

"Exhibit A"

In consideration of ten dollars to me in hand paid by S. Grosvenor we hereby assign all our claim to him the said Grosvenor, that may appear in the assignment of Henry King now deceased to Edward Eldridge under date of 9 Jan'y. 1838 marked schedule B. & therein appearing to be four hundred and forty eight dollars 53/100 & I hereby authorize him to receive what may be produced under the said assignment in my or our name & stead

New York July 21<sup>st</sup> 1853

Robert Atwater  
for the <sup>party</sup> firm of

Atwater & Pomeroy  
Resident  
42 Concord Street  
Brooklyn

175 Broadway  
(Endorsed on back)

Atwater & Pomeroy \$448<sup>53</sup> Jan'y 9/38

In consideration of one dollar to me paid I assign the within to Allen Robbins & authorize him to collect the same at his risk,

Jan'y 2, 1854

S. Grosvenor

Exhibit A referred to by witness Leonard DuStrover  
10050  
1942  
T. Russell Durr for Commissioner

("Exhibit A")

In consideration of one dollar to me in hand paid by S. Grosvenor the receipt whereof is hereby acknowledged I hereby assign over to him the said Grosvenor all my right title & interest in a certain claim against Henry King in favor of H. & D. Tarbox as mentioned in a certain assignment made by said King & Ann G. King to Edward Eldridge dated the 9th day of January 1838 wherein H. & D. Tarbox are placed in schedule B. for the amount of one hundred and fifty seven <sup>7</sup>/<sub>100</sub> dollars said Grosvenor is hereby authorized to receive any dividend that may be declared thereon & it is clearly understood this sale is made at his own risk & subject to all costs incurred thereon of every nature.

New York March 8th 1854

H. & D. Tarbox ~~of~~  
by Hiram Tarbox

(Endorsed on back) H. & D. Tarbox No. 157.75 - I hereby assign the within to Allen Robbins one dollar consideration at his own risk, &c

March 9 1854

S. Grosvenor.

Exhibit A. referred to by witness John P. Conner  
Rusell Dart Jr.  
Commissioner

"Exhibit A"

In consideration of ten dollars to me in hand paid by S. Grosvenor the receipt whereof is hereby acknowledged, I hereby sell transfer assign & set over to him the said Grosvenor all my right title & interest in & to the a certain assignment made to Edward Eldridge by Henry Knight Ann St. Knight dated the 9<sup>th</sup> day of January 1838 wherein I am placed in schedule B. for the amount of four hundred & fifty seven 1/100 dollars it being clearly understood that this sale is made subject to all risks of costs & C to the said Grosvenor & he is duly authorized to receive any dividend that may be made thereon

New York August 25<sup>th</sup> 1853

F. A. Huntington

(Endorsed on back)

F. A. Huntington

apt 457 1/100 Januy 9, 1838

In consideration of one dollar to me paid I assign the within to Allen Robbins & authorize him to collect the same at his risk

Januy 2 1854

S. Grosvenor

Exhibit A. referred to by witness

Walter Barnes

Rowell Dart, Jr. Commissioner

1944

"Exhibit A"

In consideration of twenty dollars to me in hand paid by J. Grosvenor the receipt whereof I do hereby acknowledge & Cornelia A. Loz Tourette the widow & Executrix of James Loz Tourette deceased whereas the late Henry King by deed of assignment made on the 9<sup>th</sup> January 1838 made to Edward Eldridge did acknowledge an indebtedness to the said James Loz Tourette of six hundred dollars named therein in schedule B. which assignment is also signed by Ann G. King now therefore in consideration of the afore said consideration I do hereby assign & set over all my right, title & interest in the aforesaid assignment to the said Grosvenor or to his assigns & I authorize him or them to collect any dividend that may or shall arise from said assignment to my late husband the same as if I had received the same & his acts to operate as a full discharge ~~as~~ for me for any ~~acquaintance~~ <sup>acquaintance</sup> he may give for the same  
September 7<sup>th</sup> 1853

Witness

W. M. Stuart

Cornelia A. Loz Tourette

Ex<sup>604</sup>

(Endorsed on back)

10009  
1745  
Cornelia A. Loz Tourette of & Good July 9.

1838

In consideration of one dollar to  
me paid I assign the within to Allen  
Robbins & authorize him to collect the  
same at his risk

Jan'y 2. 1854

S. Grosvenor

Exhibit A. referred to by witness  
John M. Stuart

Russel Dart Jr  
Commissioner

"Exhibit A"

In consideration of ten dollars to us  
in hand paid by S. Grosvener the  
receipt whereof is here acknowledged  
we hereby sell transfer assign &  
set over unto the said Grosvener all  
our right, title & interest in a certain  
assignment made on the 9<sup>th</sup> day of  
January 1838 to Edward Eldridge by  
Henry King and Ann G. King wherein  
the firm of Thompson & Co. are placed  
in schedule B. for the amount of four  
hundred ninety one  $\frac{5}{10}$  dollars, it being  
however clearly understood that this  
sale is made subject to all costs &  
to the entire risk in the collection of  
the said Grosvener who is duly author-  
ized to receive any dividend that may  
be made thereon.

New York September 30<sup>th</sup> 1853

Orin Thompson

Endorsed on back

Orin Thompson asst. Henry King 491<sup>st</sup> Jan'y  
9, 1838. In consideration of one dollar  
to me in hand paid I assign the within to  
Allen Robinson & authorize him to collect the  
same at his risk.

Jan'y 2, 1854

S. Grosvener

1947

Exhibit A" referred to by Witness  
Henry G. Thompson

Russell Dart Jr.

Commissioner

"Exhibit A"

In consideration of one dollar to me  
in hand paid <sup>by T. Grosvenor</sup> the receipt whereof is  
here acknowledged, I hereby sell & set over  
to the said Grosvenor all my right, title &  
interest in & to a certain claim shown  
in an assignment made the 9<sup>th</sup> day of  
January 1838 to Edward Eldridge by  
Henry King & Ann G. King wherein E. &  
W. Hull are placed in schedule B, for the  
sum of one hundred & twenty two \$2100  
dollars, it being clearly understood that  
this sale is made subject to the risk of  
collection by the said Grosvenor & of all  
costs appertaining thereto & he is hereby  
authorized to receive any dividend that  
may be made thereon,

New York September 26, 1853

E. W. Hull

by Edward Hull Jr.

(In lead pencil) E. W. Hull is dead and his brother  
Edward Hull of 278 Pearl Street, N.Y.  
know his handwriting

(Endorsed on back) E. W. Hull 12<sup>23</sup> Jan 9/38

In consideration of one dollar to me paid I as-  
sign the within to Allen Robbins & authorize  
him to collect the same at his risk

Jan 2, 1854

T. Grosvenor,

1854  
1949

● Exhibit A referred to by witness Oliver  
Hull

Russel Dart Jr  
Commissioner

"Exhibit A"

In consideration of one dollar <sup>to me</sup> in hand  
paid by Seth Grosvenor Esq. the receipt  
whereof is acknowledged I hereby as-  
sign ~~set~~ over to the said Grosvenor  
all my right title & interest which  
I may or may not have in a certain  
claim against Henry King in favor  
of Suydam & Boyd as mentioned in  
a certain assignment by Henry King  
and Ann G. King to Edward Eldridge  
dated the 9<sup>th</sup> day of January 1838  
wherein the said Suydam & Boyd are  
placed in schedule B. for the amount  
of three hundred and fifty dollars  
and the said Grosvenor is hereby au-  
thorized as far as I have any right  
to receive any dividend that may  
be declared thereon, but it is expressly  
understood to be at his Grosvenor's en-  
tire risk on the collection and subject  
to said Grosvenor's costs and charges  
of every nature and kind that may  
be incurred thereon. Witness my  
hand and seal

New York 2<sup>nd</sup> March 1854

Witness

Lambert Suydam Esq

Ro. J. Thorne

10079

1951

Mr. Snyder says that the note for which the assignment was made was burnt up in a trunk of papers & therefore can never come to light or be valid.

(Endorsed on back)  
Snyder & Boyd,  
I assign all my right, title & interest to the within to Allen Robbins at his risk of collection

20 March 1854

S. Grosvenor,

Exhibit A, referred to by witness  
John D. Colute

Russel Dart Jr.  
Commissioner

"Exhibit B"

In consideration of one dollar to us in hand paid by S. Grosvenor the receipt whereof is acknowledged, we hereby sell transfer & set over to the said Grosvenor all our right, title & interest in a certain assignment made to Edward Eldridge by Henry King & Ann, <sup>his</sup> King & dated the 9<sup>th</sup> January 1838 wherein we are placed in schedule B. for the amount of six hundred forty six <sup>83</sup>/<sub>100</sub> dollars. it being clearly understood that this sale is made subject to all risks of cost & c. to said Grosvenor & he is authorized to receive any dividend that may be made thereon

August 11 1853, C. D. T. Roosevelt

Survivor of J. I. Roosevelt & Son,

(Condensed on back) J. I. Roosevelt & Son, 1844 <sup>83</sup>/<sub>100</sub> Jan'y 9/38

In consideration of one dollar to me paid I assign the within to Allen Robbins & authorize him to collect the same at his risk

Jan'y 2, 1854

S. Grosvenor

Exhibit B. referred to by witnesses John D. Colute

Russel Dart Jr

Commissioner

"Exhibit C"

In consideration of one dollar to me  
in hand paid by S. Grosvenor of the City  
of New York, the receipt whereof is acknowl-  
edged we hereby sell, assign, transfer & set  
over unto the said Grosvenor all our right  
title & interest in a certain assignment  
made by Henry <sup>W. King</sup> King to Edward Eldridge  
dated the 9<sup>th</sup> January 1838 wherein we are  
placed in schedule B, for the amount of eighty  
dollars, it being clearly understood that  
this sale is made subject to all risks of  
cost & c & he is authorized & empowered by  
this instrument to receive any dividend  
that may be made thereon

August 20, 1853 at New York Collins Reese & Co,  
per Rob D. Collins

(Endorsed on back)

Collins Reese & Co, D<sup>o</sup>, Jan'y 9/38,  
In consideration of one dollar to me  
paid I assign the within to Allen Rob-  
bins & authorize him to collect the same  
at his risk

Jan'y 2, 1854 S. Grosvenor

Exhibit C, referred to by witness John  
D. White

Russel Dart Jr  
Commissioner

"Exhibit D"

In consideration of one dollar to me in hand paid by S. Grosvenor the receipt whereof is acknowledged, I hereby sell assign transfer & set over unto him the said Grosvenor, all my right title & interest in a certain assignment made to Edward Eldridge by Henry King & Co. G. King dated the 9<sup>th</sup> day of January 1838 wherein Francis B. Rhodes & Co. were placed in schedule B. in said assignment for the amount of three hundred & thirty two <sup>3/4</sup> dollars and the said Francis B. Rhodes & Co. did afterwards make an assignment of all their effects amongst which was this <sup>claim against</sup> assignment Henry King then amounting to the sum of four hundred & two <sup>7/10</sup> dollars to Courtland Palmer & William R. Palmer & which were duly sold by public auction by the said assignees on the 18<sup>th</sup> day of August 1848 at which time I became the purchaser & owner of this claim by said purchase amongst other purchases at the same time - now it is clearly understood & agreed that this sale is made to Grosvenor subject to all costs that may have been, or that may be made & without recourse to me under any circumstances for any principal or taxes.

New York Sept 2<sup>nd</sup> 1853

Chas Gould

(Endorsed on back) Chas Gould, aet. Francis B. Rhodes & Co. 332<sup>3/4</sup> July 9 1838

In consideration of one dollar to me paid I assign the within to Allen B. Bird & authorize him to collect the same at his risk - S. Grosvenor  
Jan'y 21 1854

Exhibit D. referred to by witness John D. Colute

Rural Dart Jr,  
Commissioner

16049  
1755

("Exhibit E")

In consideration of ten dollars to me in hand paid by S. Grosvenor the receipt whereof is here acknowledged, I hereby sell, assign, transfer & set over unto the said Grosvenor, ~~and~~ all our or my right, title & interest to him, the said Grosvenor in a certain claim of Daniel Colt shown in a certain assignment dated the 9<sup>th</sup> day of January 1853 made to Edward Eldridge by Henry King & Ann G. King, placed in schedule B for six hundred & six dollars, it being clearly understood that this sale is made subject to the entire risk of the said Grosvenor full all costs in the collection & he is hereby authorized to receive any dividend that may be made thereon

New York September 27<sup>th</sup> 1853

Wm Churchill & Co,

by B. N. Mansford under  
Assignment of Dan. Colt as  
partner of W. Churchill & Co,

(Endorsed on back)

Dan. Colt \$600 9<sup>th</sup> Jan'y 38, — In consideration of one dollar to me paid I assign the within to Allen Robbin & authorize him to collect the same at his risk

Jan'y 2 1854

S. Grosvenor

Exhibit E referred to by witness John D. Colver

Russel Dyer Jr

Commissioner

1956

In consideration of one dollar to me in  
hand paid by <sup>James</sup> ~~James~~ Cobb in the receipt whereof  
is hereby acknowledged, I hereby assign and sell  
to him a certain claim I hold against  
Henry King, for five hundred & fifty three <sup>100</sup>  
dollars or thereabouts for merchandise sold  
him somewhere about the years 1836 to 1838 & if  
I find any note for the same I will deliver  
it up to him.

New York June 8<sup>th</sup> 1853

Attest

Edward Field

John D. Clute

(Endorsed on back)

Edward Field 553<sup>10</sup>

Exhibit F, referred to by witness  
John D. Clute

Russel Dart Jr  
Comer

In consideration of two dollars to me in hand paid by S. Grosvenor the receipt whereof is here acknowledged, I hereby sell, transfer assign & set over to the said Grosvenor all my right title & interest in & to a certain claim against Henry King contained in a certain assignment dated the 9<sup>th</sup> day of January 1838 made to Edward Eldridge by <sup>the said</sup> Henry King & Ann G. King wherein the late firm of Butter & Barker are placed in schedule B, in said assignment for the sum of three hundred & sixteen 13/100 dollars, it being clearly understood that this assignment is made subject to all costs of suits or otherwise & entirely at the risk of said Grosvenor in the collection & he is hereby authorized to receive any dividend that may be made thereon. — For the late firm of

New York to September 30<sup>th</sup> 1853 } Butter & Barker  
John Butter,

(Condensed on back) Butter & Barker 8316<sup>2</sup> Jan'y 9/38  
In consideration of one dollar to me in hand paid I assign the within to Allen Robbins & authorize him to collect the same at his risk, Jan'y 2 1854 — S. Grosvenor  
Exhibit G, referred to by witness John D. Colute

Reused Part of n. Com

~~1000~~  
1958

This Indenture made the twenty sixth  
day of June one thousand eight hundred  
& forty six, between Francis B. Rhodes of  
New Brighton in the County of Richmond &  
State of New York and Thomas J. Godwin of  
Brooklyn in the County of Kings & State  
of New York, merchants composing the  
firm of Francis B. Rhodes and company  
of the City of New York parties of the first  
part and Carttand Palmer and William  
R. Palmer both of the City of New York (Mer-  
chants parties of the second part, Witnesseth  
That the said parties of the first <sup>part</sup> having  
become embarrassed in their business  
and unable to pay their debts in full, in  
consideration thereof and the sum of one  
dollar to them in hand paid, the re-  
ceipt whereof is hereby acknowledged  
and divers other good causes and valua-  
ble considerations them thereto moving  
have granted assigned, bargained, sold,  
conveyed and confirmed, and hereby  
do grant, assign, bargain, sell, convey  
and confirm unto the said parties of  
the second part and the survivor of  
them, his or their successors and  
assigns, all and singular those two  
pieces, parcels and tracts of land situated

10007  
1959

in the City and County of New York  
on the Westerly side of Lumber Street  
and Northerly side of Beector Street, and  
near the intersection of the same, and  
more particularly described in a certain  
deed of conveyance of even date herewith  
made and executed by said Thomas  
J. Godwin one of the parties of the first  
part, and Abby his wife, to the parties  
of the second part, and also all and  
singular the stock in trade, goods,  
wares and merchandise of said parties  
of the first part specified in the sched-  
ule hereto annexed and marked sched-  
ule A, and signed by said parties of the  
first part, and also all bonds, bills, notes,  
securities for money, book accounts,  
debts, choses in action and personal property  
belonging to said Francis B. Rhodes and  
Company, a schedule of which is to be made  
as soon as conveniently can be and signed  
by said parties of the first part and an-  
nexed hereto and marked B, and also the  
lease of the store in the house number  
120 Pearl Street and 84 Water Street  
now occupied by said parties of the first  
part, and the unexpired term therein and  
thereby granted, and all bills, instruments

10079  
1960

convert all the hereby granted premises into money.

