

preceding interrogatory, or of any, and what letter, containing the terms of such agreement? If yea, state in whose handwriting the same is, and your means of knowledge, and how it came into your possession, and produce the same, and annex it or them to your deposition.

*Ans.* The Exhibit B is the letter or contract containing the terms of such agreement. It is in George M. Chapman's handwriting (except the certificate.) I know his handwriting, having often seen him write. It was delivered to me by George M. Chapman.

*6th Int.* Had you at any time, and when, prior to the writing of the paper mentioned in the preceding interrogatories, and what agreement with Eunice and Geo. M. Chapman, relative to the property in controversy in this suit, in your own name? If yea, what has become of the same, and if destroyed, state why the same was destroyed, and for what purpose, and at whose instance and suggestion, and the contents thereof, and by whom the same was executed.

*Ans.* Prior to the writing of said paper I had a contract with Geo. M. Chapman relative to said property, in my own name, the contract was between Geo. M. Chapman and myself. It is destroyed. It was destroyed at the time Exhibit B was executed, which was to be a substitute for it, for the purpose of divesting Geo. M. Chapman and myself of our interest, so that we could be witnesses in the suit. This was done by Mr. Chapman, Geo. M., in my presence at his instance. The contents of the agreement destroyed, was, that Geo. M. Chapman and myself should share alike in the result of the prosecution and divide the expenses, and that the title should be put in Eunice's name, that we could both be witnesses, and Exhibit A shows the compliance on my part and refers to the destroyed contract, which contract was executed by Geo. M. Chapman and myself.

*7th Int.* If you say in answer to the preceding interrogatories that Geo. M. Chapman was a party to any agreement therein inquired after, state in what manner he became a party to such agreement, and if such manner is evidenced by any writing, produce the same and annex it to your deposition, or a copy thereof, and if you annex a copy of such writing, state in whose handwriting such copy is, and your means of knowledge.

*Ans.* Exhibit A refers to the contract with Geo. M. Chapman, already spoken of, which was destroyed. He is also the guarantor of the contract (Exhibit B) of Eunice Chapman, and his guaranty forms a part of Exhibit B. I have already stated in whose handwriting it is, and I state again, the whole of Exhibit B, including the said guaranty, is in the handwriting of said George M. Chapman. The certificate com-



encing "J. W. Graves," and ending "4 New Street, N. Y.," is in the handwriting of Mr. Abraham Underhill, of this city. The sources of my knowledge and the means of it in relation to the handwriting of George M. Chapman, I have already stated.

*8th Int.* If in answer to the preceding interrogatories you state that Geo. M. Chapman guaranteed the performance of any agreement therein inquired after, will you state the reason why such agreement or agreements were made in the name of Eunice Chapman, instead of the name of George M. Chapman, if any, and your means of knowledge, together with any conversations which you may have had with said Eunice Chapman or Geo. M. Chapman, on that subject.

*Ans.* The reason why the agreement referred to was made in the name of Eunice Chapman instead of the name of George M. Chapman, was that we might both be, or appear to be, disinterested witnesses. I never have had any conversations with Eunice Chapman on the subject. George M. has always treated and said that half the proceeds was his, and the contract that was destroyed so expressed it. The object of making the agreement in the name of Eunice Chapman for the purpose I have already stated, has been the subject of conversation between Geo. M. Chapman and myself.

*9th Int.* If in answer to the preceding interrogatories you state that Geo. M. Chapman has any interest in the matters therein inquired after, and that any reason existed or was given for desiring to conceal the same, will you state specifically whether the said Eunice Chapman and George M. Chapman, or either and which of them, have any, and what interest in the matters in controversy in this suit, and your means of knowledge, together with any conversations you may have had with them, or either of them, relative thereto.

*Ans.* The only reason that Geo. M. Chapman has ever assigned to me for desiring to conceal his interest was that he wished to be a competent witness, to appear to be a disinterested witness. George M. Chapman has stated to me that the interest which appears in the name of Eunice Chapman, belonged to him and that he controlled it. He has always treated it as his own, in all our transactions in relation thereto. My means of knowledge are the admissions and statements of George M. Chapman in conversations with me, his acts in relation to the property. He always made contracts which it was necessary for her to sign, and everything relating to the property as if it was his own, and always got her signatures thereto, as if it was his own.

*10th Int.* If in answer to the preceding interrogatories, you say that



an agreement was made with Jared W. Graves, will you state whether said Graves was the party having the actual beneficial interest in said agreement, or whether the same was made for the benefit of some other, and what person; also state whether you know the said Graves, and what is his age, occupation and residence, and also whether said Graves knew of such agreement when it was executed. If not, when did it first come to his knowledge? and state fully and particularly all you know about any such agreement, and your means of knowledge.

*Ans.* The said Jared W. Graves was not the party having the actual beneficial interest in said agreement, made with him and set forth in exhibit B. It was made for my benefit. I know said Graves. His age I should think to be from forty-five to fifty. He was a grocer, and failed last September. He resides in Hudson City, Hudson county, New Jersey. He did not know of the agreement when it was executed. It first came to his knowledge on the first of September, 1857. I believe I have already fully stated all I know about said agreement which I now recollect, and my means of knowledge.

*11th Int.* Do you know any other matter or thing necessary or material, or which will be of benefit or advantage to said defendants, William B. Ogden, Mahlon D. Ogden, and Edwin H. Sheldon, in the trial of this cause? If yea, state the same as fully and particularly as if you were specially interrogated thereto.

*Ans.* There are one or two things which I wish to correct in my former testimony which I have given in this action, in my answers to the direct interrogatories on which I was examined before Mr. Prime.

I stated, if my recollection serves me, that a demand of Abraham P. Holdridge, my father-in-law, on which I was guarantor, on which the interest and all amounted to four thousand dollars, (if in my deposition, the amount is stated to be fourteen thousand dollars, it is an error) was settled or thrown in in this conveyance mentioned in receipt Exhibit A. I now wish to state that said demand was settled in another conveyance of a thousand and odd acres of land by me to Eunice Chapman, of lands in Will county, Illinois. I want to state the way I made the mistake. It was a bond of my father-in-law guaranteed by me to McNulty and Chapman. When they made an assignment, it went to the assignee, Daniel French. In trying to settle it, Mr. Chapman informed me that I should be informed when the sale was, and might bid it off. He did not, and it was bid off in the name of Eunice Chapman for twenty dollars. This was only one of a large number of transactions and settlements which I had at different times, that were assigned at different times before and after the firm of McNulty & Chapman failed. I wish further to state that the satisfaction of a judgment obtained against me



on the bond accompanying the mortgage on the property in controversy in this suit, which satisfaction was executed by Moses P. Hatch, I stated that I believed that Marvin McNulty alone knew of such satisfaction being executed. I now state that Albert McNulty and Azor S. Marvin consented that Hatch satisfy the same before he would do so. There may have been other errors in my former deposition, but I do not recollect now any others than those which I have herein corrected. It run over transactions of twenty years, and of so complicated a character that I was liable to make errors.

Subscribed and sworn to before {  
me this 2d day of February, 1858. }

D. A. BALDWIN.

F. F. MARBURY, *Commissioner.*

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EXHIBIT A. (93)

Received, New York, March 20th, 1855, of D. A. Baldwin, a deed executed by himself and wife to Eunice Chapman, for the property in the city of Chicago, Ills., known as lots 5 and 6 in block 141, and block 92, in said city of Chicago, to aid and facilitate in carrying out the contract dated the 15th day of July, 1853.

G. M. CHAPMAN.

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EXHIBIT B. (94)

BROOKLYN, May 7, 1857.

ABRAHAM UNDERHILL, Esq.,  
New York City,

*Dear Sir:*

In order to obtain funds to enable me to carry on my suit against William B. Ogden and others, now pending at Chicago, in court of common pleas of Cook county, Illinois, I have concluded to quit claim one undivided half of my interest in block No. 92, and lots No. 5 and 6 in block No. 141, in school section addition to Chicago, Illinois, to J. W. Graves, Esq., upon condition that said Graves shall pay me one-half of all the expenses, costs, fees and disbursements, which I have advanced and shall advance in the prosecution and management of said suit until its final termination, from time to time as the suit progresses, which said advances shall be paid to me, or to my agent, from time to time before any act or thing has transpired whereby it may be known how said suit shall be decided.



I herewith place in your hands a deed of the above property to said Graves, for said undivided half thereof, which you are to hold in *escrow* until the final termination of said suit, when, provided the said Graves has fully performed the above agreement on his part, you are to deliver to him the said deed; but I reserve the right to claim from you the return of said deed in case of any default on the part of said Graves. But it is distinctly understood that said Graves shall forfeit his right to said deed if he or his agent fails from time to time to pay his half of said advances, and also the sum of sixty-five dollars, and interest, from September 28th, 1854, advanced by D. A. Baldwin to my agent, George M. Chapman, within seven days after you have determined it to be proper, in order to protect my interest in the matter, to serve a notice of the amount of said advances upon his attorney, Daniel A. Baldwin, of the city of New York; the amount of said advances to be determined by you, up to the time of giving such notice, from time to time after my furnishing you with such evidence and vouchers for the amount of said advances, as shall be satisfactory to you.

It is understood that in case the said Daniel A. Baldwin serves a written notice on you that he has left the city for some other place, and names the place, you shall mail said notice to him at that place, and give him as many days, in addition to said seven days, as it usually takes the mail to go to that place; said Baldwin, after giving said notice, to be deemed as remaining at such place, and to intend the notice to be sent there until he serves a like notice of his return.

I reserve to myself the right to make any compromise of said suit that you shall advise, without its being necessary to obtain the consent of said Graves thereto, which compromise shall bind said Graves; and one-half of the net amount received on said compromise shall be deemed a substitute for the one undivided half of the property embraced in said quit claim deed; such net proceeds to be subject to the like conditions as the said deed in respect to forfeiture, if said Graves fail to pay his one-half of said advances, from time to time, upon notice in the manner above provided.

All propositions for compromise shall be submitted to D. A. Baldwin, attorney for said Graves, and if he dissent therefrom, he shall have a full hearing before you, before you finally consent to accept said compromise. For all payments which said Graves, or his agent, shall make to my agent, George M. Chapman, under this agreement, he shall take duplicate receipts, and immediately hand one of them to you, or he shall be deemed to have abandoned all his rights to said deed under this agreement.

(Signed) EUNICE CHAPMAN.

In consideration of one dollar and other valuable considerations to me in hand paid by J. W. Graves, the receipt whereof I hereby acknowledge, I hereby guarantee a full performance of all the above conditions and agreements on the part of Eunice Chapman.

(Signed) G. M. CHAPMAN.



J. W. GRAVES, Esq.,

I have received from Mrs. Eunice Chapman a letter and guaranty, of which the foregoing are copies, and also the deed therein mentioned, which I am to hold according to the instructions contained in said letter.

A. UNDERHILL,  
4 New Street, N. Y.

Dated May 7, 1857.

EXHIBIT C. (95)

THIS INDENTURE, Made this seventh day of May, in the year of our Lord one thousand eight hundred and fifty-seven, between Eunice Chapman, widow, of the City of Brooklyn, State of New York, of the first part, and Jared W. Graves, of the county of Hudson and State of New Jersey, of the second part, *Witnesseth*, That the said party of the first part, for and in consideration of the sum of one dollar, and other valuable considerations, lawful money of the United States of America, to her in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has aliened, remised, released, conveyed and confirmed, and by these presents does alien, remise, release, convey and confirm unto the said party of the second part, and his heirs and assigns forever, all the undivided half of those certain pieces or parcels of land situate in the city of Chicago, State of Illinois, and described as follows, to wit: lots five (5) and six (6), in block one hundred and forty-one (141), also block ninety-two (92), in the same city and State, in Parson's subdivision (so called,) in the school section addition to the town or city of Chicago; the above being the same property and meaning to convey all the undivided half of all the property described in a certain deed made by Charles Butler and wife and Edward A. Nicholl and wife to Daniel A. Baldwin, deed bearing date January 27th, 1837, and recorded in the register's office, Chicago, Illinois. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever.

And the said Eunice Chapman for herself, her heirs, executors and administrators, does hereby covenant, promise and agree to and with the said party of the second part, his heirs and assigns, that she has not done, committed, executed or suffered any act or acts, thing or things



whatsoever, whereby or by means whereof, the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or incumbered, in any manner or way whatsoever, and that she will not hereafter do any such act or thing.

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

Signed, sealed and delivered }  
in presence of }

[L. s.]

[L. s.]

[Copy.]



*Deposition of FRANKLIN HATHAWAY.*

My name is Franklin Hathaway; my age is thirty-eight years; I am cashier for Ogden, Fleetwood & Co. I reside in Chicago. I am not acquainted with the complainant in this suit; I am acquainted with William B. Ogden, Mahlon D. Ogden and Edwin H. Sheldon, defendants; I am not acquainted with the other defendants.

*1st Int.* Do you know the property described as lots one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve, in block ninety-two in Parson's subdivision of said block, in the school section addition to Chicago, and lots No. 5 and 6 in block 141 in the subdivision of section 16, town 39 north, range 14 east? And, if yea, in whose possession is the same, and in whose possession has the same been since you have known it, and who has paid the taxes upon the same? How long have you known it?

*Ans.* I know the property described: it is in the possession of Mahlon D. Ogden and Edwin H. Sheldon. I have known the property about ten years. Previous to its being in the possession of Mahlon D. Ogden and Edwin H. Sheldon, it was in the possession of Ogden, Jones & Co. The firm of Ogden & Jones and their successors in business, Ogden, Jones & Co. and Ogden, Fleetwood & Co., have paid the taxes upon it since the year 1843 until the year 1856, inclusive, except upon lot two of block ninety-two, school section. A portion of the taxes on this lot was paid by Mark Skinner in the years 1848, 1849, 1850 and 1851. For 1848 Skinner paid the city taxes on said lot, and Ogden & Jones paid all the rest. For 1849 Skinner paid the city, state and county taxes on said lot, and Ogden & Jones paid all the rest. For 1850 Skinner paid the state and county taxes on said lot, and Ogden & Jones paid the rest. For 1851 some one, whose name I do not know, paid the state and county taxes on said lot, and Ogden & Jones paid the rest. For the year 1855 some lessee, occupying a small part of lot six, in block 141, paid the city taxes on the portion occupied by him.

*2nd Int.* Were the taxes so paid by Ogden, Jones & Co. as mentioned in your last answer paid through you as their cashier?



## Tax Receipts

1843 lcity - p. 933  
 1843 State Co. - p. "  
 1844 lcity - p. 934  
 1844 State Co. - p. 933  
 1845 lcity - p. 934  
 1845 State Co. - p. 934  
 1846 lcity - p. 935  
 1846 State Co. - p. 935  
 1847 lcity - p. "  
 1847 State Co. - p. 936  
 1848 lcity - p. 936  
 1848 State Co. - p. 937  
 1849 lcity - p. 938  
 1849 State Co. - p. 937  
 1850 lcity - p. 939  
 1850 State - p. "  
 1851 lcity - p. 940  
 1851 State Co. - p. 941  
 1852 lcity - p. 941  
 1852 State Co. - p. 942  
 1853 lcity - p. 942  
 1853 State Co. - p. 943  
 1854 lcity - p. 944  
 1854 State Co. - p. "  
 1855 lcity - p. 945  
 1855 State Co. - p. 944  
 1856 lcity - p. "  
 1856 State Co. - p. 948  
 1857 lcity - p. 949  
 1857 State Co. - p. 950.

*Ans.* They were—part of my duty as cashier was to attend personally to the payment of taxes.

*3rd Int.* Have you the tax receipts given upon payment of the taxes mentioned in your foregoing answer?

*Ans.* I have them in the office of Ogden, Fleetwood & Co., but they are embraced in a large schedule of tax receipts of different property, from which they cannot be detached.

Mr. Williams, solicitor for the complainant, and Mr. Merrick, solicitor for the defendants, hereby agree that the witness shall make copies of the tax receipts for payment of taxes on the property hereinbefore described, and the same shall be attached hereto and made part of this deposition, and shall have the same force and effect as evidence as the original receipts.

## Cross-Examination.

*1st Cross-Int.* Do you know, of your own knowledge, when Edwin H. Sheldon and Mahlon D. Ogden first took possession of the property of which you have spoken in your direct examination?

*Ans.* I cannot swear positively, but think it was early in the spring of 1855; I think in March.

*2nd Cross-Int.* Who was rent clerk in your office in March and April, 1855, and who made out the leases upon the property above mentioned, and who was in the habit of executing said leases during said months?

*Ans.* Mr. John B. Gerard was rent clerk in our office at that time. Mr. Gerard usually made out all the leases. The party mentioned in the leases as lessor executed them if he was in the office, if not, any member of the firm would execute them as his agent or attorney.

*3rd Cross-Int.* Do you not know of your own personal knowledge, or from information, that all of the leases of the property above described which were made by Gerard in March and April, 1855, were made by him in the name of William B. Ogden as lessor, and executed in his name by Mahlon D. Ogden or Stanley H. Fleetwood as his attorney in fact, and that, after the return of Edwin H. Sheldon from the South, and about the first of May, 1855, said leases so made out were surrendered by the tenants to Gerard, or some one else acting for your firm, and new leases made out of the same date, and upon the same terms, which were signed by Edwin H. Sheldon and Mahlon D. Ogden in person or by attorney?



331

*Ans.* I do not know that any leases of any portion of that property were made in the spring of 1855.

*4th Cross-Int.* Do you not know that on the seventh of March, 1855, a lease was made to Reed & Watkins, and on the same day another lease to Jacob Harris, and on the second day of April, 1855, a lease to Francis Binz, and another on the same day to Stiles Burton, another on the twenty-third day of April to Isaac Anderson, and that all of them were signed in the name of Wm. B. Ogden by Mahlon D. Ogden, his attorney?

*Ans.* I do not. I have nothing to do with the leases in the office. I rarely look at one. I knew that these parties were tenants upon the property from having received rents from the rent clerk.

*5th Cross-Int.* Where was Edwin H. Sheldon during the months of March and April, 1855, or the greater portion of said months? was he in the city of Chicago?

*Ans.* I can't say positively; my impression is that he was not in the city in March and April.

*6th Cross-Int.* Did not Mr. Sheldon go South sometime in the winter previous to March, 1855, and did he not remain absent from Chicago until about the first of May, 1855?

*Ans.* I cannot remember the time of his going away or his return.

*7th Cross-Int.* Have you in your possession or control any memoranda which will enable you to refresh your recollection as to whether Mr. Sheldon was absent during the months of March and April, 1855?

*Ans.* I don't now think of anything—but I might, by examining the letter-books and papers in the office, be able to answer positively.

*8th Cross-Int.* Was not William B. Ogden absent from the city of Chicago during the whole or the greater part of March, 1855?

*Ans.* I can't be positive, but I think he was not.

*9th Cross-Int.* Was he not absent from this city in the early part of March, 1855? Had he been here, would leases, made out for him of his property, have been signed by him personally, or would they have been signed while he was in the city by Mahlon D. Ogden as his attorney in fact? What was the custom of your office in this respect? (Excepted to.)

*Ans.* I cannot say positively whether he was or was not. They would have been quite as likely to be signed by Mahlon D. Ogden. It is quite common for Mahlon D. Ogden or Edwin H. Sheldon to sign leases or deeds for him while he is in the city.



*Direct Examination Resumed.*

*4th Int.* Examine the memoranda or letter-book spoken of in answer to cross-interrogatory seventh, and state at what time in the spring of 1855 Edwin H. Sheldon left the city of Chicago, and whether or not he was in said city during the month of March.

*Ans.* From entries in the books at the office it appears that Mr. Sheldon was in the city of Chicago up to the twenty-sixth day of March, 1855. I believe that on the next day he left for the South.

*Cross-Examination Resumed.*

*10th Cross-Int.* When did Mr. Sheldon return from the South in the spring of 1855.

*Ans.* I am not positive, but think he was away until September.

*11th Cross Int.* Do you not know and can you not recollect whether or not Mr. Sheldon came back from the South through Chicago, and that he remained in Chicago several days in the last of April or in May, 1855, before going East? State your best recollection upon the subject.

*Ans.* I am not able to say. My impression is that he did not. I have examined the papers in the office, but find nothing to lead me to suppose that he did.

*Direct Examination Resumed.*

*5th Int.* Look at the deeds now shown to you, and state in whose handwriting are the signatures of the grantors therein, the date thereof, and the date of the acknowledgment, before whom the acknowledgment was made on the day the same purports so to have been made, and who are the grantees in said deeds named, and what property is thereby conveyed.

*Ans.* The signatures of the grantor in both deeds now shown to me are in the handwriting of William B. Ogden. Both deeds bear date the first day of March, 1855. The acknowledgments bear date the same day. I have no doubt the acknowledgments were made on the day they purport to have been made. The acknowledgments were made before me as Notary Public. In one of the deeds the grantees are Mahlon D. Ogden and Edwin H. Sheldon; in the other, Mahlon D. Ogden and Edwin H. Sheldon, executors of William E. Jones, deceased. The first deed above mentioned conveys an undivided one-half of block ninety-two and of lot five and six in block 141, school section addition to Chicago.



The other deed conveys an undivided one-fourth part of block ninety-two, and of lots five and six in block 141, school section addition to Chicago.

*Cross-Examination Resumed.*

12th *Cross-Int.* Have you any distinct recollection as to the day upon which you took the acknowledgment of the deeds above alluded to, or of the day you first saw said deeds? if yea, state.

*Ans.* I have no recollection about it, except from seeing the dates of the certificates. I believe I took the acknowledgments on the day the certificates bear date.

13th *Cross-Int.* Have you no recollection as to this matter independent of the dates of the certificates?

*Ans.* I have not.

14th *Cross-Int.* Have you, in every instance, dated your certificates of acknowledgments of deeds made by William B. Ogden upon the same day that said Ogden appeared before you with the deed so brought for acknowledgment and acknowledged the same?

*Ans.* It is very possible that in some cases I have not. Mr. Ogden has sometimes brought me deeds to be acknowledged, and as I was busy I would lay them in my desk and not acknowledge them for days, or even weeks afterwards.

15th *Cross-Int.* When deeds were so brought to you and laid by as above stated, when you came to acknowledge the same, did you make your certificate of the date when you made the acknowledgment, or of the date when the same was left with you by Ogden?

*Ans.* My usual rule is to make my certificate bear date the day when the party acknowledged it, when the certificates are not attached on the same day that the acknowledgments were taken.

16th *Cross-Int.* Who brought you the deeds above referred to, when they were handed to you to have the certificates attached?

*Ans.* I think William B. Ogden did. I could not say positively.

17th *Cross-Int.* Were you not in the habit of affixing your certificates of acknowledgment to deeds signed by Wm. B. Ogden, whether said Ogden actually appeared before you in person or not?

*Ans.* I have never acknowledged deeds signed by Mr. Ogden without authority so to do. I have sometimes put certificates of acknowl-



edgment to deeds signed by him without his formally acknowledging it before me at the time.

*18th Cross-Int.* Have you not done so very often?

*Ans.* Not very often. I considered it a sufficient acknowledgment from him if he, sitting at his desk, signed an instrument and handed it to me, requesting me to acknowledge it, without asking any questions.

*19th Cross-Int.* Have you not acknowledged deeds for Wm. B. Ogden which were sent to you with his signature, upon the faith of said signature alone, and when Wm. B. Ogden never personally appeared before you to deliver said deeds, or to acknowledge the same?

*Ans.* I have acknowledged deeds sent to me by him when authorized to do so. Sometimes he has sent deeds to me from his house, with instructions to acknowledge them. He has also told me at times, that he would execute deeds at his house and send them to me to be acknowledged. In such cases I have done so.

*20th Cross-Int.* Have you in all cases dated your certificates upon deeds and other instruments of the day when they were actually delivered to you for acknowledgment?

*Ans.* I have aimed to do so, but it may have happened where deeds have been laid aside by me that the date of the certificate was not the day on which the deed was delivered for acknowledgment.

*21st Cross-Int.* When deeds were left in your office several days and acknowledged days or weeks after they had been delivered to you, how did you, in making out your certificates, fix the date of the acknowledgment? How did you know the date upon which they had been delivered to you?

