

and also the
Depositions of
Theodore A. Fonda.

Gilbert E. Daniels

Adam^r D. Wheelock.
as follows to wit

In the Supreme Court of the County of
Caroline Castle who puts the charge of some first writs
Richard W. Swift et al vs Bill v

To said complainant

You are hereby notified
that the defendant in this cause will on the 5th
day of February next at 10 AM see out of the Clerk's
office of said Court in this cause a commission
for the examination of all Whilocks & Co Merchants & of
Dondos upon interrogatories copies of which are hereto
annexed at or prior to which time you may file
cross Interrogatories. Said commission to be directed
to William O Prime of New York City or to any
Judge or Justice of the Peace of said City

W. Burgess

For Defts answering

I accept service of copies of the foregoing notices
and interrogatories this 25th day of January AD 1853

J. Lyle Bishop

Sub for compl.

State of Illinois }
County of DuPage }

The People of the State of Illinois

To William C. Irvine, or to any Judge
or Justice of the Peace of the City & County of New York
in the State of New York

Whereas it has been represented to us that A D
Whitlock L E Daniels and T. J. Fendler are material
witnesses in a certain cause, now depending in our Circuit
Court DuPage County in and for the County aforesaid
between Cornelius Castle who sues by Anne Bennett
her next friend Complainant, and Richard H. Swift
and others are Defendants in Chancery, ^{and that the said} witnesses
reside at New York City aforesaid, without the said
State of Illinois, and that their personal attendance
cannot be procured at the trial of the said cause:
Now know ye that we, in confidence of your prudence
and Fidelity, have appointed you Commissioners to
examine the said witnesses, and do therefore authorize
and require you to cause the said witnesses to come
before you at such time and place as you therefor
designate and appoint, and diligently to examine the
said witnesses, on the oath or affirmation of the said
witnesses by you first duly in that behalf administered,
and faithfully to take the deposition of the said witnesses

upon interrogatories inclosed with or attached to these
 presents both on the part of the said Plaintiff and of
 the said Defendants and more others; and the same
 when thus taken, together with this commission and
 the said interrogatories, to certify into our said Circuit
 court of Guilford County, with the least possible delay

Witness John Glass Clerk of our said court, and seal
 thereof at Maysville in said County this

Eight day of February A.D. 1858

John Glass

Clerk



INSTRUCTIONS.

As to the mode of taking, certifying and returning depositions according to the Statute Laws of Illinois

1. Caption to the Depositions.

The deposition of - of the County of - and State (or Territory) of - a witness of lawful age, produced, sworn and examined, upon his corporal oath, on the - day of - in the year of our Lord one thousand Eight hundred and fifty - at the office (or Territory) aforesaid, by me - a Commissioner (or "Coms" if more than one Commissioner, inserting all the names of the Commissioner) duly appointed by a Decree of the Court or Commission issued out of the Clerk's office of the Circuit Court of - County in the State of Illinois bearing Teste in the name of - Esq. Clerk of the said Circuit Court, with the seal of said Court affixed thereto, and to me (or us if more than one) directed as such Commissioner (or "Commissioner") for the examination of the said - a witness in a certain suit and matter in controversy now pending and undetermined in the said Circuit Court, wherein - is Plaintiff and - is Defendant in behalf of the said -, as well upon the cross interrogatories of the - as on the interrogatories of the - which were attached to, or included with the said commission, and upon more others. The said - being first duly sworn by me (or by - one of the said Commissioners" if more than one) as a witness in the said cause, previous to the commencement of his examination

to testify the truth as well on the part of the plaintiff as the defendant in relation to the matters in controversy between the said plaintiff and defendant so far as he should be interrogated, testified and deposed of follows:

"Interrogatory firsts" (here insert the first interrogatory.)

"Answer to first Interrogatory," (here insert the answer) and so on successively in the order in which the interrogatories may be propounded and answered. Then follow:

"Cross Interrogatories and answers thereto, by the witness on the part of the defendant;" (or plaintiff as the case may be.) (Here again write down the interrogatories and answers successively in the order aforesaid.) After the deposition is taken the interrogatories and answers should be read over to the witness and if he assents to the truth of the answers as written down, the witness will then sign his name to the bottom of the deposition and swear to the truth of it before the commissioner (or before one of the commissioners, if more than one.) This oath is in addition to the Preliminary oath, which is administered previous to the commencement of his examination. The commissioner should then certify as to the time, place and manner of taking the deposition as follows: I - of the county of - and State (or Territory), of - a commissioner duly appointed to take the deposition of the said - a witness, whose name is subscribed to the foregoing deposition do hereby certify that previous to the commencement of the examination of the said - as a witness in the suit between the said - plaintiff and the said - defendant: he was duly sworn by me as usual

Commissioner (or by - one of said Commissioners" if more than one) to testify the truth in relation to the matter in controversy between the said - Plaintiff and the said - defendant so far as he should be interrogated concerning the same. That the said deposition ~~is~~ was taken at my office (or at the house -) in the city (or ~~town~~ "town") of - in the county of - and state (or "territory") of - on the - day of - AD 185-3 and, ^{that} after said deposition was taken by me (or "us" as aforesaid, the interrogations and answers thereto, as written down, were read over to the said witness, and that thereupon the same was signed and sworn to by the said deponent - before me (or "us") the oath being administered by - one of said Commissioners (where there are more than one) in such Commission at the place and on the day and year last-aforesaid" Signed " -^o Commissioner.

(The foregoing certificate of the commission should be at the foot, or bottom of the deposition immediately following the signature of the witness.)

The Commissioners should then fold up the deposition as thus stated and certificate together with the commission and interrogations, and all exhibits (if any) produced on the examination, properly marked or lettered as "exhibit A" "exhibit B" &c and enclose the whole in a suitable or a suitable wrapper or envelope, and then seal up the same securely with three seals, writing his name transversely across the middle seal or if two Commissioners they will each write their names, one on each of the outside seals; or if three Commissioners

then each one will write his name across one of the seals in manner aforesaid. The commissioner (or commissioners) will also endorse the names of the parties to the suit, transversely across one end of the package thus sealed up accordingly to the proper title of the suit, and direct the same to the proper address of the clerk who may issue the commission and transmit the same by mail to the proper ~~proper~~ Post-office. Neither of the parties to the suit or their attorneys or agents, or any person at all interested in the event of the suit are permitted by law to dictate write or draw up any part of the deposition required to be taken as aforesaid.

11th. It is important to the validity of the deposition that that these requirements and instructions should be strictly attended to.

12th. One caption will answer for the depositions of several witnesses where they are all taken at the same time and place, to be read as evidence in the same suit - by so modifying the form here given as to make it applicable to the number of witnesses to be examined - as for instance, at the commencement say: "The deposition of A. B., C. D., and E. F. being first duly sworn by me as witnesses of the County of - and state of - as witnesses of lawful age produced sworn and examined on their respective corporal oaths" &c. and then in the latter part of the caption say "The said A. B., C. D., and E. F. being first duly sworn by me as witnesses in the said cause" &c. Then at the commencement of each deposition say now "Interrogations propounded to the said A. B. as follows"

produced and sworn as aforesaid on the part of the
said — and his answers thereto as follow

"Interrogatory 1st" (Here insert the first interrogatory)

"Answers to 1st Interrogatory" (Here insert the answers)

And so on successively with all the interrogatories to be
propounded to that witness. Then insert the copy the
copy Interrogatories as before directed. The deposition
should then be read out ^{to} the witness and signed and
sworn to by him before the court witness is examined.
Then proceed with the second and third witnesses
in the like manner to the end.

One certificate as to the time, place and manner of
taking such depositions, and that each one was signed
and sworn to by such witness respectively, will be
sufficient, provided due care be taken to insert the
names of all the witnesses and the certificate in other
respects be in conformity with the form given in the ^{instructions} first.

Great care should always be taken to attach such
depositions jointly together by means of tape or ribbon
and using wax or wafers when necessary.

In the DuPage Circuit Court - In Chancery
Emeline Castle who sues & C
Richard H. Swift et al

Change of name
J. Cook Co. Bill

Interrogatories to be propounded
to Chas Whelock & G E Daniels of New York City
under a commission to be issued in this cause by
the Court

- 1st What is your name age residence and what is
& has been since 1854 your occupation
- 2^d Did you in the months of July or August 1855
or about that time know Joseph Pittard Edwards
W. Castle the couple sometimes called Ed & W. Castle
Emeline Castle the complainant in this suit cause
and his wife, Edmund S. Castle sometimes called
Ed. Castle or any of them & which or have you you
so known them since
- 3^d Did you at that time or about that time negoti-
ate with any of the parties above named for a sale
of goods to said Ed & W. Castle if so state in detail
all that occurred from the commencement of the
negotiations to the close thereof touching such sale
with each & all of the parties alluded to in
the last interrogatory -

4 Did you ever have in possession a letter of credit given in connection with said sale, if so state from whom you received it by whom it was executed in whose possession it now is when and where you last saw it If you parted with the possession of it when & to whom - and the occasion thereof

5 State the substance of said letter of credit and what if any endorsements or underwriting were made upon it & by whom & when

6 Look upon the paper writing now here produced marked Exhibit "A" to be attached to this your deposition as part thereof and state what the same is & your means of knowledge

7 From inquiries made by you about and during the time this negotiation was progressing, attended to in answer to the 3^d Interrogatory from persons other than E. S. Castle & Joseph Pittuis what did you learn as to the business character & standing of E. S. Castle in Chicago. If you received any written communications attach copies properly verified to this your deposition

8 Do you know any other matter or thing material or necessary for the defence on the trial of this cause if so declare the same

Interrogatories for J. J. Bondar on behalf of
Defendants in above cause

- 1 What is your name age residence & what is &
was your occupation in 1854 and since
- 2 What is
2^d Did you know in the months of July & August
1855 or about that time Edward H. Castle some-
times called "E. H. Castle" & sometimes called "Captain
Castle" Emeline Castle his wife Joseph Sullivan or
any or either & which of them
- 3^d Did you know the firm of Whelock & Adams
of New York city about the same time
- 4 Were you ever employed by the said firm to
attend to their interests in connection with a sale
of goods made or about to be made by them to
said E. H. Castle if so state when you were so em-
ployed & what to do, where did you then go -
how long did you remain there state in reference
to your said employment who you saw there
what was said and done by you & them giving
all the details of the transaction in the order
of events as near as you can
- 5 Did you while in the city of Chicago on that

occasion see the city said complainant
Emeline Castle - If so on what business & for
what purpose and with what result state fully -

6 Did you while there on that occasion receive
any paper writing purporting to be signed by her
and any other person or persons & whom -
if so state what the same was giving the substance
thereof if you cannot the words state also what
if any further writing or writings were made thereon
& if any by whom and when & where & for what
purpose

7 From whom did you receive said paper writing
- what did you do with it, what has since
become of it to your knowledge - where did
you last see it & where

8 Did you at the time you were in Chicago
any inquiries touching the credit & business
standing of said E. S. Castle in the City of Chicago
If so from whom & what did you learn
concerning the same from persons other
than said E. S. Castle & Joseph Williams

9 If any land was proposed to be turned
out to pay for said goods what land, what
was it called - what did you learn from persons
other than E. S. Castle & Joseph Williams as to the

Character and value of it & from whom

- 10 Did you finally close the matter in Chicago if not - why not, and when was it consummated - & closed & how -
- 11 Look upon the paper writing marked 'Exhibit A' to be attached to this your deposition as part thereof and now here shown to you and state what it is and your means of knowledge
- 12 If you have any copy of the paper writing signed by said complainant produce the same and attach the same to this your deposition properly verified
- 13 Do you know any other matter or thing material or necessary for the defendants in the trial of this cause if so declare the same
Gully

(W. J. Burgess
For Dep't)

Chicago Aug 14 1855

Messrs Whulock & Davis

Gent

We the undersigned do
duly become responsible for Mr Est. Castle
of this city in the sum or sums to the amount
of three thousand dollars for goods purchased
or which he may hereafter ^{purchase} if your house for
the period of one year from this date that his
bills shall be paid within six months after
maturity and we shall entertain the hope
that the agreement made a few days ago
will be complied with we send you this letter
of Credit instead of the trust deed which was
proposed to be given to your Mr Davis

Very Respy yours

E. C. Castle

Emeline Castle

We take pleasure in certifying that the responsibility
of the above guarantee is beyond question and good
for at least ten times the amount Chicago Aug 14
1855

Jillias Remond & Parker

I Joseph Jillias of the city of Chicago do
duly for value received promise agree and guar-
-antee to and with - Whulock & Davis of the
city of New York that the above letter of credit signed

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C. W. Castle & Emeline Castle shall in all things be
carried out and complied with on the part of the
said C. W. Castle & Emeline Castle and prompt pay
= must be made at the time & in the manner therein
specified.

Dated New York Augt 22 1855

Geo. Gilman

The Deposition of Theodore S. Fonda of the City
County and State of New York, a witness of lawful
age produced sworn and examined upon his
corporate oath on the eleventh day of February in
the year of our Lord Eighteen Hundred Fifty Eight
at the office of William C. Prine in the City County
& State of New York by me William C. Prine a
commissioner duly appointed by a Decree of the
Court or Commission issued out of the Clerk's office
of the Circuit Court of Du Page County in the State
of Illinois bearing teste in the name of John W. Lee
Esq. Clerk of the said Circuit Court with the seal
of said Court affixed thereto and to me directed
as such commissioner for the examination of the said
Theodore S. Fonda a witness in a certain suit
and matter in controversy now pending and unde-
termined in the said Circuit Court wherein Emeline
Castle who sues by Amos Ferriss her next friend
is complainant and Richard H. Swift and others
are defendants in behalf of the said defendants
as well upon the cross interrogatories of the Plaintiff
as in the interrogatories of the defendants which
were attached to or enclosed with the said Commission
and upon more others.

The said Theodore S. Fonda being first
duly sworn by me as a witness in the said cause

previous to the commencement of the examination to testify the truth as well on the part of the plaintiff as the defendants in relation to the matters in controversy between the said Plaintiff & defendants so far as he should be interrogated testified and deposed as follows To wit.

1 Answer to the first Interrogatory

The witness saith My name is Theodore Tonda my age is 32 years my occupation was in 1854 and still is the practice of law I am and was then a lawyer I reside in New York City

2 Answer to the second Interrogatory

The witness saith I know all of them Mrs Cuetto I only saw once, at her house in Chicago

3 Answer to the third Interrogatory

The witness saith I did know the firm of Whelock and Davis of New York City at that time

4 Answer to the fourth Interrogatory

The witness saith I was so employed by said firm about the first of August 1855 I was employed by them to go to Chicago to secure

T.P.P.
L.S.

a claim they had against E. S. Castle for goods they had sold him but had not delivered. The goods had been shipped to Chicago some of them had arrived there I think about the day I arrived there. I went to Chicago and stopped the delivery of the goods until the payment of the claims was secured. I think I remained there about a week. When I first arrived there, I think the first day, I went to see E. S. Castle and told him my business and by appointment I met E. S. Castle the next morning at E. S. Castle's store. We talked over the matter and they made several propositions none of which were satisfactory. They were very anxious that I should deliver up the goods which ~~were~~ had arrived but I refused until the whole claims should be secured. I think that evening E. S. Castle came around to the District House and I made at that time another appointment to meet E. S. Castle the next day. The next morning I searched the records and found several judgments against E. S. Castle. At our meeting that day I told them I would deliver the goods if they would give me Mrs. Emeline Castle as security. The trouble we found about that was the absence of Colonel Joseph Perkins her trustee or agent. I think her property stood in his name in some way. I think we were negotiating two or three days

without definite result which brought us to Saturday night, Sunday the next day I spent at E W Castle's house and saw Mrs Emily Castle I do not think there was any thing said in reference to the business while I was there that week before I left E W Castle gave me a letter of credit signed by himself and wife I think being a guarantee to the extent of three thousand dollars upon which I got an endorsement from the firm of Pittman Kenyon & Barker to the effect that the responsibility of this guarantee was good ^{his} ~~the~~ last guarantee certificate was signed by Barker of that firm in my presence I think I also received a letter directed to Colonel Joseph Pittman at New York requesting him to guarantee the payment of the letter of credit agreed to deliver the goods where Colonel Pittman should make this guarantee and I then returned to New York bringing the letter of credit which I delivered to Shulock and Smith

5 Answer to the Fifth Interrogatory

The witness saith I met Mrs Castle as I have stated at her house but had no conversation with her on business

6 Answer to the sixth Interrogatory

The witness saith I received the letter of credit of which I have spoken from Ed Castle signed by himself and wife It was in substance a letter agreeing to become responsible for Mr E S Castle to the amount of three thousand dollars for goods purchased of Whulock & Daniels It had an endorsement by Jethrus Runyon & Barker affirming the responsibility of Mr & Mrs Castle After my return to New Castle I saw Colonel Joseph Jethrus and he made an endorsement of a guarantee on the letter of credit making himself personally responsible for the fulfillment of the letter and he also executed another separate paper to Whulock and Daniels covering the same ground I received these papers as Attorney for Whulock & Daniels to secure them for the Bill of goods sold to Ed Castle

of Answer to the Seventh Interrogatory

The witness saith I received the letter of credit from Ed Castle I think I brought it to New York and delivered it to Whulock & Daniels There was a final settlement in New York in August 1856 in Whulock & Daniels store at which Colonel Jethrus and myself & Mr Whulock were present The letter of credit and other papers were then left with me

together with a small note signed by Joseph
 Pitkin which was to hold till I received
 Daniel Ekton & Co's note for \$2000 and Pitkin's
 note for about \$110 when I was to send the
 papers to Pitkin which I did I sent the
 letter of credit to him by mail directed to
 Chicago this was in the latter part of August
 or first of September 1836

8 Answer to the Eight Interrogatory

The witness saith While in Chicago I enquired
 of Mr Barker of the firm of Pitkin Runyon
 and Barker about the credit and business
 standing of E. S. Castle & his report was very
 favorable I enquired of several others who
 had been named to us E. S. Castle and they
 gave him a moderate character, but from
 my enquiries I was not satisfied with his
 responsibility

9 Answer to the ninth Interrogatory

The witness saith There was a tract of land
 which E. S. Castle proposed to convey to
 Mrs Daniels or Mr Whulock as security
 for the payment of the debt This land
 was in Illinois in the military Trust so called
 I believe I think it was five hundred acres
 I talked to many persons about its value
 other than E. S. Castle & Joseph Pitkin and

would learn nothing about its value I think E. S. Castle estimated it at from one to twenty dollars an acre

10 Answer to the Tenth Interrogatory

The witness saith I did not ^{see} it there. It was impossible because of the absence of Colonel Pittkin. It was finally closed in New York by Colonel Pittkin executing the guaranty I have spoken of and then we telegraphed to Chicago to deliver the goods

11 Answer to the Eleventh Interrogatory

The witness saith The paper was shown me and marked exhibit. It is as nearly as I can remember a copy of the letter of credit & its endorsement and guaranty which I procured as I have stated. My means of knowledge are that I procured the paper had it in my possession some time have frequently seen it and remember its contents quite distinctly

12 Answer to the twelfth Interrogatory The witness saith I have none

13 Answer to the thirteenth Interrogatory The witness saith It may be important to say that three of the notes given by Ed Castle were paid at maturity & the balance were taken up by Colonel Pittkin in August 1856 by giving Harriet Colston & Co's note for \$2000 & his own

for \$410 or thereabouts at which time I sent
the letter of credit & the time I sent the
letter of credit & the old notes

Theodore J. Fonda

I, William A. Prime of the city county and State of
New York a commissioner duly appointed
to take the deposition of the said Theodore J. Fonda
a witness whose name is subscribed to the fore-
going do hereby certify that previous to the
commencement of the examination of the said
Theodore J. Fonda as a witness in the suit between
Emeline Castle who sued by her next friend
Amos Bennett complainant and the said Richard
H. Swift & others defendants he was duly sworn
by me as such commissioner to testify the truth
in relation to the matter in controversy between
the said Emeline Castle who sued & complainant
and said Richard H. Swift & others defendants
so far as he should be interrogated concerning
the same

And that the said deposition was taken at
my office in the city of New York in the county
& state of New York on the 11th day of February
A.D. 1858 and that after said deposition was
taken by me as aforesaid, the interrogatories and
answers thereto as written down were read over
to the said witness and that thereupon the same
was signed and sworn to by the said deponent.

Thodore J. Tindal before me the oath being
administered by me as such commissioner at the
place and on the day and year last aforesaid

William L. Spive

Commissioner

13 *Deposition of*
Silbert E. Daniels.

The deposition of Gilbert E Daniels of the County
of Kings in the State of New York a witness of
lawful age Produced and sworn and examined
upon his corporal oath on the Eleventh and twelfth
days of February in the year of our Lord Eighteen Hundred
Fifty Eight at the office of William K Prime in
the City of County & State of New York by one William
K Prime a Commissioner duly appointed by a
Reverend Potestatum or a commission issued out
of the Clerks office of the Circuit Court of St. George
County in the name of John Gas Ery Clerk of
the said Circuit Court with the seal of the
said Court affixed thereto and to me directed
as such Commissioner for the examination of the
said Gilbert E Daniels a witness in a certain
suit and matter in controversy now pending
and undetermined in the said Circuit Court
wherein Emeline Castle who sues by Amos Bennett
her next friend is complainant and Richard
W. Swift and others are defendants as well upon
the Cross interrogatories of the Plaintiff as on the
interrogatories of the defendants which were at-
tached to or enclosed with the said commission and upon
more than The said Gilbert E Daniels being first
duly sworn by me as a witness in the said cause
previous to the commencement of his examination to testify
the truth as well on the part of the Plaintiff as the
defendants in relation to the matters in controversy
between the said Plaintiff & defendants so far as he

854 should be interrogated, testified, and deposed
as follows first

M.S.P.

- 1 Answer to the first Interrogatory The witness saith
my name is Gilbert E Daniels my age 28 years
my residence Brooklyn in New York I am and
have been since 1854 in mercantile business in New
York City
- 2 Answer to the second Interrogatory My name is
O. Henry - Ed. Castle in July or August 1855 and
I knew Joseph Dickins about a year afterwards
- 3 Answer to the third Interrogatory The witness saith
I was in business with A. D. Whulock under the
firm name of Whulock & Daniels in New York
City in July & August 1855 Ed. Castle bought a
bill of goods of us Mr Whulock did the most
of the business with him Mr Castle proposed to
give some land as security for the bill before we
were willing to deliver the goods There was consider-
-able negotiation and we finally shipped the
goods to C. K. Has at Chicago to be delivered in
case of Mr Castle making his securities satisfactory
there We then became alarmed about the goods
and sent Mr Fords an counsel out to Chicago
to attend to them When he returned he brought
with him a letter ^{of credit} signed by Emmeline Castle

and E. W. Castle and it was then understood that the goods would be delivered on Mr. J. P. Fitts making an additional guarantee that he did and we then ordered the goods to be delivered

4 Answer to the fourth Interrogatory The witness saith We had such a letter of Credit - which Mr. Jenda brought from Chicago It was signed by E. W. Castle and Emmeline Castle and there was also an underwriting or endorsement signed by Fitts, Runyon & Barker I think Colonel Fitts subsequently added a regular guarantee I do not know in whose possession it now is I last saw it in our store and was not present when Mr. Whalock made the final settlement with Mr. Fitts but ^{it went to Capt. Fitts} Fitts where he finally settled up the bill of goods

BVP

5 Answer to the fifth Interrogatory The witness saith The substance of the letter of credit was a guarantee of payment of our claims against E. W. Castle for the bill of goods sold to the extent of three thousand dollars The underwriting or endorsement of Fitts, Runyon & Barker was in substance a certificate of the responsibility of E. W. Castle & Emmeline Castle Federal Fitts addition was a general guarantee for the fulfillment of the letter of credit by E. W. Castle & Emmeline Castle,

1836
Answer to the sixth Interrogatory The witness saith The paper now shown more marked Exhibit A (here annexed) is I believe a copy of the letter of credit and of the endorsements or endorsements of which I have spoken I testify from memory which is my means of knowledge.

7 Answer to the seventh Interrogatory The witness saith My Whillock conducted those inquiries and I cannot state that I learned anything I have no written communications to attack

8 Answer to the Eighth Interrogatory
The witness saith he has nothing further to say
Gilbert E Daniels

I William C Prince of the City County and state of New York a commissioner duly appointed to take the deposition of the said Gilbert E Daniels a witness in the suit whose name is subscribed to the foregoing deposition do hereby certify that previous to the commencement of the examination of the said Gilbert E Daniels as a witness in the suit between the said Emeline Castle who sued by her next friend Amos Bennett complainant and the said Richard W Swift & others defendants he was duly sworn by me as such commissioner to testify the truth in relation to the matters in controversy between the said Emeline Castle

The Deposition of Adam D Whulock
of the County of King in the state of New
York a witness of lawful age (produced sworn and
Examined upon his corporal oath on the eleventh day
of February in the year of our Lord Eighteen Hundred
Fifty Eight at the office of William L. Prime a Commissioner
- or & in the city county & State of New York by me
William L. Prime a Commissioner duly appointed by
a Sedimus Potestatum or commission issued out of
the clerks office of the Circuit Court of Du Page County
in the state of Illinois bearing test in the name
of John G. Eg Clerk of the said Circuit Court
with the seal of said court affixed thereto and to
me directed as such Commissioner for the examination
of the said Adam D Whulock a witness in a certain
suit and matter in controversy now pending and
undetermined in the said Circuit Court wherein
Emeline Castle who sued by Amos Bennett her next
Friend is complainant and Richard H Swift and
others are defendants in behalf of the said defen-
- dants as well upon the cross interrogatories of the
Plaintiff as on the interrogatories of the defendants
which were attached to or endorsed with the said
commission and upon more others

The said Adam D Whulock being first duly
sworn by me as a witness in the said cause
prior to the commencement of his examination to
testify the truth as well on the part of the Plaintiff

as the defendant in relation to the matters in controversy between the said Plaintiff & defendant so far as he should be interrogated testified & deposed of follows:

M.S.P.