Secondly, In Trust, out of the proceeds of such collections and sales, to pay, satisfy and discharge all costs and expenses incurred or to be incurred in and about the assignment and the execution of the trusts hereby created, together with commissions for their services of five per cent on all sales and collections they shall make, and two and one half per cent on all disbursements or payments they shall make.

Thirdly, In Trust, to pay to the executors of the last Will and testament of Ralph B. Rhodes deceased all <sup>sums of</sup> money due and owing by said parties of the first part to them as executors as aforesaid with the interest which shall be due.

Fourthly, In Trust, to pay and apply the residue of the said proceeds to the payment & discharge of all other just debts and liabilities of the said parties of the first part so far as the same will extend equally in proportion to the amount of their respective demands and without preferring one to another. A schedule of said debts shall be prepared and annexed

hereto as soon as it can be conveniently made, and,

Fifthly In Trust, to repay to the said parties of the first part, or their legal representatives any portion of such proceeds which may remain (if any) after satisfying the trusts aforesaid,

And the said parties of the first part hereby authorize and empower the said parties of the second part and the survivor of them and his or their successors in their <sup>discretion</sup> ~~discretion~~, to sell at public sale to the highest bidder, all choses in action, claims and demands which shall remain uncollected at the expiration of eighteen months from the delivery of this assignment, and which shall in their judgment be uncollectable if at that time they shall be otherwise prepared to close up this trust,

And whereas a large and valuable portion of the hereby assigned premises consists of merchandise which require skillful management and attention in the disposal thereof, and which cannot be expected of said parties of the second part, they are hereby

authorized and empowered to employ such agents and clerks under them in the execution of the foregoing trusts and to pay to them such compensation together with store rent and other charges and expenses of sale out of the trust funds as they shall deem discreet & proper.

And to enable the said parties of the second part the more easily and perfectly to execute the trusts aforesaid, the said parties of the first part do hereby make constitute and appoint the said parties of the second part jointly & severally and the survivor of them his or their successors the true and lawful attorneys of the said parties of the first part and in their place and stead or otherwise to alien, sell and dispose of all and every part of the hereby assigned premises: to make execute and deliver all necessary and proper deeds, conveyances, transfers, receipts, releases and other writings with or without seal which the due execution of the foregoing trusts may require, to ask, demand, sue for, attach, recover and receive all and singular said assigned premises

40082  
1964

to compound, compromise and settle all  
claims, outstanding affairs and controver-  
sies between said parties of the first part  
and any other person or persons, an a-  
gent or agents, Attorney or Attorneys, one  
or more under them, to constitute  
and appoint, substitute and employ, and  
again at pleasure to revoke, and generally  
do all and every thing necessary or proper  
in the premises as fully to all intents  
and purposes as the said parties of the  
first part themselves might have done if  
these presents had not been made, and  
what said parties of the second part  
or the survivor of them, his or their suc-  
cessors, agents, Attorneys, or substitute  
or substitutes shall lawfully do in the  
premises is hereby ratified and confirmed,  
and the said parties of the second part here-  
by accept and undertake the execution of the trusts  
above declared, and for themselves, their heirs,  
executors and administrators covenant and agree  
well and truly to perform & execute the same  
Providence whereof the parties to these presents  
have herunto interchangeably set their hands and

Seals the day & year first above written,

Sealed and delivered } Signed Francis B. Rhodes  
in presence of } Thomas J. Goodwin

~~10089~~  
1965

Moses P. Brown

Wm. Saml. Johnson

Cartlandt Palmer

Wm. Co. Palmer

ES

ES

(Endorsed on back) Exhibit I referred to by  
witness John D. Colute

Russel Dart Jun  
Comin

Know all men by these presents that  
 I Daniel Gott of the City of New York,  
 Merchant, for and in consideration of  
 my indebtedness to William Churchill & Co  
 of said City Merchants, and in full  
 payment & settlement thereof, and also  
 for and in consideration of the sum of  
 one dollar to me in hand paid by the  
 said William Churchill & Co, the receipt  
 whereof is hereby acknowledged, have  
 granted, bargained & sold, assigned, trans-  
 ferred and set over, & by these presents  
 do grant, bargain sell, assign, transfer  
 and set over to the said William Churchill  
 & Co, all and singular the notes, judgments  
 accounts, balances of accounts, claims  
 and demands, particularly mentioned  
 in the schedule hereto annexed, and  
 the moneys principal and interest due  
 and to grow due thereon, to have and

70554  
1966

to hold the same to the said William Churchill & Co, to their own sole proper use, benefit & behoof forever, And I hereby authorize and empower the said William Churchill & Co, to have use and take all lawful ways and means in my name or otherwise, but at their own cost and charges, and for their own use to collect recover and ~~release~~ <sup>realize</sup> the premises hereby assigned, And I hereby covenant and agree to and with the said William Churchill & Co, that I will exert myself to recover and realize the said assigned premises for their benefit without any charge therefor except for actual expenses in the same manner as if this transfer had not been made, and the premises hereby assigned had still remained my property.

Witness my hand & seal this seventh day of July A.D. 1840

(Signed) Daniel Cott (Seal)

Sealed and delivered

in presence of Francis

(Endorsed on back) Exhibit No. referred to by

Witness John D. Clute

Russell Park Jr  
Commissioner

A true copy made from the original by me  
John D. Clute,

10055  
1967

The people of the State of New York,  
to all to whom these presents shall  
come, or may concern,

Send Greeting;  
Know Ye that we having inspected  
the records of our Surrogate's Court, in  
and for the County of New York, do find  
that on the 23<sup>rd</sup> day of June in the  
Year one thousand eight hundred and  
forty one by said Court, letters testa-  
mentary on the estate James La Tourette  
late of the City of New York, deceased  
were granted and committed unto  
Cornelia Ann La Tourette of said City  
the executrix named in the last Will  
and Testament of said deceased, and  
that it does not appear by said records  
that said letters have been revoked,

Our testimony whereof we have caused  
the Seal of office of our said Surrogate to  
be hereunto affixed

Witness My hand and Seal  
of our said County at the City of  
New York the 28<sup>th</sup> day of September in  
the Year of our Lord one thousand  
eight hundred and sixty three

John T. Cornell  
Clerk of the Surrogate Court

1008A  
1968  
Cancelled

19/18 1/2

New York June 2, 1853.

For and in consideration of one dollar to me in hand paid by James Cobb Jr. I hereby assign to said Cobb without recourse to me, the amount due me by Henry King of Brooklyn New York which said amount purports to be Seventy one  $\frac{23}{100}$  dollars with interest since the year 1838

Geo. H. Clark

For and in consideration of the sum of one dollar to me in hand paid by James Cobb Jr. I hereby sell assign to said Cobb a certain claim or demand against Henry King deceased, bearing date February 20, 1837 it being an amount due John Bartlett formerly Leather-dealer in the City of New York and recently of Talbot County in the State of Maryland deceased, which amount purports to be the sum of sum of six hundred thirty one dollars  $\frac{23}{100}$  & interest since above date -

Nov 23, 1853

John Kemp Bartlett  
 Agent of John Bartlett

Assignment dated 1853 : E. P. A. Keyer, to James Cobb, Jr. of claim vs. Henry King, amount \$1742<sup>89</sup>

New York June 6<sup>th</sup> 1853

For and in consideration of one dollar  
to me in hand paid by Genas Cobb Jr  
I hereby sell and assign to the said  
Cobb all of that certain claim  
or demand which Pomroy & Bull  
had against one Henry King decd  
formerly of Chicago Ills and lately  
of Brooklyn N.Y. which said  
claim against said Henry King was  
due in the year 1837 in the amount  
of Eighteen hundred dollars & interest  
from that date which said claim  
has ever since remained unpaid  
or any part thereof

Frederic Bull  
former firm of Pomroy & B

I hereby assign above claim to  
David Gibson - June 6, 1853

Genas Cobb.

1969 1/2

In consideration of one cent to me in hand paid  
 by S. Grosvenor the receipt whereof is acknowledged  
 I hereby sell transfer & set over unto said Grosvenor  
 all the right title & interest in a certain assign-  
 ment made to Edward Elbridge by Henry King  
 & Ann S. King dated the 9th Jan'y 1838 wherein  
 Witherell Ames & Co are therein placed in Schedule  
 B. for Eleven hundred fifty three <sup>60</sup>/<sub>100</sub> dollars  
 it being clearly understood that this sale is  
 made subject to all risks & costs of the said Gros-  
 venor who is hereby authorized to receive any divi-  
 dend that may be made thereon  
 August the 20th 1853 Oliver Ames

Indorsed thereon is the following:—  
 In consideration of one dollar to me paid I assign  
 the within to Allen Robbins & authorize him to  
 collect the same at his risk  
 2 Jan'y 1854 S. Grosvenor

92

For and in Consideration of one dollar to me in hand paid by Allan Robbins Esq of the City of New York I hereby sell and assign said Robbins all my right title interest and claim in and to the following claims or demands against the estate of Henry King deceased for the uses and purposes hereinafter mentioned which said claims aforesaid are set forth in a certain assignment made by said King to Edward Eldridge bearing date 9th day of January AD 1838 and recorded in the office of the recorder of Cook County Book No 5 page No 284 and set forth as follows to wit:

Amount due J H Ransom	\$	200.00
" " O P + H Hyer		1819.12
" " Edwardfield & Co		353.10
" " Pomroy & Bull		1800.00
" " Geo H Clark		1841.83
" " J O Church & Co		1224.20
" " John Bartlett		631.86
		<u>6300.11</u>


Together with the interest due thereon since said 9th day of Jan'y 1838 in trust for collection and settlement with certain other claims set forth in said assignment and assigned said Robbins by Seth Grosvenor of New



1977 1/2

To all to whom these presents shall come, or may concern, Greeting:— Know ye, that I, Nancy, A. King of Norwich in the State of Connecticut, for divers good causes and considerations, and also for and in consideration of the sum of one dollar lawful money of the United States of America to me in hand paid by Edward Eldridge of Hamden, Connecticut, have remised, released and forever discharged, and by these presents do for myself my heirs executors and administrators, remise release and forever discharge, the said Edward Eldridge his heirs executors and administrators of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, trespasses, damages, judgments, extents, executions, claims and demands, whatsoever, in law or in equity, which against the said Eldridge I ever had, am have, or which myself, my heirs, executors or administrators hereafter can, shall, or may have, for, upon, or by reason of any matter cause or thing whatsoever, from the beginning of the world to the day of the date of these presents & especially, I do hereby release and discharge the said Edward Eldridge from all obligations, claims & demands in reference to any deed or deeds of trust & in respect to any land in the State of Illinois or elsewhere, and I do also hereby remise release and quit-claim all lands held by him, wherever situate, of and from all claims and demands of whatsoever name, nature or description

In witness whereof I have hereunto set my hand & seal the 15<sup>th</sup> day of October in the year of our Lord 1845—

Nancy A. King 

Sealed & delivered in presence }  
 of Nathl Gilbert }  
 Harriet A. King }

State of Connecticut }  
 New London Co. & }  
 Norwich October 17 1845 Personally appeared Miss Nancy  
 A. King signer & dealer of the foregoing instrument and  
 acknowledged the same to be her free act & deed  
 Before me Thomas Robinson  
 Justice of the Peace

NT

Superior Court }  
Cook County } <sup>vs</sup> In Chancery

The Deposition of Hannah Eldredge of Pomfret, in the County of Windham and State of Connecticut, a witness of lawful age, produced, sworn and examined, on her corporal oath, on the 30<sup>th</sup> day of October, in the year of our Lord one thousand eight hundred and sixty two, at the house of the Deponent, in the town of Pomfret, in the County of Windham and State of Connecticut, aforesaid. by me Job Williams a Commissioner, duly appointed by a Commission issued out of the Clerk's 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 Hannah Eldredge, a witness in a certain suit and matter in controversy now pending and undetermined in the said Superior Court of Chicago, wherein James H. Peck, is Plaintiff vs. David

Gibson, Jemas Cobb, Edward Eldredge Jr,  
administrators and et al. - Defts - which  
were attached to or endorsed with the said  
Commission and upon none others. The said  
Hannah Eldredge being first duly sworn  
by me, as a witness in the said cause, pre-  
vious to the commencement of her examina-  
tion, to testify the truth, as well on the  
part of the Plaintiff, as the Defendants, in  
relation to the matters in controversy between  
the said Plaintiff & Defendants. So far as  
she should be interrogated, testified and de-  
posed as follows:

John Williams,  
Commissioner.

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

My name is Hannah Eldredge. My age is fifty and upwards. My occupation is farming.

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

I know Genes Cobb, Edward Eldredge for administrator, Henry G. Eldredge, Elira E. Eldredge, Frances A. Eldredge, Constance Eldredge and Amory Samage on the part of the defendants, and Ben L. King, Julia King, Susan M. King, Henry King, Harriet A. King, Edward P. King and Thomas G. King, on the part of the plaintiffs, these are all the parties of the plaintiffs and defendants that I know. I have known all the above named parties for many years, excepting Genes Cobb whom I have known about five or six years.

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

I was acquainted with both of them, Edward Eldredge was my husband.

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

I know that, soon after my husband and myself & family returned from Brazil, which was prior to January 1839 - my husband loaned said Henry King five thousand dollars, in the year 1827 - which sum was afterwards considerably increased - I think no account except

No. 1. Exhibit A, was ever rendered to my husband by Henry King prior to January 9<sup>th</sup> 1838 - showing any indebtedness of the said King to the said Eldredge - At the time my husband loaned to said King the five thousand dollars, he was in embarrassed circumstances, though doing some business - and I think he might have been able to pay the sum loaned (of five thousand dollars) - but he never did pay it, to my knowledge - for the reason that he continued to be more or less embarrassed - I have the original accounts - there are three marked No. 1 - No. 2 - No. 3 - No. 1, is in the hand writing of Henry King, and endorsed in the handwriting of Henry King - "Henry King's account February 1<sup>st</sup> 1834" - and marked by Commissioners, Exhibit A - and attached to this deposition - No. 2, also is in the handwriting of Henry King, the notes in the margin also are in the handwriting of Henry King, the signature, also, & all the writing & figures of the whole paper are in the handwriting of Henry King. The above account No. 2, is marked by the Commissioners, Exhibit B, and attached to this Deposition - These exhibits A & B, were found among the papers of my late husband, they have never been out of my possession;

They are precisely in the condition in which I found them.

