No. 14829

Supreme Court of Illinois

Hart

vs.

Weightman

71641 7

14829

STATE OF ILLINOIS

SUPREME COURT,

THIRD GRAND DIVISION.

No. 47

J. W. Middleton & Co., Stationers, 196 Lake St.

253

L. A. Wightman
et al
vs
Lelia A. Hart

Filed A/L 21, 1864
U. S. Comm'r

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

Pleas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State on the first Monday, being the Second day of July in the year of our Lord One Thousand Eight Hundred and Sixty Three and of the Independence of the United States of America the Eighty Eighth

Present, The Honorable John M Wilson Chief Justice of the Superior Court of Chicago.

David Biggins
Grant Goodrich } Judges.

Joseph Knox Prosecuting Attorney.

David L Hammond Sheriff of Cook County.

Attest, Thomas B Carter, Clerk.

Be it remembered that heretofore to wit. on the Twenty Second day of October in the year of our Lord one Thousand Eight Hundred and Sixty Two. John A Hart by Bates Bowlee his Solicitor filed in the Clerks Office, of the Superior Court of Chicago. his Bill of Complaint. Bond for Costs. and Injunction Bond. which are in Words and figures following to Wit.

State of Illinois
Cook County, ss.

To the Superior Court of
Chicago in Cook County, of June Term

In Equity

Complaining, Sheweth unto the Court.
your Orator John A Hart, of Cleveland, in
the State of Ohio, That therefore, to wit
on the twentieth day of October 1862. in this Hon-
orable Court, he recorded a judgment in a
certain attachment, heretofore instituted by him,
as plaintiff, against 2 A Weightman, but whose
true name is C W Clapp, and Edward
Bouton, for the sum of fifteen hundred, twenty
three Dollars damages for the non performance
of certain promises and undertakings by said
2 A Weightman, but whose real & true name
is C W Clapp & Edward Bouton, as by referen-
ce to the Records of this Honorable Court,
in the said suit, and Judgment will more
fully and at large appear, and your Orator
further shews unto the Court, that said
Judgment, still remains in full force, wholly
unsatisfied and unpaid, as by reference to
the Record of this Court will more fully ap-
pear, but that no Execution has been issu

ved out of this Court, upon said Judgment, for the reason that no property was seized or taken in the said writ of Attachment against said D A Weightman, or against the said Edward Benton, by the Sheriff of Cook County, to whom said writ of Attachment was directed, to execute and return according to law. That by the provisions of Section 22, of the attachment Law of the State of Illinois by virtue of which Law, the said suit was commenced and prosecuted to a Judgment against said D A Weightman, no execution can issue &c.

And your Orator further shews unto the Court, that for some two years previous to the commencement of said attachment suit, hereinbefore set forth & mentioned, the said defendant D A Weightman, whose real name is C H Clapp, had been doing business in Chicago, in the State of Illinois, as a Commission and Shipping Merchant, as the Copartner of one Edward Benton, and under the false and assumed name of D A Weightman, which he assumed upon his coming to the said City of Chicago, from the town of Rockville, in the State of Illinois, from whence he had absconded, that he acquired and obtained credit to a large amount, and had done a

large business in said City of Chicago, that on or about the 12th day of January 1862, the said C W Clapp under said false name of L A Weightman, absconded from said City of Chicago, to the injury and damage of his creditors, and for the purpose as your Orator believes of defrauding and cheating your Orator out of his just debt against said L A Weightman alias C W Clapp, and also about the same time, said L A Weightman alias said C W Clapp, absconded and left said City of Chicago, Edward Bouton who your Orator charges was wholly insolvent and Bankrupt, left Chicago, and joined the Army of the United States, where your Orator believes he now is, that neither the said L A Weightman, alias C W Clapp, nor the said Edward Bouton, at the time of their leaving Chicago or since that time, having no property in Chicago except as hereinafter set forth, and your Orator further shews unto this Court, that just prior to the time, that said L A Weightman, whose real name is C W Clapp, left the City of Chicago, to wit, on the 16th day of December 1861. he under his false and assumed name of L A Weightman, sold to one Frederick Johnson

of Chicago, (who your Orator prays may be made a party defendant in this suit) the Schooner Palmetto, and took therefor ten several promissory notes of the said Frederick Johnsen, payable at Sturges Banking House in the City of Chicago aforesaid to the order of 2 A Weightman, whose real and true name was and is C F Clapp, for the payment of the sum of Two hundred Dollars each, and that to secure the payment of the said several promissory notes, the said Frederick Johnsen at the time of the delivery of the several promissory as afore said, made, executed, and delivered to him said C F Clapp, under his false and assumed name of 2 A Weightman, a Chattel Mortgage on the said Schooner Palmetto, which said Mortgage is duly recorded on page 593. of the Custom House records of Chicago, as by reference thereto will more fully appear.

And your Orator further shews unto this Court, that said C F Clapp under his false and assumed name of 2 A Weightman soon after he had absconded from the City of Chicago, as hereinbefore set forth, returned to Chicago, secretly and in disguise, and as your Orator believes and

charge, fraudulently and deceitfully and without consideration therefor assigned and transferred the said ten promissory notes to his Brother, one Albert Blapp who at the time of said transfer and assignment was and is at this time a Citizen and resident of the town of Salem in the State of Massachusetts, and whom your Orator prays may be made a party defendant in this suit, that said assignment of said Chattel Mortgage was by request of said C H Blapp, under his false and assumed name of D A Weightman, duly recorded in the Custom House records at Chicago at page 618 of Chattel Mortgages. And your Orator further charges, that the said ten several promissory notes, executed and delivered by the said Frederick Johnson for the purchase of the said Schooner Palmetto, and the Chattel Mortgage hereinbefore mentioned are still due and unpaid.

And your Orator further shews unto this Court, that after the making and delivery said promissory notes and said Chattel Mortgage as aforesaid the said C H Blapp by his false and assumed name of D A Weightman and for the purpose of hinde-

ring, delaying and defrauding his creditors
your Orator, assigned and transferred
said promissory notes and Chattel Mort-
gage to one Albert Clapp, a brother of
said D A Weightman, otherwise C W Clapp,
that such assignment and transfer to
said Albert Clapp of said notes & Chat-
tel Mortgage, was without any valid con-
sideration paid by said Albert Clapp
to said C W Clapp or to said D A Weight-
man under his false & assumed name
of D A Weightman & your Orator charges
that said Albert Clapp holds said notes &
Chattel Mortgage in trust for said C W
Clapp, who falsely assumes the name of
D A Weightman & who is in truth & fact
as your Orator believes the owner of said
notes & Chattel Mortgage, at the time of
filing this Bill.

and your Orator further shows unto this
Court on information & belief that the said
Albert Clapp well knew & had full infor-
mation, that at the C W Clapp, his Bro-
ther absconded from the State of Massachu-
setts as hereinbefore set forth, that said C
W Clapp was then owing large amounts of mo-
ney to various persons, which he said C W
Clapp was unable to pay & that his said

brother C W Clapp absconded for the purpo-
-se of defrauding his then creditors & to prevent
said creditors from collecting their said debts a-
-gainst the said C W Clapp, and your Ora-
-tor further charges, that said Albert Clapp
had full knowledge and information from
his brother C W Clapp, that his said bro-
-ther C W Clapp, at the time he absconded
& left Rockville in the State of Massachu-
-setts as aforesaid, that he came to Chica-
-go in the State of Illinois, that upon his
arival in the City of Chicago, he said C
W Clapp assumed & took to himself the fal-
-se & fictitious name of 2 A Weightman,
that the said Albert Clapp, then knew, that
his brother C W Clapp assumed to himself
the said false and fictitious name of 2 A
Weightman for the purpose as your charges
and believes of deceiving & defrauding all per-
-sons, who might have or should have any
business matters with him, or who might
or should give him said C W Clapp under
his false & assumed name, credit, & your
Orator, creditor of him said C W Clapp a-
-lias 2 A Weightman, in particular,
and your Orator further charges & believes,
that said Albert Clapp had been informed
& had full notice that his brother C W

Blapp alias 2 A Weightman, had absconded
from the City of Chicago, about the said
16th day of December 86 & that the sale of
the said vessel the Schooner Palmetto be-
fore mentioned & the taking of said no-
tes and said Chattel Mortgage & the sale
of the said vessel hereinafter mentioned was
made & the securities taken therefor, was ma-
de in contemplation of said A W Blapp alias
2 A Weightman of his absconding from the
City of Chicago & with intent of defrauding
his creditors & your Orator in particular,
and your Orator further charges that the
said Albert Blapp, at the time of the said
pretended sale of the said notes & Chattel
Mortgages, hereinbefore set forth & hereinaf-
ter mentioned was assigned to him, that
his brother A W Blapp, under his said fal-
se and assumed name, had absconded
from the City of Chicago, that he was
then owing in the City of Chicago, large
sums of money & to your Orator in parti-
cular, that such indebtedness was con-
tracted by his brother under his false &
fictitious name of 2 A Weightman, that he
absconded from Chicago for the expres pur-
pose, of defrauding his creditors & your Ora-
tor in particular & to prevent your Orator

from the collection of his said debt & what-
ever judgment your Orator may or should
obtain against him C H Clapp in his true
or assumed name, and your Orator further
shews unto this Court, that the said C H
Clapp, under his false & assumed name of
L A Weightman, just before he absconded
from Chicago in January 1862. also sold
to one Frederick P Kachler & Charles A
Kachler, whom your Orator prays may be
made a party defendant in this Bill.
The Schooner Argo the title to which ves-
sel was in him the said C H Clapp in his
assumed name of L A Weightman that in
part payment of the Schooner Argo, the
said Frederick P Kachler & Charles A Kac-
hler, made & executed their four promisso-
ry notes, dated on or about the 18th day of
January 1862. for the sum of Five Hun-
dred Dollars each, one of which notes was
made payable the first of June 1862. one
about the first of September 1862. & the other
two of said notes your Orator is unable
to state where they or either of them was
made payable; but prays that said defen-
dants may state the same fully, that to
secure the payment of two of said notes
the said Frederick P Kachler & Charles

10

K Kapfler executed a Chattel Mort-
gage to said C H Clapp in his false &
assumed name of L A Weightman, which
Mortgage was dated the 18th day of Janu-
ary 1862. & the same was recorded in the
Customs records of Chicago at page 608-
of Chattel Mortgages, that afterwards
said C H Clapp under his false & assu-
med name on or about the 24th day of
January 1862- secretly & in disguise return-
ed to Chicago & for the purpose of de-
frauding his creditors, your orator & to
hinder & delay his creditors, your Orator,
in the collection of his said debt against
the said C H Clapp, or in his false & assu-
med name of L A Weightman, fraud-
ulently & without any consideration
therefor, as your Orator charges & believes
assigned & transferred to his said brother
Albert Clapp, said four last mentioned
notes & the said Chattel Mortgage given
to secure the payment of two of said
notes, that such assignment is recor-
ded in the Customs House Records of
Chicago in Book of Mortgages page 900-
as by reference thereto will more fully
appear, and your Orator further charges &
shew unto this Court, that said last

11

mentioned notes and Mortgages are still due & unpaid, that the assignment & transfer of said note & mortgage by the said L A Weightman, whose true name is A C W Clapp, to his brother Albert Clapp was without any consideration being paid therefor by the said Albert Clapp & that such assignment was fraudulent & void, that said Albert Clapp now holds all said before mentioned notes & Chattel Mortgages in fact, in trust for his brother C W Clapp for the purpose of defrauding your Orator, a creditor of said L A Weightman, whose true name is C W Clapp, and your Orator further charges on information & belief, that there is a secret agreement or understanding between the said Albert Clapp & his brother C W Clapp alias L A Weightman, that said notes & Chattel Mortgages hereinbefore set forth, should be reassigned & retransferred to said C W Clapp or L A Weightman as soon as the attachment suits before mentioned are disposed of, that the said Frederick P Kachler & Charles H Kachler & Frederick Lahnsen can safely pay the said several sums of mo-

money due on said notes & Chattel Mort-
gages thereby to cheat and defraud your
Orator out of the application of the pro-
ceeds of said notes & Chattel Mortga-
ges, to the payment of his said judg-
ment so remaining on record in this
Court unpaid & unsatisfied.
And your Orator further shews unto this
Court, that at the time the said writ of
attachment in the before mentioned suit
against the said L A Weightman & Edward
Bouton, Garnishee process was issued there-
in against said Frederick Kachler
& Frederick Johnsen, who were duly sum-
moned as Garnishees in said suit be-
fore mentioned, that pursuant to the
Statute, regulating attachments, the said
Garnishees, have answered interrogatori-
es filed therein & do admit the mak-
ing & delivering said promissory notes
as herein before charged & also of the said
Chattel Mortgages, that the same are
still due & unpaid & that they are rea-
dy to pay the same, when they can do so
safely, that they were summoned as
such Garnishees as aforesaid, that said
notes had been assigned & transferred
to one Albert Clapp, who pretended to

13

be the owner & holder of the same, that notice was given said Koehler & Johnson before said notes became due, that said Frederick P Koehler & Frederick Johnson have also appended to their answers as Garnishees in said cases, an affidavit of said Albert Clapp, who resides in Salem, in the State of Massachusetts & who is beyond the reach of the process of this Court. as your Orator believes & charges the fact to be, falsely setting forth that said assignment of said notes & Chattel Mortgages made to him, by his own brother C W Clapp, under the alias of in the name of L A Weightman was made bona fide for a valuable consideration & that he does not hold them in trust, secret or otherwise, for the said defendant L A Weightman alias C W Clapp; as by reference to said several answers of said Garnishees on file in this Court, in the said case above mentioned will more fully appear - and your Orator further shews unto this Court, that he cannot in said attachment suit (the said Albert Clapp not being a resident of this State & not to be found in this State) obtain from him the said Albert

Clapp a true discovery of the consider-
-ation, for which said notes & Chattel
Mortgages were assigned to him & your
Orator charges that said Albert Clapp,
was not present in Chicago, at the
time of making & executing said preten-
-ded transfer & assignment of said Notes
& Chattel Mortgages hereinbefore stated,
that no consideration for such assign-
-ment & transfer of said notes ~~& Chattel~~
~~Mortgages was~~ paid by said Albert
Clapp, that the said Albert Clapp well
knew the true & real name of D A Veig-
-htman, in whose name said notes
& Chattel Mortgages were taken & deli-
-vered was E H Clapp, his brother,
that he had fraudulently & deceitfully
by done business in Chicago for two
or more years, under the false & fic-
-titious name of D A Weightman, that
said notes & Chattel Mortgages were
placed in his hands by a fraudu-
-lent assignment in trust for E H
Clapp as D A Weightman, to prevent
the same from being applied by Law to
the payment of your Orators demands
as aforesaid, and of any Judgement, your Ora-
-tor might, or should obtain against

15

said C W Clapp or L A Weightman,
and your Orator further shews that
he has reason to believe & does believe
that the said defendant C W Clapp
alias L A Weightman has property and
other equitable interests, things in ac-
tion or effects of the value of more
than five hundred Dollars, exclusive of
all prior or first claims & which your
Orator is unable to reach to satis-
fy said Judgment above mentioned
in favor of your Orator against the
said L A Weightman, for the causes
hereinbefore set forth, and this Bill is
not exhibited by collusion with the
said C W Clapp alias L A Weightman
or with any other person, or for the
purpose of protecting the property & ef-
fects of the said C W Clapp alias L
A Weightman, against the claim of
other creditors, but for the sole pur-
pose of compelling payment & satisfac-
tion of the Judgments & aforesaid
recovered by your Orator against the
said defendant L A Weightman alias
C W Clapp.

and your Orator charges and avers
that said L A Weightman alias

16

C W Blapp, Albert Blapp, Frederick P Hachler, Charles H Hachler & Frederic Johnson, are combining & confederating to-gether to wrong & defraud your Orator & to hinder & delay him from applying the said sums so due on said several notes & Chattel Mortgages aforesaid to the payment of the said Judgment in his favor against said L H Weight, alias C W Blapp.

and your Orator further shews unto this Court, that he is informed and believes & charges the fact so to be, that one Marvin Blanchard of Chicago & whom your Orator prays may be made a party defendant to this bill of complaint, is the attorney for said Albert Blapp & C W Blapp alias L H Weight, & that as such attorney now holds in his possession or under his control or custody, all the before mentioned promissory notes & Chattel Mortgages & is fully informed & advised of all the circumstances connected with the fraudulent assignment & transfer of the same to said Albert Blapp in the form & manner as the same is hereinbefore set forth & stated.

and your Orator well hoped that the said defendant 2d Weightman alias C W Clapp would have paid to your Orator the said Judgment herein before set forth & mentioned, or would have applied for that purpose, so much as might be necessary of the proceeds of said notes & Chattel Mortgages, as in Equity & good conscience he ought to have done - But now so it is, may it please your Honor, that the said defendant 2d Weightman alias C W Clapp, combining & confederating with diverse other persons, how to injure and defraud your Orator in the premises, neglects & refuses to pay the amount so due to your Orator on said Judgment, or to apply for that purpose any part of the proceeds of said promissory notes & Chattel Mortgages all which actings & doings are contrary to Equity and good conscience & tend to the manifest wrong and injury of your Orator in the premises - In tender consideration thereof and for as much as your Orator is remediless in the premises at and by the strict and direct rules of the common law and cannot have adequate

relief, save in a Court of Equity, where matters of this & a similar nature are properly cognizable & reliefable to the end therefor, that the said defendants may if they can, show why your Orator should not have the relief hereby prayed & may upon their several & respective corporal oaths & according to the best & utmost of their several & respective knowledge, remembrance, information & belief, full, true, direct & perfect answers make to all & singular the matters & things hereinbefore stated & charged & that the said defendants or some of them may be decreed to pay your Orator, the amount so due as aforesaid to him for principal, interest & cost on said Judgment, together with your Orators cost & charges in this behalf sustained, or that said promissory notes & Chattel Mortgages, or so much of the proceeds thereof, as may be necessary shall be subjected to the payment of the amount so due as aforesaid to your Orator upon said Judgment, together with his cost & charges in this behalf expended, and that the said Frederick P Kachler & Charles H Kachler & Frederick Johnsen may be respectively prohibited from paying said promissory notes & Chattel Mortgages or any part thereof, to

the said Albert Blapp or to any other per-
-son for his benefit or the benefit of said
2 d Weightman alias C W Blapp & that the said
2 d Weightman alias C W Blapp & the said
Albert Blapp & the said Marvin Blanchard,
respectively may in like manner be prohi-
-bited from collecting said promissory note
& Chattel Mortgages or any part thereof, or
from selling, assigning or otherwise dis-
-posing of the same, to any person or per-
-sons whatsoever, and that the said pretended
assignment of said promissory notes & Chat-
-tel Mortgages by the said 2 d Weightman
alias C W Blapp to the said Albert Blapp
as against your Orator may be decreed
to be fraudulent & void & of no effect &
that your Orator may have such other
or further relief in the premises as the
nature of his case shall require and as
shall be agreeable to Equity & good con-
-science.

May it please your Honor to
grant unto your Orator, the People writs
of Injunction, issuing out of & under the
seal of this Honorable Court, to be directed
to the said defendants 2 d Weightman alias
C W Blapp, Albert Blapp, Frederick J Kaehler
& Charles K Kaehler & Frederick Johnson

20

& Marvin Blanchard & to their Counsel, Solicitors, Attorneys, Solicitors, Trustees & Agents therein & thereby commanding & strictly enjoining the said defendants & the persons before mentioned in manner aforesaid. And may it please your Honor to grant unto your Orator the People's writ of Subpoena issuing out of & under the seal of this Honorable Court & directed to the said Wm A Weightman alias W H Clapp, Albert Clapp, Frederick P Kachler & Charles K Kachler & Frederick Johnson, their Agents, Attorneys, Solicitors & Counsellors therein & thereby commanding them & each of them on a certain day & under a certain penalty to be therein inserted, that they personally be & appear before the Judges of the Supreme Court of the City of Chicago then & there to answer all & singular the premises & to stand & abide by & perform such order & decree therein as to your Honor shall seem agreeable to Equity & your conscience & your Orator will ever pray &c.

Bates & Towle
Solr. for Complainant
Geo. C Bates
of Counsel

John A Hart
by Bates & Towle
his Agents & Attorneys

21

Let a writ of Injunction issue, pursuant to the prayer of the within Bill upon the Complainant filing his Injunction Bond with Peter Dam as surety in the penalty of Three thousand five hundred Dollars.

October 21st 1862.

John M Wilson, C. J.
Superior Court of Chicago.

To the Clerk
of the Superior Court
of Chicago.

Masters fee $2. paid by Complts solicitor

120
21
190
350
3990.

22

State of Illinois
Cook County ss. On this 21st day of Oc-
tober 1862. personally came before me
Geo. C. Bates, one of the Solicitors for
said complainant above mentioned, who being
duly sworn, says he has read the foregoing
Bill of Complainant & knows the contents
thereof & that the same is true of his own
knowledge, except as to those matters which
are stated on information & belief & as to
those matters he believes it to be true, and
this affiant further says, the reason why
he makes this affidavit, instead of the com-
plainant in said bill, is that said com-
plainant is not in this City of Chicago,
at this time being a resident of the State
of Ohio & that many of the charges & alle-
gations set forth in the said bill, are better
known to this affiant, than to said com-
plainant.

Geo. C. Bates.

Subscribed & sworn
to before me
this 21st Octo. 1862.

Ira Scott
Master in Chancery
of the Superior Court
of Chicago

23

State of Illinois }
County of Cook } ss.

Superior Court
of Chicago
November Term, A.D. 1862.

John A Hart

vs

D A Weightman, alias A H Clapp,
Albert Clapp, Frederick P Kaehler,
Charles K Kaehler, Frederick
Johnson & Marvin Blanchard } In Chancery

We do hereby enter ourselves security for costs in the above entitled cause, and acknowledge ourself liable to pay, or cause to be paid, all costs which may accrue therein, either to the opposite party, or any of the officers of this Court agreeably to the laws of this State.

Dated Chicago, 22d Octr 1862.

Bates & Saunders

200

24

Know all Men by these Presents. that we John A Stark. and Peter Stam of Chicago. are held. and firmly bound unto C. W Clapp alias Lo a Weightman Albert Clapp. et ux in the penal Sum of Thirty five Hundred Dollars. Law ful money of the United States for the payment of which Said Sum well and truly to be made we bind ourselves. our heirs executors and administrators jointly and severally by these presents.

Sealed with our Seales. and dated this 21 day of October A.D. 1862

The Condition of the above Obligation is such. That. Whereas. the above bounden John. A. Stark. hath on the day of the date hereof prayed an Injunction out of the Superior Court of Chicago Cook County. at the Suit of. John A Stark. against. the estate of the above named C. W Clapp. alias Lo. a Weightman Albert. Clapp Frederick Kaehlau Frederick Johnson. and Marvin Blanchard. for the Sum of Fifteen Hundred and Twenty five Dollars the Same being about to be Issued out of Said Court returnable on the first Monday of November next. to the term of this Court then to be holden. Now if the Said John A Stark. Shall prosecute his Said Suit with effect

or in case of failure therein shall well and truly pay and satisfy the said O. W. Clapp Alvin D. & Leightman Albert Clapp. Frederick Kachlear. Frederick Johnson & Mann Blanchard. all such costs in said suit and such damages as shall be awarded against the said John A Stark complainant in said Injunction suit then this obligation to be void otherwise to remain in full force and effect.

Signed Sealed and delivered
In presence of

John A. Stark (Seal)
per Bates & Lowden
his attorneys
Peter Stam (Seal)

And afterwards to Wit on the day and year last aforesaid there issued out of the Clerks office of said Court the Peoples Writ of Summons and Injunction which with the Sheriffs return thereon, are in Words and figures following to Wit,

26

State of Illinois }
County of Cook } ss.

The people of the State of Illinois to the Sheriff of said County, Greeting: We command you, that you summon 2 A Weightman alias C W Clapp, Albert Clapp, Frederick P Kaehler, Charles K Kaehler, Frederick Johnson & Marvin Blanchard, if they shall be found in your County, personally to be and appear before the Superior Court of Chicago, of said County of Cook, on the first day of the term thereof, to be holden at the Court House in the City of Chicago, in said Cook County, on the first Monday of November next, to answer unto John A Hart in his certain Bill of Complaint filed in the said Court on the Chancery side thereof.

And have you then and there this writ, with an endorsement thereon, in what manner you shall have executed the same.

Witness, Thomas B Carter, Clerk of our said Court, and the seal thereof at Chicago aforesaid this 22d day of October A. D. 1862.

(Seal)

Thos. B Carter, Clerk

13½
260

Sheriff's Return.

Served this Writ on the within named defendants Maurice P. Kaehler. Charles F. Kaehler. Maurice Johnson. Martin Blanchard by delivering to each of them a copy this 22d day of October 1862 the others 2 & Keughlman alias G. W. Clapp. and Albert Clapp. not found in my County

Anthony. G. Keeling Sheriff
By John A Nelson Deputy

28

State of Illinois
County of Cook } ss.

The People of the State of Illinois.

To. De. A Weightman alias C. W. Clapp
Albert Clapp Frederick P. Kaehler.
Charles K. Kaehler Frederick Johnson
& Marvin Blanchard. and to your attorneys,
Solicitors Agents and Servants and to each
and every of them Greeting

Whereas it hath been represented to
the Honorable John M. Wilson one of the Judges
of the Superior Court of Chicago in said
County and State aforesaid on the part
of John. A. Hart. Complainant in
his certain Bill of Complaint exhibited
before said Judge and filed in said Court
against you the said De. A Weightman
alias C. W. Clapp. Albert. Clapp. Frederick
P. Kaehler Charles K. Kaehler. Frederick
Johnson & Marvin Blanchard to be answered
touching the Matters. and things therein
complained of. in which said Bill it
is stated among other things that you
are combining and Confederating with
others to injure the Complainant touching
the Matters set forth in said bill and that

your actings and doings in the premises are contrary to equity and good conscience And the said Judge having under his hand endorsed upon said Bill an order that a Writ of Injunction issue out of said Court according to the prayer of said Bill We therefore in consideration thereof and of the particular matters in said Bill set forth do strictly Command you the said Albert Clapp & Daniel Waightman alias D. W. Clapp & Marvin Blanchard and the persons before mentioned, and each and every of you that you do absolutely desist and refrain from collecting or in any any manner interfering with said promissory notes mentioned and set forth in the Bill of Complaint in this cause to wit Ten several promissory notes for the sum of one hundred dollars each dated sometime in December 1861. or January 1862. made by Emanuel Johnson & payable to D. A Waightman or order at the Bank of Sturges in Chicago also five promissory notes for the sum of Five hundred Dollars each dated sometime in January 1862 & made by Franklin P. Kachlein & Charles K Kachlein payable

30

to the order of D A Weightman also two Chattel Mortgages one by the said Frederick Johnson to D A Weightman bearing even date with said Johnson notes upon the Schooner Palmetto one of said Chattel Mortgages given by Frederick O Kahler & Charles K Kahler to D A Weightman bearing date with said Kahler notes & said Chattel Mortgage given as collateral security to said notes above mentioned; and that the said Frederick O Kahler & Charles K Kahler & Frederick Johnson be respectively prohibited from paying said promissory notes given by them or either to said D A Weightman and more particularly described in complainants bill, and also from paying said Chattel Mortgages given by them or either of them to D A Weightman as collateral security for the payment of said described notes to the said Albert Clapp D A Weightman alias A W Clapp or to any other person for the benefit of said Albert Clapp or D A Weightman alias A W Clapp & that the said Albert Clapp D A Weightman alias A W Clapp and Marcus Daniel and be prohibited from selling or assign-

ing said promissory Notes and Chattel Mortgages above set forth or any part thereof to any person or persons whatever, until this Honorable Court in Chancery sitting shall make order to the Contrary. Hereof fail not. under the penalty of what the Law directs

To the Sheriff of said County to execute and return in due form of Law.

Witness Thomas D Carter Clerk of our said Court and the seal thereof at Chicago in said County this 22d day of October AD. 1862

Thos D Carter Clerk

Sheriffs return.

Served this Writ on the within named Frederick C. Raehler Charles C Raehler Frederick Johnson and Marvin Blanchard by delivering to each of them a copy thereof the 22d day of October 1862. the within named L. A. Freightman alias C. R. Clapp, Albert. . Clapp not found in my County.

