

(No 10)

53
 State of Illinois }
 Marshall County }

Treasurer's Office May 3 1855.

Received of William B. Green the
 sum of Fifty dollars and Eighty nine cents the Taxes
 due the State of Illinois and the County of Mass.
 "hall on the following described Lands for the
 year A. D. 1853 & 1854

Description	Sec.	Town	Range	Acres	Value	Year	Tax	
S.E.	7	30	1	160	320	1853	6.	14
"	"	"	"	"	"	1854	4.	00
N.W.	31	"	"	168	800	1854	10.	00
N.W.	33	"	"	160	640	1853	11.	86
E 1/2 N.W.	33	"	"	80	320	1853	5.	93
N.W.	33	"	"	160	640	1854	8.	00
E 1/2 N.W.	33	"	"	80	320	1854	4.	00
Add 8¢							96	
							\$54.89	

Jam^d Maxwell Treasurer & Collector of Marshall Co

(No 16)

State of Illinois }
 Marshall County }

Collector's Office Roberts Town

1855. Received of Ralph Lock.

"wood the sum of Fifty Six dollars and Sixteen
 cents for taxes levied for State, County, and town
 "ship purposes, on the following described prop.
 "city, for the year 1855.

Acres	Description	Sec	Town	Range	Value	Tax	
160	S.E.	7	30	N 1	480	6	01
80	E 1/2 N.E.	19	"	"	160	4	06
80	E 1/2 S.E.	"	"	"	320	3	96

80	W 1/2 N.W.	20	30	W 1	480	6	17
160	N.W.	31	"	"	960	12	35
160	N.W.	33	"	"	880	11	13

A. S. Myers Collector of Roberts Township

State of Illinois }
Marshall County } Collectors Office Roberts Town 1855
Received of Ralph Lockwood the
sum of Fifty Six dollars and Sixteen cents
for taxes levied for State, County, and township
purposes, on the following described property for
the year 1855

Acres	Description	Sec	Town	Range	Value	Tax	
80	E 1/2 S.W.	33	30	1.W.	440	5	56
80	W 1/2 S.W.	"	"	"	560	6	92
						\$56.16	
80	W 1/2 N.W.	33	"	"	320	4	16

A. S. Myers Collector of Roberts Township

State of Illinois } (No 12)
Marshall County } ss. Collectors Office, Town of
Roberts December 22^d 1856
Received of Ralph Lockwood the sum of Seventy two,
"en Dollars and twenty two Cents, the Taxes, due
the State of Illinois and County of Marshall on the
following described Lands for the year 1856

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Description	Acres	Sec	Town	Range	Value	State County Tax	Town Tax	Town School Tax	Dist School Tax	Road Tax	RR Interest Tax	Total Tax
S. E	160	7	30	100	480	6 24	24	96		96	96	9 36
E 1/2 N. E.	80	19	"	"	320	4 16	16	64		64	64	6 24
W 1/2 N. W.	80	20	"	"	320	4 16	16	64		64	64	6 24
N. W.	160	31	"	"	960	12 48	48	1 92		1 92	1 92	18 72
N. W.	160	33	"	"	880	11 44	44	1 76		1 76	1 76	17 16
S. W.	160	33	"	"	1,000	13 00	50	2 00		2 00	2 00	19 50

Thomas Cowen Collector \$77.22

(No 18)

State of Illinois }
Marshall County } No 14

Jan'y 9th 1888

Received of Ralph Lockwood One Hundred & Twelve ²⁵/₁₀₀ Dollars in full for the following State, County, Town, and Special Taxes on the following described Real Estate, in township No 30 Range No 1 West and on Personal Property, due for the year 1887, to wit:-

Description	Sec	Acres	Valuation	State Tax	County Tax	Town Tax	Township School Tax	District School Tax	Road Tax	RR Tax	Total Tax
				D C	D C	D C	D C	D C	D C	D C	D C
S. E.	7	160	480	5 76		24		5 36	96	96	11 28
E 1/2 N. E.	19	80	320	3 84		16		2 24	64	64	7 52
W 1/2 N. W.	20	80	400	4 80		20		2 80	64	80	9 24
N. W.	31	160	960	10 02		48		9 60	1 92	1 92	25 44
N. W.	33	160	960	11 00		48		12 00	1 76	1 92	27 68
S. W.	33	160	1120	13 44		56		14 00	88	2 24	31 12

James Hoyt Collector for the Town of Roberts

\$112.28

4th if any such tender of money was made then state whether the Deft Wm D. Murphy refused or declined receiving the money so tendered?

5th if you know of any other matters or thing tending to the benefit of the complainant state the same as fully as though you were particularly interrogated thereto.

Ramsey & Purple
Sols. for Compt.

Circuit Court, Marshall County State of Illinois

Ralph Lockwood
against
William D. Murphy

Deposition of John W. Hubbard a Witness produced on the part of the plaintiff and sworn and examined before us Commissioners by virtue of a Commission to us directed and delivered out of the Circuit Court of Marshall County, State of Illinois this Eleventh day of November.

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1806. John W. Hubbard a Witness on the part of the plaintiff in the above action being first duly sworn before us on the Holy Evangelists of Almighty God that the evidence to be given before us and the answers to the Interrogations to be propounded to him should be the truth the whole truth and nothing but the truth testifies as follows.

To the first Interrogatory he says. My age is Forty Eight years. I reside in Stamford in the State of Connecticut. my occupation is that of a Merchant

To the Second Interrogatory. he says. I am acquainted with both the plaintiff and Defendant: I have known them both more than twenty years

To the Third Interrogatory. he says. I do know of a tender of money made on the part of the plaintiff to the Defendant in the fall of 1805 - On the 8th day of October 1805 I went with the plaintiff to the Office of the Defendant 107 South Street in this City and in my presence the plaintiff made a tender of some money to the Defendant the amount was over

Thirty Six Hundred Dollars there was over
 Thirty five Hundred Dollars in gold and some
 bills. I counted the money before I went to the
 Office of Defendant — the tender was made
 on a land contract for land in Illinois made
 between the plaintiff and Defendant — I can
 "not state where the lands were situated
 except that they were in Illinois — I saw
 the contract and went with the plaintiff
 to be a Witness to his performance of his
 part of the Contract and saw the tender of
 the money made to said Defendant

To the Fourth Interrogatory he says the
 Defendant Mr. Murphy refused to rec-
 "eive the money as tendered — He declin-
 "ed, he he said there was no contract
 now, it was at an end on the 5th July
 preceding

To the Fifth Interrogatory: He says I know
 of no other matter tending to the benefit of
 the plaintiff. The plaintiff stated in re-
 "ply to the Defendants remark that the
 contract was at an end that it was not so
 that the contract was still in existence,
 drawn to and signed by } John M. Hubbard
 the Deponent at our }

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Office No 61 Wall Street
in the City of New York the
11th day of November 1856

Rich^d. H. Bowen }
James V. Hyatt } Commissioners

The Defendant William D. Murphy being per-
sonally present now claims the right to cross
examine the Witness -

Q. Was not the plaintiff after April
1851 pecuniarily responsible and largely
engaged in business?

Ans. He was about and after the time
enquired of responsible and did a large
business. —

Ques. — Had his circumstances altered
between 1851 and the 5th day of July 1855?

Ans His circumstances were altered —
he failed in business and there were judg-
gements recovered against him I can-
not state when he became insolvent I be-
lieve there are judgments still existing ag-
ainst him. I believe in 1851 he was a
man of considerable property and was
over Ten Thousand Dollars.

Sworn to and Signed by John H. Hubbard
 the Deponent at our
 Office No 6, Wall Street
 in the City of New York
 the 11th November 1856

Rich^d. H. Bowen }
 James W. Hyatt } Commis

Ralph Lockwood }
 vs }
 William D. Murphy }
 In The Circuit Court
 Marshall County Ills.
 January Term 1858
 In Chancery

William B. Green sworn.

An assignment from Ralph Lockwood to William B. Green dated the 22^d day of July 1852 introduce in evidence says the signature is Ralph Lockwood - The assignment was made to me. I afterwards relinquished my interest in the lands described in said contract to Ralph Lockwood in April A. D. 1855 - Contract was delivered to me within two weeks - certainly within a month after the date thereof -

Of the Tax receipts marked 1. 2. 3. 4 & 5 I paid the taxes myself to the collector as spec.

ified in the said receipts — From the year 1851 to this time I often have paid the taxes of said Lockwood on his land in this county as his agent.

Tax receipts number from 6 to 18 inclusive on the back are offered and received, ^{in evidence} the hand writing of the different officers who signed the same being admitted

Samuel L. Fleming sworn
Knows the Defendant Mrs D. Murphy. — I saw him at his office in New York City I think it was in August 1855 — the August previous to the commencement of this suit. — Had a conversation with Mr Murphy upon the subject of the land contract with Mr Lockwood, he said he had served a notice or a paper upon Mr Lockwood some time previous to this interview, demanding the payment of the money — I think that the demand alluded to was made the 3 or 5 of July previous — He said Mr Lockwood told him that he was poor & had no money to pay at that time — He then stated that between the time he had so given the

notice & the time I was there Lockwood came to him & told him he had a house & lot in Brooklyn that he would like to trade to him (Murphy) on the said land contract. — He said they went over and looked at the house but he didn't take it on account of the price of the house or the title to the lot which witness don't remember — Witness does not profess to state the exact words, but gives the substance of the conversation.

The conversation was about the contract and the land in controversy in this suit.

Didn't you go there as the Attorney or at the request of Ralph Lockwood the complainant? or of William B. Green?

Answer to both — No sir — Wasn't you the Attorney of Ralph Lockwood at the time? — No sir — Didn't you come right home and draw up a bill in Chancery for conveyance of the land in controversy in this suit? I did soon after ^{with} in a few days don't remember exactly how long after.

Did not the Defendant Murphy in the conversation alluded to inform you that the contract between him and Lockwood rescinded. He informed me that he considered the

contract at an end & that he had notified Lockwood to that effect in the early part of July 1855. — There were two young men in the office Clerk of Murphy when I was there they did hear a part of the conversation dont know whether they heard the whole of it or not — ones name was Murphy the other I think was Lewis — cant fix the precise date of my being in New York my best impression is that it was the fore part of August it might have been later as late as the 15th dont pretend to state the whole conversation, there was a good deal of talk about trading.

Re Ex — I know the land, am acquainted with the 3 prairie quarters & have a general knowledge of the character of the other land — In my Judgment the average value of the said land per acre in 1851 was I should say from 3 to 5 doll^{rs}, as per acre, but would not state definitely — It might have been worth 5 dollars an acre The barrens were not worth that much at that time — about 1/4 barrens, would not exceed 5 dollars. The same land in the year 1855 in my judgment was worth at least ten dollars an acre — the average

value.

Grass Ex

In that conversation I don't recollect that Murphy said he had refused to enter into any negotiations for said land with Lockwood. From the 5th day of April 1851 until the 5th day of April 1855 there was a gradual rise in the value of said lands. Lands might have increased more in some one year than in others.

I think the said lands were worth more in 1852 than they were in 1851. might have been 50 cents an acre more & it might have been a greater increase - I think lands increased in value more rapidly in 1854 & 1855 than 1852

Received New York August 8th 1851 on a cou-
nt of his note due this day which is to
be endorsed on said note as part paym-
ent thereof.

\$100

Wm D. Murphy

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Received New York May 3. 1855 from Ralph Lockwood Esq One hundred Dollars on account of his contract for the purchase of lands in Illinois town of Lyons Putnam County said contract bearing date April 5th 1851 and described in Deed of William D. Murphy and wife (Not yet delivered) to Ralph Lockwood - the delivery thereof being postponed in consequence of this payment - until the third day of July next when the balance of the purchase money is to be paid

\$100.

Wm D. Murphy"

And on the day and year last aforesaid to wit on the sixth day of February AD 1858 the defendant submitted his proof which is as follows to wit:

Defendants Proof " Deposition of Orlando B. Lewis. The said Orlando B. Lewis being first duly sworn doth depose and say in answer to the several interrogatories as follows to wit

Interrogst " What is your age and where do you reside

Answer I am Twenty eight years of age. I reside in the City of New York.

Interrog 2 Are you acquainted with Ralph Lockwood said Complainant and Wm D. Murphy said defendant. if yes how long have you known them respectively?

Answer Yes. I have known Ralph Lockwood since the Spring of 1855 and Wm D. Murphy for six or seven years.

Interrog 3^d Was you present at an interview between said complainant and defendant in the Spring of 1855 in the City of New York respecting certain lands in Illinois or the payment by the complainant to the defendant therefor? If yes state when such interview took place also the place where it took place, and who were present. state also what was said and all that was said by both the said Complainant and defendant or by any other person or persons in the presence of said complainant and defendant or in the presence of the complainant respecting such lands or the payment of the same by the said Complainant also if you can give the description of such lands about which such conversation was had

Answer

I was present at an interview on both the Second and Third days of May 1855. on the second day of May Mr Lockwood came into Mr Murphy Office 107 South Street New York with Mr Murphy it was the first time I had ever seen him. during the conversation Mr Murphy tendered him a deed for certain lands in the Town of Lyons Putnam County, Illinois. which deed is hereunto attached (Marked Exhibit A E. F.)