The account No 3. is also in the handwriting of Henry King - I have frequently seen him write and am well acquainted with his handwriting -

About two years ago Mr James Cobb called on me and enquired for any papers in my possession, relating to the transaction of his business between my late husband and Henry King - I then made search and found the two exhibits marked A & B among the papers of my late husband - at the same, or about the same time, Mr Cobb left with me the exhibits marked Exhibit C. by the Commissioners, which is attached to this Deposition - those 3 papers, since found, or in my possession have remained in my possession in the same condition as when found, or received - until severally marked Exhibit A, B, C. by the Commissioners.

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

From 1836 to the time of his death he was greatly embarrassed - my means of knowledge are his letters, which from time to time were addressed to myself and family - he married my sister

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

The letters numbered from one to fourteen inclusive, excepting No 9 - which letter is omitted from the fact that it is addressed by Henry King to his wife, and forms no part of this Deposition - are all in the handwriting of Henry King - The numbering of the letters from No 1. to No 14 inclusive, are in the handwriting of Hellen G. Eldredge - The endorsements on No 4. from June 19<sup>th</sup> 1842 - The endorsement on No 6. H King May 1843

Endorsement on No 7. Henry King 27<sup>th</sup> Oct. 1843

Endorsement on No 13 H King 24<sup>th</sup> February 1835 - Memo<sup>d</sup> of account - Endorsement on

No. 13 Henry King Feby 24<sup>th</sup> 1835 - I think all the endorsements are in the handwriting of my son Edward Eldredge - I know the handwriting of my son Edw<sup>d</sup>. Eldredge & my daughter Hellen G. Eldredge - I have frequently seen them write. The said letters hereto attached and marked Exhibit D. make a part of my answer hereto

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

Henry King died about the Summer of 1849 Thomas - Julia - Susan Mary - Henry, Edward and Harriet A King - children and heirs of said Henry King, their respective ages I should think would range from 11 to 30 years

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

My husband Edward Eldredge died September 8<sup>th</sup> 1847 - his children and heirs were -

Mary Anna - aged 25 years

Edward — " — 21 — "

Francis Harriek " — 17 — "

Constance " 13 — "

Henry G. — " 11 — "

Hellen G. " 8 — "

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

I have four letters in my possession purporting to be written by James H. Collins and addressed to said Edw<sup>d</sup> Eldredge, which I found among the papers of my late husband about two years ago - marked by the Commissioner Exhibit E. and attached to this deposition -

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

He died September 8<sup>th</sup> 1847

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

He is in no wise related to me or to my late husband.

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

He is not to my knowledge in any way related to s<sup>r</sup> Henry King.

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

He died September 8<sup>th</sup> 1847 - administrators were appointed on his estate in the County of Windham & State of Connecticut, soon after his death in 1847 - I am not able to state the precise date of the appointment

5 Answer to Cross interrogatory 5<sup>th</sup>  
Letters of administration have been issued to me & my son Edw. D. Eldredge

6 Answer to Cross Interrogatory 6<sup>th</sup>  
I am not at this time Administrator, or acting as such, of the estate of Edw. D. Eldredge dec'd, the settlement of the estate having been closed, and the children all having arrived at full age.

7 Answer to Cross Interrogatory 7<sup>th</sup>  
I have no book or papers in my possession relating to the above entitled cause, other than those already exhibited and made a part of this deposition - nor do I know of any books of accounts, or papers, or letters, in the possession of any other person, relating to the above entitled cause - though I have made diligent search, from time to time for several years.

8 Answer to Cross Interrogatory 8<sup>th</sup>  
I have no deed in my possession or control executed by E. D. Henry King & wife to my

- late husband, of any date, conveying lands in Illinois to my late husband.
- 9 Answer to Cross Interrogatory 9<sup>th</sup>  
I have no letters in my possession written by said King, to my late husband, relating to said assignments, other than those annexed hereto and become a part of this testimony nor do I know of any letters relating to said assignments in the possession of any other persons.
- 10 Answer to Cross Interrogatory 10 -  
He did write many letters on the subject but I know of no other letters written by said King to my late husband, relating to the matters contained in said assignments other than those hereto attached, and become a part of this testimony -
- 11 Answer to Cross Interrogatory 11<sup>th</sup>  
I have no <sup>other</sup> letters in my possession, or under my control, nor do I know of any other letters written by said Henry King to my late husband or any other person relating to matters contained in said ~~deed~~ deed -
- 12 Answer to Cross Interrogatory 12<sup>th</sup>  
I have not.
- 13 Answer to Cross Interrogatory - 13<sup>th</sup>  
He sometimes kept copies, of his letters

and sometimes he did not - if there are any now in existence I do not know where they are -

14. Answer to Cross Interrogatory 14<sup>th</sup>.

The letters and papers shown me under Interrogatory number 6 - to direct testimony relating to the matters contained in said assignment, are all that I have any knowledge of -

15. Answer to Cross Interrogatory 15.

There are no letters or papers relating to the same subject in my possession or under my control, than those contained in my answer to Interrogatory - No 6 - direct testimony - nor have I any knowledge of any letters or papers in the possession of any other person relating thereto -

16. Answer to Cross Interrogatory 16 -

The letters and papers annexed to my answer to direct interrogatory No 6 have always been in my possession since the death of my late husband up to the time or date of this deposition

17. Answer to Cross Interrogatory 17<sup>th</sup>  
I know of no other.

Hannah Eldredge

I, Job Williams, of the County of Windham  
and State of Connecticut, a Commissioner,  
duly appointed to take the Deposition of  
Hannah Eldredge, a witness, whose name is  
subscribed to the foregoing deposition, do  
hereby certify, that previous<sup>to</sup> the commence-  
ment of the examination of the said Han-  
nah Eldredge as a witness in the suit  
between the said James A Rees

is  
Plaintiff - and the said David Gibson,  
Jenas Cobb, Edward Eldredge Jr, Adms, & etal  
are -

Defendants - she was duly sworn by me  
as such Commissioner, to testify the truth  
in relation the matters in controversy between  
the said - James A Rees - ~

Plaintiffs, and the  
said David Gibson, Jenas Cobb, Edward Eldredge  
Jr, Administrator, & etal - Defendants  
so far as she should be interrogated concern-  
ing the same, that the said Deposition  
was taken at the house of the deponent, in  
the town of Pomfret, in the County of Windham  
and State of Connecticut, on the 30<sup>th</sup> day of  
October AD, 1862 - and after said Deposition

was taken by me as aforesaid - the interrogatories  
and answers thereto as written down, were read  
over to the said witness, and that there-  
upon the same was signed and sworn to  
by the said deponents Hannah Eldredge  
before me as such Commissioner at the  
place and on the day and year last aforesaid.

Job Williams  
Commissioner



1963  
11005

# Edward Aldridge Esq<sup>r</sup> In Acct

		w/ly	Dy	..
1833	April 26	To Cash deposited in Fulton Bk.	4750	9, 5 44 00
	27	" " " " " "	500	9, + 26 66
May	1	E & H. Higgin Note 6 mo. 10 ms.	696 6	
		Wolfe & Clarke " 10 " 9 "	304 78	
	21	Jas Barley Note pay'd Nov at.		
		W. S. Bank Plattsburgh	122 23.	2 10
		" W. W. & S. Needs Note pay'd Jan'y	80 94	
		1 May	82 75	
	29	Cash Deposited in the Fulton Bk	330 83	8. 31 73
June	1	" " " " \$300 +		
		Bills \$50 in tolls	350	
	17	Judgement against Sabin, merely \$60.		
		of Ashtabula due May	1300	9. 68 25
		" Wm E Sabin's Note 29 July 1830		
		on demand	61 97	42. 15 19
		" Bal due from Thos. Newhead Esq		
		Care of Allist Eric Penn fee	240 10	13. 18 20
		28 Dec, 1832		
		" D <sup>o</sup> due from Wm E Sabin		
		1 <sup>st</sup> Aug 1833	105 49	6. 3 65
Oct	26	Cash deposited in the Fulton Bk.	1000	3. 5 18 48
		M Goodwin's note 17 Sept. 4 ms	151 78	
		Chamberlain & Morse 164 do	328 6	
		Benjamin Chamberlain note 216 do.		
		8 ms. -	409 14	
1834		D <sup>o</sup> Draft on B. Makeman		
		250 do 6 mos.	300	
Jan	18	Bal. <del>due</del> 1 Feb.	3776 14	554 66
		Dolls.	11183 09	779 06
May	13	To Cash remitted in Ctee W. D. Manning		
		\$174. 01		
		A. Armstrong Chest 184. 00		
		Wm Perry Note 25 ap'ril 7 ms 250.		
		J. Hullcutt & Paul Hunt's		
		note 2 yrs 8 Oct. 1832 300.	908 39	

Part with Henry King Cr.

1833	Feb 1	By Balance due this day	11629	43	121	745	96
		Int. on note <u>not due</u> 696.16				1,9	530
			314	78		10	89
			321	6		2,15	466
			709	14		4,20	1930
			3411			3.	525
		Balance Int	554	66			

1834	Dec 18	By Balance due Feb.	11183	9		779	6
			3776	14			

(Endorsement on Back)  
 No. 1  
 Henry King  
 4c Feb 1, 1834  
 Exhibit A,  
 Job Williams,  
 Edward Eldredge

1784

EX 66.

11006

~~11007~~  
~~11008~~

1785

# Dr. Mr. Edward Eldredge Junr

Date	Description	Amount
1830 Aug 30	Cash	3
	Balance carried down	125 27 50
		125 30 50
1831 July 15	To Cash pd for Diff. to S. K. Grovernor	5 29 19
	18 1/2 mo Int.	58 11
Feb 24	do pd subscription to Com list	2 22
June 7	do pd w <sup>th</sup> two notes \$3000 & 1500	45 00
Dec 28	Yours aft 4 Dec <sup>came</sup> favor S. K. Grovernor	7 00
	7 mo int	28 62
1832 April 28	Forrey & Jenkins note 17 March 6 mos	
	\$908. 61	
	10 mo 1817. 23	
	17 Dec 10 mo. 1067. 1	
	2942. 85-	
	Deduct Cash \$2700	
	Interest & Ex 93.- 2793.	149 85-
	9 mo Int on \$49,85-	7 21
1833 Feb 1	Balance carried down	10629.43
		10613 63
April 26	To Cash deposited in Fulton Bank	750
	Int 9 mo 5 Apr	40. 10
May 27	do do 9 mo 4 "	29. 60
May 19	To P. & W. Keyser note 6 May 10 mo	500
	Wells & Bishop 15 May 9 mo	696 6
May 21	To J. B. Briley note pay 11 mo	804 78
	pay at U. S. B 2 mo 14	
	pay 3 mo 2 1/2 14	122 4
	Wells & Bishop pay 1 mo	51 74
May 29	Cash deposited in Fulton Bank	82 75
	Do Do \$300. & 30	100 00
	note in letter \$50 } 8 mo 21. 73 1	100. 63 5
		10217 2

Over

Acct. Cur with Henry King Cr.

1830		By balance as per acct. rendered, being principally the amt of specie received of Mr Eldredge on his return from St America	4385.12
		This amt due to Eldredge & Nickerson	106.19
Dec 13	"	Your note 24 Dec 1829 at 12 mo	3000
		12 mo interest	210
		12 mo 18 dys on \$4385, 18	321.77
		12 mo on \$118, 19	7.42
	"	Your notes 2 <sup>d</sup> Dec being \$3000, & \$1500	4500
			<u>\$ 12590.50</u>

1831	Jan 1	By balance due this day	\$8027.50
		Due 7 June for 2 notes	4500,
			12527.50

1832	Sept 25	" My acct 90 dys favor Phelps & Peck	29.00
------	---------	--------------------------------------	-------

1833	Feb 1	25 mo interest on \$ 8027, 50	1199.21
		1 month on 2900,	16.92

			<u>16913.93</u>
"	1	By balance due this day	1122.43
		Int on 2 <sup>d</sup> Dec 743, 71	
		Int on notes not due	
		\$694.04 1 mo. 19,	5.30
		304.78 1/2 "	1.59
		709.14 1/2 "	19.30
		300 3 mo	3
	"	balance of interest	55.45
			<u>779.09</u>
1786		Over	11183.09

2 C

1987

~~11604~~  
11007

1833

June

	Prot forward	110,63	3217 42
17	To judgment against Sabine Crossly & Co due May 7 <sup>mo</sup>	68,25	1300
	" Wm E. Sabine note due 29 July 1830 12 <sup>mo</sup>	15,19	61 97
	" bal due from T. Morewood 28 Dec 13 <sup>mo</sup>	18,20	240 13
	" do do from Wm E. Sabine note due 29 July 1830 pay 1 Aug 1833 6 <sup>mo</sup>	3,65	103 49

Oct

26	" Cash depos <sup>d</sup> in Fulton BK 2 <sup>mo</sup> 5	18,48	1000
	" Mr. Goodwins note 17 Sep 4 <sup>mo</sup>		151 78
	" Chamberlin & Morey note 6 Oct. 6 <sup>mo</sup>		921 4
	Benj Chamberlin 21 Oct 8 <sup>mo</sup>		719 10
	do do Ift on Burr Wakeman 6 <sup>mo</sup>		300

1834  
Jan

18	" Bal due 1 Feb	554,14	3764 14
	Dolls	779,6	11183 9
19	To Cash in letter this day " Williams & Housmans check		174 1
	W Armstrong checks		184 48
	Int		143 75
	Wm Torrey & Torrey & Jenkins note 25 April 12 <sup>mo</sup>		250
	" J. Howbert note 2 <sup>ys</sup> from 8 Oct 1832 Int 7 <sup>ys</sup> 8 <sup>mo</sup>		300 161 80
	" Cash recd by you of Mrs C. Perkins \$75 Less lawyers expense .17 8 <sup>ys</sup> 1 <sup>mo</sup> Int		58 33 95
	Balance carried down		4933 89
			6239 91

Prot over

779 4 8 11183 09

Bal

779 4 11183 09

1834

Feb 1 By balance due

3774 14

Jan'y 18 " Int to June 16<sup>th</sup> 1842 @ 4 1/2 %

2213 77

" Horrey & Horrey & Jenkins note

230

6227 91

By balance with int. at 7 % compounded

4933 89

(Endorsed on back)

No 3

He being a/c with Edw Eldredge

18 (part torn off)

Exhibit C

Job Willson

1988

40

H008

~~H008~~ 1989

# Dr Edward Eldridge Esq. In Account

Year	Date	Description	Dolls	Cts	
1830	August 30	To cash (see for what on acct before rend)	\$	9	
		Balance carried down to hpa		12527	50
1831			Dolls	12530	50
July	15	To cash for your draft to J. H. Grosvener 18 1/2 mo int 58. 11		539	19
July	24	" do subscription to com list		2	22
June	7	" do your notes lent me		45	00
Dec	28	" your draft 24 Dec to me		7	00
1832		7 mo int @ 28, 42			
April	28	" Torrey & Jenkins notes 17 march to me \$ 908. 61 10 mo 10 17. 23 17 Dec 10 mo 10 67. 1			
		2942. 85 paid with interest by me at Fulton Bank to your credit			
		Less cash recd \$ 2700.			
		Each Draft 93. 2793		149	85
		7 mo on \$ 149. 85 7. 21 x			
				93. 94	
1833	Feb 1	Balance carried to hpa acct		10628	43
				16519	69
April	26	To cash deposited in Fulton Bank		750	Interest 9m 5 dys \$ 40. 10
"	27	To do - do - do -		550	9. 4. 26. 66
May	16	To E & P Rogers note 10 May 10 mo		494	4 paid
		To Wolfe & Clarke do 10 " 9 mo		304	78 paid
	21	To Jas Backus note pay 1 Nov. at U.S. B. Plat'		122	2 3, paid 2/14
		To Wm. W. & S. W. note pay 1 Jan 1 May		80	94 } Paid
				62	75 }
	29	To cash deposited in Fulton Bank		330	83
June	1	To do - do - do \$ 300 King's letter sent 500 over		350	} Em 3/23
				3217	38 100. 63