1 Answer to the first Interrogatory

The witness saith - My name is Adam A. Whulock my age 32 years my residence is Brooklyn Long Island in New York State and since 1854 I have been and now am a merchant

2 Answer to the second Interrogatory The witness saith I know Ed. Castle who called in my store in New York in July 1855 I had negotiations with him at that time & he introduced me to Ed. Castle I have since known Joseph Hillman

3 Answer to the third interrogatory

The witness saith I had at that time a negotiation with Ed. Castle He was the party making the negotiation He called us the store to purchase a lot of goods Boots and shoes He proposed to buy some goods and to deed to us some lands in Illinois in a military tract as security for the payment of the bill By us I mean Whulock and Daniels for Hillman & Daniels was then my partner after making the proposition he wanted me to go up to the latter House and see

Ed. Castle who he said could tell me about the land
I went with him and saw Ed. Castle who he said
could tell me about the land I went with him
and saw Ed. Castle. When I got up there Ed. Castle
did all the talking. We rather objected to Ed.
Castle giving us the land for he said the land
was worth really more than all the goods he
wanted to buy. Then I think we came back to
the store and Ed. Castle selected the goods to the amount
of \$341.61. This was July 26 1855. The goods were not
packed but we were to write to Chicago for
further information.

We kept coming into the store and wanted the
goods very much and finally we shipped the
goods to C. Rose at Chicago who was a friend
of ours and who was to deliver them on being
satisfied with the security. After we started the
goods we received a telegraphic dispatch from a
young man in our employ who was travelling and
then in Chicago informing us in substance that
we had better get the goods back, and we then
employed F. A. Jonda to go out to Chicago and
take care of our interests with power to deliver the
goods when he was satisfied of the security.
When Mr. Jonda came back some time he had
not delivered the goods and instead of taking
the land he had taken a letter of credit
which he brought to us from Ed. Castle
and Emilio Castle with an addition of

8
Silliman's Remittance & Banked This letter of credit
Mr Souda had taken with the understanding that
Colonel Silliman then at the East would add to it
his personal guarantee and then the goods were
to be delivered to E. Castle, Colonel Silliman signed
such guarantee on or about August 22^d in New
York and we then I think telegraphed at all
events sent word to Chicago to deliver the goods to
E. Castle and they were delivered, we received a
letter from E. Castle acknowledging receipt of the
goods and enclosing his notes nine notes \$1000
each at two, three, four five six seven eight nine and
ten months respectively all dated August 25^d 1855
I annex the said original letter to this deposition
to be marked Exhibit B. The first three notes, two
three and four months were paid at maturity. The
others were ^{not} paid. We held Colonel Silliman on his
guarantee and he admitted it and settled the
remaining notes by giving us other paper for 2000
and his own note for the balance which was about
\$410 We made no deduction except by taking
long paper at simple interest and we then I
think gave up to Colonel Silliman the letter of credit
and his own guarantee

4 Answer to Fourth Interrogatory

The witness saith I had such a letter as I
have stated I received it I think from the
hands of Mr Souda That is our firm receipt

Mr Ford bought it I suppose from Chicago
It was signed by E. H. Castle and Ernestine
Castle with a note at the foot signed by J. H. Silliman
Rumyow and Barker to the best of my recollection
I last saw it when it when I delivered it to
Colonel Joseph Silliman in New York in August
1856 when he made the settlement I have spoken
I do not know in whose possession it now is unless ⁱⁿ his

5 Answer to the Fifth Interrogatory

The witness saith As near as
I can recollect the substance of the letter was that
E. H. Castle to the amount of \$5000 for one year
that is the guarantee should and Ernestine Castle
would become responsible for goods purchased
of us by E. H. Castle to the amount of \$5000
for one year that is the guarantee should extend
a year from its date and they would pay his
bills within six months after maturity There was
an underwriting signed by Silliman Rumyow & Barker
to the effect that they considered the responsibility
of the guarantee beyond question and good for
at least ten times the amount subsequently
by by Colonel Silliman added another general
guarantee which was either on the same piece
of or on a separate paper but I am not positive
which. The underwriting of Silliman Rumyow
& Barker was on the paper when we received

made it from Mr Senda I think at New York about the 22^d August 1855 (It was a distinct personal guarantee on his part that the letter of credit should be carried out by E. H. Castle and Ernestine Castle and prompt payment made to White & Daniels) This last guarantee was drawn up by our counsel Mr Senda and executed by Mr Sullivan in New York

6 Answer to the Sixth Interrogatory

The witness saith The papers Exhibited At New York shown to me is I believe an exact copy of the letter of credit and the underwriting and guarantee of which I have spoken. It certainly contains the substance of them, my means of knowledge are the fact that we had the letter in our possession and my recollection of its contents is quite distinct and my memory is fully refreshed by reading over this copy I particularly remember the expression in it "we shall entertain ~~the~~ hope &c" which I then thought a singular expression in a letter of guarantee

7 Answer to the seventh Interrogatory

The witness saith From the enquiries we there made of other parties we were not at all satisfied with the business character and standing of E. S. Castle in Chicago The result of our enquiries was that we were advised not to sell the goods unless

we got good securities I have no written com-
-munications that I can now find on the subject

8 Answer to the Eighth Interrogatory

The witness saith I desire to say that after the
note matured and was not paid of which I
have spoken I was in Chicago I think it was in
July 1886 and I then saw Colonel Joseph Silliman
I called on him to hear what he would do about
the note and his guarantee He proposed giving
me or some land in or near Muncie in Iowa
I cannot tell the number of acres or what
he valued it at He gave me the description
of the land to enquire about but I did
nothing about it till he came on to Mulvick
in August and made the other arrangement
of which I have spoken

I also annex hereto a letter which we received
from Ed. Castle dated August 7th 1885 to be
marked Exhibit A. I desire to add that
I now remember in regard to the fourth inter-
rogatory that I did not deliver the letter to
Col Silliman himself when the settlement was
concluded at our store, Silliman had not the
note he was to give with him there, and
Mr Sonda took all the papers to his office to
hold till Mr Silliman should bring or send him
the papers ^{and} on which was Hank letter & Co's

Note I last saw the letter of credit in Mrs
Dond's possession

A. W. Whulock

I William Prince of the City County & State of New
York a Commissioner duly appointed to take
the deposition of the said Adam W. Whulock a witness
whose name is subscribed to the foregoing deposition
do hereby certify that previous to the commencement
of the examination of the said Adam W. Whulock as a witness
in the suit in between the said Emmeline Castle who
sues by her next friend Amos Bennett Complainant
and the said Richard W. Swift & others defendants
he was duly sworn by me as such Commissioner
to testify the truth in relation to the matters in
Controversy between the said Emmeline Castle who
sues by her next friend Complainant and said
Ric^d W. Swift & others defendants so far as he
should be interrogated concerning the same
And that the said deposition was taken at
my office in the city of New York in the County
& State of New York in the 11th day of February
A. D. 1858 and that after said deposition was taken
by me as aforesaid, the interrogatories and answers
thereto as written down were read over to the said
witness: and that thereupon the same was signed
and sworn to by the said deponent Adam W. Whulock
before me, the oath being administered by

as such Commissions at the place & on the day
and year last aforesaid

William LePine
Commissary

Exhibit B referred to in the
Deposition of Adam D. Whulock

W. C. Paine

Commissioner

Chicago, Sept 6 1858

Whulock & Amiel

Sir: I have finally read
all the goods I got of you the last shipped by
water which was stopped at Buffalo took a great
while to get here & I was afraid would not come
at all But they are here & I have just opened
them & I enclose you my notes I hope after
this that all things will go on in a smooth
way as it will be my greatest object with
to do things a Right. Mr. Lomas who you
sent out to Chicago I consider a Gentleman in
all respects Yours with Respect

E. S. Castle

ex B 1
768

On the back of the Depositions of A. D. Wheelock
G. E. Daniels & J. S. Fardo is the following
filing - Filed Feb'y 15th 1858
J. O. Norton Judge

Exhibit C referred to in the
deposition of Adam McWhorter

W. C. Price

Couns.

Chicago August 7 1855.

Whelock & Demils

Sir I this morning
Recd your bill & some photos & letters explaining
matters Mr Wood of your firm was in &
I showed him your letter & notes I told
him that Mr Whelock would Recollect of
statemy at my suggestion that the notes should
be dated Aug 1st as it was so near Mr Wood
said he would take them down & have them
made right & sent back so I did not
take them & believe that was so but if
you say so I will give them at July 26
the deed of the land will be made ready
to morrow or next day & handed over to
Mr Rose according to understanding I hope
you will feel satisfied with all that has been said
& done on my part as I intend all to be right
Please write me one receipt of this with the
notes & I will sign & send back by Mail
Yours with Respect

E. L. Castle

Also the subpoena served on J. L. Dickey
as follows to wit:

State of Illinois
Du Page County } ss

The People of the State of
Illinois to the Sheriff of said county, Greeting:
We command you, that you summon Orion
S. Rose & J. L. Dickey and that he bring into
him a certain letter of credit given by the Complain-
ant & her husband to Wheelock & Daniels of New York
city dated August 14th 1855, if they shall be found
in your county, personally to be and appear be-
fore the Circuit Court of said county, on the first
day of the next term thereof, to be holden at the
Court House in Naperville in said county, on the
first Monday of January next to testify and
the truth to speak in or certain case now depen-
ding and undetermined in said court, wherein
Emmeline Cattle is Plaintiff and Richard N.
Swift et al are Defendants; on the part of the
said (Defts and) this they shall in no wise omit
under the penalty of the law; and have you then
and there this writ. Witness John Glos, Clerk of
our said Court, and the seal thereof, at Nape-
ville this 30th day of December Anno Domini 1857

Court
seal

John Glos

Clerk

Endorsed therein as follows

This subpoena served on me Jan'y
1st 1858. J. L. Dickey

State of Illinois }
County of Cook } ss

Mrs Mallett being duly
sworn, says that he did on the 2^d day of Jan-
uary a.d. 1858 give the within subpoena to
Orin S. Rose & that he said Rose read it in
his hearing. That he tendered to and said Rose
received five dollars.

Subscribed & sworn to Mrs Mallett
this 2^d day of January
1857 before me

J. M. Thompson
Notary Public

N.P.
read

Filed Jan'y 4th 1858
John Glas clk

Also the Deposition of E. S. Carter as follows
to wit

Deposition of Edmund S. Castle -

1st Int. What is your name, age residence, and occupation -

Ans. In answer to the first interrogatory the witness says His name is Edmund S. Castle age forty seven last August, his residence is Clarksville Britton County Iowa his occupation Hotel Keeper

2nd Int Do you know the parties to this suit or either or any of them, if so, which, and how long have you so known them respectively.

Ans. He know the parties to this suit between the years of 1820 and the present time

3rd Int When did you reside during the year of 1855, and the early part of 1856 in what business were you engaged?

Ans. In answer to the third interrogatory the witness says

He resided in the City of Chicago State of Illinois and was engaged in selling goods

4th Int Did you and Edward H. Castle one of the defendants in this cause have any conversation in the year 1855 about procuring goods on credit, if so state what was said between you and him, on that subject and when it took place,

Ans. In answer to the fourth interrogatory the witness says. I had such conversation in the month of June or July in front of E. H. Castle's office 100 Randolph St in the City of Chicago. He said he would furnish me with credit to a large amount if I would do as he wanted me to and I was to make no move in business without consulting him or Joseph D. Hill as

he could not afford to work for nothing and expected to be well paid in matters of that kind

5th Inter.

When did he go soon after this conversation did you join him there if so at whose suggestion or request.

Answer.

In answer to the fifth interrogatory the witness says

After this conversation he went to New York at which place he wrote me to join him

6th Inter.

State every thing that occurred in New York touching the purchase of goods on credit in your name, what you said and did? what said Edward A. Castle said and did? what he told you he had said and done - Whether or not you obtained any goods & if so from whom give the full details of the whole matter that then occurred with such explanations as to persons places and things as are pertinent to the subject matter of this inquiry and material to a full understanding of your answer thereto

Answer

In answer to the sixth interrogatory the witness says

He did join him in the month of July 1835 at New York after conversation had together then he handed me a list of names and told me to procure others and to go around and see any of them whom I could purchase any bills of goods, it did not make any difference who they were provided they would trade for land I called on Phulock and Daniels on Dry Street in New York City to whom I represented at the suggestion of the Captain that I was in the market and wanted to purchase a Bill

of boots and shoes they said they would like to sell and asked me how I wished to purchase. I told them I wanted to ~~purchase~~ buy on the usual credit or trade him some lands I owned in Fulton County Illinois. They said they had a favorable impression of them and I referred them to ^{Cap.} E. A. Castle who was then staying at the St. Nicholas as the Cap. and myself had agreed upon at his suggestion he was to appear as a stranger and in no way related to me but to represent himself as a person in the real estate line and well posted in the value of lands in the state of Illinois. I returned from Whetlock's and Daniels' store to the St. Nicholas saw the Captain and told him that I had an interview with Whetlock of the firm of Whetlock & Daniels, and that Whetlock would call on him to ascertain if my statements were correct in reference to the value of the land in Fulton County we had agreed prior to this that ten dollars was to be the price per acre for the land and so we were both to represent it on the evening of the same day he told me, Whetlock had called on him and that he had told Whetlock, he knew me very well by representation, as a business man that I stood well in Chicago as a business man and that I was a safe man to call on and that he knew that I owned 400 acres of land in Fulton Co. Illinois which was well worth ten dollars per acre - that he knew this from the fact that the purchase of it had passed through his hands as a real estate agent and that a deed awarded me or the person to whom I disposed of my

title to the same in his office in Chicago he also
 said that he had showed Wheelock the letter from
 a person purporting to be at Fulton County which
 letter represented that lands were coming up
 in Fulton County and those in the neighborhood
 of mine especially this letter I knew nothing
 about save that I suspected was a fabrication
 from the fact that I knew the lands were not of
 that value he also said that he had agreed to
 call on Wheelock at his store and that I had
 better happen ~~to~~ in there as if by accident about
 the same time and that we would then fix it
 up. We the next morning started from the St
 Nicholas together for Wheelock & Daniels store
 He went directly to their store at his suggestion
 I went down Courtland Street and came by
 another street and happened into Wheelock's
 and Daniels store as if by accident we spoke
 together and he remarked that he understood
 from Mr. Wheelock that he ~~was~~ ^{was} ~~and myself~~
^{were about} making a trade for lands in some way. Now
 I am a real estate man and I know the value
 of them I have been on them and they are
 worth ten dollars per acre and that W. & S.
 Carter owns them and that a deed awaits
 him in our office in Chicago from Colonel Joseph
 Silliman my partner This was all said in
 the presence of Mr. Wheelock he then handed
 Wheelock his card the same having the
 firm card of Silliman's Estate he pointed
 out the references on it to Mr. Wheelock and
 left the store I then agreed to purchase of
 Wheelock & Daniels a bill of goods and
 they agreed to sell me the same upon

my agreeing to give them my notes the first
of which was to become due in 60 days after
the delivery of the goods at Chicago and the notes
to fall due every month thereafter until the whole
amount of the bill was paid and I think the
land was to be decided by me to Orin & Rose
as their Trustees as collateral security & then
I bought of them a bill of goods & shoes amounting
to the sum of \$3400, or thereabouts these were
the only parties we could purchase. Ed
Castle he went himself to other parties in
New York - so he told me - and obtained from them
their business cards and represented he knew of
a Man in Illinois who owned valuable real
estate there that he was then in New York wanting
to purchase goods in their line, that he had
set them up considerable with them -
he then desired me to call on those men
and if possible to purchase. of them and
give them any land in Fulton County
and he would assure them that I was the
owner - but did not succeed in obtaining
goods from any party in their representation,

u
7/11/81

If you say, you obtained any goods
in New York, then state whether or not they
were sent to Chicago and to whom and
what occurred thereafter touching them
If you obtained the goods state how and
by what means & representations by whom
made, state all the details fully and at large

Ans:

In answer to the seventh interrogatory the
witness says -

The goods were sent to Chicago to Orin &
Rose by agreement between Whittier & myself

I left New York the latter part of July 1835 & Mr Castle remained in New York until about the 10 or 12 of August, the goods from Wheelock and Daniels came a short time after I had notice from Romi I Rose of their arrival and that he had directions from Wheelock and Daniels ~~not~~ ~~to~~ ~~deliver~~ ~~them~~ ~~until~~ the deed of the land in Fulton County was made out to them from Colonel Feltens as grantor some delay occurring Wheelock & Daniels became suspicious and sent their lawyer J. S. Fonda to investigate the matter he called on me & Mr Castle and was assured by him that the transaction was all right and that I owned the land and that as soon as Col Feltens came home the deed should be made out. He took Fonda to Feltens Ruryon & Bartlett and thus was assured by Ruryon & Bartlett that the transaction was all right and that I was perfectly good, and that on the Col. return the deed would be made out as promised. Fonda returned to New York satisfied and shortly a Telegraph despatch was sent to Rose by Wheelock & Daniels to deliver the goods to me Rose afterwards gave me an order for the goods and I took them to my store 234 Lake Street after this and sometime in the month of August E. A. Castle called at my store and told me that he had received a letter from Col Feltens from New York in which he stated he had given Wheelock & Daniels a deed for the land in Fulton County and made them all right and ^{hands} satisfied.

8th Interl. What did you do with those goods.

Answer

In reply to the eighth Interrogatory
The witness says it is fully answered in the seventh.

9th Interrogatory

Did you have afterwards any conversation with said E. St. Castle about the making of a deed by said ^WFillkins - if so - what did he say about it -

Answer

In reply to the ninth Interrogatory the witness says it is fully answered in the seventh.

10th Interrogatory

Did you ever have a store in Dubuque Iowa. If so when & who did you place in charge of it. How long did he remain in charge if removed why, & who succeeded him.

Answer

In reply to the 10th Interrogatory the witness says
He did have a store in Dubuque Iowa placed there in July 1855 in charge of my son Frederick St. Castle he remained in charge about 2 Months after E. St. Castle's return from St. L. he insisted upon John D. Parks of the firm of Fillkins Castle & Co. to go to Dubuque to supersede my son and requested me to write a letter to my son to give up all control of business to said Parks to which I reluctantly consented and I did write

11th Interrogatory

Did you ever purchase any goods of Ferrill & Moore, if so, when and how at whose suggestion, upon what, if any references give all the details that led to, and followed the purchase the terms and amount thereof and what became thereof.

Answer

In reply to the eleventh Interrogatory the witness says
He did purchase goods of Ferrill & Moore in the latter part of September Parks came from

Dubuque to Chicago and the first night stayed
at the house of E. A. Castle and in the morning
E. A. Castle came to my store 234 Lake St and told
me that he and Parks had a long talk over night
and Parks said they wanted more goods at
Dubuque and that I must look around and
see who I could give against any kind of goods
would do but ^{Parks said} liquors would sell ~~the~~ best
there and quicker than anything else and the
E. A. Castle thought I had better buy liquors
as they could be turned into cash quicker than
I expected because it was not of our kind of
business he said, that it did not make any difference
as long as it would bring the Cash quick and
make capital which could be turned over
without loss of time and ^{that} Parks thought so too.

I then went to Surrill & Haues Store and told
them I wanted to purchase ^{a bill of} liquors to be sent
to Dubuque and referred them to William
Castle & Co and William Ransom & Parker & Co.
E. A. Castle had always directed me to do I went
down to Surrill & Haues the next day and
introduced Parks as my employe at Dubuque
he Parks selected the goods and they were
shipped by Surrill & Haues to Dubuque this
bill amounted to \$1200 or thereabouts in 4
months time.

12th Inst

Did you ever purchase any goods of Wendell
Mallery Pawham & of E. P. Killogg & Co. if so
then state when and what amount or value
at whose suggestion or what, and whose
representation, state fully all the details touching
the purchase of said goods, and the disbursements
thereof, from said firms respectively,

Answer,

In answer to the 12th Interrogatory the witness says
He did purchase goods of Benedict Mallory
& Fankham and of E. R. Killogg & Co. on or near
the 1st of October A.D. 1855 - hats and caps to the
amount of some \$1100 (the two) which goods
were bought of the parties by me on the same
representation, and same references as the
Synell & Haven Bill and selected by S. D.
Parks and shipped to Dubuque for my store
there

13th Interrogatory

Did you ever purchase any goods of A. D.
Edwards & Co., if so when & to what amount or
value at whose suggestion or what whose
representations state fully all the details touching
the purchase of said goods and the disposition
thereof,

Answer

In answer to the 13th Interrogatory the witness says
In a short time after Parks came from
Dubuque again for more goods, and he and
E. H. Castle said they would require more goods,
E. H. Castle suggested that I should try Edwards
and if I did not succeed in getting them there
to try until I did I called at Edwards, gave
him the usual references on the two firms, Feltner,
Castle & Co. & William Remyon & Parker I called
the next day with Parks whom I introduced and
he selected the stock of some \$900, worth which
were shipped to Dubuque

14th Interrogatory

What about the time of the last purchase
was said between you and said E. H. Castle
as to said Parks going to New York City to
~~purchase~~ ^{buy} goods and what was conducted on

Answer,

In answer to the 14th Interrogatory the witness says
That in the month of Nov. E. H. Castle Parks &

myself being present the Captain talked of the great advantage Parks would have in NY in obtaining credit over me in being better posted he would obtain a larger purchase he was also to represent me as doing a heavy business and being a reliable man this was all suggested by the Captain and concluded upon

15th July

Did said Parks obtain a gold watch and Chain from any one if so from whom and how and when and what became of it & why was it bought -

answer

In reply to the 15th Interrog^y the witness says I was asked previous to Parks departure how my credit stood with ^{the} Jewellers I answered that I thought I had some East Castle said he would like to have Parks have a good Gold watch & Chain as he was going to N York he would like to make a good appearance I went with Park, over to see E. E. Cook's Jewellery store he selected a watch and chain valued at \$150 for which I gave my note and the watch and chain was delivered to Parks

16th "

Did said Parks go down to N York in the fall of 1855 if so for what purpose, and at whose suggestion

In answer to the 16th interrogatory the witness says that Parks did go to New York at the suggestion of East Castle and with my acquiescence and I furnished him with money for expenses

17th July

After he had been gone did you hear of any inquiries being made as to your responsibility if so, state the circumstances

within your knowledge and what if any thing was said to you by others, they whom, as to what had been said on that subject

Answer In reply to seventeenth Interrogatory the witness says. That White Park was in 1874 he made references to some persons on a purchase he was about to make an application concerning me was made by Telegraph through Commercial agency of Chicago Mr. Douglas or some one of his employees waited upon Mr. Joseph Felkins, to ascertain if he held any incumbrances on my property which were liens. Mr. Felkins informed him, as he told me, that all those liens had been cancelled, and that I was perfectly good and worth \$8000, above board and all that he had held against me had been paid off the Agent then waited on me to hear what I had to say and then informed me of Felkins statement to him which agreed with the statement made by Felkins to me

18th Feb.

In November 1835 did you have any conversation with said Ed. Hallett about buying goods on credit if so state all he said to you on the subject both before and after - If you purchased any state of when, and upon what representations, and references and by whom made and what amount was so purchased what became of them and why were they sent there

Answer

In answer to the eighteenth interrogatory the witness says. About the 26th Nov^r. 1835 The Captain came to me in my store and said he had a nice thing on hand for me and that I must go to his office on going there I was introduced to a James Bullard of New York state who had ^{some} \$2700 ^{worth} of goods

in ready made clothing after a few minutes
conversation Bellard sat down and wrote
two notes which I signed for the above amounts
that were to become due in six & 12 Months then
goods I took to my store on Lake St & repacked
and sent to Dubuque the Genl was a Spectator
and the Capt. pretended to be one too. The Capt.
said to me in a laughing way afterwards that
it meaning the sale was well got ~~set~~ up

19. Feb

Did you in the fall of 1855 or at any other
time I asked purchased any goods of Iderson
Jordan Bellows if so at whose suggestion upon
what terms & representations by whom made
what amount & what became of them

Ans: In reply to the nineteenth Interrogatory the
Witness says. I purchased of Iderson Jordan
and Bellows a bill of India rubber goods
at the suggestion of East Castle Sweet to their
store with the usual reference ^{to} Filkin, Castle
& Co Filkins Runyon & Banker ^{and went down} called and obtained
of them a bill to the amount of \$600 then were
shipped to Dubuque, & East Castle afterwards
went to Iderson Jordan & Bellows and
purchased a large India rubber covering for
his horse and carriage and told them to
charge to me which was done

20. Feb

Did you in the month of November 1855 go to
Dubuque if so for what purpose - after your
arrival there what occurred between you
and Filkins and Castle ^{touching the goods} then held and
business then carried on in your names
state fully all that was said, & done,
and why it was done.

Ans: In reply to the 20th interrogatory the Witness

On Saturday in the month of Nov^r 1853 I started for Dubuque for the purpose of seeing how my business was progressing, intending to return on Monday night after, On Monday I received a Telegraph Dispatch purporting to be from Joseph Perkins at Chicago requesting me to wait until the arrival of the evening train I went to the hotel that evening expecting to meet him but in his stead I saw E. H. Castle he took me aside and said I had better confess a judgment in Joseph Perkins favor in case of any emergency so they could be on the safe side I objected to it as my credit stood well in Dubuque but as I was under their influence I reluctantly consented to it and confessed a judgment in favor of Joseph Perkins to the amount of between 75 & 80 v^o which I did not owe him.

21st Feb

When did you return to Chicago, did you on your return purchase any goods of Day & Lee if so at whose suggestion, in what amount, upon what & whose representations, upon what terms and what became of them,

Answer

In reply to the U. S. Interrogatory Wadup says The next day I returned on the same train at the time E. H. Castle said I had better be about and buy more goods I then went to Day & Lee and gave them the same reference I had given to others I called the next day & purchased of them a bill of goods to the amount of \$500 and left orders that they be shipped to Dubuque which was done

22nd Feb

Did you during the fall of 1853 purchase any goods of C. V. Colby if so, when, at whose suggestion, in what amount, upon what & whose

representations upon what terms what led to their purchase then of how did the subject come to be first introduced to you + Castle and what became of them,

Ans. In reply to the 22^d Interrogatory the witness says Upon I went to Dubuque & Colby + myself had a conversation about the purchase of a stock of Boots + Shoes which he had on hand after I returned from Dubuque and after the judgment was confessed I spoke to Castle about the trade with Colby and he said by all means to purchase and not to let the chance slip I also had a conversation with Joseph Fittins in respect to the purchase and he advised me to purchase them which I did referring as usual to the firms of Fittins, Castle & Co Fittins Remyon Barker the full purchase of Colby amounted to between \$2000 and \$2700. a portion of which were kept in Chicago and the remainder sent to Dubuque

23^d Inter. Did you purchase any goods of Willard Peck & Co if so when, at whose suggestion in what amount, what were they, upon what, and whose representations, or reference upon what terms and what became of them

Ans. In reply to the 23^d Interrogatory witness says I also purchased at the request of Castle a bill of furniture of the firm of Willard Peck & Co. to the amount of which I do not recollect but believe to be about \$500 the furniture was selected by Castle charged to me and the furniture was sent to his house and used by him.