*Ans.* By the date of the deed, when the deed was delivered to me for acknowledgment on the day of its date; sometimes by writing the date in pencil at the bottom of the deed; occasionally, perhaps, from memory.

*22nd Cross-Int.* What most frequently governed you in the date of the acknowledgment, when the certificate was not made out at the time the deed was handed you—the date of the deed, a minute of the date of delivery in pencil, or your own recollection? State fully.

*Ans.* So far as I can now remember, in all cases when the deed was handed me for acknowledgment on the day of its date, and the certificate attached subsequently, my rule has been to date the certificate on the day the instrument was actually acknowledged. The facts in each case were governed by circumstances. If I made a memorandum in pencil, I was guided by that in fixing the date.



*23rd Cross-Int.* Have you never by mistake or intentionally dated an acknowledgment of a date prior to that upon which it was delivered to you?

*Ans.* I have no recollection of ever having done so intentionally. I may have done so inadvertently.

*24th Cross-Int.* Who had charge of seeing the deeds, made out at your office, recorded?

*Ans.* Charles R. Sheldon generally takes the deeds to the office for record.

*25th Cross-Int.* What is the custom of your office in regard to the recording of deeds? State if they are not generally, immediately after the delivery to the grantees, sent to the office of the recorder for record.

*Ans.* They are, in all cases when it is deemed important to have them immediately recorded.

*26th Cross-Int.* State whether you know, of your own personal knowledge, when the deeds above mentioned were delivered to Mahlon D. Ogden and Edwin H. Sheldon. If you know of your own knowledge, state when delivered.

*Ans.* I do not know.

FRANKLIN HATHAWAY.



*Deposition of STANLY H. FLEETWOOD.*

My name is Stanly H. Fleetwood. My age is forty-seven years. I am a real estate dealer; a partner in the firm of Ogden, Fleetwood & Co. I reside in Chicago.

*1st Int.* State if you know the parties to this suit.

*Ans.* I do not know the complainant; I know all the defendants.

*2nd Int.* How long have you known William B. Ogden?

*Ans.* Since 1843.

*3rd Int.* Do you know whether William B. Ogden went to Europe in 1853 or thereabouts?

*Ans.* I know that he did go to Europe in 1853.

*4th Int.* Did you see William B. Ogden in the city of New York in the year 1853? If yea, at what time in that year?

*Ans.* I probably saw him at different times in that year; I saw him in the city of New York on or about the 23rd day of July, 1853, and for several days prior to that date. He was then on his way to Europe, and sailed from New York on or about the 23rd of July, 1853.

*5th Int.* Were you present at any conversation between said William B. Ogden and Geo. M. Chapman at or about the time at which said Ogden sailed for Europe, as mentioned in your last answer? If yea, state particularly all that was said by either of them, and all that transpired at such interview, and when that interview took place, and what occurred to fix the time in your recollection. (Excepted to.)

*Ans.* I recollect a conversation between Wm. B. Ogden and a person who represented himself to be Mr. Chapman. It took place at my office, which was the same as Charles Butler's office, No. 12 Wall street, in the city of New York. It was on the morning of the day that Mr. Ogden sailed for Europe—in July, 1853. I was conversing with Mr. Ogden when this person entered; he addressed Mr. Ogden, and said in substance that he wished to talk with him in reference to a controversy which was existing between them concerning the property which had



been purchased from Charlotte Smith, of Boston, by Mr. Ogden. He referred then to a prior conversation which he had had with Mr. Ogden, upon the same subject. My attention was arrested at this point by the exclamation of Mr. Ogden that he had never seen the person before in his life. The person in conversation with Mr. Ogden endeavored to impress upon his mind the recollection of some previous interview between them; Mr. Ogden still insisted that he had never seen him before. I think this point in the conversation was terminated by the concession, on the part of the person in conversation with Mr. Ogden, that it must have been Mr. Ogden's partner to whom the previous interview referred. To the best of my recollection the interview was entirely terminated here, by the remark of Mr. Ogden that he was to sail for Europe at 12 o'clock that day, and had no time to give any attention to the subject.

*6th Int.* What was your occupation in New York at the time of the interview referred to in your last answer?

*Ans.* I was then the private clerk of Mr. Charles Butler, having charge of his affairs. He was then in Europe. I was secretary of the American land company; secretary of the board of trustees of the Wabash and Erie Canal, and commissioner for several of the western and southern states.

*7th Int.* Where did you transact your business at that time?

*Ans.* In the offices on the second floor of the building No 12 Wall street, which were occupied by Charles Butler, by the trustees of the American land company, by the trustees of the Wabash and Erie canal, and by myself.

*8th Int.* Where in the City of New York did Wm. B. Ogden transact his business at that time?

*Ans.* He transacted his business in the office of Charles Butler above described.

*9th Int.* What portion of the day, on which Wm. B. Ogden sailed for Europe, as mentioned in your reply to interrogatories, did you pass in company with him?

*Ans.* My recollection is, that on the morning of that day I came from the country with my wife, who wished to see Mr. Ogden before he sailed, and on arriving in the city we went immediately to the Astor House, where he was stopping, and found him there with his sister, Mrs. Jones, now Mrs. McCagg. Mr. Ogden and I shortly after left the Astor House together and went to my office in Wall street. He remained there until within about half an hour of the period of the de-



parture of the steamer; he went to the Astor House for his baggage and I met him at the steamer. We did not go from the office to the steamer together.

*10th Int.* Is the office which, in the foregoing answer, you speak of as my office, the office of Charles Butler? and were you in said office all the time that William B. Ogden was there on the day he sailed for Europe?

*Ans.* It is. We reached the office about ten o'clock, and were there together until about half past eleven, when he left for the steamer.

*11th Int.* Who were transacting business with Wm. B. Ogden on that day? state particularly. Who was with him? and could any one have had an interview with him at the office of Charles Butler without your knowing the fact?

*Ans.* Samuel Russell, of Middletown, Conn., and Amasa Wright, of Brooklyn, were transacting business with Wm. B. Ogden, on that day. Other persons may have, and undoubtedly did, come into the office, and they might have had conversations with him without my knowledge.

*12th Int.* State what portion of the day before the day on which Mr. Ogden sailed for Europe you passed in company with him.

*Ans.* My recollection is that Mr. Ogden passed the greater portion of the day prior to the one on which he sailed for Europe in my office. I was in the office during all the business hours of the day, from ten o'clock till four or five.

*13th Int.* Did any one, on that day, have any conversation with Mr. Ogden, as far as you know, relative to the controversy about the property mentioned in your answer to interrogatory 5th?

*Ans.* I have no knowledge of any such conversation.

*14th Int.* State whether or not you were not also engaged in transacting business with Mr. Ogden on the day he left for Europe and the day before? and what portion of your time on each day was devoted to such business?

*Ans.* I was the New York correspondent of his house, and arranged the financial matters connected with his trip to Europe.

#### *Cross-Examined.*

*1st Cross-Int.* How long was Wm. B. Ogden in the city of New York prior to his sailing for Europe?

*Ans.* Not more, I think, than five or six days.



*2nd Cross-Int.* What were Wm. B. Ogden's occupations while in the city of New York, in the year 1853? Were not persons constantly calling to see him at the office of Charles Butler, on business, and was not his time very much taken up by such calls?

*Ans.* My recollection is that the particular business which he was then transacting was the negotiating a partition between Messrs. Russell and Wright, before spoken of, of property known as canal addition. Persons were constantly calling to see him at the office of Charles Butler; his time was much taken up by such calls.

*3rd Cross-Int.* State, as nearly as you can recollect, how many business calls Wm. B. Ogden received at your office on the day previous and on the day on which he sailed for Europe, and how many friendly calls, and what persons you can now recollect as among the number of his visitors, while at the office on those days. State if there was any peculiar reason, and if yea, what, why he should be interrupted by calls on those days.

*Ans.* Mr. Ogden had very many business and social friends in New York at that time, and undoubtedly many of them called to see him at the office of Mr. Butler during the period spoken of; but how many, and who, I cannot recollect. His going to Europe was probably the peculiar reason why his friends came to see him.

*4th Cross-Int.* Can you give the names of any of the persons who called upon Mr. Ogden on business the day before he left for Europe? and if yea, name them.

*Ans.* I cannot recollect, except Russell and Wright.

*5th Cross-Int.* Can you recollect the names of any who called on him on business the day he went to Europe?

*Ans.* I cannot remember, except Russell and Wright.

*6th Cross-Int.* Were you not at that time, personally, very much engaged in your own business, on account of the absence of Mr. Butler? and did you give any particular attention to the business of Mr. Ogden, except as it was intimately connected with your own business?

*Ans.* I was very much engrossed with my own business and the business of Mr. Butler, and did not give any particular attention to Mr. Ogden, except as connected with my own business, and such attention to his business as would be incident to his departure on a long journey.

*7th Cross-Int.* Where were the persons you understood to be Mr. Chapman and Mr. Ogden when your attention was first called to them, and what first arrested your attention in their conversation?



*Ans.* My recollection of that interview is, that Mr. Ogden and myself were standing inside of the railing in the office when some one entered the office and accosted him. My attention was not particularly called to the conversation until the declaration made by Mr. Ogden that he had never seen him before.

*8th Cross-Int.* How long, in your opinion, had the two persons been talking together when Mr. Ogden made this remark?

*Ans.* Probably not more than one minute.

*9th Cross-Int.* How did the person who spoke to Mr. Ogden first address him, and how did he arrest Mr. Ogden's attention?

*Ans.* I have stated that, according to my recollection, he arrested Mr. Ogden's attention by saying that he wished to talk with him about this controversy, and by the declaration that he had previously spoken with him upon the same subject?

*10th Cross-Int.* Was Mr. Ogden at the time engaged with you about business? and if yea, was he in the usual place occupied by him when behind the railing and transacting business? and how far was he from the railing, and was Chapman outside the railing? How far was Chapman from Ogden when Chapman first addressed him?

*Ans.* He was undoubtedly at the time engaged with me transacting business, and was in the usual place—probably five or six feet from the railing; they were probably five or six feet apart; Chapman was outside the railing.

*11th Cross-Int.* Who called Mr. Ogden's attention to Chapman? who first spoke, Ogden or Chapman? when they met, did they, or either of them, address the other by name? if yea, who, and by what name?

*Ans.* My impression is that Chapman entered the office and addressed Mr. Ogden by name, and commenced immediately to state his business, and also stating his name, before Mr. Ogden made any reply; he then made the reply that he had never seen him before in his life.

*12th Cross-Int.* Did you then know Chapman by sight? were not his name and person unknown to you at the time? Did you for years afterwards know him by sight?

*Ans.* I did not then know Chapman by sight; his person was unknown to me at the time, but I knew his name in connection with the controversy then pending with reference to this property; I am not aware that I have seen him from that day to this.

*13th Cross-Int.* Please give, as near as you can now recollect, the



very words which you heard both from Chapman and Ogden in the conversation spoken of by you, as occurring on the morning of the day Mr. Ogden sailed for Europe—stating the words in the order they were used by the respective parties, as near as you can, up to the termination of the conversation. At what time in the morning did the conversation take place?

*Ans.* As near as I can recollect, Mr. Chapman entered and said, "Good morning, Mr. Ogden; I have called to see you about the subject upon which we conversed sometime since, with reference to the Smith purchase," or, he might have called it the Lavellette property. Mr. Ogden seemed surprised at such a salutation, and either asked the person his name, or he, perceiving the surprise, gave his name as Mr. Chapman; upon which Mr. Ogden replied that he had never seen him before in his life. I recollect no other words that passed between them, until Mr. Chapman terminated the conversation by saying, "Well then, sir, it must have been your partner." The conversation took place between ten and half-past eleven.

*14th Cross-Int.* Have you related all that you heard at the interview of which you have spoken, both on the part of Ogden and Chapman? How long were they conversing together? did you hear all of their conversation?

*Ans.* I think I have related all I heard of their conversation; I should think they were not conversing more than five minutes, if as long; I think I heard all their conversation.

*15th Cross-Int.* Were the last words you heard from Chapman, as they separated, "then it must have been your partner"?

*Ans.* They were, to the best of my recollection.

*16th Cross-Int.* Did you hear anything said, in the conversation referred to, about Ruggles or about a letter?

*Ans.* To the best of my recollection I did not hear the name, nor anything about the letter.

*17th Cross-Int.* How is it that you heard the opening words of the conversation and the last words of Chapman, and nothing more of a conversation which lasted several minutes? Has your recollection in regard to Ogden's exclamation and Chapman's last words been repeatedly refreshed by conversations with Wm. B. Ogden? if not, why can you single out only so much of the conversation, and only this conversation among the many conversations upon this busy day?

*Ans.* I think I have said in a previous answer that after Mr. Ogden's



exclamation that he had never seen him before in his life, he endeavored to persuade him that he had. This conversation was impressed upon my memory by the peculiarity of Mr. Ogden's exclamation; it was very emphatic. It has more than once been the subject of conversation between Mr. Ogden and myself because of its peculiarity.

18th Cross-Int. How soon after Mr. Ogden's return from Europe was your attention first called to this particular conversation? and did not Mr. Ogden first speak to you and recall the conversation to your recollection, and has he not done it many times since then?

Ans. No. Mr. Ogden has never purposely called my attention to that conversation at any time. When it has been mentioned, it was called up casually.

*Direct Examination Resumed.*

15th Int. State what has passed between you and Mr. Ogden as to the conversation referred to between Mr. Ogden and Chapman at the interview between you and Mr. Ogden, inquired of by the foregoing interviews. (Excepted to, on the ground that complainant's counsel had not interrogated the witness as to anything that was said by Ogden in any of these conversations referred to.)

Ans. The conversation referred to has never been purposely the subject of conversation between us. At times, when the controversy concerning this property has been talked of, he has expressed his surprise and indignation that Mr. Chapman should have addressed him in the manner he did, as he expressed his belief that he had never seen the man before, at that time.

STANLY H. FLEETWOOD.



*Deposition of SETH PAINE.*

My name is Seth Paine; my age is forty-two years. I am an editor. I reside in Chicago. I do not know the complainant in said suit; I know Wm. B. Ogden and Mahlon D. Ogden; I do not know the other parties defendants.

*1st Int.* State whether or not you know anything of a mortgage given by Daniel A. Baldwin to Francis G. Blanchard on sections number 28, 29 and 33, in town thirty-two north, of range 9 east, lying in Will county, dated on or about the first day of June, 1839. If yea, what was said mortgage given to secure, and how did the debt which said mortgage was given to secure arise? out of what transactions did it grow, if you know?

*Ans.* Daniel A. Baldwin came to Paine & Norton, merchants, in the city of Chicago, in the year 1839, and requested them to advance a sum of money to Francis G. Blanchard in discharge of a mortgage held by said Blanchard and given by said Baldwin to said Blanchard to secure the payment of a sum of money due to said Blanchard on certain lands lying, according to the best of my recollection, in Will county, State of Illinois. Said Paine & Norton did advance the sum of money as due upon said mortgage, taking an assignment of the same from said Blanchard to themselves, and afterwards said Paine & Norton received of said Baldwin certain other property as security for said advances, and, in consideration, released said mortgage to said Baldwin, in part, and assigned the remainder of said mortgage to David Cothcal. The debt which said mortgage was given to secure was part of the unpaid purchase money of said lands, purchased by said Baldwin of said Blanchard, as I learned from both the parties.

SETH PAINE.



*Deposition of JOHN BAPTISTE GERARD.*

STATE OF ILLINOIS, }  
COOK COUNTY. }

*ss.* I, Edward B. Smith, notary public, duly commissioned and qualified, for the city of Chicago, in said county, do hereby certify, That on the 11th day of January, A. D. 1858, I did cause John Baptiste Gerard and Stanly H. Fleetwood, Franklin Hathaway and Seth Paine, personally to appear before me at my office in Chicago, to testify on the part of the defendants, in a certain cause now pending in the Cook County Court of Common Pleas, on the chancery side of said court, wherein Eunice Chapman is complainant and Wm. B. Ogden, Mahlon D. Ogden, Edwin H. Sheldon *et al.*, are defendants, and the said Gerard, Fleetwood, Hathaway and Paine were by me first duly cautioned and sworn to testify the truth, the whole truth and nothing but the truth, in the cause aforesaid, and therefore the said John Baptiste Gerard did depose and say as follows, to wit:

My name is John Baptiste Gerard. I reside in Chicago. My age is fifty years. I am rent clerk and surveyor for Messrs. Ogden, Fleetwood & Co.

*1st Int.* Did you ever, as rent clerk for Ogden, Fleetwood & Co., prepare a lease of property to Cherry<sup>ne</sup> Reed and C. Langdon Watkins, and if so, what was the date of such lease and what property did it cover?

*Ans.* I did prepare a lease of property for Cherry<sup>ne</sup> Reed and C. Langdon Watkins, acting as rent clerk for Messrs. Ogden, Fleetwood & Co. The lease bore date the seventh day of March, A. D. 1855. The property covered by the lease was sub-lot three, of Ogden's subdivision of lots five and six, in block one hundred and forty-one, school section addition to Chicago, being twenty feet front on State street, and running one hundred feet west to an alley.

*2nd Int.* In whose handwriting is the manuscript part of the lease referred to in your reply to interrogatory first.

*Ans.* It is in my own handwriting.



3rd Int. In whose charge is the duty of leasing property belonging to the Ogdens, or under whose management? If you say under your's, do you prepare the leases yourself, and are they revised and examined by either of the said Ogdens or by any one else before the same are signed?

Ans. It is under my charge. I prepare the leases myself. Mr. Ogden gave me general directions how to act, and I act perfectly independent in most cases. In some cases they examine the leases, but in most cases they sign without any examination.

4th Int. Why did you make out the lease in the name of William B. Ogden, and did Mahlon D. Ogden read or examine said lease before signing the same?

Ans. I don't know whether I made it out in the name of William B. Ogden through ignorance that he did not own the land, or by mistake. All subsequent leases of parts of blocks one hundred and forty-one and, ninety-two, were made in the names of Mahlon D. Ogden, Edwin H. Sheldon and the estate of William E. Jones. Mahlon D. Ogden did not examine the lease before signing, that I recollect. It is very seldom that he does examine them. When he does, it is in consequence of my drawing his attention to some point in them.

5th Int. When did you discover that you had made a mistake in said lease? How long after the date of said lease?

Ans. It would be impossible to say exactly. I found it was wrong when I came to make out the other leases. There was no importance attached to it, so I left it as it was.

#### *Cross-Examined.*

1st Cross-Int. Was said lease executed and delivered upon the day that it bears date? Was it executed by Mahlon D. Ogden?

Ans. I don't know. It may have been two or three days after.

2nd Cross-Int. Look upon the lease now shown you, and the signature and writing thereto attached, and the names of William B. and Mahlon D. Ogden, and state what words and names at the bottom of said lease are in the handwriting of Mahlon D. Ogden. Do you know the handwriting of Mahlon D. Ogden, and have you seen him write?

Ans. The words William B. Ogden, by M. D. Ogden, his attorney in fact, are in the handwriting of Mahlon D. Ogden. I know his handwriting—have seen him write. The lease to which I here refer, and marked by the commissioner, Exhibit "A." ⊕

⊕ printed on p. 43. ante



*3rd Cross-Int.* Have you any distinct recollection whether or not Mahlon D. Ogden, when he executed said lease, examined the same?

*Ans.* I don't recollect. The leases generally lie some days on his desk before signature.

*4th Cross-Int.* Do you recollect whether or not Mahlon D. Ogden was absent from the city for some time prior, and at the time of the date of the lease?

*Ans.* I don't recollect. If he had been absent, some other member of the firm, Mr. Fleetwood or Mr. Sheldon, would have executed the lease.

*5th Cross-Int.* How soon after the date of said lease did you make the other leases spoken of by you as made in the name of Mahlon D. Ogden and Edwin H. Sheldon, and the estate of W. E. Jones?

*Ans.* I can't tell without seeing the leases.

*6th Cross-Int.* Will you please examine the leases made by you of parts of lot ninety-two, and lots five and six in block 141, and find the date of the first lease executed by you subsequent to March seventh, 1855, which you drew in the names of M. D. Ogden and Edwin H. Sheldon, and which was signed by them by said names, and will you produce the same or a copy thereof and annex the same to this deposition?

*Ans.* I have made the examination requested in the last cross-interrogatory, and find that the date of the first lease, made by me of said lots subsequent to March seventh, 1855, was the twenty-third day of March, 1855. This lease was first made out in the name of William B. Ogden, but I was afterwards directed to alter it and insert the names of Mahlon D. Ogden, Edwin H. Sheldon and the estate of William E. Jones. The lease last mentioned is attached to this deposition, marked by the commissioner Exhibit "B." ⑥

⑥ not in the record

*7th Cross-Int.* State whether the leases made out in the name of William B. Ogden, subsequent to the seventh of March, were not executed in the name of William B. Ogden, and were delivered to the lessees so executed. And if subsequent to their execution and delivery they or some one or more of them were not returned by the lessees to Ogden's office, and new leases, signed by Mahlon D. Ogden and Edwin H. Sheldon, substituted in their places? If yea, how many leases were so returned, and who were the lessees?

*Ans.* They were so executed and delivered in the name of William B. Ogden. At my request, upon learning that William B. Ogden was not the owner of the lots, several of the lessees returned their leases to



the office, and new ones of the same date and in the same terms were executed.

The new leases were signed by M. D. Ogden, for himself and as attorney for Edwin H. Sheldon and the estate of William E. Jones. There were four leases so returned. The lessees were Jacob Harris, Francis Binz, Stiles Burton and Isaac Anderson.

*8th Cross-Int.* State the dates of the several leases to the persons mentioned in your last answer.

*Ans.* The lease to Jacob Harris, was dated March 7th, 1855. To Francis Binz, April 2nd, 1855. To Stiles Burton, April 2nd, 1855. To Isaac Anderson, March 23rd, 1855.

*9th Cross Int.* When did you first learn that you had made a mistake in making out the leases, and who informed you that such mistake was made? At whose request, if any one's, did you make an exchange of the leases?

*Ans.* Mr. Sheldon told me of the mistake. He was at the South in March and April, when these leases were executed. Upon his return he informed me that the leases were wrong, and I was to correct them. I made the exchange at Mr. Sheldon's request.

*10th Cross-Int.* Was it not about or subsequent to the first of May, 1855, that Mr. Sheldon returned from the South? State the time as nearly as you can.

*Ans.* I can't tell.

*11th Cross-Int.* Did any other person speak to you of this mistake before Sheldon's return? If yea, who and when?

*Ans.* No one spoke to me of it that I remember.

JOHN B. GERARD.



EUNICE CHAPMAN  
 vs.  
 WILLIAM B. OGDEN *et al.* } *Cook County Court of Common Pleas.*  
*In Chancery.*

*State of Illinois, County of Cook: ss.*

I, George M. Chapman, of the city of New York in the State of New York, depose and say, that all that said Beckwith sets up in his affidavit about his conversation with Albert McNulty, Bohrst, Wright and Beekman, and what he expects to prove by them, he stated to the court, substantially, last June, when the rule was obtained to close testimony in this case, and at the same time he stated that Bohrst complained that Baldwin had no title to the Parsons farm, and that he, said Bohrst, got nothing by the conveyance of Baldwin to him, and also that Hatch told him or some one else, that he, said Hatch, did not know about the dealings between said Baldwin and said McNulty and Chapman, but that said Wright might know, as he drew the papers. I further say, on information and belief, that neither said McNulty and Chapman or said Albert McNulty had any personal communication with said Hatch, said Wright or said Beekman, relative to the purchase of said Hatch bond and mortgage and the said Oswego mortgage; that all negotiations relative to said purchase were conducted at New York, one T. S. Morgan acting for said Hatch, under a power of attorney, and that said Hatch, Wright and Beekman were all at Oswego. I am well acquainted with the said Beekman, and he informed me in May last that neither he nor said Hatch knew anything about the matter in dispute. The conveyances of the said bonds and mortgages were all executed for said Hatch by the said Morgan, and the deeds to the said Hatch for the said Illinois lands were delivered to said Morgan.