To E. Eldridge Esq.  
 J. A. Williams



Can  
2/10

11009

11008

~~11007~~

1991 @ 1000

1883

June

Oct

1884  
Jan

May

	To Amt brought forward.....	\$ 3217 38	100 63
17	To judgment against Sabin, Mosely & Co, of Ashtabula due May	1300	9 <sup>mo</sup> 68 25
	To W. E. Sabin's note 27 July 1830 on demand	41 97	42 15 19
	To balance due from Thos Morehead Jr Care Geo A. Elliot. Erie Penn. due 28 Dec 1832	241 13	13 18 20
	To bal due from Wm E. Sabin 1 Aug 33	105 49	4 3 65
26	To Cash deposited in Fulton Bank	1000	31 5 18 48
	To Mr. Goodwin's note 17 Sep 41 mo	151 78	mo
	To Chamberlain & Mors note 26 Oct 4 mo	321 6	pd
	To Benj Chamberlain 21 Oct 8 mo	7 09	14 80
	To do do Draft on Burr Harkiman 25 Oct, 6 mo	300	pd
18	To balance due 1 Feb 24 <sup>th</sup> down	3776 14	577 66
		11183 9	779 6
13	To cash remitted in my letter of this date in Williams & Herriman's checks \$ 1741 31 in A. Armstrong's checks 1841 68	358 39	8 1/2 mo 143 78
	To Wm Torrey's note 25 April 12 mo	250	Uncredited 9 mo
	To Samuel Remondy's note payable 2 1/2 yrs from 8 Oct, 1832	300	paid 4 yrs 141 88
	To cash recd by you in compromise of dett against W. Co. Perkins \$75-		
	Less pd by you for lawyers fees 17	58	
	Balance to 1/2 paid 24 <sup>th</sup> down	49 93	8 9 187 44
	<del>Sabin's debt</del>	59 00	28 2213 67

51300  
6197  
18544  
11471 26

My acct is not made up as neatly as I could wish  
but I am quite feeble yet & have a great deal to  
take up my time amid my ease & growing out  
of my peculiar situation

1833  
Feb

1	By balance due this day	to	10625-48	12m	Due	212.99
	Int on notes sent you & not yet				1,9 days	5.30
	due to 696.00				15	39
	314.75				2, 15	40.60
	321.6				1, 20	19.30
	109.14				3, ...	5.25
	300.					
"	Bal of interest A/c					584.60

1834

Jan	18	By balance due 1 Feb				11183 9	779.6
		8 of 4 1/2 per cent interest					2213 67
June	15	By Wm Torrey's note taken by J. P. Hall & Butler for their services				250	
June	"	" balance of interest from 1 Feb 1834 to date at 7 per cent				1874.14	
						5900 28	2213 67

June 15 By balance brot down to W/act 4933.89 4933 89  
 Errors excepted  
 Brooklyn 15 June 1844  
 Henry King

No 1

Williams & Harrison

New York 13 May 1834

Dear Sir,

Enclosed are the following checks & notes which please to pass to my credit: Williams & Harrison check on National Bk, 12 May No 684 payable to my order for

Branch Bank of the State of Indiana

\$174.31

And Armstrong check on Phoenix Bank at York Mobile 29<sup>th</sup> April 1834 pay to Emanuel St

Gaines No 834 & endorsed to my order by me to your order for

184.8  
358.39

John Nurbust } Oct 8<sup>th</sup> 1832

Daniel Huntly Note } payable

2 years to S. B. Jewett for 300.

Mrs Torrey note from Joseph Torrey

25 Apl. 12<sup>th</sup> for. 250.

908.39

Both of the above notes I believe will be paid.

John Nurbust & Daniel Huntly Note } may be sent to A. Hagliver when due for collection

Torrey was and is making arrangements as to be clear of debt before the note becomes due & his Brother the endorser is a grocer at Greenwich. I shall send you such papers as I can get out of my collections which is the best I can do.

11010  
1773

If I could have paid you Hyde Co's  
note as proposed for \$5000 a year since  
you would now be paid in full. If I  
am not very much disappointed I shall  
expect to send you in the course of the  
summer good paper & I hope some money,  
sufficient to cover the balance.  
As I had the notes to endorse I thought I  
would enclose the checks also. We are  
all well & desire to be affectionately remem-  
bered to you & yrs.

Yr truly  
H. M. M.

No 2

New York 3<sup>rd</sup> June 1839

Dear Sir,

I have two letters from You one advising of the application of some of my creditors for a copy of my assignment to you & the other relating to an expected arrangement to be made with Mr Bronson concerning Water lots 15, 16, 17 at Chicago. If the arrangement can be carried into effect I shall be glad & all that Mr Spickard has been done to complete it. but it is very doubtful in my opinion whether we shall <sup>succeed</sup> ~~succeed~~. Mr Bronson is at Chicago & we shall soon know more about it. Receiving the assignment I informed Mr. Hasbuck that it was sent to Chicago to be recorded this my lawyer advised me as the most proper course to take. I do not see that You can be released from acting as assignee & I shall endeavour to give You as little trouble as possible. The deed which I gave You of a lot in Chicago is legal & good & You can successfully defend it. no judgment is issued against me & binding till Oct till November I gave You a deed in October. no improper delay in sending the deed

"Exhibit D"  
J. Williams

17012  
1995

for record can be pleaded & the sale under a  
judgment in favor, was most illegal & un-  
justifiable act & the parties know it full  
well; I don't know what Mr. D. S. Wright  
has written <sup>to</sup> You, but I shall not be governed  
by him in his advising opinion & shall  
insist on having your just & legal  
rights to this lot contested.

I return the acct. current,

Mr. Heall has written for an assignment  
of the Torrey note which I promised he  
should have to pay him in part for his  
trouble & expenses in my former assign-  
ment to Mr. Hayes & will thank You  
to sign it & return it to him.

You will please excuse bad pen, paper  
& ink. I have been quite unwell & couldn't  
before answer your last letter, but it did  
not come to hand until a fortnight  
after it was dated.

Yrs in haste  
Henry King

(Endorsed on back)

Opened and Filed Nov 7 1862

Thos B. Carter

Clerk

Edward Eldredge Esq

Wm. H. P. Carter

Connect,

No 3

Brooklyn 8 June 1842

Dear Sir

Yrs dated at N. Haven & enclosing  
 your draft at sight on O Eldredge & Co of  
 Boston for \$25 dollars in favor of Butterfield  
 & Collins I have recd & sent the draft to them  
 The lot of Youngs is in the very heart of the  
 city opposite the public Square & Recorder  
 office & the street it is thought will become  
 the best business st. in Cp A very large Brick  
 hotel has been put upon the lot adjoining  
 the lot is 80 by 180 & has a dwelling & black-  
 smith shops on it which cost \$1200,  
 the Canal price was \$6000 & as Young had  
 put up the buildings & occupied them, by  
 consent of purchasers he was not opposed &  
 took it at the price of \$6000, I gave him  
 \$1000 & paid him \$6500, he paid the first  
 installment of \$1770 & I presumed to pay his  
 notes to B Comr, I took his deed & guar-  
 antee from all claims & had it recorded  
 at the time & the loss of the certificate re-  
 covered to by Spring & Goodrich (the lawyers  
 who made out the papers for us) is deemed  
 of no legal prejudice to my title by our lawyers,  
 The lot cost . . . . . \$6000,  
 One of two other lots as described in  
 my letter to B & Collins of this date & which

"Exhibit D"  
 J. Williams

11017  
 1997

would be very desirable property having  
been bought at appraised price when lots  
adjoining sold for nearly double say 1 lot  $\frac{1600}{7600}$

Deduct by Legislature 73,  $\frac{2533}{\$5067}$

I have paid as you see to C. C. \$5913<sup>82</sup>

I do not believe that a judgment against me  
prior to my assignment can hold or be a lien  
& it is the decided opinion of our lawyers here  
that no title could be given by the State of Ill or  
C. Coms. but to the holders of the C. Certificates  
or their assignees on final settlement;

I have given you all the particulars resp<sup>y</sup>  
the situation of this property & feel confident  
that B. & Collins will make a settlement & get  
the two lots deeded to you & if they do I  
should value them as worth the \$5000 &  
will bring it in a few years,

Spring & Woodrich alluded to in my letters  
would take any advantage of my absence  
or embarrassment & Mr. Balister informed  
me that they had written him to <sup>learn the</sup> ~~have the~~  
situation of the Young property ~~in~~ Balis-  
ter was employed by me in Ill to do some  
trifling business & exceeded his authority,  
suffered me to be taken every advantage of  
possible, let my house be broken open  
my furniture & clothes removed, attached  
Julia's funds on acct of Conant after he

had bought it in at auction for ~~the~~ for one dollar as people would not bid upon it had it sold & Julia lost it, he has been in J. P. Hall's office for 6 mos as a clerk & is there now, he is a most finished & unprincipled palled rascal & has injured & wronged myself & family & property to a degree you can have no conception of, I could not go to Mr Hall to have my papers prepared, He never did pay me hardly any attention & in one or two cases turned me over to another lawyer, When I settled my former business I was obliged to employ another lawyer or I <sup>never</sup> could have settled my affairs Mr. Butler, his partner informed me that you had declined recognizing the note of Torrey & Jenkins & would have nothing to do with it. I always knew that this debt was collectable & they (or Mr. Butler) contrary to my positive instructions, compromised the demand for about \$250, am not sure as to the exact sum, but believe it to be more, Hall & B. are now paid, & I am glad of it, as you declined ~~to have~~ <sup>doing</sup> any thing to do with it, it was in order, to have the papers properly made out & promptly, obliged to you go to a lawyer & am now bound in honor to pay

\$6<sup>50</sup> the first money I can get <sup>possibly</sup> & as this is  
a business transaction I beg you will  
send me this amt, as you will most  
certainly be reimbursed for it, I could  
have drawn up a usual power of  
Atty & assignment, but in an affair  
of this importance did not dare to  
risk any inaccuracy.

~~11017~~

2000

Ms. Exhibit D

Job Williams

Brooklyn 19<sup>th</sup> June 1842

Dear Sir

I wrote you early this month enclosing a copy of my letters to Butterfield & C & their letters to me & C which I hope you rec<sup>d</sup>. Mrs R. I believe sent a letter by some conveyance to Mrs C. Enclosed is a copy of my former acct, with you save one (which you will no doubt find among my papers) & also a statement of my acct, etc to 15 inst. By this acct a balance is due to you with interest to date thereof  $\$4233.89$ .

The interest on Torrey's note was deducted when rec<sup>d</sup> & the int, after due p<sup>d</sup> by me,

# Add to the above balance one half of Sabins Rec, debt say  $\$800$

Needs two notes  $\$1600$   $900$

Balance on which is included interest  $24560$ ,  $589$ ,

Deduct if you should decid to charge 6 instead of 7 per say  $800$   
 $\$5013$

If my title to the Canal lots is perfect (nothing <sup>possibly</sup> can, I think come against it, except a judgment <sup>legonants</sup> ~~to~~) on which is a bid of at  $\$800$  to  $\$1000$  but this could be soon promised for a small sum. The amt of security in your hands at the <sup>deduction</sup> ~~of~~

# When this debt was assigned I considered it one of my best debts and being attachable in Ohio I thought best to charge it to you and was expected to lose a dollar of it.

11015  
2001

by the State of Ills, would about cover the  
bal, but the property would not now sell  
for cash for perhaps half or 2/3 the amt. &  
possibly it would not sell at all without  
a very great sacrifice, I merely make this  
statement to show that notwithstanding  
all the most astonishing & unlooked for  
disasters & reverses & sacrifices I have met  
with in my property yet you could  
not sustain a very severe loss by me, &  
if my life is still spared & I should recover  
my former health I shall not despair of  
having the pleasure to pay you or yours in full,

He who has in his infinite mercy taken  
care of me for 5 to 6 years & has made all  
my bed of sickness for me on my long  
protracted illness (see 41 Psalm, I hoped  
have faith to believe will yet restore my  
health & sustain & prosper me, I have  
been induced to send you <sup>at</sup> another  
copy of my acct. & this time in conse-  
quence of an impression which now  
seems long to have been under, that I  
had paid you "little or nothing, except a  
few doubtful country notes & debts," & from  
the different hints which I have had  
from Mrs. B's family & others, of my great  
indebtedness to you, I have thought it

Had to convince you and Mrs E that charge brought  
against me of suspecting you to support me had no just  
foundation.

my duty to remove these impressions and  
by pointing out the payments which have  
been made in cash & notes which have been  
pd, you can do it. The enclosed letter, I  
have felt it an imperious duty to write  
to Mrs E & I trust with no other view or feeling  
but to properly vindicate my character & my  
conduct towards you & towards your brother  
Wm & M as my bail. I hope I have never  
been ungrateful to you for the aid you gave  
me in the use of your name & I think I can  
assure you of that if our situations & circum-  
stances had been reversed & you needed  
or wished the like assistance that I have a  
heart that would have prompted me to most  
gladly afford it, & to any amt you might have  
deemed it proper & necessary to require.  
Mrs E & daughters join in kind remembrance to  
you & you & I am truly Yours & c

Edw Eldridge Esq,

Henry King

X & to convince you & Mrs E that charge brought  
against me of suspecting you to support me had no just  
foundation. X When this debt was assigned I con-  
sidered it one of my best debts & being attachable in Ohio, I  
thought best to charge it to you & never expected to lose a  
dollar of it X

(Endorsed on back) Henry King

Edward Eldridge Esq

June 19<sup>th</sup> 1842

Pomfret

Connect

11012  
2003

No 5 Exhibit D.

John Williams.

Brooklyn 14 July 1842

D: Sir

I rec<sup>d</sup> this day (Yrs of 12 inst.)  
& recommended you to execute the power  
of Atty to Mr Collins & send it immediately  
Messrs Skinner (another treacherous lawyer)  
has your power of Attorney to me, & other  
papers of importance which he will not  
care to find it will facilitate his own  
or the interests of any of his friends, I sent  
him a good note for \$40 & acct<sup>s</sup> to the  
amt. of some hundreds of dollars & because  
I could not send him a fee in cash of  
\$50 he neglected & declined my business  
he was a friend of Mr. Hoyts & on that acct.  
I employed him, I believe our business  
now is in the best of hands, Mr Collins  
is esteemed a very intelligent experienced  
& cautious Lawyer, & altho' until  
within two years has been a most decided  
infidel (which was one reason & the  
principal why I did not like to employ him)  
he has become a devoted Christian & a  
member of the Presbyterian Church & I  
have now reason to have entire confidence  
in him. Butterfield has been app<sup>d</sup> U.S.  
attorney for Ill. I have had no letters

11022

12004

from B & C but am daily looking for one  
as it regards the claims on Hall & Butler  
I fear it will not avail much for Mrs H  
to call on D. P. Hall. I would suggest the  
propriety of your sending a copy of my let-  
ter to you of 21<sup>th</sup> or such quotations as you  
deem proper to D. P. H. & make a formal de-  
mand for a part at least of the amt. recd.  
Mr. Butler ~~sentary~~ contrary to my positive  
instructions compromised this claim when  
I had the best reasons to believe that the  
whole debt could be recovered. Torrey had  
settled his affairs & was acting <sup>as agent</sup> for Tim  
Wiggins of London & doing large operations  
for him & receiving a liberal salary therefor.  
H & B. & D. P. & W. Halls acct against me  
ought not to consume the whole of the amt.  
recd. their services together were never in  
my opinion worth it. At the time I em-  
ployed D. P. & W. Hall they were so full of  
business & as I thought so indifferent to mine  
that I went to another lawyer & hardly con-  
sulted them, this lawyer rendered me great  
services & charged me \$175 but this was too  
much & I would not allow it.

