

Filed Jan. 5, 1869  
Wm. Linnay, clerk

Vol. 10<sup>th</sup>

Pages 1608 to 1774

Pat's Ex. No. 10  
March 5/80

(Seal) To All Whom These Presents Shall Come  
Greeting:— Know ye that we have inspected  
the records and files of the District Court  
of the United States for the Southern District  
of New York do find certain paper writings  
there remaining of record in the words and  
figures following, to wit:— The District Court  
of the United States for the Southern District  
of New York Thomas F. Richards of the firm  
of White and Richards residing in Brooklyn  
in the County of Kings, Clerk by petition  
represents and states to the Court that he  
is owing debts which have not been created  
in consequence of a defalcation as a  
Public officer or as executor administrator  
Guardian or Trustee or while acting in any  
other fiduciary character and that he  
owes debts and is under engagements which  
he is unable to meet and that he accordingly  
applies to the Court for the Benefit of the  
act entitled An Act to establish a uniform  
system of Bankruptcy throughout the  
United States passed August 19<sup>th</sup> 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

within the places of their respective residences and occupations and the amount due to each and the consideration or cause of the indebtedness. And the Petitioner further states to the Court that the Schedule annexed marked. B. contains according to the best of his knowledge information and belief an accurate inventory of his property rights and Credits of every name kind and description and the location and situation of each and every parcel and portion thereof

Thomas. F. Richards -

The above described Thomas F. Richards 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  
New York July 28<sup>th</sup> 1842

William W Campbell

Commissioner

I Charles. J. 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 - Thos. F. Richards.

Dated this 28<sup>th</sup> day of July 1842

Chas. D. Betts

Clerk

Let the publication of Notice be made as  
required by the rules of Court for      days  
Dated this      day of      1841

District Judge

### Schedule A referred to in the annexed Petition

List of Bills payable and Debts due to the  
following named Banks by the Firm of White  
& Richards (consisting of your Petitioner and  
Joseph T. White) for money loaned by them to  
the said Firm at the respective periods of  
their date viz<sup>t</sup>:

	\$	¢
Aug <sup>t</sup> 8 <sup>th</sup> 1841 Note to Union Bank New York @ 90 D <sup>o</sup> due Nov <sup>r</sup> 9. 1841	1,000	
for which are held by the Bank as collateral security the following viz <sup>t</sup> :		
Mr. Nulty Chapman's note dated February 14 <sup>th</sup> 1840 @ 3/m <sup>o</sup> :	185	"
do do do dated Mar 9 <sup>th</sup> 40 at 3m	230	"
both in favor of and endorsed by White and Richards, also White & Richards note in favor of and endorsed by Mr. Nulty Chapman dated March 3 <sup>rd</sup> 1840 @ 3 months.	520	"

April 17. 1840 Note to Thames Bank Norwich Cnt. at 30 D <sup>s</sup> endorsed by Mr. Nulty & Chapman due May 20. 1840 upon which has been paid the sum of 30 Dollars	1250	"
May 15 <sup>th</sup> 1840 Note to Thames Bank Norwich Count <sup>t</sup> at 60 D <sup>s</sup> endorsed by J. V. L. Brewster due July 16 <sup>th</sup> 1840	105	"
Note to Thames Bank Norwich Cnt <sup>t</sup> endorsed by Mr. Nulty and Chapman due April 28 <sup>th</sup> 1840	260	"
Note to Thames Bank Norwich Cnt <sup>t</sup> endorsed by Mr. Nulty and Chapman due May 25 <sup>th</sup> 1840	120	"
Febry 23 <sup>rd</sup> 1840 Note to Merchants Bank Norwich Cnt <sup>t</sup> @ 60 D <sup>s</sup> endorsed by Mr. Nulty & Chapman due April 28. 1840 upon which has been paid the sum of thirty Dollars	270	"
Mar 31. 1840 Note to Tolland County Bank Count. @ 60 D <sup>s</sup> endorsed by Ferdinand L. Wisley due June 2 <sup>nd</sup> 1840	260	"
April 16. 1840 Note to Tolland County Bank Count. @ 60 D <sup>s</sup> endorsed by Ferdinand L. Wisley due June 18. 1840	200	"
For the last two mentioned notes the Tolland County Bank holds as collateral White & Richards note endorsed by J. V. L. Brewster dated Febry 4 <sup>th</sup> 1839 @ 4 months for	1192	45.
March 27. 1840 Note to Seventh Ward Bank New York at 30 days endorsed by Isaac Phillips due April 29 <sup>th</sup> 1840 for which the Seventh Ward Bank holds as collateral security a note of John C. Lewis, Jamesville, Alab <sup>a</sup> endorsed by White & Richards dated Oct 7. 1839 @ 6 months	500	"
	561	40

To Atlantic Bank Brooklyn Ld. Note of Mr. Multy & Chapman lent by them to White & Richards and endorsed by said White & Richards dated \_\_\_\_\_ at 45

The following described Bill payable due by White & Richards consisting of your Petitioner and Joseph T. White is for premium of Insurance viz Decr 19. 1839 - Note to Atlantic Insurance Company at 7 months due July 22<sup>nd</sup> 1840 150

from which should be deducted amount of return premium on open Policy due April 29<sup>th</sup> 1840 \$ 58. 96

List of Bills payable and Book Debts due to the following named persons by your Petitioner and Joseph T. White transacting Business under the Firm of White & Richards for goods purchased of the said persons viz:

Nathaniel Bishop Danbury Conn. Note dated Oct. 12. 1838 at 10 months due Augt. 15. 1839	182	93
upon which has been paid the sum of	45	00
	104	93
Note dated May 1 <sup>st</sup> 1840 at 15 months	67	88
do do 18 do	67	84
	\$ 243	68.

24 Draw

24

Abram Weeks, New York. Note dated April 16 1840 at 60 days

Due Bill dated Dec 24. 1839 on demand after date

upon which has been paid

Book Debt taken from Ledger

200 "

450 "

330 "

120 "

444 24

794 24

Bouchland & Theland New York - Note dated Mch 23. 1840. 60 days endorsed by Ferdinand L. Wiley

500 "

Levi Bush Junr Whateley Mass<sup>ts</sup> - Note dated May 20. 1839 at 8 months

130 43

Robert Pardon New York. Note dated May 4<sup>th</sup> 1841 @ 60 days

204 95

ditto at 90 days

204 94

415 89

Isaac Phillips New York, Note dated May 1<sup>st</sup> 1840 at 15 months

136 58

ditto at 18 months

136 54

273 15

George Read Ho Deep River Conn<sup>t</sup>.

Note dated May 1<sup>st</sup> 1840 at 15 months

323 62

do 18 "

323 61

647 23

Merlot Shefer New York

Note dated July 30. 1839 at 6 months

244 50

John E. Mr Murray, New-York.

Note dated August 3. 1839, at 6 months

Book Debt taken from Ledger

414	60		
6	80	421	40

Baldwin Burnham Ho., New-York.

Note dated August 6. 1839 at 7 months

212 82

Boynton A. Woodford Boston Mass<sup>ts</sup>

Note dated August 9. 1839 at 6 months

354 54

J. Sherrard Jr, New York

Note dated August 9. 1839 at 6 months

108 84

R. D Bardwell, Troy, New York

Note dated Aug<sup>t</sup> 19. 1839 at 6 months

do Sept<sup>r</sup> 10 " 8 "

139	75		
452	27	592	"

Waynes & Bush Northboro' Mass<sup>ts</sup>

Note dated May 1<sup>st</sup> 1840 at 15 months

do 18 "

46	35		
46	34	92	69

Ward Gill & Roberts New York

Note dated October 2<sup>d</sup> 1839 at 60 days

Book Debt taken from Ledger

276	30		
87	00	363	30

Agur Judson Stratford Conn.

Note dated Mch 5. 1840 at 60 days

154 60

Acceptance of his Draft on White & Richards  
dated Sept: 9. 1839 @ 6 months in favor of  
William H. Gary Ho New York

180 "

Book Debt taken from Ledger

56 88

391 48

Elkanah Hall, New Haven Conn.

Note dated Sept: 13. 1839 @ 8 months

288 00

Daniel Williams Bristol Racine Co Wisconsin

Note dated Sept: 19. 1839 @ 4 months

141 80

do 8 "

128 25

270 05

Amnon Williams, Stratford Conn.

Note dated Sept 19. 1839 @ 6 months

132 66

A. S. Ropire Ho, New York

Note dated Sept: 20. 1839 at 6 months

254 83

Neustadt & Barnett, New York

Note dated Sept: 20. 1839 at 6 months

186 04

L. S. Hall, New York

Note dated May 1<sup>st</sup> 1840 @ 15 months

14 59

do 18 "

14 58

35 14

Agur Judson Stratford Conn.

Note dated Mch 5. 1840 at 60 days

154 60

Acceptance of his Draft on White & Richards  
dated Sept: 9. 1839 @ 6 months in favor of  
William H. Cary Ho New York

180 "

Book Debt taken from Ledger

56 88

391 48

Elkanah Hall, New Haven Conn.

Note dated Sept: 13. 1839 @ 8 months

288 00

Daniel Williams Bristol Racine Co Wisconsin

Note dated Sept: 19. 1839 @ 4 months

141 80

do 8 "

128 25

270 05

Amnon Williams, Stratford Conn.

Note dated Sept 19. 1839 @ 6 months

132 66

A. S. Ropire Ho, New York

Note dated Sept: 20. 1839 at 6 months

254 83

Neustadt & Barnett, New York

Note dated Sept: 20. 1839 at 6 months

186 04

L. S. Hall, New York

Note dated May 1<sup>st</sup> 1840 @ 15 months

14 59

do 18 "

14 58

35 14

Henry North, New Britain, Conn't			
Note dated May 1. 1840 at 15 months	134	20	
do " 18 "	134	20	268 40

S. N. Helie, New York			
Note dated May 1 <sup>st</sup> 1840 at 15 months	36	03	
do " 18 "	36	03	72 06

H. Henea Ho Berlin Conn't			
Note dated Jan 20. 1840 @ 90 days	145	"	
do April 3 <sup>rd</sup> " " 4 months	250	"	
	425	"	
upon which has been paid the sum of	141	56	253 44

Daniel Berrin Ho New York			
Note dated January 8. 1840 at 60 days			264

George James Wilton Conn't			
Note dated Mch 4. 1840 @ 60 days			236
upon which has been paid	3.	92	

Addison Willmarth Ho New York			
Note dated Aug <sup>t</sup> 18. 1839 at 7 months	476.	76	
do Sept <sup>r</sup> 7 " " 4 "	449.	29	
do " 17 " " 3 "	449.	28	1375 33

For the above three Notes Addison Willmouth  
 He hold as collateral and (it is understood)  
 have collected the following described Bills  
 receivable of White and Richards viz:

James Brager He Benton Ala: due Mar 3. 1840	99	49
Green Underwood Pleasant Hill Ala: " 26. "	667	43
L. Simpson He Vernon Ala " 29 "	161	29

Masters Markae He New York Note dated Nov 23. 1839 at 5 months endorsed by Mr Multy and Chapman	461	34	311	34
upon which has been paid the sum of	150	"		
Note dated March 16. 1840 at 40 days endorsed by Mr Multy & Chapman	250	"	561	34

For the above Masters Markae He hold as  
 collateral security the following described  
 Bills recoverable by White & Richards viz

Collins & Thurston St Louis Mo due Apr 8. 1840	1355	84
Corrners & Berkeley Newark Ohio " Mar 14 "	289	21

Contan & Pillivuyt, New York,  
 Book Debt taken from Ledger for money loaned  
 to retire (in part) a note paid them

Contan & Pillivuyt, New York Note dated Jan 13. 1840 at 90 days	700	.	268	16
forward	700	"		

4017  
 1617

	forward	700		
Note dated Apl 10. 1839 at 10 months		939	23	
		1639	23	
from which deduct amount of merchandise given them Feb: 24. 1840 understood to be in compromise of the above two notes which notes however were not given up and no evidence of such compromise reserved		940.	45	698 48

L. C. Carter of New York  
 Note dated Febry 12. 1840 on demand  
 left for merchandise sold them Apl 2<sup>d</sup> 1840  
 \$ 300. For the above L. C. Carter of hold  
 as collateral security the following described  
 Bills Receivable of White & Richards (some of  
 which are understood to be collected) viz

Hent & Brinckerhoff Rochford Ills due May 4. 1840	91	80
Dyer & Derby Jackson Mich. Dec: 6. 1839	170	"
W. Johnson of Selma Ala: " Mch 7. 1840	216	90
Hauelin & Shelley Concord " 21 "	147	22
W. H. Snow of New York July 19 "	70	"
W. H. Snow of endorsed by A. Denison Hartford Conn: due October 19. 1840	155	55
J. J. Foster's acceptance Tuscaloosa Ala: due Mar 4. 1841	270	15
Oliver B. Hermiman, New York, due July 6. 1840	337	58
Do Do " Oct: 5 "	149	22
Joseph B. Gonder, Sparta Geo: " Sept: 11 "	82	43

7078  
1618

Samuel J. Ray Ho Macon Geo: due Sept 16. 1840	109	34
Hogan Lyon, Tuscaloosa Al. " " 20. "	94	04
Burke & Ratcliffe Selina Al " Nov: 1 "	120	02
also the guarantee of Marvin McNulty for	1500	"
William Calnie New York. Balance unpaid on Due Bill	343	12
Brosby Hoyt Ho New York Book Debt taken from Ledger al:	150	"
Graunus White Ho do do do	4	"
John Wilson " " "	6	"
Gary Brown Ho " " "	11	25
Butler Hlay " " "	73	15
Demming & Knapp Mobile Ala " "	14	"
S. W. Hollinshead New York " "	35	62
Leary Ho do " "	64	47
Samuel Saction " " "	26	"
Allen Porter, Hartford Conn. " "	53	63
Levi Cook Ho New York " "	1	15
Huntington Strong Ho " " "	1	20
Elias Starr " " "	5	33
James Weatherpoon " " "	82	04
A. S. W. Holman Mass <sup>t</sup> " "	12	31
Holberton Holill New York " "	39	29
Louis W. Stevens " " "	32	"
Grosheim Schreier " " "	10	25
D. S. & J. Brown " " "	71	11
J. P. Williston Northampton M <sup>t</sup> " "	133	91
Oliver B. White New York, Book taken from		

Ledger for money borrowed of him . . . . .	839	13
James Latowrette (Dec'd) New York, Balance of Ledger &c	24	59
S. W. Anderson do Balance of Rent due to him on Lease of Store No 2 Cedar Street about . . . . .	250	"
John Shute (Dec'd) New York, Balance of rent due to him on Lease of Store No 135 Pearl Street. . . . .	100	"
Phelps Dodge H <sup>c</sup> New York, Balance of rent due to him on Lease of Store No 135 Pearl Street. . . . .	300	"
D. M. Henriques New York for money loaned of him, balance	16	12
List of Bills payable due to Oliver B. White of the City of New York for White and Richards (consisting of your Petitioner and Joseph T White). Notes endorsed by him to the following persons and the same paid by the said Oliver B. White viz;		
Note dated May 1. 1840 at 12 mos to Robert Pardon	138	63
do do W. Bishop	90	50
" do Geo Reed H <sup>c</sup>	437	83
" do Isaac Phillipps	182	10
" do L. G. Wall	23	45
" do Haynes & Bush	61	49
" do Henry North	148	93
" do S. W. Helie	48	04

List of Liabilities of White & Richards  
(consisting of your Petitioner and Joseph T White)  
on their notes lent by them to McNulty &  
Chapman New York, which (it is understood)

are now held by and due to the following  
Banks and individuals, viz:

To J. D. Beers Pres<sup>d</sup> North American Trust  
& Banking Company New York, White & Richards'  
note due Nov 25. 1839 in judgment

983 69

Merchants & Mechanics Bank Troy New York  
White & Richards note due Jan<sup>y</sup> 2<sup>nd</sup> 1840 in  
judgment.

1119 45

Thomas H. Young Cashier United States Bank  
in New York, New York City White & Richards  
note due Mch 11. 1840 in judgment

450 "

Henry W. Root New York, White & Richards  
note due Apl 1. 1840 in judgment

1047 61

Fletcher Alexander Esq London England  
represented in New York by the Partner Edgar  
Corrie Jr Devis Buildings, White & Richards  
note due January 21. 1840

871	12
-----	----

do " March 20 "

1173	69
------	----

2044 81

J. D. Beers President &c also holds White  
and Richards note due February 26<sup>th</sup> 1840  
for 900 dollars given to renew the note of  
\$983<sup>69</sup> first named in the List (both notes  
being retained by the N. A. Trust and  
Banking Company

List of White and Richards' (consisting of  
your Petitioner and Joseph F. White) endorsements  
lent by them to Mr Gentry and Chapman

and Marvin Mc Nulty which (it is understood) are held by and due to as follows. viz, -

Charles A. Russell Ho New York City  
Mc Nulty and Chapman's note, endorsed  
by White and Richards due January 20.  
1840 in judgment.

373 64

Assignee William Bagley New York City  
Mc Nulty and Chapman's note endorsed by  
White and Richards due January 29. 1840  
~~in judgment~~ Mc Nulty and Chapman's  
acceptance of Avery and White's Draft  
guaranteed by White and Richards to the  
drawers, as also to the holder due Jan 26  
1840

109 36

903 68

Ulster Iron Company New York City,  
Mc Nulty and Chapman's Note endorsed by  
White and Richards due February 13. 1840  
in judgment

146 44

Bank of New York New York City  
Trask and Marvin's note to order of and  
endorsed by Mc Nulty and Chapman and  
endorsed by White and Richards due Feb  
24<sup>th</sup> 1840

420 "

Pheney Hickman Philadelphia Penn:  
Mc Nulty's note to order of and endorsed  
by Mc Nulty and Chapman and endorsed  
by White and Richards Due, Jan 30. 1840

in judgment,

James Mowatt New York City; Marvin Mc Nulty's Note to order of and endorsed by White and Richards, due March 29, 1839.

3204 29

2572 "

15

The payment of this last note was contested at Law, and Judgment obtained thereon against White and Richards for \$500 dollars and expenses of suit.

The following described Note of White and Richards (consisting of your Petitioner and Joseph T. White) was lent by them to and endorsed by James A Hoyt New York and is now held by the Merchants Exchange Bank New York City,

White and Richards Note dated July 1, 1842 at 90 days

100.