The land contract mentioned in my schedule in bankruptcy, to which said Beckwith refers, related to lands which said McNulty and Chapman agreed to sell said Baldwin, in Virginia, and was never carried out. Said contract had no connection with said note of \$1,521.75, and the said Hatch and Gerrit Smith cannot testify that it had.

I further testify that I examined the records of the said Nevins and Townsend judgment, and the State Bank of Indiana judgment, and found them both unsatisfied. I made said examination in May last. I have compared French's schedules in the examination before Cambrelling,

*Not in Evidence*



IN CHANCERY :

*To the Chancellor of the State of New York :*

Humbly complaining, shows unto your honor your orator, H. Hollis Hunnewell, of Boston, in the State of Massachusetts, that heretofore, to wit, on the 29th day of January, in the term of January, in the year of our Lord one thousand eight hundred and forty, in the court of common pleas, of the city and county of New York, by the consideration and judgment of the said court, the State Bank of Indiana, as your orator has been informed and believes, recovered against Albert McNulty, Marvin McNulty, George M. Chapman, Alanson Trask and Azor S. Marvin, sixteen hundred and sixty dollars and thirty-four cents, for the damage which the said the State Bank of Indiana had sustained as well by the non-performance of certain promises and undertakings by the said defendants theretofore made, as for the costs and charges of said corporation, in and about the suit laid out and expended, which were adjudged to the said corporation, in and by the said court, whereof the said defendants were convicted, as by the record and docket of the said judgment, now in the office of the clerk of the said court, at the city hall, in the city of New York, or by an exemplified copy thereof, reference being thereunto had, and to which for greater certainty, your orator prays leave to refer, will more fully and at large appear.

And your orator further shows unto your honor, on his information and belief, that the said judgment so recovered in manner aforesaid, still remaining in full force and effect and not satisfied of record, nor in any manner vacated, and the sum of money thereby adjudged remaining unpaid and unsatisfied, the said corporation, by Stephen Merrihew, their attorney, on or about the twenty-ninth day of January, in the year one thousand eight hundred and forty, for the purpose of obtaining satisfaction of his said judgment, sued and prosecuted out of the said court, a certain writ of the people of the State of New York, commonly called a fieri facias, directed to the sheriff of the city and county of New York, by which said writ, the said sheriff was commanded that of the goods and chattels of the said defendants within his county, he should cause to be made sixteen hundred and sixty dollars and thirty-four cents to satisfy the said judgment, and if sufficient goods and chattels



of the said defendants could not be found, that then he should cause the the amount of the said judgment to be made of the real estate which the said defendants had on the twenty-ninth day of January, in the year one thousand eight hundred and forty, or at any time afterwards, in whose hands soever the same might be, and that he should have that money before the judges of said court at the city hall of the said city, on the fourth day of February then next, to render unto said corporation, in satisfaction of the judgment aforesaid, and that he shall then have there that writ.

And your orator further shows unto your honor, that he has been informed and believes that the said writ of fieri facias, before the delivery thereof to the said sheriff, was duly endorsed according to the form of the statute in such case made and provided, with a direction to the said sheriff to levy the sum of sixteen hundred and sixty dollars and thirty-four cents, with interest from the twenty-ninth day of January, one thousand eight hundred and forty, besides his fees, and that the said writ, so endorsed, was, before the return day thereof, to wit, on the twenty-ninth day of January, in the year one thousand eight hundred and forty, delivered to the said sheriff, to be executed in due form of law. And your orator further shows unto your honor, that as he has been informed and believes, the said writ was in due form of law returned by the said sheriff to the clerk's office of the said court, at the city hall in the city of New York, on the tenth day of February, in the year one thousand eight hundred and forty, with his return endorsed thereon, that the said defendants had no goods, chattels, lands or tenements in his county, whereof he could cause the said sum of money to be made, as by said writ he was commanded, as by the said writ remaining wholly unsatisfied, in the office of said clerk, and by the return of the said sheriff thereon endorsed, reference thereto being duly had, will more fully and at large appear, and to which, or to an exemplified copy thereof, your orator prays leave to refer.

And your orator further shows unto your honor, that he is informed and believes, afterwards and on the tenth day of February, one thousand eight hundred and forty, the said the State Bank of Indiana, by their attorney aforesaid, issued out of the said court of common pleas an alias fieri facias on the said judgment, which was delivered to the sheriff of the said city and county, on the said tenth day of February, 1840, and which commanded said sheriff, as he had been before commanded, that of the goods and chattels of the said defendants, he should cause to be made the said sum of sixteen hundred and sixty dollars and thirty-four cents, to satisfy the said judgment, and that if sufficient goods and chattels of the said defendants could not be found in the said county to satisfy the said judgment, that then he should make the amount thereof



357

of the real estate which the said defendants were seized of on the 29th day of January, 1840, or at any time since, in whose hands soever the same might be, which said fieri facias was returnable on the third Monday of February, 1840, and was endorsed with a direction to levy the sum of \$1,660.34 with interest from the 29th of January, 1840, and sheriff's fees, as your orator is informed and believes.

And your orator further shows unto your honor, that afterwards and before the said last mentioned writ was returned, to wit, on the eighth day of March, 1840, by an instrument bearing date the day and year last mentioned, the said the State Bank of Indiana, under their corporate seal and under the signature of the president thereof, for and in consideration of the payment by your orator, to the said corporation, of the amount of the said judgment, sold, assigned, transferred and set over unto your orator, by the name of H. Hollis Hunnewell, the said judgment so recovered as aforesaid, and all sum and sums of money that might be had by means of the same, as by the said instrument of writing, now in your orator's possession, ready to be produced and proven as this honorable court may direct, will, on reference thereto, more fully appear, and to which, when produced and proven, your orator for greater certainty craves leave to refer.

And your orator further shows, on his information and belief, that afterwards and on the twenty-first day of September, 1840, the sheriff of the said county and city of New York, returned the said writ of alias fieri facias, with his return thereon endorsed, that he had made on the same six hundred and forty dollars and forty-two cents, and that the said defendants had no goods or chattels, lands or tenements, whereof he could make the residue of the said judgment, as by said writ of alias fieri facias, and said return now on file in the office of the clerk of the said court of common pleas, in the city hall of the city of New York, will more fully appear, and to which, for further certainty, your orator prays leave to refer.

And your orator further shows, that he is informed and believes, afterwards and on the 26th day of December, 1840, your orator caused to be issued, or there was issued for his benefit as such assignee of said judgment, a pluries fieri facias out of the Court of Common Pleas, upon the said judgment, to the sheriff of the city and county of New York, commanding the said sheriff, as he had often been commanded, of the goods and chattels of the said defendant, to levy the sum of \$1,660.34 to satisfy the said judgment, and that if sufficient goods and chattels of the said defendants could not be found to satisfy the same, then to levy the said sum of the real estate of which said defendants were seized on the 29th of January, 1840, or at any time since, in whose hands soever the same might be, which said last mentioned writ was returnable on the 28th



day of December, 1840, and was delivered to the said sheriff, on the 26th day of said December, and that the same was endorsed with a direction to levy the sum of one thousand and nineteen dollars and (92-100) ninety-two cents, with interest from the 29th day of January, 1840, and sheriff's fees, as your orator is informed and believes.

And your orator further shows, that he is informed and believes that the said sheriff, after the return day of said last mentioned writ, made return thereon, that the said defendants had no goods, chattels, lands or tenements to satisfy the same, as by the said last mentioned writ and return now on file in the office of the clerk of the said Court of Common Pleas, in the city hall of the city of New York, will fully appear, and to which your orator, for greater certainty, craves leave to refer.

And your orator further shows unto your honor that the said residue of the said judgment has never been paid to your orator, nor to any person for his use or benefit, nor has he ever derived any benefit from the same, but he is informed and verily believes that the same still remains in full force and effect, not vacated, annulled, reversed, nor in any way satisfied.

And your orator further shows unto your honor, that there is now justly, equitably and actually due to your orator, upon the said judgment, the sum of one thousand and nineteen dollars and ninety-two cents, together with legal interest thereon, over and above all just claims of the said defendants, or any or either of them, by way of set-off or otherwise.

And your orator further shows unto your honor, that he has reason to believe and does believe that the said defendants have equitable interests, things in action, or other property, exceeding in value the sum of one hundred dollars, exclusive of all prior just claims thereon, which your orator has been unable to discover and reach by execution upon the said judgment.

And your orator further shows unto your honor, that this bill is not exhibited by collusion with the said defendants, nor for the purpose of protecting the property and effects of the said defendants from the claims of other creditors, but for the sole purpose of compelling payment and satisfaction of the judgment aforesaid.

And your orator further shows unto your honor, that he has reason to believe and therefore charges that the said defendants, at the time of the rendition of the judgment, possessed, owned or had, and now possess own and have some interest in some real estate or chattels real, or in some personal property in possession, reversion or remainder of some name or kind, or that they had or have some interest in some lease or leases, mortgage or mortgages, lien or liens on land or leasehold estate of some name or kind, or that they have been or are possessed of or en-



titled to some stock, public or private, in some bank or government fund, insurance company or some other company or companies, chartered or unchartered, or that they are partners or otherwise interested with some other person or persons in business or adventures, or interested in some business or partnership, or in the profit thereof, or that they are interested in some property or thing or things in possession or action, of some name or kind in the stock of some bank or company in the city of New York or some other place, but of what in particular your orator is ignorant.

And your orator further shows unto your honor, that he believes and charges that the said defendants, at the time of the rendition of the judgment aforesaid, had or owned, or now have or own some debt or debts now due or owing to them from some person or persons in the United States or elsewhere, or that they are interested in some demand or demands, claim or claims of some name or kind, on one or more person or persons, company or companies, government or governments, or that they are interested in some bills of exchange, promissory note or notes, check or checks, certificate or certificates of stock, or contract for the sale or purchase of stock, bond or bonds of some name or kind, or have some money or bank notes, or bills or notes of some kind or other, which are intended to pass as money, or that there is or are one or more person or persons, unknown to your orator, who hold some real or personal estate or property, or interest therein, or something in action in trust for the said defendants, or for their benefit, in possession, reversion or remainder, proceeding either from said defendants or from some other person, by devise, grant, assignment or in some other manner, for their benefit, or from some cause, in some deed or assignment, creating a trust in their favor, or in some other manner, or that the said defendants have made or in some other manner, or that the said defendants have made or executed and delivered to some person or persons unknown to your orator, some assignment or assignments of some property, real or personal, or of some interest in some property, real or personal, or in the profits thereof, which said property or interest in property, or in the profits thereof, ought, in justice, to be transferred to your orator, in satisfaction of said judgment.

And your orator further shows, on his information and belief, that the said judgment was recovered on some note or draft, upon which Albert McNulty, one of said defendants, was primarily liable, as maker or acceptor, and that after the said judgment had been assigned to your orator as aforesaid, the said Albert McNulty being in possession of a certain mortgage, made by one D. A. Baldwin, on certain property in Chicago, in Illinois, to secure the payment of twenty-five thousand dollars, or thereabouts, assigned the said mortgage to the said Azor S. Marvin, one other of the defendants in the said judgment, upon a trust, and for the



purpose and intent of having the same used and applied towards the payment of the amount due on the said judgment, that the said mortgaged premises have been sold for taxes, amounting to about two hundred dollars, and that the said Azor S. Marvin afterwards redeemed the same in his own name, and now holds the same in fee, and is busy in endeavoring to dispose of the same for other purposes than the payment of the said judgment.

And your orator further shows unto your honor, that the said defendants, combining and confederating to and with divers persons, at present unknown to your orator, but whose names, when discovered, your orator prays may be inserted herein, with proper and apt words, to charge them with the premises, contriving to injure and oppress your orator in the premises, under various pretences, wholly neglect and refuse to pay the said judgment so recovered by your orator; all which actings and doings of the said defendants and their confederates, are contrary to equity and good conscience, and tend to the manifest injury and oppression of your orator.

In tender consideration whereof, and forasmuch as your orator is remediless in the premises, at and by the strict rules of the common law, and cannot have adequate relief, except by the aid and interposition of this honorable court, where matters of this and of the like nature are properly cognizable and relievable; to the end therefore, that the said defendants and the rest of the confederates, when discovered, may, upon their several and respective corporal oaths, full, true, direct and perfect answer make to all and singular the matters hereinbefore stated and charged, as fully and particularly, sentence by sentence and paragraph by paragraph as if they were thereunto particularly interrogated, and that not only according to the best of their knowledge and remembrance respectively, but also according to the best of their understanding, information, hearsay and belief, severally and respectively, and more especially, that they may answer, set forth and discover all the estate, real and personal, of every description, goods, chattels, money, stock, book accounts, due bills, promissory notes, bonds or mortgages, judgments and other choses in action, and each of them, belonging to the said defendants, as well at the time of the rendition of the judgment aforesaid, as until and at the time of filing their answer hereto, whether standing in their names or in the name or in the hands of any other person or persons for their use or in trust for them, either express or implied, and what disposition has been made of each of the same, and when, fully and particularly, and the amount and value of each of them, and the names and places of residence of the debtors respectively, and the evidence of their indebtedness; and that they may set forth and state how much is due on each of such demands,



and which of them are good and collectable, and which of them are doubtful, and which of them are bad, and who has the possession, custody or control of the said money, goods and chattels, book accounts, due bills, promissory notes, bonds, mortgages, judgments, and other choses in action, and each of them, fully and explicitly, and whether they have cash, money, or some kind of funds deposited in some bank or other place for safe keeping, and the amount and value thereof, and when deposited, and whether they are housekeepers and have a large or some amount of household furniture and how much, and plate or jewelry and to what amount, and where the same is situated and can be found, and whether they have made any assignment or transfer of any real or personal property since the rendition of the judgment aforesaid against them, and what was the consideration for such assignment or transfer, and to whom the same was made, and whether the said consideration had been paid, and in what manner, and how much there is still due and from whom; and that they may set forth the particulars, or annex a copy of every such assignment to their answer thereto.

And if they answer that they hold or have held any property of any nature or kind whatsoever, that they may set forth and discover the nature, amount and value thereof according to the best of their information and belief, and where the same is situated and to be found; and that they may answer each and all the matters herein required of them to answer, with express reference as well to the time of filing the bill as of filing their answer hereto, and that they may be ordered by a decree of this honorable court to pay and satisfy the said judgments and the costs of this suit to your orator, and that a sufficient portion of the property discovered may be set apart for that purpose, and that the said defendants may be enjoined and restrained by injunction from collecting, receiving, paying, assigning or parting with or in any manner using, controlling, interfering with or disposing of any money, property, things in action, effects or evidence of debt, belonging to, due to, or held in trust for them, except when such trust has been created by, or the fund so held in trust has proceeded from some person other than the said defendants, and from confessing any judgment for the purpose of giving any other creditor a preference over your orator and from doing any act to enable other creditors to obtain the property of the said defendants which your orator has been unable to discover and reach by execution, and that a receiver may be appointed to take care and charge of such property as may be discovered, and manage the same under the direction of this honorable court, and that the said defendants may be compelled to assign and deliver over to such receiver, under oath, all their property and effects and all books and papers relating thereto, and all the evidence thereof, and that your orator may have such further, or



that he may have such other relief as to your honor shall seem meet and may be agreeable to equity and good conscience.

May it please your honor to grant unto your orator the people's writ of injunction, issuing out of and under the seal of this honorable court, and under a proper penalty, to be directed to the said defendants, Albert McNulty, Marvin McNulty, Geo. M. Chapman, Alanson Trask and Azor S. Marvin, and to their solicitors, attorneys, counsellors and agents, enjoining and restraining them and each and every of them from collecting, receiving, paying, assigning or parting with, or in any manner using, controlling, interfering with or disposing of any money, property, things in action or evidence of debt, belonging to, due to, or held in trust for the said defendants, except when each trust has been created by, or the fund so held in trust has proceeded from some person other than the said defendants, and from confessing any judgment for the purpose of giving any other creditor a preference over your orator, and from doing any act to enable other creditors to obtain the property of the said defendants which your orator has been unable to discover and reach by execution.

May it please your honor to grant unto your orator the people's most gracious writ of subpœna, issuing out of and under the seal of this honorable court, to be directed to the said Albert McNulty, Marvin McNulty, Geo. M. Chapman, Alanson Trask and Azor S. Marvin, commanding them, by a certain day and under a certain penalty to be therein expressed, personally to be and appear in this honorable court, then and there to answer the premises, and to stand to, abide by and perform such order, direction and decree therein as to your honor shall seem meet and as may be agreeable to equity and good conscience.

And your orator will ever pray, etc.

H. HOLLIS HUNNEWELL,

*By his Atty. and Agent,*

EBENR. THAYER.

GEO. WHITE,

*Solr. for Complainant.*

*Counsel for Complainant.*



H. H. HUNNEWELL  
 vs.  
 ALBERT McNULTY et al. } In Chancery, before the Vice Chancellor.

New York, ss.

GEO. WHITE, solicitor for complainant, being duly sworn, says, that the statements in the foregoing bill, in relation to the recovery of the judgment, issuing and return of the several writs of execution thereon, against the said defendants, were made to the said Ebenezer Thayer, the attorney in fact of said complainant, by this deponent, and that the same are true to the knowledge of this deponent.

GEO. WHITE.

Sworn before me, this 30th }  
 day of December, 1840. }

A. N. GOUVERNEUR, Comr. of Deeds.

(Copy.)

RICH'D. B. CONNOLLY, Clerk.

State of New York }  
 City & County of New York }  
 On this 30th day of December one thousand  
 Eight hundred and forty, before me personally appeared Ebenezer Thayer  
 who being by me duly sworn, made oath that the H. H. Hunnewell the complainant  
 in the foregoing Bill of Complaint is now absent from the City of New York  
 as he is informed and believed, and that he resides in the City of Boston  
 in the State of Massachusetts, and that he the said Thayer is the agent  
 and attorney in fact of said Complainant for the purpose of suing for  
 and recovering the money in said Bill mentioned under a general authority  
 for that purpose; that he, said Thayer has heard the above bill read, and  
 knows the contents thereof, and that he has information as to all the  
 matters stated therein and from such information believes such matters  
 to be therein truly stated and such Bill to be true.

Ebner Thayer

Adolph H. Gouverneur  
 Comr. of Deeds



*The joint and several Answer of ALANSON TRASK and AZOR S. MARVIN, two of the Defendants to the Bill of Complaint of H. HOLLIS HUNNEWELL, filed against them, together with ALBERT McNULTY, MARVIN McNULTY and GEO. M. CHAPMAN, Defendants.*

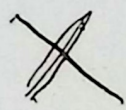
These defendants, Alanson Trask and Azor S. Marvin, saving to themselves all right of exception to said bill, for answer to it, say, that they admit that heretofore, to wit, on the 29th day of January, A. D. 1840, in the Court of Common Pleas, of the city and county of New York, the State Bank of Indiana recovered against said defendants, sixteen hundred dollars and thirty-four cents, for the damages which the said State Bank of Indiana had sustained, as well by the non-performance of certain promises and undertakings by the said defendants theretofore made, as for the costs and charges by said corporation in and about that suit laid out and expended. And these defendants admit, the said judgment still there remaining in full force and effect and not satisfied of record nor in any manner vacated, and the sum of money thereby adjudged remaining unpaid and unsatisfied, the said corporation, by Stephen Merrihew, their attorney, on or about the 29th day of January, 1840, for the purpose of obtaining satisfaction of the said judgment, sued and prosecuted out of said court a certain writ of the people, called a *fiери facias*, directed to the sheriff of the city and county of New York, by which said writ the said sheriff was commanded, as in said bill set forth and alleged. And these defendants admit the indorsement and delivery to the said sheriff, of said writ, as set forth and alleged in said bill. And these defendants admit that said sheriff returned said writ at the time and place and in manner and form, and with the return and to the effect as alleged and set forth in said bill, and to it they refer accordingly.

And these defendants further admit the issuing of the *alias fieri facias*, as alleged and set forth in said bill, and the delivery of it to said sheriff, as in said bill set forth, and that the command of said writ was as alleged in said bill, and that the same was indorsed and returnable as set forth in said bill.

And the defendants further say, that they have been informed and believe, and admit that the said State Bank of Indiana, under the signa-



ture of the president thereof, sold, assigned, transferred and set over unto the said complainant, by the name of H. Hollis Hunnewell, the judgment so recovered as aforesaid against the said defendants, and all sum or sums of money that might be had by means of the same. But these defendants say, and each for himself says, that they have no knowledge or remembrance or information or understanding or hearsay or belief, as to whether said assignment was made under the corporate seal of the said State Bank of Indiana, nor as to whether said instrument bore date or bears date on the 8th day of March, 1840, nor on what day it bore date nor on what day it was executed, but these defendants have been informed and believe and, admit that it was executed before the said last mentioned writ was returned, but they cannot state more particularly at what time or how it was executed. And these defendants further say, and each for himself says, that they do not know and have no remembrance and have not been informed save by said bill, and cannot say from belief, understanding or hearsay that said judgment was so assigned in consideration of the payment by said complainant to the said corporation, of the amount of the said judgment, nor in consideration of the payment of any sum or part thereof to said corporation or to any one acting for it, by said complainant. But these defendants have been informed and believe and therefore say, that the said judgment was so assigned to said complainant in consideration of the payment to the said corporation of the amount of the said judgment, but these defendants, upon their information, belief, understanding and hearsay, do say, and each for himself says, that the said amount of the said judgment was not and that no part of the same was paid to the said corporation by the said claimant, but that it was so paid by Geo. M. Chapman, one of the defendants to this said bill; and these defendants insist and expressly aver and charge that the said judgment was bought up and is now held by or for the benefit of the said Geo. M. Chapman, and is under the control and direction of said Chapman; that the money, in consideration of which the judgment was so assigned, was paid by said Chapman personally; and these defendants believe and charge, that if the said money or any part of it was advanced by said complainant to said Chapman, it was advanced at the request of said Chapman or for his benefit. And these defendants further say, and each for himself says, that as they have been informed and believe, after the delivery of said writ of *feri facias* to the sheriff as aforesaid, and before the return day thereof, the said sheriff, by virtue thereof, levied on certain goods in the possession of and belonging to said Geo. M. Chapman, formerly belonging to him and Marvin McNulty, at the store of the said McNulty & Chapman, of a value more than sufficient to pay the whole of said judgment; that said sheriff, by his deputy who made the said





levy, began to mark, one by one, the several boxes and cases in which said goods as levied upon were contained, and marked a part of them and was proceeding to mark the rest when said Chapman interposed and stated to him that he had already marked more than enough to pay the debt four times over, and that all the goods should remain as they were though not marked, and thereupon the said deputy sheriff did not mark any other boxes, but set a man to watch over the store, and departed. And these defendants say, and each for himself says, that they have been informed and believe, and expressly aver and charge the fact to be, that after the transfer of the said judgment was made, soon after the said levy on said goods, and all the negotiations therefor, began, completed and ended but upon the time of the making of said levy and a sale of a part of said goods, as hereinafter mentioned. And these defendants say, and each for himself says, they have been informed and believe, and expressly aver and charge the fact to be, that after the transfer of the said judgment, one Edward Clark, or some other person to the defendants unknown, acting in the name of the said complainant and as his attorney, commanded and directed the said deputy sheriff to sell only as many of the said goods so levied on as aforesaid, as he, the said deputy had marked as aforesaid, and to return the execution unsatisfied as to the balance, and not to sell the other part of the goods so levied on, and that said deputy complied with said directions, and acted under and in conformity with the same.

And these defendants further say, and each for himself says, that they have been informed and believe that the said Edward Clark is an attorney at law in the city of New York, and that the attorney who recorded the said judgment for the said corporation particularly directed the said deputy sheriff to follow the instructions and directions of said Clark concerning the same, and also that the circumstances or some of them which caused the said goods so marked to be sold were these :

When the deputy sheriff first went to levy on said goods, said Chapman pretended that they had been transferred to one Gunn, and belonged to him, Gunn, and when the deputy sheriff came to levy on them as the property of Gunn on an execution against Gunn, said Chapman claimed them as his, and, therefore, the deputy levied on them without specifying under which execution, and being restrained by the execution against Gunn from returning the said alias fieri facias wholly unsatisfied, and by receiving directions and notice from said Clark to pay over to him the money collected under the sale of the said goods so marked and not to pay it on the said execution against Gunn.