Anthony Hoyering Sheriff

By Isaac A Nelson Deputy,

And afterwards to Wit. on the third Monday in the year aforesaid. Frederick Johnson & Frederick Raehler by Bunn & Sully their solicitors, and Albert Clapp by M Blanchard ~~his~~ solicitor & M. Blanchard filed in said Clerks Office of said Court their motion in writing and figures following towit.

32

State of Illinois
Cook County } ss

Superior Court
of Chicago
October Term 1862-

John A Hart
vs
Frederick Kachler, Frederick Johnson,
D A Weightman alias C W Clapp, Albert
Clapp & Marvin Blanchard-

And now come the said Defendants Frederick Johnson & Frederick Kachler by Parker & Tuley their Solicitors & the said Albert Clapp by M Blanchard his Solr. & M Blanchard and move the Court to dissolve the Injunction granted in the cause for the following reasons

1st

Because the Complainants did not before issuing the said writ of Injunction file a Bond with security for costs, he being a non resident-

2d

Because the Complainants did not before issuing said writ of Injunction execute a sufficient Bond with security as required by law

3d For the want of Equity in Complainants Bill

Parker & Tuley, Solrs
M Blanchard, Solr

and afterwards to wit on the Fourteenth day of November in the year aforesaid the said Albert Clapp and Wm Blanchard by Wm Blanchard their Solicitor, filed in said Clerks Office of said Court their Separate answers which are in Words and figures following to Wit,

34

State of Illinois } Superior Court
Cook County } of Chicago November
Term 1862.

The separate answer of Albert Clapp one of the defendants to the bill of Complaint of John A Hart Complainant.

This defendant now and at all times hereafter saving and reserving unto himself all benefit and advantage of Exception which can or may be had or taken to the many errors uncertainties & other imperfections in the said complainants said bill of complaint contained for answer thereto or with so much & such parts thereof as this defendant is advised is or are material or necessary for him to answer unto he answering says

This defendant admits that said complainant recovered a judgment in this Court in an attachment suit against D A Weightman & Edward Bouton as is alleged in said Bill but of the amount thereof this defendant is not advised that the same is unpaid that no execution has or can issue thereon for the reason that no property was attached and no person service obtained on either of the defendants therein. This defendant further admits

that in said attachment suit his co defen-
dants Frederick Solenson & Frederick Kaehler were
summoned as garnishees - that said gar-
nishees duly answered interrogatories propound-
ed to them by the said Complainants Plain-
tiff therein admitting the execution of said
notes & Mortgages as is alleged in said bill
and denying all indebtedness to the defen-
dants in said attachment suit & denying
having any lands tenements goods chattels
monies credits or effects of the said defen-
dants therein or either of them in their or each
of their possession custody or charge or due
or owing to the said defendants therein and
that they attached to their said answers af-
fidavits of this defendant to which answers
& the exhibits thereto attached this defen-
dant respectfully refers and makes a part
of this answer -

and this defendant answering admits that
said Weightman alias C W Clapp did busi-
ness in Chicago for about two years but the
exact nature extent & kind of business this
defendant does not know & cannot state -
that he came from Massachusetts to Chica-
go owing this defendant over Three thousand
dollars and owing some other debts in the
State of Massachusetts - that he left Chicago

for Massachusettes about the last of January 1862- that he had been a partner of Edward Bouton from the spring of 1861 until into the fall of that year- that said Bouton joined the army and left Chicago about first of April 1862, as Captain of Boutons Battery, that Weightman alias C W Clapp on the 16th day of December 1861, sold to said Frederick Johnson the Schooner Palmetto & took & received in part payment therefor ten promissory notes made by said Johnson for $200 each secured by Mortgage on said Schooner, and that on the 18th day of January 1862. said Weightman sold to Frederick Kachler the Schooner Ingo & took & received in part payment therefor four notes made by Frederick & Charles Kachler for $300 each and a Mortgage on the Schooner Ingo to secure the same- that on the 24th day of January 1862, said Weightman alias C W Clapp for a valuable consideration hereinafter mentioned sold and assigned to this defendant before due all of said notes & mortgages and delivered the same to this defendants agent for this defendant on the said 24th day of January 1862, and the assignments of said Mortgages were duly filed for record on the 25th day of January 1862- that six of said notes

made by said Schuyler & two of said notes made by said Kachler were due at the time said judgments were rendered.

and this defendant further admits that the true name of said Weightman is C W Clapp and on information & belief state that said C W Clapp sometimes went by the name of E A Weightman after he left Massachusetts but at what time or times this defendant does not know & can not state, and this defendant admits that he resides in Salem Massachusetts.

and this defendant further answering denies that said Weightman alias C W Clapp absconded from Rockville in the State of Massachusetts as is alleged in said Bill and denies that he absconded from Chicago in December 1861. or on the 12th day of January 862. or about that time as is alleged in said bill and this defendant denies that said C W Clapp returned to Chicago secretly or in disguise at any time or for any purpose and especially to assign & transfer said notes & mortgages to this defendant and further answering denies that the said Edward Bouton at the time he left Chicago as before stated was insolvent or bankrupt as is alleged in

said bill and denies that either said
C W Clapp or said Bouton at the time
they left Chicago as aforesaid had no
property in Chicago as it alleged in said
bill and this defendant further answering
denies that the sale & transfer of the said
notes & mortgages by said Weightman ale,
as C W Clapp to this defendant was wi,
thout any valuable consideration as it
alleged in said Bill and further he de,
nies that said sale & transfer was frau,
dulently or deceitfully made to hinder
delay or defraud creditors as said complai,
nants and denies that said sale or the
assignment of said Mortgages were made
or recorded at the request of the said
Weightman alias C W Clapp - and he de,
nies that four of said notes made by
said Johnson and two of said notes made
by said Koehler are due and he further
denies that he is a brother of said C
W Clapp as it alleged in said bill and
this defendant denies that she took or
holds said notes & mortgages or any of
them in trust for said Weightman ale,
as C W Clapp and denies that there is
or has been any agreement secret or
otherwise between the said C W Clapp

and this defendant to re-assign or re-transfer said notes & mortgages or either of them or the proceeds thereof to the said B W Clapp and he further denies that the said B W Clapp owned or had any interest in said notes & mortgages or either of them at any time after the said 24th day of January 1862. and particularly at the time of filing Complainants Bill, and he denies that his said affidavits attached to the answers of said Garnishees are false or untrue as it alleged; and this defendant further answering denies that he is combining or confederating with his said co-defendants or any of them to annoy or defraud said complainant or to hinder or delay him in the collection of his said debts against said Weightman if any he has.

and this defendant further answering denies that he knew said B W Clapp owed large sums of money at the time he left Rockville in the State of Massachusetts which he was unable to pay, and denies that he knew said B W Clapp absconded from Rockville for the purpose of defrauding his then creditors or to prevent creditors from collecting debts a-

40

against him and this defendant further
answering denies that he knew at the ti-
me that said C W Clapp assumed the na-
me of L A Weightman on coming to Chi-
cago or that this defendant then knew
that said C W Clapp changed his name
or that he did so to defraud any one tho-
roughly and particularly said complainant.
and this defendant further denies that he
knew said Weightman alias C W Clapp
absconded from the City of Chicago
in December 1861, and denies that he
knew that the sale of said vessels Pal-
metto & Ingo was made in contemplati-
on of said Weightman's alias C W Clapp's
absconding from the City of Chicago at
all and especially with intent to defraud
his creditors - and this defendant further
answering denies that he knew at the ti-
me he purchased said notes & mortga-
ges that the said C W Clapp or L A Weight-
man owed any thing in Chicago or had
contracted any debts in the name of
L A Weightman or otherwise here which
were unpaid, and denies that he then
knew that said C W Clapp owed the com-
plainant any thing the first knowledge
of which he received after the commen-

cement of said attachment suit, and this defendant denies that he knew said C W Clapp was going to leave Chicago and denies all knowledge of any fraud or contemplated fraud on the part of said C W Clapp under any name or for any purpose whatever - and this defendant further answering on information & belief says that no personal service was obtained in said attachment suit on the defendant & therein that on the filing of said answers of said garnishees in said suit and the said cause coming on for trial by order of this Court said garnishees were discharged & judgments rendered in their favor as by the records of this court in said suit will more fully & at large appear and this defendant submits that said judgment is not evidence of any debt and is of no force whatever and is not such a judgment as will authorize the bill of complaint in this cause and this defendant prays the same advantage thereof as though he had especially demurred to said bill of complaint for the causes last aforesaid - and this defendant further answering says that at the time said C W Clapp left the State of Massachusetts he had some means and

expected soon to establish himself in bu-
siness and pay this defendant & his other
creditors as soon as it would be possible
for him to do so and that after leaving Mas-
sachusetts said B F Blapp paid a portion
of his debts before paying this defendant.
And this defendant further answering says
on information & belief that soon after said
B F Blapp came to Chicago he purchased
a vessel & afterwards another and after that
an interest in a third - that he formed
a partnership with Edward Bouton which
was dissolved in the fall of 861 - and that
after the dissolution of said partnership
said B F Blapp & said Bouton spent some
two months or more in Chicago settling
up their business in which the said B F
Blapp was daily openly & publicly engaged
for more than two months immediately pre-
vious to his leaving Chicago which com-
plainant well knew and was all about
Chicago in his usual dress & manner du-
ring that time - that said B F Blapp
collected a large portion of his accounts
and paid all his individual debts here
except what may have been due Philip
Scandling & F Eldred and that after leav-
ing Chicago said B F Blapp actually

sent back to Chicago security to be of-
fered said Scandlin & Eldred with an assu-
rance of payment at an early day but
hearing that said Scandlin & Eldred had
combined with other persons to injure the
reputation of the said B W Clapp by villify-
ing his character in his absence and incit-
gating the bringing of suits against him
he said B W Clapp made no further ef-
forts at that time to satisfy the debts
of those men - that the partnerships ac-
counts of said firm of Weightman & Bou-
tan were partly collected during said
two months and the partnership debts
mostly paid that those unpaid were assu-
med to be paid by the said Edward Bou-
tan at the time of the dissolution of
said partnership as aforesaid and how
much of the same said Boutan has
since paid this defendant is not inform-
ed - and this defendant further and
saying says that said B W Clapp by
reason of his settlement with said Bou-
tan and said Boutan's promise to do so
relied upon said Boutan paying all of
said partnerships debts which he had
so assumed to pay - and this defen-
dant further answering says on infor-

44

mation and belief that said Weights man alias C W Clapp avowed his intention of making a visit to his friends East same time before he left Chicago and that his return to Chicago would depend upon circumstances — that he left for the purpose of going to Massachusetts where he came from and where he now is and that the said C W Clapp was not insolvent and that the said C W Clapp was not insolvent at the time he left Chicago — and this defendant further answering says that the said C W Clapp left Mass: as aforesaid solely in consequence of a family difficulty existing at the time & not because he owed debts there which he could not pay, or because his creditors were pressing him for payment and that he left with the knowledge & consent of creditors and that said C W Clapp soon after he came to Chicago informed his friends & family of his whereabouts and afterwards that he was calling his name L A Weightman of which facts his creditors were duly informed. and this defendant further answering says that previous to and at the time

the said C W Clapp left the State of Massachusetts he became indebted to this defendant in the following sums of money to wit: this defendant loaned said C W Clapp the sum of Eight hundred Dollars & took his note therefor dated June 1st 1858. & payable one year from date with interest and on the first of March 1859 - this defendant loaned said C W Clapp the further sum of Seven hundred Dollars and took his note therefor dated March 1st 1859, and payable one year from its date; and on the 10th February 1860. he made a further loan to said C W Clapp of Seven hundred and seventy nine Dollars and took his note for the payment of one thousand Dollars which included interest on the other two notes aforesaid which note of one thousand Dollars was payable Eighteen months from its date & on the two notes first taken as aforesaid interest was endorsed to Feb: 1st 1860. and on said one thousand dollars note was $84 interest endorsed said January 10th 1861. which last mentioned loan was made to enable said C W Clapp to go into business in the west and all of which said notes were due and unpaid on

the 24th day of January 1862, and further answe-
ring says that this defendant boarded the fa-
mily of said C.W. Clapp most of the time from
May 1860 till December of that year for which the-
re was due this defendant one hundred & fifty
Dollars and this defendant paid during the year
1860 to & for said family in money from time to
time one hundred Dollars - That said C.W. Clapp
was owing this defendant for house rent in 1859
Fifty Dollars; and that said C.W. Clapp owed
this defendant the further sum of Five hun-
dred Dollars for a stock of fancy goods & clo-
thing sold & delivered to him February 1st 1859-
by this defendant the payment for which said
stock of goods the said C.W. Clapp at his con-
venience having a liberal time therefor the
same being a trading Stock and not billed
in at Cash prices - and this defendant fur-
ther says that all said notes and said ac-
count of $800. were bona fide transactions
between this defendant & said C.W. Clapp and
were actually due and owing this defendant
from said C.W. Clapp at the time the settle-
ment hereinafter mentioned was made-
and this defendant further answering says
that when he learned that said C.W. Clapp
had assumed the name of Dr. Weightman
which was long after said C.W. Clapp came

to Chicago he wrote to said C W Clapp and urged the payment of the amount due this defendant and also sent said notes ac- count to his co-defendant M Blanchard authorizing him to call on said Weightman for payment of the same - that afterwards this defendant authorized his said agent to ta- ke the best security he could for the pay- ment of said notes & account or settle on the best terms possible if he could not obtain the amount due in money - and that his said agent did finally settle with said C W Clapp by taking for the amount so due this defendant the notes and mortgage made by said Kaehler & Johnson aforesaid in absolute payment of said three notes & said account of $800 due this defendant from said C W Clapp which settlement was effected on the 24th day of January 1862, at which sett- lement this defendant gave up the said notes against said C W Clapp to him and gave him a receipt in full of said account and received said ten notes made by said Johns- son & said Mortgage on the Schooner Pal- metto and four notes of Five hundred Dol- lars each & made by Frederick & Charles Kae- hler and a Mortgage on the Schooner Inga to secure $1000- of the same and this defendant

does not hold them as trustee or otherwise but as his own- and this defendant further answering says that until after such settle-
-ment was made & completed he did not know by whom said notes & mortgages were made nor to whom the same were payable nor how nor by what name the same were assigned & transferred to this defendant hav-
-ing left the settlement of said claims & that whole business to the care & discretion of his agent- and this defendant further answering says that at the time said purchase by him as aforesaid was made he had no notice or knowledge that the said Weightman or said firm of Weightman & Bristan were owing any debts contracted in Chicago or to com-
-plainant-

and further answering defendant says said Weightman after remaining in Chicago for some time became reconciled again to his family where his family again joined him and this defendant is informed & believes the truth to be that said Weightman about 1st May left Chicago with his family for the purpose of going to his native Sta-
-te and among his friends and not to hin-
-der delay or defraud creditors as complai-
-nant- and this defendant further answe-

ning says that said C H Clapp did not assume the name of L A Weightman to obtain credit thereby or to injure or defraud any one and that all the time said C H Clapp resided in Chicago and did business under ~~xxxxxx~~ the name of L A Weightman he had acquaintances in Chicago who had known him in the State of Massachusetts and that said change of name instead of ob- stiting his credit was an injury to him & his business - and this defendant further answering says that his only object or purpo- se in taking in said notes & mortgages for the debt due him from said C H Clapp & in making said settlement with him was for the purpose of getting his pay - that said C H Clapp had paid part of his debts due East and had offered to pay others & therefore this defendant pressed his own claim believing it entitled to the first attention of the said C H Clapp -

and this defendant further answering says that one of said notes made by said John- son was sold by him about the 1st of Oc- tober 1862, before the same became due - and this defendant further answering deni- es all the allegations of said bill not other- wise specifically answered & referred to

50

all of which the defendant is ready to main-
-tain & prove as this Honorable Court direct-
and now having fully answered this defen-
-dant prays to be hence dismissed with
his costs and charges in this behalf most
injustly sustained.

Albert Blapp

M Blanchard
Sol for deft
S H Fuller
of Counsel

State of Illinois
Cook County

Albert Blapp being
first duly sworn on oath, says that he has
heard the foregoing answer subscribed by him
read and knows the contents thereof and
that the same is true except those matters
therein stated on information & belief & as
to those matters he believes it to be true.

Albert Blapp

Subscribed & Sworn
before me this
14th day of Novbr 1862.
Thos. B Carter
Clerk

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17
1245
175
2995.

51

State of Illinois } Superior Court
Cook County } of Chicago
November Term 1862.

The separate answer of Marvin Blanchard one of the defendants to the Bill of Complaint of John A Hart complainant.

This defendant now and at all times hereafter saving & reserving unto himself all benefit & advantage of Exception which can or may be had or taken to the many errors uncertainties & other imperfections in the said complainants said bill of complaint contained for answer thereto or unto so much & such parts thereof as this defendant is advised is or are material or necessary for him to answer unto he answering says

This defendant admits that said complainant recovered a judgement against A Weightman & Edward Bouton in a attachment suit in this Court as is alleged in his said bill - that the same is unpaid - that no Execution has or can issue on said judgement for the reason that no property was attached and no personal service had on either of said defendants in said attachment suits - This defendant further ans-

wering admits that in said attachment suits his co-defendants Frederick Johnsen & Frederick Kaehler were summoned as Garnishees - that said Garnishees duly answered interrogatories propounded to them by said complainant denying all indebtedness to the defendants in said attachment suits & denying having any lands tenements goods chattels monies credits or effects of the said defendants therein or either of them in their or either of their hands possession custody or charge or due or owing to the said defendants therein and attached to their said answers affidavits of his co-defendant Pl. Exhibit A to which answers and the exhibits thereto attached this defendant respectfully refers and makes a part of this answer - and this defendant further answering admits that said Weightman did live since in Chicago for two or more years that he came from Massachusetts here that he left Chicago about the last of January 1862 - that he had been a partner of Edward Burton from the spring of 1861 till the fall of that year as Commission Merchants & Freight Agents - that said Burton joined the army & left Chicago about the 1st of April 1862 - that said Weightman

53

on the 16th day of December 1861. Sold to said Frederick Johnson the Schooner Pal, "metto & took & received in part payment therefor ten promissory notes made by said Frederick Johnson for $200. each secured by Mortgage on said Schooner; and that on the 18th day of January 1862, said Weightman sold to Frederick Eichler the Schooner Argo, and took & received in part payment therefor two notes made by Frederick & Charles Eichler "ler for $500 each and a Mortgage on the Schooner Argo to secure the same - that on the 24th day of January 1862. said Weightman for a valuable consideration sold and assig- "ned to his co-defendant Albert Clapp all of said notes and Mortgages and delive- "red them to the Agent of said Albert Clapp on the day of said sale and that said assignments were duly filed for record on the 25th day of January 1862. that this defendant held for collection merely part of said notes - that six of said notes made by said Johnson and the two Eichler no- "tes were due at the time said judgement was recovered and that this defendant is the attorney of the said Albert Clapp - and this defendant further answering de- "nies that the said Weightman absconded

from Rockville in the State of Massachu-
setts as it is alleged in said Bill and denies
that he absconded from Chicago on the 16th
day of December 1861. or on the 12th day of
January 1862, or about that time as it is alleged
in complainants bill; and this defendant de-
nies that the said Weightman returned to
Chicago secretly or in disguise at all and
especially to assign and transfer said no-
tes and Mortgages to said Albert Clapp
and this defendant further answering denies
that the said Edward Paxton at the time he
left Chicago as before stated was insolvent
or bankrupt as it is alleged in said bill;
and denies that either said Weightman
or Paxton at the time they left Chicago
aforesaid had no property in Chicago as
it is alleged in said bill, and this defendant
further answering denies that the sale and
transfer of the said notes and Mortgages
by said Weightman to said Albert Clapp
was without any valuable consideration
paid therefor as it is alleged; and denies that
said sale and transfer was fraudulently
or deceitfully made to hinder delay or de-
fraud creditors & particularly said com-
plainants; and denies that the assignment
of said Mortgages was made or recorded

55

at the request of said L A Weightman alias
C W Clapp and denies that four of said
notes made by said Johnson are due; and
denies that said Albert Clapp is a brother
of said L A Weightman alias C W Clapp
and denies that the said Albert Clapp
took or holds said notes & Mortgages or
any of them in trust for said L A Weight-
man alias C W Clapp; and denies that
there is or has been an agreement secret
or otherwise to re-assign or re-transf-
er said notes & mortgages or either of
them or the proceeds thereof to said L A
Weightman alias C W Clapp.
and this defendant further answering de-
nies that said Garnishees answers are
untrue or that the said affidavits of his
co-defendant Albert Clapp thereto attach-
ed are untrue or false; and this defen-
dant denies that he holds all of said
notes or has the same in his custody and
denies having any knowledge of any fraud
in relation to said sale of the said no-
tes & mortgages to said Albert Clapp and
denies that the said L A Weightman ali-
as C W Clapp, Frederick Johnson, Fre-
derick Kuehler and Albert Clapp or
any of them are combining or confeder-

ting together to annoy or defraud said complainants or to hinder or delay them in the collection of their debts against said Weightman if any they have and further denies that he is the attorney in said suit of said L H Weightman alias C W Clapp - and this defendant further answering says that he knows nothing concerning the real name of said L H Weightman except what is alleged in said bill and what is stated in the answer of his co-defendant Albert Clapp, and that at the time of the sale of said notes to said Albert Clapp this defendant suppo-sed & believed said Weightman was going by his real & true name and never heard it questioned or disputed till long after said Weightman left Chicago.

and this defendant further answering says that no personal service was obtained in said attachment suit on the defen-dants therein - that on the filing of the said answers of the said Garnishees in said attachment suits the said Garnishees were discharged and judgments rendered in their favor as by reference to the re-cord of said attachment suit on file in this Court will more fully & at large appear.

57 and this defendant submits to this Court that said judgement is not evidence of any debt and is of no force whatever and is not such a judgement as will authorize the bill of complain in this cause and this defendant prays the same advantage thereof as though he had especially demured to said bill of complaint for the reasons last aforesaid.

and this defendant further answering says on information & belief that said Weightman was owing the said Albert Klapp a large sum of money at the time he left the State of Massachusetts part of which was evidenced by three promissory notes and the balance stood in an unsettled account and that said Weightman was owing to one other debts in Massachusetts part of which he has since paid but the full amount of said debts and payments this defendant does not know & cannot state.

and this defendant further answering says that at the time said Weightman came to Chicago he had considerable means but how much this defendant does not know — that he immediately purchased a vessel and afterwards another and by his promptness in mee

ting his engagements & his manner of doing business he acquired a good repu-
tation & credit among his business ac-
quaintances based entirely upon perso-
nal acquaintance & business experience
that after continueing in business for
two years or more he formed a partner-
ship with Edward Bautan in the Spring
of 1861. and dissolved the same in November
of that year — that after said dissolution
said Weightman began to settle up his
own and the said partnership business
in which he was daily & openly & publicly
engaged for more than months previous
to his leaving Chicago — and was all a-
bout Chicago during that time — that
said Weightman collected most of his
accounts & paid all of his individual
debts except what was due said Eldred &
Scandlin and as to those said Weightman
after he left Chicago was making provi-
sions to pay by forwarding the means to
Chicago for that purpose when said Eldred
& Scandlin commenced suits & spread such re-
ports over Chicago concerning him said
Weightman that he becoming offended ceased
his efforts in that behalf — That the partner-
ship accounts of said Weightman & Bautan

59

were mostly collected during said two months and the firm debts mostly paid- that those unpaid were assumed by the said Bou, ton at the time of the dissolution of said firm as aforesaid and how much of the sa, me said Boutan has since paid this de, fendant cannot state and that Weightman left Chicago in the hope and expectation that said Boutan would pay all the debts of said firms and among them the debt of said complainant-

This defendant further answering says that said Weightman had avowed his intention some time before he left Chicago of going to visit his friends in Massachusetts and of coming back to Chicago if he found it for his interest to do so- although the time of his departure was suddenly determined upon and not ge, nerally known beforehand- That said Weightman left ostensibly for the purpo, se of going to Massachusetts where he came from and where this defendant is informed & believes he has since been & still is-

This defendant further answering says that several months before said Albert Clapp purchased said notes of said Weightman

160

and in July 1861. said Albert Clapp sent to this defendant three several promissory notes made by C W Clapp one for the payment of Eight hundred Dollars dated June first 1858, and due one year from date, one for the payment of Seven hundred Dollars dated March 1st 1859. and payable one year from its date, and one for the payment of one thousand Dollars dated February 1st 1860. and payable Eighteen months from its date on which notes there was due principal and interest on the 24th day of January 1862. the sum of Two thousand seven hundred Dollars, with instructions to call on said Weightman for the payment of the same - that pursuant to said request this defendant did call on said Weightman who acknowledged that he had promised to pay & who then undertook & agreed to pay said notes same time in the fall of 1861. together with an account hereinafter mentioned - that this defendant endeavored to obtain payment of said notes & account in money but after the dissolution of said partnership - fearing a failure in getting money this defendant accepted said ten notes made by said Salmon & four notes made by said Frederick & Charles Koehler for the payment of $500.

61

each & the two Mortgages on said Plaintiffs to secure the same in full satisfaction and payment of the notes said Weightman had agreed to pay as aforesaid and an unsettled account due said Albert Blapp of about $800. that said settlement was in progress same time & completed on the 24th day of January 1862. and the assignment of said Mortgages duly recorded on the following day.

That at the time of taking said notes and Mortgages this defendant understood & believed said Weightman was going under his true & real name and had a good and lawful right to sell and assign said notes & Mortgages to secure the same under & by the name of L A Weightman. and this defendant further answering says that said Albert Blapp at the time he sent ~~Albert~~ said three notes made by C W Blapp & said account to this defendant claimed that the same were valid claims which the said L A Weightman ought to pay and that the said L A Weightman admitted to this defendant that said claims were valid claims against him which he ought to pay and on information and belief derived from said Albert Blapp &

62

B W Blapp this defendant says that said B W Blapp did justly owe the said Albert Blapp the sum of three thousand five hundred Dollars which was due at the time said settlement was made as aforesaid and that said sale was made in the ordinary course of business and this defendant denies all knowledge of any fraud or deceit touching or relating to the said claims of Albert Blapp against said B W Blapp or the aforesaid settlement between them.

and this defendant further answering says that the purchase of said notes & mortgaged of said Weightman was made by this defendant as the agent of the said Albert Blapp, & for him & was made in good faith to pay said debt due & owing to said Albert Blapp & for no other or different purpose whatever & was not made to hinder delay or defraud creditors of said Weightman or complainant and that at the time of said purchase & sale and long after said Weightman had left Chicago this defendant did not know that the said Weightman or the said Weightman & Bowman owed any debts whatever unpaid & unsatisfied at that time.

and this defendant further answering says

63 that said complainant had notice of the residence of the said Albert Blapp in Janu-ary 1862- by means of said recorded assign-ments & in June 1862- by means of said Garnishees answers filed in this Court and therefore submits to this Court that said complainant might have obtained any dis-covery in aid of said attachment suits authorized by law-

This defendant further answering denies that he has any interest in the notes & Mortgages purchased of said Weightman by his co-defendant Albert Blapp and that the same are under & subject to the control of said Albert Blapp as his as-signees and this defendant denies hav-ing any knowledge of any fraudulent act on the part of either of said defen-dants touching or relating to the sale & transfer of the same or in any man-ner injuring or interfering with the rights of said complaint-

and this defendant further answering denies all the allegations of said bill not otherwise herein specifically answered & refered to-

and now having fully answered this defendant prays to be hence dismissed

64 with his costs and charges in this behalf most unjustly sustained-

S H Fuller
by Counsel

M Blanchard
for himself

State of Illinois }
Cook County }

Marvin Blanchard being first duly sworn says that he has read the foregoing answer subscribed by him and knows the contents thereof and that the same is true except those matters stated on information & belief and as to those matters he believes it to be true-

M Blanchard

Subscribed & sworn
before me this
14 day of Nov. 1862.

Thos: D Carter
clerk

And afterwards to wit on the 22d day of the month and year aforesaid. Came a clerk by Bates Sonsby his solicitors filed in said Clerks Office of said Court his exceptions to the answer of the Complainant which is in these words and figures following to wit.

13/13
540
180
2340

65

State of Illinois
Cook County } ss.

In Superior Court
of the City of Chicago
November Term 1862.

John A Hart
vs
Albert Clapp
et al

In Chancery

Exceptions taken by the said complainant to the answer put in by the defendant Albert to the said complainants bill of complaint.