Compared

The following described liabilities and any others now unremembered under which your Petitioner may as yet remain as endorser (conjointly with Joseph T. White and Richards on White and Richards's Bills

2028  
1623

# R. St John Esq, Exchange Brokers New York City prior to May 1st 1840, viz: Bance and Robert Cherryville Esq etc  
dated Aug 1st 1838  
Bancroft & Brown Amsterrdam Mass Oct 27. 1838

Any liabilities (now unremembered) under which your Petitioner may remain as endorser (conjointly with Joseph & White) or White & Richards Bills receivable negotiated with by them and sold to J.

negotiated with  
Receivable ~~with~~ by them, and sold to J & L  
and J. S. Joseph and Co exchange Brokers New  
York City prior to May 1-1840

Any liabilities now unremembered under  
which your Petitioner may remain as  
endorser (conjointly with Joseph Y. White) on  
White and Richards Bills receivable negotiated  
with by them and sold to J. and L. Brewster  
Hatters New York City prior to May 1<sup>st</sup> 1840

Any liability under which your Petitioner  
may yet remain as endorser conjointly  
with Joseph Y. White on an unpaid note of  
E. A. Lyons Hatchey Missi<sup>p</sup> for \$490 <sup>20</sup>/<sub>100</sub> dated  
Aug 3<sup>d</sup> 1838 and payable at six months  
after date at the Planters Bank at Hatchey  
Missi<sup>p</sup> to the order of and endorsed by  
White and Richards which note was  
deposited by them for collection with  
the North American Trust and Banking  
Company New York City said White and  
Richards <sup>having</sup> ~~had~~ subsequently received from  
the said Company the amount of said note  
less the exchange and Commission for  
collecting charged by said <sup>Company</sup> exchange

Indebtedness of your Petitioner (conjointly

with Joseph F. White under the firm of White and Richards) to the following named Attorneys at Law for their professional services and advice Fees Commissions and for expenses of suits at Law and costs of Court in certain cases incurred upon sundry Bills Receivable and Book debts due to said firm of White and Richards which were entrusted by the said firm to the said Attornies for collection at sundry times but as accounts of the same have not been rendered the respective amounts of the same are unknown viz:-

- To J. S. Gull. Short Nornton - Ala
- " Spring & Goodrich Chicago Ills
- " J. B. Thrasher Port-Gibson Missi
- " Robert Cook Lexington Missi
- " Mr. A. Baldwin Montgomery Ala
- " Levi Cox <sup>Hooster</sup> ~~Forrester~~ Ohio
- " King and Noble Monroe Mich
- " S. B. Frierson Luidin Ala
- " Murphy and Jones Eri Ala
- " Pick and Clark <sup>Clark</sup> Tuscaloosa Ala
- " H. A. ~~Clark~~ <sup>Garrett</sup> Madisonville Missi
- " Y. L. and S. C. Andrews Clinton Iowa
- " Lyon and Glover Demopolis Ala
- " B. F. Potter Tuscaloosa Ala
- " J. Young. Scammon Chicago. Ills

An alleged claim against the firm of White and Richards (consisting of your Petitioner and Joseph Y. White) for money (amount about one thousand two hundred dollars) lent to them appearing on the Books of Mr Mully and Chapman New York but which is not acknowledged or admitted by your Petitioner

Individual debts of the Petitioner viz:-  
Note <sup>date of</sup> ~~at~~ July 20 - 1838 at 12 mos in favor of James A Hoyt New York held by James J. Hoyt Merchant New York consideration Balance of etc \$ 140.45

An accomodation note given to Joseph B. Curtis <sup>date</sup> Merchant Hampton Court without 6 mos \$ 250

A Bond to J. and L. Brewster Attorneys New York date not remembered for the consideration of six thousand and eight dollars assigned by them to Joseph Otis Norwich Court and now held by him

A Replevin Bond executed by Petitioner conjointly with Sidney B. Whitlock as sureties for George Brinkerhoff to Jacob Acker Sheriff of the City and County of New York date and amount

of Penalty not remembered and which is held by Underhill and Ferris New York City

Any claim which the late firms of Posters Hoyt and Richards and Hoyt and Richards may have against the Petitioner on final settlement of account

Any claim which the late firm of White and Richards or their assignees may have against the Petitioner on <sup>the</sup> final settlement of the accounts of that firm

Thomas F. Richards

The above described Thomas F. Richards this day appeared before me and in my presence subscribed the foregoing exhibits and by his oath duly administered by me to him verified the same

New York July 28 1842

Wm W. Campbell

Commissioner

Schedule B. referred to in the annexed Petition

List of Bills receivable and Book debts due to the Petitioner and Joseph Y. White

Transacting Business in the City of New York  
 under the firm of White and Richards on  
 the eighteenth day of May A.D. 1840  
 and which were assigned by the said  
 firm of White Richards to Charles F. Richards  
 Brooklyn Kings Co N.Y. by deed of assignment  
 bearing date 18 May. 1840

M. M. and Y. M. Boggs Jacksonville - Ala	
Note due Aug 19-1836	82.83
S. M. Dickens Roxboro N.C. Note due Sept 14. 1836	47.11
	<i>Indemnity</i>
Ataynie and Tobij <del>Lucinda</del> Ala. March 19-1837	38.35
Davis and Burgess Chicago Ill Nov 10-1836	93.84
Trunk and <del>Harriet</del> <sup>Filaret</sup> Wooster Ohio Jan 18 1837	46.85
Henry Links New York City Nov 4 1836	97.
Clark and Averil Michigan City Ind Feb 2 1837	109.44
J. M. Strong Linden - Ala Mar 18 "	84.22
F. Reavis and Co Gainesville Ala -19 "	77. <del>59</del> <sup>5</sup>
Carlton and Cleaves Madsionville Miss July 8 "	433.45
F. L. Johnson and Co Brandon " " Oct 13 "	265.82
Richardson and Boyd Mt. Hebron Ala Apr 24 "	32.12
M. S. Windsor and Co Medina N.Y. Mar 18 "	60.47
F. A. Spalding Lockport N.Y. " Mar 7 "	56.92
L. W. Young Senopolis Ala " Oct 10 "	102.72
W. H. Collins Ho Chermaineville Ohio Feb 4-1838	180.63
John L. Morris Platt Miss " " Mch-14 "	125.58
Yace and Baker Chat-abouchin Fla " 17 "	135.40
Farlow Gunn and Co Dexter N.Y. Apr. 19 "	99.83

L. B. Hancock, Natchez, Missi. note due Feb 1. 1838	2350	05
Reed Goddard, Natchez, Missi: " Aug. 28 <sup>th</sup> "	255	53
J. H. Caldwell, Derdeno Lansing Ala: " Dec 21 "	165	34
F. J. Snow, Clinton Mich: " " Nov 2 "	79	97
J. M. Knight, Rodney Missi: " Jan 30. 1839	309	
R. Willmann, Piqua Ohio note due " Feb 2 1839	115	47
R. H. Cheney, Adrian Mich: note due Feb. 4. 1839	182	13
upon which has been received	106	12
B. S. Bledsoe & Co. Natchez Missi note due Feb 5. 1839	344	25
J. W. Indicott, Princeton " " " " 7 "	148	72
Caro & Nolland, Chapel Hill N.C. " " " 18 "	31	18
A. McIntyre, Lexington Miss: " " May 25 "	574	16
Brakton & Fisher do " " " 24 "	365	25
Ferrell, Whitfield & Van Wykes Tuscaloosa Ala: " Sept. 14 "	130	72
P. O. & J. M. Beall, Fayetteville Geo: " " 15 "	16	41
John A. Bell, Cherokee Nation, Ariz: note due Apr. 16. 1840.	71	25
of which has been received	55	"
John Ridge, Cherokee Nation, Ariz: note due Apr. 20. 1840.	211	28
of which has been received	100.	55
W. W. Riskey & Co, Cleveland, Ohio, note due Sept 16. 1839	190	"
Do Do Do " " Jan 16. 1840	192	57
L. Rockwell & Co, Milwaukee W.P. note due Jan 30. 1840	215	56
of which has been received	100	"
G. R. Dakin & Co Milwaukee W.P. note due Jan 20. 1840	310	75
of which has been received	75	"
G. N. Hinney, Buffalo N.Y. his acceptance of George B. Brandalls Draft due January 21. 1840	556	09
of which has been received	25	"

Dyer & Derby, Jackson, Mich: note due Feb 6. 1840	141	60
C. S. Patton, Tuscaloosa, Ala., " Jan 17 "	145	60
F. H. Dolbean, Natchez, Missi: " " Feb 29 "	322	75
John Mc Kay, Irvington Ala. " Apr. 1. 1839	236	
Expenses of protest thereon	5	241 "
Dole & Howard, Buffalo. N.Y. Note due upon said Howard has been released	59	81
Matthew Duffee, Tuscaloosa, Ala: note due Apr. 19. 1838	146	03
of which has been received	88	58 03
Reed, Robinson & Vernon <sup>vs</sup> Note due Aug 22. 1831	207	07
Expenses of protest thereon	4 25	211 32
A. H. Charlescraft, Clinton, Miss note due Mar 27. 1837	256	50
Do do Do " a/c as per Ledger	42 83	299 33
Wiley. J. Dearing, Tuscaloosa, Ala, note due Oct. 16. 1838	225	47
Expenses of protest thereon	2 00	227 47
Harrison & Haywood, Greensboro, Ala: note due Mch 17. 1837	162	96
Expenses of protest thereon	3 75	124 42
Fisher & Johnson, Hayneville, Ala: note due Oct. 2. 1836	88	60
Expenses of protest thereon	3 95	92 53
Torry & Ellis, Livingston, Ala, note due Mch 9. 1837	154	48
Expenses of protest thereon	5 "	159 48
Phillips White & Co, Atheron, Ohio, note due Oct 5. 1837	200	
Do Do Do " a/c as per Ledger	11 96	211 96
Kyffe & Brown, Spring Hill, Miss: note due Sept 30. 1831	59	92
Expenses of protest thereon	4 25	64 17
J. S. Spencer Port Gibson, Miss: note due Jan 14. 1837	243	25
Expenses of protest thereon	4. 75	248 "

B. & F. Sherwood, Aberdeen, Miss: note due Sept 30. 1837	287	42		
of which has been received	100	"	187	42
Henry King of Brooklyn, L.I. Balance of a/c as per Ledger			161	73
Garrison & Bryan, Prairie Bluff, Ala: note due Sept. 24. 1838	129	84		
Expenses of protest thereon	2	"	131	84
A. H. Root Esq, Melleville, Geo.: note due July 14. 1839	302	69		
Expenses of protest thereon	5	25	307	94
D. H. Teyer & Bro: Clinton Miss: note due Apr. 26. 1837	314	19		
Expenses of protest thereon	3	75	320	94
Lozenzo Johnson, Lockport N. Y note due Apr 16. 1837	131	40		
Expenses of protest thereon	2	00	118	40
H. L. Walker. Brooklyn Miss: note due Sep 16. 1838	362	70		
of which has been received	20	"	342	70
Brown & Fitch, Lexington, Miss: note due Aug 7. 1837	419	09		
of which has been received	275	50	143	59
Fitts & Lucey, Demopolis, Ala: note due Oct 10. 1837	74	12		
Expenses of protest thereon	2	00	76	12
Daniels & Goettel, Adrian, Mich: note due July 21. 1838 endorsed by Edward Bissell and T. Bissell			995	12
A. S. Langdon Esq, Port Hudson, La note due Oct 29. 1837	563	86		
Expenses of protest therein	5	25	569	11
Brashear & Sanders, Avoyelles, La note due Oct 29. 1837	159	74		
Expenses of protest thereon	4	50	164	24
H. A. Fowlkes Esq, Gainesville, Ala: note due Aug. 30. 1839	209	85		
Expenses of protest thereon	2		211	85
Hayes & Haynes, Lexington Miss: note due June 15. 1839	304	05		
Expenses of Protest thereon	5	50	309	55

Henry. A. Ily Post Gibson Miss: Note due Aug 28. 1839	440	52		
Expenses of protest thereon	5	50	446	02
Letts & Wetherman Homer Mich: Note due Nov: 12. 1839	165	53		
Do, Do, Do Do, etc as per Ledger	9	63	175	16
J. Wetherman & Co Marshal Mich etc as per Ledger			167	07
Brown & McLutcheon Lexington Miss: " " "				
Note due June 4 <sup>th</sup> 1838			790	85
Edrington & Williams Lexington Miss: }				
Note due Feby 12 <sup>th</sup> 1837 . . . }	224	46		
Expenses of protest thereon	4	50	231	96
Ira Aldrich. Palmyra, Michigan }				
Note due February 24 <sup>th</sup> 1837 . . . }	51	63		
Expenses of protest thereon	3	25	54	88
Jackson & Hammon Inverton Ala: etc as per Ledger			108	80
J. B. Caldwell & Son Rochester N.Y. etc as per Ledger			248	76
Edward Heilbuth New York City etc as per Ledger			97	50
Wyckoff & Ferguson, <del>Alabama</del> <sup>Selina</sup> Ala: etc as per Ledger			86	09
Huntington & Co New York City etc as per Ledger			45	43
Whitman & Hubbard Montgomery Ala etc as per Ledger			54	52
McCoy Williams & Co Lexington Tenn etc as per Ledger			53	35
J. D. Palmer & Co Clinton Mich etc as per Ledger			51	20
Norwood, Macey & Hall, New York City etc as per Ledger			231	50
Estate of P. P. Henry Mobile Ala etc as per Ledger	620	40		
of which has been received	158	15	524	25
Battle & Dickenson Crawfordville Ga etc as per Ledger			31	"
Aiken & Gibb Columbus Miss etc as per Ledger			92	07

List of Bills Receivable due to the  
 Petitioner and Joseph T. White (transacting  
 business in the City of New York under  
 the Firm of White and Richards) on  
 the eighteenth day of May A.D. 1840 and  
 which were assigned by the said Firm  
 of White and Richards to Oliver B. White  
 of the City of New York by Deed of  
 Assignment bearing date the eighteenth  
 day of May 1840 viz:

D. H. Miller & Brother Natchez Miss			
Note due January 29 <sup>th</sup> 1839	240	15	
Expenses of protest thereon	4	45	244 90
A Mc Kenzie Irwinton Alabama			
Note due August 31 <sup>st</sup> 1839	339	88	
Expenses of protest thereon	5	45	343 63
Sheldon & Beales Shreveport La			
Note due March 11 <sup>th</sup> 1839	185	98	
Expenses of protest thereon	5	54	191 52
Hool & Woods Irvington Ala			
Note due September 12, 1839	245	50	
Expenses of protest thereon	5	45	251 25
Thomas W. Price, Dayton, Marengo Co Alabama			
Note due January 1 <sup>st</sup> 1840			258 84
Rice Brown and Co, Gallatin Missi			
Note due March 19 <sup>th</sup> 1840			293 06
Marr, Brown, Ho New Orleans La. Acceptance of P. P. Brown, Draft due March 4 <sup>th</sup> 1840			
			294 11

7033  
 1633

G. H. Lyons, Hatchiy, Miss.

Note due February 6<sup>th</sup> 1840.

694 07

of which said G. B. White has received

531 81

165 25

List of Bills receivable endorsed by White and Richards (consisting of your Petitioner and Joseph F. White which were given by them to Masters Markae & Co of the City of New York as collateral security for the payment of White and Richards two notes due to them hereinbefore mentioned, (in Schedule A) and one to be accounted for by the said Masters Markae & Co viz:-

Collins & Thurston St. Louis Mo

Note due April 8<sup>th</sup> 1839 . . . . .

1355 87

Convers & Berkey Newark Ohio

Note due March 17<sup>th</sup> 1840 . . . . .

289 21

List of Bills receivable endorsed by White and Richards (consisting of your Petitioner and Joseph F. White) which were given by them to Addison Willmarth & Co of the City of New York as collateral security for the payment of White and Richards three notes due to them hereinbefore mentioned (in Schedule A) and are to be accounted for by the said Addison Willmarth & Co viz:-

James Brayer and Co Benton Alabama,

4084  
1634

Note due March 13 <sup>th</sup> 1840	99	49
Green Underwood, Pleasant Hill, Ala.		
Note due March 26 <sup>th</sup> 1840	66 <sup>y</sup>	73
L. Simpson H <sup>c</sup> , Vernon, Ala.		
Note due March 29 <sup>th</sup> 1840	161	29

The following described note endorsed by White and Richards (consisting of your Petitioner and Joseph T. White) is held by the Seventh Ward Bank of the City of New York as collateral security of the payment of White and Richards note hereinbefore mentioned (in Schedule A) due to Isaac Phillips and held by said Bank and is to be accounted for by the latter viz

John C Lewis Gainesville Ala.

Note due April 10<sup>th</sup> 1840

561 41.

List of Bills receivable endorsed by White & Richards (consisting of your Petitioner and Joseph T. White) which were given by them prior to May 1<sup>st</sup> A.D. 1840 to L. C. Carter H<sup>c</sup> of the City of New York as collateral security for the payment of White & Richards note hereinbefore mentioned (in Schedule A) due to the said L. C. Carter H<sup>c</sup> and which are to be accounted for by them

Dyer & Derby Jackson Mich: note due Decr 6. 1839	170	"
Wm Johnson & Co Selma Ala " Moh 7. 1840	216	90
Hamlin & Shelley Concord Kenty " " 21 "	144	22
Leut & Brinckerhoff Rockford Ill " May 4 "	91	80
W. H. Snow Elmira N. Y. " July 19 "	70	"
A. Denlow (endorsed W. H. Snow Hartford Conn. " Octr 19 "	155	55
Oliver B. Hinman New York City " July 6 "	337	58
Do " Do " " Octr 5 "	149	22
J. B. Gonder Sparta Geo note due Sept 11 "	82	43
S. J. Ray & Co Macon Geo " " 16 "	109	34
Hogan & Lyon Tuscaloosa Ala " " 20 "	94	04
Burke & Ratchiffe Prairie Bluff " " Novr 4 "	120	02
J. C. Foster's acct Tuscaloosa " endorsed by A		
Battle and Torney Braly & Withers <del>due</del> Mar 4 1841	270	15
also Marvin Mc Millen's guarantee to L. C. Carter & Co for	1500	"

List of Bills receivable and Book Debts due to the Petitioner and Joseph J. White (transacting business under the Firm of White and Richards) on the 24<sup>th</sup> day of April A.D. 1840 as taken from their Books viz;

Leubertson & Roberts Lancaster Ohio		
note due January 23 <sup>rd</sup> 1840	286	12
Fleming Wood Natchez Miss etc as per Ledger transferred from J and L Brewster New York	110	"
Gilchrist & Bedford, Rayneville, Ala. etc as per Ledger	27	66
Nathan Onby, Newbury Port Mass etc as per ledger	17	46
Walter Webb & Co Meriden Conn etc as per ledger	12	96

F. L. Wisley, New York City, etc as per Ledger.	25	41
W. A. Looney Ho do etc as per Ledger.	15	45
L. B. Hanchett, Hatching Miss etc as per Ledger	11	89
W. F. A. Stith, Raleigh N. C. etc as per Ledger	16	34
R. W. Butler, Columbus, Ohio etc as per Ledger	26	33
Temple Hall, New York City, Note due Jan'y 4 <sup>th</sup> 1840	104	"
Estate of J. T. Richards, Norwich Count. etc as per Ledger	35	46
L. A. Hodge, New York City etc as per Ledger	7	63
Mrs. Mully Chapman do etc as per Ledger	440	41
Miriam McMully "	29	"
H. Kelley "	3	64
Mrs. Martin "	15	94
W. A. Merritt "	10	27
P. P. Johnson, Fayetteville, N. C. etc as per Ledger	14	"
Russel White, New York City etc as per Ledger	14	04
Wm. Johnson Ho, Selma, Ala etc as per Ledger	7	81
James Brayer Ho, Benton, Ala: etc as per Ledger	1	50
J. G. Baldwin etc as per Ledger	1	84
Morris Thomas, Charleston, S. C. etc as per Ledger	3	45
Hulbut & Torro etc as per Ledger	4	62
F. A. Hart, Middletown, Count. etc as per Ledger	"	63
James Nelson, Erie, Penn: etc as per Ledger	49	39
Hale Holt & Clark, N. York City, Balce due for Rent of Store No. 2 Cedar St. to May 1840	250	"

Inventary of the Petitioners Furniture, Wearing Apparel, & Other Effects. viz:—

One Bedstead, One Mattress, and Bedding  
 One Washstand and Furniture with Towelling  
 One Dressing Table, One Rocking Chair, Six Chairs  
 Two Carpets.