And these defendants further say, and each for himself says, that as they have been informed and believe the said deputy sheriff would have sold under said alias fieri facias all said goods as levied on, whether



marked or not marked by him, and have paid the money over to said Clark to an amount sufficient to have paid the full amount of the said judgment and all interest and expenses, if the said Clark had not so directed him otherwise as aforesaid; and these defendants insist that the said levy on said goods is a complete satisfaction of said judgment, and that nothing passed to the said complainant by said transfer and assignment except the interest in the goods as levied on and the lien on them thereby acquired.

And these defendants admit that afterwards and on the twenty-first day of September, 1840, the sheriff of the city and county of New York returned the said writ of alias fieri facias, with his return thereon endorsed, that he had made on the same six hundred and forty dollars and forty-two cents, and that the said defendant had no goods, chattels, lands or tenements whereof he could make the residue of the said judgment.

And these defendants further say, and each for himself says, that they do not know and have not been informed, save by said bill, and cannot say from remembrance, understanding, hearsay or belief or otherwise, whether afterwards and on or about the 26th day of December, or at any other time, the said complainant caused to be issued, nor whether there was issued for his benefit, as such assignee of said judgment or otherwise, nor whether there was at all issued, a pluries fieri facias out of said Court of Common Pleas upon the said judgment to the sheriff of the city and county of New York, nor whether the command of said writ was as set forth in said bill, nor what the command of any such writ was or might be, nor whether such writ was returnable on the 28th day of December, 1840, or at any other time, nor whether it was delivered to the said sheriff on the 26th day of said December or at any other time, nor whether such writ was endorsed as set forth in said bill or in any other way, nor whether said sheriff, before or after the return day of said last mentioned writ, made return thereon or otherwise, that the said defendant had no goods, chattels, lands or tenements to satisfy the same, nor whether the said sheriff made any like or other return or any return to said writ, nor whether he ever returned any such writ in any way.

And these defendants admit that the residue of said judgment has never been paid to the said complainant nor to any person for his use and benefit, except as herein otherwise mentioned; and they admit that he has not derived any benefit from the same and that the same still remains in full force, not vacated, annulled, reserved or in any way satisfied, except as herein otherwise mentioned and set forth.

And these defendants deny, and each for himself denies, that at the time of the filing of said bill there was and that there is now justly equita-



bly due to said complainant upon the said judgment the sum of one thousand and nineteen dollars and ninety-two cents, or any other sum, either with or without any interest thereon either over or above any just claim of the said defendants or any or either or some of them or otherwise, and not regarding any such claim.

And these defendants deny, and each for himself denies, that at the time of the filing of said bill they had or that they have now equitable interest, things in action or other property, exceeding in value the sum of one hundred dollars over and above all prior just claims thereon.

And these defendants admit, and each for himself admits, that said bill is not exhibited by collusion with them or either of them, nor for the purpose of protecting the property or effects of them or either of them for the claims of other creditors, but for the sole purpose of compelling payment and satisfaction of the amount of the said judgment. And these defendants deny, and each for himself denies, that at the time of the rendition of the judgment aforesaid, or at the time of filing said bill, they possessed, owned or had or now possess, own or have any interest in any real estate or chattels real, or in any personal property, possession, reversion or remainder, of any name or kind, or any interest in any lease or leases, mortgage or mortgages, lien or liens on land in leasehold estate of any name or kind, or have been or were at the time of the filing of said bill or are now possessed of or entitled to any stock, public or private, in any bank or government fund, insurance company or any other company or companies, chartered or unchartered; or that at the time of the filing of the said bill they were or now are partners, or otherwise interested with any other person or persons in business or adventure, or interested in any business or partnership or in the profit thereof, or in any property, or thing or things in possession or action of any name or kind in the stock of some bank or company in the city of New York or any other place, except as herein otherwise set forth.

And these defendants deny, and each for himself denies, that at the time of the rendition of said judgment, or at the time of filing said bill, they had or now have any debt or debts due or owing to them from any person or persons in the United States or elsewhere, or that they then were or now are interested in any demand or demands, claim or claims of any name or kind on one or more person or persons, company or companies, government or governments, or in any bills of exchange, promissory note or notes, check or checks, certificate or certificates of stock, or contract for the sale and purchase of stock, bond or bonds of any name or kind, or that at the time of the filing of the said bill, they had or now have any money or bank notes or bills, or notes of any kind intended to pass as money, or that there was or were at the time of



filing of said bill, or that there now is or are one or more or any person or persons who then held or now hold any real or personal estate or property or interest therein, or any thing in action, in trust for these defendants or for their benefit, in possession, reversion or remainder, proceeding either from the defendants or from any other person, by devise, grant, assignment, or in any other manner for their benefit, or from any clause in any deed or assignment and creating a trust in their favor, or in any other manner, except as herein otherwise mentioned.

And these defendants deny that they have made or executed or delivered to any person or persons, any assignment or assignments of any property, real or personal, or of any interest in any property real or personal, or in the profits thereof, except as herein otherwise mentioned.

And these defendants admit and say, and each for himself says, that the said judgment was recovered on a note upon which said Albert McNulty was liable as maker, and these defendants and said Marvin McNulty and Geo. M. Chapman were indorsers, and that said note was made by said Albert McNulty and indorsed by these defendants for the benefit and accommodation of said Marvin McNulty and Geo. M. Chapman, to whom it properly belonged to pay the same.

And they admit, that after said judgment had been assigned to the said complainant, the said Albert McNulty being in possession of a certain mortgage made by one D. A. Baldwin, on certain property in Chicago, Illinois, to secure the payment of twenty-two thousand five hundred dollars or thereabouts, and not twenty-five thousand dollars or thereabouts, assigned the said mortgage to the said Azor S. Marvin, upon a trust and for the purposes and intent of having the same used and applied towards the payment of the amount due on the said judgment; that the said mortgaged premises have been sold for taxes, amounting to about one hundred and forty dollars, and not two hundred dollars, and have not since or in any way been redeemed. And this defendant, Azor S. Marvin, denies that he, the said Azor S. Marvin, redeemed the same in his own name or otherwise, or at the time of filing the said bill he held or that he now holds the same in fee or otherwise, or is now or then was endeavoring to dispose of the same, except as herein otherwise mentioned, for other purposes than the payment of the said judgment or in any way inconsistent with the trust created by the said trust assignment as aforesaid, or in defraud of said trust.

And this defendant, Alanson Trask, says he has not any knowledge or remembrance on the subject, but has been informed and believes and understands, and has heard that the said Azor S. Marvin did not redeem the same in his own name or otherwise, and does not now, nor did he at the time of filing said bill, hold the same in fee or otherwise, and that



he was not then and is not now endeavoring to dispose of the same, except as herein otherwise mentioned, for other purposes than the fulfilling of said trust so created.

And the said Azor S. Marvin says and avers, and the said Alanson Trask says he has been informed, and believes it to be true, but has no knowledge or remembrance on the subject, nor any understanding or hearsay except as herein otherwise set forth, that previously to the expiration of the time limited and appointed for the redemption of said lands from the date thereof for taxes, he, the said Azor S. Marvin, gave notice of the same to the complainant in this suit, by letter directed to him at Boston, and put in the post-office in this city on or about the day of the date thereof, and also by another letter at the same time delivered to him personally at his place of business in this city, and that a copy of said notice is hereto annexed, marked Schedule A, and to it these defendants refer as a part of this their answer.

And these defendants in like manner say, that at or about the same time, said Azor S. Marvin notified said Geo. M. Chapman of the same circumstance, and repeatedly requested of him to redeem the same, and that both he and the said complainant have hitherto wholly refused and neglected so to do, except as herein otherwise stated, and that about the same time a like notice was given by said Azor S. Marvin to Nevins & Townsend, agents for the holders of the note of seven hundred and seventy-five dollars mentioned in said assignment, and that they have wholly neglected and refused to redeem the said property, and that therefore, in order to save the said property, the said Azor S. Marvin applied to sundry persons to raise or borrow the money necessary to redeem the said property, that they all refused to lend or advance the same, and that one of the said persons, one Samuel Penny, of the city of Brooklyn, was thus informed of the state and facts of the case, and that the said Samuel Penny paid the sum of one hundred and forty dollars to the person who had bought the same, and took a quit claim deed from him, and that the deed therefor was taken, and the title now held by, and in the name of, John P. Marvin, and has since paid seventy-four dollars and thirteen cents for subsequent taxes and charges thereon, and that a copy of the assignment under which the same was conveyed to said Azor S. Marvin by said Albert McNulty, is hereto annexed, marked Schedule B, and to it these defendants refer as a part of this their answer, and insist and aver that the said property is, as they are informed by counsel, and verily believe, legally and equitably passed from the custody and control of said Azor S. Marvin, but that the said Samuel Penny and John P. Marvin are willing to have the same applied to the purposes of the said trust, after paying the expenses incurred by them upon the same, and are willing to receive their strict rights in the premises as these defendants have been informed and believe.



And these defendants deny all and all manner of combination as charged in said bill.

And these defendants say, and each for himself says that, according to the best of their knowledge and remembrance, understanding, information, hearsay and belief, they had not at the time of the rendition of said judgment, or at the filing of the said bill of complaint, nor at any time since the rendition of the said judgment till now, and have not now any estate real or personal, of any description, nor any goods, chattels, money, stock, bank accounts, due bills, promissory notes, mortgages, judgments or other choses in action, or any of them belonging to them, either standing in their own names, or in the name or in the hands of any other person or persons for their use, or in trust for them, either expressed or implied, and that no disposition has been made of the same, nor at any time, except as herein otherwise mentioned, and that the amount and value of each of them, and the names and places of residence of the debtors and the evidences of their indebtedness, and the amount due on each of such demands, and which of them are good and collectable, and which of them are doubtful, and which of them are bad, is and are correctly, fully, truly, directly and perfectly set forth in this their answer, and that no one has the possession, custody, or control of any such money, goods or chattels, book accounts, due bills, promissory notes, bonds, mortgages, judgments, or other choses in action, or any of them, except as herein otherwise mentioned, and at the time of the filing of said bill, they had not, and that they have not now any cash, money, or any kind of funds deposited in any bank, or in any other place for safe keeping, and that there is no other amount thereof, and no place where the same is deposited, except as herein otherwise mentioned.

And these defendants also say, and each for himself says, that they were not, at the time of the filing of said bill, and are not now, housekeepers, and have not a large, or any amount of household furniture, nor any amount thereof, and that the same is not, nor is any part thereof, situated, nor can the same, nor any part thereof be found anywhere, except as herein otherwise mentioned.

And these defendants say, and each for himself says, that they have not made any assignment or transfer of any real or personal property since the rendition of the said judgment against them, and that there was no consideration for any such assignment or transfer, and that the same was not made to any person, and that the said consideration has not been paid, nor paid in any manner, and that there was not at the time of the filing of said bill and is not now due any amount or part thereof, nor from any person, and that there are no other particulars of such assignment except as herein otherwise mentioned.

And these defendants say, and each for himself says, that according



372

to the best of their information, judgment and belief, they have and do set forth and discover the nature and amount and value of all the property of any nature or kind whatsoever that they now hold or held at the time of filing the said bill, except as herein otherwise mentioned.

And these defendants, and each for himself says, that at the time of the rendition of said judgment, they were possessed of certain choses in action, and the property more particularly set forth in Schedule E, hereto annexed, and which they pray may be taken as a part of this their answer, whenever referred to, and that the same have all been passed away by them to divers persons, so mentioned in Schedule E, and that since being so passed they have been entirely out of the control of these defendants, having been passed absolutely and without recourse, and not as collateral; and also, that at the time of the rendition of said judgment they had the choses in action and property mentioned in Schedule D, hereto annexed, and that they have collected or settled the same, and have disposed of the proceeds thereof for the payment of their debts and other purposes, as mentioned in Schedule D, and to it they refer as part of this their answer.

And these defendants further say, and each for himself says, that at and from the time of the rendition of the said judgment to the fourth day of August then next following, they were engaged as partners in the commission business, and not on their own accounts, and that they expended the commission and profit derived therefrom as fast as acquired, for the support of themselves and families, and that since that time they have not been engaged in business on their own account, but have been engaged in business separately, each by himself, as commission merchants or acting for others in some capacity as agents.

And these defendants further say, and each for himself says, that on the third day of July, 1840, they made, executed and delivered to Asa G. Trask, then of the city of Brooklyn, and now residing and doing business as a merchant in the city of New York, an assignment, a copy of which is hereto annexed, marked E, and to which these defendants refer as a part of this their answer, and say that the Schedule marked A, annexed to said assignment, is also to be taken as a part of said Schedule E, and that the same shows the particulars of the property so assigned, and the amount and value thereof, and the names of the persons who held the same as attornies or agents, or otherwise, and which are good or bad or doubtful, and the kind of claim, and that all mentioned in said Schedule A, annexed to Schedule E, down to and excluding the debt of E. D. Avery, are, or were when assigned, good; that the debts of E. D. Avery are, or were when assigned, good; that the debt of E. D. Avery and those next after, down to and including that of Wm. Ford & Son, are doubtful, and that all those to which the name of no one else is affix-



ed, are in the hands or control of the said Asa G. Trask as such assignee thereof.

And these defendants further say, that the said Alanson Trask, of his own knowledge and remembrance, and the said Azor S. Marvin, on his information and belief, that at the time of the rendition of the said judgment the said Alanson Trask was possessed of certain furniture, specified in Schedule F, hereto annexed, and to which they pray leave to refer as a part of this their answer.

And that afterwards on or about the 23rd day of April last past, 1840, the said Alanson Trask transferred, conveyed and delivered to one Frederick Marquand the said furniture, together with an instrument in writing, of which said Schedule F is a copy, for the consideration and on the terms mentioned in the receipt to said Marquand at the foot thereof, and that said Alanson Trask was then indebted for borrowed money to said Marquand to many hundred dollars more than the amount, the sum of seventeen hundred and eighty-eight dollars, for which he was credited by said Marquand, on the sale and transfer of the said property to him, and that from the time of such sale and transfer the said furniture has been in the control of said Marquand, in his, Marquand's, own house, and that the said Alanson Trask is still largely indebted to him.

And these defendants say, and each for himself says, on knowledge, as to the other, on information and belief, that the said Azor S. Marvin was, at the time of filing said bill and is now, a housekeeper in State street near Henry street, in the city of Brooklyn, but then had and now has less furniture than is by law allowed as exempt from execution, and it is in use at the house occupied by him, and was so when the bill was filed, and that at the time of filing of said bill and now, the said Alanson Trask was and is living in a house with another family, paying half the current outlay, and has no furniture of his own and had not at the time of filing of said bill.

And these defendants do now expressly insist, aver and charge that the said complainant has no equitable or legal rights in the premises against them, and that the said judgment has been in fact, in law and in equity satisfied, and ought to be cancelled, and that this suit is prosecuted at the instance and request and for the secret benefit of the said Geo. M. Chapman.

And these defendants aver and say that the said Azor S. Marvin, upon knowledge and remembrance, and the said Alanson Trask, upon information and belief, that the only answer, offer or proposal of any kind, made in reply to the said notice of the said Azor S. Marvin to said complainant and others, was that contained in a note or notice received by said Azor S. Marvin from the said Geo. M. Chapman, of which a copy is hereto annexed, marked Schedule G, and to it these



*filed March 4. 1841.*

defendants refer as a part of this their answer. And these defendants pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

(Signed) ALANSON TRASK.  
AZOR S. MARVIN.

G. K. OSBORN,  
*Solr. for Defts. Trask and Marvin.*

GEO. FOLSOM,  
*Of Council for Trask and Marvin.*

STATE, CITY AND COUNTY OF NEW YORK, ss.

On this twenty-second day of February, A. D. 1841, before me came Alanson Trask and Azor S. Marvin, the defendants in the above answer, and being by me duly sworn, say, and each for himself says, that they have read the foregoing answer subscribed by them, and know the contents thereof, and that the same is true of their own knowledge, except as to the matters which are therein stated to be on their information and belief, and as to those matters they believe it to be true.

FRANCIS O. DORR,  
*Comr. of Deeds.*

(COPY.)

SCHEDULE A, referred to in annexed answer.

*New York, 20 July, 1840.*

*printed ante p 225*

SIR:

I have recently received information that certain lots of land in Chicago, Illinois, which were assigned to Albert McNulty, and by him assigned to the subscriber, to secure the payment of certain judgments obtained against the said Albert McNulty by the Bank of Indiana, and also against Marvin McNulty, Geo. M. Chapman, Alanson Trask and Azor S. Marvin, for seven hundred and seventy-five dollars or thereabouts, have been sold for the taxes, and the last day for the redemption of said lots is on the 8th day of August, 1840.

The amount of taxes are said to be about one hundred and forty dollars. As I have no money belonging to this trust, and as it is utterly out of my power to raise the money for that purpose, I give you the information that you may redeem it if you think best.

(Signed) A. S. MARVIN.

To H. HOLLIS HUNNEWELL, Esq.,

Boston, Mass.



(COPY.)

SCHEDULE B, referred to in annexed answer.

KNOW ALL MEN BY THESE PRESENTS, That I, Albert McNulty, of the city, county and State of New York, party of the first part, for and in consideration of one dollar to me in hand paid by Azor S. Marvin, of the same place, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part, a certain indenture of mortgage, bearing date the (27th) twenty-seventh day of January, one thousand eight hundred and thirty-seven, made and executed by Daniel A. Baldwin and wife, of the town and county of Oswego and State of New York, to Moses P. Hatch, of the same place, and by the said M. P. Hatch by his attorney, T. S. Morgan, assigned to the said McNulty, to secure the payment of twenty-two thousand five hundred dollars, with lawful interest, and which mortgage was recorded in the office of the recorder of Cook county, in the State of Illinois (where the property on which it is given is situated,) in book P of mortgages, page 33, on the third day of July, 1837, together with the bond and obligation therein described, and the money to grow due thereon with the interest; to have and to hold the same unto the said party of the second part, his heirs and assigns, upon the trust and trusts nevertheless, that the said party of the second part shall, within such convenient time as may be, procure the payment thereof or convert the same into money by foreclosure or otherwise, and pay and apply monies arising therefrom in the manner following, that is to say: First, that the said party of the second part shall pay or cause to be paid a certain judgment obtained against me by the Bank of Indiana, and also against Marvin McNulty, Geo. M. Chapman, Alanson Trask and Azor S. Marvin. And second, shall appropriate such sum or sums of money as shall remain, after paying the said judgment, to protect and secure the said Alanson Trask and Azor S. Marvin against an indorsement made by them on a certain note drawn by McNulty and Chapman, dated New York, Sept. 7th, 1837, at 60 days after date, for seven hundred and seventy-five dollars or thereabouts, and to indemnify the said Alanson Trask and Azor S. Marvin, against any loss or damage they may sustain by the non-payment thereof by the drawers. And third, to pay the balance of the money arising therefrom, if any there should be, to me, the said Albert McNulty. And I hereby make, constitute and appoint the said party of the second part my true and lawful attorney, irrevocable, in my name or otherwise, to have, use and take all lawful ways and means for the recovery of the said money and interest, and in case of payment, to discharge the same as fully as I might or could do if these presents had not been made.

*printed ante p. 170*

In witness whereof, I have hereunto set my hand and seal, this twenty-seventh day of March, one thousand eight hundred and forty.

(Signed) ALBERT McNULTY. [L. s.]

Signed, sealed and delivered }  
in presence of }  
(Signed) WALTER K. MARVIN.



(COPY.)

SCHEDULE G, referred to in annexed answer.

New York, July 24th, 1840.

Mr. A. S. MARVIN:

Dear Sir:

I am directed by Mr. H. H. Hunnewell, to inform you, in reply to your letter of the 20th inst., that it is your duty to pay the taxes of \$140 on the Chicago property and redeem it, and thus fulfill the trust confided to you; but if you cannot do this, he will advance the money and redeem the property on receiving from you an assignment of the said mortgage as collateral security for the advance, and the debt mentioned in your letter, provided you at once give me notice of your acceptance of this proposition, as Mr. Hunnewell leaves town to-day or to-morrow.

Yours, &amp;c.,

(Signed) GEO. M. CHAPMAN.

(Copy.)

RICH'D B. CONNOLLY, Clerk.

*Schedule C. Contains a list of assets of Trask & Marvin*  
*Schedule D. Shows how & when they were disposed of*  
*pt 2 p 490 - Schedule E. Assignment Trask & Marvin to Asa J Trask*  
*" It Bill of Sale of Alanson Trask's furniture*



IN CHANCERY:

Before the Vice Chancellor.

*The several answer of ALBERT McNULTY, one of the Defendants to the Bill of Complaint exhibited against him and Marvin McNulty, Geo. M. Chapman, Alanson Trask and Azor S. Marvin, Defendants, by H. Hollis Hannewell, Complainant.*

The defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties or other imperfections in the complainant's bill of complaint contained, for answer thereunto, or unto so much and such parts thereof as this defendant is advised it is in any way material or necessary for him to make answer unto, makes answer and saith.

That he has been informed and believes, and therefore admits, that the State Bank of Indiana recovered a judgment against this defendant and Marvin McNulty, Geo. M. Chapman, Alanson Trask and Azor S. Marvin in the court at the time and for the amount mentioned in the said bill of complaint.

And this defendant further answering says, that he has no knowledge or information, except from said bill of complaint, of any proceedings on the part of the said corporation for the purpose of obtaining satisfaction of the said judgment, or of the issuing of the fieri facias first mentioned in the said bill, or of the direction, commanding, contents, endorsements, delivery, return or filing of the said writ of fieri facias, or of the times and place of such delivery, return and filing, or of the return endorsed on the said writ of fieri facias, or any of the same, but this defendant leaves the said complainant to make such proof as he may be advised. And this defendant further answering says, that he has no knowledge or information, except from said bill of complaint, of the issuing of the alias fieri facias mentioned in the said bill, or of the direction, commanding, contents, endorsements, delivery, return or filing of the said alias fieri facias, or of the times and place of such delivery, return and filing, or of the return endorsed on the said alias writ of fieri facias or of any of the same, and he, therefore, cannot admit or deny the same, but this defendant leaves the said complainant to make such proof thereof as he may be advised.



And this defendant further answering saith, that he has no knowledge or information save from said bill of complaint of the selling or assigning or transferring or setting over the said judgment to the said complainant by the said the State Bank of Indiana, or of the time or the manner or consideration of such sale, and cannot, therefore, admit or deny the same, but leaves the said complainant to make such proof thereof as he may be advised.

And this defendant further answering saith, that he is ignorant and has no knowledge or information, except from the said bill of complaint, of the issuing of the pluries fieri facias mentioned in the said bill, or of the direction, commanding, contents, endorsement, delivery, return or filing of the said pluries fieri facias, or of the time and place of such delivery, return and filing, or of the return endorsed on the said pluries writ of fieri facias, or of any of the same, and he cannot, therefore, admit or deny the same but leaves the said complainant to make such proof thereof as he may be advised.

And this defendant further answering saith, that he is ignorant and has no knowledge or information, except from said bill, whether or not the said judgment or any part thereof has ever been paid to the said complainant, or to any person for his use or benefit, or whether or not the said complainant has ever derived any benefit from the same, or whether or not the same still remains in full force and effect, not vacated, annulled, reversed or in any way satisfied, or what amount is justly or equitably or actually due to the complainant upon the said judgment over and above all just claims of the said defendants or either of them, by way of offset or otherwise, or any of the same, and he cannot, therefore, admit or deny the same.

And this defendant further answering denies that, at the time of filing the said bill of complaint, he had or now has equitable, or things in action, or other property, exceeding in value the sum of one hundred dollars over and above all just claims thereof.

And this defendant further answering admits, that the said bill of complaint is not exhibited by collusion with this defendant, nor for the purpose of protecting the property or effects of this defendant from the claims of other creditors, but for the sole purpose of compelling payment and satisfaction of the amount of the judgment aforesaid.