1st Exception. For that the said defendant Albert Clapp hath not answered and set forth whether the real & true name of 2 A Weightman is & was C H Clapp

2d. Exception. For that the said defendant Albert Clapp hath not answered and set forth whether the said Albert Clapp is not a brother of said C H Clapp

3d Exception. For that the said defendant Albert Clapp does not admit or deny that the said 2 A Weightman alias C H Clapp absconded from the town of Rockville in the State of Massachusetts.

4th Exception. For that the said defendant

Albert Clapp does not admit or deny, that said S W Clapp falsely took the name of D A Weight, a man upon his coming to the City of Chicago at the time he left Massachusetts as is charged in the Bill

5th Exception - For that the said answer of the said Albert Clapp to said Bill of Complaint is contradictory & evasive - In all which particulars the answer of the said defendant Albert Clapp is as the said complainant is advised imperfect, insufficient and evasive; and the said complainant therefore excepts thereto, and prays that the said defendant Albert Clapp may put in a further and better answer to the said Bill of complaint -

Bates & Tandlee
of
Solicitors & Counsel
for Complainant

And afterwards to Wit on the day and year last aforesaid the said S W Clapp by Bates & Tandlee his solicitors filed in said Clerks Office of said Court his replication to the answer of W Blanchard which is in Words and figures following, to Wit,

150
3
150

87

In Chancery - In Superior Court of the City of Chicago, Cook county, Ill. - November Term 1862 -

John A Hart
vs
Albert Blagg et al

Before the Hon.
John M Wilson

The Replication of John A Hart the complainant in said bill, to the answer of Marvin Blanchard one of said defendants -

This repliant saving and reserving to himself, now and at all times hereafter, all and all manner of benefit & advantage of Exception which may be had or taken to the manifold insufficiences of the said answer, for replication thereunto; say that he will aver, maintain and prove his bill of complaint to be true, certain and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient, to be replied unto by this repliant, without this that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto and not herein and hereby well and sufficiently replied unto con-, fessed and avoided, traversed or denied, is true

all which matters and things this orpliant is and will be ready, to aver, maintain & prove, as this Honorable Court, shall direct and humbly prays, as in and by his said bill he has already prayed.

Bates & Tarbell
Sols. for Compts

And afterwards to wit on the Third day of December in the year aforesaid. the said Daniel McAllen. Charles M McAllen and Daniel V Johnson. by Baker & Baker their Solicitors files in the office of the said Clerk of said Court their joint and several answer which are in words and figures following to wit,

169

State of Illinois } In the
Cook County ss. } Superior Court
of Chicago
in Chancery

The joint and several answers of Frede-
rick Kachler, Charles P Kachler and Fre-
derick Johnson to the bill of Complaint
of John A Hart complainant-

These defendants reserving unto
themselves all right of exception to the said
bill of complaint for answer thereto saith
That they admit that said com-
plainant recovered judgment in the Su-
perior Court of Chicago in a certain at-
tachment suit against one J A Weight-
man & Edward Bantam for the sum of
Fifteen hundred and twenty three dollars
damages and costs of suit as in said
bill is alledged and admitted that no
execution has issued or ever can issue upon
the said judgment-

These defendants further and
saying say that they were served as gar-
nishees in said attachment suit upon
which said judgment was recovered and
that certain interrogatories were filed by
the plaintiff to said garnishees a copy

of and that to the said interrogatories these defendants respectively filed their answers denying all indebtedness to said defendants Weightman & Bouton or either of them and the having of any property in their or either of their hands or control by which they were liable to be charged as garnishees & praying their discharge as such garnishees as appears by reference to said attachment suit to which reference is made.

That after the filing of the said answers as aforesaid and before the obtaining of the said judgment the said complainant plaintiff in that case did file a replication denying the truth of the said answers and did thereby tender issue upon said answers respectively and that afterwards on or about the day of October A.D. 1862. the said defendants as such garnishees were discharged by the judgment and order of the said Superior Court made in said attachment suit, all of which by reference to the proceedings of said cause and the records of said attachment suit remaining of record in said Superior Court will more fully appear

and reference is hereby made to the said records- and these defendants submit to this Court that by the said discharge of these garnishees in said attachment suit, the said judgment rendered thereon became and was of no force whatever and defendants further submit that said judgment so rendered as aforesaid is not evidence of debt and is not such a judgment as will authorize the bill of complaint herein, and these defendants pray the same advantage thereof as if they had severally specially demurred to the said bill of complaint for the causes last aforesaid-

These defendants further answering say that they admit that the said Weightman for some two years previous to the commencement of said attachment suit has been doing business in the City of Chicago, State of Illinois as a Commission and Shipping Merchant as the copartner of one Edward Bouton but as to whether the said Weightman & Bouton did a large business, these defendants have no knowledge information and belief-

These defendants further answer

"ning say that they had no acquaintan"
"ce with said Weightman & Bouton or
either of them previous to the negotia"
"tion for and purchase of the vessels
by them as set forth in this answer ex"
"cept that they knew that said Weight"
"man & Bouton were doing business as
aforesaid -

and that these defendants nei"
"ther knew said J F Weightman by any
other name than J F Weightman nor
had they or either of them ever had
any reason to suppose that that na"
"me was not the true & real name of
the said person who sold them respect"
"ively the said vessels -

That these defendants have no
knowledge or information except by com"
"plainants said bill of complaint (nor
have they any belief as to the same) whe"
"ther or not said Weightman came from
or absconded from Rockville, Massachusetts,
whether or not said Weightmans other
name is C W Clapp nor whether or not
said Weightman or said Weightman &
Bouton had obtained while in business
in said City of Chicago credit to a
large amount nor whether said Weight

man alleged aliad & W Blapp absconded from Chicago to the injury and damage of his creditors nor whether said Baxton is wholly insolvent & bankrupt and left the said City and joined the army of the United States nor whether either said Weightman or Baxton had at the time it is alleged by complainants they left said City any property in Chicago or elsewhere but these defendants leave the complainants to the proof of all the foregoing matters that are necessary to be proven by them.

This defendant Frederick Johnson further answering says that on the 16th day of December A. D. 1861, the said Weightman did sell to the defendant Johnson said Schooner Palmetto and that said Weightman did take & received in part payment thereof ten several promissory notes of him the said Johnson for the sum of Two hundred dollars each payable in 4, 5, 6, 7, 8, 9, 10, 11, 198 20 months from their date, the said date last aforesaid & payable at Sturges Bank Ring house in said Chicago and to secure the payment of said ten notes

this defendant Johnson made and execu-
-ted & delivered to said Weightman a
Chattel Mortgage on said Schooner Pal-
-metto which Mortgage is duly recorded
at page 593 of the Customhouse records
of Chicago and that said Mortgage
will appear by reference to said records.

This defendant Johnson further
answering says that he bought said
Schooner Palmetto of the said Weight-
-man subject to a Chattel mortgage
to one Chamberlain for the sum of
Seven Hundred Dollars instead of $2500.
as erroneously set forth in said John-
-sons answer as garnishee in said
attachment suit. This defendant John-
-son further answering says that he
has no knowledge or information save
by complainants bill (nor has he any
belief whatever with reference thereto)
whether or not said Weightman return-
-ned secretly to Chicago and fraud-
-ulently and without consideration
assigned and transferred said Mortga-
-ge and said ten notes to his brother
Albert Clapp nor whether the same
was recorded by the request of said
Weightman but answering says he

knows nothing at to the consideration of the said assignment nor as to the bona fides thereof and that all that he knows about the same is that said Kaehler on or about the 5th day of February 1862, notified this defendant Johnson that he said Kaehler had received notice of said assignment and had seen the said assignment upon the records of the said Custom house & also an assignment of the Mortgage & notes given by Kaehler defendant to said Weightman as in said exhibit B. is specified.

The said defendant Johnson further answering says that all of the said ten promissory notes are still due and unpaid except as follows.

That ascertaining that one J Duffy had loaned the sum of one hundred dollars on one of said notes to wit a note dated Decbr 16th 1861. and payable ten months after its date before the same was due this defendant did by the advice of his counsel pay the said Duffy said one hundred dollars and take the said note which this defendant Johnson

now holds in the hands of his said attorney M. Tuley only to the extent of one hundred dollars, the balance upon said note being still due to said Weightman on his assignee that this defendant Johnston paid the one hundred dollars after his discharge as garnishee & before notice of the injunction in this case.

These defendants further answering say that they have no knowledge information (save by complainants bill) or belief as to whether said Weightman was a brother of Albert Clapp nor as to what said Albert knew of said Weightman absconding from the State of Massachusetts nor as to any knowledge of said Albert of the pecuniary condition of said Weightman either at the time said Weightman left Massachusetts at the time said Weightman was in business in said Chicago or at the time said Weightman left Chicago nor as to the object of said Weightman leaving Massachusetts and leaving Chicago, nor as to any of the allegations or charges

as regards the transactions or deal-
ings between said Weightman & said
Clapp and as regards the knowledge
conspiracy collusion fraud deception
notice or secret trusts of the said
Weightman and the said Albert Clapp
or between the said Weightman and
said Albert Clapp = but all such last
aforesaid matters the said defendants
have complainants to the proof thereof.

This defendant Frederick Kach-
ler further answering saith that it is
true as alleged by said bill that said
Weightman (and this defendant Kach-
ler avers that he never knew him
by any other name) sold to this defen-
dant as alleged and stated in said
bill the Schooner Argo and that the
tittle to said Schooner Argo was then
in said Weightman and that in part
payment of said Schooner this defen-
dant having paid him said Weightman $1000.
in Cash in hand the said F Kachler (but
in Company with his said brother) made and
executed his four promissory notes dated 18th
day of January A. D. 1862. for the sum of Five
hundred dollars each, one of which was payable
1st June 1862. & the other Septr 1st 1862. and

that to secure the payment thereof the said F Kachler executed the Mortgage in said bill mentioned and which was recorded as in the said bill as alleged and that said other two of said four notes were payable one Novbr 1st A.D. 1862, and the other January 1st A.D. 1863. and were guaranteed by one J P De Baudreys- admits that an assignment of said Mortgage was made and the same recorded as in said bill is stated but this defendant has no knowledge or information, save as to the bona fides of the said assignment nor as to whether said Weightman had ever left Chicago at the time of said assignment- nor whether after ~~as no he~~ he had absconded as in said bill alleged he said Weightman returned secretly and in disguise and made said assignment-

This defendant F Kachler further answering says that the first knowledge he has of said assignment was seeing the same at the said Custom house written a week after the recording the same and that within a day or two after he had so seen the same one Blanchard the Attorney of said Clapp so claiming to be notified this defendants Kachlers of the same by a verbal

notice thereof. That this defendants Koch, "lers have fully set forth all the facts concer, "ning the said sale to him said F Kachler and the execution and assignment of said Chattel Mortgage in this answer as garni, "shee in said suits to which reference is hereby made. These defendants further answering admit that they were summoned as garnishees as in said bill alleged and answered as herein before alleged and that they appended an affidavit of said Albert Clapp to their respective answers as alleged in said bill but say that by the advice of their Attorney in said at, "tachment suit they notified said Blan, "chard as the agent of said A Clapp they had been garnisheed and demanded said affidavits of said Blanchard who furnished them to the attorney of these defendants. That these defendants or either of them have ever seen or had any correspondence with said Albert Clapp nor had there ever been any col, "lusion or confederation between any of the, "se defendants and said A Clapp or any agent or attorney of said A Clapp.

The defendants further answering say that the purchase by them respectively

of the vessels herein before set forth of the said Weightman were transactions in the ordinary course of business that they paid a fair value for said vessels and if the said Weightman did sell the same to defraud hinder or delay his creditors he did so without the knowledge of these defendants or either of them or of any thing to excite ever a suspicion that such was the fact. And as to the defen, dants garnishees to said attach, ment suits and to this bill these defen, dants only declare & desire to do their du, ty in the premises and that it is to them immaterial to whom they pay the money due upon said notes (so that they do not have to pay them twice) and that they have always been ready and willing to pay said notes as they became due when, ever they could do so safely.

And these defendants deny all and all manner of unlawful combinations and confederacies with which they are charged and this their answer they are ready and willing ~~ever~~ over maintain and prove in this Honable Court shall di, rect and humbly pray hence to be dis, missed with their reasonable costs and

81

charges in this behalf most wrongfully sustained.

Barker & Tuley
Sol'rs. & of Counsel

Frederick Kaehler
Charles Kaehler
Frederick Johnson

State of Illinois
Cook County } ss.

on this 15th day of November A.D. 1862. before me personally appeared Frederick Kahn, Jon, Frederick Kaehler & Charles Kaehler above named and made oath that they have heard read the above bill subscribed by them and know the contents thereof and that the same is true of their own knowledge except as to the matters and things which are therein stated to be upon their or either of their information or belief and as to those matters they believe the same to be true

(Seal)

Joseph N Barker
Notary Public

105
330
165
1980

And afterwards to wit on the day and year last aforesaid the said D Johnson and D Kahlen by Barker & Talley their solicitors and a Clapp by W Blanchard his solicitor, filed in the said County Office of said Court their Motion which is words and figures to wit,

83

State of Illinois
Cook County } ss

Superior Court of Chicago.
November Term 1862.-

John A Hart
vs
W W Clapp et al

And now come the defendants F Johnson & F Kachler by Barker & Tuley their Solrs and A Clapp by M Blanchard his Solr and move the Court to dissolve the injunction granted in the above entitled cause upon answers of said Defts.

Barker & Tuley, Solrs
M Blanchard, Solr
S W Fuller, of Counsel

120.

And afterwards to wit on the Eleventh day of the Month. and year last aforesaid the said C. W. Clapp by M Blanchard his solicitors filed in said Clerks Office of said Court his seperate answer which is in words and figures following to wit.

85

State of Illinois } Superior Court
Cook County } of Chicago
November Term 1862.

The separate answer of C H Clapp one of the defendants to the bill of complaint of John A Dart, Complainant.

This defendant reserving unto himself all right of Exception to the said bill of complaint for answer thereto saith:

This defendant has no knowledge information or belief except what is alleged in & by said bill as to whether said complainant recovered a judgement against this defendant & Edward Bantam as is alleged in said bill or whether Execution has or can issue thereon or whether said Frederick Koehler & Frederick Schuster were summoned as Garnishees in said attachment suit & answered therein and as to the above matters he can neither admit nor deny the same but leaves the complaint to the proof thereof.

This defendant further answering admits that he left Massachusetts about three years ago and went to Chicago and there did business under the name of

2 A Weightman for over a year and that he formed a partnership with Edward Bouton in the Spring of 1861- under the name of Weightman & Bouton. Commission Merchants & Freight Agents, which partnership was dissolved in October 1861- that this defendant left Chicago about the last of January 1862; that said Bouton joined the army in January 1862, and left Chicago about the first of April of that year-

He further admits that he sold to said Frederick Johnson the Schooner Palmetto & took and received in part payment therefor ten promissory notes made by said Johnson for $200 each bearing date Decbr 16. 1861- and a Mortgage on said Schooner to secure said notes, and that on the 18th day of January 1862 he sold the Schooner Argo to F Fiehler & took and received in part payment therefor four notes of $500 each dated on the day of said sale two of which were secured by a Mortgage on the Schooner Argo- He further admits that on the 24th day of January 1862 this defendant sold and transferred all of said notes and Mortgages so taken in payment of said vessels to Albert Blaze of

Salem Massachusetts to pay three notes and interest thereon and an unsettled account of about $800- which the said Albert Blapp held against this defendant and which were then due and owing to the said Albert Blapp- and he further admits that his real and true name is E W Blapp-

This defendant further answering denies that he absconded from Rockville in the State of Massachusetts as it is alleged in said bill of complaint & denies that he was insolvent at the time of leaving said Rockville, and he denies that he absconded or even left Chicago in Decbr 1861- or on the 12th of January 1862 or about those times as it is alleged in said bill, and he denies that he returned to Chicago secretly or in disguise to assign and transfer said notes & mantgages to said Albert Blapp or for any other purpose- and further answering denies that said Edward Bautan was insolvent or bankrupt at the time he left Chicago as stated in said Bill and denies that this defendant or said Bautan had no property at the time they left Chicago as aforesaid-

and this defendant further answering de-
nies that the sale and transfer of said
notes & Mortgages to said Albert Blapp
was without any valuable consideration
paid therefor as is alleged in said Bill
or that the same was recorded at the re-
quest of this defendant and denies that
the same was fraudulently or deceitfully
made to hinder delay or defraud credi-
tors & particularly said complainant & de-
nies that the assignment of said Mort-
gage was made or recorded at the re-
quest of this defendant and he further
denies that he is or was a brother of
said Albert Blapp.
and he further answering denies that
said Albert Blapp took or holds said
notes & Mortgages or any of them in
trust for this defendant or in any man-
ner except as his own.
and he denies that there is or has been
any agreement secret or otherwise to re-
assign or re-transfer said notes & Mort-
gages or any of them or the proceeds
thereof to this defendant.
and this defendant further answering
denies that he is or has been combining
or confederating with his co-defendants

on any of them to annoy or defraud said Complainants or to hinder or delay him in the collection of any debts he may have against this defendant.

and this defendant further answering denies that he is the owner or has any interest in the said ten notes made by said Johnson and the four notes made by said Kachler or the said Mortgages given to secure the same having sold and transferred them as aforesaid.

and this defendant further answering says that at the time he left Massachusetts as aforesaid to go to Chicago he was owing the said Albert Clapp for money previously loaned this defendant and for money loaned of said A Clapp & at the time of leaving Mass: the following sums of money for which this defendant had given the said A Clapp the following promissory notes viz: one note for $800 dated June 1st 1858 & payable one year from date with interest one note for $700 dated March 1st 1859 & payable one year from date with int:, and one note dated Feby 10- 1860- for $1000- including int: on the other two notes to the amt: of $221 which was endorsed

thereon - and that he was owing said Albert Blapp at the time he left Mass: the further sum of about $500 for a bill of fancy goods & clothing previously purchased of him and about Fifty Dollars for house rent -

Besides said Albert Blapp this defendant owed some other debts in Mass: part of which this defendant paid prior to leaving Chicago in 1862 -

This defendant further answering says that he left Mass: for the purpose of establishing himself in business in the West and expected and hoped to pay the said Albert Blapp & his other debts promptly as the same became due & as speedily & certainly as could be done by remaining in Mass:

That after coming to Chicago the relations & difficulties between himself & family were such that in the distress & anxiety of mind thereby occasioned this defendant suddenly determined never to join his family again & also assumed the name of L A Weightman -

But this defendant denies that he assumed the name of Weightman for any other purpose or cause than as above

set forth & particularly denies that he did so for any purpose of fraud whatsoever - and this defendant further answering says that had acquaintances in Chicago who had known him in Mass. & that he advised his friends East that he was doing business under the name of L H Weightman in Chicago where his friends and creditors freely communicated with the defendant - That after remaining in Chicago for about a year this defendant again became reconciled to his family - That his family joined him in Chicago & that his only object & purpose in leaving Chicago was to return to Mass. among his friends - and this defendant further answering says that nearly all the time he was in Chicago he owned two vessels & for a time and an interest in a third together with other property besides having money on deposite in Bank from time to time - That on the dissolution of his partnership with said Bouton this defendant settled the most of his own & said partnership business in Chicago & by the terms of said agreement for dissolution the said Edward Bouton undertook and

92

agreed to pay all the said partnership debts then remaining & how much of the same had been paid & how much remain due & unpaid by said Boutan this defendant has never been informed and does not know & cannot now state.

and this defendant further answering states that believing that he had made proper & sufficient arrangements for the payment of his joint & individual debts contracted in Chicago which he ought to pay about the last of January 1862 he left with his family for Mass:- He admits that he left suddenly but denies that he absconded or left for the purpose of hindering delaying or defrauding creditors or complainants.

and this defendant further answering denies that he has any interest in or claim upon the notes & mortgages or the proceeds thereof so sold by him to the said Albert Clapp.

and this defendant further answering denies all the allegations of said bill not otherwise herein specifically answered & referred to.

and now having fully answered this defendant prays to be hence dismissed with his costs & charges in this behalf

most unjustly sustained-

C W Clapp

M Blanchard
Solr.

State of Massachusetts
Worcester Co.

C W Clapp being first duly sworn on oath says that he has read the foregoing answer subscribed by him & knows the contents thereof & that the same is true except those matters stated on information & belief and as to these matters he believes it to be true

C W Clapp

Sworn & subscribed
before me this
Eight day of Decbr 1862-

P Emory Aldrich
Justice of the Peace

1894

Commonwealth of Massachusetts

Worcester County, ss.

I Joseph Mason
Clerk of the Supreme Judicial Court,
which is a Court of Record for the County
and Commonwealth aforesaid
do hereby certify that
P Emory Aldrich Esquire
whose signature is affixed to the Certi-
ficate on the paper hereunto annexed,
was at the date thereof a Justice of the
Peace in and for said County, duly com-
missioned and qualified, and authori-
zed by the laws of this Commonwealth
to take the acknowledgement of deeds
and administer oaths, that full faith
and credit is and ought to be given
to his acts and attestations done in
that capacity, and that his signature
to said Certificate is genuine.

Given under my hand and the
seal of said Court, this Eight day of
December in the year one thousand
eight hundred and sixty two.

10 10
Stamps
cancelled
10 10

Seal

Joseph Mason
Clerk

169
1800

And afterwards to wit on the Thirteenth day of the Month and year aforesaid the said John A Clark by Bates & Tinsley his Solicitors filed in said Clerks Office of said Court his Replication to the answer of the Defendants, and also copy of the Order and Decree following to Wit.

96

John A Hart

vs

B W Clapp alias
L A Weightman et al

In Chancery in
Superior Court
before Hon. Jno Wilson
Judge

The replication of John A Hart com-
plainant to the answer of B W Clapp & Albert
Clapp, two of the above defendants.

This replicant saving and reserving to himself
now and at all times hereafter, all and all man-
ner of benefit and advantage of exception, which
may be had or taken to the manifold insuffi-
ciencies of the said answers for replication there-
unto, says that he will ever maintain & prove
his bill of complaint to be true, certain and suf-
ficient in the law to be answered unto; and
that the said answers of the said defendant is
uncertain, untrue and insufficient to be replied
unto by this replicant without this, that any other
matter or thing whatsoever, in the said answer
contained, material or effected in the law to be
replied unto, and not herein and hereby well and
sufficiently replied unto, confessed and avoided, tra-
versed or denied is true, all which matters and
things this replicant is and will be ready to
aver, maintain and prove as this Honorable Court
shall direct and humbly prays as in and by

his said bill, he has already prayed

Bates & Tunstall
Solrs. for Complainants

And afterwards to wit on the Eighteenth day of the month and year last aforesaid. the said complainants and Defendants by their respective Solicitors filed in said Clerks office of said Court a stipulation, which is in words and figures following to wit,

83

Superior Court of Chicago

John A Hart
vs.
Dd Weightman alias
Wm Clapp, et al

In Chancery

It is hereby stipulated that an order as of this date be entered in the above entitled cause referring the Bill of Complaint and the several answers of the above defendants and Replications thereto, under the motion now pending for a dissolution of the injunction therein, to Wm Scott, master in Chancery to proceed forthwith to take testimony on the part of complainant & defendants, and with all convenient speed take part all such testimony so taken by him, such reference being pursuant to Sec. 13. Chapter 72. Revised Statutes of 1845. entitled an act concerning "Ne Exeat & injunctions"

Bates & Tawslee
Solrs for Compt

Decbr 15th 1862.

N Blanchard
Solr for Defts

And afterwards to wit on the Eighteenth day of the month and year last aforesaid. the same being one of the days of the December Term of said Court. the following among other proceedings were had and entered of record in said Court to wit.

John A Clark.

vs.

G.W. Clapp Alias
D A Creightman
Albert Clapp.
Frances M Kachler
Charles D Kachler.
Frances L Johnson
Marvin Blanchard

Bill for Inj.

And now come the parties to this cause and by stipulation, filed it is ordered that the Bill answers and replications on the motion pending for a dissolution of the injunction herein be and is hereby referred to Ira Scott. Master to take testimony on part of Complainant & Defendants. and report.

100 And Afterwards to wit on the Twenty sixth day of January in the year of our Lord one thousand Eight hundred and Sixty three there was filed in the Clerks Office of said Court the deposition of Luther Clapp which is in Words and figures following to Wit.

The deposition of Luther Clapp of Salem in the County of Essex Commonwealth of Massachusetts, Mechanic a witness of lawful age produced sworn examined on his Corporal oath on the Seventh day of January in the year of our Lord one thousand eight hundred & Sixty three, at the Office of Robert S. Rantoul Esquire in said City of Salem by me the said Robert a Commissioner duly appointed by a Mandamus from Salem a Commission issued out of the Clerks Office of the Appeals Court of Chicago Cook County in the State of Illinois, bearing date in the Name of Thomas B Carter Esquire Clerk of said Court, with the Seal of said Court affixed thereto and to me directed as such Commissioner for the examination of said Luther Clapp as witness in a certain Suit & matter in Controversy now pending & undetermined in said Supreme Court of Chicago wherein John A Stark of

Cleveland Ohio. as plaintiffs and 2 a Draughtman, alias Charles H. Clapsp. Albert Clapsp Marion Blanchard Francis Rachlen. Chas. Rachlen & Francis Johnson are defendants on behalf of the said Plaintiffs Case well upon the Interrogatories of the Defendants as on the interrogatories of the Plaintiffs which were attached to or inclosed with the said Commission and upon none others. The s.d. Luther Clapsp being first duly sworn by me as a witness in the s.d. Case previous to the commencement of his examination to testify the truth as well on the part of the Plaintiffs as the defendants in relation to the matters in Controversy between s.d. Plaintiffs & Defendants so far as he should be interrogated testified & deposed as follows.

Interrogatory first. What is your name age occupation & place of residence?

Answer to first Int.

Luther Clapsp. fifty years old. I live in Salem. my occupation is Sawing and Running

Interrogatory Second

Do you know the parties Plaintiffs and Defendants in the Caption to these interrogatories mentioned & either of them. and which of them. and how long

102 Have you known them respectively?

Answer to Int.

Albert Clapp is my brother I have always known him since he was born I was four or five years older. I do not know any thing of Frederick or Charles B Rayner or of Frederick Johnson or Warren Blanchard I know Charles W Clapp. I know nothing of the plaintiff John A Hart Charles W. Clapp is my nephew. I knew him as a boy up to twenty or twenty two years of age have known little or nothing of him for the last thirteen years. He was son of my brother Reuben Clapp.

Interrogatory Third What family relation is Chas W. Clapp to Albert Clapp and yourself and what is the family relation of Albert Clapp to yourself?

Answer to Third Int. Charles W Clapp is the son of Albert Brother Reuben Clapp the same relation that he is to me Reuben Clapp lives in the Town of Thorndike Massachusetts and Albert Clapp lives here in Salem Albert is my own brother we are uncles to Chas W Clapp.

Interrogatory Fourth State when Chas W. Clapp

left Massachusetts and went west? & under what circumstances he left? whether he came away openly and notoriously or otherwise?
Answer to Fourth Int.

4 It is as much as six years since I saw him, about three years ago I think it was I heard that he had gone West. Dont know where I heard it. He probably had not been west long when I heard of it. He has not been West five years to the best of my knowledge I last saw him at Sharon The last place I knew of his being in business in this state was Naples. I did not know of his having until he had been West some time. never had dealings with him. I know nothing of the circumstances of his leaving Massachusetts

Interrogatory 5th, Where has Albert Clapp been living for the last two years what business has he been engaged in & is he a man of means or property? If so state in what his property consists where it is and who has had the charge and management of it for the last two years or any part of that time?
Answer to 5th Int.

Albert Clapp has lived in Salem

104

for two years or thereabouts he has worked at Sawing and turning with me. on day wages part of that time say a year and a half and since then he has worked at moulding some & some for me, at day wages, and two months ago or so he wrote me from Chicago that he was at work in the turning business in the same way I don't know of any property of his & sold what he had here 4 years ago and left to go into other business in Boston, & ~~got married~~ was engaged in a business there and I think went to work at Ocean Point Maine making as a journeyman at Newton before he came back to Salem. I don't know any thing of his property, or what it consists of If he has any it is in his own hands and management. So far as I know. He was before he left Salem 4 years ago. my partner in the Sawing and turning business

R & R

R & R

Interrogatory 4th Has Albert Clapp during the last two years at any time been in your employment? If so state on what terms as to his compensation? how much you paid him? what his employment was. and all that you know as to any means property or estate that he has now, or has had during that time,

Answer to 9th Int. He has been as I have stated in my employment of the time during the last two years he had worked for me some before. he went from Boston to Salem & paid him twelve dollars per week most of the time two thirds of the time and at other times when we had extra work. as high as fifteen dollars a week His employment was sawing and wood turning at a power lathe I know nothing of any means property or estate that he has now or has had during that time.