One Book shelf containing the following Books viz:  
Griffins sermons 2 vols. Christian Philosophy 1 vol  
St. Martyr 1 vol China 1 vol Stewarts South Seas 2  
Memoirs L. Haines 1 vol Gutzlaffs voyage 1 vol  
The Historians 1 vol Smith and Dwight 2 vol  
Lucien Bonaparte 1 vol Crayon Miscellany 3 vols  
Course of time 2 vol Coopers poems 1 vol Family  
Library 45 vol Lectures 1 vol Scott and Moore 1 vol  
Curier 1 vol Lalla Rookh 1 vol Burns 1 vol Hudibras  
1 vol French Dictionary 1 vol Poetry 1 vol Natural  
History of Enthusiasm 1 vol Corner Stone 1 vol  
Memoir of Sanford 1 vol Hannah Moore 2 vol  
Mrs. Winslow 1 vol Philothea 1 vol Letters to Mothers  
1 vol Sigourney Poem 1 vol The Hannahs 1 vol  
Young Christian 1 vol Burns 1 vol St. Morris  
Poems 1 vol Paradise Lost 2 vols Night Thoughts  
2 vols Poytons selections one vol Sacra privata  
2 vol Chapone's letters 1 vol & Bible's 2 Testaments  
also

2 small stoves & small secretaries - 1 work Table  
wearing apparel per self

1 over coat 1 cloth cloak & cloth Body coats  
& pr cloth pants 1 Cloth vest 1 silk vest & pr  
Flannel drawers & pr summer drawers &  
Flannel undershirts & summer shirts (old) &  
cotton shirts 6 pocket Hks 6 pr stockings & stocks

Wearing Apparel for Wife

6 dresses of silk and <sup>leggings</sup> ~~Cambric~~ 4 Flannel skirts  
1 silk skirt 5 Merino Skirt 3 muslin skirts 6 linen  
Chemises 6 Cotton chemises 4 pr winter drawers  
5 pr summer drawers 4 night Gowns and Cap  
4 shawls 2 Blanket shawls 4 worked Collars  
several plain Collars 6 White Hdkfs  
Wearing apparel for son 6 shirts 3 pr summer  
drawers 3 pr winter drawers 8 suits summer  
Clothes 2 suits winter Clothes 1 winter Great Coat  
4 silk Hdkfs 6 pair stockings

Also limited wardrobe for infant The above  
described Thomas F. Richards this day appeared  
before me and in my presence subscribed  
the foregoing Schedule  
and by his <sup>oath</sup> duly adminis- Thomas F. Richards  
tered by me to him verified  
the same

New York July 28-1842

William W. Campbell  
Commissioner

Endorsed No-1844 - 2 - D United States  
Dist Court for the Southern Dist of N.Y.  
In Bankruptcy

In the matter of Thomas F. Richards  
a Bankrupt

Petitioner and Schedules Geo Brinkerhoff  
Attorney No 67 Nassau Street New York

1639

filed July 28-1842 Ea-Amer Brooklyn Star  
one Creditor only in Brook Show cause  
Sept 3 Cut 20 days N.Y. 3 Times Brooklyn Star  
S. P. B.

All of which <sup>we</sup> 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 fifteenth day of  
August in the year of our Lord  
one Thousand eight hundred and fifty nine  
and of our independance the eighty fourth

Geo. Y. Betts - Clerk

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

Samuel R. Betts.

Paper

(13)

81 81  
"

U S District Court  
Southern Dist. of New York  
In Bankruptcy  
"

In the matter of  
Frederick G. Bull  
a Bankrupt  
"

Exemplification  
Petition & Schedule

Exemplification of Petition  
& Schedules in Bankruptcy  
of F. G. Bull

The President of the United States of America:

(Seal) To all to whom these presents shall come greeting Know ye that we having inspected the records and the 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; Schedule A referred to in the annexed petition To Jacob Loran Merchant residing in the City of New York the sum of \$ 6180. 51 - to wit the sum of \$ 2114 <sup>44</sup>/<sub>100</sub> in a judgment obtained by him against me in the Superior Court of the City of New York on the 27 day of October A D 1830: The sum of \$ 2392. 41 on a judgment obtained by him against me in the Superior Court of the City of New York - on the first day of November A D 1830 and the sum of \$ 1672. 13 on account <sup>for</sup> money lent and advanced by him to me.

To John Sampson and Samuel Tisdale Merchants (Hardware Dealers) residing to the best of my knowledge and belief in the City of New York the sum of \$ 264 <sup>76</sup>/<sub>100</sub> in a judgment obtained by them against

one in the Superior Court of the City  
of New York on the 14<sup>th</sup> day of May  
AD 1832

To Charles A Jackson Merchant  
(Provision dealer) residing in Brooklyn  
and doing business in the City of  
New York the sum of \$350.00 to the  
best of my knowledge and belief for  
money advanced by him to me for a  
part of which said sum my promissory  
note was given but what was the  
amount thereof when dated, payable  
I have no means of ascertaining and  
cannot set forth. The residue of said  
sum remains in account.

To L H Gale Merchant residing  
to the best of my knowledge and belief  
in New Orleans the sum of about \$300.  
on account for money lent and  
advanced by him to me.

To Chamberlin & French Merchants  
(Grocers) residing in the City of New  
York to the best of my knowledge and  
belief about the sum of \$550.00 on  
account for merchandise sold and  
delivered by them to me.

To S L & S J Joseph Brokers  
residing in the City of New York to the

best of my knowledge and belief the sum of \$150 or 200 on a draft drawn by me and protested for non payment, but when the same was dated or made payable, I have no means of ascertaining and cannot set forth.

To Isaac Packard Merchant late residing in the City of New York and now to the best of my knowledge and belief residing in the Island of Cuba the sum of \$ 2000 on a promissory note drawn by me but when the same was dated or made payable I have no means of ascertaining and cannot set forth.

To Joseph E. Bloomfield Merchant residing in the City of New York the sum of \$ 50 for money lent and advanced by him to me for which said sum a <sup>check</sup> ~~cheque~~ was given by me, but when the same was dated I have no means of ascertaining and cannot set forth.

To Rhodes Merchant residing in the City of New York the sum of \$ 25 on a promissory note

drawn by me but when the same was dated or made payable I have no means of ascertaining and cannot set forth

To John Mather Powder Manufacturer residing at Hartford in the State of Connecticut the sum of \$450 for money received by me from him or for his use for a part of which sum my acceptance was given but when the same was dated or made payable I have no means of ascertaining and cannot set forth. The residue of said sum remains in account

To J Fountain & Co Merchants residing in New Orleans in the State of Louisiana the sum of \$2544.30 on account for money received by me for their use.

To G F Martin Commission Merchant late of the City of New York, but where he now resides I know not and have no means of knowing the sum of \$1531.92 on account for money advanced by him to me

To Mark Spencer Distiller resid.

ing in the City of New York to the best of my knowledge and belief the sum of \$600 on a promissory note drawn by me payable to him or order but when the same was dated or made payable I have no means of ascertaining and cannot set forth.

To William ~~Faggard~~<sup>J</sup> Surveyor of the Port of New York the sum of \$700 in a promissory note payable to him or order but when the same was dated or made payable I have no means of ascertaining and cannot set forth

To G. L. Dennison Merchants (Grocers) residing in the City of New York the sum of \$550 on a promissory note drawn by me payable to them or order, but when the same was dated or made payable I have no means of ascertaining and cannot set forth.

To Lemuel Brewster late Hat dealer residing in the City of New York the sum of \$750 for money lent and advanced by him to me for a part of which sum the same was dated, or made

payable or what was the amount thereof I have no means of ascertaining and cannot set forth. The residue of said sum remains in account.

To Greenzback Merchant residing in the City of New York the sum of \$ 35 on account for merchandise sold and delivered by him to me.

To Miss Malcolm Lady residing at Sing Sing in the State of New York the sum of \$ 80 on account for the rent of a certain house leased by her to me

To the Estate of John Munson Merchant late of the City of New York deceased the sum of about \$ 250 to the best of my knowledge and belief on a judgment against me assigned to him by Robinson & Son, but when the same was obtained or in what Court I cannot ascertain, although searches have been made for judgments against me for the period of two years previous to the first day of January 1842 in the Supreme

Court of this State, in the Court  
of Common Pleas and in the  
superior Court of the City of New York.

To John Johnson Merchant residing  
in the City of New York the sum of  
\$ 100 on account for merchandise sold  
and delivered by <sup>him</sup> ~~them~~ to me.

To the Estate of Henry Thompson  
Merchant deceased late of Baltimore  
in Maryland the sum of between  
\$ 4000 - and \$ 5000 on account claimed  
by said Thompson during his life time  
to be owing from me to him for money  
advanced to me but which I to the  
best of my knowledge and belief have  
fully paid off and satisfied

To Heanod & Quarles Merchants  
formerly residing at New Orleans in  
the State of Louisiana, but where  
they now reside I am ignorant and  
have no means of ascertaining and  
cannot set forth the sum of \$ 250  
to the best of my knowledge and  
belief on account for money advanced  
by them to me

To Silveston & Whipple Merchants resid-  
ing in Boston in the State of Massach-  
ussetts to the best of my knowledge and  
belief about the sum of \$600 on account  
of money had and received by me for  
their use

To Samuel Sudd Manufacturer resid-  
ing in the City of New York the sum  
of \$50 on a promissory note made  
by me payable to him or order but  
when the same was dated or made  
payable I have no means of ascertain-  
ing and cannot set forth.

<sup>A</sup>  
To ~~the~~ & G Arnout Tailors residing  
in the City of New York the sum of  
\$150 on a promissory note, but when  
the same was dated or made payable  
I have no means of ascertaining and  
cannot set forth.

To J D Phillips Tailor residing in  
the City of New York the sum of  
\$25 on account for merchandise sold  
and delivered by him to me

To W G Bull Merchant residing in the

City of New York the sum of \$15 on a promissory note, but when the same was dated or made payable I have no means of ascertaining and cannot set forth

To Charles R. Sears Merchant now or late residing in Baltimore in Maryland the sum of about \$3000 on account for merchandize sold and delivered by him to me. To Mr. Howland now or late residing in Baltimore aforesaid the sum of about \$650 on account for merchandize sold and delivered by him to me. To Luff & Co Merchants residing in the City of New York about the sum of \$45 on account for merchandize sold and delivered by them to me. To William W. Irdle Merchant residing in the City of New York the sum of about \$225 on a promissory note drawn by me but when the same was dated or made payable I have no means of knowing and cannot set forth

The principal part of the foregoing debts occurred between five and ten years since. About four years since

my books of account were lost and although I have made diligent enquiry and search for them they cannot be found. And for this reason I cannot set out a full and perfect statement of all my debts and liabilities

~~Signed~~  
The above described } Frederick G. Bull  
Frederick G. Bull }  
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 }

Dated New York Feby 12<sup>th</sup>

1842

~~Signed~~

Ogden Edwards

Commissioner

### Schedule B

Referred to in the annexed petition

The property of the petitioner consists of the following particulars.

An account or Book Debt owing the petitioner from Daniel Stone Merchant

place residing in the City of New York,  
but where he now resides I know not,  
for money and merchandise advanced  
and delivered by me to him amounting  
to the sum of between four and five  
Thousand dollars to the best of my  
information and belief. but what is the  
exact amount of the same I have no  
means of ascertaining and cannot set  
forth. The said indebtedness accrued  
to the best of my recollection in the  
year AD 1827 or 1828.

21<sup>st</sup> A judgment recovered by me against  
Thomas Tufts Merchant, residing as I  
believe in the town of Leroy and State  
of New York amounting to the sum of  
Three hundred and fifty four dollars  
and ninety five cents, in the Superior  
Court of the City of New York on the  
~~first~~ day of January AD 1830

The wearing apparel of Petitioner, con-  
sisting of the following particulars

One overcoat one Dress Coat four ves-  
ts three pair pantaloons, six shirts two  
pair of boots five pair of stockings,  
six collars, one pair of Spectacles, and

trunks and three chairs,

It is possible that I have other claims against other individuals in addition to those set forth but owing to the loss of my books of accounts as mentioned in the foregoing list of my debts I am unable to state with certainty whether I have other debts due to me or not. If I have however they are against persons wholly insolvent and are utterly worthless

~~Signed~~

Frederick G. Bull

The above described  
Frederick G. Bull  
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  
New York February 12th

1842

~~Signed~~

Opden Edwards  
Commissioner

trunks and three chairs,

It is possible that I have other claims against other individuals in addition to those set forth but owing to the loss of my books of accounts as mentioned in the foregoing list of my debts I am unable to state with certainty whether I have other debts due to me or not. If I have however they are against persons wholly insolvent and are utterly worthless

~~signed~~

Frederick G. Bull

The above described  
Frederick G. Bull  
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  
New York February 12th

1842

~~signed~~  
Ogden Edwards  
Commissioner

To the district Court of the United  
States for the Southern District of  
New York

Frederick G. Bull residing  
ing at No 65 Blucker Street in the  
City of New York Clerk, by petition  
represents and states to the Court, that  
he is owing debts which have not been  
created in consequence of defaultation  
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 19 1841

And the petitioner further  
states to the Court the the schedule  
hereunto 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 residence and occupa-  
tion and the amount due to each

and the consideration or cause of the indebtedness.

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

Signed  
Frederick G Bull

Dated February the 12th  
1842 The above described  
Frederick G Bull 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

Signed

Ogden Edwards  
Commissioner

I Charles D Betts, clerk of the District Court do hereby certify that I have searched the Register of cases in Bankruptcy in this office and that no petition of Bankruptcy is pending in Court by or against Frederick G Bull

Dated this 12th day of Feby 1842

~~signed~~

Chas D Betts  
Clerk

(Endorsed) No 330, <sup>2<sup>d</sup></sup> United States District Court for the Southern District of New York The Petition of Frederick G. Bull in Bankruptcy No. 1.34. Petition by Bankrupt and Schedules

C. W. Stoughton Attorney 80 Wall St  
Filed February 12 1842

Order show cause March 19th Publ. 20  
day.

Exp Com

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

Witness the Honourable  
Samuel R Betts Judge of the

said Court, in the City of New York,  
in the Southern District of New York,  
this fifteenth day of August in the  
year of our Lord one thousand  
eight hundred and fifty nine and  
of our Independence the eighty fourth

Geo L Betts  
Clerk

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

*Samuel R Betts*

Samuel R Betts

Paper 1 - (14)

(P. 14)

Letters Testamentary

upon the goods & chattels

of the estate of  
Richard Gordon deceased

State of the County of New York }  
Surrogate's Office } S.S.

I Edw. C. West Surrogate of said County and acting as Clerk of the Surrogate's Court do hereby certify that I have compared the following foregoing copy of the letters Testamentary of the Estate of Richard Snyder deceased with the original record thereof now remaining in this office and have found the same to be a correct transcript therefrom and of the whole of such original record.

Seal, New York } In Testimony whereof I have  
Surrogate Court } Hereunto set my hand and  
affixed my seal of office this Thirteenth day  
of August in the year of Our Lord one thousand  
eight hundred and fifty nine and of Our  
Independence the Eighty fourth  
Edw. C. West  
Surrogate

State of County of New York }  
Surrogate's Court } S.S.

I Edw. C. West Surrogate of said County and Presiding Magistrate of the Surrogate's Court do hereby certify that the foregoing explanation of the letters Testamentary on the estate of Richard

<sup>Snydam</sup>  
Snydam deceased is authenticated in due form  
New York  
Surrogate Seal) In Testimony whereof I have  
hereunto set my hand and affixed  
the seal of the Surrogate's Court this Thirteenth  
day of August in the year of Our Lord one  
thousand eight hundred and fifty nine  
and of Our Independence the Eighty fourth  
Edw C West  
Surrogate

The People of the State of New York by the  
grace of God, free and independent,

To all, <sup>to</sup> whom these presents, <sup>shall come or</sup> may concern  
Send Greeting

Know ye, That at the County of New York on  
the Seventh day of August in the year of Our  
Lord one thousand Eight hundred and fifty  
five before Edward C West, Esquire, Surrogate  
of our said County the last Will and  
Testament of Richard Snydam deceased,  
was proved and is now approved and allowed  
by us; and the said Richard Snydam being  
at or immediately previous to his death an  
inhabitant of the County of New York by  
means whereof the proving and registering  
said Will and the granting administration

of all and singular the goods, chattels and  
credits of the said Testator and also the  
auditing, allowing and final discharging  
the account thereof, doth belong unto us the  
administration of all and singular the goods,  
<sup>chattels and</sup> credits of the said deceased and any way  
concerning his will, is granted unto Rachel  
C. Snyder of the City of New York Executrix  
in the said Will named she being first duly  
faithfully and honestly to discharge the  
duties of <sup>such</sup> Executrix

In Testimony whereof. We have  
caused the Seal of Office of Our said Surrogate  
to be hereunto annexed

Witness A. H. Bradford, <sup>Esq.</sup> Surrogate of our  
said County at the City of New York the  
Fifteenth day of August in the year of Our  
Lord one thousand Eight Hundred and  
fifty five and of Our Independence the  
Eighteenth

(A. H.) A. H. Bradford  
Surrogate

The People of the State of New York by the grace  
of God, free and independent  
To all to whom these presents <sup>shall come or</sup> may concern  
Send greeting

Know ye that at the County of New York on the  
seventh day of August in the year of Our Lord  
one thousand Eight Hundred and Sixty eight  
fifty five before A. H. Bradford Esquire  
Surrogate of Our said County the last will  
and Testament of Richard Sydam deceased  
was proved and is now approved and allowed  
by us; and the said Richard Sydam being  
at or immediately previous to his death an  
inhabitant of the County of New York  
by means whereof the proving and <sup>registering</sup> ~~registering~~ said  
will, and the granting administration of all  
and singular the goods and chattels and Credits  
of the said Testator and also the auditing  
allowing and final discharging the account  
thereof doth belong unto us, the administration of  
all and singular the goods chattels and credits  
of said deceased, and any way <sup>concerning</sup> ~~concerning~~ his  
will is granted unto One Forest Grant of  
the City of New York (in conjunction with Rachel  
E. Sydam who was heretofore qualified) one of  
the executors in the said Will named he  
being <sup>first</sup> duly sworn faithfully and honestly  
to discharge the duties of such Executor

In Testimony Whereof We have  
caused the seal of office of Our said Surrogate  
to be hereunto annexed

Witness A. H. Bradford Esq. Surrogate

of our said County, at the City of New York  
the Twenty fifth day of October in the year  
of Our Lord one thousand eight hundred  
and fifty five and of Our Independence  
the eighteenth

A J Bradford  
Surrogate

(L.S.)