Cony Mr Lockwood read that deed and made no objection to it. he said he had no money to take it up with. he said then that he would call in tomorrow and see what could be done. to which Mr. Murphy replied that he had no desire to take advantage of Mr Lockwood or of the contract as that was dead long ago but he would give him until the next Saturday to take the deed or the contract would be forfeited. he shortly after left the office. the next day he returned and said he was poor and unable to take up the deed on account of business transactions in which he had been unfortunate. he appeared to be very much affected and was sorry that he had to break his contract. he said it had hurt him more than all his losses Mr Murphy told

him he was willing to give him a chance that all Mr Murphy required that he should satisfy the contract. then I at Mr Murphys request showed Mr Lockwood a statement of his account. Mr Lockwood said he would pay One Hundred Dollars on account of the contract if he would extend it four weeks longer. Mr. Murphy agreed to extend the time until the third of July which was done and the One Hundred Dollars paid a receipt given a copy of which I now have (Exhibit B. E. F. Coney) Mr. Samuel B. Murphy was present on the second day of May but I do not think he was on the Third at the interview. The only description of the lands that I can give is the same as in the deed now before me Exhibit "A." E. F. Coney I have stated all that I know positively to have been said there was some other conversation but I cannot now remember what it was

O. B. Lewis

Interrogatory^{to} If you answer the last interrogatory above in the affirmative then you will state whether or not any deed was offered or tendered by the defendant to the complainant or by any other person by the direction or Authority of the defendant. State also whether or not (if any such deed was offered) any demand was made

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by the defendant or person offering the deed of the complainant for the defendant of the purchase money for the said lands and if any such deed was offered as aforesaid you will attach to your answer to your answer hereto the identical and original deed so offered. State also whether the complainant accepted or refused said deed, and whether he paid or refused to pay the defendant the said purchase money, and all that was said by any one in connection with the offer of the said deed and demand of the money for the land therein described. State all that was said and done at said interview

Answer I cannot answer any further than I have done in my answer to the Third interrogatory except that Mrs W^m D. Murphy at the interview of the second day of May A.D. 1855 did demand the payment thereof

Interrog 5 State whether or not any interview after the one above referred to, in the Summer of the year 1855 took place between the complainant and defendant respecting the same subject matter referred to in the above interrogations If you state when it took place where it took place who was present and what was said and

all that was said by the complainant and defendant or by any other person or persons in their presence or in the presence of the said complainant. State whether or not any deed was offered to Complainant by defendant at this interview or by any other person by authority of defendant State also whether or not any demand (when said deed was offered as aforesaid) was made by defendant or by any other person by defendant authorized of Complainant of the purchase money for the land described in such deed, State the amount of money mentioned (if any) and if any such deed was offered you will attach the same Original Identical one to your answer hereto, unless the deed is the same one referred to in interrogatory fourth of these interrogations, and if said deed is the same you will so state. State all that was said or done by both the parties at this interview and all that was said and done by any other person or persons in the presence of the said Complainant and defendant or in the presence of the Complainant.

Answer

An interview took place on the Fifth of July A D 1855 at the office of William S. Murphy 107 South. Street, between the Complainant

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and defendant. I was present at that interview. I cannot say that any other person was present. At the request of Mr Murphy I tendered to the Complainant the deed attached to interrogatory Third (Exhibit A E. & C. Copy) I cannot say that any particular sum was mentioned at this time Mr Lockwood answered that he could not take it up. that he had not got the money to take it up with.

Interrog 6 State whether at either of the interviews referred to in any of the foregoing interrogatories. (if any such interviews took place) any notes were offered (and what notes) to the Complainant. if yes by whom were they offered. when and where were they offered. And if any notes were not offered then state whether the Complainant at any time during either of the said interviews said anything about them. if so what and whether he insisted on seeing or receiving them any. if any such notes were offered attach the same ones to your answer hereto

Answer There were no notes either demanded or offered by either complainant or defendant at any interview until the Eighth of October A.D.

1855 Neither was there anything said about them previous to that time in my presence

Interrog 7th do you know of any other matter or thing connected in any way with said above mentioned suit, that may tend to the benefit of either of the parties. if you state the same as fully as if you were specially interrogated there, to.

Answer On the Sixth of August A.D. 1855 complainant again called at our office 107 South Street New York and said to defendant that he had a house in Brooklyn that would suit. defendant answered that the contract affair was now out of his hands as he had had it cancelled from the records in Illinois and had sent Mr Lewis' affidavit there to the purport of Mr Lockwoods' non-fulfillment of the contract and that he could not now treat with him on that contract as it was dead. On the Eighth of October A.D. 1855 the complainant accompanied by a Mr Hubbard came to defendants office aforesaid and said he had a tender to make him for the Illinois Lands. he had with him a bag which he said contained Three Thousand - five hundred Dollars which he tendered to the defendant the defendant said he had no contract pend.

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"ing with him neither had he had any since the Fifth day of July last therefore could not receive any proposals on the contract as there had not been any since the offering and refusal of the deed on the Fifth of July. Mr Lockwood demanded his notes Mr. Murphy said he had made an affidavit "it to produce the notes in Court and could not give them now but would give them when he had produced them in Court. Mr Murphy said he did not wish to nor had not used them his purpose was merely to produce them as he had made affidavit to do. Defendant also told him that there was a suit pending in Illinois which was the proper place for these matters now. Defendant, Complainant, Mr Hubbard and a person named John R. Baker with myself were present at this interview.

Cross Interrogatories

X Interrog. / If in answer to the third interrogatory you say you heard a conversation between the parties to this suit then state in answer to this all that was said by each party & state the language used & note your general recollections.

Answer I have stated as fully as I could all that

72 was said in that direct interrogatory.

X Interrog. 2^d. If you say a deed was ever tendered to Lockwood state the time when it was done. State also whether the notes or any notes were at that time tendered or offered to said Lockwood or offered to be given up to him said Lockwood.

Answer A deed was tendered on May Second 1855 and again tendered of July Fifth 1855. to Complainant as I stated in my answer to the direct interrogatories. No Notes were tendered or offered

X Interrog. 3^d If you answer that a deed was tendered Lockwood then State who made said tender, the language used in making it, also the precise language used by said Lockwood in his reply (if he made any) to such tender

Answer Mrs Murphy made the tender of the deed on the Second day of May 1855 and I tendered it on the Fifth day of July as I have before stated in my answers to direct interrogatories. I can give no further direct answer than I have given in my answers to my direct interrogatories as the time is so long elapsed

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that I cannot remember the precise conversation that took place.

X Interrog

4th

If you state that deed was tendered said Lockwood on two separate times then state the dates respectively. Were they or either of them before the third day of July 1855 & how long after the 3^d of July 1855 the last tender was made. State also whether the said Defendant at either of said conversations or at any other time during the summer or Fall of 1855 had any conversation with said Lockwood about his said Murphys taking a House or other real Estate in the City of Brooklyn in payment of the notes given for the land in question & state all that was said by them in your presence concerning the same. Did said Murphy the Deft go with Lockwood and examine the Real Estate spoken of for the purpose of taking it on the part of Murphy as payment as aforesaid. State all you know about the same.

Answer

It deed was tendered on Second day of May 1855 and the last time on the Fifth day of July 1855 as stated in my answer to the Third and Fifth direct Interrogatories

There was no conversation took place in regards to his taking property in Brooklyn for the Notes. I do not know that Mr. Murphy ever went to Brooklyn with compla-
"inant."

X Interrog 5th If you state that there was a conversation about the Brooklyn property in substance as stated in Cross Interrogatory 4 then state the exact time, if you can where it took place & did said Defendant on or about the 15th of September A.D. 1855 admit in presence of yourselves and one G. L. Fleming of Lacon Illinois that said Lockwood had offered to pay the notes for said land by conveying to said Murphy a House lot in the city of Brooklyn, that he said Murphy went with said Lockwood and examined said property and that he would have taken said property for said notes, had he been satisfied with the value of said property and that said conversation & the Examination of said Brooklyn property was some time after the 3^d day of July 1855 & did he not also then say that it (said Examination of the Brooklyn property) was after the tender or tenders of a deed for the land.?

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Answer Mrs Murphy did not admit or say anything to Mr Fleming called for by this interrogatory in my presence

X Interrog. 7th Were you in the employment of the Defendant in the Summer of 1855 & at the present time — and how long have you been in his said employment. ?

Answer I was there and am now and have been since the Fall of 1853.

O. B. Lewis

(Copy of For Deed attached to the Deposition of O B Lewis and referred to by him, and offered in evidence by the Defendant, see this Record commencing on Page 176 & ending on Page 178; Clerk R. J)

Deposition of Samuel B. Murphy

The said Samuel B. Murphy being first duly sworn doth depose and say in answer to the several interrogatories as follows to wit

Interrog 1st What is your name age and where do you reside

Answer Samuel B. Murphy, 21 years. I reside in New York City

Interrog 2nd Are you acquainted with Ralph Lockwood said Complainant and William D. Murphy said defendant. if yes, how long have you known them respectively

Answer I am acquainted with both I have known Lockwood about two years and Murphy for the past Eighteen or Twenty years

Interrog 3^d Was you present at an interview between said Complainant and defendant in the Spring of 1855 in the City of New York respecting certain lands in Illinois or the payment by the Complainant to the Defendant therefor? If you state when such interview took place also the place where it took place and who were present state, also, what was said and all that was said both the said Complainant and defendant or by any other person or persons in the presence of said Complainant and defendant or in the presence of the Complainant respecting such lands or the payment for the same by the said Complainant also if you can give the description of such lands about which such conversation was held

Answer An interview took place on the second day of May 1855 between the Complainant and defendant at the office of defendant 107 South Street New York. Myself and Mr C. B. Lewis were present. defendant tendered to the complainant a certain deed

for land in the Town of Lyons, Putnam County Illinois which Complainant said he could not take up for want of means but would call the next day and see what could be done. Mrs Murphy said he did not wish to take advantage of the contract and would give him until the next Saturday to take the deed up or the contract would be forfeited.

Interrog th 4 If you answer the last interrogatory above in the affirmative then you will state whether or not any deed was offered or tendered by the defendant to the complainant or by any other person by the direction or authority of the defendant. State also whether or not (if any such deed was offered) any demand was made by the defendant or person offering the deed, of the complainant for the defendant of the purchase money for the said lands and if any such deed was offered as aforesaid you will attach to your answer hereto the identical and original deed so offered. State also whether the complainant accepted or refused said deed and whether he paid or refused to pay the defendant the said purchase money and all that was said

by any one in connexion with offer of the said deed and demand of the money for the land therein described state all that was said and done at said interview.

Answer

I cannot answer more definite than I have in the previous answer except that I know that Mr Murphy did ask complainant for the money when he tendered him the deed the deed now shown me is the identical one tendered to complainant (Exhibit "A" E. H. Corey)

Interrog th

State whether or not any interview after the one above referred to in the summer of the year 1855 took place between the complainant and defendant respecting the same subject matter referred to in the above interrogatories If yes state when it took place where it took place who was present and what was said and all that was said by the complainant and defendant or by any other person or persons in their presence or in the presence of the said complainant, ~~and defendant or by any other~~

State whether or not any deed was offered to complainant by defendant at this interview or by any other person by authority of defendant. State also whether or not any

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demand (when said deed was offered as aforesaid) was made by defendant or by any other person by defendant authorized of Complainant of the purchase money for the lands described in such deed, state the amount of money mentioned (if any) and if any such deed was offered you will attach the same original identical one to your answer hereto unless the deed is the same one referred in interrogatory fourth of these interrogations and if said deed is the same you will so state. State all that was said or done by ~~both~~ the parties at this interview and all that was said and done by any other person or persons in the presence of said Complainant and defendant or in the presence of the complainant.

Answer

The only interview (besides the one that I have referred to in my answers to the foregoing interrogatories) that I was present at took place on the 6th of August 1880 at the office of the defendant 107 South St., New York, New Lewis, Complainant. Defendant and myself were present. Mr Lockwood asked defendant to take a House and Lot in Brooklyn in payment for the Illinois Land. Mr Murphy told him that it useless to make any further offer on the

old contract as he considered it dead but if he had any new proposition to make he would listen to it. No deed was tendered by any person at that time

Interrog 6th State whether at either of the interviews referred to in any of the foregoing interrogatories (if any such interview took place) any notes were offered (and what notes) to the Complainant if yes by whom were they offered when and where were they offered and if any notes were not offered then state whether the complainant at any time during either of said interviews said anything about them if so what and whether he insisted on seeing or receiving them if any such notes were offered attach the same ones to your answer hereto

Answer

No notes were offered in my presence but Mr Murphy told Mr Lockwood at the interview on the second of May 1855 that he had the notes in a Pocket Book that he could have them if he was prepared to take them up. I do not know that I ever heard Mr Lockwood say anything about the States,

Interrog 7th Do you know of any other matter or thing connected in any way with said above mentioned suit that may tend to the benefit of either of the parties if you state the same as fully as if you were specially interrogated thereto

Answer I do not.