And this defendant further answering denies, that at the time of the rendition of the judgment aforesaid, or at the time of filing said bill, he possessed, owned or had, or now possesses, owns or has, any interest in any real estate or chattels real, or in any personal property, reversion or remainder of any name or kind, or any interest in any lease or leases, mortgage or mortgages, lien or liens on land, or leasehold estate of any name or kind, or that he has been or was at the time of the filing of



said bill or now is possessed of or entitled to any stock, public or private, in any bank or government fund, insurance company or any other company or companies, chartered or unchartered, or at the time of the filing of said bill he was or now is partner or otherwise interested with any other person or persons in business or adventure, or interested in any business of partnership, or in the profit thereof, or in any property or thing or things in possession or action of any name or kind, or in the stock of any bank in the city of New York or any other place, except herein otherwise mentioned and set forth.

And this defendant further answering, denies that at the time of the rendition of the judgment aforesaid, or at the time of the filing of the said bill, he had or owned or now has or owns any debt or debts due or owing to him from any person or persons in the United States or elsewhere, or that he is interested in any demand or demands, claim or claims of any name or kind, on one or more or any person or persons, company or companies, government or governments, or in any bills of exchange, promissory note or notes, check or checks, certificate or certificates of stock or contracts for the sale or purchase of stock, bond or bonds of any name or kind, or that at the time of the filing of said bill he had or now has any money in bank notes of any kind intended to pass as money, or that there was or were at the time of the filing of the said bill, or that there now is or are one or more or any person or persons who then held or now hold any real or personal estate or property or interest therein, or anything in action, in trust for this defendant or for his benefit, in possession, reversion or remainder, proceeding either from this defendant or from any other person by devise, grant, assignment, or in any other manner, for his benefit, or from any clause in any deed or assignment creating a trust in his favor, or in any other manner, or that he has made or executed or delivered to any person or persons any assignment or assignments of any property, real or personal, or of any interest in any property, real or personal, or in the profits thereof, except as herein otherwise mentioned and set forth.

And this defendant further answering, admits that the said assignment was recovered on a note upon which this defendant was liable, as marked, but this defendant saith that this said note was made by this defendant and indorsed by the said defendants Trask and Marvin, for the benefit and accommodation of the said defendants Marvin McNulty and George M. Chapman, to whom it properly belonged to pay the same.

And this defendant further answering, admits, that being in possession of a certain mortgage, made by one D. A. Baldwin, on certain property in Chicago, in Illinois, to secure the payment of twenty-two thousand five hundred dollars, or thereabouts, he, this defendant, on

X



the twenty-seventh day of March, 1840, assigned the said mortgage to the said Azor S. Marvin upon a trust, and for the purpose and intent of having the same used and applied toward the payment of the amount due on the said judgment, but whether such assignment of said mortgage to said Azor S. Marvin was made before or after the said judgment had been assigned to the said complainant, this defendant is ignorant and cannot state, having no knowledge or information of the same except from said bill.

And this defendant further answering saith, that he has been informed and believes, and therefore admits that the said mortgaged premises have been sold for taxes, amounting to about two hundred dollars, but this defendant is ignorant and has no knowledge or information, except from said bill, whether or not the said Azor S. Marvin afterwards redeemed the same in his own name or otherwise, or now holds the same in fee or otherwise, or whether or not the said Azor S. Marvin is busy in endeavoring to dispose of the same for other purposes than the payment of the said judgment, or what disposition has been made of the same, and he cannot therefore admit or deny the same.

And this defendant further answering says, that according to the best of his knowledge and remembrance, understanding, information, hearsay, and belief, he had not, at the time of the rendition of the said judgment, or at the time of the filing of the said bill, nor at any time since the rendition of the said judgment until now, and has not now any estate, real or personal, of any description, nor any goods, chattels, money, stock, book accounts, due bills, promissory notes, bonds, mortgages, judgments or other choses in action, or any of them, belonging to him, either standing in his own name or in the name of or in the hands of any other person or persons for his use or in trust for him, either expressed or implied, and that no disposition has been made of the same or any of the same, nor at any time except as herein otherwise mentioned, and that the amount and value of each of them, and the names and places of residence of the debtors respectively, and the evidence of their indebtedness and the amount due on each of such demands, and which of them are good and collectable and which of them are doubtful and which of them are bad, is and are correctly, fully, truly and explicitly set forth in this his answer, and that no one has the possession, custody or control of any such money, goods or chattels, book accounts, due bills, promissory notes, bonds, mortgages, judgments or other choses in action, or any of them, except as herein otherwise mentioned, and at the time of the filing of the said bill of complaint he had not, and that he has not now any cash, money or any kind of funds deposited in any bank or banks or at any other place of safe keeping, and that there is no other amount of value thereof and no place where the same is deposited except as herein otherwise mentioned.



And this defendant further answering says, that he was not at the time of the filing of the said bill, and is not now a housekeeper, and has not a large nor any amount of household furniture, nor any amount thereof, situated, nor can the same or any part thereof be found anywhere.

And the defendant further answering says, that he has not made any assignment or transfer of any real or personal property since the rendition of the judgment aforesaid against him and the other defendants to this suit, and that there was no consideration for any such assignment or transfer, and that the same was not made to any person, and that the said consideration has not been paid nor paid in any manner, and that there was not at the time of the filing of the said bill, and is not now due, any amount or part thereof, nor from any person, and that there are no other particulars of such assignment except as herein otherwise mentioned.

And this defendant further answering says, that according to the best of his information, judgment and belief, he has and does set forth and discover the nature, amount and value of all the property of every nature or kind whatsoever that he now holds or held at the time of the filing of the said bill.

And the defendant further answering saith, that at the time of the rendition of the said judgment, he was possessed of certain choses in action and property, more particularly set forth in Schedule A hereunto annexed, and which he prays may be taken as a part of this his answer, whenever referred to, a portion of which he, this defendant, has collected and settled, and disposed of the proceeds thereof for the payment of his debts and other purposes, as is truly and correctly mentioned, set forth and stated in said schedule, as fully and particularly as this defendant is able to set forth and state the same, and that all the rest and residue of said choses in action and property, were actually and absolutely passed away by the defendant before the filing of the said bill, and at the times mentioned in said schedule, to divers persons, as is truly and correctly mentioned and set forth in said schedule, and for the purposes in said schedule mentioned, and that since they were so passed away, this defendant has not had nor now has any interest in or control over the same, nor any of the same, nor any part thereof.

And this defendant further answering says, that from the time of the rendition of the said judgment, to this month of February, 1841, he was engaged in no business at all, except that of settling and arranging his old business, and that since that time he has not been engaged in any business on his own account, but has been and is now engaged as a clerk, acting for another, and that he has expended and does now expend the salary derived from his said clerkship as fast as acquired, for the support of himself and family.



And this defendant further answering saith, that he was not, at the time of the filing of said bill, nor has he been since, nor is he now a housekeeper, but that he and his family were, at the time of filing the said bill, and ever since have been, at board, and that he had not at the time of filing said bill, nor at any time since, nor has he now, any furniture of his own.

And this defendant denies all and all manner of combination and confederacy wherewith he is charged in and by the said bill. All which matters and things this defendant is ready to aver, maintain and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

ALBERT McNULTY:

IVAN NEWELL,

Solr. for Deft, Albert McNulty.

D. BRUSH,

Of Counsel.

*Filed Apr 26, 1841*

City and County of New York. ss.

¶ On this 23rd day of April, 1841, before me came Albert McNulty, the defendant in the foregoing answer, and who has subscribed the same, and being by me duly sworn, did depose and say, that he had heard read the foregoing answer and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters which are therein stated to be on his information or belief, and as to those matters he believes it to be true.

A. WRIGHT, Comr. of Deeds.

*Schedule "A" referred to in above answer + thereto annexed  
Copied at p 843 of ph 2<sup>o</sup>*



CITY AND COUNTY OF NEW YORK,

*In Chancery before the Vice Chancellor.*

H. Hollis Hunnewell

*vs.*

Albert McNulty, Azor S. Marvin,  
Alanson Trask, Geo. M. Chapman,  
and Marvin McNulty.

*Bill filed Dec. 30th, 1840.*

GEO. WHITE,  
*Solicitor.*

The clerk of the city and county of New York will please search the Docket and Index for decrees in chancery in the above entitled cause, from January 1st, 1842, to the month of July, 1847, when the court of chancery was abolished. *Nothing found to*  
[L. s.] *July 1st, 1847.*

RICHARD B. CONNOLLY,  
*Clerk of the County of New York.*

Duly certified and exemplified by Hon. Henry E. Daveis, Presiding Justice, in the city of New York.

*The Deposition of PETER M. BURBANK, taken before William C. Prime, at the City of New York, on the 20th day of January, 1859, on the part of the complainant.*

*1st Int.* What is your name, age and occupation, and are you acquainted with the parties to the above entitled cause, or either, and which of them? and how long have you known them, or either, and which of them?

*Ans.* My name is Peter M. Burbank, my age 25 years; am a merchant; I have known Eunice Chapman since 1850, but I know no other of the parties.

*2nd Int.* Do you know Daniel A. Baldwin and George M. Chapman, or either, and which of them? and how long have you known them, or either and which?

*Ans.* I know them both and have known them both since 1850.



*3rd Int.* Do you know the handwriting of Daniel A. Baldwin and George M. Chapman, or either, and which of them? Have you seen either or both of them write?

*Ans.* I have seen them both write and know their handwriting.

*4th Int.* Look upon the paper now shown to you, and dated on or about the 15th day of July, A. D. 1853, and state whether you are the subscribing witness thereto, and whose signatures are attached to said paper, and whether or not the signers of said paper signed the same in your presence. State all you know about the signing of the same; attach said paper to your deposition.

*Ans.* I am the subscribing witness to the paper now shown me, and which is attached to this my deposition, and marked Exhibit P. M. B. The signatures to the paper are those of Daniel A. Baldwin and George M. Chapman; I was present and saw them both sign it in my presence, and wrote my name at the same time as a subscribing witness on or about the day of its date. There is a fragment of paper attached to the Exhibit on which the words "For value received, and sixty-five dollars," &c., occur, and which is marked *P. M. B. No. 2*, and which is dated September 20th, 1854. I believe this to be a part of an assignment which Mr. Baldwin made to Mrs. Chapman of his interest in that agreement, for some money which he received. My belief is founded on my general recollection of the facts, for I was a clerk of Mr. Chapman's firm at the time, and I remember being sent to Mr. Baldwin's office to dun him to get back that money, but without success, as Mr. Baldwin put me off and declined to pay it, and said he would call and see Mr. Chapman himself.

*5th Int.* Do you know of any other matter or thing of benefit or advantage to complainant? if yea, state the same as fully as if particularly interrogated.

*Ans.* I have nothing further to say, unless what I have said in my last answer about *P. M. B. No. 2*, should be taken in answer to this.



## EXHIBIT P. M. B.

WHEREAS, The fee to the following lots of land situated in the city of Chicago, in the State of Illinois, and known as lots No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in block No. 92 in Parsons' subdivision, and also lots No. 5 and 6, in block No. 141, was deeded by Daniel A. Baldwin to Ebenezer Thayer, of New York, at the request of S. Wells & Co., of Paris, Kingdom of France, as collateral security for debts due from said Baldwin to the estate of McNulty & Chapman, and also as collateral security for debts claimed to be due from said McNulty & Chapman to said Wells & Co., the said Thayer being at that time the authorized agent of said Wells & Co., which debt to said Wells & Co. has since been settled by McNulty & Chapman's estate, and the debt of said Baldwin to McNulty & Chapman will be settled and discharged in full by his performance of all the conditions contained in this agreement.

And whereas, all claims of the said McNulty & Chapman upon the said S. Wells & Co. and upon the said Daniel A. Baldwin, together with a certain bond and mortgage for \$22,500 upon the aforesaid property, executed by said Baldwin and wife, have been sold by their assignee, Daniel French, at auction to Eunice Chapman, of Brooklyn.

And whereas, the said Dan'l A. Baldwin is indebted to Geo. M. Chapman for said Baldwin's note, dated in October, 1846, for One Hundred Dollars, and also for his note, dated January 14, 1853, at 3 months, for One Hundred Dollars, being for cash lent.

Now, therefore, in consideration of one dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, and for other good and valid considerations them thereunto moving, we, Daniel A. Baldwin and Geo. M. Chapman, agree to commence and prosecute to a final decision against said Wells & Co., and all other parties that may be necessary to be made parties thereto, such suit or suits as they may consider necessary to recover the fee of said property subject to said mortgage, in the name of such person as their legal adviser shall direct, and the net proceeds of all the money or property that may be recovered in said suit or suits, or by way of compromise, shall be equally divided between the said Dan'l A. Baldwin and the said Eunice Chapman, to be in full liquidation and satisfaction of the debts of said Baldwin aforesaid, provided the said Baldwin has paid his aforesaid notes to Geo. M. Chapman and also pays one-half of the disbursements for attorneys', counsellors' and witnesses' fees, charges and travelling expenses and charges attending said suits, within fifteen days after said Chapman has demanded the same; but said Baldwin shall have the right to demand from said Chapman copies of the vouchers (and shown him the originals if required) of said disbursements; and if he fails or neglects so to do, he, the said Baldwin, thereby forfeits all his interest in this agreement and in the property herein described. And the said Geo. M. Chapman agrees to furnish the other half of all the aforesaid expenses as may be necessary to carry on the said suits for account and benefit of said E. Chapman.

And if either party to this agreement shall at any time desire to cancel the same, they shall have the right so to do; and in the event of the said Baldwin wishing this agreement cancelled, he shall convey all his interest in the aforesaid property to the said Eunice Chapman, and



in case said Geo. M. Chapman shall wish it cancelled, he shall cause to be conveyed to said Baldwin all her interest, viz.: the interest of the said Eunice Chapman in the said property, subject to the said \$22,500 mortgage. Each party shall furnish the other with all the information relating to the suits as they progress, when requested so to do.

Witness our hands and seals this 15th day of July, 1853.

D. A. BALDWIN.

G. M. CHAPMAN.

Signed, sealed and delivered }  
in presence of }  
P. M. BURBANK.

The above agreement is torn into pieces and canceled.

Indorsed on the back thereof:

Agreement

with

D. A. Baldwin,

July 15, 1853.

Satisfied by

Baldwin deeding

to Eunice Chapman

the Land, and she

assuming the paym't

to G. M. Chapman

of the \$200 therein mentioned.

*Paper attached to P. M. B. No. 1.*

(P. M. B. No. 2.)

For value rec'd and sixty Five Dolla  
rec't whereof I hereby acknow  
I hereby sell, assign, transf  
Mrs. Eunice Chapman all my  
certain Lands in Chicago, Ill., whic  
contract dated July 15th, 1853, betw  
& D. A. Baldwin, according  
in said agreement.

New York, Sep't 20th, 1854.



*The Deposition of* FRANCIS G. BLANCHARD, of the City, County and State of New York, a witness of lawful age, produced, sworn and examined upon his corporal oath, on the twenty-ninth day of December, in the year of our Lord one thousand eight hundred and fifty eight, at the office of me, William C. Prime, in said City, by me, William C. Prime, duly appointed by a dedimus potestatem or Commission, issued out of the Clerk's office of the Cook County Court of Common Pleas, in the State of Illinois, bearing teste in the name of Walter Kimball, Clerk of said Court, with the seal of said Court affixed thereto, and to me directed, as such Commissioner, for the examination of the said Francis G. Blanchard, a witness in a certain suit and matter in controversy now pending and undetermined, in the said Circuit Court, wherein Eunice Chapman is plaintiff, and William B. Ogden and others are defendants, in behalf of the said plaintiff, as well upon the cross-interrogatories of the defendants as in the interrogatories of the plaintiff, which were attached to, or enclosed with, the said Commission, and upon none others—the said Francis G. Blanchard, being first duly sworn by me, William C. Prime, as a witness in the said cause, previous to the commencement of his examination, to testify the truth as well on the part of the plaintiff as the defendant, in relation to the matters in controversy between the said plaintiff and defendants, so far as he should be interrogated, and deposed as follows :

*1st Int.* What is your age, occupation, and place of residence ?

*Ans.* My name is Francis G. Blanchard ; my age is about sixty-one years. I am not engaged in business. I reside in Brooklyn, Kings County, New York.

*2nd Int.* Did you, on or about the 1st day of June, A. D. 1839, convey to Daniel A. Baldwin, any lands in Will County, Illinois, and what lands ? Describe them.

*Ans.* I did, on or about that day, convey to Daniel A. Baldwin, Sections 28, 29 and 33, Township 32, North Range nine, East third principal Meridian, in Will County, in the State of Illinois.



*3rd Int.* State with whom you transacted the business at the time of the sale of said land. If with Daniel A. Baldwin, state what, if anything, was said by him, at the time of said sale, as to the parties for whom he was purchasing said property.

*Ans.* I transacted the business with Daniel A. Baldwin, at Chicago. He stated to me that he was purchasing the lands for a firm in New York. I remember his mentioning the firm name of McNulty & Chapman, and I think that was the firm for whom he said he was purchasing the property.

**FRANCIS G. BLANCHARD.**

I, William C. Prime, a Commissioner, duly appointed to take the deposition of the said James Underhill, a witness whose name is subscribed to the foregoing deposition, do hereby certify, that previous to the examination of the said Francis G. Blanchard, as a witness in the suit between the said Eunice Chapman, plaintiff, and the said William B. Ogden and others, defendants, he was duly sworn by me, William C. Prime, as such Commissioner, to testify the truth in relation to the matters in controversy between the said Eunice Chapman, plaintiff, and the said William B. Ogden and others, defendants, so far as he should be interrogated concerning the same—that the said deposition was taken at the office of William C. Prime, in the City, County and State of New York, on the twenty-ninth day of December, eighteen hundred fifty eight, and that after the said deposition was taken by me, as aforesaid, the interrogatories and answers thereto, as written down, were read over to the said witness, and that thereupon the same was signed and sworn to by the said deponent, Francis G. Blanchard, before me, the oath being administered by me, as such Commissioner, at the place, and on the day and year last aforesaid.

**WILLIAM C. PRIME, Comm.**

*The Deposition of JAMES UNDERHILL, of the City, County and State of New York, a witness of lawful age, produced, sworn and examined upon his coporal oath, on the twenty-fourth day of December, in the year of our Lord one thousand, eight hundred and fifty eight, at the office of*



said witness, in said City, by me, William C. Prime, duly appointed by dedimus potestatem or Commission, issued out of the Clerk's office, of the Cook County Court of Common Pleas, in the State of Illinois, bearing teste in the name of Walter Kimball, Clerk of said Court, with the seal of said Court affixed thereto, and to me directed as such Commissioner, for the examination of the said James Underhill, a witness in a certain suit and matter in controversy, now pending and undetermined in the said Circuit Court, wherein Eunice Chapman is plaintiff, and Willian B. Ogden and others are defendants, in behalf of the said plaintiff, as well upon the cross-interrogatories of the defendant as on the interrogatories of the plaintiff, which were attached to, or enclosed with, the said Commission and upon none others, the said James Underhill being first duly sworn by me, William C. Prime, as a witness in the said cause, previous to the commencement of his examination to testify the truth, as well on the part of the plaintiff as the defendant, in relation to the matters in controversey between the said plaintiff and defendant, so far as he should be interrogated, and deposed as follows :

*1st Int.* What is your age, occupation and place of residence ?

*Ans.* My name is James Underhill, my age twenty years, clerk in the office of my father, a lawyer, at No. 4, New Street, in New York, and residence in the City of New York.

*2nd Int.* Do you know and can you state, when the deed from Eunice Chapman to Jared W. Graves, and the letter of instructions from Eunice Chapman to Abraham Underhill, were delivered to Abraham Underhill, and by whom ? State the day and the hour of the day, if copies of said deed, and letter of instructions were delivered by A. Underhill to D. A. Baldwin ; state if you know when they were delivered, and if they were certified ; state if you know by whom and when they were certified ; if you know anything about the service of the paper now shown to you, (to be hereunto attached, and marked Exhibit No. 30,) state what you know, who served it, and upon whom and where.

*Ans.* I know that the deed inquired about, and the letter of instructions, were both delivered to Abraham Underhill, on the day that the deed was acknowledged, namely the 9th day of May, 1857, after four o'clock in the afternoon of that day. They were delivered by Mr. George M. Chapman ; Mr. Baldwin was present at the time ; I was present in the office and saw the delivery ; I remember the hour of the day, because we had a reference in the office, and they had to wait till the reference

*p. 320*



p. 419  
 was over, and that was after four o'clock ; I recollect that a copy of one of the papers—I cannot say whether it was the deed or the letter—was delivered by Abraham Underhill, to D. A. Baldwin that same day, after the deed was delivered to A. Underhill ; I know nothing about the certificate of the paper, as I recollect nothing about it ; I served a paper, of which exhibit No. 30 is a copy, (hereto annexed, and marked Ex. No. 30,) on Daniel A. Baldwin, by delivering the same to him in person at his office, No. 229, Broadway, in New York, on the 16th day September, 1857.

JAMES UNDERHILL.

I, William C. Prime, of the City, County and State of New York, a Commissioner duly appointed to take the deposition of the said James Underhill, a witness whose name is subscribed to the foregoing deposition, do hereby certify, that previous to the examination of the said James Underhill as a witness in the suit between the said Eunice Chapman, plaintiff, and the said William B. Ogden and others, defendants, he was duly sworn by me, William C. Prime, as such Commissioner, to testify the truth in relation to the matters in controversy, between the said Eunice Chapman, plaintiff, and the said William B. Ogden and others, defendants, so far as he should be interrogated concerning the same ; that the said deposition was taken at the office of said witness, in the City, County and State of New York, on the twenty-fourth day of December, eighteen hundred and fifty eight, and that after the said deposition was taken by me, as aforesaid, the interrogatories and answers thereto, as written down, were read over to the said witness, and that thereupon the same was signed and sworn to by the said deponent, James Underhill, before me, the oath being administered by me as such Commissioner, at the place, and on the day and year last aforesaid.

WILLIAM C. PRIME, Comm.

*The Deposition of* JOSEPH M. STRONG, of the City, County and State of New York, a witness of lawful age, produced, sworn and examined upon his corporal oath, on the twenty-fourth and twenty-ninth days of December, in the year of our Lord, one thousand eight hundred and



fifty-eight, at the office of the said witness, in said city, by me, William C. Prime, duly appointed by a dedimus potestatem, or Commission, issued out of the Clerk's office, of the Cook County Court of Common Pleas, in the State of Illinois, bearing teste in the name of Walter Kimball, Clerk of said Court, with the seal of said Court affixed thereto, and to me directed, as such Commissioner, for the examination of the said Joseph M. Strong, a witness in a certain suit and matter in controversy, now pending and undetermined, in the said Circuit Court, wherein Eunice Chapman is plaintiff, and William B. Ogden and others are defendants, in behalf of the said plaintiff, as well upon the cross-interrogatories of the defendants, as on the interrogatories of the plaintiff, which were attached to, or enclosed with, the said Commission, and upon none others—the said Joseph M. Strong being first duly sworn by me, William C. Prime, as a witness in the said cause, previous to the commencement of his examination, to testify the truth, as well on the part of the plaintiff, as the defendant, in relation to the matters in controversy, between the said plaintiff and defendants, so far as he should be interrogated, and deposed as follow:

*1st Int.* What is your age, occupation and place of residence?

*Ans.* My name is Joseph M. Strong, my age is thirty-five years, merchant, and reside in New York City.

*2nd Int.* State whether you were at any time, in the employ of McNulty & Chapman, in the City of New York? If yea, when and in what capacity, and how long were you employed? Were you in the employ of George M. Chapman at any time—and if yea, when and in what capacity, and how long? Were you in the employ of Daniel French, while he was acting as Assignee of George M. Chapman? If yea, when and how long, and in what capacity?

