

67-73 of 280
Eunice Chapman

William B Ogden et al

Part 2nd
Recd & enro file Apl 19. 1860
L. Island
C.W.

Eunice Chapman vs Mrs B. Ogden et al

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Don't mind the...

This side up /

(1)

Land Office Certificate to Francis C.
Blanchard. Certificate 3160.

No 3931.

Land Office at Chicago Ill.
17 June 1836.

Received of Francis C. Blanchard of Cook County Illinois
the sum of Twenty two Hundred Dollars, cents being in
full payment, for the, the North $\frac{1}{2}$ & S. $\frac{1}{4}$ 21. Section 29 &
28. in Township No 32, North of Range No 9 East of the
third principal Meridian. Containing 1760, and hundredths
of an Acre, at the rate of \$1²⁵ per acre,
\$22 00.

E. D. Taylor Receiver.

Filed June 4th 1839.

State of Illinois,
County of Will. Co. I Alexander Mcintosh Clerk
of the Circuit Court and Ex officio Recorder in and
for said County in the State aforesaid, Do hereby cer-
tify that the annexed is a true and correct copy of
the Record, of a certain instrument filed in my office
On the fourth day of June AD 1839, and recorded in
Book "E" of Records on page 442, the parties to the same
being E. D. Taylor, Land Office Receiver at Chicago Illinois
of the first part, and Francis C. Blanchard of the second
part. In testimony whereof, I have hereunto set
my hand and affixed the seal of our
said Court, at Joliet this 15th day of
September AD 1839.

A. Mcintosh

Clerk of Circuit Court and ex-
officio Recorder of Will County.

Francis G. Blanchard, to Daniel A. Baldwin.
Deed 3161.

This indenture

Made this first day of June, in the year of our Lord One thousand eight hundred and thirty nine, Between Francis G. Blanchard, of Chicago in the County of Cook, and State of Illinois, party of the first part and Daniel A. Baldwin of the City of New York, party of the second part, Witnesses, that ^{the} said party of the first part for and in consideration of the sum of twenty seven hundred dollars, lawful money in hand paid by ^{the} said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, remised, released, aliened and confirmed & by these presents doth grant, bargain, sell, remise release, alien and confirm ^{said party of the} second part, and to his heirs & assigns forever, all those certain tracts or parcels, ^{of land} situated lying & being in the County of Will. in the State of Illinois, known ^{and} designated and described by the United States Surveys, thereof as Sections numbered twenty eight (28) twenty nine (29), thirty three (33) All in Township number thirty two (32), North of Range number nine (9) East of the third (3d) principal Meridian, Together with all and singular the Appurtenances and hereditaments, thereto belonging or in anywise appertaining, and the reversions and reversions, remainders and remainders, rents issues and profits thereof, And all the estate, right, title interest claim and demand, whatsoever of the said party of the first part, Either in Law or Equity, of, in, and to the above bargained premises with the hereditaments and appurtenances, to have and to hold, the said premises as above described, with the appurtenances unto the said party of the second part, and to his heirs and

(3)

and assigns forever, And the said party of the first part, for himself, his heirs, Executors and administrators doth covenant, grant bargain and agree, to and with the said party of the second part, and to and with his heirs and assigns, that at the time of the enrolling and delivering of these presents he is well seized of the premises above conveyed, as of a good sure, perfect, absolute and indefeasible Estate of Indemnity ^{in the Law in possession and hath good right} of full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and the same are free and clear of all incumbrances of what kind and nature soever, And that the above bargained premises, in the quiet and peaceable possession, of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim, the whole or any part thereof, he will forever warrant and defend, In witness whereof the said party of the first part hereunto sets his hand and seal, the day and year first above written.

Sealed and delivered, }
in the presence of Geo Davis } Francis G. Blanchard Esq.

State of Illinois }
Cook County, } Geo. Davis Clerk of Co.
County let. of said County, do certify that F. G. Blanchard, whose signature appears to the within Recd. & also is personally known to me to be the person known and described in & who executed the same, did acknowledge the same to be his free and voluntary act & deed for the uses and purposes therein mentioned.

Given under my hand and seal official this 30th day of June, in the Year of our Lord one thousand eight hundred and thirty nine.
Geo Davis S. S., Co. Clk.

State of Illinois, }
 County of Will. } ss. I, Alexander Mcintosh
 Cler- of the Circuit Court, And Ex officio Recorder
 in and for said county, in the state aforesaid. Do
 hereby Certify that the annexed is, a true and correct
 copy of the Record of certain Instrument filed in my
 office on the fourth day of June A.D. 1839, And
 Recorded in Book 'E' of Records on page 442 + 3. the
 parties to the same being Francis C. Blanchard.
 of the first part And Daniel C. Baldwin of the
 second part. In testimony whereof, I have here-
 unto set my hand and affixed the seal of our said
 Court, At Joliet this 15th day of
 September A.D. 1839,

S. L. S.

A. Mcintosh

Clerk of Circuit Court and
 Ex officio Recorder of Will Co.

(N^o 94)

Daniel C. Baldwin to Francis C. Blanchard
 Mortgage 3/6 2,

This Indenture

Made this first day of June in the
 Year of our Lord. Eighteen Hundred and thirty nine,
 Between Daniel C. Baldwin of the City of Chicago
 party of the first part, And Francis C. Blanchard
 of the City of Chicago, County of Cook, State of
 Illinois, party of the second part,

Whereas the said party of the first part, is jointly
 indebted to ^{the} said party of the second party of the second
 part, in the sum of two thousands and dollars of
 Lawful money, of the United States, to be paid to
 said party of the second part, on or before the first
 day of June which will be in the year One thousand

(5)

And Eight hundred and forty, together with interest thereon from the date hereof until paid, at & after the rate of seven per centum per annum,

I do therefore this Indenture witnesseth that the said party of the first part, for the better securing the money aforesaid, with interest thereon at the rate of seven per centum per annum, as above mentioned, and also in consideration of the further sum, of one dollar, to him in hand paid by said party of the second part, at the delivery of these presents, the receipt whereof is hereby acknowledged, hath granted bargained sold and conveyed, and by these presents doth grant bargain sell and convey unto the said party of the second part, his heirs and assigns forever all these certain parcels and tracts of land, Situated in the County of Will State of Illinois, known designated and described by the United States Surveys thereof, as Sections number twenty eight (28), twenty nine (29) and thirty three (33) All in Township number thirty two (32), North of Range number nine (9) East of third principal Meridian. To have and to hold, the same together with all and singular, the tenements, hereditaments, privileges and appurtenances, thereunto belonging or in any wise appertaining, And also all the Estate, interest, and Claims, whatsoever in Land as well as in Equity, Which the party of the first part hath in or to the premises, hereby conveyed unto the party of the second part, his heirs and assigns and to their only proper use benefit & behoof, Provided, Always and these presents are upon this express condition That if the said party of the first part, his heirs, Executors or Administrators, shall well and truly pay or cause to be paid to said party of the second part, his heirs Executors and Administrators or assigns the aforesaid sum of money, with such interest

(4)

second part. In testimony whereof ^{have} I hereunto
set my hand and affixed the seal of our said Court,
At Solit. this 15th day of September AD. 1857.
A W. J. Insoch Clerk of the Circuit Court & Ex. Officer
Francis G. Blanchard, to ^{Receiver of the Court} Clerkly ^{of the Court} ~~Sunderline~~
(No. 98) Deed.

This Indenture made
this 28 day of November, in the Year of our Lord
One thousand eight hundred and thirty eight,
Between Francis G. Blanchard, City of Chicago
State of Illinois party of the first part, and
Clerly ^{of same place} ~~Sunderline~~ party of the second part. Witnesseth
that the said party of the first part, for and in
consideration of Eight hundred Dollars, in hand
paid by the said party of the second part, the receipt
whereof is hereby acknowledged, ^{granted} he do bargain
sell remise release & aliened & confirmed &
by these presents do grant bargain sell remise
release alien and confirm unto the said
party of the second part, and to his heirs and
assigns forever, all those certain tract or parcels
of land known and designated as follows to wit.

^{Section} The North half and south west quarter of
Twenty one, the South East quarter of sec twenty five
In township thirty two, North, Range Nine East,
3^d Principal Meridian Containing six hundred
and forty acres, & situated in Will County.

Together with all and singular
the hereditaments & appurtenances. Thereunto be-
longing, or in any wise pertaining, & the reversions
and reversion, remainder and remainders,
rents issues and profits thereof. And all the estate
right, title interest ~~title~~ or claim of the said
party of the first part, either in law or equity,
of in and to the above bargained premises.

with the Covenants & appurtenances. To Have and to hold the said premises as above described, with the appurtenances unto the said party of the second part, and to his heirs and assigns, that at the time of the enrolling and delivery of these presents he is well seized of the premises above conveyed as of a good sure perfect absolute and in defeasible Estate, of inheritance in the law, in possession, and has good right, full power and lawful Authority, to grant bargain sell & convey the same in manner and form ^{as} above said, and that the same are free and clear of all incumbrance of what kind or nature soever, And that the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons, lawfully claiming or to claim the whole or any part thereof, will forever warrant and defend.

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

Sealed and delivered
in the presence of Geo Davis

Francis C.
Blanchard

Seal

State of Illinois,

J. George Davis
Clerk of County Court

Court in and for the County of Cook, in the State aforesaid do hereby certify that Francis C. Blanchard is personally known to me as the same person whose name is subscribed to the foregoing Recd. appeared before me

(9)

the day in person, and acknowledged that he signed sealed, and delivered the said deed as his free and voluntary act, for the use and purposes therein set forth,

Given under my hand
and official seal at
my Office in Chicago this 28 day of Nov,
1838. (L.S.) Geo Davis Clk.

Filed December 1st 1838
Recorded in Book C. on page 124,

State of Illinois }
County of Will } ss.

I, Alexander Mc
Intosh, Clerk of the Circuit Court, in and
Ex Officio Recorder, in and for said Co
in the State aforesaid, do hereby certify
that the annexed is a true and correct copy
of the Recd of a certain Instrument filed
in my office on the nineteenth day of
December, A.D. 1838, and Recorded in
Book "C" of Records on Page 124, the parties
to the same being Francis G. Blanchard of
the first part, and Emsley Sunderland
of the second part. In testimony whereof
I have hereunto set my hand and affixed the
seal of our said Court, at Solist this 15th day
of September A.D. 1839.

A. Mc Intosh
Clerk of the circuit Court and
Ex officio Recorder of Will
County.

Elmsley Sunderland ^{& wife} & D. A. Baldwin

Deed, (No 99)

This Indenture

Made this Seventh Day of November in the Year of our Lord One thousand Eight Hundred & forty, Between Elmsley Sunderland and Sarah his wife, of Lake County State of Illinois, of the first part and Daniel A. Baldwin of the City County & State of New York of the second part,

Witnesseth that the said parties of the first part, for and in consideration of the Sum of Eight Hundred dollars ^{money} ~~up~~ and paid by the said party of the second part, the receipt ~~whereof~~ ^{whereof} is here by acknowledged have granted bargained, sold, released aliened and confirmed, and by these presents do grant, bargain sell remise release alien and confirm unto the said party of the second part, and to his heirs and assigns forever, all those certain tracts or parcels of lands known and designated as follows to wit the North half of the South West quarter of Section twenty one also the South East quarter of Section twenty five all in Township thirty two North & Range nine East third principal Meridian, Containing Six hundred and forty Acres situated in Will County,

Together with all and singular the hereinaunts and appurtenances there unto belonging in any wise appertaining, and the reversion and reversions remainder and

6
(11)

remainders, rents, issues and profits, thereof. And all the estate, right, title, interest claim or demand whatsoever, of the said parties of the first part, Either in Law or Equity, of in or to the above, bargained premises, With the hereditaments and Appurtenances, I do Have and to Hold, the said premises, as above described with the appurtenances unto the said party of the second part, And to his heirs and assigns forever. And the said

Elmsey, Sunderland for himself his heirs executors and administrators, does grant bargain and agree to and with the said party of the second part and to his heirs and assigns that at the time of the ^{and delivery} enrolling of these presents he is well seized of the premises above conveyed as of a good sure, perfect absolute and in defeasable estate of inheritance in the law in fee simple and has good right full power and lawful authority to grant bargain sell and convey the same in manner and form as aforesaid and that the same are free clear of all incumbrances, of what kind or nature soever, and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part to his heirs and assigns and against all and every person or persons lawfully claiming or to claim the whole or any part, thereof will forever warrant and defend in witness whereof said party of the first part, have hereunto set their hands and seals the day and year first above written

Sealed and delivered in the presence of ^{Edw. Elmsley Snyderline} Sarah Sunderline,

State of Illinois } ss. Be it remembered that on the 14th
Lake County } day of November personally came
before me a Justice of the peace in said County
Elms. Sunderline and Sarah Sunderline his
wife the within named grantors, to me well known
and duly acknowledged that they executed the
within named deed, and for the purposes within
mentioned And the said Sarah Sunderline, on
Examination by separate and apart from
her husband duly acknowledged that she
executed the same freely and without fear or compulsion
of him her said husband.

Charles S. Carey J. P.

State of Illinois } ss. I, Henry B. Steele Clerk,
Lake County } of the County Commis-
sioners Court, of & for Lake County aforesaid
do hereby certify, that Charles Carey whose
name appears, to the foregoing Certificate was
on the day the same was made an acting Jus-
tice of the peace in and for the said county, regu-
larly commissioned and qualified and that on the
full of faith and credit are due and of right
ought to be given to all his official acts.

In testimony whereof I set my hand and
private seal (No official seal having as yet been
furnished.) this 14th day of September A.D. 1840,



Henry B. Steele Clerk of the County
Commissioners Court, of Lake Co.
Illinois, & Filed Dec 19th 1840 Recorded by Book

(13)

State of Illinois }
County of Will } ss.

I Alexander McIntosh Clerk
Clerk of the Circuit Court, and
Ex officio Recorder in and for said County, in the
State aforesaid Do hereby certify that the annexed
is a true and correct copy of the Record of a
certain Instrument filed in my office on the 19th day
of December A.D. 1840, and recorded in Book J
of Records, on page 464, The parties to the same
being Elysey Sanderlin and Wife, of the first part,
and Daniel A. Baldwin of the second part.

In testimony whereof I have hereunto set my
hand and affixed the seal of our said Court at
Joliet. this 15th day of September A.D. 1857.

LS,

A. McIntosh Clerk of the
Court and ex officio Recorder of Will Co,

Daniel A. Baldwin & wife Bank of Oswego
Deed, (100)

This Indenture

Made the 4th day of June
in the Year of our Lord one thousand Eight
hundred and forty one, Between Daniel
A. Baldwin and Elysey Sanderlin Wife, of the
City, County and State of New York of the
first part and C. C. Brown, now a President of the
Bank of Oswego State of New York of the second
part.

13.

Witnesseth that the said parties of the
first part for and in consideration of the
sum of One thousand dollars lawful money

of the United States, to them with and paid by the
 said party of the second part - at or before
 the encasing of delivery of these presents, the
 receipt whereof is hereby acknowledged.
 And the said party of the second part, his
 heirs, executors and administrators ^{forever}
 released and discharged from ^{by these presents} the same, have
 granted bargained sold aliened remised
 released conveyed and confirmed and by
 these presents do grant, bargain sell alien
 remise release convey and confirm, unto the
 said party of the second part, and to said Bank
 and to its assigns forever, All these certain pieces
 parcels or tracts of lands known and designated
 by the United States survey, as the south East
 quarter of section number twenty five (25)
 Township thirty two (32) North Range Nine (9)
 East third principal Meridian containing
 One hundred and sixty acres, situated in
 Will County State of Illinois, together with
 all and singular the tenements, heredita-
 ments, and appurtenances thereunto belong-
 ing or in any wise appertaining and the
 reversions and reversions remainder and
 remainders, rents issues and profits thereof,
 and also all the estate right title interest own-
 er and right of dower, property possession claim
 and demand whatsoever as well in law as
 in equity of the said party of the first part,
 of in and to the same of every part or parcel
 thereof with the appurtenances, To Have &
 To Hold the above granted bargained &
 described Premises, with the appurtenances
 unto the said party of the second part
 and said Bank heirs and its assigns to him

or their own proper use, benefit & behoof, for
 ever, And the said Daniel A. Baldwin
 for himself his heirs executors & administrators
 does covenant grant and agree
 to and with said party of the second part
 and to said bank and its heirs and af-
 signs that the said Daniel A. Baldwin
 is at the time of the sealing and delivery
 of these presents lawfully seized in
 his own right of a good absolute and co-
 deuce as able estate of inheritance in the
 law in fee simple and in all and singu-
 lar the above granted and described premi-
 ses with the appurtenances therunto belong-
 ing, and has good rights, full power and
 lawfull Authority to grant bargain sell
 & convey the same in manner aforesaid,
 & that the said party of the second part,
 & said Bank and its assigns, shall and may
 at all times hereafter peaceably and quiet-
 ly have hold, use, occupy, possess and en-
 joy the above granted premises, and every
 part and parcel thereof with the ap-
 purtenances, without any let, suit trouble, mo-
 lestation, eviction or disturbance of the
 said parties of the first part, their heirs and
 assigns or any other person or persons, law-
 fully claiming or to claim the same, and
 that they are now free clear, discharged
 and unincumbered of and ^{from} all former
 & other grants title, charges, estates, taxes
 assessments and encumbrances, of what
 nature or kind soever, and that ^{also} said
 parties of the first part & their heirs and

(14)

Part, and their heirs and against all and every person and persons, whomsoever, lawfully claiming or to claim, the same, shall and will warrant and by these presents forever defend,

In witness whereof, the parties to these presents have hereunto interchangedably set their hands and seals of the day and year first above written. Sealed and delivered in the presence of A. P. Holdridge the several interlineations, "and to said Bank and its" as it occurs, ^{made} before delivering.

Wm. H. Cagle }

D. A. Baldwin (Seal)

A. A. Baldwin (Seal)

State of New York,

Columbia County }

ss. Be it remembered that in the 4th day of June

in the Year of Our Lord One thousand Eight hundred and forty six, Personally came before me, Abraham S. Holdridge first Judge of the ^{Court of} Common Pleas, ~~Court~~, in and for the County of Columbia, Daniel A. Baldwin and Abigail Ann Baldwin, the within named Grantors to me well known and duly acknowledged, that they executed the within deed for the purposes therein mentioned. And the said Abigail in summons by me separate and apart from her husband, duly acknowledged that she executed the same freely and without fear or compulsion of him her said husband. Having examined the same and finding therein no material erasures alterations or interlineations do allow the

same to be recorded,

H. P. Holmidge, First Judge
of Columbia County, & of the
degree of councillor at law in
the supreme court,

State of Illinois, } ss.
County of Will }

I, Alexander McIntosh,
Clerk of the Circuit Court,
and ex officio Recorder, in and for said Coun-
ty in the State aforesaid, do hereby Certify
that the annexed is a true and correct copy
of the Record of a certain instrument filed
in my office on the fourth day of Decem-
ber, A. D. 1841, and recorded in Book Q.
of Records, on Page 216 & c, the parties to
the same being Daniel A. Baldwin & wife
of the first part and, Edwin Kunda, Pres-
Bank, of Oswego, of the second part. In
testimony whereof, I have hereunto set my hand and
affixed the seal of our said Court at Joliet,
this 15th day of September, A. D. 1857.

A. S.) A. McIntosh
Clerk of the Circuit Court and Ex officio
Recorder of Will County

Daniel A. Baldwin & wife, F. L. B. Crocker,
Et al Assignees & c, Quit C. Recd, (N^o 101)

So all whom these presents shall
come greeting. Know Ye that we

10
(19)

Daniel A. Baldwin of the City of New York and Abby Thim his wife for and in consideration of the sum of Ten Thousand Dollars, Lawful money of the United States of America, to them well and paid by Lucius B. Crocker, Abraham P. Grant, assigns of Moses S. Hatch, under due assignment, bearing date the seventeenth day of January, in Eighteen hundred and forty. At, or before the Ensealing and delivering of these presents, the receipt whereof is hereby acknowledged, has remised released and forever quit-claimed and by these presents do forever remise release & forever quit-claim unto the said Lucius B. Crocker & Abraham P. Grant, assigns as aforesaid & to their and each of their heirs assigns, & successors forever, All these certain pieces or parcels of lands lying and situated in Will County in the State of Illinois, & known and distinguished as follows. By the United States Survey to wit.

Section Number (33) thirty three, North east quarter & the South East quarter, and east half of the South west quarter, of Section twenty nine (29) Allen Township thirty two (32), North of Range nine (9) East of the third (3) Principal Meridian. Being part of the same land heretofore conveyed to said Daniel A. Baldwin, by Deed executed by Francis G. Blanchard, of Chicago, bearing date, June 1st 1839, or about that time containing two hundred and forty acres of Land And for the consideration aforesaid, the said

Daniel A. Baldwin for himself his heirs &
assigns doth covenant and agree ^{to and} with the said
Lucas B. Crocker. And Abraham P. Grant,
assigns as aforesaid, that he has not in any
way or manner conveyed or conveyed the
above said premises, or any part thereof.

(Except by a deed to Peter P. Auguin, as trustee
for Mr. Hatch, which is said to be lost, &
except a mortgage to the same, which he is to
pay and on which is due about seven
hundred dollars, and interest), since the
title thereto came to him, and will forever war-
rant and defend said above premises and every
part thereof against all and any acts of him
the said Baldwin, and any manner in which he
may have granted on said premises, except
as aforesaid, To Have & To Hold the said releas-
ed premises unto the said Lucas B. Crocker,
& Abraham P. Grant. And their successors
heirs and assigns to their own proper use &
benefit. forever.

In testimony Whereof, the
said Daniel A. Baldwin, And Abby Ann
his wife have hereunto set their hands and
seals, this twenty third day of July, in the
year of our Lord One thousand Eight hun-
dred and forty One. Sealed And delivered
in the presence of,

N. B. Interlineations
in lines thirteen & twenty
nine, from top, before signi-
ng A. P. Grant as witness
D. A. Baldwin's Signature

D. A. Baldwin
Seal
D. A. Baldwin
Seal

11
(21)

State of New York } ss. On the twenty third day of
Orleans County } July in the year of our Lord
One thousand Eight Hundred and forty one
Personally appeared before me Daniel A. Baldwin
Known to me to be the person described in and who
executed the within Indenture, and acknowledged
the execution thereof. Which I do hereby certify.
S. B. Ludlow Supt. Court, Com.
ex officio.

State of New York } ss. This may certify that on the
Columbia County } Twenty seventh day of August
in the year of our Lord one
thousand Eight Hundred and forty one, Personally
appeared before me Abigail Ann. Baldwin, the
Wife of Daniel A. Baldwin, the within named
grantors. And acknowledged on being examin-
ed separate and apart from her husband
that she executed the same as her voluntary act,
and without any fear threat or compulsion
of her husband & is the person within named.
A. P. Holdredge First
Judge of Columbia County

State of New York } ss. This may certify that on this
Columbia County } 2nd day of August 1841,
Personally appeared before me Abigail Ann. Bald-
win the wife of Daniel A. Baldwin the Grantors in
the Deed hereto annexed to me well known as the
said person described in said deed, and who, ack-
nowledged on being examined separate and ap-
part from her said husband, that she executed
the said annexed deed, ^{as her voluntary act & deed} without any fear threat
or compulsion of her said husband.

Filed Dec 4th 1841,

A. P. Holdredge First Judge
Recorded in Book B. Page 215 of Columbia County.

State of Illinois }
County of Will } 2d.

J. Alexander Mc Intosh
Clerk of the Circuit Court and

Ex officio Recorder, in and for said County, in the
State aforesaid do hereby certify that the annexed is
^{true &} a correct copy of the Record of a certain instrument
filed in my office on the fourth day of December
A.D. 1841, and recorded in Book G. of records and on
Page 215; the parties to the same being Daniel & Bald-
win's wife, of the first part, and Crocker & Grant
(assignees of M.P. Hatch) of the second part. In testimo-
ny whereof I have hereunto set my hand and
affixed the seal of our said Court at Joliet, this 15th
day of September A.D. 1857. J. A. Mc Intosh

Clerk of the Circuit Court, &
Ex officio Recorder of Will. Co.

(N^o. 102)

Daniel A. Baldwin & wife to Eunice Chapman
Deed.

This Indenture Made this 21st day, of ~~the~~
March in the Year of Our Lord One thousand and
Eight hundred forty six between Daniel A.
Baldwin and Abby ^{Ann} his wife, of the City and State
of New York, of the first part and Eunice
Chapman of the City of Brooklyn County of
Kings State aforesaid, of the second part

Witnesseth that the said parties of the first
part for and in consideration of the sum
of Three Thousand Dollars lawful money
of the United States, to them with and paid by
the said party of the second part, at or before the
sealing and delivering of these presents, the
receipt whereof is hereby acknowledged. ~~By~~
by these presents, do grant bargain sell,

and the said party of the second her heirs
executors and administrators forever released
and discharged from the same, by these presents
have granted bargain sold, aliened, remised released
conveyed and confirmed and

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(23)

Alien remise release convey and confirm,
unto said party of the second part & to his
heirs and assigns forever, All those certain lots
tracts or parcels of land, situated lying and
being in the County of Will and State of
Illinois, and known designated and descri^{bed},
by the United States survey, thereof. As Section
Number twenty Eight (28) the North West
quarter, & the south half of the South West
quarter of Section Number twenty nine (29)
Also the South West quarter of Section twenty
one (21) All in township Number thirty two,
North of Range Number nine (9) East of the
third (30) principal Meridian containing
all Ten hundred & forty Acres, by the
United States survey.

Together with all and
Singular, the tenements, Hereditament and
appurtenances thereto belonging, or in any
wise appertaining, and the reversion and reversions
repe and der and reman ders rents issues & profits
thereof, and also all the estate right title inter-
est, dower and right of dower, property possession
claim and claim and, whatsoever as well in law
as in Equity of the said parties of the first part,
of us and to the same and every part and par-
cel thereof with the appurtenances

To have and to hold, the above, granted
bargained and described premises, with the
appurtenances, unto the said party of the second
part, her heirs and assigns, to her or their proper
use benefit and behoof forever, And the said
Daniel A. Baldwin, for himself his heirs execu-
tors administrators do even out grant bar-
gain and agree to and with said party of

second part, their heirs, and assigns that the
said Daniel H. Baldwin, at the time of the en-
sealing and delivery of these presents, is lawfully
seized of his own right, of a good absolute
and in defeasable estate of inheritance of
fee simple of in and to all and singular,
the above granted and described premises
with the appurtenances and hath good right
full power, and lawfull authority to grant
bargain sell and convey, the same in man-
ner aforesaid, and that the said parties
of the second part, their heirs and assigns shall
and may at all times hereafter, peaceably
and quietly have hold use occupy possess
enjoy the above granted premises, and
every part and parcel thereof with the appur-
tenances & without any let suit trouble mo-
lestation eviction or disturbance of the said
parties of the first part, their heirs and or
assigns or of any other person or persons.