Interrogatory 10th. When Charles W Clapp left Massachusetts in the year 1860. did he leave openly and with knowledge that he was going to absconde? and what was his situation at that time as to credit means and what was his character as to solvency and property then?

Answer to 10th Int. I knew nothing about Charles W Clapp leaving Massachusetts had known nothing about him for some year and only heard of it after he had gone. I know nothing of his credit or means. or character for solvency I never considered him a person of any property. He had what he earned He had been a clerk in a Boston store and after

106 ward was in a Country Store West India and
Day goods with his brother Henry in Salem
and went from there to Wayne where he
kept such a store either with his brother or on
his own account. I dont know which I mean
to say that when he began business in Salem
he had nothing but what he had earned and
did not own his stock clear That was
eight or ten years ago. He left one debt
unpaid to my knowledge when he went away
a debt for which my brother Reuben had
mortgages the homestead to the Hopkinton. Loan
Association It was not over a thousand dollars
I think less. I think he left cash on deposit
I know nothing of his leaving of any other know-
ledge. It seemed sudden to me, he made
sudden shift in his business.

Luther, H. Clapp

I Robert S. Rantoul of the City of Salem. County
& Commonwealth aforesaid a Commissioner duly
appointed to take the deposition of the s.d Luther
Clapp a witness whose name is subscribed to the
foregoing deposition do hereby certify that previous
to the Commencement of the examination of the
said Luther Clapp. as a witness in the suit
between the said Clark Jeff. and the s.d Troughton

alias Clapp. & als. Defendants he was duly
Sworn by me. as such Commissioner to testify the
truth in relation to the matters in controversy be-
tween the Pltf. Stark and Defts. Weightman alias
Clapp, & als. so far as he should be interrogated
concerning the same, that Pltf. deposition was
taken at my office, in the City of Salem aforesaid
on the seventh day of January A.D. 1863.
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 & sworn
to by the Pltf. Deponent, Lathrop Clapp, before
me as such Commissioner at the place and
on the day & year last aforesaid.

Robert P. Rantone
Commissioner.

It is hereby stipulated that a dedimus Po-
testatem in the above entitled cause may issue
to R. P. Rantone of Salem Mass. to take the testimony
of Lathrop Clapp. of said place. dated
to day, the usual notice being hereby waived
said deposition to be taken and returned with
all possible despatch & that said deposition
may be read on the hearing of the motion
in the case of Chauncey & Lee et al.

1858 vs. Albert Clapp et al.

M. Blanchard
Solr. for Defendants,

And afterwards to Wit. on the Seventh day of April in the year aforesaid, came was filed in the Clerks office of said Court the depositions which are in Words and figures following to Wit.

109

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

John A. Hart
Complt.
vs.
L. A. Weightman alias
C. W. Clapp, Albert Clapp
Marvin Blanchard & others.

The deposition of witnesses produced sworn and examined on the part of the defendants in the above entitled suit and taken before me Ira Scott, one of the Masters in Chancery of the Superior Court of Chicago pursuant to an order of reference to take proofs heretofore entered in said Cause.

The said parties by their respective Solicitors appearing before me at my office in Chicago this second day of February A. D. 1863 at which time and place the following proceedings are had —

Charles Chamberlain a witness produced sworn and examined on the part of the defendants deposes and says:

1st Int. State your name, age, residence and occupation.
Answer. My name is Charles Chamberlain, Thirty five years of age, residence Salem, Massachusetts

110 am a Druggist.

2nd. Do you know the parties to this Suit or either of them and how long have you known them respectively.

Answer. I know but two Albert Clapp and Marion Blanchard. I have known Mr. Clapp ten or twelve years.

3d. During the time you have known Albert Clapp what property has he owned, where was it and what was its value.

Answer He owned a house at one time in Salem Massachussets - on Pleasants street, Cottage house, that is I know of his owning it by way of its being sold at auction it was said that Clapp bought it. I could not tell exactly what it is worth. I should think a house like that might be bought for seventeen hundred dollars. I dont know of any other property. He was in business with his brother I dont know what he owned there. I have heard of his owning property in Boston but dont know what it was.

4. In what business have you known of A. Clapp being engaged during the time you have known him.

Answer He was a Turner and a Sweep Sawyer. He has been with his brother most of the

111 time - his brothers' name is Luther when I have been in the shop I have seen him work at the saw - I have seen him turning

5. In what other places except Salem have you known him to be engaged in.

Answer. I cant say from my present knowledge that he has been in business elsewhere - I know of his being absent from Salem in the time that I have known him.

6th What has been the character and condition of Albert Clapp as to solvency and credit during the time that you have been acquainted with him?

Answer I Objected to as incompetent and irrelevant/ So far as I know his credit has been good I have never heard it questioned.

Cross.

1 Where is your present stopping place in Chicago.

Answer The Merchants Hotel.

2d How long have you been there and where did you come from when you came there

Answer I came there last October, I came from Wisconsin.

3d When did you come from Salem When were you in Salem - when were you in Massachusetts last?

Answer. I left Salem the twenty first day of last May.

4 112
4th

When did you leave Charles W. Clapp Alberts' Brother when you came to Wisconsin.

Answer I dont know the man.

5. Where was Albert Clapp living when you came away?

Answer I suppose he was in Salem Massachusetts

6. When you last knew him was he in the Employment of his brother Luther?

Answer Yes Sir.

7. What relationship is either Charles or Albert Clapp to you or your wife or family.

Answer Albert Clapp is no relation to me Charles Clapp I dont know. Luther Clapp is no relation of mine or my family nor Albert either.

8. How long before you left Salem had Albert Clapp been at work for Luther Clapp.

Answer I couldnt say for certain.

9. How long before you came away - that Albert Clapp bought this house you speak of.

Answer. Thats sometime ago - some five or six years ago.

Charles Chamberlain.

Subscribed and sworn to
before me this 2nd day
of February A. D. 1863.

Jos Scott.

Master in Chancery of
the Superior Court
of Chicago.

113 1863.

February 9th

Parties appeared by their Solicitors.)

William P. Tenney a witness produced - sworn and examined on the part of the defendants deposes and says:

1st Interr. State your name, age, residence and occupation.

Answer William P. Tenney. Age forty eight - Residence Boston, Occupation. Trader.

2d Interr. Has your deposition been taken before in this case and if so when and where.

Answer Yes Sir. It was taken at Boston - not long since.

3d Interr. In your former deposition you stated that you knew Albert H. Clapp while he lived in Boston. what kind of business did he follow there and was he successful in the same or unsuccessful?

Answer He was in the provision business a portion of the time. He was an operating man. He was successful as far as I know - I never heard to the contrary.

4. Interr. Did you see Charles H. Clapp at any time in Chicago and if so state whether he made any and what offers to pay the debt due from him to you?

Answer I did - He made me an offer. Fifty per

cent.

5. Did you know Charles W. Clapp while he lived in Massachusetts and were you conversant with his business immediately preceding his leaving Massachusetts?

Answer I did. I was.

6. State whether or not at the time Charles W. Clapp left Massachusetts - he was in debt to any other person than yourself and whether at that time his means were sufficient to pay his debts.

Answer From what he told me at that time and other inquiries that I made I did not understand that he owed anything except what he owed me. he stated some trifling matters I dont remember Exactly what they were. I should think that at that time his means were sufficient to pay his debts.

7. Have you been called upon lately by a man by the name of Warren E. Johnson from Chicago and where did he call upon you.

Answer. There was a Gentleman called at my house representing himself from Chicago. he introduced himself as Mr Johnson. I dont know his given name.

8. What was his business.

115

Answer I don't know what other business he might have had - his business with me was in relation to this matter. there suits.

9. Now state whether or not he offered to pay you for testifying in this case.

Answer. No Sir.

10. What witnesses did he say he had seen?

Answer He did tell me that his business there was to ferret out testimony connected with this case. he said there were three or four other witnesses.

11. Did he say that he had offered to pay them if they would assist the Complainants

Answer No Sir.

12. State whether or not Mr Johnson offered or held out to you any inducement or motive whatever to induce you to give a favorable deposition or assist the complainants in this Case.

Answer. From Mr Johnson's remarks I understood that there was ample means here to pay and if the testimony that he was in pursuit of could be such as to obtain the case that he had no doubt I could get my money.

Cross Examination.

Mr Vinney when did you come here.

Answer I came here Thursday or Friday.

2nd What brought you here.

Answer. I came on business.

3. What business.

Answer. I am engaged in Manufacturing. may[illegible] I have been looking around to buy flour and some other little unsettled matters that I had to attend to besides.

4. Did you or did you not come here with reference to your claim against Charles W. Clapp.

Answer. I had that in my mind with other things of course.

5. Did you not come here at the instigation of Charles W Clapp.

Answer. No Sir.

6. Have you had any conversation with Charles W. Clapp or Albert Clapp since you saw Mr. Johnson in Boston.

Answer. Yes Sir.

7. When and where since you saw Johnson in Boston did you see Charles W. Clapp

Answer. I saw Charls W. Clapp in Boston I dont remember exactly when.

8. When did you see Albert Clapp.

Answer. Albert Clapp I came across here since I arrived here.

9. State what conversation you had with Charles W. Clapp at the time you speak of in Boston about this proceeding and

117 this claim.

Answer. I did not see him but a short time. I told Mr Clapp that Mr Johnson told me that the report was that he had some money and if so he ought to pay me - he said that he had not any considerable amount of money - and could not pay me. he said that he had always considered it a debt of honor and he intended to pay it.

10. Did he advise you to come out here.

Answer. No Sir.

11. Did he know that you were coming.

Answer Not to my knowledge - I did not tell him.

12. Have you bought any flour here.

Answer I have not. The railroads are so full of business that a Gentleman told me that he had some here lying a month and I have not made up my mind - that there is any saving to be made taking in view the high price of freight.

13. What other business had you transacted in this City since you arrived here.

Answer. I settled a small account that had been standing against a furniture house here - The house is successor - to Shearer - Paine and I think String. Mr String is the agent The House is on Randolph Street.

14. What was the amount of that claim
Answer. The amount of the claim was about fifty dollars. It was settled for twenty four dollars.

15. What other business have you transacted in Chicago since you have been here.
Answer I have not completed any - I have had conversations with Gentlemen in the flour line with a view to some future arrangement.

16. Where do you stop in this city.
Answer. At the Fremont House.

17. What is the number of your ~~house~~ room
Answer Forty Six. It was twenty three I think and was changed.

18. Have you been in this city continuously since Friday Morning?
Answer Yes Sir.

19. Where have you spent most of the time since you have been in this city?
Answer. I have been at the Board of Trade when in Session - and have not been very well - Yesterday I did not go out until towards night.

20. When and where did you first see Albert Clapp in this city?
Answer. I think it was at the Fremont House I sent a note for him to call and see

me. I put the not in the office.

21. Where did you first see him.

Answer. I think it was at the Fremont House

22. When did you first see him.

Answer. I should think it was Friday.

23. Did you see him in the Public Room or in your room?

Answer. I saw him in the Public Room.

24. How much time did you spend with him at the first interview?

Answer. not a long time.

25. When did you next see Mr Albert Clapp and where?

Answer. I dont remember.

26. Did you not see him in Mr Blanchards' office this morning?

Answer Yes.

27. Who Else was there this morning besides you and Mr Clapp.

Answer. I dont Know.

28. Was Mr Blanchard there.

Answer. He was not there at the time I refer to he might have come in.

29. When and where did you first see Mr Blanchard.

Answer. I saw him at his office on Saturday.

30. Where was Mr Albert Clapp at the time you first saw Mr Blanchard in his office.

Answer. I could not tell you.

31. Did he not go there with you?

Answer No Sir.

32. Did he give you a note or did he direct you to go and see Mr. Blanchard.

Answer. He did not do either.

33. How came you to go to Mr. Blanchard at all?

Answer. I understood that he was Counsel in the matter and I went there for the purpose of getting some information in regard to Mr. Clapp's affairs.

34. When did you first see Albert Clapp in Mr. Blanchard's Office and how often have you seen him there or elsewhere since you have been in this city.

Answer I could not State Exactly the time. They said that he was in the habit of coming in, I did not find him. I think I saw him there two or three times.

35. How many times have you met Albert Clapp since you have been in this city?

Answer. I have Stated two or three times.

36. How many times have you met Marvin Blanchard since you came to this city?

Answer. I Couldn't State Exactly, I dropt into

his office three or four times without finding him in.

37. How many times have you found him there or met him elsewhere?

Answer. I could not state exactly I have seen him two or three times - he was generally in a hurry and I did not get audience with him at first.

38. What business had you to transact with Albert Clapp or Marvin Blanchard?

Answer. None.

39. What object had you in going to Mr Blanchard's office?

Answer. I learned he was counsel and I supposed could get some information that might be useful to me on this subject. I went there for the purpose of seeing what he knew about it.

40. Did or did not Mr Blanchard read over to you in his office your deposition in this case.

Answer No Sir.

41. Nor any papers connected with this case?

Answer. No Sir.

42. Did he read to you the deposition of Mr Johnson or state to you the substance?

Answer. No Sir.

43. Did you read any of the depositions questions or answers in this cause since you have been in this city?

No Sir.

122 44 Have you heard them read.
Answer. No Sir.
45. Have you seen the papers?
Answer. No Sir.
46. Did Mr. Blanchard read to you or did you read or did you hear read in his office this morning any paper of any kind?
Answer. No Sir.
47. What arrangement have you made with Mr. Albert Clapp or Mr. Marvin Blanchard with reference to your claim against Weightman or Charles W. Clapp?
Answer. I have not made any.
48. Have you had any promise assurance or intimation that it should be settled in any way after this litigation was ended.
Answer No.
49. Has your claim against Charles W. Clapp been a subject of conversation between yourself Albert Clapp or Mr. Blanchard.
Answer. I told Mr. Blanchard that I had a claim against Charles W. Clapp.
50. Have you had any conversation with Albert Clapp touching that claim?
Answer. I told him the same.
51. What object had you in conversing with either of these men about your claim

what was your object and purpose?

Answer. The claim was incidentally spoken of as a reason why I sought the interview.

52. Did you expect to get that claim adjusted or settled in any way either by or through Albert Clapp or Blanchard or both of them.

Answer. No Sir.

53. Then Sir: why did you go to converse with Albert Clapp or Marvin Blanchard about the matter at all for?

Answer. I understood that Mr. Clapp was the interested party and Mr. Blanchard the attorney.

54. Suppose that Mr. Albert Clapp was the interested party and Mr. Blanchard the attorney, why should you bother them about a thing that you did not expect to derive any benefit from?

Answer. Having heard one side of the story from Mr. Johnson I felt curious to know what the other side would have to say about it.

55. How much is your claim against Charles W. Clapp?

Answer A thousand dollars.

56. When did that claim arise?

Answer. It was not long before he left Massachussetts I should say it was about the beginning of 1860.

57. Did you state that as the time at which it accrued to Mr Johnson at Boston lately?

Answer. I stated to Mr Johnson that I had a claim made a transaction with him involving a thousand dollars. shortly before he left Massachussetts. I dont remember whether the time was mentioned or not.

58. Do you pretend to say that that claim of a thousand dollars and the interest on it since 1860 was not the business that brought you to this city?

Answer. I have before stated that claim was not the business that brought me to this city. I had it in mind of course, but it was not the main object of my being here.

59. When were you in Chicago before?

Answer. About two years ago I think.

60. What brought you here at that time?

Answer. I came out here to settle up some claims this was among the number at that time I had some claims for other parties that extends so far as St Paul. I went to St Paul.

61. Had you any other claims in your own right here at that time in this city?

125

Answer. I made a small claim that I have recently closed up. I had no claim in this city at that time except the one against Charles Clapp. Perhaps I should state that I had sample of goods at that time.

62. Are you a man of means now doing business in your own name.

(Objected to as irrelevant)

Answer. I am at this moment acting as agent for a Baking Company. I have means enough to meet all my engagements.

63. You are not embarrassed with any debts at all?

Answer. Not embarrassed by any debts of recent date

64. Are you embarrassed by any debts of ancient date?

65. I have old claims that have been settled in Chancery.

Did you not tell Mr Warren E. Johnson in Boston at the time you saw him there that you would not or couldn't take any steps to collect your Thousand Dollars claim against Charles W. Clapp whom he told by you was then in Worcester, because your Creditors were pursuing you and they would get hold of it or words to that effect.

Answer. No Sir. I dont remember any words of

that kind

66. If you had have told him so would you have been likely to have remembered it

Answer. I think I should.

67. Do you still say on your oath that the main and important business which now brings you to Chicago was not in some manner to save or secure that thousand dollar claim against C. W. Clapp?

Answer I understood that there was means here sufficient to pay all the debts owing by Clapp and I should be very glad to get my pay.

68. From whom did you understand that there was money enough here to pay all the debts?

Answer Mr Johnson.

69. Have you or have you not applied since your arrival in this City to Albert Clapp or Marvine Blanchard to aid and assist you in collecting or securing that Thousand Dollar claim or some part of it?

Answer. I did ask Mr Clapp if he could pay any thing and he said no.

70. Why did you ask Mr Albert Clapp to pay you this thousand dollar claim against Charles W. Clapp?

127

Answer Mr Johnson told me there was a dispute as to who owned the proceeds of his business here. I did not know but that I could induce him to buy the claim.

71. What did Mr Albert Clapp or Mr Marvine Blanchard his attorney say on your proposition to him to buy this claim?

Answer. He said they couldnt do it?

72. Now Sir I want you to state the circumstances and all of them under which that indebtedness to you originated?

Answer. I made an arrangement with C. W. Clapp while he was in the paint business at Waltham to sell his product, whereupon I loaned him this thousand dollars. He went out of the business and promised to pay me but didnt.

73. Is that the whole history of the transaction?

Answer That is the history of the transaction in the main?

74. Did you not in Boston at the time that you saw and conversed with Warren E. Johnson say to him as follows: That about the month of November 1860 Charles W. Clapp came to me to borrow one thousand dollars to go into the paint and oil business at Waltham that after talking with said Clapp I made a bargain with him and let him

have the money $10000.00 that said Clapp agreed to go immediately to New York to purchase goods that I went with said Clapp to the Boston & Worcester Depot and saw him purchase his ticket for New York and saw him off that he agreed to write me immediately. that matters went along for more than a week when I became a little uneasy and went out to Waltham to make inquiries and found that C. W. Clapp went out on the Boston and Worcester rail Road a few miles and instead of going to New York got off and returned to Waltham and also learned that he was in Walton at the time I arrived there, but leaving me he left the place and ran away that I made diligent search and was not able to find the said C. W. Clapp and that C. W. Clapp never paid me the amount I let him have nor any part thereof.

Answer. I had a conversation with Mr Johnson which caused some of those phraseologies Mr Johnson stated with me but a very short time, it was rather an off hand chat. and I did not retain what I said

15. Did you or did you not state substantially what is written in the last interrogatory.

Answer. I have answered that question as correctly as I see that I can

76. Did you not authorize Mr. Johnson to draw out in writing what you had told him touching your thousand dollar claim against Charles Clapp and tell him that you would sign it and certify to it if he would call again.

Answer. I dont remember that he made that request he promised to call again and talk the matter over. I paid but very little attention to what he said or I said for I expected that he would call again.

77. Did you not say to Mr. Johnson in that interview that you would signe a certificate that the above was the history of your thousand dollar claim.

Answer. I do not remember that any thing was said about a written document.

78. Did Mr. Johnson have any other conversation with you relating to any other business than this at that interview.

Answer. No Sir not specifically relating to me.

79. Where was this conversation with Mr. Johnson what time of day was it and who was present besides yourself and Johnson.

Answer. I think it was in the Early part of the evening at my house. I dont remember that any one was present. My daughter might have passed through the room.

80 Had Mr. Johnson made any arrangement with you for this interview beforehand or

130 any one for him?

Answer. No Sir! Not to my knowledge I never saw or heard of him before I saw him upon reflection I think he had left a card at my house stating that he would call - but I took no notice of the card and havnt seen it since.

81. Have you any fixed place of business in Boston if so what is it?

Answer. I have before stated that I was acting as agent for a Baking Company.

82. Where is your place of business in Boston?

Answer. My office is three Bath street.

82. What sign is over that office?

Answer J. A. White.

83. What business is J. A. White in?

Answer He was formerly in the shoe business and is now an operator in gold.

84. You stated that you know Albert Clapp when he lived in Boston - when did Albert Clapp live in Boston and when did he cease to live there.

Answer. When I first knew him it was about 1859 I am not posted about when he left.

85. Where has Albert Clapp lived for the last two years

Answer. He has lived in Salem and Newton I think both places.

86. What was his business in Salem for the

last two years.

Answer 87. He was what we call an operating man

What do you mean by an operating man

Answer. A man who trades in various things.

88 Do you or do you not know that for the last two years Albert Clapp has been in the employment of Luther Clapp his brother in Salem on daily or weekly wages as a turner and a Sawyer?

Answer I do not.

89. Do you or do you not know that Albert Clapp whilst residing at East Newton was in very straightened circumstances and was not able to pay his small debts contracted for labor and supplies furnished to his family?

Answer I do not.

90 State Sir what property - real - personal or mixed within your personal knowledge that Albert Clapp has possessed or enjoyed during the time he was living at Salem or at East Newton.?

Answer. Well I never saw any deeds but I understood that he had some real Estate at Salem and at Newton. (The last part of the answer objected to) I only know from hearsay.

91. In your examination in chief you say that you saw Charles W. Clapp in Chicago that he made you an offer to pay you fifty per cent

182 of your thousand dollar claim when did he make you that offer - where did he make it and why did you not accept it?

Answer. The offer was made to me by letter I think - at this moment I disremember whether he made the offer before I went home - I was back and forth in the city several times - The reason I didnt accept it was he had promised to pay me the whole and had told me that he was making money.

92. You have stated in your examination in Chief that Charles Clapp when he left Massachussets did not owe any thing except some trifling matters beside your thousand dollar claim what means of knowledge have you as to his indebtedness except what was due to yourself.

Answer. He told me so himself and I didnt hear of any I made inquiries of his standing at Waltham and I learned of no obligations there to any extent.

93. Did he leave means - property of any kind when he left in Massachussetts so far as you know.

Answer I only know from hearsay.

94. Why did you not take legal steps by your attachment process or otherwise to collect your debt after he had left the State?

Answer. There was two reasons. The first was I heard that all he did leave was covered by attachment the second reason was there is no advantage by attaching by reason of our Chancery laws one attachment is just as good

as any number.

95. Did you know when Charles W. Clapp left the State of Massachussetts and where he went to at the time that he left.

Answer. Not untill after he had left.

96. In your examination chief, you say that from Mr Johnsons remarks I understood there was ample means here to pay and if the testimony that he was in pursuit of could be such as to obtain the case that he had no doubt I could get my money. How did you understand him that you was to get your money - out of this cause pending here?

Answer. He said he didnt Know whether I could file in my claim or not but he had no doubt that I could get the money if the case went against him.

97. Was this remark of Johnsons made in your house at the time of the meeting spoken of by you.

Answer. Yes Sir.

98. Look on the paper exhibit A. and state whether you ever saw that paper before in Boston?

Answer. No Sir.

99. What paper was Mr Blanchard reading to you this morning when you were in his office about twelve a clock?

Answer. I don't remember that he was reading to me any paper.

100 Have you seen since you have been in Chicago now sir — the depositions given by yourself before Mr. Rice the Commissioner in Boston?

Answer No Sir.

101. Have you seen a copy of it?

Answer No Sir.

102. When was the first suggestion made to you about taking your testimony here now?

Answer. I think there was some remark made while I was in Mr. Blanchard's office, that he was going to subpoena me or something of that kind.

103. When was that remark made?

Answer. That was made to day.

104. What time to day?

Answer. I couldnt state the hour.

105. About what time?

Answer I think it must have been somewhere from one to two o clock.

106. Did Blanchard then know that you intended to leave this evening?

Answer. I told him I wanted to go home to night and I hoped he wouldnt do it.

107. When did you first notify them either Blanchard or Clapp that you intended to go this evening?

Answer. When I was in there to day.

108. Did they or either of them not know that you intended to leave as early as this evening?

Answer. I dont know how they should know it.

109. Had you not told either of them until to day that you expected to leave as early as to night?

Answer. I think not.

110. What business have you done in this city to day beside attending to this claim of yours.

Answer. I have had an interview with a Gentleman in relation to making arrangements for flour.

111 Had you had any correspondence with Marvin Blanchard - Albert Clapp or Charles W. Clapp touching your present visit to Chicago before you came here?

Answer. No Sir.

112 Was Albert Clapp or Marvin Blanchard or Charles W. Clapp cognizant of your coming here or of your intention to come.

Answer. No Sir.

113. What bargain promise, either expess or implied or inducement has been made to you touching this matter to bring you here and get your testimony.

Answer. None.

114. Have you seen Albert Clapp in Massachussetts since you saw Mr. Johnson there and before your present visit to this city.

Answer. No Sir.

115. Did you attempt to prove your thousand dollar claim under the attachment preceding against Charles M. Clapp when he left Massachussetts.

Answer. No Sir.

116. Why didnt you.

Answer. I saw no advantage in it?

117. Why not

Answer I understood that the attachment proceeding that was commenced would cover all he had. he had closed out the most of his effects there before the attachment was made.

118. What was the main business that brought you to Chicago at this present time?

Answer. I have been intending to come out here for some time.

119. What was the main business that brought you here.

Answer I had a general purpose.

Wm P. Olney.

Subscribed and sworn to
this 9th day of February
A.D. 1863. before me Ira Scott
Master in Chancery
of the Superior Court of Chicago

137

Superior Court
of Chicago
In Chancery

John A. Hart
Complainant
vs.
L. A. Weightman
alias C. Pr. Clapp -
Albert Clapp - Marine
Blanchard & others.

State of Illinois }
County of Cook } ss.

I, Ira Scott Master in Chancery of the Superior Court of Chicago do hereby certify that before the commencement of the Examination of the witnesses whose names are subscribed to the foregoing depositions they were each by me duly sworn according to law - and the same were subscribed and sworn to by said witnesses respectively before me at the times hereinbefore named - and that the foregoing are all the proofs taken before me on the part of the defendants in said cause.

Dated Chicago March 11th 1863

Ira Scott.

Master in Chancery of the Superior Court of Chicago.

J. S. March 11. 1863

139

John A Hart

Complt

vs

L A Weightman alias
C W Clapp, Albert Clapp,
Marvin Blanchard & others

Peter Sam a witness produced sworn and examined on the part of the Complainants deposes and says:

The witness being sworn on his voir dire in answer to interrogatories propounded by defendants Solicitor says:

1st Are you one of the complainants in a Chancery suit now pending in this Court entitled Chancery E. Tice, James Farmer, Silas Walton, Philip Scandlen and Peter Sam and Henry Eldred against the same defendants as in this case

Complainants Solicitor objects to above question on grounds that it is wholly irrelevant and incompetent to show

interest in this particular cause, that the two causes have nothing to do with each other,)

answer I am

2d (The defendants Solicitor objects to the witness testifying in this cause on the ground that he is interested in the event of this suit.)

Knott Have you any interest of any nature or kind whatever in the suit of Solon A Hart against L A Weightman & others this suit

answer No Sir

Examination in chief

1st Int State your name, age, residence and occupation, and do you know the parties

answer Peter Sams, am forty eight years of age, am a Coal dealer in this City, I know Hart the Complainant, I know defendant Weightman alias Clapp.

2d State if you were at any time a partner of this defendant Weightman if so, when and where and in what busi-

" mens-

answer I was- the fore part of the fall of 1861 in the coal business-

3d Q How long had you known Weightman before this time.

answer I knew him by sight before this and its about a year since I first knew him-

4th Q What name did he go by when you knew him here, and in what name did he do business-

answer He also went by the name of Lewis, " of Weightman

5th Q Have you seen him write his name frequently, and seen his handwriting-

answer a great many times-

6th Q Have you seen the signature of E H Blair to the answer filed in this cause

answer Yes Sir,

7th Q From your knowledge of the handwriting of this man Weightman do you think that the signature E H Blair appended to the answer in this cause is the genuine signature of said E A Weightman or is it forged

Defendants Solicitor objects to above question

on ground that of signature in question is not genuine this is not the way to show it and that question is immaterial and irrelant)

answer I think it is not his hand writing

8th Do you know about what time Z A Weightman left Chicago

answer Same time in December 1861. I think

9th How lately before he went away had you seen him last

answer I saw him the day before he went away

10th what occured between you and him at this time when you last saw him before he went away
(objected to as immaterial)

answer He agreed to pay me what he owed me or se, cure me at noon the next day, he told me to meet him at his house at that time, when he would pay me or secure me.