*Ans.* I was in the employ of McNulty & Chapman, as general clerk, from 1837, (February) down to their dissolution; after that, in the employ of George M. Chapman, in the same capacity, until the assignment to French; and after that, I was in the employ of Daniel French, the Assignee, while he was so acting as Assignee, and was with him as book-keeper and general clerk, until the Fall of 1840.

*3d Int.* Look upon the paper now show to you, (to be hereto attached and marked Exhibit No. 1,) and state whether the body of the same is in your handwriting; state, if you know who signed said writing; if you state that Daniel A. Baldwin signed the same, state whether you saw



him sign it, and whether you know his handwriting. Was the same delivered by Baldwin to any one? if so, whom? Was said paper filed by you, and if so, where? and whose is the handwriting on the back of said paper?

*p 407*  
*Ans.* The paper now shown me, and annexed hereto, and marked Exhibit No. 1, I have seen before. The body of the paper is in my handwriting. I know the signature to the paper to be that of Daniel A. Baldwin. I have frequently seen him write, and know his handwriting, and know that to be his signature. I do not know that I saw him sign it. I can't say that Baldwin delivered it to any one, to my present recollection, but the paper was filed by me, among the papers of McNulty & Chapman. The handwriting on the back of the paper is my own, made about that time that it is dated.

*4th Int.* Did you know the late Alexander Hannuckin, in his life time? If yea, when and how long did you know him? If you say that he is dead, state, if you know, when he died. Was he ever in the employ of the firm McNulty & Chapman, and in what capacity? Are acquainted with his hand writing? If yea, state.

*Ans.* I knew Alexander Hannuckin in his life time. He is dead; he died about 1845 or 1846. I knew him from February 1837, till his death. He was in the employ of the firm of McNulty & Chapman, as book-keeper, during all the time I was in their employ. I know his handwriting; have often seen him write.

*5th Int.* Look upon the papers now shown to you, (to be hereto attached, and marked Exhibits Nos. 2, 3, 4 and 5,) and state what they are, and in whose handwriting they are. Describe, particularly, what each of the papers is. What is Exhibit No. 5, and what, if any, relation does it bear to any item in Exhibit No. 4? State fully.

*Ans.* Exhibit No. 2, now shown me, and hereto annexed, is a trial balance of the books of McNulty & Chapman, of the 1st January, 1839; it is in the handwriting of Alexander Hannuckin. Exhibit No. 3, now shown me, and hereto annexed, is the Ledger balances, after closing up the books of the same firm, up to January 1st, 1839, and is also in Hannuckin's handwriting. Exhibit No. 4, now shown me, and hereto annexed, is the balance sheet of the same firm on the first January, 1839, which is, in fact, a consolidation of all the affairs of the firm on that day, showing how they stand—their debts and credits. It is in the same handwriting, as to all the ink parts; the pencil marks are partly

*No 2. p 407 - p 2 894*

*No 3. 408.409-410*

*No. 4 411.*

*No 5. 411.*



Hannuckin's and part Marvin McNulty's. All the pencil figures are Hannuckin's. Exhibit No. 5, now shown me, and hereto annexed, is in Hannuckin's handwriting. It is an explanation of the Ledger entry of "Sundry Shipments," (of the firm of McNulty & Chapman,) which appears on Exhibit No. 4, as making the gross sum of \$26,565 82, and is there marked E. This paper, (No. 5,) is one which Hannuckin made to accompany the balance sheet, (No. 4,) as explanatory of item marked E in that balance sheet, and it contains the separate items, which make up that gross sum of \$26,565 82.

p 411  
p 411

6th Int. If you state that the several papers, referred to in the last interrogatory, are the balance sheets of the firm of McNulty & Chapman, state when they were made, and why and by whom, and your whole knowledge in reference to the same.

Ans. The papers referred to, were made by Hannuckin, the book-keeper, at or about the time they bear date, January 1st, 1839, in the course of his regular duties as book-keeper of the firm, and are the customary papers which were made up at the close of every year, for the purpose of showing the condition of the firm's affairs, and the results of the business of the previous year.

7th Int. State what was the amount due, as appears by said balance sheets, from Daniel A. Baldwin to McNulty & Chapman, on the 1st day of January, A. D. 1839. Was said amount, then due, ever, to your knowledge, paid, while you were in the employ of McNulty & Chapman, George M. Chapman, or Daniel French, Assignee? Was any portion of said debt paid? If so, what?

Ans. The amount due by Daniel A. Baldwin, on the 1st January, 1839, to McNulty & Chapman, as appears by the balance sheets, was \$11,514 66. No portion of this amount was paid, to my knowledge, while I was with any of the parties.

8th Int. Do you know whose are the pencil marks upon Exhibits Nos. 3 and 4? If you state they are Marvin McNulty's, state how you know; state whether Marvin McNulty is now living; and, if not, when did he die.

Ans. The pencil marks on number 3 are the ordinary book-keeper's footings, made by Hannuckin. Those on number four, I have already explained. Marvin McNulty died in 1851 or 2, I think. I know the pencil marks, I have described as his, from having seen him write.

409, 410, 408

9th Int. Were you acquainted with the late Henry W. Hopkins, of



New York City, in his life time? If yea, when were you acquainted with him; when did he die, and where? Do you know anything, and if yea, what, of his employment by McNulty & Chapman, to take charge of a consignment of goods to Chicago, Illinois, referred to in Exhibit No. 5, and marked "E"? If yea, do you know why said Hopkins went with said shipment, and what was the object in making the same? If said goods were shipped in order to make any purchase of lands, state what lands, and for what purpose they were purchased. If you state that said lands had anything to do with the purchase of any mortgages, at Oswego, in the State of New York, or elsewhere, state what, and of whom were the mortgages purchased.

*Ans.* I knew Henry W. Hopkins in 1838 and 1839, I think. I believe he died in Chicago, in 1839. I know that he was employed by McNulty & Chapman, to take charge of a consignment of goods, which is referred to in exhibit No. 5, and that he did take the goods to Chicago. I know that they were shipped there generally, in connection with land operations, and bonds and mortgages; but I can't recollect in regard to that particular shipment, what lands it referred to, or was connected with. I recollect that there was, at the time, a negotiation going on through Baldwin, as agent with Hatch at Oswego, but I can't say what connection this shipment had with it.

*10th Int.* Do you know what was the state of the books and accounts of McNulty and Chapman, at the time of the assignment to Daniel French? What was George M. Chapman's acquaintance with said books, at the time of the assignment, and what, if anything, had he done with the keeping of said books, prior to the assignment, and immediately subsequent thereto?

*Ans.* I only know, generally, that the books were in confusion, at that time. Geo. M. Chapman's acquaintance with them was very little, and he had had very little to do with them. He did little or nothing with keeping them, before or immediately subsequent to the assignment. Mr. McNulty had taken the chief charge of the books with the book-keeper.

*Last Int.* Do you know of any other matter or thing of benefit, or advantage to the complainants? If yea, state the same as fully as if fully interrogated thereunto.

*Ans.* In relation to the matters enquired about in the ninth interrogatory, I remember that McNulty & Chapman bought goods in New



York, and delivered them to Hatch of Cswego, in some trade that they had, the details of which, I do not remember.

Under the same interrogatory, the witness being shown a paper, which is attached to Peter M. Burbank's deposition, marked exhibit P. M. B., saith :

I know the handwriting of D. A. Baldwin and G. M. Chapman ; have seen them write, and the signatures to the paper are their signatures, in their writing.

I have written my name on the original to identify it, under the signature of W. C. Prime, the Commissioner. The paper now shown me, and hereto annexed, marked exhibit A, is endorsed by me, in my handwriting, and was so endorsed by me, at about its date, May 23, 1839. It is my endorsement, made for the purpose of filing among the papers of McNulty and Chapman, and I presume that I did so file it.

JOSEPH M. STRONG.

WILLIAM C. PRIME, Comm.

*The Deposition of* GEORGE M. CHAPMAN, of the City, County and State of New York, a witness of lawful age, produced, sworn, and examined upon his corporal oath, on the 30th and 31st days of December, in the year of our Lord, one thousand eight hundred and fifty-eight, and on the third day of January, in the year of our Lord eighteen hundred and fifty-nine, before me, William C. Prime, in said city.

1st Int. What is your age, occupation and place of residence ?

Ans. I am over 50 years of age, am a merchant, and reside in the City of New York.

2nd Int. Look upon the paper now produced, (to be hereto attached, and marked Exhibit No. 6,) and state in whose handwriting the same is, and who signed the same, and whether the same was delivered to any person, and by whom, and when, and for what purpose. Whose is the handwriting on the back of said paper ? What, if anything, was done in reference to said paper, and the proposal therein contained?

Ans. The paper, (Exhibit No. 6,) is in the handwriting of Daniel A. Baldwin, except the pencil marks, which are mine. It is signed by Daniel A. Baldwin. I know his hand—have often seen him write. He delivered it to our firm of McNulty & Chapman, in the year 1838, as one of several proposals, to sell and mortgage to us various real estate.



The handwriting on the back, is that of my late partner, Marvin McNulty. Our firm took Abraham P. Holdridge's bond and mortgage on the first piece of property therein, dated June 1st, 1838, made to Baldwin, and by him guaranteed and assigned to us, for \$3,192, for which we gave him our note for about the same amount, which Baldwin got discounted at Oswego, and which we paid. We agreed to buy the other piece of property therein mentioned, together with several other pieces of property, contained in other proposals similar to this which he made at an appraisal.

*3rd Int.* Look upon the paper now shown you, (to be hereunto attached, and marked Exhibit No. 7,) and state what the same is, and whether or not it has ever been in your possession, and how long, and for what purpose it came into your possession. Do you know whose are the pencil marks upon said paper, and when, and why, they were made? Did you purchase any of the property mentioned in the paper last referred to? If yea, when, of whom, and at what prices, and what portion, if any, of the property was conveyed to your firm, and was the same bought, subject to any encumbrances? If yea, what? State fully.

*Ans.* The papers now shown me, and hereto annexed, marked Exhibit 7, is an appraisal of the piece of property mentioned last in my answer to the last interrogatory, together with five other pieces of property, which we agreed to buy of Daniel A. Baldwin, at the rate of the appraisal. It was delivered to us, (McNulty & Chapman,) in July, 1838, and has been in my possession ever since. It was delivered to us by Baldwin, or one of the appraisers, as an appraisal, for the purposes of a purchase previously agreed on. The pencil marks, were made by Marvin McNulty, and represent the incumbrances which Baldwin said were on each piece of property at the time we agreed to purchase.— They were made at the time, for a memorandum. We agreed to purchase of said Baldwin, (at the time and prices therein mentioned,) all the property contained in the appraisal; but the only parcels that Baldwin was ever able to convey to us, was the South half of Block No. 73, West Oswego, Block, 159 East Oswego, and the third of the Parson's Farm, in Oswego. They were all bought by us, subject to the incumbrances, marked in the Exhibit, in pencil, by McNulty. The Hotel property, and the third of the Parson's Farm, were bought by us, warranted free and clear of all incumbrance.

*4th Int.* Look upon the paper now shown you, (to be attached hereto,



and marked Exhibit No. 8,) and state in whose handwriting the same is, and whether or not, it has ever been in your possession, and when it came into your possession, and by whom, and for what purpose, it was delivered to you. Whose are the pencil marks upon the paper, and to what do they refer? If you state that any portion of the property, mentioned in the papers above referred to, was sold to you as clear of incumbrances. State what? State whether said property, proved to have been clear of incumbrances at the time of sale to you, if not, to what extent was it incumbered, and if the incumbrances were removed, how, and in what manner? State fully.

*Ans.* The paper now shown me (and marked exhibit 8) is in the handwriting of the said Baldwin, and was delivered to us by him in July, 1838, and has been in my possession ever since. It was delivered to us by Baldwin as a list of the incumbrances on the property described in exhibit No. 7. The pencil marks thereon, are the writing of Marvin McNulty, and refer to the time when said incumbrances fell due. I have before stated that the hotel property, and one third of the Parson's Farm was sold to my said firm, warranted free and clear of all incumbrance; but neither of them proved to be so. I don't know how the mortgage on the hotel property was removed. To the best of my knowledge and recollection, after we had paid Baldwin the full consideration of the third of the Parson's Farm, and after we had conveyed it to Charles Welland, taken his mortgage on it for \$12,000, and had assigned and guaranteed that mortgage to Wells & Co., we discovered that Baldwin had previously mortgaged the premises (the third of the Parson's Farm) to Moses P. Hatch of Oswego, for \$11,250, by a mortgage, dated on or about January 27, 1837, which Hatch was about to foreclose and destroy our title. We applied to Baldwin to relieve us as he was bound to do by his warranty. He said that he had tried to do it but wasn't able, and had no means, but that Hatch had agreed to take \$10,000 for that mortgage, and \$12,000 for another bond and mortgage of the same date, which was on its face \$22,500, made by him and secured on 14 lots in Chicago, being the same premises claimed by the plaintiff in this suit, and received certain timber lands situated in Stewart's Grove, Illinois, at \$10 per acre, or about that sum, in payment for the two mortgages. That Francis G. Blanchard of Chicago, the owner of the Stewart's Grove lands, owing to hard times, had agreed to sell them to him for \$2 an acre, though they were worth much more, and that he would take in payment

p. 413



for the land \$1000 cash and the balance in goods, and Baldwin proposed that we, McNulty & Chapman should buy these lands of Blanchard, and convey to Hatch enough of them, at \$10 per acre, to pay him for both of those mortgages, taking an assignment of the said Chicago mortgage, and holding that as ours, and at the same time have Hatch cancel and satisfy the Oswego mortgage, and thus relieve ourselves and Baldwin too. This we finally agreed to do, and accordingly sent Henry W. Hopkins, one of our clerks, to Chicago, with a consignment of goods, amounting to \$5,380.07 and remitted to Hopkins the \$1000 cash soon after, with orders to carry out the trade with Blanchard, and take title to the lands in our firm name. We also sent Baldwin to Chicago soon after, to assist Hopkins and use his influence with Blanchard, who was a stranger to us, to carry the trade through. Before the goods arrived in Chicago, Blanchard had sold some of the best timber lands, and had not enough left of such as Hatch had agreed to take, and refused to take goods in trade for such as he had, and the whole trade and proposal threatened to fall through. Then Baldwin selected other lands belonging to government, in the vicinity of Blanchard's lands, and got William B. Ogden and another person at Chicago, to certify to their value, and returned to Oswego, and negotiated a new arrangement with Hatch, under which, we were to give Hatch about 1200 acres of those government lands, and 1040 acres of the Blanchard land in payment of the mortgages, and a quantity of goods as a bonus to sweeten the new trade, and not having enough of such goods as he wanted, we bought \$211 worth of Baldwin, Phelps & Company. To carry all this out, it became necessary for our firm to raise money to pay for the government lands, by borrowing Albert McNulty's note for \$1,521 75, and get it discounted in State Bank of Indiana, as heretofore testified to. We also remitted a further sum of money to Hopkins, to enable him to pay for the 1,040 acres of Blanchard. We sent Baldwin back to Chicago, to help Hopkins. When he arrived, he found Hopkins sick. Hopkins died soon, and left Baldwin in possession of the funds, and therefore, free to carry out the trade in his own way. Having used part of them contrary to our instructions, in purchasing some tax certificates of Hiram Parsons, he had not funds enough left to pay Blanchard in full, for the 1,040 acres. He therefore, made the best trade he could, and took a larger quantity of land, paid part down, and gave his mortgage for the balance. This compelled him to take title in his own name, contrary to



our instructions, which were, to take title always in our name. The trade was finally closed up in New York, by our causing Baldwin and wife to convey 1,040 acres of the land, standing in his name, for the benefit of Hatch's wife, and Albert McNulty to convey about 1200 acres, standing in his name, for the benefit of Hatch's wife, and by T. S. Morgan, who acted under a power of Attorney from Hatch, assigning the Chicago mortgage to Albert McNulty, as I believe I have before this testified in this case. Morgan, also, at the same time, I believe, satisfied the Oswego mortgage, by a satisfaction piece, which, with the original mortgage, was left in the hands of William H. Deming, in escrow until Baldwin's mortgage to Blanchard, should be removed from the 1,040 acres of land, when they were to be delivered to our firm. Deming died before it was done, and those papers could never be found among his papers

*5th Int.* Look upon the papers now shown you, (marked Exhibits Nos. 9 and 10, to be hereto attached,) and state in whose handwriting the same are, if you know, and whether or not the same have ever been in your possession. If you state they have been in your possession, state when and where, and by whom the same were delivered to you, and what was done in relation to the matters therein spoken of. State what, if any, connection Henry W. Hopkins had, with the matters referred to in Exhibit No. 9.

*Ans.* The paper now shown me, and numbered Exhibit No. 9, is a letter from Daniel A. Baldwin, to my firm, in his handwriting, delivered to us in New York, by him, about the time of its date, and has been in the firm's, or my own possession, at all times since. This was written and handed to us by Baldwin, to induce us to vary our instructions to Hopkins, but we declined to do so. My previous reply will explain Hopkins' connection with the matters referred to in Exhibit 9. The paper now shown me, and marked Exhibit No. 10, is also in Baldwin's handwriting, and was delivered to our firm by him, about May, 1839, after he had made the new arrangement with Hatch, of which I have spoken, and is the new list of lands, including the government lands, certified to by Ogden and another, which Hatch had agreed to select from. It was given to us by Baldwin to enable us to send new instructions to Hopkins, what land to buy. We sent Hopkins instructions accordingly.

*6th Int.* Look at Exhibit No. 1, attached to the deposition of



Joseph M. Strong, and state whether or not the same was ever in your possession, and when, and where, and by whom, and for what purpose, it was delivered to you.

*Ans.* Exhibit No. 1 was delivered to our firm by Baldwin, about the time it bears date, and has been in the possession of the firm or myself, ever since. Baldwin had managed to obtain from us a large part of the consideration we had agreed to give for the six pieces of property described in Exhibit 7, hereto annexed, while he had only conveyed us the three pieces I have before described. We were advised, by our counsel, that he might attempt to construe a partial performance of delivery of lands, into a full performance of delivery, and under that advice, we took from Baldwin his letter, to protect ourselves.

*7th Int.* Look at Exhibits Nos. 2, 3, 4 and 5, attached to the deposition of Joseph M. Strong, and state in whose handwriting the same are, and what each of said papers is, and by whom, and when, and for what purpose, the same were made out. State how long Alexander Hannuckin was in the employ of McNulty & Chapman, and in what capacity, and if he is now living? If not, when did he die? State what was the balance due from D. A. Baldwin to McNulty & Chapman, at the time when said papers bear date, and whether the same was paid to you or your assignee.

*Ans.* The Exhibits Nos. 2, 3, 4 and 5, shown me, are in the handwriting of Alexander Hannuckin, who was in our employment as book-keeper, from about the first of January, 1836, to January, 1840. He died in the city of New York, about 1845 or 1846. No. 2 was the trial balance of our books, (McNulty & Chapman,) before the final balance, up to January 1st, 1839. No. 3 is the debt and credit balances, standing on our Ledger, after the books had been closed up to January 1st, 1839. No. 4 is the balance sheet of our firm, showing the true state of all its debts and credits, on January 1st, 1839. No. 5 is the consignment account, referred to in the balance sheet, (No. 4,) by letter "E," and embracing the goods consigned to Chicago by care of Hopkins, as I have before explained. The balance due from Baldwin to us, at the date of these papers, was \$11,514 66. It was never paid to us, or our assignees, to my knowledge. These papers were made by Hannuckin, in his duty as book-keeper, to enable us to know the exact situation of our business at the time.

*8th Int.* State what you know, if anything, as to the assignment and

p. 404

p. 412

do 2. p. 404. pt 2<sup>d</sup> 894

do 3. p. 408-409. 410.

do 4. p. 411

do 5. p. 411



cancellation of an agreement, made July 15th, 1853, and signed by D. A. Baldwin and yourself, in reference to certain property in Chicago, which agreement was signed by P. M. Burbank, as a subscribing witness. State what you know in relation thereto.

*Ans.* After the contract was made, Baldwin borrowed money of Eunice Chapman, the plaintiff. When she called on him for payment, he proposed to assign her all his interest, in that agreement, and so did, and the assignment was attached to the original agreement, which was torn to pieces, when cancelled ; a part of the assignment still remains attached to the fragments of the agreement. The assignment was executed by Baldwin, and delivered on or about September 20th, 1854. About the 20th March, 1855, Baldwin and wife executed a quit-claim to the plaintiff, of his fee in the premises, to which the contract refers, and delivered it to me for the plaintiff, and claimed, that by doing so, he had fully performed his part of that agreement, and from that time, always refused to have anything to do with the litigation about the premises, or furnish any funds. To prevent any future misunderstanding, I, by request of my mother, wrote Baldwin the letter, dated April 29th, 1855, a copy of which is hereunto annexed, marked Exhibit No. 31. Soon after that date, Baldwin informed me that he had received that letter, and said that the lawyers had made a botch of the first suit, and he feared they would do no better with the second, and he would have nothing more to do with it, and insisted upon having the agreement cancelled, which was done accordingly, and my mother assumed the payment of the two hundred dollars, due me from Baldwin.

*9th Int.* State whether you have had any interest in the event of this suit, or in the property to which it relates, since the date of your assignment to Daniel French.

*Ans.* I have not, and never have had, since that time.

*10th Int.* State, if you know, why a portion of the assets of McNulty & Chapman, which were sold by French, as their assignee, were not mentioned and described in the schedules attached to your assignment to French, in the schedule attached to your Petition in Bankruptcy, and the schedule attached to the Wilde's Bill, and if omissions were made in such schedule, how they came to be made. What became of the Wilde's Bill, and if dismissed, on what terms ?

*Ans.* I have been a great deal absent from America, and my department was to look after our London House, and I have spent most of my



time of our copartnership in Europe. Hannuckin had kept the books after a peculiar style of his own, which he had learned in Germany. He had left us, and McNulty also left the House, assigning his interest to me. They left within the two or three months previous to my assignment to French. That assignment was sudden and unexpected, as had been the leaving of McNulty and Hannuckin. The books were not written up, and were in great confusion. I knew almost literally nothing about them or the assets of the firm. In making up the schedule of the assignment to French, I omitted what items of debts due us had already been carried to profit and loss as bad debts. And I also omitted some things which I could not find, because of Hannuckin's peculiar system. This system of book-keeping involved the conveying of large items to *suspense* accounts, and other fictitious accounts, (not dishonestly but as part of the system,) and embraced thirty or forty different books. Any person acquainted with accounts, can see how I came to omit items under such circumstances.

When my schedule in bankruptcy was prepared by counsel, I was advised by him, that as all my property had passed to French, I need not give a detailed schedule of these assets; but afterwards, he put in, of his own accord, for reasons which I do not remember, the assignment to French with the schedules, correcting them as he thought proper. I did not attempt to make up any new schedules, but gave my counsel as full a statement of my debts as possible. When our answer to Wilde's Bill was put in, we did not know that any schedules were wanted till about the last day to answer. Then we asked our counsel to get more time. He could not, but told us that the schedules were not important, and only wanted as formal. We went to work and made the best we could on such short notice, and sat up nearly all night (French and myself) to complete them. We had no time to examine the old books or make any detailed or careful examination. Wilde's Bill against us was defended by us till the costs became considerable. They became satisfied they would be beaten and have the costs to pay. They proposed that as they held a judgment of about \$26,000 or \$30,000 against me, which, notwithstanding my discharge, they could enforce in England where the debt was contracted, and where I wished to go to continue business, they would release me from that claim, if I would consent to a dismissal of their bill without costs, which I did, and it was so dismissed, and they satisfied the judgment. When French finally sold all he had of the



assets, by advice of his counsel he made a thorough search, and included in the sale everything good, bad or indifferent, in order to clear himself of any possible future liability.

*11th Int.* State whether, previous to your interview with William B. Ogden, in Charles Butler's office, in New York, in July, 1853, you had known and been acquainted with said Ogden, and when you first became acquainted with him, and whether you have recently seen W. B. Ogden in New York, and what he then stated about his acquaintance with you. State fully.