Lawfully claiming or to claim the same, and
that the same now are free clear discharged and
unincumbered of and from all ^{former} other
grants titles charges estate Judgments
taxes assessments or ^{and also} any other or any, of
what nature or kind soever, that the said parties
of the first part and their heirs, and all
and every person or persons, ^{whomever} lawfully or eq-
uitably ^{claiming} any estate right title interest of in
and to the heretofore granted premises, by
from under or in trust, for them shall ^{and} will
at any time or times hereafter, upon the
reasonable request or at the proper costs,
and charges in the law, of the said party
of the second part, their heirs and assigns

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(25)

make do and execute; or cause to be made
done or executed. all and every such further
and other lawfull and reasonable acts,
Conveyances ^{and} Assurances, in the law, for the better &
more effectually vesting and confirming
the premises, hereby granted, or so intended to be,
in and to the said party of the second part,
her heirs and assigns, forever, as by the said
party of the second part, her heirs or assigns,
or her or their counsel learned in the law,
shall be reasonably advised or requested
and the said Daniel H. Baldwin, his heirs
the above described and hereby granted and
released premises, and every part and
parcel thereof, with the appurtenances
unto the said party of the second part, her
heirs and assigns against the said parties of the
first part, and their heirs, and against all
and every person or persons who so ever,
lawfully claiming or to claim the same, shall
and will warrant and by these presents
forever defend.

In Witness whereof the parties
to these presents, have hereunto inter change-
ably set their hands and seals, the day &
year first above written.

Sealed and delivered, } D. A. Baldwin Deed
in the presence of John Stark, A. A. Baldwin Seal

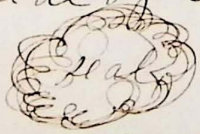
City and County of New York,

On this twenty
seventh day of March, in the year of our Lord
One thousand eight hundred and forty six,

Before me personally came Daniel A. Baldwin
and Abby Ann his wife, known to me to be the
individuals described in and who executed
the within conveyance, who acknowledged that
they executed the same for the purposes therein
mentioned and the said Abby Ann upon a private
examination by me separate and apart from
her ^{said} husband, acknowledged that she exe-
cuted the said conveyance freely and without
compulsion, of her said husband,

John Stark Comr of
State of New York } Deeds &c,
City & County of New York } ss,

I James Cannon Clerk
of the City and County of New York, do hereby
certify that John Stark, whose name is sub-
scribed to the certificate of the proof or aet-
knowledge ment, of the annexed instru-
ment, & therein written was at the time of the
taking such proof, or a knowledge ment,
a commissioner of deeds for said City &
County, dwelling in said City, commissioned
sworn and duly authorized, to take the same,
and further that I am well acquainted with
the hand writing of such commissioners and
truly believe that the signature of said cer-
tificate of proof or a knowledge ment, is
genuine, In testimony whereof I have
hereunto set my hand and affixed the
seal of said City this 5th day of October 1846,



James Cannon Clerk

Filed October 13th 1846,

Record in Book L at Page 427,

(24)

State of Illinois }
 County of Will }
 I Alexander Mcintosh
 Clerk of the Circuit Court, and
 ex officio Recorder in and
 for said county ^{in the day of record} hereby certify, that the an-
 nexed is a true and correct copy of the record
 of a certain Instrument, filed in my office
 on the thirteenth day of October A.D. 1846,
 and recorded in Book "L" of records on
 Page 427 &c, the parties to the same being

Daniel A. Baldwin & wife of the first part
 & Eunice Chapman of the second part.

In testimony whereof I have hereunto set
 my hand and affixed the seal of our said
 Court at Joliet. this 15th day of September
 A.D. 1857.

Seal

A. Mcintosh Clerk of the
 Circuit Court, and ex officio
 Recorder of Will County.

Land Office to Albert McNulty
 Certificate (N^o 107)
 No 5033,

Land Office at Chicago June
 18th 1839, Received from Albert McNulty
 New York County State of New York the sum
 of two hundred and two dollars, eighty two cents,
 being in full payment for the N.W 1/4, and
 the north fraction of the McCarty fractional quarter,
 of Section number 28, Township No 32, North Range
 No 10 East of third principal meridian containing
 162 ²⁶/₁₀₀ acres and 26 hundredths of an acre, at
 the rate of \$1.25 pr acre, Dills 202.82

Filed April 16. 1840,

Chas. S. Prescott

Recorder,

Recorded in Book J, Page 106,

State of Illinois 322,
County of Will.

I Alexander Mc Intosh
Clerk of the Circuit Court
and Ex-officio Recorder, in and for said County
in the State aforesaid Do hereby certify that the
annexed is a true and correct copy of the Record of
a certain instrument filed in my office on the
sixteenth day of April A.D. 1841, and recorded
in Book 4th of Records on page 155. The parties to the
same being Eli S Prescott Receiver at Land Office
Chicago Illinois, of the first part, and Albert Mc
Nulty of the second part, In testimony whereof I
have hereunto set my hand and affixed the seal
of our said Court at Joliet, this 15th day of September
A.D. 1857. A. McIntosh

Clerk of the Circuit Court, and
Ex-officio Recorder of Will Co,

Land Office to Albert Mc Nulty
Certificate, (No. 108)

No 3032,

Land office at Chicago Illinois, June 18
1839 Received from Albert Mc Nulty New
York County, State of New York. The sum of five
hundred dollars & cents, being in full payment for
the north 1/2 of Sec 32, and the W 1/2 of the south west
quarter, of Section Number 28. Township 32,
North Range No 10, East of third principal me-
ridian containing 400 acres and, more or less
Acres. At the rate of \$1 25 per acre,
\$500.00

E. S. Prescott Receiver,

Filed April 16, 1850

Recorded in Book 4th at Page 155,

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(29)

State of Illinois, } ss.
County of Will }

I Alexander Mc Intosh
Clerk of the Circuit Court,
& Ex officio Recorder in and for

said County in the state aforesaid. Do hereby certify
that the annexed is a true and correct copy of the
Record, of a certain instrument filed in my office
on the sixteenth day of April A.D. 1840, and recorded
in Book ¹¹ of Records, in page 166. The parties to the
same being E. S. Prescott Receiver and officer Chicago Ill,
of the first part, and Albert, Mc Nulty of the sec-
ond part. In testimony whereof, I have hereunto
set my hand and affixed the Seal of our said Court at
Joliet, this 1st day of September A.D. 1857

Seal

A. Mc Intosh Clerk of
Circuit Court, and Ex officio
Recorder of Will County,

Land Office to Albert Mc Nulty
N^o 5734, Certificate (N^o 109)

Land office at Chicago Illinois June 18 1857
Received from Albert Mc Nulty New York,
County State of New York, the Sum of Eight Hundred
Dollars, - cents, being in full payment for the
whole of Section 29 Township N^o 32, North Range 11th,
East of third principal Meridian Containing Six
Hundred and forty Acres - more or less, of an
Acre, At the rate of \$1 ²⁵/₁₀₀
per Acre.
Dolls. 800.

Eli S. Prescott,
Receiver.

Filed April 16 1840,

Recorded in Book ¹¹ of page 166.

State of Illinois,
County of Will,

S. Alexander Mc. Intosh
Clerk of Circuit Court and
Ex Officio Recorder in and for

said ~~that~~ County and State ofore said. D. I hereby certify
that the annexed is a true and correct copy of
the Record of a certain instrument filed in my
office on the 16 day of April A.D. 1840, and re-
corded in book H of records, on page 166. The por-
ties to the same being, E. S. Prescott Receiver at land
office at Chicago, of the first part, and Albert Mc
Nulty of the second part, In testimony where
of I have hereunto set my hand &
affixed the seal of our said Court
at Joliet, this 13th day of September
A.D. 1857. A. Mc. Intosh Clerk of
Circuit Court and Ex Officio Re-
Corder of Will County, Ill.

Albert Mc. Nulty and Peter D. Huguenin,
Trust Deed. (N^o 110)

This Indenture

Made this nineteenth day of
December in the Year of our Lord, One thousand
and Eight hundred and thirty nine, between
Albert Mc. Nulty and Augusta R. his wife of the
City, County & State of New York, of the first
part, and Peter D. Huguenin of the Town & County
of Oswego, And State afore said, of the second part,
Witnesseth that the said parties of the first part for
and in consideration of the sum of twelve
thousand Dollars, law ful money of the United
States of America to them in hand paid by the
said party of the second part, at or before the
en sealing of these presents, the receipt where

(31)

of is hereby acknowledged, and the said party of the second part, his heirs executors and administrators forever released and discharged from the same, by these presents have granted bargained sold aliened remised released & conveyed & confirmed and by these presents do grant bargain sell alien remise release convey & confirm unto the said party of the second part & unto his heirs & assigns forever all those certain tracts or parcels of land situated lying and being in the county of Will State of Illinois, and known designated & described by the Illinois State Survey; thereof as Section Number twenty nine (29). The North West fractional one fourth & the North fraction of the North East fractional quarter of section Number twenty eight (28). The North half of Section thirty two (32) & the West half of the south west quarter of section ^{Number} twenty eight (28) All in Township Number thirty two (32). North Range Number ten (10). East of the third principal Meridian. being twelve hundred and two Acres & $\frac{25}{100}$ Acres of land,

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in any wise appertaining & the reversions & reversions remainder & remainders rents issues and profits thereof. And also all the estate right title interest, dower and right of dower, property possession claim and demand what so ever ^{as well} in law as in Equity, of the said parties of the first part, of in and to the same and every part and parcel thereof and the appurtenances

Do Have and to Hold the above
granted bargained and described
premises with the appurtenances

cedth unto the said party of the second part, his
and assigns in trust for the proper use benefit
& behoof of Hannah Watson wife of Moses Watson,
of the town of Oswego, ^{county} State aforesaid, and for her
heirs and assigns forever. And the said Al-
bert Mc Nulty, for himself his heirs executors &
Administrators does hereby covenant grant & agree
to and with ^{the} said party of the second part, his heirs
and assigns, That he the said Albert Mc Nulty
at the time of the ^{& delivery} sealing of these presents, was
lawfully seized in his own right of a good ab-
solute & in defeasible estate of inheritance in
fee simple of & in all and singular the above
granted bargained & described premises, with
the appurtenances, thereunto belonging and has
good right full power, & lawful authority, to
grant bargain, sell, and convey the same in
manner and form aforesaid & that the said
party of the second part, his heirs and assigns
shall & may at all times hereafter peaceably &
quietly have hold use occupy possess & enjoy
the above granted premises, & every part &
parcel thereof, with the appurtenances, without
any let hindrance trouble eviction or disturbance,
of the said party of the first part, his heirs &
assigns, or of any other person or persons law-
fully claiming or to claim the same and that
the same now are free clear, discharged & unim-
cumbered, of and from all former & other
grants, titles charges Estate Judgements, taxes
assessments & incumbrances, of what nature
or kind soever. And also that said party of the
first part, and his heirs and all and every ^{other} per-
son or persons whomsoever, lawfully or equit-
ably, deriving any ^{estate} right title or interest of the

party

or to, the herein before granted premises, by
 from under or in trust for them shall and
 will at any time or times hereafter upon the
 reasonable request, & at the proper costs and
 charges, in the law, of the said party of the
 second part, their's and assigns make do execute
 or cause or procure to be made done & execu-
 ted all and every such further & other lawful
 reasonable acts, conveyances and assurances,
 in the law for the better and more effectually
 acting & confirming the premises, here by in-
 tended to be granted, in and to the said party
 of the second part, his heirs & assigns forever, as by
 the said party of the second part, his heirs & af-
 signs, or their counsel learned in the law shall
 be reasonably desired advised or required and
 the said Albert Mc. Mully his heirs the above
 described and hereby granted and released,
 premises, and every part and parcel thereof
 with the appurtenances unto the said party
 of the second part, his heirs and assigns,
 against the said party of the first part &
 his heirs, & against all every person & per-
 sons, whosoever, lawfully claiming or to
 claim the same, shall and will warrant
 and by these presents for ever defend.

In witness whereof the parties to these presents
 have hereunto interchangedably set their hands &
 seals, the day & year first above writt.

Sealed and delivered in the presence of
 J. R. Flanagan } Albert Mc. Mully
 Augusta R. Mc. Mully

City & County of New York, ss

On the twentieth day of December, A.D. 1839, before me came Rebecca Sackett, of said City who being by me duly sworn did depose and say that Albert Mc. Nulty and Augusta R. his wife then present, were known to her to be the same persons, described in and who executed the foregoing conveyance, which is to me satisfactory proof of their identity. And the said Albert & Augusta R. acknowledged to me, that they executed the same. Also the said Augusta R. acknowledged on a private examination apart from her

freely & without any fear or compulsion of her husband, that she executed the said conveyance
Jno R. Flanagan
Commissioner of Deeds.

State of New York, City & County of New York } ss, I Joseph Hoxie

Clerk of the City and County of New York and also Clerk of the Court of Common Pleas ~~Court~~ for the said City & County, Do hereby certify, that John R. Flanagan whose name is subscribed to the Certificate of the proof or acknowledgement ~~and~~ ^{the} annexed instrument, thereon written, was at the time of the taking of such proof or acknowledgement, a Commissioner in and for the City & County, aforesaid, dwelling in said City, commissioned & sworn and duly authorized to take the same and further that I am well acquainted with the handwriting of such Commissioner, and verily believe that the signature to the said,

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(35)

Certificate of proof, or acknowledgement
is genuine, In testimony whereof I have
hereunto ~~set~~ set my hand and affix-
ed the seal of the said Court and County,
the 20th day of December 1839,

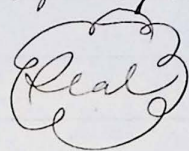


Joseph Horne Clerk,

State of Illinois 3rd.
County of Will

J. Alexander Mc Intosh
Clerk of the Circuit Court.

and Ex officio recorder in and for the said
County in the State aforesaid. I hereby certify
that the annexed is a true and correct copy of
the record of a certain instrument filed in my
office on the Sixteenth day of April A.D. 1840, and
recorded in Book F of records on page 158,
the parties to the same being Albert McKully &
Wife, of the first part and Peter D. Haggan, (in
trust) of the second part, In testimony whereof
I have hereunto set my hand and affixed the
seal of our said Court, at Solist, this 15th day
of September, A.D. 1854. A. Mc. Intosh



Clerk of Circuit Court and Ex officio
Recorder of Will County

Francis G. Blanchard to Seth Payne et al
Ct. of Mortgage, (N^o 103)

Know all men by these presents,

That I Francis G.
Blanchard of Chicago Cook County Illinois
for and in consideration of the sum of one
Hundred Dollars, to me in hand paid by John
Paine and Henry Norton of the City of Chicago
County of Cook, & State of Illinois, the receipt

of which is hereby acknowledged, I hereby assign unto them or their assigns, all my right title interest claim or demand whatsoever, either in law or in equity, to the within mortgaged piece or parcel of land, to wit,

Sections twenty eight (28), twenty nine (29) twenty three (33), of Township thirty two (32) North of Range Five (5) East of the third principal meridian of the State of Illinois

In witness whereof I hereunto set my hand and seal, this Twenty Eight day of November, in the Year of our Lord one thousand eight hundred and forty, Francis G. Blanchard
In presence of William Saltm stall } *Seal*

State of Illinois }
Cook County } ss, J. Frederick A. Howe a
Justice of the Peace, in
and for said County
do here by certify, that on this day personally appeared before me, William Saltm stall who after being by me duly sworn did depose and say, that he was present and saw Francis G. Blanchard whose name appears subscribed to the above assignment sign the name and at the same time he came a subscribing witness to the same, at the time of the assignment the said Blanchard acknowledged, that he executed the same for the uses and purposes therein set forth,

Given under my hand and seal, this Second day of December A. D. 1844,

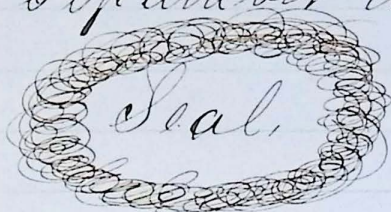
J. F. A. Howe *Seal*

(34)

State of Illinois, 3rd
County of Will 3rd

J. Alexander McIntosh
Clerk of Circuit Court and

Ex officio Recorder in and for said County and
State of said Do hereby certify that the en-
nixed is a true and correct copy of the Record
of a certain instrument filed in my office
on the Nineteenth day of December, A.D. 1840
and Recorded in Book "F" of Records, on
Page 450 + 461, the parties to the same
being Francis G. Blanchard of the first
part, and Seth Payne and Theron Norton
of the second part, In testimony whereof I have
hereunto set my hand and affixed the seal
of our said Court at Joliet, this 21st Day of
September A.D. 1854, J. McIntosh Clerk



of Circuit Court +
Ex officio Recorder
of Will County.

Seth Payne et al To Daniel A. Baldwin
Release,
This Indenture (N^o 104)

Made this third day of
December, in the year of Our Lord One
Thousand Eight Hundred and forty, Be-
tween Seth Payne and Theron Norton of
the City of Chicago of the first part and
Daniel A. Baldwin of the City of New
York, of the second part,

Whereas the said Seth Payne and Theron
Norton are the assignees of a certain In-
denture of Mortgage dated the first day
of June in the year 1839, made and executed
by the said Daniel A. Baldwin, & are

Francis G. Blanchard, of certain lands
in Will County ^{in the} State of Illinois therein
described, which Mortgage is recorded
in the Records office of Will County
afore said in Book ^{of} Mortgages
page 4413, which ^{said} Mortgage is here-
unto annexed, together with the assign-
ment thereof to the said parties of the
first part, from the said Francis G.
Blanchard. Dated the twenty eighth day
of November, A.D. One thousand Eight
Hundred and forty, which said assign-
ment is inclosed on the said mort-
gage. Now therefore this Indenture

Witnesseth, that the said parties of the
first part, in order to release and for-
ever discharge the premises hereinaf-
ter described from the lien and effect of
said mortgage and in considera-
tion of the sum of seven hundred dol-
lars, to them with and paid by said
party of the second part, the receipt
whereof is hereby acknowledged, have grant-
ed released and quit claimed and by these
presents do grant, release, and quit claim
unto the said party of the second part
his heirs & assigns, forever, all those certain
parcels of land, situate in the County
of Will & State of Illinois, known and
described as follows:

Section Number
twenty eight (28), In township Num-
ber thirty two (32) North of Range
Number nine (9) East of third

(39)

Principal Meridian, Also the North west
quarter and the west half, of the north west
quarter of section number twenty nine
(29) in the same township and range
aforesaid, containing in all Eight
hundred and eighty acres, of land the
above described premises, being part
of the said mortgaged Premises. So that
the aforesaid described premises, shall for-
ever be discharged, and released of and
from the said Mortgage, and all lien
of the said Mortgage therein. To have &
to hold the same, together with the heredi-
tary ^{appurtenances} ~~interest~~ thereunto belonging, unto the
said party of the second part - his heirs
and assigns forever, to his and their
own proper ^{use} benefit & behoof, forever,
In witness whereof the said parties have
hereunto set their hands and seals the
day and year first above written.
Signed sealed & delivered) Seth Payne (Seal)
in the presence of Hugh Dickz Theron Norton (Seal)

State of Illinois, }
County of Cook } ss. I Frederick A. Howe a Justice of the
pe } Place in and for the said County
in the ~~State~~ State aforesaid. Do hereby
Certify that Seth Payne and Theron Norton, are personally
known to me as the same persons whose names are
subscribed to the aforesaid relinquishment appeared
before me this day ^{in person} and acknowledged that they signed
sealed and delivered the said relinquishment as
their free and voluntary act, for the uses and pur-
poses therein set forth.

Given under my hand and
seal at my office in Chicago in the County of me-

said the eighteenth day of December, A.D. 1840
J. A. Howe, Clerk

State of Illinois }
County of Will }

Justice of the Peace,

J. Alexander, McHenry. Clerk
of the circuit Court and ex officio Recorder in and
for said County, in the State aforesaid, do
hereby certify that the annexed is a true and cor-
rect copy of the record of a certain instrument
filed in my office on the nineteenth day of Decem-
ber, A.D. 1840, and recorded in Book of Records
on page 461 & 462, the parties to the same being:

Seth Paine and Sherman Norton of the first part, &
Daniel A. Baldwin of the second part, In testimo-
ny whereof I have hereunto set my hand & affixed
the seal of our said Court at Joliet, this 21st day
of September A.D. 1854, J. McHenry Clerk of
the Circuit Court
And Ex officio Recorder Seal,
Of Will County

Seth Paine et al. vs. David Coltrical,
Apt of Mort. (N^o 105)
Known All men by these presents

That we Seth Paine and
Sherman Norton, of Chicago, State of Illinois of the
first part, in consideration of the sum of Seven
Hundred dollars lawfull money of the United
States to us in hand paid by David Coltrical of
the City of New York, of the second part at or before
the enrolling of these presents, the receipt whereof
is hereby acknowledged, have granted bargain-
ed sold, assigned transferred, and set over and
by these presents do grant bargain and sell -

(41)

assign transfer & set over unto the said party of the second part, all our right title & interest in a certain Indenture of Mortgage, ^{bearing date} the first day of June One thousand Eight hundred and thirty nine made by Daniel A. Baldwin to Francis G. Blanchard, and by the said Francis G. Blanchard assigned to the said parties of the first part (a part of which premises have heretofore been released by the said parties of the first part to the said Daniel A. Baldwin, together with the bond, or obligation therein described, and the money due & to grow due thereon with the interest,

To Have and to hold the same, unto said party of the second part and their administrators and assigns forever, subject only to the provision in the said Indenture of Mortgage mentioned. And we do hereby make constitute and appoint the said party of the second part our true and lawful attorney, irrevocably in our names or otherwise, but at his proper costs & charges to have use and take all lawful ways, and means for the recovery of ^{the} said money & interest and in case of payment to discharge the same, as fully as we might or could do if these presents were not made. In witness whereof we have hereunto set our hands & seals the fifteenth day of February One thousand Eight hundred and forty one.

Sealed and delivered with said Seal
in the presence of John B. Adams & Thomas Norton (Seal)

State of Illinois, }
Cook County } ss. Personally appeared we,
for and in behalf of the undersigned
Clerk of the Commissioners
Court, in and for said County & State, ~~for and in behalf of~~
Seth Paine and Thomas Norton Personally known to

me, as the same persons whose names are subscribed to the foregoing Assignment of Mortgage, appeared before me this day in person each and acknowledged that they signed sealed and delivered the said Assignment of Mortgage as their free and voluntary act for the uses & purposes therein set forth.

In testimony whereof I have hereunto set my hand and the seal of said County, this 16th day of February A.D. 1841,

L.S.

Geo Davis, Clerk
per Geo Bates Deputy,

State of Illinois, }
County of Will. }

I, Alexander Mc Intosh
Clerk of the Circuit Court
and ex officio recorder
in and for said County in the State aforesaid.

Do hereby Certify that the annexed is a true and correct copy of the record of a certain instrument, filed in my office on the twenty third day of February A.D. 1841, and recorded in Book A of records on pages 533 & 534, the parties to the same being, Seth Paul and Theron Norton of the first part, and David Colthral of the second part, In testimony whereof I have hereunto set my hand and affixed the seal of our said Court at Joliet, this 21st day of September A.D. 1857.

L.S.

A. Mc Intosh Clerk of the
Circuit Court, and ex officio
Recorder of Will County,

(43)

[N^o. 196]David Coltrane to R. A. Baldum;
Release,

I do hereby certify

That a certain Mortgage bearing date the first day of June 1839, made & executed by Daniel A. Baldum to Francis G. Blanchard left for record at the office of the Recorder of Will County, Illinois on the fourth day of the same month, and afterwards duly recorded in 'Book C' page 443, & 44, and by said Blanchard assigned to Seth Paine and Theron Norton by assignment bearing date the twenty eighth day of November, ~~1840~~ 1841, which said assignment was filed for record, in the office of the Recorder aforesaid, on the nineteenth day of December ~~1840~~ 1841, and afterwards duly recorded in 'Book F' page 460 & 61, and by said Paine and Norton as to all their right, title, & interest therein they having previously released, to said Baldum a portion of the premises, described therein by Indenture bearing date the third day of December, and duly recorded at the same time, with the assignment above mentioned made by said Blanchard to themselves, assigned to David Coltrane by assignment, bearing date the fifteenth day of February 1841, when said assignment was filed for record, in the office of the recorder aforesaid, on the twenty third day of the same month, and afterwards ^{duly} recorded in 'Book H' page 533 & 4. C. P. Bald.

Dated the twenty third ~~day~~ of November 1843,
Witness

Thomas Hyslop.

David Coltrane

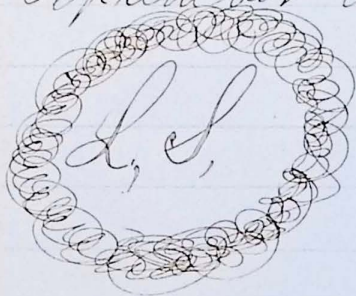
State of New York, 3rd On this twenty third day
City & County of New York 3rd of November, 1843 before
me come David Colthall
Known to me to be the individual described in
and who executed the within certificate, of
Satisfaction who acknowledged to me that he
executed the same. Peter Pinckney
Commissioner of
Deeds,

State of New York, 3rd I James Connor Clerk of
City & County of New York 3rd of the City and County of New
York also clerk of the Court of the common pleas in and for said
City and County, do hereby certify that Peter
Pinckney, whose name is subscribed to the
Certificate of the Proof or acknowledgement
of the annexed instrument. And therein was
at the time of taking such proof or acknowl-
edgement, a commissioner of Deeds for said
City & County, dwelling in the said City, commis-
sioned and sworn and duly authorized
to take the same, and further that I am well
acquainted with the ^{hand-}writing of such com-
missioner and verily believe, that the signa-
ture to the said certificate of proof, or ack-
nowledgement is genuine.