What I have said resp. this business & the  
Halls is & must be between ourselves for the  
present. The proper time will come when

they all shall know my mind, Mrs K  
was about going to call on Mr W. Ward, but  
I thought she had better defer it till you  
decided what course it was most advisable  
to take under the circumstances  
I hope B. & Co think fa your claim

Mrs K's daughters desire to be offy re-  
membered, I am in haste (to secure this  
mail)

Yrs &c.

Henry King

E. Eldredge Esq

(Ow back)

How Edward Eldredge  
Pomfret  
Connect.

106 Exhibit D.

Job Williams.

Brooklyn 1 May 1843

Dear Sir

Yrs of 27 Ult. is at hand & I deeply regret that you are not willing in this day of the greatest possible distress to lend me your name for a moderate amt. & our security there can be no question or doubt about. I had made the strongest appeal to my personal friends here but as I am now under such great obligations to them for favors & relief received during my sickness & that they could not give me further aid. I have no family connections & but few old acquaintances & my family thought it a duty which I owed to them to ask you for further temporary assistance. My landlord out of sympathy to me has consented to let me stay 10 days longer as the house will not be wanted till that time. which is a great mercy to us. for otherwise we should have been scatter'd among our friends if they would have given us a home until I could get relief. Your offer to give me the use of all the Chicago lots to enable me to raise the \$750 is very kind & I shall do

my best to obtain the money, but in the  
meantime what shall I do? I must have  
\$200 to save us from the most horrid ~~circumstances~~  
~~circumstances~~ consequences to us, <sup>as</sup> a family,  
with this amt. I can get my family placed  
in the country till I can obtain a house  
& take some boarders & have time to effect  
a loan to enable me to do it, besides we  
are literally starving, I have no credit, not  
even with the Butcher or Grocer for a \$1. I  
cannot borrow, my friends think they  
have done enough for me & the most of  
my acquaintances have lost their all &  
others failed & cannot extend the favors  
their hearts would prompt them to do  
if they had the means or even credit  
to <sup>a note</sup> & otherwise assist me.

Will you not <sup>in</sup> these appalling  
circumstances, lend me (your note or give  
me ~~\$~~ a draft on Boston at 6 or 9 mo  
or even 12 mo for this sum of \$200 or at  
least for \$150 & if I can effect a loan to  
remit you the amt. out of the \$750 as  
soon as recd. & you also to look to the prop-  
erty in case I do not succeed to be reimbursd  
My letter will also give you a deed of  
half of section 7 say 320 acres which is  
only 50 cts per acre as additional security

You are aware of the great aversion monied  
men have to loan our property out of the  
city & I cannot expect to succeed but  
from sympathy for me, my monied  
friends are very few indeed. By com-  
plying to my request you cannot  
possibly sustain a loss & will do a favor  
to us that it is impossible <sup>for you</sup> to conceive of,  
unless you can see us without food one half of the  
time & no tangible means to get it unless we absolute-  
ly go to our acquaintances and beg. I am fully aware  
of the losses you have met with and of the strong claims  
you have upon your liberality & sympathy towards near  
friends and relations & I have rather endeavored by  
every exertion in my power to repay you for the old  
balance, than to go to you in the hour of our  
extreme necessities & ~~that~~ <sup>but</sup> in one instance & that when  
we were overwhelmed with trouble & want & anxiety  
since 1830 when you ~~at~~ wished to withdraw from  
me I have not solicited any assistance except the  
above. If you have any friendship or regard for  
the welfare of my family (& I think you have) I beg  
of you to send me your note or draft or relief in anyway  
by return mail.

With kind regards to your family I am truly yours  
Henry King

E. Eldridge Esq.  
(Borrowed on cattle)

H. King

May 1843

Hon. Edward Eldridge  
Pamfret  
Connect

11026

2008

No 7 Exhibit D,

Job Williams,  
Esq. Gloucestre Esq.

Brooklyn 29 Oct. 1843

Sir. I am in receipt of your letter of 19 inst & began to write another "Epistle" in justification of my conduct towards you & of the honorable fulfillment (as far as it was possible under the cir- cumstances in which I have been placed) of every 'sacred solemn promise' I have ever made to you, but my health & strength are too feeble for me to go through with it & it is better that I should "suffer wrong" than recriminate trusting that your "second sober thoughts" will convince you of the injustice you have done me. One thing however I must note respecting the lot I ~~described~~ <sup>deeded</sup> to you when sick at Pomfret which was in consequence of my illness & to secure you in case of mortality & because it was ~~far~~ <sup>free</sup> from any embarrassment. The deed with other was to be taken by myself to Chicago to be recorded but sickness prevented & pending that the most illegal measures had been taken against me, I sent the deed early in Jan. 30 to J. S. Wright to be recorded, a judgment was obtained

against me by the treachery of my own  
lawyer Gallister in November, 37 & the lot  
was sold. Mr. Bronson advised me that  
the deed was still valid if it was delayed  
by accident & belonged by a bona fide  
non resident. I gave you no assurance of  
its validity but what my Counsel advised  
& you wrote B. & Collins by my request &  
I have their letters to you advising that  
the title was lost & the lot sold. No depend-  
ence was therefore placed upon getting  
any thing from the lot & it was admitted  
verbally & by letter to you. The lot was never  
charged to you in any of my accounts  
it nor was it ever referred to or included  
in any statement of the probable balance  
due to you & it seems strange indeed  
that when this lot has been given up  
since 1838 that you should think in  
42 & 43 I had violated a sacred prom-  
ise & ~~assure~~ assurance that the title  
was good & that in consequence you  
was willing to loan \$750 on the strength  
of it. but all my property in Chicago  
& Ill. not subject to attachment & was  
assigned to you in Jan 38 & whether or  
not anything could be got from this lot  
was deemed a matter of no consequence

I am ignorant of the present value of property in &  
B & Collins will not inform & will not write me

as my assignment after providing for  
my ~~debt~~ <sup>bail</sup> secured you & my sister & I am  
now willing to be qualified under oath  
that I verily believed that the property  
would pay all I owed & leave me some-  
thing besides. I cannot assent to your  
offer by taking the half lot. The expenses  
I have paid & advances made to protect the  
property under the assignment are probably  
as much as this lot is worth & with the  
compensation I am justly entitled to  
for my services will amount to more than  
one half of both lots. I propose to take one  
half of the present value of both lots to be  
valued by two or three impartial men  
in Chicago, one half or one third to be  
paid in cash deducting 12 1/2 percent  
from the cash part & your notes with  
int<sup>l</sup> pay at convenient periods to yourself  
or your notes for the whole amount  
without discount all claims on my  
own or my sister's acct. to be relinquished  
& a legal discharge given. I expect to  
be discharged under the Bankrupt Act  
& you can act your own pleasure in  
giving me a discharge from any indebted-  
ness to you. If my health is ever restored  
& I ever possess any property, I shall never

Feel myself ~~entirely~~ exonerated from paying  
You. Had I not been prostrated by sick-  
ness & I would never have demanded  
my just rights under the assignment,  
but when myself & family have been  
almost starving & are still reduced almost  
to begging my imperious duty is to  
claim every dollar which I can with  
justice & moreover I am bound by every  
honorable feeling & promise to return  
money rec<sup>d</sup> on the strength of your  
pledge, which was advanced to keep us  
from suffering the greatest <sup>possible</sup> ~~probable~~  
distress. If these terms are satisfactory  
(and I hope under all the circumstances  
they will be) I shall be glad if You will  
decide at once as I must have some re-  
lief. my anxieties & cares have almost  
reduced me to a skeleton. I am too pro-  
strated in body & mind to continue  
an unpleasant & very painful corre-  
spondence on this business & rather  
than resort to any other course I will  
leave the whole to the decision of any of our  
impartial friends <sup>or acquaintances</sup>. I am Yrs & C

Henry King

I would not dispose of Chicago property  
at present (if the greatest necessity did not require it) I am ignorant

(Endorsed on back)  
Henry King  
Nov 27<sup>th</sup> Oct 1843

Hon Edward Aldredge  
Paisset, Connecy

2012

Job Williams

Brooklyn 2 Sep 1845

Ewd Eldredge Esq,

Sir - I am in receipt of yrs of 25<sup>th</sup> ult, & as soon as I receive a letter from Chicago which I have been expecting daily for the last 10 days, I will decide upon the acceptance or rejection of your "ultimatum"

In coming to this ultimatum you say you give up your just claims for \$2024 besides 2 years int. thereon - In my acct cur<sup>t</sup> with you I calculated the int. at 7 per<sup>ct</sup> & compounded it. If my affairs had not resulted so disast-rously the difference & compound int. between what you agreed to charge viz 6 per<sup>ct</sup> (if a certain Factory stock) paid only that, I should not have noticed or cared for, but under all the circumstances of our position I should feel myself justified in allowing but 6 per<sup>ct</sup> & which is all you can legally collect,

I have therefore in order to correct your misapprehension on the amt justly due to you made a statement of what would be very near the amt due at 6 per<sup>ct</sup>

Am't due 16 June 1844 as per a/c \$4932.87

Deduct difference between 6 & 7 per<sup>ct</sup>

& Int. comp<sup>d</sup> at least 1200

\$3732.87

Add. amt; Sabins debt. say one half &  
Needs note & Int;

1200

4933

Int. 3 Years from 1842 to June 1845 -

at 6 p.c. on \$4933

5718 due 13 June 1845 <sup>486</sup>

Int 2 Yrs on \$4933 for time

sell property & p.c.

590  
6308 due to

You from me in 1847 June 15<sup>th</sup>

If on receipt of my advices from Chicago  
I can possibly feel it my duty to myself & others  
whose interest I represent under my as-  
signment & deed of trust to you for the  
protection of the interests of others, to ac-  
cede to your "ultimatum", I will im-  
mediately advise you,

In much haste secure this mail

I am Yrs &c

Henry King,

(Endorsed on back)

Edward Eldredge Esquire

Pomfret

Connect,

No. 10 Exhibit D

Job Williams

Brooklyn 21 Sep 1843

Gen<sup>d</sup> Eldredge Esq

Sir - I have rec<sup>d</sup> your letter  
of 29 inst & notice the terms on which you are  
willing & will agree to settle our affairs & my  
assignment to you under date of \*

To these terms & conditions I will accede &  
have all the necessary papers in confine-  
-tion with yourself prepared & executed  
as soon as they can possibly be accomplished

It will however be out of my power  
to get the papers from Chicago & have the  
other documents prepared in any reason-  
-able time to obtain the relief my  
family absolutely need under our  
present exigencies & in order to obtain  
which I feel as if I were or might be  
surrendering rights which I could not  
do under other circumstances. My ac-  
-ceptance of your terms which I hereby  
pledge & bind myself & those whose in-  
-terests I represent is in law equally  
binding as if you were in possession of  
the papers & the express understanding &  
-agreement that I hereby relinquish the  
claim on the half lot & all other interests

until the papers are completed & exchanged to you for the security & payment of your acceptance at 6 mo or at 3 mo if required.

Any papers more fully to your satisfaction that you relinquish no security you have until your acceptance is paid. I will give if this letter & agreement is deemed sufficient to protect you. The delays are so great & tardy that it might take 2 or 3 mo in completing the papers. It is impossible for me to get along at all unless I have immediate assistance. The small aid we have had from who I have been compelled to anticipate for several months & I have no resources left even to pay board. I am not in the least aware that I have "set up any claims" which are unrighteous or dishonest & I am willing & would be glad to leave the equity & justice of them submitted to the most profound & distinguished Judge or Judges in the country & abide the result.

I hope & trust therefore that you will send me your acceptance of my draft at 6 mo to my order, pay in A. C. Boston for \$500 accompanied with any papers relating to this specifically secured by the security you have till the papers

agreeably to the terms in Your letter of  
29<sup>th</sup> inst. & my acceptance thereof.

As it regards the surplus over \$5000  
if the Randolph lot sells for more than  
that sum, the agreement must be made  
as payable to me. I trust that my fam-  
ily will ever be properly represented &  
protected in my assets if I should ever  
possess any.

Let me hear as soon as possible,  
I am in great haste - (Yrs  
Henry King

\* In my trunk papers w copy. Can't to send  
this mail get it.

(On back)

How Edward Eldredge  
Pomfret  
Connect.

No 11, Exhibit D

Job Williams

Brooklyn 7 October 1845

Edward Eldredge Esquire

Sir - I wrote you on 30 Sep. in reply to yrs of 29 Sep & have been with some anxiety looking for an answer with your acceptance of my draft for \$500 agreeably to the terms & proposition of yrs of 29<sup>th</sup>. I presume my letter was recd. & I beg you would send the accep as I am in very great need of it

Mrs M. arrived on Friday & desires to be kindly remembered to all the family,

I am have Yrs

Please remit by return mail

Henry King

\$500 Dollars

New York <sup>7<sup>th</sup></sup> October 1845

Six months after date please to pay to my order five hundred dollars at for value received & place to account of

To the Hon. Edward Eldredge }  
Pomfret }  
Connect }

Henry King

I have made two bills & think the one to M. M. & preferable,  
\$500-Dollars Six months after date please to pay to the order of Henry King five hundred dollars for value received (payable at ) & charge to account of  
Yours very respectfully

To the Hon Edward Eldredge }  
Pomfret connect }

Henry King

17038 (op back) Hon Edward Eldredge Pomfret Connect

2018

Exhibit

D.