*Ans.* I knew William B. Ogden personally, as early as 1840, and afterwards corresponded with his House. I often met him in New York, and talked with him about this Chicago property, prior to the commencement of this suit. Whenever I have met him in the street, before that time and since, he has always recognized and bowed to me. In October, 1857, I was one evening in the parlor of the Saint Nicholas Hotel, conversing with a lady, and with Samuel J. Tilden and Andrew H. Green, Esq., all of New York, when Governor Seymour entered the room, and Mr. Tilden introduced me to him. William B. Ogden came into the room about the same time and walked up to me and offered me his hand, and said; "I too have known Mr. Chapman many years." I had not seen him before since his return from Europe. I understood that some one has testified that Mr. Ogden did not recognize me at the interview on the day he left for Europe, in July, 1853, in Mr. Butler's office. This cannot be so, for I had met him the day before in the same office, and made an appointment to meet him again that day, which was the day he left for Europe, and I did meet him and he recognized me, and we had a conversation. I don't recollect of an occasion when I have met, Mr. Ogden that he has not recognized me since 1840.

*12th Int.* Look upon the letters now shown you (to be hereto attached, marked Exhibits Nos. 11, 12 and 13,) and state if you know, in whose handwriting said letters are, and when and where you received the same. State whether or not the same came to you by due course of mail, or how otherwise. What loan is referred to in said letters?

*Ans.* The letters now shown me, and numbered Exhibits 11, 12 and 13, hereto annexed, are in the handwriting of H. Hollis Cromwell, of Boston, whom I have often seen write, and know his writing. I received each and all of them in New York, from the United States

*No 11. p 414*  
*" 12 " 414*  
*" 13 " 415*



Post Office in the city. They appear to have been written in Boston, and enclosed to his House in New York, and by them dropped in the City Post Office. The loan referred to, is the \$1,600 I borrowed of him March 9th, 1840, to redeem my goods levied on, under the Bank of Indiana Judgment, and which I used, to obtain the assignment to him of that Judgment, as I have heretofore explained.

*13th Int.* Look upon the papers now shown to you, (to be attached hereto, and marked Exhibits 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24,) and state, if you can, in whose handwriting they are, and when and how they came into your possession. Relate fully for what purpose said papers were sent to you, and what was done by you in reference to the matters spoken of in said papers. If any or all these papers had any connection with any agreement between Eunice Chapman and Jared W. Graves, state what. At what time in the day did Exhibit No. 16 come into your possession, and the circumstances connected with the receipt thereof. What letter is referred to in Exhibit No. 22?

*Ans.* Exhibits 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 hereto annexed and shown me, are letters in the handwriting of Daniel A. Baldwin, whom I have often seen write, and know his writing. They were handed me on the days of their respective dates, and relate to a negotiation entered into for the benefit of Eunice Chapman, with Baldwin, who represented himself to be the agent of Jared W. Graves, and some other persons who resided in Wisconsin, for the sale of a quantity of the bonds of the Milwaukee, La Cross, St. Paul & Fon du Lac Railroads, of which he was to have \$300,000, subject to a hypothecation of about 40 per cent, which was to be relieved by raising a new loan thereon, in consideration of a half interest in this suit, which she conditionally conveyed to Graves by deed, left in escrow with Abraham Underhill. This opportunity to purchase these bonds, and the payment to her of half her expenses in this suit was the controlling inducement to that transaction. When it was afterwards found out that the bonds had been issued without consideration, and became known as "the corruption bonds," and that agents of holders were in New York, trading off bonds of the same sort for real estate or anything they could get, the whole thing was abandoned by common consent of the parties, and nothing was done under the proposition or agreement. I conducted the negotiations on behalf of Eunice Chapman. Mr. Baldwin, in all his interviews with me and Mr. Underhill, in my presence stated, that he had no personal interest in

*no 14. p. 415*  
*15 p. 415-416.*  
*16 p. 416*  
*17 p. "*  
*18 p. "*  
*19 p. "*  
*20 p. 417*  
*21 p. "*  
*22 p. "*  
*23 p. "*  
*24 p. "*



the transaction, and only acted as agent for others. No. 16 came into my possession late in the afternoon of the day of its date. I at once went to Baldwin's office, and he and I went together to Mr. Underhill's office, and we had the papers drawn according to his request. I took them out for Mrs. Eunice Chapman to execute, brought them back to Underhill, executed, and the execution of the deed was proved before him, and the letter of instructions and the deed were both deposited in his hands, and he gave a copy of the letter, certified by him, to Baldwin to deliver to Graves. Baldwin instantly started, as he said, for Jersey City, to give it to Graves, and get from him a bond for performance on his part, referred to in Exhibit No. 22. All this was the same day. Exhibit No. 22 refers to a letter which Baldwin received and left with me, from, I think, a Mr. James Lockwood, of Milwaukee, stating that he was coming on, prepared to carry out the trade for the lands.

14th Int. Look upon the paper now shown to you, (to be attached hereto, and marked Exhibit No. 25,) and state, if you know, in whose handwriting said letter is, and where the same was mailed, and where directed.

Ans. Exhibit 25, now shown me, and hereto annexed, is in Baldwin's handwriting, mailed to me in New York City, directed to me at Buffalo, thence forwarded to me at Chicago, where I received it soon after.

15th Int. Look at the papers now shown you, (to be marked Exhibits Nos. 26, 27, 28 and 29,) and state in whose handwriting they are, respectively, and what they are. If any of them are letters from D. A. Baldwin, state when and where you received them, and the circumstances under which they were received.

Ans. Exhibit 26, hereto annexed, is in Baldwin's handwriting, received by me in New York, January 21st, 1858. I immediately sent an answer, asking him to call on me at one o'clock next day. Exhibit 27 is his answer to that note of mine, received by me the day of its date. Exhibit 28 is a copy of my reply to No. 27, which I sent to Baldwin. Exhibit 29 is Baldwin's writing, and handed by him to me at his boarding house, on the day of its date.

16th Int. Look upon the paper now shown to you, (to be hereto attached, and marked Exhibit "A,") and state if you know what it is, and when it came into your possession, or the possession of your firm. If you state that it is a receipt and invoice of goods, do you know what

p. 418

Ex 26. p. 418

" 27 p. 418

" 28 p. 418-419

" 29 p. 419

p. 421



goods? In whose handwriting is the filing upon the back of said paper?

*Ans.* Exhibit "A" is a receipt and invoice, given to my firm, by Samuel B. Collins & Co., of Chicago, about May, 1839, of what remained unsold of the goods we sent by Hopkins, at the time of his death, and which they took possession of for our benefit. The handwriting on back, is Joseph M. Strong's.

*17th Int.* Did you know the members of the former firm of Jordan & Clark? If yea, give their names, and state where they or either of them now reside. Did you know Charlotte Smith, the Grantee of Ebenezer Thayer? If she is now living, state where. Did you know the firm of Gracie & Sargent, formerly of New York? Are either or both of the members of said firm living, and where?

*Ans.* I know them. There were two members, Ambrose L. Jordan and Edward Clark; they both now reside in New York City. I know Charlotte Smith. She is now, or was, in September last, Mrs. Souchard, wife of the French Consul, at Boston, and was living there with him. I knew Gracie & Sargent both. Henry W. Sargent, one of that firm, is now living at Fishkill, Dutchess County, New York State, and Archibald Gracie is, I am told, at Mobile, Alabama.

*Last Int.* I have nothing further to say.

G. M. CHAPMAN.



EXHIBIT NO. 1.

(Copy.)

NEW YORK, Oct. 6, 1838.

Messrs. McNULTY & CHAPMAN—

Gentlemen :

The goods I have received from you from time to time, on account, my several contracts with you, are not to be understood as prejudicing your right under the said contracts, in case the same should not be fully completed on my part, but the said contracts are to remain in the same full force and effect, as if such delivery had not been made.

Your Ob't S't.,

D. A. BALDWIN.

*Exhibit No 2. p 894 part 2*



## EXHIBIT NO. '3.

Balances of Ledger, after closing books, up to 1st January, 1839.

Edmund O. Freeman	55	891 98	M. McNulty stock ac.,	20	65389 49
J. Hobson & Son	118	4565 40	G. M. Chapman,	26	93164 13
Wohler & Co.,	119	225 00	G. M. Chapman & Co.,	32	4914 30
Cochran & Brothers	126	379 00	Bonds payable,	66	1841 54
Geo. Hall	126	841 47	T. Wiggins & Co.,	100	56503 92
Isaac Davya	126	445 72	Fletcher, Alexander & Co.	104	24000 00
Mather & Roberts	127	1237 57	Thos. Wilson & Co.,	106	50765 56
Seth Thayer	127	50	Geo. Wilder & Co.,	110	28731 26
Staples & Wooley	127	36 26	W. & J. Brown & Co.,	114	14114 98
Caldus, Bassell & Co.,	128	6922 18	Low & Berry,	121	16601 44
Abijah Smith	128	72 00	Walls & White,	141	83 75
Green & Hotchkiss	129	554 97	Harding P. Woods & Co.,	147	2132 79
Hyde, Harris & Rosevelt	130	8 00	Shipt to France in co.S&B	154	82 82
Marvin, Stewart & Topping	136	3878 51	Low, Berry & Merno,	159	1288 60
D. LaTourrette	139	715 96			
Aaron Marvin,	143	19521 29			
Brinkerhoff & Wilson,	144	61 50			
G. W. Brinkerhoff,	144	192 75			
Adolph Habut,	146	374 94			
Howard Ins. Co.	150	6750 00			
Traders Ins. Co.	150	5000 00			
Hat shipt in Co with S&B	153	1075 05			
Shipt to Theo. Millikin,	155	106 20			
Eunice Chapman,	157	2403 74			
Withington & Wilson,	158	44 54			
Shipt to Antwerp p Union	161	4591 90			
Low & Berry in Co.,	162	23650 18			
American Ins. Co.,	163	5 70			
Wm. H. Hayes,	164	2802 70			
C. R. Marvin,	163	6631 81			
George Brinkerhoff,	167	1386 52			
S. Witherill,	168	1 50			
Gault, Bigelow & Co.,	168	624 08			
Jonathan Fish,	169	3 16			
Volney Gunn,	170	134 11			
Shipt to Hamb'g p Tiber,	171	5044 84	Isaac Burns,	182	6 99
do Trieste p Badisla,	171	739 43	Daniel Low,	229	4082 61
Backmaster & Bowling,	176	3360 28			
Ab. Smith	183	4115 12			
Real Est. in Wilbur,	185	5240 00			
Lot in 6th Avenue,	185	552 63			
A. S. Marvin,	188	2514 14			
Shipt to London,	189	588 05			
Shipt by P.L. in Co.S&B	189	1682 75			
J. S. Ware,	190	5099 17			
Palmer & Co.,	191	3206 48			
Thos. C. Cardwell,	192	28 75			
Wm. C. Cardwell,	193	3371 85			
Merchandise,	201	93336 76			
Anson Dexter,	203	155 00			
Adams & Thorndike,	205	497 01			
Riggs & Baldwin,	205	895 71			
Petty Cash,	214	45 76			
Keeler, McNeil & Co.,	224	844 50			
Tinkham & Hart,	224	1503 00			
Williams & Bogart,	224	450 00			
Marcus Wilbur,	225	168 34			



## BALANCES OF LEDGER, AFTER CLOSING BOOKS, UP TO JANUARY 1ST, 1839—Continued.

Granger, Birch & Co.,	225	624 00			
Rodney Wilbur,	226	334 21			
Graham & Mitchell,	226	4518 42			
Jno. Reid & Co.,	228	1489 02			
Shipt of hats in Co. S. & B	231	7463 73			
Blue Hill Granite co. st'ck	232	3015 00			
Treasurer B. H. G. Co.,	232	110 00			
Rockwell Land Co.,	233	1000 00			
Virginia Land acct.,	233	4530 00			
Suspense acct.,	234	1120 96			
Cash,	241	307 00			
Transient acct.,	257	2131 01			
Purchasers acct.,	264	6711 22			
Blue Hill store in Co.,	270	3250 32			
Bills Receivable,	292	55811 86	Albert McNulty,	316	4396 29
Real Est. M. Murdock,	300	4491 25	W. N. Town	318	104 00
Jno. Heltinger,	301	60 00			
Chandler, Marvin & Co.,	302	240 97			
Jno. W. Bailey,	303	2284 83			
Clark Meyers & Geding,	303	2639 98			
Elijah W. Pryor,	304	814 40			
Jno. Truman,	304	135 83			
Wm. B. Woodruff,	304	708 88			
Thompson & Dayton,	305	283 00			
John Hanna,	306	714 42			
Martin Fe dt,	306	4070 01			
Hallock & Butes,	306	1838 68			
Cohn & Lehman,	307	3955 47			
Miss. & Ala. R.R. Bk.br'ch	310	96 33			
Br. Plant'rs B'k, pr Gilia,	311	214 60			
McNulty, Mills & Merritt,	311	2544 92			
Hanna, DeForrest & Co.,	312	686 75			
Beard, Pitts & Co.,	312	1114 00			
M. D. & W. Cohen,	312	91 75			
Trevall, Stodart & Co.,	312	750 53			
Abner S. Ely & Co.,	313	259 43			
Gordon Burnham,	313	500 00			
Wm. Bennett & Co.,	314	512 52			
John T. Howard,	314	1143 69			
Rich'd Coupland & Co.,	314	360 25			
Mills & Merritt,	314	903 63			
C. & R. Lambort,	315	662 75			
R. N. Havens,	315	1415 16			
Wilbers & O'Shanguessy,	318	5 86			
Davenport, Wyckoff & Co,	318	393 48			
Planter's Mer'ts B'k, Md.,	319	1300 00			
Alabama 6 pr ct stock,	319	10500 00			
Wm. Bishop,	319	1 50			
Chas. D. Webb,	340	106 24			
And'w A. Hall,	340	1039 84			
Henry W. Hopkins,	341	101 89			
Ackley & Chapman,	341	483 50			
Kent & Brinkerhoff,	343	581 65			
Rob't. Reid,	343	2485 24			
Jackson Capers & Co.,	344	1052 41			
Bailey & Reynolds,	345	1740 00			
John Jewett,	345	298 76			
C. W. White,	345	37 83			
John Lovejoy,	346	114 11			



## BALANCES OF LEDGER AFTER CLOSING BOOKS, UP TO JANUARY 1ST., 1839.—Continued.

Borrowed & lent acct.,	351	7 86	Bills Payable,	326	148748 64
Wm. McNulty, Gen. ac.,	358	38463 26	J. M. Joy,	344	64 10
Geo. C. Knight,	360	5807 12	J. D. Beers,	347	39 70
D. A. Baldwin, bal.,	361	11514 66	M. Smith,	389	100 00
Jas. Van Valkenburgh,	362	1644 78	E. Bartlett, 151,75,	390	151 75
W. H. Gregory,	364	4004 83	Bonds & Mort. Payable,	401	4539 00
Moses Stoddard, bal,	365	675 00	Seth Thayer,	342	62 18
P. Clark,	366	1059 75			
J. D. Colver,	367	140 99			
Moesly Murdock,	368	220 47			
M. Loveland,	369	340 75			
Sth 3d blk East Oswego,	380	2000 00			
C. B. Dunbar,	381	1184 20			
Consignment to Chicago,	382	5380 07			
Thos. White,	383	1842 08			
D. Carlisle,	388	1335 30			
Real Es. in Co. J. D. Colver	392	1600 00			
10 acre lot, Brooklyn,	394	2000 00			
S. Hyde,	395	4210 50			
Thos. Harvey,	398	5995 93			
Andrew Rankin,	399	509 88			
Theod. Clark,	399	82 30			
Bonds & Mort'gs rec'ble.	400	16992 00			
Lease Cottage Property,	402	2136 00			
G. K. Knight's Bond p'le,	403	18000 00			
Geo. W. Beals, do.	401	6000 00			
Christ'n Francis, do.	405	1600 00			
B. Thompson's, do.	406	949 00			
E. B. Avery's do.	407	5500 00			
H. Miller's do.	408	3000 00			
Jnc. T. Noye's do.	409	2000 00			
Wm. L. Torr,	410	20 15			
		521909 84			521909 84



## EXHIBIT No. 4.

Balance Sheet of January 1st, 1889.

Mr. McNulty, stock acct.	71433 79	Howard & Trad'rs Ins Co	11750 00
G M Chapman stock acct	99208 42	Bonds & M' tgs, rec'ble H.	54041 00
Bills Payable, A.	148748 64	Mdse for Stock on hand	93336 76
Bonds payable,	1841 54	Petty cash on hand,	45 76
Bonds & mortgages p'ble	4539 00	Cash do. do.	307 00
Bank'rs & Bk of E'gland B	150551 59	Bills Receivable, D.	55811 86
G. M. Chapman & Co.	4550 28	Lot in 6th Avenue,	552 63
Low & Berry,	16601 44	Real Estate in Wilbur,	5240 00
Sundries, C.	22141 28	Rockwell Land Co.,	1000 00
		Virginia Land Acct.,	4530 00
		R'l Es Mosley & Murdock	4491 25
		Sth 3 Bl'k 159 E Oswego	2000 00
		R'l Es. Co., J. D. Cohen,	1600 00
		10 Acre Lot Brooklyn,	2000 00
		Bk Stk Plant & Mer Mob'l	1300 00
		Blue Hill Gran't Co Stock	3015 00
		Blue Hill Store in Co.,	3250 32
		W. H. Gregory,	4004 83
		Wm. McNulty,	3735 56
		Geo. C. Knight, Bal.	5807 12
		D. A. Baldwin, Bal.	11514 66
		C. B. Dunbar, Bal	1184 20
		Thos. W. Harvey,	5995 93
		Sundry Shipments, E.	26565 82
		Low & Berry in Co.,	23650 18
		Transient Accounts F.	12631 01
		American Ins. Co.	5 70
		Sundries J.	137994 31
		Lease Cottage Pr. Buffalo.	2136 00
		Bal. borrowed & lent acct	7 86
		Purchaser's Acct., G.	6701 22
			00
	519615 98		519615 98

## EXHIBIT No. 5.

SUNDRY SHIPMENTS E.

Hats shipped in Co. with Low & Berry,	\$1,075 05
Shipment to Antwerp p. B. Union Whitmore,	4,591 90
do. to Hamburg p. Tiber,	5,044 84
do. to Triste p. Badisla,	739 43
do. to London p. Enterprise,	588 05
do. of Palm Leaf, in Co. with Low & Berry,	1,682 75
do. of Hats, in Co. with Low & Berry,	7,463 73
Consignment to Chicago,	5,380 07
	<hr/>
	\$26,565 82



## EXHIBIT No. 6.

I propose to sell a little less than 3-4 of Blocks 72 and 73, all in East Oswego, that is not marked with a pencil on the map of said blocks, for the sum of \$8,000 in goods, at wholesale prices, and will give my bond that the property will sell for \$8,000 within two years ; or I will sell an undivided 1-2 of the above property on the same conditions. I prefer selling the above in this way to giving a bond and mortgage, as the property can be sold by the lot in Oswego, at a much better advantage than in any other way ; and in so doing, it would be necessary to give a clear title to each lot, which could not be done if the whole was incumbered. As to the value of the property, I refer you to offers made to me by two of as responsible men as there are in Oswego, which you will find pinned on the paper accompanying this. The letter was written the 12th of June last, when property was from ten to twenty per cent. lower than it is now in Oswego.

I also propose giving my bond and mortgage for \$3,000 or \$3,500, as above stated, payable in two, three and four years, with annual interest on the South third of Block 159, in East Oswego, being 132 feet on Third Street, same on Fourth Street, and 200 feet on Albany Street. This property I sold in the Spring of '36, on the ground, for \$9,000, and received \$5,000 in cash on this and other property included in the sale, amounting in all to \$25,000. I applied the \$5,000 on the payment for the other property, and took this back as the man was not able to pay for it all.

D. A. BALDWIN.

The first piece of property is subject to a prior mortgage of \$600. Took Abm. P. Holdridge's B. mortgage, secured on the first piece of property above mentioned, dated June 1st., '38, made to Baldwin, and by him guaranteed and assigned to us for \$3,192, to secure our note for \$3,200, which Baldwin got discounted in the Oswego Bank. Agreed to buy the 2nd piece at appraisal. \*

\* In Pencil.

## EXHIBIT No. 7.

Having been requested by D. A. Baldwin and McNulty & Chapman's letter of 18th July, 1838, to appraise the property hereinafter enumerated, at its value, on the 22nd June last, according to sales made, supposing the payments to be one-fourth cash on sale, and the balance in one, two and three years, have upon an interchange of views between ourselves and others, agreed upon the following valuation, viz :



For 1-5 of Hotel Property, being lots 55 and 56,	
B. 100 E. Oswego,	\$16,000
Undivided 1-2 of Block 157, E. O.	6,000
South 1-3 of Block 159 " "	3,000
South 1-2 of Block 73, West Oswego,	4,500
Middle 1-3 of Lot 8, Fort Block W. O.	2,500
One Third Parsons Farm, whole containing 123 acres,	4,100

JAMES LYON, -  
WILLIAM LEWIS, Jr.

OSWEGO, JULY 24, 1837.

EXHIBIT No. 8.

Undivided half of Block 157, East Oswego. Incumbrance \$2500, to be paid in from 5 to 10 years.

South half of Block 73, West Os., \$2,000, (First payment May, '39\*) four or five annual payments.

Lot on the Old Fortification Block, West Os. \$1,100 or \$1,200 can remain any length of time, at 6 per cent.

South third of Block 159, East Os., \$2,000 in 5 or 6 annual payments ; (First payment in February or March, '39.\*)

\* In pencil.

EXHIBIT No. 9.

NEW YORK, Oct. 16, 1838.

MESSRS. McNULTY & CHAPMAN,

GENTS: I wish you to instruct Mr. Hopkins to advance funds for the purchase of the following lands: Sec. 28, 29, 33, 34, the n. 1-2 and s. w. qr. of sec. 21, e. 1-2 of sec. 30, and the s. e. qr. sec. 25; all in township 32, n. of r. 9, e. of third principal meridian, after taking out the following e. 1-2 of sec. 32, e. 1-2 of sec. 30, s. 1-2 sec. 35, 40 acres of s. e. qr. of sec. 29, amounting to 1000 acres, leaving 2520 acres, the said 1000 acres to be paid for by D. A. Baldwin, and the title to be made to him, and the balance 2520 acres to be paid for by Mc N. & C., at \$2,00 per acre, and title to be made to them. I also wish you to instruct him to advance moneys out of the funds received from the sale of the dry goods, after deducting the \$1000, not exceed \$2500 for lands. D. A. Baldwin shall select, the title to be taken in George M. Chapman's name. Remit 1st \$1000 as fast as received.



## EXHIBIT NO. 10.

A list of Land that Hatch has selected :

	Acres.
Sections 1, 29, 11 and 33, in Township 32, Range 9 East,	1352 74-100
Sections 29, 19 and 28, 17, 12 and 13, in Town 32, R. 10,	1078 12-100
Sections 4 and 5, Township 31, Range 10,	960
Section 29, except 30 acres, N. W. cor. T. 31, Range 11,	610
	<hr/> 4000 86-100

## EXHIBIT NO. 11.

Boston, 20th March, 1840.

DR. SIR,

Where is the letter you promised to write me a week ago, to let me know about the sale of your goods? Where is the account you promised to give me of the rents received on the property at Lowell?

I suppose there has some new difficulty turned up, as usual, in the case of the goods. All I can say, is, if you don't return the \$1600, I shall sell the collaterals you gave me, at auction.

Truly Yours,

H. H. HONNEWELL.

(Superscription : George M. Chapman, New York.)

## EXHIBIT No. 12.

Boston, 8th June, 1840.

GEO. M. CHAPMAN, Esq.,

Dear Sir,—

As you wont answer my letters, or attend to anything yourself, I wish you would do me the favor to let me know exactly the situation of the mortgage on the property in Lowell, so that I may know what there is to be done, and see that it is not sacrificed. I presume you will have no objections to do this.

I must add, that in the case of the money lent you to redeem your goods—which you know I did, solely to oblige you, for it could in noway benefit me—your leaving me in the lurch, as you have done, is the most unkindly and unfriendly act I ever heard of you, and I shall never forgive you it.