24th Inter. Were any goods purchased of the Defendant

Jacobus if so when at whose suggestion in what
amount in whose name, by whom what
was they and what became of them

Ans^r

In reply to the 24th Interrogatory the witness
says He purchased of Jacobus Brothers
about the same amount as of Willard Park
His selection was made by Est. Castle sent
to his house and used by him the same
representations and references as usual
J. D. Parks also went to Jacobus Brothers and
selected a stack of Furniture for Parks which
was charged to Mr the furniture being
sent to E. A. Castle's house for Parks who at
that time was staying there with his wife the
amount was over \$90

25th Inter.

Was any thing said to you by said Est
Castle about buying a carriage if so
when and what, what was said & done by
you then about it, if purchased - from
whom upon what terms & representations
and what became of it.

Ans^r

In reply to 25th Interrogatory the witness says
In December 1855 Est Castle called at my
store and said he wanted a carriage he prefers
to have a family carriage he asked if I knew
any one in the carriage line I said No - not that
I know when I could purchase He said I
will tell you at Tucker and Steinhilber
you will find a nice family carriage I
have been looking at it, and it is just
what I want I went to Tucker & Steinhilber
and told them that I wanted to buy the carriage
pointing it out to him and giving him the
usual references, bought the carriage at \$250

and the amount was charged to me on their books I sent my horse after it and brought it to my store where it stood for two or three days after which Captain Castle sent his team after it and took it home I afterwards saw it in his Cunnings House

26th

Did you after your return from Dubuque purchase any horses if so from whom at whose suggestion when upon what representation or reference by whom made upon what terms and what became of the said horses -

Answer

In reply to the 26th Interrogatory witness says I think after I returned from Dubuque I purchased two horses from a man by the name of Rawson and a harness for the same for \$200. E. Castle went down with me to look at them before the purchase and insisted that I should buy them by all means which I did, in a day or two he took one of the horses away to use and has since killed the other the horses were purchased at once.

27th Interrogatory

Did you purchase any goods of Fisher Carr & Co, if so what, when, at whose suggestion ~~when~~ upon what ~~representation~~ ^{reference} by whom made upon what terms who selected the goods & what became of them

Answer

In reply to the 27th Interrogatory witness says I also went to Fisher Carr & Co and of them purchased a bill of dry goods to the amount of \$1300. gave the usual reference, as in former purchases the goods were selected by Parks and sent to my store 234 Lake Street the same purchased at the suggestion of E. Castle Parks

28th Inter

Did you purchase any goods of Williams & Bond, if so, when at whose suggestion, in what amount, upon what reference, upon what, & whose representations, upon what terms, who selected them, what directions were given you by said E. A. Castle about marking the goods, and what became of them.

Answer In reply to the 28th Interrogatory, the witness says I also went to W. S. Bond and ^{gave} him the usual references and purchased of him a bill of goods to the amount of \$1216 these goods were selected by an acquaintance of mine not in my employ and sent to 235 Lake St. I ordered this good not to be marked, as E. A. Castle requested me to mark them for Dubuque myself as we were sending other goods there would be no suspicion raised that goods were purchased on four months time.

29th Inter

Did you purchase any goods of Post and Thompson - if so, when at whose suggestion, state all that was said and done by or between you and them, Post & Thompson and you and said E. Castle & Perkins about such purchases before it took place and what afterwards what amount did you purchase upon what terms reference, and representations, if any part was paid for what, and how, what became of the goods, if the direction as to where they were to be sent were changed then state when where why & at whose suggestion.

Answer In reply to the 29th Interrogatory, the witness says I first called ^{into} Post & Thompson and told them that I wanted to buy a Bill of goods

to send to Dubuque you show the usual references and found in conversation with them that I could not buy a large bill of goods of them without paying \$500 down I after this went to Fittins Castle & Co's office saw both of them Joseph Fittins & E. A. Castle and mentioned to them the fact that I could not purchase a large bill of Port & Thompson without paying \$500 down cash. E. A. Castle asked me if I could increase the bill by paying that amount down and if I could it would be \$1000, into Port & Thompson. at this time Joseph Fittins was by and heard all that passed. E. A. Castle turned to Fittins and asked him if the firm had that much \$500 in Bank Fittins said they had and that he would give a check for it on the next morning. E. A. Castle gave me a check on the Bank of Commerce for \$500, signed by Fittins Remyson & E. A. Castle payable to the order of Port & Thompson I went with this check to the store of Port & Thompson I told them I wanted to take the goods & pay the check they refused the check and I found to go with them to get it cashed. Mr. Thompson went ~~with~~ me to a Brokers office where we got it cashed I then went back to the store of ~~Port & Thompson~~ Port & Thompson and ordered the order of the shipment of the goods to Dubuque to be taken off and that the goods be sent to my store on Lake Street this alteration was suggested by both E. A. Castle & Fittins the goods were then sent to my store on Lake Street, this alteration was suggested by both E. A. Castle and Fittins the goods were then sent to my store on Lake Street the purchase

amounted to about \$1300. \$500 paid and
my note for the balance in four months then
was about the 11. July 1856

36. July

If any of the goods purchased in your name
as stated in answer to the preceding interrogatory
were removed from your store on Lake Street
after they were received there by you then State
by whom & when & how what you said about
such removal & to whom, what reply we made
thereto, when the goods were taken to what
became of them afterwards what if any thing
did you ever receive for them -

Answer

In reply to the 30. Interrogatory the witness
says. After my return from Leppin a
few evenings after this purchase and about
7 or 8 o'clock in the evening I was surprised
to find on approaching my store door a horse
and drag about being loaded with goods
and on entering my store I found E. H. Harts
and ^{Bonnie} Sullivan removing the goods, which
were purchased by me of W. S. Bond, Treas-
urer of S. F. White & Brothers I was much
surprised and asked them what they meant
& Harts assumed that I was not insured for
any large amount and they thought but blamed
them to their Star Store, 100 Randolph. I did not
like the transaction and that it was dishonest
I was satisfied that it was not their intention
to let the goods go to Dubuque I never received
any thing for the goods taken. a few evenings
after this E. H. Harts came into my store about
the same time in the evening and took away
the goods I had purchased of Post & Thompson
I think it was in the evening of the same day

They had been delivered at the store while being removed. When Kelly came in I objected to the goods being taken away. E. H. Castle said that it would not do to let them buy them and also that there was no use in sending them to Dubuque that the boys had more than they could sell and as he had better opportunity for selling at his store 100 Randolph St and he thought it best to take them than what he did. I never received a dollar on these goods or any other in the way of advancements or otherwise of any member of Fellows, Castle or Co or of the firm of Fellows, Ransom & Parker or from any other person in their employ except as before stated in regard to the \$500 that was put into my hands to affect the purchase of Fort Thompson.

31st Inter^y

Did you after these goods were removed as you have stated have any interview with said Castle, Fellows, Parks in which a discussion was had about your giving judgment notes your going to New York City and about taking papers then signed by yourself or other parties - if so state when and what was said and done by yourself and said Castle, Fellows, Parks during that interview and all the facts, inducements and considerations leading to the acts then and then done and what became of the papers then signed or made,

Answer

In answer to the 31st Interrogatory the witness says - In a conversation had some time after the removal of the goods it was proposed at the house of Joseph Fellows

when was present E. St. Castle, S. W. Parks
and myself the proposition of my going to New
York was discussed it was then proposed by
E. St. Castle that a paper should be drawn up
which would go to show that I had received
large advances from them on goods purchased of
Traser Carr & Co., William B. Bond & S. White
& Brother and that I had left them at their store
100 Randolph Street to be sold at Auction the
first paper that was drawn up was not
approved of by S. W. Parks he said it was not right,
and made Parks go and make it over saying
~~nothing~~ saying boys when you make anything of this
kind you must make it, so that parties can
not go behind it, that is my way of doing business
Parks said he would try and do better next time
and finally produced a paper that gave general
satisfaction this was the ^{one} signed I was, must
under their influence and did not refuse to
sign it at this time a judgment was also drawn
payable to Philander ~~Key~~ which I also signed the
amount I have forgotten but think it was \$1000
or \$1500 which I also signed, this was a paper
note and was signed that evening both that
understanding then ^{on} ^{same} paper were signed
and left with them, this evening it was agreed
~~it was agreed~~ by all parties that I should go to
New York and purchase as many goods as I could at
Boston or New York ~~I was at 100 Randolph St~~
on the same evening that I left for New York
I was at 100 Randolph St, Castle told Parks
to draw up a receipt for those goods bought of
Post & Thompson purporting to be for advances made on
them to me, which I signed I never received a

dollar from them or from any one in their employ
on such accounts or any other except as I have
before stated

32 Interrog

Did you the same night at 100 Randolph St
have any conversation or sign any papers
touching the goods purchased of Post & Thompson
if so state fully ^{all} that was said and done
and upon what if any consideration and
what became of the papers signed -

Answer

In answer to the 32nd Interrogatory the
witness ^{says} that all the questions are answered
in his reply to the 31st Interrogatory

33rd Interrog

Did you after this and when you ^{came} to New York City
and Boston while there, did you receive a
letter, if so, from whom, in whose hand writing
what has become of it what was its contents
for what purpose was this ^{sent} and who suggested
it

Answer

In reply to the 33rd Interrogatory the witness says
that when he reached Boston he found a letter
in Parker's hand writing of the firm of Pillsbury
& Co. saying that a person was there in
Chicago, and was anxious to purchase my land
in Fulton Co. he had told me of this before
I left and suggested that it was to ^{be} made use
of as a bait to make purchases with or to trade
off the land when opportunity offered. So he
then made a trade with a boot & shoe man on
Pearl Street with a quarter section of land as
collateral on a purchase of \$2500 worth of boots
and shoes I also purchased of two other parties in
Boston goods one bill of Mill Ferris to the
amount of \$800 on time and one bill
of Bernis Boyd to the amount of \$3500

The bill bought of Mills Forestal He was shipped to Chicago, on the other bill of Thomas Boyce He I was to give notes indorsed by Gilman Castle & Co. the goods were to be shipped to the care of Wadsworth Harkes who on receiving the notes were to let me have the goods, two lots of goods only were shipped from Boston to Chicago and on my receiving intelligence that my store was closed in Chicago I went around and gave orders to have the others retained

34th Interrogatory While you were in Boston on this occasion did you purchase any goods if so from whom, what amount, on what terms state fully all the details of your operations there and the results thereof and what became of the goods purchased.

Answer In reply to the 34th Interrogatory The witness says that all questions are fully answered in his reply to the 33rd Interrogatory

35th Interrogatory While in Boston on this occasion did you learn of your store in Chicago being closed if so what did you then do if you returned to Chicago what happened to you on your arrival there, where did you go, what did you do if you suffered any loss of Papers Memoranda or Books what were they & how did you lose them.

Answer In reply to the 35th Interrogatory the witness says 8 or two or three days after making these purchases I learned from an acquaintance that my store was shut up I saw Mr. Bond on that same evening also he told me that he had received a despatch stating the same

thing Mr. Bond and I started the next day for
 N York when I staid over one day with a
 nervous fever and on the next started for
 Chicago I was, say, its all the way to Chicago
 a man with whom I became acquainted
 on the Cars assisted me, he left me at the
 Jarvis house at Chicago after procuring a
 a physician Doctor Jones who pronounced
 me deranged with a Nervous fever so soon
 informed I recollect that, ^{afterwards} and a man
 of the name of Stebbin took me from the
 Jarvis house, in a sleigh to Webster House
 when I stayed until the Sunday following,
 on examining my pockets I found that all
 the memorandums Books, Letters which had
 been in them had been taken away by some
 person also a gold watch and chain

36. Interrog

If you were arrested by any one, by whom,
 and when & where, did you go, did you
 meet ~~with~~ any person to arrange matters
 out of which this arrest grew.

State to who they were, what was said &
 done, give all the details and statements
 of the parties in the course of the negotiation

2. Answer

In answer to the 36 Interrogatory, the 10th day
 The next day I went down town with Ed
 Castle in a sleigh to his office on 100 Randolph
 St while down town I called on Mr.
 Colby and had some conversation with him
 we parted and some twenty minutes after
 I was arrested at Mr. Colby's instance
 I told him I wanted to go to Ed Castle's office
 He consented and said he would go with me
 when we went I told Ed Castle what had

happened after some conversation it was agreed that we should meet at E. H. Castle's office that evening and we met afterwards according to agreement the subject of arranging the demands came up I told them that I could not settle a dollar E. H. Castle said that he would make them an offer he offered Colby for his claim 40 acres of land in Fulton Co. and the same amount to Green Co. and represented to them that it was such land as he was selling every day at 10 dollars per acre that it was worth that amount that it cost him 5 dollars per acre some 8 or 10 months before and that it had increased in value considerable since that time this they refused to accept, after some further consultation W. Colby said that the writs must be executed then E. H. Castle offered 80 acres a piece they consulted ^{together} over this offer and also refused it E. H. Castle then put on his coat and made preparations to leave, saying that he had no interest in the matter but that he only made this offer to help the only man of his name out of difficulty but to wind the matter up he would make one more offer or condition, he would give each of them a greater section of land for their claims the conditions were that they were to help to settle with the other creditors they accepted of the offer and the next day were to have a bond for a deed made out for this land previous to Colby accepting the last offer he was paid as a consideration the

delivery of jewellery to him which I had obtained from parties in Boston to whom I had letters of introduction from him & the same jewellery that was taken out of my trunk while laying sick at ^{the} Severe House, the jewellery was to ~~have~~ given to him to be returned to parties of whom I bought and on E. H. Castle agreeing to do so accepted his offer of settlement

37

After the parties had concluded this negotiation where did you go & what further conversation then occurred between you and said Castle and Parks and what course was there and then ~~taken~~ concluded upon for you to take and what reason assigned for it & by whom
In reply to the 37th Interrogatory the Witness says

E. H. Castle Parks and myself left the Store together and went to E. H. Castle's house during the ride speaking of the matter of his giving the Jewellery to Colby I said that it should be arranged right E. H. Castle said it should cost what it would, I then spoke of the question which Frasier had put to me in the Store respecting the advances which Filkins Castle & Co Books showed to have been made to me Castle & Parks said there were close questions and hard to answer and that they had left a loop hole that they had not thought of. We then arrived at Castle house after some conversation he said I must leave the City to this I made objection he said it was the best thing I could do that he could not settle the matter half as well ^{very barely} as he could if I was away

that I could stay away a year or six months and probably by that time it could be settled after a good deal of talk I consented to leave and then left Castle House and went to Webster House where my trunk was left.

38. ^{to} Interrog. What further conversation did you have with said Castle as to your affairs what arrangements did you & he then make and what acts did you do at the time.

Answer In reply to the 38 Interrog. the witness says that he has no recollection of further conversation than what is related in the 37 interrog.

39. ^{to} Interrog. Did you go from Castle's House to Webster's did you find the jewellery there that you had left there, if not what had become of it

Answer In reply to the 39th Interrogatory the witness says I found that the box containing the jewellery had been abstracted.

40. ^{to} Interrog. Did said Castle make any arrangement to leave the City, if so what were they.

Answer In reply to the 40th Interrogatory the witness says Ed. Castle sent Parks for a young man to drive me out of the City with his horse & sleigh before having Castle promised to settle up the matters and that he would do it to the best advantage and render a fair amount of whatever transpired during my absence and give me a fair share at the winding up of the concern as he would have a good many receipts to give he advised me to have my name on blank pieces of paper what I did.

41. Interrog. Did you leave the City, if so when and how in whose company and for what purpose ~~and~~ state the communication if any that passed

between you and ^{said} E. H. Castle touching the matter already testified about give all the details.

Answer

In reply to the 41st interrogatory witness says that left in the cutter with a young man that Parks had procured and drove to 116 La Salle Street where I boarded and got the balance of my clothing we then drove to Napierville where he left me, the next morning from there I went to Aurora from which place I wrote letters to E. H. Castle & Colby I travelled about to various places until I reached Waverly Bremer County Iowa there I met E. H. Castle. He had corresponded all the while he knew all the routes I had travelled he arrived on Sunday Iowa men surprised to find him there. He told me he had got them as hastily as he could to notify me that my creditors were after me that there were 5 or 6 after me and one was after him all the way from Iowa City and was afraid he would be at Waverly before Sun down and that there was great excitement in Chicago about me and that I had better leave and go to Mexico or California to get out of their reach. He said that he would settle up matters as soon as the excitement died away and he would settle up matters and render a fair amount between us and left Waverly before me by an express team I left afterwards intending to go to Fort Dodge this was the last conversation I had with him up to the 25th April 1836 - I had letters in disguise hand writing of some of it I recognised to be Parks & some of his own

42 Interrogatory State what if any land you ever owned in Fulton Co. in this State.

Answer In reply to the 42 Interrogatory the witness says I never owned any land in Fulton Co.

43

What was the character of the land which said Castle proposed to convey to said Bond & Colby. Colby. how do you know its character & from whom.

Answer

In reply to the 43 Interrogatory witness says from representation made by E. H. Castle and by a letter which was written by the County Surveyor of Fulton County I understood it to be swamp lands and worthless valued at 10 cents per acre

44

From whom did said Castle get this land & what was it called.

Answer

In reply to the 44th Interrogatory the witness says. That I was not informed of who the said Castle got said lands known as swamp lands.

45th

Did you at any time after you left Chicago receive any letters from said Edward H. Castle if so when & where are they and attach to this Deposition Copies of the original documents duly verified by you and the Commissioners.

Answer

In reply to the 45th Interrogatory the witness says That the Copies marked H. verified by myself and the Commissioner are true copies of the originals received by me and are believed by me to have been written by E. H. Castle.

46th

In rep who were you in partnerships with in the forepart of 1855 in what

and what knowledge or means of throwing such ability had said Castle Filkins Parks state fully on this subject,

Answer In reply to the 47th Interrogatory Witness says

At the first commencement of the purchase I felt fully able to pay my debts as they should mature. The said Castle Filkins Parks had always been consulted whenever a purchase made by me and a large majority of the purchases were originated by them

48th Interrogatory

Had said ^{Edward} Castle a wife prior to the complainant if so when did she die, with whom did complainant live before the death of said Castle's first wife and in what capacity, for what length of time, and on what compensation and what was her name?

Answer In reply to the 48th Interrogatory the Witness says -

The said Edward Castle had a wife prior to the said Emeline Castle. His first wife died in Chicago State of Illinois in the year 1846 or the deponent believes the said Emeline Castle then Emeline Bennett lived in the family of Edward Castle for a number of years prior to the death of his first wife in the capacity of a servant girl upon the ordinary compensation and had no means beyond that of her labor to the knowledge & beliefs of deponent

49th Interrogatory

State what if any means the said Emeline Bennett had before her marriage with said Edward Castle so far as you know, & how

she acquired same

Answer

In reply to the 49th Interrogatory testimony
It is fully answered in reply to the 48th
Interrogatory.

50th Interrogatory

State what you know as to the time
when and the circumstances under which
Lots one and two of North West quarter and
the west half of the north East quarter of
section Eighteen in Township forty two
North of range eleven East of the third
principal Meridian in the County of Cook
and State of Illinois were purchased
from the Government of the United States
and by whom, and in whose name, &
with whose money.

Answer

In reply to the 50th Interrogatory the witness
says - In Feb^y in the winter of 1845 as
far as I can recollect the lands described
were sold by E. H. Castle in the name of
Emmeline Bennett I know these circumstances
by frequently being told by both parties that
the money was furnished by ~~both parties~~ E. H.
Castle and not by Emilene Bennett

51st Interrogatory

What business had the said Edward H.
Castle before that time been engaged in and
what result ^{with} stated fully all the details

Answer

In reply to the 51st Interrogatory the witness
says - A short time previous to the entry of
said lands the said E. H. Castle had been engaged
in the mercantile business in Chicago and
failing to meet his obligations and debts
had made an assignment as deponent
remembers to Ogden & Arnold for the
benefit of his creditors at the same time

of entering the lands spoken of the said E
McCastle furnished money with which 3 other
80 Acre ~~lots~~ ^{lots} were entered in the name of Thomas
Whittack a cousin by marriage of the said E
Castle the same Whittack who was afterwards
Trustee for Emeline Burnett.

52nd Interrogatory

What other land about ~~the~~ ^{the same} time was
entered in whose name and with whose
money - ?

Answer

In reply to the 52nd Interrogatory the witness says
the questions are fully answered in his reply to
the 51 Interrogatory

53rd Interrogatory

What if any arrangement did you make
about the use of the said lands entered in the
name of said Emeline Burnett, with whom
and when did you make it? what was done
by you and said E^{ward} McCastle under this
agreement or otherwise during your occupancy
of the said land, state fully all the details

Answer

In reply to the 53rd Interrogatory the witness says
The deponent says that directly after the entry of
said lands he by an agreement with the said
E^{ward} McCastle went upon said lands, entered
in the name of Emeline Burnett and built
a house and barn thereon fenced & ploughed
a part of the same and made other improvements
thereon while in occupancy of said lands I
purchased and put upon said farm three
Yokes of oxen some six cows, one or two horse
Weygon Plows and harrows and other farming
tools for all of which the said E^{ward} McCastle furnished
the money to the deponent with which to buy &
make said improvements

54th Interrogatory

How long did you remain in such occupancy

what if any thing was agreed upon between you and said Edward Castle touching the conveyance to you of any part thereof and what was done in pursuance of that agreement state fully all the details

Answer In reply to the 54th Interrogatory the Witness says

At the end of about two years from the time I went upon said farm I had a settlement with the said E. Castle He agreed to give me that part of the said farm lying East of the Chicago & Milwaukee Road containing about 60 acres and deposed afterwards received a deed of the same from the said Emeline Bennett now Emeline Castle in pursuance of said agreement and I moved on to the same and the said E. Castle moved into the house this deponent has built upon said farm and lived upon said farm

55th Interrogatory How long after these transactions before said complainant and said Edward Castle were married

Answer In reply to 55 Interrogatory the Witness says About one year and half after ~~after~~ E. Castle moved on to said farm he married Emeline Bennett that is, after he moved into the house I left

56th Interrogatory State what if any thing you know about a will being drawn and signed by said complainant before her said Marriage at whose suggestion was it drawn, by whom, was it signed

seen its contents and what has become
of it to your knowledge

Answer In reply to 56 Interrogatory Witness says
I know of no will being made previous
to the marriage of E. St. Castle and
Emeline Bennett my impression is
that shortly after their marriage the said
E. St. Castle procured a will to be drawn
up in which the said Emeline Castle
devised & bequeathed the said real Estate
to the children of the said E. St. Castle by
his first wife, myself and his Father
were witnesses to the Will. E. St. Castle took
possession of the will and I have no
knowledge further than that, as to what
became of it

57- Interrogatory

~~In reply to the 57 Interrogatory~~

Do you know any other fact matter
or thing material or necessary on the trial
of this cause - if so declare the same
fully -

Answer

In reply to the 57 Interrogatory the witness
says whenever in the course of the replies
made to interrogatories he has spoken of the Copy
he referred in all instances to E. St. Castle
as it was the ordinary way of designating
between me & him, and I will further state
that up to the time my store being closed
that there had not been any material loss
in the business either by bad debts or otherwise
that I had done a large and as I considered
a favorable exchange trade with ^{other} Merchants
arriving from my manufacturing business and
that the property on hand was worth more than

what it cost, when my books & papers
 were seized the balance due me from E. H.
 Martle on my book was \$1600 from John D
 Parks \$300 from Joseph Sellkins \$100. There
 were no efforts to these balances to the best
 of my knowledge & belief and that my horse
 and harness and express waggon were taken
 possession of by E. H. Martle and converted to
 his own use to the best of my knowledge &
 belief also in addition to any goods or
 property alluded to in their interrogatories
 I had 60 cows on my dairy farm valued at
 \$1200 and barn for the same valued at \$300
 also a Cottage house built on west 3^d Street
 in Ogden's addition to Chicago value \$1000
 also house and store on Milwaukee avenue
 \$2500, subject to an encumbrance of \$600,
 and I further state that from the proceeds
 of the goods purchased or the rents of the dairy
 and buildings I have received nothing since
 my store was closed and I do further
 believe that it was the intention of E. H. Martle
 Joseph Sellkins & John D. Parks to defraud me &
 the persons from whom I purchased the
 goods and other property acquired and
 to convert the same to their own use and
 that their judgments notes and judgments
 obtained from me were to be used for the
 purpose of defrauding me and my creditors
 and that after I left Chicago for the West and
 not any time before I became convinced
 that the before mentioned E. H. Martle Joseph
 Sellkins & John D. Park, had intended from the
 time the first proposition was made to me to

extend my business to commit a fraud upon me
 and my creditors, and that immediately upon
 that conviction in my mind I returned to
 Chicago against their wishes, and made an
 affidavit of all the facts within my knowledge
 in order as far as possible to prevent
 of their plans. -

In the Circuit Court of Cook County
 Emeline Castle et al }
 R. K. Swift et al } In Chancery

Cross Interrogatories to be propounded to Edmund Seabrook, in a Complaint to be tried out by defendants, filed by complainant

Cross Interrogatories.

1st Where did you reside in the summer
 & fall of 1856 - and the winter following.

Answer In answer to the 1st Cross interrogatory the
 witness says -

The summer and fall of 1856 I resided in
 Chicago and the following winter in the State
 of Iowa.

2nd Were you in Chicago or its vicinity during
 that time -

Answer In reply to the 2nd Cross Interrogatory
 the witness says

I was in Chicago in January 1857

3rd Are you acquainted with a man of the name
 of Joel Wood who resides in Cook Co
 Illinois

Answer In answer to the 3rd Cross interrogatory the
 witness says

I am

4th Are you acquainted with a man named
 Philander Keacock whose place of business
 is on Lake St. Chicago -

Answer In reply to the 4th Cross Interrogatory the witness
 says.

I am

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5th

Did you some time in the summer or fall of 1856 negotiate with said Heacock to loan you some money.

Answer

In answer to the 5th cross interrogatory the witness says

I did.

6th

Did ^{said} Heacock afterwards let you have some money ^{and if} how much, when, and where.

Answer

In answer to the 6th cross interrogatory the witness says I had a small ^{amount} ~~lot~~ of ~~cash~~ ^{cash} at his store of \$50 I think at his place of business in July or August

7th

Did you let Heacock have a promissory note during that time purporting to be signed by yourself & say Wood as makers

In answer to the 7th Cross Interrogatory the witness says

I did

8th

Was what purported to be the signature of said Wood to that note a forgery.

In answer to the 8th Cross interrogatory the witness says It was not.