11th Did you go there that day

answer I went to his house and found it locked and

143 the goods gone out of the house

12th Did you ever see him in Chicago after that time

answer no sir

13th Did you endavar to find him here

answer yes, that same day I looked all over the City, could not find him and have never seen him since

14th Did you see any goods carried from Weightmans house that day.

answer I did, I saw Boughton his partner carrying them off under his arm

15th What was the amount of the debt that she owed you and how long had it been due

(objected to)

answer One hundred and seventy Dollars, it had been due a few days

16th Did you after his departure seek to find whether he left property here or not

(objected to as leading)

answer I did

17th What was the result, what did you find out

answer I found out after a while about these vessels

18th what other property did you find that he had left here

answer I found nothing else

19th Has Weightman ever been in Chicago ever since that you know

answer So far as I know personally he has never been here since

20th State what conversation there was between you and Weightman at the time you sold him this boat for which he was in debt to you

answer I saw him one day and he told me to come up the next day, that he wanted to buy two or three barges of coal, and then I went up and he wanted to buy Eight hundred Tons of Coal of me, he wanted some time on it, and I told him if he could show me where I could be safe for the amount of Coal, he could have the Eight

145

hundred Tons, he told me that he owed no man any thing and was good for all the debts he made - I wrote to my folks in Cleveland what he said, and he got some references and sent down to them, and they let him have the Coal

21st what knowledge had you of his intention to leave prior to the time that he went off

answer I had no knowledge of his intention to go away, he told me the day before that he had bought another vessel

22d How frequently did you see him just preceding his departure

answer once or twice a week

23d Had you ever learned from any source that he was settling up his business and about to go away from Chicago

answer no sir, but he told me that I need not tell Broughton any thing about it, that he intended to keep right on write me the next year and go on with the Coal business, this he told me the day before he left

146 Do you know personnally of any other indebted,
ness of his here or in Cleveland at the time
he went off.

(objected to)

answer I dont know personnally - except as to the in,
debtedness to Scandlen - and Abrams, I don't
know personnally of his indebtedness in Lakeside,
Land -

(Cross Examination)

1st Cross Int: What was the day when your debt became due,
what day was it.

answer I can't exactly tell now, I don't know when
the note was due, but he agreed to pay me
the day before he went away

2d what month was this!

answer December I think.

3d what makes you think it was December

answer why - that's the best of my knowledge

4th Dont you know that it was the last of January

answer no sir

147

5th Q. where did Weightman keep his office

answer he kept it on South water street, he had no office at this time to my knowledge

6th Q. when did he leave the office on South Water street

answer a few weeks before he went away, I can't tell exactly, because I did not pay any attention to it.

7th Q. How often did you see him after he left his office on South Water street

answer once or twice a week

8th Q. Did he have any office there

answer no sir, not to my recollection

9th Q. what was he doing

answer I don't know that he was doing any thing but playing Billiards.

10th Q. Do you know of your own knowledge, that he sent references to Cleveland

answer yes- I saw him put a card with references on into the letter and they sent up here

11th when did your partnership with Weightman be, gin

answer I think it was in October or November 1861.

12th was it while Weightman was a partner of Baughton

answer when he was in partnership with Baughton he was in partnership with me in the Coal business, & was to share the profits of the Coal with them-

13th You was not a partner in his general business was you?

answer no

14th where was this conversation between you and Weightman had and who else was present at the time-

answer no body present but him and me- it was on the corner of Dearborn street just this side of Kendalls Bakery-

15th Have you any other means of fixing the date of that conversation except him going away?

answer no sir

16th Have you any means of fixing the date of him going away?

answer not exact

17th Have you any means of telling what month it was

answer It was either December or January- I couldnt tell exactly whether December or January-

Direct

You have been asked when the debt for the Coal you sold to Weightman was due, answer that question fully

answer He promised to pay me right off when the Coal was sold, he then went and sold the Coal took the money and run away with it- I think the Coal was sold sometime in December, the first of December or before that time-

Peter Sam

150

Subscribed and sworn
to this 19th day of
December, A.D. 1862.
before me
Geo Scott
master in Chancery of
the Superior Court
of Chicago.

Philip Scandlen a witness produced sworn and examined on the part of the complainant deposes and says:

(The witness before his examination in chief being sworn on his voir dire says:

I am one of the complainants in the suit of Shaw, Ivory C. Tice vs Weigeltman and others pending in this Court. the defendants in said suit and this being the same.

(Defendants Solicitor objects to the examination of this witness in this suit on the ground of interest in the Event of this suit)

(Examination by Mr. Bates)

Have you any interest of any kind or nature in the Event of this suit.

13

157

answer no sir

(Examination in chief)

1st State your name, age, your business and whether you know the complainant John A Hart or the defendants L A Weightman, Albert Clapp, Marvin Blanchard or which of them

answer Philip Scandlen, age thirty four, business sea man. don't know complainant, I know defendants L A Weightman alias C W Clapp and Mr Blanchard.

2d State whether you were in the employment of Weightman at any time - in what capacity, and at what time and how long.

answer I was mate of the Schooner Argo the first year that he Weightman owned her in 1860, in 1861 I was master of the Palmetto owned by him.

3d Did you ever know him under any other name than L A Weightman

answer no sir

4th In what name did he do business all the time he was here

answer 2 A Weightman

5th State when you last saw Weightman, where you saw him and all the circumstances connected with that occasion-

answer I saw him on the night of the twenty fourth of January I think- it was the day that he gave me the Note and file in my case against him- I saw him upstairs that night in Captain Abrams apartment, Captain Abrams and I lived in the same house, he upstairs and I down stairs- he told me that he wanted to settle with me so that the people who bought the vessels would be satisfied- then he told me that he gave Captain Abrams the deeds as security for his Abrams debt, and he told me to come over next day and he would have mine secured any way to satisfy me- I went over to Weightman's house the next day where he was living and went into the house, and found the things partly gone and the rest they were packing up to remove- I did not find Weightman or any of his family there but a servant girl-

5 when did you next see Weightman and where,

answer I have never seen him since- except that night

153 after he gave me his note he came down into my apartment and he agreed to go and see the parties that owned the Brig Seymour and try to buy her for me and came to sail for him the next season, and he took down the address of the parties who owned the Seymour and then went out, I followed him out to the fence – he told me to look all over, and any vessel I could find he would buy her if it suited

6th what was the note that he gave you for

answer For services on board the Schooner Palmetto as master

7th what did you give him in return

answer a receipt to clear the vessel

8th why did he want the vessel cleared of your debt

answer to satisfy the parties who had bought her – he had sold her previously –

9th what knowledge had you of Weightman's intentions to leave Chicago before he did go –

answer He told me his family was going East and he was going to accompany them part of the way and then came back, and he was going to set up an office somewhere about Lake Street bridge

10th what did he say that might about securing your debt when you came over the next day

answer He told me to come over to his house and he would have it secured any way to satisfy me

11th Do you know of any property he left here

answer nothing at all excepting these Mortgages and notes

12th what did you do to ascertain about his property

answer Weightman told us that he bought the Schooner International - I went to Mr: Sturges to ascertain, I employed an Attorney to attack his things

13th State what was the result of all your efforts to find property

answer I found nothing except these notes & Mortgages

14th How long before that he went away did you know of his intention to go

155

answer a month or six weeks I don't exactly remember the time, he said he was going with his family and would return -

15th Did any body ever offer to pay or secure your debt after he had gone away

answer no sir

16th Did Mr. Blanchard ever offer to pay or secure your debt

answer no sir, Mr. Blanchard asked me what I would take for my claim, I told him three hundred Dollars Cash - he said that if we had kept still we would have got our money -

17th who was with you at the time you went to Weightman's house that day

answer Captain Abrams

18th Did you pick up any thing at the house at that time

answer I picked up some books and among the rest this blank Bank book with the name of L A Weightman in his hand writing endorsed on it

16156

19th Do you know any thing of Weightman's conversion with the Church while in this City if so what was it

(objected to)

answer He told me he sung in the Choir in Mr. Hoyts Choir

(Cross Examination)

1st cross int State what I said in relation to your getting your pay of Weightman, state all that was said except what you have already stated was said at that time

answer I don't recollect all the conversation - the main point of it was that if we had kept still we would have got our money without any trouble and not told others -

2d Do you remember that I told you that Weightman had sent word to you - which ought to have reached you that he Weightman had arranged the means to pay your debt?

answer no sir

Philip Scandlen

Subscribed and Sworn
to this 19th day of
December A.D. 1862 -
before me

Ira Scott
master in Chancery of the
Superior Court of Chicago

157

Peter Abraham a witness produced sworn and examined on the part of the complainant deposes and says

1st Int. State your name, age, residence and occupation

answer Peter Abraham, age thirty seven, reside in Chicago, am master of a vessel

2d. Do you know L A Weightman alias C W Clapp and Marvin Blanchard and Philip Scandlen

answer Yes

3d. were you ever in the employ of L A Weightman- if so, when, how long and in what employment

answer I was in 1860 and 1861. master in one of his vessels - in 1860 the Schooner Inga and also in 1861.

4th Under what name did he do business those two years

answer L A Weightman

5th Did you ever know him by any other name until he left here

Answer no sir

6th State when you last saw Weightman in Chicago where you saw him and all the circumstances that occured at that time

Answer I saw Weightman on the twenty fourth of January last in my house, he gave me a Deed of a house and lot in Sheboygen in the State of Wisconsin as security for services as master on board the Schooner Argo for 1860 and 1861. amounting to six hundred and thirty seven Dollars - I gave him a receipt to clear the vessel to satisfy the parties who had bought her from him, and he told me that he would give me interest on the money that was due me until the next season 1862, that he had bought the Schooner International and he wanted to use the money due to me to make the first payment - that I should be master of that Schooner for the next season, that he would settle up with me for this security in the summer of 1862 - that's the last I saw of him, at this time he gave Scandlon his note for services on the Palmetto and told him to come over to his house the next day, and he would secure it to his satisfaction - Scandlon and I went to Weight

I mans house the next morning but could not find him - we found part of his things gone, and part of them there, and the servant girl was packing up some of the things - no one was in the house except the servant girl

7th Have you ever seen Weightman since?

answer no sir

8th Has he ever been in Chicago since to your knowledge?

answer no sir

9th Had you any knowledge previous to the day that you were there at his house that Weightman was going to leave Chicago permanently

answer no sir, he told me some time before that his family was going East - he said nothing about going himself -

10th How often had you met him during the fall months after you laid up ~~xxxxxxx~~ your vessel down to the time he left

answer Twice or thice times a week - He came to

my house three or four times and also to Seaman Allens

11th after he had gone, did you make efforts to learn where he went to

answer yes sir

12th what was the result of those efforts

answer I could not find out

13th Do you know where he has been since that time

answer no sir, I have never been able to find out where he was

14th what efforts did you make to ascertain whether he left any property behind him or not

answer I went to the Custom house and found a Mortgage on the Hugo and also on the Palmetto

15th Before you found those Mortgages at the Custom house what efforts did you make to find property of his

161

answer I did not make any - but afterwards I employed Mr: Ray

16th was any part of this balance that he owed you, for any thing, except services as master of his vessel

answer no sir

17th Did any body ever offer to pay or secure this debt to you after he had gone

(objected to)

answer no sir, except Mr: Blanchard sent me word to come and see him, I went, he told me that if I dropped the suit may be I would get my money without suing and if I did sue I would not get it, and he said that Weightman would come back - Mr: Blanchard said he could find him if he wanted to in a short time - in a month or two he said

18th when was this

answer last spring

(Cross Examination)

1st Cross Ext: Can you state all the conversation that was had between you and Mr. Blanchard in relation to yours being paid.

answer I think that is all the conversation we had that I have stated.

2d Did not he state that to be his opinion or that he was told you would get your pay

answer He said he had or had seen a letter, I am not certain which, which stated that I would get my pay without doing something of that kind

3d Did not you say that you could find him yourself.

answer I said if I had time to look for him may be I could find him myself.

4th what was said about his having gone East

answer I don't recollect any thing about it.

Direct

Did you pick up any articles at Weightman's house, when you were there on the twenty fifth

of January

answer I picked up some books, and Mr. Candlen picked up a pocket book, in which was written the name of C H Clapp- (objected to)

Peter Abraham

Subscribed and sworn to
this 19th day of December
A.D. 1862. before me
Ira Scott
master in Chancery of the
Superior Court of Chicago-

(adjourned by consent to Decbr 24th 1862. at 9 a.m.
1862- Dcbr 24- parties appeared pursuant to adjournment)

Charles B Southard a witness produced sworn and examined on the part of the complainant deposed and says:

1st State your name, age, residence, and occupation

answer my name is Charles B Southard, age twenty three, residence Chicago, am a Liquor Dealer

2d State if you know personally a man who passed by the name of L H Weightman, and if so, state when and where you knew him, and all the circumstances connected with it

answer I Knew a man by the name of Weightman, his cristian name I can't state, he had one hand smashed up, the one that I Knew - The first time I was introduced to him was in Boston in the latter part of June or first part of July 1860. I was introduced to him by a young man by the name of Evans, he was introduced to me under the name of Weightman - Weightman said that he had bought some vessels either in Chicago or Milwaukee I don't remember which, that he was going to make his headquarters in Chicago, and I think he told me his office would be on Randolph street -

3d when did you next see him and where

answer it was I think the last days of July at Pittsfield massachusetts, he got on board the train somewhere from nine to ten Clock at night, he came on as far as Detroit with me

4th after your return to Chicago did you meet him here in Chicago from time to time, if so in what particular places did you meet him and how intimate was your acquaintance with him

answer yes sir, I used to meet him quite often at Otis Fields Billiard rooms and at Brunswick Billiard

165 Hall. I used to play Billiards with him - at the end of the month I used to meet him two or three times a week in those places - I was well acquainted with him

5th what was the last time and the last place that you ever saw Weightman in this City -

answer I think the last time I ever saw him was about a year ago, I saw him in Dickinson's office

6th Had you any Knowledge at any time from him previous to his going away, that he was going to leave Chicago or that he intended to leave Chicago -

answer no sir

8th when did you first learn that he had left Chicago

answer perhaps February or March 1862 -

9th How did you first learn that he had left Chicago

answer I think Mr. Sam told me

10th about how frequently had you met this Weightman at these various Billiard rooms in the months of December 1861.

answer I met him three or four times a week.

11th at what place was it you met him

answer at Brunswick Billiard rooms

(Cross Examination)

1st Cross Do you know what business he followed while here of your own knowledge.

answer He told me once in the store that a man by the name of Boughton and himself had opened a lumber commission office on River street

2d Did you frequent his office

answer no sir, I called once where he told me to call, and they, said they did not know him

3d Did you ever meet him at his house

answer no sir,

Charles P Southard

167

Subscribed and sworn to
before me this 24th day of
December A.D. 1862.

Ira Scott
master in Chancery of the
Superior Court of Chicago

Mary Nagle a witness produced sworn and examined on the part of the complainant deposes and says:

1st Int: State your name, age and residence

answer: my name is Mary Nagle, I reside in Chicago, am twenty and upwards

2d: where did you reside in the months of January and December a year ago

answer: at Mr. Weightman's number 394 Clark street

3d: Do you know what Mr. Weightman's first name was

answer: I heard his wife call him Hugh one day that's all I know

4th: What did his family consist of

answer He had a wife and one child

5th Did you see Captain Scandlen at Weightman's house the day that they went off

answer I did

6th who was with him at that time

answer Captain Abraham

7th Please state to the Commissioner all the circum-
-stances within your personal knowledge as to the time when, and the manner in which Weight-
-man left Chicago

answer It was in January the last part of the month and was on Saturday, and they did not commen-
-ce breaking up housekeeping until the night before they went away

8th State all that occured that night and the next morning

answer I was in the parlor that night and Weightman had money, Bank bills, he had it tied up in his pocket handkerchief - Mr. Boughton was present and pinned it up for him - the bills were tied

169 up in a handkerchief and dropped out of one car,
riage, and I saw that the bills were fastened with
a paper clasp.

9th How long before this night did you know they
were going

answer I did not know it before that night, I knew
that his wife was going

10th Did you hear him say any thing that night
about his going away

answer I did not hear him say any thing about going.
he told me in the morning that if any one cal,
led for him, to say that he had gone East
with his wife.

11th what was done with the furniture in the house
that night or in the morning before they went a,
way.

answer at night they packed up the crockery and Beds
and their own clothes, and I packed up the carpets
and some cooking dishes about the stove in the
morning

12th what became of this furniture when you left the
house

answer I left the house with the furniture there and Mrs Boughton it

13th What time in the morning did they go

answer Between four and five, before day light, the family all went

14th When did they settle with you for your wages

(objected to)

answer the night before

15th Did you any knowledge until you settled up with them that night, that they were all going

answer no sir

16th Did you receive directions in the morning about changing your shoes, state what occured that morning about your shoes

(objected to as leading)

answer I did, Mrs Weightman came out of her bed room and brought a pair of slippers - she told me to put them on, and so I did - Weightman at this time was in the bedroom from which she

came

171

17th Q. For what purpose did you put on these slippers

answer A. As not to make a noise, so that people would not hear me

18th Q. Did any persons call during that day to inquire for Mr. Weightman

answer A. Mr. Woodbridge called to inquire for him besides Captain Scandlen and Captain Abraham

(Cross Examination)

1st Cross Ext Q. Was Mr. Weightman in the habit of telling you his business.

answer A. no sir

Mary Nagle

Subscribed and sworn to this 24th day of December. A.D. 1862. before me

Ira Scott

master in Chancery of the Superior Court of Chicago

1862. Feby 6. Parties appeared by their Solicitors

John L Hoyt a witness produced sworn and examined on the part of the Complainant deposes and says:

1st Int: State your name, age, residence and occupation

answer my name is John L Hoyt, Alderman of the City of Chicago, occupation, Merchant

2d Did you know in this City during the years 1860 and 1861 a man who passed by the name of L A Weightman

answer I did

3d when did you first know him, how did you first came to know him, and in what business was he then engaged.

answer I think I first became acquainted with him in the spring of 1860. I had charge of a Choir in St. Pauls first Universalist Church in this City, and was one of the Trustees, and wanted a tenor singer for the Choir, he introduced himself to me as L A Weightman and wished a situation in the Choir. he stated that he owned a vessel and was in the wood trade, he stated afterwards that he owned two, I enquired of him where he came from, and he said from Boston

173 and that he had sung in Bulfinch Street Church. I gave him a situation, and he sang for me about a year, for which I paid him a hundred Dollars

4th During that year that you speak of, did he apply to you for permission to refer to you in business matters, to use your name for a reference

(Objected to as leading)

answer Yes sir

5th What did you say upon this application

answer During this time I was acquainted with him, I was quite intimate with him, and I told him that he could use our name, and I would say to people if they made inquiry of me in regard to him, that I considered him a straight forward honorable young man, and would do no doubt as he agreed in matters of business — and as to his responsibility financially that I knew nothing about it, except what he told me himself, that he owned this vessel or vessels, which were nearly paid for.

8th When did you first learn that his real name was not Weightman — how did you learn it

and what were all the circumstances connected with it-

answer I should think it was probably six or eight months after I became acquainted with him that Mr= Leander I think J H Leander told me that his name was not Weightman- that Weightman was an assumed name- my impression is that I spoke to him on the subject at my house in the presence of his wife and my wife- my wife asked his wife, why he assumed this name, when his real name was Blapp, she stated that it was so, that his name was Blapp, but that Weightman could explain the matter better than she could- I spoke to him about it at this same time, asked him the reason, what it meant or something like that, and he rather wanted to evade the answer saying that he had some trouble East in some matters, and that he would explain the matter fully at some other time if I wanted to know- he seemed very much confused and troubled about the matter-

7th Q Did he ever give you any satisfactory explanation if so what was it

answer not any

(Cross Examination)

175

Mr Rhodes Dist Did you ever have any conversation with Weight, a man prior to his leaving Chicago in relation to his leaving

answer I don't think I ever did

2d Do you remember of discussing the matter with him and remarking in substance that he was foolish in leaving Chicago

answer I think a long time previous to his leaving he spoke something about he didn't know but he should go to St. Louis, and I said to him as I would say to any one that Chicago was the best place for a young man, and I thought he was foolish to go, or something like that - I think this was previous however to my knowing that he was going under an assumed name.

3d May not this have been in reference to his leaving to go East

answer no sir

4th were you aware of the intentions of his family to leave Chicago, prior to the time they left

answer no sir

5th were you conversant with his business during the time he was here

answer considerably so, he made himself quite intimate with me during all the time that he was here-

6th were you as intimate with Weightman after you learned his real name as you had been before

answer no sir

7th was your family aware that Weightman and his family were designing to leave Chicago

answer no sir, they had not the most distant idea of it- his wife visited my family and spent the evening there not over twenty four or forty eight hours before they left

John L Hoyt

Subscribed and sworn
to this Sixth day of
February, A.D. 1863.
before me

Chas Scott
master in Chancery of
the Superior Court
of Chicago

177 Warren E Johnson a witness produced, sworn and examined on the part of the complainant depo-ses and says:

1st Int: State your name, age, residence and occupation

answer Warren E Johnson, age twenty nine, residence Chicago, acting Deputy United States Marshal

2d Do you know L S Weightman alias C W Clapp, if so how long have you known him, where did you know him, and under what circumstances -

answer I did, I knew him when he went by the name of Clapp, for that was his right name, in Sharon, Norfolk County, Massachusetts, I think about the year 1847 or 1848 - when we were both school boys - was acquainted with him up to 1854 - I then came west, did not see him again until the Spring of 1861 - I then met him in the Chicago Post office there - I spoke to him and called him Charley W Clapp - he told me to keep still and raised his hand at the same time, said he didn't go by that name, and didn't want me to speak loud so that any one could hear me call him, that I then made an appointment to meet him two or three days after, but did not believe for about ten days, I went out in the country

on business-

3d When you met him by appointment what occurred, what did he say to you, what explanation did he make to you about his change of name-

answer He stated to take a ride up the South Branch with a horse and buggy, and he told me that he had difficulty with his wife, that she thought more of some other man than she did of him, and that he left her never intending to live with her again, also that he failed in business there and owed some debts and began to explain what they were - but some one from the Marshall's office stopped us in the street and wanted me to serve a paper - and he said he would explain it more fully some other time, when I got out of the buggy-

4th Did he ever make any other or more full explanation of his stopping here under this fictitious name-

answer He never did, except one time, he told me that one of his old creditors was on here, a man by the name of Tenney, that he had offered

179 him twenty five Cents on the Dollar, and Tenney had refused to receive it — he then made an appointment with Tenney to meet him the next day, but never went near him —

5th During the time that he lived here in Chica, go did he board with you, and if so when, and who boarded with him if any body — how long, and when and where, and all about it —

answer He did board with me, commenced about the tenth or fifteenth of May 1861 — himself and wife and little boy — he boarded with me between six and seven weeks or until he went to Bee, ping Island —

6th What your relations with him from the ti, me that you first saw him, down to the time that he left Chicago —

answer We were very intimate, I used to see him about every day for the first five months or, til about the twenty sixth of October in the fall of 1861 unless it was days when I was out of town, or he was. I was at his office very near every day —

7th What business was he engaged in during this

period of time

answer Vessel Broker, and wood and lumber Commission Merchant

8th What do you know about his having any property at this time

answer He told me that when he came here in the winter of 1859 or 1860- in early spring, I forgot which it was he told me, I think it was in the winter- he said he had about seven hundred Dollars- that he bought two vessels the Argo and Palmetto, that he was to pay four thousand five hundred for the two- twenty five hundred for one, he paid five hundred Dollars both on one, and got the other all on time, that they paid for themselves in the spring, summer and fall of the season of 1860- to within seven hundred Dollars, that is the full amount of the purchase money for, my five hundred- that they cleared some thirty eight hundred Dollars- that he had made about seven to eight hundred Dollars in outside speculations-

9th Did any thing occur to change your relations with him while he remained here

answer 181 Never did, and I don't know that there ever has

10th What do you know about him leaving this City, about the time, and manner in which he went away from here

answer I dont know any thing about him leaving, I met him about the Eleventh of January 1862, he said he would lend me some money the thirteenth, I had a small note to pay - the thirteenth in the forenoon along about eleven or twelve o'clock I went to find him and couldn't, I found his house locked up, fastened, where he had been living -

11th Did you ever see him afterwards in this City

answer no Sir

12th How were your business matters when he left between yourself and him

answer about square

13th Do you know one Albert Clapp

answer I did know him in Massachusetts before

182 I left there, that is I had been a good many times -

14th What relationship was he to this Albert Clapp

answer The brothers of Charles and Charles himself claimed him as their uncle

15th What business if any was Albert Clapp engaged in when you came from Massachusetts in 1854 -

answer I know from Charles W Clapp's saying that he Albert was in the mercantile business in Boston, he afterwards told me that he failed

(answer objected to)

16th Have you been within the last two months in Massachusetts

answer I have

17th Did you see Charles Clapp or Albert Clapp there -

answer I saw Charles W Clapp, but not Albert, I saw him at Worcester

183

18th Did you visit Salem

answer Yes Sir

19th Whilst in Salem what efforts if any did you make to ascertain the solvency, the pecuniary responsibility and the condition as to the property of Albert Blaze

(objected to)

answer I enquired of several persons that knew him among others where he traded, done his trading for his family - and searched the records of the county, I couldn't find any property in his name, I could not find out that he had any property

20th What knowledge had you of Charles F Blaze's leaving this City before he finally went, if any

answer He told me at one time when some of his creditors from the East were punching him a little, that if they didn't keep still, or was bound to force him, that he should go to California, and if he went he should take me, money with him.

(Cross Examination)

1st Cross Q Where did you live in Massachusetts up

to the time that you came west

answer Sharon Norfolk county, I lived there twenty one years

2d Did you own any property there

answer yes sir

3d What was it

answer a house and lot

4th In what business was you engaged

answer I was engaged in the Boot business, in working and making boots, I was not in business for myself-

5th Did you ever do business there on your own account

answer no sir

6th Did you ever engage in any speculations while there-

answer yes, I sold my house and lot and bought a patent right, and got swindled out of most of my

185 money I paid on it

7th at the time you left, was you owing any debts

answer no

8th Are you owing any there now
(question objected to)

answer I did owe about seventy eight Dollars and do now

9th While you was in Massachusetts did you have any business difficulty with Charles H Clapp

X answer no sir, nor no difficulty of any kind - business or otherwise - we used to go to ride together in parties -

10th In your direct examination you have stated several conversations between yourself and Charles H Clapp, have you given the full conversations in the exact language in which they severally were had -

answer I think I have as near as one man can re, peat what another has said - at least as near as I can

11th May you not at this distance of time have forgotten certain portions of said conversations

answer As I possible I have, but I dont think I have.

12th were there not many other things talked of at the times and places said conversations took place

answer There was at the first in the Post office - it having been several years since I saw him we talked of almost every thing we could think of, at the second interview when I went riding with him I dont think any thing was said except what I have stated - at the other times there probably was other matters talked over -

13th Would it be possible for you now if called upon to give even the substance of these conversations in the order and at the times that they occured - these other matters I refer to

answer We probably met two or three hundred times and perhaps more, and I don't think I could state every thing we said - I could not the particular days date of the month of conversations that I had with him in relation to wood, lumber, bark and all kinds of merchantable property that men usually

deal in, we talked about every thing, and all kinds of speculations that we thought of.

14th Q. In relation to the subject matter of these conversations with Weightman have you had frequent conversations with other parties.

answer No sir, except once with Mr. Bates, he came to me and wanted to know what I knew, before I knew that any suit was commenced, I told him just as I have stated to day, he then said he would have to get my affidavit, or something like that. the conversation with Mr. Bates was in the United States Court room.

