now so it is may it
please your Honor that the said Allen
and the said King working and confederately
together to defraud your orators have refused
to deliver the said note up to your orators
and the said Allen is proceeding
with the said suit against your Orators.

in the said Municipal Court and for as
much as your orators cannot sufficiently
prove the said premises and the manner
and the manner in which the said note
came into the hands of the said Allen
and the time when and that he had notice
of all the premises at the time he rec-
- eived the said note unless the said Allen
be compelled to make a discovery under
oath to all and singular the matters
and things charged and stated in this
Bill of Complaint, to the end therefore
that the said George F Allen may full
just and perfect answers make to all
and singular the matters and things
charged in this Bill of Complaint, para-
graph by paragraph as if the same
were herein particularly repeated and
that in particular he set forth and dis-
- course when how and where he became
possessed of the said note and upon what
consideration and when and how and to
whom paid and whether he has any
and what interest in the said note
and whether he had not notice of the
consideration for which the said note
was given and the failure of the consid-
- eration before or at the time the note came

JS

7023
1874

to his hands or what notice he did have
and what interest the said King has in
the said note and whether the said King
has not the right to control the said
— and whether the said suit upon the said
note is not prosecuted for the benefit of
the said King and also that the said
George F Allen his agents attorneys and
counsellors may be restrained by an
Injunction of this Court from further
prosecuting the said action at law
upon the said note until the coming in
of the answer of the said Allen to this
Bill of Complaint and that your Ora-
- tors may have such further and other
relief as may be agreeable to equity.

May it please your Honor to grant
unto your orators a Writ of Injunction
directed to the said George F Allen his
agents attorneys ^{and} Counsellors, Com-
- manding them and each and every of
them to desist from further prosecuting
the said suit in favor of the said George
F Allen in the said Municipal Court
against your orators and that a Sum-
- mon may be issued requiring the said
George F Allen to appear at the next
term of this Court to answer to the said

Bill of Complaint according to the practice
of this Court and your Orators as in duty
bound will ever pray

Thomas Jenkins

Eri Reynolds

Vincent S. Small

City of Chicago S.S. Eri Reynolds and
Thomas Jenkins Complainants in the above
bill of Complaint, being duly sworn say
that they have read the said bill of Complaint
or had it read and know the contents
thereof and that the matters and things
therein stated so far as they relate to the
acts and deeds of these Deponents are
true and so far as relate to the acts and
deeds of others they believe to be true.

Eri Reynolds

Thos Jenkins

Sworn before me this
14th day of April 1838
in open Court

H. L. Bucken Clerk

State of Illinois } p.o.
Cook County } I William L Church
Clerk of the Circuit Court of
Cook County State of Illinois hereby cert-
ify that the foregoing is a correct and
complete copy of a Bill of Complaint
filed in the Municipal Court of Chicago
(the records and files of which Court have
been transferred to the Circuit Court of
Cook County aforesaid) on the 23^d day
of April 1838 in a certain cause
then pending in said Municipal Court
on the Chancery side thereof in which
Eri Reynolds and others were Complai-
nants and George F Allen defendant.

Seal

Witness my hand and the seal
of said Circuit Court this 28th
day of December AD 1865

"Cancelled"
57 Rev Lpp"

Wm L Church
Clerk

20

In the Municipal Court of the City of Chicago.

George F. Allen

v.

Assumpsit

Eri Reynolds, Thomas
Jenkins & Vincent S. Drell

This was an action instituted by
said plaintiff against said defendants in
said Court on the 13th day of ^{December} April, 1837.
A declaration was filed in said cause, &
is in the words and figures following
to wit:

7098
1878

State of Illinois } ss.
City of Chicago } Municipal Court of
the City of Chicago of the March
Term AD 1838

George Allen Plaintiff in this suit by
Spring and Goodrich his attorneys com-
- plains of Eric Reynolds, Thomas Jenkins
and Vincent S. Lowell defendants in this
suit being in custody & of a plea of
trespass in the case upon promises, For
that whereas heretofore, to wit: on the third
day of November in the year Eighteen
hundred and thirty six at Chicago aforesaid
the said defendants made their certain
promissory note in writing and thereby then
and there nine months after the date
thereof jointly and severally promised to
pay to the order of one Henry King at the
Branch of the State Bank of Illinois
at Chicago thirty six hundred ^{and} eighty
five dollars and seventy nine cents for
value received and then and there deliv-
- ered the said note to said Henry King
and the said Henry King then and there
endorsed and delivered the said note to
one Simeon Hyde and the said Simeon
Hyde then and there endorsed and

~~2099~~
1879

delivered the said note to the said plaintiff
by means whereof and by force of the stat
ute in such case made and provided
they the said defendants there and then
became liable to pay said plaintiff the
sum of money specified in said note
according to the tenor & effect thereof and
being so liable they the said defendants in
consideration thereof afterwards to wit on
the day and year & at the place aforesaid
undertook and then & there faithfully pro
- mised said plaintiff to pay him the sum
of money specified in said note according
to the tenor and effect thereof.

And also for that whereas the said
defendants afterwards to wit: on the day
& year and at the place aforesaid, made
their certain other promissory note in
writing and thereby then and there nine
months after the date thereof jointly and
severally promised to pay to the order of
one Henry King at the Branch of the State
Bank of Illinois at Chicago thirty six
hundred and eighty five dollars and
seventy nine cents for value received and
then and there delivered the said note to
the said Henry King and the said Henry
King then and there endorsed and

delivered the said note to the said plaintiff
by means whereof and by force of the
Statute in such case made and pro-
- vided they the said defendants then and
there became liable ^{to} pay to said plaintiff
the said sum of money specified in said
note according to the tenor and effect
thereof. And being so liable they the
said defendants in consideration ^{thereof} of after-
- wards to wit on the day and year and at
the place aforesaid undertook and then
there faithfully promised the said plaintiff
to pay him the said sum of money in said
note specified according to the tenor and
effect thereof - And yet the said defendants
although often requested so to do have not
yet paid said note nor any part thereof
to said plaintiff, but to pay the same or
any part thereof have hitherto wholly
neglected and refused and still do refuse
to the damage of said plaintiff of Four
Thousand ~~and~~ Five hundred dollars and
therefore he brings his suit &c and the
said plaintiff avows that the said cause of
action occurred in the City of Chicago
aforesaid

Spring & Goodrich
Plffs Attys.

Copy note.

#3685. ⁴⁹/₁₀₀

Chicago 3^d November 1836

Five months after date we jointly
and severally promise to pay to the
order of Henry King (at the branch of
the State Bank of Illinois at Chicago)
Thirty six hundred and Eighty five ⁴⁹/₁₀₀ Dollars
for value received
Endorsed "Henry King" Eric Reynolds
Pay to the order of Simeon Hyde Thos Jenkins
"Simeon Hyde" Vincent S. Lovell

To which declaration, a plea was afterwards,
to wit, on the 11th day of April 1838, filed in the
words and figures following, viz:

Municipal Court of the City of Chicago,
April Term 1838.

George F. Allen

v.

Assumpsit

Eric Reynolds, Thomas
Jenkins & Vincent S. Lovell

And the said defendants by
Scammon his Attorney, comes and defends
the wrong and injury wherein, and for plea

10002
1882

say, that they did not undertake and promise
in manner and form as the said plaintiff
hath above thereof, complained against
them, and of this they put themselves up-
on the country &c.