The People of the State of New York by the  
grace of God free and Independent

To all to whom these presents shall come or  
may concern. And Greeting

Know ye that at the County of New York on  
the seventh day of August in the year of Our  
Lord one thousand eight hundred and fifty  
five before A J Bradford Esquire Surrogate  
of our said County the last will and <sup>Testament</sup> ~~Testament~~  
of Richard Snyder deceased, was proved and  
is now approved and allowed by us and the  
said Richard Snyder being at or immediately  
previous to his death an inhabitant of the  
County of New York by means whereof the  
proving and registering said Will and the  
granting administration of all and singular  
the goods chattels and credits of the said  
Testator and also the <sup>auditing</sup> ~~audit~~ allowing and

and final discharging the account thereof doth  
belong unto us the administration of all and  
singular the goods chattels and credits of the  
said deceased and any way concerning his  
will is granted unto Matthew P Read of the  
City of New York (in conjunction with Rachel  
C Snyder and Orr Forest Grant who have  
heretofore qualified one of the Executors in the  
said Will named ~~to be~~ first duly sworn  
faithfully and honestly to discharge the duties  
of <sup>such</sup> ~~said~~ Executor

In Testimony whereof we have caused  
the seal of Office of our said Surrogate  
to be hereunto annexed

Witness A D Bradford Esquire Surrogate  
of our said County at the city New York the  
first day of November in the year of Our Lord  
one thousand eight hundred and fifty five  
and of our Independence the Eightieth

A. D. Bradford

Surrogate

(L.S.)

(Endorsed on Back)

8151 Exemplified Copies

Letters Testamentary

upon the goods chattels and credits of  
Richard Snyder deceased

Filed May 25 1863. Phos B Carter CLK

Paper 1. (15)

(No 13<sup>th</sup>)

In Bankruptcy

Fredrick G Bull

to  
Louisa Compton

July 2 - 1864

Once in the Press

Whereas by an order of the District Court of the United States of America, for the Southern District of New York, sitting in Bankruptcy under and by virtue of an act entitled "An Act to establish a uniform system of — Bankruptcy throughout the United States passed on the nineteenth day of August in the year one thousand eight hundred and forty one, it was on the nineteenth day of — March in the year 1842 duly decreed and declared, in the words and figures following to wit:

In Bankruptcy.

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

Present Samuel R. Betts District Judge  
Frederick G. Bull of the City of New York  
Clerk Having on the twelfth day of February last first filed a petition duly verified, praying to be ~~declared~~ declared a Bankrupt and satisfactory proof being made of due publication of notice to all persons interested, to appear in Court, and show cause against said petition; and the Court being now moved

to grant the prayer of said petition and no  
cause being shown to the contrary, and the  
petition and proofs having been inspected  
and considered by the Court, and having  
been found in conformity with the require-  
ments of the act of Congress, it is thereupon on  
motion of Mr. C. G. Stoughton of Counsel for the  
petitioner Ordered and Decreed by the Court  
that the said Frederick G. Bull be and he is  
herby ~~declared and decreed~~ declared and  
decreed Bankrupt pursuant to the Act of  
Congress, entitled "An Act to establish a  
uniform system of Bankruptcy throughout  
the United States" passed August 19, 1841

And it is furthermore ordered by the Court:  
that the Clerk certify and deliver this decree  
to William C. H. Draddell the Official or  
General Assignee in Bankruptcy, appointed  
and designated under the Rules and Regulations  
of the Court.

I Charles W. Betts, Clerk of this Court  
do certify that the above orders and decrees  
were this day made by the Court, and duly  
entered in the docket of Bankrupt  
Proceedings.

Chas. W. Betts, Clerk of the District Court  
of the United States, for the Southern District  
of New York.  
And whereas I the said Jm Country  
Draddell, had before the day of the date  
of the Decree aforesaid been duly appointed

by the Circuit and District Courts of the United States for the Southern District of New York Official or General Assignee in Bankruptcy, and given a bond pursuant to the said Statute and the Rules of the said Courts respectively, as appears by Orders duly entered on the Minutes of the said Courts respectively in the following words and figures to wit:

At a stated Term of the Circuit Court of the United States of America for the Southern District of New York, in the Second Circuit, held at the City Hall, in the City of New York, on Tuesday the fourth day of January, in the year of Our Lord one thousand eight hundred and forty two

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

Ordered that William Coventry Haddell, be appointed the official or General Assignee as required by the Rules this day adopted, in Cases arising under the Act entitled an act to establish a uniform system of Bankruptcy throughout the United States" passed August 19, 1841. A Copy.

J. W. Putney

Clerk U.S.C.

At a Stated Term of the District Court of  
the United States of America for the  
Southern District of New York, held at  
the City Hall in the City of New York on  
Tuesday the fourth day of January, in the  
year of Our Lord one thousand eight hundred  
and forty two.

Present the Honorable Samuel B. Betts  
District Judge

Ordered that William Courtenay Haddell  
be appointed the official or General Assignee  
as required by the Rules this day adopted in  
Cases arising under the act entitled "An  
Act to establish a Uniform System of  
Bankruptcy throughout the United States"  
passed August 19, 1841. A Copy.

Chas. ~~B.~~ Betts Clerk (L.S.)

And Whereas

An Order was duly entered on the  
9<sup>th</sup> Sept 1859, in pursuance of which a  
conveyance was made by said Assignee to  
Isaac L. Hunt of an indebtedness of Henry King  
to ~~Pomeroy~~ <sup>Pomeroy</sup> and Bull - and whereas <sup>it appears</sup> that the  
same was assigned by said Hunt on 12 Nov  
1859 to Abraham G. Jennings and by said  
Jennings on 6 Jan'y 1860 to Louisa Compton  
And whereas an order was duly entered on  
the first day of July 1864 authorizing the

said Assignee to correct an error on the former conveyance <sup>thereof</sup> ~~thereby~~ and to issue a conveyance to the said Louisa Compton for the following described interest

Now <sup>then</sup> know all men by these presents that I William Coventry H. Gadde Assignee as aforesaid in consideration of the sum of Five Dollars lawful money of the United States of America to me in hand paid by Louisa Compton the receipt whereof I hereby acknowledge, do hereby grant unto the <sup>forever</sup> said Louisa Compton his heirs and assigns ~~forever~~ all the right, title, and interest which the said Bankruptcy had and which by virtue of the decrees and orders above recited and of the Act entitled "An Act to establish a uniform system of Bankruptcy throughout the United States as aforesaid, became vested in me and which I have a right to convey of in and to all

The Balance due on the 9<sup>th</sup> January 1838 from Henry King late of the City of Brooklyn in the state of New York <sup>deceased</sup> ~~deceased~~ to Daniel Pomeroy Jun<sup>r</sup> and Frederick G. Bull composing the firm of <sup>Pomeroy</sup> ~~Pomeroy~~ & Bull of the City of New York amounting to the sum of Eighteen Hundred Dollars

In Witness Whereof I have Recounted

set my hand and seal this second day  
of July in the year one thousand eight hundred  
and sixty four

Sealed and delivered in the presence of  
John Dan and date  
John A. M. Sisley  
Geo. Coventry H. Haddell  
Seal  
Official or General  
Assignee.

(Endorsed on Back)

Southern District of New York in Paul Crompton  
Frederick G. Bull by his Assignee to  
Louisa Compton I Need

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

On the second day  
of July One thousand eight hundred and  
sixty four Before me a Notary Public residing  
in the City of New York appeared William  
C. H. Haddell to me known to be the individual  
described in and who executed the within  
conveyance and acknowledged that he  
executed the same.

In witness my hand and seal of  
Office the day and year first above written  
John A. M. Sisley  
Notary Public residing in New  
York

Seal

7071  
1671

Paper

(16)

(16.)

Reports of Assignee  
and  
Order of Sale

in cases of

Richards 1

White 1

Pomeroy jr 2

Bull 2

2 Hayde 1 Not called for on  
1 Best of Evidence

In amplification certified  
March 26th 1867

The President of the United States of  
America.

To all to whom these presents shall come, greeting:  
Know ye, that we, having inspected the  
records and files <sup>of the District Court</sup> of the United States for  
the Southern district of New York, do find  
certain paper writing, there, remaining of  
record, in the words and figures  
following, to wit: —

In Bankruptcy

In the matter of }  
Thomas F. Richards } decree dated 5<sup>th</sup> Sept 1842  
a bankrupt }

The Official, or General Assignee, to  
whom the Estate of the said bankrupt  
was confided by decree aforesaid,

Respectfully Reports, that an application  
has been made to him to procure all  
the interest which the said Bankrupt  
had, and which became vested in  
the Assignee by the Decree aforesaid:  
of, in, and to, the following described  
premises, to wit:

Henry King & Co. Brooklyn  
Bal of acct \$161. <sup>43</sup>/<sub>100</sub>

for a nominal consideration, and the costs of the Assignee and his Counsel therein, and the title hereby sought being of no pecuniary value to this Estate; and the Assignee aforesaid, having carefully examined the subject-matter thereof, now moves the Court for an Order as follows, to wit:

Ordered, That the Official, or General Assignee, be authorized to sell and dispose of the property herein referred to, at Private Sale, pursuant to the rules and practice of this Court.

Wm Country N. Russell

Official or General Assignee

Dated, New York, 28<sup>th</sup> July 1859.

(Endorsed on back)

28.

Southern District of New York  
In Bankruptcy

In the matter of }  
Thomas F. Richards } No. 1547  
a Bankrupt }

Report of Assignee and Order of Sale.  
Let an order be entered pursuant  
to within Report.

Sept 9<sup>th</sup> 1859 J R Petts

Filed Sept 9<sup>th</sup> 1859  
F 214.

## In Bankruptcy

In the matter of }  
Joseph T White } Decree dated 5<sup>th</sup> Sept 1842  
a Bankrupt }

The Official, or General Assignee, to whom  
the Estate of the said Bankrupt was  
confided by decree aforesaid  
Respectfully Reports, That an application  
has been made to him to procure all the  
interest which the said Bankrupt had,  
and which became vested in the  
Assignee by the decree aforesaid;  
of, in, and to, the following described  
premises, to wit:

Henry King & Co., Brooklyn  
Pal of asc / 161. <sup>13</sup>/<sub>100</sub>

for a nominal consideration, and the costs of the Assignee and his Counsel therein, the title hereby sought being of no pecuniary value to this Estate; and the Assignee aforesaid, having carefully examined the subject-matter thereof, now moves the Court for an Order as follows, to wit:

Ordered, that the Official, or General Assignee, be authorized to sell and dispose of the property herein referred to, at Private Sale, pursuant to the rules and practice of this Court.

Wm Coventry H Waddell

Official or General Assignee

Dated New York, 28<sup>th</sup> July 1859.

(Endorsed on back)

24.

Southern District of New York,  
In Bankruptcy.

In the matter of }  
Joseph T White } No  
a Bankrupt } 2416

Report of Assignee and Order of Sale.

Let an order be entered pursuant to  
within report  
Sept 9<sup>th</sup> 1857 S. R. Betts

Filed Sept 9<sup>th</sup> 1857  
F 716.

In Bankruptcy

In the matter of }  
Daniel Pomeroy } Decree dated 22<sup>nd</sup> June 1842  
a Bankrupt }

The Official, or General Assignee, to  
whom the Estate of the said Bankrupt  
was confided by decree aforesaid,  
Respectfully Reports, That an application  
has been made to him to procure all the  
interest which the said Bankrupt had,  
and which became vested in the  
Assignee by the Decree aforesaid: of,  
in, and to, the following described  
premises, to wit:  
a note of Henry King (then)

residing in the City of Brooklyn, to order  
of and endorsed by Pomeroy & Bull  
due 17th Sept 1836 received for goods  
and amounting to \$484.64  
an account against Henry King  
merchant (then) residing in Brooklyn  
King County for goods due Dec<sup>r</sup>  
31<sup>st</sup> 1836

\$404.71  
\$1492.35

for a nominal consideration, and the  
costs of the Assignee and his counsel  
therein, the title hereby sought being of  
no pecuniary value to this Estate;  
and the Assignee aforesaid having  
carefully examined the subject-matter  
thereof, now moves the Court for an order  
as follows, to wit:

Ordered that the Official, or General  
Assignee, be authorized to sell and dis-  
pose of the property herein referred to,  
at Private Sale, pursuant to the rules  
and practice of this Court.

Wm Coventry H Waddell

Official or General Assignee

Dated New York 28<sup>th</sup> July 1859.

(Endorsed on Back)

18.

Southern District of New York  
In Bankruptcy.

In the matter of }  
Paul Pomeroy Jr } to  
a Bankrupt } 1848

Report of Assignee and Order of Sale

Let an Order be entered pursuant to  
within report Sept 9. 1859.

S. R. Potts

Filed Sept 9th 1859.

In Bankruptcy

In the matter of }  
Frederick G Bull } Decree dated 19th March 1842  
a Bankrupt }

The Official, or General Assignee, to whom  
the Estate of the said Bankrupt was confided  
by decree aforesaid,

Respectfully Reports, That an applica-  
tion has been made to him to procure

4077  
1679

all the interest which the said Bankrupts had, and which became vested in the Assignee by the Decree aforesaid: of, in, and to, the following described premises to wit:

a note of Henry King (then) residing in the City of Brooklyn to order of and endorsed by Pomery & Bull due 14th Sept 1836, received for goods amounting to

\$484.64

an account against Henry King Merchant (then) residing in Brooklyn, King Co. for goods due Dec 31st 1836

\$104.71  
\$1492.35

for a nominal consideration, and the Costs of the Assignee and his Counsel therein, the title hereby sought being of no pecuniary value to this Estate; and the Assignee aforesaid, having carefully Examined the subject matter thereof, now moves the Court for an order as follows, to wit:

Ordered that the Official, or General Assignee, be authorized to sell and dispose of the property herein referred to, at private Sale, pursuant to the rules and practice of this Court.

Wm Coventry H. Wadell  
Official or General Assignee  
Dated, New York 28th July 1859.

(Endorsed on Paets)

<sup>16.</sup>  
Southern District of New York  
In Bankruptcy

In the matter of }  
Frederic Bull }  
a Bankrupt }

Report of Assignee and Order of Sale.

Let an order be entered pursuant to within  
Report, Sept 9th 1859

S. R. Betts

Filed Sept 9th 1859

In Bankruptcy

In the matter of }  
Simon Keyde } Decree dated  
a Bankrupt }

The Official, or General Assignee, to whom  
the Estate of the said Bankrupt was  
confided by decree aforesaid,  
Respectfully Reports, That an application  
has been made to him to procure all  
the interest which the said Bankrupt  
had, and which became vested in the  
Assignee by the Decree aforesaid: of,  
in, and to, the following described premises  
to wit:

all the residuary interest of said  
Bankrupt in all balances of account due  
to him from the late Henry King of  
Brooklyn, New York, and also all  
the said Bankrupt's residuary interest  
in Water Lots nos 26, 27 + 28 of  
Kings addition to Chicago Illinois -  
which have not been heretofore disposed  
of by <sup>the</sup> said Assignee  
for a nominal consideration and the  
costs of the Assignee and his Counsel  
therein, the title hereby sought being  
of no pecuniary value to the Estate;  
and the Assignee aforesaid, having  
carefully examined the subject-matter  
thereof, now moves the Court for an order  
as follows, to wit:

Ordered that the Official or General

Assignee, be authorized to sell and  
dispose of the property herein referred to,  
at Private Sale, pursuant to the rules  
and practice of this Court

Wm Cooney & Waddell  
Official, or General Assignee  
Dated New York 28th June 1882.

(Endorsed on back)

22.  
Southern District of New York  
In Bankruptcy  
In the matter of }  
Simon Keyser } No 1141  
a Bankrupt }

Report of Assignee and Order of Sale

Upon the within Report certifying that the  
property specified is of no pecuniary value  
to the Bankrupt Estate — Order granted  
as prayed for.

June 28th 1882 Sam R. Betts

Filed June 28th 1882

1357

In Bankruptcy  
In the matter of }  
Frederick & Bull } Decree dated 19<sup>th</sup> March  
a Bankrupt } 1842

The Official, or General Assignee, to whom  
the Estate of the said Bankrupt was con-  
fided by Decree aforesaid,

Respectfully Reports, That an application  
has been made to him to procure all the  
interest which the said Bankrupt had  
and which became vested in the  
Assignee by the Decree aforesaid: of,  
in, and to, the following described  
assets to wit: which was conveyed  
pursuant to an order of this Court of  
the 9<sup>th</sup> Sept 1859 of the interest of Pomeroy  
& Bull in an indebtedness due them by  
Henry King — and the same having been  
incorrectly set forth — this application  
is now to correct the same by conveying  
the interest of the said Bankrupt, <sup>in</sup> of the  
following words to wit: "In the balance  
" due on 9<sup>th</sup> January 1858 from Henry King  
" late of the City of Brooklyn in the State  
" of New York, deceased, to Paul Pomeroy Jr  
" and Frederick & Bull Compositing the firm  
" of Pomeroy & Bull of the City of New

"York, amounting on the said day to  
"Eighteen Hundred Dollars" - and the  
former order of the 9th Sept 1859 having  
caused the conveyance to be made to  
Isaac L Hunt, and Hunt having  
assigned the same to Abraham D Jennings  
on 12th Nov<sup>r</sup> 1859, and by said Jennings  
to Louisa Compton 6th Jan'y 1860 as  
for evidence produced to said assignee  
this application is for leave to convey said  
interest as above set forth to Louisa  
Compton for a nominal consideration  
and the costs of the Assignee and his  
Counsel therein, the title hereby sought  
being of no pecuniary value to this  
Estate; and the assignee aforesaid,  
having carefully examined the subject -  
matter thereof, now moves the Court for  
an order as follows, to wit:

Ordered, that the Official, or General Assignee  
be authorized to sell and dispose of the  
property herein referred to, at Private  
Sale, pursuant to the rules and practice  
of this Court.