In Testimony
whereof I have hereunto set my hand and
affixed the seal of the said Court and County
the 9th day of October 1849,
(L.S.) James Connor Clerk,

State of Illinois, 3rd I Alexander McIntosh
County of Will 3rd Clerk of Circuit Court
and ex officio recorder in and for said coun-
ty ^{in the} State of Illinois, do hereby certify

- (45) That the annexed is a true and correct copy of the record of a certain instrument filed in my office on the 25th day of February AD 1850 and recorded in Book "R" of records on page 245 & 7, the parties to the same being, David Cottrill of the first part, and Daniel A. Baldwin of the second part, In testimony whereof I have hereunto set my hand and affixed the seal of our said Court at Solist, this 21st day of September AD, 1857.



A. M. Sutor
 Clerk of the Circuit Court
 & Ex-officio Recorder of Will
 County,

14174
(111)
(47) Know all Men by these Presents
That I, Amos A. Baldwin of Oswego in the
County of Oswego, and State of New York.
have sold and firmly bound unto Moses P. Hatch
of the same place in the sum of Twenty Five
Thousand and Five Hundred Dollars. to be
paid to the said Moses P. Hatch, or to his Certain
Attorney, Executors, Administrators or Assigns.
For which payment well and truly to be made,
I bind myself and my Heirs, Executors and
Administrators, jointly and severally, firmly
by these Presents.

Sealed with my seal and dated the twenty
seventh day of January in the year of our Lord
one thousand eight hundred and thirty seven.

The Condition of the above Obligation
is such, That if the above bound Obligor
or his Heirs, Executors or Administrators, shall
not do well and truly pay or cause to be paid
unto the above named obligee or his Certain At-
torney, Executors, Administrators or Assigns.
the just and full sum of Eleven Thousand and
Five Hundred and Fifty Dollars in four equal
Annual payments from date with interest an-
nually on all sums unpaid, without fraud
or delay, then the preceding Obligation to be
Void, otherwise to remain in full force and Virtue.

Witness my hand and Sealed
in the presence of
O. P. Brewster

A. A. Baldwin

No. 1121

This Indenture, made the twenty seventh day
(49) day of January in the year of our Lord one thousand

In such case, it shall and may be
for the said party of the second part his Heir,

(51) Executors, Administrators or assigns, and the said
party of the first part, do hereby covenant and

(53)

N^o 413

Exhibit No 2.

Charles Rhodes
Commissioner

This Indenture made the twenty third day of May in the Year One Thousand Eight Hundred and fifty four. Between Daniel A. Baldwin & Abby Ann, his wife of the town of North Bergen, State of New Jersey of the first part, and John B. Borst, of the City and State of New York of the second part ~~Witnesseth~~:
1 that the said party of the first part, for and in consideration of the sum of nine hundred & fifty dollars, lawful money of the United States to him in hand paid by the said party of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second ^{heirs,} Executors, and administrators for ever released and discharged from the same by these presents, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part and to his heirs and assigns forever, all that
2 certain parcel of land being forty one acres, undivided of a certain farm of land, situate lying and being in the town of Sciba, in the County of Oswego & designated & distinguished as Lot number four in Hamilton Gore in the Seventeenth Township of Sciba's patent, excepting thereout so much thereof as lies west of the middle of the road, leading from the Village of Oswego to Fulton being forty one acres undivided of the whole of said farm. Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining, and the reversion and reversion remainder and remainders, rents, issues, and profits thereof And also all the estate, right, title, interest, dower & right of dower, property possession claim and demand whatsoever as well in law as in Equity of the said parties of the first part of in and to the same and every part

and parcel thereof with the appurtenances. To have and to hold, the above granted, bargained and described premises with the appurtenances unto the said party of the second part, his heirs and assigns, to his or their own proper use benefit and behoof for ever, and the said Daniel A. Baldwin for himself, his heirs, executors and administrators do hereby covenant, grant and agree to and with the said party of the second part his heirs and assigns, that the said Daniel A. Baldwin at the time of the executing and delivery of these presents is lawfully seized in his own right of a good, absolute, and indefeasible estate of inheritance in fee simple of and in all and singular the above granted and described premises with the appurtenances thereto belonging, and hath good right, full power, and lawful authority to grant, bargain, sell and convey, the same in manner aforesaid, And that the said party of the second part, his heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let, suit, trouble, molestation, Eviction, or disturbance, of the said party of the first part, their heirs or assigns or of any other person or persons lawfully claiming or to claim the same. And that the same now are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, Estates, judgments, taxes, assessments and incumbrances of what nature or kind soever, and also that the said parties of the first part, and their heirs and all and every person or persons whomsoever lawfully or equitably claiming any Estate, right, title, or interest, of in or to the hereinbefore granted premises by, from, or under or in trust for him or them, shall and will at any time or times hereafter, upon the reasonable request and at the

(55)

proper costs and charges in the law of the said party of the second part his heirs or assigns, make do and execute or cause to be done, made, and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectual vesting and confirming the premises hereby granted or so intended to be in and to the said party of the second part, his heirs and assigns for ever, as by the said party of the second part his heirs or assigns or his or their Counsel learned in the law shall be reasonably advised or required.

And the said Daniel A. Baldwin his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said parties of the first part and his heirs and assigns. All and every person and persons whomsoever lawfully claiming or to claim the same shall and will Warrant and by these presents forever Defend. In Witness Whereof the parties to these presents have interchangeably set their hands and seals the day and year first above written.

D. A. Baldwin L.S.

Sealed and delivered

A. A. Baldwin L.S.

in presence of John Phillips.

City & County of New York, ss.

On this 27th day of May in the year One Thousand Eight Hundred and fifty four, before me personally came Daniel A. Baldwin and Abby Ann his wife, known to me to be individuals described in and who executed the within conveyance and who acknowledged that they executed the same for the purposes therein mentioned, And the said Abby Ann acknowledged on a private Examination, separate and apart from her husband that she executed the said instrument freely and without any fear or compulsion of her said husband. John Phillips
Commo of Deds

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

I, Richard B. Connolly, Clerk
of the City and County of New York do hereby certify that
John Phillips whose name is subscribed to the Certificate
of the proof or acknowledgment of the annexed instru-
-ment and thereon written, was at the time of taking such
proof or acknowledgment a Commissioner of Deeds, for
said City and County, dwelling in said City, commissioned
and sworn and duly authorized to take the same, and
further that I am well acquainted with the hand writing
of such commissioner and verily believe that the signature
to said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof I have herewith set my hand
and affixed the Seal of the County the 30th day of May 1854.

(L.S.)

Richard B. Connolly, Clerk

Recorded May 31, 1854 at 9. A. M.

E. M. Hill, Clerk.

State of New York
Saratoga County. Clerk's Office } ss.

I, Henry S. Conde, Clerk
of said County and also of the Courts of record thereof, do
hereby certify that I have compared the preceding of a deed
with the Original record thereof, now remaining in this Office,
in Book 65 of Deeds page 440 &c: and that it is a correct
transcript therefrom, and the whole of said Original.

In Testimony Whereof I have herewith set my hand
and affixed the Seal of said County this 20 day of January 1855.

(L.S.)

Henry S. Conde

Clerk

(57)

State of New York
County of Oswego } ss.

I, Joseph Mullin, Justice of the Supreme Court of the State of New York and presiding Judge of the Circuit Court, do hereby certify that Henry S. Conde whose name is subscribed to the preceding copy of the record of a Deed, is the Clerk of said County of Oswego, and of the courts of record thereof, duly appointed and sworn, and that full faith and credit are due to his Official Acts. I further certify that the seal affixed to the said copy of the record of a deed, is the seal of the said County and of the said courts, being Courts of record therein, and that the attestation thereof is in due form of law, and by the proper officer, having custody of such record, and is in such form and so certified as to entitle it to be read in Evidence in the Courts of the State of New York.

J. Mullin
Presiding Judge of Oswego
County Court.

State of New York
County of Oswego } ss.

I, Henry S. Conde, Clerk of said County and also of the courts of record thereof, do hereby certify that Joseph Mullin Esq. whose name is subscribed to the foregoing Certificate is a Justice of the Supreme Court of the State of New York and presiding Judge of the Circuit Court and Special Term of the Supreme Court held in and for said County his duty Commissioned and qualified as such: That I am well acquainted with his handwriting, and that the signature to the said Certificate is in the handwriting of said Judge.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County and of the courts of record in said County this 7th day of February 1858

(L.S.)

Henry S. Conde Clerk

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Was Court of Chancery held for the
State of New York at the City of
Albany on the Tenth day of September
one thousand eight hundred & forty.
Present. Hiram Denis Vice Chancellor of the
fifth Circuit

Moses P. Watch

vs
Nathaniel A. Baldwin, Charles S. Baldwin,
Charles Haddock & Gilbert Bates, The
President Directors & Company of the
Onwego Bank, Alfred E. Hill, James Brown
Joseph Hunt, The President Directors and
Company of the Merchants & Mechanics
Bank, Daniel W. Waterbury, Lawrence Waterbury,
Theodore Rogers, The Commercial Bank of
Onwego, Maurice M. Mulhy, George W. Chap-
man and Charles Mott.

This cause having been this day
brought on to be heard. Upon the Bill of
complaint filed therein taken as confessed by
all the defendants and it appearing by the
said Bill that the same is filed to procure a
mortgage & the whole amount secured thereby
being not yet due according to the Conditions
of the Bond referred to in said Mortgage and
upon reading & filing the report of Robert J. Hogan
one of the Masters of this Court which report
bears date the twenty second day of August
instant & was made in pursuance of an order
of this Court heretofore made in this cause refer-

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ing it to one of the Masters of this Court residing
in the County of Oswego to compute the amount ac-
tually due to the complainant on the Bond & Mortgage
mentioned & set forth in said Bill of Complaint and also
to ascertain & report the amount secured to be paid thereby
& which remained unpaid including interest thereon to
the date of said Report, and also to ascertain and report
the situation of the Mortgage premises and whether the same
could be sold in parcels without injury to the interests
of the parties. By which report it appears that there
was actually due to the said Complainant at the date
of said Report for the said principal & interest the
sum of Eleven Thousand and Two Hundred & Twenty nine
Dollars and twenty eight cents & that the amount
secured to be paid by the said Bond & Mortgage &
remaining unpaid with interest thereon to the date
of said Report is the sum of Twelve Thousand Sixty
Dollars and fourteen cents and that the said
Mortgaged premises can be sold in parcels without
injury to the interests of the parties. And on
reading & filing the Affidavit of Philip Wright
the Solicitor for the Complainant showing that
the Bill of Complaint in this cause has not been
taken as confessed against any of the defendants
as abated. And on motion of Henry Brewster
of Counsel for the Complainant. It is ordered
that the said Report and all things therein con-
tained do stand ratified and confirmed and
unless prior to the time fixed for the sale herein
after mentioned the amount reported as actually
due to said Complainant with interest thereon
from the date of such Report and the costs of
this suit shall be paid; It is adjudged and decreed
that all and singular the said Mortgage premises
mentioned in the Bill of Complaint in this cause

2
(61) And hereinafter described or as much thereof, as
may be sufficient to raise the amount actually
due to the Complainant for the principal interest
6 And costs in this cause to be sold at public
auction by or under the direction of one of the
Justices of this Court in parcels agreeable to
the report of said Master, that the said sale
be made in the County where the said mort-
gage premises are situated; that the Master give
public notice of the time and place of such sale
according to the course and practice of this Court.
And that the Complainant or any of the parties
7 in this cause may become the purchaser, that
the Master execute a deed to the purchaser of the
mortgaged premises on the said sale, and that
the said Master pay to the Complainant, his
solicitor or to the purchaser of said sale his
costs in this suit to be taxed and also the amount
reported as actually due as aforesaid, together
with legal interest thereon from the date of said
Report or as much thereof as the purchaser may
of the same amount to and that the Master
take receipts for the money so paid, and that
8 he file the same with his report, and that
he pay the surplus money arising from the said
sale of the parcel or parcels of the said premises,
if any there be, into Court to be applied on account
of the amount secured and unpaid by said
Bond and Mortgage and which will hereafter
fall due according to the conditions of said Bond
and in case the parcel of said premises which shall
be sold by said Master shall not produce suf-
ficient to pay the amount reported as actually
9 due to said Complainant as aforesaid with interest
thereon and the costs of this suit and of such sale

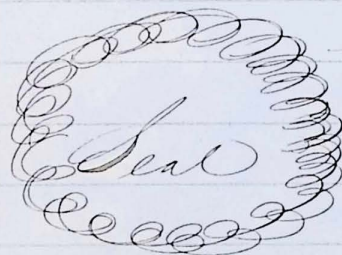
it is then further ordered that the said Master
proceed to sell the residue of the said Mortgage
premises or so much thereof as may be necessary
for that purpose and that he pay to said Com-
plainant or his solicitor so much thereof as shall
be necessary to make up the deficiency aforesaid
and that he pay the residue of such proceeds or
10 so much thereof as shall be necessary into Court
to satisfy the amount secured to be paid and un-
paid, and which according to the condition of
said Bond will hereafter fall due thereon.
And in case the amount actually due to said
Complainant with interest and the costs of
this suit shall be paid, before such sale or in
case the first parcel of said premises which
shall be sold by such Master shall prove
insufficient to pay the amount actually due to
11 said Complainant with interest from the date of
said report & the costs of this suit & of such sale -
it is then further adjudged & decreed that said
Complainant be at liberty from time to time as
said instalments of principal or interest shall
fall due, according to the condition of said
Bond & Mortgage Bond shall remain unpaid
to proceed with the sale of this decree and obtain a re-
port of the amount which shall be then due and
payable to the said Complainant upon such report being
12 made to the Court and order may be thereupon entered
for a sale of said premises or the residue thereof
to satisfy what shall be reported due with interest
& the costs attending such report and sale, and
it is further adjudged & decreed that the said
debts and all persons claiming or claiming from
or under them except those persons who may have
any lien or claim by virtue of any Judgment

(63) or decree subsequent to said Mortgage and who are
not parties to this suit be forever barred & foreclosed
13 of & from all equity of redemption & claims of
in & to the said mortgaged premises and every part
& parcel thereof. And it is further adjudged &
decree that the purchaser or purchasers of the
said mortgaged premises at such sale be let into
the possession thereof and that any of the parties in
this Cause who may be in possession of the said
premises or any part thereof and any person
who since the commencement of this suit has
14 come into possession under them or either of them,
deliver possession thereof to such purchaser or pur-
chases on production of the Master's Order for such
premises and a certified copy of the order confirm-
ing the report of such sale after the Order has be-
come absolute. The description and particular
boundaries of the said premises hereby authorized
to be sold so far as the same can be ascertained
from the Mortgage above referred to or the Bill
15 of Complaint are as follows viz, All that cer-
tain parcel of Land being forty one Acres im-
divided of a certain farm of Land situate,
lying and being in the Town of Scriba in the County
of Oswego known & distinguished as Lot
number four in Hamilton's Gore in the Seventeenth
Township of Scriba Patent (excepting thereout so
much thereof as lies West of the middle of the road
leading from the Village of Oswego to Fulton)
being forty one Acres & six sixths of the whole of
said farm. Also all that certain other piece
or parcel of Land situate, lying & being in the
Village of West Oswego and known & distinguished
as Lot number nine of said division of Lots numbers
1, 2, 12, 14, 19, 26, 21, 22, 33, 34, being part

of Military lot number six (6) agreeably to
map on file in the Clerk's Office of the County
of Oswego made by Thomas B. Rowe.

State of New York
County of Oswego Clerk's Office

I certify
that I have compared the preceding Copy
Given with the Original Entry in this Office and
that the same is a correct Transcript therefrom.
and of the whole of such original.



In Witness whereof I have hereunto
Subscribed my name and affixed
the Seal of the said Court at Albany
this 14th day of May A. D. 1853.

Ch. S. Benton
Clerk

(65)

I William E. Jones, of the City of Chicago, in the County of Cook and State of Illinois, being of sound mind memory and understanding and wishing to make a suitable disposition of all such estate as I now have or may possess or be entitled to at the time of my decease. Have thought proper to make execute publish and declare the following as and for my last Will and Testament that is to say,

First I order and direct my executors hereinafter named, Out of my estate to pay my funeral and testamentary charges And all my debts for which I am legally responsible, and such as in their opinion may appear to be legally and equitably due and chargeable against my estate.

Second I give devise and bequeath to my wife Caroline Ogden Jones the sum of fifteen hundred Dollars now standing in her name and to her credit on the books of Ogden & Jones which sum belongs to her in her own right, and was allotted to her before our marriage in the partition of the estate of her father Abraham Ogden, deceased, together with all interest which may accrue on the same, And which may not have been received by her prior to my decease, Also all property money and effects of every description which she may hereafter inherit, or which may be devised or bequeathed to her by any one, without regard to the fact whether the same be standing in her name or mine, at the time of my decease,

Also All Furniture books, plate, horses carriages or other personal property, in use in my family at the time of my decease, All to belong to my said wife for her sole and personal use, And to her heirs executors administrators or assigns.

Third, The residue and remainders of my estate, both real and personal and of every kind and nature whatsoever, which I may be entitled to, or interested in

or seized and possessed of, at the time of my decease
I give devise and bequeath to my executors here-
in after named, or to men of them as shall qualify
to and assume the execution of this my will and
testament, and to the survivor of them and to the
heirs executors administrators and assigns of such
survivor, In trust nevertheless to sell and dispose
of, or to hold invest, rent and improve the same
in their discretion, And to collect and receive
the rents interest, dividends principal or other
income thereof, And after my just debts all
have been paid as hereinafter directed to divide
or pay over the same as follows, The One half is
moveable to my Wife Caroline Ogden Jones, for her
sole and separate use, And the other half or moving
to be retained invested or used by my said exec-
utors, as may be expedient or necessary, for the
maintenance support and proper education
of my children untill they shall respectively
have reached the age of twenty one years.

And when the youngest surviving child shall
have reached the age of twenty one years, then to
divide what ^{ever} may remain of the moveable or half here-
in set apart for my children equally among
those children who survive ^{at} that age, If before
~~before~~ such partition any of my children shall
have deceased, leaving issue, And if none issue shall
survive to the time of such partition, said issue
shall receive the share intended for his her or their
deceased parent,

Fourth the estate in the third clause allotted and bequeathed
ed for my wife, being one half, and that allotted and
bequeathed to my executors for my children
being the other half, of the remainder, and resi-
due of my estate, I hereby charge with the payment,

2

(64) of the sum of Five Hundred Dollars, per annum to my sister Julia H. Jones, of Litchfield in the State of Connecticut, for the maintenance of herself and our father and mother, so long as they or any of them shall live, provided however that the income of my estate shall be equal to the sum of Fifteen Hundred Dollars per annum. But if the income of my estate shall be found to be less than fifteen hundred Dollars per annum, then the annuity hereby granted shall be reduced so as not to exceed one third of the income, and for any good cause, my executors are of opinion that a smaller sum than Five Hundred dollars per annum will be adequate for their comfortable maintenance and support they may reduce the annuity hereby granted to such annual sum, as in their opinion may seem just, and proper. In any partition of my estate which may take place before the termination of said annuity my executors are hereby directed, either to secure said annuity, on the respective shares of my devisees so that each shall pay their proper proportion of the same or if found more advisable, my executors may in their discretion compound and compromise said annuity, by setting apart such portion of my estate as they may think proper and conveying the same to some third person in trust for the annuitants. And said conveyance may be absolute, or may contain a reversion in favor of my estate, as my executors may think proper.

Fifth. So much of my estate herein bequeathed to my executors for my children as may be necessary for the support, maintenance and

education of my children. My executors are hereby directed to pay to my wife Caroline Ogden Jones to be expended by her for the purposes intended And I do hereby appoint the said Caroline Ogden Jones the sole guardian of my children, untill they each shall have attained the age of twenty one years,

Sixth If at any time before my children shall each have attained to the age of twenty one years my wife shall desire a division of my estate My said executors are hereby authorized & required upon receiving written notice of such desire, from my said wife, to make a just & equitable division of my said estate, and set off and convey to my said wife one half thereof, for her sole and separate use, subject however, to the payment of one half of the annuity charged upon my estate, in item four as herein before provided,

Seventh, I hereby fully authorize and empower my said executors, or men of them as shall qualify to, and assume the execution of this my will and the survivor of them to contract for the sale of, and to grant bargain sell and convey, in their discretion in fee simple or otherwise at public or private sale and for such price or prices, or other consideration as to them or the survivor of them, shall seem proper, and for Cash or for credit or partly for Cash or partly upon credit, all or any part or parts, of the lands tenements & hereditaments and real estate and personal property whatsoever and wheresoever, whereof I am now seized and possessed or of which I may at the time of my death be seized and possessed or in which they or the survivor of them shall be interested in, or which they or the survivor

(69) view of them as such executors or executor
as aforesaid may become seized and pos-
sessed of, or interested in, and to make exe-
cute and deliver all necessary and proper
contracts or deeds of conveyance, therefor
And also to fulfill completely carry out,
all contracts which may be outstanding
at the time of my death, either in favor of
or against me, and the terms or covenants
of which, the other party or parties thereto
shall have kept performed or complied
with, and to carry out and discharge
all trusts, which may have been imposed
upon or committed to me, by and for the
benefit of third persons so far as any
action on the part of my said executors
shall be necessary, in the premises, And
also to lease let and demise the said real
estate or any part or parts thereof, for
such term of years, and for such yearly
rent, and upon such terms and con-
ditions as to them may appear proper.
Also to agree to and make partition in such
terms as to them may seem expedient, and
proper, of any lands tenements real es-
tate, ^{and} personal property or beneficial inter-
ests, which I at the time of my death may
hold or be interested in, or which they as my
executors, as aforesaid may hereafter hold
or be interested in, in common with any
other person or persons, and to make
execute or deliver any deed or deeds or
other instrument, necessary or proper
to carry such partition into effect, Also
to keep the Buildings and improvements,

on the said real estate, or any part thereof
in a proper or sufficient state or condition
of repair & preservation, and well and
sufficient insured against ^{loss} damage by
fire, or other elements, and to pay all taxes
and assessments, lawfully imposed thereon
and all other usual necessary or proper
charges and expenses thereon or relative
thereto or attending the management
thereof; and to rebuild or repair such
buildings in case of their destruction or
injury by fire or other elements, and I
hereby further authorize and empower them
to invest my whole estate, or such portion
thereof, as may from time to time remain
in their hands, and require investment
in bonds, and mortgages, or in stocks,
public or private (excepting only bank &
insurance stocks, which I expressly forbid
investment in, on account of my estate,)
or in real estate, and to convert personally
into realty, and realty into personally,
and to alter and change the investment
of my estate, from time to time at their
pleasure, and as occasion may re-
quire, And I hereby authorize and empow-
er my said executors at the expense of my es-
tate, to employ any agents, clerks or servants
that they may deem necessary or proper,
and to charge against my estate, such ex-
penses and all other expenses actually dis-
bursed, attending the management of my
said estate, and to compound and to com-
promise in such terms as they may think
proper, any claims or demands, in favor of,

(21)

or which may at any time hereafter, be made in favor of or against my estate, or them as the executors thereof. Also to refer all or any such claims and demands, to arbitration or reference, and make execute and deliver, all proper or necessary arbitration bonds, or other instruments of reference. And I further declare that my said executors shall not be liable, or responsible for any loss, that may ^{said} come to my estate, except such as may arise, from fraud or gross negligence, on their part, and that each is to be liable for his own act or default, only, and not for the act or default of the other of them, nor shall they or either of them be required by the court of probate, or other proper tribunal, having cognizance and legal jurisdiction, of the probate of Wills, to give any other or further bond or security, for the proper and faithful execution, of this my Will, and for the honest & faithful performance, by them of their duties as such executors, than their separate individual bonds in such penalty as, said Court or other proper tribunal may require & direct.

Eighth, I hereby nominate constitute and appoint, my wife Caroline Ogden Jones, to be executrix, and my brothers in law William B. Ogden, Mahlon R. Ogden, & Edmund H. Sheldon all of said City of Chicago, to be executors of this my last Will and testament, and trustees thereunder, for the uses and purposes hereinafter specified.

Ninth, Whenever and wherever, reference is made in this my last Will and testament, to my executor or executors, it shall be construed and read, so as to include my wife and executrix, in the same as though she had on each occasion been expressly mentioned.

Tenth, I hereby revoke annul, and disavow all former Wills Testaments, and Codicils, ^{by me} at any time, ^{heretofore} made executed or published declaring them presents, and none other to be and containing my last will and Testament, In witness whereof I have hereunto set my hand and seal this

twelfth day of September, in the Year of our Lord one thousand
and Eight Hundred and forty nine,

Subscribed by the said testator William E. Innes, *(Seal)*
at the end hereof, and by him
sealed, executed, acknowledged,
declared and published as and
for his last Will and Testament in
the presence of us, who have hereunto,
severally subscribed our respective
names, as attesting witnesses, in his presence and at his
request, and in the presence of each other, writing opposite
to our respective names our place of residence the day
and year lastly above written,

Edwin R. La Bar Chicago Illinois;

Theron Parau Chicago Illinois;

Edward Burling Chicago Illinois.

I do solemnly Swear, that this writing contains the true last
will and testament, of the within named, Wm E. Innes deceased
so far as I know, or believe, and that I will well and truly execute the
same, by paying first the debts and then the legacies mentioned therein
as far as his goods and Chattels will thereunto extend and the law
charge me, and that I will make a true and perfect inventory of
all his goods and Chattels, rights & credits as may come to my
hands or knowledge, belonging to the estate of said deceased, and render
a fair & just account of my executorship, when thereunto re-
quired by law, to the best of my knowledge and abilities so
help me God,

Subscribed and Sworn to before me, this sixteenth day
of January, 1856.

C. B. Farewell . Martin R. Ogden
Clerk Edwin H. Sheldon,

Inventory of unsold Lands of which William E. Jones
deceased owns one fourth July 1st 1851.

Block 92 School Section Addition to Chicago
Lots 5 & 6 in Block 141 "

We the undersigned Executors of the Estate of Wm
E. Jones deceased certify that the foregoing is a
true and perfect Inventory of all the Lands and
Tenements belonging to the Estate of the said
Wm E. Jones deceased, or in which said Estate
has any interest so far as the same has
come to our knowledge.

Chicago July 1, 1851.

(Signed) Nathaniel D. Ogden
Exr of Wm E. Jones dec'd
" E. H. Sheldon
Exr of Wm E. Jones dec'd.

Filed July 16, 1852.

Inventory of Book Webb due, to Ogden & sons, July 15th 1851,
 of which firm J^m E. Jones, dec^d was a member & owned one half.