X Interrog 1st If in answer to the 3^d interrogatory you say you heard a conversation between the parties to this suit then state in answer to this all that was said by each party and state the language used and not your general recollections

Answer I cannot answer any more than I have in answer to the direct interrogatory

X Interrog 2^d If you say a deed was ever tendered to Lockwood state the time when it was done state also whether the notes or any notes were at that time tendered or offered to said or offered to be given up to him said Lockwood

Answer I have stated in my Third direct interrogatory that the deed was tendered at the interview on the second day of May 1855

In relation to the notes all I know I have stated in my answer to the 3rd direct in^{terrogatory}.

x Interrog 3rd If you answer that a deed was tendered Lockwood then state who made such tender the language used in making it also the precise language used by said Lockwood in his reply (if he made any) to such tender

Answer The deed was tendered by defendant and the language used by Lockwood in his reply I have given in my answer to the direct interrogatory

x Interrog 4th If you state that a deed was tendered said Lockwood on two separate times then state the dates respectively. Were they either of them before the 3rd day of July 1855 and how long after the 3rd of July 1855 the last tender was made state also whether the said defendant at either of said conversations or at any other time during the summer or fall of 1855 had any conversation with said Lockwood about his said M^{rs} Murphys taking a house or other Real Estate in the City of Brooklyn in payment of the States given for the land in question and

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that was said by them in your presence concerning the same did said Murphy do go with Lockwood and examine the Real Estate spoken of for the purpose of taking it on the part of Murphy as payment as aforesaid state all you know about the same.

answer

I have stated that one tender was made on the second day of May 1855 any other I do not know anything about In relation to the conversation on the Brooklyn property I have given it as far as I can in my answer to the Fifth direct interrogatory. Whether Mr Murphy ever went to Brooklyn with Complainant or not I do not know

X Interrog 5th If you state that there was a conversation about the Brooklyn property in substance as stated in evop interrogatory 4 then state the exact time if you can when it took place and did said said defendant on or about the 15th of September A. D. 1855 admit in the presence of yourselves and one J. L. Fleming of Lacon Illinois that said Lockwood had offered to pay the notes for said land by conveying to said Murphy a House & Lot in the City of Brooklyn. that he said Murphy went with said Lockwood and

examined said property and that he would have taken said property for said notes had he been satisfied with the value of said property and that said conversation and the examination of said Brooklyn property was some time after the 3^d day of July 1855 and did he not also then say that if (said examination of the Brooklyn property) was after the tender or tenders of a deed for the lands

Answer The only conversation in relation to Brooklyn property at which I was present took place on the Sixth of August 1855, as I have before stated

X Entenoy Cth. Are you Sam^l. B. Murphy a son of the defendant. State what relation if any you are of his

Answer No. I am his nephew

J. B. Murphy

\$806.⁵⁰/₁₀₀

Four months after date I promise
to pay William D. Murphy or Order Eight
Hundred and Six ⁵⁰/₁₀₀ Dollars for Value
received —

New York April 5th 1851

Ralph Lockwood

156 Water Street N.Y.

Aug 28

\$1070.⁵⁰/₁₀₀

One Year after date I promise to
pay William D. Murphy or order One Thousand
and Seventy dollars for value received

New York, April 5th 1851

Ralph Lockwood

156 Water St N.Y.

Apr 5/52

United States of America

State of New York

} ss.

J. Gardner

Spring, Ch. Notary

Public duly commissioned and sworn.
dwelling in the City of New York, do hereby
Certify, that on the Eighth day of April
in the year of our Lord one thousand eight
hundred and fifty-two at the request of
The President and Directors of the Mechanics
Bank New York, the original Promissory Note
hereto annexed was duly presented to
Ralph Lockwood the Maker at his place of

business. in said City. and payment thereof was then and there demanded, which was refused. Whereupon I the said Notary at the request aforesaid did Protest and by these presents do publicly and solemnly Protest, as well against the Maker and Endorsers of the said promissory Note, as against all others whom it doth or may concern, for exchange re-exchange, and all costs, damages and interest, already incurred, and to be hereafter incurred for want of Payment of the same.

Thus done and Protested, in the City of New York, aforesaid in the presence of John Doe and Richard Roe with witnesses.



Quod Attestor.

Card. Spring St.

Notary Public Mechanic Bank

\$1070.⁰⁰ One year after date I promise to pay William D. Murphy or Order One Thousand and Seventy Dollars for Value received New York April 5th 1851.

Ralph Lockwood

106 Water St N.Y.

ap^t. of 2

United States of America }¹⁰

State of New York }

J. Gardner Spring

Esq. a Notary Pub.

his duly commissioned and worn dwelling
in the City of New York, do hereby Certify, that
on the Eighth day of April in the year
of our Lord one thousand eight hundred
and fifty two at the request of The Presid-
ent and directors of the Mechanics Bank
New York, the original Promissory Note here-
unto annexed was duly presented to Ralph
Lockwood the Maker at his place of busi-
ness in said City and payment thereof
was then and there demanded which was
refused Whereupon I, the said Notary
at the request aforesaid, did Protest, and by
these presents do publicly and solemnly Protest
as well against the Maker and Endorsers of
the said Promissory Note as against all
others whom it doth or may concern, for
exchange, re-exchange and all costs,
damages and interest, already incurred,
and to be hereafter incurred for want of pay-
ment of the same



Quod Attestor

Thus done and Protested, in the
City of New York aforesaid in the
presence of John Doe and Richard

Rob. Witnesses J. Gardner Spring Esq.
Notary Public

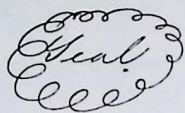
State of New York
 City & County of New York } ss. Orlando B. Lewis of
 the City of New York

being duly sworn in due form of law doth
 Filed July 23^d depose & say that on the 5th day of this mo.
 1855 at 12th mth 1855 deponent at the request of W^m D.
 C. Clark Now Murphy of said City tendered to Ralph
 I. L. Fort Lockwood a Deed from said W^m D. Mur.
 Marshall "phy & Ann Letitia his wife for certain
 County Lands in the State of Illinois to said Ralph
 "h Lockwood bearing date 5th day of April
 1852 for consideration of \$3079. ⁵⁰/₁₀₀ which
 deed was duly Executed & Acknowledged be-
 "fore Edwin F. Corey a Public Notary in
 for the State of New York on 13th day April A.D.
 1855. deponent further says at the time
 said Ralph Lockwood admitted that he
 had contracted to purchase said Land
 of said Murphy for the sum aforesaid
 & had given said Murphy 3 Notes in
 payment of the same & when paid in
 pursuance to said contract. Said Mur-
 "phy was to deliver to him said Ralph

Lockwood a Warranted deed for the same
 Deponent further says at the time aforesaid,
 "aid the 5th day of July 1855 when depon-
 "ent tendered the deed aforesaid he dem-
 "anded of said Ralph Lockwood at the
 request of said Murphy \$3517.²/₁₀₀ being
 at the time the actual Balance due said
 Murphy including interest & charges on said
 property at the time Lockwood then said
 that the contract & the amount due was
 correct, that he had not got the money
 neither could he get the same as he was
 poor. Deponent further says that the de-
 "scribed in said Deed of Murphy & wife
 to said Lockwood was bounded & descri-
 "bed as follows, All the West $\frac{1}{4}$ of the N.W.
 $\frac{1}{4}$ of 20 & the E $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of 19 & S.W. $\frac{1}{4}$
 of 31 of Township 30 N & Range 1 W of 3^d
 principal meridian containing $320 \frac{45}{100}$
 acres & S.E. $\frac{1}{4}$ of 7 30 N. Range 1 W of 3^d
 principal meridian 160 acres be the same
 more or less lying and being in the town
 of Lyons Putnam County State of Illinois
 also the S.W. $\frac{1}{4}$ of Section 33 also the S.W.
 $\frac{1}{4}$ of section 33 Township 30 North & Range
 1 West of the 3^d Principal Meridian con-
 taining 320 acres be the same more or
 less lying and being in the town of

Lyons Putnam County State of Illinois
 And further deponent saith not
 O. B. Lewis

Subscribed and Sworn to before me this

 Seal
 C. C.

18 day of July A. D. 1855

Edwin F. Cony Public Notary

any in & for the state of New York duly
 commissioned by Letters Patent under Great
 Seal of state and dwelling in the City of
 New York

City Court of Brooklyn.

No 1

Joseph H. Shephard

+ Nathan Hallister

agent

Ralph Lockwood

No 2 same vs same

No 3 same vs same

No 4 same vs same

No 5 John A. Hughes vs same

Examination of Ralph Lockwood defendant as judgment debtor under orders herein of 24th and 28th Septber. 1853 and 14th August 1854 Taken This October 1854 at City Court Room City Hall Brooklyn before John Greenwood City Judge of Brooklyn

Ralph Lockwood being duly sworn herein doth depose & say

Q What is your business?

A I am a Broker

Q Where do you reside?

A I reside in the City of New York

Q What Street and Number?

A 147 1/2 Cherry Street I believe

Q Who keeps the House?

A An acquaintance of mine by the name of Mrs Reynolds

Q Did you ever own any property in the State of Michigan?

(Withdrawn)

Q Have you within two years last past owned any property in the State of Michigan?

The Judge desires ⁱⁿ the examination the party shall be confined in his enquiry to property which he had one year previous to granting the order for examination 28th October 1853

A. I have not

Q. Have you within two years last past owned any property in the State of Illinois?

A. I have

Q. Have you within two years owned any property known as the Allen Lippincott farm or property?

A. I have not within two years owned any or had any interest in it I believe

Q. Have you within two years executed any power of Attorney in relation to the Allen Lippincott property

Question objected to and Question allowed and Defendant directed to answer

A. I have not executed any power of Attorney

Q. Have you within two years executed any paper in or by which you profess to be the owner of or have an interest in said property?

Objected to and same disposition as before

A. I don't remember that I have

Q. Where was the Allen Lippincott property or farm sit-^{uated?}

A. In Putnam County I believe in the State of Illinois

Q. How much land was there in the farm?

Objected to and Question disallowed

Q. What are the circumstances arising or existing within two years last past with regard to your

connexion with or interest in said farm?

Objected to and defendant directed to answer

A Some four or five or six years ago a man wished me to purchase some notes against Allan Lippincott. I did so. He said if he got the notes he could attach some land that Allen Lippincott had in Illinois. I sent the notes out to him and he told me that he attached the land. since that time I understood from the man for whom I purchased the notes that he had sold out the land this two or three years ago. He wanted to use my name to attach the land as I was a nonresident.

Q How much did the notes amount to?

Objected to and answered subject to objection.

A I cant exactly tell, they might have amounted to one two or three Hundred dollars.

Q How much was the farm worth?

Objected to and withdrawn

Q Was you to have any interest in the transaction and if so what?

Objected to and Allowed

A He said he would allow me one half of what he made out of it.

Q What has become of your interest in that property?

A I think it was closed up two or three years ago

Q How was it closed up?

A It was sold out I believe the farm has been sold and the proceeds closed up with me two or three years ago

Q Who was the man interested in the transaction with you?

Objected to and allowed.

A William Green, Lyons, Marshall County, Illinois
I mean to say that I have no interest in that property and have not had for two years past

Q When, where and how did you receive your interest in it within two years last past?

A I received it in money here, it was sent on here to me two years or more ago.

Q How much did you receive?

A I received in the neighbourhood of \$1000.

Q Have you executed a Deed or Conveyance?

Question Withdrawn.

Q Were you in the State of Illinois within one year past?

Objected to and withdrawn

Q Have you received any of the proceeds of that farm or anything for your compensation in the transaction within two years last past?

Objected to

A Not to my knowledge

Q Did you ever know a man by the name of George Sharruck?

A I did

Q Do you know the houses commenced by him and finished by John A. Hughes on Dean Street?

A I do

Q Did you purchase those houses of John A. Hughes?

Objected to and withdrawn

Q Have you been in possession of those houses or collected the rents thereof within two years last past?

A I have collected the rents of some of those houses within two years last past

Q Which of them

A Nos 92, 94 & 96 Dean Street I believe are the numbers

Q Who occupies those houses now?

A Mrs. Sherwood occupies one I don't know who occupies the others. Over two years ago I sold those houses and had my pay for them at the time.

I sold two of the houses to Daniel H. Curtis over two years ago I then hired the two houses of him at the rate of \$900 a year for the two. I relet those houses after I hired them of Mr Curtis and received the rents of them up to August 1853 since that time I have received no rents from either of them The other one I sold to Edmond L. Smith over two years ago - since then I have collected the rents for him as his agent. —

Q Who held the title of the fourth house within two years past?

A Fisher A. Fisher.

Q Had or have you any interest in it within two years past?

A No Sir

Q Did you purchase or have any interest in some lots bought of Samuel J. Gerritsen within two

years last past in Schermerhorn Street near
Hoyle - ?

A I have had no interest in it within two years
past

Q Have you had any interest in a lot of ground
within two years past on the North side of Sch-
ermerhorn Street 325 East of Smith Street?

A I had an interest in one lot in that locality
within that time. I owned the entire lot.

Q What have you done with it?

A I sold it to W^m Stabard over 13 months ago

Q For how much?

A I don't remember the amount it was sold
with some other property to him

Q What other property?

A Six mable houses in First place together with
three houses and lots in 4th place I think. I
don't recollect any other There might have been
but two houses in 4th place

Q What was the consideration?

A I don't recollect exactly but I should think
it was \$50,000

Q What incumbrances were there on this property?

A It was subject to Mortgages to the amount of
\$51,800

Q How was the surplus paid?

A I received it in cash

Q When?

A At the date of the deed or within a day or two thereafter

Q What have you done with the money?

A I paid borrowed money with part. I cant tell what I did with the whole of it

Q To whom did you pay borrowed money?

A I cant tell

Q Can you name any person to whom you paid any part of that money?

A I dont that I can name any one

Q Have you any of it now?

A No Sir

Q How long did you keep any of it?

A Two or three days

Q To how many persons did you pay it?

A I cant tell

Q Did you at that time keep any Bank account?

A No.

Q Did you keep any books of account?

A I kept no books

Q Did you receive the surplus in money or check?

A I received it in money and checks

Q Whose checks?

A Checks from Hubbard & Co on J. W. Hubbard & Co

Q On what Bank or Banks?