Scammon pro. defts

Afterwards, to wit, on the 5th day of September
1838, an order of dismissal was entered in
said cause, in said Court, in the words
and figures following, to wit,

George F. Allen

vs.

Assumpsit

Thomas Jenkins Vincent S.

Srdl & Eric Reynolds

On motion of Goodrick, Atty
for plaintiff, it is ordered that this cause be dis-
missed at the plaintiffs costs.

Therefore it is considered by the Court that said
defendants do recover of said plaintiff their
costs and charges by them about their
defense herein expended.

Articles of Agreement made and entered
into this third day of November Eighteen hundred
and thirty six, between Henry King of Cook County
in the State of Illinois of the first part and
Thomas Jenkins Eric Reynolds and Vincent Lull
of the same place of the second part - Witnesseth
that the said party of the first part for and in con-
sideration of Seventeen Thousand Dollars to be paid
to the said party of the first part by the said par-
ties of the second part as hereinafter mentioned & of
the covenants to be performed by the said parties of the
second part doth hereby agree to sell to the said parties
of the second part Entire Water Lot number Seventeen
and the East half of Water Lot number Sixteen in Kings
addition to the Town of Chicago in the State of Illinois
and the said parties of the second part do hereby agree to
and with the said party of the first part that they will
purchase the above described premises and will pay him
therefor the sum of Seventeen thousand Dollars aforesaid
in manner following to wit: Three thousand dollars
on or before the third day of February next and the
so remaining sum of Fourteen thousand dollars
part and parcels of the said Seventeen Thousand dollars
in four equal payments of Three thousand and five
hundred dollars each the first to be paid in nine
months from this date the second in fifteen months
the third in twenty one months and the fourth in twenty
seven months from this date with interest at the rate

Read at hearing by Henry King
No. 39.

10005
1884


of seven per cent on the said Three thousand dollars first above mentioned & all the subsequent payments and also that they the said parties of the second part will on the said third day of February next execute and deliver to the said party of the first part upon his delivering of a deed of the premises aforesaid as hereinafter mentioned a mortgage upon the premises aforesaid to secure the payment of the said Fourteen thousand dollars and interest thereon from this date and also execute their promissory notes for the same at the time of signing this agreement. And the said party of the first part doth hereby covenant and agree with the said parties of the second part that if they shall will and truly pay or cause to be paid to the said party of the first part the aforesaid sum of Three thousand dollars on the said third day of February next without default or delay and execute & deliver the said mortgage & notes above mentioned that he the said party of the first part will execute & deliver to the said parties of the second part a good and sufficient warranted deed for the premises aforesaid in fee simple free of incumbrances The premises hereby sold front Ninety feet on North Water Street and Ninety feet upon the Chicago River And it is further agreed between the said parties to this agreement that the covenants & promises herein contained shall extend to & be binding upon the respective heirs & personal representatives of the said parties In witness whereof we


10000
1885


have hereunto set our hands and seals this third day
of November AD Eighteen hundred and thirty six.

In presence of

B. J. Gunn

Henry King 

Thos Jenkins 

Eri Reynolds 

Vincent S. Lovell 

(Endorsed) Agreement, Henry King with
Thos Jenkins Eri Reynolds and Vincent S. Lovell.

Extract from exhibit "A." of the deposition of Ann
 G. King, being on page 76. of Henry King's book
 of accounts.

| | | | |
|--|----|------------|----------|
| Eli Reynolds, Thos Jenkins + Vincent Lovell | Dr | Water Lots | 15.16.17 |
| For Lot 17 half of Lot 16 sold 3 ^d inst Pay. \$3000. 3 ^d mo. residue 9.15.21.27 mo's | | | 17000. |

| | | |
|--|--------------|---------|
| E. Reynolds, Thos Jenkins + V. Lovell | Dr. Interest | 1530 66 |
|--|--------------|---------|

| | | |
|------------------|--|-----------------|
| Bills Receivable | Dr. E. Reynolds, Thos Jenkins + V. Lovell | |
| | for their notes 9. mo's | 3685.79 |
| | 15. " | 3808.29 |
| | 21. " | 3930.79 |
| | 27. " | 4053.29 |
| | | <u>15478.16</u> |

| | | |
|------------|---|----------|
| Simon Hyde | Dr. Bills Receivable | |
| | For the above notes sent in my letter of 4. inst. | 15478.16 |

(Copy)

Know all men by these presents that
I Edward G Hyde of the City of
New Orleans and State of Louisiana
am held and firmly bound unto
Harriet D Thomas and Elizabeth Thomas
in the sum of twenty thousand dollars
lawful money of the United States of
America to be paid to the said
Harriet D Thomas and Elizabeth Thomas
the survivor of them or to such
survivors executors administrators or
assigns for which payment well
and truly to be made I bind my-
- self my heirs executors and adminis-
- trators firmly by these presents.

Sealed with my seal dated the fourt-
- tenth day of November in the year
of our Lord one thousand eight hundred
and thirty seven.

Whereas James N Hyde of the City of
Brooklyn has at the request of the above
bounden Edward G Hyde agreed to go
to the said City of New Orleans in
order to attend to the business
of Hyde and Goodrich in said City
of New Orleans of which firm the
above bounden Edward G Hyde
is a member and to devote his

whole attention to the interests of the
said Edward G Hyde in said firm.
Now the condition of the above
obligation is such that if either
the said Jas N Hyde should not
depart this life within three years
from the date of the above obligation
while on his way to, during his stay
at or on his return from the
said City of New Orleans. If the
said Edward G Hyde his executors
or administrators shall on being
informed of his decease pay unto the
said Harriet Q Thomas and
Elizabeth Thomas the survivor of
them or such survivor, executors
administrators the sum of ten
thousand dollars in trust to invest
the same and pay over the income
issuing therefrom to
the wife of the said James N Hyde
during her natural life to be by
her applied to her own support
and the support maintenance
and Education of the then minor
children of the said James N
Hyde and his said wife and
after the death of the said

1899

to divide the said ten thousand
Dollars equally among the said minor
children share and share alike trans-
-fering one equal share to each of
said minor children or the duly
appointed guardian of said child

Then the above obligation to become
null and void otherwise to remain
in full force and virtue

Sealed and delivered in
the presence of Edward G. Hyde
Erastus Hyde

2500. New Orleans 31th Jan'y 1834

Nine months after date I promise
to pay to the order of James K. Hyde
at his Counting Room in New York
Twenty Five Hundred Dollars value
received (signed)

Edward G. Hyde

(across the face is written "null & void"
(Endorsed)

These notes are of no use if E. G. Hyde complies
with the Condition of his Bond or with
the Conditions of the agreement of Nov
3^d 1840 viz pay me \$1000. per annum
in quarterly instalments and \$10000.

Endorsements in the Bond
10011
1840

at the expiration of five years, These
Kept for additional seen — the
same (signed) James K Hyde
" Mary Ann Hyde

\$2500.

New Orleans 30th Jan'y 1834
Eighteen months after date I promise
to pay to the order of James K Hyde
at his counting room in New York Twenty
five hundred dollars value received
(signed) Edward G Hyde
(across the face is written) "null & worthless"
endorsed in Blank James W Hyde

Copy protected
not on bond

Chicago Aug 5th 1834

Sir

I am requested to inform you
that a note drawn by Reynolds & Thomas
Jenkins and V B Lovell and endorsed by
you for \$3685.49 lodged in the Branch
State Bank of Illinois at Chicago is
protected for non payment.

Your obt servt.