9th

Did you sign the name of Wood to that note with your own hand if not who did write Wood's name to that note

In answer to the 9th Cross interrogatory the witness says -

I did not sign Wood's name I suppose Wood wrote it

10th

Did you know that Wood's signature was not genuine at the time you let Heacock have said note

In answer to the 10th Cross interrogatory
the witness says

I did not

11th

Are you the same Edmund Heston
who was indicted in the Recorder's Court
in the city of Chicago for said forgery.

In answer to 11th Cross interrogatory the
witness says

There was an indictment obtained
against me for fraud or forgery, I do
not know which -

12th

Were you arrested on said charge
and if so when & where were you first
arrested -

In answer to the 12th Cross Interrogatory
the witness says

I do not recollect the time I was arrested
in Chicago -

13th

Did you give Bail for your appearance
and if so who went your bail and how
did you procure ~~them~~ ^{them} or ~~them~~ ^{your} to go bail
for you

In answer to the 13th Cross Interrogatory
the witness says

I did Al D Titworth was my bail I
sent a note to him and he came and
went my bail

14th

Did you forfeit your recognisance and
Bail bond and if so how, the bail bond
been paid and if so by whom - and
with whose means was it paid

In answer to the 14th Cross interrogatory
the witness says

I did not forfeit my bail bond

were you arrested again upon process from said Court, and on the same charge if so when & where, and what took you to Chicago at that time - for what purpose did you go and at whose instance, suggestion request or advice did you go to Chicago

In answer to the 15th cross interrogatory the witness says I was not arrested again on that same charge

16th

How long have you lived where you now live, and what different places have you lived during the last two years & how long & when in each place and what business did you follow at each place -

In answer to the 16th cross interrogatory The witness says to wth I have been keeping hotel since I have been here for the 18th months previous I was travelling without any fixed place of residence or business

17th

Is that indictment for forgery still pending against you and are you now under bonds upon the same & if so who is your bail and who has indemnified said bail & how who procured the same for you

In reply to the 17th cross Interrogatory The witness says

I am not now under Bonds to the best of my knowledge and belief

18th

Are you the Edmund S Castle mentioned in the transcript of the record hereto attached and marked "A"

In reply to the cross Interrogatory the witness

19.

says, I suppose Sam,

If you state in answer to the 4th direct interrogatory that you had such conversation with E. H. Castle - state particularly - what E. H. Castle said and what you said - when the talk occurred and in whose presence and hearing - At that time what was your business & when what amount of stock did you have on hand what was its value - how much was owing to you show much & to whom were you owing anything What profit did your business promise.

Answer

In answer to the 19th cross interrogatory the witness says that E. H. Castle said that he could get me into a large business if I could pay him well for it and make no move without consulting him or Joseph Filkins. I said I would accede to it the talk was in front of his premises 100 Randolph St and there was no one present. My business was selling boots & shoes and clothing, manufacturing trunks carpet bags &c at 234 Lake Street Chicago at the time the conversation occurred I supposed I had about ~~about~~ \$10000 worth of stock, ^{on} hand there was ^{but} very little owing me, the principal ^{part} of ^{the} money was in buying off George Nates and giving bonds to the amount of \$300 or thereabouts my profits on one portion of my business promised to be 20 per cent & another portion 30 per cent

20^r

At that time had Joseph Filkins endorsed any paper for you and signed any bonds for you if so what and to what amount - give the details what security did he then have and what became of such security afterwards

Answer

In answer to the 20th ~~interrogatory~~ cross interrogatory the witness says

Did you pay three of the notes and did Joseph
Fellins pay six of the notes and did not he
negate by endorsing to them a letter packet
for you to the extent of \$3000, or thereabouts
to see that good paid for before they were
delivered to you

Answer In answer to the 23rd Cross Interrogatory, Witness says
I made out one I gave a number of
notes I paid 4 of the notes amounting to \$371
each don't know how Fellins paid any
I do not know that he gave a letter packet
for \$3000 or any other amount but understood
and believed that he gave a deed for one
quarter section of Swampy lands in Fulton
County as collateral security

24th

What part of your answer to direct interrogatory
sixth is within your own personal knowledge
and what part of it did you learn from
others state particularly

In answer to the 24th Cross Interrogatory
the witness says,

That in my answer to direct sixth
interrogatory all that portion of which was
not of my own personal knowledge I had
of E. H. Castle

25th

Did E. H. Castle in that conversation say any
thing about your keeping goods with a
view of not paying for them at all, did he
not merely aid you in keeping goods on
credit for the professed purpose of enabling
you to sell them so as to make a profit
upon them.

Answer In reply to the 25th Cross Interrogatory Witness says
E. H. Castle did not in that conversation say

anything about my keeping goods with a view of my not paying for them at all but he left the impression that I must get the goods at my rate and ~~my~~ ^{any} terms and if I succeeded it was well and if I did not it was as well but I am now convinced that his intentions were that I should not pay for them

26.

When did you first open the store in Dubuque how long was it continued there, did you manage it in person what Clubs did you have there How long ^{or} what time, was ^{each one of} the said Clubs engaged at the Dubuque store - What amount of goods did you send there altogether what different times and when did each bill of goods come from

In answer to the 26. Cross interrogatory the Witness says -

I opened a store in Dubuque in July 1855 and it was continued ^{until} ~~until~~ my store in Chicago was closed I did not manage it What amount of money or property did you ever receive from that Dubuque store ~~altogether and how much of the money so received did you apply in payments of the goods sent to that store~~

In reply to the 27. Cross interrogatory in person. The first clerk engaged there was my son Frederick McQuate he was in charge of the store about six weeks until the arrival then of J. D. Parks, ^{who remained in charge until my son remained with him as clerk} ~~continued in Chicago~~ ^{Chicago} about 3 1/2 months after that my son had charge of the store one month then another

son & Blauette had charge of it until it was closed. I am unable to say what amounts of goods ^{were sent} to the Dubuque Store the amount was kept on my books in Chicago and they were taken from me and I know of no way to get access to them ^{of money}

27.

What amount of property did you ever receive from that Dubuque Store altogether and how much of the money so received did you apply in payment of the goods sent to that Store

In Answer to the 27th Cross Interrogatory Witness says. I could not tell what amount of money or property was received from the Dubuque Store, without referring to my books

28

Did you buy any part of the goods for the Dubuque Store, or which were sent to that Store with the intention at the time you bought the same of not paying for them if so what purchase did you make with such a purpose and how did you expect to avoid the payment of such purchase

In reply to the 28th Cross Interrogatory the Witness says.

We did not purchase any goods for the Dubuque Store with the intention of not paying for them

29th

If you say in answer to the 9th direct interrogatory that you had any conversation with E. H. Carter what did you say to him on that occasion where was it when was it, was it on the Street or in some house if so what & in whose presence give all his words.

In Answer to the 29 Cross interrogatory the Witness says.

That E. H. Castle called at his Store in Lake Street and stated that Felkin's had written ^{to} him stating that he had made a deed to Wheelock & Daniels and that it was all right.

30th

In what month & in what year did you open your Store in Dubuque - Did you have a partner in that establishment in the early part of your doing ^{business} & if so who was he - Where & when did you negotiate and agree with him on the partnership - Where did he live at that time - what Capital did he put into the establishment - & what did you put in - Where did you get your first goods for that Dubuque Store & of whom & how did you pay for them - What were the habits of that partner as to sobriety - how did he conduct himself as to the business what means did you adopt to get him out of the establishment - how much and what did you lose by him -

In reply to the 30th Cross interrogatory the Witness says.

I think I opened my Store in Dubuque in July 1855 - Geo. Stamburg was my partner I agreed with him on the Partnership in Chicago in the month of July 1855 he had been living in Chicago He did not put any Capital in the Establishment The first lot of goods I sent to Dubuque amounted to \$1500 or thereabouts some of these goods were sent from my ~~Store~~ ^{place} in Chicago and the remainder of purchased of J. F. White's Brother, in exchange for Trunks, as far as my knowledge goes he was perfectly sober and correct, I wrote a letter to Stamburg proposing

to pay his board the six weeks that he was there and to assume the debts of the Concern which he acceded to & lost nothing by him.

31st

Was your son Frederick attending to that business at Dubuque for you and were you at that ^{time} carrying on Trunk Manufacturing in Chicago

In reply to the 31st Cross Interrogatory Witness says
My son Frederick was attending to my business in Dubuque for me and I was carrying on the Trunk Manufacturing in Chicago - in that

32nd

Did your son conduct himself at Dubuque slow with steadiness economy or otherwise,

In reply to the 32nd Cross Interrogatory the Witness says

33rd

I always supposed he did,
Did your son & that partner differ or quarrel

In reply to the 33rd Cross Interrogatory the Witness says

34th

Not that I know of
Did you in this difficulty apply to John D Parks and solicit him to go to Dubuque for you - did you suppress from Parks the fact that you had a partner

In answer to the 34th Cross Interrogatory the Witness says -

I did not make any application to Parks he was shown upon me in spite of my objections

35th

Did Parks at your solicitation go to Dubuque,

In answer to the 35th ^{Cross} interrogatory the witness says

No — Parks went to ^{Dubuque of Dubuque} ~~the solicitation~~ and against my wishes

36th Did he then find the man you had in partnership with articles of Co partnership who refused to allow him to act

Answer In answer to the 36th Cross interrogatory the witness says Stamburg was at Dubuque when Parks went there and Parks took a letter from me heretofore refused to and negotiated with Stamburg for his retiring I never heard of any refusal on the part Stamburg to let Parks act

37 Did he return to Chicago and report to you that to his surprise he found that you had a partner at Dubuque — ~~who refused~~ who refused to allow him any control in the store — & did he find fault with you for sending him without telling him the true state of the case

In reply to the 37th Cross interrogatory the witness says —

Answer Parks returned to Chicago for the purchase of goods in about 20 days he knew I had a partner at Dubuque, when he went there I never knew of their having any difficulty either from Parks or from any other person

38th Did you urge him to act further for you

Answer In reply to the 38th Cross interrogatory the witness says

I did not urge him to act further for me

Did he at first refuse

39th In reply to the 39th Cross interrogatory the witness says I never knew of any refusal

40th

Did you not then yourself propose to give him a full letter of authority & send him to Dubuque to make such arrangements as might best promote your interests,

Answer

In reply to the 40th Cross Interrogatory the witness says
When Parks first went to Dubuque I gave him a letter to my son with authority to act for me I never knew of any receipt of any other letter or of his disinclination to act,

41

Did you give him such letter and send him again on that errand?

Answer

In reply to the 41st Cross interrogatory the witness says

The question was fully answered in my reply to the 40th Cross Interrogatory -

42-

Did he go again to Dubuque & for you did you name buy out that partner giving him 60 dollars or thereabouts to get rid of him

In reply to the 42 Cross Interrogatory

That my reply to that question is fully answered in former interrogatory

43rd

Did Parks then remain at Dubuque in your employment, concluding that story for you

Answer

In reply to the 43rd Interrogatory the witness says
He did, from the time he first went there,

44 "

Did you agree to pay John D Parks, one hundred Dollars per month his expenses while in your service - if not what was to have -

In reply to the 44 Cross Interrogatory the witness says -

Answer

Parks was to gather, and see what he could afford to stay there for, no further arrangements were ever made by me,

How long was he then employed and did he make any advances for you in your business
In reply to the 45th Cross Interrogatory the witness says

Answer He was employed there and a half months but made no advances in my business to me I had to furnish him with money to bring his wife from the State of New York he had no means to advance any ^{to} me,

146

Did he sign any accommodation notes, drafts or acceptances for you which you failed to meet

Answer In reply to the 46th Cross interrogatory the witness says Parks did not at my suggestion sign any notes drafts or acceptances for me at any time whereby he had ^{all the drafts made on the Dubuque Store} a dollar to ^{with made} pay ^{at Parks}

147.

Did you ever pay him anything if so how what amount & when & where and in whose presence and what written vouchers for such payments or payments did you take

Answer In reply to the 47th Cross interrogatory the witness says.

When Parks started for his wife I gave him \$150 I also gave him two sets of furs worth \$25 each one of which was for his wife the other he gave Mr. Ed. Hattle also a gold watch and Chain ~~costing~~ \$150 a nice leather trunk for his brother \$30 a new over coat for his brother \$25 boots shoes & clothes to the amount of \$50, since then furnished to the amount of ninety dollars beside the cash and other items which were charged to him on the books of Dubuque the amount of which I cannot certify without access to the books. The trunk furs & clothing ^{my own at my choice Dubuque were delivered to him in the presence of} were delivered to him in the presence of E

Cook of whom they were purchased, the other articles were charged to him on my books and no vouchers taken

48th

At what time did John D Parks leave your employment

In reply to the 48th Cross Interrogatory the witness says

49th

Parks left my employment in November, who managed your store in Dubuque after that - and how was the business conducted well or ill - with economy or otherwise

In reply to the 49th cross interrogatory the witness says

My son J. H. Cattle managed the store after Parks left, I supposed he managed it well with due economy.

50th

If any persons were to direct Interrogatory eleven you say you bought goods of James Haven - state the date of this purchase -

Answer In reply to the 50th Cross interrogatory the witness says ^{that} he cannot give the date of the purchase of James Haven because it to have been about the last of September 1855

51st

At the time of that purchase what business were you carrying on in Chicago

In reply to the 51st Cross Interrogatory the witness says,

At the time of that purchase I was carrying on a trade of boots shoes & a trunk Manufacturing. What amount of trunks do you manufacture per month.

52nd

In reply to the 52nd Cross Interrogatory the witness says

About \$1000 per month

53

what amount of furs, stock & goods did you then have at your establishment in Chicago

Answer In reply to the 53 cross interrogatory the witness says -

I cannot answer that question without referring to an inventory taken about that time to which I have no access

54

What did you then suppose you ^{were} worth over and above your debts -

Answer In reply to the 54 cross interrogatory the witness says

That my impression is that I was worth \$6000, over and above my liabilities

55

Did you intend to pay for the goods bought of Turrell & Haven when you bought them or did you then design to cheat them out of the goods -

55th

~~How long had you known Turrell & Haven at that time - How often had you bought goods of any kind from them -~~

In reply to the 55th cross interrogatory witness says

I intended to pay for them -

56th

~~In reply to the 56th cross interrogatory the witness says~~

How long had you known Turrell & Haven at that time How often had you bought goods of any kind from them before that time

In reply to the 56th cross interrogatory the witness says

I had ~~no~~ no acquaintance with Turrell and Haven prior to making this purchase and had never bought of them before

57

Had you before that time ~~any~~

57

business relations with several firms in the City of Chicago - in which you received their goods and they received payment from you - if you name each of the said firms or houses and the extent with which you had dealt with each

Answer In reply to the 57 Cross interrogatory the Witness says -

I had previous to the last of Sept. 1835 business relations with several firms in Chicago S F Welch & Brothers, Ward & Doggett, Rawson & Bartlett, Burnett King & Co, and others whose names I do not recollect I cannot give the amount of my dealings with those firms without reference to my books.

58th

What was the state of your credit at that time in Chicago -

In answer to the 58th cross interrogatory the Witness says

Answer

59

I supposed it to have been good
If in answer to direct interrogatory thereof you say you bought goods of Benedict Mallory & Co, or E R Kellogg & Co, state when that was so whether you had dealt with them or either of them before if so to what extent - and whether you had before that an arrangement with said houses or either of them for exchanging ware, and having an account with them,

In reply to the 59 Cross interrogatory the Witness says,

I cannot give the date of the purchases made of those firms, had no dealings with

either of them ^{before} and had no arrangement with either of them for exchange of goods prior to those purchases.

60th

If in answer to 15th direct question you say you bought goods of A. Titworth & Co. State how long you had been in the habit of trading with them before that purchase - to what extent you had dealt with them & whether you had an arrangement for exchanging wares as suggested above.

In reply to the 60th Cross interrogatory the witness says

He had bought a suit of clothes there previous, but does not think that he was known to Mr. Titworth & I had no arrangement for exchanging wares.

61st

If in answer to direct interrogatory fifteen you say Park got a gold watch - State whether you did not at that time owe him - Did you not at that time have an account with Cook of whom you bought the watch - Did Cook owe you at the time - If not did you intend when you bought it ever to pay Cook for the watch and was the watch ever paid for to Cook.

In reply to the 61st. Cross Interrogatory the witness says My impression is that I did not owe Parkes at the time he got the watch I had an ac^t with Cook at that time I do not think he owed me at that time as I gave my note for the watch and chain I did intend paying for the watch, Cook was a tenant of mine at that time and ~~promised~~ ^{paid} me \$50 per month for the rent of the building He took one or two months

rent out, and some goods from the Store
I do not know as he was fully paid.

62nd

Was not Parks then on his way to see his
mother in the East who was said to be sick —
and was it then expected that he would have any
thing further to do with the Dubuque Store — Did
you send by him to New York for the purchase
of any other goods except Stock for your Trunk
Manufactory.

In reply to the 62nd Cross interrogatory the Witness
says I supposed Parks was going to get his wife, I
know nothing of his mother or her sickness at
that time, on his return he brought his wife with
him, I did ^{not} expect he would have any thing further
to do with the Dubuque Store, I expected him to
purchase ^{in New York} any thing he could see ~~in New York~~, that
is all kind of goods.

63rd

If you state in answer to direct question
eighteen that you bought any goods of Bullard

Answer whether that purchase embraced a lot
of goods then in Belvidere as well as a lot of
goods in Chicago — whether Bullard himself
did not make the invoice of the goods — whether
Bullard himself did not make a trade with you
— whether Bullard himself did not draw ~~the~~
^{the} notes you gave for the goods — what was the
amount of the notes — did ^{you} at the time of that
purchase intend to pay the notes you gave
was your credit ~~good~~ at that time ^{good} in Chicago
was that before your goods in Chicago had been
levied upon by the Sheriff at the suit of
Sowerby and others — had you not been
buying hardware on credit before and up
to that time from Filkins Runyon & Parker

had you not before that time on one or more occasions made a statement to E. J. Barker as to the condition of your affair in which you stated to Barker that you were worth some seven to ten thousand dollars over and above all your debts or words to that effect. had you shortly before that time been dealing with Clark Runyon and did you state to him that you were worth several thousand dollars more than your debts or some ten thousand dollars more than your liabilities or words to that effect.

In answer to the 65th Cross interrogatory the Witness says.

The purchase made of Bullard did embrace a lot of goods in Belvidere as well as in Chicago, Bullard handed me the invoice, I do not know who made ^{it}, I understood the trade to have been made, the night before between Bullard and E. H. Castle at Castle's House, and the terms 6 & 12 months agreed upon there Bullard did draw the notes I gave for the goods amounting to about \$2700 I did intend at the time of the purchase to pay the notes I supposed my credit to be good at that time in Chicago. I think it was before my goods were had been levied upon at the suit of Sawyer and others, I had bought two small bills of Hardware of Filkins Runyon & Barker, I think I made a statement to Mr. Barker at one time that I thought I was worth \$6000 or \$8000 over and above my liabilities, I do not recollect that I have ever had any dealings with Clark Runyon, that I do not think

that I ever made any statement to him of any kind.

64th

At the time of your purchase from Bullard were you not worth from some \$7000 to \$10000 over your liabilities.

In reply to 64th Cross interrogatory the Witness says

At the time of making a purchase ~~from~~ ^{of} Bullard I thought I was worth \$6000 or \$8000 over my liabilities.

65th

Did you not think then that you were solvent & making money and were not your business hopes good at that time.

In reply to the 65th Cross interrogatory the Witness says

I was, and that my hopes were good for making money.

66th

Was your credit as good at that time in Chicago as it was in Dubuque.

In reply to 66th Cross interrogatory the Witness says I am unable to answer.

67th

Was not the first impairing of your credit occasioned by the taking of goods in your store in Chicago, by the Sheriff of Cook County - on the ~~Sovereign~~ ^{Sovereign} judgement.

In reply to the 67th Cross interrogatory the Witness says

Not that I was aware of, no goods were taken from the store on that levying.

68th

If in answer to direct interrogatory Miniksen you say you bought goods of Idern, Jordan, & Bellows state whether this was before or after the goods in your store in Chicago had been levied upon, on the Sovereign judgement

~~And what dealings had you had with them before that time.~~

In reply to the 68th Cross interrogatory the Witness says that I am unable to state whether the purchase was made before or after the levij

69th

Was your purchase from Day & Lee before the levij on the Sowerby judgement ^{and what dealing} had you had with them before that time

In reply to the ^{69th} Cross interrogatory the Witness says

I am unable to state whether the purchase of Day & Lee was before or after the levij. I had had no dealings with them before or since. At the time you brought goods inquired about on the direct examination of Day & Lee and of O. V. Libby were you not doing business as a Merchant & Manufacturer on Lake Street in Chicago & in possession of the Stock of Boots & Shoes & Trunks & other goods on sale and actively engaged in the Manufacture of Trunks and did you not throughout the Fall of 1855 and did you have from twelve to twenty hands employed daily in your business in Chicago.

70th

In reply to the 70th Cross interrogatory the Witness says

I reply in the affirmative to all the questions except in regard to the number of hands employed by me at that time I had 8 or 10 hands at work

71st

Had you ever told either E. H. Castle or Joseph Filkins or Israel Runyon or E. J. Barber of this Sowerby debt before judgement was

entered by Confession upon it.

In reply to the 71st Cross interrogatory the Witness says

I do not know that Barker or Prunyon knew any thing about my indebtedness to Sowerby, ^{but} that Castle & Filkins were informed of it and knew for what purposes the Lien was made Sowerby held my judgement note which was further secured by a Chattel Mortgage on the property to the Amount of \$600 and is the same Lien referred to in my reply to the 57th direct interrogatory judgement was not confessed ~~upon it~~.

72nd
Did you not shortly after your goods were released from the lien for that debt by Joseph Filkins signing a delivery Bond for them or a receipt to the Sheriff go off to Dubuque without the knowledge of either of the firms of Filkins Prunyon & Barker.

In reply to 72nd Cross interrogatory the Witness says

73rd
I think it very possible I did. When E. H. Castle came to Dubuque and desired you to confess a judgement in favour of Filkins did he say that Filkins & he had had full confidence in your ability & soundness until this Sowerby judgement, but that Filkins was afraid you owed other debts of which he knew nothing and that as he was largely on your paper ^{he was} that he ~~should~~ ^{ought to} be protected, and did he not say further that if you owed more than Filkins knew of that he had ~~some~~ ^{no} fears but that you could go through without trouble.

914
#16
#14

In reply to the 73rd Cross interrogatory the Witness says.

I have no recollection of any such conversation, do not think the Soverly judgment was alluded to, the words used by E. H. Castle to induce me to confess a judgement in favour of Felkins, were that in case of an ~~an~~ emergency it might be used ^{over the words} for our mutual benefit Felkins was not largely on my paper.

74th

Did not Felkins after this agree with Colby to buy some of your notes and let Colby have Hardware for it.

In reply to the 74th Cross interrogatory the Witness says

I thank Barker of the firm of Felkins Bunyon & Barker did make such an arrangement with Mr. Colby.

75th

Did you not continue to do a legitimate and apparently a successful business until some time in December or January.

In reply to 75th Cross interrogatory the Witness says

I supposed I was doing a good & successful business until January 1856 when in Boston I heard my Store was closed.

76th

If you ever heard either E. H. Castle or Joseph Felkins or Elijah T. Barker at any time say ^{or times} any thing to any other person by way of conveying the idea that you were worthy of Credit State here particularly such such ^{whether spoken of} occasion, elsewhere or not and repeat here what was said on each such occasion by whom it was said to whom it was said and state the time and

place thereof particularly

In reply to the 76th Cross interrogatory
Metcalf says,

I cannot refer to any particular time or time
that these parties said anything in favor
of my credit all the parties allowed me to refer
to them and in referring ~~parties~~ to them
the conversations had with each party
were not in my presence but in calling
for goods I had found them available
I do not think that either of the parties except
E. H. Gault were in my presence conveyed the
idea I was worthy of credit but Carter
frequently did so in introducing me to others
but it is impossible ^{from memory to specifics} for me to remember the
particular language or terms

77th
Did you not some time in the winter of 1854
and 1855 or about January 1855 have a
settlement with ^{Edmond} E. H. Gault and an
accounting with him

Answer In reply to the 77th Cross interrogatory the
Metcalf says

I had no such settlement or accounting
with E. H. Gault

78th
Did you not at that settlement find a
balanced due from you to E. H. Gault of
about Twelve Hundred Dollars.

In reply to the 78th Cross Interrogatory the
Metcalf says

No. In the winter of 1854 & 1855 E. H. Gault
was indebted to me for Trunk's goods
I had no other dealing with him and do not
think he had any off set against my account
for Trunk's goods

916
79th

Did you not at that time give ^{to} him your note for the amount so found due ~~from~~ you to him.

In reply to the 79th Cross Interrogatory the Witness says.

80th I did not give him any such note - What payment did you ever make to him on that note - state the time amount & value of each payment.

In reply to the 80th Cross interrogatory the Witness says -

That as there was no such note, I made no such payments -

81st Did you not in April 1855 give Judgment Notes to William Sweeney

In reply to the 81st Cross Interrogatory the Witness says. I did to the amount of \$600

82nd Was judgment entered thereon for some \$800 or \$900 in some Court in Cook County Illinois in the fall of 1855 - on said Judgment notes in favor of said Sweeney, and against you.