John Coventry H. Wadswell  
Official, or General Assignee

Dated New York 1st July 1864

(Endorsed on Back)

14.

Southern District of New York  
In Bankruptcy

In the matter of }  
Frederick G Bull } to 330.  
A Bankrupt

Report of Assignee and Order of Sale

Upon within Report order according to  
request of official Assignee  
July 1<sup>st</sup> 1864 Sam R. Betts

Filed July 1<sup>st</sup> 1864 -

In Bankruptcy

In the matter of }  
Daniel Pomeroy Jr } Decree dated 22<sup>d</sup> June  
A Bankrupt } 1842

The Official or General Assignee, to whom  
the Estate of the said Bankrupt was  
confided by decree aforesaid,

Respectfully Reports, That an application has been made to him to procure all the interest which the said Bankrupt had and which became vested in the Assignee by the decree aforesaid: of, in, and to, the following described asset, to wit: which was conveyed pursuant to an order of this Court of the 9th Sept 1859 of the interest of Pomeroy and Bull in an indebtedness due them by Henry King, and the same having been incorrectly set forth, the application is now to correct the same by conveying the interest of the said Bankrupt in the following words, to wit: " In the balance due on the 9th day of January 1838 from Henry King late of the City of Brooklyn in the State of New York deceased to Paul Pomeroy Jr and Fred Bull composing the firm of Pomeroy and Bull of the City of New York, amounting on the said day to Eighteen Hundred Dollars." and the former order of Sept 9th 1859 having caused the conveyance to be made to Isaac L Hunt and Hunt having assigned the same to Abraham G Jennings on 12th Nov<sup>r</sup> 1859,

and by said Jennings to Louisa Compton  
in Feb<sup>r</sup> January 1860 as per evidence  
produced to said assignee - this  
application is for leave to convey said  
interest as above set forth to Louisa  
Compton, consideration, and the  
costs of the Assignee and his Counsel  
therein, the title hereby sought being  
of no pecuniary value to this Estate;  
and the Assignee aforesaid, having  
carefully examined the subject-matter  
thereof, now moves the Court for an order  
as follows, to wit:

Ordered that the Official, or General  
Assignee, be authorized to sell and  
dispose of the property herein referred to,  
at Private Sale, pursuant to the rules  
and practice of this Court.

Wm Coventry H Waddell

Official, or General Assignee

Dated New York 1<sup>st</sup> July 1864

(Endorsed on Paets)

19.  
Southern District of New York  
In Bankruptcy

In the matter of }  
Paul Pomeroy Jr } 40 1475  
a Bankrupt }

Report of Assignee and Order of Sale

Upm within Report, order according to  
request of Official Assignee.

Sam R. Pitts

Filed July 1<sup>st</sup> 1884.

---

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

{  
Seal  
}

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 sixth day of March in  
the year of our Lord one thous-  
-and eight hundred and sixty  
seven and of our Independence  
the ninety first

Geo. F. Betts  
Clerk

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

Sam R. Betts

5¢ Stamp, cancelled

Paper 1-

(17)

(17.)

Joseph T White  
Et al

vs  
Henry King

Transcript certified  
August 22-1859

The State of Illinois }  
County of Cook } s.s.  
City of Chicago }

Pleas at Chicago in  
the County of Cook and State of Illinois, before  
the Honorable Thomas Ford Judge of the Municipal  
Court of the City of Chicago at a term thereof  
begun and held at the Municipal Court Room in  
said City, on Monday the sixth day of November  
in the year of our Lord One thousand eight hundred  
and thirty seven.

Present Thomas Ford Esq<sup>r</sup> Judge  
Norman P. Jewell Esq<sup>r</sup> City Attorney  
John Shrigley, High Constable  
Attest Joel Manning, Clerk, Pro Tem,

Be it remembered that heretofore, to wit: on  
the nineteenth day of June AD 1834, Joseph  
& White Ed Thos F Richards, Plaintiffs, by  
Spring & Goodrich, their attorneys, filed in the  
office of the clerk of the Court aforesaid, their  
certain Precipis and Bonds for Costs in the  
words and figures following, to wit:

Joseph & White Ed } Municipal Court of the  
Thos F Richards } City of Chicago of July  
no } Term, AD 1834  
Henry King }

Clerk will issue sum

mons in this case to High Constable returnable  
next term. Assumpsit Damages \$250.

Spring & Goodrich

Joseph T White Aud  
Thos F Richards

Plffs Atty's

70  
Henry King

I do hereby <sup>enter</sup> certify myself  
security for costs in this cause and ac-  
knowledge myself bound to pay or cause  
to be paid all costs which may accrue  
in this action either to the opposite party  
or to any of the officers of this Court, in  
pursuance of the laws of this State.  
Dated, this 19<sup>th</sup> day of June AD 1834  
G Goodrich

And thereupon afterwards, to wit, on the same  
day and year last aforesaid there was  
issued out of the office and under the seal  
of said Court, the Peoples writ of summons  
directed to the High Constable of said City  
to Execute, and clothed in the words  
and figures following to wit.

State of Illinois

Cook County

City of Chicago } S.S.

The People of the State of Illinois

to the high Constable of the City of Chicago  
Greetings: We command you that you  
summon Henry King, if he shall be found  
in said City personally to be and appear  
before the Municipal Court of the City of  
Chicago at a term thereof to be holden at  
the Municipal Court Room in said City  
on the first Monday in the month of July  
next to answer unto Joseph T White and  
Thomas F Richards in a plea of trespass  
on the case on promises to the damage of  
the said Plaintiffs of Two hundred and fifty  
Dollars, and have you then and there this  
writ.

Witness the Honorable  
Thomas Ford, Judge of the Said  
Court and the private seal of the  
Clerk, (there being as yet no official  
seal of said Court provided) at  
Chicago this 19th day of June AD 1834  
Manning Clerk

And afterwards, to wit: on the 22<sup>d</sup> day of June  
AD 1834 said plaintiffs by their aforesaid  
attorneys filed their Declaration in said  
cause against Henry King Defendant  
which is in the words and figures  
following, to wit.

State of Illinois }  
City of Chicago } ss.

Municipal Court of the City of Chicago  
of the July term AD Eighteen hundred and  
thirty seven, Joseph F White and Thomas F  
Richards, plaintiffs in this suit, doing busi-  
ness under the name, style & firm of White  
and Richards, by Spring & Goodrich their  
attys, complain of Henry King defendant  
in this suit being in custody of a plea  
of trespass on the Case upon promises for  
that whereas the said defendant heretofore,  
to wit: on the 11<sup>th</sup> day of June in the year  
of our Lord one thousand eight hundred  
and thirty seven at New York City in  
the State of New York, to wit: at Chicago  
aforesaid was indebted to the said plaintiffs  
in the sum of Two hundred and fifty  
Dollars, for divers goods wares & merchandize  
before that time sold and delivered by  
said plaintiffs to the said defendant and  
at his special instance and request, and  
being so indebted he the said defendant  
in consideration thereof afterwards <sup>to wit</sup> on the  
day and year last aforesaid at Chicago  
aforesaid undertook and then and there  
faithfully promised the said plaintiffs  
to pay them the said sum of money when

• he should be thereunto afterward requested.

Yet the said defendant not regarding his said promises and undertaking but contriving to defraud the said plaintiffs in this behalf, hath not as yet paid the said some of money to said plaintiffs nor any part thereof, but to pay the same or any part thereof hath hitherto wholly neglected and refused (although often requested to pay the same) to the damage of said plaintiffs of two hundred & fifty dollars and therefore they bring this suit &c.

Spring & Goodrich

Plffs Attys.

Copy of Acpt

New York May 18th 1836.

Mr W King

Bit of White & Richards No 2 Cedar St.

Each 1 Doz	Shell Quill back Combs	\$24.	\$21.	\$45.			
Each 1/2 "	" Twist " "	\$16.	\$14.	15.			
1/2 "	" 1 Long " "		12	6.			
1/2 "	" 1/4 Creek " "	7 1/2	\$8.00	4.25			
Each 1 "	" 1 1/2 Curl " "	4 1/4	4	10.25			
Each 1 "	" 1 1/4	425.	400.	375.	350.	325.	18.75
Each 1 "	Boz Quill Back	13 1/2	11 1/2	2.50			
Each 2 "	" " "	100	87 1/2	62 1/2	5.00		
Each 1 "	" Twist "	87 1/2	75	50	2.13		
		7	6	5			

1 Doz	Coiled Long Back Comb		2.00
Each 3 "	Side "	" <sup>35</sup> <sup>32</sup> 5 4 1/2	2.00
Each 3 "	1 1/4 Curl	45 40 4 1/2 4	2.50
1/2 "	Silver Top	\$2.25	1.12
1 "	" Side		1.50
1 "	wide s.s. fine Ivory	4.00	8.00
1 "	nr s.s. " "	3 3/4	1.97
1 "	" " "	3 1/4	1.43
1 "	" " "	3	1.04
Each 2 "	Ex fine Horn	50 44 3 3/4 3 1/2	1.88
1 "	Steel Baskets		1.50
2 "	Bead Guard Chains	2.25	4.50
1 "	Silk " "		2.00
1 "	Silver Trimbles <i>matron</i>		4.00
1 "	" " <i>plain</i>		3.00
1 "	" " <i>open top</i>	\$13.48.50	3.50
Each 1 "	Silver Pencil Case	\$40 <del>\$50</del>	21.50
Each 2 1/2 "	Gilt Waist Buckles	\$18.29 32	5.25
Each 1 1/2 "	-	\$22.50 \$22.50 \$22.50 \$33 42 48 33	13.31
		20 - 19 - 47	

190.94  
 .50

Box & Cartage

United States of America }  
 City County and State of New York & S.S. } 191.44

Be it remembered that  
 on the — day of May in the year of our  
 Lord one thousand eight hundred and thirty  
 seven before me Howard H. White a public  
 Notary dwelling in the City of New York, duly

4097  
 1697

Commissioned and sworn personally appeared Thomas F Richards a member of the firm of White and Richards (to me well known) and made solemn oath that he the said Thomas F Richards and Joseph Theodore White are the copartners of the firm of White and Richards, transacting business at No 2 Cedar Street in the City of New York, that the foregoing is a just and true account of goods sold and delivered by the said firm of White and Richards to Henry King on the sixteenth day of May in the year 1836 and of the prices at which said goods were sold, that the said foregoing account is truly copied from the books of account of the said firm of White and Richards and that the said Henry King is justly indebted to the said firm of White and Richards in the penal sum of one hundred and ninety one dollars and forty seven cents as in the foregoing account is stated

In testimony whereof I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Howard H White

Not Pub.

And afterwards to wit; on the 28th day of  
June A D 1834 said writ was returned into  
the office of the clerk of the Court aforesaid  
by said High Constable Endorsed as follows to wit:  
~~Writ~~: "Executed June the 21<sup>st</sup> 1834 by  
reading in presence of Henry King, Constable  
for service 50 + 1 mile 6 1/2, return 12 1/2 + .68 3/4  
I Shrigley High Constable

And afterwards to wit; on the tenth day of  
July in the year last aforesaid said defen-  
-dant by his said attorneys filed in said  
Court his certain plea to the plaintiffs  
declaration which is in the words and  
figures following to wit:

Henry King } State of Illinois  
Ads } In the Municipal  
Joseph T White } Court of the City of  
Thomas F Richards } Chicago.

And the said defendant by Moore & Ryan  
his attorneys comes and defends the wrong  
and injury when &c and says that  
he did not undertake and promise in  
manner and form as the said plaintiffs  
hath above thereof complained <sup>against</sup> of him  
and of this he puts himself upon the Country  
&c Moore & Ryan Atty  
And the said plaintiffs doth the like.  
Spring & Goodrich Plffs Atty

7089  
1699

And afterwards to wit: at the July term of  
said Court, to wit: on the thirteenth day of  
July, <sup>ad.</sup> 1837. the following among other proceedings  
in said Court were had and entered of  
record in said cause to wit:

Joseph F White Esq }  
Thos F Richards } assumpsit  
144                    70  
Henry King }

This day came the parties by  
their attorney respectively and upon their  
agreement it is ordered by the Court that  
this cause be continued to the next term  
of this Court at the defendants costs And that  
execution issue therefor.

And afterwards to wit: at the November  
term of said Court to wit: on the tenth day  
of November in the year last aforesaid  
the following among other proceedings in  
said Court were had and entered of record  
in said cause, to wit:

Joseph F White Esq }  
Thomas F Richards } assumpsit.  
32                    70  
Henry King }

This day came the Plaintiffs by  
Spring Esq Godrich their attorney and

the defendant by Moore and Ryan his attorney  
and on their agreement a jury is waived  
and the cause is submitted to the Court  
for trial, and the court having heard  
and considered the evidence adduced  
and the arguments of Counsel find the issue  
made up in this cause in favor of the  
plaintiffs, and assess their damages at  
the sum of one hundred and fifty five  
dollars and twenty seven cents.

Therefore, it is considered by the Court that  
said Plaintiffs recover of said Defendant  
their damages aforesaid assessed together  
with their costs and charges by them  
about their suit in this behalf expended  
and that they have execution therefor.

And thereupon, afterwards: to wit: on the  
twentyfourth day of December in the year last aforesaid  
said ~~this~~<sup>then</sup> was issued out of the office of the  
Clerk and under the seal of said Court, the  
proper writ of "Fieri Facias" directed to  
the High Constable of said City to execute  
and clothed in the words and figures follow-  
ing to wit:

State of Illinois  
Cook County  
City of Chicago

vs.  
The People of the State of  
Illinois

To the High Constable of the City of Chicago  
Greeting: We command you that of the goods, and  
Chattels, lands and tenements of Henry King  
in your bailiwick you cause to be made the  
sum of one hundred and fifty five dollars  
and twenty seven cents, which Joseph F  
White and Thomas F Richards lately before  
the Municipal Court of the City of Chicago  
recovered against him for his damages (with  
interest thereon from the 10<sup>th</sup> day of Nov<sup>r</sup>  
AD 1837) and also the sum of Six dollars  
and fifty six and <sup>1</sup>/<sub>4</sub> Cents which by the same  
Court was adjudged to them for their Costs  
and charges about their suit in this  
behalf expended, whereas the said King  
is convicted as appears to us of record.  
and that you have those moneys ready  
thirty days after the date hereof to render  
unto the said White and Richards for  
damages costs & aforesaid and make due  
return of this writ within thirty days of the  
date hereof.

Witness the Honorable Thomas Ford  
Judge of our said Court of Chicago  
this twelfth day of December AD 1837  
to W L Rucker Clerk  
And afterwards to wit: on the twelfth day of  
March AD 1838 said writ was returned into the

To the High Constable of the City of Chicago  
Greeting: We command you that of the goods, and  
Chattels, lands and tenements of Henry King  
in your bailiwick you cause to be made the  
sum of one hundred and fifty five dollars  
and twenty seven cents, which Joseph F  
White and Thomas F Richards lately before  
the Municipal Court of the City of Chicago  
recovered against him for his damages (with  
interest thereon from the 10<sup>th</sup> day of Nov<sup>r</sup>  
AD 1837) and also the sum of Six dollars  
and fifty six and <sup>1</sup>/<sub>4</sub> Cents which by the same  
Court was adjudged to them for their Costs  
and charges about their suit in this  
behalf expended, whereas the said King  
is convicted as appears to us of record.  
and that you have those moneys ready  
thirty days after the date hereof to render  
unto the said White and Richards for  
damages costs &c aforesaid and make due  
return of this writ within thirty days of the  
date hereof.

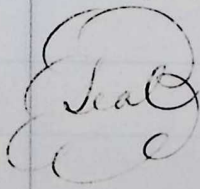
Witness the Honorable Thomas Ford  
Judge of our said Court of Chicago  
this twelfth day of December AD 1837  
to W L Rucker Clerk  
And afterwards to wit: on the twelfth day of  
March AD 1838 said writ was returned into the

Court aforesaid by said High Constable endorsed as follows, to wit: "No property found whereon to levy, this twelfth day of March 1838 fees 62 1/2 John Shrigley let by S Richards Deputy"

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

I, William L Church, Clerk of the Circuit Court of Cook County in the State aforesaid and sole Keeper of the records & files of the late Municipal Court of the City of Chicago, do hereby certify the above and foregoing to be a true perfect and complete copy of the original process, the pleadings & papers filed, proceedings had and entered of record, and of the final process in a certain cause lately pending in the late Municipal Court of the City of Chicago wherein Joseph T White and Thomas F Richards were Plaintiffs and Henry King was defendant as the same now appears from the files and records of the said late Municipal Court now in my office.

In witness whereof I have hereunto set my hand and affixed the seal of said Circuit Court at Chicago this 22<sup>d</sup> day of August AD 1859



Wm L Church

Clerk of the Circuit Court of Cook County & sole Keeper of the Records & files of the late Municipal Court of the City of Chicago.

apt in Hunt claims,

Superior Court of Chicago Ill

David Gibson

vs

Ann G King Julia King  
Susan M King Henry King  
Harriet A King Edward P King  
Thomas G King Edward Eldridge Jr.  
Hannah Eldridge & al

State of Illinois

Cook County ss

George W Chapman of  
the city of New York being duly sworn  
doth depose & say that Isaac L. Hunt  
of the city of New York is the assigned  
and present owner and holder of each  
and all of the following claims against  
the estate of Henry King named in the  
bill in the above entitled cause each and  
all of which claim is a bona fide & just  
claim against said Kings estate and  
now wholly due and unpaid viz

Thompson & Co Decr \$ 491.51

James Lalomette " 600.00

Edward Field & Co .. 535.12

Wetherell Ames & Co Book of 1153.60

Snydon Jackson & Co .. 1838.99

John Bartlett Book acc	\$631.86
J. A. Huntington "	457.11
J. H. Ransom "	200.00
H. & J. Parboyl & C "	157.75
McCully & Chapman "	168.00
Pomeroy & Null "	1800.00
J. P. Church & C in judgment	1224.20
Loosd. News Gal do	745.11
White & Richards do	155.27
J. W. C. Coffin note dated August 25 <sup>th</sup> 1837 + order of J endorsed by Henry King	752.85
J. W. C. Coffin's note dald augt. 25 <sup>th</sup> 1837 to order of J endorsed by Henry King	728.21
Henry King's lfts on McCully & Chapm date May 15 <sup>th</sup> 1837 one for	75.00
one for	20.00
do do date May 18 <sup>th</sup> 1837 for	100.00
Difcoway & Brother	2240.00

This deponent further saith that this  
affidavitt is made by this deponent  
for said Isaac L. Hunt as a creditor of  
the estate of said Henry King who intends  
to prove all of the above claims as a creditor  
of the estate of the said Henry King and as  
a claimant under the order or decree made  
in the above entitled cause, and that he intends

• filing his said claims and demand  
thereunder

This affidavit is made by deponent  
for the said Isaac L. Hunt because he lives  
at a great distance from Chicago and is  
not here present to make the same and  
further because this deponent is familiar  
with the said claims and all matters  
appertaining thereunto

Subscribed & sworn to  
before me this 13<sup>th</sup> day  
of July A.D. 1859  
at Chicago Cook Co Ill.