W H Brown

M^r James K Hyde

Notary Public

On Back

Filed in place of original as per agreement
with solicitor of Jas H Rees on hearing of
cause Jan 13/68 A Jacobson
clerk

1891

In the Circuit Court of Cook County, In Chancery

Arthur Bronson

v.

Grant Goodrich, Truman G. Wright
 Julia A. Wright, Henry King, Gardner S. Hub-
 bard, Henry G. Hubbard, Christopher Hubbard
 Henry H. Casey, Simeon Hyde, W. R. Scribner
 John Hitchcock & S. Young Richard J. Hamilton
 School Commissioner, David Lee, Phillip Dator,
 D. L. Miller, Cyrus Peers, the President, Directors
 & Company of the State Bank of Illinois, Robert Graie
 Frederick Bronson, James M. Sprague, Timothy Har-
 ris, Lewis Luleg, Thomas E. Hamilton Paulenus E.
 Hamilton, John R. Lee, John Bartlett, Frederick J.
 Conant Joseph N. White, Thomas N. Richards
 William E. Dodge, Daniel James, Anson G. Phelps
 Walter M. Smith, Charles Star Jr. & Charles Smith
 Henry Young William A. Smith & James R. Taylor

This was a Bill filed by the above named Com-
 plainant, in the Cook County Circuit Court on the
 4th day of March A.D. 1839, against the above
 named defendants for the purpose of foreclosing
 a mortgage alleged to be executed by said defend-
 ants Truman G. Wright & Julia A. Wright and Grant
 Goodrich on the following described premises:
 All those pieces and parcels of land situated

1873

in King's Addition to the Town of Chicago, County of Cook and State of Illinois, known and distinguished as follows: Water Lots number seventeen (17) sixteen (16) and the fractional Water Lot number fifteen (15) in King's Addition, so called, which said mortgage was alleged to ~~be~~ have been executed on the ninth day of June 1835 and given to secure the payment of five thousand five hundred dollars with interest re. Pill alleges that the remainder of said defendants claim to have some interest in said premises. A decree was afterwards, to wit, on the ninth day of August 1839, made and entered of record in said Court and is in the words and figures following, viz:

Arthur Bronson

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Truman G Wright, Julia A Wright
 Grant Goodrich, Henry King. Gardner
 S Hubbard. Henry G Hubbard, Christopher
 S Hubbard. Henry W Casey. Simeon Hyde.
 W R Scribner. John Hitchcock. E G Young.
 Rich^d J Hamilton, School Commissioner in
 and for the County of Cook. Daniel Lee.
 Phillip Date. A S Miller, Agrenius Peers.
 The President Directors and Company of the
 State Bank of Illinois. Robert Gacie, Frederick
 Bronson, James W Sprague, Timothy Harris,

For Chamberlain.

Lewis Seely, Thomas Hamilton, Palhemus
D Hamilton, John R Lee, John Bartlett
Frederick I Conant, Joseph F White, Thomas
F Richards, William E Dodge, Daniel James
Anson G Phelps, Walter M Smith, Charles
Starr Jr, Charles Smith, Henry Young, William
H Smith and James R Taylor.

This day comes Arthur Brown the
Complainant in this cause by Ogden his solicitor
and the Defendants Henry King, Gardner S
Hubbard, Henry G Hubbard, Christopher S Hubbard
Henry W Casey, Simeon Hyde, W R Scribner,
John Hitchcock and G Young, David Lee, Phillip
Date, D S Beers, Miller, Cyrenius Beers, Robert
Gracia, James M Sprague, Timothy Harris
John R Lee, John Bartlett, Frederick I Conant,
Joseph F White, Thomas F Richards being
three times severally called answereth not
but make default herein and it appearing
to the Court herein, that at the last May
term an order was entered in this Court
requiring them and each of them to appear
and answer all and singular the bill of
Complaint in this cause on or before the
first Monday in July next and it further
appearing to the Court that they have each
of them neglected to comply with said order

1004
1894

1895

and have therein made default and it
further appearing to the Court that service of
process has been had upon them and that
publication has been duly made to those on
whom process was not served as required by
law, thereupon on motion of W. D. Ogden Solicitor
- tor for Complaint it is Ordered, adjudged
and decreed that the bill in this cause
be taken as confessed as against the said
last named defendants respectively and the
said defendant Grant Goodrich in his
own proper person and Truman G Wright
and Julia A Wright by Grant Goodrich
their solicitor come and file their joint and
several answers and admit the matters and
allegations in the Complainants Bill of Com-
- plaint set forth and the said defendants
Richard J Hamilton, School Commissioner of
Cook County, Isaac Seeg, The President
Directors and Company of the State Bank of
Illinois, Frederick Bronson, Lewis Seely,
Thomas E Hamilton, Polhemus D Hamilton
William E Dodge, Daniel James, Anson G
Phelps, Walter M Smith, Charles Star Jr,
Charles, Smith, Henry Young, William H
Smith and James R Taylor by J. B. Arnold
their solicitor come and admit the mat-
- ters and things as set forth in the

Complainants said Bill of Complaint and
enter their appearance herein and by consent
of parties this case is submitted to the
Court without argument and it appearing
to the Court here from an examination
of said Bill and exhibits that the said
Bill is filed for the foreclosure of an In-
-denture of Mortgage made by said Goodrich
Wright and Julia Albright and it ap-
-pearing to the Court here from an examina-
-tion of the Bond and Indenture of Mortgage
mentioned and set forth in the Complainants
Bill of Complaint that there is due to the
Complainant from Grant Goodrich and Truman
J. Wright the said Mortgagors the sum of
Six Thousand eight hundred and fifty dollars
and fifty nine cents being the amount of
the principal and interest of said Bond and
Mortgage as computed and ascertained by the
Court and it is further

Ordered adjudged and decreed that the said
defendants pay to the said Complainants within
thirty days from the date of this order the said
sum of six thousand eight hundred & fifty
dollars and fifty nine cents due on the
said Indenture of Mortgage together with
Interest on the same at the rate of Ten per
cent per Annum from the date of this

1897

decreed and also two per cent in the said amount that being the difference of Exchange between the City of Chicago and the City of New York where the same sum of money is by the said Bond and Mortgage made payable and in default of such payment the said defendants and each of them and every of them and all persons claiming under them or either of them be forever debarred and foreclosed of and from all equity of redemption in and to the said Mortgaged premises and every part and parcel thereof and it is further

Ordered adjudged and decreed that in case of such default of payment or any part thereof that all and singular the said mortgaged premises mentioned and described in said Complainant's said Bill of Complaint be sold at public Auction to the highest bidder by and under the direction of Isaac R. Gavin Sheriff of Cook County he being hereby authorized and fully empowered to make such sale the said Sheriff giving Twenty days notice of such sale by three written notices to be put up in three public places in Cook County which said Mortgaged premises are described as follows all those pieces and parcels of

of land situate in King's addition to the town of Chicago, County of Cook and State of Illinois and known and distinguished as follows Water Lots number Seventeen (17) sixteen (16) and the fractional Water Lot number fifteen (15) in King's addition so called and that ^{the} said Sheriff make to the purchaser or purchasers a deed of said premises and that the monies arising from such sale he first pay the costs of this suit and his costs and charges in that behalf sustained and then the said Sheriff pay over to the said Complainant the said sum of six thousand Eight hundred and fifty Dollars and fifty nine cents the amount of said Bond and Mortgage with interest thereon from the date of this decree at the rate of Ten per cent per Annum and also two per cent on the same being the said difference of Exchange between this place and the said City of New York and he bring the residue if any into Court and that he report thereon to the next Term of this Court and that this ~~Cause~~ cause be continued until next Term and it is made a part of this decree that as to the non resident defendants who did not appear - This decree is not final -