(43) Dr R. E. Williams. 29, 43

Thomas W. Baker, 2, 99

Chas. Baumgarten, 10, 18

George C. Bester, 7, 51

Andrew, Bishop, 81,

Thomas W. Birdsall, 7, 18

W. B. Bogart, 3,

Arthur. Burtis Clerk 10, 60

Arthur Clark, 9, 12

C. Currier 34, 09

Clerk of Grundy Co, 3, 99

William N. Davis, 10, 04

Abel S. Downs, 191, 84

R. S. Dillon, 204, 75

Ct of D. H. Durand, 32, 21

Adams, Dunlap, 8, 84

Thomas, Dyar, 62, 48

Edward ~~Elbert~~ Elbert, 9, 06

James G. Fitch, 31, 25

Mc. Fitzgibbon, 19, 44

C. Ford, 83, 47

Foster Robbins & Co, 3,

John Frum, 39, 88

Wm. Huggins & Cook, 1, 90

John J. Nolan, 63,

Peter G. O'Brien, 12, 07

Carried Forward, 917, 99

Amount Forward,	917, 99	
Charles Goodrich ^{2¹²} ,	13, 77	
Stephen F. Gale,	18, 81	
Lorena F. Bigler,	165, 76	
Janus. Borman,	415, 33	
Clybourne Farn,	3772, 17	
William Haas,	19, 75	
William Haas & Co,	2, 12	
Janus. Hall,	3, 92	
Junius Hall,	11, 76	
Richard J. Hamilton,	417, 30	
Hannah Maria Harmon,	158, 90	
Frederick L. Henop,	21, 46	
Thomas A. Henry,	20,	
George D. Hill,	2,	
L. P. Hilliard,	39	
Estas of John P. Halliday	2, 34	
^{Admr} Atty & Co. of A. Barni,	12, 49	
Louis J. Janusni,	273, 26	
William Jones,	16,	
John Jones,	41, 85	
Rev C. B. Kellogg,	75	
Cour Lawrence Kearney,	2, 35	
John King Innes,	36, 19	
Knox & Drury,	5,	
J. M. Larnard,	131, 33	
Lake Michigan Hydraulic,	5, 61	
Al. Clayne,	5,	
Lake Michigan Hydraulic Co Stock	5,	
Aunt Fred		6091, 42

	Amount Forward.	6091,42
(45)	Dr M. Lord.	3974
	Abigail Mann Junr	9,37
	James C Marshall,	14,58
	Lavan Marcy.	4,53
	John M. Govern	5,59
	Mrs. James B. McKill,	7,06
	Edward Mead M.D.	5,00
	William Munir + Others	34,58
	E. J. Moore,	8,08
	Est of A. M. Murri,	418
	Thomas Maxwell,	151,43
	Lizzie L. Newton,	55,28
	N.Y. Insurance Co,	11,75
	C. H. McCormick,	519,53
	John O'Donoghue	5,24
	Ogden Jones + Smith	118,40
	Balance of Judgement ^{Humphrey} D.R.	495,34
	Ogden Jones, & Co	1147,18
	Henry L. Penfield,	25,19
	John B. Preston,	22,93
	William R. Prince & Co	10,50
	David V. N. Radcliffe,	3,
	J. R. Rathbone	14,11
	Daniel R. Rensen	6,
	J. W. Riemann & Co,	2,07
	Allen Robbins	4,89
	Robinson & Holland,	5,30
	Carried Forward,	9011,11

Amount Forward	9011.11
Russell and Matner	218.92
James Sayers,	39.07
Richard V. Santee	5.45
Charles, L. Schlatter,	5.42
John L. Schoolcraft,	10.59
Mrs. Francis C. Sheldon,	239.45
Oscar. Smith,	57.94
Charles Soffles,	11.38
A & J Spencer,	17.59
James. G. Stacy	9.
Ansel. St. John,	100.85
John W. Sauer,	19.31
Matthews Sander	10.
Henry A Taylor,	455.28
William Temple,	2.72
Chas Thayer,	5.93
Mrs. Elmer P. Tyson,	4.46
Thomas, W. Tucker,	37.08
John B. Vanderbilt,	13.32
Rud. S. B. Walker,	20.17
Eli Wainright,	40
Wadsworth Poyer & Chapin,	41.20
William Whiting,	14.55
Brown Wintney,	14.45
George White,	4.20
JW. & S. C. White,	15.10
Estate of M. E. Williams,	93.87
Carried Forwards.	10288.01

	Amount Forward,	11288	01
(77)	Wight Claims,	395	32
	Wheeler, Stewart, & Scripps	52	50
	Wilson & Murcham Loan,	65	19
	Thomas Wright,	14	57
	John C. Mason,	8	89
	Jackson Tower & Covery Trust	83	95
	Labnarts Flower Pots,	47	30
	Edward Lee, Wm. Linn,	29	97
	Wright & Mallatt Trustees	68	18
	Wight Property Disbursements	1900	13
	— Advances,	1900	13
	Doll,	14.874	14
	1/2 of which is,	7437	07

Inventory of Book Debts due by Ogden & Sons of which firm
 Jm C. Jones was a member and liable for one half.

Peter Boree	3, 30
C. K. & J. S. Bessings,	21, 44
Chas. C. Corbet,	1210, 48
Estate of Saml. G. Foster,	113, 81
Edward Gavin,	8,
William Gibson	6, 44
Sales. O. Halsted,	1690, 81
A. C. Harding	11, 30
John M. Knox,	7, 81
George Lubrick,	50,
Fredrick Selz,	75,
Bartol. Meadifer,	2,
Meather & Roberts,	417, 43
None. Moreton & Co,	1, 44
John B. Niles,	241, 21
Ogden & Starkweather,	20, 75
Ogden & Smith,	105, 97
Martin Lewis,	52, 20
Wm B. Ogden Jr for Elizabeth Butler,	1767, 38
J. W. Pad dock,	89
Pettill and Horton,	8, 78
Henry Ruggs,	150, 98
J. W. Raymond,	1, 57
Carried Forwards,	41236, 68

	Amount Forward,	412 36, 68
(49)	Robert Robertson	1 77
	Casper Schneider.	8, 19
	J ^m N. Seymour,	16, 50
	P. A. O. Thompson,	1, 65
	Truman H. Wheeler,	16, 34
	James Wooley,	6, 83
	Estate of Isaac Tusindom,	24, 10
	Chicago Avenue Bridge,	82, 14
	Halsted Street,	30 31
	Madison Street Bridge,	86, 93
	Reuben Walter & Robert Alder,	78, 76
	J ^m B. Ogden,	37 46 2 45
		412 152 61
	One half of Wheeler's,	21, 026, 31

July 1851

Inventory of Notes/Bills Receivable, Due to Ogden & Co
 of which Wm Jones & Co owned one half

Date	Drawer,	When Due,	Principal	Interest	
1844 July 3.	J. W. Olsen and W. Langley	Aug 12/44	27 18	11 27	6%
" Aug 29,	Cornelius J. Mileis	Sept 28/44	30,	12 16	"
1845 May 18,	Ransom Samson,	On demand	20,	4 94	"
" June 15,	Cunegaz Tattle,	Sept 1/46	9.	2 01	"
" July 23,	Wm J. Hartt,	"	9.	2 01	"
" Oct 6.	John Husted. (Waltham,	Oct 6/46	15,	4 24	"
" " 19.	Robert Leel. (Delm)	Oct 29/46	5,	1 40	"
1851 Jan 1	Jm Case Dell,	On demand	194 23	5 83	
1845 March 1	Wm H. Macey,	"	192 25 1/45	26	12% 1852 1/45
1847 May 19,	Albert, Spurr	May 2/47	12.	5 92	12%
" Jan 22,	Alonzo C. Wood.	On demand	25	6 05	6%
" July 24,	A. S. Galloway,	July 25/47	58 47	27 55	12 1/2%
" " 14,	Phelps and Rowland,	July 14/48	300.	53 30	6%
" " "	"	" 14/49	310	35 30	"
" " "	"	" 14/50	312.	21 45	"
" " "	"	" 14/51	354,		
" " "	"	" 14/52	336.		
" " "	"	" 14/53	318.		
" April 10	George F. Wilson,	On demand	28 52	7 21	6%
" Dec 17	Re Wolf Ryer & Clark	Dec 17/48	98 59	13 76	"
" " 27	Jm L Goodwin,	April 27/48	42.	16.	12%
1848 Mar 21.	Jm Clark Van Osdeley	On demand	325.	03 85	6%
" July 11	Coans & Lawton,	Aug 10/48	91 50	31 72	12 1/2%
1847 Oct 14,	D. M. Bradstreet,	Oct 14/48	10 18	3 31	"
	Carried Forwards.		3164 92	415 38	

Date	Drawer	When due	Principal	Interest	
(81)	Amount Forward,		3164.92	2176.33	to July 1st
1848 Sept 13	Isaac Hardy's Mortgage,	Apr 9/51	1122.03	50 50	10% p. a. for closed to satisfy mortgage
" Oct 14	Mary Ann Williams	Nov 4/48	50	7.88	6%
" Nov 13	Charles Sloan	On demand	30	9 76	12%
1849 Jan 6	Wm Maloney,	Jan 3/49	5	1 48	"
" Jan 22	John Ryan,	On demand	18.	2 69	6%
" Apr 16	Maechel Fitzimmons	Apr 22/49	10	2 62	12%
" Apr 16	J. Nicholas Merfield,	July 10/49	7	1 66	"
" "	George Allen,	April 13/49	5	6 58	6%
" May 18	John Ackhoff,	On demand	30,	3 81	"
	Allen & Wilder,		3 15	63.54	
" Sept 10	A. J. Mathewson		75.10	18.33	12%
" Dec 18	John Lok	Oct 18/50	30,	2.52	
1850 Jan 15	Chas McEranick,	On demand	963.40	362.60	7% p. a. 1/49 to 1/50
" Feb 13	H. W. Brimmerman,	Feb 14/50	49,	8.10	12%
1849 Oct 26	Isabella Merriam	On demand	295.68	3.14	0% p. a. 1/51 to 1/52
1850 Apr 1	Edward Mead,	Aug 13/50	40,	2 27	6%
" May 1	Jacob Dong No 2	On demand	33.54	11.21	10%
" May 29	Richard P. Morgan	"	35.01	4.36	12%
" June 1	"	June 2/50	60	7.76	"
" " 4	Mrs Phine Harmon	Sept 8/50	100,	9.73	"
" Oct 28	Job & Wm Carpenter,	Jan 1/51	85.92	4.30	10%
" Nov 4	Hollingsworth & Vane	Dec 1/50	98.43	6.64	12%
1844 Jan 8	John Coverly,	Oct 18/44	55,	44.22	
1848 Jan 22	Hugh Ren,	Jan 22/49	100,	17.26	
	Carried Forward,		6778.13	1028.27	

Date,	Drawer,	When due	Principle	Int.
	Amount Forward.		6778.13	1098.27
1851 Jan 1,	James V. J. Blaney.	Aug 1/51	220.	0% of balance
"	"	"	770	No Int
"	"	Dec 1/51	150.	5% of balance
"	"	"	825	No Int.
"	"	Feb 1/52	200.	6% of balance
"	"	"	13.	No Int
"	"	Aug 1/52	350.	Int 5%
"	"	"	33.25	No Int
"	"	Jan 2/51	141.52	87 12 1/2 %.
"	"	Outstanding	411.14	
"	11 Daniel Clifton	Jan 1/51	145.19	7 1/2 12 1/2 %
"	18 J. S. & R. S. Hiking	" 25/51	27.99	7 1/2 15 %
"	24 Wm McCarabee.	Outstanding	10.	30 from 1/51,
April 21,	L. A. McIntire.	June 5/51	907.92	145.90 1000
June 2	David Humphreys	May 4/52	205.81	
May 1	R. A. Webster	Sept 2/51	50.	8 1/2 %
Sept 20	Martin Lewis.		9163.90	1102.76
	1/2 of when is,		41581.93	281.38

Schedule of notes outstanding against Ogden & Jones
 July 1 1851. of which Wm & Jones Doel are liable for
 one half,

Date	Draws,	Amount	Prin ^l	Int.	From
1845, Nov 6.	Ogden and Jones	On demand	250.	15	6% NY 1/50
" Sept 11	S. Chamberlain	"	300	21	7 1/2 from Aug 1/50
1847, Aug 28	Ogden and Jones	Jan 1/40	1000	30	6% July 1/50
1848 Sept 17	Nicholas Celenhoff.	Sept 1/51	325		No Int
" " "	Zenas Cobb Jr	"	875		"
" " "	"	"	525		"
" " 4	William B. Ogden	" 4/51	181	25	"
" " 6	Ogden and Jones	" 9/51	322	50	"
" " 7	"	" 7/51	99		"
" " 11	William B. Ogden	" 11/51	90		"
" " 11	"	" 11/51	70		"
" " 23	Edwin H. Sheldon	" 23/51	341	25	"
" " 7	Libb & Dwersy.	" 7/51	320		"
1849 Apr 6	Ogden & Jones	On demand	485	86 81	7 1/2 from
1850 Feb 11	"	Feb 14/52	250		6%
" May 10	William B. Ogden	May 10/52	178	1088	11 1/2 in adv
" " "	"	" 10/53	178		No Int
" " "	"	" 10/52	151	78 910	6 1/2 in adv
" " "	"	" 10/53	151	76	No Int.
Totals		Dolls	6093	52161	59

1/2 of which is,

304676, 8080

A Bond and Mortgage held by the N.Y. Life Ins & Trust Co. for ^{which} Wm C. Jones dec'd is wholly liable,

Payable On demand 750.

41,87 1/2 in adv

Inventory of script bonds & R.R. Stock Owned by Ogden & Jones, July 11/83, of
 which Wm. Ogden died owned by,
 Internal Improvement, scrip for,

Illinois & Michigan Canal Bonds

No 253 for

680

"

1 000

682

"

59 410

5'00

"

85

5'57

"

1 00

5'55

"

1 00

5'58

"

1 00

5'59

"

1 00

681

"

3 00

Illinois Michigan Canal Loan Certificat.

No 3400

165,82

"

411,45

"

165,82

"

157,55

35'59

142,

"

35,50

"

142,

"

142,

3579

165,88

"

157,60

165,88

411,49

Carried Forwards

3731.39

(85) Amount Forwards, 3731 39
 Illinois & Michigan Canal No 277.

278.

279.

280.

281.

The above valued at, 1550 08
 Galena and Chicago Union
 Rail Road Stock

Certificate No 8 for 10 Shares, 1000

" " 90 " " " 1000

" " 91 " 2 " 200

Chicago City Bonds, 100

Doll, 758.7 47

Canal Interest Certificate
 No 553 For, 350

" 555, 100

557, 100

558, 100

559, 100

561, 85

580, 1000

581, 300

582, 59.40

Total, 2194,470 25 548 08

Total
 1/2 of which is 813 07

410 58 04

u 41 1/2 17 1/2
in U.C. 2 mos. dec'd interest

Inventory of Reapers, notes on hand July 1884 in which U.C. 2 mos. dec'd interest			
Name of Maker,	County	State	Amount.
R. H. Kulison & J. M. Morse,	Born	Ill.	9.54
Loupy Stevenson & others,	"	"	36.49
George Evans	"	"	83.49
George & Ishmael Marvin	"	"	88.40
Winegar and Cronin,	"	"	49.34
Wm & Geo Dean & W. Elliott	"	"	3.90
E. C. J. F. & A. McMass	"	"	2.95
Smith, Mier & C. I. Bates	"	"	100.80
Harro Detrecht,	Cook	"	3.40
Bonney Snow & Parrish,	Dupage	"	31.38
Wm J & Geo Hearsh,	"	"	27.72
Potter Allen & La Bar,	McHenry	"	4.83
J. H. Paddock & Geo Ellis,	"	"	00.
Lalcoff & Co.,	Winnebago		103.414
Benz Cheney & John Graham	"		30.25
Woodell & Patton,	Green	Wif.	31.51
Relief Grant,	Marquette,	"	102.00
N & P. Codner.	Racine.	"	20.86
Nelly. P. Doremus.	"	"	102.00
E. and J. C. Mount	"	"	102.00
William & J. Muller,	"	"	01.58
Selden Hedding & Clements,	"	"	22.74
J & E. Scott,	"	"	91.00
Place & Campbell	"	"	77.40
B. C. & N. Baker.	Rock,	"	100.
James O. Case.	"	"	102.50
Benery Cheney	"	"	99.50
Carried Forwards,	"		1557.04

Name of Maker,		County	State	Amount
Amount Forwards		Rock	Wis.	1857, 04
(84)	L. C. Field,	"	"	45,
	Frost & Scott,	"	"	53, 30
	Gardner & Foster	"	"	62, 31
	Hastronck & Clark,	"	"	99, 45
	Hance and Stewart,	"	"	76,
	John C. Jenkins,	"	"	49, 08
	Benj ⁿ Latta	"	"	33, 45
	Weydenhall & Losey	"	"	112, 50
	Jebbs & Lawrence,	"	"	15, 02
	C. Tutter,	"	"	102, 50
	William H. Starcke	"	"	51, 44
	G. Weaver,	"	"	19, 34
	J. S. Wright	"	"	140, 30
	William Schenck,	"	"	58, 00
	Stephen Dunbar,	"	"	102, 50
	E. & William Kildreth	"	"	32,
	Pargi and Puetz	"	"	102, 50
	Thomas Grafrey,	Walworth,	"	38, 64
	Erwin Jameson & Harrison,	"	"	49, 80
	Vau Slyck & Kingsley,	"	"	29, 48
	Lamberson & Cowles,	"	"	77, 08
	Lord & Carrer,	"	"	53, 73
	Washington & Eickentruck	Rock	"	60, 30
	J. S. Wilds,	Iowa	"	102, 50
Total				3119, 91
12 of which is				639, 58

Inventory of Book Debts due to Osgood Jones & Co. July 1 1851. of
 which firm Wm E. Jones ^{Decd} was a partner & owned 1/4.

Estate of Aronivald Allen	1	
American Land Co	10	
Daniel Armitage	212	04
Toussan Arvimon.	6	
Barrell & Hervey.	20	34
Robert Bay and Trustees	7	
Joseph D Burs.	51	10
Burs & Bogert,	2	03
A D Bishop	4	30
George Bickerdike	1	18
W. W. Billings		13
C. C. & H. Birge,	24	84
Daniel Blunsdell Sears	414	75
Nathaniel Bloodgood		10
James Boorman.	159	79
Increase B Roseworth,	4	44
Estate of David Bronson	1	25
A. G. Bradstreet	2	05
John Brundage	34	40
John Brewster,	27	94
Rud Bowman Brown	5	97
Mr Alice' Butler,	18	
U. H. & C Burley	122	17
Butler Wright & Webster ^{Decd}	5	
Butterfield & Co,	2	25
Edward Burling.	50	85
John Burton.	95	17
Cardford,		
	\$910	35

	Amount Forwards,	910, 35
(89)	Royal Bush,	24, 10
	Florimil Canda,	438, 29
	E. G. Cartmurs & Co,	68, 90
	Stephen Cambreling,	16, 11
	H. Carington Jun ^r ,	3, 25
	Alfred Chadwick,	35, 22
	Estate of Peter Chadwick,	416, 48
	Colby Chen,	13, 66
	Chicago City Orders,	44, 66
	John B. Clement,	266, 19
	Furns. R. Clark,	6, 05
	C. A. Cook,	2,
	David Carlson,	214, 40
	Estate of C. Cogswell,	20, 65
	Jonathan Cogswell	105,
	Christopher F. Collins	148, 43
	Churehill Coffing,	2, 53
	Chas. J. Cromwell,	41, 81
	Edwin Crosswell,	339, 90
	Delaware, Plank Road Stock 1000.	
	Charles Demerini,	410, 64
	Chas. De La. Forrest,	11, 10
	S. M. Dewey,	10, 35
	Ezra R. Dibble,	6, 11
	M ^r Robert Dixon,	,
	Robert J. Dillon	57, 38
	Carried Forwards	3837, 06

Amount Forward,	3837 00
Jacob Dony ^{1st}	30
John T. Dolan	30 50
Carroll Mortgage,	53
H. E. Earleman,	2 15
Garden H. Egerton,	1 23
Alfred Edwards,	28 86
Clusia Elard,	5 48
A. Farnsworth,	14 98
S. P. P. Fay,	51 94
J. H. Fleewood,	638 71
Nathan Follett	14 48
M ^{rs} Justine Frank,	2 74
Stephen F. Gale,	15 29
Daniel Gardner,	16 46
Peter Gardner,	18 25
George Gardner,	3 32
Thomas Grade,	31 45
Archibald Griere,	11 76
William Hans,	10
Harold & Harris,	155 03
Richard J. Harris,	54 07
Rev J. M. Hallum,	160 27
Halifax Brooks,	10
R. H. Haight & Co,	4 28
Junius Hall,	8 17
Estate of Geo. Hamlin,	33 18
J. Hathaway	
Edwin Ford	
	<u>124 85</u>
	5347 39

	Amount Forwards,	5344.39
(91)	Mary Harrison	16.68
	Wm H Hayes,	37.62
	Thomas F. Hayes,	7.71
	Hardy, Jones & Co,	54.95
	J.C. & P.Y. Heath,	82.14
	Mark. Henry,	81.20
	N. C. Haywards,	118.11
	M & J. Hendrickson,	5.34
	Czra. J. Higgins	19.74
	Samuel Holden	3.
	James Holford,	2.10
	J. R. Hobbs	32.12
	Rayall Houghton	1079.22
	C. H. Holbrook,	14.80
	Houghton & Germain	3.22
	Mrs Rose Howe,	3.84
	P. S. Hoes,	64.04
	David Humphreys,	68.58
	Mrs Sarah Humphreys,	74.85
	Joseph Hunt	71.47
	Rand. W. Hubbard	7.
	John Jenkins,	27.25
	John B. Jones,	36.75
	H. Jones Jr	100.37
	Jay & Porter,	44.44
	Moses Johnson,	3.87
	Maxley Judson	7.16
	Riv C. B. Kellogg, Care Ford,	1415.22
		7566.15

Amount Forwards,	7566 15
Mercer Hanty,	372 28
Edwin C. Larned,	110 41
Henry J. Lawrence,	9
John R. Lawson,	41 06
William Lill,	18 78
Edwin Chichefield,	10 18
Charles Loomis,	3 42
Daniel Lord and	33 58
George W. Lord,	99 44
Manhattan, Co,	123 53
Labau Macey,	0 51
John Cmacon,	24 12
Thomas Maxwell,	2
W. R. Mc Carthy,	0 99
M & J Mc Euen,	3 98
Thomas Mc Mini,	26 13
Orinbald Mercer,	0 05
McC. O. Sims House & Co	210 09
James Mix,	75
Henry M. Moffit,	0 72
William P. Morris,	25 53
B. S. Morris,	41 81
James B. Murray,	44 42
Russell A. Nevins,	71 02
Estate of Mrs. P. Niles	19 14
Mrs. Isabella N. Nichols,	31 31
Northern Bank & Trust Co,	58 96
North St. Joseph	2
C. J. Mongee,	18 83
Wm. & Fisher,	253
Lee Oakley Executors,	18
D. W. Clephant,	892 87
Card For,	

	Amount Forward,	18.9.27. 81
(93) Otis & Nells,		5.25
John A. Parker,		84.52
Usher Parsons,		10.98
Parni & Clark.		22.80
Theron Parace,		250.70
Parks & Elwood,		18.19
J. Martin Perkins,		5.52
Phelps & Burland,		5.17
C. B. Phillips,		10
Pierson & Co,		1.89
Hermann Pivers,		0.14
Truman M. Post		35.53
John C. Pratt,		13.50
George, Putnam,		0.37
Quineburg Bank,		11
Racoon Grove Grange,		148.32
A. Reynolds,		41.53
Reverend and College,		5
Old Rockwell,		215.09
Beverly Robinson,		74.76
Philip Roche,		22.24
Roche Bros & Mather,		10
Samuel Russell M ^r & S ⁿ ,		307.70
Edward A. Russell,		155.53
Russell, Jackson & Oliver,		178.49
Russell & Sage,	37.79	Myarles
Russell & Mather,	53.88	Schlatter,
Richard S. Sawyer,	4.29	
Estate of James Ayres, 8 1/4		Bernard Schaefer 19.34
		10634.38

		Barn. Van. Ronee, 16,26	
Anonymous Forwards,	10634,38	Cornelius Van. Nels, 2,69	
Sedgewick Addition	21,14	Barn Vanderpool	5,48
Chas R Seton,	44	Federal Van amburg	8,98
Frederick Sheldon	96,18	Maurice Wakeman	102,70
Henry Sheldon,	31,04	E. Warrington	55
Ch Sheldon Treas		Elizabeth Walker	5,58
Samuel Sherwood,			99,54
John C. Smith & Co.			12,54
William S. Suggs,			30,58
James G. Tracy,			2730
Charles Stebbins			14,99
John A. Stevens,			2,14
Ansel St. John			18,56
William B. Swett,			7,88
H. F. Talmadge			11,25
Cheney Thayer,			36,78
Andrew Thompson			1
Henry Thurston,			9,50
Nathaniel Thurston,			5,98
Tax Investments			24,90
John Tillson,			17,32
Treat & Sages			12,87
Thomas W. Tucker,			1,50
Peter C. Turner,			26,53
Calvin P. Tyson.			18
Execr. James Vanderpool			4,59
Peter Van Dusen			18,49
Carried Forwards.			91
			14109,87

(95)	Amount Forwards	14,199.87
	S. B. Webster,	6.31
	G. L. Warner,	8.82
	Chas. Wentworth,	8.
	Wm. J. W. 1/4. T. 39. R. 14,	865.52
	Stephen Whitney,	140.
	N. B. Wheeler,	129.42
	Whitney and Adams,	2.88
	Lewis Whiteman	67.40
	Whaling Bank,	3.
	Mary, E. Whitney	249.49
	Isaac Wickes,	22.27
	Gordon Williams	27
	Chas. H. Williams Adm'r	12.20
	George B. Wood.	11.50
	Wright & Webster Engrs & Plt	712.33
	Total Dollars	16,356.07
	1/4th of which is,	4,091.52