Job Williams

No 19

Edw<sup>d</sup> Eldridge Esq

Brooklyn 1 July 46

Sir -

I have addressed ~~two~~  
letters to you requesting that you would send  
me a deed for the lot at Chicago & also a bond  
& Mortgage for me to execute in your favor  
for the security & payment of the \$500 lent me - &  
giving me all the time you could for the pay<sup>t</sup>  
thereof, I cannot account for your silence un-  
less you are determined to treat me with contempt  
which I cannot for any reason whatever think  
I am deserving of. I am not aware of ever being  
guilty of any departure of the duty which is  
due from gentleman towards you & I can-  
not but feel wounded in my feelings that  
you should indulge in feelings & hostility &  
disrespect towards ~~me~~ a man who never wronged  
you to say the least - to one whose situation  
as a relative ought at least rather to excite  
feelings of kindness & forgiveness for supposed  
& imaginary wrongs. The advance you  
made me of \$500 on the lot did myself &  
family great good & your kindness in  
granting further indulgence has been of  
great consequence to us & I trust that I  
am not so destitute of a sense of duty to  
my God or to any one who has rendered to  
me the least favor. You must be

aware of the perilous situation of my  
family & I have endeavored to impress upon  
your mind our absolute wants & that  
our present only hope of relief was to ob-  
tain a few hundred dollars on a 2<sup>d</sup> mortgage  
to keep us from starving. (no exaggeration  
or misrepresentation whatever in asserting  
it) till God in his infinite goodness pro-  
vided for us some other way of relief. I ap-  
pealed to your sympathy to give me all  
the time possible to pay the \$500 & to send  
me the necessary papers to enable me through  
friends (If I could find them) to lend me a  
few hundred dollars. But you seem to  
be indifferent entirely to our painful  
situation & refuse to grant what is certainly  
our just due. If you will not indulge  
me in the further extension of the \$500 nor  
give me a deed by which I can obtain  
some relief, I beg of you to let higher & more  
noble feelings prompt you to do it for  
the sake & most distressing wants of the de-  
cendants of a man who if now incurt  
you could not but esteem & feel it the  
greatest honor & privilege to respect & just-  
ify. I conjure Sir not to unnecessa-  
rily pursue a course towards a family  
who are making every honorable struggle

to sustain themselves. Oh sir do not let  
a man advanced in years, prostrated by  
sickness & persecution & misfortune be a  
Subject of your displeasure. I never, no  
never I repeat it to say the least wronged  
You or any of yrs. Everything under the  
most discouraging & adverse circumstances I  
could do protect you, & did & if the lot at  
~~C. B. King~~ <sup>C. B. King</sup> \$5000 (I've no doubt of it) I shall have  
paid You every farthing. If I am still un-  
worthy of your notice I beg of you to signify  
the others at least which your determinations  
are. If my lot brings but \$1000 it must  
be sold at Auction if you are determined  
not to fulfill your contract to give me a  
deed. But for God's sake & the cries of my  
almost perishing family (leave me out of  
the least consideration whatever) & whose  
situation you seem to know nothing of  
let let this last hope be disappointed,  
I have promised two or three friends who  
have relieved us to pay them out of the  
property

(Endorsed on back)

Yours Ever  
Edward Eldredge  
Pomfret  
Connecticut

(No 13)

New York 24<sup>th</sup> Feb. 1835

Dear Sir

Yours of 20<sup>th</sup> is recd. I have made a sketch of your acct. which seems to be all that is necessary at present I did hope & expect to have been able before this time to have good notes & money sufficient to cover the balances due to you, but so tardy have been my settlements & collections that it is impossible, I don't however give up the belief that I have enough left in debts, judgments &c to pay you come what may with the rest of the confidential & other debts - You will have an acct of exchange & difference of interest on several of the debts note charge to ~~you~~ you which can come into your acct. on final settlement. I wish you would instruct Hare & Co to push the judgment against them & more & show them no favor, they are amply able & I would go to the extremity of the law. & make no compromise short of an endorsed note payable at Bank at short date when you send Worrey's note on for collection please to put under his

11048  
2022

signature with a pencil "at Jacob  
 S. Platts." Platts, This note will be  
 paid - My family are all as well  
 as usual & desire to be remembered  
 to you & Yrs

I am truly

Yrs &c  
 Henry King

Dr. Edward Eldredge In apt with Henry King  
 1834 May 13 To Cash remitted in Bank 1834  
 " " Check \$258.39 as per acct  
 " Wm Torrey note pay rec'd due 15 Feb'y 83 777.14  
 25/28 April 1835 250  
 " S. Harbut & D. Hammit  
 note due 8 Oct 300  
 To Dividend & to be recd. 1835- By bal \$2869  
 from James Edmond & Co. Int to 1 Feb 250  
 in G. Hinckle hands say Note of Wadsworth  
 127 p<sup>ts</sup> what they owe 100 will pay 30 130  
 5160 8249

All the notes & debts charged in my former acct will no  
 doubt be paid except perhaps the \$550 rec'd from Sabins.  
 Mostly for the 40 p<sup>ct</sup>. I have much confidence that the  
 Amk is good from what I am told res<sup>pe</sup> the parties  
 (Endorsed on back) to, H. King - 24 Feb. 1835 -  
 Exhibit D,

Job Williams

Edward Eldredge Esq  
 Boston

H. King 24 Feb'y 1835  
 Mem<sup>o</sup> of acct

11030  
 2023

N. 144

Exhibit D.  
J. Williams  
Dear Sir.

Dockport 16<sup>th</sup> May 1842

I wrote you on the 2<sup>d</sup> inst. informing you that I was corresponding with Pufferfield & Collins of Chicago respecting the Canal Lots assigned to you & that they required of me to send them \$25 dollars to secure their attention to this important business and to pay the expenses they would be subject to by going often to Canal Dockport where the Canal Com<sup>t</sup> now keep their office. Mr K recd. a letter to day from Mrs E informing that you were at N Haven & would return in a fortnight or 3 weeks - as I consider it very much for your interest to have B & Collins advice & management of this property, as I am and have been some weeks waiting to hear from you before I could send my papers. I have deemed it advisable to write you at N Haven & to repeat my wish that you would send me \$30 as I have other expenses to pay. B & Collins request me to send them \$25 or \$30, but I will make the smallest sum answer. As I assured you in my letter of 2<sup>d</sup> inst. that it is utterly out of my power to raise this amt, I hope you will see & believe that it is best for you to advance it, to secure

44037  
2024

a greater good.

If it is more convenient for you (being from home) to send me a draft on Boston, or send a draft in favor & to order of B & C on Boston for the \$25 it will be all the same to me -

Please let me hear from you by return mail

I am resp<sup>y</sup> Yrs  
Henry Kneg

Endorsed on Back  
Hon. Edward Eldridge,  
Member of the Senate  
New Haven  
Connec.

(Exhibit 'E')

No. 1

Chicago July 12<sup>th</sup> 1845

Edward Eldredge Esq

Dear Sir -

Your letter of the 2<sup>d</sup>.  
inc. covering a copy of yours of the 21<sup>st</sup> <sup>last</sup> April,  
which enclosed the patents for the Randolph  
Street lot, was recd. this morning. The  
Patent came safe to hand and I had sup-  
posed that I had duly acknowledged its  
receipt - But it seems from your blotter of the  
25<sup>th</sup> inst that I neglected to do so -

I commenced an action of Ejectment a-  
gainst Ludham - expect to turn him out  
next ~~week~~ month - The Randolph Str  
Lot is supposed to be worth at this time  
the sum of \$2500 - cash down

The other half lot 750 - do -

I shall return the patents to you after I have  
got through with it - But shall first get it  
recorded so that in case of accident to the  
patent the <sup>title</sup> ~~lot~~ may appear on record -  
some would estimate these lots to worth  
more.

Respectfully Yours &c  
James H Collins

Endorsement on back Edward Eldredge Esq  
Benefit, Connecticut  
James H Collins July 12. 1845.  
Exhibit 'E' Job Williams

11039

2027

(Exhibit 2)

No 2. E. George March 18<sup>th</sup> 1846,  
Edw & Dredge Esq.  
Dear Sir -

I have received your favor of the 4<sup>th</sup> inst as also of the 27<sup>th</sup> Nov. last enclosing power of Attorney of Henry King - The letter of the 27<sup>th</sup> Nov. was read in the midst of a six weeks term of Court & if I did not answer it, it was because I forgot to do so - In regard to your lots, I think that on Randolph street had better be leased for a term of five years - as it is, I have not & cannot realize sufficient to pay the taxes - I got Nordham out by a writ of possession in August last, yet so poor & miserable is the house that I could not rent it until this winter & then only for a paint shop - If all the buildings were burned down the vacant ground would let for more than ground & buildings - The blacksmith shop is a nuisance & I meant to get it off this spring - I think the whole lot can be leased for a five year's term at at least \$200.~ per year & a friend thinks it can be for \$240.~ I should lease it for that term if it were mine - I should not sell yet as before 5 or 6 years - I suppose it could be sold for \$4000.~ now & I think it will bring at least \$6000.~ in 5 years and I should be disappointed

N<sup>o</sup> 3

Chicago Aug 21. 1846.

Edward Eldredge

Dear Sir - I have for some time past thought it my duty to render you an account of the rents and expenditures upon your property in my charge, but have never found a convenient time until the present. I now enclose it from which you will perceive that the rents have never yet been sufficient to pay the taxes and improvements, ordered by the Common Council of the City - The large item of \$60.26 I paid for building plank sidewalk the width of the lots 12 feet wide. It was well and faithfully built and as cheap as could be done - There is still to be paid an assessment on Lot 6 Block 34 (the Randolph St Lot) of \$6.- for aqueduct leading from the river up Clark, Dearborn & La Salle Streets and of \$8.05 on the half lot - And I am told that the assessment was not sufficient to pay the costs of the aqueduct and that the Council have ordered <sup>a further</sup> ~~another~~ assessments to be made - I have rented the Randolph Street Lot to Dennis & Lady the keeper of the

Lake Street House from 1<sup>st</sup> July last  
to the 1<sup>st</sup> day of May 1851 at a rent of  
Two Hundred & fifty dollars per annum.  
The first payment of rent of \$53.34 to be  
made on the 1<sup>st</sup> Nov. next & the residue  
of the rents to be payable quarterly on the  
first days of Feb., May, Aug., & Nov. - Cady  
to pay "All taxes & assessments" during  
the term "except taxes for paving the streets"  
It is well leased and will now be a  
source of profit to you - The other 1/2 lot  
I made a verbal agrmt. to lease for \$75.-  
per year, but the lessee backed out be-  
fore I could draw the lease & it per-  
mains <sup>vacant</sup> ~~out~~ - The old shop I sold  
for \$25.- The house was so out of re-  
pair after I ejected old Fordham  
that I could get no one but a vagabond  
to rent it, from whom I have recd \$4.-  
& who owes \$11.- which I suppose I shall  
never be able to collect - I must request  
you send me immediately sufficient  
to pay the requested tax Pay \$24.- at  
least. As I have but just recovered from  
a two months sickness & am out of  
funds - The bal. of the two Apts. I suppose  
I must wait for until I receive it from  
the tenant Cady though it is not quite

convenient for me to do so,

I am respectfully Yours,  
Jas. H. Collins

Edward Eldridge

To Butterfield & Collins Dr.  
For services in perfecting title to  
your Chicago property \$30.00  
Do taxes paid on the same (City for 1843) 11.93  
Do do Co. and State for 1843 12.63  
Or, \$35.61<sup>58</sup>  
By Cash or draft 20.00  
\$35.61

Edward Eldridge

To James H. Collins Dr.  
To Bal paid by me to perfect title to your Chicago  
property at the Canal office \$56.72 Canal Strip pur-  
1844 chard at 25<sup>c</sup> per 100 \$11.18  
Dec 7 To Cash paid Me for Jones & Bee for building  
side walk in Nos. last (by order of the City Council) 60.26  
Nov. 20 To Cash paid City taxes for the year 1844 19.20  
1845  
Apr. 26 To Cash paid County & State taxes for 1844 15.00  
Decr 22 To do. do. City taxes for 1845 11.20  
To do. do. County & State for 1845 11.98  
To Court suit & Padham Ejectment (Atty fees) 20.00  
To Court Sheriff & Clerk 3.93

11047  
2029

To Agency to Aug 1<sup>st</sup> 1846 ~~~~~

20.00  
\$ 180.00

Cts

By Cash on Taylors leave	\$25.00	
By do on Chapins do	25.00	
" " for old Blacksmith Shop	25.00	
" " from Mrs Page	35.00	
" " from Wrights Speakehouse	4.00	
" " do do do	5.00	
" " L. McHenry ~	5.00	124.00
Balance due		<u>\$ 56.75</u>

56.75

35.61

92.36

9 -

Rec<sup>d</sup> after acct was made up.

\$ 83.36

(Endorsement on back letter)

Dr. H Collins Aug 2 /46

Exhib<sup>t</sup> E.

Job Williams  
Edward Eldridge Esq  
Poufret  
Conn.

(Exhibit E.)

No 4

Chicago Sept. 21. 1846

Edward Eldridge

Dear Sir - Your favor of the 10<sup>th</sup> inst enclosing your draft upon Messrs C. Eldridge & Co Boston for Twenty Four Dollars was rec<sup>d</sup> this morning and the amount placed to your credit -

I have no further use for the patents for Sols 6, Block 3<sup>d</sup> and therefore enclose it agreeable to your request - The half lot I will not lease as you request without further direction.

Yours Respectfully  
James H. Collins

(Endorsement on back.)

James H. Collins. Sept. 21/46  
Exhibit E - Job Williams  
Edward Eldridge Esq

Comptrol  
Conn.

Settlement with H King & a patent  
of lot in Chicago - discharge from  
Nancy A King,

Open'd & filed Nov 7<sup>th</sup> 1842  
Thos B. Allen AK,

Superior Court of Chicago  
In Chancery

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

James H Peer  
v  
David Gibson  
et al } Supplemental Bill

David Gibson  
v  
Thomas B Bryan  
et al } Supplemental Bill

The evidence of Francis C Sherman David Gibson and Lenas Cobb taken in open Court on the hearing wherein the above parties and others are parties litigant: the said witnesses having been severally sworn &c.

Francis C Sherman called as a witness and duly sworn was examined in chief by Mr. Kales and testified as follows

- q How long have you lived in Chicago  
a Since April 1834
- q In 1845 were you acquainted with the property where the Sherman House is now situated and also the adjacent property lying next west on Randolph St in the city?  
a I was
- q Were you at that time and are you now acquainted with the value of the property?  
a Well somewhat — Yes Sir
- q As it was in 1845?  
a Yes Sir
- q How did you become acquainted with the value of the property at that time?  
a In the winter of 1845-6 from my best recollection — It is impossible for me to state directly except by referring back to my papers I think in January or February I purchase lot

- 7 lying next east of this property
- Q You had occasion at that time to inquire into the value of the adjacent property by purchasing <sup>3</sup>.
- a By purchasing
- Q State what is your opinion in the fall of 1845 was the value by the front foot of Lot 6 in Block 34 in the original town <sup>3</sup>.
- a At that time we didn't figure so much by the foot as by the lot.
- Q State in round numbers what in your opinion was the value of the lot <sup>3</sup>.
- a In my opinion the value of the lot was \$5000. There was not much difference in the value of the property in six months after that property stood about the same.
- Q Was there any difference in the value between lots 6 and 7 <sup>3</sup>.
- a I think not I don't know it should be
- Q Lot 7 was a corner lot <sup>3</sup>.
- a ~~no~~ lot 8 was the corner lot lot 7 is next west of the corner I purchased lot 7 in the winter and Spring.

- Q What was the frontage of lot 7?
- A Eighty feet or thereabouts
- Q What was about the frontage of lot six?
- A The same all the same
- Q Do you know the depth of the lots?
- A 180 feet — some little fraction over probably.
- Q Are they all the same depth?
- A The same depth. In surveying they divided the fraction giving each lot its share
- Q Do you know the market value of either of these lots about the time you have spoken of? You have spoken of buying one of the lots?
- A I bought lot 7 and paid \$5000 and got my title the 21st of March I think my abstract shows that. I could not lay my hand on my deed, but my abstract shows I got title the 21st of March and my best recollection is I purchased it some little time before
- Q Was it a cash or time purchase?
- A I cannot tell you but I think it was pretty much a cash purchase.

It is impossible for me to refer to circumstances occurring at that time without some statistics to go to I can state that I considered the lot at the time cheap as I should not have bought it.

By Mr. Stack

Q You did consider it cheap?

A Yes Sir I did consider it cheap at the time. In the winter of 1846 about February I should think I made the bargain for it and got the title the 21<sup>st</sup> of March according to the abstract

Q This lot is what you have recently built on?

A A part of it I purchased the entire lot and sold some - some of the South West part of it

Q You recently purchased it back?

A Yes Sir

Q At a considerable advance?

A If you wish to know I will state it

Q You say you considered it cheap when you paid \$5000 for it?

A I did

Q What is the reason why you bought it?

a Well I bought it as I buy any property  
I bought it because I considered it was  
a good bargain.