10076

1878

Vol 3
page 540

This Indenture made this twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty nine between Isaac R. Gaim Esq Sheriff in and for the County of Cook ^{in the} and State of Illinois of the first part and Arthur Bronson Esq of the City County & State of New York of the second part whereas at the Cook County Circuit Court in Chancery Sitting held in and for the County of Cook and State of Illinois ^{on the 9th day of Aug} at the Court house in the City of Chicago ^{at} one thousand eight hundred & thirty nine at the August term of said Court it was among other other things ordered adjudged and decreed by the said Court in a certain cause then pending in said Court between the said Arthur Bronson Complainant and Truman S Wright, Julia A Wright his wife, Grant Goodrich and others Defendants that the mortgaged premises mentioned and set forth in the pleadings in said cause be sold by and under the direction of Isaac R Gaim Esquire Sheriff of ~~the~~ said County of Cook the said Sheriff giving twenty days previous notice of the time and place thereof by posting up notices of said

sale in the public places in the City of Chicago —

And whereas the said Sheriff and party of the first in pursuance of the order and decree of the said Court in Chancery did on the day of the date of these presents having first duly noticed the same as directed by said order and decree did sell at public Auction at the Lake House in the City of Chicago in the County of Cook the said mortgaged premises hereinafter particularly described at which sale the said premises were struck off to the said party of the second part to these presents for the sum of Seven thousand one hundred and thirty seven dollars and thirty two cents ~~was~~ bid he bidding therefor as follows to wit: for fractional water lot number fifteen in King's addition to the town of Chicago the sum of thirteen hundred and thirty seven dollars and thirty two cents was bid, for water lot number sixteen in said addition the sum of twenty nine hundred dollars was bid and for water lot number seventeen the said sums being the highest sum bid respectively for the same.

Now therefore this Indenture witnesseth

In said addition the sum of twenty nine hundred dollars was bid.

1900

that I the said Isaac R Gavin Sheriff
of Cook County aforesaid and party of
the first to these presents in order
to carry into effect the said sale so
made as aforesaid and in pursuance
of the said decree so made by the said
Court and also by virtue of the
Statute in such case made and
provided and in consideration of
the premises and of the said sum
of money to wit seven thousand
one hundred and thirty seven
dollars and thirty two cents (32)
paid by the said Arthur Bronson
party of the second part to these
presents to the said Isaac R Gavin
Sheriff as aforesaid the receipt
whereof he doth hereby confess has
granted bargained and sold, aliened
released and conveyed and by
these presents does grant bargain
sell alien release convey and con-
- firm unto the said party of the second
part and to his heirs and assigns all
the following pieces or parcels of
land situate lying and being in
the King's addition to the town of
Chicago, known and distinguished as

10019
1901

~ Fractional Water lot number 15
fifteen and water lots numbered
Sixteen (16) and Seventeen (17) in
said addition ~

As will more fully appear from the
Map or plat of said Addition Re-
-corded in ^{said} Cooks County, Together
with all and singular the rights
privileges hereditaments and appur-
-tenances thereunto belonging or in
any wise appertaining. To have
and to hold the said premises
above described and hereby intended
to be conveyed unto the said party
of the second part and to his heirs
and assigns to his and their only
proper use benefit and behoof forever.

In testimony whereof I have hereunto
set my hand and seal on the day
and year first above written
sealed & delivered } Isaac R. Gavins (Seal)
in presence of } Sheriff of Cook Co
the words "he bedding Illinois
therefore" and "fractional
Water" in the twenty first line from
top interlined before signing
Rich^d Hamilton
J. N. Arnold

State of Illinois }
Cook County } s.s.

On this twenty ninth
day of October A.D. 1839 personally
appeared before me the undersigned
Richard J Hamilton Clerk of the
Cook - Circuit Court Isaac
R Gair Sheriff of the County of Cook
in the State of Illinois personally
known to me to be the person who
is described in the foregoing deed
& whose name is subscribed to the
foregoing deed and he acknowledged
that he signed sealed executed
and delivered the foregoing Deed
as his free and voluntary act
for the uses and purposes therein
set forth -

Given under my hand & official
seal at my office in Chicago
in the County aforesaid the day and
year aforesaid - let it be recorded

Richard J Hamilton
Clerk Cook Cir Ct

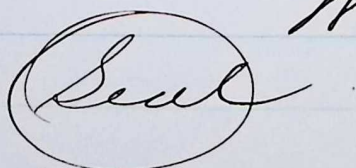
filed 29th October 1839

Recorded Oct 31 1839

Chas P Williams Recorder.

State of Illinois } ss.
County of Cook } J. William L
Church Clerk of the
Circuit Court and Ex Officio Recor-
- der in and for said County in
the State aforesaid do hereby certify
that the annexed is a true copy of a
certain Instrument filed in my office
on the 31st day of October A.D. 1839
and recorded in Book No 3 of
Deeds on page 540 ^{parties to the} the same being
— of the first part
— of the second part

In testimony whereof I have here-
unto set my hand and affixed
the seal of our said Court at
Chicago this 8 day of May A.D.
1864.



Cancelled
57 Rev Stpl

Wm L Church
Clerk of the Circuit Court
Ex Officio Recorder of Cook
County

Superior Court of Chicago
In Chancery

David Gibson Complt & Co
vs
Edward Eldridge et al } Original Bill

James H. Rees Complt on
behalf of himself & others
vs
David Gibson et. al. } Supplemental Bill

The depositions of
John D. Cuite, Leonard D. Atwater, John P.
Comins, Walter Barnes, John M. Stuart,
Henry G. Thompson and Oliver Hull of the
City, County and State of New York, wit-
nesses of lawful age, produced, sworn
and examined on their respective corporate
oaths on the 28th day of March in the
Year of our Lord one thousand eight
hundred and sixty three at the office of
R. G. Dart Esq, in the city, county and
State aforesaid by me Russell Dart Esq a
commissioner duly appointed by a
Dedimus Protectionis or commission
issued out of the Clerk's office of the
Superior Court of Chicago of Cook County
in the State of Illinois bearing date
in the name of Thomas B. Curtis Esq, Clerk

~~of the said Court with the seal of said Court
affixed thereto, and to me directed, as such
commissioner for the examination of the
said John D. Colute, Leonard D. Atwater,
John P. Comins, Walter Barnes, John Mc.
Stuart, Henry G. Thompson & Oliver
Kull witnesses in a certain suit and
matter in controversy~~

of the said Court with the seal of said court
affixed thereto and to me directed as such
commissioner for the examination of the
said John D. Calute, Leonard D. Atwater, John
P. Gommis, Walter Barnes, John M. Stuart,
Henry G. Thompson & Oliver Hull, witnesses
in a certain suit and matter in con-
troversy now pending and undetermined
in the said Superior Court of Chicago
wherein David Gibson is plaintiff and Edward
Eldridge et al, defendants in original bill
and also in a certain cause wherein
James H. Rees on behalf of himself et al in a
supplemental bill is plaintiff and David
Gibson defendant in behalf of the said
David Gibson as well upon the cross in-
terrogatories of the defendant as on the
interrogatories of the plaintiff which were
attached to or enclosed with the said
commission and upon none other, the
said John D. Calute, Leonard D. Atwater, John
P. Gommis, Walter Barnes, John M. Stuart,
Henry G. Thompson & Oliver Hull being first
duly sworn by me as witnesses in the said
cause previous to the commencement of their
examination & testify the truth as well on
the part of the plaintiff as the defendant
in relation to the matters in controversy

14424
1906

between the said plaintiff & defendant
so far as they should be interrogated
testified and deposed as follows,

Interrogatories propounded to the said
Leonard D. Atwater a witness pro-
duced and sworn as aforesaid on
the part of the said David Gibson
and his answers thereto as follows,

1st interrogatory,

What is your name, age & occupation
and where do you reside?