Inventory of Book Debt, due by Ogam Jones & Children from W ^{ch} Jones was a member and liable for 1 fourth	
John Abel	100, 411
Samuel S. Abbott	7, 44
George Abel	1, 50
William Adam	17, 65
Francis Allyn	44,
Isaac N. Arnold	5,
Sebastian Barn	4, 18
William Bard	359, 45
John N. Barbour,	28, 40
A Bent,	27, 05
John A. Brigham	07
Casper Buiz	8, 94
Blair & Stinson	5, 40
Block & Co	33, 75
W ^m C. Bostwick,	0, 35
J. H. Bosford	58, 25
Estate of A. Bronson	94, 90
Henry Jacob Brown	9, 44
Jasper, J. Brown	1
Adam Brehler,	7, 51
B. A. Butler Trustee.	356, 70
Charles Butler,	4201, 08
Butler & Whiting Trusts	208, 27
Butler & Naton	494, 20
Justin Butler field	139, 90
Orrinus Buswell	80, 69
Cumchurch. Southmayd & Co	114, 32
Carried Forw	5471, 04

Amount Forwards		6471.04
(97) George. B. Chandler	8.06	
Horace Clark Special agt.	87.55	
Rev. C. R. Clark,	45.	
W. Cleveland,	41.17	
Calvin Colgrove,	11.	
John S. Coleman,	32.86	
Collins & Wade.	158.10	
Mc. R. Cross,	5.51	
John B. Davis,	27.73	
William Daniel,	31.31	
W. F. Dominick.	128.03	
J. S. Durfee	49.77	
Daniel Euston,	5.58	
Peter Eckert,	6.68	
Frederick. Fink	6.81	
Mr. C. Flood,	656.75	
James Flanagan	1.58	
Peter Franzer,	5.62	
Joseph Fuller,	5.81	
Fuller & Burgess,	1.93	
Garner & Fletcher.	55.74	
Gage & Harris,	12.92	
Timothy Green,	9.36	
John Griffin	110.23	
Charles. Groff,	2.06	
Calcut. O. Halsted.	894.91	
Mrs Louisa Hall.	1.75	
Carried Forwards	8956.70	

Amount Forwards 8958.78

Janus Hervey,	40.37
John Hennemann,	2.37
Bernard Hensen,	1.12
Chas M Huestock,	35.77
Henry Hubbard & Son	62.05
M. Hummelsheim	5.05
John G. Huestock,	45.76
Michael Huder,	1.50
Ferris Jacobs,	7.
Mrs. Caroline O. Jones	1673.74
Mrs Mary C. Johnston,	627.
B. G. Johnson,	14.
G. Happhan	2.25
William Kemble,	27.96
J. S. Kinnig & Others	1125.76
John Kraml,	1.58
Michael Krams,	5.13
William Know,	26.37
Eduard R. La Bar,	162.29
John Lang,	40.69
Joseph Landfried,	12.75
David S. Lee,	228.07
Isaac McCagg,	124.21
C. Leavitt,	90.
L. H. McCrackin	15.23
W. H. Me Cracker	43.61
William Leut.	316.76
J. Mc. Intyre	139.12
David & Smith,	249.50
Peter M. Martin	24.
Adam Mart.	535.52
Mrs F. Bank Albany,	21.77
Nacy Land.	14587.97
Cornel Yrundo	

Carried Forward, 14087, 97

3413, 50

Gabriel S. Mead,	14,75'
(99) Andrew Muller,	8,94
Elisha Morrell	27,15'
John B. Miles,	5,2
Hugh Norton,	35,38
James O. Harn,	91,30
James, R. P. Ogden	10,412
William Osborn Junr,	719,414
Ogden + McCagg,	4108,27
Thomas W. Oleott,	23,72
Ogden + Smith,	7,38
Lager Olsen	7,97
Robert Pantor,	2,78
John S. L. Preston,	13,52
C. M. + M. W. Ransom	15,26
James. H. Reu,	412,54
Robertson Remwald,	151,85
Gray Richards,	24,52
Robertson + Holland,	35,75
John A. Rockwell,	1,12
Andrew Roller	18,
Henry Rael,	9,19
Charles Rof,	0,
John Schmidt,	33,58
Shepard + Sheriff.	2,78
Theodore P. Sheldon	12195,411
Mrs Francis O. Sheldon	5,
Orson Smith	2220
Sister Price + Co,	18,40
Charles Smith Agent,	152,04
Henry Smith,	18252,54
Carried Forward,	

Am't Forwards, 1850. 54

William Soffle,

14

Solzman

0

William Specker

24

John Sprung

8 00

Thomas Stagg.

2 00

Leonard Stebb.

4 87

Stewart & Wallace,

1 00

Henry C. Stinson

33 90

William H. Stone,

00

Thomas Suffern

244 29

Sundry individuals with whom there is no % open 400 52

Geo Wm Thatcher

02 30

George Tucker,

6 72

Thomas J. Turner,

99 40

William H. Warner,

404 22

Manami Weed,

203 65

Anty Weller,

10

Richard J. Wells,

144 53

John Weckler,

10

C. W. Wensin,

10 12

John Wess,

11 59

Alexander White

13 43

Philo White

50

Thomas White,

122 22

Asel Wilder

32

Mrs Agnes Wilder

200

John Wilson

7 44

W. W. Wilson

5 00

John Withington

1 30

Willit & Stevens,

29 10

Carried forward 2198 40

(101)	Amount Forwards.	21,987.45	
	John S. Worth.	16.95	
	Annora Wright.	131.26	
	Henry Gates.	679.15	
	M. D. Ogden	1044.99	
	E. H. Sheldon	6777.85	
	Edward Lee Winslow	88.92	
	Wright & Mallet, Trustees,	73.00	
	Ogden & Jones.	<u>1147.18</u>	
	Total	31,947.43	

1/4th of When's is, \$7.985 85

Inventory of Notes on hand (Bills Receivable) Due to Ogden Jones & Co
 July 1st 1851. Of which Wm & Jones Decd interest is one fourth.

Date	Drawers,	When Due	Principal	Interest	No Int
1850 Aug 20	Michael Owensy	Aug 24/51	57.50		"
" " "	"	Feb 2/52	57.50		"
" " "	"	Aug 2/52	57.50		"
" " "	"	Feb 2/53	50		"
" " "	"	Aug 2/53	50		"
" " "	"	Feb 2/54	40		"
" " "	"	Aug 2/54	40		"
" " "	"	Feb 2/55	27.50		"
" " "	"	Aug 2/55	27.50		"
1851 Jan 14	John Gray	Oct 1/51	102	2 50 6% from Feb 1/51	
" " 9	Job & Wm Carpenter	June 1/51	39 37	39.12% after one	
" " 23	Christ & Paul Stinger	Oct 29/51	1210	510 10%	
1850 Dec 17	S. H. Kerfoot	Dec 27/50	100	No Int.	
1851 Feb 1	Michael Sullivan	Aug 1/51	85 85	12 1/2 after one	
" Jan 15	John Warner	July 18/51	81 80	2 24 5%	
" Feb. 15	A Manyweather	On demand	80	3 10%	
" March 6	Michael Owensy	June 7/51	209 97	6.63 "	
" " 29	John Warner	" 29/51	30	90 12%	
" May 20	John Brewster	" 29/51	100	180 "	
" June 2	David Humphreys	" 3/51	515	410 10%	
" " 24	G. Unonins	July 24/51	50		
" March 25	Mrs Mary Dixon	On demand	140	5.30 12%	
1850 Nov 15	Isaac Heath \$248	Oct 1/51			
		" 1/52	4180		No int till due
	224 2172 Dit deducted 30	Oct 20/51	188.30	890 10%	
	Daniel C Stinger				
	Total Bills		2865.99	41.97	
	1/4 th of which is		716.50	10.49	

(103)

Schedule of Notes outstanding (Bills Payable) against
Ogden Jones & Co. July 1/57 For which W^m O Jones is liable for interest

Date	Drawers,	When Due	Principal	Interest	
1850 Apr 9	William B. Ogden	June 1/52	15'00	15	6% on \$3.00 from June 1/57
" " "	"	" 1/53	15'00		
1851 " 24	Ogden Jones & Co	On demand	41		44 5 71
1850 Aug 10	Wm B. Ogden	May 1/52	300	21 50	5% in advance
" " "	"	" 1/53	300		No Int
" " "	"	" 1/52	300	21 50	6% in advance
" " "	"	" 1/53	300		No Int
" " "	"	" 1/52	900	54	5% in advance
" " "	"	" 1/53	900		No Int
" 27	Ogden Jones & Co	On demand	65'0	70,94	10 70
Total Dols,			0930.	183 58	
1/4 of which is			1732 50	45,89	

Inventory of Balance Due on Contracts Drawing
Interest at 6%, from July 1/57 Of which
Wm O Jones & Co runs one half,

Over

George Seaman	114	18
Edward Fitzgerald	175	95
Henry Holcomb,	267	12
George H. Quigg,	149	36
J. Hatheway,	1030	
B. S. T. Bowland,	203	63
Hannan & James	1095	25
Gaylord S. Wells,	41	66
James S. Roberts	158	51
"	263	10
Parson B. Green	331	62
David Ratbony,	653	37
"	717	87
John Nicholas Hurfield	155	45
Michael Doyle,	195	
Joseph Williams	510	90
Peter Pinter & John Palm	23	86
Henry Weber,	40	87
William Bode	116	
James G. Small	224	92
Edwin M. Jackson	96	30
Nicholas Bammy,	36	58
William Greenwood,	283	20
Royall B. Barnes,	112	27
Orange H. Neff,	278	51
John O'Leary	81	25
John Mulkenberger,	55	19
Willis Johnson,	103	18
Reuben L. Foster,	333	97
Owen Myers,	200	31
Leffe Donell,	262	86
Card Ford,	8138	34

(105)

Amount Forwards	8138,34	
John Mann	322,75	
Peter Delio	415,15	
Jacob Arend,	34,87	
John Wirschein	51,23	
Peter Paulus,	51,97	
Phillip Allmire	132,32	
Kasper Bain	137,91	
George & Idunt Henry Gebels,	55,95	
Nicolas Korn	328,75	
John Knorr	158,02	
Bernard Hansen	218,95	
Peter Bruchendorf	272,30	
William Foss,	88,85	
Anton Schneider,	271,21	
William Stanger,	305,45	
Geo John & Geo Schmitt	727,15	
James G. Smith,	1078,65	
George Proctor	183,09	
Newell Russell	301,50	
Chas Beckers	128,97	
Total Dollars	13,144,30	
1/2 of which is	6522,18	

Inventory of Balances due on Contracts drawing interest
at 6% from July 1, 1851, Of which ^{Deed} Wm B. Jones runs one third.

(107) Frederick Fisher	158	38
G & W. S. Pecker,	420	98
Wm Soffler,	92	
Thomas O. Neil,	143	05
Imvthy Hagan	95	30
Do	105	50
Peter Year,	242	88
Thomas McMahon	259	05
Benjamin Jacobs,	201	
Th ^o McMahon	331	21
Horace Lamb	325	
Total Rolls	2395	52
1/3 of which is	798	50

Inventory of Balances due on contracts Drawing interest
at 6% from July 1/51 Of which ^{Deed} Wm B. Jones runs one fourth.

William B. Green	158	76
Do	193	02
Do	210	20
Gunn Sherman	318	25
Enos Brown	361	57
Orville Cone,	191	41
John Blum	116	23
Lambert Blum	520	87
Casper Schinner,	253	42
Geob Grub,	358	18
George Hany,	357	28
Henry Christian Grusse,	330	52
Carried Forward	3370	21

Amount Forward,	3370.01
Frederick Shaper	592.78
Luizie L. Newlon	294.35
John Johnson	140.08
Do	144.40
Do	171.85
James M. Hutchinson	25.74
Jarvis Wilcox Trustee,	644.90
John Johnson	108.31
Do	108.31
Do	108.31
Pardon B. Greene	190.91
Patrick Kurnan	135.
John Johnson,	139.89
Benjamin Wilcox Trust	352.48
Darius Crumby,	850.21
James Harrison	1000.
Alvin Olson	312.50
Gunder L. Gunderman	331.42
Alvin Olson & G. F. Gunderman	154.84
Joseph Hess,	403.50
Total Dols,	9521.06

$\frac{1}{4}$ of which is 2485.25

Inventory of Balances due in Contracts.
Drawing Interest from July 1881 at 5%, @ former
from C. Lane Reed. Own one month,

Edward Alexander McGregor,		588,99
(109)	Thomas Snodgrass,	367,16
	Henry Rauge,	394,52
	Benj. F. Folsom,	94,86
	Thomas McLane	27,66
	John Fitzpatrick,	82,18
	Ole Olsen	144,94
	James Merris,	104,00
	Jozer & Olsen	66,94
	Eli S. Prescott,	412,26
	Sam L. Haskins,	323,33
	William Melroe,	572,30
	Ch. McCormick,	1123,50
	Jacob Jacobson,	143,73
	William Hennick,	624,19
	Lars. Larsen	7989
	J. H. Gilbert,	189,41
	George Alge Inslee,	82,88
	Ch. Shelam for Eliz & G. S. Burdick	613,47
	Alfred Stone	77,25
	Patrick Kups,	170,61
	Magnus A. Norbye,	259,22
	Jacob Blum,	191,
	Nicholas Bieft,	206,40
	John Sage	151,30
J. Wells	Freeston	80,38
	Andrew Anderson,	199,18
C. Kefferman &	Patrick Byron,	101,15
John Samson	John Stewart,	163,57
	Martin H. Baldwin,	249,35
		128,28
		8135,90

Amount Forward,	8135.90
Anthony Dunningan	483.98
John F. Doane,	315.86
Watson Bell,	327.59
Nicholas Ruedorf,	288.64
Henry Shander,	566.01
John McMonagle,	1025.76
Gill & Diversy,	347.35
John Thul	117.12
Adam Kullback,	146.73
Azarian Shupley	578.33
Henry Wickmeyer,	602.79
Franklin Whiteman,	262.74
James H. Kenyon,	363.01
Geo Wm Kear,	339.51
Andrew Jackson,	299.88
Michael Lubeck	192.30
John L. Gray,	570.24
James O. Reily,	210.28
Ellis Rustin	200
Peter Redmond	210.02
Ruth Soden	189.68
James W. Neff,	318.19
John Peter Cuzzall,	358.29
Henry Wickmeyer,	528.98
Melvin J. Cuzzall,	254.37
Martin J. Cuzzall,	103.11
N. M. Cuzzall,	228.37
George J. Cuzzall,	612.73
George J. Cuzzall,	537.51
James J. Cuzzall,	409.58
John J. Cuzzall,	176.78
John Cuzzall,	256.33
	19,686.07

Amount Forwards		19,586, 07
(111) James D. Wilson		454, 50
Jacob Ritz		428, 11
Jacob Nuttman		402, 60
Marion, R. Ogden		1804, 38
Patrick Higgins		375,
John Davis		1415, 42
Chas. F. Grey,		1268, 76
Henry Schade,		261, 54
Stephen Bauman		263, 90
Vincent Berns,		263, 90
Henry Bauman		260, 08
John Bond,		309,
Michael Zimmerman		261, 25
Christopher Roscher,		70,
Franz Bauman,		259, 38
Henry Brigham		178 00
Gerhard Gibbs		274 78
Total Rolls,		26966 85
1/6 of which is.		4494, 47

Inventory of Balances due on contracts Drawing 6%
 From July 1851. Of which W.B. Jones ^{deeds} owns one Eighth;

Henry Bener,	333	15
Robert Martinez	245	28
William Gibson	419	86
David Cornell	368	97
John Prindleville,	393	92
Andrew Spies & Geo Bosches,	397	31
Peter Curry,	294	86
Jacob Patman,	413	89
Total Rolls,	2869	24
1/8 of which is.	358	65

Inventory of Balances due on contracts drawing 6% from July 1, 1851. Of
 which Wm Jones Deed owns three sixteenths,

Cyrranias Green,	38	78
William Bride	187	05
Gristy & Bride	202	21
Chas. Beach	181	80
N. Reynolds	41	78
Samuel White,	9	05
Josh Bell,	441	13
Chas Stirdiven	113	
Josh Kemerling,	102	10
Edw C. Hollister,	182	88
A. McVicker,	220	31
J. C. Griman	194	31
W B Green & McVicker	305	20
J Cook	101	57
3/16 of which is \$409,27	2182	78

Inventory of Balances ^{Due} on Contracts drawing Interest ^{a %} from July, 1851 of which Wm. E. Jones Dec^d Curr^y ... twenty

(113) William Carney,	166 11
A. R. Bishop	249, 17
William Orr,	139, 05
William Orr & John Wyllie	139, 05
William Wyllie	287, 73
Allan Wyllie,	148, 70
Isaac Gilbert	101, 34
Christian Jackson	015 24
John Heiter.	432, 79
C. S. Boyd,	50,

Total Dols, 2330 38
 9/20th of which is 1048 07

Inventory of Balances due on Contracts drawing Interest ^{at 6%} from July 1st 51 of which Wm. E. Jones ^{Dec^d} Curr^y twenty five three hundred & ...

Richard Marum	2730, 05
Richard R. Webster,	968, 91
Bernard Richardson	750, 02
William Newman	1009 07
Total Dols,	5458, 05
75/320 th of which is	1279 37

Balance due on Contracts drawing Interest at
 5% from July 1/1851. Of which Wm & James ^{decd} Owns 5'07 ^{ths} 11/16

Exrs Thomas & James Thomas	3039	30
5'07/1100ths of which is	1077	38

Balance due on Contracts drawing Interest
 at 5% from July 1/1851 Of which Wm & James ^{decd}
 Owns the whole Amount,

Frederick Yeaple	4122	43
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We the undersigned Executors of the Estate
 of Wm & James ^{decd}, Certify that the
 foregoing is a true and perfect ~~copy~~ Inventory
 of All the Debts Due to and By the Estate of the said
 Wm & James ^{decd}. So far as the same has come to
 Our Knowledge,

Amcago July 1/1851.

Marion D Ogden
 Executor of Wm & James ^{decd}

(No. 117)

The President of the United States of America,

(115)

To all to whom these presents shall come greeting:—

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

To The District Court of the United States for the Southern District of New York.

Azor S. Marvin of the City of Brooklyn Commission merchant (residing in State St.) in his individual capacity and as one of the late firm of Trask & Marvin doing business in the City of New York by petition represents and states to the Court that he is owing debts which have ^{been} created in consequence of a defalcation as a public^{officer}, or as executor, administrator, guardian, or trustee, or while acting in any other fiduciary character; and that he owes debts and is under engagements which he is unable to meet and that he accordingly applies to the Court for the benefit of the act entitled "An act to establish a uniform system of Bankruptcy throughout the United States" Passed August 19th 1841

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

And the petitioner further states to the Court that the Schedule annexed marked B contains, according to the best of his knowledge information and belief an accurate inventory of his property, rights and credits of every name,

The words "in his individual capacity" used as one of the late firm of Trask & Marvin doing business in the City of New York is understood before signing and swearing J. Hammond Clerk of the

kind and description and the location and situation of
each and every parcel and portion thereof.

Brooklyn December 7, 1842

Agr S. Marvin,

Kings County Brooklyn}

The above described Agr
S. Marvin this day appeared before me, and in my
presence subscribed the foregoing petition, and by his
oath duly administered by me to him verified the same.

L. Greenwood

Commissioner of Bankruptcy
for Kings Co. —

Dec. 7, 1842.

I Charles D. Betts, Clerk of the District Court do
hereby certify that I have searched the docket of cases
in Bankruptcy in this office and find no petition
filed by or against Agr S. Marvin the Petition
Dated this 7th day of December 1842

Chas. D. Betts.
Clerk.

Schedule A.

The petitioner was a member of the firm of Calvin W.
How & Co. of the City of New York during the year 1836.
Petitioner's interest in the business was one sixth.

At the dissolution of said firm the business was
settled between the partners thereof, leaving a balance
to the credit of petitioner of about the sum of \$3100.
The business of said firm has been thus far settled by
Calvin W. How & Fisher How, and in the collection
of the debts due to said firm and disposition of the
debts due to said firm property that belonged to them

(114)

There has been made large deductions from the amount estimated at the time of settlement; so that the balance of the Profit & Loss account is such that petitioner is indebted to Calvin W. How of New York and Fisher How of Brooklyn for his proportion of such loss, after absorbing the above balance of \$ 3100.-

Petitioner was also a member of the firm of Trask and Marwin, composed of Petitioner and Alanson Trask (petitioner's ^{interest in the} business was three eighths) which said firm were owing debts and had contracted large liabilities, and for the purpose of paying the debts and liabilities, and ~~for the purpose of paying the debts and liabilities of~~ said firm Azor S. Marwin and Alanson Trask, on or about the 3rd day of July 1840 made a full assignment of all their joint property to Asa G. Trask of the City of Brooklyn, said Asa G. Trask is a member of the firm of A. and A. G. Trask of the City of New York which said firm of A. and A. G. Trask have with the consent of petitioner paid some of the debts and liabilities of Trask and Marwin in anticipation of funds expected to be realized out of said assignment. Petitioner is indebted for such balance as may be due to said firm arising out of such payment of the debts or liabilities of Trask and Marwin - also for the following debts and liabilities of the late firm of Trask and Marwin composed of Alanson Trask and Petitioner.

Names of Creditors	Residence	Occupation	Consideration	Amount
See Chaplin.	Wilmington	Manufacturer	Mdye	896.37
Stephen Oliver.	Syracuse	"	"	125.25
Roswell Furman.	Haverhill	"	"	925.00
H. D. Chase	Syracuse	"	"	65.00
A. A. Williams agt.	Conn.	"	"	775.00
C. Russell & Co.	New York N.Y.	"	"	657.00
Union Society.	Ashford Conn.	"	"	99.00
				1000.00

List of Creditors &c Continued from last page.

Joseph Briggs.	Milbury Mass.	Manufacture	May.	138, 72
C. W. New Ho.	New York N. Y.	Merchant	"	1366, 12
N. S. Rubber Co.	" "	"	"	1008, 07

Petitioner is also liable on the following notes made by Trask and Marvin lent & payable to Mc Mully and Chapman —

Trask and Marvin	September 24 th 1839	90 days	800, 00
" " "	December 26, " 60 "	"	720, 00
" " "	" 26, " 60 "	"	580, 00
" " "	January 18, 1840	90 "	630, 00
" " "	note on which judgment was obtained by Edward Ferguson and others payable 6 July 1840.		721, 57

And also on the following notes made by Mc Mully and Chapman and endorsed by Trask and Marvin for the benefit of Mc Mully and Chapman,

Mc Mully & Chappmans note	November 3 ^d 1839	90 days.	176, 77
" " "	" Sept. 7 th " 60 "	"	
Costs <u>mak^g to</u> Judg.			936, 21

And also for the endorsement of Trask and Marvin on Albert Mc Mullys note of \$1500 in which judgment has been obtained, bal. due 1100, 00

Petitioner is also indebted for the following liabilities, —

Names of Creditors	Residence	Occupation	Consideration	Amount
(119) P. & F. Schlesinger.	New York N.Y.	Merchants	Merchandise	209, 41/
W. & A. D. Swift.	" " "	"	Cash.	788, 00
J. & L. Joseph & Co.	" " "	Brokers.	Cheek	150, 00
Mixon and Loomisworth	Syracuse "	Atty & Sol ^r	Cts & judgt	149, 50
John Wilkinson	" "	" "	" "	70, 00
W. Mully & Chapman	New York "	Merchants.	Cash.	925, 00
They claim a larger balance				
Joseph Manning	Brooklyn	Physician	Bond	510, 90
Jane Scott.	Bergetown S.C.	"	"	356, 60
C. M. Lee	Rochester.	Atty & Sol ^r	Costs	60, 00
Mutual Safety Ins. Co. N. York. City Underwriters note				150, 00
and for the following endorsements,				
J. P. Marvin's note passed to Mr. Nichols & Mr. Dorney				
Salem Mass. dated 15 May 1842 6 mos.				149, 81
J. P. Marvin's note passed to Sam. Benzie Braintree				
Mass. dated 11 May 1842 5 mos				178, 50
J. P. Marvin's note passed to Eben Putnam North				
Hanover Mass. dated July 7, 1842, 4 mos.				225, 00
J. P. Marvin's note passed to Munroe & Hale N.Y.				
dated 13 July 1842, 4 mos.				180, 00
J. P. Marvin's note passed to H. G. Stuart N.Y. dated				
11 Aug. 1842 60 ds.				142, 46
J. P. Marvin's note passed to North River Bk.				
New York dated 13 Oct. 1842, 3 mos.				750, 00
L. G. & R. C. Jones note held by N. River Bk. N.Y.				
dated 25 Sept 1841 6 mos.				677, 22
Daniel Bickler's note held by R. W. Ames N.Y. dated				
23 Apl. 1842. 6 mos.				100, 83
Francis Gilbert note held by Hoyt and Sawyer				
Marshall Mass. 23 April 1842 6 mos.				190, 44
J. H. Murray's note held by N. River Bk. N. York dated				
20 June 1842 6 mos.				1096, 46
Baldwin and Gray's note held by N. River Bk. N. Y.				
dated July 15, 1842, 4 mos.				306, 50

J. James Patrick note held by Wm. B. Bates N.Y.
 dated 1 Oct. 1841, 6 mos.
 332 37

Geo. A. Morris note held by W. River Bk. N.Y., dated 1 Sept. 1842, 4 mos.	427.57
Johnson Norton & Co. note held by David Daniel, Danvers Mass. 1 June. 1842 1 year.	395.27
J. W. Price dft. on Wm. Cook held by W. P. Hatch N.Y., dated 21 Sept. 1842, 4 mos.	216.56
Wm. Bement note held by W. River Bk. N.Y., dated 28 Sept. 1842, 2 mos.	119.54
Burden March & Co. note held by Lev Hatter and Miles N.Y. dated 6 May 1842 on demand	171.61
S. Baker & Co held by W. River Bk. N.Y., dated 20 Oct. 1842, 90 days.	223.10
Lt. on Francis Gilbert note held by Pick & Sayre N.Y. dated 6 June 1842 6 mos.	103.36
Lawrence and Richardson note held by W. River Bk. N.Y. dated 25 Nov. 1842, 7 mos.	310.00
Asse J. Marvin	.

Schedule B.

In January 1832 Petitioner made an assignment to Hugh Archibloss, Ralph Almsted and Asaph Stone of all his then property for the payment of all his then debts and liabilities, which debts and liabilities have since been settled, but the property still remains assigned - The Books and other evidences of debt have been destroyed by fire and most if not all of the debts are outlawed or uncollectable.

In an agreement between Shepherd Knapp of New York and Petitioner dated 15 October 1836 and signed by Shepherd Knapp, he agrees to transfer the one half of his purchase of Stephen Fargo of about 558 acres of land, situated in Manchester, Michigan on the payment of \$1250 and interest from the 10th July then last. Petitioner paid the same day to Gideon Lee & Co \$750. in account of expenditures on said property.