Yours Truly,

H. H. HONNEWELL.

(Superscription : Geo. M. Chapman, New York.)



## EXHIBIT NO. 13.

BOSTON, 17th June, 1840.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

I received yours of the 13th, and noticed the contents.

We, of course, don't want you to make any unnecessary sacrifices, but I think you have too much in your head of 1836 notions and ideas, and that you will find it will require more than six months before you can realize your expectations. I should not press you so much to return the borrowed money, were it not that Mr. Welles is coming out, and he will be vexed to find that, instead of carrying out the arrangement you made with him last autumn, I have lent you more money, and your debt is rather increased, than diminished. I say this in your own interest, for unless he finds things in a more satisfactory state, he won't enter into any more negotiations with you.

I wish you would let me know beforehand what day you leave, as I want to see you, and otherwise may be out of town.

Yours Truly,

H. H. HONNEWELL.

Come by *Providence* and not *Norwich*.

(Superscription : Geo. M. Chapman, New York.)

## EXHIBIT NO. 14.

G. M. CHAPMAN, Esq.,

Dr Sir,—

I am so much engaged, that I cannot call to-day. I have not got things definite yet, from the West, but think I shall.

Yours Truly,

D. A. BALDWIN.

May 6th, 1857.

## EXHIBIT NO. 15.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

I am unexpectedly engaged with a gent from St. Louis this morning, that I cannot call on you. In our business, I have only to say, that I have asked nothing



but what is right, if I had I would recede. What I offered, I will do if accepted, before I am committed to other parties, which may be at any hour. There is no use of our discussing the subject.

D. A. BALDWIN.

Received by his boy, May 7 '57, at 1-2 past 9 o'clock, A. M.

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EXHIBIT No. 16.

I have received from Mr. Underhill a note, which is not the thing at all. I want and must have for Mr. Graves a copy of the instructions to him, certified by Mr. Underhill. I told you I had an engagement this afternoon at Jersey City, and I must have that paper to hand to Mr. Graves. Understand this time. How can Mr. Graves know how this thing is to be done? &c., &c.

May 9th '57.

Received 4 o'clock P. M.

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EXHIBIT No. 17.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

I am so engaged that I cannot keep my engagement with you at ——— My office is full of men with whom I have business. I wish you would come up here after 3 o'clock.

D. A. BALDWIN.

3 o'clock.

May 11th, 1857.

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EXHIBIT No. 18.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

I want to see you in relation to the Rail Road Bonds. Will you please call at my office, as I am obliged to remain in and cannot leave, or I would call on you.

D. A. B.

May 14th, '57.

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EXHIBIT No. 19.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

I wrote you yesterday that I wanted to see you about the Bonds. Will you call on me immediately on the receipt of this, and oblige

D. A. B.

May 15th, '57.



## EXHIBIT No. 20.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

I have been in twice this morning to see you about the bonds. I want to see you by half past 11 o'clock to day at my office. Do not fail to come up and oblige, as I cannot delay.

D. A. BALDWIN.

May 27th, '57.

## EXHIBIT No. 21.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

I cannot get the bond for you to-night, but will do so in the morning if you shall wish it.

Yours Truly,

D. A. BALDWIN.

May 28th, 1857.

## EXHIBIT No. 22.

I want Mr. Chapman to be here at 11 o'clock to day with the Bond and letter.

I want to see him on the matter of the bonds, &c., &c.

Yours Truly,

D. A. BALDWIN.

May 30th, '57.

## EXHIBIT No. 23.

MR. CHAPMAN,

Dr Sir,—

I am unexpectedly engaged this morning with some western men, and I cannot come and see you this morning. I will be there say 3 o'clock. In haste,

D. A. BALDWIN.

June 18th, '57.

## EXHIBIT No. 24.

GEO. M. CHAPMAN,

Dr Sir,—

You will have to call at my office, as I must leave for Albany at 3 this P. M., and I have a great deal to do. I will return in the morning train.

D. A. BALDWIN.

June 19th



## EXHIBIT NO. 25.

NEW YORK, November 4th, 1857.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

I want to see you immediately on  
*business of importance to yourself.* You had better return to the city  
 at the earliest moment you can get here.

Yours Truly,

D. A. BALDWIN.

P. S. Telegraph when you can reach here.

Yours, D. A. BALDWIN,

229 Broadway,

Room 6.

## EXHIBIT No. 26.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

Will you please call on me immediately on  
 your return. I wish to see you on business of importance to yourself.

D. A. BALDWIN.

Nov. 10, '57.

## EXHIBIT No. 27.

GEO. M. CHAPMAN, Esq.,

Dr Sir,—

Your note of last evening was received this morn-  
 ing. The time is passed when I can do you any good in seeing you.

I am obliged to be in my office the hours you name. If you can call  
 on me, I will be in and see you.

Yours truly,

D. A. BALDWIN.

Jan. 22d, '58.

## EXHIBIT NO. 28.

Jany. 22, '58.

DANIEL A. BALDWIN,

My Dear Sir,—

I am in receipt of your favor of this morning. I  
 hope the time will never pass when we can do each other good in every  
 fair and honest way.

I am compelled to leave this afternoon at 4 o'clock, to secure a large  
 debt that will not admit of an hour's delay, or I would come and see you.



I will be in my office from 2 till 4, and hope you will make it convenient to call. I don't think you will find me out for a moment, if you do, it will be only for a moment.

If you cannot come, don't fail to communicate with me by letter, left at Mr. J. S. Hunt's office, which will be forwarded to me; or if you prefer, through Underhill.

Truly as Ever,

G. M. CHAPMAN.

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EXHIBIT No. 29.

MESSRS. SHAFFER & DODGE,

Gents,---

Will you please let Mr. Geo. M. Chapman take a copy of the contract between John B. Borst and me, for the reconveyance of some property in Oswego, N. Y., and oblige your friend.

D. A. BALDWIN.

Feb. 1st, 1858.

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EXHIBIT No. 30.

DANL A. BALDWIN, Esq.

Att'y for Jared W. Graves,

Sir,—

In pursuance of the written instructions of Eunice Chapman, dated May 7th, 1857, containing the terms on which I was to hold in escrow the deed from her to said Graves, of an interest in certain property in Chicago, I hereby give you notice that I am satisfied from the evidence exhibited to me, that Mrs Chapman has already advanced the sum \$1,964,07 on account of expenses, costs, fees, and disbursements in the suit by her, against Wm. B. Ogden and others referred to in said written instructions, and I have thereupon determined that such is the amount advanced by her, which together with the \$65 advanced by her to you the said Danl A. Baldwin, also provided for in said written instructions, amount to \$2,042,07, one half of which sum amounts to \$1,021,03, which sum she now requests shall be paid to her by said Graves.

Dated, September 16th, 1857.

Yours &c.,  
ABM. UNDERHILL,  
4 New Street.



## EXHIBIT No. 31.

NEW YORK, April 29th, '55.

DANIEL A. BALDWIN, Esq.,

Dr Sir,—

I am in receipt of a letter dated April 14th, from Williams & Woodbridge, the lawyers at Chicago, who are prosecuting the suit to recover the lots described in our contract of July 15th, 1853, enclosing copy of their new Bill of Complaint, which please call and see. The following is an extract from their letter of April 14th, just received. "You have forgot the most important part of our last letter, but we trust you will supply the omission by remitting us immediately \$100 on the receipt of this letter. We don't send in our bill until we consider it important it should be paid at once." Now there is no use in employing lawyers at a distance, exposed to the machinations of the enemy, unless we pay them well. I shall remit them to-day. Last November I gave you particulars of \$50, which I paid them; and also \$100 which I have paid Mr. Underhill of this city, (in the case) at various times, to whom I refer you for proof. Now there is still due me from you, under said contract, one hundred and twenty-five dollars, (\$125) besides the \$65 which I advanced you on the 20th September last, and took your assignment of said contract to me irrevocably, in case you did not refund the money by the first day of last November. Now I do not know whether you intend to have any more to do with this business, but I wish to treat you with all fairness, but I do not exactly wish to stand in the position of "Tails I lose, heads you win," or, in other words, I do not wish to spend perhaps a \$1000 in prosecuting a suit, and if unsuccessful, have to stand the whole costs, and if successful have to divide with you. I, therefore, now say to you that, provided you pay me your half of the costs, which I have expended in the above case, which I am entitled to receive under our contract, and refund me the \$65 lent you on the 20th of last September, as aforesaid, within fifteen days from this date, I will surrender to you your said assignment to me of our said contract of 20th September aforesaid. But if you neglect to do this, I wish you now to distinctly understand, that you will have no claims on me under that said contract of July 15th, 1853, after that time. While the money market was tight I did not urge this matter upon you, but now there is no longer any excuse for slackness on your part.

Yours Very Truly,  
G. M. CHAPMAN,  
for E. Chapman.

All the papers, vouchers, letters, &c., in this case, I shall be happy to show you at my office at any time.

(Copy of letter delivered to D. A. Baldwin, April 29th 1855.)



Chicago, May 23d, 1839. Received of Messrs. McNulty & Chapman, of the city of New York, the annexed bill of goods, to be held by us, subject to their order, or to be disposed of on their account, subject to our just charges, we not to be held accountable for damage to said goods by fire or otherwise.

SAMUEL B. COLLINS & Co.

EXHIBIT A.

Invoice of 35 Cases Goods, being balance of stock in hands of the late Henry W. Hopkins, who was employed by McNulty & Chapman, New York.

		No. prs.	Price pr pair.	\$	Cts.
No. 0	6 Cases coarse boots, (bot of Adams,)	72	\$ 2 25	162	00
4	1 do Men's Cowhide Brogans,--	60	85	51	00
37	1 do Boy's Thick Boots,.....	112	1 55	18	60
148	1 do Women's Leather Boots,....	00	75	75	00
130	1 do Misses' Leather Boots,.....	59	80	47	20
59	1 do Misses' Shoe Ties,.....	60	62½	37	50
14	1 do Men's Calf Demings,.....	40	2 00	80	00
14	1 do Men's Calf Demings,.....	28	1 00	28	00
15	1 do Men's Morocco Pumps,.....	60	95	57	00
11	1 do do Seal Peg'd Demings,	50	1 44	72	00
3	1 do do Thick Brogans,.....	60	85	51	00
39	1 do Boy's Thick Boots,.....	12	1 75	21	00
43	1 do Youths' Thick Boots,.....	12	1 33	15	96
45	1 do Youths' Thick Boots,.....	12	1 33	15	96
41	1 do Youths' Thick Boots,.....	12	1 33	15	96
105	1 do Men's Heeled Pumps,.....	36	95	34	20
169	1 do do Heeled Pumps,.....	36	1 00	36	00
105	1 do do Heeled Pumps,.....	36	95	34	20
12	1 do do Broad Strap Shoes,.....	60	16½	97	50
97	1 do do Kip Brogans,.....	71	95	68	17
56	1 do Women's Walking Shoes,--	45	11½	50	63
56	1 do Misses' Nett Slips,.....	25	75	18	75
52	1 do Women's Strap Walk. Shoes,	50	1 12½	56	25
53	1 do do do do do do	45	1 12½	50	63
13	1 do Men's Calf Demings,.....	38	1 56	59	28
2	1 do Men's Calf Demings,.....	60	1 00	60	00
148	1 do Women's Leather Boots,--	100	75	75	00
16	1 do Men's Rubber Boots,.....	20	1 00	20	00
16	1 do Women's do -----	20	75	15	00
501	1 do Men's lined & bound Rubbers	38	1 50	57	00
512	10 ps Gingham,.....	300yds	35	105	00



## EXHIBIT A.—Continued.

No.		No. prs.	Price pr pair.	\$	Cts
do	4 ps Colored Tabby Velvet,-----	100yds	45		45 00
512	7 ps Heavy Silk Quilt Vestings,--	113 <sup>1</sup> / <sub>3</sub> "	1 75		200 00
do	4 ps Plaid and Birdseye do-----	121 <sup>1</sup> / <sub>3</sub> "	75		91 31
do	2 ps Db'le Quilled Mars'ls do-----	36 "	1 25		45 00
do	2 ps do do do do-----	34 <sup>1</sup> / <sub>2</sub> "	1 75		60 38
do	1 ps do-----	16 <sup>1</sup> / <sub>2</sub> "	1 25		20 62
500	No. 3, 4 1-2 doz. Stocks,-----		12 00		54 00
do	No. 4, 4 1-2 doz. Stocks,-----		9 00		40 50
do	No. 5, 4 doz. Stocks,-----		12 50		50 00
do	No. 6, 4 1-2 doz. Stocks,-----		5 50		22 00
do	No. 7, 4 1-2 doz. Stocks,-----		11 00		49 50
do	No. 8, 3 1-2 doz. Stocks,-----		10 00		35 00
do	No. 9, 8 doz. Stocks,-----		8 00		64 00
do	No. 10, 5 doz. Stocks,-----		15 00		75 00
do	No. 11, 1 1-2 doz. Stocks,-----		7 50		14 38
do	No. 12, 3 doz. Stocks,-----		3 50		10 50
do	No. 15, 3 doz. Stocks,-----		15 00		58 75
do	No. 16, 5 doz. Stocks,-----		20 00		100 00
244	No. 20 prs Men's Kip Brogans,-----		96		19 20
do	No. 18 prs Children's P'gd Brogans,		50		9 00
				<hr/>	
				\$2640 75	



ABSTRACT OF AZOR S. MARVIN'S SCHEDULE IN  
BANKRUPTCY.

DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT  
OF NEW YORK.

*In the matter of the Petition  
of  
Azor S. Marvin, a Bankrupt, &c.* }

On the 7th day of December, 1842, Azor S. Marvin filed his petition in said court in Bankruptcy.

Amongst other things in said petition he states upon oath, that Schedule A, thereto attached, contains a list of all his creditors, &c., and the amounts due them, together with the consideration or cause of indebtedness.

One of the items of indebtedness therein is stated as follows:

"For the endorsement of Trask & Marvin on Albert McNulty's note for \$1,521, on which judgment has been obtained, balance due, \$1,100."

It also appears from said petition on oath that in Schedule B, thereto attached, said Marvin set forth "an accurate inventory of his property, rights and credits of every name, kind and description, and the location and situation of each and every parcel and portion thereof."

But it does not appear therein that he had any claim against any person on account of his liability as endorser on said note made by Albert McNulty.

*Contained in part 2<sup>d</sup>  
in full -*



THIS INDENTURE, Made this eighth day of March, 1840, between the State Bank of Indiana of the first part, and H. Hollis Hunnewell of the city of New York, of the second part, whereas the said party of the first part, on the twenty-ninth day of January, one thousand eight hundred and forty, recovered by judgment in the Court of Common Pleas, in and for the city and county of New York, against Albert McNulty, Marvin McNulty, Geo. M. Chapman, Alanson Trask and Azor S. Marvin, the sum of sixteen hundred and sixty dollars and thirty four cents, as by the record thereof, remaining in the said court, may appear. Now this Indenture witnesseth, that the said party of the first part, for and in consideration of the said amount of the said judgment to it paid by the said party of the second part, hath bargained, sold, assigned, transferred and set over unto the said party of the second part, his executors, administrators and assigns, the said judgment so recovered as aforesaid against the said defendants, and all sum and sums of money that may be had by means of the said judgment. But this assignment is made and taken at the risk of the said party of the second part, who is to collect the same at his own expense, and not to subject the said party of the first part to the payment of any costs, or expense whatever.

*In witness whereof*, the said party of the first part hath caused its seal to be hereunto affixed, and the same to be signed by its President, on the day and year first above written.



WILLIAM CLARK, *President.*

No. 28.

On the back of which is written :

In Chancery before  
Vice Chancellor.

Hunnewell	}
vs.	
Trask, Marvin & Co.	

I admit the within to be the assignment of the judgment mentioned in the Complainant's Bill, August 28th, 1841.

G. R. OSBORN,  
Solicitor for Trask & Marvin.

J. VAN NAMER,  
Solicitor for Albert McNulty.



IN CHANCERY:

*Before the Vice Chancellor.*

H. HOLLIS HUNNEWELL

vs.

ALBERT McNULTY *et al.*

}

Received of Charles C. King, fifty dollars, being in full for the costs and damages in this suit. I transfer the said cause to said King, as Complainant's Solicitor.

GEO. WHITE.

No. 29.

On the back of which is written:

In Chancery

Before Vice Chancellor.

H. Hollis Hunnewell

vs.

Albert McNulty *et al.*

Receipt from White  
for his costs.

CH's C. KING, Solicitor.

KNOW ALL MEN BY THESE PRESENTS, That I, Albert McNulty, of the city, county and state of New York, party of the first part, for and in consideration of the sum of one dollar to me in hand paid by Azor S. Marvin, of the same place, party of the second part, at and before the enscaling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over, unto the said party of the second part, a certain indenture of mortgage, bearing date the twenty-seventh day of January, one thousand eight hundred and thirty-seven, made and executed by Daniel A. Baldwin and wife, of the town and county of Oswego, and state of New York, to Moses P. Hatch, of the same place, and by the said M. P. Hatch, by his attorney, T. S. Morgan, assigned to the said McNulty, to secure the payment of twenty-two thousand five hundred dollars, with lawful interest, and which mortgage was recorded in the office of the Recorder of Cook county, in the State of Illinois, (where the property on which it is given, is situated,) in Book P, of Mortgages, page 33, on the third day of July, 1837, together with the bond and obligation therein described, and the money to grow due thereon, with the interest.

To have and to hold the same unto the said party of the second part, his heirs and assigns, upon the trust and trusts, nevertheless, that the said party of the second part shall, within such convenient time as may be, procure the payment thereof, or convert the same into money by foreclosure or otherwise, and pay and apply the monies arising there-

*Printed ante p 170-*



*Printed ante p170*

from, in the manner following, that is to say: *First*, that the said party of the second part shall pay, or cause to be paid, a certain judgment obtained against me by the Bank of Indiana, and also against Marvin McNulty, George W. Chapman, Alanson Trask and Azor S. Marvin, and *Second*, shall appropriate such sum or sums of money as shall remain after paying the said judgment, to protect and secure the said Alanson Trask and Azor S. Marvin, against an endorsement made by them on a certain note, drawn by McNulty and Chapman, dated New York, September 7th, 1839, at sixty days after date, for seven hundred and seventy-five dollars, or thereabouts, and to indemnify the said Alanson Trask, and Azor S. Marvin, against any loss or damage they may sustain by the non-payment thereof by the drawers, and *Third*, to pay the balance of the monies arising therefrom, if any there should be, to me the said Albert McNulty; and I hereby make, constitute and appoint the said party of the second part, my true and lawful attorney, irrevocable, in my name or otherwise, to have, use and take all lawful ways and means for the recovery of the said money and interest, and in case of payment, to discharge the same as fully as I might or could do, if these presents had not been made.

*In witness whereof*, I have hereunto set my hand and seal, this twenty-seventh day of March, one thousand eight hundred and forty.

ALBERT McNULTY. [SEAL.]

Signed, sealed and delivered in presence of }  
WALTER K. MARVIN.

On the back of which is written:

Albert McNulty (8)  
to  
Azor S. Marvin.

Assignment of Mortgage.

State of Illinois, } ss.  
Cook County. }

On the 11th May, 1840,  
the within assignment was left  
for record, and duly recorded in  
Book No. 1, Mortgages, page 376.

ELI B. WILLIAMS, Recorder.

(5)

(7518)

Filed 11th May, 1840.



SUPERIOR COURT OF THE CITY OF NEW YORK.  
No. 4.

(92)

present on p. 307

Elihu Townsend *et al.* }  
vs. } *Satisfaction of*  
Marvin McNulty, Geo. W. Chapman, } February Term, one thousand eight  
Alanson Trask, and Azor S. Marvin. } hundred and forty-two.

City and county of New York, ss.

Satisfaction is acknowledged between Elihu Townsend, Russell H. Nevins, and David H. Nevins, plaintiffs, and Marvin McNulty, George M. Chapman, Alanson Trask, and Azor S. Marvin, defendants, of a plea of trespass on the case on promises, for nine hundred thirty-six dollars and twenty-one cents, damages and costs. Judgment docketed the tenth day of October, one thousand eight hundred and forty.

ELIHU TOWNSEND.

Acknowledged before me the fifth day of February, 184 by the said Elihu Townsend, one of the plaintiffs in the above cause, to me known.

JOHN S. BALKELY,  
*Commissioner of Deeds.*

On the back of which is written:

Superior Court of the  
City of New York.

Elihu Townsend *et al.*  
vs.  
Marvin McNulty *et al.*

Satisfaction Piece.  
H. NICOLL, Attorney.

IN CHANCERY.

H. Hollis Hunnewell  
vs.  
Albert McNulty *et al.*

I consent that an order be entered dismissing the bill in this cause, without cost.

G. K. OSBORN, Solicitor for Trask & Marvin.

The order to dismiss bill not to be entered until the judgment in favor of the State Bank of Indiana, mentioned in the bill, is cancelled.

March 5th, 1842.

CHARLES C. KING.

On the back:

Stipulation as to dismissing Bill.

(90)

present on p. 307



(Copy of a Letter to Gracie & Sargent.)

*New York, January 18, 1840.*

MESSRS. GRACIE & SARGENT,  
New York—

GENTLEMEN:

On Mr. George M. Chapman's handing you a deed, made to S. Welles, of half the Bascomb Block, you will please advance him one thousand dollars, and on his handing you a conveyance to S. Welles, Esq., of the House No. 54 Hammersly St., you will please advance him the further sum of one thousand dollars, and take his receipt for the same as lent money.

H. H. HUNNEWELL.

On the bottom of which is written :

Received, New York, 23d January, 1840, from Messrs. Gracie & Sargent, one thousand dollars, according to annexed credit.

G. M. CHAPMAN.

Received, New York, 3d February, 1840, from Messrs. Gracie & Sargent, the remaining one thousand dollars under the above credit.

G. M. CHAPMAN.

Directed to:

Messrs. Gracie & Sargent,  
New York.

On the back:

1840—Credit and Receipt of  
G. M. Chapman  
for \$2,000.



*(Repeated p. 2. p. 895)*

C. C. KING, Esq.—

*Dear Sir :*

In compliance with my promise to you in our conversation the other day about the Chicago property, that I would not be "the dog in the manger." If I could not redeem the *the* property I would give you a legal release of all claim to it and trust to Wells & Co.'s generosity if it turns up a good thing, which you will find as follows :

For and in consideration of one dollar, to me in hand paid by E. Thayer, I hereby release and quit claim to said Thayer, all my right, title and interest in and to the whole of block 92, and lots 5 and 6, in block 141, in Chicago, Illinois, being the same property conveyed to said Thayer by me, and I release and quit claim all equity of redemption or right that I may have or obtained by virtue of any agreement from said Thayer or King.

D. A. BALDWIN.

The mort. is twice cancelled, 1st, by the satisfaction piece of the judgment against me ; 2nd, by being assigned to Thayer, he having the title, it merges if the judgment was not satisfied. All that remains is my wife's dower. Can't you obtain something from Thayer for me, for that ?

Yours truly,

Sept. 12th, 1843.

D. A. B.



Be it remembered that on the Third day of October  
in the year of our Lord one thousand eight hundred & fifty nine  
said day being one of the days of the October Term of the Superior  
Court of Chicago, the following Decree was made & entered  
of record, in this Court. to wit:

Eunice Chapman

vs  
William B. Ogden, H. Hollis Hazenwell  
Ebenzer Thayer & Mahlon Ogden Edwin H. Sheldon.

This cause came on to be heard at this term,  
and was argued by Counsel, and thereupon upon consideration there  
of, it was ordered, adjudged and decreed, that the Complainant  
do stand dismissed out of this Court with costs to be taxed  
against said Complainant including in such taxation of costs,  
the expense of printing the pleadings and proofs therein.

And thereupon said Complainant Eunice Chapman prayed  
an appeal herein to the Supreme Court, which is allowed upon  
condition of the filing of Appeal Bond in the penalty of  
twenty five hundred Dollars, to be approved by a Judge  
of this Court, within sixty days from this date