Q Was it forced sale of any kind?

a I think not I don't know it was

Q Do you remember ~~who~~ you bought it off?

a My best recollection is I made my bargain  
with James H Woodworth but there were  
other parties connected with the title so  
I see by the abstract we had to send  
away and get some other parties to  
join in the title.

F. C. Sherman

Subscribed & sworn to  
before me this 27th day  
of Jan'y 1868

A. Jacobson  
Clerk

It is admitted that the  
present ground value of the Washington  
Street property exclusive of improvements  
is one thousand dollars per foot making  
forty thousand dollars.

\*  
David Gibson being called as a  
witness and duly sworn was examined  
in chief by Mr. Kales and testified as

follows.

Q Where do you reside ?

A Cincinnati Ohio

Q Are you the same party who is named as the complainant in this case ?

A Yes Sir

Q Do you recollect of purchasing an interest or of obtaining deeds from Ann C King and Thomas C King and others heirs of Henry King in about 1854 of some interest or claim in the property ?

A Yes Sir

Q Will you state how much was paid ?

A I paid Eleven thousand dollars

Q Mr Stark : - To the Kings ?

A Yes Sir

Q Who conducted the negotiation on behalf of the Kings ?

A Seth Grosvenor.

Q He was a brother of Mrs Kings ?

A I think so that is what I understood

Q You paid at that time \$11,000 ?

A \$11,000

Q Do you remember some time in the year 1857 having a negotiation with Mr Zenas Cobb in reference to the title

of the Eldridge heirs ?

a Yes Sir

q Do you remember what time in 1859  
it was that it took place ?

Was it the early part or what part ?

a It must have been the early part I  
think

q At that time you had this negotiation  
with him did Mr Cobb claim to have  
some interest - to have the Eldridge  
heir interest in himself ?

a Yes Sir

q He simply claimed to have ~~some~~<sup>an</sup> interest ?

a Yes Sir

q I notice here in a deed having date the  
19th of September 1857 from the Eldridge  
heirs to you in which it is recited this  
a deed to you as the assignee of Zenos  
Cobb: I will ask you how much you  
paid ?

a Ten thousand dollars

q Did you pay that to Mr Cobb ?

a Yes Sir

q At what time was it you made  
that payment ?

a I don't exactly recollect ?

Q About the time of this deed?

A I think so

Q At the time that you obtained this deed — it bears date and is acknowledged the 19th of September 1857 — at that time what knowledge had you of claims or of anybody making any claim outside of the claims which were claimed to have bought up. What knowledge had you of any other claims?

A I had no particular knowledge of any other claims I knew there were some I had heard of it <sup>but</sup> what they were I didn't know.

Q Who did you hear held any of those claims at that time outstanding that you hadn't got?

A I really could not state it is a thing I never bothered my head much with.

Q Can you state whether you had heard of a claim of Hasbrook + Beck against this property?

A I had not

Q I will ask you if you had heard at that time that there was any claim or claims of Dissosway + Brothers

of New York?

a No Sir I had not

q I will ask you if you had heard at that time of any claims of any persons on account of drafts drawn by King Merritt and Chapman?

a No Sir I had not

q Had you at that time heard in any way that there were any claims on account of endorsements of King on the notes of J.W. Coffin?

a No Sir

q Had you heard anything in reference to any claim of White Richards & Co.?

a No Sir never heard of it

q How is it in regard to a claim of Joseph Pierce & Co.? Had you at that time heard of that?

a No Sir

q What if anything had you heard of any claims of anyone on account of the book accounts between Simcon Hyde and Henry King?

a I don't remember of having heard of it

q What had you heard if anything in regard to a claim of Pomeroy & Bull

of New York?

a I had never heard anything of it

q What if anything had you heard of a claim of Mr Nutty + Chapman once of New York?

a Nothing at all

q Or Siedam Jackson + Co?

a Never heard of it

q I observe here some assignments of claims taken in your name prior to 1855 and you have also stated Mr Zeno Cobb made some claims in regard to this property: I would ask you in the whole how <sup>much</sup> money you have paid for the different interests in the aggregate — how much money you paid including whatever claim Cobb claimed to have in this property?

a I think about \$ 51,000.

q Ten thousand dollars of that was for the Eldridge heirs interest so called?

a Yes sir

q Eleven thousand dollars was for the King heirs interest so called?

a Yes Sir

q How about the other \$ 30,000?

a I gave Mr Cobb \$ 30,000 for his interest

Q Do you remember about the date when it was you gave Mr Cobb - when you allowed him the \$30,000?

A It was sometime in 1857 I think

Q State whether you took possession of this property about that time or when?

A I had possession of it about that time.

Q How long did you continue by yourself and tenants to hold possession?

A Up until about two years ago

Q Up to about the time you sold to Thomas B Bryan?

A Yes Sir

Q How much did Bryan bargain to give to you for the property?

A One hundred thousand dollars

Q Who has held that piece of property since that time?

A Mr Bryan

Q Since 1865?

A Since 1865

Q He is now in possession?

A He is now in possession.

## Cross Examination

By Mr Barden

- Q You are the Mr Gibson mentioned in this suit? You are a party to this suit?
- A Yes Sir
- Q You filed the original bill in this suit did you not?
- A Yes Sir
- Q I was on the other side of the room when you were speaking about Mr Zenas Cobb! you bought Mr Cobb out you say?
- A Yes Sir I gave him \$30,000
- Q When was that?
- A Some time in 1857
- Q Did you say he was in possession at that time — that Mr Cobb was in possession?
- A He was the joint owner with me at that time from the time I first purchased of the Kings heirs
- Q He was the joint owner with you when you bought of the Kings heirs?
- A No I had nothing to do with it until I bought it from the Kings heirs.

Q Were you a joint owner with Lenas Cobb at that time and from that time?

A From that time

Q I would ask you what you know about the receipt of rents of property from the time when the bill was filed down to the time you sold Bryan?

A Mr Cobb collected the rents

Q He was receiving the rents?

A Yes Sir

Q After 1857 and during 1857 until you sold to Bryan who received the rents and profits?

A Mr Cobb was collecting the rents

Q Mr Cobb was collecting the rents and was in possession of the property until the time that the possession was delivered to Mr Bryan?

A Yes Sir

Q Did he ever state any account to you of the rents received by him?

A I knew about what he was getting from time to time.

Q He never furnished you any statement?

A No Sir

Q Do you know what the property rented for per annum?

a Well along at that time it rented for something like five thousand dollars.

q When was that?

a That was probably in 1857

q What did it rent for afterwards?

a It never rented for any more I think it was higher in 1857 probably than it was afterwards.

By Mr. Kales Did not that five thousand dollars include the adjoining lots also?

a Yes sir that is the whole thing

By Mr. Berden

q The adjoining forty feet was eighty feet deed?

a Yes sir. That rented for twenty four hundred dollars I believe there are two houses that rented for twelve hundred dollars each.

q There were four houses on this?

a I believe there was the same as now

q What did they rent for a piece?

a That I don't remember

11066 a They were the same class of houses as on  
12046

the forty feet?

a No Sir not so good

q There was a large livery stable in the rear?

a Yes Sir

q Did you buy this of Cobb before this deed was made of the nineteenth of September 1857?

a Yes Sir after that

q I will ask you whether at the time you sold to Bryan you was aware there was an <sup>order for an injunction</sup> injunction on the records of this Court in this case on the supplemental Bill of Rees enjoining from doing anything?

a I didn't know it

q You were not personally aware of it?

a No Sir I hadn't been up here for some time and Mr Bryan came down to Cincinnati. I never saw the man before I made the sale in my office and if there was anything of that kind I didn't know it

q I suppose you were aware there had been made an order in this court appointing Mr Cobb receiver of that property?

- a Yes sis I believe I knew that
- q I suppose you didn't see the Eldridge heirs yourself personally?
- a I have seen some of the Eldridges at different times
- q The money you paid to Mr Cobb?
- a I paid the money to Mr Cobb
- q You say you paid out fifty thousand dollars or something like that?
- a Yes sis I paid out in actual cash some fifty one thousand dollars
- q That would be the amount you paid to Cobb and the amount you paid the Eldridge heirs and the amount you paid the King heirs?
- a Yes sis. Eleven thousand dollars ten thousand and dollars and thirty thousand dollars Those were the sums
- q When did you and Cobb first obtain possession of the property?
- a That I could not say
- q Sometime before 1857?
- a It was prior to 1857
- q How long
- a I don't remember
- q A couple of years.
- a I think more than likely I think it

- was privas probably to 1856.
- q Either you or he received all the rents of the property from that time up to the time you sold to Bryan?
- a I believe he received them
- q He has been acting all through this matter as the agent of yourself has he not?
- a Well yes sir after I made the purchase from him he acted as my agent.
- q Before that time he was acting as your Agent and on his own behalf?
- a Before that he was a partner with me in the property
- q He was acting as your agent so far as you were concerned?
- a He was acting for himself + me together also acting for me as Agent in other property from 1857

David Gibson

Subscribed + sworn  
before me this 17th  
day of Jan 1868

A Jacobson

CR

\*

~~11069~~

2049

## Re-direct Examination

By Mrs Kales

- Q When you say that Mr Cobb was acting as your agent do you mean with reference to this or in reference to other properties of yours in the city of Chicago?
- A He was acting as my agent for my property in Chicago Block 60 and other properties I have got there
- Q Prior I mean to 1857?
- A Yes Sir Mr Cobb was acting for me two or three years
- Q As to other properties?
- A As to other properties
- Q When did he first commence to act as your Agent as to this property Lot 6 in Block 24?
- A Not until after I bought him out
- Q Not until after you bought him out?
- A Yes Sir
- Q You have stated that you had no knowledge of any injunction order — No actual knowledge of any injunction order preventing you from selling the property

No Sir

- Q I will ask you if you was ever served with any such order?
- A Not that I remember
- Q Do you remember that at the time of making the sale that you made inquiry of me whether there was any impediment in the way of your making any sale of the property?
- A Yes sir I remember asking you I don't remember exactly the time of the sale but prior to that I had been in Chicago.
- Q About the time of the sale is what I mean?
- A Yes sir
- Q I will ask you what advice I gave you as to whether there was anything in the Court of Records that was in the way of your selling?
- A You told me there was nothing to hinder me from making a sale
- Q And you knew nothing to the contrary?
- A No sir
- Q You have been an Owner of property in Chicago and had been for a long time prior to 1857?

I think I made some purchases in 1857

q By way of investment?

a yes sis

q Were you familiar in 1853 and 1857  
along there with the value of prop-  
erty in Chicago? Did you know in  
regard to the value of it generally?

a yes sis. I knew something about it  
I had been here once every year or  
two or three years

q In 1857 what in your opinion was the  
value of this property Lot 6 in Block  
34 the 80 feet front?

a Sixty thousand dollars was the value  
of that

q you think it was worth about  
\$ 60,000 at that time?

a yes sis

David Gibson

Subscribed & sworn to  
this 17th day of January  
A.D. 1868 before me

A. Jacobson

clerk

Zenas Cobb being duly sworn was examined in chief by Mr. Hales & testified as follows.

Q Are you acquainted with the hand writing of Job Williams?

A I am

Q Did you ever see him write?

A Yes Sir

Q Where did he live?

A He lived in Pomfret

Q Look upon the signature signed in the presence of Job Williams & say in whose handwriting it is?

A It is Mr. Williams

Q Where was Mr. Williams when you last knew him?

A He was in Pomfret Conn

Q Did he reside there?

A Yes Sir

Q Did you know the persons and see them sign the instrument?

A I did

Q At what time?

A The date of this instrument

Q This one is dated the 19th of September 1859?

- a The 19th of September and afterwards  
a In whose handwriting is the body of  
the instrument  
a I amine

The counsel for the defendant  
then offered the paper in  
Evidence referred to.

## Certificate of Sale

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 twenty first day of April 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 Thursday the twenty first day of April in the year one thousand eight hundred and forty two

Present Samuel R. Betts District Judge

Sheldon P. Church of the City of Brooklyn N.Y. having on the twenty first

day of March last past, filed a petition, duly verified, praying to be declared a bankrupt, and satisfactory proof being made of due publication of notice to all persons interested, to appear in Court, and show cause against said petition; and the Court being now moved to grant the prayer of said petition, and no cause being shown to the contrary, and the petition and proofs having been inspected and considered by the Court, and having been found in conformity with the requirements of the acts of Congress; it is thereupon, on motion of Mr Archibald Hiltou of Counsel for the petitioner Ordered and Decreed by the Court, that the said Sheldon P Church be and he is hereby declared and decreed a Bankrupt pursuant to the act of Congress entitled "An act to establish a uniform system of Bankruptcy throughout the United States" passed August 19, 1841.

And it is furthermore ordered by the Court, that the Clerk certify and deliver this Decree to William C. A. Daddell, the Official or General assignee in Bankruptcy, appointed and designated under the rules and regulations of the Court.

I, Charles A. Petts, Clerk of the said Court, do certify that the above Orders and Decrees were this day made by the Court, and duly

entered in the docket of Bankrupt proceedings.

Charles O. Peas, Clerk of the District Court of the United States for the Southern District of New York.

And the assignee aforesaid, having authorized a sale at public Auction, to be held on the 2<sup>nd</sup> day of June 1840 at No. 47 Liberty Street in the City of New York, pursuant to the provisions of the 61<sup>st</sup> and 62<sup>nd</sup> Rules of said Court, by advertising the same ~~city~~ <sup>six</sup> days, and James McMillan having at said sale purchased the assets described in the memorandum hereinafter written.

And the said McMillan having assigned the said asset to Genas Cobb Jr. of Chicago, Ill. Now then, in consideration of said sale and purchase, and of one dollar to me in hand paid, I hereby convey to the said Genas Cobb Jr. all the interest which the said Bankrupt had at the time of said sale, and which I have a right to convey, [of, in and to the matters described in said Memorandum] by virtue of the act referred to and the Decree aforesaid, as far as the same are set forth in the copy of the Inventory delivered to the Assignee pursuant to the 6<sup>th</sup> Rule of Court and the Memorandum aforesaid,

the Assignee not in any manner verifying  
the correctness of such Inventory.

Memorandum.

A Judgment against Henry King late of Chicago  
State of Illinois, in favor of Sheldon P Church  
and John R Church, being obtained in Cook  
County, Illinois, on two Drafts drawn by said  
Henry King on Simon Hyde of New York &  
by him accepted, in favor of S P Church &  
1 dated May 16<sup>th</sup> 1836 payable 8 months  
after date, for \$821. 60 & 1 dated December  
30<sup>th</sup> 1836 payable March 1<sup>st</sup> 1837 for \$12. 60  
formerly in charge of Grant & Peyton, and  
since in the hands of Messrs Scammon &  
Judd Attorneys of Chicago.

New York June 3<sup>rd</sup> 1853

W. Country & Waddell.

District Court of the United States, For the  
Southern District of New York.

I, George H. Norton, Clerk of said Court, do  
Certify, that William C H Waddell was  
the duly appointed assignee in Bankruptcy  
as set forth in the annexed Instrument  
And that Sheldon P Church received his  
decreed in Bankruptcy at the time therein  
mentioned, to wit, on the twenty first day  
of April A.D One thousand eight hundred

and forty two.

In testimony Whereof, I have affixed my  
name and the Seal of said Court, this  
fourth day of June A.D. one  
thousand eight hundred and  
fifty three and of our Independ-  
ence the seventy seventh,  
Seal } Yes H. Morton, Clerk for the  
Southern District of New York,  
Certificate of Sale.