The petitioners Asa S. Marvin's this day appeared before me and my presence subscribed this Schedule and by the said duly administered by me to him before the same. Dec. 7, 1842, J. Freeman Court, N. H. Kings Co.

(121)

The following are Receivables that are due to Frask and Marvin and yet uncollected, or applied to the payment of their liabilities, that were on the 3rd day of July 1840 assigned by Alanson Frask and Asa S. Marvin to Asa W. Frask for the purpose of paying the then debts and liabilities of said firm of Frask and Marvin and since said assignment Edward Ferguson and others have filed a creditors Bill in the Court of Chancery of this State against Petitioner and others and such proceedings have been had in the cause, that a Receiver has been appointed, and petitioner has made an assignment of all his property to such Receiver under the order of the Court

Name of Debtors.	Residence	Occupation	Consideration	Amount
Milton Barney,	Homer Mich.	Merchant.	Merchandise	700 00
Thos. Mouse & Co.	Blakely, Geo.	"	"	696. 73
E. H. Avery.	Danaola, Ill.	"	"	264. 61
E. H. Avery.	" "	"	"	340. 38
Wm. B. & Co. Cold Water.	Coldwater, Mich.	—	Cash	224. 00
" " " Brest.	Brest.	—	"	331. 81
N. Ford & Co. Morgan Butte & Co. New York.	New York.	"	"	500. 00
Geo. P. Bell.	Bromfield N. Y.	Merchant.	Wedge.	54. 00
Mr. Brown & Co.	Milwaukee N. Y.	"	"	25. 00
A. Hall & Co.	Staten Co. N. Y.	"	"	52. 70
Jenkins Reynolds & Co.	Chicago Ill.	"	"	438. 17
Mr. Burroughs	Port Hope N. S.	"	"	11. 25
Mr. E. Holt.	Cleveland Ohio.	"	"	82. 00
Hosham & Dickey	Hampden Ill.	"	"	512. 63
J. W. Collins & Co.	Tremaineville O.	"	"	673 00
N. Maner	Tallahassee, Fl.	"	"	308. 30
Sas. Vance.	New York N. Y.	Tailor	"	344. 17
Wm. of Real Estate Bk. of Mississippi	W. U. State Tenn.	Cash	"	289. 00
John M. Kay & Co.	Lowtown Ala.	Merchant	Wedge.	117. 95
Los. Leranger	Monroe Mich.	"	"	180 00

John Murray.	Crawfordsville, Ind.	Merchant	Wds.	329, 60
Beafr. & Cleburn	Ind., Ind.	"	"	26, 00
Albert Cole.	" "	"	"	26, 00
Rosewell & Kuch	Goshen	"	"	551, 00
Moore & Putzman	Prairie Road Mich.	"	"	254, 02
A. H. Skinner	New Haven, Ohio,	"	"	155, 16
Shelden and Owen	Utica Mich.	"	"	429, 57
Armstrong and Palmer	Meriden Ohio.	"	"	285, 65
Perry and Croftman	Chicago Ill.	"	"	210, 58
Chas. A. Brown	Wilmington N.C.	"	"	307, 67
E. N. Casple	Carbondale Penn.	"	"	669, 76
Jos. W. Law.	Green Bay, W. T.	"	"	150, 93
Bank of Washkema	Ann Arbor Mich.	—	Cash	85, 00
Tricks and Lock	Crestline Ohio	"	Wds.	329, 49
Rosewell and Crane	Atsugo, Mich.	"	"	14, 14
Wiley E. Hearing	Carrollton Ala.	"	"	1110, 20
Thos. H. Edwards.	Kalamazoo, Mich.	"	"	242, 15
Azariah Rood	Whitmanville "	"	"	225, 03
Chas. B. Street	Illinois	"	"	49, 73
Willard L. Hamile	Toledo, Ohio,	"	Cash	413, 10
Cullen Brown	Detroit, Mich.	"	"	181, 00
Sethrop Robinson	New Comertown, Ohio.	"	Wds	490, 50
Willard & Rice	Kalamazoo, Mich.	"	"	227, 28
John W. Sturkman	Monroe "	"	"	651, 00
Amos Brownson	Kalamazoo "	"	"	66, 00
W. H. Taylor	Chicago Ill.	"	"	646, 97
Preston and Cook	Kentucky.	"	"	310, 92
Merchants & Mechanics Bank	Monroe Mich.	"	Cash	136, 00
Seth A. Mann	Hedges N. Y.	"	Wds.	345, 07
Fredk. Rooker	Kalamazoo Mich.	"	"	300, 00
Stephen Fargo.	Tennest "	"	"	400, 00
Overhout	Schoharie N. Y.	"	"	121, 58
Mr. Corington	Columbus Mich.	"	"	1200, 00
Andrew Webster & S. Caldwell	" "	"	"	197, 17
Warren L. Wood.	Grafton Mass.	"	"	81, 84

(123) Chas. O. Malley.	Wickham Mich.	Merchant, Mdso	99. 29
H. Pemberton.	Amherst N.Y.	" "	196. 14
Kent & Bunkerhoff.	Rochford Ill.	" "	123. 01
Hubbell & Remyer.	Steuben Co. N.Y.	" "	37. 11
John H. Allen	Albans Co. "	" "	37. 43
A. B. Turner	Brooklyn "	" "	55. 19
J. Ramsdell & Patten.	Cold Water Mich	" "	401. 00
Ford & Buck	Jackson "	" "	326. 87
B. C. Morris	Port Antonio. N.Y.	" "	50. 08
Michael Field.	Elba N.Y.	" "	1075. 82
Bank of Pontiac	Mich.	Cash	724. 00
Jackson Co. Bk. Notes.	"	Cash	635. 00

The following are Book accounts.

Saml. Tuttle	Enterprise Ind.	Merchant, Mdso.	93. 87
Lincoln Hyde	Brooklyn. N.Y.	" Cash,	40. 00
L. Lord Jr.	Town House. Ind.	" Mdso.	87. 68
Craven Dickson	N. C.	" "	49. 00
E. Freeman	N. Y.	Manufact., "	18. 00
L. H. Tracht.	Kalamazoo Mich.	Farmer Cash	159. 53
A. P. Willard	Plattsburg N.Y.	Merchant Mdso	46. 94
A. G. Stevens.	Mich "	" "	77. 25
L. A. Hickey.	Sackett Harbor "	" "	44. 16
Robinson White & Williams	Grand Haven Mich.	" "	180. 00

Household furniture of Petitioner contained in State St. priced by Samuel Penny, viz.

Three Bedsteads, 2 Feather Beds, 2 Straw Mattresses
 3 Mops, do, 8 pr. sheets, 7 pr Blankets, 8 pr Pillow Cases
 3 Coverlets, 2 looking glasses, 1 Clothes press, 1 Book Case
 3 Brass lamps, 4 Britannia do, 3 iron pots, 1 tea kettle
 1 Brass Kettle, 1 Cooking stove, 1 griddle one frying pan
 1 Muffle iron, Crockery and glass ware, 9 table spoons,
 18 tea spoons, 1 Soup ladle, 1 tea set, 1 Coffee urn, 12 pr.
 12 flag bottom chairs, 2 baize floor cloths, 1 rocking
 Chair, all of value to the petitioner about, 250 10
 Wearing apparel of petitioner worth to him 100 00

Wearing apparel of petitioners wife 100.00
 " " " " 4 Children viz.
 Walter B. Ayer S. Samuel P. & Martha Marvin 80.00
 Ayer S. Marvin

The petitioner Ayer S. Marvin this day appeared before me
 and in my presence subscribed the foregoing Schedule
 and by his oath duly administered by me to him verified
 the same

Dec. 7. 1842, —

J. Greenwood

Clerk, &c. for Kings Co.

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

Witness the Honorable Samuel R. Betts.

Judge of the said Court, at the City
 of New York, in the Southern District
 of New York this twenty fourth day
 of December in the year of our Lord
 one thousand eight hundred and
 fifty six and of our Independence
 the Eighty first

Geo. T. Betts.

Clerk.

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

Sam. R. Betts.

126 for
In Chancery

(N^o. 118)

(125)

Before the Vice Chancellor of the first Circuit

To the Chancellor of the State of New York
Complaining show unto your Honor, your
Orators George Wildes of Manchester in England Merchant
John Pickersgill of London in England Merchant, and
William L. Pickersgill of the City, County and State of
New York Merchant surviving partners of the late firm of
George Wildes and Company which said firm was composed
of your Orators and one Thomas Searle now deceased, that
heretofore to wit, on the first day of June in the year of
our Lord One thousand Eight hundred and thirty seven
Marvin M. Nulty and George M. Chapman then doing
business in the City of New York under the name and
firm of M^c Nulty and Chapman and in London in
England under the name and firm of George M. Chapman
and Company were indebted to the said firm of George
Wildes and Company in a large sum of money in
certain promissory notes bills of Exchange and book
debts growing out of certain business transactions of the
said Marvin M. Nulty and George M. Chapman with
the said firm of George Wildes and Company.

And your Orators further Complaining show
unto your Honor that on the twenty fourth day of February
in the year of Our Lord One thousand eight hundred
and forty the aforesaid large sum of money still
remaining due and unpaid to the said firm of George
Wildes and Company by the said Marvin M. Nulty and
George M. Chapman your said Orators and the said
Thomas Searle on or about the day and year last
aforesaid commenced an action against the said Marvin
M. Nulty and George M. Chapman in the Superior Court
of the City of New York to recover the amount so

remaining due and unpaid to the said George Wilder and Company by the said McNulty and Chapman and such proceedings were thereupon had that afterwards to wit on or about the fourteenth day of October in the year last aforesaid your Orators and the said Thomas Searle Plaintiff by the consideration and judgment of the said Superior Court of the City of New York recovered against the said Marvin McNulty and George M Chapman Defendants the sum of thirty two thousand two hundred and sixty dollars and fifty four cents for the damages which the said plaintiff had sustained as well by reason of the non-performance of their certain promises and undertakings then lately made by the said Marvin McNulty and George M Chapman to the said plaintiff on account of the aforesaid indebtedness as for the costs and charges by the said plaintiff in and about their said suit laid out and expended which were adjudged to the said plaintiff in and by the said Court where of the said Marvin McNulty and George M Chapman were convicted as by the record and docket of the said judgment now remaining in the office of the Clerk of the said Court at the City Hall in the City of New York or by an exemplified copy thereof reference being thereunto had and to which for greater certainty your Orators pray leave to refer will more fully and at large appear.

And your Orators further complaining shew unto your honor that on the same day and year to wit the fourteenth day of October in the year One thousand eight hundred & forty your Orators and the said Thomas Searle caused a transcript of the said judgment to be obtained from the Clerk of the said Superior Court of the City of New York and caused the same to be filed in the office of the Clerk of the City and County of New York and the judgment aforesaid to be docketed in his office in the manner provided by

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(124) Law. And your Orator further complaining shew unto your honor that afterwards to wit on the fourteenth day of November in the year 1840, for the purpose of obtaining satisfaction of the said judgment your Orator and the said Thomas Seale sued and prosecuted out of the said Superior Court of the City of New York a Writ of the People called a writ of fieri facias directed to the Sheriff of the City and County of New York that being the County in which the said defendants resided at the time of issuing the said writ by which said writ the said Sheriff was commanded in substance that of the good and Chattels of the said Marvin McKulty and George M Chapman defendants within his County he should cause to be made the said sum of thirty two thousand two hundred and fifty two dollars and fifty four cents which the said plaintiffs in the said Superior Court of the City of New York recovered against the said defendants and if sufficient goods and Chattels of the said defendants could not be found in his County that then and in that case he should cause the damages aforesaid to be made of the lands and tenements and real estate whereof the said defendants were seized on the said fourteenth day of October in the year One thousand eight hundred and forty or at any time thereafter in whose ever hands the same might be, and that he should have those moneys before the said Justice of the said Superior Court sixty days after the receipt of the said writ by him to be paid to the said plaintiffs for the damages aforesaid, and that he should have there that writ.

And your Orator further complaining shew unto your honor that the said writ of fieri facias before the delivery thereof to the said Sheriff of the City and County of New York as hereinafter mentioned was duly endorsed with a direction for the said Sheriff to levy the sum of thirty two thousand two hundred and fifty two

dollars and fifty four cents with interest from the said fourteenth day of October 1840 besides Sheriff's fees. and was delivered to the said Sheriff of the City and County of New York to be executed in due form of law on the day of the issuing thereof as aforesaid. and your orators further show unto your honor that the said Sheriff of the City and County of New York at and after the expiration of the time therein limited for the return of the said writ of fieri facias to wit on the twenty second day of January 1841 returned to the said writ that the said defendants had no goods and chattels, lands tenements real estate or chattels real in his County wherean to levy and satisfy the same or any part thereof or words to that effect as by the said writ and the direction to and return of the said Sheriff endorsed thereon and now on file in the office of the Clerk of the said Superior Court of the City of New York in the City of New York more fully appears and to which or to an amplified copy thereof your Orators pray leave to refer should it be necessary so to do. the above facts as to obtaining said judgment. and the proceedings thereon your Orators state upon information derived from their Attorney Francis Griffin and they believe the same to be true.

And Your Orators further show unto your Honor that afterwards to wit sometime in the month of April in the year one thousand eight hundred and forty three the said Thomas Seale departed this life leaving your Orators surviving partners of the said firm of George Wildes and Company.

And your Orators further show unto your honor that they believe and charge that there is now actually and equitably due to your Orators upon the aforesaid judgment the sum of thirty two thousand two hundred and sixty two dollars and fifty four cents together with the interest thereon from the fourteenth day of October

in the year One thousand eight hundred and forty over
(129) and above all just claims of the said defendants or
either of them against the same by way of offset or
otherwise. And your orators further show unto your
honors as they are informed and believe and therefore
charge that while the said Marvin McNulty and
George M Chapman remained indebted to your
orators as aforesaid to wit on the sixteenth day of
January in the year of our Lord One thousand eight
hundred and forty, the said Marvin McNulty and
George M Chapman then being in possession of a large
amount of assets of various kinds embracing real
estate bonds and Mortgages goods, wares and
Merchandizes, promissory notes and bills of exchange
cash and deposits in Banks and book accounts of
an amount nominally as then estimated by the said
Marvin McNulty and George M Chapman of upwards
of One hundred and fifty thousand dollars over and
above all the liabilities of the said firms of McNulty &
Chapman and George M Chapman and Company
did by a deed of that date duly sealed by the said
Marvin McNulty and George M Chapman dissolve
their copartnership and by mutual agreement all
the aforesaid assets of the said firms of McNulty and
Chapman and G M Chapman and Company were
conveyed, transferred and assigned to the said George
M Chapman who then and there undertook and
assumed the settlement adjustment and liquidation
of all the affairs of the said copartnerships and to pay
satisfy and discharge all the debts and liabilities of
the said firms of McNulty and Chapman and G
M Chapman and Company so far forth as the said
assets and property would go and in particular the
said George M Chapman for himself his executors
administrators and assigns did covenant to and with

the said Marvin McKully that he the said George M Chapman should and would as soon as practicable faithfully and fully appropriate and apply the whole or so much as might be required of the proceeds of the said debt and sums of money property and effects of the said Copartnership and every of them and every part thereof and also the whole of the undivided property of the said Marvin McKully which was then and there conveyed to the said George M Chapman so far as assigned and granted to the said George M Chapman (saving and excepting thereout and therefrom so much as might be necessary to pay all the cost and expenses of every nature and description attending the closing the business aforesaid and which should not in any event exceed the sum of Five thousand dollars including the private expenses of the said George M Chapman and excepting also so much as is equivalent to the property therein reserved to the said Marvin McKully not exceeding fifteen hundred dollars) to the payment compromise and Satisfaction of the said several claims and demands against the said Copartnership and to procure for the said Marvin McKully equal discharges with him the said George M Chapman from the Creditors of the said McKully and Chapman so far as the property is unexhausted it being then understood that all payments were to be made for the joint benefit of said Marvin McKully and George M Chapman as by the said deed of dissolution now in the possession of the defendants hereinafter named some or one of them a copy of which your Orators pray may be annexed to their answer or answers to this Bill of Complaint will on reference more fully appear.

And your Orators further complaining show unto your Honor as they are informed and believe and therefore charge that afterwards to wit on the same

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day of the execution of the aforesaid deed of dissolution the said George M Chapman became seized and possessed of all the Real Estate of the said Copartnership of M Kully & Chapman and George M Chapman and Company and of the said Marvin M Kully and also all and singular the aforesaid property rights and Credits of the said firms of M Kully & Chapman and George M Chapman and of the said Marvin M Kully in trust to apply the same to the payment compromise and Satisfaction of the claims and demands existing against the said firms of M Kully & Chapman and George M Chapman and Company of which the aforesaid claims of your Orator and the said Searle were part.

And your Orator further complaining shew unto your Honor that as they are informed and believe and therefore charge at or about the time of the dissolution of the said Copartnership of M Kully & Chapman the said firm of M Kully & Chapman over the owners of a certain bond executed by one Charles R Marvin of the City of Brooklyn to secure the payment of the sum of five thousand dollars dated on or about the twenty ninth day of May in the year 1838 and payable six months after date with interest secured by a mortgage on property in the City of Brooklyn which said mortgage the said George M Chapman at or about the time of the said dissolution caused to be assigned to Volney Gunn a relative of his then of the aforesaid City of Brooklyn and now residing in London England under a pretence to secure debts alleged to be due to Eunice Chapman the Mother of the said George M Chapman, and Julia Ann Chapman her daughter by the said M Kully & Chapman but which debts your Orator have been informed and believe and therefore charge were fictitious and without consideration and created to enable the said George M Chapman to convey assign

and dispose of his property or some part of the same
or some part of the aforesaid partnership property so as
to hinder delay defeat and defraud the Creditors
the aforesaid Copartnership of their just rights.

And Orators further complaining shew
unto your Honor as they are informed and believe
and therefore charge that at or about the time of the
dissolution of the said Copartnership of McNulty & Chapman
the said firm of McNulty and Chapman were the owners
of a certain bond executed by Morgan L Fulkner, William
F P Taylor and William McLary all of Buffalo to E R
Army of Silver Creek to receive the payment of the sum of
ten thousand dollars dated on or about the twenty ninth
day of April in the year 1837: and payable in New annual
instalments with interest secured by a Mortgage on property
in the City of Buffalo which said Mortgage the said
George M Chapman at or about the time of the said
dissolution caused to be assigned to the said Henry Gunn
under a pretence to secure a certain other debt alleged to be
due to the said Eunice Chapman and Julia Ann Chapman
but which debt your orators have been informed and believe
and therefore charge was fictitious and without consideration
and created to enable the said George M Chapman to convey
and assign and dispose of his property or some part of the
same, or some part of the aforesaid partnership property so
as to hinder delay defeat and defraud the Creditors of
the aforesaid Copartnership of their just rights.

And your Orators further complaining shew unto
your Honor as they are informed and believe and therefore
charge that at the time of the dissolution of the said firm
of McNulty and Chapman the said firm of McNulty and
Chapman owned a large amount of valuable assets to
wit: a judgment against Sirelly and Lupton for seven
hundred and sixty four dollars and twenty nine cents (\$764.²⁹/₁₀₀)
a judgment against Moss P Walker for six hundred and
fifty nine dollars and thirty cents (\$659.³⁰/₁₀₀) a judgment

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(133) Against W. S. Deanning for seven hundred and forty six dollars and seventy two cents (\$746⁷²/₁₀₀) a judgment against

Wheelan of the firm of Trapp and Wheelan for five hundred and eighty five dollars and thirty three cents (\$585³³/₁₀₀) a judgment against Marvin and Topping for about five thousand nine hundred and forty one dollars and ninety three cents (\$4941⁹³/₁₀₀) a promissory note drawn by Morris Leland Keith for two thousand eight hundred and twenty five dollars and eighty seven cents (\$2825⁸⁷/₁₀₀) a promissory note drawn by Allen Pratt for two thousand four hundred and seventy five dollars and sixty nine cents (\$2475⁶⁹/₁₀₀) a promissory note drawn by Ross Straug and Company for five hundred and fifty dollars (\$550) a promissory note drawn by John W Taylor for two hundred and eighty four dollars and twenty five cents (\$284²⁵/₁₀₀) a promissory note drawn by Justice L O Miller for fifteen hundred dollars a bond executed by George M Brad for about five thousand four hundred dollars (\$5400.) secured by a mortgage on property in the City of Buffalo stock in the Rockwell Land Company per value of one thousand dollars which said assets were passed to the said George M Chapman by virtue of the aforesaid deed of dissolution in trust to apply the same to the payment compromise and satisfaction of the claims and demands existing against the said firms of McAdley and Chapman said George M Chapman and Company. but which said assets your orators have been informed and believe and therefore charge the said George M Chapman with a view to hinder delay defeat and defraud the creditors of the said McAdley and Chapman assigned transferred and delivered to the said Eunice Chapman without a fair and valuable consideration.

And your orators further complaining show unto your honor as they are informed and believe and therefore charge that previous to the dissolution of the said

firm of Mc Nulty and Chapman the said firm owned a certain Bond made by one John S Doran of Ohio secured by a Mortgage on property in the said State of Ohio. which said Mortgage the said Mc Nulty and Chapman caused to be foreclosed and purchased in the name of Eunice Chapman. in whose name it was taken in trust for the said firm of Mc Nulty and Chapman which said property your Orator believe is still held by the said Eunice Chapman who holds the same without any just bona fide or valuable consideration

And your orator further complaining show unto your honor. that they are informed and believe that at the time of the aforesaid dissolution of the said copartnership of Mc Nulty and Chapman the said copartnership owned a large tract of land situated in the Counties of Scott and Kanawha. in the State of Virginia which the said George M Chapman. frequently represented to his Creditors were of great value. that said tract of land consisted as your orator have been informed and believe of upwards of three hundred and eighty nine thousand acres of land and was known as Smiths Survey. and your orator have been informed and believe and therefore charge that the said George M Chapman. with a view of hindering delaying. defrauding and defrauding the Creditors of the said copartnership of Mc Nulty and Chapman did sometime in the month of January. in the year 1840. and after the dissolution of the said copartnership of Mc Nulty and Chapman. fraudulently convey the said bonds to the said Eunice Chapman. without any good or valuable consideration. and your Orator further complaining show unto your honor on information and belief that at the time of the aforesaid dissolution of the said firm of Mc Nulty and Chapman. the said copartnership owned a farm in the town of Elba in the County of

(135) Genesee described as follows all that certain piece or parcel of land situated in the town of Elba, and County of Genesee and known as the west part of lot N^o. 3 Section number ten in township number thirteen and range number two consisting of one hundred acres, and your Orators have been informed and believe and therefore charge that the said George M. Chapman with a view of hindering delaying defeating and defrauding the Auditors of the said copartnership did after the said dissolution but at what particular time your orators are ignorant fraudulently convey the said farm to the said Julia Ann Chapman without any good or valuable consideration being paid therefor by her.

And your Orators further complaining show unto your honor on information and belief that sometime in the year 1838 or 1839 the said M^cKully and Chapman caused to be purchased a large tract of land situated in the County of Cabell in the State of Virginia consisting of twenty thousand acres or thereabouts and caused the same to be conveyed to the said Volney Gunn though the same was purchased with the money of the said M^cKully and Chapman and for their use which said lands the said Volney Gunn as your orators have been informed and believe and therefore charge still holds under the conveyance aforesaid.

And your Orators further complaining show unto your honor that they have been informed and believe and therefore charge that at the time of the dissolution of the said Copartnership of M^cKully and Chapman the said copartnership owned other valuable effects and property of the particulars of which your Orators are at this time ignorant, which effects and property the said George M. Chapman after the said dissolution of the said copartnership and before the assignment to Daniel French hereinafter mentioned but at what particular time your orators are ignorant.

with a view of hindering, delaying, defeating and defrauding the Creditors of the said copartnership did fraudulently convey assign or transfer to the said Eunice Chapman the said Julia Ann Chapman, the said Volney Gunn or some other person to your orators unknown, without any good or valuable consideration being paid therefore.

And your Orators further shew unto your Honor that the said Eunice Chapman was (as your Orators are informed and believe) on the first day of June in the year 1838 and previous thereto a person of no property and very aged and in part dependant upon the said George M Chapman for support, and was not engaged in any business whereby she could accumulate any property and appeared in the books of the said copartnership of M^c Nulty and Chapman indebted to the said copartnership of M^c Nulty and Chapman in a large amount for goods which had been imported for her at her request and therefore your orators charge that she could not have bona fide become the holder of any of the said assets so as aforesaid conveyed assigned or transferred to her. And your Orators further shew unto your Honor that they have been informed and believe that on the first day of June in the year 1838 and previous thereto the said Julia Ann Chapman was a young lady without any property of her own and without any means of earning a livelihood and wholly dependent upon her said Mother Eunice Chapman and her said brother George M Chapman for her support and therefore your orators charge that she could not have become the bona fide holder of any of said assets and property so as aforesaid conveyed assigned or transferred to her.

And your Orators further complaining shew unto your Honor that the said Volney Gunn on the first day of January in the year 1840 and previous

(134) there was as your orators have been informed and believe a clerk in the employment of the said Mc Nulty and Chapman and having no means of support except his salary as such clerk said at the date last aforesaid without any visible property and heavily indebted to sundry persons by judgment or otherwise and therefore your Orators charge that he could not have become the bona fide holder of any of the said assets and property so as aforesaid conveyed assigned or transferred to him.

And your orators further shew unto your honor that after the dissolution of the said copartnership of Mc Nulty and Chapman and after the several conveyances assignments and transfers as aforesaid were made by the said George M. Chapman there yet remained a large stock of goods ware and Merchandise on hand which the said George M. Chapman in some way fraudulently disposed of and also a large amount of valuable assets and property which the said George M. Chapman on or about the twenty fifth day of March in the year 1840. with (as your orators believe and charge) a view of still further hindering delaying defeating and defrauding the creditors of the said copartnership conveyed transferred and assigned to one Daniel French of the City of New York under the pretence of making the said Daniel French an assignee of all the property of the said Mc Nulty and Chapman and of the said George M. Chapman for the benefit of the Creditors of the said copartnership of Mc Nulty and Chapman and of the said George M. Chapman which said assets and property so as aforesaid assigned and conveyed to the said Daniel French. your orators have been informed and believe and therefore charge were nominally of the value of upwards of three hundred thousand dollars and might with due diligence and skill have been made to realize a large amount in cash but which in the hands of the said Daniel French have been

totally unproductive.