A I think the Fulton Bank and some I think on the Market Bank

Q Was the whole \$41,850 of Mortgages mentioned

in the Seed due or owing on the delivery of the Seed?

A Yes Sir

Q Do you know Angelina Smith?

A I don't know that I do know her

Q Did you convey a house and lot on the South side of 4th Place between Clinton and Court St^s Brooklyn within two years past?

A I conveyed a house to a widow named Smith on 4th place within 2 years past.

Q For what price?

A I think \$5000 subject to a Mortgage of \$3000.

Q What did you do with the money?

A I did not receive all the money I received \$1500. & the balance I never got. I took no security for it. she said she had to finish the house up and refused to pay the \$500. on that account

Q What agreement if any did you make with her to finish up the house?

A I did agree to finish it up but did not do it.

Q Do you know what it cost her to finish it.

A I do not except from what she told me

Q Did you sell an adjoining house to Thomas Mc. Ginnis

A yes. I believe that's the mans name

Q For how much?

A For \$5000 I guess - subject to a mortgage for \$3000 I think

Q How was the balance paid?

10.2 A He paid it all in Mason work which he had previously done for me.

Q Did you convey another in the Block in 4th Place to any other person?

A Yes Sir

Q To whom?

A I cant from recollection know the name of the person but if the name is mentioned I may remember it

Q Did you convey one in 4th Place to Thorman Kimball?

A No Sir

Q Did you convey one in 4th Place to William Hubbard?

A I did

Q For how much?

A For \$5000 subject to a Mortgage of \$2000 or \$2500.

Q How was that paid for?

A In a Note which I think I received two years ago last May

Q What became of that note?

A I got it discounted at the Bank

Adjournd for further examination to October 4th 1854 at 9 St. M.

J. Spoonwood
City Judge

Oct 4th 1854 9 St. M. Examination of Ralph Lockwood
adjournd at Defendants request on ground that he feels unwell to Oct 5th 1854 at 10 St. M.

J. Spoonwood
City Judge

Oct. 5th 1884 10 A.M. Examination of Ralph Lockwood
 continued

Q What did you do with the money received for those notes
 Withdrawn

Q Did you convey a house and lot on the South side of
 Dean Street to Shannon & Kimball within two years
 past?

A I did Sir

Q For what price?

A For \$6400 or \$6500

Q Subject to what incumbrance?

A \$4000

Q Were you paid the balance and how?

A They had some notes against me for about \$3000.
 They agreed to do some work for me for which I
 agreed to give them the house

Q Have they ever delivered up to you those notes?

A No Sir

Q Do you know whether they held the notes at the
 time?

A I don't know

Q Have you ever sued on any of those notes?

A No Sir

Q Do you know where the notes are now?

A I do not

Q Did you receive any money or written contract from
 Shannon and Kimball at the time for this property?

104 A I received a written contract but no money from them

Q Where is that contract?

A It is lost

Q What was the substance of that Contract?

A They were to do some work & finish the ranges

Q To what amount?

A I don't recollect

Q Was it as much as \$1000.?

A I think it was more, I can't recollect

Q Did they ever perform the contract?

A They did not perform what they agreed in the contract

Q Have you ever settled with them?

A No Sir

Q Did you sell a house & lot on the South Side of ^{the} 11th Place Brooklyn about May 1853 to E. A. Higbee?

A I don't remember that I did

Q Did you within two years?

A I don't remember the name. I did sell such a house but don't know to whom

Q For what price?

A I don't recollect

Q What was it worth

Question Withdrawn

Q State as near as you can according to the best of your recollection and belief, how much you received for the house & in what manner it was paid?

A About \$1500.

Q How was that paid?

A I don't know. I believe in ten work previously done

Q Have you any of the proceeds of that sale?

A No Sir

Q Did you sell a house on the South side of Dean Street within two years to Geo. M. Stilwell?

A Yes Sir

Q For what price?

A I don't recollect. It was virtually Warren Remond house

Q Did you convey two houses & lots on the South Side of 4th Place to Edward Kellogg in May 1858?

A I did

Q For what price

A For \$1.

Q Subject to what incumbrance?

A \$6000 or \$7000 I can't say positive

Q Why did you sell the two houses for \$1?

A Messrs Gilligan & Bolton had some difficulty in settling with William H Seely, a law suit was commenced by Seely against them & I held the property to settle up with Gilligan & Bolton for work I agreed that it should be adjusted fairly and by an understanding with Gilligan & Bolton and to satisfy them more fully a Deed was given to Edward Kellogg when the affair was settled up about that time or a little after

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Edward Kellogg gave a quit claim of those houses without any covenant to me or Gilligan & Bolton

Q How long did Kellogg hold them?

A I dont know?

Q Did you at the time owe Seely or Gilligan & Bolton

A Gilligan & Bolton actually owed me for money advanced by me for Seely. In closing up Seely's & Gilligan's & Bolton's contract, Gilligan & Bolton gave back a Mortgage of \$1000 on one of the houses to me & that was all the consideration I got for the houses except paying debts of Seely and my own in reference to the affair

Q What did you do with that Mortgage?

A I sold it to Voorhis the Lumber dealer & received part in a debt I owed him and the balance in a note of \$ or \$500 which I got the money on. I dont know the exact amount of the note

Q When did you sell the Mortgage to Voorhis or about when?

A About June 1858.

Q What did you do with the money?

A I dont know now

Q Can you tell what you did with any of it?

A I cant remember.

Q Did you sell the house on the south side of 11th Place 315 feet west of Clinton Street Brook

lyn to Mr. Hubbard in May 1852 or May 1853?
 A In May 1852.

Q Are you positive?

Question Withdrawn

Q Did you sell William Hubbard a house in
 4th Place Brooklyn in May 1853?

A If it was May 1853 it was the same house I have
 explained about in my examination on the 3^d
 Instant

Q At what Bank was the note discounted which
 you received for the house in 4th Place sold
 to Mr. Hubbard?

A At the Market Bank in New York in Fulton
 Street near the Fulton Ferry.

Q Did you keep an account there?

A I did then

Q When did you discontinue keeping an account
 there?

A I don't recollect

Q Have you kept an account there since June 1853?

A No Sir.

Q Who held any mortgage on the 4th Place house
 sold to Hubbard?

A I don't recollect but there was a Mortgage on
 it to my certain knowledge.

Q How much was the note for you received from
 William Hubbard?

A \$2000 I believe

Q Did you sell a house and lot on Corner of Mill and Court Streets Brooklyn to Wm Hubbard in May 1853?

A I did

Q What was the Consideration?

A I do not know.

Q Was it over \$5000.?

A I think not.

Q Do you think it was about that sum?

A I think it was

Q Did you receive that sum?

A No I did not

Q What did you receive?

A I gave it to him for money that I owed him?

Q How much did you owe him?

A I do not know the amount then

The house I sold was only enclosed & not half finished up

Q Who finished it

A Mr. Hubbard. The price of \$5000. was what we supposed it would be worth when finished I don't know what it cost to finish or what he allowed me for it as it was. I owed him more than it was worth at the time of the conveyance

Q Who occupied the property the last you knew of it?

A It was vacant the last I knew.

Q Has Hubbard sold it since?

A I dont know.

Q Did you sell a house on S side 4th Place to Sam^l M. Moore in or about May 1853?

A Yes Sir

Q For what price?

A I think \$5,200.

Q Subject to what Mortgages?

A \$3000 I believe

Q Have you been paid the balance and how?

A Yes Sir. In my own notes and money.

Q How much each?

A I dont recollect.

Q Can you tell about how much?

A I was nearly all my notes and my endorsements

Q Whose notes that you were endorser on?

A The only one that I remember was J. C. Donnell note endorsed by J. B. Stryker & myself

Q What did you do with the note?

A I did not take up the note. I left it with Moore & C. Donnell. afterwards paid it and that left \$74 or \$75 dollars due me which I got & spent

Q Did you in May or June 1853 sell a house and lot on the south side of Dean Street 212 feet West of Hoyt to Shannon Kimball & Co?

A That is the same house to which I referred in my testimony above and supposed the question replied to. I think it was to Shannon Kimball & Co and when asked above I supposed the

question referred to that house. -

Q To whom did you sell the house next adjoining this on the West?

A To Shannon & Kimball in January or Feb. 1858

Q For what price?

A For \$6000. subject to a Mortgage of \$4000.

The balance was paid to me in work and in notes of mine to be delivered up in settlement of accounts between us. I did not receive any money or other property. -

Q Have the notes been given up?

A No Sir

Q Why were they not given up?

A In consequence of difficulties between Shannon & Kimball & Co and William St. Seely

Q For what had these of yours notes been given?

A The notes were given to pay Seely's contract with Shannon & Kimball

Q Were these lent notes, or were they given for a consideration?

A I wish to explain the matter Seely made a contract with me to buy four lots of me in Dean Street, South Side in 1852. and then Seely was to build four houses thereon. two of which are the above described houses and I was to advance him enough to make \$4000 each on the houses. I believe Seely went on and enclosed the houses and I advanced

him the money and notes to make up the contract. Selby nearly finished up the houses but forfeited them to me by breaking his contract. He requested me to give notes to Shannon & Kimball for advances which I was to make to him and I gave them at Selby's request to Shannon & Kimball and Shannon & Kimball & Co and these are the notes which Shannon & Kimball agreed to deliver up for one or both of the houses. said notes were made near two years ago

Q Can you state from your best recollection and belief the amount of said notes?

A Between two and three Thousand Dollars.

Q What became of the other two houses?

A They were sold to Charles Belden for \$5,300 each subject to a Mortgage of \$4,000 on one and \$5,000 on the other They were not finished

Q How was the balance paid?

A I owed him the balance of money lent by him to me

Q How much did you owe him?

A More than the difference between the Mortgage & the consideration in money

Q When did you borrow the money of him?

A Several months before

Q Did you give him any evidence of your indebtedness to him?

A I did when I borrowed the money of him

Q Were they in checks or notes?

A Checks

Q On what Bank?

A I don't recollect

Q Where did you keep your Bank account at that time?

A In four Banks I think

Q Name them?

A The Atlantic Bank Brooklyn. The Mechanics Bank Brooklyn The Market Bank New York and the Suffolk Bank New York

Q Were any of those checks given to Belden paid at either of those Banks?

A I don't recollect

Q Were any of those checks charged to you by either of those Banks?

A I did

Q Where are those Books?

A They are in my possession at Stram Smiths corner of Smith & Schermerhorn Streets Brooklyn.

Q Are your accounts closed at those Banks?

A They are

Q Did you sell a house on the South side of 4th Place 294 West of Clinton Street to Joseph Wilson?

A I did sell a house on 4th place to him about in that location for about \$5,500 subject to a Mortgage of \$3,500

Q How was the balance paid?

Q In Marble and Marble materials for buildings
He paid me all in Work and Materials

Q Do you know Levi B. Warner?

A I do

Q Did you sell him a house on South Side of 4th Place?

A Yes Sir

Q For how much?

A \$5,500 subject to a Mortgage for \$3,000 or \$3,500

Q How was the balance paid?

A It was paid in marble to the whole amount

Q What became of the Marble?

A It was put in the houses I owned in 4th Place

Q How many houses did you own there in 4th place?

A Eighteen

Q Did you own all those houses in 4th Place

A I had the title of 12 of them in my own name the other six the title was in Edward Kellogg and never was in me

Q Had you any interest in the other six?

A I don't think I have had within two years last past

Q do you remember when those houses or any of them were conveyed by Kellogg?

A I don't

Q Was it before or after the conveyance by you to Warner?

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A I don't recollect

Q Did you sell a house and lot to Gilligan & Walton on 4th Place?

A Yes Sir

Q For what price?

A \$5,000 subject to a mortgage of \$3,500 I think the balance was paid in Marble

Q How many houses and lots did you convey to Gilligan & Walton within the last two years?

A I don't recollect

Q Did you convey more than two?

A I don't know

Q Did you convey more than one?

A I don't know from my present recollection

Q Was the marble delivered to you before you executed the Deeds?

A It was

Q How much marble was delivered?

A The amount exceeded in value the balance payable on the house

Q Did you convey ten lots in or about July 1856 to William S. Disney?

A Yes

Q For what Price?

A For \$100. I think that was the consideration money

Q What amount did you receive?

A I received my two notes of \$500 each Disney I think held them

Q Where are those Lots ?

A On the northern side of 9th Street between 5th and 6th Avenues

Q What were those notes given for ?

A For a part of the consideration of these same Lots

Q Did you sell two houses and lots on the West side of Smiths Street 22 feet 9 inches North of Dean Street to Thomas M. Gibbons ?

A I did

Q For what price ?

A \$7,500 I think subject to a Mortgage of \$5,000.

Q How was the balance paid ?

A By Gibbons giving up my notes and checks for the balance to the whole amount of such balance. Mr Gibbons dont owe me anything.

Q Did you convey a house in 2nd Place to Charles Belden in August 1853

A I did

Q For how much ?

A I dont recollect I cant tell what amount. It was conveyed subject to Mortgages of \$6000. the house was not finished - I did not finish it I dont know who finished it. -

Q How was the balance paid ?

A It was paid in Cash at the time

Q How much cash did you receive ?

A I dont know

Q Did you convey a house and Lot on the South

side of 4th Place 210 feet West of Clinton to Charles Belden in August 1853?

A. I did

Q. For what price

A. I did

Q. For how much?

A. About \$4,500 the house was not finished up

Q. Subject to what Mortgages?

A. About \$8,000 I received the balance part in Cash and part for money I owed him. I received about \$500. in Cash and the Balance in an account he had against me.