Answer to 1st interrogatory

Leonard ^{D. Atwater} Age 42 Merchant
94 Chambers St

2^d Interrogatory

Do you know of the firm of Atwater
and Pomeroy and if so where did they
do business on or about January 9th
1838 who composed said firm at the
time aforesaid?

Answer to 2^d Interrogatory

In maiden name firm composed of
Robert Atwater & George V Pomeroy.

3^d Interrogatory, Look upon the paper
writing now produced and shown
you marked "Exhibit A" and state
whether you are by any and what means

acquainted with the character and manner of the handwriting of one Robert Atwater, and state whether or no the name Robert Atwater appearing to be set and subscribed to the said produced paper writing is of the proper handwriting of the said Robert Atwater as you know or believe. Declare fully who and state whether he was about the 9th day of July 1838 one of the members of said firm of Atwater and Pomeroy.

Answer to 3rd Interrogatory

Robert Atwater was my father the signature of ^{to} the paper shown me is his handwriting as I fully believe he was one of the firm of Atwater and Pomeroy.

4th Interrogatory

Do you know any and what matter and thing touching the claim set forth in said paper, ^{writing} marked Exhibit A if yes Declare the same fully.

Answer to 4th Interrogatory -

I know nothing about the claim

5th Interrogatory

Do you know any other matter or thing which will be of benefit or advantage of the said David Gibson touching

the matter in controversy in the foregoing
Cause or either of them, if you declare
the same fully.

Answer to 5th Interrogatory
I do not.

Cross Interrogatories and answers
thereto by the witness on the part of the said
James St Rues

1st Cross Interrogatory

State if you know when the said firm
of Atwater and Pomeroy was formed
and who composed said firm when
the same was dissolved, which of the
members of said firm are now living
where, and if any of said firm are
dead state when.

Answer to first Cross Interrogatory

I do not remember the exact time it
was previous to 1835, firm composed of
Robert Atwater and George V Pomeroy
don't remember what year they dissolved
George V Pomeroy is living in this City
Robert Atwater died in 1859

2^d Cross Interrogatory

State if you know when said Exhibit
A was created and delivered and to
whom + upon what consideration paid
or agreed to be paid —

Answer to 2d cross Interrogatory

I do not know

3d Cross Interrogatory

Do you know any other matter or thing for the benefit of the Defendants in this cause if you state fully answer to 3d Interrogatory I do not.

Leonard Ottewill

Interrogatories propounded to the said John P Conins a witness produced and sworn as aforesaid on the part of the said David Gibson and his answers thereto as follows

1st Interrogatory

What is your name age and occupation and where do you reside

Answer to 1st Interrogatory

My name is John P Conins age 46 residence 45 West Baltic St Brooklyn N.Y.

2d Interrogatory

Do you know of the firm of H and C Tarbot and if so where did they do business on or about Jan'y 9th A.D. 1838 who composed said firm at the time aforesaid

Answer to 2d Interrogatory

I was well acquainted with the firm of H & C Tarbot they transacted business in

1838 in Maiden Lane b.f. firm composed of Hiram and Daniel Tarbot.

3^d Interrogatory

Look upon the paper, ^{writing} now produced and shown you marked exhibit A and state whether you are by any and what means acquainted with the character and manner of the handwriting of one Hiram Tarbot and state whether or no the name Hiram Tarbot appearing to be set and subscribed to the said ^{produced} paper writing is of the proper handwriting of the said Hiram Tarbot as you know or believe, declare fully and state whether he was about the 9th day of Jan'y AD 1838 one of the members of said firm of H and D Tarbot

Answer to 3^d Interrogatory

I know Hiram Tarbot well, have done business with him for twenty five years am well acquainted with his handwriting and believe the signature to the paper shown me bearing date Mch 8th 1854 & signed H & D Tarbot & Co. by Hiram Tarbot to be his handwriting.

4th Interrogatory

Do you know any and what matter or thing touching the claim set forth in said paper writing marked Exhibit A

If you do declare fully
Answer to 4th Interrogatory

I do not
5th Interrogatory

Do you know any other matter or thing which will be of benefit or advantage to the said David Gibson touching the matter in Controversy in the foregoing causes or either of them. If yes declare the same fully

Answer to 5th Interrogatory
I do not

Cross interrogatories and answers thereto by the witness on the part of the said James H. Rees

1st Cross Interrogatory

State if you know when the said firm of H. & D. Tarbox was formed who composed said firm and when the same was dissolved, which of the members of said firm are now living & where - and if any of said firm have died state when -

Answer to 1st Cross Interrogatory

The firm of H. & D. Tarbox was formed a long time ago firm composed of Hiram and Daniel Tarbox both living and

reside in Connecticut

2^d Cross interrogatory

State if you know when said Exhibit A was executed and delivered and to whom and upon what consideration paid or agreed to be paid

Answer to 2^d Interrogatory

I know nothing more about it

3^d Cross Interrogatory

Do you know any other matter or thing for the benefit of the Defendants in this Cause

Answer to 3^d Cross Interrogatory

I do not

John P Conine

19 Maiden Lane

Interrogatories propounded to the said Walter Barnes a witness produced and sworn as aforesaid on the part of the said David Gibson and his answers thereto as follows

1st Interrogatory

What is your name age and occupation and where do you reside

Answer to first Interrogatory

* Appearing to be set and subscribed
to the said produced paper, writ-
ting, is of the proper handwriting
of the said F. A. Huntington

• Walter Barnes aged 46 formerly Dry
Goods merchant residence 115 West
14th Street City of New York
2^d Interrogatory

Do you know of one F. A. Huntington
if so where did he do business in or
about Jan'y 9th A.D. 1838 and where
does he reside? Look upon the
paper writing now produced and
shown you marked Exhibit A and
state whether you are by any and what
means acquainted with the Character
and manner of the handwriting of
said F. A. Huntington as you know
or believe? Please fully

Answer to 2^d Interrogatory

I knew F. A. Huntington he died
about one year ago he transacted
business in 1838 at No 71 Maiden
Lane in the City of New York I was
clerk and partner with him for
upwards of ten years I know the
signature to the paper shown me
bearing date August 25th 1853 and
signed F. A. Huntington to be
his handwriting

3^d Interrogatory

Do you know any or what matter

or thing touching the claim set forth
in said paper writing marked
Exhibit A, if you declare the same fully
Answer to 3d Interrogatory

I remember there was some business
transaction with one H. every thing
but do not remember particulars
14th Interrogatory

Do you know any other matter
or thing which will be of benefit
or advantage to the said David
Gibson touching the matters in
controversy in the foregoing causes
or either of them? If you declare the
same fully

Answer to 14th Interrogatory
I do not

Cross Interrogatories and answers
thereto by the witness on the part of
the said James H. Res.