In reply to the 82nd Cross interrogatory the Witness says

Judgment was entered in some Court in Cook County Illinois for \$600 in the fall of 1855 against me and in favor of Sweeney

83rd Did you inform for a time the proceedings on said judgment, and did ~~William~~ sign your ^{injunction} ~~judgment~~ bond as your security

In ^{reply} ~~answer~~ to the 83rd Cross Interrogatory the Witness says

I did - ~~and~~ He did -

84th Did you not on or about the 27 day of

Day of November 1855 — Confess a judgement
 in the District Court of Dubuque County in
 Iowa in favour of Joseph Filkins for about
 the sum of six thousand dollars and did
 you not for that purpose make an affidavit
 and swear therein before the Clerk of that Court
 that Joseph Filkins was liable on your
 account — 1st On said letter of Credit to
 Whelock & Daniels in the sum of \$3000.00
 2nd On his receipt to Sheriff of Cook Co.
 for your goods levied on _____ \$294.00
 3rd On his endorsement of your note
 to R. H. Swift Bank in _____ \$500.00
 4th In the sum of _____ \$500.00
 on his endorsement of your note to Peters Co.
 5th In the sum of _____ \$405.63
 for a bill of goods bought for you by him.
 6th In the sum of _____ \$396.00
 due to certain banks in Chicago which
 he had agreed to pay —
 7th In the sum of _____ \$400.00
 as your security on appeal in a
 Court in Cook County.
 8th In the further sum of \$500.00
 on endorsement by Filkins Runyon
 & Barker of your draft on J. D. Parks

In reply to the St. ^h Cross interrogatory the
 Witness says

I did on or about the 27^h of Nov. 1855 confess
 a judgment in favor of Joseph Filkins in
 Dubuque Iowa for as I supposed for \$7000 to
 \$8000. if there was an affidavit attached I
 supposed I signed it & considered it a mere
 matter of form and done as the Attorney dictated

I do not recollect that any such amount was read to me or attached to the instrument

85

Was that affidavit true, and if not true, in what particulars was it false,

In reply to the 85th Cross Interrogatory the ^{Witness} defendant says

If I signed such an affidavit it was false

~~Did not you contract debts in New York in what particulars was it false~~

The 1st was false, - the 2^d I know nothing of the 3rd He indorsed such a note which I paid 4th He made such an indorsement on a note which I paid, 5th I had a Bill of goods of E. H. Castle for \$405 which should have applied ^{my} on a/c against Castle, 6th Was false 7th Filkins was my security on an appeal in Cook county but I believe the amount to be much less 8th Such an endorsement was made and the draft paid at maturity by me, did not you contract debts in New York under that letter of credit, which you did not pay

86th

In reply to the 86th Cross Interrogatory the witness says I had no letter of credit,

87

Did not Filkins have to pay on that amount about Two thousand & four dollars if not how much -

In reply to the 87th Cross Interrogatory the witness says

I had no letter of credit from Filkins did not contract any debt, and I think Filkins did not have anything to pay

88

Did you give a note to R. K. Swift or to Swift H^o for five hundred Dollars endorsed by Filkins, as stated in that affidavit -

or whether it went against me, nor do I know
that any thing has ever been paid by any one
on it I do not recollect the name of the Party to the suit
Was Filkins your security on the appeal

99th

In reply to the 99th Cross interrogatory the Witness says
He was.

100th

Did Filkins endorse your drafts on J. D. Parks for
\$500, or thereabouts and did ^{you} get the draft discounted
at R. K. Swift's or at Hoffmann's or at any other place.

In reply to the 100th Cross interrogatory the Witness
says.

He did not.

101st

Did you ever pay that draft, if so, to whom, how
when & where,

In reply to the 101st Cross interrogatory the witness
says.

That a draft made by me on the Dubuque Store
was endorsed by Filkins Puryear & Parker which was
discounted at Greenbaum's at Chicago, was paid at
maturity at Dubuque, and sent me by letter I called
and showed Mr. Parker the draft when it was returned
and paid

102nd

Did you about the 27 November 1855 confess another
judgment in favor of said Joseph Filkins in the same
Court in Dubuque for about \$1350 ~~on a promissory note~~
and did you for that purpose make an affidavit and
thereby swear that you were indebted to the said Joseph
Filkins in the sum of \$1350, on a promissory note for that
amount dated at Chicago November 23rd 1855 for value
received viz -

For Cash borrowed,	\$ 350 .. 00
For Hardware furnished,	\$ 700 .. 00
and For goods accepted from the Sheriff	\$ 800 .. 00
And that said \$1350, was justly due to said Filkins	

In reply to the 102nd Cross interrogatory the witness says
 That I think it probable that I did as it amounts
 for the discrepancy between the 84th Cross interrogatory
 and my reply, I was not aware that the amount
 was in two judgments, if I signed an affidavit I done it
 as a matter of ~~fact~~ ^{form} and because the Attorney had
 dictated it, I did not sign a note for \$1850 in Chicago
 on the 25th November 1855 in favor of Joseph's ^{firm} or any
 other person,

103rd

Was that affidavit true, and if false, in what
 particular was it untrue,

In reply to the 103 Cross interrogatory the witness says,

If I made such an affidavit it was untrue, I gave no
 such note, and did not owe any part of that amount to
 the best of my knowledge and belief.

104th

When you bought furniture of William ^{and} Parke had
 you ^{ever} dealt with them before and to what extent, and what
 had been your business relations with them, answer the same
 question touching your purchases of Jacobus and whether
 you had not arrangements with each ^{of} said firms
 by which you were to buy of them on credit from time
^{to time} and they to buy of you each on four months
 time,

In reply to the 104th Cross interrogatory the
 Witness says,

I never bought goods of William ^{and} Parke
 before the time alluded to, on the 20th div of
 interrogatory the only arrangement was
 that if any articles which I had for sale were
 wanted by them, they would draw an order on
 me for them on time was stipulated, the
 arrangement with Jacobus was similar they
 both drew some orders the amount I can not
 tell without reference to my books.

105th

At the time you bought furniture and a carriage and horses and harness which you let E. A. Castle have were you not in his debt and did you not let him have them to apply as payment.

In reply to the 105th Cross interrogatory the witness says,

No, E. A. Castle was in my debt which including those articles amounted to about \$1000

106th

Did you not settle with Edward A. Castle some year or so before that and give him your note, and if so for how much,

In reply to the 106th Cross interrogatory the witness says,

I did not settle with E. A. Castle at that time, or give him any note,

107th

Did you ever pay for said horses, and how, and when,

In reply to the 107th Cross interrogatory the witness says

I did, in exchange, trade in trunks shortly after the purchase

108th

Did you not some time in the fall of 1855 or in the winter following enter into a contract with O. T. Bolley or William Bolley by which you agreed to buy from him forty acres of land lying some thirty miles south of Chicago on the Chicago Branch of the Illinois Central Rail Road at an agreed price of over thirty thousand dollars

In reply to the 108th Cross Interrogatory the witness says,

I had a talk with William Bolley about the purchase of some lots

in a village on the Illinois central Rail Road, about the time referred to but the trade was not consummated

109th

Was it not agreed between you and O. V. Colley & William Colley that on account of your agreeing to take said land at so high a price that he would furnish you a large credit either at Chicago or Boston or New York so that you could buy a large amount of goods on credit,

In reply to the 109. Cross Interrogatory the Witness says.

That William Colley did of his own free will offer me letters of introduction to different parties in Boston which I accepted but not in consideration of any trade,

110th

Was it not further understood between you, that out of goods so bought you should pay him for said land wholly or in part

In reply to the 110. Cross Interrogatory the Witness says

If I had concluded on my return from the East to accept his offer of the lands, then I was to have paid him a certain portion of the amount in goods.

111th

Did he not give you credit with Frasher, Carr & Co. and with William S. Bond and with Post and Thompson or with either or any

of these Firms and if so with which.

In reply to the 111th Cross interrogatory
the Witness says

Not to my Knowledge or belief to either
of them

112th

Did not O. V. Colley or Wm. Colley introduce
you to each of said houses or to any of them
with a view of dealing

In reply to the 112th Cross interrogatory the
Witness says

That William Colley did introduce me
to Mr. Fisher and to William S. Bond but
dealing with these parties I preferred them to
Fisher, Castle and Co and to Feltner, Remyer,
H. Barker and I supposed that I obtained goods
through their recommendation

113th

What was the date of your purchase
from each of said houses.

In reply to the 113th Cross interrogatory the
Witness says -

I am unable to answer

114th

Did not Colley with the same view introduce
you to Mr. Spear of the Clothing establishment
on Randolph St Chicago between Clark and
Dearborn

In reply to the 114th Cross interrogatory
The Witness says

Does not know but states he might
have introduced him to Mr. Spear.

115th

Did you try to buy goods of Spear after
you were so introduced & with what success.

In reply to the 115th Cross interrogatory the
witness says

I did try to purchase goods of Mr. Spear but did not succeed

926th
116th

At what time of year were these goods bought -

In reply to the 116th Cross interrogatory the witness says

There were none bought

117th

Have not all these purchases made in Chicago of Fischer Carr & Co. William S. Bass and Post and Thompson before either E. K. Castle or Joseph Filkins had any intimation thereof

In reply to the 117th Cross interrogatory the witness says -

That all the goods purchased of them parties was at the suggestion of E. K. Castle and reference in all the cases made to them

118th

Did Joseph Filkins as soon as he learned of your purchase of the bond of Colby send for you to come to his office and complain that when he was on your paper and bonds for so large an amount that you ought not to jeopardize your affairs by such a speculation.

In reply to the 118th Cross interrogatory the witness says

That I have no knowledge of any such occurrence

119th

Did not Filkins immediately send down & have the goods examined and ascertain that instead of being worth some thirty thousand dollars it was not worth more than four or five hundred dollars.

In reply to the 119th Cross interrogatory the witness says

Not to my knowledge

120^h

Did not ¹¹Fellkins immediately after finding out the condition of the enterprise, of yours with Colby insist that you should secure him further by depositing with him goods from your store in Chicago.

In reply to the 120th cross interrogatory the witness says:

That no such transaction took place or was thought of by me.

121

Were not the goods which were removed from your store to the house of Castle Fellkin & Co on Randolph St taken there by ^{himself} Fellkins for the purpose of securing him as your creditor and security.

In reply to the 121st Cross Interrogatory the witness says:

I think they were taken for the purpose of defrauding me, and my creditors.

122

²²

~~In reply to the 122nd Cross Interrogatory~~

Did you not after this go on to Boston on 11th with letters of recommendation from Colby for the purpose of buying more goods.

In reply to the 122nd Cross Interrogatory the witness says:

I did on the 11th or 12th January 1886 go to Boston and New York with letters of recommendation from Colby to purchase goods.

123

²³

Did not you apply to Fellkin at that time and did he not refuse to give it.

In reply to the ^{123rd} cross interrogatory the witness says:

No - I had letters from Fellkin Castle & Co recommending me to parties in New York.

124

²⁴

At the time the goods were removed from

Your Stone on Lake Street to 100 Randolph
St. - State whether Joseph Fickens was not
at that time your security on a delivery
Bond to the Sheriff of Cook County for as
part of these very goods - or other goods in
a bond for about \$1600 & if not in what
amount -

In reply to the 124.th Cross interrogatory
the witness says.

No Fickens was only my bail in the
Sawyer case and in no other

125.

Was he not at that time your security on an
imprisonment bond for about \$1800 - or if not, in
what amount -

In reply to the 125 cross interrogatory the
Witness says

Not only that I know of

126.th

Was he not your security on an appeal bond
in the sum of about \$400, or, if not in what
amount

In reply to 126 cross interrogatory witness says
Fickens was on an appeal Bond to the
amount I think of about \$350 -

127.

Was he not at that time bound for you as
security by the endorsement of a letter of
credit to Wheelock & Daniel, to the amount of
\$3000.

In reply to the 127 Cross interrogatory the
Witness says

Not to my knowledge,

128.th

Had he not taken up or was he not bound to
take up of your notes given to Colley to the
amount of \$5000. If not to what amount.

In reply to the 128.th cross interrogatory the

Witness says.

He was not for that amount, or any other amount

129th

Was he not bound for your note in Swifts Bank for about \$500.00 and on your note to Peters & Co about the sum of \$505-

In reply to the 129th Cross interrogatory the witness says

He was at one and the only time bound for me, at Swifts Bank for that amount or thereabouts

130th

Did you not owe him and his partners an account for a bill of goods before that bought for you about \$2500.00

if not in what sum.

In reply to the 130th Cross interrogatory the witness says - I did not but did at one time owe \$400 to Fittins Reardon & Radler for which amount I gave my note payable at a Bank as formerly referred to -

131st

Was not Fittins or he and his partners bound at that time on your other paper in the hands of bankers in Chicago or elsewhere for about \$1500.00 and if not in what amount.

In reply to the 131st Cross interrogatory the witness says -

He or they were not for that amount or any other

132nd

And had he not had a short time before that learned that the land you had bought of Colby for about thirty thousand Dollars was really worth but about four hundred or five hundred Dollars

In reply to the 132nd Cross Interrogatory

the witness says.

I could not say what he had learned, I had bought no land of Colley.

133

Were you not in fact solvent and doing so far as you then knew a flourishing & successful business until you made that ruinous trade with Colley for that land.

In reply to the 133rd cross interrogatory the witness says.

134

I made no trade with Colley for land. If you answer to direct interrogatory thirty six that you were arrested by Colley state by what process from what Court or Justice the Warrant was issued what Officer made the arrest - and whether it was not agreed by & between you and Colley that the arrest should be made with a view of inveigling Filkins to pay or secure more of your liabilities to Colley -

In reply to the the 134th cross interrogatory the witness says

I never saw the process and do not know that any was issued Colley informed me, he had one Colley made the arrest himself acting as Alderman, there was, no arrangement between me and Colley for that or any other purpose -

135

~~At~~ ~~reply~~ to the When you concluded to leave town had you a full understanding with Colley - that his interests were to be preferred to all others as far as in your power.

In reply to the 135th cross interrogatory The witness says.

136^h

No-

If in answer to audit Interrogatory 39
You state you had any jewellery state
what it was where when & of whom you
obtained it and when and where you
saw the Jewellery last

In reply to the 136th Cross interrogatory
the Witness says-

I had 2 Gold watches, and one gold chain,
in a paper box in my trunk I obtained it
of Mills Fornestall H^o Boston In January
1856- I saw the jewellery last at Dunkirk
on my way west

137^y

Were you pursued by a detective or
officer and arrested in Iowa and
brought back to Chicago

In reply to the 137th Cross Interrogatory
the witness says-

No, I was not pursued to my knowledge and
was not arrested and taken back to Chicago-

138th

Where were you when that arrest was made
on what day, of what month, & year, was that
arrest made?

In reply to the 138th Cross interrogatory the Witness
says-

No arrest was made,

139^h

What was the name of the person, or persons,
who arrested you - was he an officer & if so
what was his office,

In reply to the 139th Cross Interrogatory the
Witness says -

I was not arrested

140^h

What process of law did he have or
pretend to have?

In reply to the 140th cross interrogatory the witness says -

I know nothing about it.

144th

By what route were you brought to Chicago and when did you cross the Mississippi and how far did you have to travel before reaching the Mississippi

In reply to the 141st cross interrogatory the witness says -

I was not brought to Chicago -

142

After you were thus brought to Chicago in what place or places house or houses were you kept until you were brought before the examining Court publicly as a witness

In reply to the 142nd cross interrogatory the witness says - I was not brought to Chicago

143-

Were you a prisoner all or any part of the time after you reached Chicago until the 3rd day of May 1856 the day on which the prosecution against Quett & others was settled by the decision of Mr. Cottle, judge if so what part of the time in what place or places and in whose custody

In reply to the 143rd cross interrogatory the witness says -

I was not a prisoner in Chicago at that time

144

Were you not kept secret and away from the ^{knowledge of the} public during that time if not did you not keep yourself concealed during that time

In reply to the 144th cross interrogatory

The witness says.

I was in Chicago at the time referred to and kept myself concealed

145^r

What conversations were held with you during that time in Chicago as to what you would swear to touching Castle & Tilkins & others and by what person or persons

In reply to the 145^r cross interrogatory
The witness says

I first had a conversation with Dr. Collins & at my request he called Grant Goodrich and I repeated in their presence the sum & substance of what I could swear to afterwards in the presence of J. F. Starnsworth, Wm. Colby, W. Bond & perhaps some others whose names I do not recollect I made the same or a similar statement

146^r

What promises or inducements were held out to you to make disclosures such as were then desired

In reply to the 146^r cross interrogatory
the witness says - None

147^r

My disclosure was entirely voluntary. Did you cause the paper hereto attached to be sent to either E. S. Fuller or Tilkins - or any one ^{or} from them or either of them while the prosecution against them were pending the paper here spoken of is attached to this question

Chicago April 28th

Myself J. J. Collins

Quo, I have understood that you have offered \$1000 dollars for E. S. C. that

152nd

back-parlor,

Who dictated its contents

In reply to the 152nd cross interrogatory the witness says

I did,

153rd

Who were present while it was being drawn or during a part of the time

In reply to the 153rd cross interrogatory the witness says,

I W. Magill and myself all the time Dr. Collins, Colby, Bond, and Thompson a small part of the time

154th

Were you present during its being written

In reply to the 154th cross interrogatory the witness says.

I Was,

155th

~~In reply to the 155th cross interrogatory the witness says.~~

~~For the purposes of explaining~~

Why was it written and for what purpose was it done.

In reply to the 155th cross interrogatory the witness says.

For the purposes of explaining my situation before the public hoping to protect myself and creditors from frauds which had been perpetrated on us.

156th

Who requested you to make such an affidavit
In reply to the 156th cross interrogatory the witness says

It was a suggestion of my own mind and afterwards the council of my attorney

157th

What reason was given to you for doing so that is - for having the affidavit made

936

In reply to the 157.th Cross interrogatory the witness says

That my interest, and that of my creditors would be best protected thereby

158.th

By whom and by what process were you held a prisoner when you made that affidavit

In reply to the 158.th cross interrogatory the witness says

I was not a prisoner, and did not know of any process.

159.th

Were you not promised that, if you would swear to the same matter before the Court on the examination of Fellkins & others - that you should not be prosecuted and unless you would make oath thus you should be sent to the penitentiary

In reply to the 159.th cross interrogatory the witness says

160.th

No such promise or threat was made to me. Were you not entirely under the power and influence of your keepers and did you not agree to swear to any thing they desired you

In reply to the 160.th cross interrogatory the witness says

I had no keepers, and was under no ones control

161.th

Who took possession of that affidavit after it was sworn to

In reply to the 161.th cross interrogatory the witness says

John W. Magill

162.th

Did J. W. Magill the officer before whom it was sworn to - come to your place of confinement or concealment or did you go

to the office of the Officer - to swear

In reply to the 162. Cross interrogatory the witness says

J. W. Magill came to the House of Doctor Magill Collins for that purpose

163rd If in answer to direct question fifty you say you say you know anything about the purchase of the land in that question spoken of state at what time it was entered at what land office the name of the land officers who did the business - in what town the land office was - and in what house & room the business was done and who was present and where did you live at that time -

In reply to the 163. Cross interrogatory the witness says

That about the last of January or 1 February 1845 at the land office at the City of Chicago do not recollect the name of the land officers who did the business I was not present I only know the circumstances from admission, of E. M. Castle & Emeline Bennett, my family were in Dixon Illinois and I was in Chicago

164th What part of your answer to question fifty direct is of your own knowledge and what part did you learn from others. If you say any part is of your own knowledge state fully your means of knowledge

In reply to the 164. Cross interrogatory the witness says

I know it from the letters and admissions, and from admissions of Emeline Bennett -

165th When and where did you first make the acquaintance of her who is now Mrs. Emeline

Castle the wife of Edward McCaule

In reply to the 165th Cross interrogatory the witness says

at the house of Est McCaule Carbondale Penn^a
 could not recollect the Year

166th

When were living at that time

In reply to the 166th cross interrogatory the witness says

167th

I was living at Mount Pleasant Penn^a

In what Year and what time of the Year did you first see Chicago. was it not in the fall of 1845 & did you not ~~that~~ fall move from Pennsylvania to Illinois with your family to Dixon Illinois.

In reply to the 167th Cross interrogatory the witness says

In the fall of 1844 it was not in the fall of 1845 -

168th

Where had you lived during the eight years before that and had you seen E McCaule during that time & if so how often & how and where and where -

In reply to the 168th Cross interrogatory the witness says.

I lived in Towanda Penn^a I saw E McCaule once during that time in the Year I think 1842 on the road ^{between} Little Falls & Oswego in the State of New York and he told me that he was running away from Canada.

169th

Did you in the Spring of 1846 go from Dixon to Chicago.

In reply to the 169th Cross interrogatory the witness says

No, in the Spring of 1845 I moved my family

170th from Dixon to Wheeling
Did you then for the first time meet
Emeline Bennett who is now Mrs. Emeline
Castle.

In reply to the 170th Cross interrogatory the witness
says

No,

171th

Did you in Chicago in the Spring of 1846
seek or ask for an introduction to Emeline Bennett
with a view of borrowing from her some money
or did you ask Sanford Robinson in the Spring
of 1846 in Chicago to speak to Miss Emeline
Bennett with a view of seeing whether you
could borrow some money from her & assign
as the reason for having him see her that you
was not acquainted with her or words to that
effect.

In reply to the 171st Cross interrogatory the witness
says

No,

172nd

If you ever saw her before the Spring of 1846 Tell
when & where it was that you saw her at
whose house was it in what state - who saw
you there at that time - how did you come there
In reply to the 172nd Cross interrogatory the witness
says and what was your business there

~~In the fall of 1844 and in the winter following
at the house of Est. Bennett in Chicago I saw
Emeline Bennett~~

and who if any one saw you ⁱⁿ that
neighbourhood at that time and what
knowledge or information did such person
or person have of your then engagements or
of your business at that place at that time

In reply to the 172nd Cross Interrogatory the witness says in the fall of 1844 and in the winter following at the house of Ed Castle in Chicago I saw Emeline Bennett Ed Castle, Caroline Castle, Emeline Bennett SW Young saw me then I went there on horseback from Dixon SW Young & Ed Castle knew of my business then at that time

173rd

If in answer to direct interrogatory fifty one you state that Edward H Castle had been in any business before the entry of said land mentioned in question fifty (direct) state where that business was carried on - and where you lived at that time and what part of your answer is of your own personal knowledge - and what part you learned from others.

In reply to the 173 Cross interrogatory the witness says

That he states from his own personal knowledge that Ed Castle had been in business at the corner of Lake and Wells Street in the City of Chicago - my family were in Dixon Illinois in the fall of 1844 - All I then stated of the business of Ed Castle was of my own personal knowledge and that part that relates to the entry of lands I had from Thomas Whitlock & Ed Castle -

174th

If in answer to direct question fifty two you say that you know of the entry of other lands - state at what land office and to whom the money was paid in making the entry by whose hands was the money paid into the land office were you present when the entry was made at what date was it

made and where did you reside at the time - did you ever see the money with which it was entered, and if yes when & where.

In reply to the 174 cross interrogatory the witness says

All the information I have on the subject of the lands entered in the name of Thomas Wentlock was from the admissions of Thomas Wentlock and E. H. Castle -

175th

If in answer to direct interrogatory fifty three you state that you made any agreement for the occupancy of said lands mentioned in question fifty (direct) state whether your agreement or contract was in writing who drew it and whose names were signed to it and what became of the agreement how long did you occupy that land from what date to what date - and what business did you carry on on said land -

In reply to the 175th cross interrogatory the witness says

It was in writing drawn by E. H. Castle, E. H. Castle & my own name were signed to it (E. H. Castle & E. H. Castle) we each kept a copy I occupied the land a little over two years from July 1845^{when} I commenced building the house to the fall of 1847 I can not give exact dates

176th

I carried on the farming business did you not make the improvements from means accruing under that contract & under the direction of Wentlock and in his name
In reply to the 176 cross interrogatory the witness says

942

I did not make the improvements from means accruing under that contract nor under the direction of Whittlock or in his name

177th

If you state that you had a settlement with any one, of what matter did that settlement consist -

In reply to the 177 Cross interrogatory the witness says

I had a settlement with E. H. Castle I had a Mortgage for \$1000, on Lemuel's Rimmell's land and I had a claim for my improvements all of which was settled by my taking a part of the land stock horse & Wagon

178th

Did you in the Year 1856 state to Myron Thornton at his hotel at Babcock's Grove or any where else that you would ruin E. H. Castle and Joseph Fickins or either of them before you left or words to that effect

In reply to the 178 Cross interrogatory the witness says

I made no such statement to Myron Thornton I talked with him at Dundee but have no recollection of saying such words or to that effect -

179th

Did you in the Year 1856 tell John Reukminster at his house in Wheeling Cook County or elsewhere that you would ruin or injure E. H. Castle & Joseph Fickins or either of them or words to that effect or did you threaten them or either of them with vengeance or injury in any form in a conversation with Reukminster

In reply to the 179 Cross Interrogatory the witness says.

I have no recollection of having any conversation with Beckwith in the town of Wheeling or at any other place at that time

180th

Did you see the same or similar language in the hearing of Frederick R Hamilton or his wife at their house or any where else

In reply to the 180th Cross interrogatory the witness says-

I talked of the matter in Hamiltons home but have no recollection of using any such language -

181st

Did you use the same or similar words to or in the presence of Doctor Herman Bird at the house of ^{Mr} P H Webster on the west side of Lehigh in the year 1856-

In reply to the 181st Cross interrogatory the witness says-

I have no recollection of any such conversation at that time

182nd

Did you write a letter or letters to E H Castle after you made that affidavit before John W Magill in the last of April 1856 spoken of above stating in such letter or letters that you had wronged said E H Castle and that you were sorry for it, and you had done him wrong & injury because influence had been brought to bear upon you which ^{you} knew not of

In reply to the 182 Cross interrogatory the witness says-

No,

183rd

Did you in making such statement refer to the influence brought upon you by your creditors to induce you to make that affidavit
In reply to the 183 Cross Interrogatory the witness says-

944

184th

As I have not written any such letter I cannot answer the question further
 Did you at the house of Peely & Webster on West Lake St Chicago, after the prosecution against Feltkins and others had been abandoned some time in May or June of 1856 in the presence of Joseph Feltkins Doctor Herman Reid, Peely, & Webster and of Webster's wife and William Webster declare that you swore to the affidavit before Magill mentioned above under the influence of Men who had you in their power that you were in their hands were threatened that if you did not make the affidavit they would put you in the penitentiary

In reply to the 184th Cross interrogatory the witness says

185th

No I did not state any such thing
 Did you in the summer of 1855 state to Clark Runyon Isaac & Runyon Sleigh of Barker, Philander Hancock Timothy Smith respectively or to any of them Refso to which that at your Trunk Manufactory in Chicago you were making from forty to fifty thousand dollars worth of Trunks per Year at a profit when sold at Retail of One Hundred percent and when sold at Wholesale at a profit of forty percent or words to that effect.

In reply to the 185th Cross Interrogatory the witness says

No

186

How near was that statement to the truth

In reply to the 186 cross interrogatory the witness says

I was manufacturing about \$1000 per month, the profit was about 33 percent at wholesale and about 50 percent at Retail;

187

Have you bought any goods within the last three years which at the time of such purchase you intended never to pay for it if so state when where and to what amount and of whom respectively

In reply to the 187th cross interrogatory the witness says.

No I did not,

188th

When you answered any of foregoing questions - had you read any of the questions which were to follow

In reply to the 188th Cross Interrogatory The witness says -

I had, I had received a copy from Mr. W. J. Benzys in a sealed envelope in October 1857 in Clarkville in Putnam Co Iowa.