Q. What did that account consist of and what was it for?

A. It was for cash lent

Q. When and Where?

A. It was previous to the sale at his office in Wall Street New York

Q. On what securities did he loan you money?

A. On my checks.

Adjourned to Monday Oct 9th 1854
at 9¹² St. N.

9th October Examination Continued

Q. How many checks?

A. I can't say

Q. On what Bank or Banks?

Q Where are those Lots ?

A On the northerly side of 9th Street between 5th and 6th Avenues

Q What were those notes given for ?

A For a part of the consideration of these same Lots

Q Did you sell two houses and lots on the West side of Smith's Street 22 feet 9 inches North of Dean Street to Thomas M. Gibbons ?

A I did

Q For what price ?

A \$7,500 I think subject to a Mortgage of \$5,000.

Q How was the balance paid ?

A By Gibbons giving up my notes and checks for the balance to the whole amount of such balance. Mr Gibbons don't owe me anything.

Q Did you convey a house in 2nd Place to Charles Belden in August 1853

A I did

Q For how much ?

A I don't recollect I can't tell what amount. It was conveyed subject to Mortgages of \$6000. the house was not finished - I did not finish it I don't know who finished it. -

Q How was the balance paid ?

A It was paid in Cash at the time

Q How much cash did you receive ?

A I don't know

Q Did you convey a house and Lot on the South

side of 4th Place 210 feet West of Clinton to Charles Belden in August 1853?

A I did

Q For what price

A I did

Q For how much?

A About \$4,500 the house was not finished up

Q Subject to what Mortgages?

A About \$3,000 I received the balance part in Cash and part for money I owed him. I received about \$500. in Cash and the Balance in an account he had against me.

Q What did that account consist of and what was it for?

A It was for cash lent

Q When and Where?

A It was previous to the sale at his office in Wall Street New York

Q On what securities did he loan you money?

A On my checks.

Adjourned to Monday Oct 9th 1854
at 9 1/2 St. M.

9th October Examination Continued

Q How many checks?

A I cant say

Q On what Bank or Banks?

Q I dont recollect

Q During what month?

A It was I think nearly two years ago the precise time I cant remember

Q What did you do with the \$500. received from Belden?

A I dont know what I did with it.

Q How many houses and Lots did you convey to Hubbard by Deed of the 31st of August 1853

A Eight houses and lots and one vacant lot

Q Where were they?

A Six marble houses on Thist Place. Two Brick houses on 4th Place and one vacant lot on Schermerhorn Street

Q Who held the 16 Mortgages mentioned in this deed?

A Alexander G. Bergen had 4 on 4 Marble houses in Thist Place amounting to \$26,000 A man from Boston whose name I do not now recollect had one Mortgage for \$6,500 on another in first place.

Edward Kellogg had a second Mortgage for \$1100 on one house in first place - also one other second Mortgage on another for \$1,700. Edwin G. Smith had another second Mortgage on one other for \$2,700. The other Marble ^{houses} I cant remember who held the Mortgages There were two Mortgages on the last amounting to 9 on

\$10,000 In fourth place there was one held by the Coin Exchange Insurance Company on one of the Houses for \$3000. I think There was one other on the other house held by I don't recollect whom now for \$3,500 - There was another second Mortgage of \$1,000. I think held by Edmund L. Smith. I don't recollect any more on those houses at the present time - on the lot of ground there was a Mortgage of \$300. held by some persons whose name I do not now remember. I am not sure but that there is another Mortgage on the vacant lot

Q Who executed those Mortgages?

A I executed them all but one on the vacant lot I don't remember of whom I purchased the lot

Q Did you own any other Real Estate on Smith Street?

A I did not.

Q Who owned the houses on Smith Street near Schermerhorn Street if you were superintending within two years past

Question Objected to and answered
subject to objection

A Herman Smith I believe

Q Under what contract if any were you to work on them or superintending them?

A I was working under an agreement with Hiram Smith - It was not in writing. -

Q What was that agreement?

A I agreed to build three Brick houses for him in October 1852. He was to furnish the funds I erected the houses

Q Did Smith furnish the funds?

A He did

Q How much?

A He furnished me enough to finish the houses he furnished in States which I got discounted and applied the proceeds to finish the houses

Q Do you know how much it cost to erect those houses?

A They cost to build about \$13,500 or in that neighborhood I think.

Q Did you agree to erect them for any particular price?

A I did

Q What was that price?

A For about \$500. less than they cost. I agreed to do them for \$13,000

Q Did you own these lots within two years last past?

A I did not

Q Have you settled with Herman Smith for that transaction?

A I have not

Q Who occupies the houses?

A I don't know who occupies them now.

Q Did you let them to Tenants or any Tenant or either of them?

A Not to my Knowledge

Q Did you ever receive any rent from either of those houses within two years past?

A Not to my Knowledge

Q When were those houses finished?

A About the 1st May 1853

Q Have you had any interest in those houses or lots within two years past, other than in the contract above mentioned?

A No Sir

Q Have you within two years past owned any Real Estate in the City of New York?

A I have

Q What did it consist of?

A It consisted of a Triangular piece of land situated on 44th Street near Third Avenue equal to two lots of ground or thereabouts

Q Is it encumbered by any Mortgage & if so for how much?

A About \$2100.

Q What became of those lots?

A The mortgage was foreclosed and it was sold at Sheriff's Sale for about enough to pay the Mortgage and Expenses

Q When was it sold?

Withdrawn

Q Have you owned any Real Estate within the last two years in Suffolk County. Long Island?

A No Sir

Q Had or have you any interest in any Real Estate in Suffolk County within two years past?

A No I have not

Q What Mortgages have you held or owned on Real Estate within two years past?

A In addition to the one I assigned to Voorhies above stated I have held or owned no other that I know of

Q Have you held or owned any Chattel Mortgages within two years past & if so what one?

A About two years ago it was supposed I had an interest in an Assignment of a lease to Edmund L. Smith on some property in Jay Street Brooklyn which it was supposed was owned by Trumbull. About 20 months ago the building was burnt up - Mr Smith had it insured and he got the amount of his Insurance which was about \$1000.

Q Did you realize or receive any of that money & if so how much?

A I don't think I realized any money Smith kept it for what I owed him.

Q On what securities did you lend money to Trumbull?

A I have not loaned any to him within two

years

Q Have you within two years owned or held any promissory notes made by some man for sashes & Blinds or doors sold by Jumbull and carried to California?

A I dont think I have

Q If you have never owned such notes what did you do with them?

Objected to and objection sustained

Q Have you endorsed over or delivered such notes to any person within two years past and if so to whom?

A I have not within two years

Q Have you had within two years in any shape the proceeds of such notes or the notes themselves?

A Not to my knowledge

Q Did you state to Mr Lewis at the time or since the fire you mentioned, that you had those notes or any of them?

Objected to and question submitted to the Judge and the Defendant directed to answer, and Counsel for Defendant excepted to decision of the Judge

A I dont recollect of stating so

Q Do you remember having a conversation with Mr. Lewis at his house after the fire on the

subject of this property & the Insurance upon it
 Objected to & question submitted
 & defendant directed to answer &
 Counsel for Defendant excepted
 to Decision

Q I dont recollect where it was Mr Lewis was telling me about Trumbulls affairs and stated that Trumbull owed him money or that he was acting as Trumbulls Attorney. that Trumbull was trying through him (Lewis) to get insurances Mr Lewis supposed there would be some trouble about it. I recommended him to get insurances as soon as possible. I dont recollect that the notes were mentioned in the conversation

Q Who had the notes at the time of the conversation above referred to?

A I dont know

Q Was there any agreement express or implied between you and William Hubbard that you should after the deed of August 31st 1853 have any interest in the premises conveyed by that deed or the proceeds thereof

A No Sir

Q Have you offered any of the houses or lots covered by deed. for sale?

A I have tried to sell those houses for Mr Hubbards as broker

Q Did you succeed in selling any of them?

A Yes Sir

Q To whom, and what house did you sell?

Withdrawn

Q Which of them and to whom did you sell them?

A I sold one to Samuel Engler the Middle one of the five on first place for \$9000 I think

Q Did you receive any commission for that sale?

A I Did

Q How much?

A I dont know how much

Q Was it more or less than \$1000.

A It was less than \$100.

Q When and from whom did you receive it?

A I cant recollect what time I received it of Mr. Hubbard

Adjourned by consent to the 11th Instant

C. Greenwood

City Judge

October 11th 1854 at 11 A.M. Examination of Ralph Lockwood continued

Q In what way did Mr Hubbard pay you that Brokerage?

A He paid me in money

Q Did he pay you in checks or Bills?

A I dont recollect

Q Where did he pay it to you?

A At his office 259 Front Street New York

Q Who was present?

A I don't recollect who was.

Q Subject to what incumbrance was that House conveyed?

A I hardly know. as the arrangement was made between Hubbard & Engle. my mortgage on the house was left as a part of the purchase money & Mr Engle executed a Mortgage to Hubbard for part of the purchase money

Q Was that the only one of the houses you formerly owned within two years which you have sold as a Broker?

A I closed up a Bargain for one other House in first place between William Hubbard & and one Mr Hillsburgh The Contract price I believe was \$10,000

Q Have you received your commission for that?

A No Sir

Q What was you to have?

A There was no agreement about it

Q Do you know whether there is any custom, any price for Brokerage for services in selling such houses?

A I believe there is from one half to one per cent. I don't know whether the deed for that house has been delivered or not

Mr Hubbard and myself had a blow up about it and he says that the agreement was that I was to sell the houses without a Commission as he had had a hard time of it.

Q Was that true or not?

A Yes.

Q Why then did you charge and get a Commission on the house sold to Engle?

A I told him I was pinched for money and must have some.

Q Did he make any objections to the Commission on the house sold to Engle?

A He did make objections but in consequence of my pressing him so hard he paid me.

Q Are those two the only houses you formerly owned that you have sold as Broker since you owned them?

A I sold one of the houses to Thomas McElinnis corner of Church & Court Streets for John W. Hubbard for \$5,500.

Q What did you get for this service?

A I do not recollect exactly \$20 or \$30.

Q When was that?

A It was in October or November 1853.

Q What did you do with the money?

A I don't know.

Q Is that all of those houses that you have

since, sold as Broken?

A I think it is

Q What promissory notes if any did you have or own the 1st of October 1853?

A I Don't Know

Q Had you any?

A I don't know that I had

Q Where did you keep your notes checks or evidences of money demands about the 1st of October 1853?

A I don't recollect now where

Q Did you at that time carry usually with you a pocket book or Portmonie?

A I think I did.

Q Where is that?

A I don't know.

Q What did you do with it?

A I don't recollect.

Q Do you now carry with you a Pocket Book or Port Monie?

A I sometimes have a small pocket book in my pocket?

Q Where is that now?

A I don't know

Q When and Where did you see it last?

A I don't recollect.

Q How much money was in that Pocket Book when you saw it last?

A I don't know

Q Have you any promissory note or notes made or endorsed by Jeremiah O'Donnell or Francis B. Stryker in your possession or under your control?

A Not that I know of

Q Have you any interest in any such note or notes as owner or otherwise?

A None except as surety on it, which note is in the hands of Mr Lewis or Mr Hughes

Q When did you part with your interest in that note?

A I had no interest in it I acted as a Broker to negotiate this note in October 1853 -

Q How much was that for?

A It was for \$500 I think

Q From whom did you receive it?

A Jeremiah O'Donnell

Q What did you give him for it, or for what did you receive it?

A I don't recollect how I got it or what I gave for it?

Q Had you at the time any other paper on which Stryker or O'Donnell was maker or endorser?

A I don't recollect that I had

Q Was the day you transferred the note to Hughes the same day that the original

order was served on you on or about the first day of Oct 1853?

A I believe it was, but it was transferred by me before the order was served on me

Q What money if any had you when the order was served on you on or about the 1st of Oct. 1853?

A None at all to my knowledge

Q Had you at that time and just before the service of the order paid any person any money and if so to whom did you pay it and how much?

Objected to and answered subject to objection

A I think I paid Mr John A Hughes some thirty or forty dollars at that time.

Q Do you not recollect taking that money from a roll of money in which you had 2 \$10 Bills after that payment?

A I cant recollect

Q Do you recollect making the remark at the time of the service of that order "that it was served a little to soon. that you intended to be ready for it or words to that effect?

A I dont recollect making the remark and further I dont believe I did.

Q What did you receive from Mr Hughes

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for the note and money handed to him?

A I think I received an assignment of a judgment in favour of Hughes against Henry C. Raymond and Charles C. Steigand and my "self to William Hubbard executed to Hughes

Q For how much was the judgment?

A I suppose it was for about \$600.

Q Has that judgment been collected?

A I understand it has. In reference to this judgment I wish to state. Mr. Hughes was anxious that I should get him his money on his judgment against Raymonds as his Lawyers Lewis and Brown had not got him the money. I told him I would try and get him the money. I asked him if Stryker and O'Donnell's note could be discounted or whether he would take that note for the judgment some \$600. He said he thought he would - Before that time O'Donnell had applied to me to get some money as a Broker for himself. I told O'Donnell that I thought I could negotiate the note if he would give \$30 or \$40, which at that time I owed Hughes for a check which he held against me. I negotiated the note and went to Hughes with it and told him if he would assign that judgment to Mr. Hubbard that he could have the note for the judgment. We went into Lewis & Brown's office and had the note

transferred to Hughes and I received the assignment
 • ment to W^m Hubbard and paid Hughes about
 \$40. for my checks which he held against
 me. I took the assignment over to Mr.
 Hubbard and left it with him. I believe ^{that} Mr.
 Hubbard gave me the money to buy the note
 to get the assignment of this judgment. I
 received the money of W^m Hubbard before
 that day. This was all before the order was
 served on me.