15th Q. Who employed you to go to Massachusetts lately. for what purpose did you go. how much was you paid therefor, and how much are you to receive and by whom

answer I was employed by Messrs. Bates & Towsley and received seventy five Dollars, that's all I expect to receive, and all I charged them. I went to look up and see if I could find witnesses as to Charles Blaffe leaving there and his insolvency. as I had read his answer here on file in one of the Courts

16th Q. How came you to read that answer and to be

employed for that purpose.

answer Mr. Bates said there was a bill on file there and wanted me to read it - after I read I told him that I had written East, and received letters that didn't correspond with that answer, he then saw, sted to employ me and done so without a word to price, as I wanted to go down there to see my friends and had not been down since 1855.

17th Have you ever been employed on such service before, since you have been in Chicago by any body else

answer I have not

18th Are you at the present time employed on such service by any body else

answer no

19th Did you state while East to any of the witnes, sed, that it was a part of your business going about the Country, finding and looking up proof for different parties engaged in litigations

answer No sir, I stated to some of them that when I was to home I acted as a Deputy United Sta, ted Marshal and frequently went out in the Coun,

189

try and arrested persons, and expected to go to Tennessee -

20th Did you see R S Rantoul of Salem Massachu, setts while you was there and how often -

answer I did, I saw him once about fifteen minutes before I left town on the card, and only saw him from perhaps two to five minutes

21st Did you or any one else employ said Rantoul to take the depositions of Luther Blapp in this case

answer I did not and I don't know that any one else did, I asked him of he would act as Commissioner if a Commission was sent to him, he said he would, that's all that was said -

22d Did you see B F Rice in Boston

answer I did

23d For what purpose did you see him

answer I saw him, I did not know any one there, Mr. Bates & Dudley wanted some good attorney to act as Commissioner, and he asked me a long time before I went, if I knew of any one, I told him

190 I did not, I enquired there of one Pitchcock a member of the firm of Potter, Pitchcock & Co Boot & Shoe house on Pearl street Boston- who would be a good man, would attend to business, he went up and introduced me to this B F Rice, I asked him if he would act as Commissioner, he said he would-

24th Did you tell either Rice or Rantoul any thing about this case

answer I think I told Rice something about it, I know I did

25th What was said or done by you to said Commissioners to enlist their services in behalf of complainants in this case

answer Not any thing

26th How much were they to receive as compensation for their services

answer Nothing was said to Mr: Rantoul about services or pay, it was not mentioned- Mr= Rice was to receive what the laws of the State of Illinois allowed him, he asked me how much that was, and I told him I didn't know how much it was, what

191 the law was.

27th Who engaged the witnesses to appear before Mr. Rice

answer I asked them if they would appear, they said they would, there was P F Boyden, a man by the name of Houghton at Newton, and a carpenter at Newton by the name of Stone, a man by the name of Tenney, a man by the name of Fisk, a man by the name of Emerson, a man by the name Wiswell I think

28th What conversations did you have if any with these witnesses

(objected to as wholly irrelevant and incompetent)

answer We had conversations about both of the alleged

29th Did you hold out any inducement yourself to these witnesses, or any of them, to assist the complainants in helping them to win this case

answer no sir- there was one man Tenney wanted to know if he could file his claim in to secure his money, I told him I did not think he could, I thought it was all taken up, and if it wasn't I thought the law would not allow him to, that he would have to sue where the debt was con-

192 Contracted

30 You went to Massachusetts did you for the purpose of getting proof in this case

answer I went to see if I could find any one that Blagg owed, and to have a visit myself

(Direct Examination resumed)

21st Direct Q All the services performed by you in going to Massachusetts, how much do you say you were paid

answer Seventy five Dollars

22d Q Have you any expectation, promise or hope of any further payment

answer No sir, I have given a receipt in full, at the time I went there was nothing said, and when I came back I took in my bill, and they gave me a check on the Bank.

23d Q Have you stated substantially and in the words of Weightman the conversations had between you and him in the Post office on your first meeting and also at the time you were riding out, as to his using a fictitious name-

193
answer Yes Sir, I think I have used the exact words, for I know it surprised me wonderfully -

24th In your answer to the 28th cross Interrogatory you stated that you had conversations with the witnesses in Massachusetts about both the Clapps - what did they say first about Albert Clapp and second about Charles F Clapp

(Question objected to - the defendant Solicitor stating that said 28th Cross Interrogatory simply inquired about conversations without calling for them)

answer They said Albert Clapp had'nt any property, and that they were both dishonest - they said Charles Clapp ran away from there between two days, that's what Fisk the Sheriff told me -

(Cross examination resumed)

31st Cross Int State now all that you said to those witnesses, used in relation to this suit and their tests, & many

answer The different witnesses, I went to them, and inquired of them if they knew Charles Clapp or Albert Clapp, as I might be inquiring about sometimes both, and found out all they knew about them, and I would set it down on a piece of paper, so that I would know what each one said, I then told them, that there were proceedings here against him & A Clapp for

54

194 debts, and those that I was asking about Albert Blaps I would say to them, that he claimed the money that was in Court.

32d Did you endeavor to give them a general knowledge of this case

answer Not until after I had found out all they knew and set it down, and then not a general knowledge, told them the main feature of the case in answer to their inquiries.

Warren E Johnson

Subscribed and sworn to this Sixth day of February A.D. 1863, before me

Chas Scott
Master in Chancery of the Superior Court of Chicago.

1863. Febry 12. Parties appeared by their Solicitors

Henry W Chamberlain a witness produced sworn and examined on the part of the Complainant deposes and says:

1st Int: State your name, age, residence, and occupation

answer Henry W Chamberlain, age forty seven, residence Chicago, occupation Merchant

2d State whether you know Edward Baughton, who was a former partner of Weightman

answer I knew him when he was a boy and have seen

55

195 him here, I think at the time he was with Weight,
man, they were in the office together there on
Water Street, it seems to me they were about
dissolving partnership

3d State what you know from Mr. Boughton himself, as to his condition with reference to his property, and also as to Weightman's condition as to his property at or about the time that Boughton had went into the army, and Weight, man had left here

(objected to as any thing that Mr. Boughton might have said is not binding on the defendants or any of them, and that the question calls for hearsay testimony)

answer I called on Mr. Boughton at Camp Douglas to get advice whether I should buy a certain note that Mr. Ham had against Weightman and Boughton, he said that it was for Mr. Weight, man to pay, and I had not better buy it unless I could buy it for a mere nominal sum. I can't say that he told me that he Boughton had got any thing, or had not any thing, I inferred that he had nothing. I said to him that his name was to the note, and I think he said that if I bought it, I could not collect it. he said that it was arranged between

him and Weightman, that it was for Weightman to pay.

(Cross Examination)

1st Cross Int answer Said he joined the army at this time He was in Camp at Camp Douglas, was Captain of Boughton's Battery

Subscribed and sworn to this 12th day of February A. D. 1863 - before me

Ira Scott
master in Chancery of the Superior Court of Chicago.

H W Chamberlain

1863. Feby 14 Parties appeared by their Solicitors

Peter Abraham being recalled on the part of the complainant deposes and says:

1st State what if any thing Q. P. Weightman told you, ~~###~~ as to the condition of Edward Boughton as to property

(Defendants Solicitor objects to the further examination of this witness on the ground that the witness has been examined in chief and can not be recalled to testify as to new matter, and also that any thing Weightman may have

197

said, is not binding upon the other defendants)

answer after Broughton failed in January 1862, Weightman told me, that he was going to open an office nigh Black Street bridge alone, he said that Broughton had failed, and was not worth any thing, had no property

(Cross examination)

1st Cross Int You say after Broughton failed, what do you mean by that

answer I mean that he failed in business

2d answer Do you know that he failed in business

Weightman told me he had, after he dissolved partnership-

3d " answer Is that all you know about it

yes.

Peter Abraham

Subscribed and sworn to this 14th day of February A.D. 1863-

before me

Isaac Scott

Master in Chancery of the Superior Court of Chicago-

Warren C Johnson being recalled for the Complainant deposes and says:-

1st Did Mrs William P Tenney state to you in Boston, whether Charles H Clapp had made any offer here in Chicago to pay him the Thousand Dollar

198 debt, if so, state what Tenney said that offer was

(objected to as leading)

answer He stated to me that he made an offer here to him, and I think it was under thirty five Cents from twenty five to thirty five, I know it was very small, but will not be positive to the amount, and he Blapp agreed to meet Tenney the next day and Tenney could not find Blapp afterwards in the City -

2d Did mr. William P Tenney state to you in Do, stan in his own house any thing about the condi, tion of Charles H Blapp as to his solvency or in, solvency at the time Blapp left Massachusetts, if he said any thing to you, state what he did say -

answer He said that when he let him have the thou, sand Dollars he didn't suppose that he owed any debts, but when he was out at Waltham he found out that he owed other persons

3d On that conversation between Tenney and your, self in his house in Boston, did you say to him, that if you could get the evidence that you was in pursuit of, that there was abun, dance of means here to pay his Tenney's thousand Dollar debt, or any such thing in sub, stance

(objected to as leading)

199

answer No sir, I told him that I had got evidence as to Blapp owing debts when he left there, and as to his thousand Dollars I didn't know whether there would be any means left here or not, that if there was, I didn't know that he could sue here - I didn't think he could, as the debt was contracted there, I thought he would have to sue it there, both parties living in that State -

4th What if any thing did William P Tenney say to you on that occasion was the reason, why he did not take any steps to collect his thousand Dollar claim of Charles F Blapp, after you had told him that Charles F Blapp was then living in Worcester

answer He told me that when he went out to Walt-ham Blapp was not there, I don't think he gave me any reason

5th In the conversation referred to, did Tenney say any thing to you about his own condition or about his being in Chancery

answer I think not, I don't recollect that he did

6th Did not Mr. Tenney in Boston at the time of the conversation give you a particular history of the manner and circumstances under which he advanced Charles F Blapp one thousand Dollars -

answer Yes sir, he did at his house

7th Did you or did you not reduce that statement of Tenney's to writing there or soon afterwards

answer I did, in less than half an hour

8th What did you do with that writing

answer I mailed it to Myers Bates & Tenney

9th Was any thing said between you and Mr Tenney at the time of conversation about his Tenney's signing this written statement which you was to make, signing it or certifying to it in any way

answer There was, he said he would sign it, and make affidavit to what he had told me if I wanted him to, I told him I didn't think it would be necessary to make affidavit to it, that signing it would be sufficient.

10th Did you return to his house, or endevor to get his signature to this paper, if so, where and when, and what happened

answer I did, I called a day or two afterwards, and he wasn't at home. It was the day I sent the statement to Bates & Tenney - it was Sunday that I called, he said he was a Spiritualist and could do business as well Sunday, as any other day

11th Look on the paper marked Exhibit B. now handed you, and state what it is, and all about it, state if that is the paper which you wrote

61

201 immediately after your interview with him

answer This is the paper that I wrote, it's a Memoran-
"dum of what he told me in his house in Pa-
"ston, this was written within half an hour
after he told me - I went out of his house
and went down to the Bramfield house where
I was boarding and sat right down and made
this out - I made it out for him signing, he
gave me these facts, he repeated them to me
two or three times, and the Sunday that I a-
"greed to call on him, I called and he was'nt
at home

12th Q Having refreshed your memory by reference
to the Exhibit offered, what do you say as to
the correctness of that written statement of what
he had repeated to you in his house; and
offered to sign and swear to

answer I say it is correct, just as he told me

(Cross Examination)

1st Cross Q How long did that interview spoken of bet-
"ween you and Tenney last -

answer I should think between him and his daughter,
a young lady, it lasted an hour to an hour
and a quarter, talking about this matter and
war and Spiritualism

2d Q who was present at that interview

answer When we was talking about this matter, I don't think there was any one, his daughter came to the door and showed me into the parlor, and then went and called her father- she then left, I talked with him some time, and said I was going to Salem I think, that night or in the morning, he then stepped to the door and called his daughter to bring the paper to show what time the train left-

3d You say this statement Exhibit B- is correct to you

answer I do, as near as one man, can repeat the language of another-

4th You say it is all correct, do you not

answer I say all the facts are

5th Is one portion as correct as another in this statement-

answer It is to what Tenney said

6th Is one part of it as liable to be wrong as another

answer I should think it was

7th Does it contain his exact language, or language of your own

answer His exact language as near as I could repeat it

8th Does it contain all that he said relative to the subjects mentioned in this paper on the face

answer no, he said some other things about helping using other folks money- but that's all he said about his thousand Dollars, that's the transaction as he repeated it to me, before I left his house after

203

his talking with me, after his telling me that, we'd talked it over and made it as short as possible, the statement that he would sign of the facts

9th Did he ever see this statement

answer I don't know, he did not in Boston, whether he had seen it here or not, I don't know.

10th You remember conversations very accurately don't you Mr: Johnson

answer I do. when I am trying to impress any thing upon my mind like that, or what any man says he will swear to, and I set it down at least thirty minutes

11th Is it possible that you misunderstood or didn't remember any portion of what Mr: Tenney said he would certify to, or any other conversation that you in your direct or cross examinations have testified to.

answer I don't think what Mr: Tenney told me I could be mistaken in, as he repeated it to me several times, and I reduced it to writing so shortly afterwards, but don't think I could answer every question in my former examinations and cross examination just in the same words I did there

12th Have you read this statement over since you sat at this table

answer I have

13th Now ask you to make this statement to the master without looking at the statement contained

in this paper

answer Mr: Tenney said that G W Blapp came to him in November 1860 - wanted to borrow one thousand Dollars to go into the Paint and Oil business to buy Paints and Oils with, after some conversation he let him have the one thousand Dollars, went and saw Mr: Blapp, buy his ticket for New York, went to the Depôt with him, and saw him off - that Mr: Blapp went out a few miles on the road and got off, and went across to Waltham, that Blapp agreed to write him, after waiting a week he became uneasy - didn't get any letter, he went out to Waltham to see about the thing, and learned that Mr= Blapp was there when he got off the train, but seeing him, left - he tried to find him, but could not, that's more as I recollect it from his conversation now, than from that paper -

14th Were you as liable to mistake Mr= Tenney at the time you wrote Exhibit B - as you now are to mistake Exhibit B -

answer No sir, I think not, for it was fresh in my mind at the time I made this statement in writing

Warren E Johnson

Subscribed and sworn to this 28th day of February, A D. 1863.

Before me
Chas Scott
master in chancery of
the Superior Court
of Chicago

I William P Tenney of Boston do hereby certify, that I knew Charles W Clapp of Waltham, that about the month of November 1860, Charles W Clapp came to me to borrow $1000- to go into the Paint & Oil business at Waltham, that after talking with said Clapp I made a bargain with him, and let him have the money $1000- that said Clapp agreed to go immediately to New York to purchase goods, that I went with said Clapp to the Boston and Worcester Depot, and saw him purchase his ticket for New York, and saw him off- that he agreed to write me immediately, that matters went along for more than one week, when I became a little uneasy and went out to Waltham to make inquiries, and found that C W Clapp went out on the Boston and Worcester Rail Road a few miles, and instead of going to New York got off, and returned to Waltham, and also learned he was in Waltham at the time I arrived there; but seeing me, left the place, and run away, that I made deligent search

and was not able to find the said C W Clapp & further that said C W Clapp had never paid me the amount I let him have, nor any part thereof- Mr= Tenney was going to sign this, but had gone away from home; but it is his statement- Mrs Boyden says she never heard Albert Clapp say any thing about C W Clapp owing him any money at the time Clapp brought him the note of Four hundred Dollars, but wanted Boyden to give the money to Mr= Chas: W Clapp

James I Campbell a witness produced, sworn and examined on the part of the Complainants deposes and says:

1st Int: State your name, age, residence and occupation, and do you know the parties to this suit:

answer James I Campbell, am thirty six years of age, residence Chicago, occupation master of a vessel, I know L A Weightman and Edward Boughton

2d State whether L A Weightman or Edward Boughton are in debt to you, if so, what for, what did the indebtedness arise from, what is the amount, and what efforts have you made to collect the amount from either of them, and especially from Mr= Boughton

67

207

answer Yes sir, I sold Boughton & Co a note for one hundred and fifty five Dollars, for freighting Cedar posts, I asked me = Boughton if he was going to pay me, he said he was worth nothing, that Weightman had taken all the money -

(Defendants Solicitor objects to that portion of answer, stating what Boughton said,)

3d When was it that you applied to him for payment on this note, and where?

answer I don't remember about what time, I asked him several times, and in different places -

4th Have you carried freight for Boughton at any other time than the one now spoken of?

answer Yes sir,

5th From your business transactions with Edward Boughton previous to the time of his leaving here, what you say as to condition as to sol, vency or insolvency -

(: objected to as calling for the witnesses opinion, and not for facts)

answer I could not hardly tell, he might have money, and I not know it, he stated to me that Weightman had run away with all he had, and he had nothing

6th About how much was there due you from Boughton at the time he went away in the army -

answer He owes me something for other freight be-
sides the note, but I don't remember just
what it is.

4th Have you been able to collect any thing from
him of the amount due you

answer no sir

5th Did you make efforts to collect the amount
due to you from him

answer I thought it was no use, he said he had
nothing

(Cross Examination)

1st Cross Int When and where did you last see Broughton

answer On the street, I can't tell what time it was,
it was I think sometime in August or Septem-
ber 1861.

2d Did you see him after he joined the army
at all

answer I can't tell what time he joined it, I remem-
ber now, I did see him after he joined the
army

3d Did you at the time he was getting up a
Battery know that he was getting up a Bat-
tery

answer He told me that he had got up a patent
gun

4th Did he use any money that you know of,
in getting up that Battery

answer I don't know any thing about that

209

Capt. James S Campbell

Subscribed and
sworn to this
second day of March
A. D. 1865 - before me
Ira Scott
Master in Chancery of
the Superior Court
of Chicago

And afterwards to wit on the 15th day of January
in the year aforesaid, the parties to the
following entitled cause to wit,

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10500

Chancy E Lee
James Farmer alias
William Peter Hamm,
Philip Geo Andrew & Henry
H. Eland.

vs.

Geo Wiglesworth, alias
C.W. Clapp. Albert Clapp.
Nicanor Simson. Franck Rachelle
& Marvin Blanchard

Supreme Court of
Chicago In Chancy

by their respective solicitors, filed in paid,
Clerks office of said Court, their stipulation
which is in words and figures following
to wit.

It is hereby stipulated that a
dedimus may issue forthwith to Joseph
Mason, of Worcester in the County of Worcester
and State of Massachusetts to take the deposition of
I. Nr. Cormonius of Salem in the State of Massachusetts
& E. Aldrich of Worcester, to the Interrogatories and
Cross interrogatories hereto attached, and return
the same to the Clerk of the Supreme Court of Chicago
with all possible despatch & that said depositions may be, on
the final hearing & the hearing of the motion to dissolve the
Injunction in the above entitled cause, and the case of John A
Hart. vs The same defendants, now pending in this Court.
Bates & Lowrie Sols for Compt.
which depositions are in words and figures following to wit.

211

Deposition of J M Bamm^m^ aforesaid

1 Interrogatory First

What is your name, age, occupation and place of residence?

Answer to First Interrogatory

My name is James M Bamm^m^, I am thirty eight years of age, I reside in Palmer in the State of Massachusetts, I am a practising physician

2 Interrogatory Second

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

Answer to Second Interrogatory

I know Philip Scandlin and A Weightman alias C W Clapp - have no acquaintance with the other parties mentioned as plaintiff & defendants in said caption, I became acquainted with Scandlin about May A D, 1860 - and with Weightman alias Clapp about March A D, 1860 - I knew them in Chicago in the State of Illinois where & then resided, I removed from Chicago to Palmer in October A D, 1861 & since that time I have not seen Scandlin - I have seen Clapp alias Weightman twice since then & previous to this time & no more,

3 Interrogatory Third

212 Where did you reside from June 1st 1860 to October of that year

Answer to Third Interrogatory

I resided in Chicago Illinois

4 Interrogatory Fourth

Where was C W Clapp from the first of June 1860 till the 1st of October 1860? and particularly during the months of July & August of that year? How often did you see him during that time & how well acquainted was you with him at that time?

Answer to Fourth Interrogatory

He was in Chicago & boarded in my family during all that time including the months of July and August of that year, I saw him daily & was well acquainted with him.

5 Interrogatory Fifth

State whether or not said Clapp went to Boston during the summer of 1860 or in July or August 1860, and if you say he did not go there, state your means of knowing, that he did not go there

Answer to Fifth Interrogatory

Said Clapp did not go to Boston in July or August 1860, or at any other time during the summer of that year. I am confident of this, as he boarded in my family as before stated, and also occupied the same office with me, and I saw him every day, and knew it was impossible for him to have gone to Boston, without my knowledge

213

6 Interrogatory Sixth

State whether or not you knew the real name of E W Clapp while you and he was in Chicago & how you learned the same

Answer to Sixth Interrogatory

I did know his real name

He told me what it was.

7 Interrogatory Seventh

State whether or not you know of any difficulty or estrangement in the family of said Clapp during the year 1860. and also state the reason why said Clapp left Massachusetts, and at what time his family came to Chicago?

Answer to Seventh Interrogatory

Mr. Clapp told me that there was difficulty in his family soon after I made his acquaintance in Chicago, I had no knowledge of it except from him - Clapp came to Chicago in March 1860 - He told me that he left Massachusetts on account of family difficulties,

8 Interrogatory Eight

What were the habits of said E W Clapp while you knew him in Chicago?

Answer to Eight Interrogatory

The habits of said Clapp while I knew him in Chicago were in all respects good -

9 Interrogatory Ninth

Please procure the signature of said E W Clapp

and attach the same to this your deposition

Answer to Interogatory Ninth

I have no paper bearing the signature of said Blapp of a date previous to this, but have requested his signature now, and have obtained it and annex it hereto

Worcester January 22d 1863.

J M Comins having requested my signature I give it below

C W Blapp

10 Interogatory Tenth

Where has said C W Blapp resided for the last three months?

Answer to Interogatory Tenth

Said Blapp has resided in Worcester in the State of Massachusetts since February last, and still resides there.

Cross Interogatories & Answers of said J M Comins thereto on the part of the Plaintiffs

1 Cross Interogatory First

In what business was Charles W Blapp engaged from the 1st of June 1860. till the 1st of October 1860, where did he carry on business, was he a man of property or otherwise, and in what name did he do business during the specified in the Fourth Interogatory

Answer to First Cross Interogatory

From June 1st to October 1st 1860. said Blapp was engaged in freighting wood & lumber on Lake Michigan, doing his business in Chicago - I supposed he had some property, but never Knew how much - He did business under the name of D A Weightman during the time specified in the Fourth Interrogatory

2 Cross Interrogatory Second

Do you pretend to say that Charles W Blapp might not have gone to Boston during the time specified in the Fourth Interrogatory without your Knowledge, were you all that time with him, was he under your eye, and how far is Boston from where you then lived, and what time was required to go to Boston and back?

Answer to Second Cross Interrogatory

Said Blapp could not have gone to Boston during the time specified in the Fourth Interrogatory without my Knowledge as I have before stated - I was in Chicago every day and saw said Blapp every day - He was not absent from Chicago but one night during that time when he went down the lake one day & returned the next day - I saw him each day - the day he went & the day he returned I do not know the exact distance from Chicago to Boston but think it is about one thousand miles & think at least four days are required to go from Chicago to Boston & return.

217

3 Cross Interrogatory Third

If you know the real name of C.H. Clapp as asked in the Sixth Interrogatory then state the fictitious name or alias under which he did business, state why he used a fictitious name or alias, when he used this alias or fictitious name; and why any honest man doing an honest business in any honest way should do business under a fictitious name or alias? State also what relations of business or otherwise you had with him in Chicago, and what pretence he gave you for sailing under a false and fictitious name while in Chicago.

Answer to Third Cross Interrogatory

Said Clapp told me that he assumed and acted under the fictitious name of J.H. Weightman on account of his family difficulties, and to conceal himself from his wife. I have no other knowledge of his motives for doing so. In or about June 1860. said Clapp was connected with me one week in publishing a news paper. I never had any other business connections with him except he once at my request signed a Contract in which I was a principal & he my surety & in 1862, I was President of a Mutual Benefit Life Insurance Company & he was one of the Finance Committee.

4 Cross Interrogatory Fourth

If you know of any estrangement between him and his family, as is asked in the Seventh Interrogatory, then state what caused that estrangement with what members of the family it existed; how it happened, and how you happened to be made acquainted with it - State every thing connected therewith within your personal knowledge?

4 Answer to Fourth Cross Interrogatory

The estrangement of which said Blapp informed me was with his wife, he said it was caused by his jealousy of her - he gave me no further information about it, I have no other knowledge about it,

5 Cross Interrogatory Fifth

Were you at any time, in any way connected in business with C W Blapp or by relationship, or partnership? in Chicago or any where else, and how came you to be here, and to whom and under what circumstances did you first make known that you could testify in this cause, and to whom did you make it known?

Answer to Fifth Cross Interrogatory

The first branch of this interrogatory I have already answered - I went to Chicago to practice my profession & did practice it - I did not inform any person that I could testify in this cause, I knew of no intention to

take my deposition till last night when I was notified to appear here to give it.

6 Cross Interrogatory Sixth

If you know what were the habits of C. W Clapp in Chicago, then state how you knew them, how often you saw him while here; when you saw him, and especially whether he did not frequently frequent Billiard Rooms, and nine pin alleys, was he not considered the best nine pin roller in Chicago? Did he not visit and cohabit more or less with lewd women, taking them on board his vessels, and to other places, Did he have venereal disease, and did not you attend him therefor?

Answer to Cross Interrogatory Sixth

I have stated my opportunities of knowing the habits of said Clapp, I have seen him in Billiard Rooms, but not often. I have seen him in nine pin alleys but only a few times. I have no reason to believe that he visited either Billiard Rooms or nine pin alleys frequently. I never heard that he was the best nine pin roller in Chicago, I have no knowledge that he cohabited to any extent whatever with lewd women, or that he took them on board his vessels, and to other places, and have no reason to believe that he did any such thing, I was his physician while he

was in Chicago - I never attended him for any venerial disease & have reason to believe that he had no such disease while he was in Chicago, and have no reason to believe that he ever had any such disease.

7 Cross Interrogatory Seventh

What is your present employment and how lately have you seen Charles W Clapp - where did you see him? why was he there, and what did he say to you touching the time when he left Chicago - the debts due here, and the attachments against his property, and the Chancery suits pending against him -

Answer to Seventh Cross Interrogatory

my present employment is that of a physician, I have seen Charles W Clapp to day in Worcester where I now am giving my deposition - He resides in Worcester - He said nothing to me about the time he left Chicago, the accounts due there or attachments against his property - He said nothing to me of the Chancery suit pending against him except to mention the fact that there is such a suit pending - He never told me to swear to in this case or offered me any money or other earthly considerations if I would swear for him in this case -

8 Cross Interrogatory Eight

Why did you come to Chicago, with whom

did you come here, where did you stay while in Chicago, what did you do, for whom and with whom did you work, what compensation wages or salary did you get, when did you leave Chicago? why did you leave Chicago? and who did you know in Chicago? State the names of five or six persons whom you can refer to here

8 Answer to Cross Interrogatory Eight

I went to Chicago May 1st 1860. to practice Medicine, Kept house while I was there, first on Clinton st. & then on State st. & practised Medicine, I did not work for any one or receive compensation from any one except in the way of my professional business. I left Chicago in October 1861 for the purpose of returning to Massachusetts to establish myself in business here & with the purpose of taking care of my aged & infirm parents. This was the reason of my leaving Chicago. When in Chicago I was acquainted with the following named persons J L Hoyt, Theodorus Doty, Dr L I Mayo, Dr Parmele, Dr Lawson, E R Bull, Dr Beardsley, J H Whipple.

9 Cross Interrogatory Ninth

If you state where C W Clapp has resided for the last four months, then state what has been his business, under what name he has pursued there and whether his creditors in New England have

222

known his locality, and whether he has made known that he was there, and lived there openly doing business, as one who desired no concealment

9 Answer to Cross Interrogatory Ninth

Since last spring untill within a few days said Blapp has been employed as a Clerk, and I am informed & believe in the Dry goods store of Dana, & Sheldon in Worcester, He has passed by the name of Chas: W Blapp - I have no knowledge whether his creditors in New England have known his locality or not, - He is living in Worcester openly & I have no reason to believe that he tries to conceal his locality from any one -

I M Comins

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223

Deposition of P Emory Aldrich

1 Interrogatory First

What is your name, age, occupation and place of residence

Answer to First Interrogatory

my name is P Emory Aldrich, I am more than forty years old, I am a practicing Attorney & one, reside in Worcester in the State of Massachusetts

2 Interrogatory Second

Do you know the parties to this suit, or either of them & how long have you known them respec, tively?