And your Orators further show unto your Honor ^{that} they have been informed and believe and therefore charge that the said Daniel French was and is a relative of the said George M Chapman and was selected by the said George M Chapman as an assignee of said property so as to enable the said George M Chapman the more successfully to defraud the creditors of the said copartnership that none of the creditors of the said copartnership of M Kelly and Chapman were consulted in the choice of said assignee that the said Daniel French was entire unacquainted with the affairs of the said M Kelly and Chapman and with their business and with the kind of business they were engaged in and knew nothing of the manner of settling up faithfully so large an estate as had been assigned to him that the said Daniel French was obliged to depend entirely for direction and advice in the management of the said estate either upon the said George M Chapman or for a short time after said assignment upon the said Volney Green who was under the direction of said George M Chapman and after the departure of the said Volney Green the said Daniel French depended wholly upon the advice of the said George M Chapman and left in his care and custody all the books papers and assets of the said firm that as your orators have been informed and believe and therefore charge the said George M Chapman induced the said Daniel French to hire an office in the lower part of the City of New York away from the usual place of business of the said Daniel French in which office the said George M Chapman might manage the affairs of the said assigned estate and that the said Daniel French suffered the said George M Chapman to settle and compound with the debts of the said Estate of

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(139) Mc Kully and Chapman and to receive and keep all moneys
belonging to said estate and that as your Orators are
informed and believe and therefore charge in no respect
did the said Daniel French exercise any independent
control or management of the said estate but left the
same entirely to the care of the said George M Chapman
nor has the said Daniel French made any efforts whatever
(as your Orators are informed and believe and therefore
charge) to get into his control any of the property assets
and effects so as aforesaid conveyed transferred and
assigned to and held by the said Eunice Chapman, Julia
Ann Chapman and Volney Green or either of them

And your Orators further complaining show
unto your Honor that they have been informed and
believe and therefore charge that the said Daniel French
under the advice and direction and control of the said
George M Chapman from the date of the assignment so
as aforesaid made to him to the present time made no
effort to turn the assets of the said firm of Mc Kully
and Chapman and of Marvin Mc Kully and George M
Chapman so as aforesaid conveyed assigned and trans-
ferred to him into cash or in any way to carry out the
trust committed to him by the said George M Chapman
except that some time in the month of December in the
year 1842 or thereabouts but at what particular time your
Orators are ignorant the said George M Chapman caused
to be inserted in some obscure newspaper in the City of New
York the name of which paper your Orators are ignorant
of an advertisement signed by the said Daniel French
of the sale by auction of several parcels of the most valuable
assets of the said copartnership of Mc Kully and
Chapman so as aforesaid assigned to the said Daniel
French that the advertisement was purposely inserted
in such newspaper so as to prevent the creditors and
others interested in said assets from knowing of such
sale and that at such sale all the assets so as aforesaid

offered for sale were purchased in by the said George M Chapman or by some other person or persons at his request and for his the said George M Chapman's benefit at merely nominal prices and your orators charge that such sale was fraudulently conducted by or on behalf of the said George M Chapman under the name of the said Daniel French with a view of enabling the George M Chapman to reap some benefit or advantage therefrom.

And your Orators further complaining show unto your Honor that they are informed and believe that among the assets so as aforesaid sold at public Auction as aforesaid and purchased by or on behalf of the said George M Chapman for a nominal sum but for what amount your orators are ignorant was a bond of Abraham P. Houldridge of Spucentown Columbia County New York to secure the payment of three thousand one hundred and ninety two dollars or thereabouts dated on the first day of June in the year 1838 or thereabouts and payable in two years after date with interest and secured by a Mortgage on lots in Oswego and recorded in Oswego County Clerk's office which said Bond was further secured by the guarantee of Daniel T. Baldwin of the City of New York which said Bond and Mortgage were as your Orators charge good for the face thereof and might have been collected by foreclosure and suit of the obligor and guarantor thereof.

And your orators further show that they have been informed and believe and therefore charge that the said George M Chapman purchased the said Bond and Mortgage in his name or for his own use and has recently caused a suit to be commenced in the Supreme Court on the said Bond with a view reaping the benefit thereof to himself.

And your Orators further complaining show unto your Honor that among the assets so as aforesaid

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sold at public Auction as aforesaid and purchased by or on behalf of the said George M Chapman for a nominal sum but for what amount your Orators are ignorant was as your Orators are informed & believe a certain piece or parcel of land situate lying and being in the City of Buffalo and County of Erie and described as follows All that certain piece or parcel of land situated in the City of Buffalo and County of Erie and State of New York known and distinguished on a map of a part of Custer lots number One hundred and ten One hundred and seventeen and one hundred and eighteen (110. 117. & 118) as lots numbers Six (6) and Seven (7) according to a subdivision of the same on said Map made by Morgan L Faulkner and bounded as follows beginning at a point where the north line of an alley thirty feet wide running from Elm to Willow Streets intersects the easterly line of Elm Street thence seventy four (74) feet Thence at right angles with Elm Street easterly One hundred and fifty feet thence southerly parallel with Elm Street seventy four feet to said Alley One hundred and fifty feet to the place of beginning which said piece of property Your Orators charge was very valuable and ought to have been sold in the City of Buffalo where the same was situated and known and where the same would have sold for its true and actual value.

And your Orators further show that they have been informed and believe and they therefore charge that the said George M Chapman purchased the said piece of property in the name of William Brufauin junior of the City of New York but for the use of the said George M Chapman. and that the said William Brufauin junior paid no valuable consideration therefore.

And your Orators further complaining show unto your honor that among the assets so far as aforesaid sold at public Auction as aforesaid and purchased by or on behalf of the said George M Chapman for a

nominal sum were as your orators have been informed and believe other valuable pieces of property and assets of the particulars of which your orators are ignorant and pray a full discovery thereof.

And your orators further shew unto your honor that among the assets of the said copartnership of ^{Mr} Nulty and Chapman so as aforesaid assigned by the said George M Chapman to the said Daniel French was as your orators are informed and believes a bond of Christopher Ferris to secure the payment of six thousand dollars dated on or the twenty second day of March in the year 1836 secured by a Mortgage on all that certain piece or parcel of land being part of outer lot number ninety three in the City of Buffalo in the County of Erie in the State of New York and according to a plan or subdivision of said lot by James Cleary for Henry R Seymour is the west half of lot number twenty five and bounded as follows beginning on the North Easterly corner of lot number twenty six on a Street thence Easterly on said Street thirty feet thence southerly on a line parallel with the east line of lot number twenty six to the little Buffalo Creek thence westerly on said Creek to the South Easterly corner of said lot number twenty six, thence Northerly on the east line of the said lot number twenty six to the place of beginning which said Bond and Mortgage the said Daniel French caused to be foreclosed under the direction and Management of the said George M Chapman in the name of the said Marvin M Nulty and George M Chapman and the same was purchased in by the Solicitor for the Complainants or by some other person by direction of the said George M Chapman in the name of said Emile Chapman for the nominal sum of one hundred dollars or thereabouts. no part of which your orators charge was well paid by the said Emile

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(43) Chapman and your orators therefore insist that the same is held by her in trust for the creditors of the said Mc Kully and Chapman and might to be so applied.

And your orators further show unto your honor that on or about the eighteenth day of October 1844 the said George M Chapman caused to be inserted in a newspaper printed in the City of New York called the Tribune and Democrat and having little or no circulation among Commercial men in the City of New York or elsewhere among whom all the principal creditors of the said co-partnership of Marvin Mc Kully and George M Chapman are advertisement a copy of which your orators have hereto annexed in a schedule marked Schedule N^o 1 and which your orators pray may be taken as a part of this their bill of complaint in which advertisement it appears that a large amount of the remaining assets of the said Mc Kully and Chapman are to be sold on the fourth day of November next and your orators believe and therefore charge that the assets so advertised constitute the whole of the remaining assets of the said firm of Mc Kully and Chapman and that from the limited circulation of the said newspaper the short notice of said sale and the very imperfect description of the said property so advertised to be sold and the day fixed for the sale being the day preceding the general election with which public attention is almost entirely engrossed and the putting up the said property in only five lots the assets will be sold for only a nominal sum and will be purchased in by or in the name of the said George M Chapman or for his use, and thus the creditors of the said co-partnership of Mc Kully and Chapman who have received no dividend at all on their respective debts will be by the friends of the said George M Chapman and the said Daniel French left without any hope of receiving a single cent on their claims out of the large amount of assets so as aforesaid owned by the

said McKelty & Chapman at the time of their dissolution
And your Orators further show unto your honor that
in consequence of the conduct of the said Daniel French
in suffering the books and papers of the said copartnership
to remain in care and custody of the said George M Chapman
some of the most important books of the said copart-
nership have as your Orators have been informed and
believe been concealed or destroyed or carelessly lost
by the said George M Chapman and among the books
so concealed or lost is (as your orators are informed
and believe) the journal or day book of the said firm
of McKelty and Chapman the last used by the said
firm in which is contained the disposition of the
assets of the said firm by the said George M Chapman
from the time of its dissolution as aforesaid until the
assignment as aforesaid to the said Daniel French
and also that as your orators are informed and
believe the books containing the proceedings of the said
Daniel French and the said George M Chapman
in reference to the said assigned estate after the said
assignment to the said Daniel French have been kept
in custody and control of the said George M Chapman
and the principal of the last-mentioned Books has been
destroyed by the said George M Chapman with a view
as your orators believe and charge of concealing the
acts and doings of the said George M Chapman in
reference to the said assigned estate from the knowledge of
the creditors thereof.

And your Orators further complaining show
unto your honor that sometime in the month of
February or March in the year 1842 the said Martin
McKelty applied to the District Court of the United
States for the Southern District of New York for the
benefit of the acts of Congress known as the act to
establish a uniform system of Bankruptcy throughout

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Throughout the United States, passed August 19th 1841, and was afterwards declared a Bankrupt by the said Court and his Estate thereby became, vested in William C St Waddell as General assignee in Bankruptcy, and afterwards the said Marvin McCully was by a decree of the said District Court duly discharged from all his debts provable under the said act, And your Orators therefore pray no relief, or decree against the said Marvin McCully in opposition to the certificate of discharge so received by him.

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And your Orators further show unto your honor that they are informed and believe that on the second day of April in the Year 1842 the said George M Chapman applied to the aforesaid District Court of the United States for the benefit of the aforesaid act of Congress and was afterwards, to wit on the third day of November 1842 by the said Court decreed and declared a Bankrupt, and his Estate thereby became vested in the said William C St Waddell as General Assignee as aforesaid, subject to all the rights of the Creditors of the said Partnership under the aforesaid assignment to the said Daniel French.

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And your Orators further complaining show unto your honor as they are informed, and that after the said George M Chapman had been so decreed a Bankrupt as aforesaid he applied to the said Court for his discharge and certificate as such Bankrupt, and that cause was shewn against such discharge by Crask & Marino and Dobson & McNamee and thereupon the cause was referred to a Commissioner in Bankruptcy and after much time and expence was consumed and much voluminous testimony taken the cause came on to a hearing, and on the twenty third day of November 1843 the following order was made

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as Your Orators are informed and believe, and Entend
to wit In Bankruptcy at a District Court of the
United States of America held for the Southern of New
York at the City Hall in the City of New York
on Thursday the twenty third day of November in the
Year 1843, Present Samuel R. Betts District Judge,
On the matter of George M. Chapman a Bankrupt
order This cause coming on to be heard on the com-
missioners report and it appearing to the court upon
the proofs produced that the objections that the Bank-
rupt has admitted false and fictitious debts against
his Estate have been supported, and further that the
transfer and conveyances of the Virginia lands and
other Securities and assets to Eunice Chapman his
Mother was fraudulent withins the provisions of the
Second and fourth sections of the Bankrupt act, It
is ordered that the said objections be and the same
are allowed with costs to be taxed as by the aforesaid
proceedings and docket of the said Court, or by any
Exemplified copy thereof with reference being had
thereto more fully and at large appear.

Feb 76

And Your Orators further complaining Show unto Your
honor that upon reference to the testimony of the said
George M. Chapman, Eunice Chapman and Samuel
French and other witnesses Examined on the part
of the opposing creditors in the proceedings aforesaid
it will appear and Your Orators charge that the
aforesaid allegations of fraud in the dispositions of
the aforesaid assets, Books and papers of the said
firm or Copartnership of M^r Mully and Chapman
are fully proved and Sustained.

Feb 77

And Your Orators further complaining, Show unto Your
honor that they informed and believe and Charge

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that the said George Mc Chapman is the owner of or in some way or manner beneficially interested in some real Estate in this or some other State or some chattels real of some name or kind or some contract or agreement relating to real Estate or the rents issues and profits of some real Estate, and also that the said George Mc Chapman is the owner of or in some way beneficially interested in the Stock of some Company incorporated or unincorporated or in the profits of some company or copartnership and particularly that the said George Mc Chapman is the owner of or interested in the Company or copartnership now or lately established in the City of New York under the name and style of E Chapman or E Chapman & Company, which said firm is alleged to consist of the said Eunice Chapman and Julia Ann Chapman, but which your orators charge was established upon the Capital received by the said George Mc Chapman, Eunice Chapman and Julia Ann Chapman from the aforesaid assets of Mc Mully & Chapman so as aforesaid conveyed transferred and assigned to them, and also that the said George Mc Chapman has in his possession at the time of filing this your orators bill of Complaint some Money in Coin or Bank Bills, or that he has Money deposited in some Bank or elsewhere to his credit or to the credit of said firm of E Chapman or E Chapman & Company, or that he has Money or some Securities for the payment of Money held by some other persons in trust for or otherwise for his benefit, And your orators further show that the matters and things in this your orators bill of Complaint stated and set forth arose within the first Equity Circuit of the State of New York and not elsewhere, and that all the defendants hereinafter named reside

within said Circuit, except the said Volney Gunn who resides in England.

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And that your orators bill of complaint is not exhibited by collisions with the said defendants or any of them, or with any other persons or persons or for the purpose of protecting the property or effects of the same defendants or any of them against the claims of other creditors, but for sole and only purpose of compelling payment and satisfaction of your orators one debt due on the said judgement so as aforesaid recovered by them, and the said Searle against the said McNulty and Chapman. And your orators well hoped that the said defendant George McChapman would have paid to your orators the amount due to them on their said judgement or that he and the other defendants hereinafter named would have applied for that purpose any property, money debts or other equitable interests or things in actions belonging to the said George McChapman or which he was in any way interested or belonging to the said Copartnership of McNulty and Chapman or in which they are in any way interested as in Equity and good conscience they ought to have done.

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But now so it is may it please your honor that the said George McChapman, Marvin McNulty, Eunice Chapman, Julia Ann Chapman, Daniel French Volney Gunn, William Benjamin Senior and William C H Maddell combining and confederating together and with divers other persons to your orators unknown but whose names when discovered your orators pray may be herein inserted with proper and apt words to charge them as parties hereto and contriving how to injure and defraud your orators in the premises wholly

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neglect and refuse to pay the amount so due to your
orators in their said judgement or to apply for that
purpose any property money, debts, or other Equit-
able interests or things in actions belonging to the
said defendant George Mc Chapman or to the said
Copartnership of McNulty and Chapman and
for reasons whereof the said defendants set up
a variety of unfounded pretences, and sometimes
the said Volney Gunn, Eunice Chapman and
Julia Ann Chapman allege and pretend that
the aforesaid bond and Mortgage of Charles
Mc Marvin were assigned to the said Volney
Gunn as collateral security for a note or
Notes held by the said Eunice Chapman and
Julia Ann Chapman of the said McNulty and
Chapman and due by them to the said Eunice
Chapman and Julia Ann Chapman which pre-
tences and allegations your orators charge to
be false and untrue and that if any such notes

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were held by the said Eunice Chapman and Julia
Ann Chapman that the same were notes given to
them by the said George Mc Chapman at the time
the said firm of McNulty and Chapman was in-
solvent without any good and valuable consideration
being received therefore by the said George Mc Chapman
or the said McNulty and Chapman, and your or-
ators further charge that such notes are among
the debts so decreed as aforesaid by the said
District Court to be false and fictitious, and
sometimes the persons aforesaid, pretend that
the aforesaid bond and Mortgage of Morgan
S Faulkner, William S Taylor and William
H Lacy were assigned to the said Volney Gunn

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as collateral security for certain other note or
Notes held by the said Eunice Chapman
and Julia Ann Chapman of the said McNulty

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and Chapman and due by them to the said Eunice Chapman and Julia Ann Chapman which allegations and pretences your orators charge to be false and untrue and that if any such notes or Notes were held by the said Eunice Chapman and Julia Ann Chapman, that the same were notes given to them by the said George M Chapman at the time the said firm of McNulty and Chapman was insolvent without any good and valuable consideration being received therefor by the said George M Chapman or the said McNulty and Chapman, and your orators further charge that such notes are likewise among the debts so decreed as aforesaid by the said District Court to be false and fictitious, and sometimes the persons aforesaid pretend that the aforesaid judgements, promissory notes bond and Stock so as aforesaid, assigned transferred and delivered to the said Eunice Chapman by the said George M Chapman were so

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assigned and delivered to her as collateral security for certain debts due to the said Volney Gunn, the said Eunice Chapman and the said Julia Ann Chapman or some of them by the said firm of McNulty and Chapman and George M Chapman and Company which allegations and pretences your orators charge to be false and untrue and that no such debts were due to the said Volney Gunn, Eunice Chapman, Julia Ann Chapman, or either of them and that if any such debts were due by the said firms to the said persons the said George M Chapman had no power and authority under the above said deed of dissolution of partnership to make any such disposition of the aforesaid partnership effects, and sometimes the said persons

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or some of them alledge and pretend that the property so as aforesaid purchased under the foreclosure of the said Mortgage of John S Goran in the name of the said Eunice Chapman was conveyed to her as collateral security for the aforesaid pretended debts due to the said Volney Gunn, Eunice Chapman and Julia Ann Chapman or some of them which allegations and pretences your orators charge to be false and untrue and that the said George M Chapman had no power to make such disposition of the said property if any such were made, and sometimes the said Eunice Chapman alledges and pretends that she purchased the aforesaid large tract of land in Virginia from the said George M Chapman for a good and valuable consideration and without notice of the claims of other persons, creditors of the said Copartnership of M^r Nulty and Chapman which your orators charge to be wholly false and untrue and that the said Eunice Chapman paid nothing whatever to the said George M Chapman or to any other person for the same, and sometimes the said Julia Ann Chapman alledges and pretends that she purchased the aforesaid farm in Elba from the said George M Chapman for a good and valuable consideration, and without notice of the claims of other persons creditors of the said Co-partnership of M^r Nulty and Chapman which your orators charge to be wholly false and untrue, and that the said Julia Ann Chapman paid nothing whatever to the said George M Chapman or to any other person for the same.

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And sometimes the said Volney

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Sunn alledges and pretends that after the said conveyance of the aforesaid tract of Twenty Thousand Acres in Virginia to him the said George M Chapman sold to the said Volney Sunn all the right title and interest of the said M Mully and Chapman of, in, and to the same which Your orators charge to be wholly false and untrue, and that the said Volney Sunn paid nothing whatever to the said George M Chapman or to any other person for the same.

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And at other times the said George M Chapman alledges and pretends that he has received a Certificate and discharge of all his debts from the District Court of the United States for the Southern district of New York aforesaid which were due and owing by him at the time of filing his petitions as aforesaid which allegations Your orators admit to be true but they charge that such discharge and certificate were obtained by fraud and collusion on the part of the said George M Chapman, and the said opposing Creditors as it appears that a stipulation is on file in the office of the Clerk of the said District Court signed by the attorney of the said Bankrupt and the attorney of the said opposing Creditors by which it was stipulated and agreed that the said order of the twenty third of November in the Year 1843 might be vacated and the objections of the said opposing Creditors withdrawn which stipulation Your orators charge was obtained from the said opposing Creditors under an arrangement by which the said opposing Creditors were to be paid the

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whole, or the principal part of the claims, and Your
orators further charge that such discharge
and Certificate are null and void and
because the said George Mc Chapman has
been, was, and is getting guilty of fraud
and wilful concealment of his property, and
that the property and assets so as aforesaid
conveyed, transferred and assigned to the
said Eunice Chapman, Julia Ann Chapman
and Volney Dunwo by the said George Mc
Chapman were held by the persons aforesaid
in trust for the benefit of the said George Mc
Chapman and that the said George Mc Chapman
was in some way beneficially interested in such
property and assets, and has had the sole
management thereof, and has received the
proceeds thereof to his own use, all of which
interests of the said George Mc Chapman existed
at the time the said George Mc Chapman
commenced his Bankrupt proceedings as
aforesaid, and were concealed by the said
George Mc Chapman for the purpose and with
the intent of defrauding his creditors, and
that the said George Mc Chapman has con-
tinued to carry on a large Manufacturing
and trading Establishment in the City of
New York with funds derived from the aforesaid
property and assets of the said Mc
Nully and Chapman for the sole profit
advantage and benefit of the said George
Mc Chapman under the assumed name of
E Chapman and C Chapman and
Company, but in reality managed and
controlled and conducted by the said George
Mc Chapman, without the interference of

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any other persons whatever, and also Your Orators further charge, that the said George M^c Chapman was further guilty of falsely and fraudently admitting false and fictitious debts due to the said Eunice Chapman and Julia Ann Chapman against his Estate under the aforesaid Bankrupt proceedings.

All which doings actings neglects and pretences are contrary to Equity and good conscience and tend to the manifest wrong and injury of Your Orators in the premises.

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In tender consideration whereof and for as much as Your Orators are remediless in the premises at and by the direct and strict rules of the common law and cannot have adequate relief save in a Court of Equity where matters of this and similar nature are properly cognizable and relievable,

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To the end therefore that the said defendants and their confederates when discovered may upon their several and respective Corporal oaths true full direct and perfect answer and discovery make to all and singular the premises herein before stated and charged as fully and particularly as if the same were herein again repeated and they thereto distinctly interrogated, paragraph by paragraph, Sentence by Sentence, Clause by Clause and Especially that they may fully set forth and discover to the best of their and of each of their knowledge remembrance, information and belief, a full

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true and particular account of the nature and situation amount and value of all and singular the property interest and effects of the said defendant George Mc Chapman of the said firm of McNulty and Chapmans and George Mc Chapmans and company or which heretofore at any time belonging to the said copartnership of McNulty and Chapman and of every part and parcel thereof which have been conveyed transferred or assigned to the said defendants or either of them as here inbefore stated and charged and which have been possessed by and come to the hands of the said defendants or either of them or to the hands of any other persons or persons by their or either of their order or for their or either of their use including all things in actions of whatever nature or kind, with all the particulars relating thereto including the nature quantities, qualities and time and utmost values thereof and of every part and parcel thereof respectively and also all sales, transfers and dispositions of the said property and assets made by the said defendants or either of them, and the names and residences of each and every person or persons from whom with whom and to whom personally the said defendants or either of them had any dealings for or in respect to any portions of the aforesaid property assets and things in actions with the exact dates and the full considerations therefor, and how and in what manner the same was given paid or received, and whether any or what part thereof now remains unapplied and undisposed of, and in the possession or under the control of the said defendants or either of them, or of any other person or persons by their or either of their order

or for their or either of their use and that the said
George McChapman may answer and state whether
- or at the time of filing this your orators bill of
Complaint the said George McChapman, had
not debts due to him to a considerable amount
and if so that he may state particularly the
amount of such debts respectively, and from
whom the same are due, and what securities
are held therefor, and also that the said George
McChapman may state which and what amount
of such debts are good and collectable, and
what amount bad or doubtful, and whether at the
time of filing this your orators bill of complaint
the said George McChapman has not some prop-
- erty real and personal in law or in Equity be-
longing to him or held in trust for him, or which
he has some beneficial interest of some kind
or description and if so he may state and set
forth a full, true and particular account
thereof and the nature and value of his interest
therein, and that he may also state whether he
has not money of some kind in his possession or
under his control, or deposited to his credit, or
for his use in some way or other held for his
benefit, and if so that he may state, and set
forth particularly the amount and value thereof
and how and by whom the same is held, and
that he may also state whether he has any other
equitable interests or things in action or other
means belonging to him, or in which he is in
any way interested whereby he could pay any
part of the amount so as aforesaid due to your
orators upon their said judgement against
him the said George McChapman and Marvin
McAulley, and that the said defendants Eunice

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may set forth particularly the amount Nature
and description of each and every of their
alleged claims against the said firms of
Mr Nulty and Chapman and George McChap-
man and Company, and what are the evidences
of such claims, and when the same were re-
ceived by them or either of them, and the full
and actual consideration therefor, and the
particular date and particular manner in which
such consideration arose and whether any part
of such claims have been paid if so, when, how
much to whom and by whom personally and in
what manner was the same paid, and that the
defendants hereinafter named may set forth
a list or schedule and description of every
deed book account, letter, paper or writing
relating to the matters aforesaid, or any of them
or wherein or whereupon there is any note memo-
randum or writing relating in any manner
thereto, which now are or ever were in their or
either of their possession or power, and may
particularly describe which thereof now are in
their or either and which of their possession or
power and may deposit the same in the hands
of the Clerk of this Court, residing in the first
Circuit for the usual purposes, and otherwise
that the said defendants may account for such
as are not in their possession or power, and
that the said defendants, Eunice Chapman
Julia Ann Chapman William Benjamin Junior
Volney Gunn George McChapman and David
Shenck may be decreed to account for all the
aforesaid property and assets, so as aforesaid
formerly belonging to the Estate and Copartnership

8 of McNulty and Chapman and so as aforesaid
conveyed assigned or transferred to them or either
of them and to pay over all the proceeds of the
Sales or collections made by them or either of
them, and to convey assign transfer and deliver
all of such property or assets as are now in their
possession or under the control of either of them
to the receiver hereinafter prayed for, and that
all the aforesaid property and assets so as
aforesaid once belonging to the said Copart
nership of McNulty and Chapman may
by a decree of this Court be applied to the
payment of the amount due to Your orators for
principal and interest on their said judgement
together with Your orators costs and charges
in this behalf sustained, or if the same shall
be denied, that the same may be by decree of
this Court applied to the Equal benefit of
Your orators and all the other bona fide cred-
itors of the said firms of McNulty and Chapman
and George Mc Chapman and Company
9 who shall come in and contribute to the
Expenses of this suit and that should the
amount so as aforesaid prayed to be decreed
be insufficient to pay the whole of Your orators
claim that the said defendant George Mc
Chapman may be decreed to pay to Your orators
the deficiency of the amount so as aforesaid due
to them for principal and interest on their
said judgement, together with Your orators costs
and charges in this behalf sustained and
may be decreed to apply for that purpose.
10 Any money or property real or personal in
law or Equity debts causes in action or
Equitable interest, belonging to him, or held

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in trust for him or in which he is in any way or manner beneficially interested, and that the said defendants Eunice Chapman Julia Ann Chapman, George Mc Chapman Volney Gunn and Daniel French may be enjoined and restrained from selling assigning transferring delivering negotiating discharging receiving collecting encumbering or in any way or manner disposing of any property debts demands, bills, bonds, notes drafts checks book accounts mortgages judgements or other debts or property formerly belonging to the copartnership of McNulty and Chapman and which have been conveyed, assigned transferred or delivered to the said Eunice Chapman Julia Ann Chapman, George Mc Chapman Volney Gunn and Daniel French or either of them by any person or persons whatever, whether the same are in the possession of the said Eunice Chapman Julia Ann Chapman George Mc Chapman Volney Gunn and Daniel French or either of them, or held by some other person in trust for them, or either of them or to their or either of their use or benefit. And that the said George Mc Chapman may be enjoined and restrained from selling assigning transferring delivering negotiating discharging receiving collecting incumbering or in any way or manner disposing of or intermeddling with any debts or demand due to him, or any bills, Bonds, Notes, Drafts Checks Book accounts mortgages judgements or other debts due to him, whether in his possession or held by some other persons in trust

for him or for his use or benefit and also from
assigning transferring or in any manner
encumbering or disposing of any money in
Coin, bank bills, drafts or checks belonging
to him, whether in his possession or held by
any other persons for his use or benefit or any stock
or interest in any private or incorporated company
or any property real or personal things in action
or Chattels real held by him or by any other person
for him, or in which he has any interest whatever
14 Except where such trust has been created by or the
funds so held in trust has proceeded from some
persons other than the said George M^c Chapman, and
that the said George M^c Chapman may also be en-
joined in like manner from making any assignment
of his property and from confessing any judgment
for the purpose of giving a preference to any other
creditor over your orators and from doing any other
act or thing to enable other creditors to obtain the
property of the said George M^c Chapman, and that
a receiver or trustee may be appointed according
to the course or practice of this Court and with
15 the usual powers of receivers of all the property
equitable interests things in action and effects of
the said Copartnership, between the said McNulty
and Chapman, and of the said George M^c Chap-
man, and that your orators may have such fur-
ther or such other relief in the premises as the na-
-ture of the case shall require and as may be
agreeable to Equity and good conscience.