1st Cross Interrogatory

State if you know when said Exhibit
A was executed and delivered and to
whom and upon what consideration
paid and agreed to be paid -

Answer to 1st Cross interrogatory

I do not know.

3^d Cross Interrogatory

Do you know any other matter or thing for the benefit of said James H. Rice or the defendants in this suit - State fully.

Answer to 2nd Interrogatory

I do not Walter Barnes.

Interrogatories propounded to the said John M. Stuart a witness produced and sworn as aforesaid on the part of the said David Gibson and his answers thereto are follows

1st Interrogatory

What is your name age ^{and} occupation and where do you reside

Answer to 1st Interrogatory

John M. Stuart age 52 occupation merchant 122 Duane St.

2^d Interrogatory.

Did you know or James La Tourette if so where did he do business on or about Jan'y 9th A.D. 1858. state whether or no said James La Tourette is now living if you say he is not living state when he deceased and who was appointed his administrator or administratrix and when and where such administrator or administratrix now resides

Answer to 2^d Interrogatory

I believe he was in business in Pearl St in 1838 he is now deceased I can't say what year he died, do not know who was appointed his administrator or administratrix, I was well acquainted with him

3rd Interrogatory

Look upon the paper writing now produced and shown you marked Exhibit A and state whether you are by any and what means acquainted with the Character and manner of the handwriting of said Cornelia A Latourrette appearing to be set and ~~sub~~scribed to the said produced paper writing is of the proper handwriting of the said Cornelia A Latourrette as you know or believe? State fully.

Answer to 3^d Interrogatory

I believe the signature to be that of Cornelia A Latourrette she acknowledged to me that it was hers my signature is attached to the paper as witness

4th Interrogatory

Do you know any and what matters or thing touching the claim set forth

in said paper writing marked Exhibit
A. If you declare the same fully
Answer to 4th Interrogatory

I know nothing about the claim.
5th Interrogatory.

Do you know any other matter or thing
which will be of benefit or advan-
-tage to the said David Gibson touching
the matter in controversy in the fore-
going causes or either of them.

If you declare the same fully
Answer to 5th Interrogatory
I do not.

Cross Interrogatories answers thereto by
the witness on the part of the said
James H. Rees
1st Cross Interrogatory

State if you know when said Exhibit
A was executed and delivered & to whom
& upon what consideration paid or
agreed to be paid

Answer to 1st cross Interrogatory
I do not know

2^d Cross Interrogatory

Do you know any other matter
or thing for the benefit of the Defen-
-dants in this case, if you state the same fully

Answer to 2d Cross Interrogatory

I know nothing more than above stated

Ino H. Stuart

Interrogatories propounded to the said Henry G. Thompson a witness produced and sworn as aforesaid on the part of the said David Gibson and his answers thereto as follows

1st Interrogatory

What is your name age and occupation and where do you reside

Answer to 1st Interrogatory

Henry G. Thompson age 44 Commission Merchant residence New York

1st Interrogatory

Do you know of one Orrin Thompson — son if so where did he do business or at about Jan'y 9th AD 1838 where does he reside? Look upon the paper writing now produced and show you marked exhibit A and state whether you are by any and what means acquainted with the character and manner of the handwriting of the said Orrin Thompson and state whether or no

the name Orrin Thompson appearing
to be set and subscribed to the said
produced paper writing is of the
proper handwriting of the said Orrin
Thompson as you know or believe
Declare fully.

Answer to 2d Interrogatory

Orrin Thompson is my father he
now resides in the state of Vermont
I am well acquainted with his hand-
writing & fully believe the signature to
the paper shown me dated Sept 30
1853 and signed Orrin Thompson
to be his handwriting

3d Interrogatory.

Do you know any and what matter
touching the claim set forth in said pa-
per writing marked Exhibit A.

If you declare the same fully.

Answer to 3d Interrogatory

I know nothing about the claim

4th Interrogatory

Do you know any other matter
or thing which will be of benefit
or advantage to the said David Gibson
touching the matters in controversy in
the foregoing cases or either of them

If you declare the same fully.

Answers to 4th interrogatory
I do not

Cross Interrogatories and answers thereto
by the witness on the part of said James
H Rus

1st Cross Interrogatory

State if you know when said Exhibit
to was executed & delivered and to whom
and upon what consideration paid or to
agreed to be paid

Answer to 1st Cross Interrogatory

I do not know

2^d Cross Interrogatory

Do you ^{know} any other matter or
thing for the benefit of the defendants
in the suit? State fully

Answer to 2^d Interrogatory

I do not know

Henry G Thompson

Interrogatories propounded to the said Oliver Keull a witness produced and sworn as aforesaid on the part of the said David Gibson and his answers thereto as follows.

1st Interrogatory.

What is your name age & occupation & where do you reside -

Answer to 1st Interrogatory

Name is Oliver Keull - age 66 - Druggist
278 Pearl St - New York, Residence 124
Willow St Brooklyn -

2nd Interrogatory

Do you know of the firm of E. & W. Keull & if so where did they do business on or about January 9th A. D. 1838. Who composed said firm at the time aforesaid

Answer to 2nd Interrogatory

I knew the firm of E. & W. Keull they were in the hardware business in Maiden Lane in 1838 - firm composed of Edward & William Keull.

3rd Interrogatory

Look upon the paper writing now produced and shown you marked Exhibit A and state whether you are by any and what means acquainted with the character and manner of the hand writing of said

Edward Keull Jr. and state whether or no the name Edward Keull Jr. appearing to be set and subscribed to the said produced paper writing is of the proper handwriting of the said Edward Keull Jr. as you know or believe, declare fully and state whether he was on or about the 9th day of January A.D. 1838 one of the members of the said firm of E. & W. Keull?

Answer to 3rd Interrogatory

Edward Keull Jr. was my brother - the paper shown me marked Exhibit A bearing date September 26th 1853 & signed E. & W. Keull by Edward Keull Jr. bears the signature of my brother Edward in his proper handwriting. He was one of the firm of E. & W. Keull

4th Interrogatory

Do you know any and what matter or thing touching the claim set forth in said paper writing marked Exhibit A. If you declare the same fully.

Answer to 4th Interrogatory

I know nothing of the claim.

5th Interrogatory

Do you know any other matter or thing which will be of benefit or advantage

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to the said David Gibson touching the
matter in controversy in the foregoing
causes or either of them? If yea declare
the same fully
Answer to 5th Interrogatory

I do not.

Cross Interrogatories & answers thereto by
the witness on the part of said James H.
Rees.

1st Cross Interrogatory

State if you know when the said
firm of E & W. Keull was formed - who
composed said firm and when the same
was dissolved & which of the members of
said firm are now living & where and
if any of said firm are dead state when
Answer to 1st Cross Interrogatory

Firm was formed previous to 1835 -
composed of Edward Keull Jr & William
Keull dissolved about 1840. William is
now living in Brooklyn - Edward
died about two years ago.

2nd Cross Interrogatory

State if you know when said
Exhibit A was executed and delivered
and to whom and upon what consideration
paid or agreed to be paid

Answer to 2nd Cross Interrogatory

I do not know

3rd Cross Interrogatory

Do you know any other matter or thing for the benefit of the defendant in this cause?

Answer to 3rd Cross Interrogatory

I do not.

Oliver Kull.

Interrogatories propounded to the said John D. Blute a witness produced and sworn as aforesaid on the part of the said David Gibson and his answers thereto as follows.