Answer to Second Interrogatory

I know C W Clapp but none of the other parties named. I have known said Clapp about one year as a resident of said Worcester

3 Interrogatory Third

Where has C W Clapp resided during the last four months and how often have you seen him during that time?

Answer to Third Interrogatory

He had resided in said Worcester during the last four months, and has been employed during that time as a Clerk in the Dry goods store of Horace Sheldon, I think that during said time I have seen him as often as once in two weeks

4 Interrogatory Fourth

What papers if any had C.H. Clapp signed and sworn to before you as a Justice of the Peace within the last two months, and if you say he signed and swore to two answers in Chancery on or about the eight day of December 1862 - then state whether the signature of the said C.H. Clapp appended to said answers was his genuine signature and state fully all the means you have of knowing whose signature was appended to said answers?

Answers to Fourth Interrogatory

On or about the eight day of December last said Clapp signed and made oath to one or more papers before me as a Justice of the Peace, which paper or papers I understood to be answer or answers in a suit in Chancery against said Clapp pending in Court in Chicago - He signed the paper or papers in my presence, I have no other knowledge of his signature - He has not signed or sworn to any other papers before me as I now remember -

5 Interrogatory Fifth

Did or did not C.H. Clapp on the 8th day of December last appear before you and make oath to & sign two papers purporting to be answers in Chancery suits?

225

Answer to Eight Interrogatory

This is answered in my last preceeding answer- I think there was two papers & that they purported to be answers in Chancery suits-

Cross Interrogatories to P Emory Aldrich and his answers thereto

(Emory) 1 Cross Interrogatory First

State what business C H Clapp has been engaged, has he done it in his own name or as C H Wightman- Has he done business openly, and without any effort at concealment, and with the knowledge of his New England creditors where he was, and what he was doing, and does he profess to be a man of means and property, or to be poor and without property ?

Answer to First Cross Interrogatory

I have known him as a Clerk in this City (Worcester) by the name of C H Clapp- I have known him by no other name- have not known of any attempt by him to conceal his name or person- I have no knowledge of his property or his credits or business except what I have stated-

2 Cross Interrogatory Second

If C H Clapp signed and swore to an answer in Chancery before you, then state who came with him, what he said about the case, whether you read the answer to him, or he read it to you- State fully and particularly all that C H Clapp

has ever said to you touching this suit, his absconding from Chicago, and what his creditors in Chicago were doing to cause him to pay his debts?

Answer to Second Cross Interrogatory

No person came with said Blapp when he signed & swore to the answers before me. The answers were not read then, either by him or me. He told me that he had read them. I do not now distinctly remember any statement made to me by said Blapp about said case or about his affairs in Chicago, or his leaving there, or what his creditors were doing to compel him to pay his debts. Whatever statement he has ever made to me at any time relating to any of these matters has been made to me by him confidentially as his attorney and Counsel.

3 Third Cross Interrogatory

When did you first know W^m^ Blapp, where did you know him, what was he doing - give a full history of all you know of him, and his acts & doings since the year 1859.

Answer to Third cross Interrogatory

I first knew said Blapp about one year ago & I have already told all I have known of him since.

4 Cross Interrogatory Fourth

Have you relationship with W^m^ Blapp either

227

by blood marriage or business - were you ever connected with him in any way, shape or manner - Did you know when he left Massachusetts in 1860 - how and under what circumstances he left, whether insolvent and bankrupt, or not; when did he return to Massachusetts, under what name, where was he while absent from there, what was he doing, tell all you know about his operations in Chicago in the year 1860 & 1861 -

Answer to Fourth Cross Interrogatory

I have no relationship with said Clapp in any manner whatever, no connection with him in business except he has consulted me as an attorney & I have no other knowledge of his previous business transactions or history, other than what I have already stated -

P Emory Aldrich

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afterwards (court on the Twenty sixth
And ~~afterwards~~ ~~Tuesday~~ day of the month and year last afore
said, the parties to the last mentioned entitled cause - by
their respective solicitors filed in said Clerks Office
of said Court a stipulation in Words and figures
following to Wit It is hereby stipulated that a commission
may issue forthwith in the above entitled cause to James A Ellis
to take the deposition of Luther Lapp, of Salem in the State of Massachusetts
that the same be taken, & returned, with all & singular the depositions and written statements
and ~~exhibits~~ may be read in evidence on the hearing of said cause and on the motion
to dissolve the injunction therein and also in the case of Solon A. Stanley vs
the same defendants, now pending in said Court. M. Blanchard Sol. defts
We reserve the right to except hereafter. Bates & Sons Sols for Compts
Which deposition is in Words and figures following to wit,

229

The Deposition of Luther Blapp of Salem in the County of Essex, and State of Massachusetts, a witness of lawful age, produced, sworn and examined upon his corporal oath on the second day of February, in the year of our Lord one thousand eight hundred & sixty three at the office of Phillips & Gillis in the City of Salem in the County of Essex, and State aforesaid by me, a Commissioner duly appointed by a Dedimus Potestatem or Commission issued out of the Clerk's office of the Superior Court of Chicago, in the County of Cook, in the State of Illinois, bearing Teste in the name of Thomas D Carter Esqr, Clerk of the said Superior Court, with the seal of the said Court affixed thereto, and to me directed as such Commissioner for the examination of the said Luther Blapp a witness in a certain suit, and matter in controversy, now pending & undetermined in the said Superior Court, wherein Chauncey E Tice, James Farmer, Silas Walton, Peter Sam, Philip Scandlin & Henry F Eldred are plaintiffs and 2 A Weight, a man also C H Blapp, Frederick Schneider, Frederick Staehler, Albert Blapp & Marvin Blanchard are defendants in behalf of the said defendants as well upon the cross interrogatories of the ~~defendants~~ plaintiffs, as on the interrogatories of the defendants, which were attached to or inclosed with the said Commission, and upon none

others. The said Luther Clapp being first duly sworn by me, as a witness in the said cause, previous to the commencement of this 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, certified & deposed as follows:

Interrogatory 1st - What is your name, age, occupation & place of residence?

Answer to Interrogatory 1st - My name is Luther Clapp, my age is fifty years, my occupation is sawing & turning, and my place of residence is Salem, in the County of Essex, and State of Massachusetts.

Interrogatory 2d - Do you know the parties, plaintiffs & defendants in the caption to these interrogatories mentioned, or either and which of them; and how long have you known them respectively?

Answer to Interrogatory 2d

Charles Clapp and Albert Clapp are all I know. Have known Albert Clapp forty five years. I don't know but little about Charles Clapp, I know him when he was quite a small boy. Have not known much about him for twenty nine or thirty years.

Interrogatory 3d - Has your deposition been heretofore taken in this cause or the case of John A Hart

231

vs the same defendants; of yrs. when, where and be, fore whom was it taken?

Answer to Interogatory 3d - It has been - It was taken about two weeks ago, at the office of Robert S Rantoul in Salem, and taken before Robert S Rantoul -

Interogatory 4th - If in answer to the third Interogatory you say your deposition was taken by R S Rantoul, Commissioner, then state whether or not any questions were asked you by said Commissioner at the time, which you were required to answer, besides the seven Interogatories attached to the Commission under which your deposition was taken?

Answer to Interogatory 4th - I cannot say -

Interogatory 5th - To what extent and in what way & manner were you questioned by said R S Rantoul at the time of taking your former deposition, and that number & what questions were asked by him other than those attached to said Commission, which you were required to answer -

Answer to Interogatory 5th - I should think he asked me a good many more than seven questions - He questioned me about Charles Clapp's leaving Massachusetts, and in what way - I knew nothing about the circumstances of his leaving, or for what he did leave - I was pretty thoroughly questioned for two hours - I can't

recollect all the questions that were asked me- He urged me very hard to say considerable about Charles Clapp- Mr. Pantaul said he had such information that he left leaving debts behind & left privately, and left his family destitute-

Interrogatory 6th- Have you been furnished with a copy of the Fourth, Fifth, Sixth & Seventh Interrogatories attached to the above mentioned Commission and your answers thereto? If yea, please attach said copy to this your deposition, then state whether or not these answers are returned as you gave them to said Commissioner? Whether they are your answers to said 4th, 5th, 6th & 7th Interrogatories respectively, or answers to original questions propounded to you by said B S Pantaul, at the time of taking said deposition- Please state every circumstance that took place in relation to this subject

(Exhibit A.)

Answer to Interrogatory 6- These are the answers principally as I gave them with some little variation- I cannot say particularly as to whether my answers were given in reply to said Interrogatories or not- I know a good deal was called out by questions not down here- Mr. Pantaul was very particular to find out about Charles Clapp's going west, when he went, whether he left openly or otherwise- He questioned

me to know what I had heard about it, though I must have heard of circumstances - To those questions, I told him I heard of the home, stead place being mortgaged and the money was for Charles in business -

Interrogatory 7th - If in answer to the sixth Interrogatory you state that any portion of your said answers to said 4th, 5th, 6th & 7th Interroga, tories were omitted, altered or supplied by said Commissioners without your consent or Know, ledge, then state what portion or portions of said answers or any of them were so omitted, altered or supplied by said Commissioners -

Answer to Interrogatory 7th - The answer to the 7th Interrogatory states "I never considered him Charles a person of any property" I said I did not consider him a person of much proper, ty, not enough to own his stock, or to carry on the store business: that I heard that one of my brothers offered Varney & Charles money to go into business - I think Mr. Pinkham a, sked me whether it was five years that I heard of Charles being West - I told him that I thought from two to three years - He questioned to know when I saw Charles, I told him the last I saw him was in Sharon, that that was while he was keeping store ~~in~~ Walpole, but that I didn't know him then,

till I was told who he was - I didn't know that I stated that he went from Sharon to Wal, mole - In regard to his changing his business, I told Mr. Pantoul, that it seemed sudden to me, as I was away from him, and did not know of any charge till he had been located in another place -

Interrogatory 8th - What restraint, inducement, persuasion, advice, or other means, if any, was made use of by said Commissioner to influence & control you in your said answers, or any of them -

Answer to Interrogatory 8th - Cant say that I know that he used any inducement, much more than I have said - He urged it, he thought I ought to tell more about Charles's going west, the circum, stances of his leaving & that kind, in justice to myself - He said they urged it - He asked the second time at the last part of the examination - He thought that I must have heard of some thing more than just of his going west, that he had reason to believe, or had some knowledge that he left debts behind him -

Interrogatory 9th - What have been the circumstan, ces of Albert Clapp for the last twenty years as to property? - what property has he had within your knowledge, and has he during that time been sol, vent or insolvent -

Answer to Interrogatory 9th - I guess he has owned real estate most of the time - He once owned land in Somerville, I think he traded his Somerville land for a house in Boston - He owned a tanning & tanning mill once in Boston, that is, he owned the Stock & Machinery - He owned a house & land in Pleasant Street in Salem, when he lived here - He owned half the business, were with me when we went away, I bought him out - He has always been solvent, I guess - He stands so now, for any thing that I know - He sold his house when he left here for seventeen hundred Dollars - When he sold out his business, I gave him four hundred Dollars for his half - We owned a team together - It was some time after he left for Boston, I sold it for some thing over three hundred Dollars - Half of that belonged to him, and half of the bills up to that time he went away - I bought a note of him some time after that, I don't know exactly when, against my brother Eldredge for four hundred Dollars - Since that I haven't known much about his situation - He has been in Boston - Have known of his loaning money within a year -

Interrogatory 10th - When did Albert Clapp leave Salem to go to Boston to live, and what property in Salem did he sell at the time, and how much did he receive for it -

Answer to Interogatory 10th - He left about six years ago - six years last Summer as nigh as I can recollect - He sold the property I have mentioned in my answer to Interogatory 9th

Interogatory 11th - In your former deposition in answer to the 5th Interogatory it is among other things stated that Albert Blaps left /Salem/ to go into other business in Boston & was engaged in a law suit there - what was your whole statement in relation to a law suit ? & how came you to mention the subject -

Answer to Interogatory 11th - I stated that he went into business there, and had a law suit in regard to the patent right - That they sustained the right and sold out their right, and got out of it - I thought rather favorably than otherwise - I told him that after he had got it down that they were involved in a law suit - I mentioned the subject when he questioned me about his business, whether he succeeded or otherwise, and he mentioned some thing to the effect, that as he went to making Pianofortes cased, he did not seem to succeed in his business -

Interogatory 12th - What statement did you make or offer to make at the time of the taking of your former depositions, and in answer to said Interogatories attached to said Commission - concerning the means or property of said

9

237

Albert Blapp owned or possessed by him during the last twenty years?

Answer to Interrogatory 12th. I dont recollect exactly. He said the Interrogatory confined or limited him to the last two years.

Interrogatory 13th. In that respect if any, does your answer to the seventh and last Interrogatory of your former deposition as returned by said Commissioner differ from your answer as given to him by you at the time, and how did you do desire to answer said Interrogatory?

Answer to Interrogatories 13th. I should think the answer as given in the former deposition is about as I gave it to the Commissioner. I said that Albert worked at a power mill, or should have said so, if I did not. The Commissioner has written it a power lathe.

I dont wish to make any change in, or addition to my former answer, except as herein before stated.

Luther Blapp

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1770.

The deposition of Witness taken on the seventeenth and twenty seventh days of January A.D. 1863. Between the hours of 10 o'clock A.M. and 5 o'clock P.M. of each day at my office at 35 Court Street in the City of Boston and State of Massachusetts. before me B F Rice upon the enclosed interrogatories, and by virtue of the enclosed agreement to be read in evidence in a certain suit now pending in the Superior Court of Chicago in the County of Cook. and State of Illinois described in said agreement. & Interrogatories wherein Manney & Rice et als are plaintiffs and D A Wightman alias Charles H. Clapp et als. are defendants, and also in a another suit pending in said Court. in which Johns a Stark of Cleveland Ohio is Plaintiffs and the same parties are Defendants.

Benjamin F Boyden. being first duly sworn doth depose and say in answer to the several interrogatories as follows to wit.

Interrogatory first. What is your name age occupation and place of residence?

Answer to Int 1st. My name is Benjamin F Boyden. I am Twenty nine years of age By occupation a Grocer. and I reside at Cambridge Massachusetts.

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

Answer to Int. 2d. I do not know the parties plaintiff or any of them but I do know Albert Clapp and Charles W Clapp.

Interrogatory Third. Did you know the Defendant, Charles W Clapp in the year 1859 & 1860 if so. Where did he live and what was his business?

Ans. to 3rd Int. 3d. I did know Charles in the year 1859, 1860. He lived in Waltham Mass. I think in 1859 he was in the clothing business, In 1860 he was manufacturing Paint.

Interrogatory Fourth, When did Charles W. Clapp leave Massachusetts, how did he leave it, whether openly or secretly and was he considered at that time solvent & largely in debt? State fully all you know as to his solvency or insolvency.

Answer to Int. 4th. He left in February and I think of the year 1860. He left secretly He was largely in debt. I know but whether solvent at that time I cannot say., up to the time he left I think the Community generally considered him solvent. I was not in a position to know much about his business or his business Condition tho. I had lent him some money & know

240

that there were a good many bills that he left unpaid & had considered that he was doing a tip top business up.

Interrogatory Fifth Did or did not the said Charles H Clapp absond from Massachusetts some time in the year 1859 or 60?

Answer to Int. 5th He did,

Interrogatory 6th Was Charles H Clapp at the time that he left massachusetts, in the year 1860. a Dr, indebted to you or either of you, or either of you in any sum of Money if so. how much what for. and state what circumstances did the promise such debt accrue and what arrangements if any did he promise to make for its payment? state fully and minutely every circumstance connected with said Clapps debt to you. and the manner and circumstances under which he left;

~~Interrogatory 6th, Was he A debt Clapp~~

Answer to Int 6, He was indebted to me, and on the sum of Two thousand and Fifty Dollars It was for money lent him by me at different times He sent me after he left a Bill of Sale of his paint, Mill and Stock, to the Mill with directions to sell and pay myself from the proceeds and if there was any surplus to pay over the same to his wife He left Hartford on Thursday

afternoon between 4 & 5 o'clock & went to West Newton, where his wife then was (she was stopping at Abner Phelps,) and drove his horse to Providence Rhode Island, that night she left, at that time to avoid seeing Mr William O Lemmy with whom he was associated in business only know that he went to Providence that night from his (Phelps) telling me so afterwards. She told me so on his return In the same letter which inclosed the Bill of Sale, mentioned above he sent me a Note made in my favor and signed by him for four hundred Dollars. This note was antedated 1 month There was no such debt from him to me. It was antedated, purporting to have been made in July preceding The letter inclosing this note and Bill of Sale was received by me the same night he left. She sent it from Newton The arrangement between us was that I should attach his property to the amount of this Note, and the actual debt from him to me, prevent other Creditors from getting hold of it and in order that any surplus there might be above the Sum aforesaid Fifty Dollars might be saved for his wife She said he had got to leave the state on account of some old business transactions, said he had been so advised by Counsel, said he proposed to be back shortly and would pay me then for my trouble said

the transaction reposed to me in Wheatham
I think.

Answer to Interrogatory Where has Albert Clapp resided
for the last two years. what relation is he to
Charles W Clapp. and what is the condition of
Albert Clapp as to property or name? state fully every
thing that you know as to his business as to
his being a man of property or a man notoriously
insolvent?

Answer to Int 7. He has resided part of the time in Newton
and part of the time in Salem He is an
uncle of Charles W Clapp. I don't know
what his present condition is as to property.

Interrogatory Eighth. Has Albert Clapp been in
debt to you or either of you. during the
last two or three years if so state how much
he owes you. what he owes you for. what efforts
you have made to collect the debt. with what
success if any. and whatever you know
as to his solvency or insolvency?

Answer to Int 8. He is not in debt to to me and never
was save for small store bills which have been
paid

Interrogatory ninth. Has Charles W Clapp written to
the said Albert Clapp. at the time that
Charles W Clapp left Massachusetts in 1860?
if so in what way. was he in debt to him
for what. and how much debt settled or paid

Answer to Int. 9 I do not know as to any of the matters in the interrogatory inquired about.

Interrogatory Tenth, Did Albert Clapp after Charles H Clapp had left Massachusetts ask you to claim that Charles H Clapp owed you $650, instead of $250. or any other sum and did he offer you a Bill of Sale of the property of the said Charles H Clapp. and a note for Four Hundred Dollars? State every fact and circumstance connected with the matter and all that Albert Clapp said to you in relation thereto,

Answer to Int 10, He did request me to claim that Charles H Clapp owed me Six Hundred & Fifty Dollars he brought me the letter inclosing the note and Bill of Sale, when I had opened and read it to him I asked him what I had best do, he advised me to see an attorney and do as he should advise I do not remember any other conversation with him in relation to the matter,

Interrogatory Eleventh, State whether you know any other facts or circumstances connected with the matter at issue in this case which are pertinent thereto, ? If so state them fully and particularly,

Answer to Int 11, Clapp was at residence under an

assumed name & then in under the name of George Emerson & went to Henry Emerson (Clapps brother in law) and told him that the the people in Waltham were greatly exasperated at Clapps conduct and at his absconding and that I was in a bad position because people thought I was connected with him in his transactions and I desired Henry Emerson to have Mr Clapp return, and straighten out ~~matters~~ things and give the people in Waltham to understand that I was in no way party to his transactions & to his going away Emerson went to Providence for him and Clapp returned to Waltham on the following Tuesday & stayed until Friday following & then left again I desire to state that the Four Cymans Dollars note named above was cashed by me for Mr Clapps wife on the morning following the day I received it.

Cross Interrogatories and answers,

Cross Int Quest. Do you or you to the direct interrogatories have you made any statements formed on hearsay be what you have heard others say and statements of matters not within your own actual knowledge,

246 Answer to Cross Int 1, I have not, sir,

Cross Int. Second. How often have you seen Albert Clapp during the last three years? and where have you been acquainted with him

Answer to Cross Int 2d. I have not seen him since the time of the Sheriffs Sale of Charles A Clapps property three years ago last March I think I never saw him since he brought me the letter containing the Bill of Sale. and note for Fifty Dollars, my acquaintance with him has been in Waltham,

Cross Int Third Have you any personal Knowledge of the business and property of Albert Clapp in Boston or Salem Mass. or any other place or places except Newton

Answer to Cross Int 3. I have not sir

Cross Int. Fourth. When and how long did Albert Clapp live in Newton Massachusetts,

Answer to Cross Int 4, I do not know.

Cross Int fifth,

If you state in answer to the seventh Direct Interrogatory, that Albert Clapp

246

4 Answer & state all the reasons for your said Conclusions fully and in detail and do you pretend to know all about his business and property.

Answer to Cop Int 5, I have not so stated I mean nothing about his condition as to property save that I have been told that he owned two houses in Newton.

Cop Int 6 do. May not Albert Clapp's own property in Boston & Salem and notes and accounts without you being aware of the same?

Answer to Cop Int 6, do may

Cop Int. Seventh. May not Albert Clapp's loaned money within the last few years without you being aware of it?

Answer to Cop Int 7, do may

Cop Int Eighth. Did not Charles W Clapp leave Malden and before going west return to Waltham & stay a few days and did you not attach his property

247

before he finally left Waltham?

Answer to Cop Int. 8. She did, and I did

Cop Int. Ninth. Was not the property levied on by you encumbered & insufficient to pay your claim?

Answer to Cop Int. 9 It was.

Cop Int. Tenth. Was there a difficulty in the family of C. W. Clapp at the time he left Waltham

Answer to Cop Int 10. There was not so far as I knew I only knew it was said that a letter was received from New York charging his wife with infidelity,

Cop. Inter. Eleventh. Was not C W Clapp considered solvent some time after he left Waltham and when did you first learn that he was in Chicago, and of his changing his name,

Answer to Cop Int. 11. I do not know but I think the Community generally considered him solvent I learned some months after he left that he was in Chicago but do not know when I learned that he had changed his name,

Cop Int. Twelfth At what time did C. W. Clapp

248 Cease Rockford Mass?
Answer to Cross Int 12. I do not know

P. F. Boyden,

Ebm P Field,

being first duly sworn, doth depose and say in answer to the several interrogatories as follows to wit,

Interrogatory First What is your name age occupation and place of residence,

Answer to Int 1st. Ebm P Field Forty three years. I am a deputy Sheriff. and live in Williams

2d Interrogatory second. Do you know the parties plaintiff and Defendant in the Caption to these interrogatories mentioned, or either and

which of them, and how long have you known them respectively?

Answer to Cross Int 2d. I know C. W. Clapp. but none of the other parties named I have been about Clapp.

Interrogatory 3rd. Did you know Chs Pigeon and C. Hales, & Clapp. in the year 1859, & do. If so state as far as he lives and what was his business,

Answer to Int. 3d. I did. He lived on Wareham and was engaged in the clothing business and afterwards in the manufacture of paints.

Interrogatory 4th. When did Charles W. Clapp leave Massachusetts, how did he leave & whether openly or secretly, and was he considered at that time solvent or largely in debt state fully all you know as to his solvency or insolvency.

Answer to Int 4. He left on January or February of the year 1860. He left secretly & what he was considered largely in debt, and insolvent. I had writs put into my hands, with directions to attach his property. Cannot say how many I remember there were three or four. One of them was to take his body. He settled the claim for which the last named writ issued on his return after his first absence

250

I was applied to by various parties who had Claims against him to learn if there was any possible Chance for them to recover their claims I attached all the property I Could find belonging to him and sold it on Execution

Interrogatory 7th, Do you did not the said Charles W. Clapp, absond from Massachusetts sometime in the year 1859 or 60,

Answer to Int. 7, He did abscond at that time,

Interrogatory 8th, Do you know W. Clapp, at the time that he left Massachusetts in the year 1859 or 60 indebted to you either of you or others if yea in any sum of money if so, how much, what for and are you what circumstances did such debt accrue and what arrangements if any did he promise to make and make for its payment, state fully and minutely, every circumstance connected with said Clapp, debt to you, and the manner and circumstances which he left

Answer to Int 8 He owed me I think a small sum only I one Two dollars & half, I made, diligent search for him and Could not find him or learn where he was from

his family or any body else.

Interrogatory Seventh. Have Albert Clapp resided for the last two years. What relation is he to Charles H Clapp and what is the condition of Albert Clapp, as to property or means state every thing that you know or know as to his being a man of property, or a man somewhat embarrassed?

Answer to Int. 7. I do not know where he has resided the last two years nor employed to be a uncle of Charles H Clapp. I do not know his condition as to property,

Interrogatory Eighth. Has Albert Clapp been indebted to you or either of you during the last two or three years. If so state how much he owed you what he owes you for, what efforts you have made to collect the debt, with what success. If any and what you know as to his solvency or insolvency.

Answer to Int 8th. He has not. I know nothing as to his solvency or insolvency

Interrogatory Ninth. Has Charles H Clapp, indebted to the said Albert Clapp, at the time that,

252

Charles W Clapp left Massachusetts in 1860 of or on what Farm was he in debt to him for what, and how was such debt settled or paid?

Answer to Int 9. I do not know,

Interrogatory Tenth. Did Albert Clapp after Charles W Clapp had left Massachusetts ask you to claim that Charles W Clapp owed you $600 reduced of $200, or any other sum and did he offer you a title of sale, of the property of said Charles W Clapp and a note for Two Hundred Dollars, state every fact and circumstance, connected with the Matter and all that Albert Clapp said to you in relation to Same?

Answer to Int 10, I know nothing of the things I was to claim,

Interrogatory Eleventh, State whether you know any other facts, or circumstances connected with the Matter at issue in this cause, which are pertinent to the issue, if you, state them fully and particularly

Answer to Int. 11 I do not.

Cross Interrogatories and answers.

Cross Int. First. Are your answers to the direct interrogatories based upon made any statements founded on hearsay or what you have heard others say and statements of Matters not within your own actual knowledge.

Answer to Cross Int. 1. Nothing. Save that my opinion as to this having left recently, is somewhat enabled by answers I received to my inquiries from town.

Cross Int. Second. Are you related to Albert Clapp, during the last two years, and while have you been acquainted with him,

Answer to Cross Int. 2. One only she was present at the sale of C. D. Clapp property.

Cross Interrogatory Third. Have you any personal knowledge of the interest and property of Albert Clapp in Boston or Salem map. or any other place or places, specify Hudson

Answer to Cross Int. 3. None at all

Cross Int. Fourth. When and how long did Albert Clapp, live in Hudson Massachusetts.

254 Answer to Qu Int 4. I do not know.

Cr Qu Int. Repld. If you state in answer to the seventh direct interrogatory that Albert Clapp, is insolvent then state all the reasons for your belief and conclusion fully & in detail and do you pretend to know all about his business and property,

Answer to Qu Int 5, I have stated nothing

Qu Interr Repld. May not Albert Clapp own property, in Boston, & Salem, & notes and accounts, without your being aware of the same,

Answer to Qu Int 6. He may.

Cr Qu Interrogatory resumed, may not Albert Clapp have changed money within the last year years without you being aware of it.

Answer to Qu Int 7. He may.

Ebenr F Fiske,

"Benjamin P. Kingston. Being duly sworn doth depose and sayin answer to the several interrogatories as follows to wit.

Interrogatory First. What is your name age occupation and place of residence.

Answer to Int. 1. My name is Benjamin P. Kingston I am by occupation a Grocer and reside in West Newton.

Interrogatory Second. Do you know the parties Complt. & Defendant in the Caption to these interrogatories mentioned or either and which of them. and how long have you known them respectively.

Answer to Int. 2d. I know Albert Clapp and am slightly acquainted with Charles Clapp. I know none of the others.

Interrogatory Third. Do you know the Defendant Charles P. Clapp in the year 1859. & 60. If so where did he live and what was his employ?

Answer to Int. 3d. I did. He lives a part of the time in Newton and part of the time in Waltham & kept a clothing store in Waltham

Interrogatory Fourth. When did Charles P. Clapp leave Massachusetts, how did he leave it openly or secretly and was he considered at that time solvent or largely in debt? State

256

fully all you know as to his solvency & insolvency

Answer to Int 4. Cannot say when he left or whether

Solvency or Insolvency. Do not know whether he was

considered solvent or not.

Interrogatory 5th. Did or did not the said Charles W

Clapp absond from Massachusetts sometime in

the year 1859 or 60.

Answer to Int. 5. I cannot say of my own knowledge

as except from hearsay.