May it please your honor to grant unto your
orators the peoples most gracious writ of Injun-
tions issuing out of and under the Seal of this
Honorable Court to be directed to the said George
16 M^c Chapman Eunice Chapman Julia Ann Chapman

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Volney Gunn and Daniel French and every of them and to their and each of their Attorneys Solicitors Councillors trustees Agents and Servants therein and thereby commanding and strictly enjoining and restraining them and each of them in manner above prayed for.

And also the peoples most gracious writ of Subpoena to be directed to the said George W^o Chapman, Eunice Chapman, Julia Ann Chapman Volney Gunn Daniel French William O^r Maddell Marvin W^o Nulty and William Benjamin Junior therein and thereby commanding them and each of them on a certain day under a certain penalty therein to be expressed to be and appear in this honorable Court before the vice Chancellor of the first Circuit to answer this your orators bill of Complaint and to stand to, abide by and perform such order and decree in the premises as may to this honorable Court seem just and as may be agreeable to Equity and Conscience and your orators will ever pray &c

W^o C. Pickersgill

J^r T. Doyle

Solicitor

Francis Griffin
of Council

State of New York
City & County of New York } on this twenty fifth day
of November 1844 before me came William C
Pickersgill one of the above complainants and
being by me duly sworn made and oath that he
has heard read the above annexed bill of

complaint subscribed by him, and that he knows
the contents thereof and that the same is true
of his own knowledge except as to the matters
which are therein stated to be on his inform-
ations and belief and as to those matters that
he believes it to be true

Joseph Strong
Commissioner of Deeds

Schedule No 1

Art 1

Assignees sale to close to trust. The subscriber
will sell at Public Auction at the Auction Store
of Halliday & Jenkins No 13 Broad Street on
the 4th day of November next at 12 O'clock A.M.
All the right title and interest which George
Mc Chapman or the late firm of Mc Nulty &
Chapman had on the 24th day of March 1840
in and to the following property viz:

Art 2

Lot No 1 Saml Sawyers Note and 2^d Mortgage
one land in Lowell for \$500 - Jos S Moors Note
for \$200 John Wilsons bond and Mortgage one
land in Virginia for \$1000. James Henslies Note
in judgement for \$1097.93 a claim against
Saggett Worster and Grace for \$447.72 two
contracts made between Mc Nulty & Chapman
and Samuel Welles dated Oct 19th and Nov 2^d
1839 together with all the claims which said
Mc Nulty and Chapman may have on the estate
of said Welles or on Welles & Co certain shipment
of Palm Leaf Hats to Mons Haulest of Antwerp
subject to advances made thereon, all claims
which Mc Nulty & Chapman may have on the Gov-
ernment of the United States for our charges for
duties subject to the costs which have been made

Art 3

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in a suit brought for their recovery, their interests in certain assets amounting nominally to \$3520.40 placed in the hands of Charles Welby Jan'y 16th 1840 as security for certain debts; Charles R. Mearns bond and Mortgage on lots in 8th Ward Brooklyn for \$5000; Faulkner Sacy & Taylors bond and Mortgage on lots in Buffalo for about \$9000 subject to an assignment made to Volney Gunn as collateral security for about \$5732 with interest; Their interests in certain securities and lands assigned and conveyed to Eunice Chapman in 1840 as security for certain debts due her and Volney Gunn for about \$6500. The particulars of the securities given at the time of Sale.

Fol 5

Lot No 2 358 Shares of \$100 Each of the Stock of the Blue Hill Granite Company Maine. 50 Shares of \$100 Each of the Stock of the Monmouth Purchase Company New Jersey 50 Shares of \$100 each of the Pittsburgh Sand Company - 27 Shares of \$100 Each of the St Joseph Land Company. The obligations of the Monmouth Purchase Company for \$2500 -

Fol 6

Lot No 3 Sundry accounts against William McNulty of Georgetown S.C. for Cash advances amounting to \$69277.72 an account against Albert McNulty of New York for Cash advances for \$6000.00 an account against Aaron Marvin late of Mobile for Cash advances about \$15000; An account against Azor S Marvin of New York for \$1501.54

Lot No 4 - 46 Book accounts against Sundry persons who are supposed to have taken the Benefit of the Bankrupt Law amounting to \$45,241.00.

Vol 7

Lot No 5, 30 Notes and judgements against
Sundry persons who are supposed to have taken
the benefit of the Bankrupt Law, amounting
to \$44,750.00. Particulars of lots 4 and 5 will
be given at the time of Sale.

For further information enquire of the Subscriber
No 42 Hammond Street, any portion of the
above property will be put up separate if
desired

Daniel French
Assignee of Geo M Chapman

(filed Nov 25. 1844)
State of New York
City and County of New York ss: at Richard B
Connolly clerk of said City & County and
clerk of the Supreme Court of said State for
said County, Do Certify that I have compared
the preceding with the original of a bill of com-
plaint on file in my Office, and that the
same is a correct transcript therefrom, and
of the whole of such original. In testimony
whereof I have hereunto subscribed my name &
affixed my official Seal this day of March
A.D. 1857

Richd B Connelley
Clerk

Seal

In Chancery

Before the Vice Chancellor

The separate answer of George
M Chapman one of the
defendants to the Bill of Complaint
of George Wilder John Pickers-
gill and William C. Pickersgill
Complainants filed against
him impleaded with Daniel
French Eunice Chapman Volney
Gunn William Benjamin junior
William C. H. Maddell and
Marvin Mc Nulty

This defendant now and at all times hereaf-
ter saving and reserving unto himself all benefit
and advantage of exception which can or
may be had or taken to the many errors un-
certainties and other imperfections in the said
Complainants Bill of Complaint contain-
ed for answer thereunto, or unto so much or
such parts thereof as this defendant is advised
is or are material or necessary for him to make
answer unto and this defendant answering ad-
mits that the said complainants and Thomas
Searle composed the firm of George Wilder
& Co and that this defendant and the
said Marvin Mc Nulty were on the first
day of June A. D. 1837 doing business in the
City of New York under the name and firm
of Mc Nulty and Chapman and in London
England under the name and firm of
George M Chapman & Co as stated in said
Bill and that this defendant and the said

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Marvin Mc Nulty were previously to that time indebted to the said firm of George Wilder & Co in a large sum on certain promissary notes as in said bill stated but this defendant says that at or about that time the said promissary notes were passed and transferred by said George Wilder & Co to the Governor Directors and Company of the Bank of England and that the same remained the property of the said Bank up to and after the time of the recovery of the judgment hereinafter mentioned and that said judgment was recovered in the name of said George Wilder & Co in trust for and for the benefit of the said Bank and belonged at the time of its recovery in fact to said Bank and has ever since belonged to and yet belongs as this defendant verily believes to the said Bank and this defendant insists that the said Bank is the party in interest and should have been complainants herein and not the surviving partners of said George Wilder & Co

5 This defendant further says that said George Wilder & Co became insolvent previous to or about June the first one Thousand Eight Hundred and Thirty Seven and this defendant was informed by Mr Corwill the agent for said Bank that they were liable to said Bank for more than one million of Pounds sterling and that the said promissary notes had been passed to said Bank to secure said liabilities and subsequently Mr Wilder of that firm admitted to this defendant that this was so. and this

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defendant claims all rights of objection on account of the premises as if he had specially pleaded all and every of the same.

6 And this defendant further answering admits that the said complainants and Thomas Searle did at the time for that purpose mentioned in the said ^{bill} recover a judgment on the aforesaid promissory notes in the Superior Court of the City of New York against this defendant and Marvin McNulty for Thirty Two Thousand Two Hundred and Sixty Two Dollars and Fifty Four Cents damages and costs and that said judgment was docketed and a transcript thereof filed with the Clerk of the City & County of New York as is alleged in said bill and that an execution was issued and returned unsatisfied as stated in said Bill and this defendant admits that the said Thomas Searle departed this life at the time stated in said Bill

And this defendant further answering admits that there has nothing been paid upon the said judgment to the said Complainant or to the said Bank of England or to any person in their behalf and that the whole with the interest thereon yet remains unpaid.

But this defendant says that on the second day of April one Thousand Eight Hundred and forty two he was and ever since has been a resident of the City of Brooklyn in the Southern District of New York and that before and on the said second day of April One Thousand Eight Hundred and forty two this defendant so residing in the Southern District of New York as aforesaid owed debts which had not been created in

consequence of a defalcation as a public officer
or as executor administrator guardian or
trustee or while acting in any other fiduciary
capacity and on the said second day of April
One Thousand Eight Hundred and forty-two this
defendant did by petition setting forth to the
best of his knowledge and belief a list of his
creditors (the complainants included) their
respective places of residence and the amount
due to each together with an accurate inven-
tory of his property rights and credits of
every name kind and description and the
location and situation of each and every
parcel and portion thereof. verified by his
oath applied to the District Court of the
United States for the Southern District of
New York for the benefit of the act of Congress
entitled "An act to establish a Uniform System
of Bankruptcy throughout the United States"
passed August the nineteenth One Thousand
Eight Hundred and forty one and in and by
the said petition declared himself to be unable
to meet his debts and engagements.

And this defendant further says that upon
his said petition notice thereof was duly
published in one or more public newspapers
printed in the said Southern District of New
York and designated by the said District Court
at least twenty days before the hearing thereof
was by the said District Court ordered to
be had on the second day of June One
Thousand Eight Hundred and forty-two
and that such proceedings were thereupon
had. that on the third day of November One

(169) Thousand Eight Hundred and forty-two. This defendant was by the said District Court duly declared and decreed a Bankrupt within the purview of the Act of Congress aforesaid.

And this defendant further says that after the said decree to wit on the second day of November One Thousand Eight Hundred & forty-two he duly filed his petition for a full discharge from all his debts to be decreed and allowed by the said District Court and a Certificate thereof granted him by ~~the said District~~ ^{such} District Court accordingly and that thereupon seventy days notice was given in the Morning Courier and New York Enquirer a public newspaper designated by the said Court to all Creditors who had proved their debts and other persons in interest to appear at a particular time and place at a day more than ninety days from the said decree of Bankruptcy to wit on the Ninth day of March One Thousand Eight Hundred and forty-three at the City Hall of the City of New York at Eleven o'clock in the forenoon ~~at~~ to show cause why such Discharge and Certificate should not be granted.

13 And this defendant further says that such notice to appear and show cause was also duly served upon the said Complainants and upon all the creditors of the said defendant either personally or by letter addressed to them severally at their respective ~~known~~ usual places of residence in the manner prescribed by the said District Court and to the said Court seeming proper having regard to the distance at which the creditors resided from the said Court

14 And this defendant further says that afterward
to wit on the Ninth day of March One Thousand
Eight Hundred and ~~forty~~ ^{thirty} three this defendant had
bona fide surrendered and did bona fide surren-
der all his property and rights of property with the
exception in the said act of Congress mentioned
and had fully complied with and obeyed and did
fully comply with and obey all the orders and
directions which were from time to time passed by
the proper Court and had otherwise conformed
and did otherwise conform to all the other requi-
sites of the said act of Congress and that a majority
in number and value of his creditors who had proved
their debts had not and did not file their written
15 dissent to his discharge and that such proceed-
ings were had that a full discharge from all
his debts proveable under the said act and owing
by him at the time of the presentation of his
petition to ^{be} declared a Bankrupt, was decreed
and allowed to him by the said District Court
and that afterwards to wit on the twentieth day
of June One Thousand Eight Hundred and ~~forty~~
-three upon the petition of this defendant there-
fore a Certificate of the said discharge under the
seal of the said District Court was duly grant-
ed to him by the said Court as by the said Record
16 and proceedings thereof still remaining in the
said District Court at the City Hall of the City
of New York aforesaid and by the said Certificate
more fully and at large appears

And this defendant further says that the
judgment mentioned in the complainant's
said bill was a debt proveable under the
said act of Congress and was owing by this

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17 (171) defendant at this time of the presentation of his said petition to be decreed a Bankrupt as aforesaid and that by reason of said Certificate and Discharge he is fully discharged from the said judgment and he avers therefore that there is not now due to the said complainant or any other person upon said judgment from this defendant any sum whatever but that he is wholly discharged from the same and he claims the same benefit of the said act of Congress and of the said Certificate and Discharge had thereunder as if he had specially pleaded the same in this cause.

18 And this defendant further answering says that on the Sixteenth day of January One Thousand Eight Hundred and forty this deponent and said Mc Nulty did by a deed duly executed dissolve their Copartnership and by mutual agreement all the assets of the said firm of Mc Nulty & Chapman and George M. Chapman & Co were conveyed and assigned to this defendant who then and there undertook and assumed the settlement adjustment and liquidation of all the affairs of the said Copartnership and to pay and satisfy and discharge all the debts and liabilities of the said firm of Mc Nulty & Chapman & George M. Chapman & Co so far forth as the said assets and property would go. Which deed of dissolution ^{so} far as the same is set forth in the Complainant's said bill is set out truly. a copy of which deed is hereto annexed to which this defendant refers marked Schedule D

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And this defendant further answering says that it is true that on the day of the execution of said deed of dissolution this defendant became seized and possessed of all the estate real and personal of the said Copartnership of Mc Nulty and Chapman and Geo M Chapman & Co except the property especially reserved to the said defendant. McNulty by said deed of dissolution and also except One thousand five hundred dollars of the assets of said firms paid to said McNulty at the time of execution of said deed and the sixteen thousand acres of Virginia lands hereinafter mentioned conveyed to Mr Richards in trust for him.

21

But this defendant insists that he did not become seized and possessed of said estate by virtue of said deed subject to any trust as charged in said bill. But he insists that by virtue of said deed he became absolutely seized and possessed of said estate free from any trust whatever but he admits that he did covenant with said McNulty in said deed to apply the said estate to the payment of all the debts of said two firms and that it would have been a breach of his covenant in that behalf not to have done so and he insists and avers that he has done so.

And this defendant denies that at the date of the execution of said deed this defendant and said Marvin McNulty were in possession of a large amount of assets of an amount nominally as then estimated by this defendant and said McNulty of

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upwards of One Hundred and fifty thousand dollars over and above all the liabilities of this defendants said two firms but this defendant admits that he and said McNulty did then estimate the amount of said assets nominally at One Hundred and fifty thousand dollars over and above all the debt of their said ^{two} firms not embracing in said debt however the liabilities of said two firms for endorsement for the accomodation of their friends, and upon bonds accompanying Mortgages upon real estate, estate conveyed away by this defendants and said McNulty subject to the same. Which liabilities are never embraced by a Merchant as debts in making up a balance sheet of the state of ^{his} affairs but which liabilities against this defendants said two firms at the execution of said deed were very large and many of which have since been put in judgment against this defendant and said McNulty by reason of the person who in the first instance was to have paid the same having failed to do so, nor did they embrace in their estimate of said debt the damages that were claimed by sundry creditors for breach of the contracts previously entered into with them and which owing to the assignment to the defendant French hereinafter mentioned this defendant was unable to fulfil and which claims were very large and amounted to more than Forty thousand dollars.

And this defendant further answering says that it is true that on the ^{seventh} day of October One Thousand Eight Hundred and Thirty-nine this defendant and said McNulty being the owners of the Bond and Mortgage of Charles B. Marvin for five thousand dollars in said bill mentioned

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and of the value as this defendant believed of about one half its face at that time but which as this defendant is informed and believes turned out nearly worthless being a second Mortgage assigned the same on that day to Volney Gunn then of Brooklyn but now of London to secure debts due to Eunice Chapman the mother of this defendant and Julia Ann Chapman her daughter by this defendant's said firm of McNulty & Chapman but this defendant denies that said debts were pretended or fictitious and avers that they were bona fide and in full consideration as hereinafter stated and denies that the same were created to enable this defendant to convey assign and dispose of his or the said partnership property or any part thereof so as to hinder delay defeat or defraud the creditors of the aforesaid copartnership.

26

And this defendant further says that said debts were for One Thousand Nine Hundred and Sixty five dollars cash lent by the said Eunice to this defendant said firm on the twenty third of August One Thousand Eight Hundred and thirty eight and for Seven Hundred and thirty nine dollars and Ninety Seven cents cash lent by the said Julia Ann to said firm on the eighth of January One Thousand Eight Hundred and thirty nine.

27

And this defendant further admits and says that it is true that he and the said McNulty on the day of August One Thousand Eight Hundred and thirty nine, they being then the owners of the Bond and Mortgage for the sum of about ten thousand dollars of Morgan L Falkner and others to C. B. Avery in said bill mentioned then considered worth more than six thousand dollars but was in fact

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(175) only worth about three thousand dollars, did on that day assign the same to the said Volney Gunn to secure a debt due to the said Eunice Chapman and not to the said Eunice Chapman and Julia Ann Chapman by this defendants said firm of McNulty and Chapman but this defendant denies that said debt was pretended or fictitious or created to enable this defendant to convey assign and dispose of his or the property of the said Copartnership or any part thereof so as to hinder delay defeat or defraud the creditors of the aforesaid partnership.

29 And this defendant further says that said debt was for Two Thousand Eight Hundred and Seventy Six dollars and Ninety nine cents Cash lent by the said Eunice Chapman to this defendants said firm of McNulty and Chapman on the Seventh of March One Thousand Eight Hundred and thirty eight and for one thousand dollars Cash lent by her to them on the fourth day of January One Thousand Eight Hundred and thirty nine.

30 And this defendant further says that at the time of said assignment the said Mortgage was being foreclosed and a Sale under said foreclosure took place a short time thereafter when as the property was supposed to be worth much more than the amount of the said debt for which said mortgage was assigned to said Gunn ^{as} security and that it might sell for less than its value this defendants said firm directed the solicitor who foreclosed said mortgage to buy in the said property in the name of the said Eunice Chapman to be held by her as security for all the indebtedness of this defendants said firm to her including said debt which said Mortgage was assigned to said Gunn to secure, and

that with her assent it was accordingly so bought in in her name for the sum of Three Thousand and eighteen dollars and she duly received the masters deed for the same and she yet holds the same subject to the trust on which she so bought it in.

And this defendant further answering says that it is true he did assign to his mother the said Eunice Chapman the judgment against Lerely and Saxton for Seven Hundred and sixty four dollars and seventy nine cents the judgment against Moses P Walker for Six Hundred and fifty nine dollars and thirty cents, the judgment against W. G. Deaming for Seven Hundred and forty six dollars and thirteen cents the judgment against

Wheelan of the firm of Trappe and Wheelan for five hundred and eighty five dollars and thirty three cents the judgment against Marvin Stewart and Topping for four thousand nine hundred and forty one dollars and ninety three cents. the promissary note of Morris Bram & Keith for two thousand eight hundred and twenty five dollars and eighty one cents the promissary note of Allen Pratt for two thousand four hundred and seventy five dollars and sixty nine cents

the promissary note of Pop Strong & Company for Five Hundred and fifty dollars. the promissary note of John W Taylor for two hundred and eighty four dollars and twenty five cents the promissary note of Justice D. Miller for fifteen hundred dollars the bond of George W Beal for five thousand four hundred dollars secured by a mortgage and stock in the Rockwell Land Company mentioned in said bill that the said assets belonged to his said firm of Mc Nulty & Chapman at the time of their dissolution and passed to this

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34 defendant by virtue of said deed of dissolution, and that they were of some value. But says that each of them was considered at the time a very doubtful security except the note of said Miller and they were all in the aggregate in fact worth less than three thousand five hundred dollars, and he denies that the same were assigned to her with a view to defeat and defraud the creditors of his said firm or without a fair and valuable consideration, and he avers that the said assets were assigned to her bona fide to secure, first the payment of five promissory notes held and owned by her made by this defendant's said firm amounting together to five
35 thousand and five hundred and sixty dollars to the order of this defendant's said firm and endorsed by them given by this defendant's said firm to said Gunn in payment of their indebtedness to him of that amount for one thousand and ninety two dollars and thirty nine cents cash lent on twenty ninth of June One Thousand Eight Hundred and thirty nine, and the balance of four thousand four hundred and sixty seven dollars and sixty one ~~cents~~ for arrears of salary found due him on Settlement January the first One Thousand Eight Hundred and forty as
36 Clerk of said firm between October the first One Thousand Eight Hundred and thirty five and January first One Thousand Eight Hundred and forty and after payment of said five notes to secure the payment of the general indebtedness of this defendant's said firm to her.

And this defendant further answering admits that previous to said dissolution this defendant's said firm owned a bond and mortgage made by John S. Doran upon property in the State of Ohio as stated in said bill and that they caused

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the said mortgage to be foreclosed and the premises covered by it to be purchased in the name of the said Eunice Chapman in trust for this defendants said firm but this defendant says that the same was so purchased in with the consent and request of said Eunice Chapman and upon the understanding bona fide between the defendants said firm and said Eunice ~~Chapman~~ that she should hold the said premises in her name as security until all the indebtedness of this defendants said firm to said Eunice was fully paid off and satisfied and he says that she still so holds the said property and without any other consideration than the indebtedness of this defendants said firm to her as aforesaid

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and this defendant says that the same consists of five hundred acres of Marshy lands in Union County Ohio, unimproved, that its value is less than seven hundred dollars

And this defendant further answering says that it is true that at the time of the said dissolution this defendants said firm owned a large tract of land situated in the state of Virginia in the Counties of Cabell Kanawha and Logan known as Smith's survey and that this defendant frequently represented the same to be of some value to his creditors previous to the receipt of the letter from

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Judge Hunt hereinafter referred to, but he denies that he ever represented it to be of great value, after he had acquired a true knowledge of its character. though ^{he} admits that he did before, and he also says that at the time of its conveyance to this defendants said firm, the tract embraced by the deed contained Three Hundred and ~~forty~~ ^{forty} thousand acres and not about Three Hundred and

(179) 40 eighty nine thousand acres as in the ^{said} bill stated and says that previous to said dissolution his said firm had conveyed away a large portion of said tract as hereinafter stated, and he admits that he did on the twentieth day of January One Thousand Eight Hundred and forty after said dissolution convey all the residue of said tract not previously conveyed to others to the said Eunice Chapman but he denies that he so conveyed the same with a view of hindering delaying defeating or defrauding the creditors of his said firm and he avers that the said conveyance was bona fide upon full and value consideration as hereinafter stated.

41 And this defendant further answering says that it is true that at the time of said dissolution his firm owned the farm in the town of Elba mentioned in said Bill being new land slightly improved and swampy with a log house thereon and that this defendant did after the said dissolution to wit on or about the twentieth of January One Thousand Eight Hundred and forty convey the same to the said Julia Ann Chapman but he denies that he so conveyed the same with a view of hindering delaying defeating or defrauding the creditors of his said firm and he avers that the same was so conveyed upon a good and valuable consideration as hereinafter mentioned.

42 And this defendant further answering admits that some time in the year One Thousand Eight Hundred and thirty nine and as defendant believes in the month of September in that year this defendant's said firm did cause a tract of land of twenty thousand acres situated in Esch County Virginia to be purchased in the name of said Volney Gunn and that the purchase

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money was furnished by this defendant's said firm but this defendant avers that said lands were in truth of very little value being in fact all embraced within the area of Smith's survey, and an older and better title and being the residue of the tract previously patented by the State of Virginia to Joseph & Mary Carrington and James Canaghan as mentioned in the letter of the Hon^{ble} W Hunt hereinafter set forth and being in fact of the same description of land as that described in said letter.

44

And this defendant further says that said tract was so bought in the name of Mr Gunn for the very small sum of ten dollars and this defendant says that at the time of said purchase his said firm was largely indebted to said Gunn and that said Gunn on the settlement of his accounts in January One Thousand Eight Hundred and forty as hereinafter mentioned insisted on holding on to said purchase for his own benefit at the sum for which it was purchased and it was finally arranged to allow him to hold it on his own account for one hundred dollars. Which sum he allowed for the same in the settlement of his accounts and which was all that it was worth and for which which sum an equal amount of similar lands could have been bought at that time.

45

And this defendant further answering says that it is true that at the time of the dissolution of his said firm his said firm owned other assets than those above mentioned and that the same were of some value and were then considered by this defendant in the aggregate of great value but he avers that from the great depression in commerce and the general insolvency throughout the country which