1st Interrogatory

What is your name age and occupation and where do you reside

Answer to 1st Interrogatory

John D. Blute. In the 70th year of my age - am occupied in the care of my own estate & other matters, was formerly a dry goods jobbing merchant. Reside at 174 Second Avenue City of New York.

2nd Interrogatory

Do you know of the firm of Snyden & Boyd and if so where did they do business on or about the 9th day of

January A. D. 1838? Did said firm
make an assignment and to whom
and when - and where does such assignee
reside -

Answer to 2nd Interrogatory

I knew the late firm of Snydam
& Boyd - they did business in Pearl
St New York from the year 1831 until
I think after 1838 - am aware that
they failed in business and made an
assignment - Lambert Snydam whom
I have known for 40 years - was their
assignee, he resides in Waverly Place in
this city -

3rd Interrogatory

Look upon the paper writing now
produced and shown you marked
"Exhibit A" and state whether you are
by any means acquainted with the
character and manner of handwriting of
one Lambert Snydam? & state
whether or no the name Lambert
Snydam appearing to be set and subscribed
to the said produced paper writing is
of the proper handwriting of the said
Lambert Snydam as you know or
believe - Declare fully -

Answer to 3rd Interrogatory

10044
1924

I believe the signature Lambert
Brydarn subscribed to the paper shows
me marked Exhibit A and bearing
date March 2nd 1854 to be in his proper
handwriting - from having seen him
write his name and also from ^{his} having ack-
nowledged to me that he had signed his
name to said paper at the time of the
date thereof.

4th Interrogatory

Do you know of the firm of
S. C. Roosevelt & Son and if so where
did they do business on or about the
9th day of January A. D. 1838 and
who composed said firm at the time
aforesaid

Answer to 4th Interrogatory

I knew the firm of S. C. Roosevelt
& Son who did business at no 94
Maiden Lane in this city in the
year 1838 & many years prior thereto
the firm was composed of James C. Roosevelt
now deceased and Cornelius V. S.
Roosevelt (the son) who continued the
business at the same place at the
present time.

5th Interrogatory

Look upon the paper writing

7
now produced and shown you marked
"Exhibit B" and state whether you
are by any and what means acquainted
with the character and manner of
the handwriting of one Leon^d V. S. Roosevelt
and state whether or no the name Leon^d
V. S. Roosevelt appearing to be set and
subscribed to the said produced paper
writing is of the proper handwriting of the
said Leon^d V. S. Roosevelt as you know
or believe, declare fully & state whether
he was one of the firm of S. S. Roosevelt
& Son on or about the 9th day of
January A. D. 1838.

Answer to 5th Interrogatory

The paper shown me marked
"Exhibit B" bears the signature of Leon^d
V. S. Roosevelt as I truly believe from
having seen him write his name and his
will from his avowal and acknowledge-
ment to me that he had affixed his
name as averted to said instrument
at the date of the execution thereof -
the said paper having been shown to
him by me. He was one of the firm of
S. S. Roosevelt & Son in the year 1838.

6th Interrogatory

as you know of the firm of

100445
1927

Collins Keese & Co and if so where did they do business on or about Jan'y 9th 1838 and who composed said firm at the time aforesaid

Answer to 6th Interrogatory

I knew the firm of Collins Keese & Co in Jan'y 1838 they did business at 230 Pearl St in this city - firm composed of Benj S. Collins, Stacy B. Collins, John Keese, Geo. B. Collins, Robt B. Collins, Wm B. Collins

7th Interrogatory

Look upon the paper now produced and shown you marked "Exhibit 6" and state whether you are by any and what means acquainted with the character and manner of handwriting of one Robt. B. Collins? and state whether or no the name Robt B. Collins appears to be set & subscribed to the said produced paper writing is of the proper handwriting of the said Robt. B. Collins as you know or believe - Declare fully and state whether he was about Jan'y 9th 1838 one of the members of the said firm of Collins Keese & Co.

Answer to 7th Interrogatory

I am acquainted with the

9
handwriting of Robt B. Collins from
having seen him write his name and
believe his name subscribed to this paper
writing to be in his proper handwriting
from the appearance of same and also
from his declaration and avowal to me
that he signed the same at the time
of the date thereof. he was one of the
firm of Collins Keese & Co.

8th Interrogatory

do you know of the firm of
Francis B. Rhodes & Co. and if so where
did they do business on or about Jan'y
9th 1838? Did said firm make an
assignment and to whom and when? Was
there a sale by such assignee under
said assignment and if so when and
who was the purchaser at such sale
and where does he reside?

Answer to 8th Interrogatory

I knew the firm of Francis B.
Rhodes & Co. prior to the 9th of Jan'y 1838
they did business at No 29 Pine St in
this City. I knew Francis B. Rhodes
personally. do not remember who was
the company, but believe it to have
been Thomas J. Goodwin, from having seen
his name attached to an assignment and

by the said firm of J. B. Rhodes & Co
 to Earl Fland Palmer & William Palmer
 dated the 26th day of June 1916 of which
 I have made a copy, and which is here-
 to attached & marked Exhibit, C. On
 the assignment account, I saw the
 name of Charles Gould as the purchaser
 of the claim set forth in Exhibit D. There
 was a sale by the assignees in this city
 and Charles Gould became the purchaser
 he resided in the city of New York.

9th Interrogatory

Look upon the paper writing
 now produced and shown you, marked
 "Exhibit D," and state whether you are by
 any and what means acquainted with
 the character and manner of handwriting
 of one John Gould? and state whether
 or no the name Charles Gould appearing
 to be set and subscribed to the said pro-
 duced paper writing is of the proper hand-
 writing of the said Charles Gould as
 you know or believe. Declare fully.

Answers to 9th Interrogatory

I believe the signature to be his
 handwriting from having seen him write
 his name and from his having acknowledged
 to me that he signed the paper, ^{now} shown me

10047
 1930

at the date therein stated,

10th Interrogatory

Do you know of one Daniel Scott if so where did he do business on or about Jan'y 9th 1838. Did said Scott make an assignment and to whom and when? Do you know of the firm of Leitch & Co and where did they do business on or about Jan 9th 1838? Was Benj A. Mumford a member of said firm at the time of said assignment, and where does he reside?

Answer to 10th Interrogatory

I never knew Daniel Scott. There was a firm W^m Leitch & Co on the 9th of Jan'y 1838 doing business in States St in this city. I did not know W^m Leitch who is now deceased. But have known Benjamin A. Mumford the partner of this firm a number of years. I called at his place of business a few days since to enquire of him about the assignment made by Daniel Scott to his late firm but was told by his brother Peter B. Mumford that he could not be seen on account of business as he had had a recent stroke of Paralysis. I stated my business to him he said he knew all about Scott's assignment to the firm - as he was look-

1838
1931

keeper for the firm at the time it was made he looked among his brother's papers for the assignment but could not find it - he then directed me to call on Wm Churchhill Jr son of the late Wm Churchhill of the late firm of Wm Churchhill & Co - whom he thought might have it - I did so & found him at his store No 84 William St - he exhibited the assignment of Daniel Beatt to his father's firm to me & showed me the entry on the books of the sale made of the debt recited in Exhibit C under date of Sep 27th 1853 - and allowed me to take a copy of the said assignment of Daniel Beatt which is hereto annexed marked Exhibit 26. In the schedule annexed to said assignment I counted 91 claims assigned among which was one against Henry King for \$606 - he stated to me he did not know where Beatt was now to be found, had not heard of him for a long while - that Beatt was formerly a salesman for Churchhill & Co - & he (Churchhill) knew all about the assignment made by Beatt.