Whereas, by an order of the District Court of the  
United States of America, for the Southern Dis-  
trict of New York, sitting in Bankruptcy under  
and by virtue of an Act entitled "An Act to  
establish a uniform system of Bankruptcy through-  
out the United States," passed on the nineteenth  
day of August, in the year one thousand eight  
hundred and forty one, it was, on the seventh day  
of May in the year 1842 duly decreed and de-  
clared, 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 seventh day of May, in the  
year one thousand eight hundred and forty two  
Present Samuel R. Pettit, District Judge:  
John P. Church of the City of Brooklyn N.Y.

having on the seventh day of April last  
past, filed a petition, duly verified,  
praying to be declared a Bankrupt, and  
satisfactory proof being made of due  
publication of notice to all persons interested,  
to appear in Court, and show cause against  
said petition; and the Court being now  
moved to grant the prayer of said petition,  
and no cause being shown to the contrary,  
and the petition and proofs having been  
inspected and considered by the Court, and  
having been found in conformity with  
the requirements of the Act of Congress;  
it is thereupon, on motion of Mr. Archibald  
Hilton of Counsel for the petitioner Ordered  
and Decreed by the Court, that the said  
John P. Church be and he is hereby declared  
and decreed a Bankrupt pursuant to  
the act of Congress entitled "An act to  
establish a ~~un~~ uniform system of Bankruptcy  
throughout the United States" passed August 11,  
1841.

And it is furthermore ordered by the Court,  
that the Clerk certify and deliver this Decree  
to William C. A. Haddell, the Official or  
General Assignee in Bankruptcy, appointed  
and designated under the rules and Regu-  
lations of the Court.

I Charles D. Pettis, Clerk of the said Court,  
do certify that the above order and decrees  
were this day made by the Court, and  
duly entered in the Docket of Bankrupt  
proceedings.

Charles D. Pettis, Clerk of the District Court of  
the United States for the Southern District  
of New York.

And the assignee aforesaid, having auth-  
orized a sale at Public Auction, to be  
held on the second day of June 1843 at No.  
47 Liberty Street in the City of New York,  
pursuant to the provisions of the 61<sup>st</sup> and 62<sup>nd</sup>  
Rules of said Court, by advertising the same  
six days, and James McMillan having at  
said Sale purchased the asset described  
in the memorandum hereinafter written  
and the said McMillan having assigned  
the said asset to Genas Cobb Jr of Chicago  
Illinois.

Now then, in consideration of said sale and  
purchase, and of one dollar to one in hand  
paid, I hereby convey to the said Genas Cobb Jr  
all the interest which the said Bankrupt  
had at the time of said sale, and which I  
have a right to convey, of, in and to the assets  
described in said Memorandum, I by virtue of  
the act referred to and the Decree aforesaid,

as far as the same are set forth in the copy  
of the Inventory delivered to the assignee Purs-  
uant to the 6<sup>th</sup> Rule of Court, and the  
Memorandum aforesaid, the assignee  
not in any manner verifying the cor-  
rectness of such Inventory.

### Memorandum.

A Judgment against Henry King late of  
Chicago State of Illinois, in favor of Sheldon  
P Church, and John P Church, being ob-  
tained in the County of Cook, Illinois, on two  
Drafts drawn by said Henry King on Simons  
Hyde of New York, and by him accepted in favor  
of S. P Church & Co.

One dated May 16<sup>th</sup> 1836 payable 8 months after date  
for \$821.60 and one dated December 3<sup>rd</sup> 1836  
payable March 1<sup>st</sup> 1837 for \$402.60 Formerly  
in charge of Grant and Peyton, since in the  
hands of Messrs Scammond Judd Attorneys of  
Chicago.

New York June 3<sup>rd</sup> 1850

Wm Country N Haddell.

District Court of the United States  
of the Southern District of New York.  
I, George W. Norton, Clerk of said Court, do Certify,  
that William C. H. Haddell was the duly ap-  
pointed assignee in Bankruptcy, as set forth

in the annexed Instrument, And that  
John T Church received his decree in Bank-  
ruptcy at the time therein mentioned to wit,  
on the seventh day of May in the year one  
thousand eight hundred and forty two

In testimony Whereof I have affixed my  
name and the Seal of said Court this  
fourth day of June AD one thousand eight  
hundred and fifty three and of our In-  
dependence the Seventy Seventh  
Geo. H. Morton Clerk of the  
Southern District of New York

Augustie Baines a witness called on behalf of the defendant duly sworn was examined in chief by Mr Cram and testified as follows.

Q Do you know the premises in question on Washington St built by Thos B Bryan ?

A Yes Sir

Q What improvements were put on that lot by Bryan in 1855 ?

A Four ~~strong~~<sup>story</sup> brick buildings

Q On what part of the lot is that ? on Washington St front ?

A I think it is known as 95 and 97 - I think part of lot six.

Q Fronting on Washington St ?

A Fronting on Washington St.

Q What time was that built ?

A In the fall of 1855

Q What was the cost of that as near as you can estimate ?

A I only can give you an approximate estimate now. I think the building cost about twelve thousand dollars between ten and twelve thousand dollars.

- q By whom was it built ?
- a It was built by Thos B Bryan
- q When was Bryan Hall built ?
- a 1859 and 1860 it was completed in the fall of 1860.
- q What connection did you have with that building ?
- a I made the plans and superintended the construction
- q At what time was it completed ?
- a As near as I can recollect it was about October 1860.
- q What part of it had been <sup>built</sup> ~~completed~~ prior to July 1860 - how much of the building had been completed prior to July 1860 ?
- a The building was on the roof - the front entrance and the rear part.
- q I refer to the rear part - The Hall
- a The building was roofed the walls were all up.
- q It was under cover all of it as early as July 1860 ?
- a Yes Sir the end of July
- q What was the cost as near as you can now estimate of the Hall part ?

a I think the Hall part cost about thirty thousand dollars

q And the east half of the Hall would cost about?

a About half of that amount both sides being alike — about \$15,000

q The east line of Bryan Hall how does that compare with the east line of the building built in 1855?  
Is it on the same line?

a I think it is on the same line  
Yes sir now I recollect I know it is.

### Cross Examination

By Mr. Borden

q You state the building on Wash- ington St cost about \$12,000?

a That is an approximate estimate may vary from ten to twelve thousand dollars.

q Was it worth what it cost when it was up? Was not the east wall on the point of falling down?

a He calculated first building a two story building and then after the building was up one or two stories high he changed his mind and wanted

to make a 4 story building out of it. The east wall of this building was entirely standing upon his own ground. It projected from the line and the wall settled in the spring I think it was the next spring I advised him to take out this wall.

Objected to

- q Bryan Hall stands upon the entire rear of the whole lot lot 80 feet?
- a I presume it does I so understood
- q The whole is 80 feet wide east and west?
- a Yes Sir

Mr Stales offered in evidence the release of Nancy King of the claim of Henry King dated 1845.

Mr Cram offered in evidence deed dated June 1st 1855 from Amory Gammage to Thomas B Bryan of the west half of the east half of Lot six Block 38 original town

It was admitted that the consideration of five thousand dollars was paid

Mr Cram also offered in evidence a deed from Charles <sup>A</sup> Quinlan to Thomas B Bryan dated Sept 4<sup>th</sup> 1855 of the east half of the east half of lot six Block 38 old town.

It was admitted that the consideration of \$8,000 was paid.

Mr Cram also offered in evidence a deed from Thomas B Bryan to J mason Parker dated March, <sup>18</sup>56 of the South eighty feet of the east half of Lot six Block 38 old town. the consideration of which \$22,500 it is admitted was paid.

It was agreed that at the date of Kings Assignment Lot six Block 38 Carpenters addition to Chicago and Lot six School section addition to Chicago were all within the city of Chicago

By Mr Kales

Mr David Gibson now states to the court that he declines further to prosecute.

The Counsel for the Defendant offers the affidavit of Louisa Compton as to part of the claims.

Objected to on the grounds that the application comes too late. Admitted subject to objection.

J C P Freer a witness called on behalf of the defendant having been duly sworn was examined in chief by Mr Cram and testified as follows: —

Q How long have you resided in the City?

A Thirty one years

Q Were you acquainted with the value of real estate in Chicago in 1845 or thereabouts?

A Well I think I was

Q Do you know a piece of land described as the east half of lot six Block 38 original town?

A I know the piece

Q What in your judgement was the value of that lot in 1845 — the 15th October 1845?

A It is pretty difficult for me to answer that question as to a particular lot in 1845 I can approximate to it. I should think

it was probably worth seven or eight hundred dollars. 40 feet I bought in that neighborhood some time after and I make my estimate somewhat with reference to purchases I made.

State of Illinois, } ss.

County of Cook.

I, AUGUSTUS JACOBSON, Clerk of the Superior Court of Chicago, within and for the County and State aforesaid, do hereby certify the above and foregoing, to be a true, perfect and complete copy of a certain record and proceedings, pleadings, evidence, orders & decree <sup>the foregoing</sup> ~~in the~~ <sup>cause</sup> lately pending in said Court on the Chancery side thereof, wherein was the several parties Complainants & Defendants herein before in the and said record shown Defendant

In Witness Whereof, I have hereunto set my hand, and affixed the Seal of said Court, at Chicago, this 7th day of Nov A. D. 1868

Clerk.

A. Jacobson  
Clerk



State of Illinois } ss.  
County of Cook }

I, Joseph E. Gary Chief Justice of

the Superior Court of Cook County in the State of Illinois, heretofore known as the Superior Court of Chicago, within and for the County and State aforesaid, do hereby certify that the said above and foregoing attestation is in due form.

In witness whereof I have hereunto set my hand this ninth day of December A. D. 1879

Joseph E. Gary  
Chief Justice Superior  
Court of Cook County

And now comes the said David Gibson one of the said appellants, by his attorneys, and says that there is manifest error in the said record, and in the said decree, in this:

1. That the said decree, as respects each and every of the said claims, should have been against each and every of the said appellees, and not in their favor.

2. That said decree is not supported or authorized by the evidence in the case as to all or any of said claims thereby allowed.

3. That the Court on said hearing, and in rendering said decree, allowed and gave effect to improper evidence, after objection made thereto.

4. That if the evidence were sufficient to establish said claims, or any of them, against the lot on Randolph Street, then the Court erred in decreeing that the lot on Washington street, viz: - the East half of Lot Six in Block 38, Original Town of Chicago, had been released as found by said decree.

5. That said decree is in other respects erroneous and void.

Beckwith Ayer & Kales, Solrs for D. Gibson

And now come the said Thomas P. Bryan  
and Maurice N. Merriman, by their attorneys,  
and say that in the said record and decree  
there is manifest error in this, to-wit:-

1. That the said decree, as respects each and  
every of the said claims should have been against  
each and every of the said appellees, and not in  
their favor.

2. That said decree is not supported or autho-  
rized by the evidence in the case, as to all or  
any of said claims thereby allowed.

3. That the Court, on said hearing, and in  
rendering said decree allowed and gave  
effect to improper evidence, after objection  
made thereto.

4. That said decree is in other respects  
erroneous and void.

Beekwith Ayer & Kales Solicitors  
for said Bryan & Merriman -

And now comes the said James H Rees by  
James L. Stark his attorney and solicitor and  
says that there is no error in the record and  
proceedings aforesaid, of the rendering the  
decree in manner of L. Stark, and James  
as above assigned (Att. for J. H. Rees)  
and therefore he prays that the said  
decree may be affirmed and that  
his costs may be adjudged to him

James L. Stark  
Att. for J. H. Rees

(over)

And now comes the said Henry Young by Borden & Spafford by his attorneys & solicitors and says that in the record and proceedings aforesaid, there is no error as respects the allowance of the said claims therein allowed to him nor in charging the same upon the said premises to the extent and so far as they have been allowed to him:

But the said Henry King doth and will insist that there is manifest error in the record & proceedings aforesaid in this viz, in the allowance to the said James H. Rees therein of the sum of thirty two thousand three hundred & eleven dollars and thirty three cents as the equitable owner of three notes signed by Eri Reynolds Thomas Jenkins & Vincent S Lovell payable to the order of Henry King & by him endorsed to Simon Hyde & by him endorsed in blank and which came to the hands of James St. Hyde as in said record is stated and which should have been allowed to the said Henry Young as surviving assignee of the said James St. Hyde in whole or in part instead of the allowance thereof to said Rees; and this the said Henry Young is ready to verify &c

Borden & Spafford for  
Henry Young

and now covers the said  
James & Pies by Jas L. Stark  
in atty and says that there is  
no error by reason of the  
allowance to the said  
James & Pies as the reputable  
owner of the notes signed by  
Reynolds, Jenkins & Lovell of  
thirty two thousand three hundred  
and eleven and thirty three  
cents and claimed by General  
Young as assignee of James  
et al & says that it may be  
appreciated with care for & Pies  
att by his atty  
Jas L. Stark

And now comes the said Henry H Casey by  
Borden & Spafford his attorneys and solicitors and says that  
in the record and proceedings aforesaid there is  
no error as respects the allowance of the said  
claim therein allowed to him, nor in charging  
the same upon the said premises to the extent  
and so far as it has been allowed to him

Henry H. Casey by  
Borden & Spafford his solrs

(over)

And now comes the said Louise C. Ellis formerly Louise Compton by Dent & Black her attys & Solrs & says that in the record & proceedings aforesaid there is no error as respects the allowance of the said claims therein allowed to her, nor in charging the same upon the said premises, to the extent and so far as they have been allowed to her.

But the said Louise C. Ellis formerly Louise Compton doth & will insist that there is manifest error in the record and proceedings aforesaid in this, to wit: in the allowance to the said James H. Rees, therein of the sum of four thousand & fifty five dollars & sixty five cents, as the equitable owner of a judgment rendered in favor of Sheldon P. Church & John R. Church against the said Henry King on the 17<sup>th</sup> day of May A.D. 1839, upon a debt secured by trust deed for the sum of \$1,480<sup>65</sup> as in said record is stated, and which should have been allowed to the said Louise C. Ellis formerly Louise Compton in whole or in part instead of the allowance thereof to the said James H. Rees; and this the said Louise C. Ellis is ready to verify &c.

Dent & Black,  
Solrs. for Louise C. Ellis,  
formerly Louise Compton.

(over)

And now comes the said J. Mason  
Parker by J. A. Cram his attorney and  
Solicitor. And says that there is no  
error in the record and proceedings  
aforesaid nor in rendering the decree  
in manner and for as above assigned  
so far as the same relates to the East-  
half of lot six (6) in Block thirty eight (38)  
in the regular Town of Chicago.

And therefore he prays that said ~~lot~~ may  
decree so far as it relates to said lot  
may be affirmed and that his costs  
may be adjudged to him

J. A. Cram  
Solicitor for J. Mason Parker  
and now comes J. S. & P. S.  
by his atty & Solicitor J. S. S. S.  
and says that there is no error in  
the record and proceedings aforesaid,  
by reason of allowing to James  
& P. S. the sum of  $40\$, \frac{15}{100}$  as the  
equitable award of the judgment  
in favor of Sheldon R. & John R.  
Church and prays that the decree  
may be affirmed & for costs  
J. S. & P. S.

Just L. State  
Sole & atty

And now comes Thomas B. Bryan  
named as defendant in the supplemental  
bill of the case James H. Rice and  
says that there is no error in the  
record and proceedings aforesaid  
nor in rendering the decree in manner  
and form as above assigned so far  
as the same relates to the East half of  
lot six (16) in Block thirty-eight (38)  
in the regular town of Chicago

And therefore he prays that said  
decree so far as it relates to said  
lot may be affirmed and that his  
costs may be adjudged to him

J. A. Creamer  
Solicitor for Thomas B. Bryan