Interrogatory 6th do. Was Charles W Clapp at the time that

he left Massachusetts, in the year 1860. or 61 indebted

to you or either of you or either of you in any

sum of Money. If so how much. what for. and

under what circumstances did said debt

accrue, and what arangements if any did he

or did Make
promise to make, for the payment. State fully

and minutely every circumstance connected

with said Clapps debt to you, and the manner

and circumstances under which he left.

Answer to Int. 6. I do not know.

Interrogatory, 7th. Whether about Clapp resided

for the last two years. what relationship to

Charles W. Clapp. and what is the Condition of

about Clapp as to property or means. State

fully every thing that you know as to his

business as to his being a man of property or a

man notoriously insolvent.

Answer to Int 7. Part of the time in Newton and part

of the time in Salem. He is an uncle
I have understood of Ichabod W Clapp. I
Cannot say as to his property but know that he could
not or would not pay his bills His business so
far as I know was that of a carpenter in fin-
ishing two unfinished dwellings which he had
bought in Newton The dwellings when finish-
ed were dwelling houses after he had finished
one house he moved into it and I supplied
him with groceries due until he had partly
finished the second one when the payments
for the groceries I had furnished him stopped
leaving a balance of one thirty dollars due
me. of which sum I have been able to get one
half so the balance is still due me. His repu-
tation is that he is insolvent I think it was
well known that he did not pay his bills.

Interrogatory Eighth, Has Albert Clapp been in debt
to you or either of you during the last two or
three years if so state how much he owes you
what he owes you for. what efforts you have
made to collect the debt. and what success
if any and whatever you know or have as to his pe-
cuniary or insolvency.

Answer to Int. 8. He has He owes me about fifteen
Dollars for groceries, I put the bill into a Lawyers
hands and directions to collect the same if
possible I has previously written to him

repeatedly in regard to it. but received no answer. While suit was pending for the fee Clapp came and said me a part of it. I have done nothing about it since and received nothing more. on it. I do not know as to his means of paying.

Interrogatory Ninth. Was Charles F Clapp. indebted to the said - Albert Clapp. at the time that Charles F. Clapp. left Massachusetts in 1860 if so in what sum was he in debt to him, for what. and how was such debt settled & paid.

Answer to Int. 9. I do not. know.

Interrogatory Tenth. Did Albert Clapp. after Charles F Clapp. had left Massachusetts as you to claim that Charles F Clapp owed you $450 instead of $250. or any other sum. and did you give a bill of sale of the property, of said Charles F Clapp. and a note for four hundred Dollars. State every fact & circumstance connected with this Matter. and all that Albert Clapp said to you in relation thereto.

Answer to Int. 10. I ~~have no knowledge~~ of the matter inquired about.

Interrogatory Eleventh. State whether you know any other facts & circumstances connected with the matter at issue in this cause which are pertinent thereto if so state them fully. and par-

Cecilia.

Answer to Int 11. I do not know that I do.

Cross Interrogatories, and answers.

Cross Int. Quick, Do you answer to the direct interrogatories have you made any statements founded on hearsay or what you have heard others say and statements of Matters not within your own actual knowledge,

Answer to Cross Int. 1st I do not think I have.

Cross Int Second, How long have you been acquainted with Albert Clapp, during the last three years, and where did you become acquainted with him

Ans to Cross Int 2d. I have but has a number of times cannot tell how many have been acquainted with him in West Newton,

Cross Int. Third, Have you any personal knowledge of the interest and property of Albert Clapp in Boston or Salem Mass, or any other place or place except Newton,

Answer to Cross Int. 3d. I have not.

Cross Int Fourth, When and how long did Albert Clapp live in Newton Massachusetts.?

Answer to Cross Int. 4 about two years.

Cross Int. Fifth, If you state in answer to the seventh Direct Interrogatory that Albert Clapp is insolvent then state all the reasons for

your said conclusion fully & in detail, and do you intend to show all about his business & property?

Answer to Int. 5, I have no other reason than those named for omitting him in evidence.

Cross Int. 6th do, May not about 6 Sept. own property in Boston & Salem & notes and accounts without you being aware of the same?

Answer to Cross Int. 6, She may.

Cross Int. 7th do, May not about 6 Sept. have loaned money within the last year without you being aware of it.

Answer to Cross Int. 7, She may.

Cross Int. 8th do, Have you ever had any difficulty with about 6 Sept and if you say you have, & suit against him did not 6 Sept. pay you & part of your claim as you promise to stop proceedings and forbear and has he not assured you of bearing your promise.

Answer to Cross Int 14, He did,

O F Houghton.

Edmund S. Thwaits,

Being first duly sworn doth depose and say in answer to the several interrogatories as follows to wit.

Interrogatory First. What is your name age occupation and place of residence

Answer to Int. 1st. My name is Edmund S. Thwaits. my age is thirty one years am a dealer by trade, and reside in West Newton,

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

Answer to Int 2d. I know the parties plaintiff and Defendant. I know Albert Clapp. and Charles Clapp and none of the others.

Interrogatory Third. Do you know the Defendant Charles H Clapp. in the year 1859 & 60. if so where did he live and what was his business?

Answer to Int 3d. I did. He lived part of the time in Newton and part of the time in Wareham He was a dealer in Mens Furnishing goods for a time and was afterwards a manufacturer of Paints.

Interrogatory Fourth. When did Charles H Clapp leave Massachusetts how did he leave it whether openly or secretly, and was he considered at that time solvent or largely in debt State fully all you know

262

as to his solvency or insolvency

Answer to Int 4. I do not know. I do not know whether he left secretly or openly for he was considered insolvent after he left. I know nothing more of his solvency or insolvency for I am not able to state whether he was considered solvent.

Defendants Exhibit. Did or did not the said Charles W Clapp abscond from Massachusetts sometime in the year 1859. or 60

Answer to Int 5. I do not know of my own knowledge

Defendants Exhibit, Can Charles W. Clapp at the time that he left Massachusetts in the year 1860 or 61. indebted to you or either of you or either of you in any sum of money. If so how much and for what and under what circumstances did such debt accrue and what arrangement if any did he propose to make for payment and particularly and minutely every circumstance connected with said debts due to you and the manner and circumstances under which he left.

Answer to Int 6. I did not. I do not know of my own knowledge any thing of the circumstances under which he left Massachusetts.

Defendants Exhibit. State how about Clapps dealings in the last two years what relation is he to Charles W Clapp and what is the condition of affairs between Clapp & himself & others. State

fully every thing. And you know as to his having
or to his being a man of property. or a man
notoriously insolvent?

Answer to Int. 7. Part of the time in Newton. and part of
the time in Salem I do not know what relation
he is to Charles A. Clapp I do not know about
pecuniary Condition. The last I knew of his business
was when he bought and sold Factory and out of
him and made his dwelling house of it after that
he resided for a time at Rand Hobs making
rubber shoes. And he afterwards kept a provision
store in Salem. since he left Newton he has
been at work, at Salem and at Lynn and
Hunters down Cape. I do not know. He left his dwelling
house in my charge when he went to Salem and
kept said until sometime in 1861. When strong hopes
exist came on that he was the owner of them but
he then told me he was not.

Interrogatory Eighth. Has Albert Clapp been in debt
to you or when during the last two or three years
if so state how much he owes you what he
owes you for. What Efforts you have made
to Collect the debt with what success if any and
whatever you know as to his solvency or insolvency

Answer to Int 8. He has not.

Interrogatory Ninth. Has Charles A Clapp married
to the said Albert Clapps at the time that
Charles Clapp left Massachusetts in 1860 if so

264

in or what sum was he in debt to him for what and how was such debt settled or paid?

Answer to Int 9. Not that I know of

Cross Interrogatory South. Did Albert Clapp after Charles F Clapp had left Massachusetts, ask you to claim that Charles F Clapp owed you $600 instead of $200. or any other sum and did he give you a bill of sale of the property of said Charles F Clapp, and a note for four hundred Dollars. State every fact & circumstance connected with this matter and all that Albert Clapp said to you in relation thereto.

Answer to Int 10. I know nothing of about this matter.

Cross Interrogatory Eleventh, State whether you know any other facts or circumstances connected with the matters at issue in this cause, which, in connection with those you state, may fully and particularly.

Answer to Int 11 I remember nothing else,

End of Interrogatories and answers.

End of Int. Exam. Are your answers to the direct interrogatories have you made any statements founded on hearsay or what you have heard others say and statements of matters not within your own actual knowledge.

Answer to 1st Int. I have said what I have said

In relation to Charles W. Clapp. neighborhood & formed my opinion is that from what I have heard to some extent.

Cross Int Second. How often have you seen Albert Clapp. during the last three years and where have you been acquainted with him

Answer to Cross Int 2d. As often as once in six months often Lieut. Newton Boyne that I saw him every day have been acquainted with him in Newton.

Cross Int Third. Have you any personal knowledge of the business or property of Albert Clapp. in Boston or Salem Mass. or any other place or places except Newton,

Answer to Cross Int 3d. I have not.

Cross Int. Fourth. Whom. and how long. did Albert Clapp live in Newton Massachusetts,

Answer to Cross Int 4. He was there about two years I think coming in 1860.

Cross Int Fifth. If you state in answer to the foregoing direct interrogatory that Albert Clapp is insolvent then state all the reasons for your said conclusion fully and in detail & do you pretend to know all about his business & property,

Answer to Cross Int 5. I do not state that he was insolvent

Cross Int Sixth. May not Albert Clapp own property in Boston & Salem and notes and accounts without your being aware of the same?

Answer to Cr Int 4. He may,
Cr Int Do you not, May not Albert Clapp have loaned
money within the last few years with out your being
aware of it,
Answer to Cross Int 7. He may,

Cr Int Do you not, state whether D. D Houghton and
Albert Clapp had any difficulty in settling their
business and whether said Houghton has admitted
to you that he had agreed to dismiss his suit
against Clapp on the payment of $15 which
was paid and afterwards refused to do it,
and was not Clapp dissatisfied with
said Houghton in consequence of his said violation
of his agreement,
Answer to Cr Int 15. They did. He has so admitted
Clapp was dissatisfied very much for that
reason,
Cr Int Do you not, that not Albert Clapp owned
real estate in Newton since you first knew
him.?
Answer to Cross Int 16. He has

E. F. Howard

Defendant being duly sworn doth depose and say, in answer to the several interrogatories as follows to wit,

Interrogatory First. What is your name age occupation and place of residence.

Answer to Int 1st. My name is Silas Stone my age is fifty years. I am a Shoe Dealer and reside in East Boston.

Interrogatory Second. Do you know the parties plaintiff and defendant, in the caption to these interrogatories mentioned or either and which of them. and how long have you known them respectively?

Answer to Int 2d. I know Albert Clapp and none of the others.

Interrogatory Third. Do you know the Deft and Charles H. Clapp in the year 1854 & 55 if so where did he live and what was his business

Answer to Int 3d. I did not

Interrogatory Fourth. When did Charles H. Clapp leave Massachusetts, how did he leave Whether openly or secretly. and was he concealed at that time & absent & keeping himself secretly from you and his Solicitor & the Solicitor

Answer to Int 4. I do not know or whether openly or secretly or whether he was absent or concealed

268

Interrogatory Fifth. Did or did not the said Charles P. Clapp abscond from Massachusetts sometime in the year 1859, or no.

Answer to Int 5. I know only by hearsay.

Interrogatory Sixth. Was Charles P. Clapp at the time that he left Massachusetts in the year 1859 or 60, indebted to you or either of you or either of you in any sum of money if so how much what for, and upon what circumstances did such debt accrue, and what arrangements if any did he promise to make, and make for its payment. State fully and minutely every circumstance connected with said Clapps debt to you, and the manner and circumstances under which he left.

Answer to Int 6. He was not, and I know nothing of the matters inquired of.

Interrogatory Seventh. Where has Albert Clapp resided for the last two years what relation is he to Charles P. Clapp and what is the condition of Albert Clapp as to property or means. State fully every thing that you know as to his having or to his being a man of property or a man notoriously insolvent.

Ans to Int 7. I do not know. I do not suppose he was "my brother" nor did I suppose he was insolvent so far as I know he came to West Boston, in 1857 and as I supposed bought

a building used as a Vinegar Factory and Cut it in two, to make two dwelling houses. He hired me to build the stairs in the Houses for building the first flight he paid me, according to agreement, but for the next flight he owes me paying me anything when I completed it I did not ask him for the amt. due for I was at work for him all payments at a time in cash lumber and provisions These payments finally reduced the amount to be due two Dollars &c was very slow in paying me I had to call on him a few years to get what I have got. I do not know or know he was a man not notoriously insolvent, After finishing the Houses he went into the pencil cutting business was engaged in that but a short time and he went to work in a Piano Forte shop removing Piano Fortes case He was there but a short time when he hired one of the two Houses named for a market shop on Hanover Avenue, in Boston. This was the last I knew of his business.

Interrogatory Eighth. Has there ever been any debt due to you or either of you during the last two or three years. If so state how much he owes you what he owes you for what efforts you have made to collect the debt with what success if any and whatever you know as to his

270 Attorney or no Attorney

Answer to Int 9. He has a note dated, he owes me now less than five Dollars. I have dunned him frequently for three years.

Interrogatory Tenth. Was Charles W. Clapp indebted to the said Albert Clapp at the time that Charles W Clapp left Massachusetts in 1860. If so in what sum was he in debt to him for what and how was such debt paid or paid

Answer to Int. 9 I do not know anything about the matters Interrogatory Tenth. Did Albert Clapp after Charles W. Clapp had left Massachusetts assert to Claim that Charles W. Clapp owed you $650 dollars or $700, or any other sum and did he open up a suit & file a libel on the property of said Charles W. Clapp, and if so for how much & for what cause. State every fact and circumstance connected with the matter, and all that Albert Clapp said to you in relation thereto.

Answer to Int 10. He did not. I know nothing of the matter mentioned in

Interrogatory Eleventh. State whether you know any other facts or circumstances connected with the matters at issue in this cause which are pertinent thereto. If so state them fully and particularly

Answer to Int 11 I know nothing further.

Cross Interrogatories, and answers,

Cross Int 1st. In your answer to the direct interrogatories have you made any statements founded on hearsay or what you have heard others say and statements of matters not within your own knowledge.

Answer to Cross Int 1st. I have not.

Cross Int 2nd. How often have you seen Albert Clapp during the last three years and where have you been acquainted with him

Answer to Cross Int 2d. I dont know that I have seen him for three years was acquainted with him at West Newton and in Boston,

Cross Int 3rd. Have you any personal knowledge of the books and property of Albert Clapp in Boston or Salem, Mass. or any other place or places except Newton,

Answer to Cross Int 3d. I have not.

Cross Int 4th. When and how long did Albert Clapp live in Newton Massachusetts.

Answer to Cross Int 4th. Between two and three years I think,

Cross Int 5th. If you state in answer to the foregoing direct Interrogatory, that Albert Clapp is insolvent then state all the reasons for your said conclusion fully and in detail and do you intend to know all about his

272.

Invoices of property.

Answer to Cop Int 5. I dont state that he owns any.

Cop Int Article. May not Albert Blakes own property in Boston & Dallas. and notes and accounts without you being aware of the same.

Answer to Cop Int 6. He may.

Cop Int Seventh. May not Albert Blakes have loaned money within the last four years without you being aware of it.

Answer to Cop Int 7. He may have done so.

Silas Stone

William O. Tenney Being first duly sworn doth depose and say in answer to the several interrogatories as follows to wit.

Interrogatory First What is your name age occupation and place of residence

Answer to Int 1st. My name is William O. Tenney am forty eight years old, am a Trader and resident in Boston.

Interrogatory second. Do you know the parties plaintiff and Defendant in the Captions to this

interrogatories mentioned in said bill and which of them. and how long have you known them respectively

Answer to Int 2d. I know Albert and Charles H. Clapp. but none of the others. have known them between three and four years. admits.

Interrogatory 3rd. Did you know the Defendant Charles H Clapp. in the year 1859. & 60. if so where did he live and what was his business

Answer to Int 3d. yes. at the time I first knew him he resided in Waltham. He was then manufacturing White Lead.

Interrogatory Fourth. When did Charles H Clapp leave Massachusetts. how did he leave it. whether openly or secretly and was he considered at that time solvent or largely in debt. State fully all you know or believe as to his solvency or insolvency,

Answer to Int. 4. He left Massachusetts in the Spring of 1860. I do not know whether openly or secretly. He was considered good when my acquaintance commenced with him & have no means of knowing how he was considered when he left. I know nothing more than I have stated as to his solvency or insolvency

Interrogatory Fifth. Did or did not the said Charles H Clapp. abscond from Massachusetts sometime in the year 1859. or 60

274 Answer to Int. 5. I have no knowledge as to this.
I only know the fact that he went away
Interrogatory Sixth. Was Charles W. Clapp at the time
that he left Massachusetts, in the year 1860 a debtor
to you or either of you or either of you in any sum
of money if so how much. What for and under what
circumstances did such debt accrue. and what
arrangements if any did he promise to make
or did make for its payment. State fully
& minutely any circumstances connected with
said Clapps debt to you and the manner and cir-
cumstances under which he left.
Answer to Int 6. He was in the sum of one
Thousand Dollars. for money lent, I loaned
him the Thousand Dollars with the expectation
of a consignment from him of his produce.
which he promised to make. Consign-
ment he gave up his business before he left.
& I delivered to the Land and he did not make
the Consignment. The money so lent him to
make him to pursue his business & with the
understanding, that he should consign to me
from time to time for me to sell. & thus to
I should be kept secure.
Interrogatory Seventh. Where has Albert Clapp
resided for the last two years. What relation
if he to Charles W. Clapp and what is the cir-
cumstances of Albert Clapp as to property or means.

state fully every thing that you know as to his business as to his being a man of property, & a man notoriously insolvent,

Answer to Int 7. I do not know. I do not know what relation he is but understand that he is Charles H Clapp's uncle. At the time Christ knew that he was in the garrison house in Boston I have no means of knowing about his property. Supposed him to a man of some means I never heard of his being insolvent

Interrogatory Eighth. Was about Clapp, been in debt to you or either of you during the last two or three years & if so state how much he owes you what he owes you for what efforts you have made to collect the debt. with what success if any and whatever you have done as to his solvency & insolvency,

Answer to Int 8. No. and I know nothing as to his solvency & insolvency,

Interrogatory Ninth. Was Charles H Clapp indebted to the firm about Clapp. at the time that Charles H. Clapp left Massachusetts in 1860 & so. in what sum was he in debt to him for what. and how was such debt settled or paid.;

Answer to Int 9. I do not know Sir,

Interrogatory 10th. Did about Clapp after Charles H Clapp had left Massachusetts, ever you

to claim that Charles W Clapp owed you $650. instead of $200, or any other sum and did he give you a bill of sale of the property of said Charles W. Clapp. and a note for $ from him and dollars state every fact & circumstance connected with this matter and all that Albert Clapp said to you in relation thereto,

Answer to Int 10, I know nothing of this matter,

Interrogatory Eleventh, State whether you know any other facts or circumstances connected with the matter at issue in this cause, which are pertinent thereto if so, state them fully and particularly

Answer to Int 11. I know nothing further,

Cross Interrogatories and answers.

Cr Int First Are your answers to the direct interrogatories have you made any statements founded on hearsay or what you have heard others say. and statements of matters not within your own actual knowledge,

Answer to Cr Int 1st My statements have been all made on hearsay save the fact of the loan of Money

Cr Int second How often have you seen Albert Clapp during the last three years and where

have you been acquainted with him?

Answer to Crop Int 2d. I cannot say. I have not been in the habit of seeing him of late.

Crop Int Third. Have you any personal knowledge of the moneys and property of Albert Clapp in Boston or Salem Mass or any other place or places except Newton,

Answer to Crop Int 3d. I have not.

Crop Int Fourth When and how long did Albert Clapp live in Newton Massachusetts.

Answer to Crop Int 4. I do not know.

Crop Int Fifth. If you state in answer to the Seventh, direct interrogatory, that Albert Clapp is insolvent, then state all the reasons for your said conclusion fully & in detail, and do you pretend to ~~state~~ know all about his moneys and property,

Answer to Crop Int 5. I do not state that he is insolvent.

Crop Int Sixth May not Albert Clapp own property, in Boston & Salem, and notes and accounts without you being aware of the same?

Answer to Crop Int 6. Yes.

Crop Int Seventh, May not Albert Clapp have loaned money within the last few years without you being aware of it.?

Answer to Crop Int 7. Yes

Crop Int. Eighth, Did you see C M Clapp at any time in Chicago? If so when and

under what name was he going? and when did you first learn he was in Chicago,

Answer to Qop Int 13. I did. I saw him there about two years ago & knew him under no other name than C W Clapp. and did not know that he was going under any other name at that last time since then I have heard that he was doing business and under the name of Wightman & think the first & knew of him being in Chicago was when I met him there. & think I had heard before that he was in Chicago Can't tell when I first heard that he was there,

Wm. P. Tenney

And afterwards to wit: on the 26th day of July in the year aforesaid the same being one of the days of the July Term of said Court the following among other proceedings were had and entered of record in said Court to wit,

John A Clark.
vs.
De A Weightman alias Charles W Clapp,
Albert Clapp
Frederick P. Kaehler.
Charles K. Koehler.
Frederick Johnson, and
Marion Blanchard

Decree,

This cause having been duly brought to a hearing on the motion to dissolve the Injunction on the bill, answer and proofs taken pursuant to Sec 13. of the Chancery Code, and the same having been fully argued by Counsel for complainant, and Defendants, and all the proofs taken therein, duly considered. It is ordered, adjudged, and decreed and the Court doth hereby order adjudge and decree that the pretended assignment from De A Weightman alias Charles

280

W Clapp. to about Clapp of the ten promissory notes. made by Frederick Johnson for two hundred Dollars $200, each, dated the 16th December 1861, and secured by Mortgage on the Schooner Palmetto, bearing date the 16th of December 1861, and also the two promissory notes made by Frederick Koehler and Charles Koehler for five hundred dollars $500 each, secured by Mortgage on the Schooner Argo bearing date January 15th 1862, be and the same is hereby declared null fraudulent and void

t. or

Ordered adjudged and decreed, that Frederick & Koehler. Charles W Koehler and, Frederick Johnson, do forthwith pay unto the Clerk of this Court, the full amount of principal and interest up to the day of service of Garnishee process, on them and due by them and each of them by the said Frederick, Johnson, the said ten promissory notes, dated 16th December 1861 for two hundred Dollars $200 each, secured by a Mortgage on the Schooner Palmetto. dated 16th December 1861. as collateral security, to said notes and the said Frederick and Charles Koehler pay their two notes for $500 each secured by a Mortage, on the Schooner Argo bearing date the 15th January 1862 and that upon the payment by them of the said notes,

Stricken out ordered adjudged & decreed that the injunction heretofore granted against the above named defendants and each of them & the same is hereby made perpetual

and Mortgages, that the said Albert Clapp, and Marion Blanchard do forthwith cancel, release, and discharge, the said several notes, and Chattel Mortgages, and do deliver them so cancelled and discharged, forthwith, to the maker thereof and in default of such release, and discharge, that a certified Copy of this decree, shall forthwith be delivered by the Clerk of this Court, to the said Francis & Koehler Charles M Koehler. Francis John Johnson, which decree, shall be to them, a full and final release discharge, and cancelment of the said several notes, and Chattel Mortgages.

And it is further ordered adjudged, and decreed, that the Clerk of this Court shall pay over to the Complainant in this case & Solicitors attorneys on the judgment in his behalf in this Court, set forth in the Bill of Complaint his pro-rata proportion of the said Moneys, or to be paid into Court by the Defendants, Francis P. Koehler & Charles M. Koehler, and Francis John Johnson Garnishees named as defendants in said Suit

And it is further ordered adjudged and decreed, that the said Complainant do recover of the defendants Da Weightman

alias Charles W Clapp and about Clapps
their costs and Charges in this behalf ex-
pended, to be taxed, and allowed, by the Clerk
of this Court and that Execution do issue
therefor.

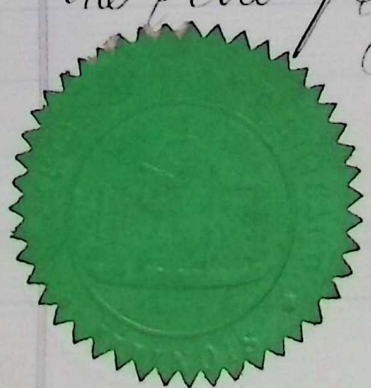
283

State of Illinois }
County of Cook } ss

I Thomas B Carter Clerk of the Superior Court of Chicago within and for the County and State aforesaid do hereby certify the above and foregoing to be a true, perfect and complete transcript of all the papers now on file in my office together with all the orders and decrees made and entered of record in a certain cause lately pending in said Court on the Chancery side thereof wherein John A Clark was complainant and A Draughtman alias G W Clapp Albert Clapp Frederick Kaepler Frederick Johnson and Mary Blanchard were defendants, together with the depositions of E W Peck, Benj F Porter, W F Tenny, E W Weare Elias Stone B F Hamilton Lewis Clapp, J M Cummins and P Emery Marsh read in evidence in said cause.

In Witness Whereof, I have hereunto set my hand and affixed the the seal of said Court at Chicago this Sixth day of February A.D. 1864

Thomas B Carter, Clerk





284

Supreme Court

C. W. Clapp Albert Clapp
Frederick Johnson Frederick
Bachler Charles Bachler &
Marvin Blanchard
Plaintiffs in Error
vs
John A Hart
Defendant in Error

And the said Plaintiffs in Error by Garrison & Blanchard their Attorneys come and say that in the record and proceedings aforesaid there is manifest Error in this to wit.

1st The Court Erred in not dissolving the injunction on the motion of Plffs in Error.

2nd The court erred in rendering a final Decree on the motion to dissolve the Injunction, before the cause was ready for final hearing without an order setting the cause down for hearing or closing proofs and without notice ~~notice~~ to the plaintiffs in Error or either of them or their Attorneys.

3 The Court Erred in making said Injunction perpetual.

4 The Court Erred in perpetually enjoining the payment of four thousand Dollars and interest due from Johnson & Bachler to Albert Clapp and directing the sum of three thousand Dollars to be paid over to satisfy a claim of $1523.

5 The Court Erred in decreeing the transfer of $3000 of said notes & Mortgages to Albert Clapp fraudulent & void.

6 The court erred in decreeing the payment of notes made by Garnishee to John A Holt which were not due at the time judgement was rendered in said attachment suit, in his favor

7 The court erred in perpetually enjoining the payment of said ten notes made by Johnson and said four notes made by F & C. Bachler amounting to $4000 & interest and admitted to be due and owing by them & held & owned by Albert Clapp without making any disposition of the same.

8 The court erred in not dissolving the injunction on the bill answers & proofs because the charges of fraud and secret trust are disproved

9 Because the equity of the bill does

fully denied and those denials in the several answers fully sustained by the proof.

10 Because the complainant had a complete remedy at law.

11 Because the judgment in favor of John A Hart was not evidence of a debt and was not a foundation for a bill in equity

Wherefore the said ~~defendants~~ Plaintiffs in Error pray that the said decree be reversed annulled and held for nothing and that they be restored to all things they have lost by reason thereof

By Garrison & Blanchard
their Attys

Supreme Court of Illinois
Third Grand Division
April Term 1865

L. A. Nightman Alias L. W. Clapp
Albert Clapp, Frederick Rochler
Chas Rochler Frederick Johnson
& Marvin Blanchard
vs
John A. Hart

And the said John A. Hart now comes and says that there is no Error either in the record and proceedings aforesaid or in the Decree aforesaid; And therefore he prays that the said Decree may be affirmed & that his costs may be adjudged to him &c

Ry. Bates Tuska
Attys for Defendant in Error

John A Hart

vs

2 A Nightman alias

C. W. Clapp et al.

And the said John A Hart now comes and says that there is no error in the record and proceedings aforesaid and therefore he prays that the said decree be affirmed & that his costs may be adjudged unto him &c

Chicago April 15. 1864

Let the writ of error in this case be made a supersedeas of that portion of the decree which requires the Clerk of the Superior Court to pay over to John A Hart or to his Attorneys a certain proportion of the moneys by said decree ordered to be paid into said Court; but of no other portion of said decree, upon the said Albert Clapp giving bond in the penal sum of five hundred dollars with Amos T Tompkins as surety conditioned according to law

O Bronson

Associate Justice Sup Court