E. S. Coats

I Isaac Adams of the County of Cook and State of Illinois A Commissioner duly appointed to take the deposition of Edmund S. Coats, A Witness whose name is subscribed to the foregoing deposition do hereby certify that previous to the examination of said Edmund S. Coats as a witness in the suit between Emeline Coats by her next friend Amos Bennett, complainant and Joseph Hickman & Sons, A Coats, Richard N. Swift, Lyman P. Swift 17th St. Colby, O. V. Colby & R. Killgoy George D. Miller

John E. L. Snasher, Moody Carr, A. D. Titworth
 John D. Titworth, Rodolph M. Titworth, William D. D.
 R. F. Rawson, J. A. Rootlett, D. G. Rawson, George Ward
 W. E. Doggett, N. D. Russell, D. A. Mills, L. A. Willard,
 W. A. Peake, G. Babcock, S. O. Post, Benjamin C.
 Thompson, Lewis Bond John B. Johnson Albeit
 A. Jordan Orlando Bellows, A. K. Bull, H. L.
 Hill, G. L. Granger, Russell B. Underhill, Eli A.
 Mallory, Ethel T. Fairbank, A. Kerr Archibald
 K. Lee, Justin Day, Joseph W. Ryerson, G. C. Cook
 Daniel A. Mills, G. T. Rawson, Daniel Dillenbeck
 Elisha S. Mills, Philander Forstal, Samuel H.
 Merrill, Aaron Haven, D. L. Jacobs, J. P. Jacobs
 John A. Jewell James L. Gates, Henry Johnson
 Daniel Hanson, and Franklin Hanson, Defendants
 he was duly sworn by me, as such Commissioner
 to testify the truth in relation to the matter in controversy
 between the said Plaintiff & Defendants, so far as
 he should be interrogated, concerning the same
 that the said deposition was taken at the house
 of George R. Post, in the Town of Hanksville in
 the County of Butler in the State of Iowa on the
 23rd, 24th & 26th days of October A. D. 1857 and that
 after the said deposition was taken by me as
 aforesaid the interrogatories and answers thereto
 as written down were read over to said Witness
 and that thereupon the same was signed and
 sworn to by said Deponent, before me as such
 Commissioner at the place and on the day & year
 last aforesaid.

Isaac O. Adams
 Commissioner

Commissioners fees \$55.00

Interrogatories & answers of this Deposition
Nos 4. 7. 17. 33. 43. 50 & 56 objected to by
Complainant, Defts withdraw answer
to No. 57 of this Deposition

Exhibits "A" & "B"

Attached to E. S. Castle's Dep.

State of Illinois
County of Cook }
City of Chicago }

Now before the Honorable
Robert S. Wilson Recorder of the City of Chicago in the
County of Cook and in the State of Illinois and
presiding Judge of the Recorders Court of said
City at a term thereof begun and held in said City in
the Court House of Cook County aforesaid on the
first Monday of September in the year of our Lord
one thousand eight hundred and fifty six and of
the Independence of the United States the Eighty first-

Forasmuch as The Honorable Robert S. Wilson Recorder of the City
of Chicago, James S. Beach Coroner & off Sheriff of
Cook County.

Attend Philip A. Waiguo Clerk of said Court -

Be it remembered that on the third day of September
A.D. 1856. it being one of the days of the September term
of said Court the Grand Jury came into Court and
made their presentments and returned true bills among
which is the following to wit -

State of Illinois
 City of Chicago
 Cook County

Of the September Term of the
 Recorder's Court of the City of Chicago, in said State
 and County, in the year of our Lord One thousand
 eight hundred and fifty Six.

The Grand Jurors chosen, selected and sworn
 in and for the City of Chicago, in the County of Cook
 and State of Illinois, in the name and by the au-
 thority of the people of the State of Illinois, upon
 their oaths, present that Edmund S. Cattle, late of
 said City, on the second day of August in the year
 of our Lord One thousand Eight hundred and fifty
 Six, in said City of Chicago, in the County and
 State aforesaid, a certain forged and false
 promissory note and power of attorney did then and there
 feloniously pass as true and genuine to one thousand
 Hickox, then and there being, which said false and
 forged promissory note and power of attorney are
 as follows

§ 50. Chicago Aug 2. 1856.

Fifteen days after date for value received
 we promise to pay to Philander Hickox or order the sum
 of fifty dollars with interest at the rate of ten per
 cent per annum, it being for money actually borrowed.

we promise to pay to Philander Wickox or order the sum
of fifty dollars with interest at the rate of ten per
cent per annum, it being for money actually borrowed.

E. S. Partridge

Wm. Wood

Know all men by these presents that whereas the subscribers
are justly indebted to Philander Wickox upon a certain
promissory note bearing even date herewith for
the sum of fifty dollars and Cents made payable
to the said Philander Wickox or order and due fifteen
days after date. Now therefore in consideration of the
promises and of the sum of one dollar to us in hand
paid by the said Philander Wickox, the receipt where-
of is hereby acknowledged we do hereby make, con-
stitute and appoint Wm. Wood or any Attorney,
in any Court of record to be our true and lawful
Attorney irrevocably for us and in our names
places and stead to appear before any Justice of
the Peace or in any Court of record in town time
or in vacation in any of the States or Territories of
the United States at any time after this shall
become due, to waive service of process and con-
fess a judgment in favor of ^{the} said Philander Wickox
or his or their assignee or assignees upon the said
note for the above sum or for as much as appears
to be due according to the tenor and effect of
said note with interest thereon together with costs,
also for ten dollars usual Attorneys fees to be added
to the amount due in entering up Judgments, also
to file a cognovit for the amount that may be so
due with an agreement therein that no writ of Error

or appeal shall be prosecuted upon the Judgment entered by virtue hereof nor any bill in equity filed to interfere in any manner with the operation of such Judgment and to release all errors that may intervene in the entering up of such Judgment or issuing the Execution thereon and also to consent to immediate Execution upon such Judgment hereby ratifying and confirming all that said Attorney may do by virtue hereof - Witness our hands and seals this day of August 2. 1836.

E. S. Castle L.S.

In presence of Joel Wood L.S.

with intent then and there to defraud the said Philander Miller, in the said Edmund S. Castle at the time he so passed the said false and forged promissory note and power of attorney well knowing the said promissory note and power of attorney to be false and forged, contrary to the Statute and against the peace and dignity of the said People of the State of Illinois

A. M. Hoop
State's Attorney

Be it further remembered that on the tenth day of
November A.D. 1856, the following among other
proceedings were had and entered of record in
said Court in this Cause to wit

The People vs

vs

Edmund S. Castle

forger

This day came into open Court
Edmund S. Castle as principal and A. D. Sillworth
as security and severally acknowledge themselves
to owe and be indebted unto the People of the
State of Illinois in the penal sum of five Hun-
dred dollars to be levied of their goods and
chattel, lands and tenements respectively

Yet is he void upon the condition that the
said Edmund S. Castle shall personally be
appear before the Recorders Court of the City
of Chicago on the first day of the next term
to answer unto the People of the State of Illinois
on an Indictment for forgery therein
against him and shall abide the order of
said Court and not depart the same without
leave otherwise to be and remain in full
force and effect -

And on the 15th day of July A.D. 1856 the following
among other proceedings were had and entered

of Record in said Court to wit-

The People vs

Edmund S. Cutler

} Recognisance

This day comes the said People by Carlos Warren, State Attorney and the said defendant being three times solemnly called comes not nor any one for him but herein fails and makes default and A. D. Tiltworth Security of the said defendant being three times solemnly and demanded to produce the body of the said Edmund Cutler but fails herein it is ordered by the Court that the default of the said defendant and his securities be entered of record and that the said Recognisance be taken and declared forfeited and that a Writ of Habeas Corpus issue returnable to the next term requiring the said defendant and his Security there and there to appear and show cause if any they have why the said People should not have Execution according to the tenor and Effect of said Recognisance

It is further ordered by the Court that a Writ of Copias issue against the bodies of the said defendant and his Security returnable at the first day of the next term of this Court

the bonds of the said defendant and his
security returnable at the first day of the
next term of this Court -

And afterwards to wit on the 20th day of September
the following among other proceedings were had
and entered of record in Said Court in this
Cause to wit

The People

vs

Edmund S. Castle &
A. D. Milburn & co

Sci Tu on Recognisance

The defendant Edmund
S. Castle having been surrendered into open Court
by his security

It is ordered by the Court that the
default heretofore entered in this Cause be set
aside and vacated -

And on the day and year last aforesaid the
following ^{among} other proceedings were had and
entered of record in Said Court in this Cause to wit

The People

vs

E. S. Castle

Forfeiture

This day came into open Court
E. S. Castle as principal & A. D. Milburn as security
and severally acknowledged themselves to come
and be indebted unto the People of the State
of Illinois the several sum of Three Hundred

dollars to be levied of their goods and chattels
lands and tenements respectively.

Yet to be void upon the condition that
the said E. S. Castle shall personally be and
appear before the Recorder's Court of the City of
Chicago next session from day to day to answer
unto the People of the State of Illinois on an
Indictment for forging now pending in said
Court against him and shall abide the order
of said Court and not depart the same with-
out leave, otherwise to be and remain in full
force and effect

State of Illinois }
Cook County }
City of Chicago }

I, Philip A. Mayo Clerk
of the Recorder's Court in and for the City of
Chicago in the County and State aforesaid, do
hereby certify that the foregoing is a true and
correct copy of the Indictment found in the
above entitled cause now on file in my office
and of the several orders and proceedings En-
-tered of Record therein -

Witness my hand and the seal
of said Court at Chicago this
day of October A.D. 1857

Philip A. Mayo
Clerk

ES
CS
CS

ES 3
C 2

day of October A.D. 1857
Philip A. Wayne
Clerk

Philip B.

State of Illinois
Cass County

Personally appeared before me John H. Magill a Notary Public in and for said County duly Commissioned and sworn Edmund S. Carter of said County who being by me duly sworn deposed as follows: In the month of June or July I had a conversation with Edward H. Carter he said would furnish me with Credit if I would do as he wanted me to. Which was that he would furnish me with a large Credit provided I would in the first place do as he wanted me to do and make no more in business without consulting him or Joseph Perkins as he could not afford to work for nothing & expected to be well paid in matters of that kind. I answered I would agree to anything that was reasonable as my object was to go on with business with Extra Credit, after this conversation he went to New York from which place he wrote me to join him which I did in the month of July 1855. after conversation had together he gave me a list of names and told me to procure others and to go round and see any of them

of whom I could purchase any bills of Goods,
 it did not make any difference the Captain said
 as long as we could find men who wanted land
 he called on several but without effect until I
 called on Wheelock and Daniels of Dry Street
 New York City, to whom I represented at the
 suggestion of the Captain that I was in the market
 and wanted to purchase a bill of Beets & Shoes
 in which line they were, said he would like to
 sell and asked me how I wished to purchase,
 I told him I wanted to buy on the usual credit
 or trade him some land which I owned in
 Fulton County in Illinois, he said he did not
 know much about land in Illinois, but had
 a favorable impression of their value, I re-
 -ferred him to Capt. Castle. (I mean Edward
 H. Castle but he is called Captain to dis-
 -tinguish him from myself) who was staying
 at the St. Nicholas Hotel as the Captain and I
 had agreed upon at his suggestion, he wants
 appear as a stranger and in no way to be
 related to me, but to represent himself as a
 person in the Real Estate line and well posted
 in the value of lands in the State of Illinois.
 I returned from Wheelock and Daniels Store
 to the St. Nicholas - saw the Captain and told
 him that I had had an interview with Wheelock
 of the firm of Wheelock & Daniels and that
 Wheelock would call on him to ascertain

to the St Nicholas. Saw the Captain and told
him that I had had an interview with Whelock
of the firm of Whelock & Daniels and that
Whelock would call on him to ascertain

if my statements were correct in reference
to the value of the land in Fulton County.
We had agreed previous to this that ten dollars
was to be the price per acre of the land and to
be represented. On the evening of the same day he
told me Whelock had called on him and
that he had told him that he knew very well his
reputation as a business man, that it stood well
in Chicago as a business man, and that I was
a safe man to sell to and that he knew that I
owned four hundred acres of land in Fulton
County, Illinois, which was well worth ten
dollars per acre, that he knew this from the fact
that the purchase of it had passed through his
hands as a Real Estate Agent and that a
Deed awaited me or the person to whom I
disposed of my title to the same in his office
in Chicago, He also said that he had showed
Whelock the letter from a person purporting
to be at Fulton County which letter represented
that lands were coming up in Fulton County &
were in the neighborhood of mine especially,
This letter I knew nothing about save that I
suspected it was a fabrication from the fact
of the transactions we were in being of a dishonest
nature & that I knew the lands were not of that
value. He also said that he had agreed to call on
Whelock at his store and that I had better happen

in there about the same time & that he would
 then fix it up. He on the next morning started
 from the St. Nicholas, together for Wheelock &
 Daniels Store. He went directly to their store
 at his suggestion I went down Courtland &
 Street and came up by another street to Day
 Street and happened in to Wheelock & Daniels
 Store as if accident had drawn me there. We
 spoke together and he said I understand that
 you and Mr Wheelock are about making a
 trade for Lands in some way. Now I am
 a Real Estate man & I know the value of
 them - I have heard of them, they are worth Ten
 Dollars an Acre, Mr Edward S. Castle owns
 them, and a deal awaits him in our office
 in Chicago from Colonel Pillsbury my partner
 in Chicago, he then handed Wheelock his
 Card, the name being the firm of Pillsbury, Castle
 & Co and pointed out the references on it to
 Wheelock and invited him to call and see him
 at his Office whenever he Wheelock came to
 Chicago. After this the Captain left, I then agreed
 to purchase of Wheelock & Daniels a bill of
 Goods and they agreed to sell me the same
 upon my giving them my notes, the first of
 which was to become due sixty days after the
 delivery of the Goods at Chicago, and one to
 fall due every month thereafter, until the
 whole amount of the bill was paid, and

I think that the Land was to be decided by me
to Oliver & Russ as their Trustees as Collateral
Security, the Land in Fulton County was how-
-ever to be decided by me to them as Collat-
-eral Security for the payment of the Bill.
& the Deed I told Whallock and Duvall was to
come from Colonel Sullivan to me or to Oliver
& Russ whichever they pleased, I then bought
of them a Bill of Beets and Grass to the amount
of some Three Thousand - four hundred dollars
or thereabouts, these were the only parties that
we could purchase of, the rest would not
stick. After this he went himself to other
parties in New York City, so he told me and
obtained from them their business cards &
represented that he knew of a man from
Illinois who owned valuable Real Estate there,
that he was then in New York City, wanting
to purchase goods in their line & that he
had set me up considerable with them -
he then directed me to call on these & if
possible purchase of them and give them any
land in Fulton County and he would en-
-sure them that I was the owner, I did so
but did not succeed in obtaining goods
from any party on these representations,
I then returned to Chicago, this was about
the latter part of July 1855, he remained

in ~~remained~~ New York, and did not return home
 until about the 10th or 15th of August, the goods
 from Whelock & Daniel's came a short time after.
 I had notice from Owen S. Rose of their arrival
 and that he had directions from Whelock & Daniel's
 not to deliver them until the deed of the Land in
 Fulton County was made out them from Colonel
 Silkins as Grantor, some delay occurring Whelock
 and Daniel's became suspicious & sent their lawyer
 a Mr. S. J. Gunda on to investigate the matter.
 He called on me and on the Captain and was
 assured by him that the transaction was all right,
 that I owned the Land and that as soon as Colonel
 Silkins came home the Deed should be made out.
 The Captain also took Gunda to the firm of
 Silkins Runyon & Barker, so Gunda told me
 and was assured by Runyon & Barker that the
 transaction was all right and that I was
 perfectly good, and that on the Colonel's return
 the Deed would be made out as promised.
 He returned to New York satisfied and shortly
 after a Telegraph Dispatch was sent to Rose
 by Whelock & Daniel's to deliver the Goods to
 me. Gunda in conversation with me said
 that the Captain had said a great deal and
 convinced him that Whelock & Daniel's sus-
 picious were wrong. Rose afterwards gave me
 an order for the Goods & I took them to my

that the Captain had said a great deal and
convinced him that Whulock & Daniels sus-
picious were wrong. Rare afterwards gave me
an order for the Goods & took them to my

Store No 254 Lake Street after this and some
time in the month of August the Capt called
at my Store and told me that he had received
a letter from Colonel Sullivan from New York in
which he stated that he had given Whulock
and Daniels a Bond for the Land in Sullivan County
and had made them all right, I had previous to my
going to New York sent my son Frederick H Castle
to Dubuque Iowa with some Goods to be placed
in a Store for sale which I had rented in the
month of June 1855. and after the Captain returned
from New York he insisted upon Sarks of the firm
of Sillkins Castle & Co going out there to supersede
my son and compelled me to write him a letter
to be taken by Sarks giving up all control to him
to which I reluctantly consented and did write
as directed to by the Captain. In February 1853
I was in Partnership with George Hatch in the
Manufacture of Snuff & at a Store next the
Hamilton House on Clark Street in Chicago. He
was disposed to withdraw from the firm & con-
sented to do so on my executing to him a Bond
guaranteeing & saving him from all liability to
happen from debts contracted by the firm.
On that Bond Colonel Sullivan went with me
and to secure him the Captain advised me to
assign all interest that I had in property when
I lived in Milwaukee Wisconsin also my interest

in Leasehold property and Warehouse which I held from Richard D. Hamilton and my interest in a Dairy Farm and the Horses & Stock thereon which last I leased from Emeline Wattle or rather from Colonel Fulkner as her Trustee, and the buildings which I had erected thereon, which I did the rest of these premises I had collected & received up to January 1856. but have not since nor do I know who receives them now. The first transaction that I now remember of that transpired after Parks returned from Dubuque was in this wise, About the latter part of September, Parks returned to Chicago from Dubuque & that night staid at the Captain's House. In the morning the Captain came to my store and told me that he & Parks had had a long talk over night & that Parks said they wanted more Goods at Dubuque & that I must look around and see what I could run against. Any kind of Goods would do but he said that Parks could sell Liquors there quicker than anything else & that I had better buy Liquors as they could be turned into Cash quickly. To this I objected because it was out of our line. He said that that didn't make any difference as long as it would bring the Cash quick and make Capital which could be turned over without much loss of time and that that was Parks idea of it to send them to Stinnett & Harris store and tell them to

wanted to purchase a Bill of Lading of them to
be sent to Dubuque and referred them to Gilkins
Gault & Co and Gilkins Remyon & Parker as the
Captain had directed me to do. This was always
understood between us. So as to prevent parties from
suspecting that anything was wrong I went down
to Surin & Harris the next day & introduced
Parks as my Employee at Dubuque. He Parks
selected the Goods and they were shipped by Messrs
Surin & Harris to Dubuque. This will amount
to Seven Hundred Dollars or thereabouts, there
was also purchased by me of Benedict Maltroy &
and of C. B. Hallogg & Co Bills of Sale & Cops to the
Amount of some Eleven Hundred Dollars which
Goods were bought of the parties by me on the
same representations & same references and selected
by Parks; a short time after Parks came from
Dubuque again for more Goods & he & the
Captain said to me that they would require more
Goods. The Captain suggested to me that I
better go to Seltzer & if I could not succeed
in getting them there, to try until I die. I
called at Seltzer & gave the usual reference
on the two firms & called the next day with
Parks whom I introduced & he selected a
stock of some 900. worth which was shipped
to Dubuque. He afterwards again came to
Chicago and some few Bills sent out. This

was in November and just before his leaving for New York, previous to his leaving for it, the Captain & myself being present, the Captain talked of the advantage which Sarks would have in obtaining credit in New York, over me and that being better posted that he could obtain a bigger purchase, he was also to represent me as doing a heavy business & being a reliable man, this was all suggested by the Captain.

Previous to Sarks departure they being both present, I was asked how my credit was with Jewellers, I answered that I thought I had some, he said he would like a good Gold Watch & Chain as he was going to New York, he would like to make a good appearance, we went over to Coaks he selected a Watch & Chain valued at \$150. for which I gave my note - this was never charged to him, but he told me that he would succeed in purchasing a heavy Bill of Goods in New York and would eventually make it right with me.

While he was in New York he had refused to some persons in a purchase he was about to make & application for information concerning me was made by Telegram through the Commercial Agency Mr Douglas or some one of his employ, He told on Mr Joseph Wilkins to ascertain if he had any encumbrances on my property which were Liens Mr Wilkins informed

him, as he told me, that all these things had been released, that I was perfectly good, & worth some six to eight thousand dollars above board, & that all he had held against me had been paid off, the Agent waited on me to hear what I had to say & then informed me as I have stated.

About the 20th of November, 1855, the Captain came to me & said that he had a nice thing on hand for me & that I must go to his office, saying that I was introduced to a General, who had some twenty seven hundred dollars worth of Goods in ready-made clothing. After a few moments conversation, the Genl. sat down and wrote two notes which I signed for the amount.

These were to come due in 6 & 12 months. These I took to my store & repacked & sent to Dubuque. The General was a Spiritualist, and the Captain pretended to be one too & he said in laughing about the affair afterwards that if (meaning the sale) was well got up.

There was also a bill of Rubber Goods bought of Adeson & Co at the suggestion or direction of the Captain. I went to Adeson & Co's Store, gave the usual references & next day called & obtained of them a bill to the amount of six hundred dollars of India Rubber Goods. These were shipped to Dubuque, the Captain afterwards went to Adeson & Co's & purchased

a large Rubber covering for his Horse & I told them to charge it to me which was done. —

On some Saturday in the month of November I started for Dubuque for the purpose of ascertaining how business was going on, then intending to return on the Monday night after.

On Monday I received a Telegraph dispatch purporting to be from Joseph Wilkins requesting me to remain until he arrived that evening. I went to the Hotel that evening expecting to meet him but instead saw the Captain. He took me aside and said that I had better confess a Judgment in Joseph Wilkins favor in case of any emergency, so that they could be on the safe side & telegraph & close the Store if any move was made by the Creditors. I objected to it as my Credit stood well in Dubuque but as I was under their control I had to submit & confessed a Judgment in favor of Joseph Wilkins to the amount of between Seven & Eight Thousand Dollars, which I did not owe him. He afterwards returned to Chicago by the same train. At this time the Captain said I had better be about and buy more goods. I then went to Day & Lee's & gave them the same references called the next day & purchased of them a Bill of Goods to the amount of some Eight Hundred Dollars & left orders that

They should be shipped to Dubuque.

Before I went to Dubuque Mr Colby and I had a conversation about a stock of Boots & Shoes which he had on hand. After I returned from Dubuque and after the Judgment was given I spoke to the Captain about it & he said by all means to purchase & not to let the chance slip. I also had a conversation with Joseph Gillins with respect to the purchase of them & he advised me also to purchase them. which I did, referring as usual to the firms of Gillins Castle & Co and Gillins Rungon & Barker. The Bill I purchased of Colby amounted to between Twenty Six & Twenty Seven Hundred Dollars. I also purchased at the request of the Captain a Bill of Furniture of Hillard Park & Co, the amount I do not recollect & also a Bill of Jacobus & Mothers the amount I dont recollect. I think about Two Hundred Dollars the selections were made by himself in both instances charged to me & the furniture sent to his house and used by him. Mr Parks & the Captain also went to Jacobus. I believe it was and selected a stock of Furniture for Parks which was charged to me the Furniture being sent to Captain Castle's house for Parks who at that time was staying there.

with his wife, I think this was also after the
 Dubuque Judgment, sometime in the month of
 Decr. Captain Castle called at my store & said
 that he wanted something better than that Car-
 riage he had & that he preferred to have a
 Family Carriage & asked me if I knew any
 one in the Carriage line, I said I did not
 know where to strike for him, He said I'll
 tell you, he says, over to Sucker and Steinhouse
 you'll find a nice family Carriage there, I have
 been looking at it - it's just what I want,
 I went to Sucker & Steinhouse, told Mrs
 Sucker I wanted to buy the Carriage pointing
 it out to him, which I did at \$250.00 the
 amount was charged to me in their Books,
 I sent my Horse after it & brought it to my
 Store where it stood for a day and a half
 when Parks came with a team & hitched it up
 & drove off. He wanted me also to purchase
 a \$100.00 Harness which I endeavored to do
 but could not succeed.

I think after I returned from Du-
 buque I purchased two horses from a man
 named Rawson with a Harness for \$300.00.
 The Captain went down with me to look at
 them before being purchased & insisted that I
 should buy them by all means which I did.
 He in a day or two afterwards took one of the

Went away with my consent to use, the other
I kept & I understand that since that he has
taken both now - but by what right I do not
know, at their directions.

I also went to Fraser Carr & Co and of
them purchased a Bill of Dry Goods to the
amount of Thirteen Hundred Dollars, gave the
the usual references the Goods were selected
by Park, and sent to 234 Lake Street -

I also went to William S Bond gave the usual
references & of him finally purchased a Bill
of Goods to the amount of \$1211 & odd cents
these goods were selected by an acquaintance
of mine, not in my employ & who knew
nothing of the transactions, these Goods were
sent to 234 Lake Street, I ordered these goods
not to be marked because the Captain had
told me to have them marked for Dubuque
at the store & there would be less suspicion
& that I was to say that we were sending other
Goods, & not to have them sent to the Galena
Depot but to have them sent to the store &
that no suspicion would arise.

I also bought a Bill of Goods of S. J. White
to the amount of \$1000 for which I gave my
Note, which Castle endorsed due at 9
months.

I also purchased of Post & Thompson

first called in there - told them I wanted to buy a Bill of Goods of them to send to Dubuque, gave them the usual references & found in conversation with them that I could not buy a large Bill of Goods of them without paying \$500.00 down. After this went to Sillis, Castle & Co's office & saw both Joseph Sillis & Captain Castle and mentioned to them the fact that I didn't think I could purchase a large Bill of Post & Thompson without paying \$500.00 in Cash - the Captain asked me if I could increase the Bill by paying that amount down, and if I could it would be \$1000.00

to throw meaning into Post & Thompson, at this time Joseph Sillis was by and heard all that passed. The Captain I think turned to the Colonel, I mean Sillis, and asked him if the firm had that much money in Bank; the Colonel said they had & he would give him a check for it; on the next morning the Captain gave me a check on the Bank of Commerce for \$500.00 signed by Sillis Runyan and Barker payable to the order of Post & Thompson. I went with the check to the store of Post & Thompson told them I would take the Goods and offer the check, they refused to take the check and I offered to go with them & get the

money on it. Mr Thompson went with me to
a Broker's Office, where he endorsed the Check,
the Check having been certified to white we
waited at the Broker's Office, the check was
then discounted & Mr Thompson received
\$491.00. I promising to pay Mr Thompson the
remaining Ten Dollars. I then went to the
Store of Post & Thompson & directed the order
of shipment to Dubuque to be taken off & that
the Goods be sent to my store on Lake Street,
this was suggested to me by both parties. I
mean Filkins & Carle - which was done and
the Goods sent to my store on that morning -
This was about the 11th of January 1856.