10057
1932

11th Interrogatory

Look upon the paper writing now produced & shown you marked "Exhibit E" and state whether you are and by any and what means acquainted with the character and manner of handwriting of one Benjamin A. Mumford and state whether or no the name Benj. A. Mumford appearing to be set and subscribed to the said produced paper writing is of the proper handwriting of the said Benjamin A. Mumford as you know or believe. Declare fully -

Answer to 11th Interrogatory

I believe the signature of Benjamin A. Mumford to Exhibit E. now shown me to be his proper handwriting from having seen him write his name - as well as his acknowledgment to me that he had signed his name to said Exhibit shown me at the date stated.

12th Interrogatory

Do you know one Edward C. Field if so where did he do business on or about Jan 9th A. D. 1838, and where does he reside. Look upon the paper writing now produced and shown you marked "Exhibit E" and state whether you are by any and what means

acquainted with the character and manner of handwriting of said Edward Field and state whether or no the name Edward Field appearing to be set and subscribed to the said produced paper writing is of the proper handwriting of the said Edward Field as you know or believe. Declare fully,

Answer to 12th interrogatory

I was well acquainted with Edward Field from the year 1818 to the time of his decease a few years since, he was in business in Pearl St. in this city on the 9th of Jan'y 1838; he died four or five years ago as near as I can recollect. - Exhibit F now shown me is in my own handwriting except the signature of Mr. Field thereto which is in his own proper handwriting and was written in my presence at the date of the paper and was witnessed by me I negotiated the purchase of this claim from him for ^{George} ~~James~~ Cobb

13th interrogatory,

Do you know of the firm of Butler & Barber, if so where did they do business once about Jan'y 9th A.D. 1838 and who composed said firm at

the time aforesaid ?

Answer to 13th interrogatory

I never had a personal acquaintance with the members of the firm of Butler & Baker, but am aware that such a firm was doing business in Maiden Lane in this City about the 9th of Jan'y 1838 & afterwards and that John E. Barker of this firm died about 16 years ago and John Butler survived him a number of years

the time aforesaid

Answer to 13th interrogatory

I never had a personal acquaintance with the members of the firm of Butler & Barker, but am aware that such a firm was doing business in Maiden Lane in this City about the 9th of July 1838 & afterwards and that John C. Barker of this firm died about 16 years ago and John Butler survived him a number of years, how many I cannot say,

14th interrogatory

Look upon the paper writing now produced and shown you marked "Exhibit 4." and state whether you are by any and what means acquainted with the character and manner of handwriting of one John Butler and state whether or no the name John Butler appearing to be set and subscribed to the said produced paper writing is of the proper handwriting of the said John Butler as you know or believe. Declare fully and state whether he was about July 9th 1838 one of the members of said firm of Butler & Barker;

Answer to 14th interrogatory.

Exhibit 4, shown me I believe to be

The proper handwriting of John Butler
from having seen him write his
name, and that he acknowledged to
me that he had signed said Exhibit
I have no personal knowledge that said
John Butler was one of the members of
said firm on the 9th. of Jan'y 1838.
15th interrogatory

Do you know any and what matter
or thing touching the claims set forth
in said paper writings marked Exhibits
A, B, C, D, E, F, & G. If yea declare the
same fully

Answer to 15th interrogatory,

I know nothing except as herein-
before stated,

16th interrogatory

Do you know any other matter or
thing which will be of benefit or advan-
tage to the said Daniel Gibson touching
the matter in controversy in the
foregoing causes or either of them;
If yea, declare the same fully,

Answer to 16th interrogatory

I do not.

Cross interrogatories and answers thereto
by the witness on the part of said James H.
Rees,

1st Cross interrogatory

State if You know successively
who the said firms of Snyder & Boyd -
S. J. Rowlett & Son - Collins Rees & Co.
Francis B. Rhodes & Co Churchill & Co.
and Butter & Barker were respectively
formed who composed each of
said firms, and when was each of
said firms dissolved, and which of the
members of each of said firms is now
living and where, and if any of the
members of said firms, ^{respectively} have died
state when.

Answer to 1st Cross interrogatory.

I cannot say when the said firms
were formed, nor when they dissolved,
I was aware of their existence at the time
stated in my direct examination, as
I was then in the mercantile business
myself and knew most of them per-
sonally & others by repute.

The firm of Snyder & Boyd was com-
posed of Henry ^{Snyder} and Wm. Boyd.
Wm. Boyd has been dead many years
I cannot say when, I don't know

whether Mr. Snyder is living or dead I have not seen him for many years. The firm of J. D. Roosevelt & Son was composed of James D. Roosevelt who died many years ago, and Cornelius D. Roosevelt who is still living in this city. The firm of Collins Keese & Co. was composed of Benj. S. Collins, Stacy B. Collins, John Keese, Geo. B. Collins, Robt. B. Collins, & Wm. B. Collins, I believe John Keese is dead the others I think are all still living in this city though the firm does not exist.

The firm of Francis B. Rhodes & Co. consisted of Francis B. Rhodes and Thomas J. Goodwin. Mr. Rhodes is still living in Richmond County, Ga. I do not know what has become of Mr. Goodwin.

The firm of Churchill & Co. was composed of William Churchill and Benj. A. Mumford. Mr. Churchill is dead & Mr. Mumford is living in this city.

The firm of Butler & Barker was composed of John Butler & John E. Barker. Both are dead many years since. I cannot give the precise year.

2nd Cross interrogatory

State if you know when Exhibits A, B, C, D, E, F & G, respectively were executed & each of them delivered and to whom and upon what consideration paid or agreed to be paid in each case.

Answer to 2nd Cross interrogatory,

I know nothing of Exhibits A, B, C, D, E, F & G, except as herein before stated except as to Exhibit F, that was purchased by me and delivered to me upon the date, ~~of~~ⁱⁿ which it bears date as well as I can remember, for about fifty dollars.

3rd Cross interrogatory,

Do you know of any other matter or thing for the benefit of the defendants in this cause, if you statefully

Answer to 3rd interrogatory

I know nothing further than herein before stated,

John D. Clute,

I Russell Sart Jr. of the City County and State of New York, a Commissioner duly appointed to take the depositions of John D. Clute, Leonard D. Atwater, John P. Coarins, Walter Barnes, John M.,

1939

Stuart, Henry G. Thompson and
Oliver Hull witnesses whose names
are severally subscribed to the foregoing
depositions, do certify that previous
to the commencement of the exami-
nation of the said John D. Colute,
Leonard D. Atwater, John P. Collins,
Walter Barnes, John M. Stuart, Henry
G. Thompson and Oliver Hull witnesses
in the suit between the said David
Gibson plaintiff, and the said Edward
Eldridge et al, defendants in orig-
inal bill, and between the said
James H. Reese et al, plaintiffs and
David Gibson defendant in a supple-
mental bill, they were duly sworn
by me as such Commissioner to
testify the truth in relation to the
matters in controversy between the
said plaintiffs and the said defend-
ants so far as they should be inter-
rogated concerning the same, that
the said depositions were taken at
my office in the City, County and
State of New York on the 26th day of
March A. D. 1863 and subsequently from
time to time up to the 2nd day of
October A. D. 1863, and that after said

~~10058~~
1940