Geo M Chapman

Wm A Pater

Notary Public



No 17

Filed this Fifteenth day of August 1842

In Bankruptcy.

At a District Court of the United States of America  
held for the Southern District of New York, at the  
City Hall of the City of New York, on Monday the  
Fifteenth day of August in the year One thousand  
Eight hundred <sup>and</sup> forty two

Present, Samuel R. Betts, District Judge.

In the Matter of  
Sheldon P. Church  
Bankrupt. }

Sheldon P. Church of the City of Brooklyn,  
a Bankrupt, having filed a petition praying to be dischar-  
ged in full from all his debts, and for a certificate of such  
discharge, pursuant to the act of Congress, entitled "An  
Act to establish a uniform system of Bankruptcy throughout  
the United States" passed August 19th, 1841:

And it appearing to the Court upon the said  
petition, and the report of the Clerk and assignee ac-  
companying the same, that the said Bankrupt has bona  
fide surrendered all his property, and rights of property,  
(with the exception of such articles as were designated <sup>and</sup>  
set apart by the assignee,) and that the said Bankrupt  
has fully complied with and obeyed all the orders and  
directions which have from time to time been passed  
by this Court, and has otherwise conformed to all the  
requisites of the said act, and that no written dissent

As such discharge has been filed by a majority in number and value of his creditors who have proved their debts; and no cause being now shown to the Court why the prayer of the petitioner be not granted, it is therefore, by virtue of the act aforesaid, ordered, decreed and allowed by the Court, that the said

\_\_\_\_\_ Sheldon P. Church \_\_\_\_\_

do, and he accordingly hereby is fully discharged of and from all his debts provable under the said act, and owing by him at the time of the presentation of his petition to be declared a Bankrupt.

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

S. R. Betts.

All of which we have caused by these presents to be 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-sixth day of March, in the year of our Lord, One thousand Eight hundred and Sixty seven, and of our Independence the Ninety first.

Geo F Betts

Clerk

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

Sam R. Betts



5 ct. D. R.  
G. F. B.  
Mch. 24  
67

Dis of J R Church

The President of the United States of  
America.

To all to whom these presents shall come, greeting:  
Know ye, That we, having inspected  
the records and files of the District  
Court of the United States for the  
Southern District of New York, do find  
certain paper writings there, remain-  
ing of record, in the words and figures  
following, to wit :-

Certificate of Discharge of  
John R. Church, a Bankrupt.

No 17

Filed this Twentieth day of September 1842  
In Bankruptcy.

At a District Court of the United States  
of America, held for the Southern District  
of New York, at the City Hall of the  
City of New York, on Tuesday the Twen-  
tieth day of September in the year  
One thousand Eight hundred and forty-two

Present, Samuel R. Betts, District Judge.

In the Matter of  
John R. Church  
Bankrupt

John R. Church a Bankrupt, having  
filed a petition praying to be discharged in full from  
all his debts, and for a certificate of such discharge  
pursuant to the act of Congress, entitled "An Act to es-  
tablish a uniform System of Bankruptcy throughout  
the United States" passed August 19, 1841:

And it appearing to the Court upon the  
said petition, and the report of the clerk and assignee  
accompanying the same, that the said Bankrupt has  
bona fide surrendered all his property, and rights of pro-  
perty (with the exception of such articles as were designated and  
set apart by the assignee,) and that the said Bankrupt  
has fully complied with and obeyed all the orders and direc-  
tions which have from time to time been passed by this Court  
and has otherwise conformed to all the requisites of the said

act, and that no written dissent to such discharge has been filed by a majority in number and value of his creditors who have proved their debts; and no cause being now shown to the Court why the prayer of the petitioner be not granted, it is therefore, by virtue of the act aforesaid, ordered, decreed and allowed by the Court, that the said

John R. Church

be, and he accordingly hereby is fully discharged of and from all his debts provable under the said act, and owing by him at the time of the presentation of his petition to be declared a Bankrupt, And it is further ordered, that the clerk duly certify this decree, under the seal of this Court, and deliver the same to the said Bankrupt when demanded

S. R. Betts.

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



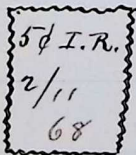
Witness the Honorable Samuel Blatchford Judge of the said Court, at the City of New York, in the Southern District of New York, this Eleventh day of February, in the year of our Lord One thousand Eight hundred <sup>and</sup> Sixty-eight, and of our Independence the Ninety-second

Geo. P. Betts.

clerk

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

Sam Blatchford



In Superior Court

Eldridge et al

vs

Hunt et al

---

Discharge of  
J.R. Church

---

Superior Court of Chicago  
In Chancery

David Gibson

on behalf of himself +  
other creditors of Henry King  
vs (mistake)

Edward Eldridge + other defendants

James H. Rees

on behalf of himself +  
other creditors

Supl Bill

vs

David Gibson et al Defts

David Gibson

vs

James H. Rees  
+ other defts

Supl Bill

We hereby enter ourselves security  
for costs on behalf of Henry H. Casey a  
party in said cause + acknowledge ourselves  
bound to pay or cause to be paid all costs to  
accrue or which may have accrued in this  
suit which said Casey may be ordered by this  
Court or by any Court in appeal or writ  
of error to pay to the defendants or any of  
them named in this cause in this or the  
Supreme Court of this State

Dated this January 17 AD 1868  
Birden + Stafford

Approved

J. A. Jamison

Judge Superior Court of Chicago

Jan'y 20 1868

Endorsement

Supr Court  
Gibson

vs

Eldridge et al

Security for costs  
for H H Casey

Filed Jan'y 20 1868  
A. Jacobson  
Clerk

In the Superior Court  
of Chicago

In Chancery

David Gibson  
on behalf of himself +  
others Creditors } Bill  
vs  
Edward Eldridge + others

James H Rees  
on behalf of himself  
and other Creditors } Supplemental Bill  
vs  
David Gibson + others

David Gibson } Supplemental Bill  
vs  
James H Rees + others

It is hereby certified that on the hearing  
of the said cause upon the said bills before  
the Court Henry H. Casey a claiming  
Creditor introduced in evidence the Statutes  
of the State of Connecticut & ~~read~~ <sup>read</sup> therefrom  
the laws of said state in force therein at the  
time of the discharge of said Henry King  
from imprisonment upon the writ of ~~quod~~

upon the Judgment rendered in said State  
against said King in favor of said Casey  
& his then partner Hubbards in order to  
show, <sup>and showing</sup> that said discharge was in compliance  
with the laws then in force in said State  
& that the effect thereof ~~was~~ to discharge said  
King's body from said imprisonment but not  
to release said King otherwise from said indebted-  
ness which said laws are as follows  
(here insert them)

John A. Jamison  
Judge Superior Court  
of Chicago

(seal)

Endorsement  
Filed July 29/68  
A. Jacobson  
Clerk

The Depositions of Daniel P. Tyler, and Urial Fuller of the County of Windham and State of Connecticut, Witnesses of lawful age produced sworn and examined on their respective conjured oaths on the 27<sup>th</sup> day of February in the year of our Lords One thousand Eight hundred and Sixty four at the Office of Urial Fuller in the Town of Brooklyn, in the County of Windham in the State of Connecticut by me Augustus T. Fisher a Commissioner duly appointed by a Decimus Protestation issued out of the Clerks Office of the Superior Court of Chicago of Cook County in the State of Illinois bearing Teste in the name of Thomas B. Carter Esq. Clerk of the said Court with the Seal of said Court affixed thereto, and to me directed as such Commissioner for the examination of the said Daniel P. Tyler and Urial Fuller, Witnesses, in a certain suit and matter in controversy now pending and undetermined in the said Superior Court of Chicago, wherein David Gibson is the Plaintiff of himself, and all others who were Creditors of Henry King, on the ninth day of January A.D. 1833 is Plaintiff and Ann G. King Edward Eldridge Jr Henry Eldridge Defendants, in behalf of Henry H.

• Any one of said Creditors, as well upon the sworn interrogatories of the Defendants (then being now attached for the Defendants) as on the interrogatories of the said Henry H. Cary, which were attached to or inclosed with the said Commission, and upon none others. The said Daniel P Tyler and Haniel Fuller being first duly sworn by me previous to the commencement of this Examination to testify the truth as well on the part of the Plaintiff as the Defendants in relation to the matters in controversy between the said Plaintiff and Defendants as they should be interrogated.

Interrogatories propounded to the said Daniel P Tyler a witness produced and sworn as aforesaid on the part of said Henry H. Cary, Creditor, as aforesaid and his answers thereto as follows:

"Interrogatory 1<sup>st</sup>" What is your name, age, occupation and place of business?

Answer to 1<sup>st</sup> Interrogatory:

Daniel P Tyler, Age 65, Lawyer Bristol  
lyn Windham County, Connecticut.

Interrogatory 2<sup>d</sup>

State whether or not during the years 1837, 1838 and 1839 you were acquainted with Henry King and if so, at what place or places did

he made during said time, and where had he previously resided.

Answer to Interrogatory 2<sup>d</sup>

Was acquainted with Henry King in the years 1837 and 1838 and 1839, I think he resided most of the time in the City of New York but temporary in Hempstead and Brooklyn in said County.

Interrogatory 3<sup>d</sup>

State what you know concerning a certain suit brought in the County of Windham and State of Connecticut in the years 1837 1838 and 1839 against the said King, in favor of Christopher N. Hubbard and Henry H. Casey, in what Court was the same brought and to what Court was the same carried by appeal

Answer to Interrogatory 3<sup>d</sup>

I have knowledge of a suit in which Christopher N. Hubbard and Henry H. Casey both of the City and County and State of New York were plaintiffs and said Henry King was defendant. It was an action on a note returnable before the County Court holden at said Brooklyn in and for the County of Windham on the second Tuesday of December 1837 and by appeal from said Court was

carried to Superior Court holden at said  
Brooklyn in and for said County of Wind  
ham on the first Tuesday of October 1838

Interrogatory 4<sup>th</sup>

State whether or not the said Christopher H.  
Hubbard and Henry H. Casey were during  
the year 1839 inhabitants of the State of  
Connecticut.

Answer to Interrogatory 4.

I have no means of answering that ques-  
tion as to the residence of said Hubbard  
and Casey.

Interrogatory 5<sup>th</sup>

State who were the Attorneys of the said  
Hubbard and Casey in the prosecution  
of the <sup>said</sup> suit against Henry King and also  
whether he is now living or dead.

Answer to Interrogatory 5<sup>th</sup>

Attorneys for Plaintiff Henry Strong and John  
McClellan both of whom are now dead

Interrogatory 6<sup>th</sup>

Please to examine the certified copy of the  
proceedings in the matter of the discharge of  
the said Henry King from imprisonment  
now shown to you and annex the same  
to your answer to this interrogatory marked  
Exhibit A. and state whether you have com-  
pared the same with the records and files

in relation to said discharge now remaining in the hands of the Keeper of the said jail wherein the said King was imprisoned and whether or not the said Exhibit A contains a full true and correct copy of the said records and files. Also in what way you made the said comparison, also state when the said original papers of which the said Exhibit A is a copy, now are. Also whether the same is a public office pertaining to the administration of justice in said County.

Answer to Interrogatory 6<sup>th</sup>

Have examined the certified copy of the proceedings in the matter of the discharge of the said Perry King from imprisonment in said jail marked Exhibit 1. And have compared the same with the records and files in relation to said discharge now in the custody of the Keeper of said Common Jail wherein the said King was imprisoned and said Exhibit A. contains a full true and correct copy of said records and files, said certified copy being read to me while I keep my eyes closely fixed upon the original.

Interrogatory 7<sup>th</sup>

State whether or not Daniel P Tyler and Abel Fuller, or either of them were during the year AD 1839 Justices of the Peace and acting as such in and for the County of Windham and State of Connecticut and whether you are acquainted with the handwriting of the said Daniel P. Tyler and have seen him write and whether or not you have examined the original notice addressed to John McClellan as the Attorney of said Hubbard and Casey, Dated October 11<sup>th</sup> 1839 a copy of which is contained in Exhibit A. aforesaid and if so state by whom the same is signed and whose is the handwriting of the said signature  
Answer to Interrogatory 4<sup>th</sup>

I know both said Daniel P Tyler and Abel Fuller and during the year 1839 they were both Justices of the Peace and acting as such in and for the County of Windham and State of Connecticut and am acquainted with the handwriting of the said Daniel P Tyler and often see him write and have examined the original notice addressed to John McClellan as the Attorney of the said Hubbard and Casey dated October 11<sup>th</sup> 1839 a copy of which is contained in

Exhibit A, aforesaid, and said notice is signed by Daniel A. Tyler, a Justice of the Peace and said signature is in his own proper handwriting.

Interrogatory 8<sup>th</sup>

State whether or not you are acquainted with Parable Skinner of said County of Windham and whether or not during the year 1839 he was and acted as deputy Sheriff in and for said County of Windham and State of Connecticut and if so, state whether you are acquainted with his handwriting and your means of knowledge, Also whether the said original notice was delivered to the said Skinner and when and in whose handwriting is the signature to the return attached to the said Original notice.

Answer to Interrogatory 8<sup>th</sup>

I am acquainted with Parable Skinner of said Windham County and during the year 1839 he was Deputy Sheriff, and acted as such in and for the County of Windham, State of Connecticut, have often seen him write and am acquainted with his handwriting, and the return on said original notice is in his own proper handwriting in my opinion.

Interrogatory 9<sup>th</sup>

State whether or not the said Usiel Fuller administered any oath to the said King in pursuance to said notice at what time and where and give the form of the Oath so administered.

Answer to Interrogatory 9<sup>th</sup>

I was present during the proceedings, present as Attorney for King and according to my recollection the oath was administered by said Justice Fuller.

Interrogatory 10<sup>th</sup>

State whether or not the said Usiel Fuller before the administration of the said oath to said King examined into the matter as by the Laws of Connecticut required and whether or not the said Usiel Fuller before the administration of said oath found any reason why the said oath should not be administered to said King.

Answer to Interrogatory 10<sup>th</sup>

There was a full hearing and due inquiry made by said Justice Fuller before said oath was administered.

Interrogatory 11<sup>th</sup>

State whether or not said Hubbard and Casey or their Attorney at the time of the administration of the said oath or about that

at any time gave any notice to said King  
Hme or any one that he or they intended  
within fifteen days to make application  
for a review of said Cause

Answer to Interrogatory 11<sup>th</sup>

I have no knowledge of any money having  
been left or of any notice of an intended  
review of said Cause

Interrogatory 13<sup>th</sup>

State whether or not you ever saw the orig-  
inal note of which the paper now shown  
you is a copy please annex the said  
paper to your answer, marked Exhibit  
B State when and where you saw the  
said Original note, also state by whom  
the said Exhibit B. was made and whether  
the same is a full and correct copy of  
said original note and how you know  
it to be so

Answer to Interrogatory 13<sup>th</sup>

On file in the records of said Superior  
Court in which judgment was rendered  
against said King is a copy of said  
original note in the handwriting of this  
Deponent in the words and figures follow-  
ing - Viz:

4484 <sup>92</sup>/<sub>100</sub>

Chicago 1<sup>st</sup> Sept. 1836

In months after date I promise  
to pay to the order of Misses Kingman Davis

Hyde at the Bank of New York, Forty  
four hundred and Eighty four <sup>92</sup> Dollars  
value received

11 m.

Henry King

Being endorsed King's Lane's Hyde  
Simon Hyde, which said copy was  
made by order of said Superior Court  
which said Original note was by the  
Order of said Court delivered to said  
John McCallan and this deponent  
being at that time Clerk of said Su-  
perior Court was ordered and directed  
to make an endorsement on said copy  
in the words and figures following to-  
wit:

Windham County Jo

Superior Court October Term 1839  
the within is a true copy of the original  
note and of the endorsements thereon which  
said original note has by order and di-  
rection of said Court been delivered up  
to John McCallan Esq. Attorney to Christo-  
pher H. Cutland and Henry H. Casey  
the owners of said note

Wm Daniel P Tyler  
Clerk

Interrogatory 13<sup>th</sup>

State in whose handwriting was the signature

8036  
1727

of the maker of said note, your means of knowledge  
and whose name was signed thereto as maker  
Answer to Interrogatory 13<sup>th</sup>

The name of Henry King was signed to said  
note as maker.

Interrogatory 11<sup>th</sup>

Do you know where the said original note of  
which Exhibit B is a copy, now is, and if so, where  
is the same and in whose possession.

Answer to Interrogatory 11<sup>th</sup>

I do not know where said note is.

Interrogatory 15<sup>th</sup>

Have you made any search for said orig-  
inal note, and if so what and state the  
result of same.

Answer to Interrogatory 15<sup>th</sup>

I have been to Woodstock the late residence  
of John McClellan Esq and by the kindness  
of his family was permitted to examine both  
his private correspondence and his pro-  
fessional and office papers and among  
those papers were many notes against di-  
vers individuals which were probably left  
with him for collection. All of which I  
carefully examined but was wholly unable  
to find the note in question, that is the orig-  
inal note, a copy of which is given in an

Answer to Interrogatory 12<sup>th</sup>

• And further Dependent said not  
Daniel P Tyler

Interrogatories propounded to the said  
Aril Fuller a witness produced and sworn  
as aforesaid in the part of said Henry  
H. Casey Creditor as aforesaid and his  
Answer thereto as follows.

Interrogatory 1<sup>st</sup>

What is your name age occupation and  
place of residence

Answer to Interrogatory 1<sup>st</sup>

Aril Fuller age 67 Clerk of the Court in  
said Windham County, Brooklyn Windham  
County, Connecticut

Interrogatory 2<sup>d</sup>

State whether or not during the years 1837  
1838 and 1839 you were acquainted with  
Henry King and if so at what place or  
places did he reside during said time  
and where had he resided previously

Answer to Interrogatory 2<sup>d</sup>

Only acquaintance I had with Henry  
King was October 18<sup>th</sup> 1839 when the said  
Henry King appeared before me and took  
the poor Debtors oath

Interrogatory 3<sup>d</sup>

State what you know concerning a certain  
suit brought in the County of Windham and  
State of Connecticut in the years 1837 1838  
and 1839 against the said King in favor of

• Christopher H. Hubbard and Henry H. Casey, in what Court was the suit brought and to what Court was the same carried by appeal.