After my return from Supper about the
Evening of the 6th or 7th of January 1856. at about
7 or 8 O'clock. I was surprised to find one
approaching my Store over a Horse & Dray
about being loaded with Goods & on entering
my Store I found the Captain Joseph Filkins
removing the Goods which had been purchased
by one of the S. Bond. Fraser, Carr & Co and of
S. B. White & Bro. I was much surprised
and enquired what they meant, the Captain
answered that I was not insured for any
large amount, they thought best to move them
to some Warehouse or Storehouse. I didn't
like the transaction and thought it dishonest,
I am satisfied it was not their intention to

Let them go to Dubuque, the Goods were removed
 by them as hurriedly as possible. A few evenings
 after this the Captain came to the Store with a Dray
 about the same time in the evening, and took away
 the Goods which had been purchased of Post
 & Thompson; I think it was in the evening of the
 same day that they had been delivered at the store,
 while being removed Mr Colby came in & objected
 to the Goods being taken away & he Colby said
 that it would not do for them to lie there that there
 was no use in sending them to Dubuque, that
 the boys had more there than they could
 sell, and as he had better opportunities for
 selling at his Store No 101 Randolph Street, it
 would be best to take them there which he did
 that night. I never received a dollar on these
 Goods or on any other in the way of advancement
 or otherwise from any member of the firm of
 Filkins Castle & Co or from the firm of Filkins
 Ruyon & Barker, or from any person in their
 employ. Except as I before stated in regard
 to the \$500.00 which was put in my hands to
 make the purchase of Post & Thompson, at
 the suggestion of all parties in a conversation
 had sometime after this, it was proposed at
 the house of Joseph Filkins when was present
 said Filkins, the Captain Parks and myself;
 the proposition of my going to New York was
 discussed, it was then proposed that a paper

Said Perkins, the Captain Parks and myself; the proposition of my going to New York was discussed, it was then proposed that a paper should be drawn up which would go to show that I had received large advancements from them on Goods purchased of Fraser Carr & Co N.S. Bond and S. G. White & Bros and that I had left them at their Store No. 100 Randolph Street to be sold at auction with a receipt on the bottom of the page which they made me sign, the first which was drawn up was not approved by Colonel Perkins. He said it was not right and made Parks go and make it over saying, Boys when you make anything of this kind, you must make it so that parties cant go behind it, that is my way of doing business. Parks said he would try and do better next time & finally produced a Statement that gave general Satisfaction this was the one that they made me sign. I was under their influence & control so much that I dare not refuse to sign it, at this time a Judgment Note was also drawn payable to Philander Moseck the amount I have forgotten but think it was some Sixteen or Eighteen Hundred Dollars, which I also signed, this was a bogus note and was signed that Evening with that understanding - On this same Evening it was agreed by all parties that I should go to New York and purchase as many Goods as I could at Boston or New York. On the same Evening that I left

for New York. I was at No 100. Randolph Street
 the Capt. told Parks to draw up a receipt
 on their Goods of Park & Thompsons purporting
 to be for advances made on them to me by
 them which I signed. I never received a
 dollar from them or any one in their employ
 on such account or any other except as I have
 before stated. On that night I left for New-
 York, when I reached Boston I received a
 letter in Parks handwriting from the firm of
 Silkins Castle & Co. saying that a person was
 then in Chicago & anxious to purchase my land
 in Fulton County. The Captain had told me
 of this before I left & suggested it was to be
 made use of as a bait to make purchases
 with or trade off the Land when opportunity
 offered - I after this made a trade with a
 Boat & Shoe man on Pearl Street for a quarter
 section as collateral on a purchase of 2000.00
 worth of Boat & Shoes. I also purchased of two
 other parties in Boston Goods, one of Mills
 Fenstall & Co to the amount of 7500.00 & one
 of Bemis Boyce & Co to the amount of 8500.00
 the Bill of Mills Fenstall & Co was shipped
 to Chicago & afterwards they came here and got
 a part of them, the other Bill of Bemis
 Boyce & Co I was to give notes endorsed by
 Silkins Castle & Co, the goods were to be shipped
 to Care of Hadsworth & Parks who on receiving

the matter was to let me know the Goods. Some
two or three days after this I found through a
man of whom I was trying to purchase
a Bill of Goods that my store in Chicago
had been closed up. I saw Mr Bond on that
same evening, also he told me that he had
received a dispatch stating the same thing,
& enquired of me concerning it. I said
it was all news to me. Mr Bond and
I started the next day for New York where
I staid one day and on the next started
for Chicago. I was ill all the way to Chicago
and a man with whom I became acquaint-
ed on the cars left me at the Jarvis House
on our arrival at Chicago. I was deranged
at this time so I was informed by Dr Greer
I recollect that afterwards Parkers a man
by the name of Webster took me from the
Jarvis House in a sleigh; they took me
to Webster's House where I staid until
the Sunday following, on examining my
pockets I found that all the Memoranda
Books & Letters which had been in them
were taken away by some person.

On Sunday I went down town in a
sleigh with the Captain to his Office 21st or
Randolph Street. While down town I called
on Mr Colby & had some conversation with
him - we parted & some twenty minutes

after this I was arrested at Mr Colby's
 instance, I told him I wanted to go to
 Captain Castles Office he consented and said
 he would go with me, when we went I told
 the Captain what had happened & after some
 conversation it was agreed that we should
 meet at the Captains Office at 6 o'clock
 that evening we met afterwards according to
 agreement - The subject of arranging the de-
 mands came up, I told them that I had not a
 dollar to settle with - The Captain then said
 that he would make them an offer, He offered
 Colby for his claim 40 acres of Land in Fulton
 County & the same amount to Fraser Carr & Co
 for theirs, representing that it was such Land
 as he was every day selling for \$10.00 per Acre
 and that it was worth that amount for Acre, that
 it had cost him \$5.00 per acre some eight or ten
 months before, and it raised in value considerable
 since that time - This they refused to accept -
 after some further conversation Mr Colby said
 that the Writs must be executed, when the
 Captain offered to give them eighty acres apiece,
 after thinking the matter over, they refused this
 offer also. He finally agreed to give them three
 Eighty's apiece & let them divide, they consulted
 together over this offer and also refused it.
 The Captain then put on his Coat & made
 preparations to leave saying that he had no

interest in the matter but only made three offers for the purpose of helping the only man of his name in the County out of difficulty but to wind the matter up he would make one more offer on Condition, He would give them a quarter Section of Fulton County Land Each for their claims - the conditions were that they were to help me to settle my claims with out of my Creditors - they accepted of this offer - and the next day they were to have a Bond or a Deed made out to them of the Land. Parks was there during all this conversation & previous to Colby's accepting the last offer he imposed as a condition on me the delivery of Jewellery to him which I had ~~had~~ obtained of parties in Boston to whom I bore letters of introduction from him. The amount purchased was some \$800.00 and of this I had some \$190.00 worth in my Trunk. Which was the Jewellery I was to give to be returned to the parties of whom I bought. On my agreeing to do so he accepted of the Captain's offer. The Captain, Parks & I left the store together and going home on speaking of the matter of giving the Jewellery to Colby, I said it should be arranged right & he said it should. Cost what it would. He then spoke of the questions which Traser had put to me in the store respecting advances which their Books showed had been made to me, he & Parks talked it over and said that those were close

questions & hard to answer & that they had
 left a loop hole thro' they had not thought of.
 We then arrived at the Captains House and after
 some conversation he said I must leave the City,
 to this I made objection. He said it was the best
 thing I could do & that he could not settle the
 matter half as well with my being here as he
 could if I was away, that I could stay a year or
 six months & probably by that time it could be
 settled. After a good deal of deal of talk, I consented
 to leave and then left Castle's House (the Captains
 I mean) for Websters, when on Examining my
 Trunk I found that the Box containing the Jewels
 before spoken of had been abstracted before leaving
 Castle's House. He Castle sent Parks for a young
 man to drive me out of the City with his Horse
 & Cutter. Before leaving we had conversation
 in which he promised to settle up all the matters
 & that he would do it to the best advantage
 & order me a fair account of whatever trans-
 pired & give me a fair share in the winding up
 and advised me as he would have a good many
 receipts to give & take that I had better leave my
 Signature & called to Parks to bring paper to be
 signed in Blank by me for that purpose which
 I did, Writing my name to about 15 half sheets of
 letter paper. I then left to Webster's House, in the
 Cutter with the young man that Parks procure'd,
 when as I before stated on Examining my Trunk

med in Blank ^{for that purpose which}
I did, Writing my name to about 15 half sheets of
letter paper. I then left to Webster's House, in the
Cutter with the Young man that Parks procured,
when as I before stated on Examining my Journals
I found the Jewelry had been abstracted. We
drove from that down Town to No. 116. La. Salle
Street where I formerly boarded & got the balance
of my Cloths, which were there, we then drove to
Naperville where he left me next morning. I
from there went to Aurora from which place I
wrote Letters to the Cap^t & to Colby. I travelled about
to various places until I reached Waverly, in Boone
County in Iowa, when I met the Captain. We
had corresponded all the while & he knew of the
routes I had travelled: It was on Sunday he
came there I was much surprised to find him
there, He told me that had got there as hastily
as he could to notify me that my Creditors
were after me that there was five or six War-
-rants out & that one was after him all the way
from Iowa City & that he was afraid that he
would be here before sundown (meaning at
Waverly) that there was great Excitement in
Chicago about me & that I had better leave &
go to Mexico California or Salt Lake so as to
be out of their reach, that Colby & the Boston
Jawlers had got out new Warrants & were
chasing me up, that it was very foolish
to have written to Colby, that Bond had been
after me to Dubuque, that he would settle
up matters as soon as the excitement died
away & would render a fair account between
us, & that then he was to divide fair between

us. We left Haverly before I did by an Express
Team which he had hired at Waterloo, I left
afterwards with an Express Team intending to go
to Fort Dodge. this was the last conversation I
had with him up to this date before we parted at
Haverly. He suggested that I should address him
by enclosing letters to him under cover to a
man named Winchell in Cook County Illinois,
that Winchell was a Mason & a man we could
depend upon in any emergency & that my
letters were to be mailed for me outside of
Chicago under the name of Edmond Smith.
These letters were written in disguised hands
some in Park's handwriting & some in his own.
which I afterwards received, I have referred
throughout this affidavit to Edward H. Castle
as the Captain by which name he was contra
distinguished from myself. During the time
of my having the Store of No 234 Lake Street,
I made a great deal of Exchange trade which
was made by myself without their knowledge,
but which they finally reaped the benefits of.
I make this Statement without any coercion
& of my own free will & I have returned to
Chicago for the purpose of making this
Explanation. In reference to the Land in Fulton
County. I never had any interest in it nor
ever owned an acre of it.

Chicago for the purpose of making this
Explanation: In reference to the Land in Fulton
County, I never had any interest in it nor
Ever owned an acre of it -

Subscribed & sworn to
Before me at Chicago this
25th day of April A.D. 1856
In witness whereof I have
hereunto set my hand & Seal
the same have read over and
corrected before signed
(Copy) E. S. Castle

ES

Geo W. Magill
Not. Pub.

J. S. Dickey sworn in open Court, testified
to the Interrogatories propounded by Defts, as
follows viz -

Judge Pickey sworn

Q. 1 Were you present at the trial of a case pending in the U. S. District in Chicago, between E. S. Bullard Plff. & Joseph Silkins, Ed. M. Castle, Elisha Granger & H. Phillips, defendants, & if so in what capacity?

Ans I was, as Atty for Defts

Q 2 When was that trial?

A In the fall of 1837, in Oct or Nov

Q 3 Was there produced on that trial a letter of credit, signed by Ed. M. Castle & Emeline Castle the Compt in this cause, addressed to Wheelock & Daniels

A I think a paper purporting to be such a letter of credit was produced there by Ed. Martin as atty for Joseph Silkins, one of the defts

Q 4 Was that letter used as evidence on that trial

A It was read in evidence on behalf of Joseph Silkins

Where did that letter remain during the trial of the cause after it was produced?

a I don't know.. My impression is that I never read it, I heard it read on the trial, looked at it, noticed its date, and the next that I saw of it, so far as I recollect, it was handed to me by Mr. Martin after the trial was over, with a package of drafts & notes, with a view of settling a Bill of exceptions in the case. I caused copies of the drafts & notes and of the letter to be prepared by a Clerk in my office, after the copies were prepared, I put up this letter of credit, in a package with these drafts & promissory notes, I think, I labelled the package 'Vouchers of Filkins Estate, against E. S. Castle' it may have been 'Vouchers of Filkins against E. S. Castle' I afterwards called at the residence of Mrs Filkins for the purpose of delivering it to her, not finding her at home, I left the package, with Mrs M. Davis, her atty as I was informed, to be delivered or sent to her. This package contained papers which had been handed to me by Filkins to be handed to Martin, before the trial

b Was it not the direction of the Court that all documents produced on the trial of said cause, should remain with Clerk

of said Court, until the said cause was finally disposed of

a Not that I know of

7 Do you recollect the fact whether or not Mr. J. Burgess was counsel for the Plaintiff in that cause, and applied to you to return to the files of that court, that letter of credit?

a I do. after I had sent the package to Mr. Davis, I assigned that reason to Mr. Burgess, in the presence of Judge Drummond, why a copy of said letter should be used in making up the Bill of exceptions, without sending out for the original

8 Did you, at that time, understand from said Burgess, that he designed to use that letter of credit, in the trial of this cause?

a I think not till afterwards, I am sure that Mr. Burgess had never intimated, to me that he desired to use that letter of credit, in this cause, until after it had passed out of my hands. And my best recollection is that he did not do so, until after the conversation, in the presence of Judge Drummond referred to, but of this I am not so confident

9

Did you ever furnish Wm. J. Burgess the counsel in this case, a copy of that letter of credit, and in whose hand writing was such copy

A

I furnished to Mr. Burgess the copy marked Exhibit "4" attached to Mr. Martin's deposition in this cause, it is in the hand writing of Mr. Kibbin who was a clerk in my law office

10

Did you before that time furnish him with another copy, & in whose hand writing was that?

A

I attached another copy before that time, to a Bill of exceptions, prepared in that Bullard suit, and submitted that to Mr. Burgess - other than that I have no recollection of furnishing him any other copy than the one drawn by Mr. Kibbin, I do not remember in whose hand writing that was

Q. 11

Do you recollect the fact of furnishing him a copy together with a copy of notes & drafts, which were used in connection with the Wheelock & Daniels matter, on the trial of the Bullard case

A

My recollection is, that with the Bill of exceptions spoken of, were copies of

all the notes and drafts which had been used on the trial of the Bullard case and among them E. S. Cattle's note connected with the Wheelock and Daniels transaction. Other than that I have no such recollection

Q 12 Were you in the office of Mr S. Burgess after the trial of the cause, before the Bill of exceptions were settled in it, and applied to him to return to you, certain copies of ^{papers} notes & drafts, and of this letter of credit which had been previously furnished by you to him, distinct from not attached to or forming any part of any proposed Bill of exceptions in that cause, which you then obtained from him, which were in your own hand writing, & which you then distinctly promised to return to him

a My recollection is that the Bill of exceptions was not settled, until near the 1st of January 1858, some two months, I think, after the trial, I do recollect of being in Mr Burgess office, on different occasions during that time, and I remember upon one occasion of getting from him a copy of this letter of credit, which I had before that time furnished to him but as I think, accompanying a draft of the proposed Bill of exceptions upon reflection, my recollection is, that about a month before the Bill of exceptions

was settled, I prepared, or caused to be prepared, in my office, a draft of the proposed Bill of exceptions, & caused a copy of that draft to be made, and furnished one copy to Judge Drummond & one to Mr Burgess each having copies of the Exhibits. That on account of objections made to that Draft, I prepared another Bill of exceptions, and when I came to incorporate the papers read in evidence, I was without copies and Judge Drummond was out of town, for that reason, I applied to Mr. Burgess, for the copy of this letter of credit and perhaps, other papers which he had, that at that time he expressed a desire to take a copy of it, before he let me have it, To obviate this delay, I promised, to furnish him a copy, & afterwards did furnish him a copy, which is the same one now attached to Martins deposition. Whether any of the copies were in my handwriting or not, I have no recollection, I believe they were all correct copies.

Q. 13 Did not W. F. Burgess, at that time inform you, that he intended to use that letter of credit on the trial of this cause?

A. I do not remember distinctly but my impression is that he did, at the time I got the copy, in the latter part of December.

at his office

Q. 14 Was it before or after this time, that you gave the original letter of credit to ^{Wm.} M. Davis

A It was before - If I had had the original letter in my possession, at that time, I should not have applied to Mr. Burgers for a copy

Q. 15 At the time you handed the papers containing this letter of credit, to Wm. M. Davis, what did you inform him about them

A. I do not remember distinctly, I think I said in substance, that these were papers, which had been handed me by Filkins, that I did not know whether E. S. Castle was or ever would be worth anything, but that these were claims, that ought to be taken care of for Filkins Estate, that not finding Mrs. Filkins at home, I proposed to leave them with him for her.

Q. 16 Why did you propose to leave the papers with Mrs. Filkins

A She was Filkins' widow, and was expected to be Administratrix of his Estate or had been appointed. Filkins had died after

the verdict had been rendered in the Bullard case, & before the notice for a new trial was overruled)

Q. 17 Have you seen Mrs Castle write her signature, & if so how often

A I think never

Q. 18 Have you seen what purported to be her signature

A I have

Q. 19 Have you seen writing which she acknowledged to you to be hers

A Not that I recollect of

Q. 20 Look at the Bill in Chancery in this case, & state who signed the affidavit at the end of it

A It purports to be signed by Emeline Castle, I did not see it signed.

Q. 21 Did you ever converse with Mrs Castle in reference to that Bill, since it was signed.

A I don't remember that I have ever talked with her about the Bill, but I

Have talked with her about the lawsuit in which that Bill was filed

Q. 22 Have you any doubt that the letter of credit above alluded to was signed by the Complainant in this cause

a I have always supposed that it was But I have no knowledge that it was my recollection that I ever looked at the signature

Comp Examined by Compt Sol

1 Did you ever see or no the father of the Compt in this case

a I have

2 State whether he is now living or dead

a He is dead as I understand

Direct resumed

1 How long since he died

a a few months I believe. I did not see him die. He was a frail emaciated old man, for some time before he died

2 Have you ever conversed with Mrs Castle about this letter of credit

a. Not that I recollect of. If I did it was as her solicitor & counsel in this case, but I think not

3 Did she in any conversation, you at any time had with her, say anything whether or not, the letter of credit had been given by her

a I think not

4 Do you mean to say that the letter of credit never has been alluded to by you, in her presence & hearing

a I mean to say that it never has been to my recollection. I cannot swear affirmatively that I never did speak on that subject in her presence, but I think I never did

5 Was there any question raised in the trial of the Bullard cause as to the genuineness of the hand writing to the letter of credit

a No question was raised

W. J. Burgess sworn

2. 1 State whether or not you ever saw the original letter of credit a copy of which is attached to the Dep^y

of Ed. Martin, State also whether you are acquainted with the handwriting of the parties to the same & if so in whose handwriting was the signature to the same, State your means of knowledge

a I saw that letter of credit on the trial of the Bullard case. I made a copy of it myself at the time, with which I have compared the copy attached to Martin's Deposition. They are substantially alike. The signatures of Mrs Castle & Joseph Silkins I have no doubt about. I have not much doubt about E. M. Castle's signature. I am not acqu. with any of the other signatures. I have seen several deeds purporting to be signed by Mrs Castle, some of which have been introduced as evidence in this cause. I never saw Mrs Castle write I never saw E. M. Castle write his name but I have seen notes & deeds purporting to be signed by him. I have seen deeds & notes purporting to be signed by Joseph Silkins

2 State when you first saw this letter of credit or knew of its existence?

a. I saw it first on the trial of the Bullard

Introduction of copy enclosed

1004

case & never knew of its existence
before

J. O. Norton Judge
11th Judicial Circuit

The Deft's here reads to the Court the copy of
the Letter of Credit attached to the Deposition
of Edward Martin as follows

Messrs Wheelock & Daniels
Gent

We the undersigned do
hereby become responsible for E. S. Castle of this
city, in the sum or sums to the amount of Three
Thousand dollars, for goods purchased or which
he may hereafter purchase of your house for the
period of one - one year from this date - That his
Bills shall be paid within six months after ma-
turity. And he shall entertain the hope that the
agreement made a few days ago will be complied

We hand you this letter of credit instead
of the Trust deed, which was proposed to be given
to your Mr. Daniels

Very Respectfully Yours

E. S. Castle

Emeline Castle

We take pleasure in certifying that the responsi-
bility of the above guarantee is beyond question
and good for at least ten times the amount

Exhibit 4

20

Chicago Aug 14. 1855

Filkins Rinnyow & Barker

I Joseph Filkins of the City of Chicago Ill. do hereby for value received promise, agree and guarantee to with Wheelock & Daniels of the city of New York, that the above letter of credit signed E. M. Castle & Emeline Castle, shall in all things be carried out & complied with on the part of the said E. M. Castle & Emeline Castle and prompt payment made at the time & manner therein specified

Dated New York Aug 22, 1855 J. S. Filkins
 When this was offered Complainant objected, that the same was irrelevant, that the execution of the original was not proved by competent evidence, and that the top of the original was not shown so as to allow a copy to be used

here
 17

Chicago February 20 1836.

Dear Sir,

Yours of the 18th came to hand this moment I am perfectly surprised to see how careless you are and observe how indifferent you appear after the arrest you have just been released from, before daylight after you left my house was searched for you I learn also, the last place you took your trunks from, you act as if it was boys play. But I can't say may depend upon one thing certain if you delay one moments time in getting out of the reach of these writs, all will be over with you - two men with the documents are after you now at Dubuque, send the trunk with a name upon it by express home, and go on when you talked of going as fast as you can Leonard is all right, borrow no trouble about any one but dont delay - the greatest excitement prevails about you I was said on your account four times yesterday Your matters look worse than ever there is an affair after you at Detroit trying to get these goods I am cursed by all the men you ever did business with, Snow has a writ against you for fraud dont deceive yourself in regard to you safely go ahead - your coming back to town the night you left us, most foolish thing I ever heard of, I am actually afraid to direct a letter to you under almost any circumstances to any place dont write again until you get where it is warmer weather any thing you wish that is in my power I shall do, your letter will direct to St Orleans ~~tomorrow~~ I am in hopes you will change things for the

Better all your affairs will be kept so you
 can see all how, ~~and where, it goes and~~
~~for how much~~ and when it goes and for
 how much and all the particulars your
 friends think they will have you in the stone.
 House here in less than one month no one seems
 to doubt it in the least fast and at once, do not
 tamper with your liberty, you have made such
 representations that nothing can save you, you
 better let Fred go to the devil alone he will care
 you if with you, N.O. is the place to fitch up
 at first, I often think I fear your fate more
 than you do yourself.

Friend

Chicago February 23rd 1856

B. S. Austin

Dear Sir

Yours of the 21 came to hand
 this mornning you could not have received
 two letters written to Abraham Dons directed the
 same to Dewenport, that would have explained
 fully that there is five different men & officers
 out now after you for fraud, do not write
 to Calley or any one again except they feel
 your interest at heart, he has no sympathy
 for you nor any one, only with an idea to make
 money out of you, nothing can save you if they
 get you I am having a great deal of trouble
 on account of your business - you are not aware
 of the danger you are in

You speak of compromising your debts Calley
 would not give one of those lots to save your
 life, as soon as he received your letter from

Aurora he and your Boston Jeweller who was here started in pursuit of you I had no idea you would write any one but myself in this City get out of the way and correspond in the name of - A Jones on all occasions, I suppose you did not call for letters for that person you for got what you wrote better keep a copy of all your letters you had better send the trunk with the name upon it home, or else burn it up I thought you ~~would~~ were a man of more sense than to have taken it, there is three writs of the same character out as the others were that were put into the Stone Colley & the Boston Jeweller are in town ~~in~~ this morning have called here they have been on track of you the last three days but have missed you and with that trunk which I wonder at after this talk can of yourself and communication to let me in this City, Leonard is all right borrow no trouble about anything or body but yourself I this day send one letter to E. Castle and one to Abrahm Jones.

Le Clair House

Sunday July 24th 1836

E. S. Castle

Dear friend

I left home yesterday afternoon thinking I could see you here before you left but find you left for the West previous you did not get my letters at this point directed to Abrahm Jones as you directed they would have explained how things stood at home

I wrote you two letters yesterday morning
 mailing one to A Jones the other to yourself
 to Iowa City you have no doubt received them
 by this time Your creditors are after you ^{with} hot
 blocks, the jewellers man from Boston is out with
 a writ Colby is looking after you with him
 the letter you wrote Colby from Aurora
 put him on track of you Bond is at home
 looking for you, in fact you must keep
 out of the way for at least one year and
 by that time perhaps I can turn out real
 Estate or it will die out a Natural death
 You ought to have gone when you talked of
 when ~~leaving~~ ^{you left} home you cannot tell
 any thing about the better feelings against
 you, Leonard is all right borrow not trouble
 about anything but yourself, never write to
 any one our City but the one that has been
 your friend since the days of boyhood they
 have been to Dubuque and are not after you
 fear of them now I wonder that you have escaped
 all of them especially after writing Colby how
 indiscreet to put the least confidence in a
 man that to your knowledge talks all the
 advantage of his particular acquaintances
 never writes any ^{one} ~~more~~ of them again while
 you have your senses I should come to Iowa
^{to see you} ~~city~~ if I dared to leave home so long but dare
 not, return tomorrow Now Smith take care
 of yourself dispose of the marked trunk either
 by sending it home by express or burn it
 send it home then go into the (frontier or
 South) I shall visit you within one year but
 you go where you may if the New seat of

Government is a pleasant & healthy place
I would have no objection to more than myself
this trouble of yours has made me very unpleasantly
situated where I am at all events I feel like
going where I can be first and not third
rate in the kitchen - correspond with me in the
name of Abram Jones, sign Jones to all letters
sent to me burn this letter and all of your
letters at once so that if you was taken sick
on any thing occurred to you they would be
when they should, I see in looking over
all your transactions that you lack caution,
Colby told me yesterday morning that you was
a damned fool, and did not know how
to do business and that any man having any
thing to do with you placed himself in
danger he feels more bitter than any other
man I was very much displeased at you
when I found you had written him or even
Miss Sheldon. She is no doubt a true friend
to you but you do not want to trifle with
your liberty or place yourself in any ones
hands if you write her it should be enclosed
to me and ^{forwarded} by myself and not let her know
when you are I dare not direct a letter to
you in my own handwriting - you will see
I am using great caution, they are on both
Southern & central Michigan Rail Roads after
you besides looking West the fortune telling
lady at the Sherman House tells me that there
is something good before you if you go far enough
for it, but that you pursuers passed you twice
with wits since you left home she said you
had a fault marked, and that you were not

952

suspecting any trouble, she says you will
get into a large thing and that I shall be
interested with you I had rather hear that
you had gone over the plains to California than
not. Maybe you can ^{get} into a train that drives
the teams on the plains if you can go ahead
Keep a stiff upper lip you know how I sweat
and the obstacles that met me, Keep me posted
all about what you see and can do.