Q How much money did you receive of Hubbard
 to buy the note?

A I can't say

Q Did you receive the whole amount of Hubbard
 which you paid to C. Donnell for his note?

A I don't know

Q Did you advance any money of your own to
 "wards paying C. Donnell for that note?

A I don't recollect.

Q In what manner did Hubbard advance the
 money in checks or notes?

A I don't recollect

Q When did you pay C. Donnell the money?

A I don't recollect

Q Did you collect any part of the judgment
 against Raymond and Stegand and if so
 how much and when?

A I collected part of the money of Raymond

under the judgment and paid Hubbard the money. I cant say how much. it was several months afterwards.

Q Did you receive more than one payment on account and if so how many?

A I received it in two or three little payments & paid them over to Hubbard whatever they were.

Q Was the whole amount of the judgment paid?

A Hubbard said it was closed that he had collected the Balance

Q From whom did you receive the payments?

A From Henry J. Raymond

Q Did you give him receipts for those payments & if so. in whose name (withdrawn)

Q Had you any interest in that judgment except as being one of the parties defendant?

A No Sir

Q Have you any memorandum Books or other Books in your possession or under your control in which you have been in the habit of keeping accounts of your business affairs.

Objected to Withdrawn.

Q Have you within two years last past kept or had in your possession or under your control any memorandums or statements in writing wherein you kept an account or accounts of your business transactions?

A I had Bank Books and memorandum

papers between Mr. Seely and myself and
a Memorandum Book between Seely & myself
nothing else

Q Had you or have you any others?

A I have no others

Q Who kept the account between you and
Mr. Hubbard?

A I don't know?

Q Did Mr. Hubbard keep it?

A I suppose he did

Q Did you keep the account?

A I did not

Q Have you ever settled with Mr. Hubbard by
any Book or Books kept by him within two
years?

A I have not

Q Have you kept any account of your transac-
tions with Eliam Smith?

A Only a memorandum account

Q Where is that account?

A I don't know where it is

Q Have you that account in your possession or
under your control?

A I have it not in my possession I suppose
it is under my control.

Q In whose possession is it?

A It is in Mr. Eliam Smith's possession.

Q Did you hand him that account?

A Some 16 months ago I made him a state-
ment of the account and endeavoured to
get a settlement with him which as yet
has never been done?

Q Have you any other statement of his account
in your possession or under your control?

A Not to my knowledge

Q Did you keep any counterpart of that state-
ment?

A I don't recollect.

Q Do you know a lawyer by the name of Patterson?

A I have seen such a man

Q Does he occupy one of the houses you sold
within two years?

A I understand he did or do

Q Which house?

A In fourth Place one I sold to W. Hubbard

Q Did you ever ask him to pay rent of that
house to you within six months?

A (Subject to Objection) No Sir

Q Did you state to him that that house
belonged to you?

A No Sir

Q Did you offer a promissory note to Reman
Reman for about \$300. within six months
past. and ask an advance or loan up-
on it of fifty dollars or thereabouts stating
that you wanted the money to pay your

Expense to Philadelphia?

Q. (Subject to Objection) I asked Ransom Beman to loan some money one day within six months past and I think the amount was \$50. I did not give him security and I don't recollect that I offered him any particular security.

Q. Had you at that time any promissory note for what one?

A. I don't recollect.

Q. Have you not had any promissory notes belonging to you within a year last past?

A. I don't recollect.

Q. Have you had any suit or action pending in any Court in this State in your favor within one year past?

A. No Sir.

Q. Have you within two years past?

A. No not to my knowledge.

Q. What was the name of the Schoolmistress that occupied one of the Dean Street Houses?

A. I think it was Mrs Hall she occupied one of the houses from three to five years ago.

Q. Did you sue her for the rent.

(Unsworn subject to Objection)

A. No Sir.

Q. Did any other person as assignee of you sue for this Rent?

A Not within two years past

Examination adjourned to 9 $\frac{1}{2}$ A.M. 12th Inst.

12th October 1854

Q You have stated in this examination that you have owned property in Illinois within two years but not the Allen Lippincott farm?

What property if any have you owned in Illinois within two years past?

A I owned some little interest in some property there.

Q What was it and where was it situated?

A There was some wild unoccupied lands in Marshall County Illinois

Q What quantity?

A I cant recollect

Q Have or had you a deed of that land?

A I had a deed it stood in my name.

Q Where is that Deed now?

A I dont know where the deed is. I sold out my interest a long time ago.

Q Who did you deliver the deed to?

A I dont remember who.

Q Was any other person connected with you in interest in that land and if so whom?

Objected to and answered under objection

A William B. Green of Lyons Marshall County Illinois

Q What amount of interest had you in that land?

Objected to and answered Subject to objection

A I had an interest of about 10 per cent commission on the amount of sale or for whatever it sold for.

Q Did you or William B. Green or both of you pay for that land?

A Mr William B. Green I think paid for about three quarters of the land

Q What quantity of land was there?

A I cant recollect

Q Was there 100 acres?

A More than that.

Q Was there 1000 acres?

A I suppose there was

Q Was there 5000 thousand Acres?

A No

Q Was there 3000 Acres?

A No

Q Was there 2000 Acres?

A I should think not

Q When was that land sold?

A I dont recollect exactly when it was sold

Q Was it sold by you or ~~by~~ Green and if so state as near as you can the time of the sale and by whom?

A It was sold by me about the 5th 6th or 10th of September 1853

at which time he did retain some part of the consideration. He said there would not be enough in his hands to pay and said if I had any thing else I must sell him something to pay him on the contract and money I owed him. I told him I had some lands in my name in Marshall County Illinois. He said then I must sell him those lands. I then delivered him this deed for the land.

Q Do you know what amount of borrowed money you owed him at that time?

A I do not

Q Did you owe him \$1000.?

A I owed him from \$1000. to \$3000

Q Did you have a settlement with him for borrowed money at that time.

A I did not

Q Did you ever have a settlement with him for money borrowed of him within two years?

(Withdrawn)

Q Have you had any settlement with him for borrowed money within two years past?

A I believe not

Q Have you within two years past conveyed or disposed of any of your property while you were in the state of Illinois?

(Withdrawn)

Q Have you been in the State of Illinois within two years past & if so at what time?

Defendants Council objects to the Question and advises the Defendant not to answer the same unless directed by the Judge to answer. The Judge directs the witness to answer & Defendants Council excepts.

A I have. I was there in January 1854 I think.

Q What other property did you own, or have an interest in, if any in the State of Illinois within the last two years, except that of which you have before testified about?

A Not any to my knowledge.

Q What amount of money had you in your possession when you left for Illinois in January 1854?

A I dont recollect. I borrowed \$20. of Mr Hubbard or Mr. Wilson and I had \$5. of my own. That is all I had when I went.

Q From whom did you receive any money while you were gone, and if so from whom?

A I received some that I borrowed from Mrs Green

Q How much?

A I suppose \$50

Q Did you bring any money from Mrs Green to Mr Hubbard or to any other person?

Objected to and Sustained

Q Did you bring any other money from Mr Green?

A Not to my recollection

Q Did you take with you a power of Attorney from Mr Hubbard in relation to the land you had conveyed to him?

A No Sir

Q Have you negotiated a sale of any of that land in Illinois since you conveyed it to Mr Hubbard?

A No Sir

Q Has any of it been since sold to your knowledge?

A I understood that Mr Hubbard had sold some of the land. This I learned from Mr Hubbard?

Q Have you received any of the proceeds of said sale?

A No Sir

Q Was that sold while you were in Illinois?

A No Sir

Q What became of the \$50 you say you borrowed from Mr Green?

A I used it in paying my personal expenses

Q Did you in October 1853 pay any money to R. C. Underhill or Ingraham and Underhill and if so how much?

A Not to my knowledge

Q Did you about two years ago purchase

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a judgment against Joseph Carman \$1500
from whom?

Q Not within two years I think

Q Have you within three years?

A I have had a judgment against Joseph Carman

Q How much was that judgment for?

A I think about \$200.

Q Have you collected that judgment or any
of it and when?

A It was compromised and satisfied of rec.
cord about 15 months ago I think I got
about \$70 for it.

Q Did you confess a judgment to a brother of
yours in Sep 1853 and if so what was
his name & how much was the judgment
for?

A I did to Harford Lockwood in Sept. 1853
but I do not recollect how much?

A I think it was about \$600.

Q What was the consideration of that judg-
ment?

A It was for cash lent me and notes against
me which he held, and accounts.

Q When did he loan you the money?

A I dont recollect part of it was some years be-
fore but I cant recollect how late was the
last. He made up his account against me
and I supposed it correct, and confessed

Judgment for the amount

Q Had you received any of that money as late as May 1853?

A I don't recollect

Q When and from whom did he get the notes against you that you speak of?

A I don't recollect

Q To whom had you given those notes or any of them?

A I don't recollect It was more than two years ago.

Q Have you since the confession of that judgment paid Stanford Lockwood any money?

A No Sir

Q Has he collected any of that judgment?

A Not to my knowledge.

This testimony being read over to the witness he now desires to explain as to the difference between the consideration in the Deed to William Hubbard of 31st Aug. and the Mortgages. The balance was \$5,250. This was paid by three promissory notes made I think by J. W. Hubbard & Co. two for \$1,200 each. These were discounted by John W. Hubbard and I received his checks & I can't say what I did with the money. There was third note for \$2,700 made by some parties. This I placed in

the hands of S. H. Hubbard as security that it would not cast W^m Hubbard to finish up the houses conveyed by the deed more than \$2,500. W^m Hubbard went on to finish up the house and ascertained that the cost of finishing up was several thousand dollars and he kept the note of \$2,750 to meet the deficiency on ½ of my contract with him on which note I have not as yet received anything. In reference to my pocket I supposed that the question in relation thereto referred to the one I had in October 1858. I have since carried a pocket Book which I now have in my pocket.

Q Does it contain now any notes or other evidences of debt due by any person or persons to you?

A No Sir

Q Have you in your possession or under your contrall any notes or other evidences of debt due by any person or persons to you?

A No Sir

Q Has any other person or persons in their possession or under their contral any notes Mortgages or other evidences of indebtedness belonging to you or in which you have an interest?

A Not to my knowledge

Q Do you own or have you any interest in any Bank Stock or any other Stock?

A Not to my knowledge.

Q Have you any of the money or proceeds received by you as appears by the foregoing examination to wit

\$ 1000. from Mrs Green

\$ 2,500 from William Hubbard

\$ 1,500 from William Hubbard

\$ 1,500 from Angeline Smith or

\$.500 from Charles Belden

A To Sir

Q What have you done with it?

A I don't know.

Q Have you or had you in your possession within two years, any notes, checks, Receipts or other evidences of debt due by you to any person or persons which you have paid or satisfied with any of the money received by you as above stated?

Objected to and Defendant directed to answer and counsel for Defendant excepted to decision

A Not to my knowledge.

Q Can you name any person or persons to whom you have paid the whole or any part of the money received by you as above stated?

146 a I cannot name any person.

Ralph Lockwood

The examination of the defendant is here closed by mutual consent. The plaintiffs attorney proposing however to examine witnesses

S. Greenwood

Oct. 12th 1854

City Judge

The defendants counsel now moves that the defendant be discharged from custody upon his examination which the plaintiff opposes and the Judge reserves his decision thereon he not having read the examination nor heard argument thereto

The City Court of Brooklyn

Joseph H. Shepard &

Nathan Hollister

agts.

Ralph Lockwood

No 2 Same v same

No 3 Same v same

No 4 Same v same

No 5 John W. Hughes v same

No 1

To Ralph Lockwood the defendant & to St. H. Waring Esq his Counsel & Att^y Genl. take notice that the plaintiffs in the above action will examine witnesses before John

Greenwood Esq City Judge of Brooklyn in
City Court Room City Hall Brooklyn on
Monday the 23rd Inst at 11 O' Clock Et. Mc.
in the proceedings supplemental to execu-
tion herein pending before him.

Dated October 21st 1854

Cours &c

Lewis V Browne

Plffs Atty.

To Ralph Lockwood

Sir— By an order of Judge
Greenwood— you have a right to be present
at the examination of Witnesses on Monday
next as per within notice— provided you
signify to the Sheriff of Kings County in writ-
ting your desire to be present.

Dated Oct. 21st 1854

Crs &c

Lewis V Browne

Plffs Atty.

The City Court of Brooklyn

Joseph Shepard &

Estham Hollister

agst.

Ralph Lockwood

same	same	same	John A. Hughes
No 2 v	No 3 v	No 4 v	No 5 v
same	same	same	same

The plaintiffs in the above entitled action having given notice of their intention to examine Witnesses in the proceedings supplementary to execution before me on Monday 23rd Inst. at 11 A. M. I direct that if the defendant shall personally or by his attorney express in writing to the Sheriff of Kings County. his desire to be present at such examination for the purpose of attending the same or of cross examining said Witnesses the said Sheriff may bring him before me at my Chambers at the time before mentioned for the purpose aforesaid. But this order is to be without prejudice to the rights of the relators in the cases in which said Lockwood has been committed who are the Plaintiffs in the above actions and the said Lockwood is to remain in custody of the said Sheriff and to be again conveyed to the Jail of the County of Kings at the close of said examination.