Answer to Interrogatory 3<sup>d</sup>

I have no personal knowledge except what appears on the records of the County and Superior Courts of Windham County.

Interrogatory 4<sup>th</sup>

State whether or not the said Christopher H. Hubbard and Henry H. Casey were during the year 1839 inhabitants of the State of Connecticut.

Answer to Interrogatory 4<sup>th</sup>

I have no knowledge of their place of residence during the year 1839.

Interrogatory 5<sup>th</sup>

State who was the Attorney of the said Hubbard and Casey in the prosecution of the said suit against Henry King and also whether he is now living or dead.

Answer to Interrogatory 5<sup>th</sup>

It appears from the record that Henry Strong and John McClellan Esq<sup>r</sup> were attorneys for the said Hubbard & Casey in the prosecution of the said suit against the said Henry King and are both now dead.

Interrogatory 6<sup>th</sup>

Please to examine the certified copy of the proceedings in the matter of the discharge of the said Henry King, from imprisonment now shown to you and annex the same to your answer to this interrogatory marked Exhibit A, and state whether you have compared the same with the records and files in relation to said discharge now remaining in the hands of the Keeper of the jail wherein the said King was imprisoned and whether or not the said Exhibit A contains a full true and correct copy of the said records and files, also in what way you made the said comparison also state where the said original papers of which the said Exhibit A is a copy now are, also whether the same is a public office pertaining to the administration of justice in said County.

Answer to Interrogatory 6"

I have examined the certified copy of the proceedings in the matter of the discharge of the said Henry King from imprisonment in said jail and have carefully compared the same with the records and files relative to said discharge, now in the custody of the Keeper of said Common jail wherein the said King

~~1041~~  
1732

was imprisoned and said Exhibit A, contains a full true and correct copy of said records and files, said certified copy being read to me while I carefully compared it with the original

Interrogatory 7<sup>th</sup>

State whether or not Daniel P Tyler and Arvil Fuller or either of them were during the year A.D. 1839 Justices of the Peace and acting as such in and for the County of Windham and State of Connecticut and whether you are acquainted with the handwriting of the said Daniel P Tyler and have seen him write and whether or not you have examined the original notice addressed to John McLellan as the Attorney of said Hubbard & Casey, dated October 14 1839 a copy of which is contained in Exhibit A. aforesaid and if so state by whom the same is signed and whose is the handwriting of the said signature.

Answer to Interrogatory 7<sup>th</sup>

I know both said Arvil Fuller and Daniel P Tyler, and during the year 1839 were both Justices of the Peace, and well acquainted with the handwriting of the said Daniel P Tyler having frequently seen him write and have examined the original notice address

ed to John McClellan as the attorney of said Hubbard & Casey a copy of which is contained in Exhibit A aforesaid signed by Daniel P. Tyler, Justice of the Peace, and is in his own proper handwriting.

Interrogatory 8<sup>th</sup>

State whether or not you are acquainted with Paraclete Skinner of said County of Windham and whether or not during the year 1839 he was and acted as Deputy Sheriff in and for said County of Windham and State of Connecticut and if so state whether you are acquainted with his handwriting and your means of knowledge, also whether the said original notice was delivered to the said Skinner and where and in whose handwriting is the signature to the return attached to the said original notice.

Answer to Interrogatory 8<sup>th</sup>

I am acquainted with Paraclete Skinner of said Windham County and in the year 1839 he was Deputy Sheriff for said Windham County. And am acquainted with his handwriting have often seen him write, that the signature to the return on said original notices is in his own proper handwriting.

Interrogatory 9<sup>th</sup>

• State whether or not the said Uriel Fuller administered any oath to the said King in pursuance to said notice, at what time and where and give the form of the oath so administered

Answer to Interrogatory 9<sup>th</sup>

I did administer the oath provided by law for poor imprisoned Debtors in pursuance of said notice on the 18<sup>th</sup> day of October 1839 in the following form to wit:

You Henry King solemnly swear that you have not any estate real or personal in possession reversion and remainder of the value of Seventeen Dollars in the whole or sufficient to pay the Debt or demands for which you are imprisoned except what is by law exempted, from being taken in execution, and that you have not directly or indirectly sold or otherwise disposed of, all or any part of your estate, thereby to secure the same or to receive or expect any profit or advantage therefrom or to defraud or deceive your Creditors - So help you God.

Interrogatory 10<sup>th</sup>

State whether or not the said Uriel Fuller before the administration of the said oath to said King examined into the matter as by the laws of Connecticut required

and whether or not the said Uriel Fuller before the administration of said oath found any reason why the said oath should not be administered to said King.

Answer to Interrogatory 10<sup>th</sup>

John McClellan Esq, appeared as Attorney for the said Hubbard & Casey and Daniel P. Tyler Esq as Attorney for the said Henry King before me the said Uriel Fuller and a full and thorough examination was had in the matter according to the laws of the State of Connecticut before said oath was administered and I the said Fuller did not find any reason why said oath should not be administered to the said Henry King.

Interrogatory 11<sup>th</sup>

State whether or not the said Hubbards & Casey or their Attorney at the time of the administration of the said oath or about that time or at any time gave <sup>any</sup> notice to said King or any one that he or they intended within fifteen days to make application for a review of said cause.

Answer to Interrogatory 11<sup>th</sup>

I have no knowledge whatever that any notice was given to the said King or any one by the said Hubbard & Casey or their Attorney - that he or they intended within

fifteen days to make application for review of said cause

Interrogatory 12<sup>th</sup>

State whether or not you ever saw the original note of which the paper now shown you is a copy - please annex the said paper to your answer marked Exhibit B' state when & where you saw the said original note also state by whom the said Exhibit B was made and whether the same is a full and correct copy of said original note and how you know it to be so.

Answer to Interrogatory 12<sup>th</sup>

I never saw the Original note, Exhibit B was made by this deponent and the same is a full <sup>what purports to be a full and correct</sup> copy of the Original note on file in the Superior Court in the handwriting of Daniel P. Tyler the then Clerk of the Superior Court

Interrogatory 13<sup>th</sup>

State in whose hand-writing was the signature of the maker of said note your means of knowledge and whose name was signed thereto as maker.

Answer to Interrogatory 13<sup>th</sup>

I have no knowledge on the subject

Interrogatory 14<sup>th</sup>

Do you know where the said Original note of which Exhibit B is a copy now is and if so, where is the same and in whose possession

Answer to Interrogatory 14"

I do not know where it is.

Interrogatory 15"

Have you made any search for said original note, and if so what and state the result of the same.

Answer to Interrogatory 15"

I have made a thorough search among the files of the Superior Court of said Windham County, and find nothing of said original note, and further deponent saith not

Wm Fuller

I Augustus J. Fisher of the County of Windham and State of Connecticut a commissioner duly appointed to take the depositions of the said Daniel P Tyler and Wm Fuller, witnesses whose names are subscribed to the foregoing Depositions do hereby certify that previous to the commencement of the examination of the said Daniel P. Tyler and Wm Fuller as witnesses in the suit between

the said David Gibson Plaintiff and  
the said Ann G. King Edward Eldridge  
vs Henry Eldridge and other Defendants  
they were duly sworn by me as such  
Commissioner to testify the truth in  
relation to the matters in controversy  
between the said David Gibson Plaintiff  
and the said Ann G. King Edward Eldridge  
vs Henry Eldridge and other Defendants  
so far as they should be interrogated  
concerning the same, that the said  
Depositions were taken at the Office  
of Abel Fuller Esq in the Town of  
Brooklyn in the County of Windham  
and State of Connecticut on the 27<sup>th</sup>  
day of February A.D. 1864 and that after  
said Depositions were taken by me as  
aforesaid the interrogatories and  
answers thereto as written down  
were read over to each of the said Wit-  
nesses and that thereupon the same was  
signed and sworn to by each of the  
said Deponents to wit: the said Daniel  
P Tyler and Abel Fuller before me  
the oath being administered by me as  
such Commissioner at the place and on the  
day and year last aforesaid.

Augustus F. Fisher Commissioner

12  
Fees

Daniel P. Tyler, as witness going to Woodstock, 1 day 12 miles + attendance	} \$6.00
Orvil Fuller as witness	.40
Copy of Exhibit A + B	<u>2.50</u> 2.90
A. J. Fisher as Commissioner	<u>4.00</u>
	\$12.90

Exhibit A."

The following is a full true and correct copy of the records and proceedings on file in my Office in the Common Jail at Brooklyn, in the County of Windham and State of Connecticut in the matter of Christopher S. Hubbards and Henry Carey Plaintiffs in Execution against Henry King Defendant in Execution - To wit:

The following execution and return of the officers fees thereon, notice on the part of said Henry King of his application to have the Poor Debtors oath administered to him and the officers return of the service thereof and the entry of the administration of said oath.

To the Sheriff of the County of Windham  
or his Deputy or either of the Constables  
of the town of Pomfret, within said County  
Greeting. Whereas Christopher S.  
Hubbard and Henry H. Casey both of  
the City County and State of New York joint  
merchants and traders in Company under  
the name and firm of Hubbard & Casey  
recovered judgment against Henry King  
of Chicago in the State of Indiana now  
transiently residing in said Pomfret be-  
fore the Superior Court holden at Brook-  
lyn within the County of Windham afore-  
said on the first Tuesday of October  
AD 1839 for the sum of 5180 dollars 08  
cents damages and for the sum of 23  
dollars 58 cents costs of suit as appear  
of Record whereof execution remains  
to be done These are therefore by au-  
thority of the State of Connecticut  
to command you that of the goods chat-  
tels or lands of the said Debtor within  
your precincts you cause to be levied (and  
the same being disposed of or appraised  
as the law directs) paid and satisfied  
unto the said Creditors the aforesaid  
sums being Five thousands two hundred  
and three dollars sixty six cents in

the whole with 25 cents more for this writ together with your own fees and for the want of such goods chattels or lands of the said Debtor to be by him shown unto you or found within your precincts to the acceptance of the Creditors for the satisfying the aforesaid said sums You are hereby commanded to take the body of the said Debtor and him commit unto the Keeper of the Goal in Brooklyn in the County of Windham aforesaid within said prison who is ~~herby~~ likewise hereby commanded to receive the said debtor and him safely keep until he pay unto said Creditors the full sums above mentioned and be by them released and also satisfy your fees. Hereof fail not and make due return of this writ with your doings thereon within Sixty days next coming. Dated at Brooklyn this 9<sup>th</sup> day of October A. D. 1839.

Daniel P Tyler Clerk

Windham County of Pomfret 14<sup>th</sup> October 1839  
Then by virtue of the original execution of which the within and foregoing is a true copy I repaired to the residence of the within named Debtor in said Pomfret and then

and there made demands of him of money or estate to satisfy said original execution together with my fees thereon And he neglected and refused to pay the same or any part thereof or to show me any estate whereon to levy said Original Execution - I then levied said Original Execution on the body of the within named Debtor read the same in his hearing and him committed to the custody of the keeper of the within mentioned goal within the said Prison

Oliver Parable Skinner, Sheriff's Deputy

Fees		
Travel to demands	5 m	.25
Travel to Commit	8 "	1.60
Reading		.12
Commission		52.00
Copy of Endorsement		50
Travel to return Execution	1 m	0.5
Key fee		<u>50</u>
		\$55.02

To John McLellan Esq of Woodstock in the County of Windham and State of Connecticut as he is Attorney to Christopher S Hubbard and Henry

8057  
1743

To Casey both of the City County and  
State of New York joint Merchants and  
Traders in Company under the name &  
firm of Hubbard & Casey. By authority  
of the State of Connecticut you are  
hereby notified to appear before Uriel  
Fuller Esq, Justice of the Peace for said  
Windham County or some other proper  
authority at the Common Gaol in  
Brooklyn in said Windham County on  
the 18<sup>th</sup> day of October A D 1839 at four  
O'clock in the afternoon then and there  
to show reasons if any there are, why  
the oath provided by law for poor im-  
prisoned Debtors should not be ad-  
ministered by said Authority to  
Henry King lately residing in Pom-  
fret in said Windham County and  
now confined in said Gaol by virtue  
of an execution in favor of said Hub-  
bard & Casey and against him the said  
Henry King. To the Sheriff of the  
County of Windham or his Deputy  
to serve and return -

Dated at Brooklyn this 14<sup>th</sup> day  
of October A D 1839

Daniel P Tyler  
Justice of the Peace

● Windham County  $\int^{\text{no}}$

Woodstock 14 October AD 1839

I then left a true and attested copy of the within summons with John McSellan Esq of Woodstock.

Allest Paraclete Skinner Sheriff Deputy

Fees

Travel to serve & return 26 m \$1.30

Copy 25

Endorsement 12  
\$1.67

Oath administered Oct 18<sup>th</sup> 1839

Windham County  $\int$  Brooklyn Common Gaol  
Oct 15<sup>th</sup> 1839

Then personally appeared Henry King the above named Debtor and made application to have the oath by law provided for poor imprisoned debtors administered to him. The adverse party living out of this State their Attorney John McSellan Esq was duly notified to appear and show reasons if any there were why said oath should not be administered and was present, And having proceeded to hear the parties and their witnesses no sufficient reasons being shown why said oath should not be administered and none appearing to this Court to exist the oath

aforesaid was administered to the said  
Henry King by me  
April Fuller  
Justice of the Peace.

State of Connecticut } ss. Common Goal  
County of Windham }

Brooklyn November 27 1863

I John J. Sears Deputy Jailor and Keeper  
of said Jail and the records thereof do  
hereby certify that the above is a full  
true and complete copy of the Records  
and files remaining in my Office and  
in my possession in the matter of  
Christopher S. Hubbard and Henry Casey  
Plaintiffs in Execution against Henry  
King Defendant in Execution

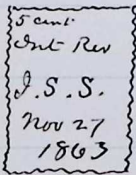
In witness whereof I have hereunto  
set my hand and private seal, no public  
or official Seal being to my said Office  
annexed

John J. Sears Deputy Jailor

L.S.

State of Connecticut }  
Windham County }

I Elisha Carpenter  
Presiding Judge of the Superior Court in



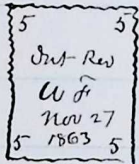
and for the County of Windham State of Connecticut do hereby certify that John S. Sears who has signed the foregoing certificate was at the time of signing the same the Deputy Jailor of the County of Windham State of Connecticut duly appointed and sworn and as such the Keeper of the County Jail in and for said County and as such the legal custodian & Keeper of the Records of said Jail and the proper officer under the law to furnish copies of said records and that his signature to the above certificate is genuine and I do further certify that his said attestation is in due form and that the same is by the proper Officer to make the same.

In witness whereof I have hereunto set my hand this 27<sup>th</sup> day of Nov. A.D. 1863

Elisha Carpenter  
Presiding Judge of the  
Superior Court for  
Windham County.

State of Connecticut  
County of Windham

I Will Fuller Clerk of the



~~5054~~  
1747

5  
Dist Rec  
U.S.  
Nov 27  
5 1863 5

Superior Court in and for the County and State aforesaid do hereby certify that Hon. Elisha Carpenter, who has signed his name to the foregoing certificate was at the time of signing the same the Presiding Judge of the Superior Court in and for said County and State duly commissioned and qualified  
In witness whereof I have hereunto set my hand and the Seal of said Court this 27<sup>th</sup> day of November A.D. 1863  
Noel Fuller  
Clerk

*(Seal)*

Exhibit B.

~~4484~~ <sup>92/100</sup>

Chicago 1<sup>st</sup> September 1836

Six months after date I promise to pay to the Order of Messrs Kenzie Davis Hyde at the Bank of New York Forty-four hundred and Eighty-four <sup>92/100</sup> Dollars value received  
H M Henry King

Endorsements on back. 6792. Kenzie Davis Hyde, Simon Hyde.

Winham County vs Superior Court  
October Term 1839

8057  
1748  
The within is a true copy of the original

of the original note and of the endorsements  
thereon which said original note has by order  
and direction of said Court been delivered  
up to John McLellan Esq Attorney to  
Christopher S. Hubbard & Henry H. Casey  
the owners of said Note

Attest Daniel P. Tyler Clerk

State of Illinois }  
Cook County } ss.

In the Superior Court of Chicago

In Chancery

David Gibson

vs

Ann G. King Edward  
Edridge Jr Henry Edridge  
and others

You will please to take notice that on Tuesday December Twenty ninth A.D. 1863 at ten o'clock in the forenoon before Ira Scott, Master in Chancery of the said Superior Court at his office in South Clark Street in Chicago Cook County Illinois, he will proceed to take the testimony of Gordon S. Hubbard and offer record evidence to be used in the above entitled cause on behalf of Henry H. Casey one of the claiming creditors under the decree & proceedings heretofore had in said cause & continue from day to day until said testimony is taken.

H. G. Spafford and John Borden

Sol. for H. H. Casey

To

J. H. Nales Esq Sol for David Gibson, Goodwin Larned &  
Goodwin Sol for J. H. Nales J. B. Peabody Esq Sol for  
J. Mason Parker & Thos B. Bryan H. G. Spafford Sol for  
Henry Young.

We acknowledge Service of a copy of  
the within notice this December 24<sup>th</sup> A D 1863

Goodwin Larned & Goodwin

F. B. Peabody

F. W. Hales

H. G. Spafford Sol. for H. Young

State of Illinois }  
County of Cook }

Superior Court of  
Chicago

In Chancery

David Gibson

vs

Edward Eldridge et al

}  
}

Original Bill

James H. Rees

vs

David Gibson et al

}  
}

Supplemental Bill

The deposition of Gordon  
S. Hubbard a witness produced sworn and exam-  
ined on the part of Henry H. Casey in this cause  
taken before me Ira Scott, Master in Chancery of the  
Superior Court of Chicago at my office in Chicago this  
29<sup>th</sup> day of December A D 1863 pursuant to the  
annexed notice Mr Spafford appearing for  
said Henry H. Casey.

1863 Dec 29<sup>th</sup> Gordon S. Hubbard a witness produced sworn and  
Examined on the part of Henry H. Casey deposes and

1012  
1751

says

1st Int

State your name, age residence and occupation

Answer

Gordon S Hubbard my age is sixty-one residence Chicago Am an Insurance Agent and Commission Merchant.

2<sup>d</sup>

Were you ever at any time acquainted with the firm doing business under the name of Hubbard & Casey, if so, when, who were the members of the firm, where did they do business, where did the several members of the firm reside and state whether they are now living or dead and if any of them are dead where they died

Answer

I was acquainted with the firm of Hubbard & Casey, doing business in the City of New York, they commenced business I think about 1830 I don't know the time exactly and dissolved about 1840 Henry H. Casey one of the firm is now living in New York City, Christopher S. Hubbard the other member constituting the firm of Hubbard & Casey a brother of mine is now dead

He died in 1845 or 1846 I think Those two Henry H. Casey and Christopher S. Hubbard are the only members of the firm of Hubbard & Casey They

resided during the continuance of the firm in New York City, they resided in the City of New York during the year 1839 They were engaged in the Wholesale Hardware business.