From your old friend

William Pullamore,

Davenport Le Clair. House.

Received yours dated 21st
mailed 22nd rec'd it 23rd

I see your name on the books
of this house -

On the back of this deposition are the follow-
ing endorsements

Opened & filed by order of the
Court this 30th day of Oct. 1857
Wm. S. Church clk

Filed January 4th 1858

John Glos clk

Filed Nov 26/58

Wm. A. Keisted clk

The complainants then introduce

Transcript of
Dubuque Record
as follows

Whereupon the Complainant reads the said In-
struments as follows

Joseph Gillins

vs
Colonel S. Castle

} Jurors of Supt's Court 1855

Whereas Joseph Gillins
is contingently liable in the sum of Six
Thousand & Two dollars for indebtedness of
Colonel S. Castle as follows to wit in the
sum of three thousand dollars as a certain
Letter of Credit given by S. Castle & endorsed
by said Joseph Gillins to the creditors of
the said Castle (S.) to wit given & endorsed
to Messrs DeWicks & Davids in the City & State
of New York Balance of goods received for
by said Gillins to the Sheriff of Cook
County in the State of Illinois to wit Six
Hundred & ninety four dollars worth - in
the further sum of five hundred dollars
for endorsement by the said Gillins as a
certain Note of the said Castle to The Swift
Bank in Chicago Illinois - in the further sum
of five hundred & five dollars for endorsement
as a certain promissory Note given by said
Castle to Peter Lee of New York

in the further sum of Four Hundred & five dollars & sixty three cents for a certain Bill of Goods furnished the said Castle by the said Feltius in the further sum of Three & One hundred & Ninety Six dollars due to certain Parties in Chicago Illinois & which the said Feltius has agreed to see paid, in the further sum of Five Hundred dollars as bail on an appeal in legal proceedings in the Court of Cook County aforesaid & in the further sum of Five Hundred dollars for endorsements on a certain Draft drawn on J. D. Park of Dubuque by the said Castle & endorsed by Feltius Leung & Parker & for which said Feltius is contingently liable making in all the sum aforesaid to wit the sum of Six thousand & ⁶³/₁₀₀ dollars now for the purpose of securing the said Feltius against the said contingent liabilities aforesaid I do hereby confess judgment for the sum of Six thousand & ⁶³/₁₀₀ dollars the said sum not exceeding the amount of my liabilities & for which the said Feltius is contingently liable Quine under my hand at Dubuque this 27th of November A.D. 1855

Signed C. Castle

Subscribed & sworn to before me this 27th Nov
Nov 1855

Benj. Rufant Clerk

It is therefore considered & adjudged that
the Plaintiff have judgment against the defendant
for the said sum of Six Thousand ⁶³/₁₀₀ dollars
& the costs of this suit which costs of an award
at Four ⁷⁵/₁₀₀ Dollars & that execution issue therefor.

Joseph Filkins

vs

Edmond S. Cartle

} Confession of Debt

Whereas Edmond S. Cartle
is indebted to Joseph Filkins in the sum of
Eighteen Hundred & fifty Dollars as appears by
a certain promissory Note hereto attached dated
Chicago November 23^d 1855 payable to the said
Filkins or bears for value received tenit such
amount the said Cartle three hundred & fifty
dollars hardware furnished seven hundred
dollars & eight hundred dollars worth of
Goods receipted for by the said Filkins to
the Sheriff of Cook County in the State of
Illinois Now therefore in consideration of the
premises aforesaid & the indebtedness aforesaid
I Edmond S. Cartle do hereby confess judgment
for the said sum of Eighteen Hundred & fifty
dollars & do hereby declare that the amount
for which said judgment is confessed tenit
Eighteen Hundred & fifty dollars is justly due
the said Joseph Filkins
Signed under my hand at Rutledge Iowa

1824. This 27th day of November All Eighteen Hundred
 & fifty five Ed Castle
 Subscribed and sworn to before me the 27th
 day of November All 1855
 Benj Rufus Clerk

It is therefore considered & adjudged that
 the Plaintiff have judgment against the
 Debt for the sum of Eighteen Hundred &
 fifty dollars & costs of suit taxed at
 Seven ⁷⁵/₁₀₀ Dollars & that he have execution
 therefor

(Execution)

Joseph Filkins (Date of Judgt) Nov 27/55
 Edmond S Castle (Date of Execution) Nov 27th 1855
 } delivered to Sheriff
 (Amount of debt) \$ 600⁰⁰/₁₀₀
 (" " Costs) " ⁷⁵/₁₀₀
 Returnable July 7th 1856
 July 6th 1856 " Ob. N. Ex not ret'd

Joseph Filkins (Date of Judgt) Nov 27/55
 Edmond S Castle (" " Ex " ")
 } delivered to Sheriff " "
 (Amt of Debt) \$ 1550⁰⁰
 " " Cost \$ " ⁷⁵/₁₀₀
 July 6th 1856 " Ob. N. Ex not returned

State of Iowa }
Dubuque County } } Benjamin Rupert
Clerk of the District Court in & for the County
& State of Iowa do hereby certify that the
going is a true correct & examined copy
& transcript of the confessions of Judge
& of Execution as shown on the record & Ex-
-ecution docket of said Court as fully as
the same remains in my office in the
going entitled case in which Joseph
Tilkins is Plaintiff, & Edmund S. Castle is
Defendant

In witness whereof I have hereunto subscribed
my name & affixed the seal of said Court
at office in the city of Dubuque this 7th
day of May AD 1857

Benjamin Rupert Clerk

This was objected to by deft at the reading
th

The Deft here ask leave of the Court to amend their an-
-swers, by stating in it the making of said letter
of credit, by said Complainant to which complain-
-ant objects, Court sustains objection & defendant
except.

At the making of the several objections
above on the hearing, it was agreed with the
approbation of the Court, that the decision thereof

need not be formally made, but that the Court should on final consideration allow to each, such affect as it was entitled to, and consider only such evidence as he should consider competent saving to each party, the benefit of the respective objections

J. Jess O. Norton, Judge of the said Circuit Court of Grundy County do hereby certify that the above is the evidence introduced & read at the hearing of the cause, the objections of the parties, taken to the same & the rulings of the Court upon such objections, & the several motions made by the parties therein set forth, all the Depositions on file were read

Given under my hand and seal in open Court this 31st March 1858 during the said March Term

J. O. Norton
Judge 11th Judicial Circuit Ill

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State of Illinois }
Grundy County }

I William A. Kiersted
Clerk of the Circuit Court in and for said
County & State. Do hereby certify that the
above & foregoing transcript is a full true
& complete copy of the record proceedings &
decees in the cause therein entitled, and
of the Judges Certificate of Evidence & of
the papers and documents therein alluded to
as the same now appears of record in my
office - and of the whole thereof

Witness William A. Kiersted
Clerk of said Court and the Seal
thereof at Morris this 12th day
of May A.D. 1858

William A. Kiersted
Clerk

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And also the

Trust Deed

From

Filkins & Castle

to

J C Miller

as follows to wit:

To this Complainant objects as irrelevant.

This Indenture made this ninth day of May
in the year of our Lord One thousand eight
hundred and fifty six (A.D. 1856) Between
Joseph Filkins of the City of Chicago, County
of Cook and State of Illinois Trustee of
Emeline Castle wife of Edward H. Castle,
acting herein at the request and under and
by the appointment and direction and with
the consent and approbation of the said Emeline
testified by the said Emeline Castle making
herself a party to this Indenture and seal-
ing and delivering these presents, and the
said Emeline Castle and Edward H.
Castle her husband concurring) with the
said Joseph Filkins in this Indenture as
parties of the first part all of the City
of Chicago, County of Cook and State of
Illinois and John G. Miller of the City
County and State aforesaid party of the
second part

Witnesseth that the said Edward H. Castle
justly indebted unto Edward L. Fox and
Elijah Smith of the City County and State
aforesaid in the sum of Three Thousand and
Two Hundred Dollars with interest at ten
per cent per annum being for money loaned
secured to be paid by their certain promissory
notes bearing even date herewith and severally pay-
able in one, two and three years from date

Now Therefore these presents Witnesseth
 that the said parties of the first part in
 order to secure the prompt and punctual pay-
 -ment of the said promissory notes heretofore
 specified according to their time, tenor and effect
 and in Consideration of One Hundred Dollars
 and for other good and valuable Consideration
 to the said parties of the first part paid
 the receipt whereof is hereby confessed, have
 and do hereby grant, bargain sell alien
 remise, Convey and Confirm unto the said
 parties of the second part and to his heirs
 executors administrators and assigns forever
 all the following described premises, situated
 lying and being in the County Cook & State
 of Illinois, to wit:

The west half ($\frac{1}{2}$) of the North
 west quarter ($\frac{1}{4}$) of the South East quarter ($\frac{1}{4}$) of
 Section number Three (3) in Township number
 Thirty Nine (39) North of Range Number thirteen
 (13) East of the Third Principal Meridian

Together with all and singular
 the tenements, Hereditaments, and appurtenances
 thereto belonging or in anywise appertaining
 and the reversion and reversions, remainder
 and remainders, rents issues and profits thereof
 and also the estate, right, title, interest, dower
 property possession, claim and demand what-
 soever as well in law as in equity of the

said parties of the first part of in and to
the same and any and every part thereof
with the appurtenances.

To have and to hold the above described premises
and appurtenances unto the said party of the
second part and his heirs and assigns forever

Am Trust nevertheless for the following
purpose to wit. Am Trust in case default shall
be made by the said Edward H. Castle, his
executors Administrators or assigns to pay the
said promissory notes above mentioned according
to their tenor and effect thereof If default
be made in the payment of the said promissory
notes or either of them or any part thereof
either principal or interest on the day or
days whereon the same respectively become
due and payable the whole of said principal
and interest secured by said promissory note
hereinbefore mentioned shall thereupon become
immediately due and payable or if default
shall be made in the whole or in part in
the performance of any of the covenants or
agreements herein contained then on
application of the said Edward L. Dues
and Elijah Smith or the survivor of them
or the legal holder or holders of the said
promissory notes and having given first
ten days notice by publishing the same in
a nearest newspaper printed in the City

of Chicago aforesaid, or by posting up written
 or printed notices in these Public places in
 the County where said premises are situated
 then it shall or may be lawful for the said
 party of the second part, his personal represen-
 -tatives or his Attorney duly authorized by
 Virtue hereof to enter into and upon all
 and singular the premises herein granted
 or intended to be and to sell and dispose
 of the same or any part share or portion
 thereof and all right, benefit and equity of
 redemption of the said parties of the first
 part their heirs or assigns therein at public
 sale at such hour and place as said party
 of the second part his legal representatives or
 Attorney may appoint or may adjourn said
 sale from time to time as said party of the
 second part his legal representatives or
 Attorney may think proper and as the Attorney
 of said parties of the first part for such pur-
 -pose duly constituted, irrevocable or in the
 name of the said party of the second part
 his heirs, Executors or administrators or in
 such a manner as the said party of the
 second part his legal representatives or
 Attorney may think proper to make and
 deliver to the purchaser or purchasers thereof
 a good and sufficient Deed or Deeds of convey-
 -ance in the law for the same, in fee simple

and out of money arising from such
sale, after first paying all costs and charges
fines or other expenses growing out of the
management and sale of said premises and
all taxes and assessments and fines there-
-on to pay the said Edward S. Ince and
Elijah Smiths their representatives or assigns
or to the legal holder or holders thereof the
amount which may be then due on the
said promissory notes above mentioned for prin-
cipal and interest rendering the surplus of
the proceeds of such sale (if any there should
be) unto the parties of the first part or their
assigns at the office of the said party of the
second part in Chicago which sale so made
as aforesaid shall from be a perpetual bar
both in law and equity against the said
parties of the first part their heirs and assigns
and all other persons claiming or to claim
the premises or any part thereof by from or
under them and it shall not be the duty
of the purchaser to see to the application of
the purchase money and upon this further
Trust that after the said promissory notes
and all costs, fines and charges accruing by
virtue hereof shall be fully paid and satis-
fied then to recover back to the said parties
of the first part, their heirs executors adminis-
-trators or assigns all the right of the said party

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acquired by virtue hereof to the above descri-
bed premises or such part thereof as shall re-
main unsold after the satisfaction and discharge
of the Trust first mentioned aforesaid said
recourse to be made at the cost of the
said parties of the first part. And the said
parties of the first part for themselves and their
executors heirs 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 enrolling and deliv-
ery of these presents they are well seized of
the premises above conveyed as of a good, sure,
perfect 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 the
manner and form as aforesaid and that the
same are free and clear from all incumbrances
of what kind or nature soever and against all
and every person or persons lawfully claiming
or to claim the whole or any part thereof the
parties of the first part will warrant and
defend and that they will during the contin-
uance of these presents pay all taxes, assessments
or impositions levied assessed or imposed on
the above described premises or any part there-
of and also to pay all rents and liens what-
soever and to pay the same before any

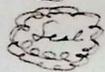
advertisement or charges accrue against the
said premises

In witness whereof the said parties of the
first part have hereunto set their hands and
seals the day and year first above written

Joseph Filkins as Trustee 

for E Castle

E H Castle 

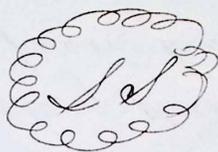
Emeline Castle 

State of Illinois }
Cook County } So.
West Chicago }

I William H Davis a Notary
Public for West Chicago in said County do
hereby Certify that Joseph Filkins and
Edwards H. Castle and Emeline his wife
who are personally known to me as the same
persons whose names are subscribed to the
foregoing deeds appeared before me this day
in person and acknowledged that they
signed sealed and delivered the said instru-
ment in writing as their free and voluntary
act for the uses and purposes therein set forth

And the said Emeline H. Castle having
been by me examined separate and apart and
out of hearing of her husband and the con-
tents and meaning of the said instrument in
writing having been by me made known and
fully explained to her, acknowledged that

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she had freely and voluntarily executed
the same and relinquished her dower to
the lands and tenements therein mentioned
without compulsion of her said husband and
that she does not wish to retract the same
Given under my hand and
Notarial seal this Tenth day of May in
the year of our Lord one thousand eight
hundred and fifty six



W. H. Davis.
Notary Pub

State of Illinois }
County of Cook } ss.



I William L. Church, Clerk
Court, and ex officio Recorder in and
for said County, in the State aforesaid,
do hereby certify, that the annexed
is a true and correct copy of a certain instrument
filed in my office, on the nineteenth day of
May A.D. 1856, and Recorded in Book No 114 of
Deeds on Page 333 the parties to the same being
Joseph Perkins, E. H. Castle et al of the first part,
and John C. Miller of the second part.

In Testimony Whereof, I have hereunto set my
hands and affixed the seal of our said Court,
at Chicago, this 29th day of March A.D. 1858.

J. L. Church
Clerk of the Circuit Court &
Ex Officio Recorder of Cook County

And here the Defendants rest

State of Illinois, ss.

Supreme Court, Third Grand Division, at Ottawa :

The People of the State of Illinois,

To the Clerk of the Circuit Court of Grundy County, GREETING :

WHEREAS, in a certain plea between *Emeline Castle & c*
Complainant ~~vs~~ and *Richard K. Swift et al*
defendant, lately depending in the Circuit Court

of said county, wherein ~~judgment~~ ^{a decree} was rendered for the said *Emeline Castle*
and against the said *Richard K. Swift et al*
and the said *Richard K. Swift et al* have brought the judgment said
decree of said Court, rendered against them as aforesaid, to the Supreme Court, held at

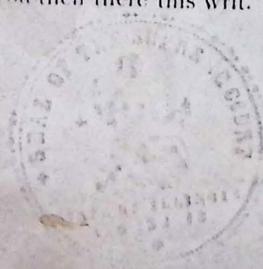
Ottawa, ~~via~~ by a writ of error and in pursuance of the said
writ ~~error~~ a transcript of the record and the proceedings in the plea afore-
said was transmitted And, also, whereas it hath been suggested, on the part of said
Emeline Castle that the said record has been diminished, inasmuch as

A transcript of the record of the filing of
the Certificate of proofs & proceedings
by the Judge of said Circuit Court
has not been sent up - and was
much as it is suggested that - a correct
transcript of that part of said certifi-
cate of said judge - which shows
the presentation & contents of an affidavit
of *T. L. Driley* (& the exhibits therein mentioned)
to which was attached copies of affida-
vits of *E. S. Castle* & which affidavit
of *T. L. Driley* was read on a motion
to suppress the deposition of *E. S. Castle*

hath not been sent up; and forasmuch as the said Supreme Court are not satisfied that
there is a sufficient record sent in the plea aforesaid, but in the record there is a diminu-
tion: YOU ARE, THEREFORE, HEREBY COMMANDED, that, without delay,
~~you~~ ⁱⁿ your cause to be transmitted to the Supreme Court, ~~to be~~ ^{now in}
being held at Ottawa, ~~via~~ a full & correct transcript of such parts of said record
~~xxx~~ without any diminution or addition whatsoever, to the end that speedy justice may
be done in the premises, according to law; whereof you are in no wise to fail; and send
you then there this writ.

WITNESS, the Hon. *John S. Catton*
~~Samuel H. Tamm~~ Chief Justice of
said Court, and the seal thereof, at Ottawa, this 23^d
day of *April* in the year of our Lord one thou-
sand eight hundred and fifty-*nine*

L. Deland
Clerk of the Supreme Court.
Rich. Deput



State of Illinois, Grundy County
ss - I, William A. Keister
Clerk of the Circuit Court of
the County of Grundy, do hereby
~~by~~ - in obedience to ^{the process} ~~a~~ certiorari
issued out of the Supreme Court
of the State of Illinois (in the
Case of R. K. Swift et al vs
Emeline Castle & Co ~~vs~~ Error to
Grundy) to me addressed - do hereby
certify that I have again
carefully inspected the transcript
of the record now in file in
said Supreme Court, & which
was certified by me under
date of the 12th day of May, 1858
and find that the same is
deficient & erroneous as follows.

3
That is to say - On page 228
there should be inserted the
following words

"And afterwards on the 11th
" day of May 1858 - there was filed
" a certificate of the Judge of
" said Court touching the proceed-
" ings & evidence in said cause
" which is herein after set out
" ^{as follows} ~~on pages 229~~ ^{viz} ~~229~~ - 1 & 26 ^{inclusion}
" of ~~the~~

And I further certify that
the matter contained on pages
254 to pages 265 ^{inclusive} ought to be
modified as follows -
Strike out at the bottom of
page 254 the words "to which
is attached" also all of pages
255 - 256 - 257 - 258 - 259
260 - 261 - 262 - 263 - 264
& 265 & insert in lieu of
such matter so struck out
the following -

"Also the affidavit of J. L. Dietley to
" which is attached copies of affidavits of
" E. S. Castle as follows

such is attached copies of affidavits of
E. S. Castle as follows

State of Illinois - Grundy County
and Circuit Court thereof
March term A. D. 1858

Emeline Castle who sues by her
next friend Amos Bennett
vs.
R. K. Swift et al } Chancery

Y. L. Dickey being duly
sworn says on oath - that Affiant
was & is Solicitor for Complainant -
That after the notice, attached
to the depositions of E. S. Castle
on file in this cause, had
been served on affiant, and
but a day or two before the
17th day of October 1857 -
G. J. Burgess one of the
Solicitors for defendants suggested
to affiant that we should agree upon
some indifferent man as a commis-
sioner, and have him go to Iowa
and take the deposition of E. S. Castle
in this cause and in another cause
then pending in the U. S. Circuit Court
in Chicago - Affiant replied to
said Burgess in substance that he
would be glad to do so - that he was

5-
anxious that the witness should
be fairly examined that Affiant
desired that the examination should
be so conducted that witness should
answer each of the direct interroga-
tories from his memory, before seeing
a copy of an affidavit which Affiant
had attached to his cross interroga-
tories and would like to agree
upon some fair man who would
so conduct the examination -
To this Mr Burgess made no
objections - nor so far as Affiant
remembers did he give any
formal assent but left Affiant
under the impression that he
intended to agree upon some
man for that purpose if practi-
cable, and Affiant expected
said Burgess to confer further
on that subject before seeing
out any Commission and that
Affiant knew nothing to the
contrary until some days after
the Commission was issued
which is attached to said
deposition in this case.
Affiant further states that very
shortly before the 17th day of October

deposition in this case.
affiant further states that very
shortly before the 17th day of October

1857 said ^{Mr} W. T. Burgess had in
his possession two papers of
which the two hereto attached
marked A & B are copies —

Affiant has been informed
by Isaac O. Adams - the said
Commissioner, since the return
of said Commissioner from Mr
W. T. Burgess - that at the
same time he received from Mr
Burgess a sealed package
addressed to said E. S. Castle -
of the contents of which he
was ignorant - that before
taking said deposition he
delivered said package to said
witness - that during most of
the time after said Commissioner
handed said package to said
E. S. Castle and before the taking
of said deposition said E. S. Castle
was reading from a document or
paper which from the size and
circumstances he supposed to be the
same he had delivered to him and
that during the examination of said
witness on the direct ~~and~~ interrogatories
he kept said document - and in
giving most of his answers read

9
from or referred thereto, and
persisted in doing so. after said
Commissioner had suggested
to him that it would be more
satisfactory if he would answer
wholly from memory without
referring to his paper - that
affiant believes the said Statements
of said Adams are True -
Affiant further says that from
the above facts and from a
Comparison of said answers
with the papers hereto attached
he believes that said Burgess
furnished said witness with
said affidavits or copies thereof
and that the effect thereof
was to lead him in most
of his answers

J. Lyle Dickey

Sworn to and Subscribed
before me this 29th day
of March A.D. 1858

Perry A. Armstrong
Clerk of the Co Court
of Gundy Co Ill

To this affidavit is attached a copy of an affidavit of E. S. Castle ~~which is~~ marked B & is ~~a~~ verbatim the same with that attached to E. S. Castles deposition found on pages 965 to 991 inclusive in the transcript of the record now on file in the Supreme Court at Ottawa

To this copy marked "B" is attached a copy of an affidavit of E. S. Castle in the words & figures following -

A

Cook Circuit Court In Chancery

Emeline Castle, by }
her next friend &c } Application for
vs } an Injunction
O V Colby et al }

State of Illinois }
Cook County } vs

Edmund S Castle
being duly sworn doth depose and
say, that he is a Cousin to Edward
H. Castle, and is well acquainted
both with the said Edward H. ~~Castle~~
and his wife Emeline Castle,
the said Complainant. That he
has known the said Edward H.
ever since he was a boy - and
the said Complainant for the
last ten years

This deponent fur-
ther says that the said Emeline,
the Complainant is the second
wife of the said Edward H.
Castle, that his first wife
died at Chicago in the State
of Illinois in the year 1846,
as deponent believes. -

10 This deponent further says
that the said Emeline the

11. Complainant, had for a number of years prior to the death of said Castle's first wife, lived in the said Castle's family, that she had so lived from the time she was quite a young girl, as one of the family. That during all said time the said Emeline had no means except what she derived from her labor to the knowledge and belief of deponent. -

This deponent further says, that he knows the time well when, and the circumstances under which the Lots one & two of the North west quarter, and the West half of the North East quarter of Section Eighteen in Township thirty two, North of Range Eleven east of the 3^d principal Meridian in the County of Cook and State of Illinois were purchased.

The said lands were entered with the money of the said Edward H. Castle, in the name of Emeline Bennett, the said Edward

H Castle had been in the mercantile business a short time previous to entering said lands, and failing to meet his obligations and debts had made an assignment as deponent remembers, to Mess^{rs} Ogden & Arnold for the benefit of his Creditors - That at the same time of the entering of said land Edward H. also furnished money with which three other eight acre lots, lying adjoining on the South, were entered in the name of Thomas Whitlock, a Cousin by Marriage with the said Edward H. Castle the same Whitlock, who was afterwards trustee for the said Emeline Castle - Deponent further says that directly after the entry of said lands he by an agreement with the said Edward H. Castle, went upon said lands (entered in the name of Emeline Bennett) and built a house and barn thereon, and fenced and ploughed a part of the same, and made other improvements thereon, and continued to reside thereon for

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about two years - and during that
time he purchased and put upon
said farm three Yoke of Oxen,
some six Cows, one or two horses,
a waggon, ploughs, harrows, and
other farming tools, for all of
which the said Edward H. Castle
furnished this deponent the
money with which to buy,
and make said improve-
ments - the said Edward H.
also had a span of horses which
were put upon said farms -

This deponent further says
that at the end of about two
years from the time he went
upon said farm, he had a
settlement with the said Edward
H. and the said Edward H.
agreed to give him a piece
of said lands lying on the east
side of the Chicago and McHenry
Co. road - of about sixty acres -
and deponent afterwards received
a deed of the same from the
said Emeline Bennett, (now Emeline
Castle) in pursuance of said agree-
ment, and moved on the same,

and the said Edward H. moved into the house which this deponent had built upon said farm, and lived upon said farm, about one year before his marriage with the said Emeline

This deponent further says that sometime previous to the marriage of the said Edward H. with the said Emeline, the said Edward H. procured a will to be drawn, and executed by the said Emeline Bennett, which was witnessed by this deponent and the father of the said Edward H. Castle, by which the said Emeline devised and bequeathed the said real Estate, to the children of the said Edward H. Castle which he had by his first wife.

This deponent further says, that the letters hereto attached are true copies of genuine letters received by this deponent from the said Edward H. Castle last winter when deponent was in Iowa attempting to evade his Creditors by the advice and request and direction of the said

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Edward H. - That the originals of which these are copies now in possession of deponent were all of the received from the said Edward H. Castle

The deponent further says that the copy of a statement or affidavit of this affiant, taken and sworn to before John W. Magill Esqre. and which is hereto attached is true in substance and in fact

E. S. Castle

Sworn to & Subscribed
before me this 27th day
of November A.D. 1856

Valentine C Turner
Notary Public

On which document consisting of said affidavit of T. L. Dickey & said copies A & B hereto attached is endorsed -

Filed Mar 29/58

W. A. Keasted Clk