Dated Oct 21st 1854

(Duplicate)

S. Greenwood

City Judge

Oct. 23rd 1854. Plaintiffs by the Attorney's
and Defdt. personally and by Counsel pres-
ent examination of Witnesses proceeded with
and examination to be continued tomorrow
morning at 9 1/2 A.M. a time to which the
matter is adjourned

S. Greenwood

(Duplicate)

City Judge

Oct 24th 1854. Parties present as above
examination of Witnesses proceeded with.
Further adjourned by consent till 26th Instant
at 9 1/2 A.M. further order to apply

S. Greenwood

(Duplicate)

City Judge

Oct. 26th 1854. Parties appear as before
Mr. Lewis moves for an order to direct defdt.
to pay & Mr. Maring moves for an adjourn-
ment to enable him to examine witnesses -
adjourned to 28th Inst at 10 1/2 A.M.

John Greenwood

City Judge

15

The City Court of Brooklyn

No 1	Joseph St. Shepard & Nathan Hollister	}	The same
	agst		No 2 agst.
	Ralph Lockwood		The same

No 3	The same	}	The same
	agst		agst
	The same		The same

John St Hughes	}	Examination of Witnesses on behalf of Plaintiff	
			agst
			The same

William Smith of the City of Brooklyn being duly sworn and examined says. I know the Defendant. I reside in Smith Street near Schermerhorn. I am a Brush Manufacturer

Q Have you had any business transactions with the Defendant within two years past?

A I think I have

Q What were they?

A He built three houses for me in Smith Street

Q Under any contract and if so what?

A There was a written agreement between us

Q Where is it?

A I cant say. I dont know whether Lockwood

has or I have it. It may be somewhere about my house

Q Have you ever had a settlement with Lockwood for that lot?

A No Sir

Q When did he receive the last money from you on that lot?

A I don't know that I can give you the day or date it was about 18 months ago - If I had my memorandum Book with me I could state the date.

Q How much in all has he received on account of that lot?

A \$12.69

Q Was there any extra work done to the houses not covered by contract?

A No Sir.

Q From whom did you purchase these lots?

A Mr Cottrell.

Q Had Mr Lockwood any interest in these lots at that time or since?

A No Sir

Q Have you purchased any real Estate from Ralph Lockwood within two years?

A No Sir not within ten years

Q What other business transactions have you had with Ralph Lockwood within two years?

A None other

Q By the Judge. When was the first payment made to Lockwood on account of that job?

A On the 15th of November 1852.

The defendants Counsel con-
sents that the Witness answer the following questions.

Q What was the gross amount of that contract with Lockwood?

A He agreed to build the houses for \$3,800 Each.

Sworn to 23rd Oct. 1854
before me J. Greenwood
City Judge

Hiram Smith

The City Court of Brooklyn.

Not	Joseph H. Shepard	}	No 2	The same
	William Hollister			
	agst			
	Ralph Lockwood			The same

No 3	The same	}	No 4	The same
	agst			
	The same			

No 5	John A. Hughes	}	Examination of Witnesses on behalf of Plaintiffs
	agst		
	The same		

Leahury Kivsam being duly sworn and examined says that he is an attorney & Counsellor at Law residing in the City of Brooklyn. The Counsel for the Defendant attends pursuant to an order made by Judge Greenwood dated Oct 21st 1854 for the examination of Witnesses herein which is hereunto annexed, and objects to any examination of Witnesses and such examination is proceeded without prejudice to any of the defendants rights

The Witness now proceeds

I know the Defendant. I had a conversation with the defendant in September 1853. I met him in the Street in New York This was a few days after the 8th September 1853 I was asking about his business and buildings, and we talked about the subject and he then said he had moved to New York and was living there that he had conveyed some of his property and Buildings I think and asked him why he did not compromise with his creditors, and asked him also if his Counsel had not advised him to that effect. then he repeated that he had sold some and that he knew enough without any advice to take care of himself and that he had it where

nobody could get it. the above is the substance of the conversation.

Sworn to 23rd Leabury Kinsam
October 1854 before me

J. Greenwood
City Judge

Silvanus T. Lewis being duly sworn and examined says.

Q Do you know Ralph Lockwood?

A Yes.

Q Had you any conversation with him in reference with the claims of the Plaintiffs in these actions, and if so. State the same and when and where they occurred?

A I had a number of conversations with him on these subjects soon after the entry of the judgments in 1853 I stated to him that I perceived by the records that he had sold all or nearly all of his real Estate. He said he had. I asked him how many houses he had sold, he said thirty eight. I said I hoped he had got money enough out of them to make a fair compromise with his creditors. he said they had sued him and they must look to the law to get their money or words to that effect & added "I am not fool enough to put it

where lawyers can find it" at the time I served the orders on him about the first of October 1853 at my office in the presence of John A. Hughes one of the plaintiffs the defendant stated that they (the orders) came rather too soon. that he intended to have been fully prepared for them & at the same time he paid Mr Hughes after the service of the orders about \$50. I received the money from Lockwood and counted it. He took it from his pocket Book in which he had other money left at the time & I saw at least two \$10 bills among other bills which I could not see the denomination of at the time after the payment of the \$50.

Witness being cross examined by the Counsel for Defendant says

Q Are you one of the Plaintiffs attorneys herein?

A Yes Sir

Q When you first Engaged?

A About June 1853

Q Did you know before the time you served the orders that Lockwood was expected at your office?

A I think I did

Q Who informed you?

A From John A. Hughes or from some person through whom he had sent to me

Q Did you know on what business he was to come to your office?

A I did

Q Did you expect that he was coming to pay money?

A No Sir. I simply knew that he was to pur-
"chase and take an assignment of a judg-"
"ment from Mr Hughes. I was requested to be present and draw the assignment which I did. I drew the assignment before I rece-
"ived the money I think I am not sure I served the orders after I had drawn the assignment and it was executed and de-
"livered

Q Did you serve the order before Lockwood paid you the money or after?

A After he paid the money - I cant say what Bank the two \$10 Bills were on or whether they were good or bad.

The other Bills I saw were Bank Bills I cant describe them except that they look-
"ed like other Bank Bills. I saw the face of one and part of the end of the other. He was counting out the money. He was in my office He was in my office at the time about half an hour

Q Did not the Defendant at the time you served the said orders on him say that

He came to your office under an express assurance from Mr Hughes one of the Plaintiffs in said action. that no papers should be served upon him, or words to that effect?

A He did, and Witness adds that defendt, "ant said at the same time" but as you have served the order in the Shepard cases I wish you would serve one also in Hughes case and consider it served at the same time, as I do not wish Shepard & Hollister to get any preference over Hughes" and I assented thereto and served the order in the Hughes case

Q Was you the Attorney of record or Counsel of either of the parties in the Judgment of which you drew the assignment thereof?

A I was one of the Attorneys

Sworn to the 23rd Oct.

S. D. Lewis

1854 before me

J. Greenwood

City Judge

Oct^r 24th 1854

William Hubbard a Witness being sworn & Examined says I am engaged in the commission business at 259 Front Street New York. I purchased a house

in May 1853 of Ralph Lockwood the def.
 "endant in 4th Place in the City of
 Brooklyn. I don't remember the exact
 amount of the consideration about \$5,000.
 It was Mortgaged for \$3000. and I paid
 him the balance to wit \$2000 by a note
 of the firm of which I was a member at
 3 or 4 months, I think 3 months. It was
 paid at the Market Bank when it fell
 due. Defendant told me he got it dis-
 "counted at the Bank before it matured
 I purchased from him on the 31st August
 8 houses and lots in one Deed... two in
 fourth place, six in first place and one
 lot in Schermerhorn Street Brooklyn. The
 balance of the consideration over the in-
 "cumbrances on the property was \$5200.
 I think. This balance was paid by three
 notes, two of \$1250. each and the other
 \$2500. I delivered all the notes to Defen-
 "dant on the 1st day of September 1853.

The notes were dated that day and
 were payable, two in 60 days and the
 largest one at 90 days or 4 months. I have
 paid both of the notes of \$1250. each
 I paid them to John W. Hubbard who
 had discounted them for Lockwood.
 John W. Hubbard discounted one and

gave Lockwood the money for it the day of its date, and the other a day or two there after. The large note was deposited in John W. Hubbards hands by Lockwood as security to me for the completion of the houses by Lockwood, or rather, that the expense of completing them should not exceed a certain sum. I think the sum of \$2,800. The finishing did exceed that sum about \$5200 and I sold some of un^{der} finished. The note of \$2,750 has been given up by consent of Lockwood & cancelled. About the 5th September 1853 or some days later in September 1853. I purchased of Ralph Lockwood some land in Illinois I think the consideration was \$3000 or that was about the sum specified in the Deed. I had sold him before this some land in Illinois which he had not paid me for, and he owed me some other money and I gave him up those claims and we settled. I think I paid him very little money at the time.

Examined before me

William Hubbard

this 24th day of Oct^r

1854.

J. Greenwood

City Judge &c &c

Oct. 26 The parties appear before with Counsel and it is admitted as evidence herein that the \$1500 rec^d by Deft. from Angeline for the house and lot conveyed to her by Deft. was received on or about the day of the date of said deed to wit February 18th 1853 and the \$500 from Charles Bolden was rec^d on or about the 1st day of September 1853 the day when the said Deed was recorded. —

Plaintiffs rest the case on their part Mr. Staring Counsel for Defendant asks time to procure Witnesses for Deft.

The further examination of Witnesses herein adjourned on Deft's motion to 28th October at 11 O'clock A.M. at same place

Oct. 26th 1854

J. Greenwood

City Judge of Brooklyn

State of New York
County of Kings

City of Brooklyn.

Clerks office of the

City Court of Brooklyn

} ss.

I do hereby certify
that I have comp.

and the foregoing copy of an Examination of

Ralph Lockwood defendant as Judgment
debtor under orders herein of 24th and
28th Sept 1853 and 14th August 1854 at
City Court Room City Hall Brooklyn before
John Greenwood "City Judge of Brooklyn"
and the papers under the title "Joseph
H. Shephard and Nathan Hollister against
et Ralph Lockwood, and of the endor-
sements thereupon with the records of the
same remaining on file in this office
and that the same are correct transcripts
therefrom and of the whole of said records



In testimony whereof I have
caused the seal of the City
Court of Brooklyn to be here-
unto affixed this 6th day of Oct 1856.

Sam L. Harris

Deputy Clerk
of the City Court of Brooklyn

State of New York }
County of Kings }
City of Brooklyn }

J. Eastus D. Culver
Judge of the City

Court of Brooklyn do hereby certify that
Sam L. Harris the person subscribing
the foregoing certificate was on the

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Sixth day of October 1856 therein mention-
"ed the Deputy Clerk of the City Court of
Brooklyn. and that I am well acquaint-
"ed with the handwriting of the said
Sam L. Harris. and know the name
Sam L. Harris. subscribed to the said
certificate is his proper and genuine sig-
"nature



In testimony whereof I have
caused the Seal of said
Court. The City Court of Broo-
"oklyn to be hereunto affixed this Sixth
day of October 1856.

E. D. Culver
City Judge City Court Brooklyn Ct. of

"Pleas before the Circuit Court of Marshall County in the State of Illinois at a Term thereof began and held at the Court House in the City of Lacon in said County, on Monday the 24th day of January in the year of our Lord one thousand eight hundred and fifty nine. Present the Hon^{ble} M. Ballou Judge of the 23^d judicial circuit of the State of Illinois presiding George W. Steff States attorney for said judicial Circuit Thomas Ellis Sheriff of said Marshall County and James Wescott clerk of said Circuit Court."

Be it remembered that on the 11th day of February AD 1859 the same being one of the days of the Term last aforesaid and the Court being then judicially sitting proceedings were had in the suit of Ralph Lockwood against William D. Murphy as follows to wit

Evidence for Complainant	"Lockwood vs Murphy	}	Ejectment	In the Circuit Court Marshall County January Term 1859
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Wm B Green sworn Says he is not positive but his impression is that on the trial of this cause at a previous term of said Court he testified that Lockwood was in possession of the premises or land & that valuable improvements were made thereon as stated in the said Bill.

And on the said twelfth day of February AD 1859 a Decree was made by said Court in said cause and entered of Record to wit.

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Decree

Ralph Lockwood
vs.
William D. Murphy

Circuit Court of Marshall
County Illinois of January
Term 1859. For Specific
Performance

Now at this term again comes the compla-
-inant by Purple & Britt & Ramsey his solicitor
-ors and the Defendant by Richmond &
Burns his attorneys and it appearing to
the satisfaction of the Court that the
defendant has been duly served with pro-
-cess herein and having filed his answer to
said Complainants bill. And now this case
-se coming on to be heard upon the ^{said} compla-
-inants bill the answer of the defendant
and replication and Oral proof taken and
reduced to writing in the presence of the
Court. Exhibits tax receipts and deposit-
-ions and it appearing to the satisfaction
of the Court that the said complainant
on the fifth day of April A.D. 1851 at the
City of New York made a Written Contract
with the defendant of said City to purch-
-ase of the said defendant the following
described Lands situated in the said
Marshall County and State of Illinois des-
-cribed as follows to wit the South East
quarter of Section Seven also the East

half of the North East quarter of Section
Nineteen also the West half of the North
West quarter of Section Twenty also the
North West quarter of section Thirty one
also the West half of Section Thirty
Three Township Thirty North and Range
one West of the third principal meridian
being in all Eight hundred acres of Land
and that the said complainant agreed
to pay to the said defendant for said la.
"nd the sum of Three Thousand and
forty six Dollars and Eighty Cents. and
that the said complainant at the time of
said purchase paid to the said defendant
the sum of One Hundred dollars Cash and
that the said complainant agreed to pay
to the said defendant the sum of Eight
hundred and six dollars and Eighty cents
within four months from the date of said
contract and Twenty one hundred and
forty dollars within one year from the
date of said contract and that the said
complainant made executed and deliv-
"ered to the defendant his two promissory
Notes for said amounts and the said
defendant agreed upon the payment of said
sums of money by that complainant to ma-
"ke execute. and deliver to him a warrant.