(This deposition is taken subject to all legal objections)

I am not positive as to the precise time the firm dissolved, it may have been in 1839 and may have been in 1841

G. S. Hubbard

Subscribed and sworn

to this 29<sup>th</sup> day of December  
A. D. 1863 before me

Ira Scott

Marta in Chancery of  
the Superior Court of Chicago

The Solicitor for Henry H. Casey offers in evidence a Transcript of a record of a judgment rendered in the Superior Court holden at Brooklyn in and for the County of Windham in the State of Connecticut, on the first Tuesday of October A. D. 1839 in favor of Christopher S. Hubbard and Henry H. Casey both of the City County and State of New York joint merchants and traders & company under the name and firm of Hubbard & Casey

● against Henry King of Chicago in the State of Indiana transiently residing in Pomfret in said County of Windham Connecticut. Said transcript marked exhibit 1 of the testimony offered in behalf of Henry H. Casey (The above transcript objected to as evidence)

To the Sheriff of the County of the County of Windham or his Deputy or to either of the Constables of the town of Pomfret within said County - greeting

By authority of the State of Connecticut you are hereby commanded to attach the goods or estate of Henry King of Chicago in the State of Indiana now transiently residing in said Pomfret to the value of Five thousand dollars and for the want thereof to attach the body of the said Henry King (if he may be found in your precincts) and him safely keep so that he may be had to appear before the County Court to be holden at Brooklyn within and for the County of Windham on the Second Tuesday of December next, then and there to answer unto Christopher S. Hubbards and Henry H. Casey

• Both of the City County and State of New York joint Merchants and traders in company under the name and firm of Hubbard Hasey in a plea of the case wherein the plaintiffs declare that at said Chicago on the first day of September AD 1836 the defendant made a certain note in writing commonly called a promissory note his own proper hand being thereunto subscribed bearing date the same day and year last aforesaid and then and there delivered the said note to certain persons then and there doing business as partners under the name and firm of Kinzie Davis & Hyde, to wit: Robert A. Kinzie William W. Davis <sup>and</sup> Thomas ~~W.~~ Hyde by which said note the defendant promised to pay in six months next following after the date of said note to said Kinzie Davis & Hyde, or order at the Bank of New York, the sum of Forty-four hundred and Eighty four dollars and ninety two cents for value received and the said Kinzie Davis and Hyde to whom or to whose order the payment of the said sum of money in the said note specified was by the note to be made after the making of said note and before the payment of any part thereof, to wit: on or about the first day of October AD 1836.

at New York aforesaid endorsed the said notes by which said endorsement they the said Kinzie Davis and Hyde then and there ordered and appointed the said sum of money in the said note specified to be paid to the Plaintiffs and then and there delivered the said note then and there endorsed as aforesaid to the Plaintiffs of which said endorsement so made as aforesaid on the said note the maker of said note afterwards to wit, on or about the 10<sup>th</sup> day of said October at Chicago aforesaid had notice by means whereof and by force of the statute in such case made and provided, he the defendant became liable to pay to the Plaintiffs the said sum of money in the said note specified according to the tenor and effect of said note and the endorsement so as aforesaid made thereon and being so liable he the defendant in consideration thereof afterwards on the Tenth day of October aforesaid at New York aforesaid undertook and then and there faithfully promised the Plaintiffs to pay to them the aforesaid sum of money specified in the said note according to the tenor and effect of the said notes and the endorsements so made thereon as aforesaid. Now the Plaintiffs further say

that the defendant wholly disregarding  
said promise hath not performed the same  
though often requested especially when said  
note according to its tenor and effect  
became payable at which time said  
note was presented and payment thereof  
by the Pltffs at said Bank demanded  
which is to the plaintiffs damage Five  
thousand dollars and therefore they bring  
this suit and demand of the defendant  
said damages and costs of suit Bonds  
sufficient for ~~preservation~~<sup>prosecution</sup> being given  
I will not but of this writ with your doings  
thereon make due return according to law  
Dated at Woodstock the 18<sup>th</sup> day of Octo-  
ber A D 1837 And Edward C Bowen of  
Woodstock in Windham County recognized  
\$50 for ~~preservation~~<sup>prosecution</sup>. Certified and signed  
by  
George Bowen Justice of the Peace

Windham County Woodstock Oct. 18<sup>th</sup> 1837  
Then by virtue of this writ and for want of per-  
sonal estate to be found within my precincts  
I attached the body of the within named  
Henry King the defendant read the same in  
his hearing and took good and sufficient bail  
for his appearance at Court to answer

thereto as the law directs

Attest Mathew Bowen

Sheriffs Deputy

Fees

To serve and return	12 miles	.60
Reading		09
Bail Bonds		34

Winoham Countyss County Court

August Term 1838

Christopher S. Hubbard et al

vs

O Henry King

Action of Assumpsit

The Defendant now in Court defends pleads and says that the Plaintiffs declaration and the matters therein contained in manner and form as therein alleged are insufficient in the law judgment &c

By his Attorneys Rockwell & Morgan

The plaintiff replies to the Defendant's plea and says that the same is sufficient in law

Strong and McClellan Jn Deft

Winoham Countyss

Office of Clerk of County Court

A true copy as on file

Attest Daniel P Tyler  
Clerk

• At a County Court holden at Brooklyn in and for the County of Windham in the State of Connecticut on the second Tuesday of August in the year of our Lord One thousand Eight hundred and thirty eight

Christopher S. Hubbard and Henry H. Casey }  
both of the City County and State of New York }  
joint Merchants and Traders in company and }  
in the name and firm of Hubbard & Casey } Plff

vs

Henry King of Chicago in the State of Indiana }  
now residing in Pomfret in said Windham County } Def

In an action or plea of the case on note set forth at large in the writ and declaration of the Plaintiffs demanding the sum of Five thousand dollars Damages with costs of suit as by writ on file, dated the 18<sup>th</sup> day of October A D 1837 This action was brought to the County Court holden at Brooklyn in and for the County of Windham on the second Tuesday of December A D 1837 and by legal ~~means~~ <sup>removed</sup> comes to this term, and Thomas M. Grosvenor and Henry Eldridge both of said Pomfret in Court acknowledged themselves jointly and severally bound in a recognizance of Five thousand dollars to Christopher S. Hubbard and Henry H. Casey the adverse party conditioned that

the Defendant shall abide final judgment  
in this action

The Plaintiffs by John McLellan Esq  
their Attorney appeared the Defendant also  
appeared and the parties joined in a demurrer  
to the declaration of the Plaintiffs as on  
file and being fully heard thereon, this  
Court doth find and adjudge that the  
declaration of the Plaintiffs is sufficient  
in the law. Whereupon it is considered by  
this Court that the Plaintiffs recover of the  
Defendant the sum of Five thousand dollars  
damages and costs of suit allowed to be the  
sum of

The defendant appeals  
from the judgment of this Court in this Case  
to the Superior Court of Judicature in this  
State to be holden at Brooklyn in and for  
the County of Windham on the First Tuesday  
of October next. Henry Eldridge of <sup>and</sup> Pomfret  
before this Court acknowledges himself to stand  
bound and indebted to the Plaintiffs in the sum  
of One hundred dollars to be paid to the Plain-  
tiffs upon condition that the Defendant  
shall not prosecute this his appeal to effect  
and shall not make good all damages if  
he make his plea good.

A true Copy of Record, examined by  
Daniel P. Tyler Clerk

• One dollar duty is paid on this appeal certified by

Daniel P Tyler  
Clerk

Winham County } Superior Court  
January Term 1839

Christopher Hubbard et al

vs

Henry King

The Defendant in Court defends pleads and says that he did not assume and promise in manner and form as by the Plaintiff in his declaration is alleged, and of this he puts himself on the Country.

Morgan & Rockwell  
Attorneys.

At a Superior Court holden at Brooklyn in and  
for the County of Windham in the State of Con-  
necticut on the first Tuesday of October in the  
year of our Lords One thousand Eight hun-  
dred and thirty nine

Present Hon Thomas S Williams Chief Justice

Christopher S Hubbard and Henry H Casey  
both of the City County and State of New York  
joint Merchants and Traders in Company under  
the name and firm of Hubbard & Casey Pltffs

vs

Henry King of Chicago in the State of  
Indiana now transiently residing in Pompey  
in said Windham County Def.

In a plea of the case demanding the sum of  
Five thousand Dollars damages with  
Cost as per writ on file dated the 18<sup>th</sup> day  
of October A.D. 1837 by appeal of the De-  
fendant from the judgment of the County  
Court holden at Brooklyn within and  
for the County of Windham on the  
second Tuesday of August A.D. 1838.

this action came to this Court October  
Term A.D. 1838 and by continuance comes  
to this term. Now the plaintiffs by  
John Mc Lellan Esq their attorney ap

• appeared and the Defendant being three times publicly called to appear in Court made default of appearance whereupon this Court consider that the Plaintiff recover of the Defendant Five thousand One hundred and Eighty dollars eight cents damages and costs of suit taxed at Twenty three dollars and fifty eight cents and that Execution issue accordingly - Execution granted 9<sup>th</sup> October A.D. 1839

Attest Daniel P. Tyler  
Clerk

To the Sheriff of the County of Windham or his Deputy or either of the Constables of the town of Pomfret within said County Greeting Whereas Christopher S. Hubbards and Henry H. Casey both of the City County and State of New York joint Merchants and Traders in company under the name and firm of Hubbard and Casey recovered judgment against Henry King of Chicago in the State of Indiana now transiently residing in said Pomfret before the Superior Court holden at Brooklyn within the County of Windham aforesaid on the first Tuesday of October A.D. 1839 for the sum of 5180 dollars and eight cents damages

• And for the sum of 23 dollars 58 cents costs of suit as appears of records whereof execution remains to be done.

These are therefore, by authority of the State of Connecticut, to command you that of the Goods chattels or lands of the said Debtor within your Precincts you cause to be levied (and the same being disposed of or appraised as the law directs) paid and satisfied unto the said Creditors the aforesaid sums being Five thousand two hundred and three dollars Sixty Six Cents in the whole and twenty five cents more for this writ together with your own fees and for want of such goods chattels or lands of the said Debtor to be by him shown unto you or found with in your Precincts to the acceptance of said Creditors for the satisfying of the aforesaid sums, you are hereby commanded to take the body of the said debtor and him commit unto the Keeper of the Goal in Brooklyn in the County of Windham aforesaid within the said Prison, who is likewise hereby commanded to receive the said debtor and him safely keep until he pay unto said Creditors the full sums above mentioned and be by them released and also satisfy your fees. Hereof fail

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not and make due return of this writ  
with your doings thereon within sixty days  
next coming Dated at Brooklyn this 9<sup>th</sup>  
day of October A D 1839  
Daniel P Tyler  
Clerk

Winoham County }  
Pomfret 14 October 1839

Then by virtue of the within execu-  
tion I repaired to the residence of the within  
named debtor in said Pomfret and there and  
there made demand of him of money or  
estate to satisfy this execution together  
with my fees on the same and he neglec-  
ted and refused to pay the same or any  
part thereof or to show me any estate  
whereon to levy said Execution, I then lev-  
ied said Execution on the body of the within  
named Debtor read the same in his hearing  
and him committed to the custody of  
the Keeper of the within mentioned Gaol  
within the said Prison

Attest Paraclete Skinner Sheriff, Deputy

Fees Travel to demand & levy	5 miles	25
Travel to Commit	8 miles	1,60
Reading		12
Commission		52 00

Copy of endorsement	50
Travel to return execution 1 mile	05
Key fee	<u>50</u>
	\$55.02

State of Connecticut }  
 County of Windham } ss.

Office of the Clerk of the  
 Superior Court

I Wm Fuller, Clerk of the Superior  
 Court in and for the County of Windham  
 in the State aforesaid do hereby certify  
 that the foregoing is a true copy of the  
 files and records of judgment in this  
 office in the matter of Hubbard & Casey  
 against Henry King

In testimony whereof I have here  
 unto set my hand and affixed the Seal  
 of said Superior Court at Brooklyn this  
 20<sup>th</sup> day of June A.D. 1863

Wm Fuller  
 Clerk

Seal

State of Connecticut }  
 Windham County }

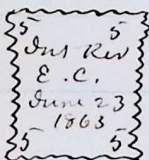
June 23<sup>d</sup> 1863

I Elisha Carpenter Presiding Judge  
 of the Superior Court for Windham County

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 Dub Row  
 U 51  
 June 20  
 1863 5

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herby certify that Uriel Fuller Esq is  
the Clerk of said Court and as such  
has the custody of the Records and Seal  
thereof and that the foregoing attestation  
by him made is in due form of law



Elisha Carpenter  
Presiding Judge

State of Connecticut  
County of Windham

I Uriel  
Fuller Clerk of the Superior Court in and  
for the County of Windham in the State  
aforesaid, the same being a Court of Record  
do hereby certify that the Hon Elisha  
Carpenter who has signed the foregoing cer-  
tificate was at the date thereof and now  
is a Presiding Judge of the Superior  
Court in Windham County in and for the  
State aforesaid duly commissioned and  
qualified and that all his Official acts  
as such are entitled to full faith and credit  
and that his signature to the foregoing certifi-  
cate is genuine -

In testimony whereof I have here-  
unto set my hand and af-  
fixed the Seal of said Superior

Court at Brooklyn this 23<sup>d</sup> day  
of June A.D. 1863

Urial Fuller  
Clerk

5 Cents  
Int. Rev.  
U. E.  
June 23<sup>d</sup>  
1863

Seal

Endorsement

Superior Court of Chicago  
David Gibson

vs

Edward Eldridge et al  
Exhibit 1 of the testimony offered  
in behalf of Henry H. Casey  
Isa Scott  
Master in Chancery

State of Illinois }  
County of Cook }  
David Gibson

Superior Court of Chicago  
In Chancery

vs  
Edward Eldridge et al } (Original Bill)

James H. Rees }  
vs } Supplemental Bill  
David Gibson et al }

I Isa Scott  
Master in Chancery of the Superior Court

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of Chicago do hereby certify that before  
the commencement of the examination  
of the witness whose name is subscribed  
to the foregoing deposition he was by me  
duly sworn according to law and that  
the same was subscribed and sworn to  
by said witness before me on the 29<sup>th</sup> day  
of December A.D. 1863, and that the same  
with the Documentary proof hereinafter  
mentioned and marked Exhibit No 1 is  
all the proof taken before me on the part  
of said Henry H. Casey in this Cause  
Dated Chicago Illinois May 8<sup>th</sup> 1866

Master for \$7<sup>00</sup>

Ira Scott

Master in Chancery of the  
Superior Court of Chicago

Endorsement  
Superior Court of Chicago  
In Chancery  
David Gibson

25

Edward Eldridge et al  
Deposition re for Henry H. Casey  
taken before Ira Scott Master  
Filed March 13 1867

W. H. Carter Clerk

~~4050~~  
1769

State of Illinois }  
Cook County }

In the Superior Court  
of Chicago

David Gibson

vs

John G. King Edward  
Eldridge & Hannah  
Eldridge Helen Eldridge  
Constantine Eldridge and others

In Chancery

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

Henry H. Casey  
of the said City County and State of New  
York being duly sworn on oath says, that  
during the years Eighteen hundred and  
thirty seven, thirty eight thirty nine and  
afterwards this affiant and one Christopher  
S. Hubbard were joint Merchants and  
partners in business in the said City of  
New York and State of New York doing bu-  
-siness under the name and style of Hubbard  
and Casey That the said Christopher S  
Hubbard is now deceased leaving this affi-  
ant the sole surviving partner of the said  
partnership

This affiant further states that in  
the month of October A.D. 1837 and prior

thru to the said partnership firm of Hubbard & Casey were the legal owners and holders of a certain promissory note bearing date at Chicago September 1<sup>st</sup> 1836 and payable in the sum of forty four hundred and eighty four dollars and ninety two cents six months after the date thereof to the order of Messrs Kingzie Davis & Hyde at the Bank of New York and signed by Henry King formerly of Chicago and State of Illinois, now deceased and being the same Henry King named in the Bill of Complaint filed in the above entitled cause.

This affiant further states that the said promissory note was prior to the maturity thereof endorsed in blank by the said firm of Kingzie Davis & Hyde and by them in due course of business delivered to Simon Hyde and afterwards and prior to the maturity thereof endorsed in blank by the said Simon Hyde and delivered in due course of business to the said firm of Hubbard & Casey.

This affiant further states that during the month of October A.D. 1837 the said Christopher S. Hubbard and this affiant brought suit on the said note against the said Henry King in account

of the non payment thereof by said King  
which suit was instituted against the  
said King in the County of Windham and  
State of Connecticut where he then resided  
That thereupon such proceedings were had  
that at a Superior Court held in the County  
of Windham and State of Connecticut  
on the first Tuesday in October in the  
year A D 1839 a judgment was rendered  
in favor of this affiant and the said Hunt  
bards on the said note against the said  
Henry King for the sum of Five thousand  
One hundred and eighty dollars and eight  
cents damages and costs of suit taxed at  
twenty three dollars and fifty eight cents  
as by the record of said judgment when pro  
duced in Court will more fully and at large  
appear and this affiant to the best of his  
knowledge recollection information and belief  
farther states that the said debt is the same  
debt and the suit the same suit named  
and mentioned in Schedule "A" of the Ag-  
reement made by said King to one Edward  
Edridge and named in the bill filed in this  
cause. This affiant to this best of his knowl-  
edge recollection information and belief farther  
states that the said judgment was never paid  
to the said Hubbard & Casey during the

lifetime of the said Hubbards nor to the said Casey since the death of the said Hubbards and that the whole amount of the same still remains wholly unpaid and is now justly due and owing with interest thereon to this affiant as Survivor of the said Hubbards.

And this affiant further saith that this affidavit is made by this deponent as a creditor of the estate of said Henry King and as a claimant under the order or decree made in the above entitled cause and that he intends proving his said claim and demand thereunder upon leave being granted to him by said Superior Court so to do

H. H. Casey

State of New York

City & County of New York

On this seventh day of October A. D. 1863 before me A. DeWitt Baldwin a Notary Public in and for the State of New York by letters patent under the great seal of said State, duly commissioned and sworn, dwelling in the City of New York personally appeared Henry H. Casey to me known and made oath that the foregoing affidavit by him subscribed was true

Witness my hand and Notarial  
Seal of Office

5ct  
5m Rev  
Oct 7  
1763  
A.D.M.B.

Seal

A. D. W. Baldwin

Notary Public,  
in & for New York City

Endorsement  
Superior Court of Chicago  
Gibson

vs

King Eldridge & others  
Affidant of claim of  
Henry H. Casey

Filed October 12<sup>th</sup> 1863

F. B. Carter Clerk