"the deed with full Covenants free from all
"incumbrances except taxes of 1851 which
said Written contract was Recorded in the
Recorder's office of Marshall County on the
twenty third day of October 1852 and that
the said price agreed upon between said
plaintiff and defendant was at the time
the full value of the land and that short-
ly after the making said contract the
said complainant became embarrassed in
his pecuniary affairs and could not con-
veniently make prompt payment according
to the terms and conditions of said con-
tract. And it further appearing to the
Court that the said Defendant did not
demand or exact of the complainant pun-
tual payment according to the terms
of the contract but permitted the said
complainant on the 8th day of August
1851 to pay to the said defendant the
sum of One hundred dollars and for
which the said Defendant gave to the
complainant a receipt as charged in
said complainant's Bill of Complaint
and that the same was in part payment
for the amount due upon said land
and that on the third day of May A.D.
1855 the said complainant paid to the

defendant one hundred dollars more upon said contract for said Land which was accepted and received by said deponent and agreed to be by him credited on the said notes given for said land.

And it further appearing to the Court that the said complainant has since the making of said contract paid all the Taxes assessed upon the whole of said land so purchased by him of the defendant, and it further appearing to the Court that the said complainant since the making said Contract has exercised acts of ownership over said Land.

And it further appearing to the Court that the said defendant at the time of filing the Bill herein still held the promissory notes made by the said complainant to the defendant for the amount amount of emp. said purchase money for said Land or had negotiated the same & that the said notes were negotiable & that the said defendant never delivered or offered to deliver to the Complainant said notes. And it further appearing to the Court that the said defendant has never delivered to the complainant a good and sufficient Warranty deed for said land as stipulated in the

said contract. and it further appearing to the Court that the said contract between the said complainant and defendant has never been legally or otherwise rescinded by said parties or either of them and that the same still remains in full force and effect & wholly unrepealed and in no wise cancelled.

And it further appearing to the Court that on the 8th day of October A. D 1855 the said complainant tendered to the said defendant and offered to pay to him the sum of Three thousand Six hundred and seventeen dollars and fifty cents in gold and silver coin & that the same was the full sum of principal and interest due the said defendant upon said notes and contract. before mentioned and that he is still willing and offers to pay the said sum of money in such manner as the Court may direct and that the said defendant refused to receive the said money and deliver to the complainant a deed for said Land in accordance with the said contract and that at the time the said complainant made the said tender to the defendant he demanded a deed

in accordance with said contract and that the said defendant refused to deliver such deed to complainant.

And it further appearing to the Court that the said defendant did not offer to pay to the said complainant the said sums of money paid by the complainant to the defendant upon said contract and notes or the money paid by the complainant for taxes upon said land from the year 1850 until the filing said complainant's bill herein.

And the Court being fully advised in the premises it is therefore ordered adjudged and decreed by the Court that the said defendant within sixty days from the adjournment of this Court shall make execute and deliver to the said complainant a Warranty deed with full covenants free from all incumbrances except taxes of 1850 and subsequent year with release of dower of the wife of said defendant of the following Lands to wit the South East quarter of section Seven also the East half of the North East quarter of Section Nineteen also the west half of the North West quarter of Section Twenty also the north west quarter of section

Thirty one also the West half of Section
 Thirty Three, all in Township Thirty North
 and Range one West of the third principal
 meridian in Marshall County Illinois
 provided the said complainant tenders
 or pays to the said Defendant the sum
 of Three Thousand Six hundred and
 seventeen dollars and fifty cents, at his
 office or place of business or when he
 may be found in the City of New York
 within said Sixty days from the adjourn-
 ment of this Court, and in case the
 said defendant shall upon the tender of
 the said sum of money as aforesaid re-
 fuse to receive the same and make a
 deed to the complainant as above
 herein directed that then Lunsford Broad-
 -buddus Esq. be and is hereby appointed
 a commissioner to make execute and
 deliver to the complainant a deed for
 the land herein described and it shall
 be the duty of the said complainant
 to file with the said Lunsford Broadbuddus
 an affidavit of himself or some other
 person made before any Clerk of a
 Court of Record in the City of New York
 and attested with the seal of said
 Court therunto attached, and upon

Decree continued

the filing said affidavit with the said Lunsford Broadbuss and paying to him said sum of Three Thousand Six hundred and seventeen dollars & fifty cents to be by him paid to Defendant on demand and for the same by Deft it shall be the duty of the said Lunsford Broadbuss as special Commissioner to make out execution and deliver to the said complainant a deed for said before described land conveying all the right title claim and interest of the said defendant in and to the said Land to said Complainant his heirs and assigns, and it shall be the duty of the said special commissioner to make report of his doings to this Court at the next term thereof, and it is further ordered adjudged and decreed by the Court that the complainant recover of and from the defendant his costs and charges by him about his said suit in this behalf expended and that he have execution therefore

M. B.

Saturday February 12. A.D. 1859

Motion to set aside Decree

Ralph Lockwood
vs
William D. Murphy

Bill for Specific performance
defendant by his solicitors Richmond & Burns

And now comes the

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prayer for
an appeal

and move the court to set aside the Decree entered in this cause, and to grant a new trial herein, and the court having considered said motion doth order that the same be overruled. And now again comes the defendant by his solicitors and pray an appeal to the Supreme Court of this State, which Appeal is allowed upon the defendant filing a Bond in the sum of One thousand dollars conditioned according to law, with Washington E. Cook as security in thirty days from the adjournment of this Term of this court.

And afterwards to wit on the twenty eighth day of February A.D. 1859 an appeal Bond was filed in said cause in said Court which Appeal Bond is in words and figures as follows to wit:

Appeal
Bond

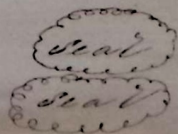
"Know all men by these presents that We Wills.
"am D. Murphy and Washington E. Cook are
held and firmly bound unto Ralph Lockwood
"ood in the penal sum of one Thousand Doll.
"and lawful money of the United States for the
payment of which well and truly to be made
we bind ourselves our heirs executors and
administrators jointly severally and firmly
by these presents. witness our hands and
Seals this the Seventeenth day of February
A. D. 1859.

The condition of the above obligation
is such that whereas at the January Term
of the Marshall County Circuit Court held

Appeal Bond in and for the County of Marshall in the State of Illinois in the year Eighteen hundred and Fifty nine. the said Circuit Court rendered a final Decree against the above bounden William D. Murphy for a specific performance and for costs in a certain suit in Chancery wherein the said Ralph Lockwood was complainant and the said William D. Murphy was defendant which said decree was then and there rendered in favor of the said Ralph Lockwood from which said final decree and the judgment of the said Circuit Court in rendering the same the said William D. Murphy appealed to the Supreme Court of the State of Illinois.

Now if the said William D. Murphy shall duly prosecute his said appeal with Effect and shall pay the said judgment and the judgment in the Supreme Court of said State and all costs interest and damages in said suit which have accrued or which may accrue, in case the said decree and judgment shall be affirmed then the above obligation shall be void, otherwise to remain in full force and effect

Wm D. Murphy
N. E. Cook



United States of America }
 State of New York } " By this Public
 Instrument be it

Known to all whom the same doth or may
 in anywise concern, that I, Edwin F. Corey
 a Notary Public, in and for the State of
 New York, by Letters Patent under the Great
 Seal of State duly commissioned and sworn
 dwelling in the City of New York; Do hereby
 Certify. That on the day of the date hereof,
 before me personally appeared William D. New,
 "phy personally known to me to be the same
 person described in and who executed the
 annexed instrument of writing, and acknowledged
 to me that he had voluntarily and
 freely executed the same, for the uses and
 purposes therein stated.



In Testimony Whereof, I have
 subscribed my name and
 caused my Official Notarial
 Seal to be hereunto affixed the
 Twenty third day of February in the year of
 our Lord one thousand eight hundred and
 fifty nine, in the 33^d year of the Independ-
 "ence of the United States of America"

"Edwin F. Corey

Notary Public of the State of New York

Endorsed "Filed February 28th 1859. James Nescott clerk"

State of Illinois }
 Marshall County } ss I, James Mescott clerk of the Circuit Court
 in and for said County and State do certify
 that the foregoing is a full and complete transcript of the pro-
 ceedings had, and the papers on file in said Court in the
 cause of Ralph Lockwood against William D Murphy as the
 same remains of Record in said Court.

In Testimony whereof I have hereunto set my hand
 and affixed the Seal of said Court at Lacow
 in said County this twenty second day of March
 A.D. 1859.

James Mescott

Clerk

Fee for Record & certificate \$35.50

The following is a copy of Deed attached to Deposition of Orlando
 B Lewis and referred to by him -

This Indenture, Made the Fifth day of April in the year
 Deed one thousand eight hundred and fifty two, Between Will-
 iam P. Murphy, of the City of New York, of the first part
 and Ann Letitia Murphy, his wife, and Ralph Lockwood, of New
 York City, of the second part, Witnesseth, That the said par-
 ties of the first part, in consideration of the sum of Three
 Thousand and Seventy Nine ⁷⁵/₁₀₀ Dollars to them duly paid
 before the delivery hereof, have bargained and sold, and
 by these presents do grant and convey to the said party of
 the second part, his heirs and assigns, forever, All the
 West half of the North West Quarter of Section Twenty,
 and the East half of the North East Quarter, of Section
 Nineteen; and the North West Quarter, of Section Thirty
 one, of Township Thirty North, and range one West of
 the Third principal Meridian; Containing Three hun-
 dred and Twenty ⁷⁵/₁₀₀ Acres, be the same more or less; and
 all the South East ¹⁴/₁₀₀ Section Seven, of Township Thirty,
 and range one West, of the Third principal Meridian;
 Containing one hundred and sixty Acres, be the same
 more or less; lying and being in the Town of Lyons,
 Putnam County, in the State of Illinois, Also the North
 West ¹⁴/₁₀₀ of Section 33; also the South West ¹⁴/₁₀₀ of Section
 33, Township 30. North and Range one West, of third
 principal meridian; containing 320 acres; be the same
 more, or less; lying and being in the town of Lyons, Put-
 nam County, State of Illinois with the appurtenances,

and all the estate, title and interest, of the said parties of the first part therein. And the said parties of the first part, do hereby covenant and agree with the said party of the second part, that at the time of the delivery hereof, the said parties of the first part are the lawful owners of the premises above granted, and seised thereof in fee simple absolute, and that they will Warrant and Defend the above granted premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, forever.

In Witness whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Sealed and delivered
in the presence of Edwin

J. Corey J. W. Thorne

offered to Ralph Lockwood July 5 at N.Y. who declined to take it stating as a reason that he had not the money to pay for the land N D W

Wm D. Murphy

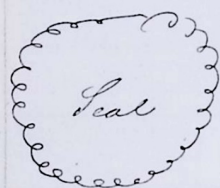
seal

Ann Letitia Murphy

seal

State of New York — } ss. By this Public Instrument
City and County of New York } be it known to all whom the
same doth or may in any wise concern that I Edwin
J. Corey a Public Notary in and for the State of New
York by Letters Patent under the Great Seal of State
duly commissioned and sworn dwelling in the City
of New York, Do hereby Certify that on the Thirtieth
(30th) day of April one thousand eight hundred and
fifty five before me personally appeared William D.

Murphy and Ann Letitia wife of the said William D. Murphy whose signatures appears to the within instrument and who are personally known to me to be the real persons who subscribed and executed the same and acknowledged the same to be their free act and deed. And Ann Letitia wife of said William D. Murphy and whose signatures appears to said instrument having been by me made acquainted with the contents thereof and examined separate and apart from her said husband acknowledged that she executed the same and relinquished her right of dower in the premises therein conveyed voluntarily freely and without compulsion of her said husband.



In Testimony Whereof I have hereunto affixed my my official seal and set my hand the day and year aforesaid.

Edwin J. Corey Notary Public

Exhibit A E. J. Corey

State of New York, — } ss. Orlando B. Lewis of said City being duly
City & County of New York } sworn deposes and say that the names
of William D. Murphy and Ann Letitia Murphy signed to the within
deed were traced after the fifth day of July 1855 by William D. Murphy
himself.

Sworn to before me this 24th
day of Sept 1856.

O. B. Lewis

Edwin J. Corey Sen

William S. Murphy }
or } Appual from
Ralph Lockwood } Marshall County

And Now Comes the said
appellant William S. Murphy And says
that, in the Record and in the proce-
ding thereof there is manifest error
in this writ

1st That the Court Erred
in denying a specific performance of
the Contract referred to in the bill

2 The Court ought to have
rendered a decree dissolving the
bill.

Wherefore in consequence
of the errors aforesaid the said
appellant prays that the said
decree and judgment aforesaid
may be wholly voided annulled
and for nothing esteemed

Richmond T. Burns
Solicitor for Murphy

In Nullo Est Cuiusque
P. R. Buefle for appellant

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William Murphy

vs
Ralph Lockwood
Record

Filed April 19, 1885
L. Leland